

Executive Committtee Meeting
Thursday, October 1, 2015 10:00 AM
Lower Platte North NRD Office
P.O. Box 126
Wahoo, NE 68066

1. MEETINGS

1.A. Pending

1.A.1. GMDA (Groundwater Management District Association) Annual Conference

The annual GMDA Conference is in Sacramento, CA January 5-8. We normally limit attendance to two directors and two staff at out of state meetings, however Larry Angle (GMDA Vice President) is in charge of the conference this year and extra staff are needed to help run the conference. It would also be great to approve attendance of additional directors to add to the Nebraska flavor the conference will have.

2. MANAGEMENT ITEMS

2.A. Directors Absence

2.B. Bob Weaver

2.B.1. Monthly Conference Call and Update

The monthly Weaver conference call will be held the week of October 5.

2.B.2. Monthly Bill

2.C. Monthly Education Program

It was suggested to show the NARD Foundation Video that was shown at Fall Conference earlier this week.

2.D. Lickteig Property

2.E. Wahoo Sign Agreement

Last month we approved moving forward with allowing Wahoo to place a sign on NRD property. Attached find a draft copy of the agreement.

2.F. Closed (Executive) Session

Attached is a modified sheet forwarded from Lausterer to assist with going into Closed Session. The purpose of the sheet is to make sure we follow statute when going into Executive Session.

3. EQUIPMENT

4. PERSONNEL

4.A. Almond Leave Payout

September 18 was Mike Almond's last day of work with us. Attached find a sheet that shows the hours of annual leave that are owed to him.

4.B. Accountant Position

Resumes for our open Accountant position are due on October 5. We may have a recommended candidate by board meeting.

4.C. Information and Education Position

Resumes are due by October 5 for our vacant I & E position. We may have a candidate by board meeting.

5. FINANCE

5.A. Approval of Financial Reports

5.B. Managers Timesheets

5.C. Accounts over 90 Days

5.D. 2015 Audit

The Audit Committee and Executive Committee are set to meet with HBE just prior to the Executive Committee Meeting to review the annual audit. In the past we have had our accountant give the condensed report to the full board. Who should we assign this to this year?

6. Annual Leave Pay Out - Deerson

July 22nd was Cassi Deerson's last day of work with us. Attached find a sheet that shows the hours of annual leave that are owed to her.

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT is dated for reference purposes only as of the ____ day of _____, 2015 by and between Landlord and Tenant, as hereinafter designated. Landlord hereby leases to Tenant the Premises, as hereinafter designated, upon the terms and conditions of this Commercial Lease Agreement, hereinafter called Lease.

WITNESSETH:

1. TERMS AND CONDITIONS. For the purpose of this Lease, the following terms shall have the following definitions and meanings:

- a. Landlord: Lower Platte North Natural Resources District (NRD)
a Political Sub-division of the State of Nebraska
- b. Landlord’s address: 511 Commercial Park Road, P. O. Box 126, Wahoo,
Nebraska 68066
- c. Landlord’s EIN: 47-0542716
- d. Tenant: City of Wahoo
- e. Tenant’s address: 605 North Broadway, Wahoo, Nebraska 68066
- f. Tenant’s EIN: 47-6006400
- g. Premises: The property is located in the Southwest Quarter of the
Southwest Quarter of Section 27, Township 15 North,
Range 7 East of the Sixth Principal Meridian, Saunders
County, Nebraska.
(Metes and Bounds to be provided)

2. TERM. The term of this Lease shall commence on the 1st day of _____ 2015, and end on the 31st day of December, 2035. Possession of the Premises shall be delivered to Tenant on commencement of the term of this Lease.

3. RENT. Landlord shall access no rent to Tenant for Premises during the term of this Lease.

4. USE. The Premises shall be used and occupied only for the following purposes: Entrance sign to City of Wahoo, Nebraska. The design of said sign shall be subject to approval by Landlord. At no time will any advertising be permitted on said sign.

5. COMPLIANCE WITH LAW. Landlord warrants to Tenant that the Premises at

the time Tenant receives possession thereof are not in violation of any applicable regulation or ordinance of any applicable political subdivision in which Premises is located. Landlord covenants to comply with all such regulations and ordinances now or hereinafter in effect during the Lease term. Tenant will, in the occupancy of Premises, do all things necessary to comply with all the laws, rules, and regulations of the city, county, state, and any department of the same, of the political subdivisions in which Premises are now located. Tenant agrees to protect Landlord and hold Landlord harmless from any and all fines and penalties that may result from, or be due to, any infraction of or non-compliance with said laws, rules or regulations.

6. OWNERSHIP AND AUTHORITY. The Landlord warrants and represents that Landlord is the sole owner of the Premises and has the right and power to enter into the Lease. The undersigned parties each warrant that they have proper authority and are empowered to execute this Lease on behalf of Landlord and Tenant, respectively.

7. OPTION TO EXTEND. Tenant has the option to extend this Lease upon the same terms and conditions for an additional twenty (20) year term, the rent to be negotiated between Tenant and Landlord. Tenant shall exercise its option to extend no later than six (6) months prior to expiration of the initial term by delivery of written notice to Landlord of Tenant's decision to extend the Lease.

8. ASSIGNMENT AND SUBLEASE. Tenant shall not have the right to assign or sublease the Premises or any portion thereof without the prior written approval of Landlord.

9. UTILITIES. Tenant shall provide to Premises, at its expense, any utilities required by Tenant. The use of said utilities shall be at Tenant's expense.

10. TAXES. Landlord shall be responsible for any real estate taxes assessed against Premises.

11. DEFAULT. The occurrence of the following event shall constitute a default and breach of this Lease by Tenant:

The failure by Tenant to observe or perform any of the covenants, conditions, or provision of this Lease to be observed or performed by the Tenant, where such failure shall continue for thirty (30) days after written notice by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

12. REMEDIES OF DEFAULT. In the event of any default or breach by Tenant under paragraph 11 hereof, Landlord may at any time thereafter, without limiting Landlord in the exercise of a right or remedy which Landlord may have by reason of such default or breach, terminate Tenant's right to possession of the Premises. Upon such termination, Tenant shall remove Tenant's sign from Premises and return the soil of Premises to its original condition at the time of the execution of this Lease. If Tenant does not do so within a

reasonable time, Landlord may remove said sign and access the cost thereof to Tenant.

13. INDEMNIFICATION OF LANDLORD. Tenant shall indemnify Landlord and save Landlord harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury, and/or damage to property arising out of Tenant's use of the Premises.

14. INSURANCE. Tenant, at Tenant's sole cost and expense, shall provide and maintain, to the extent of the full replacement cost thereof, insurance against casualty of any structure placed upon Premises by Tenant. In addition thereto, Tenant shall at all times during the term of this Lease carry public liability insurance in the amount equal to at least \$1,000,000 covering loss or injury resulting from the acts and omissions of Tenant, its agents or employees.

15. DESTRUCTION. In the event of damage to or destruction of any structure located upon the Premises, Landlord and Tenant each shall have the right to terminate this Lease upon written notice to the other if the structure located upon the Premises is not restored to its original condition within sixty (60) days of the loss. Rent shall abate during the period of restoration in proportion to the unusable leased space of the Premises.

16. REPAIR AND MAINTENANCE. Except as otherwise provided herein, Tenant shall maintain the Premises and any structure located thereon in good repair and condition, reasonable wear and tear excepted, and at the expiration of the Lease term, shall remove any structure located on the Premises and return the Premises to Landlord in the same condition as at the time of the execution of this Lease.

17. LEGAL EXPENSE. In the event a lawsuit, action, or other proceeding is brought for recovery of possession of the Premises, for the recovery of rent or other amounts due under the provisions of this Lease, or because of the breach of any covenant herein contained on the part of the Tenant or the Landlord, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs.

18. QUIET ENJOYMENT. Upon payment by Tenant of the rent provided herein, and upon the observance and performance of all the covenants, terms, and conditions on Tenant's part, Tenant shall peaceably and quietly hold and enjoy the Premises for the term hereby demised without hindrance or interruption by Landlord or any other person.

19. HOLDOVER. Any holding over after the expiration of the term hereof, with the consent of Landlord, shall be construed to be a tenancy from month to month, at the rent paid for the last month of the term of this Lease or any extension hereof, and shall otherwise be on the terms and conditions herein specified, so far as applicable.

20. NOTICES. Any notice given pursuant to this Lease shall be delivered personally in writing or by registered or certified mail, return receipt requested, to the following addresses:

Landlord: 511 Commercial Park Road, P.O. Box 126, Wahoo, Nebraska
68066

Tenant: 605 N. Broadway, Wahoo, Nebraska 68066

Notice shall be deemed effective within 48 hours of being deposited in the United States mail. Either party hereto may change its address for purposes of this paragraph by giving the required notice.

21. GENERAL PROVISIONS.

- a. Entire Agreement. This Lease contains all of the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by an agreement in writing signed by all of the parties hereto or their respective successor in interest. Any executed copy of this Lease shall be deemed an original for all purposes.
- b. Time. Time is of the essence with respect to the performance of each and every provision of this Lease in which time of performance is a factor. All references to days contained in this Lease shall be deemed to mean calendar days, unless otherwise specifically stated.
- c. Captions. The captions and headings of the numbered paragraphs of this Lease are inserted solely for the convenience of the parties hereto, and are not a part of this Lease and shall have not effect upon the construction or interpretation of any part hereof.
- d. Gender: Singular and Plural. When required by the context of this Lease, the neuter includes the masculine, the feminine, a partnership, a corporation, or a joint venture, and the singular shall include the plural.
- e. Partial Invalidity. If any provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall nonetheless continue in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
- f. No Warranties. Any agreements, warranties, or representations not expressly contained herein shall in no way bind either Landlord or Tenant, and Landlord and Tenant expressly waive all claims for damages by reason of any statement, representations, warranty, promise, or agreement, if any, not contained in this Lease.
- g. Successors and Assigns. The covenants and conditions herein contained, subject to the provisions as to assignment, shall apply to and bind the successors and assigns, and any other person or entity succeeding lawfully, and pursuant to the provisions of this Lease, to the rights or obligations of either party hereto.
- h. Recording with Saunders County Register Deeds. Tenant shall have the option of recording a Memorandum of this Lease with the Saunders County Register of Deeds at Tenant's expense. Such Memorandum shall be a short, one-page document sufficient to give notice of the term of the Lease.

- i. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF, LANDLORD AND TENANT HAVE EXECUTED THIS LEASE.

CITY OF WAHOO

BY: _____
Loren Lindahl, Its Mayor, Tenant

Lower Platte North NRD

BY: _____
John Hannah, is Board Chair, Landlord

STATE OF NEBRASKA)
) ss.
COUNTY OF SAUNDERS)

The foregoing Commercial Lease Agreement was acknowledged before me on this ___ day of _____, 2015, by John Hannah, Chair of Lower Platte North NRD, Landlord.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF SAUNDERS)

The foregoing Commercial Lease Agreement was acknowledged before me on this ___ day of _____, 2015, by Loren Lindahl, Mayor of the City of Wahoo, Nebraska, Tenant.

Notary Public

Closed (Executive) Session

1. (Board Member) I move that we go into Executive Session for the purpose of discussing _____.

Purpose of Executive Sessions are for the protection of the public interest or for the prevention of needless injury to the reputation of an individual and if such individual has not requested a public meeting. These sessions may be held for, but not limited to, such reasons as:

- Strategy session with respect to collective bargaining, real estate purchases, pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body;
- Discussion regarding deployment of security personnel or devices;
- Investigative proceedings regarding allegations of criminal misconduct;
- Evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting

2. (Board Member) I second the motion.
3. (Chair) A motion has been made and seconded to go into Executive Session for the purpose of discussing _____.
4. (Chair) Is there any discussion?
5. (Chair) The pending motion is to go into Executive Session for the purpose of discussing _____. Roll call vote.
6. (Secretary) Motion adopted/failed.
7. (Chair) A motion to go into Executive Session for the purpose of discussing _____ has been adopted/denied.

Employee		Mike Almond		
Date of Termination		9-18-15		
Rate of Pay		46,125		
		Hours	Less Minim.	Paid Hrs.
Annual Leave Balance		131		131
Sick Leave Balance		309	-360	0
Total Hours to be Paid				131
Payout				2,904.99

Week #1

Lower Platte North NRD Time Sheet

Name John Miyoshi

Period Covered 8/22/15 to 8/28/15

You must enter "pm" for times after 12:59 or the form will not calculate correctly!

	Date	Start Time	Stop Time	Work Hours	Other Hours	Duties Performed	Miles	Meals	Other Exp.
Sat	8/22								
Sun	8/23								
Mon	8/24	7:37 am	12:12 pm	9.15		Management Meeting / Lake Wanahoo SRA Meeting Video Interview with Olssons / Sign Checks			
		12:56 pm	5:30 pm			Mail and Email / Invite Fassett to Board Meeting Fremont - Meet with COE and Folsom			
Tues	8/25	7:45 am	12:00 pm	9.00		Mail and Email Work / Prep for Dedication Expressway Opening Ceremony			
		12:00 pm	4:45 pm			Post Valuations and Complete State Budget			
Wed	8/26	7:33 am	12:30 pm	8.95		Review I&E and Network with Thompson Lunch with Lon Olson			
		1:00 pm	5:00 pm			Network review and backups			
Thurs	8/27	7:43 am	11:38 am	6.42		Review June Financials IT contract / G&P Wanahoo			
		3:00 pm	5:30 pm			Wanahoo Entry Road Quote COE - Permitting / Time Sheet			
Fri	8/28	7:30 am	12:00 pm	7.08		Meet with Dave Veldkamp and Board on Tiling Mail and Email Work			
		12:30 pm	3:05 pm			Review Material with Thompson - Retirement, Payout, Key, CC Install Software Password Keyhole			
Week #1 Totals				40.6	0		0	\$0.00	\$0.00

Supervisor _____ Manager _____ Assistant Manager _____ Treasurer _____

Date _____ Date _____ Date _____ Date _____

I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT

Signature of person filing form

Date

Expenses

Mileage x.575	\$0.00
Meals	\$8.17
Other Exp.	\$0.00
Total	\$8.17

Week #1

Lower Platte North NRD Time Sheet

Name John Miyoshi

Period Covered 9/5/15 to 9/11/15

You must enter "pm" for times after 12:59 or the form will not calculate correctly!

	Date	Start Time	Stop Time	Work Hours	Other Hours	Duties Performed	Miles	Meals	Other Exp.
Sat	9/5	11:30 am	1:15 pm	1.75		Lickeig Dam Lake Level			
Sun	9/6	1:30 pm	3:30 pm	2.00		Lickeig Dam Lake Level			
Mon	9/7	1:45 pm	2:30 pm	0.75	8.00	Labor Day Flag Pole Dedication at Lake Wanahoo SRA			
Tues	9/8	7:41 am	11:22 am	9.85		Review All Committee Minutes Email and Inbox Weaver Conference Call Meet with Lickeig and Ourada			
Wed	9/9	6:41 am	12:00 pm	10.90		Ord - Lower Platte Basin Managers Meeting			
Thurs	9/10	7:34 am	12:20 pm	9.43		Lake Wanahoo SRA Weekly Meeting Ads and Descriptions for two open positions Audit Management Letter for HBE Jovan - Lickeig and Water Rules			
Fri	9/11	7:48 am	12:00 pm	7.45		Fremont - Fremont GI Study Meeting Review August Accounting Time Sheet Review / Bills and Visa Review			
Week #1 Totals				42.13	8		0	\$0.00	\$0.00

Supervisor _____ Manager _____ Assistant Manager _____ Treasurer _____

Date _____ Date _____ Date _____ Date _____

Expenses

Mileage x.575	\$0.00
Meals	\$0.00
Other Exp.	\$0.00
Total	\$0.00

I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT

John Miyoshi
Signature of person filing form

9-22-15
Date

