

**AGENDA**  
**AMENDED MARCH 16, 2015, 5:30 P.M.**  
**SEWARD CITY COUNCIL MEETING**  
**Tuesday, March 17, 2015 @ 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, March 17, 2015, 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 MARCH 3, 2015.**

**2. CONSIDERATION OF CONSENT AGENDA**

- A. Claims & Payables Reports
- B. City Clerk-Treasurer Report
- C. City Codes Director Report
- D. Police Department Report
- E. Seward County Economic Development Corporation Director's Report
- F. Infrastructure Cost Items Reimbursable Back to the City

**3. PUBLIC HEARING - 7:00 P.M. - CONSIDERATION OF A PRELIMINARY PLAT TITLED WEB 4TH ADDITION - John Hughes**

- 4. PUBLIC HEARING - 7:00 P.M. - CONSIDERATION OF A VOLUNTARY ANNEXATION OF WEB 4TH ADDITION - John Hughes**
  - A. Consideration of an Ordinance (First Reading) Approving the Voluntary Annexation of Web 4th Addition
- 5. CONSIDERATION OF ENGAGEMENT LETTER WITH WOODS & AITKEN LAW FIRM TO ALLOW JERRY PIGSLEY TO CONTINUE AS CITY'S LABOR ATTORNEY - Atty Jerry Pigsley**
- 6. CONSIDERATION OF A RESOLUTION REDUCING SPEED LIMIT THROUGH BLUE VALLEY CAMPGROUND TO 15 MILES PER HOUR - John Hughes**
- 7. CONSIDERATION OF A RESOLUTION AUTHORIZING THE LEASE/PURCHASE AND/OR FINANCE OF EQUIPMENT THROUGH CATERPILLAR FINANCIAL SERVICES CORPORATION - John Hughes**
- 8. CONSIDERATION OF A RESOLUTION APPROVING A LEASE/PURCHASE AND/OR FINANCING AGREEMENT WITH HAMILTON EQUIPMENT COMPANY FOR EQUIPMENT - John Hughes**
- 9. CONSIDERATION OF A RESOLUTION FILING A PROPERTY LIEN FOR UNPAID WATER AND WASTEWATER SERVICES - Bonnie Otte**
- 10. CAPITAL PROJECTS UPDATE - John Hughes**
- 11. FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE ACTION - Mayor Eickmeier**
- 12. ANNOUNCEMENT OF UPCOMING EVENTS - Mayor Eickmeier**
  - A. 2015 Arbor Day Celebration - Independence Landing - Thursday, April 23, 2015 at 1:00 p.m.
  - B. July 4th Celebration
- 13. MOTION TO ADJOURN**

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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 16th day of March, 2015.

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

**City of Seward, NE**  
**Tuesday, March 17, 2015**  
**Regular Session**

**Item G1**

**CONSIDERATION OF APPROVAL OF DRAFT MINUTES OF  
MARCH 3, 2015.**

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

**Staff Contact:**

March 3, 2015

The Seward City Council met at 7:00 p.m. on Tuesday, March 3, 2015, 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: Charles Lieske, Ellen Beck, Sid Kamprath, Dean Fritz, Barbara Pike, John Singleton, Chris Schmit, Dick Hans. Other officials present: Interim City Administrator Jack Vavra and City Attorney Kelly Hoffschneider. Absent: None.

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 Resolution Number 14-99, which was adopted on the 17th day of August, 1999; said method stating that the notice of such meeting, with the agenda thereon, be posted in the following places: City Hall, County Courthouse 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 in the front window 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 FEBRUARY 17, 2015 COUNCIL MEETING

Councilmember Pike moved, seconded by Councilmember Singleton, that the minutes of the February 17, 2015 City Council meeting be approved.

Aye: Schmit, Hans, Lieske, Beck, Kamprath, Pike, Singleton, Fritz

Nay: None

Absent: None. Motion carried.

#### 2. CONSENT AGENDA CONSIDERATION ITEMS

Councilmember Pike moved, seconded by Councilmember Singleton, 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

3-3-15

#### 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.

Payroll

170,427.36

Kriz-Davis Co, CI

8,822.15



March 3, 2015

Sam's Club, Su	571.70
Aesseal, Re	1,066.31
Alliance Technologies, Se	3,790.00
Black Hills Energy, Ut	1,687.88
Nickalas Bloebaum, Trng	25.00
Chase Card Service, Su, Conf, Eq, Trng	3,937.57
IBT, Su	65.87
Total Tool Supply, Tools	369.00
Int'l Code Council, Dues	125.00
Burger King, Conf	33.20
Harbor Freight, Tools	281.46
Holiday Inn, Conf	713.78
Wal-Mart, Su, Bu, Awards Dinner	1,179.65
Applebees, Conf	38.82
Sozo American Cuisine, Conf	53.24
Arbys, Conf	13.95
Big Red Norfolk, Conf	23.11
Runza, Conf	16.02
Comfort Inn, Conf	286.08
Amazon Mktplace, Su	57.21
ICC Online Training, Trng	79.00
Subway, Conf	7.65
Perkins, Conf	24.89
Taco Bell, Conf	6.73
Durham Ellis, Su	205.31
Wendys, Conf	10.13
Rem-Para-Bush-Barn, Su	91.46
Hogue, Inc, Eq	118.01
SCC-Online, Trng	138.00
Constellation NewEnergy Gas, Ut	2,248.82
Library Petty Cash, Su	163.02
Cattle National Bank, Eq Loan	12,957.84
Commonwealth Electric, Eq	3,800.00
Durre Plumbing, Re	162.42
Dutton-Lainson, Su	1,005.80
DXP Enterprise, Su	374.04
Seward Electric Fund, Ut	38,248.18
Seward Buildings & Grounds, Op Cost	2,000.00
Fastenal Co, Su, Re	245.48
Great Plains Uniforms, Uniforms	148.50
General Excavating, Se	40,971.48
Galls, Uniform	382.76
Graybar, Eq	4,896.32
Hach Company, Su	101.78
Hamilton Equipment Co, Re	504.06
Hydraulic Equipment Service, Re	1,981.54
Husker Electric Supply, Re	1,340.43
Jackson Services, Se	123.12
JEO Consulting Group, Se	740.50
Lincoln Winwater Works, Re	950.64
Kriz-Davis, Re	3,155.46
Latschs, Su	57.98
Capital Business Systems, Ma	336.66
Mattson Ricketts Law Firm, Se	5,213.36
Midwest Turf & Irrigation, Re	343.26
Murphy tractor & Equip, Re	157.03
Municipal Supply, Re, Su	846.23
Mohrhoff Power Equipment, Eq	28,602.00
Midwest Service & Sales, Re	780.71

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Mid American Benefits, Ins	2,453.20
Nebraska Cemetery Assn, Dues	40.00
Orscheln Farm & Home, Su, Re	168.68
Nebraska Roads Dept, Su	504.00
O'Reilly Auto Parts, Su, Re	21.93
Donna Otte, Mi	34.50
Cody Pollak, Trng	25.00
Fast Mart, Su	7.01
Lynn Peavey, Su	133.75
Rega Engineering Group, Se	1,000.00
Office Depot, Eq	34.99
Campbell Cleaning & Restoration, Su	24.99
Quill Corp, Su	319.04
Memorial Health-Meals, Su	2,149.14
Ed Roehr Safety Products, Eq	95.00
Sam's Club, Su	16.70
Sam's Club, Su	205.46
Richters, Bu	80.45
Olsson Associates, Se	18,405.80
Nebraska Public Health Env Lab, Se	396.00
Plains Equipment Group, Re, Su	445.01
Hireright Solutions, Se	136.60
Gerhold Concrete, Su	23.10
Helmlink Printing, Su	411.00
Precision Tool & Machine, Su	52.06
USA Bluebook, Su	103.66
Skarshaug Testing Lab, Se	161.76
US Cellular, Se	58.32
Titan Machiner, Re	842.94
Tools Plus Industries, Su	188.86
WNK Surveying, Se	1,500.00
Bill Sleight, Ex	200.00
Art on Display, Su	892.00
Nebraska Health & Human Serv, Trng	356.00
Austin Sleight, Ex	180.00
Brevin Sloup, Ex	160.00
Cohl Gottschalk, Ex	170.00
Nathan Bierbaum, Ex	80.00
Noah Lliteras, Ex	160.00
Britton Goldsmith, Ex	150.00
Reid Karel, Ex	120.00
Regan Karel, Ex	130.00
Pacific Coast Lab, Su	351.79
Dennis Bender, Re	61.78
Southern Seven Clerks Assoc, Conf	125.00
Judith Hromas, Re	89.65
Max Slepicka, Ex	130.00
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	376,562.56

Aye: Schmit, Hans, Lieske, Beck, Kamprath, Fritz, Pike, Singleton

Nay: None

Absent: None. Motion carried

### 3. CONFIRMATION OF MAYOR'S APPOINTMENTS

Councilmember Fritz moved, seconded by Councilmember Pike, that Mayor Eickmeier's appointment of Mary Jo Yates to the Seward Aging Services Commission for a two-year term (replacing Joan Schulte), be approved.

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Aye: Schmit, Hans, Lieske, Beck, Kamprath, Pike, Singleton, Fritz  
Nay: None  
Absent: None. Motion carried.

4. CONSIDERATION OF APPROVAL OF SUBMITTING A PRE-APPLICATION FOR 2015  
HOMEOWNERSHIP OPPORTUNITY PROGRAM (HOP) GRANT

Greg Majerus, Seward County Housing Authority addressed the City Council stating the City has been the applicant/sponsor of the NAHTF Grant for a program of Down Payment Assistance and housing rehabilitation for homebuyers in communities in Seward County. The Seward County Housing Corporation has been implementing that program, which has a contract end date of October 23, 2015. The Board of Directors of the Seward County Housing Corporation is requesting the City to be the applicant/sponsor for a 2015 application for funding to undertake another Homeowner Opportunity Program (HOP).

Councilmember Singleton moved, seconded by Councilmember Beck, that the Pre-Application for the 2015 Nebraska Affordable Housing Program be approved for submittal to the Nebraska Department of Economic Development and that Mayor Eickmeier is authorized to sign said application.

Aye: Schmit, Hans, Lieske, Beck, Kamprath, Singleton, Pike, Fritz  
Nay: None  
Absent: None. Motion carried.

5. CONSIDERATION OF EXTENSION OF OPTION AGREEMENT WITH PHYLLIS AEGERTER FOR  
REAL ESTATE

City Attorney Kelly Hoffschneider stated the City received a temporary Option Agreement extension from Phyllis Aegerter to March 20, 2015 and is still in negotiations with regard to real estate for the Rail Campus Development and requested the agenda items for consideration of extending the option agreement or exercising the option to purchase real estate owned by Phyllis Aegerter be tabled.

Councilmember Lieske moved, seconded by Councilmember Kamprath, that consideration of extending the Option Agreement with Phyllis Aegerter and consideration for exercising the option to purchase real estate owned by Phyllis Aegerter be tabled.

Aye: Schmit, Hans, Lieske, Beck, Kamprath, Singleton, Pike, Fritz  
Nay: None  
Absent: None. Motion carried.

6. CONSIDERATION OF EXERCISE OF OPTION TO PURCHASE REAL ESTATE OWNED BY PHYLLIS  
AEGERTER

Action listed under agenda item #5.

7. CONSIDERATION OF APPROVAL OF A REVISED INTERLOCAL AGREEMENT WITH THE  
SEWARD/SALINE COUNTY SOLID WASTE MANAGEMENT AGENCY

Councilmember Lieske stated the Seward/Saline County Solid Waste Management Agency is requesting amending the interlocal agreement so that it is in line with the Agency By-laws. Councilmember Lieske also stated the amended interlocal agreement allows the Board to take action on claims, when a quorum is not present. He stated the Agency Board only meets quarterly and due to weighted votes by member, there have been times when either Crete or Seward was not in attendance and the claims could not be approved due to lack of quorum. Mr. Lieske also asked the Council consider authorizing him, as City

March 3, 2015

representative on the Board to sign the interlocal agreement at the next Agency meeting. City Attorney Hoffschneider stated he is in agreement that the interlocal agreement should be consistent with the by-laws.

Councilmember Schmit moved, seconded by Councilmember Singleton, that the amended interlocal agreement with the Seward/Saline County Solid Waste Management Agency is approved, and that Councilmember Charles Lieske be authorized to sign said agreement as representative of the City of Seward.

Aye: Schmit, Hans, Lieske, Beck, Kamprath, Fritz, Pike, Singleton

Nay: None.

Absent: None. Motion carried.

#### 8. CAPITAL PROJECTS REPORT

Public Facilities/Capital Improvement & GIS Director John Hughes provided an update and Capital Projects Report dated 3/3/15.

Councilmember Kamprath requested the Council receive an update on the City Administrator search process.

Councilmember Singleton moved, seconded by Councilmember Lieske, that the Capital Projects Report dated March 3, 2015 be accepted.

Aye: Schmit, Hans, Lieske, Beck, Kamprath, Fritz, Pike, Singleton

Nay: None.

Absent: None. Motion carried.

#### 9. COUNCIL TO RECEIVE UPDATE ON PENDING AND THREATENED LEGAL PROCEEDINGS

Councilmember Lieske moved, seconded by Councilmember Schmit that the City Council enters into closed session with the City Attorney and Mayor Eickmeier, for the protection of the public interest to discuss pending litigation or litigation which is imminent as evidenced by communication of a claim or threat of litigation against the City of Seward for a period of 15 minutes.

Aye: Schmit, Hans, Lieske, Beck, Kamprath, Fritz, Pike, Singleton

Nay: None.

Absent: None. Motion carried.

Mayor Eickmeier restated the purpose of the closed session was for the protection of the public interest to discuss pending litigation or litigation which is imminent as evidenced by communication of a claim or threat of litigation against the City of Seward for a period of 15 minutes and will include the City Council, City Attorney and Mayor Eickmeier.

The closed session began at 7:17 p.m. At 7:32 p.m., Councilmember Singleton moved, seconded by Councilmember Pike, that the City Council return to open session, and stated that no action was taken while in closed session.

Aye: Schmit, Hans, Lieske, Beck, Kamprath, Fritz, Pike, Singleton

Nay: None.

Absent: None. Motion carried.

#### 10. FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE ACTION

#### 11. ANNOUNCEMENT OF UPCOMING EVENTS

March 3, 2015

None

12. MOTION TO ADJOURN

Councilmember Singleton moved, seconded by Councilmember Pike, that the March 3, 2015 City Council Meeting be adjourned.

Aye: Singleton, Hans, Pike, Kamprath, Schmit, Beck, Fritz, Lieske

Nay: None

Absent: None. Motion carried.

THE CITY OF SEWARD, NEBRASKA

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

\_\_\_\_\_  
Bonnie Otte  
Assistant Administrator  
Clerk-Treasurer  
Budget & Human Resources Director

**City of Seward, NE**  
**Tuesday, March 17, 2015**  
**Regular Session**

**Item G2**

**CONSIDERATION OF CONSENT AGENDA**

*Claims & Payables Reports*

*City Clerk-Treasurer Report*

*City Codes Director Report*

*Police Department Report*

*Seward County Economic Development Corporation Director's 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  
3-17-15  
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.

Payroll	130,100.93
Seward County Treasurer, Sales Tax, Fees	722.25
PDS, Inc, Software	802.50
Burlington Northern SF, Fees	750.00
A-J Roofing & Waterproofing, Re	38,600.00
Alliance Technologies, Se	712.50
American Safety Utility, Eq	210.37
Advanced Floor Care, Ma	250.00
Amazon.Com, Su	727.54
Advantage Companies, Se	1,355.00
Awards Unlimited, Se	12.35
Baker & Taylor, Su	2,919.26
Blue River Jewelry, Se	18.19
Alan Baldwin, Mi	211.60
Bookpage, Su	300.00
Burlington Northern SF, Fees	562.75
Time Warner Cable, Se	79.38
Capital Business Systems, Ma	79.00
Control Services, Bu	404.00
Chapters Books & Gifts, Su	43.12
Cross Dillon Tire Lincoln, Re	203.50
Cash-Wa Distributing, Su	383.98
Chargepoint, Software	840.00
Library Petty Cash, Su	142.46
Cornhusker International Truck, Re	133.35
Electronic Contracting, Software	149.00
City-Merchant Services, Ex	1,117.37
Fastenal Company, Su	634.53
Gabriel Burger & Else, Se	2,000.00
One Call Concepts, Se	22.55
Glamour Magazine, Su	24.00
Galls, Uniform	342.89
Glass Doctor, Re	210.27
Gale/Cengage Learning, Su	46.88
Hobson Automotive & Tire, Re	80.00
Harding & Shultz, Se	1,690.00
Hawkins, Su	865.85
Hydraulic Equipment Service, Re	218.94
Husker Electric Supply, Re, Bu	177.66
Intl Assoc Law Enforcement, Dues	55.00
Jackson Services, Se	123.12
Lincoln Winwater Works, Re	3,426.87
Midwest Auto Parts, Re, Su	422.38
Windstream Nebraska, Se	2,469.23
Last Mile Network, Se	230.00
Lees Refrigeration, Su	35.32
Matheson Tri-Gas, Su	148.75
Capital Business Systems, Ma	225.00
Midwest Laboratories, Se	835.46

Midwest Automotive, Re	3,656.06
RR Donnelley, Su	205.62
Midwest Turf & Irrigation, Eq	2,950.00
Municipal Supply Inc of Nebraska, Re, Su	5,721.00
Midwest Service & Sales, Su	594.82
Midwest Industrial Tanks, Eq	4,830.00
Mid-American Benefits, Ins	2,270.61
Verizon Wireless, Se	117.83
Nebraska Pub Power, Ut	511,584.83
Niemann's Port-A-Pot, Bu	80.00
Nebraska Treasurer, Fees	53.35
Orscheln Farm & Home, Su, Re	83.29
O'Reilly Auto Parts, Su, Re	154.78
Odey's, Su	1,926.83
Overdrive, Su	214.97
Fast Mart, Su	105.64
OCLC, Se	174.61
Prevention Magazine, Su	32.00
Pac N Save, Su	734.11
Quill Corp, Su	277.46
Memorial Health-Meals, Su	602.00
Visa	434.34
Nova Solutions, Su	294.84
Oriental Trading, Su	24.66
DNH*GoDaddy.com, Se	18.17
Walmart, Su	66.64
Gotprint.com, Su	30.03
Racom Corporation, Re	359.50
Rumery Lawn & Landscape, Ma	705.28
Rolling Stone Magazine, Su	29.95
Sack Lumber Co, Su	33.98
Richters, Inc, Bu	3,375.13
Olsson Associates, Su	270.25
Seward County Road Dept, Se, Su	3,745.71
Seward Lumber & Home, Su, Re, Bu	527.72
Nebraska Public Health, Se	210.00
Farmers Coop-Seward, Su	4,785.14
Seward School Dist, Misc	80.00
Memorial Health-Drug, Se	30.00
Seward County Independent, Se	616.35
Seward County Public Power, Ut	2,261.05
Seward County Treasurer, Se	14,959.33
ST PJ Supply, Su	112.87
Helmlink Printing, Su	601.00
Salt Creek Software, Su	5,310.36
Precision Tool & Machine, Su, Ma	477.00
Taste of the South Magazine, Su	22.98
US Postal Service, Su	166.00
USA Bluebook, Su	462.14
Upstart, Su	514.60
Tinius Plumbing, Su	472.50
Titan Machinery, Re, Su	621.56
Tiger Direct, Eq, Su	421.97
HD Supply Waterworks, Eq	14,239.56
Wesco Distribution, Re	595.99
John/Jana Hughes, Ex	25.00
Reed Electric, Bu	147.23
Plunkett's Pest Control, Bu	55.12
Gary & Erika Rolf, Ex	25.00
Jack Vavra, Se	6,083.76
Leadership Resources, Se	1,990.00
York County emergency Mgmt, Su	6.40
Delta Star, Ci	20,551.55



Southern Seven Clerk Assoc, Conf	25.00
Ellen Beck, Mi, Misc	72.95
Barbara Pike, Mi, Meal, Misc	71.42
Grafix Shoppe, Su	159.23
Friend Matt Truck Equip, Eq	8,782.88
David Mackie, Ex	412.70
Hastings Public Library, Ex	30.00
Arden Nitz, Su	121.88
Seward Kiwanis Club, Bu	47.00
Orville Pearson, Se	120.00
Body Basics Lincoln, Re	155.00
Henry Pankoke, Se	220.00
Total	<hr/> 828,029.29

		CLERK-TREASURER'S REPORT			
		MONTH OF: FEBRUARY 2015			
		VARIANCE AT:	41.67%		
		2014-2015			
VARIANCE	DEPARTMENT	BUDGET	EXPENDITURES	UNEXPENDED BALANCE	
24.11%	ELECTRIC	\$13,106,939.00	\$3,160,611.00	\$9,946,328.00	
87.06%	ELEC BOND PYMT	\$334,570.00	\$291,283.75	\$43,286.25	
21.75%	WATER	\$1,586,736.00	\$345,099.29	\$1,241,636.71	
40.52%	WATER BOND PYMTS	\$458,214.00	\$185,670.55	\$272,543.45	
0.00%	WATER SINKING FUND	\$0.00	\$0.00	\$0.00	
33.52%	WASTEWATER TREATMENT	\$1,419,070.00	\$475,682.06	\$943,387.94	
4.81%	WWTW BOND PYMT	\$336,500.00	\$16,171.31	\$320,328.69	
0.00%	WWTW SINKING FUND	\$0.00	\$0.00	\$0.00	
	<b>TOTAL UTILITIES</b>	<b>\$17,242,029.00</b>	<b>\$4,474,517.96</b>	<b>\$12,767,511.04</b>	
	CAPITAL PROJECTS	\$0.00	\$468,529.45	-\$468,529.45	
46.54%	LEGISLATIVE (LESS DONATIONS)	\$253,697.00	\$118,059.73	\$135,637.27	
0.00%	DONATIONS	\$100,000.00	\$0.00	\$100,000.00	
11.02%	LEGAL	\$259,040.00	\$28,545.79	\$230,494.21	
37.56%	POLICE	\$1,199,035.00	\$450,360.23	\$748,674.77	
41.67%	E911	\$179,512.00	\$74,796.65	\$104,715.35	
0.00%	POLICE EQUITABLE SHARING	\$100,000.00	\$0.00	\$100,000.00	
15.50%	STREET	\$2,297,362.00	\$356,202.88	\$1,941,159.12	
65.24%	DEBT SERVICE	\$642,848.00	\$419,374.39	\$223,473.61	
1.33%	RAIL CAMPUS	\$1,100,160.00	\$14,682.22	\$1,085,477.78	
1.98%	CDBG ECON. DEV. LOAN FUND	\$110,900.00	\$2,197.72	\$108,702.28	
0.00%	CDBG AFFORD HOUSING	\$222,770.00	\$0.08	\$222,769.92	
0.00%	CDBG RAIL SITE	\$0.00	\$0.00	\$0.00	
13.02%	BLDGS & GRDS (CITY HALL)	\$99,890.00	\$13,004.50	\$86,885.50	
22.04%	CIVIC CENTER	\$328,940.00	\$72,482.40	\$256,457.60	
39.11%	LIBRARY (LESS BLDG. IMPRV)	\$503,954.00	\$197,099.58	\$306,854.42	
0.00%	LIBRARY BLDG IMPRVMTS	\$0.00	\$0.00	\$0.00	
24.48%	PUBLIC PROPERTIES	\$673,547.00	\$164,914.16	\$508,632.84	
64.70%	CEMETERY	\$135,130.00	\$87,435.03	\$47,694.97	
0.00%	NEW PARK DEVELOPMENT	\$0.00	\$0.00	\$0.00	
0.40%	NEW CEMETERY DEVELOPMENT	\$188,340.00	\$753.20	\$187,586.80	
0.00%	GUTHMAN TRUST - REGULAR	\$200.00	\$0.00	\$200.00	
0.00%	GUTHMAN TRUST - PAVING	\$0.00	\$0.00	\$0.00	
0.00%	PERPETUAL CARE - PRINCIPAL	\$0.00	\$0.00	\$0.00	
0.00%	PERPETUAL CARE - INTEREST	\$0.00	\$0.00	\$0.00	
6.55%	BLDGS & GRDS (OTHER)	\$16,300.00	\$1,068.26	\$15,231.74	
38.69%	BUILDING INSPECTION	\$167,260.00	\$64,715.46	\$102,544.54	
18.78%	FIRE (LESS DONATIONS)	\$518,290.00	\$97,318.27	\$420,971.73	
0.00%	FIRE DONATIONS	\$0.00	\$0.00	\$0.00	
0.00%	FIRE EQUIPMENT SINKING FUND	\$51,624.00	\$0.00	\$51,624.00	
5.57%	TREE BOARD	\$8,000.00	\$445.50	\$7,554.50	
20.80%	PLANNING COMMISSION	\$83,010.00	\$17,269.99	\$65,740.01	
7.81%	DOWDING POOL (LESS DONATIONS)	\$237,700.00	\$18,560.04	\$219,139.96	
0.00%	POOL DONATIONS	\$0.00	\$0.00	\$0.00	
0.00%	CONCESSION STAND	\$0.00	\$0.00	\$0.00	
0.00%	SWIMMING LESSONS	\$20,100.00	\$0.00	\$20,100.00	
20.48%	RECREATION	\$379,870.00	\$77,791.83	\$302,078.17	
41.36%	SENIOR CENTER	\$105,522.00	\$43,645.27	\$61,876.73	
33.42%	SENIOR SHUTTLE	\$3,488.00	\$1,165.52	\$2,322.48	
20.67%	RECYCLING	\$50,130.00	\$10,360.29	\$39,769.71	
	ECONOMIC DEVELOPMENT	\$373,900.00	\$111.65	\$373,788.35	
	TAX INCREMENT FINANCING	\$832,956.00	\$863,820.27	-\$30,864.27	
	<b>TOTAL BUDGET</b>	<b>\$28,485,504.00</b>	<b>\$3,664,710.36</b>	<b>\$20,346,275.68</b>	

**City of Seward Treasurer**  
**Securities Pledged at The Jones National Bank & Trust Company**

Account Number	Long Account Description	Original Par Value	Original Coupon Rate	Original Maturity Date	Original Book Value	Safekeeping Receipts Number	Source Name	Market Value
154	GOEHNER NE	\$10,000.00	4.2000%	07/15/2015	\$10,000.00	365006859	COMMERCE BANK	\$10,024.80
155	GOEHNER NE	\$10,000.00	4.2500%	07/15/2016	\$10,000.00	365006860	COMMERCE BANK	\$10,024.70
385	FHLMC (AFS)	\$1,000,000.00	1.2500%	05/12/2017	\$1,021,350.00	60027094	COMMERCE BANK	\$1,010,290.00
156	GOEHNER NE	\$10,000.00	4.3000%	07/15/2017	\$10,000.00	365006861	COMMERCE BANK	\$10,024.90
281	WEST POINT NE CTFS OF PARTIC	\$100,000.00	4.2500%	11/01/2017	\$100,000.00	365007602	COMMERCE BANK	\$100,195.00
361	FFCB (AFS)	\$1,000,000.00	0.9300%	04/26/2018	\$1,002,060.00	528004571	COMMERCE BANK	\$992,830.00
199	NORTHEAST NE REV SW COALITION	\$125,000.00	3.3000%	05/15/2018	\$125,000.00	487000220	COMMERCE BANK	\$125,596.25
277	WAVERLY NE COMB UTIL	\$130,000.00	3.7000%	06/15/2018	\$130,000.00	457003526	COMMERCE BANK	\$130,184.60
157	GOEHNER NE	\$15,000.00	4.3500%	07/15/2018	\$15,000.00	365006862	COMMERCE BANK	\$15,035.85
397	FHLB (AFS)	\$1,000,000.00	1.1250%	10/15/2018	\$1,000,000.00	60027132	COMMERCE BANK	\$994,180.00
430	FNMA (AFS)	\$1,000,000.00	1.6250%	11/27/2018	\$1,003,920.00	60027564	COMMERCE BANK	\$1,010,860.00
403	FHLB (AFS)	\$1,000,000.00	1.3000%	10/29/2019	\$1,001,000.00	401001463	COMMERCE BANK	\$986,070.00
444	SEWARD CO NE SD#9 GO REF BOND	\$200,000.00	1.4500%	12/15/2019	\$200,000.00	548002035	COMMERCE BANK	\$201,438.00
389	FHLMC (AFS)	\$1,000,000.00	1.6500%	03/13/2020	\$1,002,750.00	60027072	COMMERCE BANK	\$999,590.00
335	MADISON CO NE SD#2 (NORFOLK)	\$200,000.00	1.8000%	12/15/2020	\$200,000.00	528002911	COMMERCE BANK	\$201,598.00
338	SARPY CO SD #37 GO BONDS	\$195,000.00	2.1500%	12/01/2021	\$195,000.00	528003135	COMMERCE BANK	\$195,934.05
330	THURSTON NE SD #1, PENDER 2012	\$155,000.00	2.0500%	12/15/2021	\$155,000.00	528001710	COMMERCE BANK	\$156,024.55
463	BUFFALO CO NE SD#7 KEARNEY GO	\$200,000.00	2.3500%	12/15/2023	\$200,000.00	359001318	COMMERCE BANK	\$203,358.00
407	CLAY CO NE HWY ALLOC GO	\$200,000.00	2.3000%	06/15/2024	\$200,000.00	165042481	COMMERCE BANK	\$200,518.00
456	SCOTTSBLUFF COUNTY NE SD #32	\$250,000.00	2.5000%	06/15/2024	\$250,000.00	548002441	COMMERCE BANK	\$252,992.50
435	BUFFALO CO NE SD#19-SHELTON NE	\$200,000.00	3.1500%	12/15/2024	\$200,000.00	548001430	COMMERCE BANK	\$205,142.00
<b>Summary</b>		<b>\$8,000,000.00</b>			<b>\$8,031,080.00</b>			<b>\$8,011,911.20</b>

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CASH IN BANK = \$7,272,770.28

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Pledge Inventory Report  
For 02/28/15

Report#: P010  
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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			TTL FFIEC	Pledged Par MBS Face Par	Collateral-Value Market-Value
					Security Description Rate/Div	Maturity	Issued			
CITY OF SEWARD (CITY)										
0005220028 1	3,984.15	12/01/18 03/24/03	DAD	31371HCF3	FNMA - Pool#: 252170 6.50000	12/01/2018	11/01/98	Y	3,984.15 500,000.00	4,576.96 4,555.38
0005220029 1	4,727.53	02/01/26 03/24/03	DAD	31375HAP9	FNMA ARM - Pool#: 334914 2.36000	02/01/2026	01/01/96	Y	4,727.53 1,000,000.00	4,939.51 4,930.21
0005220030 1	9,178.23	04/01/19 03/25/03	DAD	31363ARX3	FNMA ARM - Pool#: 083302 3.99800	04/01/2019	10/01/89	Y	9,178.23 3,500,000.00	9,653.45 9,622.87
0310240054 1	12,877.06	10/01/22 10/24/03	DAD	31335HUG6	FHLMC - Pool#: C90583 6.00000	10/01/2022	10/01/02	Y	12,877.06 700,000.00	14,627.56 14,563.17
0805230005 1	120,000.00	04/15/17 05/23/08	DAD	25933TAG0	DOUGLAS CNTY NEB SAN & IMPT 3.95000	04/15/2017	04/15/08	Y	120,000.00 0.00	122,269.47 120,478.80
0807240220 1	19,107.35	04/01/17 07/24/08	DAD	31371NCT0	FNMA - Pool#: 256682 5.50000	04/01/2017	03/01/07	Y	19,107.35 500,000.00	20,298.42 20,210.84
0807240221 1	40,156.04	06/01/24 07/24/08	DAD	31371LQY8	FNMA - Pool#: 255271 5.00000	06/01/2024	05/01/04	Y	40,156.04 500,000.00	44,702.80 44,535.48
0807240222 1	37,999.57	04/01/18 07/24/08	DAD	31390UMM5	FNMA - Pool#: 656564 5.00000	04/01/2018	04/01/03	Y	37,999.57 1,000,000.00	40,235.58 40,077.25
0909220085 1	50,182.23	10/01/20 09/22/09	DAD	31407T2J8	FNMA - Pool#: 840577 5.00000	10/01/2020	10/01/05	Y	50,182.23 545,000.00	53,815.16 53,606.07
0909220086 1	57,067.81	05/01/19 09/22/09	DAD	31402CSE8	FNMA - Pool#: 725445 4.50000	05/01/2019	04/01/04	Y	57,067.81 925,000.00	60,298.57 60,084.57
1004230111 1	26,071.98	04/01/18 04/23/10	DAD	31283KTH1	FHLMC - Pool#: G11452 6.50000	04/01/2018	09/01/03	Y	26,071.98 2,000,000.00	27,253.11 27,111.89
1004230112 1	8,373.26	01/01/18 04/23/10	DAD	31282CJ73	FHLMC - Pool#: M30286 4.50000	01/01/2018	02/01/03	Y	8,373.26 1,000,000.00	8,564.77 8,533.37
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	113,930.33 113,397.00
1012260078 1	115,000.00	09/15/23 12/26/10	DAD	23087RCV8	CUMING CNTY NEB PUB PWR DIST 3.60000	09/15/2023	09/15/10	Y	115,000.00 0.00	117,672.60 115,763.60
1012260079 1	100,000.00	07/01/20 12/26/10	DAD	219264JV1	CORNHUSKER PUB PWR DIST NEB 3.00000	07/01/2020	09/01/10	Y	100,000.00 0.00	101,190.00 100,690.00
1101240491 1	150,000.00	06/01/20 01/24/11	DAD	287754BA2	ELKHORN NEB SUBN FIRE DIST 2 2.95000	06/01/2020	09/30/10	Y	150,000.00 0.00	152,201.25 151,095.00
1101240493 1	150,000.00	10/15/20 01/24/11	DAD	25935GAU5	DOUGLAS CNTY NEB SAN & IMPT 3.60000	10/15/2020	10/15/10	Y	150,000.00 0.00	155,401.50 153,361.50
1102230226 1	250,000.00	12/01/21 02/23/11	DAD	231868LX6	CUSTER PUB PWR DIST NEB ELEC 3.20000	12/01/2021	11/30/10	Y	250,000.00 0.00	254,207.50 252,207.50
1102230229 1	150,000.00	11/01/21 02/23/11	DAD	25930YBL0	DOUGLAS CNTY NEB SAN & IMPT 3.80000	11/01/2021	11/01/10	Y	150,000.00 0.00	155,696.50 153,796.50
1102230230 1	70,000.00	12/15/15 02/23/11	DAD	883285AF5	THAYER CNTY NEB SCH DIST 0070 4.50000	12/15/2015	12/09/09	Y	70,000.00 0.00	70,807.10 70,142.10
1104270110 1	125,000.00	05/15/19 04/27/11	DAD	25931KAJ5	DOUGLAS CNTY NEB SAN & IMPT 4.10000	05/15/2019	05/15/10	Y	125,000.00 0.00	127,171.53 125,662.50
1104270112 1	14,879.15	09/01/17 04/27/11	DAD	31410KNK6	FNMA - Pool#: 889694 6.50000	09/01/2017	06/01/08	Y	14,879.15 180,000.00	15,710.53 15,629.93
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	122,696.47 121,672.80
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	256,565.56 254,797.50
1110030079 1	115,000.00	12/15/15 09/30/11	DAD	433605AD4	HITCHCOCK CNTY NEB SCH DIST 70 1.35000	12/15/2015	07/27/11	Y	115,000.00 0.00	116,300.65 115,972.90
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	105,316.50 104,404.00

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Pledgee Inventory Report  
For 02/28/15

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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			
CITY OF SEWARD (CITY)										
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	244,545.33 243,000.00
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	75,977.63 75,780.75
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	149,028.33 148,252.50
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	202,969.56 201,724.00
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	55,936.59 55,365.20
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	138,758.43 138,437.60
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	132,383.33 131,168.75
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	155,026.50 153,886.50
1210260192 1	105,000.00	04/01/22 10/26/12	DAD	372136EB3	GENEVA NEB 4.05000	04/01/2022	02/25/11	Y	105,000.00 0.00	110,842.73 109,070.85
1210260194 1	250,000.00	09/01/16 10/26/12	DAD	67868UBV4	OKLAHOMEA CNTY OK FIN AUTH 5.84000	09/01/2016	07/14/09	Y	250,000.00 0.00	274,670.00 267,370.00
1210260199 1	50,000.00	09/15/22 10/26/12	DAD	23087RCU0	CUMING CNTY NEB PUB PWR DIST 3.50000	09/15/2022	09/15/10	Y	50,000.00 0.00	51,149.44 50,342.50
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	203,132.22 201,570.00
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	204,430.33 201,722.00
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	204,649.56 202,194.00
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	99,938.11 99,202.00
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	134,652.15 133,797.15
1305230401 1	177,148.62	07/01/19 05/23/13	DAD	3128MMAD5	FHLMC - Pool#: G18003 5.50000	07/01/2019	07/01/04	Y	177,148.62 3,000,000.00	188,877.13 188,065.20
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	145,164.83 144,294.00
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	197,729.00 196,404.00
1307240272 1	314,746.18	12/15/26 07/24/13	DAD	36176W2B6	GNMA-I - Pool#: 778670 4.00000	12/15/2026	12/01/11	Y	314,746.18 560,000.00	334,928.76 333,879.61
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	99,351.44 98,792.00
1309230058 1	8,173.89	09/01/15 09/23/13	DAD	31371MG27	FNMA - Pool#: 255917 5.00000	09/01/2015	08/01/05	Y	8,173.89 1,000,000.00	8,654.87 8,620.81
1309230059 1	245,983.07	07/01/26 09/23/13	DAD	3138AMK38	FNMA - Pool#: A17513 4.50000	07/01/2026	07/01/11	Y	245,983.07 500,000.00	263,211.73 262,289.29
1310300064 1	84,722.18	12/20/20 10/30/13	DAD	36241KJN9	GNMA-II - Pool#: 782069 5.50000	12/20/2020	03/01/06	Y	84,722.18 750,000.00	91,387.22 90,998.91
1310300067 1	80,120.40	12/01/17 10/30/13	DAD	31391XHQ5	FNMA - Pool#: 679839 5.50000	12/01/2017	12/01/02	Y	80,120.40 2,000,000.00	83,829.92 83,462.70
1310300068 1	68,107.85	03/20/23 10/30/13	DAD	36202ERL5	GNMA-II - Pool#: 004091 5.00000	03/20/2023	03/01/08	Y	68,107.85 500,000.00	73,046.85 72,763.07
1310300070	150,575.76	08/01/22		31371NJQ9	FNMA - Pool#: 256871			Y	150,575.76	165,751.75



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Pledgee Inventory Report  
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Institution: 052 (The Cattle National Bank)

P l e d g e d   I n v e n t o r y											
Pledge-Tx# Portfolio	Total Par Total Deposits	Maturity Settle	Trans# Sloc	CUSIP Receipt#	Rate/Div	Security Description	Maturity	Issued	TTL FFIEC	Pledged Par MBS Face Par	Collateral-Value Market-Value
CITY OF SEWARD (CITY)											
1		10/30/13	DAD		6.50000	08/01/2022	07/01/07			1,100,000.00	164,936.13
1406230215	150,000.00	12/15/25		919558KF2	VLV CNTY NE				Y	150,000.00	152,980.83
1		06/23/14	DAD		2.90000	12/15/2025	05/28/14			0.00	152,062.50
1406230216	125,000.00	11/15/27		818474DD7	SEWARD CNTY NE PUBLIC PWR DIST				Y	125,000.00	133,692.22
1		06/23/14	DAD		4.00000	11/15/2027	08/20/13			0.00	132,220.00
1406230217	90,000.00	09/01/27		818488FC7	SEWARD NE WTR SYS REVENUE				Y	90,000.00	90,040.50
1		06/23/14	DAD		2.85000	09/01/2027	03/22/13			0.00	88,758.00
1406270096	435,427.65	05/15/25		3620ARB59	GNMA-I - Pool#: 737260				Y	435,427.65	464,060.46
1		06/27/14	DAD		3.50000	05/15/2025	05/01/10			1,000,000.00	462,790.46
1408220277	106,369.61	06/01/21		3128PVN22	FHLMC - Pool#: J15809				Y	106,369.61	111,491.09
1		08/22/14	DAD		3.00000	06/01/2021	06/01/11			285,000.00	111,225.17
1409230158	200,229.01	12/01/24		3128MMLQ4	FHLMC - Pool#: G18334				Y	200,229.01	215,696.70
1		09/23/14	DAD		4.50000	12/01/2024	12/01/09			1,015,000.00	214,945.84
1409230162	150,000.00	09/01/26		80378CBS7	SARPY CNTY NE SAN & IMPT DIST				Y	150,000.00	154,465.50
1		09/23/14	DAD		3.50000	09/01/2026	09/01/14			0.00	151,840.50
1410240033	316,492.33	03/01/23		31410KAW4	FNMA - Pool#: 889321				Y	316,492.33	335,935.02
1		10/24/14	DAD		4.00000	03/01/2023	03/01/08			2,050,000.00	334,880.05
1501020007	197,567.60	11/01/19		3128M1CT4	FHLMC - Pool#: G11982				Y	197,567.60	210,745.15
1		12/31/14	DAD		5.50000	11/01/2019	04/01/06			1,411,036.00	209,839.63
1502240073	115,000.00	11/15/24		505318QS7	LA VISTA NE				Y	115,000.00	115,798.13
1		02/24/15	DAD		2.65000	11/15/2024	12/31/14			0.00	115,281.75
9603250298	20,044.31	02/15/21		3129045E1	FHLMC SERIES 1041 CLASS E				Y	20,044.31	20,430.80
1		03/31/96	DAD		1.12200	02/15/2021	02/15/91	P		6,347,836.00	20,420.80
Pledgee:	8,060,312.82									8,060,312.82	8,371,463.52
Totals :	1.00									33,868,872.00	8,308,556.95

PLEDGE ADDITIONS 03/02/15 TO CITY OF SEWARD

CUSIP	DESCRIPTION	ORIGINAL VALUE	MARKET VALUE	COUPON	MAT DATE
406036HN6	HALL CNTY NE	100,000.00	\$100,000.00	2.40%	12/15/2024

PLUS \$250,000.00 FDIC INSURANCE

CASH IN BANK = \$8,464,468.93

st : 000  
 Port: 828/6000-004 19.02.5  
 Stem: 02/27/15 17:01

SECURITIES PORTFOLIO ANALYSIS  
 BOND ACCOUNTING SYSTEM  
 PLEDGED ACCOUNTS

Page: 13  
 Run Date: 02/28/15  
 Processed Thru: 02/28/15

EDGED TO: 37 CITY OF SEWARD

ACCOUNT	CUSIP NUMBER	CL	MATURITY DATE	PAR VALUE	Coupon RATE	BOOK VALUE	MARKET VALUE	PLEDGED VALUE	FRP	DATE	EXPIRES	AMOUNT
1480	91282BC24	01	02/28/2019	10000,000.00	1.5000	9,943,023.57	10,066,000.00	110,726.00	1	03/27/14	02/28/19	110,000.00

\*\* TOTALS \*\* NUMBER 1 10000,000.00 1.5000W 9,943,023.57 10,066,000.00 110,726.00 110,000.00

-----SAFEEKEEPING-----  
 1200 WELLS FARGO

Building Permits February - 2015

CURRENT YEAR: February 2015

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	2	\$ 1,123.60	\$ 370,344.38
REMODEL/ADDIT.	3	\$ 302.20	\$ 63,500.00
ACCESSORY	8	\$ 7,123.50	\$ 119,800.00
ELECTRIC	3	\$ 184.50	\$ -
PLUMBING	4	\$ 190.00	\$ -
MECHANICAL	3	\$ 125.00	\$ -
SEWER TAP	2	\$ 500.00	\$ -
WATER TAP	2	\$ 1,640.00	\$ -
TEMP. ELEC.	2	\$ 100.00	\$ -
ELECTRIC SER.	2	\$ 400.00	\$ -
TOTALS	31	\$ 11,688.80	\$ 553,644.38

YEAR TO DATE January to December 2015

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	2	\$ 1,123.60	\$ 370,344.38
REMODEL/ADDIT.	29	\$ 968.20	\$ 298,196.00
ACCESSORY	10	\$ 7,186.25	\$ 124,850.00
ELECTRIC	17	\$ 999.00	\$ -
PLUMBING	8	\$ 335.00	\$ -
MECHANICAL	3	\$ 125.00	\$ -
SEWER TAP	2	\$ 500.00	\$ -
WATER TAP	2	\$ 1,640.00	\$ -
TEMP. ELEC.	2	\$ 100.00	\$ -
ELECTRIC SER.	2	\$ 400.00	\$ -
TOTALS	77	\$ 13,377.05	\$ 793,390.38

FISCAL YEAR: Oct. 2014 to Sept. 2015

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	11	\$ 5,667.80	\$ 1,756,644.18
REMODEL/ADDIT.	51	\$ 367,407.20	\$ 500,188.00
ACCESSORY	44	\$ 70,727.25	\$ 535,162.00
ELECTRIC	41	\$ 2,605.75	\$ -
PLUMBING	34	\$ 2,177.00	\$ -
MECHANICAL	22	\$ 2,373.00	\$ -
SEWER TAP	19	\$ 4,750.00	\$ -
WATER TAP	19	\$ 13,965.00	\$ -
TEMP. ELEC.	20	\$ 1,000.00	\$ -
ELECTRIC SER.	20	\$ 4,000.00	\$ -
TOTALS	281	\$ 474,673.00	\$ -

LAST YEAR: February 2014

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	3	\$ 1,716.20	\$ 553,278.06
REMODEL/ADDIT.	7	\$ 573.75	\$ 122,843.00
ACCESSORY	1	\$ 61.00	\$ 8,090.00
ELECTRIC	7	\$ 87.50	\$ -
PLUMBING	5	\$ 335.00	\$ -
MECHANICAL	1	\$ 200.00	\$ -
SEWER TAP	2	\$ 500.00	\$ -
WATER TAP	2	\$ 1,450.00	\$ -
TEMP. ELEC.	2	\$ 100.00	\$ -
ELECTRIC SER.	2	\$ 400.00	\$ -
TOTALS	32	\$ 5,423.45	\$ 684,211.06

YEAR TO DATE January to December 2014

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	4	\$ 32,800.20	\$ 16,756,507.15
REMODEL/ADDIT.	11	\$ 286,153.45	\$ 13,574,308.00
ACCESSORY	1	\$ 14,476.50	\$ 196,783.00
ELECTRIC	10	\$ 15,534.75	\$ -
PLUMBING	14	\$ 12,065.00	\$ -
MECHANICAL	10	\$ 9,746.00	\$ -
SEWER TAP	3	\$ 12,450.00	\$ -
WATER TAP	3	\$ 31,600.00	\$ -
TEMP. ELEC.	3	\$ 2,450.00	\$ -
ELECTRIC SER.	3	\$ 12,350.00	\$ -
TOTALS	62	\$ 429,625.90	\$ 30,527,598.15

FISCAL YEAR: Oct. 2013 to Sept. 2014

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	15	\$ 8,416.00	\$ 3,087,417.15
REMODEL/ADDIT.	46	\$ 4,478.95	\$ 1,873,269.00
ACCESSORY	12	\$ 696.00	\$ 122,920.00
ELECTRIC	59	\$ 4,620.00	\$ -
PLUMBING	102	\$ 5,708.00	\$ -
MECHANICAL	40	\$ 4,431.00	\$ -
SEWER TAP	11	\$ 2,750.00	\$ -
WATER TAP	12	\$ 8,700.00	\$ -
TEMP. ELEC.	12	\$ 600.00	\$ -
ELECTRIC SER.	13	\$ 3,200.00	\$ -
TOTALS	322	\$ 43,599.95	\$ 5,083,606.15



## City of Seward - OPEN Code Violation Report

					Last Update	03/10/15
Property Address	Violation Type	Deadline	Owner Information	Delivery Type		
<b>2014</b>						
200 E Pinewood	Storm water drainage	Pending	Seward School District, 643-2941	Served by Brett Baker	Voluntary compliance request letter delivered. Response letter received 3-10-15 from School District Atty, forwarded to Mayor, City Administrator, and City Atty.	
2401 Karol Kay Blvd	Storm water drainage	Pending	Seward School District, 643-2941	Served by Brett Baker	Voluntary compliance request letter delivered. Response letter received 1-30-15 from School District Atty, forwarded to Mayor, City Adminstrator, and City Atty.	
191 E Seward St	Storm water drainage	Pending	Wattier Rentals LLC, 235 Plum Creek Ln. Seward, NE 643-3117	Certified	Voluntary compliance request letter mailed	
193 E Seward St	Storm water drainage	Pending	Wattier Rentals LLC, 235 Plum Creek Ln. Seward, NE 643-3117	Certified	Voluntary compliance request letter mailed	
152 S Columbia Ave	Storm water drainage	Pending	NE District of Lutheran Church MO Synod, PO Box 407 Seward, NE 68434, 643-2961	Certified	Voluntary compliance request letter mailed. Letter received from NE District Lutheran Office, forwarded to Mayor, City Administraotr, City Atty.	
919 N Columbia Ave	Storm water drainage	Pending	St John Lutheran Church, 919 N Columbia Ave. Seward, NE 643-2983	Certified	Voluntary compliance request letter mailed. Communication response received from St John Engineer Dan Rossenthal, forwarded to Mayor, City Adminstrator, City Atty.	
243 S 2nd St	Exterior openings, Protective treatment, decayed wood, gutters-downspouts, worthless vegetation	11/06/14	Kirojen LLC, 134 S 13th St. Lincoln, NE 402-475-8433	Certified	Owner failed to rectify Code violations. City abated some of the violations and invoiced the owner. Invoice paid.	
623 N 2nd St	Protective Treatment, Gutters, windows, dilapidated garage	11/06/14	Matthew Foss, 1628 Woodlawn Blvd. Derby, KS 67037, 314-750-2424. Tax Sale info Charles Aden 2606 SW 14th St. Lincoln, NE 68522	Certified	Al Underwood has aquired ownership of property. City Fire Dept will conduct a training burn to demo.	

## City of Seward - OPEN Code Violation Report

110 S 12th St	Retaining wall failing	07/18/14	Locust Apartments 312 E 3rd St. Neligh, NE	Certified	Owner requested time extension to secure Contractor
424 N 7th St.	Exterior openings, Protective treatment, decayed siding/soffitts/facsia, Trash-junk	11/14/14	Jeremy Martin, 424 N 7th St. Seward, NE 402-641-6127	Served by SPD	gargae as soon as it warms up. Advised will need a Bldg permit, and to clean up yard while waiting. Owner is making progress cleaning, and repairing garage. Property cleaned up, making progress.
262 S 13th St	Exterior openings, Protective treatment, decayed siding/soffitts/facsia, Mold	Pending	Jessica Ferguson (address unknown). Purchased taxes-Charles Aden 2606 SW 14th St. Lincoln, NE 68522	Certified	Owner of Record is Jessica Ferguson (Co. Assessor), Aden purchased the taxes for the parcel in 2010 (Co. Treasurer). Proceeding to Condemnation. Trying to get reconveyance documents from Mortgage/Foreclosure

### 2013

146 N 3rd	Plumbing-Elec systems, strucural concerns, stairs	09/22/13	Jerry & Sharon Culp 132 N 3rd, 643-4487	Served by SPD	Making progress, asked for time extension.
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### 2012

518 N 5th St	Protective Treatment, Exterior wall repairs	11/11/12	Scott Duer, PO Box 73 Staplehurst, NE 68439, 402-643-5478	Personal	Spoke to Owner. Scott called req. time extension. Holes in garage are patched, will paint this Spring.
912 Main St	Trees/limbs	01/11/15	Dan & Lorrie Pearson, 1465 Augusta Dr Seward, NE 643-3344	Notice letter	making progress. Recontacted and advised needs to finish cleaning out.
926 Main St	Trees/limbs	01/11/15	Dan & Lorrie Pearson, 1465 Augusta Dr Seward, NE 643-3344	Notice letter	making progress. Recontacted and advised needs to finish cleaning out.

## City of Seward - OPEN Code Violation Report

149 N 1st	Elec System Hazard, Protective treatment, Abandoned Veh's	03/06/12	Robert Wasser, PO Box 115, Bee, NE 68314, 402-643-6384	Verbal	During inspection Wasser became angry at City Officials and stated he did not have funds to rectify violations, so the City should go ahead and start filing liens. No action taken by Wasser, proceeding to written/served formal Notice & Orders.
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### 2011

535 S Columbia	Unsafe Structures, Foundation failing, Protective treatment	01/18/12	Daniel & Barbara Liska, 1215 Eastridge Seward, NE 68434	Verbal	Barb Liska stated; they're in the process of Demo garage, have roll off dumpster on site; the house is a large project they're doing themselves and will take time. No further progress observed. Barb stated working on 1 garage, when done, will demo leaning garage, then work on foundation. Started repairs to 2nd garage, making progress.
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## City of Seward - OPEN Code Violation Report

608 S 1st	Junk & Litter	06/03/13	James Kuhlman, 608 S 1st St. Seward, NE 68434, 402-641-4709 cell	Served by SPD	financial hardship, will work on putting up privacy fence, pulled Building permit for fence. 12-12-11 has removed some appliances and some junk, Progress on fence; Diggers Hotline has been there. Some post have been set and framing started. Just had hip surgery. NOTICE & ORDERS issued 5-3-13, deadline 6-3-13. Needs follow up. Still making progress.
427 N 3rd St.	Structural deterioration, protective treatment	09/05/11	Freddie Redmond, 427 N 3rd St. Seward, NE 68434. 641-4089	Certified	request indefinte time extension, financial hardship. Progress is being made (B11-226), has replaced porch support colums, purchased construction material for remaining repairs, and has set up scafoling to start scraping peeling paint once it warms up, started refoor. Making progress.
1313 W Hwy 34	Foundation Walls, Grading-Drainage, Storage	02/28/11	Brian Fehlhafer, 1389 Progressive Rd.	Certified	Referred to City Atty 2-28-11 for non-compliance/further action. City Admin. Baker will meet with Fehlhafer. Unknown status
411 S Columbia Ave	Protective Treatment, Gutters	10/19/11	Ken Schmeiding, 1352 N 8th St Seward, NE 68434, 643-4357	Verbal	No progress observed. Will re-contact. Ken stated no plans to do anything for this house until the other one is done.
<b>2010</b>					

## City of Seward - OPEN Code Violation Report

29 Jackson St	Junk & Litter, Protective Treatment, Gutters, inoperable plumbing system	07/14/10	Wayne Pieper, 1142 E 6th St. York, NE 68467, cell # 366-8610	Verbal & Served	Referred to City Atty 7-14-10 for non-compliance/further action. FINAL NOTICE served by York Co Sheriff, Deadline to comply 12-12-11. Pieper will sched. walk thru Insp when available. Insp sched for Thur 4-12-12. All violations not rectified, (sewer, foundation) needs follow up.
429 S Columbia Ave	Protective Treatment, Gutters	10/19/11	Ken Schmeiding, 1352 N 8th St Seward, NE 68434, 643-4357	Verbal	Making progress, will continue working. No further progress observed, will re-contact. Plans to paint this summer. Painting started, no progress on gutters. Owner advised making progress on painting.
<b>2009</b>					
<b>2008</b>					

## City of Seward - OPEN Code Violation Report

839 N 6th St	Exterior openings, Protective treatment, decayed siding/soffitts/facsia, Mechanical venting	<b>08/24/08,</b> <b>10/24/12</b>	John McKinney, 135 Driftwood Dr. Aurora, NE 68813, 402-540-1353	Served by Hamilton Co Sheriff	Referred to City Atty 9-2-08 for non-compliance/further action; FINAL NOTICE served by Hamilton Co Sheriff Ofc, Deadline to comply 11-14-11. <b>Pending litigation by City Atty</b> , unsafe garage is attached to residence. 12-9-11 City Atty called owners dad to ask him to help make son comply. To date still no action taken by Mckinney OR City Atty.. Demo estimate report completed and referred to City Admin. Per Baker-proceeding with plans for City to Demo this Spring. Per Hughes-postpone moving forward-waiting on Brauer to recontact Mckinney's dad. Mckinney obtained DEMO permit, scheduled to Demo this week. Garage Demo complete, in communications with owner ref remaining vio's. Communications have broke down again. Issued CONDEMNATION. Pending City Admin. decision on what to do next.
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**SEWARD POLICE DEPARTMENT  
FEBUARAY 2015 MONTHLY REPORT**

ARRESTS	32
CITATIONS	09
PARKING TICKETS	33
WARNINGS	108

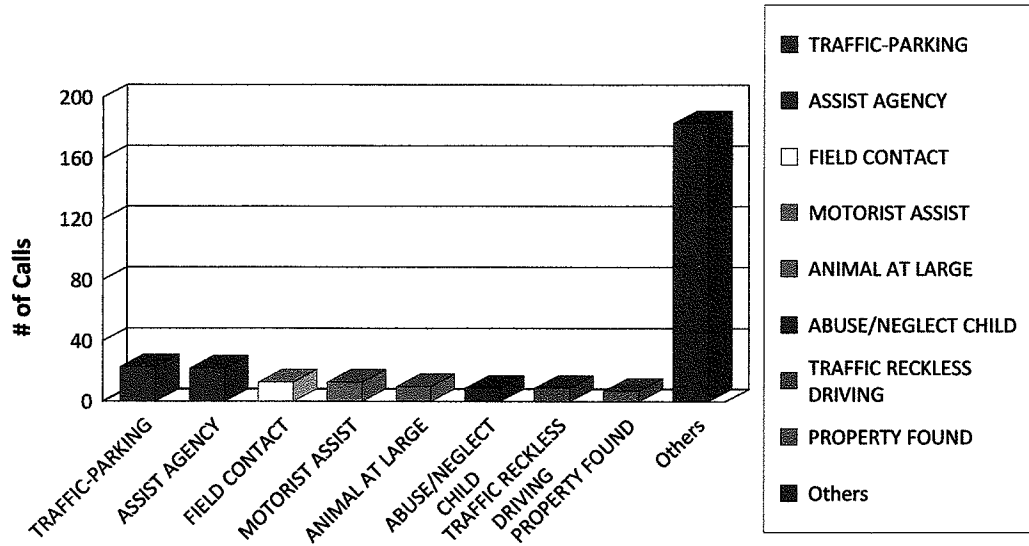
The above numbers do not include red tag warnings for parking violations, yellow tag warnings for animal violations or verbal warnings.

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

## Calls Statistics by Type Summary

2/1/2015 - 2/28/2015  
00:00:00 - 23:59:59

Agency - SPD



	2/2015	Total
911 ABANDONED	4	4
911 HANG UP	2	2
911 MIS-DIAL	3	3
911 OPEN LINE	5	5
ABUSE/NEGLECT CHILD	9	9
ACCIDENT ANIMAL	1	1
ACCIDENT HIT & RUN	4	4
ACCIDENT PARKING	3	3
ACCIDENT PROPERTY	2	2
ACCIDENT W/O INJURIES	2	2
ACCIDENT WITH INJURIES	2	2
ALARM INTRUSION	2	2
ALARM MONITORING	1	1
ALARM OTHER	1	1
ALARM TROUBLE	1	1
ANIMAL AT LARGE	10	10
ANIMAL CRUELTY TO	1	1
ANIMAL FOUND	3	3



	2/2015	Total
ANIMAL LOST	3	3
ARREST DUI	5	5
ARREST DUS	6	6
ARREST OTHER	1	1
ARREST WARRANT	6	6
ASSAULT DOMESTIC	1	1
ASSAULT PHYSICAL	1	1
ASSIST AGENCY	22	22
BURGLARY/RESIDENCE	1	1
CITIZEN COMPLAINT	1	1
CIVIL CHILD CUSTODY	1	1
COMMUNITY SVC SNOW RE	1	1
CORONER CALL	5	5
CRIMINAL MISCHIEF VANDAL	1	1
DISREGARD	5	5
DISTURBANCE	1	1
DISTURBANCE DOMESTIC	1	1
DRUG VIOLATION	2	2
ESCORT	1	1
EXTRA PATROL	1	1
FIELD CONTACT	13	13
FIX IT TICKET	3	3
FORGERY/COUNTERFEITING	1	1
FRAUD	2	2
FRAUD OTHER	2	2
FUNERAL ESCORT	6	6
GAS LEAK	1	1
GUN PERMIT	6	6
HARASSING PHONE CALLS	1	1
HARASSMENT	1	1
INFORMATION	3	3
JUVENILE WELFARE	2	2
JUVENILE/UNCONTROLLABLE	1	1

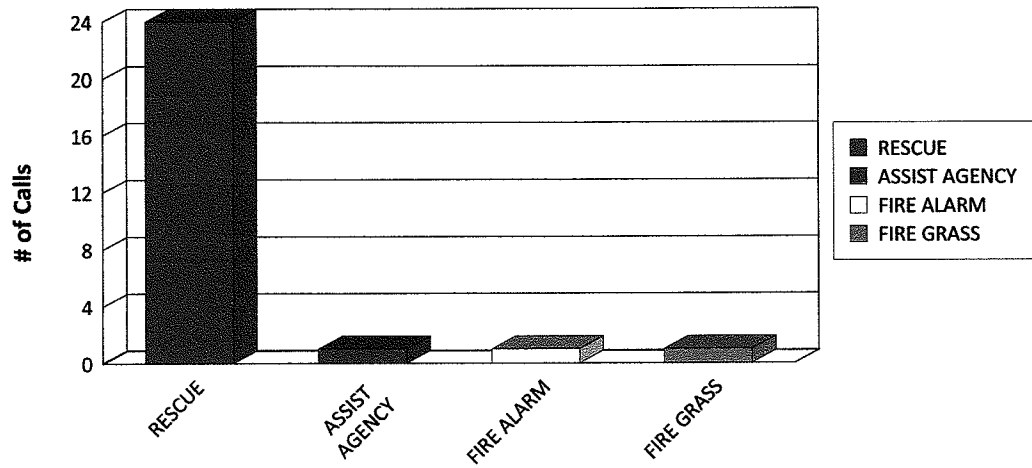
	2/2015	Total
JUVENILE-OTHER	1	1
LIQUOR MIP	3	3
LITTERING	1	1
MENTAL	1	1
MENTAL EPC	1	1
MOTORIST ASSIST	13	13
OPEN DOOR BUSINESS	1	1
ORDINANCE VIOLATION	4	4
PAPER SERVICE	1	1
PROPERTY DAMAGE	3	3
PROPERTY FOUND	7	7
PROPERTY LOST	1	1
PUBLIC PEACE	6	6
PUBLIC SERVICE	5	5
SALES	1	1
SPECIAL ASSIGNMENT	1	1
STALLED VEHICLE	1	1
SUSPICIOUS	5	5
THEFT BUSINESS	3	3
THEFT FAIL TO PAY	4	4
THEFT RESIDENCE	1	1
THEFT SHOPLIFTING	1	1
THEFT-OTHER	1	1
THREATS OTHER	1	1
TOBACCO VIOLATION	1	1
TOWED VEHICLE	1	1
TRAFFIC	1	1
TRAFFIC - DUI	1	1
TRAFFIC - DUS	2	2
TRAFFIC CONTROL	2	2
TRAFFIC HAZARD	2	2
TRAFFIC RECKLESS DRIVING	9	9
TRAFFIC SPEEDING	1	1

	2/2015	Total
TRAFFIC STOP	1	1
TRAFFIC VEHICLE IN DITCH	2	2
TRAFFIC-OTHER	3	3
TRAFFIC-PARKING	23	23
VACATION/RESIDENCE CHECK	2	2
WELFARE CHECK	7	7
Total	289	289

## Calls Statistics by Type Summary

2/1/2015 - 2/28/2015  
00:00:00 - 23:59:59

Agency - SFD



	2/2015	Total
ASSIST AGENCY	1	1
FIRE ALARM	1	1
FIRE GRASS	1	1
RESCUE	24	24
Total	27	27

**Seward County Economic Development Corporation  
Activities Report – Jonathan Jank**

**Director's Report – March 9, 2015**

**Report period: 2/14/2015-3/9/2015**

**Presentations**

- Submitted articles, quotes, and/or press releases for the Seward County Independent
- Promoting SCEDC via Facebook page and website updates
- Presented to the Milford City Council about recent SCEDC activities and community downtown revitalization efforts (3/3)
- Presented at the Nebraska Human Resources Institute at their Internship Late Night event at the University of Nebraska-Lincoln campus (3/5)

**Financial Information**

- Seward County Economic Development Corporation Primary Account Balance: \$35,960.95
- Seward County Economic Development Corporation Secondary Account Balance: \$84,157.99
- Fundraising:
  - ➔ Recent donations/grants:
    - Private Sector Annual Contributions (Pledges, Cash, and Donation of Facilities) to the SCEDC – None
    - Debit Card Dime-A-Time – \$0.60
- Events:
  - None
- Upcoming Events:
  - Southeast Nebraska Resource Network Quarterly Meeting in Milford – March 12
  - Tri-County Career Day and Job Fair in York (Tri-CountyJobFair.com) – March 17
  - SCEDC Lunch and Learn "Trade Show Booth Best Practices" – March 19
  - Southeast Nebraska Professional Development Seminar in Seward (NebraskaProfessionals.com) – March 25
  - Community Venture Network – April 17/August 21/December 18
  - Fort Riley Veteran Job Fair (Workforce Recruitment Efforts for Seward County) – April 22
  - Bayer CropScience North American Wheat Breeding Station Ribbon Cutting – May 13
  - Mid-America Economic Development Council Best Practices Conference in Omaha – May 13 - 15
  - SCEDC Grant Funded Economic Development Research Trip in Europe – May 23 – June 13
  - EntrepreneurShip Investigation (ESI) Camp for Middle School Students in Seward County – June 23 – 27
  - National Manufacturing Day – October 2
  - FabTech Trade Show in Chicago – November 9 - 12
  - University of Oklahoma Economic Development Institute – December 6 – 10

**Administration**

- Meetings:
  - Seward County Bridges Board (Board Meeting – 2/27 and 3/3)
  - Seward Area Development Corporation (Luncheon Meeting – 2/26)
  - Seward County Economic Development Corporation (Board Meeting – 2/16)
  - Seward City Council Meeting (Bi-Monthly Meeting – 3/3)
  - Milford City Council Meeting (Monthly Meeting – 3/3)
  - Village of Utica Trustees Meeting (None)
  - Seward County Commissioners Meeting (Presentation about Seward Fiber Optic Ring – 2/24)

**Membership Meetings**

- Milford Chamber of Commerce (None)
- Utica Commercial Club (Luncheon Meeting – 2/24)
- Seward Area Chamber of Commerce (Ambassador Call – 2/17; Meeting to Discuss Seward Cell Phone App – 2/18)
- Seward Kiwanis Club (Monday Meetings)
- Seward County Interagency Council (None)
- EntrepreneurShip Investigation (ESI) Camp for Middle School Students in Seward County (Camp Planning Meeting – 3/3)
- Milford Community Development (Downtown Revitalization Meetings – Multiple)
- Utica NEDED Leadership Application (None)
- Lincoln Area Development Partnership (Regional Website Development Meetings – Multiple)
- Southeast Nebraska Development District/Southeast Resource Network (None)
- UNL President's Advisory Council (None)
- Community Change Catalyst with the Sherwood Foundation (None)

**Trainings**

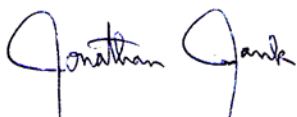
- Navigating the Pockets of Entrepreneurial Chaos at the Southeast Community College Entrepreneurship Center (2/27)

**Projects (works in progress)**

- BR&E visit with KapStone Paper and Packaging
- Resubmitted information for Project Holly
- Working on 4 Lanes 4 Nebraska efforts to expand U.S. Highway 81 going north to four lanes to facilitate another corridor for truck traffic for Seward Co. employers
- Working on a committee for creating additional entrance signs to Seward
- Working on recruiting a company from Minnesota while coordinating efforts to partner with a local manufacturer in Seward County
- Responded to multiple requests for housing needs in Seward County (also still working on RentSeward.com & considering innovative workforce housing projects)
- Working on promoting the upcoming Fiber Optic Ring in downtown Seward to the business community
- Working on potential partnership with the Seward Area Chamber of Commerce for co-locating offices
- Working with employees being displaced from the Digitec, Inc. manufacturing facility closing in Milford
- Working on facilitating the next steps for a Milford housing development
- Working on Pleasant Dale Village Trustees presentation to discuss local economic development programs available to spur on commercial expansion
- Working with the Seward Area Development Corporation through Ayars and Ayars to develop their 23-acre site with a spec building on it
- Responded to multiple requests for information about Seward County from local and statewide economic development partners, elected officials & entrepreneurs
- Working on submitting the City of Milford Downtown Revitalization Application through NEDED
- Working on the Village of Utica Leadership Application through NEDED
- Responded to multiple e-mails regarding requests for information about future development opportunities in Seward County
- Working on planning for many upcoming events (see above) in Seward County and to promote Seward County...

Holiday – None

Signature:



Date: 3/9/15



# **City of Seward, NE**

**Tuesday, March 17, 2015**

**Regular Session**

## **Item G3**

### **PUBLIC HEARING - 7:00 P.M. - CONSIDERATION OF A PRELIMINARY PLAT TITLED WEB 4TH ADDITION - John Hughes**

**Administrative Report: Following the public hearing, review and discussion, the Council may choose to approve the Preliminary Plat.**

**Staff Contact:**

## **NOTICE OF PUBLIC HEARING**

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 March 9, 2015, and the City Council of the City of Seward, Seward County, Nebraska on Tuesday March 17, 2015 at 7:00 pm in the Council Chambers at the Municipal Building, 142 North 7<sup>th</sup> Street, Seward, Nebraska. Said Public Hearings will be to obtain public comment regarding proposed subdivision Preliminary Plat of WEB 4th Addition and Annexation into the City limits.

This subdivision, which is the subject of this notice and of the public hearings, is described as follows (24 lots between Waverly Rd. and E. Maple St, and N. Columbia Ave. and Star St).

Legal Description: A subdivision of Outlot "A", Web 3<sup>rd</sup> Addition to the City of Seward, located in the Northeast Quarter of Section 16, Township 11 North, Range 3 East of the 6th P.M., Seward County, Nebraska and more particularly described as follows:

Beginning at the Southwest corner of Outlot A, Web 2nd Addition as platted in the City of Seward; THENCE South 89 degrees 59 minutes 20 seconds West, along the north line of Web 2nd Addition, for a distance of 334.97 feet, to the northwest corner of Lot 6, Block 1, Web 2nd Addition; THENCE South 00 degrees 01 minutes 04 seconds East, along the west line of said Lot 6, for a distance of 129.90 feet; THENCE North 89 degrees 57 minutes 38 seconds West, a distance of 60.00 feet; THENCE South 00 degrees 01 minutes 04 seconds East, a distance of 10.00 feet; THENCE North 89 degrees 57 minutes 38 seconds West, a distance of 132.08 feet, to the southeast corner of Lot 1, Block 1, Web 3<sup>rd</sup> Addition as platted in the City of Seward; THENCE North 00 degrees 00 minutes 00 seconds West along the East line of said Block 1, a distance of 715.40 feet; THENCE South 88 degrees 57 minutes 09 seconds East, along the south right of way line of Waverly Road, a distance of 527.12 feet to the northwest corner of Outlot A, Seward Middle School Addition as platted in the City of Seward; THENCE South 00 degrees 00 minutes 08 seconds West, along the west line of said Outlot A, for a distance of 565.93 feet to the Point of Beginning. Together with and subject to covenants, easements, and restrictions of record. Said property contains 7.51 acres more or less.

All interested parties shall be afforded at such public hearing a reasonable opportunity to express their views regarding the proposed application for Preliminary Plat and Annexation.

Ed Gonzalez  
Building/Zoning Director  
City of Seward

Published: 2-25-15



## Major Subdivision Application

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

Date Submitted: 2-6-15

**Preliminary Plat Application Fees:**

Filing fee \$400.00 + \$40.00 Per Lot = \$ 960.00 , + Notification fee \$100 = \$1460.00  
24

Name of Subdivision: Web 4<sup>th</sup> Addition

Owner/Developer: Web Development LLC

Legal Description: subdivision of Outlot A, Web 3<sup>rd</sup> Add, NE 1/4, Sec 16, T11N, 3E.

Project Engineer: Mainelli Wagner & Assoc. Number of Lots: 24

Present Zoning: R-1 Requested Zoning: R-1

Within City Limits	Yes _____	No <input checked="" type="checkbox"/> _____	NA _____
Adjacent to City Limits	Yes <input checked="" type="checkbox"/> _____	No _____	NA _____
Within 2 mile area	Yes <input checked="" type="checkbox"/> _____	No _____	NA _____
Annexation Requested	Yes <input checked="" type="checkbox"/> _____	No _____	NA _____
Restrictive covenants provided	Yes _____	No <input checked="" type="checkbox"/> _____	NA _____
Subdivision Agreement submitted	Yes _____	No <input checked="" type="checkbox"/> _____	NA _____
Performance Bond Required	Yes _____	No _____	NA _____

Signed by Developer Bill [Signature]

### Preliminary Plat Review

Staff Review

Electric Dept \_\_\_\_\_  
Street Dept \_\_\_\_\_  
Water/Waste \_\_\_\_\_  
Police Dept \_\_\_\_\_  
Park/Rec Dept \_\_\_\_\_

Agency Review

Cable TV \_\_\_\_\_  
Gas Co \_\_\_\_\_  
Telephone Co \_\_\_\_\_  
School Board \_\_\_\_\_  
County P.C. \_\_\_\_\_

**Final Plat Application fees:**

Filing fee \$100.00 + \$10.00 Per Lot (\$ \_\_\_\_\_ ) = \_\_\_\_\_

Aid to Construction for Electric Dept fees (City of Seward Resolution 8-07):

Developer fees \$400 Per Lot = \$ \_\_\_\_\_ + \$4.00 per foot of electrical line installation for lots \_\_\_\_\_ = \_\_\_\_\_

Date and action taken:

Planning Commission: \_\_\_\_\_ City Council: \_\_\_\_\_





**DEVELOPMENT LLC**

---

2054 Holdrege Road • Pleasant Dale, NE 68423  
402-761-2221 office • 402-643-5654 mobile  
email [bill@kuhlmanconstruction.com](mailto:bill@kuhlmanconstruction.com)

February 9, 2015

Ed Gonzalez  
Building-Zoning Director  
City of Seward  
PO Box 38  
142 N 7<sup>th</sup> Street  
Seward, NE 68434

Dear Mr. Gonzalez,

This is a request for the Web 4<sup>th</sup> Addition to the City of Seward to be annexed into the City of Seward. Total development area is 7.51 acres.

If you have any questions or need additional information, please let us know.

Sincerely

A handwritten signature in black ink, appearing to read 'Bill Kuhlman', with a long horizontal flourish extending to the right.

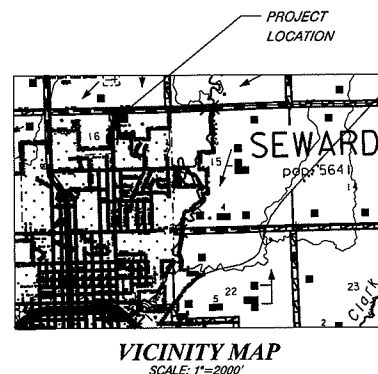
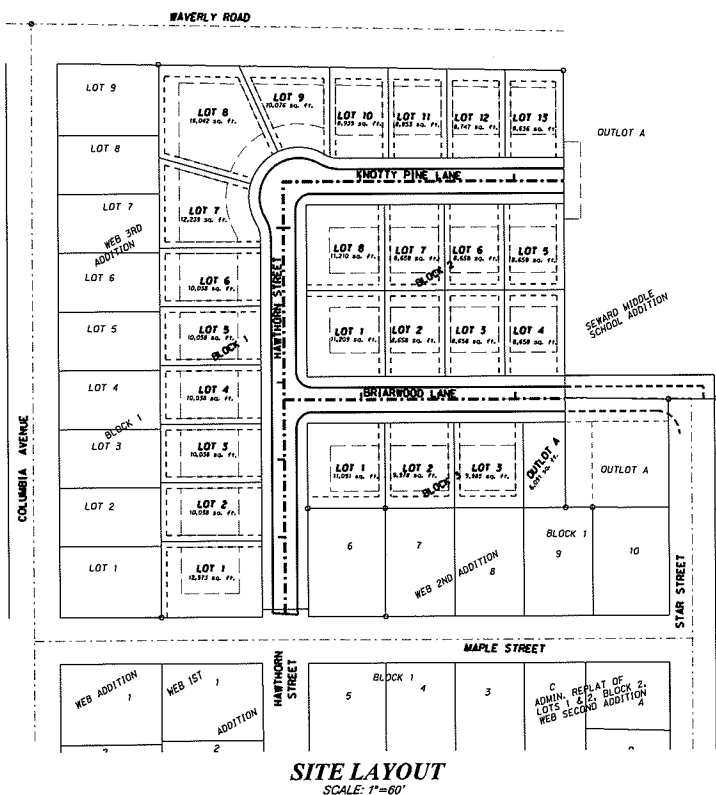
Bill Kuhlman  
Web Development Corp

1	TITLE SHEET
2	PRELIMINARY PLAT
3	GRADING PLAN
4	UTILITY PLAN
5 TO 7	PLAN AND PROFILE SHEETS
X-1 TO X-7	CROSS SECTIONS

**DEVELOPER*****SURVEYOR*****ENGINEER**

### LEGEND

THE LOCATIONS OF ALL AERIAL AND UNDERGROUND UTILITY FACILITIES MAY NOT BE INDICATED IN THESE PLANS. UNDERGROUND UTILITIES, WHETHER INDICATED OR NOT WILL BE LOCATED AND FLAGGED BY THE UTILITIES AT THE REQUEST OF THE CONTRACTOR.

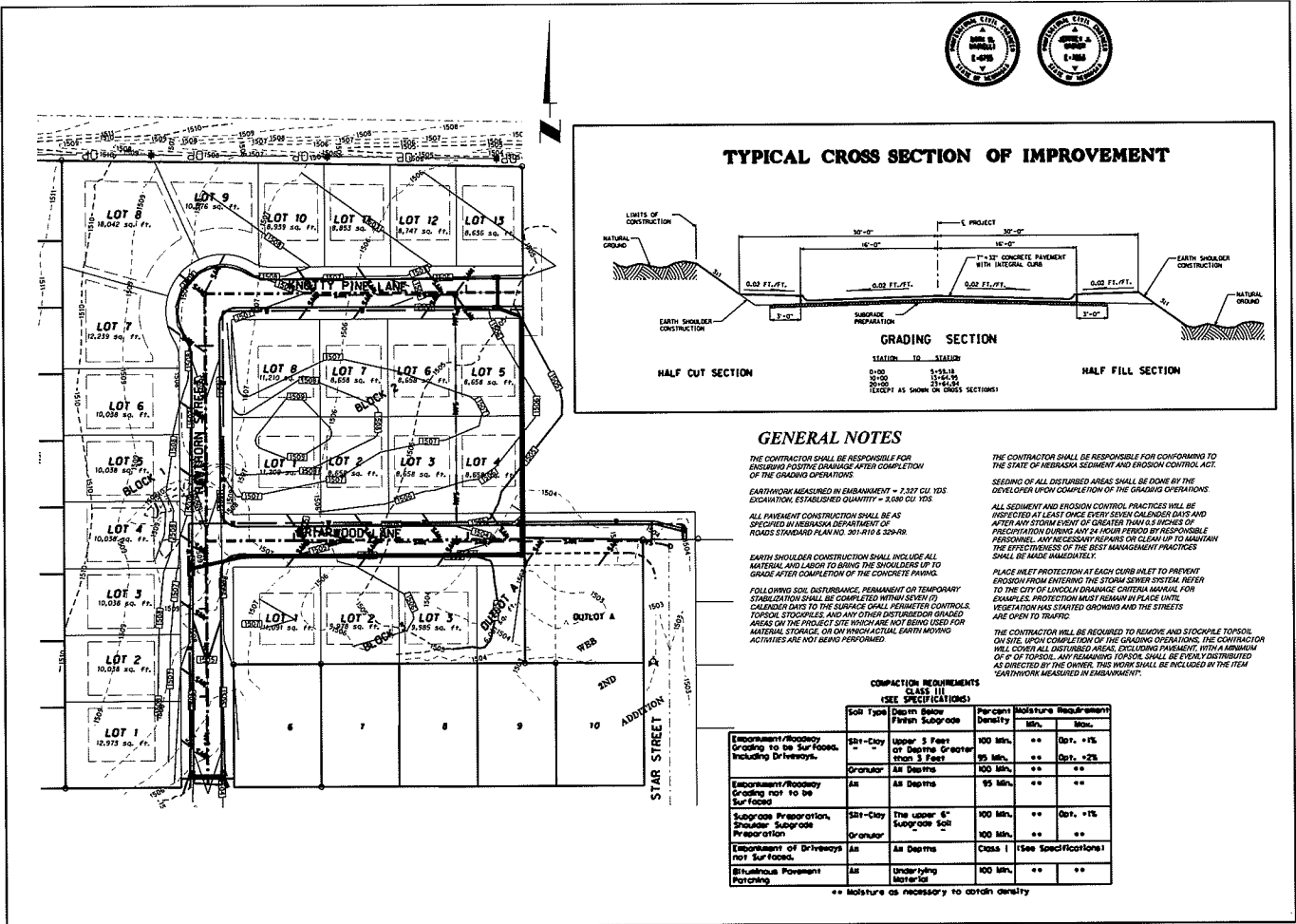


**MAINELLI WAGNER & ASSOCIATES, INC.**

LOCATED IN THE NE 1/4 OF  
SEC. 16-T11N-R3E, CITY OF SEWARD,  
SEWARD COUNTY, NEBRASKA.

## REVISION





**MAINELLI WAGNER & ASSOCIATES, INC.**  
 6920 VAN DORN, LINCOLN, NEBR. 68506 PHONE 402-421-1717 FAX 402-421-6061

LOCATED IN THE NE 1/4 OF SECTION 14, T14N, R1E, CITY OF SEWARD, SEWARD COUNTY, NEBRASKA.

**WEB 4TH ADDITION**  
 PRELIMINARY PLAN

REVISION

DRAWN BY

CJT

CURRENT PLAN DATE

MARCH 2, 2015

PREVIOUS PLAN DATE

SCALE

1" = 50'

**GRADING PLAN**

SHEET NO.

3





## **Summary of Drainage Study for Web Fourth Addition**

### **Site Location**

The proposed development consists of 7.51 acres located in the northeast quarter of Section 16-township 11 north-range 3 east, between Maple Street and Waverly Road in the City of Seward. This area is bounded by Web 3<sup>rd</sup> Addition on the west, Web 2<sup>nd</sup> Addition on the south and the Seward Middle School Addition on the east.

### **Plum Creek Park Drainage Study**

Flow rates from the 1991 Drainage Study prepared by JEO as well as the drainage computations from The Schemmer Associates for Web First Addition were used as a guide in developing the proposed drainage system. All computations and comparisons are based on the 10 year design discharge. From these studies, the flow that would enter this system, based on the full buildout condition, is 39 cfs at the southeast corner of Maple and Hawthorn Streets. The maximum flow that would leave this site along the east side of Star Street and halfway between Hickory and Maple Street would be 103 cfs from both studies.

### **Proposed Drainage**

Seward Staff have indicated that the current storm sewer system is overloaded downstream and has caused manhole covers to be dislodged and drainage to come out of the inlets. This is an issue that must ultimately be corrected by studying the entire system from the downstream up and determining where the pipe deficiencies lie. Web Development has included a significant amount of additional grading and upsized the storm sewer pipes for this development in an effort to delay the peak flow as much as possible. This will not solve the downstream issues but hopefully may help, especially at smaller storms (< 10 year event). The model from the Web 2<sup>nd</sup> Drainage study was used as the base and Web 4<sup>th</sup> proposed storm sewer system was added to it. the drainage areas from web 2<sup>nd</sup> were modified slightly to reflect the current conditions.

The system has been broken down into 6 cells, A thru F, as shown on the attached drawing. The proposed pipe sizes are also shown on this drawing.:

Cell A will be graded so that the drainage along the north side of Knotty Pine flows to the North into the ditch along the south side of Waverly Road. There is 1.18 acres in this cell that amounts to 3 cfs. This drainage ditch appears to drain to the east (per the survey data we have) to the west side of the Middle School development then turn to the south and flows along the back side of the lots of Block 2 of Web 2<sup>nd</sup> Addition. This flow would enter the current system downstream of the Web Developments and may be part of the system overload

downstream. Without some detailed data from the Middle School Development, it is hard to calculate how much drainage this amounts to.

Cell B collects the drainage between Columbia and the east side of Hawthorn, south of Briarwood via two curb inlets at the north side of Maple. The west curb inlet collects 5.43 cfs, of which 2.77 cfs is bypassed flow from Cell F1. There is 1.18 cfs that bypasses the west inlet and is collected by the curb inlet just south of Maple street. This 1.18 cfs was added to the 39 cfs from Cell C (from original drainage study). The east curb inlet collects 0.43 cfs. A 24" pipe connects the two curb inlets and connects to the existing system at the manhole at the SE corner of Maple and Hawthorn.

Cell D collects the drainage along the north and south sides of Maple, between Hawthorn and Star street via two curb inlets at the west side of Star Street (from Web 2<sup>nd</sup> design). The total discharge from cell D is 52.9 cfs (Cells B, C, and D). there is 0.27 cfs that bypasses the south curb inlet and is collected by the curb inlet along the west side of Star just south of the intersection.

Cell E collects the drainage at the SW corner of Briarwood and Star via two curb inlets at the NE corner of Star and Maple (from Web 2<sup>nd</sup> design). The total discharge from Cell E is 2.21 cfs.

Cell F collects the drainage for the majority of the development. F1 drains 3.26 acres which amounts to 8.24 cfs. 5.47 cfs is intercepted by a curb inlet at the SW corner of Briarwood and Hawthorn. There is 2.77 cfs that bypasses this inlet and is captured by the west inlet of cell B. F2 drains the area along the east side of Hawthorn between Briarwood and Knotty Pine. This area accounts for 0.56 cfs that is captured by a curb inlet at the SE corner of Briarwood and Hawthorn. Cell F3 drains 0.95 acres which amounts to 2.4 cfs. 1.85 cfs is intercepted by a curb inlet along the north side of Briarwood. 0.55 cfs is bypassed and is collected by the inlet at the NE corner of Briarwood and Star. F4 drains 0.68 acres which amounts to 1.72 cfs. 1.47 cfs is intercepted by a curb inlet along the south side of Briarwood. 0.25 cfs is bypassed and is collected by the inlet at the NW corner of Star and Maple. F5 drains 0.93 acres which amounts to 2.35 cfs. 2.31 cfs is intercepted by a curb inlet along the south side of Knotty Pine. 0.04 cfs is bypassed and is collected by the curb inlet at the NE side of Briarwood and Star. F6 drains 0.35 acres which amounts to 0.88 cfs that is intercepted by a curb inlet along the north side of Knotty Pine. F7 is the large open field from the west side of the Seward Middle School Development. There is 2.13 acres of drainage which amounts to 5.38 cfs, of which 3.21 acres is captured by the curb inlet at the NE corner of Briarwood and Star (the 3.21 cfs includes 0.59 cfs of bypassed flow). This curb inlet is in a small sump location and will capture more drainage – to be conservative, it was designed as a inlet on grade and the bypassed flow (2.77 cfs) flows to the curb inlet at the NE corner of Star and Maple. F8 drains 1.23 acres along the east side of Star which amounts to 3.11 cfs. There is 2.77 cfs of bypassed flow, making the total flow to the curb inlet at the NE corner of Star and



Maple 5.88 cfs. The curb inlet intercepts 3.81 cfs and the 2.07 cfs of bypassed flow is intercepted by the curb inlet at the SE corner of Star and Maple.

The total 10 year flow that is captured by the storm sewer system from Web 2<sup>nd</sup> and Web 4<sup>th</sup> is 72.94 cfs at the curb inlet located at the SE corner of Star and Maple. This flow is directed into the downstream system via a 48" RCP that was constructed with Web 2<sup>nd</sup> Addition. The detailed calculations are included with this summary.

# **City of Seward Planning Commission**

## **Minute Record**

### **March 9, 2015**

The City of Seward Planning Commission met in regular session at 7:30 p.m. March 9, 2015 at the Municipal Building, 142 No. 7<sup>th</sup> Street, Seward, Nebraska. Upon roll call the following Commission Members were present: M. Langner, S. Bowen, T. Spunaugle, K. Gustafson, C. Kotera, R. Soucek, D. Ellis. Other Officials present: Public Facility/CIP & GIS Director John Hughes & Code Enforcement Director Ed Gonzalez.

Absent members were: R. Wallman, R. Niemoth, C. Corum

All proceedings hereafter shown were taken while the convened meeting was open to the public.

The meeting with the Planning Commission was called to order by Interim Commission Chairman Russ Soucek at 7:30 p.m. He requested that all individuals speaking during the public hearing limit their comments to five minutes each and one representative per household.

Interim Commission Chairman Soucek announced that a copy of the agenda for this meeting is posted on the front window of the Municipal Building and copies are available on the north wall where a copy of the open meetings act is also posted for the public.

#### **1. Public Hearing – Web 4<sup>th</sup> Addition Preliminary Plat**

Bill Kuhlman, 2054 Holdrege Road, Pleasant Dale, NE spoke as the Developer/Applicant. The development includes 26 lots; will allow for access to Star Street for emergency vehicles and will provide better water drainage. There is no outlet from Star Street to Waverly Road due to City requirements (per J. Hughes). The Seward School System sold an easement to WEB located at the end of Knotty Pine. Access to Star Street will occur from Briarwood Lane. Drainage is a concern in this area. WEB will be increasing the size of the drainage pipe to 24”.

Jared Hochstein, 357 Star Street, Seward, NE spoke as a homeowner concerned about rain water drainage. Hochstein indicated he has lived at this location for seven years and has witnessed the manhole cover “blown off” from the force of the rushing water. (Pictures from May 11, 2014 were provided by Seward Staff prior to meeting).

Carrie Sermeno, 1957 North Star, Seward, NE spoke as a homeowner concerned about rain water drainage. Sermeno has lived at this location for 20 years. Sermeno indicated a rain of as little as 1-2 inches can cause flooding in this area. Sermeno’s had an addition to their home in 2004 which has prevented any further damage. (Pictures from May 11, 2014 were provided by Seward Staff prior to meeting). However, the home located at 1941 Star Street regularly received damage.

Craig Williams, 455 Star Street, Seward, NE spoke as a homeowner concerned about rain water drainage. Williams provided a photo of flooding which occurred on May 11, 2014 and four other photos from approximately 1999.

Jim Hild, 2005 Star Street, Seward, NE spoke as a homeowner concerned about rain water drainage. Hild has lived at this location for 20 years. They have sustained water damage three times. He has installed drainage tile and had significant dirt work done to prevent water damage.

Todd Thege, 333 Star Street, Seward, NE spoke as a homeowner concerned about rain water drainage.



Karen Thege, 333 Star Street, Seward, NE spoke as a homeowner concerned about rain water drainage. Thege has lived at this location since July 2003. She has witnessed the manhole cover "pop off" 3 times since living there.

Bill Kuhlman indicated he can attest to the water issues in this area, however, the problems exist because of the drainage from the Elementary and Middle Schools, not the developments. He indicated the natural flow of the water cannot be changed. He feels the best way to address the problem is to develop the area and slow down the water flow, give the water time to drain.

Jeff Wagner, 6920 Van Dorn Street, Lincoln, NE, spoke as representative of Mainelli, Wagner & Associates, Inc., the Engineering firm for the development. He indicated they used the plans from WEB – 2<sup>nd</sup> as a foundation for the WEB – 4<sup>th</sup> plans. He indicated drainage in this area is currently 103 cfs (cubic feet per second). He anticipates that following the development, it should be reduced to 78 cfs.

Karen Thege indicated she has noticed an increased amount of water drainage as this area continues to become more developed.

Jeff Wagner indicated there are only two factors that can be altered: time of concentration and run-off coefficient.

J. Hughes indicated the plan allows for a 10-year-storm event; 3 inch rainfall per hour. The water drainage problems in this area are due to the Elementary and Middle School properties. He indicated there is a detention cell behind the Elementary School but it is not used. Commission Members asked why this is not used; J. Hughes indicated the proper grading was never finished.

Commission Member T. Spunaugle made a motion to approve the WEB 4<sup>th</sup> Addition Preliminary Plat; Commission Member K. Gustafson seconded.

Aye: Langner, Spunaugle, Gustafson, Soucek, Bowen, Ellis

Nay: Kotera

Absent: Wallman, Niemoth, Corum; Motion carried.

2. Public Hearing – Voluntary Annexation request for WEB 4<sup>th</sup> Addition

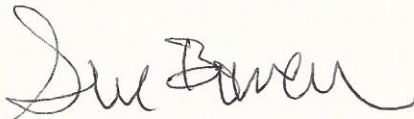
Bill Kuhlman, Holdrege Road, Pleasant Dale, NE spoke as the Developer/Applicant. He indicated this request is to annex the development just discussed into the City.

Commission Member D. Ellis made a motion to approve the Voluntary Annexation Request for WEB 4<sup>th</sup> Addition; Commission Member C. Kotera seconded. Motion carried unanimously.

3. Report on Meetings  
No meetings were attended.

4. Consent Agenda  
The minutes of February 9, 2015.  
E. Gonzales indicated Item #2 should read, "...Phil Luebbert, JEO Consulting Group, Inc...".  
Commission Member D. Ellis made a motion to approve the minutes with the identified changes;  
Commission Member C. Kotera seconded; motion carried unanimously.

Meeting adjourned at 8:50 p.m.



Sue Bowen  
Secretary



142 N 7th St., PO Box 38 Seward, NE 68434  
402-643-4000 Ext. 3 Office  
[Edward.Gonzalez@CityofSewardNE.com](mailto:Edward.Gonzalez@CityofSewardNE.com)

Ed Gonzalez  
Building/Zoning &  
Code Enforcement Director

## City Council Report for March 17, 2015:

### 1. 7:00pm Public Hearing; Web 4th Addition Preliminary Plat

This is a 24 lot addition located between N. Columbia Ave. and Star St., and Waverly Road and Maple St. This subdivision will involve constructing new streets, curb and gutters, and extending City utilities. City staff communicated some storm water drainage concerns with Developers and Developers are adding increased storm water management design to slow down times of concentration prior to reaching City facilities. The Developer is in negotiations with adjacent property owners to acquire additional land to extend Star St. to connect to the new Briarwood St. and easement for a turnaround at the dead end of the new Knotty Pine Lane.

The Subdivision conforms to the City's Comprehensive Plan Future Land Use map with the single family use type. The Plat conforms to the requirements of the City of Seward's Unified Land Development Ordinance reference Major Subdivision application requirements (11.3804). The area is currently located in a Residential (R-1) zoning district, and there will be no change in zoning at this time.

The City Planning Commission met on March 9, 2015, and heard concerns from 5 families about the drainage in the area, and some of them submitted photos from the 2014 Mother's Day storm. Some of the concerns focused on the run off from the Elementary School property, which appears to be contributing to the issues with poor drainage on Star St. See enclosed photos.

After considerable discussion, the Planning Commission voted by majority to recommend approval of the Web 4<sup>th</sup> Addition Preliminary Plat.

### 2. 7:00pm Public Hearing; Voluntary Annexation Request for Web 4<sup>th</sup> Addition

This is a 24 lot addition located between N Columbia Ave. and Star St, and between Waverly Rd and Maple St. specifically; a subdivision of Outlot "A", Web 3<sup>rd</sup> Addition to the City of Seward, located in the Northeast Quarter of Section 16, Township 11 North, Range 3 East of the 6th P.M., Seward County, Nebraska, containing approximately 7.51 acres. This subdivision is the last piece of land in this area that is not currently in the City Limits.

Per the City's Comprehensive Plan, Land Use Policies and Program of Phased Annexation (page 62), the property in question is currently illustrated in the Annexation Phasing Map as being in Phase 1b, which indicates the area warrants the immediate

consideration of annexation and development along this northern boundary, which will facilitate additional development in the future.

The City Planning Commission met on March 9, 2015 and voted unanimously to recommend approval of the annexation.

# **City of Seward, NE**

**Tuesday, March 17, 2015**

**Regular Session**

## **Item G4**

### **PUBLIC HEARING - 7:00 P.M. - CONSIDERATION OF A VOLUNTARY ANNEXATION OF WEB 4TH ADDITION - John Hughes**

*Consideration of an Ordinance (First Reading) Approving the Voluntary Annexation of of Web 4th Addition*

**Administrative Report:** Following the public hearing, review and discussion, the Council will consider the Ordinance on first reading. Because this is an annexation, the Ordinance must be read three times before adoption.

**Staff Contact:**

## **NOTICE OF PUBLIC HEARING**

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 March 9, 2015, and the City Council of the City of Seward, Seward County, Nebraska on Tuesday March 17, 2015 at 7:00 pm in the Council Chambers at the Municipal Building, 142 North 7<sup>th</sup> Street, Seward, Nebraska. Said Public Hearings will be to obtain public comment regarding proposed subdivision Preliminary Plat of WEB 4th Addition and Annexation into the City limits.

This subdivision, which is the subject of this notice and of the public hearings, is described as follows (24 lots between Waverly Rd. and E. Maple St, and N. Columbia Ave. and Star St).

Legal Description: A subdivision of Outlot "A", Web 3<sup>rd</sup> Addition to the City of Seward, located in the Northeast Quarter of Section 16, Township 11 North, Range 3 East of the 6th P.M., Seward County, Nebraska and more particularly described as follows:

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Together with and subject to covenants, easements, and restrictions of record.  
Said property contains 7.51 acres more or less.

All interested parties shall be afforded at such public hearing a reasonable opportunity to express their views regarding the proposed application for Preliminary Plat and Annexation.

Ed Gonzalez  
Building/Zoning Director  
City of Seward

Published: 2-25-15



# **City of Seward Planning Commission**

## **Minute Record**

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Absent members were: R. Wallman, R. Niemoth, C. Corum

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Commission Member T. Spunaugle made a motion to approve the WEB 4<sup>th</sup> Addition Preliminary Plat; Commission Member K. Gustafson seconded.

Aye: Langner, Spunaugle, Gustafson, Soucek, Bowen, Ellis

Nay: Kotera

Absent: Wallman, Niemoth, Corum; Motion carried.

2. Public Hearing – Voluntary Annexation request for WEB 4<sup>th</sup> Addition

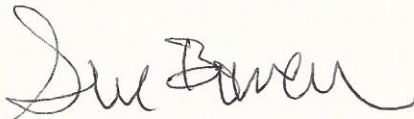
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3. Report on Meetings  
No meetings were attended.

4. Consent Agenda  
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E. Gonzales indicated Item #2 should read, "...Phil Luebbert, JEO Consulting Group, Inc...".  
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Meeting adjourned at 8:50 p.m.



Sue Bowen  
Secretary



142 N 7th St., PO Box 38 Seward, NE 68434  
402-643-4000 Ext. 3 Office  
[Edward.Gonzalez@CityofSewardNE.com](mailto:Edward.Gonzalez@CityofSewardNE.com)

Ed Gonzalez  
Building/Zoning &  
Code Enforcement Director

## Planning Commission Report for March 9, 2015:

### 1. 7:30pm Public Hearing; Web 4th Addition Preliminary Plat

This is a 24 lot addition located between N. Columbia Ave. and Star St., and Waverly Road and Maple St. This subdivision will involve constructing new streets, curb and gutters, and extending City utilities. City staff communicated some storm water drainage concerns with Developers and Developers are adding increased storm water management design to slow down times of concentration prior to reaching City facilities. The Developer is in negotiations with adjacent property owners to acquire additional land to extend Star St. to connect to the new Briarwood St. and easement for a turnaround at the dead end of the new Knotty Pine Lane.

The Subdivision conforms to the City's Comprehensive Plan Future Land Use map with the single family use type. The Plat conforms to the requirements of the City of Seward's Unified Land Development Ordinance reference Major Subdivision application requirements (11.3804). The area is currently located in a Residential (R-1) zoning district, and there will be no change in zoning at this time.

See enclosed Preliminary Plat, grading plan, utility plan, profiles, supporting documents, and Subdivision Application.

### 2. 7:30pm Public Hearing; Voluntary Annexation Request for Web 4<sup>th</sup> Addition

This is a 24 lot addition located between N Columbia Ave. and Star St, and between Waverly Rd and Maple St. specifically; a subdivision of Outlot "A", Web 3<sup>rd</sup> Addition to the City of Seward, located in the Northeast Quarter of Section 16, Township 11 North, Range 3 East of the 6th P.M., Seward County, Nebraska, containing approximately 7.51 acres. This subdivision is the last piece of land in this area that is not currently in the City Limits.

Per the City's Comprehensive Plan, Land Use Policies and Program of Phased Annexation (page 62), the property in question is currently illustrated in the Annexation Phasing Map as being in Phase 1b, which indicates the area warrants the immediate consideration of annexation and development along this northern boundary, which will facilitate additional development in the future.

See enclosed Voluntary Annexation Request letter and Preliminary Plat.



**DEVELOPMENT LLC**

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2054 Holdrege Road • Pleasant Dale, NE 68423  
402-761-2221 office • 402-643-5654 mobile  
email [bill@kuhlmanconstruction.com](mailto:bill@kuhlmanconstruction.com)

February 9, 2015

Ed Gonzalez  
Building-Zoning Director  
City of Seward  
PO Box 38  
142 N 7<sup>th</sup> Street  
Seward, NE 68434

Dear Mr. Gonzalez,

This is a request for the Web 4<sup>th</sup> Addition to the City of Seward to be annexed into the City of Seward. Total development area is 7.51 acres.

If you have any questions or need additional information, please let us know.

Sincerely

A handwritten signature in black ink, appearing to read 'Bill Kuhlman'. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Bill Kuhlman  
Web Development Corp



## Major Subdivision Application

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

Date Submitted: 2-6-15

**Preliminary Plat Application Fees:**

Filing fee \$400.00 + \$40.00 Per Lot = \$ 960.00 + Notification fee \$100 = \$1460.00

Name of Subdivision: Web 4<sup>th</sup> Addition

Owner/Developer: Web Development LLC

Legal Description: subdivision of Outlot A, Web 3<sup>rd</sup> Add, NE 1/4, Sec 16, T11N, 3E.

Project Engineer: Mainelli Wagner & Assoc. Number of Lots: 24

Present Zoning: R-1 Requested Zoning: R-1

Within City Limits	Yes _____	No <input checked="" type="checkbox"/> _____	NA _____
Adjacent to City Limits	Yes <input checked="" type="checkbox"/> _____	No _____	NA _____
Within 2 mile area	Yes <input checked="" type="checkbox"/> _____	No _____	NA _____
Annexation Requested	Yes <input checked="" type="checkbox"/> _____	No _____	NA _____
Restrictive covenants provided	Yes _____	No <input checked="" type="checkbox"/> _____	NA _____
Subdivision Agreement submitted	Yes _____	No <input checked="" type="checkbox"/> _____	NA _____
Performance Bond Required	Yes _____	No _____	NA _____

Signed by Developer Bill [Signature]

### Preliminary Plat Review

Staff Review

Electric Dept \_\_\_\_\_  
Street Dept \_\_\_\_\_  
Water/Waste \_\_\_\_\_  
Police Dept \_\_\_\_\_  
Park/Rec Dept \_\_\_\_\_

Agency Review

Cable TV \_\_\_\_\_  
Gas Co \_\_\_\_\_  
Telephone Co \_\_\_\_\_  
School Board \_\_\_\_\_  
County P.C. \_\_\_\_\_

**Final Plat Application fees:**

Filing fee \$100.00 + \$10.00 Per Lot (\$ \_\_\_\_\_) = \_\_\_\_\_

Aid to Construction for Electric Dept fees (City of Seward Resolution 8-07):

Developer fees \$400 Per Lot = \$ \_\_\_\_\_ + \$4.00 per foot of electrical line installation for lots \_\_\_\_\_ = \_\_\_\_\_

Date and action taken:

Planning Commission: \_\_\_\_\_ City Council: \_\_\_\_\_



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402-643-4000 Ext. 3 Office  
[Edward.Gonzalez@CityofSewardNE.com](mailto:Edward.Gonzalez@CityofSewardNE.com)

Ed Gonzalez  
Building/Zoning &  
Code Enforcement Director

## City Council Report for March 17, 2015:

### 1. 7:00pm Public Hearing; Web 4th Addition Preliminary Plat

This is a 24 lot addition located between N. Columbia Ave. and Star St., and Waverly Road and Maple St. This subdivision will involve constructing new streets, curb and gutters, and extending City utilities. City staff communicated some storm water drainage concerns with Developers and Developers are adding increased storm water management design to slow down times of concentration prior to reaching City facilities. The Developer is in negotiations with adjacent property owners to acquire additional land to extend Star St. to connect to the new Briarwood St. and easement for a turnaround at the dead end of the new Knotty Pine Lane.

The Subdivision conforms to the City's Comprehensive Plan Future Land Use map with the single family use type. The Plat conforms to the requirements of the City of Seward's Unified Land Development Ordinance reference Major Subdivision application requirements (11.3804). The area is currently located in a Residential (R-1) zoning district, and there will be no change in zoning at this time.

The City Planning Commission met on March 9, 2015, and heard concerns from 5 families about the drainage in the area, and some of them submitted photos from the 2014 Mother's Day storm. Some of the concerns focused on the run off from the Elementary School property, which appears to be contributing to the issues with poor drainage on Star St. See enclosed photos.

After considerable discussion, the Planning Commission voted by majority to recommend approval of the Web 4<sup>th</sup> Addition Preliminary Plat.

### 2. 7:00pm Public Hearing; Voluntary Annexation Request for Web 4<sup>th</sup> Addition

This is a 24 lot addition located between N Columbia Ave. and Star St, and between Waverly Rd and Maple St. specifically; a subdivision of Outlot "A", Web 3<sup>rd</sup> Addition to the City of Seward, located in the Northeast Quarter of Section 16, Township 11 North, Range 3 East of the 6th P.M., Seward County, Nebraska, containing approximately 7.51 acres. This subdivision is the last piece of land in this area that is not currently in the City Limits.

Per the City's Comprehensive Plan, Land Use Policies and Program of Phased Annexation (page 62), the property in question is currently illustrated in the Annexation Phasing Map as being in Phase 1b, which indicates the area warrants the immediate

consideration of annexation and development along this northern boundary, which will facilitate additional development in the future.

The City Planning Commission met on March 9, 2015 and voted unanimously to recommend approval of the annexation.

ORDINANCE NO.

AN ORDINANCE TO APPROVE THE PLAT ENTITLED "WEB 4<sup>TH</sup> ADDITION TO THE CITY OF SEWARD, SEWARD COUNTY, NEBRASKA," AS HEREINAFTER SET FORTH, LOCATED WEST OF COLUMBIA AVENUE, SOUTH OF WAVERLY ROAD, NORTH OF MAPLE STREET; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

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

LEGAL DESCRIPTION:

A subdivision of Outlot "A", Web 3<sup>rd</sup> Addition to the City of Seward, located in the Northeast Quarter of Section 16, Township 11 North, Range 3 East of the 6th P.M., Seward County, Nebraska and more particularly described as follows:  
Beginning at the Southwest corner of Outlot A, Web 2nd Addition as platted in the City of Seward; THENCE South 89 degrees 59 minutes 20 seconds West, along the north line of Web 2nd Addition, for a distance of 334.97 feet, to the northwest corner of Lot 6, Block 1, Web 2nd Addition; THENCE South 00 degrees 01 minutes 04 seconds East, along the west line of said Lot 6, for a distance of 129.90 feet; THENCE North 89 degrees 57 minutes 38 seconds West, a distance of 60.00 feet; THENCE South 00 degrees 01 minutes 04 seconds East, a distance of 10.00 feet; THENCE North 89 degrees 57 minutes 38 seconds West, a distance of 132.08 feet, to the southeast corner of Lot 1, Block 1, Web 3<sup>rd</sup> Addition as platted in the City of Seward; THENCE North 00 degrees 00 minutes 00 seconds West along the East line of said Block 1, a distance of 715.40 feet; THENCE South 88 degrees 57 minutes 09 seconds East, along the south right of way line of Waverly Road, a distance of 527.12 feet to the northwest corner of Outlot A, Seward Middle School Addition as platted in the City of Seward; THENCE South 00 degrees 00 minutes 08 seconds West, along the west line of said Outlot A, for a distance of 565.93 feet to the Point of Beginning.

Together with and subject to covenants, easements, and restrictions of record.  
Said property contains 7.51 acres more or less.

Section 2. Plat Designated. The plat of said real estate is hereby designated as "WEB 4<sup>th</sup> Addition, City of Seward, Seward County, Nebraska."

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

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

Passed and approved this 17<sup>th</sup> day of March, 2015.

THE CITY OF SEWARD, NEBRASKA

---

Joshua Eickmeier, Mayor

Attest:

---

Bonnie Otte  
Assistant Administrator/  
Clerk-Treasurer

(SEAL)



# **City of Seward, NE**

**Tuesday, March 17, 2015**

**Regular Session**

## **Item G5**

### **CONSIDERATION OF ENGAGEMENT LETTER WITH WOODS & AITKEN LAW FIRM TO ALLOW JERRY PIGSLEY TO CONTINUE AS CITY'S LABOR ATTORNEY - Atty Jerry Pigsley**

**Administrative Report:** Last week the Harding & Shultz law firm announced the firm's immediate dissolution and Mr. Jerry Pigsley announced his move to the law firm of Woods & Aitken.

**Mr. Pigsley is currently serving as the City's primary contact on all labor matters for the City. In order to provide for continuity of service, Mr. Pigsley has submitted an engagement letter for consideration. This is required in order to have all of the City of Seward's files transferred to Mr. Pigsley and his new law firm.**

**Following review and discussion, a motion to accept the engagement letter with Woods & Aitken would be in order.**

**Staff Contact:**

# HARDING & SHULTZ

P.C., L.L.O.

March 13, 2015

PRIVILEGED AND CONFIDENTIAL

City of Seward  
Attn: Mayor Josh Eickmeier  
City Hall  
Seward, NE 68434

Dear Mayor:

Thank you for being a valuable and loyal client of Harding & Shultz, P.C., L.L.O. Please be advised that Harding & Shultz, P.C., L.L.O. will cease operations effective March 15, 2015. Jerry Pigsley is joining Woods & Aitken LLP effective March 16, 2015. Bill Harding is retiring effective March 15, 2015.

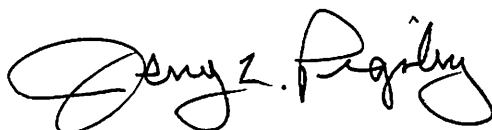
You have the right to determine which attorneys or firm will represent you in current or future legal matters. We are enclosing a form on which you may indicate your choice concerning who will maintain ongoing custody of your files.

Please complete the enclosed form and return it to Harding & Shultz as directed on that form. Your timely return will avoid any interruption or delay in services. You will remain responsible to Harding & Shultz for any fees and costs incurred with respect to the services provided through March 15, 2015.

If you do not elect to have your files transferred elsewhere, they will be stored in their current location for a reasonable period of time until destroyed.

Should you have any questions, please do not hesitate to contact Jerry Pigsley at (402) 525-2116 or [jpigsley@woodsaitken.com](mailto:jpigsley@woodsaitken.com).

Sincerely,



Jerry L. Pigsley

Robert L. Bals  
Harding & Shultz, P.C., L.L.O.

Enclosure

City of Seward

Please Select One Option Below:

\_\_\_\_\_ We would like Jerry Pigsley to continue representing us and request that all files and documents be transferred to Woods & Aitken LLP.

\_\_\_\_\_ We would like the files and documents pertaining to us be sent to the following:  
\_\_\_\_\_  
(Name and Address)

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

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

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

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

Please return to Karen Egger at Harding & Shultz by e-mail, fax or U.S. mail. See contact information below:

Karen Egger  
Harding & Shultz, PC, LLO  
121 South 13th Street, Suite 800  
Lincoln, NE 68508  
[kegger@hslegalfirm.com](mailto:kegger@hslegalfirm.com)  
402/434-3030 (fax)

# **City of Seward, NE**

**Tuesday, March 17, 2015**

**Regular Session**

## **Item G6**

### **CONSIDERATION OF A RESOLUTION REDUCING SPEED LIMIT THROUGH BLUE VALLEY CAMPGROUND TO 15 MILES PER HOUR - John Hughes**

**Administrative Report:** The current speed limit through the campgrounds is 25 mph. Centennial Park has a 15 mph limit. Administration is proposing to drop it to 15 mph for safety reasons. After review and discussion, a motion to approve the resolution and lease agreement would be in order.

**Staff Contact:**

Councilmember introduced the following resolution:

RESOLUTION NO.

WHEREAS, Section 5-229 of the City Code of the City of Seward, Nebraska provides that the governing body may, by resolution, designate and place signs on any street for the purpose of regulating traffic thereon, and;

WHEREAS, it is necessary to designate the speed of vehicles on certain streets and portions of streets hereinafter designated and to install signs designating such speeds to vehicular traffic entering the city limits where reduced speeds begin.

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

1. The speed limit is hereby established at 15 miles per hour on the roadway through the Blue Valley Campground, beginning 225 feet southeast of drive entrance off of Highway 15 and signs shall be placed at appropriate locations to identify to persons entering said location that the speed limit has been established at 15 miles per hour as set forth herein.
2. All previous resolutions in conflict herewith are specifically repealed.

Councilmember moved, seconded by Councilmember , that the resolution be adopted. Upon vote, the following Councilmembers voted Aye: . Nay: . Absent: .

The Mayor declared the resolution adopted.

Dated: March 17, 2015

THE CITY OF SEWARD, NEBRASKA

ATTEST:

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

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

(SEAL)

# **City of Seward, NE**

**Tuesday, March 17, 2015**

**Regular Session**

## **Item G7**

### **CONSIDERATION OF A RESOLUTION AUTHORIZING THE LEASE/PURCHASE AND/OR FINANCE OF EQUIPMENT THROUGH CATERPILLAR FINANCIAL SERVICES CORPORATION - John Hughes**

**Administrative Report:** The request is to lease one new 420 F Caterpillar Backhoe Loader at an annual cost of \$12,923.98 with a buyout at the end of the 60-month lease of \$51,765.

**This item was included in the Capital Projects Plan to be paid one-half each by Water and Wastewater (\$16,000 per year total)**

**Following discussion, a motion to approve the resolution authorizing the lease agreement and the Mayor to execute said lease would be in order.**

**Staff Contact:**

Councilmember introduced the following resolution:

RESOLUTION NO.

WHEREAS, the laws of the State of Nebraska (the "State") authorize City of Seward (the "Governmental Entity"), a duly organized political subdivision, municipal corporation or similar public entity of the State, to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into any necessary contracts; and

The Governmental Entity wants to lease, purchase and/or finance equipment ("Equipment") from Caterpillar Financial Services Corporation and/or an authorized Caterpillar dealer ("Caterpillar") by entering into that certain Governmental Equipment Lease-Purchase Agreement (the "Agreement") with Caterpillar; and

the form of the Agreement has been presented to the governing body of the Governmental Entity at this meeting.

BE IT THEREFORE RESOLVED, that: (i) the Agreement, including all schedules and exhibits attached to the Agreement, is approved in substantially the form presented at the meeting, with any Approved Changes (as defined below), (ii) the Governmental Entity enter into the Agreement with Caterpillar and (III) the Agreement is adopted as a binding obligation of the Governmental Entity; and

that changes may later be made to the Agreement if the changes are approved by the Governmental Entity's counsel or members of the governing body of the Governmental Entity signing the Agreement (the "Approved Changes") and that the signing of the Agreement and any related documents is conclusive evidence of the approval of the changes; and

that the persons listed below, who are the incumbent officers of the Governmental Entity (the "Authorized Persons"):

Joshua Eickmeier, Mayor

be, and each is authorized, directed and empowered, on behalf of the Governmental Entity, to (i) sign and deliver to Caterpillar, and its successors and assigns, the Agreement and any related documents, and (ii) take or cause to be taken all actions he/she deems necessary or advisable to acquire the Equipment, including the signing and delivery of the agreement and related documents; and

that the City Clerk of the Governmental Entity is authorized to attest to these resolutions and affix the seal of the governmental Entity to the Agreement, these resolutions, and any related documents; and

that nothing in these resolutions, the Agreement or any other document imposes a pecuniary liability or charge upon the general credit of the Governmental Entity or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that a breach of these resolutions, the Agreement or any related document will not impose any pecuniary liability upon the governmental Entity or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligation of the Governmental Entity as provided in the Agreement; and

that the authority granted by these resolutions will apply equally and with the same effect to the successors in office of the Authorized Persons.

Councilmember moved, seconded by Councilmember , that the resolution be adopted. Upon vote, the following Councilmembers voted Aye:. Nay:. Absent:.

The Mayor declared the resolution adopted.

Dated: March 17, 2015

THE CITY OF SEWARD, NEBRASKA

ATTEST:

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

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

(SEAL)



**These documents were prepared especially for:**

**CITY OF SEWARD**  
**537 MAIN STREET**  
**SEWARD, NE 68434**

**Dealer:** NEBRASKA MACHINERY COMPANY, E330  
**Date:** 02/27/2015 **Time:** 4:35 PM  
**Comments:** Thank you!

Customer Executed Documents	Comments
<input type="checkbox"/> Tax Lease	_____
<input type="checkbox"/> Application Survey	_____
<input type="checkbox"/> Delivery Supplement	_____
<input type="checkbox"/> Insurance- Liability and Physical Damage	_____
<input type="checkbox"/> Advance Payment (cross out if N/A)	_____
<input type="checkbox"/> Guaranty of Payment (cross out if N/A)	_____
<input type="checkbox"/> Tax Exemption Certif. (cross out if N/A)	_____
<input type="checkbox"/> Title applied for (cross out if N/A)	_____
<input type="checkbox"/> Customer Information Verification	_____
<input type="checkbox"/> Any necessary Riders/Amendments	_____
<input type="checkbox"/> Copy of Driver's License (Sole Proprietorships and Individuals)	_____
<input type="checkbox"/> Other	_____

Dealer Executed Documents	Comments
<input type="checkbox"/> Purchase Agreement	_____
<input type="checkbox"/> Dealer Invoice	_____
<input type="checkbox"/> All Credit Conditions Met	_____

*\*If any of these documents are altered, or if the Buyer wishes to add or delete documents, please contact your CFSC Credit Analyst to obtain acceptance of any and all changes.*



## 1. PARTIES

LESSOR ("we", "us" or "our"):

**CATERPILLAR FINANCIAL SERVICES CORPORATION**  
2120 West End Avenue  
Nashville, TN 37203

LESSEE ("you" or "your"):

**CITY OF SEWARD**  
537 MAIN STREET  
SEWARD, NE 68434

In reliance on your selection of the equipment described below (each a "Unit"), we have agreed to acquire and lease the Units to you, subject to the terms of this Lease. **Until this Lease has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Lease with us on the terms stated herein.**

## 2. DESCRIPTION OF THE UNITS

DESCRIPTION OF UNIT(s) Whether the Unit is new or used, the model number, the manufacturer, and the model name.	SERIAL/VIN Unique ID number for this Unit.	ANNUAL RENT This is due per period, as stated below in Section 4.	OPTION PURCHASE PRICE Payment at end of lease for purchase of Unit (see Section 16).	MAX ANNUAL HOURS/ MILEAGE Maximum annual usage of Unit (see Application Survey).	DELIVERY DATE Enter date machine was delivered to you.
1 New 420F Caterpillar Backhoe Loader		\$12,923.98	\$51,765.00 (Cat Value Option)	500	

LOCATION OF UNITS: 537 MAIN ST  
SEWARD, NE 68434, SEWARD

You acknowledge that the Units described above were delivered to you in good working condition and that you accepted them on the date indicated.

You agree with us that the Option Purchase Price, if set forth above and identified as a Cat Value Option, is not less than the reasonably expected Residual Value (as defined in Section 10) of such Unit.

The Application Survey ("Application Survey") submitted by you to us for each Unit is made a part of and incorporated into this Lease.

## TERMS AND CONDITIONS

- Lease Term** The Lease Term will start on the date we sign the Lease and will continue for 60 months, unless earlier terminated or canceled as permitted herein.
- Rent** You will pay us the Annual Rent beginning on the date we sign this Lease and on the same date of each year thereafter for the entire Lease Term. Annual Rent will be due without demand. You will also pay us all other amounts payable under the terms of this Lease and under any other document executed in connection with this Lease, including each Application Survey (the "Lease Documents") ("Other Payments", and together with the Monthly Rent, collectively, the "Rent"). You will pay the Rent to us at Caterpillar Financial Services Corporation; PO Box 100647; Pasadena, CA 91189-0647 or such other location that we designate in writing. **You agree this Lease constitutes a non-cancelable net lease. You also agree that your duties and liabilities under this Lease and the other Lease Documents are absolute and unconditional. Your payment and performance obligations are not subject to cancelation, reduction, or setoff for any reason. You agree to settle all claims, defenses, setoffs, counterclaims and other disputes you may have with the Supplier (as defined below), the manufacturer of each Unit, or any other third party directly with the Supplier, the manufacturer or the third party, as the case may be. You will not assert, allege or make any such claim, defense, setoff, counterclaim or other dispute against us or with respect to the payments due us under this Lease.**
- Late Charges** If we do not receive a Rent payment on the date it is due, you will pay us, on demand, a late payment charge equal to five percent (5%) of the late Rent payment.
- Disclaimer of Warranties** You have selected each Unit based upon your own judgment. You understand that we are not the manufacturer or the seller of the Units. WE MAKE NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THIS LEASE OR TO ANY UNIT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH UNIT IS LEASED "AS IS, WHERE IS." WE MAKE NO WARRANTIES AS TO THE QUALITY OF MATERIALS OR WORKMANSHIP OR THAT THE MATERIALS OR WORKMANSHIP COMPLY WITH THE TERMS OF ANY PURCHASE ORDER OR AGREEMENT. WE EXPRESSLY DISCLAIM, AND YOU WAIVE ALL OTHER WARRANTIES AND CLAIMS EXPRESS OR IMPLIED,

ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY UNIT OR THIS LEASE, INCLUDING WITHOUT LIMITATION: (A) ANY IMPLIED WARRANTY THAT ANY UNIT IS MERCHANTABLE; (B) ANY IMPLIED WARRANTY THAT ANY UNIT IS FIT FOR A PARTICULAR PURPOSE; (C) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE; (D) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN TORT; AND (E) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY FOR LOSS OF OR DAMAGE TO ANY UNIT, FOR LOSS OF USE, REVENUE, OR PROFIT WITH RESPECT TO ANY UNIT, FOR ANY LIABILITY TO ANY THIRD PARTY, OR FOR ANY OTHER INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING STRICT OR ABSOLUTE LIABILITY IN TORT. Nothing in this Lease takes away any rights you may have against any other parties (such as the Supplier or the manufacturer of any Unit). You agree to pursue only these third parties for any and all claims concerning any Unit except as to ownership and title. You are entitled to all the promises and warranties made by the Supplier to us with respect to the Units, and you may contact the Supplier in order to receive a description of those promises and warranties.

**7. Possession, Use, and Maintenance** (a) At your own expense, you will use and keep the Units in good operating order and condition and at least in accordance with Supplier's and manufacturer's recommendations and all maintenance and operating manuals and service agreements, and in accordance with all applicable laws and regulations, including the rules or limits on idling, fleet average or site based exhaust emissions, or operational limitations, for which you have sole responsibility for compliance. (b) You will not abandon a Unit. (c) You will not sublease a Unit or permit the use of a Unit by anyone other than you. (d) You will not change the use of a Unit from that specified in the Application Survey, without our prior written consent. (e) You will not change the Location of a Unit from that specified above without providing us with prompt written notice of such change. (f) You will not remove a Unit from the United States. (g) You will not sell, assign, transfer, create or allow to exist a lien, claim, security interest, or encumbrance on any of your rights under this Lease or with respect to a Unit. Each Unit is and will remain personal property regardless of its use or manner of attachment to realty. We have the right (but not the obligation) to inspect each Unit and its maintenance records. We also have the right to observe the use of each Unit and determine its hours of usage. You will not alter a Unit or affix any accessory or equipment to a Unit if doing so will impair its originally intended function or use or reduce its value. You will not make any "non-severable" addition (as defined for federal income tax purposes) to a Unit without our prior written consent. If added to a Unit, the following will immediately become our property: (i) replacement parts; (ii) parts essential to the operation of the Unit; and (iii) parts that cannot be detached from the Unit without interfering with the operation of the Unit or adversely affecting the value or utility the Unit would have had without the addition. All such parts will be deemed incorporated in the Unit and will be subject to the terms of this Lease as if originally leased under this Lease. If an Event of Default has occurred and is continuing, all parts, accessories, and equipment affixed to a Unit will become our property.

**8. Taxes** Rent includes all taxes arising from, or due in connection with, this Lease or the Units. You will pay when due, or promptly reimburse us for payment of, all taxes (other than our federal, state, or local net income taxes) imposed on a Unit, or the Rent. You will also pay or reimburse us for all (i) license and registration fees, (ii) fines, penalties, interest, or additions to any tax, (iii) charges similar to those stated in clauses (i) and (ii) that are imposed in connection with the ownership, possession, use, or lease of a Unit from the time we purchase the Unit until it is returned to us or purchased by you. You will remain responsible for the payment, or reimbursement of, any such charges, regardless of when we receive notice of the charge. You will prepare and file, in a manner satisfactory to us, all reports or returns required with respect to a Unit. You will reimburse us in full for any amounts that we pay or advance without regard to early payment discounts. We may estimate the amount of, and bill you periodically in advance for, any charge. You will be responsible, however, for any difference between the estimated amount and the actual amount. Except as provided in this section, you agree that we are entitled to receive any and all federal, state, or local tax credits and benefits, if any, applicable to a Unit. We are entitled to income tax depreciation deduction for each Unit based on the use as described in the Application Survey.

**9. Tax Indemnity** This Lease is entered into on the basis that we are entitled to claim certain depreciation deductions on the Units in accordance with Section 168(a) of the Internal Revenue Code of 1986, as amended, (the "Code") based upon the applicable depreciation method and recovery period specified in Code Sections 168(b) and (c), and to similar state and local income tax deductions (collectively, the "Tax Benefits"). Our classification of a Unit under Code Section 168(e), our determination of the applicable depreciation method and recovery period, and our claim for an entitlement to the Tax Benefits are based solely upon your representations in Section 7 and the applicable Application Survey. If we do not receive nor retain all of the Tax Benefits anticipated with respect to any Unit (a "Tax Loss"), because (a) of a change in the US federal income tax rate, (b) you move any Unit outside the United States, or (c) you use any Unit for a different purpose than stated in the applicable Application Survey; you will pay us, within thirty (30) days after we provide you written notice of such Tax Loss, an amount which, in our opinion, will cause our net after-tax rate of return over the Lease Term in respect to the Unit to equal the net after-tax rate of return we would have realized if such Tax Loss had not occurred. For purposes of this section, we may be included in any affiliated group (within the meaning of Section 1504 of the Code) of which we are a member for any year in which a consolidated or combined income tax return is filed for the affiliated group.

**10. Loss or Damage** (a) You bear the risk of loss or damage to a Unit from the time we purchase the Unit (or from the beginning of the Lease Term, if earlier) until the Unit is returned to us or purchased by you in accordance with this Lease. Should any loss or damage occur, you will not be released from your obligations under the Lease or any other Lease Document. (b) You will provide prompt, written notice to us of any Total Loss (as defined below) or any material damage to any Unit. Any such notice will include any damage reports provided to any governmental authority, an insurer, or the Supplier, and any documents pertaining to the repair of such damage, including copies of work orders and all invoices for related charges. (c) Without limiting any other term in this Lease, you will promptly repair all damage that does not constitute a Total Loss, to restore the Unit to the condition required by this Lease. (d) A Unit has incurred a "Total Loss" upon: (i) the disappearance, theft or destruction or any other total loss of such Unit; (ii) damage to the Unit that is uneconomical to repair; or (iii) the condemnation, confiscation, or other taking of title to or use of a Unit or the imposition of any lien on such Unit by any governmental authority. On the next Rent due date following a Total Loss (a "Loss Payment Date"), you will pay us the Monthly Rent due on that date plus the Casualty Loss Value of the Unit with respect to which the Total Loss has occurred (the "Lost Units"), together with any Other Payments due with respect to the Lost Units. Until such payment is made, you will continue to pay us the Monthly Rent on the due dates set forth in Section 4. Upon making the full payment required on the Loss Payment Date, your obligation to pay future Monthly Rent on the Lost Units will terminate, but you will remain liable for all Monthly Rent and all Other Payments on any remaining Units. Furthermore, upon receipt of the full payment required on the Loss Payment Date, we convey to you all of our right, title, and interest in the Lost Units, "AS IS WHERE IS", but subject to the requirements of any third party insurance carrier in order to settle an insurance claim. "Residual Value" means the future fair market value of a Unit at the end of the Lease Term (determined at Lease inception). "Casualty Loss Value" means the sum of: (i) the discounted present value of all unpaid future Rent for the Lost Units; (ii) the discounted present value of the Lost Unit's Residual Value as determined by us; and (iii) all other amounts then due under this Lease with respect to the Lost Units (including all Other Payments then owing and unpaid). If the Total Loss occurs after the final Rent due date of the Lease Term, the Casualty Loss Value will be determined as of the last Monthly Rent due date during the Lease Term. (e) We are not required to pursue any claim against any person in connection with a Total Loss or other loss or damage. (f) If we receive a payment under an insurance policy required under this Lease in connection with any Total Loss or other loss or damage to a Unit, and such payment is both unconditional and indefeasible, then provided you have complied with the applicable provisions of this section, we will either (i) ) if the payment results from a Total Loss, send you proceeds up to an amount equal to the Casualty Loss

Value you previously paid us, or credit the proceeds against any amounts you owe us or (ii) if the payment results from repairs made pursuant to Section 10(c), send you proceeds up to an amount equal to the amount of your actually incurred costs of repair.

**11. Waiver and Indemnity** You release and agree to indemnify, defend, and keep harmless, us (including any assignee of ours) and our directors, officers, agents and employees (each, an "Indemnitee"), from and against any and all Claims (defined below) (other than those directly resulting from the actual gross negligence or willful misconduct of the Indemnitee). To meet this obligation, you will pay, on a net after-tax basis, or otherwise discharge such Claims, when and as they become due. We will give you prompt notice of a Claim. You are entitled to control the defense of or to settle a Claim, so long as: (a) no Event of Default has occurred and is then continuing; (b) you are financially capable of satisfying your obligations under this section; and (c) we approve your proposed defense counsel. "Claims" means all claims, allegations, judgments, settlements, suits, actions, damages (whether incidental, consequential or direct), demands (for compensation, indemnification, reimbursement or otherwise), losses, penalties, fines, liabilities (including strict liability), and charges that we incur or for which we are or may be responsible, in the nature of interest, liens, and costs (including attorneys' fees and disbursements and any other legal or non-legal expenses of investigation or defense of any Claim, whether or not the Claim is ultimately defeated, or enforcing the rights, remedies, or indemnities provided for hereunder, or otherwise available at law or in equity to us), of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, by or against any person. Claims include any of the foregoing arising from: (i) a Lease Document; (ii) a Unit, including the contents and any regulated or hazardous substances at any time contained in a Unit or emitted from a Unit, (iii) the premises at which any Unit may be located from time to time; (iv) the ordering, acquisition, delivery, installation, or rejection of a Unit; (v) the possession of a Unit or any property to which the Unit may be attached from time to time; (vi) the maintenance, use, condition, ownership or operation of any Unit, during the Lease Term; (vii) the existence of a latent or other defect (whether or not discoverable by you or us) with respect to a Unit; (viii) any Claim in tort for negligence or strict liability in relation to a Unit; (ix) any Claim for patent, trademark or copyright infringement in relation to a Unit; (x) the Total Loss or damage, return, surrender, sale, or other disposition of any Unit or any part thereof; or (xi) any Claim involving or alleging environmental damage, or any criminal or terrorist act, relating in any way to a Unit. To the extent necessary under law or regulation, in order to eliminate liability for us, we transfer and you accept the transfer from us of any and all liability associated with exhaust emissions in connection with the Units. If any Claim is made against you or an Indemnitee, the party receiving notice of the Claim will promptly notify the other. If the party receiving notice of the Claim fails to notify the other, however, your obligations are still in effect. You agree to be responsible for all costs and expenses, including reasonable attorneys' fees, incurred by us or our directors, officers, employees, agents, or assigns in defending such claims or in enforcing this section. Under no condition or cause of action will we be liable for any loss of actual or anticipated business or profits or any special, indirect, or consequential damages.

**12. Insurance** You, at your expense, must keep each Unit insured with a commercial insurance policy for our benefit. This insurance must include physical damage insurance that will protect each Unit against all risks for an amount at least equal to the then-applicable Casualty Loss Value. You will also maintain commercial general liability insurance (including product and broad form contractual liability) covering each Unit for at least \$1,000,000 combined coverage for bodily injury and property damage per occurrence. All insurance must be in a form and with companies approved by us. The physical damage insurance shall specify you as named insured and us as loss payee, and the general liability policy shall specify you as named insured and us as additional insured. The insurance shall be primary, without the right of contribution from any insurance carried by us. You must promptly notify us of any occurrence that may become the basis of a claim. You must also provide us with all requested pertinent data. Upon demand, you must promptly deliver to us evidence of insurance coverage.

**13. Events of Default** Each of the following is an event of default ("Event of Default"): (a) You fail to make a payment when due. (b) A representation or warranty made to us in connection with this Lease is incorrect or misleading. (c) You fail to observe or perform a covenant, agreement, or warranty and the failure continues for ten days after written notice to you. (d) A default occurs under any other agreement between you or a guarantor of this Lease (each a "Guarantor") and us or an affiliate of ours. (e) You, or a Guarantor, cease to do business, die, become insolvent, make an assignment for the benefit of creditors or file a petition or action under a bankruptcy, reorganization, insolvency or moratorium law, or a law for the relief of, or relating to, debtors. (f) Any filing of an involuntary petition under a bankruptcy statute against you or a Guarantor, or appointment of a receiver, trustee, custodian or similar official to take possession of your properties or those of a Guarantor, unless the petition or appointment ceases to be in effect within thirty days after filing or appointment. (g) There is a material adverse change in your, or a Guarantor's, financial condition, business operations or prospects. (h) There is a termination, breach, or repudiation of a Guarantor's guaranty.

**14. Remedies** (a) If an Event of Default occurs, we will have the rights and remedies provided by this Lease and under the Uniform Commercial Code ("UCC") and any other law. Among these rights and remedies are to: (i) proceed at law or in equity, to enforce specifically your performance or to recover damages; (ii) declare this Lease in default, and cancel this Lease or otherwise terminate your right to use any Unit and your other rights, but not your obligations, (iii) require you to assemble Units and make them available to us at a place we designate; (iv) enter premises where a Unit may be located and take immediate possession of such Unit and remove (or disable in place) such Unit (and any unattached parts) without notice, liability, or legal process; (v) use your premises for storage without liability; (vi) sell or lease any of the Units, whether or not in our possession, at public or private sale, with or without notice to you, and apply or retain the net proceeds of such disposition in accordance with this Lease; (vii) enforce any or all of the preceding remedies with respect to any related collateral, and apply any deposit or other cash collateral, or any proceeds of any such collateral, at any time to reduce any amounts you owe us; (viii) demand and recover from you all Liquidated Damages (as defined below) and all Other Payments whenever they are due; and (ix) if we financed your obligations under a warranty agreement such as an Equipment Protection Plan, Customer Service Agreement, or similar agreement, we may cancel the agreement on your behalf and receive the refund of the fees that we financed but had not received from you as of the date of the Event of Default. As used herein, "Liquidated Damages" means the liquidated damages (all of which, you hereby acknowledge, are damages to be paid in lieu of future Monthly Rent and expected Residual Values and are reasonable in light of the anticipated harm arising by reason of an Event of Default, and are not a penalty) described in the first sentence of parts (i) or (ii) of Section 14(b) below, depending upon the recovery and disposition of the Units.

(b) If an Event of Default occurs and:

(i) we recover a Unit and dispose of it by a lease or elect not to dispose of the Unit after recovery, you will pay us on demand an amount equal to the *sum* of (A) any accrued and unpaid Rent as of the date we recover the Unit, *plus* (B) the present value as of such date of the total Monthly Rent for the then remaining Lease Term, *minus* (C) either (1) the present value, as of the commencement date of any substantially similar re-lease of the Unit, of the re-lease rent payable to us for the period, commencing on such commencement date, which is comparable to the then remaining Lease Term or (2) the present value of the "market rent" for such Unit (as computed pursuant to Article 2A of the UCC ("Article 2A")) in the continental United States as of the date on which we have a reasonable opportunity to remarket the Unit for the period, commencing on such date, which is comparable to the then remaining Lease Term, as applicable; provided, however, you acknowledge that if we are unable after a reasonable effort to dispose of the Unit at a reasonable price and pursuant to other reasonable terms, or the circumstances reasonably indicate that

such an effort will be unavailing, the "market rent" in such event will be deemed to be \$0.00, but in the event that we do eventually re-lease or otherwise dispose of the Unit, we will apply the net proceeds of such disposition, to the extent received in good and indefeasible funds, as a credit or reimbursement, as applicable, in a manner consistent with the terms of this Lease and the applicable provisions of Article 2A. Any amounts discounted to present value, shall be discounted at the rate of three percent (3%) per annum, compounded annually;

(ii) you fail to return a Unit in the manner and condition required by this Lease, or we recover and sell the Unit, you will pay to us on demand an amount calculated as the Casualty Loss Value of the Unit (determined as of the next Monthly Rent payment date after the date of the Event of Default), together with all costs and expenses (as defined below), less a credit for any disposition proceeds, if applicable pursuant to the application provisions in the next sentence. If we demand the Liquidated Damages under this part (ii) and recover and sell the Unit, we will apply any proceeds received in good and indefeasible funds: first, to pay all costs and expenses not already paid; second, to pay us an amount equal to any unpaid Rent due and payable, together with the Liquidated Damage amounts specified in this part (ii), to the extent not previously paid; third, to pay us any interest accruing on the amounts covered by the preceding clauses, plus late charges, from and after the date the same becomes due, through the date of payment; fourth, to pay us an amount equal to any remaining obligations that you owe us under this Lease.

The remedies provided to us are cumulative and in addition to all other remedies at law or in equity. You will remain liable for any deficiency and we will retain any excess after our exercise of these remedies. To the extent you are entitled to a refund from us, you agree we have the right to offset any obligation that you have with us or our affiliates with such refund.

**15. Return of Unit** On expiration of the Lease Term or if we demand possession of a Unit pursuant to the terms of the Lease, you will, at your expense, promptly deliver the Unit to us properly protected and in the condition required by Section 7 and the applicable Application Survey. You will deliver the Unit, at our option, (a) to the nearest Caterpillar dealer selling equipment of the same type as the Unit; or (b) on board a carrier named by us and shipping the Unit, freight collect, to a destination designated by us. If the Unit is not in the condition required by Section 7 and the applicable Application Survey, you must pay us, on demand, all costs and expenses incurred by us to bring the Unit into the required condition. You are obligated to pay holdover rent in the amount equal to 1/30th of the Monthly Rent plus any other costs and expenses for each day following the end of the Lease Term on any Unit that is not returned or purchased pursuant to the terms of this Lease.

**16. Purchase Option** At the expiration of the Lease, if no Event of Default has occurred and is continuing, you may choose to purchase any Unit for the Option Purchase Price set forth on the front of this Lease if this Lease includes an Option Purchase Price. In order to exercise a purchase option, you must send written notice to us at least sixty (60) days prior to the end of the Lease Term. Upon receipt of the Option Purchase Price and all other amounts owing under the Lease, plus any taxes or our other costs and expenses arising from the sale of the Unit or the delivery of the bill of sale, we will deliver to you, upon request, a bill of sale without warranties except that the Unit is free of all encumbrances of any person claiming through us. You agree to purchase the Unit **"AS IS, WHERE IS, WITH ALL FAULTS."** Any applicable purchase option must be exercised as of the last day of the Lease Term and it is not available during any holdover period.

**17. Your Assurances and Representations** Each of us intends that: (i) this Lease constitutes a true "lease" and a "finance lease" as such terms are defined in Article 2A and not a sale or retention of a

security interest; (ii) you have selected the "Supplier" (as defined in Article 2A) and have directed us to purchase each Unit (excluding any Additional Collateral) from this Supplier; (iii) you were informed, before your execution of this Lease and are hereby informed in writing that you are entitled under Article 2A to the promises and warranties, including those of any third party, provided to us by the Supplier in connection with or as part of the purchase of the Units, and that you may communicate directly with the Supplier and receive an accurate and complete statement of those promises and warranties, including any disclaimers and limitations on remedies relating thereto; and (iv) we are and shall remain the owner of each Unit (unless sold by us pursuant to any Lease Document), and you shall not acquire any right, title or interest in or to such Unit except the right to use it in accordance with the terms hereof.

You represent and warrant to us that: (a) You will use each Unit for business purposes only and not for personal, family or household use. (b) You will provide all financial information and reporting as we may reasonably require. (c) All credit, financial and other information submitted by you or on your behalf to us in connection with this Lease is and shall be true, correct and complete. (d) You will not change your name, principal place of business or primary residence and, if you are a business entity, your state of formation or form of business organization (including by merger, consolidation, reincorporation or restructure) without prior written notice to us. (e) We may share any of your information provided by you, or gathered by us, with any affiliate of ours that has or may extend credit to you. (f) You will not assign this Lease or any right or obligation under it without our prior written consent.

You agree, at your expense, to do any act and execute, acknowledge, authorize, deliver, file, register, and record any documents that we deem desirable in our reasonable discretion to protect our title or rights in a Unit and our rights and benefits under this Lease. You hereby irrevocably appoint us as your attorney-in-fact for the signing and filing of such documents and authorize us to delegate these limited powers.

You will not remove, disable, or impair any Unit monitoring system such as Cat® Product Link, if the Unit is equipped with such system. You agree to permit Caterpillar Inc. or its subsidiaries or affiliates, including us (collectively "Caterpillar") and Caterpillar dealers to access data concerning the Unit, its condition, and its operation transmitted from the monitoring system. The information may be used: (1) to administer, implement, and enforce the terms of this Lease, (2) to recover the Unit if necessary, and (3) to improve Caterpillar's products and services. You agree that information transmitted may include, among other things, the serial number, VIN, location, and operational and other data, including but not limited to fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments.

**18. Assignment; Counterparts** We may assign, sell or encumber all or any part of this Lease, the Rent, and the Units with or without notice to you. THE RIGHTS OF ANY SUCH ASSIGNEE WILL NOT BE SUBJECT TO ANY DEFENSE, COUNTERCLAIM OR SET OFF WHICH YOU MAY HAVE AGAINST US. If requested by us, you will assist us in the assignment of any of our rights under this Lease. If requested by us, you will also sign a notice of assignment in a form approved by us. If notified by us, you will make all payments due under this Lease to the party designated in the notice without offset or deduction. In connection with any potential or actual assignment, you consent to the sharing of your credit file information, including personal information relating to your principals, with any potential assignee. Upon any assignment by us of our rights under this Lease, and except as may otherwise be provided herein, all references in this Lease to "Lessor", "we", "us", and "our" will mean the assignee. This Lease is for the benefit of, and is binding upon, your and our respective successors and assigns. Though multiple counterparts of this document may be signed, only the counterpart accepted, acknowledged, and certified by us on the signature page as the original will constitute original chattel paper. A photocopy or facsimile of this Lease will be legally admissible under the "best evidence rule." A signed copy of this Lease and any related document sent electronically will be treated as an original document and will be admissible as evidence thereof, and all signatures thereon will be

binding as if manual signatures were personally delivered. You are hereby notified that we may assign our rights (but not our obligations) under this Lease and in the Units to CF Exchange, LLC, a qualified intermediary, as part of a 1031 exchange.

**19. Effect of Waiver; Entire Agreement; Notices; Applicable Law** Our delay or omission in exercising any right or remedy will not impair such right or remedy. A delay or omission by us will not be construed as a waiver of any Event of Default. Any waiver or consent by us must be in writing. This Lease and the Lease Documents completely state our and your rights and supersedes all prior agreements with respect to a Unit. All notices must be in writing, addressed to the other party at the address stated on the front of this Lease or at such other address as may be furnished in writing. This Lease is governed by and construed under the laws of the State of Tennessee, without giving effect to the conflict-of-laws principles. You consent to the jurisdiction of any state or federal court located within the State of Tennessee. **THE PARTIES WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATED TO THIS LEASE, THE OBLIGATIONS, OR THE UNITS.**

**20. No Agency; Modification of Lease; Miscellaneous** No person or entity, including, without limitation, the supplier or the manufacturer of the Units, is authorized to act as our agent regarding this Lease. No waiver, modification, or change in this Lease will bind us unless provided by us in writing. Oral agreements are not binding. You agree that we may correct patent errors in this Lease and the Lease Documents and fill in blanks including for example correcting or filling in serial numbers, VIN numbers, and dates. Headings in this Lease are inserted for convenience only. Headings do not affect the meaning or interpretation of this Lease. If a provision of this Lease is invalid under any law, it shall be deemed omitted. Any such omission will not invalidate the remaining provisions. To the extent any payment due us under this Lease is deemed to be usurious, the payment obligation shall be amended and limited to the maximum lawful amount. All obligations under this Lease survive the expiration or termination of the Lease if necessary to give full effect to the terms of this Lease.

**By signing this Lease, you certify that you have read this Lease and all the other Lease Documents, including each Application Survey.**

## SIGNATURES

LESSOR

**Caterpillar Financial Services Corporation**

Signature \_\_\_\_\_

Name (print) \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

LESSEE

**CITY OF SEWARD**

Signature \_\_\_\_\_

Name (print) \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## PARTIES

LESSOR ("we", "us" or "our"):

**CATERPILLAR FINANCIAL SERVICES CORPORATION**  
2120 West End Avenue  
Nashville, TN 37203

LESSEE ("you" or "your"):

**CITY OF SEWARD**  
537 MAIN STREET  
SEWARD  
NE 68434

We and you agree to add the following paragraph to the Lease:

You represent and warrant to us that you (i) have sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal year and (ii) reasonably believe that funds can be obtained sufficient to make all rental payments during the term of the Lease. You hereby covenant that you will do all things reasonably within your power to obtain funds from which the rental payments may be made, including (i) providing for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding and (ii) using your *bona fide* best efforts to have such portion of the budget approved. It is your intent to make rental payments for the full term of this Lease if funds are available therefor, and you represent that the use of the Units is essential to your proper, efficient and economic operation. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise not available in any fiscal year for rental payments due under this Lease, then you will immediately notify us of such occurrence and this Lease will terminate on the last day of the fiscal year for which appropriations were received. You will not incur any penalty or expense as a result of any such termination of this Lease, and you will have no obligation to make rental payments with respect to the remainder of the Lease, but you will be obligated to pay rental payments to the extent funds shall have been appropriated and budgeted or are otherwise available. In the event of such termination, you agree to return the Units to us pursuant to Section 15 of this Lease, and we will have all legal and equitable rights and remedies to take possession of the Units. Notwithstanding the foregoing, you agree that you will not cancel this Lease if any funds are appropriated for the acquisition, retention or operation of the Units or other equipment performing functions similar to the Units.

## SIGNATURES

LESSOR

CATERPILLAR FINANCIAL SERVICES CORPORATION

Signature \_\_\_\_\_

Name (print) \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

LESSEE

CITY OF SEWARD

Signature \_\_\_\_\_

Name (print) \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



## Construction Equipment Application Survey

Customer Name: CITY OF SEWARD Location: 537 MAIN ST, , SEWARD, NE 68434  
 Make: Caterpillar Model: 420F Quantity: 1 Serial Number: VIN #:  
 Monthly Usage: 41.67 Current Hours: 9.00 Dealer: NEBRASKA MACHINERY COMPANY Dealer Location: OMAHA, NE

### \*\*\*\*\* IMPORTANT INFORMATION \*\*\*\*\*

**RESIDUAL EXCEPTION REQUESTS must be submitted to Lessor for the following applications: landfill, transfer and recycling stations; demolition, scrap yards and steel mills; salt, chemical, and corrosive environments such as feed lots, dairy farms, rendering plants, mushroom farms, fertilizer and lime handling, salt water areas and all hazardous waste handling; dusty or poor underfoot conditions; all mining applications. Any applications requiring unusual attachments, unit modifications or that involve non-traditional use of the unit. Any transaction with ten or more of one model.**

#### MAJOR ATTACHMENTS:

Ride Control	E-Stick Extendable	4x4
Air Conditioning	Cab	

#### BLADES/BUCKETS/RIPPERS:

General Purpose Bucket	Rear Counterweight	Quick Coupler
Backhoe Bucket		

#### MARKET CATEGORIES:

Standard Environment - Agricultural-Crop, Ag Non-Manure, Road Building, Utilities, Dams & Bridges, Airport, Site Prep Landfill, Landscaping, Pipeline, Commercial Residential, Site Development.

#### IF "SEVERE" OR "OTHER" DESCRIPTION OF ACTUAL APPLICATION REQUIRED:

#### MAXIMUM USAGE:

The model listed and equipped as stated above will be operated an estimated total of **41.67 hours per month** over a term of **60 months** for total usage during the lease term of **2500.00 hours**. This total usage combined with any accumulated hours prior to the Lease inception date, as stated above under current hours, will be the **total allowable machine hours** for the life of the Lease and the basis for any overuse charges.

**Total Lease Hours 2500.00 + Current Hours 9.00 = Total Allowable Machine Hours 2509.00**

#### OVERUSE CALCULATION:

In addition to Lessor's other rights hereunder and not in lieu thereof, Lessee shall pay Lessor additional rent for each hour in excess of the Total Allowable Machine Hours established for the Lease as stated above. This hourly rate shall be \$9.9 per hour.

**Please note: To avoid overuse charges, notify Lessor immediately of any increase in machine usage that will cause the total usage to exceed the "Total Allowable Machine Hours" as stated above. The Lease may be adjusted to reflect the correct hour usage.**

#### REMEDY FOR RETURN CONDITIONS:

Lessee will be invoiced for the parts and labor based on your local Caterpillar dealer's retail prices and retail labor rates to replace tires, undercarriage components, belts and all other non-conforming components as outlined in the **"REMAINING LIFE REQUIREMENTS"** section of the Mandatory Condition of the Unit Upon Return. The invoiced amounts will be based on the following percentages of remaining life and is payable upon receipt of invoice:

Life Remaining	Charge to Lessee
50% or greater	No charge to Lessee
31% to 49%	50% charge to Lessee
0% to 30%	70% charge to Lessee

**SEE PAGE TWO FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS APPLICATION SURVEY.**





**LESSOR RETAINS THE RIGHT TO ASK FOR ANY AND ALL REPAIR AND MAINTENANCE RECORDS DURING THE LEASE TERM AND/OR LEASE TERMINATION. A FULL UNIT INSPECTION MAY BE CONDUCTED AT LESSEE'S EXPENSE AT ANY TIME EVIDENCE DEMONSTRATES THAT THE UNIT(S) ARE BEING ABUSED FROM NEGLECT OR MISAPPLICATION.**

## **MANDATORY CONDITION OF EQUIPMENT UPON RETURN:**

Notwithstanding the provisions of: Sections 7 and 15 of the Tax Lease, Lessee agrees that each Unit, upon its return, shall:

### **MAINTENANCE AND GENERAL REQUIREMENTS:**

- Give Lessor sixty (60) days notice prior to the Lease termination date of Lessee's intention to return any and all Units to Lessor.
- Return the Units in the same configuration, with all attachments, as when delivered at lease inception. Lessee is responsible for costs, including but not limited to, fees, taxes and duties associated with tear down, loading, shipping and unloading of Units to a site designated by Lessor.
- Ensure the Units upon return are thoroughly cleaned, steam cleaned if available, and free from all oil, hydraulic and fuel leaks.
- Operate and maintain all Units in accordance with Caterpillar Lubrication and Maintenance and Operators guide books, and insure all maintenance is performed at recommended intervals and only genuine Caterpillar filters and parts are used for all maintenance and repairs. All Units must be in good operating condition and be able to perform all tasks under rated load.
- Enroll all Units in a Caterpillar dealer Scheduled Oil Sampling (SOS) or comparable program, where available, for the entire lease, and insure all fuels, lubricants, additives, and radiator water is clean and complies with Caterpillar recommended standards.
- Ensure all Units are operated only in the applications for which they were designed and manufactured.
- Maintain a working engine hour meter at all times. Keep complete records of all hour meter changes along with major component change outs and routine maintenance and repair records.
- Ensure all service contracts are fully implemented and all maintenance and repairs are made on schedule. Product Improvement Programs (PIP's) must be complete before the Units are returned. **ATTACH A COPY OF ANY AND ALL REPAIR AND MAINTENANCE CONTRACTS AND PLANNED COMPONENT REPLACEMENT PROGRAMS.**
- Provide a secured place to store off-lease Units upon request from the Lessor. Provide access to the Units for purposes of maintenance or demonstration to prospective buyers at Lessor's request.

### **SPECIFIC TINWARE AND SAFETY REQUIREMENTS:**

- Ensure the operator's compartment is clean, and all switches, monitoring systems (EMS, VIMS, VIDS), gages, control levers, pedals, radio, mirrors, seats, insulation and all other contents are complete and in good working order.

- Ensure all window glass is clear, and free from cracks and major pits, all window frames, doors and weather stripping are complete, and all service access compartment covers and doors, fenders, and other flat metal or plastic surfaces are in good working order and free from dents and cracks.
- Ensure all standard Caterpillar and non-Caterpillar safety items are complete and in good working order, including but not limited to, roll over protection (ROPS) and falling object protection (FOPS) systems, seat belts, steps, safety rails, grab irons, cat walks, fire suppression systems, warning alarms, cameras and monitors.
- Ensure all electrical components, including but not limited to, wiring harness, batteries, alternators, drive belts, lighting and air conditioning systems are complete and in good working order.
- Ensure all repairs made to main structures, including but not limited to, main frames, roller frames, car bodies, swing gears, drawbars, circles, component housings, loader arms, booms, sticks, tag links, loader linkages, truck bodies, buckets, rippers, and arches must be accomplished in accordance with factory recommended materials and repair procedures.

### **REMAINING LIFE REQUIREMENTS:**

- Ensure all ground engaging tools, including but not limited to, buckets, dozer blades, base cutting edges, rippers, scarifiers, drums, feet, tines, screeds, elevator flights, forks, and top clamps have good structural integrity and have fifty percent (50%) minimum remaining life.
- Return all track and rubber belted Units with a minimum of fifty percent (50%) remaining life on each and every component, including but not limited to, track shoes, links, pins, bushings, idlers, bogies, sprockets, carrier rollers, and track rollers. Belts cannot have any cuts that extend into the cords and must not be missing guide blocks or grouser bars (lugs). Charges will be assessed for each component not meeting the requirement.
- Return all rubber tire Units with a minimum of fifty percent (50%) remaining life of the original tread life of each tire. Recapped tires are not acceptable substitutes. All tires must be a matched set with the same tread type and pattern and have no significant cuts or chunking of the tread or side walls.

## **SIGNATURES**

This Application Survey is considered to be an integral part of the Lease between Lessor and Lessee. The information obtained from this Application Survey will be of primary importance in the Lease payment schedule. Any change in the location, severity of application, annual hourly usage and/or attachments or configuration must be approved in writing by Lessor.

**SEE PAGE ONE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS APPLICATION SURVEY.**

### **CITY OF SEWARD**

**LESSEE**

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

Name (PRINT): \_\_\_\_\_

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

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

**CUSTOMER INFORMATION VERIFICATION**  
(Required Document)



In our efforts to continue providing timely customer service, we need your assistance confirming the following information. If any information is incorrect or missing, please note the necessary changes below and return this form with your signed documents. In addition, please review the Data Privacy Notice stated below. Thank you in advance for your cooperation.

Purchase Order # for new contract: \_\_\_\_\_

Current Information on file	Please make corrections here
Customer Name: CITY OF SEWARD	
Physical Address: 537 MAIN STREET	
SEWARD, NE 68434	
Mailing Address: PO BOX 38	
SEWARD, NE 68434	
Equipment Location: 537 MAIN ST	
SEWARD, NE 68434, SEWARD	
Business Phone: (402)643-2928	
E-mail Address: MARILYN.VARNER@CITYOFSEWARD.COM	
Accounts Payable Contact Name and Phone:	
<b>Tax Information</b>	
Sales Tax Rate: 0	
(Please note: Sales Tax Rate, includes all applicable State, County, and City sales tax)	
City Limits	Asset outside the City Limits? Yes___ No___
Tax Exemption Status:	Please indicate if you are tax exempt.
	<input type="checkbox"/> Exempt
	<input type="checkbox"/> Non-Exempt
	If you are tax exempt - please enclose a current tax exemption certificate to be returned with your documents - Not needed by CFSC if dealer ISC

The information above has been reviewed and is accurate to the best of my knowledge with exception of any corrections as noted.

\*Should the above changes apply to ALL of your contracts, OR for this contract ONLY?

- ☐ ALL CONTRACTS  
☐ THIS CONTRACT ONLY

THE ABOVE INFORMATION HAS BEEN REVIEWED AND IS ACCURATE TO THE BEST OF MY KNOWLEDGE WITH EXCEPTION OF ANY CORRECTIONS AS NOTED.

\_\_\_\_\_  
Customer Initials

Data Privacy Notice: *This notice pertains to personal data supplied in connection with your credit application. By providing your information to Caterpillar Inc. or any of its subsidiaries or affiliates, including Caterpillar Financial Services Corporation (collectively "Caterpillar"), you are agreeing that the information may be shared among Caterpillar and its partners and dealers, and used to process your applications for credit and other orders and to improve or market Caterpillar products and services. If you have any questions pertaining to this notice, please contact the Data Privacy Coordinator at 615-341-8222.*



Name \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone Number \_\_\_\_\_

## CATERPILLAR INSURANCE COMPANY (CIC) SELECTION FORM

Before financing your equipment, you must arrange physical damage insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice, provided the insurance company satisfies minimum financial requirements.

As an alternative to obtaining your own insurance, you may elect to have your equipment insured under coverage arranged by Caterpillar Insurance Services Corporation, that has been designed specifically for the purchasers of Cat® equipment.

**Please complete this form if you elect to insure your equipment with Caterpillar Insurance Company (CIC).**

### CIC Physical Damage Insurance Policy Summary

Please note: This is only a brief description of the CIC Physical Damage Insurance Program. Contractual provisions contained in the policy will govern.

#### Coverage

CIC Physical Damage Insurance protects your equipment against physical damage losses, including collision, fire, theft, vandalism, upset or overturn, floods, sinking, earthquakes and other unfortunate acts of nature. The protection has been designed for owners of heavy equipment and provides superior benefits you most likely would not find in other plans.

The CIC Physical Damage Insurance does include normal exclusions. Some important exclusions are wear and tear, rust, loss of income, war, nuclear damage, and mechanical breakdown, automobiles, watercraft, waterborne shipments, tires or tubes or mobile track belts damaged by blow-out, puncture, and road damage.

#### Repairs

When a covered loss occurs, this plan will pay for Cat® replacement parts on all your new or used Caterpillar equipment. On all equipment from other manufacturers, the plan will pay for comparable replacement parts.

#### Transportation

Your CIC plan will pay for round-trip transportation of covered damaged equipment to and from your Cat dealer's repair facility, up to \$2,500 limit.

#### Rental Reimbursement

The plan allows for rental costs up to \$2,500 that you incur to rent similar equipment following a covered loss. You are automatically protected with up to \$100,000 of coverage for damage to the similar equipment you rent.

#### Claims

In the event of a total loss, the policy will pay the greatest of the following:

- The payoff value of the loan on the damaged parts or equipment as of the date of loss or
- The actual cash value of that covered property; or
- The cost of replacing that property with property of like kind and quality

The policy will pay 10% of scheduled loss, up to a \$10,000 maximum for debris removal.

The policy will pay fire department service fees up to \$5,000.

#### Deductible

\$1,000 Construction and Agricultural Equipment Deductibles:

\$5,000 deductible all logging Equipment

#### Customer Service

If you have any questions or need additional details, see your Authorized Cat Dealer or call CIC toll free at **1-800-248-4228**.

You may also e-mail CIC at [physicaldamage@cat.com](mailto:physicaldamage@cat.com)

#### POLICYHOLDER DISCLOSURE

##### NOTICE OF TERRORISM RISK INSURANCE ACT OF 2002

(as extended by the Terrorism Risk Insurance Extension Act of 2005, and as amended in 2007)

You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2007, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury - in concurrence with the Secretary of State, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended in 2007. However, your policy may contain other exclusions, which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced. The portion of your premium that is attributable to coverage for terrorist acts certified under the Act is: \$0.00

## APPLICATION FOR CIC PHYSICAL DAMAGE INSURANCE

Model #	Equipment Description	Serial #	VIN	Value Including Tax	Pymt Method-3 Total Premium	Pymt Method-1 Finance Pymt
1. 420F	Caterpillar Backhoe Loader			\$99,500.00	\$6,565.00	\$1,449.38

*Marsha Blaisdell*

Marsha Blaisdell, Authorized Insurance Producer

## Arranged by Caterpillar Insurance Services Corporation

I understand that the total insurance premium for 60 months will be \$6,565.00, which is \$1,313.00 per year based upon the total equipment value of \$99,500.00.

Method 1 ☐ I will finance the insurance premium, including finance charges, of \$1,449.38 per scheduled equipment payment. The finance charge is calculated at **4.70%** per annum on the total insurance premium covering the full term of the finance agreement. By choosing Method 1 and signing this document you are agreeing to finance the insurance along with the equipment payments with Caterpillar Financial Services Corporation.

Method 2 ☐ I desire coverage for an initial 12 month term. I will pay the \$1,313.00 premium and return the payment with the signed equipment documents. Please make check payable to CIC.

Method 3 ☐ I will pay the total premium and return the payment with the signed equipment documents. Please make check payable to CIC.

Method 4 ☐ I decline Caterpillar Insurance. I elect to obtain my own commercial insurance on the equipment shown from an agent or insurance company of my choice.

I understand that the quote I receive is not a binder of insurance. If I elect to obtain coverage from CIC, coverage will be effective in accordance with the terms and conditions of the issued Policy and that I may terminate the coverage at any time with advance written notice.

I acknowledge that I have been notified that, under the TERRORISM RISK INSURANCE ACT of 2002 (as extended by the Terrorism Risk Insurance Extension Act of 2005), any losses caused by certified acts of terrorism under my policy will result in coverage under my policy that will be partially reimbursed by the United States as outlined in the attached policyholder disclosure notification.

I also acknowledge I have been advised that, if I accept this insurance, an appointed licensed insurance producer will receive commission compensation.

**Customer Name:** CITY OF SEWARD

**Dealer Name:** NEBRASKA MACHINERY COMPANY

Please note: If you would like a no obligation quote on your additional equipment, call 1-800-248-4228 extension 5754.

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

Name (PRINT): \_\_\_\_\_

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

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



## Fraud Warning:

**Applicable in AL, AR, DC, LA, MD, NM, RI and WV:** Any person who knowingly (or willfully)\* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)\* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. \*Applies in MD Only.

**Applicable in CO:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**Applicable in FL and OK:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)\*. \*Applies in FL Only.

**Applicable in KS:** Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

**Applicable in KY, NY, OH and PA:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)\*. \*Applies in NY Only.

**Applicable in ME, TN, VA and WA:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)\* include imprisonment, fines and denial of insurance benefits. \*Applies in ME Only.

**Applicable in NJ:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**Applicable in OR:** Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

**Applicable in PR:** Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.



## INSURANCE SELECTION FORM-OUTSIDE INSURANCE CARRIER

Per your Lease agreement with us, you must arrange physical damage and general liability insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice, provided the insurance company satisfies minimum financial requirements.

Physical Damage coverage must show that Caterpillar Financial Services Corporation has been named as loss payee for the equipment's replacement value. The deductible must be shown. Liability Coverage must be a minimum of \$1,000,000 or combined coverage for bodily injury and property damage per occurrence. Caterpillar Financial Services Corporation must be named as additional insured.

As an alternative to obtaining your own Physical Damage coverage, you may elect to have your equipment insured under coverage arranged by Caterpillar Insurance Services Corporation designed specifically for the purchasers of Caterpillar equipment. If a quote is not included in your document package, please contact your Caterpillar Dealer, call **1-800-248-4228**, or e-mail [Cat.Insurance@cat.com](mailto:Cat.Insurance@cat.com).

**Please complete this form to provide contact information for your liability coverage, as well as your physical damage coverage if you did not elect Caterpillar Insurance for physical damage.**

Transaction Number: 2574052 Dealer Name: NEBRASKA MACHINERY COMPANY  
 Customer's Name: CITY OF SEWARD  
 Address: 537 MAIN STREET  
 SEWARD, NE 68434

I have entered into the above agreement under which **I am responsible for providing insurance** against **ALL RISKS** of direct physical loss or damage for the actual cash value of the following equipment, subject to common exclusions such as damage caused by corrosion, rust, mechanical or electrical breakdown, etc.

Model #	Equipment Description	Serial #	VIN #	Value Including Tax
1. 420F	Caterpillar Backhoe Loader			\$99,500.00

Insurance Agency Insurance Agent's Name  
 Street Address  
 City State Zip  
 Agent's Phone Number Fax Number E-mail Address

### TO CUSTOMER'S INSURANCE AGENT

**I hereby instruct you to add Caterpillar Financial Services Corporation as a Loss Payee for physical damage and as an Additional Insured for general liability:**

- ☐ To my existing policy number(s) \_\_\_\_\_, which now provide the coverage required, or  
☐ To a policy or policies which you are authorized to issue in the name listed above which will provide the coverage required.

Caterpillar Financial Services Corp must be given written notice within 30 days of any cancellation or non-renewal. It is also understood and agreed that a breach of the insuring conditions by the customer, or any other person shall not invalidate the insurance to Caterpillar Financial Services Corporation

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

Name (PRINT): \_\_\_\_\_

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

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

**PROCESSING OF THIS TRANSACTION MAY BE HELD PENDING RECEIPT OF THIS INFORMATION**

PLEASE FORWARD A COPY OF THE CERTIFICATE OR BINDER EVIDENCING COVERAGE TO:  
CATERPILLAR FINANCIAL SERVICES CORPORATION      E-mail: NABC.Docs@cat.com  
2120 West End Avenue      Fax #: 615-341-1627  
Nashville, TN 37203

**PLEASE ATTACH A COPY OF THIS NOTICE TO PROOF OF INSURANCE**



# Caterpillar Financial Services Corporation

## INVOICE

Page	Date	Invoice No.
1	02/27/2015	LSAP-454553351-1

CITY OF SEWARD  
537 MAIN STREET  
SEWARD, NE 68434

Description	Serial	VIN	Due Date	Pmt. No.	Amount
(1) 420F Caterpillar Backhoe Loader			Upon Receipt.	1	\$12,923.98
Sales and Use Tax					\$0.00
Document Fee					\$0.00
Filing Fee					\$0.00
Stamp Fee					\$0.00
Other Fees					\$0.00
Freight Fee					\$0.00
WITHOUT THE APPROPRIATE TAX EXEMPTION CERTIFICATE, APPLICABLE SALES AND/OR USE TAX WILL BE CHARGED.					

**PLEASE PAY THIS AMOUNT      \$      \$12,923.98**

Invoice No.	Total Enclosed
LSAP-454553351-1	\$

CITY OF SEWARD  
537 MAIN STREET  
SEWARD, NE 68434

Remit To: Caterpillar Financial Services Corporation  
5th Floor Document Services  
Doc Specialist: NEBRASKA MACHINERY COMPANY  
2120 West End Ave.  
Nashville, TN 37203

RETURN INVOICE AND CHECK FOR SPECIFIED PAYMENT(S) WITH SIGNED DOCUMENTS.

Your check will be cashed by Caterpillar Financial Services Corporation (CFSC) upon receipt, but that act will not constitute acceptance by CFSC of the Loan, Lease or Schedule. If CFSC accepts and executes the Loan, Lease or Schedule, the proceeds of this check will be applied to the specified payments. If CFSC does not accept the Loan, Lease or Schedule, CFSC will return an amount equal to this check.

Form No. INVSEP



4553351 02/27/2015 4:35 PM CT

# Opinion of Counsel

## Re: Tax Lease (Transaction Number 2574052) (the "Lease") Between CITY OF SEWARD ("Lessee") and Caterpillar Financial Services Corporation ("Lessor")

Sir/Madam:

I am an attorney for Lessee, and in that capacity I am familiar with the above-referenced transaction, the Lease, and all other documents pertaining to the Lease (the Lease and such other documents pertaining to the Lease being referred to as the "Lease Agreements").

Based on my examination of these and such other documents, records and papers and matters of fact and laws as I deemed to be relevant and necessary as the basis for my opinion set forth below, upon which opinion Lessee and any subsequent assignee of Lessee's interest may rely, it is my opinion that:

1. Lessee is a fully constituted political subdivision or agency duly organized and existing under the Constitution and laws of the State of Nebraska (the "State"), and is authorized by such Constitution and laws (i) to enter into the transaction contemplated by the Lease Agreements and (ii) to carry out its obligations thereunder.
2. The Lease Agreements (i) have been duly authorized, executed and delivered by Lessee and (ii) constitute valid, legal and binding obligations and agreements of Lessee, enforceable against Lessee in accordance with their terms, assuming due authorization and execution thereof by Lessor.
3. No further approval, license, consent, authorization or withholding of objections is required from any federal, state or local governmental authority with respect to the entering into or performance by Lessee of the Lease Agreements and the transactions contemplated by the Lease Agreements.
4. Lessee has sufficient appropriations or other funds available to pay all amounts due under the Lease Agreements for the current fiscal year.
5. The entering into and performance of the Lease Agreements will not (i) conflict with, or constitute a breach or violation of, any judgment, consent decree, order, law, regulation, bond, indenture or lease applicable to Lessee, or (ii) result in any breach of, or constitute a default under, or result in the creation of, any lien, charge, security interest or other encumbrance upon any assets of Lessee or the Units (as defined in the Lease) pursuant to any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument to which Lessee is a party, or by which it or its assets may be bound.
6. No litigation or proceeding is pending or, to the best of my knowledge, threatened to, or which may, (a) restrain or enjoin the execution, delivery or performance by Lessee of the Lease Agreements, (b) in any way contest the validity of the Lease Agreements, (c) contest or question (i) the creation or existence of Lessee or its governing body or (ii) the authority or ability of Lessee to execute or deliver the Lease Agreements or to comply with or perform its obligations under the Lease Agreements. There is no litigation or proceeding pending or, to the best of my knowledge, threatened that seeks to or could restrain or enjoin Lessee from annually appropriating sufficient funds to pay the Lease Payments (as defined in the Lease) or other amounts contemplated by the Lease Agreements. In addition, I am not aware of any facts or circumstances which would give rise to any litigation or proceeding described in this paragraph.
7. The Units are personal property and, when subjected to use by Lessee, will not be or become fixtures under the laws of the State.
8. The authorization, approval and execution of the Lease Agreements, and all other proceedings related to the transactions contemplated by the Lease Agreements, have been performed in accordance with all applicable open meeting, public records, public bidding and all other applicable laws, rules and regulations of the State.
9. The appropriation of moneys to pay the Lease Payments coming due under the Lease and any other amounts contemplated by the Lease Agreements does not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
10. The Lessor will have a perfected security interest in the Units upon the filing of an executed UCC-1 or other financing statement at the time of acceptance of the Units with the Secretary of State for the State.

### SIGNATURE

Name (PRINT): \_\_\_\_\_

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

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

Address: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

This Purchase Agreement is between **NEBRASKA MACHINERY COMPANY** ("Vendor") and **Caterpillar Financial Services Corporation** ("Cat Financial"). Vendor agrees to sell to Cat Financial and Cat Financial agrees to buy from Vendor the equipment described below (the "Unit(s)"), subject to the terms and conditions set forth below and on the reverse side hereof.

<u>Description of Unit(s)</u>	<u>Serial#</u>	<u>VIN #</u>	<u>Freight</u>	<u>Total Price</u>
(1) 420F New Caterpillar Backhoe Loader			\$0.00	\$99,500.00

**Lessee:**  
**CITY OF SEWARD**  
**537 MAIN STREET**  
**SEWARD NE 68434**

<b>Subtotal</b>	<b>\$99,500.00</b>
<b>Federal Excise Tax</b>	<b>0.00</b>
<b>Other Tax</b>	<b>0.00</b>
<b>Total Purchase Price</b>	<b>\$99,500.00</b>
<b>Unit(s) Delivery Point:</b>	
537 MAIN ST SEWARD, NE 68434, SEWARD	

See next page for additional terms and conditions.

## SIGNATURES

### CATERPILLAR FINANCIAL SERVICES CORPORATION

Signature \_\_\_\_\_  
Name (print) \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

### NEBRASKA MACHINERY COMPANY

Signature \_\_\_\_\_  
Name (print) \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_



1. The lessee named on the front hereof (the "Lessee") has selected the Unit(s), instructed Cat Financial to purchase the Unit(s) from Vendor, and agreed to lease the Unit(s) from Cat Financial.
2. Cat Financial (or its assignee) will have no obligation hereunder (and any sums previously paid by Cat Financial to Vendor with respect to the Unit(s) shall be promptly refunded to Cat Financial) unless (a) all of the conditions set forth in Section 1.3 (if a master lease agreement) or Section 1 (if a non master lease agreement) of the lease with the Lessee covering the Unit(s) have been timely fulfilled and (b) the Lessee has not communicated to Cat Financial (or its assignee), prior to "Delivery" (as hereinafter defined) of the Unit(s), an intent not to lease the Unit(s) from Cat Financial. All conditions specified in this paragraph shall be deemed timely fulfilled unless prior to Delivery of the Unit(s), Cat Financial (or its assignee) shall notify Vendor to the contrary in writing, which shall include fax or email. "Delivery" shall mean the later of the time (a) Cat Financial executes this Purchase Agreement or (b) the Lessee or its agent takes control and/or physical possession of the Unit(s).
3. Upon timely satisfaction of the conditions specified in Paragraph 2 above, ownership, title and risk of loss to the Unit(s) shall transfer to Cat Financial (or its assignee) upon Delivery of the Unit(s).
4. Vendor warrants that (a) upon Delivery of the Unit(s), Cat Financial (or its assignee) will be the owner of and have absolute title to the Unit(s) free and clear of all claims, liens, security interests and encumbrances and the description of the Unit(s) set forth herein is correct and (b) the Unit Transaction Price set forth on the front hereof for each unit of Unit(s) leased under a lease is equal to such Unit(s)'s fair market value.
5. Vendor shall forever warrant and defend the sale of the Unit(s) to Cat Financial (or its assignee), its successors and assigns, against any person claiming an interest in the Unit(s).
6. Provided that no event of default exists under any agreement between Lessee and Cat Financial and upon timely satisfaction of the conditions specified in Paragraph 2 above, and unless otherwise agreed to in this Purchase Agreement, Cat Financial (or its assignee) shall pay Vendor the total Purchase Price set forth on the front hereof for the Unit(s) within three business days following (a) the receipt and approval by Cat Financial of all documentation deemed necessary by Cat Financial in connection with the lease transaction and (b) all credit conditions have been satisfied.
7. Vendor shall deliver the Unit(s) to the Lessee at the delivery point set forth on the front hereof.
8. This Purchase Agreement may be assigned by Cat Financial to a third party. Vendor hereby consents to any such assignment.
9. This Purchase Agreement shall become effective only upon execution by Cat Financial.

**PLEASE DISREGARD THIS OFFER IF YOU ALREADY HAVE A COMMERCIAL ACCOUNT**

CITY OF SEWARD  
537 MAIN STREET  
SEWARD, NE 68434

**IMPORTANT OPPORTUNITY**

As a Caterpillar Financial Services Corporation customer, you now have the opportunity to open a Commercial Account. Commercial Account is an easy and convenient way to pay for parts, service or rentals, and is accepted at all Cat Dealers and Cat Rental Stores in the U.S. With the Commercial Account, you will have the ability to better manage your cash flow by making a monthly minimum payment of 10% on all your parts and service purchases. Rental payments must be paid in full the month following the charge. You will receive one detailed monthly statement of your charges, and have the ability to view your transactions online through our secure website 24/7.

***Through the Commercial Account you may also receive special 0% financing on rebuilds and major repairs (see your Cat Dealer for details).***

- If you need flexibility in paying for a large repair or work tool purchase or
- You need expanded access to Caterpillar Dealers as your work grows beyond your dealership's area, then the Commercial Account is for you.

**To request that an account be opened for you, please complete the application on the next page. Sign the application and return it with this document package OR fax it back to us at 615-341-5925.**

**If you are interested in a certain credit line amount, please indicate the desired amount on the application. Upon receipt, we will review your request and advise you of our decision.**

Once you have returned the enclosed application, you will receive a welcome package with your credit line amount, account number and the Customer Agreement. \*\*

For more information, please call us at 1-888-CAT-8811 or visit us at [www.catfinancial.com/commercialaccount](http://www.catfinancial.com/commercialaccount). Take advantage of this offer and activate your account today!

Best regards,

The Commercial Account Team

**\*Reply by: APRIL 28, 2015 to take advantage of this offer.**

**\*\*In some instances, we may not be able to open an account for you based on your credit report and other pre-determined criteria. We will notify you by mail if we are unable to open an account for you.**



**CREDIT APPLICATION (SUBMIT WITH DOCUMENTATION PACKET)**

Caterpillar Financial Commercial Account Corporation  
Phone: (800) 651-0567 Fax: (615) 341-5925  
Email: Credit.Department@cat.com

CITY OF SEWARD  
537 MAIN STREET  
SEWARD, NE 68434

**NOTICES**

**Definitions:** The terms "you" and "your" will refer to the person applying for financing, each Guarantor and each Signatory signing this credit application. The terms "we", "us" or "our" will refer to Caterpillar Financial Services Corporation ("CFSC") and/or Caterpillar Financial Commercial Account Corporation ("CFCAC" and, together with CFSC, the "Cat Financial Companies"), either individually or collectively, as applicable. Collectively, the Cat Financial Companies, Caterpillar Inc. and their affiliates and subsidiaries are referred to herein as the "Caterpillar Companies".

**Representations and warranties:** You represent that the information provided by you in this credit application (i) is true, correct and complete and (ii) is provided for the purpose of you obtaining credit from us.

**Privacy Notice:** You authorize us, or our designee, to investigate or obtain from other Caterpillar Companies, sellers of Caterpillar products (each a "Dealer"), banks, consumer reporting agencies, financial institutions, merchants, customers or any other person or entity any personal or business information related to you that we may deem appropriate, including but not limited to consumer reports and credit histories, for the use described herein. You authorize and instruct each such person or entity to furnish, share or otherwise make accessible to us any such information in their possession. We may use and rely upon such information, and any information provided in this credit application, (a) to make a credit decision to extend credit now or in the future pursuant to a subsequent application or request, (b) to continue any previously provided credit, (c) to review your account, (d) to assist in any collection activity, (e) to otherwise investigate your credit, (f) to improve or market Caterpillar products and services, and (g) to share such information with any other person or entity, including but not limited to the Caterpillar Companies, Dealers, consumer reporting agencies, financial institutions, and merchants.

This application for credit is solely from us. A decision to grant or deny business credit by CFSC will be made by CFSC, and a decision to grant or deny credit by CFCAC will be made by CFCAC. We may, in our sole discretion, refuse to extend business credit, goods, or services to you and may terminate any such credit extended at any time. Any references to a requested amount of credit in this credit application will not be deemed a limitation of liability by you. You understand and agree that any credit granted by us to you will be governed by the provisions and conditions set forth in CFCAC's Customer Agreement (or similarly titled) between us where granted by CFCAC or the applicable agreements between us where granted by CFSC.

**You acknowledge that this credit application is for business customers only (including sole proprietorships) and credit provided by us in connection with this credit application may not be used to acquire equipment or services for personal, household or family purposes. You acknowledge that you have read and fully understand the terms and conditions contained in this credit application.**

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning these creditors is the FTC Regional Office for the region in which the Cat Financial Companies operate or the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, contact us at the applicable address below within 60 days from the date you are notified of our decision. We will send you a written statement of the reasons for the denial within 30 days from receiving your request for the statement.

Caterpillar Financial Services Corporation, Attn: Credit Manager, 2120 West End Ave., P.O. Box 340001, Nashville, TN 37203

**COMPLETE if you are financing PARTS, SERVICE, ATTACHMENTS or RENTING equipment from a Cat Dealer with Commercial Account**

Requesting a revolving credit limit range of (select ONE): ☐ \$ \_\_\_\_\_ ☐ \$25,000 or less ☐ \$25,000-\$75,000 ☐ \$75,000 or more (see FINANCIAL section below)

Billing preference (select ONE or statement billing will apply):

- ☐ **STATEMENT BILLING:** Receive one statement monthly that covers all transactions made during that period. A minimum payment of 10% (revolving) of the account balance plus interest is due each payment cycle, or pay in full without interest charges. Rental charges are due in full by the due date. As with all statement billing methods payments are applied to the oldest outstanding balance.
- ☐ **INVOICE BILLING:** Immediately receive a separate Invoice Bill that mirrors the dealer invoice for each transaction you make, plus receive a monthly summary of all paid and open invoices. The full payment of the invoice is due on the stated terms.

Name(s) of individual(s) authorized to charge on account: 1) Name \_\_\_\_\_ 2) Name \_\_\_\_\_

Contact Credit.Department@cat.com to request additional authorized users.

**FINANCIAL: Attach the following if financing exceeds \$75,000 for a Commercial Account**

Financial statements for the last 2 fiscal year-ends, latest interim statements and comparable interims from prior year (if fiscal year-end is over 120 days), and a detailed list of work on hand

Additional financial information may be required.

**SIGNATURES**

**Required signatures:** If you are a legal entity (e.g., corporation, limited liability company or limited liability partnership), an authorized person must sign below on your behalf in addition to each owner listed in this credit application. If you are a partnership or a sole proprietorship, each owner must sign below.

**Ownership** (To be completed by every owner; ID required)

1) Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Date \_\_\_\_\_

2) Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature (Individual OTHER than owner) \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

REVISED 2013

Form No. XCAAC2



# **City of Seward, NE**

**Tuesday, March 17, 2015**

**Regular Session**

## **Item G8**

### **CONSIDERATION OF A RESOLUTION APPROVING A LEASE/PURCHASE AND/OR FINANCING AGREEMENT WITH HAMILTON EQUIPMENT COMPANY FOR EQUIPMENT - John Hughes**

**Administrative Report:** The proposed lease agreement is for a 36 month term; lease payments of \$928.10/month with a purchase option at end of term in the amount of \$28,793.82. The lease includes: Bobcat Skid Steer Loader, Stump Grinder and Brushcat Rotary Cutter. These equipment pieces are included in the current year Capital Improvement Program and budget.

After review and discussion, a motion to approve the resolution and lease agreement would be in order.

**Staff Contact:**

RESOLUTION NO.

WHEREAS, CITY OF SEWARD ("Lessee") is a validly existing political subdivision of the State of NE (the "State"), existing as such under and by virtue of the Constitution, statutes and laws of the State;

WHEREAS, the Mayor of the Lessee (the "Governing Body") has the power under the laws of the State to lease or purchase personal property for use by the Lessee; and the Governing Body has determined, and hereby determines, that it is in the best interests of the Lessee to enter into a Municipal Lease Agreement with HAMILTON EQUIPMENT COMPANY ("Lessor") which lease will be assigned to General Electric Credit Corporation of Tennessee ("Assignee") pursuant to an assignment by Lessor to Assignee (such Municipal Lease Agreement and Assignment are herein together referred to as the "Lease") for the purpose of financing the acquisition of the equipment (the "Equipment") described in Exhibit A to the Lease, and that the use of such Equipment is essential to the Lessee's proper, efficient and economic operation;

WHEREAS, the governing body has taken the necessary and appropriate steps under the applicable law, including, without limitation, and any public bidding requirements, to arrange for the acquisition and financing of the Equipment under the Lease;

WHEREAS, the Lease terminates, and the Lessee's obligations thereunder are extinguished, if the Governing Body fails to appropriate money for the ensuring fiscal year for the payment of the amounts due in such fiscal year;

WHEREAS, there has been presented to the Governing Body the form of the Lease, including Exhibit A thereto, which the Lessee proposes to approve, enter into and deliver, as applicable, to effectuate the proposed financing of the Equipment; and it appears that the Lease and its Exhibit A are in appropriate form and are appropriate instruments for the purposes intended.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY AS FOLLOWS:

Section 1. That all actions of the Lessee in effectuating the Lease are hereby approved, ratified and authorized pursuant to and in accordance with the transactions contemplated by the Lease.

Section 2. That sums be and hereby are allocated from the budget of the Governing Body for the fiscal year ending on September 30, 2015, sufficient to meet all obligations of the Lessee under the Lease, including without limitation Monthly Rent in the amount of \$928.10 per month.

Section 3. The Governing Body hereby approves the acquisition by the Lessee of the Equipment described in Exhibit A to the Lease, such acquisition to be financed by Lessor/Assignee pursuant to and in accordance with the terms of the Lease, which will be a valid, legal and binding obligation of the Lessee enforceable in accordance with its terms. The form and content of the Lease are in all respects authorized approved and confirmed and the Mayor of the Lessee, or his designee is authorized, empowered and directed to execute and deliver the Lease and the other Documents (as defined in the Lease) for and on behalf of the Lessee in substantially the form attached hereto, but with such changes, modifications, additions or deletions therein as shall to him seem necessary, desirable or appropriate.



BE IT FURTHER RESOLVED THAT this Resolution take effect from and after its passage.

The Mayor declared this resolution adopted.

Approved this 17<sup>th</sup> day of March, 2015.

THE CITY OF SEWARD, NEBRASKA

ATTEST:

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

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

(SEAL)



CITY OF SEWARD  
537 MAIN STREET  
SEWARD, NE 68434

Thank you for doing business with GENERAL ELECTRIC CREDIT CORPORATION OF TENNESSEE. This cover letter is your guide to completing your transaction as quickly as possible. If you have any questions please call 866-940-3303.

## Checklist

**LAST FUNDING DATE: April 15, 2015**

All documents listed below are required for this transaction:

- ☐ Master Lease Agreement
- ☐ Equipment Schedule - Power Lease
- ☐ Insurance Form
- ☐ Delivery and Acceptance Certificate (to be signed and returned to us only after the System has been delivered, installed and accepted by you)
- ☐ Billing Information

The following items are required for your transaction to be completed:

- ☐ Signature from an authorized signer – see Signature Guide below for requirements
- ☐ Printed name of the signer
- ☐ Title of the signer – see Signature Guide below for requirements
- ☐ Federal tax ID of the lessee/borrower – specified on the attached documents
- ☐ Return the signed documents as outlined below
- ☐ Supplier Invoice

## Signature Guide

The documents must be signed by an authorized officer or the owner if the customer is a Sole Proprietorship, with printed Name and Title completed as well.

### Lease/Loan agreement authorized signer guidelines

#### If the business is a:

Proprietorship  
General or Limited Partnership  
LLC  
Corporation:

And deal is <\$350K  
And deal is >\$350K

#### This person must sign:

Owner/Proprietor  
A General Partner  
Managing Member or Authorized Officer

Authorized Manager, Purchasing Manager, Authorized Corporate Officer  
Authorized Corporate Officer

## Return Instructions

**Please return signed documents and other checklist items via fax or email.**

Fax: 888-810-4101

Email: [capitalbobcatdocuments@ge.com](mailto:capitalbobcatdocuments@ge.com)

#### Overnight:

GENERAL ELECTRIC CREDIT CORPORATION OF TENNESSEE  
Contracts Team  
300 E. JOHN CARPENTER FREEWAY  
IRVING, TX 75062-2712

GECC C&I MLA  
2.0T 8/2014  
9800865-001  
Manual 3-1266079652

Lessor:  
Address:  
City/State/Zip:HAMILTON EQUIPMENT COMPANY  
8801 HIGHWAY 6  
LINCOLN, NE 68507Lessee:  
Street Address:  
City/State/Zip:  
Federal Tax ID Number:CITY OF SEWARD  
537 MAIN STREET  
SEWARD, NE 68434  
XX-XXX6355

**"Master Agreement"** means this Master Lease Agreement. **"Schedule"** means any Equipment Schedule signed by you and us that incorporates the terms of this Master Agreement, each of which will constitute a separate lease (a **"Lease"**). **"Lessor"** means HAMILTON EQUIPMENT COMPANY, or any of its designated affiliates named as Lessor on a Schedule hereunder, together with its successor and assigns, and is also referred to as **"we"**, **"us"** and **"our"**. **"Lessee"** means the above referenced entity or sole proprietorship and any other entity or sole proprietorship listed as a Lessee in the signature blocks below, and is also referred to as **"you"** and **"your"**. Each entity that signs below as Lessee agrees that its liability in connection with the Master Agreement (and any Schedules hereunder) is joint and several. **"Equipment"** means the equipment and other property described on the applicable Schedule, as well as any purchase orders, attachments, accessories, accessions, replacements, replacement parts, substitutions, additions, upgrades, exchanges and repairs to the equipment and other property and shall also be deemed to include any embedded software that otherwise falls within the definition of **"Goods"** under Article 9 of the Uniform Commercial Code (**"UCC"**). All terms not defined herein shall have the meaning provided in any Schedule. In the event of a conflict between the provisions of this Master Agreement and a Schedule, the provisions of such Schedule will control.

#### TERMS AND CONDITIONS

This Master Agreement is dated as of the date first written above, and is by and between us, our successors and assigns and you. You and we agree, for good and valuable consideration and intending to be legally bound, as follows:

**1. COMMENCEMENT.** We agree to lease to you, and you agree to lease from us, the Equipment described in a Schedule signed by you and us. The commencement of a Lease (the **"Commencement Date"**) and your right to use such Equipment identified on the applicable Schedule will occur on the date that you satisfy all conditions of the Lease, as determined by us, including, without limitation: (i) the delivery of the Equipment to you; and (ii) your verification by telephone of such acceptance, or at our request, your delivery to us of a written certificate of acceptance. If you signed a purchase order or similar agreement for the purchase of the Equipment, by signing a Schedule you assign to us all of your rights, but none of your obligations under it. If, for any reason: (i) the dealer, distributor and/or the manufacturer of the Equipment fails to deliver, or delays the delivery of the Equipment; or (ii) the Equipment is unsatisfactory, you agree that we are not liable for, and you will not make any claim against us for damages or for specific performance of this Master Agreement and/or such Lease.

**2. LEASE PAYMENTS.** You agree to send to us the Lease Payments (as specified in the corresponding Schedule) and all other sums when due and payable under a Lease at the address we provide to you. If the Commencement Date of a Schedule is not the first (1<sup>st</sup>) or the fifteenth (15<sup>th</sup>) day of any calendar month (a **"Payment Date"**), the initial Term of a Schedule will be extended by the number of days between the Commencement Date and the Payment Date which first occurs after the Commencement Date of such Schedule and your first Lease Payment will be increased by 1/30<sup>th</sup> of the monthly Lease Payments multiplied by the number of days elapsed from the Commencement Date to the day immediately preceding the Payment Date which occurs after such Commencement Date. Lease Payments are due whether or not you receive an invoice. If there are changes or corrections in the configuration or cost of the Equipment or the calculation of related sales and other taxes, you authorize us to adjust the Lease Payments by not more than 15%. The Lease Payments are calculated using a lease rate factor. If the Commencement Date under a Lease does not take place on or before the Last Funding Date, we may extend the Last Funding Date, provided that in consideration of any such extension, we reserve the right to adjust the lease rate factor and your Lease Payments to maintain our after tax economic yield and cash flow, and we will notify you of any such adjustments. All payments made by you to us pursuant to a Lease may be applied by us first to delinquency charges and other such charges due under such Lease, then to Lease Payments, and then to any other liabilities due and owing under such Lease or under any other agreement, in any order and manner selected by us. You waive any right you may have to direct the application of any payments made by you to us, and we may at our option offset and deduct any of your liabilities or obligations to us from any or all sums owed by us to you. You agree that we may pay fees to or receive rebates, discounts, subsidies or other compensation or financial benefits (including the ability to fund over time amounts that may be financed hereunder) from the manufacturer, supplier, wholesaler or other vendor of the Equipment, a broker, or other third party in connection with this Lease. Such amounts may affect the amount of your Lease Payments, rate, terms and your total cost hereunder.

**3. TAXES.** You agree to pay all sales, use, rental, property, excise, gross receipts, withholding and other taxes, charges and fees upon or with respect to the Equipment or the possession, ownership, leasing, use or operation, control or maintenance thereof and

relating to such Lease (or any Lease Payments or receipts hereunder or thereunder), by any domestic or foreign governmental entity or taxing authority, whether due before or after the end of the Term shown on the corresponding Schedule. TO THE EXTENT ALLOWED BY APPLICABLE LAW AND UNLESS AND UNTIL WE NOTIFY YOU IN WRITING TO THE CONTRARY, WE WILL FILE ALL PERSONAL PROPERTY TAX RETURNS COVERING THE EQUIPMENT AND WILL PAY THE PERSONAL PROPERTY TAXES LEVIED OR ASSESSED THEREON. YOU WILL, WITHIN FIVE DAYS OF YOUR RECEIPT OF INVOICE, PAY TO US, AS SUPPLEMENTAL RENT, AN AMOUNT EQUAL TO THE PROPERTY TAXES PAID BY US. IF APPLICABLE LAW REQUIRES THAT YOU FILE PERSONAL PROPERTY TAX RETURNS, YOU WILL DO SO AND PAY ANY APPLICABLE TAXES AND, UPON REQUEST, PROVIDE US WITH COPIES OF ALL SUCH PERSONAL PROPERTY TAX RETURNS, TOGETHER WITH EVIDENCE OF SUCH PAYMENT, WITHIN 15 DAYS FOLLOWING SUCH REQUEST. Your obligations under this Section shall survive the expiration, cancellation or termination of this Master Agreement and any Lease.

**4. LATE CHARGES.** For any payment, which is not received within ten days of its due date, you agree to pay us a late charge equal to the greater of 5% of the amount due or \$35.00 (but in either case, not to exceed the maximum amount permitted by law) as reasonable collection costs.

**5. OWNERSHIP, USE, MAINTENANCE AND REPAIR.** Unless otherwise specified in the applicable Schedule, we own the Equipment and you have the right to use the Equipment under the terms of the Lease. If the Lease is or is deemed to be a secured transaction, and you grant us a precautionary security interest in all the Equipment and all products and proceeds thereof to secure all of your obligations under the Lease in the event the Lease is deemed to be a secured transaction. So long as you are not in default of your obligations, we hereby assign to you all our rights under any manufacturer or supplier warranties. You must keep the Equipment free of liens, and notify us immediately if any tax or other lien is or will be placed on the Equipment. You will not remove the Equipment from the address indicated on the front of a Schedule without first obtaining our approval. You agree to: (a) keep the Equipment in your exclusive control and possession; (b) USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES; (c) use the Equipment in conformity with all insurance requirements, manufacturer's instructions and manuals; (d) at your sole cost, keep the Equipment repaired and maintained in good working order and as required by the manufacturer's warranty, certification and standard full service maintenance contract; (e) allow only qualified and properly licensed personnel to operate the Equipment; (f) promptly notify us of any malfunction in the hour meter; (g) maintain accurate and complete records of all repairs and maintenance to the Equipment; and (h) give us reasonable access to inspect the Equipment and its maintenance and other records. Any modifications or additions to the Equipment required by any governmental edict will be promptly made by you at your own expense. Without our prior written consent, you will not make any alterations, additions or improvements to the Equipment which are permanent or which detract from its economic value or functional utility, except as may be required pursuant to the preceding sentence. The Equipment

must remain in the continental United States at all times. In case you fail to comply with any provision of any Lease, we may effect such compliance and all expenses incurred by us in doing so will constitute additional expenses under such Lease due to us within five days after we send notice to you requesting payment. Our effecting such compliance will not be a waiver of your default.

**6. INDEMNITY.** YOU ARE RESPONSIBLE FOR ALL LOSSES, DAMAGES, CLAIMS, PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT CLAIMS, INJURIES, LIABILITIES (INCLUDING WITHOUT LIMITATION ENVIRONMENTAL LIABILITIES) AND ATTORNEYS' FEES AND COSTS, INCLUDING WITHOUT LIMITATION, THOSE INCURRED IN CONNECTION WITH RESPONDING TO SUBPOENAS, THIRD PARTY OR OTHERWISE ("CLAIMS"), WHETHER BASED ON A THEORY OF STRICT LIABILITY OR OTHERWISE, INCURRED, CAUSED OR ASSERTED BY ANY PERSON, IN ANY MANNER RELATING TO THE EQUIPMENT, INCLUDING ITS MANUFACTURE, ACQUISITION, DELIVERY, INSTALLATION, OWNERSHIP, PURCHASE, SALE, OPERATION, USE, LEASE, MAINTENANCE AND ANY DEFECTS. YOU AGREE TO DEFEND AND INDEMNIFY US AGAINST ALL CLAIMS, ALTHOUGH WE RESERVE THE RIGHT TO CONTROL THE DEFENSE AND TO SELECT OR APPROVE DEFENSE COUNSEL AT YOUR EXPENSE. THIS INDEMNITY CONTINUES BEYOND THE EXPIRATION OR OTHER CANCELLATION OR TERMINATION OF THIS MASTER AGREEMENT AND ANY LEASE AND MAY BE ENFORCED BY, AND IS FOR THE BENEFIT OF US AND OUR SUCCESSORS, ASSIGNS, AFFILIATES, BENEFICIARIES AND ALL OF OUR AND SUCH AFFILIATES', BENEFICIARIES', SUCCESSORS' AND ASSIGNS' RESPECTIVE DIRECTORS, SHAREHOLDERS, OFFICERS, EMPLOYEES, AGENTS, PREDECESSORS, ATTORNEYS-IN-FACT AND LAWYERS.

**7. LOSS OR DAMAGE.** You assume all risks of loss, theft, damage to or destruction of the Equipment. If any item of Equipment is lost, stolen or damaged you will immediately notify us in writing and, at your option and cost, within 30 days after such event, either: (a) promptly repair the item to our satisfaction or replace the item with a comparable item acceptable to us or (b) pay us the sum of: (i) all past due and current Lease Payments; (ii) the present value of (A) all remaining Lease Payments for the affected item(s) of Equipment, and (B) the amount of the Purchase Option set forth in the applicable Schedule for the affected item(s) of Equipment, or if no Purchase Option is specified, the Fair Market Value of the affected item(s) of Equipment, each discounted at the rate of 4% per annum (or if such rate is not permitted by applicable law, then at the lowest permitted rate); and (iii) all other amounts due under the Lease (together, the "**Stipulated Loss Value**"). Upon our receipt of such Stipulated Loss Value, we will then transfer to you all our rights, title and interest in the affected item(s) of Equipment AS-IS AND WHERE-IS, WITHOUT ANY RECOURSE TO OR WARRANTY FROM US, EXPRESS OR IMPLIED. Insurance proceeds will be applied toward repair, replacement or payment owing to us, as applicable. "**Fair Market Value**" of the Equipment means its installed fair market value at the end of the Term, assuming good order and condition (except for ordinary wear and tear from normal use), as estimated by us. If you disagree with our estimate of fair market value, upon your request, we will appoint an independent appraiser (reasonably acceptable to you) to determine fair market value and that determination shall be final, binding and conclusive. You shall bear all costs associated with any such appraisal.

**8. INSURANCE.** You agree, at your cost, to: (a) keep the Equipment insured against all risks of physical loss or damage for the higher of Stipulated Loss Value or its full replacement value, naming us as loss payee; and (b) maintain Commercial General Liability insurance, covering personal injury and property damage in amounts acceptable to us, naming us as additional insured. The policy must be issued by an insurance carrier acceptable to us, must provide us with not less than 15 days' prior written notice of cancellation, non-renewal or amendment, and must provide deductible amounts acceptable to us. You hereby appoint us as your attorney-in-fact to make proof of loss and claim for insurance, to make adjustments with insurers and to receive payment of and execute or endorse all documents, checks or drafts in connection with payments made as a result of such insurance policies. The insurance shall be payable to us irrespective of any breach of warranty or other act or omission of Lessee and no insurance shall be subject to any co-insurance clause. You agree to deliver to us evidence of insurance reasonably satisfactory to us.

**9. NET LEASE; UNCONDITIONAL OBLIGATION.** Each Lease is a net lease. Your obligation to pay Lease Payments and other amounts due under such Lease shall be absolute and unconditional. You shall not be entitled to any abatement or reductions of, or set-offs against, said Lease Payments or other amounts, including, without limitation, those arising or allegedly arising out of claims (present or future, alleged or actual, and including claims arising out of our strict tort or negligence) of yours against us under such Lease or otherwise. Nor shall any Lease terminate or your obligations be affected by reason of any defect in or damage to, or loss of possession, use or destruction of any Equipment from whatsoever cause. It is the intention of the parties that Lease Payments and other amounts due under each Lease shall continue to be payable in all events in the manner and at the

times set forth in such Lease unless the obligation to do so shall have been terminated pursuant to the express terms of such Lease.

**10. REPRESENTATIONS, WARRANTIES AND COVENANTS.** You hereby represent and warrant to us that on the date hereof and on the date of execution of each Schedule that, and you covenant with us as follows, in each case until all of the obligations hereunder and under each Schedule has been paid in full to us: (a) you have the authority to enter into, and perform under this Master Agreement, each Schedule, and all related documents (together, the "**Documents**") and are duly qualified to do business in the jurisdiction where the Equipment is located and wherever necessary to conduct your business; (b) the Documents have been duly authorized, executed and delivered by you and constitute valid, legal and binding agreements, enforceable in accordance with their terms; (c) no approval, consent or withholding of objections is required from any governmental authority with respect to the entry into or performance by you of the Documents except such as have already been obtained; (d) the execution and performance by you of the Documents will not: (i) violate any judgment, order, law or regulation applicable to you or any provision of your organizational documents; or (ii) result in any breach of, constitute a default under or result in the creation of any lien or other encumbrance upon any Equipment pursuant to any agreement or instrument (other than this Master Agreement or any Lease) to which you are a party; (e) there are no suits or proceedings pending or threatened in court or before any commission, board or other administrative agency against or affecting you, which will have a material adverse effect on your ability to fulfill your obligations under the Documents; (f) the Equipment is and will remain tangible personal property; (g) your exact legal name is as set forth in the signature block on the last page of this Master Agreement and you are and will be at all times validly existing and in good standing under the laws of the State/Commonwealth of your organization; and (h) you are and will remain in full compliance with all laws, rules and regulations applicable to you including, without limitation: (i) the USA PATRIOT ACT, (ii) laws ensuring that no person who owns a controlling interest in or otherwise controls Lessee is or will be (A) listed on the Specially Designated Nationals and Blocked Person List maintained by the Office of Foreign Assets Control ("**OFAC**"), Department of the Treasury, and/or any other similar lists maintained by OFAC pursuant to any authorizing statute, Executive Order or regulation; or (B) a person designated under Section 1(b), (c) or (d) of Executive Order No. 13224 (September 23, 2001), any related enabling legislation or any other similar Executive Orders; and (ii) all applicable Bank Secrecy Act ("**BSA**") laws, rules, regulations and government guidance relating to BSA compliance, import or export controls, anti-money laundering and terrorist financing.

**11. DEFAULT.** Time is of the essence. You will be in default under a Lease if: (a) you fail to remit to us any payment within ten days of the due date; (b) you or any guarantor of your obligations under any Document ("**Guarantor**") breach any other obligation under any Document or guaranty and fail to correct such violation within ten days following notice; (c) you or a Guarantor becomes insolvent, are liquidated or dissolved, transfer substantially all of your or such Guarantor's stock or assets, stop doing business or assign your or such Guarantor's rights or property for the benefit of creditors, or a petition is filed by or against you or any Guarantor under any bankruptcy or insolvency law; (d) you or any Guarantor default under any other agreement with us or any of our affiliates; (e) any representation made by you or a Guarantor in connection with any Document or guaranty is or will be false or misleading in any material respect; (f) any Equipment is illegally used; (g) there is any merger, consolidation or change in controlling ownership of your entity or any Guarantor's entity; (h) if you are a sole proprietorship, you die or have a guardian appointed; or (i) any individual Guarantor dies or has a guardian appointed.

**12. REMEDIES.** If you default, we may, in our sole discretion, do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BENEFIT OF THE BARGAIN AND NOT AS A PENALTY, the Stipulated Loss Value; (b) declare any other agreements between us in default; (c) require you to return all of the Equipment, and if so specified in the related Schedule, return such Equipment in the manner outlined in such Schedule; (d) we or our agent may enter the property where the Equipment is located and peaceably, with or without legal process, repossess or disable the Equipment and you waive and will not make any claims against us for damages, for trespass or for any other reason and upon recovery of the Equipment, we will not be held responsible for any losses directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within the Equipment; (e) lease or sell the Equipment or any portion thereof, and may apply the proceeds in the following order of priority: (i) to pay all of our costs, charges and expenses related to the repossession, sale or other disposition; then (ii) to the extent not previously paid by you to us, to pay us all sums due from you under the Lease; then (iii) to reimburse you for any sums previously paid by you to us as liquidated damages; and (iv) any surplus shall be retained by us, unless a Lease is otherwise determined to be a secured transaction, in which case we will remit any excess to the party legally entitled to such excess; and you shall immediately pay us any deficiency in (e)(i) and (e)(ii) above, or in such other manner as may be acceptable to us; (f) charge

you interest on all amounts due us from the due date until date of payment at the rate of 1-1/2% per month, but in no event more than the lawful maximum rate; (g) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs; and (h) cancel or terminate the Lease. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right will not operate as a waiver of any other right or future right. To the extent permitted by applicable law, you hereby waive any rights now or hereafter conferred by statute or otherwise that may limit or modify any of our rights or remedies under this Lease, including any rights you may have which require us to sell any Equipment to mitigate damages or provide you with notices of default, intent to accelerate amounts becoming due or acceleration of such amounts.

**13. ASSIGNMENT.** You may not assign or dispose of any rights or obligations under the Lease or sub-lease the Equipment, without our prior written consent. We may, without notifying you, assign any or all of our interest in the Lease or our interest in the Equipment. If we do make an assignment of the Lease, our assignee will have all of our rights under the Lease, but none of our obligations, unless expressly assumed by the assignee. If you receive written notice of an assignment from us, you will pay all Lease Payments and other amounts payable under any assigned Lease to such assignee or as instructed by us. You agree not to assert against our assignee claims, offsets or defenses you may have against us.

**14. MISCELLANEOUS.** Notices must be in writing and will be deemed given 5 days after mailing to your (or our) business address. You authorize us or our agent to prepare and file, electronically or otherwise, UCC financing statements and any amendments or continuation relating to the Equipment. We may receive from and disclose to any individual, corporation, business trust, association, company, partnership, joint venture, or other entity (collectively, the "Entity"), including, without limiting any affiliate of ours, and any credit reporting agency or other entity whether or not related to us for any purpose, information about your accounts, credit application and credit experience with us and you authorize any Entity to release to us or any affiliate of ours any information related to your accounts, credit experience and account information. **This shall be continuing authorization for all present and future disclosures of your account information, credit application and credit experience made by us, or any Entity requested to release such information to us.** Any claim you have against us must be made within one year after the event which caused it. If a court finds any provision of the Lease to be unenforceable, all other terms will remain in effect and enforceable. You authorize us to insert or correct missing or incorrect information on the Lease, including your proper legal name, serial numbers and any other information describing the Equipment. If you so request, and we permit the early termination of a Schedule, you agree to pay a fee for such privilege. You agree to pay us a fee as shown in the corresponding Schedule to cover our administrative costs in connection with each Lease and costs associated with the filing of any UCC financing statements. **YOU HEREBY ACKNOWLEDGE AND CONFIRM THAT YOU HAVE NOT RECEIVED ANY LEGAL, TAX, FINANCIAL OR ACCOUNTING ADVICE FROM US OR ANY SUPPLIER OR MANUFACTURER OF THE EQUIPMENT.** Upon our reasonable request, you will within 30 days provide us your most current fiscal year-end and quarter-end financial statements, prepared in accordance with generally accepted accounting principles, and any other financial information. Restrictive endorsements on checks you send to us will not reduce your obligations to us. We may charge you a return check or non-sufficient funds charge of \$25.00 for any check, which is returned by the bank for any

reason (not to exceed the maximum amount permitted by law). You will notify us at least 60 days in advance of any proposed change in your legal name or your state/commonwealth of incorporation or formation. Your representations and warranties provided in the Documents shall survive the date hereof and the date of each Schedule and the expiration, cancellation or termination hereof and the other Documents. Credit to your accounts is subject to final payment by your institution and may also be delayed if payment is not received at our payment address or not accompanied by your invoice number. Preferred forms of payment include direct debit, wires, company checks and certified checks. Payment in any other form may delay processing or be returned to you. All written communication concerning disputed amounts, including any check or other payment instrument that (i) indicates that the written payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount or (ii) is tendered with other conditions must be mailed or delivered to us at the address for billing inquiries shown on the invoice or statement and not to the payment address.

**15. LIMITATIONS ON CHARGES.** We both intend to comply with all applicable laws. We will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Master Agreement or any Lease that could, but for this Section, be read under any circumstance to allow for a charge higher than that allowable under any applicable legal limit, is limited and modified by this Section to limit the amounts chargeable under the Lease to the maximum amount allowed under the legal limit. Any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally owed under the Lease, or refunded to you.

**16. EXECUTION AND TRANSMISSION OF DOCUMENTATION.** This Agreement and any schedules, exhibits, annexes or related instruments (each an "Instrument") will be created and evidenced as follows: (i) we will deliver to you an electronic or paper version of each Instrument; (ii) you will print and sign (and initial where indicated), using either ink on paper (a "manual" signature) or by electronic or digital means (an "electronic" signature), the signature page of each such Instrument and deliver the same to us by electronic, facsimile or other means; (iii) we will sign (electronically, digitally or manually, at our option) each signature page so delivered by you (if the Instrument requires our signature); and (iv) we will attach each fully signed signature page to an electronic or printed paper copy of the applicable Instrument. You hereby represent and warrant that you have not modified the Instrument sent to you for signature. Upon your one-time request for a copy of any fully signed Instrument promptly after it has been produced by this process, we will make the same available to you by electronic or other means. Each Instrument produced by this process will be conclusively presumed to be identical to the version signed or initialed by you, and we may (at our option) retain only a copy of such Instrument and dispose of the version containing your manual signature. We both intend that each Instrument produced by this process shall be for all purposes (including perfection of security interests and admissibility of evidence) the sole original authenticated Instrument; and to the extent, if any, that any Instrument constitutes chattel paper (as the term is defined in the applicable Uniform Commercial Code), no security interest in such Instrument may be created through the transfer or possession of any counterpart or copy thereof, other than the Instrument produced by this process. You agree not to raise as a defense to the enforcement of any Instrument that you executed such Instrument by electronic or digital means or used facsimile or other electronic means to transmit your signature on such Instrument. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign any Instrument manually and to deliver to us an original of such Instrument containing your manual signature.

BOTH PARTIES WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THIS MASTER AGREEMENT, ANY LEASE, ANY OTHER DOCUMENT OR ANY TRANSACTION CONTEMPLATED HEREBY AND THEREBY. THIS MASTER AGREEMENT AND EACH OTHER DOCUMENT WILL BE GOVERNED BY THE LAWS OF IOWA, AND ANY LEGAL ACTION OR PROCEEDING SHALL BE BROUGHT EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF UTAH. BY SIGNING THIS MASTER AGREEMENT, YOU AGREE TO THE TERMS ON PAGES 1, 2 AND 3. ANY AGREEMENTS REACHED BY THE PARTIES ARE CONTAINED IN THIS WRITING, WHICH WRITING IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, EXCEPT AS WE MAY LATER AGREE TO MODIFY IN WRITING. ORAL AGREEMENTS OR COMMITMENTS TO MODIFY THIS AGREEMENT OR ANY LEASE, OR TO FORBEAR FROM ENFORCING REPAYMENT OF THE SAME, ARE NOT ENFORCEABLE.

THIS MASTER AGREEMENT SHALL NOT BE EFFECTIVE UNLESS AND UNTIL EXECUTED BY US.

LESSOR: HAMILTON EQUIPMENT COMPANY

LESSEE: CITY OF SEWARD

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

By: **X** \_\_\_\_\_

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

Name: **X** \_\_\_\_\_

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

Title: **X** \_\_\_\_\_

**IMPORTANT INFORMATION ABOUT ESTABLISHING A RELATIONSHIP WITH LESSOR**

Federal law requires us to obtain, verify, and record information that identifies each person or business establishing a business relationship with us. Therefore, you may be required to provide certain information prior to a transaction being funded. This information might include: your name, street address, date of birth, government issued identification number (such as a Social Security Number or taxpayer identification number), and country of citizenship. We may also ask to review your driver's license, passport or other identifying documents that will allow us to verify your identity. In addition, business entities might be asked to provide business name, registered street address, tax identification number, date of establishment of business, nature and type of business, and principal place of business. In accordance with federal and local laws, we will ensure appropriate security is attached to processing and maintaining any retained information.

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**EQUIPMENT SCHEDULE – POWER LEASE**

No. 9800865-001, Dated MARCH 9, 2015

To Master Lease Agreement No. 9800865

Dated October MARCH 9, 2015

**Lessor:** HAMILTON EQUIPMENT COMPANY  
**Address:** 8801 HIGHWAY 6  
**City/State/Zip:** LINCOLN, NE 68507

**Lessee:** CITY OF SEWARD  
**Street Address:** 537 MAIN STREET  
**City/State/Zip:** SEWARD, NE 68434  
**Contact:**  
**Federal Tax ID Number:** XX-XXX-6355

"Master Agreement" means the above referenced Master Lease Agreement. "Schedule" means this Equipment Schedule. "Lessee" means the above referenced entity or sole proprietorship and any other entity or sole proprietorship listed as a Lessee in the signature blocks below, and is also referred to as "you" and "your." Each entity that signs below as Lessee agrees that its liability in connection with this Schedule is joint and several. The terms and conditions of the Master Agreement are incorporated into this Schedule, and together, this Schedule and the Master Agreement as it relates to this Schedule, constitute a lease ("Lease") between us and you for the Equipment described in this Schedule. Capitalized terms used but not defined herein shall have the meanings given to them in the Master Agreement.

**A. EQUIPMENT.** Pursuant to the terms of the Lease, we agree to acquire and lease to you the Equipment listed below:

Qty	Make	Model	Year	Equipment Type	Serial Number	Annual Operating Hours
1	BOBCAT	S750	2015	SKID STEER LOADERS	ATDZ14710	UNLIMITED HOURS
1	BOBCAT	SGX60	2015	STUMP GRINDER	A00701656	UNLIMITED HOURS
1	BOBCAT	80" HF	2015	BRUSHCAT ROTARY CUTTER	B37700513	UNLIMITED HOURS

**Supplier of Equipment (Name):** HAMILTON EQUIPMENT COMPANY, 8801 HIGHWAY 6, LINCOLN, NE 68507

**Equipment Location:** 537 MAIN STREET, SEWARD, NE 68434

YOU HAVE SELECTED THE EQUIPMENT. THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF THIS LEASE. YOU ARE AWARE OF THE NAME OF THE MANUFACTURER OF EACH ITEM OF EQUIPMENT AND YOU WILL CONTACT EACH MANUFACTURER FOR A DESCRIPTION OF YOUR WARRANTY RIGHTS. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. WE PROVIDE THE EQUIPMENT TO YOU AS-IS. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SET-OFF FOR ANY REASON WHATSOEVER. THE PARTIES INTEND THIS LEASE TO BE A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC"). YOU WAIVE ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC.

**B. FINANCIAL TERMS**

1. Term (No. of Months): 36	6. Purchase Option Price at end of Term: \$28,793.82
2. Lease Payment: \$928.10 (plus applicable taxes)*	7. Last Funding Date: April 15, 2015
3. Frequency of Lease Payment: Monthly (in Arrears)	8. Total Cost: \$55,920.00
4. Administrative Fee: \$175.00 (included in the financed amount)	
5. Lessee Purchase Order #: **	

\* With respect to the Lease Payment, in states assessing upfront sales tax and use tax, your Lease Payment, starting with the first invoice, will be adjusted to include the applicable sales tax and use tax amortized over the Term of the Lease using a rate that preserves Lessor's economic yield for the transaction described in the Schedule. In other states, the applicable sales tax and use tax will be included on your invoice.

\*\*Any Lessee Purchase Order shown above is provided for invoicing purposes only.

**C. PROPERTY TAX ADMINISTRATION.** As compensation for our internal and external costs in the administration of taxes related to each unit of Equipment, you agree to pay us a tax administrative fee equal to \$12 per unit of Equipment (not to exceed 10 units of Equipment) per year during the Term, not to exceed the maximum permitted by applicable law.

**D. POWER LEASE PURCHASE OPTION.** For the purposes of this Schedule only, so long as no default exists hereunder and this Lease has not been earlier terminated, you may at Lease expiration, purchase some or all of our interest in the Equipment leased pursuant to this Schedule on an AS-IS, WHERE-IS BASIS, WITHOUT ANY RECOURSE TO OR WARRANTY FROM US, EXPRESS OR IMPLIED, for cash equal to the Purchase Option amount of \$46,800.00 or that part thereof attributable to the item or items of Equipment purchased (plus applicable sales and other taxes). This Lease WILL AUTOMATICALLY CONTINUE ON A MONTH-TO MONTH BASIS UNLESS CANCELLED BY EITHER PARTY UPON 30 DAYS PRIOR WRITTEN NOTICE TO THE OTHER PARTY and you will pay us the same Lease Payments and other Lease charges as applied during the Term until the Equipment is returned to us or you pay us the applicable purchase price (and taxes) and the Lease Payments shall be for the leasing of the Equipment and not be applied to the applicable purchase price (and taxes).

**E. RETURN OF EQUIPMENT.** (1) If (a) an Event of Default occurs, (b) you do not purchase the Equipment at the end of the Lease Term, or (c) you do not extend the Lease Term, at your cost and risk you will promptly (i) place the Equipment in good order and condition (except for ordinary wear and tear from normal use), (ii) cause the Equipment to be disassembled, deinstalled, inspected, tested and crated in accordance with the manufacturer's recommendations and any and all local, state and federal regulatory requirements then in effect, (iii) immediately return the Equipment, freight and insurance prepaid, at your risk to any location and aboard any carrier we may designate in the continental United States, and (iv) pay a

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return fee of \$100, not to exceed the maximum permitted by law, as reasonable compensation for our costs in processing returned Equipment. Any such Equipment will be accompanied by all accessories originally included with the Equipment, qualifies (if applicable) for continued maintenance under a manufacturer's service and maintenance contract, and includes the latest software release provided by the manufacturer or Supplier to you. You will continue to remit Lease Payments until the first day of the month which follows the date the Equipment is received by us in the condition required by this Lease. You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with the Lease (and any Return Conditions described in paragraph 2 below) or for damages incurred in shipping and handling.

(2) In addition to the above provisions you shall, at your expense, return the Equipment as specified: (a) **General Condition:** With respect to each unit, no glass shall be broken, chipped or cracked, no upholstery shall have any cut, tear or burn, there shall be no unrepaired damage to exterior or interior materials that exceeds \$250 and all decals, numbers, customer identification, glue and adhesives shall have been removed from Equipment without damage to paint or Equipment. Frame and structural members including but not limited to loader arms, stick, booms, buckets, frame rails, all ground engaging tools and all attachments will be structurally sound, without breaks, bends, cracks or missing teeth. Cooling, heating and lubrication systems shall not be contaminated and there shall be no leaking between systems. No battery shall have any dead cells, cracked case or be inoperative. All units returned will be cleaned and cosmetically acceptable, with all rust and corrosion properly removed and/or treated. All material (i.e., dirt, refuse, asphalt, gravel, etc.) must be properly removed from the Equipment and disposed of in accordance with all applicable federal, state and local laws and regulations. All internal fluids such as lube oil and hydraulic fluids are to be filled at operating levels and all filler caps are to be secured. (b) **Tires:** All tires shall be of the same original size, type and manufacturer (or similar quality manufacturer if the original manufacturer no longer produces tires of that type) as upon delivery to Lessee. On each unit, the tires shall have no missing or damaged parts or gouges. Also, all tires shall have a minimum of fifty percent (50%) remaining wear. Tires will not be re-treads. (c) **Mechanical Drive Train:** If so equipped, the transmission/hydrostatic drive systems including but not limited to differentials, final drives, will be in good condition and operate quietly without vibrations or leaks. (d) **Electric Drive Train:** If so equipped, the electric drive system including, but not limited to alternators, generators, control systems, motorized wheels, shall have at least fifty (50%) time/wear remaining before the next overhaul or replacement as recommended by the manufacturer and published in standard maintenance manuals. (e) **Undercarriage:** If so equipped, the undercarriage (including sprockets, links, idlers, bogies, carrier and track rollers, pins and bushings, track shoes/pads) shall have at least fifty percent (50%) time/wear remaining before the next overhaul or replacement as recommended by the manufacturer and published in standard maintenance manuals. (f) **Engine:** The engine must have been maintained in accordance with manufacturer's recommendations, including overhauling the engine as required. At the time of redelivery, the engine must have at least fifty percent (50%) time remaining before the next overhaul or replacement as recommended by the manufacturer and/or published in standard maintenance manuals. Determination of satisfaction of these specifications shall be made by subjecting the Engine to standard industry testing to include (but not limited to) testing of the crankcase, manifold pressure, oil analysis and blowby tests. All tests shall be performed by a manufacturer authorized service center (but not by the lessee.) (g) **Brakes:** The brakes shall have at least fifty percent (50%) time remaining before the next overhaul or replacement as recommended by the manufacturer and/or published in standard maintenance manuals. No drums or other braking components shall be damaged or cracked. (h) **Conveyors:** If so equipped, all conveyors shall be straight with in original manufacturer's specifications and tolerances. All belts and or drag chain assemblies shall be operable and shall have a minimum 50% wear life remaining. (i) **Screeds:** If so equipped, all screeds shall be fully operable including but not limited to heating systems, vibration systems and screed plates. Power assist systems shall be fully operational. Automatic grade and slope devices shall be operable. (j) **Booms:** If so equipped, all booms shall be straight and true within original manufacturers specifications and tolerances. All standard rigging including sheaves, pendants, fairleads necessary for industry standard lift crane and boom trucks shall be returned with each machine. (k) **Hydraulic Equipment:** All hydraulic pumps, cylinders and hoses must be fully operational at rated capacity with no leaks. (l) **Cutter Drums:** If so equipped, cutter drums shall be fully operational with a minimum of 50% wear life remaining on the drum shell, end rings, flighting, tooth holders, and cutting teeth. The planetary drive shall be full operational and without leakage or vibration. (m) **Cutter Chains:** If so equipped, cutter drums shall be fully operational with a minimum of 50% wear life remaining on the chain, tooth holders, and cutting teeth. (n) **Documents and Records:** Each such unit shall meet and conform to all applicable federal, state, and local health and safety laws and requirements, and, if applicable, have appropriate ANSI inspection certificates, permits and other certification necessary to operate the Equipment. Without limiting the foregoing, Lessee shall maintain and provide to Lessor written records of preventative maintenance and repairs, indicating date, and (hobbs) hour meter readings to show when such maintenance or repair work was performed. (o) **Redelivery:** Provide for transportation of the Equipment in a manner consistent with the manufacturer's recommendations and practices to any locations within the continental United States as Lessor shall direct; and shall have the Equipment unloaded at such locations. (p) **Storage:** Provide safe, secure storage for the Equipment for a period of up to (180) one hundred eighty days after expiration or early termination of Lease at location(s) satisfactory to Lessor.

(3) Inspections: (a) At your expense, at least ninety (90) days prior to, and not more than one hundred twenty (120) days prior to lease expiration, each item of Equipment must be inspected by a manufacturers authorized maintenance representative or other qualified maintenance provider (acceptable to us) to ensure the Equipment conforms to the return provisions outlined herein. (b) From ninety (90) days prior to the return of the Equipment, you must make the Equipment available to our agent during regular working hours so walk-around appraisals/inspections can be conducted. (c) The results of the testing and appraisal, with necessary reconditioning, documenting that the Equipment meets the return conditions required herein are to be provided to us sixty (60) days prior to the return of the Equipment.

**F. TAX BENEFIT AND TAX INDEMNIFICATION.** You agree that this Lease has been entered into on the assumption that we will be entitled to certain tax benefits available to the owner of the Equipment. You agree to indemnify us for the loss of any income tax benefits caused by your acts or omissions inconsistent with such assumption or the Lease. This indemnity continues beyond the expiration or other cancellation or termination of this Master Agreement and any Lease and may be enforced by, and is for the benefit of us and our successors, assigns, affiliates, beneficiaries and all of our and such affiliates', beneficiaries', successors' and assigns' respective directors, shareholders, officers, employees, agents, predecessors, attorneys-in-fact and lawyers.

**G. ANNUAL OPERATING HOURS.** You acknowledge that the Lease Payment has been calculated on the assumption that each unit of Equipment will be operated annually during the Term for the number of Annual Operating Hours listed above and that the condition of the Equipment upon return to us shall comply with such assumption. In the event that you do not exercise the FMV Purchase Option described below, should it be determined that the actual number of operating hours for any unit of Equipment (the "Total Operating Hours") exceeds the applicable "Total Permitted Operating Hours" (to be computed by dividing the Annual Operating Hours for such unit of Equipment by twelve and then multiplying such quotient by the number of months in the Term), you may, at our option, be required to pay upon demand for each such unit of Equipment, in addition to any other amounts due under this Lease: (i) an excess usage charge which shall be calculated by us by subtracting the Total Permitted Operating Hours from the Total Operating Hours (rounded down to the nearest hour) and multiplying such difference by the corresponding Excess Usage Hourly Charge which is calculated by multiplying 0.000025 times that part of the Total Cost attributable to such unit of Equipment (plus calculating any applicable taxes); plus (ii) any and all repair costs which are deemed necessary by us, in our sole reasonable discretion, which are related to such excess usage. In addition to the notice requirements otherwise provided in the Lease, you agree to promptly notify us of any malfunction of (as the case may be) the hobbs or hour meter.



**ALL TERMS AND CONDITIONS ON THIS SCHEDULE ARE BINDING UPON THE PARTIES HERETO.** To the extent of any conflict or inconsistency between this Schedule and the Master Agreement, this Schedule will prevail, but only with respect to the Lease created hereunder. This Schedule is not binding or effective with respect to the Master Agreement or, Equipment of Soft Costs until executed on behalf of us and you by authorized representatives.

**IN WITNESS WHEREOF,** Lessee and Lessor have caused this Schedule to be executed by their duly authorized representatives as of the date first above written.

<b>LESSOR:</b>	<b>HAMILTON EQUIPMENT COMPANY</b>	<b>LESSEE:</b>	<b>CITY OF SEWARD</b>
By:	_____	By:	<b>X</b> _____
Name:	_____	Name:	<b>X</b> _____
Title:	_____	Title:	<b>X</b> _____

**NOTICE OF ASSIGNMENT**

DATE: MARCH 9, 2015

TO: CITY OF SEWARD

RE: Assignment of Schedule No. 001 to Master Lease No. 9800865 (the Schedules and the Master Lease Agreement are hereinafter collectively referred to as the "Agreement")

Dear Customer,

Please be advised that we have sold and assigned to General Electric Credit Corporation of Tennessee ("GE") all of our right, title and interest in and to, but none of our obligations in and to: (1) the Agreement identified above; (2) all rights and remedies under the Agreement; (3) the equipment subject to the Agreement; and (4) all payments due and to become due under the Agreement.

We did not transfer any of our obligations under the Agreement to GE. All correspondence and questions regarding maintenance and performance of the equipment should be directed to us. Under the terms of the Agreement, you are required to remit Lease Payments and all other payments notwithstanding any complaint you may have against us for the maintenance, service, or supplies. Please remit all Lease Payments and all other payments due and to become due under the Agreement to GE at the address provided by GE. GE will invoice you each month for the Lease Payments due and payable under the Agreement.

Additionally, all notices required to be sent to the Lessor under the Agreement and any notices regarding your termination of the Agreement for non-appropriation or convenience should also be sent to GE at the address listed below.

Please acknowledge your receipt of this notification letter in the space provided below and return to GE at the following address:

General Electric Credit Corporation of Tennessee

300 E. John Carpenter Drive

Irving, TX 75062-2712

In the event you do not acknowledge and return this notification letter within ten (10) days of the date referenced above, GE will assume you have read and agree with the information contained herein and will remit to GE all payments due and to become due under the Agreement.

Sincerely,

HAMILTON EQUIPMENT COMPANY (Lessor)

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

Name and Title: \_\_\_\_\_

ACKNOWLEDGED THIS DAY,

CITY OF SEWARD (Lessee)

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

Name and Title: \_\_\_\_\_

# Certificate: Authorizing Resolutions, Incumbency, Appropriation and Essential Use

In connection with that Municipal Lease Agreement ("Lease") dated and effective as of 9800865-001 between HAMILTON EQUIPMENT COMPANY which, together with any successor or assignee (including General Electric Credit Corporation of Tennessee), is referred to as "Lessor" and CITY OF SEWARD a political subdivision organized and existing under the Constitution and laws of the State of NE which is referred to as "Lessee," the undersigned does hereby certify to Lessor as follows:

1. I am the duly appointed/elected (choose one) and acting Clerk/Secretary of the \_\_\_\_\_ (give name of agency, if any) ("Governing Body") of Lessee, and I have custody of the records of said Governing Body.

2. The resolutions attached hereto as Exhibit A and made a part hereof are a true and correct copy of the resolutions adopted and ratified by the Governing Body of Lessee according to its rules of procedure at its public meeting held on \_\_\_\_\_, and said resolutions have not been rescinded or modified and are still in full force and effect.

3. The individuals named below are the duly elected or appointed officers of Lessee holding the offices or positions set forth after their names, and that their signatures below are genuine:

Name	Title	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Lessee has an immediate need for and expects to make immediate use of all of the Equipment described in the Lease in the performance of its governmental and proprietary functions and such need is not expected to diminish during the term of the Lease. Specifically, the Equipment will be used as follows: \_\_\_\_\_.

5. All payments due by Lessee under the Lease for the current fiscal year are within the fiscal year budget for the fiscal year ending \_\_\_\_\_, and are included within an unrestricted and unencumbered appropriation currently available for the lease/purchase of the Equipment.

6. The Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of its authority.

7. There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or government body that challenges the organization or existence of Lessee, the authority of its officers, the authorization, approval and/or execution of the Documents (as defined in the Lease), the appropriation of funds in connection therewith for the current fiscal year, or the ability of the Lessee to perform its obligations under the Lease and the transactions contemplated thereby.

[SEAL]

\_\_\_\_\_, L.S.  
(Name of Secretary)

# RESOLUTION

WHEREAS, CITY OF SEWARD (the "Lessee") is a validly existing political subdivision of the State of NE (the "State"), existing as such under and by virtue of the Constitution, statutes and laws of the State;

WHEREAS, the \_\_\_\_\_ of the Lessee (the "Governing Body") has the power under the laws of the State to lease or purchase personal property for use by the Lessee; and the Governing Body has determined, and hereby determines, that it is in the best interests of the Lessee to enter into a Municipal Lease Agreement with HAMILTON EQUIPMENT COMPANY ("Lessor") which lease will be assigned to General Electric Credit Corporation of Tennessee ("Assignee") pursuant to an assignment by Lessor to Assignee (such Municipal Lease Agreement and Assignment are herein together referred to as the "Lease") for the purpose of financing the acquisition of the equipment (the "Equipment") described in Exhibit A to the Lease, and that the use of such Equipment is essential to the Lessee's proper, efficient and economic operation;

WHEREAS, the Governing Body has taken the necessary and appropriate steps under applicable law, including, without limitation, any public bidding requirements, to arrange for the acquisition and financing of the Equipment under the Lease;

WHEREAS, the Lease terminates, and the Lessee's obligations thereunder are extinguished, if the Governing Body fails to appropriate money for the ensuring fiscal year for the payment of the amounts due in such fiscal year;

WHEREAS, there has been presented to the Governing Body the form of the Lease, including Exhibit A thereto, which the Lessee proposes to approve, enter into and deliver, as applicable, to effectuate the proposed financing of the Equipment; and it appears that the Lease and its Exhibit A are in appropriate form and are appropriate instruments for the purposes intended.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY AS FOLLOWS:

Section 1. That all actions of the Lessee in effectuating the Lease are hereby approved, ratified and authorized pursuant to and in accordance with the transactions contemplated by the Lease.

Section 2. That sums be and hereby are allocated from the budget of the Governing Body for the fiscal year ending on \_\_\_\_\_, sufficient to meet all obligations of the Lessee under the Lease, including without limitation Monthly Rent in the amount of \$\_\_\_\_\_ per month.

Section 3. The Governing Body hereby approves the acquisition by the Lessee of the Equipment described in Exhibit A to the Lease, such acquisition to be financed by Lessor/Assignee pursuant to and in accordance with the terms of the Lease, which will be a valid, legal and binding obligation of the Lessee enforceable in accordance with its terms. The form and content of the Lease are in all respects authorized, approved and confirmed and the \_\_\_\_\_ of the Lessee, or his designee is authorized, empowered and directed to execute and deliver the Lease and the other Documents (as defined in the Lease) for and on behalf of the Lessee in substantially the form attached hereto, but with such changes, modifications, additions or deletions therein as shall to him seem necessary, desirable or appropriate.

BE IT FURTHER RESOLVED THAT this Resolution take effect from and after its passage.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

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

Attachment

**STATE AND LOCAL GOVERNMENT ADDENDUM - GENERAL**  
*(Commercial Pricing)*

**THIS ADDENDUM**, entered into by and between CITY OF SEWARD, as lessee and/or customer (“**Lessee**”) and HAMILTON EQUIPMENT COMPANY, as the lessor, equipment owner, and/or the provider of financial services to Lessee (“**Lessor/Owner**”), amends and modifies Equipment Schedule No. 001 dated MARCH 9, 2015 to Master Lease Agreement No. 9800865 (the **Agreement**).

**BACKGROUND**

- A. By the above-referenced Agreement, Lessor/Owner has agreed to extend financing to Lessee upon and subject to the terms and conditions set forth in the Agreement.
- B. Lessor/Owner and Lessee desire to amend the terms and conditions of the Agreement, upon and subject to the terms and conditions of this Addendum.
- C. All capitalized terms not otherwise defined herein will have the meanings set forth in the Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound agree as follows with respect to the Agreement and the transaction evidenced thereby:

**1. EFFECT OF ADDENDUM.** To the extent of any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum will prevail and control. All terms and conditions of the Agreement not modified by this Addendum shall remain in full force and effect and are hereby ratified by the parties.

**2. GOVERNING LAW AND JURISDICTION. THE AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CUSTOMER’S LOCATION, AND THE PARTIES AGREE TO THE NON-EXCLUSIVE JURISDICTION AND VENUE OF THE STATE AND FEDERAL COURTS IN SUCH STATE.**

**3. NON-APPROPRIATION OF FUNDS.** Notwithstanding any provisions of the Agreement, Lessee’s obligation to pay all amounts due under the Agreement, including but not limited to the Lease Payments, is contingent upon the approval of appropriation of funds by its governing body. Lessee intends to remit all Lease Payments and other sums when due and payable to Lessor/Owner for the full Term of the Agreement, if funds are legally available. In the event, despite Lessee’s good faith efforts and exhaustion of all administrative appeals, (i) Lessee is not granted an appropriation of funds at any time during the Term of the Agreement for the Equipment or for other functionally similar equipment to the Equipment, and (ii) operating funds are not otherwise available to Lessee to pay its obligations under the Agreement, and (iii) there is no other legal procedure or available funds by or with which payment can be made to Lessor/Owner, and (iv) the non-appropriation did not result from an act or omission by Lessee, then Lessee shall have the right to terminate the Agreement as of the last day of the fiscal period for which appropriations were received (“**Termination Date**”). At least thirty (30) days prior to the Termination Date, Lessee’s chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the following fiscal period, (b) such non- appropriation did not result from any act or failure to act by Lessee, and (c) Lessee has exhausted all funds legally available for the payments due under the Agreement. Such termination shall be without penalty or expense to Lessee, except that Lessee shall remain obligated to pay any payments or sums due under the Agreement for which funds shall have been appropriated and budgeted, and Lessee shall return the Equipment to Lessor/Owner on or prior to the Termination Date in accordance with the Equipment return provisions of the Agreement. If Lessee terminates the Agreement because of non-appropriation of funds, Lessee may not purchase, lease, or rent equipment performing functions similar to those performed by the Equipment for a period of twelve (12) months from the Termination Date. This paragraph shall not permit Lessee to terminate the Agreement in order to acquire any other equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.

**4. OWNERSHIP; TAXES.** Lessee hereby acknowledges and agrees that Lessor/Owner will be the legal owner of the Equipment throughout the term of the Agreement, and may be assessed personal property taxes, notwithstanding the fact that Lessee may be exempt from the payment of such taxes. Consequently, Lessee hereby agrees to either, at the option of Lessor/Owner: (a) reimburse Lessor/Owner annually for all personal property taxes which Lessor/Owner may be required to pay as the owner of the Equipment, or (b) remit to Lessor/Owner each month Lessor/Owner’s estimate of the monthly equivalent of the annual personal property taxes to be assessed against the owner of the Equipment.

**5. SPECIAL REPRESENTATIONS AND WARRANTIES OF CUSTOMER.** Lessee hereby represents and warrants to Lessor/Owner that as of the date of this Agreement, and throughout the Term thereof: (a) Lessee is the entity indicated in the Agreement; (b) Lessee is duly organized and existing under the Constitution and laws of the State in which it is located; (c) Lessee is authorized to enter into and carry out its obligations under the Agreement, any documents relative to the acquisition of the Equipment and any other documents required to be delivered in connection with the Agreement (collectively, the “**Documents**”); (d) the Documents have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules, ordinances, and regulations, and person(s) signing the Documents have the authority to do so, are acting with the full authorization of Lessee’s governing body, and hold the offices indicated below their signatures, each of which are genuine, and the Documents constitute the valid, legal, binding agreements of Lessee, enforceable in accordance with their terms, (e) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of its authority and shall be used during the Term of the Agreement only to perform such function; (f) Lessee intends to use the Equipment for the entire Term and shall take all necessary action to include in its annual budget any funds required to fulfill its obligations for each fiscal year during the Term; (g) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with the Agreement and the Equipment; (h) Lessee’s obligation to remit all amounts due and payable under the Agreement constitutes a current expense and not a debt under applicable state law, no provision of the Agreement constitutes a pledge of Lessee’s tax or general revenues, and any provision which is so construed by a court of competent jurisdiction is void from the inception of the Agreement; (i) all amounts due and to become due during Lessee’s current fiscal year are within the fiscal budget of such year, and are included within an unrestricted and unencumbered appropriation currently available for the use of the Equipment; (j) all financial information Lessee has provided to Lessor/Owner is true and accurate and provides a good representation of Lessee’s financial condition; (k) no event of non-appropriation, as described herein, has occurred and it is not presently known that any such event will occur under any lease or other contract by which Lessee is bound; and (l) if requested by Lessor/Owner, Lessee will execute and deliver to Lessor/Owner in connection with the Agreement, a certificate of resolution and incumbency and/or an opinion of counsel in form and substance satisfactory to Lessor/Owner.

**6. LIMITATIONS.** The parties intend that the collection of any damages, the exercise of any remedy, the enforceability of any indemnity, and any requirements of Lessee relative to non-appropriation set forth in the Agreement or in this Addendum are subject to any limitations imposed by applicable law.

**7. EFFECTIVENESS OF ADDENDUM.** This Addendum is incorporated into and made a part of the Agreement, effective as of the same day as the Agreement. This Addendum and the Agreement together constitute the entire agreement of the parties with respect to the subject matter hereof and thereof. All terms and conditions of the Agreement not expressly modified hereby remain in full force and are hereby ratified by the parties.

**IN WITNESS WHEREOF**, the duly authorized representatives of the parties have executed this Addendum effective as of the effective date set forth above.

HAMILTON EQUIPMENT COMPANY  
**Lessor/Owner**

CITY OF SEWARD  
**Lessee**

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_



## INSURANCE INFORMATION

Master Lease Agreement or Master Loan and Security Agreement No. 9800865  
Equipment Schedule No. 9800865-001

Date: March 9, 2015

Lessor/Lendor:	HAMILTON EQUIPMENT COMPANY	Lessee/Borrower:	CITY OF SEWARD
Address:	8801 HIGHWAY 6	Street Address:	537 MAIN STREET
City/State/Zip:	LINCOLN, NE 68507	City/State/Zip:	SEWARD, NE 68434

### **THIS FORM MUST BE COMPLETED BY THE LESSEE/BORROWER**

DIRECTIONS: **PLEASE COMPLETE THE FOLLOWING AND RETURN WITH SIGNED AGREEMENT. Send a copy of this to your Insurance Provider.**

1. PROPERTY INSURANCE CARRIER INFORMATION.

Agency Name: \_\_\_\_\_  
Agent: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_

2. LIABILITY INSURANCE CARRIER INFORMATION.

Agency Name: \_\_\_\_\_  
Agent: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_

**IMPORTANT:** Under the terms and conditions of your Agreement, you are required to carry adequate insurance coverage on the leased/financed equipment. Make sure that your agent understands that you are financing or leasing the equipment and that your policy conforms with the following:

- ☐ Property or physical damage coverage for the replacement cost value of the equipment or the stipulated casualty value, whichever is higher. Maximum Deductible: \$10,000
- ☐ General Liability Coverage: Amounts of – \$500,000 per Individual Occurrence/Combined Single Liability Limit for Property Damage
- ☐ Additional Insured/Loss Payee Endorsement naming "GENERAL ELECTRIC CREDIT CORPORATION OF TENNESSEE, AND ITS SUCCESSORS OR ASSIGNS". "Claims-Made Policies" are NOT acceptable.
- ☐ All Equipment leased or financed under the above referenced Master Lease Agreement and Equipment Schedules entered into thereunder including all accessories, accessions, replacements, additions, substitutions, add-ons and upgrades thereto, and any proceeds therefrom.

Insurance Inquires should be made to Customer Service at 866-940-3303. **Please send an ACORD FORM 25, an ACORD FORM 27 or ACORD FORM 28 (as applicable) evidencing adequate insurance coverage to:**

**GENERAL ELECTRIC CREDIT CORPORATION OF TENNESSEE**

**Attention: Contracts Department**

**PO Box 35702**

**Billings, MT 59107**

GECC C&I MLA  
2.0T 8/2014  
9800865-001  
Manual 3-1266079652



## DELIVERY & ACCEPTANCE CERTIFICATE

Master Lease Agreement No. 9800865  
Equipment Schedule No. 9800865-001

**Lessor:** HAMILTON EQUIPMENT COMPANY  
**Address:** 8801 HIGHWAY 6  
**City/State/Zip:** LINCOLN, NE 68507

**Lessee:** CITY OF SEWARD  
**Street Address:** 537 MAIN STREET  
**City/State/Zip:** SEWARD, NE 68434

"**Master Agreement**" means the above referenced Master Lease Agreement. "**Schedule**" means the above referenced Equipment Schedule. The terms and conditions of the Master Agreement are incorporated into each Schedule, and together, each Schedule and the Master Agreement as it relates to such Schedule, constitute a lease ("**Lease**"). "**Equipment**" means the equipment and other property described on the applicable Schedule, as well as any purchase orders, attachments, accessories, accessions, replacements, replacement parts, substitutions, additions, upgrades, exchanges and repairs to the equipment and other property. "**Lessor**" means GENERAL ELECTRIC CREDIT CORPORATION OF TENNESSEE and its successor and assigns, and is also referred to as "**we**", "**us**" and "**our**." "**Lessee**" means the above referenced entity or sole proprietorship and is also referred to as "**you**" and "**your**." Capitalized terms used but not defined herein shall have the meanings given to them in the Lease.

Pursuant to the provisions of the Schedule identified above, you hereby certify and warrant to us that: (a) all Equipment listed below has been delivered and installed (if applicable) on the date set forth below; (b) you have inspected the Equipment, and all such testing as you deem necessary has been performed by you or the Supplier or the Manufacturer of the Equipment; and (c) you irrevocably accept the Equipment for all purposes of the Lease.

You further certify that as of the date hereof: (i) you are not in default under the Lease; and (ii) the representations and warranties made by you pursuant to or under the Lease are true and correct.

### DESCRIPTION OF EQUIPMENT

All equipment, software and other property more fully described below or in Exhibit A attached hereto and made a part hereof:

Qty	Make	Model	Year	Equipment Type	Serial Number	Equipment Address
1	BOBCAT	S750	2015	SKID STEER LOADERS	ATDZ14710	537 MAIN STREET, SEWARD, NE 68434
1	BOBCAT	SGX60	2015	STUMP GRINDER	A00701656	537 MAIN STREET, SEWARD, NE 68434
1	BOBCAT	80" HF	2015	BRUSHCAT ROTARY CUTTER	B37700513	537 MAIN STREET, SEWARD, NE 68434

Term (No. of Months): 36

**LESSEE: CITY OF SEWARD**

By: **X** \_\_\_\_\_

Name: **X** \_\_\_\_\_

Title: **X** \_\_\_\_\_

Date:\* **X** \_\_\_\_\_

\*Date upon which the Equipment was delivered, installed and accepted by Lessee.



**BILLING INFORMATION**

Master Lease Agreement or Master Loan and Security Agreement No. 9800865  
Equipment Schedule No. 9800865-001

Lessor/Lendor: HAMILTON EQUIPMENT COMPANY  
Address: 8801 HIGHWAY 6  
City/State/Zip: LINCOLN, NE 68507

Lessee/Borrower: CITY OF SEWARD  
Street Address: 537 MAIN STREET  
City/State/Zip: SEWARD, NE 68434

**ALTHOUGH THIS FORM IS NOT REQUIRED, FAILURE TO COMPLETE THIS FORM IN FULL MAY LEAD TO A DELAY  
IN PROCESSING YOUR ACCOUNT AND MAY LEAD TO BILLING COMPLICATIONS**

**DIRECTIONS:** Complete the following information and return it with your signed Agreement. Please be sure to fill in all items; mark "N/A" as appropriate.  
**FAILURE TO COMPLETE THIS FORM IN FULL MAY LEAD TO A DELAY IN PROCESSING YOUR ACCOUNT AND MAY LEAD TO BILLING COMPLICATIONS.**

1. BILLING INFORMATION.

Customer Name: CITY OF SEWARD  
Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Contact Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Federal Tax ID # XX-XXX6355

2. WHERE WOULD YOU LIKE YOUR INVOICE SENT?

Street/Post Office Box Address: 537 MAIN STREET  
City, State, and Zip Code: SEWARD, NE 68434  
Attention: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Department: \_\_\_\_\_

3. WHAT INFORMATION WOULD YOU LIKE ON YOUR INVOICE?

Equipment Serial Number, Model Number and Description on all assets ( ) on first asset only ( )  
Equipment Location on all assets ( ) on first asset only ( )

4. REQUIRED "COMPANY PURCHASE ORDER NUMBER"? IF "YES", PLEASE SUPPLY THE FOLLOWING INFORMATION:

Purchase Order  
Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
Contact: \_\_\_\_\_ Phone Number: \_\_\_\_\_

5. Please provide us with a copy of your Tax Exempt Certificate (if applicable).

6. MyAccounts provides you with 24/7 online access to certain account information including invoices, contract copy, and electronic payment options. For your convenience, we will take care of the pre-registration process. Please watch for an e-mail with registration instructions. Existing customers can call 1-800-937-1408 for us to complete pre-registration on the phone.

**PLEASE MAKE YOUR PURCHASE ORDERS OUT TO GENERAL ELECTRIC CREDIT CORPORATION OF TENNESSEE for your lease payment to ensure timely processing of your invoices.**

Your invoice will be mailed approximately 30 days in advance of your payment due date.

**Please return documents and this form to:**

**GENERAL ELECTRIC CREDIT CORPORATION OF TENNESSEE**  
300 E. JOHN CARPENTER FREEWAY  
IRVING, TX 75062-2712  
FAX: 888-810-4101  
EMAIL: capitalbobcatdocuments@ge.com

# **City of Seward, NE**

**Tuesday, March 17, 2015**

**Regular Session**

## **Item G9**

### **CONSIDERATION OF A RESOLUTION FILING A PROPERTY LIEN FOR UNPAID WATER AND WASTEWATER SERVICES - Bonnie Otte**

**Administrative Report: Section 16-682 of the Nebraska Revised Statutes authorizes Cities of the First Class to place a lien upon the premises of real estate upon which water and sewer bills remain unpaid for a period of three (3) months after they become due.**

**In addition to billing notices, two letters were sent to the property owners (December 2014 and March 2015) indicating that a lien would be filed against the property if the bill was not paid.**

**The billing is from August 15, 2014 in the amount of 51.44, plus the authorized \$50 processing fee.**

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

**Staff Contact:**

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

RESOLUTION NO.

WHEREAS, the water and sewer bill for the residence located at 1140 South Street in the City of Seward, Nebraska owned by Brock Shaw and Esther Shaw, husband and wife, as joint tenants and not as tenants in common, has remained unpaid for a period of three (3) months after it became due; and

WHEREAS, Section 16-682 of the Nebraska Revised Statutes authorized Cities of the First Class to place a lien upon the premises or real estate upon which water and sewer bills remain unpaid for a period of three (3) months after they become due;

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

The delinquent water and sewer bill in the amount of \$101.44 for the residence located at 1140 South Street, or

Tract No. 1: Lots 7 and 8, including Tax Lot 13, in Block 44, Harris Moffitt and Roberts Addition, City of Seward, Seward County, Nebraska EXCEPT that portion Deeded to the City of Seward, Nebraska and State of Nebraska by Warranty Deed filed March 20, 1933 in Book 44, Page 578 and to the State of Nebraska by Warranty Deed filed February 23, 1966 in Book 72, Page 231 in the office of the Register of Deeds in Seward County, Nebraska; and

Tract No. 2: A tract of land located in Lots 9, 10 and 11, Block 44, North of Highway 34, in Harris, Moffitt and Roberts Addition to the City of Seward, Seward County, Nebraska, described as follows: Beginning at the Northwest corner of Lot 9 in said Block 44; thence Easterly on the North line of Lots 9, 10 and 11, said Block 44, a distance of 118.0 feet; thence Southwesterly a distance of 141.0 feet

to a point on the West line of said Lot 9; thence Northerly on said West line a distance of 75.8 feet to the Point of Beginning,

be assessed as a lien against said premises and the City Clerk is directed to certify said special assessment to the County Clerk of Seward County.

The Mayor declared the resolution adopted.

Dated: March 17, 2015

THE CITY OF SEWARD, NEBRASKA

ATTEST:

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

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

(SEAL)

**City of Seward, NE**  
**Tuesday, March 17, 2015**  
**Regular Session**

**Item G10**

**CAPITAL PROJECTS UPDATE - John Hughes**

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

**Staff Contact:**

## **City Project Report 03/17/2015**

1. Administration –
  - a) Review of Code Codification RFP submittals
  - c) City Administrator application review process
2. CIP Projects –
  - a) Delivery of leased new Bobcat and attachments for Street Dept.
  - b) Lease of Mini Excavator for Cemetery
3. Building & Planning Department –
  - a) Airport Overlay District finished and set for Planning Commission & Council
  - b) Updating Unified Land Development Ordinance
4. Street Department –
  - a) Storm spotter training
  - b) Working grant for new cardboard baler for recycle
5. Electric Department –
  - a) Installed Electric car Charging Station Band Shell
  - b) Set poles and new line for Hughes Brothers
6. Water Department –
  - a) Well repairs in progress
  - b) Twin Oaks 5<sup>th</sup> Sewer set to start
7. Police Dept.
  - a) Set up 3 new computers

**City of Seward, NE**  
**Tuesday, March 17, 2015**  
**Regular Session**

**Item G11**

**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, March 17, 2015**  
**Regular Session**

**Item G12**

**ANNOUNCEMENT OF UPCOMING EVENTS - Mayor  
Eickmeier**

*2015 Arbor Day Celebration - Independence Landing - Thursday, April 23, 2015 at 1:00 p.m.*

*July 4th Celebration*

**Staff Contact:**



**City of Seward, NE**  
**Tuesday, March 17, 2015**  
**Regular Session**

**Item G13**

**MOTION TO ADJOURN**

**Staff Contact:**