



CITY OF SEWARD
City Council
Regular Meeting
Agenda

Tuesday, November 7, 2023

7:00 PM

Municipal Building Council Chambers

NOTICE IS HEREBY GIVEN that a meeting of the City Council of the City of Seward, Nebraska will be held at 7:00 PM on Tuesday, November 7, 2023, in the Council Chambers, 142 N 7th Street, Seward, Nebraska in which the meeting will be open to the public. The Mayor and City Council reserve the right to adjourn into Closed Session as per Section 84-1410 of the Nebraska Revised Statutes. An Agenda for such meeting, kept continually current, is available at the Office of the City Clerk, 537 Main Street, Seward, Nebraska, during normal business hours. Individuals requiring physical or sensory accommodations, who desire to attend or participate, please contact the City Clerk's Office at 402.643.2928 no later than 3:30 PM on the Friday preceding the Council Meeting.

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

DISCLOSURE OF OPEN MEETINGS ACT & OTHER NOTIFICATIONS

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

ROLL CALL

CONSENT AGENDA

1. Claims & Payables Reports

CLAIMS LIST

11-7-23

COUNCIL MEETING

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

Action Battery Wholesaler	SU	1,097.53
ADE	OI	194.17
Allegiant Utility Service	FA	294.14
Alley Sandy	RI	139.87
Amazon Business	SU	711.83
Aqua-Chem Inc	MA	797.50
Barco Municipal Products	SU	2,024.06
Bizco Technologies	IT	6,291.56
Black Hills Energy	UT	457.36
Blue Cross Blue Shield Ne	BE	64,782.97
Boggs Seth	CI	500.00
Border States Industries	SU	5,214.71
Brozovsky Brent / Megan	RI	50.00
Burhoop Hayden	SE	75.00
Callaway Golf	MH	149.15
Campbell Cleaning	SE	1,405.00
Capital Business-Dallas	MA	577.83
Cash-Wa Distributing Co	SU	153.44
Chase Card Service		9,025.99
Adobe	MS	359.88
Amazon	SU	605.01
Anderson Ford Lincoln	RE	94.89
Constant Contact	SE	23.00
DELL	SU	1,833.78
Dragon Palace	ML	374.67
Emergency Solutions	MS	173.23
Foreup.com	SE	499.80
Hampton Inn	TG	1,273.59
Harbor Freight Tools	SU	7.50
Humboldt Mfg	SU	299.91
McMaster-Carr	SU	176.00
Microsoft	MS	266.07
Midwayusa.com	EQ	79.86
National Tactical	EQ	478.00
Office Max	SU	27.99
Sam's Club	SU	1,181.78
SpareTime Lounge	ML	117.73
TracFone	MS	34.43
Tractor Supply	SU	7.90

Univ of NE-Omaha	MS	50.00	
USPS	PO	107.25	
Valentino's	ML	142.95	
Walmart	SU	810.77	
City Seward Buildings/Gr	RI		6,000.00
City Seward Electric Fund	UT		43,149.91
City Seward Library Petty	PO		170.30
City Seward Payroll Accou	SA		193,791.22
Concrete Designs LLC	CI		7,550.00
Conell Tony	SE		80.00
Cornhusker International	RE		375.28
Culligan Of Crete	MA		88.50
Emergency Medical Product	EQ		1,107.05
Express Corporation	SU		833.00
Fastenal Company	SU		157.40
First Wireless Inc	EQ		4,817.60
Firstar Fiber Inc	SE		690.87
Fyr-Tek	EQ		719.86
Gehring Construction	CI		108,150.29
Gerhold Concrete Co Inc	CI		10,279.12
Great Plains Communicatio	SE		490.00
H&S Plumb Heat & Air Inc	BU		11,000.00
Hach Company	SU		559.89
Hamilton Equip Company	RE		566.98
HDR Engineering Inc	FA		11,759.11
HireRight LLC	SE		199.60
Hobson Automotive & Tire	RE		366.99
Hoffschneider Law PC LLO	SE		5,000.00
Home Depot Pro	SU		238.04
Husker Electric Supply Co	SU		9,208.55
Hydraulic Equipment	RE		1,102.86
Innerduct.Com	SU		265.66
Janicek Gary M	RI		72.96
Janousek Lathan	SE		120.00
JEO Consulting Group	FA		16,907.50
Last Mile Network Consult	IT		165.30
League Ne Municipalities	TG		850.00
League Ne Mun-Utilities	TG		130.00
Lee's Refrigeration	BU		85.00
Lincoln Tree Service Inc	SE		25,805.00
Lincoln Winwater Works	RE		537.86
Matheson Tri-Gas Inc	OP		60.89
Memorial Health-Drug	SE		765.00
Metering & Technology Sol	RE		2,366.69
Mid-American Benefits Inc	BE		5,885.67
Moody Julie	MC		15.00
N M C Exchange Inc	RE		969.48
Nebraska D A S Acct Ocio	MA		245.00
Nebraska Dept Env/Energy	TG		577.50
Nebraska Door & Window	BU		366.23

Nebraska Golf & Turf	SE	685.14
Nebraska Health Lab	MA	681.00
Nebraska Rural Electric A	TG	1,500.00
Nebraska Star Beef Co LLC	MH	64.80
Nextlink	SE	100.00
Norris Public Power Distr	UT	1,269.73
Olsson	CI	9,909.97
O'Reilly Automotive Inc	OI	323.51
Overland Ready Mixed	RE	455.38
Pavers Inc	CI	455.20
Policky Brandon A	RI	112.78
Positive Promotions	SU	906.04
Principal Financial Group	BE	2,639.69
Quality Brands Of Lincoln	SU	136.88
Quill Corp	SU	1,352.01
Ray O'Herron	EQ	1,523.32
Rose Equipment Inc	FA	13,325.75
Schemmer Architects Engin	CI	66,570.51
Seward Co Chamber/Develop	RI	210.41
Seward County Clerk/Reg D	PO	429.69
Seward Storage	SE	2,310.00
Short Elliott Hendrickson	CI	7,436.73
Soukup Rich	SE	80.00
Southeast Ne Dev District	SE	3,000.00
Spickelmier & Son Inc	SE	12,603.62
St P J Supply Inc	SU	95.51
Subsite Electronics	RE	644.43
Summit Fire Protection	BU	430.00
Terracon Inc	CI	12,666.26
The Music Bingo People	SE	150.00
Time Warner/Spectrum	SE	215.19
Total Tool Supply Inc	TO	1,741.75
Tritech Software/Central	MS	3,232.89
U S A Bluebook - Cust 812	EQ	94.06
U S Cellular	SE	213.14
Uribe Refuse Services Inc	SE	120.00
Vancura Brad	SE	80.00
Wesco Distribution Inc	IV	34,957.93
White Cap	SU	1,371.42
White Castle Roofing	BU	5,455.00
York Equipment	RE	10,212.03
ZKE LLC	SE	520.00
	CLAIMS TOTAL	\$768,867.04

2. Draft Minutes of October 17, 2023, City Council Meeting

October 17, 2023

The Seward City Council met at 7:03 p.m. on Tuesday, October 17, 2023, with Mayor Joshua Eickmeier presiding and City Clerk Derek Bargmann recording the proceedings. Upon roll call, the following Councilmembers were present: Megan Kahler, Jessica Kolterman, John Singleton, Matt Stryson, Tatum Tonniges, Rich Wergin, Jonathon Wilken. Councilmembers Absent: Karl Miller. Other officials present: City Administrator Greg Butcher, City Attorney Kelly Hoffschneider, City Engineer Mike Oneby, and Chief of Police Brian Peters.

Notice of the meeting was given in advance thereof, and Mayor Eickmeier announced that a copy of the Open Meetings Act and tonight's agenda is posted in the meeting room and is accessible to members of the public. Mayor Eickmeier led those in attendance in the Pledge of Allegiance.

CONSENT AGENDA CONSIDERATION ITEMS

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

1. City Codes Director Report
2. City Treasurer Report
3. Claims & Payables Report (totaling \$2,123,519.16)
4. Police Department Report
5. Draft Minutes of October 3, 2023, City Council Meeting
6. Mayor's Appointments to Boards and Commissions:
 - a. Kip Jones and Gunner Fink to the Seward Volunteer Fire Department Roster
 - b. Lynn Brumm (replaces Rick Endicott) to Cemetery Board for 3-Year Term
 - c. Tasha Osten (replaces Kelley Limback) to Parks & Recreation Board for Remainder of Term
 - d. Jacob Miller (replaces Jeremy Tonniges) to Planning Commission for Remainder of Term
 - e. Jessica Dominy (replaces Elizabeth Neeley) to Civil Service Commission for Remainder of Term

Aye: Kahler, Kolterman, Singleton, Stryson, Tonniges, Wergin, Wilken.

Nay: None. Absent: Miller. Motion carried.

PUBLIC HEARINGS

1. TAX INCREMENT FINANCING (TIF) APPLICATION BY FOCUS PROPERTIES 511, LLC

A. PRESENTATION AND REVIEW OF TIF APPLICATION

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

C. PRESENTATION AND REVIEW OF REDEVELOPMENT AGREEMENT

Alison Borer, TIF Attorney from Cline Williams, presented the application, redevelopment plan, and redevelopment agreement as submitted by the applicant. The proposed project will provide apartment housing on a previously vacant lot on the southeast corner of the Hwy 34-14th Street intersection. Expected TIF uses include site acquisition, site preparation, demolition, façade enhancements, and energy efficiency improvements. Ms. Borer noted that the application was approved by the Planning Commission and Community Redevelopment Authority (CRA) as presented. Mayor Eickmeier opened the public hearing at 7:16 p.m.

Shannon Meyer, Focus Properties business partner, noted that his partnership decided to continue with the project after the Dwell Development group did not continue. He opined that the project was not economically viable unless the TIF application was approved by Council. He recognized the property established first impressions of Seward; therefore, once completed, the property will include great care in landscaping and aesthetics.

Jonathan Jank, President & CEO of the Seward County Chamber & Development Partnership, expressed the great excitement and support of local businesses for the proposed redevelopment. Mayor Eickmeier closed the public hearing at 7:24 p.m.

D. CONSIDERATION OF A RESOLUTION APPROVING THE REDEVELOPMENT PLAN AMENDMENT AND ADOPTING A COST BENEFIT ANALYSIS FOR THE REDEVELOPMENT PROJECT

Councilmember Kolterman introduced **Resolution 2023-16**, to approve the redevelopment plan amendment and adopt a cost benefit analysis for the Focus Properties redevelopment project. Councilmember Wergin moved, seconded by Councilmember Singleton, to approve Resolution 2023-16.

Aye: Kahler, Kolterman, Singleton, Stryson, Tonniges, Wergin, Wilken.

October 17, 2023

Nay: None. Absent: Miller.

Motion carried.

E. CONSIDERATION OF A RESOLUTION APPROVING THE REDEVELOPMENT PLAN AGREEMENT FOR A REDEVELOPMENT PROJECT INCLUDING THE ISSUANCE OF TIF INDEBTEDNESS FOR THE REDEVELOPMENT PROJECT AND OTHER SUCH ACTIONS UNDER THE COMMUNITY DEVELOPMENT LAW

Councilmember Stryson introduced **Resolution 2023-17**, to approve the redevelopment plan agreement, including the issuance of TIF indebtedness for the Focus Properties redevelopment project. Councilmember Singleton moved, seconded by Councilmember Kahler, to approve Resolution 2023-17.

Aye: Kahler, Kolterman, Singleton, Stryson, Tonniges, Wergin, Wilken.

Nay: None. Absent: Miller.

Motion carried.

ADMINISTRATIVE ITEMS

1. CONSIDERATION OF A RESOLUTION TO ADOPT A REVISED LOCAL EMERGENCY OPERATIONS PLAN (LEOP) FOR SEWARD COUNTY

City Administrator Butcher indicated the LEOP was renewed every five years; therefore, the resolution will accept the 2024 version of the plan.

Councilmember Singleton introduced **Resolution 2023-18**, to adopt a revised Seward County Local Emergency Operations Plan (LEOP). Councilmember Kolterman moved, seconded by Councilmember Wergin, to approve Resolution 2023-18.

Aye: Kahler, Kolterman, Singleton, Stryson, Tonniges, Wergin, Wilken.

Nay: None. Absent: Miller.

Motion carried.

2. CONSIDERATION OF A RESOLUTION TO PLACE A BALLOT QUESTION FOR EXTENSION OF LB840 ECONOMIC DEVELOPMENT PROGRAM FOR A PERIOD OF TEN YEARS

Mr. Butcher noted the LB840 program was previously approved from October 1, 2013, through September 30, 2023; therefore, the project will be sunset on September 30, 2028, if it is not extended. The LB840 Committee recommends extension of the program with the same terms as are currently placed. Mayor Eickmeier opined that the program has been successful in implementation and would like to see extension for another ten years. Jonathan Jank indicated his organization would be advocating for the approval of the ballot question. The proposed special election date is December 12, 2023, by mail-in vote.

Councilmember Kolterman introduced **Resolution 2023-19**, to place a ballot question for extension of the LB840 Economic Development Program for a period of ten years. Councilmember Wergin moved, seconded by Councilmember Kahler, to approve Resolution 2023-19.

Aye: Kahler, Kolterman, Singleton, Stryson, Tonniges, Wergin, Wilken.

Nay: None. Absent: Miller.

Motion carried.

3. CONSIDERATION OF A CHANGE ORDER (#2) TO A CONTRACT WITH GENERAL EXCAVATING FOR THE BRADFORD STREET STORM SEWER IMPROVEMENTS PROJECT IN THE AMOUNT OF \$130,454.83 AND A TIME EXTENSION OF 25 DAYS

City Engineer Oneby informed the change order included three items related to obstacles/opportunities discovered during the construction phase of the project, specifically between 9th & 10th Streets. He opined the City would realize cost and operational efficiencies by completing these items at this time.

Councilmember Stryson moved, seconded by Councilmember Singleton, to approve change order #2 with General Excavating for the Bradford Street Storm Improvements Project as presented.

Aye: Kahler, Kolterman, Singleton, Stryson, Tonniges, Wergin, Wilken.

Nay: None. Absent: Miller.

Motion carried.

4. UPDATE ON THE WELLNESS CENTER

Mr. Butcher noted that Sampson Construction will start working on the site preparation imminently and that a groundbreaking ceremony is scheduled for October 31st.

CITY ADMINISTRATOR'S REPORT

Councilmember Wergin moved, seconded by Councilmember Stryson, that the City Administrator's report of October 17, 2023, be accepted.

Aye: Kahler, Kolterman, Singleton, Stryson, Tonniges, Wergin, Wilken.

October 17, 2023

Nay: None. Absent: Miller.

Motion carried.

STRATEGY SESSION

1. STRATEGY SESSION WITH CITY ATTORNEY FOR REAL ESTATE AT THE SEWARD RAIL CAMPUS

Councilmember Kolterman moved, seconded by Councilmember Tonniges, that the Council enter a closed session with the Mayor, City Administrator, City Attorney, City Clerk, and Jonathan Jank for the protection of the public interest and to discuss current real estate interests at the Seward Rail Campus and to provide the City Attorney with negotiating guidance for a period not to exceed 30 minutes.

Aye: Kahler, Kolterman, Singleton, Stryson, Tonniges, Wergin, Wilken.

Nay: None. Absent: Miller.

Motion carried.

Mayor Eickmeier stated the Council has voted to go into closed session at 7:50 p.m. for the protection of the public interest and to discuss real estate interests and to provide the City Attorney with negotiating guidance.

At 8:07 p.m., the closed session ended, and the following Councilmembers reconvened to regular session: Kahler, Kolterman, Singleton, Stryson, Tonniges, Wergin, Wilken. Mayor Eickmeier announced that no formal action was taken during the executive session.

MOTION TO ADJOURN

Councilmember Wergin moved, seconded by Councilmember Singleton, that the October 17, 2023, City Council Meeting be adjourned.

Aye: Kahler, Kolterman, Singleton, Stryson, Tonniges, Wergin, Wilken.

Nay: None. Absent: Miller.

Motion carried.

Adjourned approximately 8:07 p.m.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

Derek Bargmann
City Clerk

3. Mayor Appointments to Boards and Commissions:
 - A. Appoint Kurth Brashear (replaces Jeremy Tonniges) to LB840 Sales Tax Application Review Board for Remainder of Term

ADMINISTRATIVE ITEMS

1. Consideration of an Ordinance to Extend the Franchise Agreement with Spectrum Mid-America, LLC for Cable Television - City Administrator Butcher

ORDINANCE NO. 2014-26

AN ORDINANCE BETWEEN THE CITY OF SEWARD AND TIME WARNER CABLE MIDWEST LLC D/B/A TIME WARNER CABLE GRANTING A NON-EXCLUSIVE FRANCHISE TO TIME WARNER CABLE MIDWEST LLC D/B/A TIME WARNER CABLE TO CONSTRUCT, OPERATE AND MAINTAIN A CABLE TELEVISION SYSTEM IN SEWARD, NEBRASKA SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; AND PROVIDING FOR REGULATION AND USE OF THE SYSTEM; TO REPEAL ANY ORDINANCE OR PARTS THEREOF IN CONFLICT WITH THIS ORDINANCE; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; 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. WHEREAS, the public interest will be served by the granting of a non-exclusive franchise to Time Warner Cable Midwest LLC, d/b/a Time Warner Cable to erect, install, construct, reconstruct, maintain, operate, dismantle, test, repair, replace retain and use a cable communications system in, upon, along, across, above, over under or in any manner connected with the streets, lanes, avenues, sidewalks, alleys, bridges, and highways, and other public place in Seward, Nebraska as the same now or in the future may exist, for the purpose of transmission and distribution of television signals and other cable communication services to the inhabitants of said city, and other purposes, for the period of ten (10) years, and regulating the same.

NOW THEREFORE, IT IS HEREBY AGREED BETWEEN THE SEWARD CITY COUNCIL AND TIME WARNER CABLE MIDWEST LLC D/B/A TIME WARNER CABLE AS FOLLOWS:

SECTION 1. SHORT TITLE

This Franchise Agreement shall become known and may be cited as the City of Seward, Nebraska/Time Warner Cable Franchise Agreement.

SECTION 2. DEFINITIONS.

For the purpose of this Agreement, the following terms, phrases, words, and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. All capitalized terms used in the definition of any other term shall have their meaning as otherwise defined in this Section 2. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

- 2.1 "Cable Act" means the Cable Communications Policy Act of 1984, Pub. L. No. 98-549, 98 Stat. 2779 (1984) (codified at 47 U.S.C. § § 521-611) as amended by the Cable Television Consumer Protection and Competition Act of 1992, Pub. L. No. 102-385, 106 Stat. 1460 (1992) and the Telecommunications Act of 1996, Pub. Law No. 104-104, 110 Stat. 56 (1996), and as may be further amended.
- 2.2 "Cable Service" shall have the meaning provided under Section 602(6) of the Cable Act (47 U.S.C. §522(6) as may be amended.
- 2.3 "Cable System" or "System" shall have the meaning provided under Section 602(7) of the Cable Act (47 U.S.C. §522(7) as may be amended.

- 2.4 "Channel" means a portion of the electromagnetic frequency spectrum or any other means of transmission (including, without limitation, optical fibers or any other means now available or that may become available) which is used in a cable television system and is capable of delivering a television channel as television channel is defined by FCC regulation.
- 2.5 "Effective Date" is January 1, 2015.
- 2.6 "FCC" means the Federal Communications Commission, its designee, or any successor thereto.
- 2.7 "Franchise Area" means the territorial area of the City of Seward, Nebraska. Such area shall include all areas annexed by the City of Seward, Nebraska. For purposes of this Agreement, annexations shall be effective upon sixty (60) days notice from the Grantor to Grantee, including a list of affected addresses. If Grantee is operating a cable system in an annexed area immediately prior to the date of annexation under the terms of another franchise, Grantee may, at its option, continue to operate under the terms of such other franchise until any date up to the expiration of said franchise at which time Grantee will operate its system in the annexed area under the terms of this Franchise.
- 2.8 "Grantee" means Time Warner Cable Midwest LLC or any successor thereto.
- 2.9 "Grantor" means the City of Seward, Nebraska.
- 2.10 "Gross Revenues" means all revenue as determined in accordance with generally accepted accounting principles ("GAAP") received by Grantee from Subscribers and derived from the operation of the cable system to provide cable service. Gross Revenues shall not include monies received by Grantee attributable to its payment of franchise fees which it has passed through or any taxes on services or equipment furnished by Grantee which are imposed by the state, county, local or other governmental unit and collected by Grantee on behalf of said governmental unit, bad debt or monies received by Grantee that Grantee is required to expend for promotional activities.
- 2.11 "PEG Access" means channel capacity on Grantee's system made available for non-commercial public, educational or governmental use consistent with Section 611 of the Cable Act.
- 2.12 "Person" means any natural person or any association, firm, partnership, joint venture, corporation, limited liability company, or other legally recognized entity, private or public, whether for profit or not-for-profit.
- 2.13 "Public Property" means any real property owned by any governmental unit.
- 2.14 "Streets" means the surface of and the space above and below any public street, public road, public highway, public freeway, public lane, public path, public way, public alley, public court, public sidewalk, public boulevard, public parkway, public drive or any public easement or right-of-way now or hereafter held and/or maintained by the Grantor.

- 2.15 "Subscriber" means any Person who lawfully receives Cable Service provided by Grantee by means of or in connection with the Cable System whether or not a fee is paid for such Cable Service.

SECTION 3. GRANT OF AUTHORITY AND GENERAL PROVISIONS.

3.1 Grant of Franchise.

Upon the Effective Date and subject to the terms and conditions of this Agreement and of applicable law, Grantee is granted a non-exclusive franchise for the occupation and use of the Grantor's Streets for the installation, operation, maintenance, repair, upgrade, and removal of the Cable System (the "Franchise"). This Agreement specifically gives Grantee the right to provide Cable Service via the Cable System within the Franchise Area.

3.2 Authority for Use of Streets.

- A. For the purpose of operating, maintaining, and constructing a Cable System in the Franchise Area, Grantee may erect, install, construct, repair, replace, relocate, reconstruct and retain in, on, over, under, upon, across and along the Streets within the Franchise Area such lines, cables, conductors, poles, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of the Cable System.
- B. Grantee shall operate and maintain the Cable System so as not to interfere with other uses of Streets. Grantee shall participate and cooperate in any "one-call" or similar system for the exchange of information on the utility location or work to be conducted.

3.3 Franchise Term.

This Franchise shall commence upon passage of this Ordinance and shall expire ten (10) years thereafter unless renewed, revoked or terminated sooner as herein provided. Grantee shall have the option to extend this franchise term for an additional five (5) years provided it gives notice thereof to the Grantor before January 1, 2022.

3.4 Extension of System.

- A. Residents in those areas with a density of at least thirty-five (35) homes per cable mile, shall be provided service upon payment of the standard installation charge and applicable monthly fees; except that installations requiring aerial drops in excess of one hundred twenty five (125) feet or underground installations shall be considered a non-standard installation to be charged to the subscriber at Grantee's actual cost of installation.
- B. Service to homes not meeting those density requirements of paragraph (A) above shall be provided on a time plus material basis.
- C. Grantee shall, upon request, make service available to all commercial establishments located within three hundred feet (300) of its useable trunk at the expense of such commercial establishment.

- D. Grantee is not required to extend its system or construct plant within private rights-of-way for which Grantee is unable to secure easements or other rights of access on reasonable terms and conditions.

3.5 Police Powers.

Grantor reserves the right to adopt in addition to the provisions contained herein and existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of its police powers; provided, however, that such regulations are reasonable, not inconsistent with the privileges granted herein and consistent with all federal and state laws, rules, regulations and orders.

3.6 Written Notice.

All notices, reports or demands shall be given in writing and shall be hand-delivered or deposited in the United States mail in a sealed envelope, with certified mail postage prepaid thereon, or by express mail or overnight air courier addressed to the party to which notice is being given, as follows:

If to Grantor: City of Seward
537 Main Street
Seward, NE 68434
Attn: Mayor

with a copy to: City of Seward
537 Main Street
Seward, NE 68434
Attn: City Clerk

If to Grantee: Time Warner Cable
5400 S. 16th St.
Lincoln, NE 68512
Attn: President/Nebraska Division

With a copy to: Time Warner Cable
60 Columbus Circle
New York, NY 10023
Attn: Law Department/Regulatory

Such addresses may be changed by either party upon notice to the other party given as provided in this Section. In addition, either party may agree to receive certain notices, reports or demands by email at an email address which it provides to other party.

3.7 Franchise Non-Exclusive.

- A. The Franchise granted herein is non-exclusive. The Grantor specifically reserves the right to grant, at any time, additional franchises for a cable television system in accordance with state and federal law. The Grantor agrees that any grant of additional franchises by the Grantor to any other entity to provide cable or video service shall not be on terms and conditions that when taken as a whole are more favorable or less burdensome to the franchisee of any such additional franchise than those which are set forth herein.

- B. If the Grantor grants a cable television franchise or other right to provide cable service to another person on terms which overall provide greater benefits or impose lesser burdens than provided herein, the Grantor agrees to amend this Franchise (effective upon the grant to said other person) to overall provide such greater benefits or lesser burdens.
- C. (i) Grantee agrees that it will not move, damage, penetrate, replace or interrupt any portion of the Cable Television System of another franchisee without the prior written consent of such other franchisee. Grantee shall indemnify such other franchisee against any damages or expenses incurred by such other franchisee as a result of any removal, damage, penetration, replacement or interruption of the services of such other franchisee caused by the Grantee.
- (ii) In the event Grantor grants to any other Person (being referred to as "Other Person" in the below quoted paragraph) a franchise, consent or other right to occupy or use the Streets, or any part thereof, for the construction, operation or maintenance of all or part of a cable television system or any similar system or technology, the Grantor shall include the following language or language to similar effect into any such franchise, consent or other document and/or promptly pass a resolution, conditioning the use of the Streets or any part thereof by any such Person, as follows:
- "Other Person agrees that it will not move, damage, penetrate, replace or interrupt any portion of the Cable Television System of another franchisee without the prior written consent of such other franchisee. Other Person shall indemnify such other franchisee against any damages or expenses incurred by such other franchisee as a result of any removal, damage, penetration, replacement or interruption of the services of such other franchisee caused by the Other Person."
- D. Notwithstanding any other provision in this Franchise: In the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to construct, operate or maintain a cable system in the Franchise Area to obtain a franchise from the Grantor for the construction, operation or maintenance of a cable system, then, Grantee shall have the right to terminate this Franchise and operate the system under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise. Furthermore, in the event any change to state or federal law occurring during the term of this Franchise materially alters the regime of cable franchising applicable to any persons desiring to construct, operate or maintain a cable system in the Franchise Area in a way that reduces the regulatory or economic burdens for such person, then, at Grantee's request, Grantor shall agree with Grantee to amend this Franchise to similarly reduce the regulatory or economic burdens on Grantee. It is the intent of this section that, at Grantee's election, Grantee shall be subject to no

more burdensome regulation or provided lesser benefits under this Franchise than any other persons that might construct, operate or maintain a cable system in the Franchise Area.

SECTION 4. TECHNICAL STANDARDS.

4.1 Technical Standards.

The Cable System shall be designed, constructed, and operated so as to meet the technical standards promulgated by the FCC relating to Cable Communications Systems contained in part 76 of the FCC's rules and regulations, as may be amended from time to time.

SECTION 5. EAS.

5.1 Emergency Alert System.

Grantee shall comply with the Emergency Alert System regulations of the FCC. The emergency alert system shall meet all Federal and State requirements.

SECTION 6. PEG ACCESS

- 6.1 Upon request of Grantor, Grantee shall make available to Grantor capacity on its video-on-demand ("VOD") server equipment for PEG access programming up to a maximum capacity of ten (10) hours of standard definition programming at any given time. The programming must be provided to Grantee in encoded format so that it can be accessed by customers from the VOD platform without further technical or formatting modification by Grantee.
- 6.2 Grantee shall make available one full-time channel on its system in Seward for PEG access programming upon the request of Grantor, provided that the channel will be utilized on an on-going basis for PEG access programming no less than forty (40) hours per week with no more than three repetitions of a program in any one week. Such channel shall be shared with other franchising authorities served by the system. Grantor shall be responsible for delivering the PEG programming to Grantee's headend. If Grantee provides a full-time PEG channel, its obligation under Section 6.1 to provide VOD capacity shall cease.

SECTION 7. CONSTRUCTION PROVISIONS.

7.1 Construction Standards.

- A. Grantee shall construct and maintain its cable system using materials of good and durable quality. All work involved in the construction, installation, maintenance, and repair of the cable system shall be performed in a safe, thorough, and reliable manner.
- B. All construction practices shall be in accordance with all applicable Federal and state law and generally applicable local codes.
- C. All installation of electronic equipment shall be of a permanent nature, durable and installed in accordance with the provisions of the applicable National Electrical Safety Code and National Electrical Code.

- D. All of Grantee's plant and equipment (a) shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices; and (b) shall not endanger or interfere with ordinary use of the rights-of-way or unnecessarily hinder or obstruct pedestrian or vehicular traffic.
- E. Grantee shall at all times employ reasonable care and shall install and maintain in use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage, injury or nuisance to the public.

7.2 Construction Codes.

- A. Grantee shall adhere to all building and zoning codes currently or hereafter applicable to construction in the Franchise Area.
- B. The Grantor shall have the right to inspect all construction or installation work in the public rights-of-way performed pursuant to the provisions of this Agreement.

7.3 Repair of Streets and Property.

- A. Any and all Streets, municipal property, or private property, which are destroyed or damaged by Grantee during the construction, repair, replacement, relocation, operation, maintenance or reconstruction of the Cable System shall be promptly replaced or repaired by Grantee, at its expense, and restored to a serviceable condition as good as that prevailing prior to Grantee's disturbance of, or damage to, the property. If Grantee fails to repair, replace, or otherwise correct a Street or property following reasonable written notice by the Grantor, the Grantor may complete any repair, replacement, restoration or other correction and invoice Grantee for the same.

7.4 Use of Existing Poles.

- A. Poles may be erected by Grantee subject to any generally applicable regulation by Grantor with regard to location, height, type, and any other pertinent aspect. It is the responsibility of Grantee to secure agreements for use of poles or conduits owned by third parties.
- B. Where poles already existing for use in serving the Franchise Area are available for use by Grantee, but it does not make arrangements for such use, the Grantor may require Grantee to use such poles if it determines that the public convenience would be enhanced thereby, and if the Grantee can obtain such use on reasonable terms and conditions and at less cost to Grantee than erecting its own poles. No term or condition shall be reasonable if not consistent with pole attachments rates and conditions established by the FCC and/or the State of Nebraska.

7.5 Undergrounding of Cable.

Cable shall be installed underground where the existing telephone and electrical utilities are already underground. In the event the Grantor reimburses any utility for undergrounding, Grantee shall be similarly reimbursed.

7.6 Reservation of Street Rights.

- A. Nothing in this Agreement shall be construed to prevent the Grantor from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing, relocating and/or altering any Street; constructing, laying down, repairing, maintaining or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work.
- B. All such work shall be done, insofar as practicable in such a manner as not to obstruct, injure or prevent the free use and operation of the poles, wires, conduits, conductors, pipes or appurtenances of Grantee.
- C. If any such property of Grantee shall interfere with the construction or relocation, maintenance or repair of any Street or public improvement, whether it be construction, repair, maintenance, removal or relocation of a sewer, public sidewalk, or water main, Street or any other public improvement, at least thirty (30) days written notice shall be given to Grantee by the Grantor and all such poles, wires, conduits or other appliances and facilities shall be removed or replaced by Grantee in such manner as shall be directed by the Grantor so that the same shall not interfere with the said public work of the Grantor, as reasonably determined by the Grantor and such removal or replacement shall be at the expense of Grantee, provided, however, if any other right-of-way user is compensated for such work by the Grantor, then Grantee shall be similarly compensated.
- D. Nothing contained in this Agreement shall relieve any Person from liability arising out of the failure to exercise reasonable care to avoid damaging Grantee's facilities while performing any work connected with grading, re-grading, or changing the line of any Street or public place or with the construction or reconstruction of any sewer or water system or with any other work.

7.7 Trimming of Trees.

Grantee shall have the authority to trim trees, in accordance with all generally applicable utility restrictions, ordinance and easement restrictions, upon and hanging over Streets, alleys, sidewalks, and public places of the Grantor so as to prevent the branches of such trees from interfering with the Cable System.

7.8 Movement of Facilities.

In the event it is necessary temporarily to move or remove any of Grantee's wires, cables, poles, or other facilities placed pursuant to this Agreement, in order to lawfully move a large object, vehicle, building or other structure over the Streets of the Franchise Area, upon two (2) weeks written notice by the Grantor to Grantee, Grantee shall move, such of its facilities as may be required to facilitate such movements. The Person requesting the temporary removal shall pay Grantee in advance the costs Grantee incurs in moving its facilities. Any service disruption provisions of this Agreement shall not apply in the event that the removal of Grantee's wires, cables, poles or other facilities pursuant to this Section results in temporary service disruptions.

SECTION 8. REPORTING PROVISIONS.

8.1 Audit and Inspection.

The Grantor, its agents and its representatives shall have the authority, during normal business hours, to arrange for and conduct an inspection of the books, records, maps, plans, financial statements and other like materials of Grantee where such inspection is necessary to ascertain Grantee's compliance with the material terms of this Franchise. Grantee will be given thirty (30) business days advance written notice of such an inspection request and a description, to the best of the Grantor's ability, of the materials it wants to inspect.

8.2 Communications with Regulatory Agencies.

Copies of all publicly available petitions, applications, communications and reports submitted by Grantee, to any federal or state regulatory commission or agency relating to the Cable System operated pursuant to this Franchise shall also be made available to the Grantor upon request. Copies of publicly available responses from the regulatory agencies to Grantee shall likewise be made available to the Grantor upon request.

8.3 Confidentiality.

Grantor shall maintain as confidential any information provided to it by Grantee under the terms of this Franchise which Grantee has designated as confidential. In the event that Grantor believes at any time that it is required by law to disclose such information to a third party, Grantor will so notify Grantee at a time prior to any such disclosure that affords Grantee a reasonable opportunity to take such action as it deems necessary to prevent such disclosure, including seeking relief in court.

SECTION 9. CONSUMER PROTECTION PROVISIONS.

9.1 Rate Regulation.

Grantee's rate and charges for cable service shall be subject to regulation in accordance with Federal law. Grantee shall provide notice of any increase in cable service rates as required by applicable law.

9.2 Customer Service.

Grantee shall comply with the cable customer service and consumer protection standards of the FCC.

SECTION 10. FRANCHISE FEES.

- A. Grantee shall pay to the Grantor a franchise fee in an amount equal to five percent (5%) of Grantee's Gross Revenues.
- B. Payments due the Grantor under this provision shall be computed at the end of each calendar year. Payments shall be due and payable for each year not later than February 15 of the following year. Each payment shall be accompanied by a brief report of Grantee's Gross Revenues for the preceding year.

- C. No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the Grantor may have for further or additional sums payable under the provisions of this Agreement. All amounts paid shall be subject to audit and recomputation by the Grantor.
- D. No auditor engaged by the Grantor shall be compensated on a success based formula, e.g., payment based on a percentage of an underpayment, if any.
- E. Grantee shall not conduct an audit more frequently than once every three (3) years and may not audit any period earlier than six (6) years prior to the time the audit is conducted.
- F. The amount of franchise fee and the method of calculation shall be competitively neutral when compared to the amount or method of calculation of the franchise fee in any other cable franchise granted by Grantor.

SECTION 11. INDEMNITY AND INSURANCE PROVISIONS.

11.1 Indemnity.

- A. Grantee shall indemnify, defend, and hold harmless the Grantor for all damages and penalties incurred by Grantor as a result of Grantee's conduct or performance under this Agreement or exercise of the Franchise. These damages and penalties shall include, but shall not be limited to, damages arising out of personal injury, property damage, copyright infringement, defamation, antitrust, errors and omission, theft, fire, and all other damages arising out of Grantee's exercise of the Franchise, whether or not any act or omission complained of is authorized, allowed or prohibited by this Agreement; such indemnification shall include, but not be limited to, reasonable attorney's fees and costs. Grantee's obligations hereunder shall not extend to any claim or loss to the extent arising from the Grantor's negligence; misconduct; [the content of programming carried on any channel set aside for public educational or governmental use, or] channels leased pursuant to 47 U.S.C. §532; and, the Grantor's use of Grantee's emergency alert system ("EAS") capability.
- B. In order for the Grantor to assert its rights to be indemnified and held harmless, the Grantor must:
 - (1) promptly notify Grantee of any claim or legal proceeding which gives rise to such right;
 - (2) afford Grantee the opportunity to participate in and fully control any compromise, settlement, resolution or disposition of such claim or proceeding; and
 - (3) fully cooperate in the defense of such claim and make available to Grantee all such information under its control relating thereto.

11.2 Liability Insurance.

- A. Grantee shall maintain, throughout the term of the Franchise, liability insurance with a company licensed to do business in the State of Nebraska with a rating by Best of not less than "A-," insuring Grantee and the Grantor (wherein the Grantor is named as additional insured) with respect to Grantee's activities in the Franchise Area in the minimum amounts of:
1. One Million Dollars (\$1,000,000.00) for bodily injury or death to any one (1) person;
 2. Three Million Dollars (\$3,000,000.00) for bodily injury or death resulting from any one (1) accident or occurrence;
 3. One Million Dollars (\$1,000,000.00) for all other types of liability.
 4. Five Million Dollars (\$5,000,000.00) excess liability or umbrella coverage.
- B. Grantee shall maintain in force during the term of this Agreement and any renewal thereof Workers' Compensation Insurance, covering its obligations under the Workers' Compensation statute.
- C. Upon request, Grantee shall furnish to the Grantor a certificate evidencing that a satisfactory insurance policy has been obtained. Such insurance policy shall require that the Grantor be notified thirty (30) days prior to any expiration or cancellation.

SECTION 12. REVOCATION AND REMOVAL

12.1. City's Right to Revoke.

- A. In addition to all other rights which the Grantor has pursuant to law or equity, the Grantor reserves the right to revoke, terminate or cancel this Agreement and the Franchise and all rights and privileges pertaining thereto, after following the procedures outlined herein, in the event that Grantee substantially violates any material provision of this Agreement and fails to remedy such violation as required.
- B. Whenever the Grantor finds that Grantee has allegedly violated one or more material terms, conditions or provisions of this Franchise, a written notice shall be given to Grantee. The written notice shall describe in reasonable detail the alleged violation so as to afford the Grantee an opportunity to investigate and/or remedy the alleged violation. Grantee shall have sixty (60) days subsequent to receipt of the notice in which to correct the violation. Grantee may, within thirty (30) days of receipt of notice, notify the Grantor that there is a dispute as to whether a violation or failure has, in fact, occurred. Such notice by Grantee shall specify with particularity the matters disputed by Grantee and stay the running of the above-described time.
- C. Grantor shall hear Grantee's dispute at a regularly scheduled or specially scheduled Council meeting of which Grantee has been given at least two weeks' notice. Grantee shall have the right to subpoena and examine witnesses and cross-examine any other witnesses. The Grantor shall determine if Grantee has committed a violation and shall make written findings of fact relative to its determination and provide such

findings to Grantee. If a violation is found, Grantee may petition for reconsideration.

- D. If after hearing the dispute, the claim of non-compliance is upheld by the Grantor, then Grantee shall have sixty (60) days from the date of receipt of Grantor's written decision within which to remedy the violation.
- E. The time for Grantee to correct any alleged violation shall be extended by the Grantor if the necessary action to correct the alleged violation is of such a nature or character as to require more than sixty (60) days within which to perform, provided Grantee commences corrective action and thereafter exercises due diligence to correct the violation.
- F. In the event that Grantee fails to remedy the violation within the time frame set herein, Grantor may revoke the franchisee by vote of its governing body after a public hearing of which Grantee has been given at least two weeks notice and at which Grantee shall have the right to be heard; to subpoena and examine witnesses; and cross-examine any other witnesses. Grantor shall state in writing the basis for any decision to revoke the Franchise. Any revocation hereunder is subject to appeal by Grantee in a court of competent jurisdiction.

12.2. Removal After Revocation or Termination.

- A. At the termination of the Franchise Term if renewal has been finally denied in accordance with Federal law, or upon revocation of the Franchise, as provided for herein, the Grantor shall have the right to require Grantee to remove, at Grantee's expense, all or any portion of the Cable System from Streets and Public Property within the Franchise Area. In so removing the Cable System, Grantee shall refill and compact at its own expense any excavation that shall be made and shall leave all Streets, Public Property and private property in as good a condition as that prevailing prior to Grantee's removal of the Cable System, and without affecting, altering or disturbing in anyway electric, telephone or utility, cables wires or attachments. The Grantor, or its delegate, shall have the right to inspect and approve the condition of such Streets and Public Property after removal. The insurance and indemnity provisions of this Agreement shall remain in full force and effect during the entire term of removal.

SECTION 13. TRANSFER

13.1 Sale or Transfer of Franchise.

- A. Grantee shall provide at least sixty days notice to Grantor in the event the Franchise is to be sold, assigned or otherwise transferred.
- B. Within thirty (30) days of the consummation of any Franchise Transfer subject to the provisions of this Section, Grantee shall notify the Grantor of the closing of such Franchise Transfer.

SECTION 14. RIGHTS OF INDIVIDUALS PROTECTED.

14.1 Discriminatory Practices Prohibited.

- A. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers or general citizens on the basis of age, race,

creed color, national origin or sex. Grantee shall comply at all times with all applicable federal and state laws relating to non-discrimination.

- B. Grantee will not refuse to hire or employ, nor bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions or privileges of employment on the basis of age, race, creed, color, national origin or sex.

SECTION 15. MISCELLANEOUS PROVISIONS.

15.1 Compliance with Laws.

Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Agreement, the provisions of this Agreement shall govern.

15.2 Severability.

If any provision of this Agreement is held to be invalid or unenforceable, that provision will be ineffective but the remainder of this Agreement will not be affected, and it will in all other respects, continue to be effective and enforceable. If the holding of invalidity or unenforceability is subsequently repealed, unenforceable or otherwise changed so that the provision which had been held invalid is no longer in conflict with the law, rules and regulations then in effect, the provision will return to full force and effect.

15.3 Controlling Law.

This Agreement shall be construed and enforced in accordance with the laws of the State of Nebraska.

15.4 No Third Party Beneficiaries.

This Agreement is not intended to, and does not, create any rights or benefits on behalf of any person other than the parties to this Agreement.

15.5 Captions.

The paragraph captions and headings in this Agreement are for convenience and reference purpose only and shall not affect in any way the meaning of interpretation of this Agreement.

15.6 Calculation of Time.

Where the performance or doing of any act, duty, matter, payment or thing is required hereunder and the period of time or duration for the performance or during thereof is prescribed and fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period, or duration of time. When the last

day of the period falls on Saturday, Sunday or a legal holiday, that day shall be omitted from the computation.

15.7 Amendments.

This Agreement may be amended only by the mutual consent of the Grantor and Grantee. Any amendment must be in writing and executed by the Grantor and Grantee.

15.8 Force Majeure.

In no event, and notwithstanding any contrary provision in this Franchise, shall this Franchise be subject to revocation or termination, or Grantor or Grantee be subject to penalty or prejudice or in any way liable for non-compliance with or delay in the performance of any obligations hereunder, where its failure to cure or take reasonable steps to cure is due to reason of Acts of God; acts of public enemies; order of any kind of a government of the United States of America or of the State or any of their departments, agencies, political subdivisions; riots; strikes; failure of suppliers; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; partial or entire failure of utilities or any other cause or event not reasonably within the control of the party. Neither Grantor nor Grantee shall be deemed to be in violation or default during the continuance of such inability and such party shall be excused from its obligations herein during the course of any such events or conditions and the time specified for performance of the obligations hereunder shall automatically extended for a period of time equal to the period of the existence of any such events or conditions and such reasonable time thereafter as shall have been necessitated by any such events or conditions.

15.9 Courtesy Service.

Upon request, the Grantee shall furnish, without installation charge and without monthly fees one standard installation of basic and CPST cable service at the following locations provided that such location can be served by a drop of 150 feet or less. The cost of any drop in excess of 150 feet shall be borne by the party requesting the service:

City Hall
537 Main Street
Seward, NE 68434

Public Library
233 South Fifth Street
Seward, NE 68434

Municipal Civic Center
616 Bradford Street
Seward, NE 68434

Municipal Senior Center
1010 Manor Drive W
Seward, NE 68434

Municipal Youth Center
211 South Fourth Street
Seward, NE 68434

Seward High School
532 Northern Heights Drive
Seward, NE 68434
Seward Middle School
2401 Karol Kay Blvd.
Seward, NE 68434

Seward Elementary
200 East Pinewood Avenue
Seward, NE 68434

Police Department/Law Enforcement Building
148 S. 1st Street
Seward, NE 68434

Fire Department
223 N. 3rd Street
Seward, NE 68434

Section 16. Repeal of Ordinances. All ordinances or parts of ordinances in conflict with this Franchise Agreement are hereby repealed.

Section 17. 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.

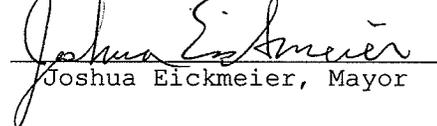
Passed and approved this 18th day of November, 2014.

ATTEST:



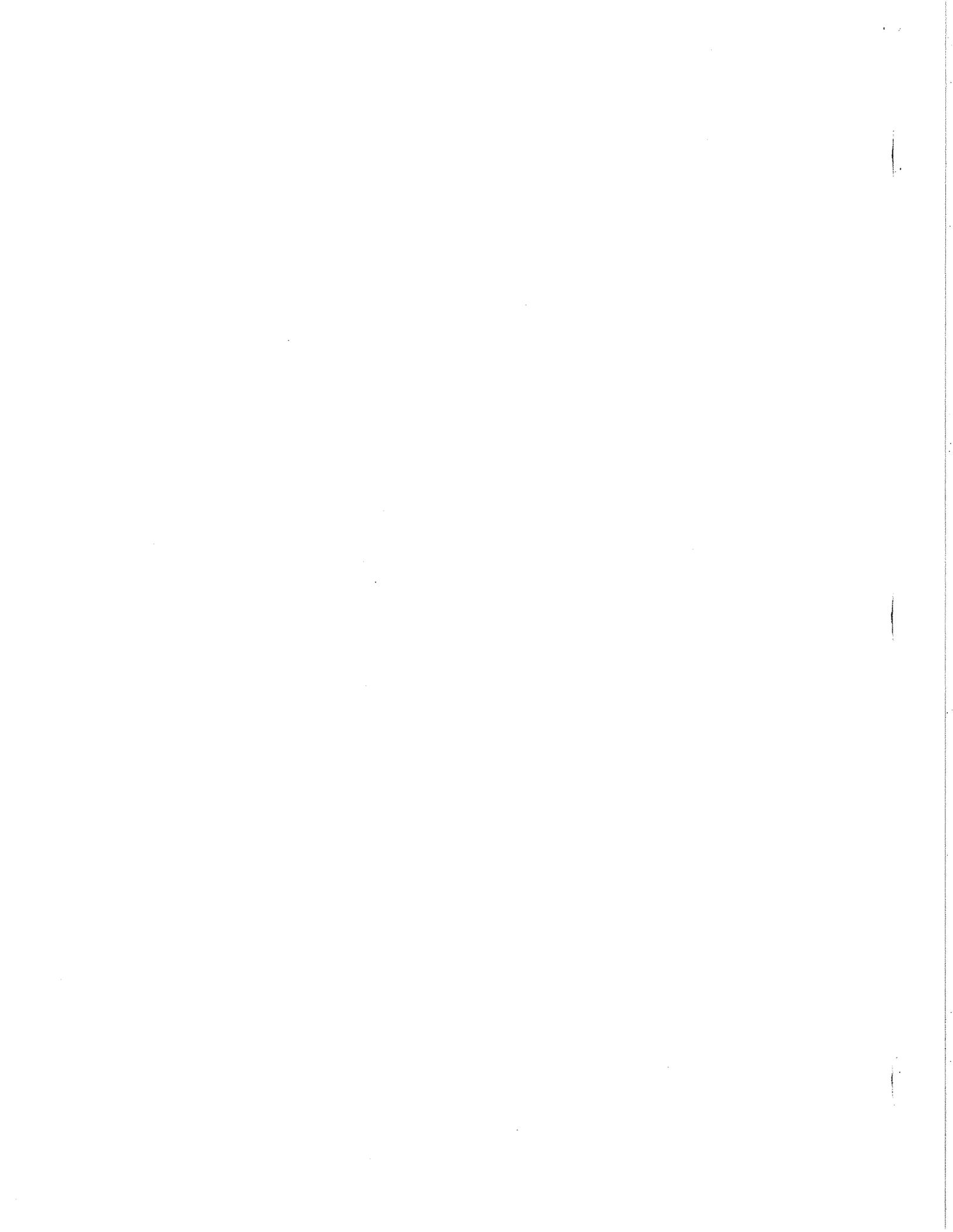
Bonnie Otte
Assistant Administrator/
Clerk-Treasurer/
Budget & Human Resources Director

CITY OF SEWARD, NEBRASKA


Joshua Eickmeier, Mayor

(SEAL)





ORDINANCE NO. 2023-__

AN ORDINANCE BETWEEN THE CITY OF SEWARD AND SPECTRUM MID-AMERICA, LLC EXTENDING A NON-EXCLUSIVE FRANCHISE TO SPECTRUM MID-AMERICA, LLC TO CONSTRUCT, OPERATE AND MAINTAIN A CABLE TELEVISION SYSTEM IN SEWARD, NEBRASKA SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; AND PROVIDING FOR REGULATION AND USE OF THE SYSTEM; TO REPEAL ANY ORDINANCE OR PARTS THEREOF IN CONFLICT WITH THIS ORDINANCE; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; 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:

WHEREAS, Spectrum Mid-America, LLC (“Charter”) currently holds a Cable Television Franchise Agreement with The City of Seward, Nebraska (“City”), which took effect on January 1, 2015 (“Franchise”); and

WHEREAS, the Franchise will expire by its terms on December 31, 2024; and

WHEREAS, Charter filed timely notice of intent to renew its Cable Franchise with the City pursuant to section 626 of the Cable Communications Policy Act of 1984 (The “Cable Act”); and

WHEREAS, the City finds that Charter has substantially complied with the material terms of the Franchise under applicable laws, and that Charter’s financial, legal, and technical ability is sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community; and

NOW, THEREFORE, the Franchise, as amended, is hereby extended until December 31, 2034, subject to the following modification:

Section 15.9 is modified as follows: Courtesy Service. Upon request, the Grantee shall furnish, without installation charge and without monthly fees one standard installation of Basic Service at the following locations provided that such location can be served by a drop of 150 feet or less and such location is, at the time of the request and at all times while receiving complimentary Basic Service, receiving both voice and internet services from Grantee. In the event the application location and/or applicable applicant is not receiving both voice and internet services from Grantee, Grantee shall have no obligation to provide complimentary Basic Service and shall have the right to terminate the applicable location’s courtesy Basic Service. The cost of any drop in excess of 150 feet shall be borne by the party requesting service.

City Hall
537 Main Street
Seward, NE 68434

Public Library
233 South Fifth Street
Seward, NE 68434

Municipal Civic Center
616 Bradford Street
Seward, NE 68434

Municipal Senior Center
1010 Manor Drive W
Seward, NE 68434

Municipal Youth Center
211 South Fourth Street
Seward, NE 68434

Seward High School
532 Northern Heights Drive
Seward, NE 68434

Seward Middle School
2401 Karol Kay Blvd.
Seward, NE 68434

Seward Elementary
200 East Pinewood Avenue
Seward, NE 68434

Police Department/Law Enforcement Building
148 S. 1st Street
Seward, NE 68434

Fire Department
223 N. 3rd Street
Seward, NE 68434

THE CITY COUNCIL OF THE CITY OF SEWARD, NEBRASKA, DOES ORDAIN AS FOLLOWS:

Section 1. The Franchise, as amended, is hereby extended subject to the terms and conditions set forth above until December 31, 2034. All terms and conditions of the existing Franchise shall remain in full force and effect during the extension period.

Section 2. This Ordinance shall take full force and effect on the date of Charter's acceptance and 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.

APPROVED this _____ day of _____, 2023

The City of Seward, Nebraska

By: _____

Print Name: Joshua Eickmeier

Title: Mayor

ACCEPTED this _____ day of _____, 2023

Spectrum Mid-America, LLC

By: Charter Communications Inc., its Manager

By: _____

Print Name: Paul Abbott

Title: Vice President, Local Government Affairs &
Franchising
Charter Communications, Inc.

-
2. Consideration of Lease Agreement with Black Hills Nebraska Gas LLC for property located at 841 Aspen Street.

LAND LEASE AGREEMENT

THIS LEASE is entered into as of the 7th day of November, 2023, by and between **BLACK HILLS NEBRASKA GAS LLC, d/b/a BLACK HILLS ENERGY**, ("Tenant"), and the **CITY OF SEWARD, NEBRASKA** (Owner”).

RECITALS

A. That Owner hereby leases to Tenant and Tenant hereby rents from Owner the following "Premises" situated in the County of Seward, State of Nebraska, to wit:

Legal Description: Lot 2, Block B, of SESE of Section 29, T11N-R3E

B. Owner has agreed to lease to Tenant, and Tenant has agreed, subject to the conditions herein, to rent from Owner the Premises upon the terms and conditions hereinafter set forth.

C. Tenant intends to use the Premises to construct, install, own, store, and operate Liquefied Natural Gas ("LNG") equipment, LNG, a natural gas pipeline, and other related natural gas facilities appropriate and necessary to supplement the natural gas provided by Tenant to its customers located within and around the City of Seward Nebraska pursuant to the requirements of the State Natural Gas Regulation Act (Neb. Rev. Stats. §§ 66-1801 et seq.).

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Tenant hereby agree as follows:

Section 1. Premises.

Owner hereby leases to Tenant, and Tenant hereby rents from Owner the Premises, together with any appurtenances specifically herein granted. The use by Tenant of the Premises shall include the right to construct new improvements on the Premises. Owner represents and warrants that the Premises shall have vehicular and pedestrian access to a public road at all times during the term, defined in Section 2 below.

Section 2. Term.

The term of this Lease (the "Term") shall commence on the Commencement Date, defined in Section 3 below, and shall expire on November 6, 2025, with an option of Tenant to extend the Term for another year if expansion of its gas distribution system in and around Seward, Nebraska along with necessary expansion of Northern Natural Gas Company's interstate gas pipeline system is delayed. Unless this Lease is terminated in accordance with the terms set forth in this Lease, Tenant shall have the right to terminate the Lease at any time during the term by delivering to Owner Sixty ("60") days prior written notice of such termination, in which event

this Lease shall be terminated as of the date specified in the notice and all obligations set forth herein shall cease and be null and void upon the effective date of termination, and all rents shall be apportioned as of such date.

Section 3. Commencement Date.

The “Commencement Date” of this Lease shall be: November 7, 2023.

Section 4. Rent.

Tenant agrees to pay to Owner, rent in the amount of One Dollars (\$1.00) per annum, commencing on the Commencement Date and thereafter on each anniversary date of the Commencement Date, in advance, at the Owner’s address specified above, or such other address designated by Owner in writing.

Section 5. Tenant Improvements.

Tenant shall have the unilateral right, but not the obligation, to construct on any portion of the Premises such improvements as it deems necessary for the operation of its business thereon. In addition, Tenant shall have the right to enter a sublease with other certain parties determined necessary by Tenant, in its sole discretion, for Tenant to provide LNG and natural gas to its customers located within and around the City of Seward. Tenant affirms that any sublease granted by Tenant will include the terms and conditions no greater than those terms and conditions set forth herein. A sublease may be granted by Tenant without further notice or consent to the City.

Section 6. Taxes.

Tenant shall pay all real estate taxes and installments of special assessments imposed on the Premises.

Section 7. Surrender; Removal and Restoration by Tenant.

On the last day of the term or on the sooner termination thereof, Tenant shall peaceably surrender the Premises with the improvements in good order, condition and repair except for reasonable wear and tear and damage by casualty or condemnation, provided, however, Tenant may remove, at its sole election, any improvements located on the Premises.

Section 8. Use.

Tenant may use the Premises for any lawful purposes.

Section 9. Indemnity.

Each party (“Indemnifying Party”) will indemnify, hold harmless and defend the other party and its officers, directors, shareholders, agents, employees, and representatives (“Indemnified Party”) from all claims, liabilities, fines, interest, costs, expenses and damages (including reasonable attorney fees) incurred by the Indemnified Party for any damage, injury, death, loss or destruction of any kind to persons, property or the environment, to the extent the damage, injury, death, loss or destruction arises out of any act or omission of the Indemnifying Party or any of its servants, representatives, agents, employees or subcontractors.

Section 10. Limitation of Liability.

Having considered the risks and potential liabilities that may arise out of this Lease, Owner and Tenant agree that, with the exception of third party claims, neither Owner nor Tenant shall be liable to each other for any special, consequential, incidental, indirect, punitive, or exemplary damages in any way arising from or related to this Lease.

Section 11. Utilities.

Tenant shall arrange for and pay for all necessary utilities currently serving the Premises, including, without limitation, electricity, water, and sewer. Tenant shall pay all bills therefore incurred by Tenant during the term of this Lease.

Section 12. Subordination.

Owner shall provide from any existing or future mortgagee that so long as Tenant is not in default under this Lease, Tenant's possession of the Premises shall not be disturbed by reason of a foreclosure of such mortgage, and Tenant will not be named in any action to foreclose such mortgage, unless required by applicable law, and then only for such purpose, and not for the purpose of terminating this Lease. In addition, the mortgagee shall agree that insurance proceeds from the insurance maintained by Tenant on Tenant's improvements shall be disbursed to Tenant in accordance with the terms of this Lease.

Section 13. Destruction of Premises.

If the Premises are damaged or destroyed by fire or other casualty so as to become partially or totally untenable, as determined in Tenant's sole and absolute discretion, Tenant may either repair and restore the Premises in its entirety, at Tenant's expense, or to terminate the Lease effective as of the date of the casualty, in which latter event rent shall be apportioned as of the date of termination and any prepaid rent refunded to Tenant.

Section 14. Condemnation of Premises.

In the event of any condemnation or conveyance in lieu thereof of the Premises, whether whole or partial, at Tenant's election, the Lease shall terminate as of the date of such taking, and Owner's sole claim to condemnation proceeds shall be as to the value of the fee interest in the Land and any improvements existing as of the Commencement Date, and Tenant shall receive that portion of the award attributable to the: (i) value of this Lease; (ii) the then "book value" of its improvements; and, (iii) Tenant shall have the right to claim and recover from the condemning authority such compensation as may be separately awarded to Tenant in Tenant's own name and right on account of all damage to Tenant's business by reason of the condemnation and any cost which Tenant may incur in removing Tenant's property from the Premises.

Section 15. Default by Tenant.

Owner shall use reasonable efforts to re-let the Premises in the event of Tenant's default and all rent recovered there from shall be credited towards Tenant's outstanding obligations.

Section 16. Default by Owner.

- (A) In case Owner shall default in the performance of any covenant or agreement herein contained and such default shall continue for thirty (30) days after receipt by Owner of written notice thereof given by Tenant, or, in the case of a default not capable of being cured within thirty (30) days and thereafter proceed diligently to complete the cure thereof, then Tenant, at its option, may pursue any rights or remedies, at law or in equity, available to Tenant.
- (B) If default shall be made by Owner in the performance or compliance with any of the terms of this Lease, and such default shall have continued beyond any applicable cure period, Tenant, in addition to all other remedies it may possess, may make good such default, and any amount advanced shall be repaid upon demand. In the event of a default by Owner and cured by Tenant as herein provided, Tenant may in lieu of demanding repayment offset the amount advanced from subsequent payments of rent.

Section 17. Environmental Indemnity.

Owner represents that owner has no knowledge, actual or imputed, of the existence of any environmental, hazardous or toxic waste (as such terms may be defined by applicable local, state and federal law) at the Premises as of the Commencement Date.

Owner shall assume sole responsibility for all liabilities arising under environmental laws and regulations, contingent or otherwise pertaining to possession of the Premises prior to the Commencement Date and agrees to defend, indemnify and hold harmless Tenant from all claims, obligations and liabilities arising out of or related to actions taken by Owner with respect to the possession of the Premises prior to the Commencement Date.

Tenant shall assume sole responsibility for all liabilities arising under environmental laws and regulations, contingent or otherwise pertaining to possession of the Premises from and after the Commencement Date and agrees to defend, indemnify and hold harmless Owner from all claims, obligations and liabilities arising out of or related to actions taken by Tenant with respect to the possession of the Premises from and after the Commencement Date.

The terms of this Section 17 shall survive the expiration or earlier termination of this Lease.

Section 18. Assignment of Lease.

Tenant has the right to assign or otherwise transfer this Lease or any interest therein, either voluntarily or by operation of law or otherwise, or sublet the whole or any part of the Premises, or permit occupancy by anyone else, without obtaining Owner's prior written consent. Furthermore, Tenant may pledge, encumber, assign, or otherwise grant a mortgage, lien, deed of trust, or other encumbrance (an "Encumbrance") in or on Tenant's rights under this Lease, its leasehold interest in the Premises and the rights it owns in the improvements to the Premises as security for any loan, indebtedness or other obligation incurred by Tenant. Owner agrees to execute any document requested by Tenant to effectuate such Encumbrance, provided Tenant

shall agree to pay in full all obligations secured by an Encumbrance on or before the expiration date of the term.

Section 19. Amendment.

Except as herein otherwise expressly provided, no subsequent alteration, amendment, change or addition to this Lease, nor any surrender of the term, shall be binding upon Owner or Tenant unless reduced to writing and signed by both parties.

Section 20. Notices and Payments.

All notices by Tenant to Owner under this Lease shall be sent to Owner by registered or certified mail (return receipt requested), postage prepaid, or by recognized national courier service or by personal delivery at the Owner's address set forth below, or to such other addresses as Owner may later designate in writing. All notices by Owner to Tenant under this Lease shall be sent to Tenant by registered or certified mail (return receipt requested), postage prepaid, or by recognized national courier service to Tenant, at Tenant's address set forth below, or to such other addresses as Tenant may later designate in writing. All notices shall be effective upon the earlier of receipt, refusal of receipt, or 72 hours after being deposited with the United States Postal Service or with a courier or delivery service in the manner prescribed in this Section.

Owner: Greg Butcher, City Administrator
City of Seward
P.O. Box 38
537 Main Street
Seward, NE 68434
Greg.butcher@cityofsewardne.gov

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

Tenant: Black Hills Nebraska Gas, LLC
Ryan Dahl
Manager of Land Management
4510 Airport RD
Kearney, NE 68847
Ryan.dahl@blackhillscorp.com

Section 21. Captions and Interpretation.

The captions appearing in this Lease in no way define, limit, construe or describe the scope or intent of such sections or articles of this Lease. No weight shall be given to, nor shall any construction or interpretation be influenced by, any presumption of preparation of a lease by Owner or by Tenant.

Section 22. Miscellaneous.

(A) If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Lease or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and enforced to the fullest extent permitted by law.

(B) All rights and obligations set forth herein shall inure to the benefit and burden of the parties' respective successors and assigns.

(C) The laws of the State of Nebraska shall govern the validity, performance and enforcement of this Lease.

(D) No waiver of any condition or legal right or remedy shall be implied by the failure of either party to declare forfeiture, or for any other reason, and no waiver of any condition or covenant shall be valid unless it is in writing signed by the party granting or consenting to such waiver.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first above written.

OWNER: CITY OF SEWARD, NEBRASKA

By: _____

**TENANT: BLACK HILLS NEBRASKA GAS LLC
d/b/a BLACK HILLS ENERGY**

By:  _____

Andrew Storf
Senior Operations Manager

3. Consideration of Revision to the Cemetery Rules/Regulations - Public Properties
Director Core

SEWARD CEMETERIES
GENERAL RULES AND REGULATIONS

All lot owners are required to maintain their property in a neat and dignified manner for the proper operation and use of the Cemetery.

1. No vehicle shall be driven over 10 mph in the cemetery.
2. No alcoholic beverages are allowed on the cemetery grounds.
3. April 1 to October 31-no items allowed on or in the grass area.
4. November 1 to March 31-appropriate items allowed on the grass.
5. No planting of shrubs flowers, bulbs, trees, etc. are allowed.
6. No planters of a permanent nature are allowed.
7. No glass or breakable containers are allowed.
8. Scattering of ashes will only be permitted in a designated area of Fourth Addition, Seward Cemetery, under the supervision of City of Seward Cemetery Personnel. (See Fee Resolution) A fee will be assessed for the scattering of ashes and entering a name in the City of Seward Cemetery Records. A fee will be charged regardless of an existing monument and no ashes shall be spread upon any gravesite or lot.
9. DIGNIFIED TRIBUTES may be placed on the monument, the concrete, marble or granite foundation as long as they do not distract from the sanctity and dignity of the cemetery grounds and do not interfere with mowing. The City reserves the right to remove unsightly, offensive or in-appropriate objects.
10. The City of Seward will not be responsible for any damage done to monuments or markers or any kind of memorials by an act of nature, such as falling limbs, trees, or damage caused by vandals.
11. The City reserves the right to alter these rules in the best interest of the cemetery property.
12. All monuments and markers will be set on a foundation of granite, marble or concrete as stated in the specific rules and regulations of each addition. The foundation will be of the appropriate size for the monument or marker and will have a 4" minimum margin. The foundation is NOT to exceed the size of the grave space OR run from pin to pin.
13. Temporary markers, if provided by the mortuary per family request, will be affixed to a concrete paver approximately 8"H X 16"W X 3"D by City Cemetery personnel. These temporary markers will be kept in place for a period of one year. If after one year, a permanent foundation or monument is not placed by an authorized monument setting company per family request, the temporary marker will be removed.
14. NO pet animal burials will be allowed in any of the City of Seward cemeteries.
15. The gate on 4th Street at Waverly Road in the Seward Cemetery shall remain open at all times.

SPECIAL MEMORIAL DAY REGULATIONS

All dignified tributes will be allowed on the grass or monument areas seven (7) days prior to Memorial Day and must be removed seven (7) days after Memorial Day.

CEMETERY LOT POLICY REGARDING DAMAGE TO MONUMENTS

The City of Seward takes pride in the perpetual care provided for all of the cemeteries under their control. All employees working in the cemeteries are directed to be respectful and dignified at all times while performing their duties, and to take reasonable precautions to protect and preserve the monuments within the cemeteries.

Unfortunately, on rare occasions, damage occurs to monuments by thieves, vandals, elements, acts of nature, or by accident. In order to continue to provide the best possible care for its cemeteries and also provide for the best interests of the taxpayers of this community, the City of Seward disclaims all responsibility for loss or damage to monuments or other property placed upon the lot(s) you have purchased, unless City employees report damages caused by an employee. Such claim(s) will be at the discretion of the City Administrator.

The City of Seward encourages lot owners, their heirs, or legal representative to secure whatever insurance is available to protect against damage to property placed upon their lot(s).

SEWARD CEMETERY - SEWARD, NEBRASKA

RULES AND REGULATIONS

FIRST ADDITION, SECOND ADDITION, SECOND SUB.DIVISION OF STREETS

THIRD ADDITION AND THE ORIGINAL SURVEY TO THE SEWARD CEMETERY

1. All traditional earth burials shall be in a concrete or steel grave liner or better.
2. All upright and slant monuments and markers shall be set on an approved concrete, granite or marble base with a minimum 4" margin.
3. Monuments and markers shall be of any standard granite or marble of any color.
4. All monuments and markers shall be set on the Head or West end of the lot.
5. Only vases of a permanent type will be permitted and shall be set on or in the foundation. Vases shall be in line with the monument or marker and never in front or to the rear of the monument or marker.
6. Monuments or markers shall face East or West.
7. Foot markers are allowed and shall be set on a concrete, marble or granite base with a 12 "concrete footing FLUSH WITH THE GROUND with a minimum 4" margin.
8. Flat government granite markers (24 inches by 12 inches by 4 inches) and bronze plaques are allowed for Veterans. Bronze plaques can be fixed firmly on a concrete or granite base with a 12"concrete footing and a minimum 4" margin.
9. Curbing, surface burial vaults, grave slabs, monoliths, grave enclosures, or any type of vase or statues of any type that is not a standard conformation of a marker are not permitted. Planting of shrubs, flowers, bulbs, trees, etc. are not permitted.

10. Where 2 or more markers are set on adjoining spaces owned by the same people the foundation shall extend between the markers.
11. All spaces and grave openings shall be paid in full before a permit is issued to set any type of monument or marker.
12. All monuments, markers or any type of memorial shall be set under the direct supervision of the City of Seward personnel during normal business hours, Monday through Friday, with a permit obtained and paid in full from the City of Seward before installation is started.
13. The City of Seward is not responsible for any damage done to monuments or markers or any memorials by an act of nature, such as falling limbs, trees, or damage done by vandals.
14. The City of Seward reserves the right and privilege to regulate and enforce all rules and regulations now and in the future.
15. Up to three (3) cremation inurnments will be allowed on one (1) traditional burial space. This will be in one (1) space, with one headstone, according to section rules and regulations for size of monument or marker, listing all names of those buried in that one space. Cremation burials shall be in a permanent urn/urn vault manufactured solely for the purpose of earth burial of cremated human remains. The urn/urn vault must be constructed of reinforced concrete, steel, granite, marble, or high impact polypropylene. Any other container is not acceptable.

SEWARD CEMETERY - SEWARD, NEBRASKA

RULES AND REGULATIONS

FOURTH ADDITION TO THE SEWARD CEMETERY

1. All traditional earth burials shall be in a concrete or steel grave liner or better.
2. All monuments and markers must be set on an approved concrete, marble or granite foundation with a minimum 4" margin. Monuments and markers in the infant section shall be ground level markers no larger than 24" by 20".
3. Monuments and markers shall be of any standard granite or marble of any color.
4. All monuments and markers EAST of Linden Avenue shall be set at the WEST end of the lot.
5. All monuments and markers in the FIRST three rows of lots WEST of Linden Avenue shall be set at the EAST end of the lot.
6. All monuments and markers in the SECOND three rows of lots WEST of Linden Avenue shall be set at the WEST end of the lot.
7. Foot markers are allowed and shall be set FLUSH WITH THE GROUND with a minimum 4" margin on granite or concrete foundation with a 12" concrete footing.
8. Only vases of a permanent type will be permitted and shall be set in or on the foundation. Vases shall be installed in line with the monument or marker and never to the rear or front of the monument or marker.
9. Monuments or markers shall face EAST or WEST.
10. Flat government markers and bronze plaques are allowed for Veterans. Bronze plaques can be fixed firmly on a concrete, marble or granite foundation with a minimum 4" margin with a 12" concrete footing.

11. Curbing, surface burial vaults, grave slabs, monoliths, grave enclosures, or any type of vases or statue that is not a standard conformation of a marker are not permitted. Planting of shrubs, flowers, bulbs, trees, etc. are not permitted.
12. Before a permit to set any type of monument or marker is issued, all spaces and grave openings shall be paid in full.
13. All monuments and markers or any type of memorial shall be set under the direct supervision of the City of Seward personnel during normal business hours Monday through Friday and a permit shall be obtained from the City and paid in full before installation is started.
14. The City of Seward is not responsible for any damage to monuments, markers or any kind of memorial by an act of nature, such as falling limbs, trees, or damage done by vandals.
15. The City of Seward reserves the right and privilege to regulate and enforce all rules and regulations now and in the future.
16. Up to three (3) cremains will be allowed with one (1) traditional burial space. This will be in one (1) space, with one headstone, according to the section rules and regulations for the size of monument or marker, listing all names of those buried in that one space.
17. Cremation burials shall be in a permanent urn/urn vault manufactured solely for the purpose of earth burial of cremated human remains. The urn/urn vault must be constructed of reinforced concrete, steel, granite, marble, or high impact polypropylene. Any other container is not acceptable.

**SEWARD CEMETERY - SEWARD, NEBRASKIA
RULES AND REGULATIONS
FIFTH ADDITION TO THE SEWARD CEMETERY
ROW #1 THRU ROW #11**

1. All traditional earth burials shall be in a concrete or steel grave liner or better.
2. All monuments and markers shall be set on an approved concrete, granite or marble foundation with a minimum 4" margin.
3. Monuments and markers shall be of any standard granite or marble of any color.
4. All monuments and markers shall be set at the HEAD or WEST end of the lot.
5. All monuments and markers of any type shall not exceed 36 inches in height from the foundation.
6. Foot markers are allowed and shall be set FLUSH WITH THE GROUND with a minimum 4" margin.
7. Only vases of a permanent type will be permitted and shall be set in or on the foundation. Vases shall be installed in line with the monument or marker and never to the rear or front of the monument or marker.
8. Monuments and markers shall face either EAST or WEST.
9. Flat government markers and bronze plaques are allowed for veterans. The bronze plaque will be fixed firmly on a granite, marble or concrete foundation with a minimum 4" margin. This foundation shall have a 12" concrete footing.
10. Curbing, surface burial vaults, grave slabs, monoliths, grave enclosures or any type of vase or statue that is not a standard conformation of a marker are not permitted. Planting of shrubs, flowers, bulbs, trees, etc. is not permitted.

11. All monuments, markers or any type of memorials shall be set under the direct supervision of the City of Seward personnel during normal business hours Monday through Friday and a permit shall be obtained from the City and paid in full before installation is started.
12. The City of Seward is not responsible for any damage done to monuments, markers or any kind of memorials by an act of nature, such as falling limbs, trees and damage done by vandals.
13. The City of Seward reserves the right and privilege to regulate and enforce all rules and regulations now and in the future.
14. Up to three (3) cremains will be allowed with one (1) traditional burial space. This will be in one (1) space, with one headstone, according to the section rules and regulations for size of monument or marker, listing all names of those buried in that one space.
15. Cremation burials shall be in a permanent urn/urn vault manufactured solely for the purpose of earth burial of cremated human remains. The urn/urn vault must be constructed of reinforced concrete, steel, granite, marble, or high impact polypropylene. Any other container is not acceptable.

SEWARD CEMETERY – SEWARD, NEBRASKA

RULES AND REGULATIONS

SIXTH ADDITION TO THE SEWARD CEMETERY

1. All traditional earth burials shall be in a concrete or steel grave liner or better.
2. Monuments shall be of any standard granite or marble of any color. These monuments shall be set on an approved concrete, marble or granite foundation with a minimum 4" margin.
3. All monuments shall be set at the HEAD or WEST end of the lot.
4. Foot markers must be set on a concrete, marble or granite base FLUSH WITH THE GROUND with a minimum 4" margin and a 12" concrete footing.
5. Permanent vases will be permitted and shall be set on or in the foundation. Vases shall be installed in line with the monument or marker and never to the rear or in front of the monument or marker.
6. Monuments or markers shall face EAST or WEST.
7. Planting of shrubs, flowers, bulbs, trees, etc. is not permitted.
8. Flat government markers and bronze plaques are allowed for veterans. The bronze plaque shall be fixed firmly on a granite, marble, or concrete base.
9. Curbing, surface burial vaults, grave slabs, monoliths, grave enclosures or any type of vase or statue that is not a standard conformation of a marker are not permitted.
10. Where two (2) or more markers are set on adjoining spaces owned by the same people, the foundation shall be extended between the markers.
11. When a general assistance case is approved by Seward County, the next available space in the Sixth Addition will be utilized.
12. Spaces in Sixth Addition are available to the public for purchase as with any other addition. (These spaces are not reserved solely for county assistance cases).
13. All monuments, markers or any type of memorial shall be set under the direct supervision of the City of Seward personnel during normal business hours Monday through Friday and a permit shall be

- obtained from the City and paid in full before the installation is started. All spaces and grave openings shall be paid in full before monuments and markers may be set.
14. The City of Seward is not responsible for any damage done to monuments, markers or memorials by an act of nature, such as falling limbs, trees and damage done by vandals.
 15. The City of Seward reserves the right and privilege to regulate and enforce all rules and regulations now and in the future.
 16. Up to three (3) cremains will be allowed with one (1) traditional burial space. This will be in the one (1) space, with one monument or marker, according to the section rules and regulations for size, listing all names of those buried in the one space.
 17. Cremation burials shall be in a permanent urn/urn vault manufactured solely for the purpose of earth burial of cremated human remains. The urn/urn vault must be constructed of reinforced concrete, steel, granite, marble, or high impact polypropylene. Any other container is not acceptable.

SEWARD CEMETERY - SEWARD, NEBRASKA
RULES AND REGULATIONS
ZINKY ADDITION TO THE SEWARD CEMETERY
ROW #1 thru ROW #4

1. All traditional earth burials shall be in concrete or steel grave liner or better.
2. All monuments and markers shall be set on an approved concrete, granite, or marble foundation with a minimum 4" margin.
3. Monuments and markers shall be of any standard granite or marble of any color.
4. Monuments, slant double markers and single head stones will be permitted. All monuments and markers of any type shall NOT exceed 36 inches from the surface of the ground.
5. All monuments and markers in Row #1 shall face the East.
6. All monuments and markers in Row #2 thru Row #4 shall face the West.
7. Foot markers may be placed at the foot or east end of the space on an approved foundation with a 12" concrete footing. One size only shall be permitted, 2 feet by 1 foot, flush with the ground with a minimum 4" margin. No more than 1 (one) marker per grave space.
8. Permanent vases will be permitted and shall be set in or on the foundation. Vases shall be installed in line with the monument or marker and never to the rear or in front of the monument or marker.
9. Flat government markers and bronze plaques are allowed for veterans. Bronze plaques can be fixed firmly on a granite, marble or concrete foundation 2 feet long, 1 foot wide, and 6 inches high.
10. Curbing, surface burial vaults, grave slabs, monoliths, grave enclosures or any vases or statues that are not a standard conformation of a monument or marker will not be permitted. Planting of shrubs, flowers, bulbs, trees, etc. is not permitted.
11. Where two (2) or more markers or monuments are set on adjoining spaces owned by the same people, the foundation shall be extended between the markers or monuments.
12. All monuments, markers, or any type of memorial shall be set under the direct supervision of the City of Seward personnel during normal business hours Monday through Friday and a permit shall be

obtained from the City and paid in full before the installation is started. All spaces and grave openings shall be paid in full before monuments and markers may be set.

13. The City of Seward is not responsible for any damage done to monuments, markers, or memorials by an act of nature, such as falling limbs, trees or damage done by vandals.
14. The City of Seward reserves the right and privilege to regulate and enforce all rules and regulations now and in the future.
15. Up to three (3) cremains will be allowed within one (1) traditional burial space. This will be in one (1) space, with one monument or marker, according to section rules and regulations for the size, listing all names of those buried in that one space.
16. Cremation burials shall be in a permanent urn/urn vault manufactured solely for the purpose of earth burial of cremated human remains. The urn/urn vault must be constructed of reinforced concrete, steel, granite, marble, or high impact polypropylene. Any other container is not acceptable.

**SEWARD CEMETERY - SEWARD, NEBRASKA
RULES AND REGULATIONS
ZINKY ADDITION TO THE SEWARD CEMETERY
ROWS #5 thru ROW 12**

1. All traditional earth burials shall be in a concrete or steel grave liner or better.
2. ONLY SINGLE INSCRIPTION MARKERS OF ONE STANDAARD SIZE SHALL BE PERMITTED. Size of markers shall be 2 feet long by 1 foot wide and 6 inches high on the back side.
3. All markers shall be set on an approved granite, marble, or concrete foundation with a minimum 4" margin.
4. Markers shall be of any standard granite or marble and of any color.
5. All markers shall face WEST and be set at the West end of the space.
6. Foot markers shall not be allowed.
7. Permanent vases will be permitted and shall be set in or on the foundation. Vases shall be installed in line with the monument or marker and never to the front or rear of the monument or marker.
8. Flat government markers (24 inches by 12 inches by 4 inches) and bronze plaques are allowed for Veterans. Bronze plaques shall be installed firmly on a granite, concrete, or marble foundation of the above size marker with a minimum 4" margin.
9. Curbing, surface burial vaults, grave slabs, monoliths, grave enclosures or any type of vase or statue that is not in standard conformation of a marker or monument are not permitted. Planting of shrubs, flowers, bulbs, trees, etc. is not permitted.
10. Where two (2) or more markers or monuments are set on adjoining spaces owned by the same people, the foundation shall be extended between the markers or monuments.
11. All monuments, markers, or any type of memorial shall be set under the direct supervision of the City of Seward personnel during normal business hours Monday through Friday and a permit shall be obtained from the City and paid in full before the installation is started. Before a permit to set any type of marker or monument is issued, all spaces and grave openings shall be paid in full.

Updated: 12/20/22

12. The City of Seward is not responsible for damage done to monuments, markers or any kind of memorial by an act of nature, such as falling limbs, trees or damage done by vandals.
13. The City of Seward reserves the right and enforce all rules and regulations now and in the future.
14. Up to three (3) cremains will be allowed within one (1) traditional burial space. This will be one (1) space, with one monument, according to section rules and regulations for size, listing all names of those buried in that one space.
15. Cremation burials shall be in a permanent urn/urn vault manufactured solely for the purpose of earth burial of cremated remains. The urn/urn vault must be constructed of reinforced concrete, steel, granite, marble, or high impact polypropylene. Any other container is not acceptable.

SEWARD CEMETERY - SEWARD, NEBRASKA
RULES AND REGULATIONS
MOFFITT ADDITION TO THE SEWARD CEMETERY

1. All traditional earth burials shall be in a concrete or steel grave liner or better.
2. All monuments and markers shall be set on an approved granite, marble or concrete foundation with a minimum 4" margin.
3. Monuments and markers shall be of any standard granite or marble of any color.
4. ONLY SINGLE INSCRIPTION MONUMENTS OR MARKERS OF ONE STANDARD SIZE WILL BE PERMITTED. The size of the monument or marker will be 24 inches by 12 inches by 6 inches high on the back side.
5. Permanent vases will be permitted and shall be set in or on the foundation. Vases shall be installed in line with the monument or marker and never to the rear or front of the of the monument or marker.
6. All monuments or markers shall face the WEST and set on the West end of the space.
7. Foot markers are NOT allowed.
8. Flat government markers (24 inches by 12 inches by 4 inches) and bronze plaques are allowed for veterans. Bronze plaques shall be installed firmly on a granite, marble or concrete foundation of the above size marker with a minimum 4" margin.
9. Curbing, surface burial vaults, grave slabs, monoliths, grave enclosures or any type of vase or statue that is not a standard conformation of a monument or marker are not permitted. Planting of shrubs, flowers, bulbs, trees, etc. are not permitted.
10. Where two (2) or more monuments are set on adjoining spaces owned by the same people, the foundation shall be extended between the monuments or markers.
11. All monuments, markers, or any type of memorial shall be set under the direct supervision of the City of Seward personnel during normal business hour Monday through Friday with a permit obtained from the City and paid in full before the installation is started. Before a permit to set any type of monument or marker is issued, all spaces and grave openings shall be paid in full.
12. The City of Seward is not responsible for any damage done to monuments, markers or any kind of memorials by an act of nature, such as falling limbs, trees or damage done by vandals.

13. The City of Seward reserves the right and privilege to regulate and enforce all rules and regulations now and in the future.
14. Up to three (3) cremains will be allowed within one (1) traditional burial space. This will be in one (1) space, with one monument, according to section rules and regulations for size, listing all names of those buried in the one space.
15. Cremation burials shall be in a permanent urn/urn vault manufactured solely for the purpose of earth burial of cremated human remains. The urn/urn vault must be constructed of reinforced concrete, steel, granite, marble, or high impact polypropylene. Any other container is not acceptable.

**SEWARD CEMETERY - SEWARD, NEBRASKA
RULES AND REGULATIONS**

VETERAN'S SECTION WITHIN SCHEER AND REYNOLDS ADDITION TO THE SEWARD CEMETERY

1. All traditional earth burials shall be in a concrete or steel grave liner or better.
2. All monuments in the Veteran's section will be the standard Veteran's Administration issued flat granite, 24 inches by 12 inches by 4 inches. Each grave space will have a granite foundation with a minimum 4" margin. Single grave space 42" x 24" x 3" to 4" markers must be centered no offset on the foundation. Double grave spaces 78" x 24" x 3" to 4".
- ~~2-3.~~ Granite foundations must be only grey in color.
- ~~3-4.~~ Burial in the Veteran's section will be open to eligible veterans (anyone who has served in any branch of the military and received an honorable discharge). Veterans can purchase burial spaces for themselves and their spouse if desired. Other family members are NOT eligible to be buried in the Veteran's section. The cost of the burial spaces will be the current fee established for all spaces in the Seward Cemeteries.
- ~~4-5.~~ When a surviving spouse or veteran wishes to purchase an adjoining grave space for burial and plans a traditional casket burial, the monument, (24 inches by 12 inches by 4 inches) must be set on a granite foundation with a minimum 4" margin.
- ~~5-6.~~ When the surviving spouse indicates a cremation burial and the intent is for the cremains to be buried in the same grave space as the veteran, this grave will be marked by a flat bronze plaque, 24 inches by 12 inches by ¾ inch at the foot of the grave. This monument must also be set on a granite foundation with a minimum 4" margin.
6. The Federal government will cover the cost of the eligible veteran's monument through the Veterans Administration. The monument for the spouse would be at the individual's expense. The two foundations could be joined with a "plinth" which could hold a vase or special plaque. The cost for the foundation is the responsibility of the individual.
7. All monuments shall face the WEST and be set at the West end (Head end) of the space. All memorials must be on the West side of the grave and face West.
8. Curbing, surface burial vaults, grave slabs, monoliths, grave enclosures or any type of statue are not permitted. Planting of shrubs, flowers, bulbs, trees, etc. is not permitted.
9. Permanent vases will be permitted and shall be set ~~in or on~~ on the granite foundation. Vases shall be installed in line with the monument and never to the rear or in front of the monument. The flag

holder shall be drilled in the foundation centered on the Veteran's marker. Flower vases must predominantly be light grey in color, metal or granite, jug mount style only. In ground style vases are prohibited.

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a. Single grave space: vases MUST be on the right side of the memorial and only one vase will be allowed.

9-b. Double grave space: only one flower vase is allowed on a double grave space and it must be centered between two markers or installed on a 12 x 12 x 4 plinth. Vases shall be installed in line with the monument and never to the rear or in front of the monument.

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10. All monuments shall be set under the direct supervision of the City of Seward personnel during regular business hours Monday thru Friday. A permit shall be obtained from the City of Seward and paid in full before the installation is started. All spaces and grave openings must be paid in full before a permit is issued.
11. The City of Seward is not responsible for any damage done to monuments or vases by an act of nature, such as falling limbs, trees; or damage done by vandals.
12. The City of Seward reserves the right and privilege to regulate and enforce all cemetery rules and regulations now and in the future.
13. Cremation inurnments are limited to no more than two (2) per cemetery space in the Veterans section. A monument will mark each inurnment.
14. Cremation burials shall be in a permanent urn/urn vault manufactured solely for the purpose of earth burial of cremated human remains. The urn/urn vault must be constructed of reinforced concrete, steel, granite, marble, or high impact polypropylene. Any other container is not acceptable.

GREENWOOD CEMETERY – SEWARD, NEBRASKA
RULES AND REGULATIONS
ORIGINAL ADDITION GREENWOOD CEMETERY

1. All traditional earth burials shall be in a concrete or steel grave liner or better.
2. All monuments and markers shall be set on an approved concrete, granite, or marble foundation with a minimum 4" margin.
3. Monuments and markers shall be of any standard granite of any color.
4. All monuments and markers shall be set at the EAST or WEST end of the lot.
5. Permanent vases will be permitted and shall be set on or in the concrete, marble, or granite foundation. Vases shall be installed in line with the monument or marker and never to the rear or in front of the monument or marker.
6. Monuments and markers shall face EAST or WEST.
7. Foot markers are allowed and shall be set on or in a concrete, marble or granite foundation FLUSH WITH THE GROUND with a minimum 4" margin and 12" concrete footing.
8. Flat granite government markers and bronze plaques are allowed for Veterans. Bronze plaques can be mounted firmly on a granite or concrete foundation with a minimum 4" margin.
9. Curbing, surface burial vaults, grave slabs, monoliths, grave enclosures or any type of vase or statue that is not a standard conformation of a monument or marker are not permitted. Planting of shrubs, flowers, bulbs, trees, etc. are not permitted.
10. Where two (2) or more monuments are set on adjoining spaces owned by the same people, the foundation shall be extended between the monuments.
11. All monuments, markers or any type of memorial shall be set under the direct supervision of the City of Seward personnel during normal business hours Monday through Friday with a permit being obtained from the City and paid in full before the installation is started. All spaces and grave openings must also be paid in full before a permit is issued.
12. The City of Seward is not responsible for any damage to monuments, markers or any kind of memorials by an act of nature, such as falling limbs, trees or damage done by vandals.
13. The City of Seward reserves the right and privilege to regulate and enforce all rules and regulations now and in the future.
14. Up to three (3) cremains will be allowed within one (1) traditional burial space. This will be in one (1) space, with one monument, according to section rules and regulations for size, listing all names of those buried in that one space.
15. Cremation burials shall be in a permanent urn/urn vault manufactured solely for the purpose of earth burial of cremated human remains. The urn/urn vault must be constructed of reinforced concrete, steel, granite, marble, or high impact polypropylene. Any other container is not acceptable.

GREENWOOD CEMETERY – SEWARD, NEBRASKA

RULES AND REGULATIONS

GEESEN ADDITION AND FIRST ADDITION TO GREENWOOD CEMETERY

1. All traditional earth burials shall be in a concrete or steel grave liner or better.
2. All monuments and markers shall be set on an approved granite, concrete, or marble foundation with a minimum 4" margin.
3. Monuments and markers shall be of any standard granite of any color.
4. All monuments and markers shall be set at the Head or West end of the lot.
5. Permanent vases will be permitted and shall be set on or in the concrete, granite, or marble foundation. Vases shall be installed in line with the monument or marker and never to the rear or in front of the monument or marker.
6. Monuments and markers shall face EAST or WEST.
7. Foot markers are allowed and shall be set on a concrete or granite foundation FLUSH WITH THE GROUND with a minimum 4" margin and a 12" concrete footing.
8. Flat granite government markers and bronze plaques are allowed for Veterans. Bronze plaques will be mounted firmly on a granite or concrete foundation with a minimum 4" margin.
9. Curbing, surface burial vaults, grave slabs, monoliths, grave enclosures, or any type of vases or statues that are not a standard conformation of a monument or marker are not permitted. Planting of shrubs, bulbs, trees, etc. are not permitted.
10. Where two (2) or more monuments are set on adjoining spaces owned by the same people, the foundation shall be extended between the monuments.
11. All monuments, markers or any type of memorial shall be set under the direct supervision of the City of Seward personnel during normal business hours Monday through Friday with a permit obtained from the City and paid in full before the installation is started. All spaces and grave openings must be paid in full before a permit is issued.
12. The City of Seward reserves the right and privilege to regulate and enforce all rules and regulations now and in the future.
13. The City of Seward is not responsible for any damage done to monuments, markers or any kind of memorials by an act of nature, such as falling limbs, trees or damage done by vandals.
14. Up to three (3) cremains will be allowed with one (1) traditional burial space. This will be in one (1) space, with one monument, according to section rules and regulations for size, listing all names of those buried in that one space.
15. Cremation burials shall be in a permanent urn/urn vault manufactured solely for the purpose of earth burial of cremated human remains. The urn/urn vault must be constructed of reinforced concrete, steel, granite, marble, or high impact polypropylene. Any other container is not acceptable.

GREENWOOD CEMETERY – SEWARD, NEBRASKA
RULES AND REGULATIONS
LANGWORTHY ADDITION TO THE GREENWOOD CEMETERY
ROW #1 through ROW #145

1. All traditional earth burials shall be in a concrete or steel grave liner or better.
2. ONLY SINGLE INSCRIPTION MONUMENTS OF ONE SIZE SHALL BE PERMITTED. Size of monuments shall be 2 feet long by 1 foot wide and 6 inches high on the back side.
3. All monuments shall be set on an approved concrete, granite or marble foundation with a minimum 4" margin.
4. Monuments shall be of any standard granite of any color.
5. All monuments shall face the WEST and shall be set at the West end of the lot.
6. Foot markers will not be allowed.
7. Permanent vases will be permitted and shall be set on or in the concrete, granite or marble foundation. Vases shall be installed in line with the monument and never to the rear or in front of the monument or marker.
8. Flat government granite markers (24 inches by 12 inches by 4 inches) and bronze plaques are allowed for Veterans. Bronze plaques can be firmly mounted on a granite, concrete or marble foundation with a minimum 4" margin.
9. Curbing, surface burial vaults, grave slabs, bench type markers, monoliths, grave enclosures, or any type of vase or statue that is not a standard conformation of a monument or marker are not permitted. Plantings of shrubs, flowers, bulbs, trees, etc. are not permitted.
10. Where two (2) or more monuments are set on adjoining spaces owned by the same people, the foundation shall be extended between the monuments.
11. All monuments, markers or any type of memorial shall be set under the direct supervision of the City of Seward personnel during normal business hours Monday through Friday with a permit obtained from the City and paid in full before the installation is started. All spaces and grave openings must be paid in full before a permit is issued.
12. The City of Seward reserves the right and privilege to regulate and enforce all rules and regulations now and in the future.
13. The City of Seward is not responsible for any damage done to monuments, markers or any kind of memorials by an act of nature, such as falling limbs, trees or damage done by vandals.
14. Up to three (3) cremains will be allowed with one (1) traditional space. This will be one (1) space, with one monument, according to section rules and regulation for size, listing all names of those buried in that one space.
15. Cremation burials shall be in a permanent urn/urn vault manufactured solely for the purpose of earth burial of cremated human remains. The urn/urn vault must be constructed of reinforced

concrete, steel, granite, marble, or high impact polypropylene. Any other container is not acceptable.

GREENWOOD CEMETERY – SEWARD, NEBRASKA
RULES AND REGULATIONS
LANGWORTHY ADDITION TO THE GREENWOOD CEMETERY
ROW #156 through Row #30

1. All traditional earth burials shall be in a concrete or steel grave liner or better.
2. All monuments and markers shall be set on or in an approved concrete, granite or marble foundation with a minimum 4" margin.
3. Monuments or markers shall be of any standard granite of any color.
4. All monuments or markers shall be set at the Head or West end of the lot.
5. Foot markers are allowed and shall be set on or in a concrete or granite foundation FLUSH WITH THE GROUND with a minimum 4" margin and a 12" concrete footing.
6. Permanent vases will be permitted and shall be set on or in a concrete, granite or marble foundation. Vases shall be installed in line with the monument or marker and never to the rear or in front of the monument or marker.
7. Monuments or markers shall face EAST or WEST.
8. Flat government granite markers (24 inches by 12 inches by 4 inches) and bronze plaques are allowed for Veterans. Bronze plaques can be firmly mounted on a concrete, granite or marble foundation with a minimum 4" margin.
9. Curbing, surface burial vaults, grave slabs, monoliths, grave enclosures, or any type of vase or statue that is not a standard conformation of a monument or marker are not permitted. Planting of shrubs, flowers, bulbs, trees, etc. are not permitted.
10. Where two (2) or more monuments or markers are set on adjoining spaces owned by the same people, the foundation shall be extended between the monuments or markers.
11. All monuments, markers or any type of memorial shall be set under the direct supervision of the City of Seward personnel during normal business hours Monday through Friday with a permit obtained from the City and paid in full before the installation is started. All spaces and grave openings must be paid in full before a permit is issued.
12. The City of Seward is not responsible for any damage to monuments, markers or any kind of memorials by an act of nature, such as falling limbs, trees or damage done by vandals.
13. The City of Seward reserves the right and privilege to regulate and enforce all rules and regulations now and in the future.
14. Up to three (3) cremains will be allowed with one (1) traditional burial space. This will be one (1) space, with one monument, according to section rules and regulations for size, listing all names of those buried in the one space.
15. Cremation burials shall be in a permanent urn/urn vault manufactured solely for the purpose of earth burial of cremated human remains. The urn/urn vault must be constructed of reinforced

concrete, steel, granite, marble, or high impact polypropylene. Any other container is not acceptable.

ANDERSON CEMETERY – SEWARD, NEBRASKA

RULES AND REGULATIONS

1. All traditional earth burials shall be in a concrete or steel grave liner or better.
2. All monuments and markers shall be set on an approved concrete, granite, or marble foundation with a minimum 4" margin.
3. Monuments and markers shall be of any standard granite of any color.
4. All monuments and markers shall be set at the head or west end of the lot.
5. Permanent vases will be permitted and shall be set on or in a concrete, granite or marble foundation. Vases shall be in line with the monument or marker and never in front or to the rear of the monument or marker.
6. Monuments and markers shall face EAST or WEST.
7. Foot markers are allowed and shall be set on or in a concrete, granite or marble foundation FLUSH WITH THE GROUND with a minimum 4" margin and 12" concrete footing.
8. Flat government granite markers (24 inches by 12 inches by 4 inches) and bronze plaques are allowed for Veterans. Bronze plaques can be firmly mounted on a concrete, granite, or marble foundation with a minimum 4" margin.
9. Curbing, surface burial vault, grave slabs, monoliths, grave enclosures or any type of vase or statue that is not a standard conformation of a monument or a marker are not permitted. Planting of shrubs, flowers, bulbs, trees, etc. are not permitted.
10. Where two (2) or more monuments or markers are set on adjoining spaces owned by the same people, the foundation shall be extended between the two monuments.
11. All monuments, markers or any type of memorials shall be set under the direct supervision of the City of Seward personnel during normal business hours Monday through Friday and a permit will be obtained through the City and paid for in full before the installation is started. All spaces and grave openings must be paid in full before permit is issued.
12. The City of Seward is not responsible for any damage done to monuments, markers or any kind of memorials by an act of nature, such as falling limbs, trees or damage done by vandals.
13. The City of Seward reserves the right and privilege to regulate and enforce all rules and regulations now and in the future.
14. Up to three (3) cremains will be allowed with one (1) traditional burial space. This will be in one (1) space, with one monument, according to section rules and regulations for size, listing all names of those buried in that one space.
15. Cremation burials shall be in a permanent urn/urn vault manufactured solely for the purpose of earth burial of cremated human remains. The urn/urn vault must be constructed of reinforced concrete, steel, granite, marble, or high impact polypropylene. Any other container is not acceptable.

Updated: 12/20/22

Prior City Council Updates: 7-2-19, 11-17-20, 4-19-22.

These Cemetery Rules and Regulations were adopted via motion of the Seward City Council at a meeting held on December 20, 2022.

4. Consideration of a Resolution Adjusting Recreation Fees, Increasing Fees for Youth Programs - Public Properties Director Core

RESOLUTION NO. 2023-20

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

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

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

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

Seward ~~Youth~~ Sports Programs:

Baseball	\$ 50.00
<u>Baseball (Legion)</u>	<u>\$100.00</u>
Basketball	\$ 30.00
Soccer	\$ 40.00
Softball	\$ 50.00
Volleyball	\$ 40.00
Volleyball (Adult)	\$ 50.00
Wrestling	\$ 30.00
Flag Football	\$ 40.00
Tackle Football	\$ 50.00
Tennis	\$ 25.00

Seward Dowding Swimming Pool:

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

Seward Recreation Facilities:

Sports Complex Concession Stand

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

Plum Creek Park Softball Concession Stand

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

Cattle Athletic Training Facility

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

Seward Community Golf Course:

	<u>Daily Green Fees</u>	
9 Holes (Including Tax)		\$ 20.00
18 Holes (Including Tax)		\$ 27.00
	<u>Annual Golf Fee</u>	
Single		\$630.00
Family		\$813.75
Age 19-25		\$288.75
Grade/High School		\$157.50
	<u>Daily Golf Cart Rental Per Player</u>	
9 Holes (Including Tax)		\$ 9.00
18 Holes (Including Tax)		\$ 13.00
	<u>Annual Golf Cart Lease</u>	
Single		\$315.00
Family		\$420.00
	<u>Annual Golf Cart Storage With Trail Fee</u>	
Gas Cart (Does not include gas)		\$375.00
Electric Cart		\$400.00
	<u>Daily Trail Fee Only</u>	
Cart Stored Off-Site		\$ 10.00
	<u>Annual Trail Fee Only</u>	
Cart Stored Off-Site		\$200.00
	<u>Miscellaneous</u>	
Annual Locker Rent		\$ 35.00
Annual Single Driving Range Pass		\$100.00
Annual Family Driving Range Pass		\$150.00
Driving Range Bucket of Golf Balls (Including Tax)		
Small Bucket		\$ 4.50
Medium Bucket		\$ 6.50
Large Bucket		\$ 8.50

Seward Blue Valley Campground:

Camper Unit	\$ 25.00 per night
Senior Citizens (65+)	\$ 15.00 per night
Tent Unit	\$ 10.00 per night

Maximum length of stay is seven (7) consecutive days with a 48-hour interim between visits.

Seward Cemeteries:

Burial Space Fees

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

Grave Opening and Closing Fees

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

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

Monument and Marker Fees

Stone Setting	\$ 75.00 per setting
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Miscellaneous Fees

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

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

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

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

Resolutions 2016-06, 2016-21, 2017-08, 2017-18, 2018-03, 2021-24 and all previous resolutions in conflict with this resolution are hereby revoked.

The Mayor declared the resolution adopted.

Dated: November 7, 2023

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

Derek Bargmann
City Clerk

(SEAL)

2023 Rate Increase Recreational Programming

Program	Current Registration Rate	Suggested Rate	Current Revenue	Current Expenditures	Increase Value
Youth Baseball	\$35.00	\$50.00	\$2,437.00	\$5,000.00	\$1,000.00
Youth Softball	\$35.00	\$50.00	\$2,437.00	\$5,000.00	\$1,000.00
Legion Baseball	\$75.00	\$100.00	\$2,625.00	\$5,000.00	\$500.00
Youth Soccer	\$30.00	\$40.00	\$8,000.00	\$6,000.00	\$3,000.00
Youth Volleyball	\$30.00	\$40.00	\$1,000.00	\$400.00	\$300.00
Youth Wrestling	\$20.00	\$30.00	\$1,000.00	\$500.00	\$500.00
Youth Flag Football	\$30.00	\$40.00	\$2,000.00	\$1,500.00	\$700.00
Youth Tackle Football	\$35.00	\$50.00	\$1,700.00	\$3,000.00	\$1,000.00
Adult Volleyball	\$35.00	\$50.00	\$700.00	\$800.00	\$300.00
			\$21,899.00	\$27,200.00	\$8,300.00

Current revenue is a yearly average based on numbers for each program.

5. Discussion of Removal of Centennial Park Bathrooms - Public Properties Director
Core
6. Update on the Wellness Center - City Administrator Butcher

CITY ADMINISTRATOR'S REPORT

CITY ADMINISTRATORS REPORT – 11/7/23

- Monitoring a number of street projects on East Seward/Evergreen (construction), design on East Hillcrest, and drainage near Park Street & Bradford Street (construction).
- Water Tower project underway, working on final paint design.
- Assisting City Attorney with a number of real estate items and related matters.
- Assisted with Civic Center items and issues, working with Commission on Building Renovation next steps. Working on getting sewer information for restroom remodels and sewer upgrades. Attended second formal design meeting for Phase I with Clark Enersen and Seward Women's Club.
- Reviewed additional DTR items and worked with applicants on needed documents.
- Continued to work with RDG Planning to complete blight study.
- Working with Wellness Center Executive Director Brase on numerous items and follow ups. Working on final bonding and cashflows with local banks and bonding agency, attend the October 31st Ground Breaking.
- Assisted Finance Director/Treasurer with end of fiscal year items and audit preparation.
- Finalizing items related to closeout of 2019 Flood FEMA items.
- Held LB 840 Committee Hearing.
- Worked with SENDD to prepare environmental documents for CDBG Grant for streets in the Rail Camps.
- Met with City Attorney to discuss a number of items.
- Working with Finance Department on items to move to Caselle accounting system.
- Attended Management Training with all department heads and supervisors.
- Worked on reviewed a number of items related to a LB 840 Application for the Rivoli Theater.
- Attended the City Safety Committee meeting.
- Met with potential tenants for the Seward Community Golf Course restaurant.
- Filed Mobile Food Truck Registry with the state.
- Attended updated construction meeting with Sampson, BVH, Shane Baack and Joel Brase for the Wellness Center.
- Met with neighbors in the Redwood Estates area south of town to discuss access items and easements.
- Attended the League of Nebraska Municipalities Legislative Meeting in Lincoln.
- Met with County Commissioner Ahmic to discuss numerous items including road conditions in the City.

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

Police Department

- Civil service testing, meeting and interviews Monday at Library.
- Papillion PD promotional testing Wednesday & Friday.
- E-911 Director interviews Thursday.

City Clerk/Human Resources/City Hall

- Wrapping up process early this week for payroll clerk opening.
- Police officer opening – test date Oct. 30 and eligibility list Oct. 31.
- Employee Evals.

Water/Wastewater Department

- Repair RO Degassifier battle.
- Manhole checklist.
- Obtain more bids for West Wellfield windows and siding.

Parks and Rec/Cemetery/Golf/Pool

- Moved Mayor's Fun Run to this Sunday at noon.

- Closed the Blue Valley Campground on Monday afternoon for the season.
- Finish blowing out irrigation systems.

Civic Center

- Renovation meeting Oct. 26.
- No longer hiring for Civic Center Assistant.
- Erin will be gone Thursday, Friday and possibly Monday.

Electric Department

- Water tower project.
- Work on streetlights.
- Work on service for Wellness Center.

Street Department

- Work on snow equipment.
- Cold mix patch work.
- Work on tree removal and tree trimming.

Library

- Seward Library Foundation meeting.
- Eclipse family activities.
- Material ordering.

Building Inspection/Planning Department

- Nebraska Code Officials meeting Nov. 6 & 7.
- Starting civil action at 434 S. 2nd St.
- Reviewing final Row plan for Nextlink.

Engineering

- Evergreen open (11/3), flumes and storm sewer Prairie Flower at Hwy 34, ALLO/Charter/Spectrum/Windstream relocation for E. Seward St. (County).
- Traffic Control Plan approval (closing Oct. 24) for Izaak Walton & Hwy 15.
- Awaiting updated 60% design (cost reduction) for Hwy 15 Water Main.
- Eaton Drummer Blvd edits, notes regarding civil design to BVH for the Wellness Center.

Finance Dept.

- Payroll processing this week.
- Make offer to Payroll Clerk applicant.
- Caselle update.

Seward Wellness Center

- Rock being delivered for temporary roads.
- Fence installed soon.
- Groundbreaking ceremony Tuesday.
- Looking at software costs for TVs/scoreboards with Scorevision.

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

I, Derek Bargmann, the duly appointed qualified and acting City Clerk of the City of Seward, Nebraska, hereby certify that the foregoing Notice of Meeting and Agenda for such meeting has been posted in the following places: Seward City Hall, Seward Municipal Building, Seward County Courthouse, Seward Memorial Library and CityofSewardNE.gov

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

Derek Bargmann, City Clerk

Date