



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

Tuesday, December 16, 2025

7:00 PM

Municipal Building Council Chambers

NOTICE IS HEREBY GIVEN that a meeting of the City Council of the City of Seward, Nebraska will be held at 7:00 PM on Tuesday, December 16, 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: November 2025

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	2	\$ 15,440.58	\$ 7,344,860.00
REMODEL/ADDIT.	4	\$ 658.15	\$ 147,576.76
ACCESSORY	6	\$ 382.35	\$ 84,585.80
RELOCATE	6	\$ 200.00	\$ 51,156.86
ELECTRIC			
PLUMBING	11	\$ 1,055.00	
MECHANICAL	3	\$ 200.00	
SEWER TAP	1	\$ 250.00	
TEMP. WATER	1	\$ 120.00	
WATER TAP	2	\$ 3,100.00	
TEMP. ELEC.	1	\$ 50.00	
ELECTRIC SER.	1	\$ 800.00	
TOTALS	38	\$ 22,256.08	\$ 7,628,179.42

YEAR TO DATE January to December 2025

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	29	\$ 205,365.96	\$101,569,335.73
REMODEL/ADDIT.	108	\$ 15,645.88	\$ 3,989,560.30
ACCESSORY	90	\$ 4,339.58	\$ 913,114.78
RELOCATE	63	\$ 4,827.70	\$ 1,730,261.27
ELECTRIC		\$ -	\$ -
PLUMBING	110	\$ 16,113.00	\$ -
MECHANICAL	47	\$ 6,651.00	\$ -
SEWER TAP	22	\$ 5,300.00	\$ -
TEMP. WATER	17	\$ 2,040.00	\$ -
WATER TAP	23	\$ 32,278.57	\$ -
TEMP. ELEC.	19	\$ 950.00	\$ -
ELECTRIC SER.	22	\$ 18,900.00	\$ -
TOTALS	550	\$ 312,411.69	\$ 108,202,272.08

LAST YEAR: November 2024

Permits	Qty.	Permit Fee	Valuation
NEW CONST.	3	\$ 6,608.90	\$ 797,459.54
REMODEL/ADDIT.	6	\$ 1,055.89	\$ 241,599.31
ACCESSORY	1	\$ 192.00	\$ 10,000.00
RELOCATE	5	\$ 188.50	\$ 61,402.33
ELECTRIC			\$ -
PLUMBING	16	\$ 1,355.00	\$ -
MECHANICAL	7	\$ 841.00	\$ -
SEWER TAP	3	\$ 750.00	\$ -
TEMP. WATER	3	\$ 360.00	\$ -
WATER TAP	3	\$ 2,514.00	\$ -
TEMP. ELEC.	3	\$ 150.00	\$ -
ELECTRIC SER.	3	\$ 600.00	\$ -
TOTALS	53	\$ 14,615.29	\$ 1,110,461.18

YEAR TO DATE January to December 2024

Permits	Qty.	Permit Fee	Valuation
NEW CONST.	23	\$ 62,604.09	\$ 17,320,312.86
REMODEL/ADDIT.	125	\$ 22,364.97	\$ 9,215,817.59
ACCESSORY	102	\$ 3,975.88	\$ 567,215.78
RELOCATE	76	\$ 5,901.53	\$ 2,855,392.88
ELECTRIC			\$ -
PLUMBING	144	\$ 13,923.72	\$ -
MECHANICAL	89	\$ 10,981.20	\$ -
SEWER TAP	17	\$ 4,250.00	\$ -
TEMP. WATER	16	\$ 1,920.00	\$ -
WATER TAP	17	\$ 14,429.56	\$ -
TEMP. ELEC.	14	\$ 700.00	\$ -
ELECTRIC SER.	14	\$ 4,200.00	\$ -
TOTALS	637	\$ 145,250.95	\$ 29,958,739.11

OPEN Property Maintenance Code Violation Report

					12/9/2025
Property Address	Violation Type	Deadline	Owner Information	Delivery Type	Status
2025					
938 Main St	Siding, no permit	12/10/2025	Dan Pearson	Phone Call	Director Dworak left a a message with Dan to get a permit and update us on completion time frame.
848 Seward St	Trash, Mailbox, Accessory bldg needs protective coverings	1210-2025	Patrick Prothman	In Person	CSO Arena made constact with owner, the trash truck was seen there later that day. Dir Dworak sent a notice and order letter.
851 N 5th St	Vehicle/Trash	11/21/2025	Lindsay Mueller	In Person	CSO Arena made contact with owner. Stated the washer and other items need to be removed. The debries in the truck needs to be removed. The camper is behind the front line of the house and doesn't need to be moved. As of 11-19-25, not much as been removed. He will give till friday the 21st.
522 S 13th St	Vehicles/Shed	11/21/2025	Darko Gligorevic	In Person	CSO Arena made contact with the owner. Stated the truck and other items need to be moved to his property.
147 Oak St	Vehicles/Trash	9/12/2025	Cossette Varona	Phone Call	CSO Arena made contact with the owner. Stated she needs to get the trash and no running/licensed cars removed and limit the number of fowl. CSO Arena checked the property on 9-9-2025. Progress has been made with the removal of cars and trash. There are less fowl.
406 N 7th	Trees/Grass/Weeds/Trash	9/12/2025	Wess & Shannon Robotham	Phone Call	CSO Arena made contact with the owner. Stated the trash, weeds, grass and volunteer trees need to be taken care. The Owner stated they are selling the property as is.
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	Phone Call	CSO made contact regarding the weeds in the corner of the ROW. Some progress was made to limit the height of the weeds.
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.

OPEN Property Maintenance Code Violation Report

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 This has been mowed.
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		Waiting on camera footage.
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 movwing 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.
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

OPEN Property Maintenance Code Violation Report

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: 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 defienicies.
			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.
429 S Columbia	Trash	2/5/2025	Christopher Yates	Certified Mail Posted on 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. March 6, 2025 the Seward Street Deparment 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 St	Trash	2/7/2025	Mark Masek	In Person	CSO S+E21:F37hannon Are+A15:F35a made contact witA1:F19h the tenant. Trash is scheduled to be picked up on Friday, 2-7-2025. 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)**

**Pledged Securities Detail
November 30, 2025**

H231
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Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Moody	Rate	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		Market Value
										Book Value	Carrying Value	
PLEDGEE: CITY OF SEWARD (02)												
CMO	3137AWU78		1.250		185157011-1		12/15/2027	1,500,000.00	1,500,000.00	1,680.02	1,665.85	1,665.85
FHR	FHR 4145 AC						12/1/2012	1,680.02	100.00%	1,679.58	1.75	1,667.60
D02/02							AFS					
CMO	38378MBV6		2.250		177049987-1		1/20/2042	2,400,000.00	2,400,000.00	240,628.97	230,695.88	230,695.88
GNC	GNR 2013-23 MG						2/1/2013	240,628.97	100.00%	235,954.02	451.18	231,147.06
D02/02							AFS					
GNMA	36176WZB6		4.000		185168920-1		12/15/2026	560,000.00	560,000.00	3,207.71	3,205.82	3,205.82
GNMA	GNMA POOL 778670						12/1/2011	3,207.71	100.00%	3,228.12	10.69	3,216.51
D02/02							AFS					
MBS	3128CUV29		2.500		177020851-1		2/1/2033	1,000,000.00	1,000,000.00	122,251.64	118,742.59	118,742.59
FGLM	FHLMC POOL G30633						2/1/2013	122,251.64	100.00%	126,482.42	254.69	118,997.28
D02/02							AFS					
MBS	3128MDW74		3.500		177039340-1		12/1/2028	1,450,000.00	1,450,000.00	72,137.38	71,392.44	71,392.44
FGLM	FHLMC POOL G14970						12/1/2013	72,137.38	100.00%	73,840.53	210.40	71,602.84
D02/02							AFS					
MBS	3128QDGL5		4.000		185147609-1		5/1/2027	425,000.00	425,000.00	4,001.90	3,982.26	3,982.26
FGLM	FHLMC POOL J19203						5/1/2012	4,001.90	100.00%	4,042.12	13.34	3,995.60
D02/02							AFS					
MBS	31329KRS5		3.000		177051131-1		4/1/2033	1,000,000.00	1,000,000.00	122,936.86	118,503.50	118,503.50
FGLM	FHLMC POOL ZA2297						9/1/2018	122,936.86	100.00%	118,600.50	307.34	118,810.84
D02/02							AFS					
MBS	3132ABS34		2.500		177051143-1		1/1/2031	860,000.00	860,000.00	104,865.27	101,822.95	101,822.95
FGLM	FHLMC POOL ZS7738						9/1/2018	104,865.27	100.00%	101,567.11	218.47	102,041.42
D02/02							AFS					
MBS	3138AMK38		4.500		185159473-1		7/1/2026	500,000.00	500,000.00	2,904.31	2,899.88	2,899.88
FNMA	FNMA POOL AI7513						7/1/2011	2,904.31	100.00%	2,915.41	10.89	2,910.77
D02/02							AFS					
MBS	3138EJLQ9		4.000		185159924-1		7/1/2027	443,000.00	443,000.00	4,959.67	4,916.35	4,916.35
FNMA	FNMA POOL AL2134						7/1/2012	4,959.67	100.00%	5,007.21	16.53	4,932.88
D02/02							AFS					

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
November 30, 2025

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Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Moody	Rate	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		Carrying Value interest	Market Value Collateral Value
										Par Value Book Value	Carrying Value Collateral Value		
MBS FNMA D02/02	3138EKR09 FNMA POOL AL3191	3.500		185160071-1		2/1/2028 2/1/2013 AFS	500,000.00 6,953.42	500,000.00 100.00%	6,953.42 7,033.77	6,871.92 20.28	6,871.92 6,892.20		
MBS FNMA D02/02	3138E0X75 FNMA POOL AL3401	5.500		177039339-1		2/1/2034 3/1/2013 AFS	2,000,000.00 165,503.36	2,000,000.00 100.00%	165,503.36 179,559.86	170,070.25 758.56	170,070.25 170,828.81		
MBS FNMA D02/02	3138EKXJ9 FNMA POOL AL3380	5.500		177039338-1		1/1/2034 3/1/2013 AFS	2,000,000.00 129,943.04	2,000,000.00 100.00%	129,943.04 140,447.99	133,530.56 595.57	133,530.56 134,126.13		
MBS FNMA D02/02	3138ELYF4 FNMA POOL AL4309	4.000		185160221-1		10/1/2028 10/1/2013 AFS	1,000,000.00 14,404.70	1,000,000.00 100.00%	14,404.70 14,623.04	14,376.52 48.02	14,376.52 14,424.54		
MBS FNMA D02/02	3138EMCY5 FNMA POOL AL4586	4.000		185160242-1		2/1/2027 12/1/2013 AFS	575,000.00 1,217.02	575,000.00 100.00%	1,217.02 1,226.78	1,212.79 4.06	1,212.79 1,216.85		
MBS FNMA D02/02	3138EMPD7 FNMA POOL AL4919	3.500		184006560-1		3/1/2029 2/1/2014 AFS	2,000,000.00 96,943.92	631,641.94 31.58%	30,616.92 31,367.21	30,477.23 89.30	30,477.23 30,566.53		
MBS FNMA D02/02	3138EQ5H1 FNMA POOL AL8047	3.500		176002956-1		1/1/2030 1/1/2016 AFS	1,050,000.00 108,635.79	1,050,000.00 100.00%	108,635.79 112,585.84	105,382.66 316.85	105,382.66 105,699.51		
MBS FNMA D02/02	3138WDU82 FNMA POOL AS4206	3.000		178000698-1		1/1/2030 12/1/2014 AFS	1,160,000.00 86,919.44	1,160,000.00 100.00%	66,919.44 68,566.44	65,728.29 167.30	65,728.29 65,895.59		
MBS FNMA D02/02	3140FBGJ3 FNMA POOL BD3800	2.000		177051139-1		7/1/2031 7/1/2016 AFS	1,375,000.00 191,803.81	1,375,000.00 100.00%	191,803.81 184,793.14	182,840.61 319.67	182,840.61 183,160.28		
MBS FNMA D02/02	3140J5EA3 FNMA POOL BM1028	2.500		177039342-1		12/1/2029 3/1/2017 AFS	1,750,000.00 122,638.69	1,750,000.00 100.00%	122,638.69 124,333.47	119,577.94 255.50	119,577.94 119,633.44		
MBS FNMA D02/02	3140J5EA3 FNMA POOL BM1028	2.500		185164038-1		12/1/2029 3/1/2017 AFS	300,000.00 21,023.78	300,000.00 100.00%	21,023.78 21,063.14	20,499.08 43.80	20,499.08 20,542.88		

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

Report Sequence: sgrp, CUSIP, Ticket

**Pledged Securities Detail
November 30, 2025**

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SGrp STyp Loc/PI	CUSIP Description S&P	Moody	Rate	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		Carrying Value Interest Rec	Market Value Collateral Value
									Par Value	Book Value		
MBS	3140X9LK9 FNMA POOL FM5729		3.000	177020855-1		1/1/2041 1/1/2021 AFS	500,000.00 223,893.10	500,000.00 100.00%	223,893.10 235,089.04	208,414.10 559.73	208,414.10 208,973.83	
MBS	31418AAC2 FNMA POOL MA0902		3.000	185165786-1		11/1/2026 10/1/2011 AFS	1,000,000.00 5,203.98	1,000,000.00 100.00%	5,203.98 5,214.20	5,168.95 13.01	5,168.95 5,181.96	
MBS	31418AKN7 FNMA POOL MA1200		3.000	177011537-1		10/1/2032 9/1/2012 AFS	800,000.00 69,993.30	800,000.00 100.00%	69,993.30 72,464.37	67,469.84 174.98	67,469.84 67,644.82	
MBS	31418AVK1 FNMA POOL MA1517		3.000	177039341-1		7/1/2028 6/1/2013 AFS	1,000,000.00 46,061.44	1,000,000.00 100.00%	46,061.44 46,603.12	45,555.44 115.15	45,555.44 45,670.59	
MBS	31418B5R3 FNMA POOL MA2655		4.000	177020853-1		6/1/2036 5/1/2016 AFS	410,000.00 67,977.70	410,000.00 100.00%	67,977.70 71,679.29	65,049.49 226.59	65,049.49 65,276.08	
MBS	31418DRM6 FNMA POOL MA4091		2.000	177046216-1		8/1/2030 7/1/2020 AFS	610,000.00 138,435.35	610,000.00 100.00%	138,435.35 135,605.96	133,478.72 230.73	133,478.72 133,709.45	
MBS	31418EA83 FNMA POOL MA4530		1.500	177048016-1		2/1/2032 1/1/2022 AFS	179,142.00 90,822.33	167,163.35 93.31%	84,749.33 81,491.43	79,848.19 105.94	79,848.19 79,954.13	
MUNI	25887CAZ1 DOUGLAS CNTY NEB S&I #540		2.250	177039343-1	Cont 1/1/2027 100.000	1/1/2034 1/5/2022 AFS	120,000.00 120,000.00	120,000.00 100.00%	120,000.00 120,000.00	100,758.81 1,125.00	100,758.81 101,883.81	
MUNI	259290EB6 DOUGLAS CNTY NE SAN & IMPT DIS		3.100	185142828-1	Contin 12/1/2025 100.000	8/15/2030 6/15/2016 AFS	150,000.00 150,000.00	150,000.00 100.00%	150,000.00 150,000.00	143,135.39 1,369.17	143,135.39 144,504.56	
MUNI	259292CS7 DOUGLAS CNTY SAN IMPT DIST 427		2.700	185142831-1	Contin 12/1/2025 100.000	11/15/2026 11/15/2017 AFS	280,000.00 280,000.00	280,000.00 100.00%	280,000.00 280,000.00	277,233.82 336.00	277,233.82 277,569.82	
MUNI	259305DT4 DOUGLAS CNTY NEB S&I #499		2.500	178003667-1	Cont 3/1/2027 100.000	3/1/2036 3/1/2022 AFS	150,000.00 150,000.00	150,000.00 100.00%	150,000.00 150,000.00	122,751.72 937.50	122,751.72 123,689.22	

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

**Pledged Securities Detail
November 30, 2025**

H231
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Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/Pl	CUSIP Description S&P	Moody	Rate	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		Carrying Value Interest Rec	Market Value Collateral Value
										Par Value Book Value	Par Value Book Value		
MUNI GO D02/02	25930EEB3 DOUGLAS CNTY NEB S&I #441		2.500	NE	178003675-1	Cont 3/15/2027 100.000	9/15/2035 3/18/2022 AFS	260,000.00 260,000.00	260,000.00 100.00%	260,000.00 260,000.00	216,892.00 1,372.22	216,892.00 218,264.22	
MUNI GO D02/02	25930TBJ6 DOUGLAS CNTY NEB SANI & #421		2.900	NE	184003054-1	Cont 12/1/2025 100.000	11/15/2036 5/19/2020 AFS	50,000.00 50,000.00	50,000.00 100.00%	50,000.00 50,000.00	50,005.41 64.44	50,005.41 50,069.85	
MUNI GO D02/02	25931BEG7 DOUGLAS CNTY NEB SAN & IMPT DI		2.750	NE	184010678-1	Cont 5/1/2026 100.000	5/1/2035 5/3/2021 AFS	175,000.00 175,000.00	175,000.00 100.00%	175,000.00 175,000.00	147,679.73 401.04	147,679.73 148,080.77	
MUNI GO D02/02	25931LCN2 DOUGLAS CNTY NE SAN & IMPT		2.700	NE	185142862-1	Cont 12/1/2025 100.000	11/15/2028 11/15/2016 AFS	170,000.00 170,000.00	170,000.00 100.00%	170,000.00 170,000.00	163,635.77 204.00	163,635.77 163,839.77	
MUNI GO D02/02	25931VBN1 DOUGLAS CNTY NE SAN & IMPT		3.500	NE	185142866-1	Cont 12/1/2025 100.000	8/15/2032 7/27/2017 AFS	50,000.00 50,000.00	50,000.00 100.00%	50,000.00 50,000.00	47,482.89 515.28	47,482.89 47,998.17	
MUNI GO D02/02	25931VCF7 DOUGLAS CNTY NEB SAN #471		2.350	NE	177020849-1	Cont 2/15/2026 100.000	8/15/2035 2/19/2021 AFS	100,000.00 100,000.00	100,000.00 100.00%	100,000.00 100,000.00	88,749.66 691.94	88,749.66 89,441.60	
MUNI GO D02/02	25933BEB6 DOUGLAS CNTY NEB SAN & IMPT DI		3.000	NE	184003099-1	Cont 12/1/2025 100.000	11/15/2035 5/19/2020 AFS	150,000.00 150,000.00	150,000.00 100.00%	150,000.00 150,000.00	146,647.04 200.00	146,647.04 146,847.04	
MUNI GO D02/02	25936RBY1 DOUGLAS CNTY NEB S&I #537		2.400	NE	177039345-1	Cont 1/15/2027 100.000	1/15/2039 1/21/2022 AFS	150,000.00 150,000.00	150,000.00 100.00%	150,000.00 150,000.00	109,667.85 1,360.00	109,667.85 111,027.85	
MUNI REV D02/02	373807CE4 GERING NEB COMBINED UTILS REV		1.850	NE	184010461-1	Cont 4/29/2026 100.000	12/15/2035 4/29/2021 AFS	100,000.00 100,000.00	100,000.00 100.00%	100,000.00 100,000.00	76,440.68 853.06	76,440.68 77,293.74	
MUNI REV D02/02	57973FDD8 MCCOOK NE PUBLIC PWR DIST		3.150	NE	185181069-1	Cont 12/1/2025 100.000	12/15/2030 8/9/2017 AFS	100,000.00 100,000.00	100,000.00 100.00%	100,000.00 100,000.00	95,241.52 1,452.50	95,241.52 96,694.02	
MUNI GO D02/02	652810G22 NEWTON TOWA		3.000	IA	182011996-1	Cont 6/1/2029 100.000	6/1/2033 4/20/2022 AFS	185,000.00 185,000.00	185,000.00 100.00%	185,000.00 188,081.05	186,184.43 2,775.00	186,184.43 188,959.43	

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

Report Sequence: sgrp, CUSIP, Ticket

**Pledged Securities Detail
November 30, 2025**

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SGrp STyp Loc/PI	CUSIP Description S&P	Moody	Rate	Ticket-P#	State	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		Carrying Value	Market Value Collateral Value
										Par Value Book Value	Interest Rec		
MUNI REV D02/02	71366VKE9 PERENNIAL PUB PWR DIST NEB ELE		1.800	NE	177020858-1	Cont 2/17/2026 100.000	12/15/2036 2/17/2021 AFS	210,000.00 210,000.00	210,000.00 100.00%	210,000.00 210,000.00	183,450.46 1,743.00	183,450.46 185,193.46	
MUNI GO D02/02	80373YER3 SARPY CNTY NEB S&I #158		2.800	NE	182012079-1	Cont 4/15/2027 100.000	10/15/2035 4/19/2022 AFS	150,000.00 150,000.00	150,000.00 100.00%	150,000.00 150,000.00	133,255.50 536.67	133,255.50 133,792.17	
MUNI GO D02/02	80377BKT8 SARPY CNTY NEB S&I DIST #264		2.350	NE	184010680-1	Cont 5/3/2026 100.000	8/15/2034 5/3/2021 AFS	180,000.00 180,000.00	180,000.00 100.00%	180,000.00 180,000.00	149,792.60 1,245.50	149,792.60 151,038.10	
MUNI GO D02/02	80377TBE2 SARPY CNTY NE SAN & IMPT DIST		2.800	NE	185187220-1	Cont 12/1/2025 100.000	11/15/2028 11/15/2016 AFS	85,000.00 85,000.00	85,000.00 100.00%	85,000.00 85,000.00	82,113.18 105.78	82,113.18 82,218.96	
MUNI GO D02/02	80377TBF9 SARPY CNTY NE SAN & IMPT DIST		2.900	NE	185187221-1	Cont 12/1/2025 100.000	11/15/2029 11/15/2016 AFS	85,000.00 85,000.00	85,000.00 100.00%	85,000.00 85,000.00	81,171.08 109.56	81,171.08 81,280.64	
MUNI GO D02/02	80378TEW8 SARPY CNTY NE SAN & IMPT DIST		3.850	NE	185187230-1	Cont 12/1/2025 100.000	10/15/2033 4/15/2018 AFS	85,000.00 85,000.00	85,000.00 100.00%	85,000.00 85,000.00	82,210.60 418.15	82,210.60 82,628.75	
MUNI GO D02/02	80379AEF5 SARPY CNTY NEB SAN & IMPT #243		2.700	NE	177011631-1	Cont 12/1/2025 100.000	8/15/2038 8/19/2020 AFS	290,000.00 290,000.00	290,000.00 100.00%	290,000.00 290,000.00	222,689.58 2,305.50	222,689.58 224,995.08	
MUNI GO D02/02	80379KEN6 SARPY CNTY NEB SAN & IMPT #272		2.300	NE	177018881-1	Cont 12/15/2025 100.000	12/15/2034 1/11/2021 AFS	50,000.00 50,000.00	50,000.00 100.00%	50,000.00 50,000.00	40,995.31 530.28	40,995.31 41,525.59	
MUNI GO D02/02	810140LP6 SCOTTS BLUFF CNTY NEB		2.550	NE	182012068-1	Cont 4/21/2027 100.000	1/15/2034 4/21/2022 AFS	250,000.00 250,000.00	250,000.00 100.00%	250,000.00 250,000.00	214,829.94 2,408.33	214,829.94 217,238.27	
MUNI REV D02/02	818483FG9 SEWARD NE ELEC REV		2.450	NE	185187557-1	Cont 12/1/2025 100.000	2/15/2028 6/15/2016 AFS	150,000.00 150,000.00	150,000.00 100.00%	150,000.00 150,000.00	144,458.10 1,082.08	144,458.10 145,540.18	
MUNI GO D02/02	886094CD1 THURSTON CNTY NEB		2.500	NE	184003102-1	Cont 12/1/2025 100.000	12/15/2035 5/28/2020 AFS	200,000.00 200,000.00	200,000.00 100.00%	200,000.00 197,927.06	163,942.02 2,305.56	163,942.02 166,247.58	

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

**Pledged Securities Detail
November 30, 2025**

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Report Sequence: sgrp, CUSIP, Ticket

SGrp	CUSIP	SGrp Description	Moody	Rate	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		Carrying Value	Interest Rec	Market Value	
											Par Value	Book Value				
TAX	534239FX1	LINCOLN NEB	AAA	3.000	NE	177045043-1		7/15/2026	100,000.00	100,000.00	100,000.00	99,571.92	99,571.92	99,571.92	99,571.92	
TAX	61778RB78	MORRILL CNTY NEB SCH DIST #63	A3	1.937	NE	177020846-1	Cont	12/1/2025	210,000.00	210,000.00	210,000.00	181,591.96	181,591.96	181,591.96	181,591.96	
TAX	002/02	AA					100.000	AFS	210,000.00	100.00%	210,000.00	2,033.85	2,033.85	183,625.81	183,625.81	
CITY OF SEWARD											31,201,805.29	5,410,547.91	5,865,959.07	35,155.06	5,865,959.07	5,901,114.13

CASH IN BANK \$4,055,546.17

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Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

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As Of 11/30/2025

Receipt# Safekeeping Location	CUSIP	ASC 320 Maturity	Description Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
							Original Face	Par	
COMM: COMMERCE BANK	082152CN7	AFS	BENNET VLG -REF NE 26 02/15/26	0.75		185,000.00 100.00%	185,000.00	185,000.00	183,523.70
COMM: COMMERCE BANK	148006EZ8	AFS	CASS CO SD #1 NE 26 12/15/26	2.35		200,000.00 100.00%	200,000.00	200,000.00	195,408.00
COMM: COMMERCE BANK	25932KCL7	AFS	DOUGLAS SID #404-REF NE 27 08/15/27	1.75		225,000.00 100.00%	225,000.00	225,000.00	220,344.75
COMM: COMMERCE BANK	869325CL2	AFS	SUTHERLAND -REF NE 28 06/15/28	0.95		140,000.00 100.00%	140,000.00	140,000.00	128,927.40
COMM: COMMERCE BANK	25932KCM5	AFS	DOUGLAS SID #404-REF NE 28 08/15/28	1.85		230,000.00 100.00%	230,000.00	230,000.00	222,304.20
COMM: COMMERCE BANK	25933AFG6	AFS	DOUGLAS SID #492-REF NE 28 08/15/28	3.20		175,000.00 100.00%	175,000.00	175,000.00	171,389.75
COMM: COMMERCE BANK	123540GD2	AFS	BUTLER CO SD - 0056 NE 28 12/15/28	1.35		150,000.00 100.00%	150,000.00	150,000.00	137,065.50
COMM: COMMERCE BANK	80373YCT1	AFS	SARPY CO SID #158-REF NE 29 11/15/29	3.10		155,000.00 100.00%	155,000.00	155,000.00	149,420.00
COMM: COMMERCE BANK	920340BQ8	AFS	VALPARAISO RURAL FIRE NE 3C 07/15/30	2.10		75,000.00 100.00%	75,000.00	75,000.00	67,677.00
COMM: COMMERCE BANK	486890X92	AFS	KEARNEY NE 30 10/15/30	2.60	A+	150,000.00 100.00%	150,000.00	150,000.00	141,247.50
COMM: COMMERCE BANK	0792124W3	AFS	BELLEVUE-REF NE 30 12/15/30	3.10		250,000.00 100.00%	250,000.00	250,000.00	237,420.00
COMM: COMMERCE BANK	751265RA9	AFS	RALSTON-VEHICLE NE 32 06/01/32	3.70		300,000.00 100.00%	300,000.00	300,000.00	300,189.00
COMM: COMMERCE BANK	25932WDR7	AFS	DOUGLAS CO #517 NE 32 08/15/32	2.70		235,000.00 100.00%	235,000.00	235,000.00	220,766.05

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Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 11/30/2025

Receipt# Safekeeping Location	CUSIP	ASC 320	Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged			
								Original Face	Par	Book Value	Market Value
COMM: COMMERCE BANK	661615UB8	AFS	N PLATTE-REF NE 32 12/15/32		3.00	A+	200,000.00 100.00%	200,000.00	200,000.00	200,000.00	200,022.00
COMM: COMMERCE BANK	80378TEW8	AFS	SARPY SID #257-REF NE 33 10/15/33		3.85		250,000.00 100.00%	250,000.00	250,000.00	250,000.00	241,792.50
COMM: COMMERCE BANK	698864HR9	AFS	PAPILLION MUNI FACS NE 33 12/15/33		3.00	Aa1	175,000.00 100.00%	175,000.00	175,000.00	175,000.00	167,919.50
COMM: COMMERCE BANK	818468BN9	AFS	SEWARD-REF NE 33 12/15/33		2.35	AA	400,000.00 100.00%	400,000.00	400,000.00	400,000.00	377,220.00
COMM: COMMERCE BANK	943776KA1	AFS	WAVERLY NE 34 06/01/34		2.95		335,000.00 100.00%	335,000.00	335,000.00	335,000.00	296,696.10
COMM: COMMERCE BANK	840372SX5	AFS	SOUTH SIOUX CITY-REF NE 36 08/01/36		2.20		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	184,524.00
COMM: COMMERCE BANK	25929PDW6	AFS	DOUGLAS SID #491-REF NE 36 09/15/36		2.60		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	166,456.00
COMM: COMMERCE BANK	80378EDN2	AFS	SARPY SID #263-REF NE 36 09/15/36		3.80		260,000.00 100.00%	260,000.00	260,000.00	260,000.00	251,040.40
COMM: COMMERCE BANK	98676TCF8	AFS	YORK NE-B-REF NE 36 10/01/36		1.85		200,000.00 100.00%	200,000.00	200,000.00	199,028.22	148,830.00
COMM: COMMERCE BANK	23087RHC5	AFS	CUMING CO-B-REF NE 36 12/15/36		2.00		250,000.00 100.00%	250,000.00	250,000.00	250,000.00	208,770.00
COMM: COMMERCE BANK	68905WFK3	AFS	OTOE CO NE SD #501-B NE 36 12/15/36		1.70	Aa2	200,000.00 100.00%	200,000.00	200,000.00	200,000.00	167,852.00
COMM: COMMERCE BANK	803787DT4	AFS	SARPY CO SD#46 NE 36 12/15/36		2.00	AA-	200,000.00 100.00%	200,000.00	200,000.00	200,363.99	162,998.00
COMM: COMMERCE BANK	25938WBX0	AFS	DOUGLAS CO SID #562 NE 37 06/01/37		3.85		320,000.00 100.00%	320,000.00	320,000.00	320,000.00	291,568.00

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11/25/2025 10:58 AM - BLA - JNBT

Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 11/30/2025

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Receipt# Safekeeping Location	CUSIP	ASC 320 Maturity	Description Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
							Original Face	Par	
COMM: COMMERCE BANK	80377XCV4	AFS	SARPY CO SID #190-REF NE 37 10/15/37	4.00		205,000.00 100.00%	205,000.00	205,000.00	197,105.45
COMM: COMMERCE BANK	25929RCY9	AFS	DOUGLAS CO SID #485 NE 38 05/15/38	2.65		200,000.00 100.00%	200,000.00	200,000.00	153,860.00
COMM: COMMERCE BANK	25933VBY5	AFS	DOUGLAS CO SANTN 559 NE 38 06/15/38	4.10		165,000.00 100.00%	165,000.00	165,000.00	157,919.85
COMM: COMMERCE BANK	25932EDK2	AFS	DOUGLAS CO SID #438 NE 38 08/15/38	4.20		250,000.00 100.00%	250,000.00	250,000.00	250,235.00
COMM: COMMERCE BANK	80373RDR9	AFS	SARPY CO DT #220-REF NE 38 08/15/38	4.05		170,000.00 100.00%	170,000.00	170,000.00	168,864.40
COMM: COMMERCE BANK	80387LAP3	AFS	SARPY CO SAN & IMP DT NE 38 08/15/38	2.75		290,000.00 100.00%	290,000.00	290,000.00	224,013.40
COMM: COMMERCE BANK	72778PCU5	AFS	PLATTE CO SD #5 NE 38 12/15/38	2.00	AA-	200,000.00 100.00%	200,000.00	200,000.00	153,244.00
COMM: COMMERCE BANK	80379KDHO	AFS	SARPY CO SID #272-REF NE 38 12/15/38	4.40		215,000.00 100.00%	215,000.00	215,000.00	211,254.70
COMM: COMMERCE BANK	25934MCK3	AFS	DOUGLAS SID #531-REF NE 39 01/15/39	4.35		200,000.00 100.00%	200,000.00	200,000.00	195,096.00
COMM: COMMERCE BANK	25936ECH6	AFS	DOUGLAS CO SID #561 NE 39 01/15/39	4.35		180,000.00 100.00%	180,000.00	180,000.00	175,586.40
COMM: COMMERCE BANK	25930BEE3	AFS	DOUGLAS CO SID #504 NE 39 08/15/39	3.40		215,000.00 100.00%	215,000.00	215,000.00	193,805.30
COMM: COMMERCE BANK	25931EGP9	AFS	DOUGLAS CO SAN #503 NE 39 08/15/39	2.65		225,000.00 100.00%	225,000.00	225,000.00	168,297.75
COMM: COMMERCE BANK	80373XBC1	AFS	SARPY CO SAN & IMPT NE 39 08/15/39	2.60		200,000.00 100.00%	200,000.00	200,000.00	148,012.00

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11/25/2025 10:58 AM - BLA / JNBT

Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 11/30/2025

Receipt# Safekeeping Location	CUSIP	ASC 320	Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged			
								Original Face	Par	Book Value	Market Value
COMM: COMMERCE BANK	80373YDV5	AFS	SARPY CO SID#158-REF NE 39 08/15/39		2.95		190,000.00 100.00%	190,000.00	190,000.00	190,000.00	181,820.50
COMM: COMMERCE BANK	25931BEJ1	AFS	DOUGLAS SID #507-REF NE 40 05/01/40		3.15		185,000.00 100.00%	185,000.00	185,000.00	185,000.00	143,400.90
COMM: COMMERCE BANK	25933VDM9	AFS	DOUGLAS CO SD #559 NE 40 05/15/40		3.40		175,000.00 100.00%	175,000.00	175,000.00	175,000.00	173,258.75
COMM: COMMERCE BANK	25930LDG7	AFS	DOUGLAS CO NE SID#530 NE 40 09/15/40		3.00		150,000.00 100.00%	150,000.00	150,000.00	150,000.00	124,965.00
COMM: COMMERCE BANK	25933EEG9	AFS	DOUGLAS CO SAN & IMPT NE 4C 11/15/40		3.15		190,000.00 100.00%	190,000.00	190,000.00	190,000.00	176,749.40
COMM: COMMERCE BANK	80388MBJ3	AFS	SARPY CNTY SANITATION NE 4C 12/15/40		4.00		240,000.00 100.00%	240,000.00	240,000.00	240,000.00	202,929.60
COMM: COMMERCE BANK	617775EV9	AFS	MORRILL CO NE 41 06/15/41		2.25		240,000.00 100.00%	240,000.00	240,000.00	240,000.00	162,561.60
COMM: COMMERCE BANK	25936EDY8	AFS	DOUGLAS CO SID #561 NE 41 07/15/41		2.90		235,000.00 100.00%	235,000.00	235,000.00	235,000.00	195,353.15
COMM: COMMERCE BANK	25939LDA1	AFS	DOUGLAS CO SID #567 NE 41 07/15/41		2.75		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	133,246.00
COMM: COMMERCE BANK	25930LDN2	AFS	DOUGLAS CO SAN #530 NE 41 08/15/41		2.85		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	143,110.00
COMM: COMMERCE BANK	80379QBT3	AFS	SARPY CO NE SAN-REF NE 41 08/15/41		2.75		255,000.00 100.00%	255,000.00	255,000.00	255,000.00	179,815.80
COMM: COMMERCE BANK	80387LAS7	AFS	SARPY CO SAN & IMP DT NE 41 08/15/41		2.90		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	144,148.00
COMM: COMMERCE BANK	25938MDE2	AFS	DOUGLAS CO SAN & IMPT NE 41 09/01/41		2.80		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	142,458.00

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11/25/2025 10:58 AM - BLA / JNBT

Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 11/30/2025

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Receipt# Safekeeping Location	CUSIP	ASC 320 Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
							Original Face	Par	
COMM: COMMERCE BANK	25933EFW3	AFS DOUGLAS CO NE SAN-B NE 41 09/15/41		2.85		235,000.00 100.00%	235,000.00	235,000.00	167,839.35
COMM: COMMERCE BANK	25939HCU7	AFS DOUGLAS CO SID#563 NE 41 11/15/41		2.85		200,000.00 100.00%	200,000.00	200,000.00	139,730.00
COMM: COMMERCE BANK	119483EL5	AFS BUFFALO CO SD #0009 NE 41 12/15/41		2.00	A1	200,000.00 100.00%	200,000.00	194,759.64	146,656.00
COMM: COMMERCE BANK	259327W42	AFS DOUGLAS CO SD #17 NE 41 12/15/41		4.00	AA	250,000.00 100.00%	250,000.00	253,841.67	250,680.00
COMM: COMMERCE BANK	25932XD4	AFS DOUGLAS CO NE SID-REF NE 41 12/15/41		2.75		250,000.00 100.00%	250,000.00	250,000.00	206,905.00
COMM: COMMERCE BANK	25940KAS4	AFS SID DOUGLAS #596-REF NE 41 12/15/41		2.75		275,000.00 100.00%	275,000.00	275,000.00	193,726.50
COMM: COMMERCE BANK	808290FV7	AFS SCHUYLER NE 42 03/15/42		2.75		250,000.00 100.00%	250,000.00	250,000.00	178,432.50
COMM: COMMERCE BANK	80376KBN2	AFS SARPY CO SID #334 NE 42 05/15/42		3.70		215,000.00 100.00%	215,000.00	215,000.00	183,414.35
COMM: COMMERCE BANK	25932XE6	AFS DOUGLAS CO SID #524 NE 42 09/15/42		4.65		250,000.00 100.00%	250,000.00	250,000.00	235,952.50
COMM: COMMERCE BANK	25929MEM4	AFS DOUGLAS CO SID #405-R NE 42 11/15/42		3.55		250,000.00 100.00%	250,000.00	250,000.00	187,960.00
COMM: COMMERCE BANK	006058DK4	AFS ADAMS CO NE 42 12/15/42		4.00	AA-	300,000.00 100.00%	300,000.00	304,355.80	293,595.00
COMM: COMMERCE BANK	80387HCA3	AFS SARPY CO SID #304 NE 43 05/15/43		5.00		200,000.00 100.00%	200,000.00	200,000.00	185,064.00
COMM: COMMERCE BANK	3132DMPY5	AFS FRLMC 30YR 03/01/50	SD0439	3.50		1,000,000.00 100.00%	1,000,000.00	542,630.08	457,975.00

Although the information in this report has been obtained from sources believed to be reliable, its accuracy cannot be guaranteed.

Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 11/30/2025

Receipt# Safekeeping Location	CUSIP	ASC 320 Maturity	Description	Prerfund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value	
								Original Face	Par		
65 Securities Pledged To: 1010 - CITY TREASURER								14,910,000.00	14,408,432.79	14,454,979.40	12,570,412.50

CASH IN BANK \$8,592,392.88

Although the information in this report has been obtained from sources believed to be reliable, its accuracy cannot be guaranteed.
11/25/2025 10:58 AM - BLA / JNBT

TREASURER'S REPORT	MONTH OF: November-25					
VARIANCE AT: 8%						
DEPARTMENT	REVENUE BUDGET	CURRENT YTD REVENUE	VARIANCE	UNRECEIPTED BALANCE	PREVIOUS YTD REVENUE	DIFFERENCE B/W BUDGET YEARS
ELECTRIC	15,942,270	2,960,129	19%	12,982,141	1,927,193	1,032,936
ELEC BOND PYMT						
WATER	7,839,800	417,170	5%	7,422,630	452,633	(35,463)
WATER BOND PYMTS						
WATER SINKING FUND	20,000	- 0 -	0%	20,000	- 0 -	- 0 -
WASTEWATER TREATMENT	25,388,514	527,780	2%	24,860,733	506,230	21,550
WWTW BOND PYMT						
WWTW SINKING FUND	- 0 -	- 0 -	#DIV/0!	- 0 -	- 0 -	- 0 -
TOTAL BUSINESS-TYPE FUNDS	49,190,583	3,905,079	8%	45,285,504	2,886,056	1,019,023
GENERAL REVENUES	5,509,483	121,878	2%	5,387,605	108,259	13,619
POLICE	6,800	464	7%	6,336	428	36
E911	- 0 -	- 0 -	#DIV/0!	- 0 -	- 0 -	- 0 -
POLICE EQUITABLE SHARING	- 0 -	- 0 -	#DIV/0!	- 0 -	- 0 -	- 0 -
STREET	4,967,561	275,809	6%	4,691,752	269,946	5,863
STREET STP FUNDS	197,407	1	0%	197,406	1	(0)
DEBT SERVICE	595,900	389,155	65%	206,745	310,051	79,104
RAIL CAMPUS	- 0 -	- 0 -	#DIV/0!	- 0 -	- 0 -	- 0 -
CDBG DOWNTOWN REVITAL GRANT	30,000	2,732	9%	27,268	- 0 -	2,732
BLDGS & GRDS (CITY HALL)	48,000	8,000	17%	40,000	8,000	- 0 -
LEVEE ACCREDITATION	- 0 -	- 0 -	#DIV/0!	- 0 -	- 0 -	- 0 -
CIVIC CENTER	201,880	119,948	59%	81,932	533,778	(413,831)
LIBRARY	42,000	7,282	17%	34,718	10,067	(2,785)
PUBLIC PROPERTIES	32,100	808	3%	31,292	2,306	(1,497)
GUTHMAN TRUST/PERPETUAL CARE	11,775	3,894	33%	7,881	3,880	14
CEMETERY	68,000	7,671	11%	60,329	12,193	(4,522)
GOLF COURSE	430,025	26,311	6%	403,714	34,016	(7,704)
BLDGS & GRDS (OTHER)	- 0 -	98,848	#DIV/0!	(98,848)	- 0 -	98,848
BLDG INSP/PLAN & ZONING	108,100	16,825	16%	91,275	15,089	1,736
FIRE/EQUIP SINKING FUND	473,000	80,075	17%	392,925	83,375	(3,300)
TREE BOARD	- 0 -	- 0 -	#DIV/0!	- 0 -	- 0 -	- 0 -
ENGINEER	131,036	- 0 -	0%	- 0 -	- 0 -	- 0 -
DOWDING POOL /SWIM LESSONS	97,000	- 0 -	0%	97,000	- 0 -	- 0 -
CONCESSION STAND	900	900	100%	- 0 -	900	- 0 -
RECREATION/COMPLEX LIGHTS	43,796	22,746	52%	21,050	9,403	13,343
SENIOR CENTER	154,000	12,989	8%	141,011	20,588	(7,599)
SENIOR SHUTTLE	4,600	371	8%	4,229	1,291	(920)
RECYCLING	3,500	800	23%	2,700	103	697
WELLNESS CENTER	908,500	103,379	11%	805,121	101	103,278
ECONOMIC DEVELOPMENT (LB840)	328,269	53,554	16%	274,715	48,262	5,292
CAPITAL IMPROVEMENTS FUND	761,100	137,824	18%	623,276	2,214,276	(2,076,451)
TAX INCREMENT FINANCING	739,000	25,904	4%	713,096	7,630	18,274
TOTAL GOVERNMENTAL FUNDS	15,893,732	1,518,169	10%	14,244,527	3,693,941	(2,175,773)
(UNAUDITED)						

TREASURER'S REPORT		MONTH OF: November-25				
VARIANCE AT: 8%						
	EXPENDITURES	CURRENT YTD		UNEXPENDED	PREVIOUS YTD	DIFFERENCE
DEPARTMENT	BUDGET	EXPENDITURES	VARIANCE	BALANCE	EXPENDITURES	B/W BUDGET YEARS
ELECTRIC	18,450,222	1,985,806	11%	16,464,416	1,668,235	317,571
ELEC BOND PYMT	489,208	- 0 -	0%	489,208	- 0 -	- 0 -
WATER	4,193,086	762,797	18%	3,430,289	648,427	114,369
WATER BOND PYMTS	356,793	2,205	1%	354,588	4,288	(2,083)
WATER SINKING FUND	20,000	- 0 -	0%	20,000	- 0 -	- 0 -
WASTEWATER TREATMENT	24,267,265	429,578	2%	23,837,686	237,551	192,028
WWTW BOND PYMT	290,405	- 0 -	0%	290,405	- 0 -	- 0 -
WWTW SINKING FUND	- 0 -	- 0 -	#DIV/0!	- 0 -	- 0 -	- 0 -
TOTAL BUSINESS-TYPE FUNDS	48,066,978	3,180,386	7%	44,886,591	2,558,500	621,886
GENERAL EXPENSES	365,397	120,416	33%	244,981	110,018	10,398
POLICE	1,963,904	419,069	21%	1,544,835	322,369	96,699
E911	285,624	47,604	17%	238,020	41,050	6,554
POLICE EQUITABLE SHARING	- 0 -	- 0 -	#DIV/0!	- 0 -	- 0 -	- 0 -
STREET	5,908,491	1,107,052	19%	4,801,439	1,168,512	(61,460)
STREET STP FUNDS	184,598	- 0 -	0%	184,598	- 0 -	- 0 -
DEBT SERVICE	588,400	18,950	3%	569,450	22,190	(3,240)
RAIL CAMPUS	11,000	- 0 -	0%	11,000	17,945	(17,945)
CDBG-DOWNTOWN REVITAL GRANT	30,000	- 0 -	0%	30,000	- 0 -	- 0 -
BLDGS & GRDS (CITY HALL)	20,220	2,103	10%	18,117	7,923	(5,820)
LEVEE ACCREDITATION	15,000	- 0 -	0%	15,000	1,329	(1,329)
CIVIC CENTER	201,880	82,388	41%	119,492	544,894	(462,506)
LIBRARY	692,372	120,546	17%	571,826	103,594	16,952
PUBLIC PROPERTIES	679,996	205,711	30%	474,285	106,027	99,684
GUTHMAN TRUST - REGULAR	145	- 0 -	0%	145	- 0 -	- 0 -
CEMETERY	251,343	61,820	25%	189,523	91,391	(29,570)
GOLF COURSE	756,747	131,746	17%	625,001	114,572	17,174
BLDGS & GRDS (OTHER)	13,400	99,263	741%	(85,863)	707	98,556
BLDG INSP/PLAN & ZONING	181,409	42,063	23%	139,346	52,417	(10,354)
FIRE/EQUIP SINKING FUND	943,305	95,276	10%	848,028	45,990	49,286
TREE BOARD	12,500	6,556	52%	5,945	- 0 -	6,556
ENGINEER	174,714	27,960	16%	146,754	35,579	(7,619)
DOWDING POOL/SWIM LESSONS	346,156	27,367	8%	318,789	31,164	(3,797)
RECREATION/COMPLEX LIGHTS	270,839	105,709	39%	165,131	89,020	16,689
SENIOR CENTER	293,461	42,977	15%	250,484	48,011	(5,034)
SENIOR SHUTTLE	4,837	2,356	49%	2,482	2,017	338
RECYCLING	36,926	9,397	25%	27,530	6,567	2,830
WELLNESS CENTER	847,795	169,972	20%	677,824	39,790	130,182
ECONOMIC DEVELOPMENT LB840	328,269	- 0 -	0%	328,269	179,147	(179,147)
CAPITAL IMPROVEMENTS FUND	1,150,000	51,888	5%	1,098,112	1,909,061	(1,857,173)
TAX INCREMENT FINANCING	705,000	34,592	5%	670,408	6,897	27,695
TOTAL GOVERNMENTAL FUNDS	17,263,729	3,032,781	18%	14,230,948	5,098,182	(2,065,401)
(UNAUDITED)						

3. Claims & Payables Reports

CLAIMS LIST
12/16/2025
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

Advanced Fire & Safety Inc	BU	206.13
All Copy Products Inc	SE	24.18
Allo Communications	UT	1,024.51
Altec Industries Inc	RE	1,513.07
Amazon Capital Services Inc	MAT/BU/SU	1,458.91
AMG Technology/NextLink	UT	118.12
Armor Equipment	RE	150.51
Axon Enterprises Inc	FA	11,430.12
Badger Meter	SE	382.20
Baker & Taylor	MAT	21.06
Becky Baker	RI	73.00
Bizco Technologies	IT	12,830.14
Blue River Electric LLC	BU	359.98
BSN Sports LLC	EQ	19,143.60
Callaway Golf	SU	30.00
Capital Business Systems Inc	SE	13.62
Capturepoint/Community Pass	AF	6,550.00
Cindy Voehl	RI	14.00
City Seward Electric Fund	IT	47,469.48
City Seward Library Petty Cash	PF/SU	140.32
Farmers Coop - Seward	DF/RE	3,833.12
Galls LLC	UN	376.68
Grainger Inc	SU	56.10
H & H Recreation/Sparetime	ML	1,322.50
Helmlink Printing & Graphic Design	SU	105.00
Herpolsheimer's Inc	RE	477.13
Husker Electric Supply Co	SU	12,433.92
Ingram Library Services	MAT	201.84
Jacquelyn Schranz	RI	9.30
Jared Hans	RI	85.11
Last Mile Network LLC	IT	62.00
Lincoln Winwater Works Co	SU	106.43
Lynn Peavey Co	SU	138.77
M E Collins Contracting Co	CI	590,165.68
Matheson Tri-Gas Inc	SU	109.34
MC Retail/Crouch's	BU/GU/SU/RE	1,325.36
McMaster-Carr Supply Co	SU	211.26
Menard's	SU	59.99
Metering & Technology Solutions	RE	5,242.81

Meyer Automotive	RE	1,142.22
Mid-American Benefits LLC	INS	207.74
Midwest Auto Parts	OI	58.31
Midwest Laboratories Inc	TE	2,467.95
Midwest Turf & Irrigation	RE	3,084.62
Nebraska D A S Acct OCIO	SE	231.00
Nebraska Public Power	UT	441,517.43
Nebraska State Fire Marshal	AF	135.00
Nebraska Treasurer	MC	542.96
Nifco Mechanical Systems Inc	SE	200.00
One Call Concepts Inc	SE	132.72
O'Reilly Automotive Inc	OI/RE	442.56
Overhead Door Co Lincoln Ne	BU	124.92
Pac 'N' Save Discount Foods	ML/BU/SU/GU	4,066.61
Paper Tiger Shredding	SE	70.00
R&R Refrigeration/Lee's	BU	1,056.64
Railroad Management/BNSF	AF	857.46
Richard Burton/Arrow Architecture	SE	420.00
Richard Mailand/Mailand's Clothing	UN	20.00
Riverside Portables LLC	GU	224.00
Rumery Sod & Sprinkler	BU	825.48
Russell Frazey	RI	600.00
Schemmer Architects Engineers	CI	45,379.75
Seward Lumber & Home Center	SU	416.94
Seward Wind LLC	UT	43,729.26
Short Elliott Hendrickson Inc	CI	24,096.58
Sports Express	UN	63.00
Sweet Tea Media/SCI	PU	495.05
Tim Hobson/Hobson Automotive	RE	139.42
Tractor Supply	RE	149.97
Transunion Risk & Alternative	SE	100.00
Verizon	UT	282.37
Visa - Pinnacle Bank		1,951.07
Walmart	SU	235.33
Adobe	AF	451.37
TechSoup	IT	10.00
Sam's Club	BU	145.88
NextLink	UT	118.12
Demco	SU	838.00
Wall Street Journal	MAT	48.38
Zoom	MC	15.99
Lincoln Journal Star	MAT	88.00
Wesco Distribution Inc		1,460.66
Windstream Nebraska Inc		748.05
York Equipment Inc		299.86
		TOTAL \$1,297,014.89

4. Police Department Report



City of Seward Police Department

Monthly Statistics November 2025

Service Calls	517
Accidents	17
Arrests	15
Citations	29
Warnings	104
Parking Tickets	2

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

5. Draft Minutes of December 2, 2025, City Council Meeting

December 2, 2025

The Seward City Council met at 7:00 p.m. on Tuesday, December 2, 2025, with Mayor Joshua Eickmeier presiding and City Clerk Derek Bargmann recording the proceedings. Upon roll call, the following Councilmembers were present: Zane Francescato, Megan Kahler, Jessica Kolterman, Karl Miller, Matt Stryson, Rich Wergin. Councilmembers absent: John Singleton, Tatum Tonniges. Other officials present: City Administrator Greg Butcher, City Attorney Kelly Hoffschneider, City Engineer Michael Oneby, Wellness Center Director Joel Brase, Electric Superintendent Jared Hochstein, and Chief of Police Brian Peters.

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

ELECTION OF COUNCIL PRESIDENT (2026)

Councilmember Stryson nominated current Council President Kolterman, which she accepted. No other nominations were made.

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

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

CONSENT AGENDA CONSIDERATION ITEMS

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

1. Claims & Payables Report (totaling \$276,221.15)
2. Seward County Chamber & Development Partnership Quarterly Report
3. Draft Minutes of November 18, 2025, City Council Meetings
4. Mayor Appointments to Boards and Commissions:
 - A. Re-Appoint Dan Brumm as Assistant Fire Chief of the Seward Volunteer Fire Department for a 2-Year Term
 - B. Appoint Brent Royuk (replaces Ben Hughes) to the Cemetery Board for Remainder of Term
 - C. Re-Appoint Brad Perdue to the Housing Authority Board for a 3-Year Term

Aye: Kahler, Kolterman, Miller, Stryson, Wergin.

Nay: Francescato. Absent: Singleton, Tonniges. Motion carried.

ADMINISTRATIVE ITEMS

1. AUTHORIZATION TO ADVERTISE FOR PUBLIC BIDS FOR THE WORTHMAN BOULEVARD WATER MAIN PHASE III PROJECT

City Engineer Oneby indicated the proposed project would be the final phase of water infrastructure installation in the Rail Campus to better serve current and future tenants. The project area included boring the area just south of Walker Road northwards beneath the BNSF rail line and then extending westward to the Seward Water Plant. The engineer's estimated project cost is approximately \$367k. It is expected the work would be concluded in April 2026.

Councilmember Francescato moved, seconded by Councilmember Kolterman, to authorize the City to advertise public bids for the Worthman Boulevard Water Main Phase III Project.

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

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

2. AUTHORIZE TO ADVERTISE FOR PUBLIC BIDS FOR THE INDUSTRIAL SUBSTATION EXPANSION PROJECT AT 2845 WALKER RD

City Administrator Butcher informed the bid would be for the installation of the 10 MVA transformer and associated equipment to allow expansion at the existing substation. The City previously approved a procurement agreement with Hyundai Corporation for the transformer. The expected completion of the project is January 2027.

Councilmember Kolterman moved, seconded by Councilmember Stryson, to authorize the City to advertise public bids for the Industrial Substation Expansion Project at 2845 Walker Road.

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

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

3. AUTHORIZATION FOR THE MAYOR TO SIGN A MAINTENANCE AGREEMENT WITH THE NEBRASKA DEPARTMENT OF TRANSPORTATION FOR 2026

Mr. Butcher noted this was the annual maintenance agreement to maintain State highways that fell within City limits. The City would receive approximately \$23,669.80 for surface maintenance and \$5,634.20 for snow removal for 2026.

Councilmember Kolterman moved, seconded by Councilmember Francescato, to sign a maintenance agreement with the Nebraska Department of Transportation for 2026.

December 2, 2025

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

4. AUTHORIZATION FOR THE MAYOR TO SIGN A CERTIFICATE OF COMPLIANCE WITH THE NEBRASKA DEPARTMENT OF TRANSPORTATION FOR 2026

Councilmember Kolterman moved, seconded by Councilmember Wergin, to sign the certificate of compliance with the Nebraska Department of Transportation for 2026.

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

5. AUTHORIZATION TO ADD JOEL BRASE & JAMIE FIELDS AS SIGNERS TO THE WELLNESS CENTER CHECKING ACCOUNT WITH JONES BANK

Executive Director Brase described how the current timeline for paying officials was delayed for approval by Council, which is unfavorable to attract and retain high-quality officials. The industry standard is to pay the same day as they work. The proposed action would allow Joel and Jamie limited account access to issue payments quickly without the claims process.

Councilmember Wergin moved, seconded by Councilmember Francescato, to add Joel Brase and Jamie Fields as signers to the Wellness Center checking account with Jones Bank.

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

CITY ADMINISTRATOR'S REPORT

Councilmember Stryson moved, seconded by Councilmember Wergin, that the City Administrator's report of December 2, 2025, be accepted.

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

MOTION TO ADJOURN

Councilmember Miller moved, seconded by Councilmember Kahler, that the December 2, 2025, City Council Meeting be adjourned.

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

Adjourned approximately 7:23 p.m.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

Derek Bargmann, City Clerk

PUBLIC HEARINGS

1. Public Hearing - 7:00 PM - Consideration of an Ordinance to Revise the City's Unified Land Development Ordinance (ULDO); Articles 9.2, 10.2 & 12.2 Site Development Regulations - Building/Zoning & Code Enf. Director Dworak

ORDINANCE NO. 2025-30

AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF SEWARD, CHAPTER 410 ZONING AND SUBDIVISION, ARTICLE 9.2 SITE DEVELOPMENT REGULATIONS; TO AMEND CHAPTER 410 ZONING AND SUBDIVISION, ARTICLE 10.2 SITE DEVELOPMENT REGULATIONS; & TO AMEND CHAPTER 410 ZONING AND SUBDIVISION, ARTICLE 12.2 SITE DEVELOPMENT REGULATIONS TO REPEAL ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; TO PROVIDE FOR AN EFFECTIVE DATE; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

That Chapter 410 of the Municipal Code of the City of Seward is hereby amended as follows:

Section 1. That §410-9.2 is amended as follows:

§ 410-9.2 **Site Development regulations.**

Regulator	1-Family Detached	1-Family Attached (Note 1)	Duplex	Town-house (Note 1)	Multi-family (Note 2)	Other Permitted Uses
Site area per housing unit (square feet)						
In conventional development	5,000	3,000	2,500	3,000	2,500	
In planned <u>unit</u> developments	4,000	2,500	2,000	2,500	2,000	
Minimum lot area						
In conventional development	5,000	3,000	5,000	3,000	<u>7,500</u>	5,000
In planned <u>unit</u> developments	4,000	2,500	4,000	2,500	<u>6,000</u>	5,000
Minimum lot width (feet)						
In conventional development	55	27.5	55	30	100	55
In planned unit developments	45	22.5	45	25	100	55
Minimum yards (feet) (Note 3)						

Front yard	25	25	25	25	25	25
Side yard	5	5	5	5	10	10
Street side yard	25	25	25	25	25	25
Rear yard*	20% of lot depth	20% of lot depth	20% of lot depth	20% of lot depth	25	25
Maximum height (feet)	35	35	35	35	45	35
Floor area ratio	NA	NA	NA	NA	0.50	0.50
Maximum amount of total parking located in street yard	NA	NA	NA	NA	50%	50%

* The required rear yard area is calculated as 20% of the lot depth times the lot width. Provided that this minimum area is maintained, a portion of a residential structure may come as close as 10 feet to a rear lot line.

Note 1: One-Family Attached and Townhouse Development.

Regulators are shown on a per-unit basis. Side yard setbacks are indicated for detached building walls.

Note 2: Multifamily Development.

No more than 12 units are permitted in any single multifamily development in the R-3 District. The minimum side yard setback increases by 1.5 feet for each one foot in height above 35 feet, up to a maximum height of 45 feet.

Note 3: Zero Lot Line and Single-Family Attached Development.

Within a common development, one interior side yard may be equal to zero for single-family detached residential use if:

1. The normal side yard setback requirement must be maintained adjacent to any lot with an existing structure not within the common development; or not otherwise designated for zero lot line use.
2. An easement for maintenance of the zero lot line facade is prepared by the developer and filed with the Seward County Register of Deeds, the City Clerk, and the Building Official at the time of application for a building permit.

Note 4: Flexible Yard Setbacks in Planned Districts.

The Planning Commission and City Council may vary required minimum setbacks in planned districts. However, the setback from the front facade of a garage to any public or private street right-of-way (including the boundary of sidewalks) must be at least 20 feet.

Section 2. That §410-10.2 is amended as follows:

§ 410-10.2 **Site development regulations.**

Regulator	1-Family Detached	1-Family Attached (Note 1)	Duplex	Town-house (Note 1)	Multi-family (Note 2)	Other Permitted Uses
Site area per housing unit (square feet)						
In conventional development	4,400	2,200	2,200	2,500	1,500	
In planned <u>unit</u> developments	4,000	2,000	2,000	2,000	1,000	
Minimum lot area						
In conventional development	4,400	2,200	4,400	2,500	<u>4,500</u>	5,000
In planned <u>unit</u> developments	4,000	2,000	4,000	2,000	<u>3,000</u>	5,000
Minimum lot width (feet)						
In conventional development	40	20	50	25	<u>60</u>	50
In planned <u>unit</u> developments	40	17.5	45	20	<u>100</u>	50
Minimum yards (feet) (Note 2)						
Front yard	25	25	25	25	25	25
Side yard (Note 1)	5	5	5	5	10	10
Street side yard	25	25	25	25	25	25
Rear yard*	20% of lot depth	20% of lot depth	20% of lot depth	20% of lot depth	25	25
Maximum height (feet)						

In conventional development	35	35	35	35	45	35
In planned unit developments	35	35	35	35	60	35
Floor area ratio	NA	NA	NA	NA	0.80	0.80
Maximum amount of total parking located in street yard	NA	NA	NA	NA	50%	50%

* The required rear yard area is calculated as 20% of the lot depth times the lot width. Provided that this minimum area is maintained, a portion of a residential structure may come as close as 10 feet to a rear lot line.

Note 1: Single-Family Attached and Townhouse Development.

Regulators are shown on a per-unit basis. Side yard setbacks are indicated for detached building walls.

Note 2: Multifamily Development.

The minimum side yard setback increases by one foot for each one foot in height above 35 feet, up to a maximum height of 45 feet.

Note 3: Zero Lot Line and Single-Family Attached Development.

Within a common development, one interior side yard may be equal to zero for single-family detached residential use if:

1. The normal side yard setback requirement must be maintained adjacent to any lot with an existing structure not within the common development; or not otherwise designated for zero lot line use.
2. An easement for maintenance of the zero lot line facade is prepared by the developer and filed with the Seward County Register of Deeds, the City Clerk, and the Building Official at the time of application for a building permit.

Note 4: Flexible Yard Setbacks in Planned Districts.

The Planning Commission and City Council may vary required minimum setbacks in planned districts. However, the setback from the front facade of a garage to any public or private street right-of-way (including the boundary of sidewalks) must be at least 20 feet.

Note 5: Flexible Yard Setbacks on 80-foot Right-of-Way (or Larger), Where the Normal Minimum Setback is 25 Feet.

Front and/or side yard setback may be reduced to 15 feet with specific approval by the Building Director if the setback adjustment creates no adverse conditions. [Added 9-18-2007 by Ord. No. 29-07]

Section 3. That §410-12.2 is amended as follows:

§ 410-12.2 **Site development regulations.**

Regulator	1-Family Detached	1-Family Attached (Note 1)	Duplex	Town-house (Note 1)	Multi-Family (Note 2)	Other Permitted Uses
Site area per housing unit (square feet)						
In conventional development	4,400	2,200	2,200	2,500	1,500	
In planned <u>unit</u> developments	4,000	2,000	2,000	2,000	1,000	
Minimum lot area						
In conventional development	4,400	4,400	4,400	2,500	<u>4,500</u>	5,000
In planned <u>unit</u> developments	4,000	4,000	4,000	2,000	<u>3,000</u>	5,000
Minimum lot width (feet)						
In conventional development	40	20	40	25	<u>60</u>	40
In planned unit developments	40	20	40	20	<u>100</u>	40
Minimum yards (feet) (Note 3)						
Front yard	25	25	25	25	25	25

Side yard (Note 1)	5	5	5	5	10	5
Street side yard	25	25	25	25	25	15
Rear yard*	20% of lot depth	20% of lot depth	20% of lot depth	20% of lot depth	25	25
Maximum height (feet)	35	35	35	35	45	35
Floor area ratio	NA	NA	NA	NA	0.80	0.50
Maximum amount of total parking located in street yard	NA	NA	NA	NA	50%	50%

* The required rear yard area is calculated as 20% of the lot depth times the lot width. Provided that this minimum area is maintained, a portion of a residential structure may come as close as 10 feet to a rear lot line.

Note 1: Single-Family Attached Townhouse Development.

Regulators are shown on a per-unit basis. Side yard setbacks are indicated for detached building walls.

Note 2: Multifamily Development.

The minimum side yard setback increases by one foot for each one foot in height above 35 feet, up to a maximum height of 45 feet.

Note 3: Zero Lot Line and Single-Family Attached Development.

Within a common development, one interior side yard may be equal to zero for single-family detached residential use if:

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2. An easement for maintenance of the zero lot line facade is prepared by the developer and filed with the Seward County Register of Deeds, the City Clerk, and the Building Official at the time of application for a building permit.

Note 4: Flexible Yard Setbacks in Planned Districts.

The Planning Commission and City Council may vary required minimum setbacks in planned districts. However, the setback from the front facade of a garage to any public or private street right-of-way (including the boundary of sidewalks) must be at least 20 feet.

Note 5: Setbacks along Urban Corridors.

Normal minimum setback is 25 feet. Front yard setback may be reduced to 15 feet if:

1. No parking is placed within the street yard.
2. The entire street yard area is landscaped, with the exception of driveways to parking areas or pedestrian accesses to the principal building on the site.

This setback flexibility shall not be applied on any street designated as a major arterial by the City's Comprehensive Development Plan without the specific approval of the City's Public Works Director.

Section 4. REPEAL. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5. WHEN OPERATIVE; PUBLICATION IN PAMPHLET FORM. This ordinance shall be published in pamphlet form and shall be in full force from and after its passage, approval and publication or posting as required by law.

Dated this _____ day of _____, 2025

CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

ATTEST:

Derek Bargmann, City Clerk

APPLICATION TYPE

FINAL ACTION?

DEVELOPER/OWNER

ULDO Amendment

PC HEARING DATE

RELATED APPLICATIONS

PROPERTY ADDRESS, ZONING DISTRICT/USE

December 8, 2025

BRIEF SUMMARY OF REQUEST

Review of a City of Seward Unified Land Development Ordinance (ULDO). Articles 9, 10, and 12, Zoning Districts R-3, R-4, and UC in reference to site regulation sizes.

APPLICATION CONTACT

Tim Dworak

City of Seward - Building and Zoning

ANALYSIS

Attached is the proposed amendment red line changes as well as the existing amendment for comparison.

This amendment change is to adjust the minimum lot sizes for multi-family uses to align with the square footage density allowed per lot for the purpose of multi-family uses. Multi-family uses are defined as three (3) dwelling units or more on a single lot.

Staff research has revealed that most of the multi-family lots in these zoning districts do not meet the current minimum square footage lot size and setback requirements. Because of this, if a disaster should happen, and the structure needs to be repaired or replaced, the lot could be considered a non-conforming lot. Article 43 Nonconforming Lots, Structures and Uses could make it difficult for renovation or replacement of structures unless they can meet the current criteria for today’s development standards

After staff reviewed the criteria for these districts, it was determined that the overall lot size could be reduced to align with the minimum square footage of lot requirement for a single dwelling unit, in effect reducing the overall lot size requirement but not adjusting the density requirement for the zoning district. Additional factors continue to govern multifamily sites, such as parking, setbacks from property lines, and height of the building to setback ratios.

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

Prepared by

Tim Dworak

City of Seward Building - Zoning – Code Enforcement Director

§ 410-9.2. Site development regulations.

Regulator	1-Family Detached	1-Family Attached (Note 1)	Duplex	Town-house (Note 1)	Multi-family (Note 2)	Other Permitted Uses
Site area per housing unit (square feet)						
In conventional development	5,000	3,000	2,500	3,000	2,500	
In planned <u>unit</u> developments	4,000	2,500	2,000	2,500	2,000	
Minimum lot area						
In conventional development	5,000	3,000	5,000	3,000	10,000 <u>7,500</u>	5,000
In planned <u>unit</u> developments	4,000	2,500	4,000	2,500	10,000 <u>6,000</u>	5,000
Minimum lot width (feet)						
In conventional development	55	27.5	55	30	100	55
In planned unit developments	45	22.5	45	25	100	55
Minimum yards (feet) (Note 3)						
Front yard	25	25	25	25	25	25
Side yard	5	5	5	5	10	10
Street side yard	25	25	25	25	25	25
Rear yard*	20% of lot depth	20% of lot depth	20% of lot depth	20% of lot depth	25	25
Maximum height (feet)	35	35	35	35	45	35
Floor area ratio	NA	NA	NA	NA	0.50	0.50

Regulator	1-Family Detached	1-Family Attached (Note 1)	Duplex	Town-house (Note 1)	Multi-family (Note 2)	Other Permitted Uses
Maximum amount of total parking located in street yard	NA	NA	NA	NA	50%	50%

* The required rear yard area is calculated as 20% of the lot depth times the lot width. Provided that this minimum area is maintained, a portion of a residential structure may come as close as 10 feet to a rear lot line.

Note 1: One-Family Attached and Townhouse Development.

Regulators are shown on a per-unit basis. Side yard setbacks are indicated for detached building walls.

Note 2: Multifamily Development.

No more than 12 units are permitted in any single multifamily development in the R-3 District. The minimum side yard setback increases by 1.5 feet for each one foot in height above 35 feet, up to a maximum height of 45 feet.

Note 3: Zero Lot Line and Single-Family Attached Development.

Within a common development, one interior side yard may be equal to zero for single-family detached residential use if:

1. The normal side yard setback requirement must be maintained adjacent to any lot with an existing structure not within the common development; or not otherwise designated for zero lot line use.
2. An easement for maintenance of the zero lot line facade is prepared by the developer and filed with the Seward County Register of Deeds, the City Clerk, and the Building Official at the time of application for a building permit.

Note 4: Flexible Yard Setbacks in Planned Districts.

The Planning Commission and City Council may vary required minimum setbacks in planned districts. However, the setback from the front facade of a garage to any public or private street right-of-way (including the boundary of sidewalks) must be at least 20 feet.

§ 410-10.2. Site development regulations.

Regulator	1-Family Detached	1-Family Attached (Note 1)	Duplex	Townhouse (Note 1)	Multi-family (Note 2)	Other Permitted Uses
Site area per housing unit (square feet)						
In conventional development	4,400	2,200	2,200	2,500	1,500	
In planned <u>unit</u> developments	4,000	2,000	2,000	2,000	1,000	
Minimum lot area						
In conventional development	4,400	2,200	4,400	2,500	9,500 <u>4,500</u>	5,000
In planned <u>unit</u> developments	4,000	2,000	4,000	2,000	9,500 <u>3,000</u>	5,000
Minimum lot width (feet)						
In conventional development	40	20	50	25	80 <u>60</u>	50
In planned <u>unit</u> developments	40	17.5	45	20	80 <u>100</u>	50
Minimum yards (feet) (Note 2)						
Front yard	25	25	25	25	25	25
Side yard (Note 1)	5	5	5	5	10	10
Street side yard	25	25	25	25	25	25
Rear yard*	20% of lot depth	20% of lot depth	20% of lot depth	20% of lot depth	25	25
Maximum height (feet)						

Regulator	1-Family Detached	1-Family Attached (Note 1)	Duplex	Townhouse (Note 1)	Multi-family (Note 2)	Other Permitted Uses
In conventional development	35	35	35	35	45	35
In planned unit developments	35	35	35	35	60	35
Floor area ratio	NA	NA	NA	NA	0.80	0.80
Maximum amount of total parking located in street yard	NA	NA	NA	NA	50%	50%

* The required rear yard area is calculated as 20% of the lot depth times the lot width. Provided that this minimum area is maintained, a portion of a residential structure may come as close as 10 feet to a rear lot line.

Note 1: Single-Family Attached and Townhouse Development.

Regulators are shown on a per-unit basis. Side yard setbacks are indicated for detached building walls.

Note 2: Multifamily Development.

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The Planning Commission and City Council may vary required minimum setbacks in planned districts. However, the setback from the front facade of a garage to any public or private street right-of-way (including the boundary of sidewalks) must be at least 20 feet.

Note 5: Flexible Yard Setbacks on 80-foot Right-of-Way (or Larger), Where the Normal Minimum Setback is 25 Feet.

Front and/or side yard setback may reduced to 15 feet with specific approval by the Building Director if the setback adjustment creates no adverse conditions. [Added 9-18-2007 by Ord. No. 29-07]

§ 410-12.2. Site development regulations.

Regulator	1-Family Detached	1-Family Attached (Note 1)	Duplex	Town-house (Note 1)	Multi-Family (Note 2)	Other Permitted Uses
Site area per housing unit (square feet)						
In conventional development	4,400	2,200	2,200	2,500	1,500	
In planned <u>unit</u> developments	4,000	2,000	2,000	2,000	1,000	
Minimum lot area						
In conventional development	4,400	4,400	4,400	2,500	9,500 <u>4,500</u>	5,000
In planned <u>unit</u> developments	4,000	4,000	4,000	2,000	9,500 <u>3,000</u>	5,000
Minimum lot width (feet)						
In conventional development	40	20	40	25	80 <u>60</u>	40
In planned unit developments	40	20	40	20	80	40
Minimum yards (feet) (Note 3)						
Front yard	25	25	25	25	25	25
Side yard (Note 1)	5	5	5	5	10	5
Street side yard	25	25	25	25	25	15
Rear yard*	20% of lot depth	20% of lot depth	20% of lot depth	20% of lot depth	25	25
Maximum height (feet)	35	35	35	35	45	35

Regulator	1-Family Detached	1-Family Attached (Note 1)	Duplex	Townhouse (Note 1)	Multi-Family (Note 2)	Other Permitted Uses
Floor area ratio	NA	NA	NA	NA	0.80	0.50
Maximum amount of total parking located in street yard	NA	NA	NA	NA	50%	50%

* The required rear yard area is calculated as 20% of the lot depth times the lot width. Provided that this minimum area is maintained, a portion of a residential structure may come as close as 10 feet to a rear lot line.

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Note 5: Setbacks along Urban Corridors.

Normal minimum setback is 25 feet. Front yard setback may be reduced to 15 feet if:

1. No parking is placed within the street yard.

2. The entire street yard area is landscaped, with the exception of driveways to parking areas or pedestrian accesses to the principal building on the site.

This setback flexibility shall not be applied on any street designated as a major arterial by the City's Comprehensive Development Plan without the specific approval of the City's Public Works Director.

2. Public Hearing - 7:00 PM - Tax Increment Financing (TIF) Application by Peery Housing, LLC (428 N 3rd Street) - TIF Attorney Andrew Willis
 - A. Presentation and Review of TIF Application, Cost Benefit Analysis, Redevelopment Plan Amendment, Redevelopment Agreement

TAX INCREMENT FINANCING (TIF) OVERVIEW & APPLICATION



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

CITY OF SEWARD COMMUNITY REDEVELOPMENT AUTHORITY

Submit Completed Applications to:

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

UPDATED SEPTEMBER 13, 2024

CITY OF SEWARD

TAX INCREMENT FINANCING PROGRAM OVERVIEW

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

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

✓ REDEVELOPMENT AREA

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

✓ PROJECT ELIGIBILITY

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

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

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

✓ COMMUNITY REDEVELOPMENT AUTHORITY

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

✓ TIF PROCESS CHECKLIST:

- Meeting with the City of Seward and developers to review TIF process & determine initial eligibility of proposed TIF project
- Determine if prospective project is within the City's redevelopment area
- Determination of eligible public improvements
- Developer submits completed TIF application to City Administrator's office with application fee
- Initial project analysis is completed by City of Seward TIF legal counsel
- Initial redevelopment project data for plan completed by City of Seward's TIF counsel
- CRA reviews applications & selects projects
- Proposed Redevelopment Plan amendment to include the proposed project is prepared by TIF counsel
- Planning Commission public hearing scheduled & notices are published and sent to Seward County taxing entities
- Public hearing conducted at the City Planning Commission meeting to make a recommendation on the redevelopment plan amendment
- CRA approves the redevelopment plan amendment and makes a recommendation to the City Council
- City Council Public hearing scheduled & notices are published and sent to Seward County taxing entities
- Public hearing conducted at the City Council meeting to adopt the redevelopment plan amendment
- Developer and CRA negotiate redevelopment agreement implementing the redevelopment plan amendment and setting forth the rights & obligations for the specific project
- CRA approves the redevelopment agreement
- City Council approves the redevelopment agreement
- TIF note is issued
- The redevelopment project is completed & the additional tax revenue created by TIF project is collected and used to pay off the TIF note debt obligation & then property returns to normal re-tax distribution process.

✓ **TIF APPLICATION PROCESS**

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

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

✓ **TIF FINANCING PROJECT EXAMPLE**

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

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

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

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

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

Present Value Calculation Case Example

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

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

✓ **TIF QUESTIONS AND ANSWERS**

Q) What is a substandard & blighted area?

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

Q) What can a substandard area contain?

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

Q) How was the redevelopment area created?

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

Q) What is the Geography of the Redevelopment Area?

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

Q) How does TIF work?

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

Q) What types of projects are eligible?

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

Q) How do you qualify for TIF?

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

Tax-Increment Financing Application

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

1. Applicant Information

Peery Housing 46-1635484

Business Name Federal Id #

Mark Peery 402-304-6271

Contact Person for Applicant Cell Phone

2000 Rainbow Ave Seward, Ne, 68434

Street Address City, State, Zip

Mailing Address (if different) City, State, Zip

Bus. Phone Bus. Fax

Email

Business Organization: Proprietorship Corporation Partnership LLC

Other, please explain: _____

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

Name	Title	Ownership Percent
------	-------	-------------------

Mark Peery		50%
------------	--	-----

Lisa Peery		25%
------------	--	-----

Chad Peery		25%
------------	--	-----

2. Imagine Nebraska Act

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

3. Project Description

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

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

Four - 2 Bedroom units catering to young professionals/ young families, 1 of the 4 units ADA compliant for elderly/disabled

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

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

b. What is the estimated number of new jobs this project will create? N/A

c. What is the pay scale and benefits package for these positions? Maintenance will be handled locally

4. Proposed Project Site

428 N. 3rd

Peery Housing

Site Address

Current Owner

Legal Description: SEWARD H M & R ADDITION BLOCK 88

LOT 9 & S 1/2 LOT 8

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

5. Physical Description of the Proposed Project

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

4 plex, all 2BR units, 3500 sq foot, parking front and rear. Slab on

Grade with wood frame construction, designed to fit in the neighborhood to code

Site Plan Attached?

Yes No

6. Land Use:

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

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

c. Current Zoning of the property: R4

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

What permits would be required? Various Construction Permits

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

8 parking stalls will be provided to accommodate zoning regulations

7. Relocation

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

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

8. Estimated Project Costs

a. Land Acquisition, if applicable: \$ 0

b. Site Development (itemize below): \$ 55000 (Totalled)

i. Demolition: \$ 45000

ii. Grading: \$ 5000

iii. Site Preparation: \$ 5000

iv. Other (explain): \$

c. Building Construction Cost: \$ 56000

d. Other Site Improvements (explain) \$ 10000

e. Equipment: \$

f. Architectural and Engineering Fees: \$ 3000

g. Legal Fees: \$ 5000

h. Financing Costs: \$

i. Broker Costs, if any: \$

j. Contingencies: \$

k. Other (explain): \$

Total: \$ 633,000

9. Please attach the following documentation

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

10. Estimated Tax Increment

- a. Total estimated assessed valuation of Real Property at completion: \$ 525,043

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

Plan shared with County assessor who had a valuation done

- b. Latest property valuation before construction (from Property Tax Statement): \$ 22,557

- c. Estimated increase in real estate valuation: \$ 502,486
- d. Estimated new real estate tax generated annually: \$ 7251.36

11. Proposed Source of Financing

- a. Equity: \$ 160000
- b. Bank loan: \$ 274,229.60
(please provide conditional approval or commitment letters, if applicable)
- c. Tax Increment Financing: \$ 108,770.40
- d. Other (please describe): \$ 90,000
- e. **TOTAL FINANCING:** \$ 633,000

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

Soflin/Rathje - 1620 Eastridge Dr, Seward, NE 68434

Plex Construction - PO Box 254, Seward, NE 68434

3rd Dimensions - Seward, NE 68434

13. Project construction schedule:

- a. Construction start date: Spring '26
- b. Construction completion date: Spring '27
- c. If project is phased: Year Winter '26 / 50% % Complete
Year Spring '27 / 100% % Complete

14. Municipal reference (if applicable).

Please name any other municipality wherein the applicant, or other corporations the applicant has been involved with, has completed development within the last five years:

15. Amount of TIF request:

\$ 108,770.40

16. Application Fee Paid:

\$ 1000

A nonrefundable application fee equal to the lesser of: (a) one percent of the requested TIF indebtedness; or (2) One Thousand Dollars and No/100 shall be submitted with the application.

Note: If the Application is approved, the applicant is not entitled to receive the requested TIF amount. The actual amount of the TIF Indebtedness will vary depending on multiple factors including without limitation lender interest rates, identification of eligible expenditures, and additional information identified in the redevelopment project approval process.

Tax Increment Financing Projections

1. Assumptions:

Tax Levy (2024)	1.443097
Interest Rate	0.00%
Number of Years	15

Property Valuation:

	Assessed Val.	Est. Taxes
Pre-Project	\$20,479	\$296
Completed Project	\$502,000	\$7,244
Difference	\$481,521	\$6,949

2. TIF Calculations:

Base Year	2026
Effective Date	2027 * partial valuation in first year

Annual TIF Amount	\$6,949
Total TIF	\$104,232
TIF Indebtedness Amount	\$104,232
Rounded	\$104,200
less 3% Admin Fee	(\$3,126)
Approx. Cost of Issuance	(\$7,500)
Total TIF Available	\$93,574

3. TIF USES

Demolition	\$45,000	
Site prep and grading	\$16,800	
Arch., Eng., Legal	\$8,000	
energy eff. (HVAC)	\$31,000	
Landscaping	\$12,500	
Façade enhancements	\$10,000	
Total Eligible Expenses	\$123,300	\$133,926

**Peery Housing Redevelopment Project
TIF Loan Amortization Schedule**

Principal	\$104,200.00	Projected TIF Payments Annual \$6,948.82 Semi-Anr \$3,474.41
Interest Rate	0.00%	
Payments/Year	2	
Loan Payment	\$3,473.33	

Date	Principal Balance	Payment	Interest	Principal	Ending Principal
6/15/2027	\$104,200.00	\$3,473.33	\$0.00	\$3,473.33	\$100,726.67
12/15/2027	\$100,726.67	\$3,473.33	\$0.00	\$3,473.33	\$97,253.33
6/15/2028	\$97,253.33	\$3,473.33	\$0.00	\$3,473.33	\$93,780.00
12/15/2028	\$93,780.00	\$3,473.33	\$0.00	\$3,473.33	\$90,306.67
6/15/2029	\$90,306.67	\$3,473.33	\$0.00	\$3,473.33	\$86,833.33
12/15/2029	\$86,833.33	\$3,473.33	\$0.00	\$3,473.33	\$83,360.00
6/15/2030	\$83,360.00	\$3,473.33	\$0.00	\$3,473.33	\$79,886.67
12/15/2030	\$79,886.67	\$3,473.33	\$0.00	\$3,473.33	\$76,413.33
6/15/2031	\$76,413.33	\$3,473.33	\$0.00	\$3,473.33	\$72,940.00
12/15/2031	\$72,940.00	\$3,473.33	\$0.00	\$3,473.33	\$69,466.67
6/15/2032	\$69,466.67	\$3,473.33	\$0.00	\$3,473.33	\$65,993.33
12/15/2032	\$65,993.33	\$3,473.33	\$0.00	\$3,473.33	\$62,520.00
6/15/2033	\$62,520.00	\$3,473.33	\$0.00	\$3,473.33	\$59,046.67
12/15/2033	\$59,046.67	\$3,473.33	\$0.00	\$3,473.33	\$55,573.33
6/15/2034	\$55,573.33	\$3,473.33	\$0.00	\$3,473.33	\$52,100.00
12/15/2034	\$52,100.00	\$3,473.33	\$0.00	\$3,473.33	\$48,626.67
6/15/2035	\$48,626.67	\$3,473.33	\$0.00	\$3,473.33	\$45,153.33
12/15/2035	\$45,153.33	\$3,473.33	\$0.00	\$3,473.33	\$41,680.00
6/15/2036	\$41,680.00	\$3,473.33	\$0.00	\$3,473.33	\$38,206.67
12/15/2036	\$38,206.67	\$3,473.33	\$0.00	\$3,473.33	\$34,733.33
6/15/2037	\$34,733.33	\$3,473.33	\$0.00	\$3,473.33	\$31,260.00
12/15/2037	\$31,260.00	\$3,473.33	\$0.00	\$3,473.33	\$27,786.67
6/15/2038	\$27,786.67	\$3,473.33	\$0.00	\$3,473.33	\$24,313.33
12/15/2038	\$24,313.33	\$3,473.33	\$0.00	\$3,473.33	\$20,840.00
6/15/2039	\$20,840.00	\$3,473.33	\$0.00	\$3,473.33	\$17,366.67
12/15/2039	\$17,366.67	\$3,473.33	\$0.00	\$3,473.33	\$13,893.33
6/15/2040	\$13,893.33	\$3,473.33	\$0.00	\$3,473.33	\$10,420.00
12/15/2040	\$10,420.00	\$3,473.33	\$0.00	\$3,473.33	\$6,946.67
6/15/2041	\$6,946.67	\$3,473.33	\$0.00	\$3,473.33	\$3,473.33
12/15/2041	\$3,473.33	\$3,473.33	\$0.00	\$3,473.33	\$0.00

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

(PEERY HOUSING REDEVELOPMENT PROJECT)**

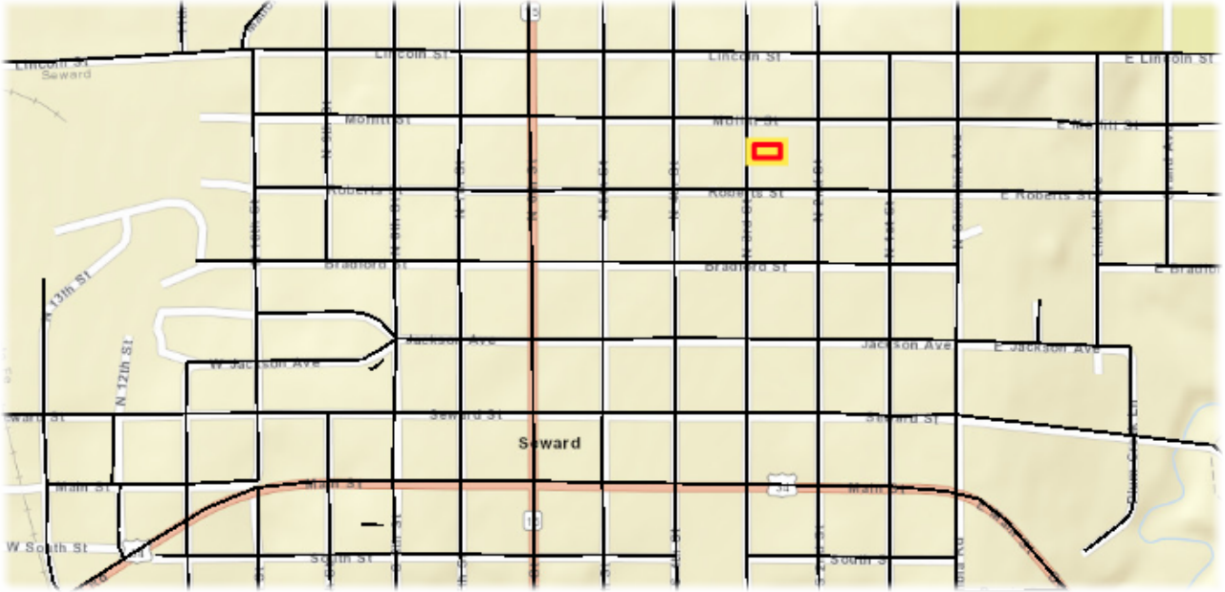
The City of Seward, Nebraska (“City”) has undertaken a plan of redevelopment within the community pursuant to the adoption of the Redevelopment Plan for Redevelopment Area # 3 in the City of Seward, as amended from time to time (the “Redevelopment Plan”). The Redevelopment Plan was approved by the City Council of the City of Seward on August 19, 2025. The Redevelopment Plan serves as a guide for the implementation of redevelopment activities within certain areas of the City, as set forth in the Redevelopment Plan.

Pursuant to the Nebraska Community Development Law codified at NEB. REV. STAT. §§ 18-2101 through 18-2158 (the “Act”), Seward created the Community Redevelopment Authority of the City of Seward (“CRA”), which has administered the Redevelopment Plan for the City. The Redevelopment Plan describes Redevelopment Area #3 (the “Redevelopment Area”), which includes the Project Site, as defined below. The purpose of this Plan Amendment is to identify a specific region in the Redevelopment Area that is in need of redevelopment to cause the removal of blight and substandard conditions. The project site for this project is legally described on the attached Exhibit “A”, which is incorporated herein by this reference (the “Project Site”).

The Project Site

The Project Site is generally located at 428 N. 3rd Street and identified as Parcel ID #800086090:



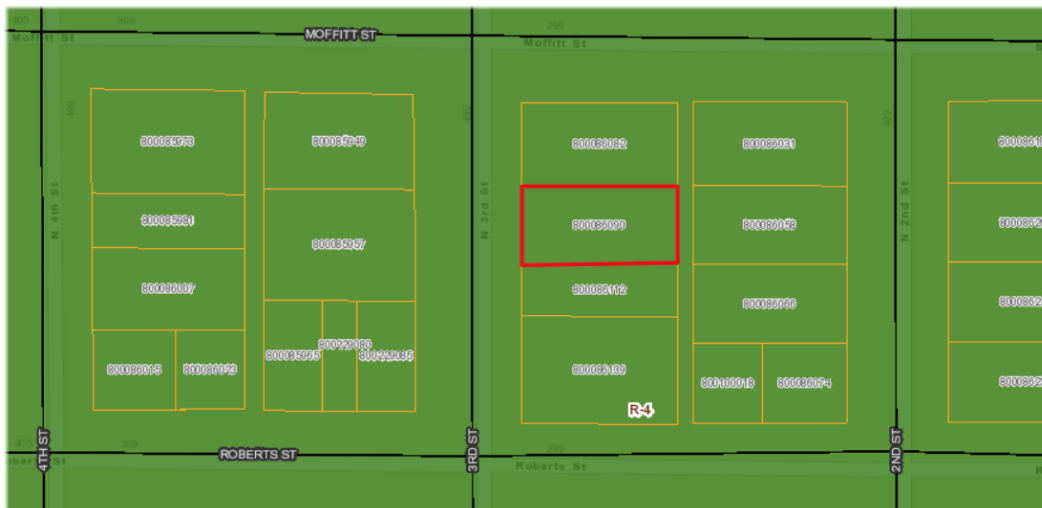


The Project Site is currently vacant. The building on the site was in need of redevelopment and renovation, and was recently demolished.



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

The Project Site is zoned R4 – Urban Residential High-Density District:



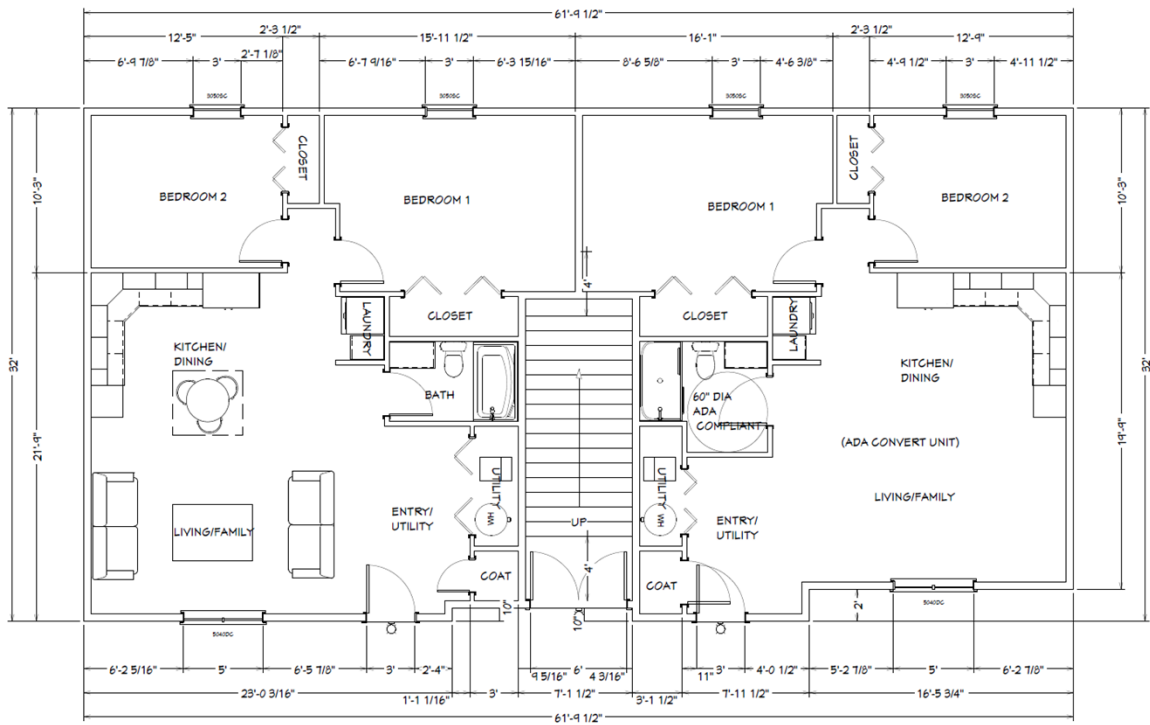
The Future Land Use Map of the Comprehensive Plan (defined below) designates the Project Site as residential and the City’s future land use concepts designate the potential future land use of the area as Mixed Density Residential.

The Redevelopment Project

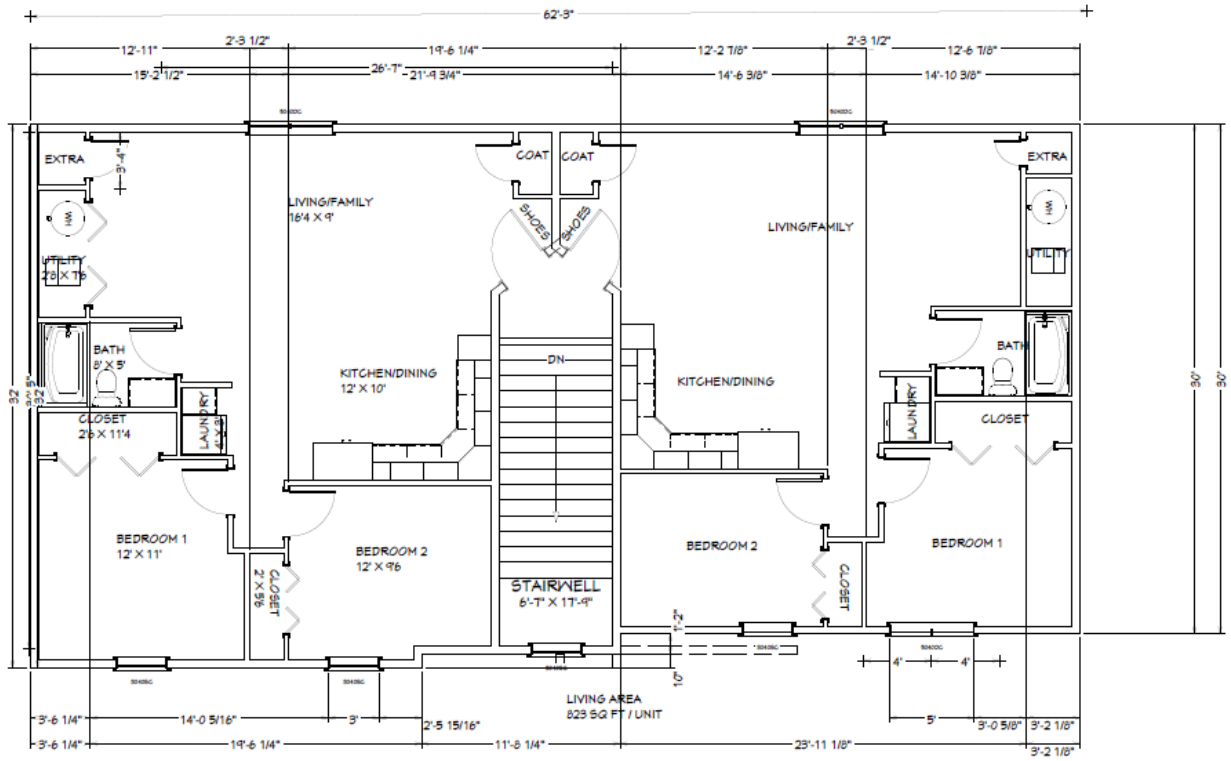
Peery Housing, LLC (“Redeveloper”) currently owns the Project Site. Pending approval of this Plan Amendment, Redeveloper intends to construct an approximately 3,500 square foot residential building on the Project Site with four (4) dwelling units, together with all related improvements (“Project”). Each of the dwelling units in the 4-plex will have 2 bedrooms. Preliminary renderings for the Project are set forth below:

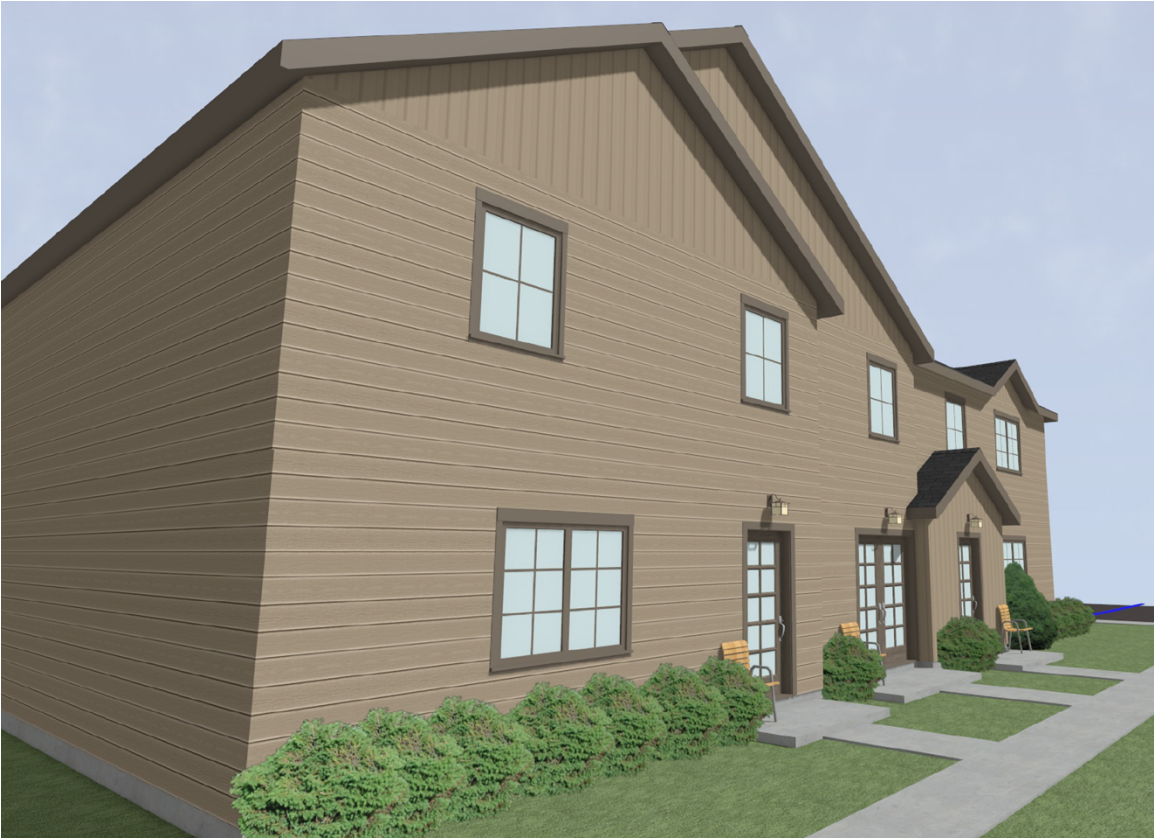


First floor (2 units):



Second floor (2 units):





Construction of the project is intended to commence in Spring of 2026 and be completed in Fall 2027.

The preliminary estimated total cost of the Project is more than \$700,000. The total estimated cost includes more than \$133,000 of TIF-eligible public costs needed to develop the Project Site and support the private improvements. The breakdown of preliminary estimated TIF-eligible costs is set forth on Exhibit “B”. These TIF-eligible costs are estimates, and the actual costs shall be certified upon completion of the work, as further detailed in the Redevelopment Agreement. The Redeveloper is willing to construct the public improvements and renovations subject to receiving all the TIF generated by the Project up to the total cost of the public improvements. Without TIF, construction of the Project Site would be cost prohibitive, and the Redeveloper could not develop the Project Site as designed.

Tax Increment Financing

As part of the Project, the CRA shall capture available tax increment from the Project Site to assist in payment for the public improvements listed as eligible expenditures under the Act in the Redevelopment Area. Section 18-2147 of the Act authorizes the use of TIF. It provides that any ad valorem tax levied upon real property, or any portion thereof, in a redevelopment project shall be divided, for a period not to exceed fifteen years after the effective date as identified in the

redevelopment contract, or amendment thereof, or in the resolution(s) of the authority authorizing the issuance of TIF Indebtedness pursuant to the Act, as follows:

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

The Project will support approximately \$104,200 in TIF Indebtedness based upon the projected base value of \$20,479, an anticipated completed valuation of \$502,000, and a 0% interest rate for the TIF Note.¹ The TIF-eligible uses identified by the Redeveloper, together with the 3% CRA administration fee and cost of issuance, which are additional TIF-eligible uses that Redeveloper shall be required to pay, exceed the anticipated TIF amount of \$104,200. The final, actual cost of all TIF-eligible expenses shall be certified by Redeveloper upon completion of construction.

The base valuation year for the Project will be 2026. The first year that the tax increment is anticipated to be captured will be 2027. The real property ad valorem taxes on the base valuation will continue to be paid to the appropriate taxing jurisdictions. The increase will come from development of the Project Site as previously described. The projected TIF Sources and Uses are set forth in more detail on the attached and incorporated Exhibit “B”. The costs of the eligible improvements are estimates, and more detail shall be set forth in the Redevelopment Agreement for the Project.

Statutory Elements

A. Property Acquisition, Demolition and Disposal

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

No public acquisition or disposal of private property or relocation of families or businesses is necessary to accomplish the Project. Redeveloper owns the Project Site. Redeveloper demolished the former building on the Project in 2022 to prepare for the redevelopment of the Project Site.²

B. Population Density

The proposed development of the Project Site is the construction of a 4-plex residential building on a vacant lot. Each of the 4 units will be a smaller, two-bedroom unit, so the four rental units should not yield a material increase in population. The anticipated use of the project site is higher density residential, so the use and anticipated population density is in line with the Comprehensive Plan and community needs.

C. Land Coverage

The proposed development of the Project Site is the construction of an approximately 3,500 square foot building on an approximately 7,462 square foot lot. The Project will comply with all land coverage requirements in the City of Seward.

D. Traffic Flow, Street Layouts, and Street Grades

The Project is anticipated to increase traffic to and from the Project Site in an acceptable manner. The Project Site is located on a residential block (3rd Street between Roberts and Moffitt). A new four plex will add additional traffic, but the existing public streets are sufficient to support the additional residential traffic from the Project.

E. Parking

Seward Zoning Regulations require 2 off-street parking spaces per 2-bedroom apartment, or 8 parking spaces total for this project. Redeveloper will be required to create off-street parking on the Project Site that meets or exceeds the parking requirements set forth in the applicable zoning district.

F. Zoning, Building Code, and Ordinances

The Project Site is located in the City of Seward R4 Urban Residential High-Density District. The Project is a permitted use within said zoning district. No additional zoning, building code, or ordinance changes will be necessary for the Project. Redeveloper shall be responsible for any further zoning changes that are necessary.

² Pursuant to Neb. Rev. Stat. § 18-2117.03, demotion costs incurred prior to approval of the redevelopment project may still be included as eligible costs for the Project.

Comprehensive Plan

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

STRONG NEIGHBORHOODS: GOALS

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

GOAL 1: CREATE NEIGHBORHOODS AND PROMOTE INFILL DEVELOPMENT THAT BUILDS ON THE CHARACTER AND QUALITY OF EXISTING NEIGHBORHOODS

Actions and Recommendations:

Encourage Infill development. Infill development is a key component of stabilizing and revitalizing older neighborhoods; however, it can also be the one of most challenging projects for the private market. Site development issues, including older infrastructure, compatibility with existing neighborhood structures, or the removal of an existing structure, along with lower-assessed values for surrounding properties can increase the costs and risk for development. Often these types of projects need some assistance from the city, but the return on the investment can be significant for both the neighborhood and the city’s overall tax base; Seward has identified a redevelopment area in the southern core of the city where projects can already receive tax increment financing to assist qualifying projects such as infill development. An infill development policy may include any of the following components:

Establish incentives for vacant lot development. Infill housing refers to housing that is built on vacant or underused lots in existing neighborhoods. Vacant lots can be a good resource for new affordable housing. However, these lots may have site issues that need to be addressed, such as dilapidated structures that need to be removed. Site issues along with the scattered nature of vacant lots can make infill development challenging.

Assist with land assembly. One of the biggest hurdles to transformative infill development in struggling neighborhoods is the assembly of land or lots. Most developers do not have the capital, time, or other resources to assemble lots from multiple property owners. This can be true for both deteriorated older residential areas or even older commercial and industrial sites. In areas with a concentration of infill sites or just one larger infill development, preparation of a redevelopment plan by the city should guide developers and builders.

Standards for infill development. Infill development must respect the character of the existing neighborhood and contribute to the city's vision for the future of a neighborhood, such as medium-density housing at the fringe of downtown. Principles that should be considered with any infill development include:

- **Transitions.** Provide transitions between higher-intensity uses and lower-intensity uses to address compatibility issues.
- **Scale.** The size and height of the buildings is in keeping with surrounding buildings or the context of the corridor.
- **Context.** The design fits the housing styles around even if the type of units are different. Other context variables on a site may include views that enhance the site or stormwater facilities that may add open space amenities.
- **New Housing Options.** Can the site provide an alternative that might allow a young adult to live in the neighborhood where they grew up or enabling a senior to downsize without needing to leave their neighborhood behind?

GOAL 3: EXPAND HOUSING DIVERSITY BY TYPE AND COST

Actions and Recommendations:

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

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

Additionally, the Project will address the following housing needs identified in the Comprehensive Plan:

- Shortage of rental units.
- The City will require the construction of 36 new housing units each year to support the forecasted annual population growth of 1%.

Housing Study

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

- Population Trends and Projections – From 2000 to 2010, the City of Seward increased in population by 645 people, or 10.2 percent. The population is estimated to have increased by 297 people since the 2010 Census, to a current (2019) estimated population of 7,261. By 2024, the population is projected to increase by 187 persons, or 2.6 percent to 7,448. *Housing Study*, p. 3.6.

Housing Demand/Needs Analysis – A total of 242 housing units should be targeted for Seward by 2024, consisting of 162 owner and 80 rental units. This includes an estimated 80 total units for elderly (55+) households, 144 total units for families and 18 total units for special populations, or those with a mental or physical disability(ies). An estimated 116 housing units, consisting of 80 owner and 36 rental units should be targeted for the workforce population in Seward. *Housing Study*, p. 4.13.

Cost-Benefit Analysis

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

Additional Project Information from the Redeveloper

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

EXHIBIT "A"
Legal Description of Project Site

Legal Description: The South Half of Lot 8 and Lot 9, Block 88, Harris Moffit and Roberts Addition, Seward, Seward County, Nebraska

Parcel ID: 800086090

Situs Address: 428 N. 3rd Street, Seward NE 68434

The general location of the Project Site is depicted below:

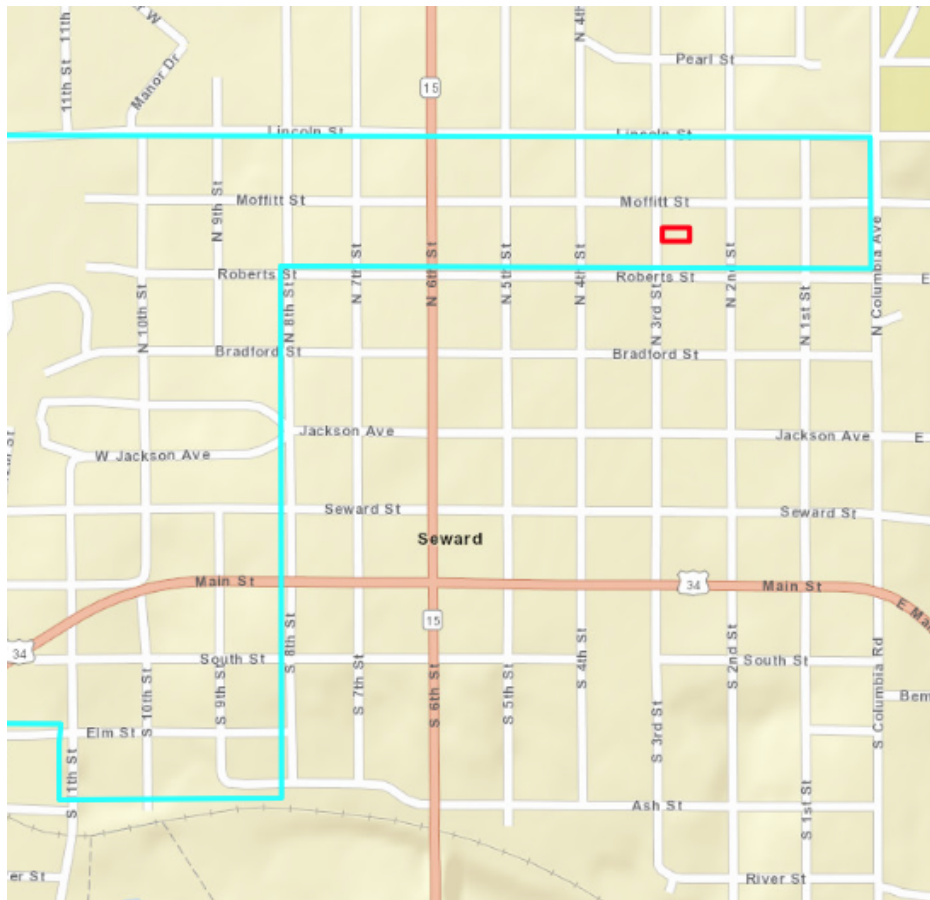


EXHIBIT “B”
Projected TIF Sources and Uses

TIF SOURCES: TIF authorized up to the amount of \$104,200, based upon the anticipated cost of the eligible TIF uses described below.

Assumptions:

Tax Levy:	1.443097
Project Site Base Value	\$20,479
Interest Rate	0%

TIF Calculation:

	Value	Taxes
Base Year	\$20,479	\$296
Completed	\$502,000	\$7,244
Increment	\$481,521	\$6,949

Annual TIF	\$6,949
Max TIF (15 yrs)	\$104,200
TIF Amount	\$104,200

The Annual TIF shall be used to pay debt service on the TIF Note for a period of 15 years or up to a total amount of \$104,200.

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

3% Amin. Fee	\$	3,127
City Cost of Issuance	\$	7,500
Demolition	\$	45,000
Site Prep/Grading	\$	16,800
Energy Efficiency Enhancements	\$	31,000
Façade Enhancements	\$	10,000
Arch/Engineering/Legal	\$	8,000
Landscaping Enhancements	\$	12,500
Total Eligible Expenses	\$	133,927

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

The cost-benefit analysis for the Project, as described in the Amendment to the Redevelopment Plan to which this cost-benefit analysis is attached, is presented below. The above-referenced project will utilize Tax Increment Financing funds authorized by NEB. REV. STAT. §18-2147. The costs and benefits of the Project are identified as follows:

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

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

a.	Estimated Base Project Area Valuation:	\$20,479
b.	Projected Completed Project Assessed Valuation:	\$502,000
c.	Projected Tax Increment Base:	\$481,521
d.	Estimated Tax Levy:	1.443097
e.	Annual Projected Tax Shift:	\$6,949

NOTE: The Projected Tax Increment is based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax shift may vary materially from the projected amount. The levy rate is an assumed levy rate that will vary from year to year. The completed values will depend on the county assessor’s yearly assessment of the Project Site. There has been no accounting for incremental growth or change in the tax levy over the 15-year TIF period.

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

a. Public infrastructure improvements and impacts:

No substantial adverse effects are anticipated on the public infrastructure and community public service needs. The Project will not have a material adverse effect on any community public services. The Project will create infill housing on a lot previously used for housing. Adding four 2-Bedroom units to a vacant residential lot in an established residential area is an efficient way to increase housing units with minimal impact on the City’s public infrastructure.

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

The Project will create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of tax increment financing will defer receipt of new ad valorem real property taxes generated by the Project, it is intended to create a long term benefit and substantial increase in property taxes to the City and other local taxing jurisdictions. The Project should also generate immediate tax growth to the City through sales tax paid by the new residents of the housing units on the Project Site. Further, the new residents of the housing units will pay for City services. It is not anticipated that the Project will have any material adverse impact on such City services, but will generate revenue providing support for those services.

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

It is not anticipated that the Project will have a material adverse impact on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project. The Project will create new residential housing that will help with the housing needs in the City. Additional housing stock will support expansion or relocation into the redevelopment area because there are more opportunities for housing employees. Without sufficient available housing stock, a company cannot expand or relocate in the Redevelopment Area because the housing is necessary for employees.

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

The Project should have a material positive impact on private sector businesses in and around the area outside the boundaries of the redevelopment project. The Project is not anticipated to impose a burden or have a negative impact on local area employers. The Project will create new residential housing. The increase in housing should increase the need for services and products from existing businesses and increase the overall housing stock in the City. This should have a positive effect on employers looking to locate or expand in the area because of the increased housing options, and the long term increased pool of potential workers and consumers.

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

It is not anticipated that the Project will have a material adverse impact on the student populations of the school district within the City. Each of the 4 units will be a smaller, two-bedroom unit, so it is reasonable to anticipate that there will not be a large influx of students from this Project. Even assuming one child per unit, this would increase the student population by 4 students, which is not a

significant increase to the student population. Based upon a conversation with the superintendent of the Seward Public Schools, there is no indication that the school district is or will be in opposition of this project.

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

The City is in need of additional housing. The costs of development make residential development in the City infeasible without the use of TIF. The Redeveloper is not willing to undertake the proposed Project without the use of TIF. The Project adds housing density to the Project Site, with four (4) multifamily rental units, creating additional housing types in the City as well as an increase in overall housing. Based on discussions with the Seward Public Schools superintendent, no concerns were identified with this project.

7. Summary of Findings:

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

**REDEVELOPMENT AGREEMENT
(PEERY HOUSING REDEVELOPMENT PROJECT)**

This Redevelopment Agreement is made and entered into effective as of the 16th day of December, 2025, by and between the Community Redevelopment Authority of the City of Seward, Nebraska (“CRA”) and Peery Housing, LLC, a Nebraska limited liability company (“Redeveloper”).

RECITALS

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

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

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

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

E. The Redeveloper’s proposed redevelopment project will consist of the construction of a multifamily residential building and associated improvements on the Project Site, as more particularly described on the attached and incorporated Exhibit “A”.

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

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

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

**ARTICLE I
DEFINITIONS AND INTERPRETATION**

Section 1.01 Terms Defined in this Redevelopment Agreement.

Unless the context otherwise requires, the following terms shall have the following meanings for all purposes of this Redevelopment Agreement, such

definitions to be equally applicable to both the singular and plural forms and masculine, feminine and neuter gender of any of the terms defined:

A. “Act” means Article VIII, Section 12 of the Nebraska Constitution, NEB. REV. STAT. §§ 18-2101 through 18-2158, as amended, and acts amendatory thereof and supplemental thereto.

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

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

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

E. “Effective Date” means January 1, 2027.

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

G. “Minimum Project Valuation” means the amount of Five Hundred Two Thousand and No/100 Dollars (\$502,000.00).

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

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

J. “Project Completion Date” means October 31, 2027.

K. “Project Site” means all that certain real property situated in the City of Seward, Seward County, Nebraska, more particularly described on Exhibit “A”.

L. “Public Improvements” shall include all the public improvements more particularly described on Exhibit “A” which are eligible improvements under the Act. The costs of the Public Improvements include the debt service payments of the TIF Indebtedness.

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

N. “Redeveloper” means Peery Housing, LLC, a Nebraska limited liability company.

O. “Redevelopment Area” means Redevelopment Area #3 that is set forth in the Redevelopment Plan.

P. “Redevelopment Plan” means the Redevelopment Plan for the Redevelopment Area #3 approved by the City pursuant to the Act, as amended from time to time.

Q. “Tax Increment” means in accordance with NEB. REV. STAT. § 18-2147 of the Act, the difference between the ad valorem tax which is produced by the tax levy (fixed each year by the Seward County Board of Equalization) for the Project Site before the completion of the construction of the Private Improvements and the ad valorem tax which is produced by the tax levy for the Project Site after completion of construction of the Private Improvements as part of the Project.

R. “TIF Indebtedness” means the sums payable under any bonds, notes, loans and advances of money or other indebtedness, including interest thereon, issued by the CRA or the City secured in whole or in part by Tax Increment.

Section 1.02 Construction and Interpretation.

The provisions of this Redevelopment Agreement shall be construed and interpreted in accordance with the following provisions:

(a) This Redevelopment Agreement shall be interpreted in accordance with and governed by the laws of the State of Nebraska, including the Act.

(b) Wherever in this Redevelopment Agreement it is provided that any person may do or perform any act or thing the word “may” shall be deemed permissive and not mandatory and it shall be construed that such person shall have the right, but shall not be obligated, to do and perform any such act or thing.

(c) The phrase “at any time” shall be construed as meaning “at any time or from time to time.”

(d) The word “including” shall be construed as meaning “including, but not limited to.”

(e) The words “will” and “shall” shall each be construed as mandatory.

(f) The words “herein,” “hereof,” “hereunder,” “hereinafter” and words of similar import shall refer to the Redevelopment Agreement as a whole rather than to any particular paragraph, section or subsection, unless the context specifically refers thereto.

(g) Forms of words in the singular, plural, masculine, feminine or neuter shall be construed to include the other forms as the context may require.

(h) The captions to the sections of this Redevelopment Agreement are for convenience only and shall not be deemed part of the text of the respective sections and shall not vary by implication or otherwise any of the provisions hereof.

ARTICLE II REPRESENTATIONS

Section 2.01 Representations by the CRA.

The CRA makes the following representations and findings:

(a) The CRA is a duly organized and validly existing community redevelopment authority under the Act.

(b) The CRA deems it to be in the public interest and in furtherance of the purposes of the Act to accept the proposal submitted by Redeveloper for the redevelopment of the Project Site as specified herein.

(c) The Project will achieve the public purposes of the Act by, among other things, increasing employment, increasing the tax base, and lessening blighted and substandard conditions in the Redevelopment Area.

(d) The costs and benefits of the Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the CRA and have been found to be in the long-term best interest of the community impacted by the Project.

Section 2.02 Representations of Redeveloper.

Redeveloper makes the following representations and findings:

(a) Redeveloper is a Nebraska limited liability company in good standing and authorized to do business in Nebraska and has the power to enter into this Redevelopment Agreement and perform all obligations contained herein.

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

(c) There is no litigation pending or to the best of its knowledge threatened against Redeveloper affecting its ability to carry out the acquisition, construction,

equipping and furnishing of the Project or the carrying into effect of this Redevelopment Agreement or, except as disclosed in writing to the CRA, as to any other matter materially affecting the ability of Redeveloper to perform its obligations hereunder.

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

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

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

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

ARTICLE III OBLIGATIONS OF THE CRA AND PUBLIC IMPROVEMENTS

Section 3.01 Capture of Tax Increment.

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

Section 3.02 Issuance of TIF Indebtedness.

On or after thirty (30) days following the approval and execution of this Redevelopment Agreement, the CRA shall incur or issue TIF Indebtedness in an amount not to exceed One Hundred Four Thousand Two Hundred and No/100 Dollars (\$104,200.00), as calculated on the attached and incorporated Exhibit "B". The TIF Indebtedness shall be issued by the CRA to Redeveloper. The TIF Indebtedness shall be issued in a TIF Promissory Note in the form attached hereto as Exhibit "E" ("Note"). The TIF Indebtedness shall not be a general obligation of the CRA or City which shall issue such Note solely as a conduit. If Redeveloper does not acquire and fund the TIF Indebtedness itself, Redeveloper shall locate a lender or other entity to acquire and fund the acquisition of the Note for the TIF Indebtedness.

The TIF Indebtedness shall only be secured by a pledge or assignment of the Tax Increment, and any other security for the TIF Indebtedness as required by any lender shall be provided by Redeveloper. The issuance of the TIF Indebtedness may be accomplished by offset so that the Redeveloper retains the TIF Revenues and no bankable currency is exchanged at closing of the TIF Indebtedness and issuance of the Note, except as otherwise provided herein. If the TIF Indebtedness is not paid in full by the maturity date set forth on Exhibit "B", all unpaid amounts shall be forgiven.

Section 3.03 Use of TIF Indebtedness.

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

Section 3.04 Creation of Fund.

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

Section 3.05 Projected TIF Sources and Uses.

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

**ARTICLE IV
OBLIGATIONS OF REDEVELOPER**

Section 4.01 Evidence of Financial Ability.

Upon written request from the CRA to Redeveloper, Redeveloper shall provide to the CRA evidence of availability of the specific amount of finances necessary for purposes of carrying out the commitment of Redeveloper in connection with construction of the Public Improvements and the Private Improvements. To the extent allowed by law, the CRA agrees to keep said information confidential. Such information shall state the amount and source of liquid assets on hand or immediately available to Redeveloper for use in constructing the Private

Improvements; and shall state the amount and source of debt financing which is available, or irrevocably committed, to Redeveloper for use in completing the Private Improvements. Such information shall be provided in a form satisfactory to the CRA, and evidence of loan commitments shall include all of the documents evidencing the loan commitment, acceptance by Redeveloper, the purposes of the loan, the authorized use of loan funds, and all other terms and conditions of the loan commitment, the acceptance, and the loan. Submittal of such financial information in a form satisfactory to the CRA shall be a condition precedent to the requirement of the CRA to proceed with its obligations under this Redevelopment Agreement.

Section 4.02 Construction of Project; Insurance.

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

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

Section 4.03 Cost Certification.

Redeveloper shall submit to the CRA a certification of Eligible Project Costs in the form of the certification attached hereto as Exhibit "G" ("Eligible Project Costs Certification"), after expenditure of such project costs. Redeveloper may,

at its option, submit one or more partial Eligible Project Costs Certifications prior to expenditure of all Eligible Project Costs providing certification of receipt of billings for work in progress. All Eligible Project Costs Certifications shall be subject to review and approval by the CRA. Determinations by the CRA whether costs included in the Eligible Project Costs Certification are properly included in Eligible Project Costs as defined in this Redevelopment Agreement shall be made in its sole discretion and shall be conclusive and binding on Redeveloper. All Eligible Project Costs shall be submitted to the CRA within thirty (30) days of the earlier of: (1) the date construction is actually completed for the Project or (2) the Project Completion Date.

The TIF Indebtedness shall not exceed the actual and certified Eligible Project Costs for the Project. In the event that the certified Eligible Project Costs for the Project are less than the TIF Indebtedness on the Project Completion Date, and said deficiency continues to exist thirty (30) days after Redeveloper's receipt of written notice from the CRA detailing the same, the CRA shall reduce the TIF Indebtedness amount and Redeveloper shall repay to the CRA within ten (10) days of said cost certification any amount in excess of the Eligible Project Costs issued prior to the Eligible Project Costs Certification. If the CRA requests, Redeveloper shall, from time to time, furnish the CRA with satisfactory evidence as to the use and application of the Tax Increment.

Section 4.04 No Discrimination.

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

Section 4.05 Pay Real Estate Taxes.

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

(b) Redeveloper acknowledges and understands that if the actual amount of Tax Increment is less than the anticipated amount of Tax Increment, the CRA shall not be liable for any shortfall or deficiency. If Redeveloper acquires the Note, Redeveloper agrees to forgive any shortfall in repayment of the TIF Indebtedness. If a lender or third party other than Redeveloper acquires the Note, Redeveloper shall make semi-annual payments in lieu of taxes (“Deficiency Payments”) to said lender or third party in the amount the Anticipated Tax Increment exceeds the actual Tax Increment. Said Deficiency Payments shall be made within thirty (30) days of written notice from the lender and/or CRA.

Section 4.06 No Assignment or Conveyance.

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

**ARTICLE V
FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES**

Section 5.01 Financing.

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

Section 5.02 Encumbrances.

Redeveloper shall not create any lien, encumbrance or mortgage on the Project or the Project Site except, (a) encumbrances which secure indebtedness incurred to acquire, construct and equip the Project or for any other physical improvements to the Project Site, (b) easements and rights of entry granted by Redeveloper, (c) construction and materialman liens that may be filed in connection with the construction of the Private Improvements so long as any such lien is

discharged or bonded within ninety (90) days of completion of the Private Improvements, and (d) any other liens so long as any such lien is satisfied and released or substitute security is posted in lieu thereof within ninety (90) days of Redeveloper receiving notice thereof.

Section 5.03 Mortgage Financing.

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

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

(c) Mortgagee’s Option to Cure Defaults. If thirty (30) days after notice or demand with respect to any breach or default, such breach or default remains uncured, each holder shall (and every mortgage instrument made prior to acceptance by the CRA of the Certificate of Completion with respect to any of the Private Improvements or the Public Improvements by Redeveloper or its successors in interest shall so provide) have the right, at its option, to cure or remedy such breach or default within sixty (60) days after notice or demand, and to add the cost thereof to the mortgage debt and the lien of its mortgage. If the mortgage holder commences efforts to cure the default within such period and the default cannot, in the exercise of due diligence, be cured within such period, the holder shall have the right to diligently continue to cure the default.

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

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

ARTICLE VI
DEFAULT, REMEDIES; INDEMNIFICATION

Section 6.01 **Default.**

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

Section 6.02 **Remedies.**

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

Section 6.03 **Limitation of Liability; Indemnification.**

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

(b) Redeveloper shall indemnify, defend (at the CRA's and/or the City's option) and hold harmless the CRA, the City, their respective employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings and reasonable attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or willful misconduct of Redeveloper, its employees, agents, officers, contractors or subcontractors, or

Redeveloper's performance or failure to perform under the terms and conditions of this Redevelopment Agreement. Such indemnification, hold harmless and defense obligation shall exclude only such liability actions as arise directly out of the sole negligence or willful misconduct of the CRA or the City. The indemnification and defense obligations set forth herein shall survive the termination of this Redevelopment Agreement.

ARTICLE VII MISCELLANEOUS

Section 7.01 Memorandum.

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

Section 7.02 Governing Law.

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

Section 7.03 Binding Effect; Amendment.

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

Section 7.04 No Agency or Partnership.

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

Section 7.05 Document Retention.

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

to, any cost-benefit analysis conducted pursuant to Section 18-2113 of the Act and any invoice, receipt, claim, or contract received or generated by Redeveloper that provides support for receipts or payments associated with the division of taxes.

Section 7.06 Notice to Redeveloper.

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

Peery Housing, LLC
Attn: Mark Peery
2000 Rainbow Ave.
Seward, NE 68434

[SIGNATURE PAGE TO FOLLOW]

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

CRA:
COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
SEWARD, NEBRASKA

ATTEST:

By: _____
Greg Butcher, Secretary

By: _____
Timothy Moll, Chairman

REDEVELOPER:
PEERY HOUSING, LLC, a Nebraska
limited liability company

By: _____
Mark Peery, Manager

**EXHIBIT “A”
DESCRIPTION OF PROJECT**

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

The South Half of Lot 8 and Lot 9, Block 88, Harris Moffit and Roberts Addition, Seward, Seward County, Nebraska.

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

- (a) **Private Improvements.** The construction of an approximately 3,500 square foot residential building on the Project Site with four (4) dwelling units, together with all related improvements.

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

**EXHIBIT “B”
TIF INDEBTEDNESS**

1. Projected Base Value: \$20,479
2. Projected Minimum Final Value: \$502,000
3. Projected Incremental Valuation: \$481,521
4. Assumed Tax Levy: 1.443097
5. Anticipated Tax Increment: \$6,949 annually
6. Assumed Interest Rate: 0%
7. TIF Indebtedness:
 - a. **Principal Amount.** The principal amount of the TIF Indebtedness shall be equal to or less than \$104,200, which is the maximum amount, together with interest accruing thereon, which can be amortized by the Maturity Date, solely from the Tax Increment Revenues based upon the Anticipated Tax Increment.
 - b. **Payments.** Semi-annually commencing when real estate taxes are fully collected for the tax year of the Effective Date. The CRA shall utilize all Tax Increment received from the Project to pay debt service on the TIF Indebtedness until the TIF Indebtedness is fully repaid. Provided, however, the CRA does not warrant, represent, or guaranty that the Tax Increment will be sufficient to repay the entire amount of the TIF Indebtedness. The CRA has no obligation to make any payments other than the actual Tax Increment received from the Project.
 - c. **Maturity Date.** On or before December 31, 2042.
 - d. **TIF Period.** The period for the division of taxes for this Project shall be fifteen (15) years, commencing on the Effective Date. Assuming the Effective Date is January 1, 2027 (2027 taxes paid in 2028), the TIF Period will terminate on December 31, 2041 (2041 taxes due on December 31, 2041 but paid in 2042). Payment of ad valorem taxes in arrears pursuant to customary payments in Nebraska shall not affect the fifteen (15) year TIF period.

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

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

1. TIF SOURCES:

Assumptions:

Tax Levy	1.443097
Interest Rate	0.0%
Number of Years	15

Property Valuation:

	Assessed Val.	Est. Taxes
Pre-Project	\$20,479	\$296
Completed Project	\$502,000	\$7,244
Difference	\$481,521	\$6,949

TIF Calculations:

Annual TIF Amount	\$6,949
Total TIF	\$104,200
TIF Indebtedness (Present Value)	\$104,200
less 3% Admin Fee	(\$3,126)
Approx. Cost of Issuance (actual cost TBD)	(\$7,500)
TIF Available to Redeveloper	\$93,574

2. TIF USES:

Demolition	\$45,000
Site preparation/grading	\$16,800
Arch., Eng., Legal fees	\$8,000
Energy Efficiency Enhancements	\$31,000
Landscaping Enhancements	\$12,500
Façade Enhancements	\$10,000
Cost of Issuance	\$7,500
3% Amin. Fee	\$3,126
Total Eligible Expenses	\$133,926

**EXHIBIT “D”
REDEVELOPMENT AGREEMENT
MEMORANDUM**

[On the following page]

After recording please return to:

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

**MEMORANDUM OF REDEVELOPMENT AGREEMENT
(Peery Housing Redevelopment Project)**

This Memorandum of Redevelopment Agreement (“Memorandum”) is made this ___ day of _____, 202_ by and between the Community Redevelopment Authority of the City of Seward, Nebraska (“CRA”) and Peery Housing, LLC, a Nebraska limited liability company (“Redeveloper”).

1. **Redevelopment Agreement.** CRA and Redeveloper have entered into that certain Redevelopment Agreement dated effective as of December 16, 2025, describing the public improvements and the private improvements being made to real property owned by Redeveloper and legally described as:

The South Half of Lot 8 and Lot 9, Block 88, Harris Moffit and Roberts Addition, Seward, Seward County, Nebraska (the “Project Site”).

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

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

[SIGNATURE PAGE TO FOLLOW]

CRA:

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
SEWARD, NEBRASKA

ATTEST:

By: _____
Greg Butcher, Secretary

By: _____
Timothy Moll, Chairman

STATE OF NEBRASKA)
) ss.
COUNTY OF SEWARD)

The foregoing instrument was acknowledged before me this ___ day of _____, 202_, by Timothy Moll and Greg Butcher, Chairman and Secretary respectively of the Community Redevelopment Authority of the City of Seward, Nebraska, a public body corporate and politic, on behalf of the Authority.

Notary Public

REDEVELOPER:

PEERY HOUSING, LLC, a Nebraska
limited liability company

By: _____
Mark Peery, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF SEWARD)

The foregoing instrument was acknowledged before me this ___ day of _____, 202_, by Mark Peery, Manager of Peery Housing, LLC, on behalf of the company.

Notary Public

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

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

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

REDEVELOPMENT REVENUE NOTE
(PEERY HOUSING REDEVELOPMENT PROJECT)

Maturity Date	Interest Rate	Original Issuance Date
December 15, 2042	0%	

Registered Holder	Principal Amount
Peery Housing, LLC	\$104,200.00

THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF SEWARD, NEBRASKA (the “Issuer”), a body politic and corporate organized and existing under the laws of the State of Nebraska, for value received hereby promises to pay, solely from the source and as hereinafter provided, to the Registered Holder identified above, or registered assigns, the Principal Amount identified above at the office of the City Treasurer, as Paying Agent and Registrar, and in like manner to pay solely from said source interest on said principal sum at the Interest Rate identified above from the Accrual Commencement Date (as defined herein) or from the most recent date to which interest has not been paid. Principal and accrued interest shall be payable in thirty (30) semi-annual installments due June 15, 2028, December 15, 2028, and each June 15 and December 15 thereafter through December 15, 2042, when all principal and accrued interest shall be due and payable. Except with respect to interest not punctually paid, the principal and interest on this Note will be paid by check or draft mailed to the Registered Holder in whose name this Note is registered at the close of business on the fifteenth calendar day next preceding the applicable maturity date at his address as it appears on such note registration books. The principal and interest of this Note is payable in any coin or currency of the United States of America which on the

respective dates of payment is legal tender for the payment of public and private debts. No interest shall accrue until the later of: (1) the date the taxes are due for the year of the Effective Date identified in the Redevelopment Agreement (which is December 31st of the year of the Effective Date); or (2) the date that the Redeveloper has submitted and the CDA has accepted the Cost Certification for the eligible costs for the Project (the "Accrual Commencement Date").

This Note is designated the Community Redevelopment Authority of the City of Seward, Nebraska Redevelopment Revenue Note (Peery Housing Redevelopment Project), aggregating One Hundred Four Thousand Two Hundred and No/100 Dollars (\$104,200.00) ("Note") in principal amount which has been issued pursuant to the Section 12 of Article VIII of the Nebraska Constitution and NEB. REV. STAT. §§ 18-2101 through 18-2158, as amended and supplemented (the "Act") and under and pursuant to the terms of that certain Redevelopment Agreement between the Issuer and Peery Housing, LLC, a Nebraska limited liability company, for the Peery Housing Redevelopment Project (the "Redevelopment Agreement"), to aid in the financing of a redevelopment project pursuant to the Act. This Note does not represent a debt or pledge of the faith or credit of the Issuer or grant to the Registered Holder of this Note any right to have the Issuer levy any taxes or appropriate any funds for the payment of the principal hereof or the interest hereon nor is this Note a general obligation of the Issuer, or the individual officials, officers or agents thereof. This Note is payable solely and only out of the Tax Increment generated by the Project defined in the Redevelopment Agreement (the "Project"). All such revenue has been duly pledged for the purpose of paying this Note.

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

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

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

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

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

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

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

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

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

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
SEWARD, NEBRASKA

ATTEST:

By: _____
Greg Butcher, Secretary

By: _____
Timothy Moll, Chairman

CERTIFICATE OF AUTHENTICATION

City Treasurer, City of Seward as
Paying Agent and Registrar

By: _____
Authorized Signatory

EXHIBIT "F"
FORM OF CERTIFICATE OF COMPLETION
(Peery Housing Redevelopment Project)

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

The South Half of Lot 8 and Lot 9, Block 88, Harris Moffit and Roberts Addition, Seward, Seward County, Nebraska.

that the Private Improvements and Public Improvements required to be constructed by Redeveloper upon the above-described property have been satisfactorily completed in accordance with the requirements of the Redevelopment Agreement dated effective as of December 16, 2025.

REDEVELOPER:

Peery Housing, LLC, a Nebraska
limited liability company

By: _____
Mark Peery, Manager

CRA:

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
SEWARD, NEBRASKA

ATTEST:

By: _____
Greg Butcher, Secretary

By: _____
Timothy Moll, Chairman

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

Date: _____

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

REDEVELOPMENT ELIGIBLE COSTS

Certified and Requested

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

***Principal Amount of TIF Indebtedness shall not exceed \$104,200**

Peery Housing, LLC, a Nebraska
limited liability company

By: _____
Mark Peery, Manager

COPIES OF PROOF OF PAYMENT ARE ATTACHED HERETO.

Approved the by Chairman of the CRA:

Timothy Moll, Chairman

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

CITY OF SEWARD, NEBRASKA

RESOLUTION NO. 2025-38

(Amendment to Redevelopment Plan–Peery Housing Redevelopment Project)

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

RECITALS

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

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

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

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

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

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

G. On December 16, 2025, the City Council held a public hearing relating to the question of whether the Redevelopment Plan Amendment should be adopted and approved by the City. All interested parties were afforded at such public hearing a reasonable opportunity to express their views respecting the submitted question.

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

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

NOW THEREFORE, it is found by the City Council of the City of Seward, Nebraska, in accordance with the Community Development Law, Neb. Rev. Stat. §§ 18-2101 through 18-2158 (the “Act”), as follows:

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

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

Dated this 16th day of December, 2025.

CITY OF SEWARD, NEBRASKA

By: _____
Mayor

ATTEST: _____
City Clerk

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

CITY OF SEWARD, NEBRASKA

RESOLUTION # 2025-39

(Redevelopment Agreement – Peery Housing Redevelopment Project)

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

RECITALS

A. Pursuant to the Nebraska Community Development Law, Neb. Rev. Stat. §§ 18-2101 through 18-2158, as amended (the “Act”), the City of Seward, Nebraska (“City”), has adopted a redevelopment plan (“Redevelopment Plan”) for certain portions of the City. A copy of the Redevelopment Plan is on file with the City Clerk for inspection.

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

C. On December 10, 2025, the CRA approved the Redevelopment Agreement for the Project.

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

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

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

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

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

Dated this 16th day of December, 2025.

CITY OF SEWARD, NEBRASKA

By: _____
Mayor

ATTEST: _____
City Clerk

3. Public Hearing - 7:00 PM - Consideration of an Ordinance Re-Zoning Property Identified as 235 River Street from 'R4 - Urban Residential Multifamily District (High Density)' to 'I1 - Limited Industrial District' - Building/Zoning & Code Enf. Director Dworak

ORDINANCE NO. 2025-32

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SEWARD, NEBRASKA; TO REZONE CERTAIN PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF SEWARD, NEBRASKA NOW ZONED R-4 URBAN RESIDENTIAL MULTIFAMILY DISTRICT (HIGH DENSITY), TO I-1 LIMITED INDUSTRIAL DISTRICT; SPECIFICALLY, TRACTS OF LAND WEST OF 2ND STREET AND SOUTH OF RIVER STREET; TO DESCRIBE THE PROPERTY REZONED; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

Section 1. PROPERTY REZONED. The following described property located within the corporate limits of the City of Seward, Nebraska is hereby rezoned from "R-4 Urban Residential Multifamily District (High Density), to I-1 Limited Industrial District" to wit:

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH P.M., SEWARD COUNTY, NEBRASKA MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTH LINE OF RIVER STREET ON THE EAST LINE OF TAX LOT 94; THENCE SOUTHERLY ALONG SAID EAST LINE A DISTANCE OF 267.9 FEET TO THE SOUTH LINE OF SAID TAX LOT; THENCE NORTHWESTERLY ALONG SAID SOUTH LINE A DISTANCE OF 87.9 FEET TO A POINT 80 FEET WEST OF THE EAST LINE OF SAID TAX LOT; THENCE NORTHERLY AND PARALLEL TO SAID EAST LINE A DISTANCE OF 233.6 FEET TO THE SOUTH LINE OF RIVER STREET; THENCE EASTERLY ALONG SAID SOUTH LINE A DISTANCE OF 80 FEET TO THE POINT OF BEGINNING.

Section 2. USES PERMITTED . Uses permitted by the ordinances of the City of Seward, Nebraska for "I-1 Limited Industrial District" are hereby and herein authorized for said area and land described in Section 1 of this ordinance.

Section 3. ZONING MAP AMENDED. The official map of the City of Seward, Nebraska is amended and it is ordered that the above described land shall now be shown as "I-1 Limited Industrial District."

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

Passed and approved this _____ day of _____, 2025.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

ATTEST:

Derek Bargmann, City Clerk

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

Staff Report

Tim Dworak, Building/Zoning &
Code Enforcement Director

402-643-2928 opt 3 opt 1

APPLICATION TYPE

FINAL ACTION?

DEVELOPER/OWNER

Rezone

Austin Weber

PC HEARING DATE

RELATED APPLICATIONS

PROPERTY ADDRESS, ZONING DISTRICT/USE

December 8, 2025

235 River St, R-4, Urban Residential Multifamily
District (High Density)

ADJACENT ZONING DISTRICTS/USE:

North, R-4, Residential – Troy & Barbara Osborne

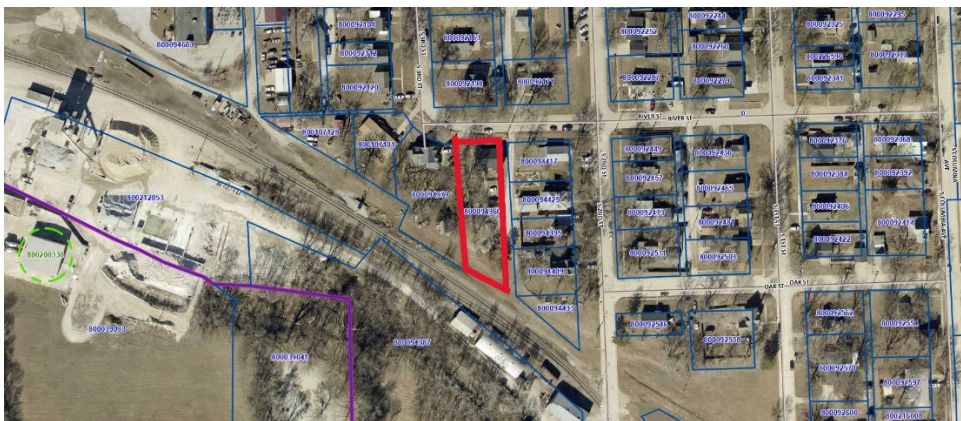
East, R-4, Residential – Joshua & Cynthia Bye, Roger & Jo Ann Rhodes, Jamie Janssen, Dee Dee Wilkinson

South, I-1, Industrial – Railroad

West, R-4, Residential – Patrick & Barb Prothman

BRIEF SUMMARY OF REQUEST:

A Rezone application to change the current zoning from R-4 Urban Residential Multifamily District (High Density) to I-1 Limited Industrial District.



APPLICATION CONTACT

Austin Weber, [REDACTED]

[REDACTED]

COMPATIBILITY WITH THE COMPREHENSIVE PLAN

Current Use type matches with the comprehensive plan. Industrial use would not meet the current comprehensive plan.

ANALYSIS

Applicant is requesting a rezone from R-4, Urban Residential Multifamily District (High Density) to I-1, Limited Industrial District. The property is currently a residential use. The property is bound by residential buildings on the west, north, and east, and industrial (railroad) to the south. The parcel does not meet all zoning requirements of I-1 zoning, the minimum lot width requires 100 ft. lot width, with the current lot width being only 80 ft.

The I-1 District accommodates several office, civic, commercial and industrial uses that serve the needs of markets ranging from office complexes to general industry. While allowed, civic and office uses are generally compatible with nearby residential areas, however, traffic and operating characteristics of other uses may have an impact on adjacent residential neighborhoods. I-1 Districts are best located in areas with access to major transportation routes and within specialized development hubs that benefit from good accessibility for moving goods and accommodating workforce.

The I-1 District does not align with the current 2018 Comp Plan.

The I-1 district site requirements, and landscaping and screening requirements are attached for review.

A public hearing notice was published, mailed to neighboring property owners, and the property was posted.

APPROXIMATE LAND AREA:

0.46 acres or 20,060 square feet +/-

LEGAL DESCRIPTION:

A Tract of land located In the Southwest Quarter of Section 21, Township 11 North, Range 3 East of the 6th P.M., Seward County, Nebraska more particularly described as follows:

Commencing at the South line of River Street on the East line of Tax Lot 94; thence Southerly along said East line a distance of 267.9 feet to the South line of said Tax Lot; thence Northwesterly along said South line a distance of 87.9 feet to a point 80 feet West of the East line of said Tax Lot; thence Northerly and parallel to said East line a distance of 233.6 feet to the South line of River Street; thence Easterly along said South line a distance of 80 feet to the point of beginning.

Prepared by

Tim Dworak

City of Seward Building - Zoning - Code Enforcement Director



Request for Amendment to the Unified Land Development Ordinance

Date: 1/16/25 Application Fee: \$200 + Notification Fee: \$100 + Filing Fee: _____ = Amount Due: \$300

Applicant: Austin Weber Address: 2535 McKelvie Rd, Unit 20, Seward

Phone: [REDACTED] Email: [REDACTED]

I wish to Build Alter Buildings/
Structures Change the Use of Land or Structures Premise
Address: 235 River St

Legal Description: See attached document

The following change in the Unified Land Development ordinance is hereby requested:

Change in zoning of the subject property from its present classification: residential
To the following proposed zoning classification: industrial-1A

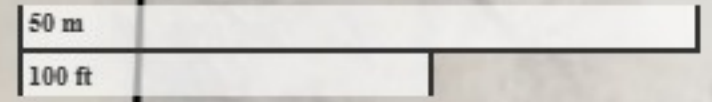
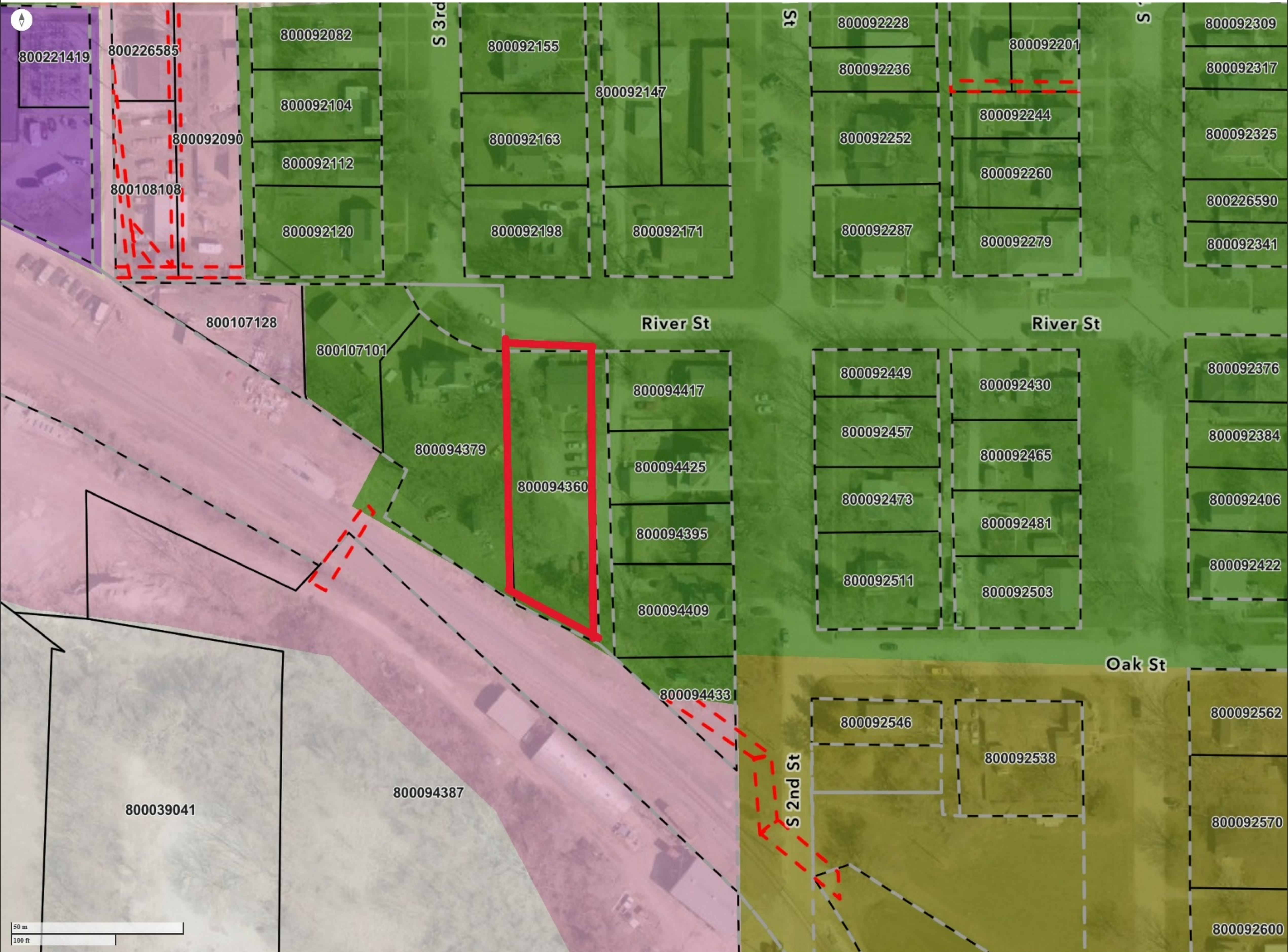
Amend the text or district regulations as follows: NA

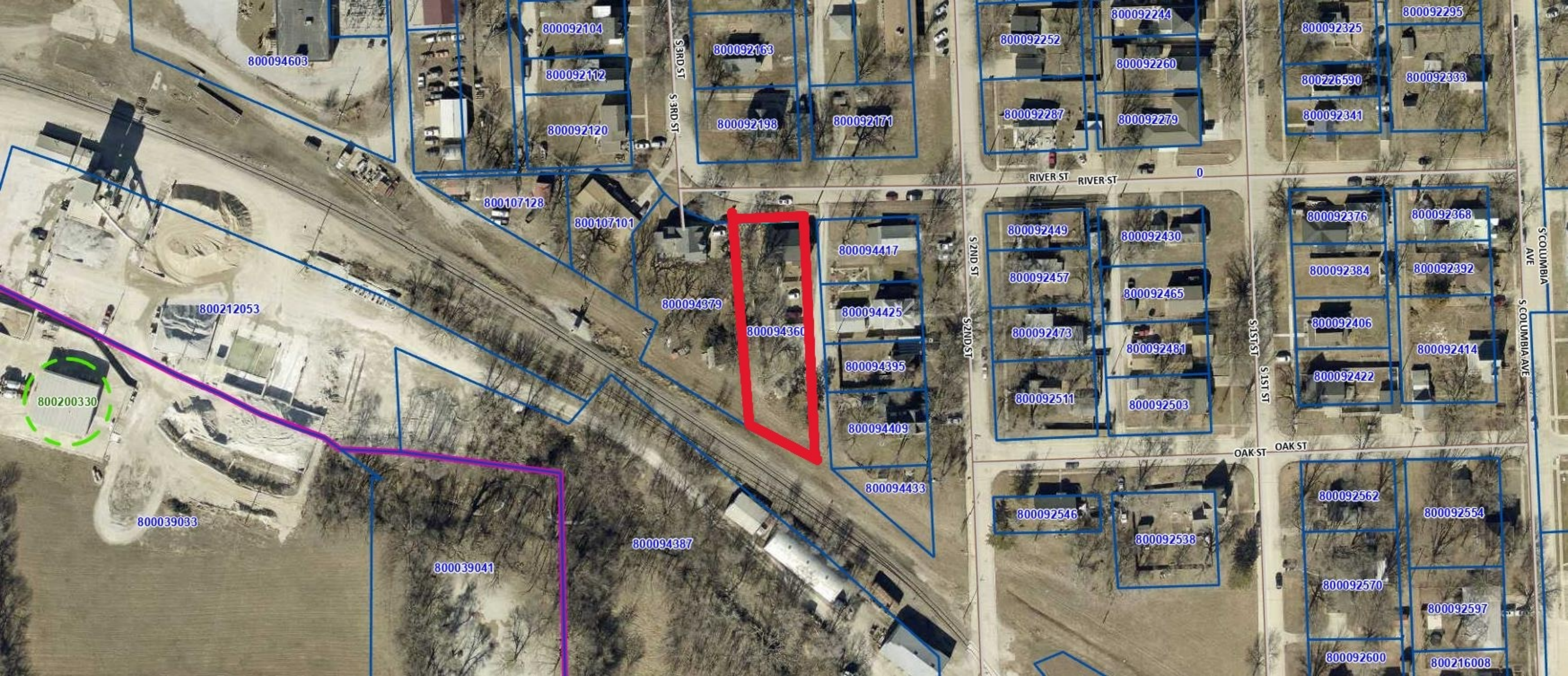
To permit the following improvement or use:
Operation of Salon business

The applicant shall furnish a plat of the area containing the property for which a zoning change is sought and including all the lots within 300 feet of the property lines of the subject property. The plat shall show existing and proposed zoning.

I certify that the above information and that required by section _____ of the _____ Unified Land Development Ordinance, as submitted herewith, is, to the best of my knowledge, true and accurate.

Applicate Signature: ast weber





800094603

800092104

800092163

800092244

800092325

800092295

800092112

SARD ST

800092198

800092171

800092252

800092260

800226590

800092333

800092120

800092198

800092287

800092279

800092341

800107128

800107101

SARD ST

800092198

800092171

RIVER ST

RIVER ST

800092341

800092333

800212053

800094379

800094360

800094417

800092449

800092430

800092376

800092368

800200330

800094425

800092457

800092465

800092384

800092392

800094360

800094395

800092473

800092481

800092406

800092414

800094409

800092511

800092503

800092422

800092414

800094433

OAK ST

OAK ST

800092546

800092538

800092562

800092554

800039033

800094387

800039041

800092570

800092597

800092600

800216008

§ 410-17.1. Purpose.

The I-1 District is intended to reserve sites appropriate for the location of industrial uses with relatively limited environmental effects. The district is designed to provide appropriate space and regulations to encourage good-quality industrial development, while assuring that facilities are served with adequate parking and loading facilities.

§ 410-17.2. Site development regulations.

Regulator	Permitted Uses
Minimum district size (square feet)	5,000
Minimum lot area (square feet)	5,000
Minimum lot width (feet)	100
Minimum yards (feet)	
Front yard (Note 1)	25
Side yard	0
Street side yard	25
Rear yard	0
Maximum height (feet)	60
Maximum building coverage	75%
Floor area ratio (Note 2)	1.0
Maximum amount of total parking located in street yard	100%

Note 1: Flexible Yard Setbacks in Planned Unit Development Districts.

The Planning Commission and City Council may vary required minimum setbacks in PUD Districts. Along arterials designated in the City's Comprehensive Development Plan, the Public Works Director may require a deeper front yard setback.

Note 2: Flexible Floor Area Ratios in Planned Unit Development Districts.

The Planning Commission and City Council may increase the maximum floor area ratio for a development in a PUD District.

§ 410-33.5. Bufferyard provisions.

These provisions apply when a use is established in a more intensive zoning district (District A) that is adjacent to a less intensive zoning district (District B). The owner, developer, or operator of the use within District A shall install and maintain a landscaped bufferyard on his/her lot or site, as set forth in this section. Bufferyard requirements apply only to those districts indicated in Table 33B. Bufferyards are not required of single-family, two-family, duplex, or townhouse use types in the more intensive zoning district.

Table 33B Bufferyard Requirements (feet)			
District A (More Intensive District) (Note 3)	District B (Less Intensive Adjacent District)		
	AG, RR (Note 1)	R-1, R-2, R-3 (Note 1)	R-4 (Note 1)
R-4	20	20	—
UC	15 (Note 2)	15 (Note 2)	15 (Note 2)
CBD	—	—	—
C-1	15	20	20
C-2, BP	25	25	20
I-1	40	40	30
I-2	100	100	100

Notes:

Note 1: Applies only to residential uses or preliminary plats previously established in the zoning district.

Note 2: Buffering requirement applies to adjacencies between commercial and office use types and preexisting residential land uses in adjacent districts. Buffering requirement also applies to a commercial or office use type established in a UC District and adjacent to a preexisting residential use in the UC District. Vertical screening may also be required as set forth in Article 33.

Note 3: Buffer requirements do not apply to single-family, duplex, or townhouse residential uses established in District A.

- A. The bufferyard dimensions set forth in Table 33B apply to zoning districts which share a common lot line or are adjacent but separated by an intervening alley.
- B. When a street separates adjacent zoning districts requiring a bufferyard, the size of the

bufferyard shall be one-half the required bufferyard set forth in Table 33B.

- C. Each required bufferyard must be entirely landscaped and free of paved areas, accessways, storage, or other disturbances.

§ 410-33.6. Screening standards.

- A. Application. Screening is required between adjacent zoning districts indicated in Table 33B when one or more of the following conditions in the more intensive zoning district is directly visible from and faces toward the boundary of the less intensive zoning district:

- (1) Outdoor storage areas or storage tanks, unless otherwise screened.
- (2) Loading docks, refuse collection points, and other service areas.
- (3) Major machinery or areas housing a manufacturing process.
- (4) Major on-site traffic circulation areas or truck and/or trailer parking.
- (5) Sources of glare, noise, or other environmental effects.
- (6) Bailing or stockpiling of cardboard or other shipping or packaging materials.
- (7) Surface parking lots with 150 or more stalls directly adjacent to less intensive districts.

- B. Opaque barrier. A six-foot opaque barrier shall be provided which visually screens the conditions listed in Subsection A from less intensive uses as follows:

- (1) A solid wood, PVC, and/or masonry fence or wall at least six feet in height.
- (2) A landscaping screen, using evergreen or deciduous materials, capable of providing a substantially opaque, hedge-like barrier and attaining a minimum height of six feet within three years of planting.
- (3) A landscaped earth berm with a maximum slope of three to one, rising no less than six feet above the existing grade of the lot line separating the zoning districts.
- (4) Any combination of these methods that achieves a cumulative height of six feet.

- C. Effect on drainage. Screening shall not adversely affect surface water drainage.

- D. Permitted interruptions of screening. Screening may be interrupted to provide access drives to service areas or for loading purposes to buildings. Such breaks or interruptions shall not exceed 20% of the length of the required screened area.

§ 410-33.8. Parking lot landscaping and screening.

Unless otherwise noted, each unenclosed parking facility with a paved surface of 6,000 square feet or more shall comply with the following regulations:

- A. Each unenclosed parking facility shall provide a minimum landscaped buffer of 10 feet along any street property line.

- B. Each parking facility that abuts a residential district shall provide a ten-foot landscaped buffer along its common property line with the residential district.
- C. Any parking facility which abuts property in a residential district shall provide a fence, wall, landscape screen, or earth berm not less than four feet in height for the length of the common boundary. A grade change, terrace, or other site feature which blocks the sight line of headlights into a residential property may satisfy this requirement, subject to the determination of the Zoning Administrator.
- D. Each unenclosed parking facility of over 6,000 square feet within any street yard shall provide interior landscaped area equal to no less than 5% of the total paved area of the parking facility. Parking facilities within the I-1 and I-2 Districts shall be exempt from this requirement.
- E. Interior landscaping shall be credited toward the satisfaction of overall landscaping requirements set forth in this section.
- F. Landscaping or screening installed in any required landscaped area shall not obstruct the view from the off-street parking facility to any driveway approach, street, alley, or sidewalk. Landscaping shall further not obstruct any views among parking spaces and circulation ways, or visibility between vehicles and pedestrians.

4. Public Hearing - 7:00 PM - Consideration of an Ordinance Re-Zoning Property Identified as 2909 Waverly Road from 'AG - Agricultural District' to 'RR - Rural Residential District'
- Building/Zoning & Code Enf. Director Dworak

ORDINANCE NO. 2025-33

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

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

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

A TRACT OF LAND IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION SEVENTEEN (17), TOWNSHIP ELEVEN (11), NORTH, RANGE THREE (3), EAST OF THE 6TH P.M., SEWARD COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST (NE) CORNER OF SAID NORTHWEST QUARTER; THENCE WESTERLY ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER ON AN ASSUMED BEARING OF DUE WEST, A DISTANCE OF 1276.58 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING DUE WEST, A DISTANCE OF 504.20 FEET; THENCE SOUTH 03°52'00" EAST, A DISTANCE OF 389.0 FEET; THENCE NORTH 76°48'00" EAST, A DISTANCE OF 182.0 FEET; THENCE SOUTH 04°57'00" EAST, A DISTANCE OF 176.0 FEET; THENCE SOUTH 02°04'00" WEST, A DISTANCE OF 395.4 FEET; THENCE NORTH 54°20'00" EAST, A DISTANCE OF 357.14 FEET; THENCE NORTH 03°49'00" EAST, A DISTANCE OF 326.12 FEET; THENCE DUE WEST, A DISTANCE OF 12.0 FEET; THENCE DUE NORTH, A DISTANCE OF 383.57 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 7.109 ACRES, MORE OR LESS.

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

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

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

Passed and approved this _____ day of _____, 2025.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

ATTEST:

Derek Bargmann, City Clerk

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

Staff Report

Tim Dworak, Building/Zoning &
Code Enforcement Director

402-643-2928 opt 3 opt 1

APPLICATION TYPE

Rezone Application

FINAL ACTION?

DEVELOPER/OWNER

Darin Urwin

PC HEARING DATE

December 8, 2025

RELATED APPLICATIONS

PROPERTY ADDRESS, ZONING DISTRICT/USE

2909 Waverly Rd, AG, Agriculture/Residential

ADJACENT ZONING DISTRICTS/USE:

North, AG, Agriculture – Alan & Beth Schulz, Andrew & Cindy Jensen

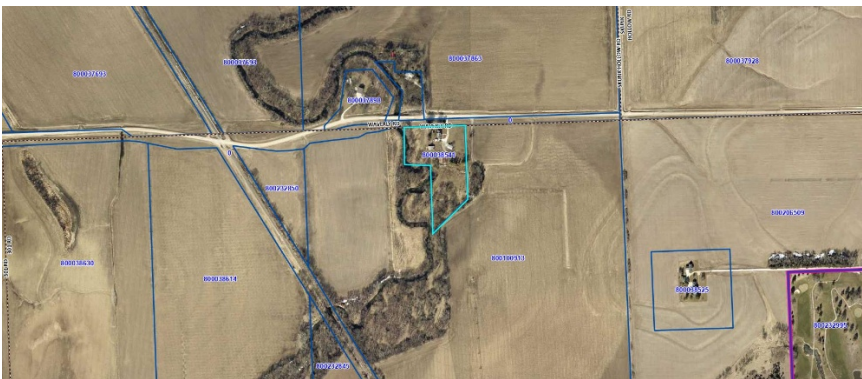
East, AG, Agriculture– Brian Schulz

South, AG, Agriculture – Brian Schulz

West, AG, Agriculture – Brian Schulz

BRIEF SUMMARY OF REQUEST:

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



COMPATIBILITY WITH THE COMPREHENSIVE PLAN

Compatible with the Comprehensive Plan.

ANALYSIS

Applicant is requesting a rezone from AG-Agricultural District to RR-Rural Residential District. An existing 6.68-acre non-conforming parcel zoned AG is being improved and needs to meet the zoning requirements for rural residential to become a conforming parcel.

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

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

APPROXIMATE LAND AREA:

7.109 acres or 309,668.04 square feet +/-

LEGAL DESCRIPTION:

A TRACT OF LAND IN THE NORTHWEST QUARTER (NW1/4) OF SECTION SEVENTEEN (17), TOWNSHIP ELEVEN (11), NORTH, RANGE THREE (3), EAST OF THE 6TH P.M., SEWARD COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST (NE) CORNER OF SAID NORTHWEST QUARTER; THENCE WESTERLY ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER ON AN ASSUMED BEARING OF DUE WEST, A DISTANCE OF 1276.58 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING DUE WEST, A DISTANCE OF 504.20 FEET; THENCE SOUTH 03°52'00" EAST, A DISTANCE OF 389.0 FEET; THENCE NORTH 76°48'00" EAST, A DISTANCE OF 182.0 FEET; THENCE SOUTH 04°57'00" EAST, A DISTANCE OF 176.0 FEET; THENCE SOUTH 02°04'00" WEST, A DISTANCE OF 395.4 FEET; THENCE NORTH 54°20'00" EAST, A DISTANCE OF 357.14 FEET; THENCE NORTH 03°49'00" EAST, A DISTANCE OF 326.12 FEET; THENCE DUE WEST, A DISTANCE OF 12.0 FEET; THENCE DUE NORTH, A DISTANCE OF 383.57 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 7.109 ACRES, MORE OR LESS.

Prepared by

Tim Dworak

City of Seward Building - Zoning - Code Enforcement Director



Request for Amendment to the Unified Land Development Ordinance

Date: 11/4/20 Application Fee: \$200 + Notification Fee: \$100 + Filing Fee: _____ = Amount Due: \$300

Applicant: Darin Urwin Address: 2909 Waverly Rd Seward NE 68434

Phone: [REDACTED] Email: [REDACTED]

I wish to Build Alter Buildings/
Structures Change the Use of Land or Structures Premise Address: _____

Legal Description: 17-11-3 MW14 East pf River

The following change in the Unified Land Development ordinance is hereby requested:

Change in zoning of the subject property from its present classification: Ag

To the following proposed zoning classification: RR

Amend the text or district regulations as follows: _____

To permit the following improvement or use: _____

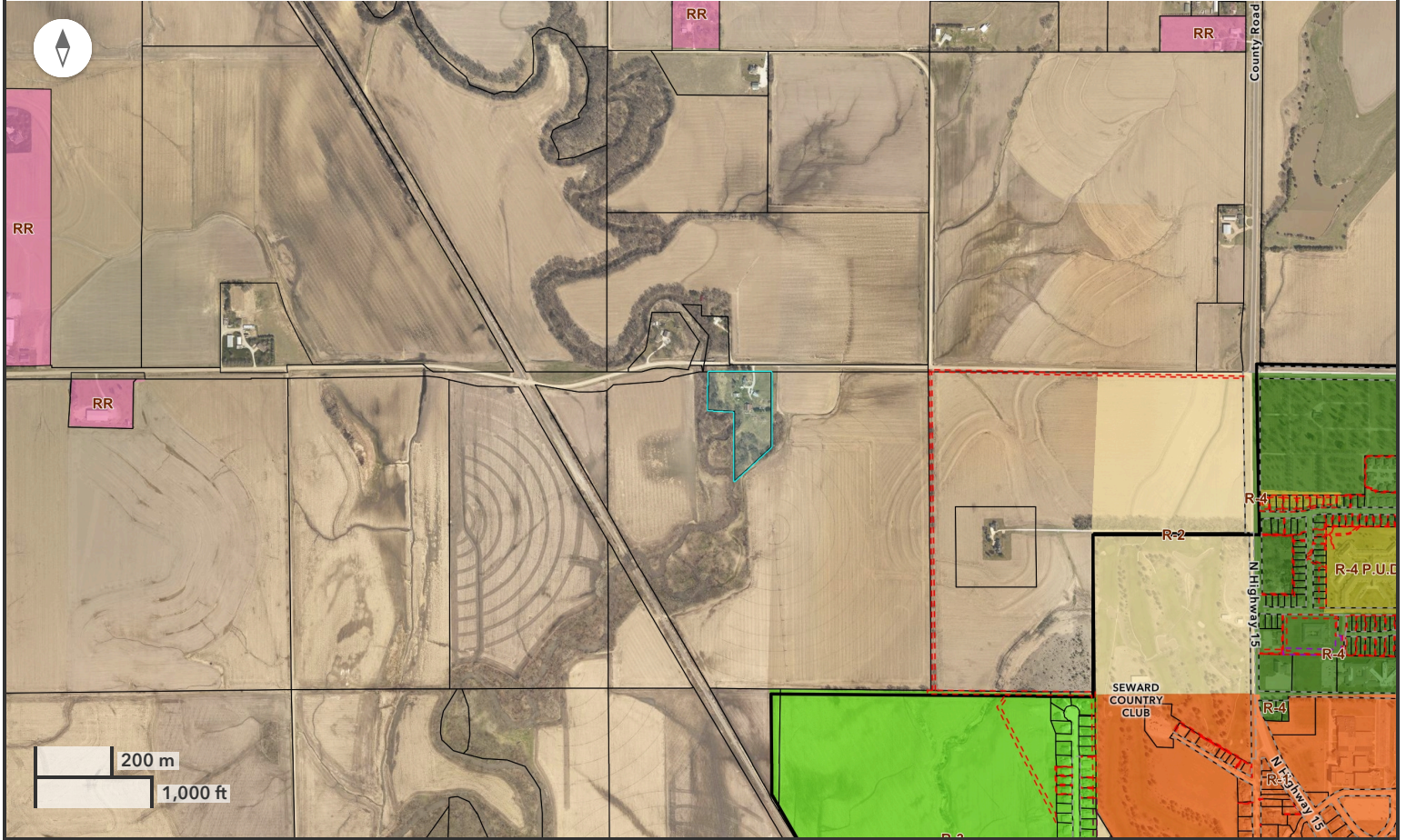
The applicant shall furnish a plat of the area containing the property for which a zoning change is sought and including all the lots within 300 feet of the property lines of the subject property. The plat shall show existing and proposed zoning.

I certify that the above information and that required by section ____ of the _____ Unified Land Development Ordinance, as submitted herewith, is, to the best of my knowledge, true and accurate.

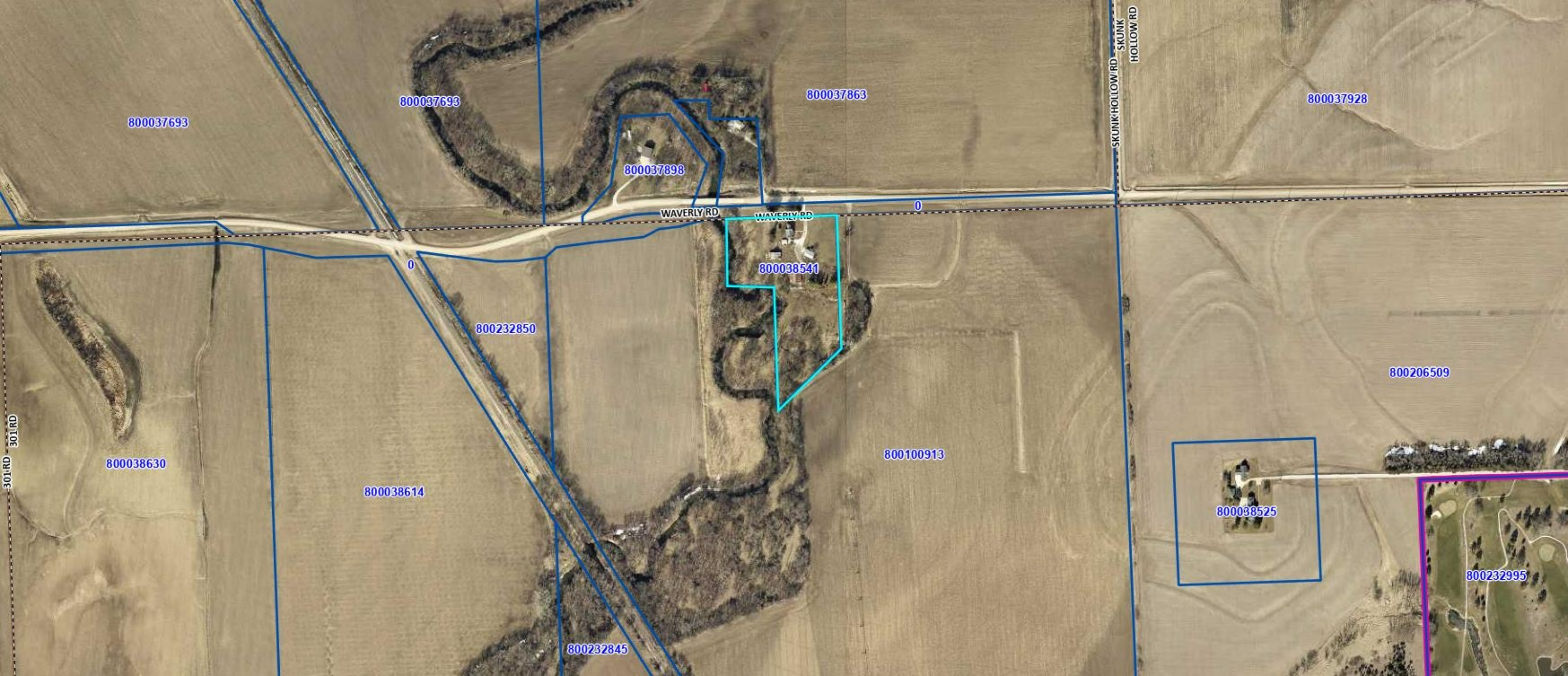
Applicate Signature: [Handwritten Signature]



Zoning Viewer



Esri Community Maps Contributors, Nebraska Game & Parks Commission, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS



800037693

800037693

800037863

800037928

800037898

WAVERLY RD

WAVERLY RD

0

0

800038541

800232850

800038630

800038614

800100913

800206509

800038525

800232995

800232845

301 RD

SKUNK HOLLOW RD

SKUNK HOLLOW RD

5. Public Hearing - 7:00 PM - Consideration of an Ordinance Re-Zoning Property Due South of 1988 State Hwy 15 (Rumery Lawn and Landscape) from 'AG - Agricultural District' to 'C2 - Highway Commercial District' - Building/Zoning & Code Enf. Director Dworak

ORDINANCE NO. 2025-34

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SEWARD, NEBRASKA; TO REZONE CERTAIN PROPERTY WITHIN THE TWO-MILE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF SEWARD, NEBRASKA NOW ZONED AG AGRICULTURAL DISTRICT, TO C-2 HIGHWAY COMMERCIAL DISTRICT; SPECIFICALLY, TRACTS OF LAND SOUTH OF IZAAK WALTON ROAD AND EAST OF 280TH ROAD; TO DESCRIBE THE PROPERTY REZONED; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

Section 1. PROPERTY REZONED. The following described property located within the Two-Mile Extra Territorial Jurisdiction of the City of Seward, Nebraska is hereby rezoned from "AG Agricultural District", to "C-2 Highway Commercial District" to wit:

THE NORTH 18.5 ACRES OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW1/4SW1/4) OF SECTION 28, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH P.M., IN SEWARD COUNTY, NEBRASKA, EXCEPTING THAT PART CONVEYED TO THE STATE OF NEBRASKA FOR HIGHWAY PURPOSES AND THE RIGHT-OF-WAY TO THE CHICAGO BURLINGTON AND QUINCY RAILROAD COMPANY AS APPEARS OF RECORD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH P.M., SEWARD COUNTY, NEBRASKA; BEING DESCRIBED AS FOLLOWS: REFERRING TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 28; THENCE S89°43'03"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 40.80 FEET TO THE EAST RIGHT OF WAY LINE OF STATE HIGHWAY 15 AS DESCRIBED IN DEED BOOK 51, PAGE 707 AND BEING THE POINT OF BEGINNING; THENCE CONTINUING S89°43'03"E ON SAID NORTH LINE, A DISTANCE OF 1063.95 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN SANTA FE RAILROAD; THENCE SOUTHEASTERLY ON SAID WESTERLY RIGHT OF WAY LINE ON A 3719.12 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 343.67 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, THE CHORD OF SAID CURVE BEARS S37°48'22"E A DISTANCE OF 343.54 FEET; THENCE S00°25'46"W ON SAID EAST LINE, A DISTANCE OF 340.33 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN INSTRUMENT NUMBER 201203002; THENCE N89°40'31"W ON THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 1277.93 FEET TO SAID EAST RIGHT OF WAY LINE; THENCE N00°37'03" ON SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 609.78 FEET TO THE POINT OF BEGINNING, CONTAINING 17.26 ACRES, MORE OR LESS.

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

Section 3. ZONING MAP AMENDED. The official map of the City of Seward, Nebraska is amended, and it is ordered that the above described land shall now be shown as "C-2 Commercial Highway District."

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

Passed and approved this _____ day of _____, 2025.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

ATTEST:

Derek Bargmann, City Clerk

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

Staff Report

Tim Dworak, Building/Zoning &
Code Enforcement Director

402-643-2928 opt 3 opt 1

<u>APPLICATION TYPE</u>	<u>FINAL ACTION?</u>	<u>DEVELOPER/OWNER</u>
Rezone		Jerry & Tracy Rumery

<u>PC HEARING DATE</u>	<u>RELATED APPLICATIONS</u>	<u>PROPERTY ADDRESS, ZONING DISTRICT/USE</u>
December 8, 2025		PID 800040392, AG, Agriculture

ADJACENT ZONING DISTRICTS/USE:

North, C-2, Commercial – Rumery Sod and Sprinkler LLC.

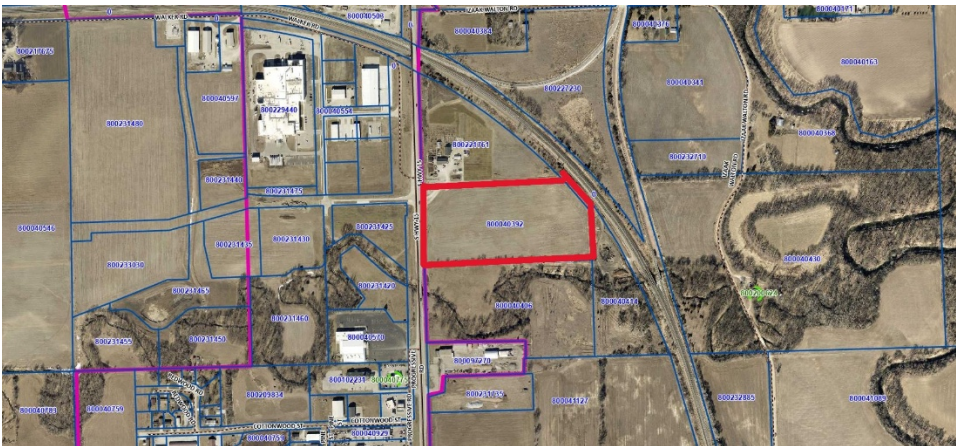
East, AG, Agriculture – City of Seward

South, AG, Agriculture – Pitsch Properties LLC

West, C-2, Commercial – City of Seward

BRIEF SUMMARY OF REQUEST:

A Rezone application to change the current zoning from AG, Agricultural District to C-2.Highway Commercial District.



APPLICATION CONTACT

Jerry Rumery, [REDACTED]

[REDACTED]

COMPATIBILITY WITH THE COMPREHENSIVE PLAN

Use type matches with the comprehensive plan.

ANALYSIS

Applicant is requesting a rezone from AG, Agricultural District to C-2 Highway Commercial District. The property is currently an agricultural use. Per the Uniform Land Development Ordinance (ULDO) for the City of Seward, any property annexed into the corporate limits shall be zoned a zoning district that most nearly describes either its present use or the use proposed by Seward's Comprehensive Development Plan (§410-4.9). The property is bound by agricultural and commercial properties. The parcel meets zoning requirements of C-2 zoning.

The C-2 District accommodates the current commercial use that Rumery Sod and Sprikler require to expand their business and facilities to serve their growing needs and gives them direction on uses for future development of the area.

The C-2 District accommodates a variety of commercial uses, some of which have significant traffic or visual effects. These districts may include commercial uses that are oriented to services, including automotive services, rather than retail activities. These uses may create conflicts with adjacent residential areas, requiring provision of adequate buffering. This district is most appropriately located along major arterial streets, along major highway corridors characterized by large-scale uses and traveler services such as Highway 15 south of Seward, or in areas that can be adequately buffered from residential districts. The district permits residential uses by conditional use permit, requiring such uses to be reviewed for compatibility with primary commercial uses in busy corridors.

The City is working toward annexing this area and is currently working on a plan to serve this area with utilities as needed for annexation.

A public hearing notice was published, mailed to neighboring property owners, and the property was posted.

APPROXIMATE LAND AREA:

17.26 acres or 751,845.6 square feet +/-

LEGAL DESCRIPTION:

THE NORTH 18.5 ACRES OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW1/4SW1/4) OF SECTION 28, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH P.M., IN SEWARD COUNTY, NEBRASKA, EXCEPTING THAT PART CONVEYED TO THE STATE OF NEBRASKA FOR HIGHWAY PURPOSES AND THE RIGHT-OF-WAY TO THE CHICAGO BURLINGTON AND QUINCY RAILROAD COMPANY AS APPEARS OF RECORD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH P.M., SEWARD COUNTY, NEBRASKA; BEING DESCRIBED AS FOLLOWS: REFERRING TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 28; THENCE S89°43'03"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 40.80 FEET TO THE EAST RIGHT OF WAY LINE OF STATE HIGHWAY 15 AS DESCRIBED IN DEED BOOK 51, PAGE 707 AND BEING THE POINT OF BEGINNING; THENCE CONTINUING S89°43'03"E ON SAID NORTH LINE, A DISTANCE OF 1063.95 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN SANTA FE RAILROAD; THENCE SOUTHEASTERLY ON SAID WESTERLY RIGHT OF WAY LINE ON A 3719.12 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF

343.67 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, THE CHORD OF SAID CURVE BEARS S37°48'22"E A DISTANCE OF 343.54 FEET; THENCE S00°25'46"W ON SAID EAST LINE, A DISTANCE OF 340.33 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN INSTRUMENT NUMBER 201203002; THENCE N89°40'31"W ON THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 1277.93 FEET TO SAID EAST RIGHT OF WAY LINE; THENCE N00°37'03" ON SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 609.78 FEET TO THE POINT OF BEGINNING, CONTAINING 17.26 ACRES, MORE OR LESS. (PID 800040392)

Prepared by

Tim Dworak

City of Seward Building - Zoning - Code Enforcement Director



PAID 10-31-08

Request for Amendment to the Unified Land Development Ordinance

Date: 10/31/08 Application Fee: \$200 + Notification Fee: \$100 + Filing Fee: _____ = Amount Due: \$300

Applicant: Jerry & Tracy Rummery Address: 1540 N 1st St. Seward, NE 68434

Phone: [Redacted] Email: [Redacted]

I wish to Build Alter Buildings/ Structures Change the Use of Land or Structures Premise Address: _____

Legal Description: 28-11-3, N/2 SW SW, S of RR, Seward County NE

The following change in the Unified Land Development ordinance is hereby requested:

Change in zoning of the subject property from its present classification: Ag To the following proposed zoning classification: C2

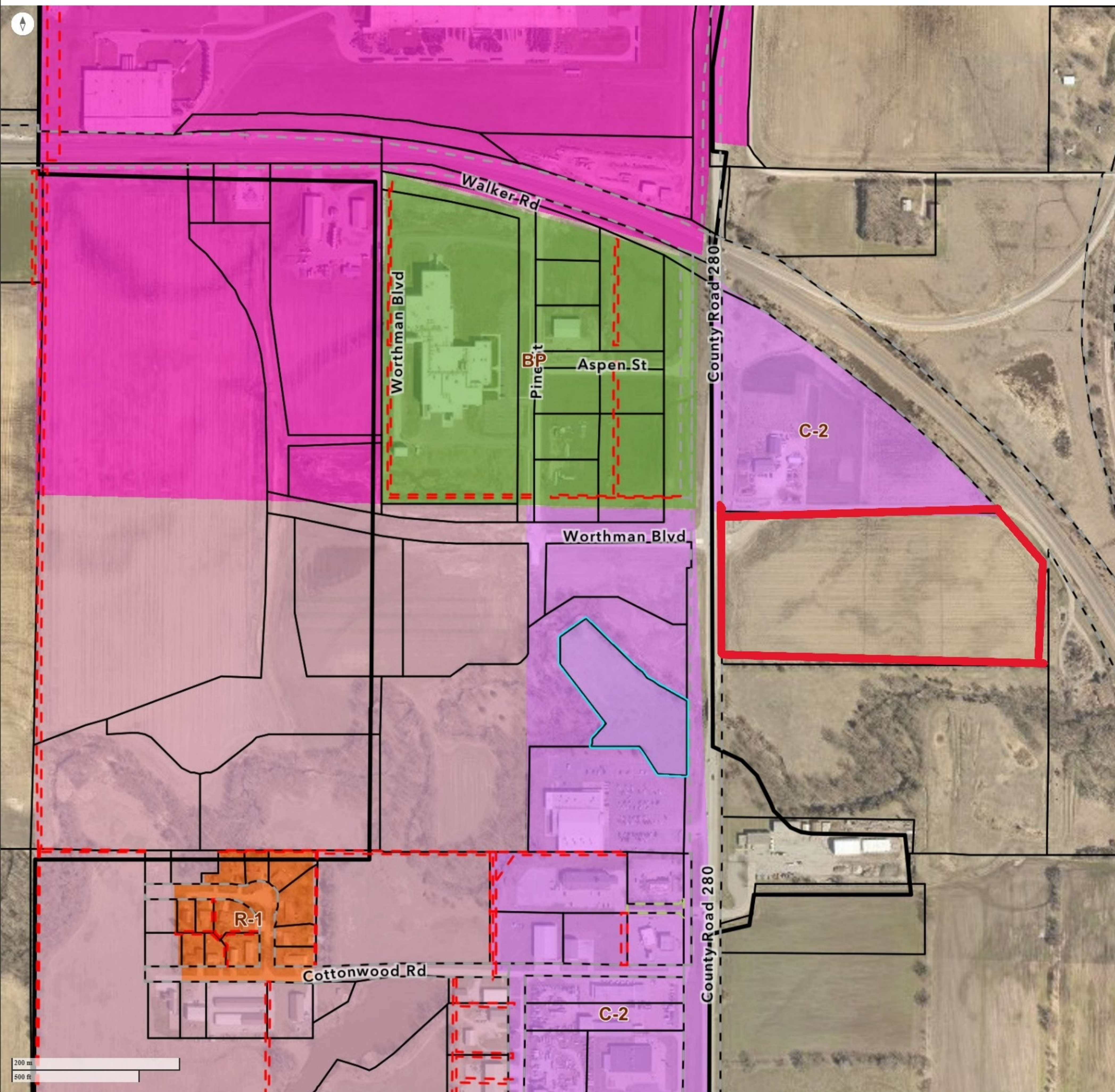
Amend the text or district regulations as follows: _____

To permit the following improvement or use: _____

The applicant shall furnish a plat of the area containing the property for which a zoning change is sought and including all the lots within 300 feet of the property lines of the subject property. The plat shall show existing and proposed zoning.

I certify that the above information and that required by section _____ of the _____ Unified Land Development Ordinance, as submitted herewith, is, to the best of my knowledge, true and accurate.

Applicate Signature: [Handwritten Signature]



800231420	
ACRES	3.63
PID	800231420
OWNERNAME	HILLCREST EVANGELICAL FREE CHURCH INC
MAILADDRESS	2433 PROGRESSIVE RD SEWARD NE 68434-7644
LEGALDESC	SEWARD SEWARD RAIL CAMPUS PUD 1ST ADDITION LOT 1
PROPADDRESS	
TOTALVALUE	0
LANDVALUE	0
IMPROVEMENTVALUE	0
OUTBUILDINGVALUE	0

6. Public Hearing - 7:00 PM - Class D Liquor License Application for Seward Petroleum LLC, dba NP Mart 34, 541 Jackson Street - City Clerk Bargmann



Nebraska Liquor Control

301 Centennial Mall
South - 1st Floor PO
Box 95046 Lincoln
NE 68508

Application Copy

File Number: 139247

LICENSE TYPE Class D Beer, Wine, Spirits Off Sale Only	APPLICATION DATE RECEIVED 2025-11-20
SECONDARY LICENSE(S) None selected	
LICENSEE LEGAL NAME Seward Petroleum LLC	LICENSEE TYPE Corporation
DOING BUSINESS AS NP Mart 34	CORPORATE NUMBER
INCORPORATION DATE 2025-10-02	
CORRESPONDENCE ADDRESS 3024 Ames Avenue Omaha, NE 68111	
MAILING ADDRESS 3024 Ames Avenue Omaha, NE 68111	
PHYSICAL ADDRESS 3024 Ames Avenue Omaha, NE 68111	
CONTACT NAME Arshad Nazir	PREFERRED CONTACT METHOD Email
CONTACT PHONE	ALTERNATE PHONE

FAX

EMAIL



CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Arshad Nazir	President		100

ADDITIONAL INFORMATION

MARITAL STATUS

Single

MANAGED BY AGENT

Yes

AGENT

Kerry Harrahill

AGENT TYPE

Individual

PREMISES TYPE

Convenience with Gas

PREMISES NAME

NP Mart 34

OPERATOR

CORPORATE LIMIT DESIGNATION

Inside

LEASE OR OWN

Lease

EXPIRATION DATE

2030-11-13

PHYSICAL ADDRESS

541 Jackson Street
Seward, NE 68434

MAILING ADDRESS

CONTACT NAME

Arshad Nazir

PREFERRED CONTACT METHOD

Email

CONTACT PHONE
(414) 916-9300

ALTERNATE PHONE

FAX

EMAIL

PREMISES MANAGER
Anne Gordon

PREMISES MANAGER EMAIL

QUESTIONS

Class D Beer, Wine, Spirits Off S

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)

Has any officer, member, owner, or manager named in this application; or their spouse, EVER been convicted of or plead guilty to any charge?

Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year (& month if known) of the conviction or plea. This question includes traffic violations other than speeding. PLEASE NOTE: NOTIFICATION IS REQUIRED TO THE LIQUOR COMMISSION IF ANY ARRESTS OR CONVICTIONS OCCUR AFTER THE SUBMISSION OF THIS APPLICATION.

No

2. What are the building dimensions: Enter length and width in feet separated by a comma (i.e. L20, W15) *Not square feet*
A simple sketch of the area to be licensed will be required to be uploaded in the Documents Section.. Include the length x width, direction of NORTH and number of floors of the building. (NO BLUEPRINTS)
3. Will a basement be used for alcoholic storage or sale?

No

4. How many floors of the building? (excluding basement) Please indicate which floors will be included in the liquor license.
one floor
5. Is premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children?
No
6. Is premises to be licensed within 300 feet of a college campus or university?
No
7. Are you acquiring any alcohol prior to obtaining this liquor license? If you are purchasing a business with a current license; this includes alcohol purchased as part of a business purchase agreement.
No
8. What date do you intend to open for business?
December 15th if possible
9. What are the anticipated hours of operation?
5:00am - 12:00am Daily
10. Are you borrowing any money from any source, including family or friends, to establish and/or operate the business?
No
11. Will any person or entity, other than the applicant, be entitled to a share of the profits of this business?
No
12. Is anyone listed on this application a law enforcement officer?
No
13. What is the primary bank and/or financial institution to be utilized by the business AND list the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.
Five Points Bank
Arshad Nazir

14 Do you have prior experience or training in selling, serving or managing alcohol sales?

Yes

Arshad owns several convenience/gas stations across Nebraska

15 Are all individuals named in this application as a part of the ownership and/or manager over 21 years of age?

Yes

16 Do you intend to allow drive through services (curb side pick up) allowed under Neb Rev. Statute 53-178.01(2)

No

17 List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. List the license holder name, location of license, and license number (if available). Also list reason for termination of license(s) previously held.

121104

106718

122216

122146

123735

123827

123317

122944

123318

124426

124721

125011

125012

125013

125098

125126

125438

125363

125436

125437

126180

126331

126346

126411

153094

153007

125012

124333

114506

18 Has the premises location been previously licensed within the last 2 years?

Yes

19 Are you applying for a Temporary Operating Permit?

No

20 Is your lease or deed for the premises to be licensed in the name of the applicant, i.e., the LLC, Corporation or Individual. If you own the property in your personal name, but are applying as a LLC or Corporation, you will need to lease the property to your LLC or Corporation.

Yes

21 If applying as a LLC or Corporation; is your LLC or Corporation active with the Nebraska Secretary of State? (Please mark yes if applying as an individual or partnership)

Yes

22 Per Nebraska Revised Statute 53-103.18 - Manager, defined: Manager means a person appointed by a corporation or limited liability company to oversee the daily operation of the business licensed in Nebraska. A manager shall meet all the requirements of the Nebraska Liquor Control Act as though he or she were the applicant, including residency.

What is the premises manager's name?

Anne Gordon

23 What is the manager's address?

3907 North 67th Avenue
Omaha, NE 68104

24 What is the manager's phone number?

(402) 210-8949

25 What county is the manager registered to vote in?

The manager must be a resident of the state of Nebraska. If the manager is not registered to vote they can complete their voter registration here - <https://www.nebraska.gov/apps-sos-voter-registration/>

Douglas

26 What is the manager's email address? An email will be sent to them to obtain their personal information.

[REDACTED]

27 Is the manager married?

Yes

William Gordon

[REDACTED]

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Privacy Act Statement	Arshad.pdf	Privacy Act Statement - Arshad
Privacy Act Statement	Nabila.pdf	Privacy Act Statement - Nabila
Lease / Deed / Purchase Agreement	Seward_Petroleum_Lease_Updated_v2.pdf	Lease
Affidavit of non-participation	Anne - Spousal Affidavit.pdf	Anne Gordon - Spousal Affidavit
Privacy Act Statement	Anne.pdf	Privacy Act Statement - Anne
Premises Description & Diagram	Diagram.pdf	Diagram
Business Plan	Business plan.pdf	Business Plan

APPLICANT

Kerry Harrahill

DECLARATION

I (We) the applicant(s) agree and consent

By checking the box next to "I (We) the applicant(s) agree and consent", the applicant(s) hereby consent(s) to an investigation of background and release present and future records of every kind and description including, but not limited to, police records, tax records, bank or lending institution records, and corporate records. I consent to the release of any documents supporting any declarations made in this application and agree to provide any documents supporting these declarations to the Nebraska Liquor Control Commission (NLCC) or the Nebraska State Patrol (NSP) immediately upon demand. I agree to provide any record needed in furtherance of any investigation related to this application immediately upon demand to the NLCC or the NSP. I waive any right or cause of action that I may have against the NLCC, the NSP, or any other individual or entity disclosing or releasing any investigatory or supporting records related to this application or the review of this application.

I acknowledge that false information submitted in this application is grounds for denial of a license. Any license issued based on the information submitted in this application is subject to additional conditions, cancellation, revocation, or suspension if the information contained herein is incomplete, inaccurate, or fraudulent. I acknowledge that any changes to the information contained in this application must be reported to the NLCC. I acknowledge the review of this application will involve a criminal record check of all owners, partners, managers, officers and stockholders or members owning 25% interest in the applying entity and their spouses. Any license granted by the NLCC is subject to the provisions of the Nebraska Liquor Control Act and the Rules & Regulations of the NLCC, and that failure to comply with these provisions and rules may subject the license to suspension, cancellations, or revocation. I acknowledge that a licensee must keep complete, accurate, and separate records and that a licensee's records and books are subject to inspection by the NLCC. NLCC auditors and law enforcement officers are authorized to enter and inspect the licensed premises at any time to determine whether any provision of the Act, rule or regulation, or ordinance has been or is being violated. I acknowledge that it is the licensee's responsibility to comply with the provisions of the Nebraska Liquor Control Act and the Commission's rules and regulations.

If I am an individual applicant, I will supervise in person the management and operation of the business and operate the business authorized by the license for myself and not as an agency for any other person or entity. If I am a corporate applicant, I will ensure that an approved manager will supervise in person the management and operation of the business. If I am a partnership applicant, I will ensure one partner supervises the management and operation of the business.

I will operate the licensed business in compliance with all applicable laws, rules and regulations, and ordinances and to cooperate fully with any authorized agent of the NLCC.

I declare under penalty of perjury that I have read the contents of this application and, to the best of my knowledge, believe all statements made in this application are true, correct, and complete.

Applicant Notification and Record Challenge: An applicant's fingerprints will be used to check the criminal history records of the FBI. The applicant may complete or challenge the accuracy of the information contained in the FBI Identification Record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in 28 CFR 16.34.

Business plan

Seward Petroleum LLC

DBA NP Mart 34

541 Jackson Street

Seward Nebraska 68434

NP Mart Group is buying the existing gas and snack store at this address and converting it into a full NP Mart 34

This site will be fully upgraded into a clean safe modern NP Mart location known for strong service and community focus across Nebraska

Acquisition and remodel

We will remodel the full interior with new shelving new coolers new counters new layout and a modern POS system with full ID scan protection for liquor and beer

The goal is to create one of the nicest updated stores in Seward

Fuel upgrades

We will update all pumps add E15 to support Nebraska farmers offer cheaper cleaner fuel and expand diesel options for local drivers and the farming community

Pricing

NP Mart stores usually offer about 10 cent savings on cash and credit and we plan to bring the same lower pricing to Seward customers

Exterior improvements

New LED lights updated canopy cleaner lot improved image and a bright safe customer environment

Community focus

NP Mart operates about 34 stores statewide and is known for clean stores strong management honest business and great customer service

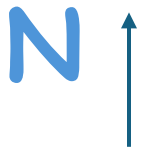
We create jobs support employees and invest in the communities we serve

Commitment

NP Mart management is committed to address all upgrades improvements pricing and service for the Seward community and make this project happen

We have a long history of proof by redeveloping underdeveloped stores and business locations all over Nebraska and we will bring the same success to Seward

24'



60'

One level

- A. Consideration of a Resolution Recommending Approval of a Class D Liquor License for Seward Petroleum, LLC

RESOLUTION NO. 2025-40

BE IT RESOLVED by the Mayor and Council of the City of Seward, Nebraska, that,

WHEREAS, Notice of Application for a Class D Liquor License for Seward Petroleum, LLC, dba NP Mart 34, 541 Jackson Street, Seward, Nebraska was published in the Seward County Independent on December 3rd and 10th, 2025; and,

WHEREAS, a public hearing was held before the Mayor and Council of the City of Seward on December 16, 2025;

WHEREAS, no written protests were filed with the City, and no oral objections were heard by the Mayor and Council,

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Seward, Nebraska, that recommendation be made to the Nebraska Liquor Control Commission that a Class D Liquor License for Seward Petroleum, LLC, dba NP Mart 34, 541 Jackson Street, Seward, Nebraska be approved.

The Mayor declared the resolution adopted.

Dated: December 16, 2025

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

ATTEST:

Derek Bargmann, City Clerk

(SEAL)

B. Consideration of a Request to Recommend Anne Gordon as Manager of Class D Liquor License for Seward Petroleum, LLC



City of Seward
Police Department
Chief Brian W. Peters

148 South 1st Street
Seward, NE 68434
Ph: 402-643-6164 Fax: 402-643-6785

December 10, 2025

Derek Bargmann
City Clerk
City of Seward, Nebraska

RE: Liquor License Application – NP Mart (541 Jackson St.)

Derek,

There are no pertinent contacts on record with the Seward Police Department regarding NP Mart Manager, Anne Gordon, nor the owner, Arshad Nazir. Therefore, we recommend issuing the liquor license.

Feel free to contact me if you have any questions.

Regards,

Brian W. Peters
Chief of Police

ADMINISTRATIVE ITEMS

1. Consideration of a Poisonous & Flammable Gases Storage Permit Fuel Tanks at Summit Contracting Shop, 1217 Izaak Walton Road - Building/Zoning & Code Enf. Director Dworak



Nebraska State Fire Marshal
 Fuels Division – FLST Section
 246 South 14th Street, Suite 1 – Lincoln, NE 68508-1804
 402-471-9465

Application for Permit to Install
 Aboveground Petroleum Storage Tanks

Today's Date: 10/2/2025

Proposed Installation Date: 12/1/2025

Owner			Installation Site		
Owner/Operator Summit Contracting			Site Name Summit Contracting Shop		
Mailing Address 123 S 9th St.			Street (or directions, if rural) 1217 Izaak Walton RD		
City Seward	State NE	Zip 68434	City Seward	State NE	Zip 68434
Telephone 402-830-0482			County Seward		Telephone # (402) 830-0482
Email Address darrend@buildsummit.com			GPS Latitude 40.8969750,		GPS Longitude -97.1119231

Installation Contractor Telephone #			
Company Name Summit Contracting		Address 123 S 9th st.	
Email Address darrend@buildsummit.com		City Seward	State NE Zip 68434

Tank Information	#001	#002	#003	#004	#005	#006
Tank Capacity (gallons)	1,000	500				
Substance To Be Stored UL, Pr, E-10, E-85, E-95, #1Diesel, #2Diesel, Dyed Diesel, SoyDiesel, E- Diesel, #1HO, #2HO, Kerosene, Other (Specify)	#2 Diesel	E-85				

- This permit application is for (check one box only): New site New tank(s) Product line only
- Is this a request for temporary usage (4 months maximum)? Yes No (There is no charge for temporary permits)
- Type of facility and intended use of tank(s) (check all that apply):
 Motor Vehicle Fueling: Fleet Fueling Retail Marketing
 Bulk Plant Heating Oil Generator Aircraft Refueling Pump Irrigation Other _____
- Mark each item that applies to the tank or tanks:
 Listed or approved for aboveground use (UL 142)
 Protected (UL 2085)
 Fire resistant (UL 2080 or SWRI 97-04)
 Field constructed (API 650)
- Type of impoundment: Impoundment by diking Containment tank system (Double Wall)
 Remote impoundment
- Tank type: Single-walled Double-walled
- Piping located: Aboveground Underground
- Piping type: Single-walled Double-walled
- Material used for product lines:
 FRP Flexible Plastic (specify brand) _____
 Steel Other (specify brand) _____

11. Will the tank be located inside a building? Yes No
12. Will dispenser utilize a card-trol or key-trol system? Yes No
13. Is facility unattended at any time (day or night)? Yes No
14. Will electrical work be performed as part of installation? Yes No
 If yes, will electrical permit be obtained? Yes No

Other comments regarding work to be performed: _____

General Site Plan Minimum requirements: site plan must show: <ul style="list-style-type: none"> · Buildings on property (be specific) · Location of dispensers · Distances from tanks to property lines/buildings/dispensers · Approximate location of tanks and piping <p style="text-align: center;">(Attach Drawings)</p>
--

Plan Review and Inspection Fee: A fee of fifty (\$50) dollars per installation for the plan review and final inspection must be submitted with this application. The application will be approved or denied within ten working days after the receipt of the permit application and fee. Payment shall be made by check or money order. Cash will not be accepted. You may also pay online at <https://sfm.nebraska.gov/fees>. There is a \$1.75 fee if you pay by eCheck and a 2.49% fee if you pay by credit card. Please select the Transaction Item: Storage Tanks - Aboveground Storage Tanks, Permit to Install.

Aboveground Storage Tank Facilities Must Comply with All State and Local Codes.

All installations shall be done in accordance with NFPA 30, NFPA 30A, and/or other applicable codes and amendments. Installation inspection requests shall be made at least 72 hours in advance of the desired installation date to facilitate the inspector's availability. Inspections will be scheduled in the order that requests are received.

APPLICATION MAY BE SUBMITTED ELECTRONICALLY VIA EMAIL. PLEASE EMAIL TO Izzy.Burd@nebraska.gov

APPLICATION SUBMITTED BY:

Darren Daum

 (NAME)

Summit Contracting

 (COMPANY NAME)

10/2/2025

 (DATE)

darrend@buildsummit.com

 (EMAIL ADDRESS)

402-830-0482

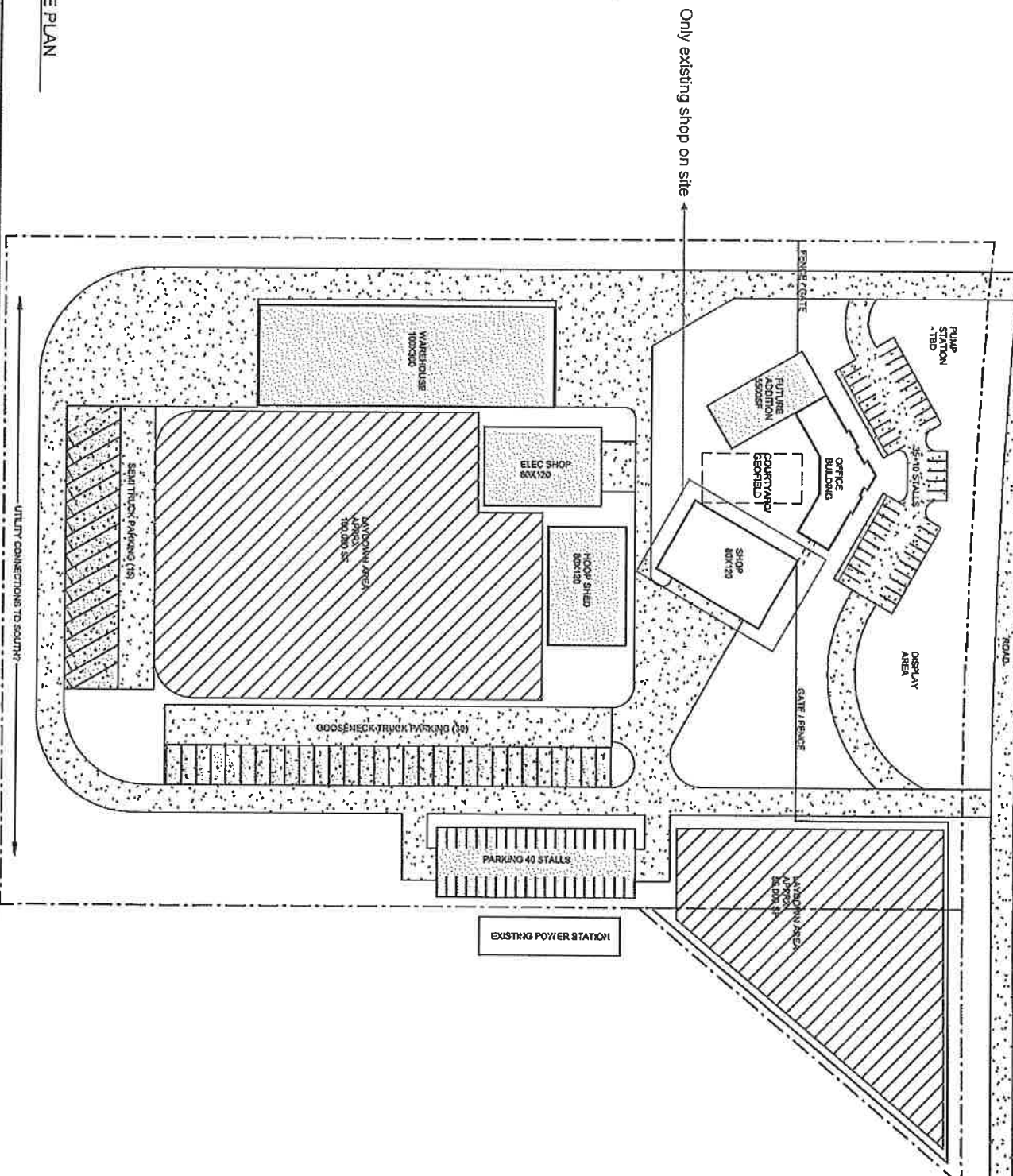
 (PHONE NUMBER)

THIS PERMIT AND ANY ADDITIONAL PAPERWORK WILL BE RETURNED VIA EMAIL, PLEASE LIST ALL EMAIL ADDRESSES TO RECEIVE THIS INFORMATION:

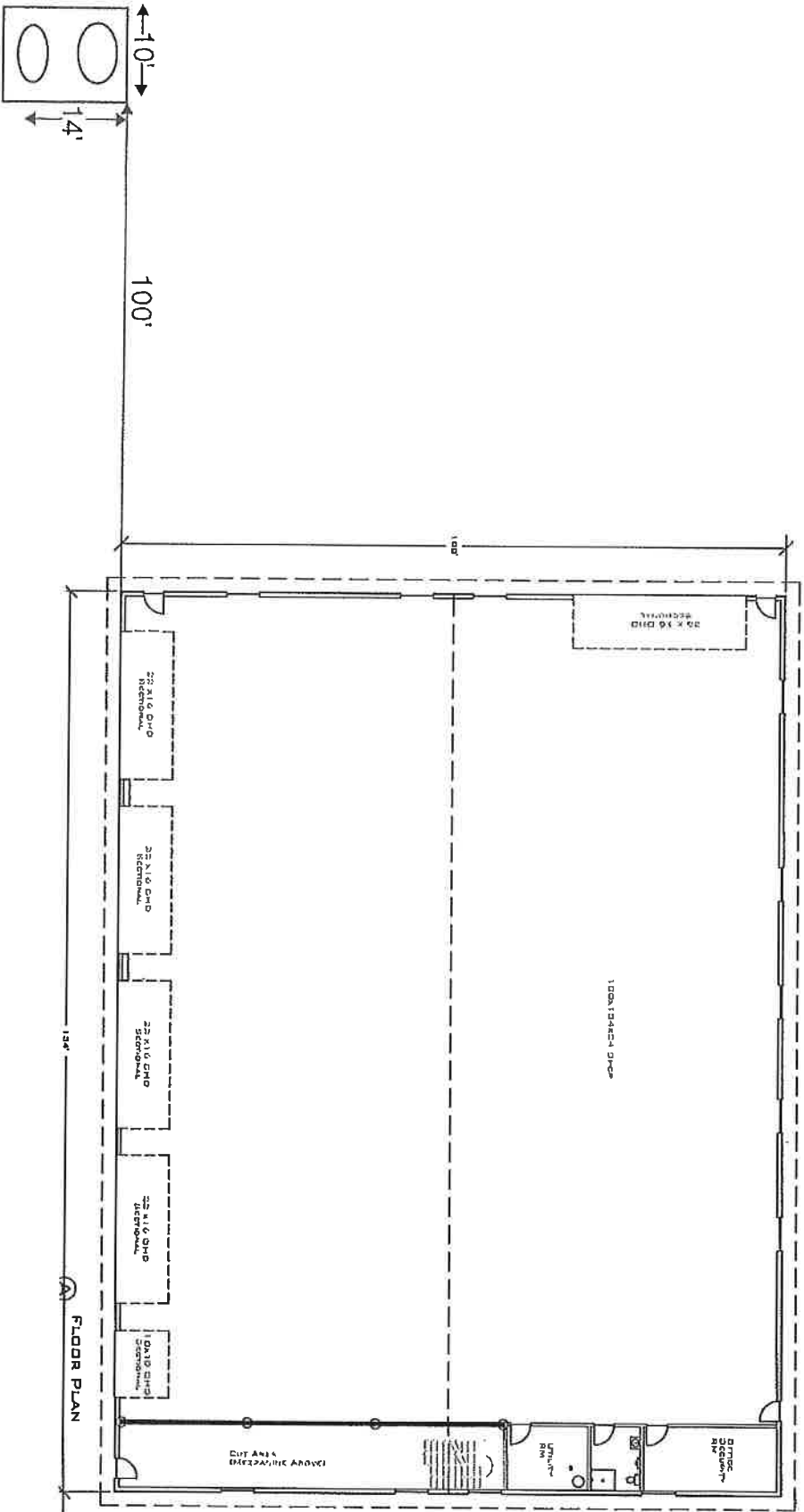
Steven@buildsummit.com

John@buildsummit.com

1 OVERALL SITE PLAN
1" = 100'-0"



Only existing shop on site



Tank Measurements:
 1000 Gal Flameshield 64" Wide X 72" Length. Skids are: 69" length X
 40" Width

500 Gal Flameshield 48" Wide X 74" Length. Skids are: 69" length
 X 32" Width

Izaak Walton RD
 →



Nebraska State Fire Marshal
Fuels Division—FLST Section
246 South 14th Street—Lincoln, NE 68508
(402) 471-9465

DATE: November 26, 2025

Number of Tanks: 2
Permit: 2025-0135

TO: Summit Contracting
123 S. 9th St.
Seward NE 68434
(402) 830-0482

Location: Summit Contracting Shop
1217 Izaak Walton RD
Seward NE 68434
(402) 830-0482

PERMIT TO INSTALL ABOVEGROUND PETROLEUM TANKS

Based on a review of your application for compliance with the Nebraska Fire Safety Regulations in the State of Nebraska, we have determined the following:

- Site drawings and permit application approved (see conditions)**
- Resubmit for approval (see remarks)**
- Temporary installation application approved (see conditions)**

CONDITIONS/REMARKS:

Installation of (2) fire-resistant UL 2080 tank or equivalent for use with fleet fueling.

#001: 1,000-Gallon Diesel
#002: 500-Gallon E-85

This permit does not include every applicable code for the installation of fuel tanks and appurtenances for the system indicated above. Installation shall comply with all applicable portions of **NFPA 30, and NFPA 30A (2012)**.

Fire-resistant tanks shall be tested and listed in accordance with UL 2080, Standard for Fire Resistant Tanks for Flammable and Combustible Liquids. Fire-resistant tanks shall also meet both of the following requirements: Fire Resistant tanks (0-12000g) shall be located at least:

- 25 feet from the nearest important building on the same property
- 25 feet from any fuel dispensing device
- 50 feet from any lot line that is or can be built upon
- 25 feet from the nearest side of a public way

NFPA 30A 4.3.2.4



At fleet vehicle motor fuel dispensing facilities, no minimum separation shall be required between the dispensing device and a tank in a vault, a protected aboveground tank, or a fire-resistant tank.

NFPA 30A 4.3.2.6

Tanks shall rest on the ground or on foundations made of concrete, masonry, piling, or steel.

NFPA 30 22.5.2.1

Tank foundations shall be designed to minimize the possibility of uneven settling of the tank and to minimize corrosion in any part of the tank resting on the foundation.

NFPA 30 22.5.2.2

Ground areas around facilities where liquids are stored, handled, or used shall be kept free of weeds, trash, or other unnecessary combustible materials.

NFPA 30 6.9.4

Unsupervised, isolated aboveground storage tanks shall be secured and shall be marked to identify the fire hazards of the tank and the tank's contents to the general public. Where necessary to protect the tank from tampering or trespassing, the area where the tank is located shall be secured.

NFPA 30 21.7.2.2

Where a tank is exposed to vehicular impact, protection shall be provided to prevent damage to the tank.

NFPA 30 22.15

Where a tank is located in an area subject to flooding, provisions shall be taken to prevent tanks, either full or empty, from floating during a rise in water level up to the established maximum flood stage. (See 21.7.3.)

NFPA 30 22.5.2.5

Aboveground tanks shall be provided with spill control that meets the requirements of 21.7.1 and Section 22.11 of NFPA 30, Flammable and Combustible Liquids Code. Tank fill connections shall be provided with a noncombustible spill containment device.

NFPA 30A 4.3.2.8

Every tank that contains a Class I, Class II, or Class IIIA liquid shall be provided with means to prevent an accidental release of liquid from endangering important facilities and adjoining property or from reaching waterways. Such means shall meet the requirements of 22.11.1, 22.11.2, 22.11.3, or 22.11.4, whichever is applicable.

NFPA 30 22.11

Where a secondary containment-type tank is used to provide spill control, the tank shall meet all of the requirements of 22.11.4.1 through 22.11.4.10.

22.11.4.1 The capacity of the listed primary tank shall not exceed the capacities given in Table 22.11.4.1.

22.11.4.2 All piping connections to the tank shall be made above the maximum liquid level.

22.11.4.3 Means shall be provided to prevent the release of liquid from the tank by siphon flow.

22.11.4.4 Means shall be provided for determining the level of liquid in the tank. This means shall be accessible to the delivery operator.

22.11.4.5 Means shall be provided to prevent overfilling by sounding an alarm when the liquid level in the tank reaches 90 percent of capacity and by automatically stopping delivery of liquid to the tank when the liquid level in the tank reaches 95 percent of capacity.

22.11.4.5.1 In no case shall these provisions restrict or interfere with the functioning of the normal vent or the emergency vent.

22.11.4.6 Spacing between adjacent tanks shall be not less than 3 ft (0.9 m).

22.11.4.7 The tank shall be capable of resisting the damage from the impact of a motor vehicle, or collision barriers shall be provided.

22.11.4.8 Where the means of secondary containment is enclosed, it shall be provided with emergency venting in accordance with Section 22.7.

22.11.4.9 Means shall be provided to establish the integrity of the secondary containment, in accordance with Chapter 21.

22.11.4.10 The secondary containment shall be designed to withstand the hydrostatic head resulting from a leak from the primary tank of the maximum amount of liquid that can be stored in the primary tank.

NFPA 30 22.11.4

Storage tanks shall be vented to prevent the development of vacuum or pressure that can distort the tank or exceed the rated design pressure of the tank when the tank is filled or emptied or because of atmospheric temperature changes. Normal vents shall be located above the maximum normal liquid level.

NFPA 30 21.4.3.1

Every aboveground storage tank shall have emergency relief venting in the form of construction or a device or devices that will relieve excessive internal pressure caused by an exposure fire.

NFPA 30 22.7.1.1

Where the means of secondary containment is enclosed, it shall be provided with emergency venting in accordance with Section 22.7.

NFPA 30 22.11.3.10

All openings shall be located above the maximum liquid level. **NFPA 30A 4.3.6.1 NFPA 30 22.11.4.2**

Each connection to an aboveground tank through which liquid can normally flow shall be provided with an internal or an external valve located as close as practical to the shell of the tank. **NFPA 30 22.13.1**

Means shall be provided for determining the liquid level in each tank, this means shall be accessible to the delivery operator. Means shall be provided to sound an audible alarm when the liquid level in the tank reaches 90 percent of capacity. **NFPA 30A, 4.3.6.2 & 4.3.6.3**

Openings for gauging on tanks storing Class I liquids shall be provided with a vapor-tight cap or cover. **NFPA 30 22.13.3**

Tank Fill Pipes. Fill pipes that enter the top of a tank shall terminate within 6 in. (150 mm) of the bottom of the tank. Fill pipes shall be installed or arranged so that vibration is minimized. **NFPA 30, 21.4.4**

Each fill pipe shall be identified by color code or other marking to identify the product for which the tank is used. The color code or marking shall be maintained in legible condition throughout the life of the installation. **NFPA 30A 5.2.5**

Means shall be provided to sound an audible alarm when the liquid level in the tank reaches 90 percent of capacity. Means shall also be provided either to automatically stop the flow of liquid into the tank when the liquid level in the tank reaches 98 percent capacity or to restrict the flow of liquid into the tank to a maximum flow rate of 9.5 L/min (2.5 gpm) when the liquid in the tank reaches 95 percent capacity. These provisions shall not restrict or interfere with the operation of either the normal vent or the emergency vent. **NFPA 30A 4.3.6.3**

Means shall be provided to prevent the release of liquid by siphon flow. **NFPA 30A 4.3.6.4**

Shutoff and check valves shall be equipped with a pressure-relieving device that will relieve the pressure generated by thermal expansion back to the tank. **NFPA 30A 4.3.6.5**

Listed hose assemblies shall be used to dispense fuel. Hose length at automotive motor fuel dispensing facilities shall not exceed 5.5 m (18 ft). **NFPA 30A 12.2.4**

Fuel shall not be dispensed from the tank by either gravity flow or pressurization of the tank. **NFPA 30A 4.3.6.6**

Class I and Class II liquids shall be transferred from tanks by means of fixed pumps designed and equipped to allow control of the flow and prevent leakage or accidental discharge. **NFPA 30A, 6.3.1**

Piping systems of these materials shall be designed and built in accordance with recognized standards of design for the particular materials chosen or with approved equivalent standards or shall be listed. **NFPA 30 27.4.4.3**

Tanks shall be filled through a liquid-tight connection. **NFPA 30A 9.2.2.5**

Each connection to a piping system by which equipment such as tank cars, tank vehicles, or marine vessels discharge liquids into storage tanks shall be provided with a check valve for automatic protection against back flow if the piping arrangement is such that backflow from the system is possible. **NFPA 30 27.6.6.3**

Every aboveground storage tank shall have emergency relief venting in the form of construction or a device or devices that will relieve excessive internal pressure caused by an exposure fire. **NFPA 30 22.7.1.1**

Each commercial tank venting device shall have the following information either stamped or cast into the metal body of the device or included on a metal nameplate permanently affixed to it.

- (1) Start-to-open pressure
- (2) Pressure at which the valve reaches the fully open position
- (3) Flow capacity at the pressure indicated by 22.7.3.10(2) NFPA 30 22.7.3.70The design, fabrication, assembly, test, and inspection of the piping system shall meet the requirements of Chapter 27 of NFPA 30, Flammable and Combustible Liquids Code. **NFPA 30A 5.2.1**

Shutoff and check valves shall be equipped with a pressure-relieving device that will relieve any pressure generated by thermal expansion of the contained liquid back to the storage tank. **NFPA 30A 5.2.6**

Tanks that are not enclosed in vaults shall be enclosed with a chain link fence at least 1.8 m (6 ft) high. The fence shall be separated from the tanks by at least 3 m (10 ft) and shall have a gate that is secured against unauthorized entry. **NFPA 30A 4.3.7.1**

Exception: Tanks are not required to be enclosed with a fence if the property on which the tanks are located has a perimeter security fence.

Where tanks are at an elevation that produces a gravity head on the dispensing device, the tank outlet shall be equipped with a device, such as a normally closed solenoid valve, positioned adjacent to and downstream from the valve specified in 22.13.1 of NFPA 30, Flammable and Combustible Liquids Code, that is installed and adjusted so that liquid cannot flow by gravity from the tank if the piping or hose fails when the dispenser is not in use. **NFPA 30A 4.2.4**

On remote pressure pumping systems, each pump shall have installed, on the discharge side, a listed leak detection device that will provide an audible or visible indication if the piping and dispensing devices are not liquid-tight. **NFPA 30A 5.4.4**

Each leak-detecting device shall be checked and tested at least annually according to the manufacturer's specifications to ensure proper installation and operation. **NFPA 30A 5.5**

Vent piping shall meet the requirements of Section 27.8 of NFPA 30, Flammable and Combustible Liquids Code. **NFPA 30A 5.6.1**

Liquids shall not be dispensed by applying pressure to drums, barrels, and similar containers. Listed pumps taking suction through the top of the container or listed self-closing faucets. **NFPA 30A 6.2.2**

Fuel dispensing systems, including dispensers, hoses, nozzles, breakaway fittings, swivels, flexible connectors, dispenser emergency shutoff valves, vapor recovery systems, and pumps that are used for alcohol-blended motor fuels shall be listed or approved for the specific purpose. **NFPA 30A 6.2.3**

Dispensing devices for Class I and Class II liquids shall be listed. **NFPA 30A 6.3.2**

Where liquid is supplied to the dispensing device under pressure, a listed, rigidly anchored emergency shutoff valve incorporating a fusible link or other thermally actuated device, designed to close automatically in the event of severe impact or fire exposure, shall be installed in the supply line at the base of each individual island-type dispenser or at the inlet of each overhead dispensing device. The emergency shutoff valve shall be installed in accordance with the manufacturer's instructions. The emergency shutoff valve shall not incorporate a slip-joint feature. **NFPA 30A 6.3.9**

A control shall be provided that will permit the pump to operate only when a dispensing nozzle is removed from its bracket or normal position with respect to the dispensing device and the switch on this dispensing device is manually actuated. This control shall also stop the pump when all nozzles have been returned to their brackets or to their normal non-dispensing position. **NFPA 30A 6.3.3**

A listed emergency breakaway device designed to retain liquid on both sides of the breakaway point shall be installed on each hose dispensing Class I and II liquids. Such devices shall be installed and maintained in accordance with the manufacturer's instructions. **NFPA 30A 6.5.2**

Fuel dispensing systems shall be provided with one or more clearly identified emergency shutoff devices or electrical disconnects. Such devices or disconnects shall be installed in approved locations but not less than 6 m (20 ft) or more than 30 m (100 ft) from the fuel dispensing devices that they serve. Emergency shutoff devices or electrical disconnects shall disconnect power to all dispensing devices; to all remote pumps serving the dispensing devices; to all associated power, control, and signal circuits; and to all other electrical equipment in the hazardous (classified) locations surrounding the fuel dispensing devices. When more than one emergency shutoff device or electrical disconnect is provided, all devices shall be interconnected. Resetting from an emergency shutoff condition shall require manual intervention and the manner of resetting shall be approved by the authority having jurisdiction. *Exception:* Intrinsically safe electrical equipment need not meet this requirement. **NFPA 30A 6.7**

Electrical wiring and electrical utilization equipment shall be of a type specified by and shall be installed in accordance with **NFPA 70**, National Electrical Code. Electrical wiring and electrical utilization equipment shall be approved for the locations in which they are installed. **NFPA 30A 8.2**

Where Class I liquids are stored, handled, or dispensed, electrical wiring and electrical utilization equipment shall be designed and installed in accordance with the requirements for Class I, Division 1 or Division 2 classified locations, as set forth in 8.3.2 and in NFPA 70, National Electrical Code. **NFPA 30A 8.3.1**

Each motor fuel dispensing facility or repair garage shall be provided with fire extinguishers installed, inspected, and maintained as required by NFPA 10, Standard for Portable Fire Extinguishers. Extinguishers for outside motor fuel dispensing areas shall be provided according to the extra (high) hazard requirements for Class B hazards, except that the maximum travel distance to an 80 B:C extinguisher shall be permitted to be 30.48 m (100 ft).

NFPA 30A 9.2.5.2

Warning signs shall be conspicuously posted in the dispensing area and shall incorporate the following or equivalent wording:

WARNING It is unlawful and dangerous to dispense gasoline into unapproved containers.

No smoking. Stop motor. No filling of portable containers in or on a motor vehicle.

Place container on ground before filling. Discharge your static electricity before fueling by touching a metal surface away from the nozzle. Do not re-enter your vehicle while gasoline is pumping. If a fire starts, do not remove nozzle — back away immediately.

Do not allow individuals under licensed age to use the pump.

NFPA 30A 9.2.5.4

Operating instructions shall be conspicuously posted in the dispensing area. The instructions shall include location of emergency controls and a requirement that the user stay outside of his/her vehicle and in view of the fueling nozzle during dispensing.

9.5.3 In addition to the warning signs specified in 9.2.5.4, emergency instructions shall be conspicuously posted in the dispenser area. The instructions shall incorporate the following or equivalent wording:

Emergency Instructions In case of fire or spill:

(1) Use emergency stop button.

(2) Report accident by calling (specify local fire number). Report location.

NFPA 30A 9.5.2

Personnel responsible for the use and operation of fire protection equipment shall be trained in the use of that equipment.

NFPA 30 6.8.2

A written emergency action plan that is consistent with available equipment and personnel shall be established to respond to fires and related emergencies. This plan shall include the following:

(1) Procedures to be followed in case of fire or release of liquids or vapors, such as sounding the alarm, notifying the fire department, evacuating personnel, and controlling and extinguishing the fire

(2) Procedures and schedules for conducting drills of these procedures

(3) Appointment and training of personnel to carry out assigned duties, including review at the time of initial assignment, as responsibilities or response actions change, and whenever anticipated duties change

(4) Procedures for maintenance and operation of (a) fire protection equipment and systems, (b) drainage and containment systems, and (c) dispersion and ventilation equipment and systems

(5) Procedures for shutting down or isolating equipment to reduce, mitigate, or stop the release of liquid or vapors, including assigning personnel responsible for maintaining critical plant functions or shutdown of plant processes and safe start-up following isolation or shutdown

(6) Alternate measures for the safety of occupants

NFPA 30 6.8.1

The approval of this permit does not necessarily apply to any local requirements that may exist that would be in addition to those of the State Fire Marshal's Office. Please check with your local building and/or zoning department for additional requirements that may be necessary.

The above requirements do not necessarily assure compliance with any other requirements such as, SPILL PREVENTION, CONTROL AND COUNTERMEASURE (SPCC) regulations that may be imposed by the United States Environmental Protection Agency (USEPA) or any other regulatory agency. For more information concerning SPCC requirements contact USEPA, Region VII, in Lenexa, Kansas.

Any person who fails to comply with the provisions of this Code or who fails to carry out an order made pursuant of this Code or violates any condition attached to a permit, approval, or certificate shall be subject to the penalties established by the jurisdiction. **NFPA 1, 1.16.4**

EXPIRATION OF PERMIT TO INSTALL AST. Every plan approval issued by the State Fire Marshal shall expire by limitation and become null and void if the permit is not commenced within 180 days from the date of such plan approval. **PLAN APPROVAL WILL EXPIRE ON Monday, May 25, 2026** **Title 153, 21-003.04A4**

Contact **Deputy Mark Boldt** at **(402) 381-2056** at least 72 hours prior to installation date to schedule a time for inspections.

No part of this system may be placed into service until it has been inspected and has been issued with written approval by the Nebraska State Fire Marshal.

cc; **Deputy State Fire Marshal Mark Boldt**
Nebraska State Fire Marshal District "A"
Nebraska State Electrical Board
Installation Contractor.
Summit Contracting
123 S. 9th St. Seward NE 68434

Reviewed By: Dustin Sullivan #8746



ORIGINAL-OWNER COPY-CONTRACTOR COPY-FIRE CHIEF





Poisonous & Flammable Gases Storage Permit

Date: Site Address: Permit No:

Legal Lot: Block: Subdivision:

Applicants Name: Address:

Phone: Email:

Type of Gas:

Gallons of Gas: Diesel - 1,000

Location on Property:

Site Plan Attached

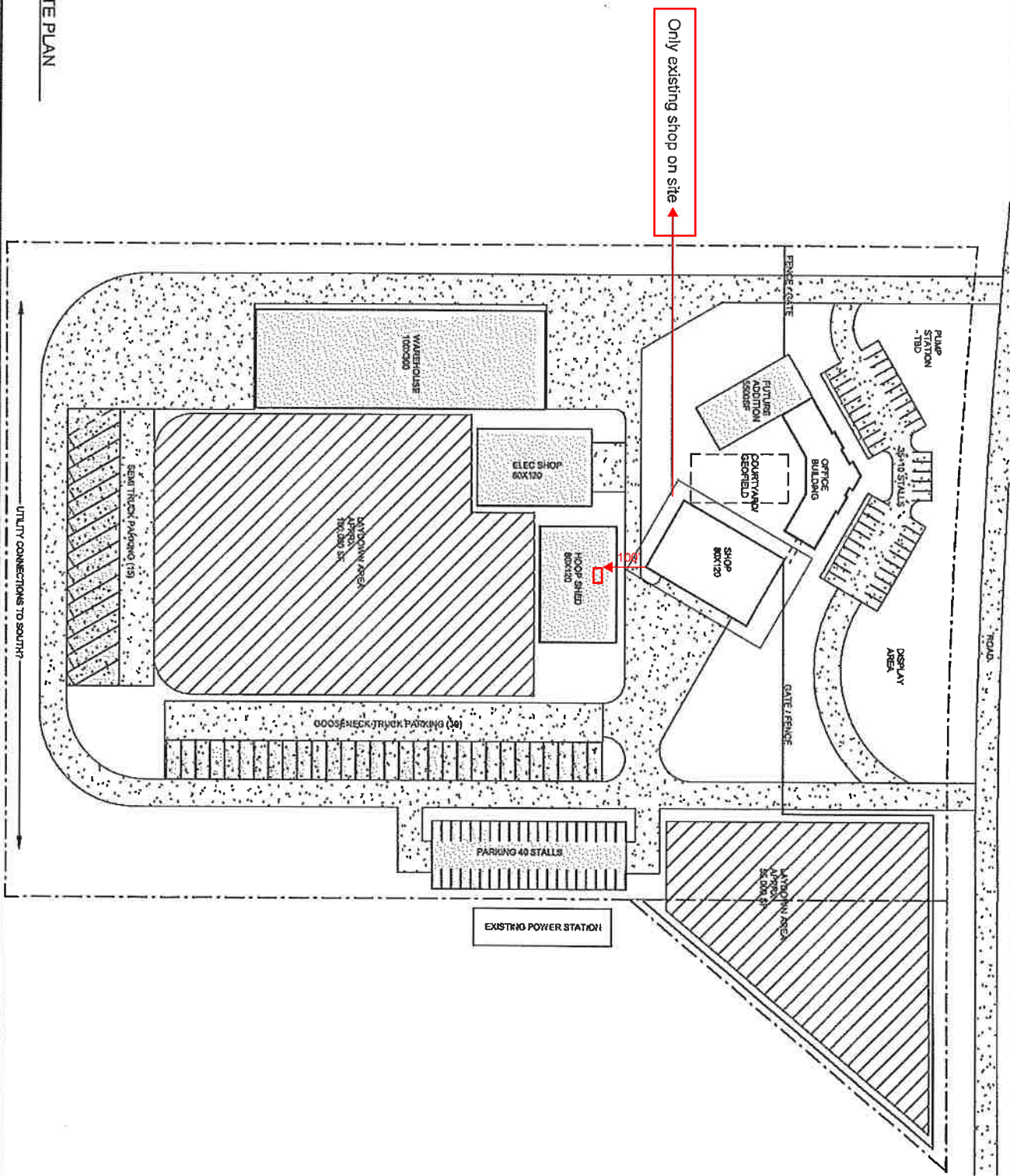
Applicant agrees to follow all rules, regulations, specifications, and ordinances of the City of Seward, Nebraska.

Applicant 

City Council Approval Date:

Per City Ordinance § 252-2.1

1 OVERALL SITE PLAN
1" = 100'-0"



SUMMIT CONTRACTING

SEWARD OFFICE
Site Layout Option 2

SD-101b
08/13/2022



Lincoln
1221 N Street, Suite 600
Lincoln, NE 68508
Phone 402-476-9100
Fax 402-476-9122
Vermillion
15 East Main, Suite 301
Vermillion, SD 57069
Phone 605-524-1081

2. Consideration of a Claim from St Gregory the Great Catholic Seminary, 800 Fletcher Road, for Property Damage in the Amount of \$10,507.08 - City Administrator Butcher



Jazmin Warner

National Property Recovery Center

Send written correspondence to:

Travelers

Attn: Jazmin Warner

P.O. Box 5076

Hartford, CT 06102-5076

Send Payments to:

Travelers Claims Hartford Prop

PO Box 660339

Dallas, TX 75266-0339

November 21, 2025

City of Seward Nebraska

Via email: info@cityofsewardne.gov

Re: Subrogation Claim

Our Insured: St. Gregory the Great Seminary

Our Claim Number: F4E5721

Date of Loss: 6/1/2025

To Whom It May Concern:

I am writing to formally submit our subrogation claim packet against City of Seward Nebraska. I am managing the subrogation claim on behalf of our insured, who experienced property damage at 800 Fletcher Road, Seward, NE 68434, on June 1, 2025. Travelers Insurance is seeking reimbursement for the damages paid.

City of Seward Nebraska is responsible for providing a reliable power supply to its customers and ensuring the correct voltage and power delivery to properties. This responsibility was breached on the referenced date of loss due to a widespread power outage. Upon restoration of power, our insured's air conditioning, thermostat, lighting, and electrical systems sustained damage. Consequently, our theory of liability is based on negligence.

Travelers Insurance has issued a payment of \$10,507.00 for the damages, which includes our insured's \$1,000.00 deductible. Enclosed, please find proof of payment, documentation supporting the damages, and photographs for your review.

Please make the check payable to: The Travelers Indemnity Company. Tax ID: 06-0566050.

In order to ensure proper processing, please include our claim number (F4E5721) on the check and remit any payment to:

Travelers Claims Hartford Property
PO Box 660339, Dallas, TX 75266-0339

Please address correspondence to:

Travelers

Attn: Jazmin Warner

PO Box 5076, Hartford CT 06102-5076

Thank you for your attention to this matter.

Sincerely,

Jazmin Warner | Recovery Claim Representative
The Travelers Indemnity Company
jbwarner@Travelers.com
Toll Free: (800) 624-6007 x 2629572442
Direct: (262)957-2442
Fax: (866)280-7367

Financials

[Expand All](#) | [Collapse All](#)

Financials

Friday, November 21, 2025

NOL Insured Information:
/ST GREGORY THE GREAT SEMINARY

Claim Number:
F4E5721

RP Sequence Number:
002

Responsible Party Information:
CITY OF SEWARD NEBRASKA
537 MAIN ST
SEWARD , NE 68434

Accident State:
SEWARD, NE

Loss Date:
06/01/2025

Summary of Loss:

Claimant Summary

Claimant Number	Name	Type	Cov Code	Deductible	Reduction	Total Subro Demand
001	/ST GREGORY THE GREAT SEMINARY	INSD	PD BLR	\$ 1,000.00	\$ 0.00	\$ 10,507.08
	001 CMT (SUBTOTAL)			\$ 0.00	\$ 0.00	\$ 10,507.08
	TOTALS (AMOUNT DUE)			\$ 0.00	\$ 0.00	\$ 10,507.08

Payment Details

Clm Nbr	PERS Auth Id	Cov Cd	Reference	Seq Nbr	Transaction Date	Amount	Payee or Sold to Name	For	Explanation
001	EMC	PD BLR	0044021158	001	10/15/2025	\$ 9,507.08	CATHOLIC RELIEF INSURANCE COMPANY OF AMERICA		

Indemnity Net Paid Amount:
\$9,507.08

Payment Details



402-643-3644

734 SEWARD ST PO BOX 425 SEWARD, NE 68434

Estimate

Date	7/29/2025
Estimate #	EST1846

Name / Address
ST GREGORY SEMINARY john-mcdonald@sngs.edu fr.brian-kane@sngs.edu 800 FLETCHER RD SEWARD, NE 68434

Ship To	(402)643-4052
ST GREGORY SEMINARY 800 FLETCHER RD SEWARD, NE 68434	
	jason-homan@sngs.edu

Rep	
-----	--

Item	Description
	Pleased to provide you this estimate to replace the air conditioning system serving priest suite #5.
XC424E2S1	2 TON LX SERIES 14.3 SEER2 A/C CONDENSING UNIT, R454B, 208-230/1/60
CTM24B5ABS1	2 TON CASD MULTI-POSITION COIL W/ R454 TXV & A2L REFRIGERANT SENSOR, 17 1/2" WIDTH
TH8321R1001	HONEYWELL VISIONPRO 8000 REDLINK THERMOSTAT
MISCMATERIAL	MISC MATERIALS
ESTLABOR	LABOR ESTIMATE
FREIGHT	SHIPPING CHARGE
PERMITCITY	CITY PERMIT

Lee's Refrigeration hereby proposes to furnish materials and labor in accordance with the above specifications.

Subtotal	\$6,742.00
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Thank you for your business.
Let us know if you have any questions.

Sales Tax (7.5%)	\$0.00
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Total	\$6,742.00
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Signature _____



402-643-3644
 PO BOX 425 SEWARD, NE 68434

Invoice

Date	Invoice #
7/28/2025	WO-3673

Bill To
ST GREGORYS SEMINARY ST GREGORY SEMINARY john-mcdonald@sggs.edu fr.brian-kane@sggs.edu SEWARD, NE 68434

Job Site
ST GREGORY SEMINARY (402)643-4052 800 FLETCHER RD SEWARD, NE 68434 jason-homan@sggs.edu

Terms	Due Date	P.O. No.	Rep
Net 30	8/27/2025		

Item	Description	Qty	Rate	U/M	Amount
	RTU #1 & #15 NOT WORKING CORRECTLY 7/25/25 TECH TAYLOR & WHITESEL IN 9:45 OUT 11:00 CHECKED RTU #1 AND #15 - #1 HAD PLUGGED AIR FILERS AND A BROKEN BELT. REPLACED AIR FILTERS ON SMALL RTU'S AND INSTALLED NEW BELT. SYSTEM IS RUNNING GOOD. #15 - DID NOT HAVE A CALL. REPLACED BATTERIES IN THERMOSTAT, IT RAN FOR A MOMENT THEN STARTED CLICKING AND LOST THE CALL. REPLACED THE THERMOSTAT. SYSTEM IS RUNNING FINE.				
68434 TRIP	68434 TRIP CHARGE	0.5	20.00	EA	10.00
RTTAYLOR	REGULAR HOUR LABOR RATE	1.25	110.00	HR	137.50
RTWHITESEL	REGULAR HOUR LABOR RATE	1.25	90.00	HR	112.50
14X25X2P	14" X 25" X 2" PLEATED AIR FILTER	12	8.02	EA	96.24
15X20X2P	15X20X2 PLEATED AIR FILTER	12	6.35	EA	76.20
TH8321R100Y	HONEYWELL VISIONPRO 8000 REDLINK THERMOSTAT	1	405.99	EA	405.99

PAID
DATE _____
CK# _____
APV _____
AMT _____

GO PAPERLESS! E-MAIL US AT hvac@leesrefrigeration.com
 All work to be completed in a neat and satisfactory manner.
 Finance charges may be applied to invoices over 30 days. Purchaser agrees to pay all cost of
 collection, including attorney fees.

Subtotal	\$838.43
Sales Tax (7.5%)	\$0.00
Total	\$838.43
Payments/Credits	\$0.00
Balance Due	\$838.43



9345 J ST
OMAHA, NE 68127-1206
www.grainger.com

ORIGINAL INVOICE

GRAINGER ACCOUNT NUMBER 853240976
INVOICE NUMBER 9604440108
INVOICE DATE 08/12/2025
DUE DATE 09/11/2025
AMOUNT DUE \$210.44

SHIP TO

ST GREGORY THE GREAT SEMINARY
800 Fletcher Rd
Seward NE 68434-8145

PO NUMBER: WEB2720073500
CALLER: JASON HOMAN
CUSTOMER PHONE: 4026434052
ORDER NUMBER: 1558083156
INCO TERMS: FOB ORIGIN

BILL TO
ST GREGORY THE GREAT SEMINARY
ENTEGRA #54637E
800 FLETCHER RD
SEWARD NE 68434-8145

Pay invoices online at:
www.grainger.com/invoicing

THANK YOU! FEI NUMBER 36-1150280
FOR QUESTIONS ABOUT THIS INVOICE OR ACCOUNT CALL **1-800-472-4643**

PO LINE #	ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1	1VN22	FLUOR BALLAST,ELECTRONIC,INSTANT,32W MANUFACTURER # ICN-4P32-N	4	24.16	96.64
2	52ZX61	LINEARLEDBULB,MEDBI-PIN(G13),T8,7W,1PK MANUFACTURER # 7T8/MAS/24-840/IF11/P/DIM 10/1 Delivery #6681400235 Date Shipped:08/12/2025 Carrier: FDX GROUND No:of Pkgs:1 Wt: 5.620 Trk #:469611737379 SHIPPED FROM: DC KANSAS CITY 002 11200 E. 210 HWY,KANSAS CITY,MO 64161-9370	10	11.38	113.80

THIS PURCHASE IS GOVERNED EXCLUSIVELY BY GRAINGER'S TERMS OF SALE, INCLUDING: (I) DISPUTE RESOLUTION REMEDIES, AND (II) CERTAIN WARRANTY AND DAMAGES LIMITATIONS AND DISCLAIMERS IN EFFECT AT THE TIME OF THE ORDER, WHICH ARE INCORPORATED BY REFERENCE HEREIN. GRAINGER'S TERMS OF SALE ARE AVAILABLE AT WWW.GRAINGER.COM PRODUCT RETURN INSTRUCTIONS ARE AVAILABLE AT WWW.GRAINGER.COM/RETURNS

INVOICE SUB TOTAL 210.44

These items are sold for domestic consumption. If exported, purchaser assumes full responsibility for export controls. Diversion contrary to US law prohibited.

PAY THIS INVOICE - PAYMENT TERMS Net 30 days after inv IN U.S. DOLLARS. **AMOUNT DUE \$210.44**

PLEASE DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT

BILL TO:
ST GREGORY THE GREAT SEMINARY
ENTEGRA #54637E
800 FLETCHER RD
SEWARD NE 68434-8145
UNITED STATES OF AMERICA

REMIT TO:
GRAINGER
DEPT. 853240976
P.O. BOX 419267
KANSAS CITY, MO 64141-6267

85324097696044401081000021044100000010000000100000025091162

X ACCOUNT NUMBER 853240976 DATE 08/12/2025 INVOICE NUMBER 9604440108 AMOUNT DUE \$210.44

FOR COMMENTS OR CHANGE OF ADDRESS, ENTER INFORMATION ON REVERSE SIDE

Control Services, Inc.
 4526 South 143rd Street
 Omaha, NE 68137
 Phone: (402) 339-4344
 Fax: (402) 339-4139



Invoice No.	47463
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Intelligent Building Environments

B I L L T O	St. Gregory the Great 800 Fletcher Road Seward, NE 68434
---	--

S I T E	St. Gregory the Great 800 Fletcher Road Seward, NE 68434
----------------------------	--

Invoice Date	Invoice No.	Customer No.	Payment Terms	Contract No.
8/12/2025	47463	STGRES	Net 30	

ORDER: WO-15024, PO:

Contacted Jason and discussed accessing the site remotely to check the issue. Remoted into the site and discovered the controller was still actively communicating but had lost its configuration. Restored the configuration into the controller. Added auto back up for local restoration. Contacted Jason and discussed the issue, considering the age of the controller the onboard battery was no longer retaining memory during power issues. There had recently been a brown out which was most likely the cause for the loss of configuration in the controller.
 DLL - complete.

TICKET NO: T-41499

Qty	Description	UNIT PRICE	EXTENDED
1	Labor - Regular Time 7/24/25	129.00	129.00*

* means item is non-taxable

TOTAL AMOUNT 129.00

THANK YOU FOR YOUR BUSINESS!!

INVOICE

Turek Electric LLC
13701 W Adams St
Lincoln, NE 68524

info@turekelectric.com
+1 (402) 366-5640
www.turekelectric.com



St. Gregory the Great Seminary:Seminary lighting (230334)

Bill to
St. Gregory the Great Seminary
800 Fletcher Rd
Seward, NE 68434

Invoice details

Invoice no.: 1220
Terms: Due on receipt
Invoice date: 08/21/2025
Due date: 09/21/2025

Description	Amount
LED flat panels x 8	\$478.08
60 LED 4-pin lamps	\$784.80
retrofit downlights	\$272.99

Total **\$1,535.87**

Ways to pay

BANK

[View and pay](#)



402-643-3644

PO BOX 425 SEWARD, NE 68434

Invoice

Date	Invoice #
8/25/2025	WO-3296

Bill To
ST GREGORYS SEMINARY ST GREGORY SEMINARY john-mcdonald@sggs.edu fr.brian-kane@sggs.edu SEWARD, NE 68434

Job Site
ST GREGORY SEMINARY (402)643-4052 800 FLETCHER RD SEWARD, NE 68434 jason-homan@sggs.edu

Terms	Due Date	P.O. No.	Rep
Net 30	9/24/2025		

Item	Description	Qty	Rate	U/M	Amount
	RTU #10 NOT WORKING GYM A/C NOT WORKING PRIEST SUITE #5 NOT COOLING 6/18/25 TECH KRAMER IN 8:30 OUT 11:15 RTU #10 COULD NOT GET CONTROL SYSTEMS BACK ON LINE. JASON WILL CALL THE CONTROLS COMPANY. RTU #14 GYM FOUND BOARD SHORTED, ORDERED NEW BOARD. ALSO NEED A NEW CONDENSER FAN MOTOR. PRIEST SUITE SPLIT SYSTEM. FOUND BAD COMPRESSOR. ***QUOTED SYSTEM REPLACEMENT. 6/19/25 TECH MCKNIGHT IN 10:30 OUT 12:15 IN 2:15 OUT 4:30 RTU#8 STAGE 2 NOT RUNNING, ERROR CODE. STAGE 1 IS COOLING.				

Subtotal
Sales Tax (7.5%)
Total
Payments/Credits
Balance Due



402-643-3644

PO BOX 425 SEWARD, NE 68434

Invoice

Date	Invoice #
8/25/2025	WO-3296

Bill To
ST GREGORYS SEMINARY ST GREGORY SEMINARY john-mcdonald@sggs.edu fr.brian-kane@sggs.edu SEWARD, NE 68434

Job Site
ST GREGORY SEMINARY (402)643-4052 800 FLETCHER RD SEWARD, NE 68434 jason-homan@sggs.edu

Terms	Due Date	P.O. No.	Rep
Net 30	9/24/2025		

Item	Description	Qty	Rate	U/M	Amount
	<p>NEED A NEW BELT. RESET AND COOLING GOOD NOW.</p> <p>RTU#7 ERROR 5 REDS, 4/2 SOLID. LOW PRESSURE SWITCH LOCK OUT. RESET AND CHECKED OPERATION, FOUND LEAK, REPAIRED, ADDED 4#12 OZ R410A. COOLING GOOD NOW. NEED A NEW BELT.</p> <p>RTU#1 CALLING FOR HEAT, MANUAL ROLL OUT TRIPPED. RESET, AC COOLING GOOD NOW.</p> <p>CHECKED ALL OTHER RTU, RUNNING GOOD.</p> <p>6/20/25 TECH MCKNIGHT IN 1:15 OUT 2:30</p> <p>INSTALLED NEW BOARD ON RTU#14, COOLING FOR NOW. STILL NEED CFM. REPLACED BELTS ON #7 & #8.</p> <p>7/1/25 TECH KRAMER IN 1:30 OUT 3:00</p>				

Subtotal
Sales Tax (7.5%)
Total
Payments/Credits
Balance Due



402-643-3644

PO BOX 425 SEWARD, NE 68434

Invoice

Date	Invoice #
8/25/2025	WO-3296

Bill To
ST GREGORYS SEMINARY ST GREGORY SEMINARY john-mcdonald@sngs.edu fr.brian-kane@sngs.edu SEWARD, NE 68434

Job Site
ST GREGORY SEMINARY (402)643-4052 800 FLETCHER RD SEWARD, NE 68434 jason-homan@sngs.edu

Terms	Due Date	P.O. No.	Rep
Net 30	9/24/2025		

Item	Description	Qty	Rate	U/M	Amount
	MET WITH INSURANCE AND REVIEWED SEVERAL UNITS. 8/22/25 TECH TAYLOR & WHITESEL IN 2:30 OUT 3:00 INSTALLED NEW CONDENSER FAN MOTOR ON RTU #14 THAT WAS BURNT UP. COOLING AND WORKING GOOD NOW.				
68434 TRIP	68434 TRIP CHARGE	1	20.00	EA	20.00
RRKRAMER	REGULAR HOUR LABOR RATE	4.25	110.00	HR	467.50
RRMCKNIGHT	REGULAR HOUR LABOR RATE	5.25	110.00	HR	577.50
RRRTAYLOR	REGULAR HOUR LABOR RATE	0.5	110.00	HR	55.00
RTWHITESEL	REGULAR HOUR LABOR RATE	0.5	90.00	HR	45.00
S1-33103005000	YKPT SIMPLICITY CONTROL BOARD	1	409.50	EA	409.50
FREIGHT	SHIPPING CHARGE	1	17.95	EA	17.95
S1-6008080	3/4 HP CONDENSER MOTOR 1110 CCW 460-1-60 S80-878	1	481.22	EA	481.22
4L510-A49	51X1/2 BELT	2	9.43	EA	18.86
R410A	R410A FREON	4.75	41.77	LB	198.41

	Subtotal	\$2,290.94
	Sales Tax (7.5%)	\$0.00
	Total	\$2,290.94
	Payments/Credits	\$0.00
	Balance Due	\$2,290.94

GO PAPERLESS! E-MAIL US AT hvac@leesrefrigeration.com
All work to be completed in a neat and satisfactory manner.
Finance charges may be applied to invoices over 30 days. Purchaser agrees to pay all cost of collection, including attorney fees.

ST. GREGORY THE GREAT SEMINARY
800 FLETCHER ROAD
SEWARD NE 68434

JON KADLEC
DEPARTMENT: 73050
DD RECEIPT: 1066829271
EMPLOYEE ID: 918538



FEIN: 91-1830348
Pay Period 08/09/2025 - 08/22/2025
Pay Date 08/29/2025

FITWH Filing Status: **S**
NE Filing Status: **S** Exemptions: **0**

Earnings	RATE	HOUR/UNIT	CURRENT	YTD HOUR/UNIT	YTD
Hourly	16.50	18.25	301.13	124.75	2,058.38
Total		18.25	\$301.13	124.75	\$2,058.38
Total Hours Worked		18.25		124.75	

Taxes	CURRENT	YTD
FITWH		12.49
MED	4.37	29.85
SOC	18.67	127.63
NE	4.43	45.21
Total	\$27.47	\$215.18

Net Pay XXXXXX0732 \$273.66

\$301.13 (Total Earnings) x (6.25 hrs /18.25 total hrs) = \$103.13 (Installation Expense)

THIS IS NOT A CHECK. THIS DOCUMENT IS TO BE USED FOR INFORMATIONAL PURPOSES ONLY.

ST. GREGORY THE GREAT SEMINARY
800 FLETCHER ROAD
SEWARD NE 68434

Direct Deposit # 1066829271
Date 08/29/2025

Pay this Amount

** NON-NEGOTIABLE ** DIRECT DEPOSIT RECEIPT **	VOID ** VOID **
--	-----------------

Pay to the
Order of

JON KADLEC
3510 S RD
DAVID CITY NE 68632

73050 DD

DIRECT DEPOSIT \$273.66
TO ACCOUNT # XXXXXX0732
BANK # XXXXXX3912

NON-NEGOTIABLE

3. Consideration of a Work Order (#4) with M.E. Collins Contracting to Authorize Additional Work on the Worthman Blvd Extension Project in the Amount of \$105,044 - City Engineer Oneby



PROJECT Worthman Blvd Extension

PROJECT NO. 010717.001

WORK ORDER NO. 4

CONTRACT DATE: _____ DATE: 12/11/25
 CONTRACTOR: ME Collins Contracting OWNER: City of Seward

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS:

Cold Weather Concrete Pavement Construction:

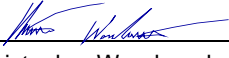
This work order authorizes cold weather concrete paving construction below ambient temperatures of 40°F per the 2017 NDOT SSHC Subsection 603.03 Paragraph 4e. Further requirements found in Subsection 704.03 Paragraph 16 shall apply as follows:

- No concrete may be placed against frozen subgrade
- When overnight temperatures are expected to fall below 40°F for the first 72 hours after concrete placement, the contractor shall protect the concrete pavement so that the concrete is maintained at a temperature between 50°F and 100°F for the first 72 hours and between 40°F and 100°F for the next 48 hours.
- Schemmer will embed a minimum of 1 probe in the freshly poured concrete to monitor temperatures during the above protection period. Readings will typically be taken once in the afternoon before end of workday and once in the morning at beginning of workday. Should the temperature fall below the minimums specified above, the concrete pavement will be rejected.

Additional traffic control items are warranted to direct and control traffic during the placement of concrete pavement.

The following pay item will be applied for pavement requiring cold weather protection that meets the requirements above:

Line	Item	Description	Est. Qty	Unit	Unit Cost	Extended Cost
CO 5		COLD WEATHER CONC PAV'T PROTECTION	3,200	SY	\$22.92	\$73,344.00
CO 6		TRUCK DETOUR TRAFFIC CONTROL	1	LS	\$3,940.00	\$3,940.00
CO 7		TEMPORARY TRAFFIC CONTROL SIGNAL	8	WK	\$3,470.00	\$27,760.00
						\$105,044.00

Acceptance of Work Order	
For the Contractor	For the Owner
Signature: 	Signature:
Name: Christopher Woodward	Name:
Title: VP	Title:
Date: 12-11-25	Date:

The Schemmer Associates Inc.

**1044 N. 115th Street, Omaha, Nebraska
 Phone - (402) 493-4800 Fax - (402) 493-7951**



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

Memo

To: Greg Butcher, City Administrator
From: Mike Oneby, P.E., City Engineer
cc: Derek Bargmann, City Clerk
Date: December 12, 2025
Re: Worthman Blvd Extension – Work Orders and Contract Amount

Four Work Orders totaling of \$48,108.39 and a supplementary contract with a value of \$48,108.39 have increased the cost of the Worthman Boulevard Extension project by \$192,927.66. The Work Orders and a supplementary contract are listed in Table 1 below. Impact to the total contract value is presented in Table 2.

Table 1. Work Orders to Date for the Worthman Blvd Extension Project

No.	Description	Cost	% of Contract
1	Crushed Rock on Walker Road (for Watermain Project)	\$ 14,280.00	0.77%
2	Adjust Sanitary Manhole Invert Elevations by 3 inches	No Cost	0.0 %
3	Storm Sewer Realignment	\$ 23,539.27	1.27%
4a	Cold Weather Concrete	\$ 73,344.00	3.95%
4b,c	Traffic Control for access road	\$ 31,700.00	1.71%
	Total all Work Orders to date	\$ 142,863.27	7.70%
	Supplementary Contract – Access Road	48,108.39	2.59%
	Total all additional work	\$ 190,927.66	10.29%

Table 2. Changes in Contract Value for the Worthman Blvd Extension Project

Item	Cost
Current Contract Amount (Bid Prices – Unit Price Work)	\$ 1,855,911.88
Total all Work Orders to date	\$ 142,863.27
Updated Contract Amount (after Change Order approval)	\$ 1,998,775.15
Supplementary Contract – Access Road	48,108.39
Total All Contracts	\$ 2,046,883.54
Engineer's Estimate	\$ 3,026,816.79

Work Order #1 is indirectly related to the Worthman Boulevard Extension Project. The City used a mobilized contractor on an adjacent project to repair Walker Road due to construction activity from the Worthman Boulevard Watermain Phase II Project and from the DARI LLC plant construction project.

Work Order #2, completed at no cost, used the Work Order to formally update the plan set to correct a 3-in discrepancy between (a) the assumed invert elevation found in the plan set, and (b) the found elevation after the buried pipe had been exposed.

Work Order #3 rebuilt additional sections and improved the alignment of existing storm sewer. The additional work sidestepped extra costs for replacement of an existing storm sewer catch basin that had been encased in 10 cu yds of concrete.

Work Order #4 included three items: (a) an extra unit charge for building concrete pavement in cold weather, (b) signage to create a detour for trucks, and (c) portable traffic signals to manage alternating one-way traffic on the access road. The specific measures for cold weather concrete include:

1. Hot water at the batch plant so that concrete is delivered at or above 62°F.
2. 0.5% calcium chloride added at the batch plant to partially restore setting time.
3. Covering and uncovering concrete in burlap, blankets and plastic to retain heat for 72 hours.
4. Use of "Thawzall" glycol hose heating system to maintain temperatures above 40°F for 72 hours.

The access road was built outside of the original Limits of Construction (LOC) and thus did not undergo the evaluation required for projects funded in part using federal grants. To avoid issues of compliance with regulations, construction of the access road was completed under a separate contract with the Contractor (M.E. Collins). The total cost for the access road, including additional signage for the truck detour and traffic signals is \$79,808.39.

Table 2 lists the original contract amount and to it adds the amounts of the four Work Orders plus the Supplementary Contract for the access road. The contract total of \$2,046,883.54 is compared to the Engineer's Estimate at the time of Bid (\$3,026,816.79). The original contract plus the additional work is about \$980,000 less than the amount originally budgeted.

4. Consideration of an Amendment to the Agreement with HDR, Inc. for Design Engineering Services for the Seward Levee Interior Pump Station Project in the Amount of \$26,085.34
- City Engineer Oneby

AMENDMENT TO AGREEMENT
FOR
ENGINEERING SERVICES

WHEREAS:

HDR ENGINEERING, INC. ("HDR") entered into an Agreement on June 6, 2023 to perform engineering services for Seward Levee Interior Drainage Pump Station ("Project");

The City of Seward, Nebraska ("Owner") desires to amend this Agreement in order for HDR to perform services beyond those previously contemplated;

HDR is willing to amend the agreement and perform the additional engineering services.

NOW, THEREFORE, HDR and the City of Seward, Nebraska do hereby agree:

The Agreement and the terms and conditions therein shall remain unchanged other than those sections and exhibits listed below;

Section IV shall be replaced with the following:

Compensation for ENGINEER'S services under this Agreement shall be on the basis of

- Direct Labor Costs times a factor of 3.175 for the services of ENGINEER'S personnel engaged on the Project, plus Reimbursable Expenses, is increasing by \$26,085.34 from \$461,505.00 to \$487,590.34.

The amount of any sales tax, excise tax, value added tax (VAT), or gross receipts tax that may be imposed on this Agreement shall be added to the ENGINEER'S compensation as Reimbursable Expenses.

Compensation terms are defined as follows:

Direct Labor Cost times a multiplier of 3.175 (three point one seven five) to be paid as total compensation for each hour an employee works on the project, plus Reimbursable Expense.

Direct Labor Cost shall mean salaries and wages, (basic and overtime) paid to all personnel engaged directly on the Project. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually as of the first of every year to reflect equitable changes to the compensation payable to Engineer.

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in

connection with the Project for transportation travel, subconsultants, subcontractors, technology charges, telephone, telex, shipping and express, and other incurred expense. ENGINEER will add ten percent (10%) to invoices received by ENGINEER from subconsultants and subcontractors to cover administrative expenses and vicarious liability.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year written below:

HDR ENGINEERING, INC. ("HDR")

City of Seward, Nebraska ("Owner")

By: *Ann Williams*
Ann Williams (Dec 8, 2025 10:40:48 CST)

By: _____

Title: Senior Vice President

Title: _____

Date: 12/08/2025

Date: _____

December 4, 2025

City of Seward
537 Main Street
Seward, NE 68434

RE: Seward Levee Interior Drainage and Pump Station Improvement (Project) –
Amendment 2

Dear Mr. Oneby,

HDR Engineering Inc. (HDR) has been under contract with the City of Seward (City) to complete professional engineering services for the referenced Project since June of 2023.

HDR submitted a 90% deliverable to the Nebraska Emergency Management Agency (NEMA) on June 13, 2025, fulfilling the requirements for Phase I of the HMGP grant, FEMA-4420-DR-NE. The opinion of probable construction cost prepared for the 90% design submittal of approximately \$5 million exceeded the previously anticipated construction cost of approximately \$2 million (prepared by JEO in 2022).

During completion of the 90% design submittal, additional services and hours were required to prepare plan sheets beyond those initially scoped in the original contract. The 90% design was comprised of 52 sheets, 14 sheets more than the 38 sheets assumed in the scope attached to the original professional services agreement.

During completion of the 60% and 90% Design, HDR provided additional services for out-of-scope work as follows:

- Task 400 60% Design Additional Services (Add \$3,238.22) – This already incurred fee covers the additional effort necessary to develop plan sheets beyond those assumed in the original scope of work. The number of sheets increased from 38 to 42.
- Task 500 90% Design Additional Services (Add \$22,847.12) – This already incurred fee covers the additional effort necessary to develop plan sheets beyond those assumed in the original scope of work. The number of sheets increased from 38 to 52.

The total additional fee estimated for Amendment 2 would equal \$26,085.34.00 and bring the total proposed not-to-exceed fee for the contract to \$487,590.34. A breakdown of the

existing budget, total fee to date, and proposed Amendment 2 is provided in the table below.

Task	Existing Budget	Proposed Amendment 2 Fee	Proposed Total Budget
100 Project Management	\$59,311.00	\$0	\$59,311.00
200 Data Collection and Coordination	\$8,648.00	\$0	\$8,648.00
300 Preliminary Design	\$85,768.00	\$0	\$85,768.00
400 60% Final Design	\$146,310.00	\$3,238.22	\$149,548.22
500 Final Design	\$87,224.00	\$22,847.12	\$110,071.12
600 Permitting and Authorization Requests	\$74,244.00	\$0	\$74,244.00
700 Bidding Services	\$0	\$0	\$0
Total Design Fee	\$461,505.00	\$26,0085.34	\$487,590.34

Please contact me with any questions regarding the enclosed Amendment as proposed.

Sincerely,
HDR Engineering Inc.

Paul W. Woodward, PE, CFM
Sr. Water Resources Engineer

Enclosure: Amendment to Agreement

5. Consideration of a Resolution Approving the Preliminary Plans, Specifications, and Estimates for NDOR Project Number BRO-7080 (Plum Creek Bridge), Allowing Final Edits and Bid Letting - City Engineer Oneby

RESOLUTION

**APPROVAL OF PRELIMINARY PLANS, SPECIFICATIONS, AND ESTIMATES
(PS&E)**

City of Seward

Resolution No. _____

Whereas: City of Seward (City) and State entered into an LPA Program Agreement for State to assist City in the development and construction of an LPA Federal-aid transportation project;

Whereas: The State or the design consultant has developed the project plans to the point where they are ready to submit to State’s PS & E Section for final edits for a bid letting;

Whereas: The LPA Program Agreement requires the city to review the preliminary PS & E package and either request modification or approve them as acceptable at this stage;

Whereas: City wishes to approve the preliminary PS & E package as prepared.

Be It Resolved by the City Council of the City of Seward that:

The Mayor, Joshua Eickmeier, is hereby authorized to sign the bottom of this resolution and submit it to the State signifying the City’s approval of the preliminary PS & E package.

NDOR Project Number: BRO-7080

NDOR Control Number: 13524

NDOR Project Description: Seward East, Bridge Replacement

Adopted this 16th day of December, 2025 at Seward Nebraska.
(Month) (Year)

The City Council of the City of Seward, Nebraska

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

CITY OF SEWARD
Joshua Eickmeier

Mayor

Attest:

Signature City Clerk

Resolution G – Preliminary PS & E Package
(To be filled out by LPS RC)

6. Consideration of an Ordinance to Amend the 'Seasonal Groundman' Title - City Clerk Bargmann

ORDINANCE NO. 2025-35

AN ORDINANCE TO PROVIDE FOR ANNUAL CLASSIFICATION OF OFFICERS AND EMPLOYEES OF THE CITY OF SEWARD, NEBRASKA; TO UPDATE THE ELECTRIC SEASONAL GROUNDMAN TITLE; TO PROVIDE FOR LONGEVITY PAY AND PAYMENT OF PART-TIME EMPLOYEES; TO PROVIDE FOR A DATE SUCH CLASSIFICATION AND PAY RANGES OF COMPENSATION SHALL BECOME EFFECTIVE; TO PROVIDE FOR PUBLICATION IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

Section 1. CLASSIFICATION, RANGES OF COMPENSATION. The classification of officers and employees of the City of Seward, Nebraska, pay grades and ranges of compensation for such classification are as follows:

2025-2026 SALARY SCHEDULE PAY RANGE RATES

A. CLERICAL (HOURLY)	MIN	MAX
Payroll Clerk	21.33	28.83
Utility Billing/Account Clerk	18.95	26.64
Administrative Assistant	18.34	25.84
Admin Assistant – Municipal Bldg	18.34	25.84
Library Assistant II	19.61	25.80
Library Assistant I	14.99	17.51
Library Clerk	12.12	15.11
Senior Center Manager	18.28	26.29
Clubhouse Bartender	15.91	19.10
Golf Shop Seasonal Employee	11.93	14.46
B. LABOR & TRADES (HOURLY)	MIN	MAX
Civic Center Assistant	11.90	13.88
Custodian	15.41	22.95
Electric Line Crew Chief	46.43	57.83
Electric Journeyman Lineman	41.02	55.29
Electric Lineman	41.02	55.29
Electric Intern/Seasonal Groundman	22.68	26.75
Meter Maintenance Utility Worker	20.98	27.58
Utilities Locator	20.34	38.05
Assistant Public Properties Director	25.22	31.78
Public Properties Maintenance Worker	17.99	26.58
Assistant Greenskeeper	17.99	26.58
Child Care Director	21.78	26.54
Before/After School Instructor	14.00	15.00
Child Watch Attendant	13.50	14.50
Facility Director	20.80	25.34
Group Exercise Instructor	15.00	15.00
Wellness Center Lifeguard	13.50	14.50
Wellness Center Lead Attendant	14.50	15.50

Wellness Center Attendant	13.50	14.50
Street Foreman	27.47	35.51
Street Maintenance Worker III	22.17	29.06
Street Maintenance Worker II	19.77	26.66
Street Maintenance Worker I	19.16	23.96
Burn Site Assistant	12.16	17.47
Recycling Center Worker	12.16	17.47
Facility Maintenance Supervisor	28.53	37.88
WW Treatment/Sanitary System Operator	23.75	31.59
Senior Utility Maintenance Worker II	26.15	35.16
Utility Maintenance Worker II	24.79	34.01
Utility Maintenance Worker I	22.50	29.98
Summer Seasonal Laborer	15.47	16.08
Pool Manager	16.57	19.23
Assistant Pool Manager	14.60	16.93
Swim Program Coordinator	14.29	16.51
Lifeguard	13.50	14.50
Pool Office/Concession Work	12.00	13.00
Water Safety Instructor	13.50	14.50
Water Safety Instructor Aide	8.00	9.00
C. PUBLIC SAFETY (HOURLY)	MIN	MAX
Police Sergeant	31.13	40.73
Police Officer II	29.89	36.47
Police Officer I	27.49	34.21
Administrative Secretary/Records Clerk	19.18	26.38
Community Service Officer	16.72	23.66
D. SUPERVISORY, TECHNICAL & ADMINISTRATIVE (MONTHLY)	MIN	MAX
City Administrator	11,591	13,989
Chief of Police	7,937	9,816
City Engineer	7,243	9,656
Police Captain	6,955	8,256
Electric Superintendent	8,488	10,918
Public Properties Director	6,181	7,685
City Clerk/Human Resources Director	6,093	8,460
Water/Wastewater Director	5,860	8,707
Street Superintendent	6,047	7,737
Finance Director/Treasurer	7,804	9,993
Library Director	5,360	6,650
Deputy Treasurer	5,148	6,295
Golf Course Superintendent	5,148	6,003
Building/Zoning/Code Enforcement Director	5,247	6,547
Executive Director of Wellness Center	5,148	6,003
Recreation Director	3,741	5,508
Golf Shop Manager	3,599	4,681
Assistant Library Director	3,591	4,854
Civic Center Manager	3,809	4,221

Section 2. LONGEVITY PAY. Each employee, who has completed their introductory period, will, for each year of service to the City, receive three dollars and forty-seven cents (\$3.47) per month if classified as exempt, or two cents (\$0.02) per hour if classified as non-exempt. This pay will be in addition to the established base pay in their classification as set forth in Section One of this ordinance.

Section 3. COMPENSATION PAYABLE BIWEEKLY. The compensation and salary fixed for the respective officers and employees of the City by this ordinance shall be paid biweekly.

Section 4. PART-TIME EMPLOYEES. Persons employed by the City on a part-time or occasional basis shall be paid on an hourly rate and at such time as shall be fixed by the Mayor and Council by motion.

Section 5. REPEAL. Any City of Seward ordinance, resolution, or employee handbook or part of any ordinance, resolution, or employee handbook of the City of Seward, Nebraska in conflict with this Ordinance is hereby repealed to the extent of such conflict.

Section 6. WHEN OPERATIVE. This ordinance shall be effective after its approval, passage and publication as required by law and the ordinances of the City.

Passed and approved this 16th day of December, 2025.

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

Derek Bargmann, City Clerk

(SEAL)



Job Title: ~~Intern/Electric~~ Seasonal Groundman
Department: Electric
FLSA Status: Non-Exempt, Hourly, Seasonal
Revised Date: ~~See Below~~ December 16, 2025

Accountability

Under the direction of the Electric Superintendent and the direct supervision of Line Crew Chief, respectively.

Job Summary

Performs semi-skilled work to assist Electric Department employees in the operation, construction, maintenance and repair of overhead and underground electric distribution and transmission systems and facilities.

Essential Job Functions

Performs rudimentary line maintenance and repair work on non-energized lines on ground or overhead; performs less complex work on higher voltage lines; assists in the repair and maintenance of streetlights; assists in trimming trees and maintaining buildings and grounds; drives vehicles and operates equipment related to electric utility service work; assists in loading and unloading of poles; follows safety rules and regulations at all times as directed by Electric Line personnel.

Knowledge, Abilities and Skills

Basic knowledge of the principles of electric theory which apply to electric distribution and transmission systems and the safety of the procedures surrounding work near electric lines/facilities. Ability to: climb, crawl, run, bend, stoop, twist, reach, lift up to 75 lbs., sit and stand for long periods of time; understand and follow oral or written instructions and operate a two-way radio; learn skilled mechanical tasks; work at heights; drive a light truck and related electric utility equipment; withstand adverse weather conditions; work with exposure to noise; traverse rough terrain on foot. Good oral and written communication skills to effectively communicate on a daily basis with the public, coworkers, and other departments. Capability to utilize a City-owned computer for logging hours of work and other related tasks as required.

Education and Experience

High school diploma or equivalent and possession of a valid driver's license. Current enrollment or recent completion of an electric utility maintenance program or knowledge of the principles which apply to electric distribution and transmission systems is preferred. Class B-A Commercial Driver's License is helpful, but not required.

Note: *The statements herein are intended to describe the general nature and level of work being performed by employees assigned to this classification. They are not intended to be constructed as an exhaustive list of all responsibilities, duties, and skills required of personnel so classified. This job description may be changed or updated at any time without notice.*



Job Title: Electric Seasonal Groundman
Department: Electric
FLSA Status: Non-Exempt, Hourly, Seasonal
Revised Date: See Below

Accountability

Under the direction of the Electric Superintendent and the direct supervision of Line Crew Chief, respectively.

Job Summary

Performs semi-skilled work to assist Electric Department employees in the operation, construction, maintenance and repair of overhead and underground electric distribution and transmission systems and facilities.

Essential Job Functions

Performs rudimentary line maintenance and repair work on non-energized lines on ground or overhead; performs less complex work on higher voltage lines; assists in the repair and maintenance of streetlights; assists in trimming trees and maintaining buildings and grounds; drives vehicles and operates equipment related to electric utility service work; assists in loading and unloading of poles; follows safety rules and regulations at all times as directed by Electric Line personnel.

Knowledge, Abilities and Skills

Basic knowledge of the principles of electric theory which apply to electric distribution and transmission systems and the safety of the procedures surrounding work near electric lines/facilities. Ability to: climb, crawl, run, bend, stoop, twist, reach, lift up to 75 lbs., sit and stand for long periods of time; understand and follow oral or written instructions and operate a two-way radio; learn skilled mechanical tasks; work at heights; drive a light truck and related electric utility equipment; withstand adverse weather conditions; work with exposure to noise; traverse rough terrain on foot. Good oral and written communication skills to effectively communicate on a daily basis with the public, coworkers, and other departments. Capability to utilize a City-owned computer for logging hours of work and other related tasks as required.

Education and Experience

High school diploma or equivalent and possession of a valid driver's license. Current enrollment or recent completion of an electric utility maintenance program or knowledge of the principles which apply to electric distribution and transmission systems is preferred. Class B Commercial Driver's License is helpful, but not required.

Note: The statements herein are intended to describe the general nature and level of work being performed by employees assigned to this classification. They are not intended to be constructed as an exhaustive list of all responsibilities, duties, and skills required of personnel so classified. This job description may be changed or updated at any time without notice.

Job Description Revision Approved:


City Administrator


Date

7. Consideration of an Addendum to the Interlocal Agreement for Cooperative Public Safety Software, Hardware and Related Services (Zuercher) - City Administrator Butcher

ADDENDUM #3

**EXTENDING THE EXPIRATION DATE FOR THE INTERLOCAL AGREEMENT
FOR COOPERATIVE PUBLIC SAFETY SOFTWARE, HARDWARE,
AND RELATED SERVICES BY AND AMONG
THE COUNTIES OF BUTLER, SALINE, SEWARD AND YORK,
AND THE CITIES OF SEWARD, YORK, MILFORD, CRETE, AND DAVID CITY**

THIS AGREEMENT made and entered into by and between the Counties of Butler, Saline, Seward, and York and the participating Cities of Seward, York, and Milford, and the City of David City, the City of Crete, and Butler County 911, all being political subdivisions of the State of Nebraska, hereinafter referred to collectively as the “Parties” and individually as a “Party.”

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, *Neb. Rev. Stat. §§13-801 et seq.* (Reissue 2012), authorizes units of local governments in the State of Nebraska to cooperate with other localities on a basis of mutual advantage and thereby provide services in a manner that will best serve local communities; and

WHEREAS, the Interlocal Cooperation Act provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity, or other undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS, the Parties previously entered into an Interlocal Agreement to jointly utilize cooperative public safety software provided and maintained by Zuercher Technologies LLC, now CentralSquare Technologies (hereinafter “CentralSquare”); and

WHEREAS, said Interlocal Agreement was fully executed on January 14, 2020 for a term of five (5) years commencing on the Go Live date of November 30, 2020; and

WHEREAS, the Interlocal Agreement is scheduled to expire by its terms on November 30, 2025; and

WHEREAS, many provisions of the existing Interlocal Agreement pertain to implementation and initial setup of the public safety software and are no longer applicable to its ongoing operation; and

WHEREAS, the Parties desire to continue the joint law enforcement case management system under updated terms more appropriate for the operational phase of the system; and

WHEREAS, to allow time for development and approval of a new Interlocal Agreement governing ongoing participation, maintenance, and cost allocation, the Parties wish to extend the term of the current Interlocal Agreement for an additional six (6) months;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, and pursuant to the authority granted by the Interlocal Cooperation Act, the Parties agree as follows:

1. Extension of Existing Agreement

The Parties hereby agree to extend the term of the Interlocal Agreement for a period of six (6) months beyond its current expiration date of November 30, 2025. The Agreement shall therefore remain in full force and effect until May 31, 2026, unless terminated earlier in accordance with its terms or by written agreement of all Parties.

2. Purpose of Extension

This extension is intended solely to allow sufficient time for the Parties to negotiate, draft, and execute a new Interlocal Agreement governing the continued operation, maintenance, and cost-sharing of the public safety software supported by CentralSquare.

3. Continuation of Obligations

Except as expressly modified herein, all other terms, conditions, rights, and obligations set forth in the original Interlocal Agreement and related Service Agreements shall remain in full force and effect during the period of this extension.

4. Future Agreement

The Parties acknowledge and agree that this extension does not obligate any Party to enter into a new Interlocal Agreement. Execution of any subsequent Interlocal Agreement shall be contingent upon approval by the governing body of each participating Party.

5. Execution and Effective Date

This Agreement shall be effective upon full execution by all Parties and shall remain effective through May 31, 2026, unless superseded or terminated as provided herein.

FOR SEWARD COUNTY

[Seward County Sheriff, Seward County Attorney, Seward County E911]

<p>Dated this ____ day of _____, 2025</p> <p>SEWARD COUNTY BOARD OF COMMISSIONERS Seward, Nebraska</p> <p>BY: _____ CHAIRPERSON</p>	<p>APPROVED AS TO FORM this ____ day of _____, 2025</p> <p>_____ Seward County Attorney</p>
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FOR SALINE COUNTY

<p>Dated this ____ day of _____, 2025</p> <p>SALINE COUNTY BOARD OF COMMISSIONERS Wilber, Nebraska</p> <p>BY: _____ CHAIRPERSON</p>	<p>APPROVED AS TO FORM this ____ day of _____, 2025</p> <p>_____ Saline County Attorney</p>
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FOR BUTLER COUNTY
[Butler County Sheriff, Butler County E911]

<p>Dated this ____ day of _____, 2025</p> <p>BUTLER COUNTY BOARD OF SUPERVISORS Wilber, Nebraska</p> <p>BY: _____ CHAIRPERSON</p>	<p>APPROVED AS TO FORM this ____ day of _____, 2025</p> <p>_____ Butler County Attorney</p>
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FOR YORK COUNTY

<p>Dated this ____ day of _____, 2025</p> <p>YORK COUNTY BOARD OF COMMISSIONERS York, Nebraska</p> <p>BY: _____ CHAIRPERSON</p>	<p>APPROVED AS TO FORM this ____ day of _____, 2025</p> <p>_____ York County Attorney</p>
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FOR THE CITY OF YORK

<p>Dated this ____ day of _____, 2025</p> <p>BY: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p>APPROVED AS TO FORM this ____ day of _____, 2025</p> <p>_____</p> <p>York City Attorney</p>
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FOR THE CITY OF SEWARD

<p>Dated this ____ day of _____, 2025</p> <p>BY: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p>APPROVED AS TO FORM this ____ day of _____, 2025</p> <p>_____</p> <p>Seward City Attorney</p>
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FOR THE CITY OF MILFORD

Dated this ____ day of _____, 2025 BY: _____ Name: _____ Title: _____	APPROVED AS TO FORM this ____ day of _____, 2025 _____ Milford City Attorney
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FOR THE CITY OF DAVID CITY

<p>Dated this ____ day of _____, 2025</p> <p>BY: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p>APPROVED AS TO FORM this ____ day of _____, 2025</p> <p>_____</p> <p>David City, City Attorney</p>
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FOR THE CITY OF CRETE

<p>Dated this ____ day of _____, 2025</p> <p>BY: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p>APPROVED AS TO FORM this ____ day of _____, 2025</p> <p>_____</p> <p>Crete City Attorney</p>
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CITY ADMINISTRATOR'S REPORT

CITY ADMINISTRATORS REPORT – 12/16/25

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

- Monitoring a number of street projects including: East Seward (final items), design on East Hillcrest, drainage near Park Street & Bradford Street (seeding), design of 5th and Bradford/Roberts Drainage, Design of Lindell and Jackson Reconstruction, construction of Worthmann Blvd extension.
- Water Tower project underway. Working on cellular installations, electric connections, fiber connections and demolition planning for old tower.
- Check in meeting with Building and Zoning Staff.
- Met weekly with Jonathan Jank (SCCDP) to update on the status of economic development items.
- Held weekly Department Head Meetings.
- Met with DARI Project reps to review items and projects status, and to coordinate schedules and planning. Weekly onsite trailer meetings.
- Finalize TIF payments, provide amortization schedules to County, finalize payments to Cline Williams/Andrew Willis, and prepare Dec 1 report with TIF Attorney Andrew Willis.
- Held CRA meeting on Peery Housing TIF project.
- Finalize Easement item for wastewater service line for Senior Center.
- Weekly review with City Engineer of Project Priorities.
- Follow up items with Wellness Center Staff (6 month report and financials, coaches meetings for flag football and soccer, program expense reviews for basketball and volleyball, building planning, capital loan closeout items, staffing).
- Met with Hugh Rogers regarding the details of the Wellness Center Kruse-Rogers gift.
- Met with the developers of the Prairie View Development to review costs associated with electrical development and the City's new electrical aide to construction policy.
- Review Civic Center items with Erin Wiseman
- Review burnsite policies draft resolution.
- Assist the Mayor with a number of appointments to various boards and commissions.
- ALLO City facility kick-off online meeting.
- Reviewed potential cost estimates for outdoor pool painting.
- Met with FEMA to begin working on the August 2025 wind storm grant reimbursements projects along with City Clerk.
- Attended CLE in Omaha with Mayor Eickmeier, used vacation.
- Attended hotel visit in Crete with members of SCCDP, Visitor's Bureau, and other community leaders to learn about their most recent hotel project.
- Met with the golf shop manager Cody Herald, accepted his resignation as of December 19th.
- Housing moving from 407 South Street planned for Thursday, January 15, 2026.
- Received other half of Wake Family Trust Golf Course land gift.

Police Department

- DARE graduation
- Statewide TIM meeting
- Pilcher attending BraveBe training

City Clerk/Human Resources/City Hall

- Begin work/uploads into FEMA Grants Portal for August 9th storm
- Tree City USA – collect items, begin work in portal
- Annual Program Certification NE DOT: Complete by end of week
- Continuing to collect Burnsite and Tobacco Renewals

Water/Wastewater Department

- Clean clarifiers and trickling filters
- Re-check hydrant drain down list
- Change liner on grit removal machine
- Vehicle maintenance as needed

Parks and Rec/Cemetery/Golf/Pool

- Cemetery Memorial Service
- Golf course meeting
- Aaron and Josiah are working on CDL classes
- Servicing equipment
- Funerals: Wednesday

Civic Center

- Stuff the Cruiser using room for storage all week and toy distribution
- Compressor in old section of fire sprinkler system went bad and has been replaced

Electric Department

- Trench temp to Parker Baby
- Set pole and transfer on North 2nd street
- Review switching order and update mapping
- Safety meeting with Northeast Thursday morning
- Quotes for Dairy material

Street Department

- Make list of tree stumps
- Stump grinding
- Ice and snow as needed
- Sign replacement as needed

Library

- Book group
- Summer Reading workshop in Lincoln for Becky

Building Inspection/Planning Department

- Planning Commission - Weber, Rumery, and Urwin Rezones, R-4 text amendment, Peery TIF, staff reports and agenda due out by Friday
- B&Z Check in – Wednesdays 9am, St Johns driveway, ROW bond clarification
- Plan Reviews – Hughes Bros 10,000sf warehouse. Parker Baby was supplied with the appropriate application from the Fire Marshal for a warming kitchen and no fire suppression
- Bob Benes/Aspen Homes – Electrical aid to construction meeting, Wednesday 11am, Library
- Dari LLC – Meeting Wednesday 3:00pm in the Primus trailer
- Walmart – No updates since returning the mass number of questionnaires to the various inquiries.

Engineering

- 500k Water Tower –site electrical, disinfection, T-Mobile relocation discussion, AT&T equipment relocation
- Worthman Blvd Extension – paving Pine & Worthman in 10 pours
- DARI LLC – Meeting, metering manhole quote, hydrant tests, stormwater outfall, Section 404 permit
- Plum Creek Bridge –Resolution G
- East Hillcrest Drive –prepare R.O.W and easement docs

- WWTP Upgrade – memo on DARI loadings, update metering manhole bid documents, temporary treatment options, Facility Plan Update (deferred per NDWEE)
- East Hillcrest, Columbia to Eastridge
- Rail Campus Watermain Extension Phase II – liquidated damages
- Water System Study – field tests (weather permitting), develop detailed scope

Finance Department

- Finalize balancing November financials
- Utility bank bills
- Payroll
- Claims
- TIF loan payments

Seward Wellness Center

- Last week of swimming lessons for session 1
- Prepping for session 2 of swimming lessons
- Prepping Cattle building rental for Baseball/Softball

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

1. Strategy Session with City Attorney to Discuss Real Estate Interests - City Attorney Hoffschneider

MOTION TO ADJOURN

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

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

Derek Bargmann, City Clerk

Date