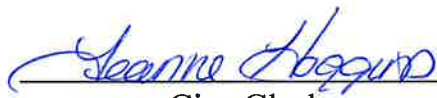


CITY OF MILFORD
Milford, Nebraska 68405

NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that Public Hearings will be held at the meeting of the Planning & Zoning Commission of the City of Milford, Nebraska at 7:00 P.M. on Wednesday, September 16, 2026, at the City Hall Office, 402 1st Street and at the City Council meeting of the City of Milford, Nebraska at 7:00 pm on Tuesday, October 6, 2026 at the City Hall Office, 402 1st St., Milford, which meetings will be open to the public. The public hearings will be held for the following reasons: To hear testimony in favor of, or opposition to, and to answer questions in relation to "Oswald Addition" a replat of all of Lot 1, the east 30' of Lot 2, the east 80' of Lot 8 and the vacated alley adjacent thereto, Block 14, Original Town, City of Milford, Seward County, NE. An agenda for such meeting kept continuously current, is available for public inspection at the office of the City Clerk at the City Hall.


City Clerk

Publication date: September 2, 2026

(Not part of Notice)

I certify that the above notice was posted by me in four public places in the City of Milford, NE as follows:

City Hall Office
U.S. Post Office
Milford Sr. Center
Farmers & Merchants Bank

by 2:00 pm on Wednesday, September 2, 2026.


City Clerk



212057



CITY OF MILFORD, NEBRASKA
COUNCIL AGENDA

TUESDAY, OCTOBER 6, 2026, 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: September 1 and September 22, 2026
- b. Approve Claims by Auditing Committee
- c. Approve Treasurer's Report for August 2026 by Auditing Committee
- d. Reports/Communications filed by Governing Board and City personnel.
- e. Approve Heather Muller as Coed Volleyball Coordinator for 2026-2027.

212061

5. PUBLIC HEARING:

Public Hearing to hear testimony in favor of, or opposition to, and to answer questions in relation to "Oswald Addition" a replat of all of Lot 1, the east 30' of Lot 2, the east 80' of Lot 8 and the vacated alley adjacent thereto, Block 14, Original Town, City of Milford, Seward County, NE.

6. PRESENTATION:

Seward Blue River Historical District: Preserve Seward County's History with a Tax Levy of .001 on every \$100 request at the November election.

7. CURRENT BUSINESS:

- a. SCCDP Annual Report
 - i. Consider SCCDP Funding Agreement request for 2026-2027
 - ii. Consider SCCDP Annual Membership Agreement for 2026-2027
- b. Consider recommendation from the Planning Commission on "Oswald Addition" a replat of all of Lot 1, the east 30' of Lot 2, the east 80' of Lot 8 and the vacated alley adjacent thereto, Block 14, Original Town, City of Milford, Seward County, NE.
- c. Consider Scope of Services for the Lead Service Line Support – Lead and Copper Rule Improvements and Rule Revisions.
- d. Consider Memorandum of Agreement among Southeast Community College, City of Milford and Nebraska Public Power District regarding the transfer of certain electrical distribution facilities.
- e. Consider hiring full-time employee for the maintenance department and set wage.
- f. Consider Interlocal Agreement #2 for Cooperative Public Safety Software, Hardware, and Related Services by and among the Counties of Butler, Saline, Seward, York, and Fillmore and the Cities of Milford, York, Seward, Crete and David City.

8. ADJOURNMENT

CITY OF MILFORD
REGULAR MEETING
OCTOBER 6, 2026
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 October 2026 at 7:00 pm. Present were: Mayor Patrick Kelley; Council members: Dustin Bauer, Tony DeLong, Becky Freeman, Dainton Parks, Attorney Anthony Aerts, City Clerk Jeanne Hoggins, Maintenance Supt. Gary TeSelle. Also present: Wayne Stohlmann, Dan Gregory, Jon Kisby, Misty Ahmic, Megan Eckles, Pat Coldiron, Steve Hambek, Megan Forbes, Alex & Allissa Gurnsey, Pete Jardee.

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 on the table along the east 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. Mayor Kelley opened the public hearing comment section at 7:02 pm.

Megan Eckles, Seward County Emergency Manager wanted to come tonight and explain the flooding event we had the September 29th through October 4th. NEMA will be touring our area, including Milford, tomorrow. They'll be here to do a preliminary damage assessment. I do have information regarding damage to your South Park. Your totals are about \$6500. We don't know until President Trump declares the disaster. We aren't sure what might get paid. The more information we can give them, the bigger our story is going to be, including private infrastructure, homes that had flooding, businesses that had flooding. There may be some SBA funds available for Small Business Administration, but to my knowledge, the only thing that Milford has is the park. I'm going to give Jeanne a statement that she can put on her Facebook page. We need to collect information on things like water in the basements, cost estimates to fix that. Was there any HVAC damaged? That is going to be more expensive and people's HVAC are in their basements. Also, do you have insurance? Also, information on damages to crops. Did the churches or schools have any damages? Things like that. NEMA will pick out what is going to be qualified, but it helps develop an impact statement. Megan asked for questions.

Mayor Kelley asked if our one mile ETJ falls into the scope or is it just the city limits? Megan stated, yes the ETJ is part of the scope. The board thanked Megan for the update.

2/207/

Alex Gurnsey, 301 1st St., lived there approximately 6 years and have been in town many more. This is a question to Mr. Kelley. When you were running for mayor, one of your platforms was that you would be approachable and reachable. I have had some issues here in this last month. I've sent you emails. I've relayed messages to have you give me a call. I found out a week after I was trying to get a hold of you there's a form you have to fill out. The more barriers you put between the people on that side of the desk and the people on this side of the desk, the more you alienate the people who put you into office. I guess my question to you is: Do you feel like that is suitable, as the mayor, to add a bunch of hoops for people to go through to talk to their elected officials?

Mayor Kelley – You are allowed to talk during the public comment section of the agenda. As it relates to getting into a back and forth, I'm not going to entertain that this evening. I am aware of your situation, and we put you in place with the people knowledgeable of the situation. We lean on these individuals to answer these questions. We got you the information as it was readily available. We sent you a certified letter explaining the process in which you need to move forward. The situation needs to be addressed by a different board, not the council.

Alex Gurnsey – So you know what I was going to be talking to you about, even though you didn't answer an email or take the time to actually communicate with me at your convenience.

Mayor Kelley – I am aware of the situation.

Alex Gurnsey – But you don't know what I was going to communicate with you. You don't know what I was coming to you about and that is frustrating from someone who lives in this town, who has to put up with a lot of things in this community that I may or may not agree with.

Mayor Kelley – my understanding of the situation was there was a lot of frustration, especially early. I like to work through things when cooler heads can prevail. If you're looking to have outside conversation differently than what your property line is or your fence situation, I can make myself available to you. Regarding the fence and property lines a certified letter was sent to you explaining the process.

Allissa Gurnsey, 301 1st St.: My question is: You had stated that you don't know all of your city ordinances, you literally have to sign off knowing and researching all of them, so you should know your ordinances. Secondly, there's multiple city violations next door to me that the building inspector has completely disregarded. She stated the Building Inspector threatened her if she did not follow through with the information he provided. You cannot operate off of belief, belief is not fact. State Statute says you cannot remove a fence without an agreement between parties. The building inspector allowed the neighbor to remove the fence on belief that he knows where the property line was. Now she is missing part of her fence. There is belief vs knowledge.

Mayor Kelley noted the 3-minute allowance and thanked her. Public comment section closed at 7:18 pm.

REPORTS/COMMUNICATIONS: Written reports received: Sr. Center minutes from September 16, 2026 meetings. SSCSWMA minutes from June 25, 2026 meeting. Milford Police Dept. Activity Report for September 2026. Planning Commission minutes from September 16, 2026.

CONSENT AGENDA: Mayor Kelley read the Consent Agenda:

- a. Approve Minutes: September 1 and September 22, 2026
- b. Approval of Claims: Accounts Payable - \$308,114.73; Payroll - \$50,164.46; Totaling \$358,279.19 by the Auditing Committee.
- c. Approve Treasurer's Report for August 2026 by Auditing Committee
- d. Reports/Communications filed by Governing Board and City Personnel.

e. Approve Heather Muller as Coed Volleyball Coordinator for 2026-2027.

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

SALARIES:

8893	Dustin Bauer	138.52
8894	Waylon DeLong	138.52
8895	Becky Freeman	138.52
8896	Patrick Kelley	184.70
8897	Dainton Parks	138.52
8898	Craig Carritt	23.17
8899	Kelly Deeks	1980.95
8900	Mavis Ferris	92.67
8901	Nelson Girmus	147.88
8902	Jeanne Hoggins	1804.61
8903	Ardella Huber	1194.00
8904	Darrin Kremer	2188.04
8905	Mystique Lauer	1293.86
8906	George Matzen	783.10
8907	Floyd Nitzsche	593.49
8908	Whitney Parks	1291.82
8909	Katherine Pauley	263.20
8910	Michelle Richards	197.40
8911	Dominic Rocolé	1492.53
8912	Jordan Schachtschabel	1780.85
8913	Jessica Swanson	575.90
8914	Gary TeSelle	1333.14
8915	Wallace Wilkins III	1390.32
8916	Craig Carritt	23.17
8917	Kelly Deeks	2174.99
8918	Mavis Ferris	113.27
8919	Jacob Hlavac	309.83
8920	Jeanne Hoggins	1804.61
8921	Ardella Huber	1179.28
8922	Darrin Kremer	2188.04
8923	Mystique Lauer	1237.93
8924	George Matzen	794.50
8925	Floyd Nitzsche	283.97
8926	Whitney Parks	1184.24
8927	Katherine Pauley	207.79
8928	Michelle Richards	238.96
8929	Dominic Rocolé	1450.79
8930	Klaus Schachtschabel	2034.58
8931	Jessica Swanson	572.11
8932	Gary TeSelle	1333.14
8933	Jonathan West	205.17
8934	Wallace Wilkins III	1282.87

GENERAL FUND:

IRS	PAYROLL FED W/H 9.1.26	122.44
500837 OMNIFY BENEFITS	HAS PMT 9.8.26	790.00

2/2073

	IRS	PAYROLL FED W/H 9.8.26	5,354.58
	NE DEPT OF REVENUE	STATE W/H 9.8.26	679.30
	JOHN HANCOCK	PENSION 9.8.26	2,909.67
500838	911 CUSTOM	3 FLASHLIGHTS	189.00
500839	ALLO COMMUNICATIONS	PHONE/INTERNET 8/24/26	706.27
500840	APPLIED CONCEPTS, INC	1/2 RADAR UNIT 2	2,303.00
500841	BENCHMARK GOVT SOLUTIONS	MEALS FOR ACADEMY KD#43	409.30
500842	BLACK HILLS ENERGY	BILLING 8/5-9/13	374.67
500843	CANON FINANCIAL SERVICES, INC	COPIER CONTRACT - SPETEMBER	179.95
500844	CARD SERVICE CENTER	24PK YOUTH PRACTICE JERSEYS	47.49
500845	CASH-WA DISTRIBUTING	SOUR CREAM/60CT POTATOES	434.20
500846	DAN NEEMAN	DAN NEEMAN GOLF FUND REFUND	175.00
500847	DAS STATE ACCTG-CENTRAL FINANC	RADIO FEES	99.00
500848	DATAVIZION	SEPT BACK-UP & LICENSING FEE	1,343.50
500849	EAKES OFFICE SOLUTIONS	1 WASTE TONER	24.70
500850	EMC INSURANCE COMPANIES	INSURANCE 26 FORD F150	397.00
500851	FARMERS COOPERATIVE	TIRES FOR UNIT 30	3,939.33
500852	GREAT WESTERN DINING	66 SR CENTER MEAL IN AUG	504.90
500853	GREEN THUMB LAWN SERV. LLC	MOWING SERVICES	4,383.00
500854	HBE LLP	BILLING 26/27 BUDGET	3,160.00
500855	JOHN HANCOCK USA	ADMIN FEES	83.33
500856	KELLY HANEY	YOGA 8/17,19,21,24,26,9/2	160.00
500857	MIDWEST AUTO PARTS	FOGER SERVICE	98.43
500858	MUNICIPAL SUPPLY, INC.	12 3/4 METERS	901.26
500859	NATIONWIDE	NOTARY RENEWAL J. HOGGINS	50.00
500860	NEBRASKA PUBLIC POWER DIST	NPPD BILL 7/25-8/24	7,761.41
500861	OMNIFY BENEFITS	HSA FEES - AUGUST	14.00
500862	ONE CALL CONCEPTS	40 LOCATES WITH DISCOUNT	35.92
500863	OSWALD ELECTRIC	15 AMP GFI	827.18
500864	POWERPLAN	JD 310K PARTS/LABOR	2,057.85
500865	PRINCIPAL LIFE INS	DENTAL VISION POLICY - SEPT	705.11
500866	REMBOLT LUDTKE LLP	LEGAL COUNSEL AUGUST 26	2,500.00
500867	SANDY MEADOWS	2026 GOLF FUNDRAISER	1,344.00
500868	SEILER INSTRUMENT & MANU.	GIS TIME	435.00
500869	SERVI-TECH INC.	WASTE WATER TESTS	140.00
500870	SEWARD COUNTY INDEPENDENT	MEETING NOTICES/HELP WANTED	443.83
500871	TANNER OBORNY	MOSQUITO SPARY	134.44
500872	TVRDY'S LOCK & KEY	LOCKS	236.44
500873	WERGIN'S LAWN SERVICE	SUMMER FERTILIZING	775.00
500874	WINDSTREAM NEBRASKA INC	FIRE ALARM	58.76
500875	CULLIGAN WATER CONDITIONING	COOLER RENT/SERV 9/1-9/30	13.00
500876	FORCE FLOW	SCALE HEAD	2,117.77
500877	JOHN DEERE FINANCIAL	PARTS	164.56
500878	MEYER AUTOMOTIVE	PARTS/LABOR	485.62
500879	NORRIS PUBLIC POWER DIST	WELL 1 NORTH	533.23
500880	OMNIFY BENEFITS	HSA PAYMENT 9.21.26	790.00

	IRS	PAYROLL FED W/H 9.21.26	5,488.67
	NE DEPT OF REVENUE	STATE W/H 9.21.26	734.52
	JOHN HANCOCK	PENSION 9.21.26	2,909.67
500881	GARY TESELLE	P.R. PMT TESELLE UBT	600.00
500883	BEACON ATHLETICS	FOUL POLES/GROUND SLEEVES	7,954.94
500884	BEL-CON REFUSE	POOL TRASH SERVICE	56.00
500885	BLACK HILLS ENERGY	8/5-9/3 BILLING	91.44
500886	BLUE BUCKET WINDWASHING	SEPT 17 CLEANING	90.00
500887	BLUE VALLEY PEST CONTROL	SUMMER BUG SPRAY 2026	100.00
500888	CARD SERVICE CENTER	NOTARY RENEWAL	6,937.41
500889	CULLIGAN WATER COND	WAT DELIVERY, 2 RENTALS	102.45
500890	DOUGLAS SPORTS	POLY-CAP 250' ROLL	3,711.00
500891	FARMERS COOPERATIVE	TRUCK 41 BATTERIES	584.85
500892	FIRST STAR RECYCLING	RECYCLING SERVICE 8/26	501.00
500893	FUELMAN FLEET PROGRAM	FUEL FOR PATROL CARS	298.46
500894	GREAT PLAINS UNIFORMS LLC	1 PANT #43	1,010.05
500895	INGRAM LIBRARY SERVICES	PURCHASE BOOKS	501.66
500896	JEO CONSULTING GROUP, INC.	WATER MAIN REPLACEMENT	2,740.00
500897	KELLY HANEY	MED/ADAP X4; CHAIR YOGA X2	160.00
500898	LINCOLN TENT	REPAIR POOL UMBRELLA	200.00
500899	LINCOLN GLASS CO	FINAL BILL FOR WINDOW REPLACE	5,740.54
500900	MILFORD VOLUNTEER FIRE DEPT.	REIMB DEPT REPLACE WINDOW	5,740.55
500901	NEBRASKA PUBLIC HEALTH	WATER TEST	1,236.00
500902	NEBRASKA SOD CO., INC.	SOD FOR PARK	300.00
500903	OMAHA WORLD HERALD	NEWSPAPER SUB.	698.99
500904	ONE CALL CONCEPTS	40 LOCATES LESS DISCOUNT	35.92
500905	RON OSWALD	4 PACKS OF SALAD	13.48
500906	SHERWIN WILLIAMS CO.	5GAL WHITE PAINT FOR SOCCER	736.20
500907	TCA OUTDOOR POWER	MOWER COVER	89.49
500908	URIBE REFUSE SERVICES, IN	TRASH X 2; RECYCLE X2	86.00
500909	VERIZON WIRELESS-ACCT. 4342	FIRE DEPT PHONE BILL	124.16
500910	VERIZON WIRELESS-ACCT. 7813	SEWER DEPT PHONE BILL	125.17
500911	WESTERN SAFETY	HAWS WATER FOUNTAIN	4,197.88
500912	WINDSTREAM NEBRASKA INC	PHONE ACCT	65.92
500913	UNITED STATES POSTMASTER	OCT POSTAGE FOR SEPT U/B	348.18
	ONE BILLING SOLUTIONS	MONTHLY SERVICE FEE	1,118.72
500915	AFLAC	SEPT. SUPP. INS.	1,055.02
500916	BOBBY GADOURY MUSIC	JAN. 27, 2027 SR.CTR. ENTERTAI	200.00
500917	BOUND TREE (EMERGENCY MED.PROD	EXTRICATION COLLAR/TRAUMA	210.44
500918	CULLIGAN WATER CONDITIONING	COOLER/SOFENER	48.00
500919	DATAVIZION	HPE SERVER,SUPPORT,5 DRIVES	29,256.02
500920	DEARBORN GROUP	10-1-26 FIRE DEPT. INSURANCE	103.20
500921	DERREK YODER	SEPT. FIRE HALL CLEANING	150.00
500922	EMC INSURANCE CO	POLICY 3X62450 OCT/26-2027	103,270.00
500923	FIRST WIRELESS, INC.	BATTERY PACKS,KNOB,ANTENNA,	130.52
500924	GOLDSMITH TREE SERVICE	REMOVAL TREES/STUMPS	15,635.00

500925	GREAT WESTERN DINING	90 SEPT. SR.CTR.MEALS	688.50
500926	HAWKINS INC.	CHEMICALS,CONDITIONER,TUBING	4,253.64
500927	HBE LLP	ADDIT. BUDGET PREPARATION	1,125.00
500928	LEAGUE OF NE MUNICIPALITIES	SEPT. 26 TO AUG. 31,2027 DUES	7,673.00
500929	MARSH & MCLENNAN AGENCY	RENEWALL FIRE DEPT. POLICY	24,962.00
500930	MARSH & MCLENNAN AGENCY	CYBER SECURITY INS.	2,900.00
500931	NIPPON SANSO MATHESON, INC.	BOTTLED GASES	80.91
500932	MEDICA HEALTH PLAN	OCT. HEALTH INS. PREMIUMS	11,215.92
500933	MIDWEST AUTO PARTS	BARRERY'S CAR SCENTS,HITCH PIN	509.25
500934	NEBRASKA PUBLIC POWER DIST	ACCT. ELEC.8-25 TO 9-23	2,421.29
500935	OSWALD ELECTRIC	LABOR CIRCUIT COOLER BALL PARK	144.00
500936	PIZZA KITCHEN	JULY 12,17,29,AUG. 21 SR.MEALS	747.42
500937	PRINCIPAL LIFE INS	OCT. DENTAL/VISION INS.	705.11
500938	SACK LUMBER COMPANY	BATHROOM SOFFIT PANELS/VENT	1,007.76
500939	SEND D	FY27 MEMBERSHIP DUES/HOUSING	2,479.00
500940	T-MOBILE	AUG. 21/SEPT. 20 CELL PHONES	183.15
500941	UNIFIRST CORPORATION	SR.CTR.INV. MOPS,MATS	542.57
500942	WINDSTREAM NEBRASKA INC	POOL 9-19 TO 10-18	260.64
	NE DEPT OF REVENUE	AUGUST SALES TAX	1,715.12
	TOTAL PAYROLL 9.1.26		738.78
	TOTAL PAYROLL 9.8.26		18,426.93
	TOTAL PAYROLL 9.21.26		18,619.24
			358,279.19

PUBLIC HEARING:

Public Hearing to hear testimony in favor of, or opposition to, and to answer questions in relation to "Oswald Addition" a replat of all of Lot 1, the east 30' of Lot 2, the east 80' of Lot 8 and the vacated alley adjacent thereto, Block 14, Original Town, City of Milford, Seward County, NE.

Mayor Kelley opened the public hearing at 7:21 pm. No one was present to share about the replat. With no further comments or questions the public hearing was closed at 7:22 pm.

PRESENTATION:

Seward Blue River Historical District: Preserve Seward County's History with a Tax Levy of .001 on every \$100 request at the November election.

Pat Coldiron noted her appreciation for the opportunity to share the information. She introduced Steve Hambeck who is on the Board of Directors of the organization. This started about 20 years ago when Krieser's wanted to give a log cabin to Seward. It was over 100 years old and full of history. It went to Seward County. A person from Tennessee wanted to honor her great grandfather with a historic marker. Then the Fosler family came to them this summer and wanted to share their 50 years of research about the Blue River cattle drives. What has evolved is more than a story of a log cabin. It's a story of settling eastern Nebraska, and it's a chance to preserve and document our history in eastern Nebraska. And if we can document and preserve this history, and save it, and help share with our children and with visitors that come in, maybe we can do some good. Maybe we can do some good on the one part with education, and on the other part financially. We are a state with only 2 million people. I had guests at Liberty House this week, and they were from Michigan. And I looked up; they have 10 million people. I know that the Blue River Historical District and our Seward Historical Society are not going to bring another 2

million people in, but we've got to start someplace, and we have a wonderful, wonderful history to share. We did start and applied for, and received, a 501 C3, so that this initial endeavor has evolved into a fascinating rediscovery of the Blue River and the Blue River Valley. All the towns except Butler County around us do operate with the assistance of a tax levy, because it is recognized and appreciated and helps to grow your community, and it helps to get people to come in, and it builds a stronger community.

I bet close to \$150,000 has been donated and put into this endeavor. We have a progress report, and it goes out to close to 100 people in Seward County and that really tells the story of the dedication of the volunteers and that they steadfastly and quietly work all the time. We wanted to reach out to more than just 100 people, maybe reach out to the rest of Seward County for the .001. The one cent per \$100 valuation on the property. If your home is worth \$300,000, you would probably only kick in about \$3 a year for this project. What I really want to make clear too is that it's a Nebraska state law that you can't combine two acts like the Historical Society and our Blue River Society District. We can't put that under the same oval on the ballot. When you vote for this little effort to help Seward County, be sure and vote for both of them. We encourage you so much to vote yes because we're all in this together, and if we can make Seward County just a little bit better and get some of these visitors off the interstate. Maybe it'll help us all.

CURRENT BUSINESS:

SCCDP Annual Report:

My name is Megan Forbes. I am new at the Chamber roughly six weeks ago. I am the new Director of Administrative Operations, along with my counterpart Jordan Dietrich, who is not able to join us tonight. He's our new President and CEO. So, thank you so much for the opportunity to speak tonight regarding these items. We're thankful for the ongoing partnership with the member community, and particularly grateful for Councilman Delong's participation and dedication to our board of directors. A couple of brief items on our public sector funding agreement, just to show our compliance. The funding agreement was signed from 10/1/25 to 9/30/26. The city's annual investment was \$13,320, which has been used to support SCCDP operations in accordance with the NE State Statute. The public funds have been segregated into a separate bank account, and those funds have been used only for the purposes of economic development. Moving into this new year, as Jordan and I get our feet under us, we will be focusing on implementing our new two-year strategic plan with three main goals: strengthening the foundation for communities to thrive, enhancing Seward County's identity, and building on organizational success. As we begin implementing this plan, we're looking for opportunities to align those goals with the local priorities in Milford and identify areas where the SCCDP can provide additional value and ongoing support. So far this year, SCCDP has 29 new member businesses, for a total of 242 member businesses. We appreciate our partnership with the Milford Chamber of Commerce, and we look forward to working more closely with Whitney and the rest of the board in many ways to help strengthen the relationship between the SCCDP and the Milford business community, as well as provide assistance wherever we can to advocate for local business and drive economic growth. I brought along a few community guides that we have right now. Milford is featured on page 42, so if you want to share those, I've just got a handful. It details the entire county, and each one of the communities within the county has their own little section, so they're free to keep. We hope you find them to be interesting, informative, and useful for your day-to-day. Staff transitions delayed when we would probably typically be here to present this information. We appreciate your patience as our team has got up to speed. We would like you to consider renewing your support of economic development efforts in Seward County by entering into this new funding agreement and public membership agreement with the SCCDP for this new fiscal year, we

respectfully request that the Milford City Council consider a 3% increase or \$400 in its annual commitment, bringing the total investment to \$13,720. We're grateful for Milford's continued partnership and investment in economic development. Because of this partnership, we've been able to build a stronger foundation for businesses and the communities throughout Seward County. We look forward to continuing our work together this coming year. Thank you.

Consider SCCDP Funding Agreement request for 2026-2027: A motion was made by DeLong and seconded by Parks to approve the 3% increase for the Funding Agreement request from SCCDP for 2026-2027. Roll call vote: DeLong yes, Parks yes, Bauer yes, Freeman yes. Motion carried.

Consider SCCDP Annual Membership Agreement for 2026-2027: A motion was made by DeLong and seconded by Bauer to approve the SCCDP Annual Membership Agreement for 2026-2027. Roll call vote: DeLong yes, Bauer yes, Freeman yes, Parks yes. Motion carried.

Consider recommendation from the Planning Commission on "Oswald Addition" a replat of all of Lot 1, the east 30' of Lot 2, the east 80' of Lot 8 and the vacated alley adjacent thereto, Block 14, Original Town, City of Milford, Seward County, NE.

Attorney Aerts provided information from the packet at the Planning Commission. A full replat was needed, not just an Administrative Plat due to moving the sewer line. An easement was established for the sewer line. If you look at the actual plat that's in your packet, you can see that there's a sanitary sewer line dedicated across a portion of the south lot, and you know the idea there would be that all future buyers would be able to have that record notice that there is that easement dedicated. It's all within the permitted uses of the R2 zone. I think they want to build another house, and that's all permitted. The Planning Commission unanimously recommends approving the replat. There was discussion regarding the vacated alley on the replat. A motion was made by DeLong and seconded by Bauer to approve the recommendation from the Planning Commission on the "Oswald Addition" a replat of all of Lot 1, the east 30' of Lot 2, the east 80' of Lot 8 and the vacated alley adjacent thereto, Block 14, Original Town, City of Milford, Seward County, NE contingent on clarifying the vacated alley portion. (After confirmation from Building Inspector Tim Dworak, the vacated alley issue for this replat, and that denotation on the Replat is referencing a previously vacated alley that had already become part of the adjacent private property ownership. The Council's concern / condition attached to that approval motion is satisfied, and you can move forward with collecting signatures and filing the Replat.) Roll call vote: DeLong yes, Bauer yes, Freeman yes, Parks yes. Motion carried.

Consider Scope of Services for the Lead Service Line Support – Lead and Copper Rule Improvements and Rule Revisions. The city's inventory list was sent to Brooke. The agreement that was submitted redacted 2.1.1 Content for up to three (3) mailings: two letters & one postcard as well as 2.1.3 Website content for City hosted project webpage reducing the cost from \$75,840 to \$59,370. Bauer noted these are two items we actually wanted them to help us with. A motion was made by Bauer and seconded by Freeman to table this item to the next regular meeting. Roll call vote: Bauer yes, Freeman yes, DeLong yes, Parks yes. Motion carried.

Consider Memorandum of Agreement among Southeast Community College, City of Milford and Nebraska Public Power District regarding the transfer of certain electrical distribution facilities.

Dan Gregory noted the agreement was brought to the board a couple months ago and some issues were addressed and verbiage changed in the agreement. There was a question on the condition of the system. Since it was previously the college system, they did not have

records, but local manager Pete Jardee has been involved quite a bit during this project. As far as the condition of the equipment, in particular, the underground would be newer than the other stuff. It was installed in 2012, 2013, along with transformers. It's the newest stuff. There's nothing on it. It's actually newer, better cable than some of the other stuff I've even got in town now. It is jagged cable, and it doesn't mean anything to you guys, but it's better stuff than what was ever put in the ground to begin with for underground cables. So, as the transformers go, they're pretty new. Transformers last 30 to 50 years, but these are pre-phase transformers. The college always tends to oversize transformers, and so there's plenty of room. They would never get burned up if they got overloaded by any means. Part of this agreement too, is if there's any issues, the city is not liable, responsible for any of this. NPPD comes, we replace everything at our cost, no cost to the city, anything like that. Essentially, what this agreement is going to do is just bring that east system under the pro agreement, so then we can take care of that and anything that comes up or arises. John Kisby did come here too, and I know he can speak on behalf of SCC and how that system came about because I know at one point in time during the college we had primary metering there. John noted the biggest part of the benefit is the new construction, things that need to change, anyways, which makes this a good time to make this adjustment. From the beginning of electricity, my understanding is we had all power came in through one meter and then to everything on campus, and we had no way to know which building was using how much, or if there was a sudden change in one building, it showed a little blip on the big thing that you could never know that all of a sudden heating system was stuck on in July and we were burning three kilowatts. And this is going to let us meter the building separately because we own from the meter on the building instead of all of that wire to it, which is our biggest benefit from a maintenance and planning perspective. So we can catch those things.

Dan noted the responsibilities for transferring all of this NPPD and SCC will handle. There is only a bill of sale, which I've spoken to Anthony about.

Mayor Kelley thanked everyone involved for allowing the opportunity to talk and work through all of this.

With no further questions a motion was made by DeLong and seconded by Parks to approve the Memorandum of Agreement among Southeast Community College, City of Milford and Nebraska Public Power District regarding the transfer of certain electrical distribution facilities. Roll call vote: DeLong yes, Parks yes, Bauer yes, Freeman yes. Motion carried.

Consider hiring full-time employee for the maintenance department and set wage.

Gary TeSelle asked the council to hire David Cunningham at \$20.00 per hour with a .50 increase after 6 months and .50 for both water and sewer certifications. He has already passed the background check and will need to complete the pre-employment drug screening. Dustin and Gary conducted interviews, and they had 2 good candidates.

A motion was made by Bauer and seconded Freeman to hire David Cunningham full-time for the maintenance department at \$20.00 per hour with a .50 raise after six months and .50 per water and sewer certification and .25 per mosquito certification pending drug screening. Roll call vote: Bauer yes, Freeman yes, DeLong yes, Parks yes. Motion carried.

Consider Interlocal Agreement #2 for Cooperative Public Safety Software, Hardware, and Related Services by and among the Counties of Butler, Saline, Seward, York, and Fillmore and the Cities of Milford, York, Seward, Crete and David City.

Attorney Aerts has reviewed the agreement and it looks good. A motion was made by Bauer and seconded by Parks to approve the Interlocal Agreement #2 for Cooperative Public Safety Software, Hardware, and Related Services by and among the Counties of Butler, Saline, Seward, York, and Fillmore and the Cities of Milford, York, Seward, Crete

and David City. Roll call vote: Bauer yes, Parks yes, DeLong yes, Freeman yes. Motion carried.

ADJOURNMENT: A motion was made by Parks and seconded by Bauer to adjourn the meeting. Roll call vote: Parks yes, Bauer yes, DeLong yes, Freeman yes. Motion carried and meeting adjourned at 8:03 pm.

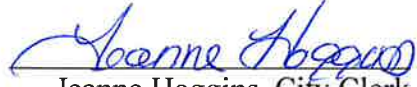

Jeanne Hoggins, City Clerk


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 October 6, 2026 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 OCTOBER 6, 2026, MEETING

BAUER

August

EMS:

10 total calls
1 accident
9 medical (2 refusals)

Fire:

3 total calls
1 standby for fireworks
1 false alarm (alarm activation)
1 cancel prior to arrival (alarm testing)

September

EMS:

28 total calls
0 mutual Aid
1 Cancelled prior to Arrival
1 Cross country meet Standby
2 Football standbys
4 Accidents
20 medical with 5 refusals

Fire:

3 total calls
1 vehicle fire (mutual aid for Pleasant Dale)
1 grass fire
1 CO alarm investigation

TESELLE:

Water:

Water testing.

Working with JEO water main replacement.

Started a list with location dates to see if there is a pattern to the brown water issues.

Well #3 still waiting refit.

Water tower painting interior is being lined up. Will be moved to spring.

Main replacement will start end of month first of November.

Water service repair assistance. Thornridge drive.

One call locating.

Sewer:

Regular rounds and maintenance.

Pump issue with both pumps after rains. Main lift station. Took ten hours to catch up after rain.

One home had issues from the sewer backups. They sent a thank you, on how we responded to help! Crick crossing, have blockage and are scheduled to be cleared before winter.

SCADA repair during Heavey rain.

2/2081

Lagoons shredded.

Elm Street sewer line set for lining refit.

Parks:

Limb, trash pickup and raking done multiple times.

South Park started will be closed till repairs on bridges and clean-up is done.

Splash pad pressure washed every two weeks.

Mowing and trimming.

Field Maintenance lining for softball.

Bathroom Repairs checked daily.

Weed spraying done multiple times.

Meet with J&R Welding working on net repair center court Uptown Park.

Mower repairs and maintenance.

Over seeding done on 10/6/2026.

Soccer field set up and painted each week.

Sprinkler repairs done on outfield. Valve failures and head issues.

Streets:

Tree limb pic ups done.

Ally approaches cleaned up will be doing after rains.

Mosquito fogging done before games and golf course.

Ally maintenance has been done twice. Rains have been messing them up.

Tress removed and stumps ground. Will be cleaning up grindings.

Sweeper repairs. Gravel form storms done on 10/5/2026.

Meeting on drainage 6th to 8th between C and D.

Pool:

Pool winterized except for a few items.

Cemetery:

Tree limbs picked up.

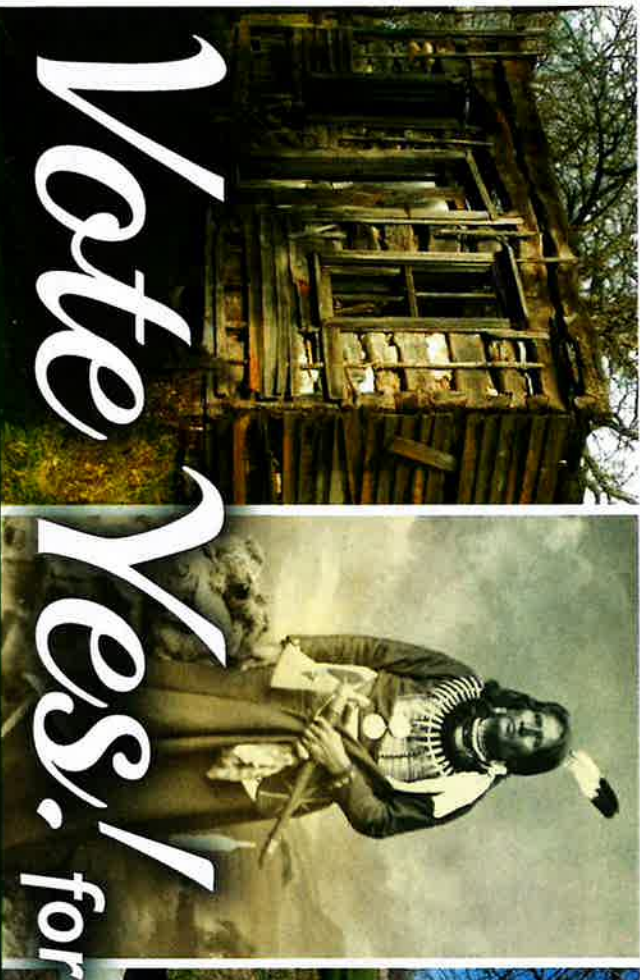
Mowing and trimming done.

Roadways bladed. Will need to do them after heavy rain.

We take the recycling trailer in once a week now. Till staffing is back. The trailer will need new axials. One has broken and had to be welded for now.

HOGGINS: *Sales tax received for the month of July 2026 in the amount of \$22,500.98. *NPPD lease payment for August 2026 received in the amount of \$25,207.29. *Hwy Allocation for August 2026 received in the amount of \$23,894.92. *JEO Project Status Report through 9/30/26. *Gaming Account balance as of 10/6/26, \$47,613.71. Municipal Equalization payment for September 2026 received in the amount of \$13,559.58. Submitted budget to the State of NE and finalized fiscal year end procedures. First memorial bench has been placed at the columbarium. Completed 3rd quarter reports for 2026. Conducted 2 interviews for the Recreation Coordinator position. Attended pre-construction meeting with Steve Rogge of Van Kirk Bros on the 2025 water main replacement project.

TO HELP PRESERVE SEWARD COUNTY'S HISTORY



**A TAX LEVY OF .001¢ ON EVERY \$100
IN THE NOVEMBER ELECTION**

☒ **SMALL INVESTMENT. LASTING IMPACT.**

WHY IT MATTERS

This tax levy helps preserve and enhance our local heritage, attract visitors, and strengthen tourism and education for generations to come.

WHAT IT DOES

- Maintains historic sites & buildings
- Preserves artifacts & archives
- Supports educational programs
- Promotes our community to visitors
- Protects our shared heritage



HOW LITTLE DOES IT COST YOU?

If your property is valued at \$500,000,
YOU JUST PAY \$5 PER YEAR

That's about the cost of a cup of coffee!

DID YOU KNOW?

Neighbors in Phelps, Saline, Hamilton, Webster, Hall, Polk, Saunders, and Fillmore Counties all allot a tax levy to maintain their museums!

*Invest in our past.
Strengthen our future!*

Paid for by the
Blue River Historical District



Blue River Historical District
2764 Izaak Walton Rd
Seward, NE 68434



Be a part of enhancing our community
both economically & historically.

*Thank you for supporting
our local history!*

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68434

Photo of the Blue River by Scott Shafer

FUNDING AGREEMENT

THIS AGREEMENT is made and entered into this 6th day of October 2026, by and between the CITY OF MILFORD, NEBRASKA, a municipal corporation, hereinafter referred to as the CITY, and the SEWARD COUNTY CHAMBER & DEVELOPMENT PARTNERSHIP, a Nebraska nonprofit corporation, hereinafter referred to as the SCCDP.

RECITALS:

WHEREAS, the parties desire to enter into a mutually beneficial Funding Agreement for the purpose of promoting economic development in the City of MILFORD, Nebraska, and throughout Seward County, Nebraska.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The City and the SCCDP agree to enter into this Funding Agreement for the promotion of economic development as set forth above on the basis of the City's fiscal year which commences October 1, 2026 and ends September 30, 2027.

2. The City agrees to fund the promotion of economic development by paying to the SCCDP the sum of **THIRTEEN THOUSAND SEVEN HUNDRED AND TWENTY and No/100ths Dollars (\$13,720.00)** subject to the following requirements:

(i) The SCCDP shall place all funds received pursuant to this Agreement in a separate segregated economic development fund ("the Public Economic Development Fund"); and

(ii) The SCCDP shall use all funds received pursuant to this Agreement only for the purpose of "encouraging immigration, new industries, and investment and to conduct and carry on a publicity campaign, . . . and advertising the various agricultural, horticultural, manufacturing, commercial, and other resources, including utility services of the City," all in accordance with **Neb. Rev. Stat. § 13-315** (Reissue 2012), a copy of which is attached hereto and marked as Exhibit "A"; and

(iii) The SCCDP shall have in place private sector fundraising and shall in good faith use all best efforts to have completed an annual membership drive by December 31, 2025; and

(iv) The SCCDP shall have conducted a job performance evaluation of the SCCDP President & CEO on or before December 31, 2026; and

3. As a way of ensuring the City's funds will be used in compliance with **Neb. Rev. Stat. § 13-315**, a designee of the City and a designee of the SCCDP shall reconcile and audit the Public Economic Development Fund annually. The fiscal year end reconciliation and audit shall be completed within sixty (60) days of June 30, 2027. If there are funds remaining in the Public Economic Development Fund at fiscal year end, the funds for any authorized expenditures which accrued during

2/2083

the fiscal year, but which have not yet been paid for, may be retained by the SCCDP to pay the same. Any funds remaining after accounting for the authorized accrued expenses as provided herein shall be retained by SCCDP and considered as part of the City's next fiscal year appropriation should one be made by the City for the SCCDP.

4. At the expiration date of this Funding Agreement on September 30, 2027, the parties hereto shall either enter into a new Agreement for the ensuing fiscal year or this Agreement shall terminate and the end of year reconciliation and audit shall be accomplished as provided for in Paragraph 3 above.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing Agreement in duplicate the date and year first above written.

CITY OF MILFORD, NEBRASKA, a
Municipal Corporation,


City Mayor

ATTEST:


City Clerk

Approved as to form: 
City Attorney



SEWARD COUNTY CHAMBER & DEVELOPMENT
PARTNERSHIP, a Nebraska Nonprofit Corporation

Jordan Diedrich
President & CEO

EXHIBIT "A"

Neb. Rev. Stat. § 13-315. Appropriation or expenditure; purposes; method; limitation

The city commissioners or council of any city, the board of trustees of any village, and the county board of any county in the state shall have the power to appropriate or expend annually from the general funds or from revenue received from any proprietary functions of their respective political subdivision an amount not to exceed four-tenths of one percent of the taxable valuation of the city, village, or county for the purpose of encouraging immigration, new industries, and investment and to conduct and carry on a publicity campaign, including a publicity campaign conducted for the purpose of acquiring from any source a municipal electrical distribution system or exploiting and advertising the various agricultural, horticultural, manufacturing, commercial, and other resources, including utility services, of the city, village, or county. Such sum may be expended directly by the city, village, or county or may be paid to the chamber of commerce or other commercial organization or a similar county organization or multicounty organization or local development corporation to be expended for the purposes enumerated in this section under the direction of the board of directors of the organization. The total amount levied including the appropriation or expenditure made under this section shall not exceed the amount limited by law.

2/2085

**PUBLIC MEMBERSHIP AGREEMENT OF
SEWARD COUNTY CHAMBER & DEVELOPMENT PARTNERSHIP**

Whereas in accordance with the Bylaws of SEWARD COUNTY CHAMBER & DEVELOPMENT PARTNERSHIP (the "Partnership"), the terms of membership for the City of Seward of Seward, Nebraska ("Seward"), the County of Seward, Nebraska, (the "County") the City of Milford, Nebraska ("Milford") and the Village of Utica, Nebraska ("Utica"), are to be set forth in a Membership Agreement; and

Whereas, the Board of Directors of the Partnership has established the terms of membership for Public (Anchor) Members and desires that they be set forth in a Membership Agreement with each such Member;

NOW THEREFORE, the Partnership and the undersigned agree as follows:

1. In accordance with the terms of a Funding Agreement between Seward and the Partnership, Seward will make a financial contribution of \$80,532 to the Partnership for the fiscal year running from October 1, 2026 through September 30, 2027. As a result of such payment, Seward shall be an Anchor Member in good standing of the Partnership with the rights and obligations provided herein and in the Bylaws, including specifically, the right to name one (1) Director as set forth in the Bylaws.

2. In accordance with the terms of a Funding Agreement between the County and the Partnership, the County will make a financial contribution of \$55,100 to the Partnership for the fiscal year running from July 1, 2026 through June 30, 2027. As a result of such payment, the County shall be an Anchor Member in good standing of the Partnership with the rights and obligations provided herein and in the Bylaws, including specifically, the right to name one (1) Director as set forth in the Bylaws.

3. In accordance with the terms of a Funding Agreement between Milford and the Partnership, Milford will make a financial contribution of \$13,720 to the Partnership for the fiscal year running from October 1, 2026 through September 30, 2027. As a result of such payment, Milford shall be an Anchor Member in good standing of the Partnership with the rights and obligations provided herein and in the Bylaws, including specifically, the right to name one (1) Director as set forth in the Bylaws.

4. In accordance with the terms of a Funding Agreement between Utica and the Partnership, Utica will make a financial contribution of \$7,159 to the Partnership for the fiscal year running from October 1, 2026 through September 30, 2027. As a result of such payment, Utica shall be an Anchor Member in good standing of the Partnership with the rights and obligations provided herein and in the Bylaws, including specifically, the right to name one (1) Director as set forth in the Bylaws.

5. For so long as the Public entities listed above are Members in good standing of the Partnership, each such entity shall be entitled to vote on all matters raised at meetings of the Members of the Partnership. Each Public entity shall designate a person to represent that Public entity at meetings of the Members and shall vote on behalf of the Public entity at each meeting of the Members.

6. The term of this Membership Agreement shall begin at the start of each Public Member's fiscal year in 2026 and terminate at the end of their fiscal year in 2027, provided, however, that each year, the parties will negotiate in good faith for the renewal of this Agreement (as a combined Agreement or as separate agreements with Seward, Milford, Utica, and the County) for an additional term upon such terms as the parties shall then agree.

7. The Partnership agrees that no person shall, on the grounds of race, color, sex, national origin and/or disability/handicap, be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity of the Partnership.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS OF THE FOREGOING, the parties have signed this Agreement effective as of the 6th
day of October, 2026.

CITY OF MILFORD, NEBRASKA

By: 
Mayor

Date: 10/8/26

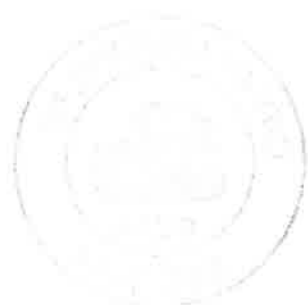
SEWARD COUNTY CHAMBER &
DEVELOPMENT PARTNERSHIP

By: _____
President & CEO

Date: _____



212089



City of Milford Planning Commission

22 1st St, Milford, NE 68434

Staff Report

Tim Dworak, Code Enforcement

402-641-2549

APPLICATION TYPE

Replat

FINAL ACTION?

DEVELOPER/OWNER

Jon/Joel Oswald

PC HEARING DATE

September 16, 2026

RELATED APPLICATIONS

PROPERTY ADDRESS, ZONING DISTRICT/USE

403 S 'B' St, R-2C, Residential

ADJACENT ZONING DISTRICTS/USE:

North – R-2C – Civic – Midwest District Missionary Church

South – MU – Residential – Stephen & Theresa Troyer

East – R-2C – Residential – Glenn & Marianne Pasho, Lane Zimmer

West – R-2C – Residential – Dee Erb

BRIEF SUMMARY OF REQUEST:

A replat to create two lots from one existing lot.



APPLICATION CONTACT

Jon/Joel Oswald

2/2091

COMPATIBILITY WITH THE COMPREHENSIVE PLAN

Compatible with the comprehensive plan.

ANALYSIS

Joel Oswald would like to develop the existing lot into two lots for the purpose of adding a residence to the south lot. The old hotel has been removed and the lot cleared.

In reviewing the lot and the existing residence it was noted that the current structure did not meet setback requirements. The structure was too close to 4th St and did not meet the rear yard requirements. Because the structure was preexisting it was determined that Mr. Oswald should go before the Board of Adjustment (BOA) and petition for a variance to bring the property into conformity. That process was completed and the BOA granted a variance, and the property is now considered conforming.

Now that the existing property is conforming a replat is being considered. The new properties meet all zoning requirements for a lot in R-2C zoning. Normally an administrative plat would suffice for the replat, however, there is an easement required for the exiting sanitary sewer line from the alley to the north property which traverses through the rear yard of the south property. An administrative plat does not allow for addition of easements and utilities to plats.

It was recommended to Mr. Oswald that any future deeds note the sanitary sewer easement to future buyers of both lots so there are no surprises if or when sewer work is required on the south property for the benefit of the north property.

The notice of this Public Hearing was published in the Milford Times, letters were mailed to owners within 300 feet, and the subject land was posted.

APPROXIMATE LAND AREA:

0.31 acres or 14,068.20 square feet +/-

LEGAL DESCRIPTION:

See enclosed in packet

Prepared by

Tim Dworak

City of Milford Building - Code Enforcement

Section 5.08 R-2 Medium Density Restricted**5.08.01 Intent and Sub-boundaries:**

The purpose of this district is to permit single-family density residential with an increase of density to include duplexes and similar residential development in areas providing all public facilities and supporting facilities to maintain and sound and pleasant environment for the inhabitants, and to provide a sub-district to be known as Subsection 1, Medium Density Residential Sub-Area in the original part of Milford which is platted with smaller lots.

5.08.02 Subsection 1, Medium Density Residential Sub-Area Boundaries:

The boundaries of the sub-district known as Subsection 1, Medium Density Residential Sub-area are: Davison and Culver's Addition, Sweasey's 1st and 2nd Additions, Runty's 1st and 2nd Additions, Brandon's 1st and 2nd Additions, Laune's 1st, 2nd and 3rd Additions and Stauffer Addition which are currently zoned as R-2, and specifically excluding the C-1, C-2 and Light Industrial (I-1) districts which are located within said subdivisions.

5.08.02 Permitted Uses:

The following principal uses are permitted in the R-2 District.

1. Single family detached dwellings
2. Single family attached
3. Two-family, duplex, dwellings
4. Residential Child Care within a residence, limited to not more than 8 children who are not household children.
5. Public and private schools
6. Publicly owned and operated facilities
7. Public Services
8. Public and private recreation areas such as parks, country clubs, golf courses, lakes, common areas and swimming pool.

5.08.03 Conditional Uses:

The following uses are subject to any conditions listed in this Ordinance and are subject to other conditions relating to the placement of said use on a specific tract of ground in the R-2 District as recommended by the Planning Commission and City Council and approved by the City Council.

1. Bed and Breakfasts, provided that guest rooms shall be within the principal residential building only and not within an accessory building.
2. Religious institutions
3. Non-conforming residential structure. To expand an existing non-conforming single family dwelling or accessory structure. In addition to the regular requirements of a conditional use permit, the following requirements must be met:
 - a. Limited to structures built before July 1974.
 - b. Permit cannot authorize a new type of non-conformity of use or structure
4. Hospitals, sanitariums, rest homes, nursing homes, elderly or retirement housing, convalescent homes, other similar institutions, or philanthropic institutions.
5. Public utility substations, distribution centers, regulator stations, pumping, treatment facilities, storage, equipment buildings, garages, towers, or similar uses.
6. Home Occupations as per Section 8.07.
7. Child Care Center as defined in Article 2, Section 2.02.90, or child care within a residence with more than 8 children who are not household children.
8. Congregate housing
9. Emergency Shelters
10. Adult Care Center
11. Manufactured Housing provided said unit is placed upon a permanent foundation.

5.08.04 Permitted Accessory Uses:

1. Buildings and uses customarily incidental to the permitted uses.
2. Decks, elevated patios either attached or detached
3. Temporary buildings incidental to construction work where such buildings or structures are removed upon completion of work.
4. Signs as provided for in Section 7.01 through 7.04.
5. Parking as provided for in Section 8.00 through 8.06.
6. Private swimming pool, tennis court, and other recreational facilities in conjunction with a residence.

7. Landscaping as required by Section 9.03.
8. Incidental public safety uses such as emergency sirens
9. Amateur radio towers and associated facilities, per Section 8.08

R-2, Sub-Section 1, Medium Density Residential

5.08.05 Height and Lot Requirements:

1. The height and minimum lot requirements shall be follows **only for those properties within the Section 1. Medium Density Residential boundaries:**

Uses	Lot Area (SF)	Lot Width	Front Yard	Side Yard ³	Rear Yard	Street Side Yd.	Max. Height	Max. Lot Coverage
Single-family Dwelling ²	7,000	50'	25'	5'	25'	15'	35'	40%
Two-family Dwelling ²	12,000	85'	25'	5'	25'	15'	35'	40%
Single-family attached	6,000 per unit	45' per unit	25'	5'	25'	15'	35'	40%
Other Permitted and Conditional Uses ²	8,000	70'	25'	5'	25'	15'	35'	30%
Accessory Buildings	-	-	35'	5'	5'	15'	20'	13% ¹

- ¹ Provide total area of accessory structure for single family does not exceed 900 sq. ft. and the total lot coverage of all buildings and does not exceed 53% and shall be subordinate to the side or rear of the principal structure.
- ² On corner Lots the following criteria apply to setbacks. In existing development areas, the Street Side Yard and Front Yard setback may conform to existing setbacks of existing structures along the street.
- ³ The side yard along the common wall shall be 0 feet. The common wall shall be along the adjoining lot line. The actual side yard must equal twice the required side yard under normal circumstances.

R-2, Sub-Section 1, Medium Density Residential

5.08.05 Height and Lot Requirements:

1. The height and minimum lot requirements shall be follows **for all properties within the R-2 zoning district EXCEPT R-2 Sub-Section I boundaries:**

Uses	Lot Area (SF)	Lot Width	Front Yard	Side Yard ³	Rear Yard	Street Side Yd.	Max. Height	Max. Lot Coverage
Single-family Dwelling (future development) ²	8,000	70'	25'	5'	25'	25'	35'	35%
Two-family Dwelling ²	12,000	85'	25'	5'	25'	15'	35'	40%
Single-family attached	6,000 per unit	45' per unit	25'	5'	25'	15'	35'	40%
Other Permitted and Conditional Uses ²	8,000	70'	25'	5'	25'	15'	35'	30%
Accessory Buildings	-	-	35'	5'	5'	15'	20'	10% ¹

- ¹ Provide total area of accessory structure for single family does not exceed 700 sq. ft. and the total lot coverage of all buildings does not exceed 50%, and shall be subordinate to the side or rear of the principal structure.
- ² On Corner Lots the following criteria apply to setbacks. In existing developed areas, the Street Side Yard setback may conform to existing setbacks of existing structures along that street. In new developments, the Street Side Yard setback shall be equal to the Front Yard setback.
- ³ The side yard along the common wall shall be 0 feet. The common wall shall be along the adjoining lot line. The actual side yard must equal twice the required side yard under normal circumstances.

"WALD ADDITION"

A REPLAT OF ALL OF LOT 1, THE EAST 30 FEET OF LOT 2, THE EAST 80' OF LOT 8, AND THE VACATED ALLEY ADJACENT THERETO, BLOCK 14, ORIGINAL TOWN, CITY OF MILFORD, LOCATED IN THE NORTHEAST 1/4 OF SECTION 11, AND THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 9 NORTH RANGE 3 EAST OF THE 6TH P.M., CITY OF MILFORD, SEWARD COUNTY, NEBRASKA.

SURVEYOR'S CERTIFICATE

A SUBDIVISION OF ALL OF LOT 1, THE EAST 30 FEET OF LOT 2, THE EAST 80' OF LOT 8, AND THE VACATED ALLEY ADJACENT THERETO, BLOCK 14, ORIGINAL TOWN, CITY OF MILFORD, LOCATED IN THE NORTHEAST 1/4 OF SECTION 11, AND THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 9 NORTH RANGE 3 EAST OF THE 6TH P.M., CITY OF MILFORD, SEWARD COUNTY, NEBRASKA. SAID PARCEL OF LAND SHALL BE DESCRIBED BY METES AND BOUNDS AS FOLLOWS COMMENCING AT THE NORTHEAST CORNER OF LOT 1, BLOCK 14, ORIGINAL TOWN, CITY OF MILFORD, AND THE POINT OF BEGINNING, THENCE SOUTH 00°52'51" EAST, (6 SEWARD COUNTY L.P. BEARING AND THE BASIS FOR BEARING OF THIS SUBDIVISION) ON THE WEST RIGHT OF WAY OF B STREET, A DISTANCE OF 175.58 FEET, THENCE NORTH 89°19'47" WEST, ON THE SOUTH LINE OF LOT 8, A DISTANCE OF 50.20 FEET, THENCE SOUTH 00°52'51" EAST, ON THE EAST 30 FEET OF LOT 2, A DISTANCE OF 30 FEET, THENCE SOUTH 00°52'51" EAST, TO A POINT ON THE SOUTH RIGHT OF WAY OF B STREET, A DISTANCE OF 80.21 FEET, THENCE SOUTH 89°19'47" WEST, ON THE SOUTH LINE OF LOT 8, A DISTANCE OF 50.20 FEET, TO THE POINT OF BEGINNING, AND CONTAINING A CALCULATED AREA OF 1,088.20 SQUARE FEET OF 0.32 ACRES.

I, DEREK A. BEENBLOSSOM, A PROFESSIONAL LAND SURVEYOR IN AND FOR THE STATE OF NEBRASKA, DO HEREBY CERTIFY THAT I CAUSED A SURVEY TO BE MADE OF THE FOREGOING DESCRIBED PROPERTY AND THAT THE RESULTS OF SAID SURVEY ARE ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEFS.

SIGNED THIS 14TH DAY OF SEPTEMBER, 2026

Derek A. Beenblossom
DEREK A. BEENBLOSSOM RLS 570



APPROVAL OF CITY OF MILFORD PLANNING COMMISSION

THIS MINOR SUBDIVISION AS DESCRIBED IN THE SURVEYOR'S CERTIFICATE HAS BEEN SUBMITTED AND APPROVED BY THE MILFORD CITY PLANNING COMMISSION

DATED THIS 20 DAY OF 20

PLANNING AND ZONING CHAIRPERSON SECRETARY

APPROVAL OF MILFORD CITY COUNCIL

THIS MINOR SUBDIVISION AS DESCRIBED IN THE SURVEYOR'S CERTIFICATE HAS BEEN SUBMITTED AND APPROVED BY THE MILFORD CITY COUNCIL

DATED THIS 20 DAY OF 20

MAYOR CITY CLERK

COUNTY TREASURER CERTIFICATION

THIS IS TO CERTIFY THAT I FOUND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE.

DATED THIS 20 DAY OF 20

SEWARD COUNTY TREASURER

REGISTER OF DEEDS CERTIFICATION

STATE OF NEBRASKA)
COUNTY OF SEWARD)

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE SEWARD COUNTY REGISTER OF DEEDS OFFICE.

DATED TIME INST. NO. DRAWER FEE

SEWARD COUNTY REGISTER OF DEEDS

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT JOEL OSWALD, A SINGLE PERSON, JONATHAN AND JANELLE OSWALD, HUSBAND AND WIFE, OWNERS AND PROPRIETORS OF THE ESTATE DESCRIBED IN THE SURVEYOR'S CERTIFICATE HERINAFTER REFERRED TO AS THE "WALD ADDITION", DO HEREBY DEDICATE AND CONVEY TO THE PUBLIC THE ESTATE AS SHOWN ON THIS PLAT TO BE HERINAFTER KNOWN AS "WALD ADDITION".

JOEL OSWALD A SINGLE PERSON

JONATHAN OSWALD HUSBAND JANELLE OSWALD WIFE

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF SEWARD)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS DAY OF 20 BY JOEL OSWALD, A SINGLE PERSON

NOTARY PUBLIC

MY COMMISSION EXPIRES THE DAY OF 20

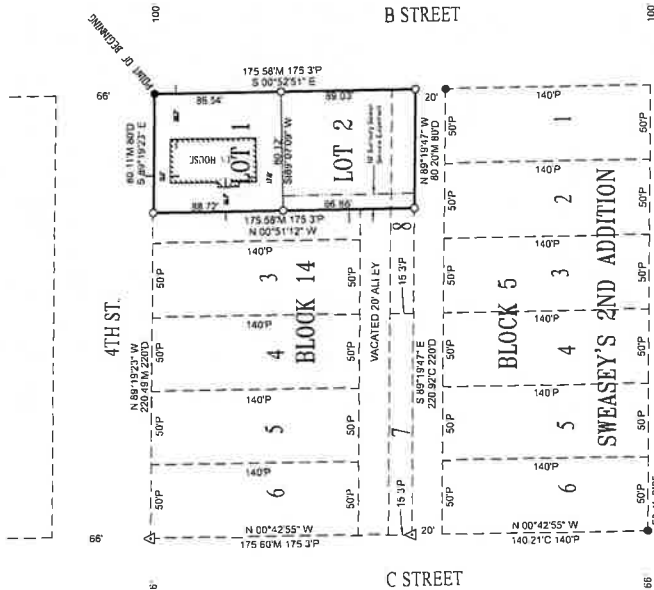
ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF SEWARD)

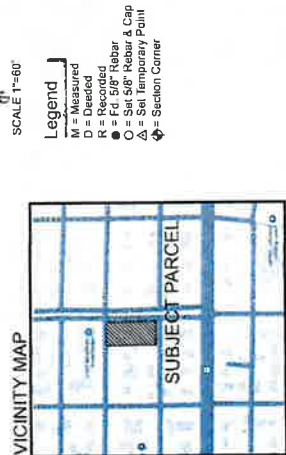
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS DAY OF 20 BY JONATHAN AND JANELLE OSWALD, HUSBAND AND WIFE

NOTARY PUBLIC

MY COMMISSION EXPIRES THE DAY OF 20



LOT AREA
LOT 1 7,019.65 SQ. FT.
LOT 2 7,048.55 SQ. FT.



Zoning Categories

MU	R-3	Townships
RS	PUD	Sections
R-1	C-1	City Boundary
R-2	C-2	1 mile ETJ
R-2C	I-1	
	I-2	

[illegible]

A horizontal number line is shown with tick marks at 0, 0.1, 0.2, 0.3, 0.4, 0.5, and 0.6. The segment between 0.1 and 0.2 is shaded red.



**MEMORANDUM OF AGREEMENT
AMONG
SOUTHEAST COMMUNITY COLLEGE,
THE CITY OF MILFORD,
AND
NEBRASKA PUBLIC POWER DISTRICT**

This Memorandum of Agreement (Agreement) is made and entered into this 6th day of October, 2026, by and among Nebraska Public Power District, a public corporation and political subdivision of the State of Nebraska (NPPD), Southeast Community College, Milford Campus, a community college organized under the laws of the State of Nebraska, (SCC), and the City of Milford, Nebraska, a Nebraska municipal corporation and political subdivision of the State of Nebraska (the City), each sometimes hereinafter referred to singularly as "Party" and collectively as "Parties."

Whereas, SCC presently owns, maintains and operates its medium voltage electrical distribution system serving their college facilities (greater than 600V), and NPPD has experience in operating electrical distribution systems across the state, including the electrical distribution system owned by the City.

Whereas, NPPD presently performs various operating and maintenance functions on the SCC distribution facilities to be transferred herein as identified in Exhibit A, and NPPD believes in its professional judgment and is willing to represent that the same are in good working order and condition with no known material defects, as further set forth herein.

Therefore, SCC NPPD, and the City feel there are mutual benefits among the parties to transfer the ownership of a portion of SCC's medium voltage (>600 Volts and <15,000 Volts) distribution system from SCC to the City, and to arrange for NPPD to operate and maintain the electrical distribution system as a part of the City's integrated distribution system under the provisions of the Professional Retail Operations (PRO) Agreement executed effective as of January 1, 2019, by and between NPPD and the City, as the same may be amended through mutual agreement of the parties from time to time (the "PRO Agreement").

In consideration of the mutual benefits among the parties, SCC, the City, and NPPD agree as follows:

SCC will be responsible for the following:

- Transferring ownership of existing medium voltage (>600 Volts and <15,000 Volts) distribution system as indicated in Exhibit A, "AS IS, WHERE IS" (except for those express representations and warranties related to the condition of the equipment as set forth herein), including all existing transformers, cable, poles and appurtenant equipment to the City.

2/2097

- Granting 15-foot easements and rights-of-way to the City, for the existing transformers, cable, poles and appurtenant equipment, as well as physical access to the equipment as a part of the medium voltage distribution system.
- Operation and Maintenance of all "low" voltage (<600 Volts) distribution systems connected into "medium" voltage distribution systems at the typical NPPD point-of-delivery and demarcation location, i.e., the cable interconnections on low-side bushings of the pad mounted transformers to the various buildings. NPPD will make final connections into any transformers.

NPPD will be responsible for the following:

- Making all additions of the medium voltage (>600 Volts and <15,000 Volts) distribution system in accordance with the applicable NPPD Board Approved Extension Policy, as amended.
- Developing all easement or rights-of-way documents related to the transfer that are necessary for NPPD's use of electrical lines and equipment.
- Providing all engineering, design, planning and operation and maintenance, under NPPD's direction, standards, and guidelines in accordance with its Professional Retail Operations Agreement with the City.
- Removing existing primary metering as part of the new building project and installing new metering at NPPD's cost to all SCC points of deliveries, typically, the low-side bushings of the pad mounted transformers to the various buildings as indicated in Exhibit A. SCC understands and accepts that each location will be a separate billing point with applicable NPPD rates, including the Municipal Discount Rate Rider.
- As a material inducement for the City to enter this Agreement, NPPD hereby represents and warrants to the City that the SCC distribution facilities to be transferred to the City as herein identified on Exhibit A, are and will be, to the best of NPPD's knowledge and reasonable professional judgment, in good working order and condition with no known material defects or malfunctions as of the date of transfer, which representation and warranty shall survive the transfer of the facilities from SCC to the City as contemplated herein and shall be expressly incorporated into the Bill of Sale for transfer of these facilities as referenced below.
- Maintain, repair, and replace the medium voltage (>600 Volts and <15,000 Volts) distribution system as indicated on Exhibit A being transferred from SCC to the City hereunder in accordance with the PRO Agreement by and between the City and NPPD.

The City will be responsible for the following:

- Preparation of the Bill of Sale for transferring the title to existing medium voltage (>600

Volts and <15,000 Volts) distribution system as indicated in Exhibit A, "AS IS, WHERE IS" (except for those express representations and warranties related to the condition of the equipment as set forth herein), including all existing transformers, cable, poles and appurtenant equipment, from SCC to the City.

The time frame for the transfer of facilities will be agreed upon by the parties.

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

This Agreement may be executed in any number of parts, all of which taken together shall be considered to comprise one and the same document. For purposes of this Agreement, use of a facsimile, email, or other electronic medium shall have the same force and effect as an original signature.

The Parties signing below certify individually, under penalty of law, that they are duly authorized to execute this Agreement on behalf of their respective organizations.

[SIGNATURE PAGE FOLLOWS]

212099

SOUTHEAST COMMUNITY COLLEGE

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF MILFORD

By: Patrick L Kelley

Printed Name: Patrick L Kelley

Title: Mayor

Date: 10/2/24

NEBRASKA PUBLIC POWER DISTRICT

By: _____

Printed Name: _____

Title: _____

Date: _____



2/2/01

INTERLOCAL AGREEMENT #2
FOR COOPERATIVE PUBLIC SAFETY SOFTWARE, HARDWARE, AND RELATED
SERVICES BY AND AMONG
THE COUNTIES OF BUTLER, SALINE, SEWARD, YORK, AND FILLMORE
AND THE CITIES OF MILFORD, YORK, SEWARD, CRETE, AND DAVID CITY

THIS AGREEMENT made and entered by and between the Counties of Butler, Saline, Seward, York, and Fillmore and the participating Cities of Seward, York, Milford, Crete, and David City, all being political subdivisions of the State of Nebraska, hereinafter referred to collectively as the "Parties" and individually as a "Party."

WITNESSETH:

WHEREAS the Interlocal Cooperation Act, Neb. Rev. Stat. §§13-801 et seq. (Reissue 2012), permits units of local governments in the State of Nebraska to cooperate with other localities on a basis of mutual advantage and thereby provide services in a manner that will best serve local communities; and

WHEREAS, Neb. Rev. Stat. §13-801 provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity, or other undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS, as used herein, the term "Party" shall refer to the binding governing body of a political subdivision, generally a County Board of Commissioners, County Board of Supervisors, or City Council. The term "agency" shall refer to an individual department or division falling under the authority and control of a Party. Collectively, "Parties" and "agencies" shall be referred to as "participants"; and

WHEREAS, in 2019, multiple agencies in the State of Nebraska wished to collaborate in a joint law enforcement case management system; and

WHEREAS, the law enforcement case management system was submitted for sealed bids through a legal Request for Proposals (herein "RFP") pursuant to Nebraska State Statute, and the most cost-efficient case management system that met the requirements of the RFP was Zuercher Technologies LLC; and

WHEREAS, TriTech (now CentralSquare) offered qualifying member agencies access to IQ Search and CrimeMapping.com limited services as part of the Zuercher Suite Package; and

WHEREAS, the cost of the joint law enforcement case management system contract price provided by Zuercher Technologies LLC (now CentralSquare, hereinafter "CentralSquare") was cost prohibitive if purchased by one individual agency but cost effective if purchased and maintained as a joint endeavor; and

WHEREAS, the original agencies desired to enter into an interlocal agreement to clarify the obligations of the Parties to the interlocal agreement; and

WHEREAS, an interlocal agreement was fully executed on January 14, 2020 creating a joint law enforcement case management system consisting of the following Parties: Seward County (agencies: Seward County Sheriff, Seward County 911, and Seward County Attorney), the City of Seward (agency: Seward Police Department), Saline County (agency: Saline County Sheriff), Butler County (agency: Butler County Sheriff), York County (agencies: York County Sheriff and York County 911), and the City of York (agency: York Police Department), collectively "Founding Parties"; and

WHEREAS, the Founding Parties agreed that the Seward County 911 Communications Center would be the hosting agency and production site;

WHEREAS, the implementation cost was borne by the Founding Parties on a pro-rata basis;

WHEREAS the City of Milford (agency: Milford Police Department) was added by Addendum #1 executed on or about January 17, 2023; and

WHEREAS the City of David City (agency: David City Police Department), the City of Crete (agency: Crete Police Department), and Butler County (additional agency: Butler County 911) were added by Addendum #2, executed on or about June 30, 2025; and

WHEREAS the Parties extended the term of the original Interlocal Agreement by an additional six (6) months by Addendum #3 executed in January 2026;

WHEREAS the County of Fillmore (agency: Fillmore County Sheriff) was added by Addendum #4, executed on or about May 5, 2026;

WHEREAS the City of Milford, the City of David City, the City of Crete, Butler County, and Fillmore County each subsequently entered into a Service Agreement with Central Square ("Service Agreements") which sets out the terms of service and, inter alia, states that they are subject to the terms and requirements of the CentralSquare Software License and Service Agreement (herein "Master Agreement") entered into by the County of Seward, Nebraska on March 19, 2019; and

WHEREAS the Parties desire to continue the joint law enforcement case management system consisting of the following Parties: Seward County, City of Seward, Saline County, Butler County, City of Milford, York County, City of York, City of David City, City of Crete, Fillmore County.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed as follows by the Parties hereto:

1. PURPOSE. The purpose is to maintain a joint system for providing public safety software, hardware, and related services through/by CentralSquare, and mutual access and payment arrangements between the Parties. This Agreement supersedes and replaces any prior interlocal agreements and addenda related to the subject matter herein.

2. TERM. This agreement shall be valid upon execution by all parties and shall have a term of five years, commencing June 1, 2026. The term may be renewed or extended by written agreement of all parties. If the term is not renewed or extended, all parties shall cooperate to wind down their involvement in this joint undertaking in a timely and orderly fashion, and each party shall be responsible for the costs of transitioning their data to a new system of their choice.

3. MASTER AGREEMENT. All Parties are subject to the terms and requirements of the CentralSquare Software License and Service Agreement entered into by the County of Seward, Nebraska on March 19, 2019. The Master Agreement, including all Exhibits and Schedules, and all subsequent amendments thereto, are hereby made part of this Interlocal Agreement as Exhibit "A" and incorporated herein by reference.

4. STATEMENT OF WORK. Each Party will be provided software, hardware and services as outlined in the Master Agreement and/or related Service Agreements.

5. SHARE. Each Party will receive the quantities of the Software, Hardware and Services in the quantities specified in the Master Agreement and/or related Service Agreements.

6. PAYMENT. Each Party shall provide payment for their proportionate share of the software, subscriptions, hardware, services, and maintenance directly to CentralSquare.

7. ANNUAL MAINTENANCE. Each Party will be responsible for the payment of their proportionate share of the annual maintenance costs as provided for in the Master Agreement and/or related Service Agreements. CentralSquare will invoice each Party prior to the end of the applicable annual maintenance term. The annual maintenance fee may increase by an amount set by CentralSquare.

8. INTERFACES. All costs related to CentralSquare's implementation of the interfaces are represented in the Master Agreement and/or related Service Agreements. Any third-party costs or charges incurred related to the implementation of the interfaces will be the responsibility of the individual Party requiring the additional third-party costs or charges.

9. DATABASE RECORDS. No Party shall allow any other individual, other than CentralSquare, to add, update, or delete database records or file system objects directly to or on the serve or database except as provided for in CentralSquare Documentation.

10. DATA CONVERSION. The Master Agreement and/or related Service Agreements sets the costs and requirements for data conversion for each Party. Any additional module conversion that is required shall be at an additional cost to the individual Party requesting the additional module conversion.

11. HARDWARE. Each Party is responsible for the physical installation of the hardware required for operating CentralSquare Software and networking within the Party's jurisdiction. The minimum hardware requirements and proportion of payments are set forth in the Master Agreement and/or related Service Agreements.

12. PROGRAM MANAGER/USER GROUP. A Program Manager shall be appointed to serve as the primary point of contact for CentralSquare. The Program Manager shall meet regularly with representatives from the agencies who are familiar with the implementation and use of the systems and services under this Agreement, which shall be referred to as the "User Group" herein, to discuss technical issues and administration of this Agreement. Each agency may designate one or more representatives to the User Group. The User Group shall appoint the Program Manager.

13. TRAINING. Each Party is responsible for attending training and utilizing the training resources that are set forth in the Master Agreement.

14. UPDATES. Each Party acknowledges that software updates will be provided on an as available basis for bug fixes and product enhancements. Updates not included are platform extensions or new functions such as new modules, components, products, or applications.

15. GENERAL SUPPORT. CentralSquare will provide phone and email support for the Software and will maintain a support center database to track any reported issues pursuant to the Master Agreement. SUPPORT DOES NOT INCLUDE CUSTOM PROGRAMMING OR TRAINING. Each Party will be responsible for their own IT needs and Seward County is not responsible for IT needs of the other Parties due to its role as Host Agency. CentralSquare will maintain the Server Hardware necessary to host the Software; it is expressly understood that this does not include any hardware except server hardware. Each Party shall be responsible for their own expenses for configuring, updating, and/or installing systems on

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the individual Party's IT network. The Host County is not responsible for extra costs by nature of being the Host Party.

16. ACCESS. Each Party shall provide CentralSquare with reasonable and timely access to the sites and personnel necessary for CentralSquare to perform its obligations and will ensure that CentralSquare Suite servers are always directly network accessible to CentralSquare via SSH.

17. SECURITY. Each Party is responsible to provide all physical security and is responsible for securing their own network.

18. MAINTENANCE AGREEMENT. Each Party is responsible for complying with the Maintenance Agreement contained in the Master Agreement and/or their Agency's Service Agreement, to include but not limited to, providing hardware and operating systems, high speed connections, remote connectivity, firewall, and an email account for correspondence with CentralSquare.

19. HOST SITE. Seward County 911 will remain as the Host Site for Server Hardware, and York County 911 will be the backup Host Site.

20. TECHNICAL SYSTEM ADMINISTRATOR. The Technical System Administrator is appointed by the Parties and is currently designated as Soarin Group of Lincoln, Nebraska. The Technical System Administrator will be the primary point of contact between the parties and CentralSquare for systemwide issues and must be available at all times and possess the appropriate technology, public safety knowledge, and skills to serve as a System Administrator. This does not preclude any agency from utilizing their own local system administrator to resolve local issues, providing the Project System Administrator has verified that any local system administrator possesses the appropriate technology, public safety knowledge, and skills to serve in that capacity, including CJIS qualification.

21. UNAUTHORIZED ACCESS. Unauthorized access to the CentralSquare case management system must be reported to the Technical System Administrator within 24 hours. The Technical System Administrator shall promptly notify CentralSquare.

22. AUTHORIZED USERS. Each Party will assign a Client Administrator to manage end user access and passwords. Each Party shall comply with the access and password requirements for the authorized users as set forth in the Master Agreement and/or the Agency's Service Agreement. Each Party will notify the Technical System Administrator of the individual Party's Client Administrator.

23. GOOD FAITH. Each Party will act in good faith to not breach any terms of the Master Agreement and/or related Service Agreements and adversely impact the other Parties.

24. ASSIGNMENT. No Party may transfer or assign their rights or obligations under this Interlocal Agreement without the express written permission of the other Parties to this Agreement.

25. TERMINATION AND WITHDRAWAL. Any Party or individual agency may withdraw from this Agreement and terminate its involvement at any time, with or without cause, upon providing to the non-withdrawing Parties written notice of such withdrawal given not less than sixty (60) days prior to the effective date of the withdrawal. In the event of withdrawal or termination prior to the term of this Interlocal, the withdrawing participant shall not receive a refund of any monies paid and any remaining share of the maintenance or other costs due through the term of the Agreement shall become immediately due and payable. Specifically, termination from the Agreement does not diminish the Party's obligation to pay any committed share of maintenance or other costs. A withdrawing participant is entitled to a copy of its own criminal justice data upon request for final export of its data presented to the Program Manager and

agreed-upon format. The withdrawing participant shall be solely responsible for all costs associated with the transition. This includes but is not limited to third-party vendor fees for data extraction, labor costs necessary to facilitate the transfer, and purchase and implementation of new software or systems for the withdrawing participant.

26. RELATIONSHIP. It is the express intent of the Parties that this Agreement shall not create an employer-employee relationship. Employees of one Party shall not be deemed to be employees of any other Party. Each Party shall be responsible to their respective employees for all salary and benefits. The employees of one Party shall not be entitled to any salary, wages, or benefits from any other Party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Each Party shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

27. NO SEPARATE ENTITY. There shall be no separate legal entity created through this Interlocal Cooperation Agreement.

28. PROPERTY. Any property acquired or made available by any Party to this Agreement for the purposes of this Agreement shall remain the property of the Party acquiring or making such property available and shall be disposed of by such Party as provided by law, regulation, or ordinance governing the same.

A. Any property acquired jointly shall, upon termination, be equitably distributed among the Parties based upon the Parties' financial contributions toward the purchase and maintenance of any such property. In the event any Party withdraws from this agreement, an equitable distribution of the jointly held property, or the fair market value thereof, shall be made to the withdrawing Party based upon the withdrawing Party's financial contributions toward the purchase and maintenance of any such jointly-held property.

B. Any property to be purchased and jointly held by the Parties, pursuant to this agreement, shall be purchased pursuant the County Purchasing Act, Neb. Rev. Stat. §23- 31 01 et. seq.

C. Any surplus or unusable jointly held property shall be disposed pursuant to the rules or statutes applicable to the Party making such disposition on behalf of the Parties. The proceeds of any sale or disposition of jointly held property shall be equitably distributed among the Parties based upon the Parties financial contributions toward the purchase and maintenance of any such property.

D. An inventory of all property jointly held, and a report on the disposition of any joint property sold, transferred or disposed of during the prior twelve months, shall be provided to the County or City Clerk of each Party on or prior to April 1 of each year.

29. ADDITION OF PARTIES. Additional counties, cities, or villages may become parties to this Agreement upon unanimous written approval by the Parties. It is understood that the addition of any other Party will not have a financial impact on the current Parties (positive or negative) as CentralSquare will bill the new Party directly and individually.

A. Application to Join. A county, city, or village, or agency thereof, seeking to become a party to this Agreement after its effective date shall submit a written request to the Program Manager describing the agency, its intended use of the Law Enforcement Case Management System ("System"), and the proposed date of participation. The application shall be approved and signed by the governing body of the applicant.

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B. User Group Recommendation. The Program Manager shall solicit input from the User Group whether to approve or deny the application.

C. Party Review and Approval. The Program Manager shall then promptly circulate the application and the User Group's recommendation to the governing bodies of all Parties for review. The applicant shall not be added as a new Party until execution of an addendum to this Agreement by the governing body of all participating Parties.

D. Execution and Effective Date. No Party shall be deemed added, nor shall the Technical System Administrator activate access or services, until an addendum to this Agreement has been fully executed by all Parties and the Technical System Administrator has verified that the proposed agency or agencies' hardware, software, network infrastructure, and security systems are adequate, compatible, and fully functional for participation.

E. Membership List. The Program Manager shall maintain an official list of all Parties and their agencies to this Agreement and the effective date of each Party's participation. The Program Manager shall notify the Technical System Administrator and all Parties of any additions or withdrawals.

30. AMENDMENT OR MODIFICATION. Any proposed amendment or modification to this Agreement is subject to approval of the written addendum or amendment by the governing boards for all Parties.

31. COSTS. Costs incurred in the administration of, and for the benefit of, this Agreement that cannot be specifically attributed to a particular Party will be reviewed and allocated by recommendation from the Program Manager in consultation with the User Group. If a Party disagrees with any particular cost allocated to them by the Program Manager, they may either (a) request the Parties reallocate the cost by written approval of the governing boards for all Parties or (b) withdraw from this Agreement pursuant to Section 25.

32. NO SHARED ACCESS TO DATA. Nothing in this Agreement shall be construed to grant any Party access to the law enforcement databases, records, or information systems of another Party. Each Party shall retain exclusive custody, control, and responsibility for its own data. The agency Representative shall configure, manage, and maintain the system in a manner that prevents undesired cross-access to Parties' data. Any exchange of information between Parties shall occur only through lawful requests or established procedures independent of this Agreement and in compliance with all applicable federal and state laws, confidentiality requirements, and data security standards.

33. EFFECTIVE DATE. This agreement shall become effective for each Party when the governing body of that Party executes this agreement.

34. INDEMNIFICATION. Each Party agrees to indemnify and hold harmless, to the fullest extent allowed by law, the other Parties and their principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, each Party shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any

judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require any Party to indemnify or hold harmless any other Party from liability for the negligent or wrongful acts or omissions of said other Party or its principals, officers, or employees.

35. DISPUTE RESOLUTION. Any dispute arising out of or relating to this Agreement between Parties shall be reduced to writing and delivered to all other Parties. As soon as possible thereafter, the Parties' authorized representatives shall schedule a face-to-face meeting to resolve the dispute in a mutually satisfactory manner. Prior to the commencement of any formal legal proceeding, the Parties must meet in this manner to resolve the dispute. This meeting must take place within ten (10) business days after service of the written statement of dispute. During the pendency of negotiations, the Parties shall act in good faith to perform their respective duties described herein. If the Parties are unable to resolve their dispute using the process described above, a Party may commence legal action against the other Party.

36. LEGAL COMPLIANCE. Parties to this Agreement shall conform with all existing and applicable city ordinances, county resolutions, state, local and federal laws, and all existing and applicable state and federal rules and regulations.

37. LIABILITY. No Party shall, by reason of this Agreement, have any liability for claims brought by third parties against the Parties other than the obligation to pay fees as provided in this Agreement.

38. SEVERABILITY. If any portion of this Agreement is held invalid, such portion shall be severed, and the remainder shall continue if it conforms to the requirements of applicable law.

39. APPLICABLE LAW/ VENUE. Nebraska law will govern the terms and performance under this Agreement. If any Party or Parties bring(s) against another Party or Parties any proceeding arising out of this Agreement, the Party or Parties may bring that proceeding against the other Party or Parties only and exclusively in the Seward County District Court in Seward, Nebraska, and each Party hereby submits to the exclusive jurisdiction of that court for purposes of any such proceeding.

40. DRUG FREE POLICY. The Parties agree to establish and maintain a drug free workplace policy.

41. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed as original, but all of which together shall constitute one and the same instrument. Counterpart copies of this Agreement, as executed, shall be maintained as part of the records of the administrative entity.

42. AUTHORITY. The undersigned represent that each has the authority to bind the respective public body to this Agreement and that any and all actions on the part of any governing body, committee, elected official, or officer has been taken to authorize the execution of this Agreement. The undersigned further warrant that this Agreement does not conflict with the terms of any other contract to which it is bound or any Constitution, Bylaws or other document governing the activities of the respective Parties.

43. MISCELLANEOUS. This Agreement sets forth the entire understanding of the Parties and supersedes any and all prior contracts, agreements, arrangements, and understandings related to the subject matter hereof. This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors, legal representatives and assigns. The section headings of this Agreement are for convenience of reference only and do not form a part hereof and do not in any way modify, interpret or construe the intentions of the Parties. The opening recitals in this Agreement are incorporated into and agreed upon as terms of the Agreement.

[Remainder of page left blank intentionally. Signature pages follow.]

212109

Dated this ____ day of _____, 2026.

SALINE COUNTY BOARD OF COMMISSIONERS
WILBER, NEBRAKSA

By: _____
Chairperson

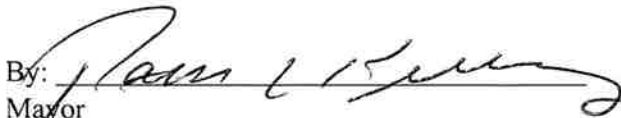
APPROVED AS TO FORM

Dated this ____ day of _____, 2026.

By: _____
Saline County Attorney

Dated this 6th day of October, 2026.

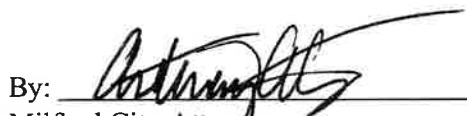
MAYOR OF THE CITY OF MILFORD
MILFORD, NEBRASKA

By: 
Mayor



APPROVED AS TO FORM

Dated this 15 day of October, 2026.

By: 
Milford City Attorney

212111

Dated this _____ day of _____, 2026.

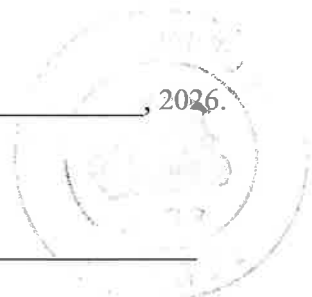
MAYOR OF THE CITY OF DAVID CITY
DAVID CITY, NEBRASKA

By: _____
Mayor

APPROVED AS TO FORM

Dated this _____ day of _____, 2026.

By: _____
David City City Attorney



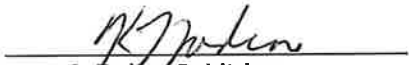
SEWARD COUNTY INDEPENDENT
PO BOX 449
SEWARD, NE 68434

AFFIDAVIT OF PUBLICATION

CITY OF MILFORD
PO BOX 13
MILFORD NE 68405-0013

STATE OF NEBRASKA
Seward County,

Kevin L. Zadina being by me first duly sworn, deposes and says that he is the publisher of SEWARD COUNTY INDEPENDENT, a legal weekly newspaper printed and published at Seward in Seward County, NE, and of general circulation in said County and State; that said newspaper has a bona fide circulation of more than 300 copies weekly, in said County; and, has been published in said County for more than 52 successive weeks prior to the first publication of the attached notice, that the attached notice of "HEARING/SEPT 16" was published in said newspaper for 1 consecutive week(s) commencing with the issue of 9/2/2026.


Kevin L. Zadina, Publisher

Subscribed in my presence and sworn to before me
this date of 9/2/2026


Notary Public



Name CITY OF MILFORD
Order Number 180547
Order Date 8/28/2026
Number of Issues 1
Publication Count 1
First Issue 9/2/2026
Last Issue 9/2/2026
Order Price \$14.54
Publications *SEWARD COUNTY INDEPENDENT
Publication Dates *SEWARD COUNTY INDEPENDENT: 9/2/2026

CITY OF MILFORD
Milford, Nebraska 68405
NOTICE OF PUBLIC HEARINGS
NOTICE IS HEREBY GIVEN that Public Hearings will be held at the meeting of the Planning & Zoning Commission of the City of Milford, Nebraska at 7:00 P.M. on Wednesday, September 16, 2026, at the City Hall Office, 402 1st Street and at the City Council meeting of the City of Milford, Nebraska at 7:00 pm on Tuesday, October 6, 2026 at the City Hall Office, 402 1st St., Milford, which meetings will be open to the public. The public hearings will be held for the following reasons: To hear testimony in favor of, or opposition to, and to answer questions in relation to "Oswald Addition" a replat of all of Lot 1, the east 30' of Lot 2, the east 80' of Lot 8 and the vacated alley adjacent thereto, Block 14, Original Town, City of Milford, Seward County, NE. An agenda for such meeting kept continuously current, is available for public inspection at the office of the City Clerk at the City Hall. Jeanne Hoggins, City Clerk
SCI — September 02, 2026
ZNEZ

212113

212114

SEWARD COUNTY INDEPENDENT
PO BOX 449
SEWARD, NE 68434

AFFIDAVIT OF PUBLICATION

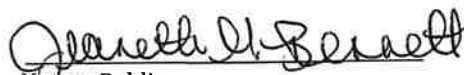
CITY OF MILFORD
PO BOX 13
MILFORD NE 68405-0013

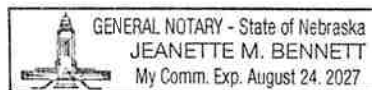
STATE OF NEBRASKA
Seward County,

Kevin L. Zadina being by me first duly sworn, deposes and says that he is the publisher of SEWARD COUNTY INDEPENDENT, a legal weekly newspaper printed and published at Seward in Seward County, NE, and of general circulation in said County and State; that said newspaper has a bona fide circulation of more than 300 copies weekly, in said County; and, has been published in said County for more than 52 successive weeks prior to the first publication of the attached notice, that the attached notice of "MTG/OCT 06" was published in said newspaper for 1 consecutive week(s) commencing with the issue of 9/30/2026.


Kevin L. Zadina, Publisher

Subscribed in my presence and sworn to before me
this date of 9/30/2026


Notary Public



**CITY OF MILFORD
Milford, Nebraska 68405
NOTICE OF REGULAR
MEETING**

NOTICE IS HEREBY GIVEN that the Regular meeting of the Mayor and City Council of the City of Milford, Nebraska to be held at 7:00 pm on Tuesday, October 6, 2026 at City Hall, 402 1st Street, Milford, which meeting will be open to the public. An agenda for such meeting kept continuously current, is available for public inspection at the office of the City Clerk at the City Hall.
Jeanne Hoggins, City Clerk
SCI — September 30, 2026
ZNEZ

Name	CITY OF MILFORD
Order Number	181723
Order Date	9/25/2026
Number of Issues	1
Publication Count	1
First Issue	9/30/2026
Last Issue	9/30/2026
Order Price	\$7.73
Publications	*SEWARD COUNTY INDEPENDENT
Publication Dates	*SEWARD COUNTY INDEPENDENT: 9/30/2026

212115