

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

Regular meeting of the Gering City Council, June 10, 2024 at 6:00 p.m., at Gering City Hall, 1025 P Street, Gering, NE.

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 May 28, 2024 Regular City Council Meeting
2. Approve Claims
3. Approve a Special Designated License submitted by the Oregon Trail Association for the Oregon Trail Days Chili Cook-off at 2200 D Street (Kahuna Park at Five Rocks Amphitheater), Gering, NE on July 13, 2024
4. Approve a Special Designated License submitted by the Oregon Trail Association for the Oregon Trail Days Mud Volleyball Tournament at 2505 D Street (near Five Rocks Amphitheater), Gering, NE on July 13, 2024

**BIDS/PROPOSALS:**

1. Award Contract for 2024 Wastewater Treatment Plant Cover Replacement, approve and authorize the Mayor to sign a Notice of Award and Notice to Proceed
2. Award bid for 2024 Crew Cab 4x4 Pickup – Water/Wastewater Department
3. Award bid for 2024 Double Cab 4x4 Pickup – Water/Wastewater Department
4. Approve emergency purchase for a boiler for the Gering Municipal Swimming Pool

**CURRENT BUSINESS:**

1. Approve and authorize the Mayor to sign Economic Development Assistance Agreement and Security Agreement pertaining to IDEM Irrigation, LLC
2. Approve Resolution 6-24-1 authorizing the submittal of a grant application to the Rural Community Recovery Program for the construction of Play Unlimited at Oregon Trail Park and surrounding enhancements, and designating Twin Cities Development Association to provide assistance with grant preparation, writing, administration, and reporting services

**PUBLIC HEARING:**

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

**ADJOURN**

## **THE OFFICIAL PROCEEDINGS OF THE REGULAR MEETING OF THE GERING CITY COUNCIL, MAY 28, 2024**

A regular meeting of the City Council of Gering, Nebraska was held in open session on May 28, 2024 at 6:00 p.m. at Gering City Hall, 1025 P Street, Gering, NE. Present were Mayor Ewing and Councilmembers Gillen, Bohl, Wiedeman, O'Neal, Morrison, Cowan. Also present were City Administrator Pat Heath, City Clerk Kathy Welfl and City Attorney Jim Ellison. Absent were Councilmembers Shields, Backus. 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 May 13, 2024 Regular City Council meeting
2. Approve Claims

### **Claims 5/14/24 thru 5/28/24**

21ST CENTURY EQUIPMENT \$704.24, 308 PLUMBING SOLUTIONS \$100.00, 911 CUSTOM \$1,506.37, ABSOLUTE PAINTING \$276.23, ACE HARDWARE \$270.59, ACUSHNET COMPANY \$229.37, AMAZON CAPITAL SERVICES \$395.18, AMGL \$1,120.00, ANDRES TORRES \$450.00, ARNOLD POOL COMPANY \$92.95, B & H INVESTMENTS,INC \$106.00, B & S RASK GRILL \$420.00, BAD BIRDIE GOLF \$1,197.00, BENJAMIN CRAIG \$162.63, BENZEL PEST CONTROL \$321.76, BLACK HILLS ENERGY \$1,155.29, BLUFFS FACILITY SOLUTIONS \$701.05, BORDER STATES INDUSTRIES, INC \$6,528.91, CALLAWAY GOLF COMPANY \$2,170.25, CITY OF GERING \$24,679.91, CITY OF SCOTTSBLUFF \$10,899.00, CLARK PRINTING LLC \$472.68, COLUMN SOFTWARE, PBC \$433.34, CONNECTING POINT \$900.48, CONSOLIDATED MANAGEMENT COMPAN \$254.45, COZAD SIGNS, LLC \$585.00, CROELL, INC \$11,362.00, CROSSROADS COOPERATIVE \$32,531.25, CS PRECISION MANUFACTURING \$18,380.57, DANKO EMERGENCY EQUIPMENT CO \$77.24, DEARBORN LIFE INSURANCE COMPAN \$147.92, DOCU-SHRED LLC \$1,069.48, DOLAN CONSULTING GROUP \$75.00, DONALD MILLER \$86.49, DUTTON-LAINSON COMPANY \$1,290.18, DYNAMIC BRANDS LLC \$593.41, EAKES INC \$225.24, ECOLAB \$330.05, ELLISON, KOVARIK & TURMAN LAW \$11,936.25, FASTENAL COMPANY \$371.09, FAT BOYS TIRE & AUTO \$727.77, FIRST NATIONAL BANK OMAHA - POLICE \$584.00, FLOYD'S TRUCK CENTER, INC. \$81.43, FRANCISCO BUMPER TO BUMPER IN \$295.00, FRANK PARTS COMPANY \$208.26, FYR-TEK, INC. \$970.69, GALLS, AN ARAMARK COMPANY \$1,402.18, GERING VOLUNTEER FIRE DEPT. \$1,348.00, GOLF AND SPORT SOLUTIONS,LLC \$1,585.98, GREATAMERICA FINANCIAL SERVICE \$126.00, HACH COMPANY \$698.68, HARBOR FREIGHT TOOLS \$59.99, HD ARMS, LLC \$2,823.10, HOME DEPOT CREDIT SERVICES \$224.64, HOMETOWN LEASING \$150.57, IDEAL LAUNDRY AND CLEANERS, INC. \$223.69, INDEPENDENT PLUMBING & HEATING \$124.27, INDOFF INCORPORATED \$406.96, INGRAM LIBRARY SERVICES \$640.58, INTERNAL REVENUE SERVICE \$57,282.72, INTERSTATE BATTERY \$147.95, J & A TRAFFIC PRODUCTS \$1,470.00, JIRDON AGRI CHEMICALS, INC \$9,219.90, JOHN HANCOCK USA \$18,094.78, JOHN HANCOCK USA FIRE \$761.78, JOHN HANCOCK USA POLICE \$8,848.13, JOHNSEN CORROSION ENGINEERING \$942.00, JUSTIN BERNHARDT \$200.00, LAKESHORE LEARNING MATERIALS \$1,499.00, LEAGUE ASSOC./RISK MANAGEMENT \$439.01, LEGACY COOPERATIVE \$3,002.02, LOGOZ LLC \$149.00, LONDON FLATS, LLC \$1,527.24, MACQUEEN EQUIPMENT, LLC \$1,719.39, MATHESON TRI-GAS INC \$64.36, MEL'S MOBILE LOCK & KEY \$103.00, MENARDS \$428.41, MIDLANDS CONTRACTING, INC \$5,471.45, MUNICIPAL ENERGY AGENCY OF NE \$607,068.37, MUNICIPAL SUPPLY, INC. OF NE. \$870.75, NEBRASKA CHILD SUPPORT PAYMENT CENTE \$714.93, NEBRASKA DEPARTMENT OF REVENUE \$150.00, NEBRASKA DEPT OF REVENUE \$839.40, NEBRASKA DEPT. OF REVENUE \$66,150.20, NEBRASKA GOLF ASSOCIATION \$4,720.00, NEBRASKA LIBRARY ASSOCIATION \$60.00, NEBRASKA PUBLIC HEALTH ENVIRO LAB \$352.00, NEBRASKA PUBLIC POWER DISTRICT \$1,916.18, NEBRASKA SAFETY AND FIRE EQUIPMENT, INC \$409.00, NMVCA \$295.00, NORTHWEST PIPE FITTINGS, INC \$911.27, O'REILLY AUTOMOTIVE STORE \$50.60, PANHANDLE

ENVIRONMENTAL SERVICE, INC. \$1,517.00, PANHANDLE HUMANE SOCIETY \$3,168.50, PAUL REED CONSTRUCTION & SUPP \$556.00, PETE'S QUICK LUBE \$53.60, PGA OF AMERICA \$614.00, PLATTE RIVER GLASS \$306.00, PLATTE VALLEY BANK \$32,718.15, POWERPLAN OIB \$6.30, PT HOSE AND BEARING \$721.80, PVB VISA \$21,138.89, RAMADA MIDTOWN CONFERENCE CENT \$1,430.55, RED BARN SHOP, LLC \$330.25, REGIONAL CARE INC. \$38,684.74, REGIONAL WEST HEALTH SERVICES \$255.00, RIVERSTONE BANK \$619.71, ROCKMOUNT RESEARCH & ALLOYS IN \$142.35, SANDBERG IMPLEMENT, INC. \$32.40, SAPP BROS \$3,088.70, SARGENT DRILLING CO. \$15,877.70, SCB. COUNTY AMBULANCE SERVICE \$316.23, SCB. COUNTY SHERIFF OFFICE \$31.20, SCOTTS BLUFF COUNTY COURT \$153.00, SCS ENGINEERS \$2,113.56, SENIOR CITIZENS CENTER \$1,000.00, SHERWIN WILLIAMS \$409.90, SIMMONS OLSEN LAW FIRM, P.C. \$2,840.00, SIMON CONTRACTORS \$11,595.90, TERESA TOSH \$26,086.25, TERRY CARPENTER, INC. \$650.00, THE CIT GROUP \$1,089.79, TORRINGTON SOD FARMS \$310.20, TOUR EDGE MFG INC \$2,087.54, TROY & LISA WEBORG \$91,444.42, UTILITY BILL REFUNDS \$483.80, TYNDALE \$1,128.64, VALLEY AUTO LOCATORS LLC \$56.47, VERIZON CONNECT \$6.04, W & R INC. \$630.00, WESTERN PLAINS CONSTRUCTION \$100.00, WINSUPPLY SCOTTSBLUFF NE CO. \$27.14, TOTAL \$1,206,990.20

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

*The City of Gering Economic Development Citizens Advisory Committee met on March 7 and 26 as well as April 25, 2024. 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.*

*There are currently 15 applicants with outstanding Economic Development grants and loans. One applicant, Chino's Mexican Restaurant, informed the City Administrator earlier this year that their business was transitioning to a new business at the same location. The applicant met with the Citizens Advisory Committee on March 7, after which the Committee recommended that City staff and legal counsel work with the applicant to restructure their loan. Staff also talked to the owner of the new business regarding a Conditional Assumption Agreement for the job creation portion the original Economic Development Assistance Agreement. The new owner agreed to signing the Conditional Assumption Agreement. At the May 13, 2024 regular City Council meeting, Council approved a Conditional Assumption and Economic Development Agreement pertaining to this applicant and the owner of the new business at the same location. Staff, legal counsel and the Citizens Advisory Committee believe this was a positive and constructive outcome for this applicant and the City.*

*Another applicant, Gering Hospitality Group, LLC, approached the City Administrator requesting a deferment of their two LB840 loans and their Rural Economic Development RLF loan. The Citizens Advisory Committee met with the applicant on April 25, 2024. After talking to the applicant and reviewing information provided by staff, the Citizens Advisory Committee recommended a six-month deferment of all three loans. Council will consider approval of the Modification to Economic Development Assistance Agreement for the Gering Hospitality Group, drafted by City legal, on tonight's City Council agenda.*

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

### **2. Approve and authorize the Mayor to sign Modification to Economic Development Assistance Agreement for Gering Hospitality Group, LLC**

**Motion by Councilmember Morrison to approve and authorize the Mayor to sign Modification to Economic Development Assistance Agreement for Gering Hospitality Group, LLC. Second by Councilmember O'Neal. There was no discussion. Mayor Ewing**

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

**3. Consider approval of a Special Event Permit for a Fireworks Show at the Member/Guest Golf Tournament at Monument Shadows Golf Course on June 21, 2024**

Clerk Welfl stated that Chief Flowers has Fire Department training on Tuesday nights so he wasn't able to attend. He asked her to convey to the Council that this will be handled like it has before where he'll work with the applicants and make sure the conditions are conducive for a safe show.

**Motion by Councilmember Gillen to approve a Special Event Permit for a Fireworks Show at the Member/Guest Golf Tournament at Monument Shadows Golf Course on June 21, 2024 contingent upon the applicant working with the Fire Chief. Second by Councilmember Morrison. There was no discussion. Mayor Ewing called for the vote. "AYES": Gillen, Bohl, Wiedeman, O'Neal, Morrison, Cowan. "NAYS": None. Abstaining: None. Absent: Shields, Backus. Motion carried.**

**4. Consider approval of a Special Event Permit for a Fireworks Show for the Allred Brothers Fireworks Show at Five Rocks Amphitheater on July 3, 2024**

**Motion by Councilmember Morrison to approve a Special Event Permit for a Fireworks Show for the Allred Brothers Fireworks Show at Five Rocks Amphitheater on July 3, 2024 contingent upon the applicant working with the Fire Chief. Second by Councilmember O'Neal. There was no discussion. Mayor Ewing called for the vote. "AYES": Gillen, Bohl, Wiedeman, O'Neal, Morrison, Cowan. "NAYS": None. Abstaining: None. Absent: Shields, Backus. Motion carried.**

**5. Approve Resolution 5-24-1 regarding amended fees at Five Rocks Amphitheater, the Pavilion at Five Rocks Amphitheater and Kahuna Park**

**Resolution 5-24-1**

WHEREAS, The Gering City Council, Gering, Nebraska shall amend fees at Five Rocks Amphitheater, the Pavilion at Five Rocks Amphitheater and a Kahuna Park.

WHEREAS, The Five Rocks Amphitheater, Pavilion and Kahuna Park Rates shall be as follows:

<u>Facility</u>	<u>Event type</u>	<u>Daily Rental</u>	<u>Deposit</u>	<u>Service Fee</u>
Five Rocks Amphitheater	Private	\$300.00	\$500.00	N/A
Five Rocks Amphitheater	Public	\$350.00	\$500.00	\$2.00 per ticket Through the gate
Five Rocks Amphitheater	Vendor fees	\$80.00	N/A	N/A
Pavilion only	All events	\$150.00	\$300.00	N/A
Kahuna Park only	All events	\$300.00/day	\$500.00	N/A

NOW THEREFORE BE IT RESOLVED that the City of Gering shall charge the aforementioned fees at the Five Rocks Amphitheater, Pavilion and Kahuna Park.

Adopted this 28<sup>th</sup> day of May 2024.

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

ATTEST:

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

**Motion by Councilmember Gillen to approve Resolution 5-24-1 regarding amended fees at Five Rocks Amphitheater, the Pavilion at Five Rocks Amphitheater and Kahuna Park.**

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

**6. Request for Public Safety Committee meeting – Agenda items: 1.) Street names and addressing on M Street, 2.) Discussion of proposed ordinance for food truck vendors**

**Motion by Councilmember Cowan to approve a request for a Public Safety Committee meeting with agenda items: 1.) Street names and addressing on M Street, 2.) Discussion of proposed ordinance for food truck vendors. Second by Councilmember O'Neal. There was no discussion. Mayor Ewing called for the vote. "AYES": Gillen, Bohl, Wiedeman, O'Neal, Morrison, Cowan. "NAYS": None. Abstaining: None. Absent: Shields, Backus. Motion carried.**

**REPORTS:**

**1. Liaison Report - Airport Authority, Councilmember Bohl**

Councilmember Bohl reported the following:

- Effective May 1, The TSA reimbursement for the LEO (Law Enforcement Operation) Program stopped. Law enforcement will no longer be reimbursed by the federal government for the time they spend at the airport. The County Sheriff has reassured the Airport Authority that nothing will change, they will continue to do things the same way they've done it the last number of years. U.S. Congressman, Adrian Smith, has been notified.
- There was a lightning strike that hit Runway 1-2 and blew a pretty big hole in the runway. It will get permanently repaired when they go back and continue with runway repairs that they'll have moving forward.
- They had discussions about insurance; of the 55 buildings the County owns, 35 are at the airport.
- Along with insurance, the T-hanger insurance is the now the responsibility of the airport. There was discussion around taking that insurance premium that the County was paying and passing it along to some of the tenants that are in the T-hangers.
- Through March, there were 2434 boardings for the year.
- Hertz is looking at more garage space to protect cars during the hail season.

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

Kevin Mooney addressed Council and thanked them for approving the Special Event Permit for a fireworks show at the Member/Guest Golf Tournament on June 21.

**ADJOURN:**

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

The meeting adjourned at 6:18 p.m.

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

ATTEST:

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



City of Gering, NE

# CLAIMS REPORT

By Vendor Name

Payable Dates 5/29/2024 - 6/10/2024

Post Dates 5/29/2024 - 6/10/2024

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	286.00
		<b>Department 02 - Liability Total: 286.00</b>
		<b>Fund 997 - PAYROLL FUND Total: 286.00</b>
		<b>Vendor 998460 - 24/7 FITNESS Total: 286.00</b>
<b>Vendor: 997992 - 911 CUSTOM</b>		
Fund: 114 - PUBLIC SAFETY		
Department: 31 - Fire		
lights/sirens new unit 60	CAPITAL OUTLAY EQUIPMENT	3,891.08
		<b>Department 31 - Fire Total: 3,891.08</b>
		<b>Fund 114 - PUBLIC SAFETY Total: 3,891.08</b>
		<b>Vendor 997992 - 911 CUSTOM Total: 3,891.08</b>
<b>Vendor: 999442 - ACE HARDWARE</b>		
Fund: 101 - GENERAL		
Department: 31 - Fire		
screw extractor tool	DEPT OPERATING SUPPLIES	19.99
drill bits for metal	DEPT OPERATING SUPPLIES	119.98
tap screws for lights on 60	DEPT OPERATING SUPPLIES	5.00
wire connectors for truck	DEPT OPERATING SUPPLIES	12.57
		<b>Department 31 - Fire Total: 157.54</b>
Department: 42 - Parks		
CONCRETE MIX	BUILDING/GROUND MAINT	14.38
		<b>Department 42 - Parks Total: 14.38</b>
		<b>Fund 101 - GENERAL Total: 171.92</b>
		<b>Vendor 999442 - ACE HARDWARE Total: 171.92</b>
<b>Vendor: 998228 - ACUSHNET COMPANY</b>		
Fund: 205 - GOLF		
Department: 06 - Expense		
PRO SHOP MERCHANDISE	PRO SHOP MERCHANDISE	283.38
		<b>Department 06 - Expense Total: 283.38</b>
		<b>Fund 205 - GOLF Total: 283.38</b>
		<b>Vendor 998228 - ACUSHNET COMPANY Total: 283.38</b>
<b>Vendor: 118900 - AMAZON CAPITAL SERVICES</b>		
Fund: 101 - GENERAL		
Department: 44 - Library		
HDMI cables and barcode sca...	OFFICE & BUILDING SUPPLIES	54.48
3 books-adult services	BOOKS	46.61
		<b>Department 44 - Library Total: 101.09</b>
		<b>Fund 101 - GENERAL Total: 101.09</b>
Fund: 130 - STREETS		
Department: 06 - Expense		
Battery Charger Credit	VEH & EQUIPMENT MAINT	-176.97
		<b>Department 06 - Expense Total: -176.97</b>
		<b>Fund 130 - STREETS Total: -176.97</b>
		<b>Vendor 118900 - AMAZON CAPITAL SERVICES Total: -75.88</b>

**CLAIMS REPORT**

Payable Dates: 5/29/2024 - 6/10/2024 Post Dates: 5/29/2024 - 6/10/2024

Description (Payable)	Account Name	Amount
<b>Vendor: 997877 - AMERITAS LIFE INSURANCE COPR.</b>		
Fund: 997 - PAYROLL FUND		
Department: 02 - Liability		
PAYROLL CLAIMS	VISION INS PAYABLE	609.14
		Department 02 - Liability Total: 609.14
		Fund 997 - PAYROLL FUND Total: 609.14
		Vendor 997877 - AMERITAS LIFE INSURANCE COPR. Total: 609.14
 <b>Vendor: 10325 - ASHLEY GOMEZ</b>		
Fund: 110 - RV PARK		
Department: 02 - Liability		
ROBIDOUX RV DEPOSIT REFU...	COMM ROOM DEPOSITS	75.00
		Department 02 - Liability Total: 75.00
		Fund 110 - RV PARK Total: 75.00
		Vendor 10325 - ASHLEY GOMEZ Total: 75.00
 <b>Vendor: 10328 - BLUE LADDER RENOVATIONS LLC</b>		
Fund: 150 - KENO		
Department: 06 - Expense		
SIDEWALK/DRIVEWAY - COM...	COMMUNITY BETTERMENT	3,500.00
		Department 06 - Expense Total: 3,500.00
		Fund 150 - KENO Total: 3,500.00
		Vendor 10328 - BLUE LADDER RENOVATIONS LLC Total: 3,500.00
 <b>Vendor: 999209 - BLUFFS FACILITY SOLUTIONS</b>		
Fund: 207 - CIVIC CENTER		
Department: 06 - Expense		
GLOVES	DEPT OPERATING SUPPLIES	41.10
		Department 06 - Expense Total: 41.10
		Fund 207 - CIVIC CENTER Total: 41.10
		Vendor 999209 - BLUFFS FACILITY SOLUTIONS Total: 41.10
 <b>Vendor: 10313 - CAMSPOT</b>		
Fund: 110 - RV PARK		
Department: 06 - Expense		
ONLINE BOOKING FEES - MAY ...	OTHER PROFESSIONAL SERVIC...	1,447.69
		Department 06 - Expense Total: 1,447.69
		Fund 110 - RV PARK Total: 1,447.69
		Vendor 10313 - CAMSPOT Total: 1,447.69
 <b>Vendor: 10326 - CARI LIND</b>		
Fund: 101 - GENERAL		
Department: 02 - Liability		
Refund deposit for 6-1-24 eve...	PLAZA DEPOSITS	300.00
		Department 02 - Liability Total: 300.00
		Fund 101 - GENERAL Total: 300.00
		Vendor 10326 - CARI LIND Total: 300.00
 <b>Vendor: 396325 - CENGAGE LEARNING/GAGE</b>		
Fund: 101 - GENERAL		
Department: 44 - Library		
4 books-adult services LP	BOOKS	121.56
		Department 44 - Library Total: 121.56
		Fund 101 - GENERAL Total: 121.56
		Vendor 396325 - CENGAGE LEARNING/GAGE Total: 121.56

CLAIMS REPORT

Payable Dates: 5/29/2024 - 6/10/2024 Post Dates: 5/29/2024 - 6/10/2024

Description (Payable)	Account Name	Amount
<b>Vendor: 10138 - CHERI HUTCHISON</b>		
Fund: 101 - GENERAL		
Department: 10 - Administration		
MEALS-PER DIEM-FINANCE C...	TRAINING & CONFERENCES	136.00
		<u>Department 10 - Administration Total:</u> 136.00
		Fund 101 - GENERAL Total: 136.00
		<u>Vendor 10138 - CHERI HUTCHISON Total:</u> 136.00
<b>Vendor: 252625 - CITY OF GERING</b>		
Fund: 204 - SANITATION		
Department: 01 - Asset		
GERING/SCOTTSBLUFF SINKI...	CASH - JOINT LANDFILL SINKI...	29,843.55
		<u>Department 01 - Asset Total:</u> 29,843.55
		Fund 204 - SANITATION Total: 29,843.55
<b>Fund: 997 - PAYROLL FUND</b>		
Department: 02 - Liability		
POOL MEMBERSHIP - DERRICK...	POOL MEMBERSHIP PAYABLE	120.00
		<u>Department 02 - Liability Total:</u> 120.00
		Fund 997 - PAYROLL FUND Total: 120.00
		<u>Vendor 252625 - CITY OF GERING Total:</u> 29,963.55
<b>Vendor: 10286 - COLUMN SOFTWARE, PBC</b>		
Fund: 101 - GENERAL		
Department: 10 - Administration		
CONDENSED MINUTES 5/13/24	PUBLICATIONS	291.77
		<u>Department 10 - Administration Total:</u> 291.77
		Fund 101 - GENERAL Total: 291.77
		<u>Vendor 10286 - COLUMN SOFTWARE, PBC Total:</u> 291.77
<b>Vendor: 272450 - CONNECTING POINT</b>		
Fund: 101 - GENERAL		
Department: 31 - Fire		
copier contract fd	DEPT OPERATING SUPPLIES	15.30
		<u>Department 31 - Fire Total:</u> 15.30
		Fund 101 - GENERAL Total: 15.30
<b>Fund: 207 - CIVIC CENTER</b>		
Department: 06 - Expense		
COPIER CONTRACT	OFFICE & BUILDING SUPPLIES	30.57
		<u>Department 06 - Expense Total:</u> 30.57
		Fund 207 - CIVIC CENTER Total: 30.57
		<u>Vendor 272450 - CONNECTING POINT Total:</u> 45.87
<b>Vendor: 997916 - CONSOLIDATED MANAGEMENT COMPAN</b>		
Fund: 101 - GENERAL		
Department: 32 - Police		
T. MOSBY MEALS TRAINING A...	TRAINING & CONFERENCES	80.45
		<u>Department 32 - Police Total:</u> 80.45
		Fund 101 - GENERAL Total: 80.45
		<u>Vendor 997916 - CONSOLIDATED MANAGEMENT COMPAN Total:</u> 80.45
<b>Vendor: 272700 - CONTRACTORS MATERIALS, INC.</b>		
Fund: 130 - STREETS		
Department: 06 - Expense		
Concrete Cure	STREET MAINTENANCE & REP...	125.00
Wheel Barrow	DEPT OPERATING SUPPLIES	399.00
		<u>Department 06 - Expense Total:</u> 524.00
		Fund 130 - STREETS Total: 524.00
		<u>Vendor 272700 - CONTRACTORS MATERIALS, INC. Total:</u> 524.00



CLAIMS REPORT

Payable Dates: 5/29/2024 - 6/10/2024 Post Dates: 5/29/2024 - 6/10/2024

Description (Payable)	Account Name	Amount
<b>Vendor: 999002 - EAKES INC</b>		
Fund: 101 - GENERAL		
Department: 32 - Police		
FILE FOLDERS AND ADDRESS L...	OFFICE & BUILDING SUPPLIES	81.72
		<u>Department 32 - Police Total:</u> 81.72
		Fund 101 - GENERAL Total: 81.72
		<u>Vendor 999002 - EAKES INC Total:</u> 81.72
 <b>Vendor: 999057 - ELITE TOTAL FITNESS</b>		
Fund: 997 - PAYROLL FUND		
Department: 02 - Liability		
MONTHLY MEMBERSHIP DUES..	ELITE HEALTH PAYABLE	196.00
		<u>Department 02 - Liability Total:</u> 196.00
		Fund 997 - PAYROLL FUND Total: 196.00
		<u>Vendor 999057 - ELITE TOTAL FITNESS Total:</u> 196.00
 <b>Vendor: 363755 - FASTENAL COMPANY</b>		
Fund: 201 - ELECTRIC		
Department: 06 - Expense		
batteries,gloves,glasses	DEPT OPERATING SUPPLIES	369.30
		<u>Department 06 - Expense Total:</u> 369.30
		Fund 201 - ELECTRIC Total: 369.30
		<u>Vendor 363755 - FASTENAL COMPANY Total:</u> 369.30
 <b>Vendor: 363850 - FAT BOYS TIRE &amp; AUTO</b>		
Fund: 101 - GENERAL		
Department: 32 - Police		
TIRES FOR PATROL CAR	VEH & EQUIP MAINTANCE	597.48
		<u>Department 32 - Police Total:</u> 597.48
Department: 42 - Parks		
LAWN TIRE REPAIR	VEH & EQUIPMENT MAINT	13.00
		<u>Department 42 - Parks Total:</u> 13.00
		Fund 101 - GENERAL Total: 610.48
		<u>Vendor 363850 - FAT BOYS TIRE &amp; AUTO Total:</u> 610.48
 <b>Vendor: 998632 - FIRST NATIONAL BANK OF OMAHA</b>		
Fund: 997 - PAYROLL FUND		
Department: 02 - Liability		
PAYROLL CLAIMS	HSA PAYABLE	10,652.44
		<u>Department 02 - Liability Total:</u> 10,652.44
		Fund 997 - PAYROLL FUND Total: 10,652.44
		<u>Vendor 998632 - FIRST NATIONAL BANK OF OMAHA Total:</u> 10,652.44
 <b>Vendor: 998633 - FIRST NATIONAL BANK OMAHA - POLICE</b>		
Fund: 997 - PAYROLL FUND		
Department: 02 - Liability		
PAYROLL CLAIMS	POLICE UNION DUES PAYABLE	584.00
		<u>Department 02 - Liability Total:</u> 584.00
		Fund 997 - PAYROLL FUND Total: 584.00
		<u>Vendor 998633 - FIRST NATIONAL BANK OMAHA - POLICE Total:</u> 584.00
 <b>Vendor: 998694 - FRANK PARTS COMPANY</b>		
Fund: 130 - STREETS		
Department: 06 - Expense		
Filter	VEH & EQUIPMENT MAINT	14.84
Turnbuckle, Wiper Blades, Ref...	VEH & EQUIPMENT MAINT	152.03
		<u>Department 06 - Expense Total:</u> 166.87
		Fund 130 - STREETS Total: 166.87

CLAIMS REPORT

Payable Dates: 5/29/2024 - 6/10/2024 Post Dates: 5/29/2024 - 6/10/2024

Description (Payable)	Account Name	Amount
<b>Fund: 202 - WATER</b>		
<b>Department: 06 - Expense</b>		
Shop supplies	DEPT OPERATING SUPPLIES	9.84
Shop supplies	DEPT OPERATING SUPPLIES	6.56
		<b>Department 06 - Expense Total: 16.40</b>
		<b>Fund 202 - WATER Total: 16.40</b>
<b>Fund: 203 - WASTEWATER</b>		
<b>Department: 06 - Expense</b>		
2013 FORD PO9LICE INTECEP...	STORMWATER MS4	41.58
101BR COPPER SILI	STORMWATER MS4	12.16
		<b>Department 06 - Expense Total: 53.74</b>
		<b>Fund 203 - WASTEWATER Total: 53.74</b>
		<b>Vendor 998694 - FRANK PARTS COMPANY Total: 237.01</b>
<b>Vendor: 998313 - FRASER STRYKER PC LLO</b>		
<b>Fund: 202 - WATER</b>		
<b>Department: 06 - Expense</b>		
LEGAL FEES-HR	LEGAL SERVICES	1,046.25
		<b>Department 06 - Expense Total: 1,046.25</b>
		<b>Fund 202 - WATER Total: 1,046.25</b>
<b>Fund: 203 - WASTEWATER</b>		
<b>Department: 06 - Expense</b>		
LEGAL FEES-HR	LEGAL SERVICES	348.75
		<b>Department 06 - Expense Total: 348.75</b>
		<b>Fund 203 - WASTEWATER Total: 348.75</b>
		<b>Vendor 998313 - FRASER STRYKER PC LLO Total: 1,395.00</b>
<b>Vendor: 997389 - FRESH FOODS INC.</b>		
<b>Fund: 101 - GENERAL</b>		
<b>Department: 44 - Library</b>		
Items for program	DEPT OPERATING SUPPLIES	7.88
		<b>Department 44 - Library Total: 7.88</b>
		<b>Fund 101 - GENERAL Total: 7.88</b>
		<b>Vendor 997389 - FRESH FOODS INC. Total: 7.88</b>
<b>Vendor: 391600 - FYR-TEK, INC.</b>		
<b>Fund: 107 - SINKING</b>		
<b>Department: 06 - Expense</b>		
mounting hrdware for tablet i...	CAPITAL OUTLAY	252.00
		<b>Department 06 - Expense Total: 252.00</b>
		<b>Fund 107 - SINKING Total: 252.00</b>
		<b>Vendor 391600 - FYR-TEK, INC. Total: 252.00</b>
<b>Vendor: 999135 - GOLF AND SPORT SOLUTIONS,LLC</b>		
<b>Fund: 101 - GENERAL</b>		
<b>Department: 42 - Parks</b>		
TONS OF CLASSIC GOLD WARN..	BUILDING/GROUND MAINT	5,104.47
		<b>Department 42 - Parks Total: 5,104.47</b>
		<b>Fund 101 - GENERAL Total: 5,104.47</b>
		<b>Vendor 999135 - GOLF AND SPORT SOLUTIONS,LLC Total: 5,104.47</b>
<b>Vendor: 998413 - GROUND UP CONSTRUCTION &amp; CLEAN</b>		
<b>Fund: 101 - GENERAL</b>		
<b>Department: 10 - Administration</b>		
JANITORIAL SERVICES = CITY ...	BUILDING/GROUND MAINT	678.50
		<b>Department 10 - Administration Total: 678.50</b>

CLAIMS REPORT

Payable Dates: 5/29/2024 - 6/10/2024 Post Dates: 5/29/2024 - 6/10/2024

Description (Payable)	Account Name	Amount
<b>Department: 44 - Library</b>		
Monthly janitorial service-May	OTHER PROFESSIONAL SERVIC...	804.00
		<b>Department 44 - Library Total: 804.00</b>
		<b>Fund 101 - GENERAL Total: 1,482.50</b>
<b>Vendor 998413 - GROUND UP CONSTRUCTION &amp; CLEAN</b>		<b>1,482.50</b>
<b>Vendor: 510400 - IDEAL LAUNDRY AND CLEANERS, INC.</b>		
<b>Fund: 101 - GENERAL</b>		
<b>Department: 10 - Administration</b>		
MATS - CITY HALL	BUILDING/GROUND MAINT	68.16
		<b>Department 10 - Administration Total: 68.16</b>
<b>Department: 44 - Library</b>		
Monthly cleaning supplies-clo...	OFFICE & BUILDING SUPPLIES	36.33
		<b>Department 44 - Library Total: 36.33</b>
		<b>Fund 101 - GENERAL Total: 104.49</b>
<b>Vendor 510400 - IDEAL LAUNDRY AND CLEANERS, INC. Total:</b>		<b>104.49</b>
<b>Vendor: 998734 - INDOFF INCORPORATED</b>		
<b>Fund: 101 - GENERAL</b>		
<b>Department: 10 - Administration</b>		
PENS	OFFICE & BUILDING SUPPLIES	36.21
		<b>Department 10 - Administration Total: 36.21</b>
<b>Department: 44 - Library</b>		
Spray adhesive for library mak...	DEPT OPERATING SUPPLIES	20.50
		<b>Department 44 - Library Total: 20.50</b>
		<b>Fund 101 - GENERAL Total: 56.71</b>
<b>Fund: 204 - SANITATION</b>		
<b>Department: 06 - Expense</b>		
PRINTER PAPER AND RUBBER ...	OFFICE & BUILDING SUPPLIES	356.22
		<b>Department 06 - Expense Total: 356.22</b>
		<b>Fund 204 - SANITATION Total: 356.22</b>
<b>Vendor 998734 - INDOFF INCORPORATED Total:</b>		<b>412.93</b>
<b>Vendor: 512270 - INGRAM LIBRARY SERVICES</b>		
<b>Fund: 101 - GENERAL</b>		
<b>Department: 44 - Library</b>		
52 books-adult services	BOOKS	905.94
2 books adult services NF, F	BOOKS	38.23
Credit for defective book-adult..	BOOKS	-16.96
1 book-youth services	BOOKS	16.37
		<b>Department 44 - Library Total: 943.58</b>
		<b>Fund 101 - GENERAL Total: 943.58</b>
<b>Vendor 512270 - INGRAM LIBRARY SERVICES Total:</b>		<b>943.58</b>
<b>Vendor: 512618 - INTERNAL REVENUE SERVICE</b>		
<b>Fund: 997 - PAYROLL FUND</b>		
<b>Department: 02 - Liability</b>		
941 Deposit	FICA PAYABLE	29,702.72
941 Deposit	FEDERAL W/H PAYABLE	17,506.36
941 Deposit	FICA PAYABLE	7,052.82
		<b>Department 02 - Liability Total: 54,261.90</b>
		<b>Fund 997 - PAYROLL FUND Total: 54,261.90</b>
<b>Vendor 512618 - INTERNAL REVENUE SERVICE Total:</b>		<b>54,261.90</b>
<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	211.20

**CLAIMS REPORT**

Payable Dates: 5/29/2024 - 6/10/2024 Post Dates: 5/29/2024 - 6/10/2024

Description (Payable)	Account Name	Amount
DATTO BACKUP-JUNE 24	IT SUPPORT	900.00
		<b>Department 10 - Administration Total: 1,607.20</b>
<b>Department: 22 - Eng/Bldg Inspection</b>		
MONITOR/APC BATTERY/HDM..	DEPT OPERATING SUPPLIES	8.74
BLOCK PURCHASE-SERVICE C...	IT SUPPORT	124.00
BLOCK PURCHASE-SERVICE C...	IT SUPPORT	52.80
		<b>Department 22 - Eng/Bldg Inspection Total: 185.54</b>
<b>Department: 31 - Fire</b>		
BLOCK PURCHASE-SERVICE C...	IT SUPPORT	77.50
BLOCK PURCHASE-SERVICE C...	IT SUPPORT	33.00
		<b>Department 31 - Fire Total: 110.50</b>
<b>Department: 32 - Police</b>		
IT SUPPORT	IT SUPPORT	660.00
IT SUPPORT	IT SUPPORT	2,282.50
		<b>Department 32 - Police Total: 2,942.50</b>
<b>Department: 34 - Cemetery</b>		
BLOCK PURCHASE-SERVICE C...	IT SUPPORT	31.00
BLOCK PURCHASE-SERVICE C...	IT SUPPORT	13.20
		<b>Department 34 - Cemetery Total: 44.20</b>
<b>Department: 42 - Parks</b>		
BLOCK PURCHASE-SERVICE C...	IT SUPPORT	31.00
BLOCK PURCHASE-SERVICE C...	IT SUPPORT	13.20
		<b>Department 42 - Parks Total: 44.20</b>
<b>Department: 44 - Library</b>		
MONITOR/APC BATTERY/HDM..	OFFICE & BUILDING SUPPLIES	79.99
Monthly IT support-June	IT SUPPORT	550.00
IT support-issues with Microso..	IT SUPPORT	55.00
		<b>Department 44 - Library Total: 684.99</b>
		<b>Fund 101 - GENERAL Total: 5,619.13</b>
<b>Fund: 109 - TOURISM</b>		
<b>Department: 06 - Expense</b>		
BLOCK PURCHASE-SERVICE C...	GVB EQUIPMENT MAINT	31.00
GVB Computer/Technical Assi...	GVB EQUIPMENT MAINT	67.19
BLOCK PURCHASE-SERVICE C...	GVB EQUIPMENT MAINT	13.20
		<b>Department 06 - Expense Total: 111.39</b>
		<b>Fund 109 - TOURISM Total: 111.39</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	13.20
		<b>Department 06 - Expense Total: 44.20</b>
		<b>Fund 110 - RV PARK Total: 44.20</b>
<b>Fund: 130 - STREETS</b>		
<b>Department: 06 - Expense</b>		
MONITOR/SOUDBAR/WEBC...	DEPT OPERATING SUPPLIES	517.97
BLOCK PURCHASE-SERVICE C...	IT SUPPORT	108.50
BLOCK PURCHASE-SERVICE C...	IT SUPPORT	46.20
		<b>Department 06 - Expense Total: 672.67</b>
		<b>Fund 130 - STREETS Total: 672.67</b>
<b>Fund: 201 - ELECTRIC</b>		
<b>Department: 06 - Expense</b>		
MONITOR/APC BATTERY/HDM..	DEPT OPERATING SUPPLIES	401.98
BLOCK PURCHASE-SERVICE C...	IT SUPPORT	77.50
BLOCK PURCHASE-SERVICE C...	IT SUPPORT	33.00

**CLAIMS REPORT**

Payable Dates: 5/29/2024 - 6/10/2024 Post Dates: 5/29/2024 - 6/10/2024

Description (Payable)	Account Name	Amount
DATTO BACKUP-JUNE 24	IT SUPPORT	59.50
		59.50
		<b>Department 06 - Expense Total: 571.98</b>
		<b>Fund 201 - ELECTRIC Total: 571.98</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	33.00
		77.50
		<b>Department 06 - Expense Total: 110.50</b>
		<b>Fund 202 - WATER Total: 110.50</b>
<b>Fund: 203 - WASTEWATER</b>		
<b>Department: 06 - Expense</b>		
BLOCK PURCHASE-SERVICE C...	IT SUPPORT	77.50
BLOCK PURCHASE-SERVICE C...	IT SUPPORT	33.00
DATTO BACKUP-JUNE 24	IT SUPPORT	59.50
		77.50
		<b>Department 06 - Expense Total: 170.00</b>
		<b>Fund 203 - WASTEWATER Total: 170.00</b>
<b>Fund: 204 - SANITATION</b>		
<b>Department: 06 - Expense</b>		
BLOCK PURCHASE-SERVICE C...	IT SUPPORT	232.50
BLOCK PURCHASE-SERVICE C...	IT SUPPORT	99.00
		232.50
		<b>Department 06 - Expense Total: 331.50</b>
		<b>Fund 204 - SANITATION Total: 331.50</b>
<b>Fund: 205 - GOLF</b>		
<b>Department: 06 - Expense</b>		
BLOCK PURCHASE-SERVICE C...	IT SUPPORT	77.50
BLOCK PURCHASE-SERVICE C...	IT SUPPORT	33.00
		77.50
		<b>Department 06 - Expense Total: 110.50</b>
		<b>Fund 205 - GOLF Total: 110.50</b>
<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	33.00
		77.50
		<b>Department 06 - Expense Total: 110.50</b>
		<b>Fund 207 - CIVIC CENTER Total: 110.50</b>
		<b>Vendor 996536 - INTRALINKS, INC. Total: 7,852.37</b>
<b>Vendor: 999393 - JOHN HANCOCK USA FIRE</b>		
<b>Fund: 997 - PAYROLL FUND</b>		
<b>Department: 02 - Liability</b>		
PAYROLL CLAIMS	PENSION PAYABLE	799.83
		799.83
		<b>Department 02 - Liability Total: 799.83</b>
		<b>Fund 997 - PAYROLL FUND Total: 799.83</b>
		<b>Vendor 999393 - JOHN HANCOCK USA FIRE Total: 799.83</b>
<b>Vendor: 999136 - JOHN HANCOCK USA POLICE</b>		
<b>Fund: 997 - PAYROLL FUND</b>		
<b>Department: 02 - Liability</b>		
PAYROLL CLAIMS	PENSION PAYABLE	8,993.84
		8,993.84
		<b>Department 02 - Liability Total: 8,993.84</b>
		<b>Fund 997 - PAYROLL FUND Total: 8,993.84</b>
		<b>Vendor 999136 - JOHN HANCOCK USA POLICE Total: 8,993.84</b>
<b>Vendor: 996767 - JOHN HANCOCK USA</b>		
<b>Fund: 997 - PAYROLL FUND</b>		
<b>Department: 02 - Liability</b>		
PAYROLL CLAIMS	PENSION PAYABLE	69.84

**CLAIMS REPORT**

Payable Dates: 5/29/2024 - 6/10/2024 Post Dates: 5/29/2024 - 6/10/2024

Description (Payable)	Account Name	Amount
PAYROLL CLAIMS	PENSION PAYABLE	18,201.94
		<u>Department 02 - Liability Total: 18,271.78</u>
		<u>Fund 997 - PAYROLL FUND Total: 18,271.78</u>
		<b>Vendor 996767 - JOHN HANCOCK USA Total: 18,271.78</b>
<b>Vendor: 580310 - LEAGUE ASSOC./RISK MANAGEMENT</b>		
Fund: 130 - STREETS		
Department: 06 - Expense		
ENDORSEMENT 38	PROPERTY INSURANCE	-184.71
		<u>Department 06 - Expense Total: -184.71</u>
		<u>Fund 130 - STREETS Total: -184.71</u>
		<b>Vendor 580310 - LEAGUE ASSOC./RISK MANAGEMENT Total: -184.71</b>
<b>Vendor: 703450 - LEGACY COOPERATIVE</b>		
Fund: 204 - SANITATION		
Department: 06 - Expense		
TIRE REPAIR G12	FUEL, FILTERS & TIRES	49.38
		<u>Department 06 - Expense Total: 49.38</u>
		<u>Fund 204 - SANITATION Total: 49.38</u>
Fund: 205 - GOLF		
Department: 06 - Expense		
FUEL	FUEL	728.98
		<u>Department 06 - Expense Total: 728.98</u>
		<u>Fund 205 - GOLF Total: 728.98</u>
		<b>Vendor 703450 - LEGACY COOPERATIVE Total: 778.36</b>
<b>Vendor: 999067 - LONDON FLATS, LLC</b>		
Fund: 101 - GENERAL		
Department: 42 - Parks		
CLASSIC GOLD WARNING TRA...	BUILDING/GROUND MAINT	6,319.82
		<u>Department 42 - Parks Total: 6,319.82</u>
		<u>Fund 101 - GENERAL Total: 6,319.82</u>
		<b>Vendor 999067 - LONDON FLATS, LLC Total: 6,319.82</b>
<b>Vendor: 10332 - LYNDESEY MATHEWS</b>		
Fund: 101 - GENERAL		
Department: 10 - Administration		
MEALS-PER DIEM-FINANCE C...	TRAINING & CONFERENCES	136.00
		<u>Department 10 - Administration Total: 136.00</u>
		<u>Fund 101 - GENERAL Total: 136.00</u>
		<b>Vendor 10332 - LYNDESEY MATHEWS Total: 136.00</b>
<b>Vendor: 997040 - MATHESON TRI-GAS INC</b>		
Fund: 204 - SANITATION		
Department: 06 - Expense		
HI VIZ SAFETY VESTS FOR EMP...	SAFETY	226.29
ACETYLENE TANK RENTAL.	DEPT OPERATING SUPPLIES	50.89
CO2 TANK RENTAL.	DEPT OPERATING SUPPLIES	50.89
		<u>Department 06 - Expense Total: 328.07</u>
		<u>Fund 204 - SANITATION Total: 328.07</u>
		<b>Vendor 997040 - MATHESON TRI-GAS INC Total: 328.07</b>
<b>Vendor: 602010 - MB KEM ENTERPRISE</b>		
Fund: 101 - GENERAL		
Department: 41 - Pool		
COMMERCIAL OVERHEAD DO...	BUILDING/GROUND MAINT	184.80
		<u>Department 41 - Pool Total: 184.80</u>
		<u>Fund 101 - GENERAL Total: 184.80</u>
		<b>Vendor 602010 - MB KEM ENTERPRISE Total: 184.80</b>

CLAIMS REPORT

Payable Dates: 5/29/2024 - 6/10/2024 Post Dates: 5/29/2024 - 6/10/2024

Description (Payable)	Account Name	Amount
<b>Vendor: 996404 - MENARDS</b>		
Fund: 101 - GENERAL		
Department: 31 - Fire		
paint for 22	DEPT OPERATING SUPPLIES	96.99
paint unit 22	DEPT OPERATING SUPPLIES	228.64
retunred paint unit 22	DEPT OPERATING SUPPLIES	-27.70
		<b>Department 31 - Fire Total: 297.93</b>
		<b>Fund 101 - GENERAL Total: 297.93</b>
Fund: 130 - STREETS		
Department: 06 - Expense		
INVOICES ENTERED AS INVOIC...	STREET MAINTENANCE & REP...	-1,433.74
		<b>Department 06 - Expense Total: -1,433.74</b>
		<b>Fund 130 - STREETS Total: -1,433.74</b>
Fund: 203 - WASTEWATER		
Department: 06 - Expense		
pest bait	DEPT OPERATING SUPPLIES	41.48
		<b>Department 06 - Expense Total: 41.48</b>
		<b>Fund 203 - WASTEWATER Total: 41.48</b>
Fund: 205 - GOLF		
Department: 06 - Expense		
IRRIGATION MARKING FLAGS	DEPT OPERATING SUPPLIES	58.92
		<b>Department 06 - Expense Total: 58.92</b>
		<b>Fund 205 - GOLF Total: 58.92</b>
		<b>Vendor 996404 - MENARDS Total: -1,035.41</b>
<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>
<b>Vendor: 996761 - NEBRASKA DEPARTMENT OF REV (PR)</b>		
Fund: 997 - PAYROLL FUND		
Department: 02 - Liability		
STATE WITHHOLDING - MAY 24	STATE W/H PAYABLE	25,907.04
		<b>Department 02 - Liability Total: 25,907.04</b>
		<b>Fund 997 - PAYROLL FUND Total: 25,907.04</b>
		<b>Vendor 996761 - NEBRASKA DEPARTMENT OF REV (PR) Total: 25,907.04</b>
<b>Vendor: 998723 - NEBRASKA DEPARTMENT OF REVENUE</b>		
Fund: 997 - PAYROLL FUND		
Department: 02 - Liability		
TAX LEVY	GARNISHMENTS PAYABLE	150.00
		<b>Department 02 - Liability Total: 150.00</b>
		<b>Fund 997 - PAYROLL FUND Total: 150.00</b>
		<b>Vendor 998723 - NEBRASKA DEPARTMENT OF REVENUE Total: 150.00</b>
<b>Vendor: 680115 - NEBRASKA GOLF ASSOCIATION</b>		
Fund: 205 - GOLF		
Department: 06 - Expense		
HANDICAP FEES	DEPT OPERATING SUPPLIES	54.45

**CLAIMS REPORT**

Payable Dates: 5/29/2024 - 6/10/2024 Post Dates: 5/29/2024 - 6/10/2024

Description (Payable)	Account Name	Amount
HANDICAP FEES	HANDICAP FEES	1,125.00
		<u>1,179.45</u>
	<b>Department 06 - Expense Total:</b>	<b>1,179.45</b>
	<b>Fund 205 - GOLF Total:</b>	<b>1,179.45</b>
	<b>Vendor 680115 - NEBRASKA GOLF ASSOCIATION Total:</b>	<b>1,179.45</b>
<b>Vendor: 998744 - NEBRASKA TRAVEL ASSOCIATION</b>		
<b>Fund: 109 - TOURISM</b>		
<b>Department: 06 - Expense</b>		
Annual NETA Dues for GVB	GVB ADVERTISING	500.00
		<u>500.00</u>
	<b>Department 06 - Expense Total:</b>	<b>500.00</b>
	<b>Fund 109 - TOURISM Total:</b>	<b>500.00</b>
	<b>Vendor 998744 - NEBRASKA TRAVEL ASSOCIATION Total:</b>	<b>500.00</b>
<b>Vendor: 997546 - ONE CALL CONCEPTS, INC</b>		
<b>Fund: 130 - STREETS</b>		
<b>Department: 06 - Expense</b>		
LOCATE FEES	OTHER PROFESSIONAL SERVIC...	44.60
		<u>44.60</u>
	<b>Department 06 - Expense Total:</b>	<b>44.60</b>
	<b>Fund 130 - STREETS Total:</b>	<b>44.60</b>
<b>Fund: 201 - ELECTRIC</b>		
<b>Department: 06 - Expense</b>		
LOCATE FEES	OTHER PROFESSIONAL SERVIC...	44.58
		<u>44.58</u>
	<b>Department 06 - Expense Total:</b>	<b>44.58</b>
	<b>Fund 201 - ELECTRIC Total:</b>	<b>44.58</b>
<b>Fund: 202 - WATER</b>		
<b>Department: 06 - Expense</b>		
LOCATE FEES	OTHER PROFESSIONAL SERVIC...	44.58
		<u>44.58</u>
	<b>Department 06 - Expense Total:</b>	<b>44.58</b>
	<b>Fund 202 - WATER Total:</b>	<b>44.58</b>
<b>Fund: 203 - WASTEWATER</b>		
<b>Department: 06 - Expense</b>		
LOCATE FEES	OTHER PROFESSIONAL SERVIC...	44.58
		<u>44.58</u>
	<b>Department 06 - Expense Total:</b>	<b>44.58</b>
	<b>Fund 203 - WASTEWATER Total:</b>	<b>44.58</b>
	<b>Vendor 997546 - ONE CALL CONCEPTS, INC Total:</b>	<b>178.34</b>
<b>Vendor: 10004 - OPEN A NINE, LLC</b>		
<b>Fund: 203 - WASTEWATER</b>		
<b>Department: 06 - Expense</b>		
Sewer Jet	VEH & EQUIPMENT MAINT	2,297.06
		<u>2,297.06</u>
	<b>Department 06 - Expense Total:</b>	<b>2,297.06</b>
	<b>Fund 203 - WASTEWATER Total:</b>	<b>2,297.06</b>
	<b>Vendor 10004 - OPEN A NINE, LLC Total:</b>	<b>2,297.06</b>
<b>Vendor: 527500 - PATTLEN ENTERPRISES, INC</b>		
<b>Fund: 205 - GOLF</b>		
<b>Department: 06 - Expense</b>		
HOSE SWIVEL/ NOZZLE	SPRINKLER REPAIRS	473.13
		<u>473.13</u>
	<b>Department 06 - Expense Total:</b>	<b>473.13</b>
	<b>Fund 205 - GOLF Total:</b>	<b>473.13</b>
	<b>Vendor 527500 - PATTLEN ENTERPRISES, INC Total:</b>	<b>473.13</b>



CLAIMS REPORT

Payable Dates: 5/29/2024 - 6/10/2024 Post Dates: 5/29/2024 - 6/10/2024

Description (Payable)	Account Name	Amount
<b>Vendor: 756690 - RECOVERY SYSTEMS COMPANY, INC</b>		
Fund: 204 - SANITATION		
Department: 06 - Expense		
PROGRESS INVOICE 20% FOR ...	CAPITAL OUTLAY EQUIPMENT	107,882.00
		<b>Department 06 - Expense Total: 107,882.00</b>
		<b>Fund 204 - SANITATION Total: 107,882.00</b>
		<b>Vendor 756690 - RECOVERY SYSTEMS COMPANY, INC Total: 107,882.00</b>
<b>Vendor: 760389 - REGIONAL CARE INC.</b>		
Fund: 800 - HEALTH INSURANCE		
Department: 06 - Expense		
FLEX CARD CLAIMS 5/29/24	FLEX BENEFIT EXPENSE	1,421.50
HEALTH INSURANCE PREMIUM	PREMIUM EXPENSE	46,595.43
CLAIMS WEEK OF 6/4/24	CLAIMS EXPENSE	13,455.99
FLEX CARD CLAIMS	FLEX BENEFIT EXPENSE	189.29
		<b>Department 06 - Expense Total: 61,662.21</b>
		<b>Fund 800 - HEALTH INSURANCE Total: 61,662.21</b>
		<b>Vendor 760389 - REGIONAL CARE INC. Total: 61,662.21</b>
<b>Vendor: 369890 - RIVERSTONE BANK</b>		
Fund: 997 - PAYROLL FUND		
Department: 02 - Liability		
PAYROLL CLAIMS	IBEW UNION DUES PAYABLE	639.96
		<b>Department 02 - Liability Total: 639.96</b>
		<b>Fund 997 - PAYROLL FUND Total: 639.96</b>
		<b>Vendor 369890 - RIVERSTONE BANK Total: 639.96</b>
<b>Vendor: 10250 - RVW INC</b>		
Fund: 201 - ELECTRIC		
Department: 06 - Expense		
system study	CAPITAL IMPROVEMENTS	2,000.00
PROJECT - TRANSMISSION ST...	CAPITAL IMPROVEMENTS	1,173.00
		<b>Department 06 - Expense Total: 3,173.00</b>
		<b>Fund 201 - ELECTRIC Total: 3,173.00</b>
		<b>Vendor 10250 - RVW INC Total: 3,173.00</b>
<b>Vendor: 793645 - SAPP BROS</b>		
Fund: 101 - GENERAL		
Department: 01 - Asset		
diesel	INVENTOY - DIESEL FUEL	3,760.31
		<b>Department 01 - Asset Total: 3,760.31</b>
		<b>Fund 101 - GENERAL Total: 3,760.31</b>
		<b>Vendor 793645 - SAPP BROS Total: 3,760.31</b>
<b>Vendor: 997408 - SCHANK ROOFING SERVICE</b>		
Fund: 160 - SPECIAL PROJECTS		
Department: 06 - Expense		
ROOF REPAIRS POOL/GOLF CL...	INSURANCE CLAIMS EXPENSE	41,433.22
		<b>Department 06 - Expense Total: 41,433.22</b>
		<b>Fund 160 - SPECIAL PROJECTS Total: 41,433.22</b>
		<b>Vendor 997408 - SCHANK ROOFING SERVICE Total: 41,433.22</b>
<b>Vendor: 799740 - SCHOOL LIBRARY JOURNAL</b>		
Fund: 101 - GENERAL		
Department: 44 - Library		
Renewal of subscription	DUES & SUBSCRIPTIONS	89.00
		<b>Department 44 - Library Total: 89.00</b>
		<b>Fund 101 - GENERAL Total: 89.00</b>
		<b>Vendor 799740 - SCHOOL LIBRARY JOURNAL Total: 89.00</b>

CLAIMS REPORT

Payable Dates: 5/29/2024 - 6/10/2024 Post Dates: 5/29/2024 - 6/10/2024

Description (Payable)	Account Name	Amount
<b>Vendor: 10330 - SCOTTS BLUFF/GERING SPORTS COUNCIL</b>		
Fund: 150 - KENO		
Department: 06 - Expense		
GRAVEL NATIONAL BANNERS -...COMMUNITY BETTERMENT		7,631.20
	<b>Department 06 - Expense Total:</b>	<b>7,631.20</b>
	<b>Fund 150 - KENO Total:</b>	<b>7,631.20</b>
	<b>Vendor 10330 - SCOTTS BLUFF/GERING SPORTS COUNCIL Total:</b>	<b>7,631.20</b>
 <b>Vendor: 804250 - SCOTTSBLUFF-GERING UNITED WAY</b>		
Fund: 997 - PAYROLL FUND		
Department: 02 - Liability		
PAYROLL CLAIMS	UNITED WAY PAYABLE	230.67
	<b>Department 02 - Liability Total:</b>	<b>230.67</b>
	<b>Fund 997 - PAYROLL FUND Total:</b>	<b>230.67</b>
	<b>Vendor 804250 - SCOTTSBLUFF-GERING UNITED WAY Total:</b>	<b>230.67</b>
 <b>Vendor: 998613 - SHERRY PRESTON</b>		
Fund: 101 - GENERAL		
Department: 44 - Library		
Educational Assistance	OTHER EMPLOYEE BENEFITS	1,200.00
	<b>Department 44 - Library Total:</b>	<b>1,200.00</b>
	<b>Fund 101 - GENERAL Total:</b>	<b>1,200.00</b>
	<b>Vendor 998613 - SHERRY PRESTON Total:</b>	<b>1,200.00</b>
 <b>Vendor: 844950 - SOUTHWESTERN EQUIPMENT COMPANY</b>		
Fund: 204 - SANITATION		
Department: 06 - Expense		
HYDRAULIC TANK FOR G10.	COLLECTIONS EQUIP MAINT	2,223.22
	<b>Department 06 - Expense Total:</b>	<b>2,223.22</b>
	<b>Fund 204 - SANITATION Total:</b>	<b>2,223.22</b>
	<b>Vendor 844950 - SOUTHWESTERN EQUIPMENT COMPANY Total:</b>	<b>2,223.22</b>
 <b>Vendor: 999246 - SPEAK WRITE</b>		
Fund: 101 - GENERAL		
Department: 32 - Police		
TRANSCRIPTION SERVICE	OTHER PROFESSIONAL SERVIC...	35.65
	<b>Department 32 - Police Total:</b>	<b>35.65</b>
	<b>Fund 101 - GENERAL Total:</b>	<b>35.65</b>
	<b>Vendor 999246 - SPEAK WRITE Total:</b>	<b>35.65</b>
 <b>Vendor: 878145 - TEAM CHEVROLET</b>		
Fund: 101 - GENERAL		
Department: 32 - Police		
JUNE WING LEASE	WING VEHICLE LEASE	375.00
	<b>Department 32 - Police Total:</b>	<b>375.00</b>
	<b>Fund 101 - GENERAL Total:</b>	<b>375.00</b>
	<b>Vendor 878145 - TEAM CHEVROLET Total:</b>	<b>375.00</b>
 <b>Vendor: 10266 - TERESA TOSH</b>		
Fund: 207 - CIVIC CENTER		
Department: 06 - Expense		
MANAGEMENT CONTRACT	MANAGEMENT CONTRACT	5,416.67
CATERING COSTS THRU 5/31/...	CATERING COSTS	7,208.58
	<b>Department 06 - Expense Total:</b>	<b>12,625.25</b>
	<b>Fund 207 - CIVIC CENTER Total:</b>	<b>12,625.25</b>
	<b>Vendor 10266 - TERESA TOSH Total:</b>	<b>12,625.25</b>

CLAIMS REPORT

Payable Dates: 5/29/2024 - 6/10/2024 Post Dates: 5/29/2024 - 6/10/2024

Description (Payable)	Account Name	Amount
<b>Vendor: 998938 - THE TORO COMPANY</b>		
Fund: 205 - GOLF		
Department: 06 - Expense		
SOFTWARE	SOFTWARE LICENSING	175.00
		<u>Department 06 - Expense Total: 175.00</u>
		<u>Fund 205 - GOLF Total: 175.00</u>
		<b>Vendor 998938 - THE TORO COMPANY Total: 175.00</b>
<b>Vendor: 10275 - THE YOGA COLLECTIVE</b>		
Fund: 997 - PAYROLL FUND		
Department: 02 - Liability		
MONTHLY MEMBERSHIP DUES	YOGA COLLECTIVE	65.00
		<u>Department 02 - Liability Total: 65.00</u>
		<u>Fund 997 - PAYROLL FUND Total: 65.00</u>
		<b>Vendor 10275 - THE YOGA COLLECTIVE Total: 65.00</b>
<b>Vendor: 999600 - TYLER TECHNOLOGIES</b>		
Fund: 101 - GENERAL		
Department: 10 - Administration		
ANNUAL SOFTWARE SUPPORT	IT SUPPORT	7,255.50
		<u>Department 10 - Administration Total: 7,255.50</u>
		<u>Fund 101 - GENERAL Total: 7,255.50</u>
Fund: 201 - ELECTRIC		
Department: 06 - Expense		
ANNUAL SOFTWARE SUPPORT	IT SUPPORT	9,522.84
		<u>Department 06 - Expense Total: 9,522.84</u>
		<u>Fund 201 - ELECTRIC Total: 9,522.84</u>
Fund: 202 - WATER		
Department: 06 - Expense		
ANNUAL SOFTWARE SUPPORT	IT SUPPORT	9,522.84
		<u>Department 06 - Expense Total: 9,522.84</u>
		<u>Fund 202 - WATER Total: 9,522.84</u>
Fund: 203 - WASTEWATER		
Department: 06 - Expense		
ANNUAL SOFTWARE SUPPORT	IT SUPPORT	9,522.84
		<u>Department 06 - Expense Total: 9,522.84</u>
		<u>Fund 203 - WASTEWATER Total: 9,522.84</u>
Fund: 204 - SANITATION		
Department: 06 - Expense		
ANNUAL SOFTWARE SUPPORT	IT SUPPORT	9,522.83
		<u>Department 06 - Expense Total: 9,522.83</u>
		<u>Fund 204 - SANITATION Total: 9,522.83</u>
		<b>Vendor 999600 - TYLER TECHNOLOGIES Total: 45,346.85</b>
<b>Vendor: 997735 - UNITED WAY OF WESTERN NE</b>		
Fund: 109 - TOURISM		
Department: 02 - Liability		
Refund deposit for 6-1-24 Col...	FUNCTION DEPOSITS	500.00
		<u>Department 02 - Liability Total: 500.00</u>
		<u>Fund 109 - TOURISM Total: 500.00</u>
		<b>Vendor 997735 - UNITED WAY OF WESTERN NE Total: 500.00</b>

CLAIMS REPORT

Payable Dates: 5/29/2024 - 6/10/2024 Post Dates: 5/29/2024 - 6/10/2024

Description (Payable)	Account Name	Amount
<b>Vendor: 998959 - VERIZON CONNECT</b>		
Fund: 130 - STREETS		
Department: 06 - Expense		
Sweeper & Mosquito Sprayer ...	PHONE & INTERNET	31.94
		<u>31.94</u>
<b>Department 06 - Expense Total:</b>		<b>31.94</b>
<b>Fund 130 - STREETS Total:</b>		<b>31.94</b>
<b>Vendor 998959 - VERIZON CONNECT Total:</b>		<b>31.94</b>
<b>Vendor: 943550 - WESTERN PATHOLOGY CONSULTANTS</b>		
Fund: 204 - SANITATION		
Department: 06 - Expense		
DRUG AND ALCOHOL SCREEN...	OTHER PROFESSIONAL SERVIC...	71.00
		<u>71.00</u>
<b>Department 06 - Expense Total:</b>		<b>71.00</b>
<b>Fund 204 - SANITATION Total:</b>		<b>71.00</b>
<b>Vendor 943550 - WESTERN PATHOLOGY CONSULTANTS Total:</b>		<b>71.00</b>
<b>Vendor: 10238 - WILLIAM BAER</b>		
Fund: 202 - WATER		
Department: 06 - Expense		
SAFETY GLASSES	SAFETY SUPPLIES & UNIFORMS	144.86
		<u>144.86</u>
<b>Department 06 - Expense Total:</b>		<b>144.86</b>
<b>Fund 202 - WATER Total:</b>		<b>144.86</b>
<b>Vendor 10238 - WILLIAM BAER Total:</b>		<b>144.86</b>
<b>Vendor: 994100 - YMCA OF SCOTTSBLUFF</b>		
Fund: 997 - PAYROLL FUND		
Department: 02 - Liability		
MONTHLY MEMBERSHIP DUES..	YMCA FITNESS PAYABLE	994.00
		<u>994.00</u>
<b>Department 02 - Liability Total:</b>		<b>994.00</b>
<b>Fund 997 - PAYROLL FUND Total:</b>		<b>994.00</b>
<b>Vendor 994100 - YMCA OF SCOTTSBLUFF Total:</b>		<b>994.00</b>
		<u><u>482,522.37</u></u>
<b>Grand Total:</b>		<b>482,522.37</b>

# Report Summary

## Fund Summary

Fund	Expense Amount	Payment Amount
101 - GENERAL	34,883.06	0.00
107 - SINKING	252.00	0.00
109 - TOURISM	1,111.39	0.00
110 - RV PARK	1,566.89	1,447.69
114 - PUBLIC SAFETY	3,891.08	0.00
130 - STREETS	-355.34	0.00
150 - KENO	11,131.20	0.00
160 - SPECIAL PROJECTS	41,433.22	0.00
201 - ELECTRIC	13,681.70	0.00
202 - WATER	10,885.43	0.00
203 - WASTEWATER	12,478.45	0.00
204 - SANITATION	150,607.77	0.00
205 - GOLF	3,009.36	0.00
207 - CIVIC CENTER	12,807.42	0.00
800 - HEALTH INSURANCE	61,662.21	14,877.49
997 - PAYROLL FUND	123,476.53	123,476.53
<b>Grand Total:</b>	<b>482,522.37</b>	<b>139,801.71</b>

## Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
101-01-1612	INVENTOY - DIESEL FUEL	3,760.31	0.00
101-02-2773	PLAZA DEPOSITS	300.00	0.00
101-10-6213	TRAINING & CONFEREN...	272.00	0.00
101-10-6230	IT SUPPORT	8,862.70	0.00
101-10-6305	OFFICE & BUILDING SUP...	36.21	0.00
101-10-6350	BUILDING/GROUND MA...	746.66	0.00
101-10-6645	PUBLICATIONS	291.77	0.00
101-22-6230	IT SUPPORT	176.80	0.00
101-22-6300	DEPT OPERATING SUPPL...	8.74	0.00
101-31-6230	IT SUPPORT	110.50	0.00
101-31-6300	DEPT OPERATING SUPPL...	470.77	0.00
101-32-6213	TRAINING & CONFEREN...	80.45	0.00
101-32-6230	IT SUPPORT	2,942.50	0.00
101-32-6305	OFFICE & BUILDING SUP...	81.72	0.00
101-32-6330	WING VEHICLE LEASE	375.00	0.00
101-32-6340	VEH & EQUIP MAINTEA...	597.48	0.00
101-32-6640	OTHER PROFESSIONAL S...	35.65	0.00
101-34-6230	IT SUPPORT	44.20	0.00
101-41-6350	BUILDING/GROUND MA...	184.80	0.00
101-42-6230	IT SUPPORT	44.20	0.00
101-42-6340	VEH & EQUIPMENT MAI...	13.00	0.00
101-42-6350	BUILDING/GROUND MA...	11,438.67	0.00
101-44-6160	OTHER EMPLOYEE BENEF..	1,200.00	0.00
101-44-6225	DUES & SUBSCRIPTIONS	89.00	0.00
101-44-6230	IT SUPPORT	605.00	0.00
101-44-6300	DEPT OPERATING SUPPL...	28.38	0.00
101-44-6305	OFFICE & BUILDING SUP...	170.80	0.00
101-44-6640	OTHER PROFESSIONAL S...	804.00	0.00
101-44-6651	BOOKS	1,111.75	0.00
107-06-6460	CAPITAL OUTLAY	252.00	0.00
109-02-2250	FUNCTION DEPOSITS	500.00	0.00
109-06-6541	GVB EQUIPMENT MAINT	111.39	0.00
109-06-6649	GVB ADVERTISING	500.00	0.00
110-02-2200	COMM ROOM DEPOSITS	75.00	0.00
110-06-6230	IT SUPPORT	44.20	0.00
110-06-6640	OTHER PROFESSIONAL S...	1,447.69	1,447.69
114-31-6363	CAPITAL OUTLAY EQUIP...	3,891.08	0.00

## Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
130-06-6230	IT SUPPORT	154.70	0.00
130-06-6300	DEPT OPERATING SUPPL...	916.97	0.00
130-06-6310	PHONE & INTERNET	31.94	0.00
130-06-6345	VEH & EQUIPMENT MAI...	-10.10	0.00
130-06-6450	PROPERTY INSURANCE	-184.71	0.00
130-06-6640	OTHER PROFESSIONAL S...	44.60	0.00
130-06-6932	STREET MAINTENANCE &...	-1,308.74	0.00
150-06-6905	COMMUNITY BETTERM...	11,131.20	0.00
160-06-6309	INSURANCE CLAIMS EXP...	41,433.22	0.00
201-06-6230	IT SUPPORT	9,692.84	0.00
201-06-6300	DEPT OPERATING SUPPL...	771.28	0.00
201-06-6460	CAPITAL IMPROVEMENTS	3,173.00	0.00
201-06-6640	OTHER PROFESSIONAL S...	44.58	0.00
202-06-6230	IT SUPPORT	9,633.34	0.00
202-06-6300	DEPT OPERATING SUPPL...	16.40	0.00
202-06-6326	SAFETY SUPPLIES & UNF...	144.86	0.00
202-06-6633	LEGAL SERVICES	1,046.25	0.00
202-06-6640	OTHER PROFESSIONAL S...	44.58	0.00
203-06-6230	IT SUPPORT	9,692.84	0.00
203-06-6300	DEPT OPERATING SUPPL...	41.48	0.00
203-06-6345	VEH & EQUIPMENT MAI...	2,297.06	0.00
203-06-6374	STORMWATER MS4	53.74	0.00
203-06-6633	LEGAL SERVICES	348.75	0.00
203-06-6640	OTHER PROFESSIONAL S...	44.58	0.00
204-01-1130	CASH - JOINT LANDFILL S...	29,843.55	0.00
204-06-6230	IT SUPPORT	9,854.33	0.00
204-06-6300	DEPT OPERATING SUPPL...	101.78	0.00
204-06-6305	OFFICE & BUILDING SUP...	356.22	0.00
204-06-6320	FUEL, FILTERS & TIRES	49.38	0.00
204-06-6326	SAFETY	226.29	0.00
204-06-6344	CAPITAL OUTLAY EQUIP...	107,882.00	0.00
204-06-6541	COLLECTIONS EQUIP MA...	2,223.22	0.00
204-06-6640	OTHER PROFESSIONAL S...	71.00	0.00
205-06-6230	IT SUPPORT	110.50	0.00
205-06-6300	DEPT OPERATING SUPPL...	113.37	0.00
205-06-6320	FUEL	728.98	0.00
205-06-6327	SOFTWARE LICENSING	175.00	0.00
205-06-6358	SPRINKLER REPAIRS	473.13	0.00
205-06-6360	PRO SHOP MERCHANDISE	283.38	0.00
205-06-6385	HANDICAP FEES	1,125.00	0.00
207-06-6106	MANAGEMENT CONTRA...	5,416.67	0.00
207-06-6230	IT SUPPORT	110.50	0.00
207-06-6300	DEPT OPERATING SUPPL...	41.10	0.00
207-06-6305	OFFICE & BUILDING SUP...	30.57	0.00
207-06-6700	CATERING COSTS	7,208.58	0.00
800-06-6131	PREMIUM EXPENSE	46,595.43	0.00
800-06-6132	CLAIMS EXPENSE	13,455.99	13,455.99
800-06-6320	FLEX BENEFIT EXPENSE	1,610.79	1,421.50
997-02-2300	FEDERAL W/H PAYABLE	17,506.36	17,506.36
997-02-2301	FICA PAYABLE	36,755.54	36,755.54
997-02-2302	STATE W/H PAYABLE	25,907.04	25,907.04
997-02-2310	HSA PAYABLE	10,652.44	10,652.44
997-02-2320	UNITED WAY PAYABLE	230.67	230.67
997-02-2330	IBEW UNION DUES PAY...	639.96	639.96
997-02-2346	POLICE UNION DUES PA...	584.00	584.00
997-02-2367	VISION INS PAYABLE	609.14	609.14
997-02-2372	POOL MEMBERSHIP PAY...	120.00	120.00
997-02-2375	GARNISHMENTS PAYABLE	150.00	150.00

**Account Summary**

Account Number	Account Name	Expense Amount	Payment Amount
997-02-2376	CHILD SUPPORT PAYABLE	714.93	714.93
997-02-2380	PENSION PAYABLE	28,065.45	28,065.45
997-02-2395	YMCA FITNESS PAYABLE	994.00	994.00
997-02-2397	ELITE HEALTH PAYABLE	196.00	196.00
997-02-2398	24/7 FITNESS PAYABLE	286.00	286.00
997-02-2399	YOGA COLLECTIVE	65.00	65.00
<b>Grand Total:</b>		<b>482,522.37</b>	<b>139,801.71</b>

**Project Account Summary**

Project Account Key	Expense Amount	Payment Amount
**None**	482,147.37	139,801.71
301206330	375.00	0.00
<b>Grand Total:</b>	<b>482,522.37</b>	<b>139,801.71</b>

**Agenda Item Summary**

**For the meeting of:** June 10, 2024

**Agenda item title:** CONSENT AGENDA:  
3. Approve a Special Designated License submitted by the Oregon Trail Association for the Oregon Trail Days Chili Cook-off event at 2200 D Street, Gering, NE on July 13, 2024

4. Approve a Special Designated License submitted by the Oregon Trail Association for the Oregon Trail Days Mud Volleyball Tournament at 2505 D Street, Gering, NE on July 13, 2024

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

**Explanation of the agenda item:** SDL applications submitted by non-profit organizations must be approved by the City Council. Oregon Trail Days personnel will be checking I.D. for events involving alcohol. Individuals wishing to consume alcohol at the Chili Cook-off and Mud Volleyball event will receive hand stamps and wrist bands. Chief Holthus confirmed that there have been no significant issues with these events in the past.

**Board/Commission/Staff recommendation:** Approve SDL applications for the Oregon Trail Association.

<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>yes</b> _____	_____ <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>	_____ <b>yes</b> _____	_____ <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.

\_\_\_\_\_

\_\_\_\_\_

**Approved for submittal:** *Kathy Welfl, City Clerk*

\_\_\_\_\_  
Mayor, City Council member, City Administrator, City Clerk

**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.



# SDL – LOCAL RECOMMENDATION

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
EMAIL: [lcc.sdl.licensing@nebraska.gov](mailto:lcc.sdl.licensing@nebraska.gov)  
WEBSITE: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)

RECEIVED MAY 29 2024

150388

Oregon Trail Association

License # \_\_\_\_\_ Licensee Name/Non-Profit Organization \_\_\_\_\_  
Event location name: Oregon Trail Days Chili Cook-off Event at Kahuna Park/Five Rocks Amphitheater

Event address/location: 2200 D Street, Gering, Nebraska

Event date(s): July 13, 2024  
Event start time(s): 8:00 am  
Event end time(s): 12:00 am

Indoor area to be licensed in length & width: \_\_\_\_\_ X \_\_\_\_\_

Outdoor area to be licensed in length & width: 900' X 350' (Must submit a diagram)

Estimated number of attendees: 150

Alternate dates/times: None

Alternate location name/location: None

Type of alcohol to be served: Beer  Wine \_\_\_\_\_ Distilled Spirits \_\_\_\_\_

Event contact name: Chris Jackson Event contact phone number: 308-631-4960

Event contact Email: cjackson@pvbank.com

\*Signature Authorized Representative: 

**Local Governing Body completes below:**

The local governing body for the City of Gering, Nebraska **OR**  
County of Scotts Bluff approves the issuance of a Special Designated License as  
requested above.

\_\_\_\_\_  
Local Governing Body Authorized Signature

\_\_\_\_\_  
Date

# OUTDOOR AREA DIAGRAM

Oregon Trail Days Security Personnel

HOW AREA WILL BE PATROLLED \_\_\_\_\_

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS TO LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET
- DOUBLE FENCING IS REQUIRED FOR ALL NON-PROFIT ORGANIZATIONS UNLESS FORM #140 IS FILED WITH THIS FORM AND IS APPROVED BY THE COMMISSION
- RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA

DIAGRAM OF PROPOSED AREA:



# SDL – LOCAL RECOMMENDATION

Rec'd 5/29/24

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
EMAIL: [lcc.sdl.licensing@nebraska.gov](mailto:lcc.sdl.licensing@nebraska.gov)  
WEBSITE: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)

150388

Oregon Trail Association

License # \_\_\_\_\_ Licensee Name/Non-Profit Organization \_\_\_\_\_

Event location name: Mud Volleyball Tournament near Five Rocks Amphitheater

Event address/location: 2505 D Street, Gering, Nebraska 69341

Event date(s): July 13, 2024 \_\_\_\_\_

Event start time(s): 8:00 am \_\_\_\_\_

Event end time(s): 12:00 am \_\_\_\_\_

Indoor area to be licensed in length & width: \_\_\_\_\_ X \_\_\_\_\_

Outdoor area to be licensed in length & width: 100' X 100' (Must submit a diagram)

Estimated number of attendees: 150

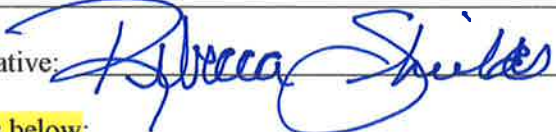
Alternate dates/times: None

Alternate location name/location: None

Type of alcohol to be served: Beer  Wine \_\_\_\_\_ Distilled Spirits \_\_\_\_\_

Event contact name: Rebecca Shields Event contact phone number: 308-641-4018

Event contact Email: drca4sfamily@gmail.com

\*Signature Authorized Representative: 

**Local Governing Body completes below:**

The local governing body for the City of Gering, Nebraska. **OR**  
County of \_\_\_\_\_ approves the issuance of a Special Designated License as  
requested above.

\_\_\_\_\_  
Local Governing Body Authorized Signature

\_\_\_\_\_  
Date

# OUTDOOR AREA DIAGRAM

Oregon Trail Days Security Personnel

HOW AREA WILL BE PATROLLED \_\_\_\_\_

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS TO LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET
- DOUBLE FENCING IS REQUIRED FOR ALL NON-PROFIT ORGANIZATIONS UNLESS FORM #140 IS FILED WITH THIS FORM AND IS APPROVED BY THE COMMISSION
- RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA

DIAGRAM OF PROPOSED AREA:



## Agenda Item Summary

**For the meeting of:** June 10, 2024

**Agenda item title:** Award Contract for 2024 Wastewater Treatment Plant Cover Replacement, approve and authorize the Mayor to sign a Notice of Award and a Notice to Proceed

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

**Explanation of the agenda item:**

The lagoons in our wastewater treatment plant that are used for treatment are covered to help maintain temperatures that keep the biological processes functional and to help contain odors. The cover on Pond 3B is deteriorating and needs to be replaced. The cover that is needed for this is a very specialized product. The project was bid out, but no bids were received. After consulting with legal, staff has determined that because it is such a specialized product and because no bids were received initially, that it could be considered a sole-source procurement. Staff has been working with EFI USA, a company out of South Carolina, who is able to procure and install the type of cover that is needed. They will be able to complete the project within this fiscal year, which will also ensure it will be completed before temperatures start decreasing and negatively affecting the processes in our wastewater plant.

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

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

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

**If no, comments:**

**Estimated Amount**                 \$229,000

**Amount Budgeted**                 \$380,000

**Department**                 Wastewater

**Account**                 203-06-6460

**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**        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 Welzl, City Clerk*

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

**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.**

# BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

## ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

**City of Gering  
1025 P Street  
Gering, NE 69341**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- F. Required Bidder Qualification Statement with supporting data

## ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 *Lump Sum Bids*

- A. Bidder will complete the Work in accordance with the Contract Documents for the price (s) indicated on the bid pages following this section.

## ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

**ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS**

6.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
  - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
  - 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  - 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  - 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and

- procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
  9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
  10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
  11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

- A. The Bidder certifies the following:
  1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
  2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
  3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
  4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
    - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
    - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
    - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
    - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.



**ARTICLE 7 – BID SUBMITTAL**

BIDDER hereby submits this Bid as set forth above:

Bidder:

**EFI, USA**

\_\_\_\_\_

By:



*(typed or printed name of organization)*

\_\_\_\_\_

*(individual's signature)*

Name:

**DUSTIN GREEN**

\_\_\_\_\_

*(typed or printed)*

Title:

**DIRECTOR OF PRECONSTRUCTION**

\_\_\_\_\_

*(typed or printed)*

Date:

**5.29.24**

\_\_\_\_\_

*(typed or printed)*

*If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.*

Attest:

\_\_\_\_\_

*(individual's signature)*

Name:

\_\_\_\_\_

*(typed or printed)*

Title:

\_\_\_\_\_

*(typed or printed)*

Date:

\_\_\_\_\_

*(typed or printed)*

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_

Bidder's Contact:

Name:

**DUSTIN GREEN**

\_\_\_\_\_

*(typed or printed)*

Title:

**DIRECTOR OF PRECONSTRUCTION**

\_\_\_\_\_

*(typed or printed)*

Phone:

**803-984-5521**

Email:

**DUSTIN.GREEN@EFIUSA.COM**

Address:

**85 PASCON COURT, GASTON, SC, 29053**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bidder's Contractor License No.: (if applicable) \_\_\_\_\_

## Schedule A – Pond 3B (Main Bid)

**A-1 Including bonding, labor, materials, equipment, and incidentals necessary to mobilize to and from the site, as specified, for the following lump sum price:**

Item Description	Quantity	Unit	Unit Price (Words)	Unit Price (Figures)	Total
Mobilization	1	LS	Fifteen thousand dollars and no cents	\$15,000.00	\$15,000.00

**A-2 Including all labor, materials, equipment, and incidentals necessary for the installation of the insulated cover, as specified, for the following lump sum price:**

Item Description	Quantity	Unit	Unit Price (Words)	Unit Price (Figures)	Total
Install Insulated Cover Pond 3B	1	LS	Two hundred fourteen thousand dollars and no cents	\$214,000.00	\$214,000.00

**Total Schedule A** \$ 229,000.00

## Schedule B – Ponds 1B and 2B (Alternate)

**B-1** Including all labor, materials, equipment, and incidentals necessary for the installation of the insulated cover, as specified, for the following lump sum price:

Item Description	Quantity	Unit	Unit Price (Words)	Unit Price (Figures)	Total
Install Insulated Cover Ponds 1B & 2B	1	LS	Four hundred fifty-eight thousand dollars and no cents	\$458,000.00	\$458,000.00

**Total Schedule B**

**\$ 458,000.00**

**BID SUMMARY**

<b>Total Schedule A</b>	<b>A-1</b>	<b>to</b>	<b>A-2</b>	<b>\$ 229,000.00</b>
<b>Total Schedule B</b>	<b>B-1</b>	<b>to</b>	<b>B-1</b>	<b>\$ 458,000.00</b>
<b>TOTAL BID</b>				<b>\$ 657,000.00</b>

# AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **City of Gering** (“Owner”) and **EFI, USA** (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

## ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Installation of insulated cover for pond Basin 3B.**

## ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **2024 Wastewater Treatment Plant Cover Replacement**

## ARTICLE 3—ENGINEER

3.01 The Owner has retained Andrea Folck P.E. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by **Annie Folck P.E.**

## ARTICLE 4—CONTRACT TIMES

### 4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

### 4.02 *Contract Times: Dates*

A. The Work will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **September 30, 2024.**

### 4.03 *Contract Times: Days*

A. The Work will be substantially complete within **112** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **112** days after the date when the Contract Times commence to run.

### 4.04 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration

proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion*: Contractor shall pay Owner **\$500.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$500.00** for each day that expires after such time until the Work is completed and ready for final payment.
  3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

#### **ARTICLE 5—CONTRACT PRICE**

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

#### **ARTICLE 6—PAYMENT PROCEDURES**

- 6.01 *Submittal and Processing of Payments*
- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 6.02 *Progress Payments; Retainage*
- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment, progress payments will be made no more than 30 days after application for payment is received and during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
    1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
      - a. 90 percent of the value of the Work completed (with the balance being retainage).

- b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
  - B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.
- 6.03 *Final Payment*
- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.
- 6.04 *Consent of Surety*
- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.
- 6.05 *Interest*
- A. All amounts not paid when due will bear interest at the rate of **5** percent per annum.

## **ARTICLE 7—CONTRACT DOCUMENTS**

- 7.01 *Contents*
- A. The Contract Documents consist of all of the following:
    - 1. This Agreement.
    - 2. Bonds:
      - a. Performance bond (together with power of attorney).
      - b. Payment bond (together with power of attorney).
    - 3. General Conditions.
    - 4. Supplementary Conditions.
    - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
    - 6. Drawings (not attached but incorporated by reference) bearing the following general title:  
**2024 Wastewater Treatment Plant Cover Replacement**
    - 7. Drawings listed on the attached sheet index.
    - 8. Exhibits to this Agreement (enumerated as follows):
      - a. Contractor's Bid
      - b. Federal Requirements Documentation
    - 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
      - a. Notice to Proceed.

- b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
  - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## **ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **8.01 Contractor's Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
  7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price,



within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

#### 8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **June 11, 2024** (which is the Effective Date of the Contract).

Owner:  
City of Gering  
\_\_\_\_\_  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

Date: \_\_\_\_\_  
*(date signed)*

Name: Kent E. Ewing  
*(typed or printed)*

Title: Mayor  
*(typed or printed)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:  
1025 P Street  
Gering, NE. 69341

Designated Representative:  
Name: Annie Folck  
*(typed or printed)*

Title: City Engineer  
*(typed or printed)*

Address:  
1025 P Street  
Gering, NE. 69341

Phone: (308) 436-6845

Email: afolck@gering.org

*(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

Contractor:  
EFI, USA  
\_\_\_\_\_  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

Date: \_\_\_\_\_  
*(date signed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

*(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:  
Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address:  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

License No.: \_\_\_\_\_  
*(where applicable)*

State: \_\_\_\_\_

SECTION 005100 – **NOTICE OF AWARD**

1.1 BID INFORMATION

- A. Bidder: **EFI, USA**
- B. Bidder Address: **85 Pascon Court, Gaston, SC. 29053**
- C. Project Name: **2024 Wastewater Treatment Plant Cover Replacement**
- D. Project Location: **220530 East U Street, Gering Ne. 69341**
- E. Owner: **City of Gering, 1025 P Street, Gering, NE. 69341**
- F. Engineer: **Annie Folck P.E., City of Gering**

1.2 NOTICE OF AWARD CONTRACT

- A. Notice: The above Bidder is hereby notified that their bid, date **May 29, 2024**, for the above Contract has been considered and the Bidder is hereby awarded a contract for **2024 Wastewater Treatment Plant Cover Replacement**.
- B. Contract Sum: The Contract Sum is **Two Hundred Twenty Nine Thousand** dollars and **Zero cents \$229,000.00**.

1.3 EXECUTION OF CONTRACT

- A. Contract Documents: Copies of the Contract Documents will be made available to the Bidder immediately. The Bidder must comply with the following conditions precedent within 10 days of the above date of issuance of the Notice:
  - 1. Deliver to Owner three sets of fully executed copies of the Contract Documents.
  - 2. Deliver to Owner with the executed Contract Documents Bonds and Certificates of Insurance required by the Contract Documents.
- B. Compliance: Failure to comply with conditions of this Notice within the time specified will entitle Owner to consider the Bidder in default, annul this Notice, and declare the Bidder's Bid security forfeited.
  - 1. Within 10 days after the Bidder complies with the conditions of this Notice, Owner will return to the Bidder one fully executed copy of the Contract Documents.

1.4 NOTIFICATION

A. This Notice is issued by:

1. Owner: City of Gering
2. Authorized Signature: \_\_\_\_\_ (Handwritten Signature).
3. Signed By: Kent W. Ewing (Type or Print Name).
4. Title: Mayor (Type of Print Title).

END OF DOCUMENT 005100

SECTION 005500 – **NOTICE TO PROCEED**

1.1 BID INFORMATION

- A. Bidder: **EFI, USA**
- B. Bidder Address: **85 Pascon Court, Gaston, SC. 29053**
- C. Project Name: **2024 Wastewater Treatment Plant Cover Replacement**
- D. Project Location: **220530 East U Street, Gering NE. 69341**
- E. Owner: **City of Gering, 1025 P Street, Gering, NE. 69341**
- F. Engineer: **Annie Folck P.E., City of Gering**

1.2 NOTICE OF PROCEED CONTRACT

- A. Notice: The above Bidder is hereby notified that the Contract Time under the above contract will commence to start **June 11, 2024**, provided all bonding, and insurance documents are included within the contract documents and all signatures are in order, on or before that date, you are to start performing your obligations under the Contract documents. In accordance with the Agreement, work will be substantially completed by **September 30, 2024**.
- B. Before start of any work at the site, the Supplementary Conditions require the Contractor to provide to the Owner certificates including, Proof of Liability, Workman’s Compensation, Property Damage and Surety Bonds (Surety Bonds if applicable) and maintain said documents during the course of the work in accordance with the Contract Documents.
- C. Other requirements needed prior to start of work:

---

---

---

---

---

---

---

1.4 NOTIFICATION

A. This Notice is issued by:

1. Owner: City of Gering
2. Authorized Signature: \_\_\_\_\_ (Handwritten Signature).
3. Signed By: Kent E. Ewing (Type or Print Name).
4. Title: Mayor (Type of Print Title).

END OF DOCUMENT 005500

## Agenda Item Summary

**For the meeting of:** June 10, 2024

**Agenda item title:** Award bid for 2024 Crew Cab 4x4 Pickup – Water/Wastewater Department

**Submitted by:** Mike Davies, Public Works Director

Funds were budgeted in the FY24 Budget to replace two pickups in the Public Works Department fleet. Staff sought bids from three local dealerships and also the state bid.

**Explanation of the agenda item:**

Transwest Ford     \$51,415 - 2024 Ford F250 4x4 Super Cab  
 Reganis Auto        Doesn't have government fleet sales  
 Team Chevrolet     Staff contacted Team. *If* they were able to locate something that meets specifications in white, it would likely be 90 days or more for delivery.  
 Anderson Ford       \$49,987 - 2024 F250 Super Cab XLT  
 Husker Auto Group   \$46,996 - 2024 Chevy Silverado 1500 4x4 Crew Cab

In comparing with the State Bid, there is a 2024 Chevy Silverado 4x4 Crew Cab for up to \$2,991 to \$4,419 less than the other bids.

This vehicle will replace a 2015 Ford F150 pickup. The 2015 pickup will go to the Engineering Department for staff use.

**Board/Commission/Staff recommendation:**

Staff recommends awarding to the low bidder, Husker Auto Group (State Bid), for \$46,996 plus \$400 for delivery. Delivery expected within 14 days of approval.

<b>Does this item require the expenditure of funds?</b>	X	<b>yes</b>		<b>no</b>
<b>Are funds budgeted?</b>	X	<b>yes</b>		<b>no</b>

**If no, comments:**

**Estimated Amount**     \$46,996.00 (plus \$400 delivery fee)  
    For a total of \$47,396.00

**Amount Budgeted**     \$46,000 (\$66,000 was budgeted for the other pickup which will off-set the difference)

**Department**             Public Works (Water/WW)

**Account**                    202-06-6344 and 203-06-6344

**Account Description**     Capital Equipment Outlay

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

**City Treasurer/Finance Director**

<b>Does this item require a resolution or an ordinance?</b>		<b>yes</b>	X	<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.

**Approved for submittal:**

*Kathy Welzl, City Clerk*

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

## Agenda Item Summary

**For the meeting of:** June 10, 2024

**Agenda item title:** Award bid for 2024 Double Cab 4x4 Pickup – Water/Wastewater Department

**Submitted by:** Mike Davies, Public Works Director

**Explanation of the agenda item:**

Funds were budgeted in the FY24 Budget to replace two pickups in the Public Works Department fleet. Staff sought bids from three local dealerships and also the State Bid.

Transwest Ford \$51,950 - 2024 Ford F150 4x4 Super Crew XLT

Transwest Ford \$51,800 - 2024 Ford F150 4x4 Super Crew XLT

Reganis Auto Doesn't have government fleet sales.

Team Chevrolet Staff contacted Team. *If* they were able to locate something that meets specifications in white, it would likely be 90 days or more for delivery.

Husker Auto Group \$47,877 - 2024 Chevy Silverado 4x4 Double Cab

In comparing with the State Bid, there is a 2024 Chevy Silverado 4x4 Double Cab for up to \$4,073 less than the other bids.

This vehicle will replace a 2014 Ford F250 pickup. The 2014 pickup has a snowplow and will get a flatbed and be used as a valve-turning pickup.

**Board/Commission/Staff recommendation:**

Staff recommends awarding to the low bidder, Husker Auto Group (State Bid), for \$47,877 plus \$400 for delivery. Delivery within 14 days.

<b>Does this item require the expenditure of funds?</b>	<u> X </u>	<b>yes</b>	<u>      </u>	<b>no</b>
<b>Are funds budgeted?</b>	<u> X </u>	<b>yes</b>	<u>      </u>	<b>no</b>

**If no, comments:**

**Estimated Amount**

\$47,877.00 (plus \$400 delivery fee)  
For a total of \$48277.00

**Amount Budgeted**

\$66,000

**Department**

Public Works (Water/WW)

**Account**

202-06-6344 and 203-06-6344

**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**

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

**Approved for submittal:**

*Kathy Welfl, City Clerk*

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



## Agenda Item Summary

**For the meeting of:** June 10, 2024

**Agenda item title:** Emergency Purchase for a boiler for the Gering Municipal Swimming Pool

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

**Explanation of the agenda item:** The boiler at the Gering Swimming Pool has failed and cannot be repaired. Based on this being an unexpected breakdown and for the potential for lost revenue due to the pool being open for less than three months, City Administrator, Pat Heath has authorized an emergency purchase for a new boiler.

**Board/Commission/Staff recommendation:** Staff recommends Council approve the emergency Purchase of the boiler.

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

**Are funds budgeted?**  Yes  no

**If no, comments:**

**Estimated Amount** \$75,000

**Amount Budgeted** \$100,000 for various pool repairs and \$50,000 for the slide pier repairs, (slide pier repairs will not be completed this year).

**Department** Pool

**Account** 107

**Account Description** Capital Equipment

**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.**

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

**Approved for submittal:**

*Kathy Welzl, City Clerk*

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

**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.**

# GERING VALLEY

## PLUMBING & HEATING

For All Your Plumbing, Heating & Air Conditioning Needs

1100 10<sup>th</sup> Street  
Gering, NE 69341

P.O. Box 177  
Phone (308) 436-4622  
Fax (308) 436-3227

### Proposal

June 7, 2024

City of Gering  
Pool

We hereby submit specifications and estimates for: **New pool boiler**

Above to include removal and disposal of old pool boiler, installation of 1,700,000 BTU pool boiler, new sch 80 pvc piping from valves in pump pit to copper manifold, new copper bypass header for heater, pressure gauges, flow gauges, gas piping, new venting for boiler, control wiring and all other parts and labor need to complete installation of new pool boiler.

**Total Investment: \$75,000 (Seventy-Five Thousand Dollars and NO Cents)**

**Material \$ 61,000**

**Labor \$ 14,000**

All quotes subject to Nebraska sales tax.

**Payment to be made as follows:** Payment in full upon completion.

We accept Visa, MasterCard and Discover.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to local codes. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature: \_\_\_\_\_

Note: This proposal may be withdrawn by us if not accepted within 30 Days.

**Acceptance of proposal** - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlines above.

Date of Acceptance: \_\_\_\_\_ Signature: \_\_\_\_\_



**Agenda Item Summary**

**For the meeting of:** June 10, 2024

**Agenda item title:** Approve and authorize the Mayor to sign Economic Development Assistance Agreement and Security Agreement pertaining to IDEM Irrigation, LLC

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

**Explanation of the agenda item:** The Economic Development Application Review Committee met on April 24, 2024 and considered an application submitted by IDEM Irrigation, LLC. The Committee recommended funding a \$200,000 loan from the LB840 Fund.

**Board/Commission/Staff recommendation:** Approve and authorize the Mayor to sign Economic Development Assistance Agreement and Security Agreement regarding IDEM Irrigation, LLC.

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

**Are funds budgeted?**   X                                                                                                

**If no, comments:**

**Estimated Amount**   \$200,000

**Amount Budgeted**   \_\_\_\_\_

**Department**   \_\_\_\_\_

**Account**   111-54-6905

**Account Description**   LB840

**Approval of funds available:**   *Lyndsey Mathews, Finance Director*  
\_\_\_\_\_  
**City Treasurer/Finance Director**

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

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

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

Applicant

**Approved for submittal:**   *Kathy Welfl, City Clerk*  
\_\_\_\_\_

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

**Referred to:**   Economic Development Application Review   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.**

**ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT  
IDEM IRRIGATION, INC.,  
A DELAWARE CORPORATION DOING BUSINESS IN NEBRASKA**

This Agreement is made on \_\_\_\_ day of \_\_\_\_\_, 2024, between the City of Gering, Nebraska (the "City") and IDEM Irrigation, Inc., a Delaware Corporation doing business in Nebraska (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 Loan:**

IDEM Irrigation, Inc., is a Delaware Corporation doing business in Nebraska, that was established in 2022 to protect the planet through its affordable, precise application sprinkler technology. The company produces a soft gooseneck system which allows for up to 400 pounds of exerted force on the neck of the irrigation system without putting any stress on the threads at the main pipe which alleviates threaded break offs. The soft plastic used in the spring head and neck are designed to prevent breaking and damage due to hail storms. The system is designed to reduce drift loss and evaporation. IDEM Irrigation plans to sell units through a service dealer network approach and e-commerce through its website. There are approximately 150,000 pivots in the United States with approximately 50,000 in Nebraska. Each of these units average about 143 drops per pivot. Although there are other competitors, IDEM believes that its product has numerous advantages over the competition.

**2. Amount of Loan (\$200,000.00):**

The City agrees to provide a loan to the applicant in the amount of \$200,000.00. The loan will be repaid over a period of seven years at an interest rate of 4.25% payable monthly. The first payment will be due and payable on or about the \_\_\_\_ day of July, 2024. Interest will accrue from the date that the \$200,000 is paid to the applicant. The balance of monthly payments from and after the \_\_\_\_ day of July, 2024 (see amortization schedule) will be payable monthly, including principal and interest over a seven-year period.

**3. Job Requirements:**

The Applicant is to receive a loan based on its loan application. Job requirements are not part of the Application or a requirement of the loan.

**4. Closing:**

The "Closing" shall occur on or about the \_\_\_\_ day of \_\_\_\_\_, 2024, upon approval by the Gering City Council (the "Effective Date"). The funds will be payable only if the "conditions of closing" are met and all documentation has been signed and submitted to the City of Gering. Subject to loan 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 the Promissory Note, Security Agreement and personal Guaranties.

**5. 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 corporation. In the event the Applicant organizes another business entity such as a partnership, Limited Liability Company, 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 corporation and its stockholders.

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.

**6. 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.

## **7. 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, Applicant stockholders, Jared Ross and Phillip Holliday, shall deliver to the City a Guaranty (the "Guaranty") of all requirements of the Economic Development Agreement, comprising the low interest loan. The Guaranty shall be in the form of the attached Exhibit "A." The Guaranty of performance of this loan must be approved by the City. Jared Ross and Phillip Holliday (collectively the "Guarantors") will guarantee repayment. Applicant agrees that any new stockholders of the corporation must agree to execute this Guaranty.

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

d. Applicant will execute a Security Agreement related to business equipment and other assets to secure payment of the terms and conditions of this Economic Development Agreement, including but not limited to, the 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 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 stockholders of the corporation authorizing approval of this Agreement and providing for signature authority by Super Majority Resolutions and meeting minutes authorizing signature on this Agreement, loan documents, including a Security Agreement, Promissory Note, Guaranties, and any other documents required by the City with respect to this Economic Development Agreement.

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.

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

Job creation is not primary to this Application; therefore, no job reports are required.

## **9. 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 corporation, 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.

f. In the event of default by the Applicant to the provisions of the loan, Applicant is required to repay the City any portion of the loan that has not been paid according to the terms of the Promissory Note.

g. Failure of Applicant to execute a Promissory Note and any additional security documents required by the City, Security Agreement (Exhibit "B"), and/or Personal Guaranties (Exhibit "A") by named individual stockholders of the corporation.

h. Violation by the Applicant of any of the terms of the agreement in paragraphs 1 through 8 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 corporation including the requirement that the above-named stockholders execute Personal Guaranties of the terms and conditions of this Agreement.

## **10. 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.

## **11. 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:  
IDEM Irrigation, Inc. a Delaware Corporation doing business in Nebraska  
2860 Holliday Park Dr.  
Gering, NE 69341  
Telephone: 308.672.2122 (Brittany Kleager)  
Telephone: 308.633.3560; 308.631.8039; 308.672.5721; 207.289.9667 (Phillip Holliday)  
Email: [bkleager@idemirrigation.com](mailto:bkleager@idemirrigation.com)  
[pholliday@ntc-logistics.com](mailto:pholliday@ntc-logistics.com)

**12. 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.


**[SIGNATURE PAGE TO FOLLOW]**



CITY OF GERING, NEBRASKA,

IDEM IRRIGATION, INC., A DELAWARE CORPORATION DOING BUSINESS IN NEBRASKA

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

By:  \_\_\_\_\_  
Phillip Holiday as President of IDEM Irrigation, Inc., a Delaware Corporation doing business in Nebraska

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

(Seal)

**SECURITY AGREEMENT  
EXHIBIT "B"**

This Security Agreement ("Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between Jared Ross and Philip Holliday as stockholders of IDEM Irrigations, Inc., whose business address is 2860 Holliday Park Drive, Gering, Nebraska 69341 ("Debtor") and The City of Gering, Nebraska, a Municipal Corporation whose office address is 1025 "P" Street, Gering, Nebraska 69341 ("Secured Party").

In consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **SECURED DEBTS.** This Agreement will secure payment and performance of the Economic Development Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 2024. The Economic Development Agreement is in the principal amount of Two Hundred Thousand Dollars (\$200,000.00), and all other liabilities of Debtor to Secured Party, direct or indirect, absolute or contingent, including obligations with regard to the Loan and Promissory Note made to the Debtor for an Economic Development Assistance Agreement, which become due now existing or subsequently arising, including any Amendments, additions or extensions thereto ("Secured Debts").

2. **SECURITY INTEREST.** To secure the payment and performance of the Secured Debts, Debtor gives Secured Party a security interest in all of the Property described in this Agreement that the Debtor owns or has sufficient rights in which to transfer an interest, now or in the future, wherever the Property is or will be located, and all proceeds and products of the Property. "Property" includes all parts, accessories, repairs, replacements, improvements, and accessions to the Property; any original evidence of title or ownership; and all obligations that support the payment or performance of the Property. "Proceeds" includes anything acquired upon the sale, lease, license, exchange, or other disposition of the Property; any rights and claims arising from the Property; and any collections and distributions on account of the Property. This Agreement remains in effect until the Secured Debts are paid in full.

3. **PROPERTY DESCRIPTION.** The Property is described as follows:

**Accounts and Other Rights to Payment:** All rights to payment, whether or not earned by performance, including, but not limited to, payment for property or services sold, leased, rented, licensed, or assigned. This includes any rights and interests (including all liens) which Debtor may have by law or agreement against any account debtor or obligor of Debtor.

**Inventory:** All inventory held for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in Debtor's business.

**Equipment:** All equipment including, but not limited to, furniture, computers, printers, fixtures, office and record keeping equipment, parts. The Property includes any equipment described in a list or schedule Debtor gives to Secured Party, but such a list is not necessary to create a valid security interest in all of Debtor's equipment.

**Instruments and Chattel Paper:** All instruments, including negotiable instruments and promissory notes and any other writings or records that evidence the right to payment of a monetary obligation, and tangible and electronic chattel paper.

**General Intangibles:** All general intangibles including, but not limited to, tax refunds, patents and applications for patents, copyrights, trademarks, trade secrets, goodwill, trade names, customer lists, permits and franchises, payment intangibles, computer programs and all supporting information provided in connection with a transaction relating to computer programs, and the right to use Debtor's name. General intangibles also include FedEx ground routes and contracts associated with those routes.

**Deposit Accounts:** All deposit accounts including, but not limited to, demand, time, savings, passbook, and similar accounts.

4. **GENERAL PROVISIONS.** Each Debtor's obligations under this Agreement are independent of the obligations of any other Debtor. Secured Party may sue each Debtor individually or together with any other Debtor. Secured Party may release any part of the Property and Debtor will remain obligated under this Agreement. The duties and benefits of this Agreement will bind the successors and assigns of Debtor and Secured Party. No modification of this Agreement is effective unless made in writing and signed by Debtor and Secured Party. Whenever used, the plural includes the singular and the singular includes the plural. Time is of the essence.

5. **APPLICABLE LAW.** This Agreement is governed by the laws of the state of Nebraska. If any provision of this Agreement is unenforceable by law, the unenforceable provision will be severed and the remaining provisions will still be enforceable.

6. **NAME AND LOCATION.** Debtor's name indicated above is Debtor's exact legal name. If Debtor is an individual, Debtor's address is Debtor's principal residence. If Debtor is not an individual, Debtor's address is location of Debtor's chief executive offices or sole place of business. If Debtor is an entity organized and registered under state law, Debtor will provide verification of registration and location upon Secured Party's request. Debtor will provide Secured Party with at least 30 days notice prior to any change in Debtor's name, address, or state of organization or registration.

7. **WARRANTIES AND REPRESENTATIONS.** Debtor has the right, authority, and power to enter into this Agreement. The execution and delivery of this Agreement will not violate any agreement governing Debtor or Debtor's Property, or to which Debtor is a party. Debtor makes the following warranties and representations which continue as long as this Agreement is in effect:

(1) Debtor is duly organized and validly existing in all jurisdictions in which Debtor does business;

(2) The execution and performance of the terms in this Agreement have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law or order;

(3) Other than previously disclosed to Secured Party, Debtor has not changed the Debtor's name or principal place of business within the last 10 years and has not used any other trade or fictitious name; and

(4) Debtor does not and will not use any other name without Secured Party's prior written consent.

Debtor owns all the Property, and Secured Party's claim to the Property is ahead of the claims of any other creditor, except as otherwise agreed and disclosed to Secured Party. The Property has not been used for any purpose that would violate any laws or subject the Property to forfeiture or seizure.

8. DUTIES TOWARD PROPERTY. Debtor will protect the Property and Secured Party's interest against any competing claim. Except as otherwise agreed, Debtor will keep the Property in Debtor's possession at the address indicated above. Debtor will keep the Property in good repair and use the Property only for purposes specified on page 1. Debtor will not use the Property in violation of any law and will pay all taxes and assessments levied or assessed against the Property. Secured Party has the right of reasonable access to inspect Property, including the right to require Debtor to assemble and make the Property available to Secured Party. Debtor will immediately notify Secured Party of any loss or damage to the Property. Debtor will prepare and keep books, records, and accounts about the Property and the Debtor's business, to which Debtor will allow Secured Party reasonable access.

Debtor will not sell, offer to sell, license, lease, or otherwise transfer or encumber the Property without Secured Party's prior written consent. Any disposition of the Property will violate Secured Party's rights, unless the Property is inventory sold in the ordinary course of business at fair market value. If the Property includes chattel paper or instruments, either as original collateral or as proceeds of the Property, Debtor will record Secured Party's interest on the face of the chattel paper or instruments.

If the Property includes accounts, Debtor will not settle any account for less than full value, dispose of the accounts by assignment, or make any material change in the terms of any account without Secured Party's prior written consent. Debtor will collect all accounts in the ordinary course of business, unless otherwise required by Secured Party. Debtor will keep the proceeds of the accounts, and any goods returned to Debtor, in trust for Secured Party and will not commingle the proceeds or returned goods with any of Debtor's other property. Secured Party has the right to require Debtor to pay Secured Party the full price on any returned items. Secured Party may require account debtors to make payments under the accounts directly to Secured Party. Debtor will deliver the accounts to Secured Party at Secured Party's request. Debtor will give Secured Party all statements, reports, certificates, lists of account debtors (showing names, addresses, and amounts owing), invoices applicable to each account, and any other data pertaining to the accounts as Secured Party requests.

9. PERFECTION OF SECURITY INTEREST. Debtor authorizes Secured Party to file a financing statement covering the Property. Debtor will comply with, facilitate, and otherwise assist Secured Party in connection with obtaining possession or control over the Property for purposes of perfecting Secured Party's interest under the Uniform Commercial Code.

10. **INSURANCE.** Debtor agrees to keep the Property insured against the risks reasonably associated with the Property until the Property is released from this Agreement. Debtor will maintain this insurance in the amounts Secured Party requires. Debtor may choose the insurance company, subject to Secured Party's approval, which will not be unreasonably withheld. Debtor will have the insurance provider name Secured Party as loss payee on the insurance policy. Debtor will give Secured Party and the insurance provider immediate notice of any loss. Secured Party may apply the insurance proceeds toward the Secured Debts. Secured Party may require additional security as a condition of permitting any insurance proceeds to be used to repair or replace the Property. If Secured Party acquires the Property in damaged condition, Debtor's rights to any insurance policies and proceeds will pass to Secured Party to the extent of the Secured Debts. Debtor will immediately notify Secured Party of the cancellation or termination of insurance. If Debtor fails to keep the Property insured, Secured Party may obtain insurance to protect Secured Party's interest in the Property. The insurance may include coverages not originally required of Debtor, may be written by a company other than one Debtor would choose, and may be written at a higher rate than Debtor could obtain if Debtor purchased the insurance.

11. **AUTHORITY TO PERFORM.** Debtor authorizes Secured Party to do anything Secured Party deems reasonably necessary to protect the Property and Secured Party's interest in the Property. If Debtor fails to perform any of Debtor's duties under this Agreement, Secured Party is authorized, without notice to Debtor, to perform the duties or cause them to be performed. These authorizations include, but are not limited to, permission to pay for the repair, maintenance, and preservation of the Property and take any action to realize the value of the Property. Secured Party's authority to perform for Debtor does not create an obligation to perform, and Secured Party's failure to perform will not preclude Secured Party from exercising any other rights under the law or this Agreement.

If Secured Party performs for Debtor, Secured Party will use reasonable care. Reasonable care will not include any steps necessary to preserve rights against prior parties or any duty to act in connection with the management of the Property.

If Secured Party comes into possession of the Property, Secured Party will preserve and protect the Property to the extent required by law. Secured Party's duty of care with respect to the Property will be satisfied if Secured Party exercises reasonable care in the safekeeping of the Property or in the selection of a third party in possession of the Property.

Secured Party may enforce the obligations of an account debtor or other person obligated on the Property. Secured Party may exercise Debtor's rights with respect to the account debtor's or other person's obligations to make payment or otherwise render performance to Debtor, and enforce any security interest that secures such obligations.

12. **PURCHASE MONEY SECURITY INTEREST.** If the Property includes items purchased with the Secured Debts, the Property purchased with the Secured Debts will remain subject to Secured Party's security interest until the Secured Debts are paid in full. Payments on any non-purchase money loan also secured by this Agreement will not be applied to the purchase money loan. Payments on the purchase money loan will be applied first to the non-purchase money portion of the loan, if any, and then to the purchase money portion in the order in which the purchase money Property was

acquired. If the purchase money Property was acquired at the same time, payments will be applied in the order Secured Party selects. No security interest will be terminated by application of this formula.

13. DEFAULT. Debtor will be in default if:

(1) Debtor fails to make a payment in full when due;

(2) Debtor fails to perform any condition or keep any covenant on this or any debt or agreement including the Economic Development Assistance Agreement and related documents with the City of Gering, referenced herein, Debtor has with Secured Party, including Addendums to that Agreement;

(3) A default occurs under the terms of any instrument or agreement including the Debtor's Promissory Note associated with the Economic Development Assistance Agreement, separately, the Economic Development Assistance Agreement and related documents with the City of Gering, referenced herein, evidencing or pertaining to the Secured Debts;

(4) Anything else happens that either causes Secured Party to reasonably believe that Secured Party will have difficulty in collecting the Secured Debts or significantly impairs the value of the Property.

14. REMEDIES. After Debtor defaults, and after Secured Party gives any legally required notice and opportunity to cure the default, Secured Party may at Secured Party's option do any one or more of the following:

(1) Make all or any part of the Secured Debts immediately due and accrue interest at the default interest rate;

(2) Require Debtor to gather the Property and make it available to Secured Party in a reasonable fashion;

(3) Enter upon Debtor's premises and take possession of all or any part of Debtor's Property for purposes of preserving the Property or its value and use and operate Debtor's Property to protect Secured Party's interest, all without payment or compensation to Debtor;

(4) Use any remedy allowed by state or federal law, or provided in any agreement evidencing or pertaining to the Secured Debts.

If Secured Party repossesses the Property or enforces the obligations of an account debtor, Secured Party may keep or dispose of the Property as provided by law. Secured Party will apply the proceeds of any collection or disposition first to Secured Party's expenses of enforcement, which includes reasonable attorneys' fees and legal expenses to the extent not prohibited by law, and then to the Secured Debts. Debtor will be liable for the deficiency, if any.

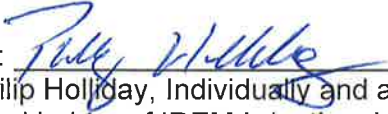
By choosing any one or more of these remedies, Secured Party does not give up the right to use any other remedy. Secured Party does not waive a default by not using a remedy.

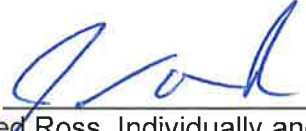
15. WAIVER. Debtor waives all claims for damages caused by Secured Party's acts or omissions where Secured Party acts in good faith.

16. NOTICE AND ADDITIONAL DOCUMENTS. Where notice is required, Debtor agrees that 10 days prior written notice will be reasonable notice to Debtor under the Uniform Commercial Code. Notice to one party is notice to all parties. Debtor agrees to sign, deliver, and file any additional documents and certifications Secured Party considers necessary to perfect, continue, or preserve Debtor's obligations under this Agreement and to confirm Secured Party's lien status on the Property.

**"DEBTOR"**

Dated this 6<sup>th</sup> day of June, 2024.

By:   
Philip Holliday, Individually and as  
Stockholder of IDEM Irrigation, Inc., A  
Delaware Corporation doing business in  
Nebraska

By:   
Jared Ross, Individually and as  
Stockholder of IDEM Irrigation, Inc., A  
Delaware Corporation doing business in  
Nebraska

**"SECURED PARTY"**

**The City of Gering, a Municipal Corporation**

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

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

ATTEST:  
City of Gering ("Seal")

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

**Agenda Item Summary**

**For the meeting of:** June 10, 2024

**Agenda item title:** Approve Resolution 6-24-1 for the Rural Community Recovery Program Grant Application

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

**Explanation of the agenda item:** Resolution for the Rural Community Recovery Program Grant application submittal. Twin Cities Development will assist the City with the grant preparation, writing, administration and reporting services for the grant. The City intends to use the grant funds to construct an inclusive playground at Oregon Trail Park. This will replace the existing playground equipment at Oregon Trail Park.

**Board/Commission/Staff recommendation:** Staff recommends council authorize the Mayor to sign the Resolution.

<b>Does this item require the expenditure of funds?</b>	Yes	X	no
<b>Are funds budgeted?</b>	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?**  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:**

*Kathy Welfl, City Clerk*

\_\_\_\_\_  
Mayor, City Council member, City Administrator, City Clerk

**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 6-24-1**

**A RESOLUTION OF THE CITY COUNCIL OF GERING, NEBRASKA, AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION TO THE RURAL COMMUNITY RECOVERY PROGRAM FOR THE CONSTRUCTION OF PLAY UNLIMITED AT OREGON TRAIL PARK AND SURROUNDING ENHANCEMENTS, AND DESIGNATING TWIN CITIES DEVELOPMENT ASSOCIATION TO PROVIDE ASSISTANCE WITH GRANT PREPARATION, WRITING, ADMINISTRATION, AND REPORTING SERVICES**

**WHEREAS**, the City of Gering recognizes the importance of fostering community growth and development; and

**WHEREAS**, the City of Gering acknowledges the necessity of revitalizing public spaces and amenities to attract residents and promote community engagement; and

**WHEREAS**, the City of Gering is committed to addressing the impacts of the COVID-19 pandemic on its community and recognizes the opportunity presented by the Rural Community Recovery Program (RCRP) to secure funding for essential projects; and

**WHEREAS**, Twin Cities Development Association, as a member benefit to the City of Gering, has offered to assist with grant preparation, writing, administration, and reporting services for the Rural Community Recovery Program grant application;

**WHEREAS**, the City of Gering has identified the construction of Play Unlimited at Oregon Trail Park and surrounding enhancements as a critical project to support the recovery and revitalization of the community.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GERING, NEBRASKA:**

**Section 1.** Approval of Project and Grant Submittal

The City Council of Gering hereby approves the project proposal for the construction of Play Unlimited at Oregon Trail Park and surrounding enhancements, as described in the grant application for the Rural Community Recovery Program (RCRP).

**Section 2.** Designation of Twin Cities Development Association

The City Council of Gering designates Twin Cities Development Association to provide assistance with grant preparation, writing, administration, and reporting services for the Rural Community Recovery Program grant application.

**Section 3. Authorization for Grant Application**

The City Council of Gering hereby authorizes the submission of a grant application to the Rural Community Recovery Program (RCRP) for funding in the amount of \$1,000,000 to support the aforementioned project.

**Section 4. Purpose of the Project**

The purpose of the project is to construct Play Unlimited at Oregon Trail Park, an inclusive play park, and to make surrounding enhancements, with the aim of providing equitable play opportunities for children and adults of all abilities. These improvements are intended to support the City of Gering's goal of enhancing community amenities and promoting inclusivity.

**Section 5. Eligibility for Rural Community Recovery Program**

The City of Gering affirms that it meets the eligibility criteria outlined in the Rural Community Recovery Program (RCRP) guidelines, including its status as a political subdivision located in a disproportionately impacted rural county in Nebraska.

**Section 6. Authorization to Seek Funding**

The Mayor and Twin Cities Development are hereby authorized to take all necessary actions to seek funding through the Rural Community Recovery Program (RCRP), including the preparation and submission of the grant application, and to execute any agreements or documents necessary to secure funding for the project.

**Section 7. Effective Date**

This Resolution shall take effect immediately upon its passage and approval.

PASSED AND APPROVED this \_\_\_\_ day of June, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

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

CONTACT Kate Ellingson at [kate.ellingson@nebraska.gov](mailto:kate.ellingson@nebraska.gov).

**FOR IMMEDIATE RELEASE**

**DED Announces Notice of Funding Opportunity for Rural Community Recovery Program**

**May 13, 2024 (LINCOLN, NEB.)** – The Nebraska Department of Economic Development (DED) will begin accepting applications for funding under the Rural Community Recovery Program (RCRP) on Monday, May 20, 2024. The application cycle will open on Monday, May 20, 2024 and will close on Friday, July 22, 2024 at 5:00 PM (Central). A Letter of Intent is required for the application to be considered for funding.

The Rural Community Recovery Program is a one-time, \$10 million program funded in 2023 by LB1412 using Coronavirus State and Local Fiscal Recovery Funds (SLFRF) through the American Rescue Plan Act of 2021 (ARPA).

All RCRP funds distributed must be awarded to eligible applicants with projects located in disproportionately impacted rural communities.

**Eligible Applicants**

The Rural Community Recovery Program provides subaward funding to eligible political subdivisions, including villages, cities, counties, school districts, public power districts, community colleges, natural resource districts, and all other units of local government, for the rehabilitation or adaptive reuse of vacant or abandoned property.

Projects must be located in any of 41 disproportionately impacted rural communities, listed below:

Arthur County	Deuel County	Hooker County	Phelps County
Boone County	Dixon County	Howard County	Polk County
Box Butte County	Dundy County	Jefferson County	Red Willow County
Boyd County	Franklin County	Kimball County	Richardson County
Brown County	Frontier County	Lincoln County	Scotts Bluff County
Butler County	Gage County	Logan County	Sherman County
Cherry County	Garden County	Merrick County	Valley County
Cheyenne County	Greeley County	Morrill County	Wayne County
Custer County	Harlan County	Nemaha County	Webster County
Dakota County	Holt County	Pawnee County	Wheeler County
Dawes County			

## **Project Activities**

Eligible applicants may propose projects for the following project activities:

- **Installation of Public Features**: Projects that install neighborhood features for public use; increase access to healthy foods; conduct neighborhood cleanup or revitalize public spaces; will improve residents' physical and mental well-being; promote healthier living environments by allowing for safe and accessible recreation; encourage investment in the neighborhood; increase community engagement; and may provide access to fresh, healthy food. Examples include public parks, playgrounds, community gardens, green spaces, or other similar publicly available amenities.
- **Site Development for Affordable Housing**: Projects that intend to conduct pre-development activities for current or future affordable housing; will mitigate blight of vacant, abandoned, or deteriorated (VAD) properties in the neighborhood; invest in safe, quality housing in the community; and build momentum for future development of affordable housing units in the community. For the purpose of this program, "affordable housing" is not specifically defined; required rent and income limits for the other funding source(s) will apply to the housing units.

## **Upcoming Program Dates**

Monday, May 20, 2024	Application portal opens	By May 20 <sup>th</sup> , application will be available at: <a href="https://opportunity.nebraska.gov/programs/housing/rcrp/">https://opportunity.nebraska.gov/programs/housing/rcrp/</a>
Monday, June 3, 2024	Required Letter of Intent must be received by 5:00 PM (Central)	Email completed Letter of Intent to <a href="mailto:brittany.piper@nebraska.gov">brittany.piper@nebraska.gov</a>
Monday, July 22, 2024	Application portal closes at 5:00 PM (Central)	Submit via AmpliFund. Link to submit application will be available at: <a href="https://opportunity.nebraska.gov/programs/housing/rcrp/">https://opportunity.nebraska.gov/programs/housing/rcrp/</a>

Program requirements and more information about the Rural Community Recovery Program can be found at: <https://opportunity.nebraska.gov/programs/housing/rcrp/>.

For additional information, contact Brittany Piper, Housing Specialist, at 402-310-4782 or [brittany.piper@nebraska.gov](mailto:brittany.piper@nebraska.gov).