

**CITY OF GERING  
CITY COUNCIL MEETING NOTICE AND AGENDA**

Regular meeting of the Gering City Council, December 9, 2024 at 6:00 p.m., in the Gering City Hall, 1025 P Street.

All agenda items are for discussion and action will be taken as deemed appropriate.

**CALL TO ORDER.**

1. Recital of the Pledge of Allegiance and Prayer
2. Roll Call
3. Excuse councilmember absence

**OPEN MEETINGS ACT - NEB.REV.STAT. CHAPTER 84, ARTICLE 14**

As required by State Law, public bodies shall make available at least one current copy of the Open Meetings Act posted in the meeting room. Agenda items may be moved up or down on the agenda at the discretion of the Mayor. As required by State Law, additions may not be made to this agenda less than 24 hours before the beginning of the meeting unless they are considered under this section of the agenda and Council determines that the matter requires emergency action.

**CONSENT AGENDA:**

(Items under the Consent Agenda are proposed for adoption by one action for all items unless any member of Council requests that an item be considered separately.)

1. Approve minutes of the November 25, 2024 Regular City Council Meeting
2. Approve Claims
3. Approve Certificate of Vote for General Election held on November 5, 2024

**BIDS/PROPOSALS:**

1. Approve purchase of Backyard Digger Derrick – Electric Department

**RESOLUTIONS:**

1. Approve Resolution 12-24-1 regarding Fees at the Robidoux RV Park
2. Approve Resolution 12-24-2 regarding Fees for Park Shelters and Picnic Tables
3. Approve Resolution 12-24-3 regarding payment of claims in lieu of a second regular City Council meeting in December, 2024

**CURRENT BUSINESS:**

1. Approve and authorize the Mayor to sign Modification/Amendment of 2017 and 2020 Economic Development Assistance Agreements (Part II) regarding Gering Hospitality Group, LLC
2. Approve and authorize the Mayor to sign First Amended Conditional Assumption and Consent of Economic Development Assistance Agreement regarding Ed and Christina Bartella as Members/owners of Cervantes, LLC, D/B/A Chino's Mexican Restaurant
3. Approve and authorize the Mayor to sign Agreement between the City of Gering and the U.S. Department of Transportation Federal Highway Administration for the Safe Streets for All Grant
4. Approve and authorize the Mayor to sign National Purchasing Cooperative Interlocal Participation Agreement
5. Request for Administrative Committee meeting - Agenda item: Review and discuss changes to the occupation tax ordinance pertaining to alcohol

6. Approve Preliminary Plat of Lots 1 and 2, Block 1, Western Sugar Cooperative Subdivision, a Replat of Block One, Western Sugar Cooperative Subdivision, an Addition to the City of Gering, Scotts Bluff County, Nebraska situated in the SW 1/4 of Section 36, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County
7. Approve and authorize the Mayor to sign Agreement for Public Improvements for the subdivision of Lots 1 and 2, Block 1, Western Sugar Cooperative Subdivision
8. Approve Final Plat of Lots 1 and 2, Block 1, Western Sugar Cooperative Subdivision, a Replat of Block One, Western Sugar Cooperative Subdivision, an Addition to the City of Gering, Scotts Bluff County, Nebraska situated in the SW 1/4 of Section 36, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska
9. Recognition of Councilmember Backus
10. Administer Oath of Office for newly elected and re-elected Council Members
  - Susan Wiedeman, Ward I
  - Michael Gillen, Ward II
  - Todd Seay, Ward III
  - Troy Cowan, Ward IV

**PUBLIC HEARINGS:**

**CLOSED SESSION:** (Council reserves the right to enter into closed session if deemed necessary).

**OPEN COMMENT:** Discussion or action by Council regarding unscheduled business will not take place. This section is for citizen comment only.

**ADJOURN SINE DIE**

## **THE OFFICIAL PROCEEDINGS OF THE REGULAR MEETING OF THE GERING CITY COUNCIL, NOVEMBER 25, 2024**

A regular meeting of the City Council of Gering, Nebraska was held in open session on November 25, 2024 at 6:00 p.m. at Gering City Hall, 1025 P Street, Gering, NE. Present were Mayor Ewing and Councilmembers Shields, Gillen, Backus, Bohl, Wiedeman, O'Neal, Morrison, Cowan. Also present were City Administrator Pat Heath, City Clerk Kathy Welfl and City Attorney Jim Ellison. Notice of the meeting was given in advance by publication in the Star-Herald, the designated method of giving notice. All proceedings hereafter were taken while the meeting was open to the attendance of the public except as otherwise indicated.

### **CALL TO ORDER**

Mayor Ewing called the meeting to order at 6:00 p.m. and stated that a quorum of the Council was present and City business could be conducted.

1. Recital of the Pledge of Allegiance and Prayer
2. Roll Call
3. Excuse councilmember absence (None)

### **OPEN MEETINGS ACT - NEB.REV.STAT. CHAPTER 84, ARTICLE 14**

Mayor Ewing stated: As required by State Law, public bodies shall make available at least one current copy of the Open Meetings Act posted in the meeting room. Agenda items may be moved up or down on the agenda at the discretion of the Mayor. As required by State Law, additions may not be made to this agenda less than 24 hours before the beginning of the meeting unless they are considered under this section of the agenda and the Council determines that the matter requires emergency action.

### **CONSENT AGENDA:**

(Items under the Consent Agenda are proposed for adoption by one action for all items unless any member of Council requests that an item be considered separately.)

1. Approve minutes of the November 12, 2024 Regular City Council meeting
2. Approve Claims
3. Approve September, 2024 Financial Report

### **Claims 11/13/24 – 11/25/24**

911 CUSTOM \$4,458.54, AC ELECTRIC MOTOR SERVICE \$650.37, ACE HARDWARE \$346.79, ALARM SECURITY TECHNICIANS \$25.00, ALL STAR PRO GOLF \$270.15, ALTEC INDUSTRIES, INC. \$2,222.78, AMAZON CAPITAL SERVICES \$1,080.65, ANDERSON & SHAW CONSTRUCTION \$7,862.00, ANNIE FOLCK \$593.12, ARIZONA MACHINERY LLC \$103.21, AT&T MOBILITY \$1,801.45, BEACON ATHLETICS, LLC \$291.00, BEELINE SERVICE NC \$225.50, BENZEL PEST CONTROL \$221.71, BLACK HILLS ENERGY \$2,354.69, BLUFFS FACILITY SOLUTIONS \$796.11, BONNIE WOOLSEY \$75.00, BORDER STATES INDUSTRIES, INC \$2,224.61, BRETHOURS HONEYWAGON EXPRESS \$200.00, CENGAGE LEARNING/GAGE \$203.93, CITY OF GERING \$22,528.61, CLINTON RATLIFF \$300.00, COLUMN SOFTWARE, PBC \$300.50, CONTRACTORS MATERIALS, INC. \$371.84, DOOLEY OIL \$153.63, DUTTON-LAINSON COMPANY \$268.58, EAKES INC \$246.44, ECOLAB \$321.57, ELLISON, KOVARIK & TURMAN LAW \$10,000.00, FASTENAL COMPANY \$648.08, FAT BOYS TIRE & AUTO \$72.41, FIRST NATIONAL BANK OMAHA - POLICE \$584.00, FRANK PARTS COMPANY \$1,150.81, FRESH FOODS INC. \$8.49, FURST-MC NESS COMPANY \$477.50, FYR-TEK, INC. \$99.94, GERING VOLUNTEER FIRE DEPT. \$17,970.00, GROUND UP CONSTRUCTION & CLEAN \$8,057.50, HACH COMPANY \$958.60, HEARTLAND BANK \$673,382.50, HIGH PLAINS BUDWEISER \$760.00, IDEAL LAUNDRY AND CLEANERS, INC. \$636.48, INDOFF INCORPORATED \$214.25, INGRAM LIBRARY SERVICES \$775.59, INTERNAL REVENUE SERVICE \$66,729.29, INTERSTATE BATTERY \$438.85, J RODZ \$85.00, JEROLD E HIGEL \$4,334.44, JOHN BEILFUSS \$125.00, JOHN HANCOCK USA \$21,755.53, JOHN HANCOCK USA FIRE \$873.56, JOHN HANCOCK USA POLICE \$9,174.68, JOHNSON CORROSION ENGINEERING \$942.00, JOHNSON CASHWAY CO. \$49.52, KEEP SCOTTSBLUFF-GERING BEAUTI \$5,000.00, LEGACY COOPERATIVE \$6,100.73, LERNER PUBLISHING GROUP \$24.99, LIMMER EDUCATION \$281.15, LINCOLN MARRIOTT CORNHUSKER \$336.00, LOGOZ LLC \$38.00, MASEK DISTRIBUTING INC \$174.37, MATHESON TRI-GAS INC \$641.31, MATTHEW HUTT PH.D. \$450.00, MENARDS \$3,654.89, MUNICIPAL ENERGY AGENCY OF NE \$290,586.09, NEBRASKA CHILD SUPPORT PAYMENT CENTE \$714.93, NEBRASKA DEPT OF REVENUE \$510.56, NEBRASKA DEPT. OF REVENUE \$65,084.58, NEBRASKA LAW ENFORCEMENT \$27.00, NEBRASKA PUBLIC HEALTH ENVIRO LAB \$123.00, NEBRASKA PUBLIC POWER DISTRICT \$2,286.97, NEBRASKA SECRETARY OF STATE \$25.00, PANHANDLE CONCRETE PROD. INC. \$2,422.80, PANHANDLE ENVIRONMENTAL SERVICE, INC. \$866.00, PANHANDLE HUMANE SOCIETY \$3,168.50, PATTLEN ENTERPRISES, INC \$2,048.44, PETE'S QUICK LUBE \$68.02, PING INC \$858.81, PLATTE RIVER GLASS \$255.87, PROTEX CENTRAL, INC. \$98.00, PT HOSE AND BEARING \$60.58, PVB VISA \$7,231.48, REGIONAL CARE INC. \$45,793.35, RIVERSTONE BANK \$647.61, ROAD BUILDERS \$155.74, SANDBERG IMPLEMENT, INC. \$493.25, SCB COUNTY REGISTER OF DEEDS \$20.00, SCB. COUNTY AMBULANCE SERVICE \$316.23, SCB. COUNTY SHERIFF OFFICE \$32.60, SCB/GERING UNITED CHAMBER OF \$375.00, SCS ENGINEERS \$5,664.19, SENIOR CITIZENS CENTER \$1,000.00, SHERWIN WILLIAMS \$85.87, SIMMONS OLSEN LAW FIRM, P.C. \$2,022.50, SIMON CONTRACTORS \$524.36, SUNBELT SOLOMON \$30,465.50, TERESA TOSH \$21,085.63, TERRY CARPENTER, INC. \$650.00, TRANSUNION RISK AND ALTERNATIV \$75.00, TYLER BUSINESS FORMS \$491.24, ULINE, INC \$981.60, UNANIMOUS, INC. \$90.00, USA BLUE BOOK \$78.83, VALLEY AUTO LOCATORS LLC \$640.68, VERIZON WIRELESS SERVICES, LLC \$223.14, W & R INC. \$206.25, WESCO RECEIVABLES CORP. \$45,956.25, WESTERN COOPERATIVE COMPANY \$3,691.70, WILLIAM BROWN \$250.00, TOTAL \$1,425,956.39

**Motion by Councilmember Gillen to approve the Consent Agenda. Second by Councilmember Morrison. There was no discussion. Mayor Ewing called for the vote. "AYES": Shields, Gillen, Backus, Bohl, Wiedeman, O'Neal, Morrison, Cowan. "NAYS": None. Abstaining: None. Absent: None. Motion Carried.**

## **CURRENT BUSINESS:**

### **1. Economic Development Citizens Advisory Committee Update – Galen Larson, Citizens Advisory Committee Chairman**

Economic Development Citizens Advisory Committee Chairman, Galen Larson, reported:

Since the last update in May of 2024, the City of Gering Economic Development Citizens Advisory Committee has met twice; once on October 29 and again on November 20. The Committee was updated by staff and City legal counsel regarding economic development grants and loans. Based on the information provided, the Citizens Advisory Committee made recommendations regarding two applicants.

In May of 2024, Council approved a Conditional Assumption Agreement pertaining to Chino's Mexican Restaurant and the owner of the new restaurant at the same location. The agreement provided for continued forgiveness of the job creation grant as long as the new restaurant owner stayed in business and maintained a minimum of seven FTEs. Unfortunately, the business closed last summer and the obligation to repay the remainder of the grant fell back onto the owner of Chino's, in addition to an unpaid balance of an economic development loan. The Citizens Advisory Committee made a recommendation at their November 20<sup>th</sup> meeting to recommend that the unpaid balance of the grant be combined with the unpaid loan balance for one new loan. Council will be considering approval of the new loan agreement at the December 9<sup>TH</sup> City Council meeting.

Regarding Gering Hospitality Group LLC, Council approved a Modification to Economic Development Assistance Agreement in May of 2024 which provided for a six-month deferment of their economic development loans. Gering Hospitality Group approached the Citizens Advisory Committee again in October and requested another six-month deferment. After meeting with the applicant, the Committee recommended the additional deferment. The accrued interest for the first deferment has been paid. The interest for the second six-month deferment will be paid at the end of the deferment. Another Modification to Economic Development Assistance Agreement reflecting the additional deferment will come before Council on December 9<sup>TH</sup> as well.

**Motion by Councilmember Morrison to enter the Citizens Advisory Update into the public record. Second by Councilmember Wiedeman. There was no discussion. Mayor Ewing called for the vote. "AYES": Shields, Gillen, Backus, Bohl, Wiedeman, O'Neal, Morrison, Cowan. "NAYS": None. Abstaining: None. Absent: None. Motion Carried.**

### **2. Update by Michael Snodgrass, President of OIKOS Development Corporation, on upcoming housing project**

Michael Snodgrass, President of Oikos Development Corporation, addressed Council and stated that they were able to acquire the land at the proposed development site and now have access off of D Street. They applied for two funding sources. One through NIFA (Nebraska Investment Finance Authority) for phase one. The other one was through the USDA called a 514516 Farm Labor. The NIFA funding source did not meet their threshold and was not funded. They will be reapplying in the spring of 2025. The phase two funding source was awarded for \$4.77 million from USDA. The next step of that is to apply for what's called 4% Noncompetitive Funds from NIFA. That application goes in next week to partner up with the USDA money. The best-case scenario for when they might be able to start building is the fall of 2025. They still have a lot of work to do with the City and staff. They need to start the preliminary platting process to get the streets aligned the way the City wants to have it done. They are making progress and he feels good about where they're at. If they are able to get started in the fall, they are going to start looking at how they can incorporate some single-family into the development. Once they're here and building, it's a lot easier to actually do some of the single family as well. The first thing to do is to get that funding source.

### **3. Presentation by Rita Stinner regarding a Creative District in Gering**

Tina Worthman, Director of Tourism for the City of Gering, addressed the Mayor and Council and stated that she and Rita Stinner have been working with community organizers and different organizations and groups in Gering to create a creative district through the Nebraska Arts Council. The major partners are the City of Gering, the Gering Visitors Bureau, Gering Merchants, Oregon Trail Days, Legacy of the Plains Museum, Scotts Bluffs National Monument, Gering Library and Gering Public Schools.

Rita Stinner addressed Council and explained that in 2020, State Senator Megan Hunt passed a bill in the state legislature calling it the Creative Districts Program under the umbrella of the Nebraska Arts Council. Communities could apply for funding that showcases their unique location and amenities demonstrating art

as an economic driver, attracting tourists, businesses, and job development. It can preserve and use historic buildings and promote each community's unique cultural heritage. Arts and culture contributed \$3.6 billion to the Nebraska economy in 2022 employing 31,228 people with wages and benefits totaling over \$2.1 billion. In 2021, the Nebraska state legislature appropriated \$1 million per year to support creative districts around the state. Currently, 34 creative districts have been approved and 21 more submitted and pending approval. Gering is late to the game. It was very difficult to decide who was going to take on this very large task, but they are taking it on. Those involved feel very positive about this project. There are still funds available with \$1 million available every year. It's time Gering starts taking advantage of these funds. In order to receive funds, there is a requirement to have a 501 (c)(3) District Administrator for the application. They plan to have that be the City of Gering Visitors Bureau which is a 501 (c)(3). The application process is complex and long. After completion and approval, the creative district starts by getting \$10,000 for a designated community improvement with potential development grants after that, up to \$100,000 for future projects. The one stipulation is that each of the partners benefit equally from these improvements; they all work together and all benefit. The \$10,000 grant will be used for an upgrade to the Gering Tourism and Visitors Bureau website as well as street banners for downtown Gering and all along the Old Oregon Trail Road (M Street) leading to the Scotts Bluff National Monument. The partners are strong and anxious and enthusiastic about all of this. Community involvement is absolutely essential for approval; they will be looking for a lot of suggestions and will have some community forums. This idea is about money coming into Gering rather than requiring the City to fund something. It's also about all of these partners organizing for the betterment of the community. It will be called the Old Oregon Trail Creative District.

#### ***“Old Oregon Trail Creative District”***

*Located in Gering, the Old Oregon Trail Road stretches west from our historic downtown to wonders of yesteryear at Legacy of the Plains Museum and to the majestic Scottsbluff National Monument.*

*The Gering Civic Center, with its towering Herb Mignery “Trails Home” sculpture, serves as the beating heart of our district, and a starting point to wander through the Civic Center Plaza, a gorgeous arboretum featuring native plantings and sculptures by Nebraska artists. Continuing downtown, visit the famed Gering Bakery, our new Scott Free Brewery, historic Scotts Bluff County Court House, and stop for a memorable treat at one of our delightful restaurants.*

*Following the trail of the pioneers, find your way to an enchanting visit of bygone days at the Legacy of the Plains Museum, and onward to the towering landmark for all peoples from Native Americans, emigrants on the Oregon, California and Mormon Trails, and to modern travelers. Discover the 3,000 acres of Scotts Bluff National Monument, reaching 800 feet above the North Platte River.*

Mrs. Stinner added that this is the idea of Gering's Creative District. Their committee is very excited about it and are hoping they can count on the Council's support.

#### **4. Approval of new position - Assistant Golf Course Superintendent**

Parks and Recreation Director, Amy Seiler, stated that she is asking for approval of the Assistant Golf Course Superintendent for succession planning at the golf course. The current Golf Course Superintendent has been with the City for over 25 years. He is a remarkable individual and has a great deal of institutional knowledge regarding the golf course. She wants to make sure that as they transition from the current superintendent to a new one, that transition goes smoothly. The golf course is mainly funded by user fees and it's critically important that there is not a lapse in quality of the course as the transition is made. This position was budgeted in the Fiscal Year 2025 Budget. Staff plan to advertise for this position and hopefully fill it by mid-January to February.

Councilmember Gillen clarified that in the budget, which Council already passed in September, there's an ability to pay for both positions through the end of the fiscal year, which is October. Mrs. Seiler replied that staff did budget for a Golf Course Superintendent position and a full year for the Assistant Golf Course Superintendent. Councilmember Wiedeman asked if once the transition happens, this position won't be there anymore. Parks Director Seiler replied, that is correct. This would just be for succession planning. The course is complicated. Once this individual has learned the course and our current superintendent decides that it's time to step away, this person can just move right into that position and staff would eliminate the assistant position.

Councilmember Morrison asked, if need be, could they continue with an assistant, or is that not a necessary position? Parks Director Seiler replied that it was recommended by the USGA study that the golf course

needs an assistant superintendent. It would be very nice to have one because it would allow the superintendent to do many of the responsibilities that they currently struggle to find time to do. Currently, it is really important to update equipment and fix some of the existing facilities and do some repairs and maintenance on those. She would really like to see a position such as this in the future, but staff have got to focus on replacing some of the aging equipment and doing repairs to the club house and cart barn. Councilmember Morrison clarified that maybe the position wouldn't go away, that it might just be put on the back burner. Parks Director Seiler replied that the way the pay scale is, that position would be removed for a period of time. They need to get ahead a little bit more at the golf course before they can think about having a permanent position. She thinks it would be incredibly beneficial, but they cannot currently do that.

Councilmember Gillen clarified that the golf course is funded by user fees; this would be part of that budget and the bond will be paid off soon. Park Director Seiler replied that the bond will be paid off in December. she added that the course is almost entirely funded by user fees. The golfers support the golf course. She added that this position is not long-term. Council member Gillen noted that this is something staff are doing with a lot of positions in the City. It's not uncommon to do succession planning for department heads or leadership positions. Administrator Heath replied yes, staff have done this in other departments; a lot of times they are brought up through the system, there isn't always a special position created. Staff try to train foremen so they are in a position to step up. This is a little bit different position because there is a wide range between the workers at the golf course. The workers at the golf course and the golf course superintendent require special education and sometimes it's hard to hire someone at those lower positions that would have those qualifications.

Mike Bruner, 1785 21<sup>st</sup> Street, addressed Council and stated that he retired six or seven years ago. Had his company hired an assistant for him, he would have gone on another three or four years because it would have taken a lot of the pressure and work load off of him. Is it possible to put a time limit on something like this? The City has never had this position before, that's why Council is going through this exercise tonight. Prior to this, Ron Ernst was in charge of the golf course and then he had to find someone to fill in his shoes. What's changed? The responsibility list is different? You can't do succession planning throughout the ranks because there's such a disparity, so now the City is going to have two of them there to learn the actual work that needs to be done.

**Motion by Councilmember Gillen to approve the new position of Assistant Golf Course Superintendent. Second by Councilmember Wiedeman. There was no discussion. Mayor Ewing called for the vote. "AYES": Shields, Gillen, Backus, Bohl, Wiedeman, O'Neal, Morrison, Cowan. "NAYS": None. Abstaining: None. Absent: None. Motion Carried.**

**5. Approve not holding a regular meeting on the fourth Monday of December due to the holidays**  
**Motion by Councilmember Gillen to approve not holding a regular meeting on the fourth Monday of December due to the holidays. Second by Councilmember Bohl. There was no discussion. Mayor Ewing called for the vote. "AYES": Shields, Gillen, Backus, Bohl, Wiedeman, O'Neal, Morrison, Cowan. "NAYS": None. Abstaining: None. Absent: None. Motion Carried.**

## **RESOLUTIONS:**

**1. Approve Resolution 11-24-1 authorizing the Mayor to sign the Year-End Certification of City Street Superintendent**

### **Resolution No. 11-24-1**

**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;

**Whereas:** The State of Nebraska Department of Transportation (NDOT) requires that each incorporated municipality must annually certify (by December 31<sup>st</sup> of each year) the appointment of the City Street Superintendent to the NDOT using the Year-End Certification of City Street Superintendent form;

**Whereas:** The NDOT requires that such certification shall also include a copy of the meeting minutes showing the appointment of the City Street Superintendent by their name as it appears on their License (if applicable), their License Number 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



|    |         |         |         |         |         |         |         |         |         |
|----|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 24 | \$30.89 | \$32.44 | \$34.06 | \$35.76 | \$37.55 | \$39.43 | \$41.40 | \$43.47 | \$45.64 |
| 25 | \$32.44 | \$34.06 | \$35.76 | \$37.55 | \$39.43 | \$41.40 | \$43.47 | \$45.64 | \$47.92 |
| 26 | \$34.06 | \$35.76 | \$37.55 | \$39.43 | \$41.40 | \$43.47 | \$45.64 | \$47.92 | \$50.32 |
| 27 | \$35.76 | \$37.55 | \$39.43 | \$41.40 | \$43.47 | \$45.64 | \$47.92 | \$50.32 | \$52.84 |
| 28 | \$37.55 | \$39.43 | \$41.40 | \$43.47 | \$45.64 | \$47.92 | \$50.32 | \$52.84 | \$55.48 |
| 29 | \$39.43 | \$41.40 | \$43.47 | \$45.64 | \$47.92 | \$50.32 | \$52.84 | \$55.48 | \$58.25 |
| 30 | \$41.40 | \$43.47 | \$45.64 | \$47.92 | \$50.32 | \$52.84 | \$55.48 | \$58.25 | \$61.16 |

**EXEMPT POSITIONS - Professional, Administrative, and Executive (salary figured at 80 hours per pay period)**

| Grade | Class Titles                  | Grade | Class Titles                       |
|-------|-------------------------------|-------|------------------------------------|
| 22    | Library Director              | 24    | Director of Environmental Services |
| 22    | Golf Course Professional      | 25    | Director of Parks & Rec            |
| 23    | Police Captain                | 27    | Director of Public Works           |
| 23    | Director of Human Resources   | 27    | City Engineer                      |
| 24    | Streets Superintendent        | 28    | Chief of Police                    |
| 24    | City Clerk/Asst to City Admin | 28    | Fire Chief/Marshall                |
| 24    | Director of Tourism           | 28    | Electric Superintendent            |
| 24    | Deputy Director of Finance    | 28    | Finance Dir/City Treasurer         |

3. That the Pay Schedule for the positions of Patrol Officer, Detective, and Police Sergeant be approved and effective September 30, 2024.

**Hourly Pay Schedule**

|                  | 1       | 2       | 3       | 4       | 5       | 6       | 7       | 8       |
|------------------|---------|---------|---------|---------|---------|---------|---------|---------|
| Patrol Officer   | \$25.63 | \$26.91 | \$28.25 | \$29.67 | \$31.15 | \$32.71 | \$34.34 | \$36.06 |
| Police Detective | \$26.95 | \$28.30 | \$29.71 | \$31.20 | \$32.76 | \$34.40 | \$36.12 | \$37.92 |
| Police Sergeant  | \$28.42 | \$29.84 | \$31.33 | \$32.90 | \$34.55 | \$36.27 | \$38.09 | \$39.99 |

That the following Pay Schedule for the below listed IBEW eligible positions of the City of Gering, Nebraska be approved and effective September 30, 2024.

4. That the following Pay Schedule for the below listed IBEW eligible positions of the City of Gering, Nebraska be approved and effective September 30, 2024.

**IBEW Eligible Positions Only - Hourly Rates**

**Hourly Pay Schedule**

| Grade | A        | B        | C        | D        | E        | F        | G        | H        | I        |
|-------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| 3     | \$ 17.55 | \$ 18.43 | \$ 19.35 | \$ 20.32 | \$ 21.34 | \$ 22.40 | \$ 23.52 | \$ 24.70 | \$ 25.94 |
| 4     | \$ 18.43 | \$ 19.35 | \$ 20.32 | \$ 21.34 | \$ 22.40 | \$ 23.52 | \$ 24.70 | \$ 25.94 | \$ 27.23 |
| 5     | \$ 19.35 | \$ 20.32 | \$ 21.34 | \$ 22.40 | \$ 23.52 | \$ 24.70 | \$ 25.94 | \$ 27.23 | \$ 28.59 |
| 6     | \$ 20.32 | \$ 21.34 | \$ 22.40 | \$ 23.52 | \$ 24.70 | \$ 25.94 | \$ 27.23 | \$ 28.59 | \$ 30.02 |
| 7     | \$ 21.34 | \$ 22.40 | \$ 23.52 | \$ 24.70 | \$ 25.94 | \$ 27.23 | \$ 28.59 | \$ 30.02 | \$ 31.53 |
| 8     | \$ 22.40 | \$ 23.52 | \$ 24.70 | \$ 25.94 | \$ 27.23 | \$ 28.59 | \$ 30.02 | \$ 31.53 | \$ 33.10 |
| 9     | \$ 23.52 | \$ 24.70 | \$ 25.94 | \$ 27.23 | \$ 28.59 | \$ 30.02 | \$ 31.53 | \$ 33.10 | \$ 34.76 |
| 10    | \$ 24.70 | \$ 25.94 | \$ 27.23 | \$ 28.59 | \$ 30.02 | \$ 31.53 | \$ 33.10 | \$ 34.76 | \$ 36.49 |
| 11    | \$ 25.94 | \$ 27.23 | \$ 28.59 | \$ 30.02 | \$ 31.53 | \$ 33.10 | \$ 34.76 | \$ 36.49 | \$ 38.32 |
| 12    | \$ 27.23 | \$ 28.59 | \$ 30.02 | \$ 31.53 | \$ 33.10 | \$ 34.76 | \$ 36.49 | \$ 38.32 | \$ 40.23 |
| 13    | \$ 28.59 | \$ 30.02 | \$ 31.53 | \$ 33.10 | \$ 34.76 | \$ 36.49 | \$ 38.32 | \$ 40.23 | \$ 42.25 |
| 14    | \$ 30.02 | \$ 31.53 | \$ 33.10 | \$ 34.76 | \$ 36.49 | \$ 38.32 | \$ 40.23 | \$ 42.25 | \$ 44.36 |
| 15    | \$ 31.53 | \$ 33.10 | \$ 34.76 | \$ 36.49 | \$ 38.32 | \$ 40.23 | \$ 42.25 | \$ 44.36 | \$ 46.58 |
| 16    | \$ 33.10 | \$ 34.76 | \$ 36.49 | \$ 38.32 | \$ 40.23 | \$ 42.25 | \$ 44.36 | \$ 46.58 | \$ 48.91 |

**HOURLY POSITIONS - IBEW Employees Only**

| Grade | Class Titles                 | Grade | Class Titles                        |
|-------|------------------------------|-------|-------------------------------------|
| 3     | Solid Waste Handler          | 8     | Maintenance Mechanic                |
| 3     | Park Caretaker               | 8     | Storekeeper/Purchasing Agent        |
| 3     | Cemetery Caretaker           | 9     | Sanitation Coordinator              |
| 4     | Equipment Operator           | 9     | Water/Wastewater Operator III       |
| 4     | Water/Wastewater Operator I  | 10    | Electric Line Apprentice            |
| 5     | Heavy Equipment Operator     | 10    | Wastewater Treatment Plant Operator |
| 6     | Water/Wastewater Operator II | 10    | Park Maintenance Supervisor         |
| 6     | Park Crew Leader             | 10    | Transportation Supervisor           |
| 6     | Golf Groundskeeper           | 10    | Electric Meter/Service Man          |
| 6     | Golf Groundskeeper/Mechanic  | 12    | Water/Wastewater Supervisor         |
| 7     | Cemetery Sexton              | 15    | Electric Journeyman/Lineman         |
| 8     | Master Mechanic              | 16    | Electric Line Crew Supervisor       |

5. That the following Pay Schedule for positions in seasonal and part-time of the City be approved and effective September 30, 2024.

**PAY SCHEDULE - GENERAL EMPLOYEES ONLY**

| Grade | A       | B       | C       | D       | E       | F       | G       |
|-------|---------|---------|---------|---------|---------|---------|---------|
| 1     | \$13.50 | \$14.00 | \$14.50 | \$15.00 | \$15.50 | \$16.00 | \$16.50 |
| 2     | \$14.00 | \$14.50 | \$15.00 | \$15.50 | \$16.00 | \$16.50 | \$17.00 |



|   |         |         |         |         |         |         |         |
|---|---------|---------|---------|---------|---------|---------|---------|
| 3 | \$14.50 | \$15.00 | \$15.50 | \$16.00 | \$16.50 | \$17.00 | \$17.50 |
| 4 | \$15.00 | \$15.50 | \$16.00 | \$16.50 | \$17.00 | \$17.50 | \$18.00 |
| 5 | \$15.50 | \$16.00 | \$16.50 | \$17.00 | \$17.50 | \$18.00 | \$18.50 |
| 6 | \$16.00 | \$16.50 | \$17.00 | \$17.50 | \$18.00 | \$18.50 | \$19.00 |

**HOURLY POSITIONS - Seasonal & Part time Positions Only**

| <u>Grade</u> | <u>Class Titles</u>    | <u>Grade</u> | <u>Class Titles</u>    |
|--------------|------------------------|--------------|------------------------|
| 1/A          | School Crossing Guard  | 3            | Library Assistant I    |
| 1/A          | Library Page           | 3            | Lifeguard              |
| 1/A          | Clubhouse Attendant I  | 5            | Maintenance Worker     |
| 1/A          | Cashier                | 5            | Assistant Pool Manager |
| 1            | Laborer I              | 6            | Pool Manager           |
| 2            | Intern                 | 6            | Camp Host              |
| 2            | Laborer II             | 6            | Golf Pro Assistant     |
| 2            | Clubhouse Attendant II |              |                        |

Passed and approved this \_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**Motion by Councilmember Morrison to approve Resolution 11-24-2 regarding a Pay Plan for Officers and Employees of the City of Gering. Mayor Ewing noted that the new resolution will reflect the new position at the golf course. Second by Councilmember Gillen. Mayor Ewing called for the vote. "AYES": Shields, Gillen, Backus, Bohl, Wiedeman, O'Neal, Morrison, Cowan. "NAYS": None. Abstaining: None. Absent: None. Motion Carried.**

**3. Approve Resolution 11-24-3 regarding Fees at Monument Shadows Golf Course**

**Resolution 11-24-3**

**WHEREAS, The Gering City Council, Gering, Nebraska shall establish green fees and fees for punch cards, memberships, cart rental, cart storage and other activities and services at Monument Shadows Golf Course.**

**WHEREAS, The Monument Shadows Golf Course Rates shall be as follows:**

**Monument Shadows Golf Course Rates**

|  | <u>Rate</u> |
|--|-------------|
| <b>Daily Green Fees</b>                            |             |
| 9 holes  | \$23.00     |
| 18 holes   | \$34.00     |
| 9 holes jr. (8 <sup>th</sup> grade and under)      | \$11.50     |
| 18 holes jr. (8 <sup>th</sup> grade and under)     | \$17.00     |
| All-day pass                                       | \$40.00     |
| Back 9 add on                                      | \$11.00     |
| <b>Punch Cards</b>                                 |             |
| (10) 9 Holes                                       | \$207.00    |
| (10) 18 Holes                                      | \$306.00    |
| (10) 9 Hole Cart Seat                              | \$99.00     |
| (10) 18 Hole Cart Seat                             | \$198.00    |
| <b>Annual Golf Pass</b>                            |             |
| Youth (8 <sup>th</sup> Grade and under)            | \$105.00    |
| Student (18 & under/FT College Student 23 & under) | \$215.00    |
| Junior (19-25)                                     | \$450.00    |
| Single   | \$675.00    |
| Couple (married)                                   | \$950.00    |
| Family (married + children 18 and under)           | \$1150.00   |

**Driving Range Daily Fees and Annual Pass**

|  |          |
|--|----------|
| Range Token  | \$5.00   |
| Youth (8 <sup>th</sup> grade and under)            | \$40.00  |
| Student (18 & under/FT college Student 23 & under) | \$75.00  |
| Junior (19-25)                                     | \$150.00 |
| Single   | \$225.00 |
| Couple (married)                                   | \$340.00 |
| Family (married + children 18 & under)             | \$415.00 |

(If guest purchases a course membership, driving range membership would reduce by 50%)

**Daily cart fees**

|          |         |
|----------|---------|
| 9 holes  | \$11.00 |
| 18 holes | \$22.00 |

(Charge per seat, each person will pay the seat fee. If golfers choose not to ride together, they will be charged for both seats. \$22 for 9 and \$44 for 18 holes.)

**Yearly Cart SEAT Rental**

|        |          |
|--------|----------|
| Single | \$575.00 |
|--------|----------|

|                     |          |
|---------------------|----------|
| <b>Cart Storage</b> | \$650.00 |
|---------------------|----------|

(Includes gas and electricity)

**Annual Trail Fee**

|          |          |
|----------|----------|
| Electric | \$255.00 |
|----------|----------|

|                     |          |
|---------------------|----------|
| Gas (includes fuel) | \$360.00 |
|---------------------|----------|

|                         |                           |
|-------------------------|---------------------------|
| <b>Daily Trail Fees</b> | \$7 per rider per 9 holes |
|-------------------------|---------------------------|

The annual pass fees, cart storage and annual trail fees will go into effect November 25, 2024.

Daily fees go into effect 4/1/2025. All Fees include tax.

**NOW THEREFORE BE IT RESOLVED that effective immediately, the City of Gering shall charge the aforementioned fees at the Monument Shadows Golf Course.**

**Adopted this 25<sup>th</sup> of November, 2024**

\_\_\_\_\_  
**Kent Ewing, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Kathleen J. Welfl, City Clerk**

**Motion by Councilmember Wiedeman to approve Resolution 11-24-3 regarding Fees at Monument Shadows Golf Course. Second by Councilmember Gillen.**

**Discussion:** Councilmember Wiedeman explained, as the Recreation Committee Chairperson, that these fees haven't been raised since 2022. Employee salaries, costs and everything have gone up. The committee looked at this very carefully and felt it was something that was needed to keep the City's golf course running well and looking beautiful and to continue being the asset in the community that it is. The committee has brought this forward to the Council to increase the fees at the golf course.

**Mayor Ewing called for the vote. "AYES": Shields, Gillen, Backus, Bohl, Wiedeman, O'Neal, Morrison, Cowan. "NAYS": None. Abstaining: None. Absent: None. Motion Carried.**

**BIDS/PROPOSALS:**

**1. Approve purchase of front-end loader – Environmental Services Department**

Steve Mount, Environmental Services Director, stated that the City took Sourcewell bids for a new 225 HP front-end loader. Three bids were received from local dealerships; Murphy Tractor, Titan Machinery and Nebraska Machinery. Titan Machinery was the low bid after the trade in of a 2007 John Deere 344J Loader with 7663 hours, for a total of \$270,800 with attachments. Councilmember Bohl asked if the City has any Case equipment now. Mr. Mount replied that the Water Department has a backhoe.

**Motion by Councilmember Bohl to approve the purchase of a Titan Model 821G Front-end Loader from Case Construction in the amount of \$270,800 after trade and including attachments, through Sourcewell. Second by Councilmember Cowan. There was no**

**discussion. Mayor Ewing called for the vote. “AYES”: Shields, Gillen, Backus, Bohl, Wiedeman, O’Neal, Morrison, Cowan. “NAYS”: None. Abstaining: None. Absent: None. Motion Carried.**

## **2. Award bid for pole mount and pad mount transformers – Electric Department**

City Engineer, Annie Folck, reported that the City continues to work on the electrical conversion to 7200 voltage. As part of that, staff are replacing all the transformers throughout the community. \$1.6 million was budgeted for FY25 to go towards this process. Part of that cost is for electrical transformers. Staff bid out for enough that should get the City through the remainder of the conversion. When it was bid, staff found that if the City purchased everything that was bid, it was more than what was budgeted. Some companies weren’t even quoting some of the three-phase transformers, and the ones that did were making the total amount more than what was budgeted. In working with Interim Electric Superintendent, Domingo Palomo, he indicated that if the City could get all the single-phase pole mount and pad mount, that would give the Electric Department staff plenty to work on for the time being. Staff’s recommendation is that they come back at a later date and budget for and bid the three-phase transformers; they also have a little longer lead time than the single phase. This gives staff time to budget for that appropriately and to get them ordered to finish out the conversion. Legal has indicated that it’s fine if Council just wants to award for the single phase and the pad mount single phase. Four bids were received; staff recommends awarding the bid for the transformers to Border States (which is a company the City has worked with a lot throughout the years) as the low bidder on the project in the amount of \$179,690 for pole mounts. The total for the pad mounts was \$210,870 for a total of \$419,852 with sales tax.

Councilmember Bohl asked if there are any three-phase left in inventory to use in the event of an emergency or to continue on with the project, or are they out from the last purchase. Administrator Heath replied that staff stock transformers for emergencies but do not stock for the conversion project; they are ordered as needed. Councilmember Bohl asked how many three-phase transformers were sent out to bid. Engineer Folck thought it was around 70 or less. Administrator Heath stated that in talking to Engineer Folck, staff thought they could do another bid in the spring. Some of those will start coming in in this fiscal year and the rest would come in the next fiscal year; staff have time to budget the additional amount, especially for the larger ones. The plan is that by the end of 2026, all the transformers and the whole City should be changed over to 7200 volts. In late 2026 or early 2027, the City will be starting with the 21<sup>st</sup> Street substation construction. Staff is hoping by the end of 2027, the whole conversion will be complete with all four (new) substations up and running. The City is split evenly by load through those four substations.

Councilmember Morrison asked what the cost will be and if the City will be able to budget enough to get those bought. Administrator Heath replied that the City will be able to do that. The cost is going to be up to \$1 million to \$1.6 million. It depends on what the substation transformer is going to cost because it could be a year to a year and a half out to get it. The goal is to get it purchased, get it here and then have it moved from the shop over to the substation during construction. Prices have leveled off a little bit, they could still go up slightly, but he thinks if the City gets some of the pad mounts ordered later this fiscal year, staff will be able to get those installed. They have plenty of work with this and with the study that was done for the electrical system.

Councilmember Bohl asked if the thought is cutting back the number on the next bid and getting some movement in this fiscal year and not get behind. Engineer Folck replied right, and what staff might do is bid them all because a lot of it depends on lead times; some of these are out quite a ways. If it looks like half of them will be delivered this fiscal year, the other half might be next fiscal year. At that point, the City might as well get them ordered and on their way. But staff won’t know that until they get the pricing back. They are paid for when they arrive. Administrator Heath explained that sometimes with the pad mounts, the manufacturer will not guarantee the price quoted in the bid because if they’re out 52 weeks, they will not guarantee that price. With copper and metal prices being so high and volatile, they will not guarantee a price on most of these transformers, other than Solomon for rebuilds, but the others do not. That’s why staff are thinking that if it’s bid out again a little later in this fiscal year and get ordered, the City will receive some this fiscal year and the rest would come in the next fiscal year and the City wouldn’t exceed what was budgeted.

**Motion by Councilmember Gillen to approve the bid for pole mount and pad mount transformers from Border States in the amount of \$419,852 which includes sales tax. Second by Councilmember Morrison. There was no discussion. Mayor Ewing called for the vote. "AYES": Shields, Gillen, Backus, Bohl, Wiedeman, O'Neal, Morrison, Cowan. "NAYS": None. Abstaining: None. Absent: None. Motion Carried.**

#### **PUBLIC HEARINGS:**

##### **1. Public Hearing to consider changes to the Zoning Code, Section 3.7.2, Agricultural Estate Dwelling Designation (AEDS)**

City Engineer, Annie Folck, explained that currently the City's zoning code for Agricultural Estate Dwellings requires that in order to split an Ag Estate Dwelling, 80 acres of agricultural land must be held in reserve and cannot be used for anything else. The code also allows for less than 80 acres to be held in reserve as long as it still meets the intent of the code. This allows a lot of discretion on the part of the City to determine whether or not any proposed application with less than 80 acres in reserve meets the intent of the zoning code. Typically, staff has interpreted the intent of the code to allow more leeway with existing farmsteads than is allowed for new building sites, primarily because splitting off existing farmsteads does not change the character of the agricultural zone. Whereas subdividing new building sites would add population to the agricultural zone, changing the character. Council has requested that staff consider changing the code to make it less open to interpretation to ensure consistency in enforcement over time, regardless of staff changes. The proposed language is intended to clarify that it is acceptable to approve an Ag Estate Dwelling Site for existing farmsteads even if there is less than 80 acres that can be held in reserve, as long as it still meets the intent of the code.

##### **1a. Approve Ordinance No. 2150 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GERING, NEBRASKA TO AMEND ARTICLE 3 "ZONING DISTRICTS" SECTION 3.7.2.C OF THE CITY OF GERING ZONING ORDINANCE; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF**

**Councilmember Gillen made a motion to introduce Ordinance No. 2150 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GERING, NEBRASKA TO AMEND ARTICLE 3 "ZONING DISTRICTS" SECTION 3.7.2.C OF THE CITY OF GERING ZONING ORDINANCE; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF. Seconded by Councilmember Backus. There was no discussion. Mayor Ewing called for the vote. "AYES": Shields, Gillen, Backus, Bohl, Wiedeman, O'Neal, Morrison, Cowan. "NAYS": None. Abstaining: None. Absent: None. Motion Carried.**

**Councilmember Bohl moved that the Ordinance be designated as Ordinance No. 2150 and the title thereof approved, and that the Statutory Rule requiring Ordinances to be fully and distinctly read on three different days be dispensed with, and that the ordinance be passed as read, which motion was seconded by Councilmember Wiedeman. There was no discussion. The Clerk called the roll. "AYES": Shields, Gillen, Backus, Bohl, Wiedeman, O'Neal, Morrison, Cowan. "NAYS": None. Abstaining: None. Absent: None. Motion Carried.**

#### **REPORTS:**

##### **1. Liaison Report - Central Irrigation District, Councilmember Bohl**

Councilmember Bohl reported:

- It was a successful year. Water came and water was delivered.
- There were a few minor glitches when trying to divert water in that many different ways to different people.
- Dan Fitts joined the board this year, which is a benefit to the board.
- The one issue they're dealing with is a high spike in water flow in the river (in September and early October); it's called a habitat run. It has happened for quite some time. As the habitat run came through this year, there was a breach at the diversion west of town, behind the zoo. When that happened, it washed out a significant chunk on the north side. A tree collapsed and it went south from there. They have a couple estimates they're working through right now to rebuild and reinforce the section of bank that got washed out. It should be okay by the time it's repaired. They hope to get started on that in the near future.

- They should be good on water levels for quite some time. Moisture is needed up high and down low; it's definitely dry.

**CLOSED SESSION:** (Council reserves the right to enter into closed session if deemed necessary.) None.

**OPEN COMMENT:** Discussion or action by Council regarding unscheduled business will not take place. This section is for citizen comment only.

RaNae Garton, Chairperson for the Gering Merchants Association informed Council that the Santa Village has been moved to the Gering Civic Plaza. Allen Taylor and Kim Skinlo have transformed that space into a winter wonderland. She provided an overview of all the activities that will take place at the plaza including a ribbon cutting for Santa's Merry Museum in the original Santa building. The Holiday parade will take place this Friday at 6:00 p.m. The Santa Village will have its grand opening on Saturday from 10 a.m. to 1 p.m. and there will be live reindeer again. She provided the dates and times that the Santa Village will be open through December. They will also show *The Grinch* on December 22 at 5 p.m. at the plaza. She added that they are on the Nebraska Passport Winter Program which will bring in a lot of tourism through Gering. Tina Worthman, Director of Tourism, noted that she has already had several people stop at her office for the Passport Program.

Director of Parks and Recreation, Amy Seiler, addressed Council and commented that she appreciated Councilmember Gillen's prayer (at the beginning of the meeting) and his thankfulness. She added that it's an appropriate time to thank the volunteers that assist the Parks Department and golf course including: Carole Knaub, Tina Lutz and Don Miller with the Ever Green House, the Parks, Cemetery and Tree Board (past and present including but not limited to Charlie Fenster, Don Gentry and his father), all the volunteers that helped with the USA Gravel National Championship, all of the State Golf people that came to Monument Shadows Golf Course to help host 75 young women who came from across the state and all the people who helped with the Horizon Music Fest. She also thanked Don Kuglar and Less Olsen for assisting at the Northfield Park Arboretum year-round, the Gering Merchants Association for their work in the community, and the volunteers and parents who help with the softball and baseball organizations. City activities and amenities would not be as successful as they are without these volunteers.

Rita Stinner addressed Council and stated that as they've been working on the Creative District, they've been compiling a list of famous "Geringites" going back for decades. She doesn't know who decides how streets are named as new streets are put in, but suggested that the City consider naming streets after famous Gering people in the future.

**ADJOURN:**

**Motion by Councilmember Gillen to adjourn. Second by Councilmember Cowan. There was no discussion. Mayor Ewing called for the vote. "AYES": Shields, Gillen, Backus, Bohl, Wiedeman, O'Neal, Morrison, Cowan. "NAYS": None. Abstaining: None. Absent: None. Motion Carried.**

Meeting adjourned at 6:57 p.m.

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Kent E. Ewing, Mayor

ATTEST:

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Kathleen J. Welfl, City Clerk



City of Gering, NE

# CLAIMS REPORT

By Vendor Name

Post Dates 11/26/2024 - 12/9/2024  
Payment Dates 11/26/2024 - 12/9/2024

| Description (Payable)                             | Account Name         | Amount          |
|---|----------------------|-----------------|
| <b>Vendor: 998460 - 24/7 FITNESS</b>              |                      |                 |
| Fund: 997 - PAYROLL FUND                          |                      |                 |
| Department: 02 - Liability                        |                      |                 |
| MONTHLY MEMBERSHIP DUES                           | 24/7 FITNESS PAYABLE | 226.00          |
|   |                      | 226.00          |
| <b>Department 02 - Liability Total:</b>           |                      | <b>226.00</b>   |
| <b>Fund 997 - PAYROLL FUND Total:</b>             |                      | <b>226.00</b>   |
| <b>Vendor 998460 - 24/7 FITNESS Total:</b>        |                      | <b>226.00</b>   |
|   |                      |                 |
| <b>Vendor: 998228 - ACUSHNET COMPANY</b>          |                      |                 |
| Fund: 205 - GOLF                                  |                      |                 |
| Department: 06 - Expense                          |                      |                 |
| PRO SHOP MERCHANDISE                              | PRO SHOP MERCHANDISE | -18.75          |
| PRO SHOP MERCHANDISE                              | PRO SHOP MERCHANDISE | 79.66           |
|   |                      | 60.91           |
| <b>Department 06 - Expense Total:</b>             |                      | <b>60.91</b>    |
| <b>Fund 205 - GOLF Total:</b>                     |                      | <b>60.91</b>    |
| <b>Vendor 998228 - ACUSHNET COMPANY Total:</b>    |                      | <b>60.91</b>    |
|   |                      |                 |
| <b>Vendor: 111500 - ALLO COMMUNICATIONS</b>       |                      |                 |
| Fund: 101 - GENERAL                               |                      |                 |
| Department: 10 - Administration                   |                      |                 |
| MONTHLY PHONE AND INTER...                        | PHONE & INTERNET     | 269.28          |
|   |                      | 269.28          |
| <b>Department 10 - Administration Total:</b>      |                      | <b>269.28</b>   |
| Department: 22 - Eng/Bldg Inspection              |                      |                 |
| MONTHLY PHONE AND INTER...                        | PHONE & INTERNET     | 125.72          |
|   |                      | 125.72          |
| <b>Department 22 - Eng/Bldg Inspection Total:</b> |                      | <b>125.72</b>   |
| Department: 31 - Fire                             |                      |                 |
| MONTHLY PHONE AND INTER...                        | PHONE & INTERNET     | 125.38          |
|   |                      | 125.38          |
| <b>Department 31 - Fire Total:</b>                |                      | <b>125.38</b>   |
| Department: 32 - Police                           |                      |                 |
| MONTHLY PHONE AND INTER...                        | PHONE & INTERNET     | 194.06          |
|   |                      | 194.06          |
| <b>Department 32 - Police Total:</b>              |                      | <b>194.06</b>   |
| Department: 34 - Cemetery                         |                      |                 |
| MONTHLY PHONE AND INTER...                        | PHONE & INTERNET     | 90.47           |
|   |                      | 90.47           |
| <b>Department 34 - Cemetery Total:</b>            |                      | <b>90.47</b>    |
| Department: 41 - Pool                             |                      |                 |
| MONTHLY PHONE AND INTER...                        | PHONE & INTERNET     | 29.55           |
|   |                      | 29.55           |
| <b>Department 41 - Pool Total:</b>                |                      | <b>29.55</b>    |
| Department: 42 - Parks                            |                      |                 |
| MONTHLY PHONE AND INTER...                        | PHONE & INTERNET     | 235.22          |
|   |                      | 235.22          |
| <b>Department 42 - Parks Total:</b>               |                      | <b>235.22</b>   |
| Department: 44 - Library                          |                      |                 |
| MONTHLY PHONE AND INTER...                        | PHONE & INTERNET     | 200.81          |
|   |                      | 200.81          |
| <b>Department 44 - Library Total:</b>             |                      | <b>200.81</b>   |
| <b>Fund 101 - GENERAL Total:</b>                  |                      | <b>1,270.49</b> |
|   |                      |                 |
| <b>Fund: 109 - TOURISM</b>                        |                      |                 |
| Department: 06 - Expense                          |                      |                 |
| MONTHLY PHONE AND INTER...                        | PHONE & INTERNET     | 66.78           |
|   |                      | 66.78           |
| <b>Department 06 - Expense Total:</b>             |                      | <b>66.78</b>    |
| <b>Fund 109 - TOURISM Total:</b>                  |                      | <b>66.78</b>    |

CLAIMS REPORT

Post Dates: 11/26/2024 - 12/9/2024 Payment Dates: 11/26/2024 - 12/9/2024

| Description (Payable)                           | Account Name               | Amount  |
|---|----------------------------|---|
| <b>Fund: 110 - RV PARK</b>                      |                            |   |
| <b>Department: 06 - Expense</b>                 |                            |   |
| MONTHLY PHONE AND INTER...                      | PHONE & INTERNET           | 269.51  |
|   |                            | 269.51  |
|   |                            | <b>Department 06 - Expense Total:</b>             |
|   |                            | <b>269.51</b>                                     |
|   |                            | <b>Fund 110 - RV PARK Total:</b>                  |
|   |                            | <b>269.51</b>                                     |
| <br>  |                            |   |
| <b>Fund: 130 - STREETS</b>                      |                            |   |
| <b>Department: 06 - Expense</b>                 |                            |   |
| MONTHLY PHONE AND INTER...                      | PHONE & INTERNET           | 89.36   |
|   |                            | 89.36   |
|   |                            | <b>Department 06 - Expense Total:</b>             |
|   |                            | <b>89.36</b>                                      |
|   |                            | <b>Fund 130 - STREETS Total:</b>                  |
|   |                            | <b>89.36</b>                                      |
| <br>  |                            |   |
| <b>Fund: 201 - ELECTRIC</b>                     |                            |   |
| <b>Department: 06 - Expense</b>                 |                            |   |
| MONTHLY PHONE AND INTER...                      | PHONE & INTERNET           | 248.50  |
|   |                            | 248.50  |
|   |                            | <b>Department 06 - Expense Total:</b>             |
|   |                            | <b>248.50</b>                                     |
|   |                            | <b>Fund 201 - ELECTRIC Total:</b>                 |
|   |                            | <b>248.50</b>                                     |
| <br>  |                            |   |
| <b>Fund: 202 - WATER</b>                        |                            |   |
| <b>Department: 06 - Expense</b>                 |                            |   |
| MONTHLY PHONE AND INTER...                      | PHONE & INTERNET           | 114.03  |
|   |                            | 114.03  |
|   |                            | <b>Department 06 - Expense Total:</b>             |
|   |                            | <b>114.03</b>                                     |
|   |                            | <b>Fund 202 - WATER Total:</b>                    |
|   |                            | <b>114.03</b>                                     |
| <br>  |                            |   |
| <b>Fund: 203 - WASTEWATER</b>                   |                            |   |
| <b>Department: 06 - Expense</b>                 |                            |   |
| MONTHLY PHONE AND INTER...                      | PHONE & INTERNET           | 123.67  |
|   |                            | 123.67  |
|   |                            | <b>Department 06 - Expense Total:</b>             |
|   |                            | <b>123.67</b>                                     |
|   |                            | <b>Fund 203 - WASTEWATER Total:</b>               |
|   |                            | <b>123.67</b>                                     |
| <br>  |                            |   |
| <b>Fund: 204 - SANITATION</b>                   |                            |   |
| <b>Department: 06 - Expense</b>                 |                            |   |
| MONTHLY PHONE AND INTER...                      | PHONE & INTERNET           | 57.12   |
|   |                            | 57.12   |
|   |                            | <b>Department 06 - Expense Total:</b>             |
|   |                            | <b>57.12</b>                                      |
|   |                            | <b>Fund 204 - SANITATION Total:</b>               |
|   |                            | <b>57.12</b>                                      |
| <br>  |                            |   |
| <b>Fund: 205 - GOLF</b>                         |                            |   |
| <b>Department: 06 - Expense</b>                 |                            |   |
| MONTHLY PHONE AND INTER...                      | PHONE & INTERNET           | 382.65  |
|   |                            | 382.65  |
|   |                            | <b>Department 06 - Expense Total:</b>             |
|   |                            | <b>382.65</b>                                     |
|   |                            | <b>Fund 205 - GOLF Total:</b>                     |
|   |                            | <b>382.65</b>                                     |
| <br>  |                            |   |
| <b>Fund: 207 - CIVIC CENTER</b>                 |                            |   |
| <b>Department: 06 - Expense</b>                 |                            |   |
| MONTHLY PHONE AND INTER...                      | PHONE & INTERNET           | 628.90  |
|   |                            | 628.90  |
|   |                            | <b>Department 06 - Expense Total:</b>             |
|   |                            | <b>628.90</b>                                     |
|   |                            | <b>Fund 207 - CIVIC CENTER Total:</b>             |
|   |                            | <b>628.90</b>                                     |
|   |                            | <b>Vendor 111500 - ALLO COMMUNICATIONS Total:</b> |
|   |                            | <b>3,251.01</b>                                   |
| <br>  |                            |   |
| <b>Vendor: 118900 - AMAZON CAPITAL SERVICES</b> |                            |   |
| <b>Fund: 101 - GENERAL</b>                      |                            |   |
| <b>Department: 44 - Library</b>                 |                            |   |
| 1 book-adult services                           | BOOKS                      | 8.85  |
| 17 books-adult services                         | BOOKS                      | 234.54  |
| 1 DVD-adult services NF                         | AV SUPPLIES                | 24.98   |
| Book tape                                       | OFFICE & BUILDING SUPPLIES | 26.58   |
| Acrylic sign holders vert. & hor...             | DEPT OPERATING SUPPLIES    | 51.98   |
|   |                            | 51.98   |
|   |                            | <b>Department 44 - Library Total:</b>             |
|   |                            | <b>346.93</b>                                     |
|   |                            | <b>Fund 101 - GENERAL Total:</b>                  |
|   |                            | <b>346.93</b>                                     |

**CLAIMS REPORT**

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| Description (Payable)                                     | Account Name            | Amount  |
|---|-------------------------|---|
| <b>Fund: 130 - STREETS</b>                                |                         |   |
| <b>Department: 06 - Expense</b>                           |                         |   |
| Wire Brushes for Weedeater                                | DEPT OPERATING SUPPLIES | 91.92   |
|   |                         | Department 06 - Expense Total: 91.92                        |
|   |                         | Fund 130 - STREETS Total: 91.92                             |
| <br><b>Fund: 202 - WATER</b>                              |                         |   |
| <b>Department: 06 - Expense</b>                           |                         |   |
| Carfb for Generator                                       | VEH & EQUIPMENT MAINT   | 36.97   |
| Well gauge  | REPAIRS - WELLS         | 20.09   |
| Printer   | DEPT OPERATING SUPPLIES | 132.78  |
| Printer   | DEPT OPERATING SUPPLIES | 41.98   |
|   |                         | Department 06 - Expense Total: 231.82                       |
|   |                         | Fund 202 - WATER Total: 231.82                              |
| <br><b>Fund: 203 - WASTEWATER</b>                         |                         |   |
| <b>Department: 06 - Expense</b>                           |                         |   |
| Wall calenders  | DEPT OPERATING SUPPLIES | 64.24   |
|   |                         | Department 06 - Expense Total: 64.24                        |
|   |                         | Fund 203 - WASTEWATER Total: 64.24                          |
|   |                         | Vendor 118900 - AMAZON CAPITAL SERVICES Total: 734.91       |
| <br><b>Vendor: 997877 - AMERITAS LIFE INSURANCE COPR.</b> |                         |   |
| <b>Fund: 997 - PAYROLL FUND</b>                           |                         |   |
| <b>Department: 02 - Liability</b>                         |                         |   |
| PAYROLL CLAIMS  | VISION INS PAYABLE      | 616.36  |
|   |                         | Department 02 - Liability Total: 616.36                     |
|   |                         | Fund 997 - PAYROLL FUND Total: 616.36                       |
|   |                         | Vendor 997877 - AMERITAS LIFE INSURANCE COPR. Total: 616.36 |
| <br><b>Vendor: 10253 - ANAALICIA VASQUEZ</b>              |                         |   |
| <b>Fund: 110 - RV PARK</b>                                |                         |   |
| <b>Department: 02 - Liability</b>                         |                         |   |
| ROBIDOUX DEPOSIT REFUND                                   | COMM ROOM DEPOSITS      | 75.00   |
|   |                         | Department 02 - Liability Total: 75.00                      |
|   |                         | Fund 110 - RV PARK Total: 75.00                             |
|   |                         | Vendor 10253 - ANAALICIA VASQUEZ Total: 75.00               |
| <br><b>Vendor: 10412 - ANGEL POOR BEAR</b>                |                         |   |
| <b>Fund: 110 - RV PARK</b>                                |                         |   |
| <b>Department: 02 - Liability</b>                         |                         |   |
| ROBIDOUX RV DEPOSIT                                       | COMM ROOM DEPOSITS      | 75.00   |
|   |                         | Department 02 - Liability Total: 75.00                      |
|   |                         | Fund 110 - RV PARK Total: 75.00                             |
|   |                         | Vendor 10412 - ANGEL POOR BEAR Total: 75.00                 |
| <br><b>Vendor: 999613 - AT&amp;T MOBILITY</b>             |                         |   |
| <b>Fund: 201 - ELECTRIC</b>                               |                         |   |
| <b>Department: 06 - Expense</b>                           |                         |   |
| ON CALL PHONES/TABLETS-P...                               | PHONE & INTERNET        | 166.55  |
|   |                         | Department 06 - Expense Total: 166.55                       |
|   |                         | Fund 201 - ELECTRIC Total: 166.55                           |
| <br><b>Fund: 202 - WATER</b>                              |                         |   |
| <b>Department: 06 - Expense</b>                           |                         |   |
| ON CALL PHONES/TABLETS-P...                               | PHONE & INTERNET        | 126.51  |
|   |                         | Department 06 - Expense Total: 126.51                       |
|   |                         | Fund 202 - WATER Total: 126.51                              |
|   |                         | Vendor 999613 - AT&T MOBILITY Total: 293.06                 |



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| Description (Payable)                                     | Account Name               | Amount  |
|---|----------------------------|---|
| <b>Vendor: 998779 - AXON ENTERPRISE, INC</b>              |                            |   |
| Fund: 101 - GENERAL                                       |                            |   |
| Department: 32 - Police                                   |                            |   |
| INTERVIEW ROOM INSTALL                                    | INTERVIEW ROOM CAMERA L... | 4,701.18  |
|   |                            | <u>4,701.18</u>   |
|   |                            | <b>Department 32 - Police Total:</b>                    |
|   |                            | <b>4,701.18</b>   |
|   |                            | <b>Fund 101 - GENERAL Total:</b>                        |
|   |                            | <b>4,701.18</b>   |
|   |                            | <b>Vendor 998779 - AXON ENTERPRISE, INC Total:</b>      |
|   |                            | <b>4,701.18</b>   |
| <br><b>Vendor: 138650 - BAIRD HOLM LLP</b>                |                            |   |
| Fund: 101 - GENERAL                                       |                            |   |
| Department: 31 - Fire                                     |                            |   |
| FIREFIGHTER PENSION PLAN                                  | LEGAL SERVICES             | 3,019.50  |
|   |                            | <u>3,019.50</u>   |
|   |                            | <b>Department 31 - Fire Total:</b>                      |
|   |                            | <b>3,019.50</b>   |
|   |                            | <b>Fund 101 - GENERAL Total:</b>                        |
|   |                            | <b>3,019.50</b>   |
|   |                            | <b>Vendor 138650 - BAIRD HOLM LLP Total:</b>            |
|   |                            | <b>3,019.50</b>   |
| <br><b>Vendor: 10410 - BEATRICE PUBLIC LIBRARY</b>        |                            |   |
| Fund: 101 - GENERAL                                       |                            |   |
| Department: 44 - Library                                  |                            |   |
| Replacement fee for lost ILL b...                         | DEPT OPERATING SUPPLIES    | 26.91   |
|   |                            | <u>26.91</u>  |
|   |                            | <b>Department 44 - Library Total:</b>                   |
|   |                            | <b>26.91</b>  |
|   |                            | <b>Fund 101 - GENERAL Total:</b>                        |
|   |                            | <b>26.91</b>  |
|   |                            | <b>Vendor 10410 - BEATRICE PUBLIC LIBRARY Total:</b>    |
|   |                            | <b>26.91</b>  |
| <br><b>Vendor: 999209 - BLUFFS FACILITY SOLUTIONS</b>     |                            |   |
| Fund: 207 - CIVIC CENTER                                  |                            |   |
| Department: 06 - Expense                                  |                            |   |
| CLEANING SUPPLIES   | OFFICE & BUILDING SUPPLIES | 414.76  |
| MOP BUCKET/DUSTER   | OFFICE & BUILDING SUPPLIES | 191.54  |
|   |                            | <u>606.30</u>   |
|   |                            | <b>Department 06 - Expense Total:</b>                   |
|   |                            | <b>606.30</b>   |
|   |                            | <b>Fund 207 - CIVIC CENTER Total:</b>                   |
|   |                            | <b>606.30</b>   |
|   |                            | <b>Vendor 999209 - BLUFFS FACILITY SOLUTIONS Total:</b> |
|   |                            | <b>606.30</b>   |
| <br><b>Vendor: 998841 - BORDER STATES INDUSTRIES, INC</b> |                            |   |
| Fund: 101 - GENERAL                                       |                            |   |
| Department: 31 - Fire                                     |                            |   |
| STATION REPAIRS   | VEH & EQUIPMENT MAINT      | 535.40  |
|   |                            | <u>535.40</u>   |
|   |                            | <b>Department 31 - Fire Total:</b>                      |
|   |                            | <b>535.40</b>   |
|   |                            | <b>Fund 101 - GENERAL Total:</b>                        |
|   |                            | <b>535.40</b>   |
| <br><b>Fund: 109 - TOURISM</b>                            |                            |   |
| Department: 06 - Expense                                  |                            |   |
| Electrical parts for the Civic Pl...                      | OFFICE & BUILDING SUPPLIES | 19.76   |
|   |                            | <u>19.76</u>  |
|   |                            | <b>Department 06 - Expense Total:</b>                   |
|   |                            | <b>19.76</b>  |
|   |                            | <b>Fund 109 - TOURISM Total:</b>                        |
|   |                            | <b>19.76</b>  |
| <br><b>Fund: 130 - STREETS</b>                            |                            |   |
| Department: 06 - Expense                                  |                            |   |
| Breaker Box   | BUILDING/GROUND MAINT      | 77.71   |
|   |                            | <u>77.71</u>  |
|   |                            | <b>Department 06 - Expense Total:</b>                   |
|   |                            | <b>77.71</b>  |
|   |                            | <b>Fund 130 - STREETS Total:</b>                        |
|   |                            | <b>77.71</b>  |
| <br><b>Fund: 201 - ELECTRIC</b>                           |                            |   |
| Department: 01 - Asset                                    |                            |   |
| bolts-tape  | INVENTORY                  | 815.93  |
|   |                            | <u>815.93</u>   |
|   |                            | <b>Department 01 - Asset Total:</b>                     |
|   |                            | <b>815.93</b>   |
| <br><b>Department: 06 - Expense</b>                       |                            |   |
| lights  | BUILDING/GROUND MAINT      | 429.62  |
| breaker bos   | BUILDING/GROUND MAINT      | 390.22  |

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| Description (Payable)                                | Account Name                   | Amount  |
|--|--------------------------------|---|
| wire   | BUILDING/GROUND MAINT          | 95.32   |
|  |                                | Department 06 - Expense Total: 915.16                         |
|  |                                | Fund 201 - ELECTRIC Total: 1,731.09                           |
|  |                                | Vendor 998841 - BORDER STATES INDUSTRIES, INC Total: 2,363.96 |
| <br>   |                                |   |
| <b>Vendor: 490195 - BRETHOURS HONEYWAGON EXPRESS</b> |                                |   |
| Fund: 207 - CIVIC CENTER                             |                                |   |
| Department: 06 - Expense                             |                                |   |
| GREASE TRAP CLEANING                                 | BUILDING/GROUNDS MAINT         | 200.00  |
|  |                                | Department 06 - Expense Total: 200.00                         |
|  |                                | Fund 207 - CIVIC CENTER Total: 200.00                         |
|  |                                | Vendor 490195 - BRETHOURS HONEYWAGON EXPRESS Total: 200.00    |
| <br>   |                                |   |
| <b>Vendor: 200100 - BRODART CO.</b>                  |                                |   |
| Fund: 101 - GENERAL                                  |                                |   |
| Department: 44 - Library                             |                                |   |
| Date Due Panels                                      | DEPT OPERATING SUPPLIES        | 177.32  |
|  |                                | Department 44 - Library Total: 177.32                         |
|  |                                | Fund 101 - GENERAL Total: 177.32                              |
|  |                                | Vendor 200100 - BRODART CO. Total: 177.32                     |
| <br>   |                                |   |
| <b>Vendor: 10313 - CAMPSPOT</b>                      |                                |   |
| Fund: 110 - RV PARK                                  |                                |   |
| Department: 06 - Expense                             |                                |   |
| ONLINE BOOKING FEES - OCT...                         | OTHER PROFESSIONAL SERVIC...   | 599.92  |
|  |                                | Department 06 - Expense Total: 599.92                         |
|  |                                | Fund 110 - RV PARK Total: 599.92                              |
|  |                                | Vendor 10313 - CAMPSPOT Total: 599.92                         |
| <br>   |                                |   |
| <b>Vendor: 396325 - CENGAGE LEARNING/GAGE</b>        |                                |   |
| Fund: 101 - GENERAL                                  |                                |   |
| Department: 44 - Library                             |                                |   |
| 1 book-adult services LP                             | BOOKS                          | 30.39   |
|  |                                | Department 44 - Library Total: 30.39                          |
|  |                                | Fund 101 - GENERAL Total: 30.39                               |
|  |                                | Vendor 396325 - CENGAGE LEARNING/GAGE Total: 30.39            |
| <br>   |                                |   |
| <b>Vendor: 252625 - CITY OF GERING</b>               |                                |   |
| Fund: 204 - SANITATION                               |                                |   |
| Department: 01 - Asset                               |                                |   |
| GERING/SCB SINKING FUND                              | CASH - JOINT LANDFILL SINKI... | 20,742.53   |
|  |                                | Department 01 - Asset Total: 20,742.53                        |
|  |                                | Fund 204 - SANITATION Total: 20,742.53                        |
|  |                                | Vendor 252625 - CITY OF GERING Total: 20,742.53               |
| <br>   |                                |   |
| <b>Vendor: 10286 - COLUMN SOFTWARE, PBC</b>          |                                |   |
| Fund: 101 - GENERAL                                  |                                |   |
| Department: 10 - Administration                      |                                |   |
| CONDENSED MINUTES 11/12/...                          | PUBLICATIONS                   | 157.62  |
| RECEIPTS & EXPENDITURES FY...                        | PUBLICATIONS                   | 37.09   |
|  |                                | Department 10 - Administration Total: 194.71                  |
| Department: 22 - Eng/Bldg Inspection                 |                                |   |
| ORIGINAL INVOICE WAS VOID...                         | OTHER PROFESSIONAL SERVIC...   | -26.72  |
|  |                                | Department 22 - Eng/Bldg Inspection Total: -26.72             |
| Department: 42 - Parks                               |                                |   |
| PARK BOARD MEETING                                   | OTHER PROFESSIONAL SERVIC...   | 14.18   |
|  |                                | Department 42 - Parks Total: 14.18                            |

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| Description (Payable)  | Account Name               | Amount          |
|--|----------------------------|-----------------|
| <b>Department: 44 - Library</b>                              |                            |                 |
| LIBRARY REQUEST FOR QUALIF..OTHER PROFESSIONAL SERVIC...     |                            | 77.54           |
| <b>Department 44 - Library Total:</b>                        |                            | <b>77.54</b>    |
| <b>Fund 101 - GENERAL Total:</b>                             |                            | <b>259.71</b>   |
| <b>Vendor 10286 - COLUMN SOFTWARE, PBC Total:</b>            |                            | <b>259.71</b>   |
| <br><b>Vendor: 272450 - CONNECTING POINT</b>                 |                            |                 |
| <b>Fund: 207 - CIVIC CENTER</b>                              |                            |                 |
| <b>Department: 06 - Expense</b>                              |                            |                 |
| COPIER COUNTS  | OFFICE & BUILDING SUPPLIES | 15.35           |
| <b>Department 06 - Expense Total:</b>                        |                            | <b>15.35</b>    |
| <b>Fund 207 - CIVIC CENTER Total:</b>                        |                            | <b>15.35</b>    |
| <b>Vendor 272450 - CONNECTING POINT Total:</b>               |                            | <b>15.35</b>    |
| <br><b>Vendor: 343200 - CURTIS A. ECKMAN</b>                 |                            |                 |
| <b>Fund: 204 - SANITATION</b>                                |                            |                 |
| <b>Department: 06 - Expense</b>                              |                            |                 |
| BOOT REIMBURSEMENT   | SAFETY                     | 300.00          |
| <b>Department 06 - Expense Total:</b>                        |                            | <b>300.00</b>   |
| <b>Fund 204 - SANITATION Total:</b>                          |                            | <b>300.00</b>   |
| <b>Vendor 343200 - CURTIS A. ECKMAN Total:</b>               |                            | <b>300.00</b>   |
| <br><b>Vendor: 377800 - DEARBORN LIFE INSURANCE COMPAN</b>   |                            |                 |
| <b>Fund: 101 - GENERAL</b>                                   |                            |                 |
| <b>Department: 31 - Fire</b>                                 |                            |                 |
| Vol FF Life Insurance  | VOLUNTEER BENEFITS         | 120.40          |
| <b>Department 31 - Fire Total:</b>                           |                            | <b>120.40</b>   |
| <b>Fund 101 - GENERAL Total:</b>                             |                            | <b>120.40</b>   |
| <b>Vendor 377800 - DEARBORN LIFE INSURANCE COMPAN Total:</b> |                            | <b>120.40</b>   |
| <br><b>Vendor: 997120 - DOOLEY OIL</b>                       |                            |                 |
| <b>Fund: 203 - WASTEWATER</b>                                |                            |                 |
| <b>Department: 06 - Expense</b>                              |                            |                 |
| Methanol   | VEH & EQUIPMENT MAINT      | 42.40           |
| <b>Department 06 - Expense Total:</b>                        |                            | <b>42.40</b>    |
| <b>Fund 203 - WASTEWATER Total:</b>                          |                            | <b>42.40</b>    |
| <b>Vendor 997120 - DOOLEY OIL Total:</b>                     |                            | <b>42.40</b>    |
| <br><b>Vendor: 337880 - DUTTON-LAINSON COMPANY</b>           |                            |                 |
| <b>Fund: 201 - ELECTRIC</b>                                  |                            |                 |
| <b>Department: 01 - Asset</b>                                |                            |                 |
| lugs   | INVENTORY                  | 15.55           |
| terminators  | INVENTORY                  | 1,501.67        |
| <b>Department 01 - Asset Total:</b>                          |                            | <b>1,517.22</b> |
| <b>Fund 201 - ELECTRIC Total:</b>                            |                            | <b>1,517.22</b> |
| <b>Vendor 337880 - DUTTON-LAINSON COMPANY Total:</b>         |                            | <b>1,517.22</b> |
| <br><b>Vendor: 999002 - EAKES INC</b>                        |                            |                 |
| <b>Fund: 101 - GENERAL</b>                                   |                            |                 |
| <b>Department: 32 - Police</b>                               |                            |                 |
| SHARPIE MARKERS  | OFFICE & BUILDING SUPPLIES | 13.49           |
| <b>Department 32 - Police Total:</b>                         |                            | <b>13.49</b>    |
| <b>Fund 101 - GENERAL Total:</b>                             |                            | <b>13.49</b>    |
| <b>Vendor 999002 - EAKES INC Total:</b>                      |                            | <b>13.49</b>    |

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| Description (Payable)                                    | Account Name            | Amount   |
|--|-------------------------|--|
| <b>Vendor: 999057 - ELITE TOTAL FITNESS</b>              |                         |  |
| Fund: 997 - PAYROLL FUND                                 |                         |  |
| Department: 02 - Liability                               |                         |  |
| MONTHLY MEMBERSHIP DUES                                  | ELITE HEALTH PAYABLE    | 210.50   |
|  |                         | Department 02 - Liability Total: 210.50                      |
|  |                         | Fund 997 - PAYROLL FUND Total: 210.50                        |
|  |                         | Vendor 999057 - ELITE TOTAL FITNESS Total: 210.50            |
| <br><b>Vendor: 997265 - ERIC REICHERT CONSTRUCTION</b>   |                         |  |
| Fund: 160 - SPECIAL PROJECTS                             |                         |  |
| Department: 06 - Expense                                 |                         |  |
| RAW WATER TERMINAL STOR...                               | GRANT EXPENSE           | 130,444.99   |
|  |                         | Department 06 - Expense Total: 130,444.99                    |
|  |                         | Fund 160 - SPECIAL PROJECTS Total: 130,444.99                |
|  |                         | Vendor 997265 - ERIC REICHERT CONSTRUCTION Total: 130,444.99 |
| <br><b>Vendor: 10028 - ESI</b>                           |                         |  |
| Fund: 202 - WATER  |                         |  |
| Department: 06 - Expense                                 |                         |  |
| Clay Val training  | REPAIRS - WELLS         | 1,373.53   |
|  |                         | Department 06 - Expense Total: 1,373.53                      |
|  |                         | Fund 202 - WATER Total: 1,373.53                             |
|  |                         | Vendor 10028 - ESI Total: 1,373.53                           |
| <br><b>Vendor: 363755 - FASTENAL COMPANY</b>             |                         |  |
| Fund: 201 - ELECTRIC                                     |                         |  |
| Department: 06 - Expense                                 |                         |  |
| gloves-eyewear   | DEPT OPERATING SUPPLIES | 195.45   |
|  |                         | Department 06 - Expense Total: 195.45                        |
|  |                         | Fund 201 - ELECTRIC Total: 195.45                            |
|  |                         | Vendor 363755 - FASTENAL COMPANY Total: 195.45               |
| <br><b>Vendor: 363850 - FAT BOYS TIRE &amp; AUTO</b>     |                         |  |
| Fund: 101 - GENERAL                                      |                         |  |
| Department: 32 - Police                                  |                         |  |
| PATROL CAR TIRES   | VEH & EQUIP MAINTANCE   | 734.60   |
|  |                         | Department 32 - Police Total: 734.60                         |
|  |                         | Fund 101 - GENERAL Total: 734.60                             |
| <br>Fund: 130 - STREETS                                  |                         |  |
| Department: 06 - Expense                                 |                         |  |
| Truck Tire Repair  | VEH & EQUIPMENT MAINT   | 56.65  |
|  |                         | Department 06 - Expense Total: 56.65                         |
|  |                         | Fund 130 - STREETS Total: 56.65                              |
|  |                         | Vendor 363850 - FAT BOYS TIRE & AUTO Total: 791.25           |
| <br><b>Vendor: 998632 - FIRST NATIONAL BANK OF OMAHA</b> |                         |  |
| Fund: 997 - PAYROLL FUND                                 |                         |  |
| Department: 02 - Liability                               |                         |  |
| PAYROLL CLAIMS   | HSA PAYABLE             | 8,722.41   |
|  |                         | Department 02 - Liability Total: 8,722.41                    |
|  |                         | Fund 997 - PAYROLL FUND Total: 8,722.41                      |
|  |                         | Vendor 998632 - FIRST NATIONAL BANK OF OMAHA Total: 8,722.41 |

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| Description (Payable)                                      | Account Name              | Amount  |
|--|---------------------------|---|
| <b>Vendor: 998633 - FIRST NATIONAL BANK OMAHA - POLICE</b> |                           |   |
| Fund: 997 - PAYROLL FUND                                   |                           |   |
| Department: 02 - Liability                                 |                           |   |
| PAYROLL CLAIMS   | POLICE UNION DUES PAYABLE | 618.00  |
|  |                           | <u>618.00</u>   |
|  |                           | <b>Department 02 - Liability Total: 618.00</b>                          |
|  |                           | <u>618.00</u>   |
|  |                           | <b>Fund 997 - PAYROLL FUND Total: 618.00</b>                            |
|  |                           | <u>618.00</u>   |
|  |                           | <b>Vendor 998633 - FIRST NATIONAL BANK OMAHA - POLICE Total: 618.00</b> |
| <br>   |                           |   |
| <b>Vendor: 374900 - FLOYD'S TRUCK CENTER, INC.</b>         |                           |   |
| Fund: 204 - SANITATION                                     |                           |   |
| Department: 06 - Expense                                   |                           |   |
| 2 LED LIGHT AND HARNESSSES.                                | COLLECTIONS EQUIP MAINT   | 93.90   |
| 2 AXLE GASKET SETS.  | COLLECTIONS EQUIP MAINT   | 6.42  |
|  |                           | <u>100.32</u>   |
|  |                           | <b>Department 06 - Expense Total: 100.32</b>                            |
|  |                           | <u>100.32</u>   |
|  |                           | <b>Fund 204 - SANITATION Total: 100.32</b>                              |
|  |                           | <u>100.32</u>   |
|  |                           | <b>Vendor 374900 - FLOYD'S TRUCK CENTER, INC. Total: 100.32</b>         |
| <br>   |                           |   |
| <b>Vendor: 998694 - FRANK PARTS COMPANY</b>                |                           |   |
| Fund: 101 - GENERAL  |                           |   |
| Department: 42 - Parks                                     |                           |   |
| MOTOR OIL/MATS   | VEH & EQUIPMENT MAINT     | 318.41  |
|  |                           | <u>318.41</u>   |
|  |                           | <b>Department 42 - Parks Total: 318.41</b>                              |
|  |                           | <u>318.41</u>   |
|  |                           | <b>Fund 101 - GENERAL Total: 318.41</b>                                 |
| <br>   |                           |   |
| <b>Fund: 202 - WATER</b>                                   |                           |   |
| Department: 06 - Expense                                   |                           |   |
| Shop drill press   | DEPT OPERATING SUPPLIES   | 16.42   |
| Valve turner skid  | VEH & EQUIPMENT MAINT     | 15.24   |
| Shop supplies  | VEH & EQUIPMENT MAINT     | 15.70   |
|  |                           | <u>47.36</u>  |
|  |                           | <b>Department 06 - Expense Total: 47.36</b>                             |
|  |                           | <u>47.36</u>  |
|  |                           | <b>Fund 202 - WATER Total: 47.36</b>                                    |
| <br>   |                           |   |
| <b>Fund: 204 - SANITATION</b>                              |                           |   |
| Department: 06 - Expense                                   |                           |   |
| OIL AND FILTER AND AIR BLO...                              | DEPT OPERATING SUPPLIES   | 93.33   |
| WINDSHIELD WIPERS FOR 202...                               | DEPT OPERATING SUPPLIES   | 18.18   |
|  |                           | <u>111.51</u>   |
|  |                           | <b>Department 06 - Expense Total: 111.51</b>                            |
|  |                           | <u>111.51</u>   |
|  |                           | <b>Fund 204 - SANITATION Total: 111.51</b>                              |
| <br>   |                           |   |
| <b>Fund: 205 - GOLF</b>                                    |                           |   |
| Department: 06 - Expense                                   |                           |   |
| BRAKE PARTS CLEANER/SHOP ...                               | GOLF EQUIPMENT REPAIR     | 86.00   |
|  |                           | <u>86.00</u>  |
|  |                           | <b>Department 06 - Expense Total: 86.00</b>                             |
|  |                           | <u>86.00</u>  |
|  |                           | <b>Fund 205 - GOLF Total: 86.00</b>                                     |
|  |                           | <u>86.00</u>  |
|  |                           | <b>Vendor 998694 - FRANK PARTS COMPANY Total: 563.28</b>                |
| <br>   |                           |   |
| <b>Vendor: 391600 - FYR-TEK, INC.</b>                      |                           |   |
| Fund: 101 - GENERAL  |                           |   |
| Department: 31 - Fire                                      |                           |   |
| hose swivel part   | DEPT OPERATING SUPPLIES   | 199.50  |
|  |                           | <u>199.50</u>   |
|  |                           | <b>Department 31 - Fire Total: 199.50</b>                               |
|  |                           | <u>199.50</u>   |
|  |                           | <b>Fund 101 - GENERAL Total: 199.50</b>                                 |
| <br>   |                           |   |
| <b>Fund: 114 - PUBLIC SAFETY</b>                           |                           |   |
| Department: 31 - Fire                                      |                           |   |
| firefighting hose  | DEPT OPERATING SUPPLIES   | 1,795.95  |
|  |                           | <u>1,795.95</u>   |
|  |                           | <b>Department 31 - Fire Total: 1,795.95</b>                             |
|  |                           | <u>1,795.95</u>   |
|  |                           | <b>Fund 114 - PUBLIC SAFETY Total: 1,795.95</b>                         |
|  |                           | <u>1,795.95</u>   |
|  |                           | <b>Vendor 391600 - FYR-TEK, INC. Total: 1,995.45</b>                    |

CLAIMS REPORT

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| Description (Payable)  | Account Name                | Amount   |
|--|-----------------------------|--|
| <b>Vendor: 403560 - GENERAL TRAFFIC CONTROLS, INC.</b>       |                             |  |
| Fund: 201 - ELECTRIC   |                             |  |
| Department: 01 - Asset                                       |                             |  |
| led light  | INVENTORY                   | 171.00   |
|  |                             | <b>Department 01 - Asset Total:</b>                          |
|  |                             | <b>171.00</b>  |
| Department: 06 - Expense                                     |                             |  |
| signal upgrade   | TRAFFIC CONTROL SIGNALS     | 11,630.00  |
|  |                             | <b>Department 06 - Expense Total:</b>                        |
|  |                             | <b>11,630.00</b>   |
|  |                             | <b>Fund 201 - ELECTRIC Total:</b>                            |
|  |                             | <b>11,801.00</b>   |
|  |                             | <b>Vendor 403560 - GENERAL TRAFFIC CONTROLS, INC. Total:</b> |
|  |                             | <b>11,801.00</b>   |
| <br><b>Vendor: 999657 - GEORGE MIRAMONTES</b>                |                             |  |
| Fund: 202 - WATER  |                             |  |
| Department: 06 - Expense                                     |                             |  |
| Boots  | SAFETY SUPPLIES & UNIFORMS  | 300.00   |
|  |                             | <b>Department 06 - Expense Total:</b>                        |
|  |                             | <b>300.00</b>  |
|  |                             | <b>Fund 202 - WATER Total:</b>                               |
|  |                             | <b>300.00</b>  |
|  |                             | <b>Vendor 999657 - GEORGE MIRAMONTES Total:</b>              |
|  |                             | <b>300.00</b>  |
| <br><b>Vendor: 10199 - GOLDSTAR PRODUCTS INC</b>             |                             |  |
| Fund: 130 - STREETS  |                             |  |
| Department: 06 - Expense                                     |                             |  |
| Asphalt Patch  | STREET MAINTENANCE & REP... | 787.70   |
|  |                             | <b>Department 06 - Expense Total:</b>                        |
|  |                             | <b>787.70</b>  |
|  |                             | <b>Fund 130 - STREETS Total:</b>                             |
|  |                             | <b>787.70</b>  |
|  |                             | <b>Vendor 10199 - GOLDSTAR PRODUCTS INC Total:</b>           |
|  |                             | <b>787.70</b>  |
| <br><b>Vendor: 450050 - HARBOR FREIGHT TOOLS</b>             |                             |  |
| Fund: 201 - ELECTRIC   |                             |  |
| Department: 06 - Expense                                     |                             |  |
| tools  | DEPT OPERATING SUPPLIES     | 38.50  |
|  |                             | <b>Department 06 - Expense Total:</b>                        |
|  |                             | <b>38.50</b>   |
|  |                             | <b>Fund 201 - ELECTRIC Total:</b>                            |
|  |                             | <b>38.50</b>   |
|  |                             | <b>Vendor 450050 - HARBOR FREIGHT TOOLS Total:</b>           |
|  |                             | <b>38.50</b>   |
| <br><b>Vendor: 10057 - HEALTHBREAK, INC.</b>                 |                             |  |
| Fund: 800 - HEALTH INSURANCE                                 |                             |  |
| Department: 06 - Expense                                     |                             |  |
| WELLNESS PLAN ADMINISTRA...                                  | WELLNESS                    | 625.00   |
|  |                             | <b>Department 06 - Expense Total:</b>                        |
|  |                             | <b>625.00</b>  |
|  |                             | <b>Fund 800 - HEALTH INSURANCE Total:</b>                    |
|  |                             | <b>625.00</b>  |
|  |                             | <b>Vendor 10057 - HEALTHBREAK, INC. Total:</b>               |
|  |                             | <b>625.00</b>  |
| <br><b>Vendor: 510400 - IDEAL LAUNDRY AND CLEANERS, INC.</b> |                             |  |
| Fund: 101 - GENERAL  |                             |  |
| Department: 10 - Administration                              |                             |  |
| MATS - CITY HALL   | BUILDING/GROUND MAINT       | 68.16  |
|  |                             | <b>Department 10 - Administration Total:</b>                 |
|  |                             | <b>68.16</b>   |
| Department: 32 - Police                                      |                             |  |
| RUG CLEANING   | BUILDING/GROUND MAINT       | 54.83  |
|  |                             | <b>Department 32 - Police Total:</b>                         |
|  |                             | <b>54.83</b>   |
|  |                             | <b>Fund 101 - GENERAL Total:</b>                             |
|  |                             | <b>122.99</b>  |
| Fund: 201 - ELECTRIC   |                             |  |
| Department: 06 - Expense                                     |                             |  |
| mats-mops towels   | BUILDING/GROUND MAINT       | 140.67   |
|  |                             | <b>Department 06 - Expense Total:</b>                        |
|  |                             | <b>140.67</b>  |
|  |                             | <b>Fund 201 - ELECTRIC Total:</b>                            |
|  |                             | <b>140.67</b>  |

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|--|----------------------------|---|
| <b>Fund: 205 - GOLF</b>                          |                            |   |
| <b>Department: 06 - Expense</b>                  |                            |   |
| MATS   | BUILDING/GROUND MAINT      | 20.19   |
|  |                            | <b>Department 06 - Expense Total: 20.19</b>                           |
|  |                            | <b>Fund 205 - GOLF Total: 20.19</b>                                   |
| <br>   |                            |   |
| <b>Fund: 207 - CIVIC CENTER</b>                  |                            |   |
| <b>Department: 06 - Expense</b>                  |                            |   |
| LINENS   | DEPT OPERATING SUPPLIES    | 69.92   |
| LINENS   | DEPT OPERATING SUPPLIES    | 646.08  |
|  |                            | <b>Department 06 - Expense Total: 716.00</b>                          |
|  |                            | <b>Fund 207 - CIVIC CENTER Total: 716.00</b>                          |
|  |                            | <b>Vendor 510400 - IDEAL LAUNDRY AND CLEANERS, INC. Total: 999.85</b> |
| <br>   |                            |   |
| <b>Vendor: 998734 - INDOFF INCORPORATED</b>      |                            |   |
| <b>Fund: 204 - SANITATION</b>                    |                            |   |
| <b>Department: 06 - Expense</b>                  |                            |   |
| PRINTER TONER                                    | OFFICE & BUILDING SUPPLIES | 155.99  |
|  |                            | <b>Department 06 - Expense Total: 155.99</b>                          |
|  |                            | <b>Fund 204 - SANITATION Total: 155.99</b>                            |
|  |                            | <b>Vendor 998734 - INDOFF INCORPORATED Total: 155.99</b>              |
| <br>   |                            |   |
| <b>Vendor: 512270 - INGRAM LIBRARY SERVICES</b>  |                            |   |
| <b>Fund: 101 - GENERAL</b>                       |                            |   |
| <b>Department: 44 - Library</b>                  |                            |   |
| 13 books-adult services NF                       | BOOKS                      | 240.11  |
| 36 books-adult services NF                       | BOOKS                      | 442.52  |
| 2 books-adult services                           | BOOKS                      | 40.58   |
| 1 book-adult services NF                         | BOOKS                      | 13.68   |
| 2 books-youth services                           | BOOKS                      | 28.46   |
| 1 book-youth services                            | BOOKS                      | 24.34   |
|  |                            | <b>Department 44 - Library Total: 789.69</b>                          |
|  |                            | <b>Fund 101 - GENERAL Total: 789.69</b>                               |
|  |                            | <b>Vendor 512270 - INGRAM LIBRARY SERVICES Total: 789.69</b>          |
| <br>   |                            |   |
| <b>Vendor: 512618 - INTERNAL REVENUE SERVICE</b> |                            |   |
| <b>Fund: 997 - PAYROLL FUND</b>                  |                            |   |
| <b>Department: 02 - Liability</b>                |                            |   |
| 941 Deposit                                      | FICA PAYABLE               | 27,306.12   |
| 941 Deposit                                      | FEDERAL W/H PAYABLE        | 17,314.61   |
| 941 Deposit                                      | FICA PAYABLE               | 6,495.38  |
|  |                            | <b>Department 02 - Liability Total: 51,116.11</b>                     |
|  |                            | <b>Fund 997 - PAYROLL FUND Total: 51,116.11</b>                       |
|  |                            | <b>Vendor 512618 - INTERNAL REVENUE SERVICE Total: 51,116.11</b>      |
| <br>   |                            |   |
| <b>Vendor: 996536 - INTRALINKS, INC.</b>         |                            |   |
| <b>Fund: 101 - GENERAL</b>                       |                            |   |
| <b>Department: 10 - Administration</b>           |                            |   |
| BLOCK PURCHASE-SERVICE C...                      | IT SUPPORT                 | 496.00  |
| BLOCK PURCHASE-SERVICE C...                      | IT SUPPORT                 | 246.40  |
| MICROSOFT 365 RENEWAL                            | IT SUPPORT                 | 180.00  |
| DATTO BACKUP                                     | IT SUPPORT                 | 900.00  |
|  |                            | <b>Department 10 - Administration Total: 1,822.40</b>                 |
| <b>Department: 22 - Eng/Bldg Inspection</b>      |                            |   |
| BLOCK PURCHASE-SERVICE C...                      | IT SUPPORT                 | 124.00  |
| BLOCK PURCHASE-SERVICE C...                      | IT SUPPORT                 | 61.60   |
|  |                            | <b>Department 22 - Eng/Bldg Inspection Total: 185.60</b>              |
| <b>Department: 31 - Fire</b>                     |                            |   |
| BLOCK PURCHASE-SERVICE C...                      | IT SUPPORT                 | 77.50   |

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|------------------------------------|----------------------------|---|
| BLOCK PURCHASE-SERVICE C...        | IT SUPPORT                 | 38.50   |
|                                    |                            | <b>Department 31 - Fire Total: 116.00</b>     |
| <b>Department: 32 - Police</b>     |                            |   |
| IT SERVICES                        | IT SUPPORT                 | 1,020.00                                      |
| IT SERVICES                        | IT SUPPORT                 | 550.00  |
|                                    |                            | <b>Department 32 - Police Total: 1,570.00</b> |
| <b>Department: 34 - Cemetery</b>   |                            |   |
| BLOCK PURCHASE-SERVICE C...        | IT SUPPORT                 | 31.00   |
| BLOCK PURCHASE-SERVICE C...        | IT SUPPORT                 | 15.40   |
|                                    |                            | <b>Department 34 - Cemetery Total: 46.40</b>  |
| <b>Department: 42 - Parks</b>      |                            |   |
| FACEPLATE 3 PORTS/CAT 6 JA...      | OFFICE & BUILDING SUPPLIES | 13.48   |
| BLOCK PURCHASE-SERVICE C...        | IT SUPPORT                 | 31.00   |
| BLOCK PURCHASE-SERVICE C...        | IT SUPPORT                 | 15.40   |
|                                    |                            | <b>Department 42 - Parks Total: 59.88</b>     |
| <b>Department: 44 - Library</b>    |                            |   |
| Monthly Block Contract for IT ...  | IT SUPPORT                 | 550.00  |
| Extra IT support hrs outside of... | IT SUPPORT                 | 55.00   |
| Datto Alto monthly IT backup ...   | IT SUPPORT                 | 119.00  |
|                                    |                            | <b>Department 44 - Library Total: 724.00</b>  |
|                                    |                            | <b>Fund 101 - GENERAL Total: 4,524.28</b>     |
| <b>Fund: 109 - TOURISM</b>         |                            |   |
| <b>Department: 06 - Expense</b>    |                            |   |
| BLOCK PURCHASE-SERVICE C...        | GVB EQUIPMENT MAINT        | 31.00   |
| BLOCK PURCHASE-SERVICE C...        | GVB EQUIPMENT MAINT        | 15.40   |
|                                    |                            | <b>Department 06 - Expense Total: 46.40</b>   |
|                                    |                            | <b>Fund 109 - TOURISM Total: 46.40</b>        |
| <b>Fund: 110 - RV PARK</b>         |                            |   |
| <b>Department: 06 - Expense</b>    |                            |   |
| BLOCK PURCHASE-SERVICE C...        | IT SUPPORT                 | 31.00   |
| BLOCK PURCHASE-SERVICE C...        | IT SUPPORT                 | 15.40   |
|                                    |                            | <b>Department 06 - Expense Total: 46.40</b>   |
|                                    |                            | <b>Fund 110 - RV PARK Total: 46.40</b>        |
| <b>Fund: 130 - STREETS</b>         |                            |   |
| <b>Department: 06 - Expense</b>    |                            |   |
| BLOCK PURCHASE-SERVICE C...        | IT SUPPORT                 | 108.50  |
| BLOCK PURCHASE-SERVICE C...        | IT SUPPORT                 | 53.90   |
|                                    |                            | <b>Department 06 - Expense Total: 162.40</b>  |
|                                    |                            | <b>Fund 130 - STREETS Total: 162.40</b>       |
| <b>Fund: 201 - ELECTRIC</b>        |                            |   |
| <b>Department: 06 - Expense</b>    |                            |   |
| BLOCK PURCHASE-SERVICE C...        | IT SUPPORT                 | 77.50   |
| BLOCK PURCHASE-SERVICE C...        | IT SUPPORT                 | 38.50   |
| DATTO BACKUP                       | IT SUPPORT                 | 59.50   |
|                                    |                            | <b>Department 06 - Expense Total: 175.50</b>  |
|                                    |                            | <b>Fund 201 - ELECTRIC Total: 175.50</b>      |
| <b>Fund: 202 - WATER</b>           |                            |   |
| <b>Department: 06 - Expense</b>    |                            |   |
| BLOCK PURCHASE-SERVICE C...        | IT SUPPORT                 | 77.50   |
| BLOCK PURCHASE-SERVICE C...        | IT SUPPORT                 | 38.50   |
|                                    |                            | <b>Department 06 - Expense Total: 116.00</b>  |
|                                    |                            | <b>Fund 202 - WATER Total: 116.00</b>         |
| <b>Fund: 203 - WASTEWATER</b>      |                            |   |
| <b>Department: 06 - Expense</b>    |                            |   |
| BLOCK PURCHASE-SERVICE C...        | IT SUPPORT                 | 77.50   |



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|---|------------------------|--|
| BLOCK PURCHASE-SERVICE C...                           | IT SUPPORT             | 38.50  |
| DATTO BACKUP  | IT SUPPORT             | 59.50  |
|   |                        | 59.50  |
|   |                        | <b>Department 06 - Expense Total: 175.50</b>     |
|   |                        | <b>Fund 203 - WASTEWATER Total: 175.50</b>       |
| <br>  |                        |  |
| <b>Fund: 204 - SANITATION</b>                         |                        |  |
| <b>Department: 06 - Expense</b>                       |                        |  |
| BLOCK PURCHASE-SERVICE C...                           | IT SUPPORT             | 232.50   |
| BLOCK PURCHASE-SERVICE C...                           | IT SUPPORT             | 115.50   |
|   |                        | 115.50   |
|   |                        | <b>Department 06 - Expense Total: 348.00</b>     |
|   |                        | <b>Fund 204 - SANITATION Total: 348.00</b>       |
| <br>  |                        |  |
| <b>Fund: 205 - GOLF</b>                               |                        |  |
| <b>Department: 06 - Expense</b>                       |                        |  |
| BLOCK PURCHASE-SERVICE C...                           | IT SUPPORT             | 77.50  |
| BLOCK PURCHASE-SERVICE C...                           | IT SUPPORT             | 38.50  |
|   |                        | 38.50  |
|   |                        | <b>Department 06 - Expense Total: 116.00</b>     |
|   |                        | <b>Fund 205 - GOLF Total: 116.00</b>             |
| <br>  |                        |  |
| <b>Fund: 207 - CIVIC CENTER</b>                       |                        |  |
| <b>Department: 06 - Expense</b>                       |                        |  |
| BLOCK PURCHASE-SERVICE C...                           | IT SUPPORT             | 77.50  |
| BLOCK PURCHASE-SERVICE C...                           | IT SUPPORT             | 38.50  |
|   |                        | 38.50  |
|   |                        | <b>Department 06 - Expense Total: 116.00</b>     |
|   |                        | <b>Fund 207 - CIVIC CENTER Total: 116.00</b>     |
| <br>  |                        |  |
| <b>Vendor: 996536 - INTRALINKS, INC. Total:</b>       |                        | <b>5,826.48</b>                                  |
| <br>  |                        |  |
| <b>Vendor: 996492 - IRBY TOOL &amp; SAFETY</b>        |                        |  |
| <b>Fund: 201 - ELECTRIC</b>                           |                        |  |
| <b>Department: 01 - Asset</b>                         |                        |  |
| cleis   | INVENTORY              | 172.65   |
| switch  | INVENTORY              | 1,585.63   |
|   |                        | 1,585.63   |
|   |                        | <b>Department 01 - Asset Total: 1,758.28</b>     |
|   |                        | <b>Fund 201 - ELECTRIC Total: 1,758.28</b>       |
| <b>Vendor 996492 - IRBY TOOL &amp; SAFETY Total:</b>  |                        | <b>1,758.28</b>                                  |
| <br>  |                        |  |
| <b>Vendor: 517700 - JAMES JACKSON</b>                 |                        |  |
| <b>Fund: 101 - GENERAL</b>                            |                        |  |
| <b>Department: 32 - Police</b>                        |                        |  |
| PER DIEM MEAL REIMBURSE...                            | TRAINING & CONFERENCES | 95.00  |
|   |                        | 95.00  |
|   |                        | <b>Department 32 - Police Total: 95.00</b>       |
|   |                        | <b>Fund 101 - GENERAL Total: 95.00</b>           |
| <b>Vendor 517700 - JAMES JACKSON Total:</b>           |                        | <b>95.00</b>                                     |
| <br>  |                        |  |
| <b>Vendor: 999393 - JOHN HANCOCK USA FIRE</b>         |                        |  |
| <b>Fund: 997 - PAYROLL FUND</b>                       |                        |  |
| <b>Department: 02 - Liability</b>                     |                        |  |
| PAYROLL CLAIMS  | PENSION PAYABLE        | 873.56   |
|   |                        | 873.56   |
|   |                        | <b>Department 02 - Liability Total: 873.56</b>   |
|   |                        | <b>Fund 997 - PAYROLL FUND Total: 873.56</b>     |
| <b>Vendor 999393 - JOHN HANCOCK USA FIRE Total:</b>   |                        | <b>873.56</b>                                    |
| <br>  |                        |  |
| <b>Vendor: 999136 - JOHN HANCOCK USA POLICE</b>       |                        |  |
| <b>Fund: 997 - PAYROLL FUND</b>                       |                        |  |
| <b>Department: 02 - Liability</b>                     |                        |  |
| PAYROLL CLAIMS  | PENSION PAYABLE        | 9,747.18   |
|   |                        | 9,747.18   |
|   |                        | <b>Department 02 - Liability Total: 9,747.18</b> |
|   |                        | <b>Fund 997 - PAYROLL FUND Total: 9,747.18</b>   |
| <b>Vendor 999136 - JOHN HANCOCK USA POLICE Total:</b> |                        | <b>9,747.18</b>                                  |

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|---|--------------------------|---|
| <b>Vendor: 996767 - JOHN HANCOCK USA</b>              |                          |   |
| Fund: 997 - PAYROLL FUND                              |                          |   |
| Department: 02 - Liability                            |                          |   |
| PAYROLL CLAIMS  | PENSION PAYABLE          | 73.13   |
| PAYROLL CLAIMS  | PENSION PAYABLE          | 18,296.64   |
|   |                          | Department 02 - Liability Total: 18,369.77                    |
|   |                          | Fund 997 - PAYROLL FUND Total: 18,369.77                      |
|   |                          | Vendor 996767 - JOHN HANCOCK USA Total: 18,369.77             |
| <br>  |                          |   |
| <b>Vendor: 525500 - JOHNSON CASHWAY CO.</b>           |                          |   |
| Fund: 101 - GENERAL                                   |                          |   |
| Department: 42 - Parks                                |                          |   |
| WOOD STAKES   | DEPT OPERATING SUPPLIES  | 18.39   |
|   |                          | Department 42 - Parks Total: 18.39                            |
|   |                          | Fund 101 - GENERAL Total: 18.39                               |
|   |                          | Vendor 525500 - JOHNSON CASHWAY CO. Total: 18.39              |
| <br>  |                          |   |
| <b>Vendor: 547600 - KAPCO</b>                         |                          |   |
| Fund: 101 - GENERAL                                   |                          |   |
| Department: 44 - Library                              |                          |   |
| Poly Book Covers                                      | DEPT OPERATING SUPPLIES  | 377.90  |
|   |                          | Department 44 - Library Total: 377.90                         |
|   |                          | Fund 101 - GENERAL Total: 377.90                              |
|   |                          | Vendor 547600 - KAPCO Total: 377.90                           |
| <br>  |                          |   |
| <b>Vendor: 580310 - LEAGUE ASSOC./RISK MANAGEMENT</b> |                          |   |
| Fund: 203 - WASTEWATER                                |                          |   |
| Department: 06 - Expense                              |                          |   |
| WW-SINGLE TURNER VALVE                                | PROPERTY INSURANCE       | 1,266.86  |
|   |                          | Department 06 - Expense Total: 1,266.86                       |
|   |                          | Fund 203 - WASTEWATER Total: 1,266.86                         |
|   |                          | Vendor 580310 - LEAGUE ASSOC./RISK MANAGEMENT Total: 1,266.86 |
| <br>  |                          |   |
| <b>Vendor: 703450 - LEGACY COOPERATIVE</b>            |                          |   |
| Fund: 101 - GENERAL                                   |                          |   |
| Department: 01 - Asset                                |                          |   |
| gasoline  | INVENTORY - UNLEADED GAS | 6,237.62  |
|   |                          | Department 01 - Asset Total: 6,237.62                         |
|   |                          | Fund 101 - GENERAL Total: 6,237.62                            |
| <br>  |                          |   |
| Fund: 204 - SANITATION                                |                          |   |
| Department: 06 - Expense                              |                          |   |
| 1433 GALLONS OF #2 DIESEL                             | FUEL, FILTERS & TIRES    | 4,627.61  |
|   |                          | Department 06 - Expense Total: 4,627.61                       |
|   |                          | Fund 204 - SANITATION Total: 4,627.61                         |
|   |                          | Vendor 703450 - LEGACY COOPERATIVE Total: 10,865.23           |
| <br>  |                          |   |
| <b>Vendor: 10409 - LONGLEAF SERVICES, INC</b>         |                          |   |
| Fund: 101 - GENERAL                                   |                          |   |
| Department: 44 - Library                              |                          |   |
| 2 books-adult services NF                             | BOOKS                    | 39.94   |
|   |                          | Department 44 - Library Total: 39.94                          |
|   |                          | Fund 101 - GENERAL Total: 39.94                               |
|   |                          | Vendor 10409 - LONGLEAF SERVICES, INC Total: 39.94            |

**CLAIMS REPORT**

Post Dates: 11/26/2024 - 12/9/2024 Payment Dates: 11/26/2024 - 12/9/2024

| Description (Payable)  | Account Name                 | Amount  |
|--|------------------------------|---|
| <b>Vendor: 997040 - MATHESON TRI-GAS INC</b>                 |                              |   |
| Fund: 130 - STREETS  |                              |   |
| Department: 06 - Expense                                     |                              |   |
| Face Shields   | DEPT OPERATING SUPPLIES      | 63.54   |
|  |                              | <b>Department 06 - Expense Total: 63.54</b>                               |
|  |                              | <b>Fund 130 - STREETS Total: 63.54</b>                                    |
| <br>   |                              |   |
| <b>Fund: 204 - SANITATION</b>                                |                              |   |
| Department: 06 - Expense                                     |                              |   |
| CO2 BOTTLE AND STRIKER FLI...                                | DEPT OPERATING SUPPLIES      | 92.75   |
| ACETYLENE TANK RENTAL.                                       | DEPT OPERATING SUPPLIES      | 53.92   |
| AR 75 CO2 TANK RENTAL.                                       | DEPT OPERATING SUPPLIES      | 53.92   |
|  |                              | <b>Department 06 - Expense Total: 200.59</b>                              |
|  |                              | <b>Fund 204 - SANITATION Total: 200.59</b>                                |
|  |                              | <b>Vendor 997040 - MATHESON TRI-GAS INC Total: 264.13</b>                 |
| <br>   |                              |   |
| <b>Vendor: 10111 - MEL'S MOBILE LOCK &amp; KEY</b>           |                              |   |
| Fund: 110 - RV PARK  |                              |   |
| Department: 06 - Expense                                     |                              |   |
| CHANGE CODES   | BUILDING/GROUND MAINT        | 80.00   |
|  |                              | <b>Department 06 - Expense Total: 80.00</b>                               |
|  |                              | <b>Fund 110 - RV PARK Total: 80.00</b>                                    |
|  |                              | <b>Vendor 10111 - MEL'S MOBILE LOCK &amp; KEY Total: 80.00</b>            |
| <br>   |                              |   |
| <b>Vendor: 10411 - MISNER'S SEAMLESS RAIN GUTTERS</b>        |                              |   |
| Fund: 204 - SANITATION                                       |                              |   |
| Department: 06 - Expense                                     |                              |   |
| GUTTER REPLACEMENT 943 ...                                   | DEPT OPERATING SUPPLIES      | 168.00  |
|  |                              | <b>Department 06 - Expense Total: 168.00</b>                              |
|  |                              | <b>Fund 204 - SANITATION Total: 168.00</b>                                |
|  |                              | <b>Vendor 10411 - MISNER'S SEAMLESS RAIN GUTTERS Total: 168.00</b>        |
| <br>   |                              |   |
| <b>Vendor: 674400 - MUNICIPAL SUPPLY, INC. OF NE.</b>        |                              |   |
| Fund: 202 - WATER  |                              |   |
| Department: 06 - Expense                                     |                              |   |
| Meters   | METERS                       | 1,909.20  |
| MJ restraints 6"   | REPAIRS-WTR MAINS/SERVICE... | 287.54  |
| CTS inserts  | REPAIRS-WTR MAINS/SERVICE... | 290.25  |
| Brass  | REPAIRS-WTR MAINS/SERVICE... | 368.62  |
| Repair clamps  | REPAIRS-WTR MAINS/SERVICE... | 1,709.59  |
|  |                              | <b>Department 06 - Expense Total: 4,565.20</b>                            |
|  |                              | <b>Fund 202 - WATER Total: 4,565.20</b>                                   |
|  |                              | <b>Vendor 674400 - MUNICIPAL SUPPLY, INC. OF NE. Total: 4,565.20</b>      |
| <br>   |                              |   |
| <b>Vendor: 675955 - MUTUAL OF OMAHA</b>                      |                              |   |
| Fund: 800 - HEALTH INSURANCE                                 |                              |   |
| Department: 06 - Expense                                     |                              |   |
| LIFE/DISABILITY INSURANCE P...                               | PREMIUM EXPENSE              | 4,674.89  |
|  |                              | <b>Department 06 - Expense Total: 4,674.89</b>                            |
|  |                              | <b>Fund 800 - HEALTH INSURANCE Total: 4,674.89</b>                        |
|  |                              | <b>Vendor 675955 - MUTUAL OF OMAHA Total: 4,674.89</b>                    |
| <br>   |                              |   |
| <b>Vendor: 679090 - NEBRASKA CHILD SUPPORT PAYMENT CENTE</b> |                              |   |
| Fund: 997 - PAYROLL FUND                                     |                              |   |
| Department: 02 - Liability                                   |                              |   |
| CHILD SUPPORT PAYMENT  | CHILD SUPPORT PAYABLE        | 252.00  |
| CHILD SUPPORT PAYMENT  | CHILD SUPPORT PAYABLE        | 462.93  |
|  |                              | <b>Department 02 - Liability Total: 714.93</b>                            |
|  |                              | <b>Fund 997 - PAYROLL FUND Total: 714.93</b>                              |
|  |                              | <b>Vendor 679090 - NEBRASKA CHILD SUPPORT PAYMENT CENTE Total: 714.93</b> |

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| Description (Payable)                                   | Account Name                 | Amount  |
|---|------------------------------|---|
| <b>Vendor: 996761 - NEBRASKA DEPARTMENT OF REV (PR)</b> |                              |   |
| Fund: 997 - PAYROLL FUND                                |                              |   |
| Department: 02 - Liability                              |                              |   |
| STATE WITHHOLDING                                       | STATE W/H PAYABLE            | 27,050.92   |
|   |                              | <u>27,050.92</u>  |
|   |                              | <b>Department 02 - Liability Total: 27,050.92</b>                       |
|   |                              | <b>Fund 997 - PAYROLL FUND Total: 27,050.92</b>                         |
|   |                              | <b>Vendor 996761 - NEBRASKA DEPARTMENT OF REV (PR) Total: 27,050.92</b> |
| <br>  |                              |   |
| <b>Vendor: 681260 - NEBRASKA SALT AND GRAIN CO.</b>     |                              |   |
| Fund: 130 - STREETS                                     |                              |   |
| Department: 06 - Expense                                |                              |   |
| ICE CONTROL SALT  | SNOW REMOVAL                 | 2,671.66  |
|   |                              | <u>2,671.66</u>   |
|   |                              | <b>Department 06 - Expense Total: 2,671.66</b>                          |
|   |                              | <b>Fund 130 - STREETS Total: 2,671.66</b>                               |
|   |                              | <b>Vendor 681260 - NEBRASKA SALT AND GRAIN CO. Total: 2,671.66</b>      |
| <br>  |                              |   |
| <b>Vendor: 681950 - NKC TIRE</b>                        |                              |   |
| Fund: 205 - GOLF  |                              |   |
| Department: 06 - Expense                                |                              |   |
| TIRES FOR MULE  | GOLF EQUIPMENT REPAIR        | 200.00  |
| TIRE REPAIR   | GOLF EQUIPMENT REPAIR        | 103.48  |
|   |                              | <u>303.48</u>   |
|   |                              | <b>Department 06 - Expense Total: 303.48</b>                            |
|   |                              | <b>Fund 205 - GOLF Total: 303.48</b>                                    |
|   |                              | <b>Vendor 681950 - NKC TIRE Total: 303.48</b>                           |
| <br>  |                              |   |
| <b>Vendor: 997546 - ONE CALL CONCEPTS, INC</b>          |                              |   |
| Fund: 130 - STREETS                                     |                              |   |
| Department: 06 - Expense                                |                              |   |
| LOCATE FEES   | OTHER PROFESSIONAL SERVIC... | 13.95   |
|   |                              | <u>13.95</u>  |
|   |                              | <b>Department 06 - Expense Total: 13.95</b>                             |
|   |                              | <b>Fund 130 - STREETS Total: 13.95</b>                                  |
| <br>  |                              |   |
| Fund: 201 - ELECTRIC                                    |                              |   |
| Department: 06 - Expense                                |                              |   |
| LOCATE FEES   | OTHER PROFESSIONAL SERVIC... | 13.95   |
|   |                              | <u>13.95</u>  |
|   |                              | <b>Department 06 - Expense Total: 13.95</b>                             |
|   |                              | <b>Fund 201 - ELECTRIC Total: 13.95</b>                                 |
| <br>  |                              |   |
| Fund: 202 - WATER                                       |                              |   |
| Department: 06 - Expense                                |                              |   |
| LOCATE FEES   | OTHER PROFESSIONAL SERVIC... | 13.95   |
|   |                              | <u>13.95</u>  |
|   |                              | <b>Department 06 - Expense Total: 13.95</b>                             |
|   |                              | <b>Fund 202 - WATER Total: 13.95</b>                                    |
| <br>  |                              |   |
| Fund: 203 - WASTEWATER                                  |                              |   |
| Department: 06 - Expense                                |                              |   |
| LOCATE FEES   | OTHER PROFESSIONAL SERVIC... | 13.95   |
|   |                              | <u>13.95</u>  |
|   |                              | <b>Department 06 - Expense Total: 13.95</b>                             |
|   |                              | <b>Fund 203 - WASTEWATER Total: 13.95</b>                               |
|   |                              | <b>Vendor 997546 - ONE CALL CONCEPTS, INC Total: 55.80</b>              |
| <br>  |                              |   |
| <b>Vendor: 997798 - O'REILLY AUTOMOTIVE STORE</b>       |                              |   |
| Fund: 101 - GENERAL                                     |                              |   |
| Department: 32 - Police                                 |                              |   |
| INVERTER - PATROL CAR                                   | VEH & EQUIP MAINTNEANCE      | 29.99   |
|   |                              | <u>29.99</u>  |
|   |                              | <b>Department 32 - Police Total: 29.99</b>                              |
|   |                              | <b>Fund 101 - GENERAL Total: 29.99</b>                                  |
|   |                              | <b>Vendor 997798 - O'REILLY AUTOMOTIVE STORE Total: 29.99</b>           |

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| Description (Payable)   | Account Name          | Amount           |
|---|-----------------------|------------------|
| <b>Vendor: 352150 - PANHANDLE ENVIRONMENTAL SERVICE, INC.</b>       |                       |                  |
| Fund: 202 - WATER   |                       |                  |
| Department: 06 - Expense  |                       |                  |
| Lab   | LAB SERVICE           | 125.00           |
| Lab   | LAB SERVICE           | 54.00            |
| <b>Department 06 - Expense Total:</b>                               |                       | <b>179.00</b>    |
| <b>Fund 202 - WATER Total:</b>                                      |                       | <b>179.00</b>    |
| <b>Vendor 352150 - PANHANDLE ENVIRONMENTAL SERVICE, INC. Total:</b> |                       | <b>179.00</b>    |
|   |                       |                  |
| <b>Vendor: 998137 - PEACEFUL PRAIRIE NURSERY, INC.</b>              |                       |                  |
| Fund: 101 - GENERAL   |                       |                  |
| Department: 42 - Parks  |                       |                  |
| JUNIPER, WOODWARD   | COMMUNITY FORESTRY    | 179.97           |
| <b>Department 42 - Parks Total:</b>                                 |                       | <b>179.97</b>    |
| <b>Fund 101 - GENERAL Total:</b>                                    |                       | <b>179.97</b>    |
| <b>Vendor 998137 - PEACEFUL PRAIRIE NURSERY, INC. Total:</b>        |                       | <b>179.97</b>    |
|   |                       |                  |
| <b>Vendor: 10180 - PETE'S QUICK LUBE</b>                            |                       |                  |
| Fund: 101 - GENERAL   |                       |                  |
| Department: 32 - Police   |                       |                  |
| OIL CHANGE EQUINOX  | VEH & EQUIP MAINTANCE | 75.85            |
| <b>Department 32 - Police Total:</b>                                |                       | <b>75.85</b>     |
| <b>Fund 101 - GENERAL Total:</b>                                    |                       | <b>75.85</b>     |
| <b>Vendor 10180 - PETE'S QUICK LUBE Total:</b>                      |                       | <b>75.85</b>     |
|   |                       |                  |
| <b>Vendor: 997606 - PIPE WORKS PLUMBING LLC</b>                     |                       |                  |
| Fund: 201 - ELECTRIC  |                       |                  |
| Department: 06 - Expense  |                       |                  |
| boring for electric   | CONTRACTED SERVICES   | 14,700.00        |
| <b>Department 06 - Expense Total:</b>                               |                       | <b>14,700.00</b> |
| <b>Fund 201 - ELECTRIC Total:</b>                                   |                       | <b>14,700.00</b> |
| <b>Vendor 997606 - PIPE WORKS PLUMBING LLC Total:</b>               |                       | <b>14,700.00</b> |
|   |                       |                  |
| <b>Vendor: 740605 - PRINT BROKER</b>                                |                       |                  |
| Fund: 109 - TOURISM   |                       |                  |
| Department: 06 - Expense  |                       |                  |
| Half cost of State Golf Bags - s...                                 | GVB ADVERTISING       | 460.64           |
| <b>Department 06 - Expense Total:</b>                               |                       | <b>460.64</b>    |
| <b>Fund 109 - TOURISM Total:</b>                                    |                       | <b>460.64</b>    |
| <b>Vendor 740605 - PRINT BROKER Total:</b>                          |                       | <b>460.64</b>    |
|   |                       |                  |
| <b>Vendor: 998154 - PT HOSE AND BEARING</b>                         |                       |                  |
| Fund: 201 - ELECTRIC  |                       |                  |
| Department: 06 - Expense  |                       |                  |
| fittings  | VEH & EQUIPMENT MAINT | 1.77             |
| <b>Department 06 - Expense Total:</b>                               |                       | <b>1.77</b>      |
| <b>Fund 201 - ELECTRIC Total:</b>                                   |                       | <b>1.77</b>      |
| <b>Vendor 998154 - PT HOSE AND BEARING Total:</b>                   |                       | <b>1.77</b>      |
|   |                       |                  |
| <b>Vendor: 998032 - QUADIENT POSTAGE FUNDING</b>                    |                       |                  |
| Fund: 101 - GENERAL   |                       |                  |
| Department: 10 - Administration                                     |                       |                  |
| POSTAGE   | POSTAGE               | 1,599.05         |
| <b>Department 10 - Administration Total:</b>                        |                       | <b>1,599.05</b>  |
| <b>Fund 101 - GENERAL Total:</b>                                    |                       | <b>1,599.05</b>  |
| <b>Vendor 998032 - QUADIENT POSTAGE FUNDING Total:</b>              |                       | <b>1,599.05</b>  |

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| Description (Payable)                                    | Account Name              | Amount   |
|--|---------------------------|--|
| <b>Vendor: 760385 - REGIONAL BOOKS, INC.</b>             |                           |  |
| Fund: 800 - HEALTH INSURANCE                             |                           |  |
| Department: 06 - Expense                                 |                           |  |
| CLAIMS WEEK OF 11/27/24                                  | CLAIMS EXPENSE            | 51,410.03  |
|  |                           | <u>Department 06 - Expense Total:</u> 51,410.03                  |
|  |                           | <u>Fund 800 - HEALTH INSURANCE Total:</u> 51,410.03              |
|  |                           | <u>Vendor 760385 - REGIONAL BOOKS, INC. Total:</u> 51,410.03     |
| <br><b>Vendor: 760389 - REGIONAL CARE INC.</b>           |                           |  |
| Fund: 800 - HEALTH INSURANCE                             |                           |  |
| Department: 06 - Expense                                 |                           |  |
| HEALTH INSURANCE PREMIUM                                 | PREMIUM EXPENSE           | 53,854.94  |
| CLAIMS WEEK OF 12/3/24                                   | CLAIMS EXPENSE            | 275,997.11   |
| FLEX CARD CLAIMS   | FLEX BENEFIT EXPENSE      | 62.06  |
|  |                           | <u>Department 06 - Expense Total:</u> 329,914.11                 |
|  |                           | <u>Fund 800 - HEALTH INSURANCE Total:</u> 329,914.11             |
|  |                           | <u>Vendor 760389 - REGIONAL CARE INC. Total:</u> 329,914.11      |
| <br><b>Vendor: 10318 - REGIONAL WEST HEALTH SERVICES</b> |                           |  |
| Fund: 101 - GENERAL                                      |                           |  |
| Department: 31 - Fire                                    |                           |  |
| CPR recertification                                      | TRAINING & CONFERENCES    | 78.80  |
|  |                           | <u>Department 31 - Fire Total:</u> 78.80                         |
|  |                           | <u>Fund 101 - GENERAL Total:</u> 78.80                           |
|  |                           | <u>Vendor 10318 - REGIONAL WEST HEALTH SERVICES Total:</u> 78.80 |
| <br><b>Vendor: 369890 - RIVERSTONE BANK</b>              |                           |  |
| Fund: 997 - PAYROLL FUND                                 |                           |  |
| Department: 02 - Liability                               |                           |  |
| PAYROLL CLAIMS   | IBEW UNION DUES PAYABLE   | 626.55   |
|  |                           | <u>Department 02 - Liability Total:</u> 626.55                   |
|  |                           | <u>Fund 997 - PAYROLL FUND Total:</u> 626.55                     |
|  |                           | <u>Vendor 369890 - RIVERSTONE BANK Total:</u> 626.55             |
| <br><b>Vendor: 928250 - RPM FITNESS</b>                  |                           |  |
| Fund: 997 - PAYROLL FUND                                 |                           |  |
| Department: 02 - Liability                               |                           |  |
| MONTHLY MEMBERSHIP DUES                                  | WAREHOUSE FITNESS PAYABLE | 35.00  |
|  |                           | <u>Department 02 - Liability Total:</u> 35.00                    |
|  |                           | <u>Fund 997 - PAYROLL FUND Total:</u> 35.00                      |
|  |                           | <u>Vendor 928250 - RPM FITNESS Total:</u> 35.00                  |
| <br><b>Vendor: 793200 - SANDBERG IMPLEMENT, INC.</b>     |                           |  |
| Fund: 101 - GENERAL                                      |                           |  |
| Department: 42 - Parks                                   |                           |  |
| BLADE ,TRIMMERS  | VEH & EQUIPMENT MAINT     | 550.00   |
|  |                           | <u>Department 42 - Parks Total:</u> 550.00                       |
|  |                           | <u>Fund 101 - GENERAL Total:</u> 550.00                          |
| <br><b>Fund: 130 - STREETS</b>                           |                           |  |
| Department: 06 - Expense                                 |                           |  |
| Skid Steer Battery                                       | VEH & EQUIPMENT MAINT     | 219.03   |
| Chainsaw Chains  | DEPT OPERATING SUPPLIES   | 71.63  |
| Pull String Repair                                       | VEH & EQUIPMENT MAINT     | 44.20  |
| 40" Bobcat Planer  | CAPITAL OUTLAY EQUIPMENT  | 28,466.24  |
| E60 Bobcat Mini Excavator                                | CAPITAL OUTLAY EQUIPMENT  | 105,690.76   |
|  |                           | <u>Department 06 - Expense Total:</u> 134,491.86                 |
|  |                           | <u>Fund 130 - STREETS Total:</u> 134,491.86                      |

**CLAIMS REPORT**

Post Dates: 11/26/2024 - 12/9/2024 Payment Dates: 11/26/2024 - 12/9/2024

| Description (Payable)  | Account Name   | Amount            |
|--|--|-------------------|
| <b>Fund: 202 - WATER</b>                                       |  |                   |
| <b>Department: 06 - Expense</b>                                |  |                   |
| Quickie saw  | REPAIRS-WTR MAINS/SERVICE...                                     | 1,709.99          |
| Quikie saw repair  | VEH & EQUIPMENT MAINT  | 141.05            |
|  | <b>Department 06 - Expense Total:</b>                            | <b>1,851.04</b>   |
|  | <b>Fund 202 - WATER Total:</b>                                   | <b>1,851.04</b>   |
|  | <b>Vendor 793200 - SANDBERG IMPLEMENT, INC. Total:</b>           | <b>136,892.90</b> |
| <br><b>Vendor: 804250 - SCOTTSBLUFF-GERING UNITED WAY</b>      |  |                   |
| <b>Fund: 997 - PAYROLL FUND</b>                                |  |                   |
| <b>Department: 02 - Liability</b>                              |  |                   |
| PAYROLL CLAIMS   | UNITED WAY PAYABLE   | 213.25            |
|  | <b>Department 02 - Liability Total:</b>                          | <b>213.25</b>     |
|  | <b>Fund 997 - PAYROLL FUND Total:</b>                            | <b>213.25</b>     |
|  | <b>Vendor 804250 - SCOTTSBLUFF-GERING UNITED WAY Total:</b>      | <b>213.25</b>     |
| <br><b>Vendor: 10413 - STEVE HALL</b>                          |  |                   |
| <b>Fund: 205 - GOLF</b>  |  |                   |
| <b>Department: 04 - Revenue</b>                                |  |                   |
| 1 MONTH ACH REFUND FOR ...                                     | MEMBERSHIPS  | 125.00            |
|  | <b>Department 04 - Revenue Total:</b>                            | <b>125.00</b>     |
|  | <b>Fund 205 - GOLF Total:</b>                                    | <b>125.00</b>     |
|  | <b>Vendor 10413 - STEVE HALL Total:</b>                          | <b>125.00</b>     |
| <br><b>Vendor: 855800 - STEVE'S CLEANING &amp; RESTORATION</b> |  |                   |
| <b>Fund: 205 - GOLF</b>  |  |                   |
| <b>Department: 06 - Expense</b>                                |  |                   |
| DINING ROOM  | RESTAURANT EXPENSE   | 1,476.00          |
|  | <b>Department 06 - Expense Total:</b>                            | <b>1,476.00</b>   |
|  | <b>Fund 205 - GOLF Total:</b>                                    | <b>1,476.00</b>   |
|  | <b>Vendor 855800 - STEVE'S CLEANING &amp; RESTORATION Total:</b> | <b>1,476.00</b>   |
| <br><b>Vendor: 878145 - TEAM CHEVROLET</b>                     |  |                   |
| <b>Fund: 101 - GENERAL</b>                                     |  |                   |
| <b>Department: 32 - Police</b>                                 |  |                   |
| WING LEASE   | WING VEHICLE LEASE   | 425.00            |
|  | <b>Department 32 - Police Total:</b>                             | <b>425.00</b>     |
|  | <b>Fund 101 - GENERAL Total:</b>                                 | <b>425.00</b>     |
|  | <b>Vendor 878145 - TEAM CHEVROLET Total:</b>                     | <b>425.00</b>     |
| <br><b>Vendor: 10266 - TERESA TOSH</b>                         |  |                   |
| <b>Fund: 207 - CIVIC CENTER</b>                                |  |                   |
| <b>Department: 06 - Expense</b>                                |  |                   |
| MANAGEMENT CONTRACT  | MANAGEMENT CONTRACT  | 5,520.83          |
| CATERING COSTS THROUGH 1...                                    | CATERING COSTS   | 11,607.80         |
|  | <b>Department 06 - Expense Total:</b>                            | <b>17,128.63</b>  |
|  | <b>Fund 207 - CIVIC CENTER Total:</b>                            | <b>17,128.63</b>  |
|  | <b>Vendor 10266 - TERESA TOSH Total:</b>                         | <b>17,128.63</b>  |
| <br><b>Vendor: 998938 - THE TORO COMPANY</b>                   |  |                   |
| <b>Fund: 205 - GOLF</b>  |  |                   |
| <b>Department: 06 - Expense</b>                                |  |                   |
| SOFTWARE   | SOFTWARE LICENSING   | 175.00            |
|  | <b>Department 06 - Expense Total:</b>                            | <b>175.00</b>     |
|  | <b>Fund 205 - GOLF Total:</b>                                    | <b>175.00</b>     |
|  | <b>Vendor 998938 - THE TORO COMPANY Total:</b>                   | <b>175.00</b>     |

CLAIMS REPORT

Post Dates: 11/26/2024 - 12/9/2024 Payment Dates: 11/26/2024 - 12/9/2024

| Description (Payable)                                  | Account Name             | Amount   |
|--|--------------------------|--|
| <b>Vendor: 10275 - THE YOGA COLLECTIVE</b>             |                          |  |
| Fund: 997 - PAYROLL FUND                               |                          |  |
| Department: 02 - Liability                             |                          |  |
| MONTHLY MEMBERSHIP DUES                                | YOGA COLLECTIVE          | 130.00   |
|  |                          | Department 02 - Liability Total: 130.00                      |
|  |                          | Fund 997 - PAYROLL FUND Total: 130.00                        |
|  |                          | Vendor 10275 - THE YOGA COLLECTIVE Total: 130.00             |
| <b>Vendor: 999286 - TITAN MACHINERY INC.</b>           |                          |  |
| Fund: 204 - SANITATION                                 |                          |  |
| Department: 06 - Expense                               |                          |  |
| PURCHASE OF NEW 821G FR...                             | CAPITAL OUTLAY EQUIPMENT | 233,800.00   |
|  |                          | Department 06 - Expense Total: 233,800.00                    |
|  |                          | Fund 204 - SANITATION Total: 233,800.00                      |
|  |                          | Vendor 999286 - TITAN MACHINERY INC. Total: 233,800.00       |
| <b>Vendor: 10135 - TRANSWEST</b>                       |                          |  |
| Fund: 101 - GENERAL                                    |                          |  |
| Department: 32 - Police                                |                          |  |
| PATROL CAR REPAIR T. ENLOW                             | VEH & EQUIP MAINTANCE    | 1,245.64   |
|  |                          | Department 32 - Police Total: 1,245.64                       |
|  |                          | Fund 101 - GENERAL Total: 1,245.64                           |
|  |                          | Vendor 10135 - TRANSWEST Total: 1,245.64                     |
| <b>Vendor: 909623 - UNITED STATES GOLF ASSOC, INC.</b> |                          |  |
| Fund: 205 - GOLF                                       |                          |  |
| Department: 06 - Expense                               |                          |  |
| USGA DUES  | DUES & SUBSCRIPTIONS     | 175.00   |
|  |                          | Department 06 - Expense Total: 175.00                        |
|  |                          | Fund 205 - GOLF Total: 175.00                                |
|  |                          | Vendor 909623 - UNITED STATES GOLF ASSOC, INC. Total: 175.00 |
| <b>Vendor: 999019 - VALLEY AUTO LOCATORS LLC</b>       |                          |  |
| Fund: 101 - GENERAL                                    |                          |  |
| Department: 32 - Police                                |                          |  |
| PATROL CAR OIL CHANGE                                  | VEH & EQUIP MAINTANCE    | 76.42  |
|  |                          | Department 32 - Police Total: 76.42                          |
|  |                          | Fund 101 - GENERAL Total: 76.42                              |
|  |                          | Vendor 999019 - VALLEY AUTO LOCATORS LLC Total: 76.42        |
| <b>Vendor: 998959 - VERIZON CONNECT</b>                |                          |  |
| Fund: 130 - STREETS                                    |                          |  |
| Department: 06 - Expense                               |                          |  |
| GPS MOSQUITO SPRAYER & ...                             | PHONE & INTERNET         | 25.90  |
|  |                          | Department 06 - Expense Total: 25.90                         |
|  |                          | Fund 130 - STREETS Total: 25.90                              |
|  |                          | Vendor 998959 - VERIZON CONNECT Total: 25.90                 |
| <b>Vendor: 996698 - VERIZON WIRELESS SERVICES, LLC</b> |                          |  |
| Fund: 101 - GENERAL                                    |                          |  |
| Department: 10 - Administration                        |                          |  |
| ON CALL CELL/LAPTOPS                                   | PHONE & INTERNET         | 40.01  |
| COUNCIL TABLETS/DEPT TABL...                           | PHONE & INTERNET         | 183.13   |
|  |                          | Department 10 - Administration Total: 223.14                 |
| Department: 22 - Eng/Bldg Inspection                   |                          |  |
| ON CALL CELL/LAPTOPS                                   | PHONE & INTERNET         | 43.17  |
| COUNCIL TABLETS/DEPT TABL...                           | PHONE & INTERNET         | 40.01  |
|  |                          | Department 22 - Eng/Bldg Inspection Total: 83.18             |



**CLAIMS REPORT**

Post Dates: 11/26/2024 - 12/9/2024 Payment Dates: 11/26/2024 - 12/9/2024

| Description (Payable)                                      | Account Name               | Amount  |
|--|----------------------------|---|
| <b>Department: 31 - Fire</b>                               |                            |   |
| ON CALL CELL/LAPTOPS                                       | PHONE & INTERNET           | 249.80  |
|  |                            | <b>Department 31 - Fire Total: 249.80</b>                           |
|  |                            | <b>Fund 101 - GENERAL Total: 556.12</b>                             |
|  |                            | <b>Vendor 996698 - VERIZON WIRELESS SERVICES, LLC Total: 556.12</b> |
| <br><b>Vendor: 942350 - WESTERN COOPERATIVE COMPANY</b>    |                            |   |
| <b>Fund: 101 - GENERAL</b>                                 |                            |   |
| <b>Department: 01 - Asset</b>                              |                            |   |
| diesel   | INVENTOY - DIESEL FUEL     | 3,375.35  |
|  |                            | <b>Department 01 - Asset Total: 3,375.35</b>                        |
|  |                            | <b>Fund 101 - GENERAL Total: 3,375.35</b>                           |
| <br><b>Fund: 204 - SANITATION</b>                          |                            |   |
| <b>Department: 06 - Expense</b>                            |                            |   |
| 270 GALLON TOTE OF DEF FLU...FUEL, FILTERS & TIRES         |                            | 790.55  |
|  |                            | <b>Department 06 - Expense Total: 790.55</b>                        |
|  |                            | <b>Fund 204 - SANITATION Total: 790.55</b>                          |
|  |                            | <b>Vendor 942350 - WESTERN COOPERATIVE COMPANY Total: 4,165.90</b>  |
| <br><b>Vendor: 762750 - WYOMING FIRST AID &amp; SAFETY</b> |                            |   |
| <b>Fund: 130 - STREETS</b>                                 |                            |   |
| <b>Department: 06 - Expense</b>                            |                            |   |
| Eye Glass Cleaner  | SAFETY SUPPLIES & UNIFORMS | 36.34   |
|  |                            | <b>Department 06 - Expense Total: 36.34</b>                         |
|  |                            | <b>Fund 130 - STREETS Total: 36.34</b>                              |
| <br><b>Fund: 201 - ELECTRIC</b>                            |                            |   |
| <b>Department: 06 - Expense</b>                            |                            |   |
| first aid supply   | SAFETY SUPPLIES & UNIFORMS | 112.03  |
|  |                            | <b>Department 06 - Expense Total: 112.03</b>                        |
|  |                            | <b>Fund 201 - ELECTRIC Total: 112.03</b>                            |
|  |                            | <b>Vendor 762750 - WYOMING FIRST AID &amp; SAFETY Total: 148.37</b> |
| <br><b>Vendor: 994100 - YMCA OF SCOTTSBLUFF</b>            |                            |   |
| <b>Fund: 997 - PAYROLL FUND</b>                            |                            |   |
| <b>Department: 02 - Liability</b>                          |                            |   |
| MONTHLY MEMBERSHIP DUES                                    | YMCA FITNESS PAYABLE       | 967.00  |
|  |                            | <b>Department 02 - Liability Total: 967.00</b>                      |
|  |                            | <b>Fund 997 - PAYROLL FUND Total: 967.00</b>                        |
|  |                            | <b>Vendor 994100 - YMCA OF SCOTTSBLUFF Total: 967.00</b>            |
|  |                            | <b>Grand Total: 1,138,502.34</b>                                    |

# Report Summary

## Fund Summary

| Fund                   | Expense Amount      | Payment Amount    |
|------------------------|---------------------|-------------------|
| 101 - GENERAL          | 32,152.23           | 0.00              |
| 109 - TOURISM          | 593.58              | 0.00              |
| 110 - RV PARK          | 1,145.83            | 0.00              |
| 114 - PUBLIC SAFETY    | 1,795.95            | 0.00              |
| 130 - STREETS          | 138,568.99          | 0.00              |
| 160 - SPECIAL PROJECTS | 130,444.99          | 0.00              |
| 201 - ELECTRIC         | 32,600.51           | 0.00              |
| 202 - WATER            | 8,918.44            | 0.00              |
| 203 - WASTEWATER       | 1,686.62            | 0.00              |
| 204 - SANITATION       | 261,402.22          | 0.00              |
| 205 - GOLF             | 2,920.23            | 0.00              |
| 207 - CIVIC CENTER     | 19,411.18           | 0.00              |
| 800 - HEALTH INSURANCE | 386,624.03          | 381,324.14        |
| 997 - PAYROLL FUND     | 120,237.54          | 120,237.54        |
| <b>Grand Total:</b>    | <b>1,138,502.34</b> | <b>501,561.68</b> |

## Account Summary

| Account Number | Account Name             | Expense Amount | Payment Amount |
|----------------|--------------------------|----------------|----------------|
| 101-01-1611    | INVENTORY - UNLEADED...  | 6,237.62       | 0.00           |
| 101-01-1612    | INVENTOY - DIESEL FUEL   | 3,375.35       | 0.00           |
| 101-10-6230    | IT SUPPORT               | 1,822.40       | 0.00           |
| 101-10-6306    | POSTAGE                  | 1,599.05       | 0.00           |
| 101-10-6310    | PHONE & INTERNET         | 492.42         | 0.00           |
| 101-10-6350    | BUILDING/GROUND MA...    | 68.16          | 0.00           |
| 101-10-6645    | PUBLICATIONS             | 194.71         | 0.00           |
| 101-22-6230    | IT SUPPORT               | 185.60         | 0.00           |
| 101-22-6310    | PHONE & INTERNET         | 208.90         | 0.00           |
| 101-22-6640    | OTHER PROFESSIONAL S...  | -26.72         | 0.00           |
| 101-31-6106    | VOLUNTEER BENEFITS       | 120.40         | 0.00           |
| 101-31-6213    | TRAINING & CONFEREN...   | 78.80          | 0.00           |
| 101-31-6230    | IT SUPPORT               | 116.00         | 0.00           |
| 101-31-6300    | DEPT OPERATING SUPPL...  | 199.50         | 0.00           |
| 101-31-6310    | PHONE & INTERNET         | 375.18         | 0.00           |
| 101-31-6340    | VEH & EQUIPMENT MAI...   | 535.40         | 0.00           |
| 101-31-6633    | LEGAL SERVICES           | 3,019.50       | 0.00           |
| 101-32-6213    | TRAINING & CONFEREN...   | 95.00          | 0.00           |
| 101-32-6230    | IT SUPPORT               | 1,570.00       | 0.00           |
| 101-32-6305    | OFFICE & BUILDING SUP... | 13.49          | 0.00           |
| 101-32-6310    | PHONE & INTERNET         | 194.06         | 0.00           |
| 101-32-6330    | WING VEHICLE LEASE       | 425.00         | 0.00           |
| 101-32-6340    | VEH & EQUIP MAINTEA...   | 2,162.50       | 0.00           |
| 101-32-6350    | BUILDING/GROUND MA...    | 54.83          | 0.00           |
| 101-32-6477    | INTERVIEW ROOM CAM...    | 4,701.18       | 0.00           |
| 101-34-6230    | IT SUPPORT               | 46.40          | 0.00           |
| 101-34-6310    | PHONE & INTERNET         | 90.47          | 0.00           |
| 101-41-6310    | PHONE & INTERNET         | 29.55          | 0.00           |
| 101-42-6230    | IT SUPPORT               | 46.40          | 0.00           |
| 101-42-6300    | DEPT OPERATING SUPPL...  | 18.39          | 0.00           |
| 101-42-6305    | OFFICE & BUILDING SUP... | 13.48          | 0.00           |
| 101-42-6310    | PHONE & INTERNET         | 235.22         | 0.00           |
| 101-42-6322    | COMMUNITY FORESTRY       | 179.97         | 0.00           |
| 101-42-6340    | VEH & EQUIPMENT MAI...   | 868.41         | 0.00           |
| 101-42-6640    | OTHER PROFESSIONAL S...  | 14.18          | 0.00           |
| 101-44-6230    | IT SUPPORT               | 724.00         | 0.00           |
| 101-44-6300    | DEPT OPERATING SUPPL...  | 634.11         | 0.00           |
| 101-44-6305    | OFFICE & BUILDING SUP... | 26.58          | 0.00           |
| 101-44-6310    | PHONE & INTERNET         | 200.81         | 0.00           |

**Account Summary**

| Account Number | Account Name               | Expense Amount | Payment Amount |
|----------------|----------------------------|----------------|----------------|
| 101-44-6420    | AV SUPPLIES                | 24.98          | 0.00           |
| 101-44-6640    | OTHER PROFESSIONAL S...    | 77.54          | 0.00           |
| 101-44-6651    | BOOKS                      | 1,103.41       | 0.00           |
| 109-06-6305    | OFFICE & BUILDING SUP...   | 19.76          | 0.00           |
| 109-06-6310    | PHONE & INTERNET           | 66.78          | 0.00           |
| 109-06-6541    | GVB EQUIPMENT MAINT        | 46.40          | 0.00           |
| 109-06-6649    | GVB ADVERTISING            | 460.64         | 0.00           |
| 110-02-2200    | COMM ROOM DEPOSITS         | 150.00         | 0.00           |
| 110-06-6230    | IT SUPPORT                 | 46.40          | 0.00           |
| 110-06-6310    | PHONE & INTERNET           | 269.51         | 0.00           |
| 110-06-6350    | BUILDING/GROUND MA...      | 80.00          | 0.00           |
| 110-06-6640    | OTHER PROFESSIONAL S...    | 599.92         | 0.00           |
| 114-31-6361    | DEPT OPERATING SUPPL...    | 1,795.95       | 0.00           |
| 130-06-6230    | IT SUPPORT                 | 162.40         | 0.00           |
| 130-06-6300    | DEPT OPERATING SUPPL...    | 227.09         | 0.00           |
| 130-06-6310    | PHONE & INTERNET           | 115.26         | 0.00           |
| 130-06-6326    | SAFETY SUPPLIES & UNI...   | 36.34          | 0.00           |
| 130-06-6344    | CAPITAL OUTLAY EQUIP...    | 134,157.00     | 0.00           |
| 130-06-6345    | VEH & EQUIPMENT MAI...     | 319.88         | 0.00           |
| 130-06-6350    | BUILDING/GROUND MA...      | 77.71          | 0.00           |
| 130-06-6640    | OTHER PROFESSIONAL S...    | 13.95          | 0.00           |
| 130-06-6840    | SNOW REMOVAL               | 2,671.66       | 0.00           |
| 130-06-6932    | STREET MAINTENANCE &...    | 787.70         | 0.00           |
| 160-06-6670    | GRANT EXPENSE              | 130,444.99     | 0.00           |
| 201-01-1270    | INVENTORY                  | 4,262.43       | 0.00           |
| 201-06-6230    | IT SUPPORT                 | 175.50         | 0.00           |
| 201-06-6300    | DEPT OPERATING SUPPL...    | 233.95         | 0.00           |
| 201-06-6310    | PHONE & INTERNET           | 415.05         | 0.00           |
| 201-06-6345    | VEH & EQUIPMENT MAI...     | 1.77           | 0.00           |
| 201-06-6350    | BUILDING/GROUND MA...      | 1,055.83       | 0.00           |
| 201-06-6561    | SAFETY SUPPLIES & UNI...   | 112.03         | 0.00           |
| 201-06-6565    | TRAFFIC CONTROL SIGN...    | 11,630.00      | 0.00           |
| 201-06-6640    | OTHER PROFESSIONAL S...    | 13.95          | 0.00           |
| 201-06-6660    | CONTRACTED SERVICES        | 14,700.00      | 0.00           |
| 202-06-6230    | IT SUPPORT                 | 116.00         | 0.00           |
| 202-06-6300    | DEPT OPERATING SUPPL...    | 191.18         | 0.00           |
| 202-06-6310    | PHONE & INTERNET           | 240.54         | 0.00           |
| 202-06-6326    | SAFETY SUPPLIES & UNF...   | 300.00         | 0.00           |
| 202-06-6345    | VEH & EQUIPMENT MAI...     | 208.96         | 0.00           |
| 202-06-6355    | REPAIRS - WELLS            | 1,393.62       | 0.00           |
| 202-06-6370    | REPAIRS-WTR MAINS/SE...    | 4,365.99       | 0.00           |
| 202-06-6615    | LAB SERVICE                | 179.00         | 0.00           |
| 202-06-6640    | OTHER PROFESSIONAL S...    | 13.95          | 0.00           |
| 202-06-6755    | METERS                     | 1,909.20       | 0.00           |
| 203-06-6230    | IT SUPPORT                 | 175.50         | 0.00           |
| 203-06-6300    | DEPT OPERATING SUPPL...    | 64.24          | 0.00           |
| 203-06-6310    | PHONE & INTERNET           | 123.67         | 0.00           |
| 203-06-6345    | VEH & EQUIPMENT MAI...     | 42.40          | 0.00           |
| 203-06-6450    | PROPERTY INSURANCE         | 1,266.86       | 0.00           |
| 203-06-6640    | OTHER PROFESSIONAL S...    | 13.95          | 0.00           |
| 204-01-1130    | CASH - JOINT LANDFILL S... | 20,742.53      | 0.00           |
| 204-06-6230    | IT SUPPORT                 | 348.00         | 0.00           |
| 204-06-6300    | DEPT OPERATING SUPPL...    | 480.10         | 0.00           |
| 204-06-6305    | OFFICE & BUILDING SUP...   | 155.99         | 0.00           |
| 204-06-6310    | PHONE & INTERNET           | 57.12          | 0.00           |
| 204-06-6320    | FUEL, FILTERS & TIRES      | 5,418.16       | 0.00           |
| 204-06-6326    | SAFETY                     | 300.00         | 0.00           |
| 204-06-6344    | CAPITAL OUTLAY EQUIP...    | 233,800.00     | 0.00           |

**Account Summary**

| Account Number | Account Name             | Expense Amount      | Payment Amount    |
|----------------|--------------------------|---------------------|-------------------|
| 204-06-6541    | COLLECTIONS EQUIP MA...  | 100.32              | 0.00              |
| 205-04-4515    | MEMBERSHIPS              | 125.00              | 0.00              |
| 205-06-6225    | DUES & SUBSCRIPTIONS     | 175.00              | 0.00              |
| 205-06-6230    | IT SUPPORT               | 116.00              | 0.00              |
| 205-06-6310    | PHONE & INTERNET         | 382.65              | 0.00              |
| 205-06-6327    | SOFTWARE LICENSING       | 175.00              | 0.00              |
| 205-06-6345    | GOLF EQUIPMENT REPA...   | 389.48              | 0.00              |
| 205-06-6348    | RESTAURANT EXPENSE       | 1,476.00            | 0.00              |
| 205-06-6350    | BUILDING/GROUND MA...    | 20.19               | 0.00              |
| 205-06-6360    | PRO SHOP MERCHANDISE     | 60.91               | 0.00              |
| 207-06-6106    | MANAGEMENT CONTRA...     | 5,520.83            | 0.00              |
| 207-06-6230    | IT SUPPORT               | 116.00              | 0.00              |
| 207-06-6300    | DEPT OPERATING SUPPL...  | 716.00              | 0.00              |
| 207-06-6305    | OFFICE & BUILDING SUP... | 621.65              | 0.00              |
| 207-06-6310    | PHONE & INTERNET         | 628.90              | 0.00              |
| 207-06-6350    | BUILDING/GROUNDS MA..    | 200.00              | 0.00              |
| 207-06-6700    | CATERING COSTS           | 11,607.80           | 0.00              |
| 800-06-6131    | PREMIUM EXPENSE          | 58,529.83           | 53,854.94         |
| 800-06-6132    | CLAIMS EXPENSE           | 327,407.14          | 327,407.14        |
| 800-06-6318    | WELLNESS                 | 625.00              | 0.00              |
| 800-06-6320    | FLEX BENEFIT EXPENSE     | 62.06               | 62.06             |
| 997-02-2300    | FEDERAL W/H PAYABLE      | 17,314.61           | 17,314.61         |
| 997-02-2301    | FICA PAYABLE             | 33,801.50           | 33,801.50         |
| 997-02-2302    | STATE W/H PAYABLE        | 27,050.92           | 27,050.92         |
| 997-02-2310    | HSA PAYABLE              | 8,722.41            | 8,722.41          |
| 997-02-2320    | UNITED WAY PAYABLE       | 213.25              | 213.25            |
| 997-02-2330    | IBEW UNION DUES PAY...   | 626.55              | 626.55            |
| 997-02-2346    | POLICE UNION DUES PA...  | 618.00              | 618.00            |
| 997-02-2367    | VISION INS PAYABLE       | 616.36              | 616.36            |
| 997-02-2376    | CHILD SUPPORT PAYABLE    | 714.93              | 714.93            |
| 997-02-2380    | PENSION PAYABLE          | 28,990.51           | 28,990.51         |
| 997-02-2395    | YMCA FITNESS PAYABLE     | 967.00              | 967.00            |
| 997-02-2396    | WAREHOUSE FITNESS P...   | 35.00               | 35.00             |
| 997-02-2397    | ELITE HEALTH PAYABLE     | 210.50              | 210.50            |
| 997-02-2398    | 24/7 FITNESS PAYABLE     | 226.00              | 226.00            |
| 997-02-2399    | YOGA COLLECTIVE          | 130.00              | 130.00            |
|                | <b>Grand Total:</b>      | <b>1,138,502.34</b> | <b>501,561.68</b> |

**Project Account Summary**

| Project Account Key | Expense Amount      | Payment Amount      |
|---------------------|---------------------|---------------------|
| **None**            | 1,138,077.34        | 501,561.68          |
| 301206330           | 425.00              | 0.00                |
|                     | <b>Grand Total:</b> | <b>1,138,502.34</b> |

UTILITY BILL REFUNDS 312.39  
 TOTAL CLAIMS 1,138,814.73

## UTILITY BILL REFUNDS

| Account #                  | Contact                 | Refund Amount |
|----------------------------|-------------------------|---------------|
| <a href="#">04-1090-61</a> | JAMES METTER            | \$ 78.55      |
| <a href="#">03-1400-22</a> | DYLAN LOUTZENHISER      | \$ 25.75      |
| <a href="#">05-0310-05</a> | MICHEAL WINGET          | \$ 49.19      |
| <a href="#">14-0490-18</a> | GREG BAUER              | \$ 23.70      |
| <a href="#">07-0290-07</a> | KAREN S BRUNTZ          | \$ 76.36      |
| <a href="#">22-0240-12</a> | JACOB & CAITLIN PITTMAN | \$ 6.00       |
| <a href="#">05-0740-08</a> | DON D'ANGELO            | \$ 52.84      |
|                            |                         |               |
|                            |                         | \$ 312.39     |

# State of Nebraska

## County of Scotts Bluff

To: City of Gering

I, the undersigned, being the County Clerk of Scotts Bluff County, Nebraska, do hereby certify the following are true and complete results of the abstract of the votes cast at the election held November 5, 2024, in this county, as canvassed by the canvassing board of this county, with respect to the candidates, measures, propositions, and issues therein listed; and do further certify that to the best of my knowledge all such ballots, including early voting, and provisional have been voted, counted and canvassed in the manner provided by law.

| Position                   | Candidates        | Votes Cast |
|----------------------------|-------------------|------------|
| <u>City Council Ward I</u> | Susan K. Wiedeman | 964        |
| Four Year Term             | Scatterings       | 18         |

Witness my hand and official seal this 21<sup>st</sup> day of November, 2024.



(Seal)

Kelly Sides  
Kelly Sides  
Scotts Bluff County Clerk

# State of Nebraska

## County of Scotts Bluff


To: City of Gering

I, the undersigned, being the County Clerk of Scotts Bluff County, Nebraska, do hereby certify the following are true and complete results of the abstract of the votes cast at the election held November 5, 2024, in this county, as canvassed by the canvassing board of this county, with respect to the candidates, measures, propositions, and issues therein listed; and do further certify that to the best of my knowledge all such ballots, including early voting, and provisional have been voted, counted and canvassed in the manner provided by law.

| Position                    | Candidates        | Votes Cast |
|-----------------------------|-------------------|------------|
| <u>City Council Ward II</u> | Michael J. Gillen | 758        |
| Four Year Term              | Scatterings       | 11         |

Witness my hand and official seal this 21<sup>st</sup> day of November, 2024.



  
\_\_\_\_\_  
Kelly Sides  
Scotts Bluff County Clerk

(Seal)

# State of Nebraska

## County of Scotts Bluff

To: City of Gering

I, the undersigned, being the County Clerk of Scotts Bluff County, Nebraska, do hereby certify the following are true and complete results of the abstract of the votes cast at the election held November 5, 2024, in this county, as canvassed by the canvassing board of this county, with respect to the candidates, measures, propositions, and issues therein listed; and do further certify that to the best of my knowledge all such ballots, including early voting, and provisional have been voted, counted and canvassed in the manner provided by law.

| Position                     | Candidates  | Votes Cast |
|------------------------------|-------------|------------|
| <u>City Council Ward III</u> | Todd Seay   | 3          |
| Four Year Term               | Scatterings | 74         |

Witness my hand and official seal this 21<sup>st</sup> day of November, 2024.





Kelly Sides  
Scotts Bluff County Clerk

(Seal)



# State of Nebraska

## County of Scotts Bluff

To: City of Gering

I, the undersigned, being the County Clerk of Scotts Bluff County, Nebraska, do hereby certify the following are true and complete results of the abstract of the votes cast at the election held November 5, 2024, in this county, as canvassed by the canvassing board of this county, with respect to the candidates, measures, propositions, and issues therein listed; and do further certify that to the best of my knowledge all such ballots, including early voting, and provisional have been voted, counted and canvassed in the manner provided by law.

| Position                    | Candidates    | Votes Cast |
|-----------------------------|---------------|------------|
| <u>City Council Ward IV</u> | Troy A. Cowan | 847        |
| Four Year Term              | Scatterings   | 9          |

Witness my hand and official seal this 21<sup>st</sup> day of November, 2024.





Kelly Sides  
Scotts Bluff County Clerk

(Seal)

### Agenda Item Summary

**For the meeting of:** December 9, 2024

**Agenda item title:** Approve purchase of Backyard Digger Derrick – Electric Department

**Submitted by:** Domingo Palomo, Interim Electric Superintendent

**Explanation of the agenda item:**

Funds were budgeted in the FY25 Budget to purchase a Backyard Digger Derrick for the Electric Department. Staff previously used a digger derrick from the City of Sidney when needed. However, their equipment has become outdated and will not pass a safety inspection. A digger derrick is used in blind alleys (instances where there is no alley and where a bucket truck or other equipment cannot be used). The digger derrick enables staff to access backyards (even if there is a fence). It allows staff to dig and set new poles, remove transformers safely and work on lines. It comes with a bucket which makes this type of work safe and efficient. Many poles are unsafe to climb; this piece of equipment allows staff to access poles without climbing. If the low quote is approved (from Altec) the City already has an Altec mechanic who inspects and services other City-owned diggers and bucket trucks that are part of the Electric Department fleet.

Two quotes were obtained from Sourcewell:

|   |                                     |
|---|-------------------------------------|
| <b>Altec Model DB37 Hydraulic Derrick</b> | <b>\$180,906 (with delivery)</b>    |
| <b>Skylift Mini Derrick 4000 Plus</b>     | <b>\$292,055.50 (with delivery)</b> |

Both options come with a trailer.

**Board/Commission/Staff recommendation:**

Staff recommends purchasing a digger derrick from Altec in the amount of \$180,906 plus \$13,567.95 for sales tax for a total of \$194,473.95.

**Does this item require the expenditure of funds?**   X   **Yes**          **no**

**Are funds budgeted?**   X   **Yes**          **no**

If no, comments:

**Estimated Amount**   \$194,473.95  

**Amount Budgeted**   \$200,000  

**Department**   Electric  

**Account**   201-06-6344  

**Account Description**   Capital Equipment Outlay  

**Approval of funds available:**     *Lyndsey Mathews, Finance Director*    

**City Treasurer/Finance Director**

**Does this item require a resolution or an ordinance?**          **yes**     X     **no**

If a resolution or ordinance is required, it must be attached.

**Approved for submittal:**     *Domingo Palomo, Interim Electric Superintendent*    

**Mayor, City Administrator or City Department Head**



Quote Number: 1636350  
 Opportunity Number: 24112398  
 Sourcewell Contract #: 110421-ALT  
 Date: 11/25/2024

**Quoted for:** CITY OF GERING  
**Customer Contact:** Doug Parker  
**Phone:** (308) 436-6833 / **Email:** dparker@gering.org

**Quoted by:** Vickie Bell  
**Phone:** (816) 236-1264 / **Email:** vickie.bell@altec.com  
**Altec Account Manager:** Tom Kelly

| REFERENCE ALTEC MODEL |  | Sourcewell Price |
|-----------------------|--|------------------|
| DB37                  | Backyard Digger Derrick - Requires TRA (Trailer) Selection | \$188,628        |

**(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)**

| Item | Description  | Price    |
|------|--|----------|
| 1    | DB37-TRA MUST Quote feature required for BASE, 16K trailer | \$16,224 |

**(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)**

| Item                             | Description   | Price            |
|----------------------------------|---|------------------|
| 1                                | DEL-TRLR Delivery other than standard drive away service per mile (delivery on trailer) | \$4,312          |
| <b>SOURCEWELL OPTIONS TOTAL:</b> |   | <b>\$209,164</b> |

**(B.) OPEN MARKET ITEMS (Customer Requested)**

| Item                              | Description                       | Price            |
|-----------------------------------|-----------------------------------|------------------|
| 1                                 | UNIT                              | \$0              |
| 2                                 | UNIT & HYDRAULIC ACC              | \$0              |
| 3                                 | BODY                              | \$0              |
| 4                                 | BODY & CHASSIS ACC                | \$0              |
| 5                                 | ELECTRICAL                        | \$0              |
| 6                                 | FINISHING                         | \$0              |
| 7                                 | CHASSIS                           | \$0              |
| 8                                 | OTHER Altec Model Year Adjustment | -\$28,258        |
| <b>OPEN MARKET OPTIONS TOTAL:</b> |                                   | <b>-\$28,258</b> |

**SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$180,906.00**  
**Extended Warranty Travel Labor, Material 5 Yr Total, 4 Yr Extended: \$7,460.00**  
**TOTAL FOR UNIT/BODY/CHASSIS: \$188,366.00**

**(C.) ADDITIONAL ITEMS (items are not included in total above)**

| Item | Description | Price |
|------|-------------|-------|
| 1    |             |       |
| 2    |             |       |
| 3    |             |       |
| 4    |             |       |

\*\*Pricing valid for 45 days\*\*

**NOTES**

**PRICING:** Altec will make every effort to honor this quotation, subject to the following provisions. Prices for equipment with production start dates 12 months and beyond are budgetary only due to irregular cost inflation and market volatility. These prices will be reviewed based on market conditions and confirmed closer to the production date. Quotes and orders with chassis model year beyond the current open order bank, should be considered estimates only. Altec's turn-key pricing is subject to change in accordance with chassis pricing received from the OEM. Chassis model year, specifications and price will be reviewed and confirmed when specific model year information becomes available from the OEM and that chassis price difference will be passed through to the customer.

**PAINT COLOR:** White to match chassis, unless otherwise specified

**WARRANTY:** Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90)

**TO ORDER:** To order, please contact the Altec Account Manager listed above.

**CHASSIS:** Per Altec Commercial Standard

**DELIVERY:** No later than 4-6 months ARO, FOB Customer Location

**TERMS:** Net 30 days

**BEST VALUE:** Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

**TRADE-IN:** Please ask your Altec Account Manager for more information

**BUILD LOCATION:** ST. JOSEPH, MO



FOR NEW EQUIPMENT SALES, CALL  
**800.958.2555**  
TO SPEAK WITH AN ALTEC REPRESENTATIVE  
or visit us online at [altec.com](http://altec.com)

 **Altec**  
BACKYARD  
DIGGER DERRICK

## FEATURES

- Control Station with Operator Platform at Rear of Carrier
- Five Function Hydraulic Overload Protection System (HOP)
- Altec Electronic Side Load Protection with Load Gauge
- Insulating Fiberglass Third Stage, Rated to 46kV and Below
- Fixed Steel Boom Flares at Boom Tip
- Standard/Low Speed Selector
- 3,800 lb Planetary Turntable Winch
- Continuous Rotation with Worm Gearbox
- Hydraulically Tilting Pole Guides
- 2,000 ft-lbs Digger Motor, Single Speed
- Hydraulic Auger Release
- Two Sets of Hydraulic Radial Outriggers
- Boom Tip Tools: Adjustable flow up to 4.5 gpm at 2,000 psi
- Below Rotation Tools: Two-way, Adjustable Flow up to 6 gpm at 2,000 psi
- Boom and Auger Stow Protection
- Proportional Carrier Drive Pendant

### EXPANDABLE TRACKS

With an industry-leading minimum travel width of 34.5 inches, the DB37 is designed to fit through most 36 inch gates and other tight areas. The tracks are capable of extending 9 inches to provide the ability to traverse slopes up to 15 degrees side-to-side.



### TIE-DOWN POINTS ON OUTRIGGERS

Tie-down points on all four of the fully hydraulic outriggers give the operator the ability to easily carry a pole up to 2,000 pounds in weight and 50 feet in length without having to unstow and maneuver the pole with the unit.



### OPTIONAL COMBINED USE PLATFORM

The DB37 has an optional platform and material handling jib that gives the operator up to 38 feet of working height with the platform, in addition to simultaneously lifting up to 2,210 pounds with the material handling jib.



## OPTIONS

- 16,000 lb GVWR Trailer
- Radio Remote Derrick and Carrier Drive Controls with HOP Indication
- Docking Station for Radio Upper Controls
- Single or Dual Platform(s)
- Hydraulic Hose Reel for Lower Tools
- Non-Marking Carrier Tracks
- 110 VAC Power Inverter with GFI Outlet
- Turf Protection Pads, 3 ft x 8 ft
- Pole Dolly with 2,200 lb Capacity

Recommended equipment and additional accessories, available through Altec Supply, includes the AXIS Service Interface Kit, a 5 lb fire extinguisher, triangular reflectors/road flares, fall protection equipment, outrigger pads, and 2 in front/rear receiver hitches.

|  |  |
|--|--|
| Maximum Sheave Height                                  | 36.7 ft (11.2 m)<br>44.6 ft (13.6 m) with Optional Jib       |
| Maximum Horizontal Reach                               | 30.2 ft (9.2 m)  |
| Maximum Lift Capacity                                  | 3,800 lb (1,724 kg)  |
| Minimum Stowed Unit Width                              | 34.5 in (87.6 cm)  |
| Minimum Stowed Unit Length                             | 18 ft (5.5 m)  |
| Stowed Travel Height                                   | 6.9 ft (2.1 m)   |
| Auger Diameter   | 18 in (45.7 cm)  |
| Minimum Digging Depth                                  | 7 ft (2.1 m)   |
| Digger Radius (min - max)                              | 10.5 ft (3.2 m) - 19.5 ft (6 m)                              |
| Maximum Digging Motor Torque (Two Speed Hydraulic)     | 2,000 lb-ft (2,712 N-m)                                      |
| Hydraulic Pump   | 16.5 GPM   |
| Winch Rope Spec  | 90 ft (24.7 m)<br>1/2" minimum tensile 22,500 lb (10,206 kg) |
| Winch Line Pull  | 5,000 lb (2,268 kg)  |
| Rotation   | Continuous   |
| Articulation   | -6 to 75°  |
| Rotation   | Continuous   |
| Unit Weight  | 8,900 lb (4,037 kg)  |
| Kubota D902-E Diesel Engine                            | 21.6 hp  |
| Fuel Tank Capacity                                     | 6 gal (22.7 L)<br>(operates 4.6 hrs @ full throttle)         |
| Ground Contact Pressure                                | 5.4 psi ( 37 bar)  |
| Cargo Deck with Anchor Points                          | 34 x 45 x 39 in<br>(86.4 x 114.3 x 99 cm)                    |
| Cargo Capacity   | 3,000 lb (1,360 kg)  |
| Track Drive  | 2-speed, piston motor  |
| Track Length   | 78 in (198 cm)   |
| Track Extension (Tracks Extend Outward 9 in Each Side) | 18 in (45.7 cm)  |
| Maximum Drive Slope                                    | 15° Front to Back<br>15° Side to Side                        |
| Maximum Travel Speed                                   | 100 ft/min (1.8 k/hr)<br>(high speed)                        |

SPECIFICATIONS





**Resolution 12-24-1**

**WHEREAS, The Gering City Council, Gering, Nebraska shall establish fees for services at Robidoux RV Park.**

**WHEREAS, Robidoux RV Park Rates shall be as follows:**

**Robidoux RV Park Fee Schedule**

|                       | <b><u>Daily Rates</u></b> |
|-----------------------|---------------------------|
| Full hook-up (E/W/S)  | \$44.00                   |
| Electric/Water        | \$40.00                   |
| Tent Camping with E/W | \$17.00                   |
| Dry Tent Camping      | \$15.00                   |

|                       | <b><u>Weekly Rates</u></b> |
|-----------------------|----------------------------|
| Full hook-up (E/W/S)  | \$264.00                   |
| Electric/Water        | \$240.00                   |
| Tent Camping with E/W | \$102.00                   |
| Dry Tent Camping      | \$90.00                    |

|                       | <b><u>Monthly Rate (Available November 1 - March 31 only)</u></b> |
|-----------------------|---|
| Full hook-up (E/W/S)  | \$682.00  |
| Electric/Water        | \$620.00  |
| Tent Camping with E/W | \$265.00  |
| Dry Camping           | \$230.00  |

|              |   |
|--------------|---|
| Dump Station | \$10.00 (Only applies to non-guests).<br>City of Gering residents will be permitted one use of the dump station per month free of charge with proof of residency by providing a copy of their current City of Gering utility bill and picture ID. |
|--------------|---|

Applicable taxes and fees will be applied at the time of transaction.

**NOW THEREFORE BE IT RESOLVED that effective January 1, 2025 the City of Gering shall charge the aforementioned fees at the Robidoux RV Park.**

**PASSED AND APPROVED THIS \_\_\_\_\_ day of \_\_\_\_\_ 2024.**

**ATTEST:**

\_\_\_\_\_  
**Kent Ewing, Mayor**

\_\_\_\_\_  
**Kathleen J. Welfl, City Clerk**

**Agenda Item Summary**

**For the meeting of:** December 9, 2024

**Agenda item title:** Approve Resolution 12-24-2 regarding Fees for Park Shelters and Picnic Tables

**Submitted by:** Amy Seiler, Director of Parks and Recreation

**Explanation of the agenda item:** The Recreation Committee met on August 21, 2024 to consider establishing fees for use of park shelters and picnic tables. They met again on November 20 to review the final resolution.

**Board/Commission/Staff recommendation:** The Recreation Committee and City staff recommend approval of the attached resolution setting fees for use of park shelters and picnic tables.

**Does this item require the expenditure of funds?**                      **Yes**      **X**                           **no**

**Are funds budgeted?**                      **Yes**                           **no**

**If no, comments:**

**Estimated Amount**

**Amount Budgeted**

**Department**

**Account**

**Account Description**

**Approval of funds available:**

City Treasurer/Finance Director

**Does this item require a resolution or an ordinance?**                      **X**      **yes**                           **no**

**If a resolution or ordinance is required, it must be attached.**

**Please list all names and addresses of those to be notified.**

**Approved for submittal:**

*Amy Seiler, Director of Parks and Recreation*

\_\_\_\_\_  
**Mayor, City Administrator or City Department Head**

**Referred to:** Recreation

**Committee**

\_\_\_\_\_



**Resolution No. 12-24-2**

**A RESOLUTION ESTABLISHING FEES FOR RATES  
FOR USE OF CITY PARK SHELTERS AND PICNIC TABLES**

**WHEREAS** the City Council of the City of Gering has determined there is a need to establish fees for the use of park shelters located at various City parks throughout the City of Gering; and

**WHEREAS** the City Council has determined these fees will, in part, support the costs of maintaining the aforementioned amenities.

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GERING, NEBRASKA** that the following fees are established:

**RATES FOR USE OF PARK SHELTERS**

| <b><u>Park</u></b>                 | <b><u>Address</u></b>        | <b><u>Fee</u></b>  |
|------------------------------------|------------------------------|--------------------|
| Gardner Park Shelter               | 1925 11 <sup>th</sup> Street | \$50 for 3 hours*  |
| Legion Park Shelter                | 1425 12 <sup>th</sup> Street | \$50 for 3 hours*  |
| Oregon Trail Park<br>Large Shelter | 950 17 <sup>th</sup> Street  | \$75 for 3 hours** |

Park shelters must be reserved in advance and payment of rental fee and a signed rental agreement is required to secure the reservation. Citizens utilizing a park shelter are responsible for proper disposal of trash and clean-up. Fees are refundable if cancelation necessary if the City is notified 24 hours in advance of reservation during regular business hours.

\* Every additional three hours will be an additional \$50 charge.

\*\* Every additional three hours will be an additional \$75 charge.

**PICNIC TABLE RENTAL/DELIVERY FEES**

Picnic table rentals are for public events only, not for residential use.

\$10 per table per day. Fee includes delivery and pick up of tables.

Picnic tables must be reserved seven (7) days in advance on a first come first serve basis.

**NOW THEREFORE BE IT RESOLVED** that effective January 1, 2025, the City of Gering shall charge the aforementioned fees for the use of City Park Shelters and Picnic Tables.

Adopted this \_\_\_\_ of \_\_\_\_\_, 2024

\_\_\_\_\_  
Kent E. Ewing, Mayor

**ATTEST:**

\_\_\_\_\_  
Kathleen J. Welfl, City Clerk

**Agenda Item Summary**

**For the meeting of:** December 9, 2024

**Agenda item title:** Approve Resolution 12-24-3 regarding payment of claims in lieu of a second regular City Council meeting in December, 2024

**Submitted by:** Pat Heath, City Administrator

**Explanation of the agenda item:** Due to Council not holding a second regular meeting in December, this resolution allows staff to pay claims as though the meeting actually occurred. Claims will be presented to Council on January 13, the first regular meeting in January, to be ratified.

**Board/Commission/Staff recommendation:** Approve resolution 12-24-3.

**Does this item require the expenditure of funds?**                      Yes                      **X**                      no

**Are funds budgeted?**                      Yes                      no

**If no, comments:** \_\_\_\_\_

**Estimated Amount** \_\_\_\_\_

**Amount Budgeted** \_\_\_\_\_

**Department** \_\_\_\_\_

**Account** \_\_\_\_\_

**Account Description** \_\_\_\_\_

**Approval of funds available:** \_\_\_\_\_

**City Treasurer/Finance Director**

**Does this item require a resolution or an ordinance?**                      **X**                      yes                      **X**                      no

**If a resolution or ordinance is required, it must be attached.**

**Approved for submittal:** *Pat Heath, City Administrator*

\_\_\_\_\_  
**Mayor, City Administrator or City Department Head**

**Referred to:** \_\_\_\_\_ **Committee**

**All Agenda Item Summaries and the required attachments are due by Noon on the Wednesday prior to the Council meeting. If the Wednesday prior to the City Council is a holiday, the deadline is Tuesday at Noon.**

**Resolution 12-24-3**

**Whereas**, City of Gering claims are to be approved by the City Council for payment;

**Whereas**, The Gering City Council has chosen not to hold a second regular meeting in December, 2024 (which would have been held on the fourth Monday of the month);

**Whereas**, claims need to be processed and paid in a timely manner;

**NOW THEREFORE BE IT RESOLVED** that City staff are authorized to prepare and pay claims that have been processed as if the second meeting in December, 2024 was held. The paid claims will then be presented to Council for review and approval at the first meeting in January, 2025.

**Adopted this 9<sup>th</sup> day of December, 2024.**

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**Kent E. Ewing, Mayor**

**ATTEST:**

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**Kathleen J. Welfl, City Clerk**

**Agenda Item Summary**

**For the meeting of:** December 9, 2024

**Agenda item title:** Approve and authorize the Mayor to sign Modification/Amendment of 2017 and 2020 Economic Development Assistance Agreements (Part II) regarding Gering Hospitality Group, LLC

**Submitted by:** Pat Heath, City Administrator

**Explanation of the agenda item:** Council approved a Modification to Economic Development Assistance Agreement in May of 2024 which provided for a six-month deferment of Gering Hospitality Group's economic development loan payments. Gering Hospitality Group requested another six-month deferment in October, 2024. After meeting with the applicant on October 29, the Economic Development Citizens Advisory Committee has recommended an additional deferment.

**Board/Commission/Staff recommendation:** The Citizens Advisory Committee recommends approval of the Part II Agreement, attached.

**Does this item require the expenditure of funds?** \_\_\_\_\_ **Yes** \_\_\_\_\_ **X** \_\_\_\_\_ **no**

**Are funds budgeted?** \_\_\_\_\_ **Yes** \_\_\_\_\_ **no**

**If no, comments:** \_\_\_\_\_

**Estimated Amount** \_\_\_\_\_

**Amount Budgeted** \_\_\_\_\_

**Department** \_\_\_\_\_

**Account** \_\_\_\_\_

**Account Description** \_\_\_\_\_

**Approval of funds available:** \_\_\_\_\_

**City Treasurer/Finance Director**

**Does this item require a resolution or an ordinance?** \_\_\_\_\_ **yes** \_\_\_\_\_ **X** \_\_\_\_\_ **no**

**If a resolution or ordinance is required, it must be attached.** \_\_\_\_\_

**Approved for submittal:** *Pat Heath, City Administrator*

**Mayor, City Administrator or City Department Head**

**Referred to:** Economic Development Citizens Advisory **Committee**

**All Agenda Item Summaries and the required attachments are due by Noon on the Wednesday prior to the Council meeting. If the Wednesday prior to the City Council is a holiday, the deadline is Tuesday at Noon.**

2024 MODIFICATION/AMENDMENT OF 2017 & 2020 (PART II)  
ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENTS  
GERING HOSPITALITY GROUP, LLC

This Modification/Amendment of Economic Development Assistance Agreements (Part II) related to the Gering Hospitality Group, LLC II is made and entered into by and between the City of Gering ("City"), and the Gering Hospitality Group, LLC (the "Applicant"). This Modification/Amendment Agreement applies to Economic Development Assistance Agreements (Part II) between the City and Applicant dated June 15, 2017, June 22, 2020, and 2024 Modification/Amendment of 2017 & 2020 Agreements.

All documents of the Economic Development Assistance Agreement entered by the parties on or about June 15, 2017, are attached hereto as Exhibit "A". All documents of the Economic Development Assistance Agreement between the City and the Applicant on, or about, June 22, 2020, are attached hereto as Exhibit "B". All Agreements and documents related to Exhibits "A" and "B" remain in full force and effect unless specifically modified by this Modification/Amendment Agreement.

The Applicant has requested that the City agree to defer all payments of the 2017 and 2020 Economic Development Assistance Agreements and associated Promissory Notes for a period of an additional six months beginning December 1, 2024. The request is based on the fact that the Applicant continues to recover from the economic downturn related to the COVID epidemic.

**AGREEMENT:**

1. The City and Applicant hereby agree that the Economic Development Agreements in 2017 and 2020 be modified by this Modification/Amendment Agreement to defer payments for an additional six months commencing December 1, 2024, and ending May 30, 2025.

2. With respect to the Economic Development Assistance Agreements in 2017 and 2020, only those portions of the Agreements related to loans will be modified to provide for a deferral of loan payments for an additional period of six months. Consistent with this Agreement, new payment amortization schedules for the loans will be modified to allow for a deferral of payments. New payment schedules consistent with this Modification/Amendment and Promissory Notes are attached hereto as Exhibit "C." Except for a six (6) month deferral of payments, all remaining payments, and obligations remain in full force and effect. Final payment due dates are hereby modified consistent with new payment amortization schedules attached and incorporated herein by reference. All interest is accrued according to the schedules. Interest will be paid monthly on unpaid balance from December 1, 2024, through May 30, 2025.

3. Applicant agrees that all Promissory Notes shall be subject to the original Deeds of Trust executed on behalf of the Applicant in 2017 and 2020. Applicant agrees that all other terms and conditions of the original Economic Development Assistance Agreements and related documents in 2017 and 2020 for loans and all other terms and conditions shall remain in full force and effect until the loan obligations and all other obligations are fulfilled.

4. Applicant agrees that all personal Guaranties executed by individuals related to the 2017 and 2020 Economic Development Assistance Agreements shall remain in full force and effect and apply, as well, to the 2024 Modification/Amendment Agreement and this Agreement.

5. The parties agree that the accommodations allowed by modified payments owed by the Applicant to the City does not in any way waive any rights that the City has concerning any and all documents of the 2017 and 2020 Economic Development Assistance Agreements and any associated documents to date.

6. The effective date of this Modification/Amendment of the 2017 and 2020 Economic Development Assistance Agreements (Part II) and relevant associated documents is based on the final approval and agreement by the Gering City Council

7. As part of this Agreement, Applicant must attach as Exhibit "D" all Resolutions and Meeting Minutes of the members/owners of Gering Hospitality Group, L.L.C., authorizing this 2024 MODIFICATION/AMENDMENT OF 2017 & 2020 Economic Development Assistance Agreements (Part II) for Gering Hospitality Group, L.L.C., and providing for signature authority to Ben Dishman (member/owner) by Super Majority Resolutions and meeting minutes from Gering Hospitality Group, L.L.C., authorizing signature on any other documents required by the City with respect to this 2024 MODIFICATION/AMENDMENT OF 2017 & 2020 Economic Development Assistance Agreements (Part II) for Gering Hospitality Group, L.L.C., including but not limited to a Deed of Trust, Promissory Notes, and all associated documents of the 2017 and 2020 Economic Development Agreements herein.

8. Ben Dishman as member/owner of Gering Hospitality Group, LLC is hereby authorized on behalf of the Gering Hospitality Group, LLC to execute this Agreement.

CITY OF GERING, NEBRASKA


\_\_\_\_\_  
By: Kent Ewing, Mayor

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
City clerk

GERING HOSPITALITY GROUP, LLC

  
\_\_\_\_\_  
By: Ben Dishman as Member/Owner  
of Gering Hospitality Group, LLC.

12/5/2024

\_\_\_\_\_  
Date

## Agenda Item Summary

**For the meeting of:** December 9, 2024

**Agenda item title:**

Approve and authorize the Mayor to sign First Amended Conditional Assumption and Consent of Economic Development Assistance Agreement regarding Ed and Christina Bartella as Members/owners of Cervantes, LLC, D/B/A Chino's Mexican Restaurant

**Submitted by:**

**Pat Heath, City Administrator**

**Explanation of the agenda item:**

In May of 2024, Council approved a Conditional Assumption Agreement pertaining to Chino's Mexican Restaurant and the owner of the new restaurant at the same location. The agreement provided for continued forgiveness of the job creation grant as long as the new restaurant owner stayed in business and maintained a minimum of seven FTEs. Unfortunately, the business closed last summer and the obligation to repay the remainder of the grant fell back onto the owner of Chino's, in addition to an unpaid balance of an economic development loan. The Citizens Advisory Committee made a recommendation at their November 20, 2024 meeting to recommend that the unpaid balance of the grant be combined with the unpaid loan balance for one new loan.

**Board/Commission/Staff recommendation:**

The Citizens Advisory Committee recommends approval of the First Amended Conditional Assumption and Consent of Economic Development Assistance Agreement, attached.

**Does this item require the expenditure of funds?**

**Yes**      **X**      **no**

**Are funds budgeted?**

\_\_\_\_\_ **Yes**      \_\_\_\_\_ **no**

**If no, comments:**

**Estimated Amount**

**Amount Budgeted**

**Department**

**Account**

**Account Description**

**Approval of funds available:**

\_\_\_\_\_  
**City Treasurer/Finance Director**

**Does this item require a resolution or an ordinance?**

\_\_\_\_\_ **yes**      **X**      \_\_\_\_\_ **no**

**If a resolution or ordinance is required, it must be attached.**

**Approved for submittal:**

*Pat Heath, City Administrator*

\_\_\_\_\_  
**Mayor, City Administrator or City Department Head**

**Referred to:**

Economic Development Citizens Advisory

**Committee**

**All Agenda Item Summaries and the required attachments are due by Noon on the Wednesday prior to the Council meeting. If the Wednesday prior to the City Council is a holiday, the deadline is Tuesday at Noon.**

FIRST AMENDED CONDITIONAL ASSUMPTION AND CONSENT OF ECONOMIC  
DEVELOPMENT ASSISTANCE AGREEMENT  
EDWARD BARTELLA & CHRISTINA BARTELLA AS MEMBER/OWNERS OF  
CERVANTES, L.L.C., D/B/A CHINO'S MEXICAN RESTAURANT

This First Amended Conditional Assumption and Consent (the "Agreement") for the Economic Development Assistance Agreement executed by Edward Bartella, ("Bartella") individually, and as a member/owner of Cervantes, L.L.C., d/b/a Chino's Mexican Restaurant and Christina Bartella, individually, is made and entered into by and between The City of Gering ("City"), Bartella, ("Applicant/Assignor"), and Ron Schwab, individually, and d/b/a Stooges Neighborhood Bar and Grill, L.L.C. ("Assignee"), as of this 9<sup>th</sup> day of December, 2024.

**RECITALS**

- A. Applicant/Assignor is the original Applicant of an Economic Development Program pursuant to a Nebraska LB 840 Development Fund, dated November 9, 2020.
- B. The Applicant/Assignor entered into an agreement for LB 840 funds with the City of Gering related to the Chino's Mexican Restaurant. A copy of the Economic Development Assistance Agreement is attached hereto as Exhibit "1" (pages 1-6). The Applicant/Assignee qualified for a grant (forgivable loan) in the amount of \$35,000.00 for up to seven (7) FTE positions. Those positions were to remain in full force and effect and continue to be for a period of five years from either the Effective Date or the date when the Applicant received funds for the FTE's which were created. Attached as Exhibit "2" is the Conditional Assumption and Consent of Economic Development Agreement dated May 13, 2024 (pages 1-6).
- C. Applicant/Assignor is in default of the provisions of the Economic Development Assistance Agreement. Applicant/Assignor has agreed to assume and be obligated to the City for all repayments of this and previous Agreements. Assignee therefore agrees to assume all duties, liabilities, and other obligations of the Applicant/Assignor, related only to the Grant for job creation under the terms and provisions of the Economic Development Assistance Agreement (Exhibit "1").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Applicant/Assignor, Assignee, and City agree as follows:



1. **Assumption.** As of the date of approval of this grant, Assignor and City agree that Assignee no longer assumes the obligations of the Applicant/Assignor under the Economic Development Assistance Agreement, only as said Agreement relates to job creation requirements (Exhibit "1"), for the balance of the term described therein and agrees to faithfully perform and fulfill all the covenants, conditions, and obligations of Applicant/Assignor contained in such Economic Development Assistance Agreement. Assignee, shall not be liable to repay any portion of the grant. Assignor agrees to bear all responsibility for the grant and obligations of the Conditional Assumption and Consent of Economic Development Assistant Agreement attached as Exhibit "2." All parties hereby forever release Assignee of all obligations related to Exhibit "1" and Exhibit "2".
  
2. **Release.** Assignee, Ron Schwab, herein, is hereby released of any and all obligations of the Conditional Assumption and Consent of Economic Development Agreement. Applicant/Assignor (Edward Bartella and Christina Bartella) remains liable for all unfulfilled terms of the original Economic Development Agreement, of November 9, 2020. Applicant/Assignor shall be obligated to fulfill any and all terms and conditions of the "Agreement" including, but not limited to, the loan, Promissory Note, Modification of Promissory Note, and this Agreement, including a new modified loan and repayment schedule and grant obligations.
  
3. **Loan to Bartella.** As it relates only to Edward Bartella, Christina Bartella, Cervantes, L.L.C., d/b/a Chino's Mexican Restaurant, these individuals and entities are in default of the Economic Development Assistance Agreement entered into on, or about, November 2, 2020, Promissory Note dated May 13, 2024, related to a \$30,000.00 LB840 loan. Subject to City Council approval, the loan is to be modified to allow these individuals and entities to repay the balance of what is due and owing in the new amount of \$33,715.26. The City of Gering and Bartella agree that Bartella is allowed to repay this amount based on a new Promissory Note to avoid collection efforts related to the original 2020 and 2024 Promissory Notes. The new Promissory Note will carry an interest rate of 0.00% per annum payable in 120 equal monthly amortization installments with the first payment due on January 15, 2025, in the amount of \$280.96 and \$280.96 on the fifteenth day of each month thereafter till paid in full according to the terms and conditions of the Promissory Note. This new Promissory Note supersedes and replaces the 2020 and prior 2024 Promissory Notes. Bartella agrees that this Promissory Note shall be subject to the original


Deed of Trust executed by the Bartellas on November 9, 2020 and recorded with the Scotts Bluff County Register of Deeds on January 19, 2021, as Instrument 2021-256. A copy of that Deed of Trust is attached hereto as Exhibit "2". Bartella agrees that the original Economic Development Assistance Agreement and all subsequent Agreements as they relate to the LB840 loan remain in full force and effect until the loan obligation is fulfilled.

4. **Consent of City.** The City of Gering hereby consents to the Conditional Assumption and Consent Agreement and this Amended Conditional Assumption and Consent of Economic Development Assistance Agreement, herein as it relates to the transfer, sale, and relationship between the Applicant/Assignor, Assignee, and the City of Gering under the terms and conditions of the Economic Development Assistance Agreement (Exhibit "1") for obligations of the Grant, and to the First Amended Conditional Assumption and Consent of Economic Development Assistance Agreement herein.
  
5. **Effective Date.** The Effective Date of this First Amended Conditional Assumption and Consent Agreement shall be the date it is approved the Gering City Council, and subject to other required signatures.

**[SIGNATURE PAGES TO FOLLOW]**

**"ASSIGNEE"**

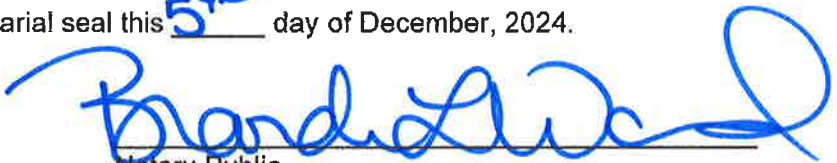
Dated this 5<sup>th</sup> day of December, 2024.

By:   
Ron Schwab, Individually and as Member/Owner  
of Stooges Neighborhood Bar and Grill, L.L.C.

STATE OF NEBRASKA, COUNTY OF SCOTTS BLUFF: ss.

BEFORE ME, a notary public qualified for said state and county, personally came Ron Schwab, individually and as Member/Owner of Stooges Neighborhood Bar and Grill, L.L.C., known to me to be the identical person who signed the foregoing instrument.

WITNESS my hand and notarial seal this 5<sup>th</sup> day of December, 2024.

  
Notary Public



**"APPLICANT/ASSIGNOR"**

CERVANTES, L.L.C. D/B/A CHINO'S MEXICAN RESTAURANT

Dated this 5<sup>th</sup> day of December, 2024.

By: Edward Bartella  
Edward Bartella, Individually and as Member/Owner  
of Cervantes, L.L.C. d/b/a Chino's Mexican Restaurant

STATE OF NEBRASKA, COUNTY OF SCOTTS BLUFF: ss.

BEFORE ME, a notary public qualified for said state and county, personally came Edward Bartella, individually and as member/owner of Cervantes, L.L.C., d/b/a Chino's Mexican Restaurant known to me to be the identical person who signed the foregoing instrument.

WITNESS my hand and notarial seal this 5<sup>th</sup> day of December, 2024.

Brandi L Ward  
Notary Public



Dated this 5<sup>th</sup> day of December, 2024.

By: Christina Bartella  
Christina Bartella, Individually and as Member/Owner  
of Cervantes, L.L.C. d/b/a Chino's Mexican Restaurant

STATE OF NEBRASKA, COUNTY OF SCOTTS BLUFF: ss.

BEFORE ME, a notary public qualified for said state and county, personally came Christina Bartella, individually and as member/owner of Cervantes, L.L.C., d/b/a Chino's Mexican Restaurant known to me to be the identical person who signed the foregoing instrument.

WITNESS my hand and notarial seal this 5<sup>th</sup> day of December, 2024.

Brandi L Ward  
Notary Public



**"SECURED PARTY"**

**THE CITY OF GERING, A MUNICIPAL CORPORATION**

Dated this \_\_\_\_ day of December, 2024.

By: \_\_\_\_\_  
Kent E. Ewing, Mayor of the City of Gering

**ATTEST:**  
City of Gering ("Seal")

By: \_\_\_\_\_  
City Clerk, City of Gering

## 2024 PROMISSORY NOTE II

\$33,715.26  
Amount of Loan

Gering, Nebraska

For value received, Edward Bartella, individually, and as a member/owner of Cervantes, L.L.C., d/b/a Chino's Mexican Restaurant, Christina Bartella, individually, and as a member/owner of Cervantes, L.L.C., d/b/a Chino's Mexican Restaurant, and Cervantes, L.L.C. d/b/a Chino's Mexican Restaurant, promises to pay to the order of the City of Gering at Gering, Nebraska, or elsewhere, as holder hereof may direct, the sum of Thrity-three Thousand Seven Hundred Fifteen and 26/100ths Dollars (\$33,715.26) with interest on the principal balance from time to time remaining unpaid at the rate of 0.0% per annum from that date of closing, payable in 120 equal monthly amortization installments, with the first payment due on January 15, 2025, in the amount of \$280.96, and \$280.96 on the first day of each month thereafter, except the final installment, if not sooner paid, shall be due in the amount of \$\$280.96 on December 15, 2034, as follows:

|     |                                    |  |
|-----|------------------------------------|--|
| (a) | Amount of each monthly payment:    | \$280.96   |
| (b) | Due date of first payment:         | 15 <sup>th</sup> day of January, 2025  |
| (c) | Number of monthly payments:        | 120  |
| (d) | Remaining payments:                | On the fifteenth day of each month thereafter, until entire principal balance and all accrued interest are paid in full. |
| (e) | Final payment, if not sooner made: | December 15, 2034  |
| (f) | Amount of Final Payment            | \$281.02   |
| (g) | Interest Rate                      | 0.0%   |
| (h) | Default interest rate:             | 14%  |
| (i) | Pre-payment restriction:           | See Below  |
| (j) | Collateral                         | Deed of Trust on property site   |
| (k) | Late Payment Charge                | \$30.00 per installment  |

The principal and interest are to be paid in equal monthly installments as provided herein, with each installment to be applied first to reimburse holder for any advancements made by holder for the protection of security as provided in the trust deed securing this obligation, second to pay accrued interest, and the balance to reduce principal. Maker agrees that this Promissory Note and all other terms and conditions of the original Economic Development Assistance Agreement and the Conditional Assumption and Consent of Economic Development Assistance Agreement, and the First Amended Conditional Assistance Agreement are secured by a Deed of Trust (Inst. 2021-256) dated on November 9, 2020, and recorded on 01.19.2021, related to the following described real estate:

Lot Seven (7), Block One (1), Morrill's Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska; More commonly referred to as 1601 4<sup>th</sup> Avenue, Scottsbluff, Scotts Bluff County, Nebraska

Should maker fail to pay any installment on or before the first day of each month, such installment shall be considered late and shall be subject to a late-payment charge of \$30.00 for each late installment, payable concurrently with the payment of the late installment.

Should any installment not be paid when due, holder may, without notice, declare the entire unpaid principal balance and accrued interest immediately due and payable, whereupon all amounts due hereunder shall bear interest at the rate of 14% per annum from the due date of the installment on which maker has defaulted. On such acceleration, holder shall be entitled to

exercise all rights available to holder. All terms and conditions of this Promissory Note regarding terms of repayment and default hereby supersede the terms of the original Economic Development Assistance Agreement.

Failure of holder to exercise any option contained herein on any one default shall not waive the right of holder to exercise any such option on any subsequent default.

Maker reserves the right to pay any multiple of principal installments next coming due as reflected on an amortization schedule for repayment on the basis stated herein on any installment payment date. Any partial prepayment shall operate to reduce the unpaid principal balance owing and to discharge the indebtedness evidenced hereby at an earlier date, but shall not delay the due date of any subsequent installment.

Maker waives presentment, protest, notice of protest, diligence in bringing suit hereon, and notice of extension of time for payment.

This Promissory Note relates directly to a Conditional Grant Assumption and Consent Agreement dated May 10, 2024, and a First Amended Conditional Assumption and Consent Agreement dated the 3<sup>rd</sup> day of December, 2024.

Dated this 5<sup>th</sup> day of Dec, 2024

CERVANTES, L.L.C. D/B/A CHINO'S MEXICAN RESTAURANT

By: Edward Bartella  
Edward Bartella, Individually and as Member/Owner  
of Cervantes, L.L.C. d/b/a Chino's Mexican Restaurant

By: Christina Bartella  
Christina Bartella, Individually and as Member/Owner  
of Cervantes, L.L.C. d/b/a Chino's Mexican Restaurant

## CHINO'S PAYOFF LB840 LOAN &amp; GRANT

Compounding Period: Monthly

Nominal Annual Rate: 0.000%

## Cash Flow Data - Loans and Payments

| Event     | Date       | Amount    | Number | Period  | End Date   |
|-----------|------------|-----------|--------|---------|------------|
| 1 Loan    | 11/15/2024 | 33,715.26 | 1      |         |            |
| 2 Payment | 01/15/2025 | 280.96    | 120    | Monthly | 12/15/2034 |

## TValue Amortization Schedule - Normal, 365 Day Year

| Date               | Payment         | Interest    | Principal       | Balance   |
|--------------------|-----------------|-------------|-----------------|-----------|
| Loan 11/15/2024    |                 |             |                 | 33,715.26 |
| 1 01/15/2025       | 280.96          | 0.00        | 280.96          | 33,434.30 |
| 2 02/15/2025       | 280.96          | 0.00        | 280.96          | 33,153.34 |
| 3 03/15/2025       | 280.96          | 0.00        | 280.96          | 32,872.38 |
| 4 04/15/2025       | 280.96          | 0.00        | 280.96          | 32,591.42 |
| 5 05/15/2025       | 280.96          | 0.00        | 280.96          | 32,310.46 |
| 6 06/15/2025       | 280.96          | 0.00        | 280.96          | 32,029.50 |
| 7 07/15/2025       | 280.96          | 0.00        | 280.96          | 31,748.54 |
| 8 08/15/2025       | 280.96          | 0.00        | 280.96          | 31,467.58 |
| 9 09/15/2025       | 280.96          | 0.00        | 280.96          | 31,186.62 |
| <b>2025 Totals</b> | <b>2,528.64</b> | <b>0.00</b> | <b>2,528.64</b> |           |
| 10 10/15/2025      | 280.96          | 0.00        | 280.96          | 30,905.66 |
| 11 11/15/2025      | 280.96          | 0.00        | 280.96          | 30,624.70 |
| 12 12/15/2025      | 280.96          | 0.00        | 280.96          | 30,343.74 |
| 13 01/15/2026      | 280.96          | 0.00        | 280.96          | 30,062.78 |
| 14 02/15/2026      | 280.96          | 0.00        | 280.96          | 29,781.82 |
| 15 03/15/2026      | 280.96          | 0.00        | 280.96          | 29,500.86 |
| 16 04/15/2026      | 280.96          | 0.00        | 280.96          | 29,219.90 |
| 17 05/15/2026      | 280.96          | 0.00        | 280.96          | 28,938.94 |
| 18 06/15/2026      | 280.96          | 0.00        | 280.96          | 28,657.98 |
| 19 07/15/2026      | 280.96          | 0.00        | 280.96          | 28,377.02 |
| 20 08/15/2026      | 280.96          | 0.00        | 280.96          | 28,096.06 |
| 21 09/15/2026      | 280.96          | 0.00        | 280.96          | 27,815.10 |
| <b>2026 Totals</b> | <b>3,371.52</b> | <b>0.00</b> | <b>3,371.52</b> |           |
| 22 10/15/2026      | 280.96          | 0.00        | 280.96          | 27,534.14 |
| 23 11/15/2026      | 280.96          | 0.00        | 280.96          | 27,253.18 |
| 24 12/15/2026      | 280.96          | 0.00        | 280.96          | 26,972.22 |



## CHINO'S PAYOFF LB840 LOAN &amp; GRANT

|  | Date               | Payment         | Interest    | Principal       | Balance   |
|--|--------------------|-----------------|-------------|-----------------|-----------|
|  | 25 01/15/2027      | 280.96          | 0.00        | 280.96          | 26,691.26 |
|  | 26 02/15/2027      | 280.96          | 0.00        | 280.96          | 26,410.30 |
|  | 27 03/15/2027      | 280.96          | 0.00        | 280.96          | 26,129.34 |
|  | 28 04/15/2027      | 280.96          | 0.00        | 280.96          | 25,848.38 |
|  | 29 05/15/2027      | 280.96          | 0.00        | 280.96          | 25,567.42 |
|  | 30 06/15/2027      | 280.96          | 0.00        | 280.96          | 25,286.46 |
|  | 31 07/15/2027      | 280.96          | 0.00        | 280.96          | 25,005.50 |
|  | 32 08/15/2027      | 280.96          | 0.00        | 280.96          | 24,724.54 |
|  | 33 09/15/2027      | 280.96          | 0.00        | 280.96          | 24,443.58 |
|  | <b>2027 Totals</b> | <b>3,371.52</b> | <b>0.00</b> | <b>3,371.52</b> |           |
|  | 34 10/15/2027      | 280.96          | 0.00        | 280.96          | 24,162.62 |
|  | 35 11/15/2027      | 280.96          | 0.00        | 280.96          | 23,881.66 |
|  | 36 12/15/2027      | 280.96          | 0.00        | 280.96          | 23,600.70 |
|  | 37 01/15/2028      | 280.96          | 0.00        | 280.96          | 23,319.74 |
|  | 38 02/15/2028      | 280.96          | 0.00        | 280.96          | 23,038.78 |
|  | 39 03/15/2028      | 280.96          | 0.00        | 280.96          | 22,757.82 |
|  | 40 04/15/2028      | 280.96          | 0.00        | 280.96          | 22,476.86 |
|  | 41 05/15/2028      | 280.96          | 0.00        | 280.96          | 22,195.90 |
|  | 42 06/15/2028      | 280.96          | 0.00        | 280.96          | 21,914.94 |
|  | 43 07/15/2028      | 280.96          | 0.00        | 280.96          | 21,633.98 |
|  | 44 08/15/2028      | 280.96          | 0.00        | 280.96          | 21,353.02 |
|  | 45 09/15/2028      | 280.96          | 0.00        | 280.96          | 21,072.06 |
|  | <b>2028 Totals</b> | <b>3,371.52</b> | <b>0.00</b> | <b>3,371.52</b> |           |
|  | 46 10/15/2028      | 280.96          | 0.00        | 280.96          | 20,791.10 |
|  | 47 11/15/2028      | 280.96          | 0.00        | 280.96          | 20,510.14 |
|  | 48 12/15/2028      | 280.96          | 0.00        | 280.96          | 20,229.18 |
|  | 49 01/15/2029      | 280.96          | 0.00        | 280.96          | 19,948.22 |
|  | 50 02/15/2029      | 280.96          | 0.00        | 280.96          | 19,667.26 |
|  | 51 03/15/2029      | 280.96          | 0.00        | 280.96          | 19,386.30 |
|  | 52 04/15/2029      | 280.96          | 0.00        | 280.96          | 19,105.34 |
|  | 53 05/15/2029      | 280.96          | 0.00        | 280.96          | 18,824.38 |
|  | 54 06/15/2029      | 280.96          | 0.00        | 280.96          | 18,543.42 |
|  | 55 07/15/2029      | 280.96          | 0.00        | 280.96          | 18,262.46 |
|  | 56 08/15/2029      | 280.96          | 0.00        | 280.96          | 17,981.50 |
|  | 57 09/15/2029      | 280.96          | 0.00        | 280.96          | 17,700.54 |
|  | <b>2029 Totals</b> | <b>3,371.52</b> | <b>0.00</b> | <b>3,371.52</b> |           |
|  | 58 10/15/2029      | 280.96          | 0.00        | 280.96          | 17,419.58 |
|  | 59 11/15/2029      | 280.96          | 0.00        | 280.96          | 17,138.62 |
|  | 60 12/15/2029      | 280.96          | 0.00        | 280.96          | 16,857.66 |
|  | 61 01/15/2030      | 280.96          | 0.00        | 280.96          | 16,576.70 |
|  | 62 02/15/2030      | 280.96          | 0.00        | 280.96          | 16,295.74 |

## CHINO'S PAYOFF LB840 LOAN &amp; GRANT

|                    | Date       | Payment         | Interest    | Principal       | Balance   |
|--------------------|------------|-----------------|-------------|-----------------|-----------|
| 63                 | 03/15/2030 | 280.96          | 0.00        | 280.96          | 16,014.78 |
| 64                 | 04/15/2030 | 280.96          | 0.00        | 280.96          | 15,733.82 |
| 65                 | 05/15/2030 | 280.96          | 0.00        | 280.96          | 15,452.86 |
| 66                 | 06/15/2030 | 280.96          | 0.00        | 280.96          | 15,171.90 |
| 67                 | 07/15/2030 | 280.96          | 0.00        | 280.96          | 14,890.94 |
| 68                 | 08/15/2030 | 280.96          | 0.00        | 280.96          | 14,609.98 |
| 69                 | 09/15/2030 | 280.96          | 0.00        | 280.96          | 14,329.02 |
| <b>2030 Totals</b> |            | <b>3,371.52</b> | <b>0.00</b> | <b>3,371.52</b> |           |
| 70                 | 10/15/2030 | 280.96          | 0.00        | 280.96          | 14,048.06 |
| 71                 | 11/15/2030 | 280.96          | 0.00        | 280.96          | 13,767.10 |
| 72                 | 12/15/2030 | 280.96          | 0.00        | 280.96          | 13,486.14 |
| 73                 | 01/15/2031 | 280.96          | 0.00        | 280.96          | 13,205.18 |
| 74                 | 02/15/2031 | 280.96          | 0.00        | 280.96          | 12,924.22 |
| 75                 | 03/15/2031 | 280.96          | 0.00        | 280.96          | 12,643.26 |
| 76                 | 04/15/2031 | 280.96          | 0.00        | 280.96          | 12,362.30 |
| 77                 | 05/15/2031 | 280.96          | 0.00        | 280.96          | 12,081.34 |
| 78                 | 06/15/2031 | 280.96          | 0.00        | 280.96          | 11,800.38 |
| 79                 | 07/15/2031 | 280.96          | 0.00        | 280.96          | 11,519.42 |
| 80                 | 08/15/2031 | 280.96          | 0.00        | 280.96          | 11,238.46 |
| 81                 | 09/15/2031 | 280.96          | 0.00        | 280.96          | 10,957.50 |
| <b>2031 Totals</b> |            | <b>3,371.52</b> | <b>0.00</b> | <b>3,371.52</b> |           |
| 82                 | 10/15/2031 | 280.96          | 0.00        | 280.96          | 10,676.54 |
| 83                 | 11/15/2031 | 280.96          | 0.00        | 280.96          | 10,395.58 |
| 84                 | 12/15/2031 | 280.96          | 0.00        | 280.96          | 10,114.62 |
| 85                 | 01/15/2032 | 280.96          | 0.00        | 280.96          | 9,833.66  |
| 86                 | 02/15/2032 | 280.96          | 0.00        | 280.96          | 9,552.70  |
| 87                 | 03/15/2032 | 280.96          | 0.00        | 280.96          | 9,271.74  |
| 88                 | 04/15/2032 | 280.96          | 0.00        | 280.96          | 8,990.78  |
| 89                 | 05/15/2032 | 280.96          | 0.00        | 280.96          | 8,709.82  |
| 90                 | 06/15/2032 | 280.96          | 0.00        | 280.96          | 8,428.86  |
| 91                 | 07/15/2032 | 280.96          | 0.00        | 280.96          | 8,147.90  |
| 92                 | 08/15/2032 | 280.96          | 0.00        | 280.96          | 7,866.94  |
| 93                 | 09/15/2032 | 280.96          | 0.00        | 280.96          | 7,585.98  |
| <b>2032 Totals</b> |            | <b>3,371.52</b> | <b>0.00</b> | <b>3,371.52</b> |           |
| 94                 | 10/15/2032 | 280.96          | 0.00        | 280.96          | 7,305.02  |
| 95                 | 11/15/2032 | 280.96          | 0.00        | 280.96          | 7,024.06  |
| 96                 | 12/15/2032 | 280.96          | 0.00        | 280.96          | 6,743.10  |
| 97                 | 01/15/2033 | 280.96          | 0.00        | 280.96          | 6,462.14  |
| 98                 | 02/15/2033 | 280.96          | 0.00        | 280.96          | 6,181.18  |
| 99                 | 03/15/2033 | 280.96          | 0.00        | 280.96          | 5,900.22  |
| 100                | 04/15/2033 | 280.96          | 0.00        | 280.96          | 5,619.26  |

CHINO'S PAYOFF LB840 LOAN & GRANT

| Date                | Payment          | Interest     | Principal        | Balance  |
|---------------------|------------------|--------------|------------------|----------|
| 101 05/15/2033      | 280.96           | 0.00         | 280.96           | 5,338.30 |
| 102 06/15/2033      | 280.96           | 0.00         | 280.96           | 5,057.34 |
| 103 07/15/2033      | 280.96           | 0.00         | 280.96           | 4,776.38 |
| 104 08/15/2033      | 280.96           | 0.00         | 280.96           | 4,495.42 |
| 105 09/15/2033      | 280.96           | 0.00         | 280.96           | 4,214.46 |
| <b>2033 Totals</b>  | <b>3,371.52</b>  | <b>0.00</b>  | <b>3,371.52</b>  |          |
| 106 10/15/2033      | 280.96           | 0.00         | 280.96           | 3,933.50 |
| 107 11/15/2033      | 280.96           | 0.00         | 280.96           | 3,652.54 |
| 108 12/15/2033      | 280.96           | 0.00         | 280.96           | 3,371.58 |
| 109 01/15/2034      | 280.96           | 0.00         | 280.96           | 3,090.62 |
| 110 02/15/2034      | 280.96           | 0.00         | 280.96           | 2,809.66 |
| 111 03/15/2034      | 280.96           | 0.00         | 280.96           | 2,528.70 |
| 112 04/15/2034      | 280.96           | 0.00         | 280.96           | 2,247.74 |
| 113 05/15/2034      | 280.96           | 0.00         | 280.96           | 1,966.78 |
| 114 06/15/2034      | 280.96           | 0.00         | 280.96           | 1,685.82 |
| 115 07/15/2034      | 280.96           | 0.00         | 280.96           | 1,404.86 |
| 116 08/15/2034      | 280.96           | 0.00         | 280.96           | 1,123.90 |
| 117 09/15/2034      | 280.96           | 0.00         | 280.96           | 842.94   |
| <b>2034 Totals</b>  | <b>3,371.52</b>  | <b>0.00</b>  | <b>3,371.52</b>  |          |
| 118 10/15/2034      | 280.96           | 0.00         | 280.96           | 561.98   |
| 119 11/15/2034      | 280.96           | 0.00         | 280.96           | 281.02   |
| 120 12/15/2034      | 280.96           | -0.06        | 281.02           | 0.00     |
| <b>2035 Totals</b>  | <b>842.88</b>    | <b>-0.06</b> | <b>842.94</b>    |          |
| <b>Grand Totals</b> | <b>33,715.20</b> | <b>-0.06</b> | <b>33,715.26</b> |          |

Last interest amount decreased by 0.06 due to rounding.

| ANNUAL PERCENTAGE RATE                    | FINANCE CHARGE                              | Amount Financed   | Total of Payments  |
|---|---|---|--|
| The cost of your credit as a yearly rate. | The dollar amount the credit will cost you. | The amount of credit provided to you or on your behalf. | The amount you will have paid after you have made all payments as scheduled. |
| <b>0.000%</b>                             | <b>\$-0.06</b>                              | <b>\$33,715.26</b>                                      | <b>\$33,715.20</b>   |

**ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT  
CERVANTES, L.L.C. d/b/a CHINO'S MEXICAN RESTAURANT**

This Agreement is made on 9th day of November, 2020, between the City of Gering, Nebraska (the "City") and Cervantes, L.L.C. d/b/a Chino's Mexican Restaurant (the "Applicant").

**Recitals:**

- a. The City has adopted an Economic Development Program (the "Program") pursuant to the Nebraska LB 840 Economic Development Fund;
- b. The Applicant has made application for economic development assistance pursuant to the Program (the "Application");
- c. The Administrator of the Program (the "Administrator") and the City LB840 Economic Development Fund Committee (the "Committee") have reviewed the Application and negotiated the terms of a grant. Funds will be used from the LB Economic Development Fund; and
- d. The parties desire to enter into this Agreement for the purpose of setting out the terms and conditions of the grant and loans.

**Agreement:**

**1. Purpose of Grant (forgivable loan):**

Chinos started a culinary style Mexican food restaurant in Scottsbluff at Monument Mall. Since that time, the individual owners, Edward and Christina Bartella have purchased the former Pizza Hut building on contract, located at 1675 10<sup>th</sup> Street in Gering, Nebraska. As a retail business, they would like to relocate to Gering at the address of 1675 10<sup>th</sup> Street. In addition to the cost of the building, the building requires work inside the building, including but not limited to, flooring, doors, fire suppression, and general renovation. The business will create seven (7) full-time equivalents (FTEs) which are comprised of four (4) full-time employees and five (5) part-time employees in Gering.

**2. Amount of Grant (\$35,000.00) (forgivable loan):**

The City agrees to provide a grant (forgivable loan) to the Applicant up to no more than a total of Thirty-Five Thousand Dollars (\$35,000.00), for job creation for seven (7) FTEs. The payment is subject to "conditions of closing." In addition, grant money will not be payable until such time as all contingencies and conditions of closing have been met subject to the final approval of the City. The amount of the Grant (forgivable loan) is payable on the date it is approved by the Gering City Council, the date the jobs are created, and subject to the "conditions of closing". The Grant money will not be payable until final written approval of by the City Council (City) and until such as the as the full-time equivalents (FTEs) have actually been created. The jobs must be maintained for a period of five (5) years from the date the Applicant obtains what FTEs are created. If during the five (5) year period, the FTEs fall below the number that had been ultimately created by October 2021, the Applicant(s) will be deemed to be

in Default. In the event of such Default, Applicant must repay any Grant made by the City proportionate to the percentage of reduction below the jobs not maintained during the five (5) year period from the date the jobs are created and funded. Failure to maintain the number of FTEs obtained and funded for a period of five (5) years is deemed to be a violation of this Agreement, and will require full or partial repayment depending upon how long the business has operated from, after the job creation dates, and the number of jobs not maintained.

**3. Amount of Loan (\$30,000.00):**

\$30,000.00 will be payable from the LB 840 Economic Development Assistance Program. The LB 840 Economic Development Fund loan will be repaid over a five (5) year period from the "effective date." The interest rate applicable to the loan is in the amount of 1.625%. Interest will be compounded annually. Payments will be made on a monthly basis.

**4. Job Requirements (Grant Only - \$35,000.00):**

The Applicant will create up to seven (7) full-time equivalent (FTE) jobs. With respect to the Grant, the FTEs must be maintained up to seven (7) for a period of five (5) years. If the Applicant is in default, the Applicant agrees to repay the City of Gering Five Thousand Dollars (\$5,000.00) per job for jobs which have not been maintained for the full five (5) year grant requirement and otherwise earned over that period of time. The Grant (forgivable loan) will be earned on a per year basis in the amount of Five Thousand Dollars (\$5,000.00) per job for the full five (5) year requirements.

**5. Closing:**

The "Closing" shall occur on or about the 14th day of November, 2020, upon approval by the Gering City Council (the "Effective Date"). The funds will be payable only if the "conditions of closing" are met in that all documentation has been signed and submitted to the City of Gering. Subject to grant requirements, all funds may be payable as soon as documents are executed by the Mayor on behalf of the City and all documents herein are executed by the Applicant, including Guarantors.

**6. Representations and Warranties of the Applicant:**

The Applicant represents and warrants the following, all of which shall be required within thirty (30) days after the Closing:

a. The Applicant is a Limited Liability Corporation. In the event the Applicant organizes another business entity such as a partnership, corporation, or sole proprietorship, Applicant will notify the City and make any appropriate changes in documents that are required to protect the City's interest and otherwise provide security for repayment as provided in this Agreement. The Applicant has full power and authority to enter into this Agreement and carry out the transactions contemplated by this Agreement. The Applicant's execution, delivery and performance of this Agreement have been authorized by all necessary action on the part of the Applicant. This Agreement, and each agreement and instrument delivered by the Applicant pursuant to it, is the legal and binding obligation of the Applicant, enforceable against the Applicant in accordance with its terms. Applicant is required to notify the City of any changes in ownership of the L.L.C. and its members.

b. No representation or warranty made by the Applicant in this Agreement contains or will contain any untrue statement of any material fact, or omits or will fail to state any material fact known to the Applicant that are required to make the statements not misleading.

c. The execution and performance of this Agreement will not violate any provision of law, or conflict with or result in any breach of any of the terms or conditions of, or constitute a default under any indenture, mortgage, agreement or other instrument to which the Applicant is a party or by which they are bound.

d. All representations and warranties made by the Applicant shall survive the Closing.

**7. Representations and Warranties of the City:**

The City represents and warrants the following, all of which shall survive the Closing:

a. The City of Gering is a municipal corporation and qualifies for distribution of funds through its Economic Development Assistance Program.

b. No representation or warranty made by the City in this Agreement contains or will contain any untrue statement of any material fact, or omits or will fail to state any material fact known to the City that is required to make the statements not misleading.

**8. Conditions to Closing:**

The City's obligation to proceed with the Closing is subject to the Applicant's fulfillment of each and all of the following conditions at or prior to the Closing:

a. All representations and warranties of the Applicant shall be true as of the Closing.

b. In order to secure repayment, all of the Applicant's members shall deliver to the City a Guaranty (the "Guaranty") of all requirements of the Economic Development Agreement, comprising the Grant (forgivable loan) and low interest loan. The Guaranty shall be in the form of the attached Exhibit "A." The Guaranty of performance of this grant and loan must be approved by the City. Edward Bartella and Christina Bartella (collectively the "Guarantors") will guarantee repayment. Applicant agrees that any new members of the L.L.C. must agree to execute this Guaranty.

c. Applicant is to provide personal and business financial statements to the City.

d. Applicant will execute a Deed of Trust to secure payment of the terms and conditions of this Economic Development Agreement, including but not limited to the grant and loan, and Promissory Note herein.

e. Applicant agrees to execute a Promissory Note with respect to the loan which specifies the monthly payments to be made, with interest, to the City and LB 840 Fund.

f. Applicant agrees to execute a Security Agreement related to business equipment and other assets.

g. Applicant shall deliver to the City:

i. Certificates of Applicants standing and/or authorization to do business in Nebraska, certified by the Nebraska Secretary of State.

ii. Resolutions and meeting minutes of the members/owners of the L.L.C., authorizing this Agreement and providing for signature authority by Super Majority Resolutions and meeting minutes authorizing signature on this Agreement, loan documents, including a Deed of Trust, Security Agreement, and any other documents required by the City with respect to this Economic Development Agreement, including but not limited to a Deed of Trust, Security Agreement, Promissory Note, and the Economic Development Agreement herein.

g. Annual income statements and balance sheets to be collected by the City and provided by the Applicant. The City of Gering and Citizen's Advisory Committee reserves the right to require the submission of annual financial reports as audited by a Certified Public Accountant. The City of Gering and/or Citizen's Advisory Committee is required to conduct periodic/annual site visits to meet with the Applicant including verification of collateral as well as collecting any information that is required.

#### **9. Annual and Semiannual Reports:**

The fiscal year for the Applicant is at or near January 1<sup>st</sup>. The Applicant shall provide to the Administrator, two times each year (semiannual), a report in form and substance acceptable to the Administrator which calculates the Job Creation Reports two times per year; in addition, Applicant, each year in January, shall provide a balance sheet and income/expenses statement. Applicant is required to provide an Annual Report to the City, subject to a request by the City. The Annual Report shall also be reviewed at the Applicant's expenses by a Certified Public Accountant acceptable to the Administrator; provide, as long as the Applicant is required to participate with the City in submitting an annual "Job Creation Report". The City may, in the discretion of the Administrator, have the Annual report reviewed by an individual or entity other than a Certified Public Accountant. The Administrator shall have the right, at any reasonable time to hire, at its own expense, an independent Certified Public Accountant or other business or financial expert, to review the books and records of the Applicant pertaining to the Annual Report and any other terms and conditions as provided for in this Agreement.

#### **10. Default.**

The Applicant shall be in default if any of the following occur:

a. Failure to comply with any of the terms of this Agreement to include an assignment not permitted under this Agreement.

b. Any warranty, representation or statement made or given to the City by the Applicant proves to have been false in any material respect when made or given.

c. Dissolution or liquidation of the Applicant, sale of the business or the L.L.C., the termination of existence, insolvency, business failure, appointment of a receiver, assignment for the benefit of creditors, or bankruptcy of the Applicant.

d. The Applicant ceases to operate the business within the City of Gering city limits.

e. The Applicant materially or intentionally misstates the Annual and Biannual Job Requirements.

f. In the event of default by the Applicant to the provisions of the forgivable loan (grant), Applicant is required to repay the City any portion of the FTEs that have not been earned and maintained.

g. Failure of Applicant to execute a Promissory Note and any additional security documents required by the City, including a Security Agreement (Exhibit "C"), Deed of Trust (Exhibit "B"), and/or Personal Guaranties (Exhibit "A") by individual members/owners of the limited liability companies.

h. Violation by the Applicant of any of the terms of the agreement in paragraphs 1 through 9 above.

i. In the event of default of the terms and conditions of the loan and Promissory Note, the City has the right to declare the entire amount of the loan and grant due and payable at once and/or the rights allowed by any other provisions of the Promissory Note including, but not limited to, the exercise of any other remedy available to the City pursuant to Nebraska law.

j. Failure of the Applicant to notify the City of any changes of owners of the L.L.C., including the requirement that all L.L.C.'s members execute Personal Guaranties of the terms and conditions of this Agreement.

k. The job requirements (FTEs) fall below the number which is required by the Agreement and the terms of this Agreement herein.

**11. Confidentiality:**

It is agreed that this Agreement and its terms are public record and are not confidential. However, the City agrees to take reasonable steps to ensure that any financial and proprietary information provided in connection with this Agreement by the Applicant shall remain confidential and shall not be revealed or disclosed to outside sources unless the information is public knowledge, is independently developed, or is required to be disclosed by law or legal process.

**12. Notices:**

Any notices or other communications between the parties shall be personally delivered, sent by certified or registered mail, return receipt requested, by Federal Express or similar service that records delivery, or by facsimile transmission combined with any of the above methods of notice, to the addresses set out below, or to such other address as a party may designate, from time to time, by written notice to the other. A notice shall be deemed effective upon receipt.

- a. If to the City:  
City of Gering  
1025 P Street; P.O. Box 687  
Gering, NE 69341  
Fax: 308.436.6899  
Attention: City Administrator



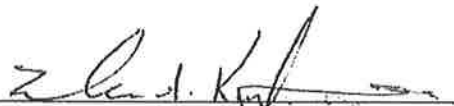
- b. If to the Applicant:  
Cervantes, L.L.C.  
d/b/a Chino's Mexican Restaurant  
1601 4<sup>th</sup> Avenue  
Scottsbluff, NE 69361  
Business Phone: 308.641.6541  
Edward Cell: 308.672.3758  
Email: c\_e\_bartella@hotmail.com


**13. Miscellaneous:**

- a. This Agreement constitutes the entire agreement of the parties with respect to its subject matter, and may only be modified in writing signed by both of the parties.
- b. The provisions of this Agreement are severable and if any provision is held to be invalid, the remainder of the Agreement shall remain in effect.
- c. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but which together shall constitute a single instrument.
- d. This Agreement shall be governed by the laws of Nebraska.
- e. This Agreement shall be binding on the successors and assigns of the parties.
- f. The Applicant may not assign or transfer their interest in this Agreement without the consent of the Administrator.

**CITY OF GERING, NEBRASKA,**

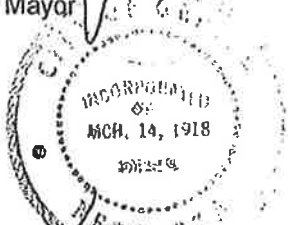
**CERVANTES, L.L.C. d/b/a CHINO'S MEXICAN RESTAURANT**


By:   
Mark A. Kaufman, Mayor

By:   
Edward Bartella as member/owner of Cervantes, L.L.C. d/b/a Chino's Mexican Restaurant

(Seal)

  
Kathy Beefe  
City Clerk



By:   
Christina Bartella as member/owner of Cervantes, L.L.C. d/b/a Chino's Mexican Restaurant

CONDITIONAL ASSUMPTION AND CONSENT OF ECONOMIC DEVELOPMENT  
ASSISTANCE AGREEMENT  
EDWARD BARTELLA & CHRISTINA BARTELLA AS MEMBER/OWNERS OF  
CERVANTES, L.L.C., D/B/A CHINO'S MEXICAN RESTAURANT

This Conditional Assumption and Consent (the "Agreement") for the Economic Development Assistance Agreement executed by Edward Bartella, ("Bartella") individually, and as a member/owner of Cervantes, L.L.C., d/b/a Chino's Mexican Restaurant and Christina Bartella, individually, is made and entered into by and between The City of Gering ("City"), Bartella, ("Applicant/Assignor"), and Ron Schwab, individually, and d/b/a Stooges Neighborhood Grill and Bar, L.L.C. ("Assignee"), as of this 13<sup>th</sup> day of May, 2024.

**RECITALS**

- A. Applicant/Assignor is the original Applicant of an Economic Development Program pursuant to a Nebraska LB840 Development Fund, dated November 9, 2020.
- B. The Applicant/Assignor entered into an agreement for LB840 funds with the City of Gering related to the Chino's Mexican Restaurant. A copy of the Economic Development Assistance Agreement is attached hereto as Exhibit "1" (pages 1-6). The Applicant/Assignee qualified for a grant (forgivable loan) in the amount of \$35,000.00 for up to seven (7) FTE positions. Those positions were to remain in full force and effect and continue to be for a period of five years from either the Effective Date or the date when the Applicant received funds for the FTE's which were created.
- C. Applicant/Assignor is in default of the provisions of the Economic Development Assistance Agreement. Applicant/Assignor has agreed to discontinue, or otherwise transfer the business to Assignee, Ron Schwab. Assignee has agreed to assume all duties, liabilities, and other obligations of the Applicant/Assignor, related only to the Grant for job creation under the terms and provisions of the Economic Development Assistance Agreement (Exhibit "1").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Applicant/Assignor, Assignee, and City agree as follows:

**EXHIBIT 2**

1. **Assignment.** As of the 13th day of May, 2024, (Effective Date), Applicant/Assignor hereby assigns to Assignee all of its right, title, and interest in and to the terms and conditions of the Economic Development Assistance Agreement (Exhibit "1") related only to the Grant for job creation.
  
2. **Assumption.** As of the Effective Date, Assignee hereby assumes the obligations of the Applicant/Assignor under the Economic Development Assistance Agreement, only as said Agreement relates to job creation requirements (Exhibit "1"), for the balance of the term described therein and agrees to faithfully perform and fulfill all the covenants, conditions, and obligations of Applicant/Assignor contained in such Economic Development Assistance Agreement. However, Assignee, shall not be liable to repay any portion of the grant in the event Assignee does not continue to operate a business and have employees at this site. Assignee, Ron Schwab, shall provide to the City Administrator, two times each year, Job Creation Reports for Stooges Neighborhood Grill & Bar, L.L.C., with the first reporting period to be July-December 2024 and the final report will be for the period of July-December 2026. Per the terms of the original Economic Development Assistance Agreement, seven (7) FTE positions must be maintained for all reporting periods for compliance. FTEs are calculated at 32 hours per week.
  
3. **Conditional Release.** Subject to the Conditional Assumption and consent by Assignee, Ron Schwab, herein, except exceptions outlined in paragraphs 2. and 3. Applicant/Assignor (Edward Bartella and Christina Bartella) remains liable for all unfulfilled terms of the original Economic Development Assistance Agreement, of November 9, 2020. The parties agree that the Applicant/Assignor, subject to faithful performance of the remaining terms of Exhibit "1", shall not be obligated to fulfill all the terms and conditions of the original Economic Development Assistance Agreement, relate to the grant, unless there is a failure of the Assignee to fulfill the terms and conditions of that agreement. In the event Assignee fails to fulfill the remainder of such terms of Exhibit "1", Applicant/Assignor shall be obligated to fulfill any and all terms and conditions of the "Agreement" including, but not limited to, the loan, Promissory Note, and Modification of Promissory Note.
  
4. **Loan to Bartella.** As it relates only to Edward Bartella, Christina Bartella, Cervantes, L.L.C.; d/b/a Chino's Mexican Restaurant, these individuals and entities are in default of the Economic Development Assistance Agreement entered into on, or about, November

2, 2020, related to a \$30,000.00 LB840 loan. Subject to City Council approval, the loan is to be modified in order to allow these individuals and entities to repay the balance of what is due and owing in the amount of \$15,969.47, with interest. The City of Gering and Bartella agrees that Bartella is allowed to repay this amount based on a new Promissory Note in order to avoid collections efforts related to the original 2020 Promissory Note. The new Promissory Note will carry an interest rate of 6.00% per annum payable in 84 equal monthly amortization installments with the first payment due on June 1, 2024, in the amount of \$234.46 and \$234.46 on the first day of each month thereafter until paid in full according to the terms and conditions of the Promissory Note. Bartella agrees that this Promissory Note shall be subject to the original Deed of Trust executed by the Bartellas on November 9, 2020 and recorded with the Scotts Bluff County Register of Deeds on January 19, 2021, as Instrument 2021-256. A copy of that Deed of Trust is attached hereto as Exhibit "2". Bartella agree that the original Economic Development Assistance Agreement as it relates to the LB840 loan remains in full force and effect until the loan obligation is fulfilled. This section of the Conditional Assumption and Consent of Economic Development Assistance Agreement has no application, whatsoever, to any obligations of Assignee, Ron Schwab.

5. **Consent of City.** The City of Gering hereby consents to the Conditional Assumption and Consent Agreement herein as it relates to the transfer, sale, and relationship between the Applicant/Assignor, Assignee, and the City of Gering under the terms and conditions of the Economic Development Assistance Agreement (Exhibit "1") for obligations of the Grant.
  
6. **Effective Date.** The Effective Date of this Conditional Assumption and Consent Agreement shall be the date the Applicant/Assignor conveys all right, title, and interest to Assignee. That date is the 13th day of May, 2024. The terms and conditions of the Conditional Assumption and Consent Agreement, related to the Assignee will continue until the 31st day of December, 2026.

**[SIGNATURE PAGES TO FOLLOW]**

**"ASSIGNEE"**

Dated this 10 day of May, 2024.

By: Ron Schwab  
Ron Schwab, Individually and as Member/Owner  
of Stooges Neighborhood Bar and Grill, L.L.C.

STATE OF NEBRASKA, COUNTY OF SCOTTS BLUFF: ss.

BEFORE ME, a notary public qualified for said state and county, personally came Ron Schwab, individually and as Member/Owner of Stooges Neighborhood Bar and Grill, L.L.C., known to me to be the identical person who signed the foregoing instrument.

WITNESS my hand and notarial seal this 10<sup>th</sup> day of May, 2024.

Carol Martin  
Notary Public



**"APPLICANT/ASSIGNOR"**

CERVANTES, L.L.C. D/B/A CHINO'S MEXICAN RESTAURANT

Dated this 10th day of May, 2024.

By: Edward Bartella  
Edward Bartella, Individually and as Member/Owner  
of Cervantes, L.L.C. d/b/a Chino's Mexican Restaurant

STATE OF NEBRASKA, COUNTY OF SCOTTS BLUFF: ss.

BEFORE ME, a notary public qualified for said state and county, personally came Edward Bartella, individually and as member/owner of Cervantes, L.L.C., d/b/a Chino's Mexican Restaurant known to me to be the identical person who signed the foregoing instrument.

WITNESS my hand and notarial seal this 10th day of May, 2024.



Kathleen J. Welfl  
Notary Public

Dated this 10th day of May, 2024.

By: Christina Bartella  
Christina Bartella, Individually and as Member/Owner  
of Cervantes, L.L.C. d/b/a Chino's Mexican Restaurant

STATE OF NEBRASKA, COUNTY OF SCOTTS BLUFF: ss.

BEFORE ME, a notary public qualified for said state and county, personally came Christina Bartella, individually and as member/owner of Cervantes, L.L.C., d/b/a Chino's Mexican Restaurant known to me to be the identical person who signed the foregoing instrument.

WITNESS my hand and notarial seal this 10th day of May, 2024.



Kathleen J. Welfl  
Notary Public

**"SECURED PARTY"**

THE CITY OF GERING, A MUNICIPAL CORPORATION

Dated this 13<sup>th</sup> day of May, 2024.

By:   
Kent E. Ewing, Mayor of the City of Gering

ATTEST:  
City of Gering ("Seal")

By:   
Kathleen J. Lepp  
City Clerk, City of Gering



**Agenda Item Summary**

**For the meeting of:** December 9, 2024

**Agenda item title:** Approve and authorize the Mayor to sign Agreement for the Safe Streets for All Grant

**Submitted by:** Annie Folck, City Engineer

**Explanation of the agenda item:**

The City of Gering applied for and was selected to receive \$200,000 of funding as part of the Safe Streets for All Grant Program. The City has budgeted these funds as well as an additional \$50,000 as matching funds. The purpose of this grant is to develop a Safe Streets for All Plan which will identify street improvements that will improve safety for motorists, pedestrians, and cyclists alike. The plan will also identify possible funding sources for the suggested improvements. Additionally, the grant will fund a demonstration project to allow the City to try new technologies to improve safety at key pedestrian crossings. This agreement commits the City to ensuring all of this work is completed and provides the timeline for doing so. It also commits the City to spending the \$50,000 match that is required by the program.

**Board/Commission/Staff recommendation:** Staff recommends approval of the grant agreement.

**Does this item require the expenditure of funds?**  Yes  no

**Are funds budgeted?**  Yes  no

If no, comments:

**Estimated Amount** \$50,000

**Amount Budgeted** \$50,000

**Department** Transportation

**Account** 130-06-6460

**Account Description** Capital Improvements

**Approval of funds available:** Lyndsey Mathews, Finance Director

**City Treasurer/Finance Director**

**Does this item require a resolution or an ordinance?**  yes  no

If a resolution or ordinance is required, it must be attached.

**Approved for submittal:** Annie Folck, City Engineer

**Mayor, City Administrator or City Department Head**

**Referred to:** Committee

All Agenda Item Summaries and the required attachments are due by Noon on the Wednesday prior to the Council meeting. If the Wednesday prior to the City Council is a holiday, the deadline is Tuesday at Noon.



- 1. Federal Award No.**  
693JJ32540164
- 2. Effective Date**  
See No. 16 Below
- 3. Assistance Listings No.**  
20.939
- 4. Award To**  
City of Gering  
1025 P Street  
PO Box 687  
Gering, NE 69341
- 5. Sponsoring Office**  
U.S. Department of Transportation  
Federal Highway Administration  
Office of Safety  
1200 New Jersey Avenue, SE  
HSSA-1, Mail Drop E71-117  
Washington, DC 20590
- Unique Entity Id.: VADWNMH8YES5  
TIN No.: 47-6006198
- 6. Period of Performance**  
Effective Date of Award to  
24 Months
- 7. Total Amount**
- |                      |           |
|----------------------|-----------|
| Federal Share:       | \$200,000 |
| Recipient Share:     | \$50,000  |
| Other Federal Funds: | \$0       |
| Other Funds:         | \$0       |
| Total:               | \$250,000 |
- 8. Type of Agreement**  
Grant
- 9. Authority**  
Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “Bipartisan Infrastructure Law” or “BIL”)
- 10. Procurement Request No.**  
HSA240224PR
- 11. Federal Funds Obligated**  
Base Phase: \$150,000
- 12. Submit Payment Requests To**  
See Article 5.
- 13. Accounting and Appropriations Data**  
15X0173E50.0000.055SR10500.559200000  
0.41010.61006600.0000000000.000000000  
0.0000000000.0000000000

**14. Description of the Project**

The City will develop an Action Plan that addresses all the required components outlined in the SS4A Grant program. The City will deploy a demonstration project to evaluate new technologies to increase safety for pedestrian crossings. The base phase includes preliminary design and NEPA. Phase 1 will include right-of-way and utility relocation, if the project necessitates it. Also included within this phase is final project design. Phase 2 will consist of construction and installation of demonstration project. The planning process will engage a diverse range of stakeholders, including local government officials, community organizations, transportation experts, advocacy groups, and residents to identify key priorities and develop strategies to create safer and more inclusive streets for all.

**RECIPIENT**

**15. Signature of Person Authorized to Sign**

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Signature \_\_\_\_\_ Date \_\_\_\_\_  
Name: Kent Ewing  
Title: Mayor

**FEDERAL HIGHWAY ADMINISTRATION**

**16. Signature of Agreement Officer**

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Signature \_\_\_\_\_ Date \_\_\_\_\_  
Name: Hector Santamaria  
Title: Agreement Officer

**U.S. DEPARTMENT OF TRANSPORTATION**

**GRANT AGREEMENT UNDER THE  
FISCAL YEAR 2023 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM**

This agreement is between the United States Department of Transportation’s (the “USDOT”) Federal Highway Administration (the “FHWA”) and the City of Gering (the “Recipient”).

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All (“SS4A”) Grant for the City of Gering, NE Transportation Safety Action Plan and Demonstration Project.

The parties therefore agree to the following:

**ARTICLE 1  
GENERAL TERMS AND CONDITIONS**

**1.1 General Terms and Conditions.**

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2023 Safe Streets and Roads for All (“SS4A”) Grant Program,” which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under “Fiscal Year 2023.” Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

**ARTICLE 2  
APPLICATION, PROJECT, AND AWARD**

**2.1 Application.**

Application Title: City of Gering, NE Transportation Safety Action Plan and Demonstration Project

Application Date: 7/10/2023

**2.2 Award Amount.**

SS4A Grant Amount: \$200,000

**2.3 Federal Obligation Information.**

Federal Obligation Type: Multiple

| <b>Obligation Condition Table</b>   |                                     |                             |
|---|-------------------------------------|-----------------------------|
| <b>Phase the Project</b>  | <b>Allocation of the SS4A Grant</b> | <b>Obligation Condition</b> |
| Base Phase-<br>Preliminary Design<br>NEPA<br><br>Development of a Safe Streets<br>Action Plan | \$150,000                           |                             |

**Obligation Condition Table**

| <b>Phase the Project</b>  | <b>Allocation of the SS4A Grant</b> | <b>Obligation Condition</b>  |
|---|-------------------------------------|--|
| <p>Phase I:<br/>ROW (if applicable)<br/>Utility Relocation (if applicable)<br/>Final Design</p> | <p>\$20,000</p>                     | <p>The Recipient shall not expend any funds (Federal or non-Federal) for, seek reimbursement of eligible costs, or otherwise begin any part of the final design and construction of an Implementation Project unless and until:</p> <ol style="list-style-type: none"> <li>(1) The requirements of the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) (“NEPA”), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) (“NHPA”), and any other applicable environmental laws and regulations have been met; and</li> <li>(2) FHWA, or a State with applicable NEPA Assignment authority, has approved the NEPA document for the Project and provided the Recipient with a written notice that the environmental review process is complete; and</li> <li>(3) FHWA has obligated additional funds for this phase and notified the Recipient in writing that the Recipient may proceed to the next activity after NEPA approval, and the Recipient has acknowledged receipt in writing of FHWA’s notification. Recipient shall not proceed with any such activities until (2) and (3) as described in this section are met. Costs that are incurred before (2) and (3) as described in this section are met are not allowable costs under this agreement.</li> </ol> <p>Extent of activities that are permissible before NEPA is complete are those activities constituting “preliminary design” as specified in FHWA Order 6640.1A.</p> |

| <b>Obligation Condition Table</b> |                                     |  |
|-----------------------------------|-------------------------------------|--|
| <b>Phase the Project</b>          | <b>Allocation of the SS4A Grant</b> | <b>Obligation Condition</b>  |
| Phase II:<br>Construction         | \$30,000                            | <p>The Recipient shall not expend any funds (Federal or non-Federal) for, seek reimbursement of eligible costs, or otherwise begin any part of the construction or final design and construction of an Implementation Project unless and until:</p> <ol style="list-style-type: none"> <li>(1) The requirements of the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) (“NEPA”), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) (“NHPA”), and any other applicable environmental laws and regulations have been met; and</li> <li>(2) FHWA, or a State with applicable NEPA Assignment authority, has approved the NEPA document for the Project and provided the Recipient with a written notice that the environmental review process is complete; and</li> <li>(3) FHWA has obligated additional funds for this phase and notified the Recipient in writing that the Recipient may proceed to the next activity after NEPA approval, and the Recipient has acknowledged receipt in writing of FHWA’s notification. Recipient shall not proceed with any such activities until (2) and (3) as described in this section are met. Costs that are incurred before (2) and (3) as described in this section are met are not allowable costs under this agreement.</li> </ol> <p>Extent of activities that are permissible before NEPA is complete are those activities constituting “preliminary design” as specified in FHWA Order 6640.1A.</p> |

**2.4 Budget Period.**

Base Phase Budget Period: Start: Upon approval of grant agreement.

End: 18 months post approval of grant agreement

Option Phase 1 Budget Period: reserved

Option Phase 2 Budget Period: reserved

**2.5 Grant Designation.**

Designation: Planning and Demonstration

**ARTICLE 3**  
**SUMMARY PROJECT INFORMATION**

**3.1 Summary of Project's Statement of Work.**

The project will be completed in three phases as follows:

Base Phase: The City will develop an Action Plan that addresses all the required components outlined in the SS4A Grant program. The base phase includes preliminary design and NEPA. The planning process will engage a diverse range of stakeholders, including local government officials, community organizations, transportation experts, advocacy groups, and residents to identify key priorities and develop strategies to create safer and more inclusive streets for all.

Phase 1: Phase 1 will include right-of-way and utility relocation if the project necessitates it. Also included within this phase is final project design.

Phase 2: Phase 2 will consist of construction and installation of demonstration Project. The City will deploy a demonstration project to evaluate new technologies to increase safety for pedestrian crossings. This will provide community leaders with information on their effectiveness in reducing conflicts and eliminating pedestrian-related crashes. The specifics of the demonstration project have yet to be determined, but one option is utilizing Rectangular Rapid Flashing Beacons to replace existing crosswalk signs to increase visibility and result in more cars stopping for pedestrians and cyclists. Monitoring and Evaluation of Demonstration Project: The demonstration project will be evaluated to determine if it has been effective. If the demonstration project is found to be effective, then the improvements would be made permanent.

### 3.2 Project's Estimated Schedule.

#### Action Plan Schedule

| Milestone                           | Schedule Date                  |
|-------------------------------------|--------------------------------|
| Planned NEPA Completion Date:       | 6 months post grant agreement  |
| Planned Draft Plan Completion Date: | 12 months post grant agreement |
| Planned Final Plan Completion Date: | 15 months post grant agreement |
| Planned Final Plan Adoption Date:   | 17 months post grant agreement |
| Planned SS4A Final Report Date:     | 18 months post grant agreement |

#### Demonstration Activity Schedule

| Milestone                           | Schedule Date                  |
|-------------------------------------|--------------------------------|
| Planned NEPA Completion Date:       | 6 months post grant agreement  |
| Planned Construction Start Date     | 8 months post grant agreement  |
| Planned Evaluation Period End Date: | 20 months post grant agreement |
| Planned SS4A Final Report Date:     | 22 months post grant agreement |

### 3.3 Project's Estimated Costs.

#### (a) Eligible Project Costs

| <b>Eligible Project Costs</b>       |                  |
|-------------------------------------|------------------|
| SS4A Grant Amount:                  | \$200,000        |
| Other Federal Funds:                | 0                |
| State Funds:                        | 0                |
| Local Funds:                        | \$50,000         |
| In-Kind Match:                      | 0                |
| Other Funds:                        | 0                |
| <b>Total Eligible Project Cost:</b> | <b>\$250,000</b> |



(b) Cost Classification Table – Planning and Demonstration Grants with demonstration activities and Implementation Grants Only

| <b>Cost Classification</b>         | <b>Total Costs</b> | <b>Non-SS4A<br/>Previously<br/>Incurred<br/>Costs</b> | <b>Eligible<br/>Costs</b> |
|------------------------------------|--------------------|---|---------------------------|
| Architectural and engineering fees | \$200,000          |   | <b>\$200,000</b>          |
| Equipment                          | \$50,000           |   | <b>\$50,000</b>           |
| <b>Project Total</b>               | <b>\$250,000</b>   |   | <b>\$250,000</b>          |

(c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient’s approved Budget Application. In the event the Recipient’s indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient’s indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

**ARTICLE 4**

**RECIPIENT INFORMATION**

**4.1 Recipient Contact(s).**

Annie Folck  
City Engineer  
City of Gering  
1025 P Street  
PO Box 687  
Gering, NE 69341  
(308) 436-6845  
afolck@gering.org

**4.2 Recipient Key Personnel.**

| <b>Name</b>      | <b>Title or Position</b>      |
|------------------|-------------------------------|
| Casey Dahlgrin   | Transportation Superintendent |
| Pat Heath        | City Administrator            |
| Sergio Rodriguez | Engineering Technician        |

**4.3 USDOT Project Contact(s).**

Safe Streets and Roads for All Program Manager  
Federal Highway Administration  
Office of Safety  
HSSA-1, Mail Stop: E71-117  
1200 New Jersey Avenue, S.E.  
Washington, DC 20590  
202-366-2822  
[SS4A.FHWA@dot.gov](mailto:SS4A.FHWA@dot.gov)

and

Agreement Officer (AO)  
Federal Highway Administration  
Office of Acquisition and Grants Management  
HCFA-42, Mail Stop E62-310  
1200 New Jersey Avenue, S.E.  
Washington, DC 20590  
[HCFASS4A@dot.gov](mailto:HCFASS4A@dot.gov)

and

Division Administrator – Nebraska  
Agreement Officer’s Representative (AOR)  
100 Centennial Mall North Lincoln, NE 68508  
402-742-8460  
[Nebraska.FHWA@dot.gov](mailto:Nebraska.FHWA@dot.gov)

and

Alison Koch  
Nebraska Division Office Lead Point of Contact  
Transportation Specialist  
100 Centennial Mall North Lincoln, NE 68508  
402-742-8467  
[alison.koch@dot.gov](mailto:alison.koch@dot.gov)

## ARTICLE 5 USDOT ADMINISTRATIVE INFORMATION

### 5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

#### SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the “AO”) are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

In accordance with 2 CFR 200.308(f)(6), the recipient or subrecipient shall obtain prior written approval from the USDOT agreement officer for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308(f)(6) and does not apply to procurement transactions for goods and services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

### 5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.

- (b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer's Representative (the "AOR") may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.
- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

**ARTICLE 6**  
**SPECIAL GRANT TERMS**

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.
- 6.2** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.3** SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.
- 6.4** The Recipient of a Planning and Demonstration Grant acknowledges that the Action Plan will be made publicly available and agrees that it will publish the final Action Plan on a publicly available website.
- 6.5** The Recipient of a Planning and Demonstration Grant that involves a demonstration activity agrees to provide an assessment of each demonstration activity and update the existing Action Plan, which will incorporate the information gathered in the Action Plan's list of projects or strategies and/or inform another part of the existing Action Plan. The Recipient also agrees that demonstration activities are temporary in nature and must be removed and/or ended following the conclusion of the project if the assessment of the demonstration activities does not affirm that the activities provide safety benefits.
- 6.6** The Recipient acknowledges that it is required to conduct certain environmental analyses and to prepare and submit to FHWA, or State with applicable NEPA Assignment authority, documents required under NEPA, and other applicable environmental statutes and regulations before the Government will obligate funds for Option Phase 1 under this agreement and provide the Recipient with a written notice to proceed with Option Phase 1.
- 6.7** The Government's execution of this agreement does not in any way constitute pre-approval or waiver of any of the regulations imposed upon Recipient under the applicable Federal rules, regulations and laws regarding SS4A projects undertaken in accordance with the terms and conditions of this agreement. The Recipient shall comply with all applicable Federal requirements before incurring any costs under this agreement.
- 6.8** There are no other special grant requirements.

**ATTACHMENT A**  
**PERFORMANCE MEASUREMENT INFORMATION**

**Study Area:** City of Gering, Nebraska

**Baseline Measurement Date:** 6 months post grant agreement

**Baseline Report Date:** 8 months post grant agreement

**Table 1: Performance Measure Table**

| <b>Measure</b>  | <b>Category and Description</b>  | <b>Measurement Frequency and Reporting Deadline</b>                            |
|---|--|--|
| <p>Safety Performance<br/>[for Implementation Grants and Planning and Demonstration Grants with demonstration activities]</p> | <p>Fatalities: Total annual fatalities in the project location(s)</p>  | <p>Annually and within 120 days after the end of the period of performance</p> |
| <p>Safety Performance<br/>[for Implementation Grants and Planning and Demonstration Grants with demonstration activities]</p> | <p>Serious Injuries: Total annual serious injuries in the project location(s) [if available]</p>   | <p>Annually and within 120 days after the end of the period of performance</p> |
| <p>Safety Performance<br/>[for Implementation Grants and Planning and Demonstration Grants with demonstration activities]</p> | <p>Crashes by Road User Category: Total annual crashes in the project location(s) broken out by types of roadway users involved (e.g., pedestrians, bicyclists, motorcyclist, passenger vehicle occupant, commercial vehicle occupant)</p> | <p>Annually and within 120 days after the end of the period of performance</p> |
| <p>Equity<br/>[for all Grants]</p>  | <p>Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT</p>  | <p>Within 120 days after the end of the period of performance</p>              |
| <p>Costs<br/>[for all Grants]</p>   | <p>Project Costs: Quantification of the cost of each eligible project carried out using the grant</p>  | <p>Within 120 days after the end of the period of performance</p>              |

| <b>Measure</b>   | <b>Category and Description</b>  | <b>Measurement Frequency and Reporting Deadline</b>               |
|--|--|---|
| <p>Outcomes and Benefits<br/>[for Implementation Grants and Planning and Demonstration Grants with demonstration activities]</p> | <p>Quantitative Project Benefits:<br/>Quantification of evidence-based projects or strategies implemented (e.g., miles of sidewalks installed, number of pedestrian crossings upgraded, etc.)</p>          | <p>Within 120 days after the end of the period of performance</p> |
| <p>Outcomes and Benefits<br/>[for Implementation Grants and Planning and Demonstration Grants with demonstration activities]</p> | <p>Qualitative Project Benefits: Qualitative description of evidence-based projects or strategies implemented (e.g., narrative descriptions, testimonials, high-quality before and after photos, etc.)</p> | <p>Within 120 days after the end of the period of performance</p> |
| <p>Outcomes and Benefits<br/>[for Implementation Grants and Planning and Demonstration Grants with demonstration activities]</p> | <p>Project Location(s): GIS/geo coordinate information identifying specific project location(s)</p>  | <p>Within 120 days after the end of the period of performance</p> |
| <p>Lessons Learned and Recommendations<br/>[for all Grants]</p>  | <p>Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.</p>     | <p>Within 120 days after the end of the period of performance</p> |

**ATTACHMENT B  
CHANGES FROM APPLICATION**

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties’ knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert “N/A” in Section 3.3 of the table.

**Scope:** There have been no changes to the scope since the time of project application.

**Schedule:** There have been no changes to the schedule since the time of project application.

**Budget:** There have been no changes to the budget since the time of project application.

The table below provides a summary comparison of the project budget.

| Fund Source   | Application |   | Section 3.3 |   |
|---|-------------|---|-------------|---|
|   | \$          | % | \$          | % |
| <b>Previously Incurred Costs<br/>(Non-Eligible Project Costs)</b> |             |   | N/A         |   |
| Federal Funds   |             |   |             |   |
| Non-Federal Funds   |             |   |             |   |
| Total Previously Incurred Costs                                   |             |   |             |   |
| <b>Future Eligible Project Costs</b>                              |             |   | N/A         |   |
| SS4AFunds   |             |   |             |   |
| Other Federal Funds   |             |   |             |   |
| Non-Federal Funds   |             |   |             |   |
| Total Future Eligible Project Costs                               |             |   |             |   |
| Total Project Costs   |             |   | N/A         |   |



**ATTACHMENT C  
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY**

**1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.**

The Recipient states that rows marked with “X” in the following table align with the application:

|   |   |
|---|---|
|   | A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>   |
|   | The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i> |
|   | The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>  |
| X | The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>   |
|   | The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>   |
|   | The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.   |
|   | The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but intends to take relevant actions described in the supporting narrative below.  |
|   | The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.  |

**2. Supporting Narrative.**

When developing the Action Plan, specific emphasis will be placed on access to areas that are frequented by vulnerable populations, such as the local Community Action Partnership that provides health care and other services to low-income populations. It will also look very carefully at areas that connect the City of Gering to the City of Scottsbluff to the north, as there are many low-income individuals who must walk, bike, or roll from one community to another to get to their place of employment or access other health services. From past planning efforts, it appears that many of these individuals are from predominantly Hispanic neighborhoods.

**ATTACHMENT D**  
**CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS**

**1. Consideration of Climate Change and Environmental Justice Impacts.**

The Recipient states that rows marked with “X” in the following table align with the application:

|   |   |
|---|---|
|   | The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>  |
|   | The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>   |
|   | The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>  |
|   | The Recipient or a project partner used environmental justice tools, such as the EJScreen, to minimize adverse impacts of the Project on environmental justice communities. <i>(Identify the tool(s) in the supporting narrative below.)</i>  |
| X | The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. <i>(Describe that shift in the supporting narrative below.)</i>  |
|   | The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. <i>(Describe those strategies in the supporting narrative below.)</i>  |
|   | The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. <i>(Describe the incorporated infrastructure in the supporting narrative below.)</i>  |
|   | The Project supports the installation of electric vehicle charging stations. <i>(Describe that support in the supporting narrative below.)</i>  |
|   | The Project promotes energy efficiency. <i>(Describe how in the supporting narrative below.)</i>  |
|   | The Project serves the renewable energy supply chain. <i>(Describe how in the supporting narrative below.)</i>  |
|   | The Project improves disaster preparedness and resiliency <i>(Describe how in the supporting narrative below.)</i>  |
|   | The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. <i>(Describe how in the supporting narrative below.)</i> |
|   | The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. <i>(Describe that infrastructure in the supporting narrative below.)</i>  |
|   | The Project supports or incorporates the construction of energy- and location-efficient buildings. <i>(Describe how in the supporting narrative below.)</i>   |

|  |   |
|--|---|
|  | The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. <i>(Describe the materials in the supporting narrative below.)</i>          |
|  | The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project, as described in the supporting narrative below.                              |
|  | The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but will take relevant actions described in the supporting narrative below. |
|  | The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.                               |

**2. Supporting Narrative.**

The primary method of travel in the City of Gering is by passenger car. In past planning efforts, residents have indicated that they would be more likely to walk or bike if they felt like there were safer transportation facilities. The goal of the Action Plan is to identify improvements that would allow pedestrians and cyclists to feel more comfortable with walking or biking as a method of everyday transportation, and not only for recreation. In order to do so, the plan will identify some of the key hubs in town and how best to connect them.

**ATTACHMENT E  
LABOR AND WORKFORCE**

**1. Efforts to Support Good-Paying Jobs and Strong Labor Standards**

The Recipient states that rows marked with “X” in the following table align with the application:

|   |  |
|---|--|
|   | The Recipient demonstrate, to the full extent possible consistent with the law, an effort to create good-paying jobs with the free and fair choice to join a union and incorporation of high labor standards. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>   |
| X | The Recipient or a project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project. <i>(Describe the relevant provisions in the supporting narrative below.)</i>  |
|   | The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. <i>(Describe the use of registered apprenticeship in the supporting narrative below.)</i>  |
|   | The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. <i>(Describe the training programs in the supporting narrative below.)</i>   |
|   | The Recipient or a project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. <i>(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)</i>   |
|   | The Recipient or a project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. <i>(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)</i> |
|   | The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>   |

|  |   |
|--|---|
|  | <p>The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including:</p> <ul style="list-style-type: none"> <li>a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law;</li> <li>b. proactive partnerships with the U.S. Department of Labor’s Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements and meet the requirements as outlined in the Notice of Funding Opportunity to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women and goals that vary based on geography for construction work hours and for work being performed by people of color;</li> <li>c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements;</li> <li>d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin;</li> <li>e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and</li> <li>f. maintaining robust anti-retaliation measures covering employees and contractors.</li> </ul> <p><i>(Describe the equal opportunity plan in the supporting narrative below.)</i></p> |
|  | <p>The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i></p>   |
|  | <p>The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the project, will take relevant actions described in the supporting narrative below.</p>  |
|  | <p>The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award.</p>  |

**2. Supporting Narrative.**

We have hopes of hiring locally for this project and will give preference to in-state consultants when selecting an engineering firm to complete the Action Plan. Additionally, for the Demonstration Project, City purchasing procedures will apply, which requires any contracts of \$30,000 or more to be locally advertised and competitively bid. For any contracts under \$30,000 local contractors will be contacted and the one who provides the lowest and best bid will be selected.

**ATTACHMENT F**  
**CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE**

**1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.**

The Recipient states that rows marked with “X” in the following table are accurate:

|  |  |
|--|--|
|  | The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.   |
|  | The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.   |
|  | For projects in floodplains: The Recipient appropriately considered whether the project was upgraded consistent with the Federal Flood Risk Management Standard, to the extent consistent with current law, in Executive Order 14030, Climate-Related Financial Risk (86 FR 27967), and Executive Order 13690, Establishing a Federal Flood Risk Management Standard and a Process for Further Solicit and Considering Stakeholder Input (80 FR 6425). |

**2. Supporting Narrative.**

Not Applicable



## NATIONAL PURCHASING COOPERATIVE INTERLOCAL PARTICIPATION AGREEMENT

This Interlocal Participation Agreement (“Agreement”) is made and entered into on the date indicated below by and between the National Purchasing Cooperative (“Cooperative”), an administrative agency of cooperating local governments and other governmental entities, acting on its own behalf and the behalf of all participating governmental entities, and the undersigned governmental entity (“Cooperative Member”).

### I. RECITALS

WHEREAS, the National Purchasing Cooperative was formed on May 26, 2010, by certain local governments that entered into an Organizational Interlocal Agreement; and

WHEREAS, the purpose of the Cooperative is to facilitate compliance with state procurement requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize potential economies of scale, including administrative cost savings, for Cooperative Members;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Cooperative Member and the Cooperative agree as follows:

### II. TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the execution or acceptance of this Agreement hereby adopts and approves the Organizational Interlocal Agreement, as last amended and restated, which agreement is incorporated herein by reference (and is available from the Cooperative upon request). The Organizational Interlocal Agreement establishes the Cooperative as an administrative agency of its collective participants, and Cooperative Member agrees to become a participant or additional party to the Organizational Interlocal Agreement.

2. **Term.** The initial term of this Agreement shall commence on the date it is executed by both parties and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. If the Cooperative Member is an existing Cooperative Member that joined the Cooperative by executing a participation agreement which authorized amendment upon the Cooperative providing prior written notice, then this Agreement will be deemed an Amendment by Notice, effective on the 61<sup>st</sup> day that the Cooperative Member is sent notice of this Agreement. In addition, this Agreement will continue to automatically renew for successive one-year terms on the anniversary date of the Cooperative Member’s initial term (not the effective date of the amendment), unless the Agreement is sooner terminated in accordance with the provisions herein.



3. **Termination.**

(a) **By the Cooperative Member.** This Agreement may be terminated by the Cooperative Member at any time by 30 days prior written notice to the Cooperative as provided in Article III, Section 14, provided any amounts owed to any vendor have been fully paid.

(b) **By the Cooperative.** The Cooperative may terminate this Agreement by:

(1) Giving 10 days notice as provided in Article III, Section 14, to the Cooperative Member if the Cooperative Member breaches this Agreement; or

(2) Giving 30 days notice as provided in Article III, Section 14, to the Cooperative Member with or without cause.

(c) **Termination Procedure.** If the Cooperative Member terminates its participation under this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member, the Cooperative Member shall bear the full financial responsibility for all of its purchases made from vendors under or through this Agreement. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. In addition, the Cooperative Member agrees it will not be entitled to any distribution which may occur after the Cooperative Member terminates from the Cooperative.

4. **Payments by Cooperative Member.** The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the bid invitation, instructions, and all other applicable procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring Cooperative Member shall be the exclusive obligation of the procuring Cooperative Member, and not the Cooperative. Furthermore, the Cooperative Member is solely responsible for negotiating and securing ancillary agreements from the vendor on such other terms and conditions, including provisions relating to insurance or bonding, that the Cooperative Member deems necessary or desirable under federal, state or local law, local policy or rule, or within its business judgment.

5. **Payments by Vendors.** The parties agree that the Cooperative will require payment from vendors which are selected to provide goods, materials or services to Cooperative Members. Such payment (hereafter "Vendor Fees") may be up to two percent (2%) of the purchase price paid by Cooperative Members or a flat fee amount that may be set from time to time by the Cooperative Board of Directors. Cooperative Member agrees that these Vendor Fees fairly compensate the Cooperative for the services and functions performed under this Agreement and that these Vendor Fees enable the Cooperative to pay the administrative, licensing, marketing, and other expenses involved in successfully operating a program of electronic commerce for the Cooperative Members. Further, Cooperative Member affirmatively disclaims any rights to such Vendor Fees, acknowledging all such fees are the property of the Cooperative. Similarly, in no event shall a Cooperative Member be responsible for payment of Vendor Fees.

6. **Distribution.** From time to time, and at the sole discretion of the Cooperative Board of Directors, the Cooperative may issue a distribution to Cooperative Members under a plan developed by the Cooperative Board of Directors. The Cooperative Member acknowledges that a distribution is never guaranteed and will depend on the overall financial condition of the Cooperative at the time of the distribution and the purchases made by the Cooperative Member.

7. **Administration.** The Cooperative may enter into contracts with others, including non-profit associations, for the administration, operation and sponsorship of the purchasing program provided through this Agreement. The Cooperative will provide reports, at least annually, to the Cooperative Member electronically or by mail. Cooperative Member will report purchase orders generated under this Agreement to the Cooperative or its designee, in accordance with instructions of the Cooperative.

8. **BuyBoard®.** Cooperative Member will have a non-exclusive license to use the BuyBoard electronic purchasing application during the term of this Agreement. Cooperative Member acknowledges and agrees that the BuyBoard electronic application and BuyBoard trade name are owned by the Texas Association of School Boards, Inc. (“TASB”), and that neither the Cooperative nor the Cooperative Member has any proprietary rights in the BuyBoard electronic application or trade name. The Cooperative Member will not attempt to resell, rent, or otherwise distribute any part of BuyBoard to any other party; nor will it attempt to modify the BuyBoard programs on the server or acquire the programming code. The Cooperative Member may not attempt to modify, adapt, translate, distribute, reverse engineer, decompile, or disassemble any component of the application. The Cooperative Member will use BuyBoard in accordance with instructions from the Cooperative (or its designee) and will discontinue use upon termination of participation in the Cooperative. The Cooperative Member will maintain equipment, software and conduct testing to operate the BuyBoard system at its own expense.

### III. GENERAL PROVISIONS

1. **Amendment by Notice.** The Board may amend this Agreement, provided that prior written notice is sent to the Cooperative Member at least 60 days prior to the effective date of any change described in such amendment and provided that the Cooperative Member does not terminate its participation in the Cooperative before the expiration of said 60 days.

2. **Authorization to Participate and Compliance with Local Policies.** Each Cooperative Member represents that its governing body has duly authorized its participation in the Cooperative and that the Cooperative Member will comply with all state and local laws and policies pertaining to purchasing of goods and services through its membership in the Cooperative.

3. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all written policies and procedures established by the Cooperative that apply to Cooperative Members. The Cooperative shall provide written notice to the Cooperative Member of any amendment to the Bylaws of the Cooperative and any written policy or procedure of the Cooperative that is intended to be binding on and applicable to the Cooperative Member. In addition to any other notice method specified in this Agreement, notice under this Section may be satisfied by posting of the applicable bylaws,

policy, or procedure on the Cooperative's website or BuyBoard application landing page for Cooperative Members.

4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to review and audit the relevant and available records of any Cooperative Member. Any breach of this provision shall be considered material and shall make the Agreement subject to termination on 10 days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.

6. **Current Revenue.** The Cooperative Member hereby represents that all payments, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.

7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to handle the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative (as an entity) in any litigation, claim or dispute which arises from the services provided by the Cooperative. Neither this provision nor any other provision in this Agreement will create a legal duty for the Cooperative to provide a defense or prosecute a claim; rather, the Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. The Cooperative Member shall reasonably cooperate and supply any information necessary or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement and pertaining to the collective or predominant interest of Cooperative Members. Nothing herein grants the Cooperative any rights to file, defend, or settle any claim on behalf of the Cooperative Member in its individual capacity.

8. **Governance.** The Board of Directors (Board) will govern the Cooperative in accordance with the Bylaws.

9. **Legal Authority.** The Cooperative Member represents to the Cooperative the following:

- a) The Cooperative Member has conferred with legal counsel and determined it is duly authorized by the laws of the jurisdiction in which the Cooperative Member lies to participate in cooperative purchasing, and specifically, the National Purchasing Cooperative.
- b) The Cooperative Member possesses the legal authority to enter into this Agreement and can allow this Agreement to automatically renew without subsequent action of its governing body.
- c) Purchases made under this Agreement will satisfy all procedural procurement requirements that the Cooperative Member must meet under all applicable local policy, regulation, or state law.

d) All requirements—local or state—for a third party to approve, record or authorize the Agreement have been met.

10. **Disclaimer.** THE COOPERATIVE, ITS ENDORSERS, SPONSORS, AND SERVICING CONTRACTORS, WHETHER CURRENT OR FORMER AND INCLUDING TASB, (“COOPERATIVE AND ASSOCIATES”) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

THE COOPERATIVE AND ASSOCIATES HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. **Limitation of Liability.** To the extent permitted by law and without waiver of the disclaimer or other limitation of liability in this Agreement, the parties agree that:

- a) Neither party waives any immunity from liability afforded under law;
- b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstance for special, incidental, consequential, or exemplary damages;
- c) The maximum amount of damages recoverable will be limited to the amount of fees which the Cooperative received as a direct result of the Cooperative Member’s purchase activity, within 12 months of when the lawsuit or action was filed; and
- d) In the event of a lawsuit or formal adjudication the prevailing party will be entitled to recover reasonable attorney’s fees.

Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties further agree to limit the liability of Cooperative and Associates up to the maximum amount each received from or through the Cooperative, as a direct result of the undersigned Cooperative Member’s purchase activity, within 12 months of the filing of any lawsuit or action.

12. **Limitation of Rights.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

13. **Merger/Entirety.** This Agreement, together with the Cooperative’s Bylaws and Organizational Interlocal Agreement, as amended and restated, represents the complete understanding of the Cooperative and Cooperative Member. To the extent there exists any conflict between the terms of this Agreement and that of prior agreements, the terms of this Agreement shall control and take precedence over all prior participation agreements.

14. **Notice.** Any written notice to the Cooperative may be given by email to BuyBoard Administrator at membership@buyboard.com; by U.S. mail, postage prepaid, and delivered to the National Purchasing Cooperative, P.O. Box 400, Austin, Texas 78767-0400; by overnight courier or hand delivery to National Purchasing Cooperative, 12007 Research Blvd., Austin, Texas 78759; or by other mode of delivery typically

used in commerce and accessible to the intended recipient. Notices to Cooperative Member may be given by email to the Cooperative Member's Coordinator or other email address of record provided by the Cooperative Member; by U.S. mail, postage prepaid, and delivered to the Cooperative Member's Coordinator or chief executive officer (e.g., superintendent, city manager, county judge or mayor); or by other mode of delivery typically used in commerce and accessible to the intended recipient.

15. **Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.

16. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement because either party may rely upon an electronic or facsimile signature as if it were an original, including any Cooperative Member signature executed by click and accept or similar electronic signature and acceptance. Furthermore, this Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

17. **Authority.** By the execution and delivery of this Agreement, the undersigned individual represents that the individual is duly authorized by all requisite administrative action required to enter into and bind the entity that is a party to this Agreement.

*[Signature page follows.]*



WHEREFORE, the parties, acting through their duly authorized representatives, accept this Agreement.

**NATIONAL PURCHASING COOPERATIVE:**

By: \_\_\_\_\_  
Dan Troxell, Ph.D.  
Assistant Secretary

Date: \_\_\_\_\_

**COOPERATIVE MEMBER:**

*[Signature required unless accepted as an Amendment by Notice as described in the Agreement.]*

\_\_\_\_\_  
(Government Entity Name)

By: \_\_\_\_\_  
Signature of authorized representative of Cooperative Member

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed name and title of authorized representative

Coordinator for the Cooperative Member is:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City

\_\_\_\_\_                          \_\_\_\_\_  
State                                  Zip Code

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Email

**Agenda Item Summary**

**For the meeting of:** December 9, 2024

**Agenda item title:** Request for Administrative Committee meeting - Agenda item: Review and discuss changes to the occupation tax ordinance pertaining to alcohol

**Submitted by:** Kathy Welfl, City Clerk

**Explanation of the agenda item:** Staff are requesting an Administrative Committee meeting to review updates to the current ordinance pertaining to the occupation tax for alcohol.

**Board/Commission/Staff recommendation:** Approve request for Administrative Committee Meeting.

**Does this item require the expenditure of funds?** Yes X no

**Are funds budgeted?** Yes no

**If no, comments:**

**Estimated Amount**

**Amount Budgeted**

**Department**

**Account**

**Account Description**

**Approval of funds available:**

City Treasurer/Finance Director

**Does this item require a resolution or an ordinance?** yes X no

**If a resolution or ordinance is required, it must be attached.**

**Please list all names and addresses of those to be notified.**

**Approved for submittal:**

*Kathy Welfl, City Clerk*

Mayor, City Administrator or City Department Head

**Referred to:**

Committee

**All Agenda Item Summaries and the required attachments are due by noon on the Wednesday prior to the Council meeting.**

## Agenda Item Summary

**For the meeting of:** December 9, 2024

**Agenda item title:** Approve Preliminary Plat of Lots 1 and 2, Block 1, Western Sugar Cooperative Subdivision, a Replat of Block One, Western Sugar Cooperative Subdivision, an Addition to the City of Gering, Scotts Bluff County, Nebraska situated in the SW 1/4 of Section 36, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County

**Submitted by:** Annie Folck, City Engineer

**Explanation of the agenda item:**

The City has received an application for a Preliminary Plat, of Lots 1 and 2, Block 1, Western Sugar Cooperative Subdivision, a Replat of Block One, Western Sugar Cooperative Subdivision, an Addition to the City of Gering, Scotts Bluff County, Nebraska situation in the Southwest Quarter of Section 36, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska. The property is located on the corner of U Street and 7<sup>th</sup> Street (see attached vicinity map). The property currently has access from both 7<sup>th</sup> Street and U Street. With the new subdivision, Lot 1 would continue to have access on both streets, while Lot 2 would have access only from 7<sup>th</sup> Street. Both lots are currently served by City water, which is located along 7<sup>th</sup> Street and U Street. Lot 1 is served by City sewer, which is available on U Street. Lot 2 would need to have sewer extended to it in order to meet City subdivision requirements. While the City's subdivision requirements do allow for a septic in cases where the City's sewer system is not reasonably available, staff recommends that because the sewer is currently available to the property, it should be considered reasonably available to the new lot that is being created. Additionally, the property line for the new lot that is being created is within 300 feet of the City's sewer system, so according to Section 52.02 of the City's Code of Ordinances, a septic system may not be used for wastewater disposal, and the property must be tied in to the City's sewer system. An additional utility easement has been provided along 7<sup>th</sup> Street on the plat in order to allow for appropriate separations between the water and sewer lines. Staff recommends approval of the preliminary plat.

**Board/Commission/Staff recommendation:**

The Planning Commission recommended approval of the preliminary plat at their meeting on December 3, 2024.

|   |            |          |           |
|---|------------|----------|-----------|
| <b>Does this item require the expenditure of funds?</b> | <b>Yes</b> | <b>X</b> | <b>no</b> |
| <b>Are funds budgeted?</b>                              | _____      | _____    | <b>no</b> |
| <b>If no, comments:</b>                                 |            |          |           |
| <b>Estimated Amount</b>                                 | _____      |          |           |
| <b>Amount Budgeted</b>                                  | _____      |          |           |
| <b>Department</b>                                       | _____      |          |           |
| <b>Account</b>  | _____      |          |           |
| <b>Account Description</b>                              | _____      |          |           |
| <b>Approval of funds available:</b>                     | _____      |          |           |

**City Treasurer/Finance Director**

|   |       |            |          |           |
|---|-------|------------|----------|-----------|
| <b>Does this item require a resolution or an ordinance?</b>           | _____ | <b>yes</b> | <b>X</b> | <b>no</b> |
| <b>If a resolution or ordinance is required, it must be attached.</b> |       |            |          |           |



Please list all names and addresses of those to be notified.

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Approved for submittal:

*Annie Folck, City Engineer*

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**Mayor, City Administrator or City Department Head**

Referred to: Planning Commission

**Committee**

All Agenda Item Summaries and the required attachments are due by Noon on the Wednesday prior to the Council meeting. If the Wednesday prior to the City Council is a holiday, the deadline is Tuesday at Noon.

**PRELIMINARY PLAT**  
**LOTS ONE AND TWO, BLOCK ONE,**  
**WESTERN SUGAR COOPERATIVE SUBDIVISION**  
**A REPLAT OF BLOCK ONE, WESTERN SUGAR**  
**COOPERATIVE SUBDIVISION**  
**AN ADDITION TO THE CITY OF GERING,**  
**SCOTTS BLUFF COUNTY, NEBRASKA**

SITUATED IN THE SOUTHWEST QUARTER OF SECTION 36,  
 TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M.,  
 SCOTTS BLUFF COUNTY, NEBRASKA

LEGAL DESCRIPTION

LOTS ONE AND TWO, BLOCK ONE, WESTERN SUGAR COOPERATIVE SUBDIVISION,  
 a Replat of Block One, Western Sugar Cooperative Subdivision, an Addition to the City of  
 Gering, Scotts Bluff County, Nebraska situated in the Southwest Quarter of Section 36,  
 Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska.

**GENERAL NOTES**

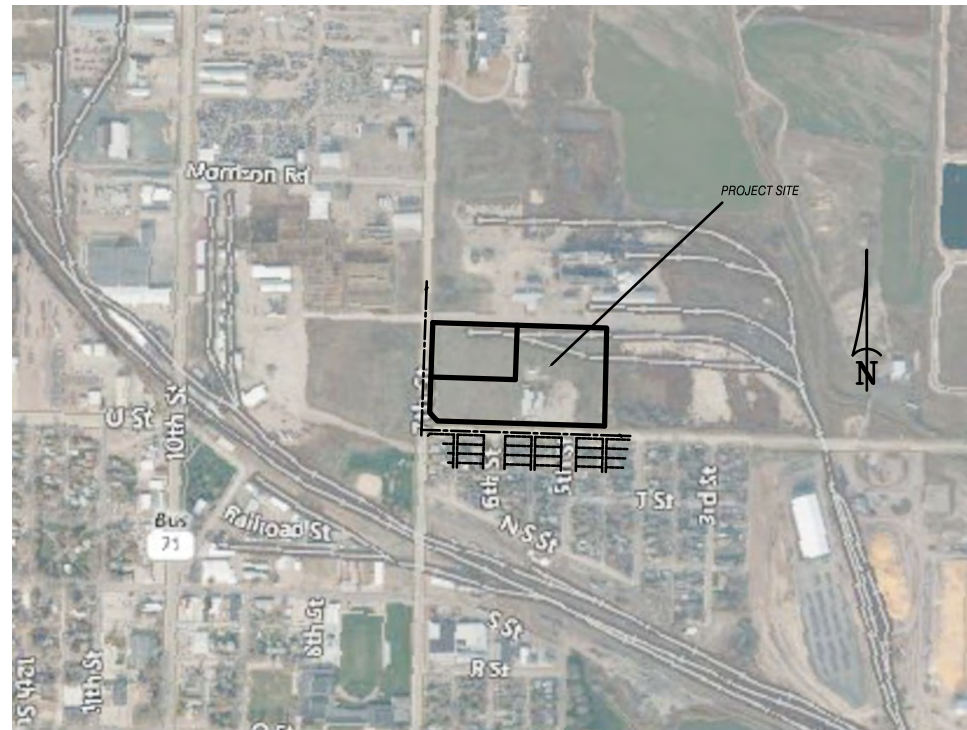
- Underground utilities shown are based on previous surveys, GIS information, and utility locates from the Nebraska One-Call system, and may or may not represent the true location of shown utility, or the presence of all buried existing utilities.
- Flood Plain Information: This property is located in the Flood Plain Zone C, as shown on FIRM Map, Community Panel No. 310371-0005-A, effective date February 15, 1979, Zone C refers to area of minimum flooding.
- Zoning Information: This property is zoned MH (Heavy Industrial District) in the City of Gering, Nebraska. The Building Setback requirements as per zoning designation is as follows:

**SETBACK REQUIREMENTS FOR ZONE MH (HEAVY INDUSTRIAL DISTRICT)**

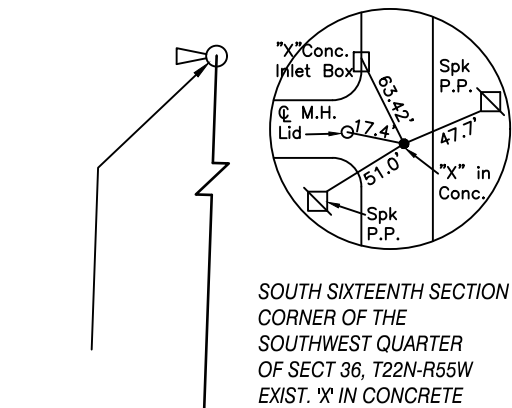
- Front yard setback - 25 feet
- Rear yard setback - None, except the minimum rear yard abutting a Residential District or a residential use shall be twenty-five (25) feet.
- Side yard setback - None, except the minimum side yard abutting a Residential District or residential use shall be ten (10) feet.
- Accessory Structure Location: The placement of accessory structures is further regulated by Section 5.1.1. of the zoning regulations.

The minimum height of building allowed - 100 feet  
 (source: City of Gering Zoning Regulations Revised September 26,  
 2022, Article 3.10.2)

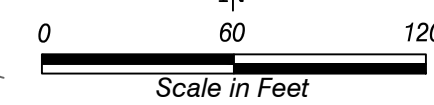
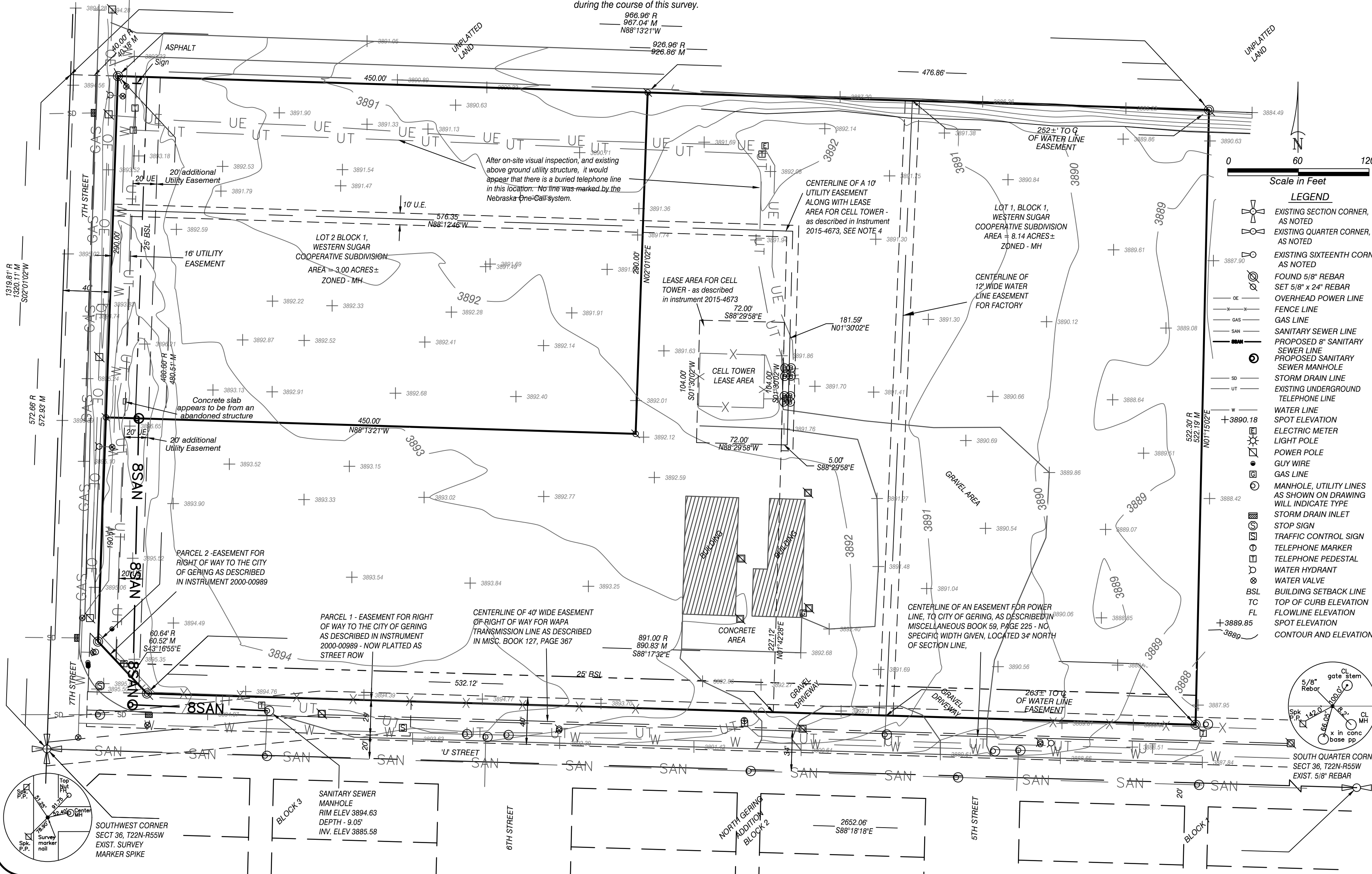
- The 10 foot easement described in Instrument 2015-4673 does not match existing utilities discovered during the course of this survey.



VICINITY MAP



SOUTH SIXTEENTH SECTION  
 CORNER OF THE  
 SOUTHWEST QUARTER  
 OF SECT 36, T22N-R55W  
 EXIST. 'X' IN CONCRETE



- LEGEND**
- EXISTING SECTION CORNER, AS NOTED
  - EXISTING QUARTER CORNER, AS NOTED
  - EXISTING SIXTEENTH CORNER, AS NOTED
  - FOUND 5/8" REBAR SET 5/8" x 24" REBAR
  - OVERHEAD POWER LINE
  - FENCE LINE
  - GAS LINE
  - SANITARY SEWER LINE
  - PROPOSED 8" SANITARY SEWER LINE
  - PROPOSED SANITARY SEWER MANHOLE
  - STORM DRAIN LINE
  - EXISTING UNDERGROUND TELEPHONE LINE
  - WATER LINE
  - SPOT ELEVATION
  - ELECTRIC METER
  - LIGHT POLE
  - POWER POLE
  - GUY WIRE
  - GAS LINE
  - MANHOLE, UTILITY LINES AS SHOWN ON DRAWING WILL INDICATE TYPE
  - STORM DRAIN INLET
  - STOP SIGN
  - TRAFFIC CONTROL SIGN
  - TELEPHONE MARKER
  - TELEPHONE PEDESTAL
  - WATER HYDRANT
  - WATER VALVE
  - BSL BUILDING SETBACK LINE
  - TC TOP OF CURB ELEVATION
  - FL FLOWLINE ELEVATION
  - SPOT ELEVATION
  - CONTOUR AND ELEVATION

**M. C. SCHAFF & ASSOCIATES, INC.**  
**818 SOUTH BELTLINE HIGHWAY EAST**  
**SCOTTSBLUFF, NEBRASKA 69361**

ENGINEERS ♦ PLANNERS ♦ DESIGNERS ♦ LAND SURVEYORS  
 PH: 308-635-1926 FAX: 308-635-7807 INTERNET: WWW.MCSCHAFF.COM

**PROJECT: PRELIMINARY PLAT,**  
**LOTS ONE AND TWO,**  
**BLOCK ONE, WESTERN**  
**SUGAR COOPERATIVE**  
**SUBDIVISION**  
**GERING, NEBRASKA**

**CLIENT: JULIE MORRISON**

**PROJECT NUMBER:**  
 RM240284-00  
**PROJECT DATE:**  
 OCTOBER 18, 2024  
**PROJECT MGR:**  
 D.P.S.  
**PROJECT TEAM:**  
 DB-TD-DS

|      |          |
|------|----------|
| SEAL |          |
| DATE | REVISION |

**Agenda Item Summary**

**For the meeting of:** December 9, 2024

**Agenda item title:** Approve and authorize the Mayor to sign Agreement for Public Improvements for the subdivision of Lots 1 and 2, Block 1, Western Sugar Cooperative Subdivision

**Submitted by:** **Annie Folck, City Engineer**

The City has received an application for a Final Plat, of Lots 1 and 2, Block 1, Western Sugar Cooperative Subdivision, a Replat of Block One, Western Sugar Cooperative Subdivision, an Addition to the City of Gering, Scotts Bluff County, Nebraska situation in the Southwest Quarter of Section 36, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska.

**Explanation of the agenda item:**

The lots currently have access to the City's street system and water system, but Lot 2 still needs to have sewer extended to it in order to meet the City's subdivision requirements. The Final Plat dedicates additional easement area to allow for the sewer to be installed. The attached Development Agreement specifies that the developer is responsible for the costs of extending the sewer to Lot 2, and that this will be completed by January 1, 2027.

**Board/Commission/Staff recommendation:** The agreement has been reviewed by legal counsel and staff recommends approval.

**Does this item require the expenditure of funds?** Yes X no

**Are funds budgeted?** Yes no

**If no, comments:** \_\_\_\_\_

**Estimated Amount** \_\_\_\_\_

**Amount Budgeted** \_\_\_\_\_

**Department** \_\_\_\_\_

**Account** \_\_\_\_\_

**Account Description** \_\_\_\_\_

**Approval of funds available:** \_\_\_\_\_

**City Treasurer/Finance Director**

**Does this item require a resolution or an ordinance?** yes X no

**If a resolution or ordinance is required, it must be attached.**

**Approved for submittal:** *Annie Folck, City Engineer*

**Mayor, City Administrator or City Department Head**

**Referred to:** \_\_\_\_\_ **Committee**

**All Agenda Item Summaries and the required attachments are due by Noon on the Wednesday prior to the Council meeting. If the Wednesday prior to the City Council is a holiday, the deadline is Tuesday at Noon.**

## AGREEMENT FOR PUBLIC IMPROVEMENTS

This Agreement made and entered into by and between Daniel H. Skavdahl, hereinafter referred to as “**Developer**,” Julie Morrison, hereinafter referred to as “**Owner**,” and the City of Gering, Nebraska, hereinafter referred to as “**City**”, referred to collectively as the “**Parties**” and individually as a “**Party**”, witnesseth:

WHEREAS, **Developer** and **Owner** have entered into a contract for the purchase of real estate effective October 4, 2024 in which **Owner** agrees to sell to **Developer** and **Developer** has agree to purchase a subdivided portion of land amounting to three (3) acres located in the northwest corner of her real estate described as follows, to-wit:

Block One (1), WESTERN SUGAR COOPERATIVE SUBDIVISION, situated in the SW¼SW¼, Section 36, Twp. 22 North, Range 55 West of the 6<sup>th</sup> P.M., Scotts Bluff County, Nebraska

hereinafter “the Subdivision”;

WHEREAS **Developer** has prepared a preliminary plat of the Subdivision and has attached the same hereto as Exhibit “A”;

WHEREAS Nebraska law and the City of Gering Municipal Code require that the Subdivision have all necessary utilities present upon the premises including a sewer main;

WHEREAS no sewer main currently exists upon the Subdivision and so **Developer** must install the same;

WHEREAS the location of the proposed sewer line and manhole traverses **Owner’s** property and is demarcated upon the attached preliminary plat and labeled according to the legend included thereon;

WHEREAS the Parties wish to reach an agreement with respect to the installation of the sewer main:

NOW THEREFORE in consideration of the foregoing recitals and the covenants set forth below, and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Covenants of Developer.** **Developer** hereby covenants and agrees as follows:
  - A. **Developer** hereby agrees to install a sewer main and manhole (hereinafter the “improvements”) upon the location demarcated upon the preliminary re-plat attached as “Exhibit A” to provide access to the sewer main upon the Subdivision.
  - B. **Developer** agrees to construct and install the sewer main in accordance with the reasonable plans and specifications approved by the **City**. The **Developer** shall bear all costs and expenses incurred in connection with installation of the improvements herein including but not limited to investigation, engineering, planning, site preparation, materials, construction, and installation.
  - C. The said improvements shall be constructed and installed no later than January 1, 2027.

2. **Covenants of Owner.** **Owner** hereby covenants and agrees as follows:

A. To grant an easement and any other legal right necessary to place and install the said sewer main across and under **Owner's** property together with the right of access for purposes of repair, maintenance and replacement of the same.

B. **Owner** shall fully cooperate with the Parties to execute any and all documents necessary to allow installation of the sewer main to occur.

3. **Covenants of City.** **City** hereby covenants and agrees as follows:

A. **City** approves the proposed location of the above sewer main improvement as the same is demarcated upon the preliminary re-plat attached hereto as Exhibit A.

B. The **Developer** shall provide plans and specifications for the construction of the improvements to the **City** for **City's** review within a reasonable time prior to the start of construction, which plans shall be sufficient to construct and install the improvements in accordance with all requirements under Nebraska law and the Municipal Code of the **City**. The **City** shall review and approve or reject the plans within a reasonable period of time.

C. All improvements once constructed by **Developer** and accepted by the city council of the **City** shall immediately become the property of the **City**.

4. **Contingency.** The above covenants of the Parties shall be subject to and contingent upon the closing of the Contract for Sale and Purchase of Real Estate between **Developer** and **Owner** effective October 4, 2024. Should the said contract fail to close, this agreement shall be null and void with no liability extending to any of the Parties with respect to the contents herein.

5. **Miscellaneous.**

A. **Enforcement of Agreement.** In addition to all other available remedies, this Agreement shall be specifically enforceable by any party, and in the event of the failure of any party or parties to comply with the terms of this Agreement, equitable and/or legal relief may be sought by the party to the defaulting or breaching party. In the event of litigation to enforce the provisions of this Agreement, the prevailing party or parties shall recover reasonable attorneys' fees and costs from the non-prevailing party or parties.

B. **Voluntary Agreement.** The parties hereby affirm and acknowledge that they have read and reviewed the Agreement, and that they fully understand and appreciate the meaning of each of its terms, and that it is a voluntary, full and final compromise of the claims and actions referred to herein.

C. **Governing Law.** This Agreement shall be governed by and construed in accordance with the substantive law of the State of Nebraska, without regard to its choice of law rules. Venue shall be in the District Court of Scotts Bluff County, Nebraska.

D. **Binding Nature.** This Agreement shall inure to the benefit of, and be binding upon, the heirs, successors and assigns of the parties.

E. **Counterparts.** This Agreement may be executed in counterparts with the same force and effect as though all signatures appeared on one original document. Facsimile, scanned and electronic

signatures are binding and enforceable as if they were originals.

F. Reasonable Cooperation. The Parties agree to cooperate in good faith to effectuate all the terms and conditions of this Agreement, including doing, or causing their agents and attorneys to do, whatever is reasonably necessary to effectuate the signing, delivery, execution, of this Agreement, and to otherwise perform the terms of this Agreement.

G. Amendment. This Agreement may only be amended or modified in writing, signed by all parties to this Agreement.

H. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and undertaking, both written and oral, between the parties with respect to the subject matter hereof.

I. Mutual Negotiation. The parties expressly agree that this Agreement was the product of mutual negotiation and drafting by the parties and/or their respective counsel, and should any dispute arise concerning the terms of this Agreement, such terms shall not be construed or interpreted for or against any party as the drafter.

J. Representations of the Parties. Each person executing this Agreement on behalf of a party represents and warrants that they are authorized and have the legal capacity to sign this Agreement and bind the party for whom they sign.

WHEREFORE the Parties have caused this Agreement to be executed effective as of the \_\_\_\_\_ day of December, 2024.

CITY OF GERING, NEBRASKA-  
**City**

\_\_\_\_\_  
Daniel H. Skavdahl - **Developer**

BY: \_\_\_\_\_  
Kent Ewing, Mayor

\_\_\_\_\_  
Julie A. Morrison - **Owner**

**Agenda Item Summary**

**For the meeting of:** December 9, 2024

**Agenda item title:** Approve Final Plat of Lots 1 and 2, Block 1, Western Sugar Cooperative Subdivision, a Replat of Block One, Western Sugar Cooperative Subdivision, an Addition to the City of Gering, Scotts Bluff County, Nebraska situated in the SW 1/4 of Section 36, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska

**Submitted by:** **Annie Folck, City Engineer**

The City has received an application for a Final Plat, of Lots 1 and 2, Block 1, Western Sugar Cooperative Subdivision, a Replat of Block One, Western Sugar Cooperative Subdivision, an Addition to the City of Gering, Scotts Bluff County, Nebraska situation in the Southwest Quarter of Section 36, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska.

**Explanation of the agenda item:** The lots currently have access to the City's street system and water system, but Lot 2 still needs to have sewer extended to it in order to meet the City's subdivision requirements. The Final Plat dedicates additional easement area to allow for the sewer to be installed. Staff recommends approval of the final plat with the condition that a Developer's Agreement is passed that would ensure that the developer would be responsible for the costs to install the sewer, stormwater retention, and any other necessary improvements.

**Board/Commission/Staff recommendation:** At their meeting on December 3, 2024, the Planning Commission recommended approval of the final plat with the condition that a Developer's Agreement be executed that would ensure that the costs for the sewer line are borne by the developer.

**Does this item require the expenditure of funds?**  Yes  X  no

**Are funds budgeted?**  Yes  no

**If no, comments:** \_\_\_\_\_

**Estimated Amount** \_\_\_\_\_

**Amount Budgeted** \_\_\_\_\_

**Department** \_\_\_\_\_

**Account** \_\_\_\_\_

**Account Description** \_\_\_\_\_

**Approval of funds available:** \_\_\_\_\_

**City Treasurer/Finance Director**

**Does this item require a resolution or an ordinance?**  yes  X  no

**If a resolution or ordinance is required, it must be attached.** \_\_\_\_\_

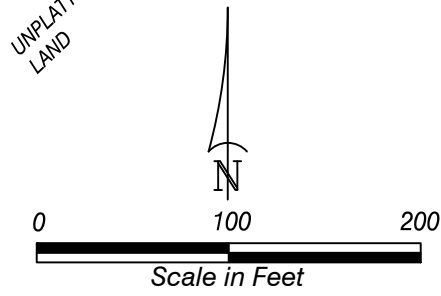
**Approved for submittal:** *Annie Folck, City Engineer*

**Mayor, City Administrator or City Department Head**

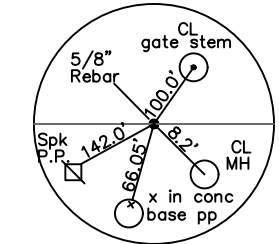
**Referred to:** Planning Commission  **Committee**

**FINAL PLAT**  
**LOTS ONE AND TWO, BLOCK ONE,**  
**WESTERN SUGAR COOPERATIVE SUBDIVISION**  
**A REPLAT OF BLOCK ONE, WESTERN SUGAR**  
**COOPERATIVE SUBDIVISION**  
**AN ADDITION TO THE CITY OF GERING,**  
**SCOTTS BLUFF COUNTY, NEBRASKA**  
 SITUATED IN THE SOUTHWEST QUARTER OF SECTION 36,  
 TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M.,  
 SCOTTS BLUFF COUNTY, NEBRASKA

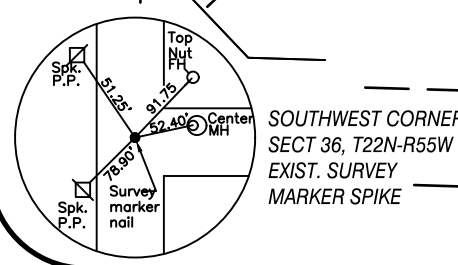
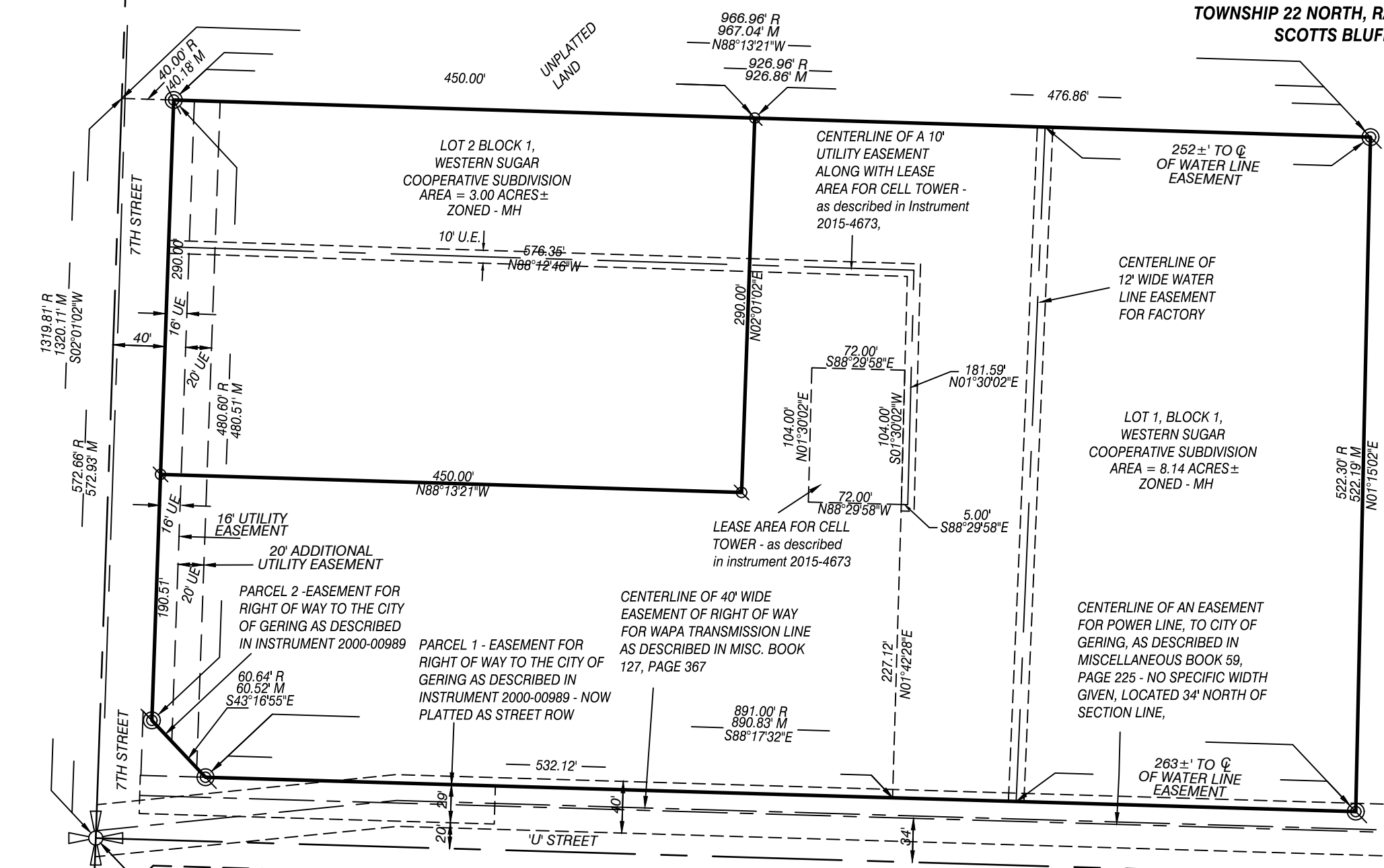
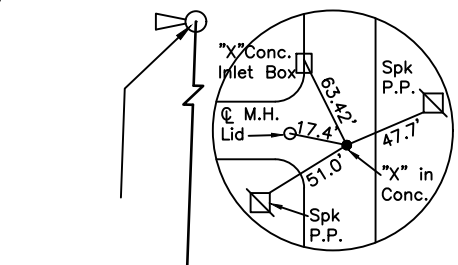
SOUTH SIXTEENTH SECTION  
 CORNER OF THE  
 SOUTHWEST QUARTER  
 OF SECT 36, T22N-R55W  
 EXIST. 'X' IN CONCRETE



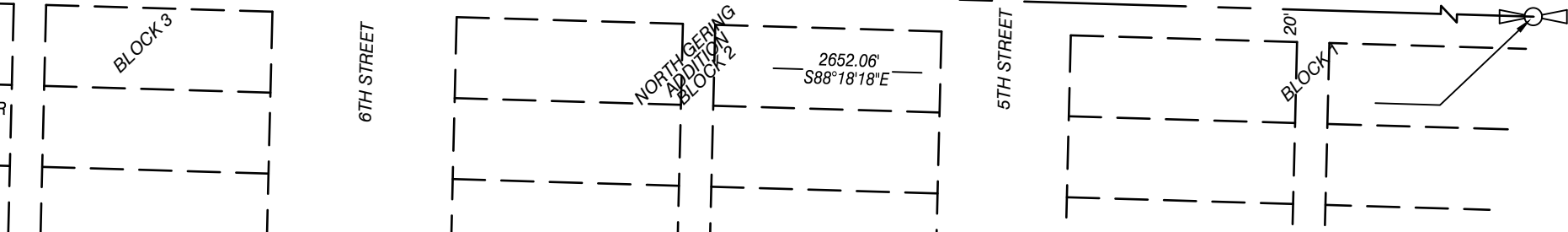
**NOTE:** All easements, restrictions and other documents that may affect these platted lots, that are of record or not of record, may not be shown on this plat.  
 JOB# RM240284-00



SOUTH QUARTER CORNER  
 SECT 36, T22N-R55W  
 EXIST. 5/8" REBAR



SOUTHWEST CORNER  
 SECT 36, T22N-R55W  
 EXIST. SURVEY  
 MARKER SPIKE





**CITY OF GERING PLANNING COMMISSION MEETING  
December 3, 2024**

A regular meeting of the City of Gering Planning Commission was held in open session on December 3, 2024, at 6:00 p.m. in the Gering City Hall Council Chambers at 1025 P Street, Gering, NE. Present were Commissioners Taylor, Crews, Keener Miles, Kaufman, Palm, Hauck and Alvizar. Absent: Shimic. Also present were City Engineer Annie Folck and Secretary Valerie VanWinkle Engineering Secretary. Notice of the meeting was given in advance by publication in the Star-Herald, the designated method of giving notice. All proceedings hereafter were taken while the meeting was open to the attendance of the public.

**Call to Order and Roll Call:**

Chairman Miles called the meeting to order at 6:00 P.M. and noted that a quorum of the Planning Commission was present and business could be conducted.

**1. Pledge of Allegiance**

**2. Open Meetings Act - Neb. Rev. Stat. Chapter 84, Article 14**

Commissioner Miles stated: As required by State Law, public bodies shall make available at least one current copy of the Open Meetings Act posted in the meeting room. Agenda items may be moved up or down on the agenda at the discretion of the Chairperson. Additions may not be made to this agenda less than 24 hours before the beginning of the meeting unless they are considered under this section of the agenda and the Planning Commission determines that the matter requires emergency action.

**3. Approval of Minutes of the November 19, 2024, regular Planning Commission meeting**

Motion by Commissioner Taylor to approve the minutes of the November 19, 2024 regular Planning Commission meeting. Second by Commissioner Alvizar. There was no discussion. The Secretary called the roll. "AYES": Taylor, Crews, Keener Miles, Kaufman, Palm, Hauck, Alvizar. "NAYS": None. Absent: Shimic. Motion carried.

**4. Current Business:**

- A. Consider the Preliminary Plat of Lots 1 and 2, Block 1, Western Sugar Cooperative Subdivision, a Replat of Block One, Western Sugar Cooperative Subdivision, an Addition to the City of Gering, Scotts Bluff County, Nebraska situation in the Southwest Quarter of Section 36, Township 22 North, Range 55 West of the 6<sup>th</sup> P.M., Scotts Bluff County, Nebraska**

**THE FOLLOWING STAFF REPORT WAS PROVIDED TO PLANNING COMMISSION PRIOR  
TO THIS MEETING  
CITY OF GERING**

***PLANNING COMMISSION RECOMMENDATION AND REPORT***

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|                  |   |                              |                               |
|------------------|---|------------------------------|-------------------------------|
| <b>To:</b>       | Planning Commission   | <b>Date:</b>                 | 12/3/2024                     |
| <b>From:</b>     | Planning & Community Development  | <b>Zoning:</b>               | MH-<br>Manufacturing<br>Heavy |
| <b>Subject:</b>  | Recommendation & Report – Preliminary Plat, of Lots 1 and 2, Block 1, Western Sugar Cooperative Subdivision, a Replat of Block One, Western Sugar Cooperative Subdivision, an Addition to the City of Gering, Scotts Bluff County, Nebraska situation in the Southwest Quarter of Section 36, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska | <b>Property Size:</b>        | 12.73 ACRES                   |
| <b>Location:</b> |   | <b>#Lots/Parcels:</b>        | 2                             |
| <b>Owner:</b>    | Julie Anne Morrison   | <b>City Council Meeting:</b> | 12/9/2024                     |

**Agenda Item Summary**

The City has received an application for a Preliminary Plat, of Lots 1 and 2, Block 1, Western Sugar Cooperative Subdivision, a Replat of Block One, Western Sugar Cooperative Subdivision, an Addition to the City of Gering, Scotts Bluff County, Nebraska situation in the Southwest Quarter of Section 36, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska. The property is located on the corner of U Street and 7<sup>th</sup> Street (see attached vicinity map). The property currently has access from both 7<sup>th</sup> Street and U Street. With the new subdivision, Lot 1 would continue to have access on both streets, while Lot 2 would have access only from 7<sup>th</sup> Street. Both lots are currently served by City water, which is located along 7<sup>th</sup> Street and U Street. Lot 1 is served by City sewer, which is available on U Street. Lot 2 would need to have sewer extended to it in order to meet City subdivision requirements. While the City’s subdivision requirements do allow for a septic in cases where the City’s sewer system is not reasonably available, staff recommends that because the sewer is currently available to the property, it should be considered reasonably available to the new lot that is being created. An additional utility easement has been provided along 7<sup>th</sup> Street on the plat in order to allow for appropriate separations between the water and sewer lines. Staff recommends approval of the preliminary plat.

**Recommendation**

**Approve**

Make a POSITIVE RECOMMENDATION for City Council to approve the Preliminary Plat of Lots 1 and 2, Block 1, Western Sugar Cooperative Subdivision, a Replat of Block One, Western Sugar Cooperative Subdivision, an Addition to the City of Gering, Scotts Bluff County, Nebraska situation in the Southwest Quarter of Section 36, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska

**Deny**

Make a NEGATIVE RECOMMENDATION to City Council to approve the Preliminary Plat of Lots 1 and 2, Block 1, Western Sugar Cooperative Subdivision, a Replat of Block One, Western Sugar Cooperative Subdivision, an Addition to the City of Gering, Scotts Bluff County, Nebraska situation

in the Southwest Quarter of Section 36, Township 22 North, Range 55 West of the 6th P.M.,  
Scotts Bluff County, Nebraska  
for the following reasons:

**Table**

Table making a recommendation on the Preliminary Plat of Lots 1 and 2, Block 1, Western Sugar Cooperative Subdivision, a Replat of Block One, Western Sugar Cooperative Subdivision, an Addition to the City of Gering, Scotts Bluff County, Nebraska situation in the Southwest Quarter of Section 36, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska for the following reasons:

**END OF STAFF REPORT**

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City Engineer Folck referred to the overhead screen to show the vicinity of the property. It is within city limits and on the corner of U Street and 7<sup>th</sup> Street. The property is currently platted so this would be a replat. The property owner is requesting to split off the northwest corner, which is about 3 acres, to sell off separately. The streets are already in place so the Northwest lot would have access off of 7<sup>th</sup> street and the remaining lot would still have access off of 7<sup>th</sup> and U Street. Water is available to both properties along 7<sup>th</sup> and U Street. There is a sewer line on U Street, but no sewer currently available to the northwest corner property. Since the property line is within 300 feet of the City sewer system, they are not allowed to use a septic. According to Chapter 52 of the City Waster Water Code, it is required to tie into the sewer system. Staff is requiring the applicant to install sewer. In order to do that, an additional utility easement is needed. This provides enough separation between the water and sewer lines because the state requires a minimum of 10ft between those. When talking about the final plat, the responsibility of the costs will be discussed. Staff recommends approval of the preliminary plat and the current property owner was present to answer questions.

Chairman Miles asked for clarification on the location. Folck responded the property is surrounded by the old sugar factory, which is still owned by the sugar factory. Commissioner Taylor asked if there is sewer on the side of the old sugar factory. Folck said the closest sewer aside from U Street is farther north, so staff thinks the utilities will be coming from the south.

**Motion by Commissioner Palm to approve the Preliminary Plat, of Lots 1 and 2, Block 1, Western Sugar Cooperative Subdivision, a Replat of Block One, Western Sugar Cooperative Subdivision, an Addition to the City of Gering, Scotts Bluff County, Nebraska situation in the Southwest Quarter of Section 36, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska. Seconded by Commissioner Taylor. No discussion. The Secretary called the roll. "AYES": Taylor, Crews, Keener, Miles, Kaufman, Palm, Hauck, Alvizar. "NAYS": None. Abstaining: None. Absent: Shimic. Motion carried.**

**B. Consider the Final Plat of Lots 1 and 2, Block 1, Western Sugar Cooperative Subdivision, a Replat of Block One, Western Sugar Cooperative Subdivision, an Addition to the City of Gering, Scotts Bluff County, Nebraska situation in the Southwest Quarter of Section 36, Township 22 North, Range 55 West of the 6<sup>th</sup> P.M., Scotts Bluff County, Nebraska**

**THE FOLLOWING STAFF REPORT WAS PROVIDED TO PLANNING COMMISSION PRIOR TO THIS MEETING**

**CITY OF GERING  
PLANNING COMMISSION RECOMMENDATION AND REPORT**

|                  |  |                             |                               |
|------------------|--|-----------------------------|-------------------------------|
| <b>To:</b>       | Planning Commission  | <b>Date:</b>                | 12/3/2024                     |
| <b>From:</b>     | Planning & Community Development   | <b>Zoning:</b>              | RM Residential Medium Density |
| <b>Subject:</b>  | Recommendation & Report – Final Plat of Lots 1 and 2, Block 1, Western Sugar Cooperative Subdivision, a Replat of Block One, Western Sugar Cooperative Subdivision, an Addition to the City of Gering, Scotts Bluff County, Nebraska situation in the Southwest Quarter of Section 36, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska | <b>Property Size:</b>       | 12.73 ACRES                   |
| <b>Location:</b> |  | <b>#Lots/Parcels:</b>       | 2                             |
| <b>Owner:</b>    | Julie Anne Morrison  | <b>City Council Meeting</b> | 12/9/24                       |

**Agenda Item Summary**

The City has received an application for a Final Plat, of Lots 1 and 2, Block 1, Western Sugar Cooperative Subdivision, a Replat of Block One, Western Sugar Cooperative Subdivision, an Addition to the City of Gering, Scotts Bluff County, Nebraska situation in the Southwest Quarter of Section 36, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska.

The lots currently have access to the City’s street system and water system, but Lot 2 still needs to have sewer extended to it in order to meet the City’s subdivision requirements. The Final Plat dedicates additional easement area to allow for the sewer to be installed. Staff recommends approval of the final plat with the condition that a Developer’s Agreement is passed that would ensure that the developer would be responsible for the costs to install the sewer, stormwater retention, and any other necessary improvements.

**Recommendation**

**Approve**

Make a POSITIVE RECOMMENDATION for City Council to approve of Lots 1 and 2, Block 1, Western Sugar Cooperative Subdivision, a Replat of Block One, Western Sugar Cooperative Subdivision, an Addition to the City of Gering, Scotts Bluff County, Nebraska situation in the Southwest Quarter of Section 36, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska with the following conditions:

**Deny**

Make a NEGATIVE RECOMMENDATION to City Council to approve of Lots 1 and 2, Block 1, Western Sugar Cooperative Subdivision, a Replat of Block One, Western Sugar Cooperative Subdivision, an Addition to the City of Gering, Scotts Bluff County, Nebraska situation in the Southwest Quarter of Section 36, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska for the following reasons:

**Table**

Table making a recommendation of Lots 1 and 2, Block 1, Western Sugar Cooperative Subdivision, a Replat of Block One, Western Sugar Cooperative Subdivision, an Addition to the City of Gering, Scotts Bluff County, Nebraska situation in the Southwest Quarter of Section 36, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska for the following reasons:

**END OF STAFF REPORT**

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Folck said the sewer needs to be extended to the area of the final plat. The final plat is just the document that gets recorded at the register of deeds, allowing for it to be conveyed separately and have a clear title. Before doing the final plat, staff is recommending a development agreement that would spell out what needs to be done as far as sewer and that the developer is responsible for that cost, not the City. Additionally, a time frame for that to be done should also be in the agreement. Staff's recommendation to the Planning Commission is to make their recommendation conditional on that agreement being executed before this final plat is approved by City Council so everyone knows who is paying for what moving forward.

**Motion by Commissioner Alvizar to approve the Final Plat with the condition set forth by City Engineer Annie Folck, of Lots 1 and 2, Block 1, Western Sugar Cooperative Subdivision, a Replat of Block One, Western Sugar Cooperative Subdivision, an Addition to the City of Gering, Scotts Bluff County, Nebraska situation in the Southwest Quarter of Section 36, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska. Seconded by Commissioner Crews. No discussion. The Secretary called the roll. "AYES": Taylor, Crews, Keener, Miles, Kaufman, Palm, Hauck, Alvizar. "NAYS": None. Abstaining: None. Absent: Shimic. Motion carried.**

**C. Recommendation and Report - Ordinance changes regarding drive through restaurants.**

**THE FOLLOWING STAFF REPORT WAS PROVIDED TO PLANNING COMMISSION  
PRIOR TO THIS MEETING  
CITY OF GERING**

***PLANNING COMMISSION RECOMMENDATION AND REPORT***

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|              |                                  |                |           |
|--------------|----------------------------------|----------------|-----------|
| <b>To:</b>   | Planning Commission              | <b>Date:</b>   | 12/3/2024 |
| <b>From:</b> | Planning & Community Development | <b>Zoning:</b> |           |

|                  |  |                             |         |
|------------------|--|-----------------------------|---------|
| <b>Subject:</b>  | Recommendation and Report - Ordinance changes regarding drive through restaurants. | <b>Property Size:</b>       | N/A     |
| <b>Location:</b> |  | <b>#Lots/Parcels:</b>       | N/A     |
| <b>Owner:</b>    | N/A  | <b>City Council Meeting</b> | 1/13/24 |

**Public Notice:** This Public Hearing was noticed meeting the requirements of Nebraska State Statutes and City of Gering Zoning Regulations.

**Agenda Item Summary**

After reviewing the zoning code, there are a couple of areas that need to be adjusted. One of these is the requirements for drive through restaurants. Drive through restaurants are currently not permitted at all in the C-1, Neighborhood Commercial zone. While the zoning code was originally written this way because of the amount of traffic that a drive through restaurant can generate, not all drive through restaurants are the same, and additional traffic can be mitigated for by providing additional queueing areas and ensuring that the access is along a major arterial. By allowing it as a conditional use in the C-1 zone, the Planning Commission will have the ability to review each proposal on a case-by-case basis to determine if it is appropriate or not.

**Recommendation**

**Approve**

Make a POSITIVE RECOMMENDATION for City Council to adopt an ordinance allowing drive throughs as a conditional use in the C-1 zone

**Deny**

Make a NEGATIVE RECOMMENDATION for City Council to adopt an ordinance allowing drive throughs as a conditional use in the C-1 zone

**Table**

Table making a recommendation regarding an ordinance allowing drive throughs as a conditional use in the C-1 zone

**END OF STAFF REPORT**

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Folck stated that this is a very preliminary discussion but there is a possibility to change the C1 zone to allow drive through restaurants. Currently C1 is labeled 'neighborhood commercial' and doesn't allow drive through restaurants at all because that's supposed to be the least intensive commercial district. After reviewing this and what might be proposed eventually, staff recognized that not all drive through restaurants are created equally. A drive through could potentially be side by side with a residential area if managed correctly. Therefore, staff is recommending allowing drive through restaurants as a conditional use in a C1 zone, where it is currently not permitted. This allows the City to have the oversight and make sure things are thought through. She shared an example of Runza in Scottsbluff having brick walls around the drive thru to block headlights from becoming an issue for people driving by, not just for decoration.

Commissioner Alvizar asked if there is currently a proposal that prompted this change. Folck stated there aren't any yet but staff wanted to make sure that people thinking about it know they won't run into a brick wall because of the City's zoning code. Chairman Miles said he's wondering

about Runza in Gering because they're surrounded by residential. Folck said that Runza is in zone C2 so this wouldn't affect them. There is nothing zoned C1 yet. This is for certain areas that have been designated as areas that could be appropriate for commercial by the Comprehensive Plan, for example intersections along Five Rocks Rd. The Comp. Plan talks about how these areas would be appropriate for neighborhood commercial, not heavy commercial. Julie Morrison, 60 O Street Gering, NE, asked what some of the places are zoned now. Folck said they are all residential. Morrison asked if all the residential areas fall under this proposal, then. Folck said no and explained that the Comprehensive Plan goes into detail about specific areas that could work for certain commercial uses if someone were to have a good plan. She continued to explain that in areas like Lincoln and Omaha, a residential development will be put up but then on the other end of it, closest to the high traffic street, they might put a restaurant or a gym that people enjoy being able to walk to or get to quickly. This change brings the zoning code into more modern times and allows the ability to do things that people of the City have said they would like available.

Chairman Miles stated with no further comments, the public hearing closes at 6:21 P.M. He entertained a motion to consider a recommendation to City Council regarding zoning code changes pertaining to drive through restaurants in C1 Zones.

**Motion by Commissioner Kaufman to make a positive recommendation to the City Council to adopt an ordinance allowing drive through restaurants as a conditional use in the C1 Zone. Second by Commissioner Palm. No discussion. The Secretary called the roll. "AYES": Crews, Keener, Miles, Kaufman, Palm, Hauck, Alvizar. "NAYS": Taylor. Abstaining: None. Absent: Shimic. Motion carried.**

**D. Recommendation and Report – Preliminary discussion on zoning code changes regarding food trucks.**

**THE FOLLOWING STAFF REPORT WAS PROVIDED TO PLANNING COMMISSION  
PRIOR TO THIS MEETING  
CITY OF GERING  
PLANNING COMMISSION RECOMMENDATION AND REPORT**

|                  |  |                             |           |
|------------------|--|-----------------------------|-----------|
| <b>To:</b>       | Planning Commission  | <b>Date:</b>                | 12/3/2024 |
| <b>From:</b>     | Planning & Community Development   | <b>Zoning:</b>              |           |
| <b>Subject:</b>  | Recommendation and Report – Preliminary discussion on zoning code changes regarding food trucks. | <b>Property Size:</b>       | N/A       |
| <b>Location:</b> |  | <b>#Lots/Parcels:</b>       | N/A       |
| <b>Owner:</b>    | N/A  | <b>City Council Meeting</b> |           |

Staff has been asked to consider changes to the zoning code regarding food trucks. Currently staff classifies food trucks as a restaurant, and they are allowed in any area that restaurants are

allowed. This is to be a preliminary discussion about whether it would be appropriate to allow food trucks in any areas that do not currently allow restaurants, primarily residential zones.

## **END OF STAFF REPORT**

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Folck said that this topic came up out of a Council Committee meeting that was held to talk about a new food truck ordinance. The discussion pertained to food truck regulations that are on city property and safety inspections, which is beyond the purview of the Planning Commission. However, in the discussion the topic of where food trucks are allowed was brought up. Currently food trucks are seen as restaurants; if a restaurant is not allowed, neither is a food truck. Traditionally, food trucks are not allowed in residential areas. A question was brought up about food trucks in parks. After visiting with legal, their opinion is that parks are a permitted use and food trucks are an accessory use. It's expected that a park has a lot of activity so the food trucks become an accessory use to the parks. Staff is looking for opinions and thoughts from Planning Commission on whether this is something that should be looked at more. The main issues with food trucks are traffic and parking.

Commissioner Taylor asked if setting a limit on how many times food trucks can operate in residential areas. Folck said that's possible but it would be difficult to enforce. Commissioner Alvizar asked if Scottsbluff has an ordinance for residential zones because he knows of a food truck that is always parked outside his house. Folck said food trucks are not allowed to operate on city property at all unless it's a permitted special event. Commissioner Kaufman asked if a food truck can set up to cater at someone's house. Folck said she would like to get a better definition of catering in the zoning code because a situation where a food truck is catering to one house, is different from being open to anyone in the neighborhood. Folck believes catering should be an allowable use in a residential zone. Commissioner Crews asked if food trucks would be a permitted use or a conditional use in a C1 zone. Folck said that is something that can be looked into if Planning Commission is interested. Commissioner Hauck said he's been to auctions that have food trucks there and asked if that is allowed. Folck said technically no, that is not allowed. Commissioner Hauck then asked if food trucks must have a health inspection of some kind. Folck said yes, the state requires an inspection, the City has nothing to do with that part but they do handle the safety inspections. Commissioner Keener asked if there have been any complaints about food trucks being in residential areas. Folck responded there have not been any complaints other than from vendors that want to operate in residential zones and currently cannot. Commissioner Keener continued to ask if the ice cream truck that goes down his neighborhood is considered a food truck. Folck said that is not yet defined. Julie Morrison asked if someone could operate their food truck on M street. Folck said if they are along the side that is zoned as commercial they can. Morrison shared her concern about the public safety aspect that could arise with the traffic. Folck said that falls under the Safety Committee's regulations. Discussion followed regarding possible ways to allow food trucks in residential areas.

Folck said she's hearing that Planning Commission would be interested in trying to make clarifications in the zoning code about how food trucks differ from catering and research how and if food trucks should be allowed in residential zones. Planning Commission agreed.



## 5. City Engineer Report

Engineer Folck said there is another application for a preliminary and final plat so there will be a January meeting. The City has received a grant agreement for the Safe Streets For All Grant. This is a planning grant through FHWA and the goal is to put together a plan that would include improvements for the streets but also making things better for pedestrians and cyclists. Once an engineer is procured there will be public input processes and staff would like Planning Commission members to be part of that process because they have good input and ideas regarding what is best for the community. Folck thanked Karen Palm for her service on the Committee as this is her last meeting. She also thanked Crews, Keener, and Alvizar for renewing their terms. Tony Kaufman will start at the January meeting.

**6. Open Comments:** Discussion or action by the Planning Commission regarding unscheduled business will not take place. This section is for citizen comment only. None.

## 7. Adjourn

**Commissioner Keener moved to adjourn. Commissioner Taylor seconded the motion. There was no discussion. The Secretary called the roll. "AYES": Taylor, Crews, Keener, Miles, Kaufman, Palm, Hauck and Alvizar. "NAYS": None. Abstaining: None. Absent: Shimic. Motion carried.**

The meeting adjourned at 6:40 P.M.

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Jody Miles, Chairman

ATTEST:

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Valerie VanWinkle, Secretary

**Agenda Item Summary**

**For the meeting of:** December 9, 2024

**Agenda item title:** Recognition of Councilmember Backus

**Submitted by:** Mayor Ewing

**Explanation of the agenda item:** Mayor Ewing will recognize Councilmember Backus for eight years of service on the Gering City Council.

**Board/Commission/Staff recommendation:** \_\_\_\_\_

**Does this item require the expenditure of funds?** \_\_\_\_\_ **yes**            **X**            **no**

**Are funds budgeted?** \_\_\_\_\_ **yes**            **X**            **no**

**If no, comments:** \_\_\_\_\_

**Estimated Amount** \_\_\_\_\_

**Amount Budgeted** \_\_\_\_\_

**Department** \_\_\_\_\_

**Account** \_\_\_\_\_

**Account Description** \_\_\_\_\_

**Approval of funds available:** \_\_\_\_\_

**City Treasurer/Finance Director**

**Does this item require a resolution or an ordinance?** \_\_\_\_\_ **yes**            **X**            **no**

**If a resolution or ordinance is required, it must be attached.**

**Please list all names and addresses of those to be notified.**

*Kathy Welfl, City Clerk*

**Approved for submittal:** \_\_\_\_\_

**Mayor, City Council member, City Administrator, City Clerk**

**Referred to:** \_\_\_\_\_ **Committee**

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**ADJOURN SINE DIE**

**CITY OF GERING  
CITY COUNCIL MEETING NOTICE AND AGENDA**

Regular meeting of the Gering City Council, December 9, 2024 immediately following the first regular City Council meeting (at 6:00 p.m.) in the Gering City Hall, 1025 P Street.

All agenda items are for discussion and action will be taken as deemed appropriate.

**CALL TO ORDER.**

1. Roll Call

**OPEN MEETINGS ACT - NEB.REV.STAT. CHAPTER 84, ARTICLE 14**

As required by State Law, public bodies shall make available at least one current copy of the Open Meetings Act posted in the meeting room. Agenda items may be moved up or down on the agenda at the discretion of the Mayor. As required by State Law, additions may not be made to this agenda less than 24 hours before the beginning of the meeting unless they are considered under this section of the agenda and Council determines that the matter requires emergency action.

**CURRENT BUSINESS:**

1. Elect Council President
2. Elect Acting Council President
3. Approve appointment of City of Gering Safety Committee
4. Approve Appointments to Council Standing Committees
  - Administrative Committee
  - Public Safety Committee
  - Public Works Committee
  - Personnel Committee
  - Recreation, Amusement and Cultural Committee
5. Approve appointments to Boards, Commissions and Committees
  - Approve re-appointment of Mike Donovan to the Park, Cemetery & Tree Board
  - Approve re-appointment of Don Gentry to the Park, Cemetery & Tree Board
  - Approve re-appointment of George Crews to the Planning Commission
  - Approve re-appointment of Levi Keener to the Planning Commission
  - Approve re-appointment of Steven Alvizar to the Planning Commission
  - Approve re-appointment of Jana Shimic to the Planning Commission as an alternate
  - Approve appointment of Tony Kaufman to the Planning Commission
  - Approve re-appointment of Steve Eich to the Board of Adjustment
  - Approve re-appointment of Josh Schlaepfer to the Board of Adjustment
  - Approve re-appointment of Brian Judy to the Board of Adjustment
  - Approve re-appointment of Kirstee Moore to the Gering Library Board
  - Approve re-appointment of Jeff Kelley to the Gering Library Board
  - Approve re-appointment of Mary Robinson to the Gering Library Board
  - Approve re-appointment of Kim Walker to the Gering Library Board
  - Approve re-appointment of Pam O'Neal to the Police Department Retirement Committee
  - Approve re-appointment of James Jackson to the Police Department Retirement Committee
  - Approve appointment of Chris Burgman to the Police Department Retirement Committee

- Approve appointment of Matt Holcomb to the Police Department Retirement Committee
- 6. Approve Council/Staff Liaisons
  - Airport Authority – Councilmember Bohl
  - Gering CVB (Convention and Visitors Bureau) – Councilmember Gillen
  - Gering Library Board – Councilmember Shields
  - Gering Merchants – Todd Seay
  - Oregon Trail Days Board – Councilmember O’Neal
  - Panhandle Area Development District – Administrator Heath
  - Regional Governance – Administrator Heath
  - Scotts Bluff County Communications Center Advisory Board – Fire Chief, Nathan Flowers
  - Twin Cities Development – Councilmember Morrison
  - Tri-City Active Living – Councilmember Wiedeman
  - WNED (Western Nebraska Economic Development) – Councilmember Gillen
  - Central Irrigation District – Councilmember Bohl
  - Park, Cemetery and Tree Board – Councilmember Cowan
- 7. Approve Appointment of the Official Newspaper

**PUBLIC HEARINGS:**

**BIDS:**

**CLOSED SESSION:**

(Council reserves the right to enter into closed session if deemed necessary.)

**OPEN COMMENT SECTION:** Discussion or action by Council regarding unscheduled business will not take place. This section is for citizen comment only.

**ADJOURN**

**Agenda Item Summary**

**For the meeting of:** December 9, 2024

**Agenda item title:** Elect Council President  
Elect Acting Council President

**Submitted by:** Pat Heath, City Administrator

**Explanation of the agenda item:**

By Ordinance, the Council shall select one of their own body to serve as the President of the Council. The Council President presides at meetings of the Council in the absence of the Mayor. The Council shall also elect one of their own body as Acting Council President to preside over meetings in the absence of the President. The President and Acting President, when occupying the place of Mayor, shall have the same privileges as other members of the Council. All acts of the President and Acting President, while presiding over a meeting, will be as binding upon the Council and the City as if done by the Mayor.

At the direction of the Mayor, Council will cast ballots for Council President and Acting Council President.

**Board/Commission/Staff recommendation:**

**Does this item require the expenditure of funds?**                      **Yes**      **X**      **no**

**Are funds budgeted?**                      **Yes**                           **no**

**If no, comments:**

**Estimated Amount**

**Amount Budgeted**

**Department**

**Account**

**Account Description**

**Approval of funds available:**

**City Treasurer/Finance Director**

**Does this item require a resolution or an ordinance?**                      **yes**      **X**      **no**

**If a resolution or ordinance is required, it must be attached.**

**Please list all names and addresses of those to be notified.**

**Approved for submittal:**

*Pat Heath, City Administrator*

**Mayor, City Administrator or City Department Head**

**Referred to:**

**Committee**

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**Agenda Item Summary**

**For the meeting of:** December 9, 2024

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**Approve Appointments to Council Standing Committees**

**Agenda item title:**

- Administrative Committee
- Public Safety Committee
- Public Works Committee
- Personnel Committee
- Recreation, Amusement and Cultural Committee

**Submitted by:**

**Mayor Ewing**

**Explanation of the agenda item:**

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**§ 30.24 STANDING COMMITTEES.**

(A) At the organizational meeting of the City Council, the Mayor shall appoint members of such standing committees as the City Council may by ordinance create. The membership of such standing committees may be changed at any time by the Mayor. The Mayor shall be a member ex officio of each standing committee. The members of the standing committees shall serve a term of two years and may be reappointed.

**Board/Commission/Staff recommendation:**

---

Approve standing committee appointments as presented on the following page.

**Does this item require the expenditure of funds?**

**Yes      X      no**

**Are funds budgeted?**

\_\_\_\_\_ **Yes**      \_\_\_\_\_ **no**

**If no, comments:**

**Estimated Amount**

**Amount Budgeted**

**Department**

**Account**

**Account Description**

**Approval of funds available:**

\_\_\_\_\_  
**City Treasurer/Finance Director**

**Does this item require a resolution or an ordinance?**

\_\_\_\_\_ **yes**      \_\_\_\_\_ **X**      \_\_\_\_\_ **no**

**If a resolution or ordinance is required, it must be attached.**

**Please list all names and addresses of those to be notified.**

**Approved for submittal:**

*Mayor Ewing*

---

**Mayor, City Administrator or City Department Head**

**Referred to:**

\_\_\_\_\_ **Committee**

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**Council Standing Committees  
December 2024**

**Administrative, Office, Economic Development**

|                  |                  |
|------------------|------------------|
| Julie Morrison   | Chair            |
| Pam O'Neal       | Vice Chair       |
| Troy Cowan       |                  |
| Susan Wiedeman   |                  |
| <b>Alternate</b> | <b>Cody Bohl</b> |
|                  | <b>Todd Seay</b> |

**Personnel**

|                  |                       |
|------------------|-----------------------|
| Pam O'Neal       | Chair                 |
| Julie Morrison   | Vice Chair            |
| Todd Seay        |                       |
| Troy Cowan       |                       |
| <b>Alternate</b> | <b>Michael Gillen</b> |
|                  | <b>Susan Wiedeman</b> |

**Public Safety**

|                  |                        |
|------------------|------------------------|
| Troy Cowan       | Chair                  |
| Cody Bohl        | Vice Chair             |
| Michael Gillen   |                        |
| Todd Seay        |                        |
| <b>Alternate</b> | <b>Julie Morrison</b>  |
|                  | <b>Rebecca Shields</b> |

**Public Works**

|                  |                       |
|------------------|-----------------------|
| Michael Gillen   | Chair                 |
| Pam O'Neal       | Vice Chair            |
| Rebecca Shields  |                       |
| Cody Bohl        |                       |
| <b>Alternate</b> | <b>Troy Cowan</b>     |
|                  | <b>Susan Wiedeman</b> |

**Recreation, Amusement and Cultural**

|                  |                       |
|------------------|-----------------------|
| Susan Wiedeman   | Chair                 |
| Cody Bohl        | Vice Chair            |
| Rebecca Shields  |                       |
| Pam O'Neal       |                       |
| <b>Alternate</b> | <b>Todd Seay</b>      |
|                  | <b>Michael Gillen</b> |

**Agenda Item Summary**

**For the meeting of:** December 9, 2024

---

**Approve appointments to Boards, Commissions and Committees**

- Approve re-appointment of Mike Donovan to the Park, Cemetery & Tree Board
- Approve re-appointment of Don Gentry to the Park, Cemetery & Tree Board
- Approve re-appointment of George Crews to the Planning Commission
- Approve re-appointment of Levi Keener to the Planning Commission
- Approve re-appointment of Steven Alvizar to the Planning Commission
- Approve re-appointment of Jana Shimic to the Planning Commission as an alternate
- Approve appointment of Tony Kaufman to the Planning Commission
- Approve re-appointment of Steve Eich to the Board of Adjustment
- Approve re-appointment of Josh Schlaepfer to the Board of Adjustment
- Approve re-appointment of Brian Judy to the Board of Adjustment
- Approve re-appointment of Kirstee Moore to the Gering Library Board
- Approve re-appointment of Jeff Kelley to the Gering Library Board
- Approve re-appointment of Mary Robinson to the Gering Library Board
- Approve re-appointment of Kim Walker to the Gering Library Board
- Approve re-appointment of Pam O’Neal to the Police Department Retirement Committee
- Approve re-appointment of James Jackson to the Police Department Retirement Committee
- Approve appointment of Chris Burgman to the Police Department Retirement Committee
- Approve appointment of Matt Holcomb to the Police Department Retirement Committee

**Agenda item title:**

**Submitted by:** Mayor Ewing

**Explanation of the agenda item:** The preceding appointments and reappointments to boards, commissions and committees need to be approved by the Council.

**Board/Commission/Staff recommendation:** Approve appointments as presented.

---

|   |  |                                      |           |
|---|--|--------------------------------------|-----------|
| <b>Does this item require the expenditure of funds?</b> | <u>                    </u> <b>yes</b> | <u>                    </u> <b>X</b> | <b>no</b> |
|---|--|--------------------------------------|-----------|

|                            |  |                                      |           |
|----------------------------|--|--------------------------------------|-----------|
| <b>Are funds budgeted?</b> | <u>                    </u> <b>yes</b> | <u>                    </u> <b>X</b> | <b>no</b> |
|----------------------------|--|--------------------------------------|-----------|

**If no, comments:**

**Estimated Amount** \_\_\_\_\_

**Amount Budgeted** \_\_\_\_\_

**Department** \_\_\_\_\_

**Account** \_\_\_\_\_

**Account Description** \_\_\_\_\_

**Approval of funds available:** \_\_\_\_\_

**City Treasurer/Finance Director**

|   |  |                                      |           |
|---|--|--------------------------------------|-----------|
| <b>Does this item require a resolution or an ordinance?</b> | <u>                    </u> <b>yes</b> | <u>                    </u> <b>X</b> | <b>no</b> |
|---|--|--------------------------------------|-----------|

**If a resolution or ordinance is required, it must be attached.**

**Please list all names and addresses of those to be notified.**

---

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Approved for submittal:

*Mayor Ewing*

---

Mayor, City Council member, City Administrator, City Clerk

Referred to: \_\_\_\_\_

Committee

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# Boards, Commissions & Committees

December, 2024

## Planning Commission

Jody Miles  
Allen Taylor  
Jana Shimic\*  
Levi Keener  
Cathy Kaufman  
Steve Alvizar  
Dale Hauck  
Tony Kaufman  
George Crews  
\* alternate

## Library Board

Kirstee Schutte  
Kim Walker  
Suzanne Myers  
Mary Robinson  
Jeff Kelley

## LB840 Application Review/CDBG/

### Rural Electric Fund Committee

Larry Gibbs  
Ben Dishman  
Ladd Harrison  
Craig Landers  
Dawne Wolfe  
Charlie Wright  
Vacancy

## Board of Adjustment

Dave Schleve\*\*  
Kevin Mooney\*\*  
Steve Eich  
Dale Hauck  
Josh Schlaepfer  
Brian Judy (alt)

## Keno Committee

Darrell Bentley  
Amy Doll  
Donna Engleman  
Matt Janecek  
Don Kugler  
Councilmember Julie Morrison

## LB840 Citizens Advisory Committee

Galen Larson  
Tom Goodman  
Tami Pierce  
Eric Wilcox  
Rhonda Schledewitz  
Shain Shimic  
Carla Swanson

## Plumbing Board

Josh Schlaepfer (Master)  
Lucan Palomo (Journeyman)  
Jeff Vance, Building Inspector/Code Enforcement  
Mike Davies, Public Works Director  
Annie Folck, City Engineer

## Board of Health

Mayor Ewing  
George Holthus, Police Chief  
Dr. Jerry Upp

## Park, Cemetery & Tree Board

Don Gentry  
Mike Donovan  
Tim Maxcy  
Phillip Schmitt  
Chris Kautz  
Vicki Nemnich

## Police Dept. Retirement Committee

Sgt. James Jackson  
Officer Chris Burgman  
Officer Matt Holcomb  
Det. Jordan McBride  
Councilmember Pam O'Neal  
Mayor Ewing

## Civil Service Commission

Galen Larson  
Etta Taylor  
Mark Gies

## Gering Occupation Tax Grant Fund Advisory Committee

Councilmember Michael Gillen  
Netta Green  
Jodi Ruzicka

**Agenda Item Summary**

**For the meeting of:** December 9, 2024

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**Approve Council/Staff Liaisons**

**Agenda item title:**

- Airport Authority – Councilmember Bohl
- Gering CVB (Convention and Visitors Bureau) – Councilmember Gillen
- Gering Library Board – Councilmember Shields
- Gering Merchants – Councilmember Seay
- Oregon Trail Days Board – Councilmember O’Neal
- Panhandle Area Development District – Administrator Heath
- Regional Governance – Administrator Heath
- Scotts Bluff County Communications Center Advisory Board – Fire Chief, Nathan Flowers
- Twin Cities Development – Councilmember Morrison
- Tri-City Active Living – Councilmember Wiedeman
- WNED (Western Nebraska Economic Development) – Councilmember Gillen
- Central Irrigation District – Councilmember Bohl
- Park, Cemetery and Tree Board – Councilmember Cowan

**Submitted by:** Mayor Ewing

**Explanation of the agenda item:** Mayor Ewing requests monthly liaison reports from Council and various City staff.

---

**Board/Commission/Staff recommendation:** Approve liaisons as presented.

**Does this item require the expenditure of funds?**                          **Yes**                               **X**                               **no**

**Are funds budgeted?**                          **Yes**                               **no**

If no, comments:

**Estimated Amount** \_\_\_\_\_

**Amount Budgeted** \_\_\_\_\_

**Department** \_\_\_\_\_

**Account** \_\_\_\_\_

**Account Description** \_\_\_\_\_

**Approval of funds available:** \_\_\_\_\_

\_\_\_\_\_  
**City Treasurer/Finance Director**

**Does this item require a resolution or an ordinance?**                          **yes**                               **X**                               **no**

If a resolution or ordinance is required, it must be attached.

**Approved for submittal:**

*Mayor Ewing*

---

**Mayor, City Administrator or City Department Head**

**Referred to:** \_\_\_\_\_ **Committee**

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**Agenda Item Summary**

**For the meeting of:** December 9, 2024

**Agenda item title:** Approve Appointment of Official Newspaper

**Submitted by:** Mayor Ewing

**Explanation of the agenda item:**

Per State Statute, municipalities must designate an official newspaper at the beginning of each Council term for the purpose of publishing public advertisements, notices, ordinances, resolutions, Council proceedings and all other matter published by the City of Gering. A notice requesting proposals was published in the Star-Herald for three consecutive weeks in November, 2024. One proposal was submitted, attached

**Board/Commission/Staff recommendation:**

Approve appointment of the Star-Herald as the Official Newspaper.

**Does this item require the expenditure of funds?**

Yes      X      no

**Are funds budgeted?**

Yes      no

**If no, comments:**

**Estimated Amount**

**Amount Budgeted**

**Department**

**Account**

**Account Description**

**Approval of funds available:**

City Treasurer/Finance Director

**Does this item require a resolution or an ordinance?**

yes      X      no

**If a resolution or ordinance is required, it must be attached.**

**Approved for submittal:**

*Mayor Ewing*

Mayor, City Administrator or City Department Head

**Referred to:**

Committee

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RECEIVED DEC 02 2024

Scottsbluff  
**StarHerald**

**November 26, 2024**

Kathy Welfl, City Clerk  
City of Gering  
1025 P Street  
Gering, NE 69341

**Dear Kathy,**

The Star-Herald respectfully submits its application for designation as the "official legal newspaper" of the City of Gering for the 2024-25 calendar years. We believe the Star-Herald is the ideal choice for all legal advertising needs due to our unmatched readership, efficiency, and cost-effectiveness.

The Star-Herald offers significantly higher readership and penetration than any other publication in the county. Our paid circulation is 4,353, verified by an independent auditing firm, making us the only publication in the area with this level of credibility. Additionally, our website, [starherald.com](http://starherald.com), is the leading newspaper website in the region, averaging over 5,000 unique visitors daily and generating more than 1 million page views monthly. To further benefit the City of Gering, all legal notices are published online at no additional cost.

Our staff is highly knowledgeable about the legal publication requirements set forth by the Nebraska Legislature, ensuring accuracy and compliance with all rules. We offer flexibility in scheduling notices, which allows us to meet your specific needs in a timely manner. By selecting the Star-Herald, you are choosing a publication that not only maximizes the reach of legal notices but also ensures a seamless and professional process.

Additionally, legal publication rates are regulated by the Nebraska Legislature and remain consistent regardless of a publication's circulation. This makes the Star-Herald the most cost-effective option as it provides the greatest reach in Scottsbluff and the surrounding areas. Choosing a publication with the widest audience aligns with the Legislature's intent to keep the public informed about official actions.

Thank you for considering our application. We are eager to continue our partnership with the City of Gering and to serve the community by providing reliable, effective, and professional legal advertising services.

Sincerely,



Dee Klein  
Regional Business Development Director, Western Nebraska