

City of Seward, NE
Tuesday, February 3, 2015
Regular Session

Item G8

CONSIDERATION OF AN AGREEMENT WITH HUGHES BROTHERS, INC TO CONSTRUCT A 3-PHASE ELECTRICAL SERVICE - Larry Ruether

Administrative Report: Hughes Brothers, Inc. contacted the City and requested Aid to Construction for building one 3-phase 480 volt transformer bank and 2,000 feet of 1/0 3-phase line. The line will begin at 10th and Lincoln Street west, then south to north side of Hughes Brothers plant. This will serve one submersible pump rated at 30 horsepower. Hughes Brothers expense (based on engineer's estimates for time and materials) would be \$55,800.

After review and discussion, a motion to approve the agreement would be in order.

Staff Contact:

REQUEST FOR SERVICE
DEVELOPMENT AGREEMENT

This Agreement entered into this ___ day of _____, 2015, by and between Hughes Brothers, Inc. hereinafter referred to as "Customer", and the City of Seward, Nebraska, a municipal corporation, hereinafter referred to as "City": (collectively "Parties" and individually "Party").

WHEREAS, Hughes Brothers, Inc. is the OWNER of the following described real estate located in the City of Seward's, jurisdiction in Seward County, Nebraska, to wit:

210 N. 13th Street, Seward, Seward County, Nebraska.

WHEREAS, CITY provides electrical utility service; and

WHEREAS, CUSTOMER has made the request to the CITY to provide three (3) phase electrical service to the parcel at a location from 10th and Lincoln Street west, then south to north side of Hughes Brothers, Inc. facility; and

WHEREAS, CUSTOMER has made the request to the CITY, to provide continuous and reliable electrical power to the point of delivery of electrical service to the point where the City's service wires are joined to the Customer's service terminals; and

WHEREAS, the Parties contemplate the taking of all necessary and appropriate actions to support the Parties objectives to provide reliable, cost effective electrical to said point of delivery.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereto agree as follows;

1. CITY has the authority to provide Electrical Services, and to install, own, operate and maintain equipment relating to the delivery of such services. The availability of service to be used in providing electric service shall be determined by the CITY before electrical plans for service connections are finalized. The CITY shall advise the CUSTOMER of the available phase and voltage for that service.

2. An Aid to Construction charge will be required from the CUSTOMER to the CITY in the form of a one-time payment in consideration for construction of facilities. CITY has determined the cost of the Aid to Construction charge for Electric Services to be \$55,800.00 dollars.

3. CITY shall supply, and Customer shall receive and pay for Electric Services in accordance with the CITY Service regulations, as the same may be amended from time to time, and in accordance with the CITY rate schedule for which the CUSTOMER qualifies. During the service term, the CUSTOMER shall be subject to any change in rates charged by the CITY for Service to the CUSTOMER under an applicable rate schedule.

4. This agreement is intended to, and shall run with the real estate described herein, and shall be binding upon and inure to the benefit of, the heir, assigns, and successors in title of the parties hereto.

DATED this _____ day of _____, 2015

THE CITY OF SEWARD, NEBRASKA,
a Municipal Corporation,

Joshua Eickmeier
Mayor

ATTEST:

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

Hughes Brothers, Inc.

Name and Title

Signature