



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

Tuesday, July 21, 2026

7:00 PM

Municipal Building Council Chambers

NOTICE IS HEREBY GIVEN that a meeting of the City Council of the City of Seward, Nebraska will be held at 7:00 PM on Tuesday, July 21, 2026, in the Council Chambers, 142 N 7th Street, Seward, Nebraska in which the meeting will be open to the public. The Mayor and City Council reserve the right to adjourn into Closed Session as per Section 84-1410 of the Nebraska Revised Statutes. An Agenda for such meeting, kept continually current, is available at the Office of the City Clerk, 537 Main Street, Seward, Nebraska, during normal business hours. Individuals requiring physical or sensory accommodations, who desire to attend or participate, please contact the City Clerk's Office at 402.643.2928 no later than 3:30 PM on the Friday preceding the Council Meeting. City financial claims and related invoices will be available for Council member review, audit, and voluntary signatures at the meeting location beginning 30 minutes prior to the scheduled meeting time.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

DISCLOSURE OF OPEN MEETINGS ACT & OTHER NOTIFICATIONS

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

ROLL CALL

CONSENT AGENDA

1. City Codes Director Report

CURRENT YEAR: June 2026

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	1	\$ 2,218.90	\$ 275,602.68
REMODEL/ADDIT.	11	\$ 11,581.05	\$ 6,204,916.00
ACCESSORY	20	\$ 3,619.80	\$ 1,226,991.08
RELOCATE	6	\$ 250.00	\$ 38,805.24
ELECTRIC			
PLUMBING	9	\$ 985.00	
MECHANICAL	13	\$ 1,300.00	
SEWER TAP	1	\$ 250.00	
TEMP. WATER	1	\$ 120.00	
WATER TAP	1	\$ 838.00	
TEMP. ELEC.	1	\$ 50.00	
ELECTRIC SER.	1	\$ 200.00	
TOTALS	65	\$ 21,412.75	\$ 7,746,315.00

LAST YEAR: June 2025

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	3	\$ 17,884.90	\$ 11,381,716.43
REMODEL/ADDIT.	14	\$ 2,792.40	\$ 839,225.00
ACCESSORY	9	\$ 272.60	\$ 15,445.80
RELOCATE	4	\$ 100.00	\$ 14,562.00
ELECTRIC		\$ -	\$ -
PLUMBING	11	\$ 635.00	\$ -
MECHANICAL	4	\$ 780.00	\$ -
SEWER TAP	1	\$ 250.00	\$ -
TEMP. WATER	1	\$ 120.00	\$ -
WATER TAP	1	\$ 838.00	\$ -
TEMP. ELEC.	1	\$ 50.00	\$ -
ELECTRIC SER.	1	\$ 200.00	\$ -
TOTALS	50	\$ 23,922.90	\$ 12,250,949.23

YEAR TO DATE January to December 2026

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	19	\$ 47,891.31	\$ 8,112,098.94
REMODEL/ADDIT.	56	\$ 19,375.17	\$ 8,466,773.04
ACCESSORY	64	\$ 6,856.55	\$ 2,035,523.49
RELOCATE	18	\$ 1,157.00	\$ 348,138.90
ELECTRIC		\$ -	\$ -
PLUMBING	49	\$ 4,610.00	\$ -
MECHANICAL	50	\$ 5,300.00	\$ -
SEWER TAP	17	\$ 3,800.00	\$ -
TEMP. WATER	15	\$ 1,800.00	\$ -
WATER TAP	17	\$ 13,408.00	\$ -
TEMP. ELEC.	15	\$ 750.00	\$ -
ELECTRIC SER.	18	\$ 3,200.00	\$ -
TOTALS	338	\$ 108,148.03	\$ 18,962,534.37

YEAR TO DATE January to December 2025

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	17	\$ 72,658.77	\$ 31,621,314.17
REMODEL/ADDIT.	60	\$ 8,868.35	\$ 2,204,112.37
ACCESSORY	52	\$ 2,234.34	\$ 463,500.89
RELOCATE	31	\$ 3,577.70	\$ 1,557,172.25
ELECTRIC		\$ -	\$ -
PLUMBING	60	\$ 4,630.00	\$ -
MECHANICAL	37	\$ 5,476.00	\$ -
SEWER TAP	14	\$ 3,300.00	\$ -
TEMP. WATER	13	\$ 1,560.00	\$ -
WATER TAP	14	\$ 14,319.00	\$ -
TEMP. ELEC.	13	\$ 650.00	\$ -
ELECTRIC SER.	14	\$ 5,100.00	\$ -
TOTALS	325	\$ 122,374.16	\$ 35,846,099.68

OPEN Property Maintenance Code Violation Report

					7/16/2026
Property Address	Violation Type	Deadline	Owner Information	Delivery Type	Status
2026					
437 S 6th St	Protective coating, roof covering, trash		Verlin Miller 2326 Holdrege Rd Milford, NE 68405	In person	Property has been sold to the neighbor and closed on July 2nd. Chief Mifflin is in contact with the new owners and scheduling a training burn by end of August. Andy Hartman has been contracted to clean the site after the burn has been completed. All utilities have been disconnected.
250 Shannon Rd	Weeds	6/15/2026	Vicki Hiser	Phone Call	CSO Arena made contact with the owner. Informed her that everything needed to be less than a foot tall, and it needed to be done my Monday.
2945 Progressive	Grass	6/15/2026	Hung Dao	Phone Call	CSO Arena made contact with the owner. Informed the owner they have till Monday to get it mowed or the City will come and do it. CSO Arena told the owner, going forward a notice will be posted on the property for notification.
804 Twin Oaks Rd	Grass	6/15/2026	LE Family Estates	Phone Call	CSO Arena made contact with the owner. Informed the owner they have till Monday to get it mowed or the City will come and do it. CSO Arena told the owner, going forward a notice will be posted on the property for notification.
811 Twin Oaks Rd	Grass	6/3/2026	Twin Oaks Place, Randy Skillin Dallas Waller, Manager	Phone Call/In Person/Letter	CSO Arena made contact with the property manager and stated the grass needed to be mowed by May 26th. It was not completed. A letter was mailed and posted June 3rd stating they have 3 days to mow. It was mowed by the given timeframe.
2945 Progressive	Grass	5/20/2026	Hung Dao	Phone Call	CSO Arena made contract with the owner. He stated that it needs to be done by next week. It was mowed over the weekend.
804 Twin Oaks Rd	Grass	5/20/2026	LE Family Estates	In Person	CSO Arena made contact with one of the tenants. They stated each tenant had a specific area to maintain. CSO Arena stated it needs to be done by next week. They tenants mowed over the weekend.

OPEN Property Maintenance Code Violation Report

725 N 6th St	Grass/Weeds/Tree Limb	5/20/2026	Webs Rentals	Phone Call	CSO Arena made contact with the owner. The owner stated he will have the tenants mow. If the don't the owner will get it done by the deadline
739 N 6th Street	Grass/Weeds	5/20/2026	William Hudson	Phone Call	CSO Arena made contact with the owner and stated they had through the weekend to get the yard taken care of.
757 N 6th Street	Truck Parking Across Sidewalk	5/20/2026	Loretta Jelinek	In Person	Tim Dworak made contact with the family. The truck was moved on 5-16-2026
1669 Eastridge Ave	Nuisance and rodent issue		Jane Allenback	In person	CSO Arena made contact. After review of the property Arena made contact with Aging Services and TASC for assistance in cleaning up the property. Arena is expecting a follow up report and progress time line for clean up no later than Friday 4/17
320 Lincoln St Apt 6	Egress Window	4/9/2026	SVP Properties 6830 Marcus Rd Lincoln NE 68516	Certified Mail	Tenant stated their bedroom window is no longer operable. 3-5-2026 Dworak and Officer Garcia met with the tenant to inspect the window. The window as not operable and was nailed shut. Letters are going out the week of 3-9-2026 to the SVP Properties (owner) and Arrow Capital (property management).
709 S Columbia Ave	Storm damaged accessory garage	4/6/2026	Arnold Wied	In Person	The Family decided to no longer have Gary Rolf help with the removal. A letter was sent on Friday 3-6-2026 informing the current owner it needs to be fixed or removed. Gary Rolf with help from the family has organized a group of individuals to remove the building and clean the site.No permit has been issued and no date has been set for the demolition.
430 N 2nd	Dead Tree	1/26/2026	Gerwick Trustee	Phone Call	Tree was removed by Witt 360. Property owner called and informed us Witt 360 will take the tree down the week of 1-26-2026.

2. City Treasurer Report

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

Pledged Securities Detail
June 30, 2026

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Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/Pl	CUSIP Description S&P	Rate	Moody	State	Ticket-#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values			Market Value Collateral Value
										Par Value Book Value	Carrying Value Interest Rec		
PLEDGE: CITY OF SEWARD (02)													
CMO	3137AWUJ78	1.250			185157011-1		12/15/2027	1,500,000.00	1,500,000.00	46.22	46.06	46.06	46.06
FHR	FHR 4145 AC						12/1/2012						
D02/02							AFS	46.22	100.00%	46.22	0.05		46.11
GNMA	36176W2B6	4.000			185168920-1		12/15/2026						
GNMA	GNMA POOL 778670						12/1/2011	560,000.00	560,000.00	1,382.80	1,381.18	1,381.18	1,381.18
D02/02							AFS	1,382.80	100.00%	1,386.66	4.61	1,385.79	1,385.79
MBS	3128CUV29	2.500			177020851-1		2/1/2033						
FGLM	FHLMC POOL G30633						2/1/2013	1,000,000.00	1,000,000.00	107,655.07	103,280.36	103,280.36	103,280.36
D02/02							AFS	107,655.07	100.00%	111,077.45	224.28	103,504.64	103,504.64
MBS	3128MDW74	3.500			177039340-1		12/1/2028						
FGLM	FHLMC POOL G14970						12/1/2013	1,450,000.00	1,450,000.00	50,864.35	50,432.94	50,432.94	50,432.94
D02/02							AFS	50,864.35	100.00%	51,831.74	148.35	50,581.29	50,581.29
MBS	3128QQGL5	4.000			185147609-1		5/1/2027						
FGLM	FHLMC POOL J19203						5/1/2012	425,000.00	425,000.00	1,916.02	1,909.94	1,909.94	1,909.94
D02/02							AFS	1,916.02	100.00%	1,927.35	6.39	1,916.33	1,916.33
MBS	31329KRS5	3.000			177051131-1		4/1/2033						
FGLM	FHLMC POOL ZA2297						9/1/2018	1,000,000.00	1,000,000.00	107,859.25	102,990.73	102,990.73	102,990.73
D02/02							AFS	107,859.25	100.00%	104,357.35	269.65	103,260.38	103,260.38
MBS	3132A8S34	2.500			177051143-1		1/1/2031						
FGLM	FHLMC POOL ZS7738						9/1/2018	860,000.00	860,000.00	85,005.06	82,068.11	82,068.11	82,068.11
D02/02							AFS	85,005.06	100.00%	82,638.33	177.09	82,245.20	82,245.20
MBS	3138AMK38	4.500			185158473-1		7/1/2026						
FNMA	FNMA POOL AT7513						7/1/2011	500,000.00	500,000.00	46.96	46.84	46.84	46.84
D02/02							AFS	46.96	100.00%	46.96	0.18	47.02	47.02
MBS	3138EJLQ9	4.000			185159924-1		7/1/2027						
FNMA	FNMA POOL AL2134						7/1/2012	443,000.00	443,000.00	2,021.58	2,006.76	2,006.76	2,006.76
D02/02							AFS	2,021.58	100.00%	2,033.81	6.74	2,013.50	2,013.50
MBS	3138EKR09	3.500			185160071-1		2/1/2028						
FNMA	FNMA POOL AL3191						2/1/2013	500,000.00	500,000.00	3,520.52	3,493.20	3,493.20	3,493.20
D02/02							AFS	3,520.52	100.00%	3,550.25	10.27	3,503.47	3,503.47

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

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

Pledged Securities Detail
June 30, 2026

H231
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Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Moody	Rate	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		
									Par Value Book Value	Carrying Value Interest Rec	Market Value Collateral Value
MBS FNMA D02/02	3138EXJ9 FNMA POOL AL3380		5.500	177039338-1		1/1/2034	2,000,000.00	2,000,000.00	114,385.14	115,708.26	115,708.26
						3/1/2013	114,385.14	100.00%	122,965.03	524.27	116,232.53
			4.000	185160221-1		10/1/2028	1,000,000.00	1,000,000.00	8,082.30	8,043.72	8,043.72
MBS FNMA D02/02	3138ELY4 FNMA POOL AL4309					10/1/2013	8,082.30	100.00%	8,179.59	26.94	8,070.66
			4.000	185160242-1		2/1/2027	575,000.00	575,000.00	125.62	126.20	126.20
						12/1/2013	126.62	100.00%	127.13	0.42	126.62
			3.500	184006560-1		3/1/2029	2,000,000.00	631,641.94	21,418.14	21,265.64	21,265.64
MBS FNMA D02/02	3138EMPD7 FNMA POOL AL4919					2/1/2014	67,817.34	31.58%	21,848.80	62.47	21,328.11
			3.500	176002956-1		11/1/2030	1,050,000.00	1,050,000.00	84,375.55	81,388.24	81,388.24
						1/1/2016	84,375.55	100.00%	87,079.49	246.10	81,634.34
			3.000	178000698-1		1/1/2030	1,160,000.00	1,160,000.00	52,801.94	51,579.18	51,579.18
MBS FNMA D02/02	3140FBGJ3 FNMA POOL BD3800		2.000	177051139-1		12/1/2014	52,801.94	100.00%	53,915.84	132.00	51,711.18
						7/1/2031	1,375,000.00	1,375,000.00	161,792.98	154,160.82	154,160.82
						7/1/2016	161,792.98	100.00%	156,497.10	269.65	154,430.47
			2.500	177039342-1		12/1/2029	1,750,000.00	1,750,000.00	94,266.39	91,638.57	91,638.57
MBS FNMA D02/02	3140J5EA3 FNMA POOL BM1028					3/1/2017	94,266.39	100.00%	95,379.11	195.39	91,834.96
			2.500	185164038-1		12/1/2029	300,000.00	300,000.00	16,159.95	15,709.47	15,709.47
						3/1/2017	16,159.95	100.00%	16,185.80	33.67	15,743.14
			3.000	185165786-1		11/1/2026	1,000,000.00	1,000,000.00	1,462.75	1,455.25	1,455.25
MBS FNMA D02/02	3141BAAC2 FNMA POOL MA0902					10/1/2011	1,462.75	100.00%	1,463.80	3.66	1,468.91
			3.000	177011537-1		10/1/2032	800,000.00	800,000.00	60,990.34	58,089.84	58,089.84
						9/1/2012	60,990.34	100.00%	62,959.76	152.48	58,242.32

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

Pledged Securities Detail
June 30, 2026

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Report Sequence: sgrp, CUSIP, Ticket

SGrp	STyp	CUSIP	Description	Loc/PI	S&P	Rate		Ticket-P#	Call Type	Maturity Dt	Pledge Values			Total Face	Pledged Face	Carrying Value	Market Value
						Moody	State				Total Par	% of Total	Par Value				
MBS	FNMA	31418AVK1	FNMA POOL MA1517			3.000		177039341-1		7/1/2028			1,000,000.00	1,000,000.00	31,260.66	30,850.41	30,850.41
D02/02										AFS			31,260.66	100.00%	31,545.27	78.15	30,928.56
MBS	FNMA	31418BSR3	FNMA POOL MA2655			4.000		177020853-1		6/1/2036			410,000.00	410,000.00	62,298.14	61,096.21	61,096.21
D02/02										AFS			62,298.14	100.00%	65,502.00	207.66	61,303.87
MBS	FNMA	31418DRM6	FNMA POOL MA4091			2.000		177046216-1		8/1/2030			610,000.00	610,000.00	111,701.32	107,220.47	107,220.47
D02/02										AFS			111,701.32	100.00%	109,703.70	186.17	107,406.64
MBS	FNMA	31418EA83	FNMA POOL MA4530			1.500		177048016-1		2/1/2032			179,142.00	167,163.35	72,865.79	68,162.60	68,162.60
D02/02										AFS			78,087.23	93.31%	70,329.67	91.08	68,253.68
MUNI	GO	25887CAZ1	DOUGLAS CNTY NEB S&I #540			2.250	NE	177039343-1	Cont	1/1/2034			120,000.00	120,000.00	120,000.00	100,632.13	100,632.13
D02/02									1/1/2027	1/5/2022			120,000.00	100.00%	120,000.00	1,350.00	101,982.13
MUNI	GO	259290EB6	DOUGLAS CNTY NE SAN & IMPT DIS			3.100	NE	185142828-1	Contin	8/15/2030			150,000.00	150,000.00	150,000.00	143,030.72	143,030.72
D02/02									7/1/2026	6/15/2016			150,000.00	100.00%	150,000.00	1,756.67	144,787.39
MUNI	GO	259305DT4	DOUGLAS CNTY NEB S&I #499			2.500	NE	178003667-1	Cont	3/1/2036			150,000.00	150,000.00	150,000.00	122,482.02	122,482.02
D02/02									3/1/2027	3/1/2022			150,000.00	100.00%	150,000.00	1,250.00	123,732.02
MUNI	GO	25930TBJ6	DOUGLAS CNTY NEB SANI & #421			2.900	NE	184003054-1	Cont	11/15/2036			50,000.00	50,000.00	50,000.00	50,000.83	50,000.83
D02/02									7/1/2026	5/19/2020			50,000.00	100.00%	50,000.00	185.28	50,186.11
MUNI	GO	25931BEG7	DOUGLAS CNTY NEB SAN & IMPT DI			2.750	NE	184010678-1	Cont	5/1/2035			175,000.00	175,000.00	175,000.00	147,009.90	147,009.90
D02/02									7/1/2026	5/3/2021			175,000.00	100.00%	175,000.00	802.08	147,811.98
MUNI	GO	25931LCN2	DOUGLAS CNTY NE SAN & IMPT			2.700	NE	185142862-1	Contin	11/15/2028			170,000.00	170,000.00	170,000.00	164,780.76	164,780.76
D02/02									7/1/2026	11/15/2016			170,000.00	100.00%	170,000.00	586.50	165,367.26
MUNI	GO	25931VBN1	DOUGLAS CNTY NE SAN & IMPT			3.500	NE	185142866-1	Contin	8/15/2032			50,000.00	50,000.00	50,000.00	47,179.50	47,179.50
D02/02									7/1/2026	7/27/2017			50,000.00	100.00%	50,000.00	661.11	47,840.61

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Cattle Bank & Trust (052)

Investment Portfolio (1)

Report Sequence: sgrp, CUSIP, Ticket

Pledged Securities Detail

June 30, 2026

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SGRP STyp Loc/PI	CUSIP Description S&P	Moody	Rate	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		Carrying Value Interest Rec	Market Value	
										Par Value Book Value			Collateral Value	
MUNI GO D02/02	25931VCF7 DOUGLAS CNTY NEB SAN #471		2.350	NE	177020849-1	Cont 7/1/2026 100.000	8/15/2035 2/19/2021 AFS	100,000.00 100,000.00	100.00% 100.00%	100,000.00 100,000.00		88,118.18 887.78	88,118.18 89,005.96	
MUNI GO D02/02	25933BEB6 DOUGLAS CNTY NEB SAN & IMPT DI		3.000	NE	184003099-1	Cont 7/1/2026 100.000	11/15/2035 5/19/2020 AFS	150,000.00 150,000.00	150.00% 100.00%	150,000.00 150,000.00		144,921.69 575.00	144,921.69 145,496.69	
MUNI GO D02/02	25936RBY1 DOUGLAS CNTY NEB S&I #537		2.400	NE	177039345-1	Cont 1/15/2027 100.000	1/15/2039 1/21/2022 AFS	150,000.00 150,000.00	150.00% 100.00%	150,000.00 150,000.00		109,973.93 1,660.00	109,973.93 111,633.93	
MUNI GO D02/02	25940TAX4 DOUGLAS CNTY NEB S&I #605		4.800	NE	177081763-1	Cont 12/15/2030 100.000	12/15/2041 12/18/2025 AFS	305,000.00 305,000.00	305.00% 100.00%	305,000.00 305,000.00		307,013.51 650.67	307,013.51 307,664.18	
MUNI REV D02/02	373807CE4 GERING NEB COMBINED UTILS REV		1.850	NE	184010461-1	Cont 7/1/2026 100.000	12/15/2035 4/29/2021 AFS	100,000.00 100,000.00	100.00% 100.00%	100,000.00 100,000.00		76,506.63 82.22	76,506.63 76,588.85	
MUNI REV D02/02	57973FDD8 MCCOOK NE PUBLIC PWR DIST		3.150	NE	185181069-1	Cont 7/1/2026 100.000	12/15/2030 8/9/2017 AFS	100,000.00 100,000.00	100.00% 100.00%	100,000.00 100,000.00		94,977.73 140.00	94,977.73 95,117.73	
MUNI GO D02/02	80373YER3 SARPY CNTY NEB S&I #158		2.800	NE	182012079-1	Cont 4/15/2027 100.000	10/15/2035 4/19/2022 AFS	150,000.00 150,000.00	150.00% 100.00%	150,000.00 150,000.00		128,836.97 886.67	128,836.97 129,723.64	
MUNI GO D02/02	80377BKT8 SARPY CNTY NEB S&I DIST #264		2.350	NE	184010680-1	Cont 7/1/2026 100.000	8/15/2034 5/3/2021 AFS	180,000.00 180,000.00	180.00% 100.00%	180,000.00 180,000.00		149,374.65 1,598.00	149,374.65 150,972.65	
MUNI GO D02/02	80377TBE2 SARPY CNTY NE SAN & IMPT DIST		2.800	NE	185187220-1	Cont 7/1/2026 100.000	11/15/2028 11/15/2016 AFS	85,000.00 85,000.00	85.00% 100.00%	85,000.00 85,000.00		82,630.61 304.11	82,630.61 82,934.72	
MUNI GO D02/02	80377TBF9 SARPY CNTY NE SAN & IMPT DIST		2.900	NE	185187221-1	Cont 7/1/2026 100.000	11/15/2029 11/15/2016 AFS	85,000.00 85,000.00	85.00% 100.00%	85,000.00 85,000.00		81,477.90 314.97	81,477.90 81,792.87	
MUNI GO D02/02	80378TEW8 SARPY CNTY NE SAN & IMPT DIST		3.850	NE	185187230-1	Cont 7/1/2026 100.000	10/15/2033 4/15/2018 AFS	85,000.00 85,000.00	85.00% 100.00%	85,000.00 85,000.00		81,429.17 690.86	81,429.17 82,120.03	

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

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

Pledged Securities Detail
June 30, 2026

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Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Rate	Moody	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledge Values			Market Value Collateral Value	
								Pledged Face % of Total	Par Value Book Value	Carrying Value Interest Rec		
MUNI	80379KEN6	2.300		177018881-1	Cont	12/15/2034						
GO	SARPY CNTY NEB SAN & IMPT #272				7/1/2026	1/1/2021	50,000.00	50,000.00	50,000.00	40,863.56		40,863.56
D02/02					100.000	AFS	50,000.00	100.00%	50,000.00	51.11		40,914.67
MUNI	818483FG9	2.450		185187557-1	Contin	2/15/2028						
REV	SEWARD NE ELEC REV				7/1/2026	6/15/2016	150,000.00	150,000.00	150,000.00	146,013.21		146,013.21
D02/02					100.000	AFS	150,000.00	100.00%	150,000.00	1,388.33		147,401.54
MUNI	886094CD1	2.500		184003102-1	Cont	12/15/2035						
GO	THURSTON CNTY NEB				7/1/2026	5/28/2020	200,000.00	200,000.00	200,000.00	163,492.34		163,492.34
D02/02					100.000	AFS	200,000.00	100.00%	198,033.07	222.22		163,714.56
TAX	534239FX1	3.000		177045043-1		7/15/2026						
TAXGO	LINCOLN NEB					8/20/2020	100,000.00	100,000.00	100,000.00	99,953.84		99,953.84
D02/02	AAA					AFS	100,000.00	100.00%	99,992.47	1,383.33		101,337.17
CITY OF SEWARD							24,921,805.29		4,109,305.84	3,784,850.78		3,784,850.78
									4,115,603.75	20,485.63		3,805,336.41

CASH IN BANK \$3,561,766.61

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Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

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As Of 6/30/2026

Receipt# Safekeeping Location	CUSIP	ASC 320	Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		
								Original Face	Par	Book Value
COMM: COMMERCE BANK	148006EZ8	AFS	CASS CO SD #1 NE 26 12/15/26		2.35		200,000.00 100.00%	200,000.00	200,000.00	197,790.00
COMM: COMMERCE BANK	25932KCL7	AFS	DOUGLAS SID #404-REF NE 27 08/15/27		1.75		225,000.00 100.00%	225,000.00	225,000.00	222,223.50
COMM: COMMERCE BANK	869325CL2	AFS	SUTHERLAND -REF NE 28 06/15/28		0.95		140,000.00 100.00%	140,000.00	140,000.00	131,517.40
COMM: COMMERCE BANK	25932KCM5	AFS	DOUGLAS SID #404-REF NE 28 08/15/28		1.85		230,000.00 100.00%	230,000.00	230,000.00	224,123.50
COMM: COMMERCE BANK	25933AFG6	AFS	DOUGLAS SID #492-REF NE 28 08/15/28		3.20		175,000.00 100.00%	175,000.00	175,000.00	172,305.00
COMM: COMMERCE BANK	123540GD2	AFS	BUTLER CO SD - 0056 NE 28 12/15/28		1.35		150,000.00 100.00%	150,000.00	150,000.00	139,407.00
COMM: COMMERCE BANK	80373YCT1	AFS	SARPY CO SID #158-REF NE 29 11/15/29		3.10		155,000.00 100.00%	155,000.00	155,000.00	149,919.10
COMM: COMMERCE BANK	920340BQ8	AFS	VALPARAISO RURAL FIRE NE 3C 07/15/30		2.10		75,000.00 100.00%	75,000.00	75,000.00	68,196.00
COMM: COMMERCE BANK	466890X92	AFS	KEARNEY NE 30 10/15/30		2.60	A+	150,000.00 100.00%	150,000.00	150,000.00	141,334.50
COMM: COMMERCE BANK	0792124W3	AFS	BELLEVUE-REF NE 30 12/15/30		3.10		250,000.00 100.00%	250,000.00	250,000.00	250,005.00
COMM: COMMERCE BANK	751265RA9	AFS	RALSTON-VEHICLE NE 32 06/01/32		3.70		300,000.00 100.00%	300,000.00	300,000.00	300,147.00
COMM: COMMERCE BANK	25932WDR7	AFS	DOUGLAS CO #517 NE 32 08/15/32		2.70		235,000.00 100.00%	235,000.00	235,000.00	219,863.65
COMM: COMMERCE BANK	661615UB8	AFS	N PLATTE-REF NE 32 12/15/32		3.00	A+	200,000.00 100.00%	200,000.00	200,000.00	196,210.00

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Pledged To: CITY TREASURER

Jones Bank - Seward, NE

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Receipt# Safekeeping Location	CUSIP	ASC 320	Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		
								Original Face	Par	Book Value
COMM: COMMERCE BANK	80378TEW8	AFS	SARPY SID #257-REF NE 33 10/15/33		3.85		250,000.00 100.00%	250,000.00	250,000.00	239,882.50
COMM: COMMERCE BANK	698864HR9	AFS	PAPILLION MUNI FACS NE 33 12/15/33		3.00	Aa1	175,000.00 100.00%	175,000.00	175,000.00	169,510.25
COMM: COMMERCE BANK	818468BN9	AFS	SEWARD-REF NE 33 12/15/33		2.35	AA	400,000.00 100.00%	400,000.00	400,000.00	374,496.00
COMM: COMMERCE BANK	943776KA1	AFS	WAVERLY NE 34 06/01/34		2.95		335,000.00 100.00%	335,000.00	335,000.00	295,392.95
COMM: COMMERCE BANK	840372SX5	AFS	SOUTH SIOUX CITY-REF NE 36 08/01/36		2.20		200,000.00 100.00%	200,000.00	200,000.00	183,580.00
COMM: COMMERCE BANK	25929PDW6	AFS	DOUGLAS SID #491-REF NE 36 09/15/36		2.60		200,000.00 100.00%	200,000.00	200,000.00	166,506.00
COMM: COMMERCE BANK	80378EDN2	AFS	SARPY SID #263-REF NE 36 09/15/36		3.80		260,000.00 100.00%	260,000.00	260,000.00	249,464.80
COMM: COMMERCE BANK	98676TCF8	AFS	YORK NE-B-REF NE 36 10/01/36		1.85		200,000.00 100.00%	200,000.00	199,075.31	149,704.00
COMM: COMMERCE BANK	23087RHC5	AFS	CUMING CO-B-REF NE 36 12/15/36		2.00		250,000.00 100.00%	250,000.00	250,000.00	209,012.50
COMM: COMMERCE BANK	68905WFK3	AFS	OTOE CO NE SD #501-B NE 36 12/15/36		1.70	Aa2	200,000.00 100.00%	200,000.00	200,000.00	157,444.00
COMM: COMMERCE BANK	803787DT4	AFS	SARPY CO SD#46 NE 36 12/15/36		2.00	AA-	200,000.00 100.00%	200,000.00	200,000.00	163,372.00
COMM: COMMERCE BANK	25938WBX0	AFS	DOUGLAS CO SID #562 NE 37 06/01/37		3.85		320,000.00 100.00%	320,000.00	320,000.00	290,931.20
COMM: COMMERCE BANK	80377XCV4	AFS	SARPY CO SID #190-REF NE 37 10/15/37		4.00		205,000.00 100.00%	205,000.00	205,000.00	196,336.70

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Jones Bank - Seward, NE

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Receipt# Safekeeping Location	CUSIP	ASC 320	Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged			
								Original Face	Par	Book Value	Market Value
COMM: COMMERCE BANK	25929RCY9	AFS	DOUGLAS CO SID #485 NE 38 05/15/38		2.65		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	154,398.00
COMM: COMMERCE BANK	25933VBY5	AFS	DOUGLAS CO SANTN 559 NE 38 06/15/38		4.10		165,000.00 100.00%	165,000.00	165,000.00	165,000.00	157,160.85
COMM: COMMERCE BANK	25932EDK2	AFS	DOUGLAS CO SID #438 NE 38 08/15/38		4.20		250,000.00 100.00%	250,000.00	250,000.00	250,000.00	250,217.50
COMM: COMMERCE BANK	80373RDR9	AFS	SARPY CO DT #220-REF NE 38 08/15/38		4.05		170,000.00 100.00%	170,000.00	170,000.00	170,000.00	167,750.90
COMM: COMMERCE BANK	80387LAP3	AFS	SARPY CO SAN & IMP DT NE 38 08/15/38		2.75		290,000.00 100.00%	290,000.00	290,000.00	290,000.00	224,573.10
COMM: COMMERCE BANK	72778PCU5	AFS	PLATTE CO SD #5 NE 38 12/15/38		2.00	AA-	200,000.00 100.00%	200,000.00	200,000.00	200,000.00	153,560.00
COMM: COMMERCE BANK	80379KDH0	AFS	SARPY CO SID #272-REF NE 38 12/15/38		4.40		215,000.00 100.00%	215,000.00	215,000.00	215,000.00	209,857.20
COMM: COMMERCE BANK	25934MCK3	AFS	DOUGLAS SID #531-REF NE 39 01/15/39		4.35		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	193,936.00
COMM: COMMERCE BANK	25936ECH6	AFS	DOUGLAS CO SID #561 NE 39 01/15/39		4.35		180,000.00 100.00%	180,000.00	180,000.00	180,000.00	174,542.40
COMM: COMMERCE BANK	25930BEE3	AFS	DOUGLAS CO SID #504 NE 39 08/15/39		3.40		215,000.00 100.00%	215,000.00	215,000.00	215,000.00	194,422.35
COMM: COMMERCE BANK	25931EGP9	AFS	DOUGLAS CO SAN #503 NE 39 08/15/39		2.65		225,000.00 100.00%	225,000.00	225,000.00	225,000.00	169,924.50
COMM: COMMERCE BANK	80373XBC1	AFS	SARPY CO SAN & IMPT NE 39 08/15/39		2.60		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	149,502.00
COMM: COMMERCE BANK	80373YDV5	AFS	SARPY CO SID#158-REF NE 39 08/15/39		2.95		190,000.00 100.00%	190,000.00	190,000.00	190,000.00	182,050.40

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Jones Bank - Seward, NE

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Receipt# Safekeeping Location	CUSIP	ASC 320	Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged			
								Original Face	Par	Book Value	Market Value
COMM: COMMERCE BANK	25931BEJ1	AFS	DOUGLAS SID #507-REF NE 40 05/01/40		3.15		185,000.00 100.00%	185,000.00	185,000.00	185,000.00	145,626.45
COMM: COMMERCE BANK	25933VDM9	AFS	DOUGLAS CO SD #559 NE 40 05/15/40		3.40		175,000.00 100.00%	175,000.00	175,000.00	175,000.00	174,718.25
COMM: COMMERCE BANK	25930LDG7	AFS	DOUGLAS CO NE SID#530 NE 40 09/15/40		3.00		150,000.00 100.00%	150,000.00	150,000.00	150,000.00	126,985.50
COMM: COMMERCE BANK	25933EEG9	AFS	DOUGLAS CO SAN & IMPT NE 40 11/15/40		3.15		190,000.00 100.00%	190,000.00	190,000.00	190,000.00	179,236.50
COMM: COMMERCE BANK	80388MBJ3	AFS	SARPY CNTY SANITATION NE 40 12/15/40		4.00		240,000.00 100.00%	240,000.00	240,000.00	240,000.00	206,253.60
COMM: COMMERCE BANK	617775EV9	AFS	MORRILL CO NE 41 06/15/41		2.25		240,000.00 100.00%	240,000.00	240,000.00	240,000.00	167,342.40
COMM: COMMERCE BANK	25936EDY8	AFS	DOUGLAS CO SID #561 NE 41 07/15/41		2.90		235,000.00 100.00%	235,000.00	235,000.00	235,000.00	199,907.45
COMM: COMMERCE BANK	25939LDA1	AFS	DOUGLAS CO SID #567 NE 41 07/15/41		2.75		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	137,102.00
COMM: COMMERCE BANK	25930LDN2	AFS	DOUGLAS CO SAN #530 NE 41 08/15/41		2.85		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	147,064.00
COMM: COMMERCE BANK	80379QBT3	AFS	SARPY CO NE SAN-REF NE 41 08/15/41		2.75		255,000.00 100.00%	255,000.00	255,000.00	255,000.00	184,892.85
COMM: COMMERCE BANK	80387LAS7	AFS	SARPY CO SAN & IMP DT NE 41 08/15/41		2.90		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	148,088.00
COMM: COMMERCE BANK	25938MDE2	AFS	DOUGLAS CO SAN & IMPT NE 41 09/01/41		2.80		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	146,474.00
COMM: COMMERCE BANK	25933EFW3	AFS	DOUGLAS CO NE SAN-B NE 41 09/15/41		2.85		235,000.00 100.00%	235,000.00	235,000.00	235,000.00	172,584.00

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Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

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As Of 6/30/2026

Receipt# Safekeeping Location	CUSIP	ASC 320 Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
							Original Face	Par	
COMM: COMMERCE BANK	25939HCU7	AFS DOUGLAS CO SID#563 NE 41	11/15/41	2.85		200,000.00 100.00%	200,000.00	200,000.00	143,916.00
COMM: COMMERCE BANK	119483EL5	AFS BUFFALO CO SD #0009 NE 41	12/15/41	2.00	A1	200,000.00 100.00%	200,000.00	200,000.00	151,344.00
COMM: COMMERCE BANK	259327W42	AFS DOUGLAS CO SD #17 NE 41	12/15/41	4.00	AA	250,000.00 100.00%	250,000.00	252,180.86	248,702.50
COMM: COMMERCE BANK	25932XDN4	AFS DOUGLAS CO NE SID-REF NE 41	12/15/41	2.75		250,000.00 100.00%	250,000.00	250,000.00	212,482.50
COMM: COMMERCE BANK	25940KAS4	AFS SID DOUGLAS #596-REF NE 41	12/15/41	2.75		275,000.00 100.00%	275,000.00	275,000.00	199,663.75
COMM: COMMERCE BANK	808290FV7	AFS SCHUYLER NE 42	03/15/42	2.75		250,000.00 100.00%	250,000.00	250,000.00	184,130.00
COMM: COMMERCE BANK	80376KBN2	AFS SARPY CO SID #334 NE 42	05/15/42	3.70		215,000.00 100.00%	215,000.00	215,000.00	188,346.45
COMM: COMMERCE BANK	25932XEH6	AFS DOUGLAS CO SID #524 NE 42	09/15/42	4.65		250,000.00 100.00%	250,000.00	250,000.00	241,940.00
COMM: COMMERCE BANK	25929MEM4	AFS DOUGLAS CO SID #405-R NE 42	11/15/42	3.55		250,000.00 100.00%	250,000.00	250,000.00	201,510.00
COMM: COMMERCE BANK	006058DK4	AFS ADAMS CO NE 42	12/15/42	4.00	AA-	300,000.00 100.00%	300,000.00	302,575.11	300,129.00
COMM: COMMERCE BANK	80387HCA3	AFS SARPY CO SID #304 NE 43	05/15/43	5.00		200,000.00 100.00%	200,000.00	200,000.00	190,534.00
COMM: COMMERCE BANK	3132DMPY5	AFS FRLMC 30YR	03/01/50	3.50		1,000,000.00 100.00%	1,000,000.00	479,515.60	436,709.24
64 Securities Pledged To: 1010 - CITY TREASURER							14,725,000.00	14,204,515.60	12,476,252.19

CASH IN BANK \$8,200,030.49

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TREASURER'S REPORT	MONTH OF:	June-26				
VARIANCE AT: 75%						
	REVENUE	CURRENT YTD		UNRECEIPTED	PREVIOUS YTD	DIFFERENCE
DEPARTMENT	BUDGET	REVENUE	VARIANCE	BALANCE	REVENUE	B/W BUDGET YEARS
ELECTRIC	15,942,270	10,564,652	66%	5,377,618	9,178,697	1,385,955
ELEC BOND PYMT						
WATER	7,839,800	2,056,517	26%	5,783,283	1,746,032	310,485
WATER BOND PYMTS						
WATER SINKING FUND	20,000	20,000	100%	- 0 -	20,000	- 0 -
WASTEWATER TREATMENT	25,388,514	2,323,140	9%	23,065,373	2,220,492	102,648
WWTW BOND PYMT						
WWTW SINKING FUND	- 0 -	- 0 -	#DIV/0!	- 0 -	930,000	(930,000)
TOTAL BUSINESS-TYPE FUNDS	49,190,583	14,964,309	30%	34,226,274	14,095,221	869,088
GENERAL REVENUES	5,509,483	4,325,355	79%	1,184,128	3,739,728	585,626
POLICE	6,800	2,625	39%	4,175	2,316	309
E911	- 0 -	- 0 -	#DIV/0!	- 0 -	- 0 -	- 0 -
POLICE EQUITABLE SHARING	- 0 -	- 0 -	#DIV/0!	- 0 -	- 0 -	- 0 -
STREET	4,967,561	931,249	19%	4,036,312	2,215,782	(1,284,533)
STREET STP FUNDS	197,407	197,406	100%	1	190,434	6,973
DEBT SERVICE	595,900	590,884	99%	5,016	599,357	(8,474)
RAIL CAMPUS	- 0 -	- 0 -	#DIV/0!	- 0 -	- 0 -	- 0 -
CDBG DOWNTOWN REVITAL GRANT	30,000	2,732	9%	27,268	- 0 -	2,732
BLDGS & GRDS (CITY HALL)	48,000	36,000	75%	12,000	28,000	8,000
LEEVEE ACCREDITATION	- 0 -	146,250	#DIV/0!	(146,250)	- 0 -	146,250
CIVIC CENTER	201,880	272,017	135%	(70,137)	1,967,556	(1,695,539)
LIBRARY	42,000	46,709	111%	(4,709)	27,231	19,479
PUBLIC PROPERTIES	32,100	11,952	37%	20,148	23,875	(11,923)
GUTHMAN TRUST/PERPETUAL CARE	11,775	13,799	117%	(2,024)	12,147	1,652
CEMETERY	68,000	56,938	84%	11,062	54,798	2,141
GOLF COURSE	430,025	370,801	86%	59,224	371,066	(265)
BLDGS & GRDS (OTHER)	- 0 -	98,848	#DIV/0!	(98,848)	- 0 -	98,848
BLDG INSP/PLAN & ZONING	108,100	99,756	92%	8,344	87,309	12,447
FIRE/EQUIP SINKING FUND	473,000	217,264	46%	255,736	635,711	(418,447)
TREE BOARD	- 0 -	- 0 -	#DIV/0!	- 0 -	- 0 -	- 0 -
ENGINEER	131,036	- 0 -	0%	- 0 -	- 0 -	- 0 -
DOWDING POOL /SWIM LESSONS	97,000	60,878	63%	36,122	55,216	5,661
CONCESSION STAND	900	5,314	590%	(4,414)	900	4,414
RECREATION/COMPLEX LIGHTS	43,796	57,231	131%	(13,435)	37,358	19,874
SENIOR CENTER	154,000	86,712	56%	67,288	70,678	16,034
SENIOR SHUTTLE	4,600	2,829	62%	1,771	3,102	(272)
RECYCLING	3,500	7,462	213%	(3,962)	528	6,934
WELLNESS CENTER	908,500	629,360	69%	279,140	240,451	388,910
ECONOMIC DEVELOPMENT (LB840)	328,269	338,979	103%	(10,710)	227,352	111,628
CAPITAL IMPROVEMENTS FUND	761,100	560,947	74%	200,153	4,485,729	(3,924,782)
TAX INCREMENT FINANCING	739,000	735,942	100%	3,058	739,148	(3,206)
TOTAL GOVERNMENTAL FUNDS	15,893,732	9,906,241	62%	5,856,455	15,815,771	(5,909,530)
				(UNAUDITED)		

TREASURER'S REPORT	MONTH OF:	June-26				
VARIANCE AT: 75%						
	EXPENDITURES	CURRENT YTD		UNEXPENDED	PREVIOUS YTD	DIFFERENCE
DEPARTMENT	BUDGET	EXPENDITURES	VARIANCE	BALANCE	EXPENDITURES	B/W BUDGET YEARS
ELECTRIC	18,450,222	9,281,478	50%	9,168,744	7,728,259	1,553,219
ELEC BOND PYMT	489,208	464,429	95%	24,779	463,935	494
WATER	4,193,086	2,481,033	59%	1,712,053	3,018,952	(537,919)
WATER BOND PYMTS	356,793	356,993	100%	(200)	357,426	(434)
WATER SINKING FUND	20,000	20,000	100%	- 0 -	20,000	- 0 -
WASTEWATER TREATMENT	24,267,265	1,819,722	7%	22,447,543	1,433,285	386,437
WWTW BOND PYMT	290,405	10,353	4%	280,053	- 0 -	10,353
WWTW SINKING FUND	- 0 -	- 0 -	#DIV/0!	- 0 -	930,000	(930,000)
TOTAL BUSINESS-TYPE FUNDS	48,066,978	14,434,007	30%	33,632,970	13,951,858	482,150
GENERAL EXPENSES	365,397	209,146	57%	156,251	1,272,928	(1,063,782)
POLICE	1,963,904	1,485,760	76%	478,144	1,487,974	(2,214)
E911	285,624	214,218	75%	71,406	184,724	29,494
POLICE EQUITABLE SHARING	- 0 -	- 0 -	#DIV/0!	- 0 -	- 0 -	- 0 -
STREET	5,908,491	3,470,870	59%	2,437,621	1,938,261	1,532,609
STREET STP FUNDS	184,598	184,598	100%	- 0 -	178,511	6,087
DEBT SERVICE	588,400	530,728	90%	57,672	533,052	(2,324)
RAIL CAMPUS	11,000	- 0 -	0%	11,000	17,945	(17,945)
CDBG-DOWNTOWN REVITAL GRANT	30,000	7,780	26%	22,220	84,151	(76,371)
BLDGS & GRDS (CITY HALL)	20,220	10,845	54%	9,375	16,541	(5,696)
LEVEE ACCREDITATION	15,000	26,448	176%	(11,448)	235,318	(208,870)
CIVIC CENTER	201,880	169,180	84%	32,700	2,160,348	(1,991,167)
LIBRARY	692,372	484,868	70%	207,504	428,809	56,059
PUBLIC PROPERTIES	679,996	463,479	68%	216,517	489,020	(25,541)
GUTHMAN TRUST - REGULAR	145	4,497	3101%	(4,352)	145	4,352
CEMETERY	251,343	169,748	68%	81,595	202,181	(32,433)
GOLF COURSE	756,747	583,619	77%	173,127	454,892	128,727
BLDGS & GRDS (OTHER)	13,400	102,435	764%	(89,035)	2,189	100,246
BLDG INSP/PLAN & ZONING	181,409	106,795	59%	74,614	124,275	(17,481)
FIRE/EQUIP SINKING FUND	943,305	458,827	49%	484,478	434,821	24,006
TREE BOARD	12,500	8,006	64%	4,494	2,100	5,906
ENGINEER	174,714	121,447	70%	53,267	132,589	(11,142)
DOWDING POOL/SWIM LESSONS	346,156	141,797	41%	204,359	117,928	23,869
RECREATION/COMPLEX LIGHTS	270,839	226,379	84%	44,460	219,362	7,017
SENIOR CENTER	293,461	164,750	56%	128,711	154,965	9,785
SENIOR SHUTTLE	4,837	4,131	85%	706	3,345	786
RECYCLING	36,926	33,157	90%	3,769	26,816	6,341
WELLNESS CENTER	847,795	688,262	81%	159,533	265,812	422,450
ECONOMIC DEVELOPMENT LB840	328,269	100,046	30%	228,223	504,647	(404,601)
CAPITAL IMPROVEMENTS FUND	1,150,000	439,016	38%	710,984	4,153,380	(3,714,364)
TAX INCREMENT FINANCING	705,000	609,311	86%	95,689	633,167	(23,855)
TOTAL GOVERNMENTAL FUNDS	17,263,729	11,220,144	65%	6,043,584	16,460,195	(5,240,051)
				(UNAUDITED)		

3. Claims & Payables Reports

CLAIMS LIST

7-22-2026

COUNCIL MEETING

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

AKRS Equipment	RE	412.99
All Copy Products Inc	SE	19.62
All Road Barricades Inc	SU	1,513.90
Allo Communications	UT	762.72
Altec Industries Inc	SU	6,715.29
Amazon Capital Services Inc	SU/BU/MAT	2,015.88
Applied Concepts Inc	RE	165.00
Aqua-Chem Inc	SU	5,952.98
Armorock LLC	CI	2,100.00
ARPS	MC	126.07
Awards Unlimited Inc	EX	521.15
Badger Meter	SE	431.36
Barnhart Crane & Rigging Co	CI	2,100.00
Barry Eitzmann	MC	1,200.00
Ben/Karen Dreesen	MC	30.00
Bizco Technologies	IT	45,242.41
Black Hills Energy	UT	5,563.89
Blue River Umpires Association	EX	250.00
Border States Industries Inc	SU	1,497.31
Brad Vancura	EX	60.00
Brayton Hotovy	EX	60.00
Brock McMahon	EX	60.00
BSN Sports LLC	MC	378.00
Capital Business Systems Inc	SE	29.38
Cash-Wa Distributing Co	SU	817.13
Cindy Voehl	RI	18.13
City Seward General Fund	MC/EX	2,220.00
City Seward Library Petty Cash	PF/SU	201.46
Commonwealth Electric Co	RE	594.00
Control Services Inc	RE	660.20
Culligan Of Crete	BU	48.20
Drew Woodburn	MC	60.00
Eakes Office Solution	SU	672.72
Exchange Bank	LS	4,464.00
Faller Landscape	SU	1,491.30
Farmers Coop - Seward	RE/DF/GS	9,951.65
Fast Mart	GS	173.48
FBINNA-NE Inc	TR	150.00
G & P Development Landfill	SE	42.05

Galls LLC	UN	612.98
Garrett England	EX	60.00
Gerhold Concrete Co Inc	CI/GU	1,285.71
GPM Environmental Solutions	RE	635.00
Grainger	RE	1,426.88
Great Plains Nursery	SE	540.00
Hach Company	SU	399.90
Hawkins Inc	SU	1,969.18
Herpolsheimer's Inc	RE	95.50
Hireright LLC	SE	41.90
Husker Electric Supply Co	SU/BU	2,314.93
Hydraulic Equipment Service	RE	600.00
JEO Consulting Group Inc	CI	8,650.00
Joseph Herl	MC	300.00
Joseph Ruzicka/Seward Electronics	SU	1,578.96
Judy Kraye	SE	106.63
K & Z Distributing	SU	498.60
Kari Samuels	MC	40.00
Karlee Baack	EX	45.00
Kroger Irrigation & Fence	RE	164.67
Lee's Refrigeration	SU/BU	437.36
Lonnie Piitz	MC	175.00
MC Retail/Crouch's Farm & Home	SU/GU/BU	2,321.76
Menards	BU	199.99
Michael Koci	SE	400.00
Midlands Contracting/Johnson Service Co	RE	2,685.00
Midwest Auto Parts	RE	1,315.51
Midwest Laboratories Inc	TE	3,361.47
Midwest Turf & Irrigation	RE	224.72
Miller Seed & Supply Co	RE	2,732.42
Municipal Supply Inc Of Omaha	RE	167.04
Nebraska Dept of Ag	MC	13.42
Nebraska Equipment Inc	RE	75.37
Nebraska Golf & Turf	EX	510.00
Nebraska Health/Human Services	MC	50.00
Nebraska Nursery & Landscaping	TR	125.00
Nebraska Power Review Board	AF	2,230.33
Nebraska Pub Power	UT	689,879.75
Nebraska Public Health Env Lab	TE	17.00
Nebraska State Patrol	AF	931.00
Norris Public Power District	UT	1,196.47
Olsson	CI	23,091.70
One Billing solutions LLC	IT	2,028.53
One Call Concepts Inc	SE	180.43
One Source Background Check Co	SE	44.00
O'Reilly Automotive Inc	RE	8.58
Pac 'N' Save Discount Foods	SU/ML	6,553.11
Paper Tiger Shredding	SE	76.00
Pavers Inc	CI	274.40
Pepsi-Cola Of Lincoln	SU	125.10
Pitney Bowes Inc	SE	294.00

Point C	INS	1,038.65
Polaris Sales	FA	57,848.96
Premier Outdoor Services Llc	MA	1,930.00
Quality Brands of Lincoln	SU	2,018.35
Resco	INV	57,507.13
Richard Burton/Arrow Architecture	SE	360.00
Richard Mailand/Mailand's Clothing	UN	36.00
Roger/Vonda Reamer	MC	30.00
Safelite Fulfillment Inc	MC	453.70
Schemmer Architects Engineers	CI	7,455.00
Security Equipment Inc	BU	1,219.54
Seward County Chamber & Development	EX	760.00
Seward County Treasurer	SE	23,802.00
Seward Lumber & Home Center	GU/FA/SU	703.22
Seward Public Schools	MC	600.54
Seward Wind LLC	UT	28,420.98
Short Elliott Hendrickson Inc	CI	328,346.43
Southeast NE Develop District	AF	7,392.10
Southern Glazer's of NE	SU	863.76
Spectrum Paint Company Inc	SU	650.05
Spickelmier & Son Inc	SU	1,590.00
Sports Express	EX	2,504.35
St P J Supply Inc	SU	410.00
State Distributing Co	SU	433.00
Steve Steinauer	MC	600.00
Tim Hobson/Hobson Automotive	RE	2,330.56
Todd Berner	EX	60.00
Total Fire & Security Inc	SE	621.39
Tractor Supply Credit Plan	SU	137.14
Verizon	UT	282.51
Wesco Distribution Inc	SU/INV	58,631.58
	TOTAL	\$1,450,899.51

4. Police Department Report



City of Seward Police Department

Monthly Statistics July 2026

Service Calls	614
Accidents	5
Arrests	12
Citations	22
Warnings	79
Parking Tickets	2

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

5. Draft Minutes of July 7, 2026, City Council Meeting

July 7, 2026

The Seward City Council met at 7:00 p.m. on Tuesday, July 7, 2026, with Mayor Joshua Eickmeier presiding and City Clerk Derek Bargmann recording the proceedings. Upon roll call, the following Councilmembers were present: Zane Francescato, Megan Kahler, Jessica Kolterman, Karl Miller, John Singleton, Matt Stryson, Tatum Tonniges, Rich Wergin. Councilmembers absent: none. Other officials present: City Administrator Greg Butcher, City Engineer Mike Oneby, and Police Sergeant Russ Frazey.

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

CONSENT AGENDA CONSIDERATION ITEMS

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

1. Claims & Payables Reports
2. Draft Minutes of June 16, 2026, City Council Meeting
3. Annual Publication of Salaries in Accordance with Section 19-1102 of Nebraska State Statutes
4. Refuse Hauler's Annual License Application – Bin There Dump Lincoln & Clouse Rolloffs
5. Mayor Appointments to Boards and Commissions:
 - a. Re-Appoint Kathy Hartman to the Housing Appeals Board for a Three-Year Term

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

Nay: None. Absent: None. Motion carried.

ADMINISTRATIVE ITEMS

1. CONSIDERATION OF A SPECIAL DESIGNATED LIQUOR LICENSE FROM STRAIGHT PATH LLC FOR AN EVENT TO BE HELD AT 548 SEWARD STREET (CHAPTERS BOOKS & GIFTS) ON AUGUST 15, 2026

City Clerk Bargmann reported the SDL's for consideration were for events at locations that had recently changed ownership. Similarly, Red Path recently underwent an ownership change, thus City Administration felt most comfortable considering approval through Council.

Councilmember Singleton moved, seconded by Councilmember Francescato, to approve a special designated liquor license from Straight Path LLC for an event to be held at 548 Seward Street on August 15, 2026.

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

Nay: None. Absent: None. Motion carried.

2. CONSIDERATION OF A SPECIAL DESIGNATED LIQUOR LICENSE FROM STRAIGHT PATH LLC FOR AN EVENT TO BE HELD AT 626 SEWARD STREET (MERLE'S FLOWER SHOP) ON AUGUST 20, 2026

Councilmember Kolterman moved, seconded by Councilmember Kahler, to approve a special designated liquor license from Straight Path LLC for an event to be held at 626 Seward Street on August 20, 2026.

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

Nay: None. Absent: None. Motion carried.

3. CONSIDERATION OF TASK ORDER #2 TO THE GENERAL SERVICES AGREEMENT WITH THE SCHEMMER ASSOCIATES IN THE AMOUNT OF \$18,903 FOR SURVEY OF WALKER ROAD

City Engineer Oneby presented the proposed project included on the one-year street improvement plan (#5). The task order would accomplish survey work in advance of the paving project on Walker Road, from Pine Street to City limits. The survey is expected to be completed by October 1st with design and project completion set for FY27.

Councilmember Francescato moved, seconded by Councilmember Tonniges, to approve task order #2 to the general services agreement with The Schemmer Associates for survey of Walker Road in the amount of \$18,903.

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

Nay: None. Absent: None. Motion carried.

4. AWARD THREE-YEAR GARBAGE COLLECTION BID FROM URIBE REFUSE FOR SERVICES PROVIDED TO THE CITY OF SEWARD FACILITIES

Mr. Bargmann relayed that the two haulers serving Seward had submitted bids – Bel-Con Refuse & Uribe Refuse. Upon review of the one- and three-year amounts from the bids, the recommendation was provided to award Uribe with a three-year service promise beginning on October 1, 2026.

Councilmember Singleton moved, seconded by Councilmember Wergin, to choose Uribe Refuse as the refuse hauler

July 7, 2026

for City of Seward facilities for a three-year term starting on October 1, 2026.

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

5. CONSIDERATION OF A RESOLUTION TO DECLARE CITY ITEMS AS SURPLUS

Councilmember Kolterman introduced **Resolution No. 2026-13**, to designate City items as surplus. Councilmember Francescato moved, seconded by Councilmember Kahler, to approve the resolution as presented.

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

6. COMPILATION ENGAGEMENT LETTER FROM AMGL FOR PREPARATION OF THE BUDGET IN THE FORM PRESCRIBED BY THE STATE OF NEBRASKA BUDGET ACT FOR FISCAL YEAR 2026-2027

City Administrator Butcher noted the use of the City's contracted auditor, AMGL, to assist with submission of the budgetary forms required by the State of Nebraska.

Councilmember Stryson moved, seconded by Councilmember Tonniges, to approve the compilation engagement letter from AMGL for preparation of the budget in the form prescribed by the State of Nebraska for fiscal year 2027.

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

CITY ADMINISTRATOR'S REPORT

Mr. Butcher noted the City would be subject to a single audit due to significant award of federal monies. Additionally, Mr. Butcher commended City staff and volunteers for another successful year celebrating the 4th of July.

Councilmember Wergin moved, seconded by Councilmember Stryson, that the City Administrator's report of July 7, 2026, be accepted.

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

STRATEGY SESSION

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

Councilmember Kolterman moved, seconded by Councilmember Tonniges, that the Council enter a closed session with the Mayor, City Administrator, and City Clerk for the protection of the public interest and to discuss real estate interests at the Seward Rail Campus for a period not to exceed 30 mins.

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

Mayor Eickmeier stated the Council has voted to go into closed session at 7:23 p.m. for the protection of public interest and to discuss real estate interests.

At 7:41 p.m., the closed session ended, and the following Councilmembers reconvened to regular session: Francescato, Kahler, Kolterman, Miller, Singleton, Stryson, Tonniges, Wergin. Mayor Eickmeier announced that no formal action was taken during the closed session.

MOTION TO ADJOURN

Councilmember Singleton moved, seconded by Councilmember Kahler, that July 7, 2026, City Council Meeting be adjourned.

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

Adjourned approximately 7:41 p.m.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

Derek Bargmann, City Clerk

PUBLIC HEARINGS

1. Public Hearing - 7:00 PM - Tax Increment Financing (TIF) Application by Plex Homes -
TIF Attorney Andrew Willis

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

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

APPLICATION TYPE

Tax - Increment Financing Application

FINAL ACTION?

DEVELOPER/OWNER

Plex Homes/Callin Ledall

PC HEARING DATE

July 13, 2026

RELATED APPLICATIONS

PROPERTY ADDRESS, ZONING DISTRICT

9th and Lincoln St/R4 Urban Residential High
Density District.

ADJACENT ZONING DISTRICTS/USE:

North, R4, Residential – Aaron Draper

South, R4, Residential – James & Rana Saum

East, R4, Residential – Patricia Murphy, Brandy Fiala, Golden Rule Contractors, Heather Ruzicka

West, R4, Residential – Tallgrass Development Inc.

BRIEF SUMMARY OF REQUEST

Plex Homes intends to construct 2, 4-unit residential complexes.



APPLICATION CONTACT

Callin Ledall, [REDACTED]

[REDACTED]

ANALYSIS

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

APPROXIMATE LAND AREA:

0.42 acres or 18118.35 square feet +/-

LEGAL DESCRIPTION:

Lots 1,2,3 and part of 4 and the east half of the vacated alley, all in Block 100, Harris Moffitt and Roberts Addition all located in the NE Quarter of Section 20, T 11 N, Range 3 E of the 6th P.M.

Prepared by

Tim Dworak

City of Seward Building-Zoning-Code Enforcement Director

9TH & LINCOLN

SITE KEY:

SETBACK 
LOT BOUNDARY 

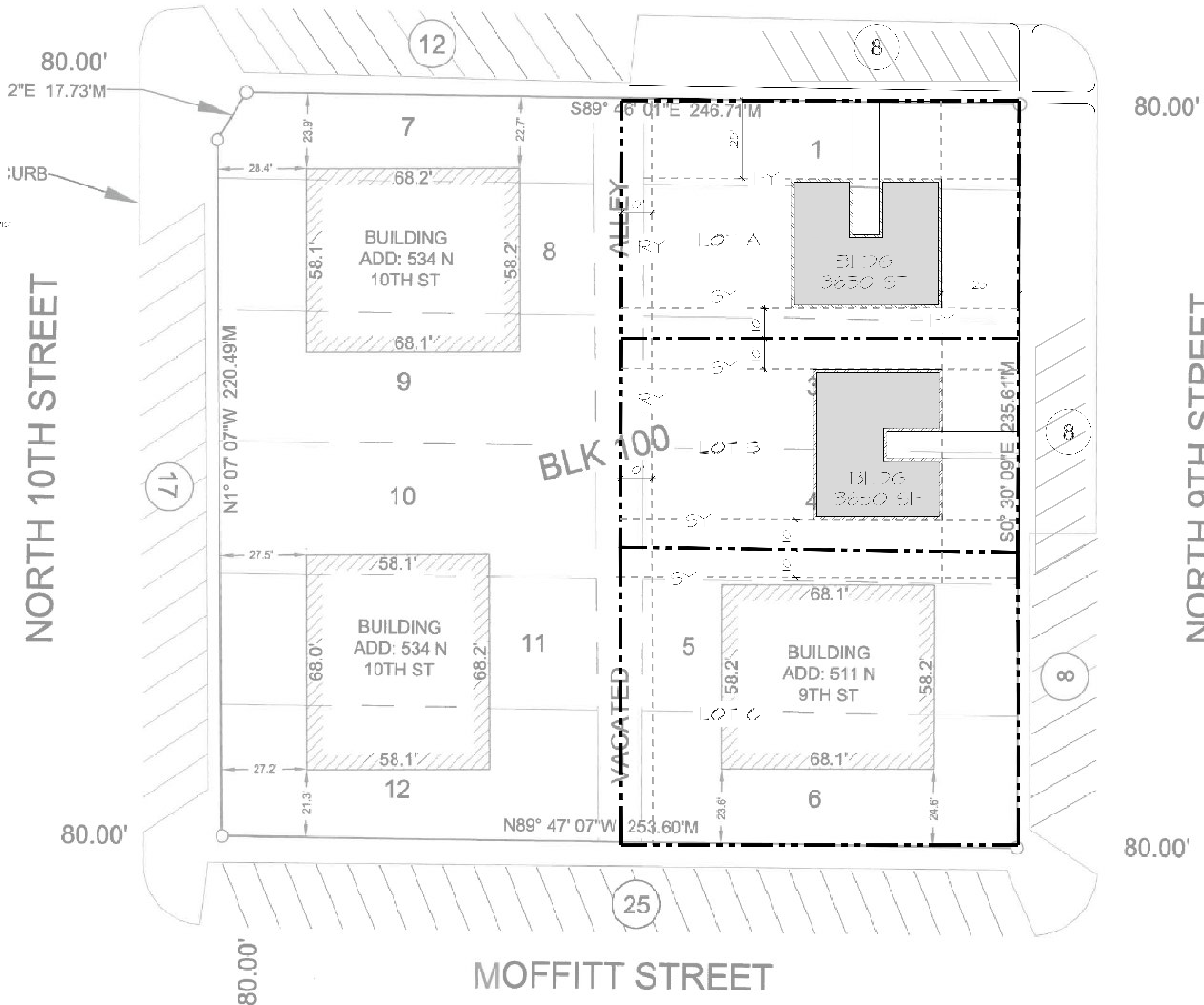
LOT & BUILDING NOTES:

ZONING: R-4 URBAN RESIDENTIAL MULT-FAMILY DISTRICT
TAX DISTRICT: 5
SCHOOL DISTRICT: 401 (SEWARD SD4)

BUILDING STYLE: 2 STORY FOUR-FLEX
FIRE SPRINKLER: NO
FIRE ALARM: NO
CONSTRUCTION TYPE: V-B
OCCUPANCY TYPE: GROUP R-2
BLDG HEIGHT: 29'-10"
BASEMENT: NO
GARAGE: NO
FOURPLEX BLDG SF: 1025 SF EACH FLOOR
UNIT SF: 412 SF EACH UNIT
FOURPLEX BLDG TOTAL SF: 3650 SF

SETBACKS
FRONT YARD: 25'
SIDE YARD: 10'
REAR YARD: 10'

GROUP R-2 ALLOWABLE AREAS
AREA: 1000 SF
STORIES: 2
HEIGHT: 40'



Legal:
TBD

Location:
9TH & LINCOLN
SEWARD, NE 68434

Date: 4/16/2026
Page: 1
Revision: P1



402 - 309 - 0131

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

TAX INCREMENT FINANCING (TIF) OVERVIEW & APPLICATION



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

CITY OF SEWARD COMMUNITY REDEVELOPMENT AUTHORITY

Submit Completed Applications to:

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

UPDATED SEPTEMBER 13, 2024

CITY OF SEWARD

TAX INCREMENT FINANCING PROGRAM OVERVIEW

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

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

✓ REDEVELOPMENT AREA

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

✓ PROJECT ELIGIBILITY

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

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

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

✓ COMMUNITY REDEVELOPMENT AUTHORITY

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

✓ TIF PROCESS CHECKLIST:

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

✓ TIF APPLICATION PROCESS

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

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

✓ TIF FINANCING PROJECT EXAMPLE

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

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

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

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

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

Present Value Calculation Case Example

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

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

✓ TIF QUESTIONS AND ANSWERS

Q) What is a substandard & blighted area?

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

Q) What can a substandard area contain?

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

Q) How was the redevelopment area created?

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

Q) What is the Geography of the Redevelopment Area?

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

Q) How does TIF work?

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

Q) What types of projects are eligible?

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

Q) How do you qualify for TIF?

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

Tax-Increment Financing Application

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

1. Applicant Information

Plex Homes

Business Name

Federal Id #

Callin Ledall.

(402) 646-8583

Contact Person for Applicant

Cell Phone

2940 Waverly Rd

Seward, NE 68434

Street Address

City, State, Zip

PO Box 254

Seward, NE 68434

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
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Callin Ledall	Owner	100%
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2. ImagiNE Nebraska Act

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

3. Project Description

- a. What type of business does this project involve (i.e. industrial, commercial, residential, etc.): Residential
- i. If the project involves housing, please give a description of intended tenants, type of household (families/elderly/etc.), income levels, impact on the schools and/or community, etc.:
Multiuse 2 bed 1 bath apartment units. Rents will be affordable to allow for a wide range of tenants.
- 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? 0
- c. What is the pay scale and benefits package for these positions?

4. Proposed Project Site

9th and Lincoln St Tallgrass Development
Site Address Current Owner

Legal Description: SEWARD H M & R ADDITION BLOCK 100 #LOTS 1 & 7

If current site owner is not the applicant, please list the arrangement to build:
Purchase agreement contingent on TIF approval

5. Physical Description of the Proposed Project

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

(2) ~7,000 sqft lots with proposed (2) 3650 sqft 4 plex. Structures will be 2 story wood framed. Exterior cladding is cement board lap siding.

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: R-4

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

What permits would be required? Building

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

Lots will need replatted to fit buildings.

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: \$ 80,000
b. Site Development (itemize below): \$ 49,800 (Totalled)

i. Demolition: \$

ii. Grading: \$ 30000

iii. Site Preparation: \$ 19800

iv. Other (explain): \$

c. Building Construction Cost: \$ 918060

d. Other Site Improvements (explain) \$

e. Equipment: \$

f. Architectural and Engineering Fees: \$ 1500

g. Legal Fees: \$

h. Financing Costs: \$ 32,000

i. Broker Costs, if any: \$

j. Contingencies: \$

k. Other (explain): \$

Total: \$ 1,081,360

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:

\$1,084,718

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

County Assessor appraisal

- b. Latest property valuation before construction (from Property Tax Statement): \$20,000
- c. Estimated increase in real estate valuation: \$1,084,715
- d. Estimated new real estate tax generated annually: \$13896.59

11. Proposed Source of Financing

- a. Equity: \$150,190
- b. Bank loan: \$800,000
(please provide conditional approval or commitment letters, if applicable)
- c. Tax Increment Financing: \$131,170
- d. Other (please describe): \$
- e. **TOTAL FINANCING:** \$1,081,360

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

Plex Construction

2940 Waverly Rd

Seward, NE 68434

13. Project construction schedule:

- a. Construction start date: 09/1/26
- b. Construction completion date: 05/1/26
- c. If project is phased:
- Year 2026 / 50 % Complete
- Year 2027 / 100 % Complete

14. Municipal reference (if applicable).

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

15. Amount of TIF request:

\$131,170

16. Application Fee Paid:

\$1,311.70

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):

TIF will be used to cover the initial ground purchase and site development.
Attached are the respective estimates.

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

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

No. Due to rising land, construction, and interest costs affordable multifamily rentals remain largely unfeasible without a large upfront cash investment.

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

No. Without TIF this project would not be financially feasible.

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

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

Signature: _____

Printed Name: Callin Ledall

Title: Owner Date: 5/20/26

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

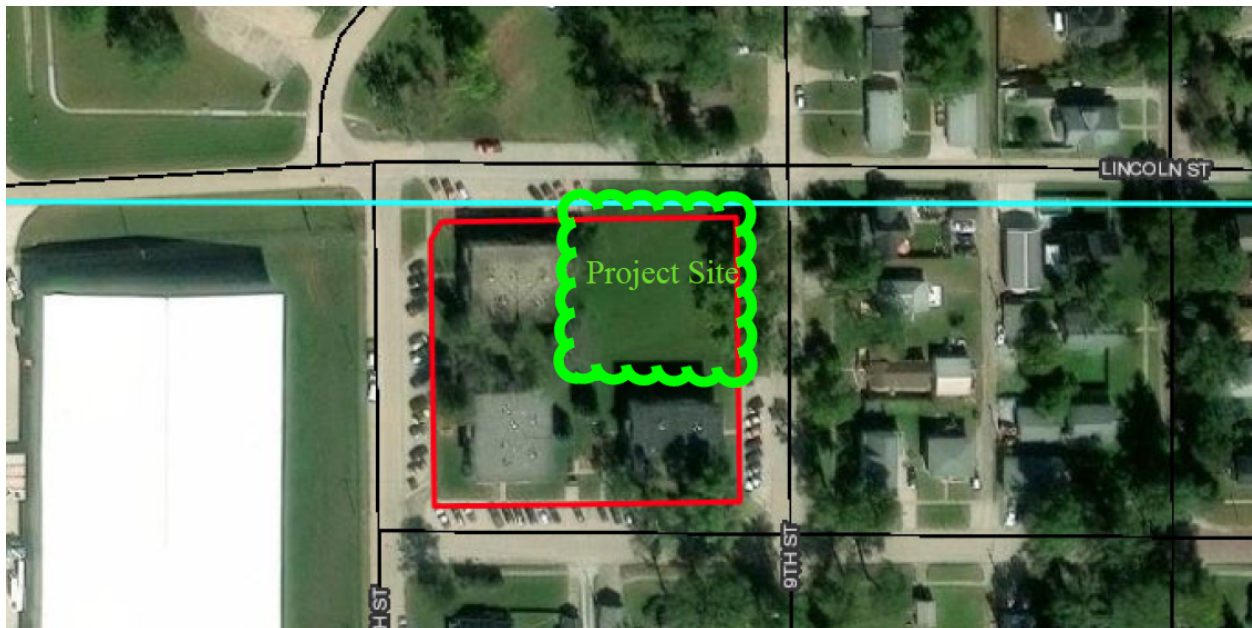
(9th AND LINCOLN REDEVELOPMENT PROJECT)

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 on the southwest corner of 9th Street and Lincoln Street, on a portion of the property identified as Parcel ID #800087054:





The Project Site is the excess portion of a lot that has been developed into housing. The Project Site is currently vacant.

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:

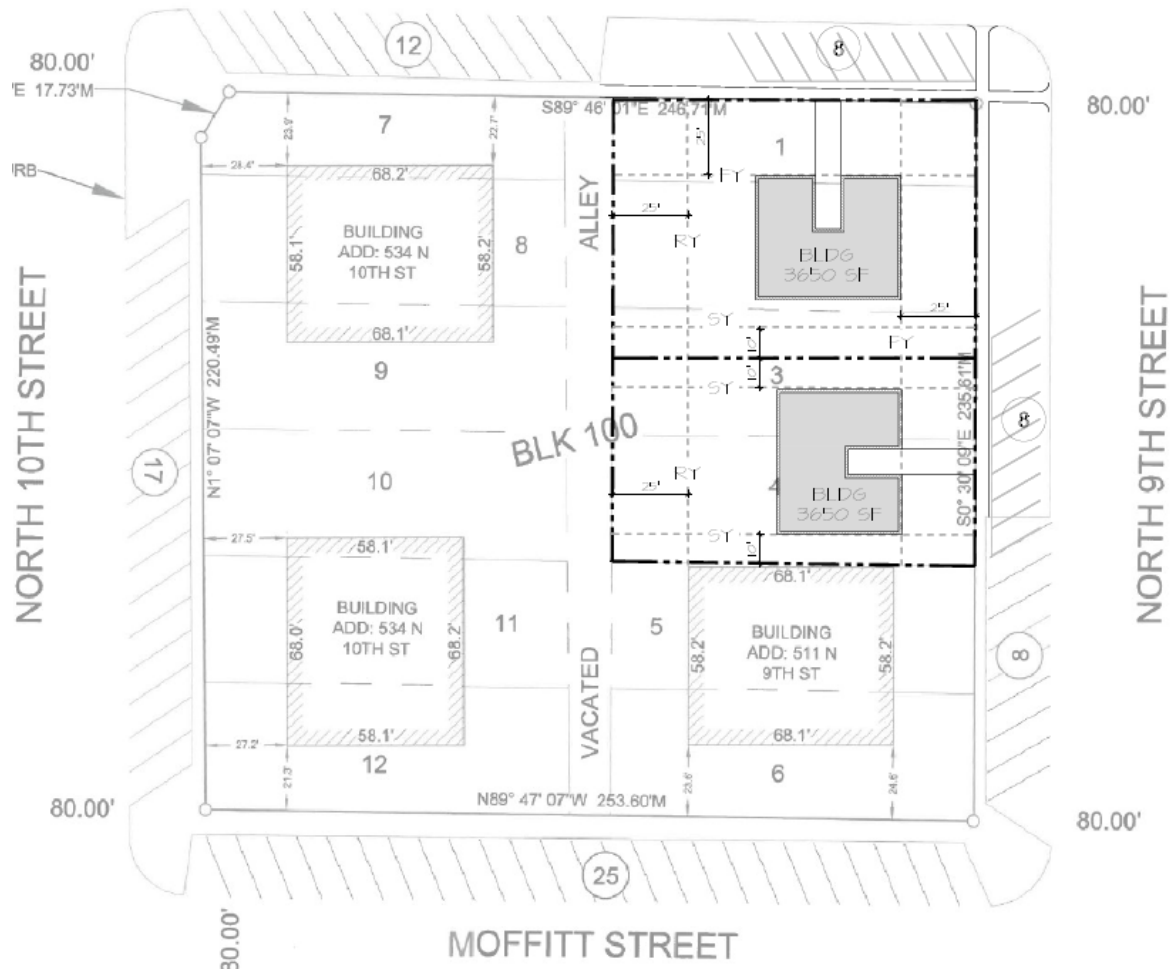


The Future Land Use Map of the Comprehensive Plan (defined below) designates the Project Site as residential.

The Redevelopment Project

Plex Homes, LLC (“Redeveloper”) currently has a contractual right to purchase the Project Site. Pending approval of this Plan Amendment, Redeveloper intends to construct two (2) 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 be approximately 865 square feet in area and have 2 bedrooms. Proposed site plan and preliminary renderings for the Project are set forth below:

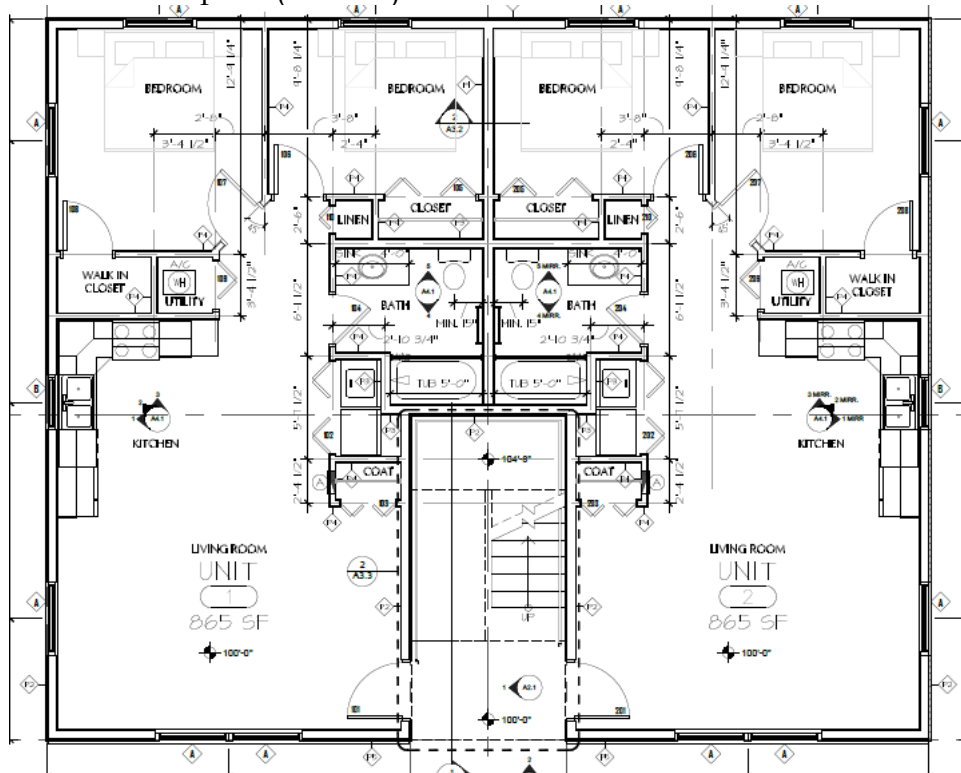
Preliminary Site Plan:



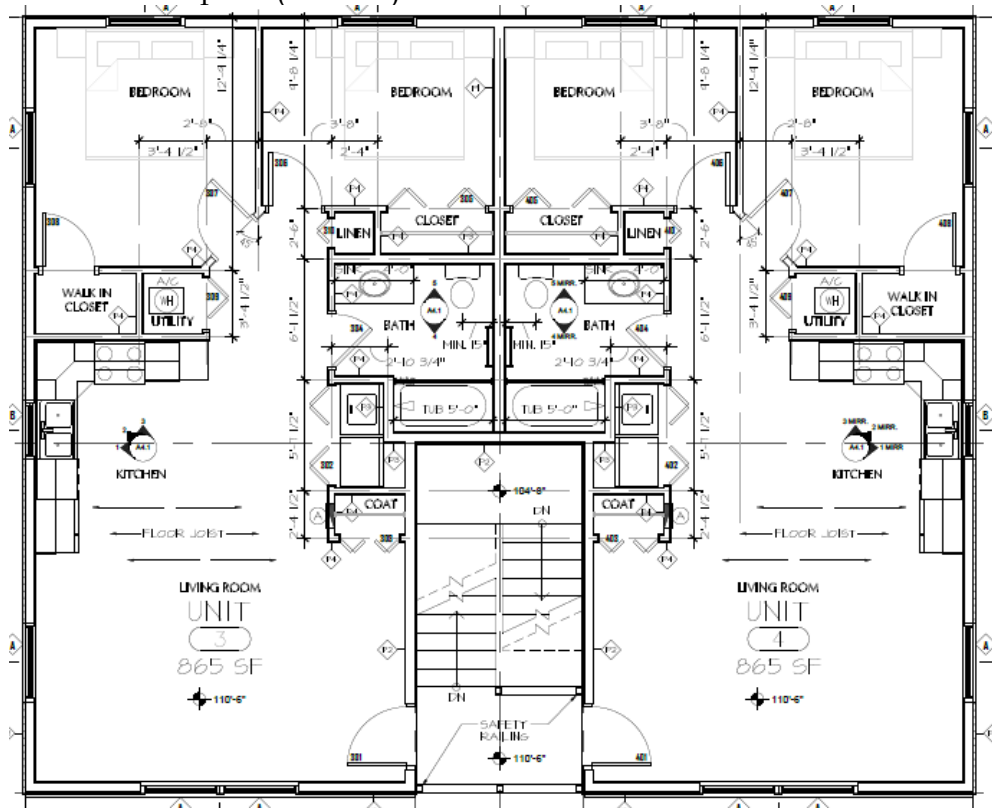
Building rendering:

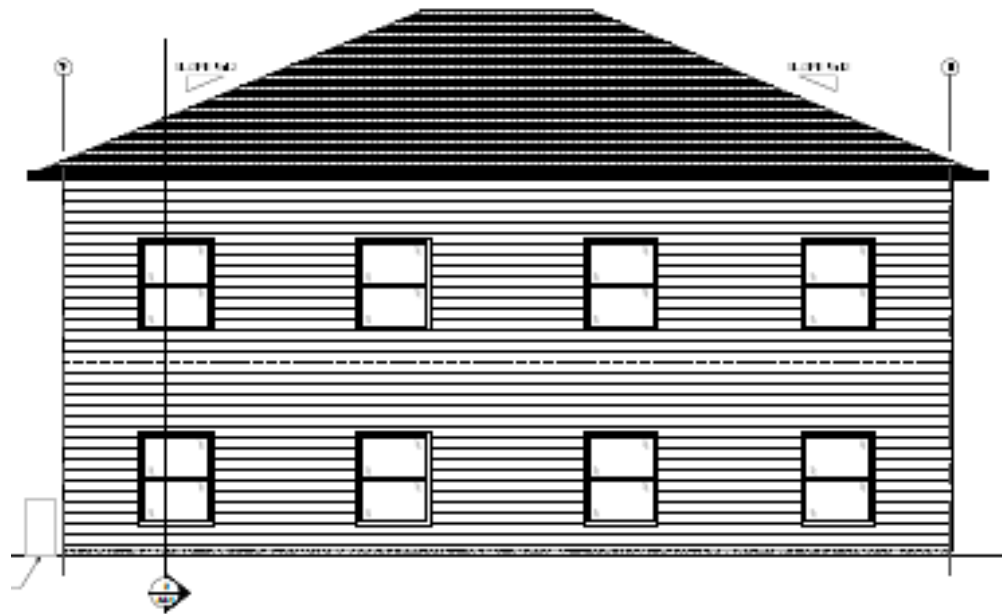


Level 1 floor plan (2 units):



Level 2 floor plan (2 units):

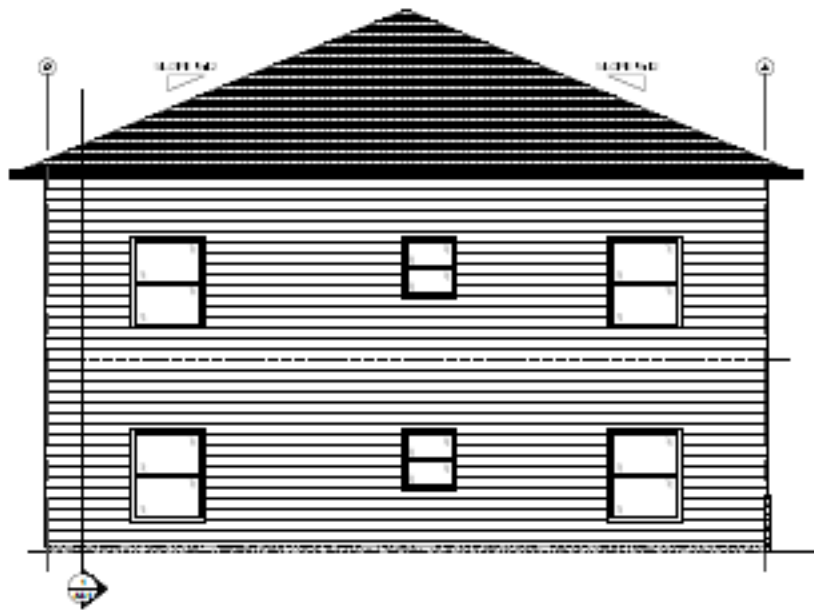




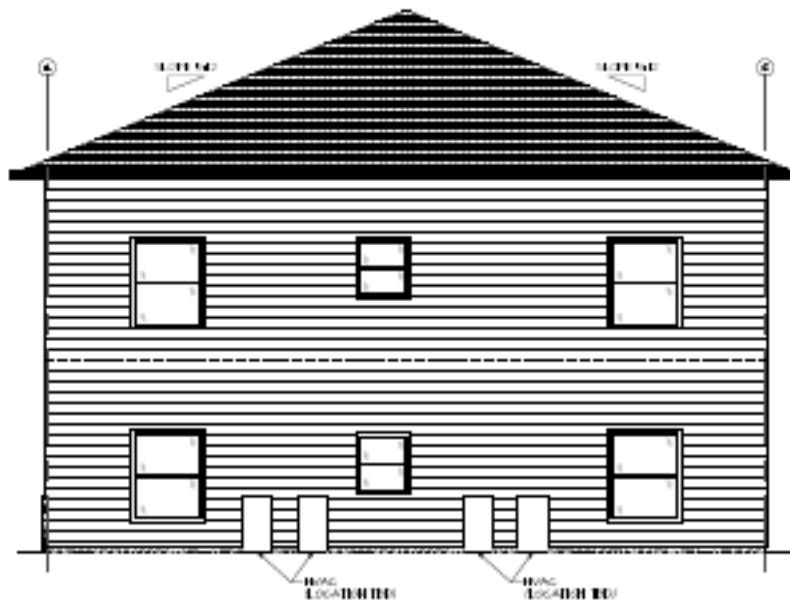
1. NORTH ELEVATION
SCALE: 1/4" = 1'-0"



2. SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



3. WEST ELEVATION
SCALE: 1/8" = 1'-0"



4. EAST ELEVATION
SCALE: 1/8" = 1'-0"

Construction of the project is intended to commence in Fall of 2026. The first building is anticipated to be completed in Q2 of 2027 (approximately May 1, 2027), and the second building is anticipated to be completed in fall 2027 (approximately October 1, 2027).

The preliminary estimated total cost of the Project is approximately \$1,081,360. The total estimated cost includes more than \$140,000 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 \$131,000 in TIF Indebtedness based upon the projected base value of \$20,000, an anticipated completed valuation of \$1,084,715, and a 7.5% interest rate for the TIF Note.¹ The TIF-eligible uses identified by the Redeveloper, together with the 3% CRA administration fee and cost of issuance, which are additional TIF-eligible uses that Redeveloper shall be required to pay, exceed the anticipated TIF amount of \$131,000. The final, actual cost of all TIF-eligible expenses shall be certified by Redeveloper upon completion of construction.

The base valuation year for the first building of the Project is anticipated to be 2026. The first year that the tax increment is anticipated to be captured will be 2027. Provided, however, Redeveloper shall have the right to delay the effective date for one or both buildings for one year, such that the base year is 2027 and the effective date is 2028. A separate effective date shall be remitted for each Project, but the effective date for each shall be no later than January 1, 2028. 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

No public acquisition or disposal of private property or relocation of families or businesses is necessary to accomplish the Project. The Project Site is currently owned by a third-party and Redeveloper has a contract in place to purchase the Project Site.

B. Population Density

The proposed development of the Project Site is the construction of two 4-plex residential buildings on vacant property. Each of the residential units will be an approximately 865 square foot, two-bedroom unit, so the eight 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

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

The proposed development of the Project Site is the construction of two approximately 3,650 square foot buildings on an approximately 7,450 square foot lots. 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. 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 16 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. The current parcel will need to be subdivided to create the two lots that will be the Project Site. Acquisition of the Project Site, and therefore completion of the Project, is contingent upon the subdivision to create the separate Project Site lots. Redeveloper shall be responsible for any further zoning changes that are necessary.

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: A portion of the following lot, to be subdivided into two lots for the Project:

SEWARD H M & R ADDITION BLOCK 100 #LOTS 1 & 7, ALL LOTS 2-12 & VAC ALLEY

Parcel ID: 800087054

Situs Address: 534 N. 10th Street, Seward NE 68434

The general location of the Project Site is depicted below:

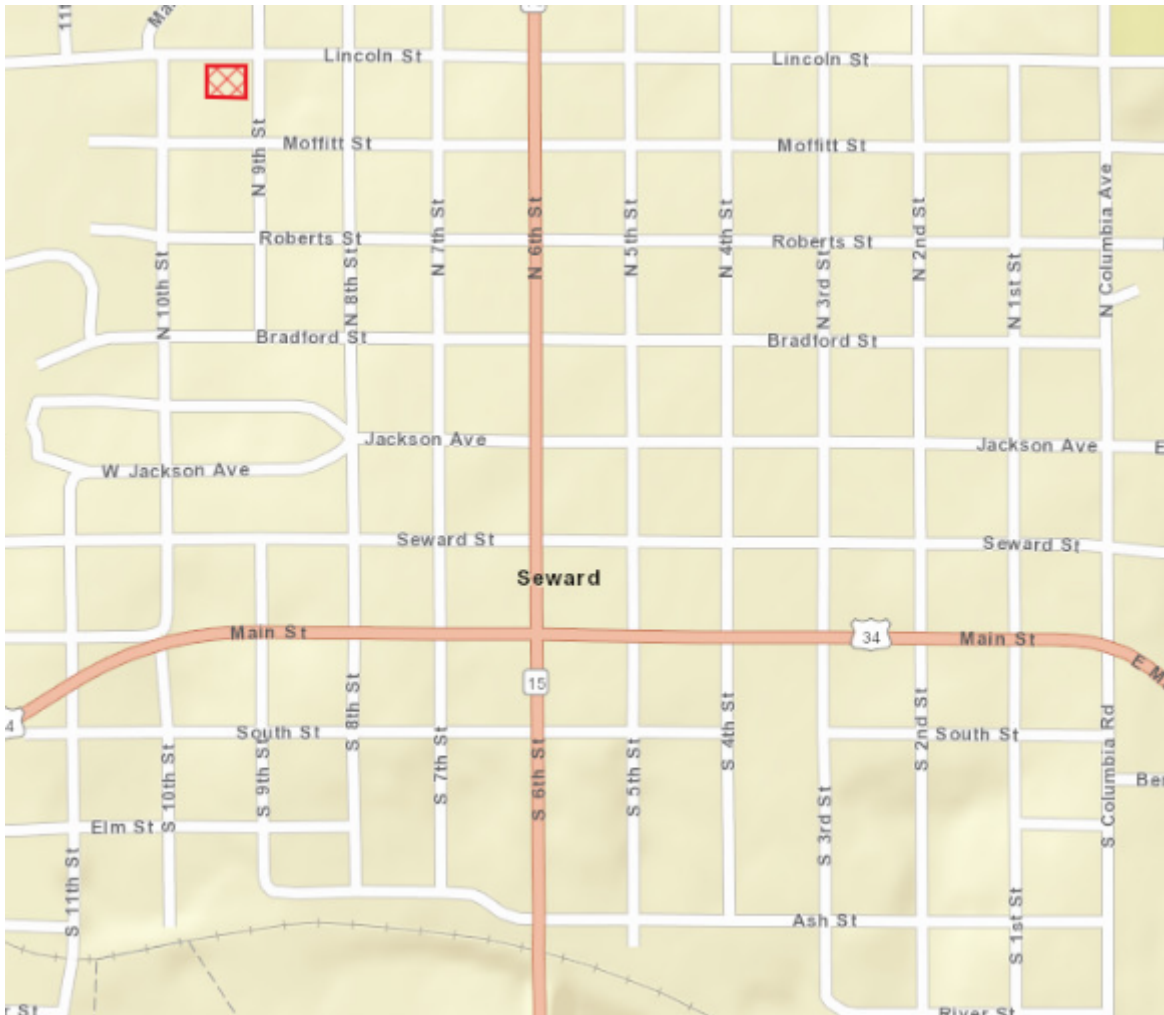


EXHIBIT “B”
Projected TIF Sources and Uses

TIF SOURCES: TIF authorized up to the amount of \$131,000, based upon the anticipated cost of the eligible TIF uses described below.

Assumptions:

Tax Levy:	1.381128
Project Site Base Value	\$20,000
Interest Rate	7.5%

TIF Calculation:

	Value	Taxes
Base Year	\$20,000	\$276
Completed	\$1,084,715	\$14,981
Increment	\$1,064,715	\$14,705

Annual TIF	\$14,705
Max TIF (15 yrs)	\$220,576
TIF Amount	\$131,000

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 \$131,000.

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

3% Amin. Fee	\$	3,933
City Cost of Issuance (Estimate)	\$	7,500
Site Acquisition	\$	80,000
Site Prep/Grading	\$	30,000
Landscaping Enhancements	\$	19,800
Total Eligible Expenses	\$	141,233

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 purpose of illustrating the incremental taxes used for TIF, the tax shift is as follows:

a.	Estimated Base Project Area Valuation:	\$20,000
b.	Projected Completed Project Assessed Valuation:	\$1,084,715
c.	Projected Tax Increment Base:	\$1,064,715
d.	Estimated Tax Levy:	1.381128
e.	Annual Projected Tax Shift:	\$14,705

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 in an area currently used for housing. Adding eight 2-Bedroom units to vacant property 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 8 units will be an approximately 865 square foot, 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 8 students, which is not a significant increase to the student population.

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 eight (8) 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.

4911-3295-4038, v. 2

4911-3295-4038, v. 2

4911-3295-4038, v. 2

**REDEVELOPMENT AGREEMENT
(9TH AND LINCOLN REDEVELOPMENT PROJECT)**

This Redevelopment Agreement is made and entered into effective as of the 21st day of July, 2026, by and between the Community Redevelopment Authority of the City of Seward, Nebraska (“CRA”) and Plex Homes, 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 is under contract to purchase and shall own the Project Site located in the Redevelopment Area.

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

E. The Redeveloper’s proposed redevelopment project will consist of the construction of two multifamily residential buildings with four units in each building and associated improvements on the Project Site, as more particularly described on the attached and incorporated Exhibit “A”. The project will be implemented in up to two (2) phases.

F. A phased redevelopment project, including the phasing of the division of ad valorem taxes for the project, is permitted under Section 18-2147 of the Act, which expressly authorizes the division of ad valorem taxes on portions of the real property in the redevelopment project for a period not to exceed 15 years. This Project will accordingly divide the ad valorem taxes on each phase of the real property in the redevelopment project in different years, each for a period not to exceed 15 years.

G. 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.

H. 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” has the meaning set forth in Section 3.01 of this Agreement.

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

G. “Minimum Project Valuation” means the amount of One Million Eighty-Four Thousand Seven Hundred Fifteen and No/100 Dollars (\$1,084,715.00).

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

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

J. “Project Completion Date” means December 31, 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 Plex Homes, 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 has the Project Site under contract to purchase and shall own the Project Site in fee simple and free from any liens, encumbrances, or restrictions which would prevent the performance of this Redevelopment Agreement by Redeveloper.

(e) Pursuant to NEB. REV. STAT. § 18-2119, Redeveloper 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 for each phase and continuing thereafter, the CRA shall capture the Tax Increment from the Improvements pursuant to the Act. The CRA shall capture the Tax Increment generated by each phase of the Project Site for a total period of not to exceed fifteen (15) years for each phase after the 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 CDA. The effective date of this provision shall be the Effective Date.

The Private Improvements may be completed in up to two (2) phases. Each phase of the Project will specifically identify the lot or lots in the Project Site that will be

developed in that phase. In order to optimize the Tax Increment for the Project, each phase may have a separate “Effective Date” for the division of ad valorem taxes and the number of residential dwelling units included in each phase will be based upon the construction and absorption rate of the Improvements. It is anticipated that the Project will have the following Effective Dates:

- Phase One Effective Date: January 1, 2027
- Phase Two Effective Date: January 1, 2028

Provided, however, the Redeveloper may complete the Project in less than two (2) phases. Redeveloper, upon written notice to the CRA, may determine the Effective Date for each lot based upon the construction and absorption rate of the Private Improvements. Upon notification and direction from the Redeveloper no later than June 1, the CRA shall file with the Seward County Assessor the “Notice to Divide Taxes” on or prior to July 1 in the calendar year of the Effective Date for each phase of the Project, which shall identify the legal description of the lot(s) located within the Project Site constituting the phase, the Base Year (calendar year prior to the Effective Date) for such phase, and the year in which the tax division becomes effective (calendar year of the Effective Date) for said phase.

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 Thirty-One Thousand and No/100 Dollars (\$131,000.00), 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:

Plex Homes, LLC
Attn: Callin Ledall
2940 Waverly Road
Seward, NE 68434

[SIGNATURE PAGE TO FOLLOW]

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

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

ATTEST:

By: _____
Greg Butcher, Secretary

By: _____
Timothy Moll, Chairman

REDEVELOPER:
PLEX HOMES, LLC, a Nebraska
limited liability company

By: _____
Callin Ledall, Manager

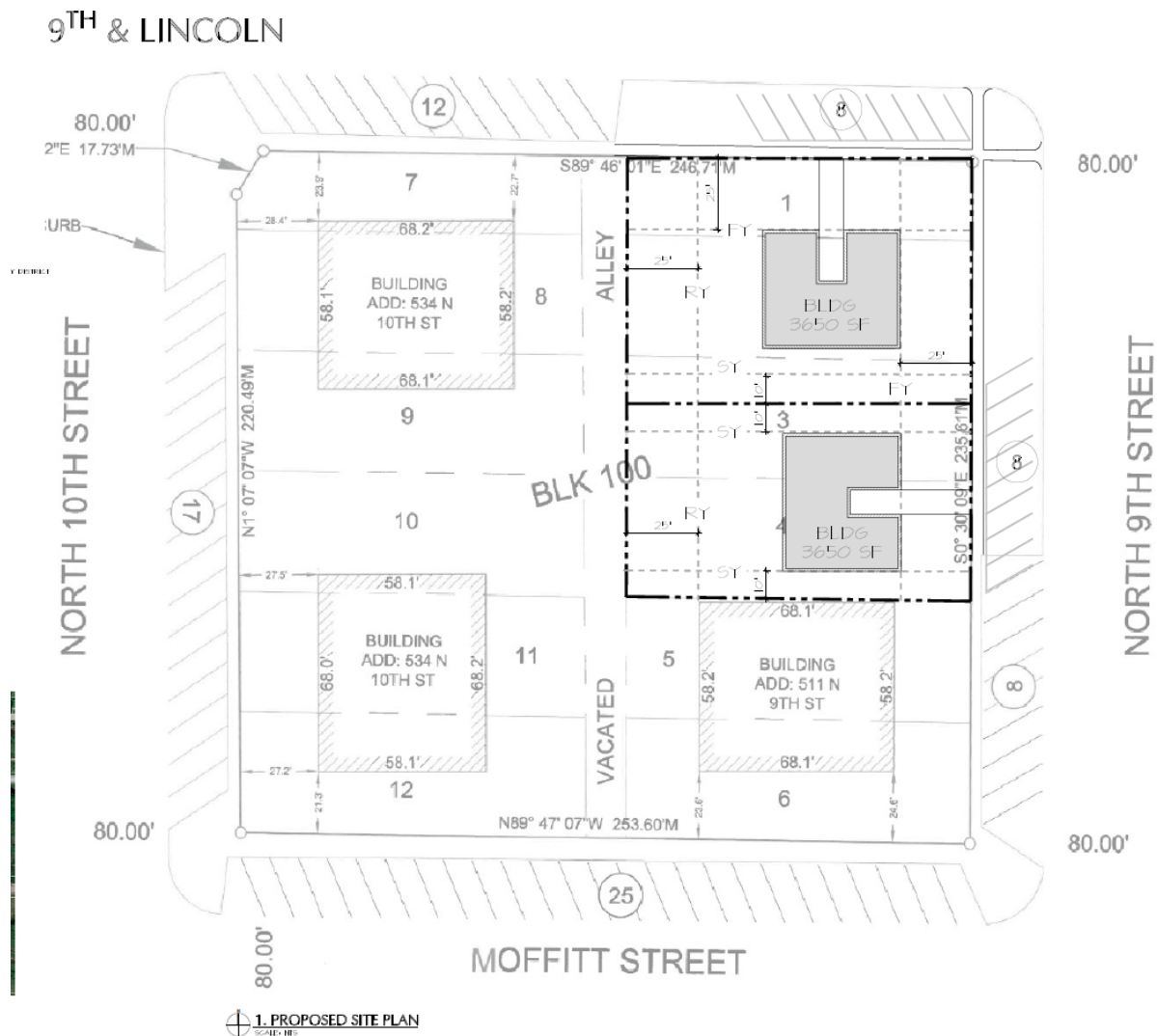
EXHIBIT "A"
DESCRIPTION OF PROJECT

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

SEWARD H M & R ADDITION BLOCK 100 #LOTS 1 & 7, ALL LOTS 2-12 & VAC ALLEY

(Parcel ID 800087054).

The above-identified parcel is being subdivided and replatted to create the Project Site as a separate lot as generally depicted below:



This Exhibit "A" may be updated or supplemented with the correct legal description following said replat.

Exhibit "A"

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

- (a) **Private Improvements.** The construction of two residential building on the Project Site with four (4) dwelling units in each building, together with all related improvements.
- (b) **Public Improvements.** Site acquisition, 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.

The Project may be completed in up to two (2) phases as described in the Redevelopment Agreement. Each phase may have a separate effective date and no effective date may be later than January 1, 2028..

**EXHIBIT “B”
TIF INDEBTEDNESS**

1. Projected Base Value: \$20,000
2. Projected Minimum Final Value: \$1,084,715
3. Projected Incremental Valuation: \$1,064,715
4. Assumed Tax Levy: 1.381128
5. Anticipated Tax Increment: \$14,705 annually
6. Assumed Interest Rate: 7.5%
7. TIF Indebtedness:

- a. **Principal Amount.** The principal amount of the TIF Indebtedness shall be equal to or less than \$131,000, 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, 2043.
- d. **TIF Period.** The period for the division of taxes for this Project shall be fifteen (15) years for each phase, commencing on the Effective Date for each phase, and the maturity date for the Project shall be December 31st of the fifteenth (15th) year real estate taxes are collected for the final phase. For example, assuming the Effective Date for phase two is January 1, 2028 (2028 taxes paid in 2029), the TIF Period will terminate on December 31, 2042 (2042 taxes due on December 31, 2042 but paid in 2043). 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	1.381128
Interest Rate	7.5%
Number of Years	15

Property Valuation:

	Assessed Val.	Est. Taxes
Pre-Project	\$20,000	\$276
Completed Project	\$1,084,715	\$14,981
Difference	\$1,064,715	\$14,705

TIF Calculations:

Annual TIF Amount	\$14,705
Total TIF	\$220,576
TIF Indebtedness (Present Value)	\$131,090
less 3% Admin Fee	(\$3,933)
Approx. Cost of Issuance (actual cost TBD)	(\$7,500)
TIF Available to Redeveloper	\$119,658

2. TIF USES:

Site Acquisition	\$80,000
Site preparation/grading	\$30,000
Landscaping Enhancements	\$19,800
Façade Enhancements	\$10,000
Cost of Issuance	\$7,500
3% Amin. Fee	\$3,126
Total Eligible Expenses	\$141,233

**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
(9th and Lincoln Redevelopment Project)**

This Memorandum of Redevelopment Agreement (“Memorandum”) is made this ____ day of _____, 2026 by and between the Community Redevelopment Authority of the City of Seward, Nebraska (“CRA”) and Plex Homes, LLC, a Nebraska limited liability company (“Redeveloper”).

1. **Redevelopment Agreement.** CRA and Redeveloper have entered into that certain Redevelopment Agreement dated effective as of July 21, 2026, describing the public improvements and the private improvements being made to real property owned by Redeveloper and legally described as:

_____, 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 _____, 2026, 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:

PLEX HOMES, LLC, a Nebraska
limited liability company

By: _____
Callin Ledall, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF SEWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by Callin Ledall, Manager of Plex Homes, 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
(9TH AND LINCOLN REDEVELOPMENT PROJECT)

Maturity Date	Interest Rate	Original Issuance Date
December 15, 2043	7.5%	

Registered Holder	Principal Amount
Plex Homes, LLC	\$131,000.00

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 for each phase due each June 15 and December 15 for the 15-year TIF-period for each phase through December 15, 2043, 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 for the first phase identified in the Redevelopment Agreement (which is December 31st of the year of the Effective Date); or (2) the date that the Redeveloper has submitted and the CDA has accepted the Cost Certification for the eligible costs for the Project (the "Accrual Commencement Date").

This Note is designated the Community Redevelopment Authority of the City of Seward, Nebraska Redevelopment Revenue Note (9th and Lincoln Redevelopment Project), aggregating One Hundred Thirty-One Thousand and No/100 Dollars (\$131,000.00) ("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 Plex Homes, LLC, a Nebraska limited liability company, for the 9th and Lincoln 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
(9th and Lincoln 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:

_____, 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 July 21, 2026.

REDEVELOPER:

Plex Homes, LLC, a Nebraska limited
liability company

By: _____
Callin Ledall, 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: _____

Plex Homes, 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 \$131,000**

Plex Homes, LLC, a Nebraska limited
liability company

By: _____
Callin Ledall, Manager

COPIES OF PROOF OF PAYMENT ARE ATTACHED HERETO.

Approved the by Chairman of the CRA:

Timothy Moll, Chairman

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

CITY OF SEWARD, NEBRASKA

RESOLUTION NO. 2026-14

(Amendment to Redevelopment Plan–9th and Lincoln Redevelopment Project)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEWARD, NEBRASKA, APPROVING AN AMENDMENT OF THE REDEVELOPMENT PLAN FOR THE CITY OF SEWARD, NEBRASKA, INCLUDING THE 9TH AND LINCOLN REDEVELOPMENT PROJECT.

RECITALS

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

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

C. The Redevelopment Plan Amendment includes a redevelopment project identified as the 9th and Lincoln Redevelopment Project (the “Project”) that will utilize Tax Increment Financing pursuant to Neb. Rev. Stat. § 18-2147.

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

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

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

G. On July 21, 2026, the City Council held a public hearing relating to the question of whether the Redevelopment Plan Amendment should be adopted and approved by the City. All interested parties were afforded at such public hearing a reasonable opportunity to express their views respecting the submitted question.

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

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

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

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

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

Dated this 21st day of July, 2026.

CITY OF SEWARD, NEBRASKA

By: _____
Mayor

ATTEST: _____
City Clerk

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

CITY OF SEWARD, NEBRASKA

RESOLUTION # 2026-15

(Redevelopment Agreement – 9th and Lincoln Redevelopment Project)

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

RECITALS

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

B. The Redevelopment Plan, as amended, includes a specific redevelopment project identified as the 9th and Lincoln Redevelopment Project that will include the use of Tax Increment Financing (the “Project”).

C. On July 8, 2026, the CRA approved the Redevelopment Agreement for the Project.

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

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

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

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

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

Dated this 21st day of July, 2026.

CITY OF SEWARD, NEBRASKA

By: _____
Mayor

ATTEST: _____
City Clerk

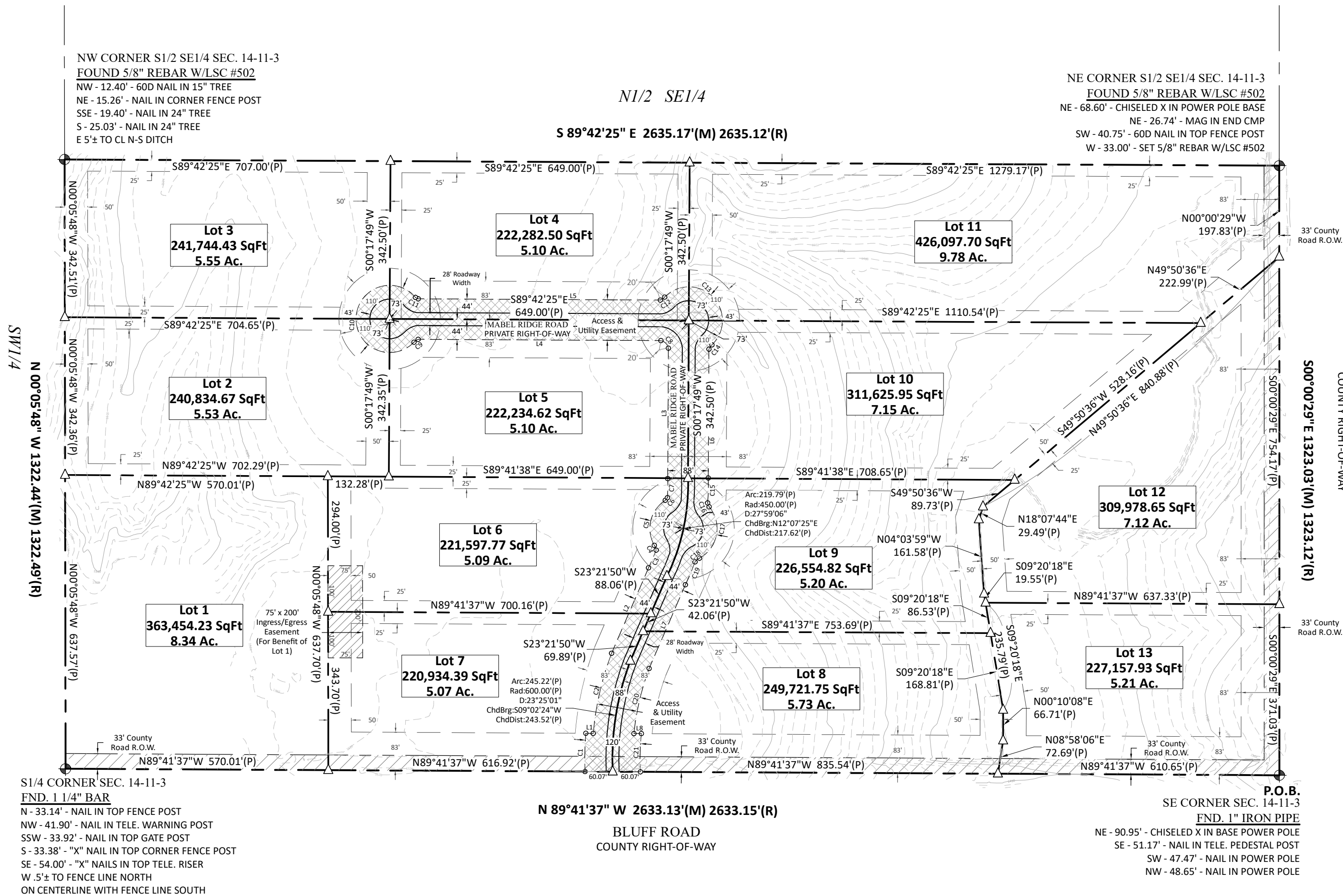
ADMINISTRATIVE ITEMS

1. Consideration of the Preliminary Plat of Bluff Country Estates - Building/Zoning & Code Enf. Director Dworak

PRELIMINARY

BLUFF COUNTRY ESTATES PRELIMINARY PLAT

A PLAT OF THE S 1/2 OF THE SE 1/4 SEC. 14,
T11N, R03E, 6TH P.M. SEWARD COUNTY, NEBRASKA



SURVEYOR'S CERTIFICATE / LEGAL DESCRIPTION

I HEREBY CERTIFY THAT I HAVE ACCURATELY SURVEYED AND STAKED THE FOREGOING PLAT TO BE KNOWN AS "BLUFF COUNTRY ESTATES" BEING COMPRISED OF LOTS 1 THROUGH 13.

A REPLAT OF THE S 1/2 OF THE SE 1/4 OF SECTION 14, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH P.M., SEWARD COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SE CORNER OF SAID SECTION 14, THENCE ON THE SOUTH LINE OF THE SE 1/4 OF SAID SECTION 14, N89°41'37"W A DISTANCE OF 2633.13 FEET TO THE S 1/4 CORNER OF SAID SECTION 14; THENCE ON THE WEST LINE OF THE SE 1/4 OF SAID SECTION 14, N00°05'48"W A DISTANCE OF 1322.44 FEET TO THE NW CORNER OF THE S 1/2 OF THE SE 1/4 OF SAID SECTION 14; THENCE ON THE NORTH LINE OF THE S 1/2 OF THE SE 1/4 OF SAID SECTION 14, S89°42'25"E A DISTANCE OF 2635.17 FEET TO THE NE CORNER OF THE S 1/2 OF THE SE 1/4 OF SAID SECTION 14; THENCE ON THE EAST LINE OF THE SE 1/4 OF SAID SECTION 14, S00°00'29"E A DISTANCE OF 1323.03 FEET TO THE SE CORNER OF SAID SECTION 14, ALSO BEING THE POINT OF BEGINNING.

SAID TRACT OF LAND, (BLUFF COUNTRY ESTATES) CONTAINS 3,484,219.41 SQUARE FEET OR 79.99 ACRES MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD. WHICH 129,464.98 SQUARE FEET OR 2.97 ACRES MORE OR LESS, IS COUNTY ROAD RIGHT OF WAY.

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

SIGNED THIS _____ DAY OF _____, 2026.

PAUL A. CATLETT P.L.S. #761
CATLETT SURVEYING
13650 S. 150TH COURT
BENNET, NE 68317

OWNERSHIP CERTIFICATE:

I/WE, THE UNDERSIGNED, **RODNEY D. LYON AND ANN B. LYON**, HUSBAND AND WIFE, OWNER(S) OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN DO HEREBY CERTIFY THAT WE HAVE LAID OUT, PLATTED, SUBDIVIDED, AND DO HEREBY LAY OUT, PLAT AND SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT.

THIS PLAT SHALL BE KNOWN AS "BLUFF COUNTRY ESTATES", A REPLAT OF THE S 1/2 OF THE SE 1/4 OF SECTION 14, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH P.M., SEWARD COUNTY, NEBRASKA.

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

THE ACCESS AND UTILITY EASEMENT (ALSO USED FOR PRIVATE ROADWAY) IS FOR THE BENEFIT OF LOTS 2 THROUGH 11.

THE INGRESS AND EGRESS EASEMENT LOCATED ON LOTS 6 AND 7 IS FOR THE BENEFIT OF THE OWNER(S) OF LOT 1 AND WILL RUN WITH THE LAND.

LOTS 12 AND 13 WILL ACCESS ONTO 238TH ROAD.

NO ACCESS FROM 7, 8 AND 13 WILL BE ALLOWED ONTO BLUFF ROAD

LOT 1 WILL MAINTAIN ACCESS ONTO BLUFF ROAD.

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

WITNESS OUR HANDS THIS _____ DAY OF _____, 2026.

RODNEY D. LYON (A MARRIED PERSON - HUSBAND)

ANN B. LYON (A MARRIED PERSON - WIFE)

ACKNOWLEDGMENT OF NOTARY

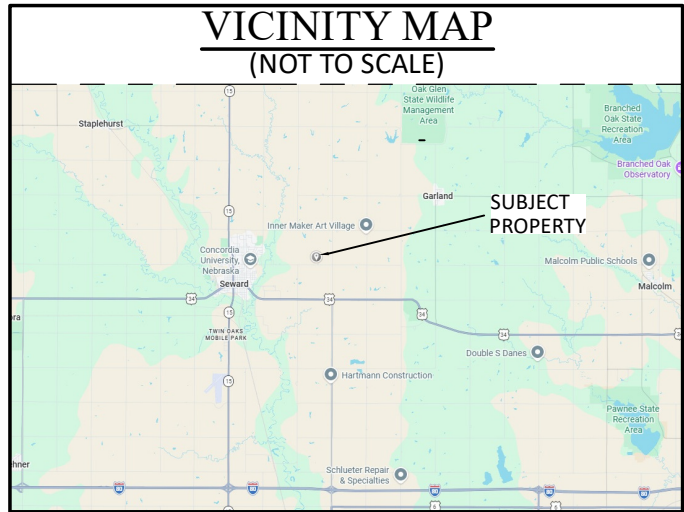
ON THIS _____ DAY OF _____, 2026 BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC, DULY COMMISSIONED, QUALIFIED FOR AND RESIDING IN SAID COUNTY, PERSONALLY CAME TO ME, RODNEY D. LYON (A MARRIED PERSON - HUSBAND) KNOWN TO BE THE IDENTICAL PERSON(S) WHOSE NAME ARE FIXED TO THE DEDICATION OF THE FOREGOING PLAT AND THEY ACKNOWLEDGE THE SAME TO BE THEIR VOLUNTARY ACT AND DEED. MY COMMISSION EXPIRES THE _____ DAY OF _____, _____

NOTARY PUBLIC

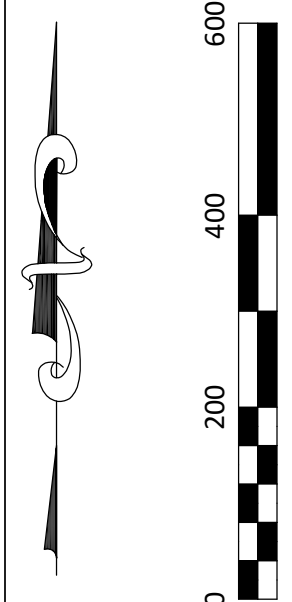
ACKNOWLEDGMENT OF NOTARY

ON THIS _____ DAY OF _____, 2026 BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC, DULY COMMISSIONED, QUALIFIED FOR AND RESIDING IN SAID COUNTY, PERSONALLY CAME TO ME, ANN B. LYON (A MARRIED PERSON - WIFE) KNOWN TO BE THE IDENTICAL PERSON(S) WHOSE NAME ARE FIXED TO THE DEDICATION OF THE FOREGOING PLAT AND THEY ACKNOWLEDGE THE SAME TO BE THEIR VOLUNTARY ACT AND DEED. MY COMMISSION EXPIRES THE _____ DAY OF _____, _____

NOTARY PUBLIC



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

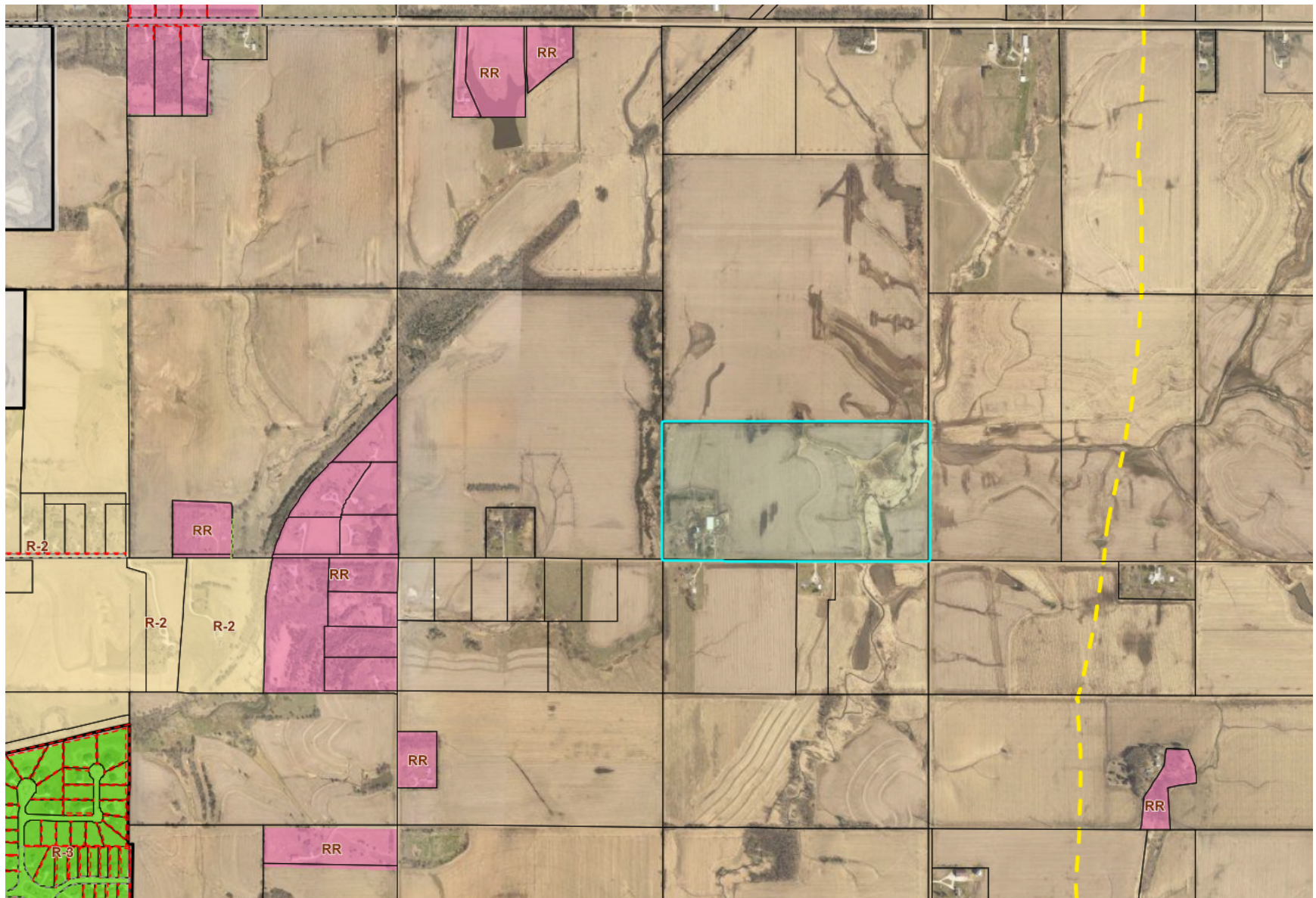


LEGEND

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

Drawn By: PC
Checked By: TC/JS
Crew: JS
Field: 4-27-26
Drawing: 6-05-26
Job #: 2026-047
Scale: 1" = 200'
Sheet 1 of 1

BLUFF COUNTRY ESTATES
PRELIMINARY PLAT
A PLAT OF THE S 1/2 OF THE SE 1/4 SEC. 14,
T11N, R03E, 6TH P.M. SEWARD COUNTY, NEBRASKA
Sheet 1 of 1





City of Seward Planning Commission

Major Subdivision Application

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

Date: 4/10/2026 Preliminary Plat Fee: \$400 + \$40 per Lot: 920 ~~\$480~~ + Notification Fee: \$100 = Amount Due: 1020 ~~\$980~~

Owner/Developer: Rod and Ann Lyon Address: 2440 Bluff Road, Seward NE 68434
Email: [REDACTED] Phone: [REDACTED]
Legal Description: 14-11-3 S 1/2 SE 1/4 80 AC Subdivision: n/a
Project Engineer: Prelim-SKCH/Final-Catlett Number of Lots: 12
Present Zoning: AG Requested Zoning: RR

Within City Limits	Yes <u> </u>	No <u>✓</u>	NA <u> </u>
Adjacent to City Limits	Yes <u> </u>	No <u>✓</u>	NA <u> </u>
Within 2 Mile Area	Yes <u>✓</u>	No <u> </u>	NA <u> </u>
Annexation Requested	Yes <u> </u>	No <u>✓</u>	NA <u> </u>
Subdivision Agreement Submitted	Yes <u> </u>	No <u> </u>	NA <u>✓</u>
Performance Bond Required	Yes <u> </u>	No <u> </u>	NA <u>✓</u>

Signed by Developer: [Signature]

Final Plat Review

Staff Review

Electric Dept
Street Dept
Police Dept
Park/Rec Dept

Agency Review

Cable TV
Gas Co
Phone Co
School Board
County P.C.

Final Plat Fee: \$100 + \$10 per Lot: + Filing Fee: = Amount Due: \$100

Aid to Construction for Electric Department per Resolution No. 2025-30

Developer Fee set by Electrical Superintendent and payable before development begins.

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

Total Amount Due: \$600.00

Date Action Taken: Planning Commission City Council

NEBRASKA Onsite Wastewater Treatment System

12-014
Ver. 4/2020

Good Life. Great Resources

DEPT. OF ENVIRONMENT AND ENERGY

Soil Percolation Test Data Sheet

Owner Name Rod Lyon Phone 402-641-5029
 Address 2440 Bluff Rd Seward NE 68434
 City State Zip

Location (Attach a sketch of the property showing test hole locations)

N 1/2 Sec 14 Seward
 1/4 1/4 Section Township Range County

Lot # 2 Subdivision S89°42'25"E Bluff Country Estates

Soil Type (Check one)

Sand ☐ Silt ☐ Clay ☐ Sandy Clay ☐ Loamy Sand ☐ Silty Clay ☐
 Silty Clay Loam ☒ Sandy Loam ☐ Silt Loam ☐

Dates of Test

Start Date 7/7 to End Date 7/8, 2026

Weather Conditions

Precipitation — Avg. Temp 90 °F

Percolation Test Measurements and Data

Hole No.	Hole Depth (in.)	Pre-saturation Period				Percolation Readings (last period)					Results		
		Start		End		Start		End		Water Level Drop (inch)	Elapsed Time (minutes)	Drop in Water Level (inches)	Percolation Rate (in ÷ 1) (minutes per inch)
		Date (Mo./Day)	Time (Hr./Min)	Date (Mo./Day)	Time (Hr./Min)	Date (Mo./Day)	Time (Hr./Min)	Date (Mo./Day)	Time (Hr./Min)				
1	36"	7/7	3:45	7/8	2:25	7/8	2:25	7/8	2:25	5 3/8	30	7/8	48
2	36"	7/7	3:45	7/8	2:26	7/8	2:26	7/8	2:26	5 1/2	30	7/8	48
3	36"	7/7	3:45	7/8	2:27	7/8	2:27	7/8	2:27	5 1/4	30	3/4	40

Tests must be performed by a certified professional, a professional engineer or a registered environmental health specialist.

Signature Derek Hays

Certificate or License # 30841

Address 318 North F St.

City Milford St. NE Zip 68405

Phone 402-641-2904

Sum of Percolation Rates = 136

Avg. of Percolation Rates* = 45.3
 (sum of rates ÷ number of tests)
 (minutes per inch)

* If rates vary by more than 20 min/in., do not average. Use slowest rate measured for sizing soil absorption area.

NEBRASKA Onsite Wastewater Treatment System

12-014
Ver. 4/2020

Good Life, Good Resources

DEPT. OF ENVIRONMENT AND ENERGY

Soil Percolation Test Data Sheet

Owner Name Rod Lyon Phone 402-641-5029
 Address 2440 Bluff Rd Seward NE 68434
 City State Zip

Location (Attach a sketch of the property showing test hole locations)

N 1/2 SE 1/4 Seward
 1/4 1/4 Section Township Range County

Lot # 3 Subdivision S89°42'25"E Bluff Country Estates

Soil Type (Check one)

Sand ☐ Silt ☐ Clay ☐ Sandy Clay ☐ Loamy Sand ☐ Silty Clay ☐

Silty Clay Loam ☒ Sandy Loam ☐ Silt Loam ☐

Dates of Test

Start Date 7/7 to End Date 7/8, 2026

Weather Conditions

Precipitation — Avg. Temp 90 °F

Percolation Test Measurements and Data

Hole No.	Hole Depth (in.)	Pre-saturation Period				Percolation Readings (last period)					Results		
		Start		End		Start		End		Water Level Drop (inch)	Elapsed Time (minutes)	Drop in Water Level (inches)	Percolation Rate (in ÷ t) (minutes per inch)
		Date (Mo./Day)	Time (Hr./Min)	Date (Mo./Day)	Time (Hr./Min)	Date (Mo./Day)	Time (Hr./Min)	Date (Mo./Day)	Time (Hr./Min)				
1	36	7/7	4P	7/8	2:21	7/8	2:21	7/8	2:51	5 1/4	30	3/4	40
2	36	7/7	4P	7/8	2:22	7/8	2:22	7/8	2:52	5 1/4	30	3/4	40
3	36	7/7	4P	7/8	2:23	7/8	2:23	7/8	2:53	5 3/8	30	5/8	48

Tests must be performed by a certified professional, a professional engineer or a registered environmental health specialist.

Derek Hutto
 Signature

Certificate or License # 3084

Address 318 North F St.

City Milford St. NE Zip 68405

Phone 402-641-2904

Sum of Percolation Rates = 128

Avg. of Percolation Rates* = 42.7
 (sum of rates ÷ number of tests)
 (minutes per inch)

* If rates vary by more than 20 min/in., do not average. Use slowest rate measured for sizing soil absorption area.

NEBRASKA Onsite Wastewater Treatment System

12-014
Ver. 4/2020

Good Life. Great Resources.

DEPT. OF ENVIRONMENT AND ENERGY

Soil Percolation Test Data Sheet

Owner Name Rod Lyon Phone 402-641-5029
 Address 2440 Bluff Rd Seward NE 68434
 City State Zip

Location (Attach a sketch of the property showing test hole locations)

N 1/2 Sec 14
 1/4 1/4 Section Township Range County

Lot # 4 Subdivision S89° 42' 05" E Bluff Country Estates

Soil Type (Check one)

Sand ☐ Silt ☐ Clay ☐ Sandy Clay ☐ Loamy Sand ☐ Silty Clay ☐

Silty Clay Loam ☒ Sandy Loam ☐ Silt Loam ☐

Dates of Test

Start Date 7/7 to End Date 7/8, 2026

Weather Conditions

Precipitation — Avg. Temp 90 °F

Percolation Test Measurements and Data

Hole No.	Hole Depth (in.)	Pre-saturation Period				Percolation Readings (last period)					Results		
		Start		End		Start			End		Elapsed Time (minutes)	Drop in Water Level (inches)	Percolation Rate (m ÷ t) (minutes per inch)
		Date (Mo./ Day)	Time (Hr./ Min)	Date (Mo./ Day)	Time (Hr./ Min)	Date (Mo./ Day)	Time (Hr./ Min)	Water Level (inch)	Time (Hr./ Min)	Water Level Drop (inch)			
1	36	7/7	4:15	7/8	1:45	7/8	1:45	6	2:18	5 1/8	30	7/8	34.3
2	36	7/7	4:15	7/8	1:47	7/8	1:47	6	2:17	5 3/8	30	5/8	48
3	36	7/7	4:15	7/8	1:48	7/8	1:48	6	2:18	5 3/8	30	5/8	48

Tests must be performed by a certified professional, a professional engineer or a registered environmental health specialist.

Derek S. Smith
 Signature

Certificate or License # 3084

Address 318 North F St.

City Midland St. NE Zip 68405

Phone 402-641-2904

Sum of Percolation Rates = 130.3

Avg. of Percolation Rates* = 43.4
 (sum of rates ÷ number of tests)
 (minutes per inch)

* If rates vary by more than 20 min/in., do not average. Use slowest rate measured for sizing soil absorption area.

Soil Percolation Test Data Sheet

Owner Name Rod Lyon Phone 402-641-5029
 Address 2440 Bluff Rd. Seward NE 68434
 City State Zip

Location (Attach a sketch of the property showing test hole locations)

N 1/2 S 1/4 Section Seward Range Seward County

Lot # 5 Subdivision S 89° 42' 25" E Bluff Country Estates

Soil Type (Check one)

Sand ☐ Silt ☐ Clay ☐ Sandy Clay ☐ Loamy Sand ☐ Silty Clay ☐
 Silty Clay Loam ☒ Sandy Loam ☐ Silt Loam ☐

Dates of Test

Start Date 7/7 to End Date 7/8, 2020

Weather Conditions

Precipitation — Avg. Temp 90 °F

Percolation Test Measurements and Data

Hole No.	Hole Depth (in.)	Pre-saturation Period				Percolation Readings (last period)					Results		
		Start		End		Start		End		Water Level Drop (inch)	Elapsed Time (minutes)	Drop in Water Level (inches)	Percolation Rate (in ÷ t) (minutes per inch)
		Date (Mo./Day)	Time (Hr./Min)	Date (Mo./Day)	Time (Hr./Min)	Date (Mo./Day)	Time (Hr./Min)	Date (Mo./Day)	Time (Hr./Min)				
1	36"	7/7	4:30	7/8	1:42	7/8	1:41	6	2:02	5 1/4	30	3/4	40
2	36"	7/7	4:30	7/8	1:43	7/8	1:43	6	2:13	5 3/8	30	5/8	48
3	36"	7/7	4:30	7/8	1:44	7/8	1:44	6	2:14	5 1/4	30	3/4	40

Tests must be performed by a certified professional, a professional engineer or a registered environmental health specialist.

Signature

Certificate or License # 3082

Address 318 North F St.

City Midford St. NE Zip 68405

Phone 402-641-2904

Sum of Percolation Rates = 128

Avg. of Percolation Rates* = 42.7
 (sum of rates ÷ number of tests)
 (minutes per inch)

* If rates vary by more than 20 min/in., do not average. Use slowest rate measured for sizing soil absorption area.

NEBRASKA Onsite Wastewater Treatment System

12-014

Ver. 4/2020

Good for Good Reasons

DEPT. OF ENVIRONMENT AND ENERGY

Soil Percolation Test Data Sheet

Owner Name Rod Lyon Phone 402-1041-5029
 Address 2440 Bluff Rd Seward NE 68434
 City State Zip

Location (Attach a sketch of the property showing test hole locations)

N 1/4 SE 1/4 Section Seward Township Range County

Lot # 6 Subdivision S 89° 42' 25" E Bluff Country Estates

Soil Type (Check one)

Sand ☐ Silt ☐ Clay ☐ Sandy Clay ☐ Loamy Sand ☐ Silty Clay ☐

Silty Clay Loam ☒ Sandy Loam ☐ Silt Loam ☐

Dates of Test

Start Date 7/7 to End Date 7/8 2026

Weather Conditions

Precipitation — Avg. Temp 90 °F

Percolation Test Measurements and Data

Hole No.	Hole Depth (in.)	Pre-saturation Period				Percolation Readings (last period)					Results		
		Start		End		Start		End		Water Level Drop (inch)	Elapsed Time (minutes)	Drop in Water Level (inches)	Percolation Rate (in ÷ minutes per inch)
		Date (Mo./Day)	Time (Hr./Min)	Date (Mo./Day)	Time (Hr./Min)	Date (Mo./Day)	Time (Hr./Min)	Date (Mo./Day)	Time (Hr./Min)				
1	36"	7/7	4:45	7/8	1:21	7/8	1:21	6	1:51	5 1/8	30	7/8	34.3
2	36"	7/7	4:45	7/8	1:22	7/8	1:21	6	1:52	5 3/8	30	5/8	48
3	36"	7/7	4:45	7/8	1:23	7/8	1:21	6	1:54	5 3/8	30	5/8	48

Tests must be performed by a certified professional, a professional engineer or a registered environmental health specialist.

Signature

Certificate or License # 3082

Address 318 North F St.

City Millard St. NE Zip 68405

Phone 402-641-2904

Sum of Percolation Rates = 130.3

Avg. of Percolation Rates* = 43.4
 (sum of rates ÷ number of tests)
 (minutes per inch)

* If rates vary by more than 20 min/in., do not average. Use slowest rate measured for sizing soil absorption area.

NEBRASKA Onsite Wastewater Treatment System

Soil Percolation Test Data Sheet

12-014
Ver. 4/2020

Good Life Great Success
DEPT. OF ENVIRONMENT AND ENERGY

Owner Name Rod Lyon Phone 402-641-5029
Address 2440 Bluff Rd. Seward NE 68434
City State Zip

Location (Attach a sketch of the property showing test hole locations)

NE 1/4 SE 1/4 Seward
1/4 1/4 Section Township Range County
Lot # 7 Subdivision 589 42' 25" E Bluff Country Estates

Soil Type (Check one)

Sand ☐ Silt ☐ Clay ☐ Sandy Clay ☐ Loamy Sand ☐ Silty Clay ☐
Silty Clay Loam ☒ Sandy Loam ☐ Silt Loam ☐

Dates of Test

Start Date 7/7 to End Date 7/8, 2026 Precipitation — Avg. Temp 90 °F

Weather Conditions

Percolation Test Measurements and Data

Hole No.	Hole Depth (in.)	Pre-saturation Period				Percolation Readings (last period)					Results		
		Start		End		Start		End		Water Level Drop (inch)	Elapsed Time (minutes)	Drop in Water Level (inches)	Percolation Rate (in + 1) (minutes per inch)
		Date (Mo./Day)	Time (Hr./Min)	Date (Mo./Day)	Time (Hr./Min)	Date (Mo./Day)	Time (Hr./Min)	Date (Mo./Day)	Time (Hr./Min)				
1	36"	7/7	5P	7/8	1:16P	7/8	1:16P	7/8	1:46P	5 3/8	30	7/8	48
2	36"	7/7	5P	7/8	1:17P	7/8	1:17P	7/8	1:47P	5 1/8	30	7/8	34.3
3	36"	7/7	5P	7/8	1:18P	7/8	1:18P	7/8	1:48P	5 1/4	30	7/4	40

Tests must be performed by a certified professional, a professional engineer or a registered environmental health specialist.

Dave Hefo
Signature

Certificate or License # 3082

Address 318 North F St.

City Midland St. NE Zip 68405

Phone 402-641-2904

Sum of Percolation Rates = 122.3

Avg. of Percolation Rates* = 40.8
(sum of rates ÷ number of tests)
(minutes per inch)

* If rates vary by more than 20 min/in., do not average. Use slowest rate measured for sizing soil absorption area.

NEBRASKA Onsite Wastewater Treatment System

Soil Percolation Test Data Sheet

12-014
Ver. 4/2020

Owner Name Rod Lyon Phone 402-641-5029
Address 2440 Bluff Rd Seward NE 68434
City State Zip

Location (Attach a sketch of the property showing test hole locations)

N 1/2 SE 1/4 Seward
1/4 1/4 Section Township Range County
Lot # 8 Subdivision S 89° 42' 25" E Bluff Country Estates

Soil Type (Check one)

Sand ☐ Silt ☐ Clay ☐ Sandy Clay ☐ Loamy Sand ☐ Silty Clay ☐
Silty Clay Loam ☒ Sandy Loam ☐ Silt Loam ☐

Dates of Test

Start Date 7/7 to End Date 7/8, 2026

Weather Conditions

Precipitation — Avg. Temp 90 °F

Percolation Test Measurements and Data

Hole No.	Hole Depth (in.)	Pre-saturation Period				Percolation Readings (last period)					Results		
		Start		End		Start		End		Water Level Drop (inch)	Elapsed Time (minutes)	Drop in Water Level (inches)	Percolation Rate (in + l) / Minutes per inch
		Date (Mo./Day)	Time (Hr./Min)	Date (Mo./Day)	Time (Hr./Min)	Date (Mo./Day)	Time (Hr./Min)	Date (Mo./Day)	Time (Hr./Min)				
1	36"	7/7	2P.	7/8	12:13	7/8	12:13	7/8	12:43	5 1/4"	30	3/4"	40
2	36"	7/7	2P	7/8	12:16P	7/8	12:16	7/8	12:47	5 3/8"	30	5/8"	48
3	36"	7/7	2P	7/8	12:18P	7/8	12:18	7/8	12:48	5"	30	1"	30

Tests must be performed by a certified professional, a professional engineer or a registered environmental health specialist.

Signature Derek [Signature]

Certificate or License # 3082

Address 318 North F St.

City Midland St. NE Zip 68405

Phone 402-641-2904

Sum of Percolation Rates = 118

Avg. of Percolation Rates* = 39.3
(sum of rates ÷ number of tests)
(minutes per inch)

* If rates vary by more than 20 min/in., do not average. Use slowest rate measured for sizing soil absorption area.

NEBRASKA Onsite Wastewater Treatment System

12-014

Ver. 4/2020

Good Life. Great Resources.

DEPT. OF ENVIRONMENT AND ENERGY

Soil Percolation Test Data Sheet

Owner Name Rod Lyon Phone 402-641-5029
 Address 2440 Bluff Rd Seward NE 68434
 City State Zip

Location (Attach a sketch of the property showing test hole locations)

N 1/2 SE 1/4 Seward
 1/4 1/4 Section Township Range County

Lot # 9 Subdivision S89°42'25"E Bluff Country Estates

Soil Type (Check one)

Sand ☐ Silt ☐ Clay ☐ Sandy Clay ☐ Loamy Sand ☐ Silty Clay ☐
 Silty Clay Loam ☒ Sandy Loam ☐ Silt Loam ☐

Dates of Test

Start Date 7/7 to End Date 7/8, 2026

Weather Conditions

Precipitation — Avg. Temp 90 °F

Percolation Test Measurements and Data

Hole No.	Hole Depth (in.)	Pre-saturation Period				Percolation Readings (last period)					Results		
		Start		End		Start		End		Water Level Drop (inch)	Elapsed Time (minutes)	Drop in Water Level (inches)	Percolation Rate (m ÷ t) (minutes per inch)
		Date (Mo./Day)	Time (Hr./Min)	Date (Mo./Day)	Time (Hr./Min)	Date (Mo./Day)	Time (Hr./Min)	Date (Mo./Day)	Time (Hr./Min)				
1	36	7/7	2:30 P	7/8	12:29	7/8	12:29	6	12:50	5 1/4	30	3/4	40
2	36	7/7	2:30 P	7/8	12:29	7/8	12:29	6	12:51	5 3/8	30	5/8	48
3	36	7/7	2:30 P	7/8	12:29	7/8	12:29	6	12:52	5 1/4	30	3/4	40

Tests must be performed by a certified professional, a professional engineer or a registered environmental health specialist.

Derek [Signature]
 Signature

Certificate or License # 3082

Address 318 North F St.

City Milford St. NE Zip 68405

Phone 402-641-2904

Sum of Percolation Rates = 128

Avg. of Percolation Rates* = 42.7
 (sum of rates ÷ number of tests)
 (minutes per inch)

* If rates vary by more than 20 min/in., do not average. Use slowest rate measured for sizing soil absorption area.

NEBRASKA Onsite Wastewater Treatment System

12-014
Ver. 4/2020

Good Life. Great Resources.

DEPT. OF ENVIRONMENT AND ENERGY

Soil Percolation Test Data Sheet

Owner Name Rod Lyon Phone 402-641-5029
 Address 2440 Bluff Rd Seward NE 68434
 City State Zip

Location (Attach a sketch of the property showing test hole locations)

NE 1/4 Sec 14 Seward
 1/4 1/4 Section Township Range County

Lot # 10 Subdivision S89°42'25"E Bluff County Estates

Soil Type (Check one)

Sand ☐ Silt ☐ Clay ☐ Sandy Clay ☐ Loamy Sand ☐ Silty Clay ☐
 Silty Clay Loam ☒ Sandy Loam ☐ Silt Loam ☐

Dates of Test

Start Date 7/7 to End Date 7/8, 2026

Weather Conditions

Precipitation — Avg. Temp 90 °F

Percolation Test Measurements and Data

Hole No.	Hole Depth (in.)	Pre-saturation Period				Percolation Readings (last period)					Results		
		Start		End		Start		End		Water Level Drop (inch)	Elapsed Time (minutes)	Drop in Water Level (inches)	Percolation Rate (in ÷ t) (minutes per inch)
		Date (Mo./Day)	Time (Hr./Min)	Date (Mo./Day)	Time (Hr./Min)	Date (Mo./Day)	Time (Hr./Min)	Date (Mo./Day)	Time (Hr./Min)				
1	36"	7/7	31	7/8	12:39 P	7/8	12:39 P	6	1:04 P	5 3/8	30	5/8	48
2	36"	7/7	39	7/8	12:41 P	7/8	12:41 P	6	1:11 P	5 1/4	30	3/4	40
3	36"	7/7	39	7/8	12:43 P	7/8	12:43 P	6	1:13 P	5 3/8	30	5/8	48

Tests must be performed by a certified professional, a professional engineer or a registered environmental health specialist.

Derek Stephens
 Signature

Certificate or License # 3082Address 318 North F St.City Millford St. NE Zip 68405Phone 402-641-2904Sum of Percolation Rates = 136

Avg. of Percolation Rates* = 45.3
 (sum of rates ÷ number of tests)
 (minutes per inch)

* If rates vary by more than 20 min/in., do not average. Use slowest rate measured for sizing soil absorption area.

NEBRASKA Onsite Wastewater Treatment System

12-014

Ver. 4/2020

Speed Life Great Resources

DEPT. OF ENVIRONMENT AND ENERGY

Soil Percolation Test Data Sheet

Owner Name Rod Lyon Phone 402-641-5029
 Address 2440 Bluff Rd Seward NE 68434
 City State Zip

Location (Attach a sketch of the property showing test hole locations)

N 1/2 SE 1/4
 1/4 1/4 Section Township Range Seward County

Lot # 11 Subdivision S89°42'25"E Bluff Country Estates

Soil Type (Check one)

Sand ☐ Silt ☐ Clay ☐ Sandy Clay ☐ Loamy Sand ☐ Silty Clay ☐

Silty Clay Loam ☒ Sandy Loam ☐ Silt Loam ☐

Dates of Test

Start Date 7/7 to End Date 7/8, 2026

Weather Conditions

Precipitation — Avg. Temp 90 °F

Percolation Test Measurements and Data

Hole No.	Hole Depth (in.)	Pre-saturation Period				Percolation Readings (last period)					Results		
		Start		End		Start		End		Water Level Drop (inch)	Elapsed Time (minutes)	Drop in Water Level (inches)	Percolation Rate (in + in) Minutes per inch
		Date (Mo./Day)	Time (Hr./Min)	Date (Mo./Day)	Time (Hr./Min)	Date (Mo./Day)	Time (Hr./Min)	Date (Mo./Day)	Time (Hr./Min)				
1	36"	7/7	31	7/8	12:45	7/8	12:45	6"	1:15	5 1/8	30	7/8	34.3
2	36"	7/7	31	7/8	12:47	7/8	12:47	6"	1:17	5 3/8	30	5/8	48
3	36"	7/7	31	7/8	12:48	7/8	12:48	6"	1:18	5 1/4	30	3/4	40

Tests must be performed by a certified professional, a professional engineer or a registered environmental health specialist.

Signature [Signature]

Certificate or License # 3082

Address 318 North F St.

City Milford St. NE Zip 68405

Phone 402-641-2904

Sum of Percolation Rates = 122.3

Avg. of Percolation Rates* = 40.8
 (sum of rates ÷ number of tests)
 (minutes per inch)

* If rates vary by more than 20 min/in., do not average. Use slowest rate measured for sizing soil absorption area.

Soil Percolation Test Data Sheet

Owner Name Rod Lyon Phone 402-641-5029
 Address 2440 Bluff Rd. Seward NE 68434
 City State Zip

Location (Attach a sketch of the property showing test hole locations)

N 1/2 SE 1/4
 1/4 1/4 Section Township Range County

Lot # 12 Subdivision S89°42'25"E Bluff Country Estates

Soil Type (Check one)

Sand ☐ Silt ☐ Clay ☐ Sandy Clay ☐ Loamy Sand ☐ Silty Clay ☐
 Silty Clay Loam ☒ Sandy Loam ☐ Silt Loam ☐

Dates of Test

Start Date 7/7 to End Date 7/8, 2026

Weather Conditions

Precipitation — Avg. Temp 90 °F

Percolation Test Measurements and Data

Hole No.	Hole Depth (in.)	Pre-saturation Period				Percolation Readings (last period)					Results		
		Start		End		Start		End		Water Level Drop (inch)	Elapsed Time (minutes)	Drop in Water Level (inches)	Percolation Rate (in + 1) (minutes per inch)
		Date (Mo./Day)	Time (Hr./Min)	Date (Mo./Day)	Time (Hr./Min)	Date (Mo./Day)	Time (Hr./Min)	Date (Mo./Day)	Time (Hr./Min)				
1	36"	7/7	3:15	7/8	3:12	7/8	3:12	6	3:12	5 1/4	30	3/4	40
2	36"	7/7	3:15	7/8	3:13	7/8	3:13	6	3:13	5 1/4	30	3/4	40
3	36"	7/7	3:15	7/8	3:15	7/8	3:15	6	3:15	5 3/8	30	5/8	48

Tests must be performed by a certified professional, a professional engineer or a registered environmental health specialist.

Devin Kuyt
 Signature

Certificate or License # 3082

Address 318 North F St.

City Nilford St. NE Zip 68405

Phone 402-641-2904

Sum of Percolation Rates = 128

Avg. of Percolation Rates* = 42.7
 (sum of rates ÷ number of tests)
 (minutes per inch)

* If rates vary by more than 20 min/in., do not average. Use slowest rate measured for sizing soil absorption area.

NEBRASKA Onsite Wastewater Treatment System

12-014

Ver. 4/2020

Good Life. Good Resources.

DEPT. OF ENVIRONMENT AND ENERGY

Soil Percolation Test Data Sheet

Owner Name Rod Lyon Phone 402-641-5029
 Address 2440 Bluff Rd Seward NE 68434
 City State Zip

Location (Attach a sketch of the property showing test hole locations)

N 1/2 SE 1/4 Section Seward Range County

Lot # 13 Subdivision S89°42'25"E Bluff Country Estates

Soil Type (Check one)

Sand ☐ Silt ☐ Clay ☐ Sandy Clay ☐ Loamy Sand ☐ Silty Clay ☐

Silty Clay Loam ☒ Sandy Loam ☐ Silt Loam ☐

Dates of Test

Start Date 7/7 to End Date 7/8, 2026

Weather Conditions

Precipitation — Avg. Temp 90 °F

Percolation Test Measurements and Data

Hole No.	Hole Depth (in.)	Pre-saturation Period				Percolation Readings (last period)					Results		
		Start		End		Start		End		Water Level Drop (inch)	Elapsed Time (minutes)	Drop in Water Level (inches)	Percolation Rate (in ÷ 1) (minutes per inch)
		Date (Mo./Day)	Time (Hr./Min)	Date (Mo./Day)	Time (Hr./Min)	Date (Mo./Day)	Time (Hr./Min)	Date (Mo./Day)	Time (Hr./Min)				
1	36	7/7	3:30	7/8	3:04	7/8	3:04	6	3:34	5 1/4	30	3/4	40
2	36	7/7	3:30	7/8	2:05	7/8	3:05	6	3:35	5 1/2	30	1/2	60
3	36	7/7	3:30	7/8	3:06	7/8	3:06	6	3:36	5 3/8	30	5/8	48

Tests must be performed by a certified professional, a professional engineer or a registered environmental health specialist.

Signature [Signature]

Certificate or License # 3084

Address 318 North F St.

City Milford St. NE Zip 68405

Phone 402-641-2904

Sum of Percolation Rates = 148

Avg. of Percolation Rates* = 49.3
 (sum of rates ÷ number of tests)
 (minutes per inch)

* If rates vary by more than 20 min/in., do not average. Use slowest rate measured for sizing soil absorption area.



GROUNDWATER IMPACT ASSESSMENT

Bluff Country Estates

Proposed 12-Home Residential Development
80 Acres — Seward County, Nebraska

Prepared by Scheele-Kayton Custom Homes
Board Presentation · Confidential

Pages 2-4: Water Assessment Analytics

Page 5: Upper Big Blue NRD Irrigation Well Approval Email for 2440 Bluff Rd

GROUNDWATER IMPACT ASSESSMENT

Proposed 12-Home Residential Development — 80 Acres, Seward County, Nebraska

Prepared by Scheele-Kayton Custom Homes · Board Presentation

Executive Summary

The proposed development of 12 domestic wells is projected to have a negligible regional impact on aquifer levels. **Total annual withdrawal is roughly 92% lower than a single center-pivot irrigation well** — and with conventional septic return flow, net drawdown falls to approximately 4% of one irrigation well.

The primary technical consideration is localized interference between the 12 wells, which is managed through deliberate spacing. Independent review by a UNL Natural Resources geologist and confirmation from the Upper Big Blue NRD that an irrigation well in this location are permissible, support the conclusion that the site can reliably support 12 domestic wells.

1. Annual Water Consumption — 12 Homes

The figures below represent a conservative, worst-case scenario, assuming every lot owner installs a sprinkler system to maximize theoretical annual usage.

Metric	Figure	Basis
Per home, per day (indoor)	~380 gal	4-person household (avg. 95 gal/person/day)
12 homes combined, daily	4,560 gal	Indoor use only
Summer peak, daily, per home	~1,800 gal	Per day (165 days of the year considered for this hypothetical)
Annual total — all 12 wells indoor and outdoor use	~5.23 M gal	≈ 16.05 acre-feet/year (max. theoretical)

2. Annual Withdrawal vs. Aquifer Storage

Placing the development in context against agricultural water use in the same area:

Metric	Figure	Basis
12 domestic wells (w/ sprinklers)	~16 ac-ft	Reduces to ~8.5 ac-ft with septic & leach fields
Single irrigation pivot	~200 ac-ft	For comparison — one center-pivot well

Key Comparison

Domestic use is roughly **8% of a single irrigation pivot**. When homes use septic systems, the net figure drops to approximately **4%** for all 12 homes combined.

3. Cone of Depression — Well Interference Risk

Nebraska Irrigation Spacing Law

600 ft — required minimum between **irrigation** wells.

Domestic wells have no statutory minimum spacing requirement. However, our plan would be to maximize spacing between the 12 wells so we limit any possible interference risk. This would be only regarding the 12 lots as we will be far outside the recommended 100-200' of separation between wells from any neighboring property with a domestic well.

4. Key Impact Factors

Comparison to Agricultural Use — Relatively Minor

- **12 domestic wells use ~92% less water** than a single center-pivot irrigation well. Once conventional septic return flow is factored in, that gap widens to roughly **96% less**.
- **Agricultural irrigation is 91% of Nebraska's total consumptive water use** - sourced from "Nebraska Water Facts" published by the UNL Water division of the Institute of Agriculture and Natural Resources in January of 2026. The other forms of water use listed are reported as: 5% home use, 1% industrial use, 1% thermoelectric use, 1% livestock use, and 1% miscellaneous.
- Regional aquifer-level domestic impact is negligible compared to the 97,000+ active irrigation wells across Nebraska.
- Other area wells would not be directly impacted by interference from this development. Like all wells statewide, they remain subject to drought years, which are the primary driver of water-level change (offset by recharge in years of average or above-average snowmelt and rainfall).

Septic Return Flow — Partial Recharge Offset

- With conventional septic systems, approximately **50–70% of indoor water use** returns to the local aquifer via leach fields, partially offsetting extraction.
- This could reduce net drawdown by roughly 6–9 ac-ft/yr.
- Net result: the drawdown from all 12 homes becomes equivalent to about **4% of a single irrigation well**.
- These homes are all planned with conventional septic systems.

5. Aquifer Conditions & Allocation Status

The current average groundwater level sits **3.11 ft above the allocation trigger** — the threshold at which the NRD assesses conditions and implements restrictions as necessary.

6. Independent Review — UNL Natural Resources Geologist

Excerpted from email correspondence dated June 9, 2026:

Geologist's Assessment

Well characteristics: All wells within a one-mile radius are ~380–400 ft deep, screened in 10–20 ft of coarse sand above bedrock. Reported pumping rates of ~15–20 gallons per minute provide ample yield for a typical domestic well.

Impartiality: The geologist has presented groundwater information at multiple Seward County Planning Commission meetings, noting the issue is contentious and stating an intent to remain unbiased and factual.

Conclusion: He is not particularly concerned about major groundwater depletion from light residential development. The more significant issues for this area are proper well design and construction, maintenance and periodic replacement, and water quality tied to well depth and local hydrogeology.

He adds that conservation and wise water use remain important to ensure a household well can keep up with demand.

7. Regulatory Status & Site Testing

Upper Big Blue NRD/State Regulation

Per confirmation from the Upper Big Blue NRD/State (as this area falls outside of NRD GWMA, there are **no restrictions on this property**), and we have been advised that an irrigation well is permissible on the 80 acres. Such a well would represent roughly a **96% increase in water use** versus the proposed 12 homes on domestic wells with conventional septic systems.

8. Summary & Conclusion

Conclusion

The data and findings gathered demonstrate that this development poses little impact to aquifer levels and that 12 domestic wells can be reliably supported.

Drought years — which affect every well in the state regardless of this development — remain the principal driver of aquifer-level change. Irrigation wells are another major influence, particularly during drought, when the two effects often compound. Because this area has minimal registered irrigation wells, the case that the site can support 12 domestic wells is further strengthened.

Scheele-Kayton Custom Homes recognizes the community's water-availability concerns and is committed to responsible, well-spaced development building practices.

From: [REDACTED]
Sent: Wednesday, June 17, 2026 1:34 PM
To: Jamie McAndrew
Cc: [REDACTED]
Subject: RE: Irrigation Well Restrictions - 2440 Bluff Rd, Seward NE
Attachments: well_permit_May_2026_final.pdf

Good afternoon Jamie,

After reviewing Parcel 800038290, it appears that it should be relatively easy to drill an irrigation well that complies with the District's Rules and Regulations.

If you decide to drill a well, you will still need to apply for a well permit through the District, even though the parcel is located outside of the Management Area. I have attached a well permit for your reference.

If you have any additional questions, please feel free to contact us.

[REDACTED]
Water Data Specialist
Upper Big Blue Natural Resources District
319 E 25th
York, NE 68467

[REDACTED]
(402)362-6601 [REDACTED]



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

Staff Report

Tim Dworak, Building/Zoning &
Code Enforcement Director

402-643-2928 opt 3 opt 1

APPLICATION TYPE

Major Subdivision Preliminary
Plat

FINAL ACTION?

DEVELOPER/OWNER

Rod and Ann Lyons

PC HEARING DATE

July 13th, 2026

RELATED APPLICATIONS

PROPERTY ADDRESS, ZONING DISTRICT/USE

2440 Buff Rd, AG, Agriculture

ADJACENT ZONING DISTRICTS/USE:

North, AG, Agriculture – AJ & Patricia Herrold

East, AG, Agriculture – Gary Westerhoff

South, AG, Agriculture – Andrew Baker, Cindy & Jim Riley

West, AG, Agriculture – Norman Eberspacher

BRIEF SUMMARY OF REQUEST:

A Major Subdivision preliminary plat review of Bluff Country Estates.



APPLICATION CONTACT

Rod and Ann Lyons, [REDACTED]

2440 Bluff Rd, Seward, NE 68434

COMPATIBILITY WITH THE COMPREHENSIVE PLAN

The proposed site is not defined by the comp plan.

ANALYSIS

This is an application to subdivide 79.99 acres into 13 Rural Residential lots at the northwest corner of 238th Road and Bluff Road in the ETJ (Extra Territorial Jurisdiction). The original homesite currently is served by a well and septic system.

The property is not served by City utilities and does not require the extension of utilities or streets. John Regnier, Seward County Highway Superintendent has been notified and has no concern with the main drive off Bluff Rd. and potential drives off either Bluff Rd or 238th Rd for the east two lots. Each property would be required to file an application with the County for review and approval of that access. Individual sewage and water systems would require permits from State of Nebraska for such work. Storm drainage for rural properties is done overland.

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

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

APPROXIMATE LAND AREA:

80.00 acres or 3,485,127.14 square feet +/-

LEGAL DESCRIPTION:

A REPLAT OF THE S 1/2 OF THE SE 1/4 OF SECTION 14, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6TH P.M., SEWARD COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SE CORNER OF SAID SECTION 14, THENCE ON THE SOUTH LINE OF THE SE 1/4 OF SAID SECTION 14, N89°41'37"W A DISTANCE OF 2633.13 FEET TO THE S 1/4 CORNER OF SAID SECTION 14; THENCE ON THE WEST LINE OF THE SE 1/4 OF SAID SECTION 14, N00°05'48"W A DISTANCE OF 1322.44 FEET TO THE NW CORNER OF THE S 1/2 OF THE SE 1/4 OF SAID SECTION 14; THENCE ON THE NORTH LINE OF THE S 1/2 OF THE SE 1/4 OF SAID SECTION 14, S89°42'25"E A DISTANCE OF 2635.17 FEET TO THE NE CORNER OF THE S 1/2 OF THE SE 1/4 OF SAID SECTION 14; THENCE ON THE EAST LINE OF THE SE 1/4 OF SAID SECTION 14, S00°00'29"E A DISTANCE OF 1323.03 FEET TO THE SE CORNER OF SAID SECTION 14, ALSO BEING THE POINT OF BEGINNING.

SAID TRACT OF LAND, (BLUFF COUNTRY ESTATES) CONTAINS 3,484,219.41 SQUARE FEET OR 79.99 ACRES MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD. WHICH 129,464.98 SQUARE FEET OR 2.97 ACRES MORE OR LESS, IS COUNTY ROAD RIGHT OF WAY.

Prepared by

Tim Dworak

City of Seward Building - Zoning - Code Enforcement Director

2. Consideration of the Seward County E911 Interlocal Budget for Fiscal Year 2026-2027 -
E911 Director Scamehorn

Seward County Nebraska 2026-2027 Budget Form

Line #	E 911 FUND 2910-65300	Actual Expenditures 2024-2025	Budgeted for 2025-2026	Actual Expenditures 2025-2026	Budget Requested for 2026-2027	Budget Adopted 2026-2027
1	EXPENDITURES					
2	Operating:					
3	10100 Official's Salary		\$ 72,800.00	\$ 72,614.23	\$ 75,700.00	
4	10200 Deputy's Salary		\$ -	\$ -		
5	10342 Dispatcher Salary		\$ 530,300.00	\$ 498,941.44	\$ 548,000.00	
6	10505 O/T & Holiday Pay		\$ 68,700.00	\$ 72,515.03	\$ 65,000.00	
7	10801 Work Comp		\$ 2,000.00	\$ 1,443.00	\$ 2,000.00	
8	10802 Health Insurance		\$ 140,000.00	\$ 128,364.30	\$ 165,000.00	
9	10900 Retirement Co-Share		\$ 41,500.00	\$ 43,474.81	\$ 48,388.00	
10	11000 FICA - County Share		\$ 47,000.00	\$ 46,159.96	\$ 52,666.00	
11	11100 Uniform Allowance		\$ 750.00	\$ -	\$ 750.00	
12	11300 Other Personal Service (Secretary)		\$ -	\$ -	\$ -	
13	20100 Postal Service		\$ 300.00	\$ -	\$ -	
14	20200 Telephone Service		\$ 4,500.00	\$ 1,335.49	\$ 4,500.00	
15	20400 Radio & Telephone Maintenance		\$ 7,000.00	\$ 6,144.95	\$ 7,000.00	
16	20500 Utilities		\$ 1,500.00	\$ 1,056.64	\$ 1,300.00	
17	20501 Electricity		\$ 7,000.00	\$ 6,514.22	\$ 7,000.00	
18	20600 Insurance Premium		\$ 7,500.00	\$ 9,305.00	\$ 9,400.00	
19	21200 Office Equipment Repair		\$ 1,000.00	\$ 278.00	\$ 1,000.00	
20	21700 Travel		\$ 2,750.00	\$ 3,623.11	\$ 5,500.00	
21	21750 Training		\$ 5,000.00	\$ 2,855.00	\$ 2,500.00	
22	21801 Dues/Subscriptions/Registrations		\$ 7,100.00	\$ 6,961.50	\$ 6,700.00	
23	22000 Printing & Publishing		\$ -	\$ -	\$ -	
24	22400 Legal/Professional Services		\$ -	\$ -	\$ -	
25	27359 Mapping Costs/AVL Maintenance		\$ 1,000.00	\$ -	\$ 350.00	
26	29900 Misc		\$ 350.00	\$ -	\$ 350.00	
27	30100 Supplies		\$ 2,500.00	\$ 1,488.82	\$ 2,000.00	
28	40206 Communication Equipment Rental		\$ 14,700.00	\$ 17,875.11	\$ 65,595.00	
29						

30	Total Operating (Lines 3 to 28)	\$ -	\$ 965,250.00	\$ 920,950.61	\$ 1,070,699.00	
31	Capital Outlay (Including Capital Improvements)					
32	Capital Improvements:					
33	Purchase of Real Property					
34	Improvements on Real Property					
35						
36	Other Capital Outlay:					
37						
38	50235 Communications Equipment			\$ -		
39	50311 Radio Equipment			\$ -		
40	50500 Office Equipment			\$ -		
41	70200 Transfer (To Another Fund)			\$ -		
42	Total Capital Outlay (Lines 30 to 41)	\$ -				

Total of this Page Only \$ - \$ 965,250.00 \$ 920,950.61 \$ 1,070,699.00 \$ -

Non Wage Items

\$ 113,945.00

Increase from last year

11% \$ 105,499.00

Seward County Nebraska 2026-2027 Budget Form

Line #	E 911 Wireless Set Aside Fund 2914-65300	Actual Expenditures 2024-2025	Budgeted for 2025-2026	Actual Expenditures 2025-2026	Budget Requested for 2026-2027
1	EXPENDITURES				
2	Operating:				
3	20200 Telephone	\$ -	\$ -		
4	29900 Misc		\$ 191,877.00		\$ 832.90
5					
6					
7					
8					
9	Total Operating (Lines 3 to 8)	\$ -	\$ 191,877.00	\$ -	\$ 832.90
10	Capital Outlay (Including Capital Improvements)				
11	Capital Improvements:				
12	Purchase of Real Property				
13	Improvements on Real Property				
14					
15	Other Capital Outlay:				
16					
17					
18					
19					
20					
21	Total Capital Outlay (Lines 9 to 20)	\$ -			
<u>Total of this Page Only</u>		\$ -	\$ 191,877.00	\$ -	\$ 832.90

Seward County Nebraska 2026-2027 Budget Form

Line #	E 911 Wireless Fund 2913-65300	Actual Expenditures 2024-2025	Budgeted for 2025-2026	Actual Expenditures 2025-2026	Budget Requested for 2026-2027	Budget Adopted 2026-2027
1	EXPENDITURES					
2	Operating:					
3	10342 Dispatcher Salary	\$ -	\$ -			
4	20200 Telephone System				\$ 31,459.65	
5	21200 Maintenance Agreements				\$ 31,459.65	
6	27350 Mapping				\$ 31,459.65	
7	29900 Misc				\$ 31,459.65	
8						
9	Total Operating (Lines 3 to 8)	\$ -	\$ -	\$ -		
10	Capital Outlay (Including Capital Improven					
11	Capital Improvements:					
12	Purchase of Real Property					
13	Improvements on Real Property					
14						
15	Other Capital Outlay:					
16						
17	50300 Machinery & Equipment					
18	70200 Transfers					
19						
20						
21	Total Capital Outlay (Lines 9 to 20)	\$ -				

Total of this Page Only \$ - \$ - \$ - \$ 125,838.60 \$ -

3. Consideration of a Change Order in the Amount of \$4,778.00 to the Construction Contract with Maguire Iron for the 500,000-Gallon Downtown Water Tower Project - City Engineer Oneby

CHANGE ORDER

No. 5

olsson

Date of Issuance: October 30, 2025 Effective Date: October 30, 2025

Project: 500,000-Gallon Water Tower	Owner: City of Seward, Nebraska	Owner's Contract No.:
Contract: Base Bid – Lump Sum		Date of Contract: May 2, 2023
Contractor: Maguire Iron, Inc.		Engineer's Project No.: 019-3180

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

Description:

1. Conduit Relocation - **ADD \$4,778.00**

Total Project Increase: \$4,778.00

Attachments: Maguire CPR #6

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>3,187,600.00</u>	Original Contract Times: Substantial Completion (days or date): <u>June 1, 2024</u> Final Completion (days or date): <u>August 1, 2024</u>
Increase from previously approved Change Orders No. <u>01</u> to No. <u>04</u> : \$ <u>132,190.00</u>	Increase from previously approved Change Orders No. <u>01</u> to No. <u>04</u> : Substantial Completion (days or date): <u>518</u> Final Completion (days or date): <u>448</u>
Contract Price prior to this Change Order: \$ <u>3,319,790.00</u>	Contract Times prior to this Change Order: Substantial Completion (days or date): <u>October 31, 2025</u> Final Completion (days or date): <u>December 1, 2025</u>
Increase of this Change Order: \$ <u>4,778.00</u>	Increase of this Change Order: Substantial Completion (days or date): <u>0</u> Final Completion (days or date): <u>0</u>
Contract Price incorporating this Change Order: \$ <u>3,324,568.00</u>	Contract Times with all approved Change Orders: Substantial Completion (days or date): <u>October 31, 2025</u> Final Completion (days or date): <u>December 1, 2025</u>

RECOMMENDED:

ACCEPTED:

ACCEPTED:

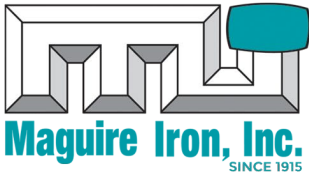
By:  Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: <u>Rafael Balayan</u> Contractor (Authorized Signature)
Title: <u>Project Engineer</u>	Title: _____	Title: <u>Project Manager</u>
Date: <u>October 30, 2025</u>	Date: _____	Date: <u>11/3/2025</u>

cc: City of Seward, Maguire.
F:\2019\3001-3500\019-3180\60-Construction\02-Change Management\Change Orders\Maguire - Water Tower\Change Order 05\Seward Water Tower (Maguire) - CO#5.docx

EJCDC® C-941, Change Order, Adapted.

Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

Page 1 of 1



WATER TOWER EXPERTS



P.O. Box 1446
Sioux Falls, SD 57101
Phone: (605) 334-9749
Fax: (605) 334-9752
info@maguireiron.com

CONTRACT CHANGE ORDER

PROJECT:

Seward, NE
500,000-Gallon Water Tower

CHANGE ORDER PROPOSAL CPR #6

Change Order Amount: \$4,778.00

Job Number:

Project: Seward, NE

TO:

Olsson
601 P Street, Ste 200
Lincoln, NE 68508

Maguire Iron, Inc. is pleased to offer the following changes:

Relocate (2) 6" conduits currently stubbed up by tower to a new location approximately 10 feet to the North.

Not valid until signed by Owner and Engineer. Signatures of the Owner and Engineer indicates agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original Contract sum was	\$3,187,600.00
Net Change by previous change orders	\$ 132,190.00
The Sum prior to the Change Order was	\$3,319,790.00
The Contract will be <i>increased</i> by this Order	\$ 4,778.00
The new Subcontract Sum will be	\$3,324,568.00

AUTHORIZED:**OWNER:**

City of Seward
142 N 7th Street
Seward, NE 68434

ENGINEER:

Olsson
601 P Street, Ste 200
Lincoln, NE 68508

CONTRACOR:

Maguire Iron, Inc
P.O. Box 1446
Sioux Falls, SD 57101

By _____

Title _____

Date _____

By _____

Title _____

Date _____

By: Rafael Balayan

Title: Project Manager

Date: 10/1/2025

Andrews Electric Co., Inc.

402-759-4425 office

402-759-4277 fax

15th & F streets

Geneva, NE 68361

September 29, 2025

Rafael Balayan,
Project Manager,
Maguire Iron Inc.
1610 N Minnesota Ave,
P. O. Box 1446,
Sioux Falls, SD 57104
Phone 605-334-9749
Cell (605) 360-7924
BalayanR@maguirewater.com

RE: Seward, NE, 2- 6" conduits re-location

Rafael,

While my crew was on site at Seward, NE, last week, the City Engineer requested that two of the 6" conduit stub-ups be relocated approximately 10 feet to the North of their current location. We have not poured the concrete encasement yet, so it is good timing, however it will take some time and expense to do this. With this in mind, here is what I see as a Scope of Work, Exclusions, and Conditions.

Scope of Work:

1. Excavate around the North set of 6- 6" conduit stub-ups to allow the North two conduits to be cut in the horizontal run.
2. Provide a trench 10 to 15 feet to the North of the current stub-up location.
3. Cut the North two 6" conduits to allow the current elbows to be rotated to head North, or to allow new elbows to be installed to run the conduit to the North.
4. Provide and install 6" schedule 40 PVC conduit to extend the two conduits North.
5. Re-use the existing conduit elbows, or provide new elbows, to stub-up the conduits at the new location.

Warning tape to be installed over top of the conduits per specifications.

6. Back-fill and compact the ditch as well as we can with the equipment that we have.
7. Provide a concrete pad around the re-located stub-ups (the concrete around the other 10 conduit stub-ups is part of the original contract scope).
8. Provide caps for the re-located stub-ups (part of the original contract scope).

Exclusions:

1. No electrical maintenance of any equipment is included in this estimate.
2. No data or communications equipment, such as the cables or coax, antennas, etc., is included in this estimate.
3. No engineering fees are included in this estimate. We will not pay for engineering services for evaluating substitute components, warranty issues, or submittals fees.
4. No submittals or other similar expenses are included in this estimate.

Conditions:

1. This bid is based on us being provided keys for all gates, doors, and sites so we can access the sites as needed to perform our work. This needs to be done in a timely manner. Any time spent trying to gain access will be charged at a rate of \$170.00 per man per hour.
2. This bid is based on the stub-up location being approved prior to back-fill of the ditch.
3. This bis is based on standard deliveries of the materials.

The total cost for this work, based on the Scope of Work, Exclusions, and Conditions, is \$4,550.00, including materials, labor, and expenses. Materials delivery is approximately 2 weeks.

Sincerely,
Jeff Andrews,
Andrews Electric Co., Inc.

4. Consideration of an Ordinance to Revise City Code 213-3.2, Adding Appeal Process to Denial of Permit for Certain Animals - City Administrator Butcher

ORDINANCE NO. 2026-10

AN ORDINANCE OF THE CITY OF SEWARD, NEBRASKA, AMENDING CHAPTER 213 OF THE SEWARD MUNICIPAL CODE RELATING TO EXOTIC ANIMAL APPEALS; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. That 213-3.2(B) of the Municipal Code of the City of Seward is hereby amended as follows:

213-3.2 Permit required for certain animals; venomous snakes prohibited; notice requirements.

(B) Permits authorizing the keeping of fowl, livestock, hoofed, exotic or wild animals within the City limits shall be issued by the City Administrator in his sound discretion, with right of appeal to the City Council. Any person who has been denied a license under the provisions of this article may, within a period of five (5) business days, appeal the decision of the City Administrator to the City Council. Such appeal shall be set for a City Council meeting within thirty (30) calendar days of the appeal. If the appeal is based upon failure to secure approval from landowners, the appeal notice shall be sent via first class mail to all applicable properties located within 75 feet, and the applicant shall cover the fees as set by resolution of the City Council. If the appeal is based upon a technical requirement of the Code other than landowner approval, the applicant shall pay the appeal fee only. The following criteria shall be considered by the City Administrator when issuing such permits:

(1) The applicant must comply with all City, state and federal statutes regarding the animal in question.

(2) The applicant must provide proof that there are no objections from property owners or residents living within 75 feet in all directions from the property lines of the applicant.

(3) The applicant must provide a description of the type of enclosure for confinement of the animal, and the same must be suitable for the type of animal and approved by the City Administrator.

(4) The applicant, after issuance of the permit, must continue to comply with all City, state and federal statutes or the permit can be revoked by the City Administrator, subject to right of appeal to the City Council.

(5) The applicant must provide a certificate from a licensed veterinarian verifying that the animal has no health problems that could adversely affect the health, safety and welfare of the citizens of the City of Seward.

Section 2. REPEAL. All remaining ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

Dated this 21st day of July, 2026.

CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

ATTEST:

Derek Bargmann, City Clerk

CITY ADMINISTRATOR'S REPORT

CITY ADMINISTRATORS REPORT – 7/21/2026

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

- Monitoring a number of street projects including East Seward (final items), design on East Hillcrest, design of 5th and Bradford/Roberts Drainage, Design of Lindell and Jackson Reconstruction, construction of Worthmann Blvd extension.
- Water Tower project underway. Working on cellular installations, electric connections, fiber connections and demolition planning for old tower.
- Check in meeting with Building and Zoning Staff.
- NPPD Billable Demand Weekly Call.
- Held weekly Department Head Meetings.
- Organizing FY 2026-27 Comparability items.
- Worked on numerous Budget items with the Finance Director, reviewed end of the year estimates, also finalized CIP items.
- Assisted with the CEO search for SCCDP.
- Reviewed May financials with Finance Director.
- Out of the Office 7/10 for funeral, Omaha vacation return, and unrelated item.
- Held monthly Wellness Center Leadership meeting.
- Assisted with items related to youth tackle football.
- Attended the Parks and Rec Committee Meeting.
- Attended the Civic Center Commission Meeting.
- Held CRA meeting on Plex Homes (9th and Lincoln Street Project).
- Reviewed industrial surcharge process and agreements with SEH.
- Attended Safety Committee Meeting.

Police Department

- Christmas Festival Committee
- Suicide Prevention Coalition
- Region V Opioid Steering Committee
- Safety Committee
- Highway Safety Office Grant Training

City Clerk/Human Resources/City Hall

- DR-4896 (August): Cat A & F finish
- Pump House Project: Submit NOI for BRIC funding
- Surplus List: Awaiting visit from Purplewave, auction date
- Assisting with SCCDP Director search

Water/Wastewater Department

- Fill excavation from main break at 11th & Elm
- Construction drawing meeting
- Budget Year End Meeting
- Koll & Hans at Heartland Conference in Kearney
- Lead Service Line Plan due in 2027

Parks and Rec/Cemetery/Golf/Pool

- Pour Concrete behind field #4
- Help Street Dept pour concrete on Hillcrest
- Mowing & Spraying

Civic Center

- Dan Osborne Town Hall

Electric Department

- Parker Baby, trench in conduit, pull in wire, terminate wire, set transformer, Install C.T. metering on trans.
- Fairgrounds finish reconductoring wire and energize trans.
- Set transformer Ben Benson.
- Check subs loads during peak loads this week.
- Logan will be attending Scada training on Thursday in Elkhorn.
- G.I.S. meeting with Jeo on Wednesday. J.E.O. will be starting on Electrical assets.
- Monday meeting with Admin to Finalize C.I.P.

Street Department

- Pour cement at Hillcrest
- Start 2nd and Jackson Street Repair
- Pesticide Test Thursday for Trey and Anthony
- Tree Removal

Library

- Christmas Committee Meeting
- Dino Bottle Globes Program
- Movie
- Terrarium Program
- Seward Library Foundation meeting

Building Inspection/Planning Department

- Planning Commission – Bluff Country Estates Preliminary Plat. Tall Grass TIF.
- DARI LLC – Primus Trailer. Filling tank with water is topic of discussion.
- Plan reviews – Golden Pet addition, Concordia baseball complex structural.
- Safety Committee – Building inspections Tuesday 7/14 8am, meet at the Electrical Shop.
- Northern Natural Gas – Will be surveying the pipeline on city property and will be dressed and badged appropriately for identification, no timeline given.
- 437 S 6th St – Property closed on July 2nd asbestos inspection was scheduled for Friday 7/10.

Engineering

- Parker Baby, trench in conduit, pull in wire, terminate wire, set transformer, Install C.T. metering on trans.
- Fairgrounds finish reconductoring wire and energize trans.
- Set transformer Ben Benson.
- Check subs loads during peak loads this week.
- Logan will be attending Scada training on Thursday in Elkhorn.
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- Monday meeting with Admin to Finalize C.I.P.

Finance Department

- Claims
- Utility Service Orders

Seward Wellness Center

- Year End Budget Estimate Due
- 5th & 6th Grade Football Coaches Meeting

- Safety Committee Meeting

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

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

MOTION TO ADJOURN

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

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

Derek Bargmann, City Clerk

Date