



**CITY OF SEWARD  
City Council  
Regular Meeting  
Agenda**

---

**Tuesday, November 2, 2021**

**7:00 PM**

**Council Chambers at the Municipal  
Building**

---

**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, November 2, 2021, in the Council Chambers, 142 7th Street, Seward, Nebraska in which the 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.

**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 October 19, 2021 Meeting - City Clerk Bargmann

October 19, 2021

The Seward City Council met at 7:00 p.m. on Tuesday, October 19, 2021 with Mayor Joshua Eickmeier presiding and City Clerk Derek Bargmann recording the proceedings. Upon roll call, the following Councilmembers were present: Ellen Beck, Alyssa Hendrix, Sid Kamprath, Jessica Kolterman, Karl Miller, John Singleton, Matt Stryson, Jonathon Wilken. Councilmembers Absent: None. Other officials present: City Administrator Greg Butcher, City Attorney Kelly Hoffschneider, Building/Zoning & Code Enforcement Director Tim Dworak and Police Chief Brian Peters.

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, Municipal Building, Seward County Courthouse, CityofSewardNE.com, 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 Council Chambers of the Municipal Building 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.

APPROVAL OF MINUTES OF OCTOBER 5, 2021 COUNCIL MEETING

Councilmember Singleton moved, seconded by Councilmember Kolterman, that the minutes of the October 5, 2021 City Council meeting be approved.

Aye: Beck, Hendrix, Kamprath, Kolterman, Miller, Singleton, Stryson, Wilken.

Nay: None.

Absent: None. Motion carried.

CONSENT AGENDA CONSIDERATION ITEMS

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

1. Claims & Payables Reports

CLAIMS LIST  
10-19-21

COUNCIL MEETING

October 19, 2021

Abbreviations: BE, Benefits; BU, Building Upkeep; CI, Capital Improvements; DO, Donations; EQ, Equipment; EX, Expense; FA, Fixed Asset; GS, Gas; GU, Ground Upkeep; IT, Technology; IV, Inventory; MA, Maintenance; MC, Miscellaneous; MH, Merchandise; MI, Mileage; ML, Meals; MS, Memberships; OI, Oil; OP, Operations; PO, Postage; PU, Publications; RE, Repairs; RI, Reimbursement; SA, Salaries, SE, Services; SL, Sales; ST, Sales Tax; SU, Supplies; TG, Training; TO, Tools; TR, Transfer; UN, Uniforms; UT, Utilities,

ADE	SU	100.00
AKRS Equipment	RE	414.96
All Copy Products Inc	MA	42.54
Almquist Maltzahn Gallowa	SE	3,650.00
ARPS	CI	5,565.75
Badger Meter	OP	150.78
Baldinger Charlotte	MI	24.64
Berens-Tate Consulting Gr	MC	3,000.00
Bishop Michael	OP	90.00
Bizco Technologies	SE	5,860.53
Black Hills Energy	UT	346.36
Blackstrap Inc	MA	3,454.00
Bode Adam	OP	90.00
Border States Industries	IV	1,987.98
Brandl John	OP	90.00
Brunckhorst Kent	OP	90.00
Campbell Cleaning	SE	2,000.00
Capital Business-Cheyenne	MA	18.49
Cerny Dan	OP	90.00
Chelewski Kent	OP	90.00
Cihal Alan F	OP	90.00
City Seward Library Petty	PO	243.67
City Seward Merchant Serv	SE	3,543.62
City Seward Payroll Accou	SA	145,801.52
City Seward Perpetual Fd	SL	1,200.00
City Seward Petty Cash Fu	SU	86.52
Continental Fire/Alarm/De	SE	455.00
Core Carson	SE	75.00
Core Robert	OP	90.00
Designwear Inc	UN	316.00
Eakes Office Solutions	SU	207.76
Ehlers Electronics	RE	570.00
Farmers Coop Seward	GS	4,690.94
Fast Mart	GS	62.38
Fastenal Company	SU	184.47
Fisher Zachary G	OP	90.00
Gehring Construction	CI	479,357.46
General Fire & Safety Equ	SE	120.00
Gerhold Concrete Co Inc	RE	281.34
Gh Lawn & Tree Service	SE	850.00
Gleason Logan	OP	90.00
Gworks	SE	10,062.00
H & S Plumbing Heating &	BU	1,497.84
Hans Jared	OP	90.00
Hansen Dan	OP	90.00
Hauder Alex	OP	90.00
Herald Cody	OP	90.00
Hobson Automotive & Tire	RE	1,620.27
Hochstein Jared	OP	90.00

October 19, 2021

Hoffschneider Law Pc Llo	SE	250.00
Home Depot Pro	SU	79.25
Hornung's Golf Products	MH	79.01
Husker Electric Supply Co	IV	12,167.04
Hydraulic Equipment Servi	RE	110.62
J E O Consulting Group In	SE	2,634.80
Jackson Services Inc	SU	60.64
Jacobsen Rock & Gravel	CI	2,671.26
Janicek Gary M	OP	90.00
John Henry's	RE	666.20
K & Z Distributing	SU	156.70
Kahler Daniel S	OP	90.00
Kocian Tyler	OP	90.00
La Quinta Inns & Suites	TG	404.85
Last Mile Network Consult	IT	90.00
Lintt Mark	OP	90.00
Mailand's Clothing	UN	230.00
Menards North	GU	2,051.77
Metering & Technology Sol	IV	3,307.32
Mid-American Benefits Inc	BE	963.65
Midwest Auto Parts	RE	54.92
Midwest Automotive	RE	162.14
Midwest Laboratories Inc	MA	1,559.17
Miers Robert M	SE	240.00
Municipal Supply Omaha	IV	926.86
Nebraska Liquor Control	MC	45.00
Nebraska Treasurer-Unclai	MC	214.48
Niemann's Port-A-Pot LLC	SE	365.00
Norris Public Power Distr	UT	1,157.50
Northern Safety Co Inc	SU	252.33
Oborny Tanner	OP	90.00
O'Kief John F	OP	90.00
Olsson	SE	14,035.58
One Call Concepts Inc	SE	148.89
O'Reilly Automotive Inc	SU	33.96
Orscheln Farm & Home	SU	1,079.78
Pac 'N' Save Discount Foo	ML	3,288.57
Paper Tiger Shredding	SE	30.00
Parra Andrew/Tonya	MC	35.00
Pecka Brook	OP	90.00
Pedersen Brent	OP	90.00
Pitney Bowes Reserve Acco	PO	4,500.00
Police Officers Assoc Neb	MS	165.00
Policky Brandon A	OP	90.00
Pollak Douglas W	OP	90.00
Pro-Tint	BU	275.40
Quality Brands Of Lincoln	SU	501.90
Quill Corp	SU	29.97
Rathjen Shad	OP	90.00
Regulatory Compliance Ser	MA	395.00
Ruether Larry L	OP	90.00
Schemmer Architects Engin	CI	28,681.88
Seward County Chamber & D	MS	69,678.03
Seward County Clerk/Reg D	SE	66.00
Seward County Independent	PU	1,115.96
Seward Electronics	SU	68.01
Seward Lumber & Home Cent	GU	1,171.60
Seward Wind LLC	UT	33,658.75

October 19, 2021

Siteone Landscape Supply	SU	418.98
Skarshaug Testing Laborat	SE	345.44
Soukup Rich	SE	150.00
Southeast Ne Dev District	MS	4,500.00
St Louis Michelle	OP	90.00
State Distributing Co	SU	182.10
Tillotson Enterprises	GU	3,152.00
Top Shape Tree Llc	SE	5,985.00
Towle Faith/Tj	SE	75.00
U S A Bluebook - Cust 812	RE	374.75
Uribe Refuse Services Inc	SE	10,002.67
Vancura Brad	SE	150.00
Verizon Wireless	SE	258.84
Watson Wendell B	OP	90.00
Web Cemeteries	FA	12,234.50
Wesco Distribution Inc	IV	5,513.71
White Cap	CI	5,570.20
Windstream Nebraska Inc	SE	1,951.31
Woods & Aitken Llp	SE	244.00
York Equipment	EQ	189.96
Zee Medical Service Inc	SU	21.40
CLAIMS TOTAL		\$921,631.47

2. City Treasurer Report
3. City Codes Director Report
4. Police Department Report

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

#### **PUBLIC HEARINGS**

1. CONSIDERATION OF ACQUISITION OF REAL ESTATE COMMONLY REFERRED TO AS 216 N 8<sup>TH</sup> STREET AND LEGALLY DESCRIBED AS THE NORTH HALF (N 1/2) OF LOT SEVEN (7) AND THE WEST 20 FEET OF THE NORTH HALF (W 20' N 1/2) LOT EIGHT (8), BLOCK THIRTY-NINE (39), CLOYD'S ADDITION TO THE CITY OF SEWARD, SEWARD COUNTY, NEBRASKA FROM JEROME AND VICTORIA GLASER

City Administrator Butcher mentioned that the proposed purchase of the property would represent the last of the three properties that will be utilized for construction of the new water tower. The amount of purchase is \$167,500 and the property was appraised previously pursuant to State statute. The owners plan to move the home from the property.

Councilmember Hendrix requested to abstain from vote on the item due to a conflict of interest.

Mayor Eickmeier opened the public hearing at 7:03 p.m. With no public comments, Mayor Eickmeier closed the public hearing.

A. CONSIDERATION OF A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO THE ACQUISITION OF REAL ESTATE

Councilmember Kolterman introduced the following resolution:

October 19, 2021

**RESOLUTION NO. 2021-22**

**CITY OF SEWARD, NEBRASKA  
A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SEWARD, NEBRASKA  
AUTHORIZING THE ACQUISITION OF CERTAIN REAL PROPERTY FOR USE BY THE CITY.**

**Recitals**

A. Jerome E. Glaser and Victoria M. Glaser, own certain real property located in Seward County and more particularly described as follows:

The North Half (N 1/2) of Lot Seven (7) and the West 20 Feet of the North Half (W 20' N 1/2) Lot Eight (8), Block Thirty-nine (39), Cloyd's Addition to the City of Seward, Seward County, Nebraska also known as 216 North 8<sup>th</sup> Street, Seward, Nebraska

B. The City's acquisition of the above described real property will benefit the City and its residents for the development of the planned construction of a new water tower.

C. Neb. Rev. Stat. § 18-1755 and Seward Municipal Code § 340-1.9 authorizes the City to acquire real property upon approval of the acquisition by action taken in a public meeting after notice and public hearing.

D. The City has held a public hearing and desires to purchase the real property.

NOW THEREFORE, be it resolved by the City of SEWARD, Nebraska:

1. The City hereby approves the acquisition of real property from Jerome E. Glaser and Victoria M. Glaser, in accordance with the authority under Nebraska law and the Seward Municipal Code.

2. The Mayor of the City is hereby authorized to execute a Purchase Agreement and to take all actions necessary to effectuate the acquisition of real property from Jerome E. Glaser and Victoria M. Glaser.

This has been approved as of the \_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF SEWARD, NEBRASKA

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

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

(Seal)

Councilmember Beck moved, seconded by Councilmember Kamprath, to approve Resolution 2021-22, authorizing the Mayor to execute all documents related to the acquisition of property at 216 N 8<sup>th</sup> Street.

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

October 19, 2021

2. CLOSURE OF COMMUNITY DEVELOPMENT BLOCK GRANT-ECONOMIC DEVELOPMENT REUSE LOAN FUND (CDBG-EDRLF) AWARD OF \$17,161.38 TO KOSMICKI KOCH ASSOCIATES, LLC, DBA CAFÉ ON THE SQUARE, 101 S 6<sup>TH</sup> STREET, SEWARD, NE

Kelly Gentrup, Economic Development Specialist with the Southeast Nebraska Development District, presented this item as a procedural matter to close the previously awarded loan fund. Ms. Gentrup mentioned the project for Café on the Square has proceeded as proposed and is now in the closing stage.

Mayor Eickmeier opened the public hearing at 7:05 p.m. With no public comments, Mayor Eickmeier closed the public hearing.

Since this item was placed to allow public comment on the award, no action was taken by Council.

**ADMINISTRATIVE ITEMS**

1. PRESENTATION/DISCUSSION BY THE SEWARD WELLNESS COMMITTEE

Jana Hughes, 1825 Deer Run Drive, and Dr. Matt Dominy, 1970 Rainbow Ave, represented the Seward Wellness Committee. Ms. Hughes provided an update since Council was last apprised of the Committee's progress in May. The Committee has now secured a location for the Wellness Center (7 acres), which would be located directly north of the Seward Middle School on the opposite side of Waverly Road. Some potential benefits of this location include proximity to the planned biking trail as well as the ability to provide easy access to before/after school programs for students. Dr. Dominy mentioned the group applied for the Shovel-Ready Capital Recovery and Investment Act (LB566) on July 1<sup>st</sup> for an amount of \$5 million. He continued that these funds required a match and must come from private sources. Further, Dr. Dominy mentioned that these were highly-sought after funds by other communities in Nebraska and as such, the Nebraska Legislature would reconvene in January with the hope to allocate more funding based on the requests received in July.

Senator Mark Kolterman, 2577 Waverly Road, opined that this was a unique opportunity for the citizens of Seward in pursuing this grant. Senator Kolterman mentioned there were 125 applications for funding with a total asking price of \$335 million, which far exceeded the appropriated \$15 million for the grant. He continued that in the January session the Legislature would determine allocation and funded projects with the possibility to add more appropriation to the program. Senator Kolterman reiterated that those projects with their match met by the end of the year would be looked at more favorably; therefore, it was imperative that the Committee work on increasing their matching funds. Councilmember Kolterman queried as to how funding will be determined for those that submitted applications. Senator Kolterman responded that the Appropriations Committee would determine the amount of funding but the Nebraska Department of Economic Development (DED) would determine what projects are funded and amounts.

Ms. Hughes continued with the updates since last May, which included new branding for the Wellness Center. Dr. Dominy described the potential funding for the project as 1/3 private funding, 1/3 grant funding and a requested 1/3 funding from a sales tax increase within the City of Seward. To achieve this sales tax funding, the Committee is asking for a ballot measure to consider an increase in the sales tax

October 19, 2021

from 1.5 cents to 2 cents during the May 2022 ballot. Additionally, Ms. Hughes requested authorization from the City for a letter of intent to operate a constructed facility. If the City approves the authorization, the Committee will ramp up fundraising to increase the dedicated match with the goal to be more competitive in the consideration phase by DED.

Councilmember Beck inquired as to what the Council's action tonight will signal to the public. City Administrator Greg Butcher responded that an authorization tonight would signal Council's intent to put the item on the May ballot as well as intent to operate a constructed facility. Mayor Eickmeier mentioned that this vote would show seriousness of intent to the State's reviewing committee as well as potential Seward project donors. Mr. Butcher signified an authorization vote this evening would not bind the Council to any funding or a specific stance to the proposed sales tax measure.

Councilmember Hendrix requested an explanation as to the current sales tax and proposed change. Mr. Butcher responded that the City of Seward currently utilizes 1.5 cent sales tax but has the authority to increase up to 2.0 cent sales tax. Mr. Butcher continued that the 0.5 cent sales tax increase would require an interlocal agreement, possibly with the school district. The half cent increase would require a specific designation of funds, which was approximately \$315k total during the last fiscal year. Councilmember Kamprath asked about the length of a potential sales tax designation. Mr. Butcher indicated flexibility in how long the sales tax increase could happen, whether it goes to the end of the bond or into perpetuity. If the sales tax went into perpetuity, the designation of those funds after the bond is paid would have to be indicated in the interlocal agreement. Mayor Eickmeier used the Library as an example of how the funds could be designated after the bond is paid, possibly to a Wellness Center Foundation.

As a point of clarification to the requested Council action, Mr. Butcher mentioned the May ballot would include a single choice by the voters with a ballot question that includes the facility for designated funds, interlocal partner and the amount. As a hypothetical, Mr. Butcher outlined the ways in which the project could still move forward if the vote was not successful which includes more than 1/3 shares of private funding and grants but no sales tax portion. Councilmember Kamprath specified that the City would not have to designate the full half cent for this purpose and could be less than the half cent if the Committee is successful in raising more private funds/grants than anticipated.

Councilmember Singleton inquired as to City annexation of the donated land as well as utilities access. Mr. Butcher indicated the utilities are already in place to Waverly Road and that the City would annex the donated property if the building is constructed.

Mayor Eickmeier asked for public comment to which Dana SeEVERS, 222 Wildwood Road, approached the podium. Her inquiry was in regards to the potential 1/3 funding from the City sales tax increase and how it would be used. Ms. Hughes responded the sales tax would be used in the construction of the site, with memberships and other use fees covering the operation and maintenance of the building.

Jonathan Jank mentioned that while the Seward County Chamber and Development Partnership could not officially support the project yet, he believes the facility will be an attraction for Seward County as a whole.

October 19, 2021

He expects patronship from members outside of the City, which will stimulate the local economy and provide more amenities for attraction of residents as well as industry.

A. CONSIDERATION OF AUTHORIZATION FOR THE CITY OF SEWARD TO PROVIDE A LETTER OF INTENT TO THE SEWARD WELLNESS COMMITTEE/SEWARD CHANGING THE GAME, INC., TO PLACE A SALES TAX MEASURE ON THE 2022 MAY PRIMARY BALLOT

Councilmember Beck moved, seconded by Councilmember Kamprath, to authorize the City of Seward to provide a letter of intent to the Seward Wellness Committee/Seward Changing the Game, Inc. and place a sales tax measure on the 2022 May Primary Ballot.

Aye: Beck, Kamprath, Kolterman, Miller, Singleton, Stryson, Wilken.

Nay: Hendrix.

Absent: None. Motion carried.

2. CONSIDERATION OF A RESOLUTION APPROVING THE STREET CLOSURE CROSSING HWY 15 FOR SEWARD COUNTY CHAMBER & DEVELOPMENT PARTNERSHIP CHRISTMAS FESTIVAL COMMITTEE ANNUAL LIGHTED CHRISTMAS PARADE PERMIT ON NOVEMBER 27, 2021

Jonathan Jank, President & CEO of the SCCDP, representing the Christmas Festival Committee mentioned that the 2021 celebration would be similar to years prior to 2020.

Councilmember Singleton introduced the following resolution:

October 19, 2021

RESOLUTION NO. 2021-23

WHEREAS, the Seward County Chamber & Development Partnership Christmas Festival Committee Annual Lighted Christmas Parade is scheduled for November 27, 2021; and

WHEREAS, the City of Seward wishes to support this annual event; and

WHEREAS, it is necessary to close Highway 15 at the intersection of Seward Street and Highway 15 for the Parade from 2:00 p.m. to 7:00 p.m.; and

WHEREAS, the road closure described above must be approved by the State of Nebraska Department of Roads;

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

The City Clerk-Human Resource Director is hereby authorized to forward this resolution to the State of Nebraska Department of Roads for the closing of Hwy 15 and Hwy 34 as defined above for the festivities to be held on November 27, 2021 in Seward, Nebraska.

The Mayor declared the resolution adopted.

Dated: October 19, 2021

THE CITY OF SEWARD, NEBRASKA

ATTEST:

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

\_\_\_\_\_  
Derek Bargmann  
City Clerk

(SEAL)

Councilmember Wilken moved, seconded by Councilmember Stryson, to approve Resolution 2021-23, approving the 2021 Christmas parade route.

Aye: Beck, Hendrix, Kamprath, Kolterman, Miller, Singleton, Stryson, Wilken.

Nay: None.

Absent: None. Motion carried.

3. CONSIDERATION OF A RESOLUTION ADJUSTING RECREATION FEES, INCREASING FEES FOR USE OF CATTLE ATHLETIC TRAINING FACILITY

City Administrator Butcher indicated this resolution would simplify the use fees for the Cattle Athletic Training Facility and was recommended by the Parks & Recreation Board. Mr. Butcher also mentioned the user groups within Seward were notified of the recommendation.

Councilmember Hendrix inquired as to how new items are funded for recreation facilities. Mr. Butcher mentioned that new items are typically funded by user groups through their private fees and private fundraising. The City has a responsibility for maintenance and capital costs, but user groups would fund any replacement or new items.

October 19, 2021

Councilmember Beck queried about non-Seward team use, to which Mr. Butcher responded that use from those groups was minimal. Ms. Beck requests that the Parks & Recreation Board should present at one of the Council meetings in regards to the current City programs and user groups utilizing City-owned facilities.

Councilmember Kamprath introduced the following resolution:

RESOLUTION NO. 2021-24

WHEREAS, the City Council of the City of Seward, Nebraska may by resolution fix the amount of Park, Recreation, Golf Course, Camping, and Cemetery fees, and

WHEREAS, it is deemed advisable to establish Park, Recreation, Golf Course, Camping, and Cemetery fees;

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

The amount of Park, Recreation, Golf Course, Camping, and Cemetery fees shall henceforth be and are hereby fixed as follows to be in full force and effect on and after date of passage:

**Seward Youth Sports Programs:**

Baseball	\$ 35.00
Basketball	\$ 30.00
Soccer	\$ 30.00
Softball	\$ 35.00
Volleyball	\$ 30.00
Volleyball (Adult)	\$ 35.00
Wrestling	\$ 20.00
Flag Football	\$ 30.00
Tackle Football	\$ 35.00
Tennis	\$ 25.00

**Seward Dowding Swimming Pool:**

Adult (18-54)	\$ 5.00 per day
Youth (3-17)	\$ 4.00 per day
Senior (55-64)	\$ 4.00 per day
Senior (65+)	FREE
Age 2 & Under	FREE
Individual Annual Pass	\$ 75.00
Family Annual Pass	\$150.00
Season Exercise Pass	\$ 55.00
10 Class Water Exercise Punch Card	\$ 30.00
Pre-K & Parent Swim Lesson	\$ 25.00 per
session	
Group Swim Lesson	\$ 40.00 per
session	
Private Swim Lesson	\$ 80.00 per
session	
Rental Fee	\$300.00

**Seward Recreation Facilities:**

Sports Complex Concession Stand

October 19, 2021

One Day Rental	\$150.00
Two Day Rental	\$250.00
Three Day Rental	\$300.00
Damage Deposit	\$100.00
(To be returned or subtracted from total rental fee if stand is cleaned and no damage has occurred).	

Plum Creek Park Softball Concession Stand

One Day Rental	\$ 75.00
Two Day Rental	\$125.00
Three Day Rental	\$150.00

Cattle Athletic Training Facility

Seward Based Team Registration (per season)	\$400.00 (Dec 1 to May 1)
Non-Seward Based Team Registration	\$100.00 per hour
Private Instruction (1 per week)	\$ 25.00 per hour
Single Use	
Building (Team/Group)	\$ 20.00 per hour
Batting cage (individual)	\$ 10.00 per hour

Seward Community Golf Course:

<u>Daily Green Fees</u>	
9 Holes (Including Tax)	\$ 19.00
18 Holes (Including Tax)	\$ 26.00

<u>Annual Golf Fee</u>	
Single	\$600.00
Family	\$775.00
Age 19-25	\$275.00
Grade/High School	\$150.00

<u>Daily Golf Cart Rental Per Player</u>	
9 Holes (Including Tax)	\$ 7.00
18 Holes (Including Tax)	\$ 11.00

<u>Annual Golf Cart Lease</u>	
Single	\$300.00
Family	\$400.00

<u>Annual Golf Cart Storage With Trail Fee</u>	
Gas Cart (Does not include gas)	\$375.00
Electric Cart	\$400.00

<u>Daily Trail Fee Only</u>	
Cart Stored Off-Site	\$ 10.00

<u>Annual Trail Fee Only</u>	
Cart Stored Off-Site	\$200.00

October 19, 2021

Miscellaneous

Annual Locker Rent	\$ 35.00
Annual Single Driving Range Pass	\$100.00
Annual Family Driving Range Pass	\$150.00
Driving Range Bucket of Golf Balls (Including Tax)	
Small Bucket	\$ 4.50
Medium Bucket	\$ 6.50
Large Bucket	\$ 8.50

**Seward Blue Valley Campground:**

Camper Unit	\$ 15.00 per night
Senior Citizens (65+)	\$ 10.00 per
night	
Tent Unit	\$ 7.00 per
night	

**Maximum length of stay is 14 consecutive days with a 48 hour interim between visits.**

**Seward Cemeteries:**

Burial Space Fees

Adult Space	\$500.00
Infant Space (under 2 years old)	\$175.00

Grave Opening and Closing Fees

Adult Traditional (April 1-November 30)	\$550.00
Adult Traditional (December 1-March 31)	\$600.00
Adult Cremation (April 1-November 30)	\$275.00
Adult Cremation (December 1-March 31)	\$300.00

Infant Traditional/Cremation (April 1-November 30)	\$250.00 (under 2
yrs old)	
Infant Traditional/Cremation (December 1-March 31)	\$275.00 (under 2
yrs old)	

Monument and Marker Fees

Stone Setting	
setting	\$ 75.00 per

Miscellaneous Fees

Perpetual Care	25% of
burial space	
Urn Vault	\$ 50.00
Saturday Funeral Closing	\$300.00
Sunday and Holiday Funeral Closing	\$500.00
Sunday and Holiday Grave Opening	\$290.00/hr (2 hr
minimum)	
Overtime Incurred (After 4:30 p.m. M-F)	\$100.00 hour
Deed Transfer	\$100.00

Transferring of a space will be made at the discretion of the City after a request is reviewed and payment is received.

October 19, 2021

Holidays in which the City will provide services for an additional fee: Martin Luther King Jr. Day (third Monday in January), Labor Day (first Monday in September), and Veterans Day (November 11).

Holidays in which no services or openings will be conducted: New Year's Day (January 1), Memorial Day (last Monday in May), Independence Day (July 4), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).

Resolutions 2016-06, 2016-21, 2017-08, 2017-18, 2018-03 and all previous resolutions in conflict with this resolution are hereby revoked.

The Mayor declared the resolution adopted.

Dated: \_\_\_\_\_, 2021

THE CITY OF SEWARD, NEBRASKA

ATTEST:

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

\_\_\_\_\_  
Derek Bargmann  
City Clerk

(SEAL)

Councilmember Kolterman moved, seconded by Councilmember Stryson, to approve Resolution 2021-24, approving the updated Cattle Athletic Training Facility fees.

Aye: Beck, Hendrix, Kamprath, Kolterman, Miller, Singleton, Stryson, Wilken.  
Nay: None.

Absent: None. Motion carried.

4. ORDINANCE AMENDING THE COMPREHENSIVE PAY PLAN BY CREATING THE BURN SITE ASSISTANT POSITION

City Administrator Butcher indicated that in discussion with Street Superintendent Bob Miers, it was determined the pay line for this position should be consistent with the Recycling Center Worker.

Councilmember Singleton introduced Ordinance No. 2021-24. Councilmember Stryson moved, seconded by Councilmember Kamprath to dispense with the statutory rule. Councilmember Wilken moved, seconded by Councilmember Stryson, 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 adopting: **Ordinance No. 2021-24**, "AN ORDINANCE TO PROVIDE FOR ANNUAL CLASSIFICATION OF OFFICERS AND EMPLOYEES OF THE CITY OF SEWARD, NEBRASKA; TO CREATE THE BURN SITE ASSISTANT POSITION; TO PROVIDE FOR LONGEVITY PAY AND PAYMENT OF PART-TIME EMPLOYEES; TO PROVIDE FOR A DATE SUCH CLASSIFICATION AND PAY RANGES OF COMPENSATION SHALL BECOME EFFECTIVE; TO PROVIDE FOR PUBLICATION IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT."

October 19, 2021

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

Councilmember Singleton moved, seconded by Councilmember Stryson that all ordinances be added to the permanent record.

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

5. AGREEMENT FOR PROFESSIONAL ENGINEERING WITH SHORT ELLIOTT HENDRICKSON, INC. (SEH) FOR PREPARATION OF PLANS AND SPECIFICATIONS, TO OBTAIN PERMITS AND EASEMENTS AND TO PROVIDE BID PHASE SERVICES FOR THE WASTEWATER TREATMENT PLANT IMPROVEMENT PROJECT

City Administrator Butcher mentioned this agreement has now been modified to strike the liability clause and as such, has been approved by the City Attorney as presented.

Councilmember Kamprath moved, seconded by Councilmember Stryson to approve the professional engineering agreement with Short Elliott Hendrickson, Inc. (SEH) for the Wastewater Treatment Plant Improvement Project.

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

6. CONSIDERATION OF A RESOLUTION TO DESIGNATE ONE PARKING SPACE IN FRONT OF 612 SEWARD STREET AS TEN-MINUTE PARKING

City Administrator Butcher indicated this item came as a request from the building owner at the above address. Councilmember Hendrix opened discussion with regards to the stated times indicated on the resolution for the ten-minute parking. Ms. Hendrix opined that granting this request would result in many new requests from other downtown business owners. Discussion ensued among Council members in regards to the potential hours for the ten-minute parking requirement, competition to use the parking stall and new requests that could come from approval of this request.

Councilmember Miller feels that approval of this request will initiate a wave of new requests, which will negatively impact downtown parking and will cause enforcement issues for the Police Department. Councilmember Hendrix echoed his comments in that granting one request may result in many more as well as competition for those spots. Mr. Butcher indicated this request is for a public parking spot and would not be business-specific even though it was requested by a building owner.

Councilmember Kolterman introduced the following resolution:

October 19, 2021

RESOLUTION NO. 2021-25

WHEREAS, Section 382-4.4 of the City Municipal Code of the City of Seward, Nebraska provides that the City may, by Resolution, prohibit or fix the time for parking or stopping of vehicles on any street or streets as may be designated in such resolution;

WHEREAS, it is deemed necessary to prohibit or fix an amount of time for parking and stopping of vehicles on portions of streets as hereinafter designated in the City of Seward, Nebraska.

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

1. The parking of motor vehicles will be limited to "Ten Minute Parking" between the hours of 6 a.m. and 12 a.m. No vehicles shall be parked or permitted to stand or stop, whether attended or unattended for more than ten minutes during 6 a.m. and 12 a.m. on the following describe areas or portions of streets, to-wit:

a. Beginning ten (10) feet east of the center line of the alley between 6<sup>th</sup> and 7<sup>th</sup> Streets, intersecting Seward St, thence east thirteen feet nine inches (13'9") consisting of one (1) diagonal off street parking space on the north side of Seward Street, as depicted on the attached "Figure 1".

2. The above designated parking space shall be indicated by a sign which is in conformance with the most current addition of the Highway Administration manual on Uniform Traffic Control Devices for streets and highways and such other appropriate lines and markings shall be placed at said locations as are authorized by the City Code of the City of Seward, Nebraska

3. All previous resolutions in conflict with this resolution as they relate of the above described area or portion of street are hereby revoked

Dated: \_\_\_\_\_ day of \_\_\_\_\_, 2021

THE CITY OF SEWARD, NEBRASKA

ATTEST:

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

\_\_\_\_\_  
Derek Bargmann  
City Clerk

Councilmember Beck moved to approve Resolution 2021-25, but failed to receive a second, and as such, the resolution failed to proceed.

**REPORTS**

1. CITY ADMINISTRATOR'S REPORT

October 19, 2021

Councilmember Singleton moved, seconded by Councilmember Beck, that City Administrator Butcher's report of October 19, 2021 be accepted.

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

**FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE ACTION**

Update from the Parks & Recreation Board.

**ANNOUNCEMENT OF UPCOMING EVENTS**

October 21 - Seward Professional's Group Kickoff at Bottle Rocket Brewing  
October 28 - Business After Hours (Zabka-Perdue Funeral Home)  
November 27<sup>th</sup> - Seward Christmas Festival

**STRATEGY SESSION**

**1. STRATEGY SESSION WITH CITY ATTORNEY TO PROVIDE NEGOTIATION GUIDANCE CONCERNING THE E911 INTERLOCAL AGREEMENT**

At 8:14 p.m., Councilmember Miller moved, seconded by Councilmember Singleton, that the Council enter a closed session with the Mayor, City Administrator, City Clerk, Chief of Police and City Attorney, for the protection of the public interest and to discuss a current E911 interlocal agreement and to provide the City Attorney with negotiating guidance for a period not to exceed 60 minutes.

Aye: Beck, Hendrix, Kamprath, Kolterman, Miller, Singleton, Stryson, Wilken.  
Nay: None.  
Absent: None. 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.

At 8:54 p.m., the closed session ended, and the following Councilmembers reconvened to regular session: Beck, Hendrix, Kamprath, Kolterman, Miller, Singleton, Stryson, Wilken.

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

**MOTION TO ADJOURN**

Councilmember Singleton moved, seconded by Councilmember Hendrix, that the October 19, 2021 City Council Meeting be adjourned.

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

Adjourned approximately 8:54 p.m.

October 19, 2021

THE CITY OF SEWARD, NEBRASKA

---

Joshua Eickmeier, Mayor

---

Derek Bargmann  
City Clerk

DRAFT

**CONSENT AGENDA**

1. Claims & Payables Reports

## CLAIMS LIST

11-2-21

## COUNCIL MEETING

Abbreviations: BE, Benefits; BU, Building Upkeep; CI, Capital Improvements; DO, Donations; EQ, Equipment; EX, Expense; FA, Fixed Asset; GS, Gas; GU, Ground Upkeep; IT, Technology; IV, Inventory; MA, Maintenance; MC, Miscellaneous; MH, Merchandise; MI, Mileage; ML, Meals; MS, Memberships; OI, Oil; OP, Operations; PO, Postage; PU, Publications; RE, Repairs; RI, Reimbursement; SA, Salaries, SE, Services; SL, Sales; ST, Sales Tax; SU, Supplies; TG, Training; TO, Tools; TR, Transfer; UN, Uniforms; UT, Utilities,

ABI Attachments Inc	FA	25,771.11
AKRS Equipment	RE	23.64
All Road Barricades Inc	SU	2,065.10
Appliance Medic LLC	SE	216.49
ARPS	CI	4,059.00
Barco Municipal Products	SU	523.75
Blue Cross Blue Shield Ne	BE	60,902.71
Bluestem Network Llc	SE	100.00
Border States Industries	IV	7,740.49
Bryan Health	MC	109.40
Burhoop Hayden	SE	300.00
Capital Business-Dallas	MA	360.00
Cash-Wa Distributing Co	ML	275.47
Central States Hydraulic	SU	145.35
Chase Card Service		5,920.98
Amazon	SU	1,243.54
Angus Burgers & Shakes	ML	70.56
The Breakfast Cart	ML	35.40
Casey's General Store	GS	16.98
Checksforless.com	SU	312.75
The Chicken Coop	ML	37.61
Constant Contact	SE	20.00
Cunningham's	ML	19.34
Dog Waste Depot	SU	57.60
Dragon Palace	ML	139.21
Durham Ellis	SU	215.13
ESRI	SE	700.00
Fast Mart	SE	10.00
Herb N Kitchen	ML	38.61
Hilton Kitty Osheas	ML	46.56
Holiday Inn Express	TG	761.04
The Home Depot	SU	85.59
Intl. Code Council	SE	995.00
IPMA-HR	SE	235.05
Landscape & Garden Shoppe	RE	38.40
Menard's	SU	42.62
Microsoft	SE	150.08
NWEA	TG	200.00
Office Depot	SU	162.98
Perkins Restaurant	ML	49.28
Priceline	TG	-1,390.02
Runza	ML	112.91
Sam's Club	SU	599.61
SCC - Milford	SU	9.50
USPS	PO	16.61
Valentino's	ML	105.56
Walmart	SU	569.59

Zoom	SE	213.89	
Chemsearch	MA		231.00
City Seward Buildings/Gr	OP		6,000.00
City Seward Library Petty	PO		152.32
City Seward Payroll Accou	SA	154,286.02	
Constellation Newenergy	UT		71.39
Diamond Traffic Products	SU		2,037.00
Dutton-Lainson Co	IV	25,739.92	
Dworak Tim	RI		315.00
Eakes Office Solutions	SU		74.31
Ecolab	BU		604.39
Et Cetera Thrift Shop	MC		640.00
Fastenal Company	SU		277.77
Galls LLC	UN		125.90
Gehring Construction	CI		8,837.48
Gerhold Concrete Co Inc	SU		1,153.12
Global Industrial	FA		1,943.32
Graybar	IV		1,017.08
Great Plains Communicatio	SE		490.00
Hach Company	MA		448.55
Hamilton Equipment Compan	RE		675.98
Hawkins Inc	SU		1,184.61
Hobson Automotive & Tire	RE		667.14
Hoffschneider Law PC LLO	SE		4,750.00
Home Depot Pro	SU		50.10
Husker Electric Supply Co	IV		39.60
Interstate All Battery Ce	OP		2,255.40
J E O Consulting Group In	SE		4,923.90
Janousek Lathan	SE		240.00
Jones Bank	FA	17,419.93	
League Ne Mun-Utilities	TG		165.00
Lee'S Refrigeration	BU		80.00
Lincoln Winwater Works	RE		608.35
Lynn Peavey Co	SU		121.39
Mailand'S Clothing	UN		92.00
Menards North	GU		3.70
Mid-American Benefits Inc	BE		3,361.65
Midwest Automotive	RE		40.66
Midwest Turf & Irrigation	RE		63.55
Miers Robert M	SE		75.00
N M C Exchange Inc	RE		357.49
Nebraska D A S Acct Ocio	OP		231.00
Nebraska Health Environme	MA		457.00
Nebraska Law Enforcement	SE		10.00
Nebraska Notary Associati	MS		100.00
Nebraska Pub Pow-Desmoine	UT	592,748.19	
Nebraska Transportation	EX		339.82
Neenah Foundry Company Mu	MA		538.00
Norris Public Power Distr	UT		1,057.81
Odeys Inc	DO		2,387.62
Olsson	SE		18,066.38
Oneby Michael	TG		581.28
O'Reilly Automotive Inc	SU		35.29
Orscheln Farm & Home	SU		198.51
Overhead Door Co-Lincoln	BU		610.70
Principal Financial Group	BE		2,242.96
Prochnow Ryan / Crystal	MC		75.00
Quality Brands Of Lincoln	SU		143.55
Richtig Tim L	OP		90.00
Sack Lumber Company	GU		50.00

Sapp Brothers Petroleum I	GS	11,468.73
Seward County Assessor	SE	3,000.00
Seward County Treasurer	SE	15,949.25
Seward Electronics	SU	308.29
Spickelmier & Son Inc	IV	5,795.00
Suhr & Lichty Insurance A	MS	431,671.00
Time Warner Cable	SE	774.43
Title Services Of Blue Va	MC	1,000.00
Truck Center Companies	RE	425.50
Ty'S Outdoor Power & Serv	GU	720.00
U S A Bluebook - Cust 812	SU	303.40
U S Cellular	SE	261.93
Vancura Brad	SE	75.00
Verizon Wireless	SE	306.81
Watson'S Auto Service	RE	1,893.07
Wesco Distribution Inc	IV	428.00
White Cap	SU	682.44
York County Emergency M	SE	60.80
York Equipment	OI	335.51
	CLAIMS TOTAL	\$1,445,555.78

**CONFIRMATION OF MAYOR APPOINTMENTS**

1. Appoint Members to Various Boards and Committees:
  - A. Megan Kahler to the Community Redevelopment Authority for a 5-Yr Term

**ADMINISTRATIVE ITEMS**

1. Ordinance Directing the Conveyance of Real Property, Legally Described as Outlot D, Seward Rail Campus PUD First Addition Corrected Plat, City of Seward, Seward County, Nebraska, to SFD Opco, LLC - City Administrator Butcher

**ORDINANCE NO. 2021-25**  
**CITY OF SEWARD, NEBRASKA**

AN ORDINANCE TO DIRECT THE CONVEYANCE OF REAL PROPERTY TO SFD OPCO, LLC; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

**SECTION 1.** The City of Seward, Nebraska ("City") owns certain real property legally described as:

Outlot D, Seward Rail Campus PUD First Addition Corrected Plat,  
City of Seward, Seward County, Nebraska.

Herein after referred to as "Property".

**SECTION 2.** The City currently owns and maintains the Property.

**SECTION 3.** The City desires to convey the Property to SFD Opco, LLC.

**SECTION 4.** The City hereby approves the conveyance and transfer of the Property to SFD Opco, LLC in accordance with Nebraska law and the Seward Municipal Code.

**SECTION 5.** The Mayor of the City is hereby authorized to execute a Purchase Agreement and warranty deed and to take all actions necessary to effectuate the transfer of the Property to SFD Opco, LLC.

**SECTION 6.** 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 \_\_\_\_\_, 2021

CITY OF SEWARD, NEBRASKA

ATTEST:

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

\_\_\_\_\_  
Derek Bargmann  
City Clerk

(SEAL)

## PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") is made and entered into on March 19, 2019 (the "Effective Date"), by and between City of Seward, Nebraska (the "Seller"), and SFD Opco, LLC, a Delaware limited liability company, or its assigns (the "Buyer").

### RECITALS

- A. Seller is the owner in fee simple of the Property (as defined in Section 1 below);
- B. Seller desires to sell and Buyer desires to acquire the Property subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of, and based on, the foregoing Recitals and the mutual promises and agreements set forth below, the parties agree as follows:

#### 1. Transfer of Property.

- 1.1. Property. As used in this Agreement, the "Property" shall mean collectively:
  - 1.1.1. that certain real estate located in Seward County, Nebraska and more particularly described on Exhibit A (the exact legal description from the Survey [defined in Section 1.8 below] to govern) (the "Land");
  - 1.1.2. Seller's interests in all permits, licenses, approvals, authorizations and other entitlements relating to the Land;
  - 1.1.3. Seller's interests in all warranties and guaranties given to, assigned to or benefitting Seller with respect to the Land; and
  - 1.1.4. To the extent in Seller's possession, all records of Seller used or useful in connection with the operation of the Land, including all records regarding management and leasing, real estate taxes and assessments, insurance, tenants, maintenance, repairs, and services.
- 1.2. Sale and Purchase. At Closing (as hereinafter defined), Seller shall sell to Buyer, and Buyer shall purchase from Seller the Property.
- 1.3. Purchase Price and Payment. Buyer shall pay to Seller Five Hundred Thousand and no/100 Dollars (\$500,000.00) (the "Purchase Price"), of which Fifty Thousand and No/100 Dollars (\$50,000.00) ("Earnest Money Deposit") shall be delivered by Buyer to Title Services of Blue Valley, 104 S. 5<sup>th</sup> Street, #205, Seward, Nebraska 68434 ("Title Company") within five (5) business days following the Effective Date hereof, and the balance, without interest, of Four

Hundred Fifty Thousand Dollars and No/100 (\$450,000.00) shall be payable at Closing, subject to adjustments and prorations as herein provided.

- 1.4. Closing. The Closing of the purchase and sale of the Property shall be on the earlier of (a) 30 days after the expiration of the Due Diligence Period (as defined in Section 1.5 below), or (b) within ten (10) days after all conditions to Closing have been satisfied or waived by Buyer, at the Title Company's office located in Seward, Nebraska or at such other time, date and place as the parties may mutually agree (the "Closing").
- 1.5. Due Diligence. As used in this Agreement, the "Due Diligence Period" shall mean the period expiring on 11:59 p.m. central time on the date that is 180 days after the date Buyer receives the Title Commitment (as defined in Section 1.7 below). Within two (2) days of the Effective Date, Seller shall provide Buyer with copies of any and all existing title policies or commitments, surveys, environmental assessments, replats, drawings and any other document or instrument in Seller's possession that relates to the Property. If, during the Due Diligence Period, Buyer, in its sole and absolute discretion, is not completely satisfied with the Property or any conditions affecting or related thereto for any reason or no reason at all, Buyer may terminate this Agreement and the escrow created pursuant hereto by delivering written notice to Seller and the Title Company on or before the expiration of the Due Diligence Period of Buyer's election to terminate. Upon the delivery of Buyer's termination notice, the Earnest Money Deposit (less \$5,000.00, which shall be retained by Seller as independent consideration for Buyer's rights under this Agreement), and the parties shall have no further rights, duties, liabilities or obligations hereunder, except for those matters that specifically survive termination of this Agreement.
- 1.6. Title and Possession. Seller agrees to deliver at Closing a general warranty deed to the Property, in a form acceptable to Buyer, conveying to Buyer marketable title to the Property, free and clear of all mortgages, deeds of trusts, leases, encumbrances, liens, statutory rights or covenants, except for easements and restrictions of record that are approved in writing by Buyer or deemed approved pursuant to Section 1.7 below ("Permitted Exceptions"). The Permitted Exceptions shall not include (i) rights or claims of parties in possession not shown by the public records; (ii) easements, or claims of easements, not shown by the public records; (iii) encroachments, overlaps, boundary line disputes or other matters which would be disclosed by an accurate survey or inspection of the Property; (iv) any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records; and (v) any mortgage, deed of trust or other security interest or lien. Seller shall deliver possession of the Property to Buyer at the time of Closing. Seller hereby agrees to pay all costs, expenses, penalties, fees and premiums necessary to satisfy and discharge all mortgages, deeds of trust, or other security interests encumbering the Property.

- 1.7. Title Insurance. Within ten (10) business days after the Effective Date hereof, Seller shall furnish Buyer with a commitment for an ALTA owner's policy of title insurance in which the Title Company agrees to insure Buyer good and marketable fee simple title to the Property in the amount of the Purchase Price, subject only to the Permitted Exceptions, together with legible copies of all exception documents referenced therein (collectively, the "Title Commitment"). During the Due Diligence Period, Buyer shall notify Seller of any objections it has with respect to Seller's title to the Property as shown on the Title Commitment and Survey (as defined in Section 1.8 below) (the "Objections"). Within five (5) business days after receipt of the Objections, if Seller shall elect not to cure any Objection(s), Seller shall give written notice thereof to Buyer, and within five (5) business days of receipt of such notice, Buyer shall elect in writing either (i) to terminate this Agreement, or (ii) to proceed to close on the Property subject to such Objection(s) as Permitted Exceptions. Seller shall be deemed to elect to cure any Objection not named in such a notice by Seller. Failure of Buyer to notify Seller of Buyer's election within five (5) business days of receipt of Seller's aforesaid notice shall be deemed an election to terminate this Agreement. If this Agreement is not terminated, then in the event (1) Seller shall fail to cure any such Objections, if any, not deemed Permitted Exceptions, as aforesaid, on or prior to the Closing or (2) further defects, liens, encumbrances, adverse claims, restrictions, rights-of-way, easements or other matters relating to Seller's title to the Property arise or are discovered after the effective date of the Title Commitment and are not removed by Seller or approved in writing by Buyer on or before the date of Closing, Seller shall be in breach of this Agreement and Buyer may pursue its remedies hereunder, or, at Buyer's option, Buyer shall have right to terminate this Agreement by giving written notice to Seller. Upon any such termination, the Earnest Deposit shall be returned to Buyer and this Agreement shall be null and void and of no further force and effect, and Seller shall promptly pay all charges of the Title Company and surveyor. Notwithstanding the foregoing, Seller agrees to cure any mortgage, deed of trust, or other security interest or lien encumbering the Property. In the event further defects, liens, encumbrances, adverse claims, restrictions, rights-of-way, easements or other matters relating to Seller's title to the Property arise or are discovered after the effective date of the Title Commitment, Seller must remove such matters on or before the date of Closing. The premium for the owner's title insurance policy and the closing fee of the Title Company shall be divided equally between Seller and Buyer.
- 1.8. Survey. Immediately upon Buyer's receipt of the Title Commitment, Buyer may order, at Buyer's expense, an ALTA survey from a licensed and registered surveyor ("Survey"), locating the out-boundaries of the Property, and locating all matters constituting appurtenances or exceptions to title shown on the Title Commitment. The Survey, when approved by Buyer, shall conclusively establish the legal description of the Property.

- 1.9. Taxes, Assessments, and other Costs. Seller shall be responsible for all taxes relating to the Property for the year preceding Closing and all prior years as well as all special assessments levied prior to Closing. Taxes relating to the Property for the calendar year when Closing occurs shall be pro-rated as of the date of Closing. Buyer shall pay the filing fee which becomes payable upon recordation of the warranty deed.
  - 1.10. Purchase Agreement Preparation and Legal Representation. The cost of preparation of this Purchase Agreement shall be paid for by Seller, which shall be prepared by the law firm of Hoffschneider Law, P.C. LLO. Should Buyer choose to be represented by legal counsel, Buyer shall be responsible for all of Buyer's own attorney fees and costs charged to Buyer by Buyer's attorney.
  - 1.11. Remonstrance Contingency. The Closing of this sale is contingent upon the City of Seward not receiving a remonstrance against this sale within 30 days after the date of publication of an ordinance approving this Agreement and directing the conveyance of the Property in accordance with the procedures set forth in Neb. Rev. Stat. § 16-202 and Seward Municipal Code 8-102. Seller shall provide Buyer written notice once said ordinance is published. If the City receives such a remonstrance within such 30-day period, this Agreement shall be null and void and the Buyer shall be entitled to a full refund of Buyer's Earnest Money Deposit as Buyer's sole recourse against the City for its inability to convey the Property to the Buyer.
2. Representations and Warranties.
- 2.1. Representations and Warranties of Seller. Seller represents and warrants to Buyer and Buyer's successors and assigns, as follows, which shall be considered made as of the Effective Date and as of the Closing:
    - 2.1.1. Ownership. Seller is the sole owner in fee simple of the Property. The person(s) signing this Agreement on behalf of Seller by their execution hereof certify and stipulate to Buyer that the named Seller has the authority and capacity to enter into and perform this Agreement, and that all necessary requirements have been followed and complied with to authorize and empower them to execute this Agreement.
    - 2.1.2. No Violations. Seller has not received notice, written or otherwise, from any governmental agency, and is not aware of any pending governmental agency notification, of any violations or alleged violations of law not cured which affect the Property, or written notice of any actions, proceedings or investigations which would affect the Property. The Property is in full compliance with all applicable building codes, environmental, zoning and land use laws, and all other applicable

federal, state and local laws and regulations, and all provisions of any restrictive covenants and regulations applicable to the Property.

- 2.1.3. No Tenancies. There are, and as of Closing there shall be, no tenancies or occupancies affecting the Property.
- 2.1.4. No Third Party Rights. Except for this Agreement, the Property is not subject to any outstanding agreement(s) of sale, option(s) or other right(s) of third parties to acquire any interest therein.
- 2.1.5. No Litigation. There is no pending litigation or proceeding pending against or relating to Seller's ownership, use or operation of the Property, or which may interfere with Seller's ability to convey marketable title to the Property including any petitions for remonstrance pursuant to Neb. Rev. Stat. 16-202, and, to Seller's knowledge, no such litigation or proceeding is threatened. In the event that Seller receives any such notice between the Effective Date and Closing, Seller shall immediately notify Buyer thereof, and Buyer shall have the right to terminate this Agreement, whereupon the Earnest Money Deposit shall be returned to Buyer.
- 2.1.6. No Tax Deficiencies. To Seller's knowledge, no federal, state, county or local taxing authority has asserted any tax deficiency, lien, assessment or penalty or interest in connection therewith, against the Property or Seller that has not been fully paid prior to the Effective Date.
- 2.1.7. Hazardous Substances. To Seller's best knowledge, there are and have been no petroleum products or hazardous waste or hazardous substances as defined under all applicable federal, state and local environmental laws, including, but not limited to, hazardous waste as defined in the Resource Conservation and Recovery Act of 1976, as amended, and hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, as amended, and all regulations thereunder, stored, released or disposed of on or from the Property; there are no underground storage tanks on the Property; and there has been no removal of any tanks from the Property.
- 2.1.8. Access. There is unrestricted roadway access providing adequate ingress and egress to and from the Property.
- 2.1.9. No Conflicts. Neither the execution or delivery of this Agreement nor the consummation of the transactions contemplated herein will conflict with or result in a breach of any agreement to which Seller is a party or by which any of its property is bound, or constitute a default thereunder or result in the creation of any lien or encumbrance upon the Property.
- 2.1.10. Maintenance of the Property. Until possession is given to Buyer, Seller will keep and maintain the Property in as good condition as it now is, reasonable wear and

tear excepted. Until Closing, Seller shall not record any agreement or instrument against or affecting the Property without Buyer's prior written approval, which may be withheld in Buyer's sole and absolute discretion.

- 2.1.11. No Brokerage Agreement. Seller has not entered into any contract, arrangement or understanding with any person or firm which may result in the obligation of Buyer to pay any finder's fee, brokerage or agent's commission or other like payment in connection with the negotiations leading to this Agreement or the consummation of the transactions contemplated hereby. Seller acknowledges that Kelly R. Hoffschneider of Hoffschneider Law, P.C., LLO is a licensed real estate broker in the State of Nebraska, but has not been retained in that capacity. Seller agrees to indemnify and hold Buyer harmless from and against any loss, cost and expense, including attorney's fees, which Buyer shall suffer by reason of the breach of the foregoing, which shall survive Closing.
- 2.1.12. Seller Indemnification. Seller shall indemnify and hold Buyer harmless from and against any claims, liabilities, costs, demands, actions, injury, loss or damage (including attorney's, expert witnesses' and consultants' fees and expenses) sustained by reason of the breach by Seller of any of the representations, warranties or covenants herein contained, or their being inaccurate as of the date hereof or as of the Closing. Seller's warranties, representations, warranties, its obligation to indemnify Buyer, and Seller's liability for breach of any of its representations, warranties or covenants hereunder shall survive Closing and shall not be merged into any deed or other document given at Closing.
- 2.2. Representations and Warranties of Buyer. Buyer represents and warrants to Seller as follows:
- 2.2.1. No Brokerage Agreement. Buyer has not entered into any contract, arrangement or understanding with any person or firm which may result in the obligation of Seller to pay any finder's fee, brokerage or agent's commission or other like payment in connection with the negotiations leading to this Agreement or the consummation of the transactions contemplated hereby. Buyer acknowledges that Kelly R. Hoffschneider of Hoffschneider Law, P.C. LLO is a licensed real estate broker in the State of Nebraska, but has not been retained in that capacity. Buyer agrees to indemnify and hold Seller harmless from and against any loss, cost and expense, including attorney's fees, which Seller shall suffer by reason of the breach of the foregoing, which shall survive Closing.
- 2.2.2. Corporate Authority of Buyer. Buyer is a Delaware limited liability company active and in good standing with the State of Delaware. Buyer has all requisite power and authority to enter into this Agreement and perform its duties, obligations and responsibilities hereunder. The execution, delivery and performance by Buyer of this Agreement, and the consummation by it of the transactions contemplated thereby, have been approved by all necessary action on

the part of Buyer. This Agreement constitutes the valid and legally binding agreement of Buyer enforceable in accordance with its terms and conditions, except as the same may be limited by bankruptcy, insolvency, debtors' relief, receivership, moratoriums, reorganization or other similar laws and principles of equity affecting the enforcement of creditors' rights generally.

2.2.3. Buyer Indemnification. Buyer shall indemnify and hold Seller harmless from and against any claims, liabilities, costs, demands, actions, injury, loss or damage (including attorney's, expert witnesses' and consultants' fees and expenses) sustained by reason of the breach by Buyer of any of the representations, warranties or covenants herein contained, or their being inaccurate as of the date hereof or as of the Closing. Buyer's warranties, representations, warranties, its obligation to indemnify Seller, and Buyer's liability for breach of any of its representations, warranties or covenants hereunder shall survive Closing and shall not be merged into any deed or other document given at Closing.

3. Property Entitlements. Seller and Buyer shall cooperate with, support, and assist each other in each party's pursuit of local, state and/or federal financial assistance and other entitlements for both parties' use, construction, development and operation of the Property and the Regional Rail Campus including, but not limited to, tax increment financing, eligible benefits under the Nebraska Advantage Act, Customized Job Training, Site and Building Development Fund, Nebraska Department of Transportation Economic Opportunity, and Nebraska Public Power District Economic Development Rate programs. Seller and Buyer further agree to execute any and all applications, documents or other instruments that may be required in connection with pursuit of such entitlements. This provision shall survive the Closing.

4. Buyer's Conditions. In addition to all other conditions to Buyer's obligations hereunder, Buyer's obligations hereunder shall be conditioned upon the occurrence or fulfillment of each of the following conditions or events:

- 4.1. The receipt by Buyer at Closing of an ALTA 2006 owner's policy of title insurance from Title Company insuring good and marketable fee simple title to and ownership of the Property in Buyer in the amount of the Purchase Price on ALTA Form B with exceptions on Schedule B thereof only for the Permitted Exceptions, and such endorsements as Buyer may reasonably request.
- 4.2. The delivery to Buyer of the deed described in Section 1.6 above.
- 4.3. Prior to the expiration of the Due Diligence Period, the Property shall be designed as a "community redevelopment area" and Buyer's tax increment financing application to the Seward Community Redevelopment Authority has been approved and the Seward City Council and Buyer have approved the terms of the redevelopment agreement for the Property in accordance with the Nebraska Community Development Law (Neb.Rev.Stat. 18-2101 et al.).

- 4.4. The parties shall have agreed to a form declaration of easements, covenants and restrictions applicable to the future development of the Property and the surrounding Seward Regional Rail Campus including, but not limited to, common area maintenance, signage, and related matters. Seller shall provide to Buyer the initial draft of said declaration within the first 30 days of the Due Diligence Period. Said declaration shall be recorded at Closing at Seller's cost.
- 4.5. Within the first 60 days of the Due Diligence Period, the parties shall have agreed to a site readiness memorandum of understanding ("MOU") that requires the Seller to satisfy certain site readiness obligations with respect to the Property including, but not limited to, site preparation, access, and wastewater, electrical, telecommunications and other utilities necessary for Buyer's construction and operation of its business on the Property. The MOU shall include a provision that requires the Seller to re-purchase the Property and reimburse Buyer for its out-of-pocket expenses incurred as a result of Seller's failure to satisfy such items in accordance with the terms of the MOU. The terms and conditions of the MOU shall survive Closing and shall not merge with or into the deed. Buyer shall provide to Seller the initial draft of the MOU within the first 30 days of the Due Diligence Period.
- 4.6. Prior to the expiration of the Due Diligence Period, the Seller shall have completed, as Seller's sole cost and to Buyer's satisfaction, a replat of the Property.
- 4.7. The Seller shall deliver to the Title Company at or prior to Closing any documents or instruments reasonably required by the Title Company to issue the owner's title insurance policy and to close the transaction contemplated by this Agreement including, but not limited to, an owner's affidavit and closing statement.
- 4.8. Prior to expiration of the Due Diligence Period, Buyer and Buyer's representatives shall have made such inspections of the Property and shall have conducted or obtained such examinations, investigations, tests, environmental studies and other studies and reports of the Property including, without limitation, investigations of the physical condition of the Property, utility availability, engineering tests, and architect's report, as it shall deem desirable, and the results of any such examinations, investigations, tests, studies or reports, and review of the Seller's documents applicable to the Property shall be satisfactory to Buyer in Buyer's sole and absolute discretion. Seller hereby agrees to permit Buyer or its representatives to enter the Property for such purposes. Buyer shall repair any damage to the Property caused by any such entry.
- 4.9. Prior to expiration of the Due Diligence Period, Buyer shall have obtained all permits and approvals (including, without limitation, building permits, sign approvals, zoning changes or conditional use permits, architectural approvals and curb cut authorizations) from the applicable city and county governments for where the Property is situated and any other applicable governmental or quasi-

governmental entity necessary in Buyer's opinion for the use and occupancy of the Property for Buyer's intended use, subject only to such conditions or requirements as are acceptable to Buyer in its sole and absolute discretion. At Buyer's written request, this contingency shall automatically be extended for an additional period reasonably necessary to obtain resolution of such applications, not to exceed six (6) months, and the Closing shall be extended accordingly.

- 4.10. No action or proceeding shall have been commenced by or against Seller under the federal bankruptcy code or any state law for the relief of debtors or for the enforcement of the rights of creditors.
- 4.11. At Closing, there shall have occurred (in Buyer's sole determination) no material adverse change to the Property from the expiration of the Due Diligence Period through the Closing.
- 4.12. If any of the foregoing conditions, to the extent they are not in Seller's control, are not fulfilled within the time periods indicated, or waived in writing by Buyer, then, at Buyer's option, the Earnest Money Deposit (less \$5,000.00, which shall be retained by Seller as independent consideration for Buyer's rights under this Agreement) shall be returned to Buyer and Buyer's obligations under this Agreement shall be null and void and of no further force or effect; provided, however, in the event Buyer terminates this Agreement under this section as a result of the Seller's failure to satisfy or fulfill any of the foregoing conditions that are in the Seller's control, the independent consideration shall only be \$100.00. The conditions contained in this section are for the benefit of Buyer and Buyer may, in its sole discretion, elect to waive any such contingency by written notice thereof given to Seller.

5. Seller's Conditions. In addition to all other conditions to Seller's obligations hereunder, Seller's obligations hereunder shall be conditioned upon the occurrence or fulfillment of each of the following conditions or events:

- 5.1. Buyer has proposed to purchase the Property from Seller, pursuant to the terms outlined herein, for the development of an industrialized plant and related infrastructure in accordance with plans and specifications provided to Seller (hereafter "Proposed Economic Development Project") of which certain investments are to be made by the Seller upon the property and within the greater Regional Rail Campus. Should the Proposed Economic Development Project not be substantially completed in accordance with such plans and specifications within twenty-four (24) months after Closing, subject to force majeure events and other delays beyond Buyer's control, and upon no less than 60 days' prior written notice from Seller to Buyer, and Buyer fails to substantially complete the Proposed Economic Development Project prior to the expiration of such 60-day period, then Buyer shall re-sell the Property to the Seller, in its then current and AS-IS, WHERE-IS condition and without any representation or warranty from Buyer as to the Property's condition, title, and legal compliance, and reimburse

Seller for its out-of-pocket expenses incurred as part of the re-sale, which shall not exceed \$1,500.00.

- 5.2. At Closing, there shall have occurred (in Seller's sole determination) no material adverse change to the Proposed Economic Development Project from the Effective Date hereof through the Closing.
- 5.3. If the foregoing condition is not fulfilled within the time periods indicated, or waived in writing by Seller, then, at Seller's option, the Earnest Money Deposit shall be retained by Seller and Seller's obligations under this Agreement shall be null and void and of no further force or effect. The conditions contained in this section are for the benefit of Seller and Seller may, in its sole discretion, elect to waive any such contingency by written notice thereof given to Buyer.

6. Default.

- 6.1. Default of Seller. If Seller fails to perform all of its obligations and terms of this Agreement, and such failure continues more than five business days after Buyer's written notice thereof, Seller shall be in default hereunder and Buyer may, as Buyer's sole remedy, elect to terminate this Agreement, and shall be entitled to a return of the entire Earnest Money Deposit under Section 1.3 of this Agreement, or pursue a suit for specific performance.
- 6.2. Default of Buyer. If Buyer fails to perform all its obligations and terms of the Agreement, and such failure continues more than five business days after Seller's written notice thereof, Buyer shall be in default hereunder and the Seller may, at its option, elect to terminate the Agreement and receive and retain the entire Earnest Money Deposit under Paragraph 1.3 of this Agreement as Seller's sole and absolute remedy.

7. Miscellaneous.

- 7.1. Additional Tract. The Seller has an option right to acquire an approximately one-acre tract of land located immediately to the south of the Property ("Additional Tract"). Seller shall not assign such option right or otherwise transfer ownership of the Additional Tract to any third party without the Buyer's prior written approval. Upon the closing of the Seller's acquisition of the Additional Tract under said purchase option, the Seller shall, at no additional cost to Buyer, convey to Buyer fee title to the Additional Tract.
- 7.2. Binding Effect; Benefits. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

- 7.3. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.
- 7.4. Further Assurances. Each of the parties hereto, without further consideration, agrees to execute and deliver such other documents and take such other action, whether prior to or subsequent to Closing, as may be necessary to more effectively consummate the intent and purpose of this Agreement.
- 7.5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.
- 7.6. Notices. All notices, requests, demands, objections and other communications under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally, by U.S. registered or certified mail, return receipt requested, postage prepaid, by email, if followed immediately by notice through overnight commercial courier, or by overnight commercial courier providing confirmation of delivery to the party at the following address or to such other address as any party hereto may from time to time in writing designate to the other parties:

If to Seller: Greg Butcher, City Administrator  
City of Seward  
P.O. Box 38  
537 Main Street  
Seward, NE 68434

With a Copy to: Kelly R. Hoffschneider, City Attorney  
Hoffschneider Law, P.C., LLO  
233 South 13<sup>th</sup> Street, 11<sup>th</sup> Floor  
Lincoln, NE 68508  
kelly@hoffschneiderlaw.com  
(402) 403-5898

If to Buyer: SFD Opco, LLC  
2027 Dodge Street  
Omaha, NE 68102  
Attn: General Counsel

With a copy to: Adam Charlsen  
Husch Blackwell LLP  
13330 California Street, Suite 200  
Omaha, Nebraska 68154  
adam.charlsen@huschblackwell.com  
(402) 964-5013

- 7.7. Survival and Nonmerger. All terms, conditions, obligations, representations and warranties contained in this Agreement shall survive the execution hereof and the Closing hereunder, including, but not limited to, the execution and delivery of any deed related to the Property to be conveyed hereunder and shall not merge into any deed.
- 7.8. Time is of the Essence. For purposes of the respective obligations of the parties hereto, the parties agree that time is of the essence in the performance of their respective obligations hereunder.
- 7.9. Risk of Loss. All risk of loss and damage to the Property or other casualty until Closing is assumed by the Seller.
- 7.10. Severability. If for any reason whatsoever any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable, or invalid, as applied to any particular case or in all cases, such circumstance shall not have the effect of rendering such provision invalid in any case as of rendering any other provision of this Agreement inoperative, unenforceable, or invalid.
- 7.11. Captions. The captions in this Agreement are inserted only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions therein, or conditions thereof.
- 7.12. Assignment. Buyer shall have the absolute right, upon prior reasonable notice to Seller, to assign its rights under this Agreement to any parent, subsidiary, successor by merger, or any entity affiliated with or under common ownership with Buyer, or to a qualified intermediary in connection with a tax deferred exchange under Section 1031 of the Internal Revenue Code of 1986, as amended. Upon Buyer's assignment of this Agreement, the assignee shall be deemed substituted, by novation, for the named Buyer and such assignee shall assume Buyer's obligations hereunder and the named Buyer hereunder shall have no further liability hereunder.
- 7.13. Attorneys' Fees. In the event of litigation between the parties with respect to the Property, this Agreement, the performance of their obligations hereunder or the effect of a termination under this Agreement, the losing party shall pay all costs and expenses incurred by the prevailing party in connection with such litigation, including reasonable attorneys' fees.
- 7.14. Recording of Agreement. In order to provide record notice of Buyer's rights under this Agreement, the Buyer may record a memorandum of this Agreement, in a form reasonably acceptable to Seller, any time after the Closing.

7.15. Seller Not to Market Property. Seller shall not seek additional purchasers or tenants for the Property nor conduct any negotiations with any other party regarding the sale, lease, or transfer of the Property or any portion thereof, for the period commencing on the Effective Date and ending on the Closing Date. Without limiting foregoing, Seller shall not have the right to execute letters of intent and/or “back-up” purchase agreements for the sale of the Property. Seller’s use of general marketing and informational materials promoting the Project, which were created and printed by the Seller prior to the Effective Date, shall not be deemed a violation of this Section 7.15.

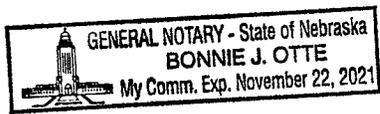
**SELLER:**

City of Seward, Nebraska

By: *Joshua Eickmeier*  
Joshua Eickmeier, Mayor

STATE OF NEBRASKA    )  
                                  )    ss.  
COUNTY OF SEWARD    )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of March, 2019, by Joshua Eickmeier, Mayor of the City of Seward, Seller.



*Bonnie J. Otte*  
Notary Public

**BUYER:**

SFD Opco, LLC

By: *John Messerich*  
Name: John Messerich  
Title: President

STATE OF NEBRASKA    )  
                                  )    ss.  
COUNTY OF SEWARD    )

The foregoing instrument was acknowledged before me this 19 day of March, 2019, by John Messerich, the President of SFD Opco, LLC, a Delaware limited liability company, on behalf of said limited liability company.

*Beth R. Robinson*  
Notary Public

BETH R ROBINSON  
General Notary - State of Nebraska  
My Commission Expires Jul 11, 2021

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

Lot 1, Seward Rail Campus Highway 1<sup>st</sup> Addition, an Addition to the City of Seward, Seward County, Nebraska

Note: the legal description is subject to final City approval of the replat of the subject property and to be confirmed by Buyer's Survey.

## PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") is made and entered into on November \_\_, 2021, by and between City of Seward, Nebraska (the "Seller"), and SFD Opco, LLC, a Delaware limited liability company, or its assigns (the "Buyer").

### RECITALS

- A. Seller is the owner of certain real property (the "Property") legally described as:
- Outlot D, Seward Rail Campus PUD First Addition Corrected Plat, City of Seward, Seward County, Nebraska.**
- B. Buyer desires to exercise its right to acquire the Property under Section 7.1 of a purchase agreement dated March 19, 2019, attached hereto as "Exhibit A".
- C. Seller desires to sell and Buyer desires to acquire the property subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of, and based on, the foregoing Recitals and the mutual promises and agreements set forth below, the parties agree as follows:

1. Transfer of Property.
  - 1.1 Sale and Purchase. At Closing (as hereinafter defined), Seller shall sell to Buyer, and Buyer shall purchase from Seller the Property.
  - 1.2 Purchase Price and Payment. Buyer shall pay to One Dollar (\$1.00) (the "Purchase Price").
  - 1.3 Closing. The Closing of the purchase and sale of the Property shall take place on or after December 31, 2021 at the chosen Title Company's office located in Seward, Nebraska or at such other time, date and place as the parties may mutually agree (the "Closing").
  - 1.4 Title and Possession. Seller agrees to deliver at Closing a general warranty deed to the Property conveying to Buyer marketable title to the Property, free and clear of all mortgages, deeds of trusts, leases, encumbrances, liens, statutory rights or covenants, except for easements and restrictions of record that are acceptable to Buyer. Seller shall deliver possession of the Property to Buyer at the time of Closing.
  - 1.5 Title Insurance. Prior to Closing, Seller shall furnish Buyer with a commitment for an owner's policy of title insurance with legible copies of all exception

documents referenced therein in the amount of Purchase Price, which insures marketable title to the Property, subject only to easements and restrictions of record that are acceptable or deemed acceptable to Buyer (the "Title Commitment"). Buyer shall have thirty (30) after the date of its receipt of the Title Commitment and legible copies of all exception documents referenced therein to review the title and physical condition of the Property and to conduct any other due diligence and inspections on the Property. Buyer shall make written objections to title of the Property within such 30-day period. Absent timely objection, any easement or restriction identified in the Title Commitment shall be deemed acceptable to Buyer. Seller shall have a reasonable period to cure any unacceptable easement or restriction. The premium for the owner's title insurance policy and the closing fee of the Title Company shall be divided equally between Seller and Buyer. Buyer shall have the right to terminate this Agreement at any time and for any or no reason by written notice to Seller delivered prior to the expiration of such 30-day period.

1.6 Taxes, Assessments, and other Costs. Seller shall be responsible for all taxes relating to the Property for the year preceding Closing and all prior years as well as all special assessments levied prior to Closing. Taxes relating to the Property for the calendar year when Closing occurs shall be pro-rated as of the date of Closing. Buyer shall pay the filing fee which becomes payable upon recordation of the warranty deed.

1.7 Purchase Agreement Preparation and Legal Representation. The cost of preparation of this Purchase Agreement shall be paid for by Seller, which shall be prepared by the law firm of Hoffschneider Law, P.C. LLO. Should Buyer choose to be represented by legal counsel, Buyer shall be responsible for all of Buyer's own attorney fees and costs charged to Buyer by Buyer's attorney.

1.8 Remonstrance Contingency. The Closing of this sale is contingent upon the City of Seward not receiving a remonstrance against this sale within 30 days after passage and publication of an ordinance directing the conveyance of the Property in accordance with the procedures set forth in Neb. Rev. Stat. § 16-202 and Seward Municipal Code § 340-1.2. If the City receives such a remonstrance, this Agreement shall be null and void and the Buyer shall be entitled to a full refund of Buyer's Earnest Money Deposit as Buyer's sole recourse against the City for its inability to convey the Property to the Buyer.

1.9 Survey. Immediately upon Buyer's receipt of the Title Commitment, Buyer may order, at Buyer's expense, an ALTA survey from a licensed and registered surveyor ("Survey"), locating the out-boundaries of the Property, and locating all matters constituting appurtenance or exceptions to title shown on the Title Commitment. The Survey, when approved by Buyer, shall conclusively establish the legal description of the Property.

## 2. Representations and Warranties.

2.1 Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

2.1.1 Hazardous Substances. Seller hereby represents that the Property does not contain any known substances deemed hazardous under any applicable Local, State and Federal laws and regulations. Seller specifically grants Buyer the right to conduct an environmental study at any time prior to Closing to determine whether any environmental hazards exist. Seller acknowledges that it has made such representations and that such representations are a material inducement to Buyer to enter into this Agreement. In the event hazardous substances are discovered on the Property, Buyer may terminate this Agreement by written notice to the Seller, and the Buyer shall receive a refund of all money deposited with the Title Company

2.1.2 Maintenance of the Property. Until possession is given to Buyer, Seller will keep and maintain the Property in as good condition as it now is, reasonable wear and tear excepted.

2.1.3 No Brokerage Agreement. Seller has not entered into any contract, arrangement or understanding with any person or firm which may result in the obligation of Buyer to pay any finder's fee, brokerage or agent's commission or other like payment in connection with the negotiations leading to this Agreement or the consummation of the transactions contemplated hereby. Seller acknowledges that Kelly R. Hoffschneider of Hoffschneider Law, P.C., LLO is a licensed real estate broker in the State of Nebraska, but has not been retained in that capacity.

2.2 Representations and Warranties of Buyer. Buyer represents and warrants to Seller as follows:

2.2.1 Brokerage Agreement. Buyer has not entered into any contract, arrangement or understanding with any other person or firm which may result in the obligation of Buyer or Seller to pay any finder's fee, brokerage or agent's commission or other like payment in connection with the negotiations leading to this Agreement or the consummation of the transactions contemplated hereby. Buyer acknowledges that Kelly R. Hoffschneider of Hoffschneider Law, P.C. LLO is a licensed real estate broker in the State of Nebraska, but has not been retained in that capacity.

### 3. Default

3.1 Default of Seller. If Buyer shall perform all of its obligations and terms of this Agreement, and Seller shall default in the performance of any of the terms and conditions of this Agreement, Buyer may elect to terminate this Agreement, and shall be entitled to a return of the Earnest Money Deposit under Paragraph 1.2 of this Agreement, and to pursue any other legal or equitable remedies against Seller, including, without limitation, a suit for specific performance.

3.2 Default of Buyer. If Seller shall perform all its obligations and terms of the Agreement, and Buyer shall default in the performance of any of the terms and conditions of this Agreement, the Seller may, at their option, elect to terminate the Agreement and receive and retain the Earnest Money Deposit under Paragraph 1.2 of this Agreement, and pursue any other legal or equitable remedies against Buyer, including, without limitation, a suit for specific performance.

4. Miscellaneous.

4.1 Binding Effect; Benefits. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

4.2 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

4.3 Further Assurances. Each of the parties hereto, without further consideration, agrees to execute and deliver such other documents and take such other action, whether prior to or subsequent to Closing, as may be necessary to more effectively consummate the intent and purpose of this Agreement.

4.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

4.5 Notices. All notices, requests, demands, objections and other communications under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally or 48 hours after being mailed registered or certified mail, return receipt requested, postage prepaid, to the party at the following address or to such other address as any party hereto may from time to time in writing designate to the other parties:

If to Seller: Greg Butcher, City Administrator  
City of Seward  
P.O. Box 38  
537 Main Street  
Seward, NE 68434

With a Copy to: Kelly R. Hoffschneider, City Attorney  
Hoffschneider Law, P.C., LLO  
1120 K Street, Suite 200  
Lincoln, NE 68508  
kelly@hoffschneiderlaw.com  
(402) 261-7677

If to Buyer: SFD Opco, LLC  
2027 Dodge Street  
Omaha, NE 68102  
Attn: General Counsel

With a Copy to: Adam Charlsen  
Husch Blackwell LLP  
13330 California Street, Suite 200  
Omaha, NE 68154  
[Adam.charlsen@huschblackwell.com](mailto:Adam.charlsen@huschblackwell.com)  
(402) 964-5013

4.6 Survival and Nonmerger. All terms, conditions, obligations, representations and warranties contained in this Agreement shall survive the execution hereof and the Closing hereunder, including, but not limited to, the execution and delivery of any deed related to the Property to be conveyed hereunder and shall not merge into any deed.

4.7 Time is of the Essence. For purposes of the respective obligations of the parties hereto, the parties agree that time is of the essence in the performance of their respective obligations hereunder.

4.8 Risk of Loss. All risk of loss and damage to the Property or other casualty until Closing is assumed by the Seller.

4.9 Severability. If for any reason whatsoever any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable, or invalid, as applied to any particular case or in all cases, such circumstance shall not have the effect of rendering such provision invalid in any case as of rendering any other provision of this Agreement inoperative, unenforceable, or invalid.

4.10 Captions. The captions in this Agreement are inserted only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions therein, or conditions thereof.

[SIGNATURES ON FOLLOWING PAGES]

**SELLER:**

City of Seward, Nebraska

STATE OF NEBRASKA )  
                                  )  
COUNTY OF SEWARD )

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

ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of November, 2021, by Joshua Eickmeier, Mayor of the City of Seward, Seller.

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

DRAFT

**BUYER:**

SFD Opco, LLC

By: \_\_\_\_\_  
Amy Patterson, President

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Amy Patterson, President of SFD Opco, LLC, Buyer.

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

DRAFT

**COUNCIL REQUEST**

1. Discussion of Parks and Recreation Funding for Cattle Indoor Facility Improvements and Upgrades - Councilmember Ellen Beck

**REPORTS**

1. City Administrator's Report - City Administrator Butcher

## CITY ADMINISTRATORS REPORT – 11/2/2021

- Monitoring a number of street projects Waverly Road (continues pouring concrete), design work on East Seward and East Hillcrest.
- Covid-19 response to inquiries and issues.
- Working on finalizing grants for Petsource/Rail Campus – EOP.
- Assisting City Attorney with a number of real estate items.
- Met with local developer on Planning and Zoning options.
- Covid-19 Unified Command Calls
- Visited Grand Island to discuss residential TIF along with Councilmember, Dr. Josh Fields, and Ryne Seaman.
- Reviewed City Hall office space options with contractor team for Payroll Clerk being added to City Hall.
- Reviewed specific stormwater issue related to new potential development, met with local NDOT Engineering team and ROW permitting.
- Met with City Clerk/HR Director about personnel handbook changes.
- Held LB 840 meeting for application of 14tin LLC.
- Drafted the Letter of Intent to the Seward Wellness Committee regarding state grant, fundraising, and sales tax vote.
- Review Street CIP with Street Superintendent and City Engineer to establish specific action plans and priorities for FY 2021-2022.
- Assisted with interviews for Payroll Clerk.
- Work with Petsource on real estate transfer.
- Met with Black Hills Energy about City capacity upgrades.

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

### **Police Department**

- 4<sup>th</sup> of July Committee.
- CPR/First Aid training.
- Juvenile Services 4-yr Planning Committee.
- Trunk or Treats.
- Filling CSO vacancy.

### **City Clerk/Human Resources/City Hall**

- Seward Safety Committee By-Laws draft submitted to Safety Committee leadership for review.
- Working with Bob Core and Bob Miers to gather info. for the Tree City USA application.
- Beginning process for 2022 Tobacco License renewals.
- Reviewing and meeting with City Administrator to begin the process of incorporating needed changes.

### **Water/Wastewater Department**

- Pull large filter pump at pool and send in for repair estimate.
- Walk through at pool, finish up winterizing.
- Repair/dig up and inspect water main leak on Lincoln Street (schedule pending).
- Review water results for chemical dosage at RO plant, meeting with chemical rep Monday.

### **Parks and Rec/Cemetery/Golf/Pool**

- Mayor's Fun Run on Sunday at noon.
- Kids costume contest on Thursday at the band shell, and dog costume contest on Saturday at the bandshell.

- Finish putting up fence at Anderson Cemetery.
- Replacing broken pieces of playground equipment at four plex and playground by the soccer fields.
- Helping Street Department pour driveway at Municipal Building.

#### **Civic Center**

- Meetings as usual (very busy week), setting up time to get sprinklers serviced and turned off.
- Back to full staffing.

#### **Electric Department**

- Meetings on Pro Field metering Eq.
- Set 2 poles on 10<sup>th</sup> and South Street.
- Switch back 345.5 kv line and 14<sup>th</sup> Street to Water Tower Sub.
- Work with contractor on Progressive Ave. project.
- Trim trees at 29 Jackson.

#### **Street Department**

- Winterize pump station.
- Cement work front of Municipal Building.
- Work on Flood levee projects.
- Work on CIP purchases.

#### **Library**

- Accepting application for Library Assistant I.
- Advertising for a new Custodian (again).
- Seward Library Foundation meeting on Wednesday, Oct. 27.
- Preschool costume party on Friday, Oct. 29.

#### **Building Inspection/Planning Department**

- Work on staff reports for upcoming PC meeting.
- Municipal Building Remodel update: finish flooring this week.
- Asbestos inspection was completed on Oct. 13 for 730 and 740 Jackson.
- Internal and Preliminary Plat and subdivision agreement review for Prairie View Development.
- Inspections and plan reviews.

#### **Engineering**

- Lighting, prep for seeding, ROW paperwork and monitor sod for Waverly Road (City).
- Minor concrete pours (curbs, driveway, mailbox turnouts), reconstruct shoulders and change orders for Waverly Road (County).
- Review and comment on revised drawings for East Seward Street (County).
- Update NDOT lane mile report.
- Comment on site plan and funding application for Water Tower.

#### **Finance Dept.**

- Payroll statement reconciliation.
- Semi-Annual Treasurer's Report.
- Payroll tax returns.
- Occupation tax report.
- Interviews for Payroll Clerk position.

**FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE  
ACTION  
ANNOUNCEMENT OF UPCOMING EVENTS  
MOTION TO ADJOURN**

---

I, Derek Bargmann, the duly appointed qualified and acting City Clerk 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 Municipal Building, Seward County Courthouse, Seward Memorial Library and CityofSewardNE.gov

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

---

Derek Bargmann, City Clerk

---

Date