

City of Scottsbluff, Nebraska

Monday, June 15, 2015

Regular Meeting

Item Public Inp1

Council to consider and take action on the Western Nebraska Economic Development Inter-Local agreement and membership fee.

Staff Contact: Nathan Johnson, Assistant City Manager

Western NE Economic Development (WNED) Regular Meeting

Date: Thursday, May 28, 2015

Location: Gering Civic Center

Attendance: Larry Gibbs – City of Gering, Jack Berg – City of Bridgeport, Michelle Coolidge – City of Bayard, Shawn Hopkins – City of Mitchell, Christy Warner – City of Kimball, Liz Hilyard – City of Scottsbluff, Mark Masterton – Scotts Bluff County, Tony Schuler – Village of Morrill, Jerry Green – Village of Terrytown

Ex-Officio Attendance: Karen Anderson – Scottsbluff/Gering Chamber, Daniel Bennett - PADD

Absent: Lyman, Minatare, McGrew, Henry, Melbeta

Interlocal Agreement – there was a short discussion of the proposed Interlocal Agreement that was drafted at the May 11, 2015 meeting. All members in attendance had received the agreement sent out via Rick Kuckkahn. There were no changes noted. Gibbs made a motion to approve the proposed Interlocal Agreement as drafted, “YEAS” Gibbs, Berg, Coolidge, Hopkins, Warner, Hilyard, Masterton, Schuler, Green, “NAYS” None.

All members were asked to deliver the Interlocal Agreement to their respective councils and boards for approval at their next regularly scheduled meeting.

Membership Fee – open discussion regarding the fee structure for entities to be able to participate in the Interlocal Group. It was decided by the group to set a fee of \$50 per member entity to have a seat at the table. This fee will be assessed on an annual basis. The fee amount will also be reviewed by the group annually to determine if any adjustments in amount need to be made. A motion to approve the \$50 fee for each member entity was made, “YEAS” Gibbs, Berg, Coolidge, Hopkins, Warner, Hilyard, Masterton, Schuler, Green, “NAYS” None.

All members were asked to convey to their respective councils and boards the amount of the membership fee and request that the amount be paid by July 1, 2015 at their next regularly scheduled meeting.

Funding for Projects – Masterton and Hilyard discussed creating or using a fiduciary fund held by Scotts Bluff County where monies could be allocated/deposited for future regional economic development projects. It was noted that there would be different sources of funding but that this would be a central location where the funds could be held. The County would have no access to the funds but act as a fiduciary of the fund. The group discussed that at this time there is no way we can determine amounts of funding or the sources but the group would like to set up the fund so that it is ready once we have a list of projects and have prioritized those projects.

Masterton stated he would work with his financial director at the County on getting the fund created and for the time being we can deposit the membership fees into this fund. Masterton will notify the

members what the name of the fund is at the County so that checks can be printed for membership fees.

Economic Development Wish List – in addition to asking respective boards and councils for approval of the Interlocal Agreement and membership fee, the group was asked to obtain a “wish list” from each of their respective council and board members. Each group member was asked to compile those lists of items their council and board members would like to see on our list of projects and forward those on to Daniel Bennett at PADD. Daniel will compile and organize all the projects and send them out to the group for review and discussion at a subsequent meeting. Daniel Bennett, danielb@nepadd.com.

Group Name – after some discussion about possible options, the name Western Nebraska Economic Development (WNED) was proposed for the group. A motion to approve the new name was made, “YEAS” Gibbs, Berg, Coolidge, Hopkins, Warner, Hilyard, Masterton, Schuler, Green, “NAYS” None.

Additional Participants – a discussion was held about reaching out to additional entities to participate in the group. It was decided that at this point we would like to be inclusive instead of exclusive. We will reach out to other area municipalities and counties within the panhandle to keep them informed of our activities. If they chose to participate we would allow them to join our group or they can perhaps join at a later date but we wish to keep the lines of communication open with as many entities in the panhandle as we can. We will at a minimum keep them updated on our meetings by including them in any emails, press coverage etc. Jack Berg (Bridgeport) will reach out to a Morrill County Commissioner, Christy Warner (Kimball) will reach out to a Kimball County Commissioner. Other cities that need to be contacted are Potter, Dix, Sidney, Bushnell, Chadron, Alliance. If any participants have contacts within these entities or would be willing to reach out to them please let Liz Hilyard know.

Future Meetings – it was determined by the group that we will meet on the third Thursday of each month at 6:00 pm unless noted otherwise. We will move our meetings to the Commissioners room at Scotts Bluff County.

Next meeting will be held at 6:00 pm on Thursday, June 18, 2015. If an elected member cannot attend the meeting, please send an alternate council/board member or city/village employee in your place.

Respectfully submitted,

Liz Hilyard

**INTERLOCAL COOPERATION AGREEMENT
FOR ECONOMIC DEVELOPMENT PURPOSES**

This Interlocal Cooperation Agreement for Economic Development Purposes (“Agreement”) is made and entered into on this ____ day of _____, 2015, by and between the following parties:

Scotts Bluff County, Nebraska, a political subdivision of the State of Nebraska;
City of Scottsbluff, Nebraska, a municipal corporation;
City of Gering, Nebraska, a municipal corporation;
City of Terrytown, Nebraska, a municipal corporation;
City of Minatare, Nebraska, a municipal corporation;
City of Mitchell, Nebraska, a municipal corporation;
City of Bridgeport, Nebraska, a municipal corporation;
City of Bayard, Nebraska, a municipal corporation;
Village of Morrill, Nebraska, a municipal corporation;
Village of Lyman, Nebraska, a municipal corporation;
Village of Henry, Nebraska, a municipal corporation;
Village of McGrew, Nebraska, a municipal corporation;
Village of Melbeta, Nebraska, a municipal corporation; and
City of Kimball, Nebraska, a municipal corporation.

WHEREAS, the political subdivisions and municipal corporations named above (the “parties”) are desirous of entering into an agreement pursuant to the Nebraska Inter-local Cooperation Act, found at Neb. Rev. Stat. §13-801 et seq., as the same may from time to time be amended, for the purpose of carrying out the recommendations set forth in the Regional Economic Strategic Plan (the “Plan”) in a cost effective and efficient manner; and

WHEREAS, the City of Scottsbluff, Nebraska had commissioned Thomas P. Miller and Associates to complete the Plan for a comprehensive view of these issues to focus on in the Scotts Bluff County regional area and then develop a strategic plan; and

WHEREAS, Thomas P. Miller and Associates has issued the Plan for the communities in the region and has issued recommendations for working jointly with regional municipal entities to realize success in regard to the Plan.

NOW, THEREFORE, in consideration of the foregoing recitals, and the terms and conditions set forth in this Agreement, the parties agree as follows:

1. **TERM.** The Term of this Agreement shall continue unless terminated as hereinafter provided.
2. **PURPOSE.** The purpose of this Agreement is to provide cooperative funding and

effort to realize economic development success through cooperative efforts of the political subdivisions involved and to jointly use the resources available for all municipalities to attract industry, commercial ventures, and potential employers to the region.

The primary responsibilities should be:

- Guide and facilitate the implementation of the regional plan (including leveraging funding sources);
- Guidance, direction and coordination of regional economic development structure and organization (including new and existing organization roles, responsibilities, etc.);
- Developing and prioritizing a list of capital improvement and other economic development-related projects in the region, and
- Advocating for state/federal investment in the region.

3. ASSETS ACQUIRED. There will be no assets or property acquired pursuant to this Agreement. However, if the Committee, as defined later in this Agreement, recommends and the administrator, as defined later in this Agreement, decide to make an exception to the provisions prior to the acquisition of assets or property funded by assessments of the parties, then those assets and property shall be disposed of by the parties in proportion to the initial financial contribution by each party in the acquisition. Any property or other assets acquired pursuant to this Agreement from funds other than those assessed for the parties will be held and disposed of in the same manner.
4. MANAGEMENT/COMMITTEE. This joint effort shall be administered by a joint committee. The committee shall be known as the “Regional Economic Development Committee” (“Committee”). The governing bodies of Scotts Bluff County, City of Scottsbluff, City of Gering, City of Terrytown, City of Mitchell, City of Minatare, City of Bridgeport, City of Bayard, Village of Morrill, Village of Lyman, Village of Henry, Village of McGrew, and the Village of Melbeta may appoint one representative as a member of the Committee. Each representative shall be entitled to one vote on all matters presented before the committee. The representatives on the Committee shall be appointed to one term by their respective governing body. Any representative may be reappointed by the appointing body for additional terms. Representatives shall serve without compensation.

The Committee shall elect a chairperson and a vice-chairperson from among its representatives. The vice-chairperson shall act in the absence of the chairperson. The Committee shall meet at such time and place as specified by call of the chairperson or any four representatives. At least one meeting shall be held quarterly. A majority of appointed representatives shall constitute a quorum to conduct business at any meeting.

5. COMMITTEE DUTIES. The Committee shall be responsible for adopting and maintaining by-laws and procedures (including, but not limited to the expenditures of money in regard to economic development projects including the funding of economic development organizations such as Twin Cities Development, the respective Chambers of Commerce in each participant party's jurisdiction, Panhandle Area Development District, and other economic development projects that will benefit the region)..
6. ADMINISTRATOR. The administrator of this Agreement shall be selected by the Committee. The duties and responsibility of the administrator shall include; direction and management of the day-to-day operations of the Committee, , attending meetings of the Committee and give them an opinion on any matters submitted to him/her either orally or in writing as may be required; accounting for all funds received and dispersed by the Committee, preparing an annual budget for submission to the Committee and performing such other duties as may be required by the Committee.
7. EMPLOYEES. It is contemplated that neither the Committee nor the administrator will hire any employees to administer this Agreement.
8. FISCAL YEAR. The committee shall adopt a fiscal year budget commencing October 1, and terminating on September 30 of each succeeding year.
9. CLAIMS. All claims and expenditure of funds through the Committee shall be processed by the Administrator subject to the approval of the Committee as all claims are presently processed and approved or denied, or as the processing may be amended.
10. FINANCIAL PARTICIPATION. To provide adequate financial support for the economic development activities of the Committee, each participant will annually contribute monies to the Committee. The amount will be determined by the Committee based on scale to be determined on a biennial basis. Each participant's financial obligation will be due October 1st of each year unless otherwise agreed. If a participant unreasonably objects to their contribution share or fails to budget and contribute monies to the Committee, then that action will automatically terminate this Agreement as to that participant and any payments made toward the economic development activities of the committee shall be forfeited.
11. TERMINATION. Any participant may terminate their participation in this Agreement as of September 30th of any year provided, however, written notice of such termination must be delivered to the other parties not less than one hundred eighty (180) days prior to the first day of October of that year. This procedure shall be in addition to all remedies available by law to all participants in the Committee. If any participant terminates its participation in the Committee, the Committee will not render any aid in regard to any economic development

activities for that participant. A vote of the Committee is required for reinstatement of a terminated member or waiver of fees or alternate payment options.

- 12. INTERLOCAL COOPERATION ACT. Pursuant to the provisions of the Nebraska Inter-local Cooperation Act, and to the extent not specified in this Agreement, the parties further state as follows:

No separate legal or administrative entity will be created pursuant to this Agreement. Existing agents of their respective parties will complete the terms of this Agreement.

The obligations of this Agreement will be financed as may be provided for by law by each of the respective parties.

Termination of this Agreement shall properly occur as provided herein.

The parties acknowledge, stipulate and agree that this Agreement shall not relieve any public agency of any obligation or responsibility imposed upon it by law.

- 13. SEVERABILITY. If any of the provisions of this Agreement, or the application thereof, to any person, entity or circumstances, are held to be invalid, such invalidity shall not affect other provisions of or applications of this Agreement which can be given affect without the invalid provision or applications, and to this provision of this Agreement are declared to be severable.

- 14. NOTICE. All notices required or permitted under this agreement shall be in writing and shall be deemed given when mailed by certified mail, return receipt requested, to the parties at their address as follows:

IN WITNESS WHEREOF, the parties have hereunto set their official hands and seals, effective this ____ day of _____, 2015.

CITY OF SCOTTSBLUFF,

CITY OF TERRYTOWN,

By _____
Mayor

By _____
Mayor

Attest:

Attest:

City Clerk (Seal)

City Clerk (Seal)

CITY OF GERING,

CITY OF MINATARE,

By _____
Mayor

By _____
Mayor

Attest:

Attest:

City Clerk (Seal)

City Clerk (Seal)

CITY OF MITCHELL,

VILLAGE OF MORRILL,

By _____
Mayor

BY _____
Mayor

Attest:

Attest:

City Clerk (Seal)

Village Clerk (Seal)

VILLAGE OF LYMAN,

VILLAGE OF HENRY,

By _____
Mayor

By _____
Mayor

Attest:

Attest:

City Clerk (Seal)

City Clerk (Seal)

VILLAGE OF McGREW,

By _____
Mayor

Attest:

City Clerk (Seal)

VILLAGE OF MELBETA,

By _____
Mayor

Attest:

City Clerk (Seal)

CITY OF BRIDGEPORT,

By _____
Mayor

Attest:

City Clerk (Seal)

CITY OF BAYARD,

BY _____
Mayor

Attest:

Village Clerk (Seal)

CITY OF KIMBALL

By _____
Mayor

Attest:

City Clerk (Seal)

COUNTY OF SCOTTS BLUFF

By _____
Chairperson of the Board of Commissioners

County Clerk (Seal)