

City of Seward, NE
Tuesday, October 6, 2015
Regular Session

Item G5

**CONSIDERATION OF MEMBERSHIP AGREEMENT WITH
SEWARD COUNTY ECONOMIC DEVELOPMENT
CORPORATION - Jonathan Jank, SCEDC Executive Director**

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

Staff Contact:

**PUBLIC MEMBERSHIP AGREEMENT OF
SEWARD COUNTY ECONOMIC DEVELOPMENT CORPORATION**

Whereas in accordance with the Bylaws of Seward County Economic Development Corporation (the "Corporation"), 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 ("Utica"), are to be set forth in a Membership Agreement; and

Whereas, the Board of Directors of the Corporation has established the terms of membership for public members and desires that they be set forth in a Membership Agreement with each such member;

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

1. In accordance with the terms of a Funding Agreement between Seward and the Corporation, Seward will make a financial contribution of \$40,000 to the Corporation for the fiscal year running from October 1, 2015 through September 30, 2016. As a result of such payment, Seward shall be a member in good standing of the Corporation with the rights and obligations provided herein and in the Bylaws, including specifically, the right to name two (2) directors as set forth in the Bylaws.

2. In accordance with the terms of a Disbursement Agreement between the County and the Corporation, the County will make a financial contribution of \$50,000 to the Corporation for the fiscal year running from July 1, 2015 through June 30, 2016. As a result of such payment, the County shall be a member in good standing of the Corporation with the rights and obligations provided herein and in the Bylaws, including specifically, the right to name two (2) directors as set forth in the Bylaws.

3. In accordance with the terms of a Disbursement Agreement between Milford and the Corporation, Milford will make a financial contribution of \$10,000 to the Corporation for the fiscal year running from October 1, 2015 through September 30, 2016. As a result of such payment, Milford shall be a member in good standing of the Corporation 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 Disbursement Agreement between Utica and the Corporation, Utica will make a financial contribution of \$5,000 to the Corporation for the fiscal year running from October 1, 2015 through September 30, 2016. As a result of such payment, Utica shall be a member in good standing of the Corporation 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 Corporation, each such entity shall be entitled to vote on all matters raised at meetings of the members of the Corporation, except for matters relating to election of private directors. The number of votes to which the public entity is entitled shall be equal to the total annual contribution made by the public entity divided by \$100. 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 2015 and terminate at the end of their fiscal year in 2016, 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 Corporation 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 Corporation.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS OF THE FOREGOING, the parties have signed this Agreement effective as of the ____ day of _____, 2015.

CITY OF SEWARD, NEBRASKA

SEWARD COUNTY ECONOMIC
DEVELOPMENT CORPORATION

By: _____
Mayor

By: _____
President

Date: _____

Date: _____

IN WITNESS OF THE FOREGOING, the parties have signed this Agreement effective as of the ____ day of _____, 2015.

COUNTY OF SEWARD, NEBRASKA

SEWARD COUNTY ECONOMIC
DEVELOPMENT CORPORATION

By: _____
Chairperson

By: _____
President

Date: _____

Date: _____

IN WITNESS OF THE FOREGOING, the parties have signed this Agreement effective as of the ____ day of _____, 2015.

VILLAGE OF UTICA, NEBRASKA

SEWARD COUNTY ECONOMIC
DEVELOPMENT CORPORATION

By: _____
Chairperson

By: _____
President

Date: _____

Date: _____

IN WITNESS OF THE FOREGOING, the parties have signed this Agreement effective as of the ____ day of _____, 2015.

CITY OF MILFORD, NEBRASKA

SEWARD COUNTY ECONOMIC
DEVELOPMENT CORPORATION

By: _____
Mayor

By: _____
President

Date: _____

Date: _____