

Seward County Board of Commissioners

September 30, 2014

State of Nebraska)
County of Seward) ss.

A regular meeting of the Seward County Board of Commissioners was convened in open and public session at 9:00 a.m. on September 30, 2014 in the Commissioner's room at the Seward County Courthouse. Notice of the meeting was posted on the Courthouse bulletin board and on the Commissioner's room door. The agenda for all meetings is kept continually current and is available for public inspection at the County Clerk's Office during normal business hours. The agenda is held open until one business day prior to the meeting for appearance before the Board. The Board of Commissioners has the right to modify the agenda to include items of an emergency nature only at such public meeting.

The Seward County Board of Commissioners convened on September 30, 2014 at 9:00 a.m.

Present: Chairman: Darrell Miller
 Members: Mike Luebbe, Scott Stuhr, Mary Koci
 County Clerk: Sherry Schweitzer
Absent: Member: Diana Garske

The Chairman noted that the public meeting information is posted as required by law and available for public distribution if requested.

The Pledge of Allegiance was recited.

Moved by Koci and seconded by Luebbe to approve the minutes of September 23, 2014.

Affirmative Vote: Koci, Luebbe, Stuhr, Miller

Motion Carried

Gary Petersen led discussion of the Hazard Mitigation Plan for 2014.

Moved by Koci and seconded by Luebbe to adopt Resolution No. 3133 in regard to the Hazard Mitigation Plan.

RESOLUTION NO. 3133 OF THE SEWARD COUNTY BOARD OF COMMISSIONERS

WHEREAS, the Federal Disaster Mitigation Act of 2000 was signed in to law on October 30, 2000, placing new emphasis on state and local mitigation planning for natural hazards and requiring communities to adopt a hazard mitigation action plan to be eligible for pre-disaster and post-disaster federal funding for mitigation purposes; and

WHEREAS, a Multi-jurisdictional Hazard Mitigation Plan was prepared by Seward County, with assistance from JEO Consulting Group, Inc. of Lincoln, NE. which includes the jurisdiction of Seward County.

WHEREAS, the purpose of the mitigation plan was to lessen the effects of disasters by increasing the disaster resistance of the County and participating jurisdictions located within the planning boundary by identifying the hazards that affect the County and prioritize mitigation strategies to reduce potential loss of life and property damage from those hazards, and

WHEREAS, FEMA regulations require documentation that the plan has been formally adopted by the governing body of Seward County in the form of a resolution and further requesting approval of the plan at the Federal Level; and

NOW, THEREFORE, the governing body of Seward County does herewith adopt the Seward County Multi-jurisdictional Hazard Mitigation Plan in its entirety.

Dated this 30th day of September, 2014.

AYES: Mary Koci, Scott Stuhr, Michael Luebbe

Chairman of the Board, Darrell Miller
ABSENT: Garske
ATTEST: Sherry Schweitzer, Seward County Clerk
Affirmative Vote: Koci, Luebbe, Stuhr, Miller Motion Carried

Commissioners Reports:

Commissioner Luebbe reported he attended a Quarterly Safety Meeting, a Quarterly Dept. Head Meeting, a Southeast NACO meeting, and an Economic Development Luncheon.

Moved by Stuhr and seconded by Koci to approve the Surplus Property Disposal Report from the Clerk of the District Court.
Affirmative Vote: Stuhr, Koci, Luebbe, Miller Motion Carried

Dennis Kahl of the Extension Office was present to discuss the moving process for the Extension Office during the Justice Center Construction. He had a quote from a company for the cost of the moving.

Moved by Luebbe to use County resources to move the Extension Office from its current office to a new temporary office during the Justice Center Project Construction.

Motion died for lack of a second.

Kahl will get more quotes for the moving process and the item will be discussed again next week.

The Skid Steer Loader Lease Agreement was discussed.

Moved by Stuhr and seconded by Luebbe to adopt Resolution No. 3134 in regard to renewing the lease agreement for the Skid Steer loader.

**RESOLUTION NO. 3134 OF THE SEWARD COUNTY
BOARD OF COMMISSIONERS**

WHEREAS, Seward County (the "Governmental Entity"), a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of Nebraska (the "State"), is authorized by the laws of the State to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, In order to acquire such equipment, the Governmental Entity proposes to enter into a lease-purchase transaction pursuant to that certain Governmental Equipment Lease-Purchase Agreement (the "Agreement") with Caterpillar Financial Services Corporation, the form of which has been presented to the governing body of the Governmental Entity at this meeting;

NOW THEREFORE, BE IT RESOLVED;

Section 1. Approval of Documents. The form, terms and provisions of the Agreement and all other schedules and exhibits attached thereto are hereby approved in substantially the form presented at this meeting, with such insertions, omissions and changes as shall be approved by counsel of the Governmental Entity or other members of the governing body of the Governmental Entity executing the same, the execution of such documents being conclusive evidence of such approval; and the persons holding the titles listed below or any other officer of the Governmental Entity who shall have the power to execute contracts on its behalf are hereby authorized and directed to execute, acknowledge, countersign and deliver the Agreement and all exhibits attached thereto, and the Secretary/Clerk of the Governmental Entity is hereby authorized to attest to the foregoing and affix the seal of the Governmental Entity to such documents.

Section 2. Other Actions Authorized. The officers and employees of the Governmental Entity shall take all action necessary or reasonably required by the parties to the Agreement to carry out, give effect to and consummate the transactions contemplated thereby and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery

of any closing and other documents require to be delivered in connection with the Agreement.

Section 3. No General Liability. Nothing contained in this Resolution, the Agreement, or any other instrument shall be construed with respect to the Governmental Entity as incurring a pecuniary liability or charge upon the general credit of the Governmental Entity or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreement, or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Governmental Entity or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement.

Section 4. Authorized Signatories. Following are the true names, correct titles and specimen signatures of the incumbent officers referred to in the foregoing resolution:

AYES: Scott Stuhr, Michael Luebbe, Mary Koci

Chairman of the Board, Darrell Miller

ABSENT: Garske

Dated this 30th day of September 2014

ATTEST: Sherry Schweitzer, Seward County Clerk

Affirmative Vote: Stuhr, Luebbe, Koci, Miller

Motion Carried

Moved by Stuhr and seconded by Koci to authorize the Chairman sign the renewal documents for the Skid Steer Loader.

Affirmative Vote: Stuhr, Koci, Luebbe, Miller

Motion Carried

Sue McHugh of the Seward Youth Center was present to request use of the Courthouse lawn.

Moved by Stuhr and seconded by Koci to authorize the Seward Youth Center use the courthouse lawn for Supervised After School Activity September 30, October 2 & 3, 2014 from 4-5 p.m.

Affirmative Vote: Stuhr, Koci, Luebbe, Miller

Motion Carried

John Owens and Brian Coyman of Edward Jones were present to discuss several bonding procedures and documents that need to be considered. Coyman led discussion on information about the bonds such as interest rates, term, etc.

Taylor Felix was in attendance to ask that a representative for the Commissioners be appointed to replace Commissioner Garske on the Personnel Board.

Moved by Koci and seconded by Stuhr to appoint Commissioner Luebbe to the Personnel Board.

Affirmative Vote: Koci, Stuhr, Luebbe, Miller

Motion Carried

Felix also stated that the Personnel Board had received a request to allow employees to use vacation or compensatory time during the payroll transition period during the months of January 2015 to June 2015. The Personnel Board did recommend it be allowed and that employees would need to let their supervisor know that they wanted to use it by the 15th of the month. Commissioner Luebbe stated that currently the County does not pay comp time. Commissioner Stuhr stated that it would not financially put an extra burden on an office's budget.

Moved by Koci and seconded by Stuhr to allow employees to use accrued compensatory time or accrued vacation during the 6 month payroll period transition process and employees must request this by the normal claim deadline of the 15th of the month to his/her Department Head for the month that the wages are being paid.

Affirmative Vote: Koci, Stuhr, Miller

Voting No: Luebbe

Motion Carried

Joe Yocum was present to discuss the approval and change status for Lisa Borges. He stated there were several instances in which she is qualified to be a full appointment for Deputy Sheriff rather than just Court Security.

Moved by Stuhr and seconded by Luebbe to approve the change status for Lisa Borges from Court Security to Deputy Sheriff.
Affirmative Vote: Stuhr, Luebbe, Koci, Miller Motion Carried

Moved by Stuhr and seconded by Koci to approve the Surplus Property Disposal for the Fleet Inventory.
Affirmative Vote: Stuhr, Koci, Luebbe, Miller Motion Carried

Moved by Koci and seconded by Luebbe to accept the Sheriff Fees and Mileage Report for August 2014 in the amount of \$1,680.00 and \$915.38 respectively.
Affirmative Vote: Koci, Luebbe, Stuhr, Miller Motion Carried

Moved by Stuhr and seconded by Luebbe to recommend approval of the Special Designated Liquor License for JUNTO, LLC.
Affirmative Vote: Stuhr, Luebbe, Koci, Miller Motion Carried

Moved by Stuhr and seconded by Koci to approve the right of way documents for Project C-80(257) Tract # 9, Staplehurst West located between Sections 30 & 31, Township 12 North, Range 2 East of the 6th p.m.
Affirmative Vote: Stuhr, Koci, Luebbe, Miller Motion Carried

Dave Nicolaus was present to discuss a road drainage project near his property. The Road Dept. crew had begun to work on the project when neighbors of Nicolaus asked that they not have water drained onto their property. The ditch gets full of water because of drainage issues. The Commissioners stated that they need to consider the drainage of the road and its ditches. The ditch needs to be dug out and a culvert put in for a driveway. They directed Daehling to continue with the project.

Commissioners Reports (Cont.):

Commissioner Stuhr had no report.

Commissioner Koci reported she attended a BRIDGES meeting the previous week.

Commissioner Miller reported he had a couple of road issues that he dealt with.

Moved by Stuhr and seconded by Luebbe to sign the land access authorization with Ron Luth for the Big Blue River Debris Removal Project.
Affirmative Vote: Stuhr, Luebbe, Koci, Miller Motion Carried

Moved by Stuhr and seconded by Koci to sign the land access authorization with E.J. Potter for the Big Blue River Debris Removal Project.
Affirmative Vote: Stuhr, Koci, Luebbe, Miller Motion Carried

Moved by Koci and seconded by Luebbe to approve the right of way request for Windstream in the SE ¼ of Section 17, Township 10 North, Range 1 East of the 6th p.m.
Affirmative Vote: Koci, Luebbe, Stuhr, Miller Motion Carried

Moved by Stuhr and seconded by Luebbe to accept the withdrawal of Commissioner Garske as Vice Chair of the Board of Commissioners.
Affirmative Vote: Stuhr, Luebbe, Koci, Miller Motion Carried

Moved by Koci and seconded by Luebbe to appoint Scott Stuhr as Vice Chair of the Board of Commissioners.
Affirmative Vote: Koci, Luebbe, Stuhr, Miller Motion Carried

Coyman and Owens were in attendance at the end of the meeting to give the latest interest information for the bonds that were being marketed for the Justice Center Project.

Moved by Stuhr and seconded by Koci to adopt Res. 3135 in regard to the bonding process of the Justice Center Project.

**BEFORE THE BOARD OF COMMISSIONERS
OF THE COUNTY OF SEWARD, NEBRASKA**

**A RESOLUTION AUTHORIZING THE
ISSUANCE OF LIMITED TAX GENERAL
OBLIGATION BONDS, SERIES 2014, OF THE
COUNTY OF SEWARD, NEBRASKA IN THE
PRINCIPAL AMOUNT OF \$10,000,000 FOR
THE PURPOSE OF REMODELING,
RENOVATION OR REPLACING THE EXISTING
JAIL TO CREATE A NEW JUSTICE CENTER;
PRESCRIBING THE FORM AND DETAILS OF
THE BONDS; AGREEING TO LEVY AN ANNUAL
TAX PURSUANT TO SECTION 23-120(3)(B),
REISSUE REVISED STATUTES OF NEBRASKA,
AS AMENDED, FOR THE PAYMENT OF THE
PRINCIPAL OF AND INTEREST ON THE
BONDS; MAKING CERTAIN COVENANTS AND
AGREEMENTS WITH RESPECT THERETO; AND
RELATED MATTERS**

RESOLUTION NO. 3135

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF SEWARD, NEBRASKA:

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF SEWARD, NEBRASKA:

Section 1. The Board of Commissioners (the **“Board”**) of The County of Seward, Nebraska (the **“County”**) hereby finds and determines as follows:

(a) The County is a county and political subdivision created and existing under the laws of the State of Nebraska (the **“State”**), including, without limitation, Section 22-180, Reissue Revised Statutes of Nebraska, as amended.

(b) The County has identified and hereby designates either (1) remodeling and renovating the Seward County Justice Center and constructing, equipping and furnishing an addition thereto, together with such other work as is necessary, desirable or advisable in connection therewith or (2) demolishing the existing Seward County Justice Center and constructing, equipping and furnishing a replacement facility (collectively, the **“Project”**) as a “project” within the meaning of Section 23-120, Reissue Revised Statutes of Nebraska, as amended (**“Section 23-120”**).

(c) On the day the County first initiated the Project, the County had no bonded indebtedness payable from its general fund levy.

(d) The County (1) is authorized pursuant to Section 23-120(3)(b) to make an annual levy of not to exceed 5.2¢ per \$100 upon the taxable value of all the taxable property in the County, subject to the County’s constitutional levy limitation, for a period not to exceed twenty years to pay the costs of the Project, and (2) has not collected any levy of taxes pursuant to Section 23-120 to pay the costs of the Project.

(e) Except for the Project, the County has not designated any other projects pursuant to the provisions of Section 23-120 payable from the 5.2¢ levy authorized thereby.

(f) It is necessary, desirable, advisable, and in the best interest of the County that the Project be constructed, equipped and furnished and that the County issue bonds (the **“Bonds”**) pursuant to Section 23-120 to pay the costs thereof.

(g) The taxable valuation of the County under the 2014 assessment, being the last certified assessment thereof, is \$2,728,107,635.

(h) The maximum annual debt service payable on the Bonds will not exceed a levy of 5.2¢ per \$100 upon all the taxable property in the County based upon the County’s estimated taxable valuations for each year in which the Bonds will be outstanding.

(i) All conditions, acts and things required by law to exist or to be done precedent to the issuance of the Bonds do exist and have been done in due form and time as required by law.

Section 2. For the purpose of paying (a) the costs of the Project and (b) the costs of issuing the Bonds, the Bonds shall be and are hereby ordered issued in the principal amount of Ten Million Dollars (\$10,000,000), designated “The County of Seward, Nebraska Limited Tax General Obligation Bonds, Series 2014.” The Bonds shall (1) be fully registered as to both

principal and interest on the books of registration maintained by The Jones National Bank and Trust Company of Seward, the bond registrar and paying agent (the “**Registrar**”) therefor; (2) be issued in the denomination of \$5,000 or any integral multiple thereof; (3) be numbered consecutively from R-1 upward in the order of issuance; (4) be dated the date of delivery thereof (the “**Date of Original Issue**”); and (5) mature on December 15 in the years and in the amounts and bear interest calculated on the basis of a 360-day year consisting of twelve 30-day months at the rates per annum set forth below:

<u>Maturity Date</u> <u>(December 15)</u>	<u>Principal</u> <u>Amount</u>	<u>Annual Rate</u> <u>of Interest</u>
2015	\$375,000	2.000%
2016	425,000	0.550
2017	425,000	0.800
2018	430,000	1.125
2019	435,000	1.400
2020	440,000	1.700
2021	445,000	2.000
2022	455,000	2.250
2023	465,000	2.500
2024	485,000	2.550
2025	490,000	2.700
2026	505,000	2.800
2027	520,000	3.000
2028	535,000	3.000
2029	550,000	3.100
2030	565,000	3.200
2031	585,000	3.250
2032	600,000	3.350
2033	625,000	3.400
2034	645,000	3.450

The principal of each Bond shall be paid at maturity or upon redemption prior to maturity by check or draft payable to the registered owner thereof upon presentation and surrender of such Bond at the corporate trust office of the Registrar. Interest on the Bonds shall be payable on June 15 and December 15 of each year, beginning June 15, 2015 (each such date, an “**Interest Payment Date**”), from the Date of Original Issue or the most recent Interest Payment Date, whichever is later, until maturity or earlier redemption by check or draft mailed by the Registrar or its successor on such Interest Payment Date to the registered owners of the Bonds at such registered owner’s address as it appears on the bond register maintained by the Registrar or its successor at the close of business on the last day of the month next preceding the month in which such Interest Payment Date occurs (the “**Record Date**”), subject to the provisions of **Section 3**.

Section 3. If the date for payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the principal corporate trust offices of the Registrar are located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

Section 4. In the event that payments of interest due on the Bonds on an Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners thereof as of the Record Date for such Interest Payment Date and shall be payable to the registered owners of the Bonds as of a special record date for payment of defaulted interest to be designated by the Registrar whenever money for the purpose of paying such defaulted interest becomes available.

Section 5. The Bonds shall be subject to redemption at the option of the County prior to the stated maturity thereof at any time on or after the fifth anniversary of the date of issuance of the Bonds in whole or in part in such principal amounts and from such maturity or maturities as the County in its absolute discretion may determine, at a redemption price equal to 100% of the principal amount thereof plus accrued interest thereon to the date fixed for redemption. If less than all of the Bonds of a particular maturity are called for redemption, the particular Bonds of such maturity to be redeemed shall be selected by lot.

The Bonds shall be redeemed in integral multiples of \$5,000. If any Bond is in a denomination in excess of \$5,000, portions of the principal amount thereof in integral multiples of \$5,000 may be redeemed. If less than the entire principal amount of any Bond is redeemed, upon the surrender of such Bond, a new Bond of like series, maturity and interest rate in any

authorized denomination shall be issued to the registered owner thereof without charge therefor for the unredeemed balance thereof.

Section 6. Notice of redemption of all or a portion of the Bonds stating their designation, date, maturity and principal amounts shall be given by the Registrar by mailing such notice by first-class mail, postage prepaid, not less than 30 days prior to the redemption date to each registered owner at its most recent address appearing upon the bond register; provided, however, failure to mail such notice shall not affect the proceedings for redemption. Notice of redemption need not be given to the registered owner of any Bond who has waived notice of redemption. Notice of redemption having been given as provided above or notice of redemption having been waived, the Bonds so called for redemption shall become due and payable on the designated redemption date. The County shall give written notice to the Registrar of its election to redeem Bonds at least 45 days prior to such redemption date, or such shorter period as shall be acceptable to the Registrar. If on or before such redemption date funds sufficient to pay the Bonds so called for redemption at the applicable redemption price and accrued interest to such redemption date have been deposited or caused to have been deposited by the County with the Registrar for the purpose of such payment and notice of redemption thereof has been given or waived as provided herein, then from and after the date fixed for redemption interest on such Bonds so called shall cease to accrue and become payable. If such funds shall not have been so deposited with the Registrar on or before the date fixed for redemption, such call for redemption shall be revoked and the Bonds so called for redemption shall continue to be outstanding the same as though they had not been so called, and shall continue to bear interest until paid at such rate as they would have borne had they not been called for redemption and shall continue to be protected by this Resolution and entitled to the benefits and security hereof.

Section 7. The Bonds shall be executed on behalf of the County by the manual or facsimile signatures of the Chair and the Clerk. The Bonds shall initially be issued in book-entry form only using the services of The Depository Trust Company (the “**Depository**”), with one typewritten Bond being issued to the Depository. In such connection such officers are authorized to execute and deliver a letter of understanding and representation (the “**Representation Letter**”) in the form required by the Depository, for and on behalf of the County, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Bonds. Upon the issuance of the Bonds in book-entry form, the following provisions shall apply:

(a) The County and the Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Bonds as securities depository (each, a “**Participant**”) or to any person who is an actual purchaser of a Bond from a Participant while the Bonds are in book-entry form (each, a “**Beneficial Owner**”) with respect to the following:

(1) the accuracy of the records of the Depository, any nominees of the Depository or any Participant with respect to any ownership interest in the Bonds;

(2) the delivery to any Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption; or

(3) the payment to any Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Bonds. The Registrar shall make payments with respect to the Bonds only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such Bonds to the extent of the amounts so paid. No person other than the Depository shall receive an authenticated Bond.

(b) Upon receipt by the Registrar of written notice from the Depository to the effect that the Depository is unable or unwilling to discharge its responsibilities, the Registrar shall issue, transfer and exchange Bonds requested by the Depository in appropriate amounts. Whenever the Depository requests the County and the Registrar to do so, the County and Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (1) to arrange, with the prior written consent of the County, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Bonds or (2) to make available Bonds registered in whatever name or names the Beneficial Owners transferring or exchanging such Bonds shall designate.

(c) Subject to any operational requirements of the Depository, if the County determines that it is desirable that certificates representing the Bonds be delivered to the Participants and/or Beneficial Owners of the Bonds and so notifies the Registrar in writing, the Registrar shall so notify the Depository, whereupon the Depository will notify the Participants of the availability through the Depository of certificates representing the Bonds. In such event, the County and the Registrar shall issue, transfer or exchange certificates representing the Bonds as requested by the Depository in appropriate amounts and in authorized denominations.

(d) Notwithstanding any other provision hereof to the contrary, so long as any Bond is registered in the name of the Depository or any nominee thereof, all payments with respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, to the Depository as provided in the Representation Letter.

(e) Registered ownership of the Bonds may be transferred on the books of registration maintained by the Registrar, and the Bonds may be delivered in physical form to the following:

(1) any successor securities depository or its nominee; and

(2) any persons, upon (A) the resignation of the Depository from its functions as depository or (B) termination of the use of the Depository pursuant to this **Section 7**.

(f) In the event of any partial redemption of a Bond, unless and until such partially redeemed Bond has been replaced in accordance with the provisions of **Section 5** hereof, the books and records of the Registrar shall govern and establish the principal amount of such Bond as is then outstanding and all of the Bonds issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository resigns and is not replaced, the County shall immediately provide a supply of printed Bond certificates, duly executed by the manual or facsimile signatures of the Chair and the Clerk, for issuance upon transfers from the Depository and subsequent transfers or in the event of partial redemption. In the event that such supply of Bonds shall be insufficient to meet the requirements of the County and the Registrar for issuance of replacement Bonds upon transfer or partial redemption, the County covenants to order printed an additional supply of Bonds and to direct their execution by the manual or facsimile signature of its then duly qualified and acting Chair and Clerk. In case any officer whose signature or facsimile thereof shall appear on any Bond shall cease to be such officer before the delivery of such Bond (including any Bonds delivered to the Registrar for issuance upon transfer), such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such Bond. No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until the Registrar shall have duly executed the certificate of authentication thereon. The same representative need not sign the certificate of authentication on every Bond. The executed certificate of authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution.

Section 8. The Bonds shall be in substantially the following form:

REGISTERED
No. _____

REGISTERED
\$ _____

**UNITED STATES OF AMERICA
STATE OF NEBRASKA
THE COUNTY OF SEWARD
LIMITED TAX GENERAL OBLIGATION BOND, SERIES 2014**

Dated Date Maturity Date Interest Rate CUSIP Number

October __, 2014 December 15, 20__

REGISTERED OWNER: CEDE & CO.

**PRINCIPAL AMOUNT: _____
DOLLARS**

THE COUNTY OF SEWARD, NEBRASKA (the “County”) hereby acknowledges itself to owe, and for value received, promises to pay to the Registered Owner stated above or its registered

assigns, the Principal Amount stated above in lawful money of the United States of America, on the Maturity Date stated above, with interest thereon calculated on the basis of a 360-day year consisting of twelve 30-day months from the Dated Date stated above at the Interest Rate per annum stated above payable on June 15 and December 15 of each year, beginning June 15, 2015 (each such date, an **"Interest Payment Date"**). The Principal Amount is payable upon presentation and surrender of this bond to **THE JONES NATIONAL BANK AND TRUST COMPANY OF SEWARD**, the bond registrar and paying agent (the **"Registrar"**) therefor, at its designated corporate trust offices in Seward, Nebraska. Interest on this bond shall be paid by the Registrar by mailing a check or draft on each Interest Payment Date to the registered owner hereof, as shown on the registration books required to be maintained by the Registrar, at the close of business on the last day of the month next preceding the month in which such Interest Payment Date occurs (the **"Record Date"**) to such owner's address as shown on such books and records. Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the Record Date such interest was payable, and shall be payable to the person who is the registered owner of this bond as of a special record date for payment of defaulted interest to be fixed by the Registrar whenever money for such purpose becomes available.

This bond is one of an issue of fully registered bonds (the **"Bonds"**) in the aggregate principal amount of Ten Million Dollars (\$10,000,000), of even date and like tenor except as to number, denomination, maturity date, interest rate and redemption provisions, authorized by a Resolution passed by the Board of Commissioners of the County (the **"Resolution"**) pursuant to Section 23-120, Reissue Revised Statutes of Nebraska, as amended, for the purpose of paying (a) the costs of (1) either remodeling and renovating the Seward County Justice Center and constructing, equipping and furnishing an addition thereto, together with such other work as is necessary, desirable or advisable in connection therewith or (2) demolishing the existing Seward County Justice Center and constructing, equipping and furnishing a replacement facility (collectively, the **"Project"**) and (b) the costs of issuing the Bonds in strict compliance with the provisions of Section 23-120, Reissue Revised Statutes of Nebraska, as amended. The Bonds are payable from an annual levy of taxes not to exceed 5.2¢ per \$100 of taxable valuation on all the taxable property located in the County pursuant to Section 23-120(3)(b), Reissue Revised Statutes of Nebraska, as amended, in addition to all other taxes, subject to certain constitutional levy limitations.

The Bonds maturing on December 15, 2018 are not subject to redemption prior to their stated maturity. The Bonds maturing on and after December 15, 2019 are subject to redemption at the option of the County prior to the stated maturities thereof at any time on or after the fifth anniversary of the Dated Date in whole or in part in such principal amounts and from such maturity or maturities as the County in its absolute discretion may determine, at a redemption price equal to 100% of the principal amount thereof plus accrued interest thereon to the date fixed for redemption. If less than all of the Bonds of a particular maturity are called for redemption, the particular Bonds of such maturity to be redeemed shall be selected by lot.

The Registrar shall give notice of the redemption of this bond by mailing such notice by first-class mail, postage prepaid, not less than 30 days prior to the date fixed for redemption to the registered owner hereof in the manner specified in the Resolution. If less than all of the principal amount of this bond is redeemed, upon surrender of this bond the County shall issue to the registered owner hereof without charge therefor, a new bond or bonds of like series, maturity and interest rate for the then unredeemed balance of the principal amount hereof in any denomination authorized by the Resolution.

This bond is transferable by the registered owner hereof in person or by such registered owner's attorney duly authorized in writing, at the designated corporate trust offices of the Registrar in Lincoln, Nebraska, but only in the manner and subject to the limitations and conditions provided in the Resolution and upon presentation and surrender of this bond to the Registrar for cancellation. Upon any such registration of transfer, the County shall execute and the Registrar shall authenticate and deliver in exchange for this bond, a new registered bond or bonds, registered in the name of the transferee, of authorized denominations, in a principal amount equal to the principal amount of this bond, of the same series and maturity and bearing interest at the same rate. The County and the Registrar may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payments of the principal of and interest on this bond and for all other purposes and shall not be affected by any notice to the contrary, whether this bond be overdue or not.

If the date for payment of the principal of or interest on this bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the offices of the Registrar are located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

The County has designated the Bonds as “qualified tax-exempt obligations” pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of the Bonds did exist, did happen and were done and performed in regular and due form and time as required by law, and that the indebtedness of the County, including the Bonds, does not exceed any limitation imposed by law. The County covenants to levy an annual tax pursuant to Section 23-120(3)(b), Reissue Revised Statutes of Nebraska, as amended, in addition to all other taxes, in an amount not to exceed 5.2¢ per \$100 upon the taxable value of all the taxable property in the County, subject to the County’s constitutional levy limitation, to pay the principal of and interest on the Bonds when and as the same become due.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the certificate of authentication hereon shall have been executed by the Registrar.

IN WITNESS WHEREOF, THE COUNTY OF SEWARD, NEBRASKA, has executed this bond by causing it to be signed by the manual or facsimile signature of the Chair and attested by the manual or facsimile signature of the Clerk.

**THE COUNTY OF SEWARD,
NEBRASKA**

ATTEST:

By: Darrell Miller
Chair

By: Sherry Schweitzer
Clerk

CERTIFICATE OF AUTHENTICATION

This bond is one of the Bonds described in the within-mentioned Resolution.

**THE JONES NATIONAL BANK AND
TRUST COMPANY OF SEWARD**, Bond
Registrar and Paying Agent

By: _____
Authorized Officer

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within Bonds and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Bonds on the books kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bonds in every particular.

Signature Guaranteed By:

(Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-19 (17 CFR 240.17 Ad-19))

By: _____
Title: _____

Section 9. (a) The Jones National Bank and Trust Company of Seward is hereby appointed to act as Registrar with respect to the Bonds. The Registrar shall serve in its capacities under the terms of an agreement entitled “Bond Registrar and Paying Agent Agreement” (the “**Registrar’s Agreement**”) between the County and the Registrar in substantially the form of **Exhibit A** attached hereto and made a part hereof. The Chair is hereby authorized to execute the Registrar’s Agreement. If the Registrar shall merge or consolidate with another entity and the resulting entity is a bank or trust company authorized by law to conduct such business, such resulting entity shall serve as Registrar. The County reserves the right to remove the Registrar upon 30 days’ notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar shall deliver all cash and Bonds in its possession to the successor Registrar and shall deliver the bond register to the successor Registrar. The Registrar shall have only such duties and obligations as are expressly stated herein and in the Registrar’s Agreement and no other duties or obligations shall be implied to the Registrar.

(b) The Registrar shall keep and maintain for the County books for the registration and transfer of the Bonds at its corporate trust office. The names and registered addresses of the registered owner(s) of the Bonds shall at all times be recorded in such books. Any Bond may be transferred pursuant to its provisions at the office of the Registrar by surrender of such Bond for cancellation, accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner in person or by such owner’s duly authorized agent, and thereupon the Registrar, on behalf of the County, will deliver at such offices (or send by registered mail to the transferee owner(s) thereof at such transferee owner’s or owners’ risk and expense), registered in the name of the transferee owner(s), a new Bond or Bonds of the same interest rate, aggregate principal amount and maturity, bearing numbers not contemporaneously then outstanding. To the extent of the denominations authorized for the Bonds by this Resolution, one Bond may be transferred for several such bonds of the same interest rate and maturity and for a like aggregate principal amount, and several Bonds may be transferred for one or several bonds, respectively, of the same interest rate and maturity and for a like aggregate principal amount. In every case of transfer of a Bond, the surrendered Bonds shall be canceled and destroyed. The Registrar may impose a charge sufficient to defray all costs and expenses incident to registrations of transfer and exchange. In each case, the Registrar shall require the payment by the registered owner requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer. Bonds issued upon transfer or exchange of Bonds shall be dated as of the date six months preceding the Interest Payment Date next following the date of registration thereof in the offices of the Registrar, unless such date of registration shall be an Interest Payment Date, in which case they shall be dated as of such date of registration; provided, however, that if, as shown by the records of the Registrar, interest on the Bonds shall be in default, the Bonds issued in lieu of Bonds surrendered for transfer or exchange may be dated as of the date to which interest has been paid in full on the Bonds surrendered; and provided further, that if the date of registration shall be prior to the first Interest Payment Date, the Bonds shall be dated the Date of Original Issue. All bonds issued upon transfer of the Bonds so surrendered shall be valid obligations of the County, evidencing the same obligations as the Bonds surrendered and shall be entitled to all the benefits and protection of this Resolution to the same extent as the Bonds upon transfer of which they were delivered. The County and the Registrar shall not be required to transfer any Bond during any period from any Record Date until the immediately following Interest Payment Date or to transfer any Bond called for redemption for a period of 30 days next preceding the date fixed for redemption.

(c) The Registrar shall also be responsible for making the payments of principal and interest on the Bonds as the same become due from funds transferred to it by the County for such purpose, which transfers are hereby authorized without further action or order of the Board. Payments of interest due upon the Bonds shall be made by the Registrar by mailing a check in the amount due for such interest on each Interest Payment Date to the registered owner of each Bond addressed to such owner’s registered address as of the Record Date as shown on the books of registration required to be maintained pursuant to this section. Payments of principal due at maturity or upon redemption prior to maturity shall be made by the Registrar upon presentation and surrender of such Bond at its Designated Office. The County and the Registrar may treat the registered owner of any Bond as the absolute owner of such Bond for the purpose of making payment thereon and for all other purposes. All payments on account of principal or interest made to the registered owner of any Bond shall be valid and effectual and shall be a discharge of the County and the Registrar in respect of the liability upon such Bond or claims for interest to the extent of the sum or sums so paid. Notwithstanding the foregoing, Bonds issued in book-entry form shall be paid in accordance with **Section 7**.

Section 10. The County hereby covenants to levy an annual tax pursuant to Section 23-120(3)(b), Reissue Revised Statutes of Nebraska, as amended, in addition to all other taxes, in an amount not to exceed 5.2¢ per \$100 upon the taxable value of all the taxable property in

the County, subject to the County's constitutional levy limitation, to pay the principal of and interest on the Bonds when and as the same become due, the County hereby irrevocably pledging such levy of taxes for such purpose.

Section 11. The proceeds of the Bonds shall be deposited with the Registrar in a separate fund and disbursed upon orders of the Board to pay (a) the costs of issuing the Bonds and (b) the costs of constructing, equipping and furnishing the Project upon orders of the Board.

Section 12. The Bond Purchase Agreement (the "**Purchase Agreement**") between the County and Edward D. Jones & Co., L.P., underwriter of the Bonds (the "**Underwriter**") for the purchase of the Bonds, is hereby in all respects authorized, adopted, specified, accepted, ratified, approved, and confirmed in the form presented to the Board as **Exhibit B**. The Chair is hereby authorized to execute and deliver the Purchase Agreement.

Section 13. The Bonds shall be delivered to the Registrar for registration and authentication. Upon execution, registration and authentication of the Bonds, the Registrar is authorized to deliver the Bonds to the Underwriter upon receipt of the purchase price specified in the Purchase Agreement. The Representative shall have the right to direct the registration of the Bonds, subject to the restrictions of this Resolution.

Section 14. The Clerk is hereby directed to make and certify a transcript of the proceedings of the County precedent to the issuance of the Bonds, a copy of which transcript shall be delivered to the Underwriter.

Section 15. (a) The County covenants and agrees that (1) it will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "**Code**"), including Sections 103 and 141 to 150, inclusive, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds, and (2) it will not use or permit the use of any proceeds of the Bonds or any other funds of the County, nor take or permit any other action, nor fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Bonds. The County will, in addition, adopt such other resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the County.

(b) The County covenants and agrees that (1) it will comply with all requirements of Section 148 of the Code to the extent applicable to the Bonds, (2) it will use the proceeds of the Bonds as soon as practicable and with all reasonable dispatch for the purposes for which the Bonds are issued, and (3) it will not invest or directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the County in any manner, or take or omit to take any action, that would cause the Bonds to be an "arbitrage bond" within the meaning of Section 148(a) of the Code.

(c) The County covenants and agrees that it will pay or provide for the payment from time to time of all amounts required to be rebated to the United States of America (the "**United States**") pursuant to Section 148(f) of the Code and any U.S. Treasury Regulations applicable to the Bonds from time to time. This covenant shall survive payment in full or defeasance of the Bonds. The County specifically covenants to pay or cause to be paid to the United States the required amounts of rebatable arbitrage at the times and in the amounts determined by the Federal Tax Certificate, dated the date of delivery of the Bonds (the "**Tax Certificate**"), to be prepared by bond counsel in connection with the issuance of the Bonds. The Chair is hereby authorized to execute the Tax Certificate in the form determined necessary by the Chair and bond counsel. Notwithstanding anything to the contrary contained herein, the Tax Certificate may be amended or replaced if, in the opinion of bond counsel nationally recognized on the subject of municipal finance, such amendment or replacement will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

(d) The County covenants and agrees that it will not use any portion of the proceeds of the Bonds, including any investment income earned on such proceeds, directly or indirectly, in a manner that would cause the Bonds to be considered a "private activity bond."

(e) The County hereby designates the Bonds as "qualified tax-exempt obligations" as defined in Section 265(b)(3) of the Code and hereby represents that:

(1) the aggregate face amount of all tax-exempt obligations (other than private activity bonds which are not "qualified 501(c)(3) bonds") which will be issued by the County (and all subordinate entities thereof) during the calendar year in which the Bonds are issued is not reasonably expected to exceed \$10,000,000; and

(2) the County (including all subordinate entities thereof) will not issue an aggregate principal amount of obligations designated by the County to be “qualified tax-exempt obligations” during the calendar year in which the Bonds are issued, including the Bonds, in excess of \$10,000,000, without first obtaining an opinion of bond counsel that the designation of the Bonds as “qualified tax-exempt obligations” will not be adversely affected.

The Chair is hereby authorized to take such other action as may be necessary to make effective the designation in this **Section 15(e)**.

(f) The foregoing covenants of this section shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to **Section 16** or any other provision of this Resolution, until the final maturity date of the Bonds.

(g) The Policy and Procedures (the “**Policy**”), in the form attached hereto as **Exhibit C** and incorporated herein by reference, is hereby approved.

Section 16. The County’s obligation under this Resolution shall be fully discharged and satisfied as to the Bonds authorized and issued hereunder, and the Bonds shall no longer be deemed outstanding hereunder when payment of the principal of such Bonds plus interest thereon to the date of maturity or redemption thereof (a) shall have been made or caused to be made in accordance with the terms thereof; or (b) shall have been provided by depositing with the Registrar or in escrow with a national or state bank having trust powers, in trust solely for such payment (1) sufficient money to make such payment or (2) direct general obligations of, or obligations the principal and interest of which are unconditionally guaranteed by, the United States, or obligations of an agency of the United States (“**Government Obligations**”), in such amount and maturing as to principal and interest at such times, as will insure the availability of sufficient money to make such payment, and such Bonds shall cease to draw interest from the date of their redemption or maturity and, except for the purposes of such payment, shall no longer be entitled to the benefits of this Resolution; provided that notice of redemption shall have been duly given. If money shall have been deposited in accordance with the terms hereof with the Registrar as escrow agent in trust for that purpose sufficient to pay the principal of the Bonds, together with all interest due thereon to the due date thereof or to the date fixed for redemption, as the case may be, all liability of the County for such payment shall forthwith cease, determine and be completely discharged, and the Bonds shall no longer be considered outstanding.

Section 17. The County hereby covenants that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement, dated the date of delivery of the Bonds (the “**Disclosure Agreement**”) prepared by bond counsel and executed by the County in connection with the issuance of the Bonds. Notwithstanding any other provision of this Resolution, failure of the County to comply with the Disclosure Agreement shall not be considered an event of default; however, the registered owner of any Bond may take such actions as may be necessary and appropriate, including seeking a writ of mandamus or specific performance by court order, to cause the County to comply with its obligations under this section. The Chair is hereby authorized to execute the Disclosure Agreement in the form determined necessary by the Chair and bond counsel.

Section 18. All actions heretofore taken by all officers, officials, employees and agents of the County, including, without limitation, the expenditure of funds and the selection, appointment and employment of bond counsel, underwriters, paying agents or registrars, in connection with the issuance and sale of the Bonds, together with all other actions taken in connection with any of the matters which are the subject hereof, be and the same is hereby in all respects authorized, adopted, specified, accepted, ratified, approved and confirmed.

Section 19. Without in any way limiting the power, authority or discretion elsewhere herein granted or delegated, the Board hereby (a) authorizes and directs the Chair, the Clerk and all other officers, officials, employees and agents of the County to carry out or cause to be carried out, and to perform such obligations of the County and such other actions as they, or any of them, in consultation with bond counsel, the Underwriter and its counsel, shall consider necessary, advisable, desirable or appropriate in connection with this Resolution and the issuance, sale and delivery of the Bonds, including, without limitation, and whenever appropriate, the execution and delivery thereof and of all other related documents, instruments, certifications and opinions, and (b) delegates, authorizes and directs the Chair the right, power and authority to exercise his independent judgment and absolute discretion in the taking of all actions and the making of all arrangements necessary, proper, appropriate, advisable or desirable in order to effectuate the issuance, sale and delivery of the Bonds. The execution and delivery by the Chair or by any such other officers, officials, employees or agents of the County of any such documents, instruments, certifications and opinions, or the doing by them of any act in connection with any of the matters that are the subject of this Resolution, shall constitute

conclusive evidence of both the County's and their approval of the terms, provisions and contents thereof and all changes, modifications, amendments, revisions and alterations made therein and shall conclusively establish their absolute, unconditional and irrevocable authority with respect thereto from the County and the authorization, approval and ratification by the County of the documents, instruments, certifications and opinions so executed and the actions so taken.

Section 20. If any one or more of the provisions of this Resolution should be determined by a court of competent jurisdiction to be contrary to law, then such provisions shall be deemed severable from the remaining provisions of this Resolution and the invalidity thereof shall in no way affect the validity of the other provisions of this Resolution or of the Bonds and the registered owner of the Bonds shall retain all the rights and benefits accorded to it under this Resolution and under any applicable provisions of law.

If any provisions of this Resolution shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid in any particular case in any jurisdiction or jurisdictions, or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstances, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

Section 21. All resolutions or orders or parts thereof in conflict with the provisions of this Resolution are to the extent of such conflict hereby repealed.

Section 22. This Resolution shall be in full force and effect from and after its passage as provided by law.

Dated September 30th, 2014

AYES: Scott Stuhr, Michael Luebbe, Mary Koci

Chairman of the Board, Darrell Miller

ABSENT: Garske

ATTEST: Sherry Schweitzer, Seward County Clerk

Affirmative Vote: Stuhr, Koci, Luebbe, Miller

Motion Carried

Moved by Koci and seconded by Luebbe to authorize the Chairman sign the Bond Purchase Agreement.

Affirmative Vote: Koci, Luebbe, Stuhr, Miller

Motion Carried

Known items on the agenda for Board of Commissioners on October 7, 2014 are as follows:

8:30 a.m. Convene and announce Open Meetings Law

Pledge of Allegiance

Discuss/Action – Public/Officials/Boards

Other Business Matters to Address When Time Allows

Discuss/Action - Approve minutes of September 30, 2014

Commissioners Reports

Discuss/Action – Authorize Chairman to sign land access authorization for Big Blue River debris Removal

Right of Way Request(s): None

Discuss/Action – Justice Center Update

9:15 a.m. Discuss/Action - Extension Office Relocation Process

Moved by Koci and seconded by Stuhr to adjourn at 11:39 a.m.

Affirmative Vote: Koci, Stuhr, Luebbe, Miller

Motion Carried

State of Nebraska)

County of Seward) ss.

I, Sherry Schweitzer, the undersigned County Clerk of Seward County, Nebraska do hereby certify the foregoing minutes are true and are part of the official records of this office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 7th day of October 2014.

County Clerk

Chairman