



**CITY OF SEWARD
City Council
Regular Meeting**

Agenda

**Tuesday, December 1,
2020** **7:00 PM**

**East & West Basement of the Seward
Civic Center**

NOTICE IS HEREBY GIVEN that a meeting of the City Council of the City of Seward, Nebraska will be held at 7:00 PM on Tuesday, December 1, 2020, in the Seward Civic Center East & West Basement, 616 Bradford St, Seward, NE 68434, which meeting will be open to the public. The Mayor and City Council reserve the right to adjourn into Closed Session as per Section 84-1410 of the Nebraska Revised Statutes. An Agenda for such meeting, kept continually current, is available at the Office of the City Clerk, 537 Main Street, Seward, Nebraska, during normal business hours. Individuals requiring physical or sensory accommodations, who desire to attend or participate, please contact the City Clerk's Office at 402.643.2928 no later than 3:30 PM on the Friday preceding the Council Meeting.

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

MEETING BEING HELD VIA VIDEO/TELE-CONFERENCE UNDER STATE OF NEBRASKA, GOVERNOR PETE RICKETTS, EXECUTIVE ORDER NO. 20-36 (CORONA VIRUS- CONTINUED LIMITED WAIVER OF PUBLIC MEETINGS REQUIREMENTS)

**TO PARTICIPATE - Join Via Computer, Tablet, or Smart Phone:
Enter this URL into your Browser: <https://zoom.us/join>**

**Enter Meeting ID: 844 5960 1647
Passcode: 154780**

**TO PARTICIPATE - Join Via Telephone - call one of the numbers below:
1-669-900-6833
1-346-248-7799**

**Enter Meeting ID: 844 5960 1647
Passcode: 154780**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

DISCLOSURE OF OPEN MEETINGS ACT & OTHER NOTIFICATIONS

This is an Open Meeting of the Seward Nebraska Governing Body. The City of Seward abides by the Nebraska Open Meetings Act in conducting business. A copy of the

Nebraska Open Meetings Act is displayed on the north wall of this meeting room facility as required. Disclosure of meeting recording processes is posted in the Meeting Room. A participant sign-in sheet is available for use by any Citizen addressing the Council. Presenters shall approach the podium, state their name & address for the Clerk's record and are asked to limit remarks to five minutes. All remarks shall be directed to the Mayor who shall determine by whom any appropriate response shall be made. The City of Seward reserves the right to adjust the order of items on this Agenda if necessary and may elect to take action on any of the items listed.

ROLL CALL

MINUTES

1. Draft Minutes of November 17, 2020- City Administrator Butcher

MOTION TO ADJOURN

REORGANIZATION/SEATING OF NEW COUNCIL MEMBERS/CALL TO ORDER

ROLL CALL

OATH OF OFFICE FOR NEWLY ELECTED OFFICIALS

1. Governing Body/Oath of Office for Newly Elected Officials - City Administrator Butcher
 - A. Council Member Jessica Kolterman - Ward 1
 - B. Council Member Chris Schmit - Ward 2
 - C. Council Member John Singleton - Ward 3
 - D. Council Member Jonathon Wilken - Ward 4

CONFIRMATION OF MAYOR APPOINTMENTS

1. Reappoint James Kimsey as Fire Chief for a 2-Yr Term
 - A. Oath of Office
2. Reappoint Jonathan Jank to the Rail Campus Development Review Committee for a 2-Yr Term
3. Reappoint Rick Endicott to the Cemetery Board for a 3-Yr Term
4. Reappoint Mel Varner (Alternate) and Dr. Dan Ellis to the Zoning Board of Adjustment for a 3-Yr Term
5. Reappoint Brad Bowen to the Housing Appeals Board for a 3-Yr Term
6. Reappoint Matt Stryson to the Housing Authority Board for a 5-Yr Term
7. Appoint Council Members to Boards and Committees as Liaison:
 - A. Fire Department - John Singleton
 - B. Cemetery Board - Sid Kamprath
 - C. Tree Board - Alyssa Hendrix
 - D. Park & Recreation Board - Ellen Beck, Chris Schmit
 - E. Civic Center Commission - Sid Kamprath, John Singleton
 - F. Planning Commission - Chris Schmit, Sid Kamprath
 - G. Library Board - Jonathon Wilken, Jessica Kolterman
8. Appoint Council Members to Various Boards and Committees:
 - A. Personnel, Finance & Audit Committee - Ellen Beck, Karl Miller, Chris Schmit, Jonathon Wilken
 - B. E911 Board - John Singleton, Jessica Kolterman
 - C. CDBG Application Review Board for Economic Development (Program Loan Reuse) - Jonathon Wilken

- D. Seward/Saline County Solid Waste Agency - John Singleton
- E. Seward Foundation - Karl Miller, Jessica Kolterman
- F. Rail Campus Development Review Committee - Chris Schmit, Karl Miller
- G. Seward County Chamber & Development Partnership - Ellen Beck for a 3-Yr Term

ELECTION OF COUNCIL PRESIDENT

CONSENT AGENDA

- 1. Claims & Payables Reports
- 2. Seward County Chamber & Development Partnership Report
- 3. Infrastructure Cost Items Reimbursable Back to the City

PUBLIC HEARINGS

- 1. Public Hearing - 7:00 PM - Liquor License Application of Squire Wards, LLC dba Squire Wards, 133 N 6th St - City Administrator Butcher
 - A. Resolution Recommending Approval of Class C Liquor License for Squire Wards, LLC, dba Squire Wards
 - B. Recommend Approval of Gregg Nelson as Manager of Class C Liquor License for Squire Wards, LLC, dba Squire Wards

ADMINISTRATIVE ITEMS

- 1. Consideration of Ordinance to Require Individuals to Wear Facial Coverings in Public Places in Response to COVID-19, and Exceptions Thereof. - City Administrator Butcher
- 2. Ordinance Approving a Lease-Purchase Agreement with Jones Bank for the Financing of a Toro Reelmaster 3555-D Mower and Authorize the Mayor to Execute all Documents Related to the Financing Agreement - City Administrator Butcher
- 3. Extend Downtown Revitalization (DTR) Grant Completion Deadline to February 26, 2021 Due to Delays in Contractor Availability and COVID-19 - City Administrator Butcher

REPORTS

- 1. City Administrator's Report - City Administrator Butcher

FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR

ADMINISTRATIVE ACTION

ANNOUNCEMENT OF UPCOMING EVENTS

MOTION TO ADJOURN

I, Bonnie Otte, the duly appointed qualified and acting Assist Admin/Clerk-Treasurer/Budget & HR Director of the City of Seward, Nebraska, hereby certify:

That the foregoing Notice of Meeting and Agenda for such meeting has been posted in the following places: Seward City Hall, Seward County Courthouse, Seward Memorial Library and CityofSewardNE.com

IN WITNESS WHEREOF, I have hereunto set my hand officially and affixed the seal of the City.

Bonnie Otte
Assist Admin/Clerk-Treasurer/Budget & HR Director

Date

November 17, 2020

The Seward City Council met at 7:00 p.m. on Tuesday, November 17, 2020, with Mayor Joshua Eickmeier presiding and Assistant Administrator /Clerk-Treasurer /Budget & Human Resources Director Bonnie Otte recording the proceedings. Upon roll call, the following Councilmembers were present: Jonathon Wilken, Sid Kamprath, Jessica Kolterman, Karl Miller, John Singleton, Chris Schmit, Alyssa Hendrix (entered the meeting at 7:23 PM). Absent: Ellen Beck. Other officials present: City Administrator Greg Butcher and City Attorney Kelly Hoffschneider.

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

THE PLEDGE OF ALLEGIANCE

Mayor Eickmeier announced that a copy of the Agenda for this meeting is posted in the room of the Civic Center and copies are available where a copy of the Open Meetings Act is also posted for public inspection. He also noted that any citizen wishing to address the Council should come to the podium, state their name and address and limit their comments to five minutes. All remarks should be directed to the Mayor/Chairperson, who will then determine who will make any appropriate response. The City of Seward reserves the right to adjust the order of items on this agenda if necessary and may elect to take action on any of the items listed.

1. APPROVAL OF MINUTES OF NOVEMBER 3, 2020 COUNCIL MEETING

Councilmember Singleton moved, seconded by Councilmember Schmit, that the minutes of the November 3, 2020 City Council meeting be approved.

Aye: Wilken, Kamprath, Kolterman, Miller, Singleton, Schmit
Nay: None
Absent: Beck, Hendrix. Motion carried.

1-5. CONSENT AGENDA CONSIDERATION ITEMS

The following Consent Agenda items were approved in one single motion made by Councilmember Singleton, seconded by Councilmember Kamprath:

1. Claims & Payables Reports
2. City Treasurer Report
3. Police Department Report
4. Add Jensen Schulz and Brady Johnson to the Seward Volunteer Firefighter Roster
5. Infrastructure Cost Items Reimbursable Back to the City

CLAIMS LIST
11-17-20
COUNCIL MEETING

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

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AKRS Equipment	Re, Gu	85.88
Amazon.Com Credit Service	Su, Misc	550.44
Autographix Inc	Misc	618.00
Baker & Taylor	Su	3,399.37
Barco Municipal Product	Signs	3,348.04
Bern's Body Shop	Re	2,069.00
Biblionx LLC	Ma	4,223.00
Bizco Technologies	Se, Bu, Eq	14,453.43
Blackburn Manufacturing	Re	242.89
Black Hills Energy	Ut	820.60
Blue Valley Pest Control	Bu	80.00
Border States Industries	Re	792.28
Burlington Northern Santa	Misc, Ex	1,219.58
Callaway Golf	Merchandise	243.16
Campbell Cleaning	Se, Su	1,001.99
Cattle Bank & Trust	Eq	24,245.00
City Seward Library Petty	Su	77.64
City Seward Merchant Serv	Se	2,497.45
City Seward Payroll Account	Payroll	157,307.51
City Seward Perpetual Fd	Lot Sales	1,050.00
Coast To Coast Solutions	Su	69.45
Commonwealth Electric Co	Re	2,530.74
Consolidated Water Solution	Re	1,301.67
Constellation Newenergy	Ut	118.48
Cornhusker Press	Su	123.45
Cornhusker State Industries	Re	714.00
Eakes Office Solutions	Su	40.04
Elliott Equipment Co	Ma	3,778.37
Emergency Medical Product	Su	201.17
Farmers Coop Seward	Su, Re, Ma	4,123.07
Galls LLC	Un	87.45
Gehring Construction	Ci	7,159.30
Gerhold Concrete Co Inc	Gu, Su	2,073.13
Great Plains Communication	Eq	4,455.94
GWorks	Se	10,923.23
H & S Plumbing Heating	Bu	761.96
HD Supply Construction	Su	88.98
Hobson Automotive & Tire	Re, Ma	539.87
Home Depot Pro	Su	210.90
Husker Electric Supply Co	Re, Tools	2,447.67
Hydraulic Equipment Service	Re	743.84
J E O Consulting Group In	Se	1,000.00
Jackson Services Inc	Su	142.19
Jacobsen Rock & Gravel	Su, Ma	1,087.63
Johnson Controls Inc	Ma	4,973.09
Jones Automotive	Eq	10,599.55
Konica Minolta Business	Ma	28.92
Last Mile Network Consult	Se	90.00
League Nebraska Muni	Trng	95.00
Lee's Refrigeration	Ma	83.75
Matheson Tri-Gas Inc	Su	146.74
Menards North	Su, Re	327.12
Mid-American Benefits Inc	Ina	1,030.47
Midwest Auto Parts	Ma, Bu, Re	714.39
Midwest Automotive	Re	307.00
Midwest Laboratories Inc	Se	920.67
Municipal Supply Omaha	Inv, Re, Ci	1,536.29
Nebraska Mun Clerks' Asso	Dues	45.00
Nebraska Pub Pow-Desmoine	Incentive, Ut	427,127.17
Niemann's Port-A-Pot LLC	Se	250.00
Norris Public Power Dist	Ut	857.10

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Oberhauser Doug	Incentive		3,500.00
One Call Concepts Inc	Se		112.25
O'Reilly Automotive Inc	Su, Re		259.20
Orscheln Farm & Home	Re, Su, Gu		356.79
Overdrive Inc	Misc		1,000.00
Pac 'N' Save Discount Food	Gu, Su, Bu, Re, Ma		2,378.30
Paper Tiger Shredding	Se		30.00
Pitney Bowes Inc	Se, Su		4,605.00
Plunkett's Pest Control	Bu		61.61
Policky Brandon A	Un		236.33
Seward County Clerk/Reg D	Ex		16.00
Seward County Independent	Ex		436.37
Seward County Treasurer	Se		19,217.17
Seward Lumber & Home Cent	Su, Bu, Ma, Re		288.01
Seward Public Schools	Fines, Fees		1,927.60
Seward Storage	Ex		2,310.00
Seward Wind LLC	Ut		42,079.80
Sleuth Systems	Se		648.00
Spickelmier & Son Inc	Re		1,570.00
Sports Express	Ex		268.65
Steager Irrigation LLC	Se		110.00
Sterling West	Ci		10,084.50
Trimax Mowing Systems	Su		18.21
Truck Center Companies	Re		1,809.59
U S A Bluebook - Cust 812	Su, Tools		290.80
U S Postal Service	Su		4,500.00
Verizon Wireless	Se		269.09
Vessco Inc	Su		423.63
Visa - Pinnacle Bank			334.26
Harlequinn	Su	-18.39	
Walmart	Ma	171.62	
Bluestem	Se	115.00	
Zoom.us	Misc	16.03	
Iowa Library Assn	Trng	50.00	
WCHE LLC	Ci		100,842.42
Wegman Nicole	Ex		125.00
Wesco Distribution Inc	Inv, Su, Re		37,800.02
Windstream Nebraska Inc	SE		1,884.20
Woods & Aitken LLP	Se		90.00
Wynegar Ann	Ex		125.00
York Equipment	Re		29.89
	CLAIMS TOTAL		<u>\$952,217.74</u>

Aye: Wilken, Kamprath, Kolterman, Miller, Singleton, Schmit

Nay: None

Absent: Beck, Hendrix. Motion carried.

PUBLIC HEARINGS

1. PUBLIC HEARING - 7:00 PM - SPECIAL USE PERMIT APPLICATION FOR PROPERTY LOCATED AT 1778 PINE ST. TO OPERATE AN AUTO BODY SHOP

City Administrator Butcher stated the applicant is Levander's Auto Body. The City approved the sale of property in the Seward Rail Campus and also approved the TIF funding for the project. This type of business is allowed in the zoned area with a special use permit. He stated the Planning Commission unanimously recommended approval of the Special Use Permit.

Mayor Eickmeier opened the public hearing. With no additional public comment, Mayor Eickmeier closed the public hearing.

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Councilmember Schmit moved, seconded by Councilmember Kolterman, that a Special Use Permit be approved for 1778 Pine St. to operate an auto body shop.

Aye: Wilken, Kamprath, Kolterman, Miller, Singleton, Schmit

Nay: None

Absent: Beck, Hendrix. Motion carried.

2. PUBLIC HEARING - 7:00 PM - TAX INCREMENT FINANCING APPLICATION OF ARROWHEAD ESTATES, LLC, SEWARD TWIN OAKS DEVELOPMENT SEVENTH ADDITION, OUTLOTS A & B

TIF Attorney Andrew Willis presented the Tax Increment Financing (TIF) application of Arrowhead Estates, LLC for the construction of 29 single family homes and associated improvements on the Project Site. The Project will include trails, parks and greenspace, and the necessary public infrastructure to support the residential development. The Project is located in Twin Oaks Development Seventh Addition.

The Project Site has been identified in the Comprehensive Plan with a residential development concept for the "South 15 Neighborhood". The ground is currently vacant and zoned agricultural.

The Project Site will be subdivided and replatted for residential development. The single-family homes will be constructed on 29 lots with an average lot size of approximately 8,400 square feet (70' x 120'). This master plan includes approximately 95 single family lots and 50 townhome lots, but the Project will only include 29 single family lots. No further development of potential subsequent phases or lots beyond the 29 lots are included in the Project or this Redevelopment Plan Amendment.

3B. REVIEW OF REDEVELOPMENT PLAN AMENDMENT AND COST BENEFIT ANALYSIS

The Project is anticipated to have a base valuation of \$203,000 (\$7,000/lot x 29 lots) and a minimum final valuation estimate of \$6,235,000 (\$215,000/lot x 29 lots) upon completion. If the base value of the lots is valued higher, the overall TIF indebtedness amount would decrease. The Redeveloper understands this risk.

The CRA will establish a single effective date for the entire Project. Based upon the anticipated completed valuation of \$6,235,000 (29 lots at \$215,000/lot), and a 4.5% interest rate for the TIF Note, it is projected that the Project should support TIF Indebtedness in the amount of approximately \$953,000. For purposes of the TIF projections for this Project, the CRA (1) has assumed that 5 homes will be completed in 2021, 7 homes will be completed in 2022, 8 homes will be completed in 2023, and 9 homes will be completed in 2024; and (2) has assumed that there will be a partial valuation in the first three (3) years based on Redeveloper's construction schedule. If the development of the lots occurs slower than anticipated, the Project could generate less TIF than projected in this Plan Amendment. If the completed value of the lots are actually higher than the projection and/or the development of the lots occurs quicker than anticipated, the Project could generate more annual tax increment than projected in this Plan Amendment and pay off the TIF Indebtedness sooner than 15 years.

Mr. Willis stated the application includes grading, public street improvements, public infrastructure improvements water and sewer, walking trail improvements, engineering and legal fees, and other eligible public improvements. The project will be financed at a rate of 4.5% and the Redeveloper has stated that the Project would be financed in part using \$200,000 investor equity.

Redeveloper estimates the cost of public improvements necessary to

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support the private improvements will be \$1,033,109 (\$35,624/lot).

The Redeveloper intends to commence construction in the Spring of 2021 with private improvements to be completed in 2024. The base year will be 2021 with an effective date for the division of taxes being January 1, 2022. The project completion date will be December 31, 2025.

Mr. Willis presented the estimated TIF uses for the total project (120 lots) at \$3,380,600. The cost associated to the 29 lots for the first phase is \$816,978.33 plus additional legal costs and interest at \$1,033,201.93.

Mr. Willis stated the Developer is aware that if the final assessment comes in lower, the Developer is responsible for any shortfall.

Because redevelopment of the Project Site will require significant upfront costs, including, but not limited to, site preparation, grading, and public infrastructure improvements, the City is unlikely to attract business and/or development to the Rail Campus Area without the use of TIF.

The Redeveloper has represented that without the use of TIF, this Project would not be feasible, and the Redeveloper could not develop this Project on the Project site. The Redeveloper has also represented that it does not intend to file an application with the Nebraska Department of Revenue to receive tax incentives under the Nebraska Advantage Act.

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

The Project is the construction of 29 single family homes. As a residential subdivision, the Project will, by design, increase the population density in the area. However, the Project is consistent with the Comprehensive Plan, which promotes housing development to meet demand in the City and identifies the South 5 Neighborhood for new growth.

The 29 single family homes on the approximately 5.5-acre Project Site, which is currently vacant, will be required to meet the applicable land-coverage ratios and zoning requirements of the City.

The Project will impact traffic flow, street layouts, and street grades. The public improvements for the Project will include the necessary street improvements for the Site. These public improvements shall provide a material benefit to the Redevelopment Area that would not occur with this Project.

The Project will be required to meet or exceed the parking requirements set forth in the zoning district. Each lot must meet the required parking separately and there is no master parking lot or parking area included in the Project.

The Project is located in an I-1 Limited Industrial District zone. Redeveloper will need to seek a change of zone to a zoning district which the intended use is a permitted use. In addition, Redeveloper will need to subdivide the Project Site into 29 lots prior to construction of improvements on the Site.

Mr. Willis presented the Cost-Benefit Analysis:

a.	Redevelopment Project Valuation:	\$ 203,000
b.	Projected Completed Project Assessed Valuation:	\$ 6,235,000
c.	Projected Tax Increment Base:	\$ 6,032,000
d.	Estimated Tax Levy:	1.733791
e.	Annual Projected Tax Shift: (Year 1: 5 total lots)	\$ 18,031

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(Year 2: 12 total lots)	\$	43,275
(Year 3: 20 total lots)	\$	72,126
(Years 4-15: 29 total lots)	\$	100,560

The Project is anticipated to be completed over a 4-year period based on Redeveloper's construction schedule, but the Project will have a single effective date and 15-year TIF period.

Redeveloper anticipates expenditures of over \$800,000 for public infrastructure improvements, including, but not limited to, water, and sewer, street, sidewalk and trail improvements, all of which are necessary for the Project and will benefit adjacent property in the City.

The Project will create an increase in traffic in the area. Looking at 29 homes, the traffic effect does not appear to be substantial. Additional traffic will have an impact on the area, and the City will need to ensure that the additional traffic onto Highway 15 from the Project is compatible with public safety and any highway restrictions. Any residential development in this area will have the same traffic concerns, and the Comprehensive Plan indicates that the future plan for the Site is a large-scale residential subdivision. Any traffic implications will need to be addressed through the subdivision and change of zoning applications.

The Project is not anticipated to have a material adverse effect on any community public services. Public services appear adequate to handle the impacts of the Project.

The Project will create material tax and other public revenue for the City and other local taxing jurisdictions. The subdivision and platting of the Project Site into buildable lots will increase the base value of the Project Site prior to the division of taxes. The City should realize revenue from sales taxes paid by the residents of the homes on the Site. The constructed homes will also pay for City services.

It is not anticipated the Project will have a material adverse impact on employers and employees of firms locating or expanding with the boundaries of the area. The Project will create additional housing units, which will help keep the goal identified in the Comprehensive Plan to construct 36 new housing units annually.

The Project should have a material positive impact on private sector businesses in and around the area outside the boundaries of the Project.

The Project is anticipated to increase the student populations within the City. As a residential subdivision, the Project is intended to increase the population of the City, and likely to increase the population in the schools. The overall anticipated population increase from 29 homes is not anticipated to be a substantial impact on the school district based on the recent Housing Study. The school district should have the capacity to handle any minimal population increase from the Project. That Study would estimate an increase to the student population by 12-55 students. There would be an annual shift of approximately \$56,381 away from the School District annually. However, since the Project would not occur but for the use of tax increment financing, there is no loss in prospective tax revenues to the school district.

Long term, the increased value of the Project Site will ultimately benefit the school district. After the TIF indebtedness is paid, or at the end of the 15-year period, taxes on the increased valuation will be available to the school district.

The Project will create a high-quality neighborhood with community amenities, including trails, parks and ponds, in close proximity to the Rail

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Campus Area.

The Project will facilitate the development of a blighted and substandard area of the City without the incurrence of significant public cost. The concern of the school district of potential cost is duly noted. Additionally, the Project will increase property tax revenue in the long-term. The benefits of the Project appear to outweigh the costs.

Mr. Willis stated, as presented, the Plan Amendment has no limitations or covenants built in. The CRA mentioned adding detail, such as setting a max limit on the sale price of the lots as the TIF is presented as lessening the price point for lots. He stated another concern brought forward at the CRA meeting was an increase in traffic. He stated that access to and from the subdivision would be handled in the detail of the final platting, which the City Council will have to approve. Another concern expressed was the cost on the Seward School District and the loss in tax revenue for the 15-year TIF period.

Mr. Willis concluded stating the Community Redevelopment Authority (CRA) met on November 10, 2020 and voted to submit the Redevelopment Plan Amendment to the Planning Commission and City Council for public hearings without formal action on the Redevelopment Plan Amendment. The CRA wanted to allow for public comment prior to voting on the project. The Planning Commission conducted their public hearing on November 16, 2020 and recommended approval of the Redevelopment Plan Amendment as they felt it to be in conformance with the City's Comprehensive Plan. Mr. Willis recommended the City Council take no action on the Plan Amendment without the CRA's approval. Following this public hearing, the project will go back to the CRA for approval or denial. If approved, the Plan Amendment and Agreement will come back to the City Council for final action. If the CRA votes to not approve the Plan Amendment, the project is dead and will not come before the City Council.

Mayor Eickmeier stated the Council needs to decide whether they are interested in using TIF for residential development. The Comprehensive Plan and Housing Study call for additional housing and in particular, affordable housing. In reviewing this TIF development proposal or future proposals, the Council needs to consider whether the developments are working toward achieving the goals of adding housing at an affordable price. A question is whether a builder or developer is passing along any savings provided by TIF funding.

Mr. Willis stated the Council could place terms in the Plan Agreement to work toward achieving such goals.

There was a comment about setting a house sale price maximum to ensure the affordable housing piece and to limit the number of houses that could be built each year to address the School District's concern of additional expense and decreased property tax revenues.

Mr. Willis stated the CRA suggested a joint meeting with the City Council to make sure everyone is on the same page for funding residential projects using TIF.

Mayor Eickmeier asked if Mr. Willis could comprise a list of what other communities are adding into their TIF agreements to address specific concerns, which may assist the City in addressing some of the concerns presented with this development. Mayor Eickmeier stated the Council needs to think about future developments and if the goal is affordable housing, whether that means multi-unit apartments, or rentals, or homeownership. He said a developer could present a plan for small lots with a plan for all rental units. He said he is not sure that is what the community would support.

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Mr. Willis stated that the use of TIF requires that the project is in an area that has been determined as blighted and substandard and that there is a cap on the amount of blighted and substandard area a community can have. However, the City Council can "move" the map and remove areas currently designated as blighted and substandard and designate other areas to be within the capped amount.

Mayor Eickmeier opened the public hearing.

Thomas Kayton, 1119 Augusta Dr., Seward, managing member of Arrowhead Estates stated Arrowhead Estates, LLC formed in June of 2020. He presented a summary of the TIF project subdivision layout and features and addressed some of the comments made regarding traffic, Hwy 15 access, and School District tax burden. He stated he feels this will be an aesthetically pleasing development with green space, trails, ponds, and cul-de-sacs at an affordable price (\$190,000 - \$290,000) price. He added that he believes they are being conservative on the completed assessed value of the homes and looks to see them being closer to \$250,000 - \$260,000. Mr. Kayton also addressed the traffic concern adding that Jake Vasa, Engineer with SEH, reviewed the subdivision with the Nebraska Department of Transportation and all preliminary indications are that it would not create enough traffic to require a traffic study. He stated the intent is to not create a burden for the Seward School District, but to increase the property tax base. He fully understands there will be a period of waiting for that to happen, but after the TIF period has ended, the school will have the increased tax base of the subdivision. He stated all residential subdivisions, regardless of TIF, will create a burden on the School District as the taxes do not cover the per student expense ratio. TIF will only lower a portion of the property tax revenue going to the school for the term of the agreement. He stated he would be willing to discuss covenants options in the agreement.

Zane Francescato, 616 Bradford St, Seward provided a quick breakdown of the recent housing study data and need for affordable housing stating that the proposed project would complement the plan and need for housing nicely.

Paul Duer, 2211 350th Rd., Staplehurst, addressed the City Council stating he is a member of the Seward District School Board. He stated the School Board is not against growth; they would like to see managed growth. He explained many of the elementary grades are borderline maximum capacity size. The TIF plan would better fit with the School's plans if it were possibly reduced to 7-10 years (as opposed to 15 years). He stated the School District relies on property taxes for their funding, except for some special funds. He said the Board believes the affordable housing issue should be a county-wide issue and not just fall to the citizens of the City. He said the Board would prefer to see maximum guaranteed lot prices so the price can not increase with possible market demand. They also would like to see something that says the developer have to stick with a phased housing construction timeline; could not build more houses than a certain number each year.

Jonathan Jank, SCCDP Director echoed the need for housing and especially workforce (affordable) housing to help attract business. He added that this may also allow people the opportunity to live in the community rather than having to commute. He commended Mr. Kayton and the investment partners in wanting to invest locally.

Verna Pate-Lewis, 2596 Redwood Rd, Seward, addressed the Council reiterating the concerns that were mentioned; whether TIF should be used for affordable housing, a precedent for developers, Hwy 15 traffic, access from the highway into and out of the proposed development, and increased property values with a new development. She said she feels it will be a successful development but would like to see it downsized so TIF is not needed. She commented

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there have been three other recent housing developments and two of them are almost full without the use of TIF.

Shane Baack, 1660 August Dr., Seward, addressed the Council stating he is one of the partners on this project. The proposed project site is currently zoned industrial. A lot of different businesses could locate in this area under its current zoning that may not be what the community wants. The partners saw this area as a great opportunity for a neighborhood and came up with a plan that fits well. He said the group may consider setting a maximum lot price. But setting a maximum house price may not be the best plan. If construction costs increase, it may limit what can be built or deter sale of the lots. He said the group wants to see a successful development and they are all part of the Seward community and would not want to bring in something that was going to hurt the community where they live and work. The hope is that the development will increase the tax base, but that does take some time.

Mayor Eickmeier closed the public hearing.

There was an inquiry that if the traffic on Hwy 15 does become an issue and the State decides the highway needs to be widened or traffic lights installed, who bears the burden of that cost. An additional comment is that there will be no busing to this area and there currently are no pedestrian walkways to connect to the City.

City Administrator Butcher stated the State dictates when changes are warranted. It would likely be the City's expense.

Another inquiry was whether the current wastewater treatment plant could handle the impact of an additional subdivision.

Mr. Butcher stated the outfall project that was just approved will help with capacity. The hope is the plant does not reach capacity before the new plant can be built. The engineering phase of the new treatment plant is in the current budget year capital plan.

City Administrator Butcher urged the City Council and all other parties to present any conditional concerns or comments, either at this meeting or send them to him prior to this going back to the CRA for consideration. He said there is a recommendation that representatives of the CRA, Council, School Board, Arrowhead Estates, LLC, and any other interested party meet to further discuss this development and future residential developments prior to the CRA meeting. No action was taken.

3. PUBLIC HEARING - 7:00 PM - ORDINANCE UPDATING THE UNIFIED LAND DEVELOPMENT ORDINANCE (ULDO); RE-ZONE THE JARECKI ADDITION FROM AG AGRICULTURAL DISTRICT TO RR RURAL RESIDENTIAL DISTRICT

City Administrator Butcher stated this is a request by the property owners to rezone to allow for several smaller acreages. The Planning Commission unanimously recommended approval.

Mayor Eickmeier opened the public hearing. With no public comment, Mayor Eickmeier closed the public hearing.

Ordinance No. 2020-29 updating the Unified Land Development Ordinance (ULDO), rezoning the Jarecki Addition (North of Fletcher Rd and West of 252nd Rd) from AG Agricultural District to RR Rural Residential District, was adopted.

4. PUBLIC HEARING - 7:00 PM - ORDINANCE UPDATING THE UNIFIED LAND DEVELOPMENT ORDINANCE (ULDO); RE-ZONE THE BANZHAF ADDITION FROM AG AGRICULTURAL DISTRICT TO RR RURAL RESIDENTIAL DISTRICT

November 17, 2020

City Administrator Butcher stated this is a request by the property owners to rezone to allow for a property split and sale. The Planning Commission unanimously recommended approval.

Mayor Eickmeier opened the public hearing. With no public comment. Mayor Eickmeier closed the public hearing.

Ordinance No. 2020-30 updating the Unified Land Development Ordinance (ULDO), rezoning the Banzhaf Addition (South of Bluff Rd and East of 238th Rd) from AG Agricultural District to RR Rural Residential District, was adopted.

5. PUBLIC HEARING - 7:00 PM - DISCUSSION OF TEXT AMENDMENT TO THE CITY OF SEWARD UNIFIED LAND DEVELOPMENT ORDINANCE (ULDO); CHAPTER 410 ZONING AND SUBDIVISION, ARTICLE 31.5, F, COMMERCIAL USES ATTACHMENT 1 - USE MATRIX ABOUT CONVENIENCE STORAGE

Councilmember Hendrix declared a conflict of interest as owner of property requesting an amendment to the ULDO regarding convenience storage in the Commercial Business District and stated she would not participate in discussion or voting on the matter.

City Administrator Butcher stated the purpose of the requested amendment is to allow for individual storage units as indoor storage in the Central Business District. Under the current Municipal Code, convenience storage is not permitted, even by special use in this district. He stated the amendment allows for convenience storage in the Central Business District as long as the storage units are contained within an enclosed building structure. He stated the Planning Commission unanimously recommended approval of the amendment.

Mayor Eickmeier opened the public hearing. With no public comment, Mayor Eickmeier closed the public hearing.

Ordinance No. 2020-31 approving a text amendment to the Unified Land Development Ordinance (ULDO); Chapter 410 Zoning, Article 31.5, F, Commercial Uses and Attachment 1 - Use Matrix allowing for convenience storage was adopted.

ADMINISTRATIVE ITEMS

1. ORDINANCE APPROVING TEXT AMENDMENT TO THE CITY OF SEWARD UNIFIED LAND DEVELOPMENT ORDINANCE (ULDO); ARTICLE 29 FP/FW FLOODPLAIN/FLOODWAY OVERLAY DISTRICT (THIRD AND FINAL READING)

Mayor Eickmeier read Ordinance No. 2020-27 by title, "AN ORDINANCE TO REPEAL AND REPLACE THE MUNICIPAL CODE OF THE CITY OF SEWARD, CHAPTER 410 ZONING AND SUBDIVISION, ARTICLE 29 FP/FW FLOODPLAIN/FLOODWAY OVERLAY DISTRICT; TO REPEAL ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; TO PROVIDE FOR AN EFFECTIVE DATE; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM' .

City Administrator Butcher stated the Planning Commission unanimously recommended approval of the proposed ordinance as amended from the original ordinance, which has been read by title at the previous two Council meetings. Specific amendments included in the Planning Commission recommended ordinance are: 1) expanded definition of manufactured home to include mobile home; 2) added definition for modular home; and, 3) remove requirement of placement of a manufactured home on a foundation.

Councilmember Schmit moved, seconded by Kolterman, that the amendments to Ordinance No. 2020-27, as recommended by the Planning Commission be approved.

Aye: Wilken, Kamprath, Kolterman, Miller, Singleton, Schmit, Hendrix
Nay: None
Absent: Beck. Motion carried.

November 17, 2020

Amended Ordinance No. 2020-27 approving a text amendment to the City of Seward Unified Land Development Ordinance (ULDO); Article 29 FP/FW Floodplain/Floodway Overlay District was adopted.

Councilmember Wilken moved, seconded by Councilmember Singleton, that the minutes of the proceedings of the Mayor and Council of the City of Seward, Seward County, Nebraska in the matter of passing and approving: **Ordinance No. 2020-27**, "AN ORDINANCE TO REPEAL AND REPLACE THE MUNICIPAL CODE OF THE CITY OF SEWARD, CHAPTER 410 ZONING AND SUBDIVISION, ARTICLE 29 FP/FW FLOODPLAIN/FLOODWAY OVERLAY DISTRICT; TO REPEAL ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; TO PROVIDE FOR AN EFFECTIVE DATE; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM"; **Ordinance No. 2020-29**, "AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SEWARD, NEBRASKA; TO REZONE CERTAIN PROPERTY WITHIN THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF SEWARD, NEBRASKA NOW ZONED AG AGRICULTURAL DISTRICT, TO RR RURAL RESIDENTIAL DISTRICT; SPECIFICALLY, TRACTS OF LAND NORTH OF FLETCHER ROAD AND WEST OF 252ND RD; TO DESCRIBE THE PROPERTY REZONED; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT"; **Ordinance No. 2020-30**, "AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SEWARD, NEBRASKA; TO REZONE CERTAIN PROPERTY WITHIN THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF SEWARD, NEBRASKA NOW ZONED AG AGRICULTURAL DISTRICT, TO RR RURAL RESIDENTIAL DISTRICT; SPECIFICALLY, TRACTS OF LAND SOUTH OF BLUFF ROAD AND EAST OF 238TH RD; TO DESCRIBE THE PROPERTY REZONED; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT"; and, **Ordinance No. 2020-31**, "AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF SEWARD, CHAPTER 410 ZONING AND SUBDIVISION, ARTICLE 31 SUPPLEMENTAL USE AND DEVELOPMENT REGULATIONS TO BETTER DEFINE COMMERCIAL USES; AND ARTICLE 4 USE MATRIX TO ALLOW CONVENIENCE STORAGE WITHIN THE CENTRAL BUSINESS DISTRICT; TO REPEAL ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; TO PROVIDE FOR AN EFFECTIVE DATE; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM", be preserved and kept in a separate and distinct volume known as "Ordinance Record, City of Seward, Nebraska", and that said separate and distinct volume be incorporated in and made a part of these proceedings and the same as though it were spread at large herein.

Aye: Wilken, Kamprath, Kolterman, Miller, Singleton, Schmit, Hendrix
Nay: None
Absent: Beck. Motion carried.

2. AMENDMENT NO. 2 TO THE AUTOMATED METERING AGREEMENT BETWEEN THE CITY AND NEBRASKA PUBLIC POWER DISTRICT

Councilmember Hendrix moved, seconded by Councilmember Schmit, that Amendment No. 2 to the Automated Metering Agreement between the City and Nebraska Public Power District be approved.

Aye: Wilken, Kamprath, Kolterman, Miller, Singleton, Schmit, Hendrix
Nay: None
Absent: Beck. Motion carried.

3. MAINTENANCE RENEWAL AGREEMENT NO. 28 WITH NEBRASKA DEPARTMENT OF TRANSPORTATION

Councilmember Singleton moved, seconded by Councilmember Kamprath that Maintenance Agreement No. 28 with the Nebraska Department of Transportation be approved.

Aye: Wilken, Kamprath, Kolterman, Miller, Singleton, Schmit, Hendrix
Nay: None
Absent: Beck. Motion carried.

November 17, 2020

4. RESOLUTION AUTHORIZING MAYOR EICKMEIER TO SIGN THE ANNUAL YEAR-END CERTIFICATION
FO CITY STREET SUPERINTENDENT

Councilmember Schmit introduced the following resolution:

RESOLUTION NO. 2020-42

SIGNING OF THE
YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT FORM
2020

WHEREAS: State of Nebraska Statutes, sections 39-2302, and 39-2511 through 39-2515 details the requirements that must be met in order for a municipality to qualify for an annual Incentive Payment; and

WHEREAS: The State of Nebraska Department of Transportation (NDOT) requires that each incorporated municipality must annually certify (by December 31st of each year) the appointment of the City Street Superintendent to the NDOT using the Year-End Certification of City Street Superintendent; and

WHEREAS: The NDOT requires that such certification shall also include a copy of the documentation of the city street superintendents appointment, i.e., meeting minutes; showing the appointment of the City Street Superintendent by their name as it appears on their License (if applicable), their License Number and Class of License (if applicable), and type of appointment, i.e., employed, contract (consultant, or interlocal agreement with another incorporated municipality and/or county), and the beginning date of the appointment; and

WHEREAS: The NDOT also requires that such Year-End Certification of City Street Superintendent shall be signed by the Mayor or Village Board Chairperson and shall include a copy of a resolution of the governing body authorizing the signing of the Year-End Certification of City Street Superintendent by the Mayor or Village Board Chairperson.

Be it resolved that the Mayor of City of Seward is hereby authorized to sign the attached Year-End Certification of City Street Superintendent.

Councilmember Wilken moved, seconded by Councilmember Kamprath, that the resolution be adopted.

Aye: Wilken, Kamprath, Kolterman, Miller, Singleton, Schmit, Hendrix
Nay: None
Absent: Beck. Motion carried.

Adopted this 17th day of November, 2020 at Seward, Nebraska.

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

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

(SEAL)

November 17, 2020

5. DESIGNATE JULIE A. OGDEN, JEO CONSULTING GROUP, INC., AS CONSULTANT TO THE CITY OF SEWARD AS A CLASS A CITY STREET SUPERINTENDENT (LICENSE #S-1407) FOR NDOT PROGRAMING REQUIREMENTS AND INCENTIVE PAYMENTS, EFFECTIVE JANUARY 1, 2021

Councilmember Singleton moved, seconded by Councilmember Miller, that Julie A. Ogden, JEO Consulting Group, Inc., be designated as the City of Seward Class A Street Superintendent (License #S-1407) for NDOT Programing requirements and incentive payments, effective January 1, 2021.

Aye: Wilken, Kamprath, Kolterman, Miller, Singleton, Schmit, Hendrix
Nay: None
Absent: Beck. Motion carried.

6. UPDATED MASTER AGREEMENT FOR PROFESSIONAL SERVICES WITH OLSSON FOR ON-CALL SERVICES

Councilmember Singleton moved, seconded by Councilmember Schmit, that the Master Agreement with Olsson for on-call professional services be approved.

Aye: Wilken, Kamprath, Kolterman, Miller, Singleton, Schmit, Hendrix
Nay: None
Absent: Beck. Motion carried.

7. AMENDMENT TO THE RULES & REGULATIONS FOR SEWARD CEMETERIES

Councilmember Miller moved, seconded by Councilmember Schmit, that proposed amendment to the Rules & Regulations for the Seward Cemeteries, allowing for and defining temporary markers and making other minor text modifications, be approved.

Aye: Wilken, Kamprath, Kolterman, Miller, Singleton, Schmit, Hendrix
Nay: None
Absent: Beck. Motion carried.

8. FIRST AMENDMENT TO THE EMPLOYEE HANDBOOK DATED NOVEMBER 15, 2016: SECTION 3.10 COMPENSATORY TIME

Councilmember Kamprath moved, seconded by Councilmember Singleton, that proposed First Amendment to the Employee Handbook dated November 15, 2016: Section 3.10 Compensatory Time, be approved.

Aye: Wilken, Kamprath, Kolterman, Miller, Singleton, Schmit, Hendrix
Nay: None
Absent: Beck. Motion carried.

9. SOFTWARE AND PROFESSIONAL SERVICES AGREEMENT WITH GWORKS FOR THE PURCHASE AND SUPPORT OF PAYROLL TIME AND ATTENDANCE MODULE

Councilmember Kamprath moved, seconded by Councilmember Hendrix, that software and professional services agreement with gWorks for the purchase and support of Payroll Time and Attendance module be approved.

Aye: Wilken, Kamprath, Kolterman, Miller, Singleton, Schmit, Hendrix
Nay: None
Absent: Beck. Motion carried.

REPORTS

1. CITY ADMINISTRATOR'S REPORT

Councilmember Singleton moved, seconded by Councilmember Kamprath, that City Administrator Butcher's report of November 17, 2020 be accepted.

November 17, 2020

Aye: Wilken, Kamprath, Kolterman, Miller, Singleton, Schmit, Hendrix
Nay: None
Absent: Beck. Motion carried.

FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE ACTION

None

ANNOUNCEMENT OF UPCOMING EVENTS

STRATEGY SESSION

1. STRATEGY SESSION WITH CITY ATTORNEY TO PROVIDE NEGOTIATION GUIDANCE CONCERNING REAL ESTATE INTERESTS

At 9:00 p.m., Councilmember Kolterman moved, seconded by Councilmember Singleton, that the Council enter into closed session with the Mayor, City Administrator, and City Attorney, for the protection of the public interest and to discuss real estate interests and to provide the City Attorney with negotiating guidance, for a period not to exceed 10 minutes.

Aye: Wilken, Kamprath, Kolterman, Miller, Singleton, Schmit, Hendrix
Nay: None
Absent: Beck. Motion carried.

Mayor Eickmeier stated the Council has voted to go into closed session for the protection of the public interest and to discuss real estate interests and to provide the City Attorney with negotiating guidance.

Assistant Administrator/Clerk-Treasurer/Budget & HR Director Otte left the meeting. City Administrator Butcher recorded the remainder of the meeting.

At 9:04 p.m., the closed session ended, and the following Councilmembers reconvened to regular session: Wilken, Kamprath, Kolterman, Miller, Singleton, Schmit, Hendrix. Absent: Beck.

Mayor Eickmeier announced that no formal action was taken during the executive session.

MOTION TO ADJOURN

Councilmember Wilken moved, seconded by Councilmember Kamprath, that the November 17, 2020 City Council Meeting be adjourned.

Aye: Wilken, Kamprath, Kolterman, Miller, Singleton, Schmit, Hendrix
Nay: None
Absent: Beck. Motion carried.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

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

CLAIMS LIST
12-1-20

COUNCIL MEETING

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

AKRS Equipment	Ma		17.64
All Star Pro Golf	Su		242.06
Arps	Ma		712.50
Black Hills Energy	Ut		14.32
Bluestem Network LLC	Se		100.00
Blue Cross Blue Shield Ne	Ins		49,648.10
Border States Industries	Su, Re, Ma, Inv		18,891.83
Capital Business-Dallas	Ma, Su		419.54
Cash-Wa Distributing Co	Su		22.90
Central States Group	Ma		11.09
Chase Card Service			2,959.54
Public Agency Training	Trng	75.00	
WalMart	Su	1,104.19	
AMZN Mktp	Ma, Re, Su, Misc	289.60	
Dollar General	Su	37.11	
USPS	Su	39.35	
SamsClub.com	Su	140.89	
Subsurface Solutions	Re	265.07	
ConstantContact.com	Su	20.00	
Talech	Su	67.00	
OfficeWorld.com	Su	336.30	
SamsClub.com	Su	180.68	
MSFT	Ex	204.82	
Epson Store	Su	48.14	
Wilson SPTG GDS	Re	89.99	
Midwest Unlimited	Su	61.40	
City Seward Buildings/Gr	Op, Ma		3,000.00
City Seward Library Petty	Su		112.24
City Seward Payroll Accou	Payroll		157,083.55
Commonwealth Electric Co	Eq		5,061.00
Cornhusker State Industries	Eq		833.00
Danko Emergency Equipment	Eq		538.02
Eakes Office Solutions	Su		123.32
Ed Schulz LLC	Se		3,286.62
Emergency Medical Product	Su		326.19
Emergency Reporting	Su		1,932.00
Fastenal Company	Su		173.79
Gehring Construction	Ci		152,794.76
General Excavating	Ci		110,645.20
Great Plains Communication	Se		490.00
Helmink Printing/Grph Inc	Su		434.00
Herpolsheimer's Inc	Re		1,024.19
Hoffschneider Law Pc LLO	Se, Su		4,931.00
Home Depot Pro	Bu		86.92
Human Factor Research Grp	Trng		32.60
Husker Electric Supply Co	Inv, Re, Bu		16,170.41
J R Welding Inc	Re		614.44
Jacobsen Rock & Gravel	Su		3,754.63
Last Mile Network Consult	Se		150.60
Lee's Refrigeration	Bu		42.50

Lincoln Winwater Works	Bu	803.12
Matheson Tri-Gas Inc	Su	7.97
Mebulbs	Bu	503.86
Memorial Health-Drug	Se	140.00
Mid-American Benefits Inc	Ins	4,495.65
Municipal Supply Omaha	Inv, Re	4,170.72
Nebraska D A S Acct OCIO	Su	231.00
Nebraska Equipment Inc	Su, Re	22.90
Niemann's Port-A-Pot LLC	Se, Gu	465.00
Norris Public Power Distr	Ut	923.52
Odeys Inc	Ma, Su	22,576.00
Olsson	Se	6,765.21
O'Reilly Automotive Inc	Re, Su, Ma	167.14
Orscheln Farm & Home	Su, Ma, Bu	168.77
Pac 'N' Save Discount Foods	Meals	4,578.00
Pitney Bowes Inc	Su	113.04
Police Chiefs Assoc Of Ne	Dues	50.00
Principal Financial Group	Ins	2,176.82
Quill Corp	Su	240.39
Reams Sprinkler Supply	Gu	127.91
Resco (Rural Elec Su Coop	Inv	25,827.00
Sack Lumber Company	Ma	50.00
Sargent Drilling Inc	Se	26,302.40
Short Elliott Hendrickson	Se	11,057.88
Spickelmier & Son Inc	Se	1,488.00
Time Warner Cable	Se	729.60
Title Services Of Blue Valley	Se	133.50
U S Cellular	Se	258.76
Valentino's	Misc	66.78
Wake James Stephen	Lease	975.00
Wake Thomas H Iii Trust	Lease	975.00
Wesco Distribution Inc	Re	361.13
	CLAIMS TOTAL	<u>\$653,632.57</u>

QUARTERLY REPORT SUMMARY

Prepared for SCCDP Members • November 2020

- Connected resources for LB 840, TIF, grants, and/or available building & land to various business owners including companies that want to start or expand a dairy development project, auto dealership, local church with a new pastor asking for countywide data, multiple renters looking for Seward County rentals, Milford second-hand store, commercial building sale in Milford for new development project, grocery store expansion project, new restaurant project in Seward, EMT business in Seward County, lotion manufacturing business, HVAC business expansion project, multiple land/building owners looking to sell in Seward, home-based business about sales taxes, Nebraska Dairy Team ag processing projects expanding at new industrial site northwest of Milford, IT business startup, expanding ag processing business in Milford, multiple housing developers looking to build workforce housing projects, resources for multiple businesses dealing with COVID-19 challenges, beauty shop sale, and ag warehouse expansion project
- Supported Nebraska Broadband Grant program from CARES Act for Bluestem Network to expand fiber optic in Pleasant Dale
- Gave multiple walk throughs of former Crestview and Utica Care Centers for potential developers to rehabilitate the buildings for new development projects
- Submitted proposals for the Seward Rail Campus including new information for Project Silver, Project Encore, Project Whistle, and Project Ebby and additional information for Project Pancake
- Hired SCCDP Intern from Concordia University who will work on graphic design and video content creation projects in 2021
- SCCDP hosted Nebraska Chamber of Commerce (NCCE) Fall Conference in Seward that generated \$3,868.85 of local economic impact from participants
- Completed site due diligence activities from grant-funded NPPD Site Ready Assistance Program for 23-acre development site owned by SCCDP including ALTA survey and geotechnical activities and master planning for Northwest Milford Development Site (SCCDP has land purchase option for set per acre price)
- Ribbon cuttings for Petsource, Scooter's Coffee, and El Burrito
- Groundbreaking for Orscheln Farm & Home
- Preparing SCCDP application for Nebraska Department of Economic Development (NEDED) Rural Workforce Housing Fund in early 2021
- SCCDP has been offered a partnership proposal from Seward Public Schools for their reVISION program (grant funded through Nebraska Department of Education) to conduct career and technical education programming for students K-12 (e.g., connecting these students with local businesses in and out of the classroom)
- Coordinated video participants for "Stay Open, Stay Healthy" marketing campaign in partnership with MHCS to encourage the public to stay safe throughout the COVID-19 pandemic

QUESTIONS OR FOLLOW UP?

CONTACT:

JONATHAN JANK

402-570-8020

MEET THE TEAM



MEMBERSHIP DIRECTOR, MEGAN KAHLER

• The Membership Director is responsible for working with their teammates, members, and community volunteers to accomplish the short and long-term goals of the Seward County Chamber & Development Partnership (SCCDP) related to maintaining current relationships with members while seeking new membership and sponsorship opportunities for the SCCDP. This position helps the President & CEO work to fulfill the Vision Statement 2035.

MARKETING & EVENTS COORDINATOR, LEANNE MILLER

• The Marketing & Events Coordinator is responsible for working with their teammates, members, and community volunteers to accomplish the short and long-term goals of the Seward County Chamber & Development Partnership (SCCDP) related to marketing/communications and all aspects of event planning and execution. This position helps the President & CEO work to fulfill the Vision Statement 2035.



DEVELOPMENT DIRECTOR, ZANE FRANCESCATO

• The Development Director is responsible for working with their teammates, members, and community volunteers to accomplish the short and long-term goals of the Seward County Chamber & Development Partnership (SCCDP) related to housing, workforce development, and economic development activities. This position helps the President & CEO work to fulfill the Seward County Vision Statement 2035.

ADMINISTRATIVE ASSISTANT, ALEXA AXTHELM

• The Administrative Assistant is responsible for working with their teammates, members, and community volunteers to accomplish the short and long-term goals of the Seward County Chamber & Development Partnership (SCCDP) related to maintaining SCCDP's office systems and equipment, including ensuring bookkeeping and payroll are completed by an accounting contractor on a weekly basis, responding to general communications, assisting with events, helping members and visitors feel welcome, and providing administrative support as needed. This position helps the President & CEO work to fulfill the Vision Statement 2035.



PRESIDENT & CEO, JONATHAN JANK

• The President & CEO is the chief executive officer of the Seward County Chamber & Development Partnership (SCCDP) and directs all activities necessary to meet the objectives and implement policy, as established by the Board of Directors. This executive position is accountable for the effective and efficient operation of all organizational activities of the SCCDP to move Seward County forward to fulfill the Vision Statement 2035. Reports to the SCCDP Board of Directors; responsible for leadership and development of professional staff members.

SCCDP President & CEO's Report for the Board Meeting on November 16, 2020

SCCDP Summary Development Highlights from Quarter 4

- Connected resources for LB 840, TIF, grants, and/or available building & land to various business owners including companies that want to start or expand a dairy development project, auto dealership, local church with a new pastor asking for countywide data, multiple renters looking for Seward County rentals, Milford second-hand store, commercial building sale in Milford for new development project, grocery store expansion project, new restaurant project in Seward, EMT business in Seward County, lotion manufacturing business, HVAC business expansion project, multiple land/building owners looking to sell in Seward, home-based business about sales taxes, Nebraska Dairy Team ag processing projects expanding at new industrial site northwest of Milford, IT business startup, expanding ag processing business in Milford, multiple housing developers looking to build workforce housing projects, resources for multiple businesses dealing with COVID-19 challenges, beauty shop sale, and ag warehouse expansion project
- Supported Nebraska Broadband Grant program from CARES Act for Bluestem Network to expand fiber optic in Pleasant Dale
- Gave multiple walk throughs of former Crestview and Utica Care Centers for potential developers to rehabilitate the buildings for new development projects
- Submitted proposals for the Seward Rail Campus including new information for Project Silver, Project Encore, Project Whistle, and Project Ebby and additional information for Project Pancake
- Hired SCCDP Intern from Concordia University who will work on graphic design and video content creation projects in 2021
- SCCDP hosted Nebraska Chamber of Commerce (NCCE) Fall Conference in Seward that generated \$3,868.85 of local economic impact from participants
- Completed site due diligence activities from grant-funded NPPD Site Ready Assistance Program for 23-acre development site owned by SCCDP including ALTA survey and geotechnical activities and master planning for Northwest Milford Development Site (SCCDP has land purchase option for set per acre price)
- Ribbon cuttings for Petsource, Scooter's Coffee, and El Burrito
- Groundbreaking for Orscheln Farm & Home
- Preparing SCCDP application for Nebraska Department of Economic Development (NEDED) Rural Workforce Housing Fund in early 2021
- SCCDP has been offered a partnership proposal from Seward Public Schools for their reVISION program (grant funded through Nebraska Department of Education) to conduct career and technical education programming for students K-12 (e.g., connecting these students with local businesses in and out of the classroom)
- Coordinated video participants for "Stay Open, Stay Healthy" marketing campaign in partnership with MHCS to encourage the public to stay safe throughout the COVID-19 pandemic
- See below for example of weekly Entrepreneurial Operating System (EOS – Vision/Traction Organizer) that our staff is implementing on a weekly basis to ensure SCCDP three-year strategic plan (2020-2022) is being executed

President & CEO Activities

- Emailed 2020 Seward County Chamber & Development Partnership (SCCDP) Financial Review Letter to elected officials
- Sent quarterly SCCDP site selector newsletter in partnership with Leanne
- Shared resources with economic development colleagues from Auburn and West Point, Nebraska
- Launched 2021 SCCDP public and private sector membership campaigns
- Working multiple economic development project business expansion projects across Seward County (see notes above for Seward Rail Campus proposal submissions and other site developments and below from various meetings attended to coordinate project efforts)

Meetings/Events Attended

- Seward County Commissioners' monthly reports (9/1, 10/6, 11/10)
- Business tour of Midwest Hemp Exchange with Senator Kolterman (9/1)
- Perkins Act contract review with ESU 6 (9/1)
- Lunch with George Jones from Midwest Hemp Exchange (9/1)
- Phone call with Jake Hoppe from Hoppe Homes (9/1)
- Annual public sector funding agreement and requests to Milford and Seward City Councils (9/1)
- Meeting with Jeanne Schieffer from Columbus Area Chamber of Commerce about strategic planning (9/2)
- Walk through of former Crestview and Utica Care Centers to discuss potential renovation projects with Ayars & Ayars (9/2)
- Phone call with Jimmy Campbell about local development opportunities (9/2)
- Phone call with Brian Vasa about dairy development project (9/2)
- Phone call with Leanne Miller about NCCE Fall Conference planning (9/2, 9/18, 10/6)
- Phone call with Cindy Tederman (9/3)
- Phone call with Mike Oneby about Project Silver (9/3)
- Four Corners Health Department Seward County Community Sector Briefings (9/3, 9/17, 10/1, 10/15, 10/29, 11/12)
- Phone call with Mario Leon (9/3)
- Meeting with Alyssa Cochnar (9/3)
- Phone call with Brian Levander and Andrew Willis about Levander Automotive TIF questions (9/4)
- Phone call with Lukas Fricke to discuss renting SCCDP building in newly renovated office space at 1313 285th in Seward (9/4)
- Meeting with CUNE Recreational Programming class to discuss Seward hiker/biker trail activities (9/4)
- Meeting with Ellen Beck to discuss economic development projects (9/4)
- SCCDP office closed for Labor Day (9/7)
- Jonathan PTO from 9/8 to 9/14
- Meetings with Seward Civic Center Commission to discuss SCCDP office relocation (9/14, 11/9)
- City of Seward Planning Commission meetings (9/14, 10/12, 11/9, 11/16)
- City of Seward Council meetings (9/15, 10/6, 10/20, 11/3)
- Seward County LAUNCH program meeting with ESU 6 (9/16)
- Lunch meeting with Scott Gierhan and Mike Fehlhafer about SCCDP board of director (9/16)
- Phone calls with Chelsey Kosmicki (9/17, 10/15)
- CYN All Voices at the Table (9/17)
- CYN Programming Committee Zoom call (9/18)
- Lunch with Andrew Matney and Anna Thomas about Seward County E911 (9/18)
- Phone call with Jeff Moore (9/18)
- Meeting with Brady Johnson (9/18)
- Hiker/biker trail activities committee planning meetings (9/20, 10/16, 11/6)
- Seward Kiwanis Club noon meetings (every Monday)
- NPPD economic development training sessions with Ady Advantage (9/21, 9/28)
- Phone call with John Fulwider to prepare for SCCDP Professional Development Luncheon (9/21)
- Phone call with Leanne Miller to prepare for SCCDP private sector membership campaign (9/21)
- Seward County Planning Commission meeting (9/21)
- Request to sign Funding Disbursement and Membership Agreements with Seward County Commissioners (9/22)
- Lunch with Mark and Thomas Suhr (9/22)

- Meeting with Marci Fehlhafer (9/22)
- Phone call with Greg Majerus about Rural Workforce Housing Fund (9/23)
- SCCDP membership meeting with Chris Dunning from Sam's Club (9/23)
- Phone call with Leanne Miller about RFI Civic Engagement goals (9/23)
- RFI Civic Engagement Zoom meetings (9/24, 10/29)
- Walk through of former Crestview and Utica Care Centers with Jake Hoppe (9/24)
- Walk through of former Crestview Care Center with Janel Faraci (9/24)
- Meeting with Concordia Catalyst Competition (9/24)
- Phone call with Greg Dynek about Pleasant Dale fiber optic project (9/25)
- SCCDP Drive-In Movie (9/26)
- NCCE bi-weekly Zoom meetings (9/28, 10/12, 10/26, 11/9)
- Seward County Bridges board meeting (9/29)
- Seward Action Planning Team meeting (9/29)
- CYN Zoom meeting with Sherwood Foundation (9/29)
- Zoom meeting with Patrick Kelley about Rural Workforce Housing Fund (9/29)
- Phone call with Troy Bridgford from Ironhide Construction (9/30)
- Seward Kiwanis Club board meetings and Portalbuzz training (9/30, 10/28)
- Zoom meeting with NEDED and Bluestem Network about City of Milford fiber optic build out (9/30)
- Meetings to review Seward Civic Center technology with Joe Ruzicka from Seward Electronics (10/1, 10/7)
- SCCDP staff meeting to discuss planning Annual Awards Banquet (10/1)
- Zoom meeting with Amy Patterson and Greg Butcher about Seward Rail Campus projects (10/2)
- Zoom meeting with Srb family and Seward County Wellness Center Committee (10/2)
- Zoom meeting with Adrienne Cavill from NEDED (10/2)
- Phone call with Heath Yeackley to prepare for TIF public hearings (10/5)
- Attended Jerry Owens' funeral (10/5)
- Phone call with Cody Koranda for current grazing land lease with SCCDP (10/6)
- Lunch meeting with Jake Voss (10/6)
- CYN Executive Committee Zoom meeting (10/6)
- CYN FAC Zoom meeting (10/6)
- SCCDP Membership, Marketing, and Fundraising Working Group meetings (10/7, 11/10)
- SCCDP Personnel and Board Policies Working Group meetings (10/7, 11/12)
- Zoom meeting with Jennifer Marr about SCCDP board of directors (10/7)
- NCCE Fall Conference hosted in Seward (10/7 – 10/9)
- Concordia Catalyst Competition pitch night (10/8)
- Village of Pleasant Dale Trustees meetings (10/8, 10/15)
- Lunch with Bryan Slone from Nebraska Chamber of Commerce (10/9)
- Midwest Hemp Forum (10/9)
- Zoom meeting about Project Pancake (10/9)
- Phone call with Brian Levander to prepare for TIF public hearings (10/12)
- Meeting with Don Olson and Jim Swanson about Rural Workforce Housing Fund (10/12)
- Zoom meeting with Max Wake about Rural Workforce Housing Fund (10/13)
- Meeting with Ryan Hamburger (10/13)
- Zoom meeting with Heath Yeackley and Kathi Schildt (10/13)
- Attended Mike Mundhenke's funeral (10/14)
- Phone call with Kim Berger from Auburn Development Council (10/14)

- Zoom meeting with Nebraska Dairy team to discuss recruiting processing development project (10/15)
- Zoom meeting with Kevin Hensel to discuss SCCDP structure (10/15)
- Zoom meetings with Rick Nelsen about Midwest Hemp Exchange (10/16, 10/26)
- Zoom meeting with Ellen Beck, Karl Miller, and Greg Butcher about Rural Workforce Housing Fund (10/16)
- Zoom meeting with Leanne Miller about SCCDP private sector membership campaign letter (10/16)
- Zoom meeting with Greta Leach about consensus workshop planning discussion (10/19)
- Meeting with Chelsey Kosmicki and Lacey Koch (10/19)
- Meeting with Rebecca Johnson from BCom Solutions (10/19)
- CYN breakout session prep Zoom meetings (10/19, 10/20)
- Pictometry demonstration with Ryan Poots from Eagleview Technologies (10/20)
- Zoom meeting with Chris Shipley about Rural Workforce Housing Fund (10/20)
- Meeting with Mark Suhr (10/20)
- Meeting with John Owens (10/20)
- SCCDP membership meeting with Tim Moll and Anthony Aerts from Rembolt Ludtke LLP (10/21)
- SCCDP membership meeting with Jill Ahrens from Union Bank & Trust (10/21)
- Lunch with Jimmy and Duff Campbell (10/21)
- Zoom meeting with Jean Ann Fischer from Nebraska Extension (10/21)
- Meeting with Jill Ahrens about Rural Workforce Housing Fund (10/21)
- SCCDP Finance Working Group meetings (10/21, 11/13)
- Nebraska Chamber Virtual Fall Forum (10/22)
- Zoom meeting with Brady Oltmans about Seward County Progress Edition (10/22)
- Recorded video with Hackbart Chiropractic about fundraising for Backpack Program (10/22)
- SCCDP membership meeting with Ed Koster from Southeast Community College (10/22)
- CYN Virtual Summit (10/22)
- Zoom meeting with George Jones and Rick Nelsen about Midwest Hemp Exchange (10/23)
- Meeting with Shawn Mortensen (10/24)
- SCCDP membership meeting with Richard Gokie from Fast Mart (10/26)
- CYN FAC Virtual Summit Wrap Up via Zoom (10/26)
- SCCDP membership meeting with Patty Jane Roth and John Hughes from Hughes Brothers (10/26)
- Phone call with Jeff Royal (10/26)
- Meeting with Ismael Leon from La Cocina (10/27)
- Zoom meeting with Leanne Miller about SCCDP marketing budget and quarterly site selector newsletter (10/27)
- Zoom meeting with SCCDP Education Committee (10/27)
- Zoom SCCDP membership meeting with Wendy Lowery from Tenneco (10/27)
- Zoom meeting about “Stay Open, Stay Healthy” marketing campaign (10/27, 11/3)
- Zoom meeting for Intelligent Community Survey (10/27)
- SCCDP membership meeting with Trent Kruse from Meyer Automotive (10/28)
- Meeting with Josh Fields and Matt Dominy from Seward Public Schools about Community Liaison Position (10/28)
- NEDA Virtual Annual Meeting with NEDED Update (10/28)
- Walk through 1313 285th with Marci Fehlhafer (10/29)
- SCCDP membership meeting with Shane Baack from Jones Group (10/30)
- SCCDP membership meeting with David Kumm and Kurth Brashear from Concordia University (10/30)
- Phone call with Danny Petersen (10/30)
- Ribbon cuttings with Scooter’s Coffee and El Burrito (10/30)

- SCCDP membership meeting with Kendall Nitzsche from Nebraska Equipment (11/2)
- SCCDP membership meeting with Jill Perdue from Zabka-Perdue Funeral Home (11/2)
- SCCDP membership meeting with Matt Howe from Chez Bubba (11/2)
- Utica Village Trustees meeting to discuss Rural Workforce Housing Fund (11/2)
- SCCDP membership meeting with Crystal and Erik Kirby from Campbell Cleaning (11/3)
- Meeting with David Wilson about current Orscheln's building (11/3)
- Zoom SCCDP membership meeting with Max Wake, Michelle Spahr, and Jennifer Marr from Jones Bank (11/3)
- Phone call with Levy Voehl (11/3)
- Walk through 1313 285th with Lukas Fricke (11/3)
- SCCDP membership meeting with Josh Field from Seward Public Schools (11/4)
- SCCDP Executive Committee meetings (11/4, 11/12)
- SCCDP membership meeting with Paul Mueller from Pac'N'Save (11/5)
- Phone call with Jeff Baker about Milford LB 840 (11/5)
- SCCDP membership meeting with Roger Reamer from MHCS (11/5)
- Phone call with Eric Wallace (11/5)
- SCCDP membership meeting with Kevin Zadina from Seward County Independent (11/6)
- Zoom SCCDP membership meeting with Brandy Johnson and Jeff Hohnholt from Black Hills Energy (11/6)
- Zoom meeting with Kurt Mantonya (11/6)
- Zoom meeting with Lincoln Area Development Partnership for annual budget planning (11/9)
- SCCDP Business Development Working Group meeting (11/9)
- SCCDP membership meeting with Shelly and Kelby Nitz, Angela Mueller from Woods Bros. (11/10)
- Zoom SCCDP membership meeting with Laura Kocher, Mark Boulay, and Justin Suhr from Great Plains Communications (11/10)
- SCCDP membership meeting with Chris Shipley from Liberty First Credit Union (11/10)
- City of Seward CRA meeting (11/10)
- SCCDP Office Closed on Veterans Day (11/11)
- Sang for annual Veterans Day program at Seward Middle School to represent Seward Kiwanis Kitones (11/11)
- Served as a Peer Mentor for NCF Annual Fund Training (11/11)
- Meeting with Keli Keib (11/12)
- Meeting with Dick Pitsch (11/12)
- SCCDP membership meeting with Al Koski from Breeza Industrial (11/12)
- City of Milford LB 840 Committee meeting (11/12)
- SCCDP membership meeting with Mark/Thomas Suhr and Diane/Tyler Lichy from Suhr & Lichy Insurance (11/13)
- Phone call with Greg Dynek (11/13)
- Participated in SCCDP Board Meeting (11/16)

Summary of What Each Staff Member Does at the SCCDP

Membership Director, Megan Kahler

- The Membership Director is responsible for working with their teammates, members, and community volunteers to accomplish the short and long-term goals of the Seward County Chamber & Development Partnership (SCCDP) related to maintaining current relationships with members while seeking new membership and sponsorship opportunities for the SCCDP. This position helps the President & CEO work to fulfill the Vision Statement 2035.

Marketing & Events Coordinator, Leanne Miller

- The Marketing & Events Coordinator is responsible for working with their teammates, members, and community volunteers to accomplish the short and long-term goals of the Seward County Chamber & Development Partnership (SCCDP) related to marketing/communications and all aspects of event planning and execution. This position helps the President & CEO work to fulfill the Vision Statement 2035.

Development Director, Zane Francescato

- The Development Director is responsible for working with their teammates, members, and community volunteers to accomplish the short and long-term goals of the Seward County Chamber & Development Partnership (SCCDP) related to housing, workforce development, and economic development activities. This position helps the President & CEO work to fulfill the Seward County Vision Statement 2035.

Administrative Assistant, Alexa Axthelm

- The Administrative Assistant is responsible for working with their teammates, members, and community volunteers to accomplish the short and long-term goals of the Seward County Chamber & Development Partnership (SCCDP) related to maintaining SCCDP's office systems and equipment, including ensuring bookkeeping and payroll are completed by an accounting contractor on a weekly basis, responding to general communications, assisting with events, helping members and visitors feel welcome, and providing administrative support as needed. This position helps the President & CEO work to fulfill the Vision Statement 2035.

President & CEO, Jonathan Jank

- The President & CEO is the chief executive officer of the Seward County Chamber & Development Partnership (SCCDP) and directs all activities necessary to meet the objectives and implement policy, as established by the Board of Directors. This executive position is accountable for the effective and efficient operation of all organizational activities of the SCCDP to move Seward County forward to fulfill the Vision Statement 2035. Reports to the SCCDP Board of Directors; responsible for leadership and development of professional staff members.

SCCDP'S VISION/TRACTION ORGANIZER

VISION

Core Values: Integrity – Respect – Leadership – Giving/Philanthropy – Planning for our Future

Core Focus: Purpose/Cause/Passion: Cultivate Seward County

SCCDP Mission Statement: As a public and private partnership, the Seward County Chamber & Development Partnership is the caretaker and steward of fulfilling the Seward County Vision Statement 2035, which is daily carried out through chamber of commerce and economic development work.

Our Niche: See what could be

10-Year Target: 2035 Vision Statement: Seward County is a pro-active and collaborative area with vibrant, welcoming, family-friendly, and safe communities, recognized for pillars of strength in agriculture, arts and culture, business, education, entrepreneurship, government, and healthcare. We are a destination location for business, visitors, and residents within the greater metropolitan area and an active partner in the region. Our residents enjoy picturesque and diverse neighborhoods, viable main streets, outstanding recreational

opportunities, active civic life, faith-based living, and quality housing and employment choices. The private and public sectors are united and citizens are engaged for the betterment of all Seward County.

Marketing Strategy: Three Uniques: Successful Dreamers – One-Stop-Shop – Nimble

Proven Process:

Discover – About you, about SCCDP, how can we help?, goals and objectives

Brainstorm – Tools, resources, metrics, team, barriers

Strategize – Assist with planning, develop tactics

Execute – “Connect dots”, be present (i.e. public meetings), implement strategy

Support – Follow up, communicate, adjust

Guarantee: Internal guarantee – We will execute on the 3-year strategic plan.

3-Year Picture: Future Date: 12/31/2022

Revenue: \$468,027.51

Profit: \$18,549.16

Measurables: Have we met goals and are we launching into the next strategic plan?

What does it look like?

Quality growth plan developed with strategic partners

Ready to launch into next 3-year strategic plan

Infrastructure and workforce needs determined to support growth rate

Working toward becoming a Certified Welcoming County

Health and well-being in Seward County has increased

Brain drain goals have been developed and implemented

Number of workforce housing options have increased

Programs developed to assist succession planning needs

TRACTION

1-Year Plan: Future Date: 12/31/2020

Revenue: \$467,361.63

Profit: \$40,915.32

Measurables: Three working groups have been created

Goals for the year:

1. Consultant is hired to measure healthy growth rate
2. Research and identify successful welcoming initiatives
3. Develop welcoming-focused activities with existing organizations
4. Develop health and well-being priorities for Seward County
5. Research brain drain for educational institutions
6. Determine workforce housing needs
7. Determine succession planning needs

4Q Rocks: Future Date: 12/31/2020

Revenue: \$270,814.11

Profit: \$167,294.07

Measurables: Mark seven boxes

Rocks for the quarter/who:

1. Presenting Quality Growth Study to Various Partners (ZF)
2. Welcoming Team Defines Initiatives (Including D/E/I) for Seward County (LM)
3. Expanding Community Engagement Throughout Seward County (MK)
4. Convene Education Partners to Analyze BD Data and Launch (SC) LAUNCH (JJ)
5. Pursue RWHF Grant Application and Convene Housing Partners (ZF)
6. Analyze Compiled Data and Develop Succession Management Programs (MK)
7. Execute SCCDP Private Sector Membership Campaign (AA)

Membership Director's Report (Megan Kahler)

Meetings/Events Attended

- Seward Community Class at Concordia University – 8/17/2020
- Level 10 Meeting – 8/17/2020 (every Monday)
- Seward County Visitors Committee Meeting – 8/18/2020
- Meet & Greet with Melissa Makey, Precision Pilates – 8/19/2020
- Seward County Community Sector Briefing – 8/20/2020 (every other Thursday)
- Retail/Restaurant Committee Meeting – 8/20/2020 (every other Thursday)
- Seward County Bridges Board Meeting – 8/24/2020
- Seward Design Team Meeting – 8/25/2020
- Community-Based Grant Management Training via Zoom – 8/26/2020
- Meet & Greet with Ana Patricia Boutique – 8/27/2020
- Three-Year Planning Meeting – 8/27/2020
- SCCDP Board Meeting – 8/31/2020
- Seward County Suicide Prevention Coalition Meeting – 9/8/2020
- Village of Utica Board Meeting for annual funding request – 9/8/2020
- Recreational Programming class at Concordia University for APHS – 9/9/2020
- Region V Systems Regional Coalition Meeting – 9/10/2020
- Orscheln Groundbreaking Event – 9/10/2020
- Christmas Festival Planning Committee Meeting – 9/14/2020
- Seward County Visitors Committee Meeting – 9/15/2020
- Lunch meeting with new Seward County Communications Director and Operations Manager – 9/18/2020
- Meet & Greet with Allison Garrett Johnson – 9/23/2020
- Membership Meeting with Sam's Club – 9/23/2020
- SCCDP team photo shoot – 9/24/2020
- SCCDP Professional Development Luncheon – 9/24/2020
- EOS Quarterly Rocks SCCDP team meeting – 9/25/2020
- SCCDP Drive-In Movie Event – 9/26/2020
- Seward County Bridges Board Meeting – 9/29/2020
- Seward Action Planning Team Meeting – 9/29/2020
- Three-Year Planning Committee Meeting – 10/1/2020
- GrowthZone webinar: What Sponsors Want From You Now – 10/1/2020

- Christmas Festival Planning Committee Meeting – 10/5/2020
- NCCE Fall Conference hosted in Seward – 9/7 – 9/9/2020
- Clean Up Day – 10/10/2020
- Seward County Visitors Committee – 10/20/2020
- Membership Meeting with Rembolt Ludtke, LLC – 10/21/2020
- Membership Meeting with Union Bank – 10/21/2020
- Zoom Meeting with Rural Radio regarding Christmas Festival (with Leanne) – 10/22/2020
- Membership Meeting with Southeast Community College – 10/22/2020
- Virtual Celebration Awards for 4th of July – 10/22/2020
- Membership Meeting with Fast Mart – 10/26/2020
- Seward County Bridges Board Meeting – 10/26/2020
- Membership Meeting with Hughes Brothers Inc. – 10/26/2020
- Membership Meeting with Tenneco – 10/27/2020
- Meeting with Christmas Festival parade coordinators to run through logistics – 10/27/2020
- Membership Meeting with Meyer Automotive – 10/28/2020
- Membership Meeting with Jones Group – 10/30/2020
- Scooter's Coffee Ribbon Cutting event with Ambassadors – 10/30/2020
- Membership Meeting with Nebraska Equipment – 11/2/2020
- Membership Meeting with Zabka-Perdue Funeral Home – 11/2/2020
- Membership Meeting with Chez Bubba Café – 11/2/2020
- Membership Meeting with Campbell Cleaning by ECES – 11/3/2020
- Membership Meeting with Jones Bank – 11/3/2020
- Christmas Festival Planning Committee Meeting – 11/3/2020
- Membership Meeting with Seward Public Schools – 11/4/2020
- Membership Meeting with Pac N Save – 11/5/2020
- Membership Meeting with Memorial Health Care Systems – 11/5/2020
- Membership Meeting with Seward County Independent – 11/6/2020
- Membership Meeting with Black Hills Energy – 11/6/2020
- Mid-America Chamber Executives Virtual Conference – 11/10-11/11/2020
- Membership Meeting with Great Plains Communications – 11/10/2020
- SCCDP Marketing, Membership & Fundraising Working Group Meeting – 11/10/2020

Activities

- Prepared the agenda and packet for the Seward County Visitors Committee Meeting
- Worked with Casey Tiemann on the GrantVantage software for the CB Grant
- Ordered plexiglass from Sack Lumber for the Santa House
- Prepared a presentation on SCCDP and Seward County for a Concordia general studies class
- Prepared Chamber Bucks for the Seward Community Golf Course (\$3,230)
- Prepared and sent an email to all Seward TIME Promotion recipients regarding their payments
- Worked with Chris Blanke from Four Corners Health Department to discuss the Seward Christmas Festival
- Coordinated a Three-Year Planning Meeting
- Prepared the agenda for the Active People Healthy Seward Action Plan Team Meeting
- Prepared Chamber Bucks for the Seward Community Golf Course (\$2,100)
- Prepared the agenda and packet for the Seward County Bridges Board Meeting
- Updated the Three-Year Planning document

- Communicated with Three-Year Planning Committee about available funds from the Community-Based Grant
- Communicated with all event hosts for the Christmas Festival to prepare the schedule of events
- Prepared Chamber Bucks for Tenneco (\$510)
- Prepared Chamber Bucks for Ridgewood Rehabilitation (\$1,020)
- Prepared Chamber Bucks for Tenneco (\$500)
- Worked with Mallory Gibreal on the Active People Healthy Seward Facebook page
- Worked with Noelle Baker on SCIP program with Community-Based Grant funds
- Coordinated with Ambassadors for Orscheln groundbreaking event
- Worked with Leanne on marketing the SCCDP Professional Development Luncheon
- Prepared for the annual funding request with Jonathan
- Worked with Katie at Seward CPA to get QuickBooks Online
- Coordinated the pick up of plexiglass for the Santa House
- Worked on events for the Christmas Festival
- Posted invoices into the GrantVantage system for the Community-Based Grant
- Prepared the agenda and other documents for the Christmas Festival Committee meeting
- Completed the proclamation request for the Christmas Festival
- Coordinated a flatbed trailer with Daws Trucking for the drive-in movie
- Prepared documents for the pick up of the old copy machine
- Prepared Chamber Bucks for Seward County Pheasants Forever (\$300)
- Worked the Katie at Seward CPA for Chamber Bucks reconciliation reports
- Worked with Pac N Save for luncheon food delivery
- Prepared Chamber Bucks for Memorial Health Care Systems (\$240)
- Prepared Chamber Bucks for State Farm Insurance – Brenda Henning (\$50)
- Coordinated the pick up of cones and traffic wands with the Seward Police Department for the drive-in movie
- Registered for Mid-America Chamber Executives Conference
- Worked with Fehlhafer's Inc. and the City of Seward for the Clean Up Day
- Prepared Chamber Bucks for Ridgewood Rehabilitation (\$210)
- Prepared the agenda and other documents for the Three-Year Planning Committee Meeting
- Discussed the Annual Awards Banquet with the SCCDP team
- Communicated with Community-Based Grant funding partners to complete their reporting
- Worked with Leanne on planning some details for the NCCE Fall Conference hosted in Seward
- Prepared Chamber Bucks for the Seward Community Golf Course (\$1,100)
- Prepared Chamber Bucks for St. John Lutheran School (\$50)
- Worked with Leanne to put together our gift basket for the NCCE Fall Conference
- Prepared Chamber Bucks for Memorial Health Care Systems (\$1,180)
- Completed reporting for the Prevention Block Grant
- Worked on scrubbing data in ChamberMaster to prepare membership materials for 2021
- Worked with a group of ladies to help volunteer for the Lego Contest
- Worked with Leanne to plan the ribbon cutting event for Scooter's Coffee
- Prepared Chamber Bucks for Jones Bank (\$200)
- Prepared Chamber Bucks for the Seward Community Golf Course (\$900)
- Prepared Chamber Bucks for Memorial Health Care Systems (\$260)
- Finalized the Christmas Festival schedule of events with Leanne
- Met at the library with Lego Contest volunteers for logistics meeting
- Posted invoices on the GrantVantage system for the Community-Based Grant

- Sent invitations for Scooter's Coffee ribbon cutting event to the Ambassadors
- Prepared Chamber Bucks for Heartfelt Incorporated (\$50)
- Finalized the mail merge from ChamberMaster with membership materials
- Meeting with Jeff Baker to discuss merging prevention coalition with the Seward County Suicide Prevention Coalition
- Completed a Thrivent Action Team application for Christmas Festival funding
- Prepared Chamber Bucks for Memorial Health Care Systems (\$200)
- Coordinated with Kevin Hall for the Scooter's ribbon cutting event
- Prepared Chamber Bucks for the Seward Kiwanis Club (\$400)
- Worked on an active member list for the member thanksgiving ad in the Seward County Independent
- Worked with Ron and Annette Wallman to be our Grand Marshals for this year's parade
- Met with Marshall Wirtz to coordinate the virtual Reindeer Run
- Made calls to members for Christmas Festival sponsorships
- Meeting with Shane Baack and Nebraska Community Foundation regarding a grant for Legacy Fund for Seward County
- Coordinated a grant opportunity for Southeast Nebraska CASA
- Prepared Chamber Bucks for the Band Boosters (\$220)
- Worked on board report

Marketing & Events Coordinator's Report (Leanne Miller)

Meetings/Events Attended

- 8/18/20, 10/21/20 – Attended ImagiNE Campaign meeting
- 8/20/20 – Attended meeting with Precision Pilates
- 8/20/20, 9/3/20, 9/17/20, 10/1/20 – Attended Four Corners Health Department Community Briefing
- 8/20/20, 9/3/20, 9/17/20, 10/1/20 – Attend retail/restaurant committee meeting
- 8/25/20 – Call with Jonathan for NCCE Fall Conference mind dump
- 8/25/20 – Call with Halle Ramsey from CFRA
- 8/27/20 – Meeting with Ana Patricia Boutique
- 8/27/20 – Call with Petsource officials regarding ribbon cutting
- 8/27/20, 9/24/20, 10/29/20 – Attended RFI Civic Engagement meeting
- 9/1/20 – Call with Kris Beckler regarding negotiation for billboard
- 9/3/20 – Call with Jonathan and Mario from La Cocina regarding progressive dinner
- 9/8/20 – Call with Lacey Koch regarding progressive dinner
- 9/8/20 – Call with Maria Lopez from El Burrito regarding press release to introduce new business
- 9/10/20 – Attended Orscheln Groundbreaking
- 9/14/20 – Attended Christmas Festival Meeting
- 9/23/20 – Meeting with Allison Garrett Johnson Photography
- 9/23/20 – Meeting with Jonathan to discuss Civic Engagement Goals
- 9/24/20 – Attended SCCDP Development Luncheon
- 9/25/20 – Participated in Nebraska Diversity and Inclusion Virtual Conference
- 9/25/20 – Attended quarterly team ESO meeting
- 9/28/20 – Attended NCCE bi-weekly call RE: Banquet planning
- 10/5/20 – Attended Christmas Committee meeting
- 10/7/20-10/9/20 – Hosted/attended NCCE Fall Conference

- 10/10/20 – Attended and helped host Seward Clean Up Day
- 10/16/20 – Call with Jonathan to craft 2021 membership letter
- 10/19/20 – Attended Growth Zone Marketing Content
- 10/22/20 – Call with Brady Oltmans regarding SCI Progress Edition
- 10/22/20 – Call with Rural Radio to discuss Christmas Festival Coverage
- 10/22/20 – Attended Connecting Younge Nebraskan’s Summit
- 10/27/20 – Meeting with MHCS regarding ‘Stay Open, Stay Healthy’ campaign
- 10/27/20 – Meeting with Kurt Mantonya & local partners for Intelligent Communities Survey
- 10/29/20 – Attended filming for ‘Stay Open, Stay Healthy’ Campaign
- 10/30/20 – Attended Scooter’s Coffee Ribbon Cutting
- 10/30/20 – Attended El Burrito Ribbon Cutting
- 11/3/20 – Meeting with MHCS regarding Stay Open Stay Healthy Campaign
- 11/3/20 – Attended Christmas Festival Meeting
- 11/6/20 – Meeting with Kurt Mantonya regarding Civic Engagement Trust Survey
- 11/10/20 – Attended MACE virtual conference
- 11/10/20 – Attended SCCDP Marketing, Membership and Fundraising Working Group meeting

Activities

- Continued to send out weekly Blue River Buzz newsletter
- Continually updated and posted on the SCCDP Facebook Page and Instagram
- Created social media graphics for events and information daily
- Wrote talking points for Dollar General ribbon cutting
- Created 2020 Quarterly Summary Report and sent to members
- Created and sent Quarter 3 Site Selector newsletter
- Worked on marketing material for September drive-in movie, sponsorship packages
- Created Ignite the Flight cancellation press release and sent to SCI
- Helped Petsource by Scoular plan their ribbon cutting
- Created ‘thank you’ email to Petsource project partners
- Created NCCE Fall Conference brochure
- Created Triple C video for CUNE catalyst program
- Finished six videos for member business anniversary celebration; posted to Facebook
- Planned progressive dinner for NCCE Fall Conference
- Helped coordinate Orscheln’s groundbreaking celebration
- Created press release and sponsorship packages for September’s drive-in movie; press release was sent to SCI
- Connected with restaurant owners regarding progressive dinner for NCCE Fall Conference
- Created ORID focused conversation agenda for the welcoming initiatives conversation. A Doodle Poll was sent to the welcoming initiatives group to plan first meeting.
- Contacted Seward Police Department regarding parking for NCCE Fall Conference at the Bandshell.
- Worked with Kaleigh Leick to plan SCCDP team photo shoot
- Coordinated Schwan’s meals to be delivered to two families for Trucker Appreciation Week and submitted photos to Nebraska Trucking Association
- Created press release for El Burrito; submitted to SCI
- Created press release for Lighted Christmas Reverse Parade
- Created and launched September Drive-in Movie marketing

- Organized food delivery/pick up for Truck Driver Appreciation Month; Sent photos and information to Nebraska Trucking Association
- Coordinated with John Fulwider for Development Luncheon PowerPoint, etc.
- Coordinated SCCDP Team photos with Kaleigh
- Coordinated Holiday Calendar for member's holiday open houses, specials and events
- Coordinated and Planned NCCE Fall Conference
- Coordinated with member businesses for holiday open house calendar
- Worked with Kaleigh Mueller and SCI for holiday/Christmas Festival printing
- Created marketing material for Christmas Festival events
- Created and sent 2020 Quarter 4 Site Selector Newsletter
- Worked with Derek Leininger, MHCS, and local partners for 'Stay Open, Stay Healthy' campaign
- Created press release and social graphics for Magical Lights of Seward
- Coordinated with Image Inflatables for Christmas Festival banner

Development & Government Affairs Director's Report (Zane Francescato)

Meetings/Events Attended:

- Level 10 Team Meetings – (Every **week** starting 9/8/2020)
- Drive-in movie planning – (9/8/2020-9/14/2020)
- ImagiNE Opportunity Ad Team Meeting with YCDC – 9/9/2020
- Webinar: Rebuilding Your Brand – 9/9/2020
- Webinar: Perspective on America's Role after the 2020 Elections with Chuck Hagel – 9/10/2020
- Meeting with Chris Rutt (Petsource) to Discuss STEM summer camp idea – 9/11/2020
- Seward Rotary Club Meeting – (Every **Wednesday** starting 9/16/2020)
- Delivered Schwan's meal to truck driver family in Friend, Nebraska for Truck Driver Appreciation week – 9/16/2020
- Participated in Seward County NET Virtual Town Talk to discuss Seward community – 9/17/2020
- Participated in Seward 4th of July Committee Meeting – 9/17/2020
- Worked on final touches for drive-in movie – (9/21/2020 to 9/25/2020)
- Worked on LOIS listing for two downtown buildings – 9/21/2020
- Had lunch with Mark and Thomas Suhr and discussed Seward County LAUNCH (education program) and empty building – 9/22/2020
- Quality Growth Study update meeting with BCom – 9/22/2020
- SCCDP Team Photoshoot – 9/24/2020
- SCCDP Lunch and Learn with John Fulwider – 9/24/2020
- Attended Waste Management meeting to request funds for Cleanup Day – 9/24/2020
- Nebraska Talent Team Meeting – 9/25/2020
- Team Quarterly Rocks Meeting and Lunch – 9/25/2020
- Conversation with Bluestem Network about Pleasant Dale reservations regarding broadband expansion – 9/25/2020
- SCCDP Drive-In Movie #2 – 9/26/2020
- Post-drive-in movie paperwork submission – 9/28/2020
- Discussion with CUNE about drive-in movie equipment – 9/28/2020
- Started working on advocacy work on FCC Broadband Mapping inconsistencies with Federal and State legislators – 9/30/2020
- Staff meeting to discuss annual Awards Banquet – 10/1/2020
- Assisted with NCCE Fall Conference preparation – 10/5/2020-10/6/2020
- NCCE Fall Conference – 10/7/2020 – 10/9/2020

- Cleanup Day assistance – 10/10/2020
- Participated in NCCE weekly call – 10/12/2020
- Team Discussion about 2021 Membership Materials – 10/13/2020
- SCCDP Framework discussion with Kevin Hensel, President & CEO of Bellevue Area Chamber of Commerce – 10/15/2020
- Berry Law Veteran Alliance Call – 10/19/2020
- Phase 2 Quality Growth Study update call with BCom Solutions – 10/19/2020
- Attended County Planning and Zoning meeting to listen to Comprehensive plan update and to discuss possible dairy production project – 10/10/2020
- ImagineNE Opportunity Campaign Meeting – 10/21/2020
- Participated in CUNE Politics and Government Forum with a high school in Norway – 10/22/2020
- Participated in Webinar: Nebraska Advantage vs. ImagineNE Nebraska Comparative Review – 10/22/2020
- Nebraska Talent Team meeting – 10/23/2020
- Annual Membership meeting with Tenneco – 10/27/2020
- Participated in Webinar: POLITICO's Space: The Final Economic Frontier – 10/28/2020
- Participated in NEDA Virtual Annual Meeting & DED Update – 10/28/2020
- Assisted Nebraska National Guard Museum with Keep Nebraska Beautiful Grant – 10/29/2020
- Scooter's ribbon cutting event – 10/30/2020
- Annual membership meeting with CUNE – 10/30/2020
- El Burrito ribbon cutting event – 10/30/2020
- Started working on reviewing Ady Advantage recruitment and retention materials – 11/3/2020
- Attended Milford City Council Meeting to listen to update about housing rehabilitation program and land development – 11/3/2020
- Participated in Nebraska Chamber Labor Relations Council meeting – 11/4/2020
- Participated in Nebraska Chamber Economic Development Policy Council meeting – 11/6/2020
- Prepared movie equipment rental agreement for Seward Methodist Church – 11/6/2020
- Participated in NCCE Weekly call to get legislative update from U.S. Chamber of Commerce – 11/9/2020
- Participated in SCCDP Business Development Working Group meeting to discuss initiatives I have been working on – 11/9/2020
- Annual membership meeting with Woods Bros. Realty – 11/10/2020
- Participated in Seward High School Personal Finance Class Interview Day – 11/10/2020
- Annual membership meeting with Liberty First Credit Union – 11/10/2020
- Quality Growth update meeting with BCom Solutions – 11/11/2020
- Annual membership meeting with Breeza Industrial – 11/12/2020

Housing and Business Development Activities:

- Prepared materials for Housing Study Presentation to Seward City Council – (9/9/2020-9/11/2020)
- Housing Study Presentation to the City of Seward City Council – 9/15/2020
- Discussed Project Rockwell with possible hotel developer, confirmed that Seward was still on the list of potential places for developer to expand – 9/18/2020
- Rural Workforce Housing Fund (RWHF) Discussion with Greg Majerus (on behalf of Seward County Housing Corporation) – 9/23/2020
- Walk Through of Former Crestview and Utica Care Center with possible developers – 9/24/2020
- Rural Workforce Housing Discussion with Mayor Patrick Kelley – 9/29/2020
- Manufacturing partners meeting – 10/1/2020
- Discussion with Adrienne Cavill (NEDED) and Jonathan about upcoming Economic Development Projects – 10/1/2020

- Prepared materials for Housing Study Presentation for Village of Goehner and Village of Pleasant Dale – 9/30/2020-10/5/2020
- Goehner Housing Study presentation – 10/6/2020
- Pleasant Dale Housing Study presentation and broadband expansion discussion – 10/8/2020
- Participated in virtual Nebraska Manufacturing summit webinars – 10/12/2020-10/15/2020
- Meeting with Utica Village leaders to discuss Rural Workforce Housing Fund – 10/12/2020
- Rural Workforce Housing Meeting with Max Wake/Jones Bank – 10/13/2020
- Discussion with NEDED, Nebraska Dairy Association, and Jonathan about Recruiting Cheese Processing Facility to Seward County – 10/15/2020
- Village of Pleasant Dale Board meeting to discuss and finalize Bluestem Network broadband expansion – 10/15/2020
- Rural Workforce Housing discussion with Ellen Beck, Karl Miller, and Greg Butcher – 10/16/2020
- Rural Workforce Housing consensus workshop discussion with Greta Leach – 10/19/2020
- Rural Workforce Housing Fund discussion with Chris Shipley (Liberty First) – 10/20/2020
- Rural Workforce Housing Fund discussion with Jill Ahrens (Union Bank & Trust) – 10/21/2020
- Prepared materials for Staplehurst and Beaver Crossing Housing Study presentations – 10/26/2020
- Discussion with property developer about infill housing project in Seward – 10/26/2020
- Discussion with Lisa Hurley (YCDC) to discuss Rural Workforce Housing Fund strategy – 10/27/2020
- Rural Workforce Housing Fund discussion with Utica Village Trustees – 11/2/2020
- Housing presentation to the Seward League of Women Voters – 11/5/2020
- Worked on article: Building for the “Missing Middle” in Rural America; article’s intended purpose was to raise awareness of the need for affordable housing – 11/2/2020-11/11/2020 (published)
- Attended City of Seward CRA Meeting to advocate for new subdivision project – 11/10/2020
- Started working on various elements of Rural Workforce Housing Fund application; letter of intent, material gathering, developer letters, etc. – October/November

Seward County LAUNCH Activities:

- Seward County Career Experience Program (SCCEP) Meeting with ESU 6 to discuss Perkins Agreement – 9/16/2020
 - SCCEP name was changed to Seward County LAUNCH Program
- Introductory meeting with ESU#6 Curriculum developers (Amber & April) to discuss Seward County LAUNCH and sharing resources – 9/23/2020
- Interviewed and started working with SCCDP intern on LAUNCH logo design – 10/2/2020
- Meeting with Ann Dobesh (UNL Extension) to discuss Seward County LAUNCH Program and possible partnership opportunities – 10/15/2020
- CTE Network introduction and discussion about LAUNCH – 10/26/2020
- Participated in discussion with Wendy Lowery (Tenneco) about possible LAUNCH participation/interest – 10/27/2020
- Discussion with Seward Public Schools about SPS Community Liaison – 10/28/2020
- Participated in Education Committee meeting to discuss Seward County LAUNCH – 10/29/2020
- Participated in discussion with CUNE about possible LAUNCH participation/interest – 10/30/2020
- Discussion with Custer County Economic Development Director about LAUNCH – 11/2/2020
- LAUNCH update call with Amber from ESU 6 – 11/6/2020
- Discussed LAUNCH with ESU 6 Counselors Network – 11/9/2020
- Participated in discussion with Breeza Industrial about possible LAUNCH participation/interest – 11/12/2020
- Ongoing planning of program including but not limited to student/employer contracts, student accountability, program implementation, etc. – October/November.

COVID-19 Response/Resource Coordination:

- Participated in Four Corners Seward County Community Briefings – (Every over Thursday)
- Assisted area businesses and non-profits with Round 2 CARES Act Grants – October 21 to November 13
- Sent out updated SBA Loan Forgiveness Information to member base
- Sent out updated DHMs as received from state to member base

Administrative Assistant's Report (Alexa Axthelm)

Meetings/Events Attended

- SCCDP Level 10 meeting – (every Monday)
- Quarterly SCCDP team meeting – 10/25
- Finance Working Group meeting – 10/21, 11/13
- Personnel and Board Policies Working Group meeting – 10/7
- Marketing, Membership, and Fundraising Working Group meeting – 10/7
- Executive Committee meeting – 11/4, 11/12

Activities

- Took minutes at working group meetings
- Updates emails/contact information for various members
- Called potential new members and organized meetings
- Worked with SCCDP team planning various events
- Helped print Chamber Bucks orders
 - Ridgewood order
 - Golf course order
 - Tenneco order
 - Seward FFA order
 - MHCS order(s)
 - Kiwanis order
- Created SCCDP Risk Dial for events
- Compiling high school senior graduation data into a spreadsheet
- Making calls to SCCDP businesses to check in
- Making 2020 SCCDP membership dues calls
- Coding receipts and preparing them for Marla Johnson CPA's office
- Imputing payments into ChamberMaster
- Answering office phone calls
- Helping visitors who come to the Civic Center
- Collected signatures on SCCDP 2020-2021 Public Sector Membership and Funding Agreements
- Provide support to other team members through various errands and tasks
 - Mailing items at the post office
 - Getting signatures on documents
 - Delivering checks
 - Sending thank you notes
 - Checking the mail
 - Updating the calendar
- Make 2021 SCCDP membership calls and scheduled meetings
- Worked on SCCDP board report
- Helped prepare the SCCDP board packet

Seward County Vision Statement 2035

Seward County is a pro-active and collaborative area with vibrant, welcoming, family-friendly, and safe communities, recognized for pillars of strength in agriculture, arts and culture, business, education, entrepreneurship, government, and healthcare.

We are a destination location for businesses, visitors and residents within the greater metropolitan area and an active partner in the region.

Our residents enjoy picturesque and diverse neighborhoods, viable main streets, outstanding recreational opportunities, active civic life, faith-based living, and quality housing and employment choices.

The private and public sectors are united and citizens are engaged for the betterment of all Seward Co.

We are guided by:

Integrity – We are open, honest and hold ourselves to the highest ethical standards.

Respect – We treat everyone with courtesy, equity, and fairness.

Leadership – We understand the importance of engaged leadership and that leadership must transition to ensure the vision continues for future generations.

Giving/Philanthropy – We are caring and generous. We encourage giving freely and helping those in need. We champion volunteerism for its powerful contribution to our area.

Planning – We acknowledge the importance of a shared vision and being intentional about planning for our future. We believe our collective efforts will be sustainable for the long-term betterment of all Seward County.

**NOTICE OF APPLICATION
FOR A RETAIL CLASS C
LIQUOR LICENSE**

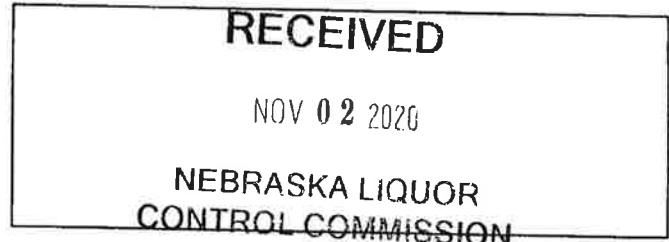
Notice is hereby given that Squire Wards, LLC, dba Squire Wards, has made application for a Retail Class C Liquor License, C-124004, at 133 N 6th Street, Seward, Nebraska, in accordance with Section 53-134(7), Revised Statutes of the Nebraska Liquor Control Act. Written protest to the issuance of said license may be filed by any resident of the City of Seward, Nebraska, on or before 7:00 p.m. on Tuesday, December 1, 2020, at which time a public hearing will be held by the City Council at the Seward Civic Center, East & West Basement, 616 Bradford Street, Seward, NE, upon said application and will receive evidence, either orally, or by affidavit, from any person bearing upon the propriety of the business of such license.

Bonnie Otte
Assistant Administrator/
City Clerk/
Budget & Human Resource Director
City of Seward, Nebraska

Publish one time: November 18, 2020
One Proof of Publication

**APPLICATION FOR LIQUOR LICENSE
RETAIL**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov/



**CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES
CHECK DESIRED CLASS**

RETAIL LICENSE(S)

Application Fee \$400 (nonrefundable)

- A BEER, ON SALE ONLY
- B BEER, OFF SALE ONLY
- C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE
- D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY
- I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
- J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120
- AB BEER, ON AND OFF SALE
- AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
- IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY

Class K Catering license (requires catering application form 106) \$100.00

Additional fees will be assessed at city/village or county level when license is issued

Class C license term runs from November 1 – October 31
All other licenses run from May 1 – April 30
Catering license (K) expires same as underlying retail license

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

- Individual License (requires insert 1 FORM 104)
- Partnership License (requires insert 2 FORM 105)
- Corporate License (requires insert 3a FORM 101 & 3c FORM 103)
- Limited Liability Company (LLC) (requires form 3b FORM 102 & 3c FORM 103)

NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)
Commission will call this person with any questions we may have on this application.

Name _____ Phone number: _____

Firm Name _____

PREMISES INFORMATION

Trade Name (doing business as) SQUIRE WARD'S

Street Address #1 133 N 6TH ST.

Street Address #2 _____

City SEWARD County SEWARD Zip Code 68434

Premises Telephone number 402-840-9786

Business e-mail address GREGG@30PRIS.NET

Is this location inside the city/village corporate limits: YES NO

Mailing address (where you want to receive mail from the Commission)

Name SQUIRE WARDS

Street Address #1 133 N 6TH ST.

Street Address #2 _____

City SEWARD State NE Zip Code 68434

DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED

READ CAREFULLY

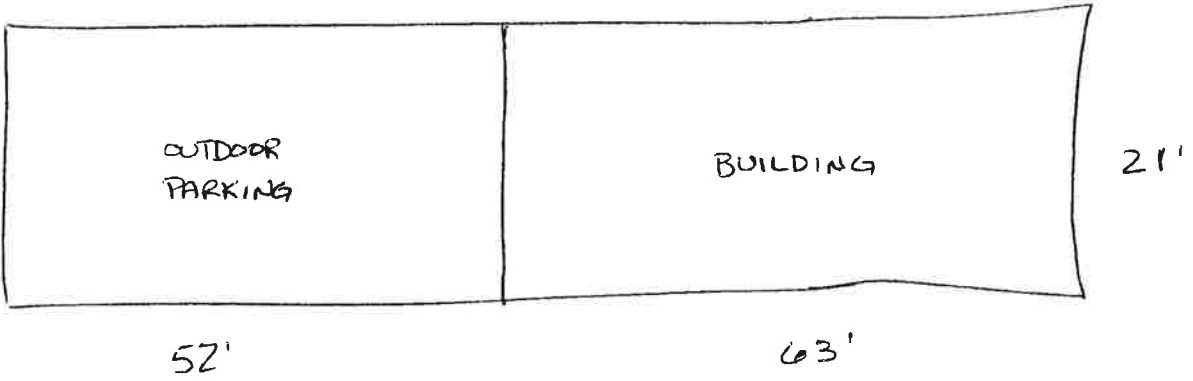
In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, outdoor area, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (length x width) of the licensed area as well as the dimensions of the entire building. No blue prints please. Be sure to indicate the direction north and number of floors of the building.

**For on premises consumption liquor licenses minimum standards must be met by providing at least two restrooms

Building: length 63 x width 21 in feet
Is there a basement? Yes No
Is there an outdoor area? Yes No

If yes, length 63 x width 21 in feet NO
If yes, length 52 x width 21 in feet Partial YES

PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET



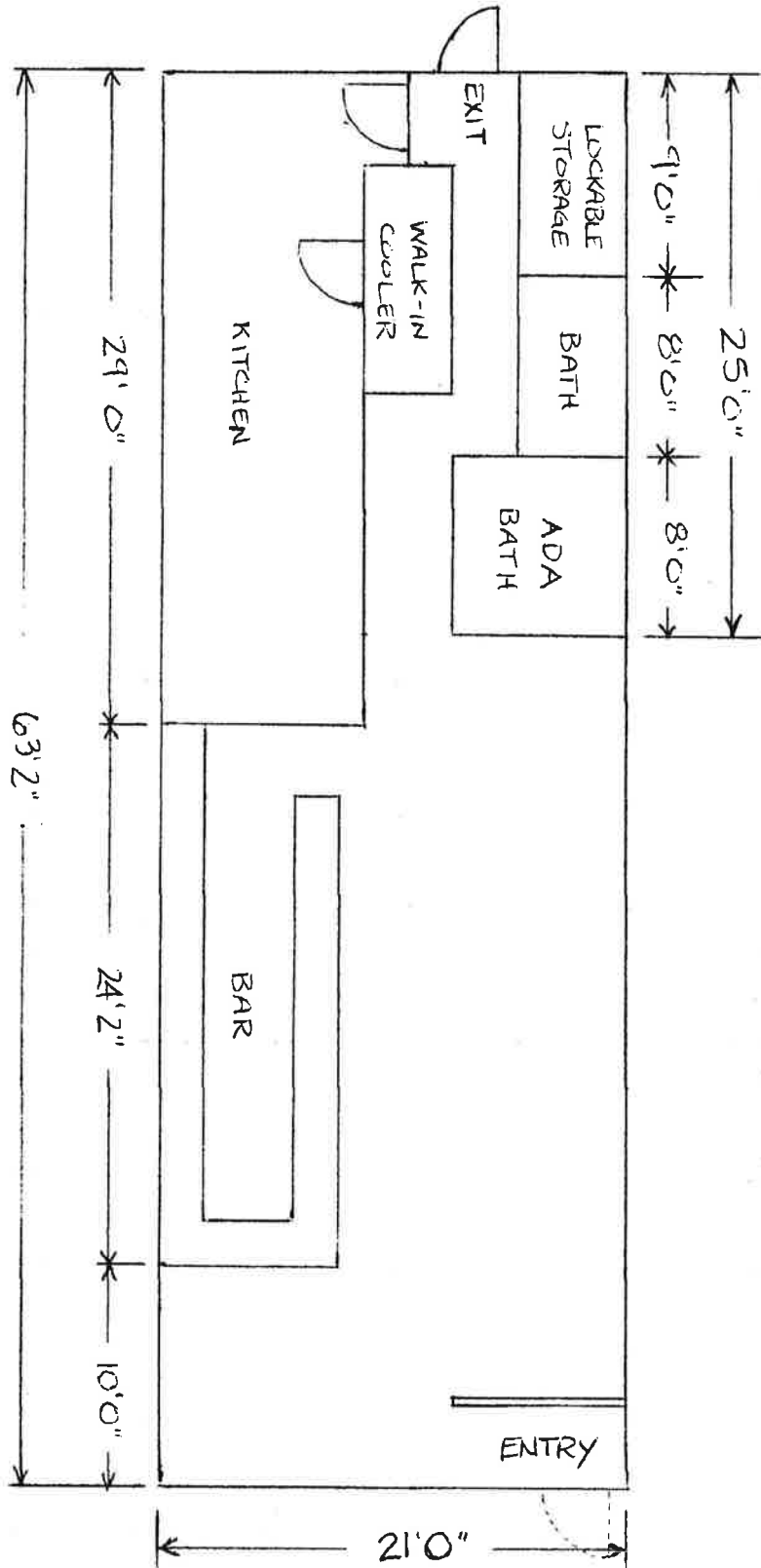
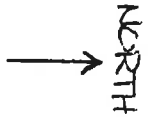


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DESIGN • CONSTRUCTION • RENOVATION

DESIGN ANALYSIS

COMPUTED BY GN	DATE 10/26	SHEET OF
CHECKED BY	DATE	JOB NO.
PROJECT SQUIRE WARDS		
SUBJECT		



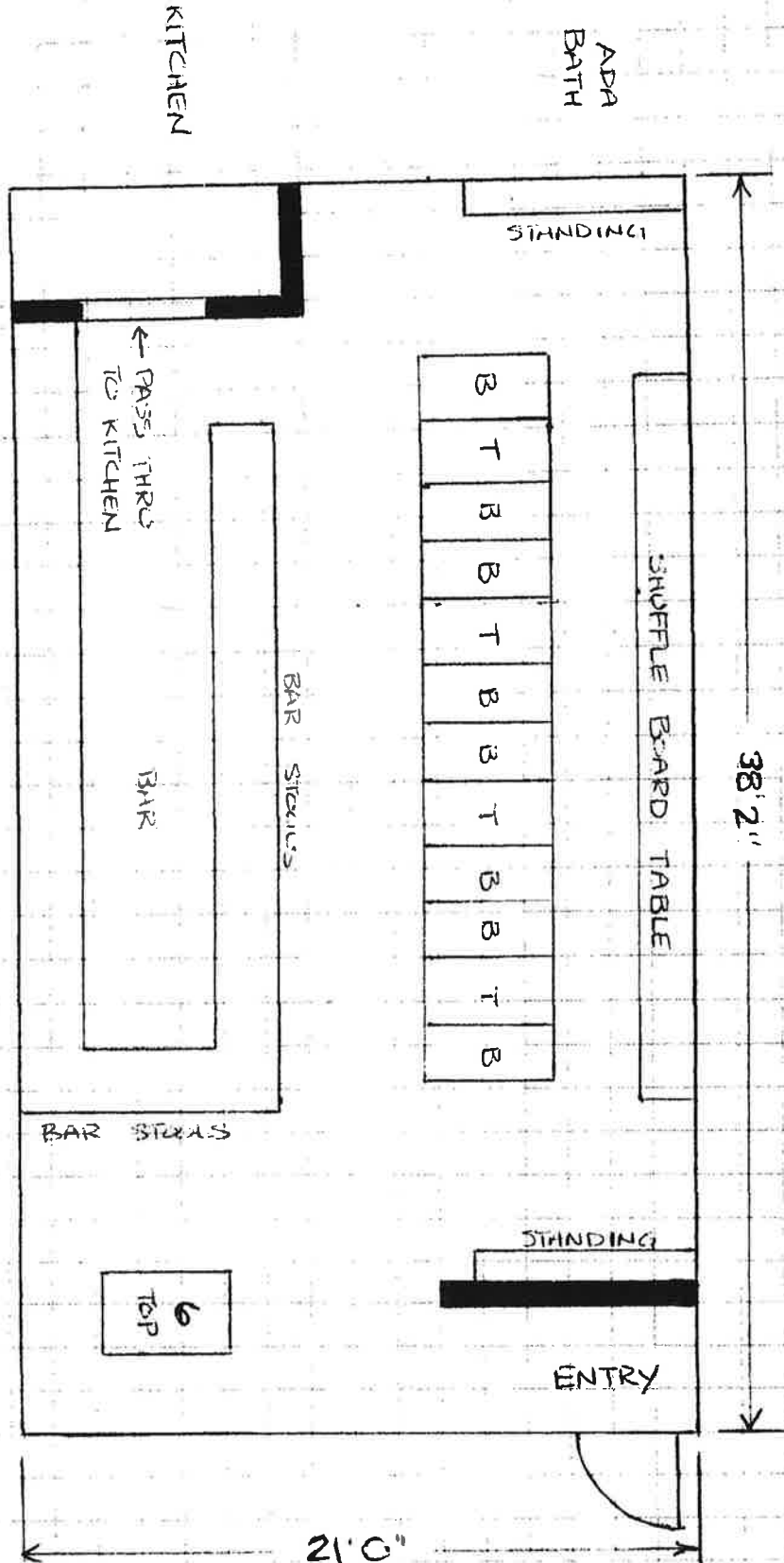
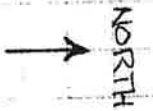


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DESIGN • CONSTRUCTION • RENOVATION

DESIGN ANALYSIS

COMPUTED BY GN	DATE 10/26	SHEET OF
CHECKED BY	DATE	JOB NO.
PROJECT		
SUBJECT	SQUIRE WARDS SEATING	



PLANNING APPROX. 14 BAR SEATINGS - 10 ON NORTH & 4 ON EAST
 EXACT NUMBER TBD BY THE SIZE OF SEATINGS SELECTED

BENCH SEATING = 16

TABLE SEATING = 6

TOTAL SEATING = 32

STAND UP BARS WILL
 COMFORTABLY SUPPORT
 10 PATRONS (5 ON
 EACH END)

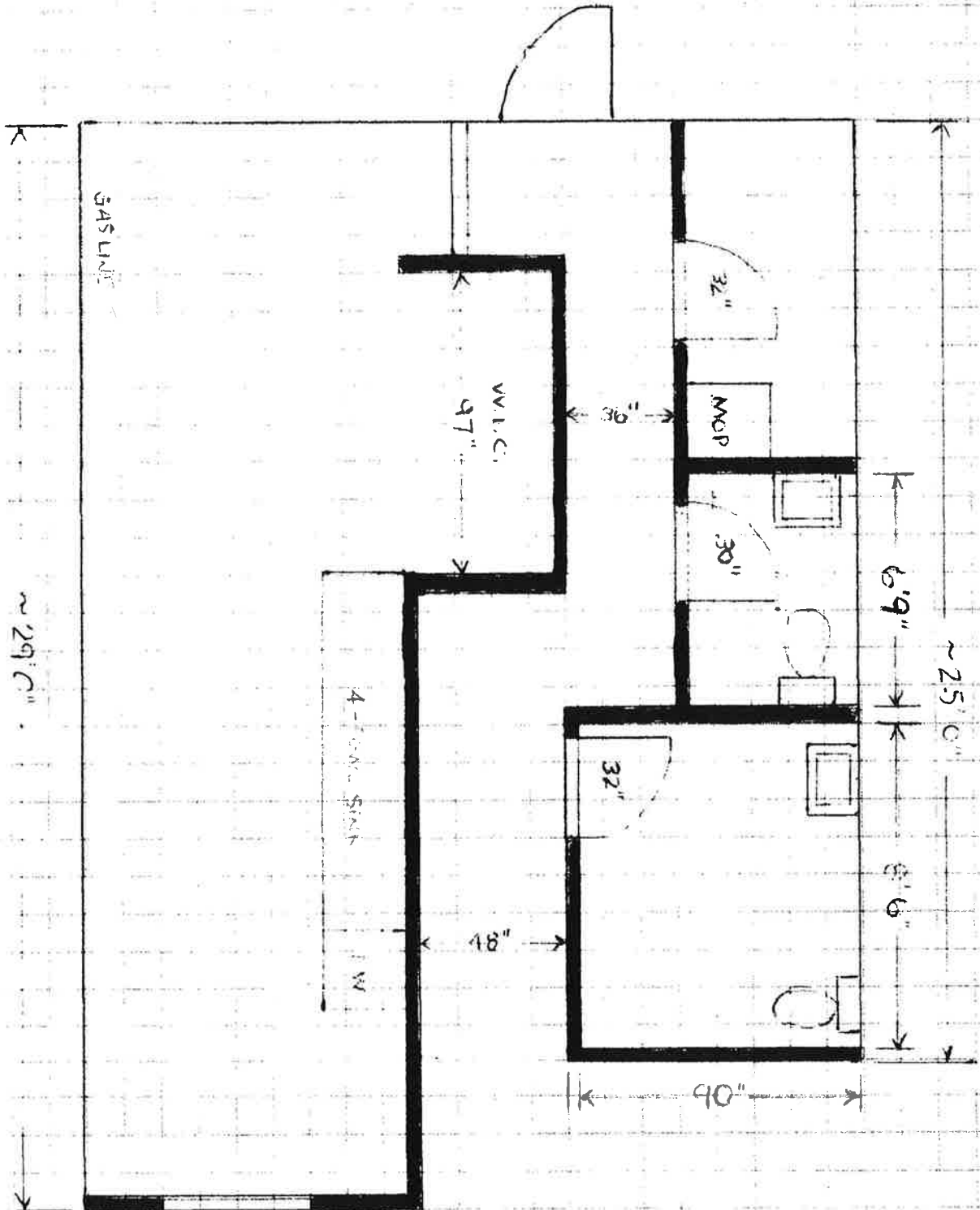


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DESIGN • CONSTRUCTION • RENOVATION

DESIGN ANALYSIS

COMPUTED BY	DATE	SHEET	OF
CHECKED BY	DATE	JOB NO.	
PROJECT	KUMU WALKS		
SUBJECT	PUBLIC RESTROOMS		



1A
7/2/2011



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DESIGN • CONSTRUCTION • RENOVATION

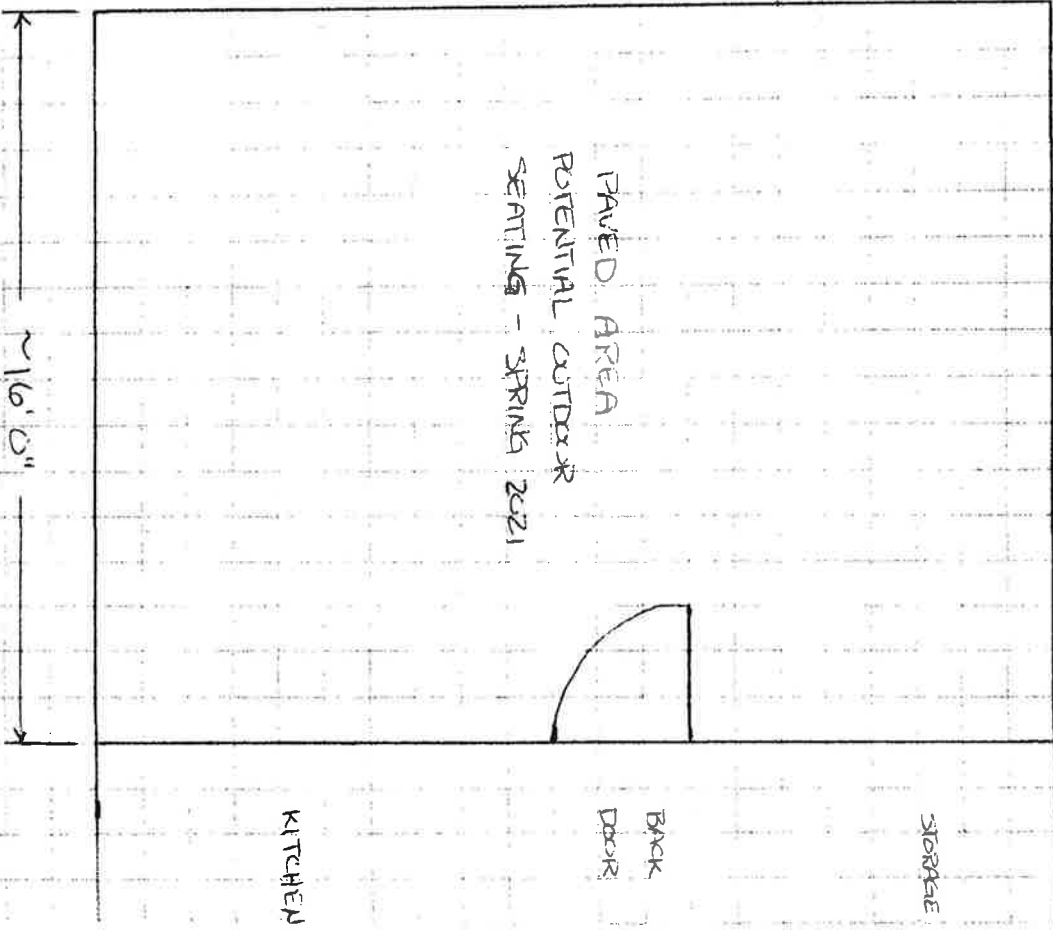
DESIGN ANALYSIS

COMPUTED BY GN	DATE 10/20	SHEET OF
CHECKED BY	DATE	JOB NO.
PROJECT		
SUBJECT QUIRE WARDS - OUTDOOR		

NORTH
↑

LEASED PROPERTY EXTENDS
WEST FROM PAVED SEATING
AREA TO COMMON ALLEY,
INCLUDES TWO PARKING
SPACES. AREA IS NOT
SUITABLE FOR USE OTHER
THAN PARKING.

21'0"



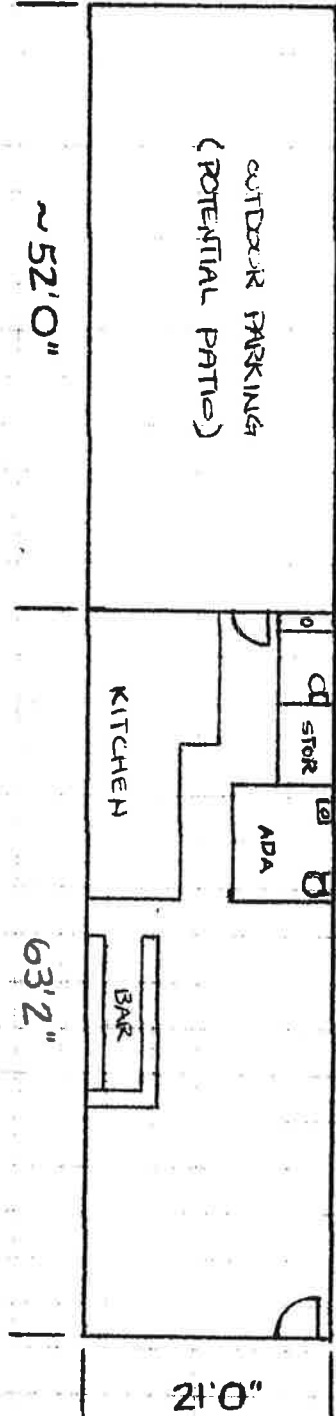
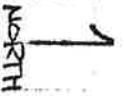


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DESIGN • CONSTRUCTION • RENOVATION

DESIGN ANALYSIS

COMPUTED BY <i>GN</i>	DATE <i>10/7</i>	SHEET	OF
CHECKED BY	DATE	JOB NO.	
PROJECT <i>LIQ. LICENSE APP.</i>			
SUBJECT <i>SQUIRE WARDS</i>			



*133 N 6TH ST.
SEWARD, NE*

APPLICANT INFORMATION

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Include traffic violations. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES NO

If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
PLEASE SEE ATTACHED SHEET				

2. Are you buying the business of a current retail liquor license?

YES NO

If yes, give name of business and liquor license number N/A

- a) Submit a copy of the sales agreement
- b) Include a list of alcohol being purchased, list the name brand, container size and how many
- c) Submit a list of the furniture, fixtures and equipment

3. Was this premise licensed as liquor licensed business within the last two (2) years?

YES NO

If yes, give name and license number _____

4. Are you filing a temporary operating permit (TOP) to operate during the application process?

YES NO

If yes:

- a) Attach temporary operating permit (TOP) (Form 125)
- b) TOP will only be accepted at a location that currently holds a valid liquor license.

5. Are you borrowing any money from any source, include family or friends, to establish and/or operate the business?

YES NO

If yes, list the lender(s) CITY OF SEWARD LB&AO FUND

6. Will any person or entity, other than applicant, be entitled to a share of the profits of this business?

YES NO

If yes, explain. (all involved persons must be disclosed on application)

No silent partners

7. Will any of the furniture, fixtures and equipment to be used in this business be owned by others?

YES NO

If yes, list such item(s) and the owner.

8. Is premises to be licensed within 150 feet of a church, school, hospital, home for the aged or indigent persons or for veterans, their wives, and children, or within 300 feet of a college or university campus?

YES NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Neb. Rev. Stat. 53-177)(1)

Provide letter of support or opposition, see FORM 134 - church or FORM 135 - campus

9. Is anyone listed on this application a law enforcement officer?

YES NO

If yes, list the person, the law enforcement agency involved and the person's exact duties.

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business.

a) List the individual(s) who will be authorized to write checks and/or withdrawals on accounts at this institution.

CATTLE BANK SEWARD, NE GREGG & RAMONA NELSON

11. List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. Include license holder name, location of license and license number. Also list reason for termination of any license(s) previously held.

GEAR HOSPITALITY LLC NE (LINCOLN) DBA ALCHEMY

RUE 6 LLC 122474 NE (SEWARD) DBA RUE 6

12. List the alcohol related training and/or experience (when and where) of the person(s) making application. Those persons required are listed as followed:

- Individual: Applicant and spouse; spouse is exempt if they filed Form 116 – Affidavit of Non-Participation.
- Partnership: All partners and spouses, spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Limited Liability Company: All member of LLC, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Corporation: President, Stockholders holding 25% or more of shares, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.

NLCC certified training program completed:

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
GREGG NELSON	03/2016	CITY OF LINCOLN SERVER/SELLER
"	03/2016	RBST GEN. CERT. (STATE OF NE)
"	03/2016	FOOD HANDLER PERMIT

List of NLCC certified training programs Experience:

Applicant Name/Job Title	Date of Employment:	Name & Location of Business

13. If the property for which this license is sought is owned, submit a copy of the deed, or proof of ownership. If leased, submit a copy of the lease covering the entire license year. **Documents must show title or lease held in name of applicant as owner or lessee in the individual(s) or corporate name for which the application is being filed.**

Lease: expiration date 12/31/2025
 Deed
 Purchase Agreement

14. When do you intend to open for business? JAN 2021

15. What will be the main nature of business? TAVERN - FOOD & BEVERAGE SALES

16. What are the anticipated hours of operation? TUES - SAT 4:00 - 12:00

17. List the principal residence(s) for the past 10 years for all persons required to sign, including spouses.

RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR FROM	YEAR TO	SPOUSE: CITY & STATE	YEAR FROM	YEAR TO
GREGG NELSON LINCOLN, NE	2009	2020	RAMONA NELSON LINCOLN, NE	2009	2020

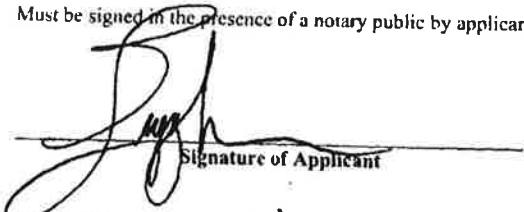
If necessary attach a separate sheet.

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules, regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

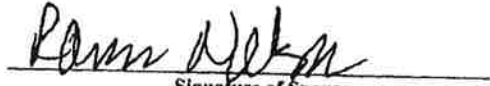
Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

Must be signed in the presence of a notary public by applicant(s) and spouse(s). See guideline for required signatures



Signature of Applicant
GREGG NELSON

Print Name



Signature of Spouse
RAMONA NELSON

Print Name

Signature of Applicant

Print Name

Signature of Spouse

Print Name

ACKNOWLEDGEMENT

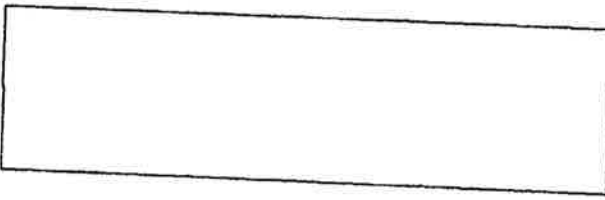
State of Nebraska
County of _____

The foregoing instrument was acknowledged before me this

_____ date

by _____
name of person(s) acknowledged (individual(s) signing)

Notary Public signature



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

**MANAGER APPLICATION
INSERT - FORM 3c**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

Office Use

RECEIVED

NOV 02 2020

NEBRASKA LIQUOR
CONTROL COMMISSION

MUST BE:

- ✓ Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: Squire Wards LLC (dba Squire Wards)

Premise information

Liquor License Number: TBD Class Type C (if new application leave blank)

Premise Trade Name/DBA: Squire Wards

Premise Street Address: 133 N 6th St.

City: Seward County: Seward Zip Code: 68434

Premise Phone Number: 402-840-9786

Premise Email address: gregg@sopris.net

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information [here](#).

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: **Nelson** First Name: **Gregg** MI: **M**
Home Address: **3312 S 42nd St**
City: **Lincoln** County: **NE** Zip Code: **68506**
Home Phone Number: **402-840-9786**
Driver's License Number & State: [REDACTED] **Nebraska**
Social Security Number: [REDACTED]
Date Of Birth: [REDACTED] Place Of Birth: **Chanute, KS**
Email address: **gregg@sopris.net**

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)

YES NO

Spouse's information

Spouses Last Name: **Nelson** First Name: **Ramona** MI: **J**
Social Security Number: [REDACTED]
Driver's License Number & State: [REDACTED]
Date Of Birth: [REDACTED] Place Of Birth: **Long Beach, CA**

APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS
APPLICANT SPOUSE

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Lincoln, NE	2009	2020	Lincoln, NE	2009	2020

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2018	2020	Rue 6 LLC	Manager is Co-Owner	402-646-9150
2017	2020	Gear Hospitality LLC	Manager was Co-Owner	402-468-8274

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, include traffic violations. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Gregg Nelson	See Attached			
Ramona Nelson	?/2004	Georgetown, CO	Speeding	
Ramona Nelson	?/2002	Brush, CO	Speeding	
PLEASE SEE ATTACHED SHEET FOR BOTH APPLICANTS				

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

YES NO

IF YES, list the name of the premise(s):

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

YES NO

Squire Wards – Liquor License Application

NOTE: As this is our third application for a Nebraska Liquor License we appreciate the opportunity to state that there have been no new violations of any kind to report since 2014. If it is helpful, our first two applications were as follows:

Gear Hospitality, LLC (dba Alchemy)	Lincoln, NE	License # 122181	November 2017
Applicant's interests in Gear Hospitality were sold to remaining partners in Feb. 2020			
Rue 6, LLC (dba Rue 6)	Seward, NE	License # 122474	February 2018
Applicants continue to own and operate Rue 6 at 123 S 6 th St, Seward, NE			

Ramona Nelson History

1. Speeding Ticket	~2004	Georgetown, CO	Fine Paid
2. Speeding Ticket	~2001	Brush, CO	Fine Paid
3. Speeding Ticket	1993	Lincoln, NE	Fine Paid
4. Violate Traffic Signal	1990	Lincoln, NE	Fine Paid
5. Speeding Ticket	1988	Lincoln, NE	Fine Paid

Ramona Nelson's violations are all traffic related. In each case, fines were paid and the matter was closed. Her last traffic violation was in approximately 2004 in Colorado.

Gregg Nelson History

1. Speeding Ticket	2014	Lincoln, NE	Fine Paid
2. Suspended License	2014	Lincoln, NE	Fine Paid
3. Operate w/o Driver's License	2013	Lincoln, NE	Fine Paid
4. Improper Registration (2)	2013/14	Lincoln, NE	Fine Paid
5. Speeding	~2004	Evergreen, CO	Fine Paid
6. Improper Securities Trading	1996	Wichita, KS	Restitution Paid / Diversion Completed
7. Theft < \$100	1981	Seward, NE	Dismissed

Since 1996, Gregg Nelson's violations are all traffic related. In each case, fines were paid and the underlying causes of the tickets were corrected. My last traffic violation was in 2014. The most serious charge, driving on a suspended license, came about because I had two separate violations for an expired license registration, but had only paid one which resulted in my license being suspended. The Lancaster County Attorney mentioned something about a number on my DL that was incorrectly entered. It was very confusing. In any case, when the error was discovered, the registration was brought current, the fines paid and my license was reinstated.

In the 1996 securities trading incident, I (Gregg Nelson) was trading stocks daily using a legal margin account. One such transaction incurred more debt that I was able to repay when hit with a margin call. In a deal suggested by my attorney and agreed to by the plaintiff (who was suing me for the shortfall), the Judge in the case approved my entry into a diversion program while making restitution. It was a ten year program beginning in 1998 and I completed full restitution in five years, in 2003. Nothing else was done until I received a letter in 2008 confirming the diversion was complete, that the terms had been satisfied and that I had been released from the diversion. There was no criminal conviction in this case. It is listed here (and on previous license applications) only to provide full disclosure.

The ~1981 theft charge involved a ~\$19 check that I had written on a local bank account. The recipient waited several months to cash the check and by that time I had moved and the account had been closed. I was pulled over by the Seward, NE police department and notified of a warrant because of the check. The check was immediately paid and the charges were dismissed.

4. List the alcohol related training and/or experience (when and where) of the person making application.

*NLCC Training Certificate Issued: _____ Name on Certificate: **Gregg Nelson**

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Gregg Nelson	03/2016	City of Lincoln Server/Seller
Gregg Nelson	03/2016	RBST General Certificate (State of NE)
Gregg Nelson	03/2016	Food Handler's Permit

*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Gregg Nelson - Co-Owner	2018-2020	Rue 6 LLC Seward, NE
Gregg Nelson - Co-Owner	2017-2020	Gear Hospitality LLC (dba Alchemy) Lincoln, NE
Gregg Nelson - Bartender	2016-2017	Blue Blood Brewing Lincoln, NE
Gregg Nelson - Bartender	2016-2017	Cigarz Lounge Lincoln, NE
Ramona Nelson - Co-Owner	2018-2020	Rue 6 LLC Seward, NE
Ramona Nelson - Co-Owner	2017-2020	Gear Hospitality LLC (dba Alchemy) Lincoln, NE

5. Have you enclosed form 147 regarding fingerprints?

YES NO

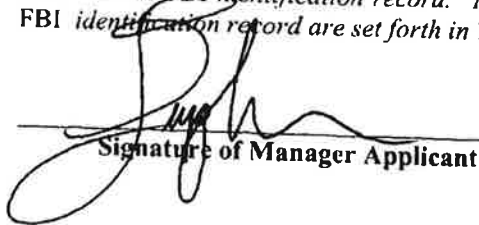
PERSONAL OATH AND CONSENT OF INVESTIGATION

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has **NO** interest directly or indirectly, a spousal affidavit of non-participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.


Signature of Manager Applicant


Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska
County of _____

The foregoing instrument was acknowledged before me this

_____ date

by _____

NAME OF PERSON BEING ACKNOWLEDGED

Notary Public signature

Alfix Seal

In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.



City of Seward
Police Department

148 South 1st Street
Seward, NE 68434
Ph: 402-643-6164 Fax: 402-643-6785

November 10, 2020

Bonnie Otte
City Clerk
City of Seward, Nebraska

RE: Liquor License Application – Squire Wards (133 N 6th St)

Bonnie,

There are no pertinent negative contacts on record with the Seward Police Department regarding Gregg Nelson. Therefore, we recommend that the liquor license be issued.

Feel free to contact me if you have any questions.

Regards,

Brian W. Peters
Asst. Chief of Police

City of

SEWARD

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

November 20, 2020

Liquor license application

Squire Ward's
133 N 6th St
Seward, NE 68434

There were no identifiable zoning issues or location issues within 150' of the establishment.



Tim Dworak
Building/Zoning and Codes Enforcement Director

CITY OF SEWARD MISSION STATEMENT

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

“Nebraska’s Official 4th of July City”

RESOLUTION NO. 2020-

BE IT RESOLVED by the Mayor and Council of the City of Seward, Nebraska, that,

WHEREAS, Notice of Application for a Class C Liquor License for Squire Wards, LLC, dba Squire Wards, 133 N 6th Street, Seward, Nebraska was published in the Seward County Independent on November 18, 2020; cost of such publishing fee being \$13.09, and,

WHEREAS, a public hearing was held before the Mayor and Council of the City of Seward on December 1, 2020;

WHEREAS, no written protests were filed with the City, and no oral objections were heard by the Mayor and Council,

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Seward, Nebraska, that recommendation be made to the Nebraska Liquor Control Commission that a Class C Liquor License for Squire Wards, LLC, dba Squire Wards, 133 N 6th Street, Seward, Nebraska be approved.

The Mayor declared the resolution adopted.

Dated: _____, 2020

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

ATTEST:

Greg Butcher
City Administrator

(SEAL)

ORDINANCE NO. 2020-

AN ORDINANCE TO ADD ARTICLE II, SECTIONS 52.1.1 THROUGH 52.1.11, ENTITLED “PREVENTION OF THE NOVEL CORONAVIRUS (COVID-19)”, TO CHAPTER 51 OF THE SEWARD MUNICIPAL CODE; TO PROVIDE LEGISLATIVE FINDINGS AND INTENT; TO REQUIRE INDIVIDUALS TO WEAR FACIAL COVERINGS AND EXCEPTIONS THEREOF; TO PROVIDE FOR THE ENFORCEMENT OF VIOLATIONS AND PENALTIES; TO ESTABLISH A SUNSET PROVISION; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND, TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

Section 1. The City Council has authority under Section 72-1.12 of the Seward Municipal Code to adopt ordinance(s) as may be necessary or expedient to promote the public health and safety and the general interests and welfare of its citizens.

Section 2. The City Council has determined it is in the best interest for the City to adopt the following additions to the Seward Municipal Code and finds it necessary in order to effectively prevent, limit, or slow the spread of the Novel Coronavirus (COVID-19) among the citizens of the City of Seward.

Section 3. That Chapter 51, Article II, Section 52.1.1 through Section 52.1.11 of the Seward Municipal Code are hereby created as follows:

Article II. Prevention of the Novel Coronavirus (COVID-19)

§ 52-1.1. Legislative Findings and Intent

(1) The City Council hereby finds and declares that:

- (a) the Novel Coronavirus (COVID-19) has impacted and continues to dramatically impact the citizens of the City of Seward, Nebraska; and
- (b) exposure to COVID-19 presents a risk of death or serious long-term disability; the exposure is widespread and poses significant risk of harm, including death, to people in the general population of the City of Seward; there is a particular subset of the population that is more vulnerable to the threat and is thus at an increased risk; and the threat is from a novel infections disease; and
- (c) the manner in which the spread of COVID-19 cases in the City of Seward has occurred creates an unacceptable risk to the health, safety, and welfare of the citizens of the City of Seward; and
- (d) the number of COVID-19 infections within Seward County continues to increase; and

- (e) COVID-19 constitutes a public nuisance and a threat to the health, safety, and welfare of the City of Seward; and
- (f) the wearing of face coverings by every individual while indoors in public places in the City of Seward will reduce community transmissions of COVID-19, resulting in fewer deaths, serious health complications, and will ease the strain on hospitals and other medical offices and facilities; and
- (g) the wearing of face coverings by every individual while indoors in public places in the City of Seward will help keep businesses open and operating, encouraging economic growth and preventing prolonged economic harm; and
- (h) it is just and proper for the City Council to exercise its authority under the Seward Municipal Code and Nebraska statutes in furtherance of protecting the public health, safety, and welfare.

Gatherings are defined as any event or convening that brings together more than ten (10) patrons, customers, or other invitees, excluding staff, in a single room or single space at the same time, including but not limited to, a school, daycare facility (including in-home facilities), gymnasium, fitness center, auditorium, stadium, arena, large event conference room, meeting hall, theater, library, or any other confined indoor or confined outdoor space.

Gatherings includes but is not limited to weddings, funerals, parades, fairs, festivals, and concerts; or any event or convening with fewer than ten (10) patrons, customers, or other invitees where a minimum distance of six (6) feet between all individuals cannot be maintained in the venue. This includes, but is not limited to, tattoo parlors, massage parlors, barber shops and beauty/nail salons.

If a venue is subdivided into multiple spaces separated by either physical walls or sufficient airspace each subdivided area may contain up to ten (10) patrons, customers or other invitees, excluding staff.

§ 52-1.2. Definitions.

For purposes of this Article, the following terms are defined as follows:

- (1) **Face Covering.** – A face covering is defined as a covering which, when worn properly, must cover the nose and mouth completely and can include a paper or disposable face mask, a cloth face mask, a scarf, a bandanna, a neck gaiter, or a religious face covering. Medical-grade masks and respirators are sufficient face coverings, but to preserve adequate supplies, their purchase and use is discouraged for those who do not work in a health care setting or in other occupations that require medical-grade personal protective equipment. Masks that incorporate a valve designed to facilitate easy exhaling, mesh masks, or masks with openings, holes, visible gaps in the design or material, or vents are not sufficient face coverings because they allow exhaled droplets to be released into the air.

- (2) **Premises That Are Open to the General Public.** – Premises that are open to the general public are broadly defined to include entities that employ or engage workers, including private-sector entities, public-sector entities, non-profit entities, regular commercial or business establishments, private clubs, religious centers or buildings, public transportation (including buses, taxis, ride-sharing vehicles, or vehicles used for business purposes), and any place which is generally open to the public, including educational institutions and daycare facilities.

§ 52-1.3. Individual Face Coverings Required.

All individuals age five (5) and older shall wear a face covering over their mouth and nose while indoors in a premises that is open to the general public including, but not limited to, educational institutions, except face coverings will not be required if the individual:

- (1) is seeking federal, state, county, or city governmental services;
- (2) is seated at a bar or restaurant to eat or drink, or while immediately consuming food or beverages;
- (3) is engaged in an occupation preventing the wearing of face covering;
- (4) is obtaining a service or purchasing goods or services that require the temporary removal of the face covering;
- (5) is asked to remove the face covering to verify an identity for lawful purposes;
- (6) is providing a speech, lecture, or broadcast to an audience so long as six (6) feet of distancing from other individuals is maintained; or
- (7) cannot otherwise wear a face covering because of a medical condition, a mental health condition, or a disability that makes it unreasonable for the individual to wear a face covering.

Nothing in this section shall prohibit the owner or person in charge of a premises that is open to the general public from requiring an individual to wear a face covering during any of the circumstances enumerated above or from implementing a more restrictive face covering policy.

§ 52-1.4. Premises That Are Open to the Public; Duty to Require Facial Coverings.

Any individual or entity that maintains premises that are open to the general public including, but not limited to, educational institutions, shall require all individuals age five (5) and older to wear a face covering over their mouth and nose while indoors in said premises, face coverings will not be required if the individual:

- (1) is seeking federal, state, county, or city governmental services;
- (2) is seated at a bar or restaurant to eat or drink, or while immediately consuming food or beverages;

- (3) is engaged in an occupation preventing the wearing of face covering;
- (4) is obtaining a service or purchasing goods or services that require the temporary removal of the face covering;
- (5) is asked to remove the face covering to verify an identity for lawful purposes;
- (6) is providing a speech, lecture, or broadcast to an audience so long as six (6) feet of distancing from other individuals is maintained; or
- (7) cannot otherwise wear a face covering because of a medical condition, a mental health condition, or a disability that makes it unreasonable for the individual to wear a face covering.

Nothing in this section shall prohibit the owner or person in charge of a premises that is open to the general public from requiring an individual to wear a face covering during any of the circumstances enumerated above or from implementing a more restrictive face covering policy.

§ 52-1.5. Notice of Face Covering Requirements.

Any individual or entity which maintains premises that are open to the general public, including but not limited to educational institutions, must post one or more signs that are visible to all persons—including workings, customers, and visitors—instructing them to wear face coverings as required by this Article.

§ 52-1.6. Exceptions.

The provisions of this Article shall not apply to:

- (1) Courts of law; public utilities or federal, state, county, or city operations; medical providers, facilities, or pharmacies; congregate living centers or facilities; group homes and residential drug and/or mental health treatment facilities; shelters; airport travel; election offices; polling places on an election day; or to residential dwelling units.
- (2) Children under the age of five (5). While children ages three (3) and four (4) may wear a face covering if that child can remove the face covering without assistance, guidance from the United States Centers for Disease Control and Prevention (CDC) states that children two (2) years old and under should never wear a face covering due to the risk of suffocation.
- (3) Federal and state activities. Nothing in this Article shall be construed to limit, prohibit, or restrict in any way the operations of the federal or state government or the movement of federal or state officials in the city while acting in their official capacity, including federal and state judicial, legislative, and executive staff and personnel.
- (4) Individuals at their workplace when wearing a face covering would create a job hazard for the individual or others, as determined by federal, state, or local regulators or workplace safety and health standards and guidelines.

- (5) Individuals who are alone in an office, room, a vehicle, the cab of heavy equipment or machinery, an enclosed work area, or in a cubicle with walls that are higher than face level when minimum social distancing of six (6) feet or more is maintained. In such situations, the individual should still carry a face covering to be prepared for person-to-person interactions and to be used when the individual is no longer alone.
- (6) Individuals who are officiating at a religious service.
- (7) Individuals communicating with other individuals who are deaf or hard of hearing or who have a disability, medical condition, or mental health condition that makes communication with that individual while wearing a face covering difficult, provided that minimum social distancing of six (6) feet or more is maintained to the extent possible between persons who are not members of the same household.
- (8) Individuals who are engaged in activities such as swimming or showering, where the face covering will get wet.
- (9) Individuals who are exercising in an indoor business or indoor space such as a gym or fitness center, while the level of exertion makes it difficult to wear a face covering, provided that minimum social distancing of six (6) feet or more is maintained at all times.
- (10) Individuals in an indoor premises that is generally opened to the public while playing a musical instrument that cannot be played when a face covering is worn, provided that a minimum social distancing of six (6) feet or more is maintained at all times.
- (11) Public safety workers actively engaged in a public safety role, including but not limited to law enforcement personnel, fire fighters, or emergency medical personnel, in situations where wearing a face covering would seriously interfere in the performance of the individual's public safety responsibilities.
- (12) Participants in an athletic competition or practice, but only while they are playing the game, if the school or sponsoring organization does not require facial coverings. Spectators, coaches, and non-participants are required to wear facial coverings.
- (13) Employees and students of public or parochial schools while such employees or students are on public or parochial school premises.

§ 52-1.7. Public Nuisance Declared.

Any individual or entity which maintains premises that are open to the general public who fails to comply with the requirements of Section 52-1.4, above, is hereby declared to be a nuisance and a danger to the public health, safety, and welfare.

§ 52-1.8. Application.

The provisions of this Article shall only apply to all persons and property within the corporate limits of the City of Seward.

§ 52-1.9. Penalty.

Except as otherwise provided herein, any person who violates the prohibitions or provisions of this Article shall be deemed guilty of a violation. The penalty for such violation shall be an amount not to exceed \$500 for any one offense, recoverable with costs, and in default of said payment the offender shall stand committed to the County Jail until such fine and costs are paid. Each period of 24 hours during or on which a violation occurs or continues shall be deemed a separate offense.

§ 52-1.10. Civil Abatement.

In addition to any other penalty sought or obtained under this Article or other applicable law, the City Attorney may institute injunctive or other appropriate civil proceedings necessary to obtain compliance with this Article or to abate any nuisance resulting from violations of this Article.

§ 52-1.11. Sunset Provision.

The requirements imposed by this Article shall expire and terminate at 11:59p.m. on January 20, 2021, unless otherwise extended by the City Council.

Section 4. Pamphlet Form; Publication, When Operative. This ordinance shall be published in pamphlet form and shall be in full force and effective from after its passage, approval, and publication or posting as required by law and city ordinance.

Passed and approved this _____ day of December, 2020.

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

Greg Butcher, City Administrator

(SEAL)

ORDINANCE NO. 2020-

AN ORDINANCE AUTHORIZING A LEASE-PURCHASE AGREEMENT RELATING TO THE PURCHASE OF EQUIPMENT FOR USE BY THE CITY OF SEWARD, NEBRASKA; AUTHORIZING THE EXECUTION OF DOCUMENTS WITH RESPECT TO SAID LEASE-PURCHASE AGREEMENT AND PROVIDING FOR THE PUBLISHING OF THIS ORDINANCE

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

Section 1. The Mayor and City Council hereby approve the acquisition of the following piece of equipment (referred to hereinafter as the "Equipment"): Toro Reelmaster 3555D mower with attachments. The Mayor and City Council also hereby approve financing for the acquisition of the Equipment over a period of years through a lease-purchase agreement pursuant to Section 19-2421, R.R.S. Nebraska 2012. Jones Bank (the "Bank") has offered to assist the City and has proposed entering into a Lease-Purchase Agreement in the form presented to the Council at this meeting.

Section 2. The terms of the Lease-Purchase Agreement with the Bank whereby the Bank is leasing to the City such equipment, as set forth in the form presented to this meeting, are hereby approved.

Section 3. The actions of the Mayor, City Clerk and City Treasurer and such other officers as may be required, in executing and delivering on behalf of the City of Seward, said Lease-Purchase Agreement, are hereby ratified and approved and said officers are authorized to do all other things necessary or appropriate to enter into and carry out said Lease-Purchase Agreement.

Section 4. The Mayor and Council do further state that it is the intent that the Equipment shall be used for public purposes of the City and that the amount of basic rent due under said lease-purchase agreement attributable to interest which shall be paid over the term of said agreement shall be excludable from the gross income of the registered holder of the lease under the federal income tax by virtue of Section 103(a) of the Internal Revenue Code of 1986, as amended, and sections related thereto, and the Mayor, Clerk and Treasurer of the City are hereby authorized to take all actions necessary and appropriate to carry out said intention. The City hereby designates said lease-purchase agreement as one of its "qualified tax-exempt obligations," pursuant to Sections 165(b) (3) (B) (i) (iii) of said Code and covenants and warrants that it has not and will not issue tax-exempt obligations in calendar 2020 in an amount in excess of \$10,000,000.

Section 5. This ordinance shall be published in pamphlet form in the manner required by law and shall be in force and effect from and after its passage and publication as approved by law and City ordinance.

PASSED AND APPROVED this _____ day of December, 2020.

ATTEST:

Joshua Eickmeier, Mayor

City Clerk

(SEAL)

LEASE-PURCHASE AGREEMENT

This Lease-Purchase Agreement made and entered into as of the 4th day of December, 2020 (the “Agreement”) by and between Jones Bank, Seward, Nebraska (the “Lessor”), and the City of Seward, Nebraska (the “Lessee” or “City”):

WITNESSETH:

That the City is a political subdivision of the State of Nebraska with full and lawful power and authority to enter into this Agreement as a Lease-Purchase Agreement pursuant to the authority granted by Section 19-2421, R.R.S. Neb. 2012.

That the Lessee has found it necessary and desirable to acquire a Toro Reelmaster 3555-D mower and attachments (the “Equipment”) for lawful municipal purposes; that Lessee has agreed to trade in a certain Case 621E Wheel Loader in connection with acquiring the Equipment; that Lessee has determined that not less than \$47,458.73 of the amount anticipated to be required for the acquisition of such equipment should be paid by the Lessee over a period of five (5) years and Lessor is willing to be paid by Lessee over a period of five (5) years and Lessor is willing to acquire, with the Lessee acting as its purchasing agent, the Equipment and lease the same to the City over such period of years for the rentals herein specified upon the terms and conditions set forth herein.

WHEREFORE, IN CONSIDERATION of the premises and the mutual covenants and agreements therein set forth, Lessor and Lessee do hereby covenant and agree as follows:

Registration:

<u>Name of Registered Owner</u>	<u>Date of Registration</u>	<u>Signature of Treasurer as Registrar</u>
Jones Bank	December 4, 2020	_____

ARTICLE I
DEFINITIONS

In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used in this Agreement shall have the following meanings, unless the context or use indicates another or different meaning or intent:

“Agreement” - This Lease-Purchase Agreement and any amendments hereto.

“Acquisition Deposit” - The sum of \$47,458.73 to be advanced by Lessor and deposited with the City Treasurer to pay for the Equipment defined herein.

“Equipment” – Toro Reelmaster 3555-D mower and attachments.

ARTICLE II
GRANTING OF
LEASEHOLD/TITLE TO EQUIPMENT

Section 2.1. Lessor hereby leases to City and City hereby leases from Lessor upon and subject to the terms and conditions herein set forth, the Equipment. The term of this Agreement shall commence on December 4, 2020 and shall end on April 30, 2025.

Section 2.2. If, on or before April 30, 2025, City shall have paid in full all lease-purchase rental obligations as provided for and described in Article III hereof, the Equipment shall automatically become the sole property of City without any further act by Lessor or City.

Section 2.3. Lessor agrees that for insurance and administrative purposes, Lessee shall title the equipment in the name of the City of Seward, however both parties to the agreement stipulate that both legal and equitable title shall rest in Lessor until all conditions of the agreement are satisfied.

ARTICLE III
LEASE-PURCHASE RENTALS

Section 3.1. City desires to pay \$47,458.73 of said contract sum in the form of lease-purchase rentals due for the Equipment over a period of years with principal payments falling due and bearing interest at 2.13% per annum as shown below. Lessor agrees to such payment terms. City agrees to pay basic lease-purchase rentals in accordance with the foregoing as follows:

<u>Payment Date</u>	<u>Total Payment</u>	<u>Principal Due</u>	<u>Interest Due</u>
4/30/2021	\$9,980.00	\$9,572.88	\$407.12
4/30/2022	\$9,980.00	\$9,173.03	\$806.97
4/30/2023	\$9,980.00	\$9,368.42	\$611.58
4/30/2024	\$9,980.00	\$9,566.84	\$413.16
4/30/2025	\$9,980.00	\$9,777.56	\$202.56

Lessor and Lessee hereby acknowledge and agree that the foregoing schedule represents principal payments on \$47,458.73 of the contract sum in accordance with the schedule set forth above.

Section 3.2. City agrees to pay as additional lease-purchase rentals the following:

- A. any taxes on the Equipment which become due or payable as assessed during the term of this Agreement and any other governmental charges or impositions of any sort whatsoever, foreseen or unforeseen;
- B. any and all taxes which may be incurred by Lessor relating to or by virtue of the ownership interest of either thereof in the Equipment and any and all costs incurred by Lessor in preserving its ownership interest in the

Equipment free and clear from all encumbrances other than those created pursuant to this Agreement, including legal expenses; and

- C. all costs, expenses, liabilities, obligations, and other payments which City has agreed to pay or assume under the provisions of this Agreement.

Section 3.3. Payments of basic rent shall be made to Lessor by City remitting the same directly to Lessor. Payments of additional rent specified in Section 3.2 hereof shall be made by City remitting the same directly to the respective payees.

Section 3.4. The City shall have the right to make prepayment of the principal installments due hereunder at any time in whole, provided that at the time of such prepayment all accrued but unpaid interest on each installment is paid in full. The City may also make prepayments in part of the principal installments due hereunder at any time, provided that all accrued but unpaid interest attributable to such prepaid increment of principal shall also be paid in full at the time of such prepayment. Any such partial prepayment shall be applied first to the last installment or installments of the lease-purchase rental payments falling due after such prepayment shall be reduced in an amount equal to the interest attributable to the amount of principal prepaid.

ARTICLE IV ACQUISITION DEPOSIT

Section 4.1. Upon execution of this Agreement, Lessor shall make the Acquisition Deposit by delivering the same to the City Treasurer or by delivering the funds directly to the vendor for the Equipment. The Acquisition Deposit shall be for the purpose of providing monies to enable the City to acquire the Equipment. The City may combine the Acquisition Deposit with other funds of the City but shall use all of such monies exclusively to pay for the acquisition of the Equipment. The monies held in the Acquisition Fund shall be fully insured by insurance of the Federal Deposit Insurance Corporation or fully collateralized in the manner required by law for deposits of funds of a City.

Section 4.2. Any dispute with the warrantor retained by the City concerning the Equipment may be adjusted and settled by City and such warrantor without the involvement of Lessor so long as such adjustments and settlements do not result in any reduction or modification of the rental due hereunder or affect the other rights of Lessor provided for hereunder. City shall be liable and make payment to such vendor and all other persons for any judgment, claim or liability in connection with the Equipment in excess of the Acquisition Deposit.

Section 4.3. This Agreement shall not be amended or rescinded without the written consent of Lessor except that the warrantor and City may alter or change provisions of the acquisition to provide for changes or modifications in the equipment provided that any additional costs related to such changes shall be borne by City to the extent that there are not monies in the Acquisition Deposit available for such purpose.

ARTICLE V
COVENANTS OF CITY

Section 5.1. City covenants that it is a duly existing City of the First Class of the State of Nebraska with full and lawful power and authority to enter into this Agreement as a lease-purchase agreement pursuant to Section 19-2421, R.R.S. Neb. 2012, and that it has taken all actions necessary to validly enter into this Agreement.

Section 5.2. Lessee covenants that the lease-purchase rentals payable under this Agreement do not exceed any limitation imposed by law.

Section 5.3. Until the lease-purchase rentals due hereunder are fully paid, City covenants and agrees to make and continue to make for so long as permitted by law an annual levy on the taxable property in the City, within all statutory limits, which will be sufficient, along with any other funds available for the purpose, to enable City to pay all basic and additional rent as and when the same become due, and to take all action required to provide funds to make rental payments as herein required.

Section 5.4. City covenants and agrees that it will observe all budget and spending limitations now or hereafter imposed by law in such a manner that a sufficient portion of its tax levy or other monies shall be lawfully available to pay all rentals due under this Agreement.

ARTICLE VI
REPAIRS, MAINTENANCE AND ALTERATIONS

Section 6.1. City shall keep the Equipment in good condition and repair.

Section 6.2. City shall have the right, at its own expense, to make additions, alterations, and changes in or to the Equipment. All alterations, additions and improvements to the Equipment shall be deemed a part of the Equipment subject to this agreement, and, upon final payment of all rental obligations under this Agreement, shall become the property of City pursuant to the provisions of Article I of this Agreement as a part of the Equipment.

Section 6.3. It is the intention of the parties hereto that this Agreement shall be construed as a net lease-purchase agreement and that Lessor shall have no obligation for any costs related to the Equipment in excess of monies held in the Acquisition Deposit.

Section 6.4. CITY HEREBY EXPRESSLY AGREES THAT LESSOR SHALL NOT BE LIABLE FOR ANY DEFECT IN THE EQUIPMENT OR IN THE ASSEMBLY THEREOF AND THAT LESSOR HAS MADE NO WARRANTIES, EXPRESS OR IMPLIED WITH RESPECT TO THE EQUIPMENT OR THE ACQUISITION THEREOF AND SHALL NOT BE HELD RESPONSIBLE BY CITY BY SET-OFF, ABATEMENT OR OTHERWISE FOR ANY WARRANTIES OR OTHER LIABILITIES ON THE PART OF ANY VENDOR WITH RESPECT TO THE EQUIPMENT. CITY AGREES THAT ALL RENTALS PAYABLE HEREUNDER SHALL BE AND REMAIN PAYABLE HEREUNDER WITHOUT REGARD TO ANY DEFECT IN THE EQUIPMENT OR ANY PART THEREOF.

ARTICLE VII
INSURANCE

Section 7.1. Through the term of this Agreement, City shall, at City's expense, keep the Equipment insured or cause the Equipment to be kept insured against loss or damage by fire and extended coverage perils in an amount not less than the full replacement value thereof, with such insurance to be under policies issued by responsible insurers authorized to do business in the State of Nebraska; provided, however, that such insurance policy or policies may provide that no payment shall be made thereon for any claims thereunder of less than \$1,000. Such insurance policies shall name Lessor and City as insureds as their respective interests may appear, but so long as the City is not in default hereunder, any loss shall be adjusted by and be paid to the City.

Section 7.2. Upon occurrence of any damage covered by the insurance required by Section 7.1 hereof, the proceeds of such insurance shall be used to repair or replace the Equipment as may be determined upon by City. City agrees that if the available proceeds of insurance are insufficient to fully restore the Equipment to the condition existing prior to the loss, such insufficiency shall not constitute any default of Lessor or Lessor shall have no responsibility to provide funds for such purpose beyond the funds available from such insurance, and further that such insufficiency shall not relieve City of the responsibility for payment of all lease-purchase rentals provided for herein.

ARTICLE VIII
INSPECTION OF EQUIPMENT BY LESSOR

City shall permit Lessor to inspect the Equipment during usual business hours for purposes of inspections which may be reasonably necessary for the protection of the Lessor's interest in the Equipment.

ARTICLE IX
USE OF EQUIPMENT

City shall, during the term of this Agreement, promptly comply with all valid statutes, laws, ordinance, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Equipment as to the manner or use or the condition of the Equipment. City covenants that the Equipment is for the exclusive use of the City.

ARTICLE X
INDEMNIFICATION OF LESSOR

City shall indemnify and save Lessor harmless against and from all claims by or on behalf of any person, firm, or corporation arising from the Lessor's acquisition and ownership of any interest in the Equipment, including but not limited to:

- A. any condition of the Equipment;
- B. any breach or default on the part of City in the performance of any of its obligations under this Agreement;
- C. any act or negligence of City or of its officers, agents, contractors, servants, employees, or licensees; or
- D. any accident, injury or death of any person or damage to any property occurring as a result of any condition or use of the Equipment.

City shall indemnify and save Lessor harmless from and against all costs and expenses incurred in or in connection with such claim arising as aforesaid; or in connection with any action or proceedings brought thereon, and upon notice from Lessor, City shall defend the Lessor in any such action or proceedings brought thereon, and upon notice from Lessor, City shall defend the Assignee in any such action or proceeding. In addition to the foregoing and notwithstanding anything contained in this Agreement which might be construed to the contrary, City covenants and agrees to indemnify and save Lessor harmless, to the extent permitted by law, with respect to any pecuniary liability to which it might become subject as a consequence of the performance by it or City of any act in compliance with the terms and provisions of this Agreement.

ARTICLE XI
LESSOR'S PERFORMANCE OF LESSEE'S OBLIGATIONS

If City shall fail to keep or perform any of its obligations as provided in this Agreement, then Lessor may (but shall not be obligated to do so) upon the continuance of such failure on City's part for thirty (30) days after written notice to the City and without waiving or releasing the City from any obligation, as an additional but not exclusive remedy, make any payment or perform any obligation, and all sums paid by Lessor in performing such obligation shall be deemed additional rent and shall be paid to Lessor on demand, or, at Lessor's option, may be added to any installment of basic rent thereafter falling due, and if not so paid by the City, Lessor shall have the same rights and remedies as in the case of default by the City in the payment of basic rent.

ARTICLE XII
DAMAGE OR DESTRUCTION

Section 12.1. If the Equipment shall be damaged from any cause whatsoever, City shall, at City's expense, promptly and with reasonable diligence proceed to repair, replace or reconstruct the Equipment to the extent required so that, in the judgment of City, the Equipment shall be suitable for use for its purposes. Insurance money may be used for such repair, replacement or reconstruction as provided in Article VII hereof.

Section 12.2. No damage to or destruction of the Equipment or any part thereof from any cause whatsoever shall reduce or affect City's obligation to pay basic and additional rental as provided in this Agreement.

ARTICLE XIII
ASSIGNMENTS AND SUB-LEASES

City may not assign its rights under this Agreement or sublet the Equipment or any part thereof. Lessor may at any time by notice in writing to City assign and transfer its rights under this Agreement upon presentation and surrender of this Agreement to the City's Treasurer as provided in Section 15.3 of Article XV hereof.

ARTICLE XIV
DEFAULT PROVISIONS

This Agreement is made on condition that if:

- A. City defaults in the due and punctual payments of basic rent or additional rent and such default continues for a period of thirty (30) days after City's receipt of notice of such nonpayment from Lessor; or
- B. City defaults in the performance of any other covenants or obligations herein performed, and City fails to remedy the same within sixty (60) days after Lessor has given City written notice specifying such default (or within such additional period, if any, as may be reasonably required to cure such default if it is of such nature that it cannot be cured within said 60-day period because of any cause beyond the control of the City);

then Lessor may, at Lessor's election, then or at any time thereafter while such event of default shall continue, give City written notice of intention to terminate this Agreement, and the term herein provided for on a date specified therein, which date shall not be earlier than thirty (30) days after such notice is given, and if all defaults have not been cured on the date so specified, then City's rights to possession of the Equipment shall cease and the term hereof and this Agreement shall thereupon be terminated, and Lessor may take full possession of the Equipment and may take such actions deemed appropriate by it to recover the balance of all sums due and owing to the Lessor under the terms of this Agreement, including any legal expenses incurred by Lessor in connection with enforcing its rights hereunder, and the remaining balance of rentals due under this Lease-Purchase Agreement and may hold City liable for any deficiency, to the extent permitted by law. City covenants that there shall be no owner or encumbrancer other than City itself to whom Lessor may be liable for reimbursement for any such damage to the Equipment and, in the event that Lessor should be liable for any such reimbursement to other encumbrancers, City shall hold Lessor harmless from such liability and any and all expenses of Lessor with respect to such liability. In addition, the Lessor shall have all rights and remedies of a secured party under the Nebraska Uniform Commercial Code with respect to the Equipment or any part thereof. Anything in this Agreement to the contrary notwithstanding, the remedies

available to Lessor relating to repossession as described above shall not be construed to preclude direct enforcement by legal proceedings of City's obligation to pay basic rent and additional rent hereunder and the above described remedies of repossession shall be construed as merely supplemental to such direct enforcement of City's obligation to pay basic rent by legal proceedings.

ARTICLE XV
MISCELLANEOUS

Section 15.1. Lessor and City shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding the availability of any adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity. The specific remedies provided for in this Agreement are cumulative and not exclusive of any other remedy. The failure of any part or Lessor to insist in any one or more cases upon strict performance shall not be construed as a waiver or relinquishment for the future. No acceptance of rent with knowledge of any default shall be deemed a waiver of such default.

Section 15.2. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case, for any reason, such circumstances shall not have the effect of rendering the provision in question inoperative and unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained, invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or paragraphs in this Agreement contained shall not affect the remaining portions of this Agreement or any part hereof.

Section 15.3. This Agreement shall constitute an obligation of the City in registered form and shall be initially registered by the Treasurer of the City in the name of Lessor. Any subsequent transfer or assignment of this obligation or the rights to payment hereunder shall be made only with the written consent of City and only upon presentation of the original copy of this Agreement delivered to Lessor for notation of registration of transfer upon such copy and any such transfer shall also be noted upon separate books of record kept by said Treasurer.

IN WITNESS WHEREOF, Jones Bank, Seward, Nebraska, as Lessor, has caused this Agreement to be signed in its name and behalf by its authorized officer, and the City of Seward, in the County of Seward, in the State of Nebraska, as Lessee, has caused this Agreement to be signed in its name and behalf by the Mayor and Clerk, this Agreement to be effective as of December 4, 2020, regardless of the actual date of execution.

JONES BANK, Seward, Nebraska

By: _____

Title: _____

CITY OF SEWARD, IN THE COUNTY OF SEWARD, IN THE STATE OF NEBRASKA

ATTEST:

Mayor

City Clerk

(S E A L)

CERTIFICATE OF MAYOR AND CLERK
OF THE CITY OF SEWARD,
IN THE COUNTY OF SEWARD,
IN THE STATE OF NEBRASKA

Joshua Eickmeier and Bonnie Otte hereby certify that they are the Mayor and Clerk respectively, of the City of Seward, in the County of Seward, in the State of Nebraska, and they executed on behalf of said City the Lease-Purchase Agreement (the “Lease-Purchase Agreement”) between Jones Bank, Seward, Nebraska, as Lessor, and said City as Lessee, dated December 4, 2020.

The undersigned further certify that no controversy or litigation is now pending or threatened involving the execution by said City of the Lease-Purchase Agreement or other matters relating to the transaction described in the Lease-Purchase Agreement; that said Ordinance has not been amended or repealed and is now in full force and effect; and that no petitions for referendum with respect to any measure included in the proceedings related to said Lease-Purchase Agreement have been filed in the office of the City Clerk as of the date hereof.

The undersigned further certify that the City has not received notice of assignment with respect to the Lease-Purchase Agreement or rights thereunder from any other person or entity whatsoever.

IN WITNESS WHEREOF, we have affixed our respective official signatures as of the 4th day of December, 2020.

Mayor

City Clerk

RECEIPT AND ACKNOWLEDGMENT
OF JONES BANK
SEWARD, NEBRASKA

JONES BANK, Seward, Nebraska, hereby acknowledges receipt from the City of Seward, in the County of Seward, in the State of Nebraska, of an executed copy of that Lease-Purchase Agreement by and between said City dated as of December 4, 2020.

IN WITNESS WHEREOF the Bank has caused this Receipt to be executed by its duly authorized officer this December 4, 2020.

JONES BANK, Seward, Nebraska

By: _____

Title: _____

To: Honorable Mayor and City Council
City of Seward, Nebraska

Jones Bank in Seward, Nebraska, does hereby appoint the Mayor and Council of the City of Seward, Nebraska, as the purchasing agent for the purpose of purchasing a Toro Reelmaster 3555-D mower and attachments, which equipment shall be acquired by the City of Seward from Jones Bank through the execution of a Lease-Purchase Agreement.

DATED this 1st day of December, 2020.

JONES BANK, Seward, Nebraska

By: _____

Its: _____

**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.

Part I Reporting Authority Check box if **Amended Return**

1 Issuer's name		2 Issuer's employer identification number (EIN)	
3 Number and street (or P.O. box if mail is not delivered to street address)			Room/suite
4 City, town, or post office, state, and ZIP code		5 Report number (For IRS Use Only)	
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: a single issue or a consolidated return

8a Issue price of obligation(s) (see instructions)	8a	
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 ▶		<input type="checkbox"/>
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) ▶		<input type="checkbox"/>
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 _____ Type or print name and title _____

Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Firm's name ▶	Firm's EIN ▶			
	Firm's address ▶	Phone no.			

General Instructions

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

What's New

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at www.irs.gov/form8038. Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

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 Obligations.

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 line 11 instructions).

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not 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 second 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 15th 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 is not due to willful neglect. Type or print 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 was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not 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, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Private delivery services. You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These private delivery services 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 private delivery service 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.

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 is not 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 is not 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 are not 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 does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

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 does not 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. Do not 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 8a. 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 8b. For a single issue, enter the date of issue (for example, 03/15/2010 for a single issue issued on March 15, 2010), 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 2010, enter 01/01/2010).

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.

Do not 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 does not 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. Do not 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 print 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 in 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 in 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 should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not 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 average time is:

Learning about the law or the form	4 hr., 46 min.
Preparing the form	2 hr., 22 min.
Copying, assembling, and sending the form to the IRS	2 hr., 34 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this address. Instead, see *Where To File*.

CERTIFICATE WITH RESPECT TO TAX MATTERS

The undersigned hereby certifies that the undersigned is the City Treasurer of the City of Seward, in the County of Seward, in the State of Nebraska, and hereby further certifies as follows:

1. The City is issuing and delivering simultaneously with the delivery of this Certificate \$47,458.73 in principal amount of its Lease-Purchase Agreement, dated December 4, 2020 (herein called the "Agreement") between the City and Jones Bank, Seward, Nebraska (the "Lessor"). The Agreement is being issued for the purpose of purchasing a Toro Reelmaster 3555-D mower and attachments (the "Project"). The Agreement will be sold at its par value of \$47,458.73.

2. The City has entered into a contract for the acquisition of the Project which contract is a substantial binding obligation of the City. Such contract obligates the City to make payments with respect to the Project in excess of 5% of the net sale proceeds of the Agreement. Acquisition of the Project is expected to be completed within 90 days after the date of this Certificate.

3. The City does not now intend nor have reasonable expectations to sell or otherwise dispose of the Project prior to the maturity of the Agreement. The expected remaining economic life of the Project exceeds 15 years. The weighted average maturity for the Agreement is 2.413 years.

4. The City has agreed to make lease-purchase rentals payable to Lessor until such lease-purchase rentals are fully paid. The City covenants and agrees to make and continue to make for so long as permitted by law an annual levy on the taxable property in the City, within all statutory limits, which will be sufficient, along with any other funds available for the purpose, to enable City to pay all basic and additional rent as and when the same become due, and to take all action required to provide funds to make rental payments as herein required.

5. The City has not been notified of any listing of it by the Internal Revenue Service as an issuer that may not certify its bonds.

6. To the best of my knowledge, information and belief, the above expectations are reasonable.

7. This Certificate is being executed and delivered pursuant to Section 1.148-2(b)(2) of the Income Tax Regulations under the Internal Revenue Code of 1986, as amended, and to show compliance with the Internal Revenue Code of 1986, as amended and the undersigned Treasurer is one of the officers of the City charged by the ordinance authorizing the issuance of the Agreement with the responsibility for issuing the Agreement.

8. The City states that it is the intent that such Project through the execution of the Agreement shall be used for public purposes of the City and that the amount of basic rent due under said Agreement attributable to interest which shall be paid over the term of said Agreement shall be excludable from the gross income of the registered holder of the lease under the federal income tax by virtue of Section 103(a) of the Internal Revenue Code of 1986, as

amended, and sections related thereto, and the officers of the City are hereby authorized to take all actions necessary and appropriate to carry out said intention. The City designates said Agreement as its “qualified tax-exempt obligations”, pursuant to Sections 165(b)(3)(B)(i)(iii) of said Code and covenants and warrants that it does not anticipate issuing tax-exempt obligations in calendar 2020 in an amount in excess of \$5,000,000.

DATED this 4th day of December, 2020.

City Treasurer



November 10, 2020

City of Seward
537 Main St. Suite 2
Seward, NE 68434
C/O Nick Wolf

Dear Nick,

For over 137 years Jones Bank has served the banking and financial needs of residents in and around the City of Seward and Seward County. Our strength is attributed to our customers and is one reason why we are here today still serving our customers' needs. As the county has grown so too have the local financial institutions. Our growth is directly related to the growth of the county.

Jones Bank will make a formal bid and proposal on financing:

Forty Seven Thousand, Four Hundred-Fifty Eight Dollars and 73/100 (\$47,458.73) for the purchase of a Toro Reelmaster 3555-D Mower. The quoted rate is based upon the project being qualified as a "tax exempt obligation" to the bank. The bank will require a tax-exempt obligation opinion prepared by bond or legal counsel, and such cost, along with any other associated legal costs incurred with this transaction, will be covered by the City of Seward. Terms of the transaction are as follows:

Rate:	2.13% tax free fixed rate
Term:	5 years, annual Principal & Interest. First payment due April 30, 2021

The advance of loan funds will come directly from Jones Bank and payment on the loan will be made directly to Jones Bank as well.

Should you have further questions, please feel free to call.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rick Gray".

Rick Gray
Commercial Loan Officer

09/10/2020

Dan Kahler
 Superintendent
 Seward Country Club
 PO Box 305 Seward, Nebraska 68434-0305
 United States

Dear Dan Kahler,

Thank you for your interest in Midwest Turf & Irrigation, Inc.. Per your request, I am pleased to submit this proposal.

Qty	Model	Description	MSRP	Omnia IPA Pricing
1	03820	Reelmaster 3555-D	\$44,579.00	
1	30671	Universal Sunshade, Red	\$824.00	
1	03406	5 Inch Powered Rear Roller Brush For Cutting Units Without Groomers (Kit Of 5)	\$3,396.00	
5	03487	22 Inch 5 Inch 8 Blade (RR) Radial Reel EdgeSeries	\$17,005.00	
			\$65,804.00	\$51,458.73

Trade-In = \$4,000.00

Final Price = \$47,458.73

Tax Not Included

All pricing is valid for thirty (30) days.

Time of delivery may vary; please check when placing order.

If you have any questions; please don't hesitate to call.

Sincerely,

Jim Mohs
 Commercial Sales
 14201 Chalco Valley Parkway



Count on it.

Omaha, NE 68138
(402) 290-9268
jmohs@midwestturf.net

Date:

Dave Honz, Program Representative
Nebraska Department of Economic Development
PO Box 94666
Lincoln, NE 68509-4666

Re: City of Seward, 17-DTR-107 - Request for Contract Amendment/Extension

Dear Mr. Honz:

At the December 1, 2020, City Council meeting, I was authorized by the Council to request a contract extension for the City's Downtown Revitalization project. This request is a result of a delay in the construction process due to the COVID-19 pandemic, availability of contractors, supply chain disruptions, which resulted in scheduling issues and other unforeseen contractor delays. These delays have made it impossible to complete the final projects prior to the current contract end date of November 8, 2020.

The City of Seward respectfully requests your approval of a CDBG contract amendment to extend the project completion date for the project to February 26, 2021. This extension will allow the City to complete all project goals and to utilize the funds as expected.

As Mayor of the City of Seward, I certify to the following:

1. The Seward City Council has approved this request for extension at their meeting on December 1, 2020.
2. Issues causing delays have been evaluated and steps will be implemented in the future to avoid any future amendment requests for similar reasons. A revised implementation schedule to continue this project through the requested extension date is enclosed.
3. No change in proposed accomplishments.

If you have questions, or need further information, please contact our City Office at 402-826-4312 or the CDBG Project Administrator, Tom Bliss, SENDD, 2100 Fletcher Ave, Ste. 100, Lincoln, NE 68521, 402-475-2560, tbliss@sendd.org.

Sincerely,

Joshua Eickmeier
Mayor

Enclosure: CDBG Contract Amendment Request Form/Revised Implementation Schedule
Cc: SENDD

CDBG CONTRACT AMENDMENT REQUEST FORM

This form must be completed and submitted to the Nebraska Department of Economic Development when making a contract amendment request. Complete the sections for each type of amendment requested. Along with this form, you are required to submit all attachments identified under the applicable amendment type.

CDBG Grant # _____ Grantee _____

DED Program Representative _____

By completing this form, I confirm that this project is current on all reporting requirements.	
Name, Organization _____	
Email _____	
Requesting Amendment # _____	Date of Last Project Status Report: _____

Extension of Contract End Date

Original Contract End Date _____
Current Contract End Date including any previously approved extensions _____
Proposed Contract End Date _____

Required Attachments

Attachment 1: Letter from the Chief Elected Official including:

1. Certification that the local governing body has approved the extension.
2. Identification and reasons for the proposed amendment, including:
 - a. Changes to the nature of the project requiring the amendment;
 - b. Steps implemented to avoid any future amendment requests for the same reasons.
3. Where additional local matching funds are required due to this extension, certification that such funds are available.

Attachment 2: Revised implementation schedule showing completion of major milestones for all activities.

Decrease in proposed accomplishments

Original Proposed Accomplishments _____ Amended Proposed Accomplishments _____

Required Attachments

Attachment 1: A letter from the Chief Elected Official including:

1. Certification that the local governing body has approved the decrease in proposed accomplishments;
2. Identification and reasons for the proposed amendment; including
 - a. Changes to the nature of the project requiring the amendment;
 - b. Steps implemented to avoid any future amendment requests for the same reasons.
3. If additional local matching funds are required due to this decrease, certification that such funds are available.

Attachment 2: Revised implementation schedule showing completion of major milestones for all activities.

Amendment to Housing Program Guidelines

Required Attachments

Attachment 1: Letter from the Chief Elected Official including:

1. Certification that the local governing body has approved the amendment to the housing program guidelines;
2. Identification and reasons for the proposed amendment;
3. If additional local matching funds are required due to this amendment, certification that such funds are available.

Attachment 2: If the housing program guidelines amendment will affect major milestones, a revised implementation schedule showing completion of major milestones for all activities.

Attachment 3: A complete copy of the proposed revised housing program guidelines.

Budget/Sources and Uses Amendment

Original Contract Budget Approved

Activity Name	Activity Number	CDBG Funds	Other Funds	Total Funds
Total				

Proposed Budget After Amendment

Activity Name	Activity Number	CDBG Funds	Other Funds	Total Funds
Total				

Required Attachments

Attachment 1: Letter from the Chief Elected Official including:

1. Certification that the local governing body has approved the budget amendment;
2. Identification and reasons for the proposed budget amendment; including
 - a. Changes to the nature of the project requiring the amendment;
 - b. Steps implemented to avoid any future amendment requests for the same reasons.
3. If additional local matching funds are required due to this amendment, certification that such funds are available.
4. If the amendment includes a new activity, certification that the activity meets the national objective.

Attachment 2: Minutes from the public hearing held on the proposed amendment (required if reallocating more than 10% of the total original grant amount).

Attachment 3: If the budget amendment will affect major milestones, a revised implementation schedule showing completion of major milestones for all activities.

Attachment 4: Certification of re-evaluation of the environmental assessment (this form is included in the CDBG Administration Manual Chapter 6 – Environmental Review).

FOR DED USE ONLY			
Program Representative Recommendation: <input type="checkbox"/> approve <input type="checkbox"/> deny <input type="checkbox"/> consultation	Initials	Date	
	Signature		
Date amendment request received	Printed Name/Title		
<input type="checkbox"/> approved <input type="checkbox"/> denied	Date		

CITY ADMINISTRATORS REPORT – 12/1/20

- Unified Command Team Meetings with Four Corners Health (weekly).
- Community Covid Call conducted by Four Corners Health for Seward County.
- Monitoring a number of street projects (East Seward Street, Waverly Road, Karol Kay).
- Numerous Covid-19 response to inquiries and issues.
- Monitoring weekly/daily Governor’s press conferences for updates and change to regulations.
- Conducted Police Chief candidate interviews with Mayor Eickmeier and Beatrice Police Chief Bruce Lang.
- Worked on Wastewater Plant Outfall Easements with City Attorney.
- Worked with final DTR Projects.
- Attended online meeting for Maternal Child Health Grant – Four Corners Health Department to review checkout project, trail station project, and wellness center project.
- Filed CARES ACT reimbursement for presumptive costs for Police Department from March 1, 2020 thru May 31, 2020.
- Numerous personnel matters.
- E911 Meeting preparation.
- Assisted with Audit items for online/electronic review.
- Worked with Electric Superintendent on plans for new Electric Study.
- Closing on Cornerstone Addition/Muller items related to the Ash Street Substation.

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

Police Department

- Holiday “Reverse” Parade, Saturday November 28th from 5-6pm at Seward High School.
- Target goals.

Clerk’s Office

- Distributing and adding posters available for the Open Meetings Act.
- Chief of Police Vacancy Process Continuing.
- Working with employees to sign and return form for the First Amendment to Employee Handbook.
- Tree City USA Application.

Water/Wastewater Department

- Go over electrical controls on new pump with contractor on site.
- Piping in suction line on new pump.
- Review of items remaining on winterizing water services.
- Jet truck combo demo.

Parks and Rec/Cemetery/Golf/Pool

- Grinding stumps.
- Trimming trees at City Hall.
- Fixing the fence in the alley at City Hall.
- Getting ready for baseball field crowning.
- Mulching leaves when possible.

Electric Department

- Set poles on Lindell.
- Christmas decorations.
- Set up Santa’s house.

Street Department

- Make tree stump list for calling One Calls.
- Clean up burn site.

- One calls.
- Street cleaning (leaves).

Library

- Review social fund/set up to work for library staff management.
- Promote change in hours that the library is open to the public.
- Distribute StoryWalk posters and create cards, etc.

Building Inspection/Planning Department

- The Walmart plan review is complete. Walmart is updating the photo lab, dressing rooms, storage room coolers and freezers, expanding the breakroom, training room, adding a nursing room, updating restrooms, reworking the front check-out area with a pick-up kiosk, and adding more reserved parking for pick-up in the parking lot.
- Inspections and plan reviews.
- Working on Permit Tech and Building certification testing materials.
- Property maintenance complaint follow ups.
- Tiny Home regulation research.

Engineering

- ULDO updates for Article 40 Circulation Design, road design, storm sewer design, sanitary sewer design and typical details.
- Develop RFQ for WWTP Upgrade.
- Submittals, future pre-construction meeting for WWTP Outfall.
- Streetlight installation with Windstream and Northern Natural Gas for Waverly Road.
- Verify completion of all work except seeding for East Seward Avenue.

Finance Department

- Remaining audit requests.
- Notification of annual audit for NDED.
- Complete remaining year-end procedures.