



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

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**Monday, December 8, 2025**

**7:30 PM**

**Council Chambers at the Municipal Building**

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**NOTICE IS HEREBY GIVEN** that a meeting of the City Council of the City of Seward, Nebraska will be held at 7:30 PM on Monday, December 8, 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**

**DISCLOSURE OF OPEN MEETINGS ACT & OTHER NOTIFICATIONS**

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

**ROLL CALL**

**CONSENT AGENDA**

**MINUTES**

1. Consideration of Approval of Draft Minutes of November 10, 2025.

# City of Seward Planning Commission

## Minute Record

November 10, 2025

The City of Seward Planning Commission met in regular session at 7:30p.m. November 10, 2025, in the Council Chambers at the Municipal Building at 142 North 7<sup>th</sup> Street, Seward, Nebraska. Upon roll call the following Commission Members were present: Clarence Kotera, Dan Ellis, Ron Wallman, Ron Niemoth, Scott Seevers, Ron Jackson and Traci Menke, Other Officials present: Building and Zoning Director, Tim Dworak, City Administrator, City Engineer, Michael Oneby, and Administrative Assistant, Sara Van Cura.

Absent members were: Sue Bowen, Jake Miller, and Lacey Koch.

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

### Minutes

Consideration of Approval of Draft Minutes of September 8, 2025.

Moved by Commission Member Seevers; Seconded by Vice Chairperson Ellis to approve the minutes.

Aye: Kotera, Ellis, Wallman, Niemoth, Seevers, Jackson, Menke.

Nay: None.

Absent: Bowen, Miller, Koch. Motion carried.

#### 1. Public Hearing 7:30pm: review a minor plat of Bader Avenue Subdivision C.

Chairperson Wallman opened the public hearing.

Dworak stated we have two existing lots off Bader Ave. They were given some other property to the rear of them. The lots to the rear are non-platted nonconforming lots with no access. Ms. Neujahr wants to join her two lots. Normally this is an administrative item, however because these lots are unplatted, has no access, as well ask Bek Avenue to the south needs to be accounted for, a 30 foot the right-of-way needs to put on that lot. One of the problems with Ms. Neujahr lot, there is an accessory building that sits half in that right-of-way. Normally that's a problem and would be a problem if Bek Avenue was ever extended. We do not have that in the plan. She was made aware that if and when Bek Avenue is ever run through to Karol Kay, then that accessory building would need to be removed or any storm damage that accessory building would need to be moved. It would these two lots one lot and make it a conforming use.

Jim Polick, 645 Bader Ave, stated he lives on one of those lots as described with the extension in back, and am trying to understand what the surveying is going on back there. Was curious as to why they are surveying it. We just have a mutual agreement that we can get back to our buildings.

Dworak stated the purpose of the survey was to create the lot and join it as one legal lot.

Chairperson Wallman suspends the public hearing.

Vice Chairperson Ellis moved to approve the minor plat of Bader Avenue Subdivision C; seconded by Commission Member Kotera.

Vice Chairperson Ellis stated it makes sense. Commission Member Niemoth concurs.

Chairperson Wallman stated to let the record show the Planning Commission believes it's in the best interest of the City and the homeowner to join these two lots.

Aye: Kotera, Ellis, Wallman, Niemoth, Seevers, Jackson, Menke.

Nay: None.

Absent: Bowen, Miller, Koch. Motion carried.

2. Public Hearing 7:30pm: review a final plat of Prairie View 1<sup>st</sup> Addition and Final Subdivision Agreement.

Chairperson Wallman opened the public hearing.

Dworak stated the second phased of Prairie View subdivision east of town. There are approximately 17 lots. It extends Willow Ave. to the east along with water, sewer, electric, and then it will join up to north with Blazing Star. Everything is currently with the existing city limits. The subdivision agreement, with the internal subdivision, we are allowing a 6" water main as opposed to 8" water main which is code, The fire department has looked at it, our city engineer has looked at it, and Olsson engineers looked at it, and all confirm that's adequate fire flow. That's what we agreed upon when we approved the preliminary plat for the entire subdivision. We checked the lots and everything matches.

Chairperson Wallman closed the public hearing.

Vice Chairperson Ellis moved to approve the final plat of Prairie View 1<sup>st</sup> Addition and Final Subdivision Agreement; seconded by Commission Member Menke.

Chairperson Wallman stated that it conforms to the preliminary plat.

Aye: Kotera, Ellis, Wallman, Niemoth, Seevers, Jackson, Menke.

Nay: None.

Absent: Bowen, Miller, Koch. Motion carried.

3. Administrative Item

4. Reports

5. Agenda Items

6. Upcoming Events

Meeting adjourned 7:56 p.m.

Sara Van Cura  
Administrative Assistant

DRAFT

## **PUBLIC HEARINGS**

1. Public Hearing 7:30pm: review a text amendment to the City of Seward Unified Land Development Ordinance; Article 9 R-3 Urban Residential Mixed Density District, 410-9.2 Site Development Regulations; Article 10 R-4 Urban Residential Multifamily District (High Density) 410-10.2 Site Development Regulations; Article 12 UC Urban Corridor Mixed Use District 410-12.2 Site Development Regulations.

**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.**

<b>Regulator</b>	<b>1-Family Detached</b>	<b>1-Family Attached (Note 1)</b>	<b>Duplex</b>	<b>Town-house (Note 1)</b>	<b>Multi-family (Note 2)</b>	<b>Other Permitted Uses</b>
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	<del>10,000</del> <u>7,500</u>	5,000
In planned <u>unit</u> developments	4,000	2,500	4,000	2,500	<del>10,000</del> <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

<b>Regulator</b>	<b>1-Family Detached</b>	<b>1-Family Attached (Note 1)</b>	<b>Duplex</b>	<b>Town-house (Note 1)</b>	<b>Multi-family (Note 2)</b>	<b>Other Permitted Uses</b>
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.**

<b>Regulator</b>	<b>1-Family Detached</b>	<b>1-Family Attached (Note 1)</b>	<b>Duplex</b>	<b>Townhouse (Note 1)</b>	<b>Multi-family (Note 2)</b>	<b>Other Permitted Uses</b>
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	<del>9,500</del> <u>4,500</u>	5,000
In planned <u>unit</u> developments	4,000	2,000	4,000	2,000	<del>9,500</del> <u>3,000</u>	5,000
Minimum lot width (feet)						
In conventional development	40	20	50	25	<del>80</del> <u>60</u>	50
In planned <u>unit</u> developments	40	17.5	45	20	<del>80</del> <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)						

<b>Regulator</b>	<b>1-Family Detached</b>	<b>1-Family Attached (Note 1)</b>	<b>Duplex</b>	<b>Townhouse (Note 1)</b>	<b>Multi-family (Note 2)</b>	<b>Other Permitted Uses</b>
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.

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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: 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.**

<b>Regulator</b>	<b>1-Family Detached</b>	<b>1-Family Attached (Note 1)</b>	<b>Duplex</b>	<b>Town-house (Note 1)</b>	<b>Multi-Family (Note 2)</b>	<b>Other Permitted Uses</b>
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	<del>9,500</del> <u>4,500</u>	5,000
In planned <u>unit</u> developments	4,000	4,000	4,000	2,000	<del>9,500</del> <u>3,000</u>	5,000
Minimum lot width (feet)						
In conventional development	40	20	40	25	<del>80</del> <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

<b>Regulator</b>	<b>1-Family Detached</b>	<b>1-Family Attached (Note 1)</b>	<b>Duplex</b>	<b>Townhouse (Note 1)</b>	<b>Multi-Family (Note 2)</b>	<b>Other Permitted Uses</b>
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.

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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: 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.

ORDINANCE NO. 2025-

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.**

<b>Regulator</b>	<b>1-Family Detached</b>	<b>1-Family Attached (Note 1)</b>	<b>Duplex</b>	<b>Town-house (Note 1)</b>	<b>Multi-family (Note 2)</b>	<b>Other Permitted Uses</b>
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	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.

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

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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.

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

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

<b>Regulator</b>	<b>1-Family Detached</b>	<b>1-Family Attached (Note 1)</b>	<b>Duplex</b>	<b>Town-house (Note 1)</b>	<b>Multi-family (Note 2)</b>	<b>Other Permitted Uses</b>
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.

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**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.**

<b>Regulator</b>	<b>1-Family Detached</b>	<b>1-Family Attached (Note 1)</b>	<b>Duplex</b>	<b>Town-house (Note 1)</b>	<b>Multi-Family (Note 2)</b>	<b>Other Permitted Uses</b>
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	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.

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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.

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

2. Public Hearing 7:30pm: TIF Application by Peery Housing for 428 N 3rd Street — Parcel ID 800086090.

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

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

---

**APPLICATION TYPE**

**FINAL ACTION?**

**DEVELOPER/OWNER**

Tax - Increment Financing Application

Peery Housing, LLC/Mark Peery

**PC HEARING DATE**

**RELATED APPLICATIONS**

**PROPERTY ADDRESS, ZONING DISTRICT**

December 8, 2025

428 N 3<sup>rd</sup> St/R4 Urban Residential High  
Density District.

**ADJACENT ZONING DISTRICTS/USE:**

- North, R4, Residential – Chad & Kimberly Orwen
- South, R4, Residential – Sandra & Rudolph Nuttleman
- East, R4, Residential – Clark & Mikayla Noble
- West, R4, Residential – Freddie Redmond

**BRIEF SUMMARY OF REQUEST**

Peery Housing LLC intends to construct a 4 unit residential complex.



**APPLICATION CONTACT**

Mark Peery,  


**ANALYSIS**

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

**APPROXIMATE LAND AREA:**

0.17 acres or 7,462 square feet +/-

**LEGAL DESCRIPTION:**

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

Prepared by

Tim Dworak

City of Seward Building-Zoning-Code Enforcement Director

# **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](http://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>
<b>1</b>	\$ 4,933	<b>9</b>	\$ 4,933
<b>2</b>	\$ 4,933	<b>10</b>	\$ 4,933
<b>3</b>	\$ 4,933	<b>11</b>	\$ 4,933
<b>4</b>	\$ 4,933	<b>12</b>	\$ 4,933
<b>5</b>	\$ 4,933	<b>13</b>	\$ 4,933
<b>6</b>	\$ 4,933	<b>14</b>	\$ 4,933
<b>7</b>	\$ 4,933	<b>15</b>	\$ 4,933
<b>8</b>	\$ 4,933		
		<b>Total</b>	<b>\$73,995</b>

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

✓ **TIF QUESTIONS AND ANSWERS**

**Q) What is a substandard & blighted area?**

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

**Q) What can a substandard area contain?**

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

**Q) How was the redevelopment area created?**

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

**Q) What is the Geography of the Redevelopment Area?**

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

**Q) How does TIF work?**

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

**Q) What types of projects are eligible?**

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

**Q) How do you qualify for TIF?**

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

# Tax-Increment Financing Application

CITY OF SEWARD, NEBRASKA

COMMUNITY REDEVELOPMENT AUTHORITY (CRA)

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

## 1. Applicant Information

Business Name \_\_\_\_\_ Federal Id # \_\_\_\_\_

Contact Person for Applicant \_\_\_\_\_ Cell Phone \_\_\_\_\_

Street Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Mailing Address (if different) \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Bus. Phone \_\_\_\_\_ Bus. Fax \_\_\_\_\_

Email \_\_\_\_\_

Business Organization: \_\_\_ Proprietorship \_\_\_ Corporation \_\_\_ Partnership \_\_\_ LLC  
\_\_\_ Other, please explain: \_\_\_\_\_

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

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

## 2. ImagiNE Nebraska Act

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

## 3. Project Description

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

**4. Proposed Project Site**

Site Address \_\_\_\_\_

Current Owner \_\_\_\_\_

Legal Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**5. Physical Description of the Proposed Project**

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

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

Site Plan Attached?  Yes  No

**6. Land Use:**

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

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

c. Current Zoning of the property: \_\_\_\_\_

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

What permits would be required? \_\_\_\_\_

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

**7. Relocation**

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

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

**8. Estimated Project Costs**

a. Land Acquisition, if applicable: \$ \_\_\_\_\_

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

i. Demolition: \$ \_\_\_\_\_

ii. Grading: \$ \_\_\_\_\_

iii. Site Preparation: \$ \_\_\_\_\_

iv. Other (explain): \$ \_\_\_\_\_

c. Building Construction Cost: \$ \_\_\_\_\_

d. Other Site Improvements (explain) \$ \_\_\_\_\_

e. Equipment: \$ \_\_\_\_\_

f. Architectural and Engineering Fees: \$ \_\_\_\_\_

g. Legal Fees: \$ \_\_\_\_\_

h. Financing Costs: \$ \_\_\_\_\_

i. Broker Costs, if any: \$ \_\_\_\_\_

j. Contingencies: \$ \_\_\_\_\_

k. Other (explain): \$ \_\_\_\_\_

**Total:** \$ \_\_\_\_\_

**9. Please attach the following documentation**

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

**10. Estimated Tax Increment**

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

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

\_\_\_\_\_

\_\_\_\_\_

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

**11. Proposed Source of Financing**

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**13. Project construction schedule:**

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

**14. Municipal reference (if applicable).**

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**15. Amount of TIF request:** \$ \_\_\_\_\_

**16. Application Fee Paid:** \$ \_\_\_\_\_

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

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

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

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

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

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

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

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

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

Signature: \_\_\_\_\_

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

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

**AMENDMENT TO THE REDEVELOPMENT PLAN  
OF THE CITY OF SEWARD, NEBRASKA  
(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. 3<sup>rd</sup> 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:



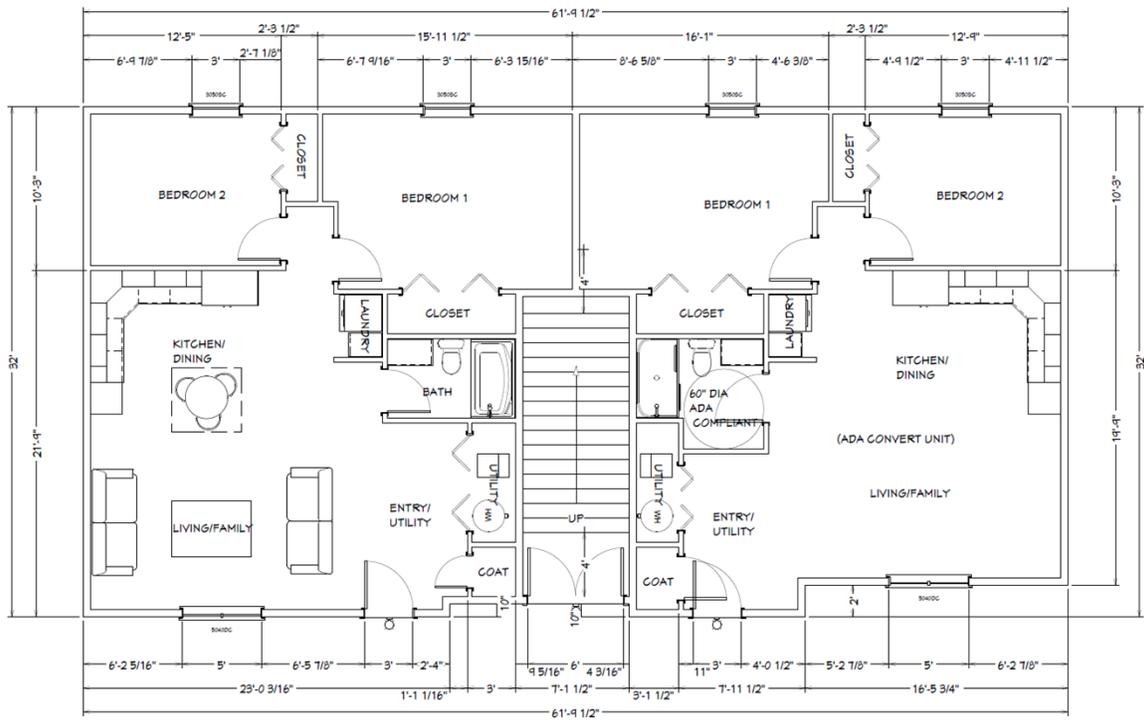
The Future Land Use Map of the Comprehensive Plan (defined below) designates the Project Site as residential and the City’s future land use concepts designate the potential future land use of the area as Mixed Density Residential.

### **The Redevelopment Project**

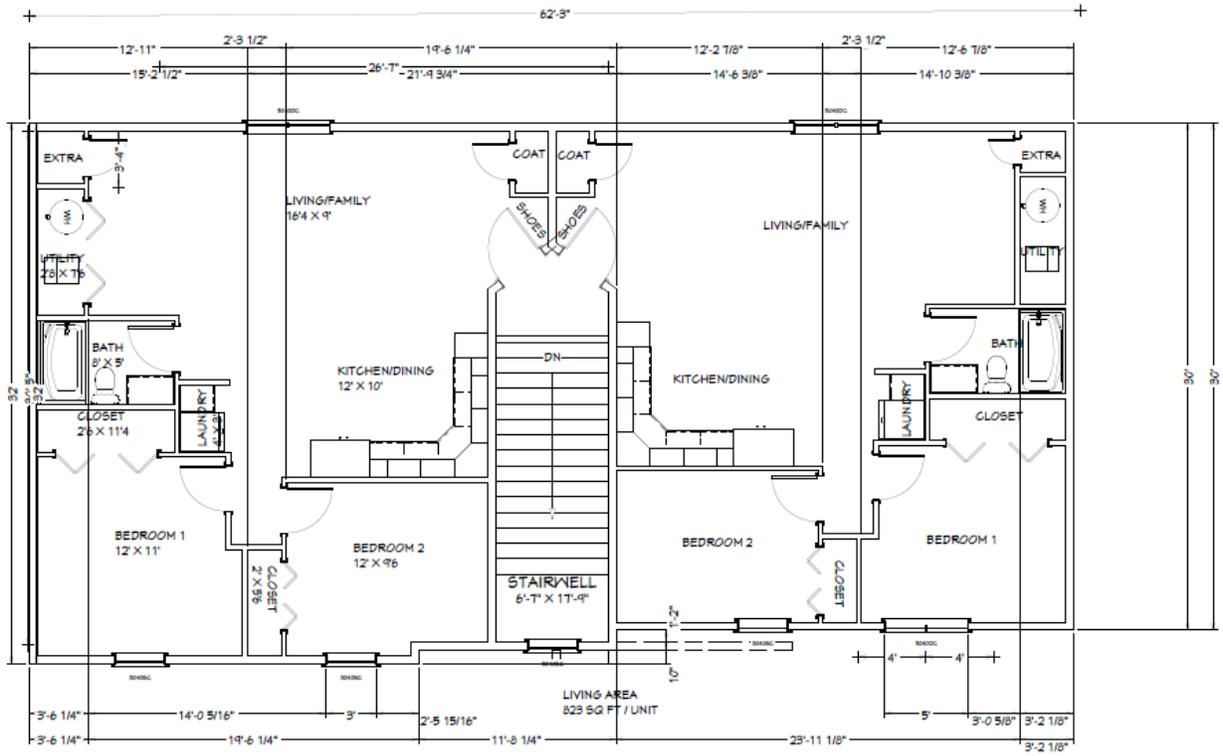
Peery Housing, LLC (“Redeveloper”) currently owns the Project Site. Pending approval of this Plan Amendment, Redeveloper intends to construct an approximately 3,500 square foot residential building on the Project Site with four (4) dwelling units, together with all related improvements (“Project”). Each 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.<sup>1</sup> 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

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<sup>1</sup> 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.<sup>2</sup>

#### 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 (3<sup>rd</sup> 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.

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<sup>2</sup> 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.

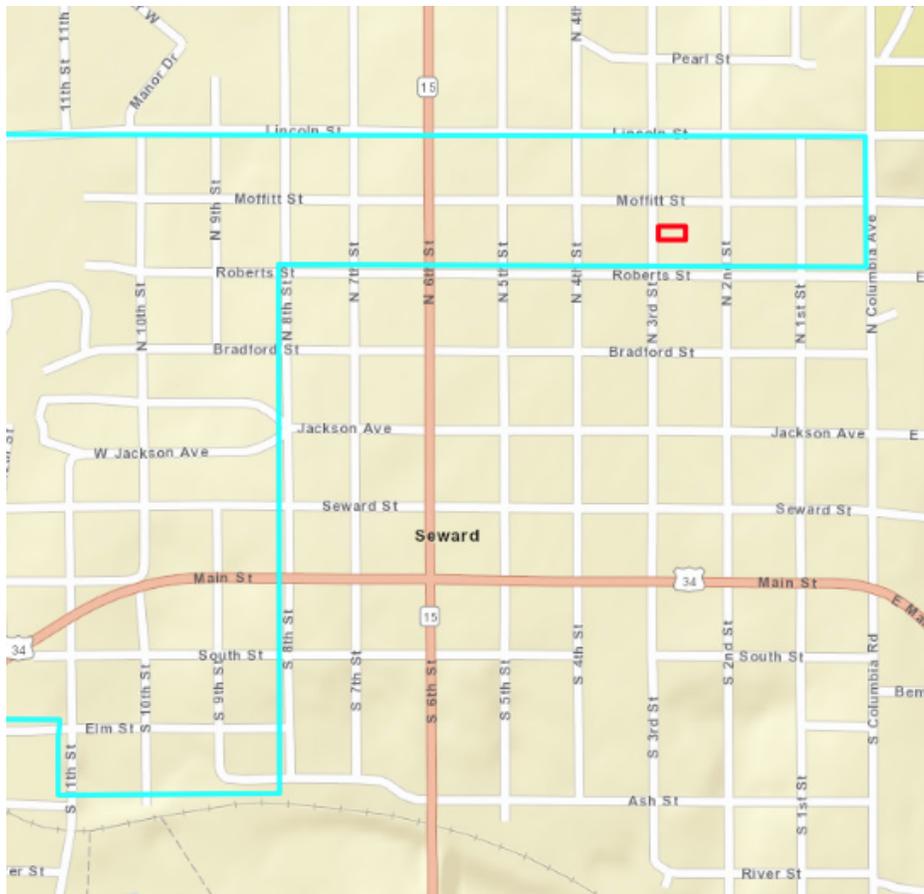
**EXHIBIT "A"**  
**Legal Description of Project Site**

**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. 3<sup>rd</sup> 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
<b>TIF Amount</b>	<b>\$104,200</b>

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
<b>Total Eligible Expenses</b>	<b>\$</b>	<b>133,927</b>

**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 16<sup>th</sup> 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
<b>Total Eligible Expenses</b>	<b>\$133,926</b>

**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 31<sup>st</sup> 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**

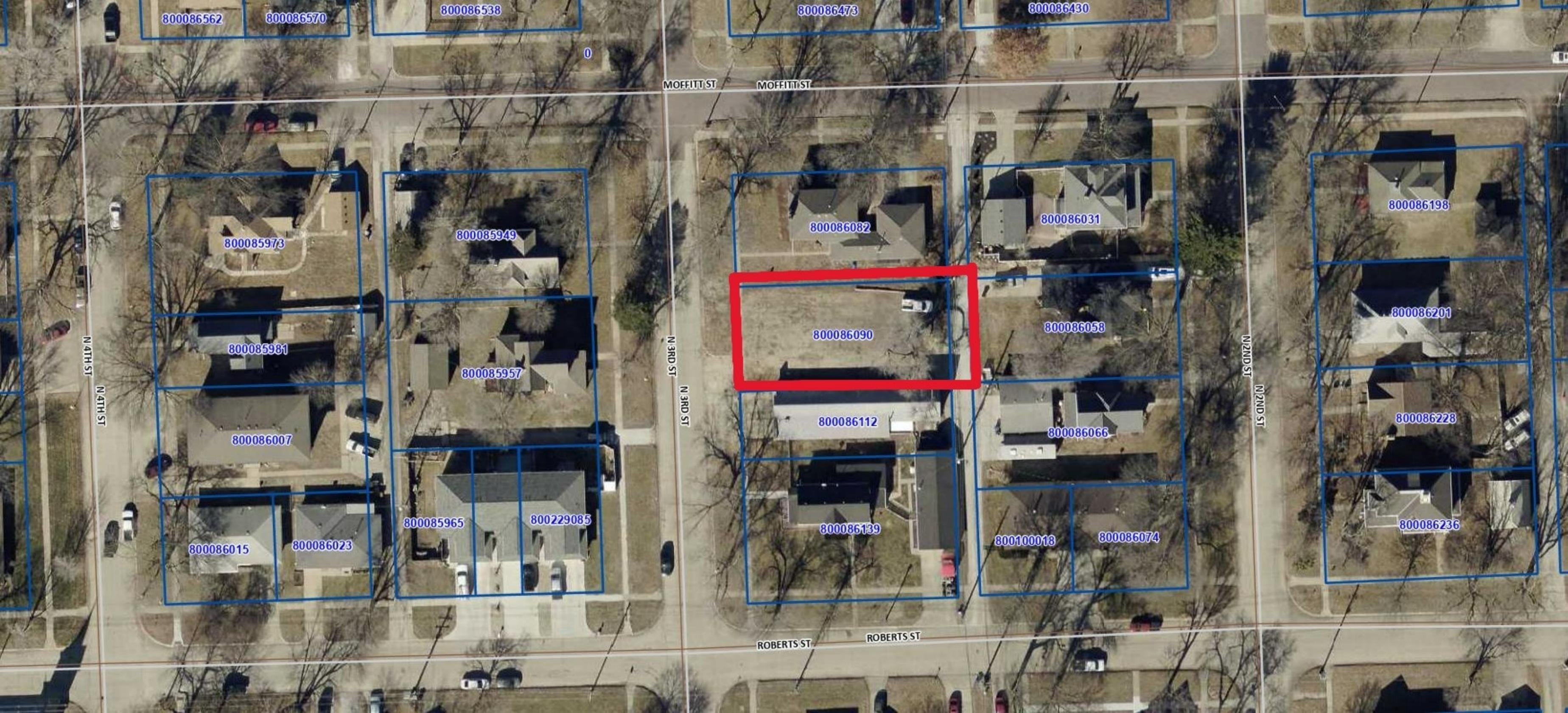
Peery Housing, LLC, a Nebraska  
limited liability company

By: \_\_\_\_\_  
Mark Peery, Manager

COPIES OF PROOF OF PAYMENT ARE ATTACHED HERETO.

**Approved the by Chairman of the CRA:**

\_\_\_\_\_  
Timothy Moll, Chairman



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MOFFITT ST

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800086236

ROBERTS ST

ROBERTS ST



**PLANNING COMMISSION  
CITY OF SEWARD, NEBRASKA**

**RESOLUTION # \_\_\_\_\_**

(Amendment to Redevelopment Plan – Peery Housing Redevelopment Project)

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

**RECITALS**

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

B. Notice of public hearing regarding the question of whether the Redevelopment Plan should be recommended to the City Council and ultimately be adopted and approved by the City was provided in conformity with the Open Meetings Act, Neb. Rev. Stat. § 84-1407 et seq., the Community Development Law, Neb. Rev. Stat. §§ 18-2115 and 18-2115.01, and Nebraska law.

C. On December 8, 2025, the Planning Commission held a public hearing relating to the question of whether the Amendment to the Redevelopment Plan should be recommended to the City Council and ultimately be adopted and approved by the City. All interested parties were afforded at such public hearing a reasonable opportunity to express their views respecting the submitted question.

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

NOW THEREFORE, it is found and recommended by the Planning Commission of the City of Seward, Nebraska, in accordance with the Community Development Law, Neb. Rev. Stat. §§ 18-2101 through 18-2158 (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 Amendment to the Redevelopment Plan will, in accordance with the present and future needs of the City of Seward, promote the health, safety, morals, order, convenience, prosperity, and the general welfare of the community in conformance with the legislative declarations and determinations set forth in the Act.
3. The Amendment to the Redevelopment Plan is in conformance with the general plan for development of the City of Seward as a whole, as set forth in the City of Seward Comprehensive Plan, as amended.

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

Passed and approved by the Planning Commission on this 8th day of December, 2025.

PLANNING COMMISSION OF THE CITY  
OF SEWARD, NEBRASKA

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

3. Public Hearing 7:30pm: review a rezone application for a part of the Southeast Quarter of the Southwest Quarter of Section 21, Township 11 North, Range 3 East of the 6th P.M., City of Seward, Seward County, Nebraska.

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

Staff Report

Tim Dworak, Building/Zoning &  
Code Enforcement Director

402-643-2928 opt 3 opt 1

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<u>APPLICATION TYPE</u>	<u>FINAL ACTION?</u>	<u>DEVELOPER/OWNER</u>
Rezone		Austin Weber

<u>PC HEARING DATE</u>	<u>RELATED APPLICATIONS</u>	<u>PROPERTY ADDRESS, ZONING DISTRICT/USE</u>
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

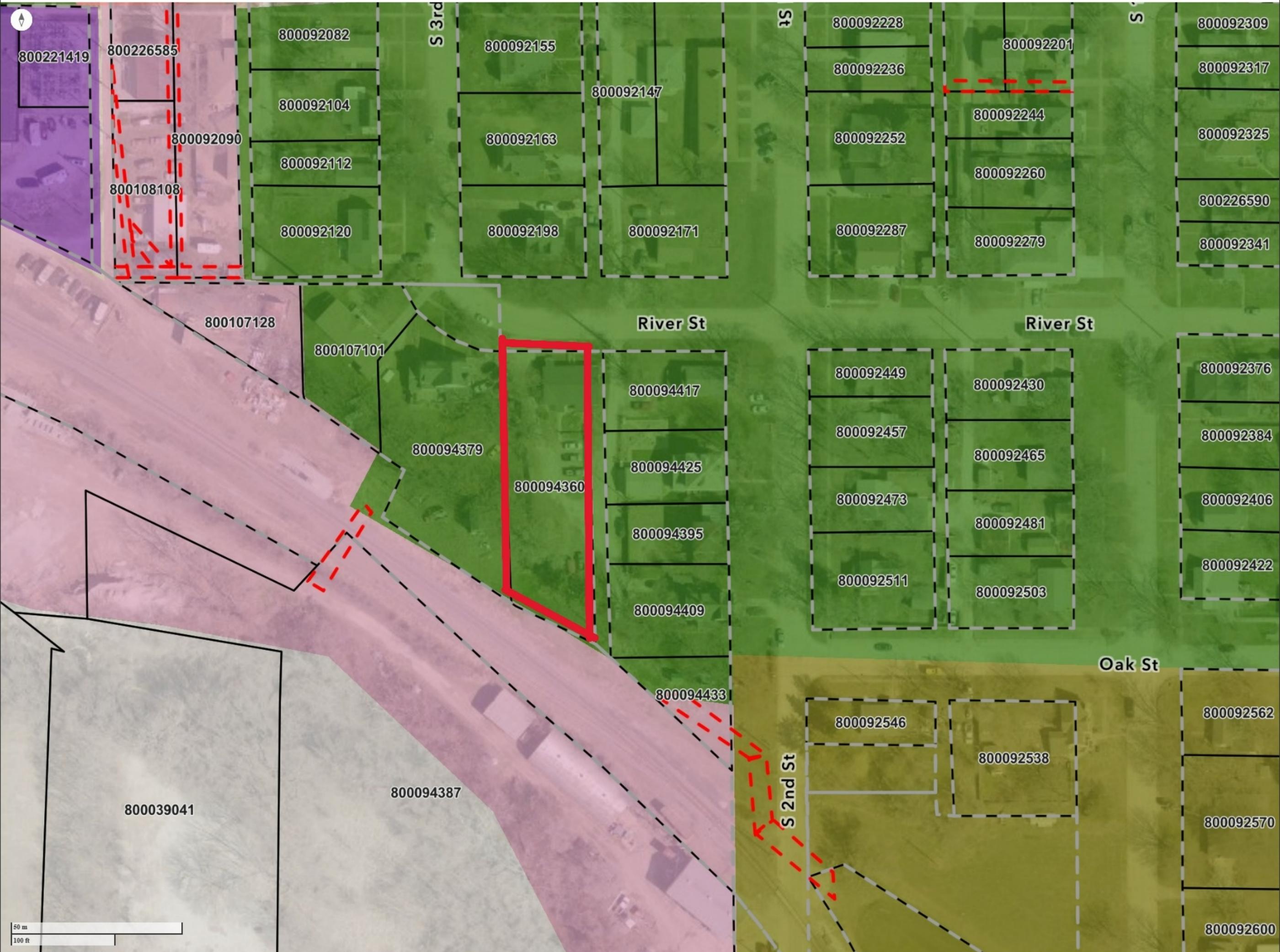
Amend the text or district regulations as follows: NA

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



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800108108

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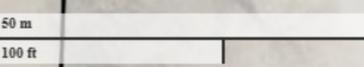
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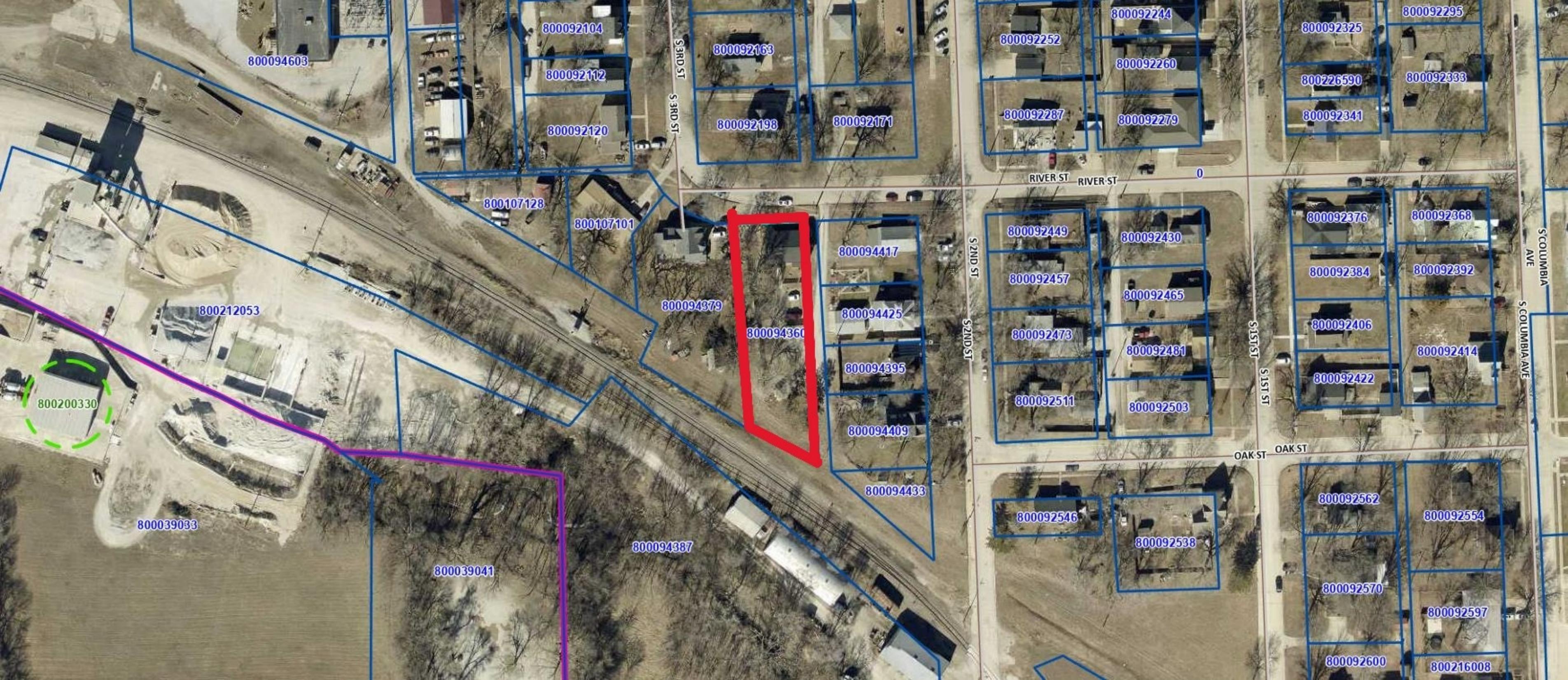
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800092562

800092554

OAK ST

OAK ST

800092570

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S COLUMBIA AVE

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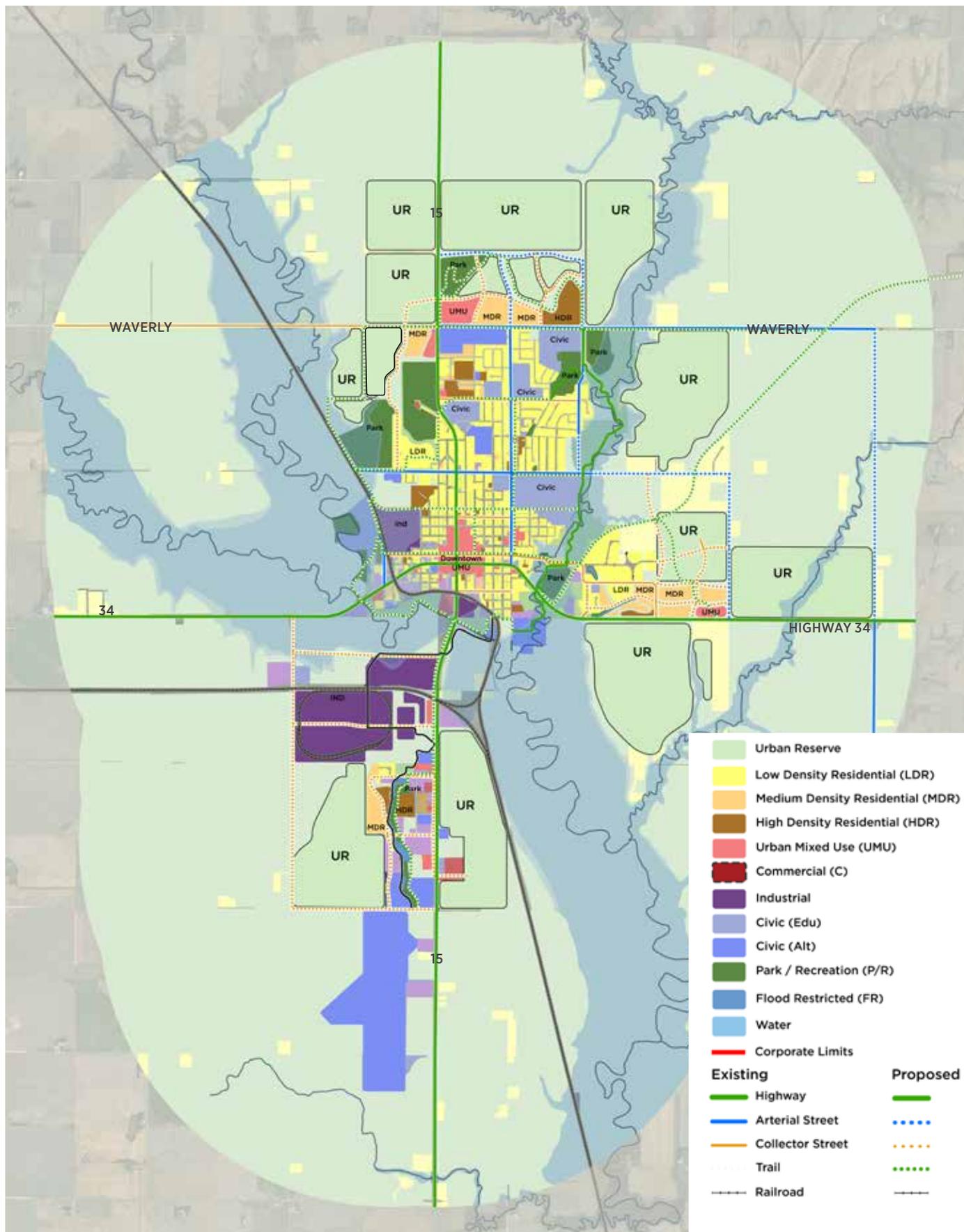


Figure 3.4: Future Land Use Map

**§ 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.**

<b>Regulator</b>	<b>Permitted Uses</b>
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.

<b>Table 33B Bufferyard Requirements (feet)</b>			
<b>District A (More Intensive District) (Note 3)</b>	<b>District B (Less Intensive Adjacent District)</b>		
	<b>AG, RR (Note 1)</b>	<b>R-1, R-2, R-3 (Note 1)</b>	<b>R-4 (Note 1)</b>
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.

ORDINANCE NO. 2025-

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 2<sup>ND</sup> 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

4. Public Hearing 7:30pm: review a rezone application for a part of the Northwest Quarter of Section 17, Township 11 North, Range 3 East of the 6th P.M., Seward County, Nebraska.

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

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

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**APPLICATION TYPE**

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.



**APPLICATION CONTACT**

Darin Urwin, [REDACTED]

[REDACTED]

## **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 Premise  
Land or Structures 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

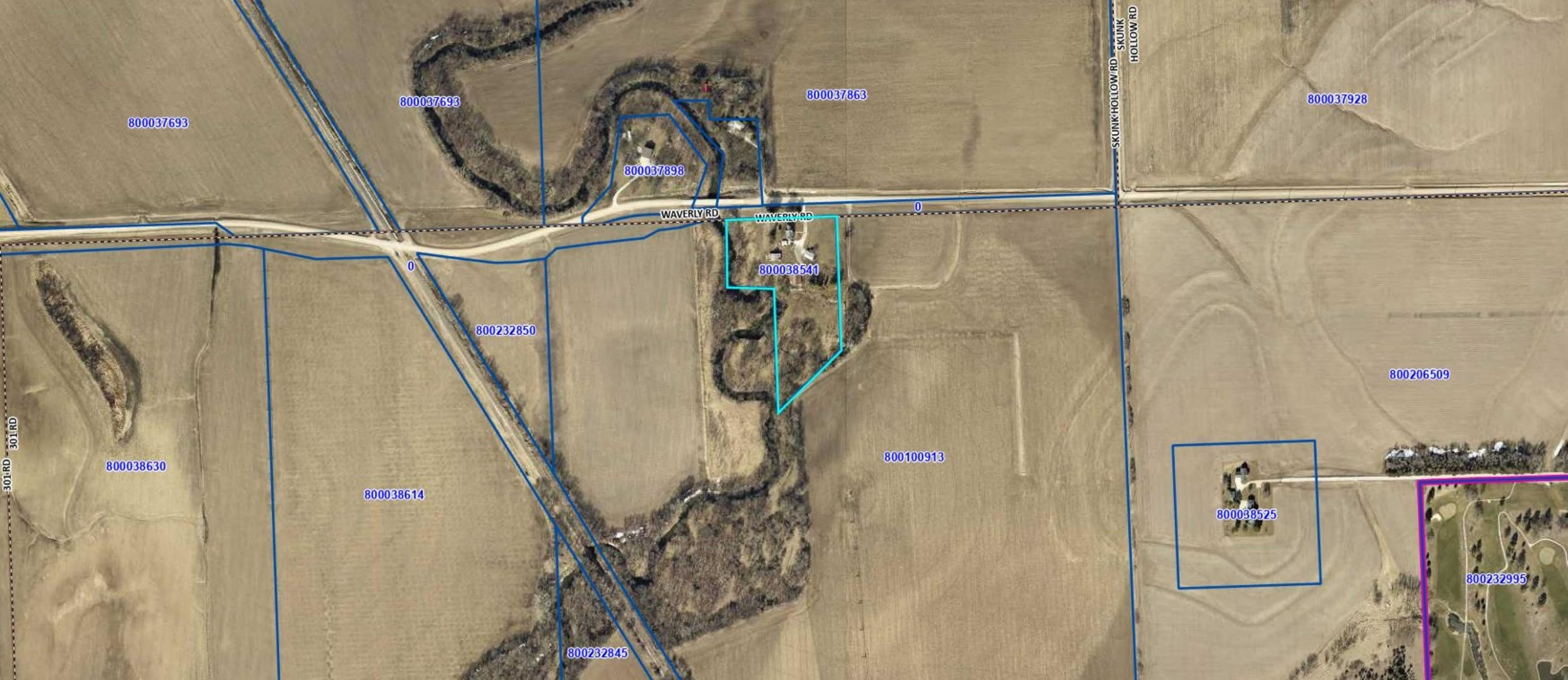
Amend the text or district regulations as follows: \_\_\_\_\_

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: 



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WAVERLY RD

WAVERLY RD

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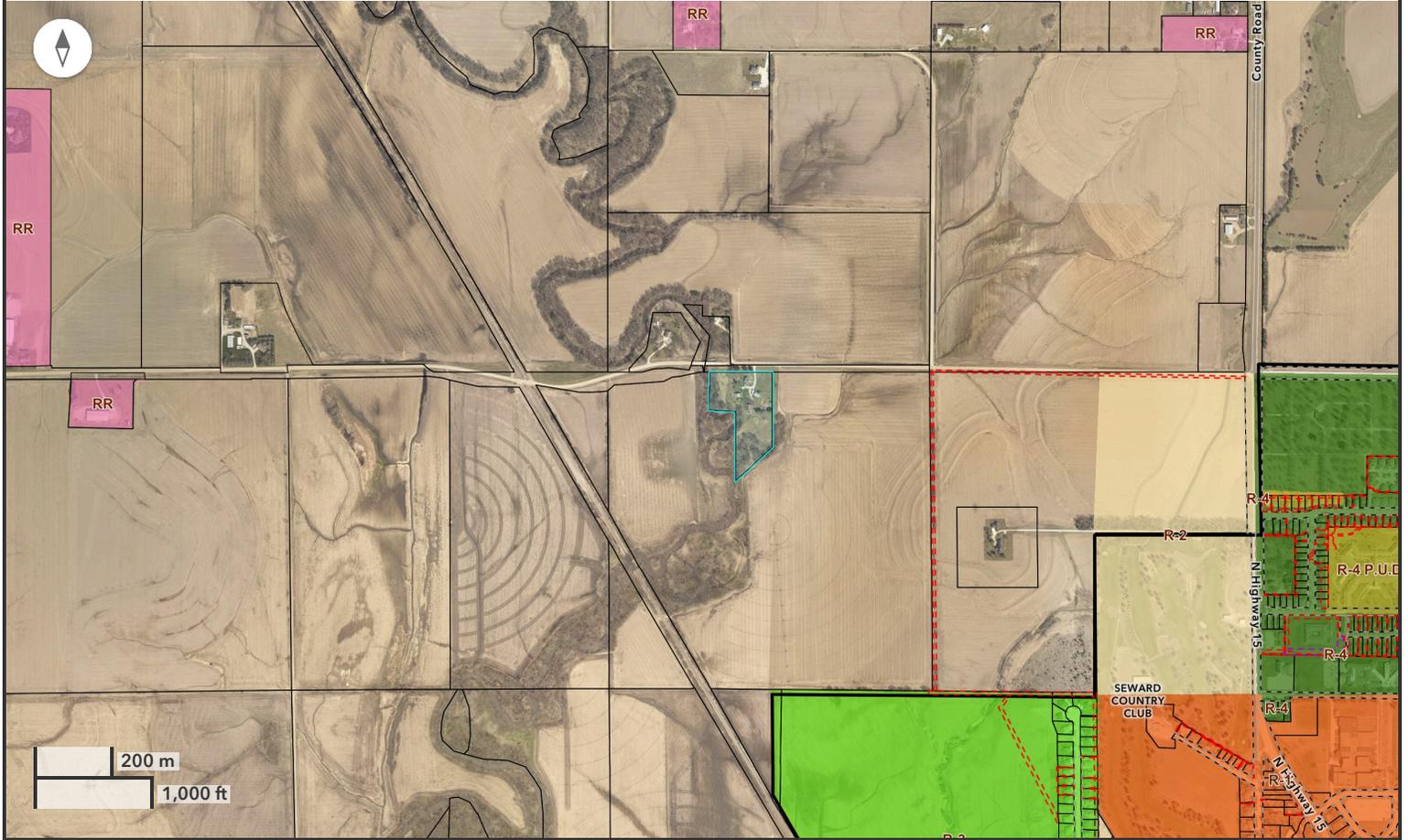
301 RD

SKUNK-HOLLOW RD

SKUNK HOLLOW RD



# 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

ORDINANCE NO. 2025-

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

5. Public Hearing 7:30pm: review a rezone application for a part of the Southwest Quarter of the Southwest Quarter of Section 28, Township 11 North, Range 3 East of the 6th P.M., Seward County, Nebraska.

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

Staff Report

Tim Dworak, Building/Zoning &  
Code Enforcement Director

402-643-2928 opt 3 opt 1

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<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 6<sup>TH</sup> 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 6<sup>TH</sup> 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: \_\_\_\_\_ Email: \_\_\_\_\_

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

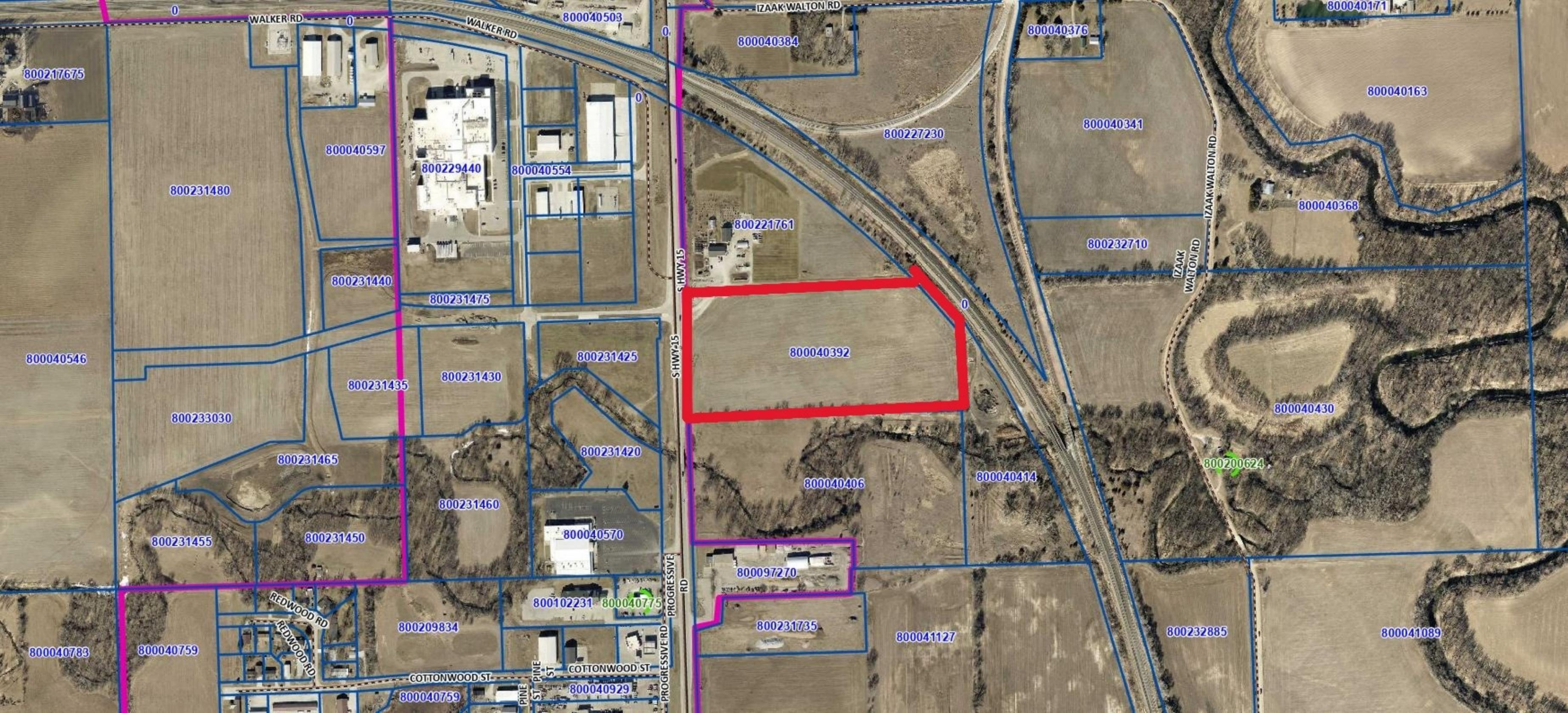
Amend the text or district regulations as follows: \_\_\_\_\_

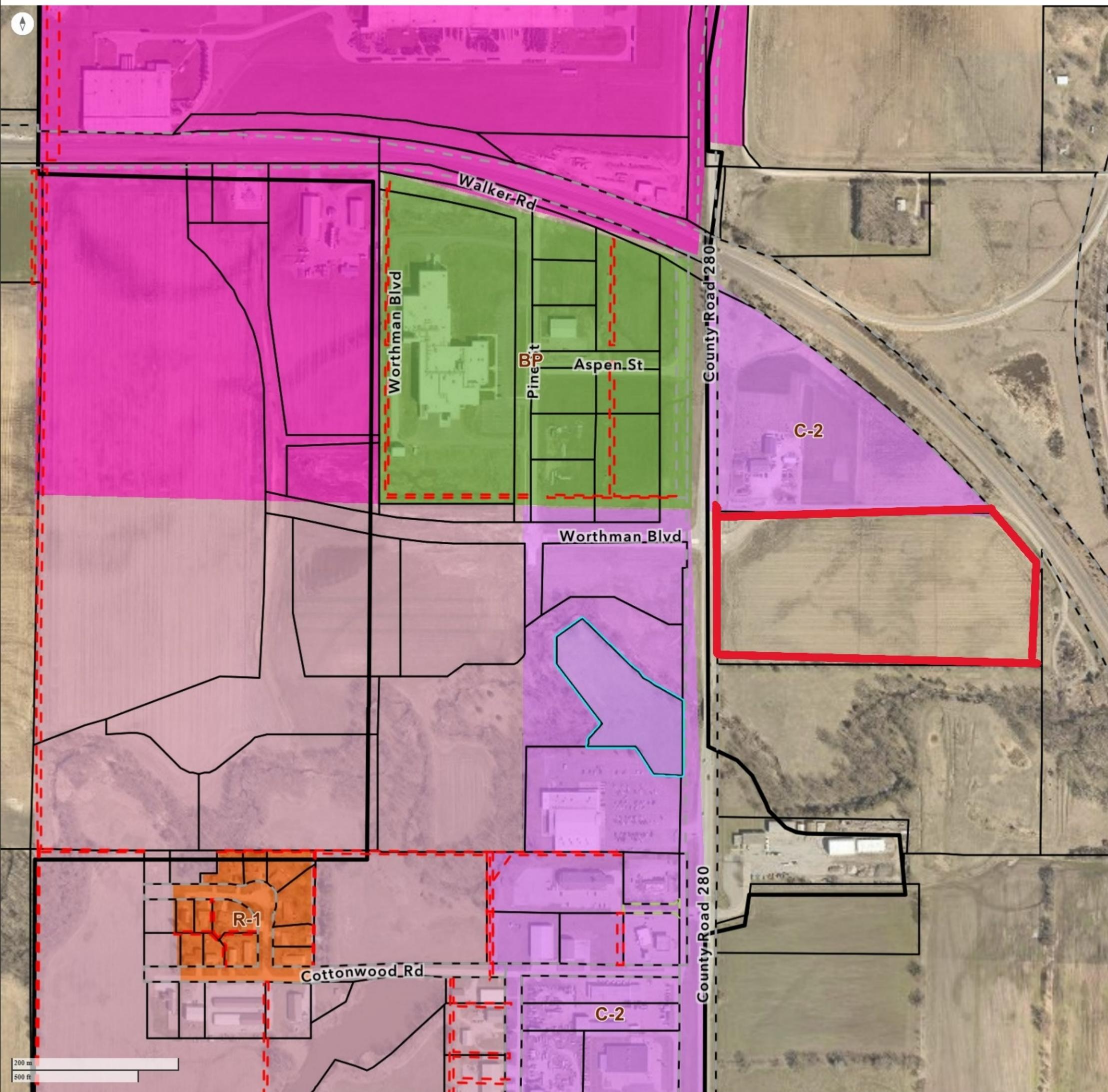
To permit the following improvement or use: \_\_\_\_\_

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: Jerry Rummery





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

ORDINANCE NO. 2025-

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 6<sup>TH</sup> 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 6<sup>TH</sup> 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

**ADMINISTRATIVE ITEMS  
REPORTS**

1. Report on Meetings Attended

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

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

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

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Derek Bargmann, City Clerk

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Date