

VILLAGE OF GARLAND
GARLAND, NEBRASKA 68360
REGULAR MEETING – APRIL 5, 2022 – 7:00P.M.

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: Jeremy Lewis, Jake Bennett, Jason Swerczek, and Marilyn Patsch. Absent: Rachel Jamison.
3. **Minutes:** Motion by Lewis to waive the reading of the minutes to the March 1, 2022 regular meeting. 2nd by Swerczek. All aye. Motion by Lewis to accept and approve these minutes. 2nd by Swerczek. 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 approve and pay these claims with the additions. 2nd by Bennett. All aye.
5. **Joel Ludwig – Planning Commission:** There were two meetings this past month – (1) regular meeting and (1) working meeting. They will continue to work on details of the zoning regulations throughout the next several months with working meetings. 268 4th Street/Stephen Butler: They have paid for two permits, but have not filled out permits or turned them in. One-Call Notification Act Complaint filed with the state Attorney General’s Office because of no notification of excavation to replace house sewer pipe at this property. Currently, Ulrich has not heard anything back from the state. 51 Frazier Street/Penny Vanlear: Motion by Lewis to approve building permit #52. 2nd by Bennett. All aye. Building Permit #53 is pending until specifics on the culvert are resolved.
6. **Wayne Regnier – Water/Sewer/Maintenance:** Water: Initial Fire Hall sample tested positive for BacT. 2nd sample was negative. East well is working fine after the repair. Last repair on the east well was done in 2009, and the last repair on the west well was done in 2016. There were 2 water disconnections. Ulrich will be distributing the Consumer Confidence Report soon. N.R.W.A. would be interested in attending a community open house to answer any questions regarding water. Streets: Regnier received street signs. Craig Beck sealed the cracks on the streets. Sewer: Regnier got the MAP report regarding the infiltration to the sewer system - he gave this information to Miller & Associates. gpm flow meters are 30 years old – Regnier is getting quotes to have updated meters. Ballfield: Gate is installed. 4 trash can enclosures are completed. Park: Restrooms are now open.
7. **Old Business - Bob Birkett (110 2nd Street) – update on ordinance violation/upcoming court date:** Lewis brought current pictures of Birkett’s property for the Board to discuss. Birkett was present. Birkett has been taking pictures in the Village of other people’s properties to show the judge tomorrow. The Board agreed that even though his property looks better, there needs to be more improvement.

- **Asphalt Street Maintenance Program Review of Request for Proposals:** Reviewed received proposals. Table until the next meeting to see if APMS responds with a proposal.

-Updated Law Enforcement Services Agreement Between Seward County and the Village of Garland:

LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN SEWARD COUNTY AND THE VILLAGE OF GARLAND THIS AGREEMENT, made and entered by and between the County of Seward, hereinafter referred to as “County,” and the Village of Garland, Nebraska, hereinafter referred to as “Village.” WHEREAS, the Village of Garland, located in Seward County, Nebraska, is desirous of obtaining law enforcement services; and WHEREAS, the Seward County Sheriff is charged with the responsibility of law enforcement in the County; and WHEREAS, the Village desires to contract with the County for the services of law enforcement officers supervised by the Sheriff and supported by the full resources of the Sheriff’s Office; and WHEREAS, pursuant to Neb. Rev. Stat 19-3801 “Any city of the first or second class or any village may, under the provisions of the Interlocal Cooperative Act, enter into a contract with the county board of its county for police services to be provided by the county sheriff; and WHEREAS, such contracts are authorized by the Interlocal Cooperative Act, Neb. Rev. Stat. 13-801 et. seq. (Reissue 2012); and WHEREAS, the County is willing to contract through this Interlocal Agreement for the rendition of such services on the terms and conditions hereinafter set forth; NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed as follows by the parties hereto: The County, on behalf of the Sheriff of Seward County, agrees to provide law enforcement services within the corporate limits of the Village to the extent and in the manner hereinafter set forth: 1. The Sheriff of Seward County shall administer the terms of this Agreement. 2. All matters relating to the duties, standards of service, discipline of officers, rendition of performance, training, and other such matters incident to the performance of this Agreement and the personnel employed in the performance of this. Agreement shall be under the exclusive control of the Sheriff. In exercising this control, the Sheriff shall give due consideration to those reasonable requests of the Village which are properly brought to his attention. 3. The Sheriff and any lawfully appointed deputies shall have all the powers and duties of peace officers within and for the Village.

4. The services to be rendered under this Agreement shall include, but are not limited to, enforcement of the statutes of the State of Nebraska and those Ordinances of the Village which are normally considered to be of a law enforcement nature. Enforcement shall include the issuing of citations and preparing of reports for forwarding to the appropriate prosecutorial office. It is understood and agreed, however, that all prosecutions arising from violations of Ordinances addressing matters not falling within State Statutes shall be the sole responsibility of the Village. 5. The County Sheriff shall not be obligated to respond to animal complaints that are not covered by Nebraska State Statute. The County Sheriff will investigate animal-related complaints involving dangerous animals, animal bite (rabies) calls and animal cruelty/abuse complaints. 6. The Village of Garland shall be responsible for all fees, bills, or costs associated with the investigation of animal-related complaints occurring within its' jurisdiction as a result of this Agreement. 7. The County Sheriff shall not be obligated to assign a deputy or deputies for mandatory patrols of the Village as a result of this Agreement. However, the County Sheriff will provide a minimum monthly average of 50 hours of mobile patrol time by deputies as part of their regular duty assignments. 8. The Village of Garland shall not assume any liability for (i) the direct payment of any salaries, wages or other compensation for the services of deputies, including payments for injury or sickness; or (ii) actions of the deputy taken in their position as a deputy acting on behalf of the Village, unless such sickness, injury or other claim is caused by the intentional or negligent acts or omissions of the Village. 9. Notwithstanding the other terms and conditions of their Agreement to the contract, the Village, at its own expense, shall provide liability insurance to indemnify itself in the event that it becomes liable for the payment of a judgment based on the acts of deputies in the enforcement of a Municipal Ordinance, as provided in Ne. Rev. Stat. 13-1801 (Revised 2012). 10. The Village of Garland shall pay to the county of Seward as compensation a monthly fee for said law enforcement services. Said fee shall be computed monthly at a rate of 60 cents (\$0.60) per person residing inside the corporate limits of the Village of Garland as determined by the most recent federal census. The monetary amount the Village of Garland shall pay the County for the law enforcement services may be renegotiated each year. If the parties cannot agree on the amount of the compensation, this Agreement shall terminate. 11. The county board directs the Seward County Sheriff's Office Operations Manager to be in charge of: a. following up on the payments of the Interlocal Agreement; b. following up on the conditions of the Interlocal Agreement; c. ensure the Interlocal Agreement is on file with the County Clerk's Office. 12. All funds remitted pursuant to this Interlocal Agreement shall be collected by the county sheriff and then remitted to the county treasurer. A receipt for the funds shall be written for the amount collected and provided to the Village. The sheriff shall maintain a record which shows the contract amount for the Village, all payments received, and the subsequent payment to the county treasurer. 13. The terms of this Agreement shall run from March 1, 2022, through January 31, 2027. Either party shall be entitled to terminate this contract at the expiration of the term provided herein, or at the expiration of any extensions, by providing written notice of said termination at least sixty (60) days prior to the expiration of this contract or any extensions. This Agreement shall automatically continue in full force and effect for annual terms each year thereafter unless terminated by either party. 14. This interlocal Agreement shall inure to the benefit and be binding upon the administrators and successors of the respective parties. 15. It is not anticipated that either party to this Agreement will acquire, hold, or dispose of any real or personal property used in the joint or cooperative undertaking. 16. Any previous contracts or Agreements between the aforementioned parties, and any amendments thereto, are terminated at such time as this Agreement becomes effective. 17. A copy of this interlocal Agreement shall be on file in the county clerk's office. EXECUTED this 5th day of April, 2022. VILLAGE OF GARLAND, NEBRASKA. Motion by Lewis to approve the Police Services Contract and Agreement between the Village of Garland and Seward County. 2nd by Swerczek. All aye.
8. **Citation Booklets for the Seward Sheriff office to use in the Village:** There was discussion of items that could be listed: dogs, junk vehicles, and leaving a space blank that could be marked listing the violation. The Village receives the money from the violations, discussion of a \$25.00 - \$30.00 fine. Ulrich is to get a proposal for the next meeting.
9. **Joel Ludwig/Jake Bennett: building permit #51 requires a variance: 480 2nd Street/Jake Bennett:** Motion by Swerczek to approve a variance for the accessory building that exceeds the size allowed by the current code, to approve a variance for a third accessory building that exceeds the number allowed by the current code, and to approve a variance for the height at the peak of the accessory building if it is higher than the house. 2nd by Lewis. Swerczek aye, Bennett abstained, Lewis aye, Patsch aye. Motion by Lewis to approve building permit #51. 2nd by Swerczek. Swerczek aye, Bennett abstained, Lewis aye, Patsch aye.

- 10.
- 11.
- 12.
13. **Announcements:** The next Village Board meeting will be Tuesday, May 10, 2022, at 7:00pm. Ulrich announced when the Miller & Associates annual golf tournament will be. Regnier wanted the Board to be aware that the Village water bill mailbox cannot be repaired. The Board is fine with whatever solution he thinks.
14. **Adjournment:** Motion by Lewis to adjourn the meeting. 2nd by Bennett. All aye. Meeting was adjourned at 8:30pm.


Village Clerk/Treasurer