

AGENDA

SEWARD CITY COUNCIL MEETING

Tuesday, May 17, 2016 @ 7:00 PM

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, May 17, 2016, in the Municipal Building Council Chambers, 142 North 7th Street, Seward, Nebraska, which 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 3:30p.m. on the Friday preceding the Council Meeting.

City financial claims and related invoices will be available for Councilmember review, audit and voluntary signatures at Council Chambers beginning 30 minutes prior to the scheduled meeting time.

AGENDA ITEMS

CALL TO ORDER – Mayor Eickmeier

PLEDGE OF ALLEGIANCE-MOMENT OF SILENCE - Mayor Eickmeier

DISCLOSURE OF OPEN MEETINGS ACT & OTHER NOTIFICATIONS - Mayor Eickmeier

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. A participant sign-in sheet is available for use by any Citizen addressing the Council. 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 - Mayor Eickmeier

1. CONSIDERATION OF APPROVAL OF DRAFT MINUTES OF MAY 3, 2016 - Bonnie Otte

2. CONSIDERATION OF CONSENT AGENDA

- A. Claims & Payables Reports
- B. City Clerk-Treasurer Report
- C. City Codes Director Report
- D. Police Department Report
- E. Infrastructure Cost Items Reimbursable Back to the City

**3. PUBLIC HEARING - 7:00 P.M. - DEPARTMENT OF ECONOMIC DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION - PRE-
DEVELOPMENT OF A DOWNTOWN REVITALIZATION PROGRAM - Rian Harkins,**

SEND

- A. Consideration for approval of the Limited English Proficiency and Language Assistance Plan for the 2016 CDBG DTR Program and authorization of the Mayor to sign said Plan.
 - B. Consideration of a Resolution authorizing the execution of all contracts, documents, or other memoranda between the City of Seward and the Nebraska Department of Economic Development to accept the grant.
- 4. PUBLIC HEARING - 7:00 -P.M. - TAX INCREMENT FINANCING APPLICATION - BRADFORD CENTER - Alyssa Hendrix & Andrew Willis, Cline Williams Wright, Johnson & Oldfather, L.L.P.**
- A. Presentation and Review of TIF Application
 - B. Presentation and Review of Cost-Benefit Analysis
 - C. Presentation and Review of Amendment to Redevelopment Plan
 - D. Presentation and Review of Redevelopment Agreement
 - E. Consideration of a Resolution approving the Redevelopment Plan Amendment
 - F. Consideration of a Resolution Approving the Redevelopment Agreement and the Issuance of TIF Indebtedness for the Redevelopment Project
- 5. PREVIEW OF CITY'S UPDATED WEBSITE - Megan Boggs & Mayor Eickmeier**
- 6. REQUEST FOR STREET CLOSURES/PARADE PERMIT FOR JULY 4TH FESTIVITIES - July 4th Committee**
- A. Consideration of a Resolution approving closing of east lane of Highway 15 from Main to Seward Street, the North Lane of Hwy 34 from 5th to 6th Street, and the Hwy 15/34 intersection during the Parade for the Fourth of July Festivities
- 7. CONSIDERATION OF A POWER PURCHASE AGREEMENT WITH BLUESTEM ENERGY - Bruce Smith**
- 8. CONSIDERATION OF APPLICATION FOR NEBRASKA PUBLIC POWER DISTRICT APPROVAL TO CONNECT DISTRIBUTED OR LOCAL GENERATION - Bruce Smith**
- 9. PROJECT UPDATE AND DISCUSSION REGARDING THE PROPOSED BLUE RIVER PET RESCUE ANIMAL SHELTER - Dr. Dan Ellis**
- 10. CONSIDERATION OF A RESOLUTION DESIGNATING DISABLED PERSONS PARKING SPACE IN THE OFF-STREET PARKING AREA AT THE CORNER OF 7TH STREET AND JACKSON AVENUE - John Hughes**
- 11. CITY ADMINISTRATOR'S REPORT- Bruce Smith**
- 12. PRESENTATION TO RESIGNING COUNCILMEMBER BARB PIKE FOR HER YEARS OF SERVICE ON THE SEWARD CITY COUNCIL - Mayor Eickmeier**
- 13. CONFIRMATION OF MAYOR EICKMEIER'S APPOINTMENT OF KARL MILLER AS COUNCILMEMBER OF WARD 4 TO REPLACE RESIGNING COUNCILMEMBER BARBARA PIKE - Mayor Eickmeier**
- A. Oath of Office of Councilmember Karl Miller

14. CONFIRMATION OF MAYOR'S APPOINTMENTS - Mayor Eickmeier

- A. Appointment of Karl Miller to serve on the Personnel, Finance, Audit Committee (replace Barb Pike)
- B. Appointment of Karl Miller to serve on the Seward Foundation (replace Barb Pike)
- C. Appointment of Karl Miller to serve on the LB840 Sales Tax Application Review Committee (replace Barb Pike)
- D. Appointment of Karl Miller to serve on the Rail Campus Committee (replace Barb Pike)

15. ANNOUNCEMENT OF UPCOMING EVENTS - Mayor Eickmeier

- A. June 3 - Mayor's Glow Ball Classic - Seward Community Golf Course - Dusk

16. FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE ACTION - Mayor Eickmeier

17. MOTION TO ADJOURN

I, Bonnie Otte, the duly appointed, qualified and acting Assistant Administrator/Clerk-Treasurer/Budget & Human Resource Director 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 County Courthouse, Seward Memorial Library and CityofSewardNE.com

IN WITNESS WHEREOF, I have hereunto set my hand officially and affixed the seal of the City this 13th day of May, 2016.

Bonnie Otte
Assistant Administrator/Clerk-Treasurer/Budget & Human Resource Director

City of Seward, NE

Tuesday, May 17, 2016

Regular Session

Item G1

CONSIDERATION OF APPROVAL OF DRAFT MINUTES OF MAY 3, 2016 - Bonnie Otte

Administrative Report: A motion to approve the minutes as written or with modifications would be in order.

Staff Contact:

May 3, 2016

The Seward City Council met at 7:00 p.m. on Tuesday, May 3, 2016, with Mayor Joshua Eickmeier presiding and Assistant Administrator /Clerk-Treasurer /Budget & Human Resources Director Bonnie Otte recording the proceedings. Upon roll call, the following Councilmembers were present: Jon Wilken, Ellen Beck, Dean Fritz, Barbara Pike, John Singleton, and Dick Hans. Other officials present: City Administrator Bruce Smith and City Attorney Kelly Hoffschneider. Absent: Councilmember Chris Schmit and Councilmember Sid Kamprath.

Notice of the meeting was given in advance thereof by the method of communicating advance notice of the regular and special meetings of the City Council of the City of Seward, Nebraska, as stated in Ordinance No. 2015-08, which was adopted on the 5th day of May, 2015; said method stating that the notice of such meeting, with the agenda thereon, be posted in the following places: City Hall, Seward County Courthouse, Municipal Building, and Seward Public Library. The certificate of posting notice is attached to these minutes. Notice of this meeting was simultaneously given to the Mayor and all members of the City Council and a copy of their acknowledgment of receipt of notice and the agenda are attached to these minutes. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and Council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

THE PLEDGE OF ALLEGIANCE

Mayor Eickmeier announced that a copy of the Agenda for this meeting is posted on the north wall of the Municipal Building and copies are available on the north wall where a copy of the Open Meetings Act is also posted for public inspection. He also noted that any citizen wishing to address the Council should come to the podium, state their name and address and limit their comments to five minutes. All remarks should be directed to the Mayor/Chairperson, who will then determine who will make any appropriate response. 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.

1. APPROVAL OF MINUTES OF APRIL 19, 2016 COUNCIL MEETING

Councilmember Pike moved, seconded by Councilmember Fritz, that the minutes of the April 19, 2016 City Council meeting be approved.

Aye: Wilken, Hans, Fritz, Pike, Beck, Singleton

Nay: None

Absent: Schmit, Kamprath. Motion carried.

2. CONSENT AGENDA CONSIDERATION ITEMS

Councilmember Singleton moved, seconded by Councilmember Pike, that the following Consent Agenda items be approved in one single motion:

A. Claims & Payables Reports

B. Infrastructure Cost Items Reimbursable Back to the City.

CLAIMS LIST

5-3-16

COUNCIL MEETING

Abbreviations: Bu, Building Upkeep; Eq, Equipment; Ex, Expense; Ma, Maintenance; Mi, Mileage; Misc, Miscellaneous; Re, Repairs; Sa, Salaries, Se, Services; Su, Supplies; Ut, Utilities, CI, Capital Improvements; GU, Grounds Upkeep.

May 3, 2016

A-J Roofing & Waterproofing	Re	31,196.74
Alamar Uniforms	Uniforms	596.93
All Road Barricades Inc	Su	2,572.71
Ameritas Life Insurance Co	Ins	6,993.11
Anderson Brock	Se	12.00
Bizco Technologies	Se	640.31
Blackburn Manufacturing Co	Su	408.06
Bloebaum Nickalas	Se	30.00
Blue Valley Contracting	Se	608.00
Bogenrief Jeni	SE	30.00
Capital Business-Cheyenne	Ma	93.47
Carroll Dist/Const Supply	Su	410.00
Cattle Roger	Misc	292.99
Ceresco Youth Recreation	Ex	200.00
Chase Card Service		3,799.12
Amazon Mktplace	Eq	142.20
WalMart	Su, Bu	696.50
Highway Products	Eq	679.95
RBT Kum & Go	Su	38.95
Johnns Italian Steakhouse	Meals	75.15
Holiday Inn	Trng	499.66
McDonalds	Meals	7.61
Arbys	Meals	16.10
Dakota Riggers	Tools	63.47
Working Persons Store	Su	61.19
Office Depot	Bu	209.11
Logmein.com	Su	149.00
Home Depot	Tools	330.33
Deguns.net	Tools	51.96
UNL Agronomy & Horticulture	Trng	70.00
Lou & Mary Annes, Bee	Meals	257.95
Sears Roebuck	Bu	449.99
City Seward Buildings/Grounds	Op	3,000.00
City Seward Electric Fund	Ut	31,683.08
City Seward Library Petty	Su, Ex	141.26
City Seward Payroll Account	Payroll	142,306.47
City Seward Petty Cash Fund	Su, Re, Meal, Ex	240.46
Collins Jill / Corey	Se	35.00
Commonwealth Electric Co	Ma	852.86
Constellation Newengergy	Ut	1,031.30
Cook Charles	Se	30.00
Creative Prod Sourcing	Su	95.00
Crete Diamonds	Misc	400.00
Delta Dental	Ins	1,387.10
Dowling Adam	Se	30.00
Eber Rich	Se, Re	184.93
Eberspacher Jon / Jill	Se	35.00
Fast Mart	Su	2.74
Fastenal Company	Su, Re, Meal, Ex	518.30
Foltz Fred	Se	225.00
General Excavating	Re	9,926.55
Gerhold Concrete Co Inc	Gu	122.84
Grafix Shoppe	Su	89.36
Great Plains Communication	Se	586.00
Hach Company	Se	122.69
Hobson Automotive & Tire	Re	15.00
Hydraulic Equipment Service	Re	1,964.20
Jackson Services Inc	Ma	33.00
Jacobsen Rock & Gravel	Su	3,848.64
Jones Automotive	Re	797.00

May 3, 2016

Langner Michael	Se	30.00
Last Mile Network Consult	Se	145.30
Latsch's	Su	154.13
Lincoln Winwater Works	Ma	151.46
Loos Josh	Se	30.00
Memorial Health-Drug	Se	93.00
Memorial Health-Meals	Meals	2,454.09
Merle's Garden Center	Su	17.90
Meyer Automotive	Re	235.32
Mid-American Benefits Inc	Ins	516.75
Midwest Turf & Irrigation	Re	18.17
Miller Greg / Mindy	Se	30.00
Moore Scott	Se	30.00
Mueller Angie	Se	30.00
Nebraska Equipment Inc	Re	30.78
Nebraska Health Environment	Se	751.00
Nebraska Labor Dept	Misc	18.00
Nebraska Planning & Zoning	Dues, Trng	400.00
Nottingham Dana	Se	30.00
Odeys Inc	Re, Gu	331.51
Olson Jerod / Sara	Se	30.00
Olsson Associates	Se	6,140.57
Opfer Jamie / Shanna	Se	30.00
O'Reilly Automotive Inc	Su, Re	82.35
Orscheln Farm & Home	Su, Ma, Re, Gu	614.03
Otte Donna	Mi	18.90
Perry Colby	Se	35.00
Peterson Ross	Mi	192.80
Phillips Tabitha	Se	30.00
Plains Equipment Group Inc	Re, Su	566.83
Policky Jenny	Se	30.00
Precision Tool & Machine	Re	154.00
Principal Financial Group	Ins	679.26
Quill Corp	Su	870.45
Richters Inc	Re	4,098.00
Rising Kody / Sarah	Se	30.00
Rose Equipment Inc	Su	476.08
Royuk Kyle	Se	30.00
Rumery Lawn & Landscape	Ma	120.00
Sam'S Club (Lib-Rec-Pool)	Bu, Su	200.04
Sam'S Club (Sen Center)	Su	86.66
Sauber Mfg Co	Re	12,503.00
Seward County Clerk/Reg D	Misc	6.70
Seward Electronics	Se	175.16
Shipley Chris	Se	35.00
Siteone Landscape Supply	Su	912.06
Skarshaug Testing Laboratory	Re	250.08
Smith Bruce	Ex, Meal	111.00
Sommerfeld Allison N	Meal, Trng	397.84
Sports Express	Ex	168.60
Stalsberg Terry	Se	35.00
Steinmeyer Zach	Se	30.00
Suhr & Lichty Insurance Agency	Ins	840.00
Superior Signals Inc	Su	48.83
Theobald Doug	Se	30.00
Time Warner Cable	Se	80.69
Total Tool Supply Inc	Tools	209.80
Turfwerks	Re	191.75
U S Cellular	Se	228.45
United Health Care	Ins	50,960.80

May 3, 2016

Vanderslice Justin	Se	30.00
Verizon Wireless	Se	97.94
Wesco Distribution Inc	Su	11,694.08
Zee Medical Service Inc	Su	279.75
CLAIMS TOTAL		<u>\$346,916.13</u>

Aye: Fritz, Wilken, Beck, Hans, Pike, Singleton

Nay: None

Absent: Schmit, Kamprath. Motion carried.

3. CONSIDERATION OF SUPPLEMENTAL AGREEMENT No. 3 WITH SCHEMMER ASSOCIATES, INC FOR SEWARD TRAIL PROJECT

Public Facilities/Capital Improvements & GIS Director John Hughes stated, per the landowner request, the supplemental agreement is to realign the proposed Seward Trail so it does not cross through the middle of this piece of farm ground which sits west of Augusta Drive. The realignment requires an additional survey, wetland delineation and redesign of approximately one mile of trail. The supplemental agreement also covers the hazardous material research that was inadvertently removed from the total direct expenses in the agreement. The total cost of the supplemental work is \$28,621.13, with the City's portion being 20%.

Councilmember Singleton introduced the following resolution:

RESOLUTION NO. 2016-10

Whereas: City of Seward and The Schemmer Associates, Inc., have previously executed a Preliminary Engineering Services Agreement (BK1313) for a transportation project for which the Local Public Agency (LPA) would like to obtain Federal funds;

Whereas: City of Seward understands that it must continue to strictly follow all Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of this Federal-aid project; and

Whereas: City of Seward and The Schemmer Associates, Inc., wish to enter into a preliminary engineering services supplemental agreement setting out modifications and/or additional duties and/or funding responsibilities for the Federal-aid project.

Be It Resolved: by the City Council of the City of Seward, Nebraska that:

Joshua Eickmeier, Mayor of the City of Seward, is hereby authorized to sign the attached Final Design Engineering Services Supplemental Agreement No. 3 between the City of Seward, and The Schemmer Associates, Inc.

NDOR Project Number: ENH-80(33)

NDOR Control Number: 13225

NDOR Project Description: Seward Trail

Councilmember Hans moved, seconded by Councilmember Pike, that the resolution be adopted.

Aye: Wilken, Hans, Fritz, Pike, Beck, Singleton

Nay: None

Absent: Schmit, Kamprath. Motion carried.

Adopted this 3rd day of May, 2016 at Seward, Nebraska.

May 3, 2016

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

Bonnie Otte
Assistant Administrator
Clerk-Treasurer
Budget & HR Director

(SEAL)

4. CONSIDERATION OF A POWER PURCHASE AGREEMENT WITH BLUESTEM ENERGY

City Administrator Smith stated BlueStem Energy Solutions, dba Seward, LLC is proposing a Power Purchase Agreement (PPA), which would require the City to buy all of the energy generated by the proposed 1.7MW wind turbine. He stated the City and BlueStem also worked with Nebraska Public Power District (NPPD) to ensure the language in the PPA works in conjunction with the 20-year wholesale power purchase contract recently executed between the City and NPPD. Mr. Smith stated, with generating the 1.7MW through the wind turbine, there is still a little room to add another green energy project such as solar or other source to reach the maximum 2.0MW allowed in the NPPD contract, should the City see another green energy opportunity.

Adam Herink, BlueStem Energy Solutions, stated the costs per MW hour are less than the costs in the current NPPD contract and are fixed for 25 years. He stated there is no capital outlay for the City for the project. BlueStem has met with the County regarding zoning requirements and do not foresee any problems with the project. BlueStem has also met with several companies in the area who are interested in participating in the project. He stated that the City will only pay for the energy generated; if the turbine fails and cannot produce, there is no cost to the City.

The City Council took no action on the item to allow additional time for the City Attorney and the Council members to review the agreement.

5. CONSIDERATION OF APPLICATION FOR NEBRASKA PUBLIC POWER DISTRICT APPROVAL TO CONNECT DISTRIBUTED OR LOCAL GENERATION

City Administrator Smith stated if the City Council approves the Purchase Power Agreement (PPA) with BlueStem Energy Solutions, the City then needs to make application with Nebraska Public Power District (NPPD) to connect the wind turbine to the City's electric system.

Adam Herink, BlueStem Energy Solutions, stated that there would be administrative costs for BlueStem and NPPD associated with reviewing the application and since the PPA has not been signed, he would not want to move forward with the application. He stated that it will take NPPD approximately 60 days to review the finalized application and upon their approval, the project is ready to begin. No action was taken.

6. STRATEGY SESSION TO PROVIDE NEGOTIATION GUIDANCE TO THE CITY ATTORNEY FOR THE CITY OF SEWARD RAIL SITE DEVELOPMENT REAL ESTATE

May 3, 2016

Councilmember Wilken moved, seconded by Councilmember Beck, that the City Council go into Closed Session with the City Attorney, Mayor, City Administrator, and Jonathan Jank, for a strategy session to provide the City Attorney with negotiation guidance for the Rail Site Development real estate for a period not to exceed 30 minutes.

Mayor Eickmeier repeated there is a motion and second to go into Closed Session with the City Attorney, Mayor, City Administrator, and Jonathan Jank, for a strategy session to provide the City Attorney with negotiation guidance for the Rail Site Development real estate for a period not to exceed 30 minutes.

Aye: Fritz, Wilken, Beck, Hans, Pike, Singleton

Nay: None

Absent: Schmit, Kamprath. Motion carried.

Mayor Eickmeier announced that the motion to go into Closed Session with the City Attorney, Mayor, City Administrator, and Jonathan Jank, for a strategy session to provide the City Attorney with negotiation guidance for the Rail Site Development real estate for a period not to exceed 30 minutes has been adopted.

The Closed Session began at 7:20 p.m. At 7:37 p.m., the Closed Session ended and the following Councilmembers and Mayor Eickmeier returned to the Council Chambers to Open Session: Wilken, Beck, Fritz, Pike, Singleton, Hans. Mayor Eickmeier announced that no formal action was taken while the City Council was in Closed Session.

7. CITY ADMINISTRATOR REPORT

Councilmember Fritz moved, seconded by Councilmember Wilken, that the City Administrator's Report dated May 3, 2016 be accepted.

Aye: Fritz, Wilken, Beck, Hans, Pike, Singleton

Nay: None

Absent: Schmit, Kamprath. Motion carried.

8. FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE ACTION

None.

9. ANNOUNCEMENT OF UPCOMING EVENTS

None.

10. MOTION TO ADJOURN

Councilmember Singleton moved, seconded by Councilmember Beck, that the May 3, 2016 City Council Meeting be adjourned.

Aye: Fritz, Wilken, Beck, Hans, Pike, Singleton

Nay: None

Absent: Schmit, Kamprath. Motion carried.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

Bonnie Otte

May 3, 2016

Assistant Administrator
Clerk-Treasurer
Budget & Human Resources Director

DRAFT

City of Seward, NE

Tuesday, May 17, 2016

Regular Session

Item G2

CONSIDERATION OF CONSENT AGENDA

Claims & Payables Reports

City Clerk-Treasurer Report

City Codes Director Report

Police Department Report

Infrastructure Cost Items Reimbursable Back to the City

Administrative Report: After review of listed Consent Agenda items and supporting documents/reports, one motion to approve the consent agenda would be in order. Council may choose to pull any item from the Consent Agenda and consider/act on it separately.

Staff Contact:

CLAIMS LIST
5-17-16
COUNCIL MEETING

Abbreviations: Bu, Building Upkeep; Eq, Equipment; Ex, Expense; Ma, Maintenance; Mi, Mileage; Misc, Miscellaneous; Re, Repairs; Sa, Salaries, Se, Services; Su, Supplies; Ut, Utilities, CI, Capital Improvements, Gu, Grounds Upkeep.

Alamar Uniforms	Uniforms	78.97
All Road Barricades Inc	Su	346.86
Amazon.Com Credit Service	Su	890.82
American Water Works Asso	Dues	375.00
Ameritas Life Insurance Co	Ins	5,718.33
Aqua-Chem Inc	Su	1,662.50
Archi + Etc LLC	Se	5,367.50
Baker & Taylor	Su	1,443.62
Baldinger Charlotte	Mi	24.30
Bizco Technologies	Se	3,864.02
Black Hills Energy	Ut	971.50
Bruning State Bank	Lease	3,550.00
Capital Business-Cheyenne	Ma	91.00
Capital Business-Dallas	Se	225.00
City Seward Library Petty	Su	121.98
City Seward Merchant Serv	Fees	1,699.76
City Seward Payroll Account	Payroll	121,835.38
City Seward Wastewater Trtmt	Op	15,000.00
City Seward Water Sinking	Op	20,000.00
Cornhusker International	Re	1,814.99
Cross & Sons Inc	Eq	6,990.00
Damanhoury Stacey	Misc	25.00
Demco Inc	Su	332.99
Des Moines Stamp Mfg Co	Su	44.05
Diamond Vogel Paint Center	Su	2,861.80
Dowding Pool	Misc	400.00
Ehlers Electronics	Re	85.06
Electronic Contracting Co	Se	81.00
Family Fun Magazine	Su	19.95
Farmers Coop Seward	Su, Gu, Re, Eq	4,201.61
Fast Mart	Su	25.09
Fastenal Company	Su, Re	1,518.40
General Fire & Safety Equip	Su	114.00
Gerhold Concrete Co Inc	Re, Gu	652.75
Grill	Meals	257.89
H & S Plumbing Heating	Ma	610.00
Hamilton Equipment Company	Re	41.29
Helminck Printing Inc	Su	99.00
Hemsath Amanda	Misc	24.00
Herpolsheimer'S Inc	Re	128.97
Heyen'S Service & Custom	Re	89.95
Husker Electric Supply Co	Re, Bu	6,110.43
Jack'S Uniforms & Equipment	Eq	123.94
Jackson Services Inc	Se	33.00
Jurchen John	Misc	25.00
Kerns Scott	Re	200.00
Kriz-Davis Co	Su	4,434.43
Last Mile Network Consult	Re, Se	137.50

Latsch'S	Su	84.15
Lee'S Refrigeration	Bu	168.83
Lincoln Tree Service Inc	Se	9,800.00
Logan Contractors Supply	Re	1,164.50
Lovell Tony	Se	7,600.00
M C 2 Inc	Re	292.62
Matheson Tri-Gas Inc	Su	99.70
Mattson Ricketts Law Firm	Se	4,022.00
Mclaughlin Ed / Cu Track	Misc	25.00
Menards	Su, Bu	173.79
Merle'S Garden Center	Gu	99.92
Mid-American Benefits Inc	Ins	109.62
Midwest Auto Parts	Re, Su	687.78
Midwest Automotive	Re	1,704.40
Midwest Laboratories Inc	Sse	645.07
Midwest Turf & Irrigation	Re	401.74
N A D A Used Car Guide	Su	105.00
Nat'L Geographic Little K	Su	17.95
Nebraska Labor Dept	Se	158.00
Nebraska Labor Safety Off	Se	140.00
Nebraska Pub Pow-DesMoine	Incentives, Ut	416,402.17
Nebraska Roads Dept	Su	298.50
Niemann'S Port-A-Pot LLC	Ma	950.00
Nifco Mechanical Systems	Bu	150.00
Northern Tool & Equipment	Su	301.13
O C L C Inc	Se	180.69
Odeys Inc	Su	10,992.00
One Call Concepts Inc	Se	107.46
O'Reilly Automotive Inc	Re, Su	109.98
Orscheln Farm & Home	Re, Su, Gu	316.21
Pac 'N' Save Discount Food	Su	189.47
Pankoke Henry W	Ma	165.00
Paper Tiger Shredding	Se	30.00
Phillips Tracy Family	Misc	25.00
Plains Equipment Group Inc	Re	406.65
Plunkett's Pest Control	Bu	59.32
Pollak Cody	Misc	15.00
Powell Bradley	Se	12.00
Precision Tool & Machine	Gu	75.00
Quill Corp	Su	834.11
Reed Electric	Bu	388.66
Road & Track Magazine	Su	24.97
Rolenc Bryce	Se	12.00
Rose Equipment Inc	Re	2,181.67
S & S Design	Gu	275.00
Sam'S Club (Sen Center)	Su	196.17
Sargent Drilling	Se	1,180.00
Seward County Independent	Su, Ex	449.60
Seward County Public Power	Ut	1,490.70
Seward County Treasurer	Se	15,188.50
Seward Lumber & Home Center	Bu, Su, Gu, Re	674.16
Seward School District	Fines, Fees	1,935.00
Shape Magazine	Su	16.97
Siteone Landscape Supply	Gu	886.65
Sleuth Systems	Ma	3,154.00
Spickelmier & Son Inc	Se	9,480.00
Stewart Martha Living Mag	Su	25.00

Superior Signals Inc	Re		143.00
Ten Bensel Drew	Se		12.00
Time Warner Cable	Se		161.68
Titan Machinery	Re		607.26
Total Tool Supply Inc	RE		18.79
U S Cellular - Seward	Eq		19.99
U S Postal Service	Su		203.00
Varner Marilyn D	Su, Incentive		65.00
Verizon Wireless	Se		166.37
Visa - Pinnacle Bank			112.46
Walmart	Su, Re	71.13	
Gotprint.com	Misc	41.33	
Wesco Distribution Inc	Su, Re		717.97
West Keith	Misc		325.00
Windstream Nebraska Inc	SE		2,458.89
York County Emergency Mgmt	Su		3.20
Zimco Supply Co	Gu		316.00
	CLAIMS TOTAL		<u>\$716,758.05</u>

CLERK-TREASURER'S REPORT	MONTH OF: APRIL, 2016					
VARIANCE AT: 58.33%						
	EXPENDITURES	CURRENT YTD		UNEXPENDED	PREVIOUS YTD	DIFFERENCE
DEPARTMENT	BUDGET	EXPENDITURES	VARIANCE	BALANCE	EXPENDITURES	B/W BUDGET YEARS
ELECTRIC	\$ 9,597,336.00	\$ 4,556,055.47	47.47%	\$ 5,041,280.53	\$ 4,420,874.69	\$ 135,180.78
ELEC BOND PYMT	\$ 349,945.00	\$ 295,083.75	84.32%	\$ 54,861.25	\$ 291,283.75	\$ 3,800.00
WATER	\$ 1,120,791.00	\$ 423,744.46	37.81%	\$ 697,046.54	\$ 594,808.04	-\$ 171,063.58
WATER BOND PYMTS	\$ 422,285.00	\$ 174,871.85	41.41%	\$ 247,413.15	\$ 203,379.85	-\$ 28,508.00
WATER SINKING FUND	\$ 0.00	\$ 0.00	0.00%	\$ 0.00	\$ 0.00	\$ 0.00
WASTEWATER TREATMENT	\$ 1,088,603.00	\$ 547,237.24	50.27%	\$ 541,365.76	\$ 622,121.12	-\$ 74,883.88
WWTW BOND PYMT	\$ 332,869.00	\$ 74,025.50	22.24%	\$ 258,843.50	\$ 75,926.31	-\$ 1,900.81
WWTW SINKING FUND	\$ 0.00	\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
TOTAL UTILITIES	\$ 12,911,829.00	\$ 6,071,018.27	47.02%	\$ 6,840,810.73	\$ 6,208,393.76	-\$ 137,375.49
CAPITAL PROJECTS	\$ 860,000.00	\$ 622,334.14	72.36%	\$ 237,665.86	\$ 562,846.75	\$ 59,487.39
LEGISLATIVE (LESS DONATIONS)	\$ 154,108.00	\$ 105,728.63	68.61%	\$ 48,379.37	\$ 129,506.78	-\$ 23,778.15
DONATIONS	\$ 100,000.00	\$ 636.86	0.64%	\$ 99,363.14	\$ 18.22	\$ 618.64
LEGAL	\$ 125,265.00	\$ 29,755.55	23.75%	\$ 95,509.45	\$ 36,997.42	-\$ 7,241.87
POLICE	\$ 1,217,162.00	\$ 645,874.13	53.06%	\$ 571,287.87	\$ 651,460.47	-\$ 5,586.34
E911	\$ 182,262.00	\$ 106,319.50	58.33%	\$ 75,942.50	\$ 104,715.31	\$ 1,604.19
POLICE EQUITABLE SHARING	\$ 100,000.00	\$ 7,464.81	7.46%	\$ 92,535.19	\$ 0.00	\$ 7,464.81
STREET	\$ 695,783.00	\$ 542,567.17	77.98%	\$ 153,215.83	\$ 538,185.96	\$ 4,381.21
DEBT SERVICE	\$ 516,001.00	\$ 391,847.40	75.94%	\$ 124,153.60	\$ 463,173.64	-\$ 71,326.24
RAIL CAMPUS	\$ 4,298,325.00	\$ 7,905.60	0.18%	\$ 4,290,419.40	\$ 16,702.02	-\$ 8,796.42
CDBG ECON. DEV. LOAN FUND	\$ 6,000.00	\$ 828.82	13.81%	\$ 5,171.18	\$ 2,197.72	-\$ 1,368.90
CDBG AFFORD HOUSING	\$ 12,800.00	\$ 9,552.68	74.63%	\$ 3,247.32	\$ 83,859.16	-\$ 74,306.48
CDBG RURAL ENTERPRISE ASST	\$ 0.00	\$ 0.00	0.00%	\$ 0.00	\$ 50,549.25	-\$ 50,549.25
CDBG RAIL SITE	\$ 0.00	\$ 0.00	0.00%	\$ 0.00	\$ 0.00	\$ 0.00
BLDGS & GRDS (CITY HALL)	\$ 32,244.00	\$ 17,307.93	53.68%	\$ 14,936.07	\$ 17,719.85	-\$ 411.92
CIVIC CENTER	\$ 160,237.00	\$ 87,003.62	54.30%	\$ 73,233.38	\$ 96,035.66	-\$ 9,032.04
LIBRARY (LESS BLDG. IMPRV)	\$ 505,493.00	\$ 281,881.02	55.76%	\$ 223,611.98	\$ 362,020.50	-\$ 80,139.48
LIBRARY BLDG IMPRVMTS	\$ 0.00	\$ 0.00	0.00%	\$ 0.00	\$ 0.00	\$ 0.00
PUBLIC PROPERTIES	\$ 372,888.00	\$ 201,853.86	54.13%	\$ 171,034.14	\$ 221,225.89	-\$ 19,372.03
CEMETERY	\$ 129,465.00	\$ 80,103.28	61.87%	\$ 49,361.72	\$ 132,111.66	-\$ 52,008.38
GOLF COURSE	\$ 300,000.00	\$ 101,198.30	33.73%	\$ 198,801.70	\$ 0.00	\$ 101,198.30
NEW PARK DEVELOPMENT	\$ 0.00	\$ 0.00	0.00%	\$ 0.00	\$ 0.00	\$ 0.00
NEW CEMETERY DEVELOPMENT	\$ 160,000.00	\$ 5,528.27	3.46%	\$ 154,471.73	\$ 879.20	\$ 4,649.07
GUTHMAN TRUST - REGULAR	\$ 145.00	\$ 0.00	0.00%	\$ 145.00	\$ 0.00	\$ 0.00
GUTHMAN TRUST - PAVING	\$ 0.00	\$ 0.00	0.00%	\$ 0.00	\$ 0.00	\$ 0.00
PERPETUAL CARE - PRINCIPAL	\$ 0.00	\$ 0.00	0.00%	\$ 0.00	\$ 0.00	\$ 0.00
PERPETUAL CARE - INTEREST	\$ 0.00	\$ 0.00	0.00%	\$ 0.00	\$ 0.00	\$ 0.00
BLDGS & GRDS (OTHER)	\$ 17,175.00	\$ 1,946.29	11.33%	\$ 15,228.71	\$ 10,677.34	-\$ 8,731.05
BUILDING INSPECTION	\$ 142,873.00	\$ 71,379.26	49.96%	\$ 71,493.74	\$ 91,557.78	-\$ 20,178.52
FIRE (LESS DONATIONS)	\$ 186,989.00	\$ 130,373.29	69.72%	\$ 56,615.71	\$ 114,312.96	\$ 16,060.33
FIRE DONATIONS	\$ 100,000.00	\$ 0.00	0.00%	\$ 100,000.00	\$ 0.00	\$ 0.00
FIRE EQUIPMENT SINKING FUND	\$ 250,000.00	\$ 248,089.95	99.24%	\$ 1,910.05	\$ 0.00	\$ 248,089.95
TREE BOARD	\$ 21,651.00	\$ 235.00	1.09%	\$ 21,416.00	\$ 455.50	-\$ 220.50
PLANNING COMMISSION	\$ 43,630.00	\$ 24,978.10	57.25%	\$ 18,651.90	\$ 23,914.93	\$ 1,063.17
DOWDING POOL (LESS DONATIONS)	\$ 224,757.00	\$ 58,841.43	26.18%	\$ 165,915.57	\$ 23,021.92	\$ 35,819.51
POOL DONATIONS	\$ 0.00	\$ 0.00	0.00%	\$ 0.00	\$ 0.00	\$ 0.00
CONCESSION STAND	\$ 0.00	\$ 0.00	0.00%	\$ 0.00	\$ 0.00	\$ 0.00
SWIMMING LESSONS	\$ 18,109.00	-\$ 450.00	-2.48%	\$ 18,559.00	\$ 0.00	-\$ 450.00
RECREATION	\$ 561,239.00	\$ 127,082.82	22.64%	\$ 434,156.18	\$ 126,453.27	\$ 629.55
SENIOR CENTER	\$ 126,563.00	\$ 77,076.07	60.90%	\$ 49,486.93	\$ 61,419.86	\$ 15,656.21
SENIOR SHUTTLE	\$ 3,415.00	\$ 2,044.57	59.87%	\$ 1,370.43	\$ 1,516.29	\$ 528.28
RECYCLING	\$ 19,773.00	\$ 8,220.53	41.57%	\$ 11,552.47	\$ 16,101.42	-\$ 7,880.89
ECONOMIC DEVELOPMENT	\$ 3,867.00	\$ 13,059.20	337.71%	-\$ 9,192.20	\$ 93,163.65	-\$ 80,104.45
TAX INCREMENT FINANCING	\$ 10,979,761.00	\$ 81,080.40	0.74%	\$ 10,898,680.60	\$ 864,460.27	-\$ 783,379.87
TOTAL BUDGET	\$ 35,539,809.00	\$ 4,089,648.48		\$ 25,379,142.25	\$ 4,897,260.65	-\$ 807,612.17

CLERK-TREASURER'S REPORT	MONTH OF: APRIL, 2016					
VARIANCE AT: 58.33%						
	REVENUE	CURRENT YTD		UNEXPENDED	PREVIOUS YTD	DIFFERENCE
DEPARTMENT	BUDGET	REVENUE	VARIANCE	BALANCE	REVENUE	B/W BUDGET YEARS
ELECTRIC	\$9,756,000.00	\$4,971,894.74	50.96%	\$4,784,105.26	\$ 5,161,348.69	-\$ 189,453.95
ELEC BOND PYMT						
WATER	\$1,778,350.00	\$909,812.19	51.16%	\$868,537.81	\$ 887,983.89	\$ 21,828.30
WATER BOND PYMTS						
WATER SINKING FUND	\$20,000.00	\$0.00	0.00%	\$20,000.00	\$ 0.00	
WASTEWATER TREATMENT	\$1,404,960.00	\$762,221.64	54.25%	\$642,738.36	\$ 774,619.24	-\$ 12,397.60
WWTW BOND PYMT						
WWTW SINKING FUND	\$15,000.00	\$0.00	0.00%	\$15,000.00		
TOTAL UTILITIES	\$12,974,310.00	\$6,643,928.57		\$6,330,381.43	\$ 6,823,951.82	-\$ 180,023.25
CAPITAL PROJECTS	\$8,492,422.00	\$622,412.76	7.33%	\$7,870,009.24	\$ 618,621.35	\$ 3,791.41
LEGISLATIVE (LESS DONATIONS)						
DONATIONS						
LEGAL						
POLICE	\$5,700.00	\$3,588.08	62.95%	\$2,111.92	\$ 3,310.61	\$ 277.47
E911						
POLICE EQUITABLE SHARING	\$10,000.00	\$0.00	0.00%	\$10,000.00	\$ 3,813.00	-\$ 3,813.00
STREET	\$883,046.00	\$542,578.85	61.44%	\$340,467.15	\$ 538,953.13	\$ 3,625.72
DEBT SERVICE	\$516,001.00	\$265,484.57	51.45%	\$250,516.43	\$ 780,729.59	-\$ 515,245.02
STREET STP	\$0.00	\$124,410.23	#DIV/0!	-\$124,410.23	\$ 0.00	\$ 124,410.23
RAIL CAMPUS	\$4,134,000.00	\$4,500.00	0.11%	\$4,129,500.00	\$ 7,125.00	-\$ 2,625.00
CDBG ECON. DEV. LOAN FUND	\$11,465.00	\$6,668.21	58.16%	\$4,796.79	\$ 7,605.96	-\$ 937.75
CDBG AFFORD HOUSING	\$12,800.00	\$9,553.00	74.63%	\$3,247.00	\$ 83,859.00	-\$ 74,306.00
CDBG RURAL ENTERPRISE ASST		\$0.00			\$ 50,549.25	-\$ 50,549.25
CDBG RAIL SITE					\$ 0.00	
BLDGS & GRDS (CITY HALL)	\$36,000.00	\$20,000.00	55.56%	\$16,000.00	\$ 14,000.00	\$ 6,000.00
CIVIC CENTER	\$272,938.00	\$60,979.50	22.34%	\$211,958.50	\$ 84,757.45	-\$ 23,777.95
LIBRARY (LESS BLDG. IMPRV)	\$34,500.00	\$15,725.97	45.58%	\$18,774.03	\$ 19,041.82	-\$ 3,315.85
LIBRARY BLDG IMPRVMTS					\$ 0.00	
PUBLIC PROPERTIES	\$37,119.00	\$10,114.12	27.25%	\$27,004.88	\$ 10,028.62	\$ 85.50
CEMETERY	\$40,000.00	\$19,825.00	49.56%	\$20,175.00	\$ 19,475.00	\$ 350.00
GOLF COURSE	\$250,000.00	\$152,720.03	61.09%	\$97,279.97	\$ 0.00	\$ 152,720.03
NEW PARK DEVELOPMENT	\$38.00	\$5,385.40	14172.11%	-\$5,347.40	\$ 20.73	\$ 5,364.67
NEW CEMETERY DEVELOPMENT	\$160,000.00	\$78,023.65	48.76%	\$81,976.35	\$ 0.00	\$ 78,023.65
GUTHMAN TRUST - REGULAR	\$250.00	\$120.62	48.25%	\$129.38	\$ 119.96	\$ 0.66
GUTHMAN TRUST - PAVING	\$20.00	\$9.08	45.40%	\$10.92	\$ 9.07	\$ 0.01
PERPETUAL CARE - PRINCIPAL	\$4,500.00	\$2,800.00	62.22%	\$1,700.00	\$ 1,900.00	\$ 900.00
PERPETUAL CARE - INTEREST	\$150.00	\$79.02	52.68%	\$70.98	\$ 75.95	\$ 3.07
BLDGS & GRDS (OTHER)		\$0.00			\$ 0.00	\$ 0.00
BUILDING INSPECTION	\$95,450.00	\$47,104.19	49.35%	\$48,345.81	\$ 21,549.45	\$ 25,554.74
FIRE (LESS DONATIONS)	\$50,050.00	\$65.63	0.13%	\$49,984.37	\$ 37.04	\$ 28.59
FIRE DONATIONS	\$100,000.00	\$0.00	0.00%	\$100,000.00	\$ 0.00	\$ 0.00
FIRE EQUIPMENT SINKING FUND	\$60,550.00	\$40,149.38	66.31%	\$20,400.62	\$ 6,709.50	\$ 33,439.88
TREE BOARD	\$2,500.00	\$0.00	0.00%	\$2,500.00	\$ 0.00	\$ 0.00
PLANNING COMMISSION	\$5,100.00	\$1,445.00	28.33%	\$3,655.00	\$ 10,942.00	-\$ 9,497.00
DOWDING POOL (LESS DONATIONS)	\$75,050.00	\$387.85	0.52%	\$74,662.15	\$ 387.85	\$ 0.00
POOL DONATIONS	\$0.00	\$0.00	0.00%	\$0.00	\$ 0.00	\$ 0.00
CONCESSION STAND	\$800.00	\$506.71	63.34%	\$293.29	\$ 437.62	\$ 69.09
SWIMMING LESSONS	\$12,000.00	\$0.00	0.00%	\$12,000.00	\$ 0.00	\$ 0.00
RECREATION	\$286,600.00	\$18,451.70	6.44%	\$268,148.30	\$ 19,979.45	-\$ 1,527.75
SENIOR CENTER	\$73,025.00	\$44,364.01	60.75%	\$28,660.99	\$ 47,161.32	-\$ 2,797.31
SENIOR SHUTTLE	\$3,415.00	\$1,626.18	47.62%	\$1,788.82	\$ 1,750.08	-\$ 123.90
RECYCLING	\$17,500.00	\$1,543.70	8.82%	\$15,956.30	\$ 3,678.30	-\$ 2,134.60
ECONOMIC DEVELOPMENT	\$188,437.00	\$111,303.97	59.07%	\$77,133.03	\$ 107,353.00	\$ 3,950.97
TAX INCREMENT FINANCING	\$10,979,761.00	\$59,494.94	0.54%	\$10,920,266.06	\$ 1,008,531.24	-\$ 949,036.30
GENERAL REVENUES**		\$1,073,734.11			\$ 763,549.96	\$ 310,184.15
TOTAL BUDGET	\$26,851,187.00	\$3,345,155.46		\$24,579,765.65	\$ 4,236,062.30	-\$ 890,906.84
**Include 501.01 (City Sales Tax-Rev-State) thru 501.069 (Occupation Tax-Telecom-Mobile) and 501.56 (Donations-Revenue), 501.87 (Municipal Equalization (State), 501.90 thru 501.999 (General) and possibly 581.01 (Bldg Insp-Bldg Permits)						

City of Seward Treasurer

Securities Pledged at The Jones National Bank & Trust Company

Account Number	Long Account Description	Current Par Value	Original Coupon Rate	Original Maturity Date	Current Book Value	Safekeep Receipt Number	Source Name	Market Value
155	GOEHNER NE	\$10,000.00	4.2500%	07/15/2016	\$10,000.00	365006860	COMMERCE BANK	\$10,023.50
156	GOEHNER NE	\$10,000.00	4.3000%	07/15/2017	\$10,000.00	365006861	COMMERCE BANK	\$10,022.70
281	WEST POINT NE CTFS OF PARTIC	\$100,000.00	4.2500%	11/01/2017	\$100,000.00	365007602	COMMERCE BANK	\$100,194.00
361	FFCB (AFS)	\$1,000,000.00	0.9300%	04/26/2018	\$1,000,775.04	528004571	COMMERCE BANK	\$1,001,440.00
157	GOEHNER NE	\$15,000.00	4.3500%	07/15/2018	\$15,000.00	365006862	COMMERCE BANK	\$15,034.35
430	FNMA (AFS)	\$1,000,000.00	1.6250%	11/27/2018	\$1,002,098.41	60027564	COMMERCE BANK	\$1,017,110.00
403	FHLB (AFS)	\$1,000,000.00	1.3000%	10/29/2019	\$1,000,000.00	401001463	COMMERCE BANK	\$1,004,580.00
482	SEWARD CO RPPD ELEC SYS REV	\$160,000.00	1.6000%	11/15/2019	\$160,000.00	561000719	COMMERCE BANK	\$162,324.80
444	SEWARD CO NE SD#9 GO REF BOND	\$200,000.00	1.4500%	12/15/2019	\$200,000.00	548002035	COMMERCE BANK	\$202,234.00
389	FHLMC (AFS)	\$1,000,000.00	1.6500%	03/13/2020	\$1,000,000.00	60027072	COMMERCE BANK	\$1,017,400.00
335	MADISON CO NE SD#2 (NORFOLK)	\$200,000.00	1.8000%	12/15/2020	\$200,000.00	528002911	COMMERCE BANK	\$201,590.00
338	SARPY CO SD #37 GO BONDS	\$195,000.00	2.1500%	12/01/2021	\$195,000.00	528003135	COMMERCE BANK	\$196,310.40
330	THURSTON NE SD #1, PENDER 2012	\$155,000.00	2.0500%	12/15/2021	\$155,000.00	528001710	COMMERCE BANK	\$155,998.20
519	DOUGLAS CO S/D #15 LMTD TAX	\$210,000.00	1.7500%	12/15/2022	\$210,000.00	582000335	COMMERCE BANK	\$212,425.50
463	BUFFALO CO NE SD#7 KEARNEY GO	\$200,000.00	2.3500%	12/15/2023	\$200,000.00	359001318	COMMERCE BANK	\$207,096.00
407	CLAY CO NE HWY ALLOC GO	\$200,000.00	2.3000%	06/15/2024	\$200,000.00	165042481	COMMERCE BANK	\$202,352.00
456	SCOTTSBLUFF COUNTY NE SD #32	\$250,000.00	2.5000%	06/15/2024	\$250,000.00	548002441	COMMERCE BANK	\$255,740.00
435	BUFFALO CO NE SD#19-SHELTON NE	\$200,000.00	3.1500%	12/15/2024	\$200,000.00	548001430	COMMERCE BANK	\$206,336.00
457	VALLEY COUNTY NE GO REF BOND	\$200,000.00	2.6500%	12/15/2024	\$200,000.00	548002443	COMMERCE BANK	\$205,140.00
510	WAVERLY GO SEWER RFDG BOND	\$200,000.00	2.2500%	06/15/2026	\$200,000.00	561004444	COMMERCE BANK	\$198,346.00
520	CASS CO S/D #1 LMTD TAX OBLIG	\$200,000.00	2.3500%	12/15/2026	\$200,000.00	582000324	COMMERCE BANK	\$199,520.00
518	BUTLER CO PPD ELEC SYS REV REF	\$195,000.00	2.5000%	06/15/2027	\$195,000.00	582000169	COMMERCE BANK	\$197,568.15
517	NORTH PLATTE GO VAR PURP & REF	\$200,000.00	2.6000%	06/01/2028	\$200,000.00	582000364	COMMERCE BANK	\$200,876.00
302	FHLMC CMO FHR-3997 LN	\$320,447.43	2.5000%	03/15/2040	\$322,872.91	60026304	COMMERCE BANK	\$325,850.17
Summary								\$7,505,511.77

May 1, 2016

1

5:30:14 AM

CASH IN BANK = \$6,436,286.39

City of Seward Treasurer

Securities Pledged at The Jones National Bank & Trust Company

Fax # (402) 643-6491

Carla Hain

May 1, 2016

2

5:30:14 AM

Date: 04/27/16
Time: 17:22:51
User: ACCT2

Pledgee Inventory Report
For 04/30/16

Report#: P010
Version:
Page#: 1

Institution: 052 (The Cattle National Bank)

Pledge-Tx# Portfolio	Total Par Total Deposits	Maturity Settle	Trans# Sloc	CUSIP Receipt#	P l e d g e d I n v e n t o r y			Pledged Par MBS Face Par	Collateral-Value Market-Value
					Security Description	TTL	FFIEC		
					Rate/Div	Maturity	Issued		
CITY OF SEWARD (CITY)									
0005220028 1	2,291.67	12/01/18 03/24/03	DAD	31371HCF3	FNMA - Pool#: 252170 6.50000 12/01/2018 11/01/98	Y		2,291.67 500,000.00	2,636.83 2,624.42
0005220029 1	4,137.95	02/01/26 03/24/03	DAD	31375HAP9	FNMA ARM - Pool#: 334914 2.55500 02/01/2026 01/01/96	Y		4,137.95 1,000,000.00	4,324.20 4,315.39
0005220030 1	4,783.03	04/01/19 03/25/03	DAD	31363ARX3	FNMA ARM - Pool#: 083302 3.96900 04/01/2019 10/01/89	Y		4,783.03 3,500,000.00	4,971.88 4,956.06
0310240054 1	9,680.26	10/01/22 10/24/03	DAD	31335HUG6	FHLMC - Pool#: C90583 6.00000 10/01/2022 10/01/02	Y		9,680.26 700,000.00	11,022.20 10,973.80
0807240220 1	5,328.72	04/01/17 07/24/08	DAD	31371NCT0	FNMA - Pool#: 256682 5.50000 04/01/2017 03/01/07	Y		5,328.72 500,000.00	5,428.11 5,403.69
0807240221 1	29,706.52	06/01/24 07/24/08	DAD	31371LQY8	FNMA - Pool#: 255271 5.00000 06/01/2024 05/01/04	Y		29,706.52 500,000.00	32,951.31 32,827.53
0807240222 1	17,298.03	04/01/18 07/24/08	DAD	31390UMM5	FNMA - Pool#: 656564 5.00000 04/01/2018 04/01/03	Y		17,298.03 1,000,000.00	17,917.17 17,845.09
0909220085 1	31,928.33	10/01/20 09/22/09	DAD	31407T2J8	FNMA - Pool#: 840577 5.00000 10/01/2020 10/01/05	Y		31,928.33 545,000.00	33,334.86 33,201.83
0909220086 1	31,627.54	05/01/19 09/22/09	DAD	31402C5E8	FNMA - Pool#: 725445 4.50000 05/01/2019 04/01/04	Y		31,627.54 925,000.00	32,814.48 32,695.88
1004230111 1	7,209.88	04/01/18 04/23/10	DAD	31283KTH1	FHLMC - Pool#: G11452 6.50000 04/01/2018 09/01/03	Y		7,209.88 2,000,000.00	7,381.33 7,342.28
1005210487 1	100,000.00	02/01/26 05/21/10	DAD	68189TBA3	OMAHA NEB SPL OBLIG 6.40000 02/01/2026 03/25/08	Y		100,000.00 0.00	119,511.00 117,911.00
1104270112 1	5,136.44	09/01/17 04/27/11	DAD	31410KNK6	FNMA - Pool#: 889694 6.50000 09/01/2017 06/01/08	Y		5,136.44 180,000.00	5,267.39 5,239.57
1108240265 1	120,000.00	09/15/16 08/24/11	DAD	226490AE0	CRETE NEB 1.85000 09/15/2016 06/28/11	Y		120,000.00 0.00	120,449.27 120,165.60
1108240266 1	250,000.00	12/15/19 08/24/11	DAD	803770MB9	SARPY CNTY NEB SCH DIST NO 037 3.35000 12/15/2019 03/11/11	Y		250,000.00 0.00	253,511.39 250,347.50
1110240559 1	100,000.00	06/01/23 10/24/11	DAD	486800CA1	KEARNEY CNTY NEB 3.65000 06/01/2023 06/15/11	Y		100,000.00 0.00	101,945.83 100,425.00
1110240562 1	240,000.00	12/15/21 10/24/11	DAD	433605AK8	HITCHCOCK CNTY NEB 3.05000 12/15/2021 07/27/11	Y		240,000.00 0.00	244,296.53 241,531.20
1202270145 1	75,000.00	08/01/24 02/27/12	DAD	357406DJ3	FREMONT NE 3.15000 08/01/2024 10/04/11	Y		75,000.00 0.00	76,033.13 75,442.50
1204240052 1	150,000.00	12/15/25 04/24/12	DAD	803770NS1	SARPY CNTY NE SCH DIST #37 2.45000 12/15/2025 03/22/12	Y		150,000.00 0.00	151,980.83 150,592.50
1206220440 1	200,000.00	12/15/25 06/22/12	DAD	93811RBD5	WASHINGTON CNTY NE SCD #24 2.95000 12/15/2025 05/16/12	Y		200,000.00 0.00	203,770.89 201,542.00
1209210358 1	55,000.00	10/15/23 09/21/12	DAD	428826AM3	HICKMAN NE COMB UTIL REV 2.75000 10/15/2023 05/01/12	Y		55,000.00 0.00	55,483.57 55,416.35
1209210359 1	140,000.00	08/01/26 09/21/12	DAD	854746DB7	STANTON CNTY NE PUB PWR DIST 2.75000 08/01/2026 03/29/12	Y		140,000.00 0.00	142,197.30 141,234.80
1210260189 1	125,000.00	11/15/20 10/26/12	DAD	259260BC0	DOUGLAS CNTY NE SANTN & IMPT 3.30000 11/15/2020 11/15/11	Y		125,000.00 0.00	128,712.08 126,810.00
1210260190 1	150,000.00	12/15/22 10/26/12	DAD	259353DQ0	DOUGLAS CNTY NEB SCH DIST 059 3.60000 12/15/2022 05/12/11	Y		150,000.00 0.00	152,305.50 150,265.50
1210260194 1	250,000.00	09/01/16 10/26/12	DAD	67868UBV4	OKLAHOMA CNTY OK FIN AUTH 5.84000 09/01/2016 07/14/09	Y		250,000.00 0.00	256,478.33 254,045.00
1301240229 1	200,000.00	06/15/23 01/24/13	DAD	88609PCW2	THURSTON CNTY NE SCD #16 3.70000 06/15/2023 09/27/12	Y		200,000.00 0.00	204,783.56 201,988.00
1301240230 1	200,000.00	10/01/23 01/24/13	DAD	259344AU3	DOUGLAS CNTY NE SAN & IMPT 3.25000 10/01/2023 10/01/12	Y		200,000.00 0.00	202,727.67 202,186.00

Date: 04/27/16
Time: 17:22:51
User: ACCT2

Pledgee Inventory Report
For 04/30/16

Report#: P010
Version:
Page#: 2

Institution: 052 (The Cattle National Bank)

Pledge-Tx# Portfolio	Total Par Total Deposits	Maturity Settle	Trans# Sloc	CUSIP Receipt#	P l e d g e d I n v e n t o r y			TTL FFIEC	Pledged Par MBS Face Par	Collateral-Value Market-Value
					Security Description Rate/Div	Maturity	Issued			
CITY OF SEWARD (CITY)										
1301240231 1	200,000.00	10/15/23 01/24/13	DAD	80376DCN7	SARPY CNTY NE SAN & IMPT DIST 3.25000 10/15/2023 10/15/12	Y		200,000.00 0.00	203,098.89 202,810.00	
1304300067 1	100,000.00	11/15/23 04/30/13	DAD	68905FFE4	OTOE CNTY NE SCH DIST #111 2.50000 11/15/2023 02/15/13	Y		100,000.00 0.00	101,937.78 100,785.00	
1304300068 1	135,000.00	06/15/27 04/30/13	DAD	930583CT4	WAHOO NE UTILITY REVENUE 3.00000 06/15/2027 03/12/13	Y		135,000.00 0.00	137,812.50 136,282.50	
1305230401 1	103,570.98	07/01/19 05/23/13	DAD	3128MMAD5	FHLMC - Pool#: G18003 5.50000 07/01/2019 07/01/04	Y		103,570.98 3,000,000.00	109,735.98 109,261.28	
1306210220 1	150,000.00	12/15/26 06/21/13	DAD	397802KH1	GRETNA NE 2.75000 12/15/2026 05/31/13	Y		150,000.00 0.00	152,726.83 151,168.50	
1307240271 1	200,000.00	06/01/25 07/24/13	DAD	287742LU2	ELKHORN NE RURAL PUBLIC PWR 2.65000 06/01/2025 06/27/13	Y		200,000.00 0.00	204,490.33 202,282.00	
1307240272 1	224,258.57	12/15/26 07/24/13	DAD	36176W2B6	GNMA-I - Pool#: 778670 4.00000 12/15/2026 12/01/11	Y		224,258.57 560,000.00	235,902.57 235,155.04	
1308230267 1	100,000.00	12/15/25 08/23/13	DAD	757045DV8	RED WILLOW CNTY NE 2.65000 12/15/2025 06/20/13	Y		100,000.00 0.00	102,348.11 101,347.00	
1309230059 1	187,889.70	07/01/26 09/23/13	DAD	3138AMK38	FNMA - Pool#: AI7513 4.50000 07/01/2026 07/01/11	Y		187,889.70 500,000.00	200,805.24 200,100.65	
1310300064 1	49,979.94	12/20/20 10/30/13	DAD	36241KJN9	GNMA-II - Pool#: 782069 5.50000 12/20/2020 03/01/06	Y		49,979.94 750,000.00	52,957.31 52,728.24	
1310300067 1	34,936.60	12/01/17 10/30/13	DAD	31391XHQ5	FNMA - Pool#: 679839 5.50000 12/01/2017 12/01/02	Y		34,936.60 2,000,000.00	35,923.27 35,763.14	
1310300068 1	58,155.56	03/20/23 10/30/13	DAD	36202ERL5	GNMA-II - Pool#: 004091 5.00000 03/20/2023 03/01/08	Y		58,155.56 500,000.00	61,479.57 61,237.26	
1310300070 1	103,170.18	08/01/22 10/30/13	DAD	31371NJQ9	FNMA - Pool#: 256871 6.50000 08/01/2022 07/01/07	Y		103,170.18 1,100,000.00	112,465.47 111,906.63	
1406230215 1	150,000.00	12/15/25 06/23/14	DAD	919558KF2	VLV CNTY NE 2.90000 12/15/2025 05/28/14	Y		150,000.00 0.00	154,731.83 153,088.50	
1406230216 1	125,000.00	11/15/27 06/23/14	DAD	818474DD7	SEWARD CNTY NE PUBLIC PWR DIST 4.00000 11/15/2027 08/20/13	Y		125,000.00 0.00	131,489.31 129,183.75	
1406230217 1	90,000.00	09/01/27 06/23/14	DAD	818488FC7	SEWARD NE WTR SYS REVENUE 2.85000 09/01/2027 03/22/13	Y		90,000.00 0.00	91,359.90 90,932.40	
1406270096 1	348,572.29	05/15/25 06/27/14	DAD	3620ARB59	GNMA-I - Pool#: 737260 3.50000 05/15/2025 05/01/10	Y		348,572.29 1,000,000.00	369,498.24 368,481.57	
1408220277 1	75,267.26	06/01/21 08/22/14	DAD	3128PVN22	FHLMC - Pool#: J15809 3.00000 06/01/2021 06/01/11	Y		75,267.26 285,000.00	78,844.44 78,656.27	
1409230158 1	144,144.16	12/01/24 09/23/14	DAD	3128MMLQ4	FHLMC - Pool#: G18334 4.50000 12/01/2024 12/01/09	Y		144,144.16 1,015,000.00	153,974.79 153,434.25	
1409230162 1	150,000.00	09/01/26 09/23/14	DAD	80378CBS7	SARPY CNTY NE SAN & IMPT DIST 3.50000 09/01/2026 09/01/14	Y		150,000.00 0.00	152,000.00 151,125.00	
1410240033 1	227,918.08	03/01/23 10/24/14	DAD	31410KAW4	FNMA - Pool#: 889321 4.00000 03/01/2023 03/01/08	Y		227,918.08 2,050,000.00	237,802.95 237,043.22	
1501020007 1	123,587.34	11/01/19 12/31/14	DAD	3128M1CT4	FHLMC - Pool#: G11982 5.50000 11/01/2019 04/01/06	Y		123,587.34 1,411,036.00	130,540.37 129,973.93	
1502240073 1	115,000.00	11/15/24 02/24/15	DAD	505318QS7	LA VISTA NE 2.65000 11/15/2024 12/31/14	Y		115,000.00 0.00	118,119.89 116,714.65	
1503240262 1	100,000.00	12/15/24 03/24/15	DAD	406036HN6	HALL CNTY NE SCD #2 GRAND IS 2.40000 12/15/2024 02/09/15	Y		100,000.00 0.00	102,228.67 101,322.00	
1504230191 1	75,000.00	03/15/22 04/23/15	DAD	25930HAU8	DOUGLAS CNTY NE SAN & IMPT DIS 2.40000 03/15/2022 03/15/15	Y		75,000.00 0.00	76,629.50 76,399.50	
1506190066 1	227,865.46	02/01/25 06/19/15	DAD	3128PQ4E8	FHLMC - Pool#: J11721 4.50000 02/01/2025 02/01/10	Y		227,865.46 1,200,000.00	240,514.28 239,659.78	
1506190067 1	100,000.00	05/15/23		25931KAV8	DOUGLAS CNTY NE SAN & IMPT	Y		100,000.00	102,674.89	

Date: 04/27/16
Time: 17:22:51
User: ACCT2

Pledgee Inventory Report
For 04/30/16

Report#: P010
Version:
Page#: 3

Institution: 052 (The Cattle National Bank)

Pledge-Tx# Portfolio	Total Par Total Deposits	Maturity Settle	Trans# Sloc	CUSIP Receipt#	P l e d g e d I n v e n t o r y			Pledged Par MBS Face Par	Collateral-Value Market-Value
					Security Description	TTL	FFIEC		
					Rate/Div	Maturity	Issued		
CITY OF SEWARD (CITY)									
1		06/19/15	DAD		2.60000	05/15/2023	05/15/15	0.00	101,476.00
1508240277	90,000.00	05/15/22		803766BG8	SARPY CNTY NE SAN & IMPT		Y	90,000.00	93,882.75
1		08/24/15	DAD		2.85000	05/15/2022	07/01/15	0.00	92,700.00
1508240278	100,000.00	07/15/27		25933BCU6	DOUGLAS CNTY NE SAN & IMPT		Y	100,000.00	103,335.00
1		08/24/15	DAD		3.60000	07/15/2027	07/15/15	0.00	102,275.00
1508240279	100,000.00	06/15/26		199437LA0	COLUMBUS NE COMB REV		Y	100,000.00	105,202.11
1		08/24/15	DAD		2.87500	06/15/2026	07/23/15	0.00	104,116.00
1510230211	198,183.53	07/01/24		3128PNBR8	FHLMC - Pool#: J09948		Y	198,183.53	210,592.32
1		10/23/15	DAD		4.00000	07/01/2024	06/01/09	1,300,000.00	209,931.71
1510230212	306,909.66	03/01/22		31294MML2	FHLMC - Pool#: E03063		Y	306,909.66	321,495.97
1		10/23/15	DAD		3.00000	03/01/2022	03/01/12	1,000,000.00	320,728.70
1510230213	229,723.48	07/01/27		3138EJLQ9	FNMA - Pool#: AL2134		Y	229,723.48	245,591.84
1		10/23/15	DAD		4.00000	07/01/2027	07/01/12	443,000.00	244,826.10
1510230214	150,000.00	12/01/25		93811PBV9	WASHINGTON CNTY NE PUB SAFETY		Y	150,000.00	153,296.50
1		10/23/15	DAD		2.50000	12/01/2025	05/14/15	0.00	151,734.00
1510230215	200,000.00	12/15/26		255689CD1	DIXON CNTY NE SCD #1		Y	200,000.00	203,262.67
1		10/23/15	DAD		2.55000	12/15/2026	02/26/15	0.00	201,336.00
1510230216	100,000.00	09/15/27		239421JJ0	DAWSON NEB PUB PWR DIST REV		Y	100,000.00	103,094.39
1		10/23/15	DAD		2.75000	09/15/2027	09/17/15	0.00	102,743.00
1510230217	100,000.00	12/01/23		231868NU0	CUSTER NE PUBLIC PWR DIST		Y	100,000.00	103,295.50
1		10/23/15	DAD		2.55000	12/01/2023	08/27/15	0.00	102,233.00
1510230220	105,000.00	02/15/27		80378YBC4	SARPY CNTY NE SAN & IMPT DIST		Y	105,000.00	109,628.17
1		10/23/15	DAD		4.30000	02/15/2027	02/15/14	0.00	108,675.00
1601040172	100,000.00	11/01/26		25931QBD4	DOUGLAS CNTY NE SAN & IMPT		Y	100,000.00	103,272.33
1		12/31/15	DAD		3.20000	11/01/2026	12/01/15	0.00	101,939.00
1601040173	100,000.00	12/15/29		803760EJ2	SARPY CNTY NE SAN & IMPT DIST		Y	100,000.00	104,352.89
1		12/31/15	DAD		3.65000	12/15/2029	12/15/15	0.00	102,974.00
1602190099	166,742.45	10/12/16		31335HYR8	FHLMC - Pool#: C90720		Y	166,742.45	186,112.29
1		02/19/16	DAD		5.50000	10/01/2023	10/01/03	3,250,000.00	185,348.05
1602190100	100,000.00	07/15/26		25928FBA9	DOUGLAS CNTY NE SAN & IMPT		Y	100,000.00	102,847.50
1		02/19/16	DAD		3.15000	07/15/2026	01/15/16	0.00	101,920.00
1602190101	100,000.00	12/25/27		487571FT3	KEITH CNTY NE SCD #1		Y	100,000.00	103,166.92
1		02/19/16	DAD		2.95000	12/25/2027	12/28/15	0.00	102,159.00
1602190102	100,000.00	06/15/29		943781BN3	WAVERLY NE COMB UTIL REV		Y	100,000.00	103,237.72
1		02/19/16	DAD		3.10000	06/15/2029	01/20/16	0.00	102,368.00
1603240080	155,000.00	08/01/28		854746DX9	STANTON CNTY NE PUB PWR DIST		Y	155,000.00	154,359.72
1		03/24/16	DAD		2.55000	08/01/2028	03/02/16	0.00	153,711.95
1603240081	50,000.00	02/15/24		25930VCD3	DOUGLAS CNTY NE SAN & IMPT		Y	50,000.00	51,094.00
1		03/24/16	DAD		2.55000	02/15/2024	03/01/16	0.00	50,881.50
9603250298	15,682.33	02/15/21		3129045E1	FHLMC SERIES 1041 CLASS E		Y	15,682.33	15,936.86
1		03/31/96	DAD		1.38275	02/15/2021	02/15/91	6,347,836.00	15,927.22
Pledgee:	8,770,685.94							8,770,685.94	9,101,387.00
Totals :	1.00							39,061,872.00	9,034,173.78

CASH IN BANK= \$8,719,313.98

PLUS \$250,000 FDIC INSURANCE

*See letter for additional
securities*

THE CATTLE NATIONAL BANK & TRUST CO.

May 6, 2016

D.A. Davidson & Co.
5701 S 34th Street, Suite 202
Lincoln, NE 68516

Attn: Safekeeping Dept.

This letter authorizes your firm to place the security(ies) listed below into the controlled access account. This account is held with you for the purpose of covering the deposits for City of Seward accounts that are held with our institution. The security(ies) listed below are currently in the Main Account. The security(ies) description is as follows:

CUSIP	DESCRIPTION	ORIG. FACE VALUE	CURRENT VALUE	COUPON	MAT DATE
473260DB0	Jefferson Co.	\$80,000	\$81,706.40	2.55%	12/15/25
406028FB1	Hall Co.	\$85,000	\$86,648.15	3.20%	07/15/30

Should you have any questions please contact me at (402) 643-3636.

Sincerely,



Ryne Seaman
President/CEO

**MEMBER
FDIC**

MAIN BANK
104 South 5th St.
Seward, NE 68434
402.643.3636
Fax: 402.643.3099

MOTOR BANK
405 North 5th St.
Seward, NE 68434
402.643.4545

WEST A
1550 S. Coddington Ave, Suite R
Lincoln, NE 68522
402.434.7400
Fax: 402.434.7405

VILLAGE GARDENS
5800 Hidcote Dr., Suite 106
Lincoln, NE 68516
402.479.7400
Fax: 402.479.7420

FALLBROOK
6550 Merchant Drive
Lincoln, NE 68521
402.420.7400
Fax: 402.328.2374



www.cattlebank.com • E-mail: info@cattlebank.com

ac : 000
 Port: BAS/6000-004 19.02.5
 Item: 04/29/16 17:02
 EDGED TO: 37 CITY OF SEWARD
 ACCOUNT CUSIP NUMBER CL MATURITY
 DESCRIPTION DATE
 1480 912828C24 01 02/28/2019
 T NOTES
 SECURITIES PORTFOLIO ANALYSIS
 BOND ACCOUNTING SYSTEM
 PLEDGED ACCOUNTS
 Page: 14
 Run Date: 04/30/16
 Processed Thru: 04/30/16

PLEDGE INFORMATION		MARKET VALUE		BOOK VALUE		PAR VALUE		COUPON		RATE		PLEDGED VALUE		EXPIRES		AMOUNT	
PRP	DATE	DATE	EXPIRES	PRP	DATE	PRP	DATE	PRP	DATE	PRP	DATE	PRP	DATE	PRP	DATE	PRP	DATE
1	03/27/14	02/28/19		10,167,000.00		9,959,257.80		10,000,000.00		1.5000		10,167,000.00		110,000.00			
111,837.00 1200 WELLS FARGO 110,000.00																	

** TOTALS ** NUMBER 1 10000,000.00 1.5000W 9,959,257.80 10,167,000.00
 111,837.00

CURRENT YEAR: April 2016

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	11	\$ 5,844.40	\$ 1,892,141.19
REMODEL/ADDIT.	11	\$ 1,476.37	\$ 454,080.00
ACCESSORY	9	\$ 25,898.00	\$ 4,141.25
ELECTRIC	9	\$ 496.75	\$ -
PLUMBING	9	\$ 395.00	\$ -
MECHANICAL	4	\$ 440.00	\$ -
SEWER TAP	9	\$ 2,250.00	\$ -
WATER TAP	9	\$ 7,380.00	\$ -
TEMP. ELEC.	6	\$ 300.00	\$ -
ELECTRIC SER.	9	\$ 1,800.00	\$ -
TOTALS	86	\$ 46,280.52	\$ 2,350,362.44

YEAR TO DATE January to December 2016

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	19	\$ 7,706.40	\$ 2,572,876.19
REMODEL/ADDIT.	17	\$ 1,867.37	\$ 527,830.00
ACCESSORY	15	\$ 36,123.00	\$ 4,560.75
ELECTRIC	16	\$ 683.50	\$ -
PLUMBING	11	\$ 490.00	\$ -
MECHANICAL	8	\$ 870.00	\$ -
SEWER TAP	12	\$ 3,000.00	\$ -
WATER TAP	12	\$ 9,840.00	\$ -
TEMP. ELEC.	10	\$ 500.00	\$ -
ELECTRIC SER.	13	\$ 2,600.00	\$ -
TOTALS	133	\$ 63,680.27	\$ 3,105,266.94

FISCAL YEAR: Oct. 2015 to Sept. 2016

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	19	\$ 9,548.80	\$ 3,290,759.19
REMODEL/ADDIT.	31	\$ 3,195.02	\$ 823,900.00
ACCESSORY	36	\$ 86,433.00	\$ 10,998.50
ELECTRIC	36	\$ 2,489.25	\$ -
PLUMBING	21	\$ 1,403.00	\$ -
MECHANICAL	17	\$ 1,686.00	\$ -
SEWER TAP	13	\$ 3,250.00	\$ -
WATER TAP	13	\$ 10,660.00	\$ -
TEMP. ELEC.	11	\$ 550.00	\$ -
ELECTRIC SER.	14	\$ 2,800.00	\$ -
TOTALS	211	\$ 122,015.07	\$ -

LAST YEAR: April 2015

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	2	\$ 1,352.40	\$ 473,693.18
REMODEL/ADDIT.	28	\$ 771.00	\$ 217,525.00
ACCESSORY	10	\$ 493.75	\$ 31,316.00
ELECTRIC	4	\$ 222.75	\$ -
PLUMBING	7	\$ 290.00	\$ -
MECHANICAL	4	\$ 195.00	\$ -
SEWER TAP	3	\$ 750.00	\$ -
WATER TAP	3	\$ 2,460.00	\$ -
TEMP. ELEC.	2	\$ 100.00	\$ -
ELECTRIC SER.	2	\$ 400.00	\$ -
TOTALS	65	\$ 7,034.90	\$ 722,534.18

YEAR TO DATE January to December 2015

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	4	\$ 2,476.00	\$ 844,037.56
REMODEL/ADDIT.	33	\$ 1,135.95	\$ 286,075.00
ACCESSORY	44	\$ 8,283.25	\$ 385,812.00
ELECTRIC	21	\$ 1,221.75	\$ -
PLUMBING	15	\$ 615.00	\$ -
MECHANICAL	7	\$ 320.00	\$ -
SEWER TAP	5	\$ 1,250.00	\$ -
WATER TAP	5	\$ 4,100.00	\$ -
TEMP. ELEC.	4	\$ 200.00	\$ -
ELECTRIC SER.	4	\$ 800.00	\$ -
TOTALS	142	\$ 20,401.95	\$ 1,515,924.56

FISCAL YEAR: Oct. 2014 to Sept. 2015

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	13	\$ 7,020.20	\$ 2,230,337.36
REMODEL/ADDIT.	55	\$367,574.95	\$ 488,067.00
ACCESSORY	78	\$300,867.00	\$ 567,081.25
ELECTRIC	45	\$ 2,828.50	\$ -
PLUMBING	41	\$ 2,457.00	\$ -
MECHANICAL	26	\$ 2,568.00	\$ -
SEWER TAP	22	\$ 5,500.00	\$ -
WATER TAP	22	\$ 16,425.00	\$ -
TEMP. ELEC.	22	\$ 1,100.00	\$ -
ELECTRIC SER.	22	\$ 4,400.00	\$ -
TOTALS	346	\$710,740.65	\$ 3,285,485.61

**SEWARD POLICE DEPARTMENT
APRIL 2016 MONTHLY REPORT**

ARRESTS	31
CITATIONS	06
PARKING TICKETS	23
WARNINGS	106

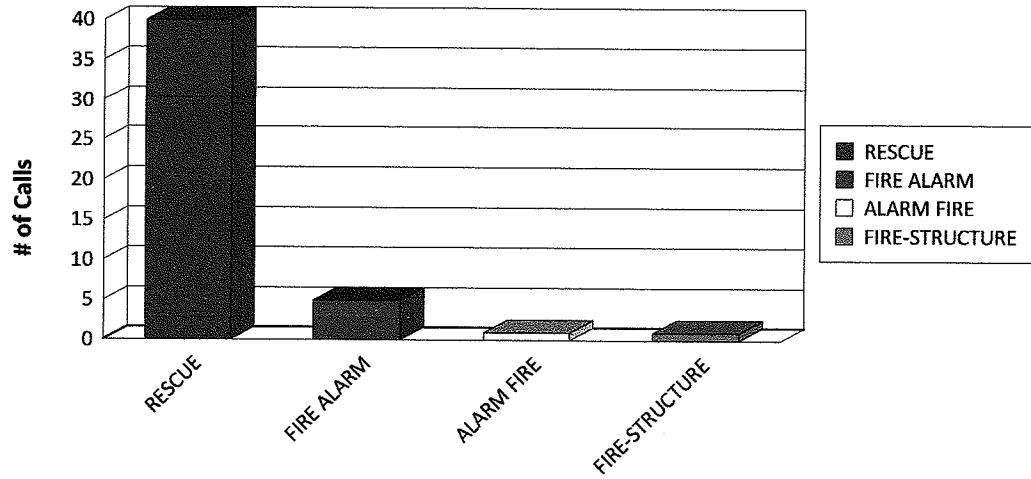
The above numbers do not include red tag warnings for parking violations, yellow tag warnings for animal violations or verbal warnings.

The Seward County Communication Center collects the numbers used to create the attached statistics summary.

Calls Statistics by Type Summary

4/1/2016 - 4/30/2016
00:00:00 - 07:11:14

Agency - SFD

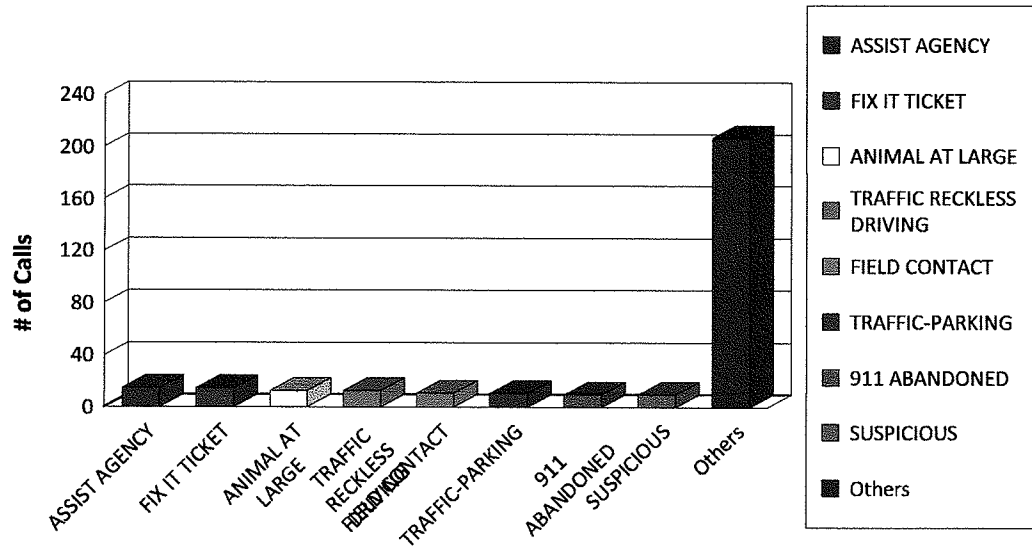


	4/2016	Total
ALARM FIRE	1	1
FIRE ALARM	5	5
FIRE-STRUCTURE	1	1
RESCUE	40	40
Total	47	47

Calls Statistics by Type Summary

4/1/2016 - 4/30/2016
00:00:00 - 07:11:14

Agency - SPD



	4/2016	Total
911 ABANDONED	10	10
911 MIS-DIAL	3	3
911 OPEN LINE	3	3
ABUSE/NEGLECT ADULT	1	1
ABUSE/NEGLECT CHILD	5	5
ACCIDENT PARKING	1	1
ACCIDENT PROPERTY	1	1
ACCIDENT W/O INJURIES	6	6
ALARM INTRUSION	2	2
ALARM OTHER	3	3
ANIMAL AT LARGE	13	13
ANIMAL BARKING DOG	1	1
ANIMAL CRUELTY TO	2	2
ANIMAL FOUND	5	5
ANIMAL LIVE TRAP	5	5
ANIMAL LOST	1	1
ANIMAL OTHER	2	2
ANIMAL VICIOUS	1	1

	4/2016	Total
ARREST DUI	3	3
ARREST DUS	8	8
ARREST OTHER	1	1
ARREST REVOKED	2	2
ARREST WARRANT	6	6
ASSAULT PHYSICAL	1	1
ASSIST AGENCY	15	15
AUTO THEFT	1	1
BROADCAST	1	1
BURGLARY/RESIDENCE	1	1
CIVIL CHILD CUSTODY	2	2
CIVIL KEEP PEACE	1	1
CIVIL OTHER	1	1
CIVIL PROPERTY DISPUTE	1	1
COMMUNITY SVC GARBAGE	1	1
CORONER CALL	4	4
CRIMINAL MISCHIEF VANDAL	4	4
DISREGARD	6	6
DISTURBANCE DOMESTIC	1	1
DRIVE UNDER SUSPENSION	1	1
DRUG VIOLATION	6	6
DUPLICATE DISREGARD	1	1
EXTRA PATROL	2	2
FIELD CONTACT	11	11
FIRE ALARM	1	1
FIX IT TICKET	15	15
FOUND BICYCLE	1	1
FRAUD	2	2
FRAUD BAD CHECKS	1	1
FRAUD OTHER	3	3
FUNERAL ESCORT	6	6
GAS LEAK	1	1
GUN PERMIT	9	9

	4/2016	Total
HARASSING PHONE CALLS	1	1
HARASSMENT	2	2
HITCHHIKER/TRANSIENT	3	3
INFORMATION	4	4
JUVENILE WELFARE	4	4
JUVENILE/UNCONTROLLABLE	3	3
JUVENILE-OTHER	1	1
LITTERING	1	1
MOTORIST ASSIST	5	5
ORDINANCE VIOLATION	2	2
OTHER CALL TYPE	1	1
PROPERTY DAMAGE	2	2
PROPERTY FOUND	7	7
PROPERTY LOST	3	3
PUBLIC NUISANCE	3	3
PUBLIC SERVICE	8	8
RESCUE	1	1
SALES	3	3
SOLICITING SALES	1	1
SPECIAL ASSIGNMENT	1	1
SUSPICIOUS	10	10
TERRORISTIC THREAT	2	2
THEFT BICYCLE	1	1
THEFT BUSINESS	1	1
THEFT FAIL TO PAY	3	3
THEFT-OTHER	2	2
THREATS OTHER	1	1
TRAFFIC	1	1
TRAFFIC - DUI	3	3
TRAFFIC CONTROL	1	1
TRAFFIC HAZARD	1	1
TRAFFIC RECKLESS DRIVING	13	13
TRAFFIC STOP	4	4

	4/2016	Total
TRAFFIC-OTHER	3	3
TRAFFIC-PARKING	11	11
TRESPASSING PRIVATE PROP	2	2
VACATION/RESIDENCE CHECK	1	1
WELFARE CHECK	4	4
Total	305	305

City of Seward, NE

Tuesday, May 17, 2016

Regular Session

Item G3

PUBLIC HEARING - 7:00 P.M. - DEPARTMENT OF ECONOMIC DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION - PRE- DEVELOPMENT OF A DOWNTOWN REVITALIZATION PROGRAM - Rian Harkins, SENDD

Consideration for approval of the Limited English Proficiency and Language Assistance Plan for the 2016 CDBG DTR Program and authorization of the Mayor to sign said Plan.

Consideration of a Resolution authorizing the execution of all contracts, documents, or other memoranda between the City of Seward and the Nebraska Department of Economic Development to accept the grant.

Administrative Report: The City of Seward is requesting \$30,000 in CDBG funds to conduct pre-development activities to for the “Downtown Revitalization (DTR)” program (Phase 1). Activity 0630-Planning will be used to implement a citizen participation process to identify, evaluate and prioritize downtown revitalization projects that result in a Downtown Revitalization Master Plan for the community. This activity will address the National CDBG objective of eliminating Slums and Blight. Of the CDBG funds \$27,900 will be available for the planning activities (0630) and \$3,000 will be available for CDBG project administrative costs (0181). In addition, it is anticipated that another \$7,500 will be provided by the City as local match. Total project costs are estimated at \$37,500. There are no plans for displacement of people as a result of this CDBG-Planning activity. However, the City will adopt a plan for assisting persons actually displaced by any CDBG assisted activities.

Following the public hearing, presentation of information, discussion and review, 1) a motion to approve the Limited English Proficiency and Language Assistance Plan, and 2) a motion to adopt the resolution would be in order.

Staff Contact:

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on Tuesday, May 17, 2016, at 7:00 P.M. in the Municipal Building Council Chambers, 142 N. 7th Street, Seward, Nebraska, the City Council will hold a Public Hearing concerning an application to the Nebraska Department of Economic Development (NDED) for a Community Development Block Grant (CDBG). This grant is available for community development activities.

The City of Seward is requesting \$30,000 in CDBG funds to conduct pre-development activities to for the "Downtown Revitalization (DTR)" program (Phase 1). Activity 0630-Planning will be used to implement a citizen participation process to identify, evaluate and prioritize downtown revitalization projects that result in a Downtown Revitalization Master Plan for the community. This activity will address the National CDBG objective of eliminating Slums and Blight.

Of the CDBG funds \$27,900 will be available for the planning activities (0630) and \$3,000 will be available for CDBG project administrative costs (0181). In addition, it is anticipated that another \$7,500 will be provided by the City as local match. Total project costs are estimated at \$37,500. There are no plans for displacement of people as a result of this CDBG-Planning activity. However, the City will adopt a plan for assisting persons actually displaced by any CDBG assisted activities.

The grant application will be available for public inspection at the City Clerk's office during regular working hours. All interested parties are invited to attend this public hearing, at which time you will have an opportunity to be heard regarding the grant application. Written and oral testimony will also be accepted at the public hearing scheduled for 7:00 p.m., May 17, 2016, at the Municipal Building Council Chambers, 142 N. 7th Street, Seward, Nebraska. Written comments addressed to the City Clerk, City Hall, 537 Main Street, Seward, Nebraska, 68434 will also be accepted if postmarked on or before Thursday, April 12, 2016.

Individuals requiring physical or sensory accommodations including interpreter service, braille, large print, or recorded materials, please contact: City Clerk, (402) 643-2928 no later than 12:00 noon on Friday, May 13, 2016. Accommodations will be made for persons with disabilities and non-English speaking individuals provided that a one day notice is received by the City of Seward.

/s/Bonnie Otte
City Clerk

Publish one time April 27, 2016
One Proof of Publication

**FOUR FACTOR ANALYSIS
ASSESSING
LIMITED ENGLISH PROFICIENCY
AND
LANGUAGE ASSISTANCE PLAN**

**PREPARED BY
SEWARD, NEBRASKA**

**FOR
THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

EXHIBIT O-1

A. POLICY STATEMENT

It is the policy of the City of Seward, Nebraska to take reasonable steps to provide meaningful access to its programs and activities for persons with Limited English Proficiency (LEP). The City's policy is to ensure that staff will communicate effectively with LEP individuals, and LEP individuals will have access to important programs and information. The City of Seward is committed to complying with federal requirements in providing free meaningful access to its programs and activities for LEP persons.

B. HISTORY

Title VI of the Civil Rights Act of 1964 is the federal law which protects individuals from discrimination on the basis of their race, color, or national origin in programs that receive federal financial assistance. In certain situations, failure to ensure that persons who have Limited English Proficiency can effectively participate in, or benefit from, federally assisted programs may violate Title VI's prohibition against national origin discrimination.

Persons who, as a result of national origin, do not speak English as their primary language and who have limited ability to speak, read, write, or understand English may be entitled to language assistance under Title VI in order to receive a particular service, benefit, or encounter.

On August 11, 2000, Executive Order 13166, titled, "Improving Access to Services by Persons with Limited English Proficiency," was issued. Executive Order 13166 requires federal agencies to assess and address the needs of otherwise eligible persons seeking access to federally conducted programs and activities who, due to LEP cannot fully and equally participate in or benefit from those programs and activities. Section 2 of the Executive Order 13166 directs each federal department or agency "to prepare a plan to improve access to...federally conducted programs and activities by eligible LEP persons...."

C. DEFINITIONS

Beneficiary: The ultimate consumer of HUD programs and receives benefits from a HUD Recipient or Sub-recipient.

Limited English Proficient Person (LEP): Individuals who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English because of national origin.

Language Assistance Plan (LAP): A written implementation plan that addresses identified needs of the LEP persons served.

Recipient: Any political subdivision of the State of Nebraska, or an eligible nonprofit organization, to whom Federal financial assistance is extended for any program or activity, or who otherwise participates in carrying out such program or activity, including any successor, assign or transferee thereof, but such term does not include any Beneficiary under any such program.

EXHIBIT O-1

Sub-recipient: Any public or private agency, institution, organization, or other entity to whom Federal financial assistance is extended, through another Recipient, for any program or activity, or who otherwise participates in carrying out such program or activity but such term does not include any Beneficiary under any such program.

Vital Document: Any document that is critical for ensuring meaningful access to the Recipient's major activities and programs by Beneficiaries generally and LEP persons specifically.

D. FRAMEWORK & METHODOLOGY

This Four Factor Analysis is the first step in providing meaningful access to federally funded programs for LEP persons. The Four Factor Analysis completed by the City addresses the following:

1. The number or proportion of LEP persons eligible to be serviced or likely to be encountered by the City of Seward;
2. The frequency with which LEP persons using a particular language come in contact with the City of Seward;
3. The nature and importance of the City of Seward program or activity provided to the individual's life; and
4. The resources available to City of Seward, and costs associated with providing LEP services.

E. FOUR FACTOR ANALYSIS

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by the City of Seward, Nebraska.

The population age five years and older that speaks a language other than English in the home is estimated at 1.76% (117) of the population of the City according to the 2014 American Community Survey (ACS). Of the 117 people, 53 individuals speak Spanish of which 8 speak English less than very well and 8 individuals that speak French report being able to speak English less than very well. There are 6 people who speak Polish but speak English less than very well; while 21 individuals who speak Chinese report speaking English less than very well.

2. The frequency with which LEP persons using a particular language come in contact with the City of Seward, Nebraska.

Due to population percentage and potential frequency of contact, no persons are identified in this plan as an "LEP Group" or as "LEP Individuals." The City of Seward estimates that it encounters very few people who do not speak English on a daily basis.

3. The nature and importance of the City of Seward, Nebraska program or activity provided to the individual's life.

The program under review is the Downtown Revitalization CDBG program, which will be utilized to address blighted and substandard conditions in the central business district.

4. The resources available to the City of Seward, Nebraska, and costs associated with providing LEP services.

There is currently one Spanish speaking City of Seward staff, who works in city offices and is available to assist those Spanish speaking individuals who need interpreter services.

As a result of the Four Factor Analysis, the City of Seward, Nebraska has determined a Language Assistance Plan is needed: ☐ YES ☒ NO

This plan was approved by the City Council of the City of Seward, Nebraska _____, 2016.

Mayor

Attest: _____
Clerk

F. LANGUAGE ASSISTANCE PLAN

As a result of the preceding Four Factor Analysis, the City of Seward has developed a Language Assistance Plan. The Language Assistance Plan addresses the identified needs of the LEP persons the City of Seward serves, and the process by which the City of Seward will monitor and update the LAP.

The City of Seward understands that the actions the City of Seward is expected to take to meet its LEP obligations depend upon the results of the Four Factor Analysis including the services the City of Seward offers, the City of Seward's service area, the resources the City of Seward possesses, and the costs of various language service options. However, the City of Seward is to take reasonable steps to ensure meaningful access to LEP persons. The meaningful access is based upon a reasonableness standard that is both flexible and fact-dependent.

1. The procedures the City of Seward will use to identify LEP persons with whom the City of Seward has contact, the size of LEP populations, and the languages of LEP populations.

The City of Seward will appoint an LEP Administrator who will be responsible for gathering and tracking the number of and purpose of contact, of LEP persons who approach city personnel for information, assistance, requests, complaints, etc. In addition, the City will use data from the U.S. Bureau of the Census most recent American Community Survey to identify the size and language(s) of LEP populations.

If an LEP population speaking a single language other than English exceeds 20%, that population shall be identified as an "LEP Group." LEP populations speaking a single language other than English totaling less than 20% shall be identified as "LEP Individuals."

The population age five years and older that speaks a language other than English in the home is estimated at 1.76% (117) of the population of the City according to the 2014 American Community Survey (ACS). Of the 117 people, 53 individuals speak Spanish of which 8 speak English less than very well and 8 individuals that speak French report being able to speak English less than very well. There are 6 people who speak Polish but speak English less than very well; while 21 individuals who speak Chinese report speaking English less than very well.

2. Points and types of contact the City of Seward may have with LEP persons.

The city has many varied points and types of contact with LEP persons. Several of the primary ones include: utilities services for starting and ending service and for billing; emergency services for police, fire, medical; and library for materials, computer and internet access, and community programs.

3. Ways in which language assistance will be provided by the City of Seward, and the plan for outreach to LEP populations.

For those individuals who are Spanish speakers - There is currently one Spanish speaking City of Seward staff, who works in city offices and is available to assist those Spanish speaking individuals who need interpreter services.

Most programs and activities offered by the city are available to Spanish speakers through interpretation (verbal translation) by city staff. These are provided at the expense of the City of Seward.

Programs and activities that provide written materials may have the materials translated by city staff, upon request. Many programs are directed to contact Blue River Community Action/Family Center for outreach to the Spanish-speaking population.

For all other LEP Individuals - Programs and Activities may be provided upon request in the LEP Individual's primary language through verbal or printed translation, or both. These may be provided through volunteers or at the expense of the participant.

The City doesn't necessarily provide additional outreach to LEP groups or individuals above that which it extends to the majority population of English speakers. However, most published information will state that accommodation can be made for those requiring interpretation services.

4. The City of Seward's plan for training staff members on LEP guidance and the LAP, including specific provisions for training staff that are responsible for monitoring Recipients of HUD funding.

The LEP Administrator, which at the present time is the City Administrator, is responsible for training staff members and providing them information included within this plan. Training shall occur upon adoption of this plan by the City Council with current city staff, and shall occur upon new hire of future city staff.

The LEP Administrator will work with and train staff and outside consultants who are responsible for monitoring Recipients of HUD funding. Training shall occur upon award/contract of HUD funding and throughout the contract award period, as necessary.

5. A list of Vital Documents to be translated, the languages into which they will be translated and the timetable for translations.

Presently the City of Seward has no Vital Documents that have been translated.

It is recommended that within one year, the City of Seward would have a policy for the following vital documents to be translated. These documents would be translated into identified languages and made available on the City of Seward website:

City Ordinances/City Codes
City Zoning Regulations
Emergency-related information such as warning sirens and 911 services
Legal Notices
City Council meeting agendas and minutes

6. The City of Seward's plan for translating informational materials that detail services and activities provided to Beneficiaries and The City of Seward's plan for providing appropriately translated notices to LEP persons.

As noted above, the City approves translation of informational materials upon request of a city department, an outside entity that provides services or activities on behalf of or in conjunction with the City of Seward, and a city resident which includes public, legal, and other posted notices. Many programs are directed to contact Blue River Community Action/Family Center for outreach to the Spanish-speaking population.

7. The City of Seward's plan for providing interpreters for large, medium, small and one-on-one meetings.

For projects using FHWA and NDOR funds the City will have a translator present at meetings who would be available if/when someone would come in with questions or concerns about the projects. If any city meeting is planned where Spanish speakers are anticipated to attend, a Spanish speaking city staff person is scheduled to attend. If a meeting is planned that wouldn't anticipate any need for interpretation, then a Spanish speaking interpreter is available upon request.

8. The City of Seward's plan for developing community resources, partnerships, and other relationships to help with the provision of language services.

The city has several community resources and partnerships in place to help with the provision of language services. These include: Blue River Community Action/Family Center which provides a variety of community services and programs and serves as a resource center for the Spanish speaking population in Seward.

9. The City of Seward's plan for monitoring and updating the LAP.

The City of Seward's LEP Administrator will be responsible for monitoring and updating the LAP. It is recommended that the LAP be reviewed at a minimum annually and updated as needed.

AVAILABLE LEP RESOURCES

HUD Frequently Asked Questions on the Final LEP Guidance:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/promotingfh/lep-faq

HUD's LEP Website:

<http://www.hud.gov/offices/fheo/lep.xml>

Federal LEP Website:

<http://www.lep.gov/>

LEP and Title VI Videos:

<http://www.lep.gov/video/video.html>

"I Speak" Card:

<http://www.lep.gov/ISpeakCards2004.pdf>

COMPLAINTS

If you believe that you have been denied the benefits of this Language Assistance Plan, you may file a written complaint by mail to:

**City of Seward
Attn: LEP Administrator
537 Main Street
Seward, NE 68434**

Any person that feels that the Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000(d) and Executive Order 13166 regulations were not complied with may file a complaint directly to the Assistant Secretary for Fair Housing and Equal Opportunity at the following address (or as otherwise directed by HUD):

Betty J. Bottiger
Director, Region VII Office of Fair Housing and Equal Opportunity
U. S. Department of Housing and Urban Development
400 State Avenue
Kansas City, Kansas 66101-2406
Betty.Bottiger@hud.gov

**RESOLUTION AUTHORIZING CHIEF ELECTED OFFICIAL TO SIGN
AN APPLICATION FOR CDBG FUNDS**

Resolution # _____

Whereas, the City of Seward, Nebraska, is an eligible unit of a general local government authorized to file an application under the Housing and Community Development Act of 1974 as Amended for Small Cities Community Development Block Grant Program, and,

Whereas, the City of Seward, Nebraska, has obtained its citizens' comments on community development and housing needs; and has conducted public hearing(s) upon the proposed application and received favorable public comment respecting the application which for an amount of \$37,500 for Phase 1 Pre-Development of a "Downtown Revitalization" program; and,

NOW, THEREFORE, BE IT RESOLVED BY

City Council of Seward, Nebraska, that the Mayor be authorized and directed to proceed with the formulation of any and all contracts, documents or other memoranda between the City of Seward and the Nebraska Department of Economic Development so as to effect acceptance of the grant application.

Signed

Josh Eickmeier, Mayor

Title

May 17, 2016

Date

Bonnie Otte, City Clerk

(SEAL)

EXHIBIT B

City of Seward, NE

Tuesday, May 17, 2016

Regular Session

Item G4

PUBLIC HEARING - 7:00 -P.M. - TAX INCREMENT FINANCING APPLICATION - BRADFORD CENTER - Alyssa Hendrix & Andrew Willis, Cline Williams Wright, Johnson & Oldfather, L.L.P.

Presentation and Review of TIF Application

Presentation and Review of Cost-Benefit Analysis

Presentation and Review of Amendment to Redevelopment Plan

Presentation and Review of Redevelopment Agreement

Consideration of a Resolution approving the Redevelopment Plan Amendment

*Consideration of a Resolution Approving the Redevelopment Agreement and the Issuance of TIF
Indebtedness for the Redevelopment Project*

Administrative Report: The Planning Commission reviewed the TIF application during a public hearing on May 9, 2016 and unanimously approved the application. The Community Redevelopment Authority met on May 4, 2016 and unanimously approved the project, plan amendment and plan agreement.

Following the public hearing, review and discussion, motions to approve the plan amendment, agreement and resolutions would be in order.

Staff Contact:

NOTICE OF PUBLIC HEARINGS

Public notice is hereby given by the Planning Commission of the City of Seward, Nebraska, that a public hearing will be held at 7:30 p.m. on May 9, 2016, at the Seward Municipal Building, 142 North 7th Street, Seward, Nebraska.

Public notice is hereby also given by the Mayor and City Council of the City of Seward, Nebraska, that a public hearing will be held at 7:00 p.m. on May 17, 2016, at the Seward Municipal Building, 142 North 7th Street, Seward, Nebraska.

The purpose of both hearings is to obtain public comment prior to the review and consideration of a proposed amendment to the redevelopment plan for the City of Seward, including a specific redevelopment project.

The property which is the subject of this notice and of the public hearing is the property generally located on the corner of North 5th and Bradford Streets, and is legally described as follows:

Lots 5-6, Block 42, Seward Cloyd's Addition, City of Seward,
Seward County, Nebraska.

All interested parties shall be afforded at each public hearing a reasonable opportunity to express their views regarding the proposed redevelopment plan amendment.

/s/Bonnie Otte, City Clerk

Please publish one time:
April 29, 2016
One Proof of Publication

Tax-Increment Financing Application

CITY OF SEWARD, NEBRASKA
COMMUNITY REDEVELOPMENT AUTHORITY (CRA)
537 MAIN STREET – P.O. BOX 38 – SEWARD, NE 68434-0038
(Return to City Administrator's Office)

PROJECT SCOPE: (PLEASE PRINT OR TYPE ALL INFORMATION)

1. Applicant Information

KACH 510
Business Name
Alyssa Hendrix
Contact Person for Applicant
510 Bradford, Seward
Street Address
1391 N 6th St, Seward
Mailing Address
402-641-3790
Telephone
402-641-9479
Fax
Kachinvestments@gmail.com
Email
Nebraska - KACH 510, LLC.
Business Structure: (e.g. corporation, limited liability company, etc.; also identify the state of organization):
Carey & Alyssa Hendrix
Owners

402-641-1535 (Carey)
Alternate Telephone

2. Project Description

- What type of business does this project involve (i.e. industrial, commercial, residential, etc.)
 - 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.:
 - 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.:
 - 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.:
 - What is the estimated number of new jobs this project will create?
 - What is the pay scale and benefits package for these positions?
- 3. Proposed Project Site:**
Please provide the address, legal description, current owner. If the current owner is not the applicant, identify whether the project site is under contract, option, etc.:
- 4. Physical Description of the Proposed Project:**
Building square footage, size of property, description of building materials, etc. (Attach site plan, if available)
- 5. Land Use:**
- If property is to be subdivided, show division planned (attach copy of the plat):
 - Current Zoning of the property:
 - Is the proposed project a permitted use on the property? What permits would be required?
 - Please describe any other relevant information relating to zoning, permitting, or similar land use issues:

6. Estimated Project Costs:

- a. Land Acquisition, if applicable: \$ _____
- b. Site Development (itemize):
- i. Demolition: \$ _____
 - ii. Grading: \$ _____
 - iii. Site Preparation \$ _____
 - iv. Other (explain): \$ _____
- c. Building Construction Cost: \$ See attached bids
- d. Other Site Improvements (explain) \$ _____
- e. Equipment: \$ _____
- f. Architectural and Engineering Fees: \$ _____
- g. Legal Fees: \$ _____
- h. Financing Costs: \$ _____
- i. Broker Costs, if any: \$ _____
- j. Contingencies: \$ _____
- k. Other (explain): \$ _____
- Total:** \$ 134,000⁰⁰

7. Please attach the following documentation:

- a. Construction Pro Forma.
- b. Annual Income and Expense Pro Forma (with appropriate schedules).
- c. Applicant's Corporate/Business Annual Financial Statements for the last three years.
- d. Business Plan for the proposed project.

8. Estimated Tax Increment:

- a. Total estimated assessed valuation of Real Property at completion (please also describe how you arrived at this value; e.g., discussions with County Assessor, based on previous construction projects, etc.):
- b. Latest property valuation before construction (from Property Tax Statement):
- c. Estimated increase in real estate valuation:
- d. Estimated new real estate tax generated annually:

9. Proposed Source of Financing:

- a. Equity
- b. Bank loan (please provide conditional approval or commitment letters, if applicable):
- c. Tax Increment Financing:
- d. Other (please describe):

10. Name and address of architect, engineer, and general contractor:**11. Project construction schedule:**

- a. Construction start date: ASAP
 - b. Construction completion date: 6/1/16
 - c. If project is phased:
- Year ____ / ____ % Complete
- Year ____ / ____ % Complete

- 12. 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:

13. Amount of TIF request:

\$134,000.00

(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. However, as a general estimate for this application, request no more than ten (10) times the amount identified in section 8(d) of this application.

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

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

14. 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):

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

"Applicant"

By: KACH 510, LLC.
Name: Alyssa Hendrix
Title: owner / president

Project Proposal

Prepared for: Tax Increment Financing Application City of Seward

Project Proposal Location: 510 Bradford Street

Prepared by: KACH 510, LLC.

139 N 6th Street, Seward, NE 68434

Alyssa Hendrix, Owner

402-641-3798

TAX INCREMENT FINANCING, CITY OF SEWARD

Project Description

KACH 510, LLC., is a property investment company who owns the Bradford Center located at 510 Bradford Street in Seward. The Bradford Center is currently vacant and needs improvements to attract new business to reside in Seward.

Job Creation

The Bradford Center is a 7,200 sqft facility build out for three separate businesses. Depending on the business who resides in this facility will determine the job creations.

Pay Scale

Depending on the business or business that will reside in the Bradford center will be determined by the type of business but will be required by the State of Nebraska to meet the minimum requirements of \$9.00/hr.

Proposed Project Site

The projects legal property description; SEWARD CLOYD'S ADDITION BLOCK 42 LOTS 5-6. Located on the north side of Bradford Street between 5th & 6th Street.

Land Use

The property is zoned CBD-Commercial Business District. The Bradford Center is located in the declared blighted and substandard by the City of Seward.

The following permits will need to be obtained;

- Building permit
 - Electrical permit
-

Project Estimated Costs

Site Development Description	Cost
Butzke Construction - Fascia removal and replacement	\$ 54,126.00
Binswanger Glass - New store front 2glass door entry/rear	\$ 22,549.00
Cuttin' it Close - Landscaping	\$ 15,111.00
Thomas Morse Electric	\$ 28,550.00
Total	\$ 120,336.00

Architectural and Engineering Fees	Cost
Architectural and Engineering Fees	\$ 15,000.00
Total	\$ 15,000.00

Grand Estimated Total	
	\$ 135,336.00

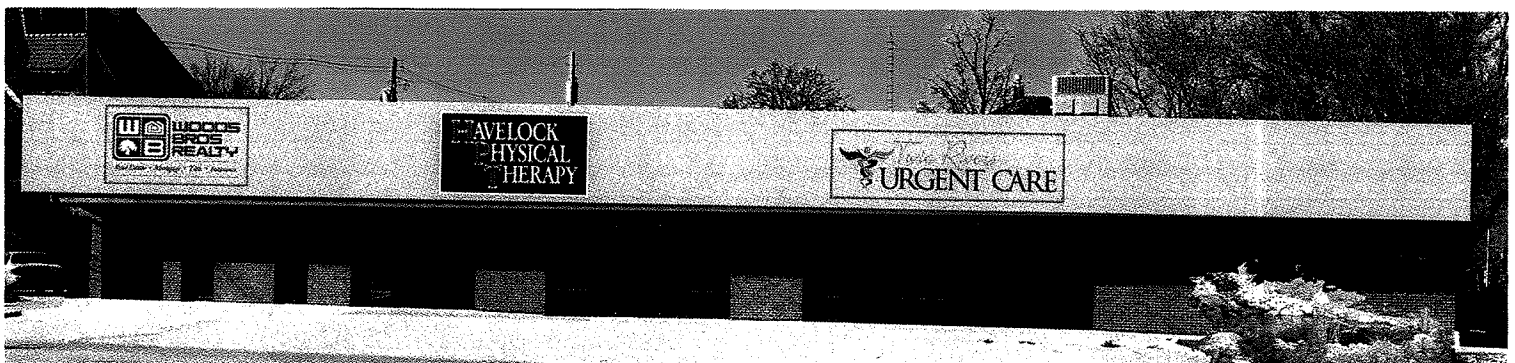
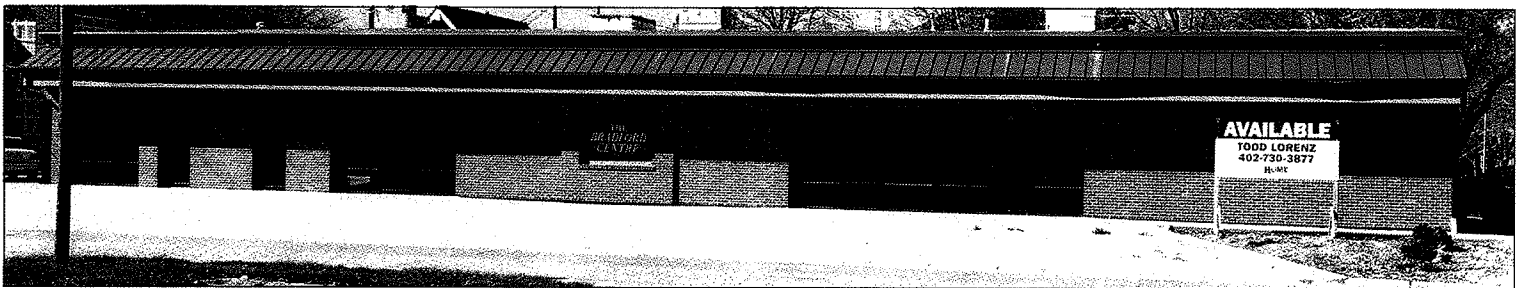
Construction Pro Forma	Cost
Butzke Construction - Fascia removal and replacement	\$ 54,126.00
Binswanger Glass - New store front 2glass door entry/rear	\$ 22,549.00
Thomas Morse Electric	\$ 28,550.00
Total	\$ 105,225.00

Over the past ten years KACH Investments has been involved in three commercial and five residential investments. KACH Investments has structured and protected its investments by individually separating its entities. KACH 510 was established in 2015 by the purchase of the Bradford Center.

The owners of KACH Investments are Carey and Alyssa Hendrix of Seward. Their other commercial projects consist of 139 N 6th (location of Awe Salon and Fastenal) and 133 N 6th (location of Jazzersize). KACH Investments is invested in the community of Seward.

The Bradford Center in 2014 was valued at \$424,000 with 83% occupancy. The Bradford Center was purchased in 2015 by KACH. With its occupancy at 100% vacant the property value decreased to \$290,000.00. In 2016 the projections of 100% occupancy to assessed value is calculated to \$560,000.00.

KACH 510 is seeking \$135,000.00 for fifteen years.



Page 52 / 177

BINSWANGER GLASS #579
2740 NORTH 27TH STREET
LINCOLN, NE 68521

Customer

PH:(402) 467-2596 FAX:(402) 467-2598

Federal Tax ID: 45 2494422

Remit To: PO BOX 95354, GRAPEVINE, TX 76099-9733

P/O#: 579-#1110004
Taken By: RBridger
Installer:

Cust State Tax ID:
Cust Fed Tax ID:
Ship Via:

Invoice: I579022038

SalesRep:

Adv. Code:PR

Bill To: 700636

Sold To: 700636

CAREY-HENDRIX#1110004
139 N. 8TH STREET
SEWARD, NE 68434

JOB: HENDRIX BUILDING
SEWARD, NE 68434

(402) 641-1535 Fax: (402) 643-3313 OTHER: (402) 641-1535

materials, labor, store front-2glass door entry, 2 rear

Bid \$22,549.00

Customer's Signature: _____

Binswanger Glass #579 2740 North 27th Street LINCOLN, NE 68521 PH:(402) 467-2596 FAX:(402) 467-2598

Cuttin It Close Lawncare, LLC
PO BOX 188
SEWARD, NE 68434
(402) 646-5824
cuttinitcloselawncare9990@gmail.com



ESTIMATE

ESTIMATE # 1028
DATE 03/26/2016

ADDRESS
Carey Hendrix
456 South Columbia
Seward, NE 68434

Please detach top portion and return with your payment.

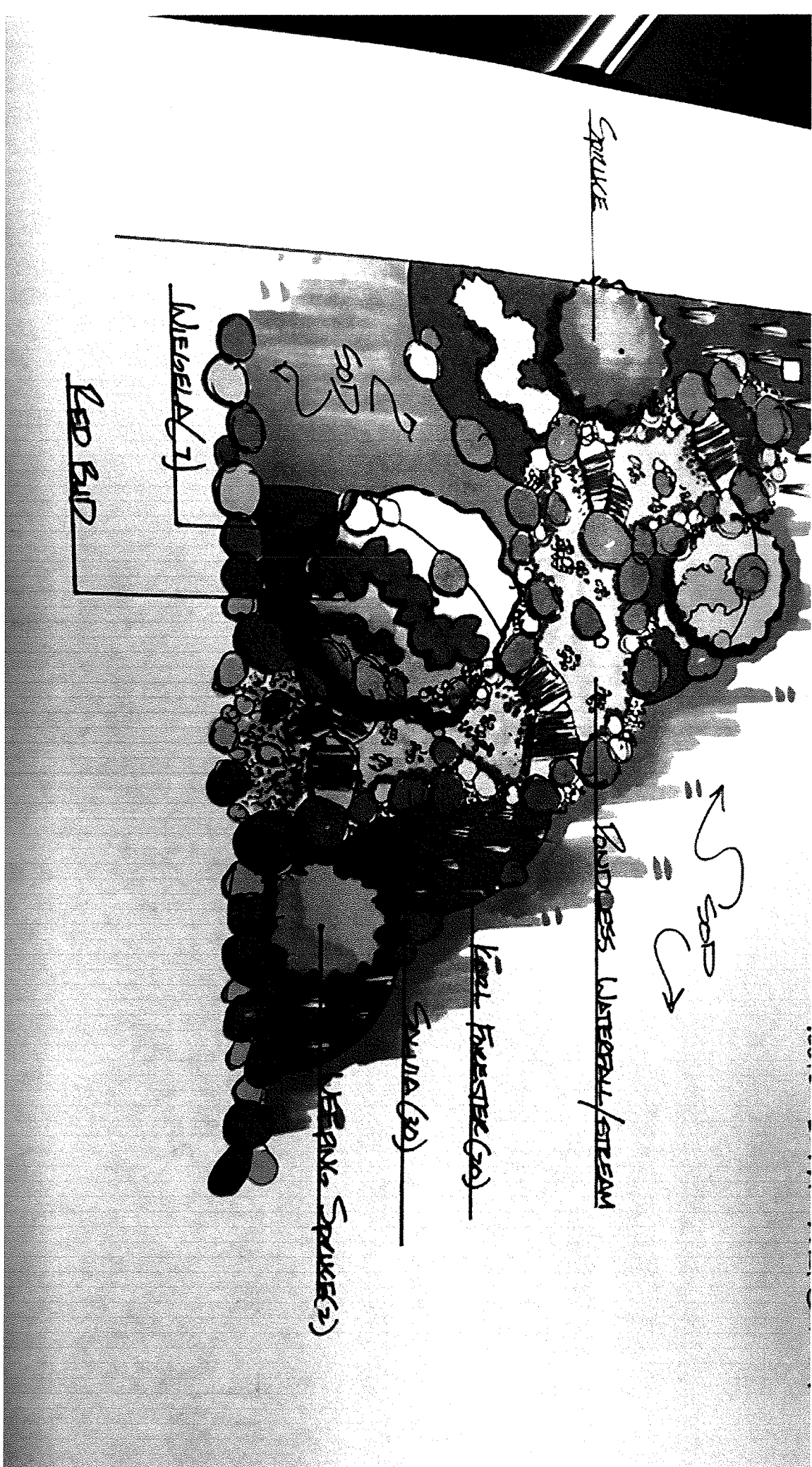
ACTIVITY	QTY	RATE	AMOUNT
Service 10gpm tidal wave pump	1	1,250.00	1,250.00
Service Gabion rock base in	1	800.00	800.00
Service 40mm pond liner 540 sq ft	540	1.90	1,026.00
Service Materials Castle wood for pond less water feature.	1	4,400.00	4,400.00
Labor	36	50.00	1,800.00
Service River Rock	5	125.00	625.00
Service 4 dwarf Colorado blue spruce	4	500.00	2,000.00
Service 40 fountain grasses	40	15.00	600.00
Service 40 Veronica speedwell	40	20.00	800.00
Service 8 Hydrangea	8	45.00	360.00
Labor Plant labor	20	50.00	1,000.00
Service 3 tons of Boulder/ cobblers	3	150.00	450.00

TOTAL

\$15,111.00

Accepted By

Accepted Date



THOMAS MORSE ELECTRIC

648 N 9TH St.
Seward Ne, 68434

March 25, 2016

The following quote for the Bradford Centre is based upon the descriptions of this scope letter.
They are as follows:

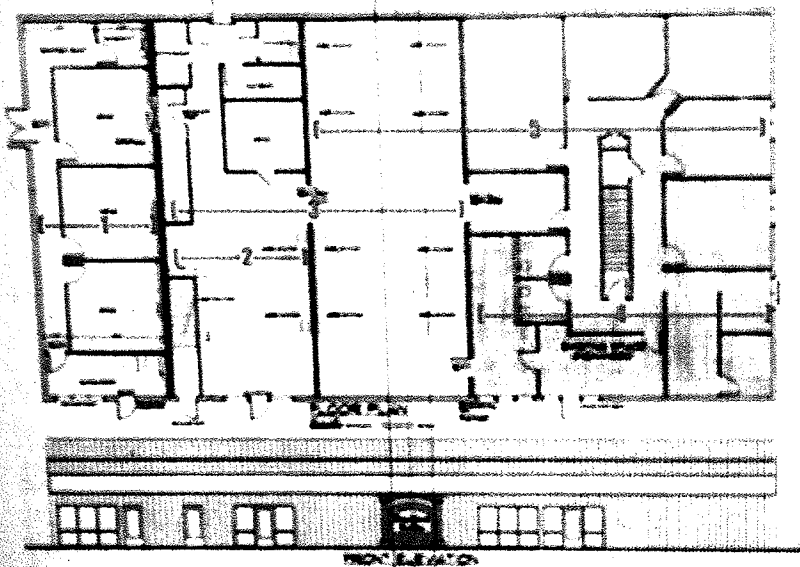
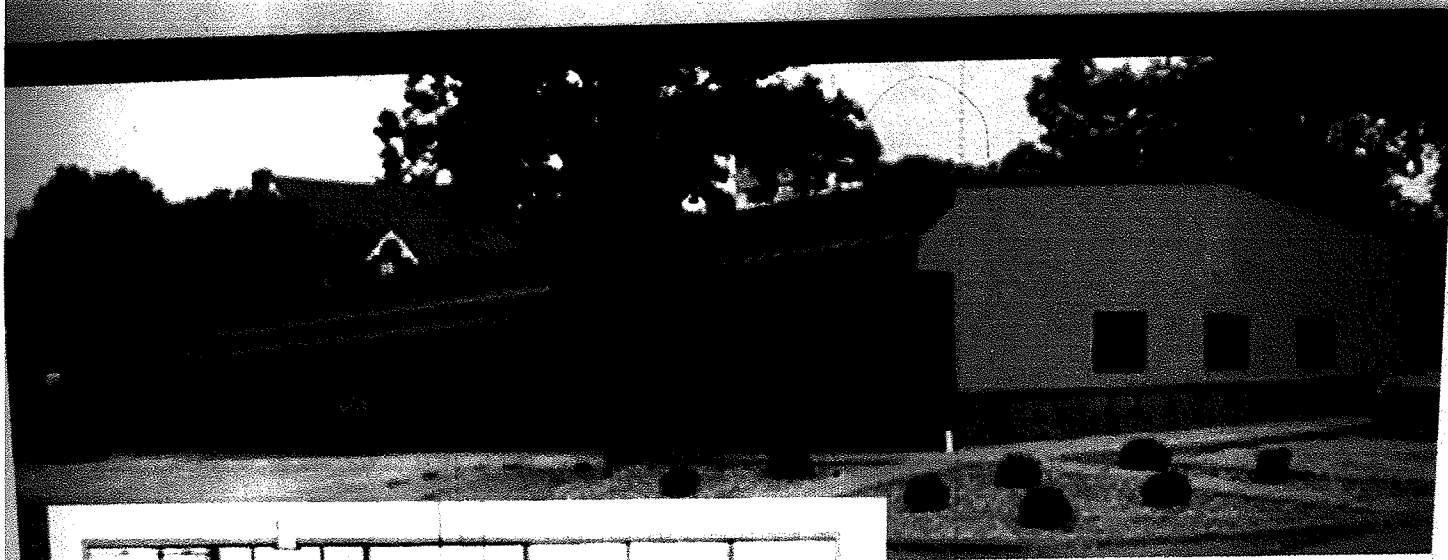
- Provide and install new lay in LED fixtures to replace old T12 fixtures.
- Provide and install new service and panels to separate the electrical into different suites.
- Provide and install needed electrical for outside landscaping.
- Provide and install needed electrical for outside signage.
- Provide and install hardwired smoke detection devices in each of the suites.

70 LED lights.	\$14,000.00
Labor to install LED lights.	\$4,550.00
New service and panels.	\$6,000.00
Outside landscaping.	\$1,000.00
Outside signage.	\$1,000.00
Smoke detection.	\$2,000.00

Total \$28,550

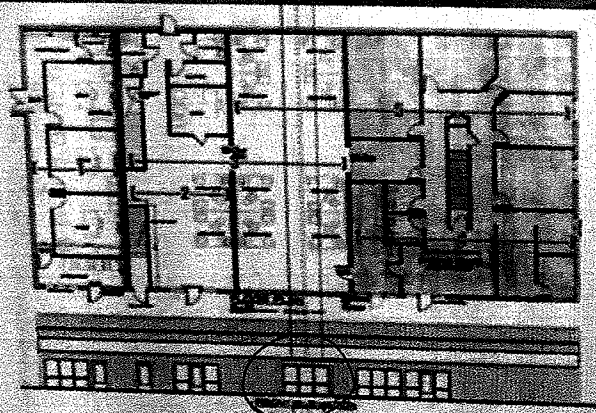
Sincerely,

Thomas A Morse
Thomas Morse Electric
402-641-3461
Tommy2537@hotmail.



2014
Property tax evaluation
\$424,000
83% occupancy

2015
Property tax evaluation
\$290,000
100% vacancy



2016
Projected
Property tax evaluation
\$560,000
100% occupied

COMMUNITY REDEVELOPMENT AUTHORITY
CITY OF SEWARD, NEBRASKA
BRADFORD CENTER REDEVELOPMENT PROJECT
August, 2016

COST-BENEFIT ANALYSIS
(Pursuant to Neb. Rev. Stat. § 18-2113)

The cost-benefit analysis for the above referenced project, as described on the attached Exhibit A, which will utilize funds authorized by Neb. Rev. Stat. §18-2147, can be summarized as follows:

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

a.	Base Project Area Valuation:	\$293,658.00
b.	Projected Minimum Project Assessed Valuation:	\$560,000.00
c.	Projected Incremental Valuation:	\$266,342.00
d.	Estimated Tax Levy:	1.742962
e.	Projected Annual Tax Increment:	\$4,642.00

Note: The Projected Tax shift 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.

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

a. Public service needs impacts:

The Project anticipates expenditures of approximately \$135,000.00 for the Project. It is proposed that approximately \$45,500.00 of these expenditures will be financed with the proceeds of tax increment financing indebtedness, with the remaining balance to be paid by the Redeveloper. The projected sources and uses of the TIF indebtedness, which will be refined in the Redevelopment Agreement for this Project, are set forth in the TIF Sources and Uses chart on the attached Exhibit B. All expenditures financed by tax increment financing Indebtedness shall be eligible public expenditures. It is not anticipated that the Project will have a material adverse impact on existing public infrastructure. The eligible improvements for this Project shall enhance the aesthetics of the Redevelopment Area, revitalize the property to reverse the decrease in valuation; and to encourage new commercial tenants and additional

businesses in the Redevelopment Area, all of which are important public functions to decrease the blighted and substandard conditions.

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

The Project will create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of tax increment financing will defer receipt of a majority of new ad valorem real property taxes generated by the Project, it is intended to create a long term benefit and substantial increase in property taxes to the City and other local taxing jurisdictions. The long-range tax growth on this Site is unlikely without the use of TIF to enhance the building and attract tenants. The new business activity will have a positive impact on tax revenues. The enhancements cannot be completed at an affordable price without TIF, and the Site will not likely be renovated and revitalized without TIF.

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. This Project will ensure the Site maintains economic viability and does not add to the blight and substandard conditions. The ultimate businesses of the tenants are unknown at this time, but this Project will provide the positive effect or additional commercial tenancy options for any business looking for an available site to relocate.

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 not have a material impact on private sector businesses in and around the area outside the boundaries of the redevelopment project. The Project is not anticipated to impose a burden or have a negative impact on other local area employers. While the precise scope of the businesses that will ultimately occupy the Site is not yet certain, the Project will provide additional space for commercial tenants in Seward, which will allow for further growth of the community. There should be no material and unreasonable impact on other businesses.

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

All of the façade and landscaping enhancements are not required improvements, but are costs that exceed City code and permitting compliance. The façade improvements will include several features that will heighten the aesthetics of the area, and the landscaping will include a pond and waterfall feature that will be a positive enhancement of the Redevelopment Area. There are no other material impacts determined by the agency relevant to the consideration of the cost of benefits arising from the Project.

6. Cost Benefit Analysis Conclusion:

Based upon the findings presented in this cost benefit analysis, the benefits outweigh the costs of the proposed Project.

Approved by the Community Redevelopment Authority, City of Seward this ____ day of May, 2016.

Michael Hecker, Chairman

Bonnie Otte, Secretary

EXHIBIT A

PROJECT INFORMATION

The Project will consist of the renovation and exterior enhancements including, without limitation, façade and landscaping upgrades to the Bradford Center property located on the real property legally described as:

Lots 5-6, Block 42, Seward Cloyd's Addition, Seward, Seward County, Nebraska.

Exhibit A

EXHIBIT B

PROJECTED TIF SOURCES AND USES

1. TIF SOURCES

Assumptions:

Tax Levy	1.742962
Interest Rate	5.50%
Number of years	15

Property Value Assumptions:

	Assessed Value	Estimated Taxes
Pre-Project	\$293,658	\$5,118
Completed Project	\$560,000	\$9,761
Difference	\$266,342	\$4,643

TIF Calculations:

Annual TIF Amount	\$4,643
Loan Amount	\$47,000
less 3% Admin Fee	(\$1,410)
Total TIF Available	\$45,590

2. TIF USES

Cost of Issuance	TBD
Façade	\$54,126
Façade (store front glass door)	\$22,500
Landscaping	\$16,000
Total	\$92,675

4825-9581-0096, v. 1

Exhibit B

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

(BRADFORD CENTER REDEVELOPMENT PROJECT)

The City of Seward, Nebraska ("City") has undertaken a plan of redevelopment within the community pursuant to the adoption of the Redevelopment Plan for a certain redevelopment area in the City of Seward, as amended (the "Redevelopment Plan"). The Redevelopment Plan was approved by the City Council of the City as of November 15, 2011. The Redevelopment Plan serves as a guide for the implementation of redevelopment activities within certain areas of the City, as set forth in the Redevelopment Plan.

Pursuant to the Nebraska Community Development Law codified at Neb. Rev. Stat. §§ 18-2101 through 18-2154 (the "Act"), the City created the Community Redevelopment Authority of the City of Seward ("CRA"), which has administered the Redevelopment Plan for the City.

The purpose of this Plan Amendment is to identify specific property within the redevelopment area that is in need of redevelopment to cause the removal of blight and substandard conditions identified as the site located in the in the City of Seward, Nebraska, and legally described on the attached and incorporated Exhibit "A" (the "Site").

Description of the Project

The project under consideration will consist of the renovation, rehabilitation, and exterior enhancements of the Bradford Center commercial building on the Site and associated improvements on the Site (the "Project").

Project

The Site is in need of redevelopment. The CRA has considered whether redevelopment of the 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 Site will promote the health, safety, morals, order, convenience, prosperity, and the general welfare of the community including, among other things, the promotion of safety from fire, the promotion of the healthful and convenient distribution of population, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary and unsafe dwelling accommodations or conditions of blight. The blighted condition of the Site and the Redevelopment Area has contributed to its inability to attract businesses and/or development. In order to support private development, the Site and the Redevelopment Area are in need of renovation and development.

The Bradford Center building on the Site was built in 1974 and is in need of upgrades and improvements. The building is currently 100% vacant and is in

need of improvements to attract tenants. The condition of the building and the lack of tenants has caused the valuation of the Site to decrease by 31% in the previous year. Redeveloper intends to make substantial investments to reverse the valuation decline and vacancy issues. A substantial portion of the Project will consist of aesthetic enhancements to the building and the Site that will improve the quality of the Site and decrease blighted and substandard conditions in the Redevelopment Area, and such improvements would not be made without the assistance of tax increment financing. The Project is intended to reverse the drastic decline in valuation and to avoid further deterioration of the Site and the Redevelopment Area. The façade improvements, upgrades, landscaping and other aspects of the Project are eligible expenditures under the Act. The project is anticipated to eliminate the current blight and substandard conditions of the Site and will further the purposes of the Act in conformity with the Redevelopment Plan.

KACH 510, LLC has submitted a proposal for the redevelopment of the Site to include the façade and landscaping enhancements and improvements, and associated improvements. As part of the Project, the CRA shall capture available tax increment from the Site to assist in payment for the public improvements listed as eligible expenditures under the Act in the Redevelopment Area.

As described above, the project envisions the capture of the incremental taxes created by the Project on the Site to pay for those eligible expenditures as set forth in the Act. Attached as Exhibit "B" and incorporated herein by this reference is a consideration of the statutory elements under the Nebraska Community Development Law.

Approved by the Community Redevelopment Authority, City of Seward, on this ____ day of May, 2016.

Michael Hecker, Chairman

Bonnie Otte, Secretary

EXHIBIT “A”
Legal Description of the Site

The property is located on the corner of 5th and Bradford Streets. The property is legally described as follows:

Lots 5-6, Block 42, Seward Cloyd’s Addition, Seward, Seward County, Nebraska.

EXHIBIT “B”
Statutory Elements

A. Property Acquisition, Demolition and Disposal

No public acquisition of private property, relocation of families or businesses, or the sale of property is necessary to accomplish the Project. Redeveloper is the owner of the Site.

B. Population Density

The proposed development at the Site is the renovation and rehabilitation of a currently vacant commercial business center, which will not significantly affect population density in the project area.

C. Land Coverage

The Project will consist of the renovation and upgrades to the currently existing building on the project Site. The footprint of the building will not change. The Project will meet the applicable land-coverage ratios and zoning requirements as required by the City of Seward.

D. Traffic Flow, Street Layouts, and Street Grades

No adverse impacts are anticipated with respect to traffic flow, street layouts, and street grades. The Project is intended to attract up to three (3) businesses as tenants at the project Site. The Site was previously designed for such uses and, without additional information about the ultimate tenants, the infrastructure is anticipated to be sufficient for the intended uses.

E. Parking

The Project will meet or exceed the parking requirements set forth in the applicable zoning district.

F. Zoning, Building Code, and Ordinances

The Site is located in a CBD - Commercial Business District zone and the Project is a permitted use in said zoning district. No additional zoning, building code, or ordinance changes will be necessary for the Project.

REDEVELOPMENT AGREEMENT
(Bradford Center Redevelopment Project)

This Redevelopment Agreement is made and entered into as of the ____ day of May, 2016, by and between the Community Redevelopment Authority of the City of Seward, Nebraska (“CRA”) and KACH 510, LLC, a Nebraska limited liability company (the “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 Article VIII, Section 12 of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 to 18-2154, as amended (collectively the “Act”), has adopted a Redevelopment Plan for a blighted and substandard area designated by the City, including the Redevelopment Area.
- C. Redeveloper owns the Project Site which is located in the Redevelopment Area.
- D. Redeveloper submitted a redevelopment project proposal to redevelop the Project Site.
- E. The CRA has approved the 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.
- F. CRA and Redeveloper desire to enter into this Redevelopment Agreement for 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 18-2154, as amended, and acts amendatory thereof and supplemental thereto.

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

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

D. “Eligible Project Costs” means only costs or expenses incurred by Redeveloper for Public Improvements that are eligible for reimbursement under the Act.

E. “Project” or “Redevelopment Project” means the improvements to the Project Site and adjacent thereto, including the Private Improvements and Public Improvements defined herein and described on Exhibit “A” attached and incorporated by this reference.

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

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

H. “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.

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

J. “Redeveloper” means KACH 510, LLC, a Nebraska limited liability company.

K. “Redevelopment Area” means the Redevelopment Area #1 that is set forth in the Redevelopment Plan.

L. “Redevelopment Plan” means the Redevelopment Plan for the Redevelopment Area by the CRA and approved by the City pursuant to the Act, as amended from time to time.

M. “TIF Indebtedness” means 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 TIF Revenues.

N. “TIF Revenues” or “Tax Increment” means incremental ad valorem taxes generated by the Project which are allocated to and paid to the CRA pursuant to the Act.

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 Redevelopment 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.

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 has the power to enter into this Redevelopment Agreement and perform all obligations contained herein.

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

property or assets of Redeveloper contrary to the terms of any instrument or agreement.

(c) There is no litigation pending or to the best of its knowledge threatened against Redeveloper affecting its ability to carry out the acquisition, construction, equipping and furnishing of the Project or the carrying into effect of this Redevelopment Agreement or, except as disclosed in writing to the CRA, as to any other matter materially affecting the ability of Redeveloper to perform its obligations hereunder.

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

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 Agreement, commencing for the tax year of 2017 and continuing thereafter, the CRA shall capture the Tax Increment, as defined below, from the Private Improvements pursuant to the Nebraska Community Development Law. The CRA shall capture the Tax Increment generated by the Project Site for a total period of not to exceed fifteen (15) years after the Private Improvements have been included in the assessed valuation of the Redevelopment Site and is generating the Tax Increment subject to capture by the CRA. The effective date of this provision shall be January 1, 2017 (the "Effective Date"). The CRA shall file with the Seward County Assessor the "Notice to Divide Taxes" on or prior to August 1, 2017.

Section 3.02 Tax Increment.

The term Tax Increment shall mean, in accordance with Neb. Rev. Stat. § 18-2147 of the Nebraska Community Development Law, 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 Redevelopment 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 Redevelopment Site after completion of construction of the Private Improvements as part of the Project. For this Redevelopment Project, the Tax Increment is anticipated to be the difference between the taxes payable for 2017 (after construction completion) and the taxes payable for 2016 (before completion of construction).

Section 3.03 Issuance of TIF Indebtedness.

(a) On or after thirty (30) days following the approval and execution of this Agreement, the CRA shall incur or issue Redeveloper TIF Indebtedness in the estimated amount of Forty Seven Thousand and No/100 Dollars (\$47,000.00), as calculated on the attached and incorporated Exhibit "B", to be purchased by the Redeveloper or a lender of the Redeveloper. The Redeveloper TIF Indebtedness, which shall be in the form of a TIF Promissory Note, shall not be a general obligation of the CRA or City which shall issue such Note solely as a conduit. The Redeveloper shall locate a lender or other entity to acquire and fund the acquisition of the TIF Note for this Redeveloper TIF Indebtedness. The Redeveloper Indebtedness shall be secured by a pledge or assignment of the Tax Increment or otherwise secured by the Redeveloper as required by the lender.

(b) The parties acknowledge that there are additional eligible public improvements within the Redevelopment Area that would benefit the Project and the City including, but not limited to, additional street and infrastructure improvements, utility improvements, public space enhancements, public facility improvements, landscaping, and the removal of blighted and substandard conditions, that are being included in the Project as CRA Improvements. If the Redeveloper TIF Indebtedness is fully repaid prior to the end of the fifteen (15) year tax increment capture period, the CRA shall have the right to incur or issue CRA TIF Indebtedness in an amount reasonably determined by the CRA to be used for the construction and completion of the CRA Improvements. The CRA TIF Indebtedness may be issued in the form of a CRA TIF promissory note, loan, advance of money, or any form of indebtedness incurred by the CRA, and the CRA shall capture any remaining TIF Revenues to pay the CRA TIF Indebtedness in the Redevelopment Area. The CRA TIF Indebtedness shall in no case be a general obligation of the CRA or City.

Section 3.04 Use of TIF Indebtedness.

(a) CRA will collect the Tax Increment and use said Tax Increment to pay debt service on the TIF Indebtedness incurred as provided in Section 3.03 of this Redevelopment Agreement. Notwithstanding the foregoing, the amount of the Redeveloper 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 4.02. In addition, the CRA shall retain an amount sufficient to pay its reasonable and necessary cost of issuance, including attorney fees, and a CRA administration fee in the amount of three percent (3%)

of the Redeveloper TIF Indebtedness. The Tax Increment, less the CRA's costs set forth above, shall be paid pursuant to the terms and schedules of any TIF Promissory Note or TIF resolution issued by the CRA relating to this Project.

(b) Upon the repayment in full of the Redeveloper TIF Indebtedness, the CRA shall retain the Tax Increment to pay the CRA TIF Indebtedness, if the CRA issues or incurs any CRA TIF Indebtedness pursuant to Section 3.03(b).

Section 3.05 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: (1) pay TIF Indebtedness issued pursuant to Section 3.03 above; and (2) hold any TIF Revenues until such time as the CRA commences the public improvements and incurs the CRA TIF Indebtedness described in Section 3.03(b).

Section 3.06 Projected TIF Sources and Uses.

In addition to the Redeveloper 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 Construction of Project; Insurance.

(a) Redeveloper will complete the Public Improvements and the Private Improvements as described on Exhibit "A" and install all equipment necessary to operate the Public Improvements and the Private Improvements no later than December 31, 2016. 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 from Redeveloper's engineer or architect, or owner's representative. 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. Redeveloper shall be named as an additional insured. 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.

(c) Redeveloper shall have no obligation to construct or complete any CRA improvements that will be constructed with the CRA TIF Indebtedness.

Section 4.02 Cost Certification.

Redeveloper shall submit to CRA a certification of Eligible Project Costs, 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 Agreement shall be made in its sole discretion and shall be conclusive and binding on Redeveloper.

Section 4.03 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 4.04 Pay Real Estate Taxes.

(a) Redeveloper intends to create a taxable real property valuation of the Project and Project Site of not less than Five Hundred Sixty Thousand and No/100 Dollars (\$560,000.00) (the "Minimum Project Valuation") no later than as of January 1, 2017. During the period of this Agreement, Redeveloper, its successors and assigns, will: (1) not protest a real estate property valuation of the Project and Project Site to a sum less than or equal to 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) If, during the period of this Agreement, the Project Site is assessed at less than the Minimum Project Valuation, Redeveloper shall either: (1) successfully protest the valuation of the Project Site upwards such that the valuation is equal to or greater than the Minimum Project Valuation; or (2) make a payment in lieu of taxes in the amount the anticipated Tax Increment, as defined in Exhibit "B", exceeds the actual Tax Increment.

Section 4.05 No Assignment or Conveyance.

Redeveloper shall not convey, assign or transfer the Project Site or any interest therein prior to the termination of the 15 year period commencing on the Effective Date specified in Section 3.01 hereof 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:

(a) any conveyance as security for indebtedness (i) previously incurred by Redeveloper or incurred by Redeveloper after the effective date for Project costs or any subsequent physical improvements to the premises with the outstanding principal amount of all such indebtedness (whether incurred prior to or after the effective date of this Agreement) 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

CITY EASEMENTS

Section 5.01 Grant of Easements.

Redeveloper shall grant to the City appropriate easements related to the Public Improvements as set forth in this Article V. The grant of said easements shall be at no cost to the City and shall continue in full force and effect during the term of this Agreement.

Section 5.02 Façade Easement.

Redeveloper shall grant to the City a Façade Easement in the form attached hereto as Exhibit "D".

Section 5.03 Additional Easements.

Redeveloper shall grant to the City any other easements that are reasonably necessary, in the City's discretion, in order to ensure the City can reasonably access and use the Public Improvements.

ARTICLE VI

FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES

Section 6.01 Financing.

(a) 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.

(b) Notwithstanding Redeveloper's obligation above, the CRA shall pay the cost of and shall be responsible for arranging all necessary financing for any CRA improvements that shall be constructed utilizing the CRA TIF Indebtedness.

Section 6.02 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 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 90 days of Redeveloper receiving notice thereof.

ARTICLE VII

DEFAULT, REMEDIES; INDEMNIFICATION

Section 7.01 General Remedies of the CRA and Redeveloper.

Subject to the further provisions of this Article VII, in the event of any failure to perform or breach of this Redevelopment Agreement or any of its terms or conditions, by either party hereto or any successor to such party, such party, or successor, shall, upon written notice from the other, proceed immediately to commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. In case such action is not taken, or diligently pursued, or the failure to perform or breach shall not be cured or remedied within a reasonable time, this Redevelopment Agreement shall be in default and the aggrieved party may institute such proceedings as may be necessary or desirable to enforce its rights under this Redevelopment Agreement, including, but not limited to, proceedings to compel specific performance by the party failing to perform or in breach of its obligations; provided that, in view of the additional remedies of the CRA set out in Section 7.02, the remedy of specific performance by Redeveloper shall not include or be construed to include the covenant to build or construct the Private Improvements or Project.

Section 7.02 Additional Remedies of the CRA.

In the event that:

- (a) Redeveloper, or successor in interest, shall fail to complete the construction of the Project on or before December 1, 2014, or shall abandon construction work for any period of 120 days (not including any period covered pursuant to the terms of Section 7.04 below);

- (b) Redeveloper, or successor in interest, shall fail to pay real estate taxes or assessments on the Project Site or any part thereof when due, and such taxes or assessments or payments in lieu of taxes shall not have been paid, or provisions satisfactory to the CRA made for such payment within thirty (30) days following written notice from the CRA;
- (c) Redeveloper does not maintain an assessed valuation equal to or greater than the Minimum Project Valuation for the Project Site for the term of this Agreement and fails to satisfy the obligations of Section 4.04(b) of this Agreement; or
- (d) There is, in violation of Section 4.05 of this Redevelopment Agreement, transfer of the Project Site or any part thereof, and such failure or action by Redeveloper has not been cured within 30 days following written notice from the CRA,

then Redeveloper shall be in default of this Redevelopment Agreement; and such failure to perform, breach or default is not cured in the period herein provided, the parties agree that the damages caused to the CRA would be difficult to determine with certainty. To the extent that such failure results in the fact that the CRA is not able to capture the full amount of TIF Revenues contemplated hereunder, Redeveloper shall be obligated, on an annual basis, to remit the sum by which the anticipated TIF Revenues exceed the actual TIF Revenues.

Section 7.03 Remedies in the Event of Other Redeveloper Defaults.

In the event Redeveloper fails to perform any other provisions of this Redevelopment Agreement (other than those specific provisions contained in Section 7.02), and such failure has not been cured within 30 days following

written notice from the CRA, then Redeveloper shall be in default. In such an instance, the CRA may seek to enforce the terms of this Redevelopment Agreement or exercise any other remedies that may be provided in this Redevelopment Agreement or by applicable law; provided, however, that the default covered by this Section shall not give rise to a right of rescission or termination of this Redevelopment Agreement.

Section 7.04 Limitation of Liability; Indemnification.

(a) Notwithstanding anything in this Article VII 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 TIF Revenues 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. Provided, however, such release shall not be deemed to include such liability actions as arise directly out of the sole negligence or willful misconduct of the CRA or the City.

(b) Redeveloper agrees to 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 acts, omissions, or 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 VIII

MISCELLANEOUS

Section 8.01 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 "E" and incorporated by this reference.

Section 8.02 Governing Law.

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

Section 8.03 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 8.04 No Agency or Partnership.

This Redevelopment Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between the CRA and the City, on the one hand, and Redeveloper, on the other hand, nor between the CRA and the City, on the one hand, and any officer, employee, contractor or representative of Redeveloper, on the other hand. 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.

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

[Signature and Notary Pages to Follow]

“CRA”

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
SEWARD, NEBRASKA

ATTEST:

By: _____
Bonnie Otte, Secretary

By: _____
Michael Hecker, Chairman

STATE OF NEBRASKA)
) ss.
COUNTY OF SEWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Michael Hecker and Bonnie Otte, 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”

KACH 510, LLC, a Nebraska limited liability company

By: _____
Alyssa Hendrix, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF SEWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Alyssa Hendrix, Manager of KACH 510, LLC, a Nebraska limited liability company, on behalf of the company.

Notary Public

EXHIBIT “A”

DESCRIPTION OF PROJECT

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

Lots 5-6, Block 42, Seward Cloyd’s Addition, Seward, Seward County, Nebraska (the “Project Site”),

is the renovation, remodeling, and upgrading of the commercial office building on the Project Site, and shall consist of the following Public Improvements: the renovation and exterior enhancements including, without limitation, façade and landscaping improvements and other eligible public improvements on the Project Site and in the Redevelopment Area, which public improvements are eligible improvements under the Act pursuant to this Redevelopment Agreement; paid for, in part, by the Tax Increment created by the Private Improvements.

Exhibit “A”

EXHIBIT “B”

REDEVELOPER TIF INDEBTEDNESS

1. **Principal Amount.** The principal amount of the Redeveloper TIF Indebtedness shall be the amount, together with interest accruing thereon, which can be amortized by December 31, 2032, solely from the Tax Increment Revenues based upon the current aggregate ad valorem tax rate applicable to the Project Site multiplied by an assumed valuation of \$560,000.00, subject to required debt service coverage, required reserve, and cost of issuance.
2. **Anticipated Tax Increment.** \$4,643 annually
3. **Payments.** Semi-annually with interest only until real estate taxes are fully collected for the tax year 2017 in an amount sufficient to fully amortize the TIF Indebtedness on or before the Maturity Date.
4. **Maturity Date.** On or before December 31, 2032.
5. **TIF Period.** The period for the division of taxes for this Project shall be fifteen (15) years, commencing on the Effective Date of January 1, 2017 (2017 taxes paid in 2018) and terminating on December 31, 2031 (2031 taxes due on December 31, 2031 but paid in 2032). Payment of ad valorem taxes in arrears pursuant to customary payments in Nebraska shall not affect the 15 year TIF period.

Exhibit “B”

EXHIBIT "C"

PROJECTED TIF SOURCES AND USES

1. TIF SOURCES

Assumptions:	Tax Levy	1.742962
	Interest Rate	5.50%
	Number of years	15

Property Value Assumptions:

	Assessed Value	Estimated Taxes
Pre-Project	\$293,658	\$5,118
Completed Project	\$560,000	\$9,761
Difference	\$266,342	\$4,643

TIF Calculations:	Annual TIF Amount	\$4,643
	Loan Amount	\$47,000
	less 3% Admin Fee	(\$1,410)
	Total TIF Available	\$45,590

2. TIF USES

Cost of Issuance	TBD
Façade	\$54,126
Façade (store front glass door)	\$22,500
Landscaping	\$16,000
Total	\$92,675

Exhibit "C"

1

EXHIBIT “D”

FAÇADE EASEMENT AGREEMENT (Bradford Center Redevelopment Project)

THIS FAÇADE EASEMENT AGREEMENT (the “Agreement”) is made this ____ day of _____, 2016 by and between KACH 510, LLC, a Nebraska limited liability company (the “Grantor”), and the City of Seward, Nebraska, a municipal corporation (“Grantee”).

RECITALS

- A. Grantor owns certain real estate located in the City of Seward, Seward County, Nebraska, legally described as follows:

Lots 5-6, Block 42, Seward Cloyd’s Addition, Seward, Seward County, Nebraska (the “Property”).

- B. Grantor entered into a Redevelopment Agreement (the “Redevelopment Agreement”) with the Community Redevelopment Authority of the City of Seward, Nebraska, for the renovation and improvement of the Property and the commercial office building located on the Property (the “Building”).
- C. Pursuant to the Redevelopment Agreement, and to ameliorate the blighted and substandard conditions of the Property, Grantor agrees to make certain improvements to the façade of the Building including, but not limited to, a replacement and upgrade of the façade and the installation of store-front glass doors (the “Façade”) for the aesthetic benefit to the Redevelopment Area and the public. Under the Redevelopment Agreement Grantor is receiving financial assistance from Grantee to make certain public improvements including, but not limited to the improvements to the Façade.
- D. This Agreement sets forth the parties’ rights and obligations with respect to the Façade.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, Grantor and Grantee do now hereby agree as follows:

1. Façade. In consideration of the benefits received by Grantor under the Redevelopment Agreement, Grantor hereby agrees to construct and install the

Exhibit “D”

Façade to the specifications set forth in the plans, drawings and specifications which shall be approved by the City prior to construction.

2. Façade Restrictions. Grantor agrees to observe and comply with the following restrictions:

a. Grantor shall not demolish, remove or raze the Façade during the term of this Agreement.

b. Grantor shall not undertake, or allow to be undertaken, any changes to the Façade without the express written consent of Grantee. Changes to the Façade include, but are not limited to:

(i) Any change in the Façade, including the alteration, partial removal, construction, remodeling or physical or structural change or change in color or surfacing with respect to the appearance or construction of the Façade;

(ii) The addition of any signs, canopies, plaques or other attachments to the Façade; or

(iii) Any significant reconstruction, repair, repainting or refinishing of any Façade feature that alters its state from the existing condition.

c. This section shall not preclude Grantor from implementing any ordinary or necessary maintenance as set forth in Section 3 below.

3. Façade Maintenance. Grantor shall perform all ordinary and/or necessary maintenance and repairs on the Façade to maintain its appearance and structural soundness and to prevent any deterioration of the Façade.

4. Specification of Work. In the event Grantor desires to make any changes to the Façade, Grantor shall give Grantee copies of the plans, designs, elevations, specifications and documents relating to the change or work, including specification of all materials, colors and construction techniques to be used in any such work and photographs of the subject area as it appears at the time of the request.

5. Insurance. Grantor, at its expense, shall (i) keep the Building insured under a standard form of insurance policy against loss or damage resulting from fire or other perils normally insured under uniform standard extended coverage endorsement; and (ii) carry and maintain comprehensive public liability insurance. The public liability policy shall name Grantee as an additional insured as to the Façade and shall provide for not less than thirty (30) days prior written notice to the Grantee by the insurer of any proposed cancellation of any such insurance. Grantor shall deliver to Grantee a certificate of insurance prior to the recording of this Agreement.

Exhibit "D"

2

6. Casualty Damage. In the event that the Building or any part thereof shall be damaged by fire or other casualty, then the proceeds of the insurance required to be carried pursuant to Section 5 above and Grantor's funds shall be applied to reconstructing the Façade to the condition required under this Agreement. If the Building is damaged to such an extent that Grantor determines that reconstruction is not feasible and provides Grantee with a statement from an independent engineer to the same effect, then this Agreement shall be void and of no further force or effect.

7. Inspection. Grantee shall be permitted to have access to the Property at reasonable times to inspect the Façade for the purpose of determining conformance with this Agreement.

8. Term. The term of this Agreement shall be fifteen (15) years from the date of completion of the improvements to the Façade. Provided, however, this Agreement shall terminate at any earlier date that the Redevelopment Agreement is terminated and is no longer in effect.

9. Public Access. Grantor acknowledges and agrees that the general public shall have the regular and substantial opportunity to view the Façade from the sidewalks and other property near the Building. Grantor shall have no obligation under this Agreement to allow the general public to view the interior of the Building.

10. Indemnification. Grantor shall defend, indemnify and hold Grantee harmless from and against any liability, claims, suits, demands, judgments (including costs, expenses and attorneys fees), resulting from actions or claims by third parties or defaults under this Agreement by Grantor arising out of the conveyance of or possession of the Façade Easement.

11. Binding Effect. This Agreement shall be appurtenant to and run with the property. The grant of this easement shall be binding upon the heir, executors, administrators, successors and assigns of Grantor.

[Signature and Notary Pages to Follow]

Exhibit "D"

3

“GRANTOR”

KACH 510, LLC, a Nebraska limited liability company

By: _____
Alyssa Hendrix, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF SEWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Alyssa Hendrix, Manager of KACH 510, LLC, a Nebraska limited liability company, on behalf of the company.

Notary Public

Exhibit “D”

4

“GRANTEE”

CITY OF SEWARD, NEBRASKA, a municipal
corporation

By: _____
Joshua Eickmeier, Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF SEWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Joshua Eickmeier, Mayor of the City of Seward, Nebraska, a municipal corporation, on behalf of the City.

Notary Public

Exhibit “D”

5

EXHIBIT “E”

MEMORANDUM OF REDEVELOPMENT AGREEMENT (Bradford Center Redevelopment Project)

This Memorandum of Redevelopment Agreement (“Memorandum”) is made this ____ day of April, 2014 by and between the Community Redevelopment Authority of the City of Seward, Nebraska (“CRA”) and KACH 510, LLC, a Nebraska limited liability company (the “Redeveloper”).

1. **Redevelopment Agreement.** CRA and Redeveloper have entered into that certain Redevelopment Agreement dated as of this even date, describing the public improvements being made by the CRA in the Redevelopment Area and the private improvements being made to real property owned by Redeveloper and legally described as:

Lots 5-6, Block 42, Seward Cloyd’s Addition, Seward, Seward County, Nebraska (the “Project Site”).

2. **Tax Increment Financing.** The Redevelopment Agreement provides for the capture of the Tax Increment, as defined therein, by the CRA of the private improvements to be made by the Redeveloper for a period not to exceed fifteen (15) years after the Project Effective Date of January 1, 2017. 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 FOLLOWS]

Exhibit “E”

1

“CRA”

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
SEWARD, NEBRASKA

ATTEST:

By: _____
Bonnie Otte, Secretary

By: _____
Michael Hecker, Chairman

STATE OF NEBRASKA)
) ss.
COUNTY OF SEWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Michael Hecker and Bonnie Otte, 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”

KACH 510, LLC, a Nebraska limited
liability company

By: _____
Alyssa Hendrix, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF SEWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Alyssa Hendrix, Manager of KACH 510, LLC, a Nebraska limited liability company, on behalf of the company.

Notary Public

4849-5891-4096, v. 1

Exhibit “E”

2

CITY OF SEWARD, NEBRASKA

RESOLUTION #2016-__

(Amendment to Redevelopment Plan – Bradford Center
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 A SPECIFIC REDEVELOPMENT PROJECT.**

RECITALS

A. The Community Redevelopment Authority of the City of Seward (“CRA”) has recommended that the Redevelopment Plan for Redevelopment Area #1, 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, (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 Nebraska law.

G. On May 17, 2016, the City Council held a public hearing relating to the question of whether the Redevelopment Plan 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 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 18-2154 (the “Act”), as follows:

1. The Project Site is in need of redevelopment to remove blight and substandard conditions identified pursuant to Section 18-2109 of the Act.
2. The Redevelopment Plan Amendment will, in accordance with the present and future needs of the City of Seward, promote the health, safety, morals, order, convenience, prosperity, and the general welfare of the community in conformance with the legislative declarations and determinations set forth in the Act.
3. The Redevelopment Plan Amendment is in conformance with the general plan for development of the City of Seward as a whole, as set forth in the City of Seward Comprehensive Plan, as amended.
4. The cost and benefits set forth in the Project cost benefit analysis are found to be in the long-term best interest of the City of Seward.
5. The Project would not be economically feasible without the use of tax increment financing.
6. The Project would not occur on the Redevelopment Area without the use of tax increment financing.

BE IT 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.

[SIGNATURE PAGE TO FOLLOW]

Dated this 17th day of May, 2016.

CITY OF SEWARD, NEBRASKA

By: _____
Mayor

ATTEST: _____
City Clerk

4848-0530-5904, v. 1

CITY OF SEWARD, NEBRASKA
RESOLUTION NO. 2016-_____

(Approval of Redevelopment Agreement - Bradford Center
Redevelopment Project)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEWARD,
SEWARD COUNTY, 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 18-2154, 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 Bradford Center Redevelopment Project that will include the use of tax increment financing (the “Project”).

C. On May 4, 2016, 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 Comprehensive Development Plan of the City, 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 KACH 510, LLC, which is attached hereto as Exhibit “A” and incorporated here by this reference, 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 not to exceed the amount of TIF Indebtedness set forth in the Redevelopment Agreement. Such

TIF Indebtedness shall be repaid solely from the Tax Increment created by the Project and does not represent the general obligation of the CRA of the City;

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

DATED THIS 17th day of May, 2016.

CITY OF SEWARD, NEBRASKA

By: _____
Mayor

ATTEST: _____
City Clerk

EXHIBIT “A”

(Redevelopment Agreement)

4816-5197-5728, v. 1

Exhibit “A”

City of Seward, NE

Tuesday, May 17, 2016

Regular Session

Item G5

PREVIEW OF CITY'S UPDATED WEBSITE - Megan Boggs & Mayor Eickmeier

Administrative Report: The City is prepared to present a newly updated website that is much more user friendly and more informative than the current site. Megan Boggs from the Library has worked with the City departments and Mayor Eickmeier in updating and creating a new look for the website.

Staff Contact:

City of Seward, NE

Tuesday, May 17, 2016

Regular Session

Item G6

REQUEST FOR STREET CLOSURES/PARADE PERMIT FOR JULY 4TH FESTIVITIES - July 4th Committee

Consideration of a Resolution approving closing of east lane of Highway 15 from Main to Seward Street, the North Lane of Hwy 34 from 5th to 6th Street, and the Hwy 15/34 intersection during the Parade for the Fourth of July Festivities

Administrative Report: The 4th of July Committee is requesting a parade permit and street closing for July 4: Closing Highway 15 at the Intersection of Seward Street and Highway 15 for the parade, closure of the north lane of Highway 34 Between 5th and 6th Streets, and the east lane of Highway 15 from Main to Seward Street for the craft/vendor fair. Following review and discussion, a motion to approve the parade permit and street closures by passage of the resolution would be in order.

Staff Contact:

APPLICATION FOR PARADE, MARCH OR SPECIAL EVENT PERMIT

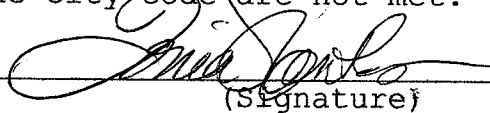
IF THIS PARADE, MARCH OR SPECIAL EVENT WILL INVOLVE THE TEMPORARY USE OF ANY PORTION OF THE STATE HIGHWAY SYSTEM, FORMAL ACTION BY THE CITY COUNCIL IS REQUIRED AND THE CITY IS REQUIRED TO PROVIDE 30 DAYS NOTICE TO THE STATE OF NEBRASKA. THE COUNCIL MEETS THE 1ST & 3RD TUESDAYS OF EVERY MONTH AND AGENDA REQUESTS MUST BE RECEIVED BY NOON ON THE WEDNESDAY PRIOR TO THE NEXT COUNCIL MEETING AND MUST INCLUDE A COPY OF THE INSURANCE POLICY FROM THE SPONSORING ORGANIZATION.

We, the undersigned, hereby apply for a permit for a parade, March or Special Event.

SPONSORING ORGANIZATION: Seward Fourth of July
DATE: July 4, 2016 TIME: 4pm Start / 2pm Lineup
APPROXIMATE DURATION: 2-4 Hours
ROUTE: 1st & Bradford to Seward Street, Seward
Street to Hughes Brothers

We also agree to, and understand the terms of City Code, 5-704 & 5-705, and have filed a certificate of liability insurance with the City (copy attached), with sufficient personal sureties as a condition to the granting of such permit, conditioned to indemnify the City for any loss, damage or liability incurred or caused by the conduct of such parade or march.

The City reserves the right to cancel such parade, march or special event permit if the terms of the City Code are not met.

SUBMITTED BY: Tonia Nantkes 
(Print Name) (Signature)
P.O. Box 68 Utica, Neb. 68456
(Address: City, State, Zip Code)

402-641-8912
(Phone Number)

nantkes@windstream.net
(Print - Email Address)

APPROVAL OF APPLICATION
(FOR OFFICE USE ONLY)

Mayor
ATTEST:

Chief of Police

Administrator Assistant/
Clerk-Treasurer

Date Approved

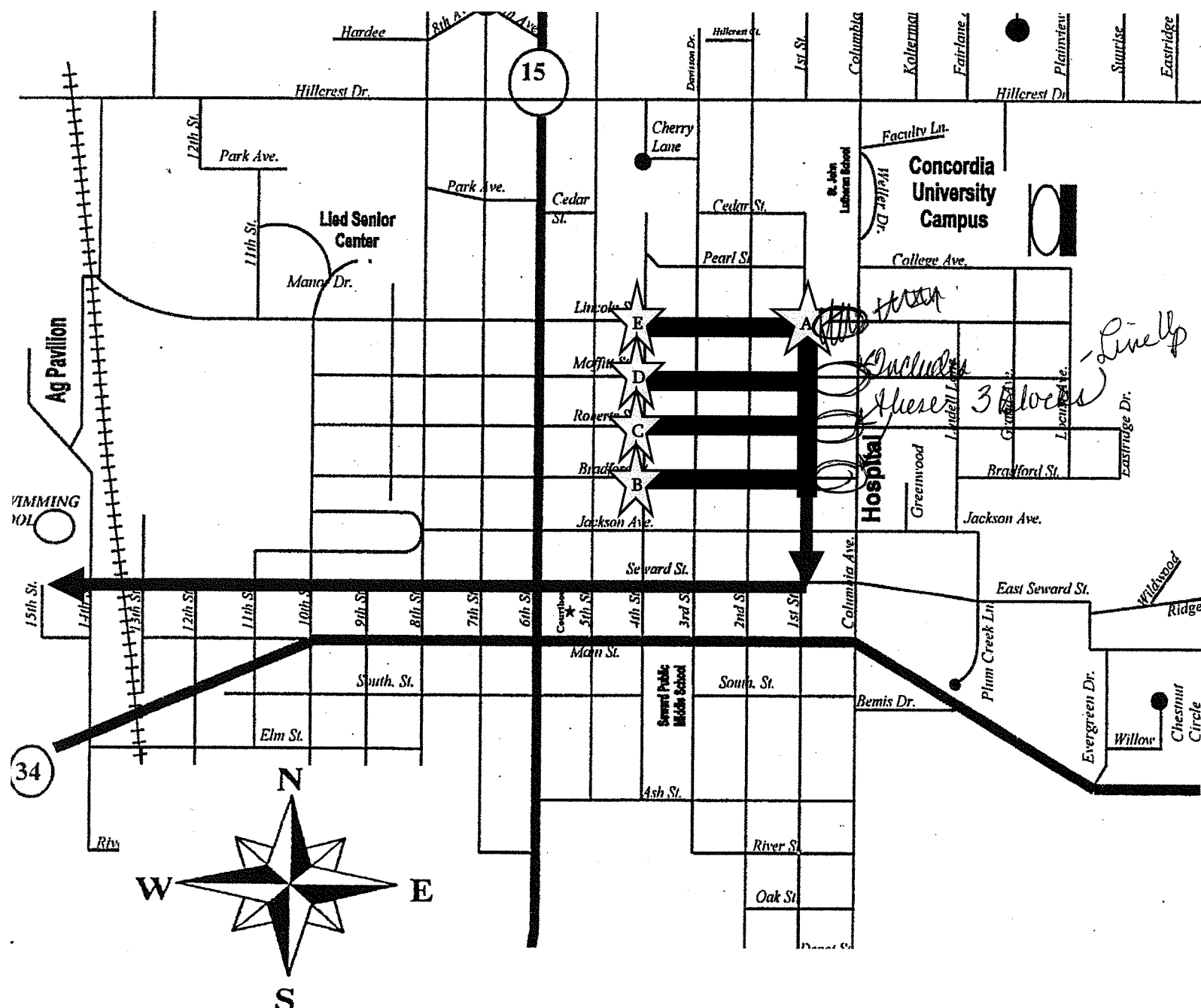
Date submitted to State of Nebraska: _____
(attach copy of Council action)

Section
Entry

Parade Sections



Parade Route



STREET CLOSING PERMIT

- For Line Up

NAME: Parade Chair
Tonia Nantkes DATE: 7-21-16

ADDRESS: P.O. Box 68 Utica, Neb. 68456

TELEPHONE NO. 402-534-2360 E-MAIL ADDRESS nantkes@windstream.net
402 641 8912

LOCATION OF STREET CLOSING: Please see attached map.

DATE & HOURS OF CLOSING: July 4 ~~2016~~ 6:00 AM - 4:30 pm

REASON/EVENT FOR CLOSING: Parade Line Up

ADJACENT PROPERTY OWNERS' SIGNATURES:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

REGULATIONS: No alcoholic beverages in street or public right-of-way, no excessive/prolonged noise/music

Dated: _____

Mayor

Street, Transportation & Recycling Supt.

Police Chief

A Certificate of Liability Insurance naming the City of Seward as additionally insured in the amount of \$1,000,000.00 is required. The Certificate of Insurance should be delivered to the City before the event date.

Date insurance certificate filed with City: _____

Parade Map



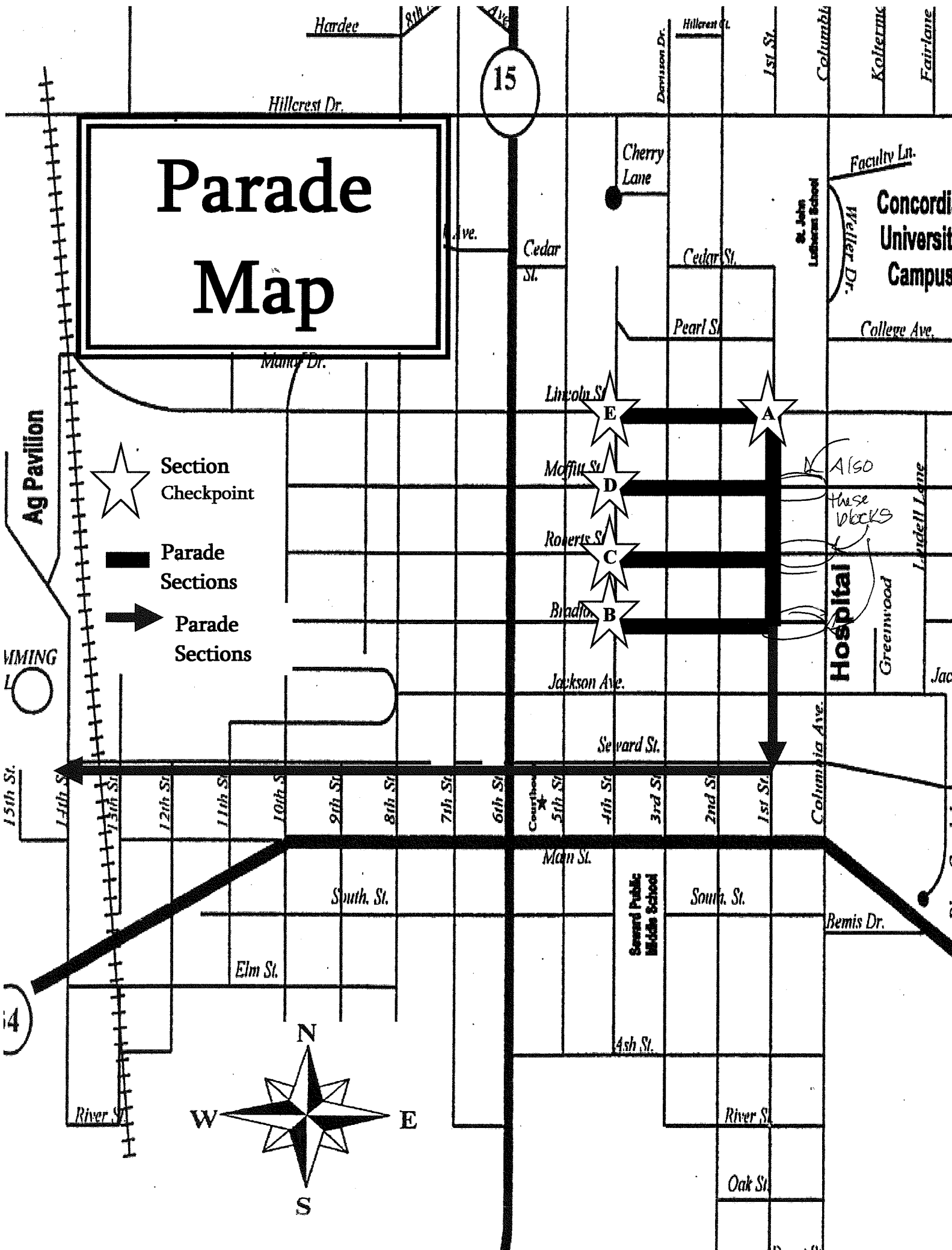
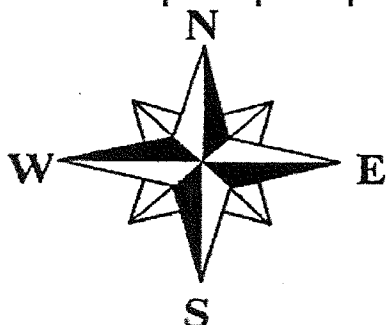
Section
Checkpoint



Parade
Sections



Parade
Sections



RESOLUTION NO.

WHEREAS, the City of Seward's Annual FOURTH OF JULY CELEBRATION is scheduled for July 4, 2016; and

WHEREAS, the City of Seward wishes to support this annual event; and

WHEREAS, it is necessary to close the north lane of Highway 34 between 4th & 6th Streets from 5:00 a.m. to 7:00 p.m. for the festivities to be held on the Courthouse square; and

WHEREAS, it is necessary to close Highway 15 at the intersection of Seward Street and Highway 15 for the Parade from 3:30 p.m. to 7:00 p.m.; and

WHEREAS, the road closure described above must be approved by the State of Nebraska Department of Roads;

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

The Assistant Administrator/Clerk-Treasurer/Budget & Human Resource Director is hereby authorized to forward this resolution to the State of Nebraska Department of Roads for the closing of Highway 34 between 4th & 6th Streets from 5:00 a.m. to 7:00 p.m.; and the intersection of Highway 15 and Seward Street from 3:30 p.m. to 7:00 p.m. for the festivities to be held on the Fourth of July in Seward, Nebraska.

The Mayor declared the resolution adopted.

Dated: May 17, 2016

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

Bonnie Otte
Assistant Administrator/
Clerk-Treasurer/
Budget & HR Director

(SEAL)

City of Seward, NE

Tuesday, May 17, 2016

Regular Session

Item G7

CONSIDERATION OF A POWER PURCHASE AGREEMENT WITH BLUESTEM ENERGY - Bruce Smith

Administrative Report: Bluestem Energy Solutions, DBA Seward LLC is asking for us to sign the Power Purchase Agreement which would require us to buy all of the energy generated by the proposed 1.7MW wind turbine. We have been in discussions with Bluestem and have made changes to the initial PPA. We have also worked with NPPD to make sure the language in the PPA works in conjunction with our 20 year wholesale power purchase contract Seward has with NPPD. I would recommend we discuss the PPA then go into Executive Session to discuss the pricing proposal. After the executive session, return to open session to vote on the PPA with Bluestem.

Staff Contact:

POWER PURCHASE AGREEMENT

between

The City of Seward

and

Seward Wind, LLC

TABLE OF CONTENTS

	Page
SECTION 1	DEFINITIONS..... 1
SECTION 2	REPRESENTATIONS, WARRANTIES AND COVENANTS..... 6
2.1	Representations, Warranties and Covenants of Purchaser 6
2.2	Representations, Warranties and Covenants of Seller 7
SECTION 3	TERM OF AGREEMENT..... 8
3.1	Term 8
SECTION 4	PLANT 8
4.1	Plant..... 8
4.2	Construction, Operation and Maintenance..... 8
4.3	Permits and Approvals..... 9
4.4	Contingent Agreement..... 9
SECTION 5	PURCHASE AND SALE OBLIGATION 9
5.1	Purchase Obligation 9
5.2	Sale and Purchase 9
5.3	Guaranteed Price..... 10
5.4	Committed Nameplate Capacity 11
SECTION 6	PAYMENTS AND BILLING 11
6.1	Payment..... 11
6.2	Billing 12
6.3	Billing Disputes 12
6.4	Plant and Site Electric Service..... 12
SECTION 7	DELIVERY POINT..... 12
7.1	Delivery Point..... 12
SECTION 8	STATION AND SYSTEM OPERATING PROCEDURES 13
8.1	Operating Procedures..... 13
SECTION 9	METERING 13
9.1	Metering..... 13
SECTION 10	REORGANIZATIONS, TRANSFERS, SALES OF ASSETS AND ASSIGNMENTS BY SELLER 14
10.1	Eminent Domain 14

TABLE OF CONTENTS
(continued)

	Page
10.2 Permitted Transactions	14
10.3 Specific Performance	14
SECTION 11 INSURANCE AND PLANT DISPOSAL	14
11.1 Insurance	14
11.2 Casualty Risks	16
11.3 Plant Disposal	16
SECTION 12 RECORDS	16
12.1 Records	16
SECTION 13 EVENTS OF DEFAULT	16
13.1 Events of Default by Purchaser	16
13.2 Events of Default by Seller	17
13.3 Termination for Cause	18
13.4 Non-Exclusive Remedy	18
13.5 Force Majeure	18
SECTION 14 WAIVERS	19
14.1 Waivers	19
SECTION 15 NOTICES	19
15.1 Notices	19
SECTION 16 SUCCESSORS AND ASSIGNS	20
16.1 Binding Effect	20
16.2 Receiver or Trustee in Bankruptcy	20
SECTION 17 INDEMNIFICATION AND LIMITATION OF LIABILITY	21
17.1 Indemnity	21
17.2 No Liability to Third Parties	21
17.3 No Consequential Damages	21
SECTION 18 CONFIDENTIAL INFORMATION	21
18.1 Use of Confidential Information	21
18.2 Nondisclosure	22
18.3 Exceptions	22
SECTION 19 MISCELLANEOUS	23

TABLE OF CONTENTS
(continued)

	Page
19.1 Amendments.....	23
19.2 Approvals.....	23
19.3 Entire Agreement.....	23
19.4 Counterparts	23
19.5 Severability	23
19.6 Governing Law.....	23
19.7 Jurisdiction	24
19.8 No Third-Party Beneficiaries	24
19.9 Rules of Construction.....	24

EXHIBIT A FORM OF ATTESTATION OF ENVIRONMENTAL ATTRIBUTES

This POWER PURCHASE AGREEMENT ("Agreement") made effective as of the 2nd day of May, 2016, by and between The City of Seward, Nebraska, a political subdivision of the State of Nebraska (hereinafter "Purchaser") and Seward Wind LLC, a Nebraska limited liability company (hereinafter "Seller").

WITNESSETH:

WHEREAS, Purchaser is authorized by the State of Nebraska to purchase electricity; and

WHEREAS, Seller desires to enter into an agreement with Purchaser to sell Purchased Power (as hereinafter defined) from a single wind energy facility (the "Plant") with a Capacity (as hereinafter defined) of no more than 1.7 MW; and

WHEREAS, Seller intends to construct the Plant in Seward County, Nebraska; and

WHEREAS, Purchaser has agreed to buy Purchased Power from the Plant in accordance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the premises, the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties do hereby agree as follows:

**SECTION 1
DEFINITIONS**

In addition to the initially capitalized terms and phrases set forth in the above recitals, and those set forth in the Schedules attached to this Agreement, the following initially capitalized terms and phrases as and when used in this Agreement shall have the respective meanings set forth below:

- 1.1** "Accredited Capacity" shall mean net capability as defined in the SPP Criteria.
- 1.2** "Affiliate" shall mean, with respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.
- 1.3** "Agreement" refers to this Agreement, including any and all amendments hereto that are executed after the date hereof.
- 1.4** "Bankruptcy Proceeding" means, with respect to a Party, that such Party (i) makes any general assignment or any general arrangement for the benefit of creditors, (ii) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy or similar law for the protection of creditors, or has such a petition involuntarily filed

against it and such petition is not withdrawn or dismissed within thirty (30) Days after such filing, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) is unable (or admits in writing its inability) generally to pay its debts as they fall due, (v) is dissolved (other than pursuant to a consolidation, acquisition, amalgamation or merger), (vi) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, acquisition, amalgamation or merger), (vii) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for all or substantially all of its assets, (viii) has a secured party take possession of all or substantially all of its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within thirty (30) Days thereafter, (ix) causes or is subject to any event with respect to which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) to (viii) (inclusive); or (x) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

- 1.5** "Business Day" means a day on which the Federal Reserve Member Banks in Nebraska are open for business; and a Business Day shall open at 8:00 a.m. and close at 5:00 p.m. local time in Omaha, Nebraska.
- 1.6** "Capacity" means the same as "capability" for electric power supply, and refers to the maximum electric generation, less losses to the Interconnection and energy used by Plant, that the "Plant" can be expected to supply to the electric transmission system under specified conditions for a given time interval. The Capacity of generating equipment is generally expressed in MW.
- 1.7** "C-BED Project" is a project that satisfies the requirements for a community-based wind energy development project set forth in the C-BED Statute and as confirmed by the Nebraska Department of Revenue.
- 1.8** "C-BED Statute" means the Rural Community-Based Energy Development Act, Nebraska Revised Statutes sections 70-1901, et seq., as amended.
- 1.9** "Commercial Operation Date" means 12:01 a.m. on the first Day of the Month following the Day when the Plant is ready to deliver power and energy, and the same has been tested and is ready to be placed in continuous normal operation. Seller will notify Purchaser when the Commercial Operation Date of the Plant has been determined.
- 1.10** "Commercially Reasonable" or "Commercially Reasonable Efforts" means, with respect to any action required to be made, attempted or taken by a Party under this Agreement, such efforts as a reasonable prudent business Person would undertake for the protection of its own interest under the conditions affecting

such action, including without limitation, the amount of notice of the need to take such action and the duration and type of action.

- 1.11** "Committed Nameplate Capacity" means total maximum designed power output of all installed Wind Turbines of the Plant net of in-plant usage. The Committed Nameplate Capacity is that which Seller agrees to construct and maintain in order to sell Purchased Power to Purchaser pursuant to Section 5.4 of this Agreement.
- 1.12** "Confidential Information" means information about the real, personal and intellectual properties, finances, operations, development strategies, business plans and other business information of each Party, which is designated as "Confidential" in accordance with Section 18. Confidential Information, when disclosed in written, machine readable, or other tangible form by one Party to the other Party, shall be clearly marked as "Confidential." Information which is disclosed orally and is promptly followed by a written summary of the oral disclosure which identifies the material as "Confidential" shall be treated as Confidential Information and used only according to the terms of Section 18.
- 1.13** "Contract Year" means each twelve-month period beginning on the first January 1 following the Commercial Operation Date, except that Contract Year 1 shall commence on the Commercial Operation Date as defined in Paragraph 1.8 and shall include the remaining calendar days of the calendar year that includes the Commercial Operation Date plus the following calendar year.
- 1.14** "Cost of the Seller" means all costs paid for exclusively by the Seller or designee and will not be charged to or reimbursed by Purchaser.
- 1.15** "Day" means a calendar day.
- 1.16** "Delivered Energy" means the total Energy from the Plant in MWh delivered to the Delivery Point and metered and is net of any station use.
- 1.17** "Delivery Point" shall have the meaning specified in Section 7.1 and as set forth on Exhibit B.
- 1.18** "Due Date" shall have the meaning specified in Section 6.1.
- 1.19** "Effective Date" shall be the date first written above.
- 1.20** "Energy" means the amount of electricity generated by the Plant net of Plant use, over a period of time, as expressed in units of megawatt hours (MWh).
- 1.21** "Environmental Attributes" means all current and future attributes of an environmental or other nature, known or unknown at the time of this Agreement, including allowances, certificates, emission credits and all other credits, offsets, green tags and all other tags, and all similar rights issued, recognized, created or otherwise resulting from the existence, ownership or operation of the Plant, the

generation of Energy using wind, and the sale and delivery of wind-generated Purchased Power to Purchaser. Environmental Attributes include, but shall not be limited to, those attributes that are created or recognized by regulations, statutes, or other action by a Governmental Authority, and include, but shall not be limited to, those attributes that can be used to 1) claim responsibility for the reduction of emissions and/or pollutants, 2) claim ownership of emission and/or pollutant reduction rights, 3) claim reduction or avoidance of emissions or pollutants, and 4) claim compliance with a renewable energy standard or renewable portfolio standard. Emissions and pollutants as referred to above include, but are not limited to, acid rain precursors, carbon dioxide, carbon monoxide, chlorinated hydrocarbons, greenhouse gases, mercury, metals, methane, nitrogen oxides, nitrogen-oxygen compounds, ozone precursors, particulate matter, sulfur dioxide, toxic air pollutants, other carbon and sulfur compounds, and similar or dissimilar pollutants, emissions, or contaminants of air, water or soil. Environmental Attributes do not include any of the following: Production Tax Credits (PTCs), Investment Tax Credits (ITCs), any and all other grants or loan guarantees, and any and all other tax credits or tax benefits, including accelerated depreciation, associated with the ownership or operation of the Plant or property and sales tax exemptions.

- 1.22** "Event of Default" or "Default" means either a Purchaser or a Seller Default, all as specified in Section 13.
- 1.23** "Force Majeure" shall have the meaning and effect specified in Section 13.5.
- 1.24** "Generator Interconnection Agreement" or "GIA" shall mean the agreement entered into between Seller and Purchaser, which provides for the terms and requirements for the Seller to interconnect its Plant to the electric system of Purchaser and for Purchaser to take the electricity from the Plant from that point.
- 1.25** "Governmental Authority" means any municipal, local, state, regional or federal administrative, legal, judicial or executive agency, court, commission, department or other such entity of competent jurisdiction, but excluding Purchaser and any such agency, commission, department or other such entity acting in its capacity as lender or guarantor.
- 1.26** "Guaranteed Price" means a year-by-year price expressed in dollars per MWh, based upon the date of generation, as specified in Section 5.3.
- 1.27** "Investment Tax Credit" or "ITC" means tax credits or cash payments applicable to electricity produced from certain renewable resources pursuant to 26 U.S.C. § 48, as amended or succeeded, which tax credits or payments give Seller (or its owners) the right to receive a refundable federal income tax credit or cash payment based on investment in any portion of the Plant.
- 1.28** "Late Payment Rate" shall have the meaning specified in Section 6.2.

- 1.29** "Law" means any law, code, statute, regulation, writ, decree, rule, ordinance, resolution, judgment, injunction, order or other legal or regulatory requirement of a Governmental Authority having jurisdiction over the matter in question, which is valid and applicable to the matter in question (i) at the time of the execution of this Agreement, as amended from time to time, or (ii) anytime thereafter during the Term.
- 1.30** "Legal Proceeding" means any suit, proceeding, judgment, ruling or order by or before any Governmental Authority.
- 1.31** "Month" means a calendar month, commencing at the beginning of the first Day of such calendar month. "Monthly" has a meaning correlative to that of "Month".
- .
- 1.32** "MW" means, in the singular context, one megawatt, and in the plural context, megawatts.
- 1.33** "MWh" means, in the singular context, one megawatt hour, and in the plural context, means megawatt hours.
- 1.34** NPPD, The Nebraska Public Power District which is the Purchasers electric supplier.
- 1.35** "Party" or "Parties" means either Purchaser or Seller, or both.
- 1.36** "Person" means any individual, corporation, partnership, joint venture, limited liability company, trust, unincorporated organization, Governmental Authority or other entity, including the Parties.
- 1.37** "Plant" means the Wind Turbines and facilities owned by Seller and located on the Site for the generation of wind powered energy and delivery of such energy to the Delivery Point, as more fully described in Schedule 1. Plant includes the Seller's Interconnection Facilities.
- 1.38** "Production Tax Credits" or "PTCs" means tax credits applicable to electricity produced from certain renewable resources pursuant to 26 U.S.C. § 45, as amended or succeeded, which tax credits provide Seller (or its owners) with a federal income tax credit based on electricity production from any portion of the Plant.
- 1.39** "Prudent Utility Practice" means any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry prior to such time, or any of the practices, methods and acts, which in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired results at the lowest reasonable cost consistent with good business practices, reliability, safety and expedition. Prudent Utility Practice is not intended to be limited to the optimum

practice, method or act to the exclusion of all others, but rather to be a spectrum of possible practices, methods or acts generally acceptable in the region in light of the circumstances.

- 1.40** "Purchased Power" means the aggregate of Capacity of the Plant up to 1.7 MW, Delivered Energy.
- 1.41** "Seller's Interconnection Facilities" shall have the meaning specified in the GIA.
- 1.42** "Site" means the parcel(s) of real property on which the Plant will be constructed and located, including any easements, rights-of-way, surface use agreements and other interests or rights in real estate reasonably necessary for the construction, operation and maintenance of the Plant and Seller's Interconnection Facilities. The Site is generally described on Schedule 1. As Seller acquires land, leaseholders, easements and other real property rights for the Plant, Seller shall provide Purchaser with a description of the same.
- 1.43** "SPP" refers to the Southwest Power Pool.
- 1.44** "Station and System Operating Procedures" shall have the meaning specified in Section 8.1 and Schedule 2 attached hereto.
- 1.45** "Term" shall have the meaning specified in Section 3.1.
- 1.46** "Unavailable" means, with respect to the Plant, a physical state in which the Plant is not capable of providing Purchased Power, or in which Purchased Power is not delivered because other equipment or facility of Seller is not capable of performing its intended purpose. Unavailable does not include periods during which wind speeds are not within the design limits of the Wind Turbines, resulting in no Delivered Energy.
- 1.47** "Wind Turbines" means those electric generating devices powered by the wind that are included in the Plant.

SECTION 2 REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 Representations, Warranties and Covenants of Purchaser. Purchaser hereby makes the following representations, warranties and covenants to Seller as of the Effective Date:

- 2.1.1** Purchaser is duly organized, validly existing and in good standing under the Laws of the State of Nebraska, and has the legal power and authority to conduct its business and to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.

- 2.1.2 This Agreement constitutes the legal, valid and binding obligation of Purchaser, enforceable in accordance with its terms, except as enforceability may be limited by Laws affecting the rights of creditors generally.
- 2.1.3 There is no pending, or to the knowledge of Purchaser, threatened action or proceeding affecting Purchaser before any Governmental Authority which purports to affect the legality, validity or enforceability of this Agreement as in effect on the date hereof.
- 2.1.4 There are no approvals, authorizations, consents, or other action required by any Governmental Authority necessary to authorize Purchaser's execution and delivery of this Agreement.
- 2.1.5 The execution and performance of this Agreement does not conflict with or constitute a breach or default under any contract or agreement of any kind to which Purchaser is a party or any judgment, order, statute, or regulation that is applicable to Purchaser, including Purchaser's all requirements wholesale power contract with the Nebraska Public Power District.

2.2 Representations, Warranties and Covenants of Seller. Seller hereby makes the following representations, warranties and covenants to Purchaser as of the Effective Date:

- 2.2.1 Seller is a limited liability company created and existing under the Laws of the State of Nebraska and has the legal power and authority to conduct its business and to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.
- 2.2.2 The execution, delivery and performance by Seller of this Agreement have been duly authorized by all necessary action.
- 2.2.3 This Agreement constitutes the legal, valid and binding obligation of Seller, enforceable in accordance with its terms, except as enforceability may be limited by Laws affecting the rights of creditors generally.
- 2.2.4 There is no pending, or to the knowledge of Seller, threatened action or proceeding affecting Seller before any Governmental Authority which purports to affect the legality, validity or enforceability of this Agreement as in effect on the date hereof.

- 2.2.5 The execution and performance of this Agreement does not conflict with or constitute a breach or default under any contract or agreement of any kind to which Seller is a party or any judgment, order, statute, or regulation that is applicable to Seller.
- 2.2.6 There are no approvals, authorizations, consents, or other action required by any Governmental Authority necessary to authorize Seller's execution and delivery of this Agreement.

SECTION 3 TERM OF AGREEMENT

- 3.1 Term.** This Agreement shall become effective on the Effective Date and shall remain in effect until the end of the twenty-fifth (25th) Contract Year (the "Term"); provided that, (i) after January 1 of the twenty-fourth (24th) Contract Year, Seller shall deliver to Purchaser an offer notice to extend the Term for ten (10) Contract Years at Guaranteed Prices stated in the offer notice, and (ii) if within ninety (90) Days after receipt of Seller's offer notice, Purchaser delivers to Seller a notice irrevocably electing to extend the Term for ten (10) Contract Years, the Term shall be extended until the end of the thirty-fifth (35th) Contract Year at the Guaranteed Prices set forth in Seller's offer notice; and provided further that, (i) after January 1 of the thirty-fourth (34th) Contract Year, Seller shall deliver to Purchaser an offer notice to extend the Term for ten (10) Contract Years at Guaranteed Prices stated in the offer notice, and (ii) if within ninety (90) Days after receipt of Seller's offer notice, Purchaser delivers to Seller a notice irrevocably electing to extend the Term for ten (10) Contract Years, the Term shall be extended until the end of the forth-fifth (45th) Contract Year at the Guaranteed Prices set forth in Seller's offer notice.

SECTION 4 PLANT

- 4.1 Plant.** Seller intends to construct, own, operate and maintain the Plant and Seller's Interconnection Facilities in accordance with this Agreement and the GIA. Upon the request of Purchaser, Seller will provide information regarding the progress of the construction of the Plant, and will with or without any request by Purchaser, immediately provide written notice of the Commercial Operation Date when the same has been determined. Purchaser will purchase prior to the Commercial Operation Date, any and all Energy that is produced by the Plant and is capable of being considered "Delivered Energy" and shall pay the same price as set forth in Section 5.3 for Contract Year 1, provided, however, that such purchase shall not change or set the commencement date of Contract Year 1.
- 4.2 Construction, Operation and Maintenance.** Seller intends to construct, solely own, operate and maintain the Plant in a manner which will at all times meet the requirements of this Agreement. Seller shall act in accordance with the provisions of the Generator Interconnection Agreement, with Prudent Utility

Practices and use Commercially Reasonable Efforts in the construction, operation and maintenance of the Plant.

- 4.3 Permits and Approvals.** Seller shall take full responsibility for applying for, satisfying, and maintaining all necessary permits and approvals for construction, operation, and maintenance of the Plant. Among other things, Seller shall obtain any necessary federal approval to construct and operate the Plant under Public Utilities Regulatory Policies Act (PURPA) Qualifying Facility policies, procedures and requirements. Purchaser will cooperate by assisting with these processes for obtaining permits and approvals.
- 4.4 Contingent Agreement.** This Agreement and the obligations hereunder are contingent upon the GIA being in full force and effect and Seller's not being in Default under the GIA (as defined therein) during the Term of this Agreement.

SECTION 5 PURCHASE AND SALE OBLIGATION

- 5.1 Purchase Obligation.** Purchaser's obligation to buy Purchased Power from the Plant shall commence on the Commercial Operation Date as determined in accordance with Section 4.1. Prior to Commercial Operation Date, Purchaser will buy Delivered Energy in accordance with Section 4.1. For any Delivered Energy purchased and sold pursuant to this Agreement, Seller shall utilize the invoicing procedures set forth in Section 6.
- 5.2 Sale and Purchase**
- 5.2.1 Seller agrees to sell the entire Purchased Power produced by or attributable to the Plant to Purchaser during the Term and to deliver all Energy generated by the Plant at the Delivery Point during the Term, subject to the terms of this Agreement. Purchaser agrees to purchase the entire Purchased Power during the Term and to accept delivery of all the Delivered Energy at the Delivery Point during the Term, subject to the terms of this Agreement. Seller shall not sell or contract to sell Energy or Environmental Attributes from the Plant to any Person other than Purchaser for the Term and Seller acknowledges that Purchaser is entitled to receive all Purchased Power from the Plant during the Term.
- 5.2.2 No fuel other than wind will be used to produce Energy from the Plant for the Term of this Agreement, unless the Parties mutually agree otherwise in writing.
- 5.2.3 In addition to Delivered Energy, Seller hereby sells, transfers and conveys to Purchaser, all of Seller's right, title and interest in and to ninety five percent percent (95%) of the Environmental Attributes that now exist or are hereafter created or recognized as a result of the

existence, ownership, or operation of the Plant during the Term. Purchaser's rights to the Environmental Attributes will terminate upon the cancellation or other termination of this Agreement prior to the expiration of the Term, but shall not be affected by the fact that Purchaser is for any other reason not receiving the Purchased Power of the Plant at any time or times. Seller agrees that it will provide to Purchaser one or more bills of sale, or other documentation that Purchaser might from time to time request, to help Purchaser establish or evidence Purchaser's absolute and unconditional right, title and interest in and to the Environmental Attributes, and Seller further acknowledges and agrees that this Agreement may be used by Purchaser to establish or evidence Purchaser's absolute and unconditional right, title and interest.

- 5.2.4 Purchaser shall be responsible for scheduling Delivered Energy deliveries at the Delivery Point, and shall be responsible for all transmission line losses, transmission and ancillary service arrangements and costs required to deliver such energy beyond the Delivery Point. Seller shall cooperate with Purchaser in connection with scheduling and provide Purchaser with information reasonably available to enable Purchaser to schedule deliveries.

- 5.3 Guaranteed Price.** On and after the Commercial Operation Date, Purchaser shall pay Seller the following Guaranteed Price for the Purchased Power during the applicable Contract Year or as established pursuant to Section 3.1:

Contract Year	(\$MWh of Purchased Power)
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	

- 5.4 Committed Nameplate Capacity.** Seller agrees that the Committed Nameplate Capacity shall not exceed 1.7 MW and that the Committed Nameplate Capacity shall include only Purchased Power produced from wind at the Plant.

SECTION 6 PAYMENTS AND BILLING

- 6.1 Payment.** Purchaser's payment to Seller for Purchased Power shall be made by electronic transfer of funds by the "Due Date," which is fifteen (15) Days after the invoice is received by Purchaser as set forth in Section 6.2. Purchaser shall make payments to a bank account as designated from time to time by Seller. If

such Due Date falls on a non-Business Day, such Due Date shall be the next Business Day. Purchaser shall be entitled to conclusively presume, without any liability whatsoever, that the payment information furnished by Seller (including name, financial institution, account numbers, payee, etc.) is accurate.

- 6.2 Billing.** Purchaser shall read the meter at the Delivery Point at the end of each Month of the Term, and provide the meter data to Seller via e-mail within three (3) Business Days of the reading. Purchaser will also telemeter generation data on an instantaneous basis to its System Control Center. Seller shall create an invoice for Purchased Power based upon the meter data for Delivered Energy and the Guaranteed Price terms of this Agreement, and the invoice shall be sent to the Energy Manager at Purchaser or an individual designated by Purchaser.

If the amount due is not paid on or before the Due Date, a late payment charge shall be applied to the unpaid balance and shall be added to the next billing statement. Such late payment charge shall be calculated based on an annual interest rate equal to the Prime Rate plus 200 basis points but in no event shall such interest exceed the maximum interest rate permitted by Law (the "Late Payment Rate"). If the Due Date occurs on a Day that is not a Business Day, the late payment charge shall begin to accrue on the next succeeding Business Day.

- 6.3 Billing Disputes.** Either Party may dispute invoiced amounts, but shall pay to the other Party at least the undisputed portion of invoiced amounts on or before the invoice Due Date. To resolve any billing dispute, either Party may commence a Legal Proceeding in accordance with Section 19.7. When the billing dispute is resolved, the Party owing shall pay the amount owed within five (5) Business Days of the date of such resolution, with late payment interest charges calculated on the amount owed at the Late Payment Rate. A billing dispute shall not constitute an Event of Default provided that the disputing party complies with the requirements of this Section 6.3.

- 6.4 Plant and Site Electric Service.** Seller shall be billed for and pay Purchaser for electric service to the Plant and Site during such times that Seller is receiving electric service from Purchaser, pursuant to the appropriate and nondiscriminatory Purchaser rate schedule then in effect for such electric service and subject to Purchaser's compliance with any applicable service area agreement with the local retail supplier. Seller is permitted to use energy generated by the Plant for Wind Turbines and Seller's Interconnection Facilities use.

SECTION 7 DELIVERY POINT

- 7.1 Delivery Point.** The "Delivery Point" shall be located at the 12.5 or 34.5 kV point of interconnection. Such interconnection may require the approval of the appropriate reliability entity (i.e., SPP or equivalent thereof). Except as provided in the Generator Interconnection Agreement, all costs associated with any

upgrades and/or additions necessary to connect the Plant to the Delivery Point (including, but not limited to, all expenditures necessary to obtain reliability approval), shall be considered Cost of the Seller and in accordance with the Generator Interconnection Agreement. Purchaser shall timely cooperate with Seller with respect to all interconnection studies or other documents or agreements necessary for Seller to perform its obligations under this Agreement.

SECTION 8 STATION AND SYSTEM OPERATING PROCEDURES

- 8.1 Operating Procedures.** All deliveries of Purchased Power to Purchaser shall be in accordance with the GIA and with any other written procedures determined jointly by Seller and Purchaser (the "Station and System Operating Procedures"), which the Parties may amend from time to time. The Station and System Operating Procedures shall provide for the day-to-day operational requirements of the Plant and Purchaser's electrical system, for the uncertainty of the wind, and for Commercially Reasonable Efforts for jointly projecting wind generation profiles on a Monthly, daily and hourly basis. Seller grants Purchaser the right to monitor and collect on a real-time basis all site meteorological, generation and operating data available to Seller that may assist Purchaser in forecasting expected production of Delivered Energy in a form and by a means agreed to by the Parties; provided that any Purchaser consultant and Purchaser is a party to an enforceable nondisclosure agreement with Seller in form and substance acceptable to Seller. In addition, Seller shall make available operating data, outage data, and other data as may be necessary for Purchaser to accredit the generation in SPP or by other regional transmission reliability or regional transmission system operations organization. Seller shall comply with applicable operating policies and reliability standards and protocols.

SECTION 9 METERING

- 9.1 Metering.** Delivered Energy shall be metered the Delivery Point in such manner as determined by Purchaser and read by Purchaser, as provided for in the Generator Interconnection Agreement. Delivered Energy data shall be available in both hourly and monthly forms. Delivered Energy shall be the basis for billing, in accordance with Section 6.2. Purchaser shall have the right to audit such meters and such meter data at reasonable intervals and upon reasonable notice to Purchaser. All Wind Turbine generation metering equipment shall be provided, maintained and read by Seller. Access to the Site and Plant, meter testing and records shall be in accordance with the Generator Interconnection Agreement. Data from such generator meters may be of use to Purchaser in the case of interconnection meter failure or in establishing outage and accreditation reports. In such events, Purchaser shall have the right to request data from generator meters. All meter data shall constitute Confidential Information as to Purchaser, and Purchaser shall not disclose any meter data to any Person other than NPPD without Seller's prior written consent.

SECTION 10
REORGANIZATIONS, TRANSFERS, SALES OF
ASSETS AND ASSIGNMENTS BY SELLER

- 10.1 Eminent Domain.** Purchaser agrees that it will not seek to acquire the Plant or the Site through the exercise of its power of eminent domain during the Term of this Agreement.
- 10.2 Permitted Transactions.** Seller and any assignee, designee, mortgagee or successor of Seller (collectively "Seller Assignee") shall have the right, with Purchaser's prior consent or approval, which Purchaser shall not unreasonably withhold, at any time and from time to time, to assign, designate, pledge or encumber all or any part of its rights and obligations under this Agreement, provided that any such action by Seller shall not release Seller from its obligations under this Agreement, unless Seller and Seller Assignee expressly agree to such a release in writing, provided, however, that an assignment by Seller to an entity that Seller owns or controls shall not require or be subject to Purchaser's prior consent. Purchaser and any assignee, designee, mortgagee or successor of Purchaser (collectively "Purchaser Assignee") shall have the right, with Seller's prior written consent, which Seller shall not unreasonably withhold, at any time and from time to time, to assign all or any part of its rights and obligations under this Agreement, provided that any such action by Purchaser shall not release Purchaser from its obligations under this Agreement, unless Purchaser and Purchaser Assignee expressly agree to such a release in writing and Seller approves the release.
- 10.3 Specific Performance.** Each Party acknowledges and agrees that the failure or threatened failure to comply with the terms of this Section 10 may cause irreparable injury to the other Party, which cannot properly or adequately be compensated by the mere payment of money. The Parties agree, therefore, that in the event of a breach or threatened breach of this Section 10, in addition to any other remedies that may be available, the non-breaching Party shall have the right to obtain from any competent court a decree enjoining such breach or threatened breach of this Section 10 or providing that the terms of this Section 10 be specifically enforced.

SECTION 11
INSURANCE AND PLANT DISPOSAL

- 11.1 Insurance.** Each Party shall, at its own expense, maintain in force throughout the period of this Agreement, and until released by the other Party, the following minimum insurance coverages, with insurers authorized to do business in the state of Nebraska:
- 11.1.1** Employers' liability and workers' compensation insurance providing statutory benefits in accordance with the laws and regulations of the state of Nebraska.

- 11.1.2 Commercial general liability insurance, including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification) products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, coverage for pollution to the extent normally available and punitive damages to the extent normally available and a cross liability endorsement, with minimum limits of one million dollars (\$1,000,000) per occurrence/one million dollars (\$1,000,000) aggregate combined single limit for personal injury, bodily injury, including death and property damage.
- 11.1.3 Comprehensive automobile liability insurance for coverage of owned and non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a minimum, combined single limit of one million dollars (\$1,000,000) per occurrence for bodily injury, including death and property damage.
- 11.1.4 Excess public liability insurance over and above the employers' liability commercial general liability and comprehensive automobile liability insurance coverage, with a minimum combined single limit of four million dollars (\$4,000,000) per occurrence/four million dollars (\$4,000,000) aggregate.
- 11.1.5 The commercial general liability insurance, comprehensive automobile insurance and excess public liability insurance policies shall name the other Party, its respective parent, associated and Affiliate companies and its respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this Agreement against the Other Party Group and provide thirty (30) Days advance written notice to the Other Party Group prior to anniversary date of cancellation or any material change in coverage or condition.
- 11.1.6 The commercial general liability insurance, comprehensive automobile liability insurance and excess public liability insurance policies shall contain provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. Each Party shall be responsible for its respective deductibles or retentions.
- 11.1.7 The commercial general liability insurance, comprehensive automobile liability insurance and excess public liability insurance policies, if written

on a claims first made basis, shall be maintained in full force and effect for two (2) years after termination of this Agreement, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties.

11.1.8 Within thirty (30) days of receiving a written request by the other Party, each Party shall provide to the requesting Party certification of all insurance required in this Agreement, executed by each insurer or by an authorized representative of each insurer.

11.1.9 Notwithstanding the foregoing, each Party may self-insure to meet the minimum insurance requirements of Sections 11.4.1 through 11.4.8 to the extent it maintains a self-insurance program. Should a Party elect to self-insure to meet the minimum insurance requirements of Sections 11.4.1 through 11.4.8, that Party shall provide documentation that the self-insurance program meets the minimum insurance requirements of this Agreement.

11.2 Casualty Risks. Seller shall insure the Plant against physical loss or damage as provided above. In the event of a casualty Seller shall use Commercially Reasonable Efforts to make repairs or rebuild the Plant, and shall apply any insurance proceeds from the casualty to the extent necessary to make such repairs.

11.3 Plant Disposal. Seller shall disconnect and may remove and may sell or transfer or dispose of any portion of the Plant that is replaced or is obsolete or unnecessary for Seller to be able to perform its obligations hereunder in accordance with Prudent Utility Practices.

SECTION 12 RECORDS

12.1 Records. Each Party shall create and maintain records sufficient to establish its compliance with all of its obligations under this Agreement, and shall make the same available to the other Party for inspection at all reasonable times.

SECTION 13 EVENTS OF DEFAULT

13.1 Events of Default by Purchaser. The following shall each constitute an Event of Default by Purchaser:

13.1.1 After the Commercial Operation Date, Purchaser refuses to purchase Delivered Energy for either ten (10) consecutive Days or twenty (20) nonconsecutive Days in any three hundred and sixty-five (365) Day period for any reason other than a Force Majeure condition (as hereinafter defined).

- 13.1.2 Purchaser fails to make any undisputed payment due under this Agreement within ten (10) Days after such payment is due and fails to cure such default within twenty (20) Days after written notice from Seller.
- 13.1.3 Purchaser substantially breaches any other material obligation under this Agreement, and fails to cure such Default or breach within thirty (30) Days after written notification by Seller of the breach. Provided however, that in the case of an Event of Default described above by Purchaser, failure to complete the cure of such Default or breach within the thirty (30) Day period after Seller notice shall not constitute an Event of Default if the breach is not capable of being cured within thirty (30) Days and Purchaser begins the cure within the thirty (30) Day period and uses Commercially Reasonable Efforts to cure the Default or breach within sixty (60) Days (as extended for a Force Majeure event).

13.2 Events of Default by Seller. The following shall each constitute an Event of Default by Seller:

- 13.2.1 Seller fails to make any undisputed payment due under this Agreement within ten (10) Days after such payments are due and fails to cure such default within twenty (20) Days of the written notice from Purchaser.
- 13.2.2 At any time following the Commercial Operation Date, the Plant is Unavailable to provide Delivered Energy for one-hundred eighty (180) consecutive Days for any reason other than a Force Majeure event after notice to Seller from Purchaser, and Seller fails to initiate within one-hundred eighty (180) Days or ceases for a period of three-hundred sixty (360) Days to pursue Commercially Reasonable Efforts to restore the Committed Nameplate Capacity of the Plant.
- 13.2.3 Seller carries out any of the Transactions prohibited by Section 10.2 without the written approval of Purchaser.
- 13.2.4 Seller substantially breaches any other material obligation under this Agreement and fails to cure such Default or breach within thirty (30) Days after written notification by Purchaser of the breach. Provided however, that in the case of an Event of Default described above by Seller, failure to complete the cure of such Default or breach within the thirty (30) Day period after Purchaser's notice shall not constitute an Event of Default if the breach is not capable of being cured within thirty (30) Days and Seller begins the cure within the thirty (30) Day period and uses Commercially Reasonable Efforts to cure the Default or breach within sixty (60) Days (as extended for a Force Majeure event).

13.3 Termination for Cause. If any Event of Default as defined in Section 13.1 or 13.2 has occurred, the non-defaulting Party may provide written notice to the defaulting Party specifying the basis for its belief that such event has occurred, and that the Agreement may be terminated unless the Event of Default is cured within thirty (30) Days of the written notice of intent to terminate or such longer cure period as the Parties may agree or is provided in Section 13.1.3 and Sections 13.2.2 and 13.2.4. If the Event of Default has not been fully cured within the thirty (30) Day cure period, or such longer cure period as the Parties might have agreed or is provided in Section 13.1.3 and Sections 13.2.2 and 13.2.4, then the non-defaulting Party may thereafter terminate this Agreement by providing written notice of termination.

13.4 Non-Exclusive Remedy. If either Party provides a notice of termination to the other under this Section 13, all provisions of this Agreement, and all rights and obligations of the Parties hereunder, will continue in full force and effect from and after the date of the notice of termination until the effective date of termination, including any right, remedy or liability resulting from nonperformance or other breach of the Agreement that occurs prior to the effective date of termination. If either Party terminates for cause, then such non-defaulting Party shall have no further obligations under this Agreement to the defaulting Party from and after the date of such termination.

The rights to terminate set out in this Section 13 are in addition to any other right or remedy provided under this Agreement, or now or hereafter existing at law or in equity or by statute, and the exercise of said right shall not be deemed as a waiver or relinquishment by the terminating Party of any of its other rights or remedies, including any right to recover damages for any breach of this Agreement or for any unperformed balance.

13.5 Force Majeure. The term "Force Majeure" as used herein, shall mean any cause or causes not reasonably within the control and without the fault or negligence of the affected Party which wholly or partly prevents the performance of any of its obligations under this Agreement, including, without limitation by enumeration, acts of God, acts of the public enemy, acts of terrorism or threats thereof (or actions to prevent the same), blockades, strikes or differences with workmen, civil disturbances, fires, explosions, storms, floods, landslides, washouts, labor and material shortages, boycotts, breakdowns of or damage to equipment or facilities and actions to prevent the same, interruptions to supply or delays in transportation, embargoes, inability to obtain or renew a necessary license, permit or approval, acts of military authorities, acts of local, state or federal agencies or regulatory bodies, court actions, bankruptcy court actions, arrests and restraints. Force Majeure does not include the inability of Seller to obtain financing, property, equipment or materials necessary to construct the Plant.

If an event defined as Force Majeure occurs, and the affected Party is unable to carry out any of its obligations under this Agreement, then upon the affected

Party giving written notice to the other Party of such Force Majeure, the affected Party's obligations shall be suspended from and after the date of the Force Majeure specified in the notice to the extent made necessary by such Force Majeure and during its continuance. The notice shall specify in detail (to the extent known) the nature of the Force Majeure, the obligations which the affected Party is unable to perform or furnish due to Force Majeure, and the affected Party's best estimate of the probable duration of the Force Majeure. The affected Party shall use Commercially Reasonable Efforts to eliminate and cure such Force Majeure insofar as possible and with a minimum of delay, and to resume full performance of its obligations.

SECTION 14 WAIVERS

- 14.1 Waivers.** Any waiver at any time by either Party of its rights with respect to any default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any other default or matter.

SECTION 15 NOTICES

- 15.1 Notices.** Any notice or demand under or required by this Agreement shall be in writing and shall be deemed properly given when (i) mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

To Seller: Bluestem Energy Solutions, LLC
 Attention: Adam Herink
 4361 Lafayette Street
 Omaha, Nebraska 68131
 Fax: (402) 553-5894

Copy to:
Bluestem Energy Solutions, Inc.
Attention: Jon Crane
4361 Lafayette Street
Omaha, Nebraska 68131
Fax: (402) 553-5894

Copy to:
Baird Holm LLP
Attention: David Levy
1700 Farnam Street, Suite 1500
Omaha, Nebraska 68102
Fax: (402) 344-0588

To Purchaser: City of Seward
Attention: Bruce Smith
537 Main Street
PO Box 38
Seward, NE 68434
Fax: (402)643-6491

Copy to:
Mattson Ricketts Law Firm
Attention: Kelly R. Hoffschneider
134 S. 13th Street, Suite 1200
Lincoln, NE 68508
Fax: (402)475-0105

(ii) when sent by telefax or e-mail, provided such telefax or e-mail is confirmed by United States registered or certified mail, postage prepaid, return receipt requested, (iii) when sent by overnight courier to the address provided in clause (i), (iv) such other method as agreed to by the Parties in writing, or (v) to such other address as may be designated in writing by the Parties.

SECTION 16 SUCCESSORS AND ASSIGNS

16.1 Binding Effect

16.1.1 All rights and obligations under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the respective Parties. Any assignment made in violation of Section 10 shall be void and of no force or effect as against the non-consenting Party.

16.1.2 No sale, assignment, transfer or other disposition permitted by this Agreement shall affect, release or discharge either Party from its rights or obligations under this Agreement, except as may be expressly provided by this Agreement.

16.2 Receiver or Trustee in Bankruptcy. The Parties intend that the obligations of Purchaser under this Agreement shall not be affected by a Bankruptcy Proceeding or a receiver, a trustee in bankruptcy or an indenture trustee taking charge of or foreclosing upon the assets or business of Seller, and that such receiver, trustee or indenture trustee may exercise all of the rights of, and make all of the determinations provided to be made in this Agreement.

SECTION 17 INDEMNIFICATION AND LIMITATION OF LIABILITY

17.1 Indemnity. Purchaser expressly agrees to indemnify, hold harmless and defend Seller against any and all claims, liability, costs or expenses (including reasonable attorneys' fees and expenses) for loss, damage or injury to Persons or property directly connected with or growing out of, the transmission or distribution of Purchased Power after the Delivery Point, unless such loss, damage or injury is the result of bad faith, gross negligence, or reckless or willful misconduct of or attributable to Seller.

Seller expressly agrees to indemnify, hold harmless and defend Purchaser against any and all claims, liability, costs or expenses (including reasonable attorneys' fees and expenses) for loss, damage or injury to Persons or property directly connected with or growing out of, the generation, transmission, or distribution of Purchased Power up to the Delivery Point, unless such loss, damage or injury is the result of bad faith, gross negligence, or reckless or willful misconduct of or attributable to Purchaser.

17.2 No Liability to Third Parties. Nothing herein shall create, or be interpreted as creating any standard of care with reference to, or any duty or liability to any Person not a Party.

17.3 No Consequential Damages. To the fullest extent permitted by Law and notwithstanding anything to the contrary herein, in no event shall either Party be liable to the other for punitive, indirect, exemplary, consequential, or incidental damages including, without limitation, claims of customers of the indemnified Party arising in connection with this Agreement.

SECTION 18 CONFIDENTIAL INFORMATION

18.1 Use of Confidential Information. During the course of this Agreement, the Parties may disclose to each other certain Confidential Information, by either oral or written communications. To constitute Confidential Information for purposes of this Agreement, the same shall be clearly so designated (if oral) or conspicuously so marked (if tangible) by the disclosing Party. The Parties hereby deem Section 5 to constitute Confidential Information and otherwise not be subject to public disclosure, but the Agreement otherwise is not Confidential Information. These disclosures have been or will be made upon the basis of the confidential relationship between the Parties, and unless specifically authorized in writing by the other, the Parties will:

18.1.1 Use such Confidential Information solely for purposes contemplated by this Agreement; and

18.1.2 Promptly return to each other, upon request, any and all tangible material concerning such Confidential Information, including all copies

and notes, or destroy the same and provide the other Party with a written statement that such destruction has occurred; provided that a Party may retain a copy with its legal counsel or general counsel to show compliance with this Section. Under no circumstances shall any Confidential Information or copy thereof be retained, except with the express written approval of the owner of such Confidential Information.

18.2 Nondisclosure

18.2.1 Each Party agrees that it will use reasonable care to prevent unauthorized disclosure of Confidential Information. Neither Party will make any copies of Confidential Information that is in written or other tangible form except for use by authorized Persons with a need to know in connection with this Agreement (including contractors and subcontractors), and all Persons having access to Confidential Information shall agree to comply with the terms of this Agreement.

18.2.2 Each Party agrees not to distribute, disclose or disseminate Confidential Information in any way to anyone, except Persons who have such need to know (including contractors and subcontractors), or use Confidential Information for its own purpose. Each Party agrees that its disclosure of Confidential Information to a Person who has a need to know shall be limited to only so much of the Confidential Information as is necessary for that Person to perform his/her function in connection with the Confidential Information.

18.3 Exceptions. The obligations imposed in this Section 18 shall not apply to Confidential Information:

18.3.1 Which becomes available to the public through no wrongful act of the receiving Party;

18.3.2 Which may be published or otherwise made available to the public prior to the date hereof;

18.3.3 Which is received from a third party without restriction known to the receiving Party and without breach of this Agreement;

18.3.4 Which is independently developed by the receiving Party;

18.3.5 Which is disclosed to a director, officer or legal counsel of the disclosing Party, or to its outside accountants, auditors, rating agencies, financial advisors, legal counsel, lenders, underwriters, or the counsel of any thereof;

18.3.6 Which must be disclosed pursuant to any Law (including, but not limited to, the Nebraska Public Meetings Law and the Nebraska Public

Records Act, Neb. Rev. Stat. § 84-712.01 et seq.) or the C-BED Statute. If disclosure is requested or demanded as to Confidential Information pursuant to any Law, the Party receiving the request or demand shall provide the owner of such Confidential Information with prompt notice to enable the owner to seek protective legal remedies, and the receiving Party shall reasonably cooperate in connection therewith; or

- 18.3.7 Which is disclosed pursuant to a confidentiality agreement to which Seller is a party.

SECTION 19 MISCELLANEOUS

- 19.1 Amendments.** This Agreement may be amended by agreement between Seller and Purchaser, but no such amendment to this Agreement shall be effective unless it is in writing, executed by both Parties.
- 19.2 Approvals.** Any approval required under this Agreement shall be given in writing and notice of such approval shall be required before any action is taken.
- 19.3 Entire Agreement.** This Agreement (together with the Generator Interconnection Agreement) constitutes the entire agreement between the Parties relating to the subject matter contemplated by this Agreement and supersedes all prior agreements, whether oral or written.
- 19.4 Counterparts.** This Agreement may be executed in multiple counterparts to be construed as one.
- 19.5 Severability.** If any part, term or provision of this Agreement is held by a Governmental Authority to be unenforceable, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be unenforceable, and a new provision shall be deemed to be substituted in lieu of the provision so severed which new provision shall, to the extent possible, accomplish the intent of the Parties hereto as evidenced by the provision so severed.
- 19.6 Governing Law.** This Agreement shall be governed by, and construed in accordance with, the Laws of the State of Nebraska without regard to conflict of Law principles.
- 19.7 Jurisdiction.** In the event any Party to this Agreement commences a Legal Proceeding in connection with or relating to this Agreement, the Parties hereby:
- 19.7.1 Agree under all circumstances absolutely and irrevocably to institute any Legal Proceeding in a court of competent jurisdiction located within the State of Nebraska, whether a state or federal court; and

19.7.2 Agree that in the event of any Legal Proceeding, the Parties will consent and submit to the personal jurisdiction of any such court located in Nebraska.

19.8 No Third-Party Beneficiaries. Seller and Purchaser agree that no other Person is an intended third-party beneficiary of this Agreement, except as may be provided in a separate instrument executed by both Seller and Purchaser.

19.9 Rules of Construction

19.9.1 The descriptive headings of the various articles, sections and subsections of this Agreement have been inserted for convenience of reference only and shall not be construed as to define, expand, or restrict the rights and obligations of the Parties.

19.9.2 Wherever the term "including" is used in this Agreement, such term shall not be construed as limiting the generality of any statement, clause, phrase or term.

19.9.3 The terms defined in this Agreement shall include the plural as well as the singular and the singular as well as the plural.

19.9.4 Whenever a statute, code, regulation is used in this Agreement, such term shall also include all successor statutes, codes and regulations.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives effective the Day and year first above written.

SELLER

BLUESTEM ENERGY SOLUTIONS, LLC

By: _____

Name: _____

Title: _____

Date: _____

PURCHASER

THE CITY OF SEWARD, NEBRASKA

By: _____

Name: _____

Title: _____

Date: _____

ATTEST for PURCHASER

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

Form of Attestation of Environmental Attributes Renewable Energy Credit [Environmental Attributes] Attestation and Transfer

Bluestem Energy Solutions, LLC ("Seller") hereby sells, transfers and delivers to _____ ("Purchaser") the Renewable Energy Credits ("RECs") [Environmental Attributes], described below associated with the wind Energy generated (as such Energy is defined in the Power Purchase Agreement (the "Agreement"), dated _____, 20____, between Purchaser and Seller). Seller hereby attests and certifies that such wind Energy was delivered to Purchaser's transmission system on or about the date identified and that Seller holds good and merchantable title to the RECs [Environmental Attributes] identified below.

Facility name and location: _____, near _____, Nebraska
Energy Source: Wind
Capacity (MW): _____ MW
Operational Date: _____, 20____

Wind Generator Identification Number: DOE EIA # _____

<u>Dates</u>	<u>MWh generated</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Seller further attests, warrants, and represents as follows:

- i) The information provided herein is true and correct;
- ii) Seller holds good and merchantable title to the RECs [Environmental Attributes] identified for sale herein and that the sale to Purchaser is its one and only sale of the above identified RECs [and the associated Environmental Attributes] referenced herein;
- iii) The Bluestem Energy Solutions Wind Energy Facility generated and delivered to Purchaser's transmission system the wind Energy in the amount indicated as undifferentiated energy; and

Exhibit A

DOCS/1657518.2

- iv) Each of the RECs [Environmental Attributes] associated with the generation of the wind Energy for delivery to Purchaser has been generated and sold from the Bluestem Energy Solutions Wind Energy Facility on or about the date specified above.
- v) The foregoing RECs [Environmental Attributes] and associated RECs [Environmental Attributes] are transferred free and clear of any liens or security interests.

Pursuant to this **Renewable Energy Credit [Environmental Attributes] Attestation and Transfer**, Seller transfers to Purchaser all of Seller's right, title, and interest in and to the RECs [and Environmental Attributes] associated with the generation of the wind Energy for delivery to Purchaser.

BLUESTEM ENERGY SOLUTIONS, LLC

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A

DOCS/1657518.2

SCHEDULE 1

The plant will consist of:

1. One 1.7 MW wind turbines, each having:
 - a. One generator(s) with a rated capacity of 1.7 MW;
 - b. Three (3) - bladed rotor with 103-foot or less diameter;
 - c. One hub;
 - d. One nacelle;
 - e. One top and one bottom controller capable of accepting FAA lighting alarm; and
2. One steel tower(s) for 80meter hub each consisting of two sections and one foundation embedment section.
3. One (1) SCADA system, including:
 - a. One wind park server for monitoring and control as well as for visualization; and
 - b. Corresponding software for the wind park server for collection, storage and reproduction of all data of the turbines which are important for the monitoring and operation of the turbines including visualization tool for online data and data of the collection as well as fault detection.
4. One foundation(s) for the wind turbines meeting the turbine manufacturers' specifications.

Schedule 1

DOCS/1657518.2

City of Seward, NE

Tuesday, May 17, 2016

Regular Session

Item G8

CONSIDERATION OF APPLICATION FOR NEBRASKA PUBLIC POWER DISTRICT APPROVAL TO CONNECT DISTRIBUTED OR LOCAL GENERATION - Bruce Smith

Administrative Report: If City Council approves Power Production Agreement with BlueStem Energy, the City needs to make application to NPPD to connect the wind turbine to the City's electric system.

Following review and discussion, Council to take appropriate action.

Staff Contact:

Nebraska Public Power District Application for NPPD Approval to Connect Distributed or Local Generation

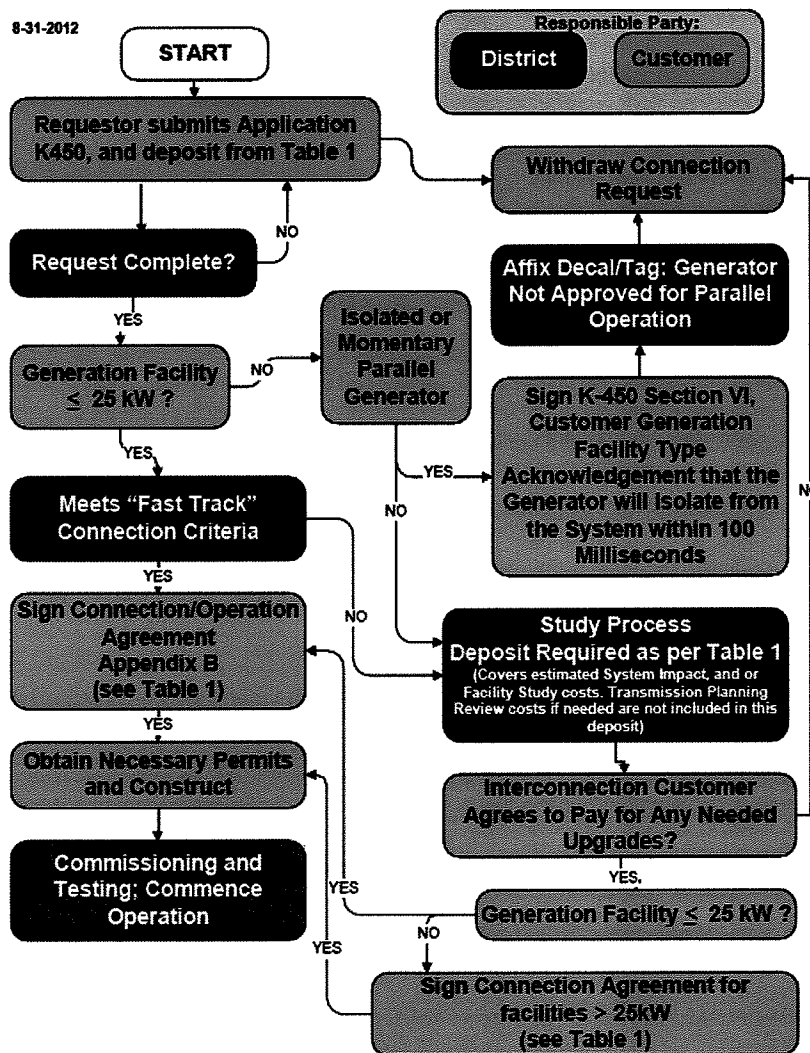
Table of Contents

Application Process (Figure 1)	2
Terms and Conditions for Customer Generation Connection on Qualified & Non-Qualified Facilities >25KW	3
Application and Connection Requirements (Table 1)	4
Form K450 – Application for NPPD Approval to Connect Distributed or Local Generation	5
Site Plan and Schematic Drawings – Samples and Worksheets.....	10
Glossary.....	14
Appendix A – NPPD Approved Customer Generation \leq 25 kW Generator and Inverter List	15
Appendix B –Customer Generation Connection/Operation Agreement on Qualified and Non-Qualified Facilities \leq 25 kW	16

Application Process

The application process is the series of prescribed steps (Figure 1) to be taken by the Interconnection Customer who desires to connect to NPPD's electric system, which includes connection directly to transmission, subtransmission, or distribution facilities owned and/or operated by NPPD, as well as connection of parallel operated generation 500 kW or greater that is connected to another utility's facilities interconnected with NPPD (since this may also impact NPPD's electric system). NPPD requires information such as location, technical and design parameters, and operational and maintenance procedures. Interconnections that create flow and stability issues that impact the transmission system will be required to also comply with NPPD's Facility Connection Requirements document and additional submittals may be required. All generators greater than 5MW must be reported to SPP as per Business Practice Revision BPR0018 Guideline for determining Jurisdiction of SPP Generator Interconnection Procedure. The application forms include the steps that must be taken to properly account for site-specific concerns and address the technical and procedural requirements of the connection standard. In some cases, NPPD may reject the proposed connection for reliability or safety issues.

Figure 1. Application Process
(Some steps may not apply to non-NPPD Interconnection Customers.)



Terms and Conditions for Customer Generation Connection on Qualified & Non-Qualified Facilities >25KW

1. It is the responsibility of the Interconnection Customer to obtain any and all permits and jurisdictional approvals and to comply with all applicable codes such as National Electric Code (NEC), National Fire Protection Association (NFPA), etc.
2. Connection Expenses: The Interconnection Customer shall be responsible for all costs incurred by NPPD for equipment or services that are required for the connection of a Qualified or Non-Qualified Facility.

Connection requests may require System Impact and Facilities Studies. The deposit collected (see Table 1) will be applied to these study fee requirements. If the fee collected exceeds the cost of these studies, the excess will be refunded. The Interconnection Customer will also be responsible for paying the portion of the studies that exceed the amount of the deposit.

If the Interconnection requires Transmission Planning review, costs for this review will be billed separately and an additional deposit of \$25,000 will be required. If the fee collected exceeds the cost of these studies, the excess will be refunded. The Interconnection Customer will also be responsible for paying the portion of the studies that exceed the amount of the deposit.

Other services, deemed to be above and beyond the standard for connection, but which may cause NPPD to perform extra ordinary review or work include, but shall not be limited to: qualified facility site inspection, system control map processing, engineering studies, facility service wire/cable, transformer(s), and appurtenant items. These services are provided at NPPD's discretion and at NPPD's prevailing charge out rates, and the costs associated therewith may be charged and collected prior to energization of the Qualified or Non-Qualified Facility.

3. The Interconnection Agreement for facilities > 25 kW will be a separately drafted document addressing the specific requirements of the generator facility.
4. Customer Generation minimum system protective relays function types for classes 0 and I: 25-Synchronism check, 27-Undervoltage function, 59-Overvoltage function, 81O/U-Over/under frequency. Refer to Table 1 for additional protective relay requirements for generation classes II and III.

(Items below are applicable only if NPPD is the Host Utility)

5. All Distributed and Local Generation, Qualified, and Non-Qualified Facilities shall comply with local electrical inspection jurisdiction prior to energization. Prior to energization, the Interconnection Customer is responsible to provide verification to NPPD that all necessary or required inspections have occurred. If NPPD, in its sole judgment, determines that the installation would be unsafe for the public or employees or agents of NPPD, NPPD reserves the right to refuse connection until the safety-related deficiencies are remedied.
6. NPPD has the right to immediately disconnect the generation facility connection without advance notice or liability if the Customer Generation connection poses a risk to the Customer, NPPD employees, other customers or the general public. The Interconnection Customer is responsible for all costs associated with removal of the physical connection to the NPPD electric system in the event the facility is deemed by NPPD to be non-compliant with applicable safety requirements.
7. Customer Generation Accessibility: Interconnection Customer agrees to allow NPPD access to the Customer Generation facility under both normal and emergency conditions.

I (we), the Interconnection Customer(s), acknowledge receipt of and agree to the Terms and Conditions listed above.

Interconnection Customer Date

Table 1. K450 Application and Connection Requirements

Size ²	Operating Characteristics	Class	Deposit ¹ (System Impact and Facilities Study only)	Connection Agreement	Required Minimum Protective Relays ³
All Sizes	Isolated or Momentary Parallel	N/A	None	K450 Acknowledgement Section VI	
Up to 25 kW	Sustained Parallel operation, w/ or w/o power export	0	None	Appendix B	25, 27, 59, 81O, 81U
>25 kW – 1 MW	Sustained Parallel operation, "line" dependent	I	\$5 x kW Rating	Drafted based on specific Generator requirements.	25, 27, 59, 81O, 81U
>25 kW – 1 MW	Sustained Parallel operation, "self" dependent	II	\$5 x kW Rating	Drafted based on specific Generator requirements. ⁴	25, 27, 59, 81O, 81U, 67, 67N
>1 MW – 5 MW	Sustained Parallel Operation	II	\$5 x kW Rating	Drafted based on specific Generator requirements. ⁴	25, 27, 59, 81O, 81U, 67, 67N
>5 MW	Sustained Parallel Operation	III	\$25,000	Drafted based on specific Generator requirements. ⁵	25, 27, 59, 81O, 81U, 67, 67N, 32

Note (1) - Deposit collected will be applied to study fee requirements. If the deposit collected exceeds the cost of the System Impact and Facilities Studies, the excess will be refunded to the Customer. Likewise, the Customer will also be responsible for paying the portion of study costs that exceed the deposit collected.

Note (2) - If the Interconnection requires Transmission Planning review, costs for this review will be billed separately and an additional deposit of \$25,000 will be required. If the fee collected exceeds the cost of these studies, the excess will be refunded. The Interconnection Customer will also be responsible for paying the portion of the studies that exceed the amount of the deposit.

Note (3) – Number represents ANSI Standard Device Designation for electric protective relays. Definitions for applicable relay numbers are listed below:

- **25 – Synchronizing or Synchronism-Check Device** is a device that operates when two a-c circuits are within the desired limits of frequency, phase angle, or voltage, to permit or to cause the paralleling of these two circuits.
- **27 – Undervoltage Relay** is a relay that functions on a given value of under-voltage.
- **32 – Directional Power Relay** is a device that functions on a desired value of power flow in a given direction or upon reverse power resulting from arcbreak in the anode or cathode circuits of a power rectifier.
- **59 – Overvoltage Relay** is a relay that functions on a given value of over-voltage.
- **67 – A-C Directional Overcurrent Relay** is a relay that functions on a desired value of a-c over-current flowing in a predetermined direction. (N denotes Neutral)
- **81 – Frequency Relay** is a relay that functions on a predetermined value of frequency (either under (U) or over (O) or on normal system frequency) or rate of change of frequency.

Note (4) – Level II Customer Generation Facilities may require documents submitted bear the stamp of a Professional Electrical Engineer registered in Nebraska.

Note (5) – Level III Customer Generation Facilities will require documents submitted bear the stamp of a Professional Electrical Engineer registered in Nebraska

Form K450

**Nebraska Public Power District
Application For NPPD Approval
to Connect Distributed or Local Generation**

Submit completed Application to your local NPPD office (Call 1-877-ASK-NPPD for the nearest location).

The Distributed Generation or Local Generation (both referred to throughout this document as Customer Generation) Interconnection Customer requests NPPD approval to connect generation equipment with the NPPD-operated electric system.

NPPD Office Use Only	Notification No.:
	NPPD Account No.:
	Host Utility:

I. Customer Generation Facility Information:

Interconnection Customer: City of Seward Electric Department

Service Address: 1345 River St City: Seward State: NE Zip Code: 68434

Mailing Address: 1345 River St City: Seward State: NE Zip Code: 68434

Day Phone: 402-643-3151 Night Phone: _____ Fax: 402-643-3151

Email: _____

II. Facility Design / Engineering (If applicable):

Company: Consulting Engineers Group, Inc.

Representative: Vince Granquist

Address: 21210 Eaton Ave., Ste C City: Farmington State: MN Zip Code: 55024

Phone: 651-463-6350 Fax: 651-463-6179 Email: VGranquist@ceg-engineers.com

III. Customer Generation Facility Electrical Contractor:

Company: Bluestem Energy Solutions

Representative: Matt Robinette

Address: 4361 Lafayette Ave City: Omaha State: NE Zip Code: 68131

Phone: 402-553-1804 Fax: _____ Email: mrobinette@blstem.biz

IV. Customer Generation Equipment Information:

Describe installation including number and type of generating units and inverters. Attach manufacturer's data.

GE 1.715 MW Wind turbine generator, quantity 1 connecting to City of Seward Walker Substation_____

Electrical Panel Size and Voltage: _____

Generator Manufacturer(s)/Model(s): _____

UL Certification Section: N/A_____

V. Schedule:

NPPD requires sixty (60) days notice prior to installation and connection for Qualified Facilities \leq 25 kW. Connection of Qualified Facilities > 25 kW & all Non-Qualified Facilities Installations may exceed sixty (60) days, based on the proposed connection location.

Date scheduled for start of installation/construction: TBD

Date scheduled for completion of installation/construction: TBD

VI. Customer Generation Facility Type (see Glossary for Definitions) :

☐ Distributed Generation ☒ Local Generation

Size:

☐ 25 kW or less ☐ 26 kW to < 500 kW ☒ 500 kW to < 2 MW ☐ 2 MW to < 5 MW ☐ 5 MW or greater

Qualified Facility Type:

☐ Methane ☒ Wind ☐ Solar ☐ Biomass ☐ Hydro ☐ Geothermal ☐ Other

☐ Non-Qualified Facility

Emergency Backup Generation Only:

☐ Yes ☒ No

Sustained Parallel Operation:

☒ Yes ☐ No

(Parallel is described as simultaneous to NPPD electric service.)

Isolated or Momentary Parallel Operation:

☐ Yes ☒ No

(Interconnection Customer must demonstrate the Generator will isolate from the system within 100 milliseconds as per IEEE Standard 1547.1.3.)

If **yes**, please review and acknowledge the following statement with signature. This completes this application. Please submit to NPPD office.

I (we), the Interconnection Customer(s), acknowledge and confirm controls will not be modified without prior notification to and approval from NPPD. NPPD reserves the right to verify or request additional documentation regarding Momentary Parallel requirements.

Interconnection Customer Date

Distribution Superintendent Printed Name Date

If **no**, please complete remainder of application before submitting to NPPD office.

VII. Generator Information and Ratings (indicate per unit/combined)Type: ☐ Synchronous ☒ Induction ☒ Inverter/Converter TechnologyConstruction: ☐ Single ☒ Three phase

Ratings: The rated KW, KV, and % power factor nameplate values for the generator. The rated power factor is the power factor output of the machine at rated KW and KV.

1,715 KW 0.69 KV -0.95 to +0.95 % Power Factor

Power Factor: ☐ Fixed ☒ VariableGenerator VARs: ☒ Supply to the system ☒ Absorb from the systemExciter: ☐ The ratio of the PT connected to the exciter, required for a synchronous generator only.

Impedance (% on generator ratings) for synchronous or induction units only: The winding impedances used in unbalanced load-flow calculations specified in percent, based on the machine's rating. X_d'' and X'' are the subtransient reactances of synchronous and induction machines respectively. These are the impedances seen looking into the machine at the instance of a fault.

R1 0.00189ohm X1: 1.22 ohm X_d'' ☐ (synchronous machine)R0 53.0 ohm X0: 0.028 ohm X'' 0.2pu (induction machine)

Generator Step Transformer Nameplate Ratings (if required):

Rated KVA: 2,000 KVA OA Rating

Impedance: 5.75 % Z

Resistance: 0.6 % R

No Load Losses: 2.8 KW

High Side KV: 34.5 kV (Winding rating for single phase, KV line to line for 3 phase)

High Side Connection (3 phase only): ☐ Wye-Gnd ☐ Wye ☒ Delta

Low Side KV: 0.69 kV (Winding rating for single phase, KV line to line for 3 phase)

Low Side Connection (3 phase only): ☒ Wye-Gnd ☐ Wye ☐ Delta

(Information above is the minimum required. Based on the specific installation, additional information may be required.)

VIII. Submittals

Submit the following documents with this Application. Class II and III Customer Generation facilities, as determined by Note 4 and 5 of Table 1, will require documents submitted bear the stamp of a Professional Electrical Engineer registered in Nebraska showing compliance with standards under the National Electric Code, National Electric Safety Code, Institute of Electric and Electronic Engineers and the Underwriters Laboratory.

Site Plan

A site plan of the proposed Customer Generation facility and/or installation indicating installed generation equipment locations. Include GPS coordinates of generator(s) and tower heights.

(See sample drawing included in this document.)

Schematic Diagram

An electrical schematic diagram of the proposed generator installation on the Interconnection Customer's electrical system, noting all bus voltages, conductor properties, generating equipment, connection point(s), and connection disconnecting device(s).

(See sample drawing included in this document.)

Comments:

The electrical schmatic diagram is attached (Dwg: SEW-OL-01RA).

IX. Authorization

FOR THE CONTRACTOR

RESPONSIBLE FOR THE DESIGN: Signature _____
 Print Name _____
 Title _____
 Signed this _____ Day of _____ , _____

FOR THE GENERATION FACILITY INTERCONNECTION CUSTOMER:

Signature _____
 Print Name _____
 Title _____
 Signed this _____ Day of _____ , _____

FOR THE HOST UTILITY (if other than NPPD):

Signature _____
 Print Name _____
 Title _____
 Signed this _____ Day of _____ , _____

FOR CLASS 0 FACILITIES, NPPD ACKNOWLEDGEMENT OF APPLICATION RECEIPT:

(DISTRIBUTION SUPERINTENDENT)

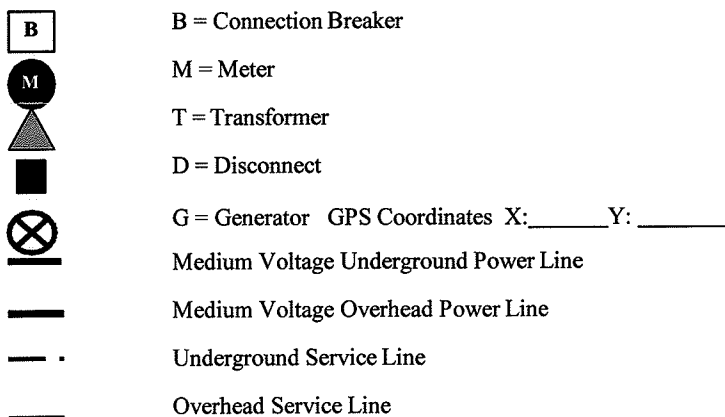
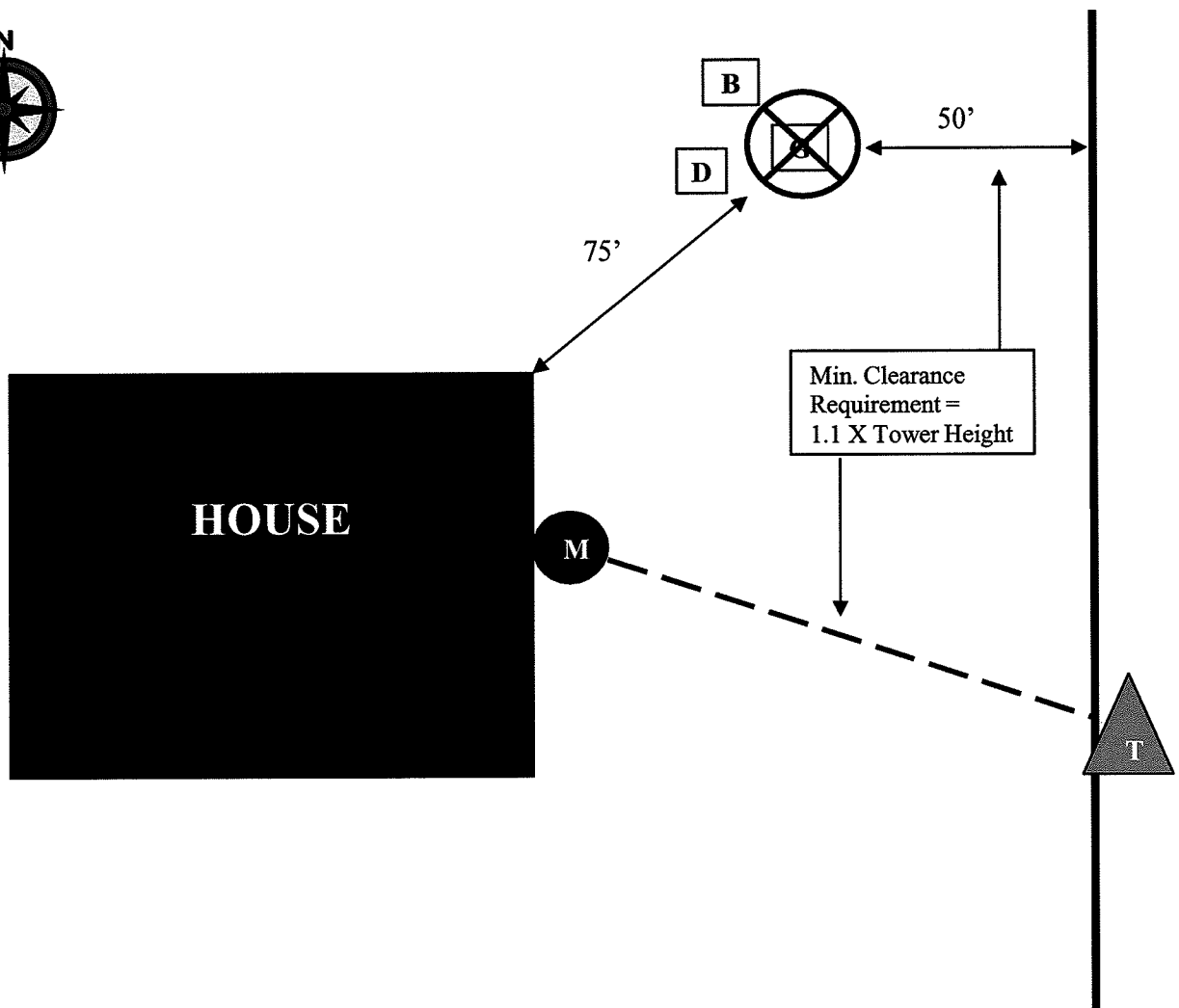
Signature _____
 Print Name _____
 Title _____
 Signed this _____ Day of _____ , _____

FOR CLASS I-III FACILITIES, NPPD APPROVAL (if a Generation Interconnection Agreement is not required):

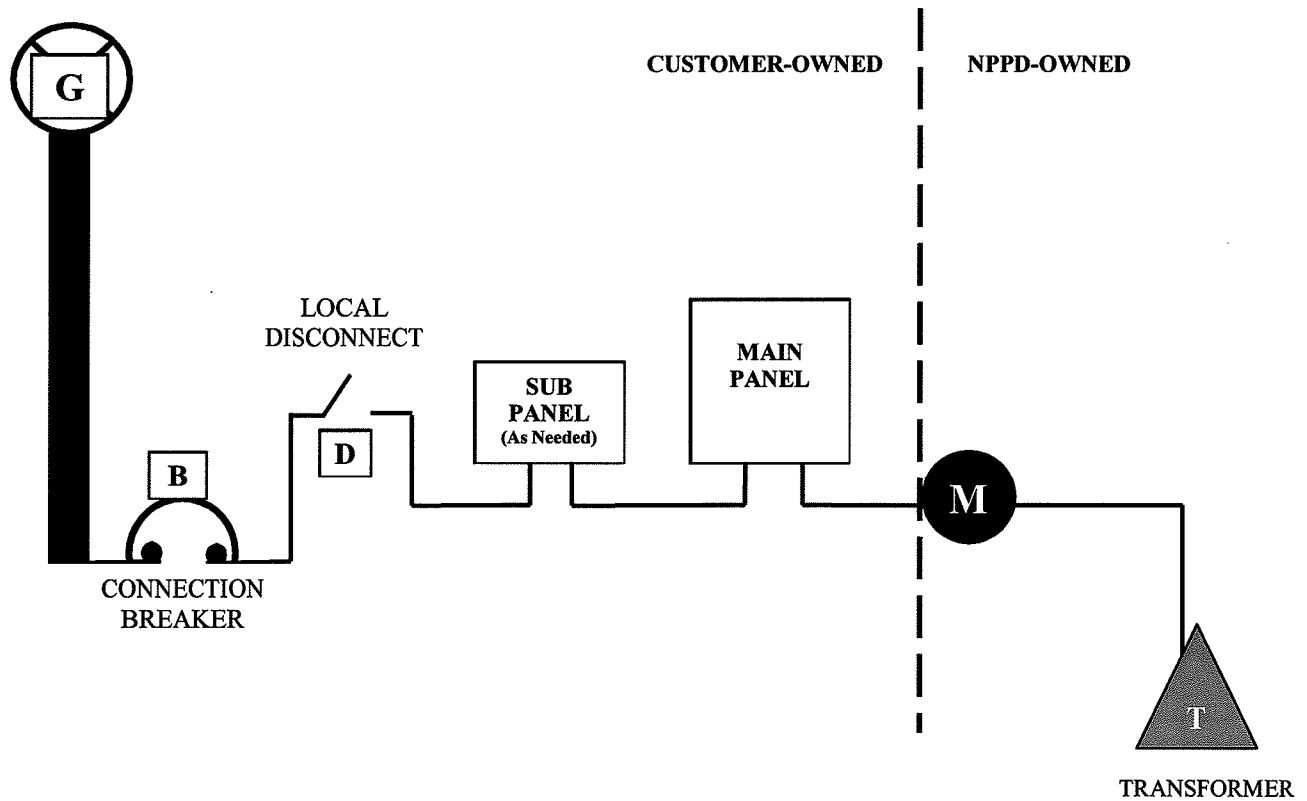
(T & D ASSET MANAGER)

Signature _____
 Print Name _____
 Title _____
 Signed this _____ Day of _____ , _____

SITE PLAN SAMPLE



ELECTRICAL SCHEMATIC SAMPLE












Panel Size _____ (For installations greater than 25kW, a more detailed facility one-line may be required.)

Check-Mark All Protective Devices at Connection "B"

- | | | | |
|--|---|--|--|
| <input type="checkbox"/> 21: Distance function | <input checked="" type="checkbox"/> 25: Synchronism check | <input checked="" type="checkbox"/> 27: Undervoltage function. | <input type="checkbox"/> 32: Reverse Power Function |
| <input type="checkbox"/> 46: Reverse Phase | <input type="checkbox"/> 47: Phase Sequence | <input type="checkbox"/> 50: Instantaneous overcurrent | <input type="checkbox"/> 50G/50N: Inst. Grnd overcurrent |
| <input checked="" type="checkbox"/> 51: Inverse time overcurrent | <input checked="" type="checkbox"/> 51G/51N: Inv. Grd overcurrent | <input type="checkbox"/> 52: Circuit breaker | <input type="checkbox"/> 59: Overvoltage function |
| <input type="checkbox"/> 67: Directional overcurrent | <input type="checkbox"/> 67G/67N: Directnl Grd overcurrent | <input type="checkbox"/> 68: Out-of-step function | <input type="checkbox"/> 81: Frequency function |
| <input type="checkbox"/> 81O/U: Over/under frequency | <input type="checkbox"/> 81R: Rate-of-change frequency | <input type="checkbox"/> 86: Lockout relay | <input type="checkbox"/> 94: Auxiliary tripping relay |

REQUIRED MINIMUM PROTECTIVE RELAYS FOR ALL CLASSES. SEE TABLE 1 FOR ADDITIONAL REQUIREMENTS FOR CLASS II AND III

CUSTOMER SITE PLAN

-  B = Connection Breaker
-  M = Meter
-  T = Transformer
-  D = Disconnect
-  G = Generator GPS Coordinates X: Y:
-  Medium Voltage Underground Power Line
-  Medium Voltage Overhead Power Line
-  Underground Service Line
-  Overhead Service Line

CUSTOMER ELECTRICAL SCHEMATIC

Check-Mark All Protective Devices at Connection "B"

- | | | | |
|--|---|--|--|
| <input type="checkbox"/> 21: Distance function | <input type="checkbox"/> 25: Synchronism check | <input checked="" type="checkbox"/> 27: Undervoltage function. | <input type="checkbox"/> 32: Reverse Power Function |
| <input type="checkbox"/> 46: Reverse Phase | <input checked="" type="checkbox"/> 47: Phase Sequence | <input type="checkbox"/> 50: Instantaneous overcurrent | <input type="checkbox"/> 50G/50N: Inst. Grnd overcurrent |
| <input checked="" type="checkbox"/> 51: Inverse time overcurrent | <input checked="" type="checkbox"/> 51G/51N: Inv. Grd overcurrent | <input checked="" type="checkbox"/> 52: Circuit breaker | <input type="checkbox"/> 59: Overvoltage function |
| <input type="checkbox"/> 67: Directional overcurrent | <input type="checkbox"/> 67G/67N: Directnl Grd overcurrent | <input type="checkbox"/> 68: Out-of-step function | <input checked="" type="checkbox"/> 81: Frequency function |
| <input type="checkbox"/> 81O/U: Over/under frequency | <input type="checkbox"/> 81R: Rate-of-change frequency | <input type="checkbox"/> 86: Lockout relay | <input type="checkbox"/> 94: Auxiliary tripping relay |

REQUIRED MINIMUM PROTECTIVE RELAYS FOR ALL CLASSES. SEE TABLE 1 FOR ADDITIONAL REQUIREMENTS FOR CLASS II AND III

Glossary

Customer Generation (or Customer Generator or CG) – Any Distributed Generation or Local Generation.

Distributed Generation (or Distributed Generator or DG) – A generator (or group of generators) designed to produce electrical energy to serve local load, typically located on the end-use customer's side of the meter. If more than one generator is located in the same installation, the aggregate nameplate rating of all generators shall be used in determining the applicable requirements and provisions.

Emergency Backup Generation (or Emergency Backup Generator) – A generator(s) that is used by an end-use customer only when the utility's electric service is interrupted or when the generator is being tested.

Host Utility – The utility electric system to which the Customer Generator is physically connected.

Interconnection Customer – The customer with a distributed or local generation connection to NPPD's electric system, or connection to an NPPD Wholesale Customer's system that may impact NPPD's electric system.

Isolated – Type of connection and operation in which an Interconnection Customer's and the utility's electrical systems are never operating in Sustained Parallel or Momentary Parallel.

Local Generation (or Local Generator or LG) - A generator (or group of generators), designed to produce electrical energy for wholesale sales, that is not classified by NPPD as Distributed Generation. If more than one generator is located in the same installation, the aggregate nameplate rating of all generators shall be used in determining the applicable requirements and provisions.

Momentary Parallel – Type of connection and operation in which an Interconnection Customer's and the utility's electrical systems are tied together and operating in Parallel for no more than 100 milliseconds.

Non-Qualifying (or Non-Qualified) – Does not meet the definition of a Qualifying Customer Generation facility.

Qualifying (or Qualified) – Satisfies the criteria for qualifying status for small power production facilities and cogeneration facilities as set forth in the Federal Energy Regulatory Commission's (FERC) regulations (18 CFR Part 292, as amended), and that has either followed the FERC's self-certification process or has applied for and received FERC certification as a qualifying facility.

Study Process - Consists of the minimum engineering review, the system impact study, and the facilities study. At an initial meeting, the parties shall determine whether a minimum engineering review is needed, or the parties shall proceed directly to a system impact study, or a system upgrade study (referred to by FERC as a facilities study), or a connection agreement.

Sustained Parallel (or Parallel) – Type of connection and operation in which an Interconnection Customer's and the utility's electrical systems are tied together electrically, operating at matching phase rotation with matching voltage and frequency, and are electrically synchronized with each other.

Appendix A**NPPD Approved Customer Generation ≤ 25 kW
Generator and Inverter List**
(Not applicable to Non-NPPD customers)

Description	Model	Renewable Source	UL Rating	KW	Date Approved
ABB / fka Power-One (Aurora)	PVI-4.2-OUTD-US	Photovoltaic	1741 / CSA-2708412	4.200	03/26/2013
ABB / fka Power-One (Aurora)	PVI-6000-OUTD-US-A	Photovoltaic	1741 / CSA-2708412	6.000	03/24/2014
ABB / fka Power-One (Aurora)	PVI-6000-OUTD-US-W	Wind	1741 / CSA-2708412	6.000	06/15/2011
ABB / fka Power-One (Aurora)	PVI-12.5	Photovoltaic	1741 / CSA-2708412	12.500	07/29/2013
Bergey Windpower	AMFA-27	Wind	UL1741 / QIKH.E317627	12.000	04/10/2013
Bergey Windpower	AMFA-29	Wind	UL1741 / QIKH.E317627	10.400	04/10/2013
Enphase Energy	M175-24-240-S01	Photovoltaic or Wind	1741 / CSA-240080	0.175	03/24/2011
Enphase Energy	M175-24-240-S02	Photovoltaic or Wind	1741 / CSA-240080	0.175	03/24/2011
Enphase Energy	M175-24-208-S01	Photovoltaic or Wind	1741 / CSA-240080	0.175	03/24/2011
Enphase Energy	M175-24-208-S02	Photovoltaic or Wind	1741 / CSA-240080	0.175	03/24/2011
Enphase Energy	M215-60-2LL-S22/S23	Photovoltaic or Wind	1741 / CSA-240080	0.215	01/19/2012
Ningbo Ginlong	GCI-2K	Photovoltaic or Wind	1741 / Intertek 3186984	2.000	07/08/2010
Outback	GTFX-2524	Photovoltaic or Wind	1741 / Intertek	2.500	02/07/2011
Schuco / SMA	SWR1800U	Photovoltaic	1741 / E330683	1.800	06/24/2011
Skystream	3.7	Wind		2.400	09/01/2009
SMA America	SI-4248U	Photovoltaic or Wind	1741 / Intertek	4.200	10/04/2011
SMA Solar Technology AG	SB-3000US	Photovoltaic or Wind	1741 / QIKH.E210376	3.000	07/01/2010
SMA Solar Technology AG	SB-5000US	Photovoltaic or Wind	1741 / QIKH.E210376	5.000	09/09/2011
SMA Solar Technology AG	SB-6000US	Photovoltaic or Wind	1741 / QIKH.E210376	6.000	08/12/2010
SMA Solar Technology AG	SB-7000US	Photovoltaic or Wind	1741 / QIKH.E210376	7.000	08/12/2010
SMA Solar Technology AG	SB-9000TL-US	Photovoltaic or Wind	1741 / QIKH.E210376	9.000	10/11/2011
SMA Solar Technology AG	SB-10000TL-US	Photovoltaic or Wind	1741 / QIKH.E210376	10.000	03/21/2012
SMA Solar Technology AG	WB-3000-US	Photovoltaic or Wind	1741 / QIKH.E210376	3.000	10/11/2011
SolarEdge Technologies	SE6000A-US	Photovoltaic or Wind	ETL/UL1741	6.000	10/16/2012
Xantrex	XW4024	Photovoltaic or Wind	1741 / CSA-086581_0_000	4.000	01/10/2011

Note: Installations with multiple inverter units will require isolation transformers.

Appendix B
(Applicable only if NPPD is the Host Utility)

**Customer Generation Connection/Operation Agreement
on Qualified & Non-Qualified Facilities \leq 25 kW**

1. All Distributed and Local Generation, Qualified, and Non-Qualified Facilities shall comply with local electrical inspection jurisdiction prior to energization. It is the responsibility of the Interconnection Customer to obtain any and all permits and jurisdictional approvals and to comply with all applicable codes such as National Electric Code (NEC), National Fire Protection Association (NFPA), etc. Prior to energization, the Interconnection Customer is responsible to provide verification to NPPD that all necessary or required inspections have occurred and permits received. NPPD reserves the right to refuse connection until the safety-related deficiencies are remedied.
2. The Interconnection Customer shall be responsible for all costs incurred by NPPD for equipment or services that are required for the connection of a Qualified or Non-Qualified Facility; but excluding the cost of bi-directional metering for Qualified Facilities.
3. Other services, deemed to be above and beyond the requirements for connection, but which may cause NPPD to perform extra ordinary review or work are services provided at NPPD's discretion and at NPPD's prevailing charge out rates, and the costs associated therewith may be charged and collected prior to energization of the Qualified or Non-Qualified Facility.
4. At no time will the new Interconnection Customer equipment be allowed to operate in parallel connected to the NPPD system until this "Customer Generation Connection/Operation Agreement" is executed between the Interconnection Customer and NPPD.
 - For Qualified & Non-Qualified Facilities \leq 25kW Form K450 serves as the request for authorization and construction of a Customer Generation Facility Connection. Appendix B serves as the Connection and Operations Agreement. Both documents are to be signed prior to the Customer Generation Facility being connected to the NPPD System.
 - All Interconnection Customer(s) shall be liable for any and all damages and expenses incurred by NPPD and its other customers due to the unauthorized or improper closed transition operation of the Interconnection Customer's Customer Generation with NPPD's system. NPPD reserves the right to immediately disconnect the generation facility connection without advance notice or liability if the Customer Generation poses a risk to the Customer, NPPD employees, other customers or the general public. The Interconnection Customer is responsible for all costs associated with the removal of the physical connection to the NPPD electric system facility in the event the facility is deemed by NPPD to be non-compliant with applicable safety requirements.
 - Interconnection Customer agrees to allow NPPD access to the Customer Generation facility under both normal and emergency conditions.
5. Pricing shall be determined by the applicable NPPD retail rate schedules.

Appendix B (continued)

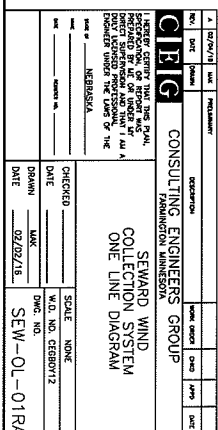
FOR THE GENERATION FACILITY
INTERCONNECTION CUSTOMER:

Signature _____
Print Name _____
Title _____
Signed this _____ Day of _____ , _____

NPPD FINAL APPROVAL:

(TRANSMISSION & DISTRIBUTION ASSET MANAGER)

Signature _____
Print Name _____
Title _____
Signed this _____ Day of _____ , _____





City of Seward, NE

Tuesday, May 17, 2016

Regular Session

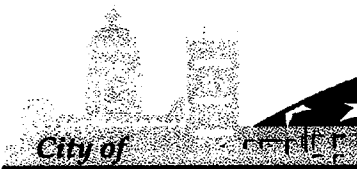
Item G9

PROJECT UPDATE AND DISCUSSION REGARDING THE PROPOSED BLUE RIVER PET RESCUE ANIMAL SHELTER - Dr. Dan Ellis

Administrative Report: Dr. Ellis will be updating the City Council on the conversations and meetings that have taken place with County officials and others regarding the Blue River Pet Rescue project. Dr. Ellis will also discuss the next steps and the level of support from the City that will be necessary to move this project forward. This includes financing the construction of the facility and the on-going operations and maintenance requirements.

Following review and discussion, Council to determine appropriate action, if any.

Staff Contact:



SEWARD

P.O. Box 38 • 537 Main Street
Seward, Nebraska 68434
Phone 402-643-2928
Fax 402-643-2087

PUBLIC REQUEST FOR COUNCIL AGENDA ITEM OR ADMINISTRATIVE ACTION

DATE: 5/9/16
NAME: Daniel Ellis
ADDRESS: 1187 Augusta Dr
EMAIL ADDRESS: dellisdm@gmail.com TELEPHONE NO. 402 641-4287

EXPLANATION OF REQUEST:

Seek to have city form "task force" with county to explore support for animal shelter to be built by Blue River Pet Rescue

ACTION REQUESTED:

Formation of joint committee with county consisting of representatives of city council and county commissioners

Will this agenda item require the expenditure of funds? Yes ___ No ___
Unknown ☒

D. W. Ellis
(Signature of requester)

Daniel W. Ellis
(Print Name)

Council meetings are held on the 1st & 3rd Tuesdays of every month. All requests for the Agenda must be submitted by noon on the Wednesday preceding the Council meeting, any item received after this time would have to be of an emergency nature. Once a request is received, Administration will review it and determine whether or not it requires Mayor/Council action, or whether it is an item that needs to be handled by staff.

Received by: Bonnie Otte
(City employee)

Date: 5/9/16

City of Seward, NE

Tuesday, May 17, 2016

Regular Session

Item G10

CONSIDERATION OF A RESOLUTION DESIGNATING DISABLED PERSONS PARKING SPACE IN THE OFF-STREET PARKING AREA AT THE CORNER OF 7TH STREET AND JACKSON AVENUE - John Hughes

Administrative Report: A citizen requested a handicap/disabled parking place at the Municipal Building. The proposed disabled parking space will be located on the east side of North 7th Street in the off-street parking area south of the south curb line of Jackson Avenue.

Following review and discussion, a motion to approve the resolution would be in order.

Staff Contact:

RESOLUTION NO.

WHEREAS, Section 5-429 and 5-429.01 of the City Code of the City of Seward, Nebraska provides that the City may designate parking spaces for the exclusive use of handicapped or disabled persons whose vehicles display the distinguishing license plate or permit issued to such individuals pursuant to Neb. Rev. Stat. Sections 60-3113 to 60-3,113.08, such other handicapped or disabled persons as certified by the Governing Body whose vehicles display such identification as determined by the Department of Motor Vehicles, and such other motor vehicles as certified by the Governing Body which display such identification, and

WHEREAS, it is necessary or desirable to designate parking spaces for the exclusive use of handicapped or disabled persons at the location hereinafter designated in the City of Seward, Nebraska:

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

1. No vehicle shall be parked or permitted to stand or stop, whether attended or unattended at any time at the following locations except those designated and used exclusively for handicapped or disabled persons:
 - a. One 2-hour limit diagonal parking space with access aisle fourteen feet (14') in width located on the east side of North 7th Street in the off-street parking starting 32 feet south of the south curb line of Jackson Avenue thence south 14 feet;

2. The above designated parking space shall be indicated by a sign which is in conformance with the most current edition of the Highway Administration Manual on Uniform Traffic Control Devices for streets and highways and such other appropriate lines and markings shall be placed at said locations as are authorized by the City Code of the City of Seward, Nebraska.

3. All previous resolutions in conflict with the resolution as they relate to the above described locations are hereby revoked.

The Mayor declared the resolution adopted.

Dated: May 17, 2016

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

Bonnie Otte
Administrator Assistant/
City Clerk-Treasurer/
Budget & Human Resource Director

City of Seward, NE

Tuesday, May 17, 2016

Regular Session

Item G11

CITY ADMINISTRATOR'S REPORT- Bruce Smith

Administrative Report: The City Council will receive an update on capital and other on-going projects.

Staff Contact:

CITY ADMINISTRATORS REPORT - 5-17-16

- Department head meetings as well as many individual meetings with employees and members of the public throughout the weeks.
- Attended the 5/3 Council Meeting.
- Continuing discussions with Blue Stem on the proposed wind turbine.
- The Mayor and I met with a fiber optic company about bringing fiber to the entire City.
- Attended a Downtown Business Owners meeting.
- Met with Jonathan Jank of SCCPD to discuss several projects in Seward.
- Will have a meeting with school officials and city officials on the Star Street drainage issues.
- Bonnie and I are working with our bond company, getting information to them for the Electric Bond Issue.
- Had a meeting with the Mayor, Council President, a County Commissioner, and rep for Blue River Pet Rescue to discuss the proposed animal rescue.
- Attended the National Day of Prayer luncheon.
- Attended the CRA and LB840 meetings.
- Attended the safety committee meeting.
- Working on the 2016-2017 Budget.

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

- Patching streets.
- Mowing of dikes and right-of-way's.
- Concrete removal and replacement on N. 3rd Street.
- Patching and sealcoating the parking lots at swimming pool and golf course.
- Sweeping streets.
- Painting crosswalks.
- Equipment repairs.
- Hooked up secondary at Bottle Rocket.
- Inspecting substations
- Continuing the installation of LED street lights.
- Working on CNG project.
- Doing background investigations on police officer candidates.
- Had a radio communications and E911 budget meetings in Milford.
- Seward County Justice Center inspections.
- Plan reviews on CU - Ruth Dormitory remodel.
- Working on updating property maintenance code violation list.
- Attended the planning commission meeting.
- Working on Code Red.
- Golf Leagues started 5/12.
- Salt Dogs exhibition game was held on 5/12.
- Spraying fields and parks for weeds.
- Had a SELS Friends of the Library fundraiser.
- Had SELS Training Extravaganza at the Library.
- Have started filling the pool.
- Working on repairs to the muffin monster at the WWTP.
- Clean up of an abandon well site.
- DHHS was out to do a walk thru at well site for SW3.

- Jetting sewers.
- General maintenance of all facilities, doing utility locates.
- Closed in abandoned well at golf course.
- Finishing up targets.
- Advertising for replacing Barb Pike on the City Council, Ward 4.
- Interviews for the Public Properties Caretaker I position are ongoing.
- National Guard property transfer is complete.
- Working on agenda for 5/17 council meeting.
- Still taking applications for the accountant position.
- Working with General Code - Municipal Code updates.
- All departments are working on their 2016/17 budgets.

City of Seward, NE

Tuesday, May 17, 2016

Regular Session

Item G12

**PRESENTATION TO RESIGNING COUNCILMEMBER BARB
PIKE FOR HER YEARS OF SERVICE ON THE SEWARD CITY
COUNCIL - Mayor Eickmeier**

Staff Contact:

City of Seward, NE

Tuesday, May 17, 2016

Regular Session

Item G13

**CONFIRMATION OF MAYOR EICKMEIER'S APPOINTMENT
OF KARL MILLER AS COUNCILMEMBER OF WARD 4 TO
REPLACE RESIGNING COUNCILMEMBER BARBARA PIKE
- Mayor Eickmeier**

Oath of Office of Councilmember Karl Miller

Staff Contact:

City of Seward, NE

Tuesday, May 17, 2016

Regular Session

Item G14

CONFIRMATION OF MAYOR'S APPOINTMENTS - Mayor Eickmeier

Appointment of Karl Miller to serve on the Personnel, Finance, Audit Committee (replace Barb Pike)

Appointment of Karl Miller to serve on the Seward Foundation (replace Barb Pike)

Appointment of Karl Miller to serve on the LB840 Sales Tax Application Review Committee (replace Barb Pike)

Appointment of Karl Miller to serve on the Rail Campus Committee (replace Barb Pike)

Staff Contact:

City of Seward, NE

Tuesday, May 17, 2016

Regular Session

Item G15

ANNOUNCEMENT OF UPCOMING EVENTS - Mayor Eickmeier

June 3 - Mayor's Glow Ball Classic - Seward Community Golf Course - Dusk

Staff Contact:

City of Seward, NE

Tuesday, May 17, 2016

Regular Session

Item G16

FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE ACTION - Mayor Eickmeier

Administrative Report: This item is to allow Council members an opportunity to request future agenda items. To remain in compliance with the open meetings law, no discussion of an item will be allowed beyond what is necessary to clarify the request.

Staff Contact:

City of Seward, NE
Tuesday, May 17, 2016
Regular Session

Item G17

MOTION TO ADJOURN

Staff Contact: