

VILLAGE OF GARLAND
GARLAND, NEBRASKA 68360
Regular Meeting – April 2, 2024 – 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: Jason Swerczek, Jeremy Lewis, Marilyn Patsch, and Tylor Jamison. Absent: Jake Bennett.
3. **Minutes:** Motion by Lewis to waive the reading of the minutes to the March 5, 2024, regular meeting. 2nd by Swerczek. Roll call vote. Ayes: Lewis, Jamison, and Swerczek. Absent: Bennett. Motion carried. Motion by Lewis to accept and approve these minutes. 2nd by Jamison. Roll call vote. Ayes: Lewis, Jamison, and Swerczek. Absent: Bennett. Motion carried.
4. **Claims:** Motion by Lewis to waive the reading of the claims with the additions. 2nd by Jamison. Roll call vote. Ayes: Lewis, Jamison, and Swerczek. Absent: Bennett. Motion carried. Motion by Lewis to approve and pay these claims with the additions. 2nd by Jamison. Roll call vote. Ayes: Lewis, Jamison, and Swerczek. Absent: Bennett. Motion carried.
5. **Joel Ludwig - Planning Commission:**
 - Building Permit #82: Regnier/742 Frazier Street:** Motion by Swerczek to approve Building Permit #82 with the building being 5' from the house and 3' from the fence. 2nd by Lewis. Roll call vote. Ayes: Lewis, Jamison, and Swerczek. Absent: Bennett. Motion carried.
 - Building Permit #83: Al Meyer/build a house next to existing shop:** Motion by Swerczek to approve Building Permit #83. 2nd by Lewis. Roll call vote. Ayes: Lewis, Jamison, and Swerczek. Absent: Bennett. Motion carried.
 - Randy Tonkinson Parcel:** Once Tonkinson gets the additional documentation, he will come back to the Planning Commission and the Village Board for review.
 - Introduction of Ordinance #2024-03: Revising Municipal Ordinances Section 8-301 and Section 9-403:** Motion by Lewis to waive reading Ordinance #2024-03 three times. 2nd by Jamison. Roll call vote. Ayes: Lewis, Jamison, and Swerczek. Absent: Bennett. Motion carried. Ordinance #2024-03 was introduced and read by Lewis. AN ORDINANCE OF THE VILLAGE OF GARLAND, NEBRASKA, AMENDING SECTION 8-301 OF THE REVISED MUNICIPAL ORDINANCES OF THE VILLAGE OF GARLAND, NEBRASKA, TO UPDATE FIRE AND ELECTRICAL CODES REQUIREMENTS; PROVIDING FOR REPEAL OF ALL CONFLICTING ORDINANCES OR PARTS OF ORDINANCES; AND PROVIDING A TIME WHEN THIS ORDINANCE GOES INTO FORCE AND EFFECT. BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF GARLAND, NEBRASKA: Section 1. That the Village of Garland is hereby adopting Ordinance #2024-03. Section 2. The first sentence of Section 8-301 of the Revised Municipal Ordinances of the Village of Garland is amended to remove reference to the 2015 Fire Code and it is hereby replaced with the following: "All of the provisions of the most current edition of the Fire code, as published by the National Fire Protection Association and recommended by the American Insurance Association, are hereby adopted by reference as part of this chapter." Section 3. The first sentence of Section 9-403 of the Revised Municipal Ordinances of the Village of Garland is amended to remove reference to the 2014 edition of the National Electrical Code and it is hereby replaced with the following: "The most current edition of the National Electrical Code, as recommended by the National Fire Protection Association, is hereby adopted and incorporated by reference, in addition to all amendments, as though printed in full herein insofar as said code does not conflict with state statutes." Section 3. This ordinance shall go into force and effect from and after its passage, approval and publication or posting as required by law. Motion by Swerczek to approve Ordinance #2024-03. 2nd by Jamison. Roll call vote. Ayes: Lewis, Jamison, and Swerczek. Absent: Bennett. Motion carried.
 - Introduction of Ordinance #2024-04: Revising Village Section 5.26, two items in Section 8.1, Section 5.52, and Corporate Limits as the "Germantown District.":** Motion by Lewis to waive reading Ordinance #2024-04 three times. 2nd by Jamison. Roll call vote. Ayes: Lewis, Jamison, and Swerczek. Absent: Bennett. Motion carried. AN ORDINANCE ADOPTING THE RECOMMENDATION OF THE PLANNING COMMISSION OF THE VILLAGE OF GARLAND, NEBRASKA, RELATING TO CHANGE FRONT YARD SETBACK, EXCLUDE KENNELS FROM THE DEFINITION OF ACCESSORY BUILDINGS, CHANGE THE MAXIMUM SQUAE FOOTAGE FOR ACCESSORY BUILDINGS, CLARIFY THE TERM "ANIMAL CARE," AND DEFINE THE "GERMANTOWN DISTRICT"; TO PROVIDE FOR THE REPEAL OR CONFLICTING ORDINANCES OR SECTIONS; TO PROVIDE FOR PUBLICATION OR POSTING AS REQUIRED BY LAW OR VILLAGE ORDINANCE; AND TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT. BE IT ORDAINED BY THE CHAIRMAN AND BOARD OF TRUSTEES OF THE VILLAGE OF GARLAND, NEBRASKA:

Section 1. **ADOPTION OF PLANNING COMMISSION RECOMMENDATION.** The Board of Trustees of the Village of Garland, Nebraska, hereby adopts the recommendation of the Planning Commission made at the Board's meeting on March 5, 2024, to change the Village Zoning Ordinance as follows:

- a. Section 5.26 is amended to provide for a 25' front yard setback except within the Germantown District, which shall have an 18' front yard setback;
- b. Section 8.1 is amended to provide that kennels for pets do not constitute an accessory building;
- c. Section 8.1 is amended to provide that a first accessory building may have a maximum floor area of equaling eight hundred sixty-four (864) square feet, or half the first-floor area of the principal permitted dwelling, whichever is greater;
- d. Section 5.52, Item 2, "Animal Care," is amended as follows: "Animal Care" shall consist of facilities performing veterinary care, grooming, farrier services, and/or kennel services of less than 30 days, and;
- e. Creation and designation of the area encompassed by the Corporate Limits of the Village of Garland, Nebraska, existing on January 1, 2024, as the "Germantown District."

The Official Zoning Maps and text of the Zoning Ordinances shall be amended to reflect such changes.

Section 2. **REPEAL.** All other ordinances or sections passed and approved prior to the passage, approval, and publication or posting of this ordinance and in conflict with its provisions, are hereby repealed.

Section 3. **PUBLICATION; POSTING.** This ordinance shall be published by posting a written or printed copy thereof in each of three public places within the Village, and shall be in full force and effect from and after its passage, approval, and publication or posting as provided by law and Village ordinance.

Section 4. **WAIVER OF READINGS.** The requirement that this Ordinance be read in full and approved on three different dates is hereby waived. Motion by Jamison to approve Ordinance #2024-04. 2nd by Swerczek. Roll call vote. Ayes: Lewis, Jamison, and Swerczek. Absent: Bennett. Motion carried.

Changing the title of Building Permit to Zoning Permit: The permit verbiage will remain as it is, the Village Ordinances state what is allowable and inspections are responsibility of the homeowner.

Building Permit #85/L. Mahalek/301 4th Street: Motion by Lewis to approve Building Permit #85. 2nd by Jamison. Roll call vote. Ayes: Lewis, Jamison, and Swerczek. Absent: Bennett. Motion carried.

6. **Wayne Regnier – Water/Sewer/Maintenance:** Water: Bacteria sample came back negative. Fire Hydrant removed from 2nd & Black. Cones are to remain up on 1st Street as well. Ulrich is to distribute the Consumer Confidence Report. The Board agreed to stay with the existing contract with Maguire Iron for cleaning out the water tower. Camera signal is dropping at the water tower. Sewer: gpm completed the work at the lagoons. Street: Signs relocated on the east side of the street by the Fire Department. Central Valley Ag is monitoring the ground after a gas spill at the gas pumps. Park: Regnier wanting to know the status of the addition next to the concession stand/equipment shed. Dlouhy stated Garland Youth Sports will have to put a pause on finishing this addition, he will put the siding back up on the building, cut the bolts off, and haul dirt in to make the area around the concrete safe. The Board agreed. Dlouhy stated the Board needs to make a decision come July 1, 2024, on what needs to be done with the existing equipment in the shed. Regnier is to place the power poles at the basketball court next weekend with Rod Bromwich. Motion by Lewis for Regnier to relocate, with the help of an electrician, the electricity from the west pump house panel to the ballfield light panel for the approximate cost of \$500.00 for materials. 2nd by Swerczek. Roll call vote. Ayes: Lewis, Jamison, and Swerczek. Absent: Bennett. Motion carried. The issue of playground equipment inspection is tabled.
7. **Old Business:** - **Hargis/Garland Volunteer Fire Department - Fire Hall floor:** The Fire Department would like to have the existing flooring removed in the Fire Hall meeting area, kitchen, storage room, restrooms, and office and then have it coated with a colored epoxy. The estimate is now \$8,384.25. If this floor is approved by the Fire Department, they would like to ask the Village to provide materials for painting the walls, ceiling, installing new baseboard, and having Regnier do this maintenance. Motion by Lewis to support the painting at the Fire Hall by supplying materials and having Regnier do the maintenance. 2nd by Jamison. Roll call vote. Ayes: Lewis and Jamison. Abstained: Swerczek. Absent: Bennett. Motion carried.

- **Project Request form for Village Projects:** The Board agreed the project request form is ready to use.

- **Village of Garland Ballfield Lease:** THIS LEASE AGREEMENT made and entered into on March 1, 2024, between the **Village of Garland, Nebraska**, a Municipal corporation (hereinafter "Lessor") and **Garland Youth Sports** (hereinafter "Lessee"), and the parties hereto agree to the following terms and conditions, superseding any prior lease agreement between them, concerning the properties described as the Garland Ballfield located in Garland, Nebraska, and identified as Seward County Assessor's Parcel No. 800042115. Lessor does by these presents, lease and let to Lessee the use of said properties, including the concession facilities, storage shed, and accompanying improvements located on the property. (hereinafter collectively "Property").

1. LEASE TERM, RENT

The term of this lease is from March 1, 2024, until June 30, 2024, and for successive such periods annually until this lease is terminated in writing by the parties at any time prior to commencement of a lease term. Rent shall be paid monthly in the amount of \$750.00 per month on or before the first day of each month or, at the option of Lessee, may be paid in advance. In the first year of this lease, \$1,200.00 already paid to Lessor shall be applied as follows: \$500.00 to be applied to the cost of a survey to create the legal descriptions for areas of the ballfield that are owned by a third party and to be donated to Lessor and \$700.00 to be applied to rent.

2. EXPENSES

Lessor shall pay all utilities (electric, water, sewer and garbage), and utility and real estate charges assessed to the Property.

3. USE, ASSIGNMENT, SUBLETTING

Lessee shall keep the described premises in good condition. The intention and purpose of this Lease is to provide Baseball and Softball Fields during periods of use during the term of this lease for the purpose of providing a Baseball and Softball program for all boys and girls of league age and under, and to afford the public an opportunity to attend Baseball and Softball games to be conducted by the Lessee. A schedule for such use and all other related activities at the sites shall be established by Lessee and shall be provided to Lessor at the commencement date of this agreement and each subsequent anniversary thereof. Upon notification to Lessee, Lessor may authorize field use by other organizations or persons so long as such use does not interfere with Lessee's use of the property.

Lessee shall admit the public free of charge to all baseball/softball contests. It is the intention of the parties hereto that Lessee shall not conduct its baseball and softball programs for the purposes of making a profit.

Lessee may make no other use of the Property without the written consent of Lessor. Lessee shall not assign its rights or responsibilities under this lease, nor sublet the subject property. Lessee shall not use the subject premises so as to constitute a nuisance.

4. IMPROVEMENTS

Lessee shall make no alteration or improvements to the leased Property without the written consent of Lessor. Any and all improvements must be made in accordance with all applicable laws and ordinances, including those related to site plan review and building permits, and shall be at Lessee's expense. Upon the expiration of the lease term or termination of this lease, Lessor shall be entitled to possession of the premises, together with any and all improvements thereto, whether pre-existing this lease agreement or added during the term hereof, and Lessee shall not be entitled to any compensation, therefore. Lessee shall not allow any contractor's lien to be placed against the premises, and Lessor's issuance of building permits or approval of plans shall not constitute an acceptance of any contractor or laborer regarding such improvements. Lessee shall be entitled to remove from the premises any personal property, which it owns.

5. MAINTENANCE, CONDITION OF PREMISES

Lessee accepts the lease premises as is, and is satisfied with the condition of the premises. Lessee shall be responsible for general care and cleanup of fields, dugouts, bleachers, and surrounding areas. Lessor shall mow the field and provide routine maintenance. Lessee may also perform routine maintenance but shall obtain preapproval from Lessor before incurring any expenses related to maintenance and operation of the field that exceed \$1,000.00. Lessee shall maintain the concession stands and storage shed in a good state of repair during the term of this lease. Lessee shall designate an individual from its organization to provide accountability and communication to Lessor pertaining to reasonable care of the specified premises. Lessor shall designate an individual from its organization to provide the same.

Lessee shall ensure that the premises, and Lessee's use thereof is at all times in compliance with all applicable laws, ordinances, rules and regulations including building, health and fire codes and environmental regulations. Lessee shall observe all sanitation and other laws, ordinances, rules or regulations of the State of Nebraska concerning the operation and use of the subject property.

6. QUIET ENJOYMENT

Lessor makes no covenant of quiet enjoyment for the subject property, and Lessor shall be under no obligation to Lessee to institute or defend any proceeding regarding Lessee’s right to possession of or quiet enjoyment of the leased premises. Lessor shall not be responsible for rebuilding or repairing the leased premises in the event of partial or total destruction thereof, from any cause. Lessee shall provide access to the leased premises to Lessor at any time, for any purpose, including but not limited to installing, inspecting, and repairing utilities on said property.

7. INSURANCE

Lessee shall maintain liability insurance on the premises with limits of \$1,000,000.00 per occurrence. On the aforesaid insurance policy, Lessor shall be designated as additional insured, and Lessee shall provide Lessor with proof of insurance satisfactory to Lessor. No insurance policy shall be cancelable without the written consent of Lessor and must cover all activities held on the leased premises throughout the year.

8. ANNUAL REPORT

If requested, Lessee shall provide Lessor with an annual financial report. This report shall include itemized revenues and expenditures for the year, and a year-end fiscal summary.

9. TERMINATION

Lessor shall have the right to terminate this lease, for any reason without cause, upon giving Lessee three (3) months’ notice in writing. Lessor may terminate this lease without notice. If Lessee defaults in the performance of the terms of this agreement, Lessor may terminate this lease and immediately re-enter the premises without notice. This lease shall e terminated if Lessee abandons or vacates the subject premises. Notwithstanding the termination of this lease for any reason, Lessor shall/have the right to maintain an action against Lessee for possession and/or damage, including unpaid rent or utility costs incurred, following Lessee’s default in the performance of the terms of this lease.

10. INDEMNIFICATION

Lessee shall indemnify and hold Lessor harmless from all claims, including the costs, attorney fees and expenses of defending against such claims, arising or alleged to arise from any act, omission, or use of the premises by Lessee or Lessee’s agents, employees or contactors, or arising from any injury to the person or property of anyone on the lease premises during the term of this lease.

11. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties, and all prior representations are merged herein and not binding upon the parties. This agreement may only be modified in writing.

IN WITNESS WHEREOF, the Village of Garland, Lessor, and Garland Youth Spots, Lessee, affix their hands and seals, by and through their respective duly authorized agents, on the day, month, and year first above written.

Motion by Swerczek for Lewis to sign the contract between the Village of Garland and Garland Youth Sports and for the contract to include the Lessee maintaining liability insurance on the premises with limits of \$1,000,000.00 per occurrence and to also include the not to exceed \$1,000.00 maintenance limit without approval. 2nd by Jamison. Roll call vote. Ayes: Lewis, Jamison, and Swerczek. Absent: Bennett. Motion carried. Patsch requested that the contact for 2025 be signed by November 2024. Monies received from Garland Youth Sports for the contract rental agreement is to be credited to the park/ballfield fund. A portion of Regnier’s wages will eventually come out of this fund as well.

-Survey Record re: Beckmann property and Ballfield property: Ulrich is to contact the survey company and schedule a time for them to come out and look at the already marked property with a Board member.

-Resolution #2024-01 to place 1% sales and use tax for the Village of Garland on November 5, 2024, general election ballot
Resolution #2024-01 was introduced and read by Lewis. WHEREAS, the Laws of the State of Nebraska allow incorporated municipalities to submit the question of enactment of a sales and use tax to the vote of qualified electors upon the ballot at a general election, and; WHEREAS, the Village of Garland, Nebraska, is an incorporated municipality within the State of Nebraska that desires to submit the question of enactment of a one percent (1.0%) sales and use tax to the vote of qualified electors upon the ballot for consideration at the November 5, 2024, general election,

THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF GARLAND, NEBRASKA

1. The Board of Trustees of the Village of Garland, Nebraska, hereby proposed that a one percent (1.0%) sales and use tax be imposed upon the same transactions within the Village of Garland, Nebraska, on which the State of Nebraska is authorized to impose a tax.

2. The Board of Trustees of the Village of Garland, Nebraska, hereby orders submission of the following question at the next general election:
Shall the governing body of the Village of Garland, Nebraska, impose a one percent (1.0%) sales and use tax upon the same transactions within the Village of Garland, Nebraska, on which the State of Nebraska is authorized to impose a tax?

And that said question be placed upon the ballot for the general election to be held on November 5, 2024.

3. The Board of Trustees of the Village of Garland, Nebraska, further order that a certified copy of this Resolution be submitted to the election commissioner or county clerk of Seward County, Nebraska, prior to September 1, 2024, and that thereafter notice of submission of the question for placement on the ballot for the November 5, 2024, general election be published not more than 30 days nor less than 10 days previous to the election publication one time in one or more newspapers published in or of general circulation in the Village of Garland, Nebraska.

Motion by Lewis to approve Resolution #2024-01. 2nd by Swerczek. Roll call vote. Ayes: Lewis, Jamison, and Swerczek. Absent: Bennett. Motion carried.

8. **Salene Ulrich: water deposit/connection fee for 'snowbirds':** Damman will write an Ordinance for a suspension of service to apply to the 'snowbird' properties, where only a \$25.00 connection fee will be required and not the \$87.00 deposit.

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13. **Announcements:** There were no announcements.

14. **Adjournment:** Motion by Swerczek to adjourn the meeting. 2nd by Lewis. Roll call vote. Ayes: Lewis, Jamison, and Swerczek. Absent: Bennett. Motion carried. Meeting was adjourned at 8:28pm.


Village Clerk/Treasurer