

VILLAGE OF GARLAND
GARLAND, NEBRASKA 68360
REGULAR MEETING – NOVEMBER 1, 2022 – 7:00PM.

1. **Pledge:** The meeting was opened by saying the pledge of allegiance.
2. **Call meeting to order/roll call:** Marilyn Patsch called the meeting to order. Present: Marilyn Patsch, Jeremy Lewis, Rachel Jamison, Jake Bennett, and Jason Swerczek. Absent: None.
3. **Minutes:** Motion by Lewis to waive the reading of the minutes to the October 4, 2022, regular meeting. 2nd by Jamison. All aye. Motion by Lewis to accept and approve these minutes. 2nd by Jamison. All aye.
4. **Claims:** Motion by Lewis to waive the reading of the claims with the additions. 2nd by Swerczek. All aye. Motion By Lewis to pay the claims with the additions. 2nd by Swerczek. All aye.
5. **Joel Ludwig - Planning Commission:** Motion by Lewis to approve Penny Vanlear as a new member of the Planning Commission. 2nd by Bennett. All aye. George Schaefer, Jr./218 Third Street: Ulrich sent a letter regarding the propane tank: not filling out a permit, and the tank not complying with the current code by being too close to the building. Schaefer, Jr. will file the permit and the propane tank is currently in a temporary location. Rod Bromwich/254 Fourth Street: Ulrich sent a letter regarding the propane tank: not filling out a permit. The Board agreed that since this is a replacement propane tank, no permit needs to be filed. The location of the tank complies with the current code. Austin Sayer/369 4th Street: The Board would like for Damman to prepare an ordinance for the Village to vacate the north half of Black Street between Fourth and Fifth Streets, this would extend the lot line to the middle of Black Street, and the Village will retain a utility easement for the sewer.
6. **Wayne Regnier – Water/Sewer/Maintenance:** Regnier was not present.
7. **Old Business – speeding solutions for the Village:** Sheriff Mike Vance stated the Sheriff’s department will increase patrol and enforce tickets.
 - **update about ARPA funding:** Seward County Commissioner John Culver reviewed the ARPA application process. The Board decided to submit a new application combining the sequestering equipment for the wells, and the sewer main rehabilitation.
 - **update about online bill pay, office hours, Village phone:** The application for online bill pay was just reviewed, and approved by NIC, and now needs Patsch’s signature. Office hours to be on a Wednesday. The Board suggested Ulrich go to Walmart for a pay as you go phone.
8. **Leia Jackson/220 2nd Street – attack of dog owned by Keegan Baker/122 Frazier Street:** Jackson was attacked by the dog that lives at 122 Frazier Street. Her arm has multiple bite marks, that are now scabbed and bruised. Her dog was also attacked and had to have its leg amputated. She called the Sheriff’s department, and nothing was done. Sheriff Vance was not aware of this attack and will talk to the Deputy that responded to this complaint.
9. **Norris Public Power District Purchase Power Agreement for new services at Fire Hall/Maintenance Shed:**

AGREEMENT FOR PURCHASE OF POWER WITH NORRIS PUBLIC POWER DISTRICT THIS AGREEMENT made and entered into this 19th day of October, 2022, by and between Norris Public Power District, a public corporation and political subdivision of the State of Nebraska, hereinafter called the “District”, and VILLAGE OF GARLAND GARLAND FIRE DEPARTMENT Address: 101 4th Street, PO Box 105, Garland, Ne 68360 hereinafter called the “Customer”. WITNESSETH: The District agrees to sell and to deliver to the Customer, and the Customer agrees to purchase and receive from the District, all of the electric power and energy which the Customer may need at mutually agreed point on the Customer’s premises located in the Village of Garland in the Southwest Quarter of Section 4, Township 11 North, Range 4 East, of the 6th Principal Meridian in Seward County, Nebraska upon the following terms and conditions: 1. SERVICE CHARACTERISTICS Service hereunder shall be alternating current, 1 phase, sixty cycles, 120/240 volts and in a capacity of approximately 25kVA. The District’s responsibility stops at the meter. The customer shall furnish, install, own, and maintain all secondary equipment on the load side of the District’s meter. PAYMENT a. The Customer shall pay the district for service hereunder at the rates and upon the terms and conditions set forth in Rate Schedule 6 attached to and made a part of this agreement. Notwithstanding any provision of the Rate Schedule; however, an irrespective of the Customer’s requirements, the Customer shall pay the District not less than \$35.00 per month for service or having service available hereunder. b. The initial billing period shall start when Customer begins using electric power and energy, or thirty (30) days after the service is available hereunder, whichever shall occur first. c. Payments for service hereunder shall be paid or mailed to the area offices or District office in Beatrice, Nebraska. If payment is not received by the due date, the greater of \$10 or 1% of the outstanding balance will be added to the account as a late charge. d. The Customer agrees and acknowledges that if, at any time, the rate under which the District purchases electric energy at wholesale is modified or at any other time, the District may make a corresponding modification in the rate for service

hereunder. e. This contract is subject to the requirements of Nebraska Revised Statute Section 70-655, requiring the District to fix, establish and collect adequate rates and charges which shall be fair, reasonable, nondiscriminatory, and so adjusted from time to time in conformity with the state law. 3. SECURITY REQUIREMENTS A customer deposit in accordance with Section 300 of the District's General Terms and Conditions shall be required from the customer. The customer deposit requirement may be waived if an irrevocable letter of credit equal to or greater than the deposit requirement is issued to the District. Based on the estimated highest monthly bill, your Security Requirement is equal to \$0.00. 4. CONTRIBUTION IN AID OF CONSTRUCTION The Customer shall make a contribution in aid of construction in the amount of \$500.00 due to the investment necessary to make service available. Such payment is required before construction begins. 5. CREDIT FOR AID IN CONSTRUCTION The District shall provide financial assistance to the Customer for construction of the District-Owned Facilities, in the form of a credit issued to the Customer at the rate of \$0.00 per kilowatt hour based on the Customer's monthly bill of Service, beginning after the In-Service Date. The credit shall be paid no more than 60 months from the In-Service Date and the maximum credit over the 60 months shall not exceed \$0.00 om aggregate. 6. CONTINUITY OF SERVICE The District shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy; but if such supply shall fail or become defective through an act of God, or the public enemy, or by accident, strikes, labor troubles or by action of the elements, or inability to secure right-of-way, or other permits needed, or for any other necessary cause, the District shall be under no duty to give notice to the Customer prior to such failure or interruption and shall not be liable therefore. 7. TERM The Agreement shall become effective on the date first above written and shall remain in effect until five (5) years following the start of the initial billing period and thereafter shall automatically renew for one (1) year periods, until terminated by either party. 8. SUCCESSION This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the respective parties hereto. 9. TERMINATION AFTER IN-SERVICIE DATE In the event that this Agreement is terminated after the In-Service Date, the customer agrees to pay the District for all electric power and energy used through the service disconnect date in addition to all other fees or contribution owed by Customer plus, the minimum monthly payments due for the remaining months of the initial term of this Agreement. IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives all as of the day and year first above written. Motion by Lewis to approve the Agreement for Purchase of Power with Norris Public Power District. 2nd by Jamison. All aye. The Garland Volunteer Fire Department will pay for the \$500.00 for the contribution in aid of construction, and the Village will pay the \$35.00 per month for service.

- 10. Introduction and Passage of Resolution No. 2022-4 Signing of the Year-End Certification of City Street Superintendent 2022:** Resolution No. 2022-4 Whereas: State of Nebraska Statutes, sections 39-2302, and 39-2511 through 39-2515 details the requirements that must be met in order for a municipality to qualify for an annual Incentive Payment; and Whereas: The State of Nebraska Department of Transportation (NDOT) requires that each incorporated municipality must annually certify (by December 31st of each year) the appointment(s) of the City Street Superintendent(s) to the NDOT using the Year-End Certification of City Street Superintendent form; and Whereas: The NDOT requires that each certification shall also include a copy of the documentation of the city street superintendent's appointment, i.e., meeting minutes; showing the appointment of the City Street Superintendent by their name as it appears on their License (if applicable), their License Number (if applicable), and Class of License (if applicable), and type of appointment, i.e., employed, contract (consultant, or interlocal agreement with another incorporated municipality and/or county), and the beginning date of the appointment; and Whereas: The NDOT also requires that such Year-End Certification of City Street Superintendent form shall be signed by the Mayor or Village Board Chairperson and shall include a copy a resolution of the governing body authorizing the signing of the Year-End Certification of City Street Superintendent form by the Mayor or Village Board Chairperson. Be it resolved that the Village Board Chairperson of Garland is hereby authorized to sign the attached Year-End Certification of City Street Superintendent completed form(s). Adopted this 1st day of November, 2022 at Garland, Nebraska. Motion by Lewis to approve Resolution 2022-4 Signing of the Year-End Certification of City Street Superintendent 2022. 2nd by Bennett. All aye.

11. **Year-End Certification/Reappointment of Village of Garland Street Superintendent:** Motion by Lewis to reappoint Reed Miller with Miller & Associates as the Street Superintendent for the Village of Garland from January 1, 2023, to December 31, 2023. 2nd by Jamison. All aye.
12. **Notice of Interest for FEMA Hazard Mitigation Assistance funding:** The Board would like to continue with the Notice of Interest and application process for the Garland Volunteer Fire Department siren, and improvements to the Village's drainage system.
13. **Update on Nextlink Internet:** Nextlink project completed.
- 14.
- 15.
- 16.
17. **Announcements:** Seward County Commissioner is asking Garland to participate in Operation Green Light, to light up at least one light bulb in green from November 7 – 13, in honor of Veterans Day. The Board agreed to participate in this project and to have Regnier find a light bulb/bulbs that could be changed out to green. FindEnergy.com would like to place a tool on the Village website for people who need assistance with their utility bills. If possible, the Board would like a flyer or QR Code placed on the message board for people to access.
18. **Adjournment:** Motion by Lewis to adjourn the meeting. 2nd by Bennett. All aye. Meeting was adjourned at 8:27pm.


Village Clerk/Treasurer