

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

Regular meeting of the Gering City Council, March 13, 2023 at 6:00pm, at Gering City Hall Council Chambers, 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 Council Member 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 February 27, 2023 regular City Council meetings
2. Approve Claims

BIDS/PROPOSALS:

1. Approve contract with Ayres Associates for Facility Master Plan for Five Rocks Amphitheater
2. Approve purchase of 2023 Ford F150 4x4 SSV Pickup – Police Department
3. Approve purchase of 2023 Dodge Durango – Police Department

CURRENT BUSINESS:

1. Approve and authorize the Mayor to sign Economic Development Assistance Agreement for Twin Cities Development for matching funds for the 2023 Western Nebraska Rural Workforce Housing Grant
2. Approve and authorize the Mayor to sign a letter of support for Twin Cities Development's Rural Workforce Housing Fund Application
3. Approve and authorize the Mayor to sign Lease Agreement by and between the City of Gering and HF Baseball, LLC pertaining to Oregon Trail Park Stadium
4. Approve and authorize the Mayor to sign an Addendum for Lease Agreement between the City of Gering and B & S Rask Grill, LLC
5. Approve and authorize the Mayor to sign Addendum to Economic Development Assistance Agreement between the City of Gering and Hotel 21, LLC
6. Approve and authorize the Mayor to sign Addendum to Management and Catering Contract for the Gering Civic Center II
7. Approve Resolution 3-1-23 pertaining to Avoided Costs related to the Interconnection Policy with the Municipal Energy Agency of Nebraska (MEAN)

8. Third reading and adoption of Ordinance No. 2123 - A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GERING, NEBRASKA TO ANNEX TO THE CITY OF GERING CERTAIN LANDS DESCRIBED HEREIN WHICH ARE LOCATED WITHIN SCOTTS BLUFF COUNTY, NEBRASKA, REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND TO PROVIDE THAT THIS ORDINANCE SHALL BE PUBLISHED IN PAMPHLET FORM
9. Approve Ordinance No. 2124 - AN ORDINANCE OF THE CITY OF GERING, NEBRASKA, TO AMEND CHAPTER 95, SECTION 95.02 OF THE CITY OF GERING CODE OF ORDINANCES; TO AMEND CHAPTER 130, SECTION 130.51 OF THE CITY OF GERING CODE OF ORDINANCES; TO ADD CHAPTER 113, SECTION 113.10 TO THE CITY OF GERING CODE OF ORDINANCES; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION IN PAMPLHET FORM; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF
10. Approve Ordinance No. 2125 – AN ORDINANCE AUTHORIZING AND DIRECTING EXECUTION OF THE GREEN ENERGY PROGRAM SUBSCRIPTION CONFIRMATION BY THE CITY OF GERING, NE, WITH THE MUNICIPAL ENERGY AGENCY OF NEBRASKA; TO PRESCRIBE THE TIME WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT

PUBLIC HEARINGS:

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, FEBRUARY 27, 2023

A regular meeting of the City Council of Gering, Nebraska was held in open session on February 27, 2023, at 6:00 p.m. at Gering City Hall, 1025 P Street, Gering, NE. Present were Council President Gillen and Councilmembers Shields, Backus, Bohl, Wiedeman, O'Neal, Morrison, Cowan. Also present were City Clerk Kathy Welfl and City Attorney Jim Ellison. Absent were Mayor Ewing and Administrator Heath. 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

Council President Gillen 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

Council President Gillen 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 Council President. 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 February 13, 2023 regular City Council meeting
2. Approve Claims
3. Approve January, 2023 Financial Report

Claims 2/14/23 thru 2/27/23

21ST CENTURY EQUIPMENT \$710.74, 24/7 FITNESS \$211.00, A & A PORTA POTTIES \$150.00, AC ELECTRIC MOTOR SERVICE \$1,512.60, ACE HARDWARE \$109.93, ACUSHNET COMPANY \$379.60, ALLIANCE PUBLISHING COMPANY INC \$100.50, AMAZON CAPITAL SERVICES \$272.93, AMERICAN LEGAL PUBLISHING \$6,063.25, AMERITAS LIFE INSURANCE COPR. \$566.84, BACKFLOW APPARATUS & VALVLE CO \$952.30, BENZEL PEST CONTROL \$165.00, BLUFFS FACILITY SOLUTIONS \$503.81, BORDER STATES INDUSTRIES, INC \$3,327.47, BRETHOURS HONEYWAGON EXPRESS \$200.00, CENGAGE LEARNING/GAGE \$554.18, CHASE DANIELZUK \$67.00, CITY OF GERING \$16,209.15, CORE & MAIN LP \$1,665.10, COZAD SIGNS, LLC \$125.00, CREDIT MANAGEMENT SERVICES \$3.54, CROSSROADS COOPERATIVE \$1,299.12, DIAMOND VOGEL PAINT CENTER \$194.39, DLT SOLUTIONS, INC. \$1,232.55, DOCU-SHRED LLC \$38.05, DOMINIC WILLIAMS \$33.00, EAKES INC \$161.80, ECOLAB \$238.50, ELITE TOTAL FITNESS \$153.00, ENERGY LABORATORIES INC. \$189.50, ESC ENGINEERING \$1,135.00, FASTENAL COMPANY \$471.16, FEDEX \$26.64, FIRST NATIONAL BANK OMAHA - POLICE \$550.00, FLOYD'S TRUCK CENTER, INC. \$5,242.19, FRANCISCOS BUMPER TO BUMPER IN \$345.00, FRANK PARTS COMPANY \$169.73, GERING VOLUNTEER FIRE DEPT. \$121.00, GOOD SAM ENTERPRISES, LLC \$647.40, GREATAMERICA FINANCIAL SERVICE \$126.00, IDEAL LAUNDRY AND CLEANERS, INC. \$169.22, INDOFF INCORPORATED \$78.65, INGRAM LIBRARY SERVICES \$997.95, INLAND POTABLE SERVICES, INC. \$5,850.00, INTERNAL REVENUE SERVICE \$40,528.84, INTERSTATE BATTERY \$141.95, INTRALINKS, INC. \$838.00, J & A TRAFFIC PRODUCTS \$619.40, JEFFREY VANCE \$130.00, JOHN HANCOCK USA \$14,241.82, JOHN HANCOCK USA FIRE \$690.93, JOHN HANCOCK USA POLICE \$7,306.83, KANSAS GOLF & TURF INC \$2,075.88, KENT EWING \$361.21, LEE ENTERPRISES \$35.67, MASEK DISTRIBUTING INC \$5,400.00, MB KEM ENTERPRISE \$103.00, MEAT SHOPPE \$22,853.31, MEL'S MOBILE LOCK & KEY \$1,133.16, MENARDS \$1,194.60, MUNICIPAL SUPPLY, INC. OF NE. \$407.31, NE CHILD SUPPORT PAYMENT CENTE \$800.80, NE DEPARTMENT OF REV (PR) \$13,578.36, NE DEPT OF REVENUE \$1,298.59, NE DEPT. ENVIRONMENTAL QUALITY \$40.00, NE DEPT. OF REVENUE \$70,204.01, NEBRASKA PUBLIC HEALTH ENVIRO LAB \$360.00, NEBRASKA PUBLIC POWER DISTRICT \$1,694.13, NEBRASKA RURAL RADIO ASSOC. \$583.18, NEBRASKA SAFETY AND FIRE EQUIPMENT, INC \$116.85, NEBRASKA SALT AND GRAIN CO. \$9,106.33, NEBRASKA SECRETARY OF STATE \$30.00, NKC TIRE \$40.00, NMC INCORPORATED \$2,062.85, O'REILLY AUTOMOTIVE STORE \$13.99, PANHANDLE COOP ASSOCIATION \$275.43, PANHANDLE ENVIRONMENTAL SERVICE, INC. \$953.00, PANHANDLE HUMANE SOCIETY \$3,168.50, PLATTE VALLEY BANK \$530.55, POWERPLAN OIB \$113.31, PRECISION AIR \$954.02, PSI DIGITAL IMAGING SOLUTIONS \$383.10, PT HOSE AND BEARING \$1,153.49, PVB VISA \$23,646.91, QUADIENT LEASING USA \$1,961.61, REGIONAL CARE INC. \$38,273.28, RICH'S WRECKING & USED CARS, I \$60.00, RIVERSTONE BANK \$587.28, SANDBERG IMPLEMENT, INC. \$595.29, SANDRY FIRE SUPPLY \$114.00, SARAH WYNN \$425.00, SCB COUNTY REGISTER OF DEEDS \$40.00, SCB. COUNTY AMBULANCE SERVICE \$316.23, SCOTTS BLUFF CO.

CONSOLIDATED \$125.00, SCOTTS BLUFF COUNTY COURT \$378.21, SCOTTS BLUFF COUNTY TREASURER \$12,270.55, SCOTTSBLUFF-GERING UNITED WAY \$273.25, SCS ENGINEERS \$34,882.00, SENIOR CITIZENS CENTER \$1,200.00, SETH DEBOER \$67.00, SHAWNA WINCHELL \$820.00, SIMMONS OLSEN LAW FIRM, P.C. \$1,990.00, SIMON CONTRACTORS \$239.87, SPECIALTY ELECTRICS, INC \$19,945.00, STAPLES CREDIT PLAN \$1,408.18, SUGAR VALLEY FEDERAL CREDIT \$528.37, TAYLOR MADE GOLF COMPANY \$2,094.14, TERRY CARPENTER, INC. \$650.00, TROY & LISA WEBORG \$3,862.85, TWIN CITY DEVELOPMENT ASSOC \$12,500.00, TYLER TECHNOLOGIES \$390.00, UNANIMOUS, INC. \$1,250.00, VALLEY AUTO LOCATORS LLC \$929.41, WESTERN COOPERATIVE COMPANY \$9,470.66, WESTERN STATES BANK \$18,787.54, WESTERN UNITED ELECTRIC \$29,041.13, YMCA OF SCOTTSBLUFF \$1,006.00, Total \$478,970.95

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

BIDS/PROPOSALS:

1. Award Bid for Oregon Trail Park Pickleball Courts and Parking Area

City Engineer, Annie Folck, stated that this is a project the City has been working on for a while; it's being funded with Keno Funds. \$600,000 was budgeted for the entire project. The bids for the courts/post-tension concrete and lighting have already been awarded. This is the third of three big contracts that are part of this contract. This bid is for all of the site work. The contractor will come in and do all the grading, all the prep for the post-tension concrete and they'll do all the concrete walkways around the post-tension concrete. They will also come in and do the parking area which is going to be a crushed concrete surface; it won't be paved but it will have curb and gutter. The City received two bids for this project. The low bid was \$264,275.50 from Mark Chrisman Trucking which was just below the engineer's estimate of \$285,000. With this bid, it puts the project at \$550,000 which is under the \$600,000 that was budgeted. There are other odds and ends and pieces to the project, but this is the bulk of it. Staff are very pleased with this bid and have done some checking because this is not a contractor the City has worked with in the past. This particular contractor did basically the same work at the Gering High School tennis court project and they've done a couple other projects for which City staff called and checked references. Staff feel comfortable awarding this bid to this contractor.

Motion by Councilmember Shields to award the Oregon Trail Park Pickleball Courts and parking area bid to Mark Chrisman Trucking, Inc. in the amount of \$264,275.50. Second by Councilmember Bohl. There was no discussion. Council President Gillen called the vote. "AYES": Shields, Gillen, Backus, Bohl, Wiedeman, O'Neal, Morrison, Cowan. "NAYS": None. Abstaining: None. Absent: None. Motion carried.

CURRENT BUSINESS:

1. Second reading of Ordinance No. 2123 – A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GERING, NEBRASKA TO ANNEX TO THE CITY OF GERING CERTAIN LANDS DESCRIBED HEREIN WHICH ARE LOCATED WITHIN SCOTTS BLUFF COUNTY, NEBRASKA, REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND TO PROVIDE THAT THIS ORDINANCE SHALL BE PUBLISHED IN PAMPHLET FORM

Councilmember Morrison made a motion to move the second reading of Ordinance 2123 - A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GERING, NEBRASKA TO ANNEX TO THE CITY OF GERING CERTAIN LANDS DESCRIBED HEREIN WHICH ARE LOCATED WITHIN SCOTTS BLUFF COUNTY, NEBRASKA, REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND TO PROVIDE THAT THIS ORDINANCE SHALL BE PUBLISHED IN PAMPHLET FORM. Second by Councilmember Cowan. There was no discussion. Council President Gillen called the vote. "AYES": Shields, Gillen, Backus, Bohl, Wiedeman, O'Neal, Morrison, Cowan. "NAYS": None. Abstaining: None. Absent: None. Motion carried.

2. Approve and authorize the Mayor to sign a letter of support for LB148

Motion by Councilmember Shields to approve and authorize the Mayor to sign a letter of support for LB148. Second by Councilmember Wiedeman. There was no discussion. Council President Gillen called the vote. "AYES": Shields, Gillen, Backus, Bohl, Wiedeman, Morrison, Cowan. "NAYS": O'Neal. Abstaining: None. Absent: None. Motion carried.

3. Request for Public Safety Committee meeting – Agenda items: 1. Consider amendment to ordinance pertaining to ATVs, 2. Consider amendment to Emergency Snow Route Ordinance

Motion by Councilmember Bohl to approve a request for Public Safety Committee meeting with agenda items: 1. Consider amendment to ordinance pertaining to ATVs, 2. Consider amendment to Emergency Snow Route Ordinance. Second by Councilmember O'Neal. There was no discussion. Council President Gillen called the vote. "AYES": Shields, Gillen, Backus, Bohl, Wiedeman, O'Neal, Morrison, Cowan. "NAYS": None. Abstaining: None. Absent: None. Motion carried.

PUBLIC HEARINGS:

OPEN COMMENT: Discussion or action by Council regarding unscheduled business will not take place. This section is for citizen comment only. None.

ADJOURN:

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

Meeting adjourned at 6:08 p.m.

Kent E. Ewing, Mayor

ATTEST:

Kathleen J. Welfl, City Clerk



City of Gering, NE

CLAIMS REPORT

By Vendor Name

Post Dates 2/28/2023 - 3/13/2023
Payment Dates 2/28/2023 - 3/13/2023

Description (Payable)	Account Name	Amount
Vendor: 998163 - 21ST CENTURY EQUIPMENT		
Fund: 130 - STREETS		
Department: 06 - Expense		
Vehicle & Equipment Repair	VEH & EQUIPMENT MAINT	161.55
		Department 06 - Expense Total: 161.55
		Fund 130 - STREETS Total: 161.55
		Vendor 998163 - 21ST CENTURY EQUIPMENT Total: 161.55
Vendor: 999442 - ACE HARDWARE		
Fund: 101 - GENERAL		
Department: 10 - Administration		
BATTERIES	OFFICE & BUILDING SUPPLIES	11.69
BLOW TORCH TO THAW PADLO...	OFFICE & BUILDING SUPPLIES	23.99
		Department 10 - Administration Total: 35.68
Department: 42 - Parks		
GREEN HOUSE KEY	EVERGREEN GREENHOUSE EXP...	3.89
CONF ROOM BOOKSHELF	BUILDING/GROUND MAINT	3.59
BATTERY	DEPT OPERATING SUPPLIES	2.79
		Department 42 - Parks Total: 10.27
		Fund 101 - GENERAL Total: 45.95
Fund: 130 - STREETS		
Department: 06 - Expense		
Operating Supplies	DEPT OPERATING SUPPLIES	15.18
Operating Supplies	DEPT OPERATING SUPPLIES	19.99
Operating Supplies	DEPT OPERATING SUPPLIES	37.99
Operating Supplies	DEPT OPERATING SUPPLIES	9.17
Vehicle & Equipment Repair	VEH & EQUIPMENT MAINT	130.89
Operating Supplies	DEPT OPERATING SUPPLIES	38.99
Vehicle & Equipment Repair	VEH & EQUIPMENT MAINT	85.96
Operating Supplies	DEPT OPERATING SUPPLIES	428.58
Operating Supplies	DEPT OPERATING SUPPLIES	143.97
		Department 06 - Expense Total: 910.72
		Fund 130 - STREETS Total: 910.72
Fund: 201 - ELECTRIC		
Department: 06 - Expense		
fastener	DEPT OPERATING SUPPLIES	4.64
switch	DEPT OPERATING SUPPLIES	44.98
paint	DEPT OPERATING SUPPLIES	90.96
lock	DEPT OPERATING SUPPLIES	17.99
paint	DEPT OPERATING SUPPLIES	8.59
		Department 06 - Expense Total: 167.16
		Fund 201 - ELECTRIC Total: 167.16
Fund: 202 - WATER		
Department: 06 - Expense		
Booster station	DEPT OPERATING SUPPLIES	18.99
Booster station	DEPT OPERATING SUPPLIES	6.59
Mole	REPAIRS-WTR MAINS/SERVICE L...	33.95
Sprinkler parts	DEPT OPERATING SUPPLIES	7.55
Sprinkler parts	DEPT OPERATING SUPPLIES	23.92
Service truck tools	DEPT OPERATING SUPPLIES	13.99
Concrete	DEPT OPERATING SUPPLIES	16.98
Booster station	DEPT OPERATING SUPPLIES	54.16

CLAIMS REPORT

Post Dates: 2/28/2023 - 3/13/2023 Payment Dates: 2/28/2023 - 3/13/2023

Description (Payable)	Account Name	Amount
Booster station	DEPT OPERATING SUPPLIES	5.99
Booster station	DEPT OPERATING SUPPLIES	9.99
sampling	DEPT OPERATING SUPPLIES	70.98
Department 06 - Expense Total:		263.09
Fund 202 - WATER Total:		263.09
Fund: 203 - WASTEWATER		
Department: 06 - Expense		
sewer jet	DEPT OPERATING SUPPLIES	19.92
Return	DEPT OPERATING SUPPLIES	-15.14
Lab Gloves	DEPT OPERATING SUPPLIES	19.99
Truck supplies	DEPT OPERATING SUPPLIES	22.98
Department 06 - Expense Total:		47.75
Fund 203 - WASTEWATER Total:		47.75
Fund: 204 - SANITATION		
Department: 06 - Expense		
Containers	CONTAINERS	95.97
Building and Grounds	BUILDING/GROUND MAINT	57.97
Dept Operating Supplies	DEPT OPERATING SUPPLIES	10.49
Department 06 - Expense Total:		164.43
Fund 204 - SANITATION Total:		164.43
Fund: 205 - GOLF		
Department: 06 - Expense		
DUST MASKS	DEPT OPERATING SUPPLIES	17.98
Department 06 - Expense Total:		17.98
Fund 205 - GOLF Total:		17.98
Vendor 999442 - ACE HARDWARE Total:		1,617.08
Vendor: 998228 - ACUSHNET COMPANY		
Fund: 205 - GOLF		
Department: 06 - Expense		
PRO SHOP MERCHANDISE	PRO SHOP MERCHANDISE	1,099.56
PRO SHOP MERCHANDISE	PRO SHOP MERCHANDISE	254.48
Pro Shop Merchandise	PRO SHOP MERCHANDISE	5,613.26
Pro Shop Merchandise	PRO SHOP MERCHANDISE	254.53
Pro Shop Merchandise	PRO SHOP MERCHANDISE	264.60
Pro Shop Merchandise	PRO SHOP MERCHANDISE	254.78
Pro Shop Merchandise	PRO SHOP MERCHANDISE	998.54
Pro Shop Merchandise	PRO SHOP MERCHANDISE	711.06
Pro Shop Merchandise	PRO SHOP MERCHANDISE	356.93
Department 06 - Expense Total:		9,807.74
Fund 205 - GOLF Total:		9,807.74
Vendor 998228 - ACUSHNET COMPANY Total:		9,807.74
Vendor: 111500 - ALLO COMMUNICATIONS		
Fund: 101 - GENERAL		
Department: 10 - Administration		
MONTHLY PHONE AND INTERN... PHONE & INTERNET		412.47
Department 10 - Administration Total:		412.47
Department: 22 - Eng/Bldg Inspection		
MONTHLY PHONE AND INTERN... PHONE & INTERNET		2.70
Department 22 - Eng/Bldg Inspection Total:		2.70
Department: 31 - Fire		
MONTHLY PHONE AND INTERN... PHONE & INTERNET		125.87
Department 31 - Fire Total:		125.87
Department: 32 - Police		
MONTHLY PHONE AND INTERN... PHONE & INTERNET		159.71
Department 32 - Police Total:		159.71

CLAIMS REPORT

Post Dates: 2/28/2023 - 3/13/2023 Payment Dates: 2/28/2023 - 3/13/2023

Description (Payable)	Account Name	Amount
Department: 34 - Cemetery		
MONTHLY PHONE AND INTERN... PHONE & INTERNET		89.76
		Department 34 - Cemetery Total: 89.76
Department: 41 - Pool		
MONTHLY PHONE AND INTERN... PHONE & INTERNET		29.33
		Department 41 - Pool Total: 29.33
Department: 42 - Parks		
MONTHLY PHONE AND INTERN... PHONE & INTERNET		175.19
		Department 42 - Parks Total: 175.19
Department: 44 - Library		
MONTHLY PHONE AND INTERN... PHONE & INTERNET		161.26
		Department 44 - Library Total: 161.26
		Fund 101 - GENERAL Total: 1,156.29
Fund: 110 - RV PARK		
Department: 06 - Expense		
MONTHLY PHONE AND INTERN... PHONE & INTERNET		221.11
		Department 06 - Expense Total: 221.11
		Fund 110 - RV PARK Total: 221.11
Fund: 130 - STREETS		
Department: 06 - Expense		
MONTHLY PHONE AND INTERN... PHONE & INTERNET		89.14
		Department 06 - Expense Total: 89.14
		Fund 130 - STREETS Total: 89.14
Fund: 201 - ELECTRIC		
Department: 06 - Expense		
MONTHLY PHONE AND INTERN... PHONE & INTERNET		248.84
		Department 06 - Expense Total: 248.84
		Fund 201 - ELECTRIC Total: 248.84
Fund: 202 - WATER		
Department: 06 - Expense		
MONTHLY PHONE AND INTERN... PHONE & INTERNET		114.68
		Department 06 - Expense Total: 114.68
		Fund 202 - WATER Total: 114.68
Fund: 203 - WASTEWATER		
Department: 06 - Expense		
MONTHLY PHONE AND INTERN... PHONE & INTERNET		123.45
		Department 06 - Expense Total: 123.45
		Fund 203 - WASTEWATER Total: 123.45
Fund: 204 - SANITATION		
Department: 06 - Expense		
MONTHLY PHONE AND INTERN... PHONE & INTERNET		56.06
		Department 06 - Expense Total: 56.06
		Fund 204 - SANITATION Total: 56.06
Fund: 205 - GOLF		
Department: 06 - Expense		
MONTHLY PHONE AND INTERN... PHONE & INTERNET		381.18
		Department 06 - Expense Total: 381.18
		Fund 205 - GOLF Total: 381.18

CLAIMS REPORT

Post Dates: 2/28/2023 - 3/13/2023 Payment Dates: 2/28/2023 - 3/13/2023

Description (Payable)	Account Name	Amount
Fund: 207 - CIVIC CENTER		
Department: 06 - Expense		
MONTHLY PHONE AND INTERN...	PHONE & INTERNET	719.74
		Department 06 - Expense Total: 719.74
		Fund 207 - CIVIC CENTER Total: 719.74
Vendor: 1181500 - ALLO COMMUNICATIONS		Total: 3,110.49
Vendor: 118810 - ALTEC INDUSTRIES, INC.		
Fund: 201 - ELECTRIC		
Department: 06 - Expense		
Bucket Truck	CAPITAL OUTLAY EQUIPMENT	166,027.00
Bucket Truck	CAPITAL OUTLAY EQUIPMENT	163,474.00
		Department 06 - Expense Total: 329,501.00
		Fund 201 - ELECTRIC Total: 329,501.00
Vendor 118810 - ALTEC INDUSTRIES, INC. Total:		329,501.00
Vendor: 118900 - AMAZON CAPITAL SERVICES		
Fund: 101 - GENERAL		
Department: 32 - Police		
WEAPON LIGHTS	UNIFORMS/PPE	692.50
		Department 32 - Police Total: 692.50
		Fund 101 - GENERAL Total: 692.50
Fund: 130 - STREETS		
Department: 06 - Expense		
Vehicle & Equipment Repair	VEH & EQUIPMENT MAINT	97.69
Operating Supplies	DEPT OPERATING SUPPLIES	389.00
		Department 06 - Expense Total: 486.69
		Fund 130 - STREETS Total: 486.69
Fund: 201 - ELECTRIC		
Department: 06 - Expense		
LIGHTS	VEH & EQUIPMENT MAINT	95.70
plug	VEH & EQUIPMENT MAINT	27.94
		Department 06 - Expense Total: 123.64
		Fund 201 - ELECTRIC Total: 123.64
Fund: 204 - SANITATION		
Department: 06 - Expense		
Building and Grounds	BUILDING/GROUND MAINT	56.99
		Department 06 - Expense Total: 56.99
		Fund 204 - SANITATION Total: 56.99
Fund: 207 - CIVIC CENTER		
Department: 06 - Expense		
DRUM FOR PRINTER	OFFICE & BUILDING SUPPLIES	150.48
DOOR STOPS	DEPT OPERATING SUPPLIES	16.98
		Department 06 - Expense Total: 167.46
		Fund 207 - CIVIC CENTER Total: 167.46
Vendor 118900 - AMAZON CAPITAL SERVICES Total:		1,527.28
Vendor: 997877 - AMERITAS LIFE INSURANCE COPR.		
Fund: 997 - PAYROLL FUND		
Department: 02 - Liability		
PAYROLL CLAIMS	VISION INS PAYABLE	562.86
		Department 02 - Liability Total: 562.86
		Fund 997 - PAYROLL FUND Total: 562.86
Vendor 997877 - AMERITAS LIFE INSURANCE COPR. Total:		562.86

CLAIMS REPORT

Post Dates: 2/28/2023 - 3/13/2023 Payment Dates: 2/28/2023 - 3/13/2023

Description (Payable)	Account Name	Amount
Vendor: 999613 - AT&T MOBILITY		
Fund: 201 - ELECTRIC		
Department: 06 - Expense		
ON CALL PHONES/SERVICE ORD... PHONE & INTERNET		97.80
	Department 06 - Expense Total:	97.80
	Fund 201 - ELECTRIC Total:	97.80
Fund: 202 - WATER		
Department: 06 - Expense		
ON CALL PHONES/SERVICE ORD... PHONE & INTERNET		97.80
	Department 06 - Expense Total:	97.80
	Fund 202 - WATER Total:	97.80
	Vendor 999613 - AT&T MOBILITY Total:	195.60
Vendor: 135200 - B & C STEEL		
Fund: 130 - STREETS		
Department: 06 - Expense		
Building Maintenance	BUILDING/GROUND MAINT	4,159.00
	Department 06 - Expense Total:	4,159.00
	Fund 130 - STREETS Total:	4,159.00
Fund: 202 - WATER		
Department: 06 - Expense		
Curb stop risers	REPAIRS-WTR MAINS/SERVICE L...	109.43
	Department 06 - Expense Total:	109.43
	Fund 202 - WATER Total:	109.43
	Vendor 135200 - B & C STEEL Total:	4,268.43
Vendor: 996797 - BAKER & ASSOCIATES, INC.		
Fund: 101 - GENERAL		
Department: 42 - Parks		
PICKLE BALL CONSULATION	OTHER PROFESSIONAL SERVICES	277.50
	Department 42 - Parks Total:	277.50
	Fund 101 - GENERAL Total:	277.50
	Vendor 996797 - BAKER & ASSOCIATES, INC. Total:	277.50
Vendor: 161380 - BEELINE SERIVCE NC		
Fund: 101 - GENERAL		
Department: 32 - Police		
PD TOW 02/18/2023	TOWING & STORAGE	175.00
PD TOW 02-24-2023	TOWING & STORAGE	175.00
	Department 32 - Police Total:	350.00
	Fund 101 - GENERAL Total:	350.00
	Vendor 161380 - BEELINE SERIVCE NC Total:	350.00
Vendor: 163150 - BENZEL PEST CONTROL		
Fund: 101 - GENERAL		
Department: 31 - Fire		
Pest control fire station	BUILDING/GROUND MAINT	56.71
	Department 31 - Fire Total:	56.71
	Fund 101 - GENERAL Total:	56.71
Fund: 204 - SANITATION		
Department: 06 - Expense		
Building and Grounds	BUILDING/GROUND MAINT	165.00
	Department 06 - Expense Total:	165.00
	Fund 204 - SANITATION Total:	165.00
	Vendor 163150 - BENZEL PEST CONTROL Total:	221.71

CLAIMS REPORT

Post Dates: 2/28/2023 - 3/13/2023 Payment Dates: 2/28/2023 - 3/13/2023

Description (Payable)	Account Name	Amount
Vendor: 10137 - BERAUN PLUMBING		
Fund: 101 - GENERAL		
Department: 04 - Revenue		
REFUND OF PERMIT FEES-DID ...	BUILDING PERMITS	91.50
		<u>Department 04 - Revenue Total:</u> 91.50
		<u>Fund 101 - GENERAL Total:</u> 91.50
		Vendor 10137 - BERAUN PLUMBING Total: 91.50
Vendor: 999094 - BIBLIONIX LLC		
Fund: 101 - GENERAL		
Department: 44 - Library		
Apollo Automation Annual Subs...	ONLINE RESOURCES	2,480.00
		<u>Department 44 - Library Total:</u> 2,480.00
		<u>Fund 101 - GENERAL Total:</u> 2,480.00
		Vendor 999094 - BIBLIONIX LLC Total: 2,480.00
Vendor: 997725 - BIG MACK HEATING & COOLING		
Fund: 101 - GENERAL		
Department: 10 - Administration		
FILTER CHANGES	BUILDING/GROUND MAINT	23.40
		<u>Department 10 - Administration Total:</u> 23.40
Department: 32 - Police		
FILTER CHANGES	BUILDING/GROUND MAINT	23.40
		<u>Department 32 - Police Total:</u> 23.40
		<u>Fund 101 - GENERAL Total:</u> 46.80
		Vendor 997725 - BIG MACK HEATING & COOLING Total: 46.80
Vendor: 998680 - BLACK HILLS ENERGY		
Fund: 101 - GENERAL		
Department: 31 - Fire		
GAS-FIRE 1035 M ST	UTILITIES	548.27
GAS-PLAZA/FIRE	UTILITIES	254.91
		<u>Department 31 - Fire Total:</u> 803.18
Department: 42 - Parks		
GAS-PARKS-900 OVERLAND DR	UTILITIES	626.88
GAS-PLAZA/FIRE	UTILITIES	39.83
GAS-PARKS-760 13TH	UTILITIES	82.02
		<u>Department 42 - Parks Total:</u> 748.73
Department: 44 - Library		
GAS-LIBRARY	UTILITIES	290.76
		<u>Department 44 - Library Total:</u> 290.76
		<u>Fund 101 - GENERAL Total:</u> 1,842.67
Fund: 130 - STREETS		
Department: 06 - Expense		
GAS-STREET DEPT	UTILITIES	1,069.41
		<u>Department 06 - Expense Total:</u> 1,069.41
		Fund 130 - STREETS Total: 1,069.41
Fund: 201 - ELECTRIC		
Department: 06 - Expense		
GAS-ELEC BUILDING	UTILITIES	613.70
GAS-ELECTRIC	UTILITIES	201.87
		<u>Department 06 - Expense Total:</u> 815.57
		Fund 201 - ELECTRIC Total: 815.57

CLAIMS REPORT

Post Dates: 2/28/2023 - 3/13/2023 Payment Dates: 2/28/2023 - 3/13/2023

Description (Payable)	Account Name	Amount
Fund: 204 - SANITATION		
Department: 06 - Expense		
GAS-LANDFILL	UTILITIES	1,438.99
		Department 06 - Expense Total: 1,438.99
		Fund 204 - SANITATION Total: 1,438.99
		Vendor 998680 - BLACK HILLS ENERGY Total: 5,166.64
Vendor: 999209 - BLUFFS FACILITY SOLUTIONS		
Fund: 101 - GENERAL		
Department: 10 - Administration		
TOILET PAPER/CLEANER	OFFICE & BUILDING SUPPLIES	126.02
		Department 10 - Administration Total: 126.02
Department: 32 - Police		
TOILET PAPER/CLEANER	OFFICE & BUILDING SUPPLIES	126.01
		Department 32 - Police Total: 126.01
		Fund 101 - GENERAL Total: 252.03
Fund: 205 - GOLF		
Department: 06 - Expense		
BATH TISSUE	DEPT OPERATING SUPPLIES	121.74
		Department 06 - Expense Total: 121.74
		Fund 205 - GOLF Total: 121.74
		Vendor 999209 - BLUFFS FACILITY SOLUTIONS Total: 373.77
Vendor: 998841 - BORDER STATES INDUSTRIES, INC		
Fund: 201 - ELECTRIC		
Department: 01 - Asset		
light	INVENTORY	403.13
tape	INVENTORY	675.10
		Department 01 - Asset Total: 1,078.23
Department: 06 - Expense		
knife	DEPT OPERATING SUPPLIES	55.05
connectors-ballpark sub	CAPITAL IMPROVEMENTS	1,049.55
		Department 06 - Expense Total: 1,104.60
		Fund 201 - ELECTRIC Total: 2,182.83
		Vendor 998841 - BORDER STATES INDUSTRIES, INC Total: 2,182.83
Vendor: 230150 - CALLAWAY GOLF COMPANY		
Fund: 205 - GOLF		
Department: 06 - Expense		
Pro Shop Merchandise	PRO SHOP MERCHANDISE	2,600.66
Pro Shop Merchandise	PRO SHOP MERCHANDISE	2,728.83
Pro Shop Merchandise	PRO SHOP MERCHANDISE	179.70
Pro Shop Merchandise	PRO SHOP MERCHANDISE	1,859.64
Pro Shop Merchandise	PRO SHOP MERCHANDISE	58.22
Pro Shop Merchandise	PRO SHOP MERCHANDISE	118.86
Pro Shop Merchandise	PRO SHOP MERCHANDISE	658.60
		Department 06 - Expense Total: 8,204.51
		Fund 205 - GOLF Total: 8,204.51
		Vendor 230150 - CALLAWAY GOLF COMPANY Total: 8,204.51
Vendor: 10138 - CHERI HUTCHISON		
Fund: 101 - GENERAL		
Department: 10 - Administration		
TYLER CONFERENCE REGISTRA...	TRAINING & CONFERENCES	1,440.30
		Department 10 - Administration Total: 1,440.30
		Fund 101 - GENERAL Total: 1,440.30
		Vendor 10138 - CHERI HUTCHISON Total: 1,440.30

CLAIMS REPORT

Post Dates: 2/28/2023 - 3/13/2023 Payment Dates: 2/28/2023 - 3/13/2023

Description (Payable)	Account Name	Amount
Vendor: 252625 - CITY OF GERING		
Fund: 110 - RV PARK		
Department: 02 - Liability		
JAN OCC TAX - RV PARK	OCCUPATION TAX PAYABLE	1,029.79
		Department 02 - Liability Total: 1,029.79
		Fund 110 - RV PARK Total: 1,029.79
Fund: 204 - SANITATION		
Department: 01 - Asset		
SINKING FUND-FEBRUARY	CASH - JOINT LANDFILL SINKING	14,547.53
		Department 01 - Asset Total: 14,547.53
		Fund 204 - SANITATION Total: 14,547.53
		Vendor 252625 - CITY OF GERING Total: 15,577.32
Vendor: 740608 - CLARK PRINTING LLC		
Fund: 101 - GENERAL		
Department: 10 - Administration		
LETTERHEAD BLANK PAGES	OFFICE & BUILDING SUPPLIES	69.45
		Department 10 - Administration Total: 69.45
		Fund 101 - GENERAL Total: 69.45
		Vendor 740608 - CLARK PRINTING LLC Total: 69.45
Vendor: 272450 - CONNECTING POINT		
Fund: 101 - GENERAL		
Department: 44 - Library		
Computer cable	DEPT OPERATING SUPPLIES	16.95
		Department 44 - Library Total: 16.95
		Fund 101 - GENERAL Total: 16.95
		Vendor 272450 - CONNECTING POINT Total: 16.95
Vendor: 272700 - CONTRACTORS MATERIALS, INC.		
Fund: 101 - GENERAL		
Department: 22 - Eng/Bldg Inspection		
Lath for surveying	DEPT OPERATING SUPPLIES	69.00
		Department 22 - Eng/Bldg Inspection Total: 69.00
		Fund 101 - GENERAL Total: 69.00
		Vendor 272700 - CONTRACTORS MATERIALS, INC. Total: 69.00
Vendor: 998761 - CORE & MAIN LP		
Fund: 202 - WATER		
Department: 06 - Expense		
meters	METERS	1,022.01
		Department 06 - Expense Total: 1,022.01
		Fund 202 - WATER Total: 1,022.01
		Vendor 998761 - CORE & MAIN LP Total: 1,022.01
Vendor: 289500 - CRESCENT ELECTRIC SUPPLY CO.		
Fund: 101 - GENERAL		
Department: 42 - Parks		
ALL PRO SELF POWER RED EXIT	OFFICE & BUILDING SUPPLIES	20.98
		Department 42 - Parks Total: 20.98
		Fund 101 - GENERAL Total: 20.98
Fund: 207 - CIVIC CENTER		
Department: 06 - Expense		
LIGHT BULBS	DEPT OPERATING SUPPLIES	29.05
		Department 06 - Expense Total: 29.05
		Fund 207 - CIVIC CENTER Total: 29.05
		Vendor 289500 - CRESCENT ELECTRIC SUPPLY CO. Total: 50.03

CLAIMS REPORT

Post Dates: 2/28/2023 - 3/13/2023 Payment Dates: 2/28/2023 - 3/13/2023

Description (Payable)	Account Name	Amount
Vendor: 998707 - CROELL, INC		
Fund: 202 - WATER		
Department: 06 - Expense		
Concrete	REPAIRS-WTR MAINS/SERVICE L...	427.50
		Department 06 - Expense Total: 427.50
		Fund 202 - WATER Total: 427.50
		Vendor 998707 - CROELL, INC Total: 427.50
Vendor: 998731 - DAVID BROWN		
Fund: 101 - GENERAL		
Department: 32 - Police		
PER DIEM MEALS FOR TRAINING..	TRAINING & CONFERENCES	84.00
		Department 32 - Police Total: 84.00
		Fund 101 - GENERAL Total: 84.00
		Vendor 998731 - DAVID BROWN Total: 84.00
Vendor: 377800 - DEARBORN LIFE INSURANCE COMPAN		
Fund: 101 - GENERAL		
Department: 31 - Fire		
Life Insurance Vol FF	VOLUNTEER BENEFITS	120.40
		Department 31 - Fire Total: 120.40
		Fund 101 - GENERAL Total: 120.40
		Vendor 377800 - DEARBORN LIFE INSURANCE COMPAN Total: 120.40
Vendor: 319150 - DEMCO, INC		
Fund: 101 - GENERAL		
Department: 44 - Library		
Library display supplies, bookm...	DEPT OPERATING SUPPLIES	134.24
		Department 44 - Library Total: 134.24
		Fund 101 - GENERAL Total: 134.24
		Vendor 319150 - DEMCO, INC Total: 134.24
Vendor: 999108 - DOLAN CONSULTING GROUP		
Fund: 101 - GENERAL		
Department: 32 - Police		
PERFORMANCE EVAL TRAINING	TRAINING & CONFERENCES	195.00
OFFICER INVOLVED SHOOTING ...	TRAINING & CONFERENCES	390.00
		Department 32 - Police Total: 585.00
		Fund 101 - GENERAL Total: 585.00
		Vendor 999108 - DOLAN CONSULTING GROUP Total: 585.00
Vendor: 997120 - DOOLEY OIL		
Fund: 205 - GOLF		
Department: 06 - Expense		
SPIRAX S4	GOLF EQUIPMENT REPAIR	818.95
		Department 06 - Expense Total: 818.95
		Fund 205 - GOLF Total: 818.95
		Vendor 997120 - DOOLEY OIL Total: 818.95
Vendor: 999002 - EAKES INC		
Fund: 101 - GENERAL		
Department: 31 - Fire		
Ink Cartridge FD	DEPT OPERATING SUPPLIES	55.96
Badges for uniforms	UNIFORMS/PPE	366.72
		Department 31 - Fire Total: 422.68
Department: 32 - Police		
OFFICE CHAIR/DESK	OFFICE & BUILDING SUPPLIES	1,619.08
INK STAMP FOR FRONT OFFICE	OFFICE & BUILDING SUPPLIES	12.50
OFFICE SUPPLIES	OFFICE & BUILDING SUPPLIES	6.99

CLAIMS REPORT

Post Dates: 2/28/2023 - 3/13/2023 Payment Dates: 2/28/2023 - 3/13/2023

Description (Payable)	Account Name	Amount
KLEENEX FOR OFFICE	OFFICE & BUILDING SUPPLIES	40.92
Department 32 - Police Total:		1,679.49
Department: 44 - Library		
Disinfecting wipes	DEPT OPERATING SUPPLIES	28.92
Department 44 - Library Total:		28.92
Fund 101 - GENERAL Total:		2,131.09
Vendor 999002 - EAKES INC Total:		2,131.09
Vendor: 343295 - ECOLAB		
Fund: 109 - TOURISM		
Department: 06 - Expense		
Pest Control at Five Rocks	EQUIPMENT MAINT	31.05
Department 06 - Expense Total:		31.05
Fund 109 - TOURISM Total:		31.05
Vendor 343295 - ECOLAB Total:		31.05
Vendor: 10028 - ESI		
Fund: 202 - WATER		
Department: 06 - Expense		
Clay-val	REPAIRS-WATER TANK	518.93
Department 06 - Expense Total:		518.93
Fund 202 - WATER Total:		518.93
Vendor 10028 - ESI Total:		518.93
Vendor: 997551 - EXPRESS TOLL		
Fund: 101 - GENERAL		
Department: 31 - Fire		
Travel expenses fire conference	TRAINING & CONFERENCES	22.25
Department 31 - Fire Total:		22.25
Fund 101 - GENERAL Total:		22.25
Vendor 997551 - EXPRESS TOLL Total:		22.25
Vendor: 363755 - FASTENAL COMPANY		
Fund: 130 - STREETS		
Department: 06 - Expense		
Operating Supplies	DEPT OPERATING SUPPLIES	254.14
Department 06 - Expense Total:		254.14
Fund 130 - STREETS Total:		254.14
Fund: 201 - ELECTRIC		
Department: 06 - Expense		
batteries,eyewear	DEPT OPERATING SUPPLIES	93.82
Department 06 - Expense Total:		93.82
Fund 201 - ELECTRIC Total:		93.82
Fund: 202 - WATER		
Department: 06 - Expense		
Booster station	METERS	167.49
Booster station	METERS	41.49
Booster station	METERS	35.64
Department 06 - Expense Total:		244.62
Fund 202 - WATER Total:		244.62
Vendor 363755 - FASTENAL COMPANY Total:		592.58

CLAIMS REPORT

Post Dates: 2/28/2023 - 3/13/2023 Payment Dates: 2/28/2023 - 3/13/2023

Description (Payable)	Account Name	Amount
Vendor: 363850 - FAT BOYS TIRE & AUTO		
Fund: 101 - GENERAL		
Department: 32 - Police		
S.WEST TIRES	VEH & EQUIP MAINTANCE	797.94
		Department 32 - Police Total: 797.94
		Fund 101 - GENERAL Total: 797.94
		Vendor 363850 - FAT BOYS TIRE & AUTO Total: 797.94
Vendor: 998633 - FIRST NATIONAL BANK OMAHA - POLICE		
Fund: 997 - PAYROLL FUND		
Department: 02 - Liability		
PAYROLL CLAIMS	POLICE UNION DUES PAYABLE	550.00
		Department 02 - Liability Total: 550.00
		Fund 997 - PAYROLL FUND Total: 550.00
		Vendor 998633 - FIRST NATIONAL BANK OMAHA - POLICE Total: 550.00
Vendor: 374900 - FLOYD'S TRUCK CENTER, INC.		
Fund: 204 - SANITATION		
Department: 06 - Expense		
Collection Equipment Maintena...	COLLECTIONS EQUIP MAINT	112.48
		Department 06 - Expense Total: 112.48
		Fund 204 - SANITATION Total: 112.48
		Vendor 374900 - FLOYD'S TRUCK CENTER, INC. Total: 112.48
Vendor: 998694 - FRANK PARTS COMPANY		
Fund: 101 - GENERAL		
Department: 34 - Cemetery		
BATTERY FOR KAWASAKI MULE	VEH & EQUIPMENT MAINT	45.33
		Department 34 - Cemetery Total: 45.33
Department: 42 - Parks		
ALT BELT FOR JOHN DEERE	VEH & EQUIPMENT MAINT	18.92
		Department 42 - Parks Total: 18.92
		Fund 101 - GENERAL Total: 64.25
Fund: 205 - GOLF		
Department: 06 - Expense		
RUBBER HOOD LATCH	GOLF EQUIPMENT REPAIR	4.82
SWITCH FOR TORO WIDE AREA...	GOLF EQUIPMENT REPAIR	27.03
		Department 06 - Expense Total: 31.85
		Fund 205 - GOLF Total: 31.85
		Vendor 998694 - FRANK PARTS COMPANY Total: 96.10
Vendor: 391600 - FYR-TEK, INC.		
Fund: 130 - STREETS		
Department: 06 - Expense		
Amber LED light for 2023 Whee...	CAPITAL OUTLAY EQUIPMENT	502.28
		Department 06 - Expense Total: 502.28
		Fund 130 - STREETS Total: 502.28
		Vendor 391600 - FYR-TEK, INC. Total: 502.28
Vendor: 996715 - GALLS, AN ARAMARK COMPANY		
Fund: 101 - GENERAL		
Department: 32 - Police		
YBARRA, HOLTHUS, ROGERS UN...	UNIFORMS/PPE	956.95
		Department 32 - Police Total: 956.95
		Fund 101 - GENERAL Total: 956.95
		Vendor 996715 - GALLS, AN ARAMARK COMPANY Total: 956.95

CLAIMS REPORT

Post Dates: 2/28/2023 - 3/13/2023 Payment Dates: 2/28/2023 - 3/13/2023

Description (Payable)	Account Name	Amount
Vendor: 405850 - GERING VALLEY PLUMBING & HTG., INC.		
Fund: 207 - CIVIC CENTER		
Department: 06 - Expense		
REPAIRS ON HEATING & COOLI...	EQUIP MAINT & REPAIR	299.00
		Department 06 - Expense Total: 299.00
		Fund 207 - CIVIC CENTER Total: 299.00
		Vendor 405850 - GERING VALLEY PLUMBING & HTG., INC. Total: 299.00
Vendor: 998413 - GROUND UP CONSTRUCTION & CLEAN		
Fund: 101 - GENERAL		
Department: 10 - Administration		
JANITORIAL SERVICE-CITY HALL	BUILDING/GROUND MAINT	678.50
		Department 10 - Administration Total: 678.50
		Fund 101 - GENERAL Total: 678.50
		Vendor 998413 - GROUND UP CONSTRUCTION & CLEAN Total: 678.50
Vendor: 999199 - GWORKS		
Fund: 101 - GENERAL		
Department: 10 - Administration		
SOFTWARE RENEWAL-APRIL - J...	IT SUPPORT	908.55
		Department 10 - Administration Total: 908.55
		Fund 101 - GENERAL Total: 908.55
Fund: 130 - STREETS		
Department: 06 - Expense		
SOFTWARE RENEWAL-APRIL - J...	IT SUPPORT	302.85
		Department 06 - Expense Total: 302.85
		Fund 130 - STREETS Total: 302.85
Fund: 201 - ELECTRIC		
Department: 06 - Expense		
SOFTWARE RENEWAL-APRIL - J...	IT SUPPORT	1,211.40
		Department 06 - Expense Total: 1,211.40
		Fund 201 - ELECTRIC Total: 1,211.40
Fund: 202 - WATER		
Department: 06 - Expense		
SOFTWARE RENEWAL-APRIL - J...	IT SUPPORT	1,211.40
		Department 06 - Expense Total: 1,211.40
		Fund 202 - WATER Total: 1,211.40
Fund: 203 - WASTEWATER		
Department: 06 - Expense		
SOFTWARE RENEWAL-APRIL - J...	IT SUPPORT	1,211.40
		Department 06 - Expense Total: 1,211.40
		Fund 203 - WASTEWATER Total: 1,211.40
Fund: 204 - SANITATION		
Department: 06 - Expense		
SOFTWARE RENEWAL-APRIL - J...	IT SUPPORT	1,211.40
		Department 06 - Expense Total: 1,211.40
		Fund 204 - SANITATION Total: 1,211.40
		Vendor 999199 - GWORKS Total: 6,057.00
Vendor: 441200 - HACH COMPANY		
Fund: 202 - WATER		
Department: 06 - Expense		
Chlorine STD	DEPT OPERATING SUPPLIES	351.16
		Department 06 - Expense Total: 351.16
		Fund 202 - WATER Total: 351.16
		Vendor 441200 - HACH COMPANY Total: 351.16

CLAIMS REPORT

Post Dates: 2/28/2023 - 3/13/2023 Payment Dates: 2/28/2023 - 3/13/2023

Description (Payable)	Account Name	Amount
Vendor: 450050 - HARBOR FREIGHT TOOLS		
Fund: 130 - STREETS		
Department: 06 - Expense		
Operating Supplies	DEPT OPERATING SUPPLIES	77.96
Operating Supplies	DEPT OPERATING SUPPLIES	79.15
Operating Supplies	DEPT OPERATING SUPPLIES	-79.15
Department 06 - Expense Total:		77.96
Fund 130 - STREETS Total:		77.96
Fund: 203 - WASTEWATER		
Department: 06 - Expense		
Tools	DEPT OPERATING SUPPLIES	42.79
Department 06 - Expense Total:		42.79
Fund 203 - WASTEWATER Total:		42.79
Vendor 450050 - HARBOR FREIGHT TOOLS Total:		120.75
Vendor: 10057 - HEALTHBREAK, INC.		
Fund: 800 - HEALTH INSURANCE		
Department: 06 - Expense		
WELLNESS ADMINISTRATION-F...	WELLNESS	610.00
Department 06 - Expense Total:		610.00
Fund 800 - HEALTH INSURANCE Total:		610.00
Vendor 10057 - HEALTHBREAK, INC. Total:		610.00
Vendor: 997923 - HGTV MAGAZINE		
Fund: 101 - GENERAL		
Department: 44 - Library		
Subscription renewal	PERIODICALS	21.00
Department 44 - Library Total:		21.00
Fund 101 - GENERAL Total:		21.00
Vendor 997923 - HGTV MAGAZINE Total:		21.00
Vendor: 489620 - HOME DEPOT CREDIT SERVICES		
Fund: 205 - GOLF		
Department: 06 - Expense		
PAINTAND SUPPLIES	BUILDING/GROUND MAINT	137.46
Department 06 - Expense Total:		137.46
Fund 205 - GOLF Total:		137.46
Vendor 489620 - HOME DEPOT CREDIT SERVICES Total:		137.46
Vendor: 997948 - HYDRO OPTIMIZATION & AUTOMATION		
Fund: 202 - WATER		
Department: 06 - Expense		
Field labor	IT SUPPORT	300.00
Department 06 - Expense Total:		300.00
Fund 202 - WATER Total:		300.00
Vendor 997948 - HYDRO OPTIMIZATION & AUTOMATION Total:		300.00
Vendor: 510400 - IDEAL LAUNDRY AND CLEANERS, INC.		
Fund: 101 - GENERAL		
Department: 10 - Administration		
MATS-CITY HALL	BUILDING/GROUND MAINT	63.01
Department 10 - Administration Total:		63.01
Fund 101 - GENERAL Total:		63.01
Fund: 201 - ELECTRIC		
Department: 06 - Expense		
mats/mops	BUILDING/GROUND MAINT	135.26
Department 06 - Expense Total:		135.26
Fund 201 - ELECTRIC Total:		135.26

CLAIMS REPORT

Post Dates: 2/28/2023 - 3/13/2023 Payment Dates: 2/28/2023 - 3/13/2023

Description (Payable)	Account Name	Amount
Fund: 204 - SANITATION		
Department: 06 - Expense		
Buildings and Grounds	BUILDING/GROUND MAINT	53.05
		Department 06 - Expense Total: 53.05
		Fund 204 - SANITATION Total: 53.05
Fund: 205 - GOLF		
Department: 06 - Expense		
MATS	BUILDING/GROUND MAINT	19.42
		Department 06 - Expense Total: 19.42
		Fund 205 - GOLF Total: 19.42
Fund: 207 - CIVIC CENTER		
Department: 06 - Expense		
CLEAN TABLE DRAPES	RENTAL - EQUIPMENT	40.50
		Department 06 - Expense Total: 40.50
		Fund 207 - CIVIC CENTER Total: 40.50
		Vendor 510400 - IDEAL LAUNDRY AND CLEANERS, INC. Total: 311.24
Vendor: 998734 - INDOFF INCORPORATED		
Fund: 101 - GENERAL		
Department: 10 - Administration		
OFFICE SUPPLIES	OFFICE & BUILDING SUPPLIES	208.50
OFFICE SUPPLIES	OFFICE & BUILDING SUPPLIES	26.75
		Department 10 - Administration Total: 235.25
Department: 44 - Library		
batteries for door counters	DEPT OPERATING SUPPLIES	34.00
		Department 44 - Library Total: 34.00
		Fund 101 - GENERAL Total: 269.25
Fund: 204 - SANITATION		
Department: 06 - Expense		
Building and Office Supplies	OFFICE & BUILDING SUPPLIES	99.77
Building and Office Supplies	OFFICE & BUILDING SUPPLIES	383.69
Office and Building Supplies	OFFICE & BUILDING SUPPLIES	175.04
		Department 06 - Expense Total: 658.50
		Fund 204 - SANITATION Total: 658.50
Fund: 205 - GOLF		
Department: 06 - Expense		
HP INK CARTRIDGE/ LABELS	OFFICE & BUILDING SUPPLIES	187.72
		Department 06 - Expense Total: 187.72
		Fund 205 - GOLF Total: 187.72
		Vendor 998734 - INDOFF INCORPORATED Total: 1,115.47
Vendor: 512270 - INGRAM LIBRARY SERVICES		
Fund: 101 - GENERAL		
Department: 44 - Library		
3 books-youth services	BOOKS	43.69
1 book-adult services	BOOKS	16.48
1 book-youth services	BOOKS	11.22
21 books-adult services	BOOKS	361.72
1 book-adult services	BOOKS	17.11
		Department 44 - Library Total: 450.22
		Fund 101 - GENERAL Total: 450.22
		Vendor 512270 - INGRAM LIBRARY SERVICES Total: 450.22
Vendor: 512618 - INTERNAL REVENUE SERVICE		
Fund: 997 - PAYROLL FUND		
Department: 02 - Liability		
941 Deposit	FICA PAYABLE	24,628.42

CLAIMS REPORT

Post Dates: 2/28/2023 - 3/13/2023 Payment Dates: 2/28/2023 - 3/13/2023

Description (Payable)	Account Name	Amount
941 Deposit	FEDERAL W/H PAYABLE	14,946.98
941 Deposit	FICA PAYABLE	5,859.44
	Department 02 - Liability Total:	45,434.84
	Fund 997 - PAYROLL FUND Total:	45,434.84
	Vendor 512618 - INTERNAL REVENUE SERVICE Total:	45,434.84
Vendor: 512910 - INTERSTATE BATTERY		
Fund: 101 - GENERAL		
Department: 31 - Fire		
Battery Unit 62 FD	VEH & EQUIPMENT MAINT	144.95
	Department 31 - Fire Total:	144.95
	Fund 101 - GENERAL Total:	144.95
Fund: 201 - ELECTRIC		
Department: 06 - Expense		
battery	VEH & EQUIPMENT MAINT	144.95
	Department 06 - Expense Total:	144.95
	Fund 201 - ELECTRIC Total:	144.95
	Vendor 512910 - INTERSTATE BATTERY Total:	289.90
Vendor: 996536 - INTRALINKS, INC.		
Fund: 101 - GENERAL		
Department: 10 - Administration		
COUNCIL CHAMBERS REPAIRS	IT SUPPORT	109.97
BLOCK PURCHASE-SERVICE CO...	IT SUPPORT	510.08
BLOCK PURCHASE-SERVICE CO...	IT SUPPORT	224.00
	Department 10 - Administration Total:	844.05
Department: 22 - Eng/Bldg Inspection		
BLOCK PURCHASE-SERVICE CO...	IT SUPPORT	127.52
BLOCK PURCHASE-SERVICE CO...	IT SUPPORT	56.00
	Department 22 - Eng/Bldg Inspection Total:	183.52
Department: 31 - Fire		
BLOCK PURCHASE-SERVICE CO...	IT SUPPORT	79.70
BLOCK PURCHASE-SERVICE CO...	IT SUPPORT	35.00
	Department 31 - Fire Total:	114.70
Department: 32 - Police		
IT SERVICES	IT SUPPORT	600.00
	Department 32 - Police Total:	600.00
Department: 34 - Cemetery		
BLOCK PURCHASE-SERVICE CO...	IT SUPPORT	31.88
BLOCK PURCHASE-SERVICE CO...	IT SUPPORT	14.00
	Department 34 - Cemetery Total:	45.88
Department: 42 - Parks		
BLOCK PURCHASE-SERVICE CO...	IT SUPPORT	31.88
BLOCK PURCHASE-SERVICE CO...	IT SUPPORT	14.00
	Department 42 - Parks Total:	45.88
Department: 44 - Library		
Monthly IT contract hours	IT SUPPORT	500.00
IT support outside of contract h...	IT SUPPORT	325.00
	Department 44 - Library Total:	825.00
	Fund 101 - GENERAL Total:	2,659.03
Fund: 109 - TOURISM		
Department: 06 - Expense		
New Tourism Computer, Monit...	CAPITAL OUTLAY EQUIPMENT	2,949.70
BLOCK PURCHASE-SERVICE CO...	GVB EQUIPMENT MAINT	31.88

CLAIMS REPORT

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Description (Payable)	Account Name	Amount
BLOCK PURCHASE-SERVICE CO...	GVB EQUIPMENT MAINT	14.00
		Department 06 - Expense Total: 2,995.58
		Fund 109 - TOURISM Total: 2,995.58
Fund: 110 - RV PARK		
Department: 06 - Expense		
BLOCK PURCHASE-SERVICE CO...	IT SUPPORT	31.88
BLOCK PURCHASE-SERVICE CO...	IT SUPPORT	14.00
		Department 06 - Expense Total: 45.88
		Fund 110 - RV PARK Total: 45.88
Fund: 130 - STREETS		
Department: 06 - Expense		
BLOCK PURCHASE-SERVICE CO...	IT SUPPORT	111.58
BLOCK PURCHASE-SERVICE CO...	IT SUPPORT	49.00
		Department 06 - Expense Total: 160.58
		Fund 130 - STREETS Total: 160.58
Fund: 160 - SPECIAL PROJECTS		
Department: 44 - Library		
library upgrades	CAPITAL OUTLAY EQUIPMENT	542.22
library upgrades	CAPITAL OUTLAY EQUIPMENT	325.00
		Department 44 - Library Total: 867.22
		Fund 160 - SPECIAL PROJECTS Total: 867.22
Fund: 201 - ELECTRIC		
Department: 06 - Expense		
cable	IT SUPPORT	5.99
BLOCK PURCHASE-SERVICE CO...	IT SUPPORT	79.70
BLOCK PURCHASE-SERVICE CO...	IT SUPPORT	35.00
		Department 06 - Expense Total: 120.69
		Fund 201 - ELECTRIC Total: 120.69
Fund: 202 - WATER		
Department: 06 - Expense		
BLOCK PURCHASE-SERVICE CO...	IT SUPPORT	79.70
BLOCK PURCHASE-SERVICE CO...	IT SUPPORT	35.00
		Department 06 - Expense Total: 114.70
		Fund 202 - WATER Total: 114.70
Fund: 203 - WASTEWATER		
Department: 06 - Expense		
BLOCK PURCHASE-SERVICE CO...	IT SUPPORT	79.70
BLOCK PURCHASE-SERVICE CO...	IT SUPPORT	35.00
		Department 06 - Expense Total: 114.70
		Fund 203 - WASTEWATER Total: 114.70
Fund: 204 - SANITATION		
Department: 06 - Expense		
BLOCK PURCHASE-SERVICE CO...	IT SUPPORT	239.10
BLOCK PURCHASE-SERVICE CO...	IT SUPPORT	105.00
		Department 06 - Expense Total: 344.10
		Fund 204 - SANITATION Total: 344.10
Fund: 205 - GOLF		
Department: 06 - Expense		
BLOCK PURCHASE-SERVICE CO...	IT SUPPORT	79.70
BLOCK PURCHASE-SERVICE CO...	IT SUPPORT	35.00
		Department 06 - Expense Total: 114.70
		Fund 205 - GOLF Total: 114.70

CLAIMS REPORT

Post Dates: 2/28/2023 - 3/13/2023 Payment Dates: 2/28/2023 - 3/13/2023

Description (Payable)	Account Name	Amount
Fund: 207 - CIVIC CENTER		
Department: 06 - Expense		
BLOCK PURCHASE-SERVICE CO...	IT SUPPORT	79.70
BLOCK PURCHASE-SERVICE CO...	IT SUPPORT	35.00
		Department 06 - Expense Total: 114.70
		Fund 207 - CIVIC CENTER Total: 114.70
		Vendor 996536 - INTRALINKS, INC. Total: 7,651.88
 Vendor: 999073 - J RODZ		
Fund: 101 - GENERAL		
Department: 32 - Police		
PD TOW 02/27/23	TOWING & STORAGE	125.00
		Department 32 - Police Total: 125.00
		Fund 101 - GENERAL Total: 125.00
		Vendor 999073 - J RODZ Total: 125.00
 Vendor: 999393 - JOHN HANCOCK USA FIRE		
Fund: 997 - PAYROLL FUND		
Department: 02 - Liability		
PAYROLL CLAIMS	PENSION PAYABLE	690.93
		Department 02 - Liability Total: 690.93
		Fund 997 - PAYROLL FUND Total: 690.93
		Vendor 999393 - JOHN HANCOCK USA FIRE Total: 690.93
 Vendor: 999136 - JOHN HANCOCK USA POLICE		
Fund: 997 - PAYROLL FUND		
Department: 02 - Liability		
PAYROLL CLAIMS	PENSION PAYABLE	7,915.72
		Department 02 - Liability Total: 7,915.72
		Fund 997 - PAYROLL FUND Total: 7,915.72
		Vendor 999136 - JOHN HANCOCK USA POLICE Total: 7,915.72
 Vendor: 996767 - JOHN HANCOCK USA		
Fund: 997 - PAYROLL FUND		
Department: 02 - Liability		
PAYROLL CLAIMS	PENSION PAYABLE	228.36
PAYROLL CLAIMS	PENSION PAYABLE	14,354.62
		Department 02 - Liability Total: 14,582.98
		Fund 997 - PAYROLL FUND Total: 14,582.98
		Vendor 996767 - JOHN HANCOCK USA Total: 14,582.98
 Vendor: 525500 - JOHNSON CASHWAY CO.		
Fund: 202 - WATER		
Department: 06 - Expense		
Concrete forms	REPAIRS-WTR MAINS/SERVICE L...	51.56
		Department 06 - Expense Total: 51.56
		Fund 202 - WATER Total: 51.56
 Fund: 205 - GOLF		
Department: 06 - Expense		
INSULATION FOR CLUB HOUSE	CLUBHOUSE BUILDING REPAIR	69.29
		Department 06 - Expense Total: 69.29
		Fund 205 - GOLF Total: 69.29
		Vendor 525500 - JOHNSON CASHWAY CO. Total: 120.85

CLAIMS REPORT

Post Dates: 2/28/2023 - 3/13/2023 Payment Dates: 2/28/2023 - 3/13/2023

Description (Payable)	Account Name	Amount
Vendor: 566450 - KOIS BROTHERS EQUIPMENT CO.		
Fund: 203 - WASTEWATER		
Department: 06 - Expense		
Sewer Jet	VEH & EQUIPMENT MAINT	767.59
		Department 06 - Expense Total: 767.59
		Fund 203 - WASTEWATER Total: 767.59
		Vendor 566450 - KOIS BROTHERS EQUIPMENT CO. Total: 767.59
 Vendor: 580310 - LEAGUE ASSOC./RISK MANAGEMENT		
Fund: 130 - STREETS		
Department: 06 - Expense		
Property Insurance	PROPERTY INSURANCE	1,094.34
		Department 06 - Expense Total: 1,094.34
		Fund 130 - STREETS Total: 1,094.34
		Vendor 580310 - LEAGUE ASSOC./RISK MANAGEMENT Total: 1,094.34
 Vendor: 580350 - LEAGUE OF NE. MUNICIPALITIES		
Fund: 101 - GENERAL		
Department: 10 - Administration		
MIDWINTER CONFERENCE-HEA...	TRAINING & CONFERENCES	447.00
MIDWINTER CONFERENCE-HEA...	COUNCIL CONF & TRAVEL	447.00
		Department 10 - Administration Total: 894.00
		Fund 101 - GENERAL Total: 894.00
		Vendor 580350 - LEAGUE OF NE. MUNICIPALITIES Total: 894.00
 Vendor: 999792 - LEE ENTERPRISES		
Fund: 101 - GENERAL		
Department: 10 - Administration		
MEETING MINUTES	PUBLICATIONS	200.99
MEETING NOTICE	PUBLICATIONS	24.83
MEETING NOTICE	PUBLICATIONS	305.64
ADMIN COMMITTEE MEETING ...	PUBLICATIONS	11.88
		Department 10 - Administration Total: 543.34
Department: 42 - Parks		
REC COMMITTEE MEETING NOT...	OTHER PROFESSIONAL SERVICES	11.88
		Department 42 - Parks Total: 11.88
		Fund 101 - GENERAL Total: 555.22
		Vendor 999792 - LEE ENTERPRISES Total: 555.22
 Vendor: 997302 - LOGOZ LLC		
Fund: 101 - GENERAL		
Department: 10 - Administration		
2 LONG SLEEVE CITY SHIRTS	DEPT OPERATING SUPPLIES	20.00
		Department 10 - Administration Total: 20.00
Department: 31 - Fire		
Name badge for uniform	UNIFORMS/PPE	10.00
Jr Fire Patrol Uniforms	UNIFORMS/PPE	611.00
		Department 31 - Fire Total: 621.00
		Fund 101 - GENERAL Total: 641.00
Fund: 109 - TOURISM		
Department: 06 - Expense		
2 LONG SLEEVE CITY SHIRTS	DEPT OPERATING SUPPLIES	20.00
		Department 06 - Expense Total: 20.00
		Fund 109 - TOURISM Total: 20.00
		Vendor 997302 - LOGOZ LLC Total: 661.00

CLAIMS REPORT

Post Dates: 2/28/2023 - 3/13/2023 Payment Dates: 2/28/2023 - 3/13/2023

Description (Payable)	Account Name	Amount
Vendor: 996929 - MARRIOTT CORNHUSKER HOTEL		
Fund: 101 - GENERAL		
Department: 10 - Administration		
CONFERENCE-SEPTEMBER-KAU...	COUNCIL CONF & TRAVEL	218.00
CONFERENCE-SEPTEMBER=HE...	TRAINING & CONFERENCES	218.00
HOTEL-CONFERENCE HEATH/E...	TRAINING & CONFERENCES	220.00
HOTEL-CONFERENCE HEATH/E...	COUNCIL CONF & TRAVEL	220.00
Department 10 - Administration Total:		876.00
Fund 101 - GENERAL Total:		876.00
Vendor 996929 - MARRIOTT CORNHUSKER HOTEL Total:		876.00
Vendor: 615800 - MASEK DISTRIBUTING INC		
Fund: 205 - GOLF		
Department: 06 - Expense		
HOLD DOWN BOLTS/STRAPS	GOLF EQUIPMENT REPAIR	49.08
Department 06 - Expense Total:		49.08
Fund 205 - GOLF Total:		49.08
Vendor 615800 - MASEK DISTRIBUTING INC Total:		49.08
Vendor: 997040 - MATHESON TRI-GAS INC		
Fund: 204 - SANITATION		
Department: 06 - Expense		
Dept Operating Expenses	DEPT OPERATING SUPPLIES	46.07
Dept. Operating Expense	DEPT OPERATING SUPPLIES	46.07
Department 06 - Expense Total:		92.14
Fund 204 - SANITATION Total:		92.14
Vendor 997040 - MATHESON TRI-GAS INC Total:		92.14
Vendor: 998420 - MATTHEW HUTT PH.D.		
Fund: 101 - GENERAL		
Department: 32 - Police		
PRE EMPLOYMENT EVALUTION ...	OTHER PROFESSIONAL SERVICES	450.00
Department 32 - Police Total:		450.00
Fund 101 - GENERAL Total:		450.00
Vendor 998420 - MATTHEW HUTT PH.D. Total:		450.00
Vendor: 641700 - MEAT SHOPPE		
Fund: 207 - CIVIC CENTER		
Department: 06 - Expense		
FOOD & RENTAL EXPENSE (TAB...	RENTAL - EQUIPMENT	1.55
FOOD & RENTAL EXPENSE (TAB...	CATERING COSTS	305.33
FOOD & RENTAL EXPENSE (TAB...	RENTAL - EQUIPMENT	1.55
FOOD & RENTAL EXPENSE (TAB...	CATERING COSTS	317.70
FOOD & RENAL EXPENSE (TABL...	RENTAL - EQUIPMENT	128.85
FOOD & RENAL EXPENSE (TABL...	CATERING COSTS	206.00
FOOD	CATERING COSTS	253.15
FOOD	CATERING COSTS	82.71
CLEAN-UP	RENTAL - EQUIPMENT	15.00
FOOD & RENTAL EXPENSE (TAB...	RENTAL - EQUIPMENT	1.55
FOOD & RENTAL EXPENSE (TAB...	CATERING COSTS	1,486.40
FOOD & RENTAL EXPENSE (TAB...	RENTAL - EQUIPMENT	21.70
FOOD & RENTAL EXPENSE (TAB...	CATERING COSTS	268.52
FOOD & RENTAL EXPENSE (TAB...	RENTAL - EQUIPMENT	79.45
FOOD & RENTAL EXPENSE (TAB...	CATERING COSTS	2,630.90
CONTRACT OF SERVIES #1	MANAGEMENT CONTRACT	4,406.98
Department 06 - Expense Total:		10,207.34
Fund 207 - CIVIC CENTER Total:		10,207.34
Vendor 641700 - MEAT SHOPPE Total:		10,207.34

CLAIMS REPORT

Post Dates: 2/28/2023 - 3/13/2023 Payment Dates: 2/28/2023 - 3/13/2023

Description (Payable)	Account Name	Amount
Vendor: 10111 - MEL'S MOBILE LOCK & KEY		
Fund: 101 - GENERAL		
Department: 42 - Parks		
CLOSER REPAIRED @ CIVIC PLA...	BUILDING/GROUND MAINT	542.00
		Department 42 - Parks Total: 542.00
		Fund 101 - GENERAL Total: 542.00
Fund: 201 - ELECTRIC		
Department: 06 - Expense		
lock repair	BUILDING/GROUND MAINT	80.00
		Department 06 - Expense Total: 80.00
		Fund 201 - ELECTRIC Total: 80.00
		Vendor 10111 - MEL'S MOBILE LOCK & KEY Total: 622.00
Vendor: 996404 - MENARDS		
Fund: 101 - GENERAL		
Department: 22 - Eng/Bldg Inspection		
Rebar for survey staking	DEPT OPERATING SUPPLIES	11.95
22' ladder for inspections	DEPT OPERATING SUPPLIES	229.00
		Department 22 - Eng/Bldg Inspection Total: 240.95
Department: 41 - Pool		
SAFETY SPIKES	SAFETY	39.96
		Department 41 - Pool Total: 39.96
		Fund 101 - GENERAL Total: 280.91
Fund: 110 - RV PARK		
Department: 06 - Expense		
SHOWERHEAD	BUILDING/GROUND MAINT	19.98
		Department 06 - Expense Total: 19.98
		Fund 110 - RV PARK Total: 19.98
Fund: 130 - STREETS		
Department: 06 - Expense		
Operating Supplies	DEPT OPERATING SUPPLIES	417.06
		Department 06 - Expense Total: 417.06
		Fund 130 - STREETS Total: 417.06
Fund: 201 - ELECTRIC		
Department: 06 - Expense		
SAFETY SPIKES	SAFETY	9.99
blades	DEPT OPERATING SUPPLIES	36.90
		Department 06 - Expense Total: 46.89
		Fund 201 - ELECTRIC Total: 46.89
Fund: 202 - WATER		
Department: 06 - Expense		
Dept supplies	DEPT OPERATING SUPPLIES	15.20
SAFETY SPIKES	SAFETY SUPPLIES & UNIFORMS	9.99
		Department 06 - Expense Total: 25.19
		Fund 202 - WATER Total: 25.19
Fund: 204 - SANITATION		
Department: 06 - Expense		
Buildings and Grounds	BUILDING/GROUND MAINT	80.91
SAFETY SPIKES	SAFETY	49.95
		Department 06 - Expense Total: 130.86
		Fund 204 - SANITATION Total: 130.86
Fund: 205 - GOLF		
Department: 06 - Expense		
SAFETY SPIKES	SAFETY	29.97

CLAIMS REPORT

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Description (Payable)	Account Name	Amount
BASE BOARD FOR RESTROOM	BUILDING/GROUND MAINT	31.48
		Department 06 - Expense Total: 61.45
		Fund 205 - GOLF Total: 61.45
		Vendor 996404 - MENARDS Total: 982.34
 Vendor: 645450 - MIDTOWN ANIMAL HOSPITAL, P.C.		
Fund: 101 - GENERAL		
Department: 32 - Police		
ROSCO VET BILL	K-9 EXPENSES	51.50
		Department 32 - Police Total: 51.50
		Fund 101 - GENERAL Total: 51.50
		Vendor 645450 - MIDTOWN ANIMAL HOSPITAL, P.C. Total: 51.50
 Vendor: 998025 - MIDWEST CONNECT		
Fund: 201 - ELECTRIC		
Department: 06 - Expense		
UTILITY BILL MAILINGS	OTHER PROFESSIONAL SERVICES	90.10
UTILITY BILL MAILINGS	OTHER PROFESSIONAL SERVICES	859.44
		Department 06 - Expense Total: 949.54
		Fund 201 - ELECTRIC Total: 949.54
 Fund: 202 - WATER		
Department: 06 - Expense		
UTILITY BILL MAILINGS	OTHER PROFESSIONAL SERVICES	90.10
UTILITY BILL MAILINGS	OTHER PROFESSIONAL SERVICES	859.44
		Department 06 - Expense Total: 949.54
		Fund 202 - WATER Total: 949.54
 Fund: 203 - WASTEWATER		
Department: 06 - Expense		
UTILITY BILL MAILINGS	OTHER PROFESSIONAL SERVICES	90.10
UTILITY BILL MAILINGS	OTHER PROFESSIONAL SERVICES	859.44
		Department 06 - Expense Total: 949.54
		Fund 203 - WASTEWATER Total: 949.54
 Fund: 204 - SANITATION		
Department: 06 - Expense		
UTILITY BILL MAILINGS	OTHER PROFESSIONAL SERVICES	90.09
UTILITY BILL MAILINGS	OTHER PROFESSIONAL SERVICES	859.46
		Department 06 - Expense Total: 949.55
		Fund 204 - SANITATION Total: 949.55
		Vendor 998025 - MIDWEST CONNECT Total: 3,798.17
 Vendor: 655200 - MOBIUS COMMUNICATIONS COMPANY		
Fund: 203 - WASTEWATER		
Department: 06 - Expense		
security	IT SUPPORT	30.00
		Department 06 - Expense Total: 30.00
		Fund 203 - WASTEWATER Total: 30.00
		Vendor 655200 - MOBIUS COMMUNICATIONS COMPANY Total: 30.00
 Vendor: 675600 - MURPHY TRACTOR & EQUIPMENT CO.		
Fund: 130 - STREETS		
Department: 06 - Expense		
2023 JD WHEEL LOADER	CAPITAL OUTLAY EQUIPMENT	186,250.00
JD LOADER - BUCKET & FORKS	CAPITAL OUTLAY EQUIPMENT	40,750.00
		Department 06 - Expense Total: 227,000.00
		Fund 130 - STREETS Total: 227,000.00
		Vendor 675600 - MURPHY TRACTOR & EQUIPMENT CO. Total: 227,000.00

CLAIMS REPORT

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Description (Payable)	Account Name	Amount
Vendor: 675955 - MUTUAL OF OMAHA		
Fund: 800 - HEALTH INSURANCE		
Department: 06 - Expense		
LIFE INS PREMIUMS-MARCH	PREMIUM EXPENSE	4,256.01
		Department 06 - Expense Total: 4,256.01
		Fund 800 - HEALTH INSURANCE Total: 4,256.01
		Vendor 675955 - MUTUAL OF OMAHA Total: 4,256.01
 Vendor: 679090 - NE CHILD SUPPORT PAYMENT CENTE		
Fund: 997 - PAYROLL FUND		
Department: 02 - Liability		
CHILD SUPPORT PAYMENT	CHILD SUPPORT PAYABLE	462.93
CHILD SUPPORT PAYMENT	CHILD SUPPORT PAYABLE	160.62
		Department 02 - Liability Total: 623.55
		Fund 997 - PAYROLL FUND Total: 623.55
		Vendor 679090 - NE CHILD SUPPORT PAYMENT CENTE Total: 623.55
 Vendor: 680100 - NE. FIRE CHIEFS ASSOCIATION		
Fund: 101 - GENERAL		
Department: 31 - Fire		
Leadership Class 13 attending	TRAINING & CONFERENCES	975.00
		Department 31 - Fire Total: 975.00
		Fund 101 - GENERAL Total: 975.00
		Vendor 680100 - NE. FIRE CHIEFS ASSOCIATION Total: 975.00
 Vendor: 680745 - NE. MUNICIPAL FIRE CHIEFS		
Fund: 101 - GENERAL		
Department: 31 - Fire		
NE Chief Dues	DUES & SUBSCRIPTIONS	503.00
		Department 31 - Fire Total: 503.00
		Fund 101 - GENERAL Total: 503.00
		Vendor 680745 - NE. MUNICIPAL FIRE CHIEFS Total: 503.00
 Vendor: 680750 - NEBRASKA MUNICIPAL POWER POOL		
Fund: 101 - GENERAL		
Department: 10 - Administration		
SCHOLARSHIP RETURN-MARTIN...	TRAINING & CONFERENCES	115.00
		Department 10 - Administration Total: 115.00
		Fund 101 - GENERAL Total: 115.00
		Vendor 680750 - NEBRASKA MUNICIPAL POWER POOL Total: 115.00
 Vendor: 996814 - NEBRASKA PUBLIC POWER DISTRICT		
Fund: 202 - WATER		
Department: 06 - Expense		
Gueck	UTILITIES	3,611.55
		Department 06 - Expense Total: 3,611.55
		Fund 202 - WATER Total: 3,611.55
		Vendor 996814 - NEBRASKA PUBLIC POWER DISTRICT Total: 3,611.55
 Vendor: 681700 - NEBRASKA UNEMPLOYMENT		
Fund: 101 - GENERAL		
Department: 42 - Parks		
UNEMPLOYMENT CLAIM-PARKS	UNEMPLOYMENT COST	1,227.28
		Department 42 - Parks Total: 1,227.28
		Fund 101 - GENERAL Total: 1,227.28
		Vendor 681700 - NEBRASKA UNEMPLOYMENT Total: 1,227.28

CLAIMS REPORT

Post Dates: 2/28/2023 - 3/13/2023 Payment Dates: 2/28/2023 - 3/13/2023

Description (Payable)	Account Name	Amount
Vendor: 681950 - NKC TIRE		
Fund: 101 - GENERAL		
Department: 34 - Cemetery		
REPAIR	VEH & EQUIPMENT MAINT	101.89
		101.89
Department 34 - Cemetery Total:		101.89
Fund 101 - GENERAL Total:		101.89
Vendor 681950 - NKC TIRE Total:		101.89
Vendor: 680700 - NMC INCORPORATED		
Fund: 130 - STREETS		
Department: 06 - Expense		
Vehicle & Equipment Repair -co...	VEH & EQUIPMENT MAINT	-622.91
		-622.91
Department 06 - Expense Total:		-622.91
Fund 130 - STREETS Total:		-622.91
Vendor 680700 - NMC INCORPORATED Total:		-622.91
Vendor: 996897 - OCLC, INC.		
Fund: 101 - GENERAL		
Department: 44 - Library		
Lender Compensation Credit Jul...	ONLINE RESOURCES	-414.40
TO MOVE CREDIT FROM WRON...	DEPT OPERATING SUPPLIES	-176.70
Lender Compensation Credit	ONLINE RESOURCES	-596.96
Lender compensation credit	ONLINE RESOURCES	-243.20
Cataloging and Metadata Subscr..	ONLINE RESOURCES	171.34
		-1,259.92
Department 44 - Library Total:		-1,259.92
Fund 101 - GENERAL Total:		-1,259.92
Vendor 996897 - OCLC, INC. Total:		-1,259.92
Vendor: 997546 - ONE CALL CONCEPTS, INC		
Fund: 130 - STREETS		
Department: 06 - Expense		
LOCATE FEES	OTHER PROFESSIONAL SERVICES	9.06
		9.06
Department 06 - Expense Total:		9.06
Fund 130 - STREETS Total:		9.06
Fund: 201 - ELECTRIC		
Department: 06 - Expense		
LOCATE FEES	OTHER PROFESSIONAL SERVICES	9.04
		9.04
Department 06 - Expense Total:		9.04
Fund 201 - ELECTRIC Total:		9.04
Fund: 202 - WATER		
Department: 06 - Expense		
LOCATE FEES	OTHER PROFESSIONAL SERVICES	9.04
		9.04
Department 06 - Expense Total:		9.04
Fund 202 - WATER Total:		9.04
Fund: 203 - WASTEWATER		
Department: 06 - Expense		
LOCATE FEES	OTHER PROFESSIONAL SERVICES	9.04
		9.04
Department 06 - Expense Total:		9.04
Fund 203 - WASTEWATER Total:		9.04
Vendor 997546 - ONE CALL CONCEPTS, INC Total:		36.18

CLAIMS REPORT

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Description (Payable)	Account Name	Amount
Vendor: 10004 - OPEN A NINE, LLC		
Fund: 130 - STREETS		
Department: 06 - Expense		
Vehicle & Equipment Repair	VEH & EQUIPMENT MAINT	15,118.95
		Department 06 - Expense Total: 15,118.95
		Fund 130 - STREETS Total: 15,118.95
		Vendor 10004 - OPEN A NINE, LLC Total: 15,118.95
Vendor: 703400 - PANHANDLE CONCRETE PROD. INC.		
Fund: 201 - ELECTRIC		
Department: 06 - Expense		
concrete pads	CAPITAL IMPROVEMENTS	2,324.00
		Department 06 - Expense Total: 2,324.00
		Fund 201 - ELECTRIC Total: 2,324.00
		Vendor 703400 - PANHANDLE CONCRETE PROD. INC. Total: 2,324.00
Vendor: 703450 - PANHANDLE COOP ASSOCIATION		
Fund: 101 - GENERAL		
Department: 01 - Asset		
gasoline	INVENTORY - UNLEADED GAS	2,690.64
gasoline	INVENTORY - UNLEADED GAS	8,584.00
		Department 01 - Asset Total: 11,274.64
		Fund 101 - GENERAL Total: 11,274.64
Fund: 204 - SANITATION		
Department: 06 - Expense		
Filters, Fuel and Tires	FUEL, FILTERS & TIRES	1,497.28
		Department 06 - Expense Total: 1,497.28
		Fund 204 - SANITATION Total: 1,497.28
		Vendor 703450 - PANHANDLE COOP ASSOCIATION Total: 12,771.92
Vendor: 352150 - PANHANDLE ENVIRONMENTAL SERVICE, INC.		
Fund: 202 - WATER		
Department: 06 - Expense		
Lab	LAB SERVICE	50.00
Lab	LAB SERVICE	50.00
		Department 06 - Expense Total: 100.00
		Fund 202 - WATER Total: 100.00
Fund: 203 - WASTEWATER		
Department: 06 - Expense		
Lab	LAB SERVICE	642.00
Lab	LAB SERVICE	754.00
		Department 06 - Expense Total: 1,396.00
		Fund 203 - WASTEWATER Total: 1,396.00
		Vendor 352150 - PANHANDLE ENVIRONMENTAL SERVICE, INC. Total: 1,496.00
Vendor: 703750 - PANHANDLE GOLF ASSOCIATION		
Fund: 205 - GOLF		
Department: 06 - Expense		
GOLF ASSOCIATION DUES	DUES & SUBSCRIPTIONS	100.00
		Department 06 - Expense Total: 100.00
		Fund 205 - GOLF Total: 100.00
		Vendor 703750 - PANHANDLE GOLF ASSOCIATION Total: 100.00

CLAIMS REPORT

Post Dates: 2/28/2023 - 3/13/2023 Payment Dates: 2/28/2023 - 3/13/2023

Description (Payable)	Account Name	Amount
Vendor: 527500 - PATTLEN ENTERPRISES, INC		
Fund: 107 - SINKING		
Department: 06 - Expense		
2019 TORO GROUNDSMASTER ... CAPITAL OUTLAY		54,500.00
	Department 06 - Expense Total:	54,500.00
	Fund 107 - SINKING Total:	54,500.00
Fund: 205 - GOLF		
Department: 06 - Expense		
BLADE, BEARING	SPRINKLER REPAIRS	669.93
SPRINKLER PARTS	GOLF EQUIPMENT REPAIR	5,525.45
	Department 06 - Expense Total:	6,195.38
	Fund 205 - GOLF Total:	6,195.38
	Vendor 527500 - PATTLEN ENTERPRISES, INC Total:	60,695.38
Vendor: 758700 - PAUL REED CONSTRUCTION & SUPP		
Fund: 130 - STREETS		
Department: 06 - Expense		
Vehicle & Equipment Maintena... VEH & EQUIPMENT MAINT		1,885.00
	Department 06 - Expense Total:	1,885.00
	Fund 130 - STREETS Total:	1,885.00
	Vendor 758700 - PAUL REED CONSTRUCTION & SUPP Total:	1,885.00
Vendor: 738470 - POWERPLAN OIB		
Fund: 130 - STREETS		
Department: 06 - Expense		
Vehicle & Equipment Repair	VEH & EQUIPMENT MAINT	6.76
	Department 06 - Expense Total:	6.76
	Fund 130 - STREETS Total:	6.76
	Vendor 738470 - POWERPLAN OIB Total:	6.76
Vendor: 999785 - PRECISION AIR		
Fund: 205 - GOLF		
Department: 06 - Expense		
REPAIR ICE MACHINE	RESTAURANT EXPENSE	163.97
	Department 06 - Expense Total:	163.97
	Fund 205 - GOLF Total:	163.97
	Vendor 999785 - PRECISION AIR Total:	163.97
Vendor: 998154 - PT HOSE AND BEARING		
Fund: 130 - STREETS		
Department: 06 - Expense		
Operating Supplies	DEPT OPERATING SUPPLIES	0.86
Operating Supplies	DEPT OPERATING SUPPLIES	0.30
	Department 06 - Expense Total:	1.16
	Fund 130 - STREETS Total:	1.16
Fund: 202 - WATER		
Department: 06 - Expense		
Power washer	DEPT OPERATING SUPPLIES	1.35
	Department 06 - Expense Total:	1.35
	Fund 202 - WATER Total:	1.35
	Vendor 998154 - PT HOSE AND BEARING Total:	2.51
Vendor: 760389 - REGIONAL CARE INC.		
Fund: 800 - HEALTH INSURANCE		
Department: 06 - Expense		
FLEX CARD CLAIMS 2/28/23	FLEX BENEFIT EXPENSE	372.40
CLAIMS WEEK OF 2/28/23	CLAIMS EXPENSE	15,000.52
HEALTH INSURANCE PREMIUM	PREMIUM EXPENSE	39,716.11

CLAIMS REPORT

Post Dates: 2/28/2023 - 3/13/2023 Payment Dates: 2/28/2023 - 3/13/2023

Description (Payable)	Account Name	Amount
CLAIMS - WEEK OF 3/7/23	CLAIMS EXPENSE	22,709.95
Department 06 - Expense Total:		77,798.98
Fund 800 - HEALTH INSURANCE Total:		77,798.98
Vendor 760389 - REGIONAL CARE INC. Total:		77,798.98
Vendor: 369890 - RIVERSTONE BANK		
Fund: 997 - PAYROLL FUND		
Department: 02 - Liability		
PAYROLL CLAIMS	IBEW UNION DUES PAYABLE	573.00
Department 02 - Liability Total:		573.00
Fund 997 - PAYROLL FUND Total:		573.00
Vendor 369890 - RIVERSTONE BANK Total:		573.00
Vendor: 793200 - SANDBERG IMPLEMENT, INC.		
Fund: 101 - GENERAL		
Department: 34 - Cemetery		
PRIMER BULBS FOR TRIMMES/...	VEH & EQUIPMENT MAINT	13.20
Department 34 - Cemetery Total:		13.20
Department: 42 - Parks		
KUBOTA RTV900 REPAIR	VEH & EQUIPMENT MAINT	595.29
DOOR HINGES KABOTA	VEH & EQUIPMENT MAINT	86.30
Department 42 - Parks Total:		681.59
Fund 101 - GENERAL Total:		694.79
Fund: 201 - ELECTRIC		
Department: 06 - Expense		
filter	VEH & EQUIPMENT MAINT	10.45
Department 06 - Expense Total:		10.45
Fund 201 - ELECTRIC Total:		10.45
Fund: 205 - GOLF		
Department: 06 - Expense		
FILTERS FOR KUBOTA	GOLF EQUIPMENT REPAIR	197.00
Department 06 - Expense Total:		197.00
Fund 205 - GOLF Total:		197.00
Vendor 793200 - SANDBERG IMPLEMENT, INC. Total:		902.24
Vendor: 803700 - SCB. COUNTY SHERIFF OFFICE		
Fund: 101 - GENERAL		
Department: 32 - Police		
CIVIL PAPERS ANDRES CASAS	STATE & COURT FEES	20.64
CIVIL PAPERS MARIANA AYALA	STATE & COURT FEES	33.84
CIVIL PAPERS ERICA GALINDO	STATE & COURT FEES	9.00
CIVIL PAPERS MARCOS GALINDO	STATE & COURT FEES	29.88
Department 32 - Police Total:		93.36
Fund 101 - GENERAL Total:		93.36
Vendor 803700 - SCB. COUNTY SHERIFF OFFICE Total:		93.36
Vendor: 803250 - SCOTTS BLUFF CO. CONSOLIDATED		
Fund: 205 - GOLF		
Department: 06 - Expense		
ALARM PERMIT FEE PRO SHOP	DUES & SUBSCRIPTIONS	90.00
ALARM PERMIT FEE-RESTAUR...	DUES & SUBSCRIPTIONS	90.00
Department 06 - Expense Total:		180.00
Fund 205 - GOLF Total:		180.00
Vendor 803250 - SCOTTS BLUFF CO. CONSOLIDATED Total:		180.00
Vendor: 803350 - SCOTTS BLUFF COUNTY COURT		
Fund: 101 - GENERAL		
Department: 32 - Police		
COURT COSTS	STATE & COURT FEES	17.00

CLAIMS REPORT

Post Dates: 2/28/2023 - 3/13/2023 Payment Dates: 2/28/2023 - 3/13/2023

Description (Payable)	Account Name	Amount
COURT COSTS	STATE & COURT FEES	54.00
	Department 32 - Police Total:	71.00
	Fund 101 - GENERAL Total:	71.00
Fund: 997 - PAYROLL FUND		
Department: 02 - Liability		
GARNISHMENT	GARNISHMENTS PAYABLE	325.21
	Department 02 - Liability Total:	325.21
	Fund 997 - PAYROLL FUND Total:	325.21
	Vendor 803350 - SCOTTS BLUFF COUNTY COURT Total:	396.21
Vendor: 804250 - SCOTTSBLUFF-GERING UNITED WAY		
Fund: 997 - PAYROLL FUND		
Department: 02 - Liability		
PAYROLL CLAIMS	UNITED WAY PAYABLE	221.25
	Department 02 - Liability Total:	221.25
	Fund 997 - PAYROLL FUND Total:	221.25
	Vendor 804250 - SCOTTSBLUFF-GERING UNITED WAY Total:	221.25
Vendor: 976200 - SHAWNA WINCHELL		
Fund: 207 - CIVIC CENTER		
Department: 06 - Expense		
CLEANING HALLS, BATHS , & OF... OTHER PROFESSIONAL SERVICES		560.00
	Department 06 - Expense Total:	560.00
	Fund 207 - CIVIC CENTER Total:	560.00
	Vendor 976200 - SHAWNA WINCHELL Total:	560.00
Vendor: 820550 - SIMON CONTRACTORS		
Fund: 130 - STREETS		
Department: 06 - Expense		
Street Repairs	STREET MAINTENANCE & REPAIR	4,346.55
	Department 06 - Expense Total:	4,346.55
	Fund 130 - STREETS Total:	4,346.55
	Vendor 820550 - SIMON CONTRACTORS Total:	4,346.55
Vendor: 999246 - SPEAK WRITE		
Fund: 101 - GENERAL		
Department: 32 - Police		
TRANSCRIPTION SERVICE	INVESTGATIVE EXPENSES	243.74
	Department 32 - Police Total:	243.74
	Fund 101 - GENERAL Total:	243.74
	Vendor 999246 - SPEAK WRITE Total:	243.74
Vendor: 850350 - STAPLES CREDIT PLAN		
Fund: 101 - GENERAL		
Department: 31 - Fire		
file folders	DEPT OPERATING SUPPLIES	110.73
	Department 31 - Fire Total:	110.73
	Fund 101 - GENERAL Total:	110.73
Fund: 202 - WATER		
Department: 06 - Expense		
Chair	DEPT OPERATING SUPPLIES	209.98
	Department 06 - Expense Total:	209.98
	Fund 202 - WATER Total:	209.98
	Vendor 850350 - STAPLES CREDIT PLAN Total:	320.71

CLAIMS REPORT

Post Dates: 2/28/2023 - 3/13/2023 Payment Dates: 2/28/2023 - 3/13/2023

Description (Payable)	Account Name	Amount
Vendor: 997058 - SUGAR VALLEY FEDERAL CREDIT		
Fund: 997 - PAYROLL FUND		
Department: 02 - Liability		
PAYROLL CLAIMS	CREDIT UNION PAYABLE	528.37
		Department 02 - Liability Total: 528.37
		Fund 997 - PAYROLL FUND Total: 528.37
		Vendor 997058 - SUGAR VALLEY FEDERAL CREDIT Total: 528.37
 Vendor: 875990 - TAYLOR MADE GOLF COMPANY		
Fund: 205 - GOLF		
Department: 06 - Expense		
Pro Shop Merchandise	PRO SHOP MERCHANDISE	268.42
Pro Shop Merchandise	PRO SHOP MERCHANDISE	3,530.50
PRO SHOP MERCHANDISE	PRO SHOP MERCHANDISE	290.95
Pro Shop Merchandise	PRO SHOP MERCHANDISE	141.61
		Department 06 - Expense Total: 4,231.48
		Fund 205 - GOLF Total: 4,231.48
		Vendor 875990 - TAYLOR MADE GOLF COMPANY Total: 4,231.48
 Vendor: 878145 - TEAM CHEVROLET		
Fund: 101 - GENERAL		
Department: 32 - Police		
MARCH WING LEASE	WING VEHICLE LEASE	375.00
		Department 32 - Police Total: 375.00
		Fund 101 - GENERAL Total: 375.00
		Vendor 878145 - TEAM CHEVROLET Total: 375.00
 Vendor: 998938 - THE TORO COMPANY		
Fund: 205 - GOLF		
Department: 06 - Expense		
SOFTWARE	SOFTWARE LICENSING	155.00
		Department 06 - Expense Total: 155.00
		Fund 205 - GOLF Total: 155.00
		Vendor 998938 - THE TORO COMPANY Total: 155.00
 Vendor: 999272 - TRANSUNION RISK AND ALTERNATIV		
Fund: 101 - GENERAL		
Department: 32 - Police		
INVESTIGATION PHONE SEARCH	DUES & SUBSCRIPTIONS	75.00
		Department 32 - Police Total: 75.00
		Fund 101 - GENERAL Total: 75.00
		Vendor 999272 - TRANSUNION RISK AND ALTERNATIV Total: 75.00
 Vendor: 10135 - TRANSWEST		
Fund: 101 - GENERAL		
Department: 32 - Police		
GLEIM VEHICLE REPAIR	VEH & EQUIP MAINTANCE	2,124.43
		Department 32 - Police Total: 2,124.43
		Fund 101 - GENERAL Total: 2,124.43
Fund: 201 - ELECTRIC		
Department: 06 - Expense		
bolt	VEH & EQUIPMENT MAINT	0.57
core return	VEH & EQUIPMENT MAINT	-77.00
		Department 06 - Expense Total: -76.43
		Fund 201 - ELECTRIC Total: -76.43
		Vendor 10135 - TRANSWEST Total: 2,048.00

CLAIMS REPORT

Post Dates: 2/28/2023 - 3/13/2023 Payment Dates: 2/28/2023 - 3/13/2023

Description (Payable)	Account Name	Amount
Vendor: 907300 - TWIN CITY AUTO, INC		
Fund: 130 - STREETS		
Department: 06 - Expense		
Snow Removal	SNOW REMOVAL	625.60
		Department 06 - Expense Total: 625.60
		Fund 130 - STREETS Total: 625.60
		Vendor 907300 - TWIN CITY AUTO, INC Total: 625.60
 Vendor: 998106 - UNANIMOUS, INC.		
Fund: 101 - GENERAL		
Department: 10 - Administration		
WEBSITE SUPPORT - FEBRUARY	OTHER PROFESSIONAL SERVICES	115.00
		Department 10 - Administration Total: 115.00
		Fund 101 - GENERAL Total: 115.00
		Vendor 998106 - UNANIMOUS, INC. Total: 115.00
 Vendor: 999019 - VALLEY AUTO LOCATORS LLC		
Fund: 101 - GENERAL		
Department: 32 - Police		
GLEIM BATTERY PATROL CAR	VEH & EQUIP MAINTANCE	258.70
MASSIE OIL CHANGE	VEH & EQUIP MAINTANCE	56.00
J.MCBRIDE OIL CHANGE, FLAT R...	VEH & EQUIP MAINTANCE	71.06
C.BURGMAN AIR FLOW SENSOR	VEH & EQUIP MAINTANCE	207.45
		Department 32 - Police Total: 593.27
		Fund 101 - GENERAL Total: 593.27
		Vendor 999019 - VALLEY AUTO LOCATORS LLC Total: 593.27
 Vendor: 998959 - VERIZON CONNECT		
Fund: 130 - STREETS		
Department: 06 - Expense		
Phone & Internet	PHONE & INTERNET	38.38
		Department 06 - Expense Total: 38.38
		Fund 130 - STREETS Total: 38.38
		Vendor 998959 - VERIZON CONNECT Total: 38.38
 Vendor: 996698 - VERIZON WIRELESS SERVICES, LLC		
Fund: 101 - GENERAL		
Department: 10 - Administration		
COUNCIL TABLETS	PHONE & INTERNET	410.12
		Department 10 - Administration Total: 410.12
Department: 22 - Eng/Bldg Inspection		
ON CALL CELL/LAPTOPS	PHONE & INTERNET	43.00
		Department 22 - Eng/Bldg Inspection Total: 43.00
Department: 31 - Fire		
ON CALL CELL/LAPTOPS	PHONE & INTERNET	246.40
		Department 31 - Fire Total: 246.40
Department: 32 - Police		
DATA FOR MDT'S	PHONE & INTERNET	505.11
		Department 32 - Police Total: 505.11
		Fund 101 - GENERAL Total: 1,204.63
 Fund: 201 - ELECTRIC		
Department: 06 - Expense		
ON CALL CELL/LAPTOPS	PHONE & INTERNET	40.01
		Department 06 - Expense Total: 40.01
		Fund 201 - ELECTRIC Total: 40.01

CLAIMS REPORT

Post Dates: 2/28/2023 - 3/13/2023 Payment Dates: 2/28/2023 - 3/13/2023

Description (Payable)	Account Name	Amount
Fund: 202 - WATER		
Department: 06 - Expense		
ON CALL CELL/LAPTOPS	PHONE & INTERNET	60.02
		Department 06 - Expense Total:
		60.02
		Fund 202 - WATER Total:
		60.02
Fund: 203 - WASTEWATER		
Department: 06 - Expense		
ON CALL CELL/LAPTOPS	PHONE & INTERNET	60.01
		Department 06 - Expense Total:
		60.01
		Fund 203 - WASTEWATER Total:
		60.01
		Vendor 996698 - VERIZON WIRELESS SERVICES, LLC Total:
		1,364.67
Vendor: 942350 - WESTERN COOPERATIVE COMPANY		
Fund: 101 - GENERAL		
Department: 01 - Asset		
diesel	INVENTOY - DIESEL FUEL	1,180.74
diesel	INVENTOY - DIESEL FUEL	2,325.95
		Department 01 - Asset Total:
		3,506.69
		Fund 101 - GENERAL Total:
		3,506.69
Fund: 130 - STREETS		
Department: 06 - Expense		
Operating Supplies	DEPT OPERATING SUPPLIES	43.05
Vehicle & Equipment Repair	VEH & EQUIPMENT MAINT	38.60
		Department 06 - Expense Total:
		81.65
		Fund 130 - STREETS Total:
		81.65
Fund: 201 - ELECTRIC		
Department: 06 - Expense		
fuel	VEH & EQUIPMENT MAINT	24.68
		Department 06 - Expense Total:
		24.68
		Fund 201 - ELECTRIC Total:
		24.68
		Vendor 942350 - WESTERN COOPERATIVE COMPANY Total:
		3,613.02
Vendor: 998632 - WESTERN STATES BANK		
Fund: 997 - PAYROLL FUND		
Department: 02 - Liability		
PAYROLL CLAIMS	HSA PAYABLE	13,798.58
		Department 02 - Liability Total:
		13,798.58
		Fund 997 - PAYROLL FUND Total:
		13,798.58
		Vendor 998632 - WESTERN STATES BANK Total:
		13,798.58
		Grand Total:
		949,597.24

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
101 - GENERAL	45,559.42	0.00
107 - SINKING	54,500.00	0.00
109 - TOURISM	3,046.63	0.00
110 - RV PARK	1,316.76	0.00
130 - STREETS	258,175.92	0.00
160 - SPECIAL PROJECTS	867.22	0.00
201 - ELECTRIC	338,251.14	0.00
202 - WATER	9,793.55	0.00
203 - WASTEWATER	4,752.27	0.00
204 - SANITATION	21,478.36	0.00
205 - GOLF	31,245.90	0.00
207 - CIVIC CENTER	12,137.79	0.00
800 - HEALTH INSURANCE	82,664.99	77,798.98
997 - PAYROLL FUND	85,807.29	85,807.29
Grand Total:	949,597.24	163,606.27

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
101-01-1611	INVENTORY - UNLEADED ...	11,274.64	0.00
101-01-1612	INVENTOY - DIESEL FUEL	3,506.69	0.00
101-04-4610	BUILDING PERMITS	91.50	0.00
101-10-6213	TRAINING & CONFERENC...	2,440.30	0.00
101-10-6215	COUNCIL CONF & TRAVEL	885.00	0.00
101-10-6230	IT SUPPORT	1,752.60	0.00
101-10-6300	DEPT OPERATING SUPPLI...	20.00	0.00
101-10-6305	OFFICE & BUILDING SUPPL...	466.40	0.00
101-10-6310	PHONE & INTERNET	822.59	0.00
101-10-6350	BUILDING/GROUND MAI...	764.91	0.00
101-10-6640	OTHER PROFESSIONAL SE...	115.00	0.00
101-10-6645	PUBLICATIONS	543.34	0.00
101-22-6230	IT SUPPORT	183.52	0.00
101-22-6300	DEPT OPERATING SUPPLI...	309.95	0.00
101-22-6310	PHONE & INTERNET	45.70	0.00
101-31-6106	VOLUNTEER BENEFITS	120.40	0.00
101-31-6213	TRAINING & CONFERENC...	997.25	0.00
101-31-6225	DUES & SUBSCRIPTIONS	503.00	0.00
101-31-6230	IT SUPPORT	114.70	0.00
101-31-6300	DEPT OPERATING SUPPLI...	166.69	0.00
101-31-6310	PHONE & INTERNET	372.27	0.00
101-31-6330	UTILITIES	803.18	0.00
101-31-6340	VEH & EQUIPMENT MAINT	144.95	0.00
101-31-6350	BUILDING/GROUND MAI...	56.71	0.00
101-31-6410	UNIFORMS/PPE	987.72	0.00
101-32-6213	TRAINING & CONFERENC...	669.00	0.00
101-32-6225	DUES & SUBSCRIPTIONS	75.00	0.00
101-32-6230	IT SUPPORT	600.00	0.00
101-32-6301	K-9 EXPENSES	51.50	0.00
101-32-6305	OFFICE & BUILDING SUPPL...	1,805.50	0.00
101-32-6308	INVESTGATIVE EXPENSES	243.74	0.00
101-32-6310	PHONE & INTERNET	664.82	0.00
101-32-6330	WING VEHICLE LEASE	375.00	0.00
101-32-6340	VEH & EQUIP MAINTAN...	3,515.64	0.00
101-32-6350	BUILDING/GROUND MAI...	23.40	0.00
101-32-6410	UNIFORMS/PPE	1,649.45	0.00
101-32-6515	STATE & COURT FEES	164.36	0.00
101-32-6545	TOWING & STORAGE	475.00	0.00
101-32-6640	OTHER PROFESSIONAL SE...	450.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
101-34-6230	IT SUPPORT	45.88	0.00
101-34-6310	PHONE & INTERNET	89.76	0.00
101-34-6340	VEH & EQUIPMENT MAINT	160.42	0.00
101-41-6310	PHONE & INTERNET	29.33	0.00
101-41-6326	SAFETY	39.96	0.00
101-42-6230	IT SUPPORT	45.88	0.00
101-42-6300	DEPT OPERATING SUPPLI...	2.79	0.00
101-42-6304	UNEMPLOYMENT COST	1,227.28	0.00
101-42-6305	OFFICE & BUILDING SUPPL...	20.98	0.00
101-42-6310	PHONE & INTERNET	175.19	0.00
101-42-6330	UTILITIES	748.73	0.00
101-42-6340	VEH & EQUIPMENT MAINT	700.51	0.00
101-42-6350	BUILDING/GROUND MAI...	545.59	0.00
101-42-6551	EVERGREEN GREENHOUSE...	3.89	0.00
101-42-6640	OTHER PROFESSIONAL SE...	289.38	0.00
101-44-6230	IT SUPPORT	825.00	0.00
101-44-6235	ONLINE RESOURCES	1,396.78	0.00
101-44-6300	DEPT OPERATING SUPPLI...	37.41	0.00
101-44-6310	PHONE & INTERNET	161.26	0.00
101-44-6330	UTILITIES	290.76	0.00
101-44-6651	BOOKS	450.22	0.00
101-44-6652	PERIODICALS	21.00	0.00
107-06-6460	CAPITAL OUTLAY	54,500.00	0.00
109-06-6300	DEPT OPERATING SUPPLI...	20.00	0.00
109-06-6340	EQUIPMENT MAINT	31.05	0.00
109-06-6460	CAPITAL OUTLAY EQUIPM...	2,949.70	0.00
109-06-6541	GVB EQUIPMENT MAINT	45.88	0.00
110-02-2073	OCCUPATION TAX PAYAB...	1,029.79	0.00
110-06-6230	IT SUPPORT	45.88	0.00
110-06-6310	PHONE & INTERNET	221.11	0.00
110-06-6350	BUILDING/GROUND MAI...	19.98	0.00
130-06-6230	IT SUPPORT	463.43	0.00
130-06-6300	DEPT OPERATING SUPPLI...	1,876.24	0.00
130-06-6310	PHONE & INTERNET	127.52	0.00
130-06-6330	UTILITIES	1,069.41	0.00
130-06-6344	CAPITAL OUTLAY EQUIPM...	227,502.28	0.00
130-06-6345	VEH & EQUIPMENT MAINT	16,902.49	0.00
130-06-6350	BUILDING/GROUND MAI...	4,159.00	0.00
130-06-6450	PROPERTY INSURANCE	1,094.34	0.00
130-06-6640	OTHER PROFESSIONAL SE...	9.06	0.00
130-06-6840	SNOW REMOVAL	625.60	0.00
130-06-6932	STREET MAINTENANCE & ...	4,346.55	0.00
160-44-6460	CAPITAL OUTLAY EQUIPM...	867.22	0.00
201-01-1270	INVENTORY	1,078.23	0.00
201-06-6230	IT SUPPORT	1,332.09	0.00
201-06-6300	DEPT OPERATING SUPPLI...	352.93	0.00
201-06-6310	PHONE & INTERNET	386.65	0.00
201-06-6326	SAFETY	9.99	0.00
201-06-6330	UTILITIES	815.57	0.00
201-06-6344	CAPITAL OUTLAY EQUIPM...	329,501.00	0.00
201-06-6345	VEH & EQUIPMENT MAINT	227.29	0.00
201-06-6350	BUILDING/GROUND MAI...	215.26	0.00
201-06-6460	CAPITAL IMPROVEMENTS	3,373.55	0.00
201-06-6640	OTHER PROFESSIONAL SE...	958.58	0.00
202-06-6230	IT SUPPORT	1,626.10	0.00
202-06-6300	DEPT OPERATING SUPPLI...	806.83	0.00
202-06-6310	PHONE & INTERNET	272.50	0.00
202-06-6326	SAFETY SUPPLIES & UNFO...	9.99	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
202-06-6330	UTILITIES	3,611.55	0.00
202-06-6370	REPAIRS-WTR MAINS/SER...	622.44	0.00
202-06-6373	REPAIRS-WATER TANK	518.93	0.00
202-06-6615	LAB SERVICE	100.00	0.00
202-06-6640	OTHER PROFESSIONAL SE...	958.58	0.00
202-06-6755	METERS	1,266.63	0.00
203-06-6230	IT SUPPORT	1,356.10	0.00
203-06-6300	DEPT OPERATING SUPPLI...	90.54	0.00
203-06-6310	PHONE & INTERNET	183.46	0.00
203-06-6345	VEH & EQUIPMENT MAINT	767.59	0.00
203-06-6615	LAB SERVICE	1,396.00	0.00
203-06-6640	OTHER PROFESSIONAL SE...	958.58	0.00
204-01-1130	CASH - JOINT LANDFILL SI...	14,547.53	0.00
204-06-6230	IT SUPPORT	1,555.50	0.00
204-06-6300	DEPT OPERATING SUPPLI...	102.63	0.00
204-06-6305	OFFICE & BUILDING SUPPL...	658.50	0.00
204-06-6310	PHONE & INTERNET	56.06	0.00
204-06-6320	FUEL, FILTERS & TIRES	1,497.28	0.00
204-06-6326	SAFETY	49.95	0.00
204-06-6330	UTILITIES	1,438.99	0.00
204-06-6350	BUILDING/GROUND MAI...	413.92	0.00
204-06-6541	COLLECTIONS EQUIP MAI...	112.48	0.00
204-06-6575	CONTAINERS	95.97	0.00
204-06-6640	OTHER PROFESSIONAL SE...	949.55	0.00
205-06-6225	DUES & SUBSCRIPTIONS	280.00	0.00
205-06-6230	IT SUPPORT	114.70	0.00
205-06-6300	DEPT OPERATING SUPPLI...	139.72	0.00
205-06-6305	OFFICE & BUILDING SUPPL...	187.72	0.00
205-06-6310	PHONE & INTERNET	381.18	0.00
205-06-6326	SAFETY	29.97	0.00
205-06-6327	SOFTWARE LICENSING	155.00	0.00
205-06-6345	GOLF EQUIPMENT REPAIR	6,622.33	0.00
205-06-6348	RESTAURANT EXPENSE	163.97	0.00
205-06-6350	BUILDING/GROUND MAI...	188.36	0.00
205-06-6355	CLUBHOUSE BUILDING RE...	69.29	0.00
205-06-6358	SPRINKLER REPAIRS	669.93	0.00
205-06-6360	PRO SHOP MERCHANDISE	22,243.73	0.00
207-06-6106	MANAGEMENT CONTRACT	4,406.98	0.00
207-06-6230	IT SUPPORT	114.70	0.00
207-06-6300	DEPT OPERATING SUPPLI...	46.03	0.00
207-06-6305	OFFICE & BUILDING SUPPL...	150.48	0.00
207-06-6310	PHONE & INTERNET	719.74	0.00
207-06-6340	EQUIP MAINT & REPAIR	299.00	0.00
207-06-6640	OTHER PROFESSIONAL SE...	560.00	0.00
207-06-6680	RENTAL - EQUIPMENT	290.15	0.00
207-06-6700	CATERING COSTS	5,550.71	0.00
800-06-6131	PREMIUM EXPENSE	43,972.12	39,716.11
800-06-6132	CLAIMS EXPENSE	37,710.47	37,710.47
800-06-6318	WELLNESS	610.00	0.00
800-06-6320	FLEX BENEFIT EXPENSE	372.40	372.40
997-02-2300	FEDERAL W/H PAYABLE	14,946.98	14,946.98
997-02-2301	FICA PAYABLE	30,487.86	30,487.86
997-02-2310	HSA PAYABLE	13,798.58	13,798.58
997-02-2320	UNITED WAY PAYABLE	221.25	221.25
997-02-2330	IBEW UNION DUES PAYAB...	573.00	573.00
997-02-2346	POLICE UNION DUES PAY...	550.00	550.00
997-02-2367	VISION INS PAYABLE	562.86	562.86
997-02-2370	CREDIT UNION PAYABLE	528.37	528.37

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
997-02-2375	GARNISHMENTS PAYABLE	325.21	325.21
997-02-2376	CHILD SUPPORT PAYABLE	623.55	623.55
997-02-2380	PENSION PAYABLE	23,189.63	23,189.63
	Grand Total:	949,597.24	163,606.27

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	949,222.24	163,606.27
301206330	375.00	0.00
	Grand Total:	163,606.27

AGREEMENT FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of Friday, March 17, 2023, between City of Gering, Nebraska, 1025 P Street, Gering, Nebraska 69341 (OWNER) and Ayres Associates Inc, 3665 JFK Parkway, Building 2, Suite 100, Fort Collins, CO 80525 (CONSULTANT).

OWNER intends to retain CONSULTANT for professional services to/for the Facility Master Plan for Five Rocks Amphitheater and as described in Attachment A (hereinafter called the Project).


OWNER and CONSULTANT agree to the performance of professional services by CONSULTANT and payment for those services by OWNER as set forth below.

The following Attachments are attached to and made a part of this Agreement.

- Attachment A - Scope of Services, consisting of 4 pages.
- Attachment B - Period of Services, consisting of 1 pages.
- Attachment C - Compensation and Payments, consisting of 3 pages.
- Attachment D - Terms and Conditions, consisting of 3 pages.
- Attachment E - Insurance, consisting of 2 pages.

This Agreement (consisting of 1 page), together with the Attachments identified above, constitute the entire agreement between OWNER and CONSULTANT and supersede all prior written or oral understandings. This Agreement and said Attachments may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

<u>City of Gering</u> OWNER		<u>Ayres Associates Inc</u> CONSULTANT
_____	(Signature)	
_____	(Typed Name)	<u>Matthew Ashby, AICP, CUD</u>
_____	(Title)	<u>Vice President, Development Services</u>
_____	(Date)	<u>March 17th, 2023</u>
_____	(Attest)	_____
_____	(Typed Name)	_____
_____	(Title)	_____

ATTACHMENT A - SCOPE OF SERVICES

This is an attachment to the Agreement dated March 17, 2023, between City of Gering, Nebraska (OWNER) and Ayres Associates Inc (CONSULTANT).

ARTICLE 1 - BASIC SERVICES

1.1 General

1.1.1 CONSULTANT shall provide professional services for OWNER on the Project to which this Agreement applies, including professional consultation and advice, and duties and responsibilities as provided below.

1.2 Assess – Evaluate the current conditions at each facility

After written authorization to proceed, CONSULTANT shall:

1.2.1 Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data provided by OWNER.

1.2.2 Advise OWNER as to the necessity of OWNER's providing or obtaining additional data or services.

1.2.3 Provide analyses of OWNER's needs, planning surveys, evaluations and comparative studies of prospective alternatives.

1.2.4 Provide a general economic analysis of OWNER's requirements applicable to various alternatives.

1.2.5 Tasks

1. Project Contracting, Management and Administration
2. Project Kickoff Meeting (Virtual) – Plan 1st site visit (facility assessment & open house)
3. Prep for 1st Site Visit – Public engagement plan, prepare assessment & meeting materials
4. Five Rocks Amphitheater – Site Walk: ADA evaluation, capacity, stage functionality
5. Robidoux Park – Site Walk: Capacity, potential growth
6. Grasslands – Site Walk: Potential uses
7. Traffic Flow – Site Walk: Evaluated partly on trip and partly later in plan & aerial

1.2.6 Furnish copies of the Assessment Summary documents and review them with OWNER.

1.3 Engage – Work with staff to gain community input

After written approval of assessment summary proceed with public engagement phase, CONSULTANT shall perform the following tasks:

1.3.1 Tasks

1. Open House 1: Input – For public comment (combined trip with assessment)
2. Site Visit Summary – Prepare site visit summary & assessment report
3. Meeting with Staff (Virtual) – Follow up to 1st site visit / Review summary & assessment
4. Meeting with Staff (Virtual) – Review and summarize survey / Plan community event
5. Prep for 2nd Site Visit – Public engagement plan & meeting materials
6. Community Event: Input (Oregon Trail Days) – Site Visit: To observe & have 2nd open house
7. Community Event Summary Report & Recommendations – Report & recommendations outline

8. Staff Meeting (Virtual) – Review meeting summary and recommendations
9. Follow Up Workshop (site visit)

1.4 Plan – Determine short term and long term goals for the facility

After written authorization to proceed with plan development, CONSULTANT shall perform the following tasks:

1.4.1 Tasks

1. Report Outline – Provide outline for client review and approval
2. Research Event Expansion – Focus Area: Explore ways to host larger events
3. Explore RV Park Expansion – Focus Area: Concept map of potential expansion options
4. ADA Overview – Focus Area: Concept map of ADA issues and solutions
5. Non-Programmed Recreation Options – Focus Area: Sketch concepts with recreation ideas
6. Cost Estimate – Focus Area: Develop cost model for budgeting purposes
7. Use Policies – Focus Area: Look at precedent use policy
8. Draft Plan – Develop draft plan for review
9. Staff Meeting (Virtual) – Review draft with Gering
10. Finalize Plan – Develop final plan

1.4.2 Furnish the above documents and present and review them with OWNER.

ARTICLE 2 - ADDITIONAL SERVICES

2.1 Services Requiring Authorization in Advance

If authorized in writing by OWNER, CONSULTANT shall furnish or obtain from others Additional Services as provided below. These services are not included as part of Basic Services and will be paid for by OWNER as indicated in Attachment C.

2.1.1 Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of information furnished by OWNER.

2.1.3 Services resulting from significant changes in the general scope, extent or character of the Project including, but not limited to, changes in size, complexity, OWNER's schedule, or method of financing; and revising previously accepted studies, reports, or documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond CONSULTANT's control.

2.1.4 Providing renderings or models for OWNER's use.

2.1.5 Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.6 Furnishing services of independent professional associates and subconsultants for other than Basic Services; and providing data or services of the types described in paragraph 3.4 when OWNER employs CONSULTANT to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.4.

2.1.7 Services during out-of-town travel required of CONSULTANT other than visits to the site or OWNER's office as required by Basic Services.

2.1.8 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

2.1.9 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project.

ARTICLE 3 - OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of CONSULTANT:

3.1 Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to CONSULTANT's services for the Project.

3.2 Provide all criteria and full information as to OWNER's requirements for the Project, including objectives and constraints, performance requirements, and budgetary limitations; and furnish copies of all standards which OWNER will require to be included in the Project.

3.3 Place at CONSULTANT's disposal all available pertinent information including previous reports and any other relevant data.

3.4 Furnish to CONSULTANT, as required for performance of CONSULTANT's Basic Services, the following, all of which CONSULTANT may use and rely upon in performing services under this Agreement:

3.4.1 Data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; including appropriate professional interpretations.

3.4.2 Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies.

3.4.3 Property, boundary, easement, right-of-way, topographic and utility surveys.

3.4.4 Property descriptions.

3.4.5 Zoning, deed and other land use restriction.

3.4.6 Other special data or consultations not covered under Basic Services and Additional Services.

3.5 Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.

3.6 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by CONSULTANT, obtain advice of an attorney, insurance counselor, financial/municipal advisor, and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.

3.7 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.8 Recognizing and acknowledging that CONSULTANT's services and expertise do not include the following services, provide, as required for the Project:

3.8.1 Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

3.8.2 Legal services with regard to issues pertaining to the Project as OWNER requires or CONSULTANT reasonably requests.

3.9 Furnish to CONSULTANT data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER (such as services pursuant to paragraphs 3.6 through 3.8.2, inclusive and other costs of the types referred to in paragraph 1.2.6) so that CONSULTANT may make the necessary findings to support opinions of probable Total Project Costs.

3.10 Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of a hazardous environmental condition or any other development that affects the scope or timing of CONSULTANT's services, or any defect or nonconformance in CONSULTANT's services.

3.11 Furnish, or direct CONSULTANT to provide, Additional Services as stipulated in paragraph 2.1 or other services as required.

3.12 Bear all costs incident to compliance with the requirements of Article 3.

ATTACHMENT B - PERIOD OF SERVICES

This is an attachment to the Agreement dated March 17, 2023, between City of Gering, Nebraska (OWNER) and Ayres Associates Inc (CONSULTANT).

ARTICLE 4 - PERIOD OF SERVICES

4.1 The provisions of this Article 4 and the compensation for CONSULTANT's services have been agreed to in anticipation of the orderly and continuous progress of the Project. CONSULTANT's obligation to render services hereunder will extend for a period which may reasonably be required, including extra work and required extensions thereto. If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided below and if such dates are exceeded through no fault of CONSULTANT, compensation provided herein shall be subject to equitable adjustment.

4.2 The services called for in the Study and Report Phase will be completed and the Report submitted to the OWNER by September 29th, 2023

4.3 If OWNER has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of CONSULTANT's services shall be adjusted equitably.

4.4 If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, CONSULTANT may, after giving seven days' written notice to OWNER, suspend services under this Agreement.

4.5 OWNER shall be liable for all costs and damages incurred by CONSULTANT for delays caused in whole or in part by OWNER's interference with CONSULTANT's ability to provide services, including, but not limited to, OWNER's failure to provide specified facilities or information, or if CONSULTANT's services are extended by OWNER's actions or inactions for more than ninety days. OWNER agrees to indemnify and hold CONSULTANT harmless for any delays caused by OWNER. If delays are caused by unpredictable occurrences including, without limitation, terrorism, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of material or services, process shutdowns, acts of God or the public enemy, or acts or regulations of any governmental agency, the costs for services and schedule commitments shall be subject to change.

ATTACHMENT C - COMPENSATION AND PAYMENTS

This is an attachment to the Agreement dated March 17, 2023, between City of Gering Nebraska (OWNER) and Ayres Associates Inc (CONSULTANT).

ARTICLE 5 - COMPENSATION AND PAYMENTS

5.1 Compensation for Services and Expenses

5.1.1 Basic Services. OWNER shall pay CONSULTANT for Basic Services set forth in Attachment A as follows:

5.1.1.1 A Lump Sum amount of \$45,940 based on the following assumed distribution of compensation:

a. ASSESS	\$ <u>8,176</u>
b. ENGAGE	\$ <u>13,624</u>
c. PLAN	\$ <u>17,640</u>
c. OPTIONAL SERVICE (Follow Up Meeting)	\$ <u>6,500</u>

5.1.1.2 CONSULTANT may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by OWNER.

5.1.1.3 The Lump Sum includes compensation for CONSULTANT's services and services of CONSULTANT's independent professional associates and subconsultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

5.1.2 Additional Services. OWNER shall pay CONSULTANT for Additional Services, if any, as follows:

5.1.2.1 For services of CONSULTANT's employees engaged directly on the Project pursuant to Attachment A, paragraph 2.1 (except for services as a consultant or witness under Attachment A, paragraph 2.1.9), an amount equal to CONSULTANT's charge rate, plus related Reimbursable Expenses and charges of CONSULTANT's independent professional associates and subconsultants, if any.

5.1.3 Reimbursable Expenses. Reimbursable expenses for travel associated with the in-person meetings listed in the scope of work are included in this contract. Additional meetings not listed in the scope of work will be billed as additional services (with the commensurate expenses included) and will be presented to the owner for approval prior to commencing.

5.1.4 Amounts Billed.

5.1.4.1 Lump Sum Services. The portion of the amounts billed for CONSULTANT's services which are related to services rendered on a Lump Sum basis will be billed based upon CONSULTANT's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

5.1.4.2 Direct Labor Costs Times a Factor Services. The portion of the amounts billed for CONSULTANT's services which are related to services rendered on a Direct Labor Costs times a factor basis will be billed based on the applicable Direct Labor Costs for the cumulative hours charged to the Project during the billing period by CONSULTANT's employees multiplied by the above designated factor, plus Reimbursable Expenses and charges of CONSULTANT's independent professional associates and subconsultants.

5.1.5 Annual Adjustments. The Direct Labor Costs will be adjusted annually (as of January) and the factor applied to Direct Labor Costs and the Reimbursable Expenses Schedule will be adjusted annually (as of May) to reflect equitable changes in the compensation payable to CONSULTANT.

5.1.6 Other Provisions Concerning Compensation

5.1.6.1 Charges of CONSULTANT's Independent Professional Associates and Subconsultants. Whenever CONSULTANT is entitled to compensation for the charges of CONSULTANT's independent professional associates and subconsultants, those charges shall be the amounts billed to CONSULTANT times a factor of 1.05.

5.1.6.2 Factors. The factors for external Reimbursable Expenses and CONSULTANT's independent professional associates and subconsultants include CONSULTANT's overhead and profit associated with CONSULTANT's responsibility for the administration of such services and costs.

5.1.6.3 Records. Records pertinent to CONSULTANT's compensation will be kept in accordance with generally accepted accounting practices. To the extent necessary to verify CONSULTANT's charges and upon OWNER's timely request, CONSULTANT shall make copies of such records available to OWNER at cost.

5.2 Payments

5.2.1 Times of Payments. CONSULTANT shall submit monthly invoices for Basic and Additional Services rendered and for Reimbursable Expenses incurred. OWNER shall make prompt monthly payments in response to CONSULTANT's invoices.

5.2.2 Failure to Pay. If OWNER fails to make any payment due CONSULTANT for services and expenses within thirty days after receipt of CONSULTANT's invoices, the amounts due CONSULTANT will be increased at the rate of 1-1/2% per month (18% A.P.R.), or the maximum rate of interest permitted by law, if less, from said thirtieth day, and in addition, CONSULTANT may, after giving seven days' written notice to OWNER, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services and expenses.

5.2.3 Payments Upon Termination. In the event of termination by OWNER under Attachment D, paragraph 7.5, CONSULTANT will be entitled to invoice OWNER and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. In the event of termination by OWNER for convenience or by CONSULTANT for cause, CONSULTANT also shall be entitled to invoice OWNER and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with CONSULTANT's independent professional associates and subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in this Attachment C.

5.2.4 Payments for Taxes Assessed on Services. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to the compensation as determined above.

5.2.5 Deductions or Offsets. No deductions or offsets shall be made from CONSULTANT's compensation or expenses on account of any setoffs or back charges.

5.3 Definitions

5.3.1 Direct Labor Costs. Direct Labor Costs means salaries and wages paid to employees but does not include payroll related costs or benefits.

5.3.2 Reimbursable Expenses. Reimbursable Expenses mean the actual expenses incurred by CONSULTANT, directly or indirectly in connection with the Project, such as expenses for: transportation and subsistence incidental thereto; toll telephone calls and mobile phone charges; facsimile transmissions; expenses incurred for computer time, survey and testing instruments, and other highly specialized equipment; and reproduction of reports, documents, and similar Project-related items.

ATTACHMENT D - TERMS AND CONDITIONS

This is an attachment to the Agreement dated March 17, 2023, between City of Gering Nebraska (OWNER) and Ayres Associates Inc (CONSULTANT).

ARTICLE 6 - OPINIONS OF COST

6.1 Opinions of Probable Cost

CONSULTANT's opinions of probable Project Costs are made on the basis of CONSULTANT's experience, qualifications and judgment; but CONSULTANT cannot and does not guarantee that actual Project Costs will not vary from opinions of probable cost. If OWNER wishes greater assurance as to Total Project Costs, OWNER shall employ an independent cost estimator.

ARTICLE 7 - GENERAL CONSIDERATIONS

7.1 Standard of Performance

The standard of care for all professional services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT does not make any warranty or guarantee, expressed or implied, nor is this Agreement or contract subject to the provisions of any uniform commercial code. Similarly, CONSULTANT will not accept those terms and conditions offered by OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

7.2 Reuse of Documents

All documents prepared or furnished by CONSULTANT (and independent professional associates and subconsultants) pursuant to this Agreement are instruments of service and CONSULTANT shall retain an ownership and property interest therein. OWNER may make and retain copies for information and reference in connection with use by OWNER; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to CONSULTANT, or to independent professional associates or subconsultants, and OWNER shall indemnify and hold harmless CONSULTANT and independent professional associates and subconsultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by OWNER and CONSULTANT.

7.3 Electronic Files

7.3.1 OWNER and CONSULTANT agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this Agreement is executed and listed elsewhere. Any changes to the electronic specifications by either OWNER or CONSULTANT are subject to review and acceptance by the other party. Additional services by CONSULTANT made necessary by changes to the electronic file specifications shall be compensated for as Additional Services.

7.3.2 Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the

electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

7.3.3 OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by CONSULTANT and electronic files, the hard-copy documents shall govern.

7.4 Insurance

CONSULTANT shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom. Requirements for insurance are amended and supplemented as indicated in Attachment E.

7.5 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.6 Controlling Law

This Agreement is to be governed by the law of the place of business of CONSULTANT at the address hereinbefore stated.

7.7 Successors and Assigns

7.7.1 OWNER and CONSULTANT each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and CONSULTANT (and to the extent permitted by paragraph 7.7.2 the assigns of OWNER and CONSULTANT) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.7.2 Neither OWNER nor CONSULTANT shall assign, sublet or transfer any rights under or interest in this Agreement (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent professional associates and subconsultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder.

7.7.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONSULTANT and not for the benefit of any other party.

7.8 Dispute Resolution

7.8.1 Negotiation. OWNER and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the dispute resolution provision below or other provisions of this Agreement, or under law.

7.8.2 Mediation. If direct negotiations fail, OWNER and CONSULTANT agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this Agreement prior to exercising other rights under law.

7.9 Exclusion of Special, Indirect, Consequential, and Liquidated Damages

CONSULTANT shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this Agreement.

7.10 Limitation of Professional Liability

OWNER agrees to limit CONSULTANT's professional liability for any and all claims for loss, damage or injury, including but not limited to, claims for negligence, professional errors or omissions, strict liability, and breach of contract or warranty, to an amount of \$50,000.00 or CONSULTANT's fee, whichever is greater. In the event that OWNER does not wish to limit CONSULTANT's professional liability to this sum, CONSULTANT agrees to raise the limitation of liability to a sum not to exceed \$1,000,000.00 for increased consideration of ten percent (10%) of the total fee or \$500.00, whichever is greater, upon receiving OWNER's written request prior to the start of CONSULTANT's services.

ATTACHMENT E - INSURANCE

This is an attachment to the Agreement dated March 17, 2023, between City of Gering (OWNER) and Ayres Associates Inc (CONSULTANT).

ARTICLE 8 - INSURANCE

8.1 Workers' Compensation

Workers' Compensation insurance covering the CONSULTANT for any and all claims which may arise against the CONSULTANT because of Workers' Compensation and Occupational Disease Acts shall be carried. The Employer's Liability Section shall have limits of not less than the following:

Each Accident:	\$	100,000
Disease, Policy Limit:	\$	500,000
Disease, Each Employee:	\$	100,000

8.2 Commercial General Liability

Commercial General Liability insurance protecting the CONSULTANT against any and all general liability claims which may arise in the course of performance of this Agreement shall be carried. The limits of liability shall not be less than the following:

General Aggregate:	\$	1,000,000
Products-Completed Operations Aggregate:	\$	1,000,000
Personal and Advertising Injury:	\$	1,000,000
Each Occurrence:	\$	1,000,000

Property damage liability coverage shall not exclude explosion, collapse, and underground perils if CONSULTANT is engaged in these activities.

Commercial General Liability coverage shall also protect the CONSULTANT for the same limits of liability for claims which may arise because of the indemnity or contractual liability agreement contained within this Agreement.

8.3 Business Automobile Liability

Business Automobile Liability insurance including Owned, Non-Owned, and Hired vehicles shall be carried with a limit of not less than the following:

Bodily Injury and Property Damage, Combined Single Limit:	\$	1,000,000
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8.4 Umbrella Excess Liability

Excess liability insurance (umbrella form) over underlying Employer's Liability, Commercial General Liability, and Business Automobile Liability shall be carried. The limits of liability shall be not less than the following:

Each Occurrence:	\$	1,000,000
Aggregate:	\$	1,000,000

8.5 Professional Liability (Errors and Omissions)

Professional Liability insurance protecting the CONSULTANT against Professional Liability claims which may arise in the course of this Agreement shall be carried. The limits of liability shall be not less than the following:

Each Claim:	\$	1,000,000
Aggregate:	\$	1,000,000

8.6 Valuable Papers

During the life of this Agreement, the CONSULTANT shall maintain in force Valuable Papers and Records insurance in an amount equal to the maximum exposure to loss of written, printed, or otherwise inscribed documents and records, including books, maps, films, drawings, abstracts, deeds, mortgages, and manuscripts as shall be required and/or produced in the completion of this Agreement by the CONSULTANT.



Facility Master Plan for Five Rocks Amphitheater

Request for Proposals

City of Gering

February 1, 2023

Ingenuity, Integrity, and Intelligence.

www.AyresAssociates.com



February 1, 2023

Office of the City Clerk
City of Gering
1025 P Street
Gering, NE 69341

Re: Proposal for the Development of a Facility Master Plan for Five Rocks Amphitheater

Dear Selection Committee:

Our project team is excited about the chance to possibly work with your community again on this important project. During our work on the Gering Comprehensive Plan, we had an opportunity to work with staff, business leaders, and citizens to craft a planning document to guide growth for the future. That experience and work on other projects in Gering (and throughout the region) has shown us how important recreational and entertainment amenities are for a thriving community. While they of course play a vital role in the economy and culture for a community, these spaces also facilitate events that foster important community pride, connection, and civic identity.

This facility clearly does all those things and more. By hosting a diverse and wide variety of events, Five Rocks Amphitheater provides an important gathering place for the community and visitors and is literally the stage where you present Gering to the world. With such rich and longstanding events already in place like Oregon Trail Days, 4th of July celebrations, National Balloon Championships, Marathons, as well as concerts large and small, this facility has a solid foundation to grow and expand and bring even more value and pride to the community.

Our experienced multi-disciplinary team is ready to jump in to help with this process by evaluating the existing facilities, researching similar venues, talking with the community and key users, and working with your team to understand the operational needs of all that you do (and would like to do) on this campus. The team we have selected for this project has extensive experience with your community and specific knowledge associated with design, planning, and operations for complicated public event spaces such as this. Most members of our team have experience in both the consultant and the client roles, so we understand the myriad of moving parts associated with funding, planning, designing, implementing, and maintaining this type of project. Our previous experience on the client side is informed by seeing facilities being used for years after the implementation is complete and observing what works as well as what does not. We are practical and pragmatic but also visionary when appropriate. We will challenge you to consider possibilities but first and foremost we understand that we need to find solutions that work for your specific community context.

As you will see in our proposal, we understand that working with the users is a critical and foundational part of this work and our plan for the facility will be rooted in the information gathered during strategic public engagements. We also understand that your staff and financial resources may be limited so we have outlined a base scope and several optional menu items so we can work with you to provide the best value for the project. Our base scope includes two site visits with the options to add a third or scale back to one. If selected, we would work with your team to choose the best options to fit your goals and budget.

Thank you for considering Ayres for this project. We welcome the chance to answer any questions about what we have presented here.

Sincerely,
Ayres Associates Inc



David Land, PLA
Project Manager / Primary Project Contact
Cell: 303.548.2870 | LandD@AyresAssociates.com



Matt Ashby, AICP, CUD
Vice President – Development Services
Cell: 307.286.5825 | AshbyM@AyresAssociates.com

Qualifications

About Ayres Associates

Ayres is enthused to respond to the City of Gering's request for proposals (RFP) for the development of a Facility Master Plan for Five Rocks Amphitheater. Ayres brings a national perspective and a broad range of specialties to the table. **Our in-house multi-disciplinary team brings a wealth of community planning, economic development, engineering, and landscape architectural experience to the project.**

Our team's leads and primary workhorses on the project are certified planners and licensed Landscape Architects and engineers, demonstrating a commitment to advancing the profession while providing our clients deliverables that are pragmatic, innovative, and effective.

Additionally, **we have some other unique experience that is applicable to this project.** David Land, our primary project contact, was Director of Planning at the Denver Zoo for four years. During this time he worked with stakeholders, vendors, performers, maintenance staff, guests, and a range of professional staff to design, implement, and then manage and operate numerous public outdoor spaces on campus. Many of these projects involved performance spaces where performers, staff, service, and visitors all needed to be considered. Most notably **he led the renovation of two large outdoor performance venues** on the Zoo campus. The Conoco Pavilion, a busy covered outdoor gathering space used for various events and the Wildlife Theater, a large amphitheater with seating capacity for 500 guests. This experience in both the design and operation of outdoor performance space gives our team practical insight that would benefit this project. Whether it be ADA issues, programming, vendor management and relations, or the individual complexities associated with various events, we are prepared to work with your team to develop solutions and planning that address the issues on all fronts.

Beyond checking the boxes describing our qualifications, we also want to present you with some insight into what makes us tick. Our Core Values are the elements that will help you get a glimpse into what matters most to us. By understanding what drives us, you'll be able to determine if we're a good fit for Gering. Without a personal connection, our technical skills won't do much good because a project like this relies on trust. You can have the best educated, most experienced professionals, but if they can't connect with the local people, elected officials, staff and developers, your project will struggle to gain traction.



We're passionate about working in places like Gering and look forward to bringing you exceptional planning services.

Although we've worked in some large urban places, we're most comfortable in small and rural communities. And as you can see from our values, we understand that projects can sometimes take unexpected detours. Our ability to connect with people on a meaningful level gives us the advantage of being able to understand their motivations and seek resolution to their concerns.

Do more, say less. These are words to live by and one of our guiding principles. We feel the same way about design work and facility assessments. Using more visuals and fewer words helps to communicate ideas effectively.

At the core of this philosophy is our desire to communicate effectively. Everyone should have the opportunity to engage in the process and understand the issues at hand. Our team will ensure that everyone in Gering can appreciate the importance of this project while contributing as much – or as little – as they'd like to the effort.

Ayres' national presence means we can provide you the service you need with the convenience of a team that's just a few miles away. Our project executive, Matt Ashby, is based in our Cheyenne, WY, office and can be in Gering in just 90 minutes. **When you need us, we'll be here – in person!**



OUR VALUES: WE NEVER LEAVE HOME WITHOUT THEM!

You're embarking on an adventure, and we want to join you! Here are a few of the values our team brings to help in guiding your project to success:



Compass. We won't compromise our values; we keep focused on "true north."



Boots. You never know when you might have to explore new terrain.



Swiss Army Knife. Things don't always go as planned. We bring the tools necessary for getting out of a jam.



Crowbar. Because leveraging makes everyone's life easier.



Harness. We're in this together. If one of us slips, the rest are there to carry the weight.



Trailblazer. We're not interested in treading the same path over again. Unique problems deserve tailored solutions.

Your
Goals



Our
Team

- REMODELED SUPERINTENDENT HOUSE**
 - Re-purpose historic cabin for event & programming or cabin use
 - Move staff housing to Park Service Area (see The Sinks Concepts A & B)
- THE RISE PLAZA**
 - Develop The Rise Overlook access
 - Create prominent corridor from the road
 - Passive interpretation experiences in plaza
 - Relocate existing Ridenour Memorial in Plaza
- SHADE STRUCTURE WITH PICNIC AREA**
 - Covered open-air gathering space
 - Relocate existing staff shop building to Park Service Area (see The Sinks Concepts A & B)
 - Add new restrooms, picnic area with shade structure, bike racks, and lawn with open views
- PARKING AREA**
 - Expanded parking with safer vehicle circulation and controlled access to Sinks Canyon Road
 - Landscape median for increased buffer from highway
 - Truck & trailer / RV / bus parking



MAP LEGEND

- Park Limits
- Existing Overhead Utility
- Existing Underground Utility
- Highway Right of Way
- Existing Trail
- Proposed Trail

THE RISE OVERLOOK

- Expanded overlook with additional vantage points
- Interpretive boardwalk

INTERPRETIVE WETLAND TRAIL

- Protect existing wetland area
- Provide additional vantage points

TRAIL CONNECTION

- Connect to existing and proposed trails

DISTRICT ORIENTATION SIGN

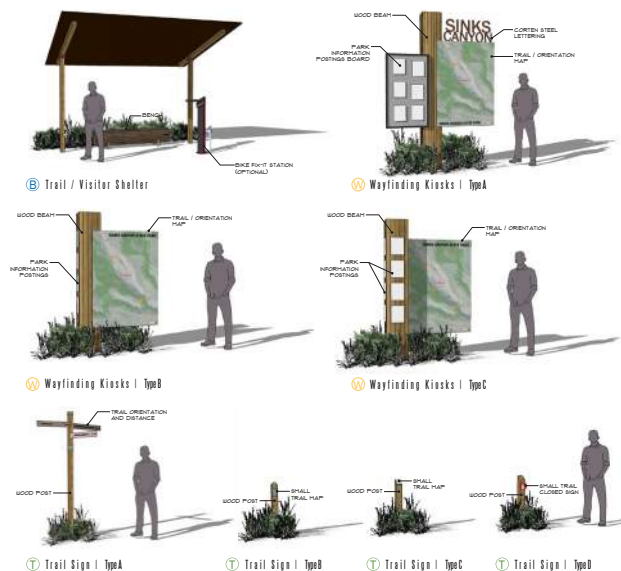
- Creates sense of arrival within district (See signage typography for design concepts)

NOTE:
Drawings are graphic illustrations and concepts. If a concept is selected for a capital investment project, final surveying, layout and sizing will be needed. The final design changes from what is shown on the drawings will be evaluated. Register of Historic Places review will be required. Water and restroom facility improvements will be conducted in future design phases. Concept design mapping is not a final product and on the ground sketches. Final design is required for preparation of final plans.

SINKS CANYON MASTER PLAN

Lander, WY

The State of Wyoming Parks and Cultural Resources Department selected Ayres to develop a master plan for Sinks Canyon State Park. The plan is intended to provide overarching guidance for management decisions and capital maintenance/investments over time. The project was organized around four central steps: Soar, Sink, Rise, Climb. The first stage provides an overview of existing conditions. Sink explores a deep dive into the options available for consideration. Rise creates the plan to guide future actions, and Climb provides an implementation framework describing the next steps.



Information

- **Client:** State of Wyoming
- **Reference:** Carly-Ann Carruthers
307.777.6968 | carlyann.carruthers@wyo.gov



SINKS CANYON: PUBLIC ENGAGEMENT

Lander, WY

In August of 2021 Wyoming State Parks staff asked the Ayres team to assist with public engagement related to the Sinks Canyon Master Plan Implementation.

A public meeting was held in Lander to communicate the engagement and outreach efforts to date, to review the goals and guiding principles of the master plan and to educate stakeholders about the implementation process for phased projects described in the master plan.

During the meeting there were opportunities for the community to use the QR code software to communicate what they loved most about Sinks. Following the presentation there were stations set up in the meeting room to allow the public to learn more about upcoming projects, ask questions, and voice concerns.

Community members were encouraged to check the park website to find out more and for ongoing updates on projects: <https://wyoparks.wyo.gov/index.php/sinks-canyon-master-plan>

Information

- **Client:** Wyoming State Parks
- **Reference:** Carly-Ann Carruthers
307.777.6968 | carlyann.carruthers@wyo.gov





BUFFALO BILL RESERVOIR & STATE PARK RESOURCE MANAGEMENT PLAN & ENVIRONMENTAL ASSESSMENT

Cody, WY

In 2022 Ayres and our professional subconsultant team was selected by Wyoming State Parks and Cultural Resources to develop a master plan for Buffalo Bill State Park. In preparation for this effort, Ayres conducted a strategic public engagement with stakeholders, users, and community members to gain insights on what was working at the park as well as areas that needed improvements. Additionally, the team worked with Bureau of Reclamation and other agencies to conduct a Social, Natural, and Cultural Resources Inventory along with a Resource Management Plan and associated Environmental Assessment to meet federal requirements for the project.

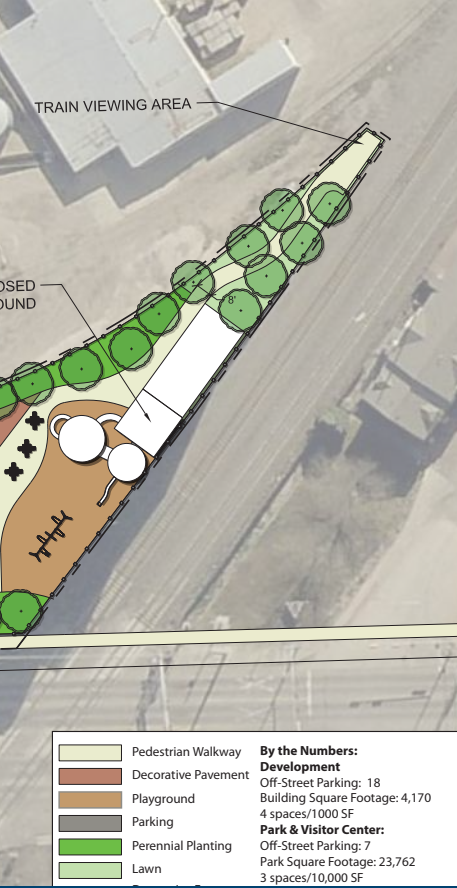
The final document was to be a framework for Wyoming State Parks and the operators of the park, to have a clear management plan for the facility for decades to come. The plan will address capital improvement projects as well as operational and programming elements.

The work on this project is ongoing but is expected to be completed by the end of 2024.



Information

- **Client:**
Wyoming State Parks and Cultural Resources
2301 Central Ave, 4th Floor, Cheyenne, WY 82002
- **Reference:** Dan Bach, CIG, RPA; Senior Planner
307.777.6314 | dan.bach@wyo.gov



PADD BROWNFIELD ASSESSMENT

Nebraska

In 2017, the Panhandle Area Development District (PADD) received an EPA Brownfields Assessment Grant to help 15 of its communities identify existing brownfield sites and plan for their cleanup and redevelopment. Ayres was contracted by PADD to provide redevelopment planning services for these communities. As part of grant activities, Ayres conducted the following services: grant strategies for key redevelopment sites, reuse case studies, zoning analyses, strategic planning, reuse visualizations, and conducted several Brownfield + COVID Adaptations workshops during the pandemic. Work concluded in the Fall of 2021.

Communities we worked with:

- Bayard
- Chadron
- Pin Bluffs
- Scottbluff
- Gering
- Crawford
- Kimball



Information

- **Client:** Panhandle Area Development District
- **Reference:** Megan Koppenhafer, Community Health Planner
308.633.2874 | mkoppenhafer@pphd.org



GERING COMPREHENSIVE PLAN

Gering, NE

The City of Gering launched an update to its planning documents, a task that had not been tackled in nearly 40 years. Ayres assisted the City with the update, which established the basis for guiding growth and regulating change over time in the community. The project consisted of facilitating meaningful public engagement opportunities, coordinating and executing several signature public workshops, leading the writing and execution of the comprehensive plan, and identifying strategies for updating the zoning code to reflect the goals of the plan.

What We Learned

Plan Gering implements a District Framework approach, recognizing that each district plays a unique function within the City and respects the interdependency of the parts. The City was divided into 11 districts based on character, context, and development patterns.

Each district defines the existing and future desired character, providing predictability in planning and development, and allowing for flexibility with land uses.



Information

- **Client:** City of Gering, NE
- **Reference:** Annie Folck, Project Manager, 308.436.6845 | afolck@gering.org



INDUSTRIAL SITE CERTIFICATION

Gering, NE

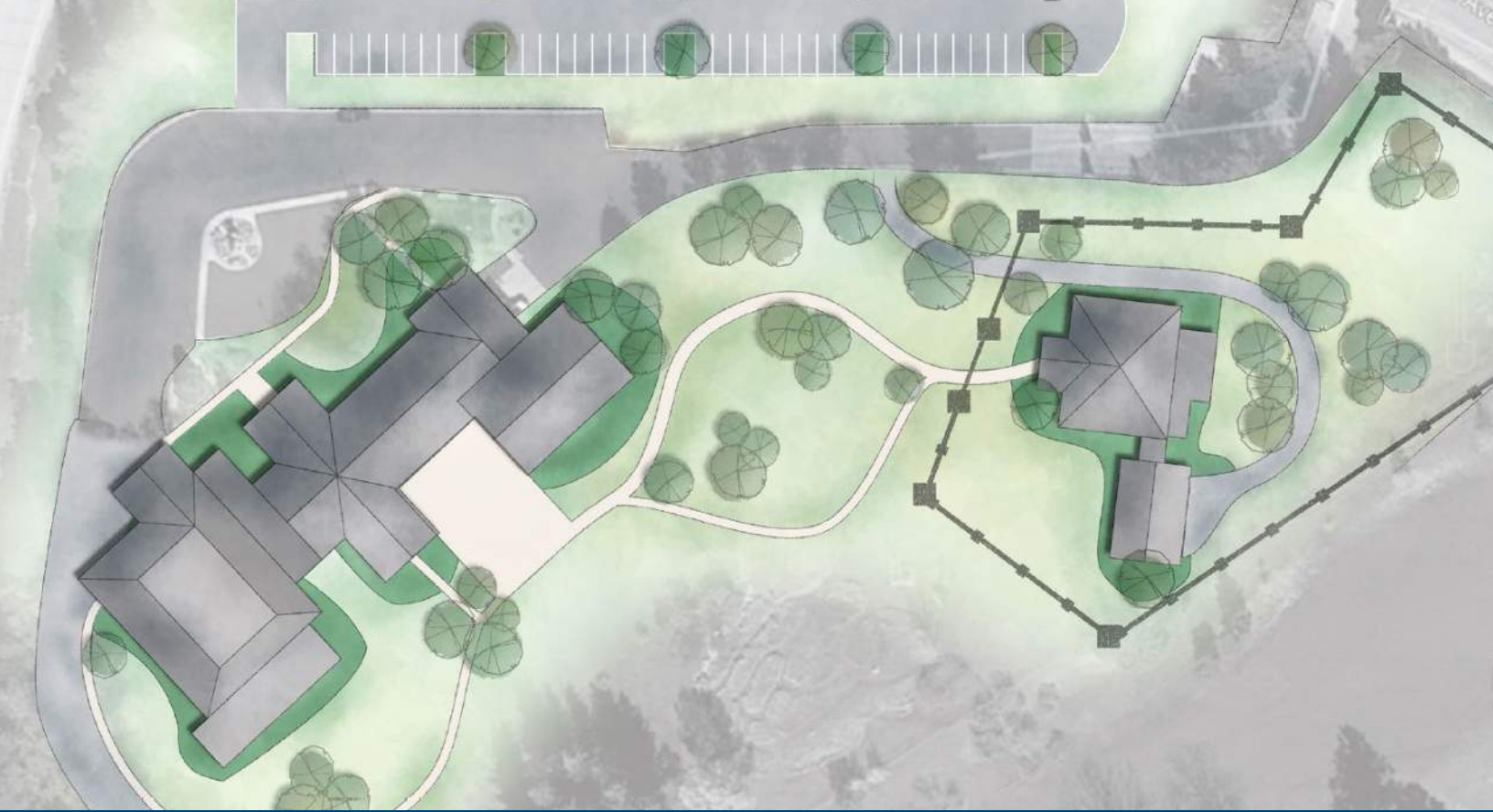
As an extension of the City of Gering's Comprehensive Planning process, Ayres was contracted to provide an industrial site certification brochure for the Twin Cities Development Association. This document provides key relevant information for the organization to market property and generate economic development. Ayres provided a third-party review and packaged summary information regarding the following elements:

- Zoning
- Site mapping
- Site photos
- Transportation corridors, including: truck, rail, and air services
- Public utility capacities at the site
- Development incentives
- Presence of mapped floodplain and floodway (FEMA)
- Presence of mapped wetlands
- Existing topography
- USGS soil survey
- Conceptual road layout and parceling
- Regional demographics and tax rates
- Local education, healthcare, and housing
- Hydrography, topography, wetlands
- Soil survey
- Site layout and design concepts
- Demographics and tax rates
- Education, healthcare, and housing

Since the site certification was completed in 2018, the industrial park has generated several leads, with opportunities being identified by the Nebraska Department of Economic Development. With its positioning adjacent to the Heartland Express highway and proximity to high land prices in the Rocky Mountain Front Range, Gering is an ideal location for development.

Information

- **Client:** Twin Cities Development Association, Inc., Economic Development for Western Nebraska, 308.632.2833 | development@tcdne.org
City of Gering, Annie Folck, City Engineer, 308.436.6845 | afolck@gering.org



GOVERNOR'S RESIDENCE SITE ANALYSIS

Cheyenne, WY

Ayres assisted the State of Wyoming with discussions and planning to identify the best possible locations for a new Governor's Residence. Selected by a cross-section of representatives from the State Building Commission, legislators, and the State Construction Department, Ayres assisted with visioning sessions, alternative site concepts, cost estimating, and a strategic report with final recommendations. Ayres provided site development concepts for four (4) possible sites.

The Governor's Residence Working Group focused its exploration on 14 sites and then narrowed the alternatives to three new sites and the existing site. The existing site was considered with modifications that could address several of the shortcomings. A new

residence could be constructed on the current site, creating a modern residence that better addresses the functional and security issues, along with expansion and remodeling of the current space to accommodate public functions.

Timeline: Began mid-2018, completed November 2018; delayed slightly due to requested revisions

Original budget/final cost: \$38,000/\$38,000

Public participation process: Survey, stakeholder interviews, open house

Challenges: Facilitating a group of elected officials regarding a complex topic was challenging, yet rewarding. Building consensus was critical.

What we learned: Ayres' diverse team of specialists can be brought in to assist with projects at a moment's notice. For this project, we utilized various additional staff members for engineering and site design to help enhance the project. We anticipate that you may benefit from our multi-disciplinary team.

Information

- **Client:** Wyoming Department of Administration and Information
- **Reference:** Suzanne Norton | 307.777.7272



BELVOIR RANCH MASTER PLAN

Cheyenne, WY

Ayres' experience developing comprehensive plans for open space parks is highlighted by the development of the Belvoir Ranch Master Plan by our project principal while working for the City of Cheyenne.

Located 16 miles west of Cheyenne, Belvoir Ranch and The Big Hole consist of 18,800 acres and an additional 3,400 acres of land leased from the State of Wyoming.

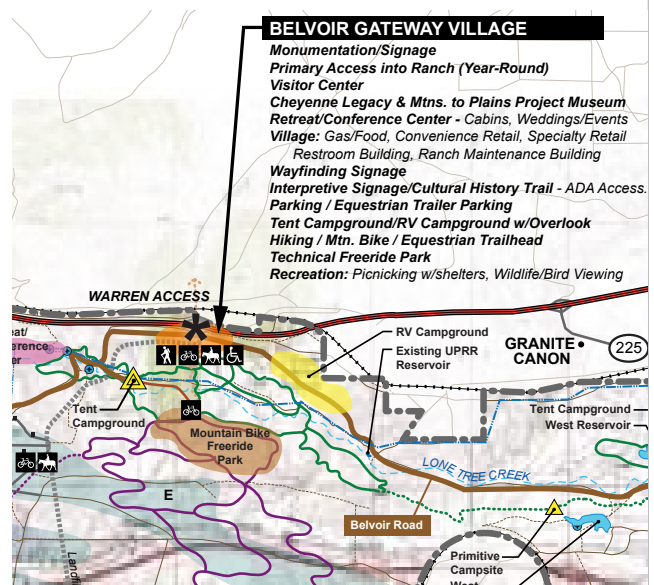
This plan demonstrates the style of communication we feel is essential for a successful project:

<https://www.cheyennecity.org/files/sharedassets/public/departments/planningdevelopment/reduced-bvrbr-plan.pdf>

Information

- **Client:** City of Cheyenne
- **Master Plan Management by Matt Ashby while employed with City of Cheyenne**

This project worked to establish a link between open space amenities and economic development. As the State of Wyoming looks toward moving forward with the ENDOW economic diversification initiative, this type of linkage could be positive in tapping into new funding sources to aid in the implementation of similar master planning efforts.



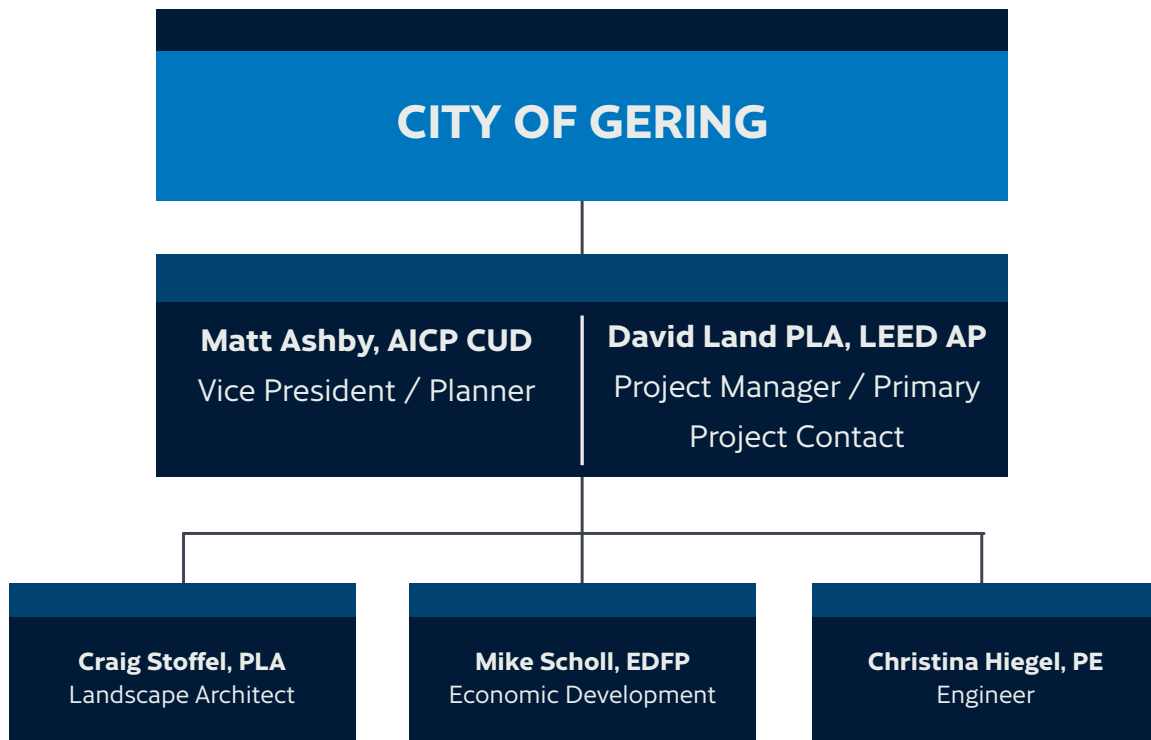


Personnel Qualifications & Availability

We've organized a team that brings real value to the City of Gering's Facility Master Plan for Five Rocks Amphitheater, and we will work collaboratively through all phases of the project. **Our team has the capacity and resources needed to complete this project.**

Assembling the right people at the right time is crucial to your project's success, and highly focused expertise uplifts the end result. To that end, our team brings together the knowledge, talent, and abilities to result in a successful project – and a rewarding experience for those with whom we collaborate. We are enthusiastic about creating a plan that is cost-effective, enduring, and responsive to your needs and, most importantly, your community's needs. Our team is well-balanced with the right amount of experience to lead you through the planning and design.

Resumes for these key team members are included on the following pages.





Matt Ashby, AICP CUD Planner / Vice President

Matt's urban planning expertise complements Ayres' engineering, architectural, geospatial, and environmental services to the great benefit of our clients. Based in our Cheyenne, Wyoming, office, Matt manages our planning, landscape architecture, and environmental efforts in the West and provides planning services on projects nationwide. Matt served for seven years as the City of Cheyenne's planning director and brings 15+ years of local government experience. His enthusiasm for vibrant community development sharpens the focus of Ayres' work on brownfield redevelopment, transportation planning, park and recreation planning, and landscape architecture.

Matt's eye for innovation has been recognized by his peers, with project accolades including the American Planning Association's Daniel Burnham Award – the highest award given for a comprehensive plan.

Total Experience

20 Years

Education

BS, Environmental Design,
University of Colorado

MS, Urban and Regional
Planning, University of
Colorado

Awards

American Planning Association
Daniel Burnham Award

Select Experience

- Comprehensive Plan and Zoning Code Update, Gering, NE
- Panhandle Area Development District Brownfield Assessment, Scottsbluff, NE
- West Hastings Redevelopment Visioning, Hasting, NE
- Brownfield Grant, Chadron, NE
- Sinks Canyon Master Plan, Fremont County, WY
- Sinks Canyon State Park, Public Meeting, WY
- WY Governor's Residence Planning Services, Cheyenne, WY
- Main Street Economic Impact Toolkit, Gillette, Rocks Springs, Laramie, Evanston, Goshen County, WY
- Upton Futures – Economic Development Strategy, Upton, WY
- Plan Cheyenne Comprehensive Plan, Cheyenne, WY
- On-Call Planning & Economic Development Services, Town of Estes Park, CO
- Belvoir Ranch Master Plan, City of Cheyenne, WY (Project Manager as City Staff)
- Cheyenne West Edge – Visioning, Engagement, Grant Writing Implementation, Cheyenne, WY
- Steam Plant Revitalization Planning, Zoning, & Entitlements, Cheyenne, WY
- Land Use & Development Code Update, Brighton, CO



David Land, PLA, LEED AP

Project Manager/Point of Contact

David brings the perspectives of both consultant and client to the table. Landscape architecture clients benefit from that understanding, as well as David's genuine passion for consulting. In his 27-year career David has collaborated with an array of local, national, and international consultants, client teams, and sector experts to steward detailed design and implementation. David has been involved in planning, design, and construction administration for numerous complex site projects spanning civic, residential, retail, educational, brownfield, and sports and recreation spaces. Some of David's specializations include higher education and health care campuses, civic/cultural spaces, exterior sports surfacing, recreation and park spaces, green roofs, customized drainage systems, and complex plant selection.

Total Experience

28 Years

Registrations

Professional Landscape Architect, CO, WY, AZ (pending)

Certifications

Leadership in Energy and Environmental Design Accredited Professional

Education

BLA, Landscape Architecture, Ball State University

Select Experience

- Panhandle Area Development District Brownfield Assessment, Scottsbluff, NE
- Plaza and Craft Market, Bayard, NE
- Outdoor Recreation Master Plan, Public Involvement, and Feasibility Study, Wiley, CO
- Buffalo Bill Reservoir and State Park Resource Management Plan and Environmental Assessment, Cheyenne, WY
- Sinks Canyon State Park Master Plan, Cheyenne, WY
- Poudre River Trail Corridor Mast Plan Update, Greely, CO
- Tri-County Recycling Master Plan, Outagamie County, WI
- Converse Avenue Reconstruction Plan, Cheyenne, WY
- Alice Pleasant Park Design & Engineering Services, Craig, CO
- Edgar Ballfield and Community Park Plan & Phasing, Edgar, WI
- Concept Planning for Mountain Lion Exhibit at Lincoln Park Zoo, Manitowoc, WI

Experience With Fundraising, Grant Writing & Grant Admin.

- CDOT Opportunity 1 Grant, Streetscape Improvements, Montrose, CO (\$2 Million Awarded)
- CDOT Opportunity 1 Grant, Streetscape Improvements, Basalt, CO (Pending)
- CDOT Opportunity 2 Grant Administration, Streetscape Improvements, Windsor, CO
- CDOT Opportunity 2 Grant Administration, Streetscape Improvements, Springfield, CO



Craig Stoffel, PLA Landscape Architect

Craig has 17 years of experience in a broad range of projects, including community parks, plazas, pocket parks, recreation and trail master planning, regional trail systems, K-12 site planning and design including outdoor learning environments and athletic facilities, multi-use sports fields, higher education campus design, State Park and National Park Service master planning, and community revitalization planning.

Craig's experience in community park master planning and design is rooted in community engagement. He understands designing a park begins with the community itself. Creating a unique and engaging park is achieved through public outreach, listening, and experience. Craig brings an understanding of the importance that outdoor environments have on the physical and psychological development of the public. His designs are driven by the principles of equity, inclusion, and the belief that connections to the outdoors are fundamental to the enrichment of the surrounding community and all age groups that will benefit from and enjoy.

Total Experience

17 Years

Registrations

Professional Landscape Architect, CO, AZ

Education

BS, Landscape Architecture, Colorado State University

Select Experience

- Panhandle Area Development District Brownfield Assessment, Scottsbluff, NE
- Plaza and Craft Market, Bayard, NE
- San Luis Plaza Design, San Luis, CO
- Alice Pleasant Main Street Plaza, Craig, CO
- Woodbury Park Sports Plaza, Craig, CO
- Complete Streets Projects, Hortonville, WI
- Springfield Main Street Revitalization CDOT, Springfield, CO
- Windsor DDA Wayfinding, Windsor, CO
- Hwy 85 Corridor Landscape Design, Evans, CO
- Edgar Ballfields Master Plan Update, Edgar, WI
- Brownfield Assessment Coalition Grant, Craig, CO
- Poudre River Corridor East Expansion, Greely, CO

Select Experience While Under Previous Employment

- North Main Street Corridor & Public Plaza, Aztec, NM
- Soda Springs Park Master Plan & Community Outreach, Manitou Springs, CO
- Historic Tram Park, Twin Buttes, Durango, CO
- Benedict Fountain Park Improvements, Denver, CO
- Penrose Park Master Plan, Penrose, CO
- West Meadows Park, Twin Buttes, Durango, CO
- Animas River Trail (multiple sections), Durango, CO
- Memorial Park River Access & Community Outreach, Durango, CO



Mike Scholl, EDFP

Economic Development Professional

Among Mike’s experience are strategic planning, downtown redevelopment, brownfield remediation, grant writing, and comprehensive economic development. Mike’s responsibilities include research and evaluation of data related to social, housing, economic, population, environmental, and land use trends; developing planning studies and reports; performing plan reviews; preparing permits; researching and analyzing residential and commercial development projects; reviewing and preparing environmental assessments, plans, and documents; and conducting field evaluations and assessments.

Total Experience

29 Years

Education

BA, Political Science, University of Michigan

MS, Public Policy, University of Michigan

MS, Urban Planning, University of Michigan

Select Experience

- Resiliency Roadmap – EDA Strategic Plan, State of Colorado (East Central Region)
- Community Master Plan Update, Evans, CO
- Urban Renewal Strategic Plans, Cheyenne, Laramie, Rock Springs, WY
- Upton Futures – Economic Development Strategy, Upton, WY
- Empress Loft Housing Development, Laramie, WY
- Grant Writing (various programs), Douglas, Laramie, WY
- Master Plan, Evans, CO
- Economic Development Assistance and Grant Strategy, Carbon County, WY
- Wyoming Pickaxe Toolkit, Cheyenne, WY
- Laramie Main Street Alliance Housing Feasibility, Laramie, WY
- Planning Services, Severance, CO
- Community Development, Estes Park, CO
- On-Call Services, Windsor, CO
- Cheyenne LEADS Redevelopment Assistance/On-Call Services, Cheyenne, WY
- Urban Renewal and Main Street Board Education Sessions, Evanston, WY
- Rib Mountain Drive Master Plan, Rib Mountain, WI
- South Florida Avenue Master Plan, Lakeland, FL



Christina Hiegel

Environmental Engineer

Christina is a business development specialist, Christina focuses on identifying opportunities where Ayres' brownfield redevelopment strategists, urban planners, and landscape architects can put their mix of skills to use for clients with environmental and planning challenges that need creative solutions.

Christina brings 20 years of experience as a civil/environmental engineer, data quality expert, and project manager. Christina has served oil, gas, chemical, waste management, municipal, state, and federal clients. She has managed and participated in remediation projects involving soil vapor extraction, multi-phase vapor extraction, in situ chemical oxidation (ISCO), and monitoring of contaminant natural attenuation. She has a solid understanding of environmental regulations and compliance and is well-networked with regulatory officials in the West and nationwide.

Christina has managed projects with complex soil, groundwater, surface water, and vapor intrusion problems on large sites. She has provided leadership on quality assurance/quality control standards and procedures on projects including quality assurance project plans (QAPP), sampling plans, and data validation/evaluation for use in compliance monitoring, risk assessments, and closures. She has also led the way on EPA methods and data validation applications.

Christina has managed large teams and has a passion for mentorship. Her work ethic and conscientious devotion to clients over the long haul fits well with Ayres' culture of integrity and long-term relationships.

Select Experience

- LMSA Empress Owners Representative Assistance, Laramie, WY
- Craig CO - On Call Project Assistance, Craig, CO
- City of Loveland, CO Brownfield Assessment Grant - Planning and Visioning, Loveland, CO
- Springfield, CO Economic Vision Plan, CO
- Wyoming Pickaxe Toolkit, WY
- Hinsdale Co Area Wide Planning, Hinsdale County, CO
- Hinsdale Co Site Inventory & Community Outreach, Hinsdale County, CO
- Craig CO Site Inventory & Community Outreach, Craig, CO

Total Experience

20 Years

Registrations

Registered Professional Engineer, WY, CO

Certifications

Hazardous Waste Operations and Emergency Response 8-Hour Supervisor Training

Hazardous Waste Operations and Emergency Response 40-Hour Training

Education

BS, Architectural Engineering, University of Wyoming

Memberships

Society of American Military Engineers

Project Proposal

We have drafted the following scope of services around the outline provided in Attachment A of the Request for Proposal and have also provided some optional services to illustrate our commitment to right sizing the scope and providing the best value for your community. While we have put significant thought into the following approach and scope we are absolutely open to discussing other ways to modify our scope and fees to best fit with your project goals and budget.

ASSESS - Evaluate current conditions of the facilities

For efficiency we are proposing conducting the first public engagement when we are in town to perform the site assessments. Our plan would be to come into town early, do the assessment walk to take measurements and photos, and then conduct an open house and listening session in the evening to introduce the community to the project and start to identify what is working and what improvements might be desired. This could be open to the public or targeted at key stakeholders like event and concert organizers. We would work with your staff prior to the visit (at the project kickoff) to define the agenda for the trip and could be prepared with boards showing the various sites so that we could engage participants in activities aimed at documenting strengths, weaknesses, opportunities and threats. The following morning, we would de-brief with staff, do any other assessment observations and head back home. This way we can be more efficient with travel and provide better value. In all cases we try to group visits for efficiency and we typically try to engage the public and stakeholders whenever we are in town.

In terms of the assessment and observation, we would want to have key staff available as well as any maintenance folks that are assigned to the facility. A few stakeholders could be included to start that conversation if appropriate. Either way, we want to hear about the details of the infrastructure and programming. We will photograph and take simple measurements with a tape, laser level, and “smart level” to identify key ADA concerns. Depending on the extent of ADA issues and the availability of asbuilt drawings we might recommend a site survey to more clearly define ADA or grading and drainage issue.

TASKS	NOTES	DATE	
Project Kickoff Meeting (<i>Virtual</i>)	Plan 1st site visit (facility assessment & open house)	3/2/23	
Prep for 1st site visit	Public engagement plan, prepare assesment & meeting materials	3/3/23 - 3/17/23	1st Trip
Five Rocks Amphitheater	Site Walk - ADA evaluation, capacity, stage functionality	3/30/23 - 3/31/23	
Robidoux Park	Site Walk - Capacity, potential growth	3/30/23 - 3/31/23	
Grasslands	Site Walk - Potential uses	3/30/23 - 3/31/23	
Traffic Flow	Site Walk - Evaluated partly on trip and partly later in plan & aerial	3/30/23 - 3/31/23	

Baseline Tasks
Baseline tasks as outlined included in the primary scope and fee proposal.

Optional Tasks
Optional tasks that may be beneficial to the project. These tasks are not included in the primary scope but can be added at the discretion of the City.

ENGAGE - Work with staff to gain community input from all demographics

Following our first trip for assessment and initial engagement we will prepare a summary for your staff and stakeholders to review. This will outline observations, identify problem areas, and will present an key themes we heard in the engagement. At this point, if budget is available, and staff feels it would be helpful, we could publish a survey (broadly or to a targeted group) to collect further comment on the facility. This could be decided based on turnout at the first meeting or built in earlier if desired. A survey is not included in our base scope but is listed as an option in our proposal.

Our current scope and fees include a second site visit that would include attending a community event. Since Oregon Trail Days is a large and long-held event we targeted it in our proposal and schedule. Experiencing this event first hand will likely provide important operational information and will be another opportunity to engage the public. Our plan would be to have two staff members in attendance and available at a booth where we would have some games and giveaways aimed at connecting with event attendees. We could also spend a little time with staff and event managers to see what is working and what could be improved at the facility. Again, our goal is to gain critical insight into how you are using the facility in a real-world condition. If it makes more sense to attend a different event, we are certainly open to that. Again, we picked this event as an assumption for this proposal based on its size and long history, but we could also attend a different event if it is more appropriate or if the timing is better. By including Trail Days in our schedule, it does push out the final report approximately four weeks. Additionally, if timing and budget are an issue with what we have presented here we have also provided an option to eliminate this trip and stick with one site visit. We are happy to discuss this with you and determine what is best for the project. If this second site visit is selected, we would also produce an observations and engagement summary and review this with staff and stakeholders as applicable and appropriate.

Follow-Up Workshop – An optional third public/stakeholder engagement is shown in our scope and fee as another optional add. It is not included in our base fees but presented for your consideration as we have found that it can help illustrate to the community and those engaged previously that they were heard. It also provides an opportunity to confirm findings and project assumptions. It could be a good option if you have concerns about project buy-in but may not be necessary if that is not a big issue for this project.

TASKS	NOTES	DATE	
Open House 1 - Input	For public comment (combined trip with assessment)	3/30/23 - 3/31/23	1st Trip
Site Visit Summary	Prepare site visit summary & assessment report	4/3/23 - 4/7/23	
Meeting with Staff (<i>Virtual</i>)	Follow up to 1st Visit / Review summary & assesment	4/11/23	
Online Survey	Optional	4/20/23 - 5/12/23	
Meeting with Staff (<i>Virtual</i>)	Review and summarize survey/plan Community Event	5/19/23	
Prep for 2nd site visit	Public engagement plan & meeting materials	5/22/23 - 6/3/23	
Community Event - Input (Oregon Trail Days)	Site Visit - to observe and have second open house	7/13/23 - 7/14/23	2nd Trip
Community Event Summary Report & Recommendations	Report & Recommendations Outline	7/21/23	
Staff Meeting (<i>Virtual</i>)	Review meeting summary and recommendations	7/26/23	
Follow Up Workshop (Optional)	Optional (Site Visit)	8/10/23	3rd Trip

PLAN - Determine short and long-term goals for the facility

And finally, after all the assessment and engagement is completed, we will present a basic report outline for your review and comment. Once this is approved, we will finish any work on facility research, ADA investigation, and policies. We will also explore expansion options with concept level sketches and diagrams and build the cost models to gain insight into the order of magnitude of any proposed changes. We will then package a rough draft for your review and discuss it with you and your team in a virtual meeting. There may also be a need to have some intermediate virtual calls to flesh out key areas of the plan. This has been accounted for in our fee.

After approval of the draft, we will finalize the plan and provide one final comment period for your team. The report will consist of our assessment (including supporting site diagrams and illustrations), a summary of the engagement, as well as final recommendations for long and short term next steps. Our goal will be to fully “tee-up” the individual projects that will inevitably come from this plan and will be supported by concept level development drawings and cost modelling for budget purposes.

TASKS	NOTES	DATE
Report Outline	Provide outline for client review and approval	8/15/23
Research event expansion	Focus area - explore ways to host larger events	8/18/23 - 8/25/23
Explore RV Park Expansion	Focus area - Concept map of potential expansion options	8/18/23 - 8/25/23
ADA Overview	Focus area - concept map of ADA issues and solutions	8/18/23 - 8/25/23
Non-Programmed Recreation Options	Focus area - sketch concepts with recreation ideas	8/18/23 - 8/25/23
Cost Estimate	Focus area - develop cost model for budgeting purposes	8/18/23 - 8/25/23
Use Policies	Focus area - look at precedent use policy	8/18/23 - 8/25/23
Draft Plan	Develop Draft Plan for Review	8/18/23 - 8/25/23
Staff Meeting (<i>Virtual</i>)	Review draft with Gering	9/13/23
Finalize Plan	Develop Final Plan	9/14/23 - 9/29/23

COST

Facility Master Plan for Five Rocks Amphitheater

Request for Proposals

City of Gering

February 1, 2023

Ingenuity, Integrity, and Intelligence.

www.AyresAssociates.com



Cost

The following pages show the tasks with associated costs we expect for this project. This plan includes two (2) trips with an option to remove the 2nd or add a 3rd trip.

TASKS	NOTES	COST
ASSESS - Evaluate the current conditions at each facility		\$8,176
Project Contracting, Mangement, and Administration		
Project Kickoff Meeting (<i>Virtual</i>)	Plan 1st site visit (facility assessment & open house)	
Prep for 1st site visit	Public engagement plan, prepare assesment & meeting materials	1st Trip
Five Rocks Amphitheater	Site Walk - ADA evaluation, capacity, stage functionality	
Robidoux Park	Site Walk - Capacity, potential growth	
Grasslands	Site Walk - Potential uses	
Traffic Flow	Site Walk - Evaluated partly on trip and partly later in plan & aerial	
ENGAGE - Work with staff to gain community input		
Open House 1 - Input	For public comment (combined trip with assessment)	1st Trip
Site Visit Summary	Prepare site visit summary & assessment report	
Meeting with Staff (<i>Virtual</i>)	Follow up to 1st Visit / Review summary & assesment	
Online Survey	Optional	
Meeting with Staff (<i>Virtual</i>)	Review and summarize survey/plan Community Event	
Prep for 2nd site visit	Public engagement plan & meeting materials	2nd Trip - option to subtract on following pg
Community Event - Input (Oregon Trail Days)	Site Visit - to observe and have second open house	
Community Event Summary Report & Recommendations	Report & Recommendations Outline	
Staff Meeting (<i>Virtual</i>)	Review meeting summary and recommendations	
Follow Up Workshop (Optional)	Optional (Site Visit)	3rd Trip

Baseline Tasks
Baseline tasks as outlined included in the primary scope and fee proposal.

Optional Tasks
Optional tasks that may be beneficial to the project. These tasks are not included in the primary scope but can be added at the discretion of the City.

TASKS		NOTES	COST
PLAN - Determine short term and long term goals for the facility			\$17,640
Report Outline		Provide outline for client review and approval	
Research event expansion		Focus area - explore ways to host larger events	
Explore RV Park Expansion		Focus area - Concept map of potential expansion options	
ADA Overview		Focus area - concept map of ADA issues and solutions	
Non-Programmed Recreation Options		Focus area - sketch concepts with recreation ideas	
Cost Estimate		Focus area - develop cost model for budgeting purposes	
Use Policies		Focus area - look at precedent use policy	
Draft Plan		Develop Draft Plan for Review	
Staff Meeting (Virtual)		Review draft with Gering	
Finalize Plan		Develop Final Plan	
TOTAL			\$39,440

Optional Services			
Online Survey	Optional		+\$1,500
2nd Trip - Community Event	Option to subtract		-\$7,472
Follow Up Workshop (Optional)	Optional (Site Visit)		+\$6,500
Economic Development	Option to provide scope and fee		+ TBD
3D Rendering	Option to add		+\$3,500

\$ 45,940

Baseline Tasks
Baseline tasks as outlined included in the primary scope and fee proposal.

Optional Tasks
Optional tasks that may be beneficial to the project. These tasks are not included in the primary scope but can be added at the discretion of the City.

Agenda Item Summary

For the meeting of: March 13, 2023

Agenda item title: Approve bid for 2023 Ford F150 4x4 SSV Pickup – Police Department

Submitted by: George D. Holthus, Police Chief

Explanation of the agenda item: As Part of the 2023 Budget, the Police Department budgeted \$65,000 to replace a 2010 Chevy Silverado Pickup with 114,964 miles. The City will be able to purchase a 2023 Ford F150 4x4 SSV pickup through the State of Nebraska Bid through Anderson Auto Group in Lincoln.

Board/Commission/Staff recommendation: Approve the purchase through the Nebraska State Bid process (Anderson Auto Group) in the amount of \$49,352 plus a drop ship fee of \$750. The 2010 Chevy pickup will be sold at auction.

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

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

If no, comments:

Estimated Amount \$49,352 + \$750 drop ship fee = Total \$50,102

Amount Budgeted \$65,000

Department Police Department

Account 160-32-6460

Account Description Capital Outlay- Special Projects Fund, Insurance Proceeds

Approval of funds available: *Elizabeth A. Lantzenhiser*
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 Wellf

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.

ANDERSON

www.AndersonAutoGroup.com

March 9th, 2023

State Contract # 15779

1. 2023 Ford F150 5L V8 4x4 model SSV: \$48,467
2. Removal of console between front seats--included
3. Front and rear floor mats--included
4. Trailer tow package--included
5. Cargo light: \$95
6. Standard gears--included
7. Factory spray-in bed liner: \$695
8. 100-watt siren speaker--included
9. Disable daytime running lights: \$95
10. Setina PB 400 push bumper--included
11. Red/white dome light: included
12. Police prep package #1--included
13. Police prep package #2--included
14. Driver's side spotlight--included
15. Standard paint. Black--included
16. Drop shipment charges as applicable: \$750

Total Price: \$50,102

Bobby Colclasure

Anderson Auto Group

Commercial & Fleet Director

2500 Wildcat Dr., Lincoln, NE 68521

Cell-402-617-4521

Because People Matter...

We will serve your needs by always doing what is right.



LINCOLN



LINCOLN NORTH
2500 Wildcat Drive
Lincoln, NE 68521
402 458 9800

LINCOLN SOUTH
3201 Yankee Hill Road
Lincoln, NE 68512
402 464 0661
(Opening Fall 2011)

GRAND ISLAND
120 Diers Avenue
Grand Island, NE 68803
308 384 1700

ST. JOSEPH
2207 North Belt Highway
St. Joseph, MO 64506
816 383 8000

Agenda Item Summary

For the meeting of: March 13, 2023
Agenda item title: Approve purchase of 2023 Dodge Durango – Police Department
Submitted by: George D. Holthus, Police Chief

Explanation of the agenda item: As Part of the 2023 Budget, the Police Department budgeted \$55,000 to replace a 2015 Ford Explorer with 95,044 miles. The City will be able to purchase a 2023 Dodge Durango through the State of Nebraska Bid through Gene Steffy Auto Group in Fremont.

Board/Commission/Staff recommendation: Approve the purchase through the Nebraska State Bid process (Gene Steffy Auto Group) in the amount of \$44,276. The 2015 Explorer will be sold at auction.

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

If no, comments: _____
Estimated Amount \$44,276
Amount Budgeted \$55,000
Department Police Department
Account 114-32-6363
Account Description Capital Outlay Public Safety Fund

Approval of funds available: *Elizabeth A. Lautzenhiser*
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 Wellf*

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.

GENE STEFFY AUTO GROUP
 2545 EAST 23RD AVENUE SOUTH
 FREMONT, NE 680252478

Configuration Preview

Date Printed: 2023-03-09 5:14 PM
 Estimated Ship Date:

VIN:
 VON:

Quantity: 1
 Status: BA - Pending order
 FAN 1: 001PT City of Gering
 FAN 2:
 Client Code:
 Bid Number: TB3105
 PO Number:

Sold to:
 GENE STEFFY AUTO GROUP (66771)
 2545 EAST 23RD AVENUE SOUTH
 FREMONT, NE 680252478

Ship to:
 GENE STEFFY AUTO GROUP (66771)
 2545 EAST 23RD AVENUE SOUTH
 FREMONT, NE 680252478

Vehicle: 2023 DURANGO PURSUIT VEHICLE AWD (WDEE75)

	Sales Code	Description	MSRP(USD)
Model:	WDEE75	DURANGO PURSUIT VEHICLE AWD	41,415
Package:	22Z	Customer Preferred Package 22Z	0
	EZH	5.7L V8 HEMI MDS VVT Engine	2,995
	DFD	8-Spd Auto 8HP70 Trans (Buy)	0
Paint/Seat/Trim:	PXJ	DB Black Clear Coat	0
	APA	Monotone Paint	0
	*C5	Cloth Bucket Seats w/ Shift Insert	0
	-X9	Black	0
Options:	4DH	Prepaid Holdback	0
	4ES	Delivery Allowance Credit	0
	MAF	Fleet Purchase Incentive	0
	YEP	Manuf Statement of Origin	0
	LNF	Black Left LED Spot Lamp	610
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	174	Zone 74-Denver	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB3105	Government Incentives	0
Discounts:	YG1	7.5 Additional Gallons of Gas	0
Destination Fees:			1,595

Total Price: 46,615.

Order Type: Fleet
 Scheduling Priority: 1-Sold Order
 Salesperson:
 Customer Name:
 Customer Address:

PSP Month/Week:
 Build Priority: 99

*Sale Price
 \$44,276*

Instructions: USA

Price Includes
 F+R Floor Mats
 F+R LED'S
 Push Bumper
 wig wag headlights
 Siren speaker
 Delivery to Gering

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

Agenda Item Summary

For the meeting of: March 13, 2023

Agenda item title: Approve and authorize the Mayor to sign Economic Development Assistance Agreement for Twin Cities Development for matching funds for the 2023 Western Nebraska Rural Workforce Housing Grant

Submitted by: Administrator Heath

Explanation of the agenda item:

The LB840 Application Review Committee met on February 21, 2023 to review and consider an application submitted by Twin Cities Development for matching funds for a Workforce Housing Grant. The Western Nebraska Rural Workforce Housing grant is a perpetual revolving loan fund that encompasses Scots Bluff, Morrill, and Kimball Counties in western Nebraska. In 2020, the City of Gering approved LB840 funds to contribute a match amount of \$150,000. So far \$301,380 has been allocated toward Gering projects.

TCD would like to apply for the next round of funding in 2023. This round of funding is a 2:1 match requirement. \$500,000 match is required to get the full \$1,000,000 available. The grant is being applied for and administered by the Executive Director, Jordan Diedrich. Twin Cities Development staff will act as support whenever necessary. The municipalities that provided a match in the 2020 grant are being asked to consider providing a match for the 2023 grant. TCD has requested \$200,000 from the Gering LB840 fund. This match amount would be matched by the state with \$400,000 for a total of \$600,000 being added to the Rural Workforce Housing Fund.

The LB840 Committee recommended providing matching funds of \$200,000 towards this grant at their February 21, 2023 meeting. More information on the grant is attached.

Board/Commission/Staff recommendation: Approve and authorize the Mayor to sign the EDA Agreement.

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

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

If no, comments:

Estimated Amount \$200,000

Amount Budgeted

Department

Account 111-54-6905

Account Description LB840 Economic Development Fund

Approval of funds available: 
City Treasurer/Finance Director

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

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

Approved for submittal:

Kathy Welfl

Mayor, City Council member, City Administrator, City Clerk

Referred to:

Committee

 LB840 Application Review Committee

Western Nebraska Rural Workforce Housing Grant Overview

The Western Nebraska Rural Workforce Housing grant is a perpetual revolving loan fund that encompasses Scotts Bluff, Morrill, and Kimball Counties in western Nebraska. This is the same coverage area in the housing study completed by Hanna Keelan Associates in 2022.

Panhandle Area Development District applied for the first round of RWHF funds in 2018, but it was not funded. Because TCD has extensive experience in housing, it was decided that TCD should be the applicant for the funds. TCD applied for the funds in 2020 and was awarded the funds. The 2020 grant was a 1:1 match requirement.

The Rural Workforce Housing Fund committee approved eleven applications in 2022. Eight of the applications were for rehabilitation projects. Three of the applications were for new construction projects. A total of \$1,741,027.59 was earmarked for approved projects in 2022 of the entire \$1,833,745. The remaining balance in the fund at the end of 2022 was \$92,717.41. Another project has been funded in 2023 for \$80,000 which leaves the remaining funds at \$12,717.41.

\$971,027.49 of the allocated funds have been spent. The remaining balance of the allocated funds will be dispersed as the applicants submit pay requests for their projects.

In 2020, the City of Gering used LB840 funds to contribute a match amount of \$150,000. So far \$301,380 has been allocated toward Gering projects. One project is a rehabilitation project. This property has already been completed and is currently on the market. The other project is the container home project in southeast Gering.

According to the 2022 housing study, 589 homes are needed in Scotts Bluff County within the next five years. That includes 151 homes that are needed in the City of Gering. There is a huge need for investment into housing in our region. The RWHF allows us to invest in our housing initiatives. We are already seeing a big impact with the original funding of \$1.8 million and would like to add up to \$1.5 million more.

TCD would like to apply for the next round of funding in 2023. This round of funding is a 2:1 match requirement. \$500,000 match is required to get the full \$1,000,000 available. The grant is being applied for and administered by the Executive Director, Jordan Diedrich. The Twin Cities Development staff will act as support whenever necessary. The municipalities that provided match in the 2020 grant are being asked to consider providing a match for the 2023 grant.

TCD is requesting \$200,000 from the Gering LB840 fund. This match amount would be matched by the state with \$400,000 for a total of \$600,000 being added to the Rural Workforce Housing Fund.

Contractors, builders and developers submit applications to a seven-person review committee. The committee will decide to approve or deny the applications that are submitted. The approved applicant will be awarded the funds and not make any payments until the house is sold or 15 months (whichever comes first). The committee may decide to change the terms depending on the situation.

Experience

Jordan Diedrich became the Executive Director of Twin Cities Development in January of 2022. Since joining the TCD team, Jordan has taken over the 2020 Rural Workforce Housing program. He works with the applicants, loan committee, and title companies, inspects the housing projects, does the project

paperwork, annual reporting, and disperses the funds. Jordan has a background in finance as he was an accountant for two years and worked as the Administrative Services Coordinator at the City of Scottsbluff. He was the Deputy Director of Public Works for five years at the City of Scottsbluff. He performed cross-functional management of many departments including, transportation, water, wastewater, storm water, environmental services, development services, compost facility, and geographical information systems. Jordan has applied for and administered several grants with his time at the city.

**ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT
TWIN CITIES DEVELOPMENT ASSOCIATION, INC.
WORKFORCE HOUSING GRANT FUND**

II

This Agreement is made on 13 day of March, 2023, between the City of Gering, Nebraska (the "City") and Twin Cities Development Association, Inc. (the "Applicant").

Recitals:

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

Agreement:

1. Purpose of Grant:

This is a second grant application and similar to a previous grant request in 2020 from the Applicant. Twin Cities Development is an organization focused on business recruitment, business retention, expansion of businesses, and numerous other functions involving work force, housing, and other business related to economic development. The current project involves Western Nebraska Rural Work Force Housing Grant Fund which is a revolving loan fund that would encompass Scottsbluff, Morrill, and Kimball County in Western Nebraska. The Applicant is in western Nebraska. The Applicant would be the entity applying for and administering the fund. It would involve housing projects contractors, eligible housing groups, and others to build affordable work force housing for the community. The fund continues to be a revolving loan fund and any loan proceeds that would be paid would revolve for additional housing projects in the community. Liens would be placed on properties and upon sale, the loan proceeds would be repaid to the TCD RWFH Loan Fund. TCD is requesting \$200,000.00 from the Gering LB 840 fund. This match amount would be matched by the state with \$400,000.00 for a total of \$600,000.00 being added to the Rural Workforce Housing Fund.

The investment plan would include the use of a mix of single-family homes, duplexes, and triplex housing, and other qualifying housing projects generally. The fund would also concentrate on projects where infrastructure exists. Eventually after all "ready to build" lots have been exhausted, the fund would look at what blighted and substandard areas of the community that require public infrastructure, such as streets and water and sewer lines. The

Rural Workforce Housing Fund (FWHF) provides matching grants to non-profit developing organizations administering work force housing investment funds through a competitive process. The funds are invested in eligible projects to increase supply and reduce the costs of workforce housing in Nebraska's rural communities. The project qualifies for LB 840 economic development funds pursuant to Neb. Rev. Stat. § 18-2709. The qualifying business and funding involve manufacturing of housing for the workforce, job creation, and job retention.

In 2020, the City of Gering used LB 840 funds to contribute a match amount of \$150,000.00. So far, \$301,380.00 has been allocated toward Gering projects. One project is a rehabilitation project. This property has already been completed and is currently on the market. The other project is the container home project in southeast Gering.

This round of funding is a 2:1 match requirement. \$500,000.00 match is required to get the full \$1,000,000.00 available. The grant is being applied for and administered by the Executive Director, Jordan Diedrich. The Twin Cities Development staff will act as support whenever necessary. The municipalities that provided match in the 2020 grant are being asked to consider providing a match for the 2023 grant.

2. Amount of Grant:

The amount of the Grant requested from the City of Gering is in the amount of \$200,000.00 from LB 840 funds. The funding must be in the form of a donation. These funds would be used to match state funds to create a fund balance in the amount of \$600,000.00 to \$1,500,000.00, depending upon local cash match that will be raised. If Gering is the only entity to match, the fund will be \$600,000.00. The fund can be increased to \$1,500,000.00 if other entities apply.

The Applicant will administer the revolving loan fund and manage the investment plan. No loans are allowed with regard to this application.

3. Job Requirements (Grant Only):

Due to the limitations of the program, there will be no requirements for full-time equivalent jobs (FTEs). The funds involve a Grant only for use toward the Rural Workforce Housing Revolving Loan Fund program.

4. Closing:

The "Closing" shall occur on or about the 13 day of March, 2023, upon approval by the Gering City Council (the "Effective Date"). The funds will be payable only if the "conditions of closing" are met in that all documentation has been signed and submitted to the City of Gering. Subject to grant requirements, all funds may be payable as soon as documents are executed by the Mayor on behalf of the City and all documents herein are executed by the Applicant.

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

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

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

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

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. 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 corporation board authorizing this Agreement and providing for signature authority by Super Majority Resolutions and meeting minutes authorizing signature on this Agreement.

c. No security documents or guaranties are being required due to the nature of the project.

8. Annual and Semiannual Reports:

No annual or semiannual reports are required. This is a Grant in the form of a donation to the Applicant to administer funds that are part of the Western Nebraska Rural Workforce Housing Grant Fund Revolving Loan program. However, the Applicant will periodically provide reports to City related to the Grant fund in the future.

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

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:
Twin Cities Development Association, Inc.
1620 Broadway
Scottsbluff, NE 69361
Business Phone: 308.632.2833

Email: jdiedrich@tcdne.org

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.

CITY OF GERING, NEBRASKA,

**TWIN CITIES DEVELOPMENT ASSOCIATION,
INC.**

By: _____
Kent Ewing, Mayor

By:  _____
Kelly Strey, President of
Twin Cities Development Association, Inc.

(Seal)

City Clerk



1025 P Street, P.O. Box 687
Gering, NE 69341

Nebraska Department of Economic Development
245 Fallbrook Blvd suite 002
Lincoln, NE 68521

March 13, 2023

RE: Western Nebraska Rural Workforce Housing Fund Application Support

Dear Nebraska Department of Economic Development,

On behalf of the Gering City Council, I am writing to express support for Twin Cities Development's 2023 Rural Workforce Housing Fund application. Housing is the biggest barrier to economic development in our region of western Nebraska. Housing is a critical need to keep our current workforce here and to attract more workforce. Our community is depending on housing initiatives to increase the local supply of quality and affordable housing.

Twin Cities Development has been involved in housing for almost 20 years and has been working on creating new housing initiatives to decrease the shortage of housing. TCD applied for and received the Rural Workforce Housing Fund grant in 2020. This fund has made a huge impact in our area in the past two years. The fund made up of \$1.8 million has contributed to twelve projects including nine rehabilitation projects and three new construction projects. Two of the new construction projects are larger-scale projects.

Western Nebraska Economic Development (WNED) completed a housing study in 2022. The housing study shows that there is a need for over 500 homes in the next five years in Scotts Bluff County alone. The need for all three counties within the study is over 700 homes in the next five years. To put that in perspective, that is over 100 homes per year that need to be built. One of the action items that is included in the housing study is to create and maintain local housing investment funding programs. We have already created the initial funding program but are in need of adding more funds. The current fund has about \$12,000 that hasn't been allocated to projects.

We have been pleased with the impact of the Rural Workforce Housing program thus far and support the program continuing and expanding with the potential for additional funds through the 2023 Rural Workforce Housing Fund.

Sincerely,

Kent E. Ewing
Mayor
City of Gering

Agenda Item Summary

For the meeting of: March 13, 2023

Agenda item title: Approve and authorize the Mayor to sign Lease Agreement by and between the City of Gering and HF Baseball LLC pertaining to Oregon Trail Park Stadium

Submitted by: Administrator Heath

Explanation of the agenda item:

Staff have been working with the owners of the Western Nebraska Pioneers to negotiate a new agreement which includes clarification of duties and who will be responsible for them before, during and after the baseball season. The Recreation Committee met on March 2, 2023 and reviewed the proposed agreement with Mr. Heeman and City staff. The agreement was drafted by City Legal Counsel. Staff, Legal, the Heemans and the Recreation Committee all recommend approval of the proposed lease agreement with exhibits and guarantees.

Board/Commission/Staff recommendation: Approve and authorize the Mayor to sign agreement.

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

Are funds budgeted? yes X no

If no, comments:

Estimated Amount

Amount Budgeted

Department

Account

Account Description

Approval of funds available:

City Treasurer/Finance Director

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

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

Approved for submittal:

Kathy Welfl

Mayor, City Council member, City Administrator, City Clerk

Referred to:

Committee

Recreation 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.

Lease Agreement
Oregon Trail Park Stadium
800 13th STREET, GERING, NEBRASKA

THIS AGREEMENT, entered into this ____ day of March, 2023, by and between the City of Gering, Nebraska, a Nebraska Municipal Corporation, hereinafter referred to as “Lessor”, and HF Baseball, LLC, hereinafter referred to as “Lessee”.

Lessor leases to Lessee the premises situated at 800 13th Street, Gering, Nebraska, more commonly described as Oregon Trail Park Stadium (the “premises”) together with all appurtenances thereon, and subject to all the terms, conditions, and provisions below, commencing on the 1st day of May, 2023.

PURPOSE: Lessor and Lessee acknowledge that the purpose of this Agreement is for Lessee to operate a summer collegiate wood-bat baseball team in Oregon Trail Park Stadium. The Lessee shall participate in a baseball program with a minimum of eight total participating teams and play a schedule that includes a minimum of thirty-two regular season baseball games at the premises. Lessor and Lessee acknowledge that operation of a baseball team in Gering shall benefit the City of Gering, its citizens, and businesses.

RENT: Lessee agrees to pay without demand to Lessor as rent the sum of \$20,000. The rent includes all regular season baseball games played at the premises and any scheduled special events. Lessee agrees to schedule and play a minimum of thirty-two regular season baseball games at the premises. The rent shall further include, without additional cost to Lessee, all playoff and all-star baseball games played at the premises, up to a maximum of five such games, as may be offered to Lessee by the program in which Lessee plays. The rent shall further include, without additional cost to Lessee, five non-gameday practices as may be scheduled by Lessee with Lessor. No abatement or reduction in rent shall be granted for games which are cancelled, rescheduled, postponed, or otherwise cannot be played whether by fault of Lessee, Lessor, or any third party. Lessor shall not be required to invoice or bill Lessee for rent payable under this Agreement.

Rent payable by Lessee to Lessor shall be automatically due and owing as follows:

One-half of the total rental sum, which shall be \$10,000, shall be paid in full by Lessee to Lessor by July 15;

The remaining one-half of the total rental sum, which shall be \$10,000, shall be paid in full by Lessee to Lessor by August 31;

If rent is not paid in full by Lessee to Lessor by the dates set forth herein, a late fee of \$100.00 per day will be assessed by Lessor against Lessee for each day payment is delinquent. In the event that rent is not paid in full by the dates set forth herein, Lessor may at its option cancel this Lease without notice or presentment and retake possession of the facility.

TERM AND AUTOMATIC TERMINATION: Lessor agrees to lease the premises to Lessee for the term May 1, 2023 through April 30, 2024. This Agreement shall expire and terminate on April 30, 2024, with exclusive possession of the premises returning automatically to Lessor

without demand or notice.

RENEWAL AND FUTURE YEARS: Lessee agrees that for all future potential lease terms, including the term beginning May 1, 2024, any and all lease agreements with Lessor shall be negotiated and agreed upon by the parties no later than December 1, 2023. Lessor in all events reserves the right to allow this Agreement to expire.

COMMUNICATION: Lessor and Lessee shall maintain regular communication throughout the term of this Agreement. All requests by Lessee for permission, approval, or consent of Lessor as required herein or otherwise desired by Lessee, shall be made in writing to the City of Gering Parks Director by electronic mail. It is expressly agreed that Lessor's verbal consent, or apparent verbal consent, shall not be sufficient permission, approval, or consent for any provision of this Agreement. The City of Gering Parks Director may, in writing, identify or direct such other means or method of communication to Lessee as may be desirable or efficient for carrying out the purpose of this Agreement.

USE OF PREMISES: This lease shall grant Lessee non-exclusive use and non-exclusive possession of the premises. Lessor reserves the right to use the premises for itself and the general public, and further reserves the right to organize such special events or activities on the premises as may be desired by Lessor and the general public, at Lessor's sole discretion, for the term herein. Lessor's use of the premises shall not interfere with Lessee's practices, nor Lessee's scheduled regular season games at the premises, post-season games, or all-star games. Lessor and Lessee specifically acknowledge that other organizations and events may utilize the premises with permission and agreement of and through the Lessor, including but not limited to Gering American Legion Baseball Games, Go Baseball, other youth baseball affiliate leagues and games, and various special events. Lessor and Lessee agree to provide projected schedules for all known games and activities to one another at the earliest practicable dates. Lessee shall provide Lessor with a projected baseball game and practice schedule no later than May 1. Lessor and Lessee agree to work together in good faith to accommodate the most efficient and comprehensive usage of the premises by Lessor, Lessee, and third parties including but not limited to Gering American Legion Baseball, Go Baseball, and other youth baseball affiliate leagues and games, and various special events.

Lessee shall have access to the premises for baseball practice three hours prior to baseball game start times, during baseball game time, and for one hour following the conclusion of baseball games, unless additional time is required by Lessee for cleaning and preservation of the premises. Lessee may, with consent of Lessor, conduct baseball practice at the premises on non-baseball game days. In the event Lessee wishes to conduct baseball practice at the premises on non-baseball game days, Lessee will schedule those practices with Lessor. Lessee shall be entitled under this Agreement, at no additional cost to Lessee, to conduct five non-baseball game day practices. If Lessee desires to schedule additional non-baseball game day practices in excess of five practices, Lessee may request additional practices from Lessor. In the event that additional non-baseball game day practices are desired by Lessee, Lessee will be responsible for field preparation and associated costs for all such practices.

Lessee agrees that the use of the premises will be for conducting summer collegiate wood-bat baseball games and practices. If Lessee wishes to use the premises for activities other than Lessee's

baseball games and practices (“other activities”) Lessee must first obtain written permission and agreement from Lessor by and through the Gering City Administrator or his/her authorized designee. Lessee and Lessor agree to work together in good faith to negotiate terms for Lessee’s other activities, including dates, compensation to be paid to Lessor, responsibility for expenses and liability, and any other matters desired by Lessor. Lessor is not obligated to permit Lessee’s other activities.

Lessee shall comply with and ensure adherence to all sanitary laws, ordinances, rules and orders of appropriate governmental authorities affecting the cleanliness, occupancy and preservation of the premises, the sidewalks and parking lots connected thereto, and all streets adjoining the premises which are used for parking, during the term of this lease.

Lessee shall ensure that all baseball team buses and vehicles, whether belonging to Lessee or any other team of the league in which Lessee plays, shall park on Overland Trails Road located to the east of the premises.

Lessee shall provide and pay for all staffing necessary for the operation of Lessee’s games and other activities. Lessee’s required staffing includes but is not limited to ushers, ticket takers, scorekeepers, public address announcers, batboys, trainers, umpires, concession staff, security staff, and any other helpful or necessary staffing. Lessee shall promptly and fully pay all legitimate claims of Lessee’s vendors in conformity with Lessee’s agreement with said vendors. In the event Lessee fails to promptly and fully pay all legitimate claims of Lessee’s vendors, Lessor may, upon five days written notice to Lessee, assess a late fee against Lessee of \$100 per day for each day Lessee fails to pay its vendor, said late fee shall be due and owing to Lessor by Lessee by July 15 for all delinquent vendor payments prior to June 30, and due and owing by August 31 for all delinquent vendor payments after June 30. In the event of Lessee’s delinquent vendor payments, Lessor further reserves the right to cancel this agreement.

MAINTENANCE: Lessee shall be responsible for maintaining the premises in a good and safe state of repair to the satisfaction of Lessor. Lessee shall, immediately following any practice, game, or event, pick up and deposit all garbage, litter, and refuse in the garbage dumpsters east of the stadium. All other maintenance and cleaning shall be performed to completion by Lessee no later than 12:00 p.m. on the day following the practice, game, or event. For purposes of this paragraph, maintenance shall include, but not be limited to, the following: cleaning of the washrooms, floors, walls, doors and windows; cleaning of dugouts, bleachers, and all interior and exterior areas of the premises; pickup and removal of any additional litter and debris; pickup of any additional garbage on the premises and depositing of all garbage in appropriate garbage dumpsters east of the stadium. Lessee is responsible for supplying at Lessee’s cost all bathroom paper products and bathroom supplies.

Lessee shall be responsible for marking and preparing the field for all program baseball games. Lessor shall have full decision and authority to determine adequacy of field preparation and whether the field is in an adequate and playable condition.

Lessor shall be responsible to maintain the mechanical and structural portions of the premises, including capital repair and replacement, unless otherwise agreed herein. Lessor will conduct maintenance, replacement, repairs or renovations at Lessor’s discretion.

Any personal property or furnishings of Lessee upon the premises shall be Lessee's sole responsibility and shall be maintained by Lessee.

Lessee shall be solely responsible for scheduling lighting for baseball games and practices through MUSCO Sports Lighting, LLC.

If a non-emergency maintenance issue effecting the premises shall arise, Lessee must notify Lessor by and through the City of Gering Parks Director by e-mail immediately upon discovery by Lessee. If an emergency maintenance issue effecting the premises shall arise, Lessee must notify Lessor by and through the City of Gering Parks Director by telephone immediately upon discovery by Lessee. In the event that the City of Gering Parks Director is not on duty or is unavailable, Lessee must immediately contact the Communications Center by telephone at (308) 436-5088.

Lessor and Lessee have identified maintenance and field preparation responsibilities between the Parties and identified those on Exhibit "B" which is attached hereto. Exhibit "B" provides an outline of the maintenance and field preparation responsibilities of the parties, but in no way modifies or changes any term or provision of this Agreement. To the extent of any conflict between Exhibit "B" and this Lease Agreement, whether said conflict is specific in nature or frustrates the purpose or intent of this Lease Agreement, this Lease Agreement shall be controlling, and any conflicting provision or portion of any provision contained in Exhibit "B" shall be void to the extent of such conflict.

FIXTURES, RENOVATIONS AND IMPROVEMENTS: Any fixture, renovation, construction, alteration or improvement to the premises desired by Lessee must be submitted in writing by Lessee to Lessor for written approval. All approved fixtures, renovation, construction, alterations, and improvements shall be at Lessee's sole expense unless otherwise agreed by Lessor. All fixtures, renovation, construction, alterations, and improvements shall become part of the premises and be retained by Lessor at the expiration of this Agreement.

CONDITION OF PREMISES: Lessee stipulates that the premises, including the field, grounds and all improvements are, at the time of this lease, in good order, repair, and in a safe, clean and tenantable condition.

TAXES: Lessor shall be responsible for the timely payment or prepayment of all real estate taxes for the leased premises. Lessee shall be responsible for the timely payment of all sales and use taxes for its use and operation of the premises.

UTILITIES: Lessor shall be responsible for arranging and paying for water, electric, natural gas, sewer, and garbage collection utility services on the premises. Lessee shall be responsible for arranging and paying for any telephone and internet service utilized by Lessee.

CONCESSIONS: Lessee shall have the right to operate all concessions at the premises for Lessee's scheduled regular season games at the premises, playoff, and all-star baseball games. Lessee shall operate all concessions as vendor for Gering American Legion Baseball Games, Go Baseball, and other youth baseball affiliate leagues and games, provided that all net proceeds for the operation of the concessions shall be immediately remitted and paid by Lessee to such baseball organization for which concessions were provided. In the event that Lessor authorizes a special

event to be held at the premises, Lessee concession equipment may not be utilized at the premises without written permission of Lessee.

Lessee shall provide Lessor with an inventory of all Lessee concession equipment at the premises, and shall update the same as new equipment is acquired or old equipment disposed of by Lessee.

Lessee shall obtain all necessary liquor licensing for beer and wine sales on the premises. Lessee shall not allow the possession, purchase, or consumption of any alcoholic beverages on the premises except in accordance with proper liquor licensing and subject to all conditions of applicable City of Gering ordinances and rules, regulations, and statutes of the State of Nebraska and the Nebraska Liquor Control Commission. Tobacco products may not be advertised or sold on the premises.

Beer and wine advertisement may be displayed at the premises during Lessee's regular season, playoff, and all-star baseball games, as well as any other activities as approved by Lessor. Lessee shall be responsible for securing all beer and wine containers immediately upon the conclusion of the game or other activity, and in no case shall beer or wine advertisement be visible nor alcohol containers be present when any other baseball program or organization utilizes the premises.

Any required or desired equipment installation to the concession area will be made at Lessee's sole expense, subject to prior written approval of Lessor. In the event Lessee vacates the premises or defaults on any obligations under this Agreement, all equipment in the concession area will be thereafter property of Lessor.

OUTFIELD FENCE ADVERTISEMENTS: Lessee may, at Lessee's expense and with approval of Lessor, install advertising and signs on outfield fences. Lessee is responsible for the installation, maintenance, and removal of all approved advertisement and signs. All advertisement and signs shall be removed by Lessee at the end of the baseball season. Lessee may not modify the outfield fence without written approval of Lessor. Lessor reserves the right to restrict certain types of advertising and signage at Lessor's discretion. Lessor expressly reserves the right to negotiate with Lessee for revenue to Lessor or Lessor's assignees, with respect to outfield fence advertising and signs. Lessor may utilize outfield fence advertising space for promoting or generating revenue towards Lessor's activities or the activities of Lessor's assignees, or for the promotion of activities of other organizations. In the event Lessee vacates the premises or defaults on any obligations under this Agreement, all advertising and signage will be retained by Lessor.

FACILITY ADVERTISING: Lessor owns the entirety of the premises. Lessor retains exclusive rights to the use of the stadium and field, including but not limited to, the official name of the stadium and field, sponsorship fees, signage, scoreboards, and all forms of revenue related to stadium signage and advertising notwithstanding the section on Outfield Fence Advertisements herein. Lessee may otherwise display advertising on the premises with approval of Lessor. In the event Lessee vacates the premises or defaults on any obligations under this Agreement, Lessee shall remove all property of Lessee, including signage and facility advertising. Lessee may abandon said property on the premises with written permission of Lessor. Lessee shall reimburse Lessor for any and all cost required to restore the premises to the condition prior to Lessee's tenancy, whether said cost incurred by Lessor staff or third-party contractors.

BASEBALL OPERATIONS: Lessee shall be responsible for using industry standards in the operation of a collegiate summer baseball team. Notwithstanding, Lessee agrees that all baseball players of Lessee shall stay in Gering area homes, with host families. Lessee will take reasonable efforts to encourage visiting baseball teams and players to utilize Gering hotels for housing while they are visiting the community.

FIREWORKS: Lessee may exhibit fireworks at the premises upon written approval of Lessor, and only in accordance with local, state, and federal law.

BROADCAST RIGHTS: Lessor shall have all radio, television, and internet broadcasting rights and privileges for games played at the premises, unless otherwise agreed by the Lessor and Lessee.

SCOREBOARD AND SOUND SYSTEM: Lessor shall provide a scoreboard and sound system for the premises which may be utilized by Lessee. Lessor reserves the right to determine the type of scoreboard and sound systems to be provided. Lessor shall have the right to control all displays with regard to the scoreboard, including the right to sell and display advertising related to the scoreboard and sound system. Lessor reserves the right to modify, improve, or replace the existing sound system at Lessor's discretion. Any expense for modification, improvement, or replacement of the sound system shall be allocated as follows: Lessor shall purchase the new system and be responsible for payment of all installation costs of the new sound system. At all times during the term of this Agreement Lessee shall use due care to reduce sound levels and avoid noise pollution to surrounding neighborhoods. Lessee shall adjust sound levels and sound settings based upon wind and weather conditions, and upon complaints of citizens. Lessor reserves the right to reduce sound levels at the premises at Lessor's discretion.

PROPERTY OF LESSEE: All personal and moveable property of Lessee shall, upon termination of this Agreement, remain property of Lessee. Lessee shall remove all personal and moveable property of Lessee from the premises. Lessee shall be responsible for any and all damage to the premises caused by removal of Lessee's personal and moveable property, and Lessee shall restore the premises to the condition as it existed prior to this Agreement. Lessee shall be responsible for all costs incurred by Lessor to restore the premises to its condition as it existed prior to this Agreement. Lessee shall provide Lessor with an inventory of all Lessee property at the premises, and shall, within a reasonable time, update the inventory as new property is acquired or old property is disposed of by Lessee.

PROPERTY OF LESSOR: All personal and moveable property of the Lessor shall, upon termination of this Agreement, remain property of Lessor. Lessor's property shall include but not be limited to all fittings, fixtures, equipment, tools, improvements, renovations, and appurtenances upon the premises. Lessor shall provide Lessee with an inventory of all Lessor property at the premises, and shall, within a reasonable time, update the inventory as new property is acquired or old property is disposed of by Lessor.

ASSIGNMENT AND SUBLETTING: Without the prior written consent of Lessor, Lessee shall not, and has no right to, assign this lease or sublet or grant any concession or license to use the premises or any part thereof. An assignment, subletting, concession or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.

DAMAGE TO PREMISES: Lessee shall be responsible for all damage of any kind to the premises caused by Lessee during the term of this Lease. Lessee shall be responsible for all damage caused to premises whether by Lessee's negligence or willful act or that of its employees, agents, clients, visitors, or caused by any other peril whatsoever within or without of Lessee's control and regardless of foreseeability. Lessee shall be responsible for the prompt repair, restoration and abatement of any damage to the premises or the personal property contained thereon.

DANGEROUS MATERIALS: Notwithstanding Lessor's approval of Lessee's exhibition of fireworks, Lessee shall not keep or have on the leased premises any article or things of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company. Provided, however, that the storage of propane and gasoline by Lessee is authorized, but only in the east ticket booth, in appropriate and lawful containers, and only stored as allowed by all applicable laws and regulations. It is further understood that the storage of automobile, truck, tractor, trailer and other motor vehicle tires shall not be deemed a hazardous material.

INSURANCE: Lessee shall be responsible for procuring and paying for adequate property, casualty, liability, worker's compensation, and umbrella/excess insurance coverage for Lessee's activities on the premises, including general liability insurance in an amount not less than Two Million Dollars aggregate, which insurance shall name the City of Gering as an additional insured. Lessee's insurance shall provide coverage for all of Lessee's customers, invitees, employees, agents, and all others potentially harmed as a result of Lessee's use of the premises. Lessee shall provide Lessor current proof of all such insurance coverage no later than May 1. Lessee shall immediately notify Lessor of any lapse or change in coverage related to any and all insurance coverage identified herein, and provide Lessor proof of payment and a current certificate of insurance for all insurance renewals as they come due. Lessee shall indemnify and hold Lessor harmless for any claim, damage, cost, expense judgment, or cause of action of any kind which results in liability over and above Lessee's limit of insurance coverage.

INDEMNIFICATION: Whether within or in excess of Lessee's available insurance limits, Lessee agrees to indemnify, defend and hold Lessor harmless from and against any and all claims, expenses, damages, costs, causes of action, legal proceedings, or judgments of any kind or character whatsoever, arising out of, resulting from or with respect to, usage of the premises by Lessee herein, or operation of a baseball team and all associate activities by Lessee during the term of this Lease Agreement, or any other provision of this Agreement, or any other Agreement involving Lessor and Lessee. Lessee shall indemnify and hold Lessor harmless from and against all injury and damage to Lessee, its employees, invitees, guests, volunteers, or any of its property while on the premises, regardless of the cause of such injury or damage. Lessee shall further be responsible for all damage to the premises caused by Lessee, Lessee's patrons, guests, employees, agents, licensees, and agrees to reimburse, indemnify and save harmless Lessor from the same.

RIGHT TO INSPECTION: Lessor and their agents shall have the right during the term of this lease to enter the premises for the purpose of inspecting the premises and all building and improvements thereon.

SURRENDER OF PREMISES: At the termination of this lease, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damage by the elements excepted. Lessee shall reimburse Lessor for any cost required to restore the premises to its condition prior to Lessee's tenancy. Lessee shall remove all personal property owned by Lessee, if any, prior to surrender of premises.

COLLATERAL AGREEMENTS: Lessee agrees that it has leased the premises after examining the same, and that no representation, warranties, or conditions have been made other than those expressed herein, and that no agreement collateral hereto shall be binding upon the Lessor. Lessee warrants that Lessee is duly authorized to lawfully enter into this Agreement. The Lessor and Lessee agree that this is the complete Agreement of the parties with respect to the subject matter herein, and this Agreement supersedes any and all oral contracts and negotiations of the parties prior to the signing hereof.

REPAIRS AND RIGHT TO ENTER PREMISES: Lessor shall have the right to enter the premises at any time and for any reason. Lessor may make such repairs, alterations, improvements or additions as Lessor may deem necessary or desirable. Lessee's rent obligation herein shall not abate during any period while such repairs, alterations, improvements, or additions are ongoing. Lessor will use reasonable efforts, as may be allowable by law, to ensure any repair, alteration, improvement, or addition does not interrupt or interfere with Lessee's use of the premises. Lessee and Lessor will use reasonable efforts to minimize conflict between repairs and scheduled games or activities.

DAMAGE TO PREMISES: In the event of fire or other casualty which causes damage to the premises, against which Lessor is insured, Lessor agrees to repair the premises with reasonable diligence to the extent of Lessor's insurance, at Lessor's expense. Lessee shall be responsible for repair and replacement of any property of Lessee, at Lessee's expense.

PREMISES DAMAGED BEYOND USE: In the event the premises are damaged by fire or other casualty rendering the premises unusable for purposes of this Agreement as determined by Lessor, this Agreement shall automatically expire and be rendered null and void. Lessee shall surrender all rights under this Agreement and restore possession to Lessor. Lessee shall pay all sums due to Lessor up to the point the premises were damaged, and all other obligations of Lessee moving forward shall cease. Lessor shall not be liable for any damage or loss, including economic loss, business loss, or contract expectancy loss, suffered by the Lessee as a result of the closure of the premises whether temporary or permanent, and regardless of the cause of said closure.

MATERIAL CHANGE IN CIRCUMSTANCES: Lessee agrees to inform Lessor, within thirty days, of any material change in circumstances with respect to Lessee's corporation, LLC, or organization. Lessee further agrees to inform Lessor, within thirty days, of any material change in circumstance with respect to its operation of a collegiate summer league baseball team, including but not limited to departing its current league, joining a new league, merger of its league with any other league, change in general manager, change in ownership structure, change in number of games scheduled, or any other material change that could, in any way, impact the provisions and obligations of this Agreement. Failure to notify Lessor of a material change in circumstances shall constitute a breach of this Agreement and render this Agreement automatically null and void.

APPLICABLE LAW: The ordinances of the City of Gering, the laws of the State of Nebraska, and the venue of Scotts Bluff County, Nebraska, shall apply and bind the parties in any and all questions and disputes pertaining to this Agreement.

SUCCESSORS AND ASSIGNS: This agreement shall be binding upon the Lessor, Lessee, and their successors and assigns in interest, wheresoever situated.

DEFAULT AND TERMINATION: In the event that Lessee fails to perform, observe, or comply with, any provision of this Agreement, Lessor may, in Lessor's sole discretion, cancel this Agreement upon ten days written notice to the Lessee. In the event of Lessee's default of this Agreement, Lessor may pursue any and all remedies at law or equity against Lessee. Not limiting any other right or remedy which may be pursued by Lessor at law, equity, or contract, the Lessee shall also be responsible for Lessor's expectancy in this Agreement, including but not limited to: all rental payments due to Lessor; all additional practice payments due to Lessor; all advertising, concession, or ticketing loss of Lessor; for cost to Lessor to restore the premises to its original condition; and for any and all other terms of this Agreement providing Lessor a right of recovery. Lessee, upon Lessee's default herein, agrees to be responsible for any and all attorney fees and costs of Lessor associated with Lessor's pursuit of any right of recovery related to this Agreement, whether such fees are related to pre-litigation, litigation, mediation, or appellate litigation. Any damage for breach of this Agreement shall be subject to and accrue interest at the rate of fifteen percent per annum.

Lessor may, in Lessor's sole discretion, afford Lessee an opportunity to cure any failure of performance, observation, or compliance with any provision of this Agreement. Lessor's grant to Lessee of an opportunity to cure any failure herein shall not operate as a waiver of satisfaction on the part of Lessor, nor as a waiver of any right of Lessor, in whole or in part, with respect to any right, claim, or demand arising out of or connected with failure of performance of Lessee of any portion of this Agreement. Upon termination of this Agreement by Lessor, Lessor may enter the premises and remove all persons and property therefrom.

In the event that Lessee makes clear and definite statements repudiating this Agreement or otherwise indicating that Lessee will not perform fully all obligations required under this Agreement, or such performance of this Agreement will be impossible or impractical, Lessor may immediately declare this Agreement in default by Lessee and pursue any remedies available at law, in equity, or pursuant to this Agreement. In the event Lessor wishes to cancel this Agreement for any other reason, whatsoever, Lessor reserves the right to cancel this Agreement upon ten days notice to Lessee, in which event Lessee shall pay Lessor for all obligations incurred under this Agreement prior to the date of cancellation, including rent prorated to the date of cancellation; in this event Lessee shall be relieved from all further obligations under this Agreement beyond the date of cancellation.

JUDGEMENTS: Lessor and Lessee agree that any lawful order of a court of law preventing, restraining, or enjoining Lessee from playing baseball or otherwise fulfilling its obligations under this Agreement shall render this Agreement null and void.

SECURITY AND GUARANTIES: All owners or members of Lessee shall provide personal

guarantees securing the performance of all terms, conditions, and provisions herein. Lessee warrants that personal guarantees of all such owners or members of Lessee are attached as Exhibit "A" hereto. Lessee agrees to notify Lessor of any substantial change in Lessee's personal or corporate financial position that could materially affect Lessee's ability to perform its obligations under this Agreement.

NOTICES: Unless otherwise provided herein, all notices required under this Agreement shall be deemed given when delivered United States Mail Postage Prepaid, Certified, addressed as follows:

City of Gering
City Administrator, Pat Heath
1025 "P" Street, PO Box 687
Gering, NE 69341

HF Baseball, LLC
Charles Heeman, Owner
1414 10th St, PO Box 23
Gering, NE 69341

IN WITNESS WHEREOF, the parties have executed this lease the day and year first above written.

Charles Heeman, Owner and
Authorized Representative of
HF Baseball, LLC

Signed this ____ day of _____, 2023.

City of Gering, Nebraska
Mayor Kent Ewing

Signed this ____ day of _____, 2023.

Exhibit "B"

City of Gering (Lessor) Responsibilities for stadium maintenance and pre-season field prep:

Preseason Work

- Turn on water for building and irrigation systems
- Scarify field and level to fill low spots and apply infield soil if necessary
- Correct lip on lanes and infield pre-season
- Cut lanes and infield edges
- Aerate turf
- Overseed high traffic areas
- Fertilize
- Weed control in warning track area and bull pens
- Install Batter's Eye
- Install padding for back stop and dugouts
- Repair/refinish benches in dugouts
- Purchase and install playground mulch
- Inspect netting
- Inspect, adjust and repair irrigation system

During Season

- Mow Outfield and turf outside the field
- Fertilize as needed
- Pest and weed management for turf, warning track and bull pens
- Inspect playground equipment weekly and repair if necessary
- Maintenance of landscape around stadium
- City will provide (3) 3-yard dumpsters and (1) 3 yard recycle dumpster for facility. On Holiday weekends an additional dumpster will be provided. Dumpsters will be picked up 3 X per week, 4 X if there is a weekend game. City will not collect waste on weekends.
- City will provide (?) 90-gallon dumpster carts for stadium use. City WILL NOT collect trash from carts.
- Inspect netting
- Inspect, adjust and repair irrigation system

Post Season

- Aerate turf
- Overseed high traffic areas
- Fertilize
- Weed control in warning track area and bull pens
- Remove Batter's Eye
- Remove padding for back stop and dugouts
- Mow infield and outfield
- Winterize concession stand and restrooms

City will provide the following materials for Pioneers use

- Soil conditioner
- Infield Mix

Pioneers (Lessee) Responsibilities for maintenance and field prep:

Pioneers will complete the following field maintenance work daily/weekly during May 1st through August 31, 2023 for all program games.

Preparing field for games which will include:

- Watering infield
- Mound and Homeplate rebuilding and repairs as needed
- Dragging, raking and chalking fields
- Painting foul lines
- Chalking fields
- Storing field tarp correctly after each use and ensuring that cover with sponsorships is displayed prominently
- All trash to be removed from stadium area and placed in 3-yard dumpsters after each game. This is to include the grassy area surrounding the field inside the fence.
 - Every effort shall be made to break down cardboard boxes and place in recycling dumpsters outside of stadium.
 - Cart dumpsters will be emptied into 3-yard dumpsters nightly and returned to inside of stadium.

Pioneers will provide the following materials:

- Chalk
- Field paint
- Mound and Homeplate clay
- All rakes, drags, tampers, hoses, etc. to maintain fields properly
- Sandbags for field tarp
- Tarps to cover pitching mound and home plate

All work of City of Gering (Lessor) and Pioneers (Lessee) as identified in this Exhibit "B" shall be done to the satisfaction of the City of Gering (Lessor) in its sole discretion. Pioneers (Lessee) shall have authorization to enter the facility at commercially reasonable times if said entry is for the purpose of completing its responsibilities identified in this Exhibit "B". City of Gering (Lessor) maintains the right to deny entry to the facility and/or control the scheduling of Pioneers (Lessee) field maintenance for the best interest of the facility and the City of Gering in its sole discretion.

EXHIBIT "A"
GUARANTY

This Guaranty is given on this ____ day of _____, 2023, by Charles Heeman, individually, (the "Guarantor") to guarantee certain obligations of the "Lessee" HF Baseball, LLC, a Nebraska Limited Liability Company, to the City of Gering, Nebraska (the "City").

1. Purpose:

On the ____ day of _____, 2023, the Lessee, HF Baseball, LLC, a Nebraska Limited Liability Company, entered into a Lease Agreement with the City (the "Agreement"). This Guaranty is required under the terms and conditions of the Agreement and the undersigned guarantees all of the terms and conditions of the Agreement.

2. Obligations Guaranteed:

The obligations of the Lessee being guaranteed (the "Obligations") are:

- a. Rent and all other payments required in the Agreement;
- b. Any and all other obligations of the Lessee under the Agreement and any other documents entered into pursuant to the Agreement; and
- c. All costs, expenses and attorney fees paid or incurred by the City in collecting the rent and all other payments or otherwise in enforcing this Guaranty or any provision of the Agreement.

3. Guarantee of Payment:

This Guaranty is a guarantee of payment and the City shall not be required to resort first for payment from the Lessee or from any other person liable in any way for the Obligations.

4. Exercise of Rights/Waiver:

The City may at any time without consent of or notice to the Guarantor, and without incurring responsibility to or impairing or releasing the Obligations, in whole or in part:

- a. Change the manner, place or terms of payment and/or change or extend the time or payment of, renew or alter, any of the Obligations, any security, or any debt, liability or obligation incurred directly or indirectly with respect to the Obligations and this Guaranty shall continue to apply to the Obligations as changed, extended, renewed or altered;
- b. Sell, exchange, release, surrender, realize upon or otherwise deal with in any manner and in any order any property which secures any of the Obligations;
- c. Exercise or refrain from exercising any rights against the Lessee or others (including the Guarantor);

d. Settle or compromise any of the Obligations or any security for the Obligations, and may subordinate the payment of all or any part of the Obligations to the payment of any debt, liability or obligation (whether due or not) of the Lessee to creditors of the Lessee other than the City and the Guarantor; and

e. Apply any sums paid or realized from any source to the Obligations and regardless of the application or use of the consideration, if any, received in connection with the Obligations.

5. Primary Obligation:

a. This Guaranty is a primary obligation of the Guarantor. The Guarantor obligation shall not be affected by the illegality, invalidity, irregularity or unenforceability of all or any part of the Obligations or of any security for the Obligations, or by the violation of any applicable usury laws, forgery, or any other circumstances which make the Obligations unenforceable against the Lessee.

b. The fact that the financial condition of the Lessee or any other obligor or guarantor may not have been correctly estimated or may change at any time shall have no effect on the rights of the City under this Guaranty. The City shall have no duty to disclose to the Guarantor any facts it may now or in the future have concerning the Lessee's financial condition.

c. The Guarantor shall remain obligated under this Guaranty even if the Lessee, or any other person who is obligated to pay the Obligations, has the Obligations discharged in bankruptcy or in any other manner. In the event of a discharge, the Guarantor obligation shall include attorney's fees and any other amounts which the Lessee is discharged from paying.

d. If claim is ever made against the City for repayment or recovery of any amount or amounts received by the City in payment or on account of any of the Obligations and the City repays all or part of the amount claimed by reason of (1) any judgment, decree or order of any court (including a bankruptcy court) or administrative body having jurisdiction over the City, or (2) any settlement or compromise of any claim effected by the City with any claimant (including the Lessee), then the Guarantor agree that the judgment, decree, order, settlement or compromise shall be binding upon the Guarantor even though this Guaranty may have been revoked or released or the Obligations were canceled or released. In that event, the Guarantor shall remain liable to the City for the amount repaid by the City as if that amount had never been received by the City, along with any costs, interest, attorneys' fees and all other expenses incurred by the City in connection with the repayment.

6. Miscellaneous:

a. This Guaranty shall continue until the Obligations are paid in full. All Obligations shall be conclusively presumed to have been made all or in part in reliance on this Guaranty. The Guarantor, in the event of default of the Agreement, and any other related documents shall be liable for attorney's fees, costs, and other expenses incurred by the City related to any and all collection efforts and enforcement efforts and any other work required to remedy any such default and obligations of the Agreement and associated documents.

b. The Guarantor waive notice of acceptance of this Guaranty and notice of the Obligations, and waive presentment, demand of payment, protest, notice of dishonor or nonpayment, notice of default, or notice of right to cure any default with respect to any of the Obligations, or notice of any suit or other action by the City against any party liable for the Obligations.

c. The Guarantor waives all present and future claims, rights, and remedies against the Lessee or any other party obligated for the Obligations. This waiver includes, but is not limited to, the rights of contribution, reimbursement, indemnification, subrogation, exoneration, and any right to participate in any claim or remedy that the City may have.

1. No delay or failure on the part of the City to exercise its rights under this Guaranty shall be considered as a waiver of the City's rights under this Guaranty. No waiver, modification or amendment of this Guaranty by the City shall be effective unless in writing, and then shall only apply to the specific instance involved.

2. The Guarantor shall be jointly and severally liable for the Obligations. The release, revocation, or death of any one or more Guarantor shall not affect the liability of any other Guarantor.

3. Any acknowledgment or new promise, whether or not a payment of any Obligation has occurred, by the Lessee or anyone else (including the Guarantor) shall toll any statute of limitations that may otherwise be running with respect to the Guarantor.

4. The provisions of this Guaranty are severable and if any provision is held to be invalid, the remainder of this Guaranty shall remain in effect.

5. This Guaranty may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6. This Guaranty shall be construed according to the laws of Nebraska.

7. This Guaranty shall be binding upon the successors and assigns of the Guarantors.

DATED this ____ day of _____, 2023.

By: _____
Charles Heeman, Individually and as Member/Owner
of HF Baseball, LLC, a Nebraska Limited Liability Company

GUARANTY

This Guaranty is given on this ____ day of _____, 2023, by Mayra Heeman, individually, (the "Guarantor") to guarantee certain obligations of the "Lessee" HF Baseball, LLC, a Nebraska Limited Liability Company, to the City of Gering, Nebraska (the "City").

1. Purpose:

On the ____ day of _____, 2023, the Lessee, HF Baseball, LLC, a Nebraska Limited Liability Company, entered into a Lease Agreement with the City (the "Agreement"). This Guaranty is required under the terms and conditions of the Agreement and the undersigned guarantees all of the terms and conditions of the Agreement.

2. Obligations Guaranteed:

The obligations of the Lessee being guaranteed (the "Obligations") are:

- a. Rent and all other payments required in the Agreement;
- b. Any and all other obligations of the Lessee under the Agreement and any other documents entered into pursuant to the Agreement; and
- c. All costs, expenses and attorney fees paid or incurred by the City in collecting the rent and all other payments or otherwise in enforcing this Guaranty or any provision of the Agreement.

3. Guarantee of Payment:

This Guaranty is a guarantee of payment and the City shall not be required to resort first for payment from the Lessee or from any other person liable in any way for the Obligations.

4. Exercise of Rights/Waiver:

The City may at any time without consent of or notice to the Guarantor, and without incurring responsibility to or impairing or releasing the Obligations, in whole or in part:

- a. Change the manner, place or terms of payment and/or change or extend the time or payment of, renew or alter, any of the Obligations, any security, or any debt, liability or obligation incurred directly or indirectly with respect to the Obligations and this Guaranty shall continue to apply to the Obligations as changed, extended, renewed or altered;
- b. Sell, exchange, release, surrender, realize upon or otherwise deal with in any manner and in any order any property which secures any of the Obligations;
- c. Exercise or refrain from exercising any rights against the Lessee or others (including the Guarantor);

d. Settle or compromise any of the Obligations or any security for the Obligations, and may subordinate the payment of all or any part of the Obligations to the payment of any debt, liability or obligation (whether due or not) of the Lessee to creditors of the Lessee other than the City and the Guarantor; and

e. Apply any sums paid or realized from any source to the Obligations and regardless of the application or use of the consideration, if any, received in connection with the Obligations.

5. Primary Obligation:

a. This Guaranty is a primary obligation of the Guarantor. The Guarantor obligation shall not be affected by the illegality, invalidity, irregularity or unenforceability of all or any part of the Obligations or of any security for the Obligations, or by the violation of any applicable usury laws, forgery, or any other circumstances which make the Obligations unenforceable against the Lessee.

b. The fact that the financial condition of the Lessee or any other obligor or guarantor may not have been correctly estimated or may change at any time shall have no effect on the rights of the City under this Guaranty. The City shall have no duty to disclose to the Guarantor any facts it may now or in the future have concerning the Lessee's financial condition.

c. The Guarantor shall remain obligated under this Guaranty even if the Lessee, or any other person who is obligated to pay the Obligations, has the Obligations discharged in bankruptcy or in any other manner. In the event of a discharge, the Guarantor obligation shall include attorney's fees and any other amounts which the Lessee is discharged from paying.

d. If claim is ever made against the City for repayment or recovery of any amount or amounts received by the City in payment or on account of any of the Obligations and the City repays all or part of the amount claimed by reason of (1) any judgment, decree or order of any court (including a bankruptcy court) or administrative body having jurisdiction over the City, or (2) any settlement or compromise of any claim effected by the City with any claimant (including the Lessee), then the Guarantor agree that the judgment, decree, order, settlement or compromise shall be binding upon the Guarantor even though this Guaranty may have been revoked or released or the Obligations were canceled or released. In that event, the Guarantor shall remain liable to the City for the amount repaid by the City as if that amount had never been received by the City, along with any costs, interest, attorneys' fees and all other expenses incurred by the City in connection with the repayment.

6. Miscellaneous:

a. This Guaranty shall continue until the Obligations are paid in full. All Obligations shall be conclusively presumed to have been made all or in part in reliance on this Guaranty. The Guarantor, in the event of default of the Agreement, and any other related documents shall be liable for attorney's fees, costs, and other expenses incurred by the City related to any and all collection efforts and enforcement efforts and any other work required to remedy any such default and obligations of the Agreement and associated documents.

b. The Guarantor waive notice of acceptance of this Guaranty and notice of the Obligations, and waive presentment, demand of payment, protest, notice of dishonor or nonpayment, notice of default, or notice of right to cure any default with respect to any of the Obligations, or notice of any suit or other action by the City against any party liable for the Obligations.

c. The Guarantor waives all present and future claims, rights, and remedies against the Lessee or any other party obligated for the Obligations. This waiver includes, but is not limited to, the rights of contribution, reimbursement, indemnification, subrogation, exoneration, and any right to participate in any claim or remedy that the City may have.

1. No delay or failure on the part of the City to exercise its rights under this Guaranty shall be considered as a waiver of the City's rights under this Guaranty. No waiver, modification or amendment of this Guaranty by the City shall be effective unless in writing, and then shall only apply to the specific instance involved.

2. The Guarantor shall be jointly and severally liable for the Obligations. The release, revocation, or death of any one or more Guarantor shall not affect the liability of any other Guarantor.

3. Any acknowledgment or new promise, whether or not a payment of any Obligation has occurred, by the Lessee or anyone else (including the Guarantor) shall toll any statute of limitations that may otherwise be running with respect to the Guarantor.

4. The provisions of this Guaranty are severable and if any provision is held to be invalid, the remainder of this Guaranty shall remain in effect.

5. This Guaranty may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6. This Guaranty shall be construed according to the laws of Nebraska.

7. This Guaranty shall be binding upon the successors and assigns of the Guarantors.

DATED this ___ day of _____, 2023.

By: _____
Mayra Heeman, Individually and as Member/Owner
of HF Baseball, LLC, a Nebraska Limited Liability Company

Recreation Committee meeting

March 2, 2023

Present: Councilmembers Susan Wiedeman, Michael Gillen, Pam O'Neal, Rebecca Shields as well as Parks and Recreation Director Amy Seiler, City Administrator Pat Heath, City Clerk Kathy Welfl, Pioneers Owner Chuck Heeman, B & S Rask Grill Owner Stephanie Rask, Fletcher Halfaker (Star-Herald)

Call to order at 4:01 p.m. by Chairperson Wiedeman

1. Review proposed Agreement by and between the City of Gering and the Western Nebraska Pioneers

Regarding the Pioneers Agreement, Administrator Heath highlighted the major changes:

The rent went from roughly \$15,000 to \$20,000. Rent will be due July 15 and August 31, \$10,000 for each payment.

There was an adjustment on the termination of the agreement; mainly dates changes. The dates need to coincide with the liquor license. Mr. Heeman said that's one of the reasons this needs to get done by the end of March, to get the license renewed. Pat stated that's part of the reason it switched from a calendar year to this. Councilmember Gillen said in the future it looks like we'll have to have it negotiated by December. Administrator Heath replied yes, and we will. Staff will get going on it quicker next time. Michael said it makes sense to get it negotiated before December 1st, before the change in Council would occur so we don't have a whole other Council trying to deal with it.

Pat said another major change was the use of the premises. In the old agreement, we had that they had to come to the City for any special events they had. Basically, what our agreement allows them to do is with the Administrator's permission (which is the Special Events permit), the City will include that cost with the rent, instead of negotiating a cost.

Chairperson Wiedeman stated for example, with GO Baseball (if they want to have a tournament or championship game, etc.) they can. Amy added, as long as it doesn't interfere with Chuck's schedule, they can do it. Chuck said he would keep everyone (City staff) informed of what they want to bring in. They're talking about doing a small concert in September but wouldn't do it without everybody knowing about it. This is more of a blanket "here's what we're going to do". It helps with his liability insurance as well. Last year they had to get supplemental insurance for each event which was around \$750 per event. This would allow him to cover those under the insurance umbrella with the exception of fireworks, Pat added. Chuck said anything they plan outside of a regular baseball game, they'll make sure to let Amy know.

Pat said one of the other major things they agreed on is a pre-season inspection of the facility and a post-season inspection of the facility. It helps everybody know what's needed going in and what needs to be done at the end of the season. He thinks that's important for both parties.

Another important part of the contract is the field prep. Exhibit B was another major change. Staff looked at this heavily as City staff have spent a lot of time prepping the field; Chuck is willing to take on some of that. It's over \$9000 in savings annually. Chuck said what would happen (in the past) is they'd come over and prep the field, stripe the baselines, etc. during the day and then they'd go in and have batting practice and they'd have to do it again. There is a list of things Chuck and his staff will do. Chuck stated that they're staying away from the more technical stuff like fertilizing and weed control, the major part of the edging, etc. They'll take on getting the field ready, dragging the infield, watering and keeping it in good shape for their games. They have an intern coming in that's majoring in turf management; he'll kind of oversee that effort. They'll have a group of the same guys every day that will be the grounds crew. They feel pretty confident doing that.

Exhibit "B"

City of Gering (Lessor) Responsibilities for stadium maintenance and pre-season field prep:

Preseason Work

- Turn on water for building and irrigation systems
- Scarify field and level to fill low spots and apply infield soil if necessary
- Correct lip on lanes and infield pre-season
- Cut lanes and infield edges
- Aerate turf
- Overseed high traffic areas
- Fertilize
- Weed control in warning track area and bull pens
- Install Batter's Eye
- Install padding for back stop and dugouts
- Repair/refinish benches in dugouts
- Purchase and install playground mulch
- Inspect netting
- Inspect, adjust and repair irrigation system

During Season

- Mow Outfield and turf outside the field
- Fertilize as needed
- Pest and weed management for turf, warning track and bull pens
- Inspect playground equipment weekly and repair if necessary
- Maintenance of landscape around stadium
- City will provide (3) 3-yard dumpsters and (1) 3 yard recycle dumpster for facility. On Holiday weekends an additional dumpster will be provided. Dumpsters will be picked up 3 X per week, 4 X if there is a weekend game. City will not collect waste on weekends.
- City will provide (?) 90-gallon dumpster carts for stadium use. City WILL NOT collect trash from carts.
- Inspect netting
- Inspect, adjust and repair irrigation system

Post Season

- Aerate turf
- Overseed high traffic areas
- Fertilize
- Weed control in warning track area and bull pens
- Remove Batter's Eye
- Remove padding for back stop and dugouts
- Mow infield and outfield
- Winterize concession stand and restrooms

City will provide the following materials for Pioneers use

- Soil conditioner
- Infield Mix

Pioneers (Lessee) Responsibilities for maintenance and field prep:

Pioneers will complete the following field maintenance work daily/weekly during May 1st through August 31, 2023 for all program games.

Preparing field for games which will include:

- Watering infield
- Mound and Homeplate rebuilding and repairs as needed
- Dragging, raking and chalking fields
- Painting foul lines
- Chalking fields
- Storing field tarp correctly after each use and ensuring that cover with sponsorships is displayed prominently
- All trash to be removed from stadium area and placed in 3-yard dumpsters after each game. This is to include the grassy area surrounding the field inside the fence.
 - Every effort shall be made to break down cardboard boxes and place in recycling dumpsters outside of stadium.
 - Cart dumpsters will be emptied into 3-yard dumpsters nightly and returned to inside of stadium.

Pioneers will provide the following materials:

- Chalk
- Field paint
- Mound and Homeplate clay
- All rakes, drags, tampers, hoses, etc. to maintain fields properly
- Sandbags for field tarp
- Tarps to cover pitching mound and home plate

All work of City of Gering (Lessor) and Pioneers (Lessee) as identified in this Exhibit "B" shall be done to the satisfaction of the City of Gering (Lessor) in its sole discretion. Pioneers (Lessee) shall have authorization to enter the facility at commercially reasonable times if said entry is for the purpose of completing its responsibilities identified in this Exhibit "B". City of Gering (Lessor) maintains the right to deny entry to the facility and/or control the scheduling of Pioneers (Lessee) field maintenance for the best interest of the facility and the City of Gering in its sole discretion.

Chuck is in the process of getting a new mower. Amy said her staff will do the outfield and the perimeter. If Chuck is able to get a mower (like the kind he'd like) and is able to do the infield (as it's a shorter elevation) he'll do that. Amy said we'll see how that goes because it might be too short. Chuck said he needs a tee mower; he further explained.

Pat said we'll continue to work on things when we negotiate the next agreement, we'll determine if we extend it or leave it on an annual basis.

Susan asked about the sound system. Amy said there is a new sound system in her office that is waiting to be installed. Supply chain has been a challenge. Staff will put up all the wire. Yandas (from whom the City actually bought the equipment) will come in and calibrate everything. Staff wanted it done by December, but installation has been a challenge due to all the moisture on the ground. It's much more directional so it should help a lot. People in the other fields may still hear it some, but it should be a lot better.

Michael asked if there would be an annual presentation at the budget work session like we do with the Civic Center, since the City is leasing this property out - where Council kind of has a tab on maintenance things that we're going to need to budget for. Pat said this isn't really an agreement like the Civic Center. Amy will bring in any maintenance costs that need to be addressed at the work session. There shouldn't be anything on a replacement schedule at this time, Amy said. Michael said he really thinks we need to have a plan of how we'd like to replace things when they need to be replaced. Amy said she thinks that's where the one and six year plan comes in that staff have been putting together. Pat said that's something staff will continue to work on. Councilmember Gillen said he doesn't want to strap another Council with budgetary concerns.

Councilmember Wiedeman asked if the netting and everything at the ballpark are still in good shape. Amy said we need to get some padding. Chuck added that it's five years old - resurfacing, benches, and things like that, but there's nothing major. Amy added nothing capital at this point in time. She budgets every year in 'Building and Grounds Maintenance' for things she thinks she's going to need. She doesn't put that into a capital expenditure. Pat said staff can come up with an O & M but they'd like to get the budget squared away first and set that money aside. Michael said he would just like to make sure that we are keeping a line of sight on maintenance costs and replacement schedules for all the amenities the City has. Pat said we'll continue to get better at those. Amy added that it's just like mowers each year, she can put them on the list each but it doesn't mean she'll get them.

Chuck said they're going to have more home games this year than they've had in the past. Last year they had 26, this year they're going to have 36. The long road trips last year were a killer. He thinks the changes are going to help. It will also help cut their expenses down. Amy added that the agreement is very good for the City and our relationship with the Pioneers. It really outlines things and defines expectations.

Councilmember Gillen clarified that part of the annual review of the lease agreement is to review the Exhibit B. Pat and Amy replied, yes. Amy said it will be adjusted each year based on everyone's needs.

Motion by Councilmember O'Neal to forward the agreement to Council for approval. Second by Councilmember Gillen. There was no discussion. The vote was called. "AYES": Wiedeman, Gillen, O'Neal, Shields. "NAYS": None. Motion carried.

1. Review Addendum to Lease Agreement between the City of Gering and B & S Rask Grill, LLC

ADDENDUM FOR LEASE AGREEMENT

COME NOW the parties to the original Lease Agreement of September 16, 2021, and agree to the terms of this Addendum to that Lease Agreement (between City of Gering, a municipal corporation, and B & S Rask Grill, LLC hereinafter referred to as "Lessee").

The parties hereby agree to amended terms which will include original language of paragraph 5. The City and Lessee agree to modify and amend paragraph 5, which replaces language of paragraph 5 of the original Lease Agreement as follows:

5. Hours of Operation: Hours of operation will be determined by Lessee, however Lessee agrees to open at 8:00 a.m. on weekends and 8:00 a.m. on weekdays during the golf season, April 1 – October 31, weather permitting. Hours of operation shall be posted and adhered to unless unforeseen circumstances occur. The clubhouse restaurant shall be open for business year- round.

All other terms and conditions of the original Agreement dated September 16, 2021 as well as other Addendums not inconsistent with this Addendum, are in full force and effect.

CITY OF GERING, A Municipal Corporation

BY: _____
Kent E. Ewing, Mayor

BY: _____
Stephanie Rask d/b/a B & S Rask Grill, LLC

BY: _____

Pat stated that last August, staff met with Stephanie Rask for the annual review. Pat said he thinks all in all things have gone well. One of the discussions was about the hours of operation. That's one of the complaints the City has received the most is golfers being able to buy whatever they'd like early in the morning. Staff and Stephanie talked about changing that. During the golf season weekdays and weekends, The City would like to have someone there at 8 a.m. They can set their hours of operation for the off-season however they like as long as they have it posted. The City doesn't want them to have someone there if nobody's coming.

The 'golf season' is April 1st through October 31st. Pam clarified that between April 1 and October 31 is the only time Stephanie's required to have someone there at 8 a.m. (on weekends and weekdays). Amy replied, yes. Stephanie said they've done it before but they probably won't sell anything until 10 a.m. People complain, but they won't buy; but they're willing to be open. It's a waste of time and staff she stated; she's just being honest. Michael suggested that from 8 to 10 a.m., it's a one-person deal. Stephanie said that's what they do. She said the problem is she pays her servers \$4 an hour, so if they don't sell anything until 11 they were there basically just donating their time for three hours. On the golfers end, there can't be alcohol on the course until she's open. They can't buy it and they can't bring their own. Amy said if they want to have a Bloody Mary at 8 a.m., but Stephanie isn't open until 10, that's not good for business - it's one of the things people enjoy about golfing. That's just some of the comments the City has received. We don't want people bringing alcohol on the course because it jeopardizes Stephanie's liquor license. We can't have people over-served or intoxicated on the course. We need to do this to take care of our customers and to ensure Stephanie is able to keep her liquor license. (It was noted that the Scotts Bluff Country Club opens early). Amy said if it's July, and it's hot at 8, and there's no place to buy a bottle of water and the machine doesn't have water in it, we can't have our golfers out there getting dehydrated. Stephanie asked if the vending machine can be looked at; she thinks there's an issue with the power to the machine. Amy replied, yes. Pat said it's on a GFI, so it can only trip so many times. Stephanie said they will have breakfast burritos, muffins, protein bars and stuff like that.

Pam asked if the weather is bad and people can't get out there to golf until May 29, do they still have to be there from April 1 to May 29? Amy said if there is snow on the ground, no. She thinks that could fall under 'if unforeseen circumstances occur'. Pat stated in certain situations like that, we don't expect them to be there. Amy said this is something we deal with whenever there's a profession that deals with weather. There may be frost on the ground and the course may not open until 10. Stephanie may have brought her staff in to prep the restaurant. Amy said she understands all that, and it's not fair to her staff to anticipate coming in, but this is just kind of how it is. Amy has to pay her staff to come in too, and they sit in the shop and wait. We just have to be consistent and she thinks Stephanie has done this long enough that she's going to be able to know if there's frost on the ground, she can call her staff to let them know not to come in until 9. Pat said her staff can even call City staff and find out when they think they're going to open on days like that.

Amy noted that the course isn't even open now. It has just been one of those winters when we actually had snow, Susan said.

Pam asked if staff and Stephanie are good with the addendum. Amy said they had a good conversation about it. In reality, we could have said 7:30 because that's when our golfers start, but she really feels that Stephanie has to make money too. Amy said she feels 8 o'clock a.m. seems appropriate.

Pat added that the goal is to have the addendum on the first Council meeting in March.

Motion by Councilmember O'Neal to forward the addendum to Council for approval. Second by Councilmember Gillen. There was no discussion. The vote was called. "AYES": Wiedeman, Gillen, O'Neal, Shields. "NAYS": None. Motion carried.

Meeting adjourned at 4:28 p.m.

Submitted by,

Kathy Welfl, City Clerk

Agenda Item Summary

For the meeting of: March 13, 2023

Agenda item title: Approve and authorize the Mayor to sign Addendum for Lease Agreement between the City of Gering, a Municipal Corporation, and B & S Rask Grill, LLC

Submitted by: Amy Seiler, Director of Parks and Recreation

Explanation of the agenda item:

The current lease agreement with Stephanie and Brody Rask states that the lessee will open at 9 AM on weekdays. However, the opening time needs to be adjusted to accommodate the needs of the golfers during the golfing season. The addendum to the agreement states "Hours of operation will be determined by Lessee, however Lessee agrees to open at 8:00 a.m. on weekends and 8:00 a.m. on weekdays during the golf season, April 1 – October 31, weather permitting..."

Board/Commission/Staff recommendation:

Staff have worked with lessee and legal to ensure the addendum is acceptable to both parties. The Recreation Committee met on March 2, 2023 and recommended approval of the addendum. Staff and legal also recommend approval of addendum.

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

Mayor, City Council member, City Administrator, City Clerk

Referred to: Recreation

Committee

ADDENDUM FOR LEASE AGREEMENT

COME NOW the parties to the original Lease Agreement of September 16, 2021, and agree to the terms of this Addendum to that Lease Agreement (between City of Gering, a municipal corporation, and B & S Rask Grill, LLC hereinafter referred to as "Lessee").

The parties hereby agree to amended terms which will include original language of paragraph 5. The City and Lessee agree to modify and amend paragraph 5, which replaces language of paragraph 5 of the original Lease Agreement as follows:

5. **Hours of Operation:** Hours of operation will be determined by Lessee, however Lessee agrees to open at 8:00 a.m. on weekends and 8:00 a.m. on weekdays during the golf season, April 1 – October 31, weather permitting. Hours of operation shall be posted and adhered to unless unforeseen circumstances occur. The clubhouse restaurant shall be open for business year-round.

All other terms and conditions of the original Agreement dated September 16, 2021 as well as other Addendums not inconsistent with this Addendum, are in full force and effect.

CITY OF GERING, A Municipal Corporation

BY: _____
Kent E. Ewing, Mayor

BY: _____
Stephanie Rask d/b/a B & S Rask Grill, LLC

BY: _____
Brody Rask d/b/a B & S Rask Grill, LLC

STATE OF NEBRASKA, COUNTY OF SCOTTS BLUFF: ss.

The foregoing Addendum was acknowledged before me this ____ day of _____, 2023, Kent E. Ewing, Mayor of the City of Gering, A Municipal Corporation.

Notary Public

STATE OF NEBRASKA, COUNTY OF SCOTTS BLUFF: ss.

The foregoing Addendum was acknowledged before me this ____ day of _____, 2023, by Stephanie Rask d/b/a/ B & S Rask Grill, LLC, known to me personally or who has produced satisfactory evidence of identification to me.

Notary Public

STATE OF NEBRASKA, COUNTY OF SCOTTS BLUFF: ss.

The foregoing Addendum was acknowledged before me this ____ day of _____, 2023, by Brody Rask d/b/a/ B & S Rask Grill, LLC, known to me personally or who has produced satisfactory evidence of identification to me.

Notary Public

**ADDENDUM
ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT
HOTEL 21, L.L.C.**

This Agreement is made on the _____ day of _____, 2023, between the City of Gering, Nebraska (the "City") and Hotel 21, L.L.C. (the "Applicant").

Recitals:

The City and Applicant entered into an Economic Development Assistance Agreement on or about the 8th day of February, 2021.

The purpose of this Addendum to the Economic Development Assistance Agreement is to correct a scrivener's error related to the definition of full-time employment (FTE).

Agreement:

Paragraph 1. of the Economic Development Assistance Agreement is to be modified retroactively to the date of the Economic Development Assistance Agreement and is to read and replace paragraph 1. of the Economic Development Assistance Agreement as follows:

1. Purpose of Grant (forgivable loan):

The Applicant is doing business as an L.L.C. The individual owners are Troy Weborg and Lisa Weborg, doing business as Hotel 21, L.L.C. The Applicant is in the process of building a 32-room hotel with meeting space, event space, gentlemen's parlor, and lease space available for S lawn, barbershop, and floral shop. The Applicant anticipates creating five full-time employees working a minimum of 32 hours per week and 10 part-time employees working 16 to 24 hours per week. Full-time equivalents (FTE's) are defined as a minimum of 32 hours per week.

All other provisions of the Economic Development Assistance Agreement for Hotel 21, L.L.C. remain the same and are not modified in any way. A copy of the original Economic Development Assistance Agreement for Hotel 21, L.L.C. is attached hereto as Exhibit "A".

CITY OF GERING, NEBRASKA,

HOTEL 21, L.L.C.,

By: _____
Kent E. Ewing, Mayor

By: _____
Troy Weborg, Member/Owner of
Hotel 21, L.L.C.

(Seal)

ATTEST:

By: _____
Lisa Weborg, Member/Owner of
Hotel 21, L.L.C.

City Clerk

**ADDENDUM TO MANAGEMENT AND CATERING CONTRACT
FOR THE GERING CIVIC CENTER
II**

THIS ADDENDUM II is made to the Management and Catering Contract for The Gering Civic Center (the "Contract") which was made and entered into by and between The City of Gering, Nebraska, A Municipal Corporation, hereinafter referred to as City, and The Meat Shoppe Inc., A Nebraska Corporation, hereinafter referred to as Meat Shoppe, which was dated February 11, 2014, and Addendum, and is attached hereto and incorporated fully herein by reference (see Exhibits "A" & "B").

City and Meat Shoppe wish to make revisions and amendments to said Contract by modifying and replacing the paragraphs below as follows:

3. MEAT SHOPPE Compensation and Term. The term of this Contract shall commence on the 8th day of February, 2014, and end on the 30th day of April, 2024, unless sooner terminated pursuant to the provisions contained herein. As consideration for the services to be performed herein, **CITY** shall pay the sum of Ninety-Six Thousand Six Hundred Thirty-One Dollars and Sixty-Eight Cents (\$96,631.68) annually payable in twenty-six (26) equal bi-weekly installments of Three Thousand Seven Hundred Sixteen Dollars and Sixty Cents (\$3,716.60). Every year after the effective date of this Contract, for the contract term, the parties agree that the compensation to Meat Shoppe will be adjusted based upon the U. S. Department of Labor Consumer Price Index – Midwest Rural on that date. The effective date is March 9, 2014.

All other provisions and requirements contained in the Management And Catering Contract For The Gering Civic Center and Addendum shall remain in full force and effect, binding upon CITY and MEAT SHOPPE.

SIGNED AND EFFECTIVE this ____ day of _____, 2023.

CITY OF GERING,
A Municipal Corporation

MEAT SHOPPE, INC.,
A Nebraska Corporation

Kent Ewing, Mayor

Rick Keller, President

ATTEST:

Judy Keller

Kathy J. Welfl, City Clerk

STATE OF NEBRASKA)
) ss.
COUNTY OF SCOTTS BLUFF)

The foregoing instrument was acknowledged before me on the _____ day of _____, 2023, by **KENT EWING**, as Mayor of the City of Gering, A Municipal Corporation.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF SCOTTS BLUFF)

The foregoing instrument was acknowledged before me on the _____ day of _____, 2023, by **RICK KELLER**, as the President of The Meat Shoppe, Inc.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF SCOTTS BLUFF)

The foregoing instrument was acknowledged before me on the _____ day of _____, 2023, by **JUDY KELLER**, as interested party in The Meat Shoppe, Inc.

Notary Public

MANAGEMENT AND CATERING CONTRACT FOR THE GERING CIVIC CENTER

1. **Agreement.** This Agreement is made and entered into by and between The City of Gering, Nebraska, A Municipal Corporation, hereinafter usually referred to as **CITY**, and The Meat Shoppe, a Nebraska Corporation, hereinafter usually referred to as **MEAT SHOPPE**.

NOW, THEREFORE, it is hereby agreed as follows:

2. **Independent Contractor.** **CITY** hereby retains **MEAT SHOPPE** as an independent contractor and **MEAT SHOPPE** hereby accepts said retainer to act as General Manager and Designated Caterer for operation of the Gering Civic Center.

3. **MEAT SHOPPE Compensation and Term.** The term of this Contract shall be one hundred twenty (120) months commencing on the 8th day of February, 2014, and ending on the 8th day of February, 2024, unless sooner terminated pursuant to the provisions contained herein. As consideration for the services to be performed herein, **CITY** shall pay the sum of Ninety Six Thousand Six Hundred Thirty One Dollars and Sixty Eight Cents (\$96,631.68) annually payable in twenty six (26) equal bi-weekly installments of Three Thousand Seven Hundred Sixteen Dollars and Sixty Cents (\$3,716.60). Every year after the effective date of this Contract, for the contract term, the parties agree that the compensation to Meat Shoppe will be adjusted based upon the U. S. Department of Labor Consumer Price Index – Midwest Rural on that date. The effective date is March 9, 2014.

4. **CITY Compensation and Term.** **CITY** shall receive as compensation for the facility furniture, fixtures and services furnished to **CITY** eighteen percent (18%) of gross receipts per person food and/or beverage charge to **CITY** made by **MEAT SHOPPE**, which will be added to the bar sales and food/beverage charge, to arrive at the menu price for the term of this Contract as provided in Paragraph No. 3 above.

5. **Payment.** **CITY**, through its Civic Center personnel, shall collect all monies for any and all functions held at the Gering Civic Center and shall pay **MEAT SHOPPE** for its services on each Tuesday following the City Council meeting, as provided herein.

6. **General Operations.** **MEAT SHOPPE** shall perform both complex and routine administrative work calculated to create, plan, execute, market and evaluate a variety of conventions and events held at the Gering Civic Center. As such **MEAT SHOPPE** shall be

responsible for implementing and administering the overall operation of the Gering Civic Center, including but not limited to, promotions, sales, conventions, and services. **MEAT SHOPPE** shall maintain the Civic Center business office open for Civic Center business from 8:00 A.M. to 5:00 P.M. Monday through Friday, inclusive. All files relating to Civic Center business shall remain the property of **CITY** and shall be stored on site in an appropriate storage receptacle. **MEAT SHOPPE** shall have no responsibility whatsoever with regard to the City of Gering RV Park.

7. **Civic Center Director.** **MEAT SHOPPE** shall designate Rick Keller and/or Judy Keller as its employee(s) who shall be the person(s) who is (are) responsible for performing/supervising/administering the services to be rendered to the City of Gering as provided by this Agreement. **MEAT SHOPPE** shall designate Rick Keller to hold the title "Civic Center Director".

8. **Designated Manager and Caterer.** **CITY** hereby designates **MEAT SHOPPE** the exclusive right to manage the Civic Center and, as its designated caterer, to provide food and beverage preparation and food and beverage distribution services at the Gering Civic Center.

9. **Occupancy and Utilities.** **MEAT SHOPPE** shall have full use and occupancy of the food and beverage preparation areas in the Gering Civic Center. This kitchen area shall be separately metered for electricity and natural gas. **MEAT SHOPPE** shall pay the cost of the electricity, sanitation and natural gas used in the food preparation area. **CITY** will provide water and sewer services to **MEAT SHOPPE** at said facility at no additional cost to **MEAT SHOPPE**.

10. **Furnishings and Equipment Use.** **MEAT SHOPPE** shall be responsible for the set up and break down of all furnishings for any and all food and beverage related functions. Non-food and non-beverage related functions and beverage only related functions shall also be set up and taken down by **MEAT SHOPPE** at a fee payable to **MEAT SHOPPE** agreed in advance between **MEAT SHOPPE** and **CITY**. **MEAT SHOPPE** shall be responsible for maintaining good housekeeping and upkeep in all meeting rooms, storage areas, back hallways, equipment areas, and the kitchen area. **CITY** shall furnish the required equipment for such housekeeping and upkeep. The **CITY** Civic Center management shall determine the cleaning standards that are to be maintained. **CITY** shall pay the cost of waxing the back hallways. Said waxing shall occur as reasonably needed and as agreed between the parties.

11. **Inventory.** MEAT SHOPPE shall be responsible for all inventory losses of china, glass, silver, equipment and linens in excess of eight percent (8%) above the beginning inventory. Inventory shall be taken on each anniversary of the date of this agreement.

12. **MEAT SHOPPE Employees.** MEAT SHOPPE shall provide all necessary employees to accomplish the work to be performed pursuant to this Agreement.

13. **MEAT SHOPPE Duties and Responsibilities.** The following duties and responsibilities shall be performed pursuant to this Agreement:

- A. Supervision of all functions and activities associated with the efficient operation of the Civic Center.
- B. Preparation of an annual budget for the Civic Center.
- C. Administer the expenditures of funds allocated through the budget and coordinate the purchase of supplies and materials, including replacement of furniture, fixtures and equipment (with approval of City Administrator).
- D. Supervise maintenance and operation of the building, grounds and offices occupied by the Gering Civic Center (with back-up by City crews provided by CITY).
- E. Supervise all record keeping, including an accurate inventory of all equipment and fixtures.
- F. Secure and follow up on leads for meetings, business conferences, special events and conventions to be held at the Civic Center.
- G. Work with the Chamber of Commerce, Gering Convention and Visitors Bureau and other similar organizations to create business for the Gering Civic Center and attract meetings and conventions to be held at the Gering Civic Center.
- H. Establish file system(s) for leads/contacts and perform all sales and promotional duties relating to the same.
- I. Travel and make sales calls to promote the use of the Gering Civic Center and submit bids for meetings and conventions soliciting meetings and conventions to come to the Gering, Nebraska, area and use the Gering Civic Center.

- J. Develop pricing and packaging for presentation to groups and conventions for the use of the Gering Civic Center.
- K. Work closely with food and beverage caterer contractors and develop and maintain appealing and competitively priced menus.
- L. Develop and distribute brochures, fliers, news releases and other promotional materials to promote the Gering Civic Center facility and its special events
- M. Coordinate and schedule reservations for use of the Gering Civic Center for conventions and events.
- N. Attend Civic Center functions to promote and network with potential customers.
- O. Respond to public inquiries about events made by telephone, correspondence, or other forms of communication or during public meetings.
- P. Negotiate promotional and trade opportunities with all forms of media.
- Q. Perform miscellaneous duties such as answering telephone, corresponding with prospective users, running necessary errands, picking up supplies needed for activities, and related duties.
- R. Develop, coordinate and implement a marketing plan for the Gering Civic Center.
- S. Manage fiscal duties including budgeting and purchasing.
- T. Develop advertising materials to assist marketing of the Civic Center.
- U. Establish and maintain effective working relationships with employees, vendors, news media, potential users of the Civic Center, and the general public.
- V. The Civic Center Director shall provide reports on a regular basis as required by the City Administrator concerning the marketing of the Civic Center and Civic Center operations.

14. **REPAIRS.** **MEAT SHOPPE** shall be responsible for all repairs to equipment and other property which repairs are needed as a result of negligence or misuse of such property by **MEAT SHOPPE** employees or agents.

15. **Uniforms.** MEAT SHOPPE shall provide at its expense uniforms for all personnel serving food and beverage at all banquets or other food and beverage functions. The type of such uniforms shall be determined by MEAT SHOPPE with the approval of such uniforms by CITY.

16. **General Premises Supervision.** MEAT SHOPPE shall be responsible for the general supervision of the entire premises consisting of the land and building upon which the Civic Center exists and MEAT SHOPPE shall have the use of and shall maintain control over the entire premises of the Gering Civic Center for business and activities relating to Civic Center business. CITY will continue to pay for janitorial services for the lobby area, restrooms, and Civic Center offices. CITY will pay for maintenance and repairs both inside and outside of the Civic Center building. The Civic Center Director shall call to the attention of the City Administrator any areas the Civic Center Director has noted are in need of repair or maintenance.

17. **Audit.** CITY shall, at its discretion and in such manner as determined by CITY, audit all Civic Center functions and records, (exclusive of all food and beverage service records of the MEAT SHOPPE in the operation of the Gering Civic Center), including, but not limited to, cash registers, billings, contracts, and exceptions.

18. **Good Housekeeping.** MEAT SHOPPE shall be responsible for supervising good housekeeping in all areas of the Civic Center.

19. **Copy Machine.** A copy machine owned by CITY is located in the business office of the Civic Center for use for all Civic Center business. MEAT SHOPPE may use said copier for its business not related to Civic Center management business, but shall log all copies used by it for non-Civic Center management matters and shall reimburse CITY at a per copy cost agreed to between MEAT SHOPPE and the City Administrator. A copy of the equipment, furniture and fixtures located at the Civic Center is attached hereto and marked Exhibit "A".

20. **Insurance.** MEAT SHOPPE shall provide all workers' compensation insurance for its employees and general liability insurance for its activities as General Manager of the Gering Civic Center. Said general liability insurance shall be in an amount not less than One Million Dollars (\$1,000,000.00) bodily injury per person, One Million Dollars (\$1,000,000.00) bodily injury aggregate liability, and Two Hundred Fifty Thousand Dollars (\$250,000.00) property damage. MEAT SHOPPE shall provide to CITY a certificate of insurance showing such general liability insurance and workers' compensation insurance is in full force and effect at

all times. **CITY** shall be named as an additional insured under the terms of said policy. **MEAT SHOPPE** shall save **CITY** harmless, indemnify and defend **CITY** from any and all injury, loss, claims or damage to any personal property while on the leased premises, unless caused by the willful acts or omissions or gross negligence of **CITY**, its employees, agents, licenses or contractors. **MEAT SHOPPE** shall save **CITY** harmless, indemnify, and defend **CITY** from any and all liability related to the operation of **MEAT SHOPPE'S** business, including dram shop and liquor sales liability.

21. **Event Booking.** All functions to take place at Civic Center shall be booked through the Civic Center Manager.

22. **Civic Center Priority.** **MEAT SHOPPE** shall give all Civic Center functions priority over functions occurring outside of the Civic Center and being catered by **MEAT SHOPPE**.

23. **Liquor License.** **MEAT SHOPPE** must obtain and retain a State of Nebraska liquor license authorizing it to serve alcoholic beverages and **MEAT SHOPPE** shall be solely responsible for complying with all State of Nebraska liquor laws and liquor regulations.

24. **Guaranteed Attendees.** The Civic Center Manager shall provide **MEAT SHOPPE** with a guaranteed number of attendees at any function or event at the Civic Center, at which food or beverage is to be served by **MEAT SHOPPE** and shall provide such notice not less than forty-eight (48) hours prior to the time such food or beverage is to be served.

25. **Kitchen Utensils.** **MEAT SHOPPE** shall provide all kitchen utensils (pots, pans, cutlery, chafing dishes, serving utensils, etc.) needed to properly cater functions at the Civic Center.

26. **Supplies.** **MEAT SHOPPE** shall purchase all needed food, beverages and related supplies and items necessary for fulfillment of this Agreement and for service of food and beverages at events occurring at the Gering Civic Center. Provided, however, furniture, fixtures, and major equipment shall be furnished by **CITY**.

27. **Audio and Visual Equipment.** **MEAT SHOPPE** shall be responsible for all set up and break down of audio visual equipment used at functions at the Gering Civic Center.

28. **Linens.** **CITY** shall bill the customer a unit price of sixty five cents (\$.65) for all linens used during functions held at the Civic Center and reimburse **MEAT SHOPPE** fifteen

cents (\$.15) and **MEAT SHOPPE** shall pay the cost of cleaning and otherwise maintaining all such linens.

29. Set Up. **MEAT SHOPPE** shall be paid by **CITY** Twenty Dollars (\$20.00) for each twenty-five (25) people or fraction thereof attending a function at the Civic Center for the set up of any non-food or beverage only related to meeting rooms. "Set up" includes the setting up of tables, chairs, audio-visual equipment and the breaking down of the same such equipment and shall also include vacuuming and cleaning of the meeting rooms.

30. Sales Tax Payment. **CITY** shall be responsible for collecting and paying to the governmental entity entitled thereto all applicable sales tax, if any.

31. Annual Evaluation. An annual evaluation of the terms and conditions of this Agreement shall occur annually or as otherwise agreed in writing between the parties. All rates, costs, charges and percentages provided in this Contract are subject to review and, if agreed, changed every six (6) months or on an "as needed" basis as is agreed by **MEAT SHOPPE** and the **CITY** in writing. All food and beverage rates are also subject to increase in proportion to any increases in costs incurred by **MEAT SHOPPE** for such food and beverage products or services.

32. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Nebraska.

33. Time of Essence. If **MEAT SHOPPE** shall fail to provide service of reasonable quality based on the same standards provided to its customers by **MEAT SHOPPE** currently in the management and catering business, **MEAT SHOPPE** will be notified by the City Administrator. Three such written notifications in a calendar year will allow for the immediate termination of this Contract.

34. Running Inventory. **MEAT SHOPPE** shall provide the City Administrator, in advance, a running inventory of all functions to be held at the Gering Civic Center.

35. No Equipment Removal. No Civic Center property shall be removed from the Civic Center premises without the express written consent of the City Administrator.

36. Law Compliance. **MEAT SHOPPE** shall comply with all federal, state, county, and local health ordinances, rules and regulations.

37. Staffing. **MEAT SHOPPE** shall provide its own administrative and support staff to accomplish the duties and activities required of it by this Agreement. An evaluation of the

performance of the terms and conditions of this Agreement shall occur annually or as otherwise agreed in writing between the parties.

38. Requests for Qualifications-Based Proposals. In the event the CITY decides to solicit Qualifications-Based Proposals for the general manager and designated caterer operation at the Gering Civic Center, the two (2) proposals shall be separate requests.

In the event the MEAT SHOPPE defaults under any one or more of the terms of this Contract, the CITY shall give the MEAT SHOPPE written notice thereof specifying the default and granting the MEAT SHOPPE ninety (90) days within which to cure the default. If the MEAT SHOPPE shall fail or refuse to cure the default as set forth, the CITY may terminate this Contract (effective immediately in writing). It is agreed that time is of the essence in this Agreement. Regardless of the term of this Contract or other termination provisions, the MEAT SHOPPE shall have the right to terminate this agreement without cause by giving 180 days written notice. In such event, such notice shall be served upon the City Administrator or the Mayor.

39. Sale of Interest in MEAT SHOPPE. If the MEAT SHOPPE decides to sell its interest in this agreement, it shall notify CITY of such intent not less than ninety (90) days before such sale.

40. Designated Persons. In the event Rick Keller and Judy Keller shall cease to act as MEAT SHOPPE'S designated person to perform the duties of Civic Center Director, this agreement may be terminated immediately by CITY.

41. Entire Agreement. This agreement is the entire agreement between CITY and MEAT SHOPPE and this Agreement includes all of the agreements made between CITY and MEAT SHOPPE pertaining to management and catering services to be rendered to it to the Gering Civic Center. This agreement may be amended only by an agreement in writing which is signed by authorized representatives of the CITY OF GERING, a municipal corporation, and MEAT SHOPPE, a Nebraska Corporation.

CIVIC CENTER INVENTORY FURNITURE AND EQUIPMENT

(Updated January 27, 2014)

FURNITURE

Desk Chair-Rick's Office
2 Black Rolling Desk Chairs-Main Office
2 Chairs-non-roller
20 Chairs-roller
(2) 2 Chairs with Table Between
Oak Meeting Table-Back Office
Typewriter Stand-Back Office
(2) Book Cases
(3) File Cabinets-Front Office
(2) Metal Desks-Front Office
(1) Coat Rack
(2) Lateral File Cabinets-Main Office
Secretary Desk with Side Desk-Main Office
Oak Lateral File Cabinet-Main Office
Oak Desk-2.5' X 6'-Main Office
Printer Stand-Main Office
Credenza-Front Office
Oak Desk-3' X 6'-Rick's Office
Computer Desk-Rick's Office
(3) Typist Chairs
Loveseat Sofa and 6 Chairs transferred to Library
(2) Black Leather Sofas
(6) Black Leather Chairs
Oak Coffee Table
(4) Marble-Top End Tables
(4) Oak Waste Containers
(1) Oak Display Case
Piano and Bench

EQUIPMENT

(2) Sharp Desk Calculators
IBM Personal Writer Typewriter-Broken-In Storage
(11) Telephones
Brother Fax Machine-City Inventory #004110-In Storage
PA System Mixer/Microphone/Receiver
(5) DMX Cable Box Receivers
Kyocera KM-2050 Copy Machine-Leased-Returned
Kyocera TaskAlfa 305 Copy/Fax/Scanner-Leased (Replaced KM-2050)
Dell Computer Optiplex 380/Monitor/Keyboard-2FRNMM1-Main Desk
Dell Computer/Monitor/Keyboard-City Inventory #004105-Sign
Dell Computer/Monitor/Keyboard-City Inventory #004051-In Storage
Dell Computer/Monitor/Keyboard-City Inventory #004391-In Storage
Dell Computer Optiplex 780/Monitor/Keyboard-9JH5PSI-Rick's Desk

ADDENDUM TO MANAGEMENT AND CATERING CONTRACT
FOR THE GERING CIVIC CENTER

THIS ADDENDUM is made to the Management and Catering Contract for The Gering Civic Center (the "Contract") which was made and entered into by and between The City of Gering, Nebraska, A Municipal Corporation, hereinafter referred to as City, and The Meat Shoppe Inc., A Nebraska Corporation, hereinafter referred to as Meat Shoppe, which was dated February 11, 2014 and is attached hereto and incorporated fully herein by reference.

City and Meat Shoppe wish to make revisions and amendments to said Contract by modifying and replacing the paragraphs below as follows:

38. Requests for Qualifications-Based Proposals. In the event the CITY decides to solicit Qualifications-Based Proposals for the general manager and designated caterer operation at the Gering Civic Center, the two (2) proposals may be combined or merged into one Request for Qualifications-Based Proposals at the City's discretion.

In the event the MEAT SHOPPE defaults under any one or more of the terms of this Contract, the CITY shall give the MEAT SHOPPE written notice thereof specifying the default and granting the MEAT SHOPPE ninety (90) days within which to cure the default. If the MEAT SHOPPE shall fail or refuse to cure the default as set forth, the CITY may terminate this Contract (effective immediately in writing). It is agreed that time is of the essence in this Agreement. Regardless of the term of this Contract or other termination provisions, the MEAT SHOPPE shall have the right to terminate this agreement without cause by giving 180 days written notice. In such event, such notice shall be served upon the City Administrator or the Mayor.

39. Sale of Interest in MEAT SHOPPE. If the MEAT SHOPPE decides to sell its interest in this agreement, it shall notify CITY of such intent not less than ninety (90) days before such sale. Rick Keller and Judy Keller agree to remain as MEAT SHOPPE's designated person and perform all such duties for the entire term of this Agreement, even in the event of a sale of interest in MEAT SHOPPE.

All other provisions and requirements contained in the Management and Catering Contract for The Gering Civic Center shall remain in full force and effect, binding upon CITY and MEAT SHOPPE.

SIGNED AND EFFECTIVE this 22nd day of February, 2023.

CITY OF GERING,
A Municipal Corporation

MEAT SHOPPE, INC.,
A Nebraska Corporation



Kent Ewing, Mayor



Rick Keller, President

ATTEST:



Judy Keller



Kathy J. Welfl, City Clerk



Exhibit "B"

STATE OF NEBRASKA)
) ss.
COUNTY OF SCOTTS BLUFF)

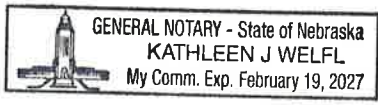
The foregoing instrument was acknowledged before me on the 22nd day of February, 2023, by KENT EWING, as Mayor of the City of Gering, A Municipal Corporation.



Kathleen J. Welzl
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF SCOTTS BLUFF)

The foregoing instrument was acknowledged before me on the 22nd day of February, 2023, by RICK KELLER, as the President of The Meat Shoppe, Inc.



Kathleen J. Welzl
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF SCOTTS BLUFF)

The foregoing instrument was acknowledged before me on the 22nd day of February, 2023, by JUDY KELLER, as interested party in The Meat Shoppe, Inc.



Kathleen J. Welzl
Notary Public

RESOLUTION 3-1-23

**Avoided Costs related to Interconnection Policy with
the Municipal Energy Agency of Nebraska (MEAN)**

WHEREAS, the Gering City Council approved a Policy and Guidelines for Interconnection for Parallel Installation and Operation of small (25 kW or less) and large (greater than 25 kW) Customer-owned Renewable Electric Generating Facilities on November 9, 2020, and

WHEREAS, the purpose of the policy and guidelines was to establish standards for the Utility to interconnect and operate in parallel with customer-owned renewable electric generators, and

WHEREAS, Avoided Costs are the increment costs of the Utility’s Electric Wholesale Supplier (EWS) energy or capacity or both which, but for the purchase from the Customer’s Generating Facility, the Utility would generate itself or purchase from another source, and

WHEREAS, the Avoided Cost Rate (Less than or equal to 100 kW) Generator nameplate rating of 25 kW or less effective June 1, 2022 was \$0.04070 per kWh and the Generator nameplate rating greater than 25 kW effective June 1, 2022 was \$0.04209, and

WHEREAS, the Avoided Cost Rates have changed.

THEREFORE, BE IT RESOLVED BY THE GERING CITY COUNCIL THAT:

The City of Gering adopts a new Appendix to the Interconnection Policy as outlined below.

**Appendix
Avoided Cost Rate
(Less than or equal to 100 kW)**

Avoided Cost Rate:	Generator nameplate rating of 25 kW or less:	\$0.04070 per kWh
	Effective date:	April 1, 2023
	Generator nameplate rating greater than 25 kW:	\$0.03452 per kWh
	Effective date:	April 1, 2023

(Rate is subject to change)

Passed and approved this _____ day of _____, 2023.

Kent Ewing, Mayor

Attest:

Kathleen J. Welfl, City Clerk

Appendix
Avoided Cost Rate
(Less than or equal to 100 kW)

Avoided Cost Rate: Generator nameplate rating of 25 kW or less: \$0.04070 per kWh

Effective date: April 1, 2023

Generator nameplate rating greater than 25 kW: \$0.03452 per kWh

Effective date: January 1, 2023

(Rate is subject to change)

ORDINANCE NO. 2123

A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GERING, NEBRASKA TO ANNEX TO THE CITY OF GERING CERTAIN LANDS DESCRIBED HEREIN WHICH ARE LOCATED WITHIN SCOTTS BLUFF COUNTY, NEBRASKA, REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND TO PROVIDE THAT THIS ORDINANCE SHALL BE PUBLISHED IN PAMPHLET FORM.

WHEREAS, such lands, lots, tracts, streets, and highways are urban or suburban in character and are not, in any event, agricultural lands which are rural in character, and

WHEREAS, the subject properties to be annexed are adjacent or contiguous to the City of Gering; and

WHEREAS, it is deemed proper that such real estate be annexed to the City of Gering.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Gering, Nebraska that:

Section 1. The following described real estate, all located within the extraterritorial zoning jurisdiction of the City of Gering, in Scotts Bluff County, Nebraska, to wit:

The entire part of the following tract of land currently lying outside of the corporate limits of the City of Gering, Nebraska:

A tract of land situated in the NW1/4 of Section 12, Township 21 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska, more particularly described as follows: Commencing that the southwest corner of the NW1/4 of Section 12; thence Northerly on the west line of said Section, on an assumed bearing of N01°24'32"E, a distance of 422.65 feet, to the True Point of Beginning; thence continuing North on the west line of said Section, a distance of 997.51 feet, to the point of intersection with the westerly extension of the south line of Lot 2, Block 1, Gering Valley Estates, as recorded in Inst. No. 2014-3858; thence Easterly on said extension line, bearing S88°35'29"E, a distance of 442.94 feet, as measured (443.00 feet recorded) to the southeast corner of Lot 2, Block 1, Gering Valley Estates; thence Northerly on the east line of said Lot 2, bearing N01°30'51"E, a distance of 218.57 feet, to the point of intersection with the southwest corner of Block 1, Pathfinder 1st Addition, as recorded in Inst. No. 2007-3058; thence Easterly on the south

line of said Block 1, Pathfinder 1st Addition, bearing S88°51'20"E, a distance of 1529.96 feet, as measured (1530.00 feet recorded), to the southeast corner of Lot 11, Block 1, Pathfinder 1st Addition, said point also being on the west right of line of Mark Drive as recorded in Inst. No, 2015-4118; thence Southerly, on the west right of line of Mark Drive, bearing S01°35'45"W, a distance of 393.47 feet, measured and recorded, to the south right of way line of Brannan Street, bearing S88°57'16"E, a distance of 620.02 feet, as measured (620.00 feet recorded) to the point of intersection with the west line of a 40 foot public right of way, as recorded in Inst. No. 2005-1532; thence Southerly on the west line of said 40 foot public right of way, bearing S01°36'42"W, a distance of 191.82 feet, to the point of intersection with the north right of way line of Highway 71 (Heartland Expressway), as recorded in Inst. No. 2003-4737; thence Southwesterly, on the north right of way line of said Highway 71, bearing S71°34'19"W, a distance of 1341.48 feet; thence continuing on the north right of way line of Highway 71, bearing S71°51'57"W, a distance of 1340.00 feet; thence northerly on said right of way line of Highway 71, bearing N02°57'02"W, a distance of 121.15 feet; thence northerly on said right of way line of Highway 71, bearing N08°25'43"W, a distance of 142.99 feet; thence Westerly on said right of way line of Highway 71, bearing N88°35'28"W, a distance of 33.00 feet, to the Point of Beginning.

The property to be annexed consists of strip of land lying directly north of the north right of way line of Highway 71 (Heartland Expressway) in the northwest quarter of Section 12, Township 21 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska, (Scotts Bluff County Parcel ID No. 010000487).

is hereby included within the boundaries and territory of the City of Gering, Nebraska, and said lands and the persons residing thereon shall hereafter be subject to all rules, regulations, ordinances, taxes, and all other burdens and assets of other persons and territories included within the City of Gering, Nebraska, and shall receive substantially the benefits of other inhabitants of such city as soon as practicable. See attached map as Exhibit "A".

Section 2. That all ordinances and parts of ordinances in conflict herewith be and they are hereby repealed.

Section 3. That this ordinance shall be in full force and effect from and after its proper statutory passage, approval, and publication in pamphlet form.

PASSED AND APPROVED this _____ day of _____, 2023.

Kent E. Ewing, Mayor

ATTEST:

Kathleen J. Welfl, City Clerk

Agenda Item Summary

For the meeting of: March 13, 2023

Agenda item title:

Approve Ordinance No. 2124 - AN ORDINANCE OF THE CITY OF GERING, NEBRASKA, TO AMEND CHAPTER 95, SECTION 95.02 OF THE CITY OF GERING CODE OF ORDINANCES; TO AMEND CHAPTER 130, SECTION 130.51 OF THE CITY OF GERING CODE OF ORDINANCES; TO ADD CHAPTER 113, SECTION 113.10 TO THE CITY OF GERING CODE OF ORDINANCES; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION IN PAMPLHET FORM; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF

Submitted by:

Annie Folck, City Engineer

Explanation of the agenda item:

This ordinance is designed to make it easier for local businesses and property owners to utilize the public right-of-way. It would allow for the placement of planters, park benches, sandwich board signs, etc. downtown, as long as property owners follow the rules and regulations. Five feet of clear space must be kept open in accordance with ADA requirements. Additionally, if a property owner wants to add permanent features, such as a sidewalk café, they would be required to enter into a license agreement with the City that would outline rights and responsibilities, liability, etc. This ordinance is modeled on the one that was passed in Scottsbluff several years ago that allowed for outdoor dining areas such as the one in front of Flyover Brewery.

Board/Commission/Staff recommendation:

Approve Ordinance No. 2124.

Does this item require the expenditure of funds?

yes

X

no

Are funds budgeted?

yes

no

If no, comments:

Estimated Amount

Amount Budgeted

Department

Account

Account Description

Approval of funds available:

City Treasurer/Finance Director

Does this item require a resolution or an ordinance?

X

yes

no

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

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

Approved for submittal:

Kathy Welfl

Mayor, City Council member, City Administrator, City Clerk

Referred to:

Committee

ORDINANCE NO. 2124

AN ORDINANCE OF THE CITY OF GERING, NEBRASKA, TO AMEND CHAPTER 95, SECTION 95.02 OF THE CITY OF GERING CODE OF ORDINANCES; TO AMEND CHAPTER 130, SECTION 130.51 OF THE CITY OF GERING CODE OF ORDINANCES; TO ADD CHAPTER 113, SECTION 113.10 TO THE CITY OF GERING CODE OF ORDINANCES; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION IN PAMPLHET FORM; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GERING, NEBRASKA:

Section 1. That the City of Gering Code of Ordinances, Chapter 95, Section 95.02 be amended, which section shall be read as follows:

§ 95.02 MERCHANDISE ON SIDEWALKS.

It shall be unlawful for any person, firm or corporation, without first having complied with Section 113.10 of this Municipal Code, to erect, maintain or suffer to remain on any street or public sidewalk or on any portion of the area between the lot line and the curb line of any street, any stand, wagon, merchandise, machinery or any other obstruction injurious to, inconvenient or inconsistent with the public use of the same; provided that a reasonable time shall be allowed to remove goods, wares and merchandise being received and shipped. (Prior Code, § 9-6-1) Penalty, see § 10.99

Section 2. That the City of Gering Code of Ordinances, Chapter 130, Section 130.51 be amended, which section shall be read as follows:

§ 130.51 PUBLIC WAYS; OBSTRUCTING.

(A) It shall be unlawful for any person, firm or corporation, without first having complied with Section 113.10 of this Municipal Code, to obstruct or hamper the function of any public street, alley, sidewalk or parking area in the city.

(B) It shall be unlawful for the occupant of any lot or the owner of any vacant lot within the city to permit the obstruction of the public sidewalk.

(C) No person shall place or maintain or, having placed or maintained, shall suffer to remain on any part of any public street, including the sidewalk and the area between the lot line and the curb line, any alley or city right-of-way, any automobile, automobile chassis or body, trailer, wagon, machinery, stand, shed or other obstructions without first having complied with Section 113.10 of this Municipal Code. This section shall not apply to properly licensed automotive vehicles temporarily parked in on public streets. (Prior Code, § 6-1-41) (Ord. 464, passed 8-4-64; Am. Ord. 1764, passed 6-28-04) Penalty, see § 10.99

Section 3. That the City of Gering Code of Ordinances, Chapter 113, be amended to add Section 113.10, which section shall be read as follows:

§ 113.10 USE OF RIGHT-OF-WAY; TEMPORARY AND PERMANENT USE; PERMISSION REQUIRED; ENGINEERING DEPARTMENT RULES AND REGULATIONS; NUISANCE.

A) For purposes of this section the following definitions shall apply:

Permanent shall be considered any such land use of a long-term nature or unlimited duration, which requires construction that is not readily removable and which complies with all rules and regulations of the City Planning/Engineering Department.

Temporary shall be considered any such land use of a short-term nature or fixed duration, which does not require permanent construction is readily removable and which complies with all rules and regulations of the City Planning/Engineering Department.

B) It shall be unlawful for any person, firm or corporation to exercise a permanent land use of city right-of-way, or to place in or upon any right-of-way, street, alley, sidewalk or municipal parking lot of the city any permanent substance or thing obstructing or encroaching upon such right-of-way, street, alley or sidewalk, or to obstruct the same in any permanent manner whatsoever, without first obtaining permission from the City of Gering City Planning or Engineering Department to do so. An application for such permit, along with any fee required under this Code, shall be delivered to the City Planning/Engineering Department. A City Planning or Engineering Department Official will review the application as well as the rules and regulations governing the permanent use of any right-of-way, street, alley, sidewalk or municipal parking lot and, if it appears to the City Planning/Engineering Department Official that the proposed use complies with all rules and regulations, and that the public safety, convenience and welfare will not be adversely affected, the City Planning/Engineering Department Official may issue a permit to the applicant. The permit shall be valid for one calendar year, beginning on January 1st of each year and expiring on December 31st of each year. Any permit issued by the City Planning/Engineering Department Official shall be subject to the condition that the permit may be revoked at any time the Official finds that public safety, convenience and welfare would be enhanced by the revocation of such permit. If the City Planning/Engineering Department Official grants the application, the applicant shall be given a written permit signed by the City Planning/Engineering Department Official. Such permit shall state in writing that it may be revoked at any time the City Planning/Engineering Department Official finds that public safety, convenience and welfare will be enhanced by the revocation of the permit. If the Official has imposed conditions on the granting of the permit, such conditions shall be specified in the permit. Any permanent use of the City right-of-way or any permanent obstruction or encroachment upon any street, alley, sidewalk or municipal parking lot in the City without having obtained a permit as provided in this section or as otherwise provided in this Chapter shall be deemed a nuisance.

It shall be unlawful for any person, firm or corporation to exercise a temporary land use of City right-of-way, or to place in or upon any right-of-way, street, alley,

sidewalk or municipal parking lot of the City any temporary substance or thing obstructing or encroaching upon such right-of-way, street, alley or sidewalk, or to obstruct the same in any temporary manner whatsoever, without first complying with all applicable rules and regulations of the City Planning/Engineering Department. Any temporary land use of the city right-of-way or any temporary obstruction or encroachment upon any street, alley, sidewalk or municipal parking lot in the City without having first complied with all applicable rules and regulations of the City Planning/Engineering Department shall be deemed a nuisance.

Section 4. All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict, and should any part or Section of this Ordinance be declared void and unenforceable, such declaration shall not render any other part void and unenforceable.

Section 5. This Ordinance shall take effect and be enforced from and after its passage, approval and publication in pamphlet form or as provided by law.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

Kent E. Ewing, Mayor

(Seal)

ATTEST:

City Clerk

**RULES AND REGULATIONS FOR
APPLICATIONS AND PERMITS FOR THE USE
OF RIGHT-OF-WAY IN THE CITY OF GERING**

These rules and regulations shall apply to all City owned lands and public rights-of- way, sidewalks, streets, alleys, and parking lots ("lands or right-of-way") located within the City of Gering ("City") and shall operation to allow certain uses of the lands and public rights- of-way of the City of Gering but only when located within commercial zoning districts ofthe City of Gering.

1. Definitions.

As used in these regulations, the following terms shall mean:

Sandwich board sign. Shall mean any portable sandwich board, hinged signed or other stand-alone sign intended for use upon any public sidewalks, alleys, streets or lands other right- of-way in the City.

Sidewalk. Shall mean any public sidewalk, right-of-way or land located within or directly abutting a City street, but shall not include any portion of a street, alley or public parking lot used for vehicular traffic and/or parking.

Store front. Shall mean a single tract of commercial property fronting upon a sidewalk. In the case of a corner property which contains more than one business establishment, one private usage will be allowed for each business.

2. Sidewalk Displays.

(A) The following types of sidewalk displays shall be allowed:

1. Park benches usable by the public of a historic style or such style as is compatible with the identity and theme of the area in which it is located.
2. Decorative plants and planters. Decorative plants and planters may not be used for advertising.

(B) Sidewalk displays shall comply with the following conditions:

1. The area of private display usage must be on the sidewalk, immediately adjacent to the store front and shall not block or impede access to or from doors, emergency exits or fire escapes.
2. Displays must allow a clear sidewalk width not less than five (5) feet for pedestrians between the sidewalk display and any other impediment near the curb side of the sidewalk.

3. Displays, whether in one or more parts, shall be limited to a total length of not greater than ten (10) feet and a total square footage of not greater than thirty (30) square feet, for any single store front.
4. No part of any display may exceed a total height of forty-eight (48) inches.

3. Sidewalk Sandwich Board Sign.

(A) The following types of sidewalk Sandwich board signs may be allowed within the City:

1. Sandwich board signs may be used, subject to design review and approval by the Department of the City.
2. No walking Sandwich board signs are allowed.

(B) Sandwich board signs shall comply with the following conditions:

1. Sandwich board signs may be displayed only during the open hours of the business to which the sign advertises.
2. The Sandwich board sign must be located within the three (3) foot width of sidewalk immediately adjacent to the store front of which the sign advertises and must allow a clear sidewalk width of not less than five (5) feet for pedestrians between the Sandwich board sign and any other impediment near the curb side of the sidewalk.
3. Sandwich board signs shall be limited to a maximum height of forty-eight (48) inches and a maximum width of thirty-six (36) inches in order to maintain visibility for pedestrians.
4. Only one Sandwich board sign is allowable per store front.

4. Sidewalk cafes

(A) The following types of sidewalk cafes may be allowed:

1. All sidewalk cafes shall function in conjunction with and adjacent to an operating restaurant or coffee shop and shall not exceed the width of the restaurant or coffee shop store front.
2. Sidewalk cafes may be bordered with removable bollards with connecting ropes or chains to define the perimeter; however, bollards, ropes, chains, tables, storage units, and any other equipment and furnishings must be removable and stored in a manner that will not impede pedestrians or their movement on the

sidewalk, as determined solely by an Official of the Department.

3. All sidewalk cafes shall have and maintain at all times, in full force and effect, all applicable health, food and drink permits and all licenses required by law.

(B) Sidewalk cafes shall comply with the following conditions:

1. Sidewalk cafes may occupy only the area of private usage on the sidewalk immediately adjacent to the store front to allow for safe pedestrian travel and as set forth by the City in the application for a permit.
2. The owner and/or operator of a sidewalk cafe is responsible for maintaining a clean sidewalk cafe area during business hours and at the close of each operating business day.
3. Sidewalk cafes must allow a clear sidewalk width of not less than five (5) feet for pedestrians between the perimeter of the sidewalk cafe area and any other impediment near the curb side of the sidewalk.
4. Sidewalk cafe and furniture must be removable, durable and attractive and maybe stored in the cafe area outside of operating hours if it is stored so that it does not impede pedestrians and does not appear unkept or become a nuisance.
5. Sidewalk cafes must file and maintain at all times during operation on sidewalks, proof of liability insurance with the Department in an amount of not less than one million (\$1,000,000) per person per occurrence.

(C) No sidewalk cafe may be operated or located on any sidewalk prior to issuance of a permit in conformity with the following:

1. The application for a permit must be filed with the Department, using a form provided by the Department.
2. The application shall be reviewed and approved by an Official of the Department, in conjunction with the Gering Fire Department and Gering Police Department.
3. Upon approval of the application and payment of applicable fees, as are established by the City, the permit shall be issued to the applicant. The fee shall not be subject to proration or refund irrespective of the date of issuance or surrender.
4. The permit issued pursuant to this subsection shall remain in full force and effect until 11:59 p.m. on December 31 following the date of issuance.

5. License Agreement for Permanent Fixtures

(A) In the event any person obtains a permit to occupy or obstruct any portion of any street, alley, sidewalk, easement, or other public right-of-way or lands owned by or under the control of the City, if that use will require placement of fixtures permanently attached to the lands or right-of-way, that person must, in addition to securing a right-of-way permit, agree to enter into a license agreement and pay a processing fee in accordance with the City's fee schedule, which fee shall not be refundable. The procedure for application and review of the request for a license agreement shall be as follows:

1. An applicant or their agent shall file an application and processing fee shall be paid to an Official of the Engineering Department on forms to be provided by the City.
2. An Official of the Engineering Department shall review the information provided on the application and shall distribute copies of said application to such departments and agencies within the City as may have an interest in or be affected by the proposed use set out in the application for review, and/or recommendations.
3. The application for license agreement shall be approved, unless a department or agency of the City finds that the proposed use and permanent fixtures violates any federal, state or local statute, regulation, ordinance, code, rule, regulation, or policy or impedes, impairs, diminishes the use of the lands or right-of-way of the City, the public or other person which has a lawful right to and/or occupy said lands or right-of-way.

(B) An Official of the City Planning/Engineering Department, upon receipt of comments and/or recommendations from the aforementioned departments and agencies may approve or disapprove, in whole or in part, an application for license agreement to place fixtures permanently on City lands or right-of-way. The Official of the City Planning/Engineering Department may specify such conditions and terms to be included in the requested license agreement as are necessary and prudent to protect the interest of the City, public, or any person which has a lawful right to use and/or occupy the lands or right-of-way. The Official shall inform the applicant or their agent in writing on any decision disapproving in whole or in part the application for license agreement, said decision to be sent to the address shown on the application.

(C) In the event an application submitted under (A) above is disapproved in whole or in part, the applicant, within fifteen (15) days of the date of the decision by the Official of the Department, may request that the application be placed on the agenda at a regular meeting of the City Council for review and final decision. The request for review shall be made in writing and filed with the Department, along with the appeal fee set out in the City's fee schedule.

(D) This shall not apply to personal property which is not affixed or attached to any real estate except movable buildings or structures.

(E) An owner of an underground sprinkling system encroaching into the public right-of-way on any improvement project that is to receive Federal Transportation funds shall obtain a license agreement subject to the requirements pursuant to these rules and regulations. A processing fee is not required for a license agreement for underground sprinkling systems encroaching into lands or public right-of-way so long as it is in connection with Federal Transportation funded projects.

(F) Any occupancy of lands or public right-of-way granted by the City under this section shall be at the pleasure of the City and shall be limited to the uses or occupancy set forth in these rules and regulations.

(G) All license agreements shall provide:

1. That such use or occupancy is at the licensee's sole risk;
2. The licensee shall waive any claim for damages against the City, its officials, employees, agents and contractors for any damage or injury that may result to the licensee's property within the area occupied pursuant to said license agreement;
3. The licensee shall indemnify and hold the City harmless from and against any and all loss or damage, and any and all claims, demands, suits, liabilities and payments and contract or tort, penal or otherwise, resulting from or in connection with the use or occupancy of lands and public right-of-way pursuant to said license agreement;
4. That such use or occupancy is at the pleasure of the City and may be revoked at any time;
5. Such other conditions as the City deems necessary to protect the interests of the City and the general public's use of the public right-of-way.

6. Suspension or termination of permit.

(A) Any City Planning/Engineering Department Official may suspend or terminate the permit of any permit holder found to be in violation of any provision of the Gering Municipal Code or these Rules and Regulations with respect to the permit holder's use and/or occupancy of any part of the rights-of-way, sidewalks, streets, alleys or parking lots within the City.

(B) The City Planning/Engineering Department Official shall deliver a notice of suspension or termination of permit to the permit holder which states the basis for and evidence underlying the termination or suspension.

(C) Any City Planning/Engineering Department Official may suspend the permit of any permit

holder for not less than one (1) day nor more than seven (7) days for violations. Upon termination of a permit, the permit holder may not reapply for a new permit until after December 31 following the date of issuance of the revoked permit.

(D) Any permit holder aggrieved by suspension or termination of said permit may request a hearing before the City Council at its next regularly scheduled meeting; provided, said request is filed in writing with the Department not less than four (4) business days prior to said meeting.

1. The hearing shall be conducted informally. The permit holder and the City Planning/Engineering Department Official may present oral or written statements of evidence supporting or opposing the suspension or termination of the permit to the City Council. Presentations by each participant shall be limited to a total time of thirty (30) minutes or less.
2. Upon conclusion of the hearing, the City Council may reverse, modify or affirm the decision of the City Planning/Engineering Department Official. Written notice of the determination of the City Council shall be given to the permit holder either personally or sent by United States Mail to the address listed on the permit application.

LICENSE AGREEMENT

This License Agreement ("Agreement") is made by and between the City of Gering, Nebraska, a Municipal Corporation, hereinafter referred to as "Licensor", and _____, hereinafter referred to as "Licensee".

1. Purpose. The purpose of this Agreement is to set forth the terms and conditions under which the Licensee may construct, maintain, repair, and utilize the following described improvement which will infringe upon real estate owned by the Licensor:

To install a sidewalk cafe enclosed with a three-foot tall wrought iron railing system. Licensee must maintain five feet of access for pedestrian walkway from any obstruction, such as posts, tree grades, or flange plates. An 8' vertical clearance above the walkway must be maintained. This Agreement shall pertain to only the area in front of the property at _____.

2. Description of Real Estate. The Licensee owns the following described real estate adjacent to Licensor's real estate to which this Agreement shall apply:

3. Duties and Risks. It is understood and agreed that the Licensee may construct, maintain, repair, and utilize the above-described improvement at the Licensee's sole risk. The Licensee hereby waives any claim for damages against the Licensor, its officers, employees, agents, and independent contractors, for any damage or injury that might result to said improvement. If the Licensor, in its sole discretion, determines that any part or all of the improvement must be removed or is damaged by the Licensor, its employees, agents or independent contractors working for Licensor during the course of their employment or duties with the Licensor, Licensee agrees to assume and pay all costs relating to the replacement or repair of the improvement. The Licensee indemnifies and holds the City harmless from and against all claims arising out of the use or occupancy allowed under this Agreement.

4. Existing Utilities. The Licensee is responsible for locating and coordinating original construction and future maintenance work on the described improvement. No excavation work will be permitted in the area of underground utility facilities until all such facilities have been located and identified to the satisfaction of all parties. The excavation must be done with care in order to avoid any possibility of damage to the utility facility. The Licensee shall be responsible for any and all damage.

5. Restoration of Property. If the construction or maintenance of the improvement identified in paragraph 1 above requires the excavation of earth, removal of hard surfacing, grass, vegetation, landscaping, or any other disruption of the service of the public right-of-way or neighboring property, the Licensee shall restore the surface of the area to the same condition as it existed immediately prior to the Licensee's work in the area.

6. Effective. This License Agreement shall take effect on the date it is executed by the Mayor of the City of Gering as dated below. It shall continue for an indefinite term or until such time as it is terminated as provided hereinafter.

7. Termination. This Agreement shall terminate upon one or more of the following occurrences:

- (a) The service of written notice of intention to terminate by Licensee and the removal of any improvements infringing upon the City's lands or right-of-way.
- (b) The Licensee's application for a permit to occupy right-of-way, has expired.
- (c) The Licensee's construction or installation of any structure and improvement of any nature upon the real estate owned by the Licensor except that described in paragraph 1 above, or the Licensee's failure to apply for and obtain a permit to alter or make improvement to its property.
- (d) The City may revoke this Agreement at any time.
- (e) Upon the termination of this Agreement, the Licensee shall be required, and hereby agrees, to remove any improvements or fixtures from the Licensor's real estate at its own expense and without cost to the Licensor. Said removal shall occur no later than thirty (30) days after receipt of the notice of intention to terminate or of any occurrences set forth in this paragraph. Should the Licensee fail to do so, the Licensor may remove or cause the removal of any improvements or fixtures from the Licensor's real estate and the Licensee agrees to reimburse the Licensor for all of its costs.

8. Assigns. This Agreement shall be binding upon the parties hereto, their successors and assigns.

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties notwithstanding any oral or written agreements to the contrary. This License Agreement shall be amended only in writing and executed by all parties.

10. Law. This Agreement shall be construed in accordance with the laws of the State of Nebraska and the City of Gering, Nebraska.

[Signature Page to Follow]

Dated: _____

CITY OF GERING, a
Municipal Corporation, Licensor,

Attest:

By _____
Mayor

City Clerk

Licensee

State of Nebraska, Scotts Bluff County:

This License Agreement was acknowledged before me on the _____ day of _____,
20__ by _____, Mayor of the City of Gering, Nebraska, Licensor.

Notary Public

State of Nebraska, Scotts Bluff County:

This License Agreement was acknowledged before me on the _____ day of _____,
20__ by _____, Licensee.

Notary Public

ORDINANCE NO. 2125

AN ORDINANCE AUTHORIZING AND DIRECTING EXECUTION OF THE GREEN ENERGY PROGRAM SUBSCRIPTION CONFIRMATION BY THE CITY/VILLAGE/TOWN OF Gering, NE, WITH THE MUNICIPAL ENERGY AGENCY OF NEBRASKA; TO PRESCRIBE THE TIME WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OR CHAIRPERSON AND BOARD OF TRUSTEES OF THE CITY/VILLAGE/TOWN OF Gering, NE:

Section 1. The Gering City Council [Insert: City Council/Village Board of Trustees/Town Board of Trustees] hereby finds and declares it to be in the public interest and in the interest of the customers of the City of Gering's [Insert: City's/Village's/Town's] electric utility that the City/Village/Town adopt and execute the Green Energy Program Subscription Confirmation with the Municipal Energy Agency of Nebraska.

Section 2. It is hereby ordered and directed that the City/Village/Town of Gering, NE, acting through its Mayor and City Clerk or Chairperson and Board of Trustees, execute the Green Energy Program Subscription Confirmation, a copy of the Subscription Confirmation being attached hereto and made a part hereof.

Section 3. The City/Village/Town of Gering, NE, does hereby adopt and approve each of the objectives, terms and conditions set forth in the Green Energy Program Subscription Confirmation.

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

Passed and approved on the ____ day of _____, 20____.

Mayor/Chairperson

ATTEST:

City/Village/Town Clerk

(S E A L)

MUNICIPAL ENERGY AGENCY OF NEBRASKA
GREEN ENERGY PROGRAM
SUBSCRIPTION CONFIRMATION

The Participant hereby agrees to participate in the Green Energy Program of the Municipal Energy Agency of Nebraska (MEAN) under the following terms and conditions:

Annual Allocation

Annual Total kWh per Fiscal Year
7,458,000

Effective Date

Participant's Subscription shall be effective on the later of the first day of the month following execution of this Subscription Confirmation by MEAN and the Participant, or the following date: April 1, 2023.

Additional Terms

This Subscription Confirmation is being provided pursuant to and in accordance with the Program Rules, and is subject to the terms and provisions of the Program Rules (including without limitation the limitation of liability and indemnification provisions in the MEAN Green Energy Program Terms and Conditions, and the governing law and venue provisions in the MEAN General Terms and Conditions of Service), which are subject to change from time to time upon action by the MEAN Board of Directors. This Subscription Confirmation shall supersede, terminate and replace, effective as of April 1, 2023, that certain Amended and Restated Supplemental Agreement for Wind-Generated Energy Purchase executed as of February 23, 2011 between MEAN and Participant.

Capitalized terms used in this Subscription Confirmation shall have the meaning ascribed to them in the MEAN Green Energy Program Terms and Conditions.

**MUNICIPAL ENERGY AGENCY
OF NEBRASKA**

**PARTICIPANT: CITY OF GERING,
NEBRASKA**

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: Kent E. Ewing
Title: Mayor
Date: March 13, 2023



NMPP MEAN NPGA ACE

Memorandum

TO: MEAN participants purchasing from MEAN Wind Resource Pool and Landfill Gas Energy Environmental Attributes Pool

FROM: Brad Hans, Director of Wholesale Electric Operations

DATE: January 31, 2023

SUBJECT: Official Notice Regarding Green Energy Program; Termination of Agreements Regarding Wind-Generated Energy Purchase and Landfill Gas Energy Environmental Attributes Purchase

The Municipal Energy Agency of Nebraska (MEAN) is announcing its new Green Energy Program to be effective April 1, 2023. As approved by the MEAN Board of Directors on January 19, 2023, the Green Energy Program will replace the existing MEAN renewable energy and attributes pools.

Your community, as a current purchaser of renewable energy or environmental attributes from MEAN, has an advance opportunity to subscribe to the new Green Energy Program effective April 1, 2023 at the same contracted level as your current participation in the MEAN renewable pools. Participation is subject to the Program Rules, a copy of which is attached to the Schedule of Rates and Charges for Service Schedules M and K/K-1 mailed to your community on January 24, 2023 and is posted on the Member Portal at www.nmppenergy.org.

Action requested by March 31, 2023: Your community can request to enroll in the MEAN Green Energy Program by completing the enclosed Subscription Confirmation and returning it to MEAN by March 31, 2023 along with the required documentation shown on the enclosed Checklist. There is currently more interest in the Green Energy Program than available energy, as a result, if you do not subscribe or subscribe at an amount lower than what is noted on the enclosed Subscription Confirmation (which is based on your community's current contracted participation in MEAN's existing renewable pools), it is likely that you will not be able to enter the Program until additional qualifying resources are added.

Enclosed for reference is a statement showing your community's FY21-22 level of contracted wind and landfill gas energy environmental attributes as a percentage of your energy needs supplied by MEAN and Western Area Power Administration.

Please contact Carol Brehm at (402) 473-8211 if you have questions about the Green Energy Program or if your community is interested in a reduced level of participation from the level stated on the enclosed Subscription Confirmation, or if you do not intend to enroll in the Program.

This memorandum serves as an official notice of termination effective March 31, 2023, of your community's Wind-Generated Energy Purchase Agreement(s) and/or Landfill Gas Energy Environmental Attributes Purchase Agreement with MEAN. This notice is provided pursuant to the provision in your agreement stating MEAN may terminate the agreement upon thirty days prior notice in the event a resource in the MEAN Wind Pool (or Environmental Attributes pool, as applicable) ceases

commercial operation. The MEAN Wind Project at Kimball ceased commercial operation and contributed to the need for MEAN to eliminate the renewable pools and initiate the Green Energy Program.

Enclosures:

- Subscription Confirmation
- Checklist of required documentation including a sample Ordinance
- Participant's FY21-22 contracted renewables as a percentage of energy provided by MEAN and WAPA