

# **AGENDA**

## **SEWARD CITY COUNCIL MEETING**

### **Tuesday, March 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, March 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 FEBRUARY 17, 2015 - Bonnie Otte**

**2. CONSIDERATION OF CONSENT AGENDA**

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

**3. CONFIRMATION OF MAYOR'S APPOINTMENTS - Mayor Eickmeier**

- A. Seward Aging Services Commission - 2 yr term; Appointment of Mary Jo Yates (replace Joan Schulte)

**4. CONSIDERATION OF APPROVAL OF SUBMITTING A PRE-APPLICATION FOR 2015 HOMEOWNERSHIP OPPORTUNITY PROGRAM (HOP) GRANT - Greg**

**Majerus, Seward Co Housing Authority**

**5. CONSIDERATION OF EXTENSION OF OPTION AGREEMENT WITH PHYLLIS AEGERTER FOR REAL ESTATE - City Attorney Hoffschneider**

- A. Property is legally described as: Commencing at a point 300.0 feet North and 39.8 feet West of the Southeast corner of Section Twenty-Nine (29), Township Eleven (11) North, Range Three (3), East of the 6th P.M., City of Seward, Seward County, Nebraska; thence West 153.9 feet; thence North 33°17' West a distance of 127. 6 feet; thence West 466.0 feet; thence North 937.2 feet to the North line of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of said Section 29; thence East along the North line of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of said Section 29 to a point 39.2 feet West of the East line of said Section 29; thence South 1043.0 feet to Point of Beginning, EXCEPTING therefrom property conveyed to The State of Nebraska by Warranty Deed filed in Book 70, Page 87 on July 13, 1964.

**6. CONSIDERATION OF EXERCISE OF OPTION TO PURCHASE REAL ESTATE OWNED BY PHYLLIS AEGERTER - City Attorney Hoffschneider**

- A. Real estate legally described as: Commencing at a point 300.0 feet North and 39.8 feet West of the Southeast corner of Section Twenty-Nine (29), Township Eleven (11) North, Range Three (3), East of the 6th P.M., City of Seward, Seward County, Nebraska; thence West 153.9 feet; thence North 33°17' West a distance of 127. 6 feet; thence West 466.0 feet; thence North 937.2 feet to the North line of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of said Section 29; thence East along the North line of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of said Section 29 to a point 39.2 feet West of the East line of said Section 29; thence South 1043.0 feet to Point of Beginning, EXCEPTING therefrom property conveyed to The State of Nebraska by Warranty Deed filed in Book 70, Page 87 on July 13, 1964.

**7. CONSIDERATION OF APPROVAL OF A REVISED INTERLOCAL AGREEMENT WITH THE SEWARD/SALINE COUNTY SOLID WASTE MANAGEMENT AGENCY - Councilmember Lieske**

**8. CAPITAL PROJECTS UPDATE - John Hughes**

**9. COUNCIL TO RECEIVE UPDATE ON PENDING AND THREATENED LEGAL PROCEEDINGS - City Attorney Hoffschneider**

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

**11. ANNOUNCEMENT OF UPCOMING EVENTS - Mayor Eickmeier**

**12. 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 27th day of February, 2015.

---

Bonnie Otte

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

# **City of Seward, NE**

**Tuesday, March 3, 2015**

**Regular Session**

## **Item G1**

### **CONSIDERATION OF APPROVAL OF DRAFT MINUTES OF FEBRUARY 17, 2015 - Bonnie Otte**

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

**Staff Contact:**

February 17, 2015

The Seward City Council met at 7:00 p.m. on Tuesday, February 17, 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: Charles Lieske, Ellen Beck, Dean Fritz, Barbara Pike, John Singleton, Chris Schmit, Dick Hans. Other officials present: Interim City Administrator Jack Vavra and City Attorney Kelly Hoffschneider. Absent: Councilmember Sid Kamprath.

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 Resolution Number 14-99, which was adopted on the 17th day of August, 1999; said method stating that the notice of such meeting, with the agenda thereon, be posted in the following places: City Hall, County Courthouse 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 in the front window 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

Local representatives of Seward Veterans of Foreign Wars presented the Law Enforcement Officer of the Year Award to Chief of Police Alan Baldwin for his 20 plus years of service to the Seward Community and for his active participation in many civic organizations and schools and his positive impact on the community.

#### 2. APPROVAL OF MINUTES OF FEBRUARY 3, 2015 COUNCIL MEETING

Councilmember Pike moved, seconded by Councilmember Singleton, that the minutes of the February 3, 2015 City Council meeting be approved.

Aye: Schmit, Hans, Lieske, Beck, Pike, Singleton, Fritz

Nay: None

Absent: Kamprath. Motion carried.

#### 3. CONSENT AGENDA CONSIDERATION ITEMS

Councilmember Lieske stated he would abstain from discussion or voting on the Consent Agenda as the claims list includes payment to his employer.

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

February 17, 2015

- D. Police Department Report
- E. Seward County Economic Development Corporation Director's Report
- F. Infrastructure Cost Items Reimbursable Back to the City.

CLAIMS LIST  
2-17-15  
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.

Payroll	128,628.32
Seward Veterans Foreign Wars, Emp Dinner	172.74
Larry Schmieding, Eq	19,950.00
Gary Rolf, Ex	811.50
Alliance Technologies, Eq	186.16
Advanced Floor Care, Ma	250.00
Amazon.com, Su	334.00
Alamar Uniforms, Ex	28.23
Awards Unlimited, Se	19.85
Baker & Taylor, Su	2,365.71
Charlotte Baldinger, Mi	25.30
Aqua-Chem, Trng	300.00
Country Gardens, Su	43.97
Bolte Oil & Supply, Su	631.40
Capital Business Systems, Ma	79.00
Seward Area Chamber of Commerce, Ex	106.69
Cook's Country Magazine, Su	28.95
Cash-Wa Distributing, Su	524.50
Library Petty Cash, Su	151.10
Demco, Su	154.66
Country Living Magazine, Su	63.94
Danko Emergency Equipment, Eq, Re	562.63
Dutton-Lainson, Su	4,807.29
Electronic Contracting, Se	321.00
City-Merchant Services, Se	959.64
Emergency Medical Products, Su	1,372.93
Family Circle Magazine, Su	19.98
Fastenal Company, Su	1,117.89
Gabriel, Burger & Else, Se	15,500.00
Fyr-Tek, Re	1,611.90
One Call Concepts, Se	35.20
General Fire & Safety Equip, Bu	112.00
G & P Development Landfill, Se	45.15
Hemphill Electric, Bu, Ma	676.82
H & S Plumbing, Heating & AC, Bu	542.55
Hail Varsity Magazine, Su	81.92
Highlights Magazine, Su	34.44
High Five Magazine, Su	51.12
Hach Company, Se	208.49
Herpolsheimers, Re	543.24
Harding & Shultz, Se	2,786.64
Hydraulic Equipment Service, Eq	495.26
Interstate All Battery Center, Ma	44.39
International Paper, Se	125.00
Jack's Uniforms & Equipment, Uniforms	258.64
Jackson Services, Se	123.12
Lincoln Winwater Works, Su, Re	602.00

February 17, 2015

Latschs, Su	42.78
Midwest Auto, Re, Su	450.77
Nebraska Health Human Water, Ex	40.00
Windstream Nebraska, Ut	2,377.39
JNFS Engineering Co, Se	230.00
Matheson Tri-Gas, Su	161.82
Mechanical Sales, Re	685.63
League Ne Municipalities, Trng	280.00
Capital Business Systems, Ma	225.00
Midwest Laboratories, Se	580.17
Midwest Automotive, Re	711.01
Municipal Supply Inc. of NE, Su	6,479.28
Midwest Service & Sales, Eq	55.81
Mid-American Benefits, Ins	2,266.94
Nebraska Water Environment, Trng	195.00
Verizon Wireless, Se	217.79
Nebraska Pub Power, Ut	518,681.11
Nebraska Planning & Zoning, Dues	40.00
Niemann's Port-A-Pot, Bu	61.60
Nebraska Machinery Co, Re	1,489.00
Amsan, Su	176.03
Orscheln Farm & Home, Bu, Re, Su	221.12
Nebraska Roads Dept.	504.00
O'Reilly Auto Parts, Su, RE	326.51
Northern Safety Co, Su	129.99
Odeys, Su	10,992.00
Donna Otte, Mi	28.75
Fast Mart, Su	183.68
OCLC, Se	174.61
Popular Photography Magazine, Su	12.00
Campbell Cleaning & Restoration, Su	24.99
Pac N Save, Su	200.37
Quill Corp, Bu	40.74
Memorial Health-Meals, Su	2,345.79
Visa (Gotprint.com), Su	45.56
Racom Corporation, Re	642.25
Ed Roehr Safety Products, Eq	439.93
Sam's Club, Su	62.26
Sam's Club, Su	61.26
Sack Lumber, Bu	7.78
Richters, Bu	1,285.27
Sewer Equipment Co of America, Eq	92.41
R & Body Shop, Re	111.64
Seward Lumber & Home Center, Bu, RE, Su	1,492.02
Farmers Coop, Re, Su, Ma	2,049.62
Plains Equipment Group, Re, Bu	500.71
Seward School District, Ex	190.00
Martha Stewart Living Magazine, su	24.00
Seward Electronics, Bu	920.60
Memorial Health - Drug, Se	125.00
Gerhold Concrete, Ma	1,139.30
Seward County Independent, SE	431.45
Seward County Public Power, Se	2,395.21
Seward County Treasurer, Se	14,959.33
Helmlink Printing, Su	47.00
Sports Express, Su	124.00
Nebraska Equipment, Re	54.24
Shopsmart Magazine, Su	34.95
Sauber Mfg, Eq	12,872.08

February 17, 2015

US Postal Service, Su	366.00
USA Bluebook, Su	485.09
United Rentals, Trng	380.00
Rose Equipment, Su	16.92
Wesco Distribution, Re	123.05
Humanities Nebraska, Ex	50.00
Mid-Continent Safety, Su	374.04
Jack Vavra, Se	3,613.83
Woodhouse Auto, 2 vehicles	23,964.00
Ellen Jirovsky, Se	25.00
Henry Pankoke, Ma	220.00
	<hr/>
	808,252.74

Aye: Schmit, Hans, Beck, Fritz, Pike, Singleton

Nay: None

Abstain: Lieske

Absent: Kamprath. Motion carried

4. PUBLIC HEARING - 7:00 P.M. - PRESENTATION AND DISCUSSION OF ONE AND SIX YEAR STREET IMPROVEMENT PLAN

Public Facilities/Capital Improvement & GIS Director John Hughes and Julie Ogden with JEO presented the One and Six Year plan for highway, road and street improvements based on priority of need and calculated to contribute to the orderly development of an integrated State Highway System.

Ms. Ogden stated the City completed the Columbia Avenue project in 2014. Projects in the One-Year Plan include: Hughes Brothers/South Jackson Avenue from 11<sup>th</sup> Street to 10<sup>th</sup> Street; Cedar Street from 6<sup>th</sup> Street to 5<sup>th</sup> Street with storm water improvements; Hiker/Biker trail from South Columbia to Waverly Road and Karol Kay; Karol Kay from Hillcrest to 69 feet south of Bader Ave; Waverly Road from Highway 15 East to Plum Creek Bridge; Entrance to Orcshlen's & Dollar General off Highway 15; Twin Oaks Road from Progressive to 200 feet west; and East Hillcrest Drive from 175 feet east of Eastridge Drive to Plum Creek Bridge (include pedestrian connection from Concordia to Trail). Ms. Ogden then reviewed the projects in the Six-Year plan and projects considered past the year 2020. She also reviewed some of the County projects, such as bridge and road improvements. Mayor Eickmeier asked John Hughes to contact the County Commissioner Chairman to request to be on an upcoming agenda to go over the City's upcoming projects.

Mayor Eickmeier opened the public hearing. After brief discussion, Mayor Eickmeier closed the public hearing.

Councilmember Singleton moved, that Project #19, Seward Street from 830 feet east of Plum Creek Lane to 1200 feet east of Evergreen Drive slated for chip seal or asphalt in year 2020 or beyond, be moved up into the Six-Year Plan, as the surface is deteriorating and will need repair prior to 2020. Hearing no second, the motion failed.

Following additional discussion of the Seward Street project, Councilmember Singleton moved, that Project #19, Seward Street from 830 feet east of Plum Creek Lane to 1200 feet east of Evergreen Drive slated for chip seal or asphalt in year 2020 or beyond, be moved up into the Six-Year Plan, as the surface is deteriorating and will need repair prior to 2020, seconded by Beck.

Aye: Schmit, Hans, Lieske, Beck, Singleton, Pike, Fritz

Nay: None

Absent: Kamprath. Motion carried.



February 17, 2015

Councilmember Hans introduced the following resolution:

RESOLUTION NO. 2015-04

"WHEREAS, the City Street Superintendent has prepared and presented a One Year and Six Year Plan for Street Improvement Program for the City of Seward, Nebraska, and

WHEREAS, a public hearing was held on the 17<sup>th</sup> day of February, 2015, to present this plan and there were no objections to said plan;

THEREFORE, BE IT RESOLVED BY THE Mayor and the City Council of the City of Seward, Nebraska, that the plans and data as furnished are hereby in all things accepted and adopted."

Councilmember Beck moved, seconded by Councilmember Pike, that the resolution be adopted. Upon vote, the following Councilmembers voted as follows: Aye: Schmit, Singleton, Pike, Fritz, Beck, Lieske, Hans. Nay: None. Absent: Kamprath.

The Mayor declared the resolution adopted.

Dated: February 17, 2015

\_\_\_\_\_  
Joshua Eickmeier, Mayor

ATTEST:

\_\_\_\_\_  
Bonnie Otte  
Assistant Administrator  
Clerk/Treasurer  
Budget & HR Director

(SEAL)

5. PUBLIC HEARING - 7:00 P.M. - PRESENTATION AND ACTION ON ENERGY ELEMENT OF COMPREHENSIVE PLAN

Public Facilities/Capital Improvement & GIS Director John Hughes and Kevin Anderson from JEO presented the Energy Element as an addition to the City's Comprehensive Plan. Mr. Anderson stated that in 2010, Nebraska Legislators passed LB997 requiring all municipalities and counties, with the exception of villages, to adopt an energy element into their comprehensive plan. The Energy elements are required to have three components: 1) Energy infrastructure and energy use by sector; 2) Utilization of renewable energy source; and 3) Energy conservation measures that benefit the community. The proposed plan is to adopt the 2012 Nebraska Energy Code, which is the International Energy Conservation Code. The Energy Element will be a supplement to the Comprehensive Plan until such time the Comprehensive Plan is updated and the Energy Element will be incorporated into the Comprehensive Plan.

There was brief discussion of the things the City is currently doing to comply (electric vehicles, LED street lights, replacement of energy efficient windows/insulation in City buildings). A suggestion was to seek grants for additional energy saving projects, such as solar power for buildings.

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

Ordinance No. 2015-03 amending the Comprehensive Plan with the Inclusion of the Energy Element was adopted.

February 17, 2015

6. CONSIDERATION OF A LEASE AGREEMENT WITH ALLTEL COMMUNICATION OF NEBRASKA, INC. dba VERIZON WIRELESS FOR PLACEMENT OF EQUIPMENT ON THE CITY'S WATER TOWER

Joe Coyle, 312 E 70<sup>th</sup> St, Kansas City, MO addressed the Council proposing a lease agreement with Alltel Communications of Nebraska, Inc., dba Verizon Wireless for placement of six antennae on the handrail of the City's north water tower. Mr. Coyle stated the agreement includes access to a 20' x 40' fenced-in ground access area. The agreement calls for a payment to the City of \$2,400/month with an annual 3% inflation factor.

Council requested Administration contact the homeowner closest to the tower be made aware of the project/minor construction.

Councilmember Beck moved, seconded by Councilmember Pike, that the lease agreement with Alltel Communication of Nebraska, Inc. dba Verizon Wireless for placement of equipment on the City's water tower be approved.

Aye: Schmit, Hans, Lieske, Beck, Singleton, Pike, Fritz

Nay: None

Absent: Kamprath. Motion carried.

7. PRESENTATION AND CONSIDERATION OF ACCEPTANCE OF AUDITOR'S REPORT FOR YEAR ENDED SEPTEMBER 30, 2014

Ryan Burger, Gabriel, Burger, Else, CPA presented the year-end September 30, 2014 Auditor's Report. He stated the City's financial position is good. He suggested the City review their cash reserves and restricted funds and determine if it would be beneficial to use some of the funds rather than bonding future smaller projects. When asked the best practice for reserves, Mr. Burger stated he would be comfortable if the City were between 20% and 25%; however, the policy or practice needs to be determined by the City. Mr. Burger pointed out that the majority of the City's debt is due to utility projects and while the debt by population ratio seems high, it is being used for building infrastructure, which is positive for the City. Mr. Burger reviewed the findings in the audit and the City's responses.

Councilmember Pike moved, seconded by Councilmember Hans, that the Audit Report for Year Ended September 30, 2014 be accepted.

Aye: Schmit, Hans, Lieske, Beck, Singleton, Pike, Fritz

Nay: None

Absent: Kamprath. Motion carried.

8. LIBRARY ANNUAL REPORT

Library Director Becky Baker presented the Library Annual Report as required by State Statute.

Councilmember Singleton moved, seconded by Councilmember Pike, that the Library Annual Report be accepted.

Aye: Schmit, Hans, Lieske, Beck, Fritz, Pike, Singleton

Nay: None.

Absent: Kamprath. Motion carried.

9. CONSIDERATION OF A CLAIM BY CONNIE SEITSINGER, 848 N 6<sup>TH</sup> ST FOR PERSONAL PROPERTY DAMAGE

February 17, 2015

Councilmember Singleton moved, seconded by Councilmember Schmit, that the claim from Connie Seitsinger, 848 N 6<sup>th</sup> Street for personal property damage be denied and forwarded to the City's insurance carrier for review and consideration.

Aye: Schmit, Lieske, Hans, Beck, Pike, Singleton, Fritz

Nay: None

Absent: Kamprath. Motion carried.

10. CONSIDERATION OF FARM LEASE AGREEMENT WITH MIKE GERDES

City Attorney Hoffschneider stated a Farm Lease Auction was held on February 6 with several participants attending. The proposed lease agreements being considered are for a term of one year, with a holdover provision for another year unless either part provides notice to terminate prior to August 31.

Councilmember Singleton moved, seconded by Councilmember Pike, to approve the farm lease agreement with Mike Gerdes for the initial term of one year.

Aye: Singleton, Pike, Schmit, Hans, Beck, Fritz, Lieske

Nay: None

Absent: Kamprath. Motion carried.

11. CONSIDERATION OF FARM LEASE AGREEMENT WITH CHRIS BECKLER

Councilmember Singleton moved, seconded by Councilmember Pike, to approve the farm lease agreement with Chris Beckler for the initial term of one year.

Aye: Singleton, Pike, Schmit, Hans, Beck, Fritz, Lieske

Nay: None

Absent: Kamprath. Motion carried.

12. CONSIDERATION OF FARM LEASE AGREEMENT WITH MARLIN LUEBBE

Councilmember Pike moved, seconded by Councilmember Singleton, to approve the farm lease agreement with Marlin Luebbe for the initial term of one year.

Aye: Singleton, Pike, Schmit, Hans, Beck, Fritz, Lieske

Nay: None

Absent: Kamprath. Motion carried.

13. CONSIDERATION OF FARM LEASE AGREEMENT WITH JOHN HEATH

Councilmember moved Schmit, seconded by Councilmember Pike, to approve the farm lease agreement with John Heath for the initial term of one year.

Aye: Singleton, Pike, Schmit, Hans, Beck, Fritz, Lieske

Nay: None

Absent: Kamprath. Motion carried.

14. CONSIDERATION OF THREE FARM LEASE AGREEMENTS WITH DAN KOUMA

Councilmember Pike moved, seconded by Councilmember Beck, to approve three farm lease agreements (Parcel A - C) with Dan Kouma for the initial term of one year.

Aye: Singleton, Pike, Schmit, Hans, Beck, Fritz, Lieske

Nay: None

Absent: Kamprath. Motion carried.

February 17, 2015

15. CONSIDERATION OF APPROVAL OF BID SPECIFICATIONS FOR ONE NEW AMBULANCE FOR THE VOLUNTEER FIRE DEPARTMENT

Councilmember Beck moved, seconded by Councilmember Fritz, to approve the bid specifications for the purchase of one new ambulance for the Volunteer Fire Department.

Aye: Singleton, Hans, Pike, Schmit, Beck, Fritz, Lieske

Nay: None

Absent: Kamprath. Motion carried.

16. DISCUSSION AND ACTION ON WAGE AND BENEFIT COMPREHENSIVE STUDY

Interim City Administrator Jack Vavra presented an Ordinance proposing a 2% wage increase for all pay lines/steps, with the exception of Lifeguard, Pool Office/Concession Worker, and Water Safety Instructor, which will have a minimum rate of \$8.00/hr and the Swim Lesson Aide, which will have a minimum rate of \$6.00/hr. Mr. Vavra stated comparability determined the range was between 1.5% and 3% COLA, with the average in the 2-2.5% COLA range. He added that the State of Nebraska provided for a 2.25% COLA as of July 1, 2014. Mr. Vavra stated he would like to see Administration rework the classification plan so there is a consistent difference between steps.

Ordinance No. 2015-04 approving the Comprehensive Pay Plan effective December 1, 2014 was adopted.

Councilmember Fritz moved, seconded by Councilmember Singleton, 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. 2015-03, "AN ORDINANCE OF THE CITY OF SEWARD, NEBRASKA TO AMEND THE COMPREHENSIVE PLAN FOR THE CITY OF SEWARD, NEBRASKA TO INCLUDE THE ENERGY ELEMENT AS PREPARED BY JEO CONSULTING GROUP, INC.; TO PROVIDE FOR THE REPEAL OF ORDINANCES INCONSISTENT HERewith; TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM and Ordinance No. 2015-04, "AN ORDINANCE TO PROVIDE FOR CLASSIFICATION OF OFFICERS AND EMPLOYEES OF THE CITY OF SEWARD, NEBRASKA; TO PROVIDE FOR LONGEVITY PAY AND PAYMENT OF PART-TIME EMPLOYEES; TO PROVIDE FOR A DATE SUCH CLASSIFICATION AND PAY RANGES OF COMPENSATION SHALL BECOME EFFECTIVE; TO PROVIDE FOR PUBLICATION 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, Lieske, Beck, Singleton, Pike, Fritz

Nay: None

Absent: Kamprath. Motion carried.

17. CONSIDERATION OF REAL ESTATE OPTION AND ACCESS AGREEMENT WITH PHYLLIS MAE AEGERTER

City Attorney Hoffschneider stated the City has an Option and Access Agreement with Phyllis Mae Aegerter for a parcel in the rail site campus area and the agreement is set to expire on February 27, 2015. He suggested Council consider a closed executive session to discuss negotiations and guidance on exercising the Option on the parcel.

Councilmember Lieske moved, seconded by Councilmember Schmit, that the City Council enter into closed executive session for 15 minutes for the protection of the public interest and in order to engage in a strategy session

February 17, 2015

and to provide real estate negotiating guidance to the City Attorney with respect to the Option and Access Agreement between Phyllis Aegerter and the City of Seward for a parcel of real estate located in Section 29, Township 11 North, Range 3 East of the 6<sup>th</sup> P.M., City of Seward, Seward County Nebraska, and that City Attorney Kelly Hoffschneider, Interim City Administrator Jack Vavra, Mayor Eickmeier, and the City Council be included in the closed executive session.

Aye: Schmit, Hans, Lieske, Beck, Singleton, Pike, Fritz

Nay: None

Absent: Kamprath. Motion carried.

Mayor Eickmeier restated the purpose of the closed executive session being for the protection of the public interest and in order to engage in a strategy session and to provide real estate negotiating guidance to the City Attorney with respect to the Option and Access Agreement between Phyllis Aegerter and the City of Seward for a parcel of real estate located in Section 29, Township 11 North, Range 3 East of the 6<sup>th</sup> P.M., City of Seward, Seward County Nebraska, and that City Attorney Kelly Hoffschneider, Interim City Administrator Jack Vavra, Mayor Eickmeier, and the City Council be included in the closed executive session.

The executive closed session began at 8:49 p.m. At 9:07 p.m., Councilmember Schmit moved, seconded by Councilmember Singleton that the February 17, 2015 meeting of the Seward City Council reconvenes.

Aye: Schmit, Hans, Lieske, Beck, Singleton, Pike, Fritz

Nay: None

Absent: Kamprath. Motion carried.

Mayor Eickmeier stated that no formal action was taken during the executive closed session, other than to provide City Attorney Hoffschneider with negotiation guidance.

#### 18. CAPITAL PROJECTS REPORT

Public Facilities/Capital Improvement & GIS Director John Hughes provided an update and Capital Projects Report dated 2/17/15.

#### 19. FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE ACTION

None

#### 20. ANNOUNCEMENT OF UPCOMING EVENTS

- A. Seward Area Chamber of Commerce - February 18, 2015 @ 12:00 noon - presentation on potential city-wide phone/tablet app
- B. Seward Volunteer Firefighters Banquet - February 21, 2015 @ 5:30 p.m.
- C. League of Nebraska Municipalities Mid-Winter Conference - February 23 & 24, 2015

#### 21. MOTION TO ADJOURN

Councilmember Singleton moved, seconded by Councilmember Pike, that the February 17, 2015 City Council Meeting be adjourned.

Aye: Singleton, Hans, Pike, Schmit, Beck, Fritz, Lieske

Nay: None

Absent: Kamprath. Motion carried.

February 17, 2015

THE CITY OF SEWARD, NEBRASKA

---

Joshua Eickmeier, Mayor

---

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

DRAFT

# **City of Seward, NE**

**Tuesday, March 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  
3-3-15  
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.

Payroll	170,427.36
Kriz-Davis Co, CI	8,822.15
Sam's Club, Su	571.70
Aesseal, Re	1,066.31
Alliance Technologies, Se	3,790.00
Black Hills Energy, Ut	1,687.88
Nickalas Bloebaum, Trng	25.00
Chase Card Service, Su, Conf, Eq, Trng	3,937.57
IBT, Su	65.87
Total Tool Supply, Tools	369.00
Int'l Code Council, Dues	125.00
Burger King, Conf	33.20
Harbor Freight, Tools	281.46
Holiday Inn, Conf	713.78
Wal-Mart, Su, Bu, Awards Dinner	1,179.65
Applebees, Conf	38.82
Sozo American Cuisine, Conf	53.24
Arbys, Conf	13.95
Big Red Norfolk, Conf	23.11
Runza, Conf	16.02
Comfort Inn, Conf	286.08
Amazon Mktplace, Su	57.21
ICC Online Training, Trng	79.00
Subway, Conf	7.65
Perkins, Conf	24.89
Taco Bell, Conf	6.73
Durham Ellis, Su	205.31
Wendys, Conf	10.13
Rem-Para-Bush-Barn, Su	91.46
Hogue, Inc, Eq	118.01
SCC-Online, Trng	138.00
Constellation NewEnergy Gas, Ut	2,248.82
Library Petty Cash, Su	163.02
Cattle National Bank, Eq Loan	12,957.84
Commonwealth Electric, Eq	3,800.00
Durre Plumbing, Re	162.42
Dutton-Lainson, Su	1,005.80
DXP Enterprise, Su	374.04
Seward Electric Fund, Ut	38,248.18
Seward Buildings & Grounds, Op Cost	2,000.00
Fastenal Co, Su, Re	245.48
Great Plains Uniforms, Uniforms	148.50
General Excavating, Se	40,971.48
Galls, Uniform	382.76
Graybar, Eq	4,896.32
Hach Company, Su	101.78
Hamilton Equipment Co, Re	504.06
Hydraulic Equipment Service, Re	1,981.54
Husker Electric Supply, Re	1,340.43



Jackson Services, Se	123.12
JEO Consulting Group, Se	740.50
Lincoln Winwater Works, Re	950.64
Kriz-Davis, Re	3,155.46
Latschs, Su	57.98
Capital Business Systems, Ma	336.66
Mattson Ricketts Law Firm, Se	5,213.36
Midwest Turf & Irrigation, Re	343.26
Murphy tractor & Equip, Re	157.03
Municipal Supply, Re, Su	846.23
Mohrhoff Power Equipment, Eq	28,602.00
Midwest Service & Sales, Re	780.71
Mid American Benefits, Ins	2,453.20
Nebraska Cemetery Assn, Dues	40.00
Orscheln Farm & Home, Su, Re	168.68
Nebraska Roads Dept, Su	504.00
O'Reilly Auto Parts, Su, Re	21.93
Donna Otte, Mi	34.50
Cody Pollak, Trng	25.00
Fast Mart, Su	7.01
Lynn Peavey, Su	133.75
Rega Engineering Group, Se	1,000.00
Office Depot, Eq	34.99
Campbell Cleaning & Restoration, Su	24.99
Quill Corp, Su	319.04
Memorial Health-Meals, Su	2,149.14
Ed Roehr Safety Products, Eq	95.00
Sam's Club, Su	16.70
Sam's Club, Su	205.46
Richters, Bu	80.45
Ollson Associates, Se	18,405.80
Nebraska Public Health Env Lab, Se	396.00
Plains Equipment Group, Re, Su	445.01
Hireright Solutions, Se	136.60
Gerhold Concrete, Su	23.10
Helmink Printing, Su	411.00
Precision Tool & Machine, Su	52.06
USA Bluebook, Su	103.66
Skarshaug Testing Lab, Se	161.76
US Cellular, Se	58.32
Titan Machiner, Re	842.94
Tools Plus Industries, Su	188.86
WNK Surveying, Se	1,500.00
Bill Sleight, Ex	200.00
Art on Display, Su	892.00
Nebraska Health & Human Serv, Trng	356.00
Austin Sleight, Ex	180.00
Brevin Sloup, Ex	160.00
Cohl Gottschalk, Ex	170.00
Nathan Bierbaum, Ex	80.00
Noah Lliteras, Ex	160.00
Britton Goldsmith, Ex	150.00
Reid Karel, Ex	120.00
Regan Karel, Ex	130.00
Pacific Coast Lab, Su	351.79
Dennis Bender, Re	61.78
Southern Seven Clerks Assoc, Conf	125.00
Judith Hromas, Re	89.65
Max Slepicka, Ex	130.00
	<hr/>
	376,562.56

# **City of Seward, NE**

**Tuesday, March 3, 2015**

**Regular Session**

## **Item G3**

### **CONFIRMATION OF MAYOR'S APPOINTMENTS - Mayor Eickmeier**

*Seward Aging Services Commission - 2 yr term; Appointment of Mary Jo Yates (replace Joan Schulte)*

**Administrative Report:** Following review and discussion of appointment, a motion to confirm the Mayor's appointment would be in order.

**Staff Contact:**

# **City of Seward, NE**

**Tuesday, March 3, 2015**

**Regular Session**

## **Item G4**

### **CONSIDERATION OF APPROVAL OF SUBMITTING A PRE-APPLICATION FOR 2015 HOMEOWNERSHIP OPPORTUNITY PROGRAM (HOP) GRANT - Greg Majerus, Seward Co Housing Authority**

**Administrative Report:** After presentation, review and discussion. a motion to approve the Pre-Application and authorize the Mayor to sign would be appropriate.

**Staff Contact:**



Southeast Nebraska Development District

[www.sendd.org](http://www.sendd.org)

MAIN OFFICE  
2631 "O" Street, Lincoln, NE 68510  
Office: 402-475-2560  
Fax: 402-475-2794  
[dtaladay@sendd.org](mailto:dtaladay@sendd.org)

HUMBOLDT OFFICE  
PO Box 308, Humboldt, NE 68376  
Office: 402-862-2201  
[senddhumboldt@windstream.net](mailto:senddhumboldt@windstream.net)

February 19, 2015

Mayor and City Council  
City Hall  
PO Box 38  
Seward, Nebraska 68434

**Re: Seward, Ne  
2015 Nebraska Affordable Housing Program  
Down Payment Assistance Program in cooperation with  
the Seward County Housing Corporation (SCHC)  
Request to approve Pre-Application**

Mayor and Council:

As you may be aware, the City has been the applicant/sponsor of the NAHTF Grant #12-TFHP-6005 for a program of Down Payment Assistance and housing rehabilitation for homebuyers in communities in Seward County. Under a sub-recipient agreement with the City, the Seward County Housing Corporation (SCHC) has been implementing that program, which has a contract end date of October 23, 2015. The program is almost out of funding, but still operating through the end date.

This latest program in collaboration with SCHC has once again been successful in helping eligible families purchase and upgrade homes through communities in the county. The target for the 2012 program was to assist 14-families. The attached sheet indicates the level of success, as the program is assisting 15-families to date.

The Board of Directors of the Seward County Housing Corporation (SCHC) is requesting the City to be the applicant/sponsor for a 2015 application for funding to undertake another Homeowner Opportunity Program (HOP). SENDD is providing assistance in developing the application as a member service to Seward.

Attached is a Pre-Application form for your review and action. A motion to approve the Pre-Application and authorize the Mayor to sign would be appropriate. The pre-application is due to the Nebraska Department of Economic Development (NDED) by March 30, 2015.

A full application will be due to the NDED by May 1, 2015. We would also anticipate the need for a public hearing on that full application at the April 21, 2015 City Council meeting. Full documentation for the application will be provided prior to that meeting.

Greg Majerus, President of the SCHC (or another representative), will plan on attending your March 3 Council meeting to answer any questions you may have on this request or on the present program.

Once approved, please forward the original signed pre-application form to me and we will package up for submittal to NDED. Enclosed is a preaddressed mailing envelope for your convenience.

If you have questions, or need further information, please feel free to contact me at our Lincoln office.

Very truly yours,



David R. Taladay  
Executive Director

Cc: Bonnie Otte, City Clerk  
Greg Majerus, President-SCHC

enc.



Southeast Nebraska Development District

[www.sendd.org](http://www.sendd.org)

MAIN OFFICE  
2631 "O" Street, Lincoln, NE 68510  
Office: 402-475-2560  
Fax: 402-475-2794  
[dtaladay@sendd.org](mailto:dtaladay@sendd.org)

HUMBOLDT OFFICE  
PO Box 308, Humboldt, NE 68376  
Office: 402-862-2201  
[senddlisa@windstream.net](mailto:senddlisa@windstream.net)



February 19, 2015

## Seward, Nebraska

### Nebraska Affordable Housing Trust Fund (NAHTF) Grant #12-TFHP-6005

### Seward County Housing Corporation (SCHC)

### Homeownership Opportunity Program (HOP)

Original Target: Assist 14-eligible families to purchase homes, including any needed housing rehabilitation

Total program Applications: 27

Total assistance: 15-homes purchased  
\$188,280 Down Payment Assistance with NAHTF funding  
\$1,111,016 in 1<sup>st</sup> Mortgages with 12-loans from local lenders

12-homes with Housing Rehabilitation completed  
\$59,289 construction cost

#### Location of home purchases:

Beaver Crossing	1
Garland	1
Milford	2
Utica	1
Seward	10



**2015 PRE-APPLICATION FOR THE  
NEBRASKA AFFORDABLE HOUSING PROGRAM**  
Nebraska Department of Economic Development (DED)  
**PART I. GENERAL INFORMATION**

DED USE ONLY  
Date Stamp Below

DED USE ONLY  
Pre-Application  
Number  
**15-**

TYPE OR PRINT ALL INFORMATION

<b>1. APPLICANT IDENTIFICATION</b> Name: <u>City of Seward</u> Contact: <u>Bonnie Otte, City Clerk</u> Address: <u>PO Box 38</u> City/State/Zip: <u>Seward, NE 68434</u> Phone: <u>402.643.2928</u> Fax: <u>402.643.6491</u> Email: <u>bonnie.otte@cityofseward.com</u> Tax ID: <u>47-60-06355</u> Duns #: <u>156271546</u>	<b>2. APPLICATION PREPARER INFORMATION</b> Name: <u>David R. Taladay, SENDD</u> Address: <u>2631 "O" St.</u> City/State/Zip: <u>Lincoln, NE 68510</u> Phone: <u>402.475.2560</u> Fax: <u>402.475.2794</u> Email: <u>dtaladay@sendd.org</u> Application Preparer (check one) <input type="checkbox"/> Local Staff <input type="checkbox"/> Out-of-State Consultant <input type="checkbox"/> In-State Consultant <input type="checkbox"/> Non-Profit Organization <input checked="" type="checkbox"/> Economic Development District <input type="checkbox"/> Other _____
<b>3. HOUSEHOLD BENEFICIARIES</b> # <u>14</u> at or below 80% of the Area Median Family Income # _____ at or below 100% of the Area Median Family Income # _____ at or below _____ % of the Area Median Family Income # <u>14</u> Total	<b>4. DISTRICT INDICATOR-(Select only ONE)</b> <input checked="" type="checkbox"/> Congressional District 1 <input type="checkbox"/> Congressional District 2 <input type="checkbox"/> Congressional District 3
<b>5. HOUSING ACTIVITIES</b> <input type="checkbox"/> Owner-Occupied Rehabilitation <input checked="" type="checkbox"/> Homebuyer Program <input type="checkbox"/> Non-Profit Operating Assistance <input type="checkbox"/> Rental New Construction, Acquisition, and/or Rehabilitation <input type="checkbox"/> Demolition	<b>7. SERVICE AREA</b> Area to be served [each municipality and each county]. Please list: Incorporated communities within Seward County  Nebraska Legislative District(s) <u>24</u> Nebraska Congressional District(s) <u>1</u>
<b>6. TYPE OF APPLICANT</b> <input checked="" type="checkbox"/> Unit of Local Government <input type="checkbox"/> Local Housing Authority <input type="checkbox"/> Non-Profit 501(c)(3) <input type="checkbox"/> Non-Profit 501(c)(3) CHDO <input type="checkbox"/> Non-Profit 501(c)(4) <input type="checkbox"/> Non-Profit 501(c)(4) CHDO	
<b>8. Grant Request Amount</b>  \$349,000	

**9. CERTIFYING OFFICIAL:**

To the best of my knowledge and belief, data and information in this application is true and correct, including any commitment of local or other resources. The governing body of the applicant has duly authorized this application. This applicant will comply with all Federal and state requirements governing the use of NAHP funds.

Signature in blue ink: \_\_\_\_\_

Typed Name and Title: Joshua Eickmeier Date Signed: \_\_\_\_\_

Address/City/State/Zip: City Hall, PO Box 38, Seward, NE, 68434

**SUBMIT THE ORIGINAL PRE-APPLICATION TO:** <https://neded.sharefile.com/r/r0f77686a58e46f9a> and email a copy to the Application Coordinator at: [ded.housing@nebraksa.gov](mailto:ded.housing@nebraksa.gov)

**PART III. PROJECT BUDGET AND FINANCING****Seward County Homeownership Opportunity Program (HOP)  
Workforce Housing-Homebuyers Assistance****Proposed Budget for 2015 NAHP Application**

<b>Activity No.</b>	<b>Description</b>	<b>NAHP funds requested</b>	<b>Other funds **</b>	<b>Total costs</b>
0520	Single-family acquisition Direct homebuyer assistance as a downpayment 14-units @ \$15,000/ave..(max. 20%)..... 1st Mortgage and other costs** (min. 80%)..	\$ 210,000 0	0 \$ 840,000	\$ 210,000 \$ 840,000
	<b>Total Purchase for Homebuyers.....</b>	<b>\$ 210,000</b>	<b>\$ 840,000</b>	<b>\$ 1,050,000</b>
0530	<u>Housing Rehabilitation Construction</u> 7-units @ \$9,000 (max.).....	\$ 63,000	0	\$ 63,000
0580	<u>Housing Administration</u> Program Management (14 units @ \$2,500/ave)..... Lead Screening/Paint Testing/Risk Assessment.... (14 units @\$1,500/ea)	\$ 35,000 21,000	0 0	\$ 35,000 \$ 21,000
	<b>Total for 0580 Housing Administration.....</b>	<b>\$ 56,000</b>	<b>0</b>	<b>\$ 56,000</b>
0181	<u>General Administration.....</u>	\$ 20,000	0	\$ 20,000
	<b>Total project budget.....</b>	<b>\$ 349,000</b>	<b>\$ 840,000</b>	<b>\$ 1,189,000</b>

\*\* Other funds: Anticipated funds from 1<sup>st</sup> Mortgages from lending institutions and supporting agencies and other costs injected by homebuyers (inspections, fees, etc.)



# City of Seward, NE

Tuesday, March 3, 2015

Regular Session

## Item G5

### **CONSIDERATION OF EXTENSION OF OPTION AGREEMENT WITH PHYLLIS AEGERTER FOR REAL ESTATE - City Attorney Hoffschneider**

*Property is legally described as: Commencing at a point 300.0 feet North and 39.8 feet West of the Southeast corner of Section Twenty-Nine (29), Township Eleven (11) North, Range Three (3), East of the 6th P.M., City of Seward, Seward County, Nebraska; thence West 153.9 feet; thence North 33°17' West a distance of 127. 6 feet; thence West 466.0 feet; thence North 937.2 feet to the North line of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of said Section 29; thence East along the North line of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of said Section 29 to a point 39.2 feet West of the East line of said Section 29; thence South 1043.0 feet to Point of Beginning, EXCEPTING therefrom property conveyed to The State of Nebraska by Warranty Deed filed in Book 70, Page 87 on July 13, 1964.*

Staff Contact:

# City of Seward, NE

Tuesday, March 3, 2015

Regular Session

## Item G6

### **CONSIDERATION OF EXERCISE OF OPTION TO PURCHASE REAL ESTATE OWNED BY PHYLLIS AEGERTER - City Attorney Hoffschneider**

*Real estate legally described as: Commencing at a point 300.0 feet North and 39.8 feet West of the Southeast corner of Section Twenty-Nine (29), Township Eleven (11) North, Range Three (3), East of the 6th P.M., City of Seward, Seward County, Nebraska; thence West 153.9 feet; thence North 33°17' West a distance of 127. 6 feet; thence West 466.0 feet; thence North 937.2 feet to the North line of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of said Section 29; thence East along the North line of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of said Section 29 to a point 39.2 feet West of the East line of said Section 29; thence South 1043.0 feet to Point of Beginning, EXCEPTING therefrom property conveyed to The State of Nebraska by Warranty Deed filed in Book 70, Page 87 on July 13, 1964.*

Staff Contact:

# **City of Seward, NE**

**Tuesday, March 3, 2015**

**Regular Session**

## **Item G7**

### **CONSIDERATION OF APPROVAL OF A REVISED INTERLOCAL AGREEMENT WITH THE SEWARD/SALINE COUNTY SOLID WASTE MANAGEMENT AGENCY - Councilmember Lieske**

**Administrative Report:** The changes being made are bringing the bylaws and the interlocal agreement into congruence, as well as making a provision for claims to be paid when there is not a quorum present. Claims paid would have to be retroactively approved and are capped.

**Following review and discussion, a motion to approve the interlocal agreement and authorize a representative to execute the agreement would be in order.**

**Staff Contact:**

INTERLOCAL AGREEMENT CREATING THE SEWARD/SALINE  
COUNTY SOLID WASTE MANAGEMENT AGENCY

This agreement is made this 14<sup>th</sup> day of September, 1993, among the following local units of government: the county of Seward County - unincorporated area, the City of Seward, the City of Milford, the County of Saline County - unincorporated area of the northern tier, including the industry within said tier, the City of Crete, the Village of Goehner, the Village of Staplehurst, the Village of Bee, the Village of Garland, the Village of Pleasant Dale, the Village of Beaver Crossing, the Village of Dorchester, the City of Friend, hereinafter referred to as "members," or "Participants" or as "member of the Joint Entity" or as "Participants of the Agency" in the singular.

I

CREATION OF  
THE SEWARD/SALINE COUNTY SOLID WASTE MANAGEMENT AGENCY

Pursuant to the provisions of the Nebraska Interlocal Cooperation Act (13-804), the local units of government above named do hereby create, as a public body corporate and politic and as a separate joint entity, the Seward/Saline County Solid Waste Management Agency which shall be hereinafter referred to as "Agency".

II

PURPOSES OF THE AGENCY

1: The purpose of the Agency is as follows:

- (a) To develop, process, and implement a Solid Waste Management Plan, to include required Certifications, as required by the Waste Management Act, for Agency Members.
- (b) To permit its Members to coordinate their resources to fulfill their responsibilities under the Waste Management Act and the rules and regulations promulgated thereunder and to deal effectively with Solid Waste Management.
- (c) To permit the initial organization of an inter-county and county wide interlocal solid waste management agency where at the decision of its members this agreement is intended to be amended to allow for a more complete and/or more complex interlocal structure. This initial structure is intended to allow the inter-county solid waste management agency to organize and clarify its desired working limits and powers as may be needed to grow into the mature agency the Board of Directors may see as appropriate. Recommendations for amendments are to be presented to said members as it may be considered appropriate by the Board of Directors of the Seward/Saline County Solid Waste Management Agency.

### III

#### POWERS OF AGENCY

The Agency shall be a public body corporate and politic and a separate legal entity exercising public and essential governmental functions to provide for the public health, safety and welfare and shall have the following powers:

- (a) To adopt and have a common seal and to alter the same at pleasure.
- (b) To sue and be sued.
- (c) To make and enforce bylaws or rules and regulations for the management and operation of its business and affairs.
- (d) To make or cause to be made studies and surveys necessary or useful and convenient to carrying out the functions of the Agency.
- (e) To contract with and compensate consultants for professional services including but not limited to architects, engineers, planners, lawyers, accountants, rate specialists, and others found necessary or useful and convenient to the stated purposes of the Agency.
- (f) To provide for a system of budgeting, accounting, auditing (annual audit) and reporting of all Agency funds and transactions, for a depository, and for the bonding of employees.
- (g) To accept gifts or grants or real or personal property, money, material, labor or supplies for the purposes of the Agency, and to make and perform such agreements and contracts as may be necessary or convenient in connection with the procuring, acceptance or disposition of such gifts or grants.

3.02 Reservation of Powers. The following powers shall be reserved to and remain a function of the individual Participants.

- (a) Final action upon the allowance and payment or any claims against a Participant;
- (b) The levy and collection of ad valorem property taxes.

#### ARTICLE IV

##### ORGANIZATION

##### 4.01 Participants.

- (a) This Agreement shall become effective when executed (per Article VII) by any two or more of the identified local units of government within Seward County and Saline County.

- (b) The Agency shall be subject to control by the Members in accordance with the terms of this Agreement. The governing body of each member shall have approved this Agreement by resolution. A certified copy of each approving resolution shall be kept on file at the Agency's designated office.

#### 4.02 The Board of Directors.

- (a) The affairs of the Agency shall be governed by a Board of Directors, which shall consist of not less than one representative from each Participant appointed by the Participants in the manner specified in this Agreement, and if deemed appropriate, further clarified by the By-Laws of the Agency.
- (b) The Board of Directors shall be responsible for administering the Agency so as to accomplish the objectives of this Agreement, the Interlocal Act, the Waste Management Act, and the Environmental Protection Act and any applicable federal or state statute, law, order, rule or regulation,. Except as provided in By-Laws or resolutions of the Agency, all powers of the Agency shall be exercised by the Board of Directors, acting through its chair or vice-chair and secretary.
- (c) The Board of Directors shall hold an annual meeting at such time and place as the Board of Directors shall designate and shall hold meetings at other times at the call of the chair or vice-chair or upon call of at least one-third of its members. Notice of meetings shall be publicized and meeting agendas made available in compliance with Neb.Rev.Stat. §84-1408, et.seq., as amended from time to time, and as provided in by-laws of the Agency.
- (d) The Board of Directors, at its annual meeting, shall elect three officers who shall serve until the next annual meeting, as long as he or she remains a Member representative or until his or her successor is chosen. There shall be a chair, a vice-chair, and treasurer elected from the representatives of the Participants.
- (e) Each member of the Board of Directors shall have the right to cast one vote per 1000 persons represented by their specific Jurisdictional Area (rounded to the nearest 1000 persons based on the latest US Census, with no Participant having less than 1 vote) on actions of the Board of Directors. The "County Jurisdictional Area"

shall include all unincorporated areas of Seward County and Saline County, respectively.

- (f) A quorum of the Board shall consist of a majority of the weighted votes of all member representatives appointed to the Board as assigned in 4.02 (e) above.
- (g) The Board of Directors may delegate authority to approve and pay expenditures totaling less than \$5,000.00 to the Treasurer per quarter. Any such expenditures so approved and paid shall be presented to the Board for ratification at the Board meeting immediately following payment. All other Board action shall, including any financial expenditures of \$5,000.00 or more, require an affirmative vote of the majority of the total votes constituting a quorum at a meeting under Article 4.02 (f) of this Agreement. Expenditures must be ratified at least annually.
- (h) The duties of the Board of Directors include, but are not limited to, the following:
  - i) Supervision of the development of plans and procedures that will result in the attainment of the objectives of this Agreement.
  - ii) Annual adoption of a budget of revenues and expenditures.
  - iii) Make such administrative arrangements as may be required and which are pertinent to this Agreement, but which are not specifically covered herein.
  - iv) Contract for services as are authorized by the Board as necessary to carry out the functions of the Agency.
  - v) Develop long-range plans.
  - vi) Cause studies to be made as necessary for administration of the aforesaid duties; employ such consultants as are authorized by this Agreement and approve their compensation.
  - vii) Appoint task forces and committees for particular studies. A member may be reimbursed, at the discretion of the Board of Directors, for the time and expenses of any of its employees or agents engaged in such task force and committee work.

## ARTICLE V

### WASTE MANAGEMENT PLAN: SERVICE AGREEMENTS

## ARTICLE VI

### FINANCING

6.01 Intent: Obligation of Participants. It is the intention of the parties to this Agreement that the Agency be financed via a mutually agreed method as arrived at by the voluntarily participating member participants through the action of the Agency Board of Directors. If any Participant shall choose not to provide financial support per said mutually agreed to budget plan, that Participant shall be deemed to intend withdrawal, or termination of membership and shall be required to proceed with withdrawal per Article VII.

6.02 In the initial period of formation, no fee is intended. This base level Interlocal Agreement will bring together a Seward/Saline County Solid Waste Management Agency Board of Directors who will, in its first steps after formation clarify the desired extent and limits of powers of the Agency. Said Board may present those findings and recommendations to its Participants as an amendment to this Interlocal Agreement or as an Interlocal Agreement that would succeed this Interlocal Agreement. The intent is to have said call for future financing presented in conjunction with the budgeting cycle of the Participants.

## ARTICLE VII

### TERM, WITHDRAWAL, DISSOLUTION AND INVOLUNTARY WITHDRAWAL

7.01 Term of Agreement. Subject to earlier termination, as provided below, the term of this Agreement shall be fifty (50) years from the effective date.

7.02 Withdrawal. A Participant cannot withdraw from the Agency prior to dissolution of the Agency except in accordance with the following procedures.

(a) Notice. The withdrawing Participant shall serve notice of this intent to withdraw on the Agency by certified mail, return receipt requested, addressed to the Chairman of the Board of the Agency. The notice shall state the name of the withdrawing Participant and its intention to withdraw from the Agency, and shall be signed by a duly authorized representative of the Participant. The Notice of withdrawal will be deemed served when received by the Agency.



(b) Time of Notice, Effective Date. A Notice of withdrawal may be served at any time, and shall be effective 30 days from the date it is served.

(c) Notice, Self-Executing. A notice of withdrawal is self-executing, not requiring Agency action to be effective. A Participant which has once served a notice of withdrawal in accordance with this Agreement cannot rescind the notice, but may re-apply for participation in accordance with the procedures set forth in the Agreement.

(d) Effect of Withdrawal Notice. A notice of withdrawal shall not affect a participant's obligations under any Service Agreement with the Agency, nor shall such notice of withdrawal relieve such Participant from any contract or obligation entered into by Agency, as provided in Section 7.05. A notice of withdrawal relinquishes any rights of the Participants to funds, facilities, or property of the Agency.

7.03 Dissolution. The Agency may be dissolved in the following manner.

(a) The Board of Directors shall adopt a resolution recommending that the Agency be dissolved, and directing that the question of such dissolution be submitted to a vote of the governing bodies of the Participants to be held no later than forty-five (45) days after the date the resolution is adopted by the Agency.

(b) The resolution shall be deemed adopted when less than 2 Participants remain as members/have not adopted the resolution of dissolution.

(c) Upon the resolution being deemed adopted, a written notice of dissolution of the Agency shall be filed in the office of the Secretary of State and in the office of the Seward County Registrar of Deeds and in the office of the Saline county Registrar of Deeds.

7.04 Distribution of Assets. Upon dissolution of the Agency, the Board of Directors shall continue in existence for so long and be empowered to conduct such business of the Agency as is necessary to wind up the Agency's affairs.

7.05 Non-Impairment and No Relief from Liability. Anything herein to the contrary notwithstanding, no Participant may withdraw or in any way terminate, amend, or modify in any manner to the detriment of any holders of any obligation issued by the Agency, either this Agreement or any contract of or with the Agency. Neither withdrawal nor dissolution, obligation or undertakings whatsoever of the Agency, all of which shall continue, according to their terms in full force and effect and all Participants and former Participants shall continue to be bound thereby. Neither withdrawal nor dissolution shall relieve any Participant or former Participant, of any liability, obligation, cost, expense, duty or undertaking imposed by this Agreement or by any applicable law.

7.06 Formalizing Extended Liability. Prior to the movement of any municipal solid waste on behalf of the Agency, the Board of Directors shall formally clarify the extent of liability of any Participant. The base concept being that liability for waste generated by a specific jurisdictional area shall stay with that jurisdictional area in spite of withdrawal. However, future actions of the Agency cannot be construed to expand the liability of any Participant beyond the waste it contributed while a Participant in Seward County/Saline County Solid Waste Management Agency.

7.07 Involuntary Withdrawal. In the event a Participant fails to perform its obligations pursuant to this Agreement, the Board of Directors shall give written notice to such Participant specifying such failure to perform and establishing a reasonable period that the Participant shall have to fulfill its obligation pursuant to this Agreement. If the Participant's failure to perform its obligation is continuing, the Board of Directors may immediately terminate such entity's participation in the Agency and suspend all services of the Agency. This provision shall not limit the right of any other Participants to enforce the rights and obligations established pursuant to any Waste Management Plan, Service Agreement or other project or transaction under a separate agreement with the Agency until payment or performance of the obligation or completion of the plan, project or transaction in accordance with its terms.

## ARTICLE VIII

### MISCELLANEOUS

8.01 Change of Form of Government. This Agreement shall survive a transition or change in the form of government of the Participants and any successor in interest shall be bound by the terms of this Agreement as if any original party hereto. In the event any Participant in which any Agency Facilities or properties are located is merged into any other political entity, the Agency shall retain full ownership and right to own, operate, use and control such Facilities and properties.

8.02 Not for Profit Entity. The Agency shall be operated as a not for profit entity and no part of its earnings, assets or properties shall inure to the benefit of any individual.

8.03 Assignment. This Agreement shall not be assignable by any party hereto.

8.04 Amendments. Any participant may propose an amendment to this Agreement by filing such proposed amendment with the Chairperson of the Board of Directors, who shall immediately forward copies thereof to the Participants. Each Participant shall present the proposed Amendment to its governing body at its next regular or designated special meeting. In voting on any amendment, each Participant shall have one vote for every 1000 persons (rounded to the

nearest 1000) with no Participant having less than one vote. If two-thirds (2/3) of the weighted votes of the governing body of such Participant approve the amendment, as evidenced by resolution of the governing body of such Participant, such amendment will become effective 30 days after approval by the Board of Directors. Abstentions shall be counted as negative votes. In no event shall any amendment terminate, amend or modify this Agreement in any manner to the detriment of any holders of any outstanding obligation issued by the Agency.

8.05 No Additional Liability. In no event shall this Agreement or any contract executed in compliance herewith, be construed to extend or enlarge the responsibility of any Participant or Contracting Party to dispose of Solid Waste beyond any requirement or obligation provided by law.

8.06 Execution. Separate copies of this Agreement are executed by the Participants with the understanding that, as and when each of the Participants have executed a copy, all of the Participants shall be bound to the same extent and purpose as if all such Participants had simultaneously joined in the execution of a single master copy.

8.07 Effective Date. After this proposed Interlocal Agreement has been circulated for consideration for at least 60 days, the effective date of this Agreement shall be September 14, 1993, if and when two or more Participants shall have adopted this Agreement within said 60 days of circulation.

8.08 An executed copy of this Agreement shall be filed with the Secretary of State of the State of Nebraska.

Approved and Adopted this \_\_\_\_\_ day of November, 2014:

\_\_\_\_\_  
Mike Luebbe, Commissioner  
Seward County Bd. of Comm.

\_\_\_\_\_  
President  
Seward City Council

\_\_\_\_\_  
Dean Bruha, Mayor  
City of Milford

\_\_\_\_\_  
Roger Foster, Mayor  
City of Crete

---

Lyle Weber, Chairman  
Village of Dorchester

---

Marvin Kohout, Commissioner  
Saline County Bd. of Comm.

---

Harlan Schrock, President  
Friend City Council

---

Chairman  
Village of Beaver Crossing

---

Chairman  
Village of Pleasant Dale

---

Chairman  
Village of Staplehurst

---

Chairman  
Village of Bee

---

Village of Goehner

---

Chairman  
Village of Garland

BYLAWS OF  
SEWARD/SALINE COUNTY SOLID WASTE  
MANAGEMENT AGENCY

ARTICLE I  
MEMBERSHIP

Section 1: All applications for membership in the Seward/Saline County Solid Waste Management hereinafter "Agency" shall be accepted by the Clerk/Secretary, subject to the provisions set forth in the Interlocal Solid Waste Management Agreement, as amended from time to time.

ARTICLE II  
BOARD OF DIRECTORS

Section 1: The business of the Agency shall be conducted, by a Board of Directors, which shall have the powers and duties vested in it by law and the Interlocal Solid Waste Management Agreement. The Board of Directors shall be made up of one representative from each political subdivision which are parties to the Interlocal Solid Waste Management Agreement and who has been appointed by his or her County Board, City Council, or Village Board or as provided in the host agreement or as otherwise authorized by the Board of Directors. All members of the Board of Directors shall be appointed by the local subdivision of the government which they represent or which is authorized to appoint said board member. Said subdivision shall name an alternate member to act and vote in the absence of the political subdivision's named representative. Each board member shall serve at the pleasure of the subdivision of government which is responsible for the appointment.

Section 2: The Board of Directors shall elect from their membership, a chairperson, and a vice chairperson. A clerk/secretary and a treasurer shall be elected by the Board. The clerk/secretary or treasurer so selected shall be a member of the Board of Directors (if there is not already a representative from that subdivision on the board) and a member of the Agency. Such officer shall serve so long as he or she remains a member of the Board of Directors or until his or her successor in office is chosen, whichever shall occur first.

(a) Section 3: A quorum of the Board (Article IV Section 4) shall consist of a majority of the

weighted votes of all member representatives appointed to the Board.

Section 4: An Executive Committee shall be created to be responsible for interim policy decisions, approval of reports of claims, and shall have power, authority, and duties as the Board of Directors may from time to time delegate to it. Said committee shall be comprised of the following Directors:

- a) A single Director from each county who shall represent the unincorporated population of such county.
- b) A single Director from each of the three (3) largest municipalities.
- c) A single Director from the largest municipality in each county if said municipality is not already one of the three (3) largest municipalities.
- d) A single Director which shall rotate annually, for all other municipalities within each county. Said municipalities shall meet prior to the annual budget meeting of the Agency and designate which municipality shall have a Director on the Executive Committee until the next annual budget.
- e) If a municipality other than any of those set forth above shall be the host for the solid waste disposal facility, a single Director from the host municipality shall be a permanent member of the executive committee of the Board of Directors.
- f) The Executive Committee shall meet as set forth in Article IV, Section 6.
- g) All actions undertaken by the executive committee shall be reported to the entire Board of Directors at the next regular or special meeting of the Board of Directors following the executive committee action.

Section 5: Management Advisory Committee - The Board of Directors at its discretion may create a Management Advisory Committee. Said committee shall be comprised of one staff member of each of the affiliated local subdivisions, to assist in preparation of all staff work and meetings agendas for Board meetings and Executive Committee of the Agency.

Section 6: A Finance Committee is hereby created by the Board of Directors. Said committee shall have the power to authorize or approve the payment of claims and shall have such other powers and duties as the Board of Directors may from time to time delegate to it. All payments authorized or approved by the Finance

Committee shall be ratified at the next regular or special meeting of the Board of Directors. The Finance Committee shall be made up of the Chairperson, Vice Chairperson and Treasurer of the Agency and a director from each County named by the Chairperson which directors shall serve on the Finance Committee for the duration of the term of this Chairperson.

ARTICLE III  
DUTIES OF OFFICERS AND EXECUTIVE COMMITTEE

- Section 1: The Chairperson shall ordinarily preside at meetings of the Board of Directors.
- Section 2: The Chairperson may establish standing or temporary committees, assign their duties, and appoint any member of the Agency to sit on such committees. The Committees shall exist at the pleasure of and shall report as required to the chairperson.
- Section 3: The Chairperson shall carry out the policy and program of the Agency as directed by the Board of Directors.
- Section 4: The Vice Chairperson shall substitute for the chairperson in his or her absence and in such case may exercise the powers of the Chairperson with regard to calling meetings.
- Section 5: The Clerk/Secretary shall be responsible for recording the vote at meetings of the Board of Directors and preparing minutes of Board of Directors' meetings.
- Section 6: The Treasurer shall have custody of all monies belonging to the Agency. He or she shall keep complete accounts and shall present a written financial statement at each annual meeting. He or she shall be bonded. Expenditures shall be made only by the Treasurer upon specific or general authorization of the Board of Directors. The Treasurer shall have all monies belonging to the Agency either deposited in a bank depository designated by the Agency Board of invested as authorized by the Agency Board. There shall be an annual audit of the records conducted by an audit committee selected from the Board on a fiscal year basis.
- Section 7: In case of the absence of any officer or for any other reason that the Board of Directors may deem sufficient, the Board may delegate, for the time

being, the powers or duties of such officer to any other officer or to any director.

#### ARTICLE IV MEETINGS

- Section 1: The annual meeting of the membership shall be held at a time to be determined by the Board of Directors.
- Section 2: All meetings of the Agency's Board of Directors shall be held at the Webermeier Building., 617 Second Street, Milford, NE., or at such other location as designated by the Board of Directors.
- Section 3: The Chairperson may call a meeting of the Board of Directors at his or her discretion. A meeting of the Board of Directors must be called by the Chairperson upon written request of 4 or more directors. Notice of every meeting, stating the time and place thereof, shall be given to each director personally, by telephone, by email or by mail at least two (2) days before the meeting.
- Section 4: The order of business at meetings of the Board of Directors shall be as follows:
- 1: Call to Order.
  - 2: Open Meeting Act.
  - 3: Recording of members present.
  - 4: Approval of minutes of last meeting.
  - 5: Approval of Financial reports of the last meeting.
  - 6: Reports of Board of Directors, Officers, and Committees.
  - 7: Unfinished business.
  - 8: New business.
  - 9: Miscellaneous business and discussions.
  - 10: Adjournment.
- Section 5: At each meeting of Agency members, every member shall be entitled to vote in person and shall have votes(s) as set forth in the Interlocal Agreement creating the Seward/Saline County Solid Waste Management Agency.
- Section 6: The Executive Committee may hold regular monthly meetings at a time and place to be determined by written policy to be adopted by such committee. Special meetings of the Executive Committee may be called by the Chairperson of the Board of Directors, if he or she is also a member of the Executive Committee, or by any two members of the Executive Committee. Notice of every meeting, stating the time



and place thereof, shall be given to each member of the Executive Committee personally, by telephone, by facsimile transmission, by email or by mail at least one (1) day before any meeting. A majority of the Executive Committee shall constitute a quorum for transacting business. All actions of the Executive Committee shall require the favorable vote of a majority in attendance at a meeting for which a quorum is present.

ARTICLE V  
FISCAL YEAR

Section 1: The fiscal year of the Agency shall end on September 30.

ARTICLE VI  
AMENDMENT

Section 1: The Bylaws of the Agency may be amended by resolution of the Board of Directors of the Agency.

Submitted:

\_\_\_\_\_  
Chairperson, Board of Directors

Certified Adopted on

\_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Clerk/Secretary

# **City of Seward, NE**

**Tuesday, March 3, 2015**

**Regular Session**

## **Item G8**

### **CAPITAL PROJECTS UPDATE - John Hughes**

**Administrative Report:** The update will be forwarded to you prior to the meeting. The City Council will receive an update on capital and other on-going projects.

**Staff Contact:**

# **City of Seward, NE**

**Tuesday, March 3, 2015**

**Regular Session**

## **Item G9**

**COUNCIL TO RECEIVE UPDATE ON PENDING AND  
THREATENED LEGAL PROCEEDINGS - City Attorney  
Hoffschneider**

**Staff Contact:**

# **City of Seward, NE**

**Tuesday, March 3, 2015**

**Regular Session**

## **Item G10**

### **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, March 3, 2015**

**Regular Session**

## **Item G11**

### **ANNOUNCEMENT OF UPCOMING EVENTS - Mayor Eickmeier**

**Staff Contact:**

**City of Seward, NE**  
**Tuesday, March 3, 2015**  
**Regular Session**

**Item G12**

**MOTION TO ADJOURN**

**Staff Contact:**