



CITY OF MILFORD, NEBRASKA
COUNCIL AGENDA

TUESDAY, MAY 6, 2025, 7:00 pm

All agenda items are for discussion and action will be taken as deemed appropriate. The City Council reserves the right to go into executive session in accordance with Section 84-1410.

1. CALL TO ORDER

Pursuant to Section 84-1412(8) of the Nebraska Open Meeting Act a current copy of the Open Meetings Act is posted on the west wall of this meeting room and is available for viewing by the public.

1. Roll Call
2. Pledge of Allegiance
3. Approve agenda as submitted.

2. SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

Individuals who have appropriate items for City Council consideration should complete the **Request for Future Agenda Items** form located near the entrance of the meeting room. If the issue can be handled administratively without Council action, notification will be provided. If the item is scheduled for a committee or Council meeting, notification of the date will be given.

3. PUBLIC COMMENT Members of the public wishing to present to the Mayor and City Council on any matter of public interest will be invited to do so during this segment of the meeting. Each individual presenter will be limited to no more than three (3) minutes of speaking time.

4. CONSENT AGENDA The following items are considered to be routine by the city council and will be enacted by one motion. There will be no separate discussion of these items unless a city council member or citizen so requests, in which event the item will be removed from consent status and considered in its normal sequence on the agenda.

- a. Approve Minutes: April 2, 2025 and April 23, 2025
- b. Approve Claims by Auditing Committee
- c. Approve Treasurer's Report for March 2025 by Auditing Committee
- d. Reports/Communications filed by Governing Board and City personnel.
- e. Approve street closings for Annual Fun Days event – August 16, 2025.

5. PUBLIC HEARING:

- a. To hear testimony in favor of, or opposition to, and to answer questions in relation to request from Chelsie Anderson, 619 4th St., for a Conditional Use Permit to sell baked goods under the Cottage Food Law.

6. CURRENT BUSINESS:

- a. Consider hiring part-time summer maintenance employees and set wages.
- b. Consider letter of resignation from Recreation Coordinator Amanda Hromek.
- c. Discuss Recreation Coordinator position and consider payment during training opportunity.
- d. Consider agreement with JEO Consulting on engineering services for parking around the Sr. Center.
- e. Consider hiring full-time maintenance employee and set wage.
- f. Authorize Mayor Kelley to sign Amendment #2 adding City of David City, City of Crete, and Butler County 911 to the Zuercher Interlocal Agreement.
- g. Consider recommendation from Planning Commission on request from Chelsie Anderson, 619 4th St., for a Conditional Use Permit to sell baked goods under the Cottage Food Law.
- h. Consider agreement with Great Western Dining to provide meals for the Sr. Center.
- i. Consider appointment of Deputy Clerk and meritorious pay increase.

7. RESOLUTIONS AND ORDINANCES:

RESOLUTION NO. 672 – A RESOLUTION OF THE CITY OF MILFORD, NEBRASKA, AUTHORIZING AND DIRECTING THE SALE OF REAL PROPERTY OWNED BY THE CITY, AND SETTING FORTH CERTAIN TERMS AND CONDITIONS RELATED THERETO.

ORDINANCE NO. 984 – AN ORDINANCE RELATING TO A CABLE TELEVISION SYSTEM AND SERVICES IN THE CITY OF MILFORD, IN THE COUNTY OF SEWARD, IN THE STATE OF NEBRASKA, GRANTING AND RENEWING A NON-EXCLUSIVE FRANCHISE TO ZITO MIDWEST, LLC, TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE TELEVISION SYSTEM AND SERVICE WITHIN THE AREA OF THE CITY OF MILFORD, NEBRASKA.

8. ADJOURNMENT

CITY OF MILFORD
REGULAR MEETING
MAY 6, 2025
MINUTES

A regular meeting of the Mayor and Council of the City of Milford, Nebraska was held at the City Hall Building in said City on the 6th day of May 2025 at 7:00 pm. Present were: Mayor Patrick Kelley; Council members: Dustin Bauer, Tony DeLong, Becky Freeman, Dainton Parks, Maintenance Supt. Gary TeSelle; and City Clerk Jeanne Hoggins. Also present: Whitney Parks, Mike Moritz, Building Inspector Tim Dworak, Marian Eicher, Julie Ogden with JEO and Chelsie Anderson.

Notice of the meeting was given in advance thereof by publishing in the Milford Times a designated method for giving notice, as shown by the Affidavit of Publication attached to these minutes. Notice of the meeting was given to the mayor and all members of the Council and a copy of their acknowledgement of receipt of notice and the agenda is attached to these minutes. The availability of the agenda was communicated in advance and in the notice to the Mayor and Council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the public.

CALL TO ORDER: Mayor Kelley called the meeting to order at 7:00 pm. and publicly stated to all in attendance that a current copy of the Nebraska Open Meetings Act is available for review and is posted on the west wall in the City Hall meeting room.

PLEDGE OF ALLEGIANCE:

APPROVE AGENDA AS SUBMITTED: A motion was made by Freeman and seconded by Bauer to approve the agenda as presented. Roll call vote: Freeman yes, Bauer yes, DeLong yes, Parks yes. Motion carried.

SUBMITTAL OF REQUESTS FOR FUTURE ITEMS: Mayor Kelley shared that the forms are available on the east table.

PUBLIC COMMENT Members of the public wishing to present to the Mayor and City Council on any matter of public interest will be invited to do so during this segment of the meeting. Each individual presenter will be limited to no more than three (3) minutes of speaking time. No public comment.

REPORTS/COMMUNICATIONS: Written reports received: Police Department Activity Report for April 2025, Senior Center Board minutes from 4/3/25; Recreation Board minutes for 4/10/25; Webermeier Scholarship minutes for 4/14/25; Pool Board minutes from April 29, 2025; Planning Commission minutes for 4/28/25; Seward Saline Solid Waste Management minutes from March 27, 2025; Water sample lab results from April; Library report for March and April;

CONSENT AGENDA: Mayor Kelley read the Consent Agenda:

- a. Approve Minutes: April 2, 2025 and April 23, 2025.
- b. Approval of Claims: Accounts Payable - \$176,502.17; Payroll - \$45,102.63; Totalling \$221,604.80 by the Auditing Committee.
- c. Approve Treasurer's Report for March 2025 by Auditing Committee
- d. Reports/Communications filed by Governing Board and City Personnel.
- e. Approve Street closings for Annual Fun Days event – August 16, 2025.

A motion was made by DeLong and seconded by Bauer to approve items on the consent agenda as read. Roll call vote: DeLong yes, Bauer yes, Freeman yes, Parks yes. Motion carried.

SALARIES:

6665	Mark Frey	207.56
6666	Mavis Ferris	107.42

6667	Jeanne Hoggins	1731.17
6668	Gary Teselle	1263.71
6669	Whitney Parks	1153.75
6670	George Matzen	832.79
6671	Craig Carritt	22.49
6672	Jessica Swanson	188.22
6673	Ardella Huber	1129.39
6674	Lisa Wiedemeyer	629.77
6675	Darrin Kremer	2101.20
6676	Lance Sprouse	1789.68
6677	Katherine Pauley	146.49
6678	Klaus Schachtschabel	1657.40
6679	Mystique Lauer	1188.48
6680	Tanner Paap	1448.60
6681	Michelle Richards	37.40
6732	Mark Frey	840.79
6733	Mavis Ferris	117.42
6734	Jeanne Hoggins	1731.17
6735	Gary Teselle	1263.71
6736	Whitney Parks	1105.60
6737	George Matzen	784.83
6738	Craig Carritt	22.49
6739	Jessica Swanson	488.79
6740	John Weidemeyer	71.11
6741	Ardella Huber	1129.39
6742	Lisa Wiedemeyer	804.59
6743	Darrin Kremer	2101.20
6744	Lance Sprouse	2011.28
6745	Katherine Pauley	227.53
6746	Klaus Schachtschabel	1663.45
6747	Mystique Lauer	1193.87
6748	Tanner Paap	1454.80
6749	Michelle Richards	146.49
6752	Patrick Kelley	184.70
6753	Waylon DeLong	138.52
6754	Becky Freeman	138.52
6755	Dustin Bauer	138.52
6756	Dainton Parks	138.52

GENERAL FUND:

6663	CHASE HORTON	DEPOSIT REFUND	1.11
6664	UNITED STATES POSTMASTER	U.B. POSTAGE - APRIL	266.97
	NE DEPT OF REVENUE	MARCH SALES TAX	1,085.91
	IRS-FEDERAL WITHHOLDINGS	FED/FICA TAX	4,808.50
	JOHN HANCOCK LIFE INS CO	PENSION	2,880.35
	NE DEPT OF REVENUE	STATE TAX	692.77
6682	OMNIFY BENEFITS	HSA	575.00
6683	AFLAC	MARCH SUPPLEMENTAL INSURANCE	870.64
6684	ALLO COMMUNICATIONS	PHONE CHARGES 3-24 TO 4-23-25	594.94
6685	AMANDA HROMEK (REIMB)	REIMB.30' BAT	209.92

6686	AMERICAN LEGION POST 171	2-5X8,2-4X6,2-3X5,+ 2 NEBR.FLA	370.80
6687	BLACK HILLS ENERGY	SR.CTR.GAS SERV.3-7 TO 4-4-25	149.71
6689	CANON U.S.A., INC.	APRIL COPIER CHARGE	179.95
6691	CONCRETE WORKS, INC	460-484 LOCUST ST.NEW ST.SEWER	38,321.00
6692	CREATIVE INK	SPRING SOCCER SHIRTS	969.90
6693	CULLIGAN WATER CONDITIONING	LIBRARY SERVICE	97.00
6694	D-BATS	40-2025 DBAT 2025 REGISTRATION	1,600.00
6695	DAN PEARSON	FEB/MAR.PLUMB.INSPE. (5X\$35 EA)	175.00
6696	DAS STATE ACCT-CENTRAL FINANC	MARCH STATE RADIO FEE	104.00
6697	DATAVIZION	MICROSOFT APRIL MANAG/LICEN	1,281.60
6698	EAKES OFFICE SOLUTIONS	RICOH P502 COPIER	1,077.10
6699	ELECTRONIC CONTRACTING CO	SERVICE 9 ALARM & TRAVEL	2,352.70
6700	FARMERS COOPERATIVE	FUEL FOR ALL CITY DEPT.	1,046.24
6701	FIRST WIRELESS, INC.	RADIO,PROGRAMMING,MAINT.	2,058.49
6702	G & P DEVELOPMENT LANDFILL	WATER SERVICE DISPOSAL	62.73
6703	GREAT WESTERN DINING	61 FEB.SR.CTR. MEALS	439.81
6704	HARTMANN CONSTRUCTION LLC	40.54 TONS CRUSHED CONCRETE	936.47
6705	HAWKINS INC.	XT10DS SOLO XT	7,191.84
6706	HOTSY EQUIPMENT CO	HOSE,PLUG,REPAIRS	112.00
6707	HYDRO OPTIMIZATION & AUTO	WELL #3 REPAIRS/SERVIC/LABOR	268.19
6708	JOHN HANCOCK USA	MAR.1-MAR.31 ACCT.	166.66
6709	KELLY SUPPLY COMPANY	FILING-REPAIR POOL PART	7.33
6710	LINCOLN WINWATER WORKS	20-18' CULVERT CLAMPS	1,061.90
6711	MATHESON TRI-GAS,INC	BOTTLE GAS/BREATHING GAS/NITRO	282.78
6712	MIDWEST AUTO PARTS	TARP STRAP/TIES/WIPES,BRUCH	62.88
6713	MILFORD A/C & APPLIANCE, INC.	WELL#1/MOUNTED HEAD	7,510.61
6714	MILFORD VOLUNTEER FIRE DEPT.	MUTUAL AID DUES J.DINGES	100.00
6715	MILFORD SCHOOL DIST. #5	TOBACCO/LIQUOR LICENSE	265.00
6716	NEBRASKA PUBLIC POWER DIST	ACCT. ELEC.2-25/3-24/25	4,061.73
6717	NORRIS PUBLIC POWER DIST	ACCT. #1 NORTH WELL	325.78
6718	OMNIFY BENEFITS	JAN. HSA 6 EMPLOYEES @ 2.00 EA	46.00
6719	ONE CALL CONCEPTS	26 LOCATES MINUS DISCOUNT	23.27
6720	OSWALD ELECTRIC	WELL #1 WIRING,BREAKERS,CONNEC	681.12
6721	OVERHEAD DOOR CO. OF LINCOLN	LABOR/SERV.TIGHTEN DR. CLUTCH	165.00
6722	PIZZA KITCHEN	39 SR.CTR.BIRTHDAY MEALS MARCH	285.25
6723	REDIGER AUTOMOTIVE	POLICE #1 OILCHANGE/OIL FILTER	82.69
6724	REMBOLT LUDTKE LLP	MARCH LEGAL COUNSEL	4,237.50
6725	SEWARD COUNTY INDEPENDENT	4-2 LEGAL MINUTES	78.90
6726	SID DILLON	FIRE DEPT. REPAIRS	8,658.22
6727	TCA OUTDOOR POWER	SHARPEN 25 SAW CHAINS	318.00
6728	UNITED STATES POSTMASTER	1ST CLASS PRESORT PERMIT	350.00
6729	VERIZON WIRELESS	ACCT. FIRE DEPT.	120.72
6730	VESTIS	INV.1539 PAMTS, MAT, TOWELS	672.66
6731	VESTIS - SR.CTR.	INV. 8637-SR.CTR.MOPS	173.68
	IRS-FEDERAL WITHHOLDINGS	FED/FICA TAX	5,203.88
	JOHN HANCOCK LIFE INS CO	PENSION	2,880.35

	NE DEPT OF REVENUE	STATE TAX	742.23
6750	OMNIFY BENEFITS	HSA	735.00
6751	UNITED STATES POSTMASTER	MAY POSTAGE/APRIL BILLING U.B.	269.58
	IRS-FEDERAL WITHHOLDINGS	FED/FICA TAX	122.44
6775	AMANDA HROMEK	28.5 hrs. APRIL ACT. DIRECTOR	500.00
6776	AMANDA HROMEK (REIMB)	138 MILES REIMB. P.U. SHIRTS	96.60
6777	AMERITAS LIFE INSURANCE CORP.	MAY DENTAL INSURANCE CITY EMPL	482.40
6778	BLACK HILLS ENERGY	ACCT. CITY HALL GAS SERV.	833.14
6779	BPI BENEFITPLANSINC.	INV. 4TH QTR.ADMIN.FEE	257.50
6780	CAPITAL ONE (WALMART)	SR. CTR. CLEANING SUPPLIES	391.44
6782	CARD SERVICE CENTER	SUMMER PROGRAM SUPPLIES	2,525.36
6783	CASH-WA DISTRIBUTING	CONCESSION STAND SUPPLIES	1,083.09
6784	CONCRETE WORKS, INC	WATER DRAIN REP.JANTZE/PARK AV	26,229.25
6785	CONNIE LANGUAGEIN	JAKUB/KUBICEK LIFEGUARD CPR	150.00
6786	CULLIGAN WATER CONDITIONING	4-5 GALLONS WATER & COOLER REN	49.00
6787	D-BATS	2 ADDIT.REG.@\$40 EA.4-26-DBAT	80.00
6788	DANKO EMERGENCY EQUIPMENT	NEW VENTALATION FAN	4,114.00
6789	DEARBORN GROUP	MAY FIRE DEPT. LIFE/DISABILITY	120.40
6790	DERREK YODER	APRIL FIRE HALL CLEANING	150.00
6791	DIVERSIFIED DRUG TESTING	15 POOL PRE-EMP. DRUG SCREENIN	705.00
6792	EAKES OFFICE SOLUTIONS	6 PKG.3 EA.32 GB.USB FILES	195.45
6793	FIRSTAR FIBER INC.	MARCH RECYCLING SERVICES	548.75
6794	HARTMANN CONSTRUCTION LLC	9.51 TONS CRUSHED CONCRETE	219.68
6795	INGRAM LIBRARY SERVICES	LIBRARY BOOKS	599.33
6796	JOHN HANCOCK USA	RETIREMENT FEES (VOIDED CK)	185.57
6797	JR WELDING	LABOR	375.36
6798	KELLY HANEY	MAR.28,31,APRIL 2,4,7,9 YOGA	480.00
6799	LEE'S REFRIGERATION	SR.CTR.FREON-CONDENSER LEAK	142.93
6800	MARY WIESE	REIM. CHILI SR.CTR.POTATO BAKE	49.11
6801	MEDICA HEALTH PLAN	MAY HEALTH INSURANCE	7,728.37
6802	MILFORD PLUMBING INC.	SHOWERS-FROZEN TEMP VALVE/BOWL	3,423.98
6803	MYSTIQUE LAUER	AEROSOLE CANISTERS/LUB.TREADMI	21.20
6804	NE PUBLIC HEALTH ENV. LAB	WATER TESTING COLIFORM	30.00
6805	NEBRASKA PUBLIC POWER DIST	ACCT. 1ST ST. ELECTRI	1,877.60
6806	REBEKAH FREY	4-6,4-20, 2 HRS.EA.@ \$25/HR.	100.00
6807	SCP DISTRIBUTORS LLC	2-6.5' LIFEGUARD UMBRELLAS	600.97
6808	STUTZMAN DIGGING	2-6'STORM LIDS @ \$1,850.00 EACH	3,700.00
6809	SUSAN TRABERT	REIMB. SR.CTR.BINGO PRIZES	11.17
6810	TAYLOR HAUDER	REIMB.CONCESSION STAND SIGN	15.00
6811	TCA OUTDOOR POWER	HUSTLER TIRES/LABOR/FEES	456.63
6812	GARY TESELLE	ACCT. TESELLE APRIL 25	600.00
6813	URIBE REFUSE SERVICES, IN	ACCT. SOFTBALL CONTAIN	741.75
6814	VERIZON WIRELESS	I-PAD/PHONE/METER READ.G.BYTES	170.27
6815	WINDSTREAM NEBRASKA INC	ACCT. FIRE HALL PHONE	234.29
2010	PROTRACK & TENNIS	PARK COURT UPDATES-PARTIAL	13,520.00
2011	CARD SERVICES	BIKE RACK/PORTABLE NETS	1,150.10

1004	CITY OF MILFORD	RECREATION START UP MONEY	150.00
1005	PEPSI COLA OF LINCOLN	POP FOR CONCESSION STAND	1,860.30
100	CREATIVE PRODUCT SOURCING	DARE T-SHIRTS	581.29
	Total Payroll: 4/07/25		15,635.52
	Total Payroll: 4/21/25		17,158.51
	Total Payroll: 5/01/25		738.78
	***** REPORT TOTAL *****		221,540.89

PUBLIC HEARING:

To hear testimony in favor of, or opposition to, and to answer questions in relation to request from Chelsie Anderson, 619 4th St., for a Conditional Use Permit to sell baked goods under the Cottage Food Law.

Mayor Kelley opened the Public Hearing at 7:04 pm.

Chelsie Anderson shared her desire to offer the community options for baked good, farmers market items etc... She wanted to get approval from the community prior to making larger plans. She has experience in the food industry. Once approved she will get her LLC and start making plans for her operation. She works in Lincoln and by the time she gets home most stores are closed, limiting people's options. She has lived here for 2 years, and she would like to get to know people in the community. Mayor Kelley noted it would be nice for the community to have additional options like side dishes. DeLong shared it sounds like a good idea as everyone is busy. He asked about a menu and how Chelsie will get the information out to the public. At this time, she noted pastries, breads and baked goods but will also be researching other options. She noted she is just in the beginning stages of planning. She might create a Face Book page or utilize Community Chat if it is allowed. Tim Dworak stated the Planning Commission reviewed the Home Occupation requirements and have no issues with Chelsie's application. She is allowed one small sign, which she may place on the fence instead of the house. There is plenty of street parking as she lives on a corner lot.

With no further questions or comments Mayor Kelley closed the public hearing at 7:12 pm.

CURRENT BUSINESS:

Consider hiring part-time summer maintenance employees and set wages.

Maintenance Supt. TeSelle informed the board that he has 4 applicants for the summer maintenance position. He would like to recommend hiring Maeli Kubicek and Nelson Girmus at \$15.00 per hour. Maeli will only be able to work mornings as she is also a lifeguard. John DeRiso and Dominic Rocolle will be returning from last summer setting their rate at \$15.25 per hour. Dominic is requesting to be considered as a paid intern and Gary will check on the details surrounding this request. Gary stated he has plenty to do: South Park, repair sprinklers etc...

DeLong commented on the good work ethic of Dominic and he expects the same from Nelson.

A motion was made by DeLong and seconded by Freeman to hire Maeli Kubicek and Nelson Girmus at \$15.00 per hour and John DeRiso and Dominic Rocolle at \$15.25 per hour pending favorable background checks and drug screening. Roll call vote: DeLong yes, Freeman yes, Bauer yes, Parks yes. Motion carried.

Consider letter of resignation from Recreation Coordinator Amanda Hromek.

Mayor Kelley read the letter of resignation submitted by Amanda Hromek.

A motion was made by Parks and seconded by DeLong to accept the resignation of Recreation Coordinator Amanda Hromek as of October 30, 2025. Roll call vote: Parks yes, DeLong yes, Bauer yes, Freeman yes. Motion carried.

Discuss Recreation Coordinator position and consider payment during training opportunity.

Parks, DeLong and TeSelle discussed this position. Parks inquired if we find a new Recreation Coordinator and Amanda is willing to train her, can we compensate this person during training? Mayor Kelley noted that we have not advertised for this position as being available yet and that no further discussion should take place regarding a specific individual. We can discuss it at large and/or duties of current position.

DeLong stated it is a good position, but job responsibilities are a bit loose. Common sense dictates the responsibility of the position. As job responsibilities are formalized and the person can perform these duties, he feels the pay is adequate. Job performance meets expectations.

Mayor Kelley also felt the pay was appropriate. Without an administrator or that the council member over Recreation has limited time, it is imperative that our new hire reports bi-weekly with updates. Kelley also suggested developing a committee to help keep ballfields cleaned, maintained and updated. Other communities of 500 people help out with the recreation program. We need active citizens.

The board instructed Clerk Hoggins to advertise for the Recreation Coordinator position.

Consider agreement with JEO Consulting on engineering services for parking around the Sr. Center.

Julie Ogden with JEO Consulting Group provided an agreement for consideration regarding engineering services as it relates to the discussion held for additional parking at the Sr. Center. DeLong, TeSelle and Ogden met at the Sr Center and evaluated some of the past ideas along with new ideas presented by Julie. A potential expansion to the east of the current driveway could add a few spaces along with a sidewalk; maintaining the green space. Julie reviewed Milford's Downtown Revitalization plan and presented a scope of work along 1st street between B and C along with a section of B Street in front of the Sr Center. This option would include bump outs providing safer crosswalks and potentially adding a few parking spaces. It appears the current painted stalls may be wider than need be. Measurements will need to be taken to determine this. The proposed agreement includes topographic survey, site concept plans, preliminary and final design, at a cost of \$17,500.00.

Mayor Kelley questioned how the bump-outs could add parking spaces. Julie explained there is about 25' of red painted "no parking" area at the corner of 1st & B Streets. The bump-out would reduce this "no parking" area, increasing the actual parking availability. The area of parking needs to be measured to get an actual parking stall count.

Dustin Bauer noted you can easily do simple math to see what additional spaces could be obtained.

Tony DeLong mentioned they included Julie to educate them on what is allowed as they do not know the rules. Some of the ideas presented could not be used.

Further discussion was held regarding actual days parking is a problem at the center. The "big event days", which is 2 days a month seem to be the biggest concern.

Mayor Kelley noted this is quite a bit of money for a 2-day a month issue. He would also like to begin the DTR discussion and focus on the big picture of improvements to 1st Street. At this point there seems to be some unknowns that need to be addressed.

A motion was made by DeLong and seconded by Bauer to table the agreement provided by JEO for an unknown period of time. Gary & staff will look into spacing distances and clarify specifics of what we don't know. Roll call vote: DeLong yes, Bauer yes, Freeman yes, Parks yes. Motion carried.

Mike Moritz is opposed to the additional parking area. He does not want to lose the green space and it is a lot of money for events scheduled 2 days a month. There are items in the

yard that would need to be removed and he is concerned about moving the benches, veterans monument and the mill wheel. When the VFW in Seward hold events, they just get temporary "Reserved" signs and place them in several parking stalls. This is much cheaper, and you won't have to tear up the green space. He does not want to spend \$17,000 just for a study when there are ideas that could/should be tried.

Mayor Kelley thanked Mike for his comments and asked that the Sr. Center try this idea of posting "reserved" signs on the big event days and see how it works.

Consider hiring full-time maintenance employee and set wage.

TeSelle would like to recommend hiring Wallace Wilkins III @ \$20.00 per hour focusing his responsibilities on Parks and Grounds. He is noted to be a hard worker from his youth counselor reference. Dainton Parks stated he has a good head on his shoulders, and the goal is to train him specifically in his roles and then move forward with learning all aspects of the maintenance department.

Mayor Kelley was glad to hear that specific duties were mentioned for Wallace as he did not see any water or sewer experience on the application. It is in the city's best interest to create job descriptions using a scale to designate positions. We can hire at an entry level position, create a tiered defined job scale then encourage and train staff to move up the ladder. Mayor Kelley also encouraged Gary to get the maintenance staff into some classes and work at getting them certified.

A motion was made by DeLong and seconded by Parks to approve hiring Wallace Wilkins as full-time maintenance employee at \$20.00 per hour as an entry level employee specific to parks and grounds work. Actively pursuing water classes within 1 year pending background check and drug screening. Roll call vote: DeLong yes, Parks yes, Bauer yes, Freeman yes. Motion carried.

Authorize Mayor Kelley to sign Amendment #2 adding City of David City, City of Crete, and Butler County 911 to the Zuercher Interlocal Agreement.

The action needed is the same as when Milford was added to the Interlocal Agreement. Assuming there are no major changes Attorney Aerts encouraged authorizing the Mayor to sign the revised Interlocal Agreement. W. Parks explained the program allows the different police forces to see what is going on in other communities.

A motion was made by DeLong and seconded by Freeman to authorize the Mayor to sign Amendment #2 adding City of David City, City of Crete, and Butler County 911 to the Zuercher Interlocal Agreement. Roll call vote: DeLong yes, Freeman yes, Bauer yes, Parks yes. Motion carried.

Consider recommendation from Planning Commission on request from Chelsie Anderson, 619 4th St., for a Conditional Use Permit to sell baked goods under the Cottage Food Law.

A motion was made by Freeman and seconded by Bauer to approve the request from Chelsie Anderson, 619 4th St. for a Conditional Use Permit to sell baked goods under the Cottage Food Law. Roll call vote: Freeman yes, Bauer yes, DeLong yes, Parks yes. Motion carried.

Consider agreement with Great Western Dining to provide meals for the Sr. Center.

A motion was made by Parks and seconded by DeLong to accept the agreement with Great Western Dining to provide meals for the Sr. Center at \$7.43 per meal. Roll call vote: Parks yes, DeLong yes, Bauer yes, Freeman yes. Motion carried.

Consider appointment of Deputy Clerk and meritorious pay increase.

Clerk Hoggins presented a letter of recommendation to appoint Whitney Parks as Deputy Clerk as of 5/5/25 with a meritorious pay increase from \$19.47 to \$22.00. Mayor Kelley read the letter aloud and shared that Whitney is doing a great job. She continues training to prepare moving into the next role.

A motion was made by DeLong and seconded by Bauer to approve Whitney Parks as Deputy Clerk and approve the meritorious pay increase of \$22.00 per hour. Roll call vote: DeLong yes, Bauer yes, Freeman yes, Parks abstain. Motion carried.

RESOLUTION AND ORDINANCES:

RESOLUTION NO. 672 – A RESOLUTION OF THE CITY OF MILFORD, NEBRASKA, AUTHORIZING AND DIRECTING THE SALE OF REAL PROPERTY OWNED BY THE CITY, AND SETTING FORTH CERTAIN TERMS AND CONDITIONS RELATED THERETO. Mayor Kelley gave a brief summary of events which led to the discussion of selling the property. The unbuildable lot was purchased by the Kiwanis Club through the City of Milford at the time the NDOR reconstructed Hwy 6 and the 1st Street entrance into the business district. The lot has been the home of the Milford Welcome Sign and flowers for years. Owner of Subway Motors, Rod Hoppe mowed the lot as part of maintaining his property until it burned. When he sold his lot, he no longer has the need or desire to continue mowing it. Kiwanis asked the city to pick up mowing the property as they did not have the manpower to do so. Adjacent property owners Russ and Brenda Plessel were interested in purchasing the lot to expand parking for their business. They made an offer to the Mayor and Governing Board to purchase the lot for \$800.00. Attorney Aerts explained that property valued under \$5,000.00 requires a resolution with terms to be posted for 7 days after council approval before the property can be sold. Hence the following resolution:

RESOLUTION NO. 672

A RESOLUTION OF THE CITY OF MILFORD, NEBRASKA, AUTHORIZING AND DIRECTING THE SALE OF REAL PROPERTY OWNED BY THE CITY, AND SETTING FORTH CERTAIN TERMS AND CONDITIONS RELATED THERETO.

WHEREAS, the City of Milford, Nebraska (the “City”) owns a tract of certain real property located within the City of Milford, Seward County, Nebraska, which tract is known as Seward County Assessor Parcel ID 800063236, and is more particular described as follows (herein the “Property”):

All of Lots 17 through 21 in Block N of Davison and Culvers Subdivision, the easterly 7 feet of Elm Street along said Lots, and Tax Lot 141, to the town of Milford, in Section 2, Township 9 North, Range 3 East of the Sixth Principal Meridian, Seward County, Nebraska, containing 18,557.00 square feet, more or less; and

WHEREAS, the total fair market of the Property is less than Five Thousand Dollars (\$5,000.00); and

WHEREAS, the City’s “Welcome to Milford” sign is located on the Property (the “Welcome Sign”), and the Property is further used for other related landscaping purposes that enhance the beautification of the City and contribute to the general wellbeing and public interest; and

WHEREAS, the City desires, through this resolution, to authorize and direct the sale of the Property pursuant to Neb. Rev. Stat. § 17-503 and § 17-503.01 and

Milford City Code § 8-103, as amended, and in accordance with such other terms and conditions as set forth herein.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MILFORD, SEWARD COUNTY, NEBRASKA, that the City authorizes and directs the sale of the Property, as follows:

Section 1. The City finds and determines that the total fair market of the Property is less than Five Thousand Dollars (\$5,000.00), such that the procedures and requirements set forth in Milford City Code § 8-103(10) shall apply to the sale of the Property.

Section 2. The Property shall be sold pursuant to the following terms and conditions:

- 1) In accordance with the notice requirements set forth below, as such other terms and conditions as set forth herein, the City Council hereby directs that the Property shall be sold to MAJESTIC HAIR DESIGN, LLC, a Nebraska limited liability company (the "Purchaser"), the principals of which are Russ Plessel and Brenda Plessel.
- 2) The purchase price for the sale of the Property to the Purchaser shall be **EIGHT HUNDRED AND NO/100 DOLLARS (\$800.00)**, and the Purchaser shall be responsible for all costs associated with the closing on the sale of the Property, including but not necessarily limited to, all costs associated with any title insurance policy (if any), closing agent fees (if any), documentary stamp taxes (if any), and costs of recording the deed conveying the Property to the Purchaser. For avoidance of any doubt, Purchaser shall further be responsible for reimbursing the City for one-half (1/2) of all legal fees that the City incurs as a result of this sale transaction, including related to the City Attorney's work preparing and negotiating the Real Estate Purchase Agreement with the Purchaser on behalf of the City, and consummating the closing of the sale.
- 3) The sale of the Property shall be further subject to and conditioned upon the following restrictions and conditions (the "Restrictions"), the specific terms and conditions of which shall be mutually determined and agreed to through further negotiation between the City and the Purchaser and memorialized in the written Purchase Agreement (as hereafter defined):
 - a. A permanent easement in favor of the City on, over, and across the Property for the purpose of maintaining the Welcome Sign on the Property and reasonable ingress and egress thereto for the City and its designated agents and/or contractors.
 - b. An easement in favor of the Kiwanis Club of Milford, Nebraska, a Nebraska nonprofit corporation (the "Kiwanis Club") over and across the Property for the purposes of maintaining and accessing the Welcome Sign and related landscaping on the Property such as planting flowers and other landscaping near the Welcome Sign.
 - c. A continuing post-closing covenant and obligation by the Purchaser of the Property to maintain the Welcome Sign and related landscaping on the Property if the Kiwanis Club should ever discontinue or fail to maintain the same.

- d. Such other terms and conditions as may reasonably be requested by the City, together with such other customary terms and conditions of closing for the sale of real property in Seward County, Nebraska, except as otherwise explicitly modified herein.
- 4) Final sale of the Property is fully contingent on the City and Purchaser entering into a written purchase agreement (the "Purchase Agreement") for sale of the Property, which at a minimum, such Purchase Agreement shall contain and provide for implementation of the Restrictions and other terms, conditions, and understandings as set forth in this Resolution.

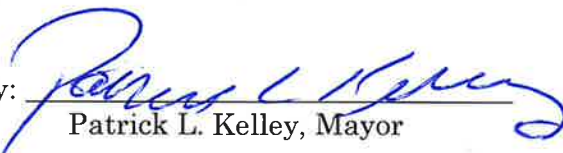
Section 3. Pursuant to Neb. Rev. Stat. § 17-503.01 and Milford City Code § 8-103(10), following the passage of this Resolution, notice of the sale of the Property shall be posted in three (3) prominent places within the City for a period of not less than seven (7) days prior to the sale of the Property. The notice shall give a general description of the Property offered for sale and state the terms and conditions of the sale.

Section 4. The sale of the Property shall be confirmed by the City Council at a subsequent meeting through the passage of an ordinance stating the name of the purchaser and terms of the sale.

Roll call vote: Bauer yes, Parks yes, DeLong no, Freeman yes. Motion carried.

PASSED AND APPROVED THIS 6th DAY OF MAY, 2025.

CITY OF MILFORD, NEBRASKA

By: 
Patrick L. Kelley, Mayor

ATTEST:


Jeanne Hoggins, City Clerk



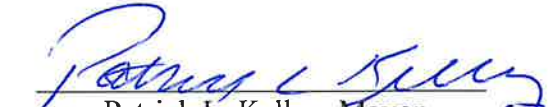
ORDINANCE NO. 984 - AN ORDINANCE RELATING TO A CABLE TELEVISION SYSTEM AND SERVICES IN THE CITY OF MILFORD, IN THE COUNTY OF SEWARD, IN THE STATE OF NEBRASKA, GRANTING AND RENEWING A NON-EXCLUSIVE FRANCHISE TO ZITO MIDWEST, LLC, TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE TELEVISION SYSTEM AND SERVICE WITHIN THE AREA OF THE CITY OF MILFORD, NEBRASKA
A motion was made by DeLong and seconded by Bauer to approve Ordinance No. 984.

A motion was made by DeLong and seconded by Bauer to suspend the rules to waive the three readings. Roll call vote: DeLong yes, Bauer yes, Freeman yes, Parks yes. Motion carried.

Roll call vote on the original motion: DeLong yes, Bauer yes, Freeman yes, Parks yes. Motion carried.

ADJOURNMENT: A motion was made by Parks and seconded by Freeman to adjourn the meeting. Roll call vote: Parks yes, Freeman yes, Bauer yes, DeLong yes. Motion carried and meeting adjourned at 8:59 pm.


Jeanne Hoggins, City Clerk


Patrick L. Kelley, Mayor

CERTIFICATION

I, the undersigned, City Clerk of the City of Milford, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on May 6, 2025 that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes from which the foregoing proceedings have been extracted were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.




Jeanne Hoggins, City Clerk

MONTHLY REPORTS FOR MAY 6, 2025, MEETING

BAUER

April Fire/EMS Report.

EMS

19 total calls:

2 Accidents

17 medical

0 mutual aid

Fire

6 total calls:

3-Mutual aid (1-Structure Fire, 1-Wild Land Fire, 1-Vehicle Fire)

1-Grass Fire

1-Unauthorized Burn Pile

1-Storm Spotting Activation

PARKS

Cemetery

No new news, meeting was rescheduled do to no quorum.

Recreation

It was proposed to Dan Schweitzer to have Bo Kinnett lay the carpet for the batting cages. Dan said he would pay for the materials and labor.

Nothing new from the other boards.

TESELLE: Maintenance Report – April 2025

Water:

Water testing.

Working with JEO water main replacement.

K2 will be back around to do warranty work. Have done a inspection and a list with JEO.

Water testing and reports being completed for April deadlines.

New company hired for water tower inspection. Past inspector couldn't be available in the time needed.

Flushing boxes put out on system to help with discolored water.

Meter repairs, replacements, readings and shut offs.

Sewer:

Sewer jet repairs are being done. Works but froze a gage while out in cold weather unplugging sewer.

SCADA repairs continue from the storm. Few hidden problems from the voltage surges.

Parks:

Trash pickup done once a week. Will increase soon due to usage.

Dirt work and old concrete bases have been removed.

Green thumb is helping keep up swing and grounds till staffing increases.

Nebraska sod has been contacted for park bids.
Sprinkler Guy is lined up for repairs to be done in the park.
Bathrooms and sprinklers are running in parks and city buildings.
Ball Fields and Soccer field lining and maintenance has begun.
Mowing has started. Have had some mower break downs. Repairs have been completed and are in the works.
Cleanup day and at Welch Park went well. Tarps are up over the bleachers.
Soccer goals are together. Having some issue getting the nets on them. But got it figured out.

Streets:

Tree limb pic ups done multiple times in April.
Highway project punch list items will be taken care of in soon. Sprinkler lines will be repainted as well.
Many street repair and storm drain repairs have been done.
Highway signage application was turned in. They are looking into the paperwork. Two calls have been made to follow up on these.

Pool:

New swing gate Replacement is scheduled
Floor drains covers are here.
Water line repair has been finished. For practice field watering.
New line ran to wading pool to keep it from running through the water softener.
Deck trip areas are being patched up temp fix.
Sprinkler repairs and start up done.
Blasting off paint and caulking remove started.
Bathrooms and showers repaired.
Motor inspections scheduled. In hopes prolong its life. Startup has been a problem in past years.

Cemetery:

Mowing has begun.
Limb pickup continues.
Graves have been filled and will be leveled off by Mormoial day.
Grave and head stones makings done this month.

We take the recycling trailer in twice a week. If not. People stack items on the ground.

HOGGINS: *Sales tax received for the month of February 2025 in the amount of \$18,293.34. *NPPD lease payment for March 2025 received in the amount of \$14,476.99. *Gaming Account balance as of 5/2/25, \$43,652.20. *JEO Project Status Report through 4/28/25. *Allo first quarter 2025 franchise fee received in the amount of \$705.64.

ORDINANCE NO. 984

AN ORDINANCE RELATING TO A CABLE TELEVISION SYSTEM AND SERVICES IN THE CITY OF MILFORD, IN THE COUNTY OF SEWARD, IN THE STATE OF NEBRASKA, GRANTING AND RENEWING A NON-EXCLUSIVE FRANCHISE TO ZITO MIDWEST, LLC, TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE TELEVISION SYSTEM AND SERVICE WITHIN THE AREA OF THE CITY OF MILFORD, NEBRASKA.

WHEREAS, Zito Midwest, LLC, is the successor-in-interest to Galaxy Cable Inc. d/b/a Galaxy Cablevision; and

WHEREAS, Zito Midwest, LLC currently holds a non-exclusive franchise to operate a cable television system within the City of Milford, Nebraska, under franchise Ordinance #644 adopted by the City Council on June 5, 1995, as thereafter assigned; and

WHEREAS, the term of the franchise granted under Ordinance #644 was extended for a period of fifteen (15) years pursuant to Ordinance No. 792 adopted by the City Council on July 3, 2007, and consequently, the franchise is scheduled to expire on May 20, 2025; and

WHEREAS, Zito Midwest, LLC, has requested that the City of Milford renew the franchise to operate the cable television system within the City for an additional fifteen (15) years upon such terms and conditions as further set forth herein; and

WHEREAS, the grant or renewal of a non-exclusive franchise requires submission to and approval by the City Council; and

WHEREAS, the management of telecommunication systems within the right of way of the City is necessary to preserve and protect the health, safety and welfare of City residents and is important in providing economic benefits within the City; and

WHEREAS, the City Council finds that the franchise terms and conditions contained in this Ordinance are in the public interest.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MILFORD, NEBRASKA, AS FOLLOWS:

1. Authority. This Ordinance is passed and approved by the City Council of the City of Milford, Nebraska, hereinafter "City," and enacted pursuant to the laws of the State of Nebraska.

2. Franchise Grant. Pursuant to law, a non-exclusive franchise is granted to Zito Midwest, LLC, hereinafter "Grantee," to construct, own, and operate a cable television system in the City of Milford, Nebraska. This non-exclusive franchise is granted for a period of fifteen (15) years, said period to end May 20, 2040. This franchise shall vest all the rights, privileges, and immunities of a cable system with Zito Midwest, LLC; however,

this franchise shall be subject to and conditional upon all the terms, conditions, duties, and obligations established by the Federal Communications Commission and this Ordinance.

3. Rights Conferred by Franchise.

a) This Ordinance confers upon the Grantee the non-exclusive rights, authority, power and franchise to establish, construct, acquire, own, operate, and maintain a cable television system to engage in the business of transmitting, retransmitting and distributing voice, video, and data signals to subscribers for hire by means of coaxial cable systems or otherwise within the City of Milford, Nebraska, and to render, furnish and sell such service to the inhabitants of the City and its environs, and to use and occupy the streets and other public places within the designated limits of the City as the same now exists or may hereafter exist for its cable system, including the right to enter and construct, erect, locate, relocate, repair, and rebuild, in, on, under, along, over and across the streets, alleys, avenues, parkway, lanes, bridges, and to make use of all land dedicated or acquired for public use and locations approved by the City Engineer, and other public places in the City, for all towers, poles, cables, amplifiers, conduits and other facilities owned, leased, or otherwise used by Grantee for the furnishing of cable service within the City during the continuance of the franchise hereby granted, and in accordance with the laws, statutes, ordinances, rules and regulations of the United States, the Federal Communications Commission (FCC), the State of Nebraska, the County of Seward and the City of Milford, Nebraska.

b) The poles for the Grantee's distribution system shall be those erected and maintained by anyone authorized to maintain poles in the streets or public ways when and where practicable. It is contemplated that reasonable standard pole attachment agreements will be entered into with non-municipal utilities as required by Zito Midwest, LLC. Grantee is specifically granted the right to set its own poles in the event reasonable joint use is not possible or feasible. In any areas where electric or telephone utilities are underground and in any new sub-divisions or new additions where said utilities are underground, the Grantee will lay its cable underground.

c) The City reserves the right of reasonable regulation of the erection, construction or installation of any facilities by the Grantee and to reasonably designate where such facilities are to be placed within the public ways and places.

d) Notwithstanding anything to the contrary herein contained, the City reserves the right to construct or permit to be constructed cables, electric conduits, water, sewer, storm-water drainage system, gas or other pipelines and to do or permit to be done any underground work deemed necessary and proper by the City, along, across, over or under all rights of way within the City limits. The City agrees to indemnify, defend, and hold Grantee harmless from any and all liability, damages, claims, fines, demands, and penalties that may arise of City's construction or maintenance work performed within the City right of way and to compensate Grantee for any damage caused by the City or its contractors to the Grantee's lines or equipment installed within the City right of way;

provided, however, in no event shall the City be liable to Grantee for any indemnification or damage done to the Grantee's lines or equipment if such damages was not caused by the City's actionable negligence or willful misconduct, or if Grantee failed to utilize and/or provide notice to Nebraska's "One-Call Notification System" when installing such Grantee-owned equipment and lines within the City right of way.

e) Any rights, privileges, and authority granted to Grantee under this franchise are subject to the legitimate rights of the police power of the City to adopt and enforce general ordinances necessary to protect the safety and welfare of the public, and nothing in this Ordinance or under the franchise excuses the Grantee from its obligation to comply with all applicable laws enacted by the City pursuant to such police power. Any conflict between the terms or conditions of this Ordinance and any other present or future exercise of the City's police powers will be resolved in favor of the exercise of the City's police power.

4. Installation of Cable System.

a) The installation of the cable system shall be in accordance with the requirements of the National Electric Safety Code, and all applicable rules and regulations of the Federal Communications Commission.

b) Upon providing no less than seventy-two (72) hours advance notice to the City, the Grantee, at its expense, shall have the authority to trim trees upon and overhanging streets, alley, sidewalks, and public places of the City so as to prevent the branches of such trees from coming in contact with the wires and cables of Grantee.

c) The Grantee shall at its expense, protect, support, temporarily disconnect, relocate or remove any property of the Grantee located upon streets, rights of way and easements of the City, when required by the City because of traffic conditions, public safety, street vacation, street construction, change or establishment of street grade, installation of sewers, drains, water pipes, municipal power lines, and tracks or any other type of structure or improvement by the City on City facilities.

d) Any pavements, sidewalks, or curbing taken up by Grantee, and any and all excavation made by Grantee shall be done only after no less than seventy-two (72) hours advance notice to City, and shall be done in such a manner so as to cause the least reasonable inconvenience to the inhabitants to the City and to the general public. All repairs and replacements shall be made at the expense of the Grantee, with all reasonable speed, leaving such disturbed areas in as good condition as existed prior to any such taking up or excavation.

e) For avoidance of a doubt, the franchise granted herein does not include, and is not a substitute for any other permit, agreement, or other authorization required by the City, including without limitation, permits required in connection with construction activities in any right of way within the City, which must be administratively approved by the City.

5. Relocation of Property. The Grantee, at the request of any person holding a permit issued by the City, shall temporarily remove, raise or lower its wires or cables to permit the moving of buildings or equipment. The expense of such temporary removal, raising or lowering shall be paid by the person requesting the same, and the Grantee may require such payment in advance. The Grantee shall be given not less than seventy-two (72) hours advance notice for such temporary wire or cable change. The charge by the Grantee for such re-location shall not exceed Grantee's cost, and in any event shall not be more than a reasonable sum for such services.

6. Rates and Charges. The Grantee shall have the authority to promulgate such rules, regulations, terms and conditions of its business as shall be reasonably necessary to enable the Grantee to exercise its rights and perform its services under this franchise and to assure an uninterrupted service to each and all of its customers.

7. Indemnification. The Grantee agrees to indemnify, defend, and hold and save said City harmless from any and against all liability, damages, claims, fines, demands, and penalties that may arise out of the construction, maintenance, operations or use of Grantee's system and works and the provision of cable television services and any other operations or services pursuant to this franchise. The Grantee agrees to provide and keep in force adequate liability insurance therefore, to the extent of bodily injury limits of \$1,000,000/\$5,000,000 and of property damage limit of \$1,000,000/\$5,000,000, naming the City as an additional insured, as its interest may appear. Grantee shall also provide and maintain insurance under a Broad Form Automobile Policy, with \$1,000,000/\$5,000,000 coverage limits and Workmen's Compensation insurance with Nebraska statutory limits. All insurance shall be issued by a company authorized to do business in the State of Nebraska, and shall be provided before the Grantee, its successors and assigns thereof, shall commence the construction or other operations mentioned in this section. The City shall notify the Grantee's representative or employee in the City, if any, within ten (10) days after presentation of any demand or claim that may arise, whether by suit or otherwise, against the City. Grantee shall maintain on file with the City Clerk at all times a current certificate of insurance. All insurance policies shall, if possible, provide for not less than thirty (30) days-notice of cancellation. The policies mentioned herein shall name the City, along with its officers, boards, commissions, agents and employees, as additional insureds.

Administration of this Ordinance may not be construed to create the basis for any liability on the part of the City, its elected officials, officers, employees, servant, agents, and representatives for any injury or damage from the failure of the Grantee to comply with the provisions of this franchise; by reason of any plan, schedule or specification review, inspection, notice and order, permission, or other approval or consent by the City; for any action or inaction thereof authorized or done in connection with the implementation or enforcement of this Ordinance by the City; or for the accuracy of plans submitted to the City.

8. Payment to the City. In consideration of the rights, privileges, and franchise hereby granted, and as compensation to the City for the use of its public ways and places by the Grantee, and to properly regulate the activities of Grantee, the Grantee shall, on or before the last day of January and the last day of July of each year to which this franchise is effective, pay to the City a sum equal to five (5) percent of the basic subscriber revenues for cable television service within the then existing corporate limits of the City for the preceding six-month period ending on the last day of December and the last day of June respectively, the accuracy of the computation and correctness of the report which shall accompany payment. Grantee shall keep books and records pursuant to established practices using generally accepted auditing procedures. Should the maximum franchise fee a franchising authority may legally collect from a cable operator become greater than five (5) percent during the term of this franchise, then the City may by ordinance amend this section and increase the above payment to equal the new maximum franchise fee.

9. Customer Service. Grantee shall maintain a "1-800" toll free telephone number whereby residents of the City may leave requests for service, repairs or adjustments, and leave other messages or complaints, with the Grantee at any time during normal business hours, all without any toll charges to any resident or customer.

10. Service to Public Buildings. If an existing distribution or trunk cable passes through the immediate area, the Grantee shall provide one (1) internet account on the request of and at no cost to the City to one (1) site as may be requested by the City from time to time, if serviceable.

11. Enforcement and Revocation Proceedings.

11.1. Notice of Violation or Default and Opportunity to Cure. In the event the City believes that the Grantee has not complied with the material terms of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged non-compliance or default.

11.1.1. Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from the receipt of the City's written notice: (A) to respond to the City, contesting the assertion of non-compliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that the cure will be completed.

11.1.2. Public Hearings. In the event the Grantee fails to respond to the City's notice or in the event that the alleged default is not remedied within thirty (30) days or the date projected by the Grantee, the City shall schedule a public hearing to investigate the default. Such public hearing shall be held at the next regularly scheduled meeting of the City Council. The City shall notify the Grantee in writing of the time and place of such meeting and provide the Grantee with a reasonable opportunity to be heard.

11.1.3. Enforcement. Subject to applicable federal and state law, in the event the City, after such public hearing, determines that the Grantee is in substantial

default of any material provision of the Franchise, the City may initiate revocation proceedings in accordance with the following:

(a) The City shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of non-compliance by the Grantee, including two or more instances of substantial non-compliance with a material provision of the Franchise. The notice shall set forth with specificity the exact nature of the non-compliance. The Grantee shall have thirty (30) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the City has not received a response from the Grantee or upon receipt of the response does not agree that the allegations of non-compliance have been or will be resolved, it may then seek revocation of the Franchise at a public hearing. The City shall cause to be served upon the Grantee, at least fifteen (15) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request revocation of the Franchise.

(b) At the designated public hearing, the City shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, in accordance with the standards of a fair hearing applicable to administrative hearings in the State of Nebraska, after which it shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the City shall be in writing and shall be delivered to the Grantee by certified mail. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the City "de novo" and to modify or reverse such decision as justice may require.

11.2. Technical Violation. The City agrees that it is not its intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for so-called "technical" breach(es) or violation(s) of the Franchise, which shall include, but not be limited, to the following:

11.2.1. in instances or for matters where a violation or a breach of the Franchise by the Grantee was good faith error that resulted in no or minimal negative impact on the Customers within the Franchise Area; or

11.2.2. where there existed circumstances reasonably beyond the control of the Grantee and which precipitated a violation by the Grantee of the Franchise, or which were deemed to have prevented the Grantee from complying with a term or condition of the Franchise.

11.3 No Removal of System. Grantee shall not be required to remove its Cable System or to sell the Cable System, or any portion thereof as a result of revocation, denial of renewal, or any other lawful action to forbid or disallow Licensee from providing Cable Service, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act, or any portion thereof [47 U.S.C. §621 (b)].

12. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, work delays caused by waiting for utility providers to service or monitor their utility poles to which the Grantee's Cable System is attached; unavailability of materials and/or qualified labor to perform the work necessary; acts of God; acts of public enemies, including terrorist attacks; orders of any kind of the government of the United States of America, the State of Nebraska, or the State of Nebraska or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots; labor strikes; pandemics; epidemics; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; explosions; unavailability of materials or equipment; partial or entire failure of utilities; or any other act outside the control of Grantee. Furthermore, the parties hereby agree that it is not the City's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance would result in practical difficulties and hardship to the Grantee which outweigh the benefit to be derived by the City and/or Subscribers.

13. Assignment. Except for a mortgage or assignment to secure a loan to construct and operate said system, and transfer to an affiliate or entity controlling, controlled by or under the same common control as Grantee, Grantee shall not sell, lease, sublet, or transfer its System and the privileges granted herein without written approval of the City.

14. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held illegal, invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The City declares that it would have passed this Ordinance and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared illegal, invalid, or unconstitutional. The invalidity of any portions of this Ordinance shall not abate, reduce or otherwise affect any consideration or other obligation required by Grantee by the franchise granted hereunder.

15. Plat of System. Upon request, Grantee shall file with the City and obtain approval thereof, a proper map showing and describing the exact location or proposal location of all its facilities within the City streets, alleys and public ways.

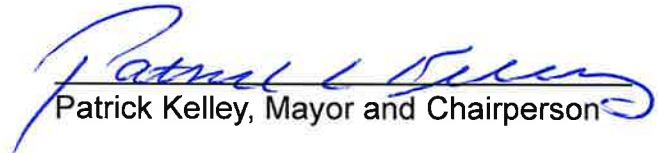
16. Complete Agreement. All ordinances and parts of ordinances in conflict herewith are hereby repealed as of the effective date of this Ordinance, excluding however all public utility franchises heretofore granted to public utilities, including utilities regulated by the Public Utility Commission.

17. Effective Date. This Ordinance shall take effect from and after its passage, adoption, and publication in the official City newspaper.

18. Renewal. The renewal procedures shall be governed by the applicable sections of the Cable Communications Policy Act of 1984 and the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996.

19. No Discrimination. Grantee agrees and covenants for itself, its successors and assigns that as long as this franchise remains in effect, it will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Grantee's providing access to its services under the franchise. Grantee has and will comply with all applicable federal, state and local laws related to the Project.

6th Adopted and approved by the City Council of the City of Milford, Nebraska, on the day of May, 2025.


Patrick Kelley, Mayor and Chairperson


ATTEST: City Clerk

