

# **AGENDA**

## **SEWARD CITY COUNCIL MEETING**

### **Tuesday, June 16, 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, June 16, 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 JUNE 2, 2015 - Bonnie Otte**

**2. CONSIDERATION OF CONSENT AGENDA**

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

**3. CONFIRMATION OF MAYOR'S APPOINTMENTS - Mayor Eickmeier**

- A. Citizen Advisory Review Committee - 3 Yr Term - Reappoint Justin Hartman,

- Resignation Byron Winter  
B. Cemetery Board - 3-Yr Term - Reappoint Roger Glawatz & Greg Zabka

4. **PUBLIC HEARING - 7:00 P.M. - CONSIDERATION OF TIF APPLICATION OF TWO CREEKS HOLDING - TIF Attorney, Andrew Willis**
  - A. Presentation and Review of TIF Application
  - B. Presentation and Review of Cost-Benefit Analysis
  - C. Presentation and Review of Amendment to Redevelopment Plan
  - D. Presentation and Review of Redevelopment Agreement
  - E. Consideration of Resolution approving the Redevelopment Plan Amendment
  - F. Consideration of a Resolution Approving the Redevelopment Agreement and the Issuance of TIF Indebtedness for the Redevelopment Project
5. **PUBLIC HEARING - 7:00 P.M. - PRELIMINARY AND FINAL PLAT - CNG FIRST ADDITION FINAL PLAT - John Hughes**
  - A. Consideration of an Ordinance approving the final plat for CNG First Addition
6. **CONSIDERATION OF A PLAN FOR STORM WATER RUNOFF AND SANITARY SEWER IMPROVEMENTS FOR ST. JOHN'S NEW DAYCARE CENTER TO BE LOCATED AT HILLCREST DR AND COLUMBIA AVE - John Hughes**
  - A. Consideration of financial participation in the relocation of sanitary sewer line and improvements
  - B. Consideration of financial participation in the relocation storm sewer and consideration of constructing a new storm sewer line
7. **CONSIDERATION OF A DEVELOPER'S AGREEMENT WITH BLUESTEM ENERGY SOLUTIONS ON RENEWABLE ENERGY OPTIONS- Adam Herink**
8. **CONSIDERATION OF AMENDED LEASE AGREEMENT WITH ALLTEL COMMUNICATION OF NEBRASKA, INC d/b/a VERIZON WIRELESS FOR PLACEMENT OF EQUIPMENT ON THE CITY'S WATER TOWER - Joe Coyle & John Hughes**
9. **CONSIDERATION OF A LEASE AGREEMENT WITH HAMILTON EQUIPMENT FOR EXCAVATOR - John Hughes**
  - A. Consideration of a Resolution authorizing the Mayor to execute all documents related to the lease agreement.
10. **CONSIDERATION OF DIGESTER STORAGE TANK EMERGENCY REPAIRS - Possible bid award (Tim Richtig)**
11. **CONSIDERATION OF REQUEST TO UPGRADE CROSSWALK SIGNAGE & RELOCATION OF CROSSWALK ON N COLUMBIA AVE (Mel Aldrich)**
12. **CAPITAL PROJECTS UPDATE - John Hughes**
13. **FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE ACTION - Mayor Eickmeier**
14. **ANNOUNCEMENT OF UPCOMING EVENTS - Mayor Eickmeier**
  - A. July 4th Celebration

**15. CONSIDERATION OF CITY ADMINISTRATOR**

- A. Appointment
- B. Contract (Employment Agreement)

**16. 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 12th day of June, 2015.

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

# **City of Seward, NE**

**Tuesday, June 16, 2015**

**Regular Session**

## **Item G1**

### **CONSIDERATION OF APPROVAL OF DRAFT MINUTES OF JUNE 2, 2015 - Bonnie Otte**

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

**Staff Contact:**



June 2, 2015

The Seward City Council met at 7:00 p.m. on Tuesday, June 2, 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: Attorney Patti Vannoy, in absence of City Attorney Kelly Hoffschneider. Absent: Interim City Administrator Jack Vavra.

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

#### THE PLEDGE OF ALLEGIANCE

Mayor Eickmeier announced that a copy of the Agenda for this meeting is posted 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 MAY 19, 2015 COUNCIL MEETING

Councilmember Pike moved, seconded by Councilmember Singleton, that the minutes of the May 19, 2015 City Council meeting be approved.

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

Nay: None

Absent: None. Motion carried.

#### 2. CONSENT AGENDA CONSIDERATION ITEMS

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

- A. Claims & Payables Reports
- B. Seward County Economic Development Corporation Director's Report
- C. Infrastructure Cost Items Reimbursable Back to the City.

CLAIMS LIST

6-2-15

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; GU, Grounds Upkeep.

June 2, 2015

Payroll	181,808.48
Nebraska Mosquito & Vector Control Assoc, Trng	70.00
Card Maker Magazine, Su	39.97
Eric Ahrens, Ex	50.00
Aqua-Chem, Su, Bu	882.31
Alan Baldwin, Meals, Trng, Mi	433.80
Black Hills Energy, Ut	3,452.52
Blackburn Mfg, Re	209.22
WS Bunch Co, Re	3,360.00
Capital Business Systems, Ma	330.55
Carroll Dist/Const Supply, Re, Su	192.51
Chase Card	4,544.78
FirstAidWeb, Trng	59.85
Amazon.com, Eq, Su	460.09
Holiday Inn Express, Trng	83.00
Walmart, Su	419.33
Cellar Bar & Grill, Meal	12.40
Home Depot, Eq	394.83
Lowe's, Su	297.88
American Legion Natl, Fees	915.00
Swimoutlet.com, Swimwear	1,832.40
Zoomshift, Se	70.00
Seward Buildings & Grounds	2,000.00
Seward Electric Fund, Ut	34,241.69
ME Collins Contracting, Re, Ci	77,508.66
Conner Roofing Co, Bu	175.00
Control Services,	1,860.09
Danko Emergency Eq, Re	257.47
Dean Davis, Ex	110.00
Dutton-Lainson, Su	69,625.86
EMC Ins, Ins	3,000.00
Ehlers Electronics, Re	118.00
Emergency Medical Products, Su	270.00
Fastenal, Su	205.71
Fehlhafer's, Re	50.00
Jeremy Geidel, Ex	110.00
General Code, Se	2,570.40
Cheryl Gerdes, Re	91.45
Gerhold Concrete, Re, Su	1,838.56
Gongol DJ & Assoc, Re	245.00
Antonio Gonzalez, Ex	105.00
Great Plains Comm, Se	368.00
James Hall, Ex	45.00
Hireright Solutions, Se	102.45
Hobson Automotive & Tire, Re	662.45
Husker Electric Supply, Re, Su	908.76
Hydraulic Equipment Service, Re	2,432.59
JEO Consulting Group, Se	2,780.00
Jackson Services, Se	115.27
Joseph Krause, Ex	25.00
Kriz-Davis, Re, Se, Su	4,656.43
Latsch's, Su	206.97
Lothrop Farms, Gu	940.00
MC2, Re	209.96
Matheson Tri-Gas, Su	241.10
Dan McElravy, Ex	450.00
Memorial Health-Drug, Ex	167.00
Memorial Health-Meals, Su	2,353.82

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Menards, Bu, Su	30.57
Brett Meyer, Ex	120.00
Brian Meyer, Ex	50.00
Mid-American Benefits, Ins	906.87
Midland Scientific, Su	72.03
Midwest Turf & Irrigation, Re	693.96
Mohrhoff Power, Su	112.75
Municipal Supply, Re	1,137.55
Nebraska Equipment, Re, Su	277.43
Nebraska Public Health, Se	274.00
Nebraska Law Enforcement, Trng	95.00
Nebraska Roads Dept, Ma, Re	50,029.39
Northern Safety Co, Re	204.95
O'Reilly Auto Parts, Re	185.28
Olsson Associates, Se	1,136.87
Orscheln Farm & Home, Bu, Su, Eq	368.72
Brian Peters, Mi	133.40
Plunkett's Pest Control, Bu	55.12
Precision Concrete Cutting, Re	180.00
Precision Tool & Machine, Su, Re	113.70
Quill Corp, Su	834.11
Monte Reeves, Refnd	70.00
Joseph Reimers, Ex	120.00
Resco Electric Utility Supply, Re	1,040.00
Rose Equipment, Re, Su	475.77
Sam's Club, Su, Bu	151.51
Sam's Club, Su	145.49
Bill Sleight, Refnd	60.00
Karen Snavelly, Refnd	60.00
Sports Express, Su	2,160.05
Suhr & Lichty Ins, Ins	769.00
Supplyworks, Su	1,555.15
Terracon, Gu	307.00
Tiiger, Equip	2,607.97
Time Warner Cable, Se	79.38
Union Bank & Trust Co, Int	7,862.40
Jack Vavra, Se	4,913.86
Wesco Distribution, Su, Equip	437.63
Brandon Wood, Ex	25.00
Total	<u>486,273.74</u>

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

Nay: None

Absent: None. Motion carried.

### 3. PRESENTATION BY AYARS & AYARS, INC ON POSSIBLE RAIL SITE PROJECT

Mike Ayars and Cory Barber of Ayars & Ayars, Inc. presented a Master Plan concept for development of the Seward/Lincoln Rail Campus site. The project calls for a commercial industrial plant that manufactures piping to be used in the oil industry. The site provides for the necessary train rail to bring in the raw steel and to ship out the piping. The product would be shipped to North Dakota, Wyoming, Pennsylvania, and Texas. Mr. Ayars stated the project has been in process for over four years. He stated the project would include a total capital investment of \$100,000,000 plus; employ 150 people; have an annual anticipated payroll of \$6,240,000; building investment of \$45,000,000 for an 868,000 s.f. building; equipment investment of \$30,000,000; and annual rail car usage of 1500 cars. He stated items to address to move the project forward are access to natural gas,

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electricity (7,000 Kw load), water/sewer, land acquisition, railroad development and access roads. Mr. Ayars stated there is a lot of work to be done with a lot of different entities and utilities; however, if all falls into place, the timeline is groundbreaking in September 2015 with an opening date of May 2017. Mr. Ayars stated the project team and investors are very interested and excited about this site. He stated that as the project moves forward and conversations continue, they will be back before the City Council as needed for updates and/or action.

There were brief discussions regarding use of the rail site land that is not needed for the project, emissions, water needs and disposal, environmental impacts, auto and train traffic. No action was required or taken.

#### 4. CONSIDERATION OF SPECIAL DESIGNATED LIQUOR PERMIT FOR RO'S LOUNGE

Councilmember Singleton moved, seconded by Councilmember Pike, that the Special Designated Liquor Permit submitted by RO's Lounge, Seward, Nebraska for a Beer Garden to be held June 30, 2015 through July 5, 2015, at 719 Main Street, Seward, be approved.

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

Nay: None.

Absent: None. Motion carried.

#### 5. CONSIDERATION OF AWARDING BID FOR THE 14<sup>TH</sup> STREET SUBSTATION CONSTRUCTION CONTRACT TO IES COMMERCIAL, INC IN THE AMOUNT OF \$475,076

Councilmember Beck moved, seconded by Councilmember Singleton, that the bid for the 14<sup>th</sup> Street substation construction contract be awarded to IES Commercial, Inc in the amount of \$475,076.

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

Nay: None.

Absent: None. Motion carried.

#### 6. CONSIDERATION OF A PLAN FOR STORM WATER RUNOFF AND SANITARY SEWER IMPROVEMENTS FOR ST. JOHN'S NEW DAYCARE CENTER TO BE LOCATED AT HILLCREST DR. AND COLUMBIA AVE.

- A. Consideration of financial participation in the relocation of sanitary sewer line and improvements.
- B. Consideration of financial participation in the relocation of storm sewer and consideration of constructing a new storm sewer line.

Jim Berg, Rega Engineering Group, Inc. addressed the Council as spokesperson for the St. John's Lutheran Church. He stated the Church is in the process of building a new Child Development Center at the intersection of Columbia Avenue and Hillcrest Drive. Mr. Berg reviewed several items involving the project that impacts the sanitary and storm sewer systems in the immediate building site.

Mr. Berg stated the first issue is the relocating the existing sanitary sewer that cuts across the property where the new center will be built. The new line will be an upgraded 8" PVC line. He stated this portion of the project has already been bid out and the contractor is on site ready to do the work. He said the cost to relocate the line is \$104,754 and requested the City consider paying for 50% of the cost, due to the community benefit for the City to relocate the line while other work is being done in the area. The City's cost would be \$52,377.

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He stated the Church is also proposing the sanitary sewer lines that run along the west side of the project to the north and south could also be replaced as they are clay tile and it would be beneficial to the City to redo this line now.

Mr. Berg went on to address another utility issue. He stated the current size of the existing 30-inch reinforced concrete storm drain that cuts across the property from the northeast to the southwest is undersized (based on their Civil Engineer review) and will not handle a 5-year storm event, which does not meet design standards. He stated the Church is proposing the City upsize the line to a 48" line reinforced concrete pipe. Installing the new larger storm sewer now will prevent digging up the existing 30-inch storm sewer and installing the larger size under the proposed parking lot (located to the south of the new center), in the future. The Church is willing to provide the required easements to construct and maintain the City-owned storm sewer and is offering to delay constructing the parking lot to align with the City's funding cycle.

Mr. Berg also commented that their Civil Engineer provided some calculations with regard to the storm drainage issues and understand the City is looking into a long-term solution. He said in the interim, the Church is offering to donate a parcel of land to the east of the proposed Center site to be used as a detention cell. The City would have ownership and maintenance of this property and would provide the construction of the detention cell.

Mr. Berg provided a breakout of estimated costs:

Church to pay 50%:

Relocate existing 8' sanitary sewer line	\$104,754
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City to pay 100%:

New 8" Sanitary Sewer (West-South Section)	51,990
New 8" Sanitary Sewer (West-North Section)	46,290
New 48" Storm Sewer (Remove Existing 30")	201,900
New 48" Storm Sewer (Abandon Existing)	119,950
Construct and maintain detention cell	Cost unknown

Mayor Eickmeier stated that he did not believe any of these projects were in the current budget or capital improvement plan and it may be difficult to assume the costs in the current budget year. He stated the Council can choose to contribute to the project(s); however, it is typical to identify such utility improvements in the capital plan. Whether the proposed improvements are beneficial to the City would likely be a philosophical debate.

Water/Wastewater Director Tim Richtig addressed the Council and stated the 8" sanitary sewer line does have to be relocated in order to construct the new center, but does not feel it benefits the City to move the line. He said he does not know the condition of the north and south sanitary sewer lines, which would have to be inspected to determine if they should be replaced. He stated there are a lot of clay lines in the City that are in good shape and continue to service the City's utility needs. He stated he has concerns with accepting the property for the proposed detention cell without knowing the acreage and capacity, plus there are a lot of utilities in the area and doesn't know what is under the ground.

A question was raised regarding the property owned by Curt Coddington to the west of the proposed parking lot and whether this development will increase the flooding problems for the property. Jeff Voehl, Trustee for the Building Committee stated he approached Mr. Coddington and he is o.k. with the plan.

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Dan Rosenthal, engineer for the Church, stated there was a hydrogeological study completed for this area a couple of years back and the current detention cell to the south of the proposed development handles the water runoff from Hillcrest. The proposed new detention cell would have a capacity of approximately 16,000 c.f. of storage.

Street Superintendent Mel Aldrich stated, should the City choose to construct the new 48" storm sewer piping, he would suggest leaving the current 30" storm pipe in place to be used for additional water storage during a rain event.

A question was raised as to whether there was savings on any of the current budgeted completed projects that could be shifted to any of the proposed projects for this development. Public Facilities/Capital Improvement & GIS Director John Hughes stated the storm sewer projects would probably have to be considered in the next budget.

An additional question was how the groundwork would begin within the next few weeks if the City had not made a decision on financial participation. Mr. Berg stated the Church is moving forward with the plan as presented, but should the City choose to participate, they can advise the Church of that decision at a later date.

Councilmember Schmit moved, seconded by Councilmember Singleton, that City staff, in particular, Water/Wastewater Department, Public Facilities Department, and Street Department provide a written recommendation to the City Council regarding the condition of the current sanitary sewer system (north/south sections) on the west side of the proposed St. John's Development Center; review of water runoff and hydrogeological study to make sure former study included this size of building and size of parking lot; the estimate for costs of constructing the detention cell; and the timing of the project (build in phases), and budgetary options and return with the information at the June 16 City Council meeting.

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

7. CONSIDERATION OF LIQUOR LICENSE MANAGER APPLICATION FOR WALMART STORE 885, 1326 280<sup>TH</sup> RD

Councilmember Singleton moved, seconded by Councilmember Pike, that Elizabeth A. Punko be approved as manager of the retail class D Liquor License for Walmart Store 885.

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

8. NOTICE OF RESIGNATION OF COUNCILMEMBER CHARLES LIESKE FROM THE SEWARD CITY COUNCIL

Councilmember Lieske presented a written letter of resignation from the Seward City Council effective July 7, 2015, due to accepting a new work opportunity and moving to Scottsbluff.

Mayor Eickmeier thanked Councilmember Lieske for his service to the community and wished him and his family the best.

June 2, 2015

9. CAPITAL PROJECTS REPORT

Public Facilities/Capital Improvement & GIS Director John Hughes provided an update and Capital Projects Report dated 6/2/15.

Councilmember Singleton moved, seconded by Councilmember Fritz, that the Capital Projects Report dated June 2, 2015 be accepted.

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

Nay: None.

Absent: None. Motion carried.

10. FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE ACTION

None

11. ANNOUNCEMENT OF UPCOMING EVENTS

A. July 4<sup>th</sup> Celebration

B. June 17 - Waste Compact Meeting - Milford - Councilmember Beck volunteered to represent the City at this meeting

12. MOTION TO ADJOURN

Councilmember Singleton moved, seconded by Councilmember Pike, that the June 2, 2015 City Council Meeting be adjourned.

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

Nay: None

Absent: None. Motion carried.

THE CITY OF SEWARD, NEBRASKA

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

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

# **City of Seward, NE**

**Tuesday, June 16, 2015**

**Regular Session**

## **Item G2**

### **CONSIDERATION OF CONSENT AGENDA**

*Claims & Payables Reports*

*City Clerk-Treasurer Report*

*City Codes Director Report*

*Police Department Report*

*Infrastructure Cost Items Reimbursable Back to the City*

*New Firefighter Shelby Rood*

**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:**



		CLERK-TREASURER'S REPORT			
		MONTH OF: MAY 2015			
		VARIANCE AT:	66.67%		
		2014-2015			
				UNEXPENDED	
VARIANCE	DEPARTMENT	BUDGET	EXPENDITURES	BALANCE	
37.66%	ELECTRIC	\$13,106,939.00	\$4,936,565.12	\$8,170,373.88	
87.06%	ELEC BOND PYMT	\$334,570.00	\$291,283.75	\$43,286.25	
42.20%	WATER	\$1,586,736.00	\$669,673.02	\$917,062.98	
87.47%	WATER BOND PYMTS	\$458,214.00	\$400,781.67	\$57,432.33	
0.00%	WATER SINKING FUND	\$0.00	\$0.00	\$0.00	
48.94%	WASTEWATER TREATMENT	\$1,419,070.00	\$694,517.69	\$724,552.31	
22.56%	WWTW BOND PYMT	\$336,500.00	\$75,926.31	\$260,573.69	
0.00%	WWTW SINKING FUND	\$0.00	\$0.00	\$0.00	
	<b>TOTAL UTILITIES</b>	<b>\$17,242,029.00</b>	<b>\$7,068,747.56</b>	<b>\$10,173,281.44</b>	
	CAPITAL PROJECTS	\$0.00	\$794,701.52	-\$794,701.52	
53.81%	LEGISLATIVE (LESS DONATIONS)	\$253,697.00	\$136,520.11	\$117,176.89	
0.02%	DONATIONS	\$100,000.00	\$18.22	\$99,981.78	
15.98%	LEGAL	\$259,040.00	\$41,406.90	\$217,633.10	
60.97%	POLICE	\$1,199,035.00	\$730,994.53	\$468,040.47	
66.67%	E911	\$179,512.00	\$119,674.64	\$59,837.36	
0.00%	POLICE EQUITABLE SHARING	\$100,000.00	\$0.00	\$100,000.00	
25.13%	STREET	\$2,297,362.00	\$577,296.52	\$1,720,065.48	
72.10%	DEBT SERVICE	\$642,848.00	\$463,473.64	\$179,374.36	
2.23%	RAIL CAMPUS	\$1,100,160.00	\$24,564.42	\$1,075,595.58	
2.35%	CDBG ECON. DEV. LOAN FUND	\$110,900.00	\$2,608.13	\$108,291.87	
37.64%	CDBG AFFORD HOUSING	\$222,770.00	\$83,859.16	\$138,910.84	
0.00%	CDBG RURAL ENTERPRISE ASST	\$0.00	\$50,549.25	-\$50,549.25	
0.00%	CDBG RAIL SITE	\$0.00	\$0.00	\$0.00	
19.68%	BLDGS & GRDS (CITY HALL)	\$99,890.00	\$19,653.49	\$80,236.51	
31.11%	CIVIC CENTER	\$328,940.00	\$102,321.62	\$226,618.38	
82.04%	LIBRARY (LESS BLDG. IMPRV)	\$503,954.00	\$413,462.00	\$90,492.00	
0.00%	LIBRARY BLDG IMPRVMTS	\$0.00	\$0.00	\$0.00	
36.72%	PUBLIC PROPERTIES	\$673,547.00	\$247,295.12	\$426,251.88	
107.12%	CEMETERY	\$135,130.00	\$144,746.61	-\$9,616.61	
0.00%	NEW PARK DEVELOPMENT	\$0.00	\$0.00	\$0.00	
0.52%	NEW CEMETERY DEVELOPMENT	\$188,340.00	\$978.20	\$187,361.80	
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	
66.74%	BLDGS & GRDS (OTHER)	\$16,300.00	\$10,877.95	\$5,422.05	
59.96%	BUILDING INSPECTION	\$167,260.00	\$100,282.22	\$66,977.78	
22.65%	FIRE (LESS DONATIONS)	\$518,290.00	\$117,384.82	\$400,905.18	
0.00%	FIRE DONATIONS	\$0.00	\$0.00	\$0.00	
0.00%	FIRE EQUIPMENT SINKING FUND	\$51,624.00	\$0.00	\$51,624.00	
5.69%	TREE BOARD	\$8,000.00	\$455.50	\$7,544.50	
32.26%	PLANNING COMMISSION	\$83,010.00	\$26,779.85	\$56,230.15	
20.20%	DOWDING POOL (LESS DONATIONS)	\$237,700.00	\$48,011.96	\$189,688.04	
0.00%	POOL DONATIONS	\$0.00	\$0.00	\$0.00	
0.00%	CONCESSION STAND	\$0.00	\$0.00	\$0.00	
1.83%	SWIMMING LESSONS	\$20,100.00	\$368.70	\$19,731.30	
37.57%	RECREATION	\$379,870.00	\$142,721.55	\$237,148.45	
65.74%	SENIOR CENTER	\$105,522.00	\$69,368.95	\$36,153.05	
44.90%	SENIOR SHUTTLE	\$3,488.00	\$1,566.19	\$1,921.81	
40.56%	RECYCLING	\$50,130.00	\$20,333.50	\$29,796.50	
	ECONOMIC DEVELOPMENT	\$373,900.00	\$93,163.65	\$280,736.35	
	TAX INCREMENT FINANCING	\$832,956.00	\$867,196.57	-\$34,240.57	
	<b>TOTAL BUDGET</b>	<b>\$28,485,504.00</b>	<b>\$5,452,635.49</b>	<b>\$15,964,120.95</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	Safekeep Receipt Number	Source Name	Market Value
154	GOEHNER NE	\$10,000.00	4.2000%	07/15/2015	\$10,000.00	365006859	COMMERCE BANK	\$10,024.90
155	GOEHNER NE	\$10,000.00	4.2500%	07/15/2016	\$10,000.00	365006860	COMMERCE BANK	\$10,024.60
385	FHLMC (AFS)	\$1,000,000.00	1.2500%	05/12/2017	\$1,021,350.00	60027094	COMMERCE BANK	\$1,010,840.00
156	GOEHNER NE	\$10,000.00	4.3000%	07/15/2017	\$10,000.00	365006861	COMMERCE BANK	\$10,024.00
281	WEST POINT NE CTFS OF PARTIC	\$100,000.00	4.2500%	11/01/2017	\$100,000.00	365007602	COMMERCE BANK	\$100,184.00
361	FFCB (AFS)	\$1,000,000.00	0.9300%	04/26/2018	\$1,002,060.00	528004571	COMMERCE BANK	\$995,160.00
199	NORTHEAST NE REV SW COALITION	\$125,000.00	3.3000%	05/15/2018	\$125,000.00	487000220	COMMERCE BANK	\$125,147.50
277	WAVERLY NE COMB UTIL	\$130,000.00	3.7000%	06/15/2018	\$130,000.00	457003526	COMMERCE BANK	\$130,167.70
157	GOEHNER NE	\$15,000.00	4.3500%	07/15/2018	\$15,000.00	365006862	COMMERCE BANK	\$15,035.40
430	FNMA (AFS)	\$1,000,000.00	1.6250%	11/27/2018	\$1,003,920.00	60027564	COMMERCE BANK	\$1,014,780.00
403	FHLB (AFS)	\$1,000,000.00	1.3000%	10/29/2019	\$1,001,000.00	401001463	COMMERCE BANK	\$992,430.00
482	SEWARD CO RPPD ELEC SYS REV	\$160,000.00	1.6000%	11/15/2019	\$160,000.00	561000719	COMMERCE BANK	\$158,988.80
444	SEWARD CO NE SD#9 GO REF BOND	\$200,000.00	1.4500%	12/15/2019	\$200,000.00	548002035	COMMERCE BANK	\$200,060.00
389	FHLMC (AFS)	\$1,000,000.00	1.6500%	03/13/2020	\$1,002,750.00	60027072	COMMERCE BANK	\$1,004,040.00
335	MADISON CO NE SD#2 (NORFOLK)	\$200,000.00	1.8000%	12/15/2020	\$200,000.00	528002911	COMMERCE BANK	\$200,712.00
338	SARPY CO SD #37 GO BONDS	\$195,000.00	2.1500%	12/01/2021	\$195,000.00	528003135	COMMERCE BANK	\$194,647.05
330	THURSTON NE SD #1, PENDER 2012	\$155,000.00	2.0500%	12/15/2021	\$155,000.00	528001710	COMMERCE BANK	\$155,240.25
463	BUFFALO CO NE SD#7 KEARNEY GO	\$200,000.00	2.3500%	12/15/2023	\$200,000.00	359001318	COMMERCE BANK	\$201,984.00
407	CLAY CO NE HWY ALLOC GO	\$200,000.00	2.3000%	06/15/2024	\$200,000.00	165042481	COMMERCE BANK	\$198,724.00
456	SCOTTSBLUFF COUNTY NE SD #32	\$250,000.00	2.5000%	06/15/2024	\$250,000.00	548002441	COMMERCE BANK	\$251,290.00
435	BUFFALO CO NE SD#19-SHELTON NE	\$200,000.00	3.1500%	12/15/2024	\$200,000.00	548001430	COMMERCE BANK	\$203,750.00
302	FHLMC CMO FHR-3997 LN	\$1,000,000.00	2.5000%	03/15/2040	\$1,024,375.00	60026304	COMMERCE BANK	\$453,422.38

Jun 1, 2015

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**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	Safekap Receipt Number	Source Name	Market Value
<b>Summary</b>		<b>\$8,160,000.00</b>			<b>\$8,215,455.00</b>			<b>\$7,636,676.58</b>

Fax # (402) 643-6491



CASH IN BANK = \$7,281,265.13

Jun 1, 2015

2

5:30:00 AM

Date: 05/27/15  
Time: 17:43:06  
User: ACCT2

Pledgee Inventory Report  
For 05/31/15

Report#: P010  
Version:  
Page#: 1

Institution: 052 (The Cattle National Bank)

Pledge-Tx# Portfolio	Total Par Total Deposits	Maturity Settle	Trans# Sloc	CUSIP Receipt#	P l e d g e d I n v e n t o r y			TTL FFIEC	Pledged Par MBS Face Par	Collateral-Value Market-Value
					Security Description Rate/Div	Maturity	Issued			
CITY OF SEWARD (CITY)										
0005220028 1	3,655.50	12/01/18 03/24/03	DAD	31371HCF3	FNMA - Pool#: 252170 6.50000	12/01/2018	11/01/98	Y	3,655.50 500,000.00	4,232.60 4,212.80
0005220029 1	4,596.71	02/01/26 03/24/03	DAD	31375HAP9	FNMA ARM - Pool#: 334914 2.37200	02/01/2026	01/01/96	Y	4,596.71 1,000,000.00	4,810.40 4,801.31
0005220030 1	8,513.47	04/01/19 03/25/03	DAD	31363ARX3	FNMA ARM - Pool#: 083302 3.99700	04/01/2019	10/01/89	Y	8,513.47 3,500,000.00	8,930.57 8,902.21
0310240054 1	12,308.10	10/01/22 10/24/03	DAD	31335HUG6	FHLMC - Pool#: C90583 6.00000	10/01/2022	10/01/02	Y	12,308.10 700,000.00	14,089.41 14,027.87
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	121,768.47 121,162.80
0807240220 1	15,502.68	04/01/17 07/24/08	DAD	31371NCT0	FNMA - Pool#: 256682 5.50000	04/01/2017	03/01/07	Y	15,502.68 500,000.00	16,363.44 16,292.39
0807240221 1	37,487.76	06/01/24 07/24/08	DAD	31371LQY8	FNMA - Pool#: 255271 5.00000	06/01/2024	05/01/04	Y	37,487.76 500,000.00	41,845.14 41,688.94
0807240222 1	32,729.18	04/01/18 07/24/08	DAD	31390UMM5	FNMA - Pool#: 656564 5.00000	04/01/2018	04/01/03	Y	32,729.18 1,000,000.00	34,505.79 34,369.42
0909220085 1	46,627.93	10/01/20 09/22/09	DAD	31407T2J8	FNMA - Pool#: 840577 5.00000	10/01/2020	10/01/05	Y	46,627.93 545,000.00	50,470.84 50,276.56
0909220086 1	51,048.72	05/01/19 09/22/09	DAD	31402C5E8	FNMA - Pool#: 725445 4.50000	05/01/2019	04/01/04	Y	51,048.72 925,000.00	53,675.43 53,484.00
1004230111 1	21,079.30	04/01/18 04/23/10	DAD	31283KTH1	FHLMC - Pool#: G11452 6.50000	04/01/2018	09/01/03	Y	21,079.30 2,000,000.00	21,978.19 21,864.01
1004230112 1	7,610.39	01/01/18 04/23/10	DAD	31282CJ73	FHLMC - Pool#: M30286 4.50000	01/01/2018	02/01/03	Y	7,610.39 1,000,000.00	7,755.22 7,726.68
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	115,202.33 113,069.00
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	117,073.45 116,199.45
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	101,532.00 100,282.00
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	152,704.50 150,492.00
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	152,686.50 151,996.50
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	255,130.00 251,130.00
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	152,825.50 152,350.50
1104270112 1	12,066.84	09/01/17 04/27/11	DAD	31410KNK6	FNMA - Pool#: 889694 6.50000	09/01/2017	06/01/08	Y	12,066.84 180,000.00	12,616.08 12,550.72
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	122,039.47 121,570.80
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	257,846.81 253,985.00
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	116,416.23 115,700.35
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	105,319.00 103,494.00
1110240562 1	240,000.00	12/15/21 10/24/11	DAD	433605AK8	HITCHCOCK CNTY NEB 3.05000	12/15/2021	07/27/11	Y	240,000.00 0.00	245,062.53 241,687.20
1202270145 1	75,000.00	08/01/24 02/27/12	DAD	357406DJ3	FREMONT NE 3.15000	08/01/2024	10/04/11	Y	75,000.00 0.00	76,194.00 75,406.50

Date: 05/27/15  
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User: ACCT2

Pledgee Inventory Report  
For 05/31/15

Report#: P010  
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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				Pledged Par MBS Face Par	Collateral-Value Market-Value	
					Security Description	TTL FFIEC	Rate/Div	Maturity			Issued
CITY OF SEWARD (CITY)											
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	152,611.08 150,916.50
1206220440 1	200,000.00	12/15/25 06/22/12	DAD	93811RBD5	WASHINGTON CNTY NE SCD #24	2.95000	12/15/2025	05/16/12	Y	200,000.00 0.00	203,218.56 200,498.00
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	55,244.96 55,051.70
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	135,764.53 134,481.20
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	130,269.58 130,086.25
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	155,244.00 152,754.00
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	108,696.00 107,987.25
1210260194 1	250,000.00	09/01/16 10/26/12	DAD	67868UBV4	OKLAHOMA CNTY OK FIN AUTH	5.84000	09/01/2016	07/14/09	Y	250,000.00 0.00	268,505.00 264,855.00
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	50,874.94 50,505.50
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	203,642.22 200,230.00
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	201,451.33 200,368.00
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	201,610.56 200,780.00
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	97,388.11 97,277.00
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	131,722.65 129,855.15
1305230401 1	158,664.00	07/01/19 05/23/13	DAD	3128MMAD5	FHLMC - Pool#: G18003	5.50000	07/01/2019	07/01/04	Y	158,664.00 3,000,000.00	169,943.34 169,216.13
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	141,994.58 140,092.50
1307240271 1	200,000.00	06/01/25 07/24/13	DAD	287742LU2	ELKHORN NE RURAL PUBLIC PWR	2.65000	06/01/2025	06/27/13	Y	200,000.00 0.00	194,630.00 191,980.00
1307240272 1	297,398.86	12/15/26 07/24/13	DAD	36176W2B6	GNMA-I - Pool#: 778670	4.00000	12/15/2026	12/01/11	Y	297,398.86 560,000.00	316,446.91 315,455.58
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	97,715.94 96,494.00
1309230058 1	3,051.86	09/01/15 09/23/13	DAD	31371MG27	FNMA - Pool#: 255917	5.00000	09/01/2015	08/01/05	Y	3,051.86 1,000,000.00	3,217.53 3,204.81
1309230059 1	230,805.43	07/01/26 09/23/13	DAD	3138AMK38	FNMA - Pool#: A17513	4.50000	07/01/2026	07/01/11	Y	230,805.43 500,000.00	246,391.72 245,526.20
1310300064 1	76,700.71	12/20/20 10/30/13	DAD	36241KJN9	GNMA-II - Pool#: 782069	5.50000	12/20/2020	03/01/06	Y	76,700.71 750,000.00	82,185.83 81,834.29
1310300067 1	68,322.86	12/01/17 10/30/13	DAD	31391XHQ5	FNMA - Pool#: 679839	5.50000	12/01/2017	12/01/02	Y	68,322.86 2,000,000.00	71,512.13 71,198.98
1310300068 1	66,170.11	03/20/23 10/30/13	DAD	36202ERL5	GNMA-II - Pool#: 004091	5.00000	03/20/2023	03/01/08	Y	66,170.11 500,000.00	70,826.33 70,550.62
1310300070 1	137,774.25	08/01/22 10/30/13	DAD	31371NJQ9	FNMA - Pool#: 256871	6.50000	08/01/2022	07/01/07	Y	137,774.25 1,100,000.00	152,924.05 152,177.77
1406230215 1	150,000.00	12/15/25 06/23/14	DAD	919558KF2	VLY CNTY NE	2.90000	12/15/2025	05/28/14	Y	150,000.00 0.00	152,467.83 150,462.00
1406230216 1	125,000.00	11/15/27		818474DD7	SEWARD CNTY NE PUBLIC PWR DIST				Y	125,000.00	130,628.47

Date: 05/27/15  
Time: 17:43:06  
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Pledgee Inventory Report  
For 05/31/15

Report#: P010  
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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#	Total Par	Maturity	Trans#	CUSIP	Security Description	TTL	Pledged Par	Collateral-Value	
Portfolio	Total Deposits	Settle	Sloc	Receipt#	Rate/Div	Maturity	Issued	FFIEC	Market-Value
CITY OF SEWARD (CITY)									
1		06/23/14	DAD		4.00000	11/15/2027	08/20/13		130,406.25
1406230217	90,000.00	09/01/27		818488FC7	SEWARD NE WTR SYS REVENUE			Y	86,523.75
1		06/23/14	DAD		2.85000	09/01/2027	03/22/13		85,882.50
1406270096	418,078.00	05/15/25		3620ARB59	GNMA-I - Pool#: 737260			Y	444,692.43
1		06/27/14	DAD		3.50000	05/15/2025	05/01/10		443,473.04
1408220277	97,965.35	06/01/21		3128PVN22	FHLMC - Pool#: J15809			Y	102,516.46
1		08/22/14	DAD		3.00000	06/01/2021	06/01/11		102,271.55
1409230158	186,417.21	12/01/24		3128MMLQ4	FHLMC - Pool#: G18334			Y	201,309.37
1		09/23/14	DAD		4.50000	12/01/2024	12/01/09		200,610.31
1409230162	150,000.00	09/01/26		80378CBS7	SARPY CNTY NE SAN & IMPT DIST			Y	151,213.50
1		09/23/14	DAD		3.50000	09/01/2026	09/01/14		149,901.00
1410240033	298,626.06	03/01/23		31410KAW4	FNMA - Pool#: 889321			Y	315,858.37
1		10/24/14	DAD		4.00000	03/01/2023	03/01/08		314,862.95
1501020007	182,193.28	11/01/19		3128M1CT4	FHLMC - Pool#: G11982			Y	193,850.61
1		12/31/14	DAD		5.50000	11/01/2019	04/01/06		193,015.56
1502240073	115,000.00	11/15/24		505318QS7	LA VISTA NE			Y	113,334.54
1		02/24/15	DAD		2.65000	11/15/2024	12/31/14		113,199.10
1503240262	100,000.00	12/15/24		406036HN6	HALL CNTY NE SCD #2 GRAND IS			Y	97,304.67
1		03/24/15	DAD		2.40000	12/15/2024	02/09/15		96,558.00
1504230191	75,000.00	03/15/22		25930HAU8	DOUGLAS CNTY NE SAN & IMPT DIS			Y	72,702.50
1		04/23/15	DAD		2.40000	03/15/2022	03/15/15		72,322.50
9603250298	19,173.32	02/15/21		3129045E1	FHLMC SERIES 1041 CLASS E			Y	19,521.91
1		03/31/96	DAD		1.13560	02/15/2021	02/15/91	P	19,512.23
Pledgee:	7,844,567.88								8,089,030.19
Totals :	1.00								33,868,872.00

**PLUS \$250,000.00 FDIC INSURANCE**

**PLEDGE ADDITIONS 06/01/15 TO CITY OF SEWARD**

CUSIP	DESCRIPTION	ORIGINAL FACE VALUE	CURRENT VALUE	COUPON	MAT DATE
3128PQ4E8	FHLMC POOL J11721	1,200,000	321,333.03	4.50%	2/1/2025
25931KAV8	DOUGLAS CNTY NE SID #206	100,000	100,000	2.60%	5/15/2023

CASH IN BANK = \$8,554,843.06

Building Permits May - 2015

CURRENT YEAR: May 2015

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	3	\$ 1,420.30	\$ 433,692.47
REMODEL/ADDIT.	23	\$ 1,763.45	\$ 480,920.00
ACCESSORY	6	\$ 180.00	\$ 65,570.00
ELECTRIC	8	\$ 607.25	\$ -
PLUMBING	11	\$ 565.00	\$ -
MECHANICAL	6	\$ 355.00	\$ -
SEWER TAP	2	\$ 500.00	\$ -
WATER TAP	2	\$ 1,640.00	\$ -
TEMP. ELEC.	2	\$ 100.00	\$ -
ELECTRIC SER.	2	\$ 400.00	\$ -
TOTALS	65	\$ 7,531.00	\$ 980,182.47

YEAR TO DATE January to December 2015

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	8	\$ 7,017.40	\$ 2,877,730.03
REMODEL/ADDIT.	76	\$ 5,496.60	\$ 1,479,394.00
ACCESSORY	58	\$ 9,032.00	\$ 1,064,044.00
ELECTRIC	36	\$ 2,048.75	\$ -
PLUMBING	32	\$ 1,405.00	\$ -
MECHANICAL	17	\$ 880.00	\$ -
SEWER TAP	8	\$ 2,000.00	\$ -
WATER TAP	8	\$ 6,560.00	\$ -
TEMP. ELEC.	7	\$ 350.00	\$ -
ELECTRIC SER.	7	\$ 1,600.00	\$ -
TOTALS	257	\$ 36,389.75	\$ 5,421,168.03

FISCAL YEAR: Oct. 2014 to Sept. 2015

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	17	\$ 11,561.60	\$ 4,264,029.83
REMODEL/ADDIT.	98	\$ 371,935.60	\$ 1,681,386.00
ACCESSORY	92	\$ 301,615.75	\$ 685,968.75
ELECTRIC	60	\$ 3,655.50	\$ -
PLUMBING	58	\$ 3,247.00	\$ -
MECHANICAL	36	\$ 3,128.00	\$ -
SEWER TAP	25	\$ 6,250.00	\$ -
WATER TAP	25	\$ 18,885.00	\$ -
TEMP. ELEC.	25	\$ 1,250.00	\$ -
ELECTRIC SER.	25	\$ 5,200.00	\$ -
TOTALS	461	\$ 726,728.45	\$ -

LAST YEAR: May 2014

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	1	\$ -	\$ 150,000.00
REMODEL/ADDIT.	11	\$ 3,320.00	\$ 1,884,344.69
ACCESSORY	27	\$ 424.50	\$ 185,840.00
ELECTRIC	8	\$ 1,381.25	\$ -
PLUMBING	19	\$ 1,140.00	\$ -
MECHANICAL	6	\$ 800.00	\$ -
SEWER TAP	0	\$ -	\$ -
WATER TAP	0	\$ -	\$ -
TEMP. ELEC.	0	\$ -	\$ -
ELECTRIC SER.	0	\$ -	\$ -
TOTALS	72	\$ 7,065.75	\$ 2,220,184.69

YEAR TO DATE January to December 2014

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	12	\$ 36,052.23	\$ 18,282,299.06
REMODEL/ADDIT.	41	\$ 291,697.95	\$ 16,051,521.69
ACCESSORY	43	\$ 15,617.50	\$ 510,788.00
ELECTRIC	26	\$ 17,627.75	\$ -
PLUMBING	56	\$ 14,085.00	\$ -
MECHANICAL	27	\$ 11,641.00	\$ -
SEWER TAP	8	\$ 13,700.00	\$ -
WATER TAP	8	\$ 35,225.00	\$ -
TEMP. ELEC.	8	\$ 2,700.00	\$ -
ELECTRIC SER.	8	\$ 13,350.00	\$ -
TOTALS	237	\$ 451,696.43	\$ 34,844,608.75

FISCAL YEAR: Oct. 2013 to Sept. 2014

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	23	\$ 11,668.03	\$ 4,613,209.06
REMODEL/ADDIT.	76	\$ 10,023.45	\$ 4,350,482.69
ACCESSORY	54	\$ 1,837.00	\$ 436,925.00
ELECTRIC	75	\$ 6,713.00	\$ -
PLUMBING	144	\$ 7,728.00	\$ -
MECHANICAL	57	\$ 6,326.00	\$ -
SEWER TAP	16	\$ 4,000.00	\$ -
WATER TAP	17	\$ 12,325.00	\$ -
TEMP. ELEC.	17	\$ 850.00	\$ -
ELECTRIC SER.	18	\$ 4,200.00	\$ -
TOTALS	497	\$ 65,670.48	\$ 9,400,616.75

Payroll	134,554.99
Beatrice Ford, Eq	38,825.95
Advanced Floor, Bu	250.00
Alamar Uniforms, Su	129.83
Alliance Tech., Se	6,415.75
Amazon.Com, Su	691.41
Anderson, Mitch, Re	1,835.66
Aqua-Chem, Su	1,457.84
Ashby, Lisa, Se	25.00
Assoc. Bag, Su	1,015.42
Awards Unlimited, Su	193.00
Baker & Taylor, Su	2,325.19
Baldinger, Charlotte, Mi	26.45
Bluebird Nursery, Su	651.05
Bork, Ronald/Marily, Re	13.90
Capital Bus., Se	304.00
Cash-Wa, Su	462.45
Library Petty Cash, Su	222.49
Merchant Serv., Se	1,113.16
City Petty Cash, Su	234.53
Commonwealth Elec., Se	20,293.55
Constellation Gas, Ut	416.52
Control Serv., Ma	2,078.30
Cooper Power, Eq	44,149.27
D & S Forklifts, Re	659.84
Danko Emer., Re	53.64
Electronic Eng., Re	508.10
Emer. Med., Su	689.13
Farmers Coop, Su/Re	4,860.51
Fast Mart, Su	10.52
Fastenal, Su/Re	503.16
Firhouse Five, Se	25.00
GE Capital, Eq	10,711.61
General Fire, Bu	1,540.06
Gerdes, Jared, Su	91.78
Global Eq., Su	438.95
Good Life Mag., Se	24.00
HD Supp., Re	1,509.84
Hamilton Eq., Su	611.12
Heartspun Flowers, Su	50.00
Helmlink Printing, Su	522.00
Hemphill Elec., Re	125.00
Husker Elec., Su	724.53
Hydraulic Eq., Re	4,149.16
Interstate Batt., su	64.80
Jackson Serv., Se	107.42
jacobsen Rock, Su	6,779.64
Jurchen, John Se	25.00
Kriz-Davis, Su	3,116.27
Last Mile Network, Se	140.00
Lee's Ref., Re	220.26
Lincoln Winwater, Re	154.83
Marlin's Plbg., Re	32.10
Matheson Tri-Gas, Se	112.51
Mattson Ricketts Law, Se	4,522.59
McCoy, Nan, Releaf	75.00
Memorial Health, Se	1,185.00
Men's Health Mag., Se	24.97
Menards, Su	69.90
Merle's Garden, Su/Gu	1,709.69
Meyer Auto, Re	80.36
Mid-Amer. Benefits, Se	2,404.50
Midland Scientific, Se	2,173.97



Midwest Auto Parts, Re/Su	718.05
Midwest Automotive, Re	1,699.70
Midwest Labs, Se	705.09
Midwest Serv., Su	1,737.85
Mike's Market, Su	18.66
Moody, John, Se	110.00
Morse, Laurie, Class	60.00
Municipal Supp. NE, Su	220.28
NE Equip., Re	46.15
NE Health, Se	315.00
NE Labor, SE	280.00
NE Mun. Power Pool, Se	325.00
NE Pub. Power, Se/Su	413,924.11
NE Sports, Su	215.93
Net-Tech, Su	5,952.02
Nieman's Port-A-Pot, Se	300.00
Nitzsche, Natalie, Refund	50.00
Northern Safety, Su	250.89
OCLC, Se	174.61
O'Reilly Auto, Re	166.37
Odeys, Su	420.00
One Call Concepts, Se	124.50
Orscheln, Su/Re	912.45
Otte, Donna, Mi	37.38
Pac 'N' Save, Su	113.45
Pankoke, Henry, Se	220.00
Penas, Logan, Se	45.00
Plains Eq., Re	52.98
Plunkett's Pest, Se	157.32
Precision Tool, Re	34.00
Quill, Su	155.11
Quinn, Jeff, Se	275.00
Reader's Digest, Se	17.98
Rumery Lawn, Re	119.32
Sack Lumber, Su	5.99
Sam's Club, Su	1,028.86
Mrs. Science, Se	170.00
Sew. Airport Auth., Agreement	300.00
Sew. Co. Clerk, Se	60.00
Sew. Co. Independent, Se	946.03
Sew. Co. PPD, Se	1,216.70
Sew. Co. Treasurer, Se	14,959.33
Seward Lumber, Su/Re	596.05
Sew. Schools, Fines	60.00
Sleuth Software, Se	4,216.80
St PJ Supp., Su	131.25
Supplyworks, Su	317.39
Law Enf. Coord., Ex	120.00
US Postal, Se	144.00
Verizon, Se	142.51
Visa	484.05
Wal-Mart, Su	119.27
Amazon.com, Se	99.00
Gotprint.com, Se	265.78
White, Sarah, Se	200.00
Windstream NE, Se	<u>2,702.19</u>
TOTAL	766,247.82





SEWARD POLICE DEPARTMENT  
MAY 2015 MONTHLY REPORT

ARRESTS	36
CITATIONS	16
PARKING TICKETS	07
WARNINGS	149

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

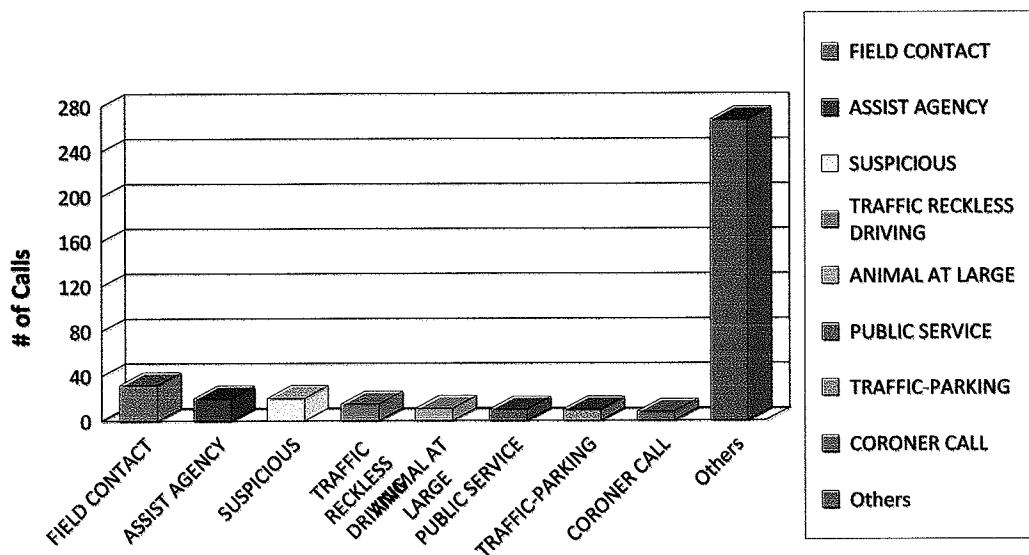
The Seward County Communication Center collects the numbers used to create the attached statistics summary.

## Calls Statistics by Type Summary

5/1/2015 - 5/31/2015

00:00:00 - 12:54:51

Agency - SPD



	5/2015	Total
911 ABANDONED	2	2
911 HANG UP	1	1
911 MIS-DIAL	3	3
911 OPEN LINE	5	5
ABANDONED VEHICLE	1	1
ABUSE/NEGLECT ADULT	2	2
ABUSE/NEGLECT CHILD	7	7
ACCIDENT HIT & RUN	2	2
ACCIDENT PARKING	2	2
ACCIDENT W/O INJURIES	7	7
ACCIDENT WITH INJURIES	4	4
ALARM MONITORING	1	1
ALARM OTHER	1	1
ALARM TROUBLE	1	1
ANIMAL AT LARGE	11	11
ANIMAL BARKING DOG	3	3
ANIMAL CARCASS	2	2
ANIMAL CRUELTY TO	2	2
ANIMAL FOUND	4	4

	5/2015	Total
ANIMAL INJURED/SICK	1	1
ANIMAL LIVE TRAP	3	3
ANIMAL LOST	2	2
ANIMAL OTHER	2	2
ANIMAL VICIOUS	1	1
ARREST DUI	4	4
ARREST DUS	6	6
ARREST OTHER	2	2
ARREST REVOKED	4	4
ARREST WARRANT	6	6
ASSAULT DOMESTIC	1	1
ASSIST AGENCY	20	20
CITIZEN COMPLAINT	1	1
CIVIL CHILD CUSTODY	6	6
CIVIL OTHER	3	3
CIVIL PROPERTY DISPUTE	6	6
CORONER CALL	8	8
CRIME STOPPERS	1	1
CRIMINAL MISC PRIVATE	2	2
CRIMINAL MISCHIEF VANDAL	4	4
CURFEW VIOLATION	1	1
DISREGARD	5	5
DISTURBANCE	4	4
DISTURBANCE DOMESTIC	1	1
DRUG VIOLATION	6	6
DUPLICATE DISREGARD	2	2
ESCORT	3	3
EXPOSURE INDECENT	1	1
EXTRA PATROL	3	3
FIELD CONTACT	32	32
FIREWORKS DISCHARGE	1	1
FIX IT TICKET	5	5
FOUND BICYCLE	1	1
FRAUD	2	2

	5/2015	Total
FRAUD OTHER	1	1
FUNERAL ESCORT	5	5
GAS LEAK	1	1
GUN PERMIT	5	5
HARASSING PHONE CALLS	2	2
HARASSMENT	6	6
INFORMATION	7	7
JUVENILE WELFARE	3	3
JUVENILE/UNCONTROLLABLE	5	5
JUVENILE-OTHER	3	3
LIQUOR MIP	2	2
LIQUOR-OTHER	1	1
LITTERING	1	1
LOITERING	1	1
MENTAL	3	3
MENTAL EPC	1	1
MENTAL TASC	1	1
MISSING PERSON JUVENILE	1	1
MOTORIST ASSIST	5	5
OPEN DOOR BUSINESS	2	2
ORDINANCE VIOLATION	2	2
OTHER CALL TYPE	1	1
PROPERTY DAMAGE	2	2
PROPERTY FOUND	7	7
PROPERTY LOST	3	3
PROPERTY RECOVERED	1	1
PROTECTION ORDER VIOLATIC	1	1
PUBLIC NUISANCE	6	6
PUBLIC PEACE	2	2
PUBLIC SERVICE	10	10
RR XING ARM MALFUNCTION	1	1
SALES	1	1
SEX OFFENSE	1	1
SEXUAL ASSAULT	1	1

	5/2015	Total
SOLICITING SALES	3	3
SUSPICIOUS	20	20
TERRORISTIC THREAT	1	1
THEFT BUSINESS	3	3
THEFT FROM VEHICLE	1	1
THEFT RESIDENCE	1	1
THEFT-OTHER	4	4
TOWED VEHICLE	1	1
TRAF HAZARD DEBRIS	2	2
TRAFFIC	1	1
TRAFFIC - DUI	5	5
TRAFFIC CONTROL	3	3
TRAFFIC RECKLESS DRIVING	15	15
TRAFFIC SPEEDING	1	1
TRAFFIC STOP	4	4
TRAFFIC-OTHER	3	3
TRAFFIC-PARKING	10	10
UTILITY ELECTRIC	1	1
VACATION/RESIDENCE CHECK	1	1
WEAPONS OTHER	2	2
WELFARE CHECK	6	6
Total	394	394

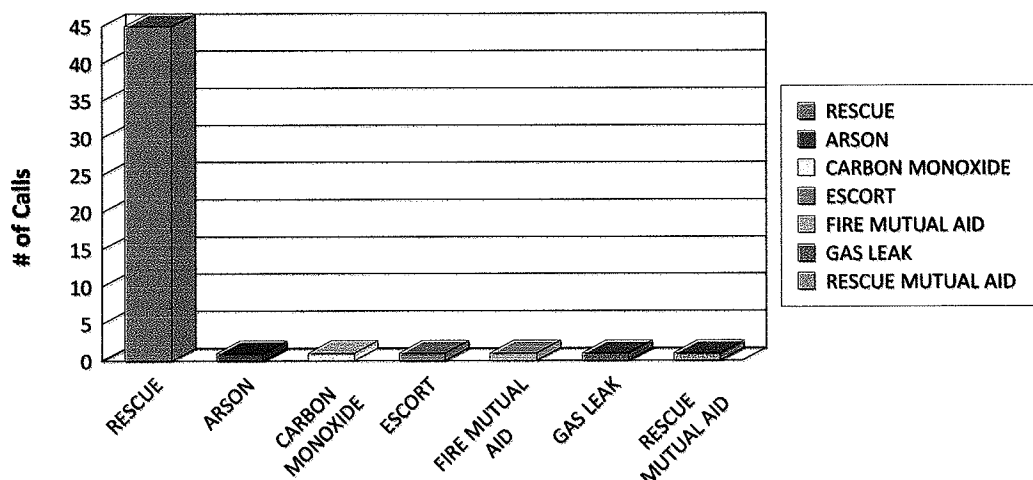


# Calls Statistics by Type Summary

5/1/2015 - 5/31/2015

00:00:00 - 12:54:51

Agency - SFD



	5/2015	Total
ARSON	1	1
CARBON MONOXIDE	1	1
ESCORT	1	1
FIRE MUTUAL AID	1	1
GAS LEAK	1	1
RESCUE	45	45
RESCUE MUTUAL AID	1	1
Total	51	51

# **City of Seward, NE**

**Tuesday, June 16, 2015**

**Regular Session**

## **Item G3**

### **CONFIRMATION OF MAYOR'S APPOINTMENTS - Mayor Eickmeier**

*Citizen Advisory Review Committee - 3 Yr Term - Reappoint Justin Hartman, Resignation Byron Winter*

*Cemetery Board - 3-Yr Term - Reappoint Roger Glawatz & Greg Zabka*

**Administrative Report:** Following review and discussion, a motion to confirm the Mayor's appointments would be in order.

**Staff Contact:**

# **City of Seward, NE**

**Tuesday, June 16, 2015**

**Regular Session**

## **Item G4**

### **PUBLIC HEARING - 7:00 P.M. - CONSIDERATION OF TIF APPLICATION OF TWO CREEKS HOLDING - TIF Attorney, Andrew Willis**

*Presentation and Review of TIF Application*

*Presentation and Review of Cost-Benefit Analysis*

*Presentation and Review of Amendment to Redevelopment Plan*

*Presentation and Review of Redevelopment Agreement*

*Consideration of Resolution approving the Redevelopment Plan Amendment*

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

**Staff Contact:**

## **NOTICE OF PUBLIC HEARINGS**

Public notice is hereby given by the Planning Commission of the City of Seward, Nebraska, that a public hearing will be held at 7:30 p.m. on June 8, 2015, at the Seward Municipal Building, 142 North 7<sup>th</sup> Street, Seward, Nebraska.

Public notice is hereby also given by the Mayor and City Council of the City of Seward, Nebraska, that a public hearing will be held at 7:00 p.m. on June 16, 2015, at the Seward Municipal Building, 142 North 7<sup>th</sup> Street, Seward, Nebraska.

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

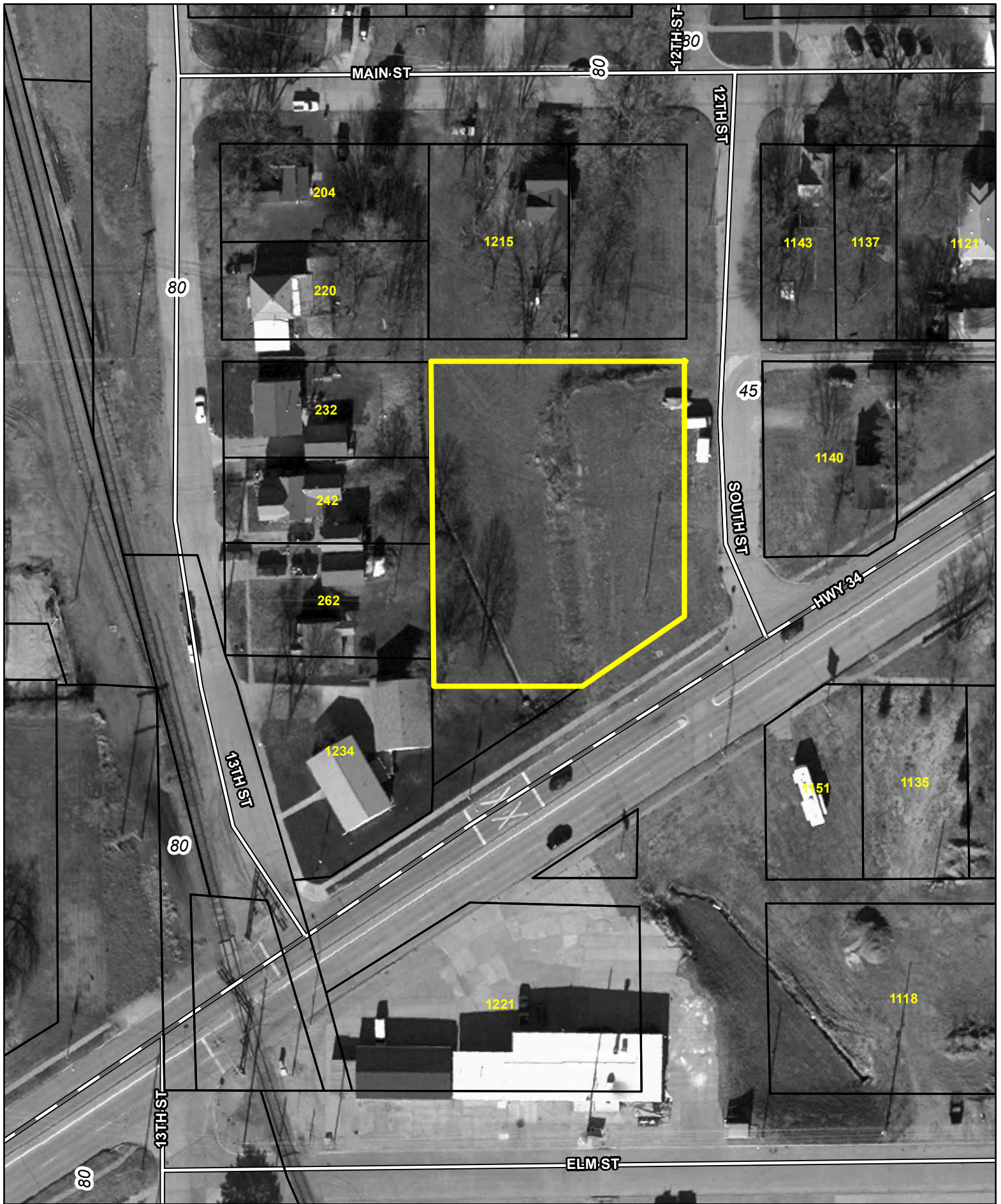
The property which is the subject of this notice and of the public hearing is generally located at Highway 34 and South 12<sup>th</sup> Street in Seward, and is legally described as follows:

Lots 10-12, Block 45, H M & R Addition, and the West 35 feet of the adjacent vacated 12<sup>th</sup> Street and the adjacent vacated South Street, Seward County, Nebraska.

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

/s/Bonnie Otte, City Clerk

Publish one time on May 20, 2015 and one time on May 27, 2015  
One Proof of Publication



0 37.5 75 150 Feet

12th & Hwy 34

## Tax-Increment Financing Application

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

### PROJECT SCOPE: (PLEASE PRINT OR TYPE ALL INFORMATION)

#### 1. Applicant Information

Two Creeks Holdings, LLC  
Business Name  
Michael Lewis  
Contact Person for Applicant  
1870 266th Rd  
Street Address  
Seward NE 68434  
Mailing Address  
402-270-5392 (C)  
Telephone  
402-643-6430  
Alternate Telephone  
ML95625@WINDSTREAM.NET  
Email

LLC  
Business Structure: (e.g. corporation, limited liability company, etc.; also identify the state of organization):

Michael + Staci Lewis  
Owners

#### 2. Project Description

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

#### 3. Proposed Project Site:

Please provide the address, legal description, current owner. If the current owner is not the applicant, identify whether the project site is under contract, option, etc.:

#### 4. Physical Description of the Proposed Project:

Building square footage, size of property, description of building materials, etc. (Attach site plan, if available)

#### 5. Land Use:

- a. If property is to be subdivided, show division planned (attach copy of the plat):
- ☒ b. Current Zoning of the property:
- ☒ c. Is the proposed project a permitted use on the property? What permits would be required?
- d. Please describe any other relevant information relating to zoning, permitting, or similar land use issues:

**6. Estimated Project Costs:**

- a. Land Acquisition, if applicable: \$ 30,000
- b. Site Development (itemize):  
*Retaining wall*  
 i. ~~Demoition:~~ \$ 11775  
 ii. Grading: \$ \_\_\_\_\_  
 iii. Site Preparation \$ 8300 Utility Appx  
 iv. Other (explain): \$ \_\_\_\_\_
- c. Building Construction Cost: \$ 28,314
- d. Other Site Improvements (explain) \$ \_\_\_\_\_
- e. Equipment: \$ 10,000
- f. Architectural and Engineering Fees: \$ N/A
- g. Legal Fees: \$ 1000.00
- h. Financing Costs: \$ \_\_\_\_\_
- i. Broker Costs, if any: \$ \_\_\_\_\_
- j. Contingencies: \$ \_\_\_\_\_
- k. Other (explain): \$ \_\_\_\_\_
- Total:** \$ 359889.00

**7. Please attach the following documentation:**

- a. Construction Pro Forma.
- b. Annual Income and Expense Pro Forma (with appropriate schedules).
- c. Applicant's Corporate/Business Annual Financial Statements for the last three years. *NEW ENTERPRISE Tax Record*  
*OR Financial Not Audited*
- d. Business Plan for the proposed project.

**8. Estimated Tax Increment:**

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

**9. Proposed Source of Financing:**

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

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

- a. Construction start date: June 20, 2015
- b. Construction completion date: Dec 2015
- c. If project is phased:  
 Year \_\_\_\_ / \_\_\_\_ % Complete  
 Year \_\_\_\_ / \_\_\_\_ % Complete

**12. Municipal reference (if applicable).** Please name any other municipality wherein the applicant, or other corporations the applicant has been involved with, has completed development within the last five years:

13. Amount of TIF request:

\$ 56,000

(Note: If the Application is approved, the applicant is not entitled to receive the requested TIF amount. The actual amount of the TIF Indebtedness will vary depending on multiple factors including without limitation lender interest rates, identification of eligible expenditures, and additional information identified in the redevelopment project approval process. However, as a general estimate for this application, request no more than ten (10) times the amount identified in section 8(d) of this application.

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

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

*See ATTACHMENT*

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

- ☐ a. Is your project economically feasible as designed without tax increment financing? If no, please indicate how tax increment financing is necessary for the economic feasibility of your project.
- ☒ b. Would you locate your project in the redevelopment area without Tax Increment Financing? Explain.

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

"Applicant"

By: Two Creeks Holding LLC

Name: Michael Lewis

Title: President

*[Signature]*

*Rec'd by Seward  
City of Seward  
Barnes 5/7/15*



TIF- REQUEST FOR

TWO CREEKS HOLDINGS, LLC

1870 266TH ROAD  
SEWARD NE 68434

P. 402-270-5392  
F. 402-643-6430

ML95625@WINDSTREAM.NET

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	Objectives	
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	Products and Services	
	Proposed site	
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	Land Use	
III.	Appendix.....	
	Employment plans	
	Annual Income rental and expense	
	Estimated assessed valuation	
	Proposed financing	
	TIF / BENEFITS	
	Statement of necessity	

ATTACHMENTS

SITE PLAN BEFORE

SITE PLAN AFTER

LIST OF COSTS RELATED TO PROJECT

AVAILABLE BIDS

CURRENT VALUATION COPY

BANK APPROVAL LETTER

## Executive Summary

Two Creeks Holdings, LLC will develop a building on land purchased in the blighted areas along Hwy 34. The building will be leased to St. PJ Supply Inc. for the purpose of expanding their business which sells Autobody related products. Currently St. PJ Supply Inc. is located at 1222 Elm Street. St. PJ Supply Inc. will expand from 1800 sq ft to the building on the new property of 4675 sq ft.

## Highlights

Two Creeks Holding LLC will charge rent and hold a triple net lease from St. PJ Supply Inc. to generate rental income to payoff debt held by Two Creeks LLC. St. PJ Supply Inc. has been in business since February 1994 and has grown from 1 employee (Mike Lewis) to 13 current full and part time employees today. St. PJ Supply Inc. has grown 250% since 2008 as business. Sales today are over 3 million in wholesale purchases by auto body shops and dealers statewide. Expanding to a new building is a must for this growing company.

## Objectives

Building project will be completed in 2015

## Description of Business

### Company Ownership/Legal Entity

Michael P Lewis and Staci Jo Lewis 1870 266<sup>th</sup> Road Seward NE 68434 are 50/50 owners of TWO CREEKS HOLDINGS, LLC and the leasing corporation St. PJ Supply Inc 1222 Elm Street Seward NE 68434.

### **Products and Services**

St. PJ Supply Inc which will lease the building sells auto body related good and service to 2/3 of the counties in Nebraska. Technical training and product training set this corporation apart from their competitors. This is a fast growing company which has continued to invest in growth. Color tinting , paint mixing , tools and supplies are a key part of St. PJ Supply Inc. success. Whole sale paint sold to body shops is 80 % of revenue. This is the only wholesale paint and body shop supply provider in the county.

### **PROPOSED PROJECT SITE**

SEWARD HM & R ADDITION BLOCK 45 LOTS 10-12 & W 35' ADK VAC 12<sup>TH</sup> STREET AND ADJ VAC SOUTH STREET

### **Description of the Proposed Project**

85 x 55 steel Behlen building , 20 ft side wall, r-36 insulation, high efficient floor heat, 750 sq office space and 4300 sq retail / warehouse.

7000 sq ft parking area.

### **Land Use**

Site will be zoned as a Business Support Services Building

Zoning is Urban Corridor for the lot.

## APPENDIX

**EMPLOYMENT PLANS** PLANS TO ADD 2 – 3 POSITIONS FULL TIME IN THE NEXT 1 – 3 YEARS. AVERAGE SALARY FOR CURRENT EMPLOYEES IS OVER 15 DOLLARS PER HOUR. AND AS HIGH AS 25 PER HOUR FOR TECHNICAL POSITIONS. SIMPLE IRA MATCH IS OFFERED ALL CURRENT AND FUTURE EMPLOYEES AS WELL AS PROFIT SHARING. CURRENT STAFF OF THE TENTANT OF THIS BUILDING HAS GROWN BY 7 POSITIONS SINCE 2008.

**ANNUAL INCOME AND EXPENSE FOR TWO CREEKS HOLDING LLC.** - Since this is a start up LLC there is no previous history of tax return.

Annual rent for this building will be \$36000.00 and leasing corporation will pay property tax, insurance, fees.

Annual loan payments will total \$26580.00 generating \$9420 free cash flow.

St. PJ Supply Inc tenant (owned by TIF applicant) has been in business 21 years. With long history and stable financials that make this a simple and stable rental property.

### Estimated Tax Increment

Property valuation estimated value at \$72 dollars per sq x 4675 = \$336600.00 less (current value) \$13871.00 = \$327404 TIF improvement x 1.73 mil

5664.09 in new taxes. \$ 72 per square figure in based on the Dollar General Store value \$650,000.00 / 9000 sq = \$72 per square . Similar style ,  
frontage.

### Purposed Financing

TIF- REQUEST FOR - [SELECT DATE]

Cattle Bank	\$260000.00
Equilty	\$ 50000.00
Tif	\$56000.00
Total	\$366000.00

#### TIF / BENEFITS

The city will get an excellent taxable property . This building will be built with sprinkler system for highest safety. Flammable storage room to code.

The property will add a very nice addition to the Hwy 34 corridor. The property will have attractive signage and landscape to add appeal to the area.

With a growing and vibrant tentant this property will add jobs and revenue for the long term.

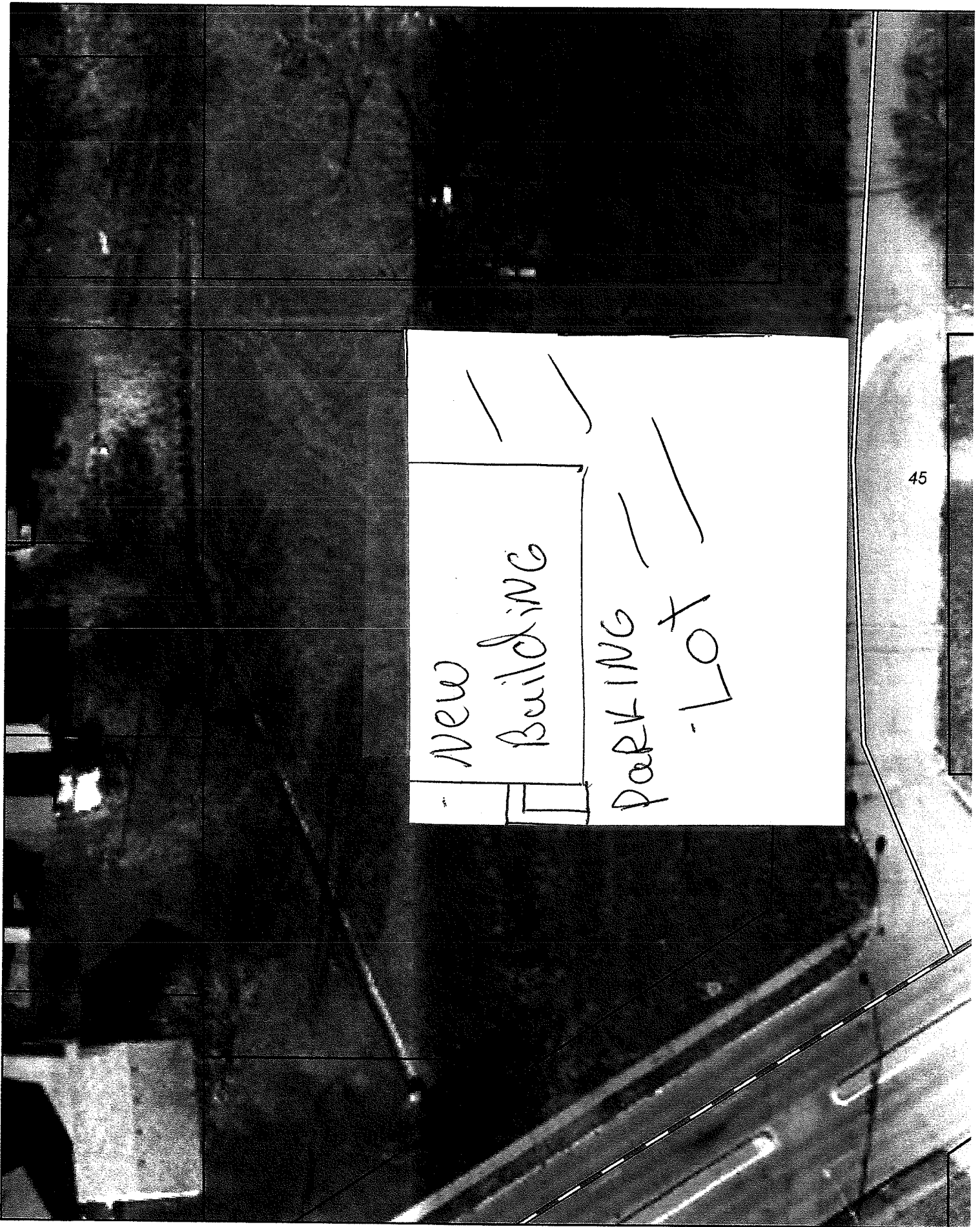
#### Statement of necessity

Without TIF funding this project would probably not be completed. The uses of TIF fund make this lot usable with improvements made by TIF funding. Such as the retaining wall and city main cost. This site has no utilities and no improvement so without the TIF we would probable not consider building on this lot.



0 15 30 60 Feet





45



0 15 30 60 Feet

TWO CREEK ESTIMATES				
Items	Notes	Real \$\$	Estimate\$\$	Tifable
Water in City			2500	2500
Sewer in City			2000	2000
Electrical in City		3800	3800	3800
Retaining Wall		11775	11775	11775
Floor Heat			25000	25000
parking lot concrete		35100	35100	35100
Land Cost			30000	30000
Site Cost - Gas			0	
Concret Floor			29055	
Concret Footing			6275	
Building		120000	120000	
Electrical in Building			33700	
Plumbling			7000	
Sprinklers		16100	16100	
Fire Alarm			5000	
Fire Wall & Room			3000	
equipment mix room			10500	
Framing Office			5084	
Sheet Rock			2000	
Stairs Metal x z			2000	
H VAC			16111	
<b>TOTAL</b>			<b>366000</b>	<b>110175</b>

**Proposal**

Page No. \_\_\_\_\_ of \_\_\_\_\_ Page

**BLUE VALLEY CONTRACTING**1830 Deer Run Drive  
SEWARD, NEBRASKA 68434  
(402) 643-3005

PROPOSAL SUBMITTED TO <b>ST P</b>		PHONE <b>402-270-5392</b>	DATE <b>4/18/15</b>
STREET <b>1222 Elm St.</b>		JOB NAME	
CITY, STATE and ZIP CODE <b>Seward, NE 68434</b>		JOB LOCATION <b>Seward</b>	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

**8' x 147' Retaining wall # 11,775.00****Approx 6930 sq ft of Paving # 35,100.00**  
**= PARKING LOT =****We Propose** hereby to furnish material and labor — complete in accordance with above specifications, for the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_)

Payment to be made as follows: \_\_\_\_\_

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature **[Signature]**Note: This proposal may be withdrawn by us if not accepted within **90** day(s).**Acceptance of Proposal** — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized \_\_\_\_\_ Signature \_\_\_\_\_

COUNT NO. \_\_\_\_\_

**CITY OF SEWARD  
ELECTRIC DEPARTMENT  
JOB WORK ORDER**

Ruth

1853

CUSTOMER ORDER \_\_\_\_\_

BILL TO Estimate for Bern Kralik

ORDER TAKEN BY \_\_\_\_\_

ADDRESS \_\_\_\_\_

DATE ORDERS 3-27-15CITY & STATE Relocation of Primary wire

JOB NAME &amp; LOCATION \_\_\_\_\_

DAY WORK

OVERTIME

## MATERIAL LIST

QUAN.	INVENTORY NO.	DESCRIPTION	UNIT PRICE		PRICE	
600'		1/2 15 KV wire	300' @	2 40	720	00
100'		2" Roll Conduit	300' @	80	240	00
1		40' Wood Pole	354	00	354	00
1		8' Wood Arm	36	25	36	25
2		Single Phase Cutout & Arrestor Brackets	2 @	50 40	100	80
1		Anchor	44	63	44	63
35'		Guystrand	35' @	49	17	15
20'		2" Rigid Conduit	20' @	2 40	48	00
30'		2" PVC Conduit	30' @	60	18	00
		Miscellaneous Material			25	00
2		1/2 Terminators	2 @	38 00	76	00
1		3KV Arrestor	32	25	32	25
1		100 Amp Cutout	74	00	74	00
		25 % Restocking Fee			446	52

HOURS		AMOUNT	TOTAL MATERIALS	
			2232	60
1	Backhoe @ \$75.00/Hour	75 00	TAX 7 %	156 28
	150' Trenching & Backfilling @ \$1.00/foot	150 00		
2	Bucket Truck @ \$100.00/Hour	200 00		
12	Man Hours @ \$27.16/Hour	325 92		
1	Digger Derrick @ \$100.00/Hour	100 00	TOTAL LABOR	1480 92
	Directional Boring @ \$10.00/ft. 63'	630 00		
	TOTAL LABOR	1480 92		
			TOTAL	3869 80

*Carsten Dueske*  
SIGNATURE

Parcel Information	
<b>Parcel ID</b>	800084187
<b>Links</b>	
<b>Current Owner</b>	LEWIS/MICHAEL P & STACI J
<b>Mailing Address</b>	PO BOX 68 SEWARD, NE 68434-0068
<b>Situs Address</b>	
<b>Tax District</b>	5
<b>School District</b>	401 (Seward SD9)
<b>Legal Description</b>	SEWARD H M & R ADDITION BLOCK 45 LOTS 10-12 & W 35'ADJ VAC 12TH ST & ADJ VAC SOUTH ST

Current Value Information			
<u>Land Value</u>	<u>Dwelling Value</u>	<u>Improvement Value</u>	<u>Total Value</u>
\$13,871	\$0	\$0	\$13,871

Prior Year Value Information				
<u>Year</u>	<u>Land Value</u>	<u>Dwelling Value</u>	<u>Improvement Value</u>	<u>Total Value</u>
2013	16,606	0	0	16,606
2012	16,606	0	0	16,606
2011	17,419	0	0	17,419
2010	17,419	0	0	17,419
2009	17,419	0	0	17,419

Yearly Tax Information		
<u>Year</u>	<u>Amount</u>	<u>Levy</u>
2014	230.8600	1.735900

2014 Tax Levy	
<u>Description</u>	<u>Rate</u>
County General	0.227638
Seward County Debt Service	0.014662
Seward County Veterans Aid	0.000177
Seward General Fund	0.318000
Seward School General	0.862678
Qual Cap Purpose Fund	0.010540
Seward SD9 Spec Bldg	0.020000
Seward HS 2000 Bond	0.025186
Seward MS 2010 Bond	0.098903
ED Service Unit 6 Gen	0.015000
UBB General	0.028333
SE Comm College General	0.049800
SECC Cap Improvement Fund	0.010000
Ag Society General	0.020000
Seward Airport General	0.019736
Seward Airport Bond	0.015264



May 7, 2015

Mr. Mike Lewis  
St. P. J.'s Supply, Inc./Two Creeks Holdings, LLC  
1221 Highway 34 West  
Seward, NE 68434

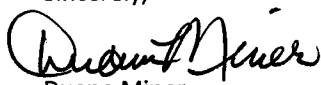
RE: Construction and term financing of new commercial building – address -TBD

Dear Mike,

The Cattle National Bank and Trust has approved your request for a real estate loan for the construction and term financing of a commercial building on West Hiway 34, Seward, NE. This commitment is for a loan up to \$300,000 depending on final costs. This commitment expires on December 31, 2015.

We appreciate the opportunity and look forward to the chance to be of service. Please do not hesitate to call or e-mail if additional information is needed.

Sincerely,

  
Duane Miner  
Executive Vice President



104 South 5th • P.O. Box 467 • Seward, NE 68434-0467  
Phone: 1-402-643-3636 • Fax: 1-402-643-3099 • www.cattlebank.com • E-mail: info@cattlebank.com

1550 South Coddington Ave., Suite R • Lincoln, Ne 68522  
Phone:: 1-402-434-7400 • Fax 1-402-434-7405



COMMUNITY REDEVELOPMENT AUTHORITY  
CITY OF SEWARD, NEBRASKA  
TWO CREEKS HOLDINGS, LLC  
May, 2015

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

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

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

a.	Estimate Base Project Area Valuation:	\$13,871
b.	Projected Completed Project Assessed Valuation:	\$336,600
c.	Projected Tax Increment Base (b. minus a.):	\$322,729
d.	Estimated Tax Levy:	1.735900
e.	Annual Projected Tax Shift:	\$5,602

*Note: The Projected Tax shift is based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax shift may vary materially from the projected amount.*

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

a. Public infrastructure improvements and impacts:

The Project anticipates expenditures of approximately \$360,000 for construction and installation of the Project and related and ancillary improvements. It is proposed that approximately \$55,000 of these expenditures will be financed with the proceeds of tax increment financing indebtedness, with the remaining balance to be paid by the Redeveloper. The projected sources and uses of the TIF indebtedness, which will be refined in the Redevelopment Agreement for this Project, are set forth in the TIF Sources and Uses chart on the attached Exhibit B. All expenditures financed by tax increment financing Indebtedness shall be eligible public expenditures. It is not anticipated that the Project will have a material adverse impact on existing public infrastructure.

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

The Project will create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of tax increment financing will defer receipt of a majority of new ad valorem real property taxes generated by the Project, it is intended to create a long term benefit and substantial increase in property taxes to the City and other local taxing jurisdictions. The Project should also generate immediate tax growth for the

City. The Project will include an amount of personal property that will be on the property tax rolls upon its acquisition and installation. Additionally, the City should realize revenue from sales tax paid by customers for goods sold at the retail store.

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

Redeveloper has a commitment to lease the building to St. PJ Supply, Inc. ("Tenant"). Tenant's operations are currently located at 1222 Elm Street in Seward, but Tenant needs to expand beyond its current 1,806 square foot facility. The Project will allow Tenant to move to the Project Site in the Redevelopment Area rather than potentially relocating to another location outside the Redevelopment Area or the City. It is beneficial for the City to retain its growing businesses, and this Project will facilitate the retention of Tenant and further the redevelopment of the Redevelopment Area. It is not anticipated that the Project will have a material adverse impact on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project.

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

The Project should not have a material impact on private sector businesses in and around the area outside the boundaries of the redevelopment project. The Project is not anticipated to impose a burden or have a negative impact on other local area employers. The Project will relocate an existing business so it may expand its operations and remain in the City. While this Project will create a vacancy in the Redevelopment Area, it is a vacancy that would be created regardless, since the Tenant needed to move out and expand. This vacancy can be seen as a positive, since it will free up an existing facility for a new business opportunity and potential further redevelopment.

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

The Project is anticipated to create 2 to 3 full time jobs in the City in the next one to three years. The Tenant has been steadily growing and has created seven new jobs since 2008. The Redeveloper is also planning energy efficiency upgrades that should positively affect its impact on community resources and the environment. The Project will include landscaping to the Site which will enhance the aesthetics of the Highway 34 corridor. Finally, the Project will increase the number of available public parking spaces for weekends and holidays, which has been a continuing goal of the CRA.

There are no other material impacts determined by the agency relevant to the consideration of the cost of benefits arising from the Project.

**6. Cost Benefit Analysis Conclusion:**



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

Approved by the Community Redevelopment Authority, City of Seward this \_\_\_\_ day of May, 2015.

\_\_\_\_\_  
E. Thomas Spunaugle, Chairman

\_\_\_\_\_  
Bonnie Otte, Secretary

## **EXHIBIT A**

### **PROJECT INFORMATION**

The Project will consist of the construction of an approximately 4,675 square foot commercial retail and warehouse facility, public parking improvements, and other associated improvements on the following real estate:

Lots 10-12, Block 45, H M & R Addition, and the West 35 feet of the adjacent vacated 12<sup>th</sup> Street and the adjacent vacated South Street, Seward County, Nebraska.

Exhibit A

## **EXHIBIT B**

### **PROJECTED TIF SOURCES AND USES**

#### **1. TIF SOURCES**

##### **Assumptions:**

Tax Levy	1.735900
Interest Rate	5.5%
Number of years	15

##### **Property Value**

##### **Assumptions:**

	Assessed Value	Estimated Taxes
Pre-Project	\$13,871	\$241
Completed Project	\$336,600	\$5,843
Difference	\$322,729	\$5,602

##### **TIF Calculations:**

Annual TIF Amount	\$5,602
Total TIF Amount	\$84,034
<b>Loan Amount</b>	<b>\$56,720</b>
less 3% Admin Fee	(\$1,702)
Total TIF Available	<b>\$55,019</b>

#### **2. TIF USES**

Cost of Issuance	TBD
Site Acquisition	\$30,000
Site Preparation & Retaining Wall	\$11,775
Utility Improvements	\$8,300
Public Parking Improvements	\$35,100
Total	\$85,175

4816-5486-1347, v. 1

Exhibit B

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

**(TWO CREEKS HOLDINGS PROJECT)**

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

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

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

**Description of the Project**

The project under consideration will consist of the construction of an approximately 4,675 square foot retail autobody facility and associated improvements on the Site (the "Project").

**Project**

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

The Site is currently vacant. Significant site preparation must be undertaken before the Site can be developed. Because of the condition of the

property and the upfront costs to remove the blighted and substandard conditions from the property, the Project is not feasible without the use of tax increment financing. The site acquisition required site preparation, stabilization and the construction of a retaining wall, extension of utilities, public parking facilities, and other aspects of the Project are eligible expenditures under the Act. The redevelopment of the Site pursuant to this Plan Amendment will include the construction of a new commercial autobody facility and other enhancements of the Project Site and Redevelopment Area. The project is anticipated to eliminate the current blight and substandard conditions of the Site and will further the purposes of the Act in conformity with the Redevelopment Plan.

Two Creeks Holdings, LLC (the “Redeveloper”), have submitted a proposal for the redevelopment of the Site to include the construction of new commercial autobody facility and associated improvements. Redeveloper will pay the costs of the private improvements, including the construction of the building. As part of the Project, the CRA shall capture available tax increment from the Site to assist in payment for the public improvements listed as eligible expenditures under the Act in the Redevelopment Area. Such public improvements may include, but are not limited to: site acquisition, site preparation, utility improvements, public parking improvements, energy efficiency enhancements, and other improvements deemed feasible and necessary in support of the public health, safety, and welfare which qualify as eligible expenditures for public improvements under the Act.

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

Approved by the Community Redevelopment Authority, City of Seward, on this \_\_\_\_ day of May, 2015.

\_\_\_\_\_  
E. Thomas Spunaugle, Chairman

\_\_\_\_\_  
Bonnie Otte, Secretary

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

The property is located at Highway 34 and South 12<sup>th</sup> Street and is legally described as follows:

Lots 10-12, Block 45, H M & R Addition, and the West 35 feet of the adjacent vacated 12<sup>th</sup> Street and the adjacent vacated South Street, Seward County, Nebraska.

Exhibit A

**EXHIBIT “B”**  
**Statutory Elements**

A. Property Acquisition, Demolition and Disposal

No public acquisition of private property, relocation of families or businesses, or the sale of property is necessary to accomplish the Project. The Redeveloper has a contractual right to purchase the property from the current owner, and the land will be purchased by Redeveloper.

B. Population Density

The proposed development at the project site is the construction of a commercial retail and warehouse facility which will not significantly affect population density in the project area.

C. Land Coverage

The Project will consist of constructing a commercial building consisting of retail, warehouse, and office space with approximately 4,675 square feet. The Project will also include an approximately 7,000 square foot parking lot. The Project Site is approximately 25,965 square feet. The Project will meet the applicable land-coverage ratios and zoning requirements as required by the City of Seward.

D. Traffic Flow, Street Layouts, and Street Grades

The Project Site is located on Highway 34. No adverse impacts are anticipated with respect to traffic flow, street layouts, and street grades.

E. Parking

The construction of the Project will include construction of all parking necessary to satisfy the parking requirements set forth in the applicable zoning district. The Project will include an approximately 7,000 square foot parking lot subject to a public parking license.

F. Zoning, Building Code, and Ordinances

The Site is located in the Urban Corridor zoning district. The building constructed as part of the Project will be classified as a Business Support Services Building, which is a permitted use in the applicable zoning district. No additional zoning, building code, or ordinance changes will be necessary for the Project.

4851-3416-7587, v. 1

Exhibit B

**REDEVELOPMENT AGREEMENT  
(Two Creeks Holdings Project)**

This Redevelopment Agreement is made and entered into as of the \_\_\_\_ day of June, 2015, by and between the Community Redevelopment Authority of the City of Seward, Nebraska (“CRA”) and Two Creeks Holdings, LLC, a Nebraska limited liability company (“Redeveloper”).

**RECITALS**

- A. The CRA is a duly organized and existing community redevelopment authority, a body politic and corporate under the laws of the State of Nebraska, with lawful power and authority to enter into this Redevelopment Agreement.
- B. The City of Seward, in furtherance of the purposes and pursuant to the provisions of Article VIII, Section 12 of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 to 18-2154, as amended (collectively the “Act”), has adopted a Redevelopment Plan for a blighted and substandard area designated by the City, including the Redevelopment Area.
- C. Redeveloper has contracted to purchase the Project Site which is located in the Redevelopment Area.
- D. Redeveloper submitted a redevelopment project proposal to redevelop the Project Site.
- E. The CRA has approved the Redeveloper’s proposed redevelopment project, including the utilization of tax-increment financing to provide for the construction of the eligible public improvements defined in this Redevelopment Agreement.
- F. CRA and Redeveloper desire to enter into this Redevelopment Agreement for redevelopment of the Project Site.

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

**ARTICLE I  
DEFINITIONS AND INTERPRETATION**

**Section 1.01      Terms Defined in this Redevelopment Agreement.**

Unless the context otherwise requires, the following terms shall have the following meanings for all purposes of this Redevelopment Agreement, such definitions to be equally applicable to both the singular and plural forms and masculine, feminine and neuter gender of any of the terms defined:



A. “Act” means Article VIII, Section 12 of the Nebraska Constitution, Neb. Rev. Stat. §§ 18-2101 through 18-2154, as amended, and acts amendatory thereof and supplemental thereto.

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

C. “County” means Seward County, Nebraska.

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

E. “Effective Date” means January 1, 2016.

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

G. “Minimum Project Valuation” means the amount of Three Hundred Thirty Six Thousand Six Hundred and No/100 Dollars (\$336,600.00).

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

I. “Project” means the work undertaken in the Redevelopment Area which is necessary or incidental to the proper clearance, development, or redevelopment of blighted and substandard conditions in the Redevelopment Area, which shall include improvements to the Project Site and adjacent thereto, including the Private Improvements and Public Improvements defined herein and described on Exhibit “A” attached and incorporated by this reference.

J. “Project Completion Date” means December 31, 2015.

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

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

M. “Redeveloper” means Two Creeks Holdings, LLC, a Nebraska limited liability company.

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

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

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

Q. “Tax Increment” means incremental ad valorem taxes generated by the Project which are allocated to and paid to the CRA pursuant to the Act, as more particularly described in Section 3.02 of this Redevelopment Agreement.

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

### **Section 1.02      Construction and Interpretation.**

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

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

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

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

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

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

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

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

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

## **ARTICLE II REPRESENTATIONS**

### **Section 2.01      Representations by the CRA.**

The CRA makes the following representations and findings:

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

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

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

### **Section 2.02      Representations of Redeveloper.**

Redeveloper makes the following representations and findings:

(a) Redeveloper is a Nebraska limited liability company, having the power to enter into this Redevelopment Agreement and perform all obligations contained herein and by proper action has been duly authorized to execute and deliver this Redevelopment Agreement.

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

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

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

## **ARTICLE III OBLIGATIONS OF THE CRA AND PUBLIC IMPROVEMENTS**

### **Section 3.01      Capture of Tax Increment.**

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

### **Section 3.02      Tax Increment.**

The term Tax Increment shall mean, in accordance with Neb. Rev. Stat. § 18-2147 of the Nebraska Community Development Law, the difference between the ad valorem tax which is produced by the tax levy (fixed each year by the County Board of Equalization) for the Project Site before the completion of the construction of the Private Improvements and the ad valorem tax which is produced by the tax levy for the Project Site after completion of construction of the Private Improvements as part of the Project. For this Project, the anticipated Tax Increment is the difference between the projected taxes payable for 2016 (after construction completion) and the taxes payable for 2015 (before completion of construction), as more particularly set forth on Exhibit "B".

### **Section 3.03      Issuance of TIF Indebtedness.**

(a) On or after thirty (30) days following the approval and execution of this Agreement, the CRA shall incur or issue Redeveloper TIF Indebtedness in the estimated amount of Fifty Six Thousand Seven Hundred Twenty and No/100 Dollars (\$56,720.00), as calculated on the attached and incorporated Exhibit "B", to be purchased by the Redeveloper or a lender of the Redeveloper. The Redeveloper TIF Indebtedness, which shall be in the form of a TIF Promissory Note, shall not be a general obligation of the CRA or City which shall issue such Note solely as a conduit. The Redeveloper shall locate a lender or other entity to acquire and fund the acquisition of the TIF Note for this Redeveloper TIF Indebtedness. The Redeveloper Indebtedness shall be secured by a pledge or assignment of the Tax Increment or otherwise secured by the Redeveloper as required by the lender.

(b) The parties acknowledge that there are additional eligible public improvements within the Redevelopment Area that would benefit the Project and the City including, but not limited to, additional street and infrastructure improvements, utility improvements, public space enhancements, public facility

improvements, landscaping, the implementation and financing of a CRA program of voluntary or compulsory repair, rehabilitation, or demolition of buildings and other improvements in accordance with the Redevelopment Plan, and the removal of blighted and substandard conditions, that are being included in the Project as CRA Improvements. If the Redeveloper TIF Indebtedness is fully repaid prior to the end of the fifteen (15) year tax increment capture period, the CRA shall have the right to incur or issue CRA TIF Indebtedness in an amount reasonably determined by the CRA to be used for the construction and completion of the CRA Improvements. The CRA TIF Indebtedness may be issued in the form of a CRA TIF promissory note, loan, advance of money, or any form of indebtedness incurred by the CRA, and the CRA shall capture any remaining Tax Increment to pay the CRA TIF Indebtedness in the Redevelopment Area. The CRA TIF Indebtedness shall in no case be a general obligation of the CRA or City.

#### **Section 3.04      Use of TIF Indebtedness.**

(a) CRA will collect the Tax Increment and use said Tax Increment to pay debt service on the TIF Indebtedness incurred as provided in Section 3.03 of this Redevelopment Agreement. Notwithstanding the foregoing, the amount of the Redeveloper TIF Indebtedness that the CRA agrees to service and repay with the Tax Increment shall not exceed the amount of the Eligible Project Costs certified pursuant to Section 4.02. In addition, the CRA shall retain an amount sufficient to pay its reasonable and necessary cost of issuance, including attorney fees, and a CRA administration fee in the amount of three percent (3%) of the Redeveloper TIF Indebtedness. The Tax Increment, less the CRA's costs set forth above, shall be paid pursuant to the terms and schedules of any TIF Promissory Note or TIF resolution issued by the CRA relating to this Project.

(b) Upon the repayment in full of the Redeveloper TIF Indebtedness, the CRA shall retain the Tax Increment to pay the CRA TIF Indebtedness, if the CRA issues or incurs any CRA TIF Indebtedness pursuant to Section 3.03(b). The CRA shall not be obligated to issue any CRA TIF Indebtedness.

#### **Section 3.05      Creation of Fund.**

CRA will create a special fund to collect and hold the receipts of the Tax Increment. Such special fund shall be used for no purpose other than to: (1) pay TIF Indebtedness issued pursuant to Section 3.03 above; and (2) hold any Tax Increment until such time as the CRA commences the public improvements and incurs the CRA TIF Indebtedness described in Section 3.03(b).

#### **Section 3.06      Projected TIF Sources and Uses.**

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

### **ARTICLE IV**

## **OBLIGATIONS OF REDEVELOPER**

### **Section 4.01      Construction of Project; Insurance.**

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

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

(c) Redeveloper shall have no obligation to construct or complete any CRA improvements that will be constructed with the CRA TIF Indebtedness, pursuant to Section 3.03(b) of this Redevelopment Agreement.

### **Section 4.02      Cost Certification.**

Redeveloper shall submit to CRA a certification of Eligible Project Costs, after expenditure of such project costs. Redeveloper may, at its option, submit one or more partial Eligible Project Costs Certifications prior to expenditure of all Eligible Project Costs providing certification of receipt of billings for work in progress. All Eligible Project Costs Certifications shall be subject to review and approval by the CRA. Determinations by the CRA whether costs included in the Eligible Project Costs Certification are properly included in Eligible Project

Costs as defined in this Agreement shall be made in its sole discretion and shall be conclusive and binding on Redeveloper.

**Section 4.03      No Discrimination.**

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

**Section 4.04      Pay Real Estate Taxes.**

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

(b) If, during the period of this Agreement, the Project Site is assessed at less than the Minimum Project Valuation, Redeveloper shall either: (1) successfully protest the valuation of the Project Site upwards such that the valuation is equal to or greater than the Minimum Project Valuation; or (2) make a payment in lieu of taxes in the amount the anticipated Tax Increment, as defined in Exhibit "B", exceeds the actual Tax Increment.

**Section 4.05      Parking Lot License.** Redeveloper shall grant to the City a Parking Lot License in the form attached hereto as Exhibit "E". The grant of said license shall be at no cost to the City.

**Section 4.06      No Assignment or Conveyance.**

Redeveloper shall not convey, assign or transfer the Project Site or any interest therein prior to the termination of the 15 year period commencing on the Effective Date specified in Section 3.01 hereof without the prior written consent of the CRA, which shall not be unreasonably withheld and which the CRA may make subject to any terms or conditions it reasonably deems appropriate, except for the following conveyance, which shall be permitted without consent of the CRA:

(a) any conveyance as security for indebtedness (i) previously incurred by Redeveloper or incurred by Redeveloper after the effective date for Project costs or any subsequent physical improvements to the premises with the outstanding principal amount of all such indebtedness (whether incurred prior to or after the effective date of this Agreement) secured by the Project Site which shall have lien priority over the obligations of Redeveloper pursuant to this Redevelopment Agreement, or (ii) any additional or subsequent conveyance as security for indebtedness incurred by Redeveloper for Project costs or any subsequent physical improvements to the premises provided that any such conveyance shall be subject to the obligations of Redeveloper pursuant to this Redevelopment Agreement.

## **ARTICLE V FINANCING PROJECT; ENCUMBRANCES**

### **Section 5.01      Financing.**

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

(b) Notwithstanding Redeveloper's obligation above, the CRA shall pay the cost of and shall be responsible for arranging all necessary financing for any CRA improvements that shall be constructed utilizing the CRA TIF Indebtedness, pursuant to Section 3.03(b) of this Redevelopment Agreement.

### **Section 5.02      Encumbrances.**

Redeveloper shall not create any lien, encumbrance or mortgage on the Project or the Project Site except, (a) encumbrances which secure indebtedness incurred to acquire, construct and equip the Project or for any other physical improvements to the Project Site, (b) easements and rights of entry granted by Redeveloper, (c) construction and materialman liens that may be filed in connection with the construction of the Private Improvements so long as any such lien is discharged or bonded within 90 days of completion of the Private Improvements, and (d) any other liens so long as any such lien is satisfied and released or substitute security is posted in lieu thereof within 90 days of Redeveloper receiving notice thereof.

## **ARTICLE VI DEFAULT, REMEDIES; INDEMNIFICATION**

### **Section 6.01      General Remedies of the CRA and Redeveloper.**

Subject to the further provisions of this Article VI, in the event of any failure to perform or breach of this Redevelopment Agreement or any of its terms or conditions, by either party hereto or any successor to such party, such party, or



successor, shall, upon written notice from the other, proceed immediately to commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. In case such action is not taken, or diligently pursued, or the failure to perform or breach shall not be cured or remedied within a reasonable time, this Redevelopment Agreement shall be in default and the aggrieved party may institute such proceedings as may be necessary or desirable to enforce its rights under this Redevelopment Agreement, including, but not limited to, proceedings to compel specific performance by the party failing to perform or in breach of its obligations; provided that, in view of the additional remedies of the CRA set out in Section 6.02, the remedy of specific performance by Redeveloper shall not include or be construed to include the covenant to build or construct the Private Improvements or Project.

### **Section 6.02      Additional Remedies of the CRA.**

In the event that:

(a) Redeveloper, or successor in interest, shall fail to complete the construction of the Project on or before the Project Completion Date, or shall abandon construction work for any period of 120 days (not including any period covered pursuant to the terms of Section 6.04 below);

(b) Redeveloper, or successor in interest, shall fail to pay real estate taxes or assessments on the Project Site or any part thereof when due, and such taxes or assessments or payments in lieu of taxes shall not have been paid, or provisions satisfactory to the CRA made for such payment within thirty (30) days following written notice from the CRA;

(c) Redeveloper does not maintain an assessed valuation equal to or greater than the Minimum Project Valuation for the Project Site for the term of this Agreement and fails to satisfy the obligations of Section 4.04(b) of this Agreement; or

(d) There is, in violation of Section 4.05 of this Redevelopment Agreement, transfer of the Project Site or any part thereof, and such failure or action by Redeveloper has not been cured within 30 days following written notice from the CRA,

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

### **Section 6.03      Remedies in the Event of Other Redeveloper Defaults.**

In the event Redeveloper fails to perform any other provisions of this Redevelopment Agreement (other than those specific provisions contained in Section 6.02), and such failure has not been cured within 30 days following written notice from the CRA, then Redeveloper shall be in default. In such an instance, the CRA may seek to enforce the terms of this Redevelopment Agreement or exercise any other remedies that may be provided in this Redevelopment Agreement or by applicable law; provided, however, that the default covered by this Section shall not give rise to a right or rescission or termination of this Redevelopment Agreement.

#### **Section 6.04      Limitation of Liability; Indemnification.**

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

(b) Redeveloper agrees to indemnify, defend (at the CRA's and/or the City's option) and hold harmless the CRA, the City, their respective employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings and reasonable attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or willful misconduct of Redeveloper, its employees, agents, officers, contractors or subcontractors, or Redeveloper's performance or failure to perform under the terms and conditions of this Redevelopment Agreement. Such indemnification, hold harmless and defense obligation shall exclude only such liability actions as arise directly out of acts, omissions, or the sole negligence or willful misconduct of the CRA or the City. The indemnification and defense obligations set forth herein shall survive the termination of this Redevelopment Agreement.

### **ARTICLE VII MISCELLANEOUS**

**Section 7.01      Memorandum.**

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

**Section 7.02      Governing Law.**

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

**Section 7.03      Binding Effect; Amendment.**

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

**Section 7.04      No Agency or Partnership.**

This Redevelopment Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between the CRA and the City, on the one hand, and Redeveloper, on the other hand, nor between the CRA and the City, on the one hand, and any officer, employee, contractor or representative of Redeveloper, on the other hand. No joint employment is intended or created by this Redevelopment Agreement for any purpose. Redeveloper agrees to so inform its employees, agents, contractors and subcontractors who are involved in the implementation of or construction under this Redevelopment Agreement.

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

**[Signature and Notary Pages to Follow]**

**“CRA”**

COMMUNITY REDEVELOPMENT  
AUTHORITY OF THE CITY OF  
SEWARD, NEBRASKA

ATTEST:

By: \_\_\_\_\_  
Bonnie Otte, Secretary

By: \_\_\_\_\_  
E. Thomas Spunaugle, Chairman

STATE OF NEBRASKA    )  
                                      ) ss.  
COUNTY OF SEWARD    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of June, 2015, by E. Thomas Spunaugle and Bonnie Otte, Chairman and Secretary respectively of the Community Redevelopment Authority of the City of Seward, Nebraska, a public body corporate and politic, on behalf of the Authority.

\_\_\_\_\_  
Notary Public

**“REDEVELOPER”**

TWO CREEKS HOLDINGS, LLC, a Nebraska  
limited liability company

By: \_\_\_\_\_  
Michael Lewis, President

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF SEWARD     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of June,  
2015, by Michael Lewis, President of Two Creeks Holdings, LLC, a Nebraska  
limited liability company, on behalf of the company.

\_\_\_\_\_  
Notary Public

## **EXHIBIT “A”**

### **DESCRIPTION OF PROJECT**

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

Lots 10-12, Block 45, H M & R Addition, and the West 35 feet of the adjacent vacated 12<sup>th</sup> Street and the adjacent vacated South Street, Seward County, Nebraska (the “Project Site”)

shall consist of the following:

- (a) **Private Improvements.** The construction of an approximately 4,675 square foot autobody retail and warehouse facility, and the associated improvements within the Redevelopment Area.
- (b) **Public Improvements.** Site acquisition, site preparation and stabilization, utility improvements, public parking improvements, and other eligible public improvements on the Project Site and in the Redevelopment Area, which public improvements are eligible improvements under the Act pursuant to this Redevelopment Agreement; paid for, in part, by the Tax Increment created by the Private Improvements.

Exhibit “A”

## **EXHIBIT “B”**

### **REDEVELOPER TIF INDEBTEDNESS**

1. **Principal Amount.** The principal amount of the Redeveloper TIF Indebtedness shall be the amount, together with interest accruing thereon, which can be amortized by the Maturity Date, solely from the Tax Increment Revenues based upon the current aggregate ad valorem tax rate applicable to the Project Site multiplied by an assumed valuation of \$336,600, subject to required debt service coverage, required reserve, and cost of issuance.
2. **Anticipated Tax Increment:** \$5,602 annually. The ad valorem taxes shall be divided for a period not to exceed 15 years, starting with the 2016 tax year (collected in 2017) through the 2030 tax year (collected in 2031).
3. **Payments.** Semi-annually with interest only until real estate taxes are fully collected for the tax year 2016 in an amount sufficient to fully amortize the TIF Indebtedness on or before the Maturity Date.
4. **Maturity Date.** On or before December 31, 2031.

Exhibit “B”

## EXHIBIT "C"

### PROJECTED TIF SOURCES AND USES

#### 1. TIF SOURCES

##### Assumptions:

Tax Levy	1.735900
Interest Rate	5.5%
Number of years	15

##### Property Value

##### Assumptions:

	Assessed Value	Estimated Taxes
Pre-Project	\$13,871	\$241
Completed Project	\$336,600	\$5,843
Difference	\$322,729	\$5,602

##### TIF Calculations:

Annual TIF Amount	\$5,602
Total TIF Amount	\$84,030
<b>Loan Amount</b>	<b>\$56,751</b>
less 3% Admin Fee	(\$1,702)
Total TIF Available	<b>\$55,019</b>

#### 2. TIF USES

Cost of Issuance	TBD
Site Acquisition	\$30,000
Site Preparation/Stabilization	\$11,775
Utility Improvements	\$8,300
Parking Improvements	\$35,100
Total	\$85,175

Exhibit "C"

1



**EXHIBIT “D”**

**CERTIFICATE OF COMPLETION OF IMPROVEMENTS  
(Two Creeks Holdings Project)**

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

Lots 10-12, Block 45, H M & R Addition, and the West 35 feet of the adjacent vacated 12<sup>th</sup> Street and the adjacent vacated South Street, Seward County, Nebraska,

that the Private Improvements required to be constructed by the Redeveloper upon the above described property have been satisfactorily completed in accordance with the requirements of the Redevelopment Agreement dated \_\_\_\_\_, 2015, as referenced in the Memorandum of Redevelopment Agreement recorded as Instrument No. \_\_\_\_\_ in the office of the Register of Deeds for Seward County, Nebraska.

**“REDEVELOPER”**

TWO CREEKS HOLDINGS, LLC, a Nebraska  
limited liability company

By: \_\_\_\_\_  
Michael Lewis, President

Exhibit “D”

1

STATE OF NEBRASKA     )  
                                      ) ss.  
COUNTY OF SEWARD     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by Michael Lewis, President of Two Creeks Holdings, LLC, a Nebraska limited liability company, on behalf of the company.

\_\_\_\_\_  
Notary Public

ACCEPTED by the Community Redevelopment Authority of the City of Seward, Nebraska this \_\_\_\_ day of \_\_\_\_\_, 2015.

**“CRA”**

COMMUNITY REDEVELOPMENT  
AUTHORITY OF THE CITY OF  
SEWARD, NEBRASKA

ATTEST:

By: \_\_\_\_\_  
Bonnie Otte, Secretary

By: \_\_\_\_\_  
E. Thomas Spunaugle, Chairman

STATE OF NEBRASKA     )  
                                      ) ss.  
COUNTY OF SEWARD     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by E. Thomas Spunaugle and Bonnie Otte, Chairman and Secretary respectively of the Community Redevelopment Authority of the City of Seward, Nebraska, a public body corporate and politic, on behalf of the Authority.

\_\_\_\_\_  
Notary Public

Exhibit “D”

2

## **EXHIBIT “E”**

### **PARKING LOT LICENSE AGREEMENT (Two Creeks Holdings Project)**

This PARKING LOT LICENSE AGREEMENT (the “Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2015 by and between Two Creeks Holdings, LLC, a Nebraska limited liability company (“Licensor”), and the Community Redevelopment Authority of the City of Seward, Nebraska (“Licensee”).

#### **RECITALS**

- A. Licensor owns certain real estate located in Seward, Seward County, Nebraska, legally described as:

Lots 10-12, Block 45, H M & R Addition, and the West 35 feet of the adjacent vacated 12<sup>th</sup> Street and the adjacent vacated South Street, Seward County, Nebraska (the “Property”).
- B. Licensor entered into a Redevelopment Agreement (the “Redevelopment Agreement”) with the Community Redevelopment Authority of the City of Seward (“CRA”) for the construction of an approximately 4,675 square foot autobody retail and warehouse facility, and the associated improvements located on the Property.
- C. Pursuant to the Redevelopment Agreement, and to ameliorate the blighted and substandard conditions of the Property, Licensor agrees to grant a nonexclusive limited license to the public to use the commercial parking lot located on the Property (the “Parking Lot”). Under the Redevelopment Agreement, Licensor is receiving financial assistance from the CRA to improve the Parking Lot provided that the public is granted certain rights to use the Parking Lot. The Parking Lot, as defined herein, shall not include any parking facilities that are solely constructed for the autobody, retail and warehouse facility.
- D. This Agreement sets forth the parties’ rights and obligations with respect to the license on the Parking Lot.

Exhibit “E”

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein and in the Redevelopment Agreement, Licensors and Licensee do now hereby agree as follows:

1. Parking Lot License. Licensors hereby grants to Licensee, for the benefit of the public, a nonexclusive limited license for non-commercial vehicular parking in the Parking Lot during Permitted Non-Business Hours (as defined below), in accordance with the following conditions:

a. This Agreement shall grant the public rights solely for the parking of non-commercial vehicles and vehicular ingress and egress from the public street to the Parking Lot.

b. Nothing in this Agreement is intended to permit any of the following enumerated or similar activities by the public in the Parking Lot: loitering, partying, demonstrating, picketing, soliciting, begging, littering, sunbathing, consuming alcoholic beverages, carrying firearms, erecting signs or displays, engaging in any illegal, offensive, indecent, obscene, vulgar, lewd or disorderly speech, dress or conduct, or otherwise disturbing the peace.

c. Licensors shall have the right to deny access to the Parking Lot to persons who are disorderly or intoxicated or engaging in any of the activities identified in subsection b. above.

d. For the purposes of this Agreement, "Permitted Non-Business Hours" are defined as:

- 6:00 p.m. to 1:00 a.m., Monday-Friday (except Holidays)
- 7:00 a.m. to 1:00 a.m., Saturday, Sunday, and Holidays

"Holidays" shall include all days officially designated as a Holiday by the City of Seward.

e. Licensors shall have the right to deny public access to the Parking Lot and remove unauthorized vehicles in the Parking Lot during any time outside of the Permitted Non-Business Hours.

f. Licensors shall have the right to post and enforce any reasonable requirements regarding the use of the parking lot, including but not limited to reservation of certain stalls for handicapped or other designated users, time limits per parking session, and any other requirements it deems appropriate.

2. Authorized Use. Licensee shall be entitled to use the Parking Lot solely for the limited uses specified in this Agreement during the permitted hours specified in the Agreement and for no other purposes whatsoever.

Exhibit "E"

2

3. Private Property. The Parking Lot shall at all times remain the private property of the Licensor and nothing in this Agreement or the granting of this License shall be deemed to create or constitute a public forum, limited or otherwise.

4. Maintenance and Upkeep. Licensor shall perform all ordinary and/or necessary maintenance and repairs on the Parking Lot. Licensee shall have no responsibility to provide or pay for any security, upkeep, maintenance services or repairs related to use of the Parking Lot.

5. Indemnification. Licensor shall defend, indemnify and hold Licensee harmless from and against any liability, claims, suits, demands, judgments (including costs, expenses and attorneys fees), resulting from actions or claims by third parties or defaults under this Agreement by Licensor arising out of the license on the Parking Lot.

6. Term. This Agreement shall be for a term of fifteen (15) years. Provided, however, this Agreement shall terminate at any earlier date that the Redevelopment Agreement is terminated and is no longer in effect.

7. Insurance. Licensor, at its expense, shall (i) keep the Parking Lot insured under a standard form of insurance policy against loss or damage resulting from fire or other perils normally insured under uniform standard extended coverage endorsement; and (ii) carry and maintain comprehensive public liability insurance.

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

**[Signature and Notary Page Follows]**

Exhibit "E"

3

**“LICENSOR”**

TWO CREEKS HOLDINGS, LLC, a  
Nebraska limited liability company

\_\_\_\_\_  
Michael Lewis, President

STATE OF NEBRASKA     )  
                                      ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by Michael Lewis, President of Two Creeks Holdings, LLC, a Nebraska limited liability company, on behalf of the company.

\_\_\_\_\_  
Notary Public

**“LICENSEE”**

COMMUNITY REDEVELOPMENT  
AUTHORITY OF THE CITY OF  
SEWARD, NEBRASKA

ATTEST:

By: \_\_\_\_\_ By: \_\_\_\_\_  
Bonnie Otte, Secretary E. Thomas Spunaugle, Chairman

STATE OF NEBRASKA     )  
                                      ) ss.  
COUNTY OF SEWARD     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by E. Thomas Spunaugle and Bonnie Otte, Chairman and Secretary respectively of the Community Redevelopment Authority of the City of Seward, Nebraska, a public body corporate and politic, on behalf of the Authority.

\_\_\_\_\_  
Notary Public

Exhibit “E”

4

## **EXHIBIT “F”**

### **MEMORANDUM OF REDEVELOPMENT AGREEMENT (Two Creeks Holdings Project)**

This Memorandum of Redevelopment Agreement (“Memorandum”) is made this \_\_\_\_ day of June, 2015 by and between the Community Redevelopment Authority of the City of Seward, Nebraska (“CRA”) and Two Creeks Holdings, LLC, a Nebraska limited liability company (“Redeveloper”).

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

Lots 10-12, Block 45, H M & R Addition, and the West 35 feet of the adjacent vacated 12<sup>th</sup> Street and the adjacent vacated South Street, Seward County, Nebraska (the “Project Site”).

2. **Tax Increment Financing.** The Redevelopment Agreement provides for the capture of the Tax Increment, as defined therein, by the CRA of the private improvements to be made by the Redeveloper for a period not to exceed fifteen (15) years after the Project Effective Date of January 1, 2016. The Tax Increment so captured by the CRA shall be used to make the public improvements as described in the Redevelopment Agreement.

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

[SIGNATURE PAGES TO FOLLOW]

Exhibit “F”

1

**“CRA”**

COMMUNITY REDEVELOPMENT  
AUTHORITY OF THE CITY OF  
SEWARD, NEBRASKA

ATTEST:

By: \_\_\_\_\_  
Bonnie Otte, Secretary

By: \_\_\_\_\_  
E. Thomas Spunaugle, Chairman

STATE OF NEBRASKA     )  
                                      ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of June, 2015, by E. Thomas Spunaugle and Bonnie Otte, Chairman and Secretary respectively of the Community Redevelopment Authority of the City of Seward, Nebraska, a public body corporate and politic, on behalf of the Authority.

\_\_\_\_\_  
Notary Public

Exhibit “F”

2



**“REDEVELOPER”**

TWO CREEKS HOLDINGS, LLC, a Nebraska  
limited liability company

By: \_\_\_\_\_  
Michael Lewis, President

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF SEWARD    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of June,  
2015, by Michael Lewis, President of Two Creeks Holdings, LLC, a Nebraska  
limited liability company, on behalf of the company.

\_\_\_\_\_  
Notary Public

4840-7399-6836, v. 1

Exhibit “F”

3

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

Registered

Registered

No. 1

\$\_\_\_\_\_

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

COMMUNITY REDEVELOPMENT REVENUE NOTE  
(TWO CREEKS HOLDINGS PROJECT)  
SERIES 2015A

Maturity Date	Original Issuance Date
December 15, 2031	_____, 2015

Registered Holder	Principal Amount
	[\$TBD]

Interest Rate:
[TBD]

THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF SEWARD, NEBRASKA (the “Issuer”), a body politic and corporate organized and existing under the laws of the State of Nebraska, for value received hereby promises to pay, solely from the source and as hereinafter provided, to the Registered Holder identified above, or registered assigns, the Principal Amount identified above at the office of the Seward City Treasurer, as Paying Agent and Registrar, and in like manner to pay solely from said source interest on said principal sum at the Interest Rate identified above from the Original Issuance Date identified above or from the most recent date to which interest has not been paid. Accrued Interest shall be payable in three (3) installments due December 15, 2015, June 15, 2016, and December 15, 2016. Thereafter principal and accrued interest shall be payable in thirty (30) semi-annual installments due June 15, 2017, December 15, 2017, and each June 15 and December 15 thereafter through December 15, 2031, when all principal and accrued interest shall be due and

payable. Except with respect to interest not punctually paid, the principal and interest on this Note will be paid by check or draft mailed to the Registered Holder in whose name this Note is registered at the close of business on the fifteenth calendar day next preceding the applicable maturity date at his address as it appears on such note registration books. The principal and interest of this Note is payable in any coin or currency of the United States of America which on the respective dates of payment is legal tender for the payment of public and private debts.

This Note is designated The Community Redevelopment Authority of the City of Seward, Nebraska Redevelopment Revenue Note (Two Creeks Holdings Project), Series 2015A, aggregating \_\_\_\_\_ and No/100 Dollars (\$\_\_\_\_\_) (the "Note") in principal amount which have been issued pursuant to the Section 12 of Article VIII of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 through 18-2154, as amended and supplemented (the "Act") and under and pursuant to a Redevelopment Agreement between Issuer the Redeveloper on the above-referenced project, to aid in the financing of a redevelopment project pursuant to the Act. This Note does not represent a debt or pledge of the faith or credit of the Issuer or grant to the Registered Holder of this Note any right to have the Issuer levy any taxes or appropriate any funds for the payment of the principal hereof or the interest hereon nor is this Note a general obligation of the Issuer, or the individual officials, officers or agents thereof. This Note is payable solely and only out of the Tax Increment Revenues generated by the above-referenced Project. All such revenue has been duly pledged for that purpose.

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

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

It is hereby certified and recited and the Issuer has found: that the Project is an eligible "redevelopment project" as defined in the Act; that the issuance of this Note and the construction of the Project will promote the public welfare and carry out the purposes of the Act by, among other things, contributing to the development of a blighted and substandard area of the City of Seward, Nebraska, pursuant to a Redevelopment Plan adopted by the City; that all acts, conditions and things required to be done precedent to and in the issuance of this Note have been

properly done, have happened and have been performed in regular and due time, form and manner as required by law; and, that this Note does not constitute a debt of the Issuer within the meaning of any constitutional or statutory limitations.

This Note is transferable only upon the books of the Issuer kept for that purpose at the office of the Registrar by the Registered Holder hereof in person, or by the Registered Holder's duly authorized attorney, upon surrender of this Note together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Holder, together with a Purchase Letter from the transferee that is satisfactory to Issuer in Issuer's sole discretion, and thereupon a new registered Note or Notes in the same aggregate principal amounts shall be issued to the transferee in exchange therefor, and upon payment of the charges therein prescribed. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and premium, if any, and interest due hereon and for all other purposes.

The Note is issuable in the form of a registered Note without coupons. Subject to such conditions and upon the payment of such charges reasonably set by Issuer, the owner of any registered Note or Notes may surrender the same (together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney), in exchange for an equal aggregate principal amount of registered Notes of any other authorized denominations.

The Note is prepayable at any time in whole or in part, at a prepayment price of par plus accrued interest to the prepayment date, to the extent there are any funds in the Debt Service Fund in excess of amounts necessary to pay scheduled debt service or in the event the Redeveloper directs the Issuer that it wishes to prepay the Note. Prepayments shall reduce the number, but not the amount, of scheduled debt service payments on the Note, in inverse order of maturity.

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

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

[SIGNATURE PAGE TO FOLLOW]

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

THE COMMUNITY REDEVELOPMENT  
AUTHORITY OF THE CITY OF  
SEWARD, NEBRASKA

ATTEST:

\_\_\_\_\_  
Bonnie Otte, Secretary

By: \_\_\_\_\_  
E. Thomas Spunaugle, Chairman

#### CERTIFICATE OF AUTHENTICATION

This Note is delivered pursuant to the Redevelopment Agreement and the CRA's authorizing resolution.

Seward City Treasurer,  
as Paying Agent and Registrar

By: \_\_\_\_\_  
Authorized Signature

4833-4244-0484, v. 1

**CITY OF SEWARD, NEBRASKA**  
**RESOLUTION #2015-\_\_**

(Amendment to Redevelopment Plan – Two Creeks Holdings Project)

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

RECITALS

A. The Community Redevelopment Authority of the City of Seward (“CRA”) has recommended that the Redevelopment Plan for Redevelopment Area #1, a copy of which is on file and available for public inspection with the City Clerk, (the “Redevelopment Plan”) should be amended to include a project for the redevelopment of certain real property within the Redevelopment Area identified and legally defined in said amendment (the “Project Site”).

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

C. The Redevelopment Plan Amendment includes a redevelopment project, (the “Project”) that will utilize tax increment financing pursuant to Neb. Rev. Stat. § 18-2147.

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

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

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

G. On June 16, 2015, the City Council held a public hearing relating to the question of whether the Redevelopment Plan should be adopted and approved by the City. All interested parties were afforded at such public hearing a reasonable opportunity to express their views respecting the submitted question.

H. The City Council has reviewed the Redevelopment Plan Amendment, the cost benefit analysis prepared by the CRA, and the recommendations of the Planning Commission, and has duly considered all statements made and material submitted related to the submitted question.

NOW THEREFORE, it is found by the City Council of the City of Seward, Nebraska, in accordance with the Community Development Law, Neb. Rev. Stat. §§ 18-2101 through 18-2154 (the “Act”), as follows:

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

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

[SIGNATURE PAGE TO FOLLOW]

Dated this 16<sup>th</sup> day of June, 2015.

CITY OF SEWARD, NEBRASKA

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

ATTEST: \_\_\_\_\_  
City Clerk

4843-1410-2820, v. 1



**CITY OF SEWARD, NEBRASKA**  
**RESOLUTION NO. 2105-\_\_\_\_\_**

(Approval of Redevelopment Agreement- Two Creeks Holdings Project)

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

RECITALS

A. Pursuant to the Nebraska Community Development Law, Neb. Rev. Stat. §§ 18-2101 through 18-2154, as amended (the “Act”), the City of Seward, Nebraska (“City”), has adopted a redevelopment plan (“Redevelopment Plan”) for the area of the City identified as Redevelopment Area #1. A copy of the Redevelopment Plan is on file with the City Clerk for inspection.

B. The Redevelopment Plan, as amended, includes a specific redevelopment project identified as the Two Creeks Holdings Project that will include the use of tax increment financing (the “Project”).

C. On May 27, 2015, the CRA approved the Redevelopment Agreement for the Project.

D. The City has reviewed the Redevelopment Agreement and has found it to be in conformity with the Act and the General Comprehensive Development Plan of the City, and in the best interests of the City.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Seward, Nebraska, that the Redevelopment Agreement between the Community Redevelopment Authority of the City of Seward, Nebraska, and Two Creeks Holdings, LLC, which is attached hereto as Exhibit “A” and incorporated here by this reference, is hereby approved;

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

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

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

DATED THIS 16<sup>th</sup> day of June, 2015.

CITY OF SEWARD, NEBRASKA

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

ATTEST: \_\_\_\_\_  
City Clerk

EXHIBIT “A”

(Redevelopment Agreement)

4843-9746-4612, v. 1

Exhibit “A”

# **City of Seward, NE**

**Tuesday, June 16, 2015**

**Regular Session**

## **Item G5**

### **PUBLIC HEARING - 7:00 P.M. - PRELIMINARY AND FINAL PLAT - CNG FIRST ADDITION FINAL PLAT - John Hughes**

*Consideration of an Ordinance approving the final plat for CNG First Addition*

**Administrative Report:** Following review and discussion, adoption of the Ordinance would be in order.

**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 on Monday June 8, 2015, at 7:30pm, and the City Council of the City of Seward, Seward County, Nebraska on Tuesday June 16, 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 and Final Plat of CNG 1<sup>st</sup> Addition.

This subdivision, which is the subject of this notice and of the public hearings, is described as follows (18 lots at the old middle school property).

**Legal Description:** CNG 1<sup>st</sup> Addition Final Plat

LOT 4, CNG ADDITION, SEWARD, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 11 NORTH, RANGE 3 EAST, OF THE 6th P.M., SEWARD, SEWARD COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOW;

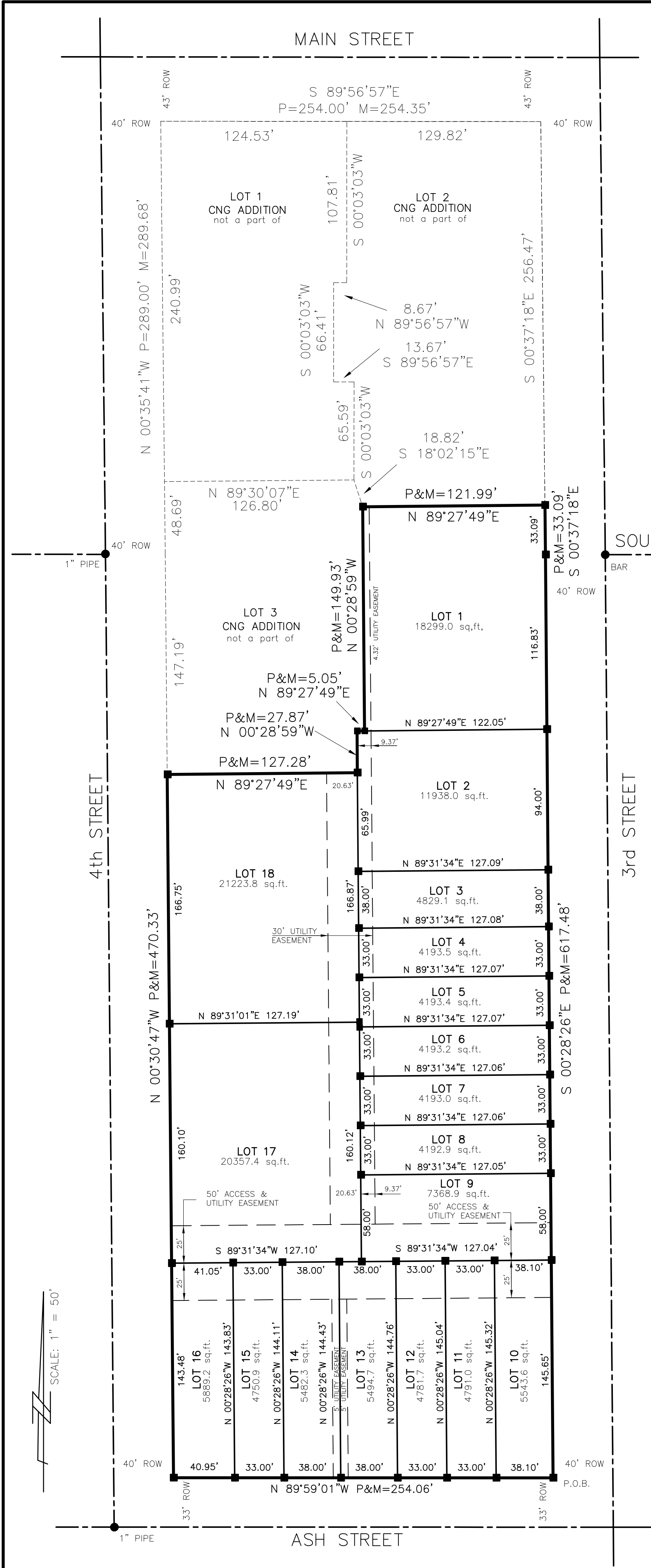
BEGINNING AT THE SOUTHEAST CORNER OF LOT 4, CNG ADDITION; THENCE WESTERLY ON SOUTH LINE OF SAID LOT 4, N 89°59'01"W 254.06', TO THE SOUTHWEST CORNER OF SAID LOT 4; THENCE NORTHERLY ON THE WEST LINE OF SAID LOT 4, N 00°30'47"W 470.33', TO THE SOUTHWEST CORNER OF LOT 3, CNG ADDITION; THENCE EASTERLY ON THE SOUTH LINE OF SAID LOT 3, N 89°27'49"E 127.28'; THENCE NORTHERLY ON THE EAST LINE OF SAID LOT 3, N 00°28'59"W 27.87'; THENCE EASTERLY ON SAID EAST LINE, N 89°27'49"E 5.05'; THENCE NORTHERLY ON THE EAST LINE OF SAID LOT 3, N 00°28'59"W 149.93', TO THE SOUTHWEST CORNER OF LOT 2, CNG ADDITION; THENCE EASTERLY ON THE SOUTH LINE OF SAID LOT 2, N 89°27'49"E 121.99', TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTHERLY ON THE EAST LINE OF SAID LOT 4, S 00°37'18"E 33.09'; THENCE CONTINUING SOUTHERLY ON SAID EAST LINE, S 00°28'26"E 617.48', TO THE POINT OF BEGINNING, SAID TRACT CONTAINING AN AREA OF 3.25 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 the Preliminary and Final Plat.

Ed Gonzalez  
Building/Zoning Director  
City of Seward

Published: 5-27-15





"FINAL PLAT"  
**CNG 1st ADDITION**  
A RE-PLAT OF LOT 4, CNG ADDITION  
TO THE CITY OF SEWARD  
SEWARD COUNTY, NEBRASKA

**PERIMETER DESCRIPTION:**  
LOT 4, CNG ADDITION, SEWARD, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 11 NORTH, RANGE 3 EAST, OF THE 6th P.M., SEWARD, SEWARD COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOW;  
  
BEGINNING AT THE SOUTHEAST CORNER OF LOT 4, CNG ADDITION; THENCE WESTERLY ON SOUTH LINE OF SAID LOT 4, N 89°59'01"W 254.06', TO THE SOUTHWEST CORNER OF SAID LOT 4; THENCE NORTHERLY ON THE WEST LINE OF SAID LOT 4, N 00°30'47"W 470.33', TO THE SOUTHWEST CORNER OF LOT 3, CNG ADDITION; THENCE EASTERLY ON THE SOUTH LINE OF SAID LOT 3, N 89°27'49"E 127.28'; THENCE NORTHERLY ON THE EAST LINE OF SAID LOT 3, N 00°28'59"W 27.87'; THENCE EASTERLY ON SAID EAST LINE, N 89°27'49"E 5.05'; THENCE NORTHERLY ON THE EAST LINE OF SAID LOT 3, N 00°28'59"W 149.93', TO THE SOUTHWEST CORNER OF LOT 2, CNG ADDITION; THENCE EASTERLY ON THE SOUTH LINE OF SAID LOT 2, N 89°27'49"E 121.99', TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTHERLY ON THE EAST LINE OF SAID LOT 4, S 00°37'18"E 33.09'; THENCE CONTINUING SOUTHERLY ON SAID EAST LINE, S 00°28'26"E 617.48', TO THE POINT OF BEGINNING, SAID TRACT CONTAINING AN AREA OF 3.25 ACRES, MORE OR LESS.

**SURVEYOR'S CERTIFICATE:**  
I, BILLY JOE KERR, HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, REGISTERED IN COMPLIANCE WITH THE LAWS OF THE STATE OF NEBRASKA, THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY CONDUCTED BY ME OF UNDER MY DIREST SUPERVISION IN MAY OF 2015, THAT ALL MONUMENTS SHOWN THEREON ACTUALLY EXIST AS DESCRIBED OR WILL BE INSTALLED AND THEIR POSITION IS CORRECTLY SHOWN AND THAT ALL DIMENSIONAL AND GEODETIC DATA IS CORRECT.  
  
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

BILLY JOE KERR, L.S. #483

**OWNERS CERTIFICATE**  
I, THE UNDERSIGNED, CNG REDEVELOPMENT, LLC, BEING THE OWNER OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT I HAVE LAID OUT, PLATTED, AND SUBDIVIDED, SAID REAL ESTATE IN ACCORDANCE WITH THE CITY OF SEWARD, NEBRASKA.  
  
CLEAR TITLE TO THE LAND CONTAINED IN THIS PLAT IS GUARANTEED. ANY ENCUMBRANCES OR SPECIAL ASSESSMENTS ARE EXPLAINED AS FOLLOW:

THERE ARE STRIPS OF GROUND SHOWN ON THIS PLAT AND MARKED EASEMENT, RESERVED FOR THE USE OF PUBLIC UTILITIES AND SUBJECT TO THE PARAMOUNT RIGHT OF UTILITY OR CITY TO INSTALL, REPAIR, REPLACE AND MAINTAIN ITS INSTALLATIONS. NO PERMANENT BUILDINGS OR STRUCTURES SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR LANDSCAPING AND OTHER PURPOSES THAT DO NOT NOW OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS GRANTED HEREIN.  
  
WITNESS MY HAND THIS \_\_\_\_\_DAY OF \_\_\_\_\_, 2015.

BY: \_\_\_\_\_  
HUGH SIECK II, PRESIDENT  
CNG REDEVELOPMENT, LLC

STATE OF NEBRASKA }  
COUNTY OF SEWARD }

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY AND STATE, PERSONALLY APPEARED HUGH SIECK II, PRESIDENT OF CNG REDEVELOPMENT LLC., ACKNOWLEDGE THE EXECUTION OF THE FOREGOING INSTRUMENT AS HIS VOLUNTARY ACT AND DEED, FOR THE PURPOSES THEREIN EXPRESSED. WITNESS MY HAND AND NOTORIAL SEAL  
  
THIS \_\_\_\_DAY OF \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC

**SEWARD PLANNING COMMISSION APPROVAL**  
THIS PLAT OF 'CNG 1st ADDITION' HAS BEEN SUBMITTED TO AND APPROVED BY SEWARD PLANNING COMMISSION THIS\_\_\_\_DAY OF \_\_\_\_\_, 2015.

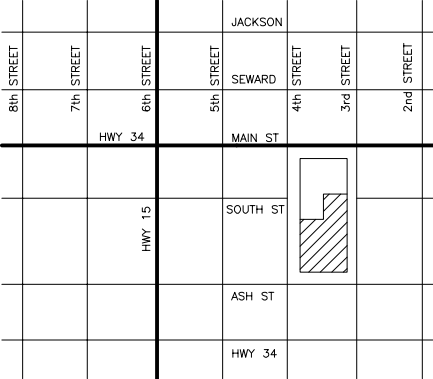
\_\_\_\_\_  
CHAIRPERSON  
ATTEST: \_\_\_\_\_  
SECRETARY OF PLANNING COMMISSION

**SEWARD CITY COUNCIL APPROVAL**  
THIS PLAT APPROVED BY THE CITY COUNCIL OF SEWARD, NEBRASKA, THIS\_\_\_\_DAY OF \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR  
ATTEST: \_\_\_\_\_  
CITY CLERK

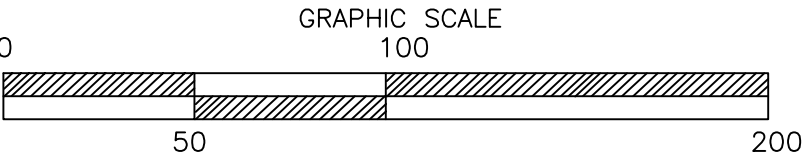
ENTERED ON TRANSFER RECORD THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_\_ AND RECORDED IN DRAWER \_\_\_\_ OF THE PLAT RECORDS.

**VICINITY MAP**  
NOT TO SCALE



**LEGEND**

- P = PLATTED DISTANCE
- M = MEASURED DISTANCE
- = FOUND MONUMENT AS NOTED
- = SET MONUMENT, #5 REBAR & CAP



**OWNER OF RECORD:**  
CNG REDEVELOPMENT LLC  
1720 CUSHMAN DRIVE  
LINCOLN, NE 68512

**BENCH MARK:**  
NORTH RIM OF SEWER MANHOLE  
MIDDLE OF STREET INTERSECTION  
4TH & ASH; ELEVATION 1459.30  
NAVD 88 DATUM

DATE: 5-10-2015  
SCALE: 1" = 50'  
PROJECT # 1505020  
SHEET 1 OF 1

**CNG 1st ADDITION**  
A RE-PLAT OF LOT 4, CNG ADDITION  
TO THE CITY OF SEWARD  
SEWARD COUNTY, NEBRASKA

"FINAL PLAT"

**K & M INC.**  
LAND SURVEYING

6811 SOUTH FORK CIRCLE  
LINCOLN, NE 68516  
PHONE 402-476-3020  
FAX 402-476-3138

Return to:  
City of Seward  
537 Main Street  
Seward, NE 68434

ORDINANCE NO. 2015-

AN ORDINANCE TO APPROVE THE PLAT ENTITLED "CNG 1ST ADDITION A RE-PLAT OF LOT 4, CNG ADDITION TO THE CITY OF SEWARD, SEWARD COUNTY, NEBRASKA," AS HEREINAFTER SET FORTH, LOCATED EAST OF 4<sup>TH</sup> STREET, SOUTH OF CNG ADDITION, NORTH OF ASH STREET, WEST OF 3<sup>RD</sup> 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:

LOT 4, CNG ADDITION, SEWARD, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 11 NORTH, RANGE 3 EAST, OF THE 6th P.M., SEWARD, SEWARD COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOW;

BEGINNING AT THE SOUTHEAST CORNER OF LOT 4, CNG ADDITION; THENCE WESTERLY ON SOUTH LINE OF SAID LOT 4, N 89°59'01"W 254.06', TO THE SOUTHWEST CORNER OF SAID LOT 4; THENCE NORTHERLY ON THE WEST LINE OF SAID LOT 4, N 00°30'47"W 470.33', TO THE SOUTHWEST CORNER OF LOT 3, CNG ADDITION; THENCE EASTERLY ON THE SOUTH LINE OF SAID LOT 3, N 89°27'49"E 127.28'; THENCE NORTHERLY ON THE EAST LINE OF SAID LOT 3, N 00°28'59"W 27.87'; THENCE EASTERLY ON SAID EAST LINE, N 89°27'49"E 5.05'; THENCE NORTHERLY ON THE EAST LINE OF SAID LOT 3, N 00°28'59"W 149.93', TO THE SOUTHWEST CORNER OF LOT 2, CNG ADDITION; THENCE EASTERLY ON THE SOUTH LINE OF SAID LOT 2, N 89°27'49"E 121.99', TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTHERLY ON THE EAST LINE OF SAID LOT 4, S 00°37'18"E 33.09'; THENCE CONTINUING SOUTHERLY ON SAID EAST LINE, S 00°28'26"E 617.48', TO THE POINT OF BEGINNING, SAID TRACT CONTAINING AN AREA OF 3.25 ACRES, MORE OR LESS.

Section 2. Plat Designated. The plat of said real estate is hereby designated as "CNG 1<sup>st</sup> Addition, a Re-plat of Lot 4, CNG 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 16th day of June, 2015.

THE CITY OF SEWARD, NEBRASKA

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

Attest:

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

(SEAL)

# **City of Seward, NE**

**Tuesday, June 16, 2015**

**Regular Session**

## **Item G6**

### **CONSIDERATION OF A PLAN FOR STORM WATER RUNOFF AND SANITARY SEWER IMPROVEMENTS FOR ST. JOHN'S NEW DAYCARE CENTER TO BE LOCATED AT HILLCREST DR AND COLUMBIA AVE - John Hughes**

*Consideration of financial participation in the relocation of sanitary sewer line and improvements*

*Consideration of financial participation in the relocation storm sewer and consideration of constructing a new storm sewer line*

**Administrative Report:** St. John's Church is constructing a new Child Development Center on the property to the north of St. John Church/School located at the intersection of Columbia Ave. and Hillcrest Drive.

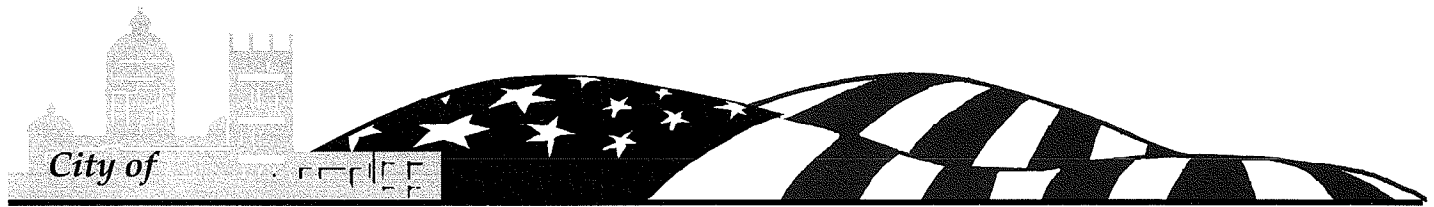
They are proposing relocating a current storm drain and a sanitary sewer line that cuts across the property and have reviewed the storm drainage system in this area and are proposing a new line be constructed.

They are requesting the City consider participating in the financial aspects of relocating and constructing the infrastructure.

St. John's Church first presented the request at the June 2, 2015 City Council meeting. Council directed staff to provide recommendations on financial participation in the project.

Following the presentation and discussion, Council to determine appropriate action.

**Staff Contact:**



# SEWARD

P.O. Box 38 • 537 Main Street  
Seward, Nebraska 68434  
Phone and TDD 402-643-2928  
Fax 402-643-6491  
[www.CityofSewardNE.com](http://www.CityofSewardNE.com)

Date: June 9, 2015

To: Mayor and City Council

RE: ST. JOHNS CHILD DEVELOPMENT CENTER / SEWARD NEBRASKA

## Recommendations on Improvements:

### 1. Relocate Exist. 8 IN. Sanitary Sewer

The difficulty of having the city involved in this development is that it is a private project on private property. If the intent was to ask the city to cost share, then this request should have been addressed before the city council gave final approval of the project. *My recommendation at that time would have been the same as today, which is that the relocation of this existing sanitary sewer line does not benefit the city and is the responsibility of the developer.*

### 2. New 8 IN. Sanitary Sewer (West-South Section)

The Proposed New 8 IN. Sanitary Sewer on the South side of Hillcrest is on the city's right-of-way. I do not believe that extending the sanitary sewer to the East from manhole no. E10-153 has any benefit to the city, especially since it doesn't replace any existing sewer line that would otherwise be in need of repair. *My recommendation is that the developer is responsible for this extension for their project.*

### 3. New 8 IN. Sanitary Sewer (West-North Section)

It is difficult to determine whether replacing this sanitary sewer line would benefit the city without first examining the line. A review of the site would also need to be conducted to minimize damage to the property of owner's trees, building, and fences. *My Recommendations are to jet and camera the existing sanitary line, request that the developer forward any previous video of the existing sanitary line to the City Director of Water/Wastewater for review, Identify total feet to be replaced from manhole E11-22 North to E11-43, and total feet for a new sanitary line south from MH E11-22 to Hillcrest. If, at that time, I were to recommend that the city replace and extend this sanitary sewer line, then I would request that this project be included in the next fiscal year's budget as a capital improvement project.*

Any additional information needed please contact me

Tim Richtig  
City Director of Water/Wastewater  
402-643-3433

## CITY OF SEWARD MISSION STATEMENT

Our City promotes genuine community spirit by providing friendly, quality services to people who live, work and play in Seward.

*"Nebraska's Official 4th of July City"*

## St Johns Improvements

### Sanitary Sewer

1. Line under residential lot – It would be my recommendation that this would be a good time to make this replacement, since the line goes under a private lot and under a swimming pool.
2. Replacement of North/South sanitary sewer – This line was originally installed some 50 years plus ago. This should be televised for root damage. If line is root bound this might be an good time for replacement.

### Storm Sewer

1. This would be a good time for increasing the capacity of the original system.
2. Acceptance of the church lot for a dry cell detention area. – This would provide approximately 16,000 gallons of water which would be controlled by a check valve, and would greatly improve the drainage in this area in high storm events.

# **City of Seward, NE**

**Tuesday, June 16, 2015**

**Regular Session**

## **Item G7**

### **CONSIDERATION OF A DEVELOPER'S AGREEMENT WITH BLUESTEM ENERGY SOLUTIONS ON RENEWABLE ENERGY OPTIONS- Adam Herink**

**Administrative Report: Bluestem Energy presented information on renewable energy options to the City Council during the May 5, 2015 City Council meeting. Information was presented on wind generators and solar energy. No action was taken at this meeting.**

**Bluestem Energy Solutions is presenting a developer's agreement to investigate and facilitate energy options.**

**Following review and discussion, Council to consider approving said agreement.**

**Staff Contact:**

## EXCLUSIVE CONTINGENT DEVELOPMENT AGREEMENT

This Exclusive Contingent Development Agreement ("**Agreement**") is entered into as of \_\_\_\_\_ by and between Bluestem Energy Solutions, LLC, a Nebraska limited liability company ("**Developer**"), and the \_\_\_\_\_ of \_\_\_\_\_, Nebraska, a Nebraska municipal corporation ("**Purchaser**").

### RECITALS

- A. Developer is an experienced developer, owner and operator of renewable energy generating facilities, including those using wind as a fuel source.
- B. Purchaser is a Nebraska electric provider that purchases energy at wholesale from one or more suppliers of energy. Purchaser's governing body has adopted a resolution of intent to purchase energy from renewable sources as a benefit to Purchaser's residents and businesses.
- C. Purchaser desires to supplement or replace a portion of its current wholesale energy purchase and to contract with Developer for Developer to engage in pre-development and development activities, and to enter into a binding, long-term power purchase agreement ("**PPA**") with Developer under which Developer would sell and Purchaser would buy electrical output of a wind energy generation facility at an economically reasonable price based on current energy costs, internal savings, portfolio diversification, non-monetary benefits, and market conditions (the "**Project**").
- D. The Development Period (as defined below), and Developer's activities therein are, in part, intended to assist Developer and Purchaser in determining an appropriate PPA price.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Developer and Purchaser accept and acknowledge, Developer and Purchaser agree as follows:

- 1. **Exclusivity and Term.** Unless this Agreement is terminated, as provided for herein, for a period of two (2) years from the date first written above (the "**Development Period**"), Purchaser shall not engage, work with, contract, procure services from or otherwise do business with a developer of renewable energy generation facilities other than Developer. Purchaser and Developer may extend the Development Period by written agreement executed by Purchaser and Developer.
- 2. **Development Payment.** Within fifteen (15) days of the date first written above, Purchaser shall pay Developer zero dollars (\$00.00) for Developer's services under this Agreement (the "**Development Fund**").
- 3. **Development Obligation.** During the Development Period, at its sole cost and expense, Developer shall diligently undertake all necessary actions to investigate and facilitate the potential development of the Project in a manner intended to lead to Developer offering to sell

the energy the Project produces to Purchaser, and Purchaser agreeing to purchase such energy via a mutual, binding PPA (the "**Development Activities**"). The Development Activities may include, but shall not be limited to, those activities set forth in Exhibit A.

4. **Power Purchase Agreement.** Prior to the expiration of the Development Period, Developer and Purchaser shall meet and confer as necessary to negotiate in good faith a PPA. Developer and Purchaser represent and warrant that by entering into this Agreement, they desire in good faith that it result in the execution of a PPA between Developer and Purchaser for the Project. The PPA shall include Developer returning the Development Fund to Purchaser. If Purchaser rejects PPA prices and terms that reflect comparable prices and terms at the time of negotiation, Purchaser shall be subject to the Early Termination provisions below. If Purchaser and Developer execute a PPA for the Project, this Agreement shall terminate.

5. **Expiration and Termination.** If Developer and Purchaser have negotiated in good faith but are unable to agree on and execute a PPA prior to the end of the Development Period, Purchaser shall reimburse Developer for Developer's out-of-pocket expenditures on the Project during the Development Period (the "**Purchaser Termination Payment**"). This payment will not exceed an amount of \_\_\_\_\_ dollars (\$00)

6. **Early Termination.** If at any time prior to the expiration of the Development Period Purchaser desires to terminate this Agreement ("**Early Termination**"), Purchaser may do so, provided, however, that Purchaser must first pay the Purchaser Termination Payment plus an additional amount equal to ten percent (10%) of the Purchaser Termination Payment (the "**Early Termination Payment**").

7. **Release and Transfer of Assets.** Upon receiving the Purchaser Termination Payment or the Early Termination Payment, as applicable, Developer and Purchaser shall execute a written release from this Agreement (the "**Release**"), this Agreement shall terminate, and Developer and Purchaser shall have no further rights or obligations to one another as to the Project. The Release shall include all necessary documents, including but not limited to, bill(s) of sale, assignment(s), release(s) and deed(s), to transfer all of Developer's right, title and interest in and to the Project to Purchaser. The preceding sentence shall survive termination of this Agreement.

8. **Purchaser Warranties.**

a. Purchaser represents and warrants that Purchaser has taken all required actions and given all required notices and has requisite authority to enter into and bind itself to all of its obligations under this Agreement.

b. Purchaser represents and warrants that in entering into and binding itself to all of its obligations under this Agreement, Purchaser is not placing itself in breach or default of any agreement, contract, warrant or other binding legal obligation(s).

c. Purchaser represents and warrants that the individual executing this Agreement on its behalf is duly authorized to, and capable of, binding Purchaser to all of its obligations under this Agreement.



d. Purchaser represents and warrants that it will cooperate with Developer as necessary to assist Developer in carrying out its obligations under this Agreement, including, but not limited to, executing documents, attending meetings, and taking other actions to ensure the Project can occur within the existing framework of Purchaser's existing wholesale energy purchase contracts and arrangements.

9. **Confidentiality.** "**Confidential Information**" shall mean any information relating to, or contained or disclosed within, any contract, technical report, specification, meeting, or communication regarding the Project. Purchaser and Developer agree to maintain the confidentiality of any Confidential Information that becomes known to Purchaser or Developer during the course of this Agreement, including during and following the development and construction of the Project, provided, however, that Developer may disclose Confidential Information to third parties as necessary to carry out its obligations under this Agreement, and Purchaser may disclose Confidential Information as the Nebraska Public Records Law (Neb. Rev. Stats. §§ 84-712 – 84-712.09), may require, subject to obtaining confidentiality agreements from such third parties where possible.

10. **Construction and Enforcement.** This Agreement shall be construed and enforced pursuant to Nebraska law. This Agreement shall be construed as if drafted by both parties.

11. **Invalidity.** If any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

12. **No Other Agreement.** This Agreement constitutes the sole and only agreement between Purchaser and Developer with respect to the Project and supersedes any prior understandings or written or oral agreements between Purchaser and Developer respecting the within subject matter and cannot be changed except by their written consent. Purchaser and Developer enter into this agreement at their own risk, and neither party shall have any obligation or liability to the other party except as expressly set forth in this Agreement.

13. **Time of the Essence.** Time is of the essence regarding the parties performance under this Agreement.

14. **Compliance with Laws.** Purchaser and Developer is solely responsible for its compliance with applicable laws, rules, and regulations regarding procurement, contracting, and execution of its obligations under this Agreement.

15. **No Partnership.** Nothing herein shall be construed to create a general partnership or authorize Purchaser or Developer to act as agent for the other.

16. **Assignment.** Any assignment of this Agreement by Purchaser or Developer to a non-affiliated entity may only occur with the written consent of the non-assigning party and any such assignment made without said consent shall be void and of no legal effect, provided,

however, that Developer may assign some or all of its rights and obligations under this Agreement to its affiliated entities without Purchaser's consent.

17. **Notices.** Notices pursuant to this Agreement shall be given to Purchaser at \_\_\_\_\_ and to Developer at Bluestem Energy Solutions, LLC, Attn: Mr. Adam Herink, 4361 Lafayette Avenue, Omaha, Nebraska, 68131.

18. **Counterparts.** This Agreement may be executed in counterparts, which when assembled such that the authorized signature of each of Purchaser and Developer is present, shall constitute an original of this Agreement.

Signatures on Following Page

**DEVELOPER**

**Bluestem Energy Solutions, LLC**

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

Its: \_\_\_\_\_

**PURCHASER**

\_\_\_\_\_

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

Its: \_\_\_\_\_

Attest: \_\_\_\_\_

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

**EXHIBIT A**  
**DEVELOPMENT ACTIVITIES**

- Environmental assessment
- Wind resource assessment
- Site identification and acquisition (lease or purchase)
- Interconnection studies
- Constructability review
- Engineering review
- Governmental permitting
- Aeronautic analysis
- Equipment procurement
- Distribution systems study
- PPA preparation
- Generator Interconnection Agreement preparation
- Title and survey review
- Financing preparation

# **City of Seward, NE**

**Tuesday, June 16, 2015**

**Regular Session**

## **Item G8**

### **CONSIDERATION OF AMENDED LEASE AGREEMENT WITH ALLTEL COMMUNICATION OF NEBRASKA, INC d/b/a VERIZON WIRELESS FOR PLACEMENT OF EQUIPMENT ON THE CITY'S WATER TOWER - Joe Coyle & John Hughes**

**Administrative Report:** The City Council approved a lease agreement with Alltel Communication of Nebraska on February 17, 2015. After further review of the lease agreement, it was determined in the best interest of the City to request some changes in the agreement, which are outlined in the attached letter.

Attached is the proposed amended agreement, which has been reviewed by City Department Directors and meets their approval. Following review and discussion, a motion to approve the amended agreement would be in order.

**Staff Contact:**



# SEWARD

P.O. Box 38 • 537 Main Street  
Seward, Nebraska 68434  
Phone and TDD 402-643-2928  
Fax 402-643-6491  
www.CityofSewardNE.com

February 25, 2015

Joe Coyle  
jcoyle@pyramidns.com  
Project Manager  
Pyramid Network Services, LLC  
4745 W. 136<sup>th</sup> Street, Suite 15  
Leawood, KS 66224

RE: Review of Water Tower Lease Agreement – City of Seward  
Concerns and recommendation on location of Site No. NE-16033.B

After reviewing your Water Tower Lease Agreement and proposed land space, I am proposing the following changes to the location of the land space and lease agreement:

**Equipment Location:**

1. There is a 2400 volt utility line running East and West directly under your proposed land space site.
2. The North side of the water tower has a berm specifically built to contain any oil spills from transformers in the substation. The proposed land space site will disrupt the containment ability of the berm.
3. The west gate easement runs right over a utility line, graded for containment.

I propose relocating the 40' x 20' land space to the South or SE Corner of the fenced area.

**Water Tower Lease Agreement:**

I propose the following language changes to the Water Tower Lease Agreement:

*Section 14. Tower Compliance*

*b. LESSEE is responsible for relocating their equipment for LEESOR to perform Water Tower repairs, cleaning, and painting. LESSEE pays all costs for relocations during LEESOR's repairs;*

*e. Upon the completion of any maintenance, repair, painting or similar work by LESSOR, LEESEE is permitted to return to its original location from the temporary location with all costs for the relocating paid by LEESEE;*

Add:

*f. LEESEE is responsible for cost of painting of all cables, conduits, clamps and any support brackets attached to the water tower structure. Paint must match paint color and quality on water tower structure and tank.*

Tim Richtig  
City Director of Water & Wastewater  
402-643-3433  
City of Seward Nebraska

**CITY OF SEWARD MISSION STATEMENT**

Our City promotes genuine community spirit by providing friendly, quality services to people who live, work and play in Seward.

*“Nebraska's Official 4th of July City”*

## WATER TOWER LEASE AGREEMENT

This Agreement, made this      day of      , 20      , between the City of Seward, Nebraska, with its principal offices located at 537 Main Street, Seward, NE 68434, hereinafter designated LESSOR and ALLTEL Communications of Nebraska, Inc. d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

### WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. LESSOR hereby leases to the LESSEE a portion of that certain space ("the Tower Space") on the LESSOR's water tower, hereinafter referred to as the "Tower", located near Church and 4<sup>th</sup> Street, Seward, Nebraska, as shown on the Tax Map of the City of Seward as a part of parcel identification number 800038495 and on a Warranty Deed recorded on October 4, 1971 in Record 79, Page 335 recorded in the Office of the Seward County Recorder (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a 40' by 20' parcel of land (the "Land Space") sufficient for the installation of LESSEE's equipment building; together with the non-exclusive right ("the Right of Way") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a twelve (12) foot wide right-of-way extending from the nearest public right-of-way, North 4<sup>th</sup> Street, to the Land Space; and together with any further rights of way (the "Further Rights of Way") over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space, Right of Way and Further Rights of Way, if any, are substantially described in Exhibit "A", attached hereto and made a part hereof demised premises and are collectively referred to hereinafter as the "Premises".

In the event any public utility is unable to use the Right of Way or Further Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way(s) either to the LESSEE or to the public utility at no cost to the LESSEE.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Twenty-Eight Thousand Eight Hundred and No/100 Dollars (\$28,800.00) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 25 below. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1<sup>st</sup> and 15<sup>th</sup> of the month, the Agreement shall commence on the 1<sup>st</sup> of that month and if the date installation commences falls between the 16<sup>th</sup> and 31<sup>st</sup> of the month, then the Agreement shall commence on the 1<sup>st</sup> day of the following month (either the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 25. Delivery



of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

c. LESSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSEE shall pay the LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. All invoices for power consumption shall be sent by LESSOR to LESSEE at Verizon Wireless, M/S 3846, P.O. Box 2375, Spokane, WA 99210-2375. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. ANNUAL RENT INCREASES. The annual rental shall increase on each anniversary of the Commencement Date by an amount equal to three percent (3%) of the Rent for the previous lease year throughout the initial term and any extended term of this Agreement..

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to the annual rental payable with respect to the immediately preceding five (5) year term. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at LESSEE's

expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests or structural analysis is unsatisfactory; (v) LESSEE determines that the Premises is no longer technically or structurally compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. Subject to Paragraph 10 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE.

- a. Notwithstanding the indemnity in section 10, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning

the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

- b. LESSEE will maintain at its own cost;
  - i. Commercial General Liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence
  - ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a minimum combined limit of not less than one million (\$1,000,000) per occurrence
  - iii. Workers Compensation insurance providing the statutory benefits and not less than one million (\$1,000,000) of Employers Liability coverage.

LESSEE will include the LESSOR as an additional insured on the Commercial General Liability and Auto Liability policies.

- c. LESSOR will maintain at its own cost commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR will include the LESSEE as an additional insured.
- d. In addition, LESSOR shall obtain and keep in force during the Term a policy or policies insuring against loss or damage to the Tower with a commercially reasonable valuation, as the same shall exist from time to time without a coinsurance feature. LESSOR's policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and earthquake unless required by a lender or included in the base premium), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the Tower required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered loss, but not including plate glass insurance.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to paragraphs 9 and 31, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

13. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said premises.

14. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 35 below). The LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If the LESSOR fails to make such repairs including maintenance the LESSEE may make the repairs and the costs thereof shall be payable to the LESSEE by the LESSOR on demand together with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. If the LESSOR does not make payment to the LESSEE within ten (10) days after such demand, the LESSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from the LESSEE to the LESSOR.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

Not later than fifteen (15) days following the execution of this Agreement, LESSOR shall supply to LESSEE copies of all structural analysis reports that have done with respect to the Tower and throughout the Term, LESSOR shall supply to LESSEE copies of all structural analysis reports that are done with respect to the Tower promptly after the completion of the same.

Upon request of the LESSOR, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," if necessary, for the purpose of LESSOR performing maintenance, repair or similar work at the Property or on the Tower provided:

- a. The Temporary Relocation is similar to LESSEE's existing location in size and is fully compatible for LESSEE's use, in LESSEE's reasonable determination;
- b. LESSEE shall pay all costs incurred by LESSEE for relocating LESSEE's

equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the LESSEE's use, in LESSEE's reasonable determination. Notwithstanding the foregoing, LESSEE shall be responsible for said relocation costs on one occasion every ten (10) years of the Term. In the event that LESSOR requires Temporary Relocation on more than one occasion per ten (10) year lease period, LESSOR shall be responsible for LESSEE relocation costs (either through a payment to LESSEE or a via rent abatement) for each occurrence thereafter during such ten (10) year period;

- c. LESSOR gives LESSEE at least ninety (90) days written notice prior to requiring LESSEE to relocate;
- d. LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- e. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LESSEE (accept if such Temporary Relocation occurs more than once per ten year period, then LESSOR shall be responsible for costs of each subsequent occurrence).
- f. LESSEE shall be responsible the cost of painting of all LESSEE's cables, conduits, clamps and any ancillary equipment LESSEE attaches to the Tower. LESSEE agrees that the color and quality of the paint must be approved by LESSOR, in LESSOR's reasonable discretion, which said approval shall not be unreasonably withheld, conditioned or delayed.

15. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance

with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

16. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

17. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 16 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 16 and this Paragraph 17, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 16 shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

18. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale of the Property for which LESSEE has any right of first refusal.

19. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser other than

LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Tower and/or Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

20. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

21. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

22. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

23. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

24. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates,



subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

25. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Seward  
537 Main Street  
Seward, NE 68434

LESSEE: ALLTEL Communications of Nebraska, Inc.  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

26. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

27. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property, Tower or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Tower or Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance

Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Tower or Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Tower or Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

28. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

29. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period

and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

30. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

31. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Tower or Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Tower or Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

32. CASUALTY. In the event of damage by fire or other casualty to the Tower or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

33. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Tower, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to

payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

34. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

35. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

36. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

37. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

(signatures on next page)

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

**LESSOR:**

City of Seward

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**LESSEE:**

ALLTEL Communications of Nebraska, Inc.  
d/b/a Verizon Wireless

By: \_\_\_\_\_  
Lynn Ramsey  
Its: Area Vice President Network  
Date: \_\_\_\_\_

Exhibit A

Description of Property and Premises lease to LESSEE

(see attached)

Exhibit B

Description of LESSEE equipment on Tower

(see attached)



Exhibit C  
Survey  
(see attached)

# **City of Seward, NE**

**Tuesday, June 16, 2015**

**Regular Session**

## **Item G9**

### **CONSIDERATION OF A LEASE AGREEMENT WITH HAMILTON EQUIPMENT FOR EXCAVATOR - John Hughes**

*Consideration of a Resolution authorizing the Mayor to execute all documents related to the lease agreement.*

**Administrative Report:** The agreement is for the lease of a Bobcat Compact Excavator and attachments to be used in the Public Properties department. This is a 36-month lease with monthly payments of \$841.61.

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

**Staff Contact:**

**EQUIPMENT SCHEDULE - POWER LEASE**

No. 9800865-002, Dated JUNE 4, 2015

To Master Lease Agreement No. 9800865

Dated October MARCH 9, 2015

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

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	E42 T4	2015	MINI EXCAVATOR - COMPACT	B2VW11869	UNLIMITED HOURS
1	BOBCAT	HYDRA-TILT	2015	HYDRA-TILT	857801452	UNLIMITED HOURS
1	BOBCAT	15C	2015	AUGER	944249830	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: \$21,585.50
2. Lease Payment: \$10,711.61 (plus applicable taxes)*	7. Last Funding Date: July 15, 2015
3. Frequency of Lease Payment: Annual (In Advance)	8. Total Cost: \$46,925.00
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 \$21,585.50 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) Screens: 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.

LESSOR: HAMILTON EQUIPMENT COMPANY

LESSEE: CITY OF SEWARD

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: X \_\_\_\_\_  
Name: X \_\_\_\_\_  
Title: X \_\_\_\_\_

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**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. 002 dated JUNE 4, 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: \_\_\_\_\_



GE Capital

## DELIVERY & ACCEPTANCE CERTIFICATE

Master Lease Agreement No. 9800865  
Equipment Schedule No. 9800865-002

Lessor:  
Address:  
City/State/Zip:

HAMILTON EQUIPMENT COMPANY  
8801 HIGHWAY 6  
LINCOLN, NE 68507

Lessee:  
Street Address:  
City/State/Zip:

CITY OF SEWARD  
537 MAIN STREET  
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	E42 T4	2015	MINI EXCAVATOR - COMPACT	B2VW11869	537 MAIN STREET, SEWARD, NE 68434
1	BOBCAT	HYDRA-TILT	2015	HYDRA-TILT	857801452	537 MAIN STREET, SEWARD, NE 68434
1	BOBCAT	15C	2015	AUGER	944249830	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.

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

In connection with that Municipal Lease Agreement ("Lease") dated and effective as of \_\_\_\_\_ 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]

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

## 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~~  
Annual per year

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

DVF-FS-SLG-06.2004  
9800865002

**NOTICE OF ASSIGNMENT**

DATE: JUNE 4, 2015

TO: CITY OF SEWARD

RE: Assignment of Schedule No. 002 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: \_\_\_\_\_



**BILLING INFORMATION**  
Master Lease Agreement or Master Loan and Security Agreement No. 9800865  
Equipment Schedule No. 9800865-002

Lessor/Lendor: GENERAL ELECTRIC CREDIT CORPORATION OF TENNESSEE  
Address: 300 E. JOHN CARPENTER FREEWAY  
City/State/Zip: IRVING, TX 75062-2712  
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

GECC C&I MLA  
2.0T 8/2014  
9800865-002  
Manual 3-1440799140



GE Capital

## INSURANCE INFORMATION

Master Lease Agreement or Master Loan and Security Agreement No. 9800865  
Equipment Schedule No. 9800865-002

Date: March 9, 2015

Lessor/Lendor: GENERAL ELECTRIC CREDIT CORPORATION OF  
TENNESSEE

Lessee/Borrower: CITY OF SEWARD

Address: 300 E. JOHN CARPENTER FREEWAY  
City/State/Zip: IRVING, TX 75062-2712

Street Address: 537 MAIN STREET  
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  
9800865-002  
Manual 3-1440799140



GE Capital

**INVOICE**

Dated: June 5, 2015

Master Lease Agreement or Master Loan and Security Agreement No. 9800865  
Equipment Schedule No. 9800865-002

Lessor/Lender: GENERAL ELECTRIC CREDIT CORPORATION OF  
TENNESSEE  
Address: 300 E JOHN CARPENTER FREEWAY  
City/State/Zip: IRVING, TX 75062-2712

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

Attention: Accounts Payable  
Purchase Order #:

ADVANCE PAYMENT AMOUNT:	\$10,711.61
TOTAL:	\$10,711.61

**EQUIPMENT DESCRIPTION:**

Qty	Make	Model	Year	Equipment Type	Serial Number	Equipment Address
1	BOBCAT	E42 T4	2015	MINI EXCAVATOR - COMPACT	B2VW11869	537 MAIN STREET, SEWARD, NE 68434
1	BOBCAT	HYDRA-TILT	2015	HYDRA-TILT	857801452	537 MAIN STREET, SEWARD, NE 68434
1	BOBCAT	15C	2015	AUGER	944249830	537 MAIN STREET, SEWARD, NE 68434

Term (No. of Months): 36

PAYMENT OF THIS INVOICE MUST ACCOMPANY  
THE EXECUTED LEASE DOCUMENTS

PLEASE MAKE CHECK PAYABLE TO:

GENERAL ELECTRIC CREDIT CORPORATION OF TENNESSEE

**ELECTRONIC CHECK PROCESSING:**

If you would like us to process the check electronically, please mail/fax a copy of the completed and signed check with signor's name and title printed below the signature and confirm your authorization by signing below.

For the purpose of expediting the commencement of the transaction contemplated by the enclosed documents, you hereby grant us and our agent the right to, at our option, process any check received from you electronically by transmitting the amount of the check, the routing number, account number, check serial number and other information appearing on the check to our bank. If we choose to utilize this option, by submitting a check (in original or copy form) for payment, you authorize us and our agent to process such payment through Automated Clearing House ("ACH") Network electronic fund transfer transactions and initiate an ACH debit from your bank account. If you have sent us a copy of the check for electronic processing, you should retain the original check for your records. If you have sent us an original check that we or our agent have/has processed electronically, we will stamp the original check "paid" and will, at your request, return or destroy the stamped check.

For electronic check processing, please sign here: \_\_\_\_\_

GECC C&I MLA  
2.0T 8/2014  
9800865-002  
Manual 3-1440799140

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 \$841.61 (plus applicable taxes) 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 16<sup>th</sup> day of June, 2015.

THE CITY OF SEWARD, NEBRASKA

ATTEST:

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

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

(SEAL)



# **City of Seward, NE**

**Tuesday, June 16, 2015**

**Regular Session**

## **Item G10**

### **CONSIDERATION OF DIGESTER STORAGE TANK EMERGENCY REPAIRS - Possible bid award (Tim Richtig)**

**Staff Contact:**

Marilyn can you please put this on next week's agenda.

### **Digester Storage Tank Emergency Repairs**

The sludge storage tank at the wastewater treatment plant needs emergency repairs. The interior top seal has failed due to corrosion from H<sub>2</sub>S gas and methane gas. Damage to the exterior block from H<sub>2</sub>S and Methane gas leaking into the building attached has caused a hazardous and explosive building interior condition. The tank is out of service and ready for repairs. Funds from the CIP sludge pump project would be used for the repairs. Two out of four contractors submitted a bid for the repairs that are available. Requesting funds to proceed with repairs.



5-4-15

City of Seward  
ATTN: Tim Richtig  
1040 South Columbia  
Seward, NE. 68434

Reference: Sludge Holding Tank

Dear Tim,

We are pleased to have the opportunity to submit our quotation for work involved on the above referenced tank. In the following letter please find our quotation for the preparation and repainting of ceiling surfaces.

Scope of work is as follows:

1. Prepare concrete surfaces in ceiling to meet a SSPC SP-13, the metal beams will be abrasive blasted to meet an SSPC SP-10 near white metal blast cleaning.
2. Apply Tnemec's Series 218 mortarclad to concrete surfaces.
3. Prime all surfaces including concrete and steel using Tnemec's Series N69 at a rate to achieve 150 to 175 square feet per gallon.
4. Apply Tnemec's Series 436 at a rate to achieve 20 to 25 square feet per gallon.
5. A rolled radius cove will be created at the wall to ceiling angle utilizing Tnemec's Series 265.
6. Upon completion of painting we will caulk along the "I" flang and steel plates using Polysulfied caulk.

Our price to complete the above described work is **\$39,600.00.**

This quotation includes scaffolding to be completed by Midwest Scaffolding Services so that we can gain access to the surfaces.

The above quotation includes all labor, equipment, materials and insurance coverage. If you have any questions comments or if I may be of further service please advise.

Respectfully Submitted,  
W.S.Bunch Co., Inc.

Ted Andersen

# PROPOSAL

Page No 1 of 1 Pages

**Mongan Painting Company, Inc.**

**720 Sleezer Road – PO Box 515**

**Cherokee, IA 51012**

**Phone: 712-225-0626 Fax: 712-225-0627**

Proposal Submitted To: General Contractors	Fax:	Date: May 1, 2015
Street	Job Name: Sludge Holding Tank	
City, State and Zip Code	Job Location: Seward, Nebraska	
Architect:	Date of plans	Job Phone

## We hereby submit specifications and estimates for:

**Surface Prep:** SSPC-SP13 ICRI CSP3-4, complete removal of existing coatings on the concrete ceiling. SSPC-SP10 near white metal blast cleaning on the steel beams supporting the ceiling. Abrasive blast to remove all loose peeling paint and to abrade the surface of the existing Series 265 at the top of the wall.

**Surfacer:** Tnemec Series 218 MortarClad at 1/16"-1/4" over entire surface to form a continuous surface (concrete only).

**Primer:** Series N69 Hi Build Epoxoline II at 150-175 sq.ft. per gallon.

**Finish:** Series 436 Permashield FR at 20-25 sq. ft. per gallon.

Create a rolled radius cover at the wall to ceiling angle with Series 265.

Caulking along the "I" flange and steel plates after they have been painted with Polysulfide caulking.

Earliest Start Date is 5/18/15.

**We Propose** hereby to furnish materials and labor – complete in accordance with above specifications, for the sum of:

**Thirty-Eight Thousand Five Hundred Fifty-One Dollars and 00/100's**

(\$ **38,551.00** )

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or Deviation from above specifications involving extra costs will be executed Only upon written orders, and will become an extra charge over and above The estimate. All agreements contingent upon strikes, accidents, or delays Beyond our control. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized  
Signature

*Rich Mongan*

Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_ days.

**Acceptance of Proposal** – The above prices, Specifications and conditions are satisfactory and are hereby Accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

# **City of Seward, NE**

**Tuesday, June 16, 2015**

**Regular Session**

## **Item G11**

### **CONSIDERATION OF REQUEST TO UPGRADE CROSSWALK SIGNAGE & RELOCATION OF CROSSWALK ON N COLUMBIA AVE (Mel Aldrich)**

**Staff Contact:**

## PROPOSAL

---

Request to upgrade the crosswalk signage  
And relocation of crosswalk on N.Columbia Ave.

With the safety of the Hospital employees and visitors the City and Seward Health Care Systems recommends additional and upgrade of pedestrian signage and lighting . The city will provide and install the lighting and the signs at the right locations. The crosswalk will be in the middle of the block with new crosswalk stripping done by the Street dept. the Electric Dept. Will provide the lighting. Memorial Health Care System will provide the fencing around the west parking lot along N. Columbia Ave. And an area to the north of the parking lot by Bradford St. They will also be doing ADA ramping for the new crosswalk across N. Columbia Ave.

# **City of Seward, NE**

**Tuesday, June 16, 2015**

**Regular Session**

## **Item G12**

### **CAPITAL PROJECTS UPDATE - John Hughes**

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

**Staff Contact:**

<b>Administration</b>	
Code Codification	In Progress
Server Replacement	Done
Archive Email System	Done
Summit Billing & Licensing System Module	In Progress
Summit Permits System Module	
Summit Fixed Assets Assets System Module	
Summit Project Accounting System Module	
Summit Dashboard System Module	Done
Summit Automated Payroll Integration System Module	
Tree Cost Allocation System	
Summit Software Module Installation & Service	
Summit Financial Chart of Accounts Reconstruction	
IT Record Retention Archive Software	
Color Copier/Scanner Lease	
SGR Employee Training	
Labor Personnel - Efficiency Study	
Labor Personnel - Comparability Study	
Governing Body Tablets	Move to 2015
<b>Pool</b>	In Progress
Water Heater Repairs	
Repair Deck Piping	Done
Building Roof System	Done
Building Floor Non Skid Surface	Done
Pool Vac Replacement	
CPR Training Equipment	Done
Computer Scheduling Software	Done
Life Guard Tubes	Done
Shower Kits	Done
Deck Chair Replacements	Done
Sun Covering for Fencing	
<b>Building &amp; Planning</b>	In Progress
Update Comprehensive Plan	
Demolition of Nuisance Properties	



Redevelopment Study (Blight Area for TIF)	In Progress
Annexation Redevelopment Area	In Progress
Vehicle Lease Electric Car	Done
<b>Building &amp; Grounds</b>	
Back up Generator City Hall & Muni Bldg. Eng & Consulting	In Progress
Back up Generator City Hall & Muni Bldg. Installation	
Security System for City Hall	Canceled
Defiberators (2x)	Done
Computer Software Upgrades	Done
City Hall Upgrades to Server Room	In Progress
<b>Cemetery</b>	
Fuel Tank Repairs	Done
Cemetery Roof Repairs	Done
Cemetery Road Repairs	Done
Mini Excavator (Lease Share with Electric Dept.)	Done
Vehicle Replacement (1996 Ford Pick up)	Done
Dump Truck Replacement (1990 Dodge)	Done
Mower Replacement (2003 JD)	Done
Road Prep New Addition	
Mower Replacement (2004 JD)	Done
Build Cremation Mausoleum	
Vehicle Replacement (1974 Ford Tractor)	
<b>Civic Center</b>	
ADA Accessibility Building Project	Grant Stage
Engineering & Design Accessibility Building Project	Complete
Heat Pump Replacements	
Mower & Weed Trimmer	Done
<b>Economic Development</b>	
Industrial Land Development	
Buildings	
Infrastructure	
<b>Electric</b>	
Replace 14th St. substation	In Progress
NCMA Charger Stations	Done

Street Light Upgrade Conv	In Progress
Electric distribution (new subdivisions)	In Progress
Tree trimming Projects	In Progress
Street light Upgrades LED	In Progress
Utility Box Replacement Pickup #102 (2001)	Done
2nd St. to Water Tower 34.5 Upgrades	In Progress
2nd St. Substation Upgrades for Engineering	
Service Truck Replacement (#120)	Done
Bucket Truck Replacement (#109)	In Progress
Wire Winder Trailer	Done
Vac Machine Acquisition	Done
AMI - TWACS Meter Upgrades	Done
AMI - TWACS Software Upgrades	Done
Mini Excavator Aquisition (Share W/Cemetery & Grounds)	N/A
Replace 3 Phase Primary & Transformer at Craig Miers	In Progress
Replace 3 Phase Primary & Transformer at Vet Clinic	In Progress
Replace 3 Phase Primary & Junction Cabinet at Link Library	In Progress
Roberts St. Double Circuit Replacement	In Progress
Install Wire & Transformer at Seik Development	In Progress
Load Controls (x50)	In Progress
Portable Reel Rack	Done
Safety Signage	
Underground Locating Equipment	Done
Crushed Rock	Done
Directional Boring	In Progress
Tool Replacement	In Progress
South NPPD Substation Property	Owner
Vehicle Lease	Done
<b>Fire</b>	
Emergency Vehicle Pre-emption System	In Progress
Bunker Gear Equipment	Done
Computer Hardware	Done
Rescue Saw	Done
K12 Saw	Done

Nozzle Upgrades (x6)	Done
Black Leather Boot Sets (x15)	Done
Safety Helmet Replacements	Done
Building Monitor System	Done
HAVC Upgrade & Repairs	In Progress
Building Bay Light Upgrades	Done
Garage Door Transmitters	Done
Truck Smoke Fans	Done
Building Flag Plaza Lighting	Done
Banquet Tables	Done
Motorola Pagers	Done
Unit 95 Rescue	In Progress
<b>Library</b>	
Computer Replacement	In Progress
<b>Parks</b>	
Nebraska Game & Parks - Marketing & Signage	Done
Playground Mulch	In Progress
Centennial Park Shelter Repairs	
Training Center Concrete Repairs	Done
Bemis Park Shelter Repairs	
Boy Scout Building Repairs	Done
Independence Landing Project	Done
Electronic Registration Active Inc., Software	
Emerald Ash Borer	
State National Guard Museum	In Progress
Mower 16' Replacement	Done
<b>Police</b>	
Purchase 5 Smart Siren Control Heads	In Progress
Computer Hardware Updates	Done
Office Chairs (x2)	Done
Replace 2008 Vehicle with lease payment on 2014	In Progress
Replace 2010 Vehicle with lease payment on 2014	In Progress
Payment for 2011 Patrol Vehicle	Done
Vehicle Video Camera Upgrade	In Progress

Building Floor Repairs	In Progress
Vehicle Radio Upgrades	Done
Software Upgrades	
<b>Rail Site</b>	
Project Buy Out - 14.31 Acres	In Progress
Project Buy Out - 257 Acres	In Progress
<b>Recreation</b>	
Infield Conditioning	Done
Infield Drag Equipment	Done
Sports Complex Building Fencing	Done
Sports Complex Soccer Restrooms	
Sports Complex Soccer Irrigation System	In Progress
Soccer Field Construction & Engineering Study	
Ball Park Lights - Complex	In Progress
<b>Recycle</b>	
Recycling Containers	
<b>Street</b>	
Mower for Right-of-Way Area	Done
Street Dept. Pump Station Rehab	In Progress
ADA Sidewalk Repairs	In Progress
Street Rehab	In Progress
New Hiker Biker Trail Grant Project	In Progress
Karol Kay Paving & Storm Sewer Project	In Progress
Paving South Jackson - 11th to 10th Streets	Done
Paving \Storm Water Improvements Cedar St. from 5th To 6th	In Progress
Paving Progressive to Twin Oaks; to Walnut Street Projects	
BobCat Replacement Lease (2003)	Done
Motor Grader Lease (1968)	Done
Stump Cutter Replacement	Done
Soft Cut Concrete Saw	
Izaak Walton Rd Inter Department Transfer	Done
Entrance Drive to Orshlens & Dollar General	In Progress
Replace 15' Shredder Mower	Done
Supplies, Cold Patch, Tools, Concrete Etc.	In Progress

BobCat attachment 68" Angle Broom	Done
Sidewalk - CUNE to Trail	
CUNE to North Columbia - Signage	
Stainless Steel Salt Spreader Attachment	Canceled
Brush Cutter Attachment for BobCat	Done
Evergreen & Hwy. 34 Storm Water 24" Culvert	
Community Entrance Signage - Plaza	
Retaining Wall Landscape Project (First Impressions)	
<b>Water</b>	
Recondition Wells	In Progress
Install Well Variable Frequency Drive Upgrades	Done
Hydraulic Engineering Study/Improvements #1	In Progress
Hydraulic Engineering Study/ Improvements #4-A	In Progress
Backhoe Replacement / WWT Share (Lease)	Done
Replace 1993 Chevy Service Van with pick up	Done
Bulk Water Operation System	Canceled
<b>Waste Water</b>	
Sewer Line Upgrades	In Progress
Raw Lift Station Pumps	In Progress
Waste water Sampler	
Valve Upgrade	Done
Sludge Transfer Pumps Replacements	
Vehicle Replacement (x1)	Done
Service Response Vehicle Camera & Equipment	In Progress
Backhoe Replacement - Split with Water Collection	Done

## **City Project Report 06/16/2015**

1. Administration –
  - a) Working with vender on Code codification process
  - b) Budget Process
2. CIP Projects –
  - a) Great Plains Build out in progress
  - b) Grant information for Civic Center ADA updates
  - c) Sold Lot 3 of the cemetery lots
  - d) Rail site meeting 06/18, 2015
3. Building & Planning Department –
  - a) CIP Info for 205/2016
  - b) Blight area amendment for Rail Campus
  - c) Comprehensive plan updates
4. Street Department –
  - a) Assist on Cedar Street projects
  - b) NDOR meeting – Status of Karol Kay (wetlands mitigation) 06/11/2015
  - c) NDOR meeting – Status of trail project (rail crossings) 06/16/2015
  - d) Corp of Engineers violation update
5. Electric Department –
  - a) Installation of new LED street lights in progress
  - b) Replace 3 Phase Primary & Junction Cabinet at Link Library
6. Water & Waste Water Department –
  - a) Digester storage tank repairs
  - b) Well Upgrades
7. Park & Rec Department –
  - a) Swim lessons started
  - b) Quotes for Succor irrigation systems plan for install
  - c) Design arch for the entrance of Kay Park

# **City of Seward, NE**

**Tuesday, June 16, 2015**

**Regular Session**

## **Item G13**

### **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, June 16, 2015**

**Regular Session**

## **Item G14**

### **ANNOUNCEMENT OF UPCOMING EVENTS - Mayor Eickmeier**

*July 4th Celebration*

**Staff Contact:**



# **City of Seward, NE**

**Tuesday, June 16, 2015**

**Regular Session**

## **Item G15**

### **CONSIDERATION OF CITY ADMINISTRATOR**

*Appointment*

*Contract (Employment Agreement)*

**Staff Contact:**

## BRUCE E. SMITH

110 Wagon Trail Drive, Ogallala, NE 69153

308-289-9334

brucesmith764@hotmail.com

April 7, 2015

Mayor Joshua Eickmeier  
P.O. Box 38  
537 Main Street  
Seward, NE 68434

Dear Mayor Eickmeier:

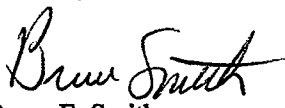
I am writing to express my interest in bringing my nearly 30 years of City Government management and broad business experience to the City Administrator position at Seward.

With 13 years of experience as the City Administrator in Kimball and almost 2 years as City Manager of Ogallala, I am confident I can play a key role in the success of Seward. My qualifications are especially geared for this position, including:

- Deep management insight gained through key senior-level management positions, including *City Manager* of Ogallala, Nebraska, *City Administrator* of Kimball, Nebraska, *Town Clerk/Treasurer* of Lusk, Wyoming and, *Chief Operating Officer* for a community-owned natural gas supplier in Nebraska, ACE.
- Extensive experience in program management and operations, including strategic direction, staff management, resource allocation, forecasting and scoping, budgeting, human resources, and purchasing.
- Particular talent for building, leading, and motivating teams to promote individual talents, facilitate team productivity, and contribute to the organization's success.
- Expertise in directing complex projects and initiatives, leveraging diverse business analysis skills, and resolving critical problems, to improve business processes, increase operational efficiencies, and reduce costs.
- Broad experience in contract negotiations, Board and public relations, vendor, client, and subcontractor relationship management, and working with the public on a daily basis.

Additional capabilities are listed in the enclosed résumé. When you look at my past positions, you will notice I have gone through several positions in the last 10 years after only 2 jobs in almost 20 years. I can easily explain the reasons for these job changes given the opportunity. I made a mistake leaving the City of Ogallala and would like to get back to being a City Administrator. I believe my background is especially tailored for the City Administrator position and I would appreciate the opportunity for an interview. If you have any questions, I can be reached at the number listed above. Thank you for your time and consideration.

Sincerely,

  
Bruce E. Smith

4/10/15  
BES

## **BRUCE E. SMITH**

110 Wagon Trail Drive, Ogallala, NE 69153

308-289-9334

brucesmith764@hotmail.com

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### **Administrator & Business Manager**

Visionary, astute Administrator and Manager with over two decades of diverse management experience, with particular expertise in local government management, sales management, and operations oversight across public and private sectors. History of successfully managing complex, capital-intensive programs, improving process efficiencies, reducing costs, and improving sales practices. Demonstrated ability to mediate and build consensus among disparate groups to achieve critical organizational goals. Adept communicator with superior employee, customer, Board, vendor, and public relations abilities.

#### **PROFESSIONAL EXPERIENCE**

**AMERICAN SHIZUKI CORPORATION, Ogallala, Nebraska**

2013 – Present

***Director of Sales and Marketing***

- Managed sales force and customer support team for global manufacturer of capacitors.
- Directed marketing strategy for company's diverse product offerings; developed and implemented direct marketing campaigns, produced marketing collateral and trade articles.
- Led sales efforts to effectively target wholesale distributor market; established sales and revenue goals, directed and empowered sales staff.
- Managed manufacturer representatives including hiring and replacing firms that were not producing, and participated in key sales calls with the representatives.

**CITY OF OGALLALA, Ogallala, Nebraska**

2011 - 2013

***City Manager***

- Oversee the operations of City of Ogallala, managing 10 municipal departments including police, parks, water, sewer, fire, ambulance, recreation, transportation, and streets.
- Defined short-term and long-range program plans, managed departmental budgets, and hired and terminated municipal employees.
- Managed all human resources for the City, including payroll, benefits packages and making sure reports were completed accurately and timely.
- Work with the City Council to establish critical program policies, tax rates, utility rates, and more.
- History of making the tough decisions in the best interest of the City and its citizens.
- Responded effectively to community citizen concerns and complaints, and engaged in media relations activities when warranted, maintaining program and public relations policies in all communications to ensure productive agency representation.

**LEWAN & ASSOCIATES, INC., Cheyenne, Wyoming**

2008 – 2011

***Wyoming Account Manager***

- Managed the Wyoming Sales Territory for the copier division of Lewan & Associates, Inc.
- Selling of Office Machines to new and established customers by setting margins and price of machine to maximize profit for the company.

**PROFESSIONAL EXPERIENCE***(Continued)*

- Maintain good customer relations for the company including contracts with the State of Wyoming, Albany County School District, and FE Warren Air Force Base.

**BENEATH YOUR FEET, Littleton, Colorado****2007 – 2008*****Manager***

- Directed day-to-day operations of flooring and cabinetry company serving new construction, residential, and commercial markets.
- Recruited, hired, trained, and managed all resources, including sales personnel and subcontractors.
- Oversaw all company finances and related processes, including budgeting, profit and loss, accounts receivable, accounts payable, and payroll.
- Provided customer management and support, and negotiated and managed contracts to ensure customer satisfaction and profitability.

**GEORGE RISK INDUSTRIES, Kimball, Nebraska****2005 – 2007*****Director of Sales & Marketing***

- Managed sales force and customer support team for global manufacturer of home and commercial burglar alarms and other security products.
- Directed marketing strategy for company's diverse security product offerings; developed and implemented direct marketing campaigns, produced marketing collateral and trade articles, and promoted products at trade shows.
- Led sales efforts to effectively target wholesale distributor market; established sales and revenue goals, directed and empowered sales staff.
- Managed manufacturer representatives including hiring and replacing firms that were not producing, and participated in key sales calls with the representatives.

**NEBRASKA MUNICIPAL POWER POOL (NMPP), Lincoln, Nebraska****2003 – 2005*****Chief Operating Officer, Public Alliance for Community Energy (ACE)***

- Directed purchasing and sales of natural gas in Kinder Morgan Choice Gas Supply Program, for ACE, a community-owned supplier of natural gas in Nebraska.
- Established and managed department budgets, and defined sales and revenue objectives.
- Oversaw sales and customer support staffs in providing superior and productive relations with distributor clientele.
- Managed top commercial accounts through direct customer relations and seasoned sales strategies.

**CITY OF KIMBALL, Kimball, Nebraska****1990 – 2003*****City Administrator***

- Oversaw day-to-day operations of City of Kimball, managing 10 municipal departments including police, parks, electric, water, sewer, sanitation, recycling, safety, and streets. Managed the utility billing department responsible for over 2,000 accounts.

**PROFESSIONAL EXPERIENCE***(Continued)*

- Defined short-term and long-range program plans, managed departmental budgets, and hired and terminated municipal employees. Applied for and received numerous grants including grants for yard waste receptacles, a bailer for the landfill, and transfer station for landfill.
- Managed all human resources for the City, including payroll, benefits packages and making sure reports were completed accurately and timely.
- Liaised with City Council and Board of Public Works to established critical program policies, tax rates, utility rates, and more.
- Responded effectively to community citizen concerns and complaints, and engaged in media relations activities when warranted, maintaining program and public relations policies in all communications to ensure productive agency representation.

**TOWN OF LUSK, Lusk, Wyoming**  
***Town Clerk/Treasurer***

**1985-1990**

- Prepared the budget for the Town, and did all reports for the Town and State.
- Managed all human resources for the City, including payroll, benefits packages and making sure reports were completed accurately and timely.
- Worked with the Town Council to established critical program policies, tax rates, utility rates, and more.

**EDUCATION**

**BLACK HILLS STATE UNIVERSITY, Spearfish, South Dakota**  
***Bachelor of Science, Business Administration, Management & Operations, 1982***

**NIOBRARA COUNTY HIGH SCHOOL, Lusk, Wyoming**

**BOARD MEMBERSHIPS**

- Kimball County Hospital Board of Directors, Vice-Chairman and liaison between Board and Medical Providers
- Kimball County Hospital Foundation Board of Directors
- Municipal Energy Agency of Nebraska Board of Directors, Past-Chairman
- Public Alliance for Community Energy Board of Directors, Past-Chairman

## EMPLOYMENT AGREEMENT

This Agreement, made and entered into this \_\_\_\_\_ day of June, 2015, by and between the City of Seward, Nebraska, a Political Subdivision ("CITY") and \_\_\_\_\_ ("EMPLOYEE"), shall be as follows:

WHEREAS, CITY desires to employ the EMPLOYEE as its City Administrator; and

WHEREAS, EMPLOYEE desires to accept employment as City Administrator for CITY under the terms and conditions contained herein; and

WHEREAS, CITY and EMPLOYEE desire to provide for procedures, benefits and requirements regarding the employment of EMPLOYEE by CITY.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and each of the parties intending to be legally bound hereby, it is agreed as follows:

1.1 **Duties:** CITY agrees to employ EMPLOYEE as its City Administrator to perform the duties and functions of City Administrator authorized by the laws of the State of Nebraska, and the City Municipal Code. EMPLOYEE accepts the offer of employment and agrees to perform the duties and functions established by CITY.

1.2 EMPLOYEE agrees to remain in the exclusive employ of the CITY until termination or resignation as provided for in this Agreement. The EMPLOYEE shall not use any confidential information obtained through his position as City Administrator for personal gain. Both parties acknowledge that exclusive employment shall mean that EMPLOYEE shall not accept any outside employment from any source whatsoever without first obtaining written approval from CITY.

2.1 **Compensation:** EMPLOYEE shall receive annual compensation in an amount established by ordinance. The initial annual compensation commencing \_\_\_\_\_, 2015,

shall be \$101,964.00. Any increases in compensation may be made by the CITY based upon merit, comparability surveys, and/or cost of living allowances. Any changes in compensation shall be established by Ordinance.

2.2 EMPLOYEE's compensation shall be paid in the same manner payment is made to the CITY's employees.

3.1 **Term:** EMPLOYEE shall be appointed by the Mayor and confirmed by the Council and shall hold the office of City Administrator for a term commencing on \_\_\_\_\_, 2015, until the end of the Mayor's term of office and until the EMPLOYEE's successor is appointed and qualified, unless sooner removed by the Mayor with approval of a majority of the Council or the ordinance creating the office of City Administrator is repealed.

4.1 **Automobile Use:** CITY will provide a vehicle for use by EMPLOYEE for business use only. In the event the CITY vehicle is unavailable, EMPLOYEE will be reimbursed for use of his personal vehicle for business use at the most current Nebraska Department of Administrative Services rate.

5.1 **Insurance Coverage:** During the term of this Agreement, CITY shall pay the full premium for accident and major-medical insurance for EMPLOYEE and his spouse.

5.2 During the term of this Agreement, CITY shall furnish and provide EMPLOYEE with insurance protection, including comprehensive general liability and errors and omissions coverage applicable to all acts or omissions of EMPLOYEE arising out of his employment.

5.3 During the term of this Agreement, CITY shall provide to EMPLOYEE level term life insurance on the life of EMPLOYEE in an amount equal to EMPLOYEE's annual compensation.

6.1 **Paid Leave:** EMPLOYEE, upon commencing employment, shall be frontloaded and credited with eighty (80) hours of vacation leave and shall receive all vacation leave in addition to the sick leave, holidays, funeral leave and other leave available to the CITY's employees.

7.1 **Retirement:** During the term of this Agreement, CITY agrees to contribute six percent (6%) of EMPLOYEE's base salary to the International City Management Association Retirement Corporations' (ICMA-RC) Deferred Compensation and/or Money Purchase Plans, or other retirement plans as directed by EMPLOYEE in writing. CITY's contribution will be in addition to EMPLOYEE's compensation and will be deposited in the ICMA-RC Plan or Plans in equal, proportionate shares each pay period. Further, CITY agrees to adopt by resolution, and execute all necessary agreement provided by ICMA-RC for CITY's participation in the ICMA-RC Deferred Compensation and/or Money Purchase Plans.

7.2 In the event of EMPLOYEE's termination, if EMPLOYEE elects to leave funds in the Retirement Plan of the CITY, EMPLOYEE agrees to pay the administrative costs attributable to EMPLOYEE's account.

8.1 **Professional Development:** CITY hereby agrees to pay all pre-budgeted travel and subsistence expenses of EMPLOYEE for professional and official travel, meetings and occasions adequate to continue the professional development of EMPLOYEE, and to adequately pursue necessary official and other functions of the CITY, including, but not limited to, state league of municipalities and such other national, regional, state and local governmental groups and committees thereof which EMPLOYEE serves as a member. EMPLOYEE shall secure prior approval of the Mayor when EMPLOYEE plans to attend a conference or meeting away from the CITY and shall designate an employee in charge during his absence. EMPLOYEE shall leave a phone number and/or address where he may be contacted during his absence.



8.2 CITY also agrees to pay for all pre-budgeted travel and subsistence expenses of EMPLOYEE to attend the Nebraska City Management Association (NCMA) Summer Conference, and International City Management Association (ICMA) Annual Conference short courses, institutes and seminars that are necessary for his professional development and for the good of the CITY. Travel, subsistence and other associated expenses shall be governed in accordance with CITY Personnel Policies.

9.1 **Business Expenses:** During the term of this Agreement, CITY agrees to pay all membership fees and dues owed for EMPLOYEE's participation in ICMA and NCMA commencing on the date of the signing of this Agreement.

9.2 CITY shall, during the term of this Agreement, reimburse EMPLOYEE for all employment-related expenses, including, but not limited to, meals and subscriptions. CITY shall pay EMPLOYEE \$100.00 per month for cell phone allowance.

9.3 CITY shall reimburse EMPLOYEE up to \$5,000.00 for the cost of relocating to Seward, Nebraska, in accordance with the expense payment policies of the CITY.

10.1 **Termination:** Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the CITY to terminate the services of the EMPLOYEE at any time prior to the end of the term, subject only to the provisions set forth in Sections 10.3, 10.4, 10.5 and 10.6 of this Agreement.

10.2 Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the EMPLOYEE to resign at any time from his position with the CITY, subject only to the provision that EMPLOYEE shall give the CITY one (1) month notice in advance, unless the parties otherwise agree. However, the resignation of the EMPLOYEE shall allow the CITY the option to request such releases and waivers of the EMPLOYEE, as designated under Section 10.5 of this

Agreement which releases shall in turn trigger the obligation of the CITY to make the payments specified in Section 10.5 of this Agreement.

10.3 The CITY shall have the right at any time during the term of this Agreement to terminate the EMPLOYEE for just cause. "Just cause" is defined as any of the following:

- (a) Incompetence, which shall include, but not be limited to, demonstrated deficiencies or shortcomings in knowledge of subject matter or administrative skills.
- (b) Neglect of duty.
- (c) Unprofessional conduct.
- (d) Insubordination.
- (e) Physical or mental incapacity.
- (f) Other conduct, which interferes substantially with the continued performance of duty.
- (g) Conviction of a felony or misdemeanor either: (1) during employment under this Agreement, or (2) prior to employment, if not disclosed in writing by the EMPLOYEE prior to execution of this Agreement.
- (h) Commission of any dischargeable offense as defined in the Personnel Rules for the City of Seward.

Termination for just cause shall not require the CITY to request the granting of any release or waiver under Section 10.5 of this Agreement. However, the CITY may request such releases and waivers of the EMPLOYEE terminated for just cause, which shall then trigger the obligation of the CITY to pay the sum specified in Section 10.5 of this Agreement.

10.4 In the event the CITY, during the term of this Agreement, terminates EMPLOYEE for any or no reason other than as set forth in Section 10.3, the CITY shall make payments as specified in Section 10.5 of this Agreement in exchange for the releases and waivers specified in Section 10.5 of this Agreement.

10.5 The CITY agrees to provide such a lump sum payment to the EMPLOYEE to avoid the expense of:

- (a) Conducting a pre- and post-termination grievance hearing which will cost the CITY at least one (1) month's salary for the City Administrator.
- (b) Conducting a Loudermill hearing and "full blown" due process hearing which will cost the CITY at least two (2) month's salary for the City Administrator.
- (c) Defending a discrimination charge brought under the municipal code, state law, and/or federal law which will cost the CITY at least two (2) month's salary for the City Administrator.
- (d) Defending a breach of contract claim which will cost the CITY at least one (1) month's salary for the City Administrator.
- (e) The EMPLOYEE, in accepting this lump sum payment, agrees to sign the releases and waivers required hereunder and further agrees that after termination of employment with the CITY that he will voluntarily participate and cooperate with the CITY in the defense of the CITY and its elected officials and employees and the prosecution of any action or proceeding about which the EMPLOYEE has knowledge, including any litigation related to these actions. Such participation and cooperation includes, for example, agreeing to speak with the CITY's attorneys at mutually convenient times regarding the facts of the matter and agreeing to make himself available for a deposition and/or trial.
- (f) The CITY shall prepare such release and waiver forms, as the CITY deems appropriate, to be signed by the EMPLOYEE in accordance with this paragraph.

10.6 The failure of the CITY to renew any employment contract containing language similar or identical to Sections 10.1 through 10.5 of this Agreement shall be treated as a termination for any or no reason and shall trigger the payment of amounts and execution of releases as set forth in Section 10.5 of this Agreement.

11.1 **General Conditions of Employment:** In addition to the benefits referred to herein, CITY shall provide EMPLOYEE with any and all other benefits that apply to other CITY

employees as set for in the CITY's Employee Manual, except when such other benefits are inconsistent with or contrary to provisions of this Agreement.

12.1 **Miscellaneous/General Provisions:** The parties acknowledge that this Agreement represents the entire understanding between them as to the subject matter hereof and may not be modified, altered or amended except in writing and then only with written approval of each of the parties hereto.

12.2 This Agreement shall be construed according to the laws of the State of Nebraska.

12.3 Any provision of this Agreement found to be prohibited by law shall be ineffective only to the extent of such prohibition, without invalidating the remainder of this Agreement.

12.4 CITY will bear the full cost and expense of any fidelity or other bond required to allow EMPLOYEE to perform his duties and functions.

CITY OF SEWARD, NEBRASKA

EMPLOYEE

By: \_\_\_\_\_  
Mayor Joshua Eickmeier

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

ATTEST:

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

**City of Seward, NE**  
**Tuesday, June 16, 2015**  
**Regular Session**

**Item G16**

**MOTION TO ADJOURN**

**Staff Contact:**