



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

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**Tuesday, August 19, 2025**

**7:00 PM**

**Municipal Building Council Chambers**

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**NOTICE IS HEREBY GIVEN** that a meeting of the City Council of the City of Seward, Nebraska will be held at 7:00 PM on Tuesday, August 19, 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

**CURRENT YEAR: July 2025**

| Permits        | Quantity  | Permit Fee          | Valuation              |
|----------------|-----------|---------------------|------------------------|
| NEW CONST.     | 3         | \$ 6,093.01         | \$ 1,678,290.00        |
| REMODEL/ADDIT. | 12        | \$ 2,079.48         | \$ 198,640.00          |
| ACCESSORY      | 13        | \$ 351.54           | \$ 35,049.00           |
| RELOCATE       | 5         | \$ 200.00           | \$ 53,648.00           |
| ELECTRIC       |           |                     |                        |
| PLUMBING       | 12        | \$ 1,145.00         |                        |
| MECHANICAL     |           |                     |                        |
| SEWER TAP      | 1         | \$ 250.00           |                        |
| TEMP. WATER    | 0         | \$ -                |                        |
| WATER TAP      | 1         | \$ 857.00           |                        |
| TEMP. ELEC.    | 1         | \$ 50.00            |                        |
| ELECTRIC SER.  | 1         | \$ 400.00           |                        |
| <b>TOTALS</b>  | <b>49</b> | <b>\$ 11,426.03</b> | <b>\$ 1,965,627.00</b> |

**LAST YEAR: July 2024**

| Permits        | Quantity  | Permit Fee         | Valuation            |
|----------------|-----------|--------------------|----------------------|
| NEW CONST.     | 0         | \$ -               | \$ -                 |
| REMODEL/ADDIT. | 13        | \$ 1,485.83        | \$ 303,660.57        |
| ACCESSORY      | 9         | \$ 339.04          | \$ 27,965.67         |
| RELOCATE       | 5         | \$ 359.00          | \$ 58,740.00         |
| ELECTRIC       |           | \$ -               | \$ -                 |
| PLUMBING       | 8         | \$ 645.00          | \$ -                 |
| MECHANICAL     | 9         | \$ 675.00          | \$ -                 |
| SEWER TAP      | 0         | \$ -               | \$ -                 |
| TEMP. WATER    | 0         | \$ -               | \$ -                 |
| WATER TAP      | 0         | \$ -               | \$ -                 |
| TEMP. ELEC.    | 0         | \$ -               | \$ -                 |
| ELECTRIC SER.  | 0         | \$ -               | \$ -                 |
| <b>TOTALS</b>  | <b>44</b> | <b>\$ 3,503.87</b> | <b>\$ 390,366.24</b> |

**YEAR TO DATE January to December 2025**

| Permits        | Quantity   | Permit Fee           | Valuation               |
|----------------|------------|----------------------|-------------------------|
| NEW CONST.     | 20         | \$ 78,751.78         | \$ 33,299,604.17        |
| REMODEL/ADDIT. | 72         | \$ 10,947.83         | \$ 2,402,752.37         |
| ACCESSORY      | 65         | \$ 2,585.88          | \$ 498,549.89           |
| RELOCATE       | 36         | \$ 3,777.70          | \$ 1,610,820.25         |
| ELECTRIC       |            | \$ -                 | \$ -                    |
| PLUMBING       | 72         | \$ 5,775.00          | \$ -                    |
| MECHANICAL     | 37         | \$ 5,476.00          | \$ -                    |
| SEWER TAP      | 15         | \$ 3,550.00          | \$ -                    |
| TEMP. WATER    | 13         | \$ 1,560.00          | \$ -                    |
| WATER TAP      | 15         | \$ 15,176.00         | \$ -                    |
| TEMP. ELEC.    | 14         | \$ 700.00            | \$ -                    |
| ELECTRIC SER.  | 15         | \$ 5,500.00          | \$ -                    |
| <b>TOTALS</b>  | <b>374</b> | <b>\$ 133,800.19</b> | <b>\$ 37,811,726.68</b> |

**YEAR TO DATE January to December 2024**

| Permits        | Quantity   | Permit Fee          | Valuation               |
|----------------|------------|---------------------|-------------------------|
| NEW CONST.     | 11         | \$ 35,118.18        | \$ 10,918,821.35        |
| REMODEL/ADDIT. | 87         | \$ 14,636.63        | \$ 7,288,366.60         |
| ACCESSORY      | 70         | \$ 2,114.16         | \$ 176,657.60           |
| RELOCATE       | 56         | \$ 5,137.00         | \$ 1,921,144.88         |
| ELECTRIC       |            | \$ -                | \$ -                    |
| PLUMBING       | 89         | \$ 7,822.72         | \$ -                    |
| MECHANICAL     | 61         | \$ 7,605.20         | \$ -                    |
| SEWER TAP      | 9          | \$ 2,250.00         | \$ -                    |
| TEMP. WATER    | 8          | \$ 960.00           | \$ -                    |
| WATER TAP      | 9          | \$ 7,514.00         | \$ -                    |
| TEMP. ELEC.    | 6          | \$ 300.00           | \$ -                    |
| ELECTRIC SER.  | 6          | \$ 2,600.00         | \$ -                    |
| <b>TOTALS</b>  | <b>412</b> | <b>\$ 86,057.89</b> | <b>\$ 20,304,990.43</b> |

# OPEN Property Maintenance Code Violation Report

|                      |                                 |                 |                       |               | 8/14/2025  |
|----------------------|---------------------------------|-----------------|-----------------------|---------------|--|
| Property Address     | Violation Type                  | Deadline        | Owner Information     | Delivery Type | Status   |
| <b>2025</b>          |                                 |                 |                       |               |  |
|                      |                                 |                 |                       |               |  |
| 430 N 2nd            | Tree                            | October 20,2025 | Gerwick Trustee       | Letter        | A certified letter is being mailed to remove the dead tree in the alley  |
| 240 N 6th St         | Grass                           | 8/22/2025       | GH Coffee LLC         | Phone Call    | CSO Arena made contact with the owner. The small portion of grass will be taken care of.   |
| 510 Bradford St      | Weeds in ROW                    | 8/22/2025       | Go Big Real Estate    |               |  |
| 319 Seward St        | Grass/Weeds                     | 8/22/2025       | Patricia Johnson      | Phone Call    | CSO Arena made contact with the owner on 8-14-2025. She stated she will get it taken care of.  |
| 311 Seward           | Grass/Weeds                     | 8/22/2025       | Patricia Johnson      | Phone Call    | CSO Arena made contract with the owner on 8-14-2025. She stated she will get it taken care of.   |
| 2945 Progressive Rd  | Gass                            | 8/15/2025       | Hung Dao              | Phone Call    | CSO has attempted contact of the owner.  |
| 804 Twin Oaks Rd     | Grass                           | 8/15/2025       | Le Family Estate      | In Person     | CSO Arena and Tim Dworak contacted the tenants regarding the mowing of the ROW.  |
| 2605 Progressive Ave | Grass                           | 8/15/2025       | Casey's General Store | Phone Call    | CSO Arena contact the store. The mowing company called and stated they were not aware that was their responsibility, and it wasn't in their contract. 8-14-2025 the ROW was mowed. |
| 3294 S Hwy 15        | Camper/Boarded Windows          |                 | Brian Fehlhafer       |               |  |
| 437 S 6th St         | Grass/Weeds Vehicles            | 7/19/2025       | Verlin Miller         |               | CSO Arena made contact with Misty Wismer, the tenant. She asked for anextention for trash through the next weekend. She was mowwing over the weekend of 7-20-2025                  |
| 429 S Columbia       | Grass/Weeds                     | 7/19/2025       | Christopher Yates     | Phone Call    | 7-18 hung the notice, until 7-23 Parks Department mowed and invoiced.  |
| 739 N 6th Street     | Grass/Weeds/Trash               | 7/18/2025       | William Hudson        | Phone Call    | CSO Arena left a red tag on the door. The resident called and talked with Tim Dworak regarding the timeframe. Mowing was completed on 7-20-2025                                    |
| 716 N 7th St         | Grass/Weeds Unlicensed Vehicles | 7/18/2025       | Dennis & Willa Taylor | Red Tag       | CSO Arena left a red tag on their camper to contact him.   |

## OPEN Property Maintenance Code Violation Report

|                      |   |           |   |            |  |
|----------------------|---|-----------|---|------------|--|
| 757 N 6th St         | Grass/Weeds   |           | DeRoyce Jelinek                             | Phone Call | The weeds have been sprayed.   |
| 227 N 8th St         | Weeds   | 7/3/2025  | Austin Weber                                | In Person  | CSO Areana contacted the tenant. Weeds were cut down and sprayed.  |
| 840 Seward St        | Trash and abandoned vehicle   | 7/3/2025  | Joel & Lisa Blatchford                      | In Person  | CSO Arena made contact with the owner. The trash was removed and the abandoned vehicle was removed.  |
| 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. Area was cleaned up.  |
| 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 facsias, windows boarded up, decayed roof | 4/10/2025 | New owners:<br>The Good Guys Homebuyers LLC | Phone      | Property was sold to The Good Guys Homebuyers LLC. A property maintance 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 spooke 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 maintance 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<br>Columbia | Trash            | 2/5/2025 | Christopher Yates | Certified Mail<br>Posted on<br>Property | 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.<br>March 6, 2025 the Seward Street Department removed all trash. An invoice is mailed out 3-11-2025. |
| 937 Elm St        | Vegetation/Trash | 2/7/2025 | Alan Bergantzel   | In Person                               | 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.   |
| 832 Seward<br>St  | Trash            | 2/7/2025 | Mark Masek        | In Person                               | CSO Shannon Are+A15:F35a made contact witA1:F19h the tenant. Trash is scheduled to be picked up on Friday, 2-7-2025.<br>CSO Arena verified it was picked up, but there's more. Will verify it's picked up after 2-14-2025                                       |

## 2. City Treasurer Report

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

Report Sequence: sgrp, CUSIP, Ticker

**Pledged Securities Detail  
July 31, 2025**

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| SGrp                         | CUSIP      | Description       | S&P | Moody | Rate  | State | Ticrket-P#  | Call Type | Next Call Dt | Maturity Dt | Issue Dt | Intent | Total Face<br>Total Par | Pledged Face<br>% of Total | Pledge Values |            | Carrying Value | Interest Rec | Market Value | Collateral Value |
|------------------------------|------------|-------------------|-----|-------|-------|-------|-------------|-----------|--------------|-------------|----------|--------|-------------------------|----------------------------|---------------|------------|----------------|--------------|--------------|------------------|
|                              |            |                   |     |       |       |       |             |           |              |             |          |        |                         |                            | Book Value    | Par Value  |                |              |              |                  |
| PLEDGEE: CITY OF SEWARD (02) |            |                   |     |       |       |       |             |           |              |             |          |        |                         |                            |               |            |                |              |              |                  |
| CMO                          | 3137AWU78  | FHR 4145 AC       |     |       | 1.250 |       | 185157011-1 |           |              | 12/15/2027  |          |        | 1,500,000.00            | 1,500,000.00               | 100.00%       | 5,148.84   | 5,148.84       | 5,098.27     |              | 5,098.27         |
| D02/02                       |            |                   |     |       |       |       |             |           |              | AFS         |          |        | 5,148.84                | 100.00%                    | 5,146.26      |            | 5.36           |              | 5,103.63     |                  |
| CMO                          | 3137B0NV2  | FHR 4176 EC       |     |       | 1.500 |       | 185157163-1 |           |              | 9/15/2025   |          |        | 2,000,000.00            | 2,000,000.00               | 100.00%       | 1,358.32   | 1,358.32       | 1,353.03     |              | 1,353.03         |
| D02/02                       |            |                   |     |       |       |       |             |           |              | AFS         |          |        | 1,358.32                | 100.00%                    | 1,358.21      |            | 1.70           |              | 1,354.73     |                  |
| CMO                          | 36378MBV6  | GNR 2013-23 MG    |     |       | 2.250 |       | 177049987-1 |           |              | 1/20/2042   |          |        | 2,400,000.00            | 2,400,000.00               | 100.00%       | 259,404.29 | 259,404.29     | 243,013.89   |              | 243,013.89       |
| D02/02                       |            |                   |     |       |       |       |             |           |              | AFS         |          |        | 259,404.29              | 100.00%                    | 253,955.87    |            | 486.38         |              | 243,500.27   |                  |
| GNMA                         | 36178W2B6  | GNMA POOL 778670  |     |       | 4.000 |       | 185168920-1 |           |              | 12/15/2026  |          |        | 560,000.00              | 560,000.00                 | 100.00%       | 4,232.61   | 4,232.61       | 4,220.30     |              | 4,220.30         |
| D02/02                       |            |                   |     |       |       |       |             |           |              | AFS         |          |        | 4,232.61                | 100.00%                    | 4,268.17      |            | 14.11          |              | 4,234.41     |                  |
| MBS                          | 3128CUIV29 | FHLMC POOL G30633 |     |       | 2.500 |       | 177020851-1 |           |              | 2/1/2033    |          |        | 1,000,000.00            | 1,000,000.00               | 100.00%       | 129,783.20 | 129,783.20     | 122,356.62   |              | 122,356.62       |
| D02/02                       |            |                   |     |       |       |       |             |           |              | AFS         |          |        | 129,783.20              | 100.00%                    | 134,483.53    |            | 270.38         |              | 122,627.00   |                  |
| MBS                          | 3128MDW74  | FHLMC POOL G14970 |     |       | 3.500 |       | 177039340-1 |           |              | 12/1/2028   |          |        | 1,450,000.00            | 1,450,000.00               | 100.00%       | 85,574.91  | 85,574.91      | 84,513.74    |              | 84,513.74        |
| D02/02                       |            |                   |     |       |       |       |             |           |              | AFS         |          |        | 85,574.91               | 100.00%                    | 87,819.82     |            | 249.59         |              | 84,763.33    |                  |
| MBS                          | 3128C0GL5  | FHLMC POOL J19203 |     |       | 4.000 |       | 185147609-1 |           |              | 5/1/2027    |          |        | 425,000.00              | 425,000.00                 | 100.00%       | 5,438.10   | 5,438.10       | 5,392.46     |              | 5,392.46         |
| D02/02                       |            |                   |     |       |       |       |             |           |              | AFS         |          |        | 5,438.10                | 100.00%                    | 5,505.61      |            | 18.13          |              | 5,410.59     |                  |
| MBS                          | 31329KRS5  | FHLMC POOL ZA2297 |     |       | 3.000 |       | 177051131-1 |           |              | 4/1/2033    |          |        | 1,000,000.00            | 1,000,000.00               | 100.00%       | 132,183.33 | 132,183.33     | 126,142.63   |              | 126,142.63       |
| D02/02                       |            |                   |     |       |       |       |             |           |              | AFS         |          |        | 132,183.33              | 100.00%                    | 127,308.89    |            | 330.46         |              | 126,473.09   |                  |
| MBS                          | 3132A8S34  | FHLMC POOL ZS7738 |     |       | 2.500 |       | 177051143-1 |           |              | 1/1/2031    |          |        | 860,000.00              | 860,000.00                 | 100.00%       | 118,397.89 | 118,397.89     | 114,157.92   |              | 114,157.92       |
| D02/02                       |            |                   |     |       |       |       |             |           |              | AFS         |          |        | 118,397.89              | 100.00%                    | 114,429.94    |            | 246.66         |              | 114,404.58   |                  |
| MBS                          | 3138AMK38  | FNMA POOL AI7513  |     |       | 4.500 |       | 185159473-1 |           |              | 7/1/2026    |          |        | 500,000.00              | 500,000.00                 | 100.00%       | 5,045.10   | 5,045.10       | 5,032.55     |              | 5,032.55         |
| D02/02                       |            |                   |     |       |       |       |             |           |              | AFS         |          |        | 5,045.10                | 100.00%                    | 5,075.40      |            | 18.92          |              | 5,051.47     |                  |

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

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

**Pledged Securities Detail**  
**July 31, 2025**

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Report Sequence: sgrp, CUSIP, Ticket

| SGrp<br>STyp<br>Loc/PI | CUSIP<br>Description<br>S&P   | Moody | Rate  | State | Ticket-#    | Call Type<br>Next Call Dt<br>Call Price | Maturity Dt<br>Issue Dt<br>Intent | Total Face<br>Total Par | Pledged Face<br>% of Total | Pledge Values |            |                |                                  |
|------------------------|-------------------------------|-------|-------|-------|-------------|---|-----------------------------------|-------------------------|----------------------------|---------------|------------|----------------|----------------------------------|
|                        |                               |       |       |       |             |   |                                   |                         |                            | Book Value    | Par Value  | Carrying Value | Market Value<br>Collateral Value |
| MBS                    | 3138EJL09<br>FNMA POOL AL2134 |       | 4.000 |       | 185159924-1 |   | 7/1/2027<br>7/1/2012<br>AFS       | 443,000.00              | 443,000.00                 | 6,745.02      | 6,658.56   | 6,658.56       | 6,658.56                         |
| D02/02                 |                               |       |       |       |             |   |                                   | 6,745.02                | 100.00%                    | 6,823.30      | 22.48      | 6,681.04       |                                  |
| MBS                    | 3138EKRM9<br>FNMA POOL AL3191 |       | 3.500 |       | 185160071-1 |   | 2/1/2028<br>2/1/2013<br>AFS       | 500,000.00              | 500,000.00                 | 9,568.22      | 9,496.12   | 9,496.12       | 9,496.12                         |
| D02/02                 |                               |       |       |       |             |   |                                   | 9,568.22                | 100.00%                    | 9,695.80      | 27.91      | 9,524.03       | 9,524.03                         |
| MBS                    | 3138EKX75<br>FNMA POOL AL3401 |       | 5.500 |       | 177039339-1 |   | 2/1/2034<br>3/1/2013<br>AFS       | 2,000,000.00            | 2,000,000.00               | 177,324.86    | 180,772.45 | 180,772.45     | 180,772.45                       |
| D02/02                 |                               |       |       |       |             |   |                                   | 177,324.86              | 100.00%                    | 193,000.10    | 812.74     | 181,585.19     | 181,585.19                       |
| MBS                    | 3138EKXJ9<br>FNMA POOL AL3380 |       | 5.500 |       | 177039338-1 |   | 1/1/2034<br>3/1/2013<br>AFS       | 2,000,000.00            | 2,000,000.00               | 142,393.26    | 145,146.11 | 145,146.11     | 145,146.11                       |
| D02/02                 |                               |       |       |       |             |   |                                   | 142,393.26              | 100.00%                    | 154,379.42    | 652.64     | 145,798.75     | 145,798.75                       |
| MBS                    | 3138ELYF4<br>FNMA POOL AL4309 |       | 4.000 |       | 185160221-1 |   | 10/1/2028<br>10/1/2013<br>AFS     | 1,000,000.00            | 1,000,000.00               | 19,513.46     | 19,417.48  | 19,417.48      | 19,417.48                        |
| D02/02                 |                               |       |       |       |             |   |                                   | 19,513.46               | 100.00%                    | 19,844.02     | 65.04      | 19,482.52      | 19,482.52                        |
| MBS                    | 3138EMCY5<br>FNMA POOL AL4586 |       | 4.000 |       | 185160242-1 |   | 2/1/2027<br>12/1/2013<br>AFS      | 575,000.00              | 575,000.00                 | 2,452.77      | 2,438.55   | 2,438.55       | 2,438.55                         |
| D02/02                 |                               |       |       |       |             |   |                                   | 2,452.77                | 100.00%                    | 2,478.05      | 8.18       | 2,446.73       | 2,446.73                         |
| MBS                    | 3138EMPD7<br>FNMA POOL AL4919 |       | 3.500 |       | 184006560-1 |   | 3/1/2029<br>2/1/2014<br>AFS       | 2,000,000.00            | 631,641.94                 | 36,794.68     | 36,443.19  | 36,443.19      | 36,443.19                        |
| D02/02                 |                               |       |       |       |             |   |                                   | 116,504.88              | 31.58%                     | 37,788.84     | 107.32     | 36,550.51      | 36,550.51                        |
| MBS                    | 3138EQ5H1<br>FNMA POOL AL8047 |       | 3.500 |       | 176002956-1 |   | 11/1/2030<br>1/1/2016<br>AFS      | 1,050,000.00            | 1,050,000.00               | 120,552.82    | 115,932.65 | 115,932.65     | 115,932.65                       |
| D02/02                 |                               |       |       |       |             |   |                                   | 120,552.82              | 100.00%                    | 125,233.35    | 351.61     | 116,284.26     | 116,284.26                       |
| MBS                    | 3138WDU82<br>FNMA POOL AS4206 |       | 3.000 |       | 178000698-1 |   | 1/1/2030<br>12/1/2014<br>AFS      | 1,160,000.00            | 1,160,000.00               | 75,767.86     | 74,235.05  | 74,235.05      | 74,235.05                        |
| D02/02                 |                               |       |       |       |             |   |                                   | 75,767.86               | 100.00%                    | 77,784.87     | 189.42     | 74,424.47      | 74,424.47                        |
| MBS                    | 3140FBGJ3<br>FNMA POOL BD3800 |       | 2.000 |       | 177051139-1 |   | 7/1/2031<br>7/1/2016<br>AFS       | 1,375,000.00            | 1,375,000.00               | 214,522.55    | 203,401.96 | 203,401.96     | 203,401.96                       |
| D02/02                 |                               |       |       |       |             |   |                                   | 214,522.55              | 100.00%                    | 206,213.36    | 357.54     | 203,759.50     | 203,759.50                       |
| MBS                    | 3140J5EA3<br>FNMA POOL BM1028 |       | 2.500 |       | 177039342-1 |   | 12/1/2029<br>3/1/2017<br>AFS      | 1,750,000.00            | 1,750,000.00               | 137,340.82    | 132,953.80 | 132,953.80     | 132,953.80                       |
| D02/02                 |                               |       |       |       |             |   |                                   | 137,340.82              | 100.00%                    | 139,396.94    | 286.13     | 133,239.93     | 133,239.93                       |

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

**Pledged Securities Detail**  
**July 31, 2025**

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Report Sequence: sgrp, CUSIP, Ticket

| SGrp   | S Typ | CUSIP     | Description                    | Moody | Rate  | State | Ticket-P#   | Call Type | Maturity Dt | Total Face   | Pledged Face | Pledge Values |                  | Market Value |
|--------|-------|-----------|--------------------------------|-------|-------|-------|-------------|-----------|-------------|--------------|--------------|---------------|------------------|--------------|
|        |       |           |                                |       |       |       |             |           |             |              |              | Next Call Dt  | Issue Dt         |              |
| Loc/PI | S&P   |           |                                |       |       |       | Call Price  | Intent    | Total Par   | % of Total   | Par Value    | Interest Rec  | Collateral Value |              |
| MBS    | FNMA  | 3140J5EA3 | FNMA POOL BM1028               |       | 2.500 |       | 185164038-1 |           | 12/1/2029   | 300,000.00   | 300,000.00   | 23,544.14     | 22,792.08        | 22,792.08    |
| D02/02 |       |           |                                |       |       |       |             | AFS       | 3/1/2017    | 23,544.14    | 100.00%      | 23,591.89     | 49.05            | 22,841.13    |
| MBS    | FNMA  | 3140X9LK9 | FNMA POOL FM5729               |       | 3.000 |       | 177020855-1 |           | 1/1/2041    | 500,000.00   | 500,000.00   | 230,928.02    | 208,617.93       | 208,617.93   |
| D02/02 |       |           |                                |       |       |       |             | AFS       | 1/1/2021    | 230,928.02   | 100.00%      | 242,730.95    | 577.32           | 209,195.25   |
| MBS    | FNMA  | 31418AAC2 | FNMA POOL MA0902               |       | 3.000 |       | 185165786-1 |           | 11/1/2026   | 1,000,000.00 | 1,000,000.00 | 7,128.40      | 7,069.82         | 7,069.82     |
| D02/02 |       |           |                                |       |       |       |             | AFS       | 10/1/2011   | 7,128.40     | 100.00%      | 7,147.49      | 17.82            | 7,077.64     |
| MBS    | FNMA  | 31418AKN7 | FNMA POOL MA1200               |       | 3.000 |       | 177011537-1 |           | 10/1/2032   | 800,000.00   | 800,000.00   | 75,693.48     | 72,648.65        | 72,648.65    |
| D02/02 |       |           |                                |       |       |       |             | AFS       | 9/1/2012    | 75,693.48    | 100.00%      | 78,496.15     | 189.23           | 72,837.88    |
| MBS    | FNMA  | 31418AVK1 | FNMA POOL MA1517               |       | 3.000 |       | 177039341-1 |           | 7/1/2028    | 1,000,000.00 | 1,000,000.00 | 53,529.27     | 52,648.10        | 52,648.10    |
| D02/02 |       |           |                                |       |       |       |             | AFS       | 6/1/2013    | 53,529.27    | 100.00%      | 54,240.00     | 133.82           | 52,781.92    |
| MBS    | FNMA  | 31418BR3  | FNMA POOL MA2655               |       | 4.000 |       | 177020853-1 |           | 6/1/2036    | 410,000.00   | 410,000.00   | 71,751.67     | 66,872.50        | 66,872.50    |
| D02/02 |       |           |                                |       |       |       |             | AFS       | 5/1/2016    | 71,751.67    | 100.00%      | 75,782.80     | 239.17           | 67,111.67    |
| MBS    | FNMA  | 31418DRM6 | FNMA POOL MA4091               |       | 2.000 |       | 177046216-1 |           | 8/1/2030    | 610,000.00   | 610,000.00   | 154,528.63    | 147,735.61       | 147,735.61   |
| D02/02 |       |           |                                |       |       |       |             | AFS       | 7/1/2020    | 154,528.63   | 100.00%      | 151,144.73    | 257.55           | 147,993.16   |
| MBS    | FNMA  | 31418EA83 | FNMA POOL MA4530               |       | 1.500 |       | 177048016-1 |           | 2/1/2032    | 179,142.00   | 167,163.35   | 91,200.98     | 84,875.78        | 84,875.78    |
| D02/02 |       |           |                                |       |       |       |             | AFS       | 1/1/2022    | 97,736.29    | 93.31%       | 87,505.57     | 114.00           | 84,989.78    |
| MUNI   | GO    | 25887CAZ1 | DOUGLAS CNTY NEB S&I #540      |       | 2.250 | NE    | 177039343-1 | Cont      | 1/1/2034    | 120,000.00   | 120,000.00   | 120,000.00    | 96,490.93        | 96,490.93    |
| D02/02 |       |           |                                |       |       |       |             | 100.000   | 1/5/2022    | 120,000.00   | 100.00%      | 120,000.00    | 225.00           | 96,715.93    |
| MUNI   | GO    | 259290EB6 | DOUGLAS CNTY NE SAN & IMPT DIS |       | 3.100 | NE    | 185142828-1 | Contn     | 8/15/2030   | 150,000.00   | 150,000.00   | 150,000.00    | 141,658.96       | 141,658.96   |
| D02/02 |       |           |                                |       |       |       |             | 100.000   | 6/15/2016   | 150,000.00   | 100.00%      | 150,000.00    | 2,144.17         | 143,803.13   |
| MUNI   | GO    | 259292CS7 | DOUGLAS CNTY SAN IMPT DIST 427 |       | 2.700 | NE    | 185142831-1 | Contn     | 11/15/2026  | 280,000.00   | 280,000.00   | 280,000.00    | 276,671.49       | 276,671.49   |
| D02/02 |       |           |                                |       |       |       |             | 100.000   | 11/15/2017  | 280,000.00   | 100.00%      | 280,000.00    | 1,596.00         | 278,267.49   |

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

**Pledged Securities Detail  
July 31, 2025**

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Report Sequence: sgrp, CUSIP, Ticket

| SGrp<br>STyp<br>Loc/PI | CUSIP<br>Description<br>S&P    | Moody | Rate  | State | Ticket-#    | Call Type<br>Next Call Dt<br>Call Price | Maturity Dt<br>Issue Dt<br>Intent | Total Face<br>Total Par | Pledged Face<br>% of Total | Pledge Values |                |                                  |
|------------------------|--------------------------------|-------|-------|-------|-------------|---|-----------------------------------|-------------------------|----------------------------|---------------|----------------|----------------------------------|
|                        |                                |       |       |       |             |   |                                   |                         |                            | Book Value    | Carrying Value | Market Value<br>Collateral Value |
| MUNI                   | 259305DT4                      |       | 2.500 | NE    | 178003667-1 | Cont<br>3/1/2027                        | 3/1/2036                          | 150,000.00              | 150,000.00                 | 150,000.00    | 115,060.19     | 115,060.19                       |
| GO                     | DOUGLAS CNTY NEB S&I #499      |       |       |       |             | 100.000                                 | AFS                               | 150,000.00              | 100.00%                    | 150,000.00    | 1,562.50       | 116,622.69                       |
| MUNI                   | 25930EEB3                      |       | 2.500 | NE    | 178003675-1 | Cont<br>3/15/2027                       | 9/15/2035                         | 260,000.00              | 260,000.00                 | 260,000.00    | 202,792.20     | 202,792.20                       |
| GO                     | DOUGLAS CNTY NEB S&I #441      |       |       |       |             | 100.000                                 | AFS                               | 260,000.00              | 100.00%                    | 260,000.00    | 2,455.56       | 205,247.76                       |
| MUNI                   | 25930TBJ6                      |       | 2.900 | NE    | 184003054-1 | Cont                                    | 11/15/2036                        | 50,000.00               | 50,000.00                  | 50,000.00     | 47,359.72      | 47,359.72                        |
| GO                     | DOUGLAS CNTY NEB SANI & #421   |       |       |       |             | 100.000                                 | AFS                               | 50,000.00               | 100.00%                    | 50,000.00     | 306.11         | 47,665.83                        |
| MUNI                   | 25931BEG7                      |       | 2.750 | NE    | 184010678-1 | Cont<br>5/1/2026                        | 5/1/2035                          | 175,000.00              | 175,000.00                 | 175,000.00    | 139,756.39     | 139,756.39                       |
| GO                     | DOUGLAS CNTY NEB SAN & IMPT DI |       |       |       |             | 100.000                                 | AFS                               | 175,000.00              | 100.00%                    | 175,000.00    | 1,203.13       | 140,969.52                       |
| MUNI                   | 25931LCN2                      |       | 2.700 | NE    | 185142862-1 | Contin                                  | 11/15/2028                        | 170,000.00              | 170,000.00                 | 170,000.00    | 163,091.12     | 163,091.12                       |
| GO                     | DOUGLAS CNTY NE SAN & IMPT     |       |       |       |             | 8/1/2025                                | 11/15/2016                        | 170,000.00              | 100.00%                    | 170,000.00    | 959.00         | 164,060.12                       |
| MUNI                   | 25931YBN1                      |       | 3.500 | NE    | 185142866-1 | Contin                                  | 8/15/2032                         | 50,000.00               | 50,000.00                  | 50,000.00     | 46,239.96      | 46,239.96                        |
| GO                     | DOUGLAS CNTY NE SAN & IMPT     |       |       |       |             | 8/1/2025                                | 7/27/2017                         | 50,000.00               | 50.00%                     | 50,000.00     | 806.94         | 47,096.90                        |
| MUNI                   | 25931VCF7                      |       | 2.350 | NE    | 177020849-1 | Cont                                    | 8/15/2035                         | 100,000.00              | 100,000.00                 | 100,000.00    | 83,728.76      | 83,728.76                        |
| GO                     | DOUGLAS CNTY NEB SAN #471      |       |       |       |             | 2/15/2026                               | 2/19/2021                         | 100,000.00              | 100.00%                    | 100,000.00    | 1,083.61       | 84,812.37                        |
| MUNI                   | 25933BEB6                      |       | 3.000 | NE    | 184003099-1 | Cont                                    | 11/15/2035                        | 150,000.00              | 150,000.00                 | 150,000.00    | 138,519.96     | 138,519.96                       |
| GO                     | DOUGLAS CNTY NEB SAN & IMPT DI |       |       |       |             | 8/1/2025                                | 5/19/2020                         | 150,000.00              | 100.00%                    | 150,000.00    | 950.00         | 139,469.96                       |
| MUNI                   | 25536RBY1                      |       | 2.400 | NE    | 177039345-1 | Cont                                    | 1/15/2039                         | 150,000.00              | 150,000.00                 | 150,000.00    | 100,336.16     | 100,336.16                       |
| GO                     | DOUGLAS CNTY NEB S&I #537      |       |       |       |             | 1/15/2027                               | 1/21/2022                         | 150,000.00              | 100.00%                    | 150,000.00    | 160.00         | 100,496.16                       |
| MUNI                   | 373807CE4                      |       | 1.850 | NE    | 184010461-1 | Cont                                    | 12/15/2035                        | 100,000.00              | 100,000.00                 | 100,000.00    | 76,609.00      | 76,609.00                        |
| REV                    | GERING NEB COMBINED UTILS REV  |       |       |       |             | 4/29/2026                               | 4/29/2021                         | 100,000.00              | 100.00%                    | 100,000.00    | 236.39         | 76,845.39                        |
| MUNI                   | 57973FDD8                      |       | 3.150 | NE    | 185181069-1 | Contin                                  | 12/15/2030                        | 100,000.00              | 100,000.00                 | 100,000.00    | 93,944.69      | 93,944.69                        |
| REV                    | MCCOOK NE PUBLIC PWR DIST      |       |       |       |             | 8/1/2025                                | 8/9/2017                          | 100,000.00              | 100.00%                    | 100,000.00    | 402.50         | 94,347.19                        |

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

**Pledged Securities Detail  
July 31, 2025**

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Report Sequence: sgrp, CUSIP, Ticket

| SGrp | STYP | Loc/Pt | CUSIP Description S&P                    | Moody | Rate  | State | Ticket-P#   | Call Type  | Maturity Dt | Total Face | Pledged Face | Pledge Values |              | Market Value     |
|------|------|--------|--|-------|-------|-------|-------------|------------|-------------|------------|--------------|---------------|--------------|------------------|
|      |      |        |  |       |       |       |             |            |             |            |              | Next Call Dt  | Issue Dt     |                  |
|      |      |        |  |       |       |       |             | Call Prt   | Intent      | Total Par  | % of Total   | Book Value    | Interest Rec | Collateral Value |
| MUNI | GO   | D02/02 | 652810G22 NEWTON IOWA                    |       | 3.000 | IA    | 182011998-1 | Cont       | 6/1/2029    | 185,000.00 | 185,000.00   | 185,000.00    | 181,833.48   | 181,833.48       |
|      |      |        | AA                                       |       |       |       |             | 100.000    | AFS         | 185,000.00 | 100.00%      | 188,356.92    | 925.00       | 182,758.48       |
| MUNI | REV  | D02/02 | 71366YKE9 PERENNIAL PUB PWR DIST NEB ELE |       | 1.800 | NE    | 177020856-1 | Cont       | 12/15/2036  | 210,000.00 | 210,000.00   | 210,000.00    | 170,421.43   | 170,421.43       |
|      |      |        |  |       |       |       |             | 2/17/2026  | 2/17/2021   | 210,000.00 | 100.00%      | 210,000.00    | 483.00       | 170,904.43       |
| MUNI | GO   | D02/02 | 80373YER3 SARPY CNTY NEB S&I #158        |       | 2.800 | NE    | 182012079-1 | Cont       | 10/15/2035  | 150,000.00 | 150,000.00   | 150,000.00    | 124,699.50   | 124,699.50       |
|      |      |        |  |       |       |       |             | 4/15/2027  | 4/19/2022   | 150,000.00 | 100.00%      | 150,000.00    | 1,236.67     | 125,936.17       |
| MUNI | GO   | D02/02 | 80377BK18 SARPY CNTY NEB S&I DIST #264   |       | 2.350 | NE    | 184010680-1 | Cont       | 8/15/2034   | 180,000.00 | 180,000.00   | 180,000.00    | 142,596.08   | 142,596.08       |
|      |      |        |  |       |       |       |             | 5/3/2026   | 5/3/2021    | 180,000.00 | 100.00%      | 180,000.00    | 1,950.50     | 144,546.58       |
| MUNI | GO   | D02/02 | 80377BE2 SARPY CNTY NE SAN & IMPT DIST   |       | 2.800 | NE    | 185187220-1 | Cont       | 11/15/2028  | 85,000.00  | 85,000.00    | 85,000.00     | 81,870.64    | 81,870.64        |
|      |      |        |  |       |       |       |             | 8/1/2025   | 11/15/2016  | 85,000.00  | 100.00%      | 85,000.00     | 502.44       | 82,373.08        |
| MUNI | GO   | D02/02 | 80377BF9 SARPY CNTY NE SAN & IMPT DIST   |       | 2.900 | NE    | 185187221-1 | Cont       | 11/15/2029  | 85,000.00  | 85,000.00    | 85,000.00     | 80,757.32    | 80,757.32        |
|      |      |        |  |       |       |       |             | 8/1/2025   | 11/15/2016  | 85,000.00  | 100.00%      | 85,000.00     | 520.39       | 81,277.71        |
| MUNI | GO   | D02/02 | 80378TEW8 SARPY CNTY NE SAN & IMPT DIST  |       | 3.850 | NE    | 185187230-1 | Cont       | 10/15/2033  | 85,000.00  | 85,000.00    | 85,000.00     | 79,433.83    | 79,433.83        |
|      |      |        |  |       |       |       |             | 8/1/2025   | 4/15/2018   | 85,000.00  | 85,000.00    | 85,000.00     | 963.57       | 80,397.40        |
| MUNI | GO   | D02/02 | 80379AEF5 SARPY CNTY NEB SAN & IMPT #243 |       | 2.700 | NE    | 177011631-1 | Cont       | 8/15/2038   | 290,000.00 | 290,000.00   | 290,000.00    | 204,751.78   | 204,751.78       |
|      |      |        |  |       |       |       |             | 8/15/2025  | 8/19/2020   | 290,000.00 | 100.00%      | 290,000.00    | 3,610.50     | 208,362.28       |
| MUNI | GO   | D02/02 | 80379KEN6 SARPY CNTY NEB SAN & IMPT #272 |       | 2.300 | NE    | 177018881-1 | Cont       | 12/15/2034  | 50,000.00  | 50,000.00    | 50,000.00     | 38,860.84    | 38,860.84        |
|      |      |        |  |       |       |       |             | 12/15/2025 | 1/11/2021   | 50,000.00  | 50,000.00    | 50,000.00     | 146.94       | 39,007.78        |
| MUNI | GO   | D02/02 | 810140LP6 SCOTTS BLUFF CNTY NEB          |       | 2.550 | NE    | 182012068-1 | Cont       | 1/15/2034   | 250,000.00 | 250,000.00   | 250,000.00    | 205,931.37   | 205,931.37       |
|      |      |        |  |       |       |       |             | 4/21/2027  | 4/21/2022   | 250,000.00 | 100.00%      | 250,000.00    | 283.33       | 206,214.70       |
| MUNI | REV  | D02/02 | 818483FG9 SEWARD NE ELEC REV             |       | 2.450 | NE    | 185187557-1 | Cont       | 2/15/2028   | 150,000.00 | 150,000.00   | 150,000.00    | 143,789.38   | 143,789.38       |
|      |      |        |  |       |       |       |             | 8/1/2025   | 6/15/2016   | 150,000.00 | 100.00%      | 150,000.00    | 1,694.58     | 145,483.96       |

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

**Pledged Securities Detail**

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Report Sequence: sgrp, CUSIP, Ticket

July 31, 2025

| SGrp<br>STyp<br>Loc/PI | CUSIP<br>Description<br>S&P   | Moody | Rate  | State | Ticket-#    | Call Type<br>Next Call Dt<br>Call Price | Maturity Dt<br>Issue Dt<br>Intent | Total Face<br>Total Par | Pledged Face<br>% of Total | Pledge Values                |                           | Carrying Value<br>Interest Rec | Market Value<br>Collateral Value |
|------------------------|-------------------------------|-------|-------|-------|-------------|---|-----------------------------------|-------------------------|----------------------------|------------------------------|---------------------------|--------------------------------|----------------------------------|
|                        |                               |       |       |       |             |   |                                   |                         |                            | Book Value                   | Par Value                 |                                |                                  |
| MUNI                   | 886094CD1                     |       | 2.500 | NE    | 184003102-1 | Cont<br>8/1/2025<br>100.000             | 12/15/2035                        | 200,000.00              | 200,000.00                 | 200,000.00                   | 153,996.33                | 153,996.33                     |                                  |
| GO                     | THURSTON CNTY NEB             |       |       |       |             |   | 5/28/2020                         | 200,000.00              | 200,000.00                 | 200,000.00                   | 638.89                    | 154,635.22                     |                                  |
| D02/02                 |                               |       |       |       |             |   | AFS                               |                         | 100.00%                    |                              |                           |                                |                                  |
| TAX                    | 534239FX1                     |       | 3.000 | NE    | 177045043-1 | Cont<br>12/1/2025<br>100.000            | 7/15/2026                         | 100,000.00              | 100,000.00                 | 100,000.00                   | 99,002.13                 | 99,002.13                      |                                  |
| TAXGO                  | LINCOLN NEB                   |       |       |       |             |   | 8/20/2020                         | 100,000.00              | 100,000.00                 | 100,000.00                   | 133.33                    | 99,135.46                      |                                  |
| D02/02                 | AAA                           |       |       |       |             |   | AFS                               |                         | 100.00%                    |                              |                           |                                |                                  |
| TAX                    | 61778RBT8                     |       | 1.937 | NE    | 177020846-1 | Cont<br>12/1/2025<br>100.000            | 12/1/2031                         | 210,000.00              | 210,000.00                 | 210,000.00                   | 176,697.51                | 176,697.51                     |                                  |
| TAXGO                  | MORRILL CNTY NEB SCH DIST #63 |       |       |       |             |   | 2/25/2021                         | 210,000.00              | 210,000.00                 | 210,000.00                   | 677.95                    | 177,375.46                     |                                  |
| D02/02                 | AA                            | A3    |       |       |             |   | AFS                               |                         | 100.00%                    |                              |                           |                                |                                  |
| <b>CITY OF SEWARD</b>  |                               |       |       |       |             |   |                                   |                         | 33,201,805.29              | 6,632,847.50<br>6,668,710.17 | 5,908,388.95<br>33,968.66 | 5,808,388.95<br>5,942,357.61   |                                  |

CASH IN BANK \$4,720,875.71

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# Pledges By Pledgee And Maturity



**Pledged To: CITY TREASURER**

Jones Bank - Seward, NE

**As Of 7/31/2025**

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| Receipt#<br>Safekeeping Location | CUSIP     | ASC 320<br>Maturity | Description<br>Prerefund                | Pool/Type<br>Coupon | Moody<br>S&P | Original Face<br>Pledged Percent | Pledged       |            | Market Value |
|----------------------------------|-----------|---------------------|---|---------------------|--------------|----------------------------------|---------------|------------|--------------|
|                                  |           |                     |   |                     |              |                                  | Original Face | Par        |              |
| COMM: COMMERCE BANK              | 082152CN7 | AFS                 | BENNET VLG -REF NE 26<br>02/15/26       | 0.75                |              | 185,000.00<br>100.00%            | 185,000.00    | 185,000.00 | 181,316.65   |
| COMM: COMMERCE BANK              | 148006EZ8 | AFS                 | CASS CO SD #1 NE 26<br>12/15/26         | 2.35                |              | 200,000.00<br>100.00%            | 200,000.00    | 200,000.00 | 194,214.00   |
| COMM: COMMERCE BANK              | 25932KCL7 | AFS                 | DOUGLAS SID #404-REF NE 27<br>08/15/27  | 1.75                |              | 225,000.00<br>100.00%            | 225,000.00    | 225,000.00 | 219,604.50   |
| COMM: COMMERCE BANK              | 869325CL2 | AFS                 | SUTHERLAND -REF NE 28<br>06/15/28       | 0.95                |              | 140,000.00<br>100.00%            | 140,000.00    | 140,000.00 | 127,603.00   |
| COMM: COMMERCE BANK              | 25932KCM5 | AFS                 | DOUGLAS SID #404-REF NE 28<br>08/15/28  | 1.85                |              | 230,000.00<br>100.00%            | 230,000.00    | 230,000.00 | 221,427.90   |
| COMM: COMMERCE BANK              | 25933AFG6 | AFS                 | DOUGLAS SID #492-REF NE 28<br>08/15/28  | 3.20                |              | 175,000.00<br>100.00%            | 175,000.00    | 175,000.00 | 170,987.25   |
| COMM: COMMERCE BANK              | 123540GD2 | AFS                 | BUTLER CO SD - 0056 NE 28<br>12/15/28   | 1.35                |              | 150,000.00<br>100.00%            | 150,000.00    | 150,000.00 | 135,777.00   |
| COMM: COMMERCE BANK              | 80373YCT1 | AFS                 | SARPY CO SID #158-REF NE 29<br>11/15/29 | 3.10                |              | 155,000.00<br>100.00%            | 155,000.00    | 155,000.00 | 148,634.15   |
| COMM: COMMERCE BANK              | 920340BQ8 | AFS                 | VALPARAISO RURAL FIRE NE 3C<br>07/15/30 | 2.10                |              | 75,000.00<br>100.00%             | 75,000.00     | 75,000.00  | 66,699.75    |
| COMM: COMMERCE BANK              | 486890X92 | AFS                 | KEARNEY NE 30<br>10/15/30               | 2.60                | A+           | 150,000.00<br>100.00%            | 150,000.00    | 150,000.00 | 139,291.50   |
| COMM: COMMERCE BANK              | 0792124W3 | AFS                 | BELLEVUE-REF NE 30<br>12/15/30          | 3.10                |              | 250,000.00<br>100.00%            | 250,000.00    | 250,000.00 | 233,980.00   |
| COMM: COMMERCE BANK              | 751265RA9 | AFS                 | RALSTON-VEHICLE NE 32<br>06/01/32       | 3.70                |              | 300,000.00<br>100.00%            | 300,000.00    | 300,000.00 | 300,093.00   |
| COMM: COMMERCE BANK              | 25932WDR7 | AFS                 | DOUGLAS CO #517 NE 32<br>08/15/32       | 2.70                |              | 235,000.00<br>100.00%            | 235,000.00    | 235,000.00 | 214,931.00   |

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# Pledges By Pledgee And Maturity



**Pledged To: CITY TREASURER**

**Jones Bank - Seward, NE**

As Of 7/31/2025

| Receipt#<br>Safekeeping Location | CUSIP     | ASC 320 | Description<br>Maturity                | Prerefund | Pool/Type<br>Coupon | Moody<br>S&P | Original Face<br>Pledged Percent | Pledged       |            | Market Value |
|----------------------------------|-----------|---------|--|-----------|---------------------|--------------|----------------------------------|---------------|------------|--------------|
|                                  |           |         |  |           |                     |              |                                  | Original Face | Par        |              |
| COMM: COMMERCE BANK              | 661615UB8 | AFS     | N PLATTE-REF NE 32<br>12/15/32         |           | 3.00                | A+           | 200,000.00<br>100.00%            | 200,000.00    | 200,000.00 | 196,802.00   |
| COMM: COMMERCE BANK              | 80378TEW8 | AFS     | SARPY SID #257-REF NE 33<br>10/15/33   |           | 3.85                |              | 250,000.00<br>100.00%            | 250,000.00    | 250,000.00 | 233,595.00   |
| COMM: COMMERCE BANK              | 698864HR9 | AFS     | PAPILLION MUNI FACS NE 33<br>12/15/33  |           | 3.00                | Aa1          | 175,000.00<br>100.00%            | 175,000.00    | 175,000.00 | 161,717.50   |
| COMM: COMMERCE BANK              | 818468BN9 | AFS     | SEWARD-REF NE 33<br>12/15/33           |           | 2.35                | AA           | 400,000.00<br>100.00%            | 400,000.00    | 400,000.00 | 362,692.00   |
| COMM: COMMERCE BANK              | 943776KA1 | AFS     | WAVERLY NE 34<br>06/01/34              |           | 2.95                |              | 335,000.00<br>100.00%            | 335,000.00    | 335,000.00 | 283,822.05   |
| COMM: COMMERCE BANK              | 840372SX5 | AFS     | SOUTH SIOUX CITY-REF NE 36<br>08/01/36 |           | 2.20                |              | 200,000.00<br>100.00%            | 200,000.00    | 200,000.00 | 172,368.00   |
| COMM: COMMERCE BANK              | 25929PDW6 | AFS     | DOUGLAS SID #491-REF NE 36<br>09/15/36 |           | 2.60                |              | 200,000.00<br>100.00%            | 200,000.00    | 200,000.00 | 155,342.00   |
| COMM: COMMERCE BANK              | 80378EDN2 | AFS     | SARPY SID #263-REF NE 36<br>09/15/36   |           | 3.80                |              | 260,000.00<br>100.00%            | 260,000.00    | 260,000.00 | 235,846.00   |
| COMM: COMMERCE BANK              | 98676TCF8 | AFS     | YORK NE-B-REF NE 36<br>10/01/36        |           | 1.85                |              | 200,000.00<br>100.00%            | 200,000.00    | 199,001.38 | 138,122.00   |
| COMM: COMMERCE BANK              | 23087RHC5 | AFS     | CUMING CO-B-REF NE 36<br>12/15/36      |           | 2.00                |              | 250,000.00<br>100.00%            | 250,000.00    | 250,000.00 | 193,942.50   |
| COMM: COMMERCE BANK              | 68905WFK3 | AFS     | OTOE CO NE SD #501-B NE 36<br>12/15/36 |           | 1.70                | Aa2          | 200,000.00<br>100.00%            | 200,000.00    | 200,000.00 | 155,732.00   |
| COMM: COMMERCE BANK              | 80378DT4  | AFS     | SARPY CO SD#46 NE 36<br>12/15/36       |           | 2.00                | AA-          | 200,000.00<br>100.00%            | 200,000.00    | 200,592.73 | 151,378.00   |
| COMM: COMMERCE BANK              | 25938WBX0 | AFS     | DOUGLAS CO SID #562 NE 37<br>06/01/37  |           | 3.85                |              | 320,000.00<br>100.00%            | 320,000.00    | 320,000.00 | 272,496.00   |

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# Pledges By Pledgee And Maturity

BBA

**Pledged To: CITY TREASURER**

**Jones Bank - Seward, NE**

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| Receipt#<br>Safekeeping Location | CUSIP<br>Location          | ASC 320<br>Description<br>Maturity          | Prerefund | Pool/Type<br>Coupon | Moody<br>S&P | Original Face<br>Pledged Percent | Pledged       |            | Market Value |
|----------------------------------|----------------------------|---|-----------|---------------------|--------------|----------------------------------|---------------|------------|--------------|
|                                  |                            |   |           |                     |              |                                  | Original Face | Par        |              |
| COMM: COMMERCE BANK              | 80377XC4<br>COMMERCE BANK  | AFS SARPY CO SID #190-REF NE 37<br>10/15/37 |           | 4.00                |              | 205,000.00<br>100.00%            | 205,000.00    | 205,000.00 | 183,954.70   |
| COMM: COMMERCE BANK              | 25929RCY9<br>COMMERCE BANK | AFS DOUGLAS CO SID #485 NE 38<br>05/15/38   |           | 2.65                |              | 200,000.00<br>100.00%            | 200,000.00    | 200,000.00 | 141,694.00   |
| COMM: COMMERCE BANK              | 25933VBY5<br>COMMERCE BANK | AFS DOUGLAS CO SANTN 559 NE 38<br>06/15/38  |           | 4.10                |              | 165,000.00<br>100.00%            | 165,000.00    | 165,000.00 | 146,609.10   |
| COMM: COMMERCE BANK              | 25932EDK2<br>COMMERCE BANK | AFS DOUGLAS CO SID #438 NE 38<br>08/15/38   |           | 4.20                |              | 250,000.00<br>100.00%            | 250,000.00    | 250,000.00 | 250,080.00   |
| COMM: COMMERCE BANK              | 80373RDR9<br>COMMERCE BANK | AFS SARPY CO DT #220-REF NE 38<br>08/15/38  |           | 4.05                |              | 170,000.00<br>100.00%            | 170,000.00    | 170,000.00 | 156,556.40   |
| COMM: COMMERCE BANK              | 80387LAP3<br>COMMERCE BANK | AFS SARPY CO SAN & IMP DT NE 38<br>08/15/38 |           | 2.75                |              | 290,000.00<br>100.00%            | 290,000.00    | 290,000.00 | 205,998.60   |
| COMM: COMMERCE BANK              | 72778PCU5<br>COMMERCE BANK | AFS PLATTE CO SD #5 NE 38<br>12/15/38       |           | 2.00                | AA-          | 200,000.00<br>100.00%            | 200,000.00    | 200,000.00 | 139,846.00   |
| COMM: COMMERCE BANK              | 80379KDH0<br>COMMERCE BANK | AFS SARPY CO SID #272-REF NE 38<br>12/15/38 |           | 4.40                |              | 215,000.00<br>100.00%            | 215,000.00    | 215,000.00 | 195,731.70   |
| COMM: COMMERCE BANK              | 25934MCK3<br>COMMERCE BANK | AFS DOUGLAS SID #531-REF NE 39<br>01/15/39  |           | 4.35                |              | 200,000.00<br>100.00%            | 200,000.00    | 200,000.00 | 180,668.00   |
| COMM: COMMERCE BANK              | 25936ECH6<br>COMMERCE BANK | AFS DOUGLAS CO SID #561 NE 39<br>01/15/39   |           | 4.35                |              | 180,000.00<br>100.00%            | 180,000.00    | 180,000.00 | 162,601.20   |
| COMM: COMMERCE BANK              | 25930BEE3<br>COMMERCE BANK | AFS DOUGLAS CO SID #504 NE 39<br>08/15/39   |           | 3.40                |              | 215,000.00<br>100.00%            | 215,000.00    | 215,000.00 | 178,097.40   |
| COMM: COMMERCE BANK              | 25931EGP9<br>COMMERCE BANK | AFS DOUGLAS CO SAN #503 NE 39<br>08/15/39   |           | 2.65                |              | 225,000.00<br>100.00%            | 225,000.00    | 225,000.00 | 153,843.75   |
| COMM: COMMERCE BANK              | 80373XBC1<br>COMMERCE BANK | AFS SARPY CO SAN & IMP NT NE 39<br>08/15/39 |           | 2.60                |              | 200,000.00<br>100.00%            | 200,000.00    | 200,000.00 | 135,258.00   |

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# Pledges By Pledgee And Maturity



**Pledged To: CITY TREASURER**

**Jones Bank - Seward, NE**

As Of 7/31/2025

| Receipt#<br>Safekeeping Location | CUSIP     | ASC 320 | Description<br>Maturity                 | Prerefund | Pool/Type | Moody<br>Coupon | S&P | Original Face<br>Pledged Percent | Pledged       |            |            |              |
|----------------------------------|-----------|---------|---|-----------|-----------|-----------------|-----|----------------------------------|---------------|------------|------------|--------------|
|                                  |           |         |   |           |           |                 |     |                                  | Original Face | Par        | Book Value | Market Value |
| COMM: COMMERCE BANK              | 80373YDV5 | AFS     | SARPY CO SID#158-REF NE 39<br>08/15/39  |           |           | 2.95            |     | 190,000.00<br>100.00%            | 190,000.00    | 190,000.00 | 190,000.00 | 166,639.50   |
| COMM: COMMERCE BANK              | 25931BEJ1 | AFS     | DOUGLAS SID #507-REF NE 40<br>05/01/40  |           |           | 3.15            |     | 185,000.00<br>100.00%            | 185,000.00    | 185,000.00 | 185,000.00 | 131,270.45   |
| COMM: COMMERCE BANK              | 25933VDM9 | AFS     | DOUGLAS CO SD #559 NE 40<br>05/15/40    |           |           | 3.40            |     | 175,000.00<br>100.00%            | 175,000.00    | 175,000.00 | 175,000.00 | 158,772.25   |
| COMM: COMMERCE BANK              | 25930LDG7 | AFS     | DOUGLAS CO NE SID#530 NE 40<br>09/15/40 |           |           | 3.00            |     | 150,000.00<br>100.00%            | 150,000.00    | 150,000.00 | 150,000.00 | 114,138.00   |
| COMM: COMMERCE BANK              | 25933EEG9 | AFS     | DOUGLAS CO SAN & IMPT NE 4C<br>11/15/40 |           |           | 3.15            |     | 190,000.00<br>100.00%            | 190,000.00    | 190,000.00 | 190,000.00 | 161,519.00   |
| COMM: COMMERCE BANK              | 80388MBJ3 | AFS     | SARPY CNTY SANITATION NE 4C<br>12/15/40 |           |           | 4.00            |     | 240,000.00<br>100.00%            | 240,000.00    | 240,000.00 | 240,000.00 | 186,643.20   |
| COMM: COMMERCE BANK              | 617775EV9 | AFS     | MORRILL CO NE 41<br>06/15/41            |           |           | 2.25            |     | 240,000.00<br>100.00%            | 240,000.00    | 240,000.00 | 240,000.00 | 147,631.20   |
| COMM: COMMERCE BANK              | 25936EDY8 | AFS     | DOUGLAS CO SID #561 NE 41<br>07/15/41   |           |           | 2.90            |     | 235,000.00<br>100.00%            | 235,000.00    | 235,000.00 | 235,000.00 | 178,329.75   |
| COMM: COMMERCE BANK              | 25939LDA1 | AFS     | DOUGLAS CO SID #567 NE 41<br>07/15/41   |           |           | 2.75            |     | 200,000.00<br>100.00%            | 200,000.00    | 200,000.00 | 200,000.00 | 121,610.00   |
| COMM: COMMERCE BANK              | 25930LDN2 | AFS     | DOUGLAS CO SAN #530 NE 41<br>08/15/41   |           |           | 2.85            |     | 200,000.00<br>100.00%            | 200,000.00    | 200,000.00 | 200,000.00 | 130,678.00   |
| COMM: COMMERCE BANK              | 80379QBT3 | AFS     | SARPY CO NE SAN-REF NE 41<br>08/15/41   |           |           | 2.75            |     | 255,000.00<br>100.00%            | 255,000.00    | 255,000.00 | 255,000.00 | 164,061.90   |
| COMM: COMMERCE BANK              | 80387LAS7 | AFS     | SARPY CO SAN & IMP DT NE 41<br>08/15/41 |           |           | 2.90            |     | 200,000.00<br>100.00%            | 200,000.00    | 200,000.00 | 200,000.00 | 131,680.00   |
| COMM: COMMERCE BANK              | 25938MDE2 | AFS     | DOUGLAS CO SAN & IMPT NE 41<br>09/01/41 |           |           | 2.80            |     | 200,000.00<br>100.00%            | 200,000.00    | 200,000.00 | 200,000.00 | 130,004.00   |

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7/24/2025 5:42 PM - BLA / JNBT

# Pledges By Pledgee And Maturity

BBA

**Pledged To: CITY TREASURER**

**Jones Bank - Seward, NE**

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**As Of 7/31/2025**

| Receipt#<br>Safekeeping Location | CUSIP     | ASC 320 | Description<br>Maturity                 | Preretund | Pool/Type<br>Coupon | Moody<br>S&P | Original Face<br>Pledged Percent | Pledged       |            |            |              |
|----------------------------------|-----------|---------|---|-----------|---------------------|--------------|----------------------------------|---------------|------------|------------|--------------|
|                                  |           |         |   |           |                     |              |                                  | Original Face | Par        | Book Value | Market Value |
| COMM: COMMERCE BANK              | 25933EFW3 | AFS     | DOUGLAS CO NE SAN-B NE 41<br>09/15/41   |           | 2.85                |              | 235,000.00<br>100.00%            | 235,000.00    | 235,000.00 | 235,000.00 | 153,243.50   |
| COMM: COMMERCE BANK              | 25939HCU7 | AFS     | DOUGLAS CO SID#563 NE 41<br>11/15/41    |           | 2.85                |              | 200,000.00<br>100.00%            | 200,000.00    | 200,000.00 | 200,000.00 | 127,552.00   |
| COMM: COMMERCE BANK              | 119483EL5 | AFS     | BUFFALO CO SD #0009 NE 41<br>12/15/41   |           | 2.00                | A1           | 200,000.00<br>100.00%            | 200,000.00    | 200,000.00 | 194,652.71 | 132,750.00   |
| COMM: COMMERCE BANK              | 259327W42 | AFS     | DOUGLAS CO SD #17 NE 41<br>12/15/41     |           | 4.00                | AA           | 250,000.00<br>100.00%            | 250,000.00    | 250,000.00 | 254,774.30 | 235,240.00   |
| COMM: COMMERCE BANK              | 25932XD4  | AFS     | DOUGLAS CO NE SID-REF NE 41<br>12/15/41 |           | 2.75                |              | 250,000.00<br>100.00%            | 250,000.00    | 250,000.00 | 250,000.00 | 188,505.00   |
| COMM: COMMERCE BANK              | 25940KAS4 | AFS     | SID DOUGLAS #596-REF NE 41<br>12/15/41  |           | 2.75                |              | 275,000.00<br>100.00%            | 275,000.00    | 275,000.00 | 275,000.00 | 176,665.50   |
| COMM: COMMERCE BANK              | 808290FV7 | AFS     | SCHUYLER NE 42<br>03/15/42              |           | 2.75                |              | 250,000.00<br>100.00%            | 250,000.00    | 250,000.00 | 250,000.00 | 162,612.50   |
| COMM: COMMERCE BANK              | 80376BN2  | AFS     | SARPY CO SID #334 NE 42<br>05/15/42     |           | 3.70                |              | 215,000.00<br>100.00%            | 215,000.00    | 215,000.00 | 215,000.00 | 168,190.20   |
| COMM: COMMERCE BANK              | 25932XE6  | AFS     | DOUGLAS CO SID #524 NE 42<br>09/15/42   |           | 4.65                |              | 250,000.00<br>100.00%            | 250,000.00    | 250,000.00 | 250,000.00 | 217,490.00   |
| COMM: COMMERCE BANK              | 25929MEM4 | AFS     | DOUGLAS CO SID #405-R NE 42<br>11/15/42 |           | 3.55                |              | 250,000.00<br>100.00%            | 250,000.00    | 250,000.00 | 250,000.00 | 172,285.00   |
| COMM: COMMERCE BANK              | 006058DK4 | AFS     | ADAMS CO NE 42<br>12/15/42              |           | 4.00                | AA-          | 300,000.00<br>100.00%            | 300,000.00    | 300,000.00 | 305,354.39 | 269,250.00   |
| COMM: COMMERCE BANK              | 80387HCA3 | AFS     | SARPY CO SID #304 NE 43<br>05/15/43     |           | 5.00                |              | 200,000.00<br>100.00%            | 200,000.00    | 200,000.00 | 200,000.00 | 170,858.00   |
| COMM: COMMERCE BANK              | 3132DMPY5 | AFS     | FRLMC 30YR<br>03/01/50                  | SD0439    | 3.50                |              | 1,000,000.00<br>100.00%          | 1,000,000.00  | 509,488.45 | 555,107.01 | 456,002.35   |

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7/24/2025 5:42 PM - BLA / JNBT

BBA - Baker Bond Accounting®

**The Baker Group Software Solutions, Inc.**



| TREASURER'S REPORT               |                   | MONTH OF: JULY 2025 |            |                   |                   |                  |  |
|----------------------------------|-------------------|---------------------|------------|-------------------|-------------------|------------------|--|
| VARIANCE AT: 83%                 |                   |                     |            |                   |                   |                  |  |
|                                  | REVENUE           | CURRENT YTD         |            | UNRECEIPTED       | PREVIOUS YTD      | DIFFERENCE       |  |
| DEPARTMENT                       | BUDGET            | REVENUE             | VARIANCE   | BALANCE           | REVENUE           | B/W BUDGET YEARS |  |
| ELECTRIC                         | 15,568,990        | 10,486,710          | 67%        | 5,082,280         | 10,763,643        | (276,933)        |  |
| ELEC BOND PYMT                   |                   |                     |            |                   |                   |                  |  |
| WATER                            | 7,803,000         | 1,994,800           | 26%        | 5,808,200         | 1,859,473         | 135,327          |  |
| WATER BOND PYMTS                 |                   |                     |            |                   |                   |                  |  |
| WATER SINKING FUND               | 20,000            | 20,000              | 100%       | - 0 -             | 20,000            | - 0 -            |  |
| WASTEWATER TREATMENT             | 21,807,388        | 2,475,823           | 11%        | 19,331,565        | 2,144,285         | 331,538          |  |
| WWTW BOND PYMT                   |                   |                     |            |                   |                   |                  |  |
| WWTW SINKING FUND                | 930,000           | 930,000             | 100%       | - 0 -             | 580,000           | 350,000          |  |
| <b>TOTAL BUSINESS-TYPE FUNDS</b> | <b>46,129,378</b> | <b>15,907,333</b>   | <b>34%</b> | <b>30,222,045</b> | <b>15,367,401</b> | <b>539,932</b>   |  |
| GENERAL REVENUES                 | 5,411,339         | 4,305,621           | 80%        | 1,105,718         | 3,804,504         | 501,117          |  |
| POLICE                           | 6,650             | 2,748               | 41%        | 3,902             | 5,157             | (2,409)          |  |
| E911                             | - 0 -             | - 0 -               | 0%         | - 0 -             | - 0 -             | - 0 -            |  |
| POLICE EQUITABLE SHARING         | - 0 -             | - 0 -               | 0%         | - 0 -             | - 0 -             | - 0 -            |  |
| STREET                           | 5,997,066         | 2,341,622           | 39%        | 3,655,444         | 3,191,750         | (850,128)        |  |
| STREET STP FUNDS                 | 190,428           | 190,434             | 100%       | (6)               | 208,807           | (18,373)         |  |
| DEBT SERVICE                     | 596,674           | 599,861             | 101%       | (3,187)           | 838,623           | (238,762)        |  |
| 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            | 36,000              | 75%        | 12,000            | 39,943            | (3,943)          |  |
| LEVEE ACCREDITATION              | 146,250           | - 0 -               | 0%         | 146,250           | - 0 -             | - 0 -            |  |
| CIVIC CENTER                     | 1,729,525         | 1,975,526           | 114%       | (246,001)         | 253,400           | 1,722,126        |  |
| LIBRARY                          | 41,080            | 46,344              | 113%       | (5,264)           | 119,441           | (73,097)         |  |
| PUBLIC PROPERTIES                | 32,000            | 25,159              | 79%        | 6,841             | 27,824            | (2,665)          |  |
| CEMETERY                         | 68,000            | 67,443              | 99%        | 557               | 57,669            | 9,774            |  |
| GOLF COURSE                      | 599,525           | 449,871             | 75%        | 149,654           | 654,104           | (204,233)        |  |
| GUTHMAN TRUST - REGULAR          | 425               | 339                 | 80%        | 86                | 483               | (144)            |  |
| GUTHMAN TRUST - PAVING           | 100               | 118                 | 118%       | (18)              | 270               | (152)            |  |
| PERPETUAL CARE - PRINCIPAL       | 8,250             | 9,600               | 116%       | (1,350)           | 7,350             | 2,250            |  |
| PERPETUAL CARE - INTEREST        | 3,000             | 3,534               | 118%       | (534)             | 3,500             | 34               |  |
| BLDGS & GRDS (OTHER)             | 250               | - 0 -               | 0%         | 250               | 4,616             | (4,616)          |  |
| BLDG INSP/PLAN & ZONING          | 104,450           | 114,876             | 110%       | (10,426)          | 94,723            | 20,153           |  |
| FIRE/EQUIP SINKING FUND          | 509,000           | 658,839             | 129%       | (149,839)         | 222,559           | 436,280          |  |
| TREE BOARD                       | - 0 -             | - 0 -               | 0%         | - 0 -             | - 0 -             | - 0 -            |  |
| ENGINEER                         | 133,663           | - 0 -               | 0%         | - 0 -             | - 0 -             | - 0 -            |  |
| DOWDING POOL /SWIM LESSONS       | 97,000            | 73,483              | 76%        | 23,517            | 114,823           | (41,340)         |  |
| CONCESSION STAND                 | 900               | 900                 | 100%       | - 0 -             | - 0 -             | 900              |  |
| RECREATION/COMPLEX LIGHTS        | 43,075            | 46,376              | 108%       | (3,301)           | 40,020            | 6,356            |  |
| SENIOR CENTER                    | 98,000            | 76,254              | 78%        | 21,746            | 75,747            | 507              |  |
| SENIOR SHUTTLE                   | 4,600             | 3,806               | 83%        | 794               | 3,637             | 169              |  |
| RECYCLING                        | 5,500             | 2,081               | 38%        | 3,419             | 4,937             | (2,856)          |  |
| WELLNESS CENTER                  | 415,000           | 296,881             | 0%         | 118,119           | 12,440            | 284,441          |  |
| ECONOMIC DEVELOPMENT (LB840)     | 279,689           | 271,694             | 97%        | 7,995             | 273,705           | (2,011)          |  |
| CAPITAL IMPROVEMENTS FUND        | 11,161,100        | 4,546,630           | 41%        | 6,614,470         | 929,164           | 3,617,466        |  |
| TAX INCREMENT FINANCING          | 642,906           | 757,515             | 118%       | (114,609)         | 653,330           | 104,185          |  |
| <b>TOTAL GOVERNMENTAL FUNDS</b>  | <b>28,373,445</b> | <b>16,987,706</b>   | <b>60%</b> | <b>11,252,076</b> | <b>11,752,593</b> | <b>5,235,113</b> |  |
| (UNAUDITED)                      |                   |                     |            |                   |                   |                  |  |

| TREASURER'S REPORT               | MONTH OF: JULY 2025 |                   |            |                   |                   |                  |
|----------------------------------|---------------------|-------------------|------------|-------------------|-------------------|------------------|
| VARIANCE AT: 83%                 |                     |                   |            |                   |                   |                  |
|                                  | EXPENDITURES        | CURRENT YTD       |            | UNEXPENDED        | PREVIOUS YTD      | DIFFERENCE       |
| DEPARTMENT                       | BUDGET              | EXPENDITURES      | VARIANCE   | BALANCE           | EXPENDITURES      | B/W BUDGET YEARS |
| ELECTRIC                         | 16,115,995          | 9,120,611         | 57%        | 6,995,384         | 8,830,889         | 289,722          |
| ELEC BOND PYMT                   | 492,108             | 463,935           | 94%        | 28,173            | 463,933           | 2                |
| WATER                            | 6,878,179           | 3,532,603         | 51%        | 3,345,576         | 4,346,680         | (814,077)        |
| WATER BOND PYMTS                 | 357,426             | 357,426           | 100%       | (0)               | 357,379           | 47               |
| WATER SINKING FUND               | 20,000              | 20,000            | 0%         | - 0 -             | - 0 -             | 20,000           |
| WASTEWATER TREATMENT             | 11,824,281          | 1,624,506         | 14%        | 10,199,775        | 1,730,115         | (105,609)        |
| WWTW BOND PYMT                   | 297,193             | 11,546            | 4%         | 285,647           | 11,609            | (63)             |
| WWTW SINKING FUND                | 930,000             | 930,000           | 0%         | - 0 -             | - 0 -             | 930,000          |
| <b>TOTAL BUSINESS-TYPE FUNDS</b> | <b>36,915,182</b>   | <b>16,060,628</b> | <b>44%</b> | <b>20,854,554</b> | <b>15,740,605</b> | <b>320,023</b>   |
| GENERAL EXPENSES                 | 1,362,897           | 1,287,584         | 94%        | 75,313            | 1,931,441         | (643,857)        |
| POLICE                           | 1,952,173           | 1,642,761         | 84%        | 309,412           | 1,456,846         | 185,915          |
| E911                             | 246,299             | 205,249           | 83%        | 41,050            | 235,071           | (29,822)         |
| POLICE EQUITABLE SHARING         | - 0 -               | - 0 -             | 0%         | - 0 -             | - 0 -             | - 0 -            |
| STREET                           | 6,773,162           | 2,371,310         | 35%        | 4,401,852         | 4,509,630         | (2,138,320)      |
| STREET STP FUNDS                 | 190,428             | 178,511           | 94%        | 11,917            | 190,474           | (11,963)         |
| DEBT SERVICE                     | 591,674             | 533,052           | 90%        | 58,622            | 771,770           | (238,718)        |
| RAIL CAMPUS                      | 11,000              | 17,945            | 163%       | (6,945)           | 24,225            | (6,280)          |
| CDBG-DOWNTOWN REVITAL GRANT      | - 0 -               | 84,151            | 0%         | (84,151)          | 110,067           | (25,916)         |
| BLDGS & GRDS (CITY HALL)         | 26,729              | 17,967            | 67%        | 8,762             | 19,876            | (1,909)          |
| LEVEE ACCREDITATION              | 215,000             | 248,239           | 115%       | (33,239)          | 177,484           | 70,755           |
| CIVIC CENTER                     | 1,764,525           | 2,183,193         | 124%       | (418,668)         | 398,221           | 1,784,972        |
| LIBRARY                          | 596,015             | 487,508           | 82%        | 108,507           | 552,331           | (64,823)         |
| PUBLIC PROPERTIES                | 581,959             | 529,691           | 91%        | 52,268            | 454,617           | 75,074           |
| CEMETERY                         | 259,270             | 216,536           | 84%        | 42,734            | 180,972           | 35,564           |
| GOLF COURSE                      | 847,336             | 528,861           | 62%        | 318,475           | 669,452           | (140,591)        |
| GUTHMAN TRUST - REGULAR          | 145                 | 145               | 100%       | - 0 -             | - 0 -             | 145              |
| 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              | 3,492             | 26%        | 9,908             | 4,167             | (675)            |
| BLDG INSP/PLAN & ZONING          | 178,476             | 135,689           | 76%        | 42,787            | 95,296            | 40,393           |
| FIRE/EQUIP SINKING FUND          | 957,256             | 566,145           | 59%        | 391,111           | 241,003           | 325,142          |
| TREE BOARD                       | 12,500              | 2,100             | 17%        | 10,400            | 4,300             | (2,200)          |
| ENGINEER                         | 178,217             | 144,035           | 81%        | - 0 -             | 125,726           | 18,309           |
| DOWDING POOL                     | 267,037             | 198,052           | 74%        | 68,985            | 263,599           | (65,547)         |
| CONCESSION STAND                 | - 0 -               | - 0 -             | 0%         | - 0 -             | - 0 -             | - 0 -            |
| SWIMMING LESSONS                 | 9,689               | 7,324             | 76%        | 2,365             | 4,209             | 3,115            |
| RECREATION/COMPLEX LIGHTS        | 375,354             | 244,122           | 65%        | 131,232           | 287,258           | (43,136)         |
| SENIOR CENTER                    | 226,981             | 170,539           | 75%        | 56,442            | 200,649           | (30,110)         |
| SENIOR SHUTTLE                   | 4,738               | 29,800            | 629%       | (25,062)          | 4,049             | 25,751           |
| RECYCLING                        | 35,059              | 29,800            | 85%        | 5,259             | 50,431            | (20,631)         |
| WELLNESS CENTER                  | 415,001             | 378,043           | 91%        | 36,958            | 82,102            | 295,941          |
| ECONOMIC DEVELOPMENT LB840       | 279,690             | 504,707           | 180%       | (225,017)         | 193,569           | 311,138          |
| CAPITAL IMPROVEMENTS FUND        | 11,100,000          | 4,172,151         | 38%        | 6,927,849         | 232,124           | 3,940,027        |
| TAX INCREMENT FINANCING          | 696,706             | 701,804           | 101%       | (5,098)           | 749,179           | (47,375)         |
| <b>TOTAL GOVERNMENTAL FUNDS</b>  | <b>30,168,716</b>   | <b>17,820,506</b> | <b>59%</b> | <b>12,314,028</b> | <b>14,220,138</b> | <b>3,600,368</b> |
|                                  |                     |                   |            |                   |                   |                  |
|                                  |                     |                   |            | (UNAUDITED)       |                   |                  |

### 3. Claims & Payables Reports

CLAIMS LIST  
8/19/2025  
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

|  |           |           |
|--|-----------|-----------|
| A R S L                                | TR        | 100.00    |
| Ackerman Rock & Gravel Co              | SU        | 5,250.25  |
| AKRS Equipment                         | RE        | 2,758.88  |
| All Copy Products Inc                  | SE        | 16.02     |
| Allo Communications                    | UT        | 569.87    |
| Altec Industries Inc                   | SU        | 4,137.01  |
| Amazon Capital Services Inc            | MAT/AV/SU | 2,287.80  |
| Anthony Hartmann/Hartmann Construction | CI        | 1,210.66  |
| Anthony Rohan                          | MC        | 1,200.00  |
| Aqua-Chem Inc                          | SU        | 413.75    |
| Armor Equipment                        | RE        | 721.13    |
| ARPS                                   | CI        | 21,036.75 |
| Artex Group Inc                        | UN        | 222.00    |
| Awards Unlimited Inc                   | MC        | 55.00     |
| Badger Daylighting Corp                | CI        | 2,154.66  |
| Badger Meter                           | SE        | 380.73    |
| Baker & Taylor                         | MAT       | 2,039.73  |
| Bern's Body Shop                       | RE        | 422.80    |
| BIC Construction LLC                   | CI        | 33,940.00 |
| Bizco Technologies                     | IT        | 2,136.49  |
| Black Hills Energy                     | UT        | 4,224.38  |
| Border States Industries Inc           | INV/RE/SU | 9,511.83  |
| Bound Tree Medical LLC                 | SU        | 161.93    |
| BSN Sports LLC                         | EQ        | 825.40    |
| Callaway Golf                          | SU        | 278.40    |
| Capital Business Systems Inc           | SE        | 17.15     |
| Caselle Inc                            | IT        | 2,952.00  |
| Cash-Wa Distributing Co                | SU        | 532.29    |
| Charter Communications                 | UT        | 433.41    |
| Cindy Voehl                            | RI        | 17.50     |
| City Seward Library Petty Cash         | PF        | 94.99     |

|                                 |          |           |
|---------------------------------|----------|-----------|
| Clark Enersen Partners          | CI       | 4,762.55  |
| Codr Plumbing & Excavating      | BU       | 177.26    |
| Commonwealth Electric Co        | RE       | 806.21    |
| Crouch's Farm & Hardware        | SU/BU/RE | 1,467.99  |
| Culligan of Crete               | BU       | 142.00    |
| Cuttin It Close Lawncare LLC    | GU       | 775.00    |
| Eakes Office Solution           | SU       | 108.41    |
| ECES Inc DBA Campbell Cleaning  | SE       | 402.00    |
| Electronic Contracting Co       | SE       | 1,081.00  |
| Exchange Bank                   | EX       | 3,300.00  |
| Farmers Coop - Seward           | GS/DF    | 7,380.71  |
| Fastenal Company                | SU       | 158.53    |
| G & P Development Landfill      | SE       | 135.40    |
| Geotek Holdings Inc             | INV      | 5,790.00  |
| Gerhold Concrete Co Inc         | SU       | 214.50    |
| Graham Tire                     | RE       | 516.00    |
| Great Plains Communications In  | IT       | 604.72    |
| Hach Company                    | SU       | 441.88    |
| Hamilton Equipment Company      | SU       | 36.26     |
| Hawkins Inc                     | SU       | 2,513.11  |
| Helmlink Printing & Graphic Des | SU       | 1,172.50  |
| Hireright LLC                   | SE       | 159.15    |
| Hobson Automotive               | RE       | 336.70    |
| Husker Electric Supply Co       | SU/MAT   | 5,548.35  |
| Janice Esch                     | MC       | 30.00     |
| Jared Hans                      | RI       | 29.52     |
| K & Z Distributing              | SU       | 152.80    |
| Last Mile Network Cons Gr Llc   | IT       | 62.00     |
| League Ne Municipalities        | AF       | 32,470.00 |
| League Ne Municipalties-Utilit  | AF       | 4,968.00  |
| Lincoln Winwater Works          | CI       | 14,790.12 |
| Matheson Tri-Gas Inc            | SU       | 116.43    |
| Memorial Health-Drug            | PU       | 105.00    |
| Mid-American Benefits Llc       | INS      | 1,754.13  |
| Midlands Contracting Inc Db     | CI       | 33,618.00 |
| Midwest Auto Parts              | SU/RE    | 235.27    |
| Midwest Laboratories Inc        | TE       | 3,259.17  |
| N S A/P O A N Conference        | TR       | 400.00    |
| National Safety Council         | MS       | 549.00    |
| Ne Dept Environment & Energy    | TR       | 150.00    |
| Ne State Fire Marshal Agency    | SE       | 61.00     |
| Nebraska Dept Of Agriculture    | MC       | 4.88      |
| Nebraska Equipment Inc          | RE       | 1,486.63  |
| Nebraska Golf & Turf            | MC       | 510.00    |

|                                       |          |            |
|---------------------------------------|----------|------------|
| Nebraska Library Commission           | MS       | 1,526.30   |
| Nebraska Notary Association           | MC       | 109.32     |
| Nebraska Pub Power-Des Moines         | UT       | 708,465.12 |
| Nick's Farm & Store                   | RE       | 1,723.50   |
| Norma Novotny                         | MC       | 30.00      |
| Norris Public Power District          | UT       | 1,653.43   |
| O C L C Inc                           | AF       | 1,504.80   |
| One Call Concepts Inc                 | SE       | 158.25     |
| One Source Background Check Co        | SE       | 86.00      |
| O'Reilly Automotive Inc               | OI/SU/RE | 306.52     |
| Pac 'N' Save Discount Foods           | ML/SU/BU | 5,311.25   |
| Paper Tiger Shredding                 | SE       | 70.00      |
| PIP                                   | SU       | 2,295.95   |
| Positive Concepts                     | SU       | 230.00     |
| Quality Brands Of Lincoln             | SU       | 1,241.36   |
| Quill Corp                            | SU       | 393.85     |
| R & R Refrigeration DBA Lee's         | BU       | 102.50     |
| Railroad Management/BNSF              | AF       | 2,026.06   |
| Resco                                 | INV/SU   | 72,336.95  |
| Riverside Portables Llc               | SE       | 394.00     |
| Roberty Gadoury                       | MC       | 175.00     |
| Rose Equipment Inc                    | SU       | 697.24     |
| Russel Frazey                         | RI       | 600.00     |
| Sam'S Club/Synchrony Bank             | SU       | 396.95     |
| Seward County Clerk/Reg Deeds         | SE       | 188.00     |
| Seward County Treasurer               | SE       | 20,524.91  |
| Seward Lumber & Home Center           | SU/GU/BU | 811.13     |
| Seward Public Schools                 | MC       | 300.00     |
| Seward Wind Llc                       | UT       | 53,935.07  |
| Short Elliott Hendrickson Inc         | CI       | 40,332.42  |
| Sparetime Lounge & Grill              | ML       | 728.00     |
| State Distributing Co                 | SU       | 908.22     |
| Summit Fire Protection                | SE       | 72.35      |
| Sweet Tea Media Llc                   | PU       | 1,367.40   |
| Transunion Risk & Alternative         | SE       | 75.00      |
| Travis Schaefer DBA Schaefer Concrete | RE       | 5,544.00   |
| Uline                                 | SU       | 229.02     |
| Verizon Financial Services Llc        | UT       | 509.25     |
| Visa - Pinnacle Bank                  |          | 857.06     |
| Demco                                 | SU       | 275.24     |
| Wall Street Journal                   | MAT      | 96.76      |
| Sam's Club                            | SU       | 66.54      |
| WalMart                               | Su       | 174.42     |
| TechSoup                              | IT       | 10.00      |

|                         |        |        |                |
|-------------------------|--------|--------|----------------|
| NextLink                | UT     | 118.12 |                |
| Lincoln Journal Star    | MAT    | 99.99  |                |
| Zoom                    | MC     | 15.99  |                |
| Wesco Distribution Inc  | INV/SU |        | 76,689.86      |
| Windstream Nebraska Inc | UT     |        | 768.48         |
|                         |        |        | \$1,238,559.51 |

#### 4. Police Department Report



*City of Seward*  
**Police Department**  
Chief Brian W. Peters

**Monthly Statistics**  
\_\_\_\_\_ 20 \_\_\_\_\_

|                 |  |
|-----------------|--|
| Service Calls   |  |
| Accidents       |  |
| Arrests         |  |
| Citations       |  |
| Warnings        |  |
| Parking Tickets |  |

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

5. Draft Minutes of August 5, 2025, City Council Meeting

**August 5, 2025**

The Seward City Council met at 7:00 p.m. on Tuesday, August 5, 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, Karl Miller, John Singleton, Matt Stryson, Rich Wergin. Councilmembers absent: Tatum Tonniges, Jessica Kolterman. Other officials present: City Clerk Derek Bargmann, City Attorney's representative Connor Madsen, City Engineer Mike Oneby, Street Superintendent Bob Miers, Building/Zoning & Code Enf. Director Tim Dworak, and Police Sergeant Russell Frazey.

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

**CONSENT AGENDA CONSIDERATION ITEMS**

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

1. Claims & Payables Report (totaling \$1,245,313.27)
2. Report on Recreation Fees – Golf Event on July 18, 2025
3. Draft Minutes of July 15, 2025, City Council Meeting

Aye: Francescato, Kahler, Miller, Singleton, Stryson, Wergin.

Nay: None. Absent: Tonniges, Kolterman. Motion carried.

**ADMINISTRATIVE ITEMS**

**1. CONSIDERATION OF A SEWARD FOUNDATION APPLICATION: SEWARD IMAGINATION LIBRARY – SEWARD KIWANIS CLUB - \$2,500**

Seward Kiwanis representative Earl Pierce informed the Council on Dolly Parton's Imagination Library. While the books are free, the local organization needs to cover the cost of postage, thus is looking for funding sources. Current cost is expected to be \$30.00 per child per year.

Councilmember Singleton moved, seconded by Councilmember Francescato, to forward the application to the Seward Foundation as presented.

Aye: Francescato, Kahler, Miller, Singleton, Stryson, Wergin.

Nay: None. Absent: Tonniges, Kolterman. Motion carried.

**2. CONSIDERATION OF A VOLUNTARY ANNEXATION REQUEST (SECOND READING) FOR LOT 1 MEYCO SUBDIVISION PUD AND THE REMAINING PORTIONS OF SEWARD RAIL CAMPUS FIRST ADDITION CORRECTED PLAT AND SEWARD RAIL CAMPUS PUD SECOND ADDITION**

Mayor Eickmeier read the ordinance for the second time. The final reading and consideration of action is expected at the August 19<sup>th</sup> meeting.

**3. CONSIDERATION OF A RESOLUTION TO DESIGNATE A CROSSWALK ON WAVERLY ROAD, 163' EAST OF THE EAST CURB LINE OF EATON DRUMMER BOULEVARD, RUNNING NORTH TO SOUTH**

Mr. Miers noted a lighted crosswalk is expected to be installed to assist pedestrians in safely crossing Waverly Road. Additionally, the biking/walking trail is currently being constructed from Karol Kay Boulevard to Columbia Avenue on the south side of the road to improve safety for all.

Councilmember Singleton introduced **Resolution No. 2025-26**. Councilmember Wergin moved, seconded by Councilmember Kahler, to approve the resolution as presented.

Aye: Francescato, Kahler, Miller, Singleton, Stryson, Wergin.

Nay: None. Absent: Tonniges, Kolterman. Motion carried.

**4. CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES WITH THE SCHEMMER ASSOCIATES FOR THE SEWARD RECYCLING CENTER SLOPE STABILIZATION PROJECT**

City Engineer Oneby denoted the revised plan is to provide a gentle slope over the existing parking lot and carboard shed. The City would then place containers for recyclables. The project is expected later this fall.

Councilmember Stryson moved, seconded by Councilmember Singleton, to approve a professional services agreement with Schemmer Associates for the Seward Recycling Center Slope Stabilization Project.

Aye: Francescato, Kahler, Miller, Singleton, Stryson, Wergin.

Nay: None. Absent: Tonniges, Kolterman. Motion carried.

**August 5, 2025**

**5. CONSIDERATION OF AN ORDINANCE TO RATIFY ALL ACTIONS TAKEN DURING THE JULY 2025 MEETINGS**

City Clerk Bargmann noted at the recommendation of bond counsel, Mike Rogers of Gilmore & Bell, to create ordinance to ratify actions since Nebraska Press Association did not post notices of the meetings as per the Nebraska Open Meetings Act. Mayor Eickmeier identified the ordinance was a failsafe to ensure compliance with the Act.

Councilmember Wergin introduced Ordinance No. 2025-22. Councilmember Francescato moved, seconded by Councilmember Kahler, to dispense with the statutory rule.

Aye: Francescato, Kahler, Miller, Singleton, Stryson, Wergin.

Nay: None. Absent: Tonniges, Kolterman. Motion carried.

Councilmember Stryson moved, seconded by Councilmember Francescato, 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. 2025-22, AN ORDINANCE MAKING CERTAIN FINDINGS AND DETERMINATIONS; TO RATIFY ACTION TAKEN AT THE JULY 1, 2025 AND JULY 15, 2025, SEWARD CITY COUNCIL MEETINGS; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.**

Aye: Francescato, Kahler, Miller, Singleton, Stryson, Wergin.

Nay: None. Absent: Tonniges, Kolterman. Motion carried.

Councilmember Singleton moved, seconded by Councilmember Wergin, that all ordinances be added to the permanent record.

Aye: Francescato, Kahler, Miller, Singleton, Stryson, Wergin.

Nay: None. Absent: Tonniges, Kolterman. Motion carried.

**6. CONSIDERATION OF A FARM LEASE WITH GADE FARMS, LLC, FOR THE TRANSPORTATION AND APPLICATION OF THE CITY'S WASTEWATER/SLUDGE**

Mr. Bargmann explained the exchange between Gade Farms, LLC and the City for wastewater/sludge disposal from the Wastewater Treatment Plant and leased farm ground as mutually beneficial for both parties.

Councilmember Singleton moved, seconded by Councilmember Stryson, to approve the farm lease with Gade Farms, LLC.

Aye: Francescato, Kahler, Miller, Singleton, Stryson, Wergin.

Nay: None. Absent: Tonniges, Kolterman. Motion carried.

**7. CONSIDERATION OF A REQUEST FROM SEWARD COUNTY BRIDGES TO ALLOW FOR THE SALE AND CONSUMPTION OF ALCOHOLIC BEVERAGES ON CITY PROPERTY (SAND VOLLEYBALL COURTS AT PLUM CREEK PARK) FOR AN EVENT HELD BY THE SEWARD COUNTY YOUNG PROFESSIONALS GROUP ON SEPTEMBER 6, 2025**

Colin Hain from Seward County Young Professionals group noted they were seeking approval for alcohol on City property for a private event. The event would only be open to those of legal drinking age with a fenced in area around volleyball courts.

Councilmember Stryson moved, seconded by Councilmember Singleton, to approve the request of the Seward County Young Professionals request for consumption of alcohol on City premises as stated.

Aye: Francescato, Kahler, Miller, Singleton, Stryson, Wergin.

Nay: None. Absent: Tonniges, Kolterman. Motion carried.

**CITY ADMINISTRATOR'S REPORT**

Councilmember Wergin moved, seconded by Councilmember Francescato, that the City Administrator's report of August 5, 2025, be accepted.

Aye: Francescato, Kahler, Miller, Singleton, Stryson, Wergin.

Nay: None. Absent: Tonniges, Kolterman. Motion carried.

**MOTION TO ADJOURN**

Councilmember Singleton moved, seconded by Councilmember Kahler, that the August 5, 2025, City Council Meeting be adjourned.

Aye: Francescato, Kahler, Miller, Singleton, Stryson, Wergin.

Nay: None. Absent: Tonniges, Kolterman. Motion carried.

Adjourned approximately 7:25 p.m.

**August 5, 2025**

THE CITY OF SEWARD, NEBRASKA

---

Joshua Eickmeier, Mayor

---

Derek Bargmann, City Clerk

**PUBLIC HEARINGS**

1. Public Hearing - 7:00 PM - Consideration of an Ordinance Approving the Preliminary and Final Plat of Bluff Road Acres 2nd Addition, A Replat of Lots 7 & 8 Bluff Road Acres - Building/Zoning & Code Enf. Director Dworak

Return To:  
City of Seward  
PO BOX 38  
Seward, NE 68434

ORDINANCE NO. 2025-23

AN ORDINANCE TO APPROVE THE PLAT ENTITLED "BLUFF ROAD ACRES 2<sup>ND</sup> ADDITION", A PLAT OF LAND LOCATED IN THE NORTH HALF OF NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6<sup>TH</sup> P.M., SEWARD COUNTY, NEBRASKA," AS HEREINAFTER SET FORTH; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

**Section 1.** Plat and Dedication Approved. The Plat and dedication of the following described real estate is hereby approved:

A REPLAT OF LOTS 7 AND 8 OF BLUFF ROAD ACRES, A SUBDIVISION IN THE N 1/2 OF THE NW 1/4 OF SECTION 23, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH P.M., SEWARD COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SW CORNER OF THE N 1/2 OF THE NW 1/4 OF SAID SECTION 23, THENCE ON THE WEST LINE OF THE NW 1/4 OF SAID SECTION 23, N00°07'03"E A DISTANCE OF 702.50 FEET TO THE SW CORNER OF LOT 1 OF SAID BLUFF ROAD ACRES; THENCE ON THE SOUTH LINE OF LOTS 1 THRU 6 OF BLUFF ROAD ACRES, S89°41'34"E A DISTANCE OF 2178.55 FEET TO THE SE CORNER OF LOT 6 OF SAID BLUFF ROAD ACRES; THENCE ON THE EAST LINE OF LOT 6 OF SAID BLUFF ROAD ACRES, N00°07'03"E A DISTANCE OF 620.85 FEET TO THE NORTH LINE OF THE NW 1/4 OF SAID SECTION 23; THENCE ON THE NORTH LINE OF THE NW 1/4 OF SAID SECTION 23, S89°41'34"E A DISTANCE OF 454.47 FEET TO THE NE CORNER OF THE NW 1/4 OF SAID SECTION 23; THENCE ON THE EAST LINE OF THE NW 1/4 OF SAID SECTION 23, S00°01'04"W A DISTANCE OF 1322.77 FEET TO THE SE CORNER OF THE N 1/2 OF THE NW 1/4 OF SAID SECTION 23; THENCE ON THE SOUTH LINE OF THE N 1/2 OF THE NW 1/4 OF SAID SECTION 23, N89°42'20"W A DISTANCE OF 2635.32 FEET TO THE SW CORNER OF THE N 1/2 OF THE NW 1/4 OF SAID SECTION 23 AND THE POINT OF BEGINNING. SAID TRACT OF LAND, (BLUFF ROAD ACRES 2ND ADDITION) CONTAINS 2,132,573.18 SQFT OR 48.96 ACRES MORE OR LESS, OF WHICH 38,180.45

SQFT OR 0.88 ACRES OR LESS, IS SUBJECT TO COUNTY ROAD RIGHT OF WAY, AND IS SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.

**Section 2.** Plat Designated. The plat of said real estate is hereby designated as "Bluff Road Acres 2<sup>nd</sup> Addition", Seward County, Nebraska."

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

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

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

THE CITY OF SEWARD, NEBRASKA

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

Attest:

\_\_\_\_\_  
Derek Bargmann  
City Clerk

City of Seward Planning Commission  
142 N 7<sup>th</sup> St, Seward, NE 68434

Staff Report

Tim Dworak, Building/Zoning &  
Code Enforcement Director

402-643-2928 opt 3 opt 1

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**APPLICATION TYPE**

Major Subdivision Application

**FINAL ACTION?**

**DEVELOPER/OWNER**

Kayton Development LLC & Bash Investments/  
Thomas Kayton

**PC HEARING DATE**

August 11, 2025

**RELATED APPLICATIONS**

**PROPERTY ADDRESS, ZONING DISTRICT/USE**

252<sup>nd</sup> & Bluff Rd, RR, Residential

**ADJACENT ZONING DISTRICTS/USE:**

North, RR, Residential – Rueben Lopez, Joshua & Kelsey Maurer, Darren & Alissa Wright, Steven & Teresa Plamann, Scott & Justine Hahn

East, AG, Agriculture – Leon & Becky Baker

South, AG, Agriculture – Jones Farms, Inc (David Jones)

West, RR, Single Family – Charles & Constance Ore, Joel & Gina Germer

**BRIEF SUMMARY OF REQUEST:**

A Major Subdivision preliminary and final plat review of lots Bluff Road Acres.2<sup>nd</sup> Addition. A 9 lot development for the purpose of single family rural residential living.



**APPLICATION CONTACT**

Thomas Kayton, [REDACTED]

1267 280<sup>th</sup> Rd, Seward, NE 68434

## **COMPATIBILITY WITH THE COMPREHENSIVE PLAN**

The proposed site is not addressed by the comp plan.

## **ANALYSIS**

This is an application to subdivide 48.96 acres into 9 Rural Residential lots at the southeast corner of 252<sup>nd</sup> Road and Bluff Road in the ETJ (Extra Territorial Jurisdiction).

The property is not served by City utilities and does not require the extension of utilities or streets. There will be an access road along the south side of the development to be named East Lincoln Lane to serve as access to the lots. Individual sewage and water systems would require permits from Nebraska Department of Water, Energy, and Environment for such work. Storm drainage for rural properties is done overland.

The platted lots meet the minimum requirements for lots in a RR (Rural Residential) zoning district.

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.

Approved to recommend with a vote of 6 yes, 2 no.

## **APPROXIMATE LAND AREA:**

48.96 acres or 2,132,573.18 square feet +/-

## **LEGAL DESCRIPTION:**

"BLUFF ROAD ACRES 2ND ADDITION" BEING COMPRISED OF LOTS 1 THROUGH 10.

A REPLAT OF LOTS 7 AND 8 OF BLUFF ROAD ACRES, A SUBDIVISION IN THE N 1/2 OF THE NW 1/4 OF SECTION 23, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH P.M., SEWARD COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SW COR OF THE N 1/2 OF THE NW 1/4 OF SAID SECTION 23, THENCE ON THE WEST LINE OF THE NW 1/4 OF SAID SECTION 23, N00°07'03"E A DISTANCE OF 702.50 FEET TO THE SW COR OF LOT 1 OF SAID BLUFF ROAD ACRES; THENCE ON THE SOUTH LINE OF LOTS 1 THRU 6 OF BLUFF ROAD ACRES, S89°41'34"E A DISTANCE OF 2178.55 FEET TO THE SE COR OF LOT 6 OF SAID BLUFF ROAD ACRES; THENCE ON THE EAST LINE OF LOT 6 OF SAID BLUFF ROAD ACRES, N00°07'03"E A DISTANCE OF 620.85 FEE TO THE NORTH LINE OF THE NW 1/4 OF SAID SECTION 23; THENCE ON THE NORTH LINE OF THE NW 1/4 OF SAID SECTION 23, S89°41'34"E A DISTANCE OF 454.47 FEET TO THE NE COR OF THE NW 1/4 OF SAID SECTIO 23; THENCE ON THE EAST LINE OF THE NW 1/4 OF SAID SECTION 23, S00°01'04"W A DISTANCE OF 1322.77 FEET TO THE SE COR OF THE N 1/2 OF THE NW 1/4 OF SAID SECTION 23; THENCE ON THE SOUTH LINE OF THE N 1/2 OF THE NW 1/4 OF SAID SECTION 23, N89°42'20"W A DISTANCE OF 2635.32 FEET TO THE SW CO OF THE N 1/2 OF THE NW 1/4 OF SAID SECTION 23 AND THE POINT OF BEGINNING. SAID TRACT OF LAND, (BLUFF ROAD ACRES 2ND ADDITION) CONTAINS 2,132,573.18 SQFT OR

48.96 ACRES MORE OR LESS, OF WHICH 38,180.45 SQFT OR 0.88 ACRES OR LESS, IS SUBJECT TO COUNTY ROAD RIGHT OF WAY, AND IS SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.

A

Prepared by

Tim Dworak

City of Seward Building - Zoning - Code Enforcement Director



City of Seward Planning Commission  
Major Subdivision Application

Application 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.

Date: 7/14/2025 Preliminary Plat Fee: \$400 + \$40 per Lot: 360 + Notification Fee: \$100 = Amount Due: 860  
~~\$500~~

Owner/Developer: Kaylon Development LLC/ Bash Investments LLC Address: 2457 Bluff Road and 1582 252nd Road  
 Email: [Redacted] Phone: [Redacted]  
 Legal Description: Bluff Road Acres Lot 7 & 8 Subdivision: Bluff Road Acres 2nd Addition  
 Project Engineer: Paul Catlett Number of Lots: 9  
 Present Zoning: Rural Residential Requested Zoning: NA

|                                 |   |  |  |
|---------------------------------|---|--|--|
| Within City Limits              | Yes <input type="checkbox"/>            | No <input checked="" type="checkbox"/> | NA <input type="checkbox"/>            |
| Adjacent to City Limits         | Yes <input type="checkbox"/>            | No <input checked="" type="checkbox"/> | NA <input type="checkbox"/>            |
| Within 2 Mile Area              | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/>            | NA <input type="checkbox"/>            |
| Annexation Requested            | Yes <input type="checkbox"/>            | No <input checked="" type="checkbox"/> | NA <input type="checkbox"/>            |
| Subdivision Agreement Submitted | Yes <input type="checkbox"/>            | No <input type="checkbox"/>            | NA <input checked="" type="checkbox"/> |
| Performance Bond Required       | Yes <input type="checkbox"/>            | No <input type="checkbox"/>            | NA <input checked="" type="checkbox"/> |

Signed by Developer: [Signature]  
[Signature] Preliminary Plat Review

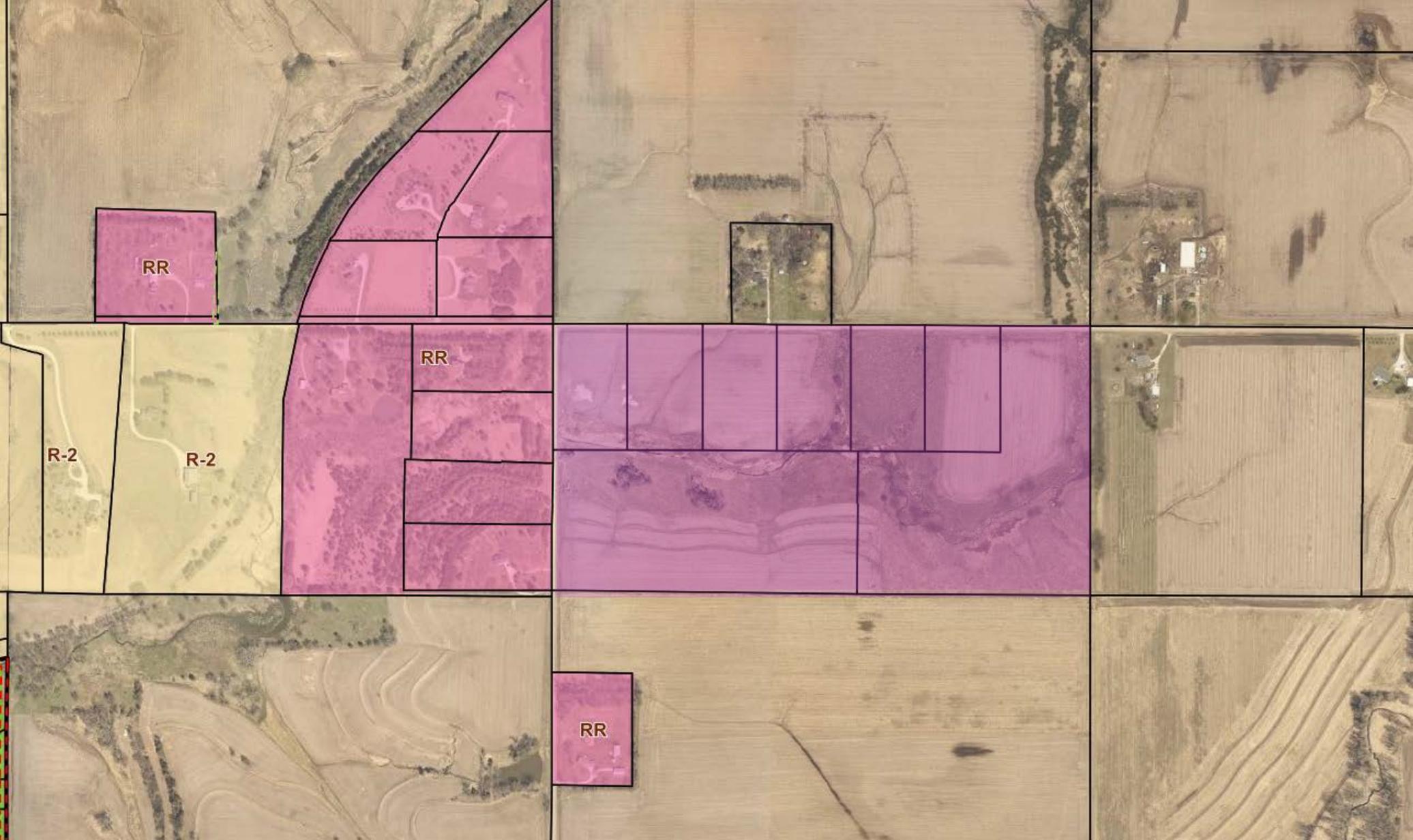
|   |                                       |
|---|---------------------------------------|
| <u>Staff Review</u>                             | <u>Agency Review</u>                  |
| Electric Dept <input type="checkbox"/>          | Cable TV <input type="checkbox"/>     |
| Street Dept <input checked="" type="checkbox"/> | Gas Co <input type="checkbox"/>       |
| Police Dept <input type="checkbox"/>            | Phone Co <input type="checkbox"/>     |
| Park/Rec Dept <input type="checkbox"/>          | School Board <input type="checkbox"/> |
|   | County P.C. <input type="checkbox"/>  |

Final Plat Fee: \$100 + \$10 per Lot: 90 + Filing Fee: 28 = Amount Due: 218  
~~\$100~~

Aid to Construction for Electric Department per Resolution No. 2015-25  
 Developer Fee \$400 Per Lot : \_\_\_\_\_ Developer Fees - \$4 per foot of electrical line installation: \_\_\_\_\_

Neighborhood Park Dedication/Fees In Lieu Of (City of Seward Unified Land Development Ord. 410-41.5) See ULDO Article 41, Public Improvements & Infrastructure, 410-41.5 Section B, Parks and Reservations, to determine land or cash donation: \_\_\_\_\_ Total Amount Due: \$1078  
~~\$600.00~~

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



RR

RR

RR

R-2

R-2

RR

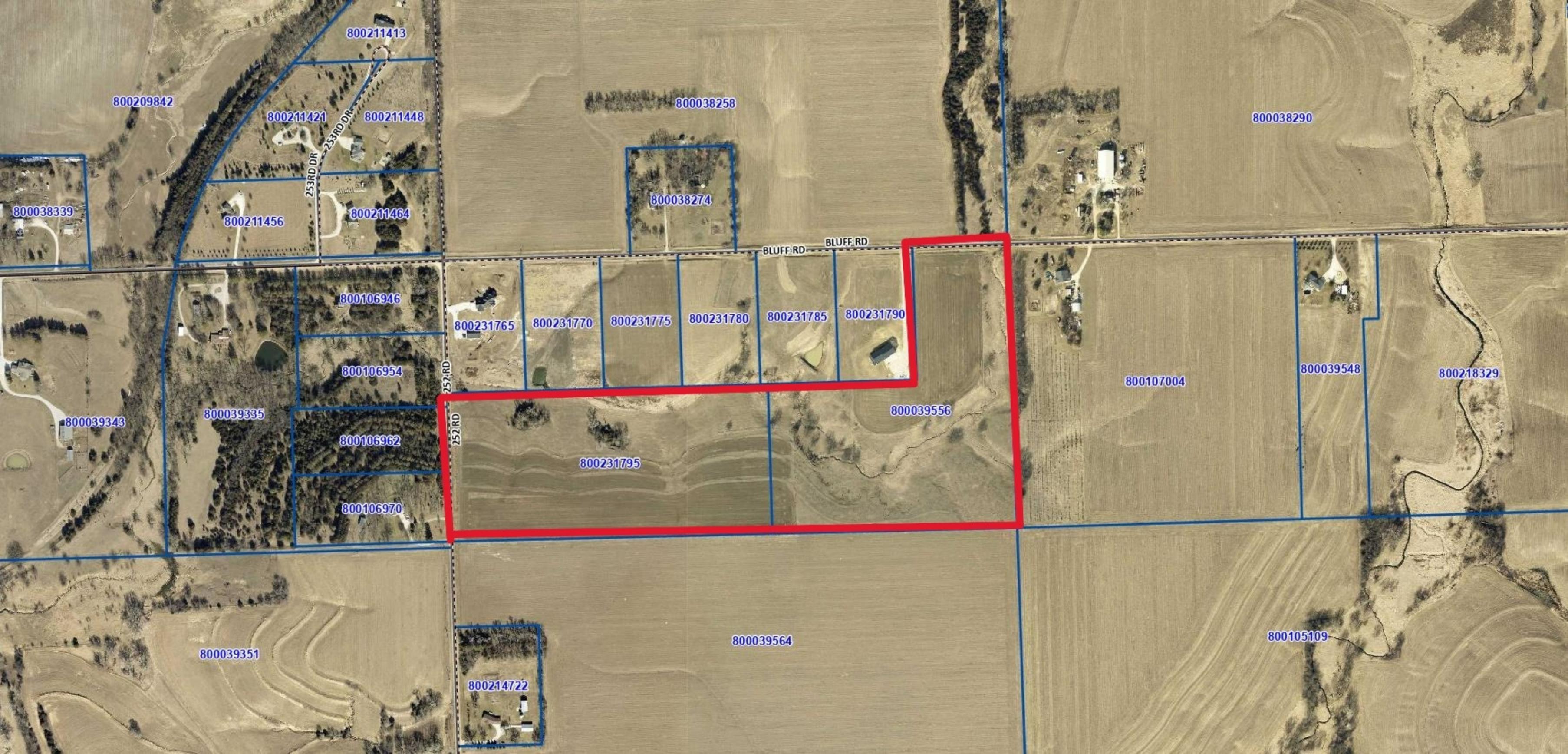
RR

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BLUFF RD

800106946

800231765

800231770

800231775

800231780

800231785

800231790

800106954

252 RD

800107004

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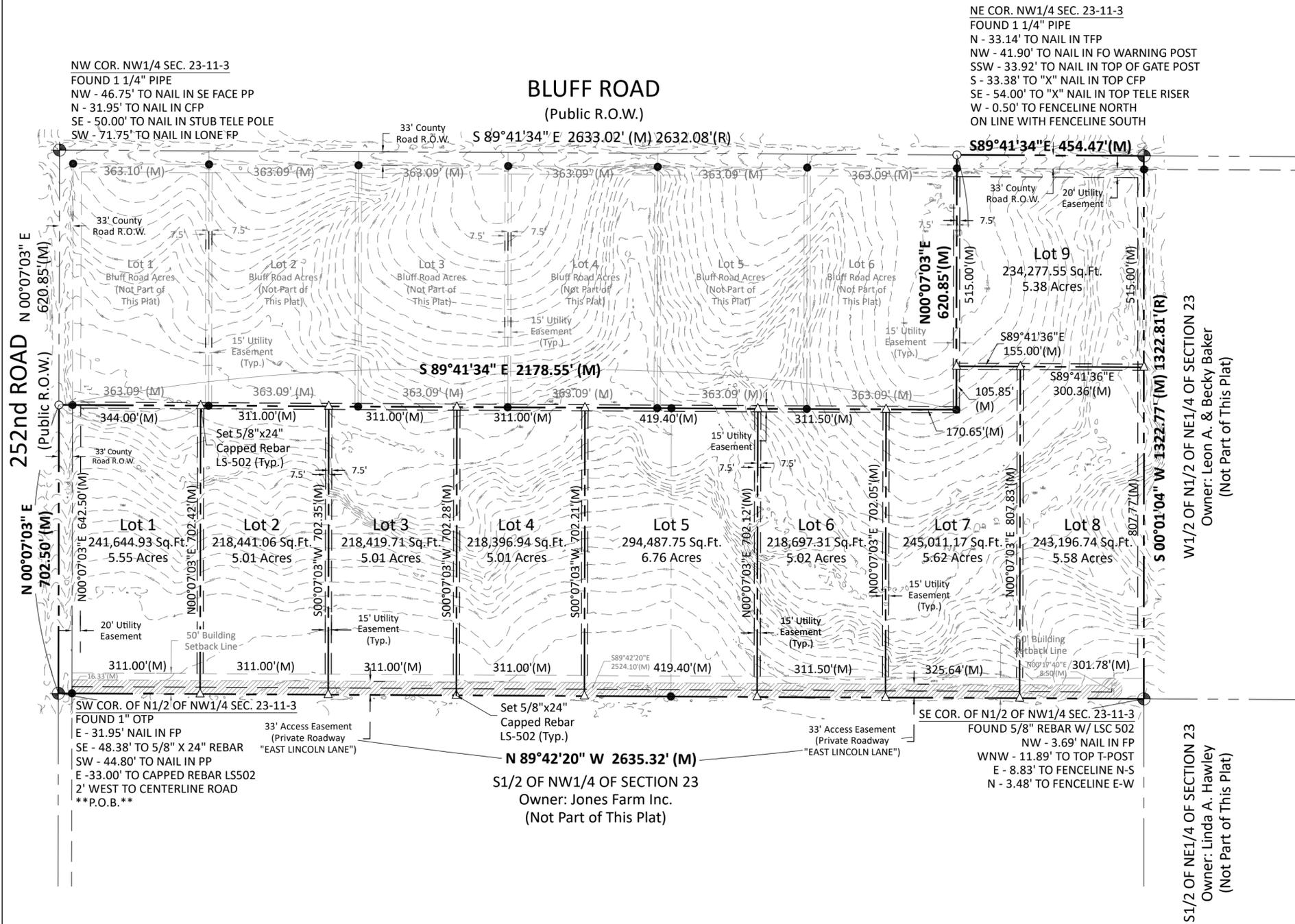
800039564

800105109

# BLUFF ROAD ACRES 2ND ADDITION PRELIMINARY PLAT

A REPLAT OF LOTS 7 AND 8, BLUFF ROAD ACRES, LOCATED IN THE N 1/2 OF THE  
NW 1/4 SEC. 23, T11N, R03E, 6TH P.M. SEWARD COUNTY, NEBRASKA

## BLUFF ROAD (Public R.O.W.)



NE COR. NW1/4 SEC. 23-11-3  
FOUND 1 1/4" PIPE  
N - 33.14' TO NAIL IN TFP  
NW - 41.90' TO NAIL IN FO WARNING POST  
SSW - 33.92' TO NAIL IN TOP OF GATE POST  
S - 33.38' TO "X" NAIL IN TOP CFP  
SE - 54.00' TO "X" NAIL IN TOP TELE RISER  
W - 0.50' TO FENCELINE NORTH  
ON LINE WITH FENCELINE SOUTH

### SURVEYOR'S CERTIFICATE / LEGAL DESCRIPTION

I HEREBY CERTIFY THAT I HAVE ACCURATELY SURVEYED AND STAKED THE FOREGOING PLAT TO BE KNOWN AS "BLUFF ROAD ACRES 2ND ADDITION" BEING COMPRISED OF LOTS 1 THROUGH 10.  
A REPLAT OF LOTS 7 AND 8 OF BLUFF ROAD ACRES, A SUBDIVISION IN THE N 1/2 OF THE NW 1/4 OF SECTION 23, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH P.M., SEWARD COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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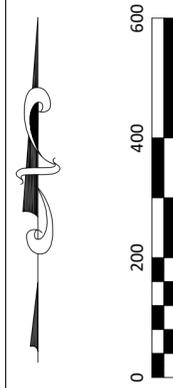
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I, THOMAS CATLETT, HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, REGISTERED IN COMPLIANCE WITH THE LAWS OF THE STATE OF NEBRASKA, THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY CONDUCTED BY ME OR UNDER MY DIRECT SUPERVISION. PERMANENT MARKERS HAVE BEEN FOUND OR SET AT ALL BOUNDARY CORNERS AND LOT CORNERS AS SHOWN ON THE FINAL PLAT. ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMALS OF A FOOT.

SIGNED THIS 28th DAY OF July, 2025.

*Thomas B. Catlett*

THOMAS B. CATLETT  
CATLETT SURVEYING  
13650 S. 150TH COURT  
BENNETT, NE 68317



- LEGEND**
- ▲ - SET 5/8"x24" CAPPED REBAR (LS502) CTP - CRIMPED TOP PIPE
  - - SECTION CORNER (AS NOTED) OTP - OPEN TOP PIPE
  - - FOUND SURVEY POINT (AS NOTED) M - MEASURED DISTANCE
  - - CALCULATED SURVEY POINT R - RECORDED DISTANCE
  - BOUNDARY LINE C - CALCULATED DISTANCE

**BLUFF ROAD ACRES 2ND ADDITION  
PRELIMINARY PLAT**  
A REPLAT OF LOTS 7 AND 8, BLUFF ROAD ACRES, LOCATED IN THE N 1/2 OF THE  
NW 1/4 SEC. 23, T11N, R03E, 6TH P.M. SEWARD COUNTY, NEBRASKA

**CATLETT**  
LAND SURVEYING  
BENNETT, NEBRASKA  
402-274-7525 - 402-217-5816  
WWW.CATLETTSURVEYING.COM

**APPROVAL OF THE CITY OF SEWARD PLANNING COMMISSION:**  
THE FOREGOING PLAT "BLUFF ROAD ACRES 2ND ADDITION" HAS BEEN SUBMITTED TO AND WAS APPROVED BY THE SEWARD PLANNING COMMISSION ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

CHAIRPERSON \_\_\_\_\_  
SECRETARY OF PLANNING COMMISSION \_\_\_\_\_

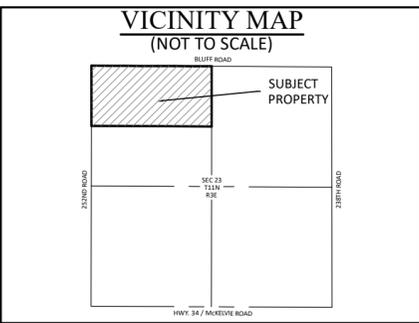
**APPROVAL OF THE CITY OF SEWARD ZONING ADMINISTRATOR:**  
THE FOREGOING PLAT "BLUFF ROAD ACRES 2ND ADDITION" HAS BEEN SUBMITTED TO AND WAS APPROVED BY THE SEWARD ZONING ADMINISTRATOR ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

SEWARD ZONING ADMINISTRATOR \_\_\_\_\_

**APPROVAL OF THE SEWARD CITY COUNCIL:**  
THE FOREGOING PLAT "BLUFF ROAD ACRES 2ND ADDITION" HAS BEEN SUBMITTED TO AND WAS APPROVED BY THE SEWARD CITY COUNCIL ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

MAYOR \_\_\_\_\_  
ATTEST : CITY CLERK \_\_\_\_\_

**ZONING INFORMATION:**  
PRESENT ZONING OF SUBJECT TRACTS IS "RR-RURAL RESIDENTIAL".  
SETBACKS FOR "RR-RURAL RESIDENTIAL" ARE :  
FRONT/STREET SIDE YARD/REAR YARD : 50 FT.  
SIDE YARD : 25 FEET



# BLUFF ROAD ACRES 2ND ADDITION FINAL PLAT

A REPLAT OF LOTS 7 AND 8, BLUFF ROAD ACRES, LOCATED IN THE N 1/2 OF THE NW 1/4 SEC. 23, T11N, R03E, 6TH P.M. SEWARD COUNTY, NEBRASKA

NE COR. NW1/4 SEC. 23-11-3  
FOUND 1 1/4" PIPE  
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NW - 41.90' TO NAIL IN FO WARNING POST  
SSW - 33.92' TO NAIL IN TOP OF GATE POST  
S - 33.38' TO "X" NAIL IN TOP CFP  
SE - 54.00' TO "X" NAIL IN TOP TELE RISER  
W - 0.50' TO FENCELINE NORTH  
ON LINE WITH FENCELINE SOUTH

## SURVEYOR'S CERTIFICATE / LEGAL DESCRIPTION

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I, THOMAS CATLETT, HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, REGISTERED IN COMPLIANCE WITH THE LAWS OF THE STATE OF NEBRASKA, THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY CONDUCTED BY ME OR UNDER MY DIRECT SUPERVISION. PERMANENT MARKERS HAVE BEEN FOUND OR SET AT ALL BOUNDARY CORNERS AND LOT CORNERS AS SHOWN ON THE FINAL PLAT. ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMALS OF A FOOT.

SIGNED THIS 28th DAY OF July, 2025.

*Thomas B. Catlett*

THOMAS B. CATLETT L.S. #502  
CATLETT SURVEYING  
13650 S. 150TH COURT  
BENNET, NE 68317



## OWNERSHIP CERTIFICATE:

I/WE, THE UNDERSIGNED, **KAYTON DEVELOPMENT, LLC AND BASH INVESTMENTS, LLC, (THOMAS KAYTON AND BROCK HENDERSON, MANAGING PARTNERS, RESPECTIVELY)**, OWNER(S) OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN DO HEREBY CERTIFY THAT WE HAVE LAID OUT, PLATTED, SUBDIVIDED, AND DO HEREBY LAY OUT, PLAT AND SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT.

THIS PLAT SHALL BE KNOWN AS "BLUFF ROAD ACRES 2ND ADDITION", A REPLAT OF LOTS 7 AND 8 OF BLUFF ROAD ACRES, A SUBDIVISION OF LAND LOCATED IN THE NW 1/4 OF SECTION 23, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH P.M., SEWARD COUNTY, NEBRASKA.

CLEAR TITLE TO THE LAND CONTAINED IN THIS PLAT IS GUARANTEED BY SAID OWNER(S) :

THE 33' ACCESS EASEMENT (AND PRIVATE ROADWAY NAMED EAST LINCOLN LANE) IS FOR THE BENEFIT OF LOTS 1 THROUGH 8, AND IT WILL BE DEDICATED TO THE CITY OF SEWARD UPON ANNEXATION (IN THE FUTURE)

THERE ARE STRIPS OF GROUND SHOWN ON THIS PLAT AND MARKED EASEMENT, RESERVED FOR THE USE OF PUBLIC UTILITIES AND SUBJECT TO THE PARAMOUNT RIGHT OF UTILITY OR COUNTY TO INSTALL, REPAIR, REPLACE AND MAINTAIN ITS INSTALLATIONS.

WITNESS OUR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

**THOMAS KAYTON, MANAGING PARTNER**  
KAYTON DEVELOPMENT, LLC  
PO BOX 184, SEWARD, NE 68434

**BROCK HENDERSON, MANAGING PARTNER**  
BASH INVESTMENTS, LLC  
1021 AUGUSTA DRIVE, SEWARD, NE 68434

## ACKNOWLEDGMENT OF NOTARY

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025 BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC, DULY COMMISSIONED, QUALIFIED FOR AND RESIDING IN SAID COUNTY, PERSONALLY CAME TO ME, THOMAS KAYTON (MANAGING PARTNER OF KAYTON DEVELOPMENT, LLC) KNOWN TO BE THE IDENTICAL PERSON(S) WHOSE NAME ARE FIXED TO THE DEDICATION OF THE FOREGOING PLAT AND THEY ACKNOWLEDGE THE SAME TO BE THEIR VOLUNTARY ACT AND DEED.  
MY COMMISSION EXPIRES THE \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_

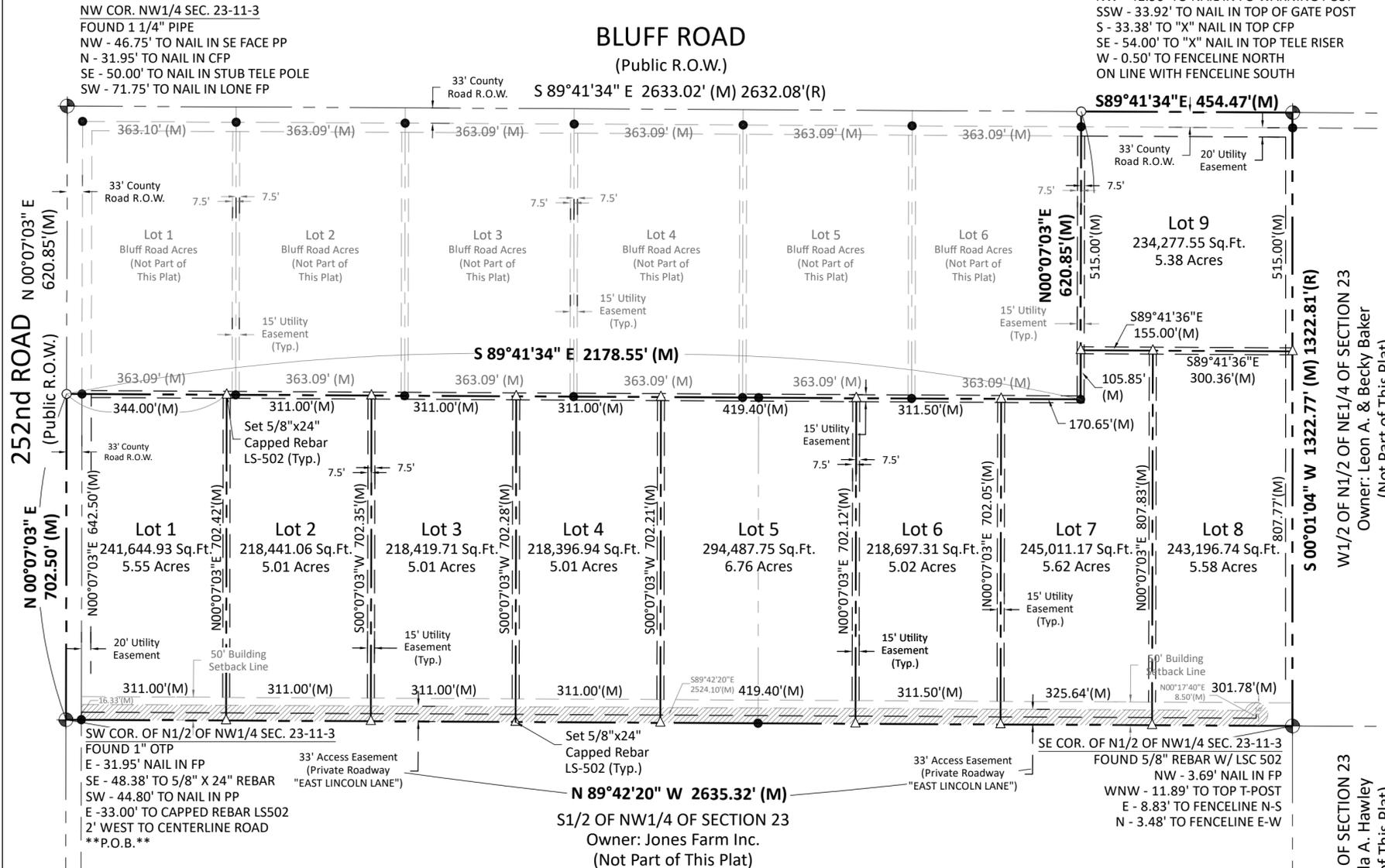
NOTARY PUBLIC

## ACKNOWLEDGMENT OF NOTARY

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025 BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC, DULY COMMISSIONED, QUALIFIED FOR AND RESIDING IN SAID COUNTY, PERSONALLY CAME TO ME, BROCK HENDERSON (MANAGING PARTNER OF BASH INVESTMENTS, LLC) KNOWN TO BE THE IDENTICAL PERSON(S) WHOSE NAME ARE FIXED TO THE DEDICATION OF THE FOREGOING PLAT AND THEY ACKNOWLEDGE THE SAME TO BE THEIR VOLUNTARY ACT AND DEED.  
MY COMMISSION EXPIRES THE \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_

NOTARY PUBLIC

## BLUFF ROAD (Public R.O.W.)



252nd ROAD N 00°07'03" E 620.85'(M)  
(Public R.O.W.)

N 00°07'03" E 702.50'(M)  
N 00°07'03" E 642.50'(M)

SW COR. OF N1/2 OF NW1/4 SEC. 23-11-3  
FOUND 1" OTP  
E - 31.95' NAIL IN FP  
SE - 48.38' TO 5/8" X 24" REBAR  
SW - 44.80' TO NAIL IN PP  
E - 33.00' TO CAPPED REBAR LS502  
2' WEST TO CENTERLINE ROAD  
\*\*P.O.B.\*\*

33' County Road R.O.W.

## APPROVAL OF THE CITY OF SEWARD PLANNING COMMISSION:

THE FOREGOING PLAT "BLUFF ROAD ACRES 2ND ADDITION" HAS BEEN SUBMITTED TO AND WAS APPROVED BY THE SEWARD PLANNING COMMISSION ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025

CHAIRPERSON

SECRETARY OF PLANNING COMMISSION

## REGISTER OF DEEDS:

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

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ IN \_\_\_\_\_

DRAWER: \_\_\_\_\_

INST. NO. : \_\_\_\_\_ FEE: \_\_\_\_\_

REGISTER OF DEEDS : \_\_\_\_\_

## APPROVAL OF THE SEWARD CITY COUNCIL:

THE FOREGOING PLAT "BLUFF ROAD ACRES 2ND ADDITION" HAS BEEN SUBMITTED TO AND WAS APPROVED BY THE SEWARD CITY COUNCIL ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025

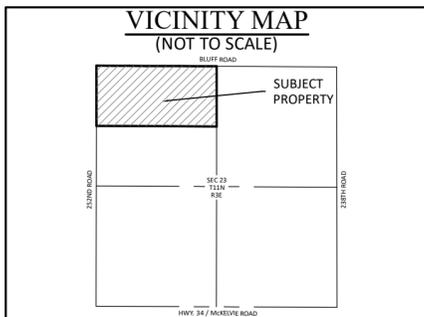
MAYOR

ATTEST : CITY CLERK

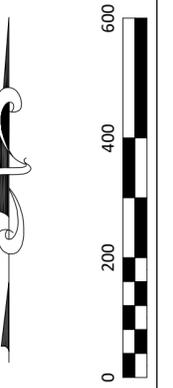
## ZONING INFORMATION:

PRESENT ZONING OF SUBJECT TRACTS IS "RR-RURAL RESIDENTIAL".

SETBACKS FOR "RR-RURAL RESIDENTIAL" ARE :  
FRONT/STREET SIDE YARD/REAR YARD : 50 FT.  
SIDE YARD : 25 FEET



**CATLETT**  
LAND SURVEYING  
BENNET, NEBRASKA  
402-274-7525 - 402-217-5816  
WWW.CATLETTSURVEYING.COM



- LEGEND**
- ▲ - SET 5/8"x24" CAPPED REBAR (LS502)
  - - SECTION CORNER (AS NOTED)
  - - FOUND SURVEY POINT (AS NOTED)
  - - CALCULATED SURVEY POINT
  - BOUNDARY LINE
  - C - CALCULATED DISTANCE
  - M - MEASURED DISTANCE
  - R - RECORDED DISTANCE
  - OTP - OPEN TOP PIPE
  - CTP - CRIMPED TOP PIPE

**BLUFF ROAD ACRES 2ND ADDITION  
FINAL PLAT**  
A REPLAT OF LOTS 7 AND 8, BLUFF ROAD ACRES, LOCATED IN THE N 1/2 OF THE NW 1/4 SEC. 23, T11N, R03E, 6TH P.M. SEWARD COUNTY, NEBRASKA

2. Public Hearing - 7:00 PM - Consideration of a Resolution Amending the Redevelopment Plan Declaring an Area (Lincoln Street to Roberts Street and 10th Street to 2nd Street) as Substandard and Blighted and in Need of Redevelopment - Building/Zoning & Code Enf. Director Dworak

**APPLICATION TYPE**

Blight Study Resolution

**FINAL ACTION?**

**DEVELOPER/OWNER**

City of Seward

**PC HEARING DATE**

August 11, 2025

**RELATED APPLICATIONS**

**PROPERTY ADDRESS, ZONING DISTRICT/USE**

**BRIEF SUMMARY OF REQUEST**

Review of a City of Seward Proposed Blight Study.

**APPLICATION CONTACT**

Greg Butcher

City of Seward – City of Seward Administration

**ANALYSIS**

Review of a proposed Blight Study area.

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

Approved to recommend with a vote of 8 yes, zero no.

Prepared by

Tim Dworak

City of Seward Building - Zoning – Code Enforcement Director

**RESOLUTION NO. 2025-27**

**A RESOLUTION OF THE CITY COUNCIL OF SEWARD, NEBRASKA DECLARING A PORTION OF THE CITY OF SEWARD, NEBRASKA AS BLIGHTED.**

**Recitals**

A. Pursuant to the Nebraska Community Development Law, Neb. Rev. Stat. §§18-2101 through 18-2154 (the “Act”), the City Council of the City of Seward, Nebraska declared certain portions of the City of Seward to be blighted and substandard and in need of redevelopment pursuant to the Act.

B. Five Rule Planning prepared an updated 2025 Blight and Substandard Study, which is incorporated hereto as Exhibit “A” (the “Blight and Substandard Study”), focused on certain real estate within the city limits of Seward, Nebraska and described as:

Beginning at the southwest corner of Parcel ID (PID) #800080351, then moving south along the east right-of-way (ROW) line of North 2nd Street until reaching the northwest corner of PID #800078845, then moving west along the south ROW line of Roberts Street until reaching the northeast corner of PID #800078446, then moving north along the west ROW line of North 5th Street until reaching the northeast corner of PID #800085787, then moving west along the south ROW line of Moffitt Street until reaching the northwest corner of PID #800085809, then moving south along the east ROW line of North 6th Street until reaching a point on the west property line of PID #800085817 directly east of the northeast corner of PID #800085744, then moving west in a straight line until reaching the northwest corner of PID #800085779, then moving south along the east ROW line of North 7th Street until reaching the northwest corner of PID #800078403, then moving west along the south ROW line of Roberts Street until reaching the northwest corner of PID #800085310, then moving north along the east ROW line of North 10th Street until reaching the north ROW line of Lincoln Street, then moving east along the north ROW line of Lincoln Street until reaching the southwest corner of PID #800080351, which is the point of beginning, approximately 41 acres(the “Subject Property”).

C. The Planning Commission recommended that the City Council adopt the Blight and Substandard Study and declare the Subject Property blighted and substandard and in need of redevelopment, as defined in and pursuant to the Act.

D. The City Council held a public hearing on August 19, 2025 relating to the question of whether the Subject Property is substandard and blighted and in need of redevelopment.

E. A notice of public hearing was published in accordance with the Act.

F. The City Council has reviewed the Blight and Substandard Study, the blight and substandard requirements set forth in the Act and the Planning Commission’s recommendation.

G. The City Council has duly considered all statements made and material submitted related to the submitted questions.

NOW THEREFORE, it is found and recommended by the City Council of the City of Seward as follows:

A. Substandard Recommendations:

The City Council finds and recommends that:

1. The conditions set forth in the Blight and Substandard Study demonstrate sufficient evidence of substandard conditions in the Subject Property.

2. The Subject Property contains a strong presence of dilapidation, deterioration and aging.
3. The Subject Property contains a predominance of buildings and improvements that are in excess of forty (40) years old and therefore constitute aged or obsolescent buildings and structures within the meaning of Neb. Rev. Stat. § 18-2103(10).
4. If the Subject Property is declared blighted and substandard, a total of 20.62% of the property within the City's corporate limits will be declared blighted and substandard.

BE IT RESOLVED, that based on the findings listed in paragraph 1 through 4 above, the City Council declares the Subject Property to be a substandard area within the meaning of the Act and further adopts the Blight and Substandard Study with respect to the Subject Area.

B. Blight Recommendations:

The City Council further finds and recommends that:

1. The conditions set forth in the Blight and Substandard Study demonstrate sufficient evidence of blighted conditions in the Subject Property.
2. The Subject Property contains a strong presence of deteriorated or dilapidated structures, insanitary or unsafe conditions, and deterioration of site or other improvements.
3. The average age of residential or commercial structures in the Redevelopment Area is in excess of forty (40) years.
4. If the Subject Property is declared blighted and substandard, a total of 20.62% of the property within the City's corporate limits will be declared blighted and substandard.

BE IT RESOLVED, that based on the findings in paragraphs 1 through 4 above, the City Council declares the Subject Property to be blighted and substandard with the meaning of the Act and further adopts the Blight and Substandard Study with respect to the Subject Property.

DATED this 19th day of August, 2025.

THE CITY OF SEWARD, NEBRASKA

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

ATTEST:

\_\_\_\_\_  
Derek Bargmann, City Clerk

**Exhibit "A"**  
**Blight and Substandard Study**

## SEWARD PROPOSED REDEVELOPMENT AREA 3 GENERAL REDEVELOPMENT PLAN

Per Nebraska Revised Statute 18-2103:27, a Redevelopment Plan means:

A plan, as it exists from time to time for one or more community redevelopment areas, or for a redevelopment project, which (a) conforms to the general plan for the municipality as a whole and (b) is sufficiently complete to indicate such land acquisition, demolition and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the community redevelopment area, zoning and planning changes, if any, land uses, maximum densities, and building requirements.

Per Nebraska Revised Statute 18-2111:1, a Redevelopment Plan must consist of the following components:

1. Map showing area boundaries, existing land uses, and condition of real property in the area.
2. Land use plan showing proposed uses.
3. Statement of proposed changes.
4. Statement about the kind and number of additional public facilities or utilities that will be needed to support new land uses in the area after redevelopment.
5. Information showing population density standards, land coverage, and building intensities after development [projects] (not applicable to general redevelopment plan).
6. Site plan of the area [for the redevelopment project] (not applicable to general redevelopment plan).

#1. The Existing Land Use Map was acquired from the City of Seward Comprehensive Plan adopted in 2019.

#1. The map showing condition of real property was developed by Five Rule Rural Planning by conducting a visual assessment of each property within the proposed redevelopment area, and assigning each property a condition rating: Worn Out, Badly Worn, Average, Fair, and Good.

#2. The Future Land Use was acquired from the City of Seward's Comprehensive Plan adopted in 2019 and displays the municipal boundary of the City of Seward.

**1. Map showing boundaries, existing land uses, and condition of real property in the area:**

*Condition of Structures*

Seward City Redevelopment Area 3 Condition Map



7/17/2025

- City of Seward Census Boundary
- Badly Worn
- Other
- City of Seward 2017 Parcels
- Good
- World Imagery
- Average
- NA
- Worn Out
- Low Resolution 15m Imagery
- Fair
- High Resolution 60cm Imagery

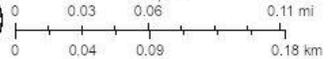
High Resolution 30cm Imagery

Citations

1.2m Resolution Metadata

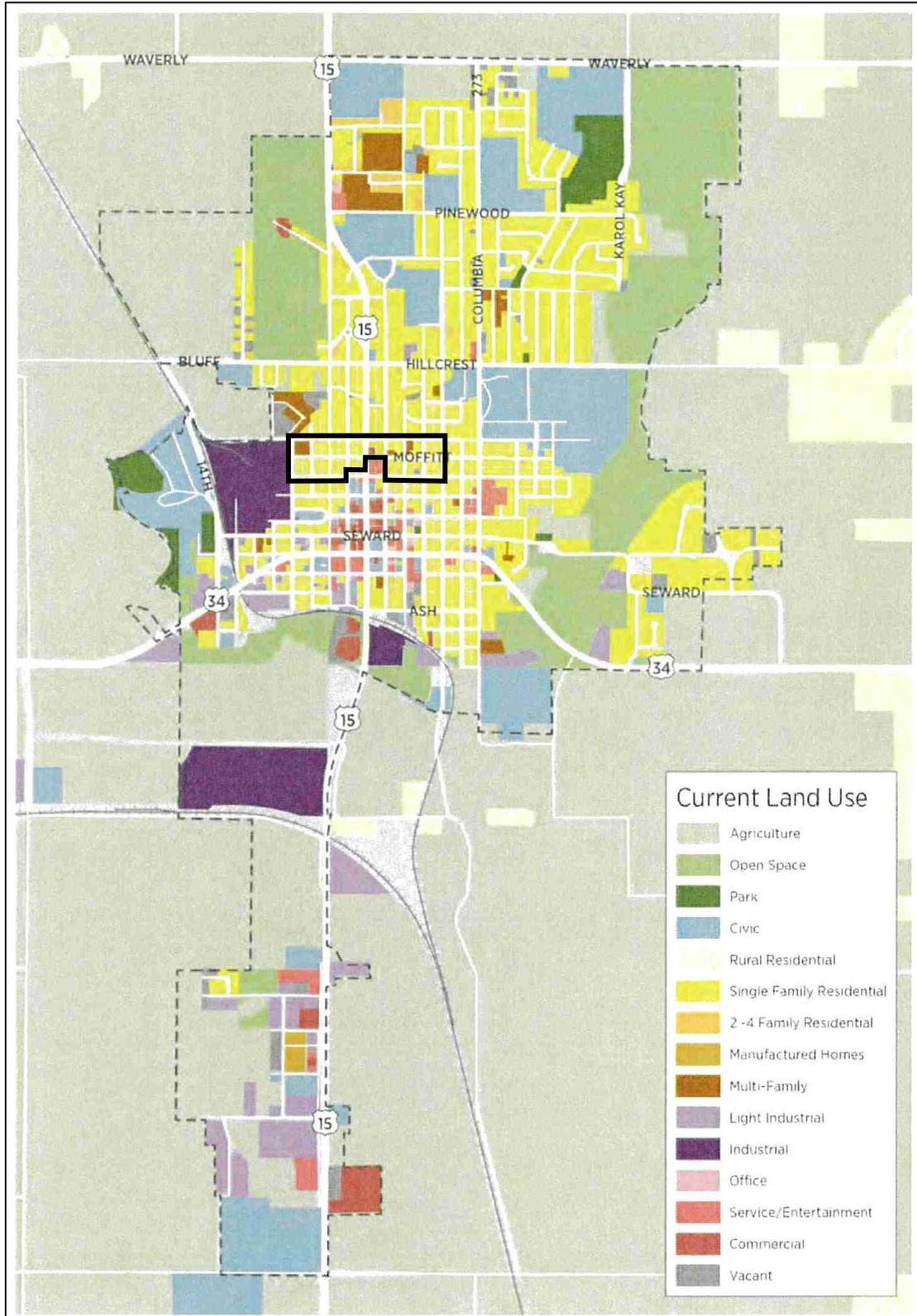


1:4,514

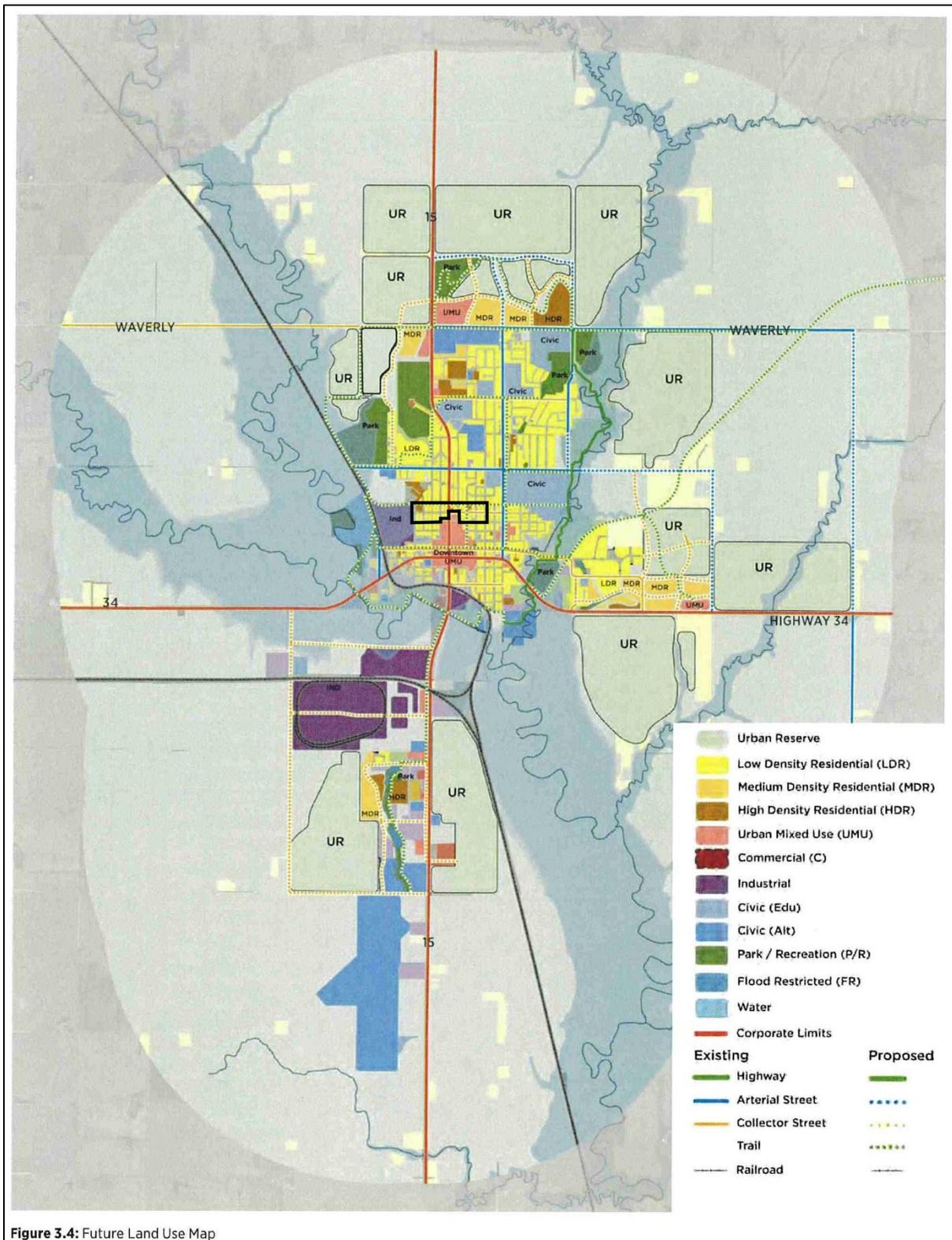


Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Maxar

Existing Land Use



## 2. Land use plan showing proposed uses:



**3-4. Statement of proposed changes and statement about the kind and number of additional public facilities or utilities that will be needed to support new land uses in the area after redevelopment.**

Per NRS 18-2103:28, redevelopment projects will consist of one or some combination of those enumerated tasks, defined by the Statute:

Redevelopment project means any work or undertaking in one or more community redevelopment areas:

- (a) to acquire substandard and blighted areas or portions thereof, including lands, structures, or improvements the acquisition of which is necessary or incidental to the proper clearance, development, or redevelopment of such substandard and blighted areas;
- (b) to clear any such areas by demolition or removal of existing buildings, structures, streets, utilities, or other improvements thereon and to install, construct, or reconstruct streets, utilities, parks, playgrounds, public spaces, public parking facilities, sidewalks or moving sidewalks, convention and civic centers, bus stop shelters, lighting, benches or other similar furniture, trash receptacles, shelters, skywalks and pedestrian and vehicular overpasses and underpasses, enhancements to structures in the redevelopment plan area which exceed minimum building and design standards in the community and prevent the recurrence of substandard and blighted conditions, and any other necessary public improvements essential to the preparation of sites for uses in accordance with a redevelopment plan;
- (c) to sell, lease, or otherwise make available land in such areas for residential, recreational, commercial, industrial, or other uses, including parking or other facilities functionally related or subordinate to such uses, or for public use or to retain such land for public use, in accordance with a redevelopment plan; and may also include the preparation of the redevelopment plan, the planning, survey, and other work incident to a redevelopment project and the preparation of all plans and arrangements for carrying out a redevelopment project;
- (d) to dispose of all real and personal property or any interest in such property, or assets, cash, or other funds held or used in connection with residential, recreational, commercial, industrial, or other uses, including parking or other facilities functionally related or subordinate to such uses, or any public use specified in a redevelopment plan or project, except that such disposition shall be at its fair value for uses in accordance with the redevelopment plan;
- (e) to acquire real property in a community redevelopment area which, under the redevelopment plan, is to be repaired or rehabilitated for dwelling use or related facilities, repair or rehabilitate the structures, and resell the property; and
- (f) to carry out plans for a program of voluntary or compulsory repair, rehabilitation, or demolition of buildings in accordance with the redevelopment plan; and
- (g) in a rural community or in an extremely blighted area within a municipality that is not a rural community, to carry out construction of workforce housing.

In order to enable the completion of redevelopment projects, a redevelopment contract may be utilized. Per NRS 18-2103:26, a redevelopment contract is defined as:

“a contract entered into between an authority and a redeveloper for the redevelopment of an area in conformity with a redevelopment plan.”

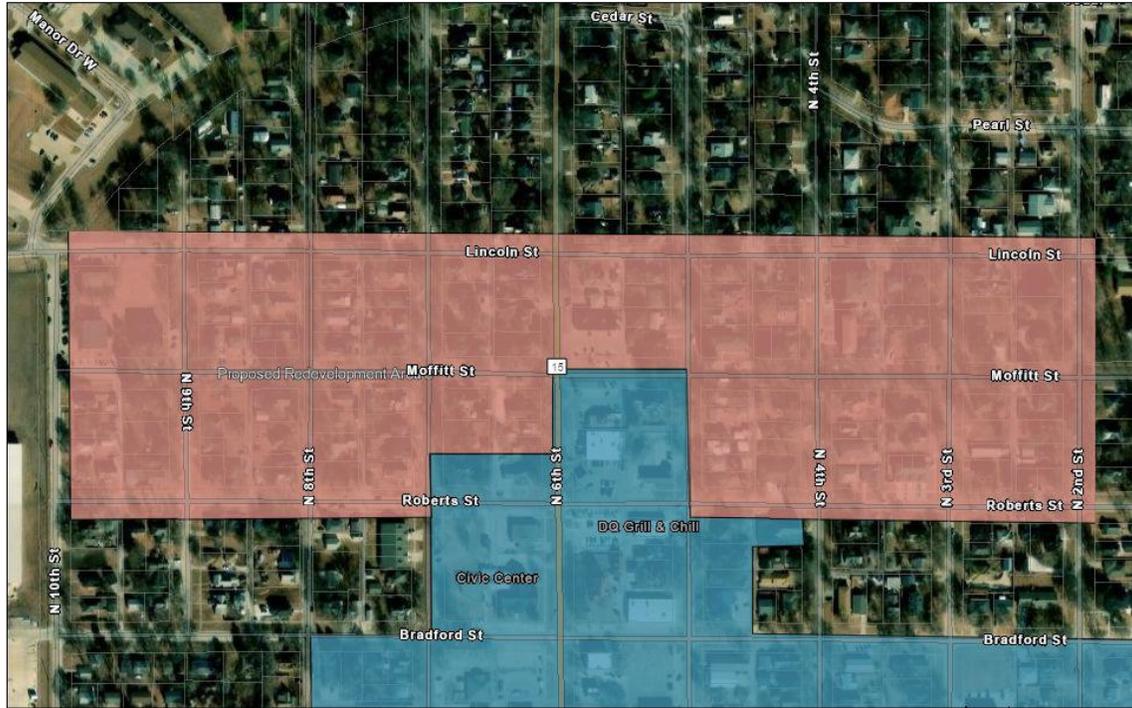
# CITY OF SEWARD, NEBRASKA

## Blight & Substandard Study – Proposed Redevelopment Area 3

Bobbi Pettit, AICP

August 19, 2025

Seward City NE Proposed Redevelopment Area 3

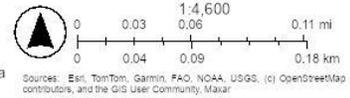


7/2/2025

- City of Seward Census Boundary
- City of Seward 2017 Parcels
- World Imagery

- Low Resolution 15m Imagery
- High Resolution 60cm Imagery
- High Resolution 30cm Imagery

- Citations
- 1.2m Resolution Metadata



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## PROPOSED REDEVELOPMENT AREA 3 BLIGHT & SUBSTANDARD STUDY

### *COMMUNITY REDEVELOPMENT LAW*

The State of Nebraska has established Community Redevelopment Law to correct conditions of blight within the State's municipalities and provide guidance for remedying conditions of blight, thereby encouraging redevelopment projects to take place in areas that would be considered otherwise undevelopable.

(NRS 18-2102):

It is hereby found and declared that there exist in cities of all classes and villages of this state areas which have deteriorated and become substandard and blighted because of the unsafe, insanitary, inadequate, or overcrowded condition of the dwellings therein, or because of inadequate planning of the area, or excessive land coverage by the buildings thereon, or the lack of proper light and air and open space, or because of the defective design and arrangement of the buildings thereon, or faulty street or lot layout, or congested traffic conditions, or economically or socially undesirable land uses.

Such conditions or a combination of some or all of them have resulted and will continue to result in making such areas economic or social liabilities harmful to the social and economic well-being of the entire communities in which they exist, needlessly increasing public expenditures, imposing onerous municipal burdens, decreasing the tax base, reducing tax revenue, substantially impairing or arresting the sound growth of municipalities, aggravating traffic problems, substantially impairing or arresting the elimination of traffic hazards and the improvement of traffic facilities, and depreciating general community-wide values.

The existence of such areas contributes substantially and increasingly to the spread of disease and crime, necessitating excessive and disproportionate expenditures of public funds for the preservation of the public health and safety, for crime prevention, correction, prosecution, punishment, and the treatment of juvenile delinquency, and for the maintenance of adequate police, fire, and accident protection and other public services and facilities. These conditions are beyond remedy and control solely by regulatory process in the exercise of the police power and cannot be dealt with effectively by the ordinary operations of private enterprise without the aids herein provided. The elimination of such conditions and the acquisition and preparation of land in or necessary to the renewal of substandard and blighted areas and its sale or lease for development or redevelopment in accordance with general plans and redevelopment plans of communities and any assistance which may be given by any state public body in connection therewith are public uses and purposes for which public money may be expended and private property acquired. The necessity in the public interest for the provisions of the Community Development Law is hereby declared to be a matter of legislative determination.

It is further found and declared that the prevention and elimination of blight is a matter of state policy, public interest, and statewide concern and within the powers and authority inhering in and reserved to the state, in order that the state and its municipalities shall not continue to be endangered by areas which are focal centers of disease, promote juvenile delinquency, and consume an excessive proportion of their revenue.

It is further found and declared that certain substandard and blighted areas, or portions thereof, may require acquisition, clearance, and disposition, subject to use restrictions, as provided in the Community Development Law, since the prevailing conditions of decay may make impracticable the reclamation of the area by conservation or rehabilitation; that other areas or portions thereof may, through the means provided in the Community Development Law, be susceptible of conservation or rehabilitation in such a manner that the conditions and evils, hereinbefore enumerated, may be eliminated, remedied, or prevented; and that salvageable substandard and blighted areas can be conserved and rehabilitated through appropriate public action and the cooperation and voluntary action of the owners and tenants of property in such areas.

## *PURPOSE*

The purpose of the study is to assist in following the guidance set forth by the Nebraska State Legislature regarding the definition of blighted and substandard and to identify new target areas in the community for redevelopment and workforce housing development and to propose a general redevelopment plan for these areas.

The area in question was compared to the definition of a substandard and blighted area as defined by Nebraska Revised Statute 18-2103.31, which explicitly defines a substandard area as:

[A]n area in which there is a predominance of buildings or improvements, whether non-residential or residential in character, which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare;

Section 18-2103:03 also defines a blighted area as:

[A]n area, which (a) by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use and (b) in which there is at least one of the following conditions: (i) Unemployment in the designated area is at least one hundred twenty percent of the state or national average; (ii) the average age of the residential or commercial units in the area is at least forty years; (iii) more than half of the plotted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time; (iv) the per capita income of the area is lower than the average per capita income of the city or village in which the area is designated; or (v) the area has had either stable or decreasing population based on the last two decennial censuses.

Section 18-2103:03 also states the amount of area that a city can designate as blighted and substandard. Thus, Seward, a city of the first class, shall not declare more than 35% of the land within the city's corporate limits as blighted & substandard, and in need of redevelopment:

In no event shall a city of the metropolitan, primary, or first class designate more than thirty-five percent of the city as blighted, a city of the second class shall not designate an area larger than fifty percent of the city as blighted, and a village shall not designate an area larger than one hundred percent of the village as blighted.

## IDENTIFICATION OF PROPOSED REDEVELOPMENT AREA 3

### **Area Description:**

Proposed Redevelopment Area 3 encompasses approximately 41 acres and is described as follows:

Beginning at the southwest corner of Parcel ID (PID) #800080351, then moving south along the east right-of-way (ROW) line of North 2<sup>nd</sup> Street until reaching the northwest corner of PID #800078845, then moving west along the south ROW line of Roberts Street until reaching the northeast corner of PID #800078446, then moving north along the west ROW line of North 5<sup>th</sup> Street until reaching the northeast corner of PID #800085787, then moving west along the south ROW line of Moffitt Street until reaching the northwest corner of PID #800085809, then moving south along the east ROW line of North 6<sup>th</sup> Street until reaching a point on the west property line of PID #800085817 directly east of the northeast corner of PID #800085744, then moving west in a straight line until reaching the northwest corner of PID #800085779, then moving south along the east ROW line of North 7<sup>th</sup> Street until reaching the northwest corner of PID #800078403, then moving west along the south ROW line of Roberts Street until reaching the northwest corner of PID #800085310, then moving north along the east ROW line of North 10<sup>th</sup> Street until reaching the north ROW line of Lincoln Street, then moving east along the north ROW line of Lincoln Street until reaching the southwest corner of PID #800080351, which is the point of beginning, approximately 41 acres.

**Parcel ID Numbers within Proposed Redevelopment Area 3:**

| PID Numbers Within Proposed Redevelopment Area 3 |           |           |           |           |           |           |           |
|--|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 800086422  | 800085485 | 800086473 | 800086635 | 800085434 | 800086716 | 800085515 | 800086562 |
| 800085647  | 800086813 | 800086511 | 800086791 | 800085442 | 800086082 | 800085574 | 800085477 |
| 800085671  | 800086031 | 800085949 | 800086708 | 800086449 | 800086570 | 800086783 | 800085450 |
| 800085604  | 800086724 | 800085973 | 800086686 | 800086678 | 800085493 | 800085639 | 800085868 |
| 800086821  | 800086945 | 800086597 | 800085922 | 800085906 | 800085892 | 800086732 | 800086759 |
| 800085558  | 800086430 | 800086619 | 800085582 | 800085507 | 800086740 | 800086066 | 800229085 |
| 800086457  | 800085698 | 800085930 | 800087054 | 800085957 | 800226435 | 800086910 | 800229080 |
| 800086627  | 800086643 | 800086805 | 800086481 | 800085981 | 800086600 | 800087038 | 800085965 |
| 800086694  | 800086651 | 800085426 | 800086872 | 800086538 | 800085590 | 800085760 | 800085701 |
| 800085612  | 800086775 | 800086902 | 800095324 | 800085728 | 800086015 | 800085825 | 800086465 |
| 800085663  | 800086864 | 800086929 | 800085833 | 800085736 | 800086023 | 800086880 | 800086090 |
| 800085876  | 800086767 | 800086139 | 800086007 | 800085752 | 800086988 | 800087003 | 800085841 |
| 800085914  | 800086899 | 800086848 | 800086074 | 800085620 | 800086503 | 800085531 | 800086961 |
| 800086996  | 800086953 | 800085655 | 800100018 | 800085523 | 800086112 | 800085469 | 800085566 |
| 800087011  |           | 800086058 |           |           | 800086937 |           | 800086554 |

**Area Map:**



## BLIGHT & SUBSTANDARD CRITERIA

### SUBSTANDARD CRITERIA

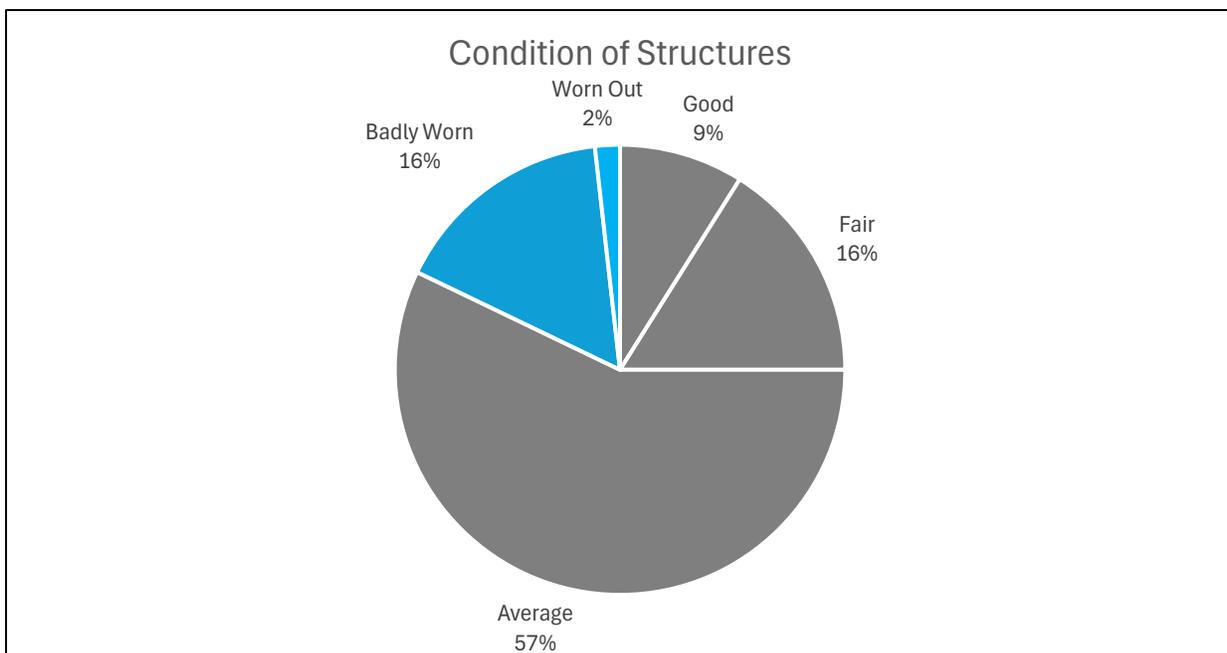
An area with the presence of any combination of such factors can be deemed substandard:

1. Dilapidation;
2. Deterioration;
3. Age or Obsolescence;
4. Conditions that endanger life or property by fire and other causes;
5. Inadequate provision for ventilation, light, air, sanitation, or open spaces; and
6. High density of population or overcrowding.

### Dilapidation:

The structures within Proposed Redevelopment Area 3 were given a visual assessment by Five Rule Rural Planning and were given a condition rating based on this analysis ranging from Worn Out to Good. Based on the information collected from this visual assessment, the condition of more than **18% of the structures** in Proposed Redevelopment Area 3 is rated as having a condition of either "Badly Worn" or "Worn Out". To be considered substantial, the percentage of dilapidated structures must be at least 10% of the total number of structures. Thus, 18% dilapidated structures meets the criteria of dilapidation.

Examples of dilapidated structures located within the proposed redevelopment area are shown on the following page.



*Deteriorated Structures*



## **Deterioration:**

### Streets and Sidewalks

The sidewalks within Proposed Redevelopment Area 3 are showing signs of deterioration. In many places along the sidewalks within Proposed Redevelopment Area 3, the sidewalks are either lacking or there are fractures in the concrete. A lack of sidewalks requires pedestrians to travel along either the street or on the grass. Pedestrian travel along the street presents a travel hazard for the pedestrians. When pedestrians travel along the grass beside the street, this causes deterioration of the yards as pedestrians wear down a path in the grass.

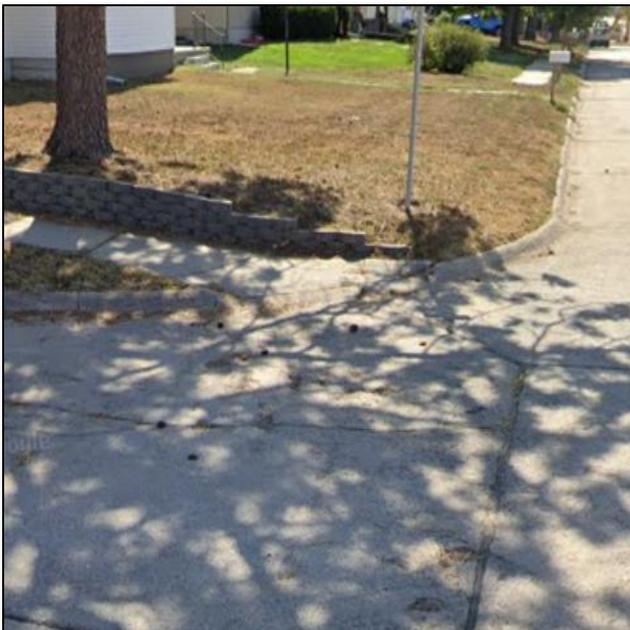
The streets are also showing signs of deterioration. There are multiple locations within Proposed Redevelopment Area 3 that are fractured and crumbling. These fractures have been caused by the fluctuations in weather and the impacts of moisture upon the streets have contributed to the deterioration of the paved streets within the City of Seward.

Examples of deterioration along the sidewalks and streets within Proposed Redevelopment Area 3 are displayed by the photos on the following pages:

Sidewalks



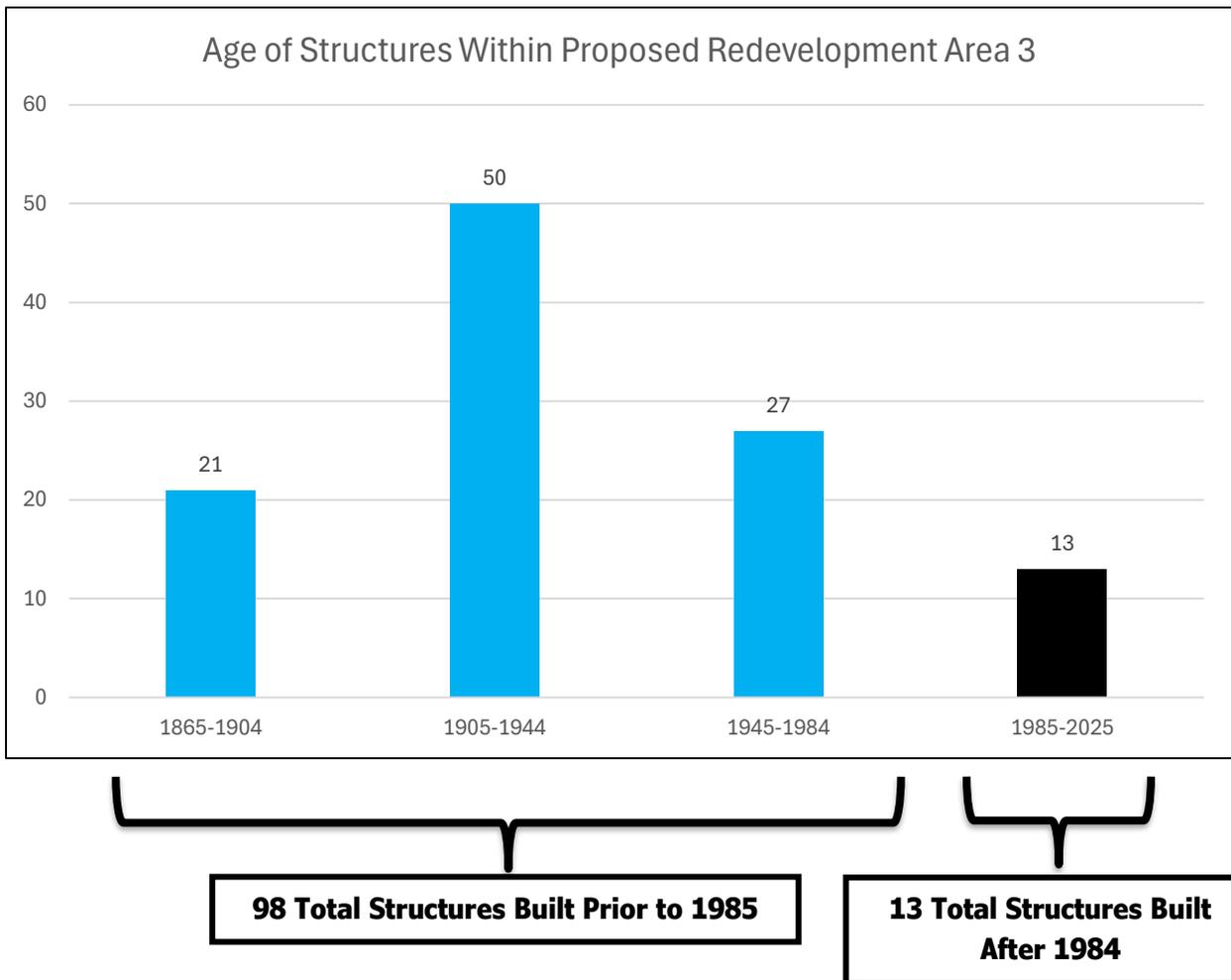
*Streets*



## Age or Obsolescence:

### Age of Structures

To be considered aged, the average age of structures within the proposed redevelopment area must be at least 40 years old. Most of the structures within Proposed Redevelopment Area 3 were built prior to 1985. The average age of the structures in Proposed Redevelopment Area 3 is **91 years old**. This means that the average year of construction for the structures within this redevelopment area is 1934. Because the average age of buildings in Proposed Redevelopment Area 3 is more than 40 years old (built prior to 1985), these structures are considered aged.



**Conditions that endanger life or property by fire and other causes:**

Pedestrian Safety

Additionally, the sidewalk system within Proposed Redevelopment Area 3 is inconsistent and offers little safe refuge for pedestrian transportation. There are segments of street that are lacking sidewalks and segments of existing sidewalks that are significantly deteriorated. This causes any pedestrians who wish to travel within this area to travel along a deteriorated sidewalk route, or to travel along the street, which presents a travel hazard for pedestrians.

Photos of deteriorated and absent sidewalks are represented by the photos in the *Deterioration* portion of this Substandard portion of the study.

**Inadequate provision for ventilation, light, air, sanitation, or open spaces:**

This factor is not a substantial factor within Proposed Redevelopment Area 3.

**High density of population or overcrowding:**

This factor is not a substantial factor within Proposed Redevelopment Area 3.

*SUBSTANDARD CONCLUSION*

**Substandard Factors Present**

**Four** out of six substandard factors are substantial within *Proposed Redevelopment Area 3*.

| Substandard Criteria   | Area 3 |
|--|--------|
| Dilapidation   | X      |
| Deterioration  | X      |
| Age or Obsolescence  | X      |
| Conditions that endanger life or property by fire and other causes           | X      |
| Inadequate provision for ventilation, light, air, sanitation, or open spaces |        |
| High density of population or overcrowding                                   |        |

**Substandard Determination**

Proposed Redevelopment Area 3 meets the definition of a substandard area in need of redevelopment projects that should be completed and encouraged by the Seward Planning Commission, City Council of Seward, and Seward Community Redevelopment Authority.

## *BLIGHT CRITERIA*

In accordance with Community Redevelopment Law, a blighted area must have a strong presence of the following factors:

Subjective Factors are defined as any combination of:

1. Substantial number of deteriorated or deteriorating structures;
2. Deterioration of site or other improvements;
3. Existence of defective or inadequate street layout;
4. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
5. Improper subdivision or obsolete platting;
6. Insanitary or unsafe conditions;
7. Diversity of ownership;
8. Tax or special assessment delinquency exceeding the fair value of the land;
9. Defective or unusual conditions of title; and
10. Existence of conditions that endanger life or property by fire and other causes.

Objective Factors are identified as at least one of the following factors:

1. Unemployment in the redevelopment area is at least one hundred twenty percent of the state or national average;
2. The average age of the residential or commercial units in the area is at least forty years;
3. More than half of the plotted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time;
4. The per capita income of the area is lower than the average per capita income of the city in which the redevelopment area is located; and the
5. Area has had either stable or decreasing population based on the last two decennial censuses.

## **SUBJECTIVE FACTORS:**

### **Substantial number of deteriorated or deteriorating structures:**

As described in the “Dilapidation” section of the Substandard portion of this study, there is a substantial number of deteriorated structures within Proposed Redevelopment Area 3. The structures within Proposed Redevelopment Area 3 were given a visual assessment and assigned a condition rating by Five Rule Rural Planning ranging from Worn Out to Good. As demonstrated in the “Dilapidation” section of the Substandard portion of this study, 18% of the structures within the proposed redevelopment area were classified as having condition ratings either “Worn Out” or “Badly Worn”. Structures classified as either “Badly Worn” or “Worn Out” were considered to be deteriorated structures and dilapidated. In order to be considered substantial, there must be a presence of at least 10% of structures classified as either “Worn Out” or “Badly Worn”. Therefore, with a presence of 18% of deteriorated structures, this factor is considered substantial.

Examples of deteriorated structures are demonstrated by the photos in the “Dilapidation section of the Substandard portion of this study.

### **Deterioration of site or other improvements:**

#### Streets & Sidewalks

As mentioned previously in the substandard portion of this study, there are segments of street that are lacking sidewalks and segments of existing sidewalks that are significantly deteriorated. This causes any pedestrians who wish to travel within this area to travel along a deteriorated sidewalk route, or to travel along the street, which presents a travel hazard for pedestrians. There are also segments of street that are exhibiting signs of deterioration. Due to fluctuations of weather and the expanding of moisture in the paving, the streets are fracturing and crumbling.

Photos of deteriorated and absent sidewalks, as well as deteriorated street segments, are represented by the photos in the *Deterioration* portion of the Substandard portion of the study.

### **Existence of defective or inadequate street layout:**

This factor is not a substantial factor within Proposed Redevelopment Area 3.

**Faulty lot layout in relation to size, adequacy, accessibility, or usefulness:**

*ADA Accessible Sidewalks*

The sidewalk network is inconsistent throughout the redevelopment area. In addition to missing sidewalk links, many intersections in the Proposed Redevelopment Area lack ADA (Americans with Disabilities Act) accessible curb ramps. Per the Code of Federal Regulations (C.F.R. §§ 35.150(d)(2), 35.151(2 (e))), Title II of the ADA requires “state and local governments to make pedestrian crossings accessible to people with disabilities by providing curb ramps.”

The photos on the following page document examples of intersections within Proposed Redevelopment Area 3 that lack adequate ADA accessible curb ramps.

*Intersections Lacking ADA Curb Ramps*



**Improper subdivision or obsolete platting:**

This factor is not a substantial factor within Proposed Redevelopment Area 3.

**Insanitary or unsafe conditions:**

Sidewalks

As mentioned before in the substandard portion of this study, the sidewalk system within Proposed Redevelopment Area 3 is inconsistent and provides little refuge for pedestrians seeking to travel along the road by foot. In multiple locations, the proposed redevelopment area contains deteriorated sidewalks, lacks sidewalks, or lacks ADA compliant access curb ramps. This creates unsafe conditions by not providing safe conditions for pedestrian travel within the redevelopment area.

**Diversity of ownership:**

This factor is not a substantial factor within Proposed Redevelopment Area 3.

**Tax or special assessment delinquency exceeding the fair value of the land:**

This factor is not a substantial factor within Proposed Redevelopment Area 3.

**Defective or unusual conditions of title:**

This factor is not a substantial factor within Proposed Redevelopment Area 3.

**Existence of conditions that endanger life or property by fire and other causes:**

Pedestrian Transportation

Additionally, as mentioned before, the sidewalk system is inconsistent and provides little refuge for pedestrians seeking to travel along the road by foot. In multiple locations, the proposed redevelopment area contains deteriorated sidewalks, lacks sidewalks, or lacks ADA compliant access curb ramps. This creates unsafe conditions by not providing safe conditions for pedestrian travel within the redevelopment area.

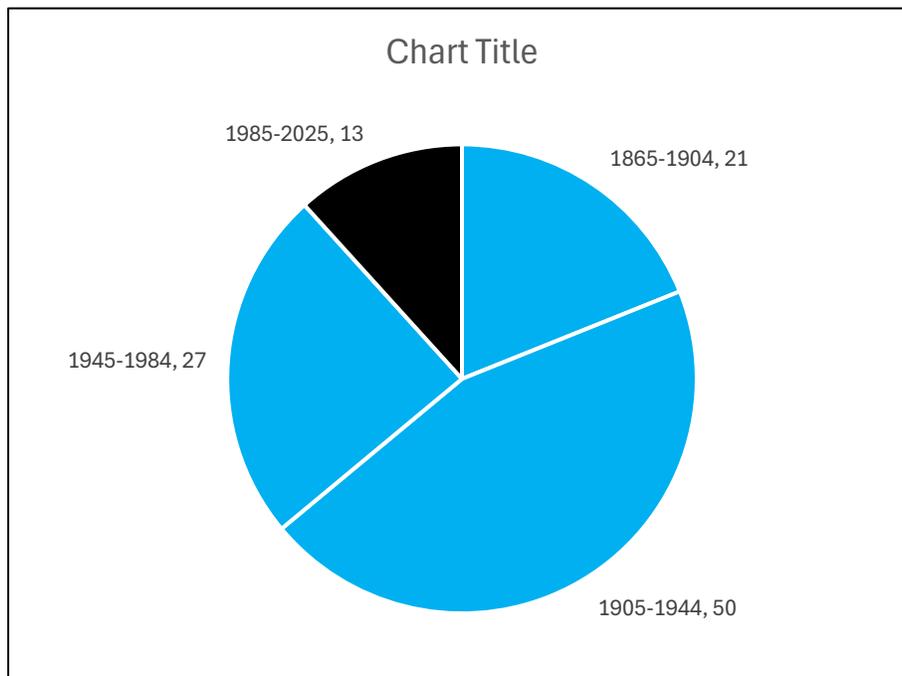
**Objective Factors:**

**Unemployment in the redevelopment area is at least one hundred twenty percent of the state or national average:**

This factor is not substantial within Proposed Redevelopment Area 3.

**The average age of the residential or commercial units in the area is at least forty years:**

As demonstrated in the substandard section of this study, the average age of structures in Proposed Redevelopment Area 3 is 91 years old (Built in 1934). This meets the 40-year threshold required to meet this objective factor criteria (Built prior to 1985).



**More than half of the plotted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time:**

This factor is not substantial within Proposed Redevelopment Area 3.

**The per capita income of the area is lower than the average per capita income of the city in which the redevelopment area is located:**

This factor is not substantial within Proposed Redevelopment Area 3.

**The Proposed Redevelopment Area has had either stable or decreasing population based on the last two decennial censuses:**

According to the US Census Bureau, the population of the 2010 Census Blocks that composed Proposed Redevelopment Area 3 in the 2010 US Census was 362 residents.

In 2020, the population of the 2020 Census Blocks that composed Proposed Redevelopment Area 3 was 363 residents. This means that the population increased by one resident between the two decennial censuses. This represents a stable population trend within the proposed redevelopment area based on the last two decennial censuses.

*BLIGHT CONCLUSION*

**Presence of Subjective Factors**

The presence of **five** subjective factors was identified in *Proposed Redevelopment Area 3*.

| Blight Subjective Criteria  | Area 3 |
|---|--------|
| Substantial number of deteriorated or deteriorating structures                  | X      |
| Deterioration of site or other improvements                                     | X      |
| Existence of defective or inadequate street layout                              |        |
| Faulty lot layout in relation to size, adequacy, accessibility, or usefulness   | X      |
| Improper subdivision or obsolete platting                                       |        |
| Insanitary or unsafe conditions   | X      |
| Diversity of ownership  |        |
| Tax or special assessment delinquency exceeding the fair value of the land      |        |
| Defective or unusual conditions of title  |        |
| Existence of conditions that endanger life or property by fire and other causes | X      |

**Presence of Objective Factors**

The presence of **two** objective factors was identified in *Proposed Redevelopment Area 3*.

| Blight Objective Criteria  | Area 3 |
|--|--------|
| Unemployment in the redevelopment area is at least one hundred twenty percent of the state or national average   |        |
| The average age of the residential or commercial units in the area is at least forty years   | X      |
| More than half of the plotted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time |        |
| The per capita income of the area is lower than the average per capita income of the city in which the redevelopment area is located   |        |
| Area has had either stable or decreasing population based on the last two decennial censuses   | X      |

**Blight Determination**

Proposed Redevelopment Area 3 meets the definition of a blighted area in need of redevelopment projects that should be completed and encouraged by the Seward Planning Commission, City Council of Seward, and Seward Community Redevelopment Authority.

- A. Consideration of a Resolution Amending the City's Redevelopment Plan to Add Certain Real Estate to the City's Redevelopment Area

**RESOLUTION NO. 2025-28**

**A RESOLUTION OF THE CITY COUNCIL OF SEWARD, NEBRASKA AMENDING THE CITY'S REDEVELOPMENT PLAN TO ADD CERTAIN REAL ESTATE TO THE CITY'S REDEVELOPMENT AREA.**

**Recitals**

A. Pursuant to the Nebraska Community Development Law, Neb. Rev. Stat. §§18-2101 through 18-2154 (the "Act"), the City Council of the City of Seward, adopted a general redevelopment plan for the City of Seward Nebraska (the "Redevelopment Plan"), which is hereby incorporated into this Resolution.

B. The Redevelopment Plan identifies specific real estate in the City of Seward, Nebraska that is blighted and substandard, as defined in and pursuant to the Act, and defines such real estate as the "Redevelopment Area."

C. Five Rule Planning prepared an updated 2025 Blight and Substandard Study (the "Blight and Substandard Study"), focused on certain real estate within the city limits of Seward, Nebraska and legally described as:

Beginning at the southwest corner of Parcel ID (PID) #800080351, then moving south along the east right-of-way (ROW) line of North 2nd Street until reaching the northwest corner of PID #800078845, then moving west along the south ROW line of Roberts Street until reaching the northeast corner of PID #800078446, then moving north along the west ROW line of North 5th Street until reaching the northeast corner of PID #800085787, then moving west along the south ROW line of Moffitt Street until reaching the northwest corner of PID #800085809, then moving south along the east ROW line of North 6th Street until reaching a point on the west property line of PID #800085817 directly east of the northeast corner of PID #800085744, then moving west in a straight line until reaching the northwest corner of PID #800085779, then moving south along the east ROW line of North 7th Street until reaching the northwest corner of PID #800078403, then moving west along the south ROW line of Roberts Street until reaching the northwest corner of PID #800085310, then moving north along the east ROW line of North 10th Street until reaching the north ROW line of Lincoln Street, then moving east along the north ROW line of Lincoln Street until reaching the southwest corner of PID #800080351, which is the point of beginning, approximately 41 acres(the "Subject Property").

D. The City Council declared the Subject Property to be designated as blighted and substandard as defined in the Act pursuant to a separate resolution.

E. The Planning Commission recommended that the City Council amend the Redevelopment Plan to include the Subject Property within the legal description of the Redevelopment Area.

F. The City Council held a public hearing on August 19, 2025, relating to the question of whether the Redevelopment Plan should be amended to include the Subject Property within the legal description of the Redevelopment Area.

G. A notice of public hearing was published in accordance with the Act.

H. The City Council has duly considered all statements made and material submitted related to the submitted questions.

NOW THEREFORE, the City Council of the City of Seward finds and recommends as follows:

1. The Subject Property is, or will be, in need of redevelopment to remove blight and substandard conditions identified in the Blight and Substandard Study.

2. If amended to include the Subject Property within the Redevelopment Area, 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. If amended to include the Subject Property within the Redevelopment Area, the Redevelopment Plan will be in conformance with the general plan for development of the City as a whole, as set forth in the City of Seward Comprehensive Plan.

BE IT RESOLVED, that pursuant to the provisions of the Act and in light of the findings in paragraphs 1 through 3 above, the City Council hereby amends the Redevelopment Plan to include the Subject Property within the legal description of the Redevelopment Area.

BE IT FURTHER RESOLVED, the Community Redevelopment Authority and/or the City Clerk are hereby authorized to document the addition of the Subject Property to the Redevelopment Area in any manner that is necessary or convenient.

DATED this 19<sup>th</sup> day of August, 2025.

THE CITY OF SEWARD, NEBRASKA

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

ATTEST:

\_\_\_\_\_  
Derek Bargmann, City Clerk

**ADMINISTRATIVE ITEMS**

1. Consideration of a Claim from Corey Hackbart, 993 280th Road, for Personal Property Damage in the Amount of \$4,320.44 - City Administrator Butcher

**CLAIM FORM**

**CONTACT INFORMATION**

Name: Corey Hackbart Home Phone: \_\_\_\_\_  
 Address: 993-280<sup>th</sup> Rd Seward Business Phone: 402 643 9328  
 Date & Time of Incident: 7-27-25 6:00pm Cell Phone: 402-641-1062  
 Location of Incident: between 7<sup>th</sup>+8<sup>th</sup> on Jackson Email: hackbrasinc@gmail.com  
 Type of Incident:  Injured Person  Property Damage  Automobile Accident (Check all that apply)

**INJURED PERSON**

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

**PROPERTY DAMAGE**

List Property Damaged: \_\_\_\_\_  
 Age of damaged property: \_\_\_\_\_ Estimated cost of repair: \_\_\_\_\_  
 How was the property damaged? \_\_\_\_\_  
 \_\_\_\_\_

**AUTOMOBILE ACCIDENT**

Driver, if other than owner: Corey Hackbart  
 Address: 993-280<sup>th</sup> Rd Seward Home Phone: 402 641-1062  
 Estimated cost of repair: ? TBD Business Phone: \_\_\_\_\_  
 Vehicle: (year, make, model) 2022 Chevy Tahoe Police Notified? Yes  No   
 Your description of the accident: Heading west on Jackson and the fence at the new water tower location fell over into the road hitting the car.

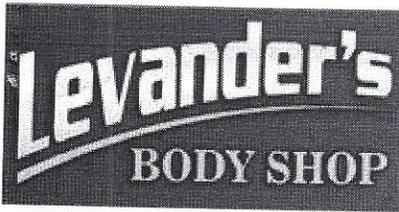
**INSURANCE INFORMATION**

Amount of Claim: 4,320.44 **(COPIES OF BILLS MUST BE ATTACHED VERIFYING AMOUNT OF CLAIM)**  
 Your Insurance Company: \_\_\_\_\_ Your Insurance Agent: \_\_\_\_\_  
 Insurance Company Phone: \_\_\_\_\_ Insurance Agent Phone: \_\_\_\_\_  
 Did you report a claim? Yes  No  Did you receive payment? Yes  No  Deductible: \_\_\_\_\_

**ADDITIONAL INFORMATION**

Any other pertinent information: (write on back if more space needed) \_\_\_\_\_  
 \_\_\_\_\_  
 Explain why you feel the City of Seward is responsible: The fence was not securely attached to the other fencing. We spoke with Tanner of the Street Dept immediately after as he was at the building and saw the fence.

SIGNATURE OF CLAIMANT:  DATE: 7-29-25



# Levander's Body Shop-Seward

VIVA LEVANDER'S!  
1778 Pine St, Seward, NE 68434  
Phone: (402) 643-9866

Workfile ID: c7b106fa  
Federal ID: 86-1191050

## Preliminary Estimate

**Customer: HACKBART, COREY**

Written By: Patrick Kelley

Insured: HACKBART, COREY      Policy #:      Claim #:  
Type of Loss:      Date of Loss:      Days to Repair: 0  
Point of Impact: 02 Right Front Pillar (Right Side)

**Owner:** HACKBART, COREY  
PO BOX 434  
SEWARD, NE 68434-0434  
(402) 641-1062 Cell  
(402) 643-1155 Evening

**Inspection Location:** Levander's Body Shop-Seward  
1778 Pine St  
Seward, NE 68434  
Repair Facility  
(402) 643-9866 Business

**Insurance Company:**

## VEHICLE

2022 CHEV Tahoe RST 4WD 4D UTV 6-3.0L Turbocharged Diesel Direct Injection BROWN

VIN: 1GNSKRKT2NR331994      Interior Color:      Mileage In: 51,945      Vehicle Out:  
License: 411951      Exterior Color: BROWN      Mileage Out:  
State: NE      Production Date: 6/2022      Condition:      Job #:

### TRANSMISSION

Automatic Transmission  
Overdrive  
4 Wheel Drive

### POWER

Power Steering  
Power Brakes  
Power Windows  
Power Locks  
Power Mirrors  
Heated Mirrors  
Power Driver Seat  
Power Passenger Seat

### DECOR

Dual Mirrors  
Privacy Glass  
Console/Storage

### CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Keyless Entry

Alarm

Message Center

Steering Wheel Touch Controls

Rear Window Wiper

Telescopic Wheel

Climate Control

Dual Air Condition

Navigation System

Backup Camera

Parking Sensors

Remote Starter

Home Link

### RADIO

AM Radio

FM Radio

Stereo

Search/Seek

Auxiliary Audio Connection

Premium Radio

Satellite Radio

### SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Traction Control

Stability Control

Front Side Impact Air Bags

Head/Curtain Air Bags

Communications System

Hands Free Device

Xenon or L.E.D. Headlamps

Positraction

Lane Departure Warning

### ROOF

Luggage/Roof Rack

### SEATS

Bucket Seats

Leather Seats

Heated Seats

3rd Row Seat

### WHEELS

20" Or Larger Wheels

Locking Wheels

### PAINT

Clear Coat Paint

### TRUCK

Trailer Hitch

Trailer Package

Running Boards/Side Steps

Power Trunk/Liftgate

## Preliminary Estimate

**Customer: HACKBART, COREY**

2022 CHEV Tahoe RST 4WD 4D UTV 6-3.0L Turbocharged Diesel Direct Injection BROWN

| Line                                  | Oper | Description   | Part Number | Qty | Extended Price \$ | Labor | Paint |
|---------------------------------------|------|---|-------------|-----|-------------------|-------|-------|
| 1                                     | #    | ** ADDITIONAL LABOR MAY BE INCURRED ONCE REPAIRS BEGIN*** |             | 1   |                   |       |       |
| 2                                     | #    | ** PART PRICES MAY CHANGE **                              |             | 1   |                   |       |       |
| 3                                     | #    | ** THIS IS NOT A FINAL **                                 |             | 1   |                   |       |       |
| <b>4 FRONT BUMPER &amp; GRILLE</b>    |      |   |             |     |                   |       |       |
| 5                                     | R&I  | R&I bumper cover  |             |     |                   | 1.7   |       |
| <b>6 FRONT LAMPS</b>                  |      |   |             |     |                   |       |       |
| 7                                     | R&I  | RT Headlamp assy  |             |     |                   | 0.5   |       |
| <b>8 HOOD</b>                         |      |   |             |     |                   |       |       |
| 9                                     | *    | Rpr Hood (ALU)  |             |     |                   | 2.0   | 3.2   |
| 10                                    |      | Add for Clear Coat  |             |     |                   |       | 1.3   |
| 11                                    | R&I  | R&I hood assy   |             |     |                   | 0.6   |       |
| 12                                    | #    | R&I HOOD DECALS   |             |     |                   | 0.4   |       |
| <b>13 FENDER</b>                      |      |   |             |     |                   |       |       |
| 14                                    | *    | Rpr RT Fender   |             |     |                   | 8.0   | 2.2   |
| 15                                    |      | Overlap Major Adj. Panel                                  |             |     |                   |       | -0.4  |
| 16                                    |      | Add for Clear Coat  |             |     |                   |       | 0.4   |
| 17                                    | R&I  | RT Fender liner w/o Z71, Police, SSV                      |             |     |                   | Incl. |       |
| 18                                    | R&I  | RT R&I fender assy  |             |     |                   | 2.0   |       |
| <b>19 COWL</b>                        |      |   |             |     |                   |       |       |
| 20                                    | R&I  | RT Side cover Tahoe                                       |             |     |                   | Incl. |       |
| <b>21 ROOF</b>                        |      |   |             |     |                   |       |       |
| 22                                    | R&I  | RT Roof molding w/luggage rack                            |             |     |                   | 0.3   |       |
| 23                                    | R&I  | RT Side rail black  |             |     |                   | 0.4   |       |
| <b>24 PILLARS, ROCKER &amp; FLOOR</b> |      |   |             |     |                   |       |       |
| 25                                    | *    | Rpr RT Uniside assy                                       |             |     | s                 | 3.0   | 3.0   |
| 26                                    |      | Overlap Major Adj. Panel                                  |             |     |                   |       | -0.4  |
| 27                                    | *    | Add for Clear Coat  |             |     |                   |       | 0.5   |
| <b>28 FRONT DOOR</b>                  |      |   |             |     |                   |       |       |
| 29                                    | *    | Rpr RT Door shell w/o body side moldings (ALU)            |             |     |                   | 3.0   | 2.4   |
| 30                                    |      | Overlap Major Adj. Panel                                  |             |     |                   |       | -0.4  |
| 31                                    | *    | Add for Clear Coat  |             |     |                   |       | 0.4   |
| 32                                    | R&I  | RT Upper molding black                                    |             |     |                   | 0.2   |       |
| 33                                    | *    | R&I RT Belt molding black                                 |             |     |                   | 0.3   |       |
| 34                                    | Repl | RT Nameplate "TAHOE" black                                | 84707393    | 1   | 68.55             | 0.2   |       |
| 35                                    | Repl | RT Mirror assy w/o blind spot                             | 84977312    | 1   | 200.40            | 0.6   |       |
| 36                                    | #    | Mirror Cover  |             | 1   |                   | 1.0   | 1.1   |
| 37                                    | R&I  | RT Handle, outside w/o chrome                             |             |     |                   | 0.4   |       |
| 38                                    | R&I  | RT R&I trim panel   |             |     |                   | 0.4   |       |
| 39                                    | R&I  | RT Water shield   |             |     |                   | 0.2   |       |

**Preliminary Estimate**

**Customer: HACKBART, COREY**

2022 CHEV Tahoe RST 4WD 4D UTV 6-3.0L Turbocharged Diesel Direct Injection BROWN

|                  |                                 |      |                                  |   |               |   |             |
|------------------|---------------------------------|------|----------------------------------|---|---------------|---|-------------|
| 40               | <b>QUARTER PANEL</b>            |      |                                  |   |               |   |             |
| 41               |                                 | R&I  | RT Upper molding black           |   |               |   | 0.2         |
| 42               |                                 | R&I  | RT Front molding black           |   |               |   | 0.2         |
| 43               | <b>MISCELLANEOUS OPERATIONS</b> |      |                                  |   |               |   |             |
| 44               | **                              | Repl | A/M Corrosion Protection         | 1 | 10.00         |   | 0.3         |
| 45               | **                              | Repl | A/M Cover Car                    | 1 | 5.00          | T |             |
| 46               | **                              | Refn | A/M Tint Color / Let down panels |   |               |   | 0.3         |
| 47               | #                               |      | HAZARDOUS WASTE                  | 1 | 5.00          |   | 0.5         |
| 48               | #                               | Rpr  | PRE REPAIR SCAN                  |   |               |   | 0.5 M       |
| 49               | #                               | Rpr  | POST REPAIR SCAN                 |   |               |   | 0.5 M       |
| <b>SUBTOTALS</b> |                                 |      |                                  |   | <b>288.95</b> |   | <b>26.9</b> |
|                  |                                 |      |                                  |   |               |   | <b>14.1</b> |

**ESTIMATE TOTALS**

| Category             | Basis         | Rate          | Cost \$         |
|----------------------|---------------|---------------|-----------------|
| Parts                |               |               | 283.95          |
| Body Labor           | 25.9 hrs @    | \$ 75.00 /hr  | 1,942.50        |
| Paint Labor          | 14.1 hrs @    | \$ 75.00 /hr  | 1,057.50        |
| Mechanical Labor     | 1.0 hrs @     | \$ 112.00 /hr | 112.00          |
| Paint Supplies       | 14.1 hrs @    | \$ 54.00 /hr  | 761.40          |
| Miscellaneous        |               |               | 5.00            |
| Subtotal             |               |               | 4,162.35        |
| Sales Tax            | \$ 2,107.85 @ | 7.5000 %      | 158.09          |
| <b>Grand Total</b>   |               |               | <b>4,320.44</b> |
| Deductible           |               |               | 0.00            |
| <b>CUSTOMER PAY</b>  |               |               | <b>0.00</b>     |
| <b>INSURANCE PAY</b> |               |               | <b>4,320.44</b> |

**MyPriceLink Estimate ID / Quote ID:**

1381987622934552576 / 146932629

Not responsible for paint over rust.  
 Not responsible for items left in vehicles.  
 Excessivly dirty vehicles will be charged a wash fee at the hourly shop rate.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF AUTOMOBILE PARTS NOT MADE BY THE ORIGINAL MANUFACTURER. PARTS USED IN THE REPAIR OF YOUR VEHICLE BY OTHER THAN THE ORIGINAL MANUFACTURER ARE REQUIRED TO BE AT LEAST EQUAL IN LIKE, KIND AND QUALITY IN TERMS OF FIT, QUALITY AND PERFORMANCE TO THE ORIGINAL MANUFACTURER PARTS THEY ARE REPLACING.

## Preliminary Estimate

### Customer: HACKBART, COREY

2022 CHEV Tahoe RST 4WD 4D UTV 6-3.0L Turbocharged Diesel Direct Injection BROWN

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR1GC21, CCC Data Date 08/01/2025, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (\*) or Double Asterisk (\*\*) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2024 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

#### SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

#### SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

#### OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. CFC=Carbon Fiber. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. STS=Stainless Steel. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Intelligent Solutions Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

2. Consideration of a Voluntary Annexation Request (**FINAL READING**) for Lot 1 Meyco Subdivision PUD and the Remaining Portions of Seward Rail Campus First Addition Corrected Plat and Seward Rail Campus PUD Second Addition - Building/Zoning & Code Enf. Director Dworak

Return to:  
City of Seward  
537 Main St  
Seward, NE 68434

**ORDINANCE NO. 2025-19**

AN ORDINANCE DECLARING THE ANNEXATION OF CERTAIN CONTIGUOUS AND ADJACENT TRACTS OF LAND, URBAN AND SUBURBAN IN CHARACTER, MORE SPECIFICALLY LOT 1 MEYCO SUBDIVISION PUD AND THE REMAINING PORTIONS OF SEWARD RAIL CAMPUS PUD FIRST ADDITION CORRECTED PLAT AND SEWARD RAIL CAMPUS PUD SECOND ADDITION, TO THE CORPORATE LIMITS OF THE CITY OF SEWARD, NEBRASKA, AND EXTENDING THE LIMITS THEREOF ACCORDINGLY; TO DESCRIBE THE REAL ESTATE TO BE ANNEXED AND ITS BOUNDARIES; 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. TERRITORY ANNEXED; DESCRIPTION. The following described property, having been petitioned for annexation by all of the property owners of said property, is annexed to the corporate limits of the City of Seward, as follows:

LOTS 8 AND 9 OF THE SEWARD RAIL CAMPUS PUD FIRST ADDITION CORRECTED PLAT, A SUBDIVISION LOCATED IN THE SE  $\frac{1}{4}$  OF SECTION 29, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6<sup>TH</sup> P.M., SEWARD COUNTY, NEBRASKA, TOGETHER WITH LOTS 15, 16, 17, 18, OUTLOTS J AND H, TOGETHER WITH A PORTION OF LOT 14 OF THE SEWARD RAIL CAMPUS PUD SECOND ADDITION PLAT, A SUBDIVISION LOCATED IN THE SE  $\frac{1}{4}$  OF SECTION 29, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6<sup>TH</sup> P.M., SEWARD COUNTY, NEBRASKA. TOGETHER WITH LOT 1 AND EXCEPTING LOT 2 OF THE MEYCO SUBDIVISION PUD PLAT, A SUBDIVISION LOCATED IN THE SE  $\frac{1}{4}$  OF SECTION 29, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6<sup>TH</sup> P.M., SEWARD COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 29, THENCE S 89° 42' 50" E ALONG THE NORTH LINE OF THE SE  $\frac{1}{4}$  OF SECTION 29, ALSO BEING THE NORTH LINE OF RIGHT-OF-WAY DEDICATION OF THE SEWARD RAIL CAMPUS PUD SECOND ADDITION PLAT. SAID LINE ALSO BEING THE NORTH LINE OF RIGHT-OF-WAY DEDICATION OF THE MEYCO SUBDIVISION PUD PLAT, DISTANCE OF 1315.96 FEET TO THE NE CORNER OF THE WEST  $\frac{1}{2}$  OF THE SE  $\frac{1}{4}$  OF SECTION 29. SAID CORNER ALSO BEING THE CURRENT CORPORATE LIMITS OF THE CITY OF SEWARD, NEBRASKA. THENCE S 0° 33' 47" W ALONG THE EAST LINE OF THE WEST  $\frac{1}{2}$  OF THE SE  $\frac{1}{4}$  A DISTANCE OF 76.50 FEET TO THE NE CORNER OF

LOT 2 OF THE MEYCO SUBDIVISION PUD PLAT, A SUBDIVISION LOCATED IN THE SE ¼ OF SECTION 29, SEWARD COUNTY, NEBRASKA. SAID LINE ALSO BEING THE CURRENT CORPORATE LIMITS OF THE CITY OF SEWARD, NEBRASKA. THENCE, N 84° 11' 33" W ALONG THE NORTHERLY LINE OF SAID LOT 2, A DISTANCE OF 171.49 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 2. SAID CORNER ALSO BEING THE NE CORNER OF LOT 1 OF SAID SUBDIVISION. THENCE S 0° 55' 48" E ALONG THE NORTHWESTERLY LINE OF SAID LOT 2 A DISTANCE OF 370.74 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 2. SAID CORNER ALSO BEING THE SE CORNER OF LOT 1 OF SAID MEYCO SUBDIVISION PUD PLAT. THENCE, S 89° 04' 29" W ALONG THE SOUTHERLY LINE OF SAID LOT 1 A DISTANCE OF 260.00 FEET TO THE SW CORNER OF SAID LOT 1. SAID CORNER ALSO BEING THE CORNER OF SAID LOT 2. THENCE, S 0° 55' 48" W ALONG THE WESTERLY LINE OF LOT 2, A DISTANCE OF 119.99 FEET TO THE WESTERLY CORNER OF LOT 2. SAID CORNER ALSO BEING THE CORNER OF OUTLOT J OF THE SEWARD RAIL CAMPUS PUD SECOND ADDITION PLAT. THENCE, S 7° 2' 24" E ALONG THE WESTERLY LINE OF LOT 2, A DISTANCE OF 508.66 FEET TO THE SW CORNER OF SAID LOT 2. SAID LINE AND CORNER ALSO BEING COINCIDENT WITH THE EAST LINE AND CORNER OF OUTLOT J OF SAID SEWARD RAIL CAMPUS PUD SECOND ADDITION PLAT. THENCE, S 89° 24' 42" E ALONG THE SOUTHERLY LINE OF SAID LOT 2 TO THE SE CORNER OF SAID LOT 2, A DISTANCE OF 361.00 FEET. SAID LINE AND CORNER ALSO BEING COINCIDENT WITH THE LINE AND CORNER OF OUTLOT J OF SAID SEWARD RAIL CAMPUS PUD SECOND ADDITION PLAT. THENCE, S 0° 33' 47" W ALONG THE EAST LINE OF THE WEST ½ OF THE SE ¼ OF SAID SECTION 29 A DISTANCE OF 1590.26 FEET TO THE SE CORNER OF THE WEST ½ OF THE SE ¼ OF SAID SECTION 29. SAID LINE ALSO BEING THE EAST LINE OF LOT 15 OF THE SEWARD RAIL CAMPUS PUD SECOND ADDITION PLAT, A SUBDIVISION LOCATED IN THE SE ¼ OF SAID SECTION 29, SEWARD COUNTY, NEBRASKA. SAID LINE ALSO BEING THE EAST LINE OF LOT 8 OF THE SEWARD RAIL CAMPUS PUD FIRST ADDITION CORRECTED PLAT, A SUBDIVISION LOCATED IN THE SE ¼ OF SAID SECTION 29, SEWARD COUNTY, NEBRASKA. SAID LINE ALSO BEING THE CURRENT CORPORATE LIMITS OF THE CITY OF SEWARD, NEBRASKA. THENCE, N 89° 37' 20" W ALONG THE SOUTH LINE OF THE WEST ½ OF THE SE ¼ OF SAID SECTION 29, A DISTANCE OF 1315.17 FEET TO THE S ¼ CORNER OF SAID SECTION 29. SAID LINE ALSO BEING THE SOUTH LINE OF LOT 8 AND 9 OF THE SEWARD RAIL CAMPUS PUD FIRST ADDITION CORRECTED PLAT, A SUBDIVISION LOCATED IN THE SE ¼ OF SAID SECTION 29, SEWARD COUNTY, NE. THENCE, N 0° 32' 58" E ALONG THE WEST LINE OF THE W ½ OF THE SE ¼ OF SAID SECTION 29. SAID LINE ALSO BEING THE WEST LINE OF LOT 9 OF THE SEWARD RAIL CAMPUS PUD FIRST ADDITION CORRECTED PLAT, A SUBDIVISION LOCATED IN THE SE ¼ OF SAID SECTION 29, SEWARD COUNTY, NEBRASKA. SAID LINE ALSO BEING THE WEST LINE OF LOT 16, AND 17 OF THE SEWARD RAIL CAMPUS PUD SECOND ADDITION PLAT, A SUBDIVISION LOCATED IN THE SE ¼ OF SAID SECTION 29, SEWARD COUNTY, NEBRASKA, A DISTANCE OF 2644.39 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 3,167,899 SQUARE FEET OR 72.72 ACRES MORE OR LESS.

Section 2. CORPORATE LIMITS EXTENDED. The corporate limits are hereby extended to include the territory described in Section 1 of this Ordinance as part of the corporate limits of the City of Seward, Nebraska, as the same is designated, and hereby shall be part of and annexed to the City of Seward, Seward County, Nebraska.

Section 3. FILING AND RECORDING. A certified copy of this Ordinance declaring such annexation under the Seal of the City of Seward, Nebraska, shall be filed with the office of the County

Clerk of Seward County, Nebraska.

Section 4. BENEFITS TO INHABITANTS. The inhabitants of the above described territory as set forth in Section 1 of this Ordinance, annexed to the corporate limits of the City of Seward Nebraska, shall receive substantially the benefits of all other inhabitants of the City and such inhabitants shall be subject to the Ordinances and Regulations of the City of Seward, Nebraska.

Section 5. PAMPHLET FORM; PUBLICATION; WHEN OPERATIVE. This ordinance shall be published in pamphlet form and shall be in full force and effect from and after its passage, approval, and publication as provided by law and city ordinance.

Passed and approved this \_\_\_ day of \_\_\_\_\_, 2025.

THE CITY OF SEWARD, NEBRASKA,

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

ATTEST:

\_\_\_\_\_  
Derek Bargmann, City Clerk

3. Consideration of Consent Approving Assignment of the US Cellular Water Tower Lease Agreement to a Separate US Cellular Entity Entitled 'USCC Wireless Holdings, LLC' for the Purpose of the Potential Sale of Assets in the City and Transfer of the Lease Agreement to T-Mobile - City Engineer Oneby



April 11, 2025

City of Seward  
537 Main Street, Box 38  
Seward, Nebraska 68434

**Re: Transaction Notice**

Dear Sir/Madam:

This notice is being delivered on behalf of United States Cellular Corporation and its subsidiaries (collectively, "UScellular").

With respect to the Tower and Ground Space Lease dated 2/16/2010 by and between City of Seward ("you") and USCOC of Nebraska/Kansas, LLC (as may have been amended from time to time, and including, as applicable, all letter or sub-agreements, exhibits, schedules, appendices, term sheets, statements of work, and work orders related thereto, collectively the "Lease"), we hereby notify you that (1) as part of an internal reorganization, the Lease may be assigned to another UScellular entity: USCC Wireless Holdings, LLC located at the same address and telephone number listed below (the "Assignment"), which will assume all obligations under the Lease; and, (2) should the Transaction (defined below) be consummated, such entity will be controlled by T-Mobile US, Inc. ("T-Mobile") (item (2), the "Change in Control").

"Transaction" refers to the sale of UScellular's wireless operations and select spectrum assets to T-Mobile, as announced by the companies on May 28, 2024. UScellular expects the Transaction to close in mid-2025, subject to receipt of regulatory approvals and the satisfaction of customary closing conditions.

In accordance with the Lease, we respectfully request that you consent to the Assignment and Change in Control by returning this document, countersigned by an authorized representative of your company and delivered by certified mail, on or before May 7, 2025 to the address specified below my signature line, along with a courtesy PDF copy to: [USCCREcontracts@uscellular.com](mailto:USCCREcontracts@uscellular.com). By consenting to the Assignment and Change in Control, you agree to waive any claims against UScellular in connection therewith, and to release UScellular and its affiliates (other than USCC Wireless Holdings, LLC) from their obligations and liabilities existing or arising under the Lease, including as a guarantor, as of the consummation of the Transaction, and agree that the Lease will remain in full force and effect immediately after the completion of the Transaction on the same terms and conditions as existed immediately prior to the Assignment.

Please note that by delivering this letter, UScellular does not hereby admit that such consent, notice or waiver, as applicable, is required under the terms of the Lease. In addition, you agree to treat the contents of this letter as confidential.



Thank you for your attention to and consideration of this request.

Sincerely yours,

By: *Adriana Rios Welton*  
Adriana Rios Welton  
General Counsel and  
Chief of Government Affairs

United States Cellular Corporation  
8410 West Bryn Mawr Avenue  
Chicago, IL 60631  
(888) 944-9400

Additional Notice: N/A

Site Number: 855391

City of Seward

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**TOWER AND GROUND  
SPACE LEASE**

This Option Tower and Ground Space Lease (the "Lease") is made by and between the City of Seward, whose address is 537 Main Street, Box 38, Seward, Nebraska 68434, hereinafter referred to as "Landlord", and USCOC Nebraska/Kansas, LLC, a Delaware limited liability company, Attn.: Real Estate, 8410 West Bryn Mawr Avenue, Suite 700, Chicago, Illinois 60631, hereinafter referred to as "Tenant".

WHEREAS, Landlord owns a communications tower (the "Tower") located on a parcel of land (the "Site"), at a Latitude of 40-54-32 and Longitude 97-06-03.1 (NAD 83), with an address of 223 7<sup>th</sup> Street in the City of Seward, in Seward County, State of Nebraska, as such Site is legally described on Exhibit A attached hereto and made a part hereof.

WHEREAS, Tenant desires to continue to occupy, and Landlord is willing to continue to provide, attachment locations upon the Tower and Ground Space (as hereinafter defined) at the Site for Tenant's cellular common carrier mobile radio base station operations, including related telecommunications functions.

NOW, THEREFORE, in consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. Lease Premises. Landlord hereby grants to Tenant the following described premises (the "Premises") together with unrestricted access for Tenant's uses from the nearest public right-of-way along the Site:

(i) Attachment locations upon the Tower at a height of 150'-158' for the placement and affixing of three (3) cellular antennas, at the heights and orientations shown on Exhibit B attached hereto;

(ii) Attachment locations upon the Tower at a height of N/A for the placement and affixing of a microwave radio dish antenna at the height and orientation shown on Exhibit B attached hereto (the attachment locations described in Section 1(a)(i) and 1(a)(ii) are referred to herein as the "Tower Space"); and

(iii) A parcel of ground space adjacent to the base of the Tower, as shown on Exhibit B attached hereto (the "Ground Space"), for the placement of a radio station equipment shelter measuring approximately Twenty (20') feet by Thirty (30') feet ("Tenant's Building") upon a poured concrete foundation.

2. Easements. Landlord hereby confers upon Tenant the following described nonexclusive easement appurtenant to the Premises, which shall be irrevocable for the duration hereof:

the right to place and affix such lines, conduits, connections, devices, and equipment for the transmission, reception, encryption and translation of voice and data signals by means of radio frequency energy and landline carriage, including lines for signal carriage

between the Ground Space and the Tower Space (all such items, along with the items attached on **Exhibit B** hereto, are collectively referred to herein as the "Equipment"), as Tenant, in its sole discretion, deems necessary or desirable for the conduct of Tenant's business, subject to Landlord's prior consent to any significant changes which Tenant may from time to time propose to make to said Equipment, which consent shall not unreasonably be withheld or delayed;

b. the right to extend and connect utility lines between Tenant's Building and suitable utility company service connection points;

c. the right to travel between the Premises and the public road over the Site and other routes which Landlord is entitled to use; and

d. the right to traverse other portions of the Site as is reasonably necessary to access, repair and maintain the Premises or otherwise to accomplish Tenant's purposes as contemplated herein.

3. Use of Premises. Tenant shall be entitled to use the Premises to install, operate, and maintain thereon a cellular common carrier mobile radio base station, including system networking, station control, back-up power devices, legally required signage and performance monitoring functions, but for no other use or purpose. Tenant's use of the Premises shall at all times comply with and conform to all laws and regulations applicable thereto.

4. Initial Term. The initial Lease term will be five (5) years (the "Initial Term"), commencing upon the Commencement Date (as defined below) and terminating at midnight on the day in which the fifth (5<sup>th</sup>) anniversary of the Commencement Date falls.

5. Option to Renew. The Initial Term of this Lease shall automatically extend for up to five (5) additional terms of five (5) years each (the "Renewal Term(s) upon a continuation of all the same provisions hereof, unless Tenant gives Landlord written notice of Tenant's intention to terminate the Lease or Landlord gives Tenant written notice of Landlord's intention to terminate the Lease at least one hundred and eighty (180) days before the expiration of the Initial or any Renewal Term.

6. Option to Terminate. Intentionally Deleted.

7. Base Rent. Commencing upon full execution of this Lease (the "Commencement Date"), Tenant shall pay Base Rent to Landlord in the amount of Two Thousand Twelve and 50 cents (\$2,012.50) dollars per month, the first payment of which shall be due within thirty (30) days of the Commencement Date, and installments thereafter on the first day of each calendar month, provided that Landlord shall submit to Tenant a complete and accurate IRS form W9 prior to Tenant's first payment of rent. Landlord shall specify the name, address, and taxpayer identification number of a sole payee (or maximum two joint payees) who shall receive Base Rent on behalf of the Landlord Base Rent will be prorated for any partial month. Any change to the Payee must be requested in accordance with the Notice provision herein, and a new IRS form W9 must be supplied prior to payment by Tenant to the new Payee.

8. Adjusted Base Rent. At the beginning of each Renewal Term throughout the duration of the Lease as renewed and extended, the Rent shall be increased by fifteen (15%) percent over the previous term's Rent.

9. Tenant's Personal Property. Landlord acknowledges and agrees that all of Tenant's Equipment and other personal property of Tenant kept or stored on the Premises by Tenant constitute personal property, not real property, and shall continue to be the personal and exclusive property of Tenant, and neither Landlord nor any person claiming by, through or under Landlord shall have any right, title or interest (including without limitation, a security interest) in Tenant's Equipment. Tenant, and Tenant's successors in interest, shall have the right to remove Tenant's Equipment at any time during the Term of this Lease or its earlier termination. With respect to the holder of any mortgage, deed of trust or other lien affecting Landlord's interest in the Premises, whether existing as of the date hereof or arising hereafter, Landlord and Tenant hereby agree, acknowledge and declare that Tenant's Equipment is now and shall at all times hereafter remain the personal and exclusive property of Tenant. The parties further acknowledge and agree that Landlord shall have no right or authority to grant a lien upon or security interest in any of Tenant's Equipment.

10. Tower Maintenance.

a. Landlord represents that it has the right and responsibility to repair and maintain the Tower. If the Tower is damaged for any reason, other than by reason of the willful misconduct or gross negligence of Tenant or its agents, so as to render it substantially unusable for Tenant's intended use, Base Rent shall abate until Landlord, at Landlord's expense, restores the Tower to its condition prior to such damage; provided, however, in the event Landlord fails to repair the Tower within thirty (30) days following the date of such damage, Tenant shall have the right to terminate this Lease by giving Landlord written notice thereof, as long as Tenant has not resumed operations upon the Premises. Landlord shall provide space satisfactory to Tenant in the location shown in the Site Drawing attached hereto as Exhibit A in order for Tenant to operate temporary cellular facilities during the course of any repairs that cannot be completed without Tenant's relocation.

b. If applicable, Landlord shall have the right to request Tenant's relocation once during any ten (10) year period for the purpose of completing general maintenance or painting to or on the Tower, so long as Landlord provides Tenant with six (6) months advance notice in writing to Tenant. This notice requirement shall not affect any situation where Landlord must request Tenant's relocation in the event of an emergency as necessary to protect the health, safety, and welfare of visitors or Landlord's other tenants. In the event of a relocation request under this Section, Tenant agrees to cover the costs of relocating its equipment. If such approval is to include going through any permitting process of the Landlord, Landlord shall waive any permit fees for Tenant for its reinstallation. Landlord shall provide space satisfactory to Tenant in the location shown in the Site Drawing attached hereto as Exhibit A in order for Tenant to operate temporary cellular facilities during the course of any maintenance that cannot be completed without Tenant's relocation. Landlord shall take all steps possible to ensure that Tenant is off the Tower for the minimum length of time possible.

11. Aviation Hazard Marking. Landlord agrees to be solely responsible for full compliance, at all times, with the Tower marking, lighting, maintenance, inspection, recording, registration, and notification requirements of the Federal Aviation Administration (“FAA”).

12. FCC Tower Registration. Tenant shall be responsible for registering the Tower with the Federal Communications Commission (FCC), if required by the FCC.

13. Utilities. Landlord shall ensure that utility services are accessible and available at the Site for Tenant’s intended use. Tenant shall be responsible for the separate metering, billing, and payment of the utility services consumed by its operations.

14. Taxes. Tenant shall pay prior to delinquency any personal property taxes levied against Tenant’s Building and Tenant’s Equipment. Landlord shall pay prior to delinquency any real estate taxes and assessments attributable to the land underlying the Site, and any personal property taxes levied against the Tower, and any other of Landlord’s equipment or property.

15. Access. Tenant shall have 24 hours a day, 7 days a week access to the Ground Space and Tower at all times during the term of this Lease and any Renewal Term. However, Tenant shall contact Landlord prior to climbing the tower and wait to be met by Representative of the Landlord. Landlord agrees that a Representative will be on call and available for this purpose 24 hours a day, 7 days a week at no expense to the Tenant. Tenant and tenant’s agents, employees or contractors must meet the following:

- a. Tenant certifies that agents, employees or contractors are U.S. Citizens or have proper authority to work within the United States.
- b. Tenant certifies that employees have had a criminal background check.

16. Compliance with Laws. Subject to Section 10, Tenant shall, at Tenant’s cost and expense, comply with all federal, state, county or local laws, rules, regulations and ordinances now or hereafter enacted by any governmental authority or administrative agency having jurisdiction over the Premises and Tenant’s operations thereupon.

17. Mutual Indemnification.

(a) To the extent permitted by law, Tenant agrees to defend, indemnify and save harmless Landlord from and against all claims, losses, costs, expenses, or damages from a third party, arising from (i) the negligence, willful misconduct or strict liability of Tenant, or its agents, employees, or contractors; or (ii) any material breach by Tenant of any provision of this Lease. This indemnity and hold harmless agreement will include indemnity against all reasonable costs, expenses, and liabilities incurred in or in connection with any such claim, and the defense thereof. Notwithstanding the foregoing, Tenant will have no liability to Landlord to the extent any claims, losses, costs, expenses, or damages arise out of or result from any act, omission, or negligence of Landlord, or of Landlord’s agents, employees or contractors.

(b) To the extent permitted by law, Landlord agrees to defend, indemnify and save harmless Tenant from and against all claims, losses, costs, expenses, or damages from a third party, arising from (i) the negligence, willful misconduct or strict liability of Landlord or its agents, employees, or contractors; or (ii) any material breach by Landlord of any provision of this Lease. This indemnity and hold harmless agreement will include indemnity against all reasonable costs, expenses, and liabilities incurred in or in connection with any such claim, and the defense thereof. Notwithstanding the foregoing, Landlord will have no liability to Tenant to the extent any claims, losses, costs, expenses, or damages arise out of or result from any act, omission, or negligence of Tenant, or of Tenant's, agents, employees or contractors.

18. Insurance.

(a) Tenant shall maintain commercial general liability insurance insuring against liability for bodily injury, death or damage to personal property with combined single limits of One Million and No/100 Dollars (\$1,000,000). In addition, Tenant shall maintain worker's compensation in statutory amounts, employer's liability insurance with combined single limits of One Million and No/100 Dollars (\$1,000,000); automobile liability insurance insuring against claims for bodily injury or property damage with combined single limits of One Million and No/100 Dollars (\$1,000,000); and all risk property insurance covering all personal property of Tenant for full replacement value. Tenant shall provide Landlord with evidence of such insurance in the form of a certificate of insurance prior to obtaining occupancy of the Premises and throughout the term of this Lease.

(b) Landlord shall maintain general liability insurance insuring against liability for bodily injury, death or damage to personal property with combined single limits of One Million and No/100 Dollars (\$1,000,000). In addition, to the extent required by law, Landlord shall maintain worker's compensation in statutory amounts and employer's liability insurance with combined single limits of One Million and No/100 Dollars (\$1,000,000). Landlord shall provide Tenant with evidence of such insurance in the form of a certificate of insurance prior to Tenant obtaining occupancy and throughout the term of this Lease.

19. Interference.

a. Subject to Tenant's right to use the Premises as set forth in Section 3, Tenants shall not otherwise use the Premises in any way which interferes with the use of the Property by Landlord, or lessees or licensees of Landlord, with rights in the Property prior in time to Tenant's (subject to Tenant's right under this Lease, including without limitation, non-interference). Similarly, landlord shall not use, nor shall Landlord permit its tenants, licensees, employees, invitees or agents to use any portion of the Property in any way that interferes with Tenant's use of the Premises or the operations of Tenant.

b. Landlord shall not use, nor shall Landlord permit its tenants to use, any portion of the Tower or the Site in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by Landlord, and Landlord shall have the

responsibility to promptly cause any such interference to be eliminated. If said interference cannot be eliminated within twenty-four (24) hours after receipt of notice that such interference is occurring, Landlord shall discontinue or cause to be discontinued the operation of any equipment causing the interference until the same can be corrected. In the event any such interference does not cease promptly after Landlord's receipt of notice of said interference, Tenant shall have the right, in addition to any other right that it may have at law or in equity, to enjoin such interference or to terminate this Lease.

20. Default. Tenant shall be in default of this Lease if Tenant fails to make a payment of rent when due and such failure continues for fifteen (15) days after Landlord notifies Tenant in writing of such failure. If Landlord or Tenant fails to comply with any provision of this Lease, the other party shall serve written notice of such failure upon the defaulting party, whereupon a grace period of thirty (30) days shall commence to run during which the defaulting party shall undertake and diligently pursue a cure of such failure at its sole cost and expense. Such grace period shall automatically be extended for an additional thirty (30) days, provided the defaulting party makes a good faith showing that efforts toward a cure are continuing. This Section shall not apply in the case of interference, which instead shall require immediate and effective curative action in accordance with Section 19 hereof.

21. Quiet Enjoyment. Landlord covenants that Tenant shall have quiet and peaceable possession of the Premises throughout the Initial Lease Term as the same may be extended, and that Landlord will not intentionally disturb Tenant's enjoyment thereof as long as Tenant is not in default under this Lease.

22. Title, Access and Authority. Landlord covenants and warrants to Tenant that Landlord presently owns the fee simple interest in and to the Site; that the Premises are served by legal access from a public way; that Landlord is duly authorized and empowered to enter into this Lease; and that the person executing this Lease on behalf of the Landlord warrants himself to be duly authorized to bind the Landlord hereto.

23. Assignment and Subleasing of Tenant's Interest. This Lease shall not be assignable by the Tenant to any other party without obtaining Landlord's consent, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant's right to effect an outright transfer of the Lease, and the right of any collateral assignee to seize the Premises as defaulted security, is subject only to the limitation that the Premises shall be used for the purposes permitted herein. Tenant shall notify Landlord in writing of the name and address of any assignee or collateral assignee.

24. Environmental Warranty. Landlord hereby represents and warrants to Tenant that Landlord has never generated, stored, handled, or disposed of any hazardous waste or hazardous substances upon the Site, and that Landlord has no knowledge of such uses historically having been made of the Site or such substances historically having been introduced thereupon.

25. Compliance with FCC Radio Frequency Emissions Requirements.

a. It shall be the responsibility of Tenant to ensure that Tenant's use, installation, or modification of Equipment at the Site does not cause radio frequency exposure levels of

all the existing equipment located at the Site and in the surrounding vicinity (including the communications equipment, Landlord's equipment, and all other transmitting equipment in the vicinity) to exceed those levels permitted by the FCC. Landlord shall require other tenants installing equipment after the installation of the communications equipment to bear the same responsibility.

b. Tenant agrees that in the event that there is any change to applicable rules, regulations, and procedures governing exposure to radio frequency radiation which place the Tower in non-compliance, Tenant will cooperate with Landlord and other users of the Tower to bring the Tower into compliance, which cooperation shall include, but not be limited to, sharing pro rata the costs associated with bringing the Tower into compliance.

26. Subordination. Tenant agrees to subordinate this Lease to any mortgage or trust deed which may hereafter be placed on the Premises, provided the mortgagee or trustee thereunder shall ensure to Tenant the right to possession of the Premises and other rights granted to Tenant herein so long as Tenant is not in default beyond any applicable grace or cure period, such assurance to be in writing and otherwise in form and substance reasonably satisfactory to Tenant. Further, Landlord agrees to promptly have any mortgagee or trustee which has a mortgage or trust deed currently placed on the Premises execute a non-disturbance agreement in a form reasonably satisfactory to Tenant.

27. Notices. Any notice, request or demand required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed sufficiently given if delivered by messenger at the address of the intended recipient, sent prepaid by Federal Express (or a comparable guaranteed overnight deliver service), or deposited in the United States first class mail (registered or certified, postage prepaid, with return receipt requested), addressed to the intended recipient at the address set forth below or at such other address as the intended recipient may have specified by written notice to the sender in accordance with the requirements of this paragraph. Any such notice, request, or demand so given shall be deemed given on the day it is delivered by messenger at the specified address, on the day after deposit with Federal Express (or a comparable overnight delivery service), or on the day that is five (5) days after deposit in the United States mail, as the case may be.

TENANT: USCOC Nebraska/Kansas, LLC  
Attention: Real Estate Department  
8410 West Bryn Mawr Avenue  
Suite 700  
Chicago, Illinois 60631

LANDLORD: City of Seward  
537 Main Street, P.O. Box 38  
Seward, Nebraska 68434  
Attention: Dan Berlowitz

28. Contingencies. Tenant shall have the right to terminate this Lease upon written notice to Landlord, relieving both parties of all further obligations hereunder, if Tenant, acting

reasonably and in good faith, shall be unable to obtain any or all licenses or permits required to construct its intended improvements upon the Premises and/or conduct Tenant's business at the Premises at any time during the Term; if Tenant's technical reports fails to establish to Tenant's satisfaction that the Premises are capable of being suitably engineered to accomplish Tenant's intended use of the Premises; or a title commitment or report obtained by Tenant with respect to the Premises shows as exceptions any encumbrances or restrictions which would, in Tenant's opinion, interfere with Tenant's intended use of the Premises.

29. Surrender. Upon the expiration or earlier termination of this Lease, Tenant shall remove all of Tenant's property from the Premises and surrender the Premises to Landlord in good condition, reasonable wear and tear excepted.

30. Tenant's Self-Help. If Landlord at any time fails to perform any of its obligations under Section 10 of this Lease, Tenant shall have the right, but not the obligation, upon giving the Landlord at least two (2) days prior written notice of its election to do so (except in the event of an emergency, when no prior notice shall be required) to perform such obligations on behalf of and for the account of Landlord, and to take all necessary action to perform such obligations. Tenant's costs and expenses incurred in performing such obligations of Landlord shall promptly be reimbursed by Landlord with interest at the highest rate allowed by applicable law.

32. Installation and Removal. The manner of installation of its system by the Tenant shall be approved by the Water/Waste Water Superintendent of the City of Seward prior to installation. The Superintendent shall have a period of fifteen (15) calendar days to approve or reject the manner of installation. If damage occurs during installation or removal of the system on the water tower, Tenant shall be responsible for repairing any damage or painting any areas requiring repair.

31. Remedies. The parties shall be entitled to the application of all appropriate remedies available to them under state and federal law in the enforcement of this Lease.

32. Binding Effect. All of the covenants, conditions, and provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

33. Execution of Other Instruments. Landlord agrees to execute, acknowledge, and deliver to Tenant other instruments respecting the Premises, as Tenant may reasonably request from time to time: provided that any such instruments are merely in furtherance of, and do not substantially expand, Tenant's rights and privileges herein established. Landlord also agrees to reasonably cooperate with Tenant's efforts to obtain all private and public consents related to Tenant's use of the Premises, so long as such cooperation does not impose a material financial burden on Landlord.

34. Invalidity of Particular Provision. If any term or provision of this Lease, or the application of such term or provision to any person or circumstance, to any extent, is invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be

affected and each term and provision of this Lease will be valid and be enforced to the fullest extent permitted by law.

35. Governing Law. This Lease will be governed by the laws of the State in which the Premises is located.

36. Recording. Each party, on request of the other, agrees to execute a short form lease in recordable form and complying with applicable laws and reasonably satisfactory to both parties, which will be recorded in the appropriate public records.

37. Headings. The section headings throughout this instrument are for convenience and reference only, and are not to be used to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease.

38. Entire Agreement; Waiver. This Lease constitutes the entire agreement of the parties, and may not be modified except in writing signed by the party against whom such modification is sought to be enforced. No waiver at any time of any of the provisions of the Lease will be effective unless in writing. A waiver on one occasion will not be deemed to be a waiver at any subsequent time.

39. Modifications. This Lease may not be modified, except in writing signed by both parties.

40. Errors and Omissions. Landlord and Tenant agree as part of the basis of their bargain for this Lease to cooperate fully in executing any and all documents (including amendments to this Lease) necessary to correct any factual or legal errors, omissions, or mistakes, and to take any and all additional action, that may be necessary or appropriate to give full force and effect to the terms and intent of this Lease.

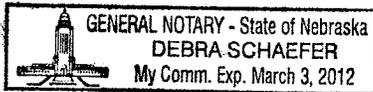
41. Non-binding until Full Execution. Both parties agree that this Lease is not binding on both parties until both parties execute the Lease.

[END OF LEASE - SIGNATURE PAGE FOLLOWS]

STATE OF NEBRASKA )  
 )  
COUNTY OF SEWARD )

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that ROGER E GLAWATZ (name), the MAYOR (title), known to me to be the same person whose name is subscribed to the foregoing Tower and Ground Space Lease, appeared before me this day in person and acknowledged that (he) (she) signed the said Lease as (his) (her) free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this 16<sup>th</sup> day of December, 2009.



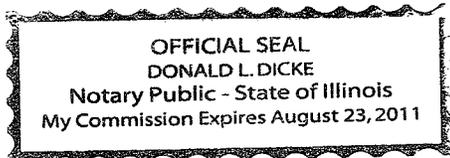
Debra Schaefer  
Notary Public

My commission expires March 3, 2012

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that STEVEN T. CAMPBELL, Vice President, known to me to be the same person whose name is subscribed to the foregoing Tower and Ground Space Lease, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Lease as his free and voluntary act on behalf of the named Tenant corporation, for the uses and purposes therein stated.

Given under my hand and seal this 16<sup>th</sup> day of February, 2010.



Donald L. Dicke  
Notary Public

My commission expires 8/23/11

**EXHIBIT A**

**Legal Description of Parent Parcel, Leasehold Parcel and Access/Utility Easement**

**Parent Parcel**

**Lots 10, 11 and 12, Block 39, Cloyd's Addition to the City of Seward, as surveyed, platted and recorded in Seward County, Nebraska**

**Address: 223 North 7th Street, Seward, NE 68434**

**DESCRIPTION OF LEASE AREA**

A LEASE AREA TO BE DESCRIBED AS FOLLOWS.

COMMENCING AS A POINT OF REFERENCE A 3/4" SQUARE REBAR IN A MONUMENT WELL FOUND AT THE INTERSECTION OF JACKSON AVENUE AND NORTH 7TH STREET; THENCE NORTH 01°59'10" WEST, ON THE CENTERLINE OF NORTH 7TH STREET, A DISTANCE OF 34.00 FEET, TO A POINT ON THE NORTH RIGHT OF WAY OF JACKSON AVENUE EXTENDED; THENCE SOUTH 88°28'41" WEST, ON THE NORTH RIGHT OF WAY OF JACKSON AVENUE, A DISTANCE OF 149.94 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING ON THE PREVIOUS BEARING OF SOUTH 88°28'41" WEST, ON SAID RIGHT OF WAY, A DISTANCE OF 8.00 FEET; THENCE NORTH 01°56'07" WEST, A DISTANCE OF 13.96 FEET; THENCE NORTH 88°03'43" EAST, A DISTANCE OF 9.00 FEET; THENCE SOUTH 01°56'07" EAST, A DISTANCE OF 14.02 FEET TO THE POINT OF BEGINNING;

**DESCRIPTION OF ACCESS/UTILITY EASEMENT**

AN ACCESS EASEMENT TO BE DESCRIBED AS FOLLOWS;

COMMENCING AS A POINT OF REFERENCE A 3/4" SQUARE REBAR IN A MONUMENT WELL FOUND AT THE INTERSECTION OF JACKSON AVENUE AND NORTH 7TH STREET; THENCE NORTH 01°59'10" WEST, ON THE CENTERLINE OF NORTH 7TH STREET, A DISTANCE OF 34.00 FEET, TO A POINT ON THE NORTH RIGHT OF WAY OF JACKSON AVENUE EXTENDED; THENCE SOUTH 88°28'41" WEST, ON THE NORTH RIGHT OF WAY OF JACKSON AVENUE, A DISTANCE OF 145.94 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING ON THE PREVIOUS BEARING OF SOUTH 88°28'41" WEST, ON SAID RIGHT OF WAY, A DISTANCE OF 20.00 FEET; THENCE NORTH 01°53'10" WEST, A DISTANCE OF 18.90 FEET; THENCE NORTH 88°03'43" EAST, A DISTANCE OF 20.41 FEET; THENCE SOUTH 00°04'45" EAST, A DISTANCE OF 19.05 FEET TO THE POINT OF BEGINNING;

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## DESCRIPTION OF ACCESS/UTILITY EASEMENT

AN ACCESS EASEMENT TO BE DECRIED AS FOLLOWS;

COMMENCING AS A POINT OF REFERENCE A  $\frac{3}{4}$ " SQUARE REBAR IN A MONUMENT WELL FOUND AT THE INTERSECTION OF JACKSON AVENUE AND NORTH 7TH STREET; THENCE NORTH 01°59'10" WEST, ON THE CENTERLINE OF NORTH 7TH STREET, A DISTANCE OF 34.00 FEET, TO A POINT ON THE NORTH RIGHT OF WAY OF JACKSON AVENUE EXTENDED; THENCE SOUTH 88°28'41" WEST, ON THE NORTH RIGHT OF WAY OF JACKSON AVENUE, A DISTANCE OF 145.94 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 00°40'45" EAST, A DISTANCE OF 0.62 FEET; THENCE SOUTH 88°23'28" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 01°32'59" WEST, A DISTANCE OF 0.59 FEET; THENCE NORTH 88°28'41" EAST, A DISTANCE OF 20.00 FEET, TO THE POINT OF BEGINNING.

Site Name: Seward DT

Site Number: 855391

**EXHIBIT B**

SITE: Seward DT    Site #: 855391    FCC REGISTRATION # \_\_\_\_\_  
TENANT NAME: USCOC Nebraska/ Kansas, LLC    TEL #: 402-452-2094  
CONTACT: Michele Roth

ANTENNA INFORMATION

FCC Call Letters: KNKN331    Type of Modulation or other Emissions: QPSK  
Type of antenna: Panel Antennas    Make: Amphenol Antel, Inc.  
Model: BXA-80063-8    How many antennas: Two (2)    Weight: 24 lbs ea.  
Height: 8'6"  
Usage: Transmit only No    Receive only No    Transmit & Receive Yes  
Effective Radiated Power 427 Watts/ Carrier    Operating Frequency: 806 to 900 MHz  
Mounting Brackets, Mounting Height & Mounting Orientation:  
Mounting bracket kit # 36210002 @ 154', 1 w/ 90 degree azimuth & 1 w/ a 350 degree azimuth  
Transmission line Mfg. & Type No: Andrews or RFS, 1-5/8"  
Outside Diameter: 1-5/8"    Length: 152' (2 lines per antenna), 245' (2 lines per antenna)

FCC Call Letters: KNKN331    Type of Modulation or other Emissions: QPSK  
Type of antenna: Panel Antennas    Make: Amphenol Antel, Inc.  
Model: BXA-80090-8    How many antennas One (1)    Weight: 23 lbs each  
Height: 8' 7"  
Usage: Transmit only No    Receive only No    Transmit & Receive Yes  
Effective Radiated Power 427 Watts/ Carrier    Operating Frequency: 806 to 900 MHz  
Mounting Brackets, Mounting Height & Mounting Orientation: \_\_\_\_\_  
Mounting bracket kit # 36210002 @ 154', 1 antenna w/ 200 degree azimuth  
Transmission line Mfg. & Type No: Andrews or RFS, 1-5/8"  
Outside Diameter: 1-5/8"    Length: 215' (2 lines per antenna)

Site Name: Seward DT

Site Number: 855391

I. Interference Suppression Equipment (specify in detail & attach specifications for any isolators, circulators, filters, intermodulation suppression panels, duplexers, etc.)

Nortel Spec Duplexor

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II. Other RF Equipment (specify and include AC Surge and Lightning Arrestor Power, Telephone & Transmission line devices)

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III. Other Equipment (specify all other improvements, company property & personal property located at the site)

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TENANT'S Equipment:

Building or Cabinet: (circle one)

Size: 20' x 30'

Type: \_\_\_\_\_

Location: \_\_\_\_\_

Transmitted Rated Power: \_\_\_\_\_

Amount of Land required for building or cabinet: \_\_\_\_\_

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Is Emergency Power provided by LANDLORD:      N/A YES      X NO

Site Name: Seward DT

Site Number: 855391

IN WITNESS WHEREOF, the parties have executed this Lease as of the date of the full execution of this Lease.

LANDLORD: City of Seward

TENANT: USCOC Nebraska/Kansas, LLC

By: Roger E. Glawatz

By: Stacybell

Printed: Roger E. Glawatz

Printed: Steven T. Campbell

Title: Mayor

Title: Vice President

Phone: 402-643-2928

Date: 2/16/10

Date: 12-16-09

1541

**FIRST AMENDMENT TO TOWER AND GROUND SPACE LEASE**

This First Amendment To Tower and Ground Space Lease ("First Amendment"), made this 4th day of June, 2013, modifies that certain Tower And Ground Space Lease ("Lease") dated February 16, 2010 between City of Seward, having an address at 537 Main Street, Box 38 Seward, Nebraska 68434 ("Landlord") and USCOC Nebraska/Kansas LLC, a Delaware limited liability company, Attention: Real Estate, 8410 West Bryn Mawr Avenue, Suite 700, Chicago, Illinois, 60631 ("Tenant").

WHEREAS, pursuant to the Lease, Landlord has leased to Tenant certain premises located at 223 7<sup>th</sup> Street in the City of Seward, in Seward County, State of Nebraska (the "Premises") for use as a telecommunications site; and

WHEREAS, the Lease provides for antennas, coax cables and other associated equipment ("Tenant's Equipment") described in Exhibit "B" to the Lease and both parties have determined that the Lease needs to be amended to include additional Tenant Equipment;

NOW, THEREFORE, in consideration of the terms of the Lease and this First Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

- I. Lease, section 1 (i) is hereby deleted and replaced with the following:
  - (i) Attachment locations upon the Tower at a height of 150-158' for the placement of affixing up to six (6) cellular antennas and up to twelve (12) 1-5/8" coax at the heights and orientations show on **Exhibit B** attached hereto;
- II. The current rent shall be increased to Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) per month, effective upon the first day of the month following the date of commencement of the installation of the proposed Equipment. Rent shall continue to escalate in accordance with the Lease.
- III. Lease Exhibit B is hereby deleted and replaced with the following attached Amendment Exhibit B.
- IV. Except as amended herein, all other terms of the Lease remain unchanged and in full force and effect.

[END OF AMENDMENT - SIGNATURE PAGE FOLLOWS]

Site Name: Seward DT

Site Number: 855391

IN WITNESS WHEREOF, Landlord and Tenant have executed this First Amendment as of the last signature date below.

LANDLORD:  
City of Seward

TENANT:  
USCOC Nebraska/Kansas, LLC

By: Joshua Eickmeier

By: Jeff Baenke

Printed: Joshua Eickmeier

Printed: Jeff Baenke

Title: Mayor

Title: Vice President

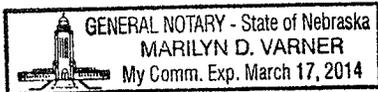
Date: June 4, 2013

Date: 7.8.13

STATE OF NEBRASKA )  
 )  
COUNTY OF SEWARD )

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Joshua Eichmeier Mayor of the City of Seward, known to me to be the same person whose name is subscribed to the foregoing First Amendment to Tower And Ground Space Lease, appeared before me this day in person acknowledged that he signed the said Amendment as his free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this 4th day of June, 2013



Marilyn D. Varner  
Notary Public

My commission expires March 17, 2014

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that JEFF BAENKE, Vice President, for USCOC Nebraska/Kansas, LLC known to me to be the same person whose name is subscribed to the foregoing First Amendment to Tower And Ground Space Lease, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Amendment as his free and voluntary act on behalf of the named Tenant, for the uses and purposes therein stated.

Given under my hand and seal this 8th day of July, 2013.



Candice DeGeorge  
Notary Public

My commission expires 12/28/16

Site Name: Seward DT

Site Number: 855391

### EXHIBIT B

SITE: Seward DT Site #: 855391 FCC REGISTRATION #

TENANT NAME: USCOC of Nebraska/Kansas, LLC TEL #: 800-510-6091

CONTACT: Network Operations Center

### ANTENNA INFORMATION

FCC Call Letters: WQIZ540 Type of Modulation or other Emissions: LTE

Make: KMW AM-X-CW-18-65-00T-RET

Type of antenna: Panel

How many antennas 6

Usage: Transmit only

Receive only

Transmit & Receive X

Effective Radiated Power 1000 Watts/MHz

Operating Frequency: 12\_MHz (698-704; 728-734)

Mounting Brackets, Mounting Height & Mounting Orientation: Mounted at 161'

Transmission line Mfg. & Type No: RFS Lcf158-50ja

Outside Diameter: 1-5/8"

Length: Approx 230' (2 lines per antenna)

I. Interference Suppression Equipment (specify in detail & attach specifications for any isolators, circulators, filters, intermodulation suppression panels, duplexers, etc.)

Nortel Spec Duplexor

II. Other RF Equipment (specify and include AC Surge and Lightning Arrestor Power, Telephone & Transmission line devices)

III. Other Equipment (specify all other improvements, company property & personal property located at the site)

TENANT'S Equipment:

Building or Cabinet: (circle one)

Size: 20' x 30'

Type: \_\_\_\_\_

Location: \_\_\_\_\_

Transmitted Rated Power: \_\_\_\_\_

Amount of Land required for building or cabinet: \_\_\_\_\_

Is Emergency Power provided by LANDLORD:      N/A YES      X NO

**SECOND AMENDMENT TO TOWER AND GROUND SPACE LEASE**

This Second Amendment to Tower and Ground Space Lease ("Second Amendment"), made this 15<sup>th</sup> day of October, 2019, modifies that certain Tower and Ground Space Lease, dated June 4, 2013 and First Amendment to Tower and Ground Space Lease dated, June 4, 2013 and between City of Seward, having an address at 537 Main Street, Box 38, Seward, Nebraska 68434, hereinafter referred to as "Landlord", and USCOC Nebraska/Kansas LLC, a Delaware limited liability company, Attention: Real Estate Lease Administration, 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631, (hereinafter referred to as "Tenant").

WHEREAS, pursuant to the Lease, Landlord has leased to Tenant certain premises located at 223 7<sup>th</sup> Street in the City of Seward, in Seward County, State of Nebraska (the "Premises) for the use as a telecommunications site; and,

WHEREAS, the Lease provides for antennas, coax and cables and other associated equipment ("Tenant's Equipment") described in Exhibit B to the Lease and both parties have determined the Lease needs to be amended to include additional Tenant Equipment.

NOW THEREFORE, in consideration of the terms of the Lease and this Second Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

- I. Lease Section 1 (i), Lease Premises, is hereby deleted and replaced with the following:
  - (i) Attachment locations upon the Tower at a height of one hundred fifty feet (150') to one hundred sixty-one (161') for the placement of affixing up to nine (9) cellular antennas and up to twelve (12) 1-5/8" coax at the heights and orientations shown on Exhibit B-1 attached hereto;
- II. First Amendment Exhibit B is hereby deleted and replaced with the following attached Amendment Exhibit B-1.
- III. Except as amended herein, all other terms of the Lease remain unchanged and in full force and effect.

[END OF AMENDMENT – SIGNATURE PAGE TO FOLLOW]

Site Name: Seward DT

Site Number: 855391

IN WITNESS WHEREOF, Landlord and Tenant have executed this Second Amendment as of the last signature below.

LANDLORD:  
City of Seward

TENANT:  
USCOC Nebraska/Kansas, LLC

By: Joshua Eickmeier

Printed: Joshua Eickmeier

Title: Mayor

Date: October 15, 2019

By: Jack R. Phipps

Printed: Jack R. Phipps

Title: Vice President

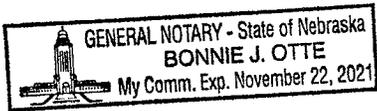
Date: 12/3/19

[NOTARY PAGE TO FOLLOW]

STATE OF NEBRASKA )  
 )  
COUNTY OF SEWARD )

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Joshua Erickmeier Mayor of the City of Seward, known to me to be the same person whose name is subscribed to the foregoing Second Amendment to Tower and Ground Space Lease, appeared before me this day in person and acknowledged that he signed the said Amendment as his free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this 4<sup>th</sup> day of November, 2019.



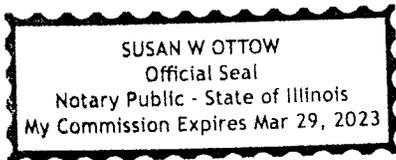
Bonnie J. Otte  
Notary Public

My commission expires 11-22-21

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Jack R. Phipps, Vice President, known to me to be the same person whose name is subscribed to the foregoing Second Amendment of the Tower and Ground Space Lease, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Amendment as his free and voluntary act on behalf of the named Tenant limited liability company, for the uses and purposes therein stated.

Given under my hand and seal this 3<sup>rd</sup> day of December, 2019.



Susan W. Ottow  
Notary Public

#241222

My commission expires 3/29/23

EXHIBIT B-1

SITE: Seward DT Site #: 855391 FCC REGISTRATION # N/A  
TENANT NAME: USCOC of Nebraska/Kansas, LLC TEL #:  
CONTACT: NOC-800-510-6091

ANTENNA INFORMATION

FCC Call Letters: WQIZ540 Type of Modulation or other Emissions: CDMA  
Type of antenna: Panel Make: KMW  
Model: AM-X-CW-18-65-00T-RET Weight: 59.5lbs each  
How many antennas 3  
Height: 96"  
Usage: Transmit only Receive only Transmit & Receive X  
Effective Radiated Power 500 Watts/channel Operating Frequency: 824.04 to 891.48 MHz  
Mounting Brackets, Mounting Height & Mounting Orientation:  
161' azimuth 350/90/200  
Transmission line Mfg. & Type No: Andrew  
Outside Diameter: 1-5/8" Length: 200' Qty: 6

FCC Call Letters: TBD Type of Modulation or other Emissions: LTE  
Type of antenna: Panel Make: Amphenol  
Model: TWIN658LU000G How many antennas 6 Weight: 88.2 lbs. each  
Height: 96"  
Usage: Transmit only Receive only Transmit & Receive X  
Effective Radiated Power 500 Watts/channel Operating Frequency: 698 to 894 MHz  
Mounting Brackets, Mounting Height & Mounting Orientation:  
161' azimuth 350/90/200

Transmission line Mfg. & Type No: Eupen Hybrid Cable  
Outside Diameter: 1-1/4" Length: 200' Qty: 1

I. Interference Suppression Equipment (specify in detail & attach specifications for any

4. Consideration of a Memorandum of Understanding with Black Hills Energy for Decommission of the LNG Site Located at the Seward Rail Campus - City Administrator Butcher **(Added 3:30P on 8/18)**

**MEMORANDUM OF UNDERSTANDING  
FOR  
BLACK HILLS NEBRASKA GAS LNG FACILITY DECOMMISSIONING**

**BLACK HILLS NEBRASKA GAS, LLC, LLC** (“BH Nebraska Gas”) and **THE CITY OF SEWARD, NEBRASKA** (the “City”, and together BH Nebraska Gas and the City are each referred to herein individually as a “Party” and collectively as the “Parties”) desire to enter into this Memorandum of Understanding (this “MOU”), effective as of **July 1 2025**, in order to memorialize understandings and agreements related to the decommissioning of Liquefied Natural Gas facilities installed in the City by BH Nebraska Gas to provide safe and reliable natural gas service to the customers of BH Nebraska Gas located in or around the City.

WHEREAS, BH Nebraska Gas, a subsidiary of Black Hills Corporation (“BHC”), has extensive experience in the natural gas industry and provides natural gas to approximately 300,000 natural gas customers located within 300 communities within the State of Nebraska;

WHEREAS, BH Nebraska Gas provides natural gas service to customers of BH Nebraska Gas located in or around the City pursuant to the State Natural Gas Regulation Act and a natural gas Franchise agreement and ordinance approved by the City authorizing BH Nebraska Gas to install its natural gas facilities within public rights-of-way throughout the City;

WHEREAS, BH Nebraska Gas and the City entered into a “Land Lease Agreement” dated November 7, 2023 (“Land Lease”) allowing BH Nebraska Gas to install, own, and operate Liquefied Natural Gas facilities to use as a temporary measure to fulfill the statutory duty of BH Nebraska Gas to provide safe and reliable natural gas.(collectively, the “LNG Facility”);

WHEREAS, the LNG was used to supplement the temporary lack of interstate natural gas pipeline capacity and gas supply otherwise delivered by Northern Natural Gas Company (“Northern Natural”) to BH Nebraska Gas for its natural gas customers located within the City;

WHEREAS, in addition to installing the LNG Facility, BH Nebraska Gas also contracted with Northern Natural to construct a new Town Border Station and to take other actions to provide BH Nebraska Gas with additional interstate natural gas pipeline capacity to allow BH Nebraska Gas to serve the City without further use of LNG.

WHEREAS, Paragraph 5 of the Land Lease Agreement provides that BH Nebraska Gas may make improvements on the lease site for the LNG Facility. Paragraph 7 of the lease requires BH Nebraska Gas to peacefully surrender the Premises with the improvements in good order, condition and repair except for reasonable wear and tear and damages by casualty or condemnation; and

WHEREAS, BH Nebraska Gas and the City have further agreed as to how BH Nebraska Gas should proceed with the removal of the LNG Facility and any improvements made pursuant to the Land Lease Agreement or other rights and approvals related to the LNG Facility:

NOW, THEREFORE, in consideration of the above recitals, the Parties hereto agree to this MOU setting forth the functions and responsibilities to be performed by each Party to conduct the decommissioning of the LNG facility, and to memorialize the understandings of restoring the lease site used by BH Nebraska Gas for future use by the City.

**I) Parties to the MOU**

*Black Hills Nebraska Gas, LLC d/b/a Black Hills Energy, is a BHC regulated subsidiary tasked with providing natural gas services to approximately 300,000 customers located in over 300 communities within Nebraska. BH Nebraska Gas has many customers located within or around the City. BH Nebraska Gas has provided natural gas services to the City for decades, and applies its experience and knowledge in successfully designing, constructing and operating a natural gas distribution pipeline system.*

*The City of Seward, Nebraska is a community of over 7,600 residents in and around the City. The City provides for the general health, safety, and welfare of its citizens, including, but not limited to, the option for residents of the City to obtain natural gas from BH Nebraska Gas. The facilities of BH Nebraska Gas are authorized to be located in City Right-of-Ways or on other City property through issuance of a natural gas franchise, easements, or leases to BH Nebraska Gas.*

**II) LNG Facility Decommissioning Roles and Responsibilities**

It is hereby agreed by and between the Parties as follows:

**City Responsibilities:**

1. City will provide a designated individual to act as its principal point of contact for the LNG Facility decommissioning and lease site restoration project.
2. The City's Point of Contact shall be responsible for reviewing and providing comments to BH Nebraska Gas for the LNG Facility decommissioning lease site restoration.
3. The City's Point of Contact will coordinate and obtain any necessary approvals of other City leaders to ensure that permits, certificates, approvals or other directions provided by the City to BH Nebraska Gas are lawful and fully effective.
4. The City will confirm that no additional payments or other ongoing actions are owed or otherwise required of BH Nebraska Gas and that the rates, terms, and conditions of the Land Lease have been fully satisfied and that the Land Lease has terminated in accordance with its terms and conditions.
5. The City will bear sole cost and ongoing ownership responsibility for the maintenance, repair or removal of the gravel/rocks, landscaping, fencing or other improvements installed by BH Nebraska Gas for the LNG Facility under paragraph 5 of the Land Lease.

### **BH Nebraska Gas Responsibilities:**

1. BH Nebraska Gas will provide a designated individual to act as its principal point of contact for the decommissioning of the LNG Facility and restoration of the lease site under the Land Lease. The BH Nebraska Gas point of contact will be its designated as the “BH Nebraska Gas PM.”
2. BH Nebraska Gas shall be responsible for removing the following LNG Facility equipment or other improvements made to the lease site pursuant to the Land Lease Agreement:
  - LNG Tank (removed on April 1, 2025)
  - Related LNG Conversion Equipment
  - Any other equipment, facilities, or property of BH Nebraska Gas located on the Land Lease LNG Facility site
  - Natural Gas pipelines and related natural gas equipment (to be removed by BH Nebraska Gas on or before December 31, 2025)
3. BH Nebraska Gas hereby transfers ownership on an “as is” and “where is” basis to the City and BH Nebraska Gas shall not be responsible for removing, replacing, maintaining, or taking other ongoing actions for the following Land Lease improvements:
  - Rocks and Gravel (City to become owner of this property)
  - Fencing
4. Except as otherwise set forth in this MOU, BH Nebraska Gas will use its commercially reasonable efforts to restore the LNG Facility and Land Lease site requirements to the original purpose and use subject to the reasonable satisfaction of the City.
5. BH Nebraska Gas will confirm that no additional payments or other ongoing actions are owed to the City or otherwise required by BH Nebraska Gas to the City and that the rates, terms, and conditions of the Land Lease have been fully satisfied and that the Land Lease has terminated in accordance with its terms and conditions.

### **COMMON RESPONSIBILITIES:**

1. The Parties will evaluate the LNG property lease site to ensure that the site has been restored by BH Nebraska Gas to its original use and purpose.
2. The Parties will cooperate with each other in the effort to restore the LNG Facility lease site to the reasonable satisfaction of the City.
3. Upon completion of the decommissioning of the LNG Facility and restoration of the LNG Facility lease site, the City will provide BH Nebraska Gas with written acknowledgment of completion of its obligations regarding the LNG Facility decommissioning and Land Lease restoration. Thereafter, the City acknowledges and releases BH Nebraska Gas from any further responsibility or liability related to the LNG Facility decommissioning and Land Lease obligations.

4. This MOU is not intended to obligate either Party to enter into any further contracts or agreements. Rather, this MOU is intended as a memorialization of understandings upon which the Parties intend to proceed in good faith with their efforts to complete the decommissioning of the LNG Facility and restoration of the lease site as required in Paragraph 7 of the Lease Agreement.
5. The Parties to this MOU agree the extent of the relationship between the Parties is limited to decommissioning the LNG Facility and restoration of the property as required under the Land Lease Agreement.
6. The Parties agree to collaborate and perform individual responsibilities to the best of their ability and at their own costs. A primary goal of this MOU is to identify and resolve issues which will arise during its term, so the Parties may come to agreement on a long-term partnership whereby the City can benefit from the utilization natural gas within and around the City, and BH Nebraska Gas can benefit from the service of natural gas to its customer located within and around the City.
7. The Parties may make adjustments to this MOU to effectuate the intent hereof with notice, given in writing to the other Party, provided that any such changes may be made only with the approval of both the City and BH Nebraska Gas.
8. The Parties hereto agree that changes to the designated representatives may be made with notice, given in writing to the other Party.
9. The undersigned acknowledge that each individual is a duly authorized representative of the individual Party, has read the MOU, can legally bind the party, and on behalf of the party represented, agrees with this MOU.
10. The Parties are independent entities and are not acting as agents for each other. Neither Party shall have any authority to bind the other to any agreement or other obligation.
11. This MOU shall be governed and construed in accordance with the laws of the State of Nebraska without giving effect to any conflict of law principles that would cause the application of the laws of any other jurisdiction.
12. This MOU may be executed in any number of counterparts each of which shall be deemed an original and effective as an original, but all of which together shall constitute one and the same instrument.

*[Signature page follows.]*

IN WITNESS WHEREOF, the Parties hereto have made and executed this Memorandum of Understanding as of the day and year first above written.

**CITY OF SEWARD, NEBRASKA**

**BLACK HILLS NEBRASKA GAS, LLC,  
LLC**

\_\_\_\_\_  
[NAME], MAYOR

\_\_\_\_\_  
[NAME, TITLE]

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

ATTEST:

\_\_\_\_\_  
FINANCE OFFICER

Reviewed By:

\_\_\_\_\_  
[NAME], PROJECT MANAGER

DATE: \_\_\_\_\_

5. Consideration of a Resolution Authorizing the Signing of the Annual Certification of Program Compliance Form for the Nebraska Board of Public Roads Classifications and Standards - City Administrator Butcher

**Do not recreate or revise the pages of this document**, as revisions and recreations will not be accepted. Failure to **return both pages of the original document** by the filing deadline (October 31, 2025) may result in the suspension of Highway Allocation funds until the documents are filed.

**RESOLUTION**

**SIGNING OF THE  
MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE  
2025**

Resolution No. \_\_\_\_\_

**Whereas:** State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requires an annual certification of program compliance to the Nebraska Board of Public Roads Classifications and standards; and

**Whereas:** State of Nebraska Statute, section 39-2120 also requires that the annual certification of program compliance by each municipality shall be signed by the Mayor or Village Board Chairperson and shall include the resolution of the governing body of the municipality authorizing the signing of the certification.

**Be it resolved** that the Mayor  Village Board Chairperson  of \_\_\_\_\_  
(Check one box) (Print name of municipality)  
is hereby authorized to sign the Municipal Annual Certification of Program Compliance.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ Nebraska.  
(Month)

City Council/Village Board Members

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

City Council/Village Board Member \_\_\_\_\_  
Moved the adoption of said resolution  
Member \_\_\_\_\_ Seconded the Motion  
Roll Call: \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Abstained \_\_\_\_\_ Absent  
Resolution adopted, signed, and billed as adopted.

Attest:

\_\_\_\_\_  
(Signature of Clerk)

**Do not recreate or revise the pages of this document**, as revisions and recreations will not be accepted. Failure to **return both pages of the original document** by the filing deadline (October 31, 2025) may result in the suspension of Highway Allocation funds until the documents are filed.

**MUNICIPAL  
ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE  
TO  
NEBRASKA BOARD OF PUBLIC ROADS CLASSIFICATIONS  
AND STANDARDS  
2025**

In compliance with the provisions of the State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requiring annual certification of program compliance to the Board of Public Roads Classifications and Standards, the City  Village  of \_\_\_\_\_  
(Check one box) (Print name of municipality)

hereby certifies that it:

- ✓ has developed, adopted, and included in its public records the plans, programs, or standards required by sections 39-2115 and 39-2119;
- ✓ meets the plans, programs, or standards of design, construction, and maintenance for its highways, roads, or streets;
- ✓ expends all tax revenue for highway, road, or street purposes in accordance with approved plans, programs, or standards, including county and municipal tax revenue as well as highway-user revenue allocations;
- ✓ uses a system of revenue and costs accounting which clearly includes a comparison of receipts and expenditures for approved budgets, plans, programs, and standards;
- ✓ uses a system of budgeting which reflects uses and sources of funds in terms of plans, programs, or standards and accomplishments;
- ✓ uses an accounting system including an inventory of machinery, equipment, and supplies;
- ✓ uses an accounting system that tracks equipment operation costs;
- ✓ has included in its public records the information required under subsection (2) of section 39-2520; and
- ✓ **has included in its public records a copy of this certification and the resolution of the governing body authorizing the signing of this certification by the Mayor or Village Board Chairperson.**

\_\_\_\_\_  
Signature of Mayor  Village Board Chairperson  (Required)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Signature of City Street Superintendent (Optional)

\_\_\_\_\_  
(Date)

**Return the completed original signing resolution and annual certification of program compliance by October 31, 2025 to:**

Nebraska Board of Public Roads Classifications and Standards  
PO Box 94759  
Lincoln NE 68509



6. Update on the Fiscal Year 2025-2026 Budget - City Administrator Butcher
7. Update on the August 9, 2025, Storm Event - City Administrator Butcher

**CITY ADMINISTRATOR'S REPORT**

## CITY ADMINISTRATORS REPORT – 8/19/25

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

- Greg's comments to be added on 8/18.

### Police Department

- Chief had meeting with AG office Monday
- Holiday Parade meeting Monday
- Suicide Coalition Meeting Tuesday
- School Starts Wednesday (1/2 day)

### City Clerk/Human Resources/City Hall

- August 19th City Council Meeting: Agenda & Docs by Friday PM
- August 9th Disaster: Damage Estimates by Wednesday PM; Gathering docs for State
- DR-4868 (March Blizzard): Work on Documentation; Meet with FEMA on 8/14
- Open Enrollment: Meet with Shane B on 8/14 to discuss rollout for FY26
- SRF Loan: Assisting in completing all documentation with State, bond counsel
- Pump Station: Follow-up on Reimburse Request; CMAR Meeting on 8/14
- Updating Job Descriptions: Golf Course Superintendent (final draft under review), Public Properties Director
- Current Open Positions: Library Clerk, Before/After School Instructor.
- Current Public Record Requests: None.

### Water/Wastewater Department

- Fuel pump Auto-Tank Gage, Overfill Alarm and Spill Bucket testing by Midwest Monday
- SW 1 Well Fail to start issue
- Repair service lines on 184 E. Seward and on 305 S. 2nd
- Unleaded fuel delivery
- Storm related clean-up and assist other Departments when we can
- Storm related Documentation and expenses
- SW Well Field Generator coolant hose leak

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

- Storm Clean up
- Getting fields ready for High School Softball
- Mowing when possible

### Civic Center

- Some trees and large limbs down, working on picking up small debris
- Called Lee's to check on rooftop unit that is askew

### Electric Department

- Power line repair
- Managing outside power crews

### Street Department

- Trail project
- Drag Alleys
- Tree removal/trimming

### Library

- NLA Zoom meeting
- Chamber Christmas Committee meeting

- Library Clerk interview
- Staff meeting & deliver trophy to York
- Regular Hours begin Friday

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

- Planning Commission – Kayton Addition preliminary and final plat, Blight Study
- City Council – Kayton Subdivision, Blight Study
- B&Z Check in – Wednesday 9am – NDOT street classifications, Fairgrounds permits, Floodplain permits
- Downtown - Chapters Books moved to Nix Photo Studio building, a structural engineer is evaluating the damage to the Chapters building. Downtown repairs to rooftop A/C's and awning will be taking place as needed
- Plans Review – DARI Architectural plans by Rich Burton
- Country Club – Review meeting Friday 1:30pm, on site
- Bike Trail – ADA review meeting Friday 8:30 am, on site
- Mowing – Continued follow-up notifications to Vape Shop on Progressive, Car Wash on Progressive, Car Wash on S 6th St, 423 S Columbia Ave
- 107 South St – residence will be demolished and rebuilt to same footprint

### **Engineering**

- 500k Water Tower – color approval (mtg w/Seth Boggs, Tue 1:30), final coat begins on or about August 18, US Cellular lease agreement
- Rail Campus Watermain Extension Phase II – Work Order No. 1 (remove four 16" gate valves), contract with Van Kirk.
- Seward Rail Campus – Black Hills gas main installation 8/11 – 8/22
- Worthman Blvd Extension – grading begins
- DARI LLC – storm sewer pipe installation (begin 8/11), detention pond outlet design, MOU
- WWTP Upgrade –meeting w/Hawkins on CMAR (Thu 8/14), Metering Manhole design, Facility Plan Update, design update (DARI)
- Bike Trail – curb ramps at School Drive, meeting on Karol Kay intersecton (Fri 8:30)
- Plum Creek Bridge – CSM 70 meeting (Friday 10:00), lighting, letter to NEMA/FEMA (ROW encumbrance), floodplain permit.
- Wake Country Club Development – meeting w/Clark Enerson (Fri 1:30)
- East Hillcrest Drive – prepare documents for easements and R.O.W., red-line plan set

### **Finance Department**

- Claims
- July financials/balancing
- Caselle timekeeping setup

### **Seward Wellness Center**

- Landscaping – finishing touches – seeding
- Youth VB starts this week
- Jays Club starting Wednesday

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

1. Strategy Session with City Attorney for Real Estate at the Seward Rail Campus - City Attorney Hoffschneider
2. Strategy Session with City Attorney Regarding Contract Negotiations with NPPD for Wholesale Electric Power Purchase - City Attorney Hoffschneider

**MOTION TO ADJOURN**

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

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

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Derek Bargmann, City Clerk

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Date