

An Ordinance of the City of Gothenburg, Nebraska; providing for the making, adoption, amendment, extension, and carrying out of a municipal plan; providing for full participation by the City of Gothenburg, Nebraska in the Council of Governments Planning Commission through the execution of an intergovernmental agreement.

Be it ordained by the Mayor and Council of the City of Gothenburg Nebraska:

Section 1. The City of Gothenburg hereby is authorized to make, adopt, amend, extend, and carry out a municipal plan as provided by Law.

Section 2. The City of Gothenburg hereby agrees to join with the County of Dawson and any incorporated villages, cities, or counties that may wish to participate in the creation of the Council of Governments Planning Commission through the execution of an intergovernmental agreement. The Mayor of the City of Gothenburg is hereby authorized for and on behalf of the City of Gothenburg, Nebraska, as its corporate act and deed under its corporate name and seal, to execute an agreement for the participation by the City of Gothenburg in the Council of Governments Planning Commission, which said agreement shall be substantially in the words and figures set forth in that certain agreement, a copy of which is attached hereto, made a part hereof and marked Exhibit A.

Section 3. All ordinances and parts of Ordinances in conflict herewith are hereby repealed.

Section 4. This Ordinance shall take effect and be in full force and effect from and after its passage, approval, and publication as provided by Law.

Passed and approved this 7th day of August, 1973.

SEAL,


Mayor

ATTEST:


City Clerk

EXHIBIT A

Council of Governments Planning Commission

AGREEMENT

THIS AGREEMENT is made and entered into by and between the counties and municipalities which on its effective date are, or thereafter become signatories hereto:

WITNESSETH:

WHEREAS, there is demonstrated need to establish and maintain cooperation in area planning within and adjacent to Dawson County; and

WHEREAS, Section 23-2201 through 23-2207, R. B. S. 1943, provide for the creation and functioning of a joint planning agency; and

WHEREAS, it is the desire of the parties hereto signed to become members of and participate in the Council of Governments Planning Commission hereby established;

NOW THEREFORE, in consideration of the execution of this agreement by other counties and cities eligible to membership in the Commission established hereby, the parties hereto agree as follows:

1. Purpose of Agreement. The purpose of this agreement shall be to provide for the participation by the City of Gothenburg as a member of the Council of Governments Planning Commission (hereinafter referred to as the Commission) jointly with the other counties and municipalities which become parties hereto in accordance with the By-Laws of said Commission which are attached hereto, incorporated herein as a part of this Agreement, and marked Exhibit B.
2. Agency to Administer the Agreement. The Commission as constituted by this Agreement is designated as the agency to administer this Agreement.
3. Powers of Commission.
 - a. It shall be the function and duty of the Commission to make and adopt regional plans and individual plans for the physical, social and economic development of the member municipalities and counties, including any areas outside of their boundaries but within their statutory authority which, in the Commission's judgement, bear relation to the planning of a municipality or county.
 - b. The Commission is further hereby designated as the planning commission and zoning commission for the individual member municipalities and counties with all the powers and duties granted to their zoning commissions and planning commissions by law, except that a municipality or county in addition may continue to maintain its own separate planning commission and zoning commission with similar powers and duties if it desires.
 - c. The Commission shall make official planning and development recommendations to the separate or collective member governmental bodies as requested or as deemed appropriate by the Commission. Its duties shall include the review of proposed subdivisions when such review is requested by the concerned member governmental body.
 - d. The Commission shall recommend to the appropriate public officials programs for public structures and other capital improvements and for the financing thereof. It shall be the function and duties of the Commission, to further consult and advise with public officials and agencies, civic organizations, public utility companies, educational, professional and other organizations and with citizens with relation to the promulgation and implementation of the plan. The Commission shall have the power to delegate authority to any of the above named groups to conduct studies and make surveys for said Commission if it dees expedient.

e. The Commission shall have the power, in its own name, to make and enter into contracts with public or private bodies in furtherance of the objectives of this agreement; receive contributions, bequests, gifts, or grant funds from public or private sources; expend the funds appropriated to it by its member governmental bodies; to employ agents and employees; to acquire, hold, and dispose of property; and to receive for its own use and purposes any funds or moneys as provided under Section 23-2206, R.R.S. 1943. Any contribution, bequest, gift or grant of funds to the work of the Commission may be designated for special as well as general purposes. The Commission may make arrangements consistent with its program to conduct or sponsor special studies or planning work for any public body or appropriate agency, and may receive grants, remuneration, or reimbursement for such studies or work.

4. Membership of the Commission.

a. The membership in the Commission shall be constituted in the manner hereinafter listed:

b. Counties and municipalities are entitled to the aforesaid membership only after becoming signatories to this Agreement. Membership in the Commission may also be granted to counties or municipalities not listed above upon their execution of this agreement; in that case, the number of members shall be allotted to each additional signatory in accordance with the Commission's official decision. All Commission members shall be appointed by action of the respective governing body they represent in the manner provided by law for counties and municipalities. Vacancies shall be filled in like manner. All members may, after a public hearing before the respective appointing governmental body, be removed by a three-fourths vote of that body, for inefficiency, neglect of duty or malfeasance in office or other good and sufficient cause.

c. All members of the Commission shall serve as such without compensation and shall hold no other municipal and county office. Members may, however, serve on municipal or county planning or zoning commissions. Insofar as is possible, the member government bodies shall appoint their Commission representatives from different professions or occupation. The term of each member shall be three years, except that approximately one-third of the first Commission shall serve for the term of one year and approximately one-third shall serve for the term of two years. All members shall hold office until their successors are appointed. Provided, however, when for any reason members of the Council of Governments Planning Commission discontinue serving as members on local municipal and county planning or zoning commissions they may, at the discretion of the appointing governmental body, also be removed from membership on the Council of Governments Planning Commission and a new member appointed.

5. Parties, Termination. Any part of this Agreement may cease to be a party hereto and may withdraw from membership in the Commission through the adoption by its governing body of a resolution of intention to withdraw and by giving the Commission written notice of its intention to withdraw at least thirty (30) days before the effective date thereof. Any party to this Agreement which fails to pay its established proportionate share of costs as provided in Section 9 of this Agreement shall be

considered to have withdrawn from the commission and shall cease to be a party hereto.

6. Agreement, Termination. If at any time only one governmental body retains membership in the Commission the Agreement shall terminate. The Agreement may also be rescinded by mutual consent of all member governmental bodies.

7. Disposition of Assets on Termination. Upon termination of this Agreement any money or assets in possession of the Commission after the payment of all liabilities, costs, expenses and charges validly incurred under this agreement shall be returned to the parties in proportion to their contributions determined as of the time of termination.

8. Effective Date of Agreement. This Agreement shall be effective upon its execution by at least one county and a municipality within that county or upon its execution by two adjacent counties.

9. Membership Payments. The signatory parties agree to provide funds for the operation of the Commission on an annual basis by sharing in such costs in proportion to its membership on the Commission; provided, however, that the entire local share of costs of comprehensive planning and other special planning programs and studies may, at the Commission's discretion, be levied upon certain member governmental bodies in proportion to the degree that they directly benefit from such studies. The Commission shall prepare an annual budget to be presented to the signatory parties for their approval prior to budget for the remainder of the fiscal year; provided, however, that the first budget for the remainder of the fiscal year shall be presented by the Commission as soon as practicable.


10. Amendment. This agreement may be amended at any time by the written agreement of all parties to it.

Executed by the undersigned counties and municipalities upon dates set forth after their signatures.

SEAL


MAYOR

ATTEST:


City Clerk