

AGENDA

SEWARD CITY COUNCIL MEETING

Tuesday, November 3, 2015 @ 7:00 PM

NOTICE IS HEREBY GIVEN that a meeting of the City Council of the City of Seward, Nebraska will be held at 7:00 PM on Tuesday, November 3, 2015, in the Municipal Building Council Chambers, 142 North 7th Street, Seward, Nebraska, which meeting will be open to the public. The Mayor and City Council reserve the right to adjourn into Closed Session as per Section 84-1410 of the Nebraska Revised Statutes. An Agenda for such meeting, kept continually current, is available at the Office of the City Clerk, 537 Main Street, Seward, Nebraska, during normal business hours. Individuals requiring physical or sensory accommodations, who desire to attend or participate, please contact the City Clerk's Office at 402.643.2928 no later than 3:30p.m. on the Friday preceding the Council Meeting.

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

AGENDA ITEMS

CALL TO ORDER – Mayor Eickmeier

PLEDGE OF ALLEGIANCE-MOMENT OF SILENCE - Mayor Eickmeier

DISCLOSURE OF OPEN MEETINGS ACT & OTHER NOTIFICATIONS - Mayor Eickmeier

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

ROLL CALL - Mayor Eickmeier

1. CONSIDERATION OF APPROVAL OF DRAFT MINUTES OF OCTOBER 20, 2015 - Bonnie Otte

2. CONSIDERATION OF CONSENT AGENDA

- A. Claims & Payables Reports
- B. Infrastructure Cost Items Reimbursable Back to the City

3. CONSIDERATION OF APPROVAL OF AMENDED NEBRASKA COMMUNITY ENERGY ALLIANCE (NCEA) INTERLOCAL AGREEMENT - Bruce Smith

- A. Consideration of a Resolution designating an alternate to represent the City at the annual and other meetings of the NCEA

4. CONSIDERATION OF PURCHASING THE ASSETS OF THE SEWARD COUNTRY

CLUB – Mayor Eickmeier & Bruce Smith

5. CITY ADMINISTRATOR'S REPORT- Bruce Smith

6. FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE ACTION - Mayor Eickmeier

7. ANNOUNCEMENT OF UPCOMING EVENTS - Mayor Eickmeier

- A. November 28 @ 5:30 p.m. - Chamber of Commerce Annual Holiday Lighted Parade
- B. December 5 from 8:00 a.m. to 11:00 a.m. - Chamber of Commerce Rudolph's Red Nose Run - Middle School to Plum Creek Trail

8. MOTION TO ADJOURN

I, Bonnie Otte, the duly appointed, qualified and acting Assistant Administrator/Clerk-Treasurer/Budget & Human Resource Director of the City of Seward, Nebraska, hereby certify:

That the foregoing Notice of Meeting and Agenda for such meeting has been posted in the following places: Seward City Hall, Seward County Courthouse, Seward Memorial Library and CityofSewardNE.com

IN WITNESS WHEREOF, I have hereunto set my hand officially and affixed the seal of the City this 30th of October, 2015.

Bonnie Otte

Assistant Administrator/Clerk-Treasurer/Budget & Human Resource Director

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

Item G1

**CONSIDERATION OF APPROVAL OF DRAFT MINUTES OF
OCTOBER 20, 2015 - Bonnie Otte**

Administrative Report: A motion to approve the minutes as written or with modifications would be in order.

Staff Contact:

October 20, 2015

The Seward City Council met at 7:00 p.m. on Tuesday, October 20, 2015, with Mayor Joshua Eickmeier presiding and Assistant Administrator /Clerk-Treasurer /Budget & Human Resources Director Bonnie Otte recording the proceedings. Upon roll call, the following Councilmembers were present: Jon Wilken, Ellen Beck, Sid Kamprath, Barbara Pike, John Singleton, Chris Schmit, Dick Hans. Other officials present: City Administrator Bruce Smith and Attorney Christina Usher, filling in for City Attorney Kelly Hoffschneider. Absent: Dean Fritz.

Notice of the meeting was given in advance thereof by the method of communicating advance notice of the regular and special meetings of the City Council of the City of Seward, Nebraska, as stated in Ordinance No. 2015-08, which was adopted on the 5th day of May, 2015; said method stating that the notice of such meeting, with the agenda thereon, be posted in the following places: City Hall, Seward County Courthouse, Municipal Building, and Seward Public Library. The certificate of posting notice is attached to these minutes. Notice of this meeting was simultaneously given to the Mayor and all members of the City Council and a copy of their acknowledgment of receipt of notice and the agenda are attached to these minutes. Availability of the agenda was communicated in the advance notice 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 attendance of the public.

THE PLEDGE OF ALLEGIANCE

Mayor Eickmeier announced that a copy of the Agenda for this meeting is posted on the north wall of the Municipal Building and copies are available on the north wall where a copy of the Open Meetings Act is also posted for public inspection. He also noted that any citizen wishing to address the Council should come to the podium, state their name and address and limit their comments to five minutes. All remarks should be directed to the Mayor/Chairperson, who will then determine who will make any appropriate response. The City of Seward reserves the right to adjust the order of items on this agenda if necessary and may elect to take action on any of the items listed.

1. INTRODUCTIONS, SPECIAL PRESENTATIONS & PROCLAMATIONS

Mayor Eickmeier welcomed Katrina Goldsmith as the newly-hired Aging Services Commission Assistant.

2. APPROVAL OF MINUTES OF OCTOBER 6, 2015 COUNCIL MEETING

Councilmember Singleton moved, seconded by Councilmember Pike, that the minutes of the October 6, 2015 City Council meeting be approved.

Aye: Hans, Beck, Wilken, Pike, Singleton, Schmit, Kamprath

Nay: None

Absent: Fritz. Motion carried.

3. CONFIRMATION OF MAYOR'S APPOINTMENTS

Councilmember Schmit moved, seconded by Councilmember Pike, that the resignation of Thomas Spunaugle from the Planning Commission and Seward Community Redevelopment Authority be accepted.

Aye: Hans, Beck, Wilken, Pike, Singleton, Schmit, Kamprath

Nay: None

Absent: Fritz. Motion carried.

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Councilmember Beck moved, seconded by Councilmember Pike, that the resignation of David Kumm from the LB840 Sales Tax Application Review Board for Economic Development be accepted.

Aye: Hans, Beck, Wilken, Pike, Singleton, Schmit, Kamprath

Nay: None

Absent: Fritz. Motion carried.

Councilmember Pike moved, seconded by Councilmember Schmit, that the resignation of Mary Meyer from the Civil Service Commission be accepted.

Aye: Hans, Beck, Wilken, Pike, Singleton, Schmit, Kamprath

Nay: None

Absent: Fritz. Motion carried.

4. CONSENT AGENDA CONSIDERATION ITEMS

Councilmember Singleton moved, seconded by Councilmember Pike, that the following Consent Agenda items be approved in one single motion:

- A. Claims & Payables Reports
- B. City Clerk-Treasurer Report
- C. City Codes Director Report
- D. Police Department Report
- E. Seward County Economic Development Corporation Director's Report
- F. Infrastructure Cost Items Reimbursable Back to the City.

CLAIMS LIST
10-20-15
COUNCIL MEETING

Abbreviations: Bu, Building Upkeep; Eq, Equipment; Ex, Expense; Ma, Maintenance; Mi, Mileage; Misc, Miscellaneous; Re, Repairs; Sa, Salaries, Se, Services; Su, Supplies; Ut, Utilities, CI, Capital Improvements; GU, Grounds Upkeep.

Advanced Floor Care Inc	Ma	250.00
Aldrich Melvin L	Ex	90.00
Alliance Technologies	Se	3,823.60
Allied Surveying & Mapping	Se	200.00
Ameritas Life Insurance Co	Ins	8,466.56
Anderson Brock	Misc	70.00
Austin T J	Misc	70.00
Awards Unlimited Inc	Su	5.00
Baker & Taylor	Su	626.07
Baldwin Alan	Mi, Su, Meals	216.87
Beehive Industries LLC	Se	33,600.00
Black Hills Energy	Ut	123.05
Bloebaum Nickalas	Ex	90.00
Brunckhorst Kent	Ex	90.00
C N A Surety	Ins	100.00
Capital Business-Cheyenne	Su	103.00
Capital Business-Dallas	Ma	225.00

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Car & Driver Magazine	Su	12.00
Cihal Alan F	Ex	90.00
City Seward Electric Fund	Ut	44,682.93
City Seward Library Petty	Su	138.43
City Seward Merchant Services	Fees	1,441.77
City Seward Payroll Account	Payroll	229,526.39
Consolidated Management	Meals	85.50
Core Robert	Ex	160.00
Cross & Sons Inc	Su	215.00
Ditch Witch Omaha	Re	59.15
Dredge Clayton	Ex	90.00
Duer Bryan	Ex	90.00
Duffek Daniel D	Ex	90.00
Dutton-Lainson Co	Su	2,702.82
E M C Insurance Companies	Ins	1,114.44
Farmers Coop Seward	Gu, Su, Re	2,654.65
Fast Mart	Su	17.51
Fastenal Company	Su, Re	590.99
Ferguson Steven C	Ex	90.00
Fisher Zachary G	Misc	375.00
French Matthew	Ex	90.00
Fritz Dean	Trees	150.00
Fyr-Tek	Re	87.80
G I S Workshop Inc	Se	7,725.00
Garbage Company 3057	Se	6,480.51
Garcia Carol	Incentive	400.00
General Fire & Safety Eq	Bu	51.75
Gerhold Concrete Co Inc	Re, Su	3,087.66
Gonzalez Edward	Ex	90.00
Graybar	Ci	2,589.40
H & S Plumbing Heating & AC	Bu	187.50
Hansen Dan	Ex	90.00
Health Magazine	Su	30.00
Hecker Jeanie	Su	32.00
Helmlink Printing Inc	Su	895.10
Hemphill Electric LLC	Su	334.24
Hobson Automotive & Tire	Re	941.32
Hochstein Jared	Ex	90.00
Holiday Inn-Kearney	Trng	263.85
Hughes John	Ex	90.00
Husker Electric Supply Co	Re, Su	3,556.33
Internal Revenue Service	Fees	9.48
Int'L Institute Municipal	Dues	250.00

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Jackson Ron	Misc	70.00
Jackson Services Inc	Ma	162.32
Janicek Gary M	Meals	9.08
Johner Randy	Ex	121.01
Jones National Bank & Trust	Eq	278.20
Kriz-Davis Co	Re, Su, Ci	38,957.76
Languein Connie	Se	920.00
Last Mile Network Consult	Se	223.60
Latsch'S	Su	80.25
League Ne Municipalities	Conf	373.00
Lincoln Winwater Works	Re	661.26
Love Of Quilting Magazine	Su	32.97
Mailand'S Clothing	Uniforms	38.50
Matheson Tri-Gas Inc	Su	94.30
Mattson Ricketts Law Firm	Se	4,001.00
Memorial Health-Meals	Meals	2,113.02
Mid-American Benefits Inc	Ins	397.22
Midwest Auto Parts	Su, Re, Bu	592.78
Midwest Automotive	Re	2,850.26
Midwest Laboratories Inc	Se	1,406.37
Miers Robert M	Ex	90.00
Miller Greg / Mindy	Misc	325.00
Mueller Ronald	Incentive	30.00
Municipal Supply Nebraska	Re	758.44
Nat'L Audio Company	Su	343.92
Nebraska Equipment Inc	Re	2,494.19
Nebraska Health Environment	Se	469.00
Nebraska Mun Clerks' Asso	Dues	70.00
Nebraska Pub Pow-DesMoine	Incentive, Ut	581,911.11
Nebraska Safety Council	Dues	350.00
Nebraska Sports	Eq	278.95
Niemann'S Port-A-Pot LLC	Gu	400.00
Nitz Arden A	Bu	160.74
O C L C Inc	Se	180.69
Office Depot Inc	Bu, Su	179.98
O'Kief John F	Ex	90.00
One Call Concepts Inc	Se	104.05
One Source Background Check	Se	19.00
O'Reilly Auto Parts	Re, Su	459.36
Orscheln Farm & Home	Su, Bu, Re	273.67
Otte Donna	Mi	37.38
Pac 'N' Save Discount Foods	Su	682.30
Page My Cell	Se	500.00

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Pedersen Brent	Ex	90.00
Pfeil Heather	Misc	250.00
Pitney Bowes Reserve Acco	Su	3,200.00
Plains Equipment Group Inc	Re	14.84
Policky Brandon A	Ex	90.00
Pollak Cody	Ex	90.00
Pollak Douglas W	Ex	100.30
Porter Norman	Incentive	35.00
Precision Tool & Machine	Re, Su	57.00
Quill Corp	Su	711.18
Regulatory Compliance Ser	Se	395.00
Regulatory Software Ser	Se	948.00
Richtig Tim L	Ex	90.00
Ri-Tec Industrial Product	Su	125.00
Ruether Larry L	Ex	90.00
Sam'S Club (Lib-Rec-Pool)	Su	447.68
Sam'S Club (Sen Center)	Dues, Ex	132.17
Sanley Patricia	Ex	90.00
Schaefer Concrete LLC	Su	3,646.00
Schaefer Troy	Ex	90.00
Schindler Elevator Corp	Ma	843.72
Schranz Jacquelyn	Su	39.52
Seward County Independent	Su	636.02
Seward County Public Power	Ut	1,346.46
Seward County Treasurer	Se	15,188.50
Seward High Cross Country	Misc	300.00
Seward Lumber & Home Center	Su, Bu, Re	606.18
Seward School District	Ex	195.05
Smith Bruce	Meals, Misc	200.07
Smith Michael	Ex, Glasses	283.19
Spickelmier & Son Inc	Re	7,315.00
Sports Express	Su	289.00
St Louis Michelle	Ex	90.00
Suhr & Lichty Insurance A	Ins	260,678.00
Taser Training Academy	Trng	200.00
Taste Of The South Magazine	Su	32.00
Time Warner Cable	Se	79.38
U S A Bluebook - Cust 812	Su	1,091.75
U S Postal Service	Su	168.00
Ultramax	Su	1,073.00
Vancura Brad	Misc	140.00
Verizon Wireless	Se	189.03
Visa - Pinnacle Bank	Misc	43.76

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Wattier Mark	Ex	90.00
Wesco Distribution Inc	Ci	107,614.52
Windstream Nebraska Inc	Se	2,318.94
Wolter Gary	Ex	171.88
CLAIMS TOTAL		\$1,415,403.49

Aye: Hans, Beck, Singleton, Wilken, Pike, Schmit, Kamprath
Nay: None
Absent: Fritz. Motion carried.

5. PUBLIC HEARING - 7:00 P.M. - CONSIDERATION OF PRELIMINARY AND FINAL PLAT OF PITSCH ADDITION

Public Facilities/Capital Improvement/GIS Director John Hughes presented the application from Betty Pitsch for a replat of two existing lots located at 864 N 5th St and 916 N 5th St. The subdivision involves moving the middle property line, making one lot larger and one smaller. The property is currently zoned Residential (R-3) and proposed subdivision conforms with the City's Comprehensive Plan.

Mayor Eickmeier opened the public hearing. Hearing no comment, Mayor Eickmeier closed the public hearing.

Ordinance No. 2015-16 approving the Final Plat of Pitsch Addition was adopted.

Councilmember Pike moved, seconded by Councilmember Kamprath, that the minutes of the proceedings of the Mayor and Council of the City of Seward, Seward County, Nebraska in the matter of passing and approving Ordinance No. 2015-16, "AN ORDINANCE TO APPROVE THE PLAT ENTITLED "PITSCH ADDITION", CITY OF SEWARD, SEWARD COUNTY, NEBRASKA," AS HEREINAFTER SET FORTH, LOCATED ON 5TH STREET BETWEEN HILLCREST DRIVE AND CEDAR STREET; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT" be preserved and kept in a separate and distinct volume known as "Ordinance Record, City of Seward, Nebraska" and that said separate and distinct volume be incorporated in and made a part of these proceedings the same as though it were spread at large herein.

Aye: Schmit, Hans, Beck, Wilken, Pike, Singleton, Kamprath
Nay: None
Absent: Fritz. Motion carried.

6. PUBLIC HEARING - 7:00 P.M. - CONSIDERATION OF A SPECIAL USE PERMIT FROM PAMELA HAMPL, 1075 AUGUSTA DRIVE, TO OPERATE A HAIR SALON AT RESIDENCE

Public Facilities/Capital Improvement/GIS Director John Hughes presented the application of Pamela and Michael Hampl for a Special Use Permit to operate a Hair Salon in their residence. The City's Unified Land Use Ordinance allows for Hair Salon occupancy under a Special Use Permit.

Pamela Hampl provided some brief comments on the desire to have this business from her home.

Mayor Eickmeier opened the public hearing. Hearing no comments, Mayor Eickmeier closed the public hearing.

Councilmember Hans moved, seconded by Councilmember Singleton, that a Special Use Permit be issued to Pamela and Michael Hampl to operate a Hair Salon

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at their residence of 1075 Augusta Drive.

Aye: Hans, Beck, Singleton, Pike, Wilken, Schmit, Kamprath

Nay: None

Absent: Fritz. Motion carried.

7. CITIZEN CONCERNS REGARDING CELL TOWER SETUP AND LOCATION

Councilmember Singleton stated Norm Porter of 104 N 1st Street was not able to attend the meeting; however, he (Mr. Porter) expressed concern that the cell tower located near his home is interfering with his day-to-day lifestyle. The agenda item statement prepared and submitted by Mr. Porter indicated trouble sleeping, headaches, backaches, nausea, and skin irritation.

Mayor Eickmeier stated that cell towers are regulated by the FCC and there is not much a community can do with regard to their location other than with landscaping around them.

Public Facilities/Capital Improvement/GIS Director John Hughes stated he visited with Mr. Porter about the City's limitations with regard to cell tower placement or setup. Mr. Hughes added that Verizon contacted the Building and Zoning Department with regard to modifying their tower emissions and equipment on the tower; however, their inquiry was prior to the City receiving the concerns from Mr. Porter and he is not aware of any changes at this point.

No action was taken.

8. CONSIDERATION OF STREET CLOSURE CROSSING HWY 15 FOR CHAMBER OF COMMERCE ANNUAL HOLIDAY PARADE PERMIT ON NOVEMBER 28, 2015

Kathy Evert, Chamber of Commerce Interim Executive Director presented the request for a parade permit for the annual holiday parade to be held on November 28.

Mayor Eickmeier stated that since the parade route crosses Hwy 15, the Council must take action on the request, which is submitted to the State Department of Roads.

Councilmember Singleton moved, seconded by Councilmember Schmit, that a Parade Permit for the Chamber of Commerce annual holiday parade to be held on November 28, 2015 be approved.

Aye: Hans, Beck, Singleton, Pike, Wilken, Schmit, Kamprath

Nay: None

Absent: Fritz. Motion carried.

9. CONSIDERATION OF REJECTION OF BID FOR ROBERTS STREET AREA DISTRIBUTION LINE UPGRADES

Garrett Klein of Olsson Associates addressed the Council stating only one bid was received on the Roberts Street Area Distribution Line Upgrade project at a price of \$692,875. The project estimate was \$450,000. He stated they reviewed their estimate and made some adjustments, but not to the level of the bid which was received. He stated they contacted some of the contractors that did not bid and found that the contractors were working on other projects at the time and could not meet the proposed timeline in the bid specs. He stated he feels that if the project were to be rebid with the completion date adjusted, the City would likely receive additional bids. Mr. Klein recommended the City reject the bid and readvertise the project.

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A question was raised if there was concern that the project was budgeted at \$450,000 and the new engineer's estimate was \$504,000. City Administrator Smith stated he was not concerned with the budgeted amount and slightly higher engineer's estimate and concurred to move forward with the readvertising the project.

Councilmember Singleton moved, seconded by Councilmember Wilken, that the bid from IES Commercial, Inc, PO Box 27, Holdrege, NE in the amount of \$692,875 for the Roberts Street Area Distribution Line Upgrade project be rejected, due to the bid being significantly higher than the engineer's estimate and that the project be readvertised for bids.

Aye: Hans, Beck, Singleton, Pike, Wilken, Schmit, Kamprath

Nay: None

Absent: Fritz. Motion carried.

10. PRESENTATION BY NEBRASKA PUBLIC POWER DISTRICT ON WHOLESALE POWER CONTRACT

Pat Pope with Nebraska Public Power District (NPPD) presented information on NPPD's power generation, assets, history of rates, cost of purchasing power, and contract options. He stated NPPD is proposing a new 20-year wholesale contract with their power purchasers, which would begin January 1, 2016. Under this new contract, NPPD is proposing a 0.6% rate increase for 2016. The City has 5 years remaining on the current contract; however, if they choose to not renew with the new contract prior to January 1, there will be a 3.8% rate increase for 2016. Mr. Pope explained that the reasoning for the increase for those customers choosing to not renew the contract is the need to collect a portion of retiree healthcare obligations associated with past service. He stated it is more difficult to fund the healthcare obligations within this short-term (5 years remaining in current contract) than under a 20-year contract obligation.

There was some discussion about the potential of NPPD coming back at year 10 or 15 of the new contract and requesting a new contract again, without getting the full benefit of the full 20 years. There was also concern expressed that the cities remaining with NPPD (some have given notice they are terminating their contract) are being penalized to make up for those who have chosen to end the relationship. When asked why there was no mechanism in place to adjust for those exiting the contract, Mr. Pope stated there has always been the assumption that the wholesale customers would stay with NPPD. He said that was incorrect; however, he said he did not feel it would be appropriate to only charge an increase to those who are leaving the contract and the only option that seemed to work was to what is being presented. When asked why NPPD didn't begin working on a plan earlier to correct the shortfall for funding the retiree healthcare, Mr. Pope stated if they would have started collecting for the retiree healthcare earlier, it would have put pressure on rates, and since there was the assumption that all of the wholesale customers would continue with the contract, NPPD did not want to raise the rates.

Mayor Eickmeier stated the citizens expect the City to maintain and not increase the utility rates and there have been times when NPPD has increased the cost of the service and the City did not pass it along to the citizens but covered the costs through delay on infrastructure or other cost-cutting measures.

No action was taken.

11. CONSIDERATION OF A CONSULTING SERVICES AGREEMENT WITH JK CONSULTING FOR PROVIDING A COMPLETE POWER SUPPLY EVALUATION

October 20, 2015

John Krajewski, P.E. with JK Energy Consulting, LLC presented an agreement to provide consulting services to complete a Power Supply Evaluation for the City and its municipal electric utility at a cost of \$12,000-\$15,000, with the project to be completed by the end of December, 2015.

City Administrator Smith stated he has known and worked with Mr. Krajewski for 25 years and believes he will provide a neutral opinion and recommendation for the Council. He stated he feels this would provide the Council with options to make an informed decision.

Councilmember Singleton moved, seconded by Councilmember Schmit, that an agreement with John Krajewski, P.E. with JK Energy Consulting, LLC, 650 J Street, Suite 108, Lincoln, NE to provide consulting services to complete a Power Supply Evaluation for the City and its municipal electric utility at a cost of \$12,000-\$15,000 be approved.

Aye: Schmit, Hans, Beck, Wilken, Pike, Singleton, Kamprath

Nay: None

Absent: Fritz. Motion carried.

12. CONSIDERATION OF AN AGREEMENT WITH EARTH NETWORKS, INC FOR PLACEMENT OF A WEATHER CAMERA, WEATHER STATION, AND RELATED HARDWARE AND SOFTWARE ON THE WATER TOWER

Mayor Eickmeier stated that legal counsel has some concerns with the agreement with Earth Networks, Inc and would like to propose some changes prior to Council consideration and asked that the item be tabled.

Councilmember Schmit moved, seconded by Councilmember Singleton, that an agreement with Earth Networks, Inc, 12410 Milestone Center Drive, Suite 300, Germantown, MD for placement of a weather camera, weather station, and related hardware and software to be placed on the water tower be tabled for further review by the City's legal counsel.

Aye: Schmit, Hans, Beck, Wilken, Pike, Singleton, Kamprath

Nay: None

Absent: Fritz. Motion carried.

13. CITY ADMINISTRATOR REPORT

Councilmember Pike moved, seconded by Councilmember Singleton, that the City Administrator's Report dated October 20, 2015 be accepted.

Aye: Hans, Beck, Singleton, Pike, Wilken, Schmit, Kamprath

Nay: None

Absent: Fritz. Motion carried.

14. FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE ACTION

None.

15. ANNOUNCEMENT OF UPCOMING EVENTS

- A. October 25 from 10:00 a.m. - 5:00 p.m. - Seward Youth Center Fundraiser - 4th Street between Hwy 34 & South Street
- B. October 31 from 4:30-7:00 - United Methodist Church - Halloween Trunk N Treat -Northern Heights to Crestwood on N 5th Street
- C. November 28 at 5:30 p.m. - Annual Holiday Lighted Parade

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16. MOTION TO ADJOURN

Councilmember Pike moved, seconded by Councilmember Singleton, that the October 20, 2015 City Council Meeting adjourn.

Aye: Hans, Beck, Singleton, Wilken, Schmit, Pike, Kamprath

Nay: None

Absent: Fritz. Motion carried.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

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

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

Item G2

CONSIDERATION OF CONSENT AGENDA

Claims & Payables Reports

Infrastructure Cost Items Reimbursable Back to the City

Administrative Report: After review of listed Consent Agenda items and supporting documents/reports, one motion to approve the consent agenda would be in order. Council may choose to pull any item from the Consent Agenda and consider/act on it separately.

Staff Contact:

CLAIMS LIST
11-3-15
COUNCIL MEETING

Abbreviations: Bu, Building Upkeep; Eq, Equipment; Ex, Expense; Ma, Maintenance; Mi, Mileage; Misc, Miscellaneous; Re, Repairs; Sa, Salaries, Se, Services; Su, Supplies; Ut, Utilities, CI, Capital Improvements, Gu, Grounds Upkeep.

Alliance Technologies	Se	594.74
Ameritas Life Insurance Co	Ins	6,010.91
Blue Cross Blue Shield Ne	Ins	51,209.18
Bornkamp Technology Group	Re	165.85
Capital Business-Cheyenne	Re	104.23
Capital Business-Dallas	Ma	342.15
Caterpillar Financial	Lease	20,258.69
Chase Card Service		849.28
Zebratechnologies	Su	100.97
Amazon	Su	19.98
RBT Jazz A Louisiana	Meal	39.56
Hilton Hotels	Trng	142.80
El Bee S Omaha	Meal	22.25
Ruby Tuesday	Meal	45.00
Chicken Coop	Meal	33.98
Sozo American Cuisine Krny	Meal	8.64
Fuji Japanese Steakhouse	Meal	21.11
Imi Norgren	Eq	60.90
Zoomshift	Su	70.00
Walmart	Su	78.89
Durham Ellis	Su	205.20
City Buildings/Grounds	Operations	3,000.00
City Electric Fund	Ut	27,136.79
City Library Petty Cash	Su	108.80
City Payroll	Payroll	120,695.06
Concrete Industries	Ma	303.80
Constellation NewEnergy	Ut	56.75
Carson Core	Ex	100.00
Delta Dental	Ins	1,335.80
Ditch Witch	Re	171.66
Dutton-Lainson	Ci, Su	57,706.14
EMC Insurance Co	Ins	2,705.00
Ellingson Zach	Ex	60.00
Emergency Medical Product	Su	1,606.68
Fast Mart	Su	15.07
Fastenal Company	Su	677.12
Gardner Caden	Ex	100.00
Gerhold Concrete Co Inc	Bu, Re	1,044.22
Gonzalez Antonio	Ex	20.00
Great Plains Communication	Se	586.00
H D Supply Waterworks Ltd	Re, Eq	4,843.24
Hach Company	Se	118.84

Hasty Awards	Su	48.16
Hawkins Inc	Su	884.88
Helmlink Printing Inc	Su	244.56
Hobson Automotive & Tire	Re	1,024.36
Holiday Inn-Kearney	Trng	371.80
Holtorf Derek	Ex	40.00
Husker Electric Supply Co	Re, Bu	555.17
Int'l City Management Assoc	Dues	816.00
Jackson Services Inc	Se	193.76
Jones Automotive	Re	105.00
Krause Joseph	Ex	80.00
Kriz-Davis Co	Su, Re	1,102.42
Last Mile Network Consult	Se	140.00
Latsch'S	Su	17.99
Lee'S Refrigeration	Bu	173.98
Lenz Tyler	Ex	60.00
Mailand'S Clothing	Uniforms	32.00
Matheson Tri-Gas Inc	Su	7.70
Mattson Ricketts Law Firm	Se	4,000.00
Memorial Health-Drug	Ex	1,295.00
Menards	Gu, Su	1,132.31
Micheels Construction Co	Re, Ma	29,987.00
Mid-American Benefits Inc	Ins	498.07
Midwest Service & Sales	Se, Su	14,014.00
Mohrhoff Power Equipment	Re	62.70
Nebraska Equipment Inc	Re	3.02
Nebraska Health Environment	Se	1,578.00
Office Depot Inc	Eq	100.00
Olsson Associates	Se	3,579.51
One Source Background Check	Ex	78.95
O'Reilly Auto Parts	Su, Re	85.37
Orscheln Farm & Home	Su	131.25
Otte Donna	Mi	37.38
Peery Max	Ex	40.00
Pitney Bowes Inc	Se	105.00
Plains Equipment Group Inc	Re	221.08
Plunkett'S Pest Control	Bu	57.32
Police Officers Assoc Neb	Su	96.00
Principal Financial Group	Ins	642.73
Q A Balance Services	Se	85.00
Reams Sprinkler Supply	Re	109.97
Reeves Trevor	Ex	60.00
Sack Lumber Company	Su	50.00
Sam'S Club (Lib-Rec-Pool)	Bu	15.74
Sam'S Club (Sen Center)	Bu, Su	384.33
Schaben P J	Ex	40.00
Seward Area Chamber Commerce	Annual Support	22,500.00
Seward County Economic De	Annual Support	40,000.00
Seward Volunteer Fire Dep	Transfer	7,500.00

Siteone Landscape Supply	Su	861.60
Smith Bruce	Mi, Ex	131.05
Sports Express	Su	43.98
Suhr & Lichty Insurance A	Ins	1,590.00
Time Warner Cable	Se	87.26
Tinius Plumbing Inc	Ma	472.50
Titan Machinery	Re, Su	1,083.54
U S A Bluebook - Cust 812	Su, Bu	159.17
U S Cellular	Ex	228.20
Verizon Wireless	Se	31.03
Wesco Distribution Inc	Ci	<u>30,356.36</u>
	CLAIMS TOTAL	\$471,358.20

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

Item G3

**CONSIDERATION OF APPROVAL OF AMENDED
NEBRASKA COMMUNITY ENERGY ALLIANCE (NCEA)
INTERLOCAL AGREEMENT - Bruce Smith**

Consideration of a Resolution designating an alternate to represent the City at the annual and other meetings of the NCEA

Administrative Report: The important change is the development of an executive board to enable the membership to be more effective to conducting business.

The revised agreement needs adopted once again by each city. The Board has been working on the revised agreement for over a year.

To reiterate, the changes are necessary for the Membership Board to conduct business. The larger they grow the harder it is to achieve a quorum at the meetings. The creation of an Executive Board is intended to relieve the membership of this problem.

The attached resolution allows for the designation of an alternate to represent the City at the annual meeting. The proposed alternate is the Assistant City Administrator. However, Council may choose to name a different position as the alternate or choose to not name an alternate.

Following review and discussion, a motion to approve the amended agreement and the resolution would be in order.

Staff Contact:

NEBRASKA COMMUNITY ENERGY ALLIANCE
INTERLOCAL COOPERATION AGREEMENT
(Amended and Restated as of October 2015)

THIS NEBRASKA COMMUNITY ENERGY ALLIANCE INTERLOCAL COOPERATION AGREEMENT ("Amended & Restated Agreement") is made and entered into by and among the following political subdivisions ("Original Members"):

1. City of Bellevue, Nebraska
2. Central City, Nebraska
3. City of Gothenburg, Nebraska
4. City of Holdrege, Nebraska
5. City of Lexington, Nebraska
6. City of Nebraska City, Nebraska
7. City of Seward, Nebraska
8. South Sioux City, Nebraska
9. City of Wayne, Nebraska

and such other parties ("New Members") that may join in this Agreement as herein provided. The Original Members and New Members are individually referred to as an NCEA member or member of NCEA and collectively referred to as "NCEA members" or "members of NCEA"):

WHEREAS, the above-named nine (9) Original Members have previously entered into an INTERLOCAL COOPERATION AGREEMENT BETWEEN THE POLITICAL SUBDIVISION OF THE STATE OF NEBRASKA, FOR THE ADVANCEMENT OF COMPRESSED NATURAL GAS AND ELECTRIC VEHICLE INFRASTRUCTURE AND COMPRESSED NATURAL GAS AND ELECTRIC VEHICLE USE to form the Nebraska Community Energy Alliance ("NCEA") in connection with each respective Original Member's "commitment to participate" submitted to the Nebraska Environmental Trust ("NET") concerning the NET-sponsored project, Connecting Nebraska Communities Driving America's Fuel! ("NET-CNCDAF Project 14/149");

WHEREAS, the Original Members have found it necessary to amend the existing Interlocal Agreement to provide a mechanism to allow additional public agencies as defined in the Nebraska Interlocal Cooperation Act (Neb. Rev. Stat. §§ 13-801 to 13-827 (Reissue 2012)) ("Interlocal Act") as the same may from time to time be amended and entities to join the NCEA together with a need to amend certain provisions of the previously executed Interlocal Agreement;

WHEREAS, the Original Members of the NCEA desire to have a single document that describes the amended agreement of the parties and, therefore, the original Interlocal Agreement is superseded by this Amended & Restated Agreement;

WHEREAS, the members of the NCEA for their common good desire to enter this Amended & Restated Agreement pursuant to the Nebraska Interlocal Cooperation Act, NEB. REV. STAT. §§ 13-801 to 13-827 (Reissue 2012) ("Interlocal Act") as the same may from time-

to-time be amended, for the purpose of identifying, applying for, administering or otherwise making available to its members such grants or funding sources as are proper under this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions set forth below, the members of NCEA being parties hereto agree as follows:

1. **Creation.** The NCEA members hereby create a joint entity to be known as the "Nebraska Community Energy Alliance" hereinafter referred to as "NCEA" which shall constitute a separate body politic. The NCEA shall function as a local subdivision of government which shall be empowered to make all financial and policy decisions affecting the purpose for which it is created.

2. **Purpose.** The NCEA is organized by and for Nebraska's communities to promote transportation and housing choices that include lifecycle cost of ownership, retained energy value, and economic competitiveness by coordinating and leveraging federal and state policies and investments to community projects demonstrating direct high impact.

3. **Membership Board.** The affairs, actions, and conduct of the business of the NCEA shall be by the Membership Board ("Board"). The Board shall exercise authority over NCEA in accordance with applicable laws and shall set the policy delegating to its officers, agents, and committees as appropriate.

Membership Board Composition. The Membership Board shall consist of one representative from each NCEA member which representative shall be appointed by resolution of the governing body of such member. Each NCEA member may at its discretion appoint one alternative representative who will represent that NCEA member in the event the representative is unable to attend a meeting of the Board. The representative and alternate shall serve at the pleasure of his or her respective organization. Any vacancy which occurs in the Board shall be filled within thirty days through the appointment of a replacement by the respective NCEA member.

a. **Eligibility.** In addition to any other eligibility requirements, a Board candidate must be a NCEA member representative. No NCEA member may be represented by more than one (1) representative on the Board.

b. **Vacancies.** If a member of the Board of Directors at any time during his or her term of office no longer meets the requirements for the initial appointment of the member, or resigns or no longer is able to serve as a member of the Board of Directors, the office of such Board member shall be deemed to be vacant as of the date such Board member no longer meets such requirements or resigns or is no longer able to serve as a member of the Board. A vacancy on the Board shall be filled by appointment of a new

representative by resolution of the applicable governing body represented by the vacant Board member.

c. **Meetings and Conduct of Business.** Meetings of the Board shall be conducted at least annually and at such other frequent times as may be required by the business of NCEA or governing law. A majority of Board members shall constitute a quorum for the transaction of business provided that the Board shall have no authority to approve any item before the Board, except by an affirmative vote from a majority of its members, unless otherwise specifically required by law. Meetings shall be conducted in accordance with the Nebraska Open Meetings Act, NEB. REV. STAT. §§ 84-1407 (Reissue 2014), *et. seq.* as the same may from time-to-time be amended. Robert's Rules of Order, latest edition, shall govern all meetings of the Board of Directors.

d. Teleconferencing shall be allowed provided that NCEA follows state restrictions on its use.

e. **Officers of the Board.** The Board shall select a chairman, vice-chairman, secretary, and treasurer.

- i. **Chairman.** The Chairman shall preside at all meetings of the Board and have such general powers and duties of supervision and management as shall be necessary and germane or required for the execution and prosecution of the affairs of NCEA.
- ii. **Vice-Chairman.** The Vice-Chairman shall serve in the absence of the Chairman and, in the Chairman's absence, shall have all of the powers and duties of the Chairman and shall have such other powers and duties as the Chairman or members shall from time-to-time delegate to the Vice-Chairman.
- iii. **Secretary.** The Secretary shall keep minutes of all meetings conducted by NCEA and shall be the keeper of the records of NCEA.
- iv. **Treasurer.** The Treasurer shall prepare and submit in writing a quarterly report of the state of finances of NCEA and pay NCEA money only upon authorization granted by the Board or Chairman. Payment of all accounts under authorization shall be made on check signed by the Treasurer.

In addition to the foregoing, the officers shall have such other and additional duties, powers, privileges, and authority as the Board may, in its bylaws or otherwise, determine appropriate or necessary.

f. **Executive Board Composition.** The Executive Board shall consist of the four Membership Board Officers and two At Large members elected by the Membership Board.

Executive Board elections will be held annually at NCEA's Annual Membership Meeting. NCEA Executive Board will meet at a minimum quarterly to monitor organizational operations and conduct routine business.

4. **Projects.**

a. **NET-CNCDAF Project 14/149.** With respect to the NET-CNCDAF Project 14/149, the members participating in such Project agree to cooperate with each other and other public agencies on electric vehicle infrastructure and compressed natural gas and electric vehicle use project activities at the earliest practical time to avoid delays and duplication of effort later, head off potential conflicts, and ensure that planning and project development decisions reflect environmental values. Participating members agree to coordinate to reduce duplication between requirements under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 *et seq.*) and state and local planning and environmental review requirements, unless the agencies are specifically barred from doing so by applicable law. Members participating in the NET-CNCDAF Project 14/149 also agree to provide a minimum of a 50/50 match as may be required by grants or up to \$15,000 per vehicle and \$3,600 per electric vehicle infrastructure. Said members further agree to provide appropriate insurance coverage for all equipment and vehicles purchased or leased pursuant to the NET-CNCDAF Project 14/149. Participating members also agree to provide information identifying potential impacts and mitigation issues in a combined method.

b. **Other Projects and Granting Agencies.** As determined by the NCEA Board, NCEA may develop and administer other projects and seek funding for the same. "Other projects" shall be broadly construed but must be consistent with NCEA's purpose, this Agreement, and applicable laws and regulations. "Granting agency" as used in this Agreement, shall also be broadly construed as any entity, individual, or agency providing funding which is developed or administered by NCEA. No project may be developed or administered, nor agreement with any granting agency be entered into, by NCEA unless first being approved by the NCEA Board of Directors.

5. **Additional Members.**

a. **Method.** The Board may invite other public agencies to join the NCEA, and such invitees shall become a New Member by executing a New Member Counterpart of this Agreement and making the initial contribution as described in Paragraph 7.a of this Agreement.

b. **Participation Rights.** A New Member shall not be guaranteed opportunity to participate in grants or other projects in which NCEA is already involved on the date the New Member joins NCEA. A New Member is entitled to consideration by NCEA for participation in any grants or projects in which NCEA becomes involved after the date on which the member joins NCEA.

6. **Powers and Responsibilities.** The powers and responsibilities of NCEA as carried out by the Board shall include, but not be limited to the following:

- a. Set budgets and to provide for a system of budgeting, accounting, auditing, and reporting of all NCEA funds and transactions for a depository and for the bonding of employees and officials;
- b. Establish the fiscal year of the NCEA and establish fiscal policies;
- c. Establish reasonable rules and regulations for the participation in NCEA and participate in any project or funding opportunity obtained or administered by NCEA;
- d. Seek and obtain contracts, agreements and other arrangements whereby NCEA or its members will receive support and assistance for the purpose of pursuing the objects and purposes of NCEA from such other entities as NCEA from time to time shall determine necessary or appropriate, including, but not limited to, for-profit and non-profit organizations, and all other persons, provided, however, such contract shall not exceed any authority or powers delegated to NCEA by its members;
- e. Provide for the identification, obtaining, maintenance, management, reporting, and administration of projects for grant and funding opportunities to further the best interests of the political subdivisions which are parties hereto and the citizens of such political subdivisions consistent with the purpose of NCEA;
- f. Contract for the delegation or performance of duties imposed upon it herein including, but not limited to, the budgeting, accounting, auditing, and reporting and such other professional services including, but not limited to, legal services, financial services, and accounting services. Such contract may be with an outside party or other appropriate vendors. Such contract may be entered into with and between nonparties to this Agreement or with NCEA members;
- g. Manage and review operations;
- h. Address any related questions and concerns of the general public;
- i. Make application for any permits or licenses required by regulating agencies;
- j. Hire and fire such personnel as are needed to carry out the objectives of NCEA, fix their compensation benefits, enact personnel rules and regulations, and enter into employment agreements;

- k. Adopt bylaws and standard operating procedures regarding the organization and operation of the NCEA and amend and repeal bylaws, rules, regulations, or standard operations to carry out and effectuate its powers and purposes;
- l. Make application for and receive grants related to the purposes for which NCEA was formed;
- m. Borrow funds as necessary;
- n. Contract with and compensate consultants for professional services including, but not limited to, lawyers, accountants, and others necessary or useful and convenient to the purposes of NCEA;
- o. Sue and be sued;
- p. Acquire, hold, use and dispense appropriately of funds received;
- q. Acquire, hold, use and dispose of real and personal property for the purposes of the NCEA;
- r. Make or cause to be made any action necessary or useful and convenient to carrying out the functions of the NCEA;
- s. Have a seal and alter the same at pleasure or dispose with the necessity thereof;
- t. Make application for, receive, and accept donations, gifts, grants, the guest appropriations, or other contributions or assistance and monies, services, materials, or otherwise from the United States or any of its agencies from the State or any of its agencies or political subdivisions or from any persons and to use or expend all such contributions in carrying out its operations not inconsistent with the requirements thereof;
- u. Establish advisory groups and/or committees by appointing individuals to carry out the purposes of NCEA and pay necessary and proper expenses of such group as the Board shall determine and dissolve such groups;
- v. Select a financial agent and invest funds or property as allowed under law and in accordance with requirements imposed by any granting agency;
- w. Purchase insurance, bond any employee or agent, for the purpose of protecting NCEA and its members against liability related to the operation or functions of NCEA;

- x. Employ such persons as are necessary to carry out the purposes of NCEA and pay the necessary and proper expenses of said persons; and
- y. Make and execute contracts, leases, and other instruments necessary or convenient to the exercise of its powers.
- z. All other powers authorized by the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801 et seq.

7. **Finances and Budget.**

a. **Funding.** Annually or at such other frequent intervals as the Board may determine, each of the NCEA members shall contribute such funds as are necessary to conduct the operations of NCEA. Each NCEA member shall make an initial contribution of One Thousand Dollars (\$1,000.00). This initial contribution shall be deposited in an account in the name of NCEA at a bank insured by the FDIC and selected by the Board.

b. **Assessment.** NCEA shall be funded by the revenues derived from granting agencies and/or other sources identified by the Board, provided, however, that in the event that funds derived from granting agencies and other sources identified by the Board are insufficient to service debt of NCEA, then in and in that event, the members of NCEA shall be assessed on proportional basis based on total funding received by the member during the preceding 24 month period as compared to total funding received by all NCEA members during the same preceding 24 month period, as determined as of the date of assessment. Each NCEA member shall have 60 days after receipt of notice from NCEA that an assessment is due to contribute its share of the funds required under the terms of the assessment.

c. **Budget.** In addition to any budget, reporting, or other financial requirements of any particular project or imposed by a granting agency, the NCEA Board shall, annually, beginning no more than 30 days after the formation of the NCEA and commencement of business, and continuing each year thereafter during the existence of the NCEA, establish and adopt a budget for the administration and management of the projects undertaken by the NCEA in fulfillment of its purpose. Upon completion of the budget, the Board shall determine the assessment to be submitted by each NCEA member and shall thereafter assess each NCEA member for said amount if any said amount has been determined as an assessment.

8. **Conflicts of Interest.** The members of NCEA agree to act in good faith in fulfilling the purpose of NCEA. It is expressly acknowledged and agreed that the NCEA is a public body and no profit or dividend will inure to the benefit of any individual. No Board member, public official, contractor or agent representing NCEA shall transact any business in his or her official NCEA capacity with any entity in which he or she, or any member of his or her immediate family, has a personal interest, without prior approval of the NCEA Board.

9. **Limitation of Liability.**

a. **Indemnification.** Each NCEA member shall indemnify and hold harmless NCEA against any and all losses, claims, liabilities, suits or judgments, costs and expenses suffered by NCEA as a result of the member's breach of any obligation undertaken by such member or representation made by such member. NCEA shall likewise indemnify and hold harmless each NCEA member against any and all losses, claims, liabilities, suits or judgments, costs and expenses suffered by such member as a result of NCEA's breach of any obligation undertaken by NCEA.

b. **Right to Inspect.** Each NCEA member shall have the right to inspect the books or records maintained by NCEA upon demand made to NCEA and costs of such inspection shall be the responsibility of the inspecting member.

c. **Participation.** No NCEA member shall be liable for any expenses or costs with respect to any project in which the member is not a participant or a recipient of funding or other benefit.

10. **Adherence to Applicable Requirements.** The NCEA members agree to:

- a. Pass appropriate ordinances or resolutions requiring compliance with any reporting or other requirements imposed by applicable law, NCEA or a granting agency; and
- b. Submit such forms, financial reporting, or other information as is required by applicable law, NCEA or a granting agency.

11. **Withdrawal of Member.** In the event any member of NCEA desires to withdraw from this Agreement, said member shall forfeit any future opportunities for funding administered by NCEA, but shall remain liable for fulfilment of any obligation undertaken by the withdrawing member with respect to any granting agency, or the NCEA, and shall remain responsible for any unpaid assessments assigned to the member by the NCEA and any financial assurances that may have been provided by the member to the NCEA or a granting agency. Any member seeking to withdraw from membership in NCEA shall file in the office of NCEA a certified copy of the resolution of the member's governing body approving withdrawal and the withdrawal shall be effective upon such filing.

12. **Termination of Agreement.**

a. **Duration.** NCEA shall continue in existence and operation for the active life of the NET-CNCDAF Project 14/149, including all phases of the NET-CNCDAF Project 14/149, and thereafter as determined by the Board to be beneficial to the constituents of the members hereto, unless terminated as herein provided, but this Agreement shall terminate on or before the date which is sixty (60) years after execution of this Agreement by the first member unless extended in writing and approved by the Board.

b. **Dissolution.** NCEA may be dissolved by the governing bodies by a majority of the NCEA members adopting resolutions approving such dissolution, provided that NCEA may not be dissolved until all funding obligations, including but not limited to any reporting or other obligations to a granting agency, outstanding notes, agreements, or contractual obligations and legal claims shall have been satisfied in full. Upon dissolution of NCEA, each member shall become the owner of a fractional undivided interest in all remaining assets of NCEA. Each member's undivided fractional interest in such assets shall be determined in accordance with the total membership of NCEA at time of dissolution.

13. **Miscellaneous.**

a. **Amendment and Modification.** This Agreement may be amended or modified only upon approval of a majority of the NCEA Membership Board.

b. **Assignment.** No member may assign its rights under this Agreement.

c. **Counterparts.** Original counterparts of this Agreement shall be executed and delivered by each Original and New member to the NCEA. Executed originals shall be placed on file at an office designated by the Board. The NCEA members agree that the separately executed copies of this Agreement constitute the NEBRASKA COMMUNITY ENERGY ALLIANCE INTERLOCAL COOPERATION AGREEMENT of the NCEA and shall be given full force and effect.

d. **Effective Date.** This Agreement shall become effective upon the signing of all governing bodies of the respective original nine (9) named members hereto after each such member has adopted resolution approving and authorizing the execution of this Agreement. The NCEA established hereby shall come into existence upon the first meeting of the NCEA at a duly called public meeting. Each NCEA member shall provide to the NCEA a certified copy of each resolution approving and authorizing the execution of this Agreement and designating a Voting Delegate for the purpose of the annual membership meeting.

e. **Governing Law.** This Agreement and all disputes related to or arising therefrom shall be governed, construed, and enforced in accordance with the laws of the

State of Nebraska, without regard to conflict of law rules, and exclusive jurisdiction of any dispute shall rest with the courts of the State of Nebraska.

- f. **Integration.** This Agreement contains the entire agreement of the parties. No representations were made or relied upon by any party other than those expressly set forth herein. All prior and contemporaneous negotiations, discussions, memos and other writing are merged and incorporated herein, it being the intention of the parties that this be a final and full expression of the their agreement. No agent, employee or other representative of any party hereto is empowered to alter any of the terms herein unless such alteration is done in writing and signed by all parties hereto.
- g. **Severability.** If any provision, term, or clause in this Agreement is held unenforceable, then the remaining provisions of this Agreement shall remain in full force and effect.
- h. **Headings.** The headings used in this Agreement are for convenience only and shall not be used to construe the terms of this Agreement.

IN WITNESS WHEREOF, the below New Members have signed and executed this agreement on the dates shown next to their respective signatures as follows:

(Name of New Member)

By: _____

Date: _____

Print name and title: _____

RESOLUTION NO.

WHEREAS, the City of Seward, Nebraska, has entered into an agreement to create the Nebraska Community Energy Alliance and to become a member thereof, for the purpose of identifying, applying for, administering or otherwise making available grants and funding sources to members thereof;

WHEREAS, on June 17, 2014, the Seward City Council voted to approve the Nebraska Community Energy Alliance Interlocal Cooperation Agreement (Amended and Restated as of June 2014).

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

SECTION 1. That the City of Seward hereby appoints the Seward City Administrator to serve as a director on the initial board of directors for the Nebraska Community Energy Alliance.

SECTION 3. That the City of Seward hereby designates the Seward City Administrator to serve as its voting delegate to represent the City at the annual membership meeting of the Nebraska Community Energy Alliance and at such other frequent times as may be required by the business of NCEA or governing law, and designates the Assistant City Administrator to represent the City as an alternate.

The Mayor declared the resolution adopted

Dated this 3rd day of November, 2015.

CITY COUNCIL, CITY OF SEWARD,
NEBRASKA

Joshua Eickmeier, Mayor

ATTEST: _____
Bonnie Otte
Assistant Administrator/
Clerk-Treasurer/
Budget & Human Resource Director

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

Item G4

**CONSIDERATION OF PURCHASING THE ASSETS OF THE
SEWARD COUNTRY CLUB – Mayor Eickmeier & Bruce Smith**

Administrative Report: While the Council may take action on this item, we think it would be prudent at this time to hear from the public and provide the Council an opportunity to ask questions, which can then be answered at a subsequent City Council meeting. It would be at that subsequent meeting that a decision by the Council would be appropriate.

Staff Contact:

Seward Community Golf Course *For the public's enjoyment*

Council Considerations:

- 1. Jones National Bank/Wake Family:** The City enters into an agreement with Jones National Bank to pay the amount still owed by the Seward Country Club in equal installments each year for the next five years. At the end of the five-year term, the Wake family would donate the golf course ground and all improvements to the City.
- 2. Seward Country Club Assets:** The City agrees to pay the Seward Country Club Board a negotiated sum in exchange for all the Club's assets and to cover the Club's debts and remaining expenses (does not include Jones National Bank debt, which will be addressed separately).
- 3. Governance Options:**
 - A. The Seward Community Golf Course becomes the responsibility of the Parks and Recreation Department and it's Director. The Parks and Recreation Board would serve in an advisory role, but day-to-day management decisions would be the responsibility of the Parks and Recreation Director similar to the pool and the City's other amenities.
 - B. The Seward Community Golf Course becomes a part of the Parks and Recreation Department, but day-to-day management decisions would be the responsibility of a third-party contracted by the City to manage the entire Golf Course or just the business side of it leaving the grounds keeping to the City.
 - C. The Seward Community Golf Course becomes the responsibility of the Parks and Recreation Department and it's Director. The City would contract with a consultant who would serve in an advisory role to the Parks and Recreation Director. The Director would still be responsible for the day-to-day management decisions of the golf course similar to the pool and the City's other amenities. The Parks and Recreation Board would still serve in an advisory role.
- 4. Foundation:** Members of the Country Club and the general public seeking an active role in the Golf Course could form a Foundation similar to the Friends of the Library Foundation. The Friends of the Golf Course Foundation could focus on raising money to pay for improvements to the Seward Community Golf Course in coordination with the Parks and Recreation Director and the City Council.

5. **Employee Positions:** *Depending on the governance structure that the City Council chooses to follow, these employees could be City employees, employees hired by a third-party that has a management contract with the City, or a hybrid arrangement where the Club House employees would work for a third party and the grounds employees would work for the City.*

- A. **Golf Shop manager** – Responsible for golf shop, driving range, golf carts, leagues and tournaments. Would manage **assistants** and/or **seasonal employees**. If there weren't a restaurant, then duties would also include managing the bar and renting the banquet hall for events.
- B. **Greenskeeper** – Responsible for maintaining the golf course grounds. Would manage **assistants** and/or **seasonal employees**.

6. **Leases:**

- A. **Restaurant** – If the City intends to own and operate a golf course, then a mutually beneficial lease would need to be negotiated with the current restaurant owner.
- B. **Golf Carts** – Review the current golf cart lease and the current golf cart policy for members using and/or storing their golf carts to maximize revenue.
- C. **Golf Course Grounds** – Continue existing lease arrangement between the Wake family and the Country Club for five years. At which time the Wake family would donate the ground to the City.

SUMMARY OF PROPOSED GOLF COURSE PURCHASE

- The Seward Country Club (SCC) members voted September 27, 2015 to cease operations as of December 31, 2015. Play on the course ended October 12, 2015.
- SCC has offered for sale the holdings of SCC to the City for \$350,000. SCC owns the Country Club building, and the equipment, but leases the golf course land and the driving range from the Wake family. We are in discussions with the Wake family to continue the lease, if the City were to take over the course. A letter from the Wake family is enclosed articulating their intentions moving forward.
- Currently, SCC owes Jones Bank \$241,000. The additional \$109,000 would be to pay off member loans, property taxes, D & O Insurance Coverage, wages through the end of 2015, and other miscellaneous costs.
- SCC is currently honoring their lease with Nate's on the Nine so the restaurant is open.
- There are currently 30 Cities of the First Class in Nebraska. Of those 30, 10 have municipal courses. The other 20 have at least one golf course in their community and many have more than one. Keep in mind that there are many smaller communities in Nebraska that also have golf courses, as well.

October 30, 2015

The Honorable Joshua Eickmeier
City of Seward
537 Main Street
Seward, NE 68434

RE: Seward Golf Course

Dear Mr. Mayor:

Thank you for your work in exploring options to retain an operating golf course in Seward. We believe that a well-maintained course is important to the community and we appreciate the City's consideration of taking over the course. As the Council begins its review of this issue, we thought it would be helpful to provide a brief written summary of our family's relationship with the Country Club and our thoughts regarding a future relationship with the City.

As you are aware, Steve & Tim Wake own the land where the current golf course operated by the Seward Country Club is located. The Club owns the clubhouse and parking lot property but has leased the golf course property from our family for many years. Under the current lease, the Seward Country Club rents both the golf course and the driving range for a small amount of annual rent and is responsible for maintaining the course and paying the real estate taxes associated with the property.

If the City decides to move forward with acquiring the current Seward Country Club property and operating the golf course, our family is willing to continue a similar lease arrangement with the City. For example, we would anticipate an initial lease term of five (5) years with annual rent of \$1,950 (\$1,200 for the golf course and \$750 for the driving range). The City would pay the real estate taxes on the golf course property and the driving range and would be responsible for providing liability coverage and paying all expenses to maintain the course. At the expiration of the initial 5-year lease term, both the Wake family and the City could evaluate the success of the golf course under City operation. We would at that time consider a gift of the golf course property to the City. We anticipate that such a gift would include some restrictions limiting the use of the property to a golf course or other park or recreational uses.

If you have any questions or concerns as you review this letter, please do not hesitate to contact us. Thank you again for your consideration and we look forward to working with you further on this project.

Sincerely,



Steve Wake



Max Wake

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

Item G5

CITY ADMINISTRATOR'S REPORT- Bruce Smith

Administrative Report: The City Council will receive an update on capital and other on-going projects.

Staff Contact:

CITY ADMINISTRATORS REPORT - 11-3-15

- Numerous meetings on the Seward Country Club.
- Continued discussions with NPPD on new wholesale power contract. Attended a customer meeting in Grand Island.
- Department head meetings as well as many individual meeting with employees through the week.
- Continuing to work on an easement to present to the Council and school district.
- Had a NCEA meeting in Lincoln to work on new energy grants for EV.
- Had CRA, Safety and LB840 committee meetings.
- Meetings on the Web site with City Staff.

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

- Working on re-codifying the City Code
- Had employees do health insurance applications so we can look for alternatives.
- Class C Liquor License Renewals were due October 31.
- Annual Audit preparations.
- Reviewing storm water issues on Star Street and St. Johns Daycare areas.
- Following up on Q-3 concrete work on the Black Hills gas line project to. make sure areas are put back to same condition as before project.
- Met with NDOR on Karol Kay Blvd street project.
- Continuing the installation of LED street lights.
- Working on Web 4th service installations.
- Inventory
- Working on a leak at the WWTP.
- Completed DMR's for WWTP. All tests passed.
- The Library Fall Programs are completed.
- Seward County Justice Center inspections.
- Working on updating property maintenance code violation list.
- Reviewing and updating Unified Land Development Ordinance.
- Women's 3 on 3 Volleyball program has begun.
- Installed a concrete border and rubber mulch around play unit at Plum Creek Park.
- General maintenance of all facilities, doing utility locates.

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

Item G6

**FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR
ADMINISTRATIVE ACTION - Mayor Eickmeier**

Administrative Report: This item is to allow Council members an opportunity to request future agenda items. To remain in compliance with the open meetings law, no discussion of an item will be allowed beyond what is necessary to clarify the request.

Staff Contact:

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

Item G7

**ANNOUNCEMENT OF UPCOMING EVENTS - Mayor
Eickmeier**

November 28 @ 5:30 p.m. - Chamber of Commerce Annual Holiday Lighted Parade

December 5 from 8:00 a.m. to 11:00 a.m. - Chamber of Commerce Rudolph's Red Nose Run - Middle School to Plum Creek Trail

Staff Contact:

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

Item G8

MOTION TO ADJOURN

Staff Contact: