



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

Tuesday, June 17, 2025

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, June 17, 2025, 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. Any citizen may address the Council regarding items included on the meeting agenda and are asked to complete and hand-in a Speaker Card to the Clerk. 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

CONSENT AGENDA

1. City Codes Director Report

OPEN Property Maintenance Code Violation Report

					6/12/2025
Property Address	Violation Type	Deadline	Owner Information	Delivery Type	Status
2025					
1008 Elm	Grass/Weeds	6/16/2025	Shawn Powell	Phone	CSO Arena left a message for the owner.
NA	Grass/Weeds	6/16/2025	Beckler Implement	Phone	CSO Arena made contact with Mr. Beckler.
417 S 4th	Rubbish	6/11/2025	Joe Ruzicka	Phone	CSO Arena made contact with the owner. He will try and get the tree branches removed this weekend.
2040 N 4th	Grass/Weeds	5/18/2025	Johannes Van Der Heijden	Phone	Will be taken care of by Thursday 5-15-2025
2605 Progressive Ave	Grass/Weeds	5/18/2025	Casey's General Store	In Person	Made contact with the tenants. Having trouble with their mowing company. Will have it done by the weekend
804 Twin Oaks Rd	Grass/Weeds	5/18/2025	Le Family Estate	In Person	Made contact with the tenants. Having trouble with their mowing company. Will have it done by the weekend
1709 Meadow Lane	Grass/Weeds	5/18/2025	Coral Miller	Phone	
107 South St	Protective treatment, decayed siding, soffits and fascias, windows boarded up, decayed roof	4/10/2025	New owners: The Good Guys Homebuyers LLC	Phone	Property was sold to The Good Guys Homebuyers LLC. A property maintenance Notice and Orders transfer document was filed with the County Clerk noting the new owners as responsible for correcting the code deficiencies.
			Jane Kroeger	Phone	Jane called and spoke with Tim, Building/Zoning Director. She is negotiating with two parties on the sale of the property and will contact the building department Thursday 4-10 with information on sale and clean-up of the property.
416 N 1st	Trash/Junk	4/10/2025	Sandy Nuttleman	In Person	Sandy Nuttleman repurchased the property and was served notice of clean up and property maintenance items in violation by CSO Arena.
		3/11/2025	Robert Schwamlein		CSO Arena made contact with Crystalynn on 3-10-2025 and gave a two day notice.

OPEN Property Maintenance Code Violation Report

429 S Columbia	Trash	2/5/2025	Christopher Yates	Certified Mail Posted on Property	<p>CSO Arena posted the letter to the property on February 27, 2025. A certified letter was also mailed on that same day. No response or attempt to clean up.</p> <p>March 6, 2025 the Seward Street Department removed all trash. An invoice is mailed out 3-11-2025.</p>
937 Elm St	Vegetation/Trash	2/7/2025	Alan Bergantzel	In Person	<p>CSO Shannon Arena made contact with the owner. He plans on taking all the trees and vegetation to the burn site on the next available Saturday.</p>
832 Seward St	Trash	2/7/2025	Mark Masek	In Person	<p>CSO Shannon Area made contact with the tenant. Trash is scheduled to be picked up on Friday, 2-7-2025.</p> <p>CSO Arena verified it was picked up, but there's more. Will verify it's picked up after 2-14-2025</p>

CURRENT YEAR: May 2025

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	3	\$ 31,282.51	\$ 16,222,047.90
REMODEL/ADDIT.	13	\$ 2,482.65	\$ 558,245.71
ACCESSORY	14	\$ 479.60	\$ 112,197.36
RELOCATE	9	\$ 844.70	\$ 270,418.80
ELECTRIC			
PLUMBING	9	\$ 675.00	
MECHANICAL	12	\$ 2,173.00	
SEWER TAP	2	\$ 500.00	
TEMP. WATER	1	\$ 120.00	
WATER TAP	2	\$ 4,263.00	
TEMP. ELEC.	1	\$ 50.00	
ELECTRIC SER.	2	\$ 2,700.00	
TOTALS	68	\$ 45,570.46	\$ 17,162,909.77

YEAR TO DATE January to December 2025

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	14	\$ 54,773.87	\$ 20,239,597.74
REMODEL/ADDIT.	46	\$ 6,075.95	\$ 1,364,887.37
ACCESSORY	43	\$ 1,961.74	\$ 448,055.09
RELOCATE	27	\$ 3,477.70	\$ 1,542,610.25
ELECTRIC		\$ -	\$ -
PLUMBING	49	\$ 3,995.00	\$ -
MECHANICAL	33	\$ 4,696.00	\$ -
SEWER TAP	13	\$ 3,050.00	\$ -
TEMP. WATER	12	\$ 1,440.00	\$ -
WATER TAP	13	\$ 13,481.00	\$ -
TEMP. ELEC.	12	\$ 600.00	\$ -
ELECTRIC SER.	13	\$ 4,900.00	\$ -
TOTALS	275	\$ 98,451.26	\$ 23,595,150.45

LAST YEAR: May 2024

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	2	\$ 3,208.60	\$ 654,424.58
REMODEL/ADDIT.	15	\$ 2,168.50	\$ 3,046,791.40
ACCESSORY	11	\$ 268.80	\$ 16,450.00
RELOCATE	9	\$ 477.00	\$ 87,731.36
ELECTRIC		\$ -	\$ -
PLUMBING	19	\$ 2,792.72	\$ -
MECHANICAL	15	\$ 2,412.60	\$ -
SEWER TAP	2	\$ 500.00	\$ -
TEMP. WATER	2	\$ 240.00	\$ -
WATER TAP	2	\$ 1,676.00	\$ -
TEMP. ELEC.	1	\$ 50.00	\$ -
ELECTRIC SER.	1	\$ 200.00	\$ -
TOTALS	79	\$ 13,994.22	\$ 3,805,397.34

YEAR TO DATE January to December 2024

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	8	\$ 14,319.13	\$ 2,672,377.55
REMODEL/ADDIT.	66	\$ 11,935.00	\$ 6,629,336.45
ACCESSORY	52	\$ 1,586.92	\$ 125,302.02
RELOCATE	40	\$ 4,229.00	\$ 1,704,518.71
ELECTRIC		\$ -	\$ -
PLUMBING	70	\$ 6,607.72	\$ -
MECHANICAL	42	\$ 6,105.20	\$ -
SEWER TAP	6	\$ 1,500.00	\$ -
TEMP. WATER	6	\$ 720.00	\$ -
WATER TAP	6	\$ 5,028.00	\$ -
TEMP. ELEC.	3	\$ 150.00	\$ -
ELECTRIC SER.	3	\$ 600.00	\$ -
TOTALS	302	\$ 52,780.97	\$ 11,131,534.73

2. City Treasurer Report

Pledges By Pledgee And Maturity

BBA

Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 5/31/2025

Receipt# Safekeeping Location	CUSIP	ASC 320 Maturity	Description Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
							Original Face	Par	
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	179,762.65
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	192,426.00
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	218,223.00
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	125,503.00
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	219,666.40
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	169,790.25
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	133,315.50
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	146,115.40
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	65,480.25
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	136,983.00
COMM: COMMERCE BANK	0792124W3	AFS	BELLEVUE-REF NE 30 12/15/30	3.10		250,000.00 100.00%	250,000.00	250,000.00	230,337.50
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	300,048.00
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	213,260.15

Although the information in this report has been obtained from sources believed to be reliable, its accuracy cannot be guaranteed.
5/23/2025 2:11 PM - BLA / JNBT

Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

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As Of 5/31/2025

Receipt# Safekeeping Location	CUSIP Location	ASC 320 Maturity	Description Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged			
							Original Face	Par	Book Value	Market Value
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	200,000.00	194,920.00
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	232,545.00
COMM: COMMERCE BANK	698864HR9	AFS	PAPILLION MUNI FACS NE 33 12/15/33	3.00	Aa1	175,000.00 100.00%	175,000.00	175,000.00	175,000.00	160,405.00
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	359,548.00
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	281,523.95
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	171,778.00
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	154,682.00
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	235,341.60
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	198,988.01	138,696.00
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	193,237.50
COMM: COMMERCE BANK	68905WFK3	AFS	OTOE CO NE SD #501-B NE 36 12/15/36	1.70	Aa2	200,000.00 100.00%	200,000.00	200,000.00	200,000.00	156,814.00
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	200,708.08	152,364.00
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	320,000.00	275,526.40

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Jones Bank - Seward, NE

As Of 5/31/2025

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							Original Face	Par	Book Value
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	184,085.90
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	143,652.00
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	146,909.40
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	250,105.00
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	159,223.70
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	209,101.60
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	200,015.37	142,130.00
COMM: COMMERCE BANK	80379KDHO	AFS	SARPY CO SID #272-REF NE 38 12/15/38	4.40		215,000.00 100.00%	215,000.00	215,000.00	196,417.55
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	181,310.00
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	163,179.00
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	178,832.70
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	154,206.00
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	137,668.00

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Pledges By Pledgee And Maturity



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Jones Bank - Seward, NE

As Of 5/31/2025

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								Original Face	Par	Book Value	Market Value
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	190,000.00	167,454.60
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	185,000.00	133,718.00
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	175,000.00	159,636.75
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	150,000.00	114,571.50
COMM: COMMERCE BANK	25933EEG9	AFS	DOUGLAS CO SAN & IMPT NE 4C 11/15/40		3.15		190,000.00 100.00%	190,000.00	190,000.00	190,000.00	162,280.90
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	240,000.00	190,116.00
COMM: COMMERCE BANK	617775EV9	AFS	MORRILL CO NE 41 06/15/41		2.25		240,000.00 100.00%	240,000.00	240,000.00	240,000.00	150,422.40
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	235,000.00	178,884.35
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	200,000.00	121,760.00
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	200,000.00	133,110.00
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	255,000.00	167,116.80
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	200,000.00	134,128.00
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	200,000.00	130,248.00

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5/23/2025 2:11 PM - BLA / JNBT

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Jones Bank - Seward, NE

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As Of 5/31/2025

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							Original Face	Par	
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	156,131.65
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	127,796.00
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	194,601.50	135,542.00
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	255,243.53	240,252.50
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	189,130.00
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	180,097.50
COMM: COMMERCE BANK	808290FV7	AFS	SCHUYLER NE 42 03/15/42	2.75		250,000.00 100.00%	250,000.00	250,000.00	165,890.00
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	171,733.40
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	222,337.50
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	176,127.50
COMM: COMMERCE BANK	006058DK4	AFS	ADAMS CO NE 42 12/15/42	4.00	AA-	300,000.00 100.00%	300,000.00	305,857.80	275,907.00
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	175,042.00
COMM: COMMERCE BANK	3132DMPY5	AFS	FRLMC 30YR 03/01/50	SD0439 3.50		1,000,000.00 100.00%	1,000,000.00	515,585.71	458,180.40

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Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

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As Of 5/31/2025

Receipt# Safekeeping Location	CUSIP	ASC 320 Maturity	Description Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged			
							Original Face	Par	Book Value	Market Value
65 Securities Pledged To: 1010 - CITY TREASURER							14,910,000.00	14,425,585.71	14,477,364.65	11,902,730.15

CASH IN BANK \$9,332,558.78

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5/23/2025 2:11 PM - BLA / JNBT

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

Pledged Securities Detail

H231
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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	Pledge Values			Market Value
											Next Call Dt	Issue Dt	Par Value	
STyp	Loc/PI	S&P					Call Price	Intent	Total Par	% of Total	Interest Rec	Collateral Value		
PLEDGEE: CITY OF SEWARD (02)														
CMO	3137AWL78	FHR 4145 AC		1.250		185157011-1		12/15/2027	1,500,000.00	1,500,000.00		7,251.18	7,161.27	7,161.27
FHR								12/15/2012	7,251.18	100.00%		7,246.43	7.55	7,168.82
D02/02								AFS						
CMO	3137B0NV2	FHR 4176 EC		1.500		185157163-1		9/15/2025	2,000,000.00	2,000,000.00		3,340.00	3,318.51	3,318.51
FHR								3/1/2013	3,340.00	100.00%		3,339.33	4.18	3,322.89
D02/02								AFS						
CMO	38378MBV6	GNR 2013-23 MG		2.250		177049987-1		1/20/2042	2,400,000.00	2,400,000.00		266,972.28	248,855.47	248,855.47
GNC								2/1/2013	266,972.28	100.00%		261,165.49	500.57	249,356.04
D02/02								AFS						
GNMA	36176W2B6	GNMA POOL 778670		4.000		185168920-1		12/15/2026	560,000.00	560,000.00		4,737.64	4,722.78	4,722.78
GNMA								12/1/2011	4,737.64	100.00%		4,782.27	15.79	4,738.57
D02/02								AFS						
MBS	3128CUV29	FHLMC POOL G30633		2.500		177020851-1		2/1/2033	1,000,000.00	1,000,000.00		136,729.35	127,382.15	127,382.15
FGLM								2/1/2013	136,729.35	100.00%		141,791.29	284.85	127,667.00
D02/02								AFS						
MBS	3128MDW74	FHLMC POOL G14970		3.500		177039340-1		12/1/2028	1,450,000.00	1,450,000.00		91,720.04	90,430.45	90,430.45
FGLM								12/1/2013	91,720.04	100.00%		94,246.46	267.52	90,697.97
D02/02								AFS						
MBS	3128Q0GL5	FHLMC POOL J19203		4.000		185147609-1		5/1/2027	425,000.00	425,000.00		6,560.46	6,500.23	6,500.23
FGLM								5/1/2012	6,560.46	100.00%		6,649.66	21.87	6,522.10
D02/02								AFS						
MBS	31329KRS5	FHLMC POOL ZA2297		3.000		177051131-1		4/1/2033	1,000,000.00	1,000,000.00		137,037.85	128,996.98	128,996.98
FGLM								9/1/2018	137,037.85	100.00%		131,874.34	342.59	129,339.57
D02/02								AFS						
MBS	3132A8S34	FHLMC POOL ZS7738		2.500		177051143-1		1/1/2031	860,000.00	860,000.00		125,630.32	120,686.63	120,686.63
FGLM								9/1/2018	125,630.32	100.00%		121,290.44	261.73	120,948.36
D02/02								AFS						
MBS	31375HAP9	FNMA ARM POOL 334914		6.575		185156211-1		2/1/2026	1,000,000.00	1,000,000.00		38.26	38.31	38.31
FNMV								1/1/1996	38.26	100.00%		38.28	0.21	38.52
D02/02								AFS						

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Pledged Securities Detail
May 31, 2025

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

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Moody	Rate	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		
										Par Value	Book Value	Carrying Value Interest Rec
MBS	3138AMK38		4.500		185159473-1		7/1/2026	500,000.00	500,000.00	6,177.76	6,161.40	6,161.40
FNMA	FNMA POOL A17513						7/1/2011	6,177.76	100.00%	6,221.61	23.17	6,184.57
D02/02							AFS					
MBS	3138EJLQ9		4.000		185159924-1		7/1/2027	443,000.00	443,000.00	7,711.68	7,606.94	7,606.94
FNMA	FNMA POOL AL2134						7/1/2012	7,711.68	100.00%	7,808.97	25.71	7,832.65
D02/02							AFS					
MBS	3138EKR19		3.500		185160071-1		2/1/2028	500,000.00	500,000.00	10,926.25	10,833.75	10,833.75
FNMA	FNMA POOL AL3191						2/1/2013	10,926.25	100.00%	11,081.65	31.87	10,865.62
D02/02							AFS					
MBS	3138EKX75		5.500		177039339-1		2/1/2034	2,000,000.00	2,000,000.00	183,026.04	185,952.83	185,952.83
FNMA	FNMA POOL AL3401						3/1/2013	183,026.04	100.00%	199,522.49	838.87	186,791.70
D02/02							AFS					
MBS	3138EKXJ9		5.500		177039338-1		1/1/2034	2,000,000.00	2,000,000.00	147,153.70	149,482.52	149,482.52
FNMA	FNMA POOL AL3380						3/1/2013	147,153.70	100.00%	159,785.86	674.45	150,156.97
D02/02							AFS					
MBS	3138ELYF4		4.000		185160221-1		10/1/2028	1,000,000.00	1,000,000.00	21,949.42	21,811.54	21,811.54
FNMA	FNMA POOL AL4309						10/1/2013	21,949.42	100.00%	22,340.81	73.16	21,884.70
D02/02							AFS					
MBS	3138EMCY5		4.000		185160242-1		2/1/2027	575,000.00	575,000.00	3,242.63	3,222.67	3,222.67
FNMA	FNMA POOL AL4586						12/1/2013	3,242.63	100.00%	3,279.77	10.81	3,233.48
D02/02							AFS					
MBS	3138EMPD7		3.500		184006560-1		3/1/2029	2,000,000.00	631,647.94	39,742.80	39,265.60	39,265.60
FNMA	FNMA POOL AL4919						2/1/2014	125,839.66	31.58%	40,866.56	115.92	39,381.52
D02/02							AFS					
MBS	3138EQ5H1		3.500		176002956-1		11/1/2030	1,050,000.00	1,050,000.00	126,492.11	121,184.70	121,184.70
FNMA	FNMA POOL AL8047						1/1/2016	126,492.11	100.00%	131,559.15	368.94	121,553.64
D02/02							AFS					
MBS	3138WDU82		3.000		178000698-1		1/1/2030	1,160,000.00	1,160,000.00	80,429.47	78,489.86	78,489.86
FNMA	FNMA POOL AS4206						12/1/2014	80,429.47	100.00%	82,651.37	201.07	78,690.93
D02/02							AFS					
MBS	3140FBGJ3		2.000		177051139-1		7/1/2031	1,375,000.00	1,375,000.00	223,174.70	209,316.66	209,316.66
FNMA	FNMA POOL BD3800						7/1/2016	223,174.70	100.00%	214,286.88	371.96	209,688.62
D02/02							AFS					

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

**Pledged Securities Detail
May 31, 2025**

Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Rate	Moody	State	Ticket-#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		
										Par Value Book Value	Carrying Value Interest Rec	Market Value Collateral Value
MBS	3140J5EA3	2.500			177039342-1		12/1/2029	1,750,000.00	1,750,000.00	148,001.54	143,116.96	143,116.96
FNMA	FNMA POOL BM1028						3/1/2017	148,001.54	100.00%	150,302.48	308.34	143,425.30
D02/02							AFS					
MBS	3140J5EA3	2.500			1851654038-1		12/1/2029	300,000.00	300,000.00	25,371.69	24,534.33	24,534.33
FNMA	FNMA POOL BM1028						3/1/2017	25,371.69	100.00%	25,425.12	52.86	24,587.19
D02/02							AFS					
MBS	3140X9LK9	3.000			177020855-1		1/1/2041	500,000.00	500,000.00	235,030.52	209,264.66	209,264.66
FNMA	FNMA POOL FM5729						1/1/2021	235,030.52	100.00%	247,173.00	587.58	209,852.24
D02/02							AFS					
MBS	31418AAC2	3.000			185165786-1		11/1/2026	1,000,000.00	1,000,000.00	8,082.49	7,992.89	7,992.89
FNMA	FNMA POOL MA0902						10/1/2011	8,082.49	100.00%	8,107.02	20.21	8,013.10
D02/02							AFS					
MBS	31418AKN7	3.000			177011537-1		10/1/2032	800,000.00	800,000.00	78,457.16	74,592.16	74,592.16
FNMA	FNMA POOL MA1200						9/1/2012	78,457.16	100.00%	81,429.72	196.14	74,788.30
D02/02							AFS					
MBS	31418AVK1	3.000			177039341-1		7/1/2028	1,000,000.00	1,000,000.00	58,589.05	57,540.91	57,540.91
FNMA	FNMA POOL MA1517						6/1/2013	58,589.05	100.00%	59,411.42	146.47	57,687.38
D02/02							AFS					
MBS	31418BR3	4.000			177020853-1		6/1/2036	410,000.00	410,000.00	72,803.93	66,796.70	66,796.70
FNMA	FNMA POOL MA2655						5/1/2016	72,803.93	100.00%	76,957.11	242.68	67,039.38
D02/02							AFS					
MBS	31418DRM6	2.000			177046216-1		8/1/2030	610,000.00	610,000.00	162,901.45	154,897.69	154,897.69
FNMA	FNMA POOL MA4091						7/1/2020	162,901.45	100.00%	159,215.29	271.50	155,169.19
D02/02							AFS					
MBS	31418EA83	1.500			177048016-1		2/1/2032	179,142.00	167,163.35	95,067.25	87,949.11	87,949.11
FNMA	FNMA POOL MA4530						1/1/2022	101,879.61	93.31%	91,116.40	118.83	88,067.95
D02/02							AFS					
MUNI	25887CAZ1	2.250		NE	177039343-1	Cont	1/1/2034	120,000.00	120,000.00	120,000.00	94,951.20	94,951.20
GO	DOUGLAS CNTY NEB S&I #540					1/1/2027	1/5/2022	120,000.00	100.00%	120,000.00	1,125.00	96,076.20
D02/02						100.000	AFS					
MUNI	259290EB6	3.100		NE	185142828-1	Contn	8/15/2030	150,000.00	150,000.00	150,000.00	139,035.00	139,035.00
GO	DOUGLAS CNTY NE SAN & IMPT DIS					6/1/2025	6/15/2016	150,000.00	100.00%	150,000.00	1,369.17	140,404.17
D02/02						100.000	AFS					

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

**Pledged Securities Detail
May 31, 2025**

H231
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Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/Pl	CUSIP Description S&P	Moody	Rate	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total-Par	Pledged Face % of Total	Pledge Values		
										Par Value Book Value	Carrying Value Interest Rec	Market Value Collateral Value
MUNI GO	259292CS7 DOUGLAS CNTY SAN IMPT DIST 427		2.700	NE	185142831-1	Contn 6/1/2025	11/15/2026 11/15/2017	280,000.00	280,000.00	280,000.00	275,486.40	275,486.40
D02/02						100.000	AFS	280,000.00	100.00%	280,000.00	336.00	275,822.40
MUNI GO	259305DT4 DOUGLAS CNTY NEB S&I #499		2.500	NE	178003667-1	Cont 3/1/2027	3/1/2036 3/1/2022	150,000.00	150,000.00	150,000.00	114,606.00	114,606.00
D02/02						100.000	AFS	150,000.00	100.00%	150,000.00	937.50	115,543.50
MUNI GO	25930EEB3 DOUGLAS CNTY NEB S&I #441		2.500	NE	178003675-1	Cont 3/15/2027	9/15/2035 3/18/2022	260,000.00	260,000.00	260,000.00	201,050.20	201,050.20
D02/02						100.000	AFS	260,000.00	100.00%	260,000.00	1,372.22	202,422.42
MUNI GO	25930TBJ6 DOUGLAS CNTY NEB SANI & #421		2.900	NE	184003054-1	Cont 6/1/2025	11/15/2036 5/19/2020	50,000.00	50,000.00	50,000.00	47,388.50	47,388.50
D02/02						100.000	AFS	50,000.00	100.00%	50,000.00	64.44	47,452.34
MUNI GO	25931BEG7 DOUGLAS CNTY NEB SAN & IMPT DI		2.750	NE	184010678-1	Cont 5/1/2026	5/1/2035 5/3/2021	175,000.00	175,000.00	175,000.00	138,444.25	138,444.25
D02/02						100.000	AFS	175,000.00	100.00%	175,000.00	401.04	138,845.29
MUNI GO	25931LCN2 DOUGLAS CNTY NE SAN & IMPT		2.700	NE	185142862-1	Contn 6/1/2025	11/15/2028 11/15/2016	170,000.00	170,000.00	170,000.00	160,578.60	160,578.60
D02/02						100.000	AFS	170,000.00	100.00%	170,000.00	204.00	160,782.60
MUNI GO	25931VBN1 DOUGLAS CNTY NE SAN & IMPT		3.500	NE	185142866-1	Contn 6/1/2025	8/15/2032 7/27/2017	50,000.00	50,000.00	50,000.00	46,006.50	46,006.50
D02/02						100.000	AFS	50,000.00	100.00%	50,000.00	515.28	46,521.78
MUNI GO	25931VCF7 DOUGLAS CNTY NEB SAN #471		2.350	NE	177020849-1	Cont 2/15/2026	8/15/2035 2/19/2021	100,000.00	100,000.00	100,000.00	83,442.00	83,442.00
D02/02						100.000	AFS	100,000.00	100.00%	100,000.00	691.94	84,133.94
MUNI GO	25933BEB6 DOUGLAS CNTY NEB SAN & IMPT DI		3.000	NE	184003099-1	Cont 6/1/2025	11/15/2035 5/19/2020	150,000.00	150,000.00	150,000.00	138,295.50	138,295.50
D02/02						100.000	AFS	150,000.00	100.00%	150,000.00	200.00	138,495.50
MUNI GO	25936RBY1 DOUGLAS CNTY NEB S&I #537		2.400	NE	177039345-1	Cont 1/15/2027	1/15/2039 1/21/2022	150,000.00	150,000.00	150,000.00	101,073.00	101,073.00
D02/02						100.000	AFS	150,000.00	100.00%	150,000.00	1,360.00	102,433.00
MUNI REV	373807CE4 GERING NEB COMBINED UTILS REV		1.850	NE	184010461-1	Cont 4/29/2026	12/15/2035 4/29/2021	100,000.00	100,000.00	100,000.00	75,973.00	75,973.00
D02/02						100.000	AFS	100,000.00	100.00%	100,000.00	853.06	76,826.06

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

**Pledged Securities Detail
May 31, 2025**

Report Sequence: sgrp, CUSIP, Ticket

SGrp	CUSIP	S Typ Description S&P	Rate	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledge Values			Market Value Collateral Value
								Moody	State	Par Value Book Value	
MUNI	57973FDD8	MC COOK NE PUBLIC PWR DIST	3.150	185181069-1	Contn 6/1/2025 100.000	12/15/2030 8/9/2017 AFS	100,000.00	100,000.00	92,245.00	92,245.00	93,697.50
MUNI	652810G22	NEWTON IOWA	3.000	182011996-1	Cont 6/1/2029 100.000	6/1/2033 4/20/2022 AFS	185,000.00	185,000.00	179,524.00	179,524.00	182,299.00
MUNI	71366VKE9	PERENNIAL PUB PWR DIST NEB ELE	1.800	177020856-1	Cont 2/17/2026 100.000	12/15/2036 2/17/2021 AFS	210,000.00	210,000.00	170,217.60	170,217.60	171,960.60
MUNI	80373YER3	SARPY CNTY NEB S&I #158	2.800	182012079-1	Cont 4/15/2027 100.000	10/15/2035 4/19/2022 AFS	150,000.00	150,000.00	123,774.00	123,774.00	124,310.67
MUNI	80377BKT8	SARPY CNTY NEB S&I DIST #264	2.350	184010680-1	Cont 5/3/2026 100.000	8/15/2034 5/3/2021 AFS	180,000.00	180,000.00	140,493.60	140,493.60	141,739.10
MUNI	80377TBE2	SARPY CNTY NE SAN & IMPT DIST	2.800	185187220-1	Contn 6/1/2025 100.000	11/15/2028 11/15/2016 AFS	85,000.00	85,000.00	80,625.90	80,625.90	80,731.68
MUNI	80377TBF9	SARPY CNTY NE SAN & IMPT DIST	2.900	185187221-1	Contn 6/1/2025 100.000	11/15/2029 11/15/2016 AFS	85,000.00	85,000.00	79,244.65	79,244.65	79,354.21
MUNI	80378TEW8	SARPY CNTY NE SAN & IMPT DIST	3.850	185187230-1	Contn 6/1/2025 100.000	10/15/2033 4/15/2018 AFS	85,000.00	85,000.00	79,180.90	79,180.90	79,599.05
MUNI	80379AEF5	SARPY CNTY NEB SAN & IMPT #243	2.700	177011631-1	Cont 8/15/2025 100.000	8/15/2038 8/19/2020 AFS	290,000.00	290,000.00	206,100.10	206,100.10	208,405.60
MUNI	80379KEN6	SARPY CNTY NEB SAN & IMPT #272	2.300	177018881-1	Cont 12/15/2025 100.000	12/15/2034 1/11/2021 AFS	50,000.00	50,000.00	38,367.00	38,367.00	38,897.28
MUNI	810140LP6	SCOTT'S BLUFF CNTY NEB	2.550	182012068-1	Cont 4/21/2027 100.000	1/15/2034 4/21/2022 AFS	250,000.00	250,000.00	202,775.00	202,775.00	205,183.33

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

Pledged Securities Detail
May 31, 2025

H231
 Page 6 of 79

Report Sequence: sgrp, CUSIP, Ticket

SGrp	CUSIP	Description	Moody	Rate	State	Ticket-P#	Call Type	Maturity Dt	Total Face	Pledged Face	Pledge Values			Market Value
											Next Call Dt	Issue Dt	Book Value	
STyp	Loc/Pl	S&P					Call Price	Intent	Total Par	% of Total	Par Value	Interest Rec		
MUNI	818483FC9	SEWARD NE ELEC REV		2.450	NE	185187557-1	Cont'n	2/15/2028	150,000.00	150,000.00	150,000.00	141,907.50	141,907.50	
REV							6/1/2025	6/15/2016	150,000.00	100.00%	150,000.00	1,082.08	142,989.58	
D02/02							100.000	AFS						
MUNI	886094CD1	THURSTON CNTY NEB		2.500	NE	184003102-1	Cont	12/15/2035	200,000.00	200,000.00	200,000.00	152,928.00	152,928.00	
GO							6/1/2025	5/28/2020	200,000.00	100.00%	200,000.00	2,305.56	155,233.56	
D02/02							100.000	AFS						
TAX	534239FX1	LINCOLN NEB		3.000	NE	177045043-1	Cont	7/15/2026	100,000.00	100,000.00	100,000.00	98,821.00	98,821.00	
TAXGO							12/1/2025	8/20/2020	100,000.00	100.00%	100,000.00	1,133.33	99,954.33	
D02/02							100.000	AFS						
TAX	61778RBT8	MORRILL CNTY NEB SCH DIST #63		1.937	NE	177020846-1	Cont	12/1/2031	210,000.00	210,000.00	210,000.00	173,896.80	173,896.80	
TAXGO							12/1/2025	2/25/2021	210,000.00	100.00%	210,000.00	2,033.85	175,930.65	
D02/02							100.000	AFS						
CITY OF SEWARD									34,201,805.29		6,749,348.82	5,974,537.86	5,974,537.86	
											6,787,137.19	36,002.14	6,010,540.00	

CASH IN BANK \$5,672,411.11

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TREASURER'S REPORT		MONTH OF: MAY 2025				
VARIANCE AT: 67%						
	REVENUE	CURRENT YTD		UNRECEIPTED	PREVIOUS YTD	DIFFERENCE
DEPARTMENT	BUDGET	REVENUE	VARIANCE	BALANCE	REVENUE	B/W BUDGET YEARS
ELECTRIC	15,568,990	8,083,730	52%	7,485,260	8,286,291	(202,561)
ELEC BOND PYMT						
WATER	7,803,000	1,553,922	20%	6,249,078	1,398,530	155,392
WATER BOND PYMTS						
WATER SINKING FUND	20,000	- 0 -	0%	20,000	- 0 -	- 0 -
WASTEWATER TREATMENT	21,807,388	1,976,275	9%	19,831,113	1,711,743	264,532
WWTW BOND PYMT						
WWTW SINKING FUND	930,000	930,000	100%	- 0 -	- 0 -	930,000
TOTAL BUSINESS-TYPE FUNDS	46,129,378	12,543,927	27%	33,585,451	11,396,564	1,147,363
GENERAL REVENUES	5,411,339	3,361,762	62%	2,049,577	2,879,974	481,788
POLICE	6,650	2,036	31%	4,614	3,862	(1,826)
E911	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
POLICE EQUITABLE SHARING	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
STREET	5,997,066	2,104,713	35%	3,892,353	1,004,550	1,100,163
STREET STP FUNDS	190,428	190,433	100%	(5)	208,805	(18,372)
DEBT SERVICE	596,674	598,855	100%	(2,181)	837,710	(238,855)
RAIL CAMPUS	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
CDBG DOWNTOWN REVITAL GRANT	- 0 -	84,151	0%	(84,151)	110,067	(25,916)
BLDGS & GRDS (CITY HALL)	48,000	28,000	58%	20,000	33,943	(5,943)
LEVEE ACCREDITATION	146,250	- 0 -	0%	146,250	- 0 -	- 0 -
CIVIC CENTER	1,729,525	1,938,467	112%	(208,942)	203,329	1,735,138
LIBRARY	41,080	26,220	64%	14,860	93,368	(67,148)
PUBLIC PROPERTIES	32,000	22,753	71%	9,247	24,678	(1,925)
CEMETERY	68,000	49,778	73%	18,222	44,713	5,065
GOLF COURSE	599,525	316,412	53%	283,113	406,128	(89,716)
GUTHMAN TRUST - REGULAR	425	241	57%	184	385	(144)
GUTHMAN TRUST - PAVING	100	94	94%	6	245	(151)
PERPETUAL CARE - PRINCIPAL	8,250	7,350	89%	900	5,250	2,100
PERPETUAL CARE - INTEREST	3,000	2,796	93%	204	2,815	(19)
BLDGS & GRDS (OTHER)	250	- 0 -	0%	250	4,616	(4,616)
BLDG INSP/PLAN & ZONING	104,450	57,891	55%	46,559	69,049	(11,158)
FIRE/EQUIP SINKING FUND	509,000	615,443	121%	(106,443)	8,781	606,662
TREE BOARD	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
ENGINEER	133,663	- 0 -	0%	- 0 -	- 0 -	- 0 -
DOWDING POOL	81,000	8,208	10%	72,792	20,987	(12,779)
CONCESSION STAND	900	900	100%	- 0 -	- 0 -	900
SWIMMING LESSONS	16,000	- 0 -	0%	16,000	- 0 -	- 0 -
RECREATION/COMPLEX LIGHTS	43,075	30,014	70%	13,061	38,476	(8,462)
SENIOR CENTER	98,000	62,758	64%	35,242	66,600	(3,842)
SENIOR SHUTTLE	4,600	2,952	64%	1,648	3,079	(127)
RECYCLING	5,500	528	10%	4,972	4,937	(4,409)
WELLNESS CENTER	415,000	199,415	0%	215,585	2,635	196,780
ECONOMIC DEVELOPMENT (LB840)	279,689	202,805	73%	76,884	224,997	(22,192)
CAPITAL IMPROVEMENTS FUND	11,161,100	4,425,941	40%	6,735,159	816,583	3,609,358
TAX INCREMENT FINANCING	642,906	719,474	112%	(76,568)	286,039	433,435
TOTAL GOVERNMENTAL FUNDS	28,373,445	15,060,391	53%	13,179,391	7,406,601	7,653,790
(UNAUDITED)						

TREASURER'S REPORT	MONTH OF: MAY 2025					
VARIANCE AT: 67%						
	EXPENDITURES	CURRENT YTD		UNEXPENDED	PREVIOUS YTD	DIFFERENCE
DEPARTMENT	BUDGET	EXPENDITURES	VARIANCE	BALANCE	EXPENDITURES	B/W BUDGET YEARS
ELECTRIC	16,115,995	6,879,796	43%	9,236,199	7,256,546	(376,750)
ELEC BOND PYMT	492,108	463,635	94%	28,473	463,633	2
WATER	6,898,179	2,713,617	39%	4,184,562	3,851,147	(1,137,530)
WATER BOND PYMTS	357,426	348,809	98%	8,617	348,145	664
WATER SINKING FUND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
WASTEWATER TREATMENT	11,824,281	952,611	8%	10,871,670	861,915	90,696
WWTW BOND PYMT	297,193	10,946	4%	286,247	11,609	(663)
WWTW SINKING FUND	930,000	930,000	0%	- 0 -	- 0 -	930,000
TOTAL BUSINESS-TYPE FUNDS	36,915,182	12,299,414	33%	24,615,768	12,792,995	(493,581)
GENERAL EXPENSES	1,287,414	1,257,216	98%	30,198	209,182	1,048,034
POLICE	1,952,173	1,312,717	67%	639,456	1,128,891	183,826
E911	246,299	164,199	67%	82,100	188,057	(23,858)
POLICE EQUITABLE SHARING	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
STREET	6,773,162	1,869,212	28%	4,903,950	3,481,790	(1,612,578)
STREET STP FUNDS	190,428	178,511	94%	11,917	190,474	(11,963)
DEBT SERVICE	591,674	532,752	90%	58,922	771,470	(238,718)
RAIL CAMPUS	11,000	17,945	163%	(6,945)	11,399	6,546
CDBG-DOWNTOWN REVITAL GRANT	- 0 -	84,151	0%	(84,151)	110,067	(25,916)
BLDGS & GRDS (CITY HALL)	26,729	15,551	58%	11,178	17,267	(1,716)
LEVEE ACCREDITATION	215,000	156,737	73%	58,263	109,360	47,377
CIVIC CENTER	1,764,525	2,142,830	121%	(378,305)	209,965	1,932,865
LIBRARY	596,015	383,791	64%	212,224	434,130	(50,339)
PUBLIC PROPERTIES	581,959	443,842	76%	138,117	361,152	82,690
CEMETERY	259,270	184,582	71%	74,688	144,323	40,259
GOLF COURSE	847,336	370,246	44%	477,090	392,999	(22,753)
GUTHMAN TRUST - REGULAR	145	- 0 -	0%	145	- 0 -	- 0 -
GUTHMAN TRUST - PAVING	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
PERPETUAL CARE - PRINCIPAL	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
PERPETUAL CARE - INTEREST	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
BLDGS & GRDS (OTHER)	13,400	1,914	14%	11,486	3,231	(1,317)
BLDG INSP/PLAN & ZONING	178,476	112,403	63%	66,073	76,480	35,923
FIRE/EQUIP SINKING FUND	957,256	423,439	44%	533,817	182,884	240,555
TREE BOARD	12,500	450	4%	12,050	3,978	(3,528)
ENGINEER	178,217	119,695	67%	- 0 -	96,555	23,140
DOWDING POOL	267,037	52,486	20%	214,551	95,438	(42,952)
CONCESSION STAND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
SWIMMING LESSONS	9,689	- 0 -	0%	9,689	- 0 -	- 0 -
RECREATION/COMPLEX LIGHTS	375,354	202,629	54%	172,725	215,493	(12,864)
SENIOR CENTER	226,981	139,930	62%	87,051	170,605	(30,675)
SENIOR SHUTTLE	4,738	3,052	64%	1,686	3,234	(182)
RECYCLING	35,059	22,739	65%	12,320	45,852	(23,113)
WELLNESS CENTER	415,001	209,747	51%	205,254	59,395	150,352
ECONOMIC DEVELOPMENT LB840	279,690	304,647	109%	(24,957)	193,569	111,078
CAPITAL IMPROVEMENTS FUND	11,100,000	4,081,072	37%	7,018,928	226,235	3,854,837
TAX INCREMENT FINANCING	696,706	227,206	33%	469,500	225,226	1,980
TOTAL GOVERNMENTAL FUNDS	30,093,233	15,015,692	50%	15,019,019	9,358,701	5,656,991
(UNAUDITED)						

3. Claims & Payables Reports

CLAIMS LIST
6/17/2025
COUNCIL MEETING

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

AKRS EQUIPMENT INC	RE	230.42
ALL ROAD BARRICADES INC	SU	241.20
ALL STAR PRO GOLF	SU	278.16
ALLO COMMUNICATIONS	UT	987.58
AMAZON CAPITAL SERVICES INC	MAT/SU/BU	527.78
ANTHONY SABATKA	MC	1,200.00
AQUA-CHEM INC	SU	2,497.95
ARANT CREATIVE GROUP	MC	350.00
BAKER & TAYLOR	MAT	1,649.61
BIZCO TECHNOLOGIES	IT	12,482.84
BLACK HILLS ENERGY	UT	1,748.98
BORDER STATES INDUSTRIES INC	SU/INV	20,482.47
BROOKLYN HESSE	MC	45.00
BSN SPORTS LLC	SU	720.00
CALLAWAY GOLF	SU	567.89
CAPITAL BUSINESS SYSTEMS INC	SE	16.79
CASELLE INC	IT	5,904.00
CASH-WA DISTRIBUTING CO	SU	702.31
CATTLE BANK	MC	267.10
CHARTER COMMUNICATIONS	UT	433.49
CINDY VOEHL	RI	14.00
CITY OF MILFORD	MC	125.00
CITY SEWARD ELECTRIC FUND	UT	41,023.54
CITY SEWARD LIBRARY PETTY CASH	PF	44.57
CLARK ENERSEN PARTNERS	CI	4,713.50
CODR PLUMBING & EXCAVATING	BU	3,739.42
COLLIN SVEEGGEN	MC	100.00
CONTROL SERVICES INC	RE	2,929.05
CORE & MAIN LP	INV	1,208.21
CORY MUELLER DBA	BU	2,607.62
CRANE RIVER THEATER CO	MC	400.00
CROUCH'S FARM & HARDWARE	GU/RE/SU	2,102.51

CULLIGAN OF CRETE	BU	691.50
CURTIS MORK	MC	250.00
DAVISSON FURNITURE CENTER	RE	499.95
DIAMOND VOGEL PAINT CENTER	SU	585.00
DREW KRATOCHVIL	MC	45.00
DREW WOODBURN	MC	60.00
EAKES OFFICE SOLUTION	SU	331.56
ECES INC DBA CAMPBELL CLEANING	SE	2,261.00
ERIK HESSE	MC	45.00
EXCHANGE BANK	EX	3,300.00
FALLER LANDSCAPE	SU	900.00
FARMERS COOP - SEWARD	RE/GS/DF	7,791.65
FASTENAL COMPANY	SU	142.74
FYR-TEK	RE	1,040.00
GARY M JANICEK	RI	34.00
GERHOLD CONCRETE CO INC	CI	5,237.69
GRAINGER INC	BU	91.68
GREAT PLAINS COMMUNICATIONS IN	UT	575.92
GREG MILLER	MC	140.00
HARN R/O SYSTEMS	CI	78,375.90
HENKEL CORP	SU	16.00
HOFFSCHNEIDER LAW PC LLO	SE	5,000.00
HUSKER ELECTRIC SUPPLY CO	SU/BU	10,584.14
HYDRAULIC EQUIPMENT SERVICE	RE	947.32
INTERSTATE ALL BATTERY CENTER	SU	15.54
JAMES PIPHER	SE	425.00
JANET GERMER	MC	30.00
JANICE BUSS	RI	40.00
JERRY RUMERY DBA RUMERY LAWN	SU	1,571.72
JOEL BRASE	MC	105.00
JOHNSON BROS OF NEBRASKA	SU	1,118.02
JOSH LOOS	MC	210.00
K & Z DISTRIBUTING	SU	557.60
KLUG'S LLC	SE	17,500.00
LAST MILE NETWORK CONS GR LLC	IT	62.00
LAURIE MORSE	RI	40.00
LEAGUE NE MUNICIPALITIES-UTILIT	TR	4,140.00
LINCOLN WINWATER WORKS	RE	2,558.22
LUCIAN GUNN	RI	85.00
MALCOLM YOUTH SPORTS	MC	225.00
MATHESON TRI-GAS INC	SU	266.68
MENARDS NORTH	BU	129.00
MERLE'S FLOWER SHOP	MC	145.00
MEYER AUTOMOTIVE	RE	1,180.12

MICHAEL DALE	MC	775.00
MID-AMERICAN BENEFITS LLC	BE	2,344.28
MIDWEST LABORATORIES INC	TE	2,598.63
MIDWEST TURF & IRRIGATION	RE	2,537.19
MUNICIPAL SUPPLY INC OF OMAHA	RE	333.25
NEBRASKA DEPT OF AGRICULTURE	MC	17.08
NEBRASKA GOLF ASSOCIATION	SE	25.00
NEBRASKA MACHINERY COMPANY DBA	RE	190.59
NEBRASKA PUB POWER-DES MOINES	UT	452,735.94
NEBRASKA STAR BEEF CO LLC	SU	113.40
NIFCO MECHANICAL SYSTEMS INC	SE	200.00
NORRIS PUBLIC POWER DISTRICT	UT	1,365.82
ONE CALL CONCEPTS INC	SE	115.08
ONE SOURCE BACKGROUND CHECK CO	MC	252.00
O'REILLY AUTOMOTIVE INC	SU	150.48
PAC 'N' SAVE DISCOUNT FOODS	BU/GU/SU	4,087.41
PAPER TIGER SHREDDING	SE	140.00
PAUL MUELLER	MC	1,200.00
PAVERS INC	CI	1,192.80
PEPSI-COLA OF LINCOLN	SU	855.95
PROGRESSIVE MICROTECHNOLOGY IN	SE	695.00
PURPOSE ASSOCIATES	CI	23,005.00
QUALITY BRANDS OF LINCOLN	SU	1,819.42
R & R REFRIGERATION DBA LEE'S	BU	75.00
REPUBLIC NATIONAL	SU	1,066.00
RIVERSIDE PORTABLES LLC	SE	394.00
RON HERSHBERGER	MC	150.00
RYAN MCCOY	MC	200.00
RYLER PARR	MC	160.00
SAM'S CLUB/SYNCHRONY BANK	SU	845.82
SEWARD COUNTY CHAMBER &	RI	1,620.00
SEWARD COUNTY CLERK/REG DEEDS	MC	50.00
SEWARD COUNTY EMA	SE	6.00
SEWARD COUNTY TREASURER	SE	20,524.91
SEWARD ELECTRONICS	BU	71.88
SEWARD LUMBER & HOME CENTER	RE/SU/BU	1,082.03
SEWARD PUBLIC SCHOOLS	MC	200.00
SEWARD WIND LLC	UT	38,100.50
SOUTHEAST LIBRARY SYSTEM	MAT	232.50
SOUTHERN GLAZER'S OF NE	SU	2,917.04
SPICKELMIER & SON INC	SE	840.00
STATE DISTRIBUTING CO	SU	639.29
STATEWIDE TURF EQUIPMENT	FA	14,875.00
SUMMIT FIRE PROTECTION	AF	209.35

SWEET TEA MEDIA LLC	PU	1,104.80
TANNER LOOS	MC	210.00
TORIAN IBARRA	RI	85.00
TOTAL FIRE & SECURITY INC	AF	303.00
TOTAL TOOL SUPPLY INC	SU	2,609.03
TRANSUNION RISK & ALTERNATIVE	SE	75.00
TRENT KONECKY	BU	442.00
TRIMAX MOWING SYSTEMS	RE	4,149.76
TROY OSBORNE	MC	36.40
VERIZON FINANCIAL SERVICES LLC	UT	848.07
VICKIE PROCHASKA	RI	40.00
VISA - PINNACLE BANK		1,582.65
SAM'S CLUB	SU/MAT/BU	438.51
WALL STREET JOURNAL	MAT	48.38
TECHSOUP	IT	10.00
WALMART	SU	108.84
TONIES	MAT	220.00
NEXTLINK	IT	236.24
ZOOM	IT	15.99
LINCOLN JOURNAL STAR	MAT	88.00
NI SFM BOILER	SE	36.00
DEMCO	SU	380.69
WELLS IMPLEMENT INC	RE	294.60
WHITE CAP LP	SU	423.44
WINDSTREAM NEBRASKA INC	UT	718.33
ZIMCO SUPPLY CO	RE	2,222.00
		TOTAL \$855,843.66

4. Police Department Report



City of Seward
Police Department
Chief Brian W. Peters

Monthly Statistics

May **20** 25

Service Calls	561
Accidents	5
Arrests	17
Citations	25
Warnings	98
Parking Tickets	6

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

5. Draft Minutes of June 3, 2025, City Council Meeting

June 3, 2025

The Seward City Council met at 7:00 p.m. on Tuesday, June 3, 2025, with Mayor Joshua Eickmeier presiding and Deputy City Clerk Mattie Hans recording the proceedings. Upon roll call, the following Councilmembers were present: Zane Francescato, Megan Kahler, Jessica Kolterman, John Singleton, Matt Stryson, Tatum Tonniges, Rich Wergin. Councilmembers absent: Karl Miller. Other officials present: City Administrator Greg Butcher, City Attorney Kelly Hoffschneider, City Engineer Mike Oneby, and Officer Lacy Samek.

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 \$126,291.31)
2. Quarterly Seward County Chamber & Development Partnership Report (Q2)
3. Draft Minutes of May 20, 2025, City Council Meeting

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

ADMINISTRATIVE ITEMS

1. CONSIDERATION OF SEWARD COUNTY E911 INTERLOCAL BUDGET FOR FISCAL YEAR 2025-2026

Maria Scamehorn, Seward County E911 Director, provided an update for the budgetary request for the upcoming fiscal year. The budgetary request was approximately 6.49% higher than FY25, with personnel costs as the driver after a comparability review. This budget item will be finalized by the Seward County Commissioners.

Councilmember Kolterman moved, seconded by Councilmember Singleton, to approve the Seward County E911 Interlocal Budget for fiscal year 2025-2026.

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

2. CONSIDERATION OF A REQUEST FROM CENTENNIAL MARKET COOPERATIVE (NE LICENSE #125311) FOR THE APPROVAL OF A SPECIAL DESIGNATED LIQUOR LICENSE APPLICATION FOR AN EVENT AT HARVEST HALL ON JULY 18, 2025

City Administrator Butcher noted it was the first time this organization had applied for a special designated liquor license within the City, thus they would need to be approved by the Council as per the City's policy.

Councilmember Singleton moved, seconded by Councilmember Kahler, to approve the request from Centennial Market Cooperative for a special designated liquor license application on July 18, 2025 at the Harvest Hall.

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

3. CONSIDERATION OF AN OFFER RECEIVED TO PURCHASE LAND WITHIN THE COMMERCIAL RAIL CAMPUS DEVELOPMENT AREA, LEGALLY DESCRIBED AS 'LOTS 16 & 17, SEWARD RAIL CAMPUS PUD SECOND ADDITION LOCATED IN THE SE 1/4 OF SECTION 29, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH P.M., SEWARD COUNTY, NEBRASKA'

Mr. Butcher relayed that this item was the culmination of a project that has been developing over the past two years to bring a significant dairy processing facility to the Seward Rail Campus. Todd Tuls, representing DARI Processing, expressed excitement that the facility would be the only one of its kind to create a non-refrigerated product and allow for dairy exporting worldwide. The project has been strongly supported by Governor Jim Pillen. A groundbreaking is tentatively scheduled for 1:30 PM on June 18th.

A. CONSIDERATION OF AN ORDINANCE TO DIRECT THE CONVEYANCE OF REAL PROPERTY TO DARI PROCESSING, LLC

Councilmember Kolterman introduced Ordinance No. 2025-13. Councilmember Francescato moved, seconded by Councilmember Wergin, to dispense with the statutory rule.

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

June 3, 2025

Councilmember Wergin moved, seconded by Councilmember Stryson, that the minutes of the proceeding of the Mayor and the Council of the City of Seward, Seward County, Nebraska in the matter of passing: **Ordinance No. 2025-13**, AN ORDINANCE TO DIRECT THE CONVEYANCE OF REAL PROPERTY TO DARI PROCESSING, LLC; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

B. CONSIDERATION OF A PURCHASE AGREEMENT WITH DARI PROCESSING, LLC

Councilmember Singleton moved, seconded by Councilmember Stryson, to approve the purchase agreement with DARI Processing, LLC.

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

4. CONSIDERATION OF AN OFFER RECEIVED TO PURCHASE LAND WITHIN THE COMMERCIAL RAIL CAMPUS DEVELOPMENT AREA, LEGALLY DESCRIBED AS 'LOT 14, SEWARD RAIL CAMPUS PUD 2ND ADDITION, CITY OF SEWARD, SEWARD COUNTY, NEBRASKA'

Sam Huebner, owner of Parker Baby Co., described that the development project would bring a baby product business to the community, which primarily operates online. As Concordia University graduates, they are excited to return to the community from their current home of Colorado.

A. CONSIDERATION OF AN ORDINANCE TO DIRECT THE CONVEYANCE OF REAL PROPERTY TO GOOD LIFE LTD. D/B/A PARKER BABY CO.

Councilmember Kolterman introduced Ordinance No. 2025-14. Councilmember Francescato moved, seconded by Councilmember Wergin, to dispense with the statutory rule.

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

Councilmember Kolterman moved, seconded by Councilmember Wergin, that the minutes of the proceeding of the Mayor and the Council of the City of Seward, Seward County, Nebraska in the matter of passing: **Ordinance No. 2025-14**, AN ORDINANCE TO DIRECT THE CONVEYANCE OF REAL PROPERTY TO GOOD LIFE LTD. D/B/A PARKER BABY CO.; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

Councilmember Francescato moved, seconded by Councilmember Kahler that all ordinances be added to the permanent record.

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

B. CONSIDERATION OF A PURCHASE AGREEMENT WITH GOOD LIFE LTD. D/B/A PARKER BABY CO

Councilmember Francescato moved, seconded by Councilmember Stryson, to approve the purchase agreement with Good Life LTD. d/b/a Parker Baby Co.

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

5. CONSIDERATION OF A RESOLUTION DIRECTING THE CONVEYANCE OF REAL PROPERTY, LEGALLY DESCRIBED AS 'ALL THE ADJACENT VACTED ALLEY RUNNING NORTH AND SOUTH ALONG THE WEST LINE LOTS 2 AND 3, BLOCK 38, CLOYD'S ADDITION, CITY OF SEWARD, SEWARD COUNTY, NEBRASKA'

Mr. Butcher noted that the City was in the process of transferring ownership of an alley directly north of the Fast Mart site since it is not in use for vehicular traffic. The City will retain an easement.

Councilmember Singleton introduced **Resolution No. 2025-15**, to direct the conveyance of real property to Bugeaters Properties, LLC. Councilmember Tonniges moved, seconded by Councilmember Kahler, to approve the resolution as presented.

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

June 3, 2025

Nay: None. Absent: Miller. Motion carried.

6. CONSIDERATION OF AN AMENDMENT (#5) TO THE ENGINEERING SERVICES AGREEMENT WITH THE SCHEMMER ASSOCIATES, INC. FOR THE WORTHMAN BLVD WATERMAIN PROJECTS, PHASE II & PHASE III, IN THE AMOUNT OF \$55,896.90

City Engineer Oneby indicated the amendment would allow for construction oversight services of the Worthman Blvd. Watermain Projects.

Councilmember Singleton moved, seconded by Councilmember Kahler, to approve an amendment to the agreement with The Schemmer Associates, Inc. for the Worthman Blvd. Watermain Projects in the amount of \$55,896.90.

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

Nay: None. Absent: Miller. Motion carried.

7. CONSIDERATION TO APPROVE A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$514,850.90 AND ISSUE A NOTICE TO PROCEED TO VRBA CONSTRUCTION FOR THE WORTHMAN BLVD WATERMAIN PHASE II PROJECT

Mr. Oneby noted the Council had approved a recommendation to award Vrba Construction for the Worthman Blvd. Watermain Project. Construction is expected to be underway shortly.

Councilmember Stryson moved, seconded by Councilmember Singleton, to approve a construction contract with VRBA Construction for the Worthman Blvd Watermain Phase II project in the amount of \$514,850.90.

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

Nay: None. Absent: Miller. Motion carried.

8. CONSIDERATION OF A RECOMMENDATION TO AWARD M.E. COLLINS CONTRACTING CO., INC. FOR THE WORTHMAN BLVD EXTENSION PROJECT IN THE AMOUNT OF \$1,855,911.38

Mr. Oneby informed that the Worthman Blvd Extension Project had a total of seven bidders. The apparent low bidder—NLC, LLC—submitted for \$1,790,915.84. In review of the qualifications, references, and requests from City staff for more information, it was determined that NLC, LLC. did not have sufficient experience or capacity to complete the work to the project standards on the very tight schedule the project demands. It is the recommendation from City staff that the second lowest bidder—ME Collins—be awarded the bid in the amount of \$1,855,911.38. The engineer's estimate of cost was \$2.4 million. Mr. Butcher emphasized that the City spent due diligence in confirming the low-bidder's credentials and subcontractors—NLC was not timely in fulfilling these requests and proving their capability to complete the project.

The following persons were permitted to speak in regards to the item:

- Greg Portwine—co-owner at NLC, LLC—queried as to how their proposal disqualified the firm from the bid. Mr. Butcher noted that the paving references were all received favorably; however, neither NLC nor its named subcontractor had performed any stormwater or wastewater work in the past 5 years. In a follow-up query with NLC, the bidder was not timely in their response for more information about the stormwater or wastewater subcontractor(s). Additionally, the proposed project was significantly larger than any other work in the past 5 years. Mayor Eickmeier noted that the project was critical since it will coincide with the DARI Processing project and is tied to State grants, thus the City wanted to ensure that the awarded bidder was sufficiently capable of completing the work. Mr. Portwine disagreed with the disqualification that they could not complete the work, but in a respectful manner.
- Stacy Portwine—co-owner at NLC, LLC—expressed that Mr. Portwine is on-site for awarded projects extensively and that the company holds itself to a high standard of craftsmanship. Councilmember Stryson appreciated NLC's presence and clarifications but denoted it would be difficult to override City staff's recommendation after following their due diligence process.

Councilmember Kolterman moved, seconded by Councilmember Stryson, to recommend the award of a construction contract with M.E. Collins Contracting Co., Inc. for the Worthman Blvd. Extension Project.

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

Nay: None. Absent: Miller. Motion carried.

9. CONSIDERATION OF A RESOLUTION FOR FINAL ACCEPTANCE OF NDOR PROJECT NO. URB-6763(1), KAROL KAY BLVD

Mr. Butcher noted that State had overlooked this item, thus were requesting official acceptance of the project that was completed previously.

Councilmember Stryson introduced **Resolution No. 2025-16**, to allow for the final acceptance of NDOR

June 3, 2025

Project No. URB-6763(1), Karol Kay Blvd. Councilmember Wergin moved, seconded by Councilmember Singleton, to approve the resolution as presented.

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

Nay: None. Absent: Miller. Motion carried.

CITY ADMINISTRATOR'S REPORT

Councilmember Wergin moved, seconded by Councilmember Kahler, that the City Administrator's report of June 3, 2025, be accepted.

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

Nay: None. Absent: Miller. Motion carried.

STRATEGY SESSION

No strategy session was held.

MOTION TO ADJOURN

Councilmember Kolterman moved, seconded by Councilmember Singleton, that the June 3, 2025, City Council Meeting be adjourned.

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

Nay: None. Absent: Miller. Motion carried.

Adjourned approximately 8:32 p.m.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

Derek Bargmann, City Clerk

6. Mayor Appointments to Boards and Commissions:

A. Appoint Sterling Millard to the Seward Volunteer Fire Department Roster

PUBLIC HEARINGS

1. Public Hearing - 7:00 PM - Tax Increment Financing (TIF) Application by Two Creeks Holdings (1151 South Street) - TIF Attorney Andrew Willis

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

Staff Report
Tim Dworak, Building/Zoning &
Code Enforcement Director
402-643-2928 opt 3 opt 1

APPLICATION TYPE

FINAL ACTION?

DEVELOPER/OWNER

Tax - Increment Financing Application

Two Creek Holdings LLC, Mike Lewis

PC HEARING DATE

RELATED APPLICATIONS

PROPERTY ADDRESS, ZONING DISTRICT

June 9, 2025

1151 South St, UC Urban Corridor

ADJACENT ZONING DISTRICTS/USE:

North, UC, Commercial – Two Creek Holdings LLC, Dustin Dobesh

South, UC, Commercial – Merle’s Greenhouses Inc.

East, UC, Residential – Delray & Patricia Werth

West, UC, Commercial – Rodenbaugh Properties LLC (Burn’s Body Shop)

BRIEF SUMMARY OF REQUEST

Two Creek Holdings is proposing a paint supply and tool equipment wholesale facility.



APPLICATION CONTACT

Mike Lewis, 402-270-5392

1870 266th Rd, 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:

0.82 acres or 35,545 square feet +/-

LEGAL DESCRIPTION:

ADMINISTRATIVE REPLAT OF LOTS 7-10, BLOCK 37, HARRIS, MOFFITT AND ROBERTS ADDITION

Prepared by

Tim Dworak

City of Seward Building-Zoning-Code Enforcement Director

**PLANNING COMMISSION
CITY OF SEWARD, NEBRASKA**

RESOLUTION # 2025-01

(Amendment to Redevelopment Plan – Two Creeks Holdings 2025
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 TWO CREEKS HOLDINGS 2025 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 June 9, 2025, 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 9th day of June, 2025.

PLANNING COMMISSION OF THE CITY
OF SEWARD, NEBRASKA

By: 

Chairperson

- A. Presentation and Review of TIF Application, Cost Benefit Analysis, Redevelopment Plan Amendment, Redevelopment Agreement

Tax-Increment Financing Application

CITY OF SEWARD, NEBRASKA
 COMMUNITY REDEVELOPMENT AUTHORITY (CRA)
 537 MAIN STREET - P.O. BOX 38 - SEWARD, NE 68434-0038

1. Applicant Information

Business Name: Two Creek Holdings LLC Federal Id #: 47-~~XXXX~~ 3884366

Contact Person for Applicant: Mike Lewis Cell Phone: 402-270-5392

Street Address: 1870 Zelech Rd Seward NE 68434 City, State, Zip: _____

Mailing Address (if different): _____ City, State, Zip: _____

Bus. Phone: 402-643-6430 Bus. Fax: 402-643-6430

Email: mike_lewis@stpjsupply.com

Business Organization: Proprietorship Corporation Partnership LLC

Other, please explain: _____

Ownership: List all Officers, Directors, Partners, Owner(s), Co-Owners and/or Stockholders.

Name	Title	Ownership Percent
<u>Michael Lewis</u>	<u>Pres</u>	<u>50%</u>
<u>Staci Lewis</u>	<u>Sec</u>	<u>50%</u>
_____	_____	_____
_____	_____	_____

2. Imagine Nebraska Act

- a. Have you filed or do you intend to file an application to receive tax incentives under the Imagine Nebraska Act for this project? Yes No
- b. If an application has been filed, has it been approved? Yes No
- c. Does your application include, or will it include, as one of the tax incentives, a refund of the city's local option sales tax revenue? Yes No

3. Project Description

- a. What type of business does this project involve (i.e. industrial, commercial, residential, etc.): Paint Supply + tools equipment wholesale
- i. If the project involves housing, please give a description of intended tenants, type of household (families/elderly/etc.), income levels, impact on the schools and/or community, etc.: _____
- ii. If the project involves retail business, please give a description of the retail business, how the community would benefit from this retail business, the impact on similar existing retail businesses, etc.: we do 99% wholesale Statewide sale, we do not compete locally
- iii. If the project involves industry, please give a description of the type of industry, impact on the environment, impact on the community, similar existing industries in town, etc.: _____
- b. What is the estimated number of new jobs this project will create? 1-2
- c. What is the pay scale and benefits package for these positions? 50-75K

4. Proposed Project Site

Site Address Seward AMBRA Addition Block Current Owner 37 lots 6 ALL 7-10

Legal Description: Seward AMBR addition Block
37 lot 6 ALL lots 7-10

If current site owner is not the applicant, please list the arrangement to build:

5. Physical Description of the Proposed Project

Please include square footage, size of property, description of building materials:

4960 square Ft - Steel Building

Site Plan Attached? Yes No

6. Land Use:

- a. Is the property located in a blighted or substandard area? Yes No
- b. If property is to be subdivided, please include copy of planned division: Yes No
Copy Attached?
- c. Current Zoning of the property: DRIVEN CORRIDOR
- d. Is the proposed project a permitted use on the property? Yes No

What permits would be required?

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

Needs Front Set Back Adjustment

7. Relocation

a. Will any residences or businesses need to relocate because of this project? Yes No If yes, please explain.

b. Will any housing units be eliminated by this project? Yes No If yes, what is your plan to create equivalent replacement housing units?

8. Estimated Project Costs

- a. Land Acquisition, if applicable: \$ 40,000
- b. Site Development (itemize below): \$ 31,600 (Totalled)
 - i. Survey \$ 2,000
 - ii. Demolition \$ 5,000
 - iii. Grading \$ 2,100
 - iv. Site Preparation \$ 2,100
 - v. water & sewer
 - vi. Site Plan \$ 3,000
 - vii. Other (explain):

c. Building Construction Cost: \$ 323,000

d. Other Site Improvements (explain): Concrete 70,000

e. Equipment: \$ 3,500

f. Architectural and Engineering Fees: \$ _____

g. Legal Fees: \$ _____

h. Financing Costs: \$ _____

i. Broker Costs, if any: \$ _____

j. Contingencies: \$ _____

k. Other (explain): \$ 418,100

Total: \$ 318,100

9. Please attach the following documentation

- a. Construction Pro Forma. Attached? Yes No
- b. Annual Income and Expense Pro Forma (with appropriate schedules). Attached? Yes No
- c. Applicant's Corporate/Business Annual Financial Statements for the last three years. Attached? Yes No
- d. Business Plan for the proposed project. Attached? Yes No

10. Estimated Tax Increment

a. Total estimated assessed valuation of Real Property at completion: \$ 418,000

Please also describe how you arrived at this value (e.g., discussions with County Assessor, previous construction projects, etc.):

From property Adjustment Property located At 237 South 17

b. Latest property valuation before construction (from Property Tax Statement): \$ 574,075

c. Estimated increase in real estate valuation: \$ 355,925

d. Estimated new real estate tax generated annually: \$ 5736.34

11. Proposed Source of Financing

- a. Equity: \$ 150,000
- b. Bank loan: \$ 200,000 (please provide conditional approval or commitment letters, if applicable)
- c. Tax Increment Financing: \$ 77045
- d. Other (please describe): \$
- e. TOTAL FINANCING: \$ 418,000

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

Dan's Construction - York NE
Behlen Engineering
Michael Lewis - General

13. Project construction schedule:

- a. Construction start date: 1 Aug 2024
- b. Construction completion date: 1 July 2025
- c. If project is phased: Year / % Complete

14. 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:

N/A

15. Amount of TIF request:

\$ 77045

16. Application Fee Paid:

\$ 704.50

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.

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.

17. 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):

5000 - Square Concrete For Parking
 99,000 - 850 per ft Quote
 3000 - Drawing + Architect + Site Plan Prep
~~2000~~ - Sewer + Water Hook up
 2000 - Electric Cost to Lot + 3 Phase
 Survey Cost / Replat: \$
 5000 Dirt work For Site
 Architect Cost + Site Plan + ASH
 2000 Site survey

18. 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.

Having the TIF money make this
 project doable. without TIF
 the project would be a stretch.

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

I would consider a much
 smaller version of the
 building instead with TIF
 a larger foot print.

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

Addition growth for
 the tenant business which
 leases, STPS Supply Inc employe
 21 people and will continue to
 expand.
 Clean up the Area similar to
 the project across Street
 237 South 12
 1701 Main Street

The above information is accurate to the best of my knowledge and belief. The above information is provided to help the City to evaluate the feasibility of the use of tax increment financing. I/we further authorize the release of all personal and business credit information to the City of Seward and acknowledge this information upon submission will be considered a Public Record.

Signature: _____

Printed Name: Michael Lewis

Title: President

Date: 4-24-2025

Two Creeks Holdings LLC
Profit & Loss
 January through December 2024

	Jan - Dec 24	Jan - Dec 23
Ordinary Income/Expense		
Income		
Rental Income-St. PJ's	145,000.00	130,000.00
Total Income	145,000.00	130,000.00
Expense		
Merles Land Lots 4-10		
Interest	2,165.79	2,784.48
RE Taxes	608.36	0.00
Total Merles Land Lots 4-10	2,774.15	2,784.48
Kralik Acerage-Rental House		
Depreciation	0.00	7,557.98
Fees	0.00	2,327.25
Insurance	0.00	1,336.00
Interest	0.00	14,855.55
Propane/Utilities	0.00	1,260.44
RE Taxes	0.00	6,990.15
Repairs/Maintenance	0.00	6,263.45
Total Kralik Acerage-Rental House	0.00	40,590.82
Seward Rental House		
Fees	0.00	-0.27
Total Seward Rental House	0.00	-0.27
Seward Commercial Buildings		
Accounting	3,035.00	3,355.00
Amortization Loan Fees	146.70	147.00
Automobile Expense	724.37	505.29
Bank Service Charges	0.00	872.00
Depreciation Expense	11,723.83	11,721.00
Donation	0.00	2,350.00
Interest Expense	37,546.57	35,387.71
Labor	1,750.00	493.99
Meals and Entertainment	7.11	59.27
Office Supplies	0.00	29.95
Repairs and Maintenance	9,989.06	0.00
Small Tools and Equipment	1,999.30	81.64
Storage	2,001.94	4,270.00
Tax Financing Expense		
TIF Shortages	855.48	0.00
Total Tax Financing Expense	855.48	0.00
Travel Expense	56.45	709.69
Utilities	900.00	75.00
Total Seward Commercial Buildings	70,735.81	60,057.54
Total Expense	73,509.96	103,432.57
Net Ordinary Income	71,490.04	26,567.43
Other Income/Expense		
Other Income		
NE PTC Refunds	2,364.00	3,050.00
Interest on Shelby Contract	1,702.24	1,992.26
Buildings Sold		
Basis on Building Sold	0.00	-600,385.06
Buildings Sold - Other	0.00	610,000.00
Total Buildings Sold	0.00	9,614.94
Total Other Income	4,066.24	14,657.20

2:47 PM

03/03/25

Accrual Basis

Two Creeks Holdings LLC
Profit & Loss
January through December 2024

	<u>Jan - Dec 24</u>	<u>Jan - Dec 23</u>
Other Expense		
NE PTET Taxes	7,741.00	11,113.00
Total Other Expense	7,741.00	11,113.00
Net Other Income	-3,674.76	3,544.20
Net Income	<u>67,815.28</u>	<u>30,111.63</u>

Two Creeks Holdings LLC
Profit & Loss
 January through December 2022

	Jan - Dec 22
Ordinary Income/Expense	
Income	
Rental Income-Kralik Acerage	11,319.11
Rental Income-St. PJ's	110,000.00
Total Income	121,319.11
Expense	
Merles Land Lots 4-10	
Interest	1,334.90
RE Taxes	417.23
Total Merles Land Lots 4-10	1,752.13
Kralik Acerage-Rental House	
Depreciation	20,154.60
Equipment Rental/Tools	2,109.94
Fees	64.54
Insurance	2,562.50
Interest	20,002.79
Labor	6,500.00
Propane/Utilities	2,400.45
RE Taxes	7,022.82
Repairs/Maintenance	16,727.99
Total Kralik Acerage-Rental House	77,545.63
Seward Commercial Buildings	
Accounting	2,100.00
Amortization Loan Fees	147.00
Automobile Expense	450.55
Depreciation Expense	11,669.30
Donation	300.00
Interest Expense	8,688.95
Meals and Entertainment	252.80
Office Supplies	132.89
Repairs and Maintenance	175.00
Small Tools and Equipment	6,784.00
Tax Financing Expense	
TIF Shortages	303.56
Total Tax Financing Expense	303.56
Travel Expense	900.17
Total Seward Commercial Buildings	31,904.22
Total Expense	111,201.98
Net Ordinary Income	10,117.13
Other Income/Expense	
Other Income	
Nebraska Income Tax Refund	1,591.00
Interest on Shelby Contract	1,804.35
Total Other Income	3,395.35
Net Other Income	3,395.35
Net Income	13,512.48

Return to:
Blevens & Damman
129 N. 5th Street
Seward, NE 68434

CORPORATION WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that Merle's Greenhouses, Inc., a Nebraska corporation, herein called the grantor, whether one or more, in consideration of One Dollar (\$1.00) and other valuable consideration received from grantees, does grant, bargain, sell, convey and confirm unto grantee, Two Creeks Holdings, LLC, a Nebraska limited liability company, the following described real property in Seward County, Nebraska

Lots 4, 5, 6, 7, 8, 9, and 10, Harris, Moffitt & Roberts Addition, City of Seward, Seward County, Nebraska, EXCEPT the following portion of Lot 6 condemned by the City of Seward, Nebraska, for street and traffic purposes: beginning at the Northwest Corner of Lot 6 in Block 37 in that addition; thence Easterly on the North line of that Lot 21.1 feet; thence Southwesterly to a point on the West line of that Lot 17.1 feet Southerly measured along the West line of that Lot, from the Northwest corner thereof; thence Northerly 17.1 feet to the place of beginning, which exception contains .004 acres, more or less.

To have and to hold the above-described premises together with all tenements, hereditaments and appurtenances thereto belonging unto the grantor and to the grantor's assigns, or to the heirs and assigns of the grantor forever. And grantor does hereby covenant with the grantees and with the assigns and with the heirs and assigns of the survivor of the grantees that grantor is lawfully seised of said premises; that they are free from encumbrance; that grantor has good right and lawful authority to convey the same; and that grantor warrants and will defend the title to said premises against the lawful claims of all persons.

Date:

Earl Graves
Earl Graves 7-7-22

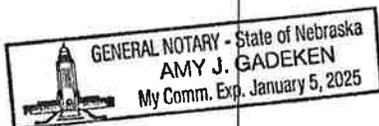
Earl Graves
Earl Graves, President of Merle's Greenhouses, Inc.,
A Nebraska corporation

State of Nebraska, County of Seward -- ss.

The foregoing Corporation Warranty Deed was acknowledged before me on 7/7/2022 2022, by Earl Graves, President of Merle's Greenhouses, Inc., a Nebraska Corporation on behalf of the Corporation.

[Signature]

Notary Public



Return to:
Blevens & Damman
129 N. 5th Street
Seward, NE 68434

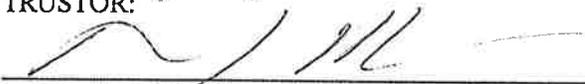
ACKNOWLEDGMENT

Two Creek Holdings, LLC, a Nebraska limited liability company (referred to as "Trustor"), under that certain Deed of Trust dated July 7, 2022, ("Deed of Trust"), to be entered into among Trustor, Gregory C. Damman ("Trustee"), and Merles Greenhouses, Inc., a Nebraska corporation, ("Beneficiary"), hereby acknowledge that it is understood that (a) the Deed of Trust to be executed by Trustor is a trust deed and not a mortgage; and (b) the power of sale provided for in the Deed of Trust provides substantially different rights and obligations to the Trustor than a mortgage in the event of a default or breach of obligation.

Trustor acknowledges that this Acknowledgment was made prior to the execution of the Deed of Trust.

Executed and delivered this 7 day of July, 2022

TRUSTOR:



Michael Lewis, Authorized Member
Two Creeks Holdings, LLC

DEED OF TRUST

THIS DEED OF TRUST is made as of July 7, 2022, by and among, Two Creeks Holdings, LLC, a Nebraska limited liability company (referred to herein as "Trustor"), Gregory C. Damman, Attorney at Law, ("Trustee"), whose mailing address is 129 N. 5th St., Seward, NE 68434, and Merle's Greenhouses, Inc., a Nebraska corporation (referred to herein as "Beneficiary").

FOR GOOD AND VALUABLE CONSIDERATION, Trustor irrevocably transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions of this Deed of Trust, the real property (the "Property") legally described as follows:

Lots 4, 5, 6, 7, 8, 9, and 10, and the East Half (E1/2) of vacated Twelfth Street adjoining Lot 7, Harris, Moffitt & Roberts Addition, City of Seward, Seward County, Nebraska, EXCEPT the following portion of Lot 6 condemned by the City of Seward, Nebraska, for street and traffic purposes: beginning at the Northwest Corner of Lot 6 in Block 37 in that addition; thence Easterly on the North line of that Lot 21.1 feet; thence Southwesterly to a point on the West line of that Lot 17.1 feet Southerly measured along the West line of that Lot, from the Northwest corner thereof; thence Northerly 17.1 feet to the place of beginning, which exception contains .004 acres, more or less.

TOGETHER WITH, all rents, easements, appurtenances, hereditaments, interests in adjoining roads, streets and alleys, improvements and buildings of any kind situated thereon, and all personal property that may be or hereafter become an integral part of such buildings and improvements.

The Property and the entire estate and interest conveyed to the Trustee are referred to collectively as the "Trust Estate."

FOR THE PURPOSE OF SECURING:

(a) Payment of indebtedness in the total principal amount of \$60,000.00, with interest at five and one-half (5.5%) percent per annum, evidenced by that certain promissory note of even date herewith executed by Trustor which has been delivered and is payable to the order of Beneficiary, and which by this reference is hereby made a part hereof, and any and all modifications, extensions and renewals thereof, and

(b) Payment of all sums advanced by Beneficiary to protect the Trust Estate.

This Deed of Trust, the Note, and any other instrument given to evidence or further secure the payment and performance of any obligation secured hereby are referred to collectively as the "Loan Instruments."

TO PROTECT THE SECURITY OF THIS DEED OF TRUST:

1. Payment of Indebtedness: Covenant of Title.

(a) Trustor shall pay when due the principal indebtedness evidenced by the Notes.

(b) Trustor hereby covenants with Beneficiary that Trustor is lawfully seized of the Property hereby conveyed, that Trustor warrants and will defend the title to the Property against the lawful claims of all persons whomsoever, that Trustor has the right to grant and convey the Property, and that the Property is unencumbered by any mortgage, trust deed, contract to purchase, or otherwise. Trustor covenants that there are no other prior liens of any kind upon the Property.

2. Taxes. Trustor shall pay each installment of all taxes and special assessments of every kind, now or hereafter levied against the Trust Estate or any part thereof, before delinquency, without notice or demand, and shall provide Beneficiary with evidence of the payment of same. Trustor shall pay all taxes and assessments which may be levied upon Beneficiary's interest herein or upon this Deed of Trust or the debt secured hereby without regard to any law that may be enacted using payment of the whole or any part thereof upon the Beneficiary. Trustor shall escrow funds to pay such taxes if Beneficiary so requests.
3. Insurance and Repairs. Trustor shall maintain fire and extended coverage insurance insuring the improvements and buildings constituting part of the Trust Estate for an amount no less than the replacement value of the Trust Estate. Such insurance policy shall contain a standard mortgage clause in favor of Beneficiary and shall not be cancelable, terminable or modifiable without ten (10) days prior written notice to Beneficiary. Trustor shall promptly repair, maintain and replace the Trust Estate or any part thereof so that, except for ordinary wear and tear, the Trust Estate shall not deteriorate. In no event shall the Trustor commit waste on or to the Trust Estate.
4. Actions Affecting Trust Estate. Trustor shall appear in and contest any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee and shall pay all costs and expenses, including cost of evidence of title and attorney's fees, in any such action or proceeding in which Beneficiary or Trustee may appear. Should Trustor fail to make any payment or to do any act as and in the manner provided in any of the Loan Instruments, Beneficiary and/or Trustee, each in its own discretion, without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation, may make or do the same in such manner and to such extent as either way deem necessary to protect the security hereof. Trustor shall, immediately upon demand therefor by Beneficiary, pay all costs and expenses incurred by Beneficiary in connection with the exercise by Beneficiary of the foregoing rights, including, without limitation, costs of evidence of title, court costs, appraisals, surveys and attorney's fees.
5. Eminent Domain. Should the Trust Estate, or any part thereof or interest therein, be taken or damaged by reason of any public improvement or condemnation proceeding, or in any other manner including deed in lieu of Condemnation ("Condemnation"), or should Trustor receive any notice or other information regarding such proceeding, Trustor shall give prompt written notice thereof to Beneficiary. Beneficiary shall be entitled to all compensation, awards and other payments or relief therefor and shall be entitled at its option to commence, appear in and prosecute in its own name any action or proceedings. Beneficiary shall also be entitled to make any compromise or settlement in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds awarded to Trustor (the "Proceeds") are hereby assigned to Beneficiary, and Trustor agrees to execute such further assignments of the Proceeds as Beneficiary or Trustee may require.
6. Appointment of Successor Trustee. Beneficiary may, from time to time, by a written instrument executed and acknowledged by Beneficiary, mailed to Trustor and recorded in the county in which the Trust Estate is located, and by otherwise complying with the provisions of the applicable law of the State of Nebraska, substitute a successor or successors to the Trustee named herein or acting hereunder.
7. Successors and Assigns. This Deed of Trust applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, personal representatives, successors and assigns. The term "Beneficiary" shall mean the owner and holder of the Notes, or either of them, whether or not named as Beneficiary herein.

8. Inspections. Beneficiary, or its agents, representatives or workmen, are authorized to enter at any reasonable time upon or in any part of the Trust Estate for the purpose of inspecting the same and for the purpose of performing any of the acts it is authorized to perform under the terms of any of the Loan Instruments.
9. Events of Default. Any of the following events shall be deemed an event of default hereunder:
- (a) Trustor shall have failed to make payment of any installment of principal or any other sum secured hereby when due; or
 - (b) There has occurred a breach of or default under any term, covenant, agreement, condition, provision, representation or warranty contained in any of the Loan Instruments, including smoking or burning candles within the residence; or
 - (c) Trustor shall sell, transfer, lease or discontinue occupying all or any part of the Property or an interest therein without Beneficiary's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, or (c) a transfer by devise, descent or operation of law upon the death of a joint tenant.
10. Acceleration Upon Default. Additional Remedies. Should an event of default occur, Beneficiary may declare all indebtedness secured hereby to be due and payable and the same shall thereupon become due and payable without any presentment, demand, protest or notice of any kind. Thereafter, Beneficiary may:
- (a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Trust Estate, or any part thereof, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Trust Estate, or part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Trust Estate, sue for or otherwise collect the rents, issues and profits thereof, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorneys' fees, upon any indebtedness secured hereby, all in such order as Beneficiary may determine. The entering upon and taking possession of the Trust Estate, the collection of such rents, issues and profits, and the application thereof as aforesaid shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession of the Trust Estate or the collection, receipt and application of rents, issues or profits, Trustee or Beneficiary shall be entitled to exercise every right provided for in any of the Loan Instruments or by law upon occurrence of any event of default, including the right to exercise the power of sale.
 - (b) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof.
 - (c) Deliver to Trustee a written notice of default and election to cause Trustor's interest in the Trust Estate to be sold, which notice Trustee shall cause to be duly filed for record in

the appropriate official records of the county in which the Trust Estate is located.

11. Foreclosure by Power of Sale. Should Beneficiary elect to foreclose by exercise of the Power of Sale herein contained, Beneficiary shall notify Trustee and shall deposit with Trustee this Deed of Trust and the Notes and such receipts and evidence of expenditures made and secured hereby as Trustee may require.

(a) Upon receipt of such notice from Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Default and Notice of Sale as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after such time as may then be required by law and after recordation of such Notice of Default and after Notice of Sale having been given as required by law, sell the Trust Estate at the time and place of sale fixed by it in such Notice of Sale, either as a whole, or in separate lots or parcels or items as Trustee shall deem expedient, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee and Beneficiary, may purchase at such sale and Trustor hereby covenants to warrant and defend the title of such purchaser or purchasers.

(b) As may be permitted by law, after deducting all costs, fees and expenses of Trustee and of this Trust, including costs of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of (i) all sums expended under the terms hereof, not then repaid, without interest; (ii) all other sums then secured hereby; and (iii) the remainder, if any, to the person or persons legally entitled thereto.

(c) Trustee may, in the manner provided by law, postpone sale of all or any portion of the Trust Estate.

12. Remedies Not Exclusive. Trustee and Beneficiary, and each of them, shall be entitled to enforce payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this Deed of Trust or under any Loan Instrument or other agreement or any laws now or hereafter in force, notwithstanding that some or all of the such indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement, whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Trustee's or Beneficiary's right to realize upon or enforce any other security now or hereafter held by Trustee or Beneficiary, it being agreed that Trustee and Beneficiary, and each of them, shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Beneficiary or Trustee in such order and manner as they or either of them may in their absolute discretion determine. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Instruments to Trustee or Beneficiary or to which either of them may be otherwise entitled may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Beneficiary, and either of them may pursue

inconsistent remedies. Nothing herein shall be construed as prohibiting Beneficiary from seeking a deficiency judgment against the Trustor to the extent such action is permitted by law.

13. Assignment of Rents. For the purpose of furnishing further security for the debt secured hereby, Trustor hereby assigns, transfers and sets over to the Beneficiary, to be applied toward the payment of the Notes and all other sums secured hereby or evidenced by the Loan Instruments, in case of default in the performance of any of the terms and conditions of this Deed of Trust, or the said Notes, or the terms of any Loan Instruments, all the rents, revenues and incomes, if any, to be derived from the Property during such time as the Notes shall remain unpaid; and the Beneficiary shall have the power to appoint any agent or agents it may desire for the purpose of repairing the Property and of renting the same and collecting the rents, revenues and income, and it may pay out of said income all expenses of repairing the Property and necessary commissions and expenses incurred in renting and managing the same and of the payment of insurance premiums and of collecting rentals therefrom, and the balance remaining, if any, to be applied toward the discharge of the Notes.

14. Request for Notice. Trustor hereby requests a copy of any notice of default and that any notice of sale hereunder be mailed to it at the address set forth in the first paragraph of this Deed of Trust.

15. Governing Law. This Deed of Trust shall be governed by the laws of the State of Nebraska. In the event that any provision or clause of any of the Loan Instruments conflicts with applicable laws, such conflicts shall not affect other provisions of such Loan Instruments which can be given effect without the conflicting provision and, to this end, the provisions of the Instruments are declared to be severable. This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

16. Reconveyance by Trustee. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and the Notes to Trustee for cancellation and retention, and upon payment by Trustor of Trustee's fees, Trustee shall reconvey to Trustor, or the person or persons legally entitled thereto, without warranty, any portion of the Trust Estate then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or persons entitled thereto."

17. Notices. Whenever Beneficiary, Trustor or Trustee shall desire to give or serve any notice, demand, request or other communication with respect to this Deed of Trust, each such notice, demand, request or other communication shall be in writing and shall be effective only if the same is delivered by personal service or mailed by certified mail, postage prepaid, return receipt requested, addressed to the address set forth at the beginning of this Deed of Trust. Any party may at any time change its address for such notices by delivering or mailing to the other parties hereto, as aforesaid, a notice of such change.

18. Acceptance by Trustee. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

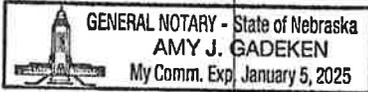
TRUSTOR:

[Handwritten signature]

Michael Lewis, Authorized Member
Two Creeks Holdings, LLC

State of Nebraska, County of Seward -- ss.

The foregoing Deed of Trust was acknowledged before me on July 7, 2022,
by Mike Lewis, Managing Member of Two Creeks Holding, LLC, a Nebraska limited liability
company on behalf of the company.



[Handwritten signature]

Notary Public

ACCEPTANCE OF CONVEYANCE

The undersigned Trustee, for the uses and purposes therein stated, does hereby accept
delivery of the above and foregoing Deed of Trust upon the terms and conditions therein stated.

TRUSTEE:

Gregory C. Damman

STATE OF NEBRASKA)
)ss.
COUNTY OF SEWARD)

The foregoing instrument was acknowledged before me on the _____ day of _____, 2022, by Gregory C. Damman, Trustee.

Notary Public

Business Plan for Two Creek Holdings LLC for lot 7-10 of block 37

HM&R addition

1. Develop new rental space for tenant ST. PJ Supply Inc. for expansion and growth in there business. St. PJ Supply Inc is and long time company in Seward NE starting in 1993. Ownership include Mike and Staci Lewis , Shelby Lewis and Clark Noble. ST. PJ Supply has grown to 22 total employees and has had solid sales growth and would like to expand.
2. Tenants would pay increased rent and maintain triple net lease and would continue to improve area in similarity to 237 South 12th Street and 1201 Main Street which are across Hwy 34 .
3. Tenant rent would cover mortgage requirements. Upon completion of this project Two Creek Holding will hopeful develop lot 4-6 north of this property. If the TIF is approved this helps with equity position and would allow faster development.

Thanks for considering this project



Michael Lewis

President

Two Creek Holdings LLC

two creek elm street project

New Construction

Probable Cost

Total Sheet

<u>Description</u>	<u>Cont. / Supplier</u>	<u>Total</u>	tenant pay
Pre Construction Administration:			
1. Permitting		\$ 2,500.00	
1. Architect		\$ 1,000.00	
2. Engineer, Civil		\$ -	
3. Engineer, Structural		\$ -	
4. Engineer, Mechanical & Electrical		\$ -	
5. Site/Building Lay Out Survey		\$ 2,600.00	\$ -
water sewer estate jr bobcat		\$ 21,000.00	
HM Doors, Frames & Hardware	Behlen Manufacturing	\$ -	
Wood Doors		\$ -	500.00
Overhead Doors & Operators		\$ -	
Gypsum Drywall Systems		\$ -	
concrete out side		\$ 40,000.00	15,000.00
Masonry		\$ -	
Painting, Staining & Floor Seal		\$ -	1,500.00
Toilet & Bath Accessories		\$ -	500.00
Fire Extinguishers & Cabinets	Owner's Allowance	\$ -	500.00
Window Coverings		\$ -	
Pre Engineered Metal Building	Behlen Manufacturing	\$ 261,000.00	
Plumbing		\$ 7,000.00	
Fire Protection Systems		\$ -	15,000.00
HVAC	Gene	\$ 30,000.00	
Gas Piping		\$ -	
Electrical		\$ 25,000.00	
Net		\$ 411,000.00	

*Subtotal
Contingency*

\$ -

TOTAL

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

(TWO CREEKS HOLDINGS 2025 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 1164 Elm Street. The Project Site was the South half of Parcel ID #800083555 (1151 South Street), which was recently subdivided by administrative replat to create the Project Site.





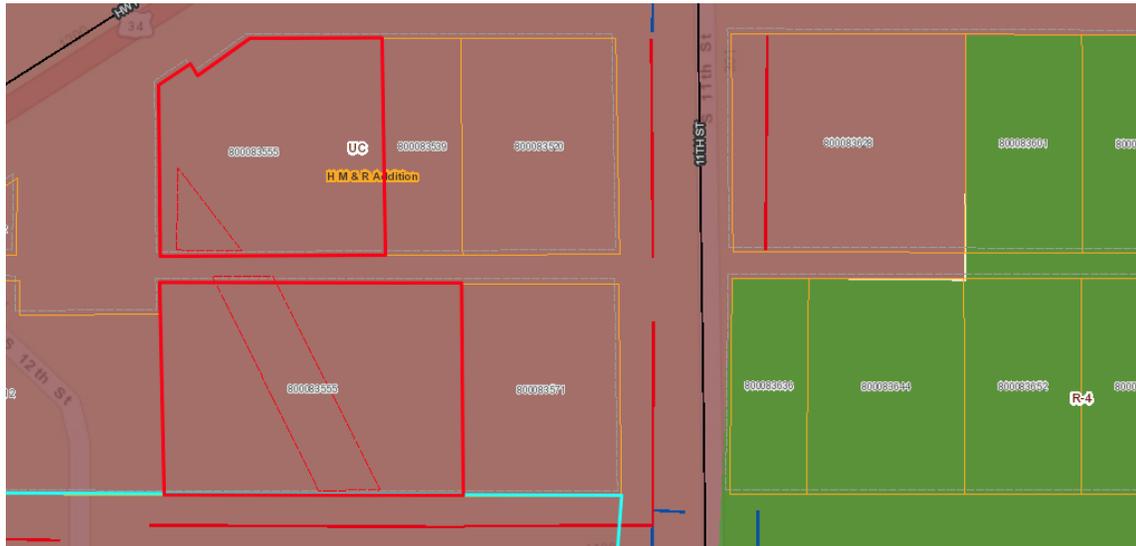
The Project Site is currently vacant. It is intersected by a sanitary sewer easement and storm sewer easement that make development of the Project Site challenging.



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 zoned UC – Urban Corridor:

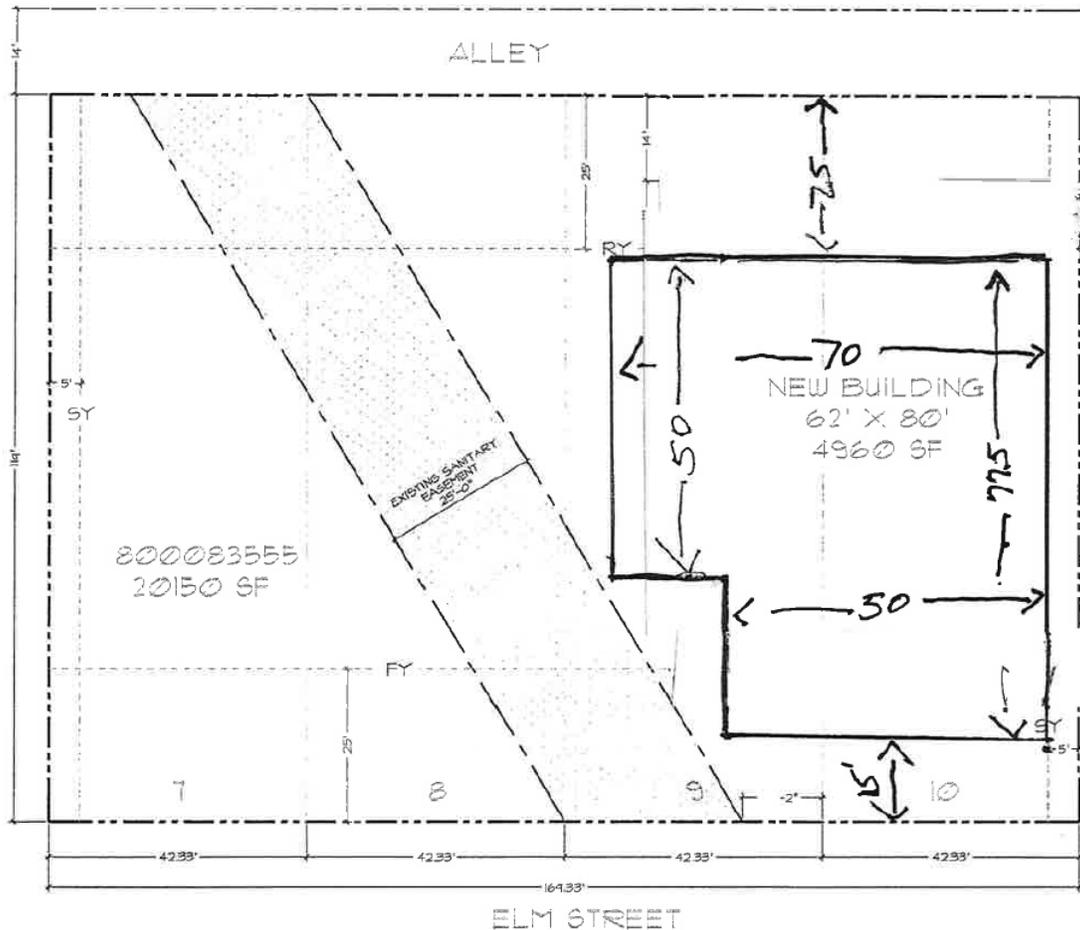


The Future Land Use Map of the Comprehensive Plan (defined below) designates the Project Site as Commercial:



The Redevelopment Project

Two Creeks Holdings, LLC (“Redeveloper”) currently owns the Project Site. Pending approval of this Plan Amendment, Redeveloper intends to construct an approximately 4,960 square foot steel building on the south half of parcel (south of the alley), together with all related improvements (“Project”). The buildings will be used for additional shop, storage, and warehouse space for St. PJ Supply Inc. Below is a preliminary site plan for the Project:



Construction of the project is intended to commence in 2025 after Project approval and be completed in Summer 2026.

The preliminary estimated total cost of the Project is \$458,100. The total estimated cost includes more than \$92,000 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 as designed.

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 \$77,045 in TIF Indebtedness based upon the projected base value of \$54,075, an anticipated completed valuation of \$410,000, 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 \$77,045. 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 2025 or 2026, depending whether there is an increase in valuation for the partial construction that occurs in 2025. The first year that the tax increment is anticipated to be captured will be 2026 or 2027. The real property ad valorem taxes on the base valuation will continue to be paid to the appropriate taxing jurisdictions. The increase will come

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.

from development of the Project Site 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 July, 2022.

B. Population Density

The proposed development of the Project Site is the construction of a commercial building 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 an approximately 4,960 square foot steel building on an approximately 20,150 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 minimally increase traffic to and from the Project Site. The Project Site is located on Highway 35, across the street from the current tenant location that is being expanded. 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 UC Urban Corridor District. The Project is a permitted use within said zoning district. Due to the unique characteristics of the lot, including a storm sewer easement and a sanitary sewer easement intersecting the lot, the property will require a setback adjustment as designed. Redeveloper shall be responsible for obtaining approval of the setback

adjustment and this agreement shall not be interpreted as approval of such requirement. Other than the setback adjustment, 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 for supporting businesses, including: (1) identifying potential solutions to overcome barriers to retention and expansion of existing businesses, and (2) encouraging the creation of complementary business clusters to reduce operational costs to promote business growth. The development of businesses along Highway 34 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 develop the commercial space necessary to retain and expand an existing local business along Highway 34. The location is adjacent to the current facilities, making it ideal for redevelopment for this business or a complementary business.

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

Legal Description: Lot 1, Administrative Replat of lots 7-10, Block 37, Harris, Moffitt and Roberts Addition to the City of Seward, Seward County, Nebraska

Situs Address: 1164 Elm St, Seward NE 68434

The general location of the Project Site is depicted below:

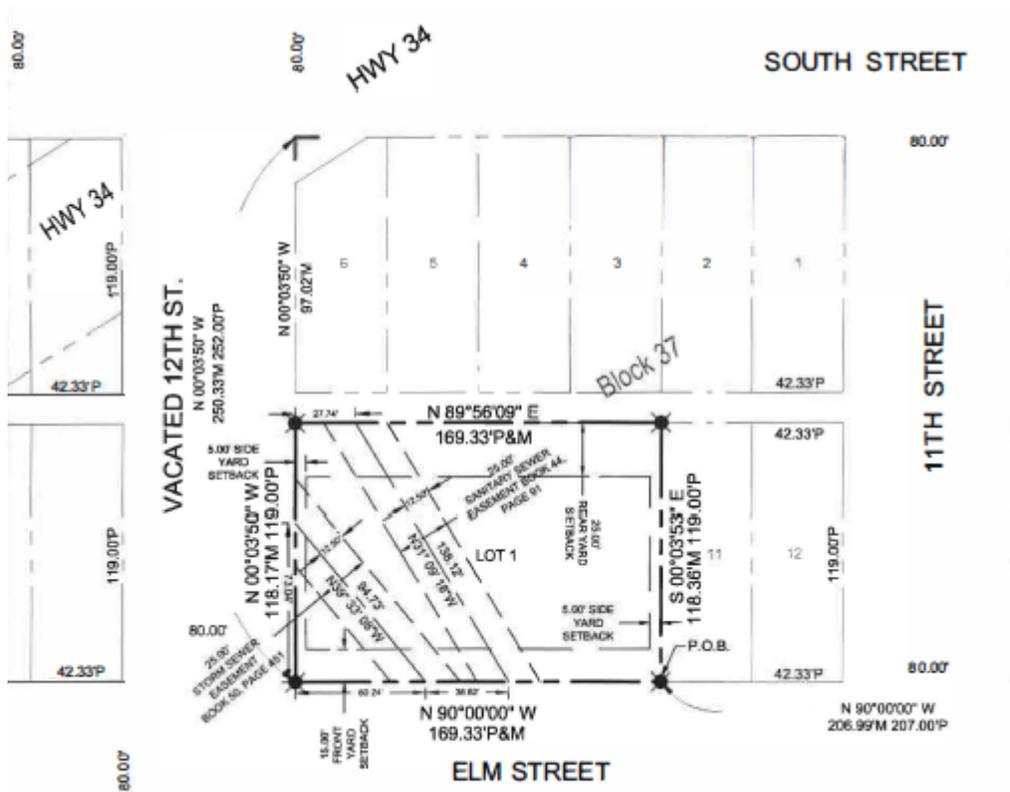


Exhibit "A"

EXHIBIT “B”
Projected TIF Sources and Uses

TIF SOURCES: TIF authorized up to the amount of \$77,045, based upon the anticipated cost of the eligible TIF uses described below.

Assumptions:

Tax Levy:	1.443097
Project Site Base Value	\$54,075
Interest Rate	0%

TIF Calculation:

	Value	Taxes
Base Year	\$54,075	\$780
Completed	\$410,000	\$5,917
Increment	\$355,925	\$5,136

Annual TIF	\$5,136
Max TIF (15 yrs)	\$77,045
TIF Amount	\$77,045

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 \$77,045.

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

Site acquisition	\$	60,000
Grading	\$	5,000
Site Prep	\$	3,000
Water and Sewer Improvements	\$	21,000
Arch/Engineering	\$	3,500
Legal Fees	\$	7,500
3% Amin. Fee	\$	2,311
Total Eligible Expenses	\$	102,311

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:	\$54,075
b.	Projected Completed Project Assessed Valuation:	\$410,000
c.	Projected Tax Increment Base:	\$355,925
d.	Estimated Tax Levy:	1.443097
e.	Annual Projected Tax Shift:	\$5,136

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 \$458,100 for the Project, and approximately \$92,500 in eligible public improvements. The Project Site is subject to a storm sewer easement and a sanitary sewer easement that have a material beneficial impact on the City but make the development of the

Project Site challenging, 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 paint supply, tools, and equipment wholesale business on an adjacent parcel to expand. 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 1-2 new full-time jobs in the City and retain the existing 21 employees of this business. The projected salaries for these jobs are approximately \$50,000 to \$75,000 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. The primary goal of this Project is expansion and retention of an existing business located across the street from 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 1-2 new 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, Redeveloper would have to consider a smaller project at this location or would not be able to proceed with the Project.

7. Summary of Findings:

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

**REDEVELOPMENT AGREEMENT
(TWO CREEKS HOLDINGS 2025 REDEVELOPMENT PROJECT)**

This Redevelopment Agreement is made and entered into effective as of the 17th day of June, 2025, by and between the Community Redevelopment Authority of the City of Seward, Nebraska (“CRA”) and Two Creeks 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 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 a commercial building and associated infrastructure improvements on the Project Site for shop, storage, and warehouse space for an expanding local 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, 2026 or January 1, 2027, pursuant to Section 3.01 of this Agreement.

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

G. “Minimum Project Valuation” means the amount of Four Hundred Ten Thousand and No/100 Dollars (\$410,000.00).

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 September 30, 2026.

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 Two Creeks Holdings, 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 shall be either January 1, 2026 or January 1, 2027, depending on the year of the first material increase in the assessed value of the Project Site following commencement of construction. Redeveloper shall notify the CDA prior to June 1, 2026 if it desires to have the Effective Date established as January 1, 2026. Otherwise, the Effective Date shall be January 1, 2027. The CRA shall file the "Notice to Divide Taxes" with the Seward County Assessor on or prior to July 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 Seventy Seven Thousand Forty Five and No/100 Dollars

(\$77,045.00), as calculated on the attached and incorporated Exhibit “B”. The TIF Indebtedness shall be issued by the CRA to 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:

Two Creeks Holdings, LLC
Attn: Michael Lewis
1870 266th Road
Seward, NE 68434

[SIGNATURE PAGE TO FOLLOW]

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: _____
Greg Butcher, Secretary

By: _____
Timothy Moll, Chairman

REDEVELOPER:
TWO CREEKS HOLDINGS, LLC, a
Nebraska limited liability company

By: _____
Michael Lewis, President

EXHIBIT "A"
DESCRIPTION OF PROJECT

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

Lot 1, Administrative Replat of lots 7-10, Block 37, Harris, Moffitt and Roberts Addition to the 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 approximately 4,960 square foot commercial steel building, together with all related improvements, for additional shop, storage, and warehouse space for company that specializes in providing wholesale paint supplies, tools, and equipment. The Private Improvements are depicted on the attached and incorporated Exhibit "A-1" for reference.

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

**EXHIBIT “B”
TIF INDEBTEDNESS**

1. Projected Base Value: \$54,075
2. Projected Minimum Final Value: \$410,000
3. Projected Incremental Valuation: \$355,925
4. Assumed Tax Levy: 1.443097
5. Anticipated Tax Increment: \$5,136 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 \$77,045, which is the maximum amount, together with interest accruing thereon, which can be amortized by the Maturity Date, 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 of the Effective Date. 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, 2041, if the Effective Date is established as January 1, 2026 pursuant to Section 3.01 of this Agreement, or December 31, 2042 if the Effective Date is established as January 1, 2027.
 - d. **TIF Period.** The period for the division of taxes for this Project shall be fifteen (15) years, commencing on the Effective Date. For example, if the Effective Date is January 1, 2026 (2026 taxes paid in 2027), the TIF Period will terminate on December 31, 2040 (2040 taxes due on December 31, 2040 but paid in 2041). Payment of ad valorem taxes in arrears pursuant to customary payments in Nebraska shall not affect the fifteen (15) year TIF period.

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

EXHIBIT "C"
PROJECTED TIF SOURCES AND USES

1. TIF SOURCES:

Assumptions:

Tax Levy	1.443097
Interest Rate	0.0%
Number of Years	15

Property Valuation:

	Assessed Val.	Est. Taxes
Pre-Project	\$54,075	\$780
Completed Project	\$410,000	\$5,917
Difference	\$355,925	\$5,136

TIF Calculations:

Annual TIF Amount	\$5,136
Total TIF	\$77,045
TIF Indebtedness (Present Value)	\$77,045
less 3% Admin Fee	(\$2,311)
Approx. Cost of Issuance (actual cost TBD)	(\$7,500)
TIF Available to Redeveloper	\$67,234

2. TIF USES:

Site acquisition	\$60,000
Grading	\$5,000
Site Prep.	\$3,000
Water and Sewer Imp.	\$21,000
Arch./Engineering	\$3,500
Cost of Issuance	\$7,500
3% Amin. Fee	\$2,311
Total Eligible Expenses	\$102,311

**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
(Two Creeks Holdings 2025 Redevelopment Project)**

This Memorandum of Redevelopment Agreement (“Memorandum”) is made this ___ day of June, 2025 by and between the Community Redevelopment Authority of the City of Seward, Nebraska (“CRA”) and Two Creeks 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 1, Administrative Replat of lots 7-10, Block 37, Harris, Moffitt and Roberts Addition to the City of Seward, Seward County, Nebraska (the “Project Site”).

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

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

[SIGNATURE PAGE TO FOLLOW]

CRA:

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
SEWARD, NEBRASKA

ATTEST:

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

STATE OF NEBRASKA)
) ss.
COUNTY OF SEWARD)

The foregoing instrument was acknowledged before me this ___ day of _____, 2025, 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:

TWO CREEKS HOLDINGS, LLC, a
Nebraska limited liability company

By: _____
Michael Lewis, President

STATE OF NEBRASKA)
) ss.
COUNTY OF SEWARD)

The foregoing instrument was acknowledged before me this ___ day of _____, 2025, by Michael Lewis, President of Two Creeks 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
(TWO CREEKS HOLDINGS 2025 REDEVELOPMENT PROJECT)

Maturity Date	Interest Rate	Original Issuance Date
December 31, 204__	0%	

Registered Holder	Principal Amount
Two Creeks Holdings, LLC	\$77,045.00

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, 202__, December 15, 202__, and each June 15 and December 15 thereafter through December 15, 204__, 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 (Two Creeks Holdings 2025 Redevelopment Project), aggregating Seventy Seven Thousand Forty Five and No/100 Dollars (\$77,045.00) (“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 Two Creeks Holdings, LLC, a Nebraska limited liability company, for the Two Creeks Holdings 2025 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
(Two Creeks Holdings 2025 Redevelopment Project)

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

Lot 1, Administrative Replat of lots 7-10, Block 37, Harris, Moffitt and Roberts Addition to the 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 June 17, 2025, 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:

Two Creeks Holdings, LLC, a
Nebraska limited liability company

By: _____
Michael Lewis, President

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: _____

Two Creeks 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 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 \$77,045**

Two Creeks Holdings, LLC, a
 Nebraska limited liability company

By: _____
 Michael Lewis, President

COPIES OF PROOF OF PAYMENT ARE ATTACHED HERETO.

Approved the by Chairman of the CRA:

 _____, Chairman

- B. 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. 2025-17

(Amendment to Redevelopment Plan–Two Creeks Holdings 2025 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 TWO CREEKS HOLDINGS 2025 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 Two Creeks Holdings 2025 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 June 17, 2025, 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 17th day of June, 2025.

CITY OF SEWARD, NEBRASKA

By: _____
Mayor

ATTEST: _____
City Clerk

- C. 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 # 2025-18

(Redevelopment Agreement – Two Creeks Holdings 2025 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 Two Creeks Holdings 2025 Redevelopment Project that will include the use of Tax Increment Financing (the “Project”).

C. On June 4, 2025, 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 Two Creeks Holdings, LLC, a Nebraska limited liability company, 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 17th day of June, 2025.

CITY OF SEWARD, NEBRASKA

By: _____
Mayor

ATTEST: _____
City Clerk

2. Public Hearing - 7:00 PM - Tax Increment Financing (TIF) Application by DARI Processing (1143 & 1144 Worthman Blvd) - TIF Attorney Andrew Willis

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

Staff Report
Tim Dworak, Building/Zoning &
Code Enforcement Director
402-643-2928 opt 3 opt 1

APPLICATION TYPE

FINAL ACTION?

DEVELOPER/OWNER

Tax - Increment Financing Application

Dari Processing LLC

PC HEARING DATE

RELATED APPLICATIONS

PROPERTY ADDRESS, ZONING DISTRICT

June 9, 2025

1144 Worthman Blvd, Industrial

ADJACENT ZONING DISTRICTS/USE:

North, I2, Industrial – Teneco

South, I1, Industrial – City of Seward

East, I1/I2, Industrial – City of Seward, John & Janice Heath

West, Ag, Agriculture – Dennis & Lodeen Koranda, Rodney & Carmen Koranda

BRIEF SUMMARY OF REQUEST

Dari Processing LLC is proposing an advanced dairy manufacturing facility including cold and ambient warehouse storage in the Seward Rail Campus.



APPLICATION CONTACT

Brett Rusher, 402-910-6041

2670 'D' Rd, Rising City, NE 68658

ANALYSIS

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

APPROXIMATE LAND AREA:

37.68 acres or 1,641,340.8 square feet +/-

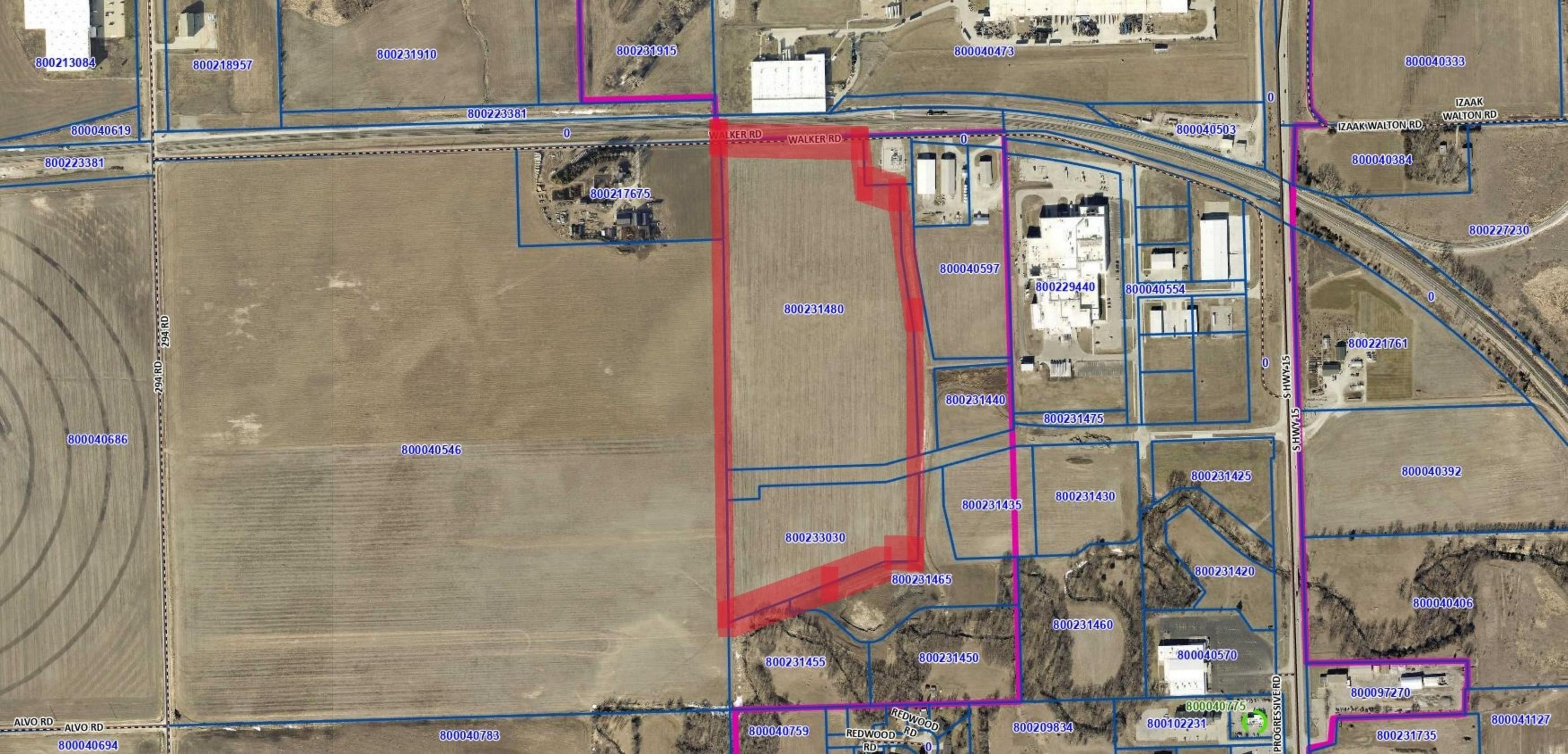
LEGAL DESCRIPTION:

LOTS 16 & 17, SEWARD RAIL CAMPUS PUD SECOND ADDITION LOCATED IN THE SE ¼ OF SECTION 29, TOWNSHIP 11 NORTH. RANGE 3 EAST OF THE 6TH P.M., SEWARD COUNTY, NEBRASKA

Prepared by

Tim Dworak

City of Seward Building-Zoning-Code Enforcement Director



800213084

800218957

800231910

800231915

800040473

800040333

800040619

800223381

800040503

IZAAK WALTON RD

800223381

800217675

800040384

800227230

294 RD

WALKER RD

800040686

800231480

800040597

800229440

800040554

800221761

800040546

800231440

800231475

S HWY-15

800040392

800231435

800231430

800231425

800233030

800231465

800231420

800040406

800231455

800231450

800231460

800040570

800097270

ALVO RD

800040783

800040759

REDWOOD RD

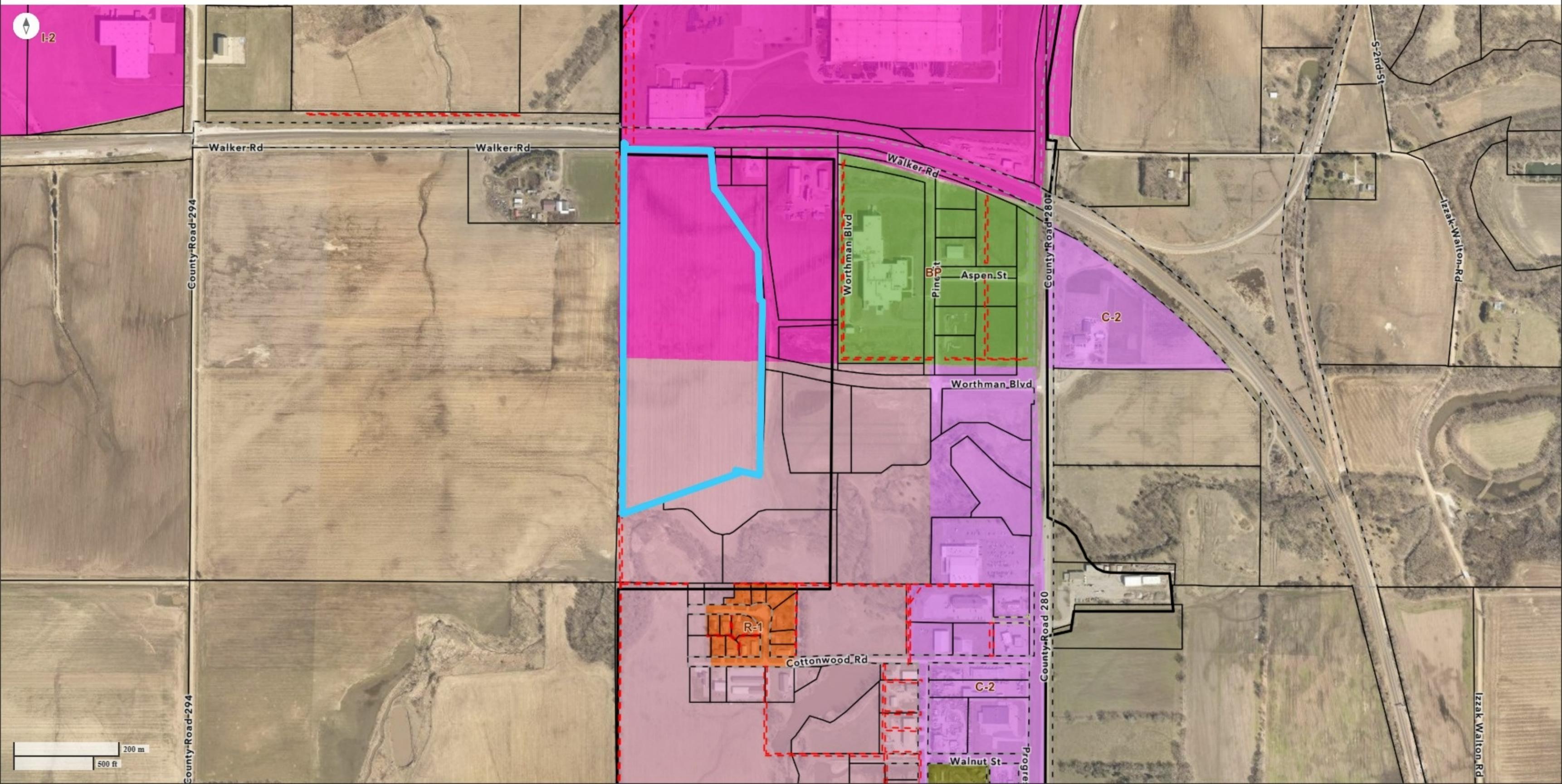
800209834

800102231

800231735

800041127

PROGRESSIVE RD



1-2

200 m
500 ft

County Road 294

County Road 294

Walker Rd

Walker Rd

Worthman Blvd

Walker Rd

Pine St

Aspen St

County Road 280

Worthman Blvd

C-2

R-1

Cottonwood Rd

County Road 280

C-2

Walnut St

Progre

S 2nd St

Izzak Walton Rd

Izzak Walton Rd

**PLANNING COMMISSION
CITY OF SEWARD, NEBRASKA**

RESOLUTION # 2025-02

(Amendment to Redevelopment Plan – DARI Processing 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 DARI PROCESSING 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 June 9, 2025, 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:

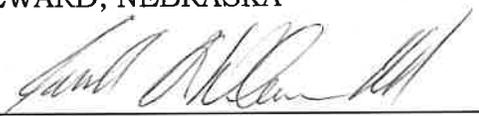
1. The Project Site is in need of redevelopment to remove blight and substandard conditions identified pursuant to the Act.

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 9th day of June, 2025.

PLANNING COMMISSION OF THE CITY
OF SEWARD, NEBRASKA

By: 

Chairperson

- A. Presentation and Review of TIF Application, Cost Benefit Analysis, Redevelopment Plan Amendment, Redevelopment Agreement

TAX INCREMENT FINANCING (TIF) OVERVIEW & APPLICATION



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

CITY OF SEWARD COMMUNITY REDEVELOPMENT AUTHORITY

Submit Completed Applications to:

City of Seward
Attn: City Administrator
PO BOX 38
Seward, NE 68434

UPDATED SEPTEMBER 13, 2024

CITY OF SEWARD

TAX INCREMENT FINANCING PROGRAM OVERVIEW

Tax Increment Financing (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. Please contact the Seward City Administrator or Seward County Chamber & Development Partnership (SCCDP) 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, 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

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 developers 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 public improvements
- Developer submits completed TIF application to 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
- CRA reviews applications & selects projects
- Proposed Redevelopment Plan amendment to include the proposed project is prepared by TIF counsel
- Planning Commission public hearing scheduled & notices are published and sent to Seward County taxing entities
- Public hearing conducted at the City Planning Commission meeting to make a recommendation on the redevelopment plan amendment
- CRA approves the redevelopment plan amendment and makes a recommendation to the City Council
- City Council Public hearing scheduled & notices are published and sent to Seward County taxing entities
- Public hearing conducted at the City Council meeting to adopt the redevelopment plan amendment
- Developer and CRA negotiate redevelopment agreement implementing the redevelopment plan amendment and setting forth the rights & obligations for the specific project
- CRA approves the redevelopment agreement
- City Council approves the redevelopment agreement
- TIF note is issued
- The redevelopment project is completed & the additional tax revenue created by TIF project is collected and used to pay off the TIF 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 SCCDP 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. The fee will be applied toward the 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:

	<u>Valuation</u>	<u>Taxes</u>
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

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

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 approximately 468.8 acres are included in the TIF Redevelopment Area. 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 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 up to 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 Seward City 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, Planning Commission, and City Council.

Tax-Increment Financing Application

CITY OF SEWARD, NEBRASKA

COMMUNITY REDEVELOPMENT AUTHORITY (CRA)

537 MAIN STREET – P.O. BOX 38 – SEWARD, NE 68434-0038

1. Applicant Information

Business Name _____ Federal Id # _____

Contact Person for Applicant _____ Cell Phone _____

Street Address _____ City, State, Zip _____

Mailing Address (if different) _____ City, State, Zip _____

Bus. Phone _____ Bus. Fax _____

Email _____

Business Organization: ___ Proprietorship ___ Corporation ___ Partnership ___ LLC
___ Other, please explain: _____

Ownership: List all Officers, Directors, Partners, Owner(s), Co-Owners and/or Stockholders.

Name	Title	Ownership Percent
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

2. ImagiNE Nebraska Act

- a. Have you filed or do you intend to file an application to receive tax incentives under the ImagiNE Nebraska Act for this project? ___ Yes ___ No
- b. If an application has been filed, has it been approved? ___ Yes ___ No
- c. Does your application include, or will it include, as one of the tax incentives, a refund of the city's local option sales tax revenue? ___ Yes ___ No

3. Project Description

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

i. If the project involves housing, please give a description of intended tenants, type of household (families/elderly/etc.), income levels, impact on the schools and/or community, etc.:

ii. If the project involves retail business, please give a description of the retail business, how the community would benefit from this retail business, the impact on similar existing retail businesses, etc.:

iii. If the project involves industry, please give a description of the type of industry, impact on the environment, impact on the community, similar existing industries in town, etc.:

b. What is the estimated number of new jobs this project will create? _____
- c. What is the pay scale and benefits package for these positions?

4. Proposed Project Site

Site Address _____

Current Owner _____

Legal Description: _____

If current site owner is not the applicant, please list the arrangement to build:

5. Physical Description of the Proposed Project

Please include square footage, size of property, description of building materials:

Site Plan Attached? Yes No

6. Land Use:

a. Is the property located in a blighted or substandard area? Yes No

b. If property is to be subdivided, please include copy of planned division:
Copy Attached? Yes No

c. Current Zoning of the property: _____

d. Is the proposed project a permitted use on the property? Yes No

What permits would be required? _____

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

7. Relocation

a. Will any residences or businesses need to relocate because of this project?
 Yes No If yes, please explain. _____

b. Will any housing units be eliminated by this project? Yes No
If yes, what is your plan to create equivalent replacement housing units?

8. Estimated Project Costs

a. Land Acquisition, if applicable: \$ _____

b. Site Development (itemize below): \$ _____ (Totaled)

i. Demolition: \$ _____

ii. Grading: \$ _____

iii. Site Preparation: \$ _____

iv. Other (explain): \$ _____

c. Building Construction Cost: \$ _____

d. Other Site Improvements (explain) \$ _____

e. Equipment: \$ _____

f. Architectural and Engineering Fees: \$ _____

g. Legal Fees: \$ _____

h. Financing Costs: \$ _____

i. Broker Costs, if any: \$ _____

j. Contingencies: \$ _____

k. Other (explain): \$ _____

Total: \$ _____

9. Please attach the following documentation

- a. Construction Pro Forma. Attached? Yes No
- b. Annual Income and Expense Pro Forma (with appropriate schedules). Attached? Yes No
- c. Applicant’s Corporate/Business Annual Financial Statements for the last three years. Attached? Yes No
- d. Business Plan for the proposed project. Attached? Yes No

10. Estimated Tax Increment

- a. Total estimated assessed valuation of Real Property at completion: \$ _____

Please also describe how you arrived at this value (e.g., discussions with County Assessor, previous construction projects, etc.):

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

11. Proposed Source of Financing

- a. Equity: \$ _____
- b. Bank loan: \$ _____
(please provide conditional approval or commitment letters, if applicable)
- c. Tax Increment Financing: \$ _____
- d. Other (please describe): \$ _____
- e. **TOTAL FINANCING:** \$ _____

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

13. Project construction schedule:

- a. Construction start date: _____
- b. Construction completion date: _____
- c. If project is phased:
Year _____ / _____ % Complete
Year _____ / _____ % Complete

14. 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:

15. Amount of TIF request: \$ _____

16. Application Fee Paid: \$ _____

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.

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.

17. 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):

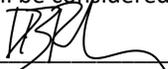
18. Statement of necessity for use of tax increment financing (include attachment if necessary):

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

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

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

The above information is accurate to the best of my knowledge and belief. The above information is provided to help the City to evaluate the feasibility of the use of tax increment financing. I/we further authorize the release of all personal and business credit information to the City of Seward and acknowledge this information upon submission will be considered a Public Record.

Signature:  _____

Printed Name: _____

Title: _____ Date: _____

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

(DARI PROCESSING 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”).

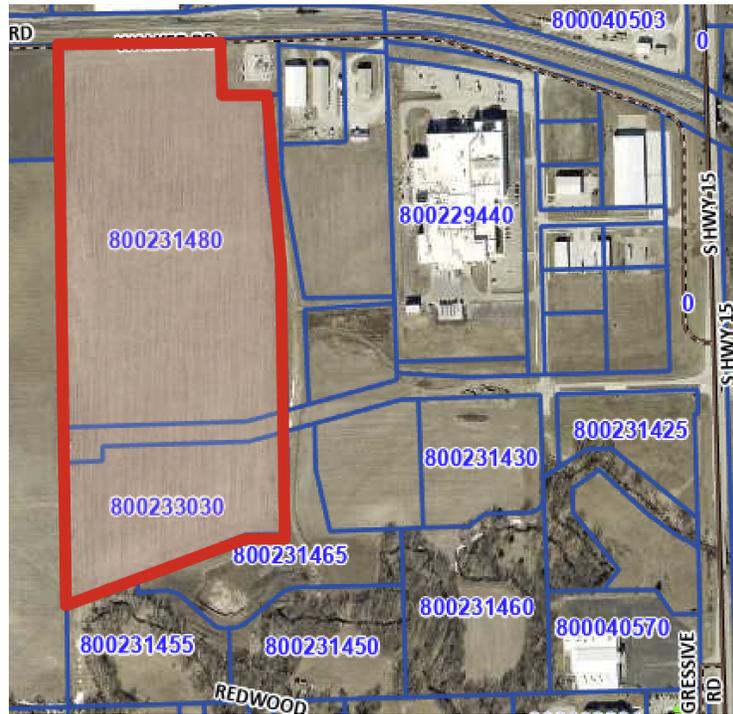
Project Site

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, 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 CRA has approved multiple redevelopment projects to facilitate the overall redevelopment of the Rail Campus Area, and the development of the Project Site will further continue the implementation of the redevelopment of the Rail Campus Area, as set forth in the Redevelopment Plan.

The Project Site is currently outside the corporate limits of the City, but has been identified for annexation. The Project Site and current City limit are depicted below.



The CRA's area of operation is defined to include "the area within the corporate limits of the city and such land outside the city as may come within the purview of sections 18-2123 and 18-2123.01." Neb. Rev. Stat. § 18-2103(1). Section 18-2123 states:

Upon a determination, by resolution, of the governing body of the city in which such land is located, that the acquisition and development of undeveloped vacant land, not within a substandard and blighted area, is essential to the proper clearance or redevelopment of substandard and blighted areas or a necessary part of the general community redevelopment program of the city, or that the acquisition and development of land outside the city, but within a radius of three miles thereof, is necessary or convenient to the proper clearance or redevelopment of one or more substandard and blighted areas within the city or is a necessary adjunct to the general community redevelopment program of the city, the acquisition, planning, and preparation for development or disposal of such land shall constitute a redevelopment project which may be undertaken by the authority in the manner provided in the Community Development Law.

The entire Rail Campus Area has been identified in the Redevelopment Plan for redevelopment. The ability to redevelop the entire Rail Campus Area was intended and anticipated, and is crucial to the success of the overall Rail Campus Redevelopment Plan. The Redevelopment Plan for the Rail Campus also specifically identified the intent to annex and redevelop the entire Rail Campus Area over time in connection with redevelopment of the Rail Campus Area:

While a portion of the Rail Campus Project Area is outside the corporate limits of the City of Seward, the City and the CRA contemplate that all of the land comprising the Rail Campus Project Area will be zoned for industrial use following annexation by the City of Seward of the portion outside City limits. The Rail Campus Project Area has been declared blighted and substandard and is eligible for the use of tax increment financing; provided, however, no redevelopment project shall be approved in the Rail Campus Project Area before the applicable property is annexed by the City.

The CRA is not seeking to have the City add the additional property to the Redevelopment Plan, because the Project Site and a greater portion of the Rail Campus Area are currently in the process of annexation. If the City Council desires to allow the project to move forward it will, among other things, need to annex the Project Site. If the annexation is not ultimately approved, then the CRA will not proceed with this Project and this Redevelopment Plan Amendment shall have no effect. However, the CRA does believe that the conditions that would support inclusion under Section 18-2123 exist, if annexation was not being sought for the Project Site. The Project Site is within the City's ETJ, and the redevelopment of this parcel outside of corporate limits is necessary to redevelop the portion of the Rail Campus Area within City limits when considering the Rail Campus redevelopment as a whole. The City has documented its intent to redevelop the entire Rail Campus Area and the CRA and City have made this clear through multiple studies, public hearings, and the general plan for development

of the City. Prohibiting the redevelopment of the Project Site would significantly hinder the CRA's and the City's overall plan for development of the Rail Campus Area.

Notwithstanding section 18-2123 of the Community Development Law and the discussion above, for clarity and to ensure that a redevelopment project using TIF only occurs in the CRA's area of operation, this Redevelopment Plan Amendment is expressly contingent upon the annexation of the Project Site. If the City does not annex the Project Site, then this Redevelopment Plan Amendment shall be null and void, and the Project shall not be permitted. TIF shall only be utilized within the corporate limits of the City for this Project. The CRA and Redeveloper acknowledge and understand that if the Project Site is not annexed into the City, this Project cannot and will not be permitted to utilize tax increment financing. No further supplement to this Redevelopment Plan Amendment shall be required upon the annexation of the Project Site, and this condition shall be satisfied immediately upon the annexation of the Project Site.

The Project

DARI Processing, 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 a large-scale milk processing business facility on the Project Site, including an approximately 240,436 square foot commercial building and related improvements (the "Project"). The Project will include bottling facilities, and cold and ambient warehouse storage facilities.

As part of the Project, the CRA shall capture available tax increment from the Project Site to assist in payment for the public improvements listed as eligible expenditures under the Act in the Redevelopment Area. Such public improvements may include, but are not limited to: site acquisition, site preparation, grading, wastewater treatment improvements, 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. Preliminary building design and renderings for the Project are attached hereto as Exhibit A-1 for reference purposes only.

Redeveloper's goal is to commence construction in summer, 2025, as soon as the Project is approved and all contingencies required herein have been satisfied, and to complete construction in the first quarter of 2027. The base year for the Project is anticipated to be 2026 and the effective date for the division of taxes is anticipated to be January 1, 2027. However, the base year for the Project shall be 2025 and the effective date for the division of taxes shall be January 1, 2026 if the project receives a significant partial valuation during construction for the 2026 tax year.

The base value of the Project Site is anticipated to be \$1,166,300 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 \$41,152,420. 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

\$186,300,000. Redeveloper has identified multiple eligible TIF uses including the \$16,700,000 in TIF-eligible expenditures set forth below:

Site Acquisition	\$800,000
Site Preparation	\$1,600,000
Grading	\$250,000
Waste Water Treatment	\$8,000,000
Arch., Eng., and Legal Fees	\$5,000,000
<u>Façade/Energy Efficiency Enhancements</u>	<u>\$1,000,000</u>
Total estimated TIF eligible costs:	\$16,700,000

Based upon the anticipated completed valuation of \$41,152,420, and a 0% interest rate for the TIF Note, the Project will support approximately \$8,655,500 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 from the City in preparation to undertake the Project. The City has followed all State and local laws regarding the sale of the Project Site, which was completed separate from and prior to this Redevelopment Plan Amendment.

B. Population Density

The proposed Project on the Project Site is an industrial project, involving the construction of dairy processing facility. The Project will not directly affect population density in the project area. The proposed Project is anticipated to create up to 70 jobs at the new facility. These new jobs are anticipated to increase the population of the City, but outside of the Project Site and Rail Campus Area. An analysis of the

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.

anticipated effect on population, including any potential concerns of the school districts, is set forth in the cost benefit analysis. However, this growth from additional jobs is the anticipated and desired consequence of the City’s focus on growth of the Rail Campus Area, and is therefore deemed to be a positive outcome.

C. Land Coverage

The facility will be approximately 240,436 square feet on the approximately 37.68 acre lots. The Project will meet the applicable land-coverage ratios and zoning requirements as required by the City of Seward.

The general Site Development Regulations for the I-1 Zoning District are set forth below:

I-1	Permitted Uses
Minimum district size (square feet)	5,000
Minimum lot area (square feet)	5,000
Minimum lot width (feet)	100
Minimum yards (feet)	
Front yard (Note 1)	25
Side yard	0
Street side yard	25
Rear yard	0
Maximum height (feet)	60
Maximum building coverage	75%
Floor area ratio (Note 2)	1
Maximum amount of total parking located in street yard	100%

The general Site Development Regulations for the I-2 Zoning District are set forth below:

I-2	Permitted Uses
Minimum district size (square feet)	6,000
Minimum lot area (square feet)	6,000
Minimum lot width (feet)	60
Minimum yards (feet)	
Front yard (Note 1)	25
Side yard	0
Street side yard	25
Rear yard	0
Maximum height (feet)	60
Maximum impervious coverage	90%
Floor area ratio (Note 2)	1
Maximum amount of total parking located in street yard	100%

D. Traffic Flow, Street Layouts, and Street Grades

The Project will increase traffic flow in and to the Project Site and the Rail Campus Area. The rail campus infrastructure is anticipated to be sufficient for the intended uses of the Project Site upon completion of the Project, and such increases in traffic are the intended result of the redevelopment of the Rail Campus Area. 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.

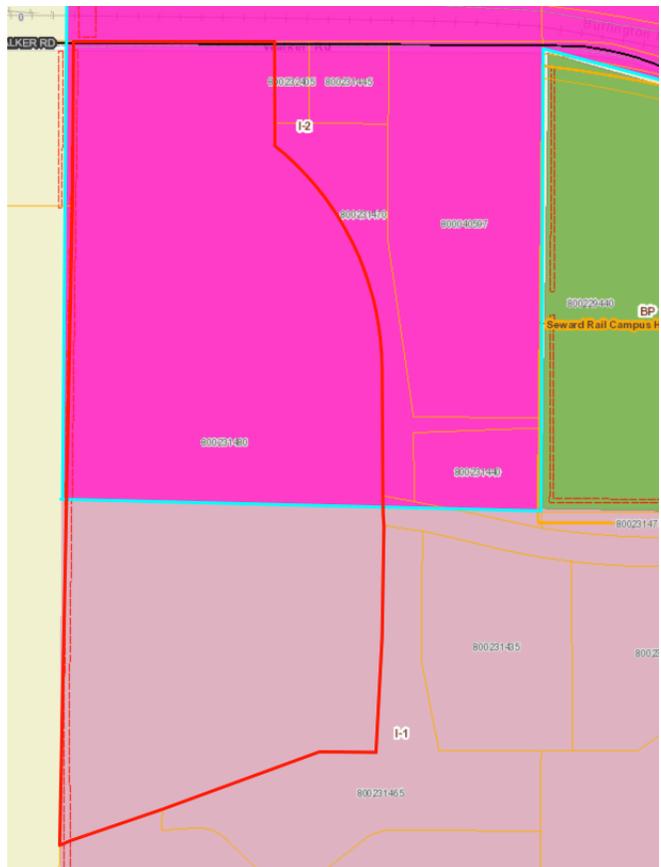
E. Parking

Redeveloper shall be responsible for ensuring that the Project meets or exceeds the parking requirements set forth in the applicable zoning district pursuant to Articles 18 and 34 of Chapter 410 of the Seward City Code. 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 (1) I-2 – General Industrial District and (2) I-1 – Limited Industrial District. The northern portion of the Project Site (Lot 17) is located in the I-2 zoning district and the southern portion of the Project Site (Lot 16) is located in the I-1 zoning district.

The Project is a permitted use in the current zoning districts. 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. As described above, the Project Site is currently in the process of annexation into the City and this project is subject to the annexation conditions set forth above.



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

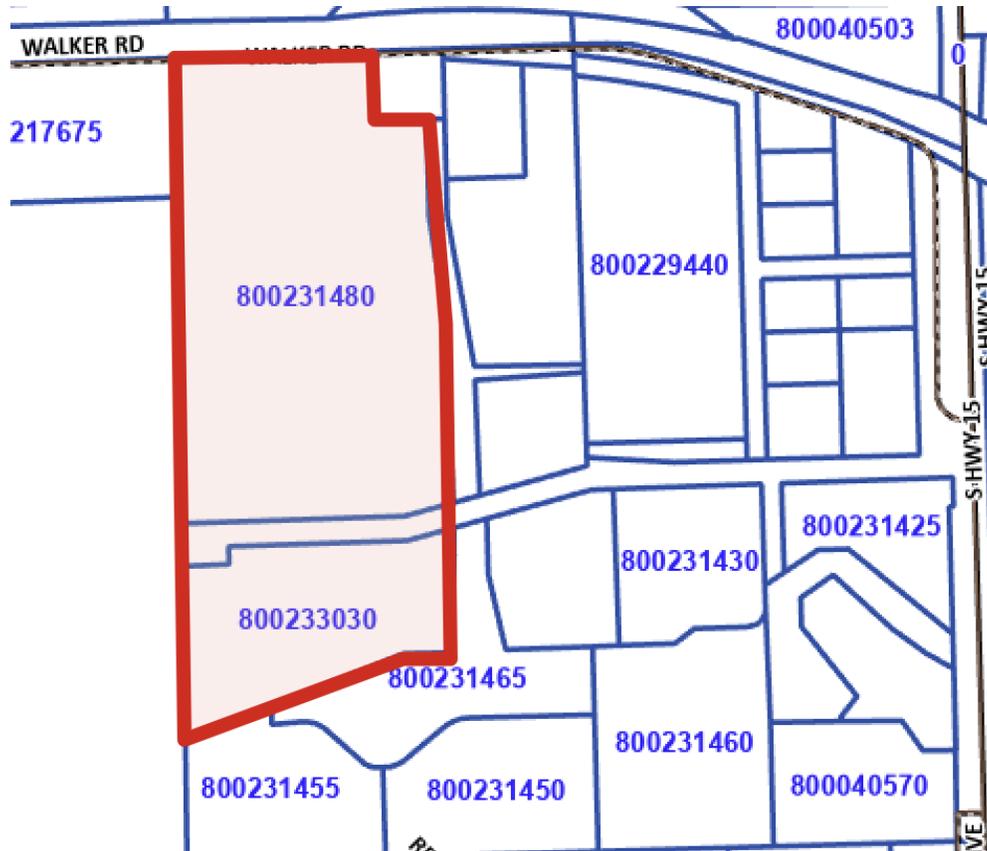
Redeveloper has represented that without the use of TIF, this Project would not be feasible and Redeveloper could not develop this Project on the Project Site. Redeveloper has further represented that it intends to file an application with the Department of Revenue to receive tax incentives under the ImagineNE Nebraska Act. Redeveloper has not yet filed such application but has indicated its intent to do so.

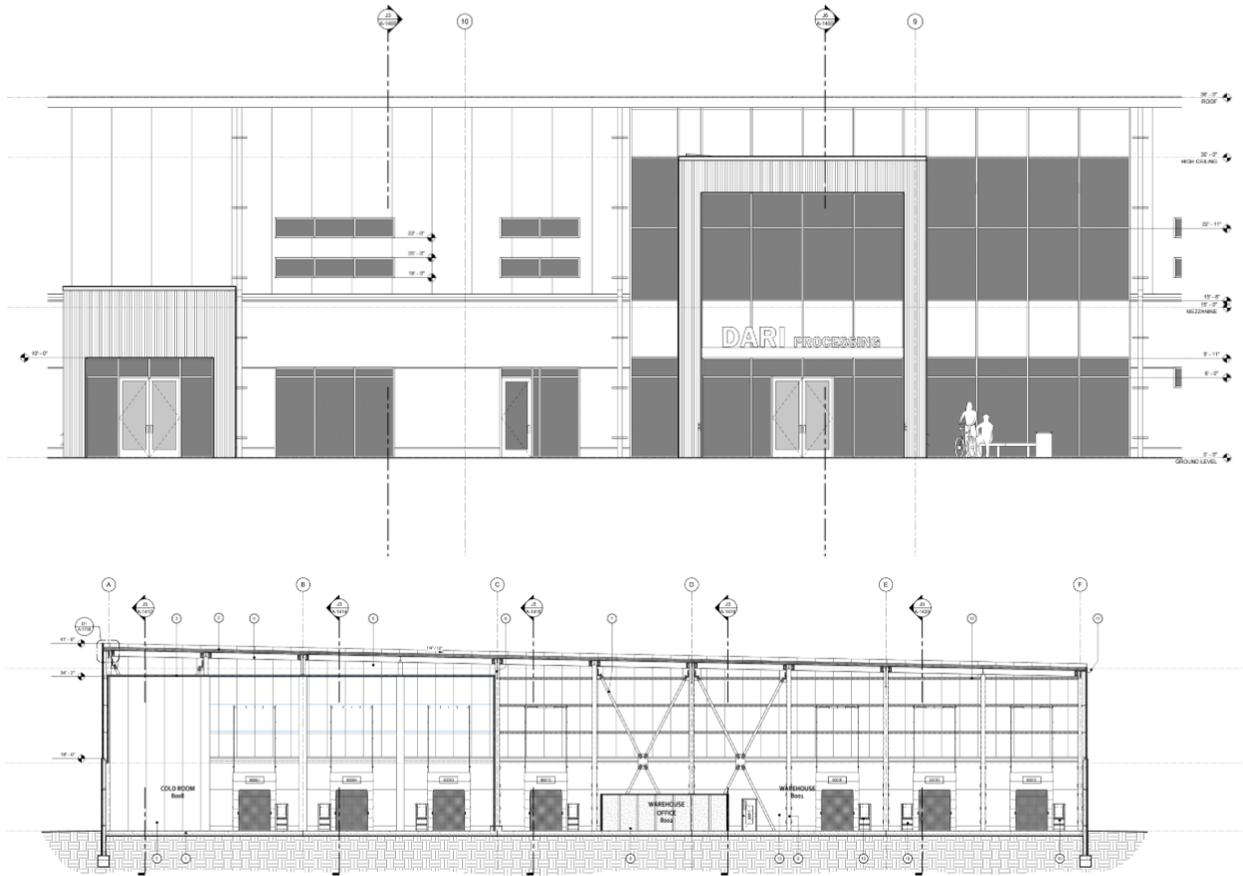
EXHIBIT "A"
Legal Description of the Project Site

The property is located at 1143 Worthman Boulevard in Seward (PIDs# 800233030 and 800231480). The property is legally described as follows:

Lots 16 and 17, Seward Rail Campus PUD Second Addition, City of Seward, Seward County, Nebraska.

The general location of the Project Site is depicted below:





BUILDING SECTION - GRID LINE 1

Exhibit "A-1"

EXHIBIT "B"
PROJECTED TIF SOURCES AND USES

1. TIF SOURCES:

Assumptions:

Tax Levy (2024)	1.443097
Interest Rate	0%
Number of Years	15

Property Valuation:

	Assessed Val.	Est. Taxes
Pre-Project	\$1,166,300	\$16,831
Completed Project	\$41,152,420	\$593,869
Difference	\$39,986,120	\$577,038

TIF Calculations:

Annual TIF Amount	\$577,038
Total TIF	\$8,655,577
TIF Indebtedness (Present Value)	\$8,655,577
less 3% Admin Fee	(\$259,667)
Approx. Cost of Issuance (actual cost TBD)	(\$7,500)
TIF Available to Redeveloper	\$8,388,410

2. TIF USES:

Site Acquisition	\$800,000
Site Preparation	\$1,600,000
Grading	\$300,000
Waste Water Treatment	\$8,000,000
Arch/Eng/Legal Fees	\$5,000,000
Façade/Energy Efficiency	\$1,000,000
Total	\$16,700,000

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

The cost-benefit analysis for the DARI Processing 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:	\$1,166,300
b.	Projected Completed Project Assessed Valuation:	\$41,152,420
c.	Projected Tax Increment Base:	\$39,986,120
d.	Estimated Tax Levy:	1.443097
e.	Annual Projected Tax Shift:	\$577,038

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 2024 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 overall Rail Campus redevelopment. The Project will be required to include waste water treatment improvements as part of the development of the site. Worthmann Boulevard will need to be extended, but a CDBG grant has been secured to assist with the funding of this construction, and this extension of Worthmann Blvd is within the anticipated City infrastructure improvements. The development of a large scale processing plant like the Project is a desired goal of the Rail Campus redevelopment. 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 material 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. The positive impacts of the development of the Rail Campus Area have been previously documented in the Redevelopment Plan, and this project would continue fulfilling the goals of the City and the CRA. The Project would bring an innovative agricultural processing facility to the Rail Campus.

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 relocating the warehouse and fulfillment centers for two ecommerce businesses to the City. This will bring the physical operations of existing ecommerce retailers to the City, which should create positive economic stimulation for the City without material impact on other local businesses.

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

The Comprehensive Plan anticipates steady population growth in the City of Seward. The plan for the development of the Rail Campus includes targeting larger-scale employers and businesses that are a good fit in the rail campus. This population growth will naturally include a corresponding growth in the student population. The Project could have an impact on the student populations of the school district within the City. The addition of approximately 70 jobs is likely to increase the number of students in the school system. While the number and grade distribution of students is unknown and will depend on the family sizes of the specific employees that are hired, the school district has the capacity to handle the anticipated student population increase from the Project, and no concerns have been identified.

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 up to 70 full-time jobs. The positions will have competitive salaries for the industry starting in the range of \$17/hr. to \$90/hr. A benefits package including healthcare and retirement will be available to full-time employees. The Worthmann Boulevard street project, which is partially funded with the CDBG grant, is expected to create approximately 29 full-time jobs for the 30 months construction schedule.

This Project is a continuation of the fulfillment of the overall general benefit of the development of the Rail Campus Area that has been identified in cost benefit analyses for other redevelopment projects in the Rail Campus Area. The Project continues to fulfill the overall intent of the Rail Campus Redevelopment Plan. 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.

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4927-9585-7479, v. 1

**REDEVELOPMENT AGREEMENT
(DARI PROCESSING REDEVELOPMENT PROJECT)**

This Redevelopment Agreement is made and entered into effective as of the ___ day of _____, 2025, by and between the Community Redevelopment Authority of the City of Seward, Nebraska (“CRA”) and DARI Processing, 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 or has site control and will own 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 a warehouse, office, and associated infrastructure improvements on the Project Site for use as an ecommerce manufacturing and fulfillment facility, 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, 2026 or January 1, 2027, pursuant to Section 3.01 of this Agreement.

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

G. “Minimum Project Valuation” means the amount of Forty One Million One Hundred Fifty-Two Thousand Four Hundred Twenty and No/100 Dollars (\$41,152,420.00).

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 March 31, 2027.

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 DARI Processing, 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 shall be either January 1, 2026 or January 1, 2027, depending on the year of the first material increase in the assessed value of the Project Site following commencement of construction. Redeveloper shall notify the CDA prior to June 1, 2026 if it desires to have the Effective Date established as January 1, 2026. Otherwise, the Effective Date shall be January 1, 2027. The CRA shall file the "Notice to Divide Taxes" with the Seward County Assessor on or prior to July 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 Eight Million Six Hundred Fifty-Five Thousand Five Hundred

and No/100 Dollars (\$8,655,500.00), as calculated on the attached and incorporated Exhibit “B”. The TIF Indebtedness shall be issued by the CRA to 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:

DARI Processing, LLC
Attn: Brett Rusher
2670 D Road
Rising City, NE 68658

Section 7.07 Redevelopment Agreement Contingency.

CRA and Redeveloper expressly agree that this Agreement is contingent upon the City annexing the Project Site. If the Project Site is not annexed into the City of Seward by August 15, 2025, then this contract shall be void and of no effect, and neither party shall have any obligations hereunder.

[SIGNATURE PAGE TO FOLLOW]

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: _____
Greg Butcher, Secretary

By: _____
Timothy Moll, Chairman

REDEVELOPER:
DARI Processing, LLC, a Nebraska
limited liability company

By: _____
Name: _____
Title: _____

**EXHIBIT “A”
DESCRIPTION OF PROJECT**

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

Lots 16 and 17, Seward Rail Campus PUD Second 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.

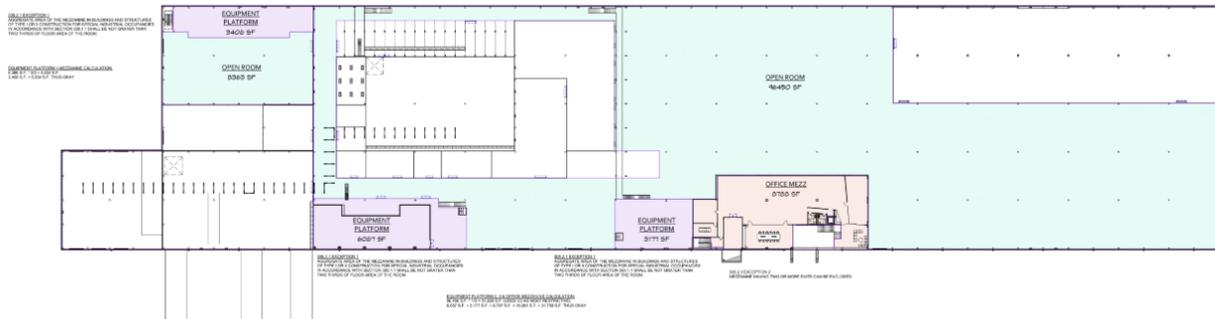
- (a) **Private Improvements.** The construction of a large-scale milk processing business facility on the Project Site, including an approximately 240,436 square foot commercial building and related improvements. Preliminary plans and renderings of the Private Improvements are attached and incorporated Exhibit “A-1” for reference.

- (b) **Public Improvements.** Site acquisition, grading, wastewater treatment facilities, site preparation, façade enhancements, 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.

EXHIBIT "A-1" PLANS



Ground Floor Occupancy



For reference only. Preliminary in nature and subject to change.

EXHIBIT "B"
TIF INDEBTEDNESS

1. Projected Base Value: \$1,166,300
2. Projected Minimum Final Value: \$41,152,420
3. Projected Incremental Valuation: \$39,986,120
4. Assumed Tax Levy: 1.443097
5. Anticipated Tax Increment: \$577,038 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 \$8,655,577, which is the maximum amount, together with interest accruing thereon, which can be amortized by the Maturity Date, solely from the Tax Increment Revenues based upon the Anticipated Tax Increment.
 - b. **Payments.** Semi-annually commencing when real estate taxes are collected for the tax year of the Effective Date. 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, 2041, if the Effective Date is established as January 1, 2026 pursuant to Section 3.01 of this Agreement, or December 31, 2042 if the Effective Date is established as January 1, 2027.
 - d. **TIF Period.** The period for the division of taxes for this Project shall be fifteen (15) years, commencing on the Effective Date. For example, if the Effective Date is January 1, 2026 (2026 taxes paid in 2027), the TIF Period will terminate on December 31, 2040 (2040 taxes due on December 31, 2040 but paid in 2041). 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 (2024)	1.443097
Interest Rate	0.0%
Number of Years	15

Property Valuation:

	Assessed Val.	Est. Taxes
Pre-Project	\$1,166,300	\$16,831
Completed Project	\$41,152,420	\$593,869
Difference	\$39,986,120	\$577,038

TIF Calculations:

Annual TIF Amount	\$577,038
Total TIF	\$8,655,577
TIF Indebtedness (Present Value)	\$8,655,577
less 3% Admin Fee	(\$259,667)
Approx. Cost of Issuance (actual cost TBD)	(\$7,500)
TIF Available to Redeveloper	\$8,388,410

2. TIF USES:

Site Acquisition	\$800,000
Site Preparation	\$1,600,000
Grading	\$300,000
Waste Water Treatment	\$8,000,000
Arch/Eng/Legal Fees	\$5,000,000
<u>Facade/Energy Efficiency</u>	<u>\$1,000,000</u>
Total	\$16,700,000

**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
(DARI Processing Redevelopment Project)**

This Memorandum of Redevelopment Agreement (“Memorandum”) is made this ___ day of _____, 2025 by and between the Community Redevelopment Authority of the City of Seward, Nebraska (“CRA”) and DARI Processing, 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:

Lots 16 and 17, Seward Rail Campus PUD Second Addition, City of Seward, Seward County, Nebraska (the “Project Site”).

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

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

[SIGNATURE PAGE TO FOLLOW]

CRA:

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
SEWARD, NEBRASKA

ATTEST:

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

STATE OF NEBRASKA)
) ss.
COUNTY OF SEWARD)

The foregoing instrument was acknowledged before me this ___ day of _____, 2025, 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:

DARI Processing, 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 _____, 2025, by _____, _____ of DARI Processing, 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
(DARI PROCESSING REDEVELOPMENT PROJECT)

Maturity Date	Interest Rate	Original Issuance Date
December 31, 204__	0%	

Registered Holder	Principal Amount
DARI Processing, LLC	\$8,655,500.00

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, 202__, December 15, 202__, and each June 15 and December 15 thereafter through December 15, 204__, 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 (DARI Processing Redevelopment Project), aggregating Eight Million Six Hundred Fifty-Five Thousand Five Hundred and No/100 Dollars (\$8,655,500.00) ("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 DARI Processing, LLC, a Nebraska limited liability company, for the DARI Processing 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
(DARI Processing 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:

Lots 16 and 17, Seward Rail Campus PUD Second 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 _____, 2025, 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:

DARI Processing, 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: _____

DARI Processing, 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 \$8,655,500**

DARI Processing, 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

4912-0996-7944, v. 1

4912-0996-7944, v. 1
4912-0996-7944, v. 1

- B. 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. 2025-19

(Amendment to Redevelopment Plan–DARI Processing 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 DARI PROCESSING 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 DARI Processing 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 June 17, 2025, 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 in 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 17th day of June, 2025.

CITY OF SEWARD, NEBRASKA

By: _____
Mayor

ATTEST: _____
City Clerk

- C. 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 # 2025-20

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

C. On June 4, 2025, 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 DARI Processing, LLC, a Nebraska limited liability company, 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 17th day of June, 2025.

CITY OF SEWARD, NEBRASKA

By: _____
Mayor

ATTEST: _____
City Clerk

3. Public Hearing - 7:00 PM - Tax Increment Financing (TIF) Application by Good Life Ltd. d/b/a Parker Baby Co. (1027 Worthman Blvd) - TIF Attorney Andrew Willis

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

Staff Report
Tim Dworak, Building/Zoning &
Code Enforcement Director
402-643-2928 opt 3 opt 1

APPLICATION TYPE

FINAL ACTION?

DEVELOPER/OWNER

Tax - Increment Financing Application

Sam & Kirsten Huebner

PC HEARING DATE

RELATED APPLICATIONS

PROPERTY ADDRESS, ZONING DISTRICT

June 9, 2025

1027 Worthman Blvd, Industrial

ADJACENT ZONING DISTRICTS/USE:

North, I2, Industrial – City of Seward, Pet Source

South, I1, Industrial – City of Seward

East, I1, Industrial – Meyco Holdings LLC

West, I1 - Industrial – City of Seward

BRIEF SUMMARY OF REQUEST

Parker Baby is proposing an eCommerce Manufacturing and Fulfillment facility in the Seward Rail Campus.



APPLICATION CONTACT

Sam Huebner, 720-252-4668

18800 E Clarke Rd, Unit 102, Parker, CO 80134

ANALYSIS

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

APPROXIMATE LAND AREA:

4.46 acres or 194277.6 square feet +/-

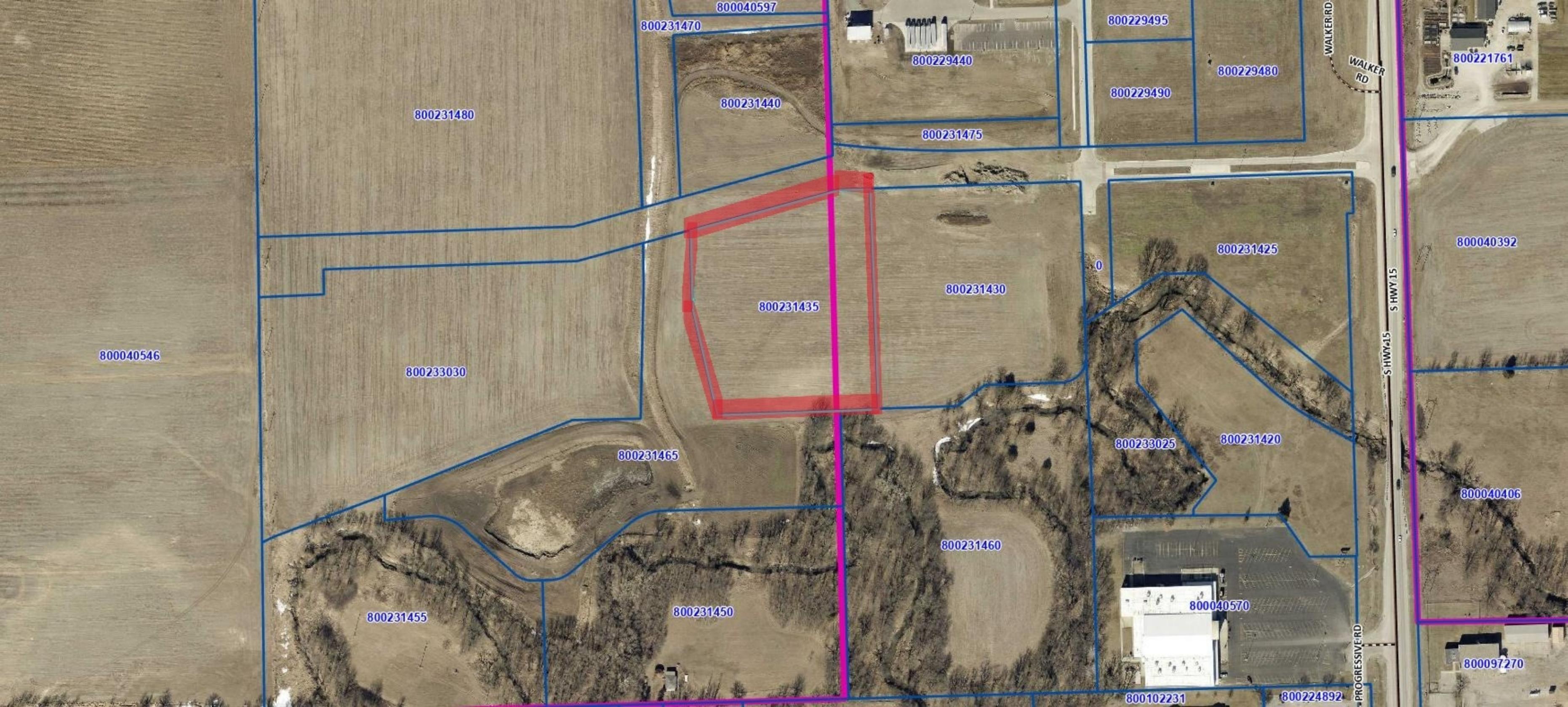
LEGAL DESCRIPTION:

SEWARD RAIL CAMPUS PUD 2ND ADDITION LOT 14

Prepared by

Tim Dworak

City of Seward Building-Zoning-Code Enforcement Director



800040546

800231480

800231470

800040597

800231440

800229440

800229495

800229480

800229490

WALKER RD
WALKER RD

800221761

800231475

800040392

800231425

800231430

SHWY 15
SHWY 15

800231435

800233030

800040406

800231420

800233025

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800231450

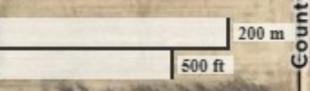
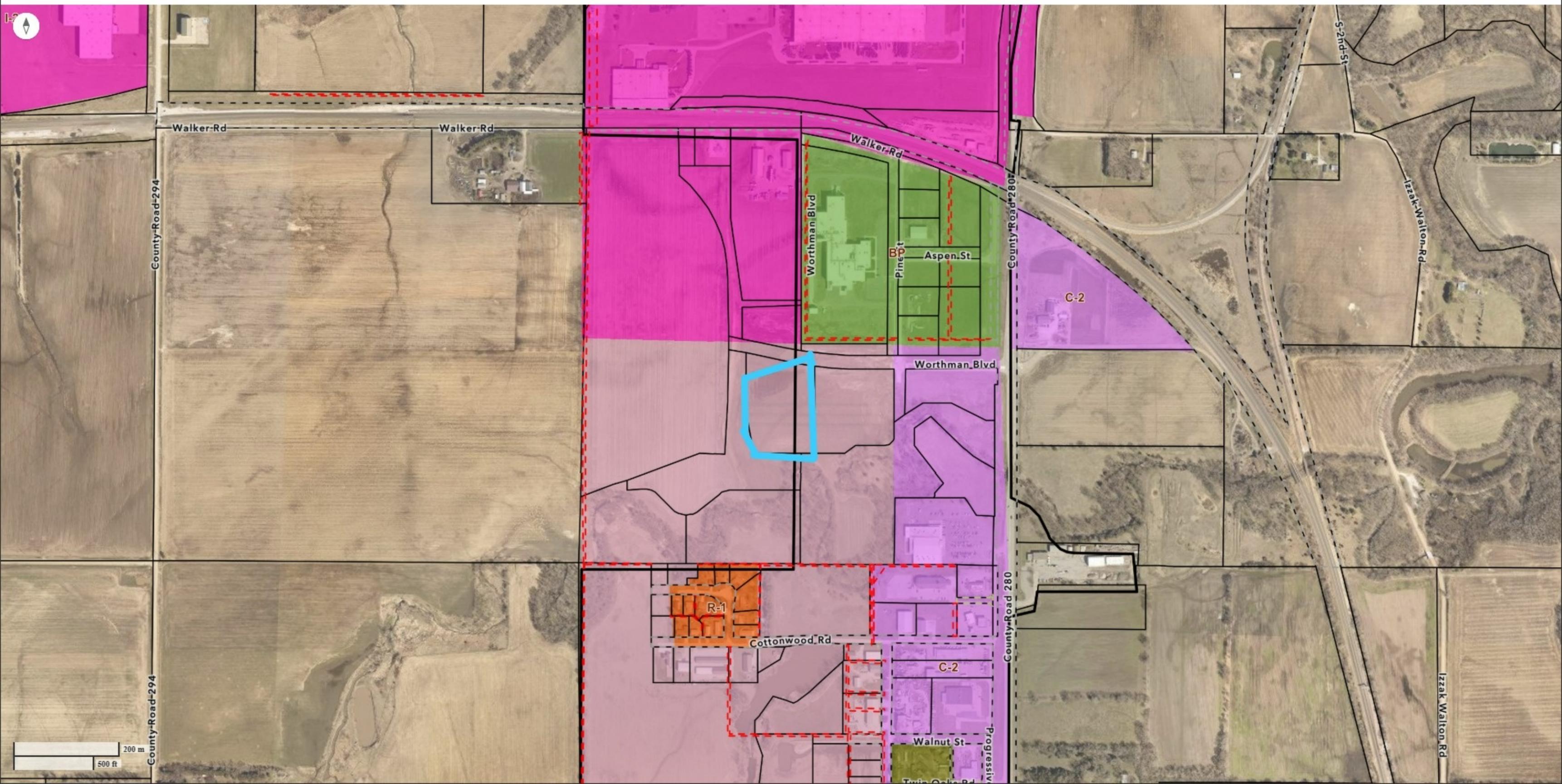
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PROGRESSIVE RD



County Road 294

Walker Rd

Walker Rd

Worthman Blvd

Walker Rd

Pine St

Aspen St

County Road 280Z

C-2

Worthman Blvd

R-1

Cottonwood Rd

C-2

Walnut St

Progressive

Twin Oaks Rd

County Road 280

S 2nd St

Izzak Walton Rd

Izzak Walton Rd

**PLANNING COMMISSION
CITY OF SEWARD, NEBRASKA**

RESOLUTION # 2025-03

(Amendment to Redevelopment Plan – Retail Warehouse Consolidation and
Expansion 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 RETAIL WAREHOUSE CONSOLIDATION AND EXPANSION 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 June 9, 2025, 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 9th day of June, 2025.

PLANNING COMMISSION OF THE CITY
OF SEWARD, NEBRASKA

By: 

Chairperson

- A. Presentation and Review of TIF Application, Cost Benefit Analysis, Redevelopment Plan Amendment, Redevelopment Agreement

TAX INCREMENT FINANCING (TIF) OVERVIEW & APPLICATION



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

CITY OF SEWARD COMMUNITY REDEVELOPMENT AUTHORITY

Submit Completed Applications to:

City of Seward
Attn: City Administrator
PO BOX 38
Seward, NE 68434

UPDATED SEPTEMBER 13, 2024

CITY OF SEWARD

TAX INCREMENT FINANCING PROGRAM OVERVIEW

Tax Increment Financing (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. Please contact the Seward City Administrator or Seward County Chamber & Development Partnership (SCCDP) 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, 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

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 developers 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 public improvements
- Developer submits completed TIF application to 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
- CRA reviews applications & selects projects
- Proposed Redevelopment Plan amendment to include the proposed project is prepared by TIF counsel
- Planning Commission public hearing scheduled & notices are published and sent to Seward County taxing entities
- Public hearing conducted at the City Planning Commission meeting to make a recommendation on the redevelopment plan amendment
- CRA approves the redevelopment plan amendment and makes a recommendation to the City Council
- City Council Public hearing scheduled & notices are published and sent to Seward County taxing entities
- Public hearing conducted at the City Council meeting to adopt the redevelopment plan amendment
- Developer and CRA negotiate redevelopment agreement implementing the redevelopment plan amendment and setting forth the rights & obligations for the specific project
- CRA approves the redevelopment agreement
- City Council approves the redevelopment agreement
- TIF note is issued
- The redevelopment project is completed & the additional tax revenue created by TIF project is collected and used to pay off the TIF 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 SCCDP 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. The fee will be applied toward the 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:

	<u>Valuation</u>	<u>Taxes</u>
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

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

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 approximately 468.8 acres are included in the TIF Redevelopment Area. 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 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 up to 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 Seward City 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, Planning Commission, and City Council.

Tax-Increment Financing Application

CITY OF SEWARD, NEBRASKA

COMMUNITY REDEVELOPMENT AUTHORITY (CRA)

537 MAIN STREET – P.O. BOX 38 – SEWARD, NE 68434-0038

1. Applicant Information

Business Name _____ Federal Id # _____

Contact Person for Applicant _____ Cell Phone _____

Street Address _____ City, State, Zip _____

Mailing Address (if different) _____ City, State, Zip _____

Bus. Phone _____ Bus. Fax _____

Email _____

Business Organization: ___ Proprietorship ___ Corporation ___ Partnership ___ LLC
___ Other, please explain: _____

Ownership: List all Officers, Directors, Partners, Owner(s), Co-Owners and/or Stockholders.

Name	Title	Ownership Percent
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

2. ImagiNE Nebraska Act

- a. Have you filed or do you intend to file an application to receive tax incentives under the ImagiNE Nebraska Act for this project? ___ Yes ___ No
- b. If an application has been filed, has it been approved? ___ Yes ___ No
- c. Does your application include, or will it include, as one of the tax incentives, a refund of the city's local option sales tax revenue? ___ Yes ___ No

3. Project Description

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

i. If the project involves housing, please give a description of intended tenants, type of household (families/elderly/etc.), income levels, impact on the schools and/or community, etc.:

ii. If the project involves retail business, please give a description of the retail business, how the community would benefit from this retail business, the impact on similar existing retail businesses, etc.:

iii. If the project involves industry, please give a description of the type of industry, impact on the environment, impact on the community, similar existing industries in town, etc.:

b. What is the estimated number of new jobs this project will create? _____
- c. What is the pay scale and benefits package for these positions?

4. Proposed Project Site

Site Address _____

Current Owner _____

Legal Description: _____

If current site owner is not the applicant, please list the arrangement to build:

5. Physical Description of the Proposed Project

Please include square footage, size of property, description of building materials:

Site Plan Attached? Yes No

6. Land Use:

a. Is the property located in a blighted or substandard area? Yes No

b. If property is to be subdivided, please include copy of planned division:
Copy Attached? Yes No

c. Current Zoning of the property: _____

d. Is the proposed project a permitted use on the property? Yes No

What permits would be required? _____

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

7. Relocation

a. Will any residences or businesses need to relocate because of this project?
 Yes No If yes, please explain. _____

b. Will any housing units be eliminated by this project? Yes No
If yes, what is your plan to create equivalent replacement housing units?

8. Estimated Project Costs

a. Land Acquisition, if applicable: \$ _____

b. Site Development (itemize below): \$ _____ (Totaled)

i. Demolition: \$ _____

ii. Grading: \$ _____

iii. Site Preparation: \$ _____

iv. Other (explain): \$ _____

c. Building Construction Cost: \$ _____

d. Other Site Improvements (explain) \$ _____

e. Equipment: \$ _____

f. Architectural and Engineering Fees: \$ _____

g. Legal Fees: \$ _____

h. Financing Costs: \$ _____

i. Broker Costs, if any: \$ _____

j. Contingencies: \$ _____

k. Other (explain): \$ _____

Total: \$ _____

9. Please attach the following documentation

- a. Construction Pro Forma. Attached? Yes No
- b. Annual Income and Expense Pro Forma (with appropriate schedules). Attached? Yes No
- c. Applicant’s Corporate/Business Annual Financial Statements for the last three years. Attached? Yes No
- d. Business Plan for the proposed project. Attached? Yes No

10. Estimated Tax Increment

- a. Total estimated assessed valuation of Real Property at completion: \$ _____

Please also describe how you arrived at this value (e.g., discussions with County Assessor, previous construction projects, etc.):

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

11. Proposed Source of Financing

- a. Equity: \$ _____
- b. Bank loan: \$ _____
(please provide conditional approval or commitment letters, if applicable)
- c. Tax Increment Financing: \$ _____
- d. Other (please describe): \$ _____
- e. **TOTAL FINANCING:** \$ _____

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

13. Project construction schedule:

- a. Construction start date: _____
- b. Construction completion date: _____
- c. If project is phased:
Year _____ / _____ % Complete
Year _____ / _____ % Complete

14. 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:

15. Amount of TIF request: \$ _____

16. Application Fee Paid: \$ _____

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.

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.

17. 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):

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

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

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

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

The above information is accurate to the best of my knowledge and belief. The above information is provided to help the City to evaluate the feasibility of the use of tax increment financing. I/we further authorize the release of all personal and business credit information to the City of Seward and acknowledge this information upon submission will be considered a Public Record.

Signature: _____

Printed Name: _____

Title: _____ Date: _____

Exhibit C

17. 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):

Tax increment financing (TIF) proceeds will be used to reimburse the costs of public improvements and site development associated with constructing a 25,000 square foot insulated steel industrial facility (including 3,200 square feet of office space) on a 4.46-acre site within the Seward/Lincoln Regional Rail Campus.

These costs are necessary to make the site development-ready and include the following TIF-eligible expenses:

- **Site Purchase Cost:** \$533,988
- **Architectural/Engineering:** \$175,000
- **Grading and site preparation (including erosion control):** \$100,000
- **On-site infrastructure improvements (paving, driveway access, sidewalks):** \$85,000
- **Stormwater management improvements (inlets, drainage, piping):** \$30,000
- **Landscaping and green space (public-facing areas):** \$30,000
- **TIF-related legal, administrative, financing, and issuance costs:** \$43,500

Total TIF-eligible costs: \$997,488

Cost estimates are based on discussions with contractors and architects. Detailed bids and plans will be provided as attachments prior to final closing.

18. 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. The project is not economically feasible without TIF assistance. The proposed site requires substantial upfront investment in grading and infrastructure that are not recoverable through

Exhibit C

rental income or cash flow in the short term. TIF assistance is necessary to close the funding gap and enable the project to proceed at the selected location.

TIF allows the developer to offset extraordinary development costs and make the project financially viable, while still delivering public infrastructure improvements and long-term taxable value to the City.

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

Not likely. The additional public improvement costs make this specific parcel financially uncompetitive compared to other available industrial land in surrounding areas, especially considering the cost of the land to be developed. TIF serves as a critical tool to mitigate site-specific development hurdles and enables the project to proceed within the Seward Regional Rail Campus.

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

- **Job Creation:** The project is expected to generate at least 10 new full-time positions in Seward County. Roles will include warehouse operations, logistics, customization technicians (embroidery, printing), and office staff.
- **Wages and Benefits:** Estimated wages range from \$45,000 to \$95,000 annually. Benefits will include a QSEHRA, SIMPLE IRA retirement plan with employer match, 10 paid holidays, and 10 days of PTO annually.
- **Property Tax Base Expansion:** The completed facility is expected to increase the taxable valuation from a nominal amount to over \$1.9 million, resulting in a projected \$25,375 of new annual real estate taxes post-TIF.
- **Infrastructure Investment:** The project will fund permanent upgrades to the City's utility and road infrastructure, which will benefit future users in the Regional Rail Campus.
- **Economic Diversification:** This eCommerce-focused facility adds to the industrial diversity of the community and establishes Seward as a logistics and fulfillment-friendly destination.
- **Long-Term Anchoring:** The owner intends to occupy and operate from this facility for the foreseeable future, ensuring continuity, reinvestment, and community engagement.

Balance Sheet

Parker Baby Co.

As of December 31, 2024

DISTRIBUTION ACCOUNT	2022	2023	2024
Assets			
Current Assets			
Bank Accounts			
Checking - Chase 8378	99,005.37	70,995.10	15,398.94
Highbeam Checking 4231			150,000.00
Highbeam High yield			242,198.32
Paypal	1,423.15	1,007.01	0.00
Paypal CAD		52.80	176.25
Paypal Hold	56.98		
Transaction Clearing A/c			-1.73
Total for Bank Accounts	100,485.50	72,054.91	407,771.78
Accounts Receivable			
Accounts Receivable (A/R)	279,534.33	0	0
Intercompany Receivable		335,645.90	461,323.50
Wholesale Receivable		41,367.00	98,496.00
Total for Accounts Receivable (A/R)	279,534.33	377,012.90	559,819.50
Total for Accounts Receivable	279,534.33	377,012.90	559,819.50
Other Current Assets			
Amazon Receivables	0	0	0
Amazon Receivable CA	442.81	469.90	1,290.73
Amazon Receivable MX	102.08	57.00	81.41
Amazon Receivable USA	25,520.05	69,977.58	26,299.60
Amazon Receivable USA LLC	82.85	14.32	56.14
Total for Amazon Receivables	26,147.79	70,518.80	27,727.88
BlockFi			
GST Receivable CA			1,065.06
Interest Receivable		3,732.00	5,395.33
Inventory	0	0	0
Inbound Inventory			210,398.96
Inventory Asset	1,806,694.15	2,134,229.10	1,770,253.32
Total for Inventory	1,806,694.15	2,134,229.10	1,980,652.28
Prepaid expenses	11,597.26	17,987.89	21,987.12
Shopify Clearing Account	5,416.28	9,044.33	4,206.91
Short Term Loan - Huebner	311,000.00	311,000.00	237,372.42
Vendor Deposits	56,244.00	20,327.04	
Walmart Receivable	190.03	384.37	510.01
Total for Other Current Assets	2,217,289.51	2,567,223.53	2,278,917.01
Total for Current Assets	2,597,309.34	3,016,291.34	3,246,508.29
Fixed Assets			

Balance Sheet

Parker Baby Co.

As of December 31, 2024

DISTRIBUTION ACCOUNT	2022	2023	2024
Other Assets			
Security deposits	3,732.78	3,732.78	3,732.78
Total for Other Assets	3,732.78	3,732.78	3,732.78
Total for Assets	2,601,042.12	3,020,024.12	3,250,241.07
Liabilities and Equity			
Liabilities			
Current Liabilities			
Accounts Payable			
Accounts Payable (A/P)		11,400.00	
Total for Accounts Payable	0	11,400.00	0
Credit Cards			
Amex Gold 01005			67.14
Amex Gold 21001		488.79	-39.00
Amex Gold 21004 (Kirsten)	519.41	100,315.47	-1,041.78
Amex Gold 31009	500.00		174,567.73
Amex Gold 62002			1,168.39
Amex Gold 81007		26,364.24	20.96
Amex Gold 92007		1,957.22	
Capital One Spark - Original 8860	47,883.88	135,246.76	232,639.63
Capital One Spark - Plus 5405	38,148.67	74,113.69	29,465.23
Chase 2848			
Chase Ink Preferred	87,799.76	870.00	7,696.98
Chase Line of Credit	341,236.44	301,620.04	
Total for Credit Cards	516,088.16	640,976.21	444,545.28
Other Current Liabilities			
Accrued Interest	0	0	0
Accrued Interest SBA-I	43,237.00	30,306.05	19,863.32
Accrued Interest SBA-II	22,619.09	78,869.12	135,273.32
Total for Accrued Interest	65,856.09	109,175.17	155,136.64
Amazon Lending			
Payroll Liability	0	0	0
Accrued Payroll Liability			
Payroll Tax Liability			
Simple IRA Payable	7,604.76	22,437.33	7,587.63
Total for Payroll Liability	7,604.76	22,437.33	7,587.63
Sales Tax Liability	7,005.51	4,183.89	3,363.99
Total for Other Current Liabilities	80,466.36	135,796.39	166,088.26
Total for Current Liabilities	596,554.52	788,172.60	610,633.54

Balance Sheet

Parker Baby Co.

As of December 31, 2024

DISTRIBUTION ACCOUNT	2022	2023	2024
Long-term Liabilities			
SBA EIDL Loan	0	0	0
EIDL Loan 1 - \$.5M	500,000.00	500,000.00	500,000.00
EIDL Loan 2 - \$1.5M	1,500,000.00	1,500,000.00	1,500,000.00
Total for SBA EIDL Loan	2,000,000.00	2,000,000.00	2,000,000.00
Total for Long-term Liabilities	2,000,000.00	2,000,000.00	2,000,000.00
Total for Liabilities	2,596,554.52	2,788,172.60	2,610,633.54
Equity			
Retained Earnings	384,532.41	1,084,604.60	1,811,168.52
Net Income	700,072.19	726,563.92	1,451,756.01
Members Distribution - Sam	-1,080,500.00	-1,579,700.00	-2,623,700.00
Shareholder's Equity - Sam	383.00	383.00	383.00
Total for Equity	4,487.60	231,851.52	639,607.53
Total for Liabilities and Equity	2,601,042.12	3,020,024.12	3,250,241.07

Profit and Loss

Parker Baby Co.

January 1, 2022-December 31, 2024

DISTRIBUTION ACCOUNT	2022	2023	2024	TOTAL
Income				
Amazon Sales				0
Amazon Sales CA	831.61	53,403.52	236,976.58	291,211.71
Amazon Sales MX	1,920.39	4,016.17	7,755.08	13,691.64
Amazon Sales USA	7,203,685.95	8,929,455.16	10,617,850.82	26,750,991.93
Amazon Sales USA LLC	1,464.85	4,917.80	13,960.04	20,342.69
Total for Amazon Sales	7,207,902.80	8,991,792.65	10,876,542.52	\$27,076,237.97
Amazon Sales Return				0
Sales Return CA		-4,787.39	-13,909.32	-18,696.71
Sales Return MX	-55.49	-152.61	-130.91	-339.01
Sales Return USA	-376,516.81	-518,854.59	-580,749.31	-1,476,120.71
Sales Return USA LLC		-349.20	-96.80	-446.00
Total for Amazon Sales Return	-376,572.30	-524,143.79	-594,886.34	-\$1,495,602.43
eBay sales		159.87		159.87
Faire Sales		4,537.39	63,205.76	67,743.15
Licensing Revenue	30,404.96	53,052.30	45,231.61	128,688.87
Other Amazon Income				0
Other Amazon Income CA		394.43	1,191.49	1,585.92
Other Amazon Income MX	54.37	26.30	43.56	124.23
Other Amazon Income USA	65,333.76	125,137.08	105,980.27	296,451.11
Other Amazon Income USA LLC	3.99	16.53	13.47	33.99
Total for Other Amazon Income	65,392.12	125,574.34	107,228.79	\$298,195.25
Shipping Income				0
Shipping Income CA	233.43	941.27	4,184.76	5,359.46
Shipping Income MX	69.46	151.45	353.67	574.58
Shipping Income USA	91,564.94	115,295.78	175,105.67	381,966.39
Shipping Income USA LLC	19.00	14.35	55.37	88.72
Total for Shipping Income	91,886.83	116,402.85	179,699.47	\$387,989.15
Shopify				0
Shopify Sales	742,992.48	784,213.18	516,970.23	2,044,175.89
Shopify Sales Discount	-42,136.90	-99,700.35	-82,774.98	-224,612.23
Shopify Sales Refund	-14,053.06	-15,261.39	-14,602.27	-43,916.72
Shopify Shipping Income	59,320.00	87,817.53	52,299.36	199,436.89
Total for Shopify	746,122.52	757,068.97	471,892.34	\$1,975,083.83
Target sales		189,285.43	714,563.82	903,849.25
Walmart Income				0
Walmart Sales	63,143.15	49,666.85	21,383.30	134,193.30
Walmart Sales Return	-2,513.51	-1,456.72	-1,109.15	-5,079.38
Walmart Shipping Income	516.31	369.33	180.77	1,066.41
Total for Walmart Income	61,145.95	48,579.46	20,454.92	\$130,180.33

Profit and Loss

Parker Baby Co.

January 1, 2022-December 31, 2024

DISTRIBUTION ACCOUNT	2022	2023	2024	TOTAL
Wholesales	722,566.71	1,015,926.00	796,924.10	2,535,416.81
Total for Income	8,548,849.59	10,778,235.47	12,680,856.99	\$32,007,942.05
Cost of Goods Sold				
Amazon Fulfillment Fees				0
Amazon Fulfillment Fees CA		7,824.04	60,596.94	68,420.98
Amazon Fulfillment Fees MX	597.57	1,203.67	4,214.14	6,015.38
Amazon Fulfillment Fees USA	1,537,808.30	2,117,514.07	2,646,919.29	6,302,241.66
Amazon Fulfillment Fees USA LLC	372.01	1,565.43	4,980.18	6,917.62
Total for Amazon Fulfillment Fees	1,538,777.88	2,128,107.21	2,716,710.55	\$6,383,595.64
Amazon Selling Fee				0
Amazon Selling Fee CA	159.71	7,575.96	34,092.47	41,828.14
Amazon Selling Fee MX	274.83	574.88	1,147.02	1,996.73
Amazon Selling Fee USA	1,049,480.21	1,276,442.21	1,519,748.30	3,845,670.72
Amazon Selling Fee USA LLC	220.57	695.04	2,082.32	2,997.93
Total for Amazon Selling Fee	1,050,135.32	1,285,288.09	1,557,070.11	\$3,892,493.52
Amazon Sponsored Ads				0
Amazon DSP Ads		114,976.00	41,960.69	156,936.69
Amazon Sponsored ad Spend CA		10,820.34	30,868.36	41,688.70
Amazon Sponsored ad Spend USA	1,136,293.75	1,239,720.92	1,270,150.52	3,646,165.19
Total for Amazon Sponsored Ads	1,136,293.75	1,365,517.26	1,342,979.57	\$3,844,790.58
Amazon Subscription Fees				0
Amazon Subscription Fees CA	10.72	87.01	116.30	214.03
Amazon Subscription Fees MX	210.52	190.00	173.93	574.45
Amazon Subscription Fees USA	285.94	228.02	212.41	726.37
Total for Amazon Subscription Fees	507.18	505.03	502.64	\$1,514.85
FBA Inventory Fees				0
FBA Inventory Fees CA		11,152.09	63,352.87	74,504.96
FBA Inventory Fees USA	141,295.63	186,126.18	280,412.00	607,833.81
Total for FBA Inventory Fees	141,295.63	197,278.27	343,764.87	\$682,338.77
Fulfillment Center	187,402.03	280,792.89	356,001.27	824,196.19
Other Amazon Expenses				0
Other Amazon Expenses CA		92.06	75.84	167.90
Other Amazon Expenses USA		35.12	2,620.48	2,655.60
Total for Other Amazon Expenses	0	127.18	2,696.32	\$2,823.50
Outbound Shipping	213,118.53	435,447.07	629,615.11	1,278,180.71
Product Cost				0
Amazon COGS CA	168.65	10,458.60	46,291.86	56,919.11
Amazon COGS MX	225.73	479.07	1,161.31	1,866.11
Amazon COGS USA	1,594,760.80	1,914,054.14	1,932,273.57	5,441,088.51

Profit and Loss

Parker Baby Co.

January 1, 2022-December 31, 2024

DISTRIBUTION ACCOUNT	2022	2023	2024	TOTAL
Amazon COGS USA LLC	266.80	768.66	3,273.36	4,308.82
COGS-Year End Inventory Adjustment			13,982.95	13,982.95
ebay COGS		39.97		39.97
Faire COGS		1,134.38	15,801.45	16,935.83
Maisonette COGS	2,808.99			2,808.99
Return/Disposals COGS	44,068.17	31,459.64	35,679.55	111,207.36
Shopify COGS	181,647.17	194,444.45	103,383.04	479,474.66
Target COGS		55,086.23	172,922.70	228,008.93
Walmart COGS	13,529.55	10,118.00	4,002.90	27,650.45
Wholesales COGS	355,239.48	466,788.13	303,998.14	1,126,025.75
Total for Product Cost	2,192,715.34	2,684,831.27	2,632,770.83	\$7,510,317.44
Promotional Rebates				0
Promotional Rebates CA		1,041.19	5,727.46	6,768.65
Promotional Rebates USA	69,808.61	96,194.59	163,132.56	329,135.76
Promotional Rebates USA LLC	15.05	7.40	53.70	76.15
Total for Promotional Rebates	69,823.66	97,243.18	168,913.72	\$335,980.56
Walmart Expenses				0
Walmart Advertisement	5,155.78			5,155.78
Walmart Commission	9,340.87	7,431.46	3,252.43	20,024.76
Total for Walmart Expenses	14,496.65	7,431.46	3,252.43	\$25,180.54
Total for Cost of Goods Sold	6,544,565.97	8,482,568.91	9,754,277.42	\$24,781,412.30
Gross Profit	2,004,283.62	2,295,666.56	2,926,579.57	\$7,226,529.75
Expenses				
Advertising & marketing				0
Google Ads	111,791.49	86,836.77	91,338.73	289,966.99
Meta Ads	238,095.04	209,360.91	86,948.63	534,404.58
Other Ads	1,921.94	39,436.10	44,106.50	85,464.54
Pinterest Ads	25,163.19	5,793.01		30,956.20
Promotion/PR			39,407.65	39,407.65
Tiktok Ads	3,448.41	38,326.95	12,044.06	53,819.42
Total for Advertising & marketing	380,420.07	379,753.74	273,845.57	\$1,034,019.38
Affiliate Fees			9,617.99	9,617.99
Bank Charges	2,919.50	6,683.69	7,021.75	16,624.94
Cloud Tools			90,582.24	90,582.24
Computer Expenses			4,234.07	4,234.07
Consulting Services			175,552.94	175,552.94
Contract labor	9,649.71	7,572.67		17,222.38
Dues & Subscriptions			181.12	181.12
Employment Costs			2,136.62	2,136.62
Gifts			6,514.38	6,514.38

Profit and Loss

Parker Baby Co.

January 1, 2022-December 31, 2024

DISTRIBUTION ACCOUNT	2022	2023	2024	TOTAL
Gusto - Payroll				0
Payroll Expenses	307,133.53	391,992.12		699,125.65
Payroll Processing Fees	2,316.05	2,869.92		5,185.97
Payroll Taxes	26,932.66	36,343.78	47,575.59	110,852.03
Reimbursements	5,014.79	7,731.88		12,746.67
Simple IRA Benefits	6,411.89	12,566.10	13,211.24	32,189.23
Wages & Salaries	59,587.38	124,671.06	620,334.96	804,593.40
Total for Gusto - Payroll	407,396.30	576,174.86	681,121.79	\$1,664,692.95
Health & Wellness Benefit			16,515.33	16,515.33
Hotel Expense		4,695.74	6,527.19	11,222.93
Inspection Charges		1,500.00	3,817.34	5,317.34
Insurance Expenses	8,969.55	23,427.14	28,834.13	61,230.82
Interest Expenses			80,826.71	\$80,826.71
Interest on Amazon Lending	20,258.59	16,844.00		37,102.59
Interest on LOC / CC	14,325.66	25,339.33		39,664.99
SBA Loan Interest	56,815.14	75,000.08		131,815.22
Total for Interest Expenses	91,399.39	117,183.41	80,826.71	\$289,409.51
Legal & Professional Expenses	110,708.92	165,634.77		\$276,343.69
Accounting fees			19,668.00	19,668.00
Legal Fees			8,800.50	8,800.50
Professional Development			57,682.36	57,682.36
Total for Legal & Professional Expenses	110,708.92	165,634.77	86,150.86	\$362,494.55
Mailbox Fees			441.20	441.20
Meals & Entertainment	2,402.67	13,729.37	12,307.79	28,439.83
Merchant Account Fees	27,915.91	28,067.56	26,981.10	82,964.57
Mobile & Internet Expenses	2,468.39	3,352.60		5,820.99
Office Supplies	7,223.65	18,573.30	16,192.04	41,988.99
Other Business Expenses	10,527.99	13,393.60		23,921.59
Packaging expense	1,791.92		5,401.50	7,193.42
Photography Services Expenses	1,109.79	4,666.80	16,137.86	21,914.45
Product Samples			19,687.79	19,687.79
Rent or Lease	30,321.45	29,885.74	31,237.00	91,444.19
Research and Development			19,634.59	19,634.59
Sales Returns - Shipping Income			2,287.66	2,287.66
Section 139 Disaster Relief Reimbursements	100,000.00			100,000.00
Seller Service Fees			955.82	955.82
Software & Subscription Expenses	44,267.75	106,380.54		150,648.29
Training and Certification	37,189.00	40,937.00		78,126.00
Travel	2,459.24	5,249.00	4,294.67	12,002.91
Uniforms	241.26	1,604.99		1,846.25

Profit and Loss

Parker Baby Co.

January 1, 2022-December 31, 2024

DISTRIBUTION ACCOUNT	2022	2023	2024	TOTAL
Utilities			7,849.76	\$7,849.76
Gas	1,085.41	1,436.36		2,521.77
Waste Disposal Expenses	2,268.61	3,830.32		6,098.93
Total for Utilities	3,354.02	5,266.68	7,849.76	\$16,470.46
Website Services			3,157.46	3,157.46
Total for Expenses	1,282,736.48	1,553,733.20	1,640,046.27	\$4,476,515.95
Net Operating Income	721,547.14	741,933.36	1,286,533.30	\$2,750,013.80
Other Income				
Interest Income		3,732.00	18,962.93	22,694.93
Legal Settlement Income			211,615.52	211,615.52
Other Income		3,296.80	880.00	4,176.80
Total for Other Income	0	7,028.80	231,458.45	\$238,487.25
Other Expenses				
Donation	7,523.00	22,406.78	66,282.94	96,212.72
Exchange Gain or Loss	0.93	-8.54	-47.20	-54.81
Prior Period Adjustment	13,951.02			13,951.02
Total for Other Expenses	21,474.95	22,398.24	66,235.74	\$110,108.93
Net Other Income	-21,474.95	-15,369.44	165,222.71	\$128,378.32
Net Income	700,072.19	726,563.92	1,451,756.01	\$2,878,392.12

**Parker Baby Co.
Profit and Loss
Pro Forma**

	Forecasted	Forecasted	Forecasted
	2025	2026	2027
Income			
Amazon Sales			
Amazon Sales CA	87,629	0	0
Amazon Sales MX	12,892	15,470	18,564
Amazon Sales USA	11,636,721	15,127,738	18,153,285
Amazon Sales USA LLC	1,890	2,268	2,721
Total Amazon Sales	11,739,131	15,145,475	18,174,570
Amazon Sales Return	0		
Sales Return CA	(5,762)	0	0
Sales Return MX	(390)	(468)	(561)
Sales Return USA	(622,500)	(809,249)	(971,099)
Sales Return USA LLC	0	0	0
Total Amazon Sales Return	(628,651)	(809,717)	(971,661)
Faire Sales	81,067	97,281	116,737
Licensing Revenue	95,270	95,270	95,270
Maisonette Sales	4,250	0	0
Nordstrom.com Sales	143,979	172,775	207,330
Other Amazon Income			
Other Amazon Income CA	540	0	0
Other Amazon Income MX	62	75	89
Other Amazon Income USA	104,078	135,302	162,362
Other Amazon Income USA LLC	4	5	6
Total Other Amazon Income	104,684	135,381	162,457
Shipping Income			
Shipping Income CA	1,664	0	0
Shipping Income MX	538	646	775
Shipping Income USA	193,051	250,967	301,160
Shipping Income USA LLC	11	0	0
Total Shipping Income	195,265	251,613	301,935
Shopify			
Shopify Sales	505,919	607,103	728,524
Shopify Sales Discount	(60,244)	(72,292)	(86,751)
Shopify Sales Refund	(16,403)	(19,684)	(23,621)
Shopify Shipping Income	54,312	65,174	78,209
Total Shopify	483,584	580,301	696,361
Target sales	1,047,842	1,257,411	1,508,893
Walmart Income			
Walmart Sales	22,474	26,969	32,363
Walmart Sales Return	(879)	(1,054)	(1,265)
Walmart Shipping Income	182	219	263
Total Walmart Income	21,778	26,133	31,360
Wholesales	421,685	506,022	607,227
Total Income	\$ 13,709,885	\$ 17,457,945	\$ 20,930,479
Cost of Goods Sold			
Amazon Fulfillment Fees			
Amazon Fulfillment Fees CA	22,972	0	0
Amazon Fulfillment Fees MX	5,209	6,251	7,501
Amazon Fulfillment Fees USA	2,888,042	3,465,651	4,158,781
Amazon Fulfillment Fees USA LLC	4,601	5,522	6,626
Total Amazon Fulfillment Fees	2,920,825	3,477,423	4,172,908

Amazon Selling Fee	0		
Amazon Selling Fee CA	12,953	0	0
Amazon Selling Fee MX	1,917	2,300	2,760
Amazon Selling Fee USA	1,738,751	2,086,501	2,503,802
Amazon Selling Fee USA LLC	2,108	2,529	3,035
Total Amazon Selling Fee	1,755,729	2,091,331	2,509,597
Amazon Sponsored Ads			
Amazon Sponsored ad Spend CA	12,706	0	0
Amazon Sponsored ad Spend USA	949,560	1,139,473	1,367,367
Total Amazon Sponsored Ads	962,266	1,139,473	1,367,367
Amazon Subscription Fees			
Amazon Subscription Fees CA	119	0	1
Amazon Subscription Fees MX	176	211	254
Amazon Subscription Fees USA	56	67	80
Total Amazon Subscription Fees	351	278	335
FBA Inventory Fees			
FBA Inventory Fees CA	17,478	0	0
FBA Inventory Fees USA	328,836	394,603	473,524
Total FBA Inventory Fees	346,314	394,603	473,524
Fulfillment Center	373,534	356,739	427,698
Other Amazon Expenses			
Other Amazon Expenses CA	92	0	0
Other Amazon Expenses USA	502	602	722
Total Other Amazon Expenses	594	602	722
Outbound Shipping	564,128	574,681	688,990
Product Cost			
Amazon COGS CA	17,318	0	0
Amazon COGS MX	2,289	2,747	3,296
Amazon COGS USA	2,109,891	2,531,869	3,038,243
Amazon COGS USA LLC	3,159	3,791	4,550
Faire COGS	33,494	40,193	48,232
Maisonette COGS	877	0	0
Nordstrom.com COGS	34,880	41,856	50,227
Return/Disposals COGS	35,182	42,218	50,662
Shopify COGS	124,267	149,121	178,945
Target COGS	264,761	317,713	381,255
Walmart COGS	5,226	6,271	7,526
Wholesales COGS	200,358	240,430	288,516
Total Product Cost	2,831,703	3,376,210	4,051,452
Promotional Rebates			
Promotional Rebates CA	1,798	0	0
Promotional Rebates USA	193,294	231,953	278,344
Promotional Rebates USA LLC	48	57	69
Total Promotional Rebates	195,140	232,010	278,413
Walmart Expenses			
Walmart Commission	3,381	4,057	4,868
Total Walmart Expenses	3,381	4,057	4,868
Total Cost of Goods Sold	9,953,964	11,647,407	13,975,873
Gross Profit	3,755,922	5,810,537	6,954,606
Expenses			
Advertising & marketing			
Google Ads	94,980	120,946	145,003
Meta Ads	72,585	92,429	110,814
Microsoft Ads	536	643	772
Other Ads	90,781	108,938	130,725

Total Advertising & marketing	258,883	322,956	387,314
Affiliate Fees	2,018	2,569	3,080
Bank Charges	5,416	6,897	8,269
Cloud Tools	80,558	102,582	122,986
Computer Expenses	15,099	19,227	23,051
Consulting Services	228,051	228,051	228,051
Dues & Subscriptions	74	94	113
Gifts	3,824	4,870	5,838
Gusto - Payroll			
Payroll Taxes	68,993	104,800	125,760
Simple IRA Benefits	41,346	75,184	90,221
Wages & Salaries	870,566	1,362,404	1,634,885
Total Gusto - Payroll	980,905	1,542,388	1,850,866
Health & Wellness Benefit	2,388	3,040	3,645
Inspection Charges	6,178	7,867	9,432
Insurance Expenses	36,458	46,426	55,660
Interest Expenses	81,493	122,240	122,240
Legal & Professional Expenses	0		
Accounting fees	21,201	21,201	21,201
Legal Fees	11,801	15,027	18,015
Professional Development	27,289	34,749	41,661
Total Legal & Professional Expenses	60,291	70,977	80,878
Mailbox Fees	421	536	643
Meals & Entertainment	8,470	10,786	12,931
Merchant Account Fees	33,328	42,439	50,880
Molding Fees	2,826	3,599	4,314
Office Supplies	13,181	16,785	20,123
Photography Services Expenses	18,843	23,995	28,767
Product Samples	12,760	16,248	19,480
Rent or Lease	35,153		
Research and Development	15,190	19,343	23,190
Sales Returns - Shipping Income	2,478	3,156	3,783
Taxes and Licenses	5,036	6,413	7,688
Training and Certification	379	483	579
Travel	8,792	11,195	13,422
Utilities	7,603	24,000	24,000
Website Services	265	338	405
Total Expenses	1,926,361	2,659,497	3,111,631
Net Operating Income	1,829,560	3,151,040	3,842,976
Other Income	0		
Interest Income	17,574	22,379	26,830
Legal Settlement Income	53,029	67,526	80,958
Total Other Income	70,603	89,905	107,788
Other Expenses	0		
Donation	190,015	324,095	395,076
Exchange Gain or Loss	16	20	20
Total Other Expenses	190,030	324,115	395,096
Net Other Income	(119,427)	(234,209)	(287,308)
Net Income	\$ 1,710,133	\$ 2,916,831	\$ 3,555,667
	11.9%	15.9%	16.2%

Seward Warehouse Consolidation and Expansion Project

Brand Overview

Parker Baby Co.

Founded by Sam and Kirsten Huebner in 2015 shortly after the birth of their twin daughters, [Parker Baby Co.](#) was established with the vision of simplifying parenthood through thoughtfully designed, practical baby products. Inspired by their personal parenting journey, the company has experienced significant growth, developing a loyal customer base. Parker Baby Co. products are sold exclusively online via ParkerBaby.com, Amazon.com, Babylist, Target.com, and Nordstrom.com, solidifying its presence in the premium baby product market.

Vision

We nurture and grow strong families



TallSlim

[TallSlim](#) was created to fill a market gap identified by its founder, Sam Huebner, who at 6'6" struggled for years to find well-fitting apparel. Historically, tall individuals faced limited clothing options, often settling for overly baggy "big and tall" items or ill-fitting regular clothing. TallSlim addresses this challenge directly, offering precision-tailored garments specifically designed to fit men ranging from 6'0" to 7'0". Initially starting with t-shirts, the brand has expanded to include joggers, hoodies, button-ups, and more, continually expanding its range to meet the needs of tall men seeking stylish, comfortable, and properly fitting apparel.

Vision

We empower tall, slim men to look and feel confident.



Project Summary

The Seward Warehouse Consolidation and Expansion Project involves the construction of a modern, 25,000-square-foot warehouse, light manufacturing and fulfillment center located in Seward, Nebraska. The facility will consolidate and integrate operations previously managed by multiple third-party logistics (3PL) providers and internal warehouses for Parker Baby Co. and TallSlim. By centralizing these operations, the project aims to drastically reduce operational costs, enhance fulfillment efficiency, and expand product offerings with in-house personalization through advanced embroidery and patch manufacturing.

capabilities. Total projected investment is estimated between \$3-4 million, financed through a combination of retained earnings, Tax Increment Financing (TIF), and the remaining funds financed through a local lending institution, Cattle Bank. This diversified financing approach ensures financial stability and leverages local economic partnerships. Anticipated savings include monthly reductions of \$30,000-\$40,000 in storage expenses and a 30%-40% improvement in outbound fulfillment costs.

Project Definition

The project strategically merges warehouse operations for two established eCommerce brands: Parker Baby Co., recognized for premium-quality baby products, and TallSlim, a specialized apparel brand catering to tall, slim men. This new facility will incorporate fulfillment services, returns management, inventory storage, and advanced light manufacturing under a single roof, thereby simplifying operations, reducing lead times, and enhancing customer satisfaction.

Justification and Need

Currently, operational fragmentation across multiple external and internal facilities generates inefficiencies, higher costs, slower fulfillment processes, and reduced agility in responding to changing consumer demands. By consolidating these operations into one centralized location, the Seward Warehouse addresses these inefficiencies and positions the business for sustained, scalable growth.

Moreover, the project aligns closely with our mission-driven approach, which prioritizes the empowerment of individuals and the nurturing of strong family units. We believe investing in this facility equates to investing in our most valuable asset—our employees. The new warehouse facility will provide stable, well-paying employment opportunities with compensation packages that exceed local market standards. Employees will benefit from comprehensive benefits, including a 3% SIMPLE IRA match, a minimum of 10 days of paid time off annually, 10 paid holidays, QSEHRA health reimbursement plans, and an annual paid volunteer day. Additionally, this initiative will stimulate local economic growth by creating desirable jobs, enhancing the community's tax base, and promoting economic stability and prosperity in Seward. These measures collectively foster a balanced, thriving, and

community-oriented workplace culture, underscoring our commitment to employee welfare and community development.

Market Analysis

The personalized product market, especially in baby and apparel segments, is experiencing significant growth driven primarily by millennials and Generation Z consumers who value individuality and uniqueness. The personalized baby product market alone is projected to reach \$31 billion by 2027. Parker Baby Co. and TallSlim stand to capitalize on these trends through the addition of specialized equipment enabling personalized embroidery and custom patch designs, providing competitive differentiation and increased market appeal.

Facility Plan

- **Location:** Seward, Nebraska (Strategically chosen for proximity to central transportation hubs, cost-effective logistics and skilled labor pool)
- **Facility Size:** ~25,000 square feet, state-of-the-art new construction
- **Projected Cost:** \$3-4 million
- **Operational Timeline:** Construction completed and fully operational within 12 months

Operational Plan

The facility will consolidate dispersed fulfillment operations from existing locations in Los Angeles, Salt Lake City, Dallas, and Parker, Colorado. Equipped with modern inventory management systems, logistics automation, and advanced embroidery manufacturing machinery, the new Seward location is expected to decrease average order fulfillment lead times by 30%-40%. The centralization will also achieve significant cost reductions, approximately \$30,000-\$40,000 monthly, enhancing profitability and customer service.

Organizational Structure

Existing Positions

- CEO (Strategic direction and oversight)
- Chief Culture Officer (Maintaining company culture, employee satisfaction, and community outreach)

New Positions Created

- Warehouse Development and Operations Manager (Facility oversight and logistics coordination)
- Amazon Account Manager (Maximizing sales and presence on Amazon)
- Amazon PPC Manager (Advertising and promotional strategies)
- Customer Experience Manager
- Bookkeeper (Financial recording and reporting)
- Photographer (Product imaging and marketing support)
- Warehouse Team Lead (Direct warehouse management)
- Warehouse Operators (3 positions, inventory and fulfillment tasks)

This clearly defined structure ensures optimal productivity, clear responsibilities, and streamlined operational efficiency.

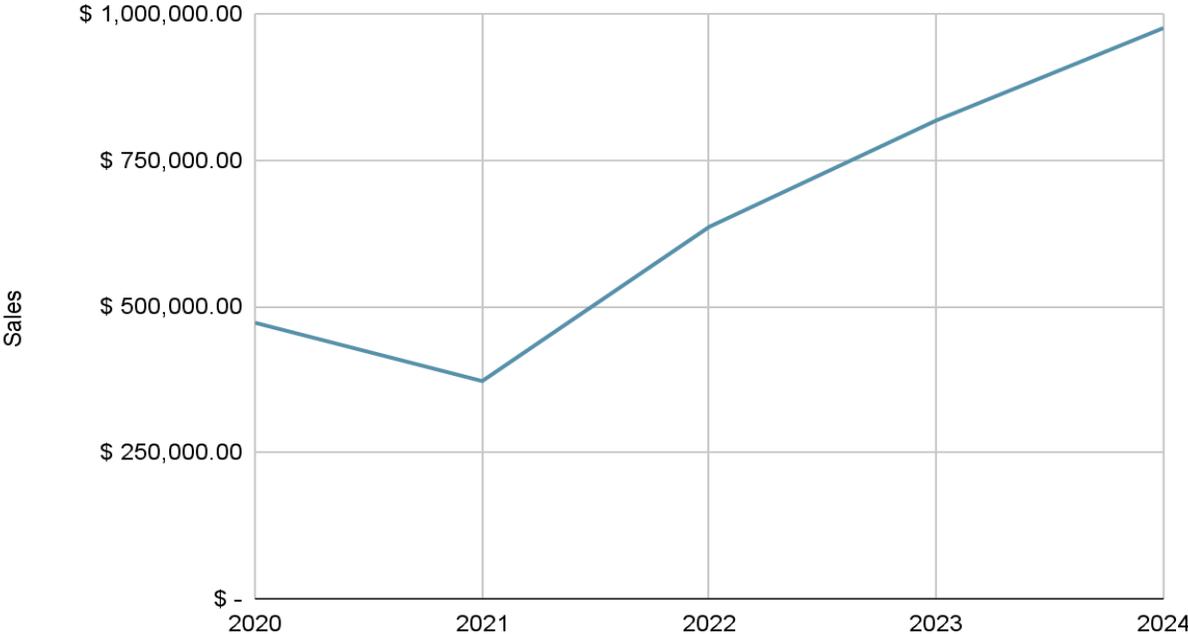
Financial Analysis

Between 2022 and 2024, the company exhibited consistent annual revenue growth of approximately 19%. The projected 2025 figures suggest even greater potential for expansion due to enhanced operational efficiencies and product diversification provided by the consolidated facility. Reduction in fulfillment expenses and storage costs will substantially enhance profitability margins, enabling further investment into strategic growth areas.

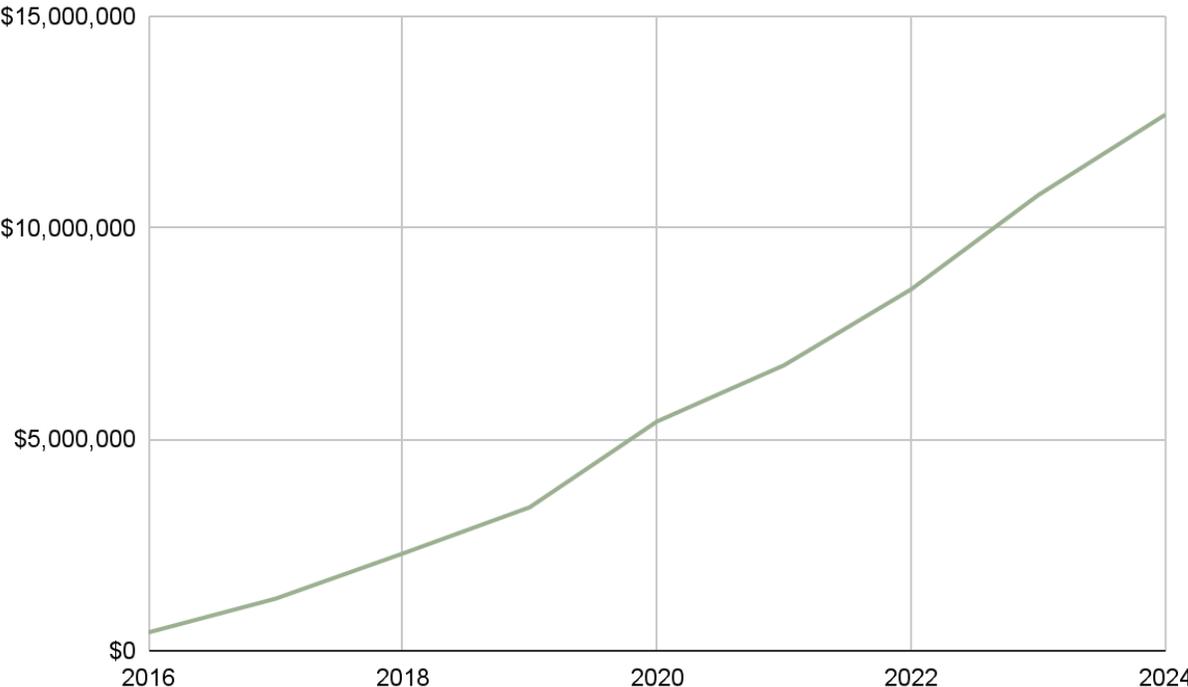


Graphs and Visual Data

Historical Revenue Growth (2020-2024): TallSlim



Historical Revenue Growth (2020-2024): Parker Baby Co.



Strategic Advantages and Risk Mitigation

Advantages

- Enhanced logistics management leading to considerable cost savings
- Strategic workforce investment promoting high employee retention and productivity
- Increased production capabilities and capacity to quickly respond to market trends

Risks

- Potential logistical complexities inherent in in-house fulfillment and manufacturing
- Cash flow constraints associated with upfront capital expenditures

Mitigation Strategies

- Recruitment of experienced operational management staff
- Investment in advanced inventory management and logistics systems to streamline operations
- Securing conservative, manageable financing structures to minimize financial risk

Conclusion

The Seward Warehouse Consolidation and Expansion Project represents a strategic leap forward in operational excellence, financial strength, and employee-focused growth. It underscores our commitment to innovation, efficiency, and community-oriented values. By consolidating operations, enhancing product offerings, and investing in our employees, Parker Baby Co. and TallSlim are poised to reinforce their market leadership, achieve sustainable growth, and positively impact both their employees and the wider community.

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

(RETAIL WAREHOUSE CONSOLIDATION AND EXPANSION 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, 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 CRA has approved multiple redevelopment projects to facilitate the overall redevelopment of the Rail Campus Area, and the development of the Project Site will further continue the implementation of the redevelopment of the Rail Campus Area, as set forth in the Redevelopment Plan

Only a portion of the Project Site is currently located within the corporate limits of the City, but the remainder of the Project Site has been identified for annexation. The Project Site and current City limit are depicted below.



The CRA's area of operation is defined to include "the area within the corporate limits of the city and such land outside the city as may come within the purview of sections 18-2123 and 18-2123.01." Neb. Rev. Stat. § 18-2103(1). Section 18-2123 states:

Upon a determination, by resolution, of the governing body of the city in which such land is located, that the acquisition and development of undeveloped vacant land, not within a substandard and blighted area, is essential to the proper clearance or redevelopment of substandard and blighted areas or a necessary part of the general community redevelopment program of the city, or that the acquisition and development of land outside the city, but within a radius of three miles thereof, is necessary or convenient to the proper clearance or redevelopment of one or more substandard and blighted areas within the city or is a necessary adjunct to the general community redevelopment program of the city, the acquisition, planning, and preparation for development or disposal of such land shall constitute a redevelopment project which may be undertaken by the authority in the manner provided in the Community Development Law.

The CRA is not seeking to have the City add the additional property to the Redevelopment Plan, because the Project Site is currently in the process of annexation. Section 18-2123 is being referenced to show the same conditions that would support such a request, if annexation was not being sought for the Project Site. The Project Site is within the City's ETJ, and the redevelopment of the area outside of corporate limits is necessary to redevelop the portion of the Project Site within City limits. The Project Site must be redeveloped as a whole parcel, even though the Project Site spans the corporate boundary of the City. It would not be feasible to only develop a portion of the Project Site for any purpose, and prohibiting the use of the entire property would significantly hinder the CRA's and the City's overall plan for development of the Rail Campus Area.

Annexation of the Project Site and the Rail Campus Area is in conformation with the Comprehensive Plan and general plan for development of the City. The ability to redevelop the entire Rail Campus Area was intended and anticipated, and is crucial to the success of the overall Rail Campus Redevelopment Plan. The Redevelopment Plan for the Rail Campus also specifically identified the intent to annex and redevelop the entire Rail Campus Area over time in connection with redevelopment of the Rail Campus Area:

While a portion of the Rail Campus Project Area is outside the corporate limits of the City of Seward, the City and the CRA contemplate that all of the land comprising the Rail Campus Project Area will be zoned for industrial use following annexation by the City of Seward of the portion outside City limits. The Rail Campus Project Area has been declared blighted and substandard and is eligible for the use of tax increment financing; provided, however, no redevelopment project shall be approved in the Rail Campus Project Area before the applicable property is annexed by the City.

Since the Project Site is currently partially annexed into the City, with the remainder of the lot currently being reviewed and considered for annexation through the normal procedures required by state law, it is not anticipated that Project will occur

outside of the CRA's area of operation. However, for clarity and to ensure that a redevelopment project using TIF only occurs in the CRA's area of operation, this Redevelopment Plan Amendment for the Project includes the following express condition: the redevelopment project shall be deemed to be limited and the real estate taxes for the Project Site shall only be divided for the portion of the Project Site that is within the corporate limits of the City. The portion of the parcel outside the corporate boundaries of the City can be developed as described herein to support the Project within the corporate limits of the City and for the furtherance of the plan for the redevelopment of the Rail Campus Area, but TIF can and shall only be utilized within the corporate limits of the City. The CRA and Redeveloper acknowledge and understand that if the entire Project Site is not annexed into the City, it could reduce the amount of TIF that the Redeveloper will receive because taxes may only be divided on a portion of the Project Site.

The Project

Sam Huebner, on behalf of a to-be-formed affiliated Nebraska limited liability company (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 ecommerce manufacturing and fulfillment business facility on the Project Site, including an approximately 25,000 square foot insulated steel commercial warehouse, an approximately 3,200 square foot office, and related improvements (the "Project"). The facility will be utilized by two companies that are affiliates of the Redeveloper, Parker Baby Co. and TallSlim. Both companies are ecommerce brands that rely on significant warehousing and efficient shipping and delivery logistics, which makes the Rail Campus location a good location for the business.

As part of the Project, the CRA shall capture available tax increment from the Project Site to assist in payment for the public improvements listed as eligible expenditures under the Act in the Redevelopment Area. Such public improvements may include, but are not limited to: site acquisition, site preparation, grading, architectural, 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.

Redeveloper's goal is to commence construction in August, 2025 and complete construction in the summer of 2026. The base year for the Project is anticipated to be 2026 and the effective date for the division of taxes is anticipated to be January 1, 2027. However, the base year for the Project shall be 2025 and the effective date for the division of taxes shall be January 1, 2026 if the project receives a significant partial valuation during construction for the 2026 tax year.

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 \$1,940,362. 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 \$4,600,000. Redeveloper has identified multiple eligible TIF uses including the \$898,988 in TIF-eligible expenditures set forth below:

Site Acquisition	\$533,988
Site Preparation	\$100,000
Grading	\$75,000
Arch., Eng., and Legal Fees	\$190,000
<u>Total estimated TIF eligible costs:</u>	<u>\$898,988</u>

Based upon the anticipated completed valuation of \$1,940,362, and a 0.0% interest rate for the TIF Note, the Project will support approximately \$380,500 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 from the City in preparation to undertake the Project. The City has followed all State and local laws regarding the sale of the Project Site, which was completed separate from and prior to this Redevelopment Plan Amendment.

B. Population Density

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

C. Land Coverage

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 facility will be approximately 28,200 square feet on the approximately 4.46 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

The Project will increase traffic flow in and to the Project Site and the Rail Campus Area, including daily parcel delivery and pick-up for the shipping operations. The rail campus infrastructure is anticipated to be sufficient for the intended uses of the Project Site upon completion of the Project, and such increases in traffic are the intended result of the redevelopment of the Rail Campus Area. 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. As described above, the Project Site is currently in the process of annexation into the City and this project is subject to the annexation conditions set forth above.

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 intends to file an application with the Department of Revenue to receive tax incentives under the ImagiNE Nebraska Act. Redeveloper has not yet filed such application but has indicated its intent to do so.

EXHIBIT "A"
Legal Description of the Project Site

The property is located at 1027 Worthman Boulevard in Seward (PID# 800231435). The property is legally described as follows:

Lot 14, Seward Rail Campus PUD Second Addition, City of Seward, Seward County, Nebraska.

The general location of the Project Site is depicted below:

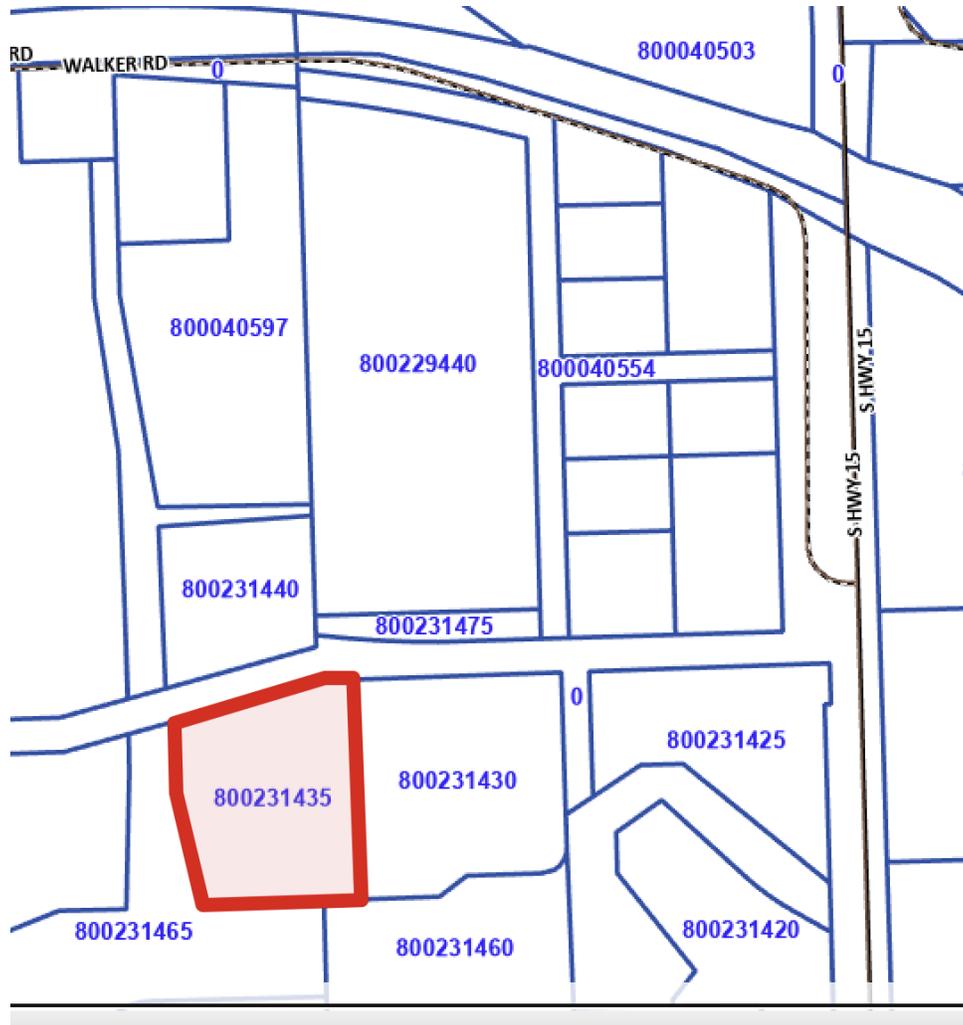


EXHIBIT "B"
PROJECTED TIF SOURCES AND USES

1. TIF SOURCES:

Assumptions:

Tax Levy (2024)	1.443097
Interest Rate	0.0%
Number of Years	15

Property Valuation:

	Assessed Val.	Est. Taxes
Pre-Project	\$182,000	\$2,626
Completed Project	\$1,940,362	\$28,001
Difference	\$1,758,362	\$25,375

TIF Calculations:

Annual TIF Amount	\$25,375
Total TIF	\$380,623
TIF Indebtedness (Present Value)	\$380,623
less 3% Admin Fee	(\$11,419)
Approx. Cost of Issuance (actual cost TBD)	(\$7,500)
TIF Available to Redeveloper	\$361,704

2. TIF USES:

Site Acquisition	\$533,988
Site Preparation	\$100,000
Grading	\$75,000
Arch., Eng., and Legal Fees	\$190,000
Total estimated TIF eligible costs:	\$898,988

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:	\$1,940,362
c.	Projected Tax Increment Base:	\$1,758,362
d.	Estimated Tax Levy:	1.443097
e.	Annual Projected Tax Shift:	\$25,375

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 2024 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 overall Rail Campus Redevelopment. An ecommerce warehouse and fulfillment 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 relocating the warehouse and fulfillment centers for two ecommerce businesses to the City. This will bring the physical operations of existing ecommerce retailers to the City, which should create positive economic stimulation for the City without material impact on other local businesses.

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

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

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

It is anticipated that the Project will create up to 10 full-time jobs. The positions will have competitive salaries for the industry starting in the range of \$45,000 to \$95,000 annually. A benefits package including healthcare and retirement will be available to all full-time employees.

The relocation of Redeveloper's warehouse and fulfillment operations to Seward requires an industrial site with optimal transportation infrastructure. This is in line with the goals for the types of businesses to locate in the Rail Campus Area. The Comprehensive Plan identifies the Rail Campus as major focus of development and business recruiting, and the primary location for industrial uses with heavy traffic.

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.

4922-0700-9094, v. 2

**REDEVELOPMENT AGREEMENT
(RETAIL WAREHOUSE CONSOLIDATION AND EXPANSION PROJECT)**

This Redevelopment Agreement is made and entered into effective as of the 17th day of June, 2025, by and between the Community Redevelopment Authority of the City of Seward, Nebraska (“CRA”) and Sam Huebner, or his permitted assignee (“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 or has site control and will own 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 a warehouse, office, and associated infrastructure improvements on the Project Site for use as an ecommerce manufacturing and fulfillment facility, 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, 2026 or January 1, 2027, pursuant to Section 3.01 of this Agreement.

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

G. “Minimum Project Valuation” means the amount of One Million Nine Hundred Forty Thousand Three Hundred Sixty-Two and No/100 Dollars (\$1,940,362.00).

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 September 30, 2026.

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 Sam Huebner, or a permitted Nebraska limited liability company assignee to which the agreement is assigned pursuant to Section 4.06.

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 an individual and Redeveloper's anticipated assignee will be a Nebraska limited liability company in good standing and authorized to do business in Nebraska that 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 or shall own 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 has notified the CRA that Redeveloper intends 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 shall be either January 1, 2026 or January 1, 2027, depending on the year of the first material increase in the assessed value of the Project Site following commencement of construction. Redeveloper shall notify the CDA prior to June 1, 2026 if it desires to have the Effective Date established as January 1, 2026. Otherwise, the Effective Date shall be January 1, 2027. The CRA shall file the “Notice to Divide Taxes” with the Seward County Assessor on or prior to July 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 Three Hundred Eighty Thousand Six Hundred Twenty Three and No/100 Dollars (\$380,623.00), as calculated on the attached and incorporated Exhibit “B”. The TIF Indebtedness shall be issued by the CRA to 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 Assignment or Conveyance.

Except as set forth below, 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.

Notwithstanding anything set forth above to the contrary, Redeveloper intends to assign this Redevelopment Agreement to an affiliated Nebraska limited liability company that shall be owned by Redeveloper and Redeveloper’s spouse (“Permitted Assignee”). Redeveloper shall have the right to assign the Redevelopment Agreement to said affiliated entity without further consent of approval by executing and delivering to the CRA the Assignment of Redevelopment Agreement attached hereto as Exhibit “H” (“Assignment”). Upon the execution and

delivery of the Assignment, the Permitted Assignee shall assume all obligations of the Redeveloper and the originally identified Redeveloper, Sam Huebner, shall have no further obligations or liability as the Redeveloper.

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:

Sam Huebner
1312 17th St. PMB 70971
Denver, CO 80202

[SIGNATURE PAGE TO FOLLOW]

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: _____
Greg Butcher, Secretary

By: _____
Timothy Moll, Chairman

REDEVELOPER:

Sam Huebner

EXHIBIT “A”
DESCRIPTION OF PROJECT

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

Lot 14, Seward Rail Campus PUD Second Addition, City of Seward, Seward County, Nebraska.

The Project Site shall only include the portion of the above-described property that is within the corporate limits of the City of Seward.

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 ecommerce manufacturing and fulfillment business facility on the Project Site, including an approximately 25,000 square foot insulated steel commercial warehouse, an approximately 3,200 square foot office, and related improvements.

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

**EXHIBIT “B”
TIF INDEBTEDNESS**

1. Projected Base Value: \$182,000
2. Projected Minimum Final Value: \$1,940,362
3. Projected Incremental Valuation: \$1,758,362
4. Assumed Tax Levy: 1.443097
5. Anticipated Tax Increment: \$25,375 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 \$380,623, which is the maximum amount, together with interest accruing thereon, which can be amortized by the Maturity Date, 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 of the Effective Date. 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, 2041, if the Effective Date is established as January 1, 2026 pursuant to Section 3.01 of this Agreement, or December 31, 2042 if the Effective Date is established as January 1, 2027.
 - d. **TIF Period.** The period for the division of taxes for this Project shall be fifteen (15) years, commencing on the Effective Date. For example, if the Effective Date is January 1, 2026 (2026 taxes paid in 2027), the TIF Period will terminate on December 31, 2040 (2040 taxes due on December 31, 2040 but paid in 2041). 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 (2024)	1.443097
Interest Rate	0.0%
Number of Years	15

Property Valuation:

	Assessed Val.	Est. Taxes
Pre-Project	\$182,000	\$2,626
Completed Project	\$1,940,362	\$28,001
Difference	\$1,758,362	\$25,375

TIF Calculations:

Annual TIF Amount	\$25,375
Total TIF	\$380,623
TIF Indebtedness (Present Value)	\$380,623
less 3% Admin Fee	(\$11,419)
Approx. Cost of Issuance (actual cost TBD)	(\$7,500)
TIF Available to Redeveloper	\$361,704

2. TIF USES:

Site Acquisition	\$533,988
Site Preparation	\$100,000
Grading	\$75,000
Arch., Eng., and Legal Fees	\$190,000
Total estimated TIF eligible costs:	\$898,988

**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
(Retail Warehouse Consolidation and Expansion Project)**

This Memorandum of Redevelopment Agreement (“Memorandum”) is made this ___ day of June, 2025 by and between the Community Redevelopment Authority of the City of Seward, Nebraska (“CRA”) and _____, 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 14, Seward Rail Campus PUD Second Addition, City of Seward, Seward County, Nebraska (the “Project Site”).

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

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

[SIGNATURE PAGE TO FOLLOW]

CRA:

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
SEWARD, NEBRASKA

ATTEST:

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

STATE OF NEBRASKA)
) ss.
COUNTY OF SEWARD)

The foregoing instrument was acknowledged before me this ___ day of _____, 2025, 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:

_____, 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 _____, 2025, by _____, _____ of _____, 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
(RETAIL WAREHOUSE CONSOLIDATION AND EXPANSION PROJECT)

Maturity Date	Interest Rate	Original Issuance Date
December 31, 204__	0%	
Registered Holder		Principal Amount
_____, LLC		\$380,623.00

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, 202__, December 15, 202__, and each June 15 and December 15 thereafter through December 15, 204__, 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 (Retail Warehouse Consolidation and Expansion Project), aggregating Three Hundred Eighty Thousand Six Hundred Twenty Three and No/100 Dollars (\$380,623.00) ("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 Sam Huebner, for the Retail Warehouse Consolidation and Expansion 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
(Retail Warehouse Consolidation and Expansion 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 14, Seward Rail Campus PUD Second 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 June 17, 2025, 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:

_____, 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: _____

_____, 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 \$380,623**

_____, 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

EXHIBIT "G"
FORM OF ASSIGNMENT AND ASSUMPTION OF
REDEVELOPMENT AGREEMENT

(Starts on next page)

When recorded, please return to:
City of Seward
Attn: Greg Butcher
537 Main Street
Seward, NE 68434

ASSIGNMENT AND ASSUMPTION OF REDEVELOPMENT AGREEMENT

This Assignment and Assumption of Redevelopment Agreement (“Agreement”) is entered into on this ___ day of _____, 2025, by and between Sam Huebner (“Original Redeveloper”), and _____, LLC, a Nebraska limited liability company (“Successor Redeveloper”).

Recitals

- A. CRA and Original Redeveloper entered into a Redevelopment Agreement dated June 17, 2025, as amended (the “Redevelopment Agreement”), for a redevelopment project on the property that is identified in the Redevelopment Agreement and legally described as:
- Lot 14, Seward Rail Campus PUD Second Addition, City of Seward,
Seward County, Nebraska (“Project Site”).
- B. Section 4.06 of the Redevelopment Agreement permitted Original Redeveloper to assign the Redevelopment Agreement to an affiliated Nebraska limited liability company that shall be owned by Redeveloper and Redeveloper’s spouse without the consent of the Community Redevelopment Authority of the City of Seward, Nebraska (“CRA”).
- C. Successor Redeveloper is an affiliated Nebraska limited liability company that is owned by Redeveloper and Redeveloper’s spouse.
- D. Original Redeveloper desires to assign the Redevelopment Agreement to Successor Redeveloper and Successor Redeveloper agrees to assume all of the obligations of the Redeveloper under the Redevelopment Agreement.

NOW THEREFORE, in consideration of these mutual covenants contained herein and other good and valuable consideration, the parties agree as follows:

- B. 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. 2025-21

(Amendment to Redevelopment Plan–Retail Warehouse Consolidation and Expansion 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 RETAIL WAREHOUSE CONSOLIDATION AND EXPANSION 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 Retail Warehouse Consolidation and Expansion 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 June 17, 2025, 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 17th day of June, 2025.

CITY OF SEWARD, NEBRASKA

By: _____
Mayor

ATTEST: _____
City Clerk

- C. 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 # 2025-22

(Redevelopment Agreement – Retail Warehouse Consolidation and Expansion 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 Retail Warehouse Consolidation and Expansion Project that will include the use of Tax Increment Financing (the “Project”).

C. On June 4, 2025, 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 the Redeveloper for the Project, 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 17th day of June, 2025.

CITY OF SEWARD, NEBRASKA

By: _____
Mayor

ATTEST: _____
City Clerk

4. Public Hearing - 7:00 PM - Consideration of an Ordinance Re-Zoning Property Identified as Lot 1, Kruse Acres from 'AG - Agricultural District' to 'RR - Rural Residential District' - Building/Zoning & Code Enf. Director Dworak

ORDINANCE NO. 2025-15

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SEWARD, NEBRASKA; TO REZONE CERTAIN PROPERTY WITHIN THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF SEWARD, NEBRASKA NOW ZONED AG AGRICULTURAL DISTRICT, TO RR RURAL RESIDENTIAL; SPECIFICALLY, TRACTS OF LAND SOUTH OF BLUFF ROAD AND EAST OF 308TH RD; TO DESCRIBE THE PROPERTY REZONED; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

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

A PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH P.M., SEWARD COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 19; THENCE S00°20'09"E (SEWARD COUNTY LOW DISTORTION PROJECTION) ON THE EAST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 392.14 FEET; THENCE S89°29'18"W, PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 909.11 FEET; THENCE N00°30'42"W PERPENDICULAR TO SAID NORTH LINE, A DISTANCE OF 392.14 FEET TO SAID NORTH LINE; THENCE N89°29'18"E ON SAID NORTH LINE, A DISTANCE OF 910.31 FEET TO THE POINT OF BEGINNING, CONTAINING 8.18 ACRES, MORE OR LESS. ALSO KNOWN AS LOT 1, KRUSE ACRES.

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

Section 3. ZONING MAP AMENDED. The official map of the City of Seward, Nebraska is amended, and it is ordered that the above described land shall now be shown as "I2 General Industrial District."

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

Passed and approved this _____ day of _____, 2025.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

ATTEST:

Derek Bargmann, City Clerk

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

Staff Report
Tim Dworak, Building/Zoning &
Code Enforcement Director
402-643-2928 opt 3 opt 1

APPLICATION TYPE

Rezone Application

FINAL ACTION?

DEVELOPER/OWNER

Lincoln Community Foundation

PC HEARING DATE

June 9, 2025

RELATED APPLICATIONS

Minor Plat Application

PROPERTY ADDRESS, ZONING DISTRICT/USE

3027 Bluff Rd, AG, Agriculture/Residential

ADJACENT ZONING DISTRICTS/USE:

- North, AG, Agriculture – Ann Gruntorad
- East, RR, Residential – Richard Gokie
- South, AG, Agriculture – Sandra Rocker
- West, AG, Agriculture – Jon Propst

BRIEF SUMMARY OF REQUEST:

A Rezone application to change the current zoning from AG (Agriculture) to RR (Rural Residential) for the purpose of creating a conforming rural residential lot.



APPLICATION CONTACT

Chip DeBuse, [REDACTED]

215 Centennial Mall, Ste 100, Lincoln, NE 68508

COMPATIBILITY WITH THE COMPREHENSIVE PLAN

The plat is compatible with the Comprehensive Plan as low density residential.

ANALYSIS

Applicant is requesting a rezone from AG-Agricultural District to RR – Rural Residential District. A minor subdivision plat is subdividing a parcel of land for the purpose of single family home from agricultural land. An existing 1 acre non-conforming parcel already zoned RR is being combined with an existing home site to meet the zoning requirements for rural residential.

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

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

APPROXIMATE LAND AREA:

8.18 acres or 356320.8 square feet +/-

LEGAL DESCRIPTION:

A PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH P.M., SEWARD COUNTY, NEBRASKA

Prepared by

Tim Dworak

City of Seward Building - Zoning - Code Enforcement Director

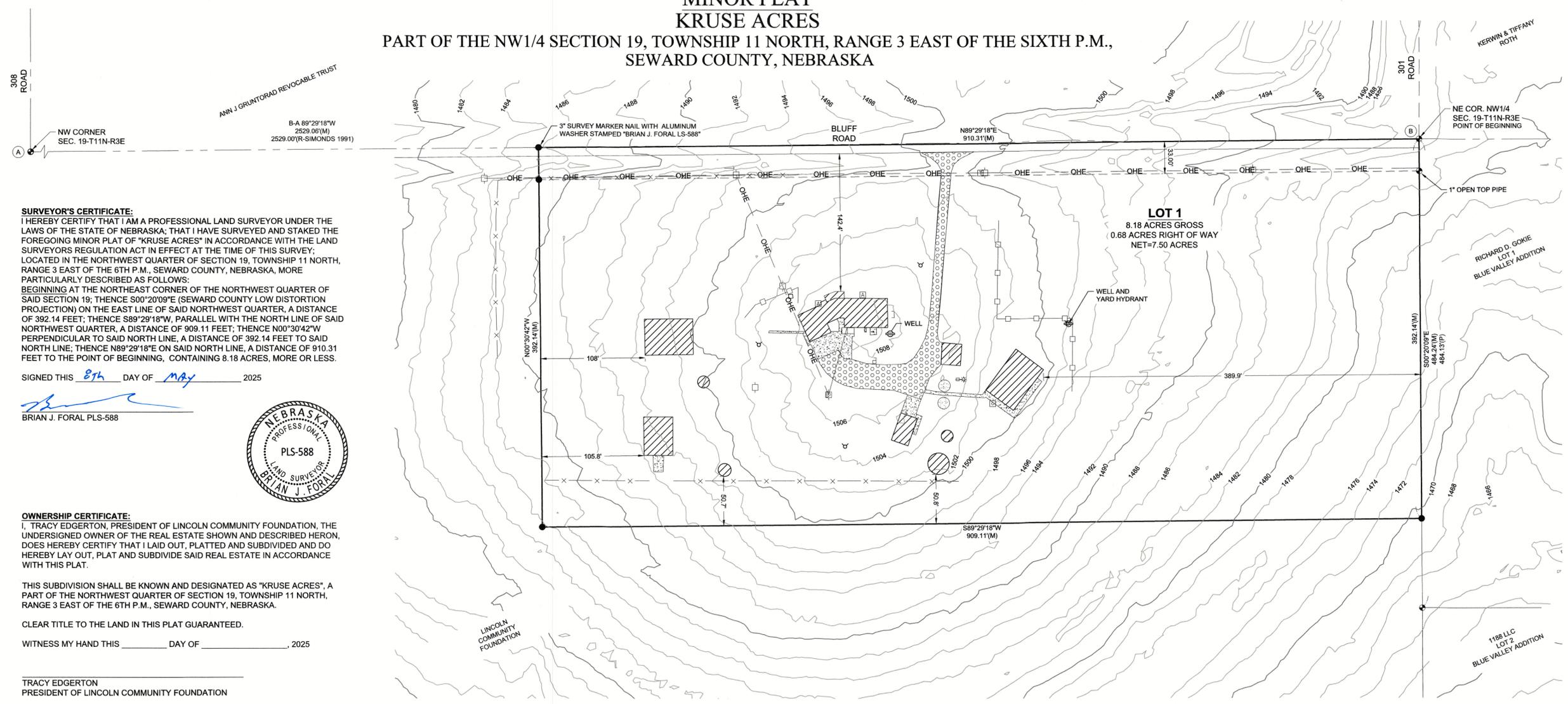
MINOR PLAT KRUSE ACRES

PART OF THE NW1/4 SECTION 19, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE SIXTH P.M., SEWARD COUNTY, NEBRASKA



JEO CONSULTING GROUP

JEO Consulting, Inc.
 1937 N Chestnut St
 Wahoo, NE 68066
 800.723.8567 | jeo.com
 Organization Certificate of
 Authorization Number: CA-0069



SURVEYOR'S CERTIFICATE:
 I HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA; THAT I HAVE SURVEYED AND STAKED THE FOREGOING MINOR PLAT OF "KRUSE ACRES" IN ACCORDANCE WITH THE LAND SURVEYORS REGULATION ACT IN EFFECT AT THE TIME OF THIS SURVEY; LOCATED IN THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH P.M., SEWARD COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 19; THENCE S00°20'09"E (SEWARD COUNTY LOW DISTORTION PROJECTION) ON THE EAST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 392.14 FEET; THENCE S89°29'18"W, PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 909.11 FEET; THENCE N00°30'42"W PERPENDICULAR TO SAID NORTH LINE, A DISTANCE OF 392.14 FEET TO SAID NORTH LINE; THENCE N89°29'18"E ON SAID NORTH LINE, A DISTANCE OF 910.31 FEET TO THE POINT OF BEGINNING, CONTAINING 8.18 ACRES, MORE OR LESS.

SIGNED THIS 8th DAY OF MAY, 2025

BRIAN J. FORAL PLS-588



OWNERSHIP CERTIFICATE:
 I, TRACY EDGERTON, PRESIDENT OF LINCOLN COMMUNITY FOUNDATION, THE UNDERSIGNED OWNER OF THE REAL ESTATE SHOWN AND DESCRIBED HERON, DOES HEREBY CERTIFY THAT I LAID OUT, PLATTED AND SUBDIVIDED AND DO HEREBY LAY OUT, PLAT AND SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT.

THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS "KRUSE ACRES", A PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH P.M., SEWARD COUNTY, NEBRASKA.

CLEAR TITLE TO THE LAND IN THIS PLAT GUARANTEED.
 WITNESS MY HAND THIS _____ DAY OF _____, 2025

TRACY EDGERTON
 PRESIDENT OF LINCOLN COMMUNITY FOUNDATION

ACKNOWLEDGMENT OF NOTARY:

STATE OF NEBRASKA)
) SS
 COUNTY OF)

BEFORE ME, A NOTARY PUBLIC QUALIFIED IN SAID COUNTY, PERSONALLY CAME TRACY EDGERTON, PRESIDENT OF LINCOLN COMMUNITY FOUNDATION, KNOWN TO ME TO BE THE IDENTICAL PERSON WHO SIGNED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HER VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND NOTARIAL SEAL ON _____ DAY OF _____, 2025.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

PRESENT ZONING: AG-AGRICULTURE DISTRICT
 SETBACKS:
 AG FRONT YARD: 50'
 STREET SIDE YARD: 50'
 SIDE YARD: 25'
 REAR: 50'

PROPOSED ZONING: RR-RURAL RESIDENTIAL DISTRICT
 SETBACKS:
 RR FRONT YARD: 50'
 STREET SIDE YARD: 50'
 SIDE YARD: 25'
 REAR YARD: 50'

APPROVAL OF THE CITY OF SEWARD, NEBRASKA, ZONING ADMINISTRATOR:
 THIS MINOR PLAT OF "KRUSE ACRES" HAS BEEN SUBMITTED TO AND APPROVED BY THE CITY OF SEWARD, NEBRASKA, ZONING ADMINISTRATOR,

SIGNED THIS _____ DAY OF _____, 2025.

CITY OF SEWARD
 ZONING ADMINISTRATOR

APPROVAL OF THE PLANNING COMMISSION OF THE CITY OF SEWARD, NEBRASKA:
 THIS MINOR PLAT OF "KRUSE ACRES" HAS BEEN SUBMITTED TO AND APPROVED BY THE CITY OF SEWARD, NEBRASKA, PLANNING COMMISSION,

SIGNED THIS _____ DAY OF _____, 2025.

CHAIRPERSON _____ SECRETARY OF PLANNING COMMISSION _____

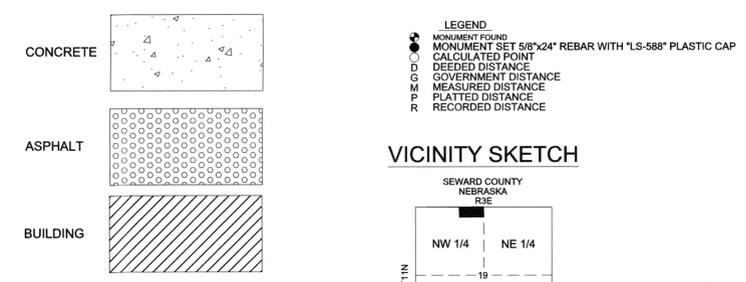
REGISTER OF DEEDS:
 ENTERED ON TRANSFER DEED THIS _____ DAY OF _____, 2025

FILED IN DRAWER _____ AT _____
 AS INSTRUMENT NO. _____

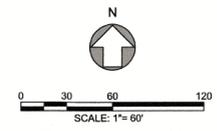
REGISTER OF DEEDS _____

FEE: _____

- (A) NW CORNER SECTION 19-T11N-R3E
 FOUND A 2" S.C.S.M. ALUMINUM CAP AS RECORDED BY SIMONDS, 3/12/1991, 0.9' DEEP.
 NW 46.37' TO A NAIL FOUND IN THE NE FACE OF A TELEPHONE RISER POST (2' ABOVE GROUND)
 NW 30.91' TO A NOTCH FOUND IN THE TOP WEST END OF A 30" CMP
 NNE 55.89' TO A NOTCH FOUND IN THE TOP NE END OF A 36"x58" ARCH CMP
 NE 51.91' TO A MAG NAIL WITH AN ALUMINUM WASHER STAMPED "BRIAN J. FORAL LS-588" SET IN THE SE FACE OF A POWER POLE (2' ABOVE GROUND)
 SSE 31.33' TO A MAG NAIL WITH AN ALUMINUM WASHER STAMPED "BRIAN J. FORAL LS-588" SET IN THE WEST FACE OF A POWER POLE (4' ABOVE GROUND)
 S 3' TO THE CENTERLINE OF AN ASPHALT ROAD EAST
 E 2' TO THE CENTERLINE OF A GRAVEL ROAD NORTH ON THE CENTERLINE OF A GRAVEL ROAD WEST
- (B) NE CORNER NW1/4 SECTION 19-T11N-R3E
 FOUND A 3/4" IRON PIPE AS RECORDED BY SIMONDS, 3/12/1991, 0.5' BELOW ASPHALT PAVING.
 NNW 54.82' TO A MAG NAIL WITH AN ALUMINUM WASHER STAMPED "BRIAN J. FORAL LS-588" SET IN THE TOP WEST END OF A 24" CMP
 NNE 31.33' TO A MAG NAIL WITH AN ALUMINUM WASHER STAMPED "BRIAN J. FORAL LS-588" SET IN THE TOP EAST END OF A 24" CMP
 ENE 102.50' TO A NAIL "X" FOUND IN THE SW FACE OF A POWER POLE (1.5' ABOVE GROUND)
 SSE 33.04' TO A MAG NAIL FOUND IN THE NORTH FACE OF A FENCE POST (2.5' ABOVE GROUND)
 S 33.01' TO A 1" OPEN TOP PIPE ON THE CENTERLINE OF AN EAST-WEST ASPHALT ROAD ON THE CENTERLINE OF A GRAVEL ROAD NORTH



NOTE: ALL BEARINGS ARE SEWARD COUNTY LDP.



JEO Project No.: R250995
 Date: 5/8/2025
 QAQC:
 Field Book: SEWARD CO #18
 Field Crew: NF/GK
 Survey File No.: 2025-071
 Drawn By: BJB

US SURVEY FEET (SFT)

SHEET

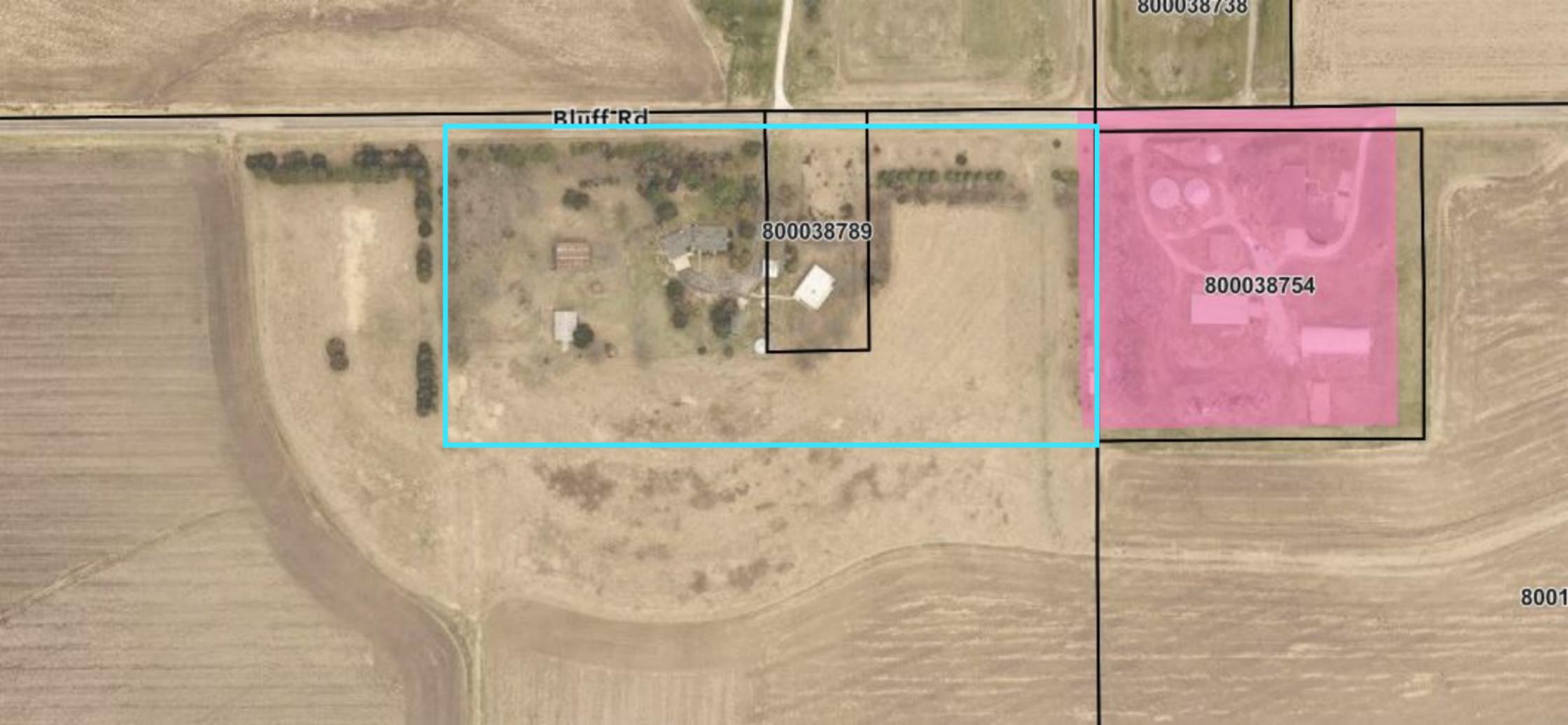
800038738

Bluff Rd

800038789

800038754

8001



5. Public Hearing - 7:00 PM - Consideration of an Application for a Special Use Permit to Allow for a Telecommunications Tower Located in the South-Half of the Northeast Quarter of Section 22, Township 11 North, Range 3 East of the 6th P.M., and Zoned 'AG - Agricultural District' - Building/Zoning & Code Enf. Director Dworak

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

Staff Report

Tim Dworak, Building/Zoning &
Code Enforcement Director

402-643-2928 opt 3 opt 1

APPLICATION TYPE

Special Use permit

FINAL ACTION?

DEVELOPER/OWNER

Vertical Bridge, by Buell Consulting, Inc.

PC HEARING DATE

June 9, 2025

RELATED APPLICATIONS

PROPERTY ADDRESS, ZONING DISTRICT/USE

1545 252nd Rd, AG, Agriculture

ADJACENT ZONING DISTRICTS/USE:

North, RR, Single Family Residential – Paul & Joann Hoff, Joel & Gina Germer

North, R-2, Single Family Residential – Adam & Beth Greenquist, Thomas & Jeanne Gee, Charles Krutz

East, RR, Single Family Residential – Ryon & Marla Baumbach

East, AG Agriculture – Jones Farms

South, RR, Single Family Residential – Greg & Diane Hofer

South, AG Agriculture – Kenneth & Nancy Lieb

West, R-3, Residential – Douglas & Abbie Oberhauser, Jon Backencamp, Thomas & Kristi Rathje, Bill & Jennifer Evans

BRIEF SUMMARY OF REQUEST

To allow the installation of a Cell Tower for T-Mobile in an Agriculture District.



APPLICATION CONTACT

Woody Krog, 504-259-9663

9973 Valley View Road, Eden Prairie, MN 55344

COMPATIBILITY WITH THE COMPREHENSIVE PLAN

Use type matches the comprehensive plan.

PLANNING COMMISSION SUMMARY

A communication tower requires a special use permit per the use matrix in the ULDO Use Matrix Attachment 1.

The Planning Commission found concerns with the fall zone of the tower and the proximity to the property line should the tower fail. The site was only 85ft from the nearest property line but had a height of 245ft and should the engineering be incorrect and not meet the 75ft engineered fall zone it could land on the neighbor's property. Secondly, there were questions about coexisting on current towers in the area or the water towers. Commissioners felt there was not enough work to show why coexisting was not possible and why a need for a new stand-alone tower was the only option. Thirdly, RF wave health concerns were commented on a number of times but Chairman Wallman noted that the FCC regulates this area of concern.

Recommendation to approve the Conditional Use Permit failed, 0 for - 6 against.

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

APPROXIMATE LAND AREA:

0.23 acres or 10,000 square feet +/-

LEGAL DESCRIPTION:

THAT PART OF THE SOUTH-HALF OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6th P.M., SEWARD COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTH-HALF OF THE NORTHEAST QUARTER; THENCE S88°53'47"W, ALONG THE NORTH LINE OF SAID SOUTH-HALF OF THE NORTHEAST QUARTER, A DISTANCE OF 858.27 FEET; THENCE S01 °06'13"E, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE N88°53'47"E, A DISTANCE OF 100.00 FEET; THENCE S01 °06'13"E, A DISTANCE OF 100.00 FEET; THENCE S88°53'47"W, A DISTANCE OF 100.00 FEET; THENCE N01 °06'13"W, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 10,000 SQUARE FEET OR 0 .23 ACRES, MORE OR LESS. (PID 800039351)

Prepared by

Tim Dworak

City of Seward Building - Zoning - Code Enforcement Director

CONDITIONS OF APPROVAL – SPECIAL USE PERMIT # _____

As provided by the City of Seward Unified Land Development Ordinance, Article 44 Administrative Procedures and Penalties, section 410-44.3 Conditional Use Permits, this approval permits the _____

SITE SPECIFIC CONDITIONS:

- 1.
- 2.

STANDARD CONDITIONS:

- 1.

§ 410-31.8. Telecommunications towers. [Amended 4-3-2018 by Ord. No. 2018-10]

In any district where radio, television, microwave, cellular, or other communications towers are allowed as a permitted or conditional permit use, such towers are subject to the following additional requirements:

A. Tower siting.

- (1) It is the policy of the City of Seward to encourage co-location of new communications towers with existing towers or as part of suitable existing structures. All applications for approval of a communications tower location shall include evidence that all potential alternatives for location on existing towers have been explored and exhausted. Applicants may not be denied space on an existing tower within the City of Seward and its jurisdiction unless mechanical, structural, regulatory factors, or legitimate business expansion plans prohibit co-location.
- (2) The applicant for a communications tower location is required to demonstrate as part of its application that the tower must be located on the proposed site in order to satisfy its function in the company's system. The applicant must also demonstrate that the proposed height is the minimum height necessary for the successful functioning of the tower.

B. Tower setbacks, design, and height.

- (1) Freestanding towers shall be located so that the distance from the base of the tower to any adjoining property line or the supporting structure of a separate neighboring tower is a minimum of 100% of the tower height. The Planning Commission may recommend and the City Council approve a reduction to the setback with a conditional use permit if they determine that such reduction does not constitute a hazard to safety or property on adjacent properties or rights-of-way.
- (2) The tower installation shall be designed to be aesthetically and architecturally compatible with the built environment of the City of Seward. The City encourages efforts to hide towers or restrict their visibility from public rights-of-way or neighboring properties. Associated support buildings shall be designed with materials that are consistent with those in the surrounding neighborhood. Metal exteriors shall generally not be permitted for accessory support buildings.
- (3) All tower installations shall maintain landscaped peripheral yards with a minimum depth of 35 feet from surrounding property lines. One tree consistent with the provisions of Article 33 shall be planted for every 500 square feet of required peripheral yard area.
- (4) As part of the conditional use permit approval process, the City Council may permit the tower to exceed the height restrictions otherwise allowable in the district.
- (5) Towers shall have a color generally matching the surroundings or background that minimizes their visibility, unless a different color is required by the FCC or FAA.
- (6) Lights, signals and signs. No signals, lights or signs shall be permitted on towers unless required by the FCC or the FAA. Should lighting be required, at the time of construction

of the tower in cases where there are residential users located within a distance which is 300% of the height of the tower from the tower, then dual-mode lighting shall be requested from the FAA. Lighting on towers shall not exceed the minimum requirements of the FAA or other regulatory agencies.

- (7) Adequate security measures are required at the base of the tower to prevent vandalism or hazards resulting from casual access to the facility.

C. City site selection criteria in evaluating applications for communications towers.

- (1) Consistent with the policy of this chapter, the telecommunications company proposing to construct an antenna support structure, or mount an antenna on an existing structure, shall demonstrate, using technological evidence, that the antenna must go where it is proposed in order to satisfy its function in the company's grid system. Further, the company must demonstrate by technological evidence that the height requested is the minimum height necessary.
- (2) Applications for necessary permits will only be processed when the applicant demonstrates that it is either an FCC-licensed telecommunications provider or has in place necessary agreements with an FCC-licensed telecommunications provider for use or lease of the support structure.
- (3) Personal wireless service facilities should be located and designed to minimize any impacts on residential property values. Sites should be placed in locations where the existing topography, vegetation, buildings or other structures provide the greatest amount of screening.
- (4) Location and design of sites in all districts should consider the impact of the site on the surrounding neighborhood and the visual impact within the zone district. In residential districts and residential land use areas, the minimum lot size for towers shall be three acres.

D. Priorities for siting.

- (1) The following establishes the order of priorities for locating new communications facilities:
 - (a) Public property (excluding prairie, conservation or wildlife areas, or historic structures).
 - (b) Appropriate existing structures, such as buildings, towers, water towers, and smokestacks in other zoned districts.
 - (c) AG, I-1 or I-2 Districts that do not adjoin or adversely impact residential neighborhoods.
 - (d) Private nonresidential property in C-2 or C-3 Districts.
 - (e) Private, nonresidential properties in C-1 or UC Districts.
 - (f) Placement of antennas and towers on multifamily residential structures exceeding

30 feet in height in districts zoned R-3 and R-4.

- (g) Residential districts only if locations for which a need has been demonstrated are not available on existing structures or in nonresidential districts; and only on or in existing churches, parks, schools, utility facilities or other appropriate public facilities.
- (2) An applicant for a new antenna support structure to be located in a residential zoning district shall demonstrate that a diligent effort has been made to locate the proposed communications facilities on a government structure, a private institutional structure, or other appropriate existing structures within a nonresidential zoning district, and that due to valid considerations, including physical constraints, or technological feasibility, no appropriate location is available. The telecommunications company is required to demonstrate that it contacted the owners of structures in excess of 30 feet within a one-quarter-mile radius of the site proposed, asked for permission to install the antenna on those structures, and was denied for reasons other than economic ones. The information submitted by the applicant shall include a map of the area to be served by the tower, its relationship to other antenna sites in the applicant's network, and an evaluation of existing buildings taller than 30 feet, towers and water tanks within one-quarter mile of the proposed tower.



Application for Special Use Permit

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

Instructions:

1. Fill out the application form completely. Use additional sheets if needed.
2. Filing Fee is \$200. Notification Fee is \$100. Amount Due is \$300 payable to the City of Seward.
3. Contact the City of Seward Building & Zoning Director for questions.
- ~~4. Submit a list of property owners within 300 feet, prepared by a certified abstractor.~~

Permit No. _____

Date : 5/8/25

Applicants Name : VB BTS III, LLC (Vertical Bridge, by Buell Consulting, Inc., Woody Krog)

Applicants Address: 9973 Valley View Road, Eden Prairie, MN 55344

Phone Number: [REDACTED]

Email: [REDACTED]

Present use of Property: cropland and pasture

Requested use of Property : cell tower site

Present Zoning: AG

Legal Description: please see attached legal desc. of parent tract, lease area and easement

Provisions of the Zoning Regulations you are seeking for this permit:
410-31.8 (Telecommunications Towers) setback, height, landscaping
please see attached exhibit book for in-depth details

Number of Years for Permit (5 yrs, 10 yrs, etc): in perpetuity

Explain in detail what you propose to do: construct telecommunications & public utility facility with a tower, carrier equipment, util. backboard, fenced compound, access rd.

Adjoining Property Use: North: rural residential South: rural res. / tower site LO
West: residential and AG East: rural residential and AG

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

Applicant Signature: Woody Krog, for VB BTS III, LLC

Parent Tract

The South Half of the Northeast Quarter of Section 22, Township 11, Range 3 East of the 6th P.M., Seward

County, Nebraska.

Parcel ID: 800039351

Being a portion of the same property conveyed to Gregory P. Hofer and Diane J. Hofer, as Trustees of The Hofer

Family Trust, or any duly qualified successor Trustee thereof, pursuant to a written Trust Agreement dated

December 22, 2022 in Warranty Deed from Gregory P. Hofer and Diane J. Hofer, husband and wife dated

February 3, 2023 and recorded February 7, 2023 in Instrument No. 202300249.

Lease Area

THAT PART OF THE SOUTH-HALF OF THE NORTHEAST QUARTER OF SECTION 22,
TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6th P.M., SEWARD COUNTY, NEBRASKA,
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTH-HALF OF THE NORTHEAST
QUARTER;

THENCE S88°53'47"W, ALONG THE NORTH LINE OF SAID SOUTH-HALF OF THE
NORTHEAST QUARTER, A DISTANCE OF 858.27 FEET;

THENCE S01°06'13"E, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING;

THENCE N88°53'47"E, A DISTANCE OF 100.00 FEET;

THENCE S01°06'13"E, A DISTANCE OF 100.00 FEET;

THENCE S88°53'47"W, A DISTANCE OF 100.00 FEET;

THENCE N01°06'13"W, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 10,000 SQUARE FEET OR 0.23 ACRES, MORE OR LESS.

Access Easement

THAT PART OF THE SOUTH-HALF OF THE NORTHEAST QUARTER OF SECTION 22,
TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6th P.M., SEWARD COUNTY, NEBRASKA,
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTH-HALF OF THE NORTHEAST
QUARTER;

THENCE S88°53'47"W, ALONG THE NORTH LINE OF SAID SOUTH-HALF OF THE
NORTHEAST QUARTER, A DISTANCE OF 33.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF
252nd ROAD AND THE POINT OF BEGINNING;

THENCE S01°06'16"E, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 30.00
FEET;

THENCE S88°53'47"W, A DISTANCE OF 825.27 FEET;

THENCE N01°06'13"W, A DISTANCE OF 30.00 FEET TO THE NORTH LINE OF SAID SOUTH-
HALF OF THE NORTHEAST QUARTER;

THENCE N88°53'47"E, ALONG SAID NORTH LINE, A DISTANCE OF 825.27 FEET TO THE
POINT OF BEGINNING.

CONTAINING AN AREA OF 24,758 SQUARE FEET OR 0.56 ACRES, MORE OR LESS.



March 12, 2025

Jennifer Schaumburg
VB BTS III, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, Florida 33487

B+T Group
1717 S. Boulder, Suite 300
Tulsa, OK 74119
(918) 587-4630
btwo@btgrp.com

Subject:	Fall Certification Letter	
Arcosa Designation:	Arcosa Project Number:	B572
	Arcosa Site Name:	Junto (US-NE-5160)
Engineering Firm Designation:	B+T Group Project Number:	25-000983
Site Data:	Junto (US-NE-5160)	
	245' Self Support Tower	

To Whom it May Concern:

As Requested by Arcosa Telecom Structures on behalf of VB BTS III, LLC, B+T Group is pleased to submit this "Fall Certification Letter" for the 245' Self Support Tower to be constructed at the **Junto (US-NE-5160)** site.

This tower will be designed in accordance with the TIA 222-H standard for Seward County, NE. The tower will be designed to support antennas and transmission lines for three wireless carriers. The design criteria are more particularly described as follows:

Design Wind Speed: 111mph 3-sec gust (no ice), 40mph 3-sec gust (1.5" ice)
Structure Class: II
Exposure Category: C
Topographic Category: 1

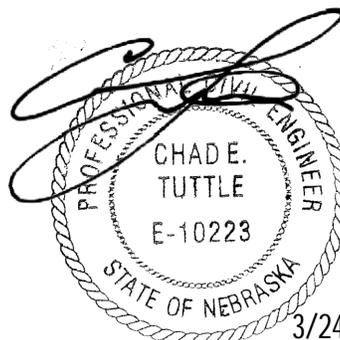
240'—Wireless Carrier 1 (CaAa= 40,000 sq in w/ (12) 1 5/8" transmission lines
230'—Wireless Carrier 2 (CaAa= 30,000 sq in w/ (12) 1 5/8" transmission lines
220'—Wireless Carrier 3 (CaAa= 30,000 sq in w/ (12) 1 5/8" transmission lines

It is our understanding that this Self Support Tower structure will be designed such that, if a failure were to occur due to a significant storm or other event, the tower would fall within a radius of 75' from the base of the structure with the top portion of the tower buckling over on the tower. Although the tower would not be designed to fail, stronger sections that required by analysis would be provided in the lower sections of the tower, resulting in an increased safety factor in the lower sections. In the highly unlikely event that this tower were to experience operational failure due to catastrophic wind loading, the design would enable the tower to fail through compression buckling. Failure in this manner would result in the upper portion of the tower buckling and folding over the lower portion, resulting in a fall radius of 75' from the base of the tower. It should be understood that this opinion does not consider unpredictable extreme catastrophic events for which the structure is not designed. However, any damage to surrounding property caused by the tower failing during such an event would be relatively insignificant when compared to the damage caused to the surrounding property by the event itself.

Please contact us should you have any questions concerning the safety and design of the self support tower.

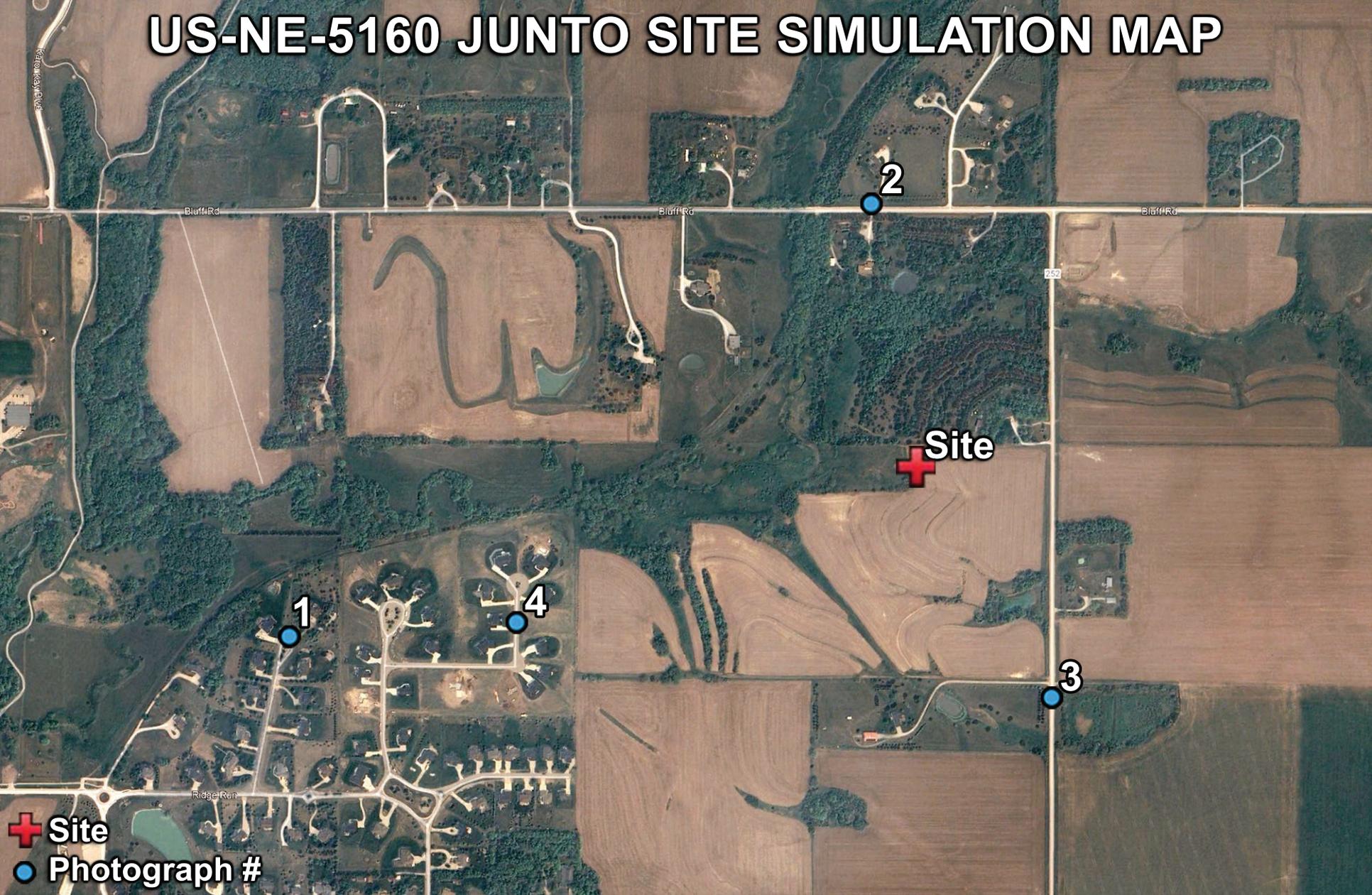
Letter prepared by: Clint Coody
Respectfully submitted by: B+T Group

Chad E. Tuttle, P.E.



3/24/2025

US-NE-5160 JUNTO SITE SIMULATION MAP



Katonkewy Drive

Bluff Rd

Bluff Rd

Bluff Rd

252

Ridge Run

Site

1

4

2

3

+ Site
● Photograph #



verticalbridge

**US-NE-5160
JUNTO**

1545 252ND ST, SEWARD, NE 68434

**245FT. SELF SUPPORT
TOWER SIMULATION**

View #1 from Wildwood
approximately 3,600ft. southwest of site



Existing View



verticalbridge

**US-NE-5160
JUNTO**

1545 252ND ST, SEWARD, NE 68434

**245FT. SELF SUPPORT
TOWER SIMULATION**

View #2 from Bluff Road
approximately 1,450ft. north of site





verticalbridge

**US-NE-5160
JUNTO**

1545 252ND ST, SEWARD, NE 68434

**245FT. SELF SUPPORT
TOWER SIMULATION**

View #3 from 252nd Street
approximately 1,550ft. southeast of site



Existing View



verticalbridge

**US-NE-5160
JUNTO**

1545 252ND ST, SEWARD, NE 68434

**245FT. SELF SUPPORT
TOWER SIMULATION**

View #4 from Wildwood
approximately 2,375ft. southwest of site



Existing View

NOT FOR
 CONSTRUCTION

DESIGN 1
 9973 VALLEY VIEW RD.
 EDEN PRAIRIE, MN 55344
 (952) 903-9299
 WWW.DESIGN1EP.COM

PROJECT
 US-NE-5160
 TMO #: TBD

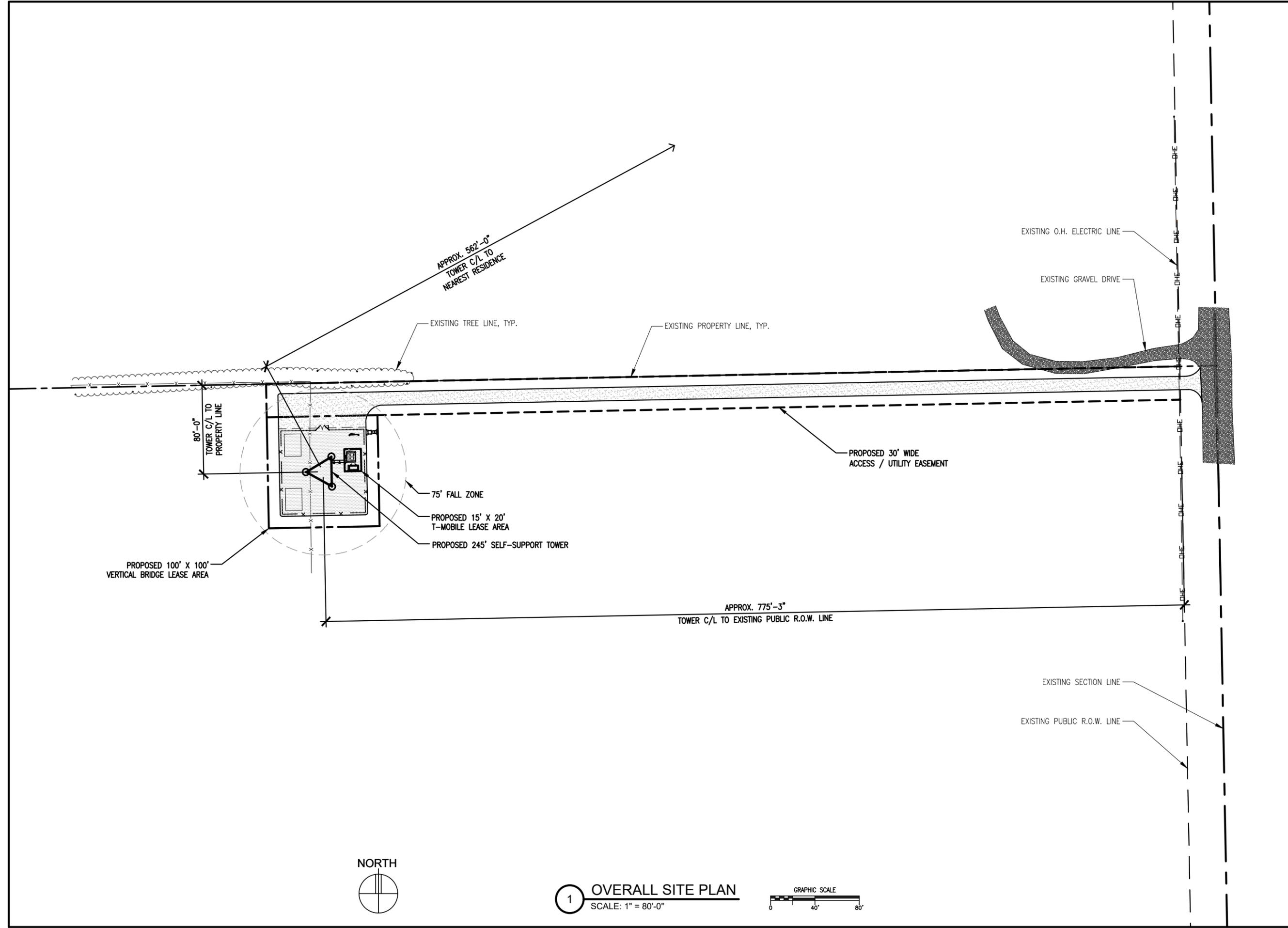
US-NE-5160
JUNTO

252ND ROAD
 SEWARD, NE 68434

SHEET CONTENTS:
 OVERALL SITE PLAN

DRAWN BY: SJD
 CHECKED BY: TAB
 REV. A 02-11-25
 REV. B 05-08-25

A-1



NOT FOR CONSTRUCTION

DESIGN 1
 9973 VALLEY VIEW RD.
 EDEN PRAIRIE, MN 55344
 (952) 903-9299
 WWW.DESIGN1EP.COM

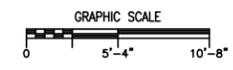
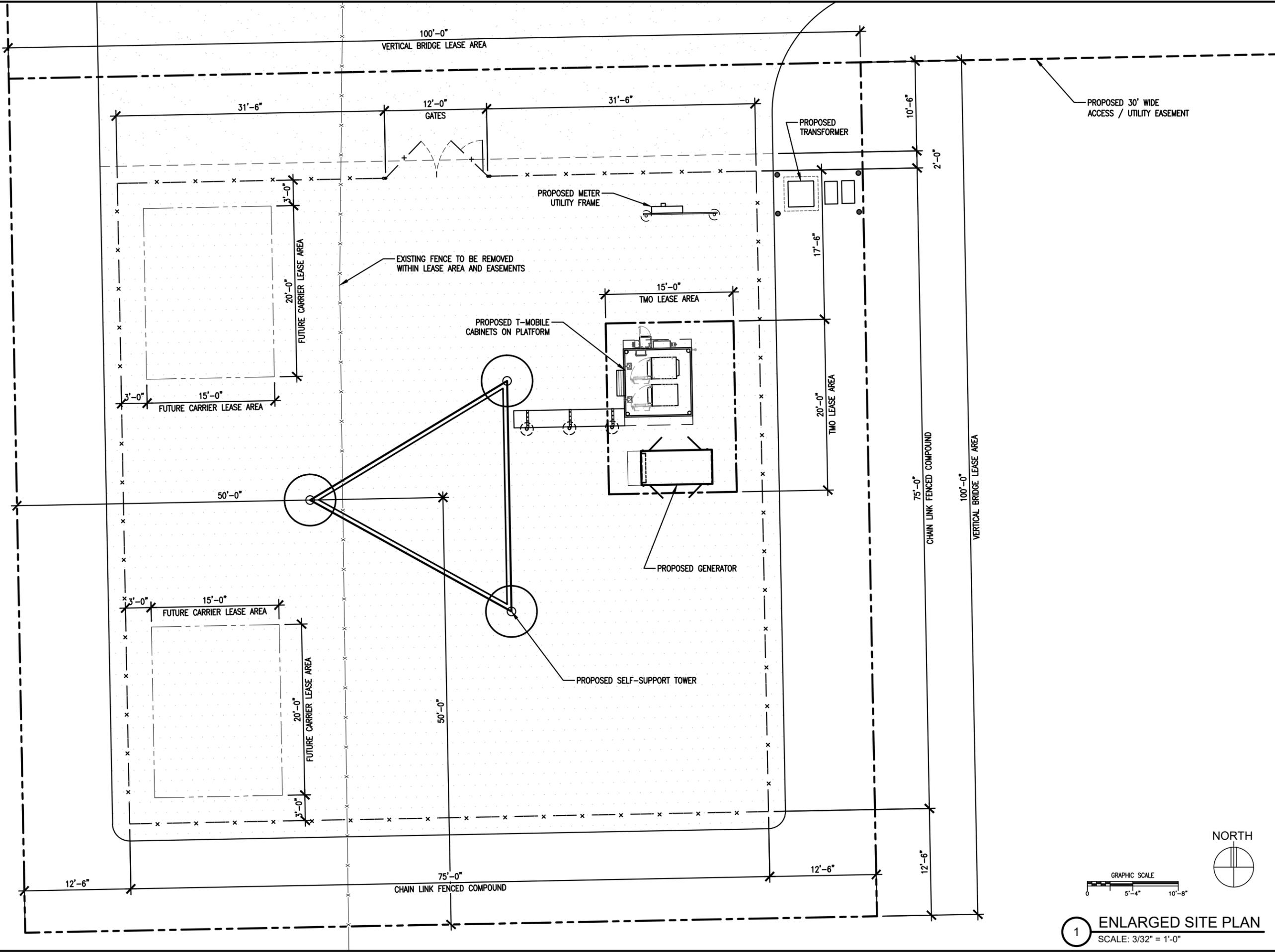
PROJECT
 US-NE-5160
 TMO #: TBD

**US-NE-5160
 JUNTO**

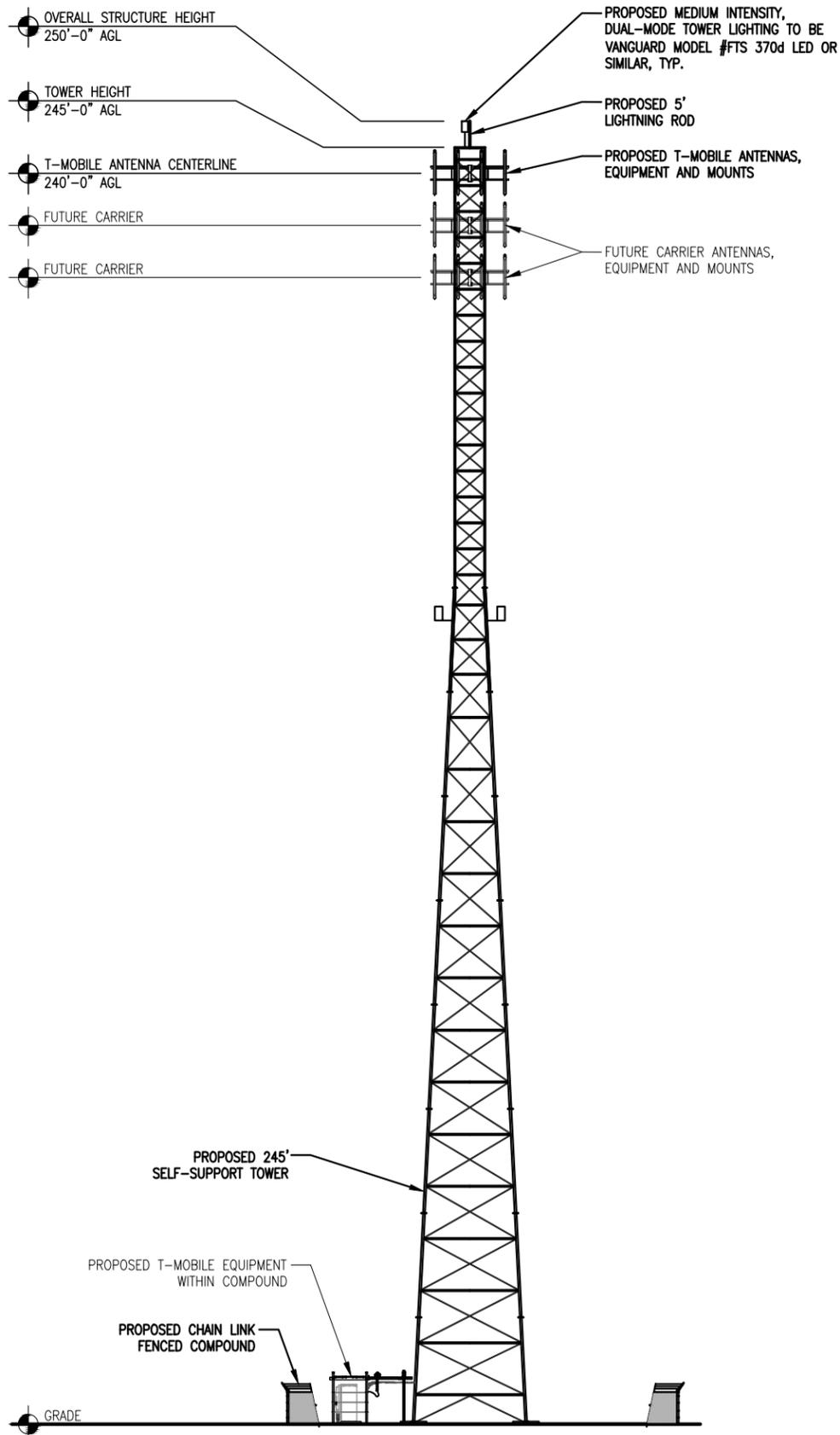
252ND ROAD
 SEWARD, NE 68434

SHEET CONTENTS:
 ENLARGED SITE PLAN

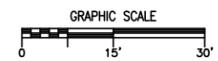
DRAWN BY:	SJD
CHECKED BY:	TAB
REV. A	02-11-25
REV. B	05-08-25



1 ENLARGED SITE PLAN
 SCALE: 3/32" = 1'-0"



1 TOWER ELEVATION
SCALE: 1" = 30'-0"



PREPARED FOR:



THE TOWERS, LLC
750 PARK OF COMMERCE DR.
SUITE 200
BOCA RATON, FL 33487

NOT FOR CONSTRUCTION



9973 VALLEY VIEW RD.
EDEN PRAIRIE, MN 55344
(952) 903-9299
WWW.DESIGN1EP.COM

PROJECT
US-NE-5160
TMO #: TBD

US-NE-5160
JUNTO

252ND ROAD
SEWARD, NE 68434

SHEET CONTENTS:
TOWER ELEVATION

DRAWN BY:	SJD
CHECKED BY:	TAB
REV. A	02-11-25
REV. B	05-08-25

A-3

6. Public Hearing - 7:00 PM - Revisions of the One & Six Year Street Improvement Plan - City Engineer Oneby & Street Superintendent Miers

City of Seward Planning Commission

142 N 7th St., Seward, NE 68434

Staff Report

Tim Dworak, Building/Zoning &
Code Enforcement Director

Tim Dworak 402-643-4000

APPLICATION TYPE

FINAL ACTION?

DEVELOPER/OWNER

2026 1 and 6 Year Public Roads
Plan review

City of Seward

PC HEARING DATE

RELATED APPLICATIONS

PROPERTY ADDRESS, ZONING DISTRICT/USE

June 9, 2025

BRIEF SUMMARY OF REQUEST

Review of the Annual One (1) and Six (6) Year Public Roads Plan for highway, road and street improvements for the City of Seward, NE, in fulfillment of the requirements of Title 428 of the Nebraska Administrative Code.

The notice of this Public Hearing was published in the Seward County Independent.

APPLICATION CONTACT

Michael Oneby – City Engineer

Bob Miers – Superintendent of Streets

Prepared by

Tim Dworak

City of Seward Building - Zoning – Code Enforcement Director

Priority	Project #	Project Type	Status	Completed Project Description (FY 2025)	Surfacing	Projected Engineering Cost	Actual Construction Cost	Estimated Const Year (FY)	Funding	Comment
N/A	M-539 (210)	Reconstruction Storm Sewer	Complete	Park Avenue from 6th to 8th Streets 36-inch SS	Concrete paving Pipe		\$1,654,000	2023/ 2024		Construction straddles two fiscal years
N/A	M-539 (219)	Reconstruction Storm Sewer	Complete	Bradford St, 6th to 10th 18-inch SS	Concrete paving Pipe		\$628,000	2023/ 2024		Construction straddles two fiscal years
N/A	M-539 (213)	Reconstruction Storm Sewer	Complete	Highway 15 (6th St) Ash St to City Limits	Concrete with Curb	\$0	\$9,900,000	2024/ 2025	Federal & State funding City contribution est. \$80,000	NDOT Project, City contribution for parallel parking stalls along Courthouse square
Priority	Project #	Project Type	Status	One Year Plan Description (FY 2026)	Surfacing	Projected Engineering Cost	Projected Construction Cost	Estimated Const Year (FY)	Funding	Comment
1	M-539 (222)	New Paving	Construction	Worthman Blvd from Pine St to west limit of Rail Campus Development	Concrete with Curb	\$148,000	\$1,800,000	2026	CDBG grant and EOP grant	Engineering in 2025 Bid Fall 2024, Construct 2025
2	M-539 (235)	Storm Sewer Reconstruction	Construction	Pine Street and Worthman Blvd Intersection	Storm Sewer Concrete pavement	Combined with above	Combined with above	2026		Combined with Priority 1, Project M-539 (222) Widen intersection radii to match truck traffic
3	M-539 (236)	Storm Sewer Detention	Construction	Rail Campus Detention Basin	Detention Basin	Combined with above	Combined with above	2026		Combined with Priority 1, Project M-539 (222) Detention for Lots 7, 13, 14, 15
4	M-539 (151)	Reconstruction Storm Sewer	Construction	East Hillcrest Drive from Eastridge Drive to Plum Creek bridge (includes Bike Trail spur)	Concrete with Curb	\$148,000	\$1,152,000	2025		Engineering in 2022-2023-2024-2025 Bid Fall 2025
5	M-539 (217)	Bridge Reconstruction	Construction	Plum Creek Bridge at East Hillcrest Drive/Bluff Road	Concrete	\$0	\$4,000,000	2026	100% Federal Funding	Managed by NDOT; bid letting Dec 2025 Preliminary Enengineering complete 2022
6	M-539 (228)	Storm Sewer Reconstruction	Construction	Bradford St, 5th to 6th Roberts Street, 5th to 6th	Storm Sewer Concrete patch	\$253,000	\$800,000	2025		Engineering 2023 2024, Bid Fall 2024 Completes Hwy 15 drainage
7	M-539 (184a)	Street Reconstruction	Engineering & Construction	East Hillcrest Drive from Columbia to Eastridge Drive	Concrete with Curb		\$1,500,000	2026		Engineering in 2025 Bid Spring 2026
8	M-539 (170b)	Bike Trail/ Shared Use Path	Construction	Bike Trail from Columbia to Karol Kay	Concrete		\$95,000	2026		Constructed by city staff; split off from federally funded Project M-539(170a)
Priority	Project #	Project Type	Status	Six Year Plan Description (FY 2027-2032)	Surfacing	Projected Engineering Cost	Projected Construction Cost	Estimated Const Year (FY)	Funding	Comment
1	M-539 (212)	Reconstruction/ New paving	Engineering	Lindell Avenue from Jackson Avenue to East Seward Street & Jackson Avenue from Lindell Avenue to 127' east of Lindell	Concrete with Curb	\$148,000	\$850,000	2027		Engineering in 2025 & 2026 Bid Fall 2026
2	M-539 (196a)	Reconstruction Storm Sewer	Engineering	Pinewood Avenue - Meadow Lane to Hwy 15	Concrete/Asphalt	\$148,000	\$1,821,000	2027		Engineering in FY2026 Different treatments in different sections
3	M-539 (193)	Storm Sewer Detention	Engineering	Pinewood and Hwy 15 Drainage	Detention Basin	\$120,000	\$400,000	2027		Combined with Priority 2, Project M-539 (195a) Probable site west of Hwy 15 in Golf Course
4	M-539 (238)	Storm Sewer Reconstruction	Engineering	River Street 14th Street to 13th Street	Storm Sewer Concrete pavement	\$160,000	\$500,000	2027		In conjunction with 48-unit apartment building at 1313 W Highway 34
5	M-539 (227)	Reconstruction Storm Sewer	Engineering	Seward Street - 4th to 5th St	Storm Sewer Brick reconstruction	\$300,000	\$650,000	2027	Downtown Revitalization	Redesign 5th & Seward Intersection crosswalks
6	M-539 (170a)	Bike Trail/ Shared Use Path	Engineering	Bike Trail from South Columbia to Independence Landing, 4th Street to Karol Kaye (ENH-30(83))	Concrete	\$400,000	\$4,000,000	2027	80/10/10 cost share with State & Federal	City contribution estimated \$400,000 Engineering 2026 (Revised path)
7	M-539 (226)	Bike Trail/ Shared Use Path	Planning	Plum Creek Trail re-route	Concrete	\$0	\$30,000	2027		Constructed by city staff
8	M-539 (184b)	Street Reconstruction	Planning	Hillcrest Drive from Columbia Avenue to 3rd Street	Concrete with Curb		\$2,500,000	2028		
9	M-539 (218a)	Overlay	Planning	Roberts Street, 3rd Street to 6th Street Bradford Street, 5th to 6th	Asphalt with Concrete Curb		\$600,000	2028		
10	M-539 (234)	New Paving	Planning	Columbia Avenue from City Limit to Depot Street	Concrete with Curb		\$800,000	2028		
11	M-539 (229)	New Paving	Planning	Bluff Road, Plum Creek Bridge to 252nd St	Concrete with Curb		\$2,925,000	2029		
12	M-539 (223a)	Overlay	Planning	Third Street - Ash Street to Main Street	Asphalt with Concrete Curb	\$148,000	\$700,000	2029		
13	M-539 (194)	Storm Sewer	Planning	42" storm sewer between 12th & 13th north of Main Street	Pipe		\$100,000	2029		Research existing pipe diameters; identify bottleneck
14	M-539 (204)	Stormwater	Planning	Open channel from Elementary School to Rainbow Avenue near Star Street	Concrete Channel		\$60,000	2029		Engineering in-house
15	M-539 (184c)	Street Reconstruction	Planning	Hillcrest Drive from 3rd Street to Highway 15 (6th Street)	Concrete with Curb		\$1,500,000	2030		
15	M-539 (205)	Storm Sewer Reconstruction	Planning	8th St. from Park Av to Hillcrest W. Hillcrest, 7th St to Ironwood	Brick/concrete Pipe, curb inlets		\$509,000	2030		Engineering in 2024 Different treatments in different sections
16	M-539 (223b)	Overlay	Planning	Third Street - Main Street to Bradford	Asphalt with Concrete Curb		\$700,000	2030		Pavement constructed by city staff Acquire ROW, Requires USACE approval
17	M-539 (201)	Signal	Planning	Traffic Signal on Hwy 15 at Worthman Blvd (Rail Campus)	N/A		\$400,000	2030		Required when traffic warrants
18	M-539 (230)	New Paving	Planning	252nd Street, Hwy 34 to Bluff Rd	Concrete with Curb		\$2,274,000	2031		Currently a county road Cost share with county

Priority	Project #	Project Type	Status	Six Year Plan (continued) Description (FY 2027-2032)	Surfacing	Projected Engineering Cost	Projected Construction Cost	Estimated Const Year (FY)	Funding	Comment
19	M-539 (198)	Overlay	Planning	Ash Street - Columbia Avenue to Highway 15	Asphalt with Concrete Curb		\$400,000	2031		
20	M-539 (221)	Storm Sewer	Planning	Plum Creek Park	Detention		\$300,000	2031		Probable site south of tennis courts Coordinate with NRD
21	M-539 (237)	Storm Sewer Reconstruction	Planning	Seventh Street from Ash Street to Main Street	Concrete with Curb		\$500,000	2031		Replace corrugated metal storm pipe under east curb, partial pavement replacement
22	M-539 (215)	New Paving	Planning	Second Street - Oak St to Big Blue Bridge	Concrete with Curb		\$30,000	2031		Constructed by city staff
23	M-539 (199)	Reconstruction	Planning	East Seward Street - Lindell Avenue to Columbia Avenue	Brick/concrete		\$500,000	2031		In sequence after Jackson/Lindell (Project 212)
24	M-539 (196b)	Reconstruction Storm Sewer	Planning	Pinewood Avenue - Columbia to Meadow Lane	Concrete/Asphalt	\$148,000	\$1,800,000	2027		Different treatments in different sections
25	M-539 (218b)	Overlay	Planning	Roberts Street, Columbia Avenue to 3rd Street	Asphalt with Concrete Curb		\$600,000	2032		
26	M-539 (131)	New Paving	Planning	Park Avenue from N. 11th St. to N. 12th Street	Concrete with Curb Box culvert		\$385,000	2032		Pavement constructed by city staff Acquire ROW, Requires USACE approval
27	M-539 (238)	Reconstruction	Planning	Fairgrounds Road	Concrete no curb		\$300,000	2032		Currently a county road Annexation
28	M-539 (231)	New Paving	Planning	Cemetery Reynolds Addition Detention	Detention		\$300,000	2032		
29	M-539 (165)	New Paving	Planning	Spruce Street from 1/2 block west of Progressive Road to Pine Street	Concrete with Curb		\$30,000	2032		Constructed by city staff
30	M-539 (202)	Reconstruction	Planning	Highway 15 Bridge across Worthman Creek widening and turn lanes	Asphalt		\$1,500,000	2032		Required when traffic warrants
31	M-539 (224)	Storm Sewer	Planning	Elm Street - 2nd to 3rd Streets	Pipe		\$200,000	2032		
32	M-539 (220)	Storm Sewer Detention	Planning	Cedar Street Detention Basin	Improvements		\$85,000	2032		
33	M-539 (200)	Storm Sewer	Planning	Drainage Basin (Northeast) Improvements			\$400,000	2032		
34	M-539 (232)	New Paving and Subgrade	Planning	Prairie Flower Rd, E. Seward to Bluff Rd	Concrete		\$5,062,000	2032		Improve detention upstream of Cedar St. Detention Basin, property acquisition
35	M-539 (216)	Reconstruction	Planning	Highway 15 Bridge across Big Blue River widening	Concrete		\$6,000,000	2032		4,000 ft.
36	M-539 (161)	New Paving	Planning	Pine Street from Birch Street thru Spruce Street	Concrete with Curb		\$85,000	2032		
37	M-539 (162)	New Paving	Planning	Pine Street from Spruce Street thru Walnut Street	Concrete with Curb		\$85,000	2032		
38	M-539 (163)	New Paving	Planning	Pine Street from Walnut Street to Cottonwood Street	Concrete with Curb		\$85,000	2032		
39	M-539 (186)	Reconstruction	Planning	Walnut Street from Progressive Road to Pine Street	Concrete		\$70,000	2032		
40	M-539 (195)	Storm Sewer	Planning	Drainage Basin (Southwest) Improvements			\$200,000	2032		
Long Range Plan										
Project #	Project Type	Status	Description (FY 2033+)	Surfacing	Projected Engineering Cost	Projected Construction Cost	Estimated Const Year (FY)	Funding	Comment	
M-539 (x)	New Paving and Subgrade	Planning	252nd St, Bluff Rd to Waverly Rd	Concrete		\$3,054,000	TBD		5,300 ft.	
M-539 (x)	Reconstruction	Planning	Walker Rd. from Pine St to CTH 294	Concrete		TBD	TBD		4,600 ft.	
M-539 (x)	Reconstruction	Planning	Lincoln Avenue from Columbia Av to Highway 15 (6th Street)	Concrete with Curb		TBD	TBD		Include Bike Trail spur	
M-539 (x)	Reconstruction	Planning	Lincoln Avenue from Highway 15 (6th Street) to 10th St	Concrete with Curb		TBD	TBD		Include Bike Trail spur	
M-539 (x)	Storm Sewer	Planning	Langworthy from Columbia to Meadow Lane	Pipe		TBD	TBD			
M-539 (x)	New Paving	Planning	Birch Street from 285th St to CTH 294	Concrete		TBD	TBD		3,500 ft.	
M-539 (x)	Reconstruction	Planning	Moffitt St from Columbia Av to Highway 15 (6th Street)	Brick/concrete		TBD	TBD			
M-539 (x)	Reconstruction	Planning	Moffitt St from Highway 15 (6th Street) to 10th St	Brick/concrete		TBD	TBD			

ADMINISTRATIVE ITEMS

1. Consideration of an Amendment to the Agreement with SEH, Inc. for Design and Bidding Engineering Services in the Amount of \$1,117,295.92 for the Wastewater Treatment Facility Improvements Project - City Engineer Oneby & Project Manager Colin Marcusen (SEH)

Supplemental Letter Agreement

In accordance with the Agreement for Professional Services between City of Seward ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective October 18, 2021, this Supplemental Letter Agreement dated June 17, 2025 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **Wastewater Treatment Facility Design - Amendment 3 - Industrial Redesign.**

Client's Authorized Representative: Greg Butcher

Address: 537 Main Street, PO Box 38, Seward, Nebraska 68434

Telephone: 402.643.2928

email: greg.butcher@cityofsewardne.gov

Project Manager: Colin Marcusen

Address: 2351 Connecticut Avenue, Suite 300, Sartell, Minnesota 56377

Telephone: 320.229.4359

email: cmarcusen@sehinc.com

Scope: The Services to be provided by Consultant:

The scope of the design project has changed significantly due to the addition of industrial flows and loads. The City has opted to redesign the wastewater treatment facility to accommodate the industrial component and reserve capacity for future domestic, commercial, and industrial growth. Since the project has been designed to 95% and submitted to and approved by NDEE, there are now significant changes in scope to revise the design and bid the project. SEH proposes the following scope changes:

1. In order to secure the low interest State Revolving Fund loan, we will move forward with bidding the project as designed and approved by NDEE. The items described in Amendment 2 related to the bidding scope, continue to be included in the scope of SEH services moving forward and include:
 - a. Preparation of 100% bidding documents
 - b. Attend one (1) City Council meeting to request Authorization to Advertise for Bidding. SEH staff in attendance will include the project manger, in person.
 - c. Prepare advertisement for bidding and assisting the City in advertising.
 - d. Respond to contractor's questions during advertisement.
 - e. Prepare one (1) addendum to clarify or expand upon the bidding documents.
 - f. Attend one (1) Pre-bid meeting at the WWTF site. SEH staff in attendance will include the project manager and project design lead, in person.
 - g. Virtual bidding and electronic submittal of bids will be used for this project through Quest CDN. The bids will be collected electronically and reviewed by SEH. A tabulation of bids will be prepared and delivered to the City.
 - h. Prepare recommendation for award of contract.
2. Previous and ongoing process design work to meet with the industry and City staff, discuss pretreatment, and flows and loading to the Publicly Owned Treatment Works (POTW). SEH has also reviewed treatment options to plan for future design changes. This scope assumes up to three virtual meetings with industry staff at one hour each and up to 16 hours of research and calculations by the project design lead.
3. Design items related to the industry's site design:
 - a. Review the industry's pretreatment system final drawings and specifications and report any concerns to the City in a memorandum. SEH will also assist the City in review of temporary and final pretreatment agreements and have included 40 hours in this scope for the project design lead to do so.
 - b. Included in this scope are two site visits to ADI-BVF reactor treatment facilities. SEH staff in attendance will include the project manager and project design lead. One of the site visits is assumed to be within 100 miles of the SEH, St. Paul, MN office. The other site visit is assumed to be within 100 miles of the SEH, Omaha, NE office.

- c. Design of a metering and sampling manhole and structure. The manhole will contain a Parshall flume for metering of the sanitary sewer flow from the industry to the POTW. An ultrasonic or radar level transducer will be used to read the level in the flume. Controls logic and communication will report the flow values to the City's SCADA system. A sampler tube will be installed to the flow line in the flume and ran to an automatic refrigerated sampler in a pre-fabricated structure. The structure will either be pre-cast concrete or fiberglass and will have ventilation and temperature control and lighting. The structure will be designed with two rooms – one for electrical and controls and the sampler, and the other for chemical storage and feed. The chemical storage is assumed to be required for pH or H₂S control.
 - d. Interim treatment – It is assumed that the industry will be online prior to construction of the City's WWTF expansion. SEH will assist the City with implementation of a temporary pretreatment solution for the industry's waste. The temporary treatment system would be placed on the industry's site and would be utilized from the time the industry comes online to substantial completion of the City's WWTF expansion. This scope does not include preparation of plans and specifications for this temporary pretreatment system but rather working with the City to identify two potential rental treatment solutions. The scope also includes two meetings with NDEE to discuss the temporary treatment solutions. SEH staff in attendance, virtually, will include the project manager and project design lead.
4. Preliminary Design Tasks for the City's WWTF Expansion:
- a. Discuss design conditions with City staff and make determination as to whether design is based on maximum month or industrial upset loading. Create a revised design flow and loading table which identifies future capacities.
 - b. Conduct an internal quality control review of the Basis of Design to inform design decisions and perform a final check of previously designed improvements. This scope also includes up to 80 hours of Biowin modelling to review performance of the redesigned plant against average day loading and upset condition loading from the industry.
 - c. Secondary Treatment Alternative Analysis:
 - i. SEH will continue to work with Xylem on the redesign of the WWTF based on industrial flows and loadings. Task 3a, and 3b of the scope above will inform what changes are needed from the previously prepared design documents in order to address these additional industrial flows and loads, but the assumed changes in scope include:
 1. Revisions to Building 20 – Operations and Headworks: Digester and WAS blowers, sludge pumps, thickening equipment, and WAS storage will be moved to a new location, in newly designed structures on site. The arrangement and size of Building 20 will be revised, and likely reduced, accordingly.
 2. Structure 30 – SBR Basin: The fourth basin on the west side of the structure was previously designed as an aerobic digester. The basin will instead be designed as a fourth SBR basin. Blowers and associated piping for the fourth basin will be designed in Building 20.
 3. New Structures 50 and 60 – WAS Storage, Thickening, and Digesters: The solids loading from the industry requires additional WAS and Digester capacity. The digester space previously identified on Structure 30 will now be an SBR basin. SEH proposes to design two new structures with tankage for WAS Storage and a 4-basin Aerobic Digester. Associated blowers, pumps, thickening equipment and piping will be housed in a newly designed building next to the digester and WAS tanks and sized appropriately to meet the new design conditions.
 4. Structure 70 – Dewatering Building: Previously, installation of a second dewatering screw press was to be delayed until needed. The additional solids loading require the second screw press to be installed with this design and sized appropriately to meet the new design conditions.
 5. Structure 80 – Cake Sludge Storage: The size of this structure will be expanded to address additional solids loading. The location of the structure will be revised as well in order to accommodate new structures 50 and 60.
 6. Site piping and grading will be revised to accommodate new or relocated structures and increased flows.

- i. Bidding and Award: Construction drawings to be used for bidding will be prepared after receiving final comments from the Owner's staff. The following items are included in the bidding scope:
 - i. Prepare bidding documents: Depending on project schedule and lead times, multiple bid packages may be prepared to meet the desired project schedule. Three (3) hard copies and one electronic copy of each bidding package will be delivered to the City and CMAR contractor prior to bidding. This scope assumes the construction drawings can be used by the CMAR to prepare the additional bid packages.
 - ii. Respond to technical questions from the CMAR contractor received by the bidders. Provide clarifications or changes to the drawings or specifications to the CMAR to be included in addenda to the project documents.
 - iii. Attend up to three (3) in person open-book review of the bids received by the CMAR contractor. If only one bid package is prepared, the open book review meeting shall be in person. SEH will provide input on recommendation of award of subcontract bids. SEH staff in attendance will include project manager, project design lead, lead process engineer, and design team leads (virtually for all meetings).
- 6. Bidding services in the original agreement are modified as described in Task 4.i, above.
- 7. SEH will assist the City in procuring financing through Nebraska's State Revolving Fund Program.

Schedule:

SEH will begin these efforts upon receipt of written authorization. This authorization is assumed to be received at the City Council meeting on June 17, 2025. The following schedule is anticipated:

Completion of Secondary Treatment Alternative Analysis	July 2025
Submittal of Facility Plan Amendment to NDEE.....	August 2025
Preparation of CMAR RFP, advertisement, selection of CMAR	July – October 2025
Design kickoff meeting with CMAR	November 2025
Construction Documents complete and ready for bidding	April 2026
Award of Bid Packages	June 2026

Payment:

As of the time of preparation of this Amendment, the budget remaining on the existing Agreement is \$93,382.05. The scope included in this Amendment overlaps with that of the original agreement and therefore the remaining amount of budget is deducted from this Amendment amount. The fee for this Amendment is hourly estimated to be \$1,117,295.92, including expenses and equipment. This additional Amendment fee increases the not-to-exceed amount from \$1,881,184.00 to \$2,998,479.92.

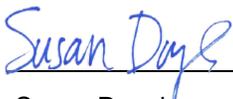
The revised estimated fee is subject to a not-to-exceed amount of \$2,998,479.92 including expenses and equipment.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1, as attached to the original contract.

Other Terms and Conditions: Other or additional terms contrary to the Master Agreement for Professional Services that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

Short Elliott Hendrickson Inc.

City of Seward

By: 
 Full Name: Susan Danzl
 Title: Principal

By: _____
 Full Name: _____
 Title: _____

2. Consideration of Design Options for the Recycling Center Retaining Wall Project as Developed by The Schemmer Associates - City Engineer Oneby



Office of the City Engineer
147 North 7th Street
Seward, NE 68434
(402) 643-2928 x203

Memo

To: Greg Butcher
From: Mike Oneby, P.E., City Engineer
cc: Derek Bargmann, Bob Miers
Date: June 13, 2025
Re: Recycling Center embankment

This City of Seward contracted with the Schemmer Associates on November 11, 2023 to develop preliminary designs with cost estimates for three alternatives to stabilize the embankment along the back side of the City's Recycling Center at 340 S. 7th Street and eliminate ongoing erosion that unchecked is encroaching upon and threatening electric and sewer utilities. Preliminary plans and cost estimates for the three alternatives were delivered on April 11, 2024. The estimated costs are listed in Table 1 below.

Table 1. Alternatives for Stabilizing Recycling Center Embankment

Alt	Description	Opinion of Probable Cost
1	Tall wall – gravity block wall up to 12' – 8" in height.	\$197,058.25
2	Short wall – gravity block wall up to 9' – 4" in height.	\$169,441.00
3	Grading only – creation of gentle, mow-able slope.	\$100,280.00

After considerable deliberation, Alternative 3, with modifications to the original conception, is considered to be the best solution. Preserving a drop-off site within City limits, roughly half of the site is converted into a gentle slope no greater than 4:1 (run to rise). The graded slope still allows a sufficient flat and open area for recycling containers plus adequate space for personal vehicles to pull up and drop off recyclable materials, and for trucks to swap containers. Furthermore, use of rolloffs reduces operation and maintenance costs in large part by reducing labor-intensive sorting and shipping methods that are unnecessary in the current market for recyclables. All permanent structures are eliminated, reducing periodic maintenance of buildings.

Below is a summary of the work included in Option 3:

1. Salvage of compactor (surplus sale).
2. Removal of building and shelter (surplus sale).
3. Abandon foundations in place (i.e., bury in fill).
4. Add fill to create mow-able slope (e.g., maximum 4:1).
5. Seed with low maintenance NDOT Type A mix (a blend of native grasses).
6. Create stalls for two roll-off containers (one carboard, second for all other listed items).

The advantages to the proposed modified Alternative 3 include:

- Retains recycling.
 - Provides a public service.
 - Complies with the terms of the deed from Izaak Walton League of Nebraska.
- Simplifies operation and maintenance.
 - Unmonitored drop-off site (i.e., no dedicated employee).
 - Eliminates unnecessary and unproductive on-site sorting.
 - Reduces time City staff dedicates to shipment of recyclables.
 - No building maintenance.
 - Minimal groundskeeping (e.g., annual mowing).
- Lowest capital cost of three options.
 - Primarily hauling in foreign soil (i.e., “borrow.”), restoring original slope.
 - Eliminates the expense of a retaining wall.

If approved, the City will direct the Schemmer Associates to submit an amendment to the current Agreement for the full design and preparation of bid documents (plans and specifications).

The desired schedule is to advertise for bids on or about September 10, with a bid date on or about October 2, and award of the construction contract on or about October 8. The objective is to have a substantial portion of work completed by December 15, 2025.

Attachments:

Seward Retaining Wall Alternatives – 30% Submittal (plans).

Seward Retaining Wall 30% Estimate (opinion of probable construction cost).

PLANS FOR CONSTRUCTION

RECYCLING CENTER

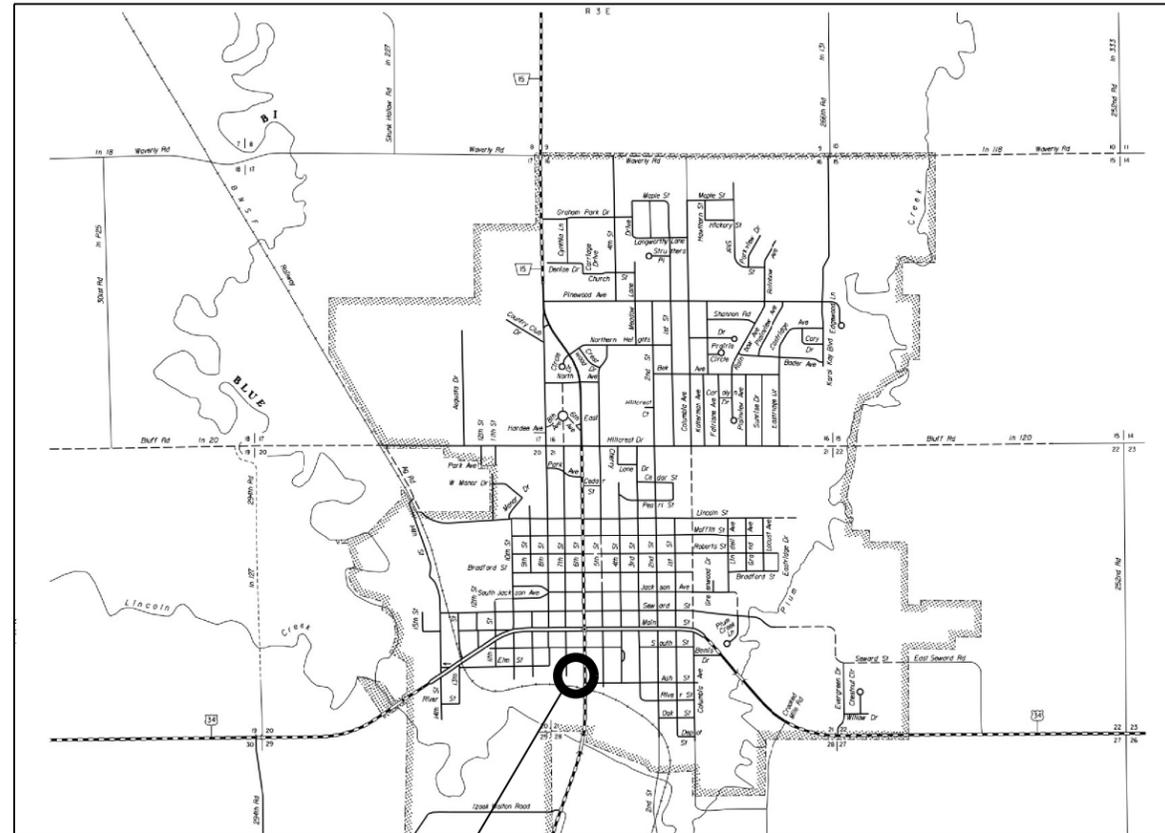
RETAINING WALL ANALYSIS

CITY OF SEWARD

THE 2017 ENGLISH EDITION OF THE NEBRASKA STANDARD SPECIFICATIONS AND THE SPECIAL PROVISIONS APPLY TO THIS PROJECT.

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
A1	TITLE SHEET
G1	GENERAL INFORMATION
L1	ALTERNATIVE 1 - TALL WALL PLAN AND PROFILE
L2	ALTERNATIVE 2 - SHORT WALL PLAN AND PROFILE
L3	ALTERNATIVE 3 - GRADING SHEET
X1 - X3	CROSS-SECTION SHEETS



PLANS PREPARED BY:
THE SCHEMMER ASSOCIATES, INC.
333 S. 21ST STREET, SUITE 102
LINCOLN, NE 68510

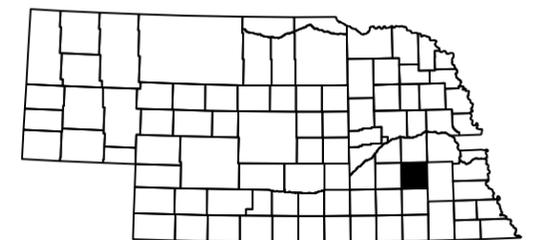
30 PERCENT PLANS
4-11-2024

CONVENTIONAL SIGNS

FENCE R.O.W. OR WIRE	
GUARDRAIL	
TRAVELED WAY	
DIKE	
CULVERT	
POWER POLE	
TELEPHONE POLE	
MAILBOX	
RAILROAD TRACKS	
MARSH	
TREE - CONIFEROUS	
TREE - DECIDUOUS	

R.O.W. LEGEND

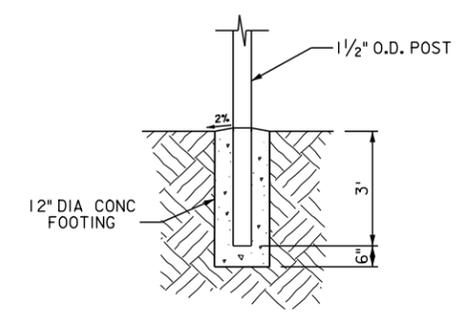
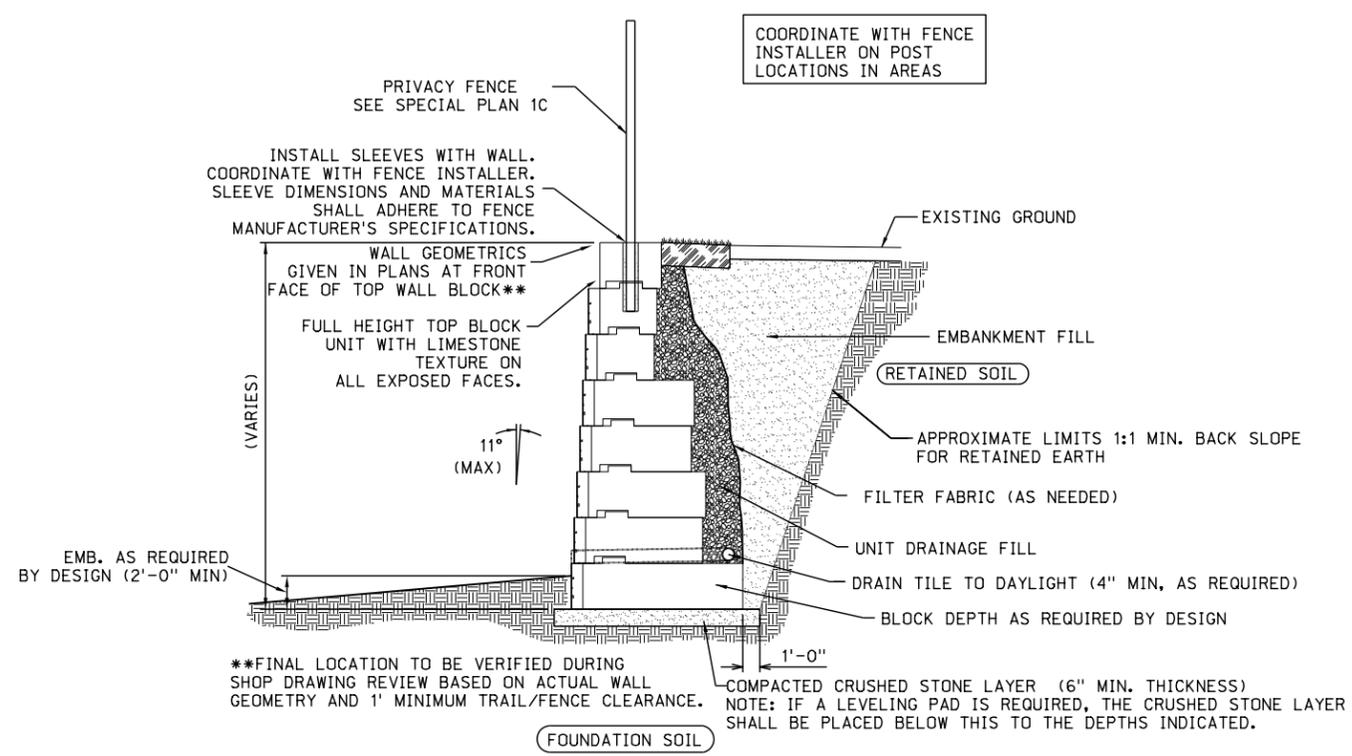
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PREVIOUS CONTROLLED ACCESS	
LIMITS OF CONSTRUCTION	
PREVIOUS R.O.W.	
NEW R.O.W.	
EXISTING PERMANENT EASEMENT	
TEMPORARY EASEMENT	
EXCESS TAKING	
PERMANENT EASEMENT	
EXISTING RAILROAD EASEMENT	
NEW RAILROAD PERMANENT EASEMENT	
NEW RAILROAD TEMPORARY EASEMENT	



APPROVED: _____ Seward City

DATE _____

GENERAL INFORMATION



GRAVITY BLOCK WALL SECTION WITH PRIVACY FENCE

N.T.S.

EARTHWORK				
WALL OPTION	EXCAVATION (CU. YDS.)	EMBANKMENT (CU. YDS.)	BALANCE FACTOR	EXCAVATION BORROW (CU. YDS.)
ALT 1 - TALL WALL	802	856	1.00	-56
ALT 2 - SHORT WALL	256	385	1.00	-129
ALT 3 - GRADING	-	384	1.00	+384

RETAINING WALL NOTES

- THE FOLLOWING SHALL BE CONSIDERED SUBSIDIARY TO THE PRICE BID FOR THE RETAINING WALL: EXCAVATION, BACKFILL MATERIAL, DRAINAGE MATERIAL (INCLUDING, BUT NOT LIMITED TO, DRAINAGE FILL AND DRAIN TILE), SOIL REINFORCING AND ASSOCIATED FILL FOR THE REINFORCING, LEVELING PAD OR FOUNDATION LAYER, CRUSHED STONE LAYER BELOW WALL AND INSTALLATION AND MATERIALS REQUIRED TO CONSTRUCT THE RETAINING WALL PER THE PLAN.
- BLOCK DEPICTION IS GENERIC, WITH ANY POTENTIALLY REQUIRED SOIL REINFORCING NOT SHOWN. CONTRACTOR SHALL DETERMINE NEED FOR SOIL REINFORCEMENT FOR THEIR PREFERRED BLOCK SYSTEM AND INCORPORATE THAT INTO THE PRICE BID FOR THE RETAINING WALL.
- IN ADDITION TO THE DESIGN CODES AND GUIDELINES PRESCRIBED IN THE SPECIAL PROVISIONS, AND IN ADDITION TO THE MANUFACTURER RECOMMENDATIONS, THE RETAINING WALL SHALL ALSO BE DESIGNED AND CONSTRUCTED TO ACCOMMODATE THE FOLLOWING:
 - LOADING APPLIED TO THE FENCE AS OUTLINED IN THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, 9TH ED., UNLESS OTHERWISE APPROVED BY THE ENGINEER.
 - HYDROSTATIC PRESSURE OF 40 INCHES, APPLIED FROM THE DESIGN HIGH WATER ELEVATION TO THE BASE OF THE WALL.
- ALTERNATE METHODS OF ANCHORING THE FENCE TO THE WALL OR GROUND ARE SUBJECT TO APPROVAL BY THE ENGINEER.
- SEE SPECIAL PROVISIONS FOR ADDITIONAL DESIGN AND CONSTRUCTION REQUIREMENTS.

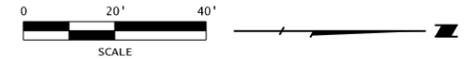
ROADWAY DESIGN DIVISION.

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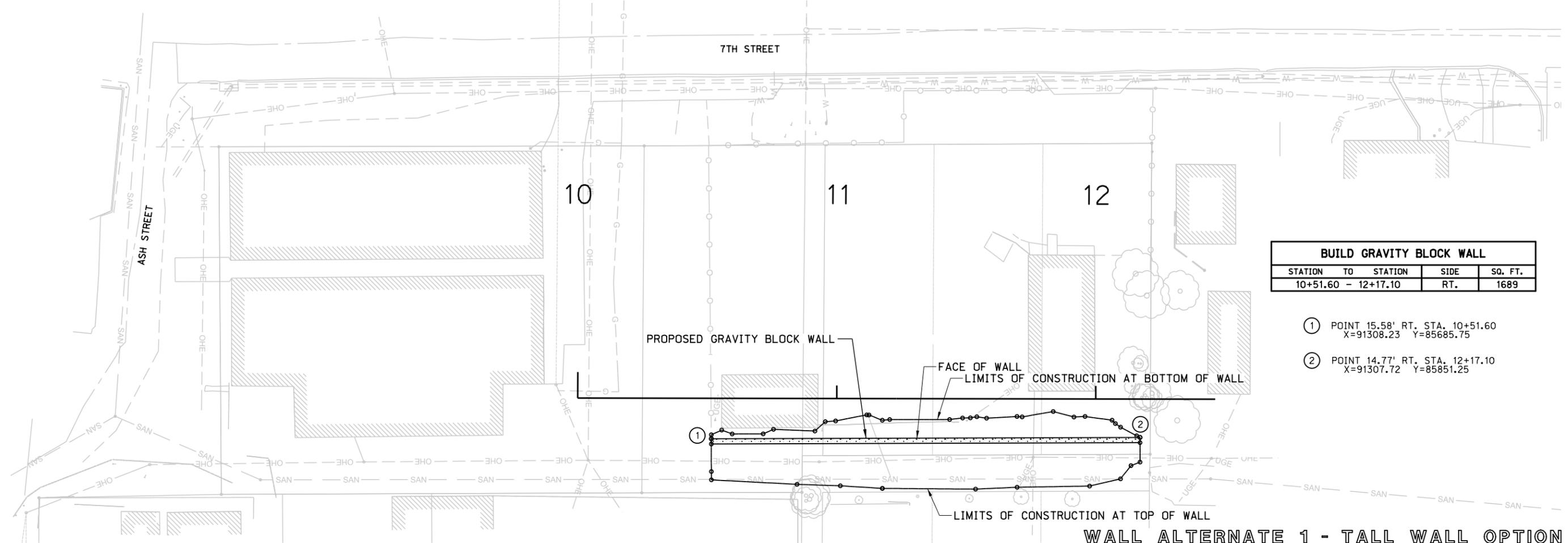
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ROADWAY DESIGN DIVISION.



PRELIMINARY PLAN
NOT FINAL - SUBJECT TO CHANGE

PROJECT NO. 09308001 SHEET NO. L1
C.N.



BUILD GRAVITY BLOCK WALL			
STATION	TO STATION	SIDE	SQ. FT.
10+51.60	- 12+17.10	RT.	1689

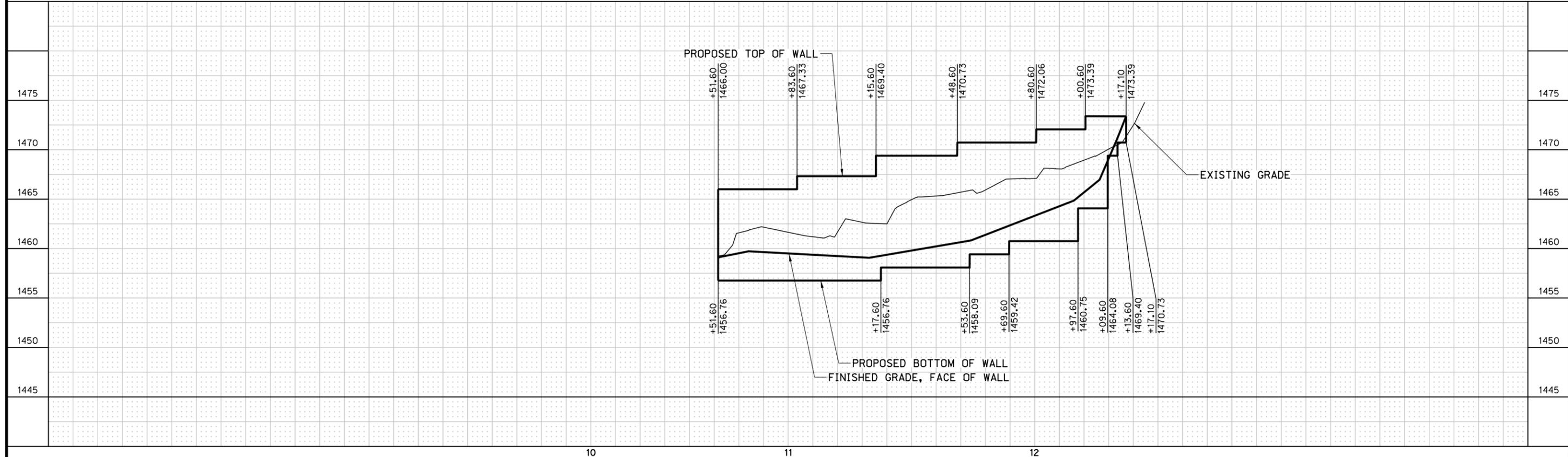
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WALL ALTERNATE 1 - TALL WALL OPTION

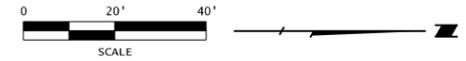
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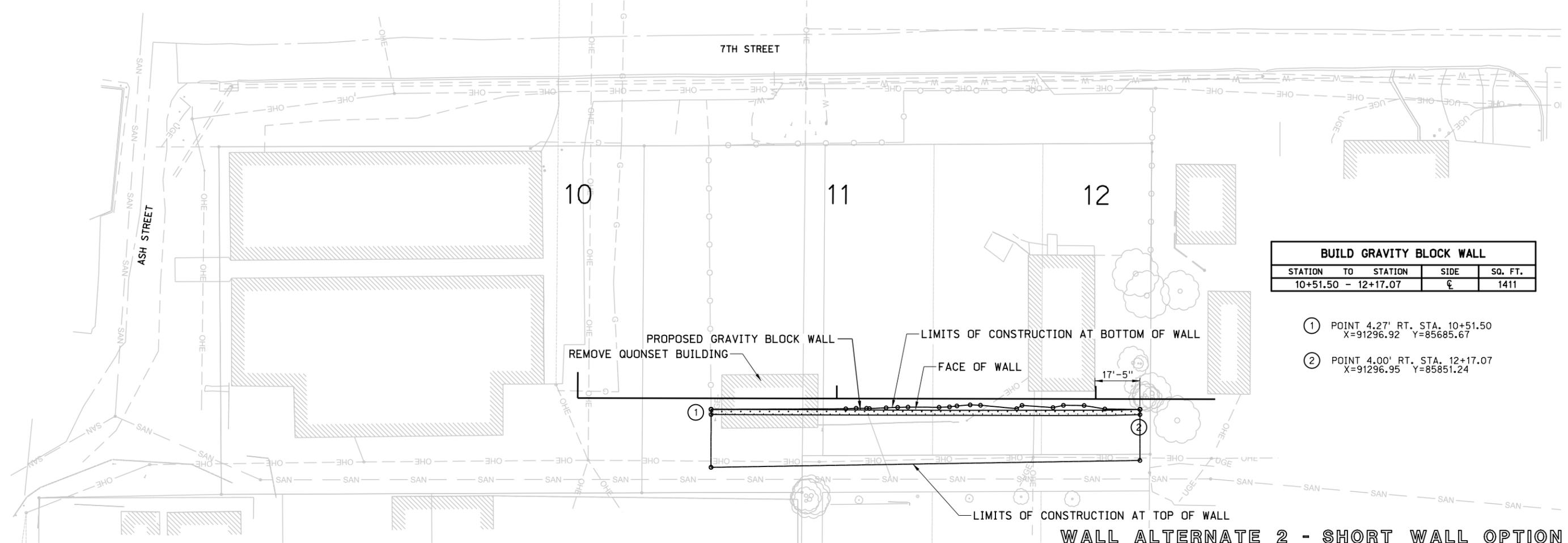


ROADWAY DESIGN DIVISION.



PRELIMINARY PLAN
NOT FINAL - SUBJECT TO CHANGE

PROJECT NO. 09308001 SHEET NO. L2
C.N.



BUILD GRAVITY BLOCK WALL			
STATION	TO STATION	SIDE	SO. FT.
10+51.50	- 12+17.07	€	1411

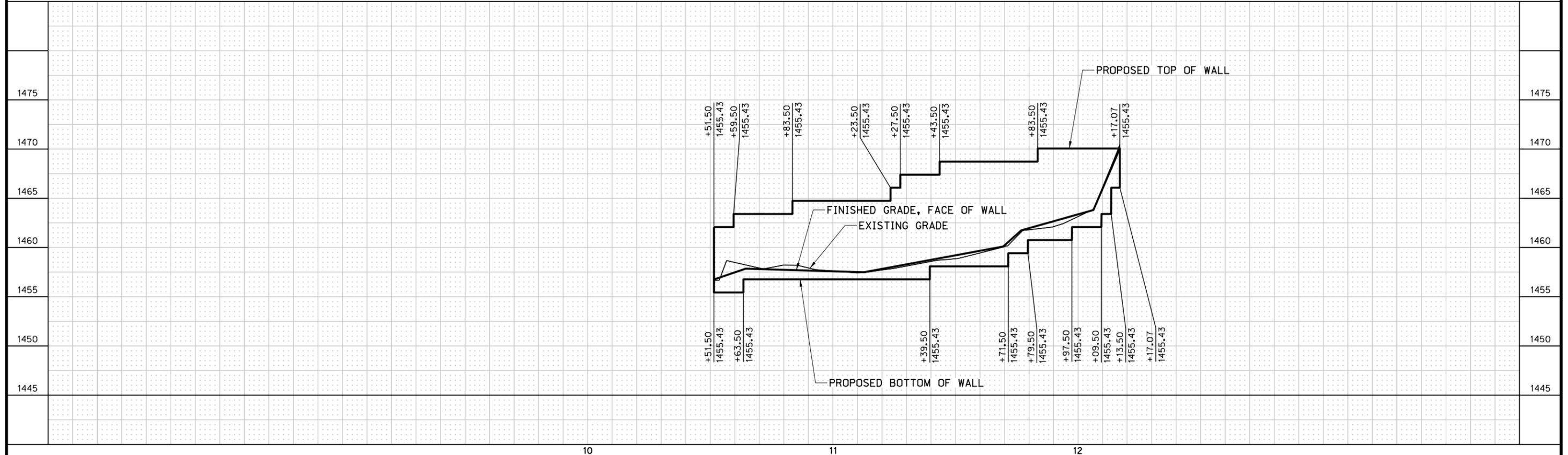
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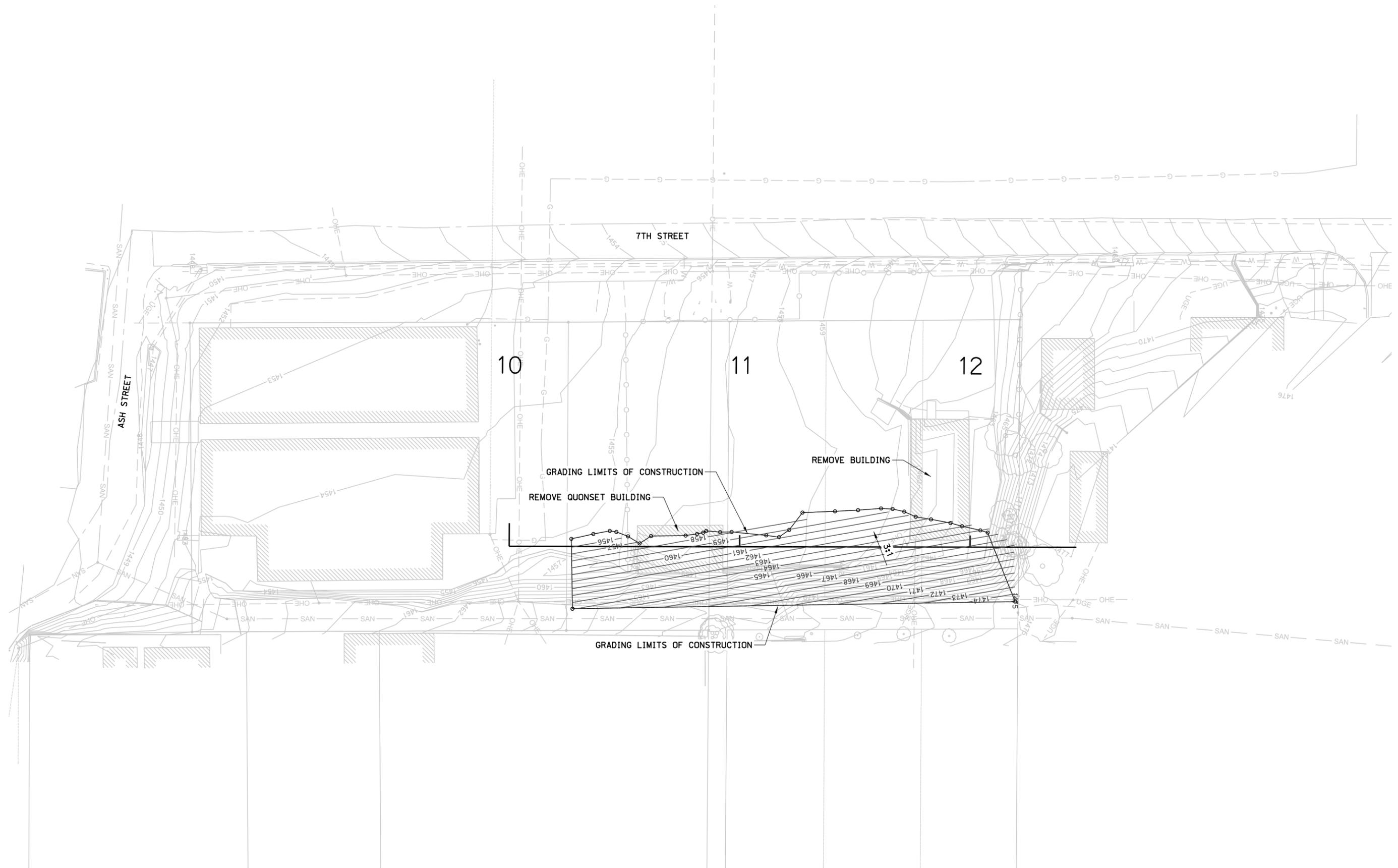
WALL ALTERNATE 2 - SHORT WALL OPTION

Computer: LINMEGANS

Date: 10-APR-2024 15:29

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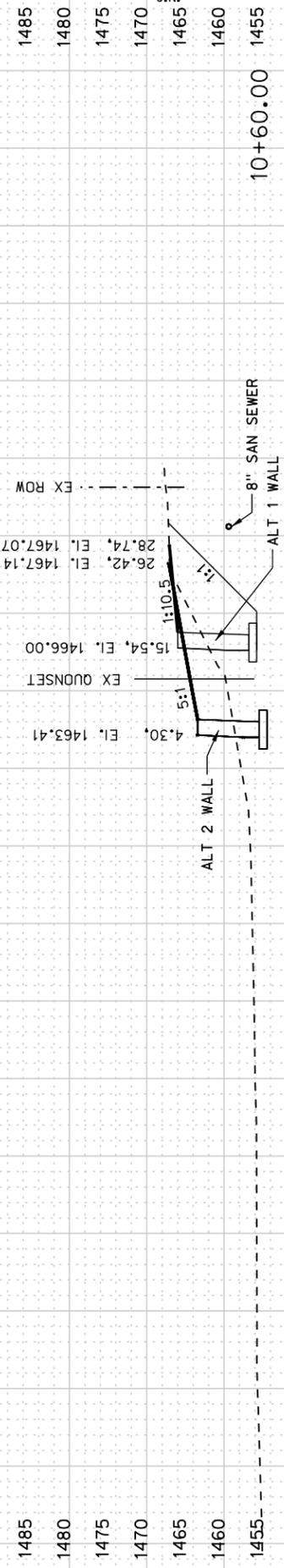
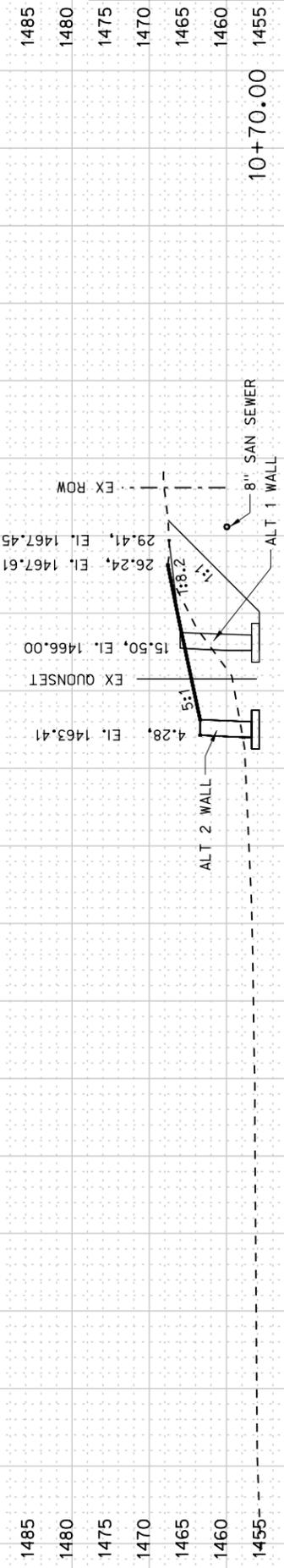
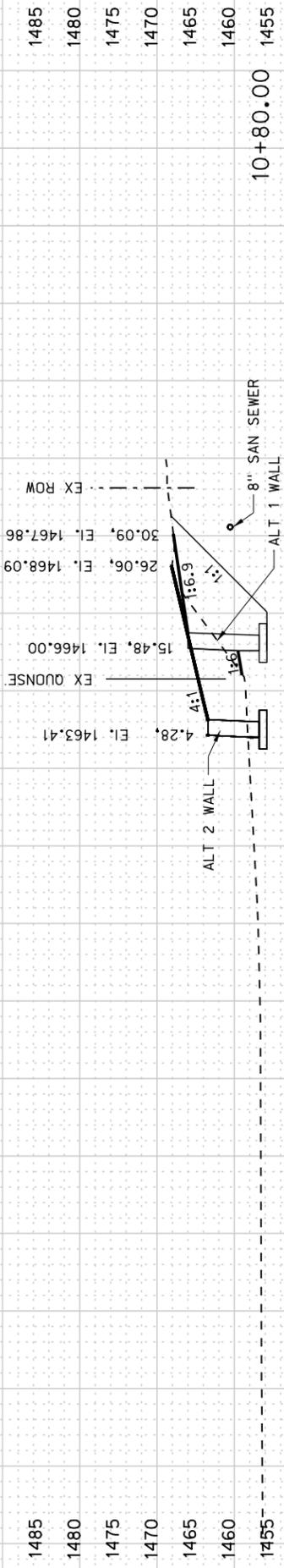
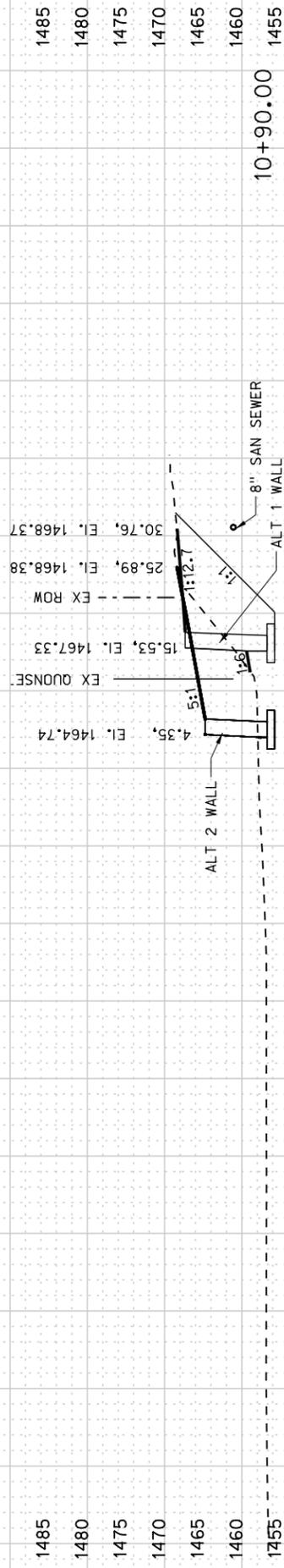
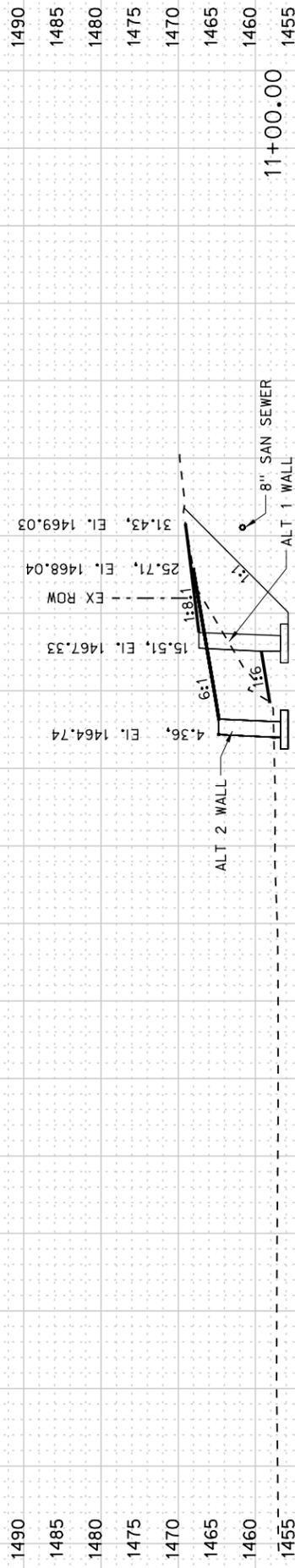
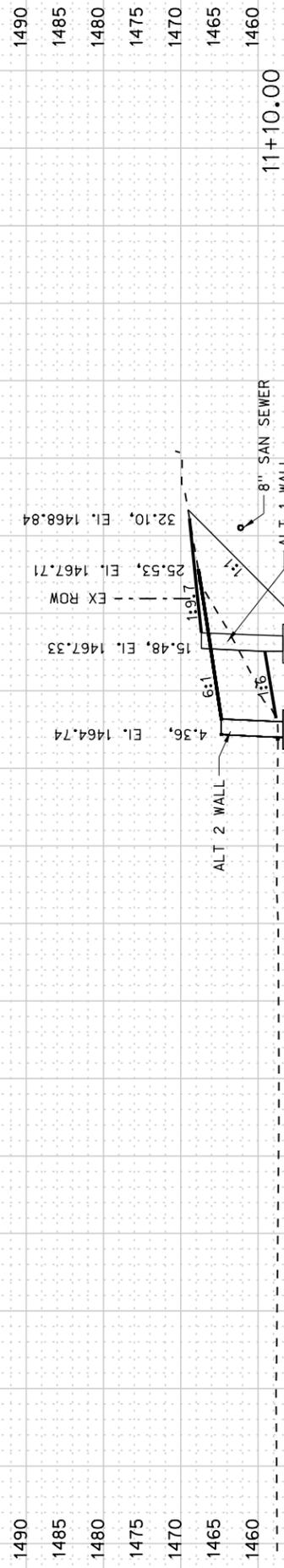
WALL ALTERNATIVE 3 - GRADING OPTION

PRELIMINARY PLAN
NOT FINAL - SUBJECT TO CHANGE

Horizontal Scale 1 : 20
Vertical Scale 1 : 20

PROJECT NO.
09308001

SHEET NO.
X1



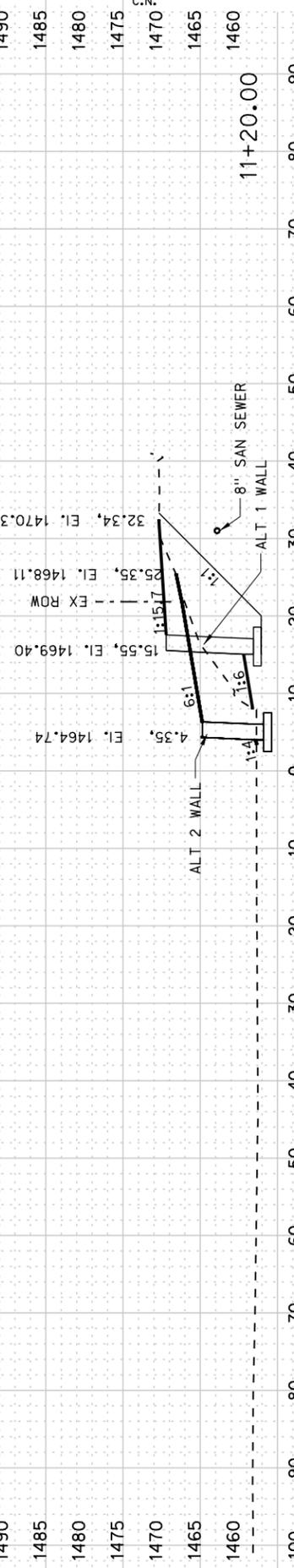
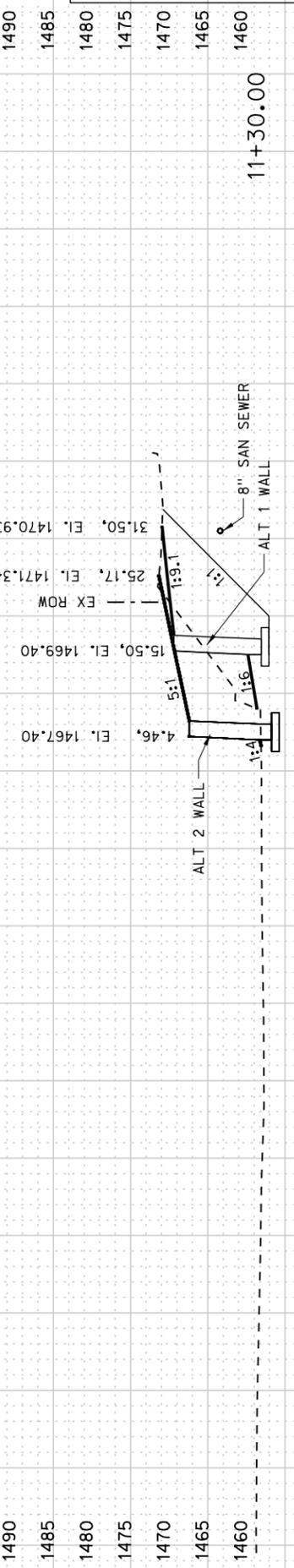
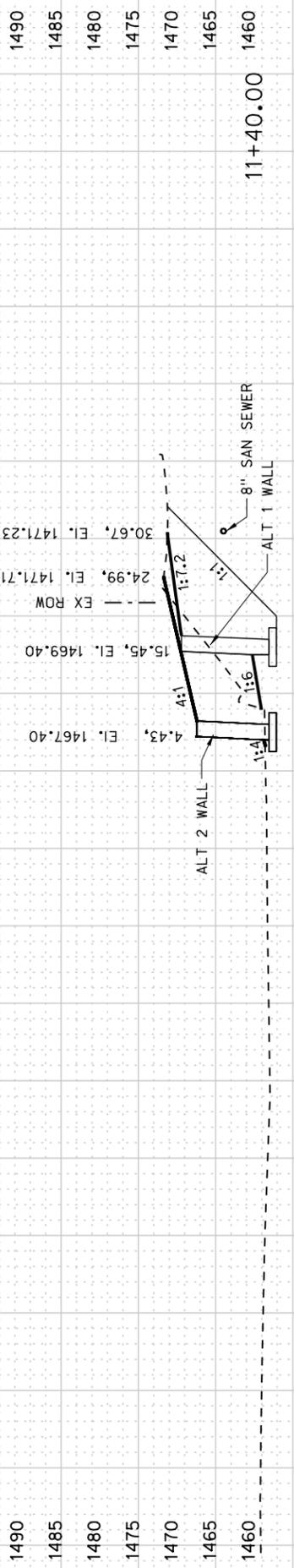
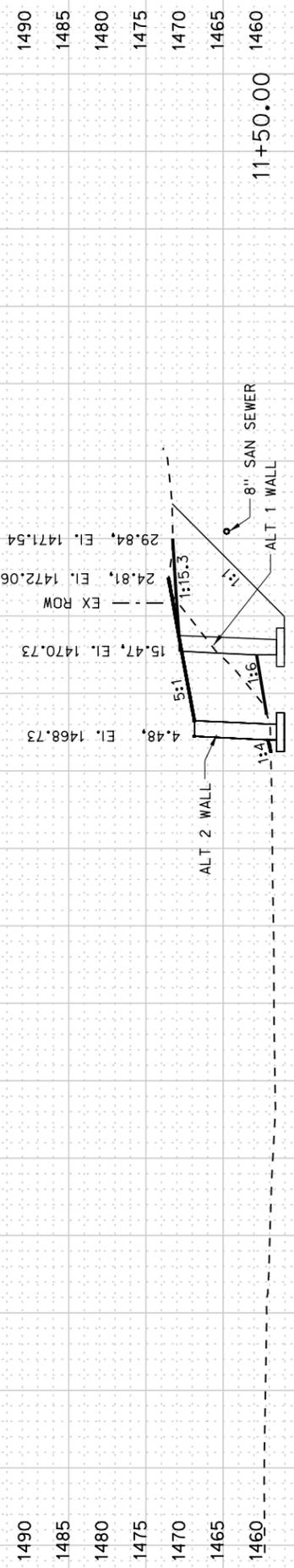
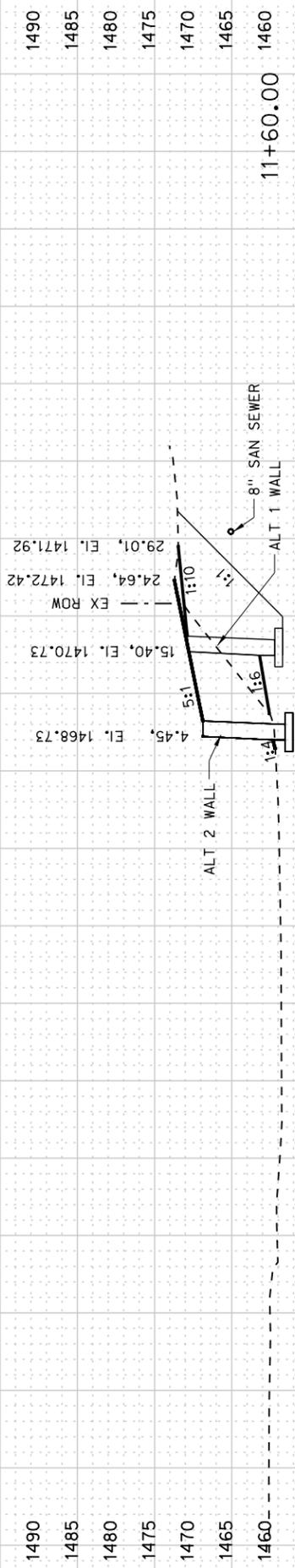
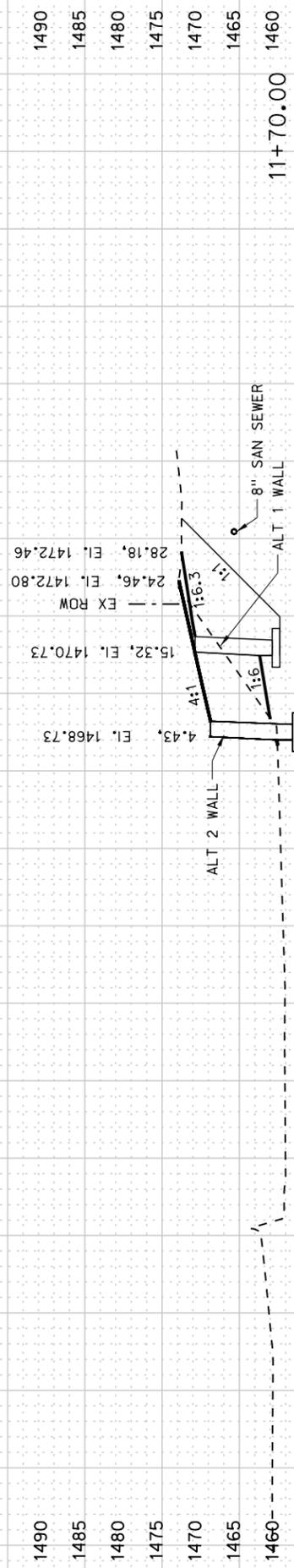
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PRELIMINARY PLAN
NOT FINAL - SUBJECT TO CHANGE

Horizontal Scale 1 : 20
Vertical Scale 1 : 20

PROJECT NO.
09308001

SHEET NO.
X2

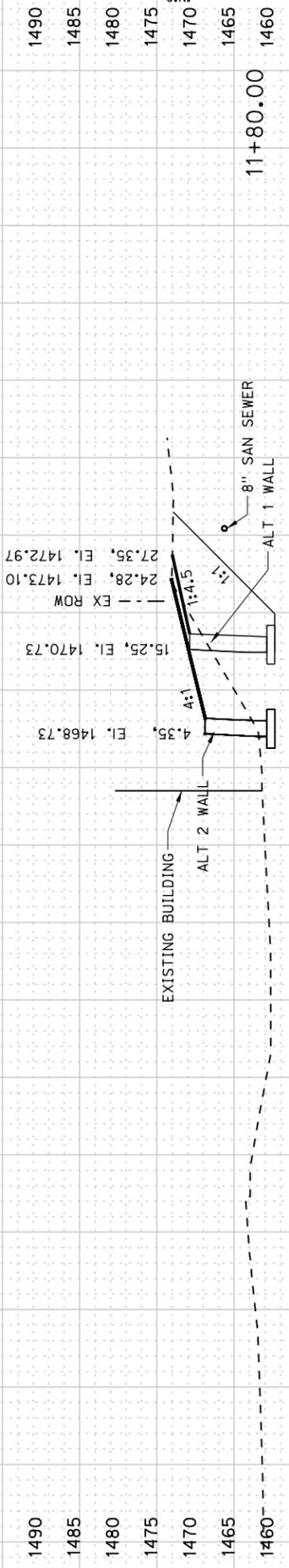
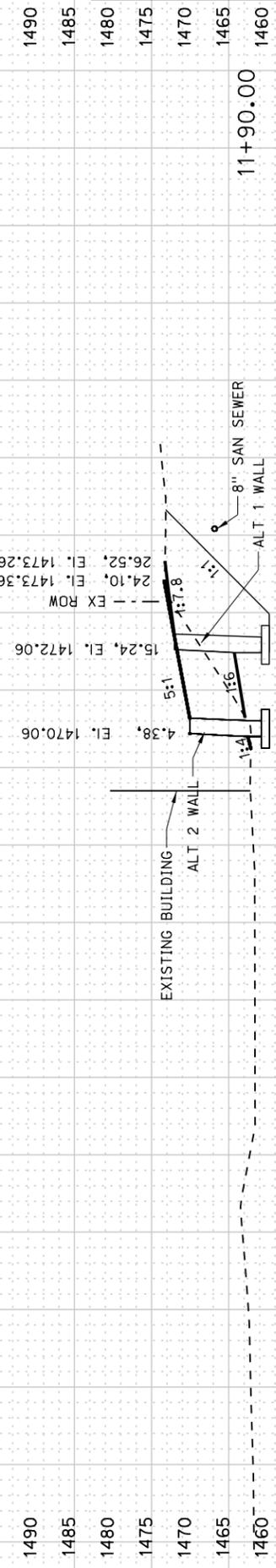
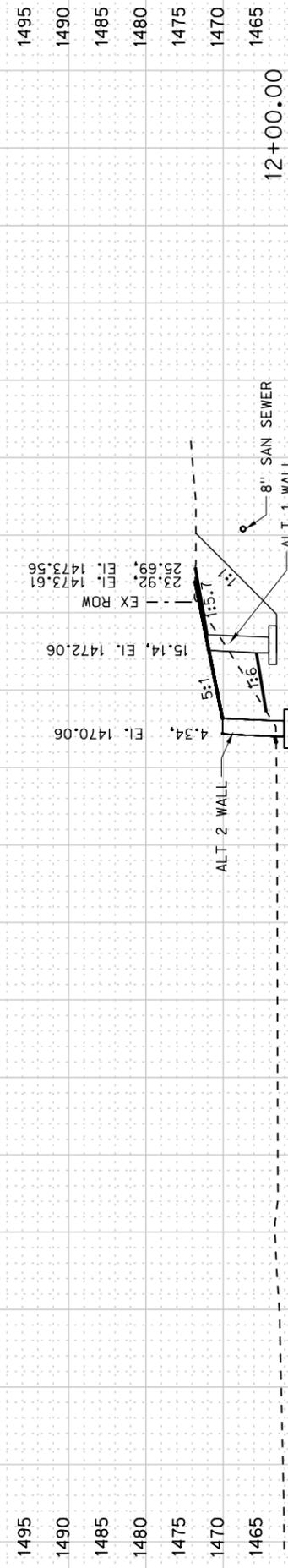
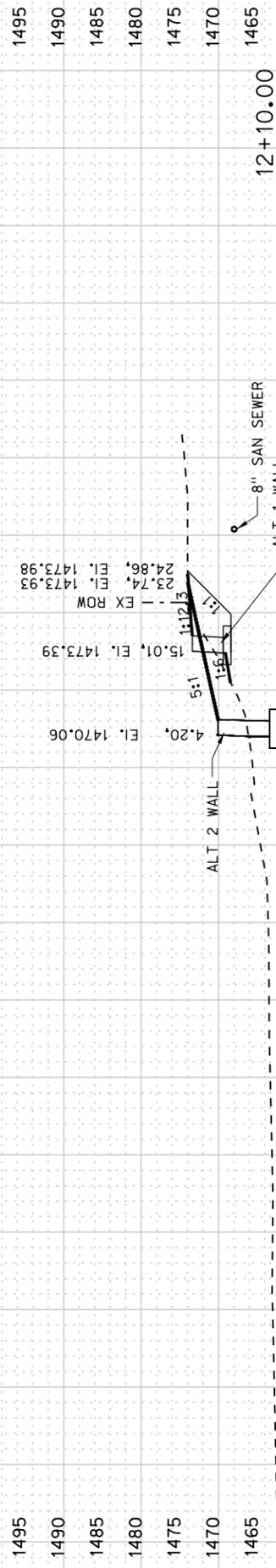


PRELIMINARY PLAN
NOT FINAL - SUBJECT TO CHANGE

Horizontal Scale 1 : 20
Vertical Scale 1 : 20

PROJECT NO.
09308001

SHEET NO.
X3





Design with Purpose. Build with Confidence.

Project: Retaining Wall Alternatives
Cost Estimate

Job No.: SCHEMMER 09308001

RETAINING WALL ALTERNATIVES - OPINION OF PROBABLE CONSTRUCTION COSTS

COMPUTED BY: Megan Stamer

DATE: 2/23/2024

CHECKED BY: Alex Roth

DATE: 3/13/2024

UPDATES: Alex Roth

DATE: 4/9/2024

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
ALTERNATIVE 1 - TALL WALL					
ALTERNATIVE 1 AFFECTS APPROXIMATELY 6% OF THE PROPERTY AREA BEHIND THE FACE OF WALL (1,443 S.F.)					
0030.00	MOBILIZATION (10%)	1	LS	\$14,000.00	\$14,000.00
1010.00	EXCAVATION	802	CY	\$20.00	\$16,040.00
1030.00	EARTHWORK MEASURED IN EMBANKMENT	856	CY	\$20.00	\$17,120.00
1114.10	REMOVE RETAINING WALL	1	LS	\$3,000.00	\$3,000.00
	BUILD GRAVITY BLOCK RETAINING WALL	1,689	SF	\$65.00	\$109,785.00
L019.13	EROSION CONTROL, CLASS 1D	282	SY	\$5.00	\$1,410.00
	PRIVACY FENCE	1	LS	\$10,000.00	\$10,000.00
	ALTERNATIVE 1 SUBTOTAL CONSTRUCTION				\$171,355.00
	CONSTRUCTION CONTINGENCIES (15% OF CONSTRUCTION)				\$25,703.25
	ALTERNATIVE 1 TOTAL CONSTRUCTION COST				\$197,058.25
ALTERNATIVE 2 - SHORT WALL					
ALTERNATIVE 2 AFFECTS APPROXIMATELY 12% OF THE PROPERTY AREA BEHIND THE FACE OF WALL (3,023 S.F.)					
0030.00	MOBILIZATION (10%)	1	LS	\$13,000.00	\$13,000.00
1010.00	EXCAVATION	256	CY	\$20.00	\$5,120.00
1030.00	EARTHWORK MEASURED IN EMBANKMENT	385	CY	\$20.00	\$7,700.00
	QUONSET BUILDING REMOVAL	1	LS	\$15,000.00	\$15,000.00
1114.10	REMOVE RETAINING WALL	1	LS	\$3,000.00	\$3,000.00
	BUILD GRAVITY BLOCK RETAINING WALL	1,411	SF	\$65.00	\$91,715.00
L019.13	EROSION CONTROL, CLASS 1D	361	SY	\$5.00	\$1,805.00
	PRIVACY FENCE	1	LS	\$10,000.00	\$10,000.00
	ALTERNATIVE 2 SUBTOTAL CONSTRUCTION				\$147,340.00
	CONSTRUCTION CONTINGENCIES (15% OF CONSTRUCTION)				\$22,101.00
	ALTERNATIVE 2 TOTAL CONSTRUCTION COST				\$169,441.00
ALTERNATIVE 3 - GRADING ONLY					
ALTERNATIVE 3 AFFECTS APPROXIMATELY 28% OF THE PROPERTY AREA WITH GRADING (6,843 S.F.)					
0030.00	MOBILIZATION (10%)	1	LS	\$8,000.00	\$8,000.00
1030.00	EARTHWORK MEASURED IN EMBANKMENT	384	CY	\$20.00	\$7,680.00
	RECYCLING BUILDING REMOVAL	1	LS	\$40,000.00	\$40,000.00
	QUONSET BUILDING REMOVAL	1	LS	\$15,000.00	\$15,000.00
1114.10	REMOVE RETAINING WALL	1	LS	\$3,000.00	\$3,000.00
L019.13	EROSION CONTROL, CLASS 1D	704	SY	\$5.00	\$3,520.00
	PRIVACY FENCE	1	LS	\$10,000.00	\$10,000.00
	ALTERNATIVE 3 SUBTOTAL CONSTRUCTION				\$87,200.00
	CONSTRUCTION CONTINGENCIES (15% OF CONSTRUCTION)				\$13,080.00
	ALTERNATIVE 3 TOTAL CONSTRUCTION COST				\$100,280.00

3. Consideration of a Request to Extend CDBG # 21DTR011 to June 30, 2025, and Authorize the Mayor to Sign All Documents - City Administrator Butcher



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

June 18th, 2025

Gina Doose
Nebraska Department of Economic Development
245 Fallbrook Blvd Suite 002
Lincoln, NE 68521

**RE: City of Seward - CDBG 21-DTR-011
Request for Contract Extension, Request for Decrease in Proposed Accomplishments**

Dear Ms. Doose:

At the City's regular city council meeting on June 17th, 2025 the council authorized me to request a contract extension to amend the original contract end date from April 25th, 2024 to June 30th, 2025. This six-month extension was requested to allow time for the participating business owners to complete their downtown revitalization projects, some of which experienced delays due to contractor availability, construction delays, and other additional unforeseen circumstances.

Additionally, the council authorized me to request a decrease in proposed beneficiaries — reducing the businesses assisted from the originally proposed twenty seven (27), to thirteen (13). Due to increased material and labor costs, contractor availability, and established program guidelines, several projects were either withdrawn from consideration or not awarded funds due to ineligibility. Reducing the number of beneficiaries to 13 allows the city to allocate any remaining funds to existing projects that have experienced higher costs than what was originally anticipated.

As the Mayor of the City of Seward, Nebraska, I certify the following:

1. The contract extension request was approved at the city council meeting on June 17th, 2025.
2. The decrease in proposed accomplishments was approved at the city council meeting on June 17th, 2025.
3. No additional matching funds are required for the proposed amendments.
4. The proposed amendments do not include new activities.

Please contact me or Kelly Gentrup (kgentrup@sendd.org) with the Southeast Nebraska Development District (SEND) at 402-475-2560 for additional information. Thank you for your consideration of this request.

Sincerely,

Joshua Eickmeier
Mayor, City of Seward

Enclosed: CDBG Contract Amendment Request Form; City Council Minutes; Implementation Schedule

CDBG CONTRACT AMENDMENT REQUEST FORM

This form must be completed and submitted to the Nebraska Department of Economic Development when making a contract amendment request. Complete the sections for each type of amendment requested. Along with this form, you are required to submit all attachments identified under the applicable amendment type.

CDBG Grant # _____ Grantee _____

DED Program Representative _____

By completing this form, I confirm that this project is current on all reporting requirements.	
Name, Organization _____	
Email _____	
Requesting Amendment # _____	Date of Last Project Status Report (PSR): _____

Extension of Contract End Date

Original Contract End Date _____
Current Contract End Date including any previously approved extensions _____
Proposed Contract End Date _____

Required Attachments

Attachment 1: Letter from the Chief Elected Official including:

1. Certification that the local governing body has approved the extension.
2. Identification and reasons for the proposed amendment, including:
 - a. Changes to the nature of the project requiring the amendment;
 - b. Steps implemented to avoid any future amendment requests for the same reasons.
3. Where additional local matching funds are required due to this extension, certification that such funds are available.

Attachment 2: Revised implementation schedule showing completion of major milestones for all activities.

Decrease in proposed accomplishments

Original Proposed Accomplishments _____ Amended Proposed Accomplishments _____

Required Attachments

Attachment 1: A letter from the Chief Elected Official including:

1. Certification that the local governing body has approved the decrease in proposed accomplishments;
2. Identification and reasons for the proposed amendment; including
 - a. Changes to the nature of the project requiring the amendment;
 - b. Steps implemented to avoid any future amendment requests for the same reasons.
3. If additional local matching funds are required due to this decrease, certification that such funds are available.

Attachment 2: Revised implementation schedule showing completion of major milestones for all activities.

Amendment to Housing Program Guidelines

Required Attachments

Attachment 1: Letter from the Chief Elected Official including:

1. Certification that the local governing body has approved the amendment to the housing program guidelines;
2. Identification and reasons for the proposed amendment;
3. If additional local matching funds are required due to this amendment, certification that such funds are available.

Attachment 2: If the housing program guidelines amendment will affect major milestones, a revised implementation schedule showing completion of major milestones for all activities.

Attachment 3: A complete copy of the proposed revised housing program guidelines.

Budget/Sources and Uses Amendment

Original Contract Budget Approved

Activity Name	Activity Number	CDBG Funds	Other Funds	Total Funds
Total				

Proposed Budget After Amendment

Activity Name	Activity Number	CDBG Funds	Other Funds	Total Funds
Total				

Required Attachments

Attachment 1: Letter from the Chief Elected Official including:

1. Certification that the local governing body has approved the budget amendment;
2. Identification and reasons for the proposed budget amendment; including
 - a. Changes to the nature of the project requiring the amendment;
 - b. Steps implemented to avoid any future amendment requests for the same reasons.
3. If additional local matching funds are required due to this amendment, certification that such funds are available.
4. If the amendment includes a new activity, certification that the activity meets the national objective.

Attachment 2: Minutes from the public hearing held on the proposed amendment (required if reallocating more than 10% of the total original grant amount).

Attachment 3: If the budget amendment will affect major milestones, a revised implementation schedule showing completion of major milestones for all activities.

Attachment 4: Certification of re-evaluation of the environmental assessment (this form is included in the CDBG Administration Manual Chapter 6 – Environmental Review).

FOR DED USE ONLY			
<i>Program Representative Recommendation:</i> <input type="checkbox"/> <i>approve</i> <input type="checkbox"/> <i>deny</i> <input type="checkbox"/> <i>consultation</i>	<i>Initials</i>	<i>Date</i>	
	Signature		
Date amendment request received	Printed Name/Title		
<input type="checkbox"/> <i>approved</i> <input type="checkbox"/> <i>denied</i>	Date		

Seward, NE 21-DTR-011 Downtown Revitalization Project Implementation Schedule

General Administration: \$25,000.00

Activity	Time of Performance
Obtain Contract with SENDD	Quarter 1
Environmental Review & ROF	Quarter 1
Grant/Project Administration	Quarter 1 – 12
Market Program	Quarter 3 - 10
Prepare Reports	Quarter 2, 4, 6, 8, 10, 12
Review Apps	Quarter 3 - 6
Construction Oversight	Quarter 6 - 12
Close & Marketing	Quarter 11-12

Construction Management: \$10,000.00

Activity	Time of Performance
Davis Bacon Compliance	Quarter 6 – 11
Pre-Construction Conferences	Quarter 6 – 11
Conduct Employee Interviews	Quarter 6 – 11
Review Weekly Payrolls	Quarter 6 – 11
Prepare Final Wage Report	Quarter 12

Commercial Rehabilitation: \$400,000.00

Activity	Time of Performance
SHPO & Tier II reviews (as needed)	Quarter 6 – 11
Plans & Specs (when needed)	n/a
Award Construction Contracts	Quarter 6 – 11
Construction	Quarter 6 – 11

Recap of Project Progress

Business	CDBG	Expended	Match	Remaining
Hobson Automotive - 705 Main Street	\$9,850.50	\$8,208.75	\$2,736.25	\$1,641.75*
TNT Craft - 635 Seward St	\$11,068.65	\$7,020.00	\$2,340.00	\$4,048.65*
14Tin, LLC - 117 S 6th St	\$50,000.00	\$50,000.00	\$18,505.60	\$0.00
Green Future Properties - 156 S 5th St	\$50,000.00	\$49,098.37	\$16,366.13	\$901.63*
IH Feary Building, LLC (Berry Law) - 139 S 6th St	\$6,514.20	\$5,432.13	\$1,810.71	\$1,082.07*
Cosmic Cow - 636 Seward St	\$16,290.00	\$0.00	\$0.00	\$16,290.00
Polar Lights, LLC - 115 S 6th St	\$16,721.67	\$0.00	\$0.00	\$16,721.67
Nammad, LLC - 129 N 5th St	\$14,796.00	\$0.00	\$0.00	\$14,796.00
Aspyr Professional Group - 612 Seward St	\$39,843.90	\$0.00	\$0.00	\$39,843.90
Rue 6 & Devour - 606 Seward St	\$50,000.00	\$0.00	\$0.00	\$47,812.33
Old Town Square, LLC - 127 6th St	\$47,830.50	\$0.00	\$0.00	\$47,830.50
Hochstein Holdings, LLC - 522 Seward St	\$47,812.33	\$50,000.00	\$20,000.00	\$0.00
Kach Investments - 640 & 644 Seward St	\$22,653.75	\$22,653.75	\$7,551.25	\$0.00
J & Co Salon - 625 Seward St	\$16,618.50	\$0.00	\$0.00	\$16,618.50
Total	\$400,000.00	\$192,413.00	\$69,309.94	\$207,587.00

Projects Completed & Reimbursed: 7

* = project came in under budget. Remaining funds reallocated to other projects.

Projects under Construction to be completed by year end: 6

Projects experiencing delays due to contractor availability: 1

CDBG Award: \$400,000.00

CDBG Funds Expended to Date: \$192,413.00

CDBG Funds Allocated: \$400,00.00

Match Funds Expended: \$69,309.94

CDBG Funds Remaining from Allocated Projects: \$207,587.00

CDBG Funds Unallocated: \$0.00

Total Funds Remaining: \$207,587.00

4. Consideration of a Memorandum of Understanding between the City of Seward and DARI Processing, LLC, Regarding Seward Rail Campus Site Readiness - City Administrator Butcher

ORDINANCE NO. 2024-19

AN ORDINANCE TO AMEND SECTIONS 325-8.1 THROUGH 325-8.3 OF THE MUNICIPAL CODE; TO INITIATE A SEWER RATE ADJUSTMENT THAT WILL INCREASE TOTAL SYSTEM REVENUES GENERATED BY RATES CHARGED TO CUSTOMERS FOR SERVICE FROM THE SEWER SYSTEM OF THE CITY BY 15.0% EFFECTIVE WITH THE OCTOBER 2024 BILLING; TO PROVIDE FOR BILLING THEREOF; TO REPEAL THE ORIGINAL SECTIONS 325-8.1 THROUGH 325-8.3; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

Section 1. Sections 325-8.1 through 325-8.3 of the Municipal Code shall be amended as follows:

§325-8.1 Residential rates.

Residential usage for all domestic use only. The bills for the twelve (12) months beginning each April shall be based on an average of the water consumption billed in January, February and March. The sewage charges for a new residential user who has not established an average for the months of January, February and March, or a user who only has sewer and no water usage shall be charged the following usage:

- (1) Single occupancy: 200 cubic feet per month, plus the minimum sewer charge.
- (2) Double or more occupancy: 600 cubic feet per month, plus the minimum sewer charge.
- (3) No water usage – metered: 600 cubic feet per month, plus the minimum sewer charge.

The charges are:

- A. Effective October 2024 billing: customer charge of \$36.11 per meter, plus \$.04867 per cubic foot.

§325-8.2 General service rates.

General services rates (formerly commercial) are applied to nonresidential accounts each month.

The charges are:

- A. Effective October 2024 billing: customer charge of \$87.07 per meter, plus \$.04867 per cubic foot.

§325-8.3 Large general service rates.

Large general services rates are as follows:

- Users contributing above allowed limits of BOD, SS, TKN, or FOG as defined below.

The Charges are:

- A. Effective October 2024 billing:

- (1) Minimum charge of \$462.88 per meter; and
- (2) Per cubic foot: \$.0245; and
- (3) Per pound of biochemical oxygen demand (BOD) that is measured to be greater than 200 mg/l: \$0.40; and
- (4) Per pound of suspended solids (SS) that measured to be greater than 220 mg/l: \$0.25.
- (5) Per pound of Total Kjeldahl Nitrogen (TKN) that measured to be greater than 30 mg/l: \$0.50.
- (6) Per pound of Fats Oils and Grease (FOG) that measured to be greater than 100 mg/l: \$0.27.

- The sewer charges in Subsection A(1)(c) thru (f) above are based on observed wastewater flow from the customer using a suitable continuous recording device for measuring concentrations of biochemical oxygen demand (BOD), suspended solids (SS), Total Kjeldahl Nitrogen (TKN) and Fats Oils and Grease (FOG).
- If the additional cost associated with industrial general service wastes are not recovered by the large general service rate charges or above surcharges, the City shall have the option to review the effect any user (all classifications) has on the wastewater system and establish adequate charges, if necessary, for the excessive amounts of biochemical oxygen demand, suspended solids or other applicable pollutants.

Section 2. Repeal. All ordinances or provision or portions of ordinances in conflict here with are hereby repealed.

Section 3. When operative. This ordinance shall take effect and be in full force from and after its passage, approval and publication in pamphlet form as required by law.

Passed and approved this 1st day of October, 2024.

THE CITY OF SEWARD, NEBRASKA


Joshua Eickmeier, Mayor

ATTEST:


Derek Bargmann, City Clerk

(SEAL)



ORDINANCE NO. 2024-21

AN ORDINANCE TO AMEND SECTION 390-1.26 OF THE MUNICIPAL CODE; TO INITIATE A WATER RATE ADJUSTMENT THAT WILL INCREASE TOTAL SYSTEM REVENUES GENERATED BY RATES CHARGED TO CUSTOMERS FOR SERVICE FROM THE WATER SYSTEM OF THE CITY BY 3.0% EFFECTIVE WITH THE OCTOBER 2024 AND JANUARY 2025 BILLINGS; TO PROVIDE FOR BILLING THEREOF; TO REPEAL THE ORIGINAL SECTION 390-1.26; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

Section 1. Section 390-1.26 of the Municipal Code shall be amended as follows:

§390-1.26 Water rates.

A. A tariff of monthly water rates will be charged for each meter installed in the water system of the City. The Water/Wastewater Director or his duly authorized agent may make a determination to forego the meter charge on irrigation systems when the meter is winterized and shut-off, if it is in the best interest of the City to do so. The following rates are hereby established:

Urban General Service Rates		
Rates Effective with October 2024 Billing		
Meter Size (inches)	Customer Charge	Rate per Cubic Foot
1 or less	\$14.28	First 1,200 CF, \$.0390 per CF Over 1,200 CF, \$.0465 per CF
1.5	\$32.13	First 1,800 CF, \$.0390 per CF Over 1,800 CF, \$.0465 per CF
2	\$57.10	First 2,400 CF, \$.0390 per CF Over 2,400 CF, \$.0465 per CF
3	\$128.48	First 3,600 CF, \$.0390 per CF Over 3,600 CF, \$.0465 per CF
4	\$228.41	First 4,800 CF, \$.0390 per CF Over 4,800 CF, \$.0465 per CF
6	\$513.93	First 7,200 CF, \$.0390 per CF Over 7,200 CF, \$.0465 per CF
8	\$913.65	First 9,600 CF, \$.0390 per CF Over 9,600 CF, \$.0465 per CF

Rural General Service Rates		
Rates Effective with October 2024 Billing		
Meter Size (inches)	Customer Charge	Rate per Cubic Foot
1 or less	\$18.69	First 1,200 CF, \$.0555 per CF Over 1,200 CF, \$.0681 per CF
1.5	\$38.87	First 1,800 CF, \$.0555 per CF Over 1,800 CF, \$.0681 per CF
2	\$67.13	First 2,400 CF, \$.0555 per CF Over 2,400 CF, \$.0681 per CF
3	\$147.85	First 3,600 CF, \$.0555 per CF Over 3,600 CF, \$.0681 per CF
4	\$260.86	First 4,800 CF, \$.0555 per CF Over 4,800 CF, \$.0681 per CF
6	\$583.76	First 7,200 CF, \$.0555 per CF Over 7,200 CF, \$.0681 per CF
8	\$1,035.81	First 9,600 CF, \$.0555 per CF Over 9,600 CF, \$.0681 per CF

**Urban Industrial Service Rates
Rates Effective with January 2025 Billing**

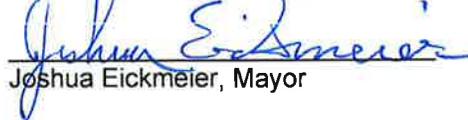
1. The Urban Industrial Service Rate is available to customers within the City of Seward with an average monthly usage over 150,000 CF.
2. Customer charges will be based upon the Urban General Service Rate listed above.
3. Rate per Cubic Feet:
 - a. First 66,840 CF, \$.0462 per CF;
 - b. Second 66,840 CF, \$.0347 per CF;
 - c. Third 66,840 CF, \$.0270 per CF;
 - d. Fourth 66,840 CF, \$.0155 per CF; and
 - e. Fifth 66,840 CF and over, \$.0099 per CF.

Section 2. Repeal. All ordinances or provision or portions of ordinances in conflict here with are hereby repealed.

Section 3. When operative. This ordinance shall take effect and be in full force from and after its passage, approval and publication in pamphlet form as required by law.

Passed and approved this 5th day of November, 2024.

THE CITY OF SEWARD, NEBRASKA


Joshua Eickmeier, Mayor

ATTEST:


Derek Bargmann, City Clerk

(SEAL)



ORDINANCE NO. 2024-17

AN ORDINANCE TO AMEND SECTIONS 237-3.1 THROUGH 237-3.13 OF THE MUNICIPAL CODE; TO INITIATE AN ELECTRIC RATE ADJUSTMENT THAT WILL INCREASE TOTAL SYSTEM REVENUES GENERATED BY RATES CHARGED TO CUSTOMERS FOR SERVICES FROM THE ELECTRIC DISTRIBUTION SYSTEM OF THE CITY BY 3.0% EFFECTIVE WITH THE OCTOBER 2024 AND JANUARY 2025 BILLINGS; TO PROVIDE FOR BILLING THEREOF; TO REPEAL THE ORIGINAL SECTIONS 237-3.1 THROUGH 237-3.13; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

Section 1. Sections 237-3.1 through 237-3.13 of the Municipal Code shall be amended as follows:

§237-3.1. Determination of rates.

- A. As a tariff of rates based on monthly consumption by each consumer of current from the Electric Distribution System of the City, the following schedule based on meter readings is established.
- B. One meter shall be installed to service one user. If additional buildings are required for a given user, they shall be interconnected by the customer to obtain one meter. If additional meters and services are requested by the customer, each shall be treated as a separate customer. It will be at the City's sole discretion to determine what installation of service is most appropriate and beneficial to the system as a whole, which decision will be based on, but not limited to, proximity, continuity, similarity and compatibility of service. This requirement shall take effect with the kilowatt hour usage from the 1st day of October 2002. Any services metered differently prior to this date will be grandfathered in.
- C. Effective date: October 2024 billing
- D. Rates:
 - (1) Summer rate: The summer rate shall apply to the Customer's use from June Billing through September Billing.
 - (2) Winter rate: The winter rates shall apply to the Customer's use from October Billing through May Billing.
- E. Terms and conditions:
 - (1) Usage may be fractionalized on the actual days of service for application of a change in rate.
 - (2) Service will be furnished under the City's General Terms and conditions.
 - (3) Extensions made for service under this schedule are subject to the provisions of the City's rules governing Extension of Service and Facilities.
 - (4) The rates set forth herein may be increased by the amount of any new or increased governmental tax imposed and levied on transmission, distribution, production, or the sale of electrical power.

§237-3.2. Residential Light, Heat and Power (RE).

- A. Summer period:
 - (1) Customer charge, per month: \$24.14.
 - (2) Plus energy charge of: all kWh, per kWh: \$0.1119.
- B. Winter period:
 - (1) Customer charge, per month: \$24.14.

- (2) Plus energy charge of: First 700 kWh, per kWh: \$0.1119.
 - (3) Over 700 kWh, per kWh: \$0.0906.
 - C. Available: within established City limits.
 - D. Applicable: to single-family residences and individually metered apartments for all domestic purposes when all service is supplied through a single meter, provided ratings of individual single-phase motors do not exceed five (5) horsepower.
 - E. Character of service: AC, 60 cycles, 120/240 volt, three-wire, single-phase.
 - F. Small Business in Residential District: any property located in a Residential Zone of the City which conducts a small business inside the home which is legal under the Zoning Ordinance of the City ^[1] shall be considered residential for the purposes of this section, in accordance with the definition in §237-2.8B(1).^[2]
- [1] Editor's Note: See Ch. 410, Zoning and Subdivision.
 [2] Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. 1)

§237-3.3. Commercial Service (CE).

- A. Summer period:
 - (1) Customer charge, per month: \$47.74.
 - (2) Plus energy charge of: All kWh, per kWh: \$0.1054.
- B. Winter period:
 - (1) Customer charge, per month: \$47.74.
 - (2) Plus energy charge of: First 1,600 kWh, per kWh: \$0.1054.
 - (3) Over 1,600 kWh, per kWh: \$0.0842.
- C. Available: within established City rate areas.
- D. Applicable: to any customer for lighting, heating, and power purposes where all service is taken through a single meter at one location, and where the Customer's demand does not exceed 49 kW for four consecutive months. Rating of individual single-phase motors and other single-phase power and heating units served under this schedule shall not exceed ten (10) horsepower except by special permission.
- E. Character of Service: AC, 60 cycles, 120/240 volts, single-phase; 240 volts, three-phase, three-wire; 120/240, 120/208, volts, or 277/480 volts, three-phase, four-wire; or at any of the City's standard distribution voltages, as available. Customers requiring service at secondary voltages other than that already established by the City shall be required to provide suitable space for location of the City's transformation, metering and associated equipment. Secondary voltage other than that already established shall be provided by special permission only.

§237-3.4. General Service Demand (GD).

- A. Summer period:
 - (1) Customer charge, per month: \$131.55.
 - (2) Demand charge: per kW per month of billing demand: \$20.688.
 - (3) Plus energy charge of: for all usage, per kWh: \$0.0706.
- B. Winter period:
 - (1) Customer charge, per month: \$131.55.

- (2) Demand charge: per kW per month of billing demand: \$17.51.
- (3) Plus energy charge of: for all usage, per kWh: \$0.0652.
- C. Determination of billing demand: the billing demand shall be the greater of Subsection C(1) or C(2) below.
 - (1) The highest measured demand (corrected for power factor if required) during any thirty (30) minute period occurring in the current billing period.
 - (2) Sixty five percent (65%) of the highest measured demand (corrected for power factor if required) during any thirty (30) minute period occurring in June, July, August or September Billings.
- D. Available: within established City rate areas.
- E. Applicable: to existing customers, or to new customers with demands of 50 kilowatts, but not more than 500 kilowatts, for four (4) consecutive months whose entire requirements are taken through one meter, under a contract of standard form. Customers who reach this limit for four (4) consecutive months will be billed this rate on the fifth (5th) month. (Not applicable to resale, stand-by or auxiliary service.)
- F. Character of service: AC, 60 cycles, single- or three-phase, at any of the City's standard voltages (35,000 volts or less) where the service may be supplied by a single power transformation.

§237-3.5. General Service Demand – Low Load Factor (GD-LLF).

- A. Summer period:
 - (1) Customer charge, per month: \$131.55.
 - (2) Demand charge: per kW per month of billing demand: \$0.00.
 - (3) Plus energy charge of: for all usage, per kWh: \$0.2212.
- B. Winter period:
 - (1) Customer charge, per month: \$131.55.
 - (2) Demand charge: per kW per month of billing demand: \$0.00.
 - (3) Plus energy charge of: for all usage, per kWh: \$0.2212.
- C. Available: within established City rate areas.
- D. Applicable: an alternate to the GD rate to existing customers, or to new customers with demands of 50 kilowatts, but not more than 500 kilowatts, for four (4) consecutive months whose entire requirements are taken through one meter, under a contract of standard form. Customers who reach this limit for four (4) consecutive months may request to be billed under this rate on the fifth (5th) month. (Not applicable to resale, stand-by or auxiliary service.)
- E. Removal from GD-LLF: when a customer requests to be billed on the GD-LLF rate, the customer will be bill on GD-LLF for a minimum of twelve (12) months. After twelve (12) months, the customer can request to be billed on the GD rate and must remain on the GD rate for twelve (12) months before eligible to request to be billed again on the GD-LLF.
- F. Character of service: AC, 60 cycles, single- or three-phase, at any of the City's standard voltages (35,000 volts or less) where the service may be supplied by a single power transformation.

§237-3.6. Large Power (LP).

- A. Summer period:
 - (1) Customer charge, per month: \$196.27.

- (2) Demand charge: per kW per month of billing demand: \$20.42.
 - (3) Plus energy charge of: for all usage, per kWh: \$0.0546.
- B. Winter period:
- (1) Customer charge, per month: \$196.27.
 - (2) Demand charge: per kW per month of billing demand: \$16.71.
 - (3) Plus energy charge of: for all usage, per kWh: \$0.0509.
- C. Determination of billing demand: the billing demand shall be the greater of Subsection C(1) or C(2) below.
- (1) The highest measured demand (corrected for power factor if required) during any thirty (30) minute period occurring in the current billing period.
 - (2) Sixty five percent (65%) of the highest measured demand (corrected for power factor if required) during any thirty (30) minute period occurring in June, July, August or September Billings of the preceding eleven (11) months.
- D. Available: in the general area served by the City from lines of 35,000 volts or less.
- E. Applicable: to existing customers, or to new customers with demands of 500 kilowatts or more for four (4) consecutive months whose entire requirements are taken through one meter, under a contract of standard form. Customers who reach this limit for four (4) consecutive months will be billed this rate on the fifth (5th) month.
- F. Character of service: AC, 60 cycles, single- or three-phase, at any of the City's standard voltages (35,000 volts or less) where the service may be supplied by a single power transformation.
- G. Power factor adjustment:
- (1) For loads of 500 kW or more, or at the option of the City, power factor adjustments will be made in the billing demand, when the power factor, as determined by test, at the time of the customer's maximum use is less than 90%. If the power factor, as measured by the electric department, is lower than 90%, the monthly demand charge will be multiplied by the ratio 90% bears to the measured power factor, or at the City's option, the power factor may be corrected at the customer's expense.
 - (2) In the general course of maintenance and replacement of equipment, the City may replace existing demand meters with power factor-capable demand meters, at its option, at which point the customer will be subject to power factor adjustments as defined above.
- H. Economic Development Rate – Effective January 2025 Billing. Available to any Large Power customer that meets ALL the following conditions:
- (1) Provides new or additional load of 1,000 kW or greater on a monthly basis;
 - (2) Has a monthly load factor, calculated by dividing the energy usage by the product of the peak demand and the number of hours in the month, of 60% or greater;
 - (3) The customer has entered into a written service agreement with the City of Seward and the Nebraska Public Power District (NPPD) pursuant to NPPD Rate Schedule SPP No. 6, Economic Development Rate Schedule;
 - (4) The customer has entered into an agreement with either the State of Nebraska or other political subdivision to provide an economic development project under state or local law; and
 - (5) The customer has met all other requirements of the Economic Development Rate Schedule.
 - (6) Rate:

- (a) NPPD customer charge, per month: \$500.00.
 - (b) NPPD energy charge of: All kWh, per kWh: \$0.03169.
 - (c) City of Seward customer charge, per month: \$155.00.
 - (d) City of Seward energy charge: All kWh, per kWh: \$0.01545.
- (7) The above rate shall apply to both summer and winter periods.
 - (8) The Economic Development Rate is subject to change based upon the written service agreement with the City of Seward and NPPD as well as NPPD Rate Schedule SPP No. 6, Economic Development Rate Schedule.

§237-3.7. Rural Residential Light, Heat and Power (NE).

- A. Summer period:
 - (1) Customer charge, per month: \$36.86.
 - (2) Plus energy charge of: all kWh, per kWh: \$0.1119.
- B. Winter period:
 - (1) Customer Charge, per month: \$36.86.
 - (2) Plus energy charge of:
 - (a) First 900 kWh, per kWh: \$0.1119.
 - (b) Over 900 kWh, per kWh: \$0.0906.
- C. Available: in the territory serviced by the City outside of the corporate limits.
- D. Applicable: to rural residences for domestic and other farm uses which may be served from existing distribution lines and where the total required kVA does not exceed that which may be supplied from a fifty (50) kVA distribution transformer. Rating of individual single-phase motors and other single-phase power and heating units served under this schedule shall not exceed ten (10) horsepower except by special permission.
- E. Character of service: AC, 60 cycles, 120/240 volts, single-phase, three-wire.

§237-3.8. Power cost adjustment (PCA).

- A. Applicability:
 - (1) All electric rates are subject to application of a production cost adjustment. The PCA may be determined from time to time and when approved shall be applied monthly for a period of not more than twelve (12) months. The PCA calculations will be based on the FY projected and actual twelve (12) months includable expenses and the current budget actual and projected sales subject to the PCA. The City may invoke the PCA when unexpected increases in the cost of power or other emergencies are estimated to be greater than a deviation of 10% in FY power costs budgeted.
 - (2) At the end of any PCA application period, any under or over collected revenues may be added to the next FY estimate of power costs to determine if another PCA is necessary for the next twelve (12) months or shorter period.
- B. Formula for calculating the PCA factor:
 - (1) The following formula is used to determine the power cost adjustment charge when it is invoked. The PCA will be calculated to the nearest one-tenth of a \$1.00/MWh or \$0.10/kWh.
 - (2) When unexpected increases in the cost of power or other emergencies are estimated to be greater than a deviation of 10% in FY power costs budgeted the PCA formula is:

PCA = (Total Estimated Cost Difference from Budget for Application Period) divided by (Estimated kWh Sales for Application Period)

Where:

Total Estimated Cost = *Revise after Budget the Fuel and Purchased Power + Difference Transmission Expense - Budgeted Fuel and Purchased Power + Transmission Expense*

Application Period = *the number of months (1 to 12) that the PCA will be in force*

Estimated kWh sales = *Projected kWh retail sales during the Application Period*

§237-3.9 Delinquent bills; notice.

All bills are delinquent on the fifteenth (15th) day of the month. Thereafter, upon notice to consumer as provided by this Article and by law, and non-payment pursuant to said notice, service shall be discontinued.

§237-3.10. Rates effective.

The rates provided herein shall become effective with the billing beginning October 2024 or as determined after review of the annual electric budget.

§237-3.11. Discrimination prohibited.

No electric current shall be furnished to any consumer under any other rate than as provided in this article, and there shall be no discrimination in rates between consumers using equal amounts of current for the same purpose under the same conditions.

§237-3.12. Service beyond corporate limits.

The City, by resolution of its Mayor and Council, shall have the power and authority to contract with any person, persons, association or corporation, to sell electric current for light, heat and power purposes beyond its corporate limits when, in the judgment of the Mayor and Council, it is beneficial to the City to do so.

§237-3.13 Special circumstances.

No electricity shall be billed to any consumer under any other rate not provided for by this article provided; except that if, in the opinion of the Electric Superintendent and the Treasurer, and after review with the City Administrator, there is a change in the nature of electricity being used, an adjustment to the billings can be made to apply the correct the rate classification(s), or in cases of erroneous or missing load meter data an adjustment to similar usage as the year before, or an average usage may be used, if supporting information is available to make such estimates.

Section 2. Repeal. All ordinances or provision or portions of ordinances in conflict here with are hereby repealed.

Section 3. When operative. This ordinance shall take effect and be in full force from and after its passage, approval and publication in pamphlet form as required by law.

Passed and approved this 1st day of October, 2024.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier
Joshua Eickmeier, Mayor

ATTEST:

Derek Bargmann
Derek Bargmann, City Clerk

(SEAL)



5. Consideration of a Resolution to Designate City Items as Surplus - City Clerk Bargmann

RESOLUTION NO. 2025-23

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

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

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

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

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

City of Seward - Surplus Property Items:

Item	Quantity	Department
#1. Whirlpool Stove with 4 burners	1	Civic Center
#2. Agri-Fab Tow-Behind 40 in. Plug Aerator	1	Civic Center
#3. Frontier ST 7526 Snow Thrower	1	Civic Center
#4. Fox Valley Super Striper Line Marker	1	Civic Center
#5. John Deere Thatcher	1	Civic Center
#6. Yard Machines 9" Edger 3.5HP	1	Civic Center
#7. Werner W3610 10 ft. Wood Ladder	1	Civic Center
#8. Black+Decker Hedge Trimmer	1	Civic Center

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

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

The Mayor declared the resolution adopted. Dated this 20th day of May 2025.

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

Derek Bargmann, City Clerk

(SEAL)

DISCLAIMER:

All items are sold 'as is' and all sales are final. The bid opening date for items indicated below will be at 10 AM on Thursday, July 3, 2025, at City Hall.

Items Declared Surplus by City Council Action on June 17, 2025:

(ITEM #1) Whirlpool Stove with 4 Burners (ACCEPTING BIDS)



(ITEM #2) Agri-Fab Tow-Behind 40 in. Plug Aerator (ACCEPTING BIDS)



(ITEM #3) Frontier ST 7526 Snow Thrower (ACCEPTING BIDS)



(ITEM #4) Fox Valley Super Stripper Line Marker (ACCEPTING BIDS)



(ITEM #5) John Deere Thatcher (ACCEPTING BIDS)



(ITEM #6) Yard Machines 9" Edger 3.5 HP (ACCEPTING BIDS)



(ITEM #7) Werner W3610 10 ft. Wood Ladder (ACCEPTING BIDS)



(ITEM #8) Black+Decker Hedge Trimmer (ACCEPTING BIDS)



CITY ADMINISTRATOR'S REPORT

CITY ADMINISTRATORS REPORT – 6/17/25

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

- Monitoring a number of street projects including: East Seward (final items), design on East Hillcrest, drainage near Park Street & Bradford Street (punch list), Highway 15 Watermain (punch items) design of 5th and Bradford/Roberts Drainage, Design of Lindell and Jackson Reconstruction, bids of Worthmann Blvd.
- Water Tower project underway, paint coat issues have led to substantial delays. Painting has resumed.
- Worked with Kelly Hoffschneider to work on a number of real estate items related to the Rail Campus, tower leases, and related legal matters.
- Caselle accounting system project conversion implementation. Utility billing issues within various systems. Conference call with Beatrice Utility Billing Staff to review landlord items.
- Check in meeting with Building and Zoning Staff.
- Met via telephone with Lori Schriener (SCI) to discuss recent items on the City Council agenda.
- Budget follow up items. Met with department heads to get updated CIP numbers.
- Reviewed the One and Six Road Plan with City Engineer and Street Superintendent.
- Reviewed turf project and Concordia usage of ballfields with Mayor.
- Assisted Mayor with numerous docusign items related to CDBG grants.
- Attended the Planning and Zoning meeting for TIF items and cell tower discussion.
- Held CRA meeting to review TIF application for DARI, Parker Baby Company, and Twin Creeks LLC.
- Finalized MOU with DARI.
- Spoke with the County regarding items related to BNSF and our trail project.
- NPPD Weekly Summer Demand Loading online meetings.
- Reviewed electrical needs with DARI, Electric Department, and Olsson.
- NPPD Municipal Wholesale Customer Online Meeting.
- NEMA March 2025 Kickoff Online Meeting.
- EPA Meeting to discuss Community Grant for Wastewater Plant secured by Congressman Flood (\$1million)
- Out of Office for baseball tourney 6/6/25
- Out of Office for Colorado vacation 6/12 thru 6/17.

Police Department

- EVOG Training on 6/11
- Unit 5 (new) is being upfitted for use
- 4th of July IAP Follow-ups
- Review of Internal Policies
- Outreach—First Responder Day at CDC on 6/4

City Clerk/Human Resources/City Hall

- DR-4868 (March blizzards)—respond to NEMA requests to set up projects and documentation
- Pump Station—confirm deliverables sent to State, submit reimbursement requests
- LEOP Resource List—working with Department Heads to update and return to Gary Petersen
- Electric Lineman, Seasonal Groundman, and Street Maint. Worker positions have been filled

Water/Wastewater Department

- Repaired issues at Dowding Pool
- Combo Truck and Jetter Maintenance
- Updates to sewer lining project with Johnson Service
- Cleaning clarifiers at Wastewater Treatment Plant
- Updates on Downtown Water Tower Project

Parks and Rec/Cemetery/Golf/Pool

- Cemetery Board meeting on 6/9

- Annual mulching and planting flowers in beds
- Weekly ball field maintenance and chalking for games
- Warning track maintenance at Legion Field
- Light Maintenance at ballfields and bandshell

Civic Center

- Prepping for Ribbon Cutting on 6/15
- Punch list items completion ongoing
- Art installation has been completed
- Sprinkler contractor to be on site soon

Electric Department

- Energize transformer and set meters at 14th St. Apartments
- Electric Lineman and Seasonal Groundman will start on 6/16
- Budget CIP Meeting on 6/10
- Overhead work on 300 Block of S 1st Street
- Connections at 1279 Sunflower and 635 Wood Sage

Street Department

- Annual painting of downtown areas in prep for July 4th
- Sign replacements as needed
- Mowing and burn site maintenance
- Spring Street Sweeping
- Street Maintenance Worker will start on 6/23

Library

- Annual weeding of the collection is ongoing
- Tuesday (6/10): 'Cartooning' fun
- Wednesday (6/11): 'The Little Mermaid' by Crane River Theater
- Thursday (6/12): Create Your Own I-Spy Game family craft
- Tues and Wed mornings: story times and toddler times

Building Inspection/Planning Department

- Planning Commission on June 9th – Prep items for Council on 6/17
- Recycling Retaining Wall—meet about design options
- Hughes Brothers – plan review to start this week
- Café on 6th St – Envision Electric is working on-site
- GIS – Zoning Map reviews and updates

Engineering

- 1- & 6-Year Street Plans—revise and prepare for 6/9 Planning & 6/17 Council meetings
- Recycling Retaining Wall—meet about design options
- Rail Campus Worthman Projects—completing documentation to begin projects shortly
- E Hillcrest Dr & Plum Creek Bridge—reviewing design updates and public outreach with State
- Pump Station—working to submit final deliverables to State

Finance Department

- Payroll week of 6/9
- CIP budget meetings week of 6/9
- May financials and claims
- Continue building budget spreadsheet (salaries)

Seward Wellness Center

- Scorevision to begin install on 6/10
- Swimming lessons moved to WC from Dowding due to issues
- 3v3 BB league ongoing
- Swim Team Practice on Monday and Tuesday
- Awaiting return of landscaping contractors

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

I, Derek Bargmann, the duly appointed qualified and acting City Clerk of the City of Seward, Nebraska, hereby certify that the foregoing Notice of Meeting and Agenda for such meeting has been posted in the following places: Seward City Hall, Seward 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