

**NOTICE OF PUBLIC MEETING OF
SEWARD COUNTY BOARD OF COMMISSIONERS
TUESDAY, AUGUST 18, 2026**

Notice is hereby given that a meeting of the Seward County Board of Commissioners will be held at 8:30 a.m. on Tuesday, August 18, 2026 in the County Board Meeting Room, Room 303 on the 3rd Floor of the of the Seward County Courthouse in Seward, Nebraska. The meeting is open to the public. The agenda for the meeting is kept continuously current and is available for public inspection at the office of the County Clerk in the Seward County courthouse, Seward, Nebraska.

Brandy Johnson, Seward County Clerk

This is an Open Meeting of the Seward County Commissioners. Seward County abides by the Nebraska Open Meetings Act in conducting business. A copy of the Nebraska Open Meetings Act is displayed on the back wall of this meeting room as required by law. Presenters shall state their name for the Clerk's record and are asked to limit remarks to five minutes. All remarks shall be directed to the Chair who shall determine by whom any appropriate response shall be made. Seward County 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.

Known items on the agenda for Board of Commissioners on August 18, 2026 are as follows:
8:30 a.m.

1. Convene and announce Open Meetings Law
2. Pledge of Allegiance
3. Discuss/Action - Approve minutes of August 11, 2026

Other Business Matters to Address When Time Allows

4. Discuss/Action – Public/Organizations/Officials
5. Commissioner Reports
6. Discuss/Action – Zoning Fee Report for July 2026 - \$2,175.00
7. Discuss/Action – Agenda for August 25, 2026

8:45 a.m. Discuss/Action – Review the Noncompliance of Zoning Permit #51-2025 and Consider Any Necessary Action

Discuss/Action – Review of Unpermitted Structure in Precinct A and Consider Any Necessary Action

9:00 a.m. Discuss/Action – Authorize Chair to Sign One-Year Lease with CAT Financial for Mini Excavator

9:15 a.m. Discuss/Action – Formal Complaint Regarding Neglected Roadside Vegetation on County Right-of-Way/Seward County Parcel ID #800039483

9:30 a.m. Discuss/Action – Executive Session – Potential Litigation

ABOVE AGENDA IS OPEN UNTIL 24 HOURS PRIOR TO THE MEETING AND IS SUBJECT TO CHANGE TO INCLUDE EMERGENCY ITEMS. THE OFFICIAL AGENDA IS KEPT AT THE SEWARD COUNTY CLERK'S OFFICE. PLEASE CONTACT THEM AT 402-643-2883 FOR ANY QUESTIONS PERTAINING TO THE AGENDA AS LISTED ABOVE.

Seward County Government Home Page
Posted 08/17/2026

Zoning Fee Report**Jul-26**

Permit Type	Permit Amount	Number Received	Total For Month
Amendment Request	\$400	0	\$ -
Application to the Board of Adjustment:	\$ 600.00	0	\$ -
Communications Tower Development:	\$ 1,300.00	0	\$ -
Conditional Use:	\$ 800.00	0	\$ -
Development:	\$ 125.00	6	\$ 750.00
Kennel:	\$ 125.00	0	\$ -
New Home:	\$ 125.00	5	\$ 625.00
Replate/Vacate:	\$ 400.00	0	\$ -
Rezone:	\$ 600.00	0	\$ -
Plat:	\$ 400.00	2	\$ 800.00
Sign:	\$ 400.00	0	\$ -
Variance:	\$ 600.00	0	\$ -
Wireless Upgrade:	\$ 800.00	0	\$ -
Unpermitted Permits			
New Home	\$ 5,000.00	0	\$ -
New Home Over Density	\$ 20,000.00	0	\$ -
Development Permit \$2 Per square foot		0	-
Development Permit \$3 per square foot		0	\$ -
Conditional Use Permit	\$ 1,800.00	0	\$ -
Sign Permit	\$ 225.00	0	\$ -
Plat Application	\$ 900.00	0	\$ -
Kennel Permit	\$ 1,800.00	0	\$ -
Conditional Use Permit-Wireless	\$ 6,000.00	0	\$ -
Communications Tower Development	\$ 3,000.00	0	\$ -
Wireless Upgrade/equipment add on	\$ 1,800.00	0	\$ -
Total for Jul-26			\$ 2,175.00

LET'S GET STARTED.

- ☐ Complete and sign all documents in this package.
- ☐ Submit completed and signed documents by clicking FINISH at the end of your documents.
- ☐ Open and review your executed document package after you receive your confirmation email confirming all parties have signed.
- ☐ Register for MyCatFinancial to manage your account anytime and anywhere via desktop or with the free mobile app.

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MyCatFinancial is our online, self-service tool that allows you to manage your Cat Financial accounts anytime, anywhere, on any device.

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1-800-651-0567 | NABC.CustomerService@cat.com

PREVENTING FRAUD TOGETHER

Cat Financial is committed to helping you keep your personal and financial information secure. Find out how you can protect yourself against fraudulent activity by [visiting our website](#).

¹ Financing is subject to credit approval by Caterpillar Financial Commercial Account Corporation for US customers, and Caterpillar Financial Services Limited for Canadian customers. Not all customers will qualify.

² See cat.com/getrewarded for eligibility, details, and terms and conditions.

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Document Checklist – Governmental Lease

These documents were prepared especially for:
SEWARD COUNTY
529 Seward St
SEWARD, NE 68434-2321

Dealer: NEBRASKA MACHINERY COMPANY, E330
Contract Number 001-70230869
Transaction Number: 5097263
Comments:

Date: 07/15/2026
Time: 02:53:30 PM

Customer Executed Documents	Comments
☐ Governmental Lease Document	
☐ Insurance-Liability and Physical Damage	
☐ Advance Payment (cross out if N/A)	
☐ Guaranty of Payment (cross out if N/A)	
☐ Tax Exemption Certif. (cross out if N/A)	
☐ Title applied for (cross out if N/A)	
☐ Customer Information Verification	
☐ Any necessary Riders/Amendments	
☐ CVA DOC ADDENDUM TO FINANCE LEASE (Multiple CVA offers at Doc Gen)	
☐ FINAL CVA AT ADDENDUM (Multiple CVA offers at Doc Gen)	
☐ FINAL CVA AT QUOTE (Customer Accepted CVA before Doc Gen)	
☐ Other _____	
☐ 8038G / CG Form	
☐ Request for Minutes	
☐ Opinion of Counsel	
☐ Governmental Resolution to Lease, Purchase and/or Finance	
☐ Governmental Buyback Agreement (cross out if N/A)	

Dealer Executed Documents	
☐ Purchase Agreement	
☐ Dealer Invoice	
☐ All Credit Conditions Met	

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

If you have any questions concerning these documents please call and ask for

Checklist completed and confirmed by: _____ Print Name: _____
Date: _____

These Documents do not constitute any offer or commitment to offer financing by Caterpillar Financial Services Corporation without Caterpillar Financial Services Corporation's expressed written approval.

Governmental Equipment Lease-Purchase Agreement
Contract Number 001-70230869



1. PARTIES

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

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

LESSEE ("you" or "your"):

SEWARD COUNTY
529 Seward St
SEWARD, NE 68434-2321

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

2. DESCRIPTION OF THE UNITS

DESCRIPTION OF UNITS Whether the Unit is new or used, the model number, the manufacturer, and the model name	SERIAL/VIN Unique ID number for this Unit	ANNUAL LEASE PAYMENT This is due per period, as stated below in section 3.	FINAL LEASE PAYMENT	DELIVERY DATE Enter date machine was delivered to you.
1 New 2026 Caterpillar 303.5-07CR Hydraulic Excavator	RE907302	SEE ATTACHMENT	\$50,710.17	

TERMS AND CONDITIONS

3. Lease Payments; Current Expense You will pay us the lease payments, including the final lease payment set forth above (collectively, the "Lease Payments"). Lease Payments will be paid by you to us according to the attached payment schedule; provided that all amounts owing hereunder will be due by the final lease payment date. A portion of each Lease Payment constitutes interest and the balance of each Lease Payment is payment of principal. The Lease Payments will be due without demand. You will pay the Lease Payments to us at CATERPILLAR FINANCIAL SERVICES CORP., P.O. BOX 730681, DALLAS, TX 75373-0681 or such other location that we designate in writing. Your obligations, including your obligation to pay the Lease Payments due in any fiscal year, will constitute a current expense of yours for such fiscal year and will not constitute an indebtedness of yours within the meaning of the constitution and laws of the State in which you are located (the "State"). Nothing in this Agreement will constitute a pledge by you of any taxes or other moneys, other than moneys lawfully appropriated from time to time for the payment of the "Payments" (as defined in the last sentence of this Section) owing under this Agreement. **You agree that, except as provided in Section 7, your duties and liabilities under this Agreement and any associated documents are absolute and unconditional. Your payment and performance obligations are not subject to cancelation, reduction, or setoff for any reason. You agree to settle all claims, defenses, setoffs, counterclaims and other disputes you may have with the Supplier, the manufacturer of the Unit, or any other third party directly with the Supplier, the manufacturer or the third party, as the case may be. You will not assert, allege or make any such claim, defense, setoff, counterclaim or other dispute against us or with respect to the payments due us under this Agreement. As used in this Agreement, "Payments" will mean the Lease Payments and any other amounts required to be paid by you.**

The portion of the Lease Payments constituting principal will bear interest (computed on the basis of actual days elapsed in a 360 day year) at the rate of 4.990% per annum.

- 4. Late Charges** If we do not receive a Payment on the date it is due, you will pay to us, on demand, a late payment charge equal to the lesser of five percent (5%) of such Payment or the highest charge allowed by law.
- 5. Security Interest** To secure your obligations under this Agreement, you grant us a continuing first priority security interest in each Unit (including any Additional Collateral), including all attachments, accessories and optional features (whether or not installed on such Units) and all substitutions, replacements, additions, and accessions, and the proceeds of all the foregoing, including, but not limited to, proceeds in the form of chattel paper. You authorize the filing of such financing statements and will, at your expense, do any act and execute, acknowledge, deliver, file, register and record any document, which we deem desirable to protect our security interest in each Unit and our rights and benefits under this Agreement. You, at your expense, will protect and defend our security interest in the Units and will keep the Units free and clear of any and all claims, liens, encumbrances and legal processes however and whenever arising.
- 6. Disclaimer of Warranties** WE HAVE NOT MADE AND DO NOT MAKE ANY WARRANTY, REPRESENTATION OR COVENANT OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE UNITS. AS TO US, YOUR LEASE AND PURCHASE OF THE UNITS WILL BE ON AN "AS IS" AND "WHERE IS" BASIS AND "WITH ALL FAULTS". **Nothing in this Agreement is intended to limit, waive, abridge or otherwise modify any rights, claims, or causes of action that you may have against any person or entity other than us.**
- 7. Non-Appropriation** You have an immediate need for, and expect to make immediate use of, the Units. This need is not temporary or expected to diminish during the term of this Agreement. To that end, you agree, to the extent permitted by law, to include in your budget for the current and each successive fiscal year during the term of this Agreement, a sufficient amount to permit you to discharge your obligations under this Agreement. Notwithstanding any provision of this Agreement to the contrary, we and you agree

that, in the event that prior to the commencement of any of your fiscal years you do not have sufficient funds appropriated to make the Payments due under this Agreement for such fiscal year, you will have the option of terminating this Agreement as of the date of the commencement of such fiscal year by giving us sixty (60) days prior written notice of your intent to terminate. No later than the last day of the last fiscal year for which appropriations were made for the Payments (the "Return Date"), you will return to us all of the Units, at your sole expense, in accordance with Section 14, and this Agreement will terminate on the Return Date without penalty or expense to you and you will not be obligated to pay the Lease Payments beyond such fiscal year; provided, that you will pay all Payments for which moneys have been appropriated or are otherwise available; and provided further, that you will pay month-to-month rent at the rate set by us for each month or part of any month that you fail to return the Units.

- 8. Tax Warranty** You will, at all times, do and perform all acts and things necessary and within your control to ensure that the interest component of the Lease Payments will, for the purposes of Federal income taxation, be excluded from our gross income. You will not permit or cause your obligations under this Agreement to be guaranteed by the Federal Government or any branch or instrumentality of the Federal Government. You will use the Units for the purpose of performing one or more of your governmental functions consistent with the scope of your authority and not in any trade or business carried on by a person other than you. You will report this Agreement to the Internal Revenue Service by filing Form 8038G, 8038GC or 8038, as applicable. Failure to do so will cause this Agreement to lose its tax exempt status. You agree that if the appropriate form is not filed, the interest rate payable under this Agreement will be raised to the equivalent taxable interest rate. If the use, possession or acquisition of the Units is determined to be subject to taxation, you will pay when due all taxes and governmental charges assessed or levied against or with respect to the Units.
- 9. Assignment** You may not, without our prior written consent, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of your right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part. We may not transfer, sell, assign, pledge, hypothecate, or otherwise dispose of our right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part.
- 10. Indemnity** To the extent permitted by law, you assume liability for, agree to and do indemnify, protect and hold harmless us and our employees, officers, directors and agents from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses (including reasonable attorney's fees), of whatsoever kind and nature, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by you or us), operation, ownership, selection, delivery, storage, leasing or return of any item of Units, regardless of where, how and by whom operated, or any failure on your part to accept the Units or otherwise to perform or comply with any conditions of this Agreement.
- 11. Insurance; Loss and Damage** You bear the entire risk of loss, theft, destruction or damage to the Units from any cause whatsoever. No loss, theft, destruction or damage of the Units will relieve you of the obligation to make Lease Payments or to perform any obligation owing under this Agreement. You agree to keep the Units insured to protect all of our interests, at your expense, for such risks, in such amounts, in such forms and with such

companies as we may require, including but not limited to fire and extended coverage insurance, explosion and collision coverage, and personal liability and property damage liability insurance. Any insurance policies relating to loss or damage to the Units will name us as loss payee as our interests may appear and the proceeds may be applied toward the replacement or repair of the Units or the satisfaction of the Payments due under this Agreement. You agree to use, operate and maintain the Units in accordance with all laws, regulations and ordinances and in accordance with the provision of any policies of insurance covering the Units, and will not rent the Units or permit the Units to be used by anyone other than you. You agree to keep the Units in good repair, working order and condition and house the Units in suitable shelter, and to permit us or our assigns to inspect the Units at any time and to otherwise protect our interests in the Units. If any Unit is customarily covered by a maintenance agreement, you will furnish us with a maintenance agreement by a party acceptable to us.

- 12. Default; Remedies** An "Event of Default" will occur if (a) you fail to pay any Payment when due and such failure continues for ten (10) days after the due date for such Payment or (b) you fail to perform or observe any other covenant, condition, or agreement to be performed or observed by you under this Agreement and such failure is not cured within twenty (20) days after written notice of such failure from us. Upon an Event of Default, we will have all rights and remedies available under applicable law. In addition, we may declare all Lease Payments due or to become due during the fiscal year in which the Event of Default occurs to be immediately due and payable by you and/or we may repossess the Units by giving you written notice to deliver the Units to us in the manner provided in Section 14, or in the event you fail to do so within ten (10) days after receipt of such notice, and subject to all applicable laws, we may enter upon your premises and take possession of the Units. Further, if we financed your obligations under any extended warranty agreement such as an Equipment Protection Plan, Extended Service Contract, Extended Warranty, Customer Service Agreement, Total Maintenance and Repair Agreement or similar agreement, we may cancel such extended warranty agreement on your behalf and receive the refund of the extended warranty agreement fees that we financed but had not received from you as of the date of the Event of Default.
- 13. Miscellaneous** This Agreement may not be modified, amended, altered or changed except by a written agreement signed by you and us. In the event any provision of this Agreement is found invalid or unenforceable, the remaining provisions will remain in full force and effect. This Agreement, together with exhibits, constitutes the entire agreement between you and us and supersedes all prior and contemporaneous writings, understandings, agreements, solicitations, documents and representations, expressed or implied. Any terms and conditions of any purchase order or other documents submitted by you in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on us and will not apply to this Agreement. You agree that we may correct patent errors in this Agreement and fill in blanks including, for example, correcting or filling in serial numbers, VIN numbers, and dates. Any notices required to be given under this Agreement will be given to the parties in writing and by certified mail at the address provided in this Agreement, or to such other addresses as each party may substitute by notice to the other, which notice will be effective upon its receipt.
- 14. Title; Return of Units** Notwithstanding our designation as "Lessor," we do not own the Units. Legal title to the Units will be in you so long as an Event of Default has not occurred, and you have not exercised your right of non-appropriation. If an Event of Default occurs or if you non-appropriate, full and unencumbered title to the

Units will pass to us without the necessity of further action by the parties, and you will have no further interest in the Units. If we are entitled to obtain possession of any Units or if you are obligated at any time to return any Units, then (a) title to the Units will vest in us immediately, and (b) you will, at your expense, promptly deliver the Unit to us properly protected and in the condition required by Section 11. You will deliver the Unit, at our option, (i) to the nearest Caterpillar dealer selling equipment of the same type as the Unit; or (ii) on board a carrier named by us and shipping the Unit, freight collect, to a destination designated by us. If the Unit is not in the condition required by Section 11, you must pay us, on demand, all costs and expenses incurred by us to bring the Unit into the required condition. Until the Units are returned as required above, all terms of this Agreement will remain in full force and effect including, without limitation, your obligation to pay Lease Payments and to insure the Units.

15. Other Documents In connection with the execution of this Agreement, you will cause to be delivered to us (i) either (A) a certified copy of your authorizing resolution substantially in the form attached as Attachment B **and** a copy of the minutes of the relevant meeting or (B) an opinion of your counsel substantially in the form attached as Attachment C; (ii) a copy of the signed Form filed with the Internal Revenue Service required in Section 8 above as Attachment D; and (iii) any other documents or items required by us.

16. Applicable Law This Agreement will be governed by the laws, excluding the laws relating to the choice of law, of the State in which you are located.

SIGNATURES

LESSOR **CATERPILLAR FINANCIAL SERVICES CORPORATION**

LESSEE **SEWARD COUNTY**

Signature _____
Name (Print) _____
Title _____
Date _____

Signature _____
Name (Print) _____
Title _____
Date _____

GOVERNMENTAL ENTITY RESOLUTION TO LEASE, PURCHASE AND/OR FINANCE

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

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

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

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

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

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

[PLEASE INSERT NAME AND TITLE OF EACH AUTHORIZED PERSON BELOW]

Name (Print or Type)	Title (Print or Type)

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

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

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

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

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

I, _____, Clerk of SEWARD COUNTY, certify that the resolutions above are a full, true and correct copy of resolutions of the governing body of the Governmental Entity. I also certify that the resolutions were duly and regularly passed and adopted at a meeting of the governing body of the Governmental Entity. I also certify that such meeting was duly and regularly called and held in all respects as required by law, at the Governmental Entity's office. I also certify that at such meeting, a majority of the governing body of the Governmental Entity was present and voted in favor of these resolutions.

I also certify that these resolutions are still in full force and effect and have not been amended or revoked.

IN WITNESS of these resolutions, the signatory named below executes this document on behalf of the Governmental Entity.

SIGNATURE [To be signed by authorized individual.]

Signature _____

Title Clerk

Date _____

Purchase Agreement
Contract Number 001-70230869



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

Description of Unit(s)	Serial#	VIN #	Freight	Total Price
(1) 303.5-07CR CATERPILLAR Hydraulic Excavator	RE907302		\$	\$55,300.00

Lessee:
SEWARD COUNTY
529 Seward St
SEWARD, NE 68434-2321

Subtotal	\$55,300.00
Federal Excise Tax	\$0.00
Other Tax	\$0.00
Total Purchase Price	\$55,300.00
Unit(s) Delivery Point:	
529 Seward St	
SEWARD, NE 68434-2321	

See next page for additional terms and conditions.

SIGNATURES

CATERPILLAR FINANCIAL SERVICES CORPORATION

NEBRASKA MACHINERY COMPANY

Signature _____

Signature _____

Name (Print) _____

Name (Print) _____

Title _____

Title _____

Date _____

Date _____

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



1. PARTIES

LESSOR	LESSEE
CATERPILLAR FINANCIAL SERVICES CORPORATION	SEWARD COUNTY

2. PAYMENT SCHEDULE

<u>PAYMENT NUMBER</u>	<u>PAYMENT DATE</u>	<u>PAYMENT AMOUNT</u>
1		\$7,250.00
2		\$50,710.17

SIGNATURES

CATERPILLAR FINANCIAL SERVICES CORPORATION	SEWARD COUNTY
Signature	Signature
Name (Print)	Name (Print)
Title	Title
Date	Date

COVERAGE THAT GETS YOU BACK TO BUSINESS



Your equipment is one of your operation's biggest financial investments. Our Physical Damage Insurance is built to protect it. If your new or used machine experiences a covered loss, we'll get it repaired or replaced— so you can get back to work fast.

WE'VE GOT YOU COVERED

PROTECT YOUR HEAVY EQUIPMENT WITH PHYSICAL DAMAGE INSURANCE

- For covered total losses, we pay up to policy limits the **GREATER** of –
 - > The payoff value of your loan*
 - > Actual cash value
 - > Fair market value
- **FULL REPLACEMENT COST** for Cat® genuine parts, where available, and repairs by an authorized Cat dealer or facility of choice
- Coverage for **RENTAL COSTS** up to \$500 per day, up to \$10,000 per occurrence and \$100,000 coverage for rented replacement equipment
- **PROTECT** any brand of equipment you own – as well as trailers and attachments that are purchased with the equipment and listed on the sales invoice



To learn more about the insurance coverage available for your machines, talk to your Cat dealer or contact us at 1.800.248.4228 or PhysicalDamage@cat.co



This is only a brief description of the program. The actual policy will govern.

This marketing tool does not represent a contract or obligation of any kind between Caterpillar Inc., its subsidiaries or affiliates, and the equipment owner. For details on any dealer agreement, including a complete description of the terms, conditions, and/or exclusions, contact your local Cat dealer. All graphics and lists in this marketing tool are provided solely for general information purposes and are not intended to be a solicitation or an offer to sell any product or service.

100
YEARS
CATERPILLAR

*Less late payments and fees

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CAT
Financial

**CATERPILLAR INSURANCE COMPANY (CIC) SELECTION FORM**

Data and Privacy. Caterpillar's Global Data Privacy Statement ("**Privacy Statement**") describes how Caterpillar collects, processes, and shares information that relates to an identified or identifiable individual ("**Personal Information**") and rights that individuals might have under applicable data privacy laws. Caterpillar also publishes its Data Governance Statement covering other matters relating to equipment or data collected by Caterpillar, including geolocation and operational data relating to equipment or owners or operators of the equipment from which telematic data is received. By transmitting, facilitating, or otherwise providing information in connection with any insurance-related inquiry, request, quote, or application, or by acceptance of an insurance policy, you acknowledge and agree: (1) that you have received and reviewed the Privacy Statement online at <https://www.caterpillar.com/dataprivacy> and the Data Governance Statement online at <https://www.caterpillar.com/en/legal-notice/data-governance-statement.html>; (2) to the collection, use, disclosure, and sharing of Personal Information as set forth in the Privacy Statement; and (3) to the extent that you provide any information to Caterpillar Insurance Company or its affiliates that relates to another individual, you will only do so in accordance with all applicable laws and that you will provide such individual access to or provide them with a copy of the Privacy Statement and Data Governance Statement. You may also authorize and/or consent to the collection, use, disclosure and sharing of information and/or Personal Information in other agreements or documents with us, our affiliates or Caterpillar dealers, and nothing contained herein shall interfere with or affect such agreements or documents in any way.



CATERPILLAR INSURANCE COMPANY (CIC) SELECTION FORM

Before financing your equipment, you must arrange physical damage insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice. We recommend the insurance company has a financial strength rating of at least A- from either A.M. Best, Moody's, S&P, Fitch, or Kroll Bond Agency ("KBRA").

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

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

CIC Physical Damage Insurance Program (the Program) Summary

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

Coverage

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

The Program does include normal exclusions. Some important exclusions include, but are not limited to, wear and tear, rust, loss of income, acts of war, nuclear damage, mechanical breakdown, automobiles, watercraft, waterborne shipments, tires or tubes or mobile track belts damaged by blow-out, puncture, and road damage.

The Program does not cover losses to your equipment that you loan, lease, or rent to others.

Repairs

When a covered loss occurs, the Program will pay for Cat® replacement parts, where available, on all your new or used Caterpillar equipment. For all other equipment from other manufacturers, the Program will pay for comparable replacement parts.

Rental Reimbursement

The Program allows for rental expenses up to \$10,000 per occurrence but not more than \$500 per day that you incur to rent similar equipment following a covered loss. You are automatically protected with up to \$100,000 of coverage for damage to the similar equipment you rent.

Claims

In the event of a total loss, the Program will pay the greater of, not to exceed policy limits, the following:

- The payoff value of the loan, excluding past due payments and late charges, on the damaged parts or equipment as of the date of loss; or
- The actual cash value of the covered property; or
- The Fair Market Value of replacing that property with property of like kind and quality.

Debris Removal

The Program will pay 25% of the direct physical loss plus the deductible, up to a \$10,000 maximum above the limit of insurance of the covered property.

Fire Department Service Charge

The Program will pay fire department service fees up to \$10,000.

Deductible

Construction and Agricultural Equipment Deductible: \$500

Forestry Equipment Deductible: \$5,000

Customer Service

If you have any questions or need additional details, see your Authorized Cat Dealer or call CISC toll free at **1-800-248-4228 option 2**.

You may also e-mail CISC at physicaldamage@cat.com.

POLICYHOLDER DISCLOSURE

NOTICE OF TERRORISM RISK INSURANCE ACT OF 2002

(as extended by the Terrorism Risk Insurance Extension Act of 2005, as amended in 2007, as extended in 2015, and amended in 2019)

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

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended in 2019. However, your policy may contain other exclusions, which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced. The portion of your premium that is attributable to coverage for terrorist acts certified under the Act is: \$ 0.00.

APPLICATION FOR CIC PHYSICAL DAMAGE INSURANCE

Item	Year	Model #	Equipment Description	Serial/VIN	State	Policy Limit (Value Including Total Tax)	Pymt Method-3 Total Premium	Pymt Method-1 Finance Pymt
1	2026	303.5-07CR	Caterpillar Hydraulic Excavator	RE907302	NE	\$55,300.00	\$763.00	\$763.00

Arranged by Caterpillar Insurance Services Corporation

I understand that the total insurance premium for 12 months will be \$763.00, which is \$763.00 per year based upon the total equipment value of \$55,300.00.

- Method 1 ☐ I will finance the insurance premium, including finance charges, of \$763.00 per scheduled equipment payment. The finance charge is calculated at 4.990% per annum on the total insurance premium covering the full term of the finance agreement. By choosing Method 1 and signing this document I am agreeing to finance the insurance along with the equipment payments with Caterpillar Financial Services Corporation.
- Method 2 ☐ I desire coverage for an initial 12 month term. I will pay the \$763.00 premium and return the payment with the signed equipment documents.
- Method 3 ☐ I will pay the total premium and return the payment with the signed equipment documents.
- Method 4 ☐ I decline insurance through Caterpillar Insurance Company. I elect to obtain my own commercial insurance on the equipment shown from an agent or insurance company of my choice.

If selecting method 2 or 3 above, you are also eligible to pay with Cat Commercial Account.

- ☐ I will pay by Cat Commercial Account and provide my account information below.
- ☐ I will pay by check Please make check payable to Caterpillar Insurance Services Corp. and include Policy Number CIC - 70230869 on your check.
- ☐ Not applicable—Only Choose this option if Method 4 is selected above.

Accountholder Name

Cat Commercial Account Number

Authorized User Signature

Print Name

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

I acknowledge that I have been notified that, under the TERRORISM RISK INSURANCE ACT of 2002 (as extended by the Terrorism Risk Insurance Extension Act of 2019), any losses caused by certified acts of terrorism under my policy will result in coverage under my policy that will be partially reimbursed by the United States as outlined in the attached policyholder disclosure notification.

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

Dealer Name: NEBRASKA MACHINERY COMPANY
Customer Name: SEWARD COUNTY
Billing Address: 529 Seward St
SEWARD, NE 68434-2321

Please note: If you would like a no obligation quote on your additional equipment, call 1-800-248-4228 option 2.

Accepted By: _____

Name (PRINT): _____

Title: _____

Date: _____

Fraud Warning:

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Applicable in AL: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines or confinement in prison, or any combination thereof.

Applicable in MD: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Applicable in AK: A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.

Applicable in CA: For your protection, California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

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

Applicable in DC: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

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

Applicable in HI: Intentionally or knowingly misrepresenting or concealing a material fact, opinion or intention to obtain coverage, benefits, recovery or compensation when presenting an application for the issuance or renewal of an insurance policy or when presenting a claim for the payment of a loss is a criminal offense punishable by fines or imprisonment, or both.

Applicable in ID: Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony.

Applicable in KS: Any person who commits a fraudulent insurance act is guilty of a crime and may be subject to restitution, fines, and confinement in prison. A fraudulent insurance act means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer or insurance agent or broker, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for insurance, or the rating of an insurance policy, or a claim for payment or other benefit under an insurance policy, which such person knows to contain materially false information concerning any material fact thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.

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

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

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

Applicable in NM: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

Applicable in OH: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Applicable in OK: WARNING – Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

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

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

INSURANCE SELECTION FORM- INSURANCE REQUIREMENTS



Before funding your equipment, you must arrange physical damage insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice, provided the insurance company has a financial strength rating of at least A- from either A.M. Best, Moody's, S&P, Fitch or Kroll Bond Rating Agency ("KBRA").

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

As an alternative to obtaining your own Physical Damage coverage, you may elect to have your equipment insured under coverage arranged by Caterpillar Insurance Services Corporation designed specifically for those that purchase Cat® equipment. If a quote is not included in your document package, please contact your Cat dealer, call **1-800-248-4228**, or e-mail PhysicalDamage@cat.com.

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

Transaction Number: 001-70230869
Dealer Name: NEBRASKA MACHINERY COMPANY
Customer's Name: SEWARD COUNTY
Address: 529 Seward St
SEWARD, NE 68434-2321

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

Model #	Equipment Description	Serial #	VIN#	Policy Limit (Value Including Tax)
1. 303.5-07CR	2026 Caterpillar Hydraulic Excavator	RE907302		\$55,300.00

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

TO CUSTOMER'S INSURANCE AGENT

Caterpillar Financial Services Corporation must be added as a Loss Payee for physical damage and as an Additional Insured for general liability for the equipment listed above:

☐ To my existing policy number(s) _____, which now provide the coverage required, or

☐ To a policy or policies which you are authorized to issue in the name listed above which will provide the coverage required.

Signature _____
Name(Print) _____
Title _____
Date _____

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

PLEASE FORWARD A COPY OF THE CERTIFICATE OR BINDER EVIDENCING COVERAGE TO:

CATERPILLAR FINANCIAL SERVICES CORPORATION Attn: Document Services
2120 West End Avenue Nashville, TN 37203

PLEASE ATTACH A COPY OF THIS NOTICE TO PROOF OF INSURANCE

CHANGES TO CUSTOMER INFORMATION

The changes above apply to: ☐ Current Request for financing ☐ All active contracts

*** * A Tax Exemption Certificate is required for all tax exempt customer. If you are tax exempt – please enclose a current tax exemption certificate to be returned with your documents.**

Routing Number Account Number

CUSTOMER SIGNATURE

The information above has been reviewed and is accurate to the best of my knowledge. For a joint account, all account holders must sign if more than one signature is required on checks issued against the account.

Signature _____

Name _____

Title _____

For questions or assistance with Auto Pay, or for information about your account, please contact Customer Service, 1-800-651-0567.

Thank you for selecting Caterpillar products and for allowing Caterpillar Financial Services Corporation to serve your financing needs. Included in this document package are all of the forms that will be needed for standard tax exempt lease purchase transactions. The forms have been designed to be clear, concise and user friendly. We have also provided a brief explanation of the purpose of each form. If you wish to discuss any of the forms or have any questions about any aspect of this transaction, we encourage you to contact your Caterpillar Dealer or Caterpillar Financial Services Corporation at 1-866-263-3791 Option # 5.

A. Governmental Equipment Lease-Purchase Agreement. The Governmental Lease-Purchase Agreement contains the terms that govern each transaction between us. It is the standard Caterpillar Financial Services Corporation tax exempt lease-purchase agreement, and provides that we will lease to you the equipment described therein pursuant to a full payout amortization schedule. A new Governmental Equipment Lease-Purchase Agreement will have to be signed in connection with each transaction.

B. Lessee's Authorizing Resolution. The Authorizing Resolution is evidence you have taken the necessary governing body actions to approve the Governmental Equipment Lease-Purchase Agreement. Although the authorizing instrument is often a resolution, it may also take other forms such as an ordinance. We are agreeable to using your customary or standard form provided it contains specific approval for the lease-purchase agreement, designates persons who are authorized to sign on your behalf and either approves the document forms or delegates this authority to a named official **C.**

Verification of Insurance. The Certificate of Insurance is intended to supply information regarding the insurance coverage for the equipment being lease-purchased. You will need to supply the requested information to us so we can verify coverage.

D. ~~Opinion of Counsel.~~ An opinion of counsel is required in connection with each Governmental Equipment Lease-Purchase Agreement. The opinion is intended to confirm that you have complied with all open meeting laws, publication and notice requirements, procedural rules for governing body meetings, and any other relevant state or local government statutes, ordinances, rules or regulations. We would be unable to confirm compliance with these laws and regulations ourselves absent long delays and higher costs so we rely upon the opinion of your attorney since he/she may have been involved in the process to approve our transaction and is an expert in the laws and regulations to which you are subject. The opinion also confirms that you are an entity eligible to issue tax-exempt obligations and that the Governmental Equipment Lease-Purchase Agreement will be treated as tax-exempt as it is your obligation to ensure that you have complied with relevant tax law.

E. Form of 8038G or GC. Form 8038 is required by the Internal Revenue Service in order to monitor the amount of tax-exempt obligations issued. You have to execute a Form 8038 for each Governmental Equipment Lease-Purchase Agreement. Whether a Form 8038 G or GC is required depends on the original principal amount of the Governmental Equipment Lease-Purchase Agreement. If the original principal amount is less than \$100,000 Form 8038GC is filed with the IRS. If the original principal amount is \$100,000 or more Form 8038G is filed with the IRS. Choose the appropriate 8038 form and complete according to IRS guidelines. Contact your TM or Sales Support Representative for assistance. IRS Form 8038G

<http://www.irs.gov/pub/irs-pdf/f8038g.pdf>

IRS Form 8038GC <http://www.irs.gov/pub/irs-pdf/f8038gc.pdf>

This Explanation of Contents is prepared as an accommodation to the parties named herein. It is intended as an example of some of the documents that Caterpillar Financial Services Corporation, in its reasonable judgment, may require and is not intended to constitute legal advice. Please engage and use your own legal counsel. We understand that the laws of the various states are different so nothing herein shall be construed as a warranty or representation that the documents listed herein are the only documents that may be required in any particular transaction or that any particular transaction, if documented in accordance with this Explanation of Contents, will be a valid, binding and enforceable obligation enforceable against the parties named herein in accordance with the terms of the documents named herein.

NEBRASKA MACHINERY COMPANY
11002 SAPP BROTHERS DR
OMAHA, NE 68138-4812

Reference:

SEWARD COUNTY

We are requesting a copy of the minutes of the appropriation meeting during which the funds for this deal were allocated.

A copy of this information is necessary to complete the documentation package and to fund the deal. Your ability to return a complete package will ensure timely payment to you.

Thank you for your assistance.

CATERPILLAR FINANCIAL SERVICES CORPORATION
DOCUMENTATION DEPARTMENT

Caterpillar Financial Services Corporation

INVOICE

Page	Date	Invoice No.
I	07/15/2026	001-70230869

SEWARD COUNTY
529 Seward St
SEWARD, NE 68434-2321

Description	Serial	VIN	Due Date	Pmt. No.	Amount
(1) 2026 CATERPILLAR 303.5-07CR HYDRAULIC EXCAVATOR	RE907302		Upon Receipt.	1	\$7,250.00
WITHOUT THE APPROPRIATE TAX EXEMPTION CERTIFICATE, APPLICABLE SALES AND/OR USE TAX WILL BE CHARGED.					

PLEASE PAY THIS AMOUNT \$ \$7,250.00

Invoice No.	Total Enclosed
001-70230869 - 1	\$

SEWARD COUNTY
529 Seward St
SEWARD, NE 68434-2321

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

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

Information Return for Small Tax-Exempt
Governmental Bond Issues, Leases, and Installment Sales
► Under Internal Revenue Code section 149(e)
Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.
► Go to www.irs.gov/Form8038GC for instructions and the latest information.

OMB No. 1545-0047

Part I Reporting Authority

Check box if Amended Return ☐

1 Issuer's name Seward County	2 Issuer's employer identification number (EIN) 47-6006507			
3 Number and street (or P.O. box if mail isn't delivered to street address) 529 Seward St	Room/suite			
4 City, town, or post office, state, and ZIP code SEWARD Nebraska 68434-2321	5 Report number (For IRS Use Only) <table><tr><td></td><td></td><td></td></tr></table>			
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information	7 Telephone number of officer or legal representative			

Part II Description of Obligations Check one box: ☒ Single issue ☐ Consolidated return

8a Issue price of obligation(s) (see instructions)	8a 55,300.00
b Issue date (single issue) or calendar date (consolidated). Enter date in MM/DD/YYYY format (for example, 01/01/2009) (see instructions) ►	
9 Amount of the reported obligation(s) on line 8a that is:	
a For leases for vehicles	9a
b For leases for office equipment	9b
c For leases for real property	9c
d For leases for other (see instructions)	9d
e For bank loans for vehicles	9e
f For bank loans for office equipment	9f
g For bank loans for real property	9g
h For bank loans for other (see instructions)	9h
i Used to refund prior issue(s)	9i
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j
k Other	9k
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box	☐
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions)	☐
12 Vendor's or bank's name:	
13 Vendor's or bank's employer identification number:	

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

Signature of issuer's authorized representative	Date	CLERK	Type or print name and title
---	------	-------	------------------------------

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ►	Firm's EIN ►			
Firm's address ►	Phone no.			

Future Developments

For the latest information about developments related to Form 8038-GC and its instructions, such as legislation enacted after they were published, go to www.irs.gov/Form8038GC.

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Bonds.

Filing a separate return for a single issue.

Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate. See the instructions for line 11, later.

Filing a consolidated return for multiple issues.

For all tax-exempt governmental obligations with issue prices of less than \$100,000 that aren't reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15 of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file on time isn't due to willful neglect. Write at the top of the form, "Request for Relief under section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form wasn't submitted to the IRS on time. Also, indicate whether the obligation in question is under examination by the IRS. Don't submit copies of any bond documents, leases, or installment sale documents. See *Where To File* next.

Where To File

File Form 8038-GC and any attachments at the following address.

Department of the Treasury
Internal Revenue Service Center
Ogden, UT 84201

Private delivery services (PDS). You can use certain PDS designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These PDS include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The PDS can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the federal government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For a tax-exempt governmental obligation with an issue price of \$100,000 or more, use Form 8038-G.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar. For example, \$1.49 becomes \$1 and \$2.50 becomes \$3. If two or more amounts must be added to figure the amount to enter on a line, include cents when adding the amounts and round off only the total.

Definitions

Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is any obligation including a bond, installment purchase agreement, or financial lease on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that isn't a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances).

Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond isn't tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and

2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that aren't private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1-1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I-Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the *Amended Return* box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return and write across the top "Amended Return Explanation."

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that doesn't have an employer identification number (EIN) should apply for one online by visiting the IRS website at www.irs.gov/EIN. The organization may also apply for an EIN by faxing or mailing Form SS-4 to the IRS.

Lines 3 and 4. Enter the issuer's address or the address of the designated contact person listed on line 6. If the issuer wishes to use its own address and the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office doesn't deliver

mail to the street address and the issuer has a P.O. box, show the box number instead of the street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

Note: The address entered on lines 3 and 4 is the address the IRS will use for all written communications regarding the processing of this return, including any notices. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual listed on line 6, whose address is entered on lines 3 and 4 and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Line 5. This line is for IRS use only. Don't make any entries in this box.

Part II-Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

Line Sa. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line Sb. For a single issue, enter the date of issue (for example, 03/15/2020 for a single issue issued on March 15, 2020), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2020, enter 01/01/2020).

Lines 9a through 9h. Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also, complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal.

Don't complete lines 9a through 9d if the proceeds of an obligation are received in the form of cash even if the term "lease" is used in the title of the issue. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment

purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

Lines 9i and 9j. For line 9i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Line 9k. Enter on line 9k the amount on line 8a that doesn't represent an obligation described on lines 9a through 9j.

Line 10. Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(B)(i)(III).

Line 11. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Don't make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Line 12. Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Line 13. Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also, write the name and title of the person signing Form 8038-GC. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that has been designated in this form.

Note: If the issuer authorizes on line 6 the IRS to communicate with a person other than an officer or other employee of the issuer (such authorization shall include contact both in writing regardless of the address entered on lines 3 and 4, and by telephone), by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized representative of the issuer filled in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization shouldn't sign the return. Certain others who prepare the return shouldn't sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., shouldn't sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return. A paid preparer cannot use a social security number in the *Paid Preparer Use Only* box. The paid preparer must use a preparer tax identification number (PTIN). If the paid preparer is self-employed, the preparer should enter his or her address in the box.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated burden for tax exempt organizations filing this form is approved under OMB control number 1545-0047 and is included in the estimates shown in the instructions for their information return.

If you have suggestions for making this form simpler, we would be happy to hear from you. You can send us comments through www.irs.gov/FormComments. Or you can write to:

Internal Revenue Service
Tax Forms and Publications
1111 Constitution Ave. NW, IR-6526
Washington, DC 20224

Do not send Form 8038-GC to this address. Instead, see *Where To File*, earlier.

REPURCHASE AGREEMENT

This Repurchase Agreement applies to:

PURCHASER: Seward County Road Dept.
MAKE/MODEL: CAT 303.5
SERIAL NUMBER: RE907302
DELIVERY DATE: 8/31/2026
WARRANTY: Standard
DELIVERY HOUR
METER READING: 4

Repurchase amount: \$50,710.17 based upon a maximum of 250 service meter hours

1. Subject to the terms and conditions herein, Nebraska Machinery Company, LLC ("NMC") agrees that at the end of the 12-month term, NMC shall repurchase the machine listed above by: (1) NMC making the second (final) payment due under the applicable Caterpillar Financial payment schedule; and (2) upon such payment by NMC, NMC taking possession of the Equipment and all rights thereto.
2. To maintain the Repurchase Agreement, the Purchaser agrees to the following conditions and limitations:
 - a. The Equipment must be maintained in accordance with the manufacturer's recommended maintenance schedule as per the manufacturer's manual(s) provided with the Equipment. Purchaser agrees to maintain adequate maintenance records, and to allow access to those records to NMC upon request.
 - b. The Equipment must be in a normal physical and operating condition. At the time of repurchase, the Equipment must:
 - i. have all glass intact and without cracks;
 - ii. have no missing parts or sheet metal;
 - iii. have no significant sheet metal damage or any structural damage to frame;
 - iv. have no damage or modification done to the Rollover Protective Structure (ROPS) that voids certification;
 - v. have all machine functions in working order, including, but not limited to, power train systems, hydraulic systems, and electrical systems;
 - vi. have all hinges, doors, grills, steps, attachments, buckets, blades and grab irons in good, workable condition;
 - vii. if applicable, have 50% remaining tire wear, as determined by a generally accepted measuring device, with no cords showing from cuts to the sidewalls or tread of the tire; recaps not acceptable; all tires must be of the same size, make and configuration as originally supplied;
 - viii. if applicable, have 50% remaining undercarriage wear, as determined by a generally accepted measuring device; undercarriage must be of the same make as originally supplied;
 - ix. be returned with all attachments, accessories or upgrades originally sold with equipment;
 - x. be delivered to the nearest NMC location;
 - xi. be free and clear of all liens, claims, security interests and encumbrances, with good and marketable title delivered to NMC at repurchase.

- c. Purchaser agrees not to alter or modify the Equipment in any manner without NMC's prior written consent.
 - d. All repairs to the Equipment shall be made utilizing only original manufacturer's parts.
3. Should the Purchaser choose to exercise the repurchase option, Purchaser shall give NMC at least sixty (60) days prior written notice of its intent. The condition of the Equipment shall be determined by an inspection report completed by NMC prior to its return and NMC's determination, made in its reasonable discretion, shall be conclusive absent manifest error. NMC shall provide a copy of the inspection report to Purchaser. NMC's obligation to repurchase is conditioned upon final inspection and acceptance of the Equipment, satisfaction of all repurchase conditions stated in this Repurchase Agreement and receipt of all documents reasonably required by NMC. Risk of loss remains with Purchaser until NMC accepts the Equipment for repurchase.
4. In the event the Equipment is not in the condition required by this Repurchase Agreement, Purchaser shall have four (4) options:
- a. have NMC repair and/or restore the Equipment to an acceptable condition at purchaser's expense, including NMC's then current labor rates, parts, supplies, taxes and other customary charges;
 - b. have the estimated cost of repairs deducted from the repurchase amount.
 - c. In the event of an overage in service meter hours, have the repurchase amount reduced by \$ 29 per service meter hours above 250 service meter hours.
 - d. keep the Equipment.
5. This Repurchase Agreement is not transferable or assignable by Purchaser, whether voluntarily, by operation of law or otherwise, unless otherwise agreed upon, in writing, by NMC.
6. NMC shall not be liable for any incidental, consequential, special, punitive or exemplary damages, including lost profits, loss of use, downtime or loss of business arising out of or relating to any alleged breach of this Repurchase Agreement.
7. This Repurchase Agreement is governed by the laws of the state of Nebraska.

NEBRASKA MACHINERY COMPANY

PURCHASER:

(Signature)

(Signature)

(Name Printed)

(Name Printed)

(Title)

(Title)

(Date)

(Date)

August 17, 2026

FORMAL COMPLAINT UNDER NEB. REV. STAT. § 39-1811(4)

**TO: Brandy Johnson / Seward County Clerk
Seward County Board of Commissioners
Seward County Courthouse - Room 205
529 Seward Street
Seward, Nebraska 68434**

RE: FORMAL COMPLAINT REGARDING NEGLECTED ROADSIDE VEGETATION ON COUNTY RIGHT-A-WAY / SEWARD COUNTY NEBRASKA PARCEL ID #800039483

I. COMPLAINANT

I am a Legal Resident of Seward County Submitting this Complaint Pursuant to Neb. Rev. Stat. § 39-1811(4).

II. SUBJECT PROPERTY

County Right-A-Way Adjoining Property Owner:
April Hoffbauer
2612 East Seward Road
Seward, NE 68434
Seward County Parcel ID #800039483

III. NATURE OF COMPLAINT

The Adjoining Property Owner (Hoffbauer) has Failed to Properly Maintain and Mow Vegetation along the West Side of County Parcel #800039483, including the Areas Adjoining the Public Road Right-of-Way.

The Negligent Vegetation is Substantially Overgrown and has not been Maintained in Compliance with Statutory Mowing Requirements. This Continuing & Longstanding Condition Constitutes a Failure to comply with the Landowner's Obligations under Neb. Rev. Stat. § 39-1811(1).

IV. APPLICABLE LAW

Under Neb. Rev. Stat. § 39-1811(1), Landowners are required to Mow Weeds and Vegetation along Public Roads Adjacent to their Property.

Under Neb. Rev. Stat. § 39-1811(4):

> "Whenever a Landowner ... Neglects to Mow the Weeds as provided in this section, it shall be the duty of the County Board on complaint of any Resident of the County to cause the weeds to be mowed or otherwise destroyed on neglected portions of roads or ditches complained of."

V. FORMAL REQUEST FOR ACTION

Pursuant to Neb. Rev. Stat. § 39-1811(4), I respectfully request that the Seward County Board of Commissioners:

1. Inspect the West Side of Parcel #800039483, including the adjacent public right-of-way and any applicable drainage areas.
2. Determine whether the vegetation constitutes neglected roadside or ditch vegetation under Neb. Rev. Stat. § 39-1811.
3. If noncompliance is confirmed, cause the vegetation to be mowed or otherwise removed as required by Neb. Rev. Stat. § 39-1811(4).
4. Document the costs associated with such mowing or removal pursuant to Neb. Rev. Stat. § 39-1811(5).
5. Maintain a record identifying the affected property and landowner, April Hoffbauer.
6. Provide written confirmation of receipt of this complaint and notify me of all actions taken by the County Board.

VI. NOTICE AND CONTACT INFORMATION

Please direct written confirmation and all correspondence regarding this complaint to:

Phone: 402-430-3199
Mailing Address: PO Box 64
Seward, NE 68434-0064

VII. SUPPORTING DOCUMENTATION

Photographic evidence of the condition of the Right-a-Way Roadside Vegetation Continued Neglect by Parcel Owner is attached to this Complaint for the Seward County Board of Commissioners.

VIII. CONCLUSION

This submission is intended as a Formal Statutory Complaint under Neb. Rev. Stat. § 39-1811(4) and should be treated as such by the Seward County Board of Commissioners.

I respectfully request prompt review, inspection, and written response regarding the County's determination and any corrective action taken.

SINCERELY,



Brett R Baker / Seward County Resident
2614 East Seward Road
PO Box 64
Seward, NE 68434-0064
402.430.3199
BakerAndAssociates1@gmail.com

ATTACHMENTS:

Photographs documenting Overgrown Vegetation along the west-side roadside/right-of-way adjacent to Parcel #800039483

OTHER:

The Nebraska State Statute says that when a Landowner Neglects the Required Mowing, "it Shall be the Duty of the County Board on Complaint of any Resident of the county" to Cause the Weeds to be Mowed or Destroyed on the Neglected Portions of Roads or Ditches.

















