

# **AGENDA**

## **SEWARD CITY COUNCIL MEETING**

### **Tuesday, August 2, 2016 @ 7:00 PM**

**NOTICE IS HEREBY GIVEN** that a meeting of the City Council of the City of Seward, Nebraska will be held at 7:00 PM on Tuesday, August 2, 2016, in the Municipal Building Council Chambers, 142 North 7th Street, Seward, Nebraska, which meeting will be open to the public. The Mayor and City Council reserve the right to adjourn into Closed Session as per Section 84-1410 of the Nebraska Revised Statutes. An Agenda for such meeting, kept continually current, is available at the Office of the City Clerk, 537 Main Street, Seward, Nebraska, during normal business hours. Individuals requiring physical or sensory accommodations, who desire to attend or participate, please contact the City Clerk's Office at 402.643.2928 no later than 3:30p.m. on the Friday preceding the Council Meeting.

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

## **AGENDA ITEMS**

**CALL TO ORDER** – Mayor Eickmeier

**PLEDGE OF ALLEGIANCE-MOMENT OF SILENCE** - Mayor Eickmeier

**DISCLOSURE OF OPEN MEETINGS ACT & OTHER NOTIFICATIONS** - Mayor Eickmeier

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

**ROLL CALL** - Mayor Eickmeier

**1. CONSIDERATION OF APPROVAL OF DRAFT MINUTES OF JULY 19, 2016** - City Clerk Otto

**2. CONSIDERATION OF CONSENT AGENDA**

- A. Claims & Payables Reports
- B. Publication of Salaries in Accordance with Section 19-1102 of the Nebraska State Statute
- C. Infrastructure Cost Items Reimbursable Back to the City

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

- A. Reappointment of Sue Bowen and Mike Langner (Alternate) to the Planning Commission for a 3-yr term
- B. Reappointment of Patty Payne to the Cemetery Board for a 3-yr term

- C. Reappointment of John Owens to the Civic Center Commission for a 3-yr term
4. **CONSIDERATION OF MAYOR'S APPOINTMENT TO THE MARKETING HOMETOWN AMERICA STEERING COMMITTEE - Mayor Eickmeier**
    - A. Appointment of Councilmember Beck to serve on the Marketing Hometown America Steering Committee
  5. **ACKNOWLEDGE RECEIPT OF AIRPORT AUTHORITY RESOLUTION REQUESTING LEVY AUTHORITY FOR FY 2016-2017- City Administrator Smith**
  6. **COUNCIL TO REJECT ALL BIDS RECEIVED ON JUNE 27, 2016 FOR CLEANING AND PAINTING THE NORTH LARGE WATER TOWER - City Administrator Smith**
  7. **CONSIDERATION OF AWARING BID FOR CLEANING AND PAINTING THE NORTH LARGE WATER TOWER - City Administrator Smith**
    - A. Consideration of a Resolution declaring the official intent to issue tax-exempt bond anticipation notes or bonds for repainting the North Large Water Tower, and in addition, to declare the City's reasonable expectations to reimburse certain expenditures with the proceeds of the bonds.
  8. **CONSIDERATION OF REVISED POLE ATTACHMENT AGREEMENT - City Atty Hoffschneider**
  9. **CONSIDERATION OF POLE ATTACHMENT AGREEMENT WITH BLUESTEM FIBER - City Administrator Smith**
  10. **CONSIDERATION OF A WELL PERMIT APPLICATION FOR ROBERT RINGLER, 1349 RIDGE RUN - City Administrator Smith**
  11. **CONSIDERATION OF A WELL PERMIT APPLICATION FOR KEN IMIG, 905 ROBERTS STREET - City Administrator Smith**
  12. **CONSIDERATION OF AMENDMENT TO LIQUOR LICENSE FOR BOTTLE ROCKET BREWING, 230 S 5TH STREET, ADDING TO THE BUILDING AND AN OUTDOOR DECK - Gerald Homp**
  13. **CONSIDERATION OF CLAIM FROM GILBERT DAENZER, 540 E HILLCREST FOR PERSONAL PROPERTY DAMAGE - City Administrator Smith**
  14. **CONSIDERATION OF REQUEST BY SEWARD FIRST IMPRESSIONS COMMITTEE TO ERECT SIGN ON CITY PROPERTY - EAST HWY 34 - Gary Rolf**
  15. **CONSIDERATION OF REQUEST TO AMEND ARTICLE 14, SECTION 2-1407, CITY TREE BOARD TO ADD THE AUTHORITY OF THE TREE BOARD TO PLANT TREES - Matt Stryson**
  16. **CONSIDERATION OF AN ORDINANCE ESTABLISHING RULES AND REGULATIONS FOR THE DOG PARK - City Atty Hoffschneider**
  17. **CONSIDERATION OF AN ORDINANCE (THIRD AND FINAL READING) SUSPENDING SEWARD MUNICIPAL CODE SECTION 3-141 FOR A PERIOD OF**

**TWO YEARS AND ISSUING A STAY FOR THIS TIME FOR DIGGING, DRILLING  
OR CONSTRUCTION OF PRIVATE WELLS WITHIN THE CORPORATE LIMITS  
OF THE CITY - City Administrator Smith**

**18. CITY ADMINISTRATOR'S REPORT- City Administrator Smith**

**19. FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE  
ACTION - Mayor Eickmeier**

**20. MOTION TO ADJOURN**

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I, Bonnie Otte, the duly appointed, qualified and acting Assistant Administrator/Clerk-Treasurer/Budget & Human Resource Director of the City of Seward, Nebraska, hereby certify:

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

IN WITNESS WHEREOF, I have hereunto set my hand officially and affixed the seal of the City this 29th day of July, 2016.

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

# **City of Seward, NE**

**Tuesday, August 2, 2016**

**Regular Session**

## **Item G1**

### **CONSIDERATION OF APPROVAL OF DRAFT MINUTES OF JULY 19, 2016 - City Clerk Otte**

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

**Staff Contact:**

July 19, 2016

The Seward City Council met at 7:00 p.m. on Tuesday, July 19, 2016, with Mayor Joshua Eickmeier presiding and Assistant Administrator /Clerk-Treasurer /Budget & Human Resources Director Bonnie Otte recording the proceedings. Upon roll call, the following Councilmembers were present: Jon Wilken, Ellen Beck, Dean Fritz, Karl Miller, Chris Schmit and Dick Hans. Other officials present: City Administrator Bruce Smith and Attorney Ryan McIntosh filling in for City Attorney Kelly Hoffschneider. Absent: Councilmembers Sid Kamprath and John Singleton.

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

#### THE PLEDGE OF ALLEGIANCE

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

#### 1. APPROVAL OF MINUTES OF JULY 5, 2016 COUNCIL MEETING

Councilmember Hans moved, seconded by Councilmember Fritz, that the minutes of the July 5, 2016 City Council meeting be approved.

Aye: Wilken, Hans, Fritz, Miller, Beck, Schmit

Nay: None

Absent: Singleton, Kamprath. Motion carried.

#### 2. CONSENT AGENDA CONSIDERATION ITEMS

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

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

CLAIMS LIST  
7-19-16  
COUNCIL MEETING

July 19, 2016

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

Advantage Companies	Se, Su	740.00
Ahern Fire Protection	Bu	135.00
Alamar Uniforms	Uniforms	26.48
Aldrich Melvin L	Ex	90.00
Amazon.Com Credit Service	Su, Bu	802.39
Ameritas Life Insurance Co	Ins	5,774.88
Aqua-Chem Inc	Su	1,284.25
Archi + Etc Llc	Se	1,602.50
Baker & Taylor	Su	1,792.00
Baldinger Charlotte	Mi	34.02
Baldwin Alan	NPPD Incentive	30.00
Bear Service Termite Contr	Bu	288.00
Berens-Tate Consulting	Se	2,000.00
Bizco Technologies	Se	5,346.02
Black Hills Energy	Ut	1,585.88
Bloebaum Nickalas	Ex	90.00
Brunckhorst Kent	Ex	90.00
Bruning State Bank	Lease	3,550.00
Capital Business-Cheyenne	Ma	91.00
Cash-Wa Distributing Co	Su	158.75
Cihal Alan F	Ex	90.00
City Seward Library Petty	Su	105.92
City Seward Merchant Serv	S, Se, Fees	1,810.09
City Seward Payroll Account	Payroll	146,084.29
City Seward Petty Cash	Su, Re, Se	268.82
Control Services Inc	Bu	1,089.95
Core Robert	Se	90.00
D & D Communications	Eq	23,194.00
Davis Dean	Ex	385.00
Demco Inc	Su	110.49
Dittmer Chlancey	Ex	90.00
Dowding Pool	Misc	100.00
Duer Bryan	Ex	90.00
Duffek Daniel D	Ex	90.00
Dutton-Lainson Co	Su, Re	3,611.03
E M C Insurance Companies	Ins	1,005.06
Emergency Medical Product	Su	389.67
Farmers Coop Seward	Su, Gu, Re	5,159.73
Fast Mart	Su	29.74
Fastenal Company	Su	199.24
Foley Nathan	Ex	385.00
French Matthew	Ex	90.00
Fyr-Tek	Re	1,560.67
Geidel Jeremy	Ex	120.00
General Fire & Safety Eq	Bu	239.45
Gerhold Concrete Co Inc	Re	114.95
Glass Edge Inc	Bu	1,025.00
Gonzalez Edward	Ex	90.00
Good Life Magazine	Su	55.94
Hach Company	Su	347.03
Hamilton Equipment Company	Re	144.06
Hans Jared	Ex	30.00
Hansen Dan	Ex	90.00
Hartmann Custom Service	Se	2,238.75
Hemphill Electric LLC	Re	70.00

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Heyen's Service & Custom	Re	171.23
Hochstein Jared	Ex	90.00
Hughes John	Ex	90.00
Hydraulic Equipment Service	Re	773.90
J & J Diesel Service Inc	Re	1,677.49
J 4 K Cleaning Company	Se	175.00
J R Welding Inc	Bu	75.44
Jackson Services Inc	Ma	33.00
Komenda Matt	Ex	120.00
Kriz-Davis Co	Re	954.17
Last Mile Network Consult	Se	90.00
Lincoln Journal-Star	Ex	589.00
Lincoln Winwater Works	Re	492.61
Matheson Tri-Gas Inc	Su	99.70
Mattson Ricketts Law Firm	Se	4,000.00
Memorial Health-Drug	Se	31.00
Merle's Garden Center	Gu	305.38
Meyer Automotive	Su	121.10
Mid-American Benefits Inc	Ins	480.40
Midwest Auto Parts	Re, Su	517.90
Midwest Automotive	Re	1,205.66
Midwest Door & Hardware	Bu	756.00
Midwest Laboratories Inc	Se	836.03
Midwest Service & Sales	Su	1,175.95
Midwest Turf & Irrigation	Re, Equip	7,668.54
Miers Robert M	Se	90.00
Nagel Kim	Refnd	35.00
Nebraska Equipment Inc	Re	50.04
Nebraska Pub Pow-DesMoine	Ut, Incentives	621,475.75
Niemann's Port-A-Pot LLC	Misc, Gu	350.00
O C L C Inc	Su	180.69
Office Depot Inc	Ma	179.99
Olsson Associates	Ma	228.74
Omaha World Herald	Ex	272.03
One Call Concepts Inc	Se	123.39
O'Reilly Automotive Inc	Re, Su	104.52
Orscheln Farm & Home	Re, Gu, Su	280.23
P C M - G Inc	Eq	1,288.00
Pac 'N' Save Discount Food	Su, Re	942.97
Pankoke Henry W	Se	440.00
Pavers Inc	Su	655.09
Pedersen Brent	Ex	90.00
Plains Equipment Group In	Gu, Re	647.72
Plunkett's Pest Control	Bu	59.32
Pollak Cody	Ex	90.00
Precision Tool & Machine	Re, Ma	333.70
Prestige Flag	Misc	93.90
Quill Corp	Su	400.84
Radar Road Tec	Se	140.00
Ruether Larry L	Ex	90.00
S & S Design	Su	369.00
Sam's Club (Lib-Rec-Pool)	Su	168.24
Sam's Club (Sen Center)	Su	58.15
Sanley Patricia	Ex	90.00
Schaefer Concrete LLC	Re	1,980.00
Schaefer Troy	Ex	90.00
Seward County Independent	Ex	974.06
Seward County Public Power	Ut	2,428.18
Seward County Treasurer	Se	15,188.50
Seward Lumber & Home Cent	Su, Re, Gu, Bu	687.24

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Seward School District	Fees	40.00
Siteone Landscape Supply	Gu, Re	1,719.77
Smoking Gun Jerky Inc	Su	460.80
Sports Express	Su	74.00
St Louis Michelle	Ex	90.00
St P J Supply Inc	Su	129.87
Supplyworks	Su	284.97
Verizon Wireless	Se	137.55
Visa - Pinnacle Bank		323.54
Menards	Bu	26.73
The Learning Station	Su	18.50
AmazonPrime Membership	Misc, Gu	99.00
DNH*GoDaddy.com	Misc	36.34
Discountmugs.com	Su	142.97
Wattier Mark	Ex	90.00
Wesco Distribution Inc	Su	406.60
Windstream Nebraska Inc	Se	2,577.70
		<hr/> \$895,644.64

Aye: Fritz, Wilken, Beck, Hans, Miller, Schmit  
Nay: None  
Absent: Singleton, Kamprath. Motion carried.

### 3. CONFIRMATION OF MAYOR'S APPOINTMENTS

Councilmember Schmit moved, seconded by Councilmember Hans, that Mayor Eickmeier's reappointment of Pat Ohlmann to the Civil Service Commission for a 5-year term be approved.

Aye: Fritz, Wilken, Beck, Miller, Hans, Schmit  
Nay: None  
Absent: Singleton, Kamprath. Motion carried.

Councilmember Wilken moved, seconded by Councilmember Schmit, that Mayor Eickmeier's appointment of Jeremy Tonniges (replace David Kumm) to the LB 840 Sales Tax Application Review Board for Economic Development for a 3-year term be approved.

Aye: Fritz, Wilken, Beck, Miller, Hans, Schmit  
Nay: None  
Absent: Singleton, Kamprath. Motion carried.

Councilmember Hans moved, seconded by Councilmember Wilken, that Mayor Eickmeier's reappointment of Claudia Horton to the Cemetery Board for a 3-year term be approved.

Aye: Fritz, Wilken, Beck, Miller, Hans, Schmit  
Nay: None  
Absent: Singleton, Kamprath. Motion carried.

Councilmember Fritz moved, seconded by Councilmember Beck, that Mayor Eickmeier's reappointment of Juanita Goings to the Civic Center Commission for a 3-year term be approved.

Aye: Fritz, Wilken, Beck, Miller, Hans, Schmit  
Nay: None  
Absent: Singleton, Kamprath. Motion carried.

Councilmember Schmit moved, seconded by Councilmember Miller, that Mayor Eickmeier's reappointment of Ron Wallman to the Planning Commission for a 3-year



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term be approved.

Aye: Fritz, Wilken, Beck, Miller, Hans, Schmit  
Nay: None  
Absent: Singleton, Kamprath. Motion carried.

Councilmember Fritz moved, seconded by Councilmember Wilken, that Mayor Eickmeier's reappointment of Matt Stryson and Larry Goldsmith to the Tree Board for a 3-year term be approved.

Aye: Fritz, Wilken, Beck, Miller, Hans, Schmit  
Nay: None  
Absent: Singleton, Kamprath. Motion carried.

4. CONSIDERATION OF CLAIM FROM DOUGLAS TUTTY, 344 SEWARD STREET FOR PERSONAL PROPERTY DAMAGE

City Administrator Smith stated the City received a claim in the amount of \$2,892.88 from Douglas Tutty, 344 Seward Street, for damage to a vehicle as the result of several tree limbs falling on his vehicle following a windstorm on 7-7-16. Mr. Tutty's claim is the tree limbs falling on the vehicle were from a tree located on City property.

Councilmember Fritz moved, seconded by Councilmember Schmit, that the claim of Douglas Tutty, 344 Seward Street, for personal property damage in the amount of \$2,892.88 be denied and forwarded to the City's insurance carrier for review and disposition.

Aye: Fritz, Wilken, Beck, Miller, Hans, Schmit  
Nay: None  
Absent: Singleton, Kamprath. Motion carried.

5. CONSIDERATION OF A CLAIM FROM JODI BREES, 141 E SEWARD STREET FOR PERSONAL PROPERTY DAMAGE

City Administrator Smith stated the City received a claim in the amount of \$3,900.00 from Jodi Brees, 141 E Seward Street, for damage to her vehicle as the result of a tree falling on her vehicle following a windstorm on 7-7-16. Ms. Brees is claiming the tree that fell on her vehicle was located on City property. He added that the City does inspect the trees on City property and trims and removes trees if it is obvious the tree is diseased or dying. The termite issue was not visible from the outside and the tree was still bearing leaves.

Jodi Brees, 141 E Seward, stated the tree was severely damaged by termites and her insurance will not cover the damages as the tree was not located on her property.

Councilmember Schmit moved, seconded by Councilmember Fritz, that the claim of Jodi Brees, 141 E Seward Street, for personal property damage in the amount of \$3,900 be denied and forwarded to the City's insurance carrier for review and disposition.

Aye: Fritz, Wilken, Beck, Miller, Hans, Schmit  
Nay: None  
Absent: Singleton, Kamprath. Motion carried.

\*\* Mayor Eickmeier rearranged the order of the agenda, as the presenter for item 6 had not arrived for the meeting.\*\*

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7. PRESENTATION ON MARKETING HOMETOWN AMERICA AND CONSIDERATION OF APPOINTING A REPRESENTATIVE TO PARTICIPATE ON A STEERING COMMITTEE

Jonathan Jank, President and CEO of the Seward County Chamber & Development Partnership, presented information on Marketing Hometown America with the goal of helping rural communities develop action plans to better market themselves to new residents. He stated the program is funded by Great Plains Communications. Mr. Jank asked that a representative of the community of Seward be appointed to serve on a Steering Committee (does not have to be a Council Member), which will meet two times in August to assist in identifying ways for effectively recruiting new residents and businesses to each of the ten Seward County communities.

Mayor Eickmeier asked that the Council Members forward names of members in the community or Council Members names who they would like considered to represent the Seward community. He will then appoint the person at the August 2 City Council meeting. No action was taken.

8. PRESENTATION OF INFORMATION ON NEW SEWARD COUNTY EVENTS CALENDAR AND MARKETING HOMETOWN AMERICA

Jonathan Jank, President and CEO of the Seward County Chamber & Development Partnership provided information on the new Seward County Events calendar. He stated each community is asked to post their events on the countywide events calendar. The URL is: SewardCountyEvents.com. No action was needed or taken.

6. PRESENTATION ON WAGE AND BENEFIT SURVEY

Mr. Paul Essman, Capital City Concepts, LLC, presented the results of the wage and benefit study dated July 1, 2016. Mr. Essman stated he has been conducting wage and benefit studies for thirty-plus years and is considered an expert witness by the Nebraska Commission of Industrial Relations CIR (state agency designed to resolve public sector labor controversies with jurisdiction over state and local government employees, including public utilities). He stated he has testified in two cases under the new CIR legislative rules.

Mr. Essman stated this study included ten communities and two utilities (Aurora, Beatrice, Blair, Crete, Nebraska City, Nebraska City Utilities, Plattsmouth, Schuyler, South Sioux City, Wahoo, Wayne and York). The review covered job descriptions, wage data and benefit data. Some interviews were conducted on location and others via telephone.

He stated wage review is important for comparability and retention and to see what other communities are doing to recruit and retain employees (through wages and benefits). Some communities are looking at age-rated health insurance, which in some cases, lowers the costs. He stated some communities are scrambling to afford the cost of health care for their employees, with some looking toward Health Savings Account (HSA) plans and non-smoker/smoker plans. Others are turning to deductibles and reviewing prescription plans and wellness plans to assist employees in catching health issues proactively. He stated vision is not a usual coverage in a plan; however, some communities offer it as an employee paid benefit.

Law enforcement positions are seeing the fastest growing wage increases due to retention. Once an officer is trained and has obtained the skills and certification, wages and benefits are key to retention. The next group under review for retention/replacement are the retirees because of the knowledge and skill base that may be difficult to replace.

Mr. Essman stated the wage increases ranged from as low as 2% to as high as 4.5% across the communities surveyed.

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He stated that overall, there is nothing glaring in the City's wages or benefits as compared to the other communities surveyed. Some communities are moving days (adding or subtracting) between vacation and personal or sick leave. The benefits offered by the City are similar and he does not see the wages or benefits offered as a detriment to recruiting; however, certain positions may be harder to fill or retain.

He stated that part-time and summer/seasonal labor should not rely as heavily on the study as it is typically the local market that determines what has to be paid to recruit or retain the positions (lifeguards, park laborers, etc).

A question was raised about moving to Paid Time Off (PTO). Mr. Essman stated this is not comparable and the City of Crete, under the CIR ruling, had to move back to separate vacation and sick leave and had to backpay individuals for PTO balances.

Another question was raised about including the private sector when comparing positions. Mr. Essman stated that the private sector can be used; however, certain positions, such as law enforcement do not have a private sector comparison. He stated that even comparing a secretarial position can be difficult because the City would have to prove continuity or similar employment (personnel rules, community interest). He stated in the past 30 years, the private sector has been used for comparison, but the private sector can typically react quicker to market conditions than the public sector, thus making comparability more difficult. No action was taken.

9. CONSIDERATION OF AN ORDINANCE (SECOND READING) SUSPENDING SEWARD MUNICIPAL CODE SECTION 3-141 FOR A PERIOD OF TWO YEARS AND ISSUING A STAY FOR THIS TIME FOR DIGGING, DRILLING OR CONSTRUCTION OF PRIVATE WELLS WITHIN THE CORPORATE LIMITS OF THE CITY

Mayor Eickmeier read on second reading Ordinance No. 2016-12, AN ORDINANCE TO SUSPEND SEWARD MUNICIPAL CODE SECTION 3-141 FOR A PERIOD OF TWO YEARS, AND TO ISSUE A STAY FOR THE SAME PERIOD OF TIME FOR THE DIGGING, DRILLING OR CONSTRUCTION OF PRIVATE WELLS WITHIN THE CORPORATE LIMITS OF THE CITY; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM AND TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

City Administrator Smith stated the City currently has 83 registered private wells and staff is contacting owners of wells that are being shared, which is against the regulations, to cease and desist the sharing. He stated approximately 4 private wells have been approved in the past couple of years. He said he does not know if contamination has occurred by any of the private wells. He said he talked with five communities that do not allow the private wells and the Natural Resources District placed a moratorium on well drilling a few years back while they were undergoing regulation review. He added that there were comments at the last meeting that the homeowner has the rights to the water under their property, which is incorrect. The water belongs to the State of Nebraska. He stated he has not gathered any other information as it was not clear what the City Council wanted him to provide.

Tony Vrana, 131 N 1<sup>st</sup> Street addressed the City Council stating there are pros and cons for allowing private wells within the City, but doesn't see any harm in a moratorium to allow time to study the productivity and dependability of the water supply, which could be affected by private well use. He stated that when a municipality invests a lot of money in water treatment, they should expect the citizens to use the facility's water. The two-year moratorium would be logical.

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Mr. Vrana provided a brief history of his career in working for the Department of Agriculture and the Natural Resources District in soil and water conservation for more than thirty-three years.

There was a question as to whether a private wells could be shut down if there was a water shortage, at which City Administrator Smith stated the City can restrict use by persons connected to the City system, but not sure about restrictions on a private well.

Thereupon, Councilmember Hans moved that the statutory rule requiring the reading of the ordinance by title on one additional day (three different days total) be dispensed with, which motion was seconded by Councilmember Schmit. The roll was called on the adoption of said motion, and the Councilmembers present voted as follows:

Aye: Fritz, Schmit, Hans

Nay: Wilken, Beck, Miller

Absent: Kamprath, Singleton. Motion failed for not having passed by three-fourths vote of the elected officials.

Ordinance No. 2016-12 will be considered on third and final reading on August 2, 2016.

10. CITY ADMINISTRATOR REPORT

Councilmember Wilken moved, seconded by Councilmember Schmit, that the City Administrator's Report dated July 19, 2016 be accepted.

Aye: Fritz, Wilken, Beck, Hans, Miller, Schmit

Nay: None

Absent: Singleton, Kamprath. Motion carried.

11. FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE ACTION

None

12. MOTION TO ADJOURN

Councilmember Fritz moved, seconded by Councilmember Wilken, that the July 19, 2016 City Council Meeting be adjourned.

Aye: Fritz, Wilken, Beck, Hans, Schmit, Miller

Nay: None

Absent: Singleton, Kamprath. Motion carried.

THE CITY OF SEWARD, NEBRASKA

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

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

# **City of Seward, NE**

**Tuesday, August 2, 2016**

**Regular Session**

## **Item G2**

### **CONSIDERATION OF CONSENT AGENDA**

*Claims & Payables Reports*

*Publication of Salaries in Accordance with Section 19-1102 of the Nebraska State Statute*

*Infrastructure Cost Items Reimbursable Back to the City*

**Administrative Report:** After review of listed Consent Agenda items and supporting documents/reports, one motion to approve the consent agenda would be in order. Council may choose to pull any item from the Consent Agenda and consider/act on it separately.

**Staff Contact:**

CLAIMS LIST  
8-2-16  
COUNCIL MEETING

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

Aqua-Chem Inc	Su, Re	1,684.23
Ameritas Life Insurance Co	Ins	5,959.00
Baldwin Alan	Conf/Trng	366.58
Blackburn Manufacturing Co	Su	248.17
Blue Valley Youth Football	Misc	50.00
Callaway Golf	Su	613.32
Capital Business-Cheyenne	Ma	90.00
Chase Card Service		803.22
RS*Name.com	Credit on Account	-49.99
Amazon.com	Su	36.99
Ana-AvanQuest	Su	15.94
Sherwin Williams	Re	116.45
Redemption Credit	Misc	-233.93
Walmart	Su, Bu	417.44
Zoomshift	Ma	137.25
Lou & Mary Annes Bee	Meals	152.60
Amazon Mktplace	Su	210.47
Chemsearch	Su	251.00
City Seward Buildings/Grnds	Operations	3,000.00
City Seward Electric Fund	Ut	52,609.48
City Seward Library Petty	Su	122.84
City Seward Payroll Account	Payroll	145,009.79
Constellation Newengergy	Ut	150.86
Davis Dean	Ex	110.00
Davisson Furniture Center	Bu, Tools	224.15
Delta Dental	Ins	1,360.45
Duffek Daniel D	Ex	26.50
Farmers Coop Seward	Su	10,323.44
Fastenal Company	Su, Gu, Re, Tools, Eq	1,140.40
Foley Melissa	Ex	110.00
Gardiner Alicia	Misc	60.00
Gerhold Concrete Co Inc	Re, Gu, Su	4,238.78
Great Plains Communication	Se	730.00
Hawkins Inc	Su	988.64
Hireright LLC	Se	34.54
Husker Electric Supply Co	Re	1,303.37
Hydraulic Equipment Service	Re	29.54
I E S Commercial Inc	Ci	28,788.90
Jackson Services Inc	Ma	33.20
Kriz-Davis Co	Su, Re	2,171.03
Last Mile Network Consult	Re, Se	210.30
Lincoln Winwater Works	Su	132.43

Mailand'S Clothing	Uniforms	48.00
Menards	Gu, Su	213.72
Merle'S Garden Center	Gu	410.10
Meyer Penny	Misc	60.00
Mid-American Benefits Inc	Ins	1,723.40
Mohrhoff Power Equipment	Re	15.30
Nebraska Equipment Inc	Re	8.48
Nebraska Financial Service	Ex	214.91
Nebraska Health Environment	Se	828.00
Nebraska Power Review Board	Dues	1,053.34
Nebraska Sports	Su	49.00
Nebraska Treasurer	Fees	48.80
Nebraska Water Resources	Dues	105.00
Net-Tech Technology Inc	Re	198.47
Olsson Associates	Se	1,824.23
O'Reilly Automotive Inc	Re	288.84
Orscheln Farm & Home	Su, Gu, Bu	242.51
Plains Equipment Group Inc	Re, Eq	8,219.20
Principal Financial Group	Ins	690.66
Quill Corp	Su	372.30
Resco Electric Utility	Ci	10,600.00
Richters Inc	Bu, Tools	69.95
S & S Design	Gu	210.00
Sam's Club (Sen Center)	Su	9.58
Seward County Chamber & Dev	Ex	240.00
Siteone Landscape Supply	Gu	2,671.58
Smith Bruce	Ex	100.00
Spickelmier & Son Inc	Se	2,117.50
Standifer Melanie	Refnd	30.00
Suhr & Lichty Insurance A	Ins	84.00
T & R Electric Supply Co	Re	6,000.00
Time Warner Cable	Se	358.66
Trevino Becky	Refnd	60.00
U S Cellular	Se	219.95
United Health Care	Ins	49,750.95
Vanwall Equipment	Gu	284.29
Verizon Wireless	Se	30.08
Wesco Distribution Inc	Su	1,474.46
	CLAIMS TOTAL	<u>\$353,899.42</u>

SALARY CERTIFICATION LIST (UPDATED JULY, 2016)Consent Agenda Item - Publication of SalariesMinutes:

a. Publication of Salaries - Publication of Salaries in accordance with Section 19-1102 of the Nebraska State Statutes:

<u>Class Title</u>	<u>No. of Employees</u>	<u>Pay Range</u>
Util. Billing Clerk/Cust. Serv. Rep.	1	19.15
Account Clerk III	1	17.19
Assistant Library Director	1	3,732.00
Library Assistant II/Social Media/IT	1	17.27
PT Library Assistant I/Children=s Outreach	1	12.99
PT Library Assistant I/Community Outreach	1	12.99
PT Library Assistant I	1	11.96
Library Clerk	6	9.00 - 11.22
Bldg./Zoning/Code Enforcement Officer	1	4,463.00
Permits Technician	1	10.20
Civic Center Live-in Caretaker	2	8.15 - 10.14
Custodian	2	17.32
Asst. Power Director/Line Crew Chief	1	30.41
Lineman First Class	4	22.24 - 27.87
Meter Reader/Service Worker	1	19.45
Seasonal Electric Groundman	1	19.10
Pub. Prop. Caretaker II	3	17.66 - 19.10
Public Prop. Caretaker I	1	15.39
Golf Course Grounds Supt.	1	4,150.00
Golf Shop Manager	1	2,450.00
Seasonal Golf Grounds	3	9.03-9.27
Seasonal Golf Shop	3	9.03
Asst. Park Dir.	1	19.62
Pub. Prop. Summer Laborer	3	9.03 - 10.23
Street Maint. Worker II	1	19.23
Street Maint. Worker I	3	14.22 - 17.28
Street Foreman	1	23.31
Recycling Center Worker	1	10.21
Facility Maint. Supervisor	1	23.46
Wastewater Treatment/Water Plant Operator	1	23.79
Utility Maint. Worker I	3	17.17 - 19.25
Utility Maint. Worker II	1	26.19
Aging Service Commission Asst.	1	12.46
Recreation Director Assistant	1	3,461.00
Recreation Summer Laborer	2	9.03 - 9.99
Pool Manager	2	10.94
Assistant Pool Manager	5	9.13 - 11.25
Lifeguard	32	9.00 - 9.75
Pool Office Worker	8	9.00 - 10.81
Swim Program Coordinator	1	10.52
Pool Lesson/Water Safety Instructor	2	9.63 - 10.00
Water Safety Instructor Aide	4	6.00
Police Officer I	2	19.17 - 19.96
Police Officer II	5	21.62 - 24.02
Police Sergeant	1	27.90
Asst. Police Chief	1	5,495.00
Admin. Secretary/Records Clerk	1	18.12
Community Service Officer	1	16.21
City Administrator	1	8,594.00
Asst. Admin/Clerk-Treas./Budget/HR Dir.	1	6,412.00
Deputy Clerk/Finance Dir./Asst. Treasurer	1	4,681.00
Electric & Power Resource Dir.	1	6,291.00
Water/Wastewater Supt.	1	6,189.00
Police Chief	1	6,711.00
Street/Trans. & Recycling Supt.	1	6,460.00
Parks/Recreation/Cemetery Dir.	1	4,285.00
Civic Center Manager	1	3,083.00
Library Dir.	1	4,890.00
Pub. Fac./Cap. Imp. & GIS Dir.	1	5,770.00



Mayor  
Councilmember

1  
8

5,000.00 per yr.  
2,400.00 per yr.

# **City of Seward, NE**

**Tuesday, August 2, 2016**

**Regular Session**

## **Item G3**

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

*Reappointment of Sue Bowen and Mike Langner (Alternate) to the Planning Commission for a 3-yr term*

*Reappointment of Patty Payne to the Cemetery Board for a 3-yr term*

*Reappointment of John Owens to the Civic Center Commission for a 3-yr term*

**Administrative Report:** Following review and discussion, a motion to approve each of the appointments would be in order.

**Staff Contact:**

# **City of Seward, NE**

**Tuesday, August 2, 2016**

**Regular Session**

## **Item G4**

### **CONSIDERATION OF MAYOR'S APPOINTMENT TO THE MARKETING HOMETOWN AMERICA STEERING COMMITTEE - Mayor Eickmeier**

*Appointment of Councilmember Beck to serve on the Marketing Hometown America Steering Committee*

**Administrative Report:** Following review and discussion, a motion to approve the appointment would be in order.

**Staff Contact:**

# **City of Seward, NE**

**Tuesday, August 2, 2016**

**Regular Session**

## **Item G5**

### **ACKNOWLEDGE RECEIPT OF AIRPORT AUTHORITY RESOLUTION REQUESTING LEVY AUTHORITY FOR FY 2016-2017- City Administrator Smith**

**Administrative Report:** Following review and discussion, a motion to acknowledge and accept receipt of the Airport resolution requesting levy authority would be in order.

**Staff Contact:**

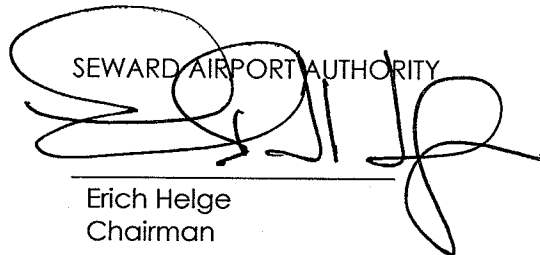
RESOLUTION NO. 2016-01

WHEREAS, LB 306 authorized that the Airport Authority is subject to Municipal levy authority and shall be required to submit a preliminary request for levy allocation to the Mayor and Council of the City of Seward before August 1,

NOW THEREFORE BE IT RESOLVED BY THE AIRPORT AUTHORITY OF THE CITY OF SEWARD, NEBRASKA, that the Seward Airport Authority hereby authorizes that the preliminary request for levy allocation for fiscal year 2016-2017 for the Airport General Fund is \$86,072.00 and the Airport Bond Fund is \$73,334.00 .

The Seward Airport Authority Chairman declared the resolution adopted.

Dated : July 11, 2016

SEWARD AIRPORT AUTHORITY  
  
\_\_\_\_\_  
Erich Helge  
Chairman

# **City of Seward, NE**

**Tuesday, August 2, 2016**

**Regular Session**

## **Item G6**

### **COUNCIL TO REJECT ALL BIDS RECEIVED ON JUNE 27, 2016 FOR CLEANING AND PAINTING THE NORTH LARGE WATER TOWER - City Administrator Smith**

**Administrative Report: On June 27, 2016, the City opened bids for cleaning and painting of the North Large Water Tower. All of the bids were over the engineer's estimates. It was determined to be in the best interest of the City to rebid the project, with some modifications. Due to the timing of the project, the project was rebid immediately to obtain the best bids.**

**Following review and discussion, a motion to reject all of the bids received on June 27, 2016 would be in order.**

**Staff Contact:**

*Water Tower  
file*

**Bonnie Otte**

---

**From:** Owen Killham <okillham@olssonassociates.com>  
**Sent:** Tuesday, June 28, 2016 3:29 PM  
**To:** Tim Richtig  
**Cc:** Bonnie Otte; Wendy Lohmeier  
**Subject:** Seward Rebidding

Tim,

Per our conversation this afternoon, we are moving forward with rebidding the project with alternate bids as follows:

- Base Bid: Previously specified paint w/Spring completion date
- Alt "A" : Tnemec N140 interior coating system w/original completion date
- Alt "B" : Tnemec N140 or other) interior coating system w/Spring completion

Bonnie, please advise with dates as to when we should re-advertise and re-bid the project, and we will get a new set of documents generated.

Thanks,

Owen Killham, PE | Public Infrastructure | Olsson Associates  
601 P Street, Suite 200 | Lincoln, NE 68508 | [okillham@olssonassociates.com](mailto:okillham@olssonassociates.com)  
TEL 402.474.6311 | DIR 402.458.5934 | CELL 402.217.0942 | FAX 402.474.5059



152  
153

**OLSSON®**  
ASSOCIATES

**WATER TOWER REPAINT  
SEWARD, NEBRASKA - 2016**

BID TABULATION  
27-Jun-2016 OA #016-0511  
1:00 p.m. Page 1 of 1

CONTRACTOR		Utility Service Co., Inc. Perry, GA	Pittsburg Tank & Tower Henderson, KY	J. R. Steitzer Company Lincoln, NE	TMI Coatings, Inc. St. Paul, MN	Maguire Iron, Inc. Sioux Falls, SD
Item No.	ITEM	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum
	BASE BID - Perform improvements on an existing 750,000 gallon torosphical water tower.					
	TOTAL BASE BID:	\$373,500.00	\$388,684.00	\$392,900.00	\$416,600.00	\$418,740.00
Substantially Complete On or Before:		October 7, 2016	October 7, 2016	October 7, 2016	October 7, 2016	October 7, 2016
Complete and Ready for Final Payment On or Before:		November 4, 2016	November 4, 2016	November 4, 2016	November 4, 2016	November 4, 2016
Addendum No. 1		June 16, 2016	June 16, 2016	June 16, 2016	June 16, 2016	June 16, 2016
Bid Guarantee:		5% Bid Bond	5% Bid Bond	5% Bid Bond	5% Bid Bond	5% Bid Bond
Remarks:						
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# **City of Seward, NE**

**Tuesday, August 2, 2016**

**Regular Session**

## **Item G7**

### **CONSIDERATION OF AWARDING BID FOR CLEANING AND PAINTING THE NORTH LARGE WATER TOWER - City Administrator Smith**

*Consideration of a Resolution declaring the official intent to issue tax-exempt bond anticipation notes or bonds for repainting the North Large Water Tower, and in addition, to declare the City's reasonable expectations to reimburse certain expenditures with the proceeds of the bonds.*

**Administrative Report:** Five bids for cleaning and repainting the North Large Water Tower were opened on July 27, 2016. After careful review, the recommendation is to award the bid to the lower bidder, J.R. Stelzer, Inc in the amount of \$325,500.

Following Council review and discussion, a motion to award the bid to J.R. Stelzer, Inc in the amount of \$325,000 would be in order.

**Staff Contact:**



July 28, 2016

City of Seward, Nebraska  
Attn: Mr. Bruce Smith  
537 Main Street  
PO Box 38  
Seward, Nebraska 68434

Re: Water Tower Repaint  
Seward, Nebraska  
OA Project #016-0511

Dear Mr. Smith:

Bids for the above referenced project were received and opened on Wednesday, July 27, 2016. A total of five (5) bids were submitted and have been reviewed.

After review of the bids, it is our recommendation that Notice of Award be given to the apparent low bidder, JR Stelzer, Inc., out of Lincoln, Nebraska, and that Alternate Bid Section "A", which includes a completion date of December 1, 2016, be awarded. Upon your approval, we will commence with the processing of the contract for the project.

Please do not hesitate to call with any questions, comments, or if any further information or documentation is required.

Sincerely,

A handwritten signature in black ink, appearing to read 'Owen Killham'.

Owen Killham, PE

Encls.

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601 P Street, Suite 200  
P.O. Box 84608  
Lincoln, NE 68508-2303

TEL 402.474.6311  
FAX 402.474.5160

[www.olssonassociates.com](http://www.olssonassociates.com)

**WATER TOWER REPAINT  
SEWARD, NEBRASKA - 2016**

CONTRACTOR		Pittsburg Tank & Tower Henderson, New York	Maguire Iron, Inc. Sioux Falls, South Dakota	J.R. Stelzer Lincoln, Nebraska	Utility Service Co., Inc. Perry, Georgia	TMI Coatings, Inc. St. Paul, Minnesota
Item #	ITEM			Lump Sum	Lump Sum	Lump Sum
	Total Base Base Bid - Water Tower Improvements - Lump Sum:	\$365,700.00	\$383,460.00	\$387,600.00	\$482,800.00	\$487,000.00
	Total Alternate Bid Section 'A' - Lump Sum:	\$353,700.00	\$398,321.00	\$325,500.00	\$444,000.00	\$424,000.00
	Total Alternate Bid Section 'B' - Lump Sum:	\$353,700.00	\$428,321.00	\$325,500.00	\$444,000.00	\$423,000.00
	Base Bid; Substantially Complete On or Before:	April 7, 2017	April 7, 2017	April 7, 2017	April 7, 2017	April 7, 2017
	Alt. Bid Section "A"; Substantially Complete On or Before:	November 4, 2016	November 4, 2016	November 4, 2016	November 4, 2016	November 4, 2016
	Alt. Bid Section "B"; Substantially Complete On or Before:	April 7, 2017	April 7, 2017	April 7, 2017	April 7, 2017	April 7, 2017
	Base Bid; Complete and Ready for Final Payment On or Before:	May 5, 2017	May 5, 2017	May 5, 2017	May 5, 2017	May 5, 2017
	Alt. Bid Section "A"; Complete and Ready for Final Payment On or Before:	December 1, 2016	December 1, 2016	December 1, 2016	December 1, 2016	December 1, 2016
	Alt. Bid Section "B"; Complete and Ready for Final Payment On or Before:	May 5, 2017	May 5, 2017	May 5, 2017	May 5, 2017	May 5, 2017
	Addendum No. 1	None	None	None	None	None
	Bid Guarantee:	5% Bid Bond	5% Bid Bond	5% Bid Bond	5% Bid Bond	5% Bid Bond
	Remarks:					

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**RESOLUTION NO. 2016-**

BE IT RESOLVED by the Mayor and City Council of the City of Seward, Nebraska, as follows:

Section 1. The Mayor and City Council of the City of Seward, Nebraska ("City") hereby find and determine that it is necessary and appropriate to declare an official intent to issue tax-exempt bond anticipation notes or bonds by the City to provide funds for Repainting the North Large Water Tower (the "Project") and, in addition, to declare the City's reasonable expectations to reimburse certain expenditures with the proceeds of such bond anticipation notes or bonds as proposed to be issued by the City for the Project.

Section 2. This resolution shall stand as a statement of the official intent of the City under Regulation Section 1.150-2 and for such purpose the following information is hereby given:

1. A general functional description of the project for which expenditures may be made and reimbursement with bond anticipation notes or bond proceeds may be taken is: North Large Water Tower improvements to include: sandblast, prime and coat all surfaces of tank interior; power wash, clean, prime, and re-coat highly corroded areas, and apply lettering/logo on tank exterior; and miscellaneous repairs, the cost of which improvements is estimated to total \$325,500.00.
2. The principal amount of bond anticipation notes or bonds expected to be issued by the City for the Project is estimated to be \$325,500.00, which amount represents the expected funds to be advanced by the City for project costs to be reimbursed by the issuance of tax-exempt bond anticipation notes or tax-exempt bonds.

PASSED AND APPROVED this 2nd day of August, 2016.

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

[SEAL]

# **City of Seward, NE**

**Tuesday, August 2, 2016**

**Regular Session**

## **Item G8**

### **CONSIDERATION OF REVISED POLE ATTACHMENT AGREEMENT - City Atty Hoffschneider**

**Administrative Report:** We have revised the existing pole attachment agreement for the City. Following review and discussion, a motion to approve the revised pole attachment agreement would be in order.

**Staff Contact:**

## **Pole Lease Agreement**

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Seward of the City of Seward, Nebraska, herein called "Licensor," and \_\_\_\_\_, a \_\_\_\_\_ organized under the laws of the State of Nebraska, herein called "Licensee,"

### **WITNESS**

That: Whereas Licensor owns, operates and maintains a system of poles, lines, and other facilities for the distribution and sale of electric power and energy in the City of Seward service area ("City Service Area") in Nebraska;

Whereas Licensee desires to attach and maintain aerial cables, wires, and associated appliances and equipment, herein after called "attachments," on certain poles of Licensor;

Whereas, to the extent that it may be lawful to do so, Licensor is willing to permit Licensee to place and maintain said attachments on Licensor's poles where, in Licensor's judgment, such use will not interfere with or affect Licensor's own service requirements or the service requirements of others using Licensor's poles including the consideration of economy and safety.

Now therefore, in consideration of the mutual covenants, terms, and conditions herein contained, the parties hereto do hereby mutually covenant and agree as follows: that Licensor, to the extent that it may lawfully do so will issue Permits to Licensee granting permission to install and maintain attachments upon such poles of Licensor located in City Service Area are specifically designated, in the manner hereinafter prescribed, and to the following terms and conditions:

1. As used in this Agreement, certain terms listed below shall have the following meaning:
  - "Licensor's poles" means poles owned and/or used by Licensor in City Service Area.
  - "Licensee's equipment" means aerial wires, cables, amplifiers, associated power supply equipment, cable attachment materials and other transmission apparatus necessary for the proper operation of Licensee's service.
2. Before installing attachments on any of Licensor's poles, Licensee shall make application and receive a permit therefore on Application — Permit for Pole Attachments, in the form of "Exhibit A" attached hereto, which shall specify, among other things, the location of the poles involved, a description of the proposed attachments and the amount of location space desired. Execution of such form by an authorized representative of Licensee shall constitute an application for license to install attachments on the poles specified therein, and such license shall be effectively granted only by written consent signed by Licensor's City Administrator or his designated representative at the City of Seward, Seward, Nebraska.

3. Licensors reserves the right to deny the application for any Permit, the granting of which, in the judgment of the Licensor, would interfere with Licensor's own service requirements or with the service requirements of others using said poles, including, without limiting the foregoing, considerations of economy and safety. The elimination from this license, from time to time, of poles included hereunder, shall be effected by execution of Application — Notice of Removal of Pole Attachments, in the form of Exhibit "B" attached hereto.
4. Executed forms for attachment authorizations and eliminations shall become a part of this Agreement as fully as though set out in this instrument at the time of its execution.
5. The attached Appendix details the administrative practices for handling attachment applications and elimination and shall also become a part of this Agreement.
6. In the event Licensee makes any attachments to Licensor's poles without first having received and accepted a Permit as provided in Paragraph 2 hereof, the Licensor shall have the right to summarily, and without notice to Licensee, remove such attachments at the cost and expense of Licensee and without any liability therefore.
7. Licensee shall, at its own expense, install said attachments in a good workmanlike manner and maintain them in a safe condition and good repair and in a manner suitable to Licensor and so as not to conflict with the use of said poles by Licensor or by others using said poles or interfere with the use of facilities thereon or which may from time to time, be placed thereon. Licensee shall, at its own expense and at such time or times as may be requested by Licensor, relocate, replace, renew or remove its attachments or transfer them to substituted poles or locations or perform any other work in connection with said attachments that may be required by Licensor; provided, however, that in cases of emergency or within a reasonable length of time herein established as 48 hours, Licensor may arrange to relocate, replace, renew or remove Licensee's attachments, transfer them to substituted poles or locations or perform any other work in connection with said attachments that may be required by Licensor in the maintenance, replacement, removal, or relocation of said poles, the facilities thereon or which may be placed thereon, or for the service needs of the Licensor and others using Licensor's poles, and Licensee shall on demand reimburse Licensor's for the expense thereby incurred. In the event Licensor grants access to a third party, which requires removal or relocation of Licensee's attachments, the third party shall be required by Licensor, as a condition of their attachment, to reimburse Licensee for the cost of removal or relocation.
8. Licensee's attachments in each and every location shall be installed, maintained and removed in accordance with the rules and regulations of Licensor as now in force or as hereafter adopted, amended or revised and with the requirements and specifications of the National Electric Safety Code and National Electric Code or any amendment to or revisions of said codes and in compliance with any rules, regulations or orders now in effect or hereafter issued by any governmental authority having jurisdiction of the jointly used facilities. All attachments shall be placed within the space and at the location designated by Licensor.

9. In the event that any pole or poles of Licensor to which Licensee desires to make attachments are inadequate to support the additional, Licensor may, if it is willing to consent to the use of poles hereunder at such locations, indicate on the Permit, in the form of Exhibit "A", the changes necessary to provide the adequate pole and the estimated cost thereof to Licensee and return it to Licensee, and if Licensee still desires to make the attachments and returns the form marked to so indicate, Licensee will replace such inadequate poles with suitable poles and Licensee will on demand reimburse Licensor for the entire cost and expense thereof, including the cost of larger poles, cost of removal and the expense of transferring Licensor's facilities from old poles to new poles. Any strengthening of poles (guying) required to accommodate the attachments of Licensee shall be provided by the Licensor at the expense of Licensee.

10. In the event that changes in the physical facilities, space and location requirements, or service requirements of Licensor or of others using Licensor's poles subsequently render any poles licensed hereunder inadequate to support the facilities of Licensee therefore permitted on such poles, Licensor may revoke and terminate Licensee's Permit as to such poles, but Licensee may request the substitution of suitable poles upon the same terms and conditions as would be applicable if the poles were inadequate at the time of Licensee's original application. Further, Licensor may, at any time, revoke and terminate Licensee's Permit to attach to any specific pole or poles, if in Licensor's sole judgment its service needs require full utilization of any poles permitted hereunder.

11. Licensor reserves to itself, its successors and assigns, the right to maintain its poles and to operate its facilities thereon in such manner as will best enable it to fulfill its own service requirements. Licensor shall not be liable to Licensee for any interruptions to service of Licensee nor for interference with the operation of Licensee's equipment arising in any manner out of the use of Licensor's poles hereunder.

12. As a condition precedent to the granting of any Permit hereunder, Licensee shall submit to Licensor evidence satisfactory to Licensor of Licensee's authority to erect and maintain facilities within public streets, highways, alleys and other thoroughfares and shall secure any and all necessary consents from state, federal, municipal or other public authorities or from the owners of private lands and property involved, to construct and maintain Licensee's attachments at the locations of Licensor's poles that it desires to use.

13. Licensor, because of the importance of its public service, reserves the right to inspect each new installation of Licensee's attachments on Licensor's poles and in the vicinity of its lines or appliances and to make periodic inspections or as often as conditions may warrant, of the entire plant of Licensee. Such inspections, whether made or not, shall not operate to relieve Licensee or Licensee's insurer of any responsibility, obligation or liability assumed under this Agreement.



14. Licensee shall pay to Licensor for attachments made to poles under this Agreement a rental at the rate of \$10.00 per pole per year for the first year of the term of this Agreement. After the first year and each year thereafter the pole rental fee may increase by two percent (2%) of the previous year's rental rate. Said rental shall be payable annually, in advance, on the 1<sup>st</sup> day of January of each year that this Agreement remains in effect. Annual rental payments shall be based upon the number of poles on which attachments are maintained on the 1st day in December. The parties hereto shall mutually agree on the date and time for the annual inventory count of poles based on previous year billing, plus or minus any Applications made during the year. If Licensee fails to make annual payment within 30 days of set date, Licensor may assess a penalty of one and one-third percent (1 1/3%) for overdue balance each month.

15. Licensee assumes all the risk of interruption of, damage to, or interference with its service to its customers from any and all causes whatsoever, including the negligence of Licensor, and shall indemnify, defend, protect and save harmless Licensor from and against any and all claims, demands, suits, judgments, liabilities, loss, damages, court costs and expenses, including attorney fees, in any manner arising from Licensee providing service to its customers.

16. Licensee assumes all the risk of liability for and shall indemnify, defend, protect and save harmless Licensor from and against any and all claims, demands, suits, judgments, liabilities, loss, damages, court costs and expenses, including attorney fees, of whatsoever kind or character arising out of any act or omission in the conduct of the Licensee's business or any claimed act or omission in the conduct of such business or for damage to or loss of any property whatsoever and injury to or death of any person or persons whomsoever, including but not limited to employees, agents, contractors, and customers of Licensee, Licensor and others using Licensor's poles which may in any manner arise out of or be caused by the installation, operations, maintenance, presence, use, rearrangement or removal of Licensee's attachments or by the proximity of the respective cables, wires, equipment, apparatus and appliances of Licensee, or by any reason of any negligence of Licensee on or in the vicinity of Licensor's poles, not to include any negligence by Licensor or others using Licensor's poles. Without limiting the foregoing, it is the general intent of Licensor and Licensee that Licensee shall save Licensor harmless from any liability or risk arising out of or in any manner connected with the operations of Licensee's business or with the facilities of Licensee installed thereunder whether or not due in whole or in part to any act, omission, or negligence of Licensor. It is not the intent of Licensor and Licensee that Licensee assumes any liability of Licensor that does not arise out of or is not connected with the operations of Licensee's business, or with the installation, operations, maintenance, presence, use, rearrangement or removal of Licensee's facilities.

17. Without limiting the scope or the extent of the protection afforded Licensor or the liabilities assumed by Licensee herein, Licensee shall obtain and maintain in effect at its own expense for the entire life of this Agreement, insurance at a minimum as shown below. The Licensee's insurance shall be primary for all claims related to their contractual obligations:

- General liability insurance on the premises and operations covered by this Agreement and specifically including contractual liability insurance to cover the liability assumed by Licensee under this Agreement of indemnity set forth in paragraphs 15 and 16:

**Commercial General Liability Coverage:**

- The minimum limits of liability should be:  
\$1,000,000 Aggregate  
\$1,000,000 Products and Completed Operations  
Aggregate \$1,000,000 Personal Injury & Advertising  
Injury  
\$1,000,000 Each Occurrence  
\$ 100,000 Fire Damage Liability  
\$ 5,000 Medical Expense
- The policy should be written on an occurrence basis, not a claims-made basis.

■ Auto liability insurance:

**Auto Liability Coverage:**

- The minimum limits of liability should be:  
Bodily Injury: \$1,000,000 per Person/\$1,000,000 per Occurrence  
Property Damage: \$1,000,000 each Occurrence,  
**OR** a Combined Single Limit: \$1,000,000
- Auto coverage should include: Any Auto, including Hired and Non-Owned

■ Workmen's Compensation insurance with statutory limits and employer's liability insurance:

**Workers' Compensation and Employer's Liability Coverage:**

- Workers' Compensation limits are to be statutory per applicable state and federal laws.
- Employer's Liability Coverage — Minimum Limits of:  
Bodily Injury by Accident: \$100,000 each Accident  
Bodily Injury by Disease: \$100,000 each Employee  
Bodily Injury by Disease: \$500,000 Policy Limit

■ Umbrella liability coverage:

**Umbrella Liability Coverage:**

- An umbrella liability policy may be used in conjunction with primary coverage limits to meet the minimum limits requirement for each line of coverage.

■ Prior to making any attachments to Licensor's poles, Licensee shall furnish Licensor with a **Certificate of Insurance** from an insurance carrier acceptable to Licensor stating that:

Policies of insurance have been issued by it to Licensee providing for the insurance coverage listed above with minimum limits as listed above and that such policies are in force.

Such certifications shall state that the insurance carrier will give Licensor sixty (60) days prior written notice of any cancellation or suspension of coverage or material changes in such policies.

The Certificate should identify the Licensor as an Additional Insured for relevant

coverages, except workers' compensation.

Insurance shall be placed with insurers with a current A.M. Best rating of no less than A:VII.

Failure to maintain such insurance at any time shall constitute a default of this Agreement but shall not relieve the Licensee from any liabilities assumed under this Agreement.

18. Licensee shall promptly notify Licensor of any damage caused to any facilities and shall notify Licensor of any claims for property damage, bodily injury or death indirectly or directly associated with Licensee's use of Licensor's poles. Notice shall be given promptly by Licensor of any damage caused to facilities of Licensee of any claims for property damage, bodily injury or death indirectly or directly associated with Licensee's use of Licensor's poles.

19. Licensee may, at any time, remove its attachments from any pole or poles of Licensor and Licensee shall give Licensor written notice within thirty (30) days of removal of any attachments on form in Exhibit "B". No refund of any rental will be due on account of such removal.

20. Upon notice from Licensor to Licensee that the use of any pole or poles is forbidden by governmental authorities or by property owners pursuant to contract, the Permit covering the use of such pole or poles shall immediately terminate and Licensee's attachments shall be removed from the affected pole or poles without delay and at the expense of Licensee.

21. If Licensee shall fail to comply with any of the provisions of this Agreement, including the specifications herein before referred to, or shall default in any of its obligations hereunder, including all payments to be made by it, or shall under the terms hereof breach this Agreement and shall fail within thirty (30) days after written notice from Licensor to correct such default, noncompliance or breach shall have occurred.

22. Bills for expenses and other charges under this Agreement, other than rentals, shall be payable within forty-five (45) days after presentation. Nonpayment of bill and rental on that date due shall constitute a default of this Agreement.

23. Failure of Licensor to enforce or insist upon compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or the attachment rights hereunder terminated shall not constitute a general waiver or relinquishment of any of the terms or conditions herein contained, but the same shall be and remain at all times in full force and effect.

24. Nothing herein contained shall be construed as affecting the rights or privileges previously conferred by Licensor, by contract or otherwise, to others not parties to this Agreement to use any poles covered by this Agreement; and Licensor shall have the right to continue and extend such rights or privileges. The attachment privileges herein granted shall at all times be subject to such contracts or arrangements.

25. This Agreement shall not inure to the successors of Licensee nor shall Licensee assign, transfer, or sublet the privileges hereby granted without written consent of Licensor. Notwithstanding the foregoing, no consent shall be required for any transfer or assignment of the Licensee to any entity controlling, controlled by or under the same common control as the Licensee. Licensee agrees that it will not grant, sell, rent, loan, or lease to others the use of all or any part of Licensee's equipment while attached to Licensor's poles. The parties do not intend this paragraph to, in any manner, impair the ability of the Licensee to procure financing through normal accepted facilities, and the parties expressly agree that nothing contained in said paragraph is intended to limit or restrict or impair Licensee's right to execute any mortgage or security agreement covering any part of its equipment whether attached to Licensor's poles or otherwise.

26. No use, however extended, of Licensor's poles under this Agreement shall create or vest in Licensee any ownership or property rights in said poles but Licensee's right therein shall be and remain a mere license. Nothing herein contained shall be construed to compel Licensor to maintain any of its poles for a period longer than necessary for its own service requirements.

27. This Agreement shall become effective upon its execution and shall remain in full force and effect for a period of ten (10) years and shall continue in force and effect from year to year thereafter. This Agreement is subject to termination after the end of three (3) years by either party giving six (6) months' written notice to the other party or thereafter prior to the termination of any yearly anniversary date of this contract by either party giving six (6) months' written notice to the other party. It being understood and agreed, however, that if the permission of the Licensee to use public streets and highways within the specified City Service Area shall at any time terminate, be canceled or for any reason cease to be in force or effect, then this Agreement shall automatically terminate and be canceled upon the happening of such event. Upon termination of the Agreement in accordance with any of its terms or the termination of any Permit hereunder, Licensee shall immediately remove its cables, wires, and appliances from all poles effective by such termination. If not so removed, Licensor shall have the right to remove them at cost and expense of Licensee and without any liability therefore and without any duty to account to Licensee for the property removal.

In the event the use of streets, alleys, and public places of the regulatory agency (ie: City, Village, County, etc.) shall be prohibited by said regulatory agency for the Licensor's facilities, then this pole license Agreement shall be terminated and of no further force and effect.

28. Licensee shall furnish security in the amount of not less than \$2,500.00 for each 500 poles, or fraction thereof, attached in form and with surety acceptable to Licensor, to secure the payment of any sums which may become due to Licensor for rentals or for work performed for Licensee or for the benefit of Licensee under the terms of this Agreement, including the removal of Licensee's attachments upon termination of this Agreement; however, if Licensee was previously participating in Pole Lease Agreement with the City and there have been no collection problems, this clause can be waived by Board approval.

29. This Agreement shall extend to and bind the successors and assigns of the parties hereto.

In witness whereof, the parties hereto have caused this Agreement to be duly executed the date and year first above written.

LICENSOR: CITY OF SEWARD

BY: \_\_\_\_\_  
Josh Eickmeier, Mayor

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Bonnie Otte, Clerk

Date: \_\_\_\_\_

LICENSEE:

BY: \_\_\_\_\_

Date: \_\_\_\_\_

TYPED NAME & TITLE: \_\_\_\_\_

Attest By:

\_\_\_\_\_

Date: \_\_\_\_\_

TYPED NAME & TITLE: \_\_\_\_\_

**Exhibit "A"**

Application - **Permit for Pole Attachments**

To: City of Seward Application No. \_\_\_\_\_  
537 Main  
Seward, NE 68434 Date: \_\_\_\_\_  
Attention: City Administrator \_\_\_\_\_

Application is hereby made for permission to make attachments to the following poles in Seward Nebraska, or vicinity, as indicated on the sketch attached hereto, listing pole number, location, etc.

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

Typed Name & Title: \_\_\_\_\_

Permission is granted to make the attachments described in the above application, subject to the acceptance of the obligation to pay the actual non-betterment cost (the estimated amounts of which are shown below) of the plant rearrangements and changes necessary to accommodate the above specified attachments.

Non-betterment cost estimate: \$ \_\_\_\_\_ Approved by Licensee: \_\_\_\_\_

**Permit Granted by City of Seward**

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

Typed Name & Title: \_\_\_\_\_

Poles Attached Licensor Previous Count: \_\_\_\_\_

Added by this Permit: \_\_\_\_\_

**New Count:** \_\_\_\_\_

**Exhibit "B"**

Application - **Notice of Removal of Pole Attachments**

To: City of Seward  
537 Main  
Seward, NE 68434

Applicant No. \_\_\_\_\_

Date: \_\_\_\_\_

Attention: City Administrator

Notice is hereby given that attachments have been removed from the following poles in Seward Nebraska, or vicinity, as indicated on the sketch attached hereto, listing pole number, location, etc.

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

Typed Name & Title: \_\_\_\_\_

**Notice Acknowledged by City of Seward**

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

Date: \_\_\_\_\_

Typed Name & Title: \_\_\_\_\_

Poles Attached Licensor Previous Count: \_\_\_\_\_

Deleted by this Permit: \_\_\_\_\_

**New Count:** \_\_\_\_\_

## **Appendix**

### **Administrative Practices**

#### **1. Application and Permit for Attachments**

- A. The Licensee shall prepare an **Application-Permit for Pole Attachments**, hereinafter referred to as Permit, on the form marked Exhibit "A" attached hereto and made part hereof, when applying for permission to make attachments to any pole or poles owned by the City of Seward, Seward, Nebraska hereinafter referred to as the "Licensor".
- B. The original and three copies of the Permit shall be forwarded to Licensor as far in advance of construction as possible. The information provided on said Permit shall show the location of the poles with respect to streets, alleys, addresses and other geographical markings with sufficient accuracy that the exact location and ownership of the poles can be readily determined.
- C. If permission to make the proposed attachments can be granted as provided in the Agreement, Licensor shall indicate on the Permit the estimated non-betterment cost of any work to be performed by Licensor and will sign it and forward the original and two copies to Licensee for further consideration.
- D. If acceptable to Licensee, two copies of the Permit shall be signed and returned to Licensor. The Permit, as thus approved, shall constitute approval for Licensee to make attachments to said pole or poles pursuant to the provisions of the Agreement. Licensor shall consider the accepted Permit as its authority to proceed with the rearrangements and/or pole replacements required to provide suitable space for Licensee's attachments. Licensor will advise Licensee when the poles are ready for occupancy.
- E. Billing for the actual costs of pole count changes covered by Permit will be issued, as soon as practical after completion of the work, to the Licensee by Licensor and the Licensee shall promptly reimburse Licensor for the amount of such billing.

#### **2. Effective Date of Attachments**

- A. The effective date of attachments to Licensor's poles for rental purpose shall be the date the Permit is accepted by Licensee or the date first attachment is made to said poles, whichever date is earliest.
- B. Licensee shall not attach to poles covered by this Agreement unless Permit has been fully executed.



### **3. Termination of Attachments by Licensee**

When all of Licensee's attachments have been removed from a pole or group of poles, Licensee shall prepare an **Application — Notice of Removal of Pole Attachments**, hereinafter referred to as Notice, on the form marked Exhibit "B", attached hereto and made a part hereof, and forward the original and two copies thereof to Licensor. The information provided on Notice shall show the location of the poles with respect to streets, alleys, addresses and other geographical markings with sufficient accuracy that the exact location and ownership of the poles can be readily determined.

### **4. Billing for Pole Rental**

- A. A tabulation of the poles on which the Licensee has attachments as of December 1st shall be made by Licensor in cooperation with the Licensee each year this Agreement remains in effect. This tabulation shall include all poles covered by accepted Permits on which Licensee's attachments are discovered by Licensor in connection with routine inspections of Licensee's facilities.
- B. The pole attachments records to be maintained by Licensor and the Licensee shall be verified from time to time by means of a complete field check of Licensee's pole attachments, which shall be made jointly by Licensor and the Licensee at least once every three (3) years.
- C. Billing for the pole rental shall be rendered to the Licensee annually as of January 1st from a billing summary to be prepared by Licensor and approved by Licensee. The summary shall be based on the joint tabulation of poles attached by Licensee provided for above.

### **5. Construction and Maintenance of Attachments**

Licensee's attachments shall be installed, maintained and removed in accordance with the requirements of the current National Electric Code and National Electric Safety Code or the requirements of any state or local authority having jurisdiction, whichever may be more stringent. All attachments will be placed within the space and at the location designated by Licensor.

# **City of Seward, NE**

**Tuesday, August 2, 2016**

**Regular Session**

## **Item G9**

### **CONSIDERATION OF POLE ATTACHMENT AGREEMENT WITH BLUESTEM FIBER - City Administrator Smith**

**Administrative Report: This item is to consider a pole attachment agreement with Bluestem Fiber to allow them to attach fiber to city poles.**

**Staff Contact:**

## **Pole Lease Agreement**

This Agreement made and entered into this 28<sup>th</sup> day of July, 2016, by and between the City of Seward of the City of Seward, Nebraska, herein called "Licensor," and Bluestem Fiber, LLC, a limited liability company organized under the laws of the State of Nebraska, herein called "Licensee,"

### **WITNESS**

That: Whereas Licensor owns, operates and maintains a system of poles, lines, and other facilities for the distribution and sale of electric power and energy in the City of Seward service area ("City Service Area") in Nebraska;

Whereas Licensee desires to attach and maintain aerial cables, wires, and associated appliances and equipment, herein after called "attachments," on certain poles of Licensor;

Whereas, to the extent that it may be lawful to do so, Licensor is willing to permit Licensee to place and maintain said attachments on Licensor's poles where, in Licensor's judgment, such use will not interfere with or affect Licensor's own service requirements or the service requirements of others using Licensor's poles including the consideration of economy and safety.

Now therefore, in consideration of the mutual covenants, terms, and conditions herein contained, the parties hereto do hereby mutually covenant and agree as follows: that Licensor, to the extent that it may lawfully do so will issue Permits to Licensee granting permission to install and maintain attachments upon such poles of Licensor located in City Service Area are specifically designated, in the manner hereinafter prescribed, and to the following terms and conditions:

1. As used in this Agreement, certain terms listed below shall have the following meaning:

- "Licensor's poles" means poles owned and/or used by Licensor in City Service Area.
- "Licensee's equipment" means aerial wires, cables, amplifiers, associated power supply equipment, cable attachment materials and other transmission apparatus necessary for the proper operation of Licensee's service.

2. Before installing attachments on any of Licensor's poles, Licensee shall make application and receive a permit therefore on Application — Permit for Pole Attachments, in the form of "Exhibit A" attached hereto, which shall specify, among other things, the location of the poles involved, a description of the proposed attachments and the amount of location space desired. Execution of such form by an authorized representative of Licensee shall constitute an application for license to install attachments on the poles specified therein, and such license shall be effectively granted only by written consent signed by Licensor's City Administrator or his designated representative at the City of Seward, Seward, Nebraska.

3. Licensors reserves the right to deny the application for any Permit, the granting of which, in the judgment of the Licensor, would interfere with Licensor's own service requirements or with the service requirements of others using said poles, including, without limiting the foregoing, considerations of economy and safety. The elimination from this license, from time to time, of poles included hereunder, shall be effected by execution of Application — Notice of Removal of Pole Attachments, in the form of Exhibit "B" attached hereto.
4. Executed forms for attachment authorizations and eliminations shall become a part of this Agreement as fully as though set out in this instrument at the time of its execution.
5. The attached Appendix details the administrative practices for handling attachment applications and elimination and shall also become a part of this Agreement.
6. In the event Licensee makes any attachments to Licensor's poles without first having received and accepted a Permit as provided in Paragraph 2 hereof, the Licensor shall have the right to summarily, and without notice to Licensee, remove such attachments at the cost and expense of Licensee and without any liability therefore.
7. Licensee shall, at its own expense, install said attachments in a good workmanlike manner and maintain them in a safe condition and good repair and in a manner suitable to Licensor and so as not to conflict with the use of said poles by Licensor or by others using said poles or interfere with the use of facilities thereon or which may from time to time, be placed thereon. Licensee shall, at its own expense and at such time or times as may be requested by Licensor, relocate, replace, renew or remove its attachments or transfer them to substituted poles or locations or perform any other work in connection with said attachments that may be required by Licensor; provided, however, that in cases of emergency or within a reasonable length of time herein established as 48 hours, Licensor may arrange to relocate, replace, renew or remove Licensee's attachments, transfer them to substituted poles or locations or perform any other work in connection with said attachments that may be required by Licensor in the maintenance, replacement, removal, or relocation of said poles, the facilities thereon or which may be placed thereon, or for the service needs of the Licensor and others using Licensor's poles, and Licensee shall on demand reimburse Licensor's for the expense thereby incurred. In the event Licensor grants access to a third party, which requires removal or relocation of Licensee's attachments, the third party shall be required by Licensor, as a condition of their attachment, to reimburse Licensee for the cost of removal or relocation.
8. Licensee's attachments in each and every location shall be installed, maintained and removed in accordance with the rules and regulations of Licensor as now in force or as hereafter adopted, amended or revised and with the requirements and specifications of the National Electric Safety Code and National Electric Code or any amendment to or revisions of said codes and in compliance with any rules, regulations or orders now in effect or hereafter issued by any governmental authority having jurisdiction of the jointly used facilities. All attachments shall be placed within the space and at the location designated by Licensor.

9. In the event that any pole or poles of Licensor to which Licensee desires to make attachments are inadequate to support the additional, Licensor may, if it is willing to consent to the use of poles hereunder at such locations, indicate on the Permit, in the form of Exhibit "A", the changes necessary to provide the adequate pole and the estimated cost thereof to Licensee and return it to Licensee, and if Licensee still desires to make the attachments and returns the form marked to so indicate, Licensee will replace such inadequate poles with suitable poles and Licensee will on demand reimburse Licensor for the entire cost and expense thereof, including the cost of larger poles, cost of removal and the expense of transferring Licensor's facilities from old poles to new poles. Any strengthening of poles (guying) required to accommodate the attachments of Licensee shall be provided by the Licensor at the expense of Licensee.

10. In the event that changes in the physical facilities, space and location requirements, or service requirements of Licensor or of others using Licensor's poles subsequently render any poles licensed hereunder inadequate to support the facilities of Licensee therefore permitted on such poles, Licensor may revoke and terminate Licensee's Permit as to such poles, but Licensee may request the substitution of suitable poles upon the same terms and conditions as would be applicable if the poles were inadequate at the time of Licensee's original application. Further, Licensor may, at any time, revoke and terminate Licensee's Permit to attach to any specific pole or poles, if in Licensor's sole judgment its service needs require full utilization of any poles permitted hereunder.

11. Licensor reserves to itself, its successors and assigns, the right to maintain its poles and to operate its facilities thereon in such manner as will best enable it to fulfill its own service requirements. Licensor shall not be liable to Licensee for any interruptions to service of Licensee nor for interference with the operation of Licensee's equipment arising in any manner out of the use of Licensor's poles hereunder.

12. As a condition precedent to the granting of any Permit hereunder, Licensee shall submit to Licensor evidence satisfactory to Licensor of Licensee's authority to erect and maintain facilities within public streets, highways, alleys and other thoroughfares and shall secure any and all necessary consents from state, federal, municipal or other public authorities or from the owners of private lands and property involved, to construct and maintain Licensee's attachments at the locations of Licensor's poles that it desires to use.

13. Licensor, because of the importance of its public service, reserves the right to inspect each new installation of Licensee's attachments on Licensor's poles and in the vicinity of its lines or appliances and to make periodic inspections or as often as conditions may warrant, of the entire plant of Licensee. Such inspections, whether made or not, shall not operate to relieve Licensee or Licensee's insurer of any responsibility, obligation or liability assumed under this Agreement.

14. Licensee shall pay to Licensor for attachments made to poles under this Agreement a rental at the rate of \$10.00 per pole per year for the first year of the term of this Agreement. After the first year and each year thereafter the pole rental fee may increase by two percent (2%) of the previous year's rental rate. Said rental shall be payable annually, in advance, on the 1<sup>st</sup> day of January of each year that this Agreement remains in effect. Annual rental payments shall be based upon the number of poles on which attachments are maintained on the 1st day in December. The parties hereto shall mutually agree on the date and time for the annual inventory count of poles based on previous year billing, plus or minus any Applications made during the year. If Licensee fails to make annual payment within 30 days of set date, Licensor may assess a penalty of one and one-third percent (1 1/3%) for overdue balance each month.

15. Licensee assumes all the risk of interruption of, damage to, or interference with its service to its customers from any and all causes whatsoever, including the negligence of Licensor, and shall indemnify, defend, protect and save harmless Licensor from and against any and all claims, demands, suits, judgments, liabilities, loss, damages, court costs and expenses, including attorney fees, in any manner arising from Licensee providing service to its customers.

16. Licensee assumes all the risk of liability for and shall indemnify, defend, protect and save harmless Licensor from and against any and all claims, demands, suits, judgments, liabilities, loss, damages, court costs and expenses, including attorney fees, of whatsoever kind or character arising out of any act or omission in the conduct of the Licensee's business or any claimed act or omission in the conduct of such business or for damage to or loss of any property whatsoever and injury to or death of any person or persons whomsoever, including but not limited to employees, agents, contractors, and customers of Licensee, Licensor and others using Licensor's poles which may in any manner arise out of or be caused by the installation, operations, maintenance, presence, use, rearrangement or removal of Licensee's attachments or by the proximity of the respective cables, wires, equipment, apparatus and appliances of Licensee, or by any reason of any negligence of Licensee on or in the vicinity of Licensor's poles, not to include any negligence by Licensor or others using Licensor's poles. Without limiting the foregoing, it is the general intent of Licensor and Licensee that Licensee shall save Licensor harmless from any liability or risk arising out of or in any manner connected with the operations of Licensee's business or with the facilities of Licensee installed thereunder whether or not due in whole or in part to any act, omission, or negligence of Licensor. It is not the intent of Licensor and Licensee that Licensee assumes any liability of Licensor that does not arise out of or is not connected with the operations of Licensee's business, or with the installation, operations, maintenance, presence, use, rearrangement or removal of Licensee's facilities.

17. Without limiting the scope or the extent of the protection afforded Licensor or the liabilities assumed by Licensee herein, Licensee shall obtain and maintain in effect at its own expense for the entire life of this Agreement, insurance at a minimum as shown below. The Licensee's insurance shall be primary for all claims related to their contractual obligations:

- General liability insurance on the premises and operations covered by this Agreement and specifically including contractual liability insurance to cover the liability assumed by Licensee under this Agreement of indemnity set forth in paragraphs 15 and 16:

**Commercial General Liability Coverage:**

- The minimum limits of liability should be:  
\$1,000,000 Aggregate  
\$1,000,000 Products and Completed Operations  
Aggregate \$1,000,000 Personal Injury & Advertising  
Injury  
\$1,000,000 Each Occurrence  
\$ 100,000 Fire Damage Liability  
\$ 5,000 Medical Expense
- The policy should be written on an occurrence basis, not a claims-made basis.

■ Auto liability insurance:

**Auto Liability Coverage:**

- The minimum limits of liability should be:  
Bodily Injury: \$1,000,000 per Person/\$1,000,000 per Occurrence  
Property Damage: \$1,000,000 each Occurrence,  
**OR** a Combined Single Limit: \$1,000,000
- Auto coverage should include: Any Auto, including Hired and Non-Owned

■ Workmen's Compensation insurance with statutory limits and employer's liability insurance:

**Workers' Compensation and Employer's Liability Coverage:**

- Workers' Compensation limits are to be statutory per applicable state and federal laws.
- Employer's Liability Coverage — Minimum Limits of:  
Bodily Injury by Accident: \$100,000 each Accident  
Bodily Injury by Disease: \$100,000 each Employee  
Bodily Injury by Disease: \$500,000 Policy Limit

■ Umbrella liability coverage:

**Umbrella Liability Coverage:**

- An umbrella liability policy may be used in conjunction with primary coverage limits to meet the minimum limits requirement for each line of coverage.

■ Prior to making any attachments to Licensor's poles, Licensee shall furnish Licensor with a **Certificate of Insurance** from an insurance carrier acceptable to Licensor stating that:

Policies of insurance have been issued by it to Licensee providing for the insurance coverage listed above with minimum limits as fisted above and that such policies are in force.

Such certifications shall state that the insurance carrier will give Licensor sixty (60) days prior written notice of any cancellation or suspension of coverage or material changes in such policies.

The Certificate should identify the Licensor as an Additional Insured for relevant

coverages, except workers' compensation.

Insurance shall be placed with insurers with a current A.M. Best rating of no less than A:VII.

Failure to maintain such insurance at any time shall constitute a default of this Agreement but shall not relieve the Licensee from any liabilities assumed under this Agreement.

18. Licensee shall promptly notify Licensor of any damage caused to any facilities and shall notify Licensor of any claims for property damage, bodily injury or death indirectly or directly associated with Licensee's use of Licensor's poles. Notice shall be given promptly by Licensor of any damage caused to facilities of Licensee of any claims for property damage, bodily injury or death indirectly or directly associated with Licensee's use of Licensor's poles.

19. Licensee may, at any time, remove its attachments from any pole or poles of Licensor and Licensee shall give Licensor written notice within thirty (30) days of removal of any attachments on form in Exhibit "B". No refund of any rental will be due on account of such removal.

20. Upon notice from Licensor to Licensee that the use of any pole or poles is forbidden by governmental authorities or by property owners pursuant to contract, the Permit covering the use of such pole or poles shall immediately terminate and Licensee's attachments shall be removed from the affected pole or poles without delay and at the expense of Licensee.

21. If Licensee shall fail to comply with any of the provisions of this Agreement, including the specifications herein before referred to, or shall default in any of its obligations hereunder, including all payments to be made by it, or shall under the terms hereof breach this Agreement and shall fail within thirty (30) days after written notice from Licensor to correct such default, noncompliance or breach shall have occurred.

22. Bills for expenses and other charges under this Agreement, other than rentals, shall be payable within forty-five (45) days after presentation. Nonpayment of bill and rental on that date due shall constitute a default of this Agreement.

23. Failure of Licensor to enforce or insist upon compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or the attachment rights hereunder terminated shall not constitute a general waiver or relinquishment of any of the terms or conditions herein contained, but the same shall be and remain at all times in full force and effect.

24. Nothing herein contained shall be construed as affecting the rights or privileges previously conferred by Licensor, by contract or otherwise, to others not parties to this Agreement to use any poles covered by this Agreement; and Licensor shall have the right to continue and extend such rights or privileges. The attachment privileges herein granted shall at all times be subject to such contracts or arrangements.



25. This Agreement shall not inure to the successors of Licensee nor shall Licensee assign, transfer, or sublet the privileges hereby granted without written consent of Licensor. Notwithstanding the foregoing, no consent shall be required for any transfer or assignment of the Licensee to any entity controlling, controlled by or under the same common control as the Licensee. Licensee agrees that it will not grant, sell, rent, loan, or lease to others the use of all or any part of Licensee's equipment while attached to Licensor's poles. The parties do not intend this paragraph to, in any manner, impair the ability of the Licensee to procure financing through normal accepted facilities, and the parties expressly agree that nothing contained in said paragraph is intended to limit or restrict or impair Licensee's right to execute any mortgage or security agreement covering any part of its equipment whether attached to Licensor's poles or otherwise.

26. No use, however extended, of Licensor's poles under this Agreement shall create or vest in Licensee any ownership or property rights in said poles but Licensee's right therein shall be and remain a mere license. Nothing herein contained shall be construed to compel Licensor to maintain any of its poles for a period longer than necessary for its own service requirements.

27. This Agreement shall become effective upon its execution and shall remain in full force and effect for a period of ten (10) years and shall continue in force and effect from year to year thereafter. This Agreement is subject to termination after the end of three (3) years by either party giving six (6) months' written notice to the other party or thereafter prior to the termination of any yearly anniversary date of this contract by either party giving six (6) months' written notice to the other party. It being understood and agreed, however, that if the permission of the Licensee to use public streets and highways within the specified City Service Area shall at any time terminate, be canceled or for any reason cease to be in force or effect, then this Agreement shall automatically terminate and be canceled upon the happening of such event. Upon termination of the Agreement in accordance with any of its terms or the termination of any Permit hereunder, Licensee shall immediately remove its cables, wires, and appliances from all poles effective by such termination. If not so removed, Licensor shall have the right to remove them at cost and expense of Licensee and without any liability therefore and without any duty to account to Licensee for the property removal.

In the event the use of streets, alleys, and public places of the regulatory agency (ie: City, Village, County, etc.) shall be prohibited by said regulatory agency for the Licensor's facilities, then this pole license Agreement shall be terminated and of no further force and effect.

28. Licensee shall furnish security in the amount of not less than \$2,500.00 for each 500 poles, or fraction thereof, attached in form and with surety acceptable to Licensor, to secure the payment of any sums which may become due to Licensor for rentals or for work performed for Licensee or for the benefit of Licensee under the terms of this Agreement, including the removal of Licensee's attachments upon termination of this Agreement; however, if Licensee was previously participating in Pole Lease Agreement with the City and there have been no collection problems, this clause can be waived by Board approval.

29. This Agreement shall extend to and bind the successors and assigns of the parties hereto.

In witness whereof, the parties hereto have caused this Agreement to be duly executed the date and year first above written.

LICENSOR: CITY OF SEWARD

BY: \_\_\_\_\_  
Josh Eickmeier, Mayor

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Bonnie Otte, Clerk

Date: \_\_\_\_\_

LICENSEE:

BY: \_\_\_\_\_

Date: July 28, 2016

TYPED NAME & TITLE: Aaron M. Whyrick, President, Bluestem Fiber, LLC

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

Date: July 28, 2016


TYPED NAME & TITLE: LOEL P. Brooks, President Brooks, Pansing Brooks, P.C  
LLC

**Exhibit "A"**

**Application - Permit for Pole Attachments**

To: City of Seward Application No. \_\_\_\_\_  
537 Main  
Seward, NE 68434 Date: \_\_\_\_\_  
Attention: City Administrator \_\_\_\_\_

Application is hereby made for permission to make attachments to the following poles in Seward Nebraska, or vicinity, as indicated on the sketch attached hereto, listing pole number, location, etc.

By Licensee:  *President*

Typed Name & Title: Aaron M. Whyrick, President *Bluestem Fiber LLC*

Permission is granted to make the attachments described in the above application, subject to the acceptance of the obligation to pay the actual non-betterment cost (the estimated amounts of which are shown below) of the plant rearrangements and changes necessary to accommodate the above specified attachments.

Non-betterment cost estimate: \$ \_\_\_\_\_ Approved by Licensee: \_\_\_\_\_

**Permit Granted by City of Seward**

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

Typed Name & Title: \_\_\_\_\_

Poles Attached Licensor Previous Count: \_\_\_\_\_

Added by this Permit: \_\_\_\_\_

New Count: \_\_\_\_\_

**Exhibit "B"**

Application - **Notice of Removal of Pole Attachments**

To: City of Seward  
537 Main  
Seward, NE 68434

Applicant No. \_\_\_\_\_

Date: \_\_\_\_\_

Attention: City Administrator

Notice is hereby given that attachments have been removed from the following poles in Seward Nebraska, or vicinity, as indicated on the sketch attached hereto, listing pole number, location, etc.

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

Typed Name & Title: \_\_\_\_\_

**Notice Acknowledged by City of Seward**

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

Date: \_\_\_\_\_

Typed Name & Title: \_\_\_\_\_

Poles Attached Licensor Previous Count: \_\_\_\_\_

Deleted by this Permit: \_\_\_\_\_

**New Count:** \_\_\_\_\_

## Appendix

### **Administrative Practices**

#### **1. Application and Permit for Attachments**

- A. The Licensee shall prepare an **Application-Permit for Pole Attachments**, hereinafter referred to as Permit, on the form marked Exhibit "A" attached hereto and made part hereof, when applying for permission to make attachments to any pole or poles owned by the City of Seward, Seward, Nebraska hereinafter referred to as the "Licensor".
- B. The original and three copies of the Permit shall be forwarded to Licensor as far in advance of construction as possible. The information provided on said Permit shall show the location of the poles with respect to streets, alleys, addresses and other geographical markings with sufficient accuracy that the exact location and ownership of the poles can be readily determined.
- C. If permission to make the proposed attachments can be granted as provided in the Agreement, Licensor shall indicate on the Permit the estimated non-betterment cost of any work to be performed by Licensor and will sign it and forward the original and two copies to Licensee for further consideration.
- D. If acceptable to Licensee, two copies of the Permit shall be signed and returned to Licensor. The Permit, as thus approved, shall constitute approval for Licensee to make attachments to said pole or poles pursuant to the provisions of the Agreement. Licensor shall consider the accepted Permit as its authority to proceed with the rearrangements and/or pole replacements required to provide suitable space for Licensee's attachments. Licensor will advise Licensee when the poles are ready for occupancy.
- E. Billing for the actual costs of pole count changes covered by Permit will be issued, as soon as practical after completion of the work, to the Licensee by Licensor and the Licensee shall promptly reimburse Licensor for the amount of such billing.

#### **2. Effective Date of Attachments**

- A. The effective date of attachments to Licensor's poles for rental purpose shall be the date the Permit is accepted by Licensee or the date first attachment is made to said poles, whichever date is earliest.
- B. Licensee shall not attach to poles covered by this Agreement unless Permit has been fully executed.

### **3. Termination of Attachments by Licensee**

When all of Licensee's attachments have been removed from a pole or group of poles, Licensee shall prepare an **Application — Notice of Removal of Pole Attachments**, hereinafter referred to as Notice, on the form marked Exhibit "B", attached hereto and made a part hereof, and forward the original and two copies thereof to Licensor. The information provided on Notice shall show the location of the poles with respect to streets, alleys, addresses and other geographical markings with sufficient accuracy that the exact location and ownership of the poles can be readily determined.

### **4. Billing for Pole Rental**

- A. A tabulation of the poles on which the Licensee has attachments as of December 1st shall be made by Licensor in cooperation with the Licensee each year this Agreement remains in effect. This tabulation shall include all poles covered by accepted Permits on which Licensee's attachments are discovered by Licensor in connection with routine inspections of Licensee's facilities.
- B. The pole attachments records to be maintained by Licensor and the Licensee shall be verified from time to time by means of a complete field check of Licensee's pole attachments, which shall be made jointly by Licensor and the Licensee at least once every three (3) years.
- C. Billing for the pole rental shall be rendered to the Licensee annually as of January 1st from a billing summary to be prepared by Licensor and approved by Licensee. The summary shall be based on the joint tabulation of poles attached by Licensee provided for above.

### **5. Construction and Maintenance of Attachments**

Licensee's attachments shall be installed, maintained and removed in accordance with the requirements of the current National Electric Code and National Electric Safety Code or the requirements of any state or local authority having jurisdiction, whichever may be more stringent. All attachments will be placed within the space and at the location designated by Licensor.

# **City of Seward, NE**

**Tuesday, August 2, 2016**

**Regular Session**

## **Item G10**

### **CONSIDERATION OF A WELL PERMIT APPLICATION FOR ROBERT RINGLER, 1349 RIDGE RUN - City Administrator Smith**

**Administrative Report:** Following review and discussion, a motion to approve or deny the application would be in order.

**Staff Contact:**

**CITY OF SEWARD, NEBRASKA  
APPLICATION FOR A WELL PERMIT**

Date: 7-15-2016 19     

Permit No.:                     

Applicant: Robert Ringler

Legal description of property well is to be located on:

Address: Diane Lichty

1349 Ridge Run  
Seward NE 68434

1520 N 1st Seward NE 68434

Intended Use of Well Water: Lawn

Proposed Depth of Well: 375'

Size and Type of Casing: 4" PVC

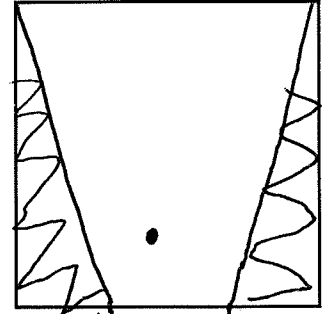
Pumping Equipment: Submersible

Well Driller's Name and Address: Earnest Well Drilling Inc

2796W Milford Rd - Milford NE 68405

402 761 2281

**SITE PLAN**



By my signature, as affixed below, I/We hereby assure and/or understand:

- 1) Any permits required by the State of Nebraska and the Upper Big Blue Natural Resource District be submitted prior to issuance of a permit by the City.
- 2) That the well driller shall contact the Water/Wastewater Superintendent at 643-3433, twenty-four (24) hours in advanced of drilling, for final approval of location:
- 3) That the well shall be installed in accordance with the rules and regulations of the state of Nebraska and updates as they become available.
- 4) a) No well shall be located within twenty-five feet (25') of any sewer line, private or public.  
b) No well shall be located within fifty feet (50') of any septic tank.  
c) No well shall be located within one hundred feet (100') of any disposal field.  
d) No well shall be located within twenty-five feet (25') of any water line, private or public.  
e) No well shall be located closer than five (5) feet to any property line.  
f) No well shall be installed in any easement on the property.
- 5) Assurance that the property owner will install and maintain proper backflow prevention devices as prescribed in section 3-140 of the City of Seward Code, if required.
- 6) That all outside spigots connected to a private well shall have a sign attached, reading ("NOT SAFE FOR DRINKING")
- 7) No water from the private well shall be used for domestic purposes, but shall be used solely for lawn irrigation and garden irrigation or for water used in heating and cooling equipment. Disposal of water for heating or cooling shall be through reinjection back to the same level of aquifer, except that during the spring, summer and fall months such water used for heating or cooling may be used for irrigation of lawn or garden.
- 8) That water to be pumped from the private well, if approved, shall be used exclusively on the legally described property.
- 9) That a well log (drilling record) shall be completed as the well is being drilled, a copy of which will be filled with the Water/Wastewater superintendent.
- 10) That the Water/Wastewater Superintendent or his representative may inspect the well and all connections thereto anytime during construction and anytime thereafter.
- 11) No water from the private well shall be allowed to run off into a City Storm Water Sewer.
- 12) Every well driller, before doing business in the City, shall be registered with the City. Registration forms may be obtained from City Building Inspector.

Robert Ringler Diane E. Lichty  
Applicant's Signature

7-25-2016

Date Approved

By Tim Ricketts

Water/Wastewater Superintendent

By                     

Mayor

Date Approved



# **City of Seward, NE**

**Tuesday, August 2, 2016**

**Regular Session**

## **Item G11**

### **CONSIDERATION OF A WELL PERMIT APPLICATION FOR KEN IMIG, 905 ROBERTS STREET - City Administrator Smith**

**Administrative Report:** Following review and discussion, a motion to approve or deny the application would be in order.

**Staff Contact:**

**CITY OF SEWARD, NEBRASKA  
APPLICATION FOR A WELL PERMIT**

Date: 7-27 19 16

Permit No.: \_\_\_\_\_

Applicant: Ken Innig

Legal description of property well is to be located on:

Address: 905 Roberts St

Seward H & R Addition Block 60  
E 1/2 Lots 1-3

Intended Use of Well Water: lawn/garden

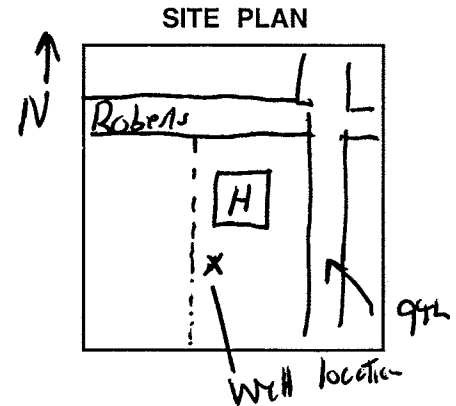
Proposed Depth of Well: 50'

Size and Type of Casing: 4" PVC

Pumping Equipment: submersible

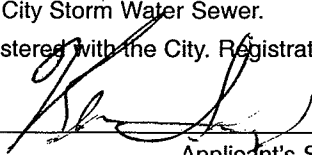
Well Driller's Name and Address: O'Malley Drilling

2230 South Highway 30, Blair, NE



By my signature, as affixed below, I/We hereby assure and/or understand:

- 1) Any permits required by the State of Nebraska and the Upper Big Blue Natural Resource District be submitted prior to issuance of a permit by the City.
- 2) That the well driller shall contact the Water/Wastewater Superintendent at 643-3433, twenty-four (24) hours in advanced of drilling, for final approval of location:
- 3) That the well shall be installed in accordance with the rules and regulations of the state of Nebraska and updates as they become available.
- 4)
  - a) No well shall be located within twenty-five feet (25') of any sewer line, private or public.
  - b) No well shall be located within fifty feet (50') of any septic tank.
  - c) No well shall be located within one hundred feet (100') of any disposal field.
  - d) No well shall be located within twenty-five feet (25') of any water line, private or public.
  - e) No well shall be located closer than five (5) feet to any property line.
  - f) No well shall be installed in any easement on the property.
- 5) Assurance that the property owner will install and maintain proper backflow prevention devices as prescribed in section 3-140 of the City of Seward Code, if required.
- 6) That all outside spigots connected to a private well shall have a sign attached, reading ("NOT SAFE FOR DRINKING")
- 7) No water from the private well shall be used for domestic purposes, but shall be used solely for lawn irrigation and garden irrigation or for water used in heating and cooling equipment. Disposal of water for heating or cooling shall be through reinjection back to the same level of aquifer, except that during the spring, summer and fall months such water used for heating or cooling may be used for irrigation of lawn or garden.
- 8) That water to be pumped from the private well, if approved, shall be used exclusively on the legally described property.
- 9) That a well log (drilling record) shall be completed as the well is being drilled, a copy of which will be filled with the Water/Wastewater superintendent.
- 10) That the Water/Wastewater Superintendent or his representative may inspect the well and all connections thereto anytime during construction and anytime thereafter.
- 11) No water from the private well shall be allowed to run off into a City Storm Water Sewer.
- 12) Every well driller, before doing business in the City, shall be registered with the City. Registration forms may be obtained from City Building Inspector.

  
\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date Approved

By \_\_\_\_\_  
Water/Wastewater Superintendent

\_\_\_\_\_  
Date Approved

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



July 28, 2016

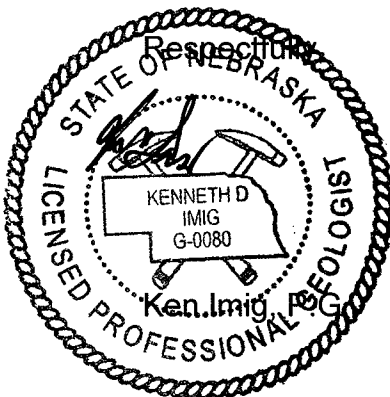
City of Seward  
537 Main Street  
Seward, NE 68434

Re: Application for a Well Permit  
905 Roberts Street

To: Mr. Tim Richtig

Enclosed is the application for a well permit, a check for \$100.00, a google aerial photo showing the proposed well location and legal address for 905 Roberts property. I anticipate the well to be drilled to a total depth of approximately 50 feet below ground level (bgl). I am assuming groundwater to be around 32 feet bgl, I plan on installing approximately 10 feet of 20-slot screen from 40 to 50 feet bgl, an appropriate well pack will be placed around the screen section. Once completed, a 110 volt submersible pump will be installed in the well casing. Well installation will follow Nebraska Rules and Regulations governing well installations.

If you have any additional questions, please feel free to give me a call.





Google earth

feet  
meters





Google earth

feet  
meters



Parcel Information	
<b>Parcel ID</b>	800085264
<b>Links</b>	Photo #1 Photo #2 Photo #3 Sketch #1
<b>Current Owner</b>	IMIG/KENNETH
<b>Mailing Address</b>	905 ROBERTS ST SEWARD, NE 68434--000
<b>Situs Address</b>	905 ROBERTS ST
<b>Tax District</b>	5
<b>School District</b>	401 (Seward SD9)
<b>Legal Description</b>	SEWARD H M & R ADDITION BLOCK 68 E 1/2 LOTS 1-3

\* Disclaimer: This legal description should not be used to prepare legal documents. Please contact the county clerk's office for the proper legal description. (402-643-2883).

Current Value Information			
Land Value	Dwelling Value	Improvement Value	Total Value
\$16,381	\$44,609	\$0	\$60,990

Prior Year Value Information				
Year	Land Value	Dwelling Value	Improvement Value	Total Value
2015	16,381	44,609	0	60,990
2014	16,381	40,574	0	56,955
2013	15,640	26,506	0	42,146
2012	15,640	26,506	0	42,146
2011	15,640	26,506	0	42,146

Yearly Tax Information		
Year	Amount	Levy
2015	1,005.66	1.743000

Year Sales History	
No previous sales information is available.	

Residential Building Information			
<b>Occupancy Code</b>	101 (Single-Family / Owner Occupied)	<b>Rooms Above Ground</b>	0
<b>Year Built</b>	1908	<b>Rooms Below Ground</b>	0
<b>Style</b>	1 Story Frame	<b>Bedroom #</b>	N/A
<b>Area</b>	932	<b>Bathroom #</b>	N/A
<b>Total Living Area</b>	1,296	<b>Condition Code</b>	Normal
<b>Length</b>	0	<b>Foundation</b>	None
<b>Width</b>	0	<b>Exterior Walls</b>	None

# **City of Seward, NE**

**Tuesday, August 2, 2016**

**Regular Session**

## **Item G12**

### **CONSIDERATION OF AMENDMENT TO LIQUOR LICENSE FOR BOTTLE ROCKET BREWING, 230 S 5TH STREET, ADDING TO THE BUILDING AND AN OUTDOOR DECK - Gerald Homp**

**Administrative Report:** Bottle Rocket Brewing is requesting an amendment to their current liquor license for the purpose of adding an events room, warming kitchen, bathrooms, mezzanine and deck.

**Following review and discussion, a motion to approve the requested amendments to the license would be in order.**

**Staff Contact:**

# APPLICATION FOR ADDITION TO LIQUOR LICENSE

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

Office Use

## Application:

- Must include processing fee of \$45.00 check made payable to the Nebraska Liquor Control Commission or you may pay online at [www.ne.gov/go/NLCCpayport](http://www.ne.gov/go/NLCCpayport)
- Must include a copy of the lease or deed showing ownership of area to be added. This is still required even if it's the same as on file with original application
- Must include simple hand drawn sketch showing existing licensed area and area to be added, must include outside dimensions in feet (not square feet), show direction north.  
**NO BLUE PRINTS**
- May include approval from the local governing body; no addition shall be approved unless endorsed by the local governing body
- Check with your local governing body for any additional requirements that may be necessary in making this request for addition

LIQUOR LICENSE # 112988 CLASS TYPE LK  
LICENSEE NAME Bottle Rocket Brewing LLC  
TRADE NAME Bottle Rocket Brewing LLC  
PREMISE ADDRESS 230 S. 5<sup>th</sup> ST.  
CITY Seward ZIP CODE NE COUNTY Seward  
CONTACT PERSON Gerald HOMP  
PHONE NUMBER OF CONTACT PERSON 402-304-5673  
EMAIL ADDRESS OF CONTACT PERSON Gerald@Bottlerocketbrewing.com

RECORDED  
INDEXED

FORM 110  
REV JULY 2015  
Page 1 of 2



1. What is being added?

Explain the type of addition that is being requested, i.e. beer garden, adding to building  
adding to building an events room, warming kitchen, bathrooms, Mezzanine,  
and deck.

2. Will this addition cause the location to be within 150 feet of a church, school, hospital, home for the aged or indigent persons or for veterans, their wives, and children; or within 300 feet of a college or university campus?

☐ YES ☒ NO

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

Must include supplemental Form 134 found at this link: <http://www.lcc.ne.gov/formsdiv.html>

If proposed location is within 300 feet of a campus, the Commission may waive this restriction upon written approval from the governing body of the college or university. (Rev. Stat. 53-177)(1).

Must include supplemental Form 135 found at this link: <http://www.lcc.ne.gov/formsdiv.html>

3. Include a sketch of the area to be added showing:

- ✓ existing licensed area with length & width in feet
- ✓ area to be added with length & width in feet
- ✓ direction north

4. If adding an outdoor area explain:

- ✓ type of fencing
- ✓ height of fence
- ✓ length & width of outdoor area in feet

*12.07 Outdoor area shall mean an outdoor area included in licensed premises, which is used for the service and consumption of alcoholic liquors and which is contained by a permanent fence, wall or other barrier approved by the Commission and shall be in compliance with all building and fire, or other applicable local ordinances. Rule Chapter 2-012.07*

I acknowledge under oath that the premises as added to comply in all respects with the requirements of the act. Neb Rev Stat §53-129

Gerald Homp

Signature of Licensee or Officer

State of Nebraska

County of Seward

The foregoing instrument was acknowledged before me this

July 27<sup>th</sup> 2016

Date

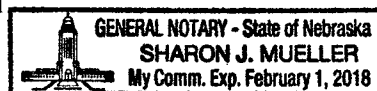
by Gerald Homp

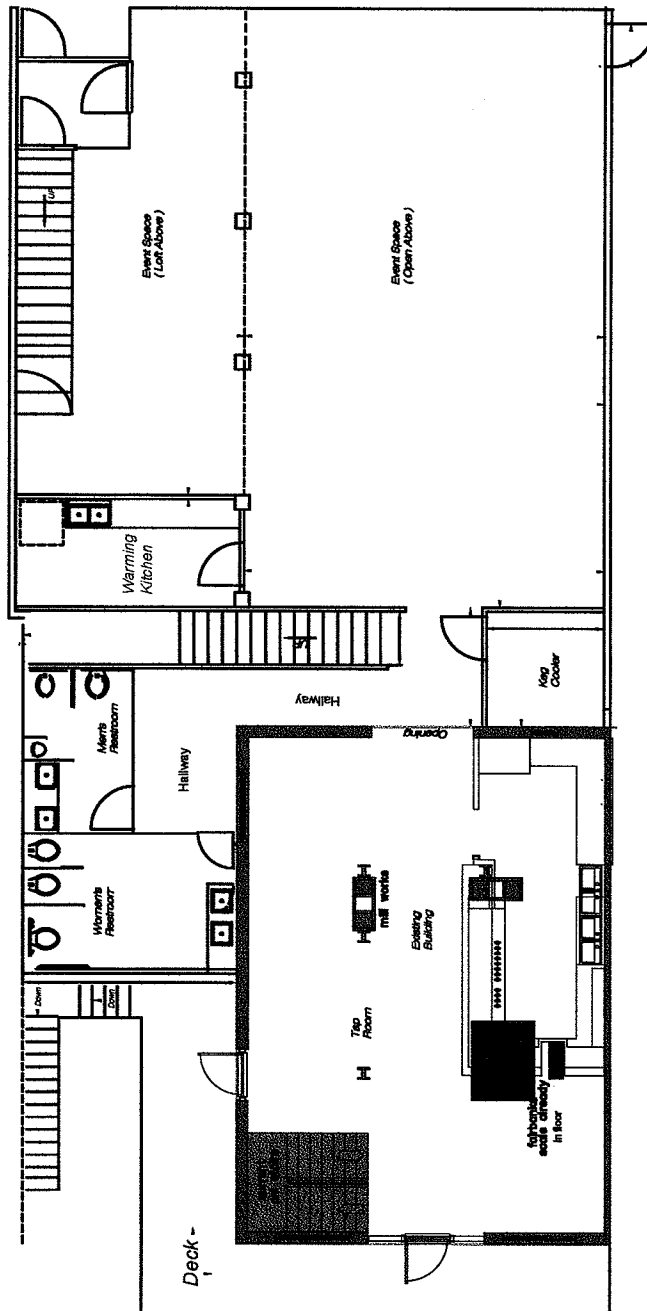
name of person acknowledged (individual(s) signing document)

Sharon J Mueller

Notary Public signature

Affix Seal

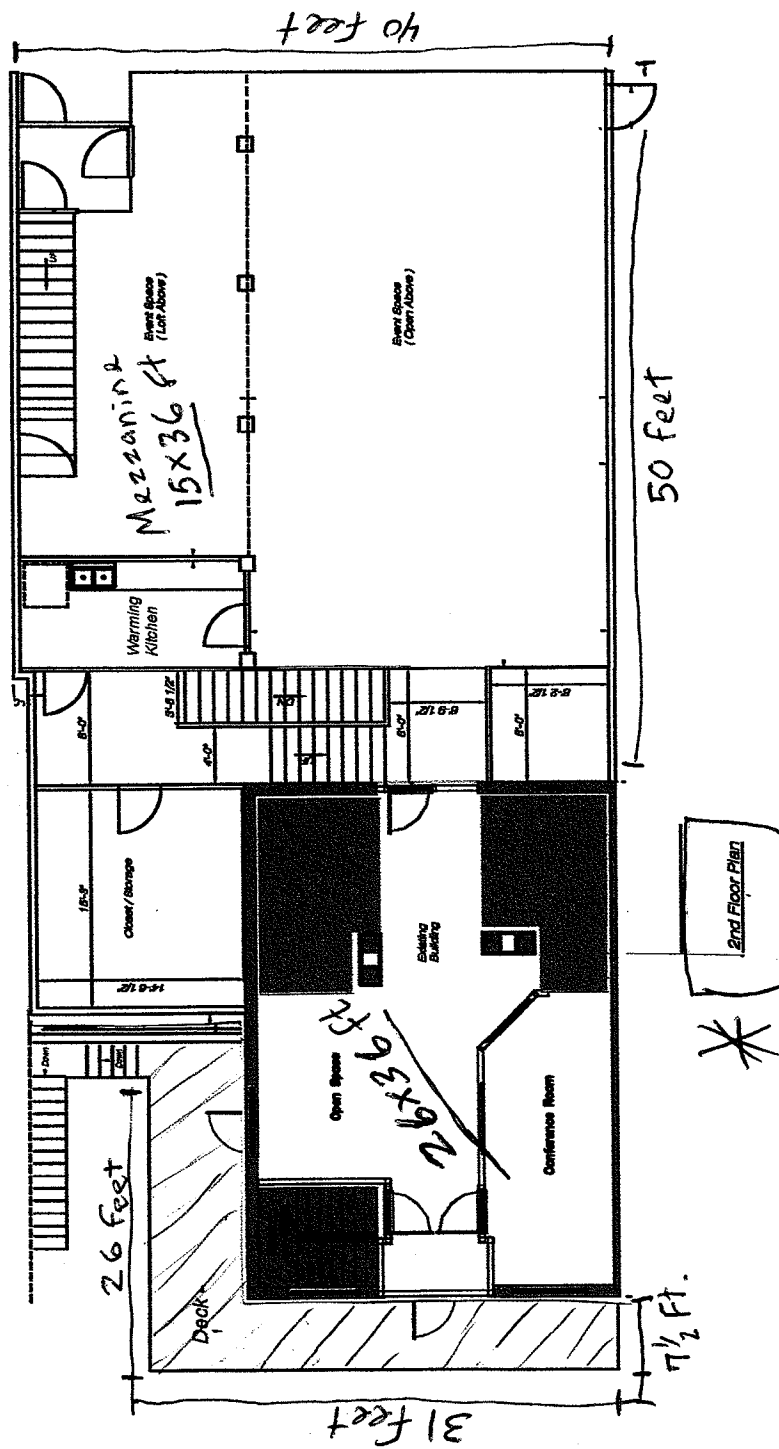




\* 1st Floor Plan

PRELIMINARY  
NOT FOR  
CONSTRUCTION

Bottle Rocket Brewing Company  
Remodel / Addition  
230 South 5th Street  
Seward, Nebraska



PRELIMINARY  
NOT FOR  
CONSTRUCTION

Bottle Rocket Brewing Company  
Remodel / Addition  
230 South 5th Street  
Seward, Nebraska

# **City of Seward, NE**

**Tuesday, August 2, 2016**

**Regular Session**

## **Item G13**

### **CONSIDERATION OF CLAIM FROM GILBERT DAENZER, 540 E HILLCREST FOR PERSONAL PROPERTY DAMAGE - City Administrator Smith**

**Administrative Report:** Gilbert Daenzer filed a claim against the City in the amount of \$308.75 for damage to a vehicle when a portion of a tree fell on his vehicle following a windstorm on 5-25-16. Mr. Daenzer alleges the tree was located on City property.

**Following review and discussion, a motion to deny the claim and forward to the City's insurance carrier is recommended.**

**Staff Contact:**

CITY OF SEWARD NEBRASKA  
537 MAIN ST P O BOX 38  
SEWARD NE 68434-0038  
402-643-2928

received  
7-22-16 Bjs

DAMAGE CLAIM FORM

DATE: July 15, 2016 SUBMITTED BY: GILBERT DAENZER  
Name  
AMOUNT OF CLAIM: 308<sup>75</sup> 540 E HILLCREST  
Address  
SEWARD, NE 68434  
City, State, Zip Code  
402/643-4749  
Telephone Number  
Gil.Daenzer@TWC.COM  
Email Address

COPIES OF BILLS MUST BE ATTACHED VERIFYING AMOUNT OF CLAIM  
SUBMITTED

CLAIM IS HEREBY MADE AGAINST THE CITY OF SEWARD, NEBRASKA DUE TO THE FOLLOWING

EVENT THAT OCCURRED ON May 25, 2016 AT 12:30 (A.M.)  
DATE TIME P.M.  
AT 540 E HILLCREST, SEWARD, NE 68434  
LOCATION

DESCRIBE WHAT HAPPENED:

A wind storm came  
through just after midnight. The  
wind was so strong it broke a tree  
in the <sup>city's</sup> right of way in half. The  
half that broke off landed (was  
blown) onto my car in the circle  
driveway breaking the rear window  
and severely damaging the right  
rear of the car so that the hatch  
back cannot close. The car is a 1994  
Ford Aspire hatchback. I had R+H make  
minimal repairs so I can continue to use it.  
(receipt enclosed) I request reimbursement  
from the city since the tree is in city right of way.

Attach More Pages as Necessary

(OVER)

The city crew liberated the car and removed  
the fallen tree. Mel Aldrich can provide  
additional info if needed and so can I.

The ~~car~~ can be seen at the address given  
if needed. Thank you.

Sincerely,

Gil Daenzer

attc: R + H receipt



335 SO. 8TH STREET • SEWARD, NE 68434  
FED. ID. # 47-0837639

MAKE & MODEL	LIC. No. & STATE	SERIAL No.	REFERENCE
1994 Ford	Aspire 2DR Hatchback	# KNJLT05HX	R6117269

[illegible]

I HEREBY AUTHORIZE REPAIR WORK TO BE DONE AS DESCRIBED ABOVE WITH NECESSARY PARTS TO BE LISTED AT YOUR REGULAR PRICES. I AGREE TO PAY CASH ON DELIVERY OF CAR OR ON SATISFACTORY TERMS TO YOU, AND UNTIL PAID IN FULL IT SHALL CONSTITUTE A LIEN ON MY CAR. I FURTHER AGREE THAT YOU WILL NOT BE HELD RESPONSIBLE FOR CAR OR ARTICLES IN CAR IN CASE OF FIRE, THEFT, ACCIDENTS OR OTHER CAUSES BEYOND YOUR CONTROL. MY CAR MAY BE DRIVEN BY YOUR EMPLOYEES FOR ROAD TESTS AT MY OWN RISK.

# **City of Seward, NE**

**Tuesday, August 2, 2016**

**Regular Session**

## **Item G14**

### **CONSIDERATION OF REQUEST BY SEWARD FIRST IMPRESSIONS COMMITTEE TO ERECT SIGN ON CITY PROPERTY - EAST HWY 34 - Gary Rolf**

**Administrative Report:** On February 9, 2016, the First Impressions Working Group presented a request to place a lighted "Welcome to Seward" sign on City property located to the east of the Parade of Flags feature. (Excerpt of Minutes attached). At that time, the Council requested the Group consider placing the sign at the current sign location than requested.

The Electric Department provided the cost to run electricity from the North side of highway 34 to the old sign on the south side (replace old sign) - \$ 4,243.90.

The Group is back with their standing request.

Following review and discussion, Council to offer a motion or provide direction on the request.

**Staff Contact:**



## Bonnie Otte

---

**From:** City of Seward Website <wordpress@connectseward.org>  
**Sent:** Tuesday, July 19, 2016 8:26 AM  
**To:** info  
**Subject:** City Council Agenda Item Request

Date: 8/2/16  
Name: First Impressions Working Group  
Address: Civic Center  
Email: [gary@cattlebank.com](mailto:gary@cattlebank.com)  
Phone: 402 641-9766

Explanation of Request: Revisit our request to use land on North side of highway 34, East of the Parade of Flags.

Action requested: Approve standing request to use the location described.


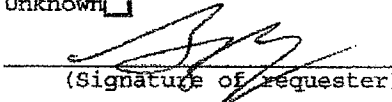
Will this agenda item require the expenditure of funds: Unknown

Printed Name: Gary Rolf

Signature: [http://wp.connectseward.org/cityofseward/files/wpcf7\\_signatures/signature-209-1468934763.png](http://wp.connectseward.org/cityofseward/files/wpcf7_signatures/signature-209-1468934763.png)

--

This mail is sent via contact form on City of Seward <http://www.cityofsewardne.com>

	
City of	<b>SEWARD</b>
	P.O. Box 38 • 537 Main Street Seward, Nebraska 68434 Phone 402-643-2928 Fax 402-643-6491
PUBLIC REQUEST FOR COUNCIL AGENDA ITEM OR ADMINISTRATIVE ACTION	
DATE:	<u>1/25/16</u>
NAME:	<u>Seward Chamber First Impressions Cante</u>
ADDRESS:	
EMAIL ADDRESS:	<u>grolfe@neb.rr.com</u> TELEPHONE NO. <u>641 9765</u>
EXPLANATION OF REQUEST: <u>Re visit site location for Seward East Entrance</u> <u>"welcome" sign.</u>	
ACTION REQUESTED: <u>Consider our proposed location and approve it.</u> <u>See attached Memo.</u>	
Will this agenda item require the expenditure of funds? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown <input type="checkbox"/>	
 (Signature of requester)	<u>Gary L. Roll</u> (Print Name) <u>Cante Chair</u>
Council meetings are held on the 1 <sup>st</sup> & 3 <sup>rd</sup> Tuesdays of every month. All requests for the Agenda must be submitted by noon on the Wednesday preceding the Council meeting, any item received after this time would have to be of an emergency nature. Once a request is received, Administration will review it and determine whether or not it requires Mayor/Council action, or whether it is an item that needs to be handled by staff.	
Received by: <u>Bonnellto</u> (City employee)	Date: <u>1/25/16</u>

*January 8, 2016*

Honorable Mayor Eickmeier

Members of Seward City Council

The First Impressions Committee is a subcommittee of the Seward Area Chamber of Commerce. Although it serves all Seward residents, the primary demographic it targets is visitors. Its mission is to facilitate changes in and around Seward that result in aesthetic improvements to the town's appearance. We are business owners, representatives of Chamber businesses, Chamber members and others interested in the committee's mission. Our projects include: award-winning annual Spring Cleanup Days for over 15 years; refurbishment of the Marxhausen mural; installation of the U.S. Highway 34 historical marker and pavilion; tree groves along the hiking and biking trail; update of city ordinance concerning stored, unlicensed vehicles; CASA sign repainting; partnership in the Kiwanis Parade of Flags; curtain hanging in downtown business windows; and demolition of the railroad's green water tower.

Since the committee does not have a budget, funding for our projects consists of grants; private funding; county and other organizational funding; and in-kind labor and donations.

For the past several years we have discussed the idea of constructing a Welcome to Seward sign to greet visitors and residents alike. We have unsuccessfully explored the entire length of south Nebraska Highway 15 looking for possible locations. Most of the properties are privately owned and we have not been able to connect with a private landowner interested in partnering with us.

As the Kiwanis Parade of Flags projects was evolving, the committee began to discuss dovetailing with it to install the welcome sign on east U.S. 34. A committee member drew up a design idea and received a quote for it from Love Designs in Columbus. We also met with Hughes Brothers who provided a quote for the sign's steel beams.

The committee then considered locations. A sub committee explored U.S. 34 starting approximately two miles east of the flags. Six locations were noted: corner of U.S. 34 and E. Seward Rd. east side; corner of U.S. 34 and E. Seward Rd. west side; entrance to old "Jones house" property; farm field to east of Valley View development; berm adjacent to Valley View development; and the city property just to the east of the Parade of Flags. The committee unanimously voted for the city property location for the following reasons:

- its city property location and ease of partnering with the city.
- the Parade of Flags is already highly popular with both residents and visitors.
- its flood zone designation which will ensure there will not be any development to the north of the sign to spoil the "backdrop" view.
- it is level and attractively backed up by a grove of evergreen and shade trees (also a First Impressions project).
- electrical power is nearby

7. CONSIDERATION OF REQUEST BY SEWARD CHAMBER FIRST IMPRESSIONS COMMITTEE TO ERECT  
A SIGN ON CITY PROPERTY - EAST HWY 34

Clarence Wattier addressed the City Council on behalf of the Seward Area Chamber of Commerce First Impressions Committee, as a follow-up to the October 6, 2015 City Council meeting request to install a "Welcome to Seward" sign on east Hwy 34, when the City Council requested the Committee investigate alternative locations. Mr. Wattier stated the Committee revisited other sites per the City Council request, but still believe this is the best site. He stated the sign and the flags would create a very good first impression, the proposed site is owned by the City, and there is electricity available at this location for the LED lighting.

Councilmember Singleton stated he would like to see the new sign placed in the current location (replace current sign) and would like the Committee to check into the easement and get approval from NDOR and then return to the Council with the updated request.

There was discussion around the uncertainty of owner of the current sign and landowner and arrangement for the sign. Recollection was it was paid for by the Chamber of Commerce and individual organizations who attached their names to the sign. There was also thought that the land in which the sign was constructed was on private land with some type of easement. There were additional comments that the current signage is out of the floodplain (proposed location is in floodplain) and that the Nebraska Department of Roads (NDOR) may have to be involved as they approved placement of the original sign.

City Attorney Hoffschneider stated there may be a "monument easement" for the current sign, which could be determined through a limited title search.

Mayor Eickmeier asked if there were any other requests from the Council for this Committee, since this is the second time they have been before the Council with their request.

Councilmember Fritz requested cost estimates to provide electricity to the current sign location and Councilmember Wilken requested the current organizations attached to the sign be notified of the proposal to replace the sign, and that their organizations would not be represented on the current sign.

Councilmember Singleton moved, seconded by Councilmember Schmit, that a limited title opinion be ordered for the current welcome sign location on east Hwy 34 in consideration of replacing this sign with a new Welcome to Seward sign, as proposed by the Seward Chamber of Commerce First Impressions Committee.

Aye: Pike, Singleton, Schmit, Wilken, Beck, Kamprath, Fritz

Nay: None

Absent: Hans. Motion carried.

# **City of Seward, NE**

**Tuesday, August 2, 2016**

**Regular Session**

## **Item G15**

### **CONSIDERATION OF REQUEST TO AMEND ARTICLE 14, SECTION 2-1407, CITY TREE BOARD TO ADD THE AUTHORITY OF THE TREE BOARD TO PLANT TREES -**

**Matt Stryson**

**Administrative Report:** The Tree Board is requesting an amendment to the City's Ordinance to allow the Tree Board to replace trees that have been removed. Attached is a copy of the current City Tree Ordinance, which includes the requested language change.

**Following review and discussion, Council to provide direction to staff, which may include a motion to have staff prepare an ordinance with requested changes.**

**Staff Contact:**

**Bonnie Otte**

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**From:** City of Seward Website <wordpress@connectseward.org>  
**Sent:** Thursday, July 21, 2016 9:49 AM  
**To:** info  
**Subject:** City Council Agenda Item Request

Date: July 21, 2016  
Name: Matt Stryson  
Address: 1039 N 5TH ST  
Email: [matt@hughesbros.com](mailto:matt@hughesbros.com)  
Phone: 402-641-1603

Explanation of Request: Please provide letter from Tree Board to Mayor, City Council and City Administration for their consideration.

Action requested: Amend Art 14 Ordinance No. 12-82, June 1, 1982, Section 2-1407.  
Change from TREE BOARD; TREES; CARE and REMOVAL to TREE BOARD; TREES; CARE, REMOVAL and PLANTING Add after ....symmetry and beauty of such public grounds and after approval by the Tree Board. " The Municipality shall have the right, after notifying proper owners, to utilize unused annually allocated ReLeaf monies for new plantings in streets, alleys, avenues, lanes, squares and public grounds, as previously listed above.

Will this agenda item require the expenditure of funds: Yes

Printed Name: Matthew C. Stryson

Signature: [http://wp.connectseward.org/cityofseward/files/wpcf7\\_signatures/signature-209-1469112531.png](http://wp.connectseward.org/cityofseward/files/wpcf7_signatures/signature-209-1469112531.png)

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This mail is sent via contact form on City of Seward <http://www.cityofsewardne.com>

13 July 2016

To: Mayor - Seward City Council - Seward City Administration

Regarding: Seward - Losing Trees at an Alarming Rate - an Astonishing Rate

As you may recall, the City of Seward Tree Board has been trying to sound the alarm - and garner any help possible - to replace an inordinate number of City Trees that are being cut down and removed. Our community is losing Hackberries, Silver Maples, Chinese Elms and many other City Trees at alarming rates. As noted at the July 12th Tree Board meeting, our most recent windstorm further increased our City Tree removal list to accelerated levels.

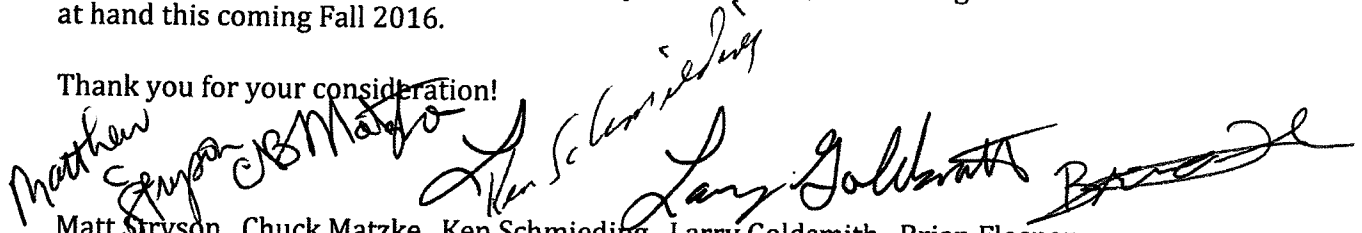
Trees have a life expectancy. Many were planted in the 1930s, 40s, 50s and 60s. Many of these Trees have met or exceeded their life expectancy. We commend the City of Seward's employees for many years of trimming and upkeep to try and keep our City's Trees healthy and growing. We're gracious that our forefathers had the where-with-all to plant trees and provide the shade and canopy we enjoy today.

We when remove Trees, we ask the property owners to replace the Trees. We invite them to participate in the City's ReLeaf program. [You can go to the City's web site - Government - City Hall - ReLeaf Tree grant for an application.] Unfortunately, it's become evident that our City Trees are not being replaced. The majority of the Property owners are not participating in the ReLeaf program or replacing City Trees on their own.

We are asking you - the Council - to give the Tree Board the authority to replace Trees. You have given us the authority to vote for Tree removal. We don't have the authority to replace the trees that have been removed. The City's annual ReLeaf budget is \$2500. Most years the majority of the ReLeaf budget goes unused.

We highly anticipate and look forward to a quick response, so we can get to the task at hand this coming Fall 2016.

Thank you for your consideration!

  
Matt Stryson Chuck Matzke Ken Schmieding Larry Goldsmith Brian Flesner

P.S. The Emerald Ash Borer has been discovered in Nebraska and its discovery makes it even more important to start a proactive approach to tree replacement.

## Article 14. City Tree Board

[Editor's Note: Article 14 was adopted in its entirety by Ordinance No. 12-82, 6/1/82]

§2-1401 TREE BOARD; CREATION AND ESTABLISHMENT. There is hereby created and established a City Tree Board for the City of Seward, Nebraska, which shall consist of five (5) members, citizens and residents of this City, who shall be appointed by the Mayor, with the approval of the City Council.

§2-1402 TREE BOARD; TERM, COMPENSATION, DUTIES AND RESPONSIBILITIES. The term of the five (5) persons to be appointed by the Mayor shall be three (3) years, except that the term of two (2) of the members appointed to the first Board shall be for only one (1) year, and the term of two (2) members of the first Board shall be for two (2) years. In the event that a vacancy shall occur during the term of any member, his successor shall be appointed for the unexpired portion of the term. Members of the Board shall serve without compensation.

It shall be the responsibility of the Board to study, investigate, counsel and develop a written replanting, removal or disposition of trees and shrubs in public ways, streets and alleys. Such plan will be presented to the City Council and upon their acceptance and approval, shall constitute the official comprehensive City tree plan for the City of Seward, Nebraska. The Board shall review annually and update, if needed, the comprehensive City tree plan. The Board shall prepare and present an annual work plan to the City Council for their acceptance and approval. The Board, when requested by the City Council, shall consider, investigate, make findings, reports and recommendations upon any special matter(s) of questions coming within the scope of its work. (Amended by Ord. No. 4-94, 2/1/94)

§2-1403 TREE BOARD; OPERATION. Section 1. TREE BOARD; OPERATION. At the first (1st) meeting in June of each year, the Board shall organize by selecting from its membership a Chairman and Secretary. The Secretary shall keep the full and correct minutes and records of all meetings and file the same with the Municipal Clerk within ten working days, or prior to the next convened meeting, whichever occurs earlier. An additional ten days shall be allowed for providing the minutes in the event of the secretary's serious illness or an emergency which prevents him/her from writing such minutes. A majority of the members shall be a quorum for a transaction of business. The Board shall meet quarterly on the second (2<sup>nd</sup>) Tuesday of January, April, July and October, with additional meetings as needed. (Amended by Ord. No. 4-94, 2/1/94, Amended by Ord 52-05, 10-18-2005 Amended by Ord 1-09, 2-17-2009)

§2-1404 TREE BOARD DEFINITIONS.

STREET TREES: "Street trees" are herein defined as trees, shrubs, bushes and all other woody vegetation on land lying between property lines on either side of all streets, avenues or ways within the City.



PARK TREES: "Park trees" are herein defined as trees, shrubs, bushes and all other woody vegetation in public parks and all areas owned by the City, or to which the public has free access.

SMALL TREES: "Small trees" are herein defined as trees which by their nature do not normally attain heights greater than twenty-five feet (25') at maturity.

MEDIUM TREES: "Medium trees" are herein defined as trees which by their nature normally attain heights of from twenty-five to forty-five feet (25' to 45') at maturity.

LARGE TREES: "Large trees" are herein defined as trees which by their nature attain heights greater than forty-five feet (45') at maturity.

§2-1405 TREE BOARD; TREE SPECIES TO BE PLANTED. The City Tree Board shall establish and maintain a list of Tree Species which shall constitute the official Street Tree species for the Municipality of Seward, Seward County, Nebraska. Said list shall be reviewed on an annual basis by the City Tree Board, and a copy of the listing of official Street Tree species for the City shall be maintained on file with the City Clerk and said list shall be made available to any person upon request. (Amended by Ord. No. 4-94, 2/1/94)

§2-1406 TREE BOARD; TREES; DISTANCE FROM UTILITY LINES. No Street Trees or Park Trees other than those species listed as Small Trees in section 2-1405 of this Article, or species specifically approved by the Municipal Tree Board, may be planted under or within ten (10) lateral feet of any overhead utility wire, or over or within five (5) lateral feet of any underground water line, sewer line, transmission line or other utility, line, wire or main. No street tree shall be planted within ten feet (10') of any fire hydrant.

~~§2-1407 TREE BOARD; TREES; CARE AND REMOVAL.~~ **TREE BOARD; TREES; CARE, REMOVAL AND PLANTING.** The Municipality shall have the right, after notifying the property owner(s) and allowing sufficient time for them to eliminate the problem(s), to plant, prune, maintain or remove Street Trees or Park Trees within the lines of all streets, alleys, avenues, lanes, squares and public grounds, as may be necessary to insure public safety or to preserve or enhance the symmetry and beauty of such public grounds and after approval by the Tree Board. **The Municipality shall have the right, after notifying proper owners, to utilize unused annually allocated ReLeaf monies for new plantings in streets, alleys, avenues, lanes, squares and public grounds, as previously listed above.**

The Municipal Tree Board may, after notifying the property owner(s) and allowing sufficient time for them to eliminate the problem(s), cause or order to be removed any Street Tree or Park Tree or part thereof which is in an unsafe condition or which, by reasons of its nature, is injurious to sewers, electric power lines, gas lines, water lines or other public improvements, or is affected with any injurious fungus, insect or other pest.

The Utility Companies may remove, at their expense, trees or parts thereof which are injurious to their utility lines, after negotiating with the property owner(s).

No person or property owner shall remove any live Street Tree or Park Tree for any reason without written permission of the Municipal Tree Board. Provided, however, when said Utility Companies confront an emergency situation, they will have the authority to trim or remove the trees or parts thereof at their own discretion and expense.

§2-1408 TREE BOARD; TREE TOPPING. It shall be unlawful as a normal practice for any person, firm, or Municipal department to top any Street Tree, Park Tree or other tree on public property. Topping is defined as the severely cutting back of limbs to stubs larger than three inches (3") in diameter within the tree's crown to such a degree so as to remove the normal canopy and disfigure the tree. Trees severely damaged by storms or other causes, or certain trees under utility wires or other obstructions where other pruning practices are impractical may be exempted from this Article at the determination of the Municipal Tree Board.

§2-1409 TREE BOARD: OBSTRUCTION, PRUNING, REMOVAL. All trees and shrubs within the Municipality shall be pruned or removed when such trees or shrubs obstruct the light from any street lamp, obstruct the visibility of any traffic control device or sign, obstruct the passage of pedestrians on sidewalks, or obstruct the view of any street or alley intersection. The minimum clearance of any overhanging portion thereof shall be fourteen feet (14') on all arterial and collector streets and eleven feet (11') on all residential streets and seven feet (7') over sidewalks.

All shrubs and hedges defined as Street Trees in this Article shall be kept trimmed by the abutting property owner at least one foot (1') back from all curbs, sidewalks, driveways or alleys; and the same shall at all times be kept trimmed to a height not greater than thirty inches (30") above the top of the curb unless the Municipal Tree Board, for other than corner lots, determines that a greater height would not constitute a hazard to pedestrian or vehicular traffic.

The Municipal Tree Board shall notify, in writing, the owners of such trees or shrubs on private property. Pruning shall be done by said owners at their own expense within sixty (60) days after the date of notification. In the event of failure of owners to comply with said notice, the Municipality shall have the authority to prune said trees or shrubs and assess the cost of said pruning to the property owner. If the owner fails to reimburse the Municipality after being properly billed, the cost may be assessed against the real estate and the Governing Body shall have the assessment certified to the County Treasurer and the same shall be collected in the manner as provided by law.

§2-1410 TREE BOARD; DEAD OR DISEASED TREES, PRUNING, REMOVAL. All trees and shrubs within the Municipality shall be pruned or removed when such trees or shrubs constitute a hazard to life and property, or harbor insects or disease which constitute a threat to other trees or shrubs within the City.

The Municipal Tree Board shall have the power and authority to prune or remove, or order to prune or remove, any such trees or shrubs on private property. The Municipal Tree Board shall notify, in writing, the owners of such trees or shrubs. Pruning or removal shall be done by said owners at their own expense within sixty (60) days after the date of notification. In the event of failure of owners to comply with said

notice, the Municipality shall have the authority to prune or remove said trees or shrubs and assess the cost of said pruning to the property owner. If the owner fails to reimburse the Municipality after being properly billed, the cost may be assessed against the real estate and the Governing Body shall have the assessment certified to the County Treasurer and the same shall be collected in the manner as provided by law.

§2-1411 TREE BOARD; WORK ORDERED OR DONE BY THE CITY. Written permission shall not be required for any tree, shrub or hedge planting, pruning, spraying or removing ordered or done by the City; however, all such work shall be done in conformance with the requirements of sections 2-1405 through and including 2-1410 of this Article and the following regulations and provisions.

The City of Seward Electric Department is responsible for maintaining adequate clearance from trees and branches approaching overhead primary, secondary and service electrical lines. The City Street Department is similarly responsible for insuring that the City's streets, alleys and walkways are clear of any trees, branches or shrubs which could obstruct the path or sight-distance of the motorist and/or pedestrian.

The City of Seward is also cognizant of the fact that trees serve an important aesthetic and energy saving purpose for the residents of the City. It is therefore necessary to establish clear and specific rules regulating how the trimming and/or removal of trees and shrubs is to be implemented when necessary.

1. NOTICES TO RESIDENTS. When it is determined that a tree or shrub requires trimming or removal, the City shall deliver or mail by means of certified mail, return receipt requested, to the owner or tenant of the abutting or affected property a notice advising him/her of the problem, the approximate location, and the suggested remedy. In addition, the notice shall advise the owner/tenant that he/she has ten (10) days in which to contact the City if questions or objections concerning the action exist; and that if no contact is made with City Personnel during this time, the City will proceed with the project as described in the notice.

The notice, as described above, shall apply to all cases, except when an emergency exists or when it is necessary to remove a tree or branches in order to restore electrical service or to open up a street blocked by a tree or branch.

2. REMOVAL OF TREES OR SHRUBS. Trees shall be taken out only if the following conditions exist:

- a. If the tree of concern is dead or affected by disease to the extent that it could not survive on a long-term basis.
- b. If the tree or shrub of concern is located in such a position that it cannot be trimmed properly to resolve the problem, without ruining its aesthetic appearance,

3. TRIMMING OF TREES OR SHRUBS. If in the opinion of City personnel it is necessary and feasible to trim a tree or shrub, trimming shall be completed in the following manner:
- a. Tree branches affecting overhead power lines shall be trimmed back from the power line a minimum of forty -eight inches (48").
  - b. Tree branches nearer to a street or sidewalk than the standards set forth in section 2-1410 of the City Codes shall be trimmed back to a point which meets these standards.
  - c. Wherever feasible, branches shall not be stubbed In the middle of a branch; rather the branch shall be trimmed at that point where it joins with a greater sized branch of the trees.
4. REMOVAL OF BRANCHES. Trees, branches and shrubs taken down by the City shall be removed from the property as soon as is practical after they have been felled. In no case shall the timber be left on the property longer than five (5) working days after the trimming took place.
5. APPEAL OF CONFLICTS BETWEEN CITY PERSONNEL AND PROPERTY OWNER OR TENANT. If a property owner and/or tenant objects to the action proposed by City personnel and efforts to mutually resolve the objection between the parties involved fail, the City's Tree Board shall serve as a Hearing Board to resolve the dispute. Appeal to the Tree Board shall be made in writing to the City Clerk/Treasurer's office. When an appeal is filed, City personnel shall taken no further action to trim or remove the tree or shrub until the Tree Board has acted on the appeal. The Tree Board shall hear all appeals of this nature within thirty (30) days after it has been filed with the City Clerk/Treasurer.
6. APPLICABILITY OF TREE POLICY FOR TREES LOCATED ON PRIVATE PROPERTY AND ON PUBLIC PROPERTY. The above policies shall be applicable to trees and shrubs located on private property, as well as those located on public property, rights-of-way and easements.
7. REMOVAL OF STUMPS. If a tree must be removed, the City will be responsible for removing the stump. Stumps are generally removed once a year, usually in October or November of the year. All stumps from trees removed from the City shall be removed within one (1) year of tree removed.  
(Amended by Ord. No. 8-86, 6/17/86)

§2-1412 TREE BOARD; ABUSE OR MUTILATION. Unless specifically authorized by the Municipal Tree Board, no person shall intentionally damage, cut, carve, transplant or remove any Street Tree or Park Tree; attach any rope, wire, nails, advertising posters or other contrivance to such trees; allow any gaseous, liquid, or solid substance which is harmful to such trees to come in contact with them; or set fire or permit any fire to burn

when such fire or the heat thereof will injure any portion of such trees. The preceding restrictions do not apply to proper planting, staking and guying practices.

§2-1413 TREE BOARD; PROTECTION OF TREES. All Street Trees or Park Trees near any excavation or construction of any building, structure or street work, shall be guarded with a substantial fence, frame or box not less than four feet high and eight feet square (8' x 8' x 4') and all construction materials, soil or other debris shall be kept outside the barrier. This shall be the responsibility of the persons or firms doing the construction work.

No person shall excavate any ditches, tunnels, trenches or lay any drive within ten feet (10') of any Street or Park Tree without first obtaining written permission from the Municipal Tree Board.

No person shall deposit, place, store or maintain upon any public property of the Municipality, any stone, brick, sand, soil, concrete or other material which may impede the free passage of water, air and fertilizer to the roots of any Street Tree or Park Tree, except by written permission of the Municipal Tree Board.

§2-1414 TREE BOARD; REMOVAL OF STUMPS. All stumps of Street and Park Trees shall be removed below the surface of the ground so that the top of the stump shall not project above the surface of the ground.

§2-1415 TREE BOARD; REVIEW BY THE GOVERNING BODY. The City Council of the Municipality shall have the right to review the conduct, acts and decisions of the Municipal Tree Board. Any person may appeal any ruling or order of the Municipal Tree Board to the Governing Body who may hear the matter and make final decision.

§2-1416. TREE BOARD; REMOVAL OF STREET OR PARK TREES WITHOUT PERMISSION. It shall be unlawful for any person or property owner to remove any Street Tree or Park Tree for any reason without written permission of the Municipal Tree Board. Upon conviction, the penalty for said offense shall not be less than \$100.00 nor more than \$500.00.(Ord, 18-07, 8-7-2007)

# **City of Seward, NE**

**Tuesday, August 2, 2016**

**Regular Session**

## **Item G16**

### **CONSIDERATION OF AN ORDINANCE ESTABLISHING RULES AND REGULATIONS FOR THE DOG PARK - City Atty Hoffschneider**

**Administrative Report: Following review and discussion, Council to consider approval of the ordinance.**

**Staff Contact:**

ORDINANCE NO.\_\_\_\_

AN ORDINANCE TO ESTABLISH A DOG PARK IN THE CITY OF SEWARD; ESTABLISH RULES FOR DOG PARKS; AMEND THE POLICE REGULATIONS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND TO PROVIDE FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SEWARD AS FOLLOWS:

SECTION ONE: A new Section 6-127 of the Municipal Code of Seward which will read as follows is hereby adopted:

Establishment and regulation of a dog park. The City of Seward hereby establishes a Dog Park located along East Seward Street and Plum Creek Trail. The City of Seward Parks and Recreation Department shall be responsible for establishing the boundaries of the Dog Park. The Seward Parks and Recreation Department may promulgate and post guidelines at the Dog Park based on the Rules and Regulations herein.

SECTION TWO: A new Section 6-128 of the Municipal Code of Seward which will read as follows is hereby adopted:

Dog Park Rules and Regulations.

- a) Dogs are permitted to run loose in the Dog Park, but must be on a leash prior to entering the Dog Park and returned to a leash prior to exiting the Dog Park.
- b) The City of Seward shall not be responsible for any person or dog using the Dog Park.
- c) All dog owners are responsible for their own dog or dogs once entering the fenced-in area of the Dog Park.
- d) All dogs must bear its permit ID pursuant to the Seward City Code.
- e) Female dogs which are in season or in heat are not permitted in the Dog Park.
- f) Dogs known to exhibit vicious, fierce, aggressive or dangerous behavior are not permitted in the park at any time.
- g) No food, whether for animal or human consumption, shall be allowed within the Dog Park.
- h) All dog owners must clean up dog dropping made by their dogs. All droppings must be placed in a bag before depositing them in provided receptacles. Failure of an owner to clean up after his or her pet can lead to dismissal from the park.
- i) Digging is not permitted, and dog owners must fill in any holes left by their dog.
- j) Children must be accompanied by an adult at all times.
- k) All dogs must have current vaccinations.
- l) No smoking is allowed in the Dog Park.
- m) Glass containers are not allowed in the Dog Park.
- n) No bicycles, skateboards or motorized vehicles are allowed in the park.
- o) Dog owners shall maintain visual contact with their dogs at all times.
- p) All gates shall be immediately closed after any person enters or exits the Dog Park.
- q) No alcohol is permitted in the Dog Park.

- r) The Dog Park may only be used between sunrise and sunset. No person or animal shall be allowed in the Dog Park between sunset and sunrise.
- s) All Seward Recreation and Park rules and the Municipal Code of Seward apply to the Dog Park, except as provided herein.

SECTION THREE: Section 6-110 of the Municipal Code of Seward shall be amended as follows:

6- 110 DOGS; RUNNING AT LARGE. It shall be unlawful for the owner of any dog to allow such dog to run at large at any time within the corporate limits of the Municipality, except within the confines of an approved dog park. It shall be the duty of the Municipal Pound Superintendent or Municipal Police to cause any dog found to be running at large within the Municipality to be taken up and impounded. " Running at Large" shall mean any dog found off the premise of the owner, and not under control of the owner or a responsible person, either by leash, cord, chain, wire, rope, cage or other suitable means of physical restraint.

SECTION FOUR: Section 6-212 of the Seward City Code shall be amended as follows:

6- 212 REGULATION OF ANIMALS WITHIN THE CORPORATE LIMITS.

A. Definitions. The following words and phrases when used in this Article, shall have the following meanings respectively ascribed to them:

ANIMAL shall mean any living creature, domestic or wild.

ANIMAL SHELTER shall mean any premises designated by City administrative authority for the purpose of impounding and caring for animals held under authority of this Article.

AT LARGE: Every animal shall be considered running at large when it is physically off the property of the owner and not under the immediate restraint of a competent person.

EXOTIC ANIMAL shall include:

~~a-1.~~ Canines, felines and other animals not customarily domesticated in the United States.

2. Marsupials, primates, bears, and birds of prey.

3. Any species prohibited and/or regulated by the State of Nebraska by statute, and

4. Any mix or breed of any of the species mentioned above.

FOWL shall mean any two legged, feathered, winged creature.

KENNEL shall mean any person engaged in the business of breeding, buying, selling or boarding dogs, cats and/ or other domestic animals.

LIVESTOCK shall mean all cattle, swine, horses, mules, bison, sheep, goats and other grazing animals.

OWNER shall mean any person, group of persons, association of persons, partnership or corporation who shall own, keep or harbor any animal or permit the same to habitually remain or be fed in or about such owner's premises.



RESTRAINT: An animal is under restraint only when controlled by a leash or when in the immediate company of a competent person and obedient to that person's command or when on or within a vehicle being driven or parked on the streets of the City.

WILD ANIMAL shall mean any live monkey or ape, raccoon, skunk, fox, opossum, coyote, wolf, snake or other reptile, leopard, panther, tiger, lion, lynx or any other animal or any bird of prey which can normally be found in the wild state.

B. Livestock, Hoofed And Exotic And Wild Animals Prohibited; Permits Required.

1. It shall be unlawful for any person to keep, own or harbor any fowl, livestock, hoofed, exotic or wild animal within the City limits of the City of Seward unless a permit has been obtained. This section shall not apply to educational institutions, exhibitions sponsored by the Seward County Agricultural Society or Veterinary Clinics.

2. Permits authorizing the keeping of fowl, livestock, hoofed, exotic or wild animals within the City limits shall be issued by the City Administrator in his sound discretion, with right of appeal to the City Council. The following criteria shall be considered by the City Administrator when issuing such permits:

a. The applicant must comply with all city, state and federal statutes regarding the animal in question.

b. The applicant must provide proof that there are no objections from property owners or residents living within 200 feet in all directions from the property lines of the applicant.

c. The applicant must provide a description of the type of enclosure for confinement of the animal and the same must be suitable for the type of animal and approved by the City Administrator.

d. The applicant, after issuance of the permit, must continue to comply with all city, state and federal statutes or the permit can be revoked by the City Administrator subject to right of appeal to the city Council.

e. The applicant must provide a certificate from a licensed veterinarian verifying that the animal has no health problems that could adversely affect the health, safety and welfare of the citizens of the City of Seward.

3. No household or residence shall have more than three ( 3) animals requiring a permit. This section shall not apply to small caged birds or aquatic or amphibious animals kept solely as pets.

4. No venomous snakes shall be permitted in the City of Seward.

5. Upon issuance of a permit authorized under this ordinance, the permit holder shall immediately post a notice provided by the City which states Animal( s) Requiring City Permit Located on the Premises". Such notice shall be displayed in a conspicuous location visible to the public at the front entrance of the house.

C. Proper Control to Prevent a Public Nuisance Required. It shall be unlawful for any owner to fail to exercise proper care and control of his animals to prevent

them from becoming a public nuisance. Excessive, continuous or untimely barking, molesting passers by, chasing vehicles, habitually attacking other domestic animals trespassing upon private property, noxious or offensive odors emanating from their living conditions or unsanitary living conditions shall be deemed a nuisance.

D. Animals Running at Large Prohibited. It is unlawful for any animal to run at large within the city, except within the confines of an approved dog park. Every animal shall be considered running at large when it is physically off the property of the owner of the animal, and not under immediate restraint of a competent person.

E. Securing of Vicious Animals Required.

1. No person shall have, keep, harbor or allow to remain upon his premises any vicious or notoriously cross animal or an animal that may manifest a disposition to bite or attack any person without having the same properly secured and muzzled.

2. Proof of the fact that the animal has bitten or attacked any person at any place where a person is legally entitled to be is evidence that the animal is vicious within the meaning of this section.

3. If, after conviction under this section, it appears that the animal is still living, the County Judge may, in addition to any other penalties provided for in this section, order the Chief of Police or his designee to forthwith cause such animal to be destroyed and for that purpose, any such person in charge of such duty shall have the right to enter upon any premises within the City.

F. Residences With Over Three Pets Deemed Kennels.

1. Any residence which shall keep over three (3) pets of the same species, over the age of three ( 3) months, shall be considered a kennel, and shall be subject to all ordinances covering kennels and all zoning ordinances in connection therewith.

2. Subsection 1 shall not apply to small caged birds or aquatic or amphibian animals kept solely as pets.

G. Penalty. Any person violating any portion of this section shall be subject to a fine not to exceed the sum of five hundred dollars (\$ 500. 00)( Ord. No. 26- 92, 11- 17- 92, Amended by Ord 17- 09, 12- 01- 2009)

SECTION FIVE: Repeal of Inconsistent Ordinances. All prior Ordinances or parts of prior Ordinances adopted by the City of Seward in conflict herewith are hereby repealed.

SECTION SIX: Effective Date. This Ordinance shall take effect and be in full force from and after its passage, approval, and publication or posting in pamphlet form as required by law.

Dated this \_\_\_\_ day of August, 2016.

CITY OF SEWARD, NEBRASKA

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Joshua Eickmeier, Mayor

ATTEST: \_\_\_\_\_

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

# **City of Seward, NE**

**Tuesday, August 2, 2016**

**Regular Session**

## **Item G17**

**CONSIDERATION OF AN ORDINANCE (THIRD AND FINAL READING) SUSPENDING SEWARD MUNICIPAL CODE SECTION 3-141 FOR A PERIOD OF TWO YEARS AND ISSUING A STAY FOR THIS TIME FOR DIGGING, DRILLING OR CONSTRUCTION OF PRIVATE WELLS WITHIN THE CORPORATE LIMITS OF THE CITY - City Administrator Smith**

**Administrative Report:** This is the third and final reading of the ordinance. Council considered this ordinance on first reading on July 5, 2016 and second reading on July 19, 2016.

**Following review and discussion, Council to vote on adoption of the Ordinance.**

**Staff Contact:**

July 28, 2016

Josh Eickmeier, Mayor, City of Seward, Nebraska  
Bruce Smith, City Administrator  
Members of the City Council

Greetings:

I thank you for your investments of time and energy in making Seward a first-class city. In pursuing school and work opportunities, I have had the privilege of living in the communities of Concordia, Missouri, St. Louis, Missouri, Austin, Texas, Orlando, Florida, Richmond, Virginia, New York City, Denver, Colorado, and Detroit, Michigan. At this stage of life, my number one choice of a residence is Seward.

As a resident of Seward since 1970, we have enjoyed opportunities to maintain green lawns and produce fruit and vegetables. Through the years, extended periods of drought were not a threat to any of the vegetation due to a well which was drilled in the back-yard in 1983.

In reading reports on discussions of imposing a moratorium on private wells described in the July 20 and 27 editions of the *Seward County Independent*, attention was given to the search for a rationale for such a moratorium. Though potential problems were discussed, a substantive rationale for a moratorium which clearly names any issues is not clear to me or perhaps to other citizens of Seward.

Can't a detailed study of the questions which are being raised as well as a report on findings occur without imposing a moratorium at this time?

Thank you for your attention.

Marvin Bergman  
1610 N. Columbia Ave.

**ORDINANCE NO.**

AN ORDINANCE TO SUSPEND SEWARD MUNICIPAL CODE SECTION 3-141 FOR A PERIOD OF TWO YEARS, AND TO ISSUE A STAY FOR THE SAME PERIOD OF TIME FOR THE DIGGING, DRILLING OR CONSTRUCTION OF PRIVATE WELLS WITHIN THE CORPORATE LIMITS OF THE CITY; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM AND TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

**Section 1.** The management, conservation, and beneficial use of ground water is essential to the continued economic prosperity of the City.

**Section 2.** Long-term solutions should be implemented and efforts should be made to prevent further reduction in the levels of ground water, and the City Council, as a local entity, is the preferred regulator of activities which may contribute to reduction of ground water levels.

**Section 3.** Seward Municipal Code Section 3-141 is hereby suspended for a period of two years from the effective date of this Ordinance.

**Section 4.** There is hereby a stay on the digging, drilling, or construction of new private wells within the corporate limits of the City during the period of suspension of Seward Municipal Code Section 3-141. This stay shall be imposed (a) on the digging, drilling or construction of new private wells, unless such digging, drilling or construction has commenced prior to the effective date of this ordinance; (b) on the use of an existing private water well to increase the number of households served, or for a new use. An exemption to this stay is for heating and cooling purposes only, such as a geothermal heat pump.

**Section 5.** 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 \_\_\_\_\_, 2016

CITY OF SEWARD, NEBRASKA

ATTEST:

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

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

(SEAL)

# **City of Seward, NE**

**Tuesday, August 2, 2016**

**Regular Session**

## **Item G18**

### **CITY ADMINISTRATOR'S REPORT- City Administrator Smith**

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

**Staff Contact:**

#### **CITY ADMINISTRATORS REPORT - 8-2-16**

- Department head meetings as well as many individual meetings with employees, council members, and members of the public throughout the weeks.
- Attended the 7/18 Finance, Audit, and Personnel
- Attended the 7/19 Council Meeting.
- Attended the NPPD Customer Meeting in Columbus. There will be no rate increase this year for purchased power but there will be a 5.7% increase for transmission services. Overall there will be a .6% increase in rates from NPPD.
- Met with Jonathan Jank and representatives of USDA about any grant funding available for the rail campus as well as other projects in Seward.
- Continue work on an agreement with Olsson Associates to do a site plan for the 30 acres the city owns at the industrial tract.
- Met with Windstream concerning a new telephone system for the police that will work in conjunction with the phone at the new justice facility. Also discussed a new system for all city buildings.
- Met with Olsson Associates concerning the building of Allo Communications fiber system in Seward.
- Met with Rod DeBuhr and Jack Wergin of the Upper Big Blue NRD concerning the grant for the future Walking/Biking Trail.
- The 2016-2017 Budget has consumed much of our time. Had several meetings with department heads during the last 2 weeks, and Bonnie and I work on the budget every day.

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

- Had the surplus auction of equipment and materials.
- Concrete removal and replacement at fire station and on N. 1<sup>st</sup> Street.
- Sweeping streets.
- Tree removals from the storm.
- Spraying weeds.
- Working with Schmader Electric on the Roberts Street Project.
- Took possession of new bucket truck.
- Set 4 poles on East Bradford Street.
- Assisted Hughes Brother for fault current study.
- Energize Owens Building.
- Big Cobb service installation.
- Advertising for 2 new police officers.
- Attended Shield and Scale.
- Met with engineers on Tenneco map revision.
- Working on possible new phone system.
- Seward County Justice Center inspections.
- CU - Ruth Dormitory remodel inspections.
- Right-of-way permit reviews.
- Golf Leagues continue.
- Put the fence back up that had blown down on West Field.
- Checked out equipment for 5<sup>th</sup> and 6<sup>th</sup> grade football.
- Had Junior Legion Districts here.
- Putting in a new batting cage on West Field.
- Summer concerts at the Band Shell continue on Sunday's at 7 p.m.



- Continue work on the new dog park.
- Summer programs and summer hours are in effect at the Library. Working on Preserving Seward County's History project.
- Had NET at the library on 7-13 to film the unveiling of the S150 painting for Seward County to be part of a documentary they are doing for Nebraska's S150 celebration.
- Jetting sewers.
- Dug up a manhole and replaced the valve on a distribution line on Columbia.
- Working on a security grant application.
- General maintenance of all facilities, doing lots of utility locates.
- Working on NMPP Rate update information for budget.
- Working on wage and benefit survey.
- Compiled and sent employee health questionnaires to Kolterman Agency to get new costs for health insurance.
- Working on 2016-17 budgets.
- Attended the 7/18 Finance, Audit, and Personnel
- Attended the 7/19 Council Meeting.
- The Clerk's office continues to fulfill Open Records Requests from a former employee. So far there have been 17 requests from this person.
- Departments are busy with locates for companies digging in our right of way.

# **City of Seward, NE**

**Tuesday, August 2, 2016**

**Regular Session**

## **Item G19**

### **FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE ACTION - Mayor Eickmeier**

**Administrative Report:** This item is to allow Council members an opportunity to request future agenda items. To remain in compliance with the open meetings law, no discussion of an item will be allowed beyond what is necessary to clarify the request.

**Staff Contact:**

**City of Seward, NE**  
**Tuesday, August 2, 2016**  
**Regular Session**

**Item G20**

**MOTION TO ADJOURN**

**Staff Contact:**