

**CITY OF SCOTTSBLUFF**  
**City of Scottsbluff City Council Chambers**  
**2525 Circle Drive, Scottsbluff, NE 69361**  
**CITY COUNCIL AGENDA**

**Regular Meeting**  
**September 21, 2015**  
**6:00 PM**

1. Roll Call
2. Pledge of Allegiance.
3. **For public information, a copy of the Nebraska Open Meetings Act is available for review.**
4. Notice of changes in the agenda by the city clerk (Additions may not be made to this agenda less than 24 hours before the beginning of the meeting unless added under Item 5 of this agenda.)
5. Citizens with business not scheduled on the agenda (As required by state law, no matter may be considered under this item unless council determines that the matter requires emergency action.)
6. Consent Calendar (Items in the consent calendar are proposed for adoption by one action for all items unless any member of the council requests that an item be considered separately.):
  - a) Approve the minutes of the September 8, 2015 Regular Meeting.
  - b) Council to approve City Manager appointments to various boards and commissions.
  - c) Council to consider a Community Festival Permit for Western Trail Sports for a Fall Hunting Promotion on September 26, 2015, 10:00 a.m. to 2:00 p.m., sidewalk surrounding 1802 Broadway.
  - d) Council to acknowledge a liability claim received from Maria Arellano which has been forwarded to the city's insurance carrier.
7. Claims:
  - a) Regular Claims
8. Bids & Awards:
  - a) Council to consider rejecting a bid received for the Sanitary Sewer Main & Siphon Project due to funding resources and limited bid proposals.
  - b) Council to consider awarding the bid to Nebraska Machinery for a front wheel loader for Environmental Services in the amount of \$142,500 as the best and lowest bid.
9. Reports from Staff, Boards & Commissions:
  - a) Council to receive an update on the revised Library policies.

- b) Council discussion regarding offer from American Tower to purchase tower site at 23 Club and give instructions to staff.
  - c) Council directions and instructions to staff regarding proposed improvements to Cleveland Field.
  - d) Council to consider playground proposals and funding source for Frank Park playground equipment.
  - e) Council to receive an update on the Comprehensive Plan.
  - f) Council to authorize Mayor to sign letters to agencies who are receiving City financial support, requesting quarterly reports.
  - g) Council instructions and directions to staff regarding the method of appointing members to the Community Redevelopment Authority (CRA).
10. Resolution & Ordinances:
- a) Council to consider an Ordinance relating to confidentiality of information provided for economic development purposes (third reading).
  - b) Council to consider an Ordinance regulating Commercial Vehicles used during the bean harvest.
11. Executive Session
- a) Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda.
12. Public Comments: The purpose of this agenda item is to allow for public comment of items for potential discussion at a future Council Meeting. Comments brought to the Council are for information only. The Council will not take any action on the item except for referring it to staff to address or placement on a future Council Agenda. This comment period will be limited to three (3) minutes per person
13. Council reports (informational only):
14. Scottsbluff Youth Council Representative report (informational only):
15. Adjournment.

**City of Scottsbluff, Nebraska**  
**Monday, September 21, 2015**  
**Regular Meeting**

**Item Consent1**

**Approve the minutes of the September 8, 2015 Regular Meeting.**

Staff Contact: Cindy Dickinson, City Clerk

The Scottsbluff City Council met in a regular meeting on Tuesday, September 8, 2015 at 6:00 p.m. in the Council Chambers of City Hall, 2525 Circle Drive, Scottsbluff. A notice of the meeting had been published on September 4, 2015, in the Star Herald, a newspaper published and of general circulation in the city. The notice stated the date, hour and place of the meeting, that the meeting would be open to the public, that anyone with a disability desiring reasonable accommodations to attend the Council meeting should contact the City Clerk's Office, and that an agenda of the meeting kept continuously current was available for public inspection at the office of the city clerk in city hall; provided, the city council could modify the agenda at the meeting if it determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been delivered to each council member, made available to radio stations KNEB, KMOR, KOAQ, and television stations KSTF and KDUH, and the Star Herald. The notice was also available on the city's website on September 4, 2015. An agenda kept continuously current was available for public inspection at the office of the City Clerk at all times from publication of the notice to the time of the meeting.

Mayor Randy Meininger presided and City Clerk Dickinson recorded the proceedings. The Pledge of Allegiance was recited. Mayor Meininger welcomed everyone in attendance and encouraged all citizens to participate in the council meeting asking those wishing to speak to come to the microphone and state their name and address for the record. Mayor Meininger informed those in attendance that a copy of the Nebraska open meetings act is posted in the back of the room on the west wall for the public's review. The following Council Members were present: Jordan Colwell, Randy Meininger, Raymond Gonzales, Scott Shaver and Liz Hilyard. Absent: None.

Mayor Meininger asked if there were any changes to the agenda. City Clerk Dickinson informed the Council of the following changes: Item 8a, clarification regarding the Housing Study RFP which will be received by October 9, 2015, not October 1, 2015; and Item 10a, Library Policy review is pulled from the agenda. Moved by Council Member Shaver, seconded by Council Member Hilyard, "to approve the changes to the agenda," "YEAS", Gonzales, Colwell, Meininger, Shaver, and Hilyard. "NAYS" None. Absent: None.

Mayor Meininger asked if any citizens with business not scheduled on the agenda wished to include an item providing the City Council determines the item requires emergency action. There were none. Moved by Council Member Shaver, seconded by Council Member Hilyard that,

1. "Council acknowledge the property damage claim from Clarence Gealy in the amount of \$84,160 which has been referred to the City's Insurance carrier,"
2. "Council acknowledge the liability claim from Isidro Mendez Chavez which has been referred to the City's Insurance carrier, "YEAS", Gonzales, Colwell, Meininger, Shaver, and Hilyard. "NAYS" None. Absent: None.

Moved by Mayor Meininger, seconded by Council Member Shaver, "to approve the minutes from the August 17, 2015 regular meeting with changes," "YEAS", Gonzales, Colwell, Meininger, Shaver, and Hilyard. "NAYS" None. Absent: None.

Moved by Mayor Meininger, seconded by Council Member Gonzales "that the following claims be and hereby are approved and should be paid as provided by law out of the respective funds designated in the list of claims dated September 8, 2015, as on file with the City Clerk and submitted to the City Council," "YEAS", Gonzales, Colwell, Meininger, Shaver, and Hilyard. "NAYS" None. Absent: None.

#### CLAIMS

3M COMPANY,PAVEMENT MARKING TAPE,4066.8; 11 CUSTOM, LLC,CIP-PO INS,1071; ACTION COMMUNICATIONS INC.,PORTABLE RADIO REPAIRS,75; AE SERVICES, LLC,RELOCATE METER TO WELL HOUSE FOR 27TH & 2ND AVE.,2001.31; AIRGAS USA, LLC,DEPT SUPPLIES,117.5; ALLO COMMUNICATIONS,LLC,LOCAL TELEPHONE CHARGES,4850.24; AMAZON.COM HEADQUARTERS, DVD,14.96; ANTHONY J MURPHY,NFPA CLASS FEE,440; ANTHONY KOERNER, TUITION REIMBURSEMENT, 444; AULICK LEASING CORP,GRD MTC,875.27; AUTOZONE STORES, INC,EQUIPMENT REPAIRS,25.87; B & H INVESTMENTS, INC,DEPT SUPPLIES,207.5; BLUFFS SANITARY

SUPPLY INC.,DEPT SUPPL,412.5; BRUCE ROLLS,DIVE CLASS FEE,375; BRUNZ, BRANDI,SCHOOLS & CONF,384; CAPITAL BUSINESS SYSTEMS INC.,EQUIP MAINT,125.13; CARR- TRUMBULL LUMBER CO, INC.,FAN FOR SHOP,83.74; CELLCO PARTNERSHIP,CELL PHONES,1153.87; CHRIS REYES,DEPT SUPPL,180; CITIBANK N.A.,OFFICE SUPP - CARTRIDGES,458.8; CITY OF GERING, GRD MTC,96.7; CITY OF SCB,ADM PETTY CASH,28.88; COLONIAL LIFE & ACCIDENT INSURANCE COMPANY,COLONIAL LIFE,48.7; COMPUTER CONNECTION INC,MIS DEPT. SUPPLIES,2913.25; CONTRACTORS MATERIALS INC.,SUPP - ADA PANELS,609.18; CREDIT MANAGEMENT SERVICES INC.,MANAGEMENT SERV,222.16; CRESCENT ELECT. SUPPLY COMP INC,WIRE FOR 27TH TRAFFIC SIGNAL,61.81; CYNTHIA GREEN,DEPT SUPPLIES,60.01; DALE'S TIRE & RETREADING, INC.,VEHICLE MTNC,2769.24; DANKO EMERGENCY EQUIPMENT COMPANY,20 STREAM LIGHTS,1646.27; DUANE E. WOHLERS,DISPOSAL FEES,1600; ELLIOTT EQUIPMENT COMPANY INC.,VEHICLE MTNC,1875.98; ENERGY LABORATORIES, INC,CONTRACTUAL SVC,7421; ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC,GIS SCHL & CNFRNC,2140; EXCAL VISUAL, LLP,DEPT SUP,459.75; FAT BOYS TIRE AND AUTO,VEH MAINT,646; FEDERAL EXPRESS CORPORATION,POSTAGE,269.44; FELSBURG HOLT & ULLEVIG, INC,CONTRACTUAL SVC,586.75; FLOYD'S TRUCK CENTER, INC,VEHICLE MTNC,7047.83; FUN EXPRESS, LLC,SPC EVT,1428.76; GENERAL ELECTRIC CAPITAL CORPORATION,FOUR CAR SEATS,586.09; GENERAL TRAFFIC CONTROLS, INC,VIDEO TRAK FOR 31ST & AVE. I,10479.44; GRAPHIC SCREEN PRINTING INC,UNIFORMS,396; H D SUPPLY WATERWORKS LTD,METERS,7385; HAWKINS, INC.,CHEMICALS,5198.45; HEILBRUN'S INC.,POWERLUBER FOR CENTRAL GARAGE, 2047.94; HELENA CHEMICAL COMPANY,SUPPLIES,1431.33; HOA SOLUTIONS, INC,EQUIP MAINT,2727.68; HONEY WAGON EXPRESS,CON SRV,155; HULLINGER GLASS & LOCKS INC.,DEP SUP,15.5; HYDRONIC WATER MANAGEMENT,EQUIP MAIN,425; I C M A,MEMBERSHIP,934; ICMA RETIREMENT TRUST-457,ICMA,1325.14; IDEAL LAUNDRY AND CLEANERS, INC.,SUPP,392.52; INDEPENDENT PLUMBING AND HEATING, INC,EQP MTC,5355.84; INFINITY CONSTRUCTION, INC.,CONSTRUCTION WORK AT 27TH & 2ND TRAFFIC SIGNAL,64182.17; INGRAM LIBRARY SERVICES INC,BKS, 137.69; INTERNAL REVENUE SERVICE, WITHHOLDINGS, 61776.88; INTERNATIONAL ASSOCIATION OF ELECTRICAL INSPECTORS,DEPT BOOKS,69.36; INTERNATIONAL PUBLIC MANAGEMENT ASSOCIATION-HR,CIVIL SERVICE FIRE EXAMS,487; INT'L INST OF MUNC CLKS,MEMBERSHIP,155; INTRALINKS, INC,DEPT.SUPPLIES,2847.38; INVENTIVE WIRELESS OF NE, LLC,DEP SUP,109.9; J G ELLIOTT CO.INC.,BOND & NOTARY FEES,1860; JEROLD E. HIGEL,TRAFFIC SIGNAL INSTALLATION WORK AT 27TH & 2ND,11528.23; JOHN DEERE FINANCIAL,WEED SPRAY,460.01; JOHN DEERE FINANCIAL,EQUIP MAINT,289.91; JOHN DEERE FINANCIAL,EQP MTC,1460.48; JOHN E. REID & ASSOCIATES, INC.,SCHOOLS & CONF,700; KRIZ-DAVIS COMPANY,WIRE, ETC. FOR 27TH & 2ND TRAFFIC SIGNAL,406.02; KUSTOM SIGNALS, INC,EQUIP MAINT,191.96; LEAGUE ASSOCIATION OF RISK MANAGEMENT,DEDUCTIBLE PYMT,2500; LEAGUE OF NEBRASKA MUNICIPALITIES, MEMBERSHIP DUES,30191; M.C. SCHAFF & ASSOCIATES, INC,ENG. SERVICES FOR ZOO ENTRANCE,15889.5; MADER, PERRY,SCH & CON,272; MAILFINANCE INC,LEASE,148.76; MATHESON TRI-GAS INC,DEP SUP,260.16; MED-TECH RESOURCE LLC, DEPARTMENT SUPPLIES, 51.12; MENARDS, INC,DEPARTMENT SUPPLIES,366.49; MIDLANDS NEWSPAPERS, INC,LEGAL PUBLISHING,2022.39; MIDWEST MOTOR SUPPLY CO INC,SUPP,1122.89; MIKE WARREN,HOSE & FITTINGS FOR CENTRAL GARAGE,265.09; MONUMENT CAR WASH INC,VEH MAINT,267.14; MOWER SHOP, THE,EQP MTC,96.97; MUNICIPAL PIPE TOOL CO, LLC,EQUIP MAINT,822.36; MUNIMETRIX SYSTEMS CORP,SOFTWARE SUPPORT,499; NATIONAL FIRE PROTECTION ASSOCIATION,ANNUAL NFPA MEMBERSHIP,165; NATIONAL TELEPHONE MESSAGE CORP,DEPT SUPPL,230; NE CHILD SUPPORT PAYMENT CENTER,NE CHILD SUPPORT PYBLE,2095.43; NE COLORADO CELLULAR, INC,CONTRACTUAL SVC,32.37; NE DEPT OF ENVIRONMENTAL QUALITY,SCHOOLS & CONF,150; NE DEPT OF REVENUE,SALES TAX,19563.63; NE PLANNING & ZONING,DEPT SCHL/CNFRNCS,70; NEBRASKA SAFETY & FIRE EQUIPEMENT INC.,INSPS,443; NEBRASKA INTERACTIVE, LLC,FEES,71; NEBRASKA MACHINERY CO,DIVE BUS REPAIRS,119.47; NEBRASKA PUBLIC POWER DISTRICT,ELECTRICITY,28519.67; NELSON ELECTRIC MOTOR SERVICE, INC,BUILDING MAINT,140.66; NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF,GRD MTC,16.23; ONE CALL CONCEPTS, INC,CONTRACTUAL,140.6; OREGON TRAIL PLUMBING, HEATING & COOLING INC,EQP MTC,1845; PAGE MY CELL LLC,ANNUAL PAGING FEE,600; PANHANDLE ENVIRONMENTAL SERVICES INC,SAMPLES,216; PANHANDLE HUMANE SOCIETY,CONTRACTUAL

SERVICES,4964.31; PAUL REED CONSTRUCTION & SUPPLY, INC,FINAL PAYMENT FOR ZOO ENTRANCE,104364.07; PELCO CORP,DEP SUP,450; PENNWELL CORPORATION,ONE YEAR SUBSCRIPTION,29; PLATTE VALLEY BANK,HSA,13829.66; PONY EXPRESS PONY RIDES AND PETTING ZOO, LLC,SPC EVT,1100; POSTMASTER,POSTAGE,1218.01; QUILL CORPORATION,DEPT SUPPL,365.73; REAMS SPRINKLER SUPPLY CO.,GRD MTC,681.95; REGION I OFFICE OF HUMAN DEVELOPMENT,CONTRACTUAL SERVICES,825; REGIONAL CARE INC,RCI,103302.03; REGIONAL WEST MEDICAL CENTER,CONSULTING,272; REGIONAL WEST PHYSICIANS CLINIC,CONSULTING,488; REICHERT JEWELERS,DEP SUP,77.5; RICHARD CELL,JET SKI BATTERY,114.25; RICHARD JOHNSON,CON SRV,850; RODNEY HORST,UNIFORMS & CLOTHING,125; ROOSEVELT PUBLIC POWER DISTRICT,ELECTRICITY,2036.76; S M E C,SMEC,238; SANDBERG IMPLEMENT, INC,EQP MTC,1297.93; SCB COUNTY TREASURER,ECON.DEV. INTER-LOCAL AGREEMENT,50; SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,210; SCHOOL-TECH, INC,DEPT SUPPL,116.77; SCOTTS BLUFF COUNTY ROADS DEPT,PAYMENT FOR 21ST AVE. OVERLAY,5142.04; SCOTTSBLUFF BODY & PAINT,INSURANCE,4939.19; SCOTTSBLUFF POLICE OFFICERS ASSOCIATION,POLICE EE DUES,624; SCOTTSBLUFF PUB SCHOOLS,HTG FUL,4264.66; SCOTTSBLUFF WINNELSON COMPANY,GRD MTC,76.93; SHERWIN WILLIAMS,PARTS FOR PAINT GUN - VALVE, COLLAR, KET,328.83; SIMON CONTRACTORS,CONCRETE,5862.5; SKILLPATH, CONFERENCE,979.13; SNELL SERVICES INC.,BLDG MAIN,1830; SOURCE GAS,MONTHLY ENERGY FUEL,789.99; STATE HEALTH LAB,SAMPLES,1419; STATE OF NE.,CONTRACTUAL,105; STATE OF NE.DEPT.OF LABOR,EQP MTC,326; STATE OF NEBR,MONTHLY LONG DISTANCE,144.97; STATE OF WYOMING,SCHOOLS & CONF,284; SUBWAY 6906,SUPPLIES-CSC EXAM,30; SWANK MOTION PICTURES INC,DEP SUP,401; SYMBOLARTS, LLC,UNIFORM BADGES AND NAME TAGS,501; TOMMY'S JOHNNYS INC,CON SRV,1305; TORRINGTON SOD FARMS,SOD FOR WATER TOWER,598; TOTAL FUNDS BY HASLER,PSTGE,500; TOYOTA MOTOR CREDIT CORPORATION,HIDTA CAR LEASE,383.99; TRANS IOWA EQUIPMENT LLC,DEPT SUP,6203.73; TRI-STATE SPRINKLER SYSTEMS, LLC,DEP SUP,4993.55; TYLER TECHNOLOGIES, INC,FEES,348; UNITED STATES WELDING, INC,WELDING SUPP - OXYGEN,98.3; UNIVERSITY OF LOUISVILLE,SCHOOLS & CONF,1195; US BANK,MAGNETIC LID LIFTER,4540.75; VAN DIEST SUPPLY COMPANY,MOSQUITO SPRAY,3407.5; WELLS FARGO BANK, N.A.,WELLS FARGO,29682.06; WESTERN COOPERATIVE COMPANY,DEP SUP,23; WESTERN COOPERATIVE COMPANY,GRD MTC,20.46; WESTERN COOPRTATIVE COMPANY,GRD MTC,106.5; WESTERN LIBRARY SYSTEM,EQUIP. MAIN.,29.75; WESTERN NEBRASKA HUMAN RESOURCE MANAGEMENT,MEMBERSHIP,30; WESTERN TRAVEL TERMINAL, LLC,VEH MAINT,57; WYOMING FIRST AID & SAFETY SUPPLY, LLC,DEPT SUP,57.74; ZM LUMBER INC,EQP MTC,209.99; REFUNDS: WILBUR WEITZEL, 34.89; PAM CEARN 3.19; JIM AUSTIN 13.34; JOEY LEACH 12.21; STEVE SCHNELL 4.49.

City Manager Kuckkahn explained that the following warrants are to pay for projects at Five Oaks and the Reganis Development.

Moved by Council Member Gonzales, seconded by Council Member Hilyard, "to approve the request for payment of claim by warrant for Paving District #311, Five Oaks Street Improvements, and approve Resolution No. 15-09-01," "YEAS", Gonzales, Colwell, Meininger, Shaver, and Hilyard. "NAYS" None. Absent: None.

#### RESOLUTION NO. 15-09-01

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCOTTSBLUFF, NEBRASKA:

That the claim of Baker & Assoc, Inc. in the amount of \$2,015.00, being the third pay estimate for Paving District #311, is approved and the City Clerk is authorized to issue a warrant for the payment of such claim.

Passed and approved this 8th day of September, 2015.

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Mayor

ATTEST:

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City Clerk

“seal”

Moved by Council Member Shaver, seconded by Council Member Hilyard, “to approve the request for payment of claims by warrants for Paving District #312, Reganis 12<sup>th</sup> Ave., and approve Resolution No. 15-09-02,” “YEAS”, Gonzales, Colwell, Meininger, Shaver, and Hilyard. “NAYS” None. Absent: None.

RESOLUTION NO. 15-09-02

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCOTTSBLUFF, NEBRASKA:

That the claim of M.C. Schaff and Associates, Inc. in the amount of \$6,472.00, being the fourth pay estimate for Paving District #312, is approved and the City Clerk is authorized to issue a warrant for the payment of such claim.

That the claim of Infinity Construction in the amount of \$84,748.55, being the fifth pay estimate for Paving District #312, is approved and the City Clerk is authorized to issue a warrant for the payment of such claim.

Passed and approved this 8th day of September, 2015.

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Mayor

ATTEST:

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City Clerk

“seal”

Moved by Council Member Shaver, seconded by Council Member Hilyard, “to approve the request for payment of claims by warrants for Water Extension District #105, Reganis 12<sup>th</sup> Ave., and approve Resolution No. 15-09-03,” “YEAS”, Gonzales, Colwell, Meininger, Shaver, and Hilyard. “NAYS” None. Absent: None.

RESOLUTION NO. 15-09-03

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCOTTSBLUFF, NEBRASKA:

That the claim of M.C. Schaff & Associates, Inc. in the amount of \$1,122.25, being the fourth pay estimate for Water District #105, is approved and the City Clerk is authorized to issue a warrant for the payment of such claim.

That the claim of Infinity Construction in the amount of \$2,745.99, being the fifth pay estimate for Water District #105, is approved and the City Clerk is authorized to issue a warrant for the payment of such claim.

Passed and approved this 8th day of September, 2015.

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Mayor

ATTEST:

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City Clerk

“seal”

Assistant City Manager Johnson explained that the Western Nebraska Economic Development (WNED) Group directed staff to prepare a Request for Proposals for a Housing Study and asked the City of Scottsbluff to advertise for bids on behalf of the WNED. Mr. Johnson explained that they are requesting this study because of a major employer coming to the region which will impact the three counties of Kimball, Morrill and Scotts Bluff. Council Member Gonzales asked if this would be a live document to use for recruiting potential business and included in the Comprehensive Plan. Mr. Kuckkahn added that there is a reference to housing needs in the Comprehensive Plan. This will be a broad scope study focusing on housing. Moved by Mayor Meininger, seconded by Council Member Gonzales, “to approve the request for proposals for a housing study on behalf of the Western Nebraska Economic Development committee and authorize the city clerk to advertise for bids to be received by October 9, 2015, 4:00 p.m.,” “YEAS”, Gonzales, Colwell, Meininger, Shaver, and Hilyard. “NAYS” None. Absent: None.

Mayor Meininger opened the Public Hearing at 6:05 p.m. as advertised for this date, for authorizing the final tax request for the 2015-2016 year at a different amount than the prior year request. Finance Director Griffiths explained that this year the City has a larger tax asking than last year. The total tax asking amount is approximately \$1.7 million, \$36,000.00 more than last year. The levy will remain the same. The tax request for the Business Improvement District remained the same at \$54,100.00.

There were no comments from the public. Mayor Meininger closed the Public Hearing at 6:07 p.m. Council Member Colwell asked what would happen if not all of the funds were allocated. Finance Director Griffiths explained that all funds need to be allocated. If they were not used, they would go to the Debt Service fund. Moved by Council Member Hilyard, seconded by Council Member Gonzales, “to approve the final tax request for the 2015-2016 year at a different amount than the prior year request and approve Resolution No. 15-09-04,” “YEAS”, Gonzales, Colwell, Meininger, Shaver, and Hilyard. “NAYS” None. Absent: None.

#### RESOLUTION NO. 15-09-04

WHEREAS, Nebraska Revised Statute 77-1601.02 provides that the property tax request for the prior year shall be the property tax request for the current year for purposes of the levy set by the County Board of Equalization unless the Governing Body of the City of Scottsbluff passes by a majority vote a resolution or ordinance setting the tax request at a different amount; and

WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax request; and

WHEREAS, it is in the best interests of the City of Scottsbluff that the property tax request for the current year shall be a different amount than the property tax request for the prior year.

NOW, THEREFORE, the Governing Body of the City of Scottsbluff, by a majority vote, resolves that:

1. The 2015-2016 property tax request be set at \$1,735,284 for the City of Scottsbluff.
2. The 2015-2016 property tax request be set at \$54,100 for the Business Improvement District.
3. A copy of this resolution be certified and forwarded to the County Clerk on or before October 13, 2015.

PASSED AND APPROVED this 8<sup>th</sup> day of September, 2015.

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Mayor

ATTEST:

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City Clerk (seal)

Mayor Meininger opened the public hearing at 6:10 p.m. as advertised for this date, for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the FY 2015-2016 budget. There were no comments from the public. Mayor Meininger closed the public hearing at 6:11 p.m. Mayor Meininger introduced Ordinance No. 4167 which was read by title on first reading: **AN ORDINANCE TO ADOPT THE BUDGET STATEMENT TO BE TERMED THE ANNUAL APPROPRIATION BILL; TO APPROPRIATE SUMS FOR NECESSARY EXPENSES AND LIABILITIES; TO PROVIDE FOR AN EFFECTIVE DATE.**

Moved by Mayor Meininger, seconded by Council Member Hilyard, "that the statutory rule requiring the Ordinance to be read by title on three different days be suspended," "YEAS", Colwell, Meininger, Gonzales and Hilyard, "NAYS", Shaver. Absent: None.

The motion carried having been approved by three-fourths of the Council Members. Moved by Mayor Meininger, seconded by Council Member Hilyard, "that Ordinance No. 4167 be adopted," "YEAS", Colwell, Meininger, Gonzales and Hilyard, "NAYS", Shaver. Absent: None.

Council Member Gonzales commented that the City's levy has remained the same for several years and asked if other communities are raising their levy rates. Finance Director Griffiths responded that it usually depends on sales tax revenues to determine whether or not communities increase their levy rates. Our sales tax revenue has remained consistent.

Mayor Meininger opened the public hearing at 6:15 p.m. as advertised for this date to consider a Zone Change of Lots 6 and 7, Ridge Estates Subdivision from R-1 to Agriculture. Mr. Kuckkahn explained that this is a zone change to bring the property into line with the surrounding property. There were no comments from the public. Mayor Meininger closed the public hearing at 6:16 p.m. Mayor Meininger introduced Ordinance No. 4168 which was read by title on first reading: **AN ORDINANCE DEALING WITH ZONING, AMENDING SECTION 25-1-4 BY UPDATING THE OFFICIAL ZONING DISTRICT MAP TO SHOW THAT LOTS 6 AND 7, THE RIDGE ESTATES SUBDIVISION, SITUATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6<sup>TH</sup> P.M., SCOTTS BLUFF COUNTY, NEBRASKA, CONTAINING AN AREA OF 4.00 ACRES, MORE OR LESS, WHICH IS CURRENTLY ZONED AS R-1 SINGLE FAMILY, WILL NOW BE INCLUDED IN THE A-AGRICULTURAL, AND REPEALING PRIOR SECTION 25-1-4.**

Moved by Mayor Meininger, seconded by Council Member Shaver, "that the statutory rule requiring the Ordinance to be read by title on three different days be suspended," "YEAS", Colwell, Meininger, Gonzales, Shaver and Hilyard, "NAYS": None; Absent: None.

The motion carried having been approved by three-fourths of the Council Members. Moved by Council Member Hilyard, seconded by Council Member Hilyard, "that Ordinance No. 4168 be adopted," "YEAS", Colwell, Meininger, Gonzales, Shaver and Hilyard, "NAYS": None; Absent: None.

The owners of the property at Ridge Addition had also requested to vacate lots 6 and 7 which will be absorbed into unplatted farm land which is zoned Agricultural. Council introduced Ordinance No. 4169 which was read by title on second reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA, VACATING LOTS 6 AND 7, THE RIDGE ADDITION, SITUATED IN THE SW¼NE¼ OF SECTION 9, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6<sup>TH</sup> P.M., IN SCOTTS BLUFF COUNTY, NEBRASKA.**

Moved by Mayor Meininger, seconded by Council Member Shaver, "that the statutory rule requiring the Ordinance to be read by title on three different days be suspended," "YEAS", Colwell, Meininger, Gonzales, Shaver and Hilyard, "NAYS": None; Absent: None.

The motion carried having been approved by three-fourths of the Council Members. Moved by Council Member Shaver, seconded by Mayor Meininger, "that Ordinance No. 4169 be adopted," "YEAS", Colwell, Meininger, Gonzales, Shaver and Hilyard, "NAYS": None; Absent: None.

City Manager Kuckkahn presented the Nebraska Department of Roads Urban boundary map for Council's approval. This Urban Boundary is required by the Federal Highway Administration and used for reporting urban mileage in various studies. The Census boundary is used to develop the urban boundary map. Moved by Council Member Shaver, seconded by Council Member Hilyard, "to approve the updated Scottsbluff Urban Area Map and authorize the Mayor to sign the map," "YEAS", Gonzales, Colwell, Meininger, Shaver, and Hilyard. "NAYS" None. Absent: None.

Assistant City Manager Johnson presented the contract with AirMedCare to provide emergency flight coverage to City employees. He explained that this will be an additional benefit for our employees at a cost of \$45 per individual. The insurance will cover all family members living with the employee. This coverage will cover all full and part time city employees and Council Members. Moved by Council Member Shaver, seconded by Council Member Gonzales, "to approve the AirMedCare Network Business Plan to provide a group membership and authorize the Mayor to sign the contract," "YEAS", Gonzales, Colwell, Meininger, Shaver, and Hilyard. "NAYS" None. Absent: None.

Park and Recreation Director, Perry Mader, presented the future plans of the Monument Valley Pathway and explained the grant programs that are now available to help fund this large project. The first step is approval of the intent to apply form, which needs to be signed by the Mayor. The \$ 2.7 million plan shows the continuation of the trail through the east part of town from Western Nebraska Community College to the YMCA on Broadway, with the possible addition of a bridge over Highway 26. Staff is currently working with the Burlington Northern Railroad on a plan for the pathway over the railroad crossing on 5<sup>th</sup> Ave. This plan was developed a few years ago, and the grant funds are now available. Council Member Shaver asked why the cost is so high. Mr. Mader explained that the bridges are very expensive, costing about 1/3 of the total project, and the design work for the 3 mile pathway is very costly. Our portion is 20% or approximately \$540,000.00. Mr. Mader added that this pathway provides an alternative transportation method connecting many schools and recreation facilities. Moved by Council Member Colwell, seconded by Council Member Hilyard, "to authorize the Mayor to sign an Intent to Apply Form with the Nebraska Department of Roads for Transportation Alternative Program funding for the Monument Valley Pathways project," "YEAS", Colwell, Meininger, Gonzales and Hilyard, "NAYS", Shaver. Absent: None.

Council Member Gonzales asked about the current grant obligations the city has, expressing his concern to keep track of our obligated matching funds.

Mr. Mader presented the contract with the Pony Express for the Harvest Night. The City has used this company before and they have provided an excellent service. Moved by Council Member Colwell, seconded by Council Member Gonzales, "to approve the contract with Pony Express Pony Rides for the Harvest Night Petting Zoo and authorize the Mayor to execute the contract," "YEAS", Colwell, Meininger, Gonzales and Hilyard, "NAYS", Shaver. Absent: None.

Park and Recreation Director, Perry Mader gave the Council an update on the plan to replace the playground equipment at Frank Park. The goal for the staff is to keep the equipment under \$30,000.00, using KENO funds. They have received some public opinion regarding the equipment and what the residents would like to see. The Parks Department staff will install the equipment. Staff is researching the best products for the best price and have found some nice pieces of equipment for under \$30,000.00. Assistant City Manager explained that staff will get quotes and bring those to the next Council Meeting along with a request for KENO funding. An additional cost to consider will also be the border.

Mr. Johnson presented the letter of support for the Economic Development Certified Community Program, which is a requirement of the certification. Moved by Council Member Hilyard, seconded by Council Member Colwell, "to authorize the Mayor to submit a letter of support to the Nebraska Department of Economic Development for the Economic Development Certified Community Program," "YEAS", Colwell, Meininger, Gonzales and Hilyard, "NAYS", Shaver. Absent: None.

City Manager Kuckkahn presented the 2015-2016 Pay Resolution, which reflects a 1.2% Cost of Living Allowance (COLA), revisions based on job descriptions and updates related to exempt and non-exempt status based on labor laws. Council Member Shaver asked if the pay scale can be changed if needed to recruit lifeguards next summer. Mr. Kuckkahn stated that the pay resolution can be changed whenever needed. He also explained that the City has many employees who are at the top level of their pay grade due to our maturing work force. However, many times that situation changes rather quickly, as the police department is currently experiencing. Moved by Council member Shaver, seconded by Mayor Meininger, "to approve the 2015-2016 Pay Resolution No. 15-09-05," "YEAS", Gonzales, Colwell, Meininger, Shaver, and Hilyard. "NAYS" None. Absent: None.

**RESOLUTION NO. 15-09-05**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCOTTSBLUFF, NEBRASKA:**

1. That the following Pay Plan for officers and employees of the City of Scottsbluff, Nebraska employed in Classified Positions be approved September 8, 2015 and effective October 5, 2015.

**PAY SCHEDULE  
HOURLY RATES (Based on 40 hour work week)**

<u>Grade</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>L1</u>	<u>L2</u>
2	8.64	9.07	9.53	10.00	10.51	11.03	11.58
3	9.07	9.53	10.00	10.51	11.03	11.58	12.16
4	9.53	10.00	10.51	11.03	11.58	12.16	12.77
5	10.00	10.51	11.03	11.58	12.16	12.77	13.41
6	10.51	11.03	11.58	12.16	12.77	13.41	14.08
7	11.03	11.58	12.16	12.77	13.41	14.08	14.78
8	11.58	12.16	12.77	13.41	14.08	14.78	15.52
9	12.16	12.77	13.41	14.08	14.78	15.52	16.30
10	12.77	13.41	14.08	14.78	15.52	16.30	17.11
11	13.41	14.08	14.78	15.52	16.30	17.11	17.97
12	14.08	14.78	15.52	16.30	17.11	17.97	18.87
13	14.78	15.52	16.30	17.11	17.97	18.87	19.81
14	15.52	16.30	17.11	17.97	18.87	19.81	20.80
15	16.30	17.11	17.97	18.87	19.81	20.80	21.84
16	17.11	17.97	18.87	19.81	20.80	21.84	22.93
17	17.97	18.87	19.81	20.80	21.84	22.93	24.08
18	18.87	19.81	20.80	21.84	22.93	24.08	25.28
19	19.81	20.80	21.84	22.93	24.08	25.28	26.55
20	20.80	21.84	22.93	24.08	25.28	26.55	27.87

**BI-WEEKLY RATES**

18	1508.48	1583.90	1663.10	1746.25	1833.56	1925.24	2021.50
19	1583.90	1663.10	1746.25	1833.56	1925.24	2021.50	2122.58
20	1663.10	1746.25	1833.56	1925.24	2021.50	2122.58	2228.71
21	1746.25	1833.56	1925.24	2021.50	2122.58	2228.71	2340.14
22	1833.56	1925.24	2021.50	2122.58	2228.71	2340.14	2457.15
23	1925.24	2021.50	2122.58	2228.71	2340.14	2457.15	2580.01
24	2021.50	2122.58	2228.71	2340.14	2457.15	2580.01	2709.01
25	2122.58	2228.71	2340.14	2457.15	2580.01	2709.01	2844.46
26	2228.71	2340.14	2457.15	2580.01	2709.01	2844.46	2986.68
27	2340.14	2457.15	2580.01	2709.01	2844.46	2986.68	3136.02
28	2457.15	2580.01	2709.01	2844.46	2986.68	3136.02	3292.82
29	2580.01	2709.01	2844.46	2986.68	3136.02	3292.82	3457.46
30	2709.01	2844.46	2986.68	3136.02	3292.82	3457.46	3630.33
31	2844.46	2986.68	3136.02	3292.82	3457.46	3630.33	3811.85

2. That the following positions in the Classification Plan are assigned to the following Class Grades:

**HOURLY POSITIONS**

<b><u>Grade</u></b>	<b><u>Class Titles</u></b>	<b><u>Grade</u></b>	<b><u>Class Titles</u></b>
5	Assistant Pool Manager	14	Wastewater Plant Operator I
7	Library Technician	14	Water System Operator I
7	Pool Manager	14	Heavy Equipment Operator
9	Building & Grounds Custodian	14	Solid Waste Equip. Operator
9	Code Enforcement Assistant	15	Crew leader
10	Library Assistant	16	Maintenance Mechanic
11	Record Technician	16	Finance/HR Assistant
11	Humane Officer	16	Fire Prevention Officer
12	Admin. Services Assistant	17	Wastewater Plant Operator II
12	Admin. Records Technician	17	Water System Operator II
13	Account Clerk	17	Construction-Locator Spec.
13	Administrative Assistant	17	Event Coordinator
13	Maintenance Worker	18	Utilities Adm. Coordinator
13	Motor Equipment Operator	18	Lead Maintenance Mechanic
		18	Cemetery Supervisor
		19	Stormwater Program Specialist
		20	Code Administrator I
		20	Accountant

**EXEMPT POSITIONS**

**Professional, Administrative and Executive**

18	Librarian	24	City Clerk/Risk Manager
20	GIS Analyst	24	Library Director
22	Transportation Supervisor	24	Public Safety/Em Mgmt Dir
22	Park Supervisor	26	Police Captain
22	Water System Supervisor	26	Director of Parks/Recreation
22	Wastewater Plant Supervisor	26	Assistant City Manager
22	Environmental Services Supervisor	27	Director of Human Resources
22	Code Administrator II	28	Director of Public Works
22	Planner	29	Fire Chief
23	Network Administrator	30	Police Chief
23	Planning Administrator	31	Director of Finance

3. That the following pay schedule for officers and employees in Unclassified Positions of the city is approved December 15, 2014 and effective January 1, 2015.

<u>Position</u>	<u>Salary Minimum</u>	<u>Salary Maximum</u>
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City Manager

Established by City Council

**Seasonal and Part-time  
Hourly Rates**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
School Crossing Guard	\$8.00	\$8.50	\$9.00	\$9.20	\$9.40	\$9.60	\$9.80
Library Page	\$8.00	\$8.50	\$9.00	\$9.20	\$9.40	\$9.60	\$9.80
Laborer	\$8.25	\$8.75	\$9.25	\$9.45	\$9.65	\$9.85	\$10.05
Field Mntc. Groundskeeper	\$8.65	\$9.15	\$9.65	\$9.85	\$10.05	\$10.25	\$10.45

Recreation Aide	\$8.00	\$8.50	\$9.00	\$9.20	\$9.40	\$9.60	\$9.80
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Lifeguard	\$8.65	\$9.15	\$9.65	\$9.85	\$10.05	\$10.25	\$10.45
Head Lifeguard	\$8.95	\$9.45	\$9.95	\$10.15	\$10.35	\$10.55	\$10.75

NOTE: Pay step increase may be given after one year of service from hire date, at the discretion of the Department Head.

4. The Pay Schedule for the position of Firefighters and Fire Captains working a 56 hour week shall be the schedule approved in a Resolution adopted by the Mayor and City Council on September 8, 2015 and effective October 5, 2015.

<u>Class Title</u>	<u>Hourly Pay Schedule (56 hour week)</u>							
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
Firefighter	12.64	13.27	13.94	14.63	15.36	16.13	16.94	17.79
Fire Captain	16.38	17.20	18.06	18.97	19.92	20.91	21.96	23.05

5. That the Pay Schedule for the position of Patrol Officer and Police Sergeant shall be the Schedule approved in a resolution approved by the Mayor and City Council on September 8, 2015 to be effective October 5, 2015.

<u>Class Title</u>	<u>Hourly Pay Schedule</u>							
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
Patrol Officer	17.85	18.74	19.68	20.67	21.70	22.78	23.92	25.12
Police Sergeant	21.32	22.39	23.46	24.58	25.77	27.00	28.30	29.65

6. Resolution No. 14-12-06 and all other resolutions in conflict with this resolution are repealed.

**Passed and approved this 8<sup>th</sup> day of September, 2015.**

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Mayor

ATTEST:

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City Clerk

Council introduced the Ordinance relating to confidentiality of information provided for economic development purposes which was read by title on second reading: AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA AMENDING THE SCOTTSBLUFF MUNICIPAL CODE AT CHAPTER 6, ARTICLE 2, RELATING TO CONFIDENTIALITY OF INFORMATION PROVIDED FOR ECONOMIC DEVELOPMENT PURPOSES, REPEALING PRIOR SECTIONS, PROVIDING FOR PUBLICATION IN PAMPHLET FORM AND PROVIDING FOR AN EFFECTIVE DATE.

Under public comment, Mike Begley approached the Council and discussed the pathway extension as he is concerned about the pathway from WNCC to the YMCA. He would like to see the pathway completed from the river path to the Scottsbluff National Monument. Mr. Mader will visit with Mr. Begley to get more information.

Mayor Meininger expressed his appreciation to Finance Director Griffiths for her work preparing the 2015-2016 Budget.

Moved by Council member Shaver, seconded by Council Member Colwell, "to adjourn the meeting at 6:55 p.m.," "YEAS", Gonzales, Colwell, Meininger, Shaver, and Hilyard. "NAYS" None. Absent: None.

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Mayor

Attest:

---

City Clerk

“SEAL”

# **City of Scottsbluff, Nebraska**

**Monday, September 21, 2015**

**Regular Meeting**

## **Item Consent2**

**Council to approve City Manager appointments to various boards and commissions.**

**Minutes: Board of Adjustment - Three Year Appointments:**

**Troy Herman**

**Rick Wayman**

**Raul Aguallo**

**Business Improvement District - Three Year Appointments:**

**Becky Rogers**

**Rick Wayman**

**Planning Commission - Three Year Appointments:**

**Dana Weber**

**Plumbers Examining Board - Four Year Appointment:**

**Roger Rojas**

**Staff Contact: Rick Kuckkahn, City Manager**



# **City of Scottsbluff, Nebraska**

**Monday, September 21, 2015**

**Regular Meeting**

## **Item Consent3**

**Council to consider a Community Festival Permit for Western Trail Sports for a Fall Hunting Promotion on September 26, 2015, 10:00 a.m. to 2:00 p.m., sidewalk surrounding 1802 Broadway.**

**Staff Contact: Cindy Dickinson, City Clerk**

**APPLICATION  
COMMUNITY FESTIVAL, BUSINESS PROMOTIONAL EVENT, CARNIVAL  
PERMIT**

To be filed with the City Clerk at least 14 days, but no more than one year before proposed event.

1. Western Trail Sports  
(name of sponsoring organization)  
1802 Broadway Scottsbluff NE 3086351556  
(street) (city) (state) (telephone number)  
Bruce Ralls  
(chairperson responsible for event) (day telephone number)

2. \_\_\_\_\_  
(name of co-sponsoring organization)  
\_\_\_\_\_  
(street) (city) (state) (telephone number)  
\_\_\_\_\_  
(contact person) (day telephone number)

3. **Event Information**  
Fall Hunting Promotion  
(name of event)  
Sept 26, 2015 10:10 a.m. - 2:00 p.m.  
(date(s) of event) (time(s) of event)  
Bradway & 18th St  
(location of event)

4. **Activity Information**  
Describe general activities including whether there will be any vendors, music, loudspeakers. Serving or selling of alcoholic beverages\*, etc.)

Goose & Duck Calling - Decoy Rigging & Placement, Grand Blinds, Louisiana Gull demo

\*If alcoholic beverages will be sold or served, a special permit will be required. The applicant should contact the City Clerk for more information.

5. **Street Closure**  
None  
\_\_\_\_\_  
Please note any streets to be closed and the times required for closure

6. **Flags/Banners/Signs**  
None  
\_\_\_\_\_

7. **Carnivals** - If event includes a carnival, the next sheet should be completed.  
No





# CERTIFICATE OF LIABILITY INSURANCE

WESTTRA-02

DWICK

DATE (MM/DD/YYYY)

9/4/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>J.G. Elliott Insurance Center</b> <b>1111 East 20th Street</b> <b>Scottsbluff, NE 69361</b>	<b>CONTACT NAME:</b> Dedra Wick <b>PHONE (A/C, No, Ext):</b> (308) 635-2023 <b>FAX (A/C, No):</b> (308) 632-7359 <b>E-MAIL ADDRESS:</b> jgeco@jgelliott.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  <b>Western Trail Sports</b> <b>1802 Broadway</b> <b>Scottsbluff, NE 69361</b>	<b>INSURER A:</b> American Economy Insurance Company <b>NAIC #</b> 19690	
	<b>INSURER B:</b> American States Insurance Company <b>19704</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			02BZ05810630	11/08/2014	11/08/2015	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
							\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			01WK03354160	11/08/2014	11/08/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 100,000
							E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

City of Scottsbluff  
 2525 Circle Drive  
 Scottsbluff, NE 69361

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2014/01)

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# **City of Scottsbluff, Nebraska**

**Monday, September 21, 2015**

**Regular Meeting**

## **Item Consent4**

**Council to acknowledge a liability claim received from Maria Arellano which has been forwarded to the city's insurance carrier.**

**Staff Contact: Cindy Dickinson, City Clerk**



Please forward ASAP to:

LARM  
League Association of Risk Management  
1335 L Street, Suite 200  
Lincoln, NE 68508

Phone: (402) 742-2600  
Fax: (402) 476-4089  
customerservice@larmpool.org

## Liability Loss Notice

### MEMBER

MEMBER NAME:

Scottsbluff

CONTACT NAME:

Cindy Dickinson

PHONE:

308.630.6221

### LOSS

DATE OF LOSS: 8/25/2015

TIME OF LOSS: 7 pm

DEPARTMENT: transportation

HAS THIS LOSS BEEN PREVIOUSLY REPORTED? ☐ YES ☒ NO

DATE:

TO WHOM:

LOCATION OF ACCIDENT (INCLUDE CITY & STATE):

19th Ave. - Scottsbluff

DESCRIPTION OF ACCIDENT (INCLUDE WEATHER CONDITIONS AND OTHER OBSERVATIONS OR CONTRIBUTING FACTORS):

While riding bicycle, claimant's tire slipped on algae in gutter from rainy conditions.

CLAIMANT NOTIFICATION OF LOSS TO CITY/ VILLAGE:

☐ NONE

☐ AT TIME OF LOSS

☐ ORAL NOTICE OF LOSS TO:

☒ WRITTEN NOTICE HAS BEEN PROVIDED TO CITY / VILLAGE AS SPECIFIED IN THE POLITICAL SUBDIVISION TORT CLAIMS ACT (NE REV. STAT. § 13-905)

**\*\* ATTACH COPY OF ALL AVAILABLE DOCUMENTS, I.E. POLICE REPORT, ACCIDENT INVESTIGATION REPORTS, CLAIMANT NOTICE.**

### CLAIMANT INFORMATION

NAME AND ADDRESS OF CLAIMANT(S):

1: Maria Arellano, 414 East Overland, Scottsbluff, NE 69361

2:

3:

1: 308.631.2782

PHONE: 2:

3:

OTHER PHONE: 1:

2:

3:

### \* BODILY INJURY LOSS \*

DESCRIBE INJURY (IS CLAIMANT A MINOR? ☐ YES ☒ NO):

WAS MEDICAL TREATMENT PROVIDED? ☒ YES ☐ NO

CLINIC/HOSPITAL: CAPWN Health Center 308.632.2540

PHONE: Wills Chiropractic 308.436.7176

### \* PROPERTY DAMAGE LOSS \*

DESCRIBE DAMAGED PROPERTY:

ESTIMATE OF LOSS: \$ \_\_\_\_\_

CONTACT PERSON TO VIEW DAMAGED PROPERTY:

NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_

### WITNESSES

NAME & ADDRESS

MEMBER/EMPLOYEE

BUSINESS PHONE

HOME PHONE

☐ YES ☐ NO

☐ YES ☐ NO

MEMBER COMMENTS / CONCERNS / SPECIAL INSTRUCTIONS (ATTACH A SEPARATE SHEET IF NECESSARY):

Dr. and Rx receipts also attached

REPORTED BY: Cindy Dickinson

DATE:

SIGNATURE: Cindy Dickinson

MEMBER EMAIL: cdickins@scottsbluff.org

DATE: 9/11/15

REV. 2/6/15

**City of Scottsbluff, Nebraska**  
**Monday, September 21, 2015**  
**Regular Meeting**

**Item Claims1**

**Regular Claims**

**Staff Contact: Renae Griffiths, Finance Director**



# Expense Approval Report

By Vendor Name

Post Dates 9/9/2015 - 9/21/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: 00393 - ACTION COMMUNICATIONS INC.</b>					
<b>Fund: 111 - GENERAL</b>					
800 radio install	EQUIPMENT MAINTENANCE				272.00
Fund 111 - GENERAL Total:					272.00
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
INTERNET SERVICE	DEPARTMENT SUPPLIES				27.50
Fund 621 - ENVIRONMENTAL SERVICES Total:					27.50
<b>Fund: 631 - WASTEWATER</b>					
INTERNET SERVICE	DEPARTMENT SUPPLIES				27.50
Fund 631 - WASTEWATER Total:					27.50
Vendor 00393 - ACTION COMMUNICATIONS INC. Total:					327.00
<b>Vendor: 04498 - ADVANCING TECHNOLOGY, INC.</b>					
<b>Fund: 111 - GENERAL</b>					
SUPPLIES	DEPARTMENT SUPPLIES				751.00
Fund 111 - GENERAL Total:					751.00
Vendor 04498 - ADVANCING TECHNOLOGY, INC. Total:					751.00
<b>Vendor: 08144 - AE SERVICES, LLC</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
INST. METER & WIRING FOR 27...	STREET PROJECTS				910.44
Fund 212 - TRANSPORTATION Total:					910.44
Vendor 08144 - AE SERVICES, LLC Total:					910.44
<b>Vendor: 09373 - AIR EVAC EMS, INC</b>					
<b>Fund: 812 - HEALTH INSURANCE</b>					
MEMBERSHIPS	PREMIUM EXPENSE				6,795.00
Fund 812 - HEALTH INSURANCE Total:					6,795.00
Vendor 09373 - AIR EVAC EMS, INC Total:					6,795.00
<b>Vendor: 02118 - ANITA'S GREENSCAPING INC</b>					
<b>Fund: 216 - BUSINESS IMPROVEMENT</b>					
BID PRKNG LTS	CONTRACTUAL SERVICES				180.55
BID PRKNG LTS	CONTRACTUAL SERVICES				155.56
BID PRKNG LTS	CONTRACTUAL SERVICES				191.67
BID PRKNG LTS	CONTRACTUAL SERVICES				111.12
Fund 216 - BUSINESS IMPROVEMENT Total:					638.90
<b>Fund: 661 - STORMWATER</b>					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				180.55
CONTRACTUAL SVC	CONTRACTUAL SERVICES				47.22
CONTRACTUAL SVC	CONTRACTUAL SERVICES				130.00
Fund 661 - STORMWATER Total:					357.77
Vendor 02118 - ANITA'S GREENSCAPING INC Total:					996.67
<b>Vendor: 06781 - ASSURITY LIFE INSURANCE CO</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
life ins	LIFE INS EE PAYABLE				34.36
Fund 713 - CASH & INVESTMENT POOL Total:					34.36
Vendor 06781 - ASSURITY LIFE INSURANCE CO Total:					34.36
<b>Vendor: 01986 - AULICK LEASING CORP</b>					
<b>Fund: 111 - GENERAL</b>					
GRDS MAINT	GROUNDS MAINTENANCE				478.88
Fund 111 - GENERAL Total:					478.88
Vendor 01986 - AULICK LEASING CORP Total:					478.88

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: 00295 - B &amp; H INVESTMENTS, INC</b>					
<b>Fund: 631 - WASTEWATER</b>					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				88.00
				<b>Fund 631 - WASTEWATER Total:</b>	<b>88.00</b>
				<b>Vendor 00295 - B &amp; H INVESTMENTS, INC Total:</b>	<b>88.00</b>
<b>Vendor: 00271 - B&amp;C STEEL CORPORATION</b>					
<b>Fund: 631 - WASTEWATER</b>					
DEPT SUP	DEPARTMENT SUPPLIES				23.18
				<b>Fund 631 - WASTEWATER Total:</b>	<b>23.18</b>
				<b>Vendor 00271 - B&amp;C STEEL CORPORATION Total:</b>	<b>23.18</b>
<b>Vendor: 01373 - BELTLINE SAND &amp; GRAVEL INC</b>					
<b>Fund: 641 - WATER</b>					
DEPT SUP	DEPARTMENT SUPPLIES				221.55
				<b>Fund 641 - WATER Total:</b>	<b>221.55</b>
				<b>Vendor 01373 - BELTLINE SAND &amp; GRAVEL INC Total:</b>	<b>221.55</b>
<b>Vendor: 00405 - BLUFFS SANITARY SUPPLY INC.</b>					
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
dept supplies	DEPARTMENT SUPPLIES				26.99
				<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>	<b>26.99</b>
				<b>Vendor 00405 - BLUFFS SANITARY SUPPLY INC. Total:</b>	<b>26.99</b>
<b>Vendor: 09553 - BROWN TRANSFER CO</b>					
<b>Fund: 111 - GENERAL</b>					
CONTR SERV	CONTRACTUAL SERVICES				81.77
				<b>Fund 111 - GENERAL Total:</b>	<b>81.77</b>
				<b>Vendor 09553 - BROWN TRANSFER CO Total:</b>	<b>81.77</b>
<b>Vendor: 00735 - CAPITAL BUSINESS SYSTEMS INC.</b>					
<b>Fund: 111 - GENERAL</b>					
Cont. srvc	CONTRACTUAL SERVICES				179.69
MAINTENANCE	EQUIPMENT MAINTENANCE				69.38
				<b>Fund 111 - GENERAL Total:</b>	<b>249.07</b>
				<b>Vendor 00735 - CAPITAL BUSINESS SYSTEMS INC. Total:</b>	<b>249.07</b>
<b>Vendor: 00055 - CARR- TRUMBULL LUMBER CO, INC.</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
SUPP - DRIMIX CONCRETE	DEPARTMENT SUPPLIES				7.38
SUPP - CEMENT	DEPARTMENT SUPPLIES				10.29
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>17.67</b>
<b>Fund: 641 - WATER</b>					
DEPT SUP	DEPARTMENT SUPPLIES				7.64
				<b>Fund 641 - WATER Total:</b>	<b>7.64</b>
				<b>Vendor 00055 - CARR- TRUMBULL LUMBER CO, INC. Total:</b>	<b>25.31</b>
<b>Vendor: 07911 - CELLCO PARTNERSHIP</b>					
<b>Fund: 111 - GENERAL</b>					
data modem	CELLULAR PHONE				25.02
				<b>Fund 111 - GENERAL Total:</b>	<b>25.02</b>
<b>Fund: 212 - TRANSPORTATION</b>					
CELL PHONE FOR ON CALL	TELEPHONE				16.36
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>16.36</b>
<b>Fund: 631 - WASTEWATER</b>					
CELL PHONE	CELLULAR PHONE				47.62
				<b>Fund 631 - WASTEWATER Total:</b>	<b>47.62</b>
<b>Fund: 641 - WATER</b>					
CELL PHONE	CELLULAR PHONE				83.78
				<b>Fund 641 - WATER Total:</b>	<b>83.78</b>
				<b>Vendor 07911 - CELLCO PARTNERSHIP Total:</b>	<b>172.78</b>

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: 00363 - CEMENTER'S INC</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
CONCRETE	STREET MAINTENANCE				792.00
CONCRETE	STREET MAINTENANCE				810.00
CONCRETE	STREET MAINTENANCE				247.50
<b>Fund 212 - TRANSPORTATION Total:</b>					<b>1,849.50</b>
<b>Fund: 641 - WATER</b>					
DEPT SUP	DEPARTMENT SUPPLIES				141.24
DEPT SUP	DEPARTMENT SUPPLIES				192.60
<b>Fund 641 - WATER Total:</b>					<b>333.84</b>
<b>Vendor 00363 - CEMENTER'S INC Total:</b>					<b>2,183.34</b>
<b>Vendor: 09554 - CHLANCES DITTMER</b>					
<b>Fund: 111 - GENERAL</b>					
refund	CAMPGROUND FEES				60.00
<b>Fund 111 - GENERAL Total:</b>					<b>60.00</b>
<b>Vendor 09554 - CHLANCES DITTMER Total:</b>					<b>60.00</b>
<b>Vendor: 02396 - CITIBANK N.A.</b>					
<b>Fund: 111 - GENERAL</b>					
DEPT SUP	DEPARTMENT SUPPLIES				63.48
<b>Fund 111 - GENERAL Total:</b>					<b>63.48</b>
<b>Vendor 02396 - CITIBANK N.A. Total:</b>					<b>63.48</b>
<b>Vendor: 00484 - CITY OF GERING</b>					
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
disposal fees	DISPOSAL FEES				43,782.72
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>					<b>43,782.72</b>
<b>Vendor 00484 - CITY OF GERING Total:</b>					<b>43,782.72</b>
<b>Vendor: VEN01404 - CONNOLLY, MONTE</b>					
<b>Fund: 641 - WATER</b>					
over payment	UNAPPLIED CREDIT				5.00
<b>Fund 641 - WATER Total:</b>					<b>5.00</b>
<b>Vendor VEN01404 - CONNOLLY, MONTE Total:</b>					<b>5.00</b>
<b>Vendor: 00267 - CONTRACTORS MATERIALS INC.</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
SUPP	DEPARTMENT SUPPLIES				27.44
SUPP - CONCRETE SAW BLADES	DEPARTMENT SUPPLIES				527.24
SUPP	DEPARTMENT SUPPLIES				14.70
<b>Fund 212 - TRANSPORTATION Total:</b>					<b>569.38</b>
<b>Vendor 00267 - CONTRACTORS MATERIALS INC. Total:</b>					<b>569.38</b>
<b>Vendor: 06564 - CREDIT MANAGEMENT SERVICES INC.</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
wage attachment	WAGE ATTACHMENT EE PAY				222.16
<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>					<b>222.16</b>
<b>Vendor 06564 - CREDIT MANAGEMENT SERVICES INC. Total:</b>					<b>222.16</b>
<b>Vendor: 00406 - CRESCENT ELECT. SUPPLY COMP INC</b>					
<b>Fund: 111 - GENERAL</b>					
Dep sup	DEPARTMENT SUPPLIES				438.72
<b>Fund 111 - GENERAL Total:</b>					<b>438.72</b>
<b>Vendor 00406 - CRESCENT ELECT. SUPPLY COMP INC Total:</b>					<b>438.72</b>
<b>Vendor: 07689 - CYNTHIA GREEN</b>					
<b>Fund: 111 - GENERAL</b>					
Dep sup	DEPARTMENT SUPPLIES				29.90
DEPT SUP	DEPARTMENT SUPPLIES				73.85
DEPT SUP	DEPARTMENT SUPPLIES				24.95
DEPT SUPP	DEPARTMENT SUPPLIES				10.89

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
DEPT SUPPLIES	DEPARTMENT SUPPLIES				65.99
				<b>Fund 111 - GENERAL Total:</b>	<b>205.58</b>
				<b>Vendor 07689 - CYNTHIA GREEN Total:</b>	<b>205.58</b>
<b>Vendor: 03321 - DALE'S TIRE &amp; RETREADING, INC.</b>					
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
vehicle mtnc	VEHICLE MAINTENANCE				1,122.08
				<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>	<b>1,122.08</b>
				<b>Vendor 03321 - DALE'S TIRE &amp; RETREADING, INC. Total:</b>	<b>1,122.08</b>
<b>Vendor: 07421 - DUANE E. WOHLERS</b>					
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
disposal fees	DISPOSAL FEES				800.00
				<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>	<b>800.00</b>
				<b>Vendor 07421 - DUANE E. WOHLERS Total:</b>	<b>800.00</b>
<b>Vendor: 01003 - ELLIOTT EQUIPMENT COMPANY INC.</b>					
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
vehicle mtnc	VEHICLE MAINTENANCE				912.35
vehicle mtnc	VEHICLE MAINTENANCE				138.99
				<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>	<b>1,051.34</b>
				<b>Vendor 01003 - ELLIOTT EQUIPMENT COMPANY INC. Total:</b>	<b>1,051.34</b>
<b>Vendor: 00548 - FEDERAL EXPRESS CORPORATION</b>					
<b>Fund: 641 - WATER</b>					
POSTAGE	POSTAGE				113.62
POSTAGE	POSTAGE				546.75
				<b>Fund 641 - WATER Total:</b>	<b>660.37</b>
				<b>Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:</b>	<b>660.37</b>
<b>Vendor: 05737 - FLAGSHIP PUBLISHING INC</b>					
<b>Fund: 111 - GENERAL</b>					
Sbscrp	SUBSCRIPTIONS				24.00
				<b>Fund 111 - GENERAL Total:</b>	<b>24.00</b>
				<b>Vendor 05737 - FLAGSHIP PUBLISHING INC Total:</b>	<b>24.00</b>
<b>Vendor: 00794 - FLOYD'S TRUCK CENTER, INC</b>					
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
vehicle mtnc	VEHICLE MAINTENANCE				10.52
vehicle mtnc	VEHICLE MAINTENANCE				347.54
vehicle mtnc	VEHICLE MAINTENANCE				71.04
vehicle mtnc	VEHICLE MAINTENANCE				42.69
vehicle mtnc	VEHICLE MAINTENANCE				510.18
vehicle mtnc	VEHICLE MAINTENANCE				9.66
vehicle mtnc	VEHICLE MAINTENANCE				129.66
				<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>	<b>1,121.29</b>
<b>Fund: 631 - WASTEWATER</b>					
EQUIP MAINT	EQUIPMENT MAINTENANCE				458.88
				<b>Fund 631 - WASTEWATER Total:</b>	<b>458.88</b>
				<b>Vendor 00794 - FLOYD'S TRUCK CENTER, INC Total:</b>	<b>1,580.17</b>
<b>Vendor: 07904 - FREMONT MOTOR SCOTTSBLUFF, LLC</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
RELAY ASSY FOR CENTRAL GAR...	DEPARTMENT SUPPLIES				55.04
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>55.04</b>
				<b>Vendor 07904 - FREMONT MOTOR SCOTTSBLUFF, LLC Total:</b>	<b>55.04</b>
<b>Vendor: 03133 - FUN EXPRESS, LLC</b>					
<b>Fund: 111 - GENERAL</b>					
Special Events	SPECIAL EVENTS				223.98
				<b>Fund 111 - GENERAL Total:</b>	<b>223.98</b>
				<b>Vendor 03133 - FUN EXPRESS, LLC Total:</b>	<b>223.98</b>

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: 00022 - GENERAL ELECTRIC CAPITAL CORPORATION</b>					
<b>Fund: 111 - GENERAL</b>					
DEPT SUPP	DEPARTMENT SUPPLIES				28.97
department supplies	DEPARTMENT SUPPLIES				55.83
department supplies	DEPARTMENT SUPPLIES				32.91
department supplies	DEPARTMENT SUPPLIES				12.40
supples	DEPARTMENT SUPPLIES				27.48
department supplies	DEPARTMENT SUPPLIES				13.88
Dept Supp	DEPARTMENT SUPPLIES				70.11
<b>Fund 111 - GENERAL Total:</b>					<b>241.58</b>
<b>Fund: 213 - CEMETERY</b>					
DEPT SUPPLIES	DEPARTMENT SUPPLIES				18.90
<b>Fund 213 - CEMETERY Total:</b>					<b>18.90</b>
<b>Fund: 223 - KENO</b>					
six car seats for program	DEPARTMENT SUPPLIES				319.76
<b>Fund 223 - KENO Total:</b>					<b>319.76</b>
<b>Vendor 00022 - GENERAL ELECTRIC CAPITAL CORPORATION Total:</b>					<b>580.24</b>
<b>Vendor: 00602 - GENERAL TRAFFIC CONTROLS, INC</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
T.S. PARTS	DEPARTMENT SUPPLIES				281.59
<b>Fund 212 - TRANSPORTATION Total:</b>					<b>281.59</b>
<b>Vendor 00602 - GENERAL TRAFFIC CONTROLS, INC Total:</b>					<b>281.59</b>
<b>Vendor: 04371 - HAWKINS, INC.</b>					
<b>Fund: 641 - WATER</b>					
CHEMICALS	CHEMICALS				3,150.50
<b>Fund 641 - WATER Total:</b>					<b>3,150.50</b>
<b>Vendor 04371 - HAWKINS, INC. Total:</b>					<b>3,150.50</b>
<b>Vendor: 00861 - HEILBRUN'S INC.</b>					
<b>Fund: 111 - GENERAL</b>					
department supplies	DEPARTMENT SUPPLIES				129.00
<b>Fund 111 - GENERAL Total:</b>					<b>129.00</b>
<b>Fund: 212 - TRANSPORTATION</b>					
SUPP - SOCKET	DEPARTMENT SUPPLIES				22.49
PARTS FOR CENTRAL GARAGE - ... VEHICLE MAINTENANCE					22.82
<b>Fund 212 - TRANSPORTATION Total:</b>					<b>45.31</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
vehicle mtnc	VEHICLE MAINTENANCE				1,069.30
dept supplies	DEPARTMENT SUPPLIES				497.79
dept supplies	DEPARTMENT SUPPLIES				41.28
vehicle mtnc	VEHICLE MAINTENANCE				14.33
equip mtnc	EQUIPMENT MAINTENANCE				66.93
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>					<b>1,689.63</b>
<b>Vendor 00861 - HEILBRUN'S INC. Total:</b>					<b>1,863.94</b>
<b>Vendor: 09305 - HONEY WAGON EXPRESS</b>					
<b>Fund: 111 - GENERAL</b>					
DEPT SUPPLIES	CONTRACTUAL SERVICES				155.00
<b>Fund 111 - GENERAL Total:</b>					<b>155.00</b>
<b>Vendor 09305 - HONEY WAGON EXPRESS Total:</b>					<b>155.00</b>
<b>Vendor: 00166 - ICMA RETIREMENT TRUST-457</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
def comp	DEFERRED COMP EE PAY				1,325.14
<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>					<b>1,325.14</b>
<b>Vendor 00166 - ICMA RETIREMENT TRUST-457 Total:</b>					<b>1,325.14</b>

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: 00525 - IDEAL LAUNDRY AND CLEANERS, INC.</b>					
<b>Fund: 111 - GENERAL</b>					
CONTRACTUAL	CONTRACTUAL SERVICES				35.90
JANITORIAL SERV	JANITORIAL SUPPLIES				40.00
JANITORIAL SUPP	JANITORIAL SUPPLIES				59.16
JANITORIAL SUPP	JANITORIAL SUPPLIES				29.58
DEPT SUPP	DEPARTMENT SUPPLIES				35.79
JANITORIAL SUPPLIES	JANITORIAL SUPPLIES				34.77
JANIT SUPPLIES	JANITORIAL SUPPLIES				66.50
DEPT SUPP	DEPARTMENT SUPPLIES				27.87
JANITORIAL SUPP	JANITORIAL SUPPLIES				29.58
CONTRACTUAL	JANITORIAL SUPPLIES				7.60
DEPT SUPP	DEPARTMENT SUPPLIES				83.20
Jan. sup	JANITORIAL SUPPLIES				76.62
Jan sup	JANITORIAL SUPPLIES				76.62
DEPT SUPP	DEPARTMENT SUPPLIES				44.23
<b>Fund 111 - GENERAL Total:</b>					<b>647.42</b>
<b>Fund: 212 - TRANSPORTATION</b>					
SUPP	DEPARTMENT SUPPLIES				61.11
SUPP	DEPARTMENT SUPPLIES				61.11
<b>Fund 212 - TRANSPORTATION Total:</b>					<b>122.22</b>
<b>Fund: 213 - CEMETERY</b>					
BLDG MAINT	CONTRACTUAL SERVICES				9.53
<b>Fund 213 - CEMETERY Total:</b>					<b>9.53</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
dept supplies	DEPARTMENT SUPPLIES				103.51
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>					<b>103.51</b>
<b>Fund: 641 - WATER</b>					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				28.64
<b>Fund 641 - WATER Total:</b>					<b>28.64</b>
<b>Vendor 00525 - IDEAL LAUNDRY AND CLEANERS, INC. Total:</b>					<b>911.32</b>
<b>Vendor: 09291 - INGRAM LIBRARY SERVICES INC</b>					
<b>Fund: 111 - GENERAL</b>					
Bks	BOOKS				28.09
Bks	BOOKS				927.81
Bks	BOOKS				107.75
<b>Fund 111 - GENERAL Total:</b>					<b>1,063.65</b>
<b>Vendor 09291 - INGRAM LIBRARY SERVICES INC Total:</b>					<b>1,063.65</b>
<b>Vendor: 08154 - INTERNAL REVENUE SERVICE</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
WITHOLDINGS	MEDICARE W/H EE PAYABLE				3,841.60
WITHOLDINGS	FICA W/H EE PAYABLE				14,337.02
WITHOLDINGS	FED W/H EE PAYABLE				27,378.95
WITHOLDINGS	MEDICARE W/H ER PAYABLE				3,841.60
WITHOLDINGS	FICA W/H ER PAYABLE				14,337.02
<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>					<b>63,736.19</b>
<b>Vendor 08154 - INTERNAL REVENUE SERVICE Total:</b>					<b>63,736.19</b>
<b>Vendor: 08525 - INTRALINKS, INC</b>					
<b>Fund: 111 - GENERAL</b>					
Equip. main.	EQUIPMENT MAINTENANCE				286.18
Equip main	EQUIPMENT MAINTENANCE				150.00
<b>Fund 111 - GENERAL Total:</b>					<b>436.18</b>
<b>Vendor 08525 - INTRALINKS, INC Total:</b>					<b>436.18</b>
<b>Vendor: 00192 - J G ELLIOTT CO.INC.</b>					
<b>Fund: 111 - GENERAL</b>					
BOND	BONDING				100.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
volunteer firefighter life insuran...	VOLUNTEER FIREMAN				210.00
				<b>Fund 111 - GENERAL Total:</b>	<b>310.00</b>
				<b>Vendor 00192 - J G ELLIOTT CO.INC. Total:</b>	<b>310.00</b>
<b>Vendor: 06131 - JOHN DEERE FINANCIAL</b>					
<b>Fund: 111 - GENERAL</b>					
GRDS MAINT	GROUNDS MAINTENANCE				7.99
				<b>Fund 111 - GENERAL Total:</b>	<b>7.99</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
dept supplies	DEPARTMENT SUPPLIES				27.98
				<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>	<b>27.98</b>
<b>Fund: 631 - WASTEWATER</b>					
UNIFORMS & CLOTHING	VEHICLE MAINTENANCE				74.98
				<b>Fund 631 - WASTEWATER Total:</b>	<b>74.98</b>
				<b>Vendor 06131 - JOHN DEERE FINANCIAL Total:</b>	<b>110.95</b>
<b>Vendor: 08067 - JOHN DEERE FINANCIAL</b>					
<b>Fund: 111 - GENERAL</b>					
DEPT SUPPLIES	DEPARTMENT SUPPLIES				9.99
				<b>Fund 111 - GENERAL Total:</b>	<b>9.99</b>
<b>Fund: 631 - WASTEWATER</b>					
DEPT SUP	DEPARTMENT SUPPLIES				8.07
				<b>Fund 631 - WASTEWATER Total:</b>	<b>8.07</b>
<b>Fund: 641 - WATER</b>					
DEPT SUP	EQUIPMENT MAINTENANCE				45.30
				<b>Fund 641 - WATER Total:</b>	<b>45.30</b>
				<b>Vendor 08067 - JOHN DEERE FINANCIAL Total:</b>	<b>63.36</b>
<b>Vendor: 09474 - JOHN DEERE FINANCIAL</b>					
<b>Fund: 111 - GENERAL</b>					
EQUIP MAINT	EQUIPMENT MAINTENANCE				4.38
				<b>Fund 111 - GENERAL Total:</b>	<b>4.38</b>
<b>Fund: 213 - CEMETERY</b>					
EQUIP MAINT	EQUIPMENT MAINTENANCE				68.14
EQUIP MAINT	EQUIPMENT MAINTENANCE				-32.11
				<b>Fund 213 - CEMETERY Total:</b>	<b>36.03</b>
				<b>Vendor 09474 - JOHN DEERE FINANCIAL Total:</b>	<b>40.41</b>
<b>Vendor: 00300 - LEAGUE OF NEBRASKA MUNICIPALITIES</b>					
<b>Fund: 111 - GENERAL</b>					
CONFERENCE	SCHOOL & CONFERENCE				374.00
				<b>Fund 111 - GENERAL Total:</b>	<b>374.00</b>
				<b>Vendor 00300 - LEAGUE OF NEBRASKA MUNICIPALITIES Total:</b>	<b>374.00</b>
<b>Vendor: 00242 - M.C. SCHAFF &amp; ASSOCIATES, INC</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
ENG. SERV. FOR 27TH & 2ND T...	STREET PROJECTS				5,150.75
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>5,150.75</b>
				<b>Vendor 00242 - M.C. SCHAFF &amp; ASSOCIATES, INC Total:</b>	<b>5,150.75</b>
<b>Vendor: 08190 - MADISON NATIONAL LIFE</b>					
<b>Fund: 111 - GENERAL</b>					
madison	DISABILITY INSURANCE				373.56
				<b>Fund 111 - GENERAL Total:</b>	<b>373.56</b>
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
madison	LIFE INS EE PAYABLE				38.68
madison	DIS INC INS EE PAYABLE				696.23
madison	LIFE INS ER PAYABLE				771.84
				<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>	<b>1,506.75</b>
				<b>Vendor 08190 - MADISON NATIONAL LIFE Total:</b>	<b>1,880.31</b>

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: 07628 - MENARDS, INC</b>					
<b>Fund: 111 - GENERAL</b>					
DEPT SUPPLIES	DEPARTMENT SUPPLIES				1.59
department supplies	DEPARTMENT SUPPLIES				11.98
DEPT SUPP	DEPARTMENT SUPPLIES				9.97
GROUND MAINT	GROUNDS MAINTENANCE				240.32
department supplies	DEPARTMENT SUPPLIES				36.38
SUPPLIES	DEPARTMENT SUPPLIES				81.88
<b>Fund 111 - GENERAL Total:</b>					<b>382.12</b>
<b>Fund: 212 - TRANSPORTATION</b>					
SUPP - CAULK	DEPARTMENT SUPPLIES				2.50
SUPP	DEPARTMENT SUPPLIES				3.36
SUPP	DEPARTMENT SUPPLIES				46.08
<b>Fund 212 - TRANSPORTATION Total:</b>					<b>51.94</b>
<b>Fund: 631 - WASTEWATER</b>					
DEPT SUP	DEPARTMENT SUPPLIES				10.98
<b>Fund 631 - WASTEWATER Total:</b>					<b>10.98</b>
<b>Fund: 641 - WATER</b>					
DEPT SUP	DEPARTMENT SUPPLIES				60.97
<b>Fund 641 - WATER Total:</b>					<b>60.97</b>
<b>Vendor 07628 - MENARDS, INC Total:</b>					<b>506.01</b>
<b>Vendor: 00278 - MONUMENT CAR WASH INC</b>					
<b>Fund: 631 - WASTEWATER</b>					
VEH MAINT	VEHICLE MAINTENANCE				9.00
<b>Fund 631 - WASTEWATER Total:</b>					<b>9.00</b>
<b>Vendor 00278 - MONUMENT CAR WASH INC Total:</b>					<b>9.00</b>
<b>Vendor: 09010 - MOWER SHOP, THE</b>					
<b>Fund: 213 - CEMETERY</b>					
EQUIP MAINT	EQUIPMENT MAINTENANCE				7.84
<b>Fund 213 - CEMETERY Total:</b>					<b>7.84</b>
<b>Vendor 09010 - MOWER SHOP, THE Total:</b>					<b>7.84</b>
<b>Vendor: 08071 - MUNICIPAL PIPE TOOL CO, LLC</b>					
<b>Fund: 631 - WASTEWATER</b>					
EQUIP MAINT	EQUIPMENT MAINTENANCE				650.71
<b>Fund 631 - WASTEWATER Total:</b>					<b>650.71</b>
<b>Vendor 08071 - MUNICIPAL PIPE TOOL CO, LLC Total:</b>					<b>650.71</b>
<b>Vendor: 04082 - NE CHILD SUPPORT PAYMENT CENTER</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
NE CHILD SUPPORT PYBLE	CHILD SUPPORT EE PAY				1,863.43
<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>					<b>1,863.43</b>
<b>Vendor 04082 - NE CHILD SUPPORT PAYMENT CENTER Total:</b>					<b>1,863.43</b>
<b>Vendor: 00942 - NE DEPT OF ENVIRONMENTAL QUALITY</b>					
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
contractual services	CONTRACTUAL SERVICES				2,100.00
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>					<b>2,100.00</b>
<b>Vendor 00942 - NE DEPT OF ENVIRONMENTAL QUALITY Total:</b>					<b>2,100.00</b>
<b>Vendor: 00797 - NE DEPT OF REVENUE</b>					
<b>Fund: 111 - GENERAL</b>					
TAX	LEGAL FEES				386.15
sales tax	SALES TAX PAYABLE				1,266.92
<b>Fund 111 - GENERAL Total:</b>					<b>1,653.07</b>
<b>Fund: 641 - WATER</b>					
FEES	SALES & USE TAXES				25.00
sales tax	SALES TAX PAYABLE				17,837.04

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
sales tax	SALES TAX PAYABLE				16,335.31
				<b>Fund 641 - WATER Total:</b>	<b>34,197.35</b>
<b>Fund: 661 - STORMWATER</b>					
sales tax	SALES TAX PAYABLE				248.34
				<b>Fund 661 - STORMWATER Total:</b>	<b>248.34</b>
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
STATE WITHHOLDING	STATE W/H EE PAYABLE				19,379.30
				<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>	<b>19,379.30</b>
				<b>Vendor 00797 - NE DEPT OF REVENUE Total:</b>	<b>55,478.06</b>
<b>Vendor: 05373 - NEBRASKA SAFETY &amp; FIRE EQUIPEMENT INC.</b>					
<b>Fund: 111 - GENERAL</b>					
Equip main	EQUIPMENT MAINTENANCE				175.00
				<b>Fund 111 - GENERAL Total:</b>	<b>175.00</b>
				<b>Vendor 05373 - NEBRASKA SAFETY &amp; FIRE EQUIPEMENT INC. Total:</b>	<b>175.00</b>
<b>Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT</b>					
<b>Fund: 111 - GENERAL</b>					
Electric	ELECTRICITY				703.83
Electric	ELECTRICITY				677.30
Electric	ELECTRICITY				159.22
Electric	ELECTRICITY				677.31
Electric	ELECTRICITY				72.43
Electric	ELECTRICITY				2,852.78
Electric	ELECTRICITY				5,551.08
Electric	ELECTRICITY				635.80
Electric	ELECTRICITY				3,035.79
Electric	STREET LIGHTS				100.40
				<b>Fund 111 - GENERAL Total:</b>	<b>14,465.94</b>
<b>Fund: 212 - TRANSPORTATION</b>					
Electric	ELECTRICITY				634.46
Electric	ELECTRIC POWER				1,858.44
Electric	STREET LIGHTS				28,006.82
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>30,499.72</b>
<b>Fund: 213 - CEMETERY</b>					
Electric	ELECTRICITY				654.85
				<b>Fund 213 - CEMETERY Total:</b>	<b>654.85</b>
<b>Fund: 216 - BUSINESS IMPROVEMENT</b>					
Electric	STREET LIGHTS				85.42
				<b>Fund 216 - BUSINESS IMPROVEMENT Total:</b>	<b>85.42</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
Electric	ELECTRICITY				704.21
				<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>	<b>704.21</b>
<b>Fund: 631 - WASTEWATER</b>					
Electric	ELECTRICITY				392.40
Electric	ELECTRIC POWER				46.16
				<b>Fund 631 - WASTEWATER Total:</b>	<b>438.56</b>
<b>Fund: 641 - WATER</b>					
Electric	ELECTRICITY				29.24
Electric	ELECTRIC POWER				279.31
				<b>Fund 641 - WATER Total:</b>	<b>308.55</b>
				<b>Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:</b>	<b>47,157.25</b>
<b>Vendor: 09509 - NEMNICH AUTOMOTIVE</b>					
<b>Fund: 641 - WATER</b>					
VEH MAINT	VEHICLE MAINTENANCE				68.25
				<b>Fund 641 - WATER Total:</b>	<b>68.25</b>
				<b>Vendor 09509 - NEMNICH AUTOMOTIVE Total:</b>	<b>68.25</b>

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: 09409 - NETWORKFLEET, INC</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
SUPP - MONTHLY GPS SERVICE	DEPARTMENT SUPPLIES				18.95
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>18.95</b>
				<b>Vendor 09409 - NETWORKFLEET, INC Total:</b>	<b>18.95</b>
<b>Vendor: 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF</b>					
<b>Fund: 111 - GENERAL</b>					
GRNDS MAINT	GROUNDS MAINTENANCE				25.47
				<b>Fund 111 - GENERAL Total:</b>	<b>25.47</b>
<b>Fund: 212 - TRANSPORTATION</b>					
SUPP	DEPARTMENT SUPPLIES				10.57
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>10.57</b>
				<b>Vendor 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF Total:</b>	<b>36.04</b>
<b>Vendor: 01757 - OCLC ONLINE COMPUTER LIBRARY CENTER, INC</b>					
<b>Fund: 111 - GENERAL</b>					
Cont. srvc	CONTRACTUAL SERVICES				310.39
				<b>Fund 111 - GENERAL Total:</b>	<b>310.39</b>
				<b>Vendor 01757 - OCLC ONLINE COMPUTER LIBRARY CENTER, INC Total:</b>	<b>310.39</b>
<b>Vendor: 00550 - PANHANDLE COOPERATIVE ASSOCIATION</b>					
<b>Fund: 111 - GENERAL</b>					
FUEL	GASOLINE				1,369.84
FUEL	OTHER FUEL				2,151.21
Fuel bill fire	GASOLINE				1,263.28
DEPT FUEL	GASOLINE				173.87
				<b>Fund 111 - GENERAL Total:</b>	<b>4,958.20</b>
<b>Fund: 212 - TRANSPORTATION</b>					
UNLEADED GASOLINE	GASOLINE				1,213.56
UNLEADED GASOLINE	OTHER FUEL				1,448.63
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>2,662.19</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
Gasoline	GASOLINE				5,492.38
				<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>	<b>5,492.38</b>
<b>Fund: 631 - WASTEWATER</b>					
FUEL	GASOLINE				611.08
FUEL	OTHER FUEL				111.34
				<b>Fund 631 - WASTEWATER Total:</b>	<b>722.42</b>
<b>Fund: 641 - WATER</b>					
FUEL	GASOLINE				1,337.56
				<b>Fund 641 - WATER Total:</b>	<b>1,337.56</b>
				<b>Vendor 00550 - PANHANDLE COOPERATIVE ASSOCIATION Total:</b>	<b>15,172.75</b>
<b>Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC</b>					
<b>Fund: 641 - WATER</b>					
SAMPLES	SAMPLES				54.00
				<b>Fund 641 - WATER Total:</b>	<b>54.00</b>
				<b>Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:</b>	<b>54.00</b>
<b>Vendor: 04494 - PAUL REED CONSTRUCTION &amp; SUPPLY, INC</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
CRUSHED CONCRETE FOR ALLE...	STREET REPAIR SUPPLIES				106.34
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>106.34</b>
				<b>Vendor 04494 - PAUL REED CONSTRUCTION &amp; SUPPLY, INC Total:</b>	<b>106.34</b>
<b>Vendor: 01276 - PLATTE VALLEY BANK</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
hsa	HSA EE PAYABLE				12,515.91

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
hsa	HSA ER PAYABLE				1,256.25
Fund 713 - CASH & INVESTMENT POOL Total:					13,772.16
Vendor 01276 - PLATTE VALLEY BANK Total:					13,772.16
<b>Vendor: 00272 - POSTMASTER</b>					
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
Postage	POSTAGE				186.68
Postage	POSTAGE				110.37
Fund 621 - ENVIRONMENTAL SERVICES Total:					297.05
<b>Fund: 631 - WASTEWATER</b>					
Postage	POSTAGE				186.67
Postage	POSTAGE				110.37
Fund 631 - WASTEWATER Total:					297.04
<b>Fund: 641 - WATER</b>					
Postage	POSTAGE				186.67
Postage	POSTAGE				110.38
Fund 641 - WATER Total:					297.05
Vendor 00272 - POSTMASTER Total:					891.14
<b>Vendor: 09536 - RAAJ LINCOLN LESSEE LLC</b>					
<b>Fund: 111 - GENERAL</b>					
room for Murphy training	SCHOOL & CONFERENCE				479.97
Fund 111 - GENERAL Total:					479.97
Vendor 09536 - RAAJ LINCOLN LESSEE LLC Total:					479.97
<b>Vendor: 04089 - REGIONAL CARE INC</b>					
<b>Fund: 812 - HEALTH INSURANCE</b>					
FLEX HEALTH	CLAIMS EXPENSE				9,465.80
FLEX	FLEXIBLE BENFT EXPENSES				200.00
HEALTH CLAIMS	CLAIMS EXPENSE				7,908.70
Fund 812 - HEALTH INSURANCE Total:					17,574.50
Vendor 04089 - REGIONAL CARE INC Total:					17,574.50
<b>Vendor: 00564 - RUSCH'S GENERAL CONTRACTING, LLC</b>					
<b>Fund: 111 - GENERAL</b>					
CONTRACTUAL SERV	CONTRACTUAL SERVICES				4,312.00
Fund 111 - GENERAL Total:					4,312.00
Vendor 00564 - RUSCH'S GENERAL CONTRACTING, LLC Total:					4,312.00
<b>Vendor: 09383 - RUSHMORE MEDIA COMPANY, INC</b>					
<b>Fund: 661 - STORMWATER</b>					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				336.00
CONTRACTUAL SVC	CONTRACTUAL SERVICES				15.00
CONTRACTUAL SVC	CONTRACTUAL SERVICES				12.50
Fund 661 - STORMWATER Total:					363.50
Vendor 09383 - RUSHMORE MEDIA COMPANY, INC Total:					363.50
<b>Vendor: 09489 - RYAN R KUMM</b>					
<b>Fund: 111 - GENERAL</b>					
hitch install on dive bus	EQUIPMENT MAINTENANCE				400.00
Fund 111 - GENERAL Total:					400.00
Vendor 09489 - RYAN R KUMM Total:					400.00
<b>Vendor: 00026 - S M E C</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
employee deductions	SMEC EE PAYABLE				238.00
Fund 713 - CASH & INVESTMENT POOL Total:					238.00
Vendor 00026 - S M E C Total:					238.00
<b>Vendor: 00257 - SANDBERG IMPLEMENT, INC</b>					
<b>Fund: 111 - GENERAL</b>					
EQUIP MAINT	EQUIPMENT MAINTENANCE				71.65

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
EQUIP MAINT	EQUIPMENT MAINTENANCE				109.85
EQUIP MAINT	EQUIPMENT MAINTENANCE				32.18
EQUIP MANT	EQUIPMENT MAINTENANCE				104.42
Fund 111 - GENERAL Total:					318.10
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				1,053.95
Fund 641 - WATER Total:					1,053.95
Vendor 00257 - SANDBERG IMPLEMENT, INC Total:					1,372.05
Vendor: 02531 - SCB FIREFIGHTERS UNION LOCAL 1454					
Fund: 713 - CASH & INVESTMENT POOL					
FIRE EE DUES	FIRE UNION DUES EE PAY				195.00
Fund 713 - CASH & INVESTMENT POOL Total:					195.00
Vendor 02531 - SCB FIREFIGHTERS UNION LOCAL 1454 Total:					195.00
Vendor: 00852 - SCOTTS BLUFF COUNTY COURT					
Fund: 111 - GENERAL					
Legal Fees	LEGAL FEES				408.00
Fund 111 - GENERAL Total:					408.00
Vendor 00852 - SCOTTS BLUFF COUNTY COURT Total:					408.00
Vendor: 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION					
Fund: 713 - CASH & INVESTMENT POOL					
POLICE EE DUES	POL UNION DUES EE PAY				600.00
Fund 713 - CASH & INVESTMENT POOL Total:					600.00
Vendor 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION Total:					600.00
Vendor: 00338 - SCOTTSBLUFF SENIOR CENTER					
Fund: 111 - GENERAL					
CONTRACTUAL SERV	CONTRACTUAL SERVICES				5,750.00
Fund 111 - GENERAL Total:					5,750.00
Vendor 00338 - SCOTTSBLUFF SENIOR CENTER Total:					5,750.00
Vendor: 00759 - SCOTTSBLUFF/GERING CHAMBER OF COMMERCE					
Fund: 111 - GENERAL					
STATE OF THE VALLEY LUNCHE...	SCHOOL & CONFERENCE				36.25
STATE OF THE VALLEY LUNCHE...	SCHOOL & CONFERENCE				36.25
STATE OF THE VALLEY LUNCHE...	SCHOOL & CONFERENCE				18.13
STATE OF THE VALLEY LUNCHE...	SCHOOL & CONFERENCE				18.12
Fund 111 - GENERAL Total:					108.75
Fund: 224 - ECONOMIC DEVELOPMENT					
STATE OF THE VALLEY LUNCHE...	CONTRACTUAL SERVICES				36.25
Fund 224 - ECONOMIC DEVELOPMENT Total:					36.25
Fund: 661 - STORMWATER					
SCHOOLS & CONF	SCHOOL & CONFERENCE				39.00
Fund 661 - STORMWATER Total:					39.00
Vendor 00759 - SCOTTSBLUFF/GERING CHAMBER OF COMMERCE Total:					184.00
Vendor: 08180 - SCREENVISION					
Fund: 661 - STORMWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				272.00
Fund 661 - STORMWATER Total:					272.00
Vendor 08180 - SCREENVISION Total:					272.00
Vendor: 00684 - SHERIFF'S OFFICE					
Fund: 111 - GENERAL					
LEGAL FEES	LEGAL FEES				149.03
Fund 111 - GENERAL Total:					149.03
Vendor 00684 - SHERIFF'S OFFICE Total:					149.03

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: 00786 - SHERWIN WILLIAMS</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
PARTS FOR PAINT STRIPER	EQUIPMENT MAINTENANCE				238.00
<b>Fund 212 - TRANSPORTATION Total:</b>					<b>238.00</b>
<b>Vendor 00786 - SHERWIN WILLIAMS Total:</b>					<b>238.00</b>
<b>Vendor: 00021 - SIMMONS OLSEN LAW FIRM, P.C.</b>					
<b>Fund: 111 - GENERAL</b>					
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				6,190.33
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				4,117.77
<b>Fund 111 - GENERAL Total:</b>					<b>10,308.10</b>
<b>Fund: 224 - ECONOMIC DEVELOPMENT</b>					
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				287.50
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				62.50
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				262.50
<b>Fund 224 - ECONOMIC DEVELOPMENT Total:</b>					<b>612.50</b>
<b>Vendor 00021 - SIMMONS OLSEN LAW FIRM, P.C. Total:</b>					<b>10,920.60</b>
<b>Vendor: 01031 - SIMON CONTRACTORS</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
CONCRETE	STREET MAINTENANCE				509.25
CONCRETE	STREET MAINTENANCE				204.00
CONCRETE	STREET MAINTENANCE				339.50
CONCRETE	STREET MAINTENANCE				668.75
ROAD GRAVEL FOR ALLEYS	STREET REPAIR SUPPLIES				60.48
CONCRETE	STREET MAINTENANCE				476.00
<b>Fund 212 - TRANSPORTATION Total:</b>					<b>2,257.98</b>
<b>Vendor 01031 - SIMON CONTRACTORS Total:</b>					<b>2,257.98</b>
<b>Vendor: 00513 - SNELL SERVICES INC.</b>					
<b>Fund: 111 - GENERAL</b>					
Bldg main	BUILDING MAINTENANCE				380.00
<b>Fund 111 - GENERAL Total:</b>					<b>380.00</b>
<b>Vendor 00513 - SNELL SERVICES INC. Total:</b>					<b>380.00</b>
<b>Vendor: 05814 - SUPERIOR SIGNALS, INC</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
LIGHTS FOR PICKUPS/TRUCKS	VEHICLE MAINTENANCE				1,651.20
<b>Fund 212 - TRANSPORTATION Total:</b>					<b>1,651.20</b>
<b>Vendor 05814 - SUPERIOR SIGNALS, INC Total:</b>					<b>1,651.20</b>
<b>Vendor: 06602 - TAMARA REICHERT</b>					
<b>Fund: 111 - GENERAL</b>					
DEPT SUPPLIES	DEPARTMENT SUPPLIES				99.50
<b>Fund 111 - GENERAL Total:</b>					<b>99.50</b>
<b>Vendor 06602 - TAMARA REICHERT Total:</b>					<b>99.50</b>
<b>Vendor: 09379 - THOMAS P MILLER &amp; ASSOCIATES, LLC</b>					
<b>Fund: 224 - ECONOMIC DEVELOPMENT</b>					
CONTRACTUAL SERV	CONTRACTUAL SERVICES				20,255.21
<b>Fund 224 - ECONOMIC DEVELOPMENT Total:</b>					<b>20,255.21</b>
<b>Vendor 09379 - THOMAS P MILLER &amp; ASSOCIATES, LLC Total:</b>					<b>20,255.21</b>
<b>Vendor: 09552 - TIME FASTENER CO, INC</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
SPARK PLUG KIT FOR CENTRAL ...	VEHICLE MAINTENANCE				423.86
<b>Fund 212 - TRANSPORTATION Total:</b>					<b>423.86</b>
<b>Vendor 09552 - TIME FASTENER CO, INC Total:</b>					<b>423.86</b>
<b>Vendor: 00063 - TOMMY'S JOHNNYS INC</b>					
<b>Fund: 111 - GENERAL</b>					
CONTRACTUAL	CONTRACTUAL SERVICES				495.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
CONTRACTUAL	CONTRACTUAL SERVICES				810.00
Fund 111 - GENERAL Total:					1,305.00
Vendor 00063 - TOMMY'S JOHNNYS INC Total:					1,305.00
<b>Vendor: 07814 - TOTAL FUNDS BY HASLER</b>					
Fund: 111 - GENERAL					
Pstge	POSTAGE				500.00
Fund 111 - GENERAL Total:					500.00
Vendor 07814 - TOTAL FUNDS BY HASLER Total:					500.00
<b>Vendor: 07537 - TRANS IOWA EQUIPMENT LLC</b>					
Fund: 212 - TRANSPORTATION					
FINAL PAYMENT ON SNOW BL...	EQUIPMENT				35,000.00
PARTS FOR SWEEPERS - ELEV. B...	EQUIPMENT MAINTENANCE				187.43
PARTS FOR SWEEPERS - FAN BL...	EQUIPMENT MAINTENANCE				1,925.81
PARTS FOR SWEEPERS MAIN B...	EQUIPMENT MAINTENANCE				1,244.32
PARTS FOR SWEEPERS - SPRAY...	EQUIPMENT MAINTENANCE				101.74
LOWER ELEV. BRG FOR SWEEPER	EQUIPMENT MAINTENANCE				186.92
SWEEPER PARTS - CONN FAN	EQUIPMENT MAINTENANCE				25.01
Fund 212 - TRANSPORTATION Total:					38,671.23
Vendor 07537 - TRANS IOWA EQUIPMENT LLC Total:					38,671.23
<b>Vendor: 09239 - UNIQUE MANAGEMENT SERVICES, INC</b>					
Fund: 111 - GENERAL					
Cont. srvc	CONTRACTUAL SERVICES				358.00
Fund 111 - GENERAL Total:					358.00
Vendor 09239 - UNIQUE MANAGEMENT SERVICES, INC Total:					358.00
<b>Vendor: 08899 - UNITED RENTALS (NORTH AMERICA), INC</b>					
Fund: 111 - GENERAL					
CONTR SERV	CONTRACTUAL SERVICES				855.98
Fund 111 - GENERAL Total:					855.98
Vendor 08899 - UNITED RENTALS (NORTH AMERICA), INC Total:					855.98
<b>Vendor: 08828 - US BANK</b>					
Fund: 111 - GENERAL					
DEPT SUP	BOOKS				69.36
Fund 111 - GENERAL Total:					69.36
Vendor 08828 - US BANK Total:					69.36
<b>Vendor: 01544 - VAN PELT FENCING CO, INC</b>					
Fund: 111 - GENERAL					
GRND MAINT	GROUNDS MAINTENANCE				87.50
Fund 111 - GENERAL Total:					87.50
Vendor 01544 - VAN PELT FENCING CO, INC Total:					87.50
<b>Vendor: 03674 - WELLS FARGO BANK, N.A.</b>					
Fund: 713 - CASH & INVESTMENT POOL					
retirement	REGULAR RETIRE EE PAY				7,391.35
retirement	RETIRE FIRE EE PAYABLE				2,356.63
retirement	RETIRE POLICE EE PAY				4,720.08
retirement	REGULAR RETIRE ER PAY				7,000.87
retirement	RETIRE-FIRE ER PAYABLE				3,919.23
retirement	RETIRE-POLICE ER PAY				4,558.93
Fund 713 - CASH & INVESTMENT POOL Total:					29,947.09
Vendor 03674 - WELLS FARGO BANK, N.A. Total:					29,947.09
<b>Vendor: 06089 - WESTERN COOPERATIVE COMPANY</b>					
Fund: 111 - GENERAL					
GRDS MAINT	GROUNDS MAINTENANCE				194.70
VEH MAINT	VEHICLE MAINTENANCE				1.11

## Expense Approval Report

Post Dates: 9/9/2015 - 9/21/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
DEPT SUPP	DEPARTMENT SUPPLIES				279.75
				<b>Fund 111 - GENERAL Total:</b>	<b>475.56</b>
				<b>Vendor 06089 - WESTERN COOPERATIVE COMPANY Total:</b>	<b>475.56</b>
<b>Vendor: 00344 - WESTERN PATHOLOGY CONSULTANTS, INC</b>					
<b>Fund: 111 - GENERAL</b>					
RANDOM DOT TESTS	CONTRACTUAL SERVICES				127.00
				<b>Fund 111 - GENERAL Total:</b>	<b>127.00</b>
				<b>Vendor 00344 - WESTERN PATHOLOGY CONSULTANTS, INC Total:</b>	<b>127.00</b>
<b>Vendor: 07239 - WYOMING FIRST AID &amp; SAFETY SUPPLY, LLC</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
FIRST AID KIT SUPPLIES	DEPARTMENT SUPPLIES				128.79
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>128.79</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
dept supplies	DEPARTMENT SUPPLIES				135.68
				<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>	<b>135.68</b>
				<b>Vendor 07239 - WYOMING FIRST AID &amp; SAFETY SUPPLY, LLC Total:</b>	<b>264.47</b>
<b>Vendor: 02057 - YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
ymca	YMCA PAY EE				1,958.00
				<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>	<b>1,958.00</b>
				<b>Vendor 02057 - YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE Total:</b>	<b>1,958.00</b>
				<b>Grand Total:</b>	<b>427,183.80</b>

## Report Summary

## Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	55,088.29	1,640.48
212 - TRANSPORTATION	85,739.03	0.00
213 - CEMETERY	727.15	0.00
216 - BUSINESS IMPROVEMENT	724.32	0.00
223 - KENO	319.76	0.00
224 - ECONOMIC DEVELOPMENT	20,903.96	0.00
621 - ENVIRONMENTAL SERVICES	58,482.36	297.05
631 - WASTEWATER	2,856.94	297.04
641 - WATER	41,914.30	34,469.40
661 - STORMWATER	1,280.61	248.34
713 - CASH & INVESTMENT POOL	134,777.58	134,777.58
812 - HEALTH INSURANCE	24,369.50	17,574.50
<b>Grand Total:</b>	<b>427,183.80</b>	<b>189,304.39</b>

## Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-21311	SALES TAX PAYABLE	1,266.92	1,266.92
111-42201-171	CAMPGROUND FEES	60.00	0.00
111-51281-142	DISABILITY INSURANCE	373.56	373.56
111-52111-111	DEPARTMENT SUPPLIES	154.62	0.00
111-52111-112	DEPARTMENT SUPPLIES	65.99	0.00
111-52111-114	DEPARTMENT SUPPLIES	70.11	0.00
111-52111-116	DEPARTMENT SUPPLIES	751.00	0.00
111-52111-121	DEPARTMENT SUPPLIES	162.28	0.00
111-52111-141	DEPARTMENT SUPPLIES	292.38	0.00
111-52111-151	DEPARTMENT SUPPLIES	468.62	0.00
111-52111-171	DEPARTMENT SUPPLIES	446.84	0.00
111-52111-172	DEPARTMENT SUPPLIES	139.65	0.00
111-52121-151	JANITORIAL SUPPLIES	153.24	0.00
111-52121-171	JANITORIAL SUPPLIES	267.19	0.00
111-52134-172	SPECIAL EVENTS	223.98	0.00
111-52164-141	VOLUNTEER FIREMAN	210.00	0.00
111-52222-121	BOOKS	69.36	0.00
111-52222-151	BOOKS	1,063.65	0.00
111-52225-151	SUBSCRIPTIONS	24.00	0.00
111-52411-151	POSTAGE	500.00	0.00
111-52511-121	GASOLINE	173.87	0.00
111-52511-141	GASOLINE	1,263.28	0.00
111-52511-171	GASOLINE	1,369.84	0.00
111-52521-171	OTHER FUEL	2,151.21	0.00
111-53111-112	CONTRACTUAL SERVICES	127.00	0.00
111-53111-114	CONTRACTUAL SERVICES	6,190.33	0.00
111-53111-142	CONTRACTUAL SERVICES	4,117.77	0.00
111-53111-151	CONTRACTUAL SERVICES	848.08	0.00
111-53111-171	CONTRACTUAL SERVICES	2,433.65	0.00
111-53111-172	CONTRACTUAL SERVICES	10,062.00	0.00
111-53211-114	LEGAL FEES	557.03	0.00
111-53211-171	LEGAL FEES	386.15	0.00
111-53421-151	BUILDING MAINTENANCE	380.00	0.00
111-53441-111	EQUIPMENT MAINTENAN...	69.38	0.00
111-53441-141	EQUIPMENT MAINTENAN...	672.00	0.00
111-53441-151	EQUIPMENT MAINTENAN...	611.18	0.00
111-53441-171	EQUIPMENT MAINTENAN...	322.48	0.00
111-53451-171	VEHICLE MAINTENANCE	1.11	0.00
111-53471-171	GROUNDS MAINTENANCE	1,034.86	0.00
111-53511-111	ELECTRICITY	703.83	0.00
111-53511-141	ELECTRICITY	836.52	0.00

## Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53511-142	ELECTRICITY	749.74	0.00
111-53511-151	ELECTRICITY	2,852.78	0.00
111-53511-171	ELECTRICITY	6,186.88	0.00
111-53511-172	ELECTRICITY	3,035.79	0.00
111-53551-171	STREET LIGHTS	100.40	0.00
111-53571-141	CELLULAR PHONE	25.02	0.00
111-53711-113	SCHOOL & CONFERENCE	36.25	0.00
111-53711-114	SCHOOL & CONFERENCE	410.25	0.00
111-53711-115	SCHOOL & CONFERENCE	18.13	0.00
111-53711-141	SCHOOL & CONFERENCE	479.97	0.00
111-53711-142	SCHOOL & CONFERENCE	18.12	0.00
111-53811-113	BONDING	100.00	0.00
212-52111-212	DEPARTMENT SUPPLIES	1,278.64	0.00
212-52171-212	STREET REPAIR SUPPLIES	166.82	0.00
212-52511-212	GASOLINE	1,213.56	0.00
212-52521-212	OTHER FUEL	1,448.63	0.00
212-53441-212	EQUIPMENT MAINTENAN...	3,909.23	0.00
212-53451-212	VEHICLE MAINTENANCE	2,097.88	0.00
212-53491-212	STREET MAINTENANCE	4,047.00	0.00
212-53511-212	ELECTRICITY	634.46	0.00
212-53531-212	ELECTRIC POWER	1,858.44	0.00
212-53551-212	STREET LIGHTS	28,006.82	0.00
212-53561-212	TELEPHONE	16.36	0.00
212-54322-212	STREET PROJECTS	6,061.19	0.00
212-54411-212	EQUIPMENT	35,000.00	0.00
213-52111-213	DEPARTMENT SUPPLIES	18.90	0.00
213-53111-213	CONTRACTUAL SERVICES	9.53	0.00
213-53441-213	EQUIPMENT MAINTENAN...	43.87	0.00
213-53511-213	ELECTRICITY	654.85	0.00
216-53111-121	CONTRACTUAL SERVICES	638.90	0.00
216-53551-000	STREET LIGHTS	85.42	0.00
223-52111-113	DEPARTMENT SUPPLIES	319.76	0.00
224-53111-113	CONTRACTUAL SERVICES	20,291.46	0.00
224-53111-114	CONTRACTUAL SERVICES	612.50	0.00
621-52111-621	DEPARTMENT SUPPLIES	860.73	0.00
621-52411-621	POSTAGE	297.05	297.05
621-52511-621	GASOLINE	5,492.38	0.00
621-53111-621	CONTRACTUAL SERVICES	2,100.00	0.00
621-53193-621	DISPOSAL FEES	44,582.72	0.00
621-53441-621	EQUIPMENT MAINTENAN...	66.93	0.00
621-53451-621	VEHICLE MAINTENANCE	4,378.34	0.00
621-53511-621	ELECTRICITY	704.21	0.00
631-52111-631	DEPARTMENT SUPPLIES	69.73	0.00
631-52411-631	POSTAGE	297.04	297.04
631-52511-631	GASOLINE	611.08	0.00
631-52521-631	OTHER FUEL	111.34	0.00
631-53111-631	CONTRACTUAL SERVICES	88.00	0.00
631-53441-631	EQUIPMENT MAINTENAN...	1,109.59	0.00
631-53451-631	VEHICLE MAINTENANCE	83.98	0.00
631-53511-631	ELECTRICITY	392.40	0.00
631-53531-631	ELECTRIC POWER	46.16	0.00
631-53571-631	CELLULAR PHONE	47.62	0.00
641-11224	UNAPPLIED CREDIT	5.00	0.00
641-21311	SALES TAX PAYABLE	34,172.35	34,172.35
641-52111-641	DEPARTMENT SUPPLIES	1,677.95	0.00
641-52117-641	SAMPLES	54.00	0.00
641-52411-641	POSTAGE	957.42	297.05
641-52511-641	GASOLINE	1,337.56	0.00

**Account Summary**

Account Number	Account Name	Expense Amount	Payment Amount
641-52611-641	CHEMICALS	3,150.50	0.00
641-53111-641	CONTRACTUAL SERVICES	28.64	0.00
641-53441-641	EQUIPMENT MAINTENAN...	45.30	0.00
641-53451-641	VEHICLE MAINTENANCE	68.25	0.00
641-53511-641	ELECTRICITY	29.24	0.00
641-53531-641	ELECTRIC POWER	279.31	0.00
641-53571-641	CELLULAR PHONE	83.78	0.00
641-59214-641	SALES & USE TAXES	25.00	0.00
661-21311	SALES TAX PAYABLE	248.34	248.34
661-53111-661	CONTRACTUAL SERVICES	993.27	0.00
661-53711-661	SCHOOL & CONFERENCE	39.00	0.00
713-21512	MEDICARE W/H EE PAYAB...	3,841.60	3,841.60
713-21513	FICA W/H EE PAYABLE	14,337.02	14,337.02
713-21514	FED W/H EE PAYABLE	27,378.95	27,378.95
713-21515	STATE W/H EE PAYABLE	19,379.30	19,379.30
713-21517	POL UNION DUES EE PAY	600.00	600.00
713-21518	FIRE UNION DUES EE PAY	195.00	195.00
713-21523	LIFE INS EE PAYABLE	73.04	73.04
713-21524	SMEC EE PAYABLE	238.00	238.00
713-21527	WAGE ATTACHMENT EE ...	222.16	222.16
713-21528	REGULAR RETIRE EE PAY	7,391.35	7,391.35
713-21529	DEFERRED COMP EE PAY	1,325.14	1,325.14
713-21531	RETIRE FIRE EE PAYABLE	2,356.63	2,356.63
713-21533	RETIRE POLICE EE PAY	4,720.08	4,720.08
713-21534	DIS INC INS EE PAYABLE	696.23	696.23
713-21539	CHILD SUPPORT EE PAY	1,863.43	1,863.43
713-21540	YMCA PAY EE	1,958.00	1,958.00
713-21541	HSA EE PAYABLE	12,515.91	12,515.91
713-21712	MEDICARE W/H ER PAYAB...	3,841.60	3,841.60
713-21713	FICA W/H ER PAYABLE	14,337.02	14,337.02
713-21723	LIFE INS ER PAYABLE	771.84	771.84
713-21728	REGULAR RETIRE ER PAY	7,000.87	7,000.87
713-21731	RETIRE-FIRE ER PAYABLE	3,919.23	3,919.23
713-21733	RETIRE-POLICE ER PAY	4,558.93	4,558.93
713-21741	HSA ER PAYABLE	1,256.25	1,256.25
812-53861-112	PREMIUM EXPENSE	6,795.00	0.00
812-53862-112	CLAIMS EXPENSE	17,374.50	17,374.50
812-53863-112	FLEXIBLE BENFT EXPENSES	200.00	200.00
<b>Grand Total:</b>		<b>427,183.80</b>	<b>189,304.39</b>

**Project Account Summary**

Project Account Key	Expense Amount	Payment Amount
**None**	424,385.97	189,304.39
2117753111	810.00	0.00
2117753511	635.80	0.00
2126352111	319.76	0.00
6002053111	993.27	0.00
6002053711	39.00	0.00
<b>Grand Total:</b>		<b>427,183.80</b>

# UTILITY REFUNDS

Refund Review

Close Form Print Screen

Packet: UBPKT01087 - Refunds 1 UBPKT01086 Disconnect

Add Edit Delete

Account #	Status	Contact	Service Address	Refund Amount
020-5441-03	Inactive	SHAWN J NEDELLA	717 W 26TH ST SCOTTSBLUFF NE 69361	5.36
015-3082-02	Inactive	STEVE L MATHEWS	1119 MEADOWLARK DR SCOTTSBLUFF NE	8.39
055-0803-02	Inactive	KATHERINE A GRAVES	1314 7TH AVE SCOTTSBLUFF NE 69361	8.69
030-5325-02	Inactive	ANDREW GREEN	420 W 17TH ST SCOTTSBLUFF NE 69361	27.65
080-3984-11	Inactive	COLLEEN GRIDLEY	1912 3RD AVE SCOTTSBLUFF NE 69361	72.61
045-3407-04	Inactive	RACQUEL M. YBARRA	1609 14TH AVE SCOTTSBLUFF NE 69361	5.63
005-4621-05	Inactive	FRANK E KENZY	23 W 23RD ST SCOTTSBLUFF NE 69361	0.76
045-3831-02	Inactive	ANNE URBINA	1612 17TH AVE SCOTTSBLUFF NE 69361	10.52
025-6869-03	Inactive	JOSEPH B SUMMERVILLE	1501 AVE X SCOTTSBLUFF NE 69361	28.64
020-3945-03	Inactive	JIM A MARSH	1806 AVE G SCOTTSBLUFF NE 69361	9.02
060-3447-04	Inactive	CHEEMA	1323 6TH AVE SCOTTSBLUFF NE 69361	104.77
070-4629-02	Inactive	SAMUEL SERDA	621 E 28TH ST SCOTTSBLUFF NE 69361	6.25
045-1222-03	Inactive	RUSS R SMITH	3020 EARNST ST SCOTTSBLUFF NE 69361	4.59
Total				292.88

# **City of Scottsbluff, Nebraska**

**Monday, September 21, 2015**

**Regular Meeting**

## **Item Bids1**

**Council to consider rejecting a bid received for the Sanitary Sewer Main & Siphon Project due to funding resources and limited bid proposals.**

**Staff Contact: Mark Bohl, Public Works Director**

# Agenda Statement

Item No.

For meeting of: September 21, 2015

**AGENDA TITLE:** Council to consider rejecting a bid received for the Sanitary Sewer Main & Siphon Project due to funding resources and limited bid proposals.

**SUBMITTED BY DEPARTMENT/ORGANIZATION:** Public Works Department

**PRESENTATION BY:** Rick Kuckkahn, City Manager

**SUMMARY EXPLANATION:** In May council approved rejecting a bid received for the Sanitary Sewer Main and Siphon Project because of limited bid proposals and bid costs exceeding the engineer's estimate and budgeted funds.

The project was rebid and only one bid was received from Paul Reed Construction in the amount of \$179,175.53. The engineer's estimate for this project is \$70,150.00.

M.C. Schaff & Associates have provided a Letter of Recommendation to reject the bid again based upon funding resources and limited bid proposals. The project will be rebid at a later date when additional bidders can be secured.

## **BOARD/COMMISSION RECOMMENDATION:**

**STAFF RECOMMENDATION:** Staff recommends that Council reject the bid from Paul Reed Construction due to lack of funding and limited bid proposals and authorize rebidding the project at a later date.

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### **EXHIBITS**

Resolution ☐ Ordinance ☐ Contract ☐ Minutes ☐ Plan/Map ☐

Other (specify) ☒ Bid Tabulation & Letter of Recommendation

**NOTIFICATION LIST:** Yes ☐ No ☐ Further Instructions ☐

**APPROVAL FOR SUBMITTAL:** \_\_\_\_\_  
City Manager

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Rev 3/1/99CClerk

# **City of Scottsbluff, Nebraska**

**Monday, September 21, 2015**

**Regular Meeting**

## **Item Bids2**

**Council to consider awarding the bid to Nebraska Machinery for a front wheel loader for Environmental Services in the amount of \$142,500 as the best and lowest bid.**

**Minutes: The following bids were received for the Front Wheel Loader:**

**Power Equipment \$117,224 (did not meet specifications)**

**Murphy Tractor \$145,965**

**Caterpillar \$142,500**

**Case Titan Machinery \$148,750**

**Staff Contact: Mark Bohl, Public Works Director**

# **City of Scottsbluff, Nebraska**

**Monday, September 21, 2015**

**Regular Meeting**

## **Item Reports1**

**Council to receive an update on the revised Library policies.**

**Staff Contact: Abby Yellman, Librarian**

## Agenda Statement

Item No.

For Meeting of: September 21, 2015

**AGENDA TITLE:** Library Policies and Strategic Plan 2015-2018

**SUBMITTED BY DEPARTMENT/ORGANIZATION:** Library

**PRESENTATION BY:** Rick Kuckkahn, City Manager

**SUMMARY EXPLANATION:**

The Library has been working for the past six months to revise and formulate consistent library policies surrounding the library's mission and services it provides. As part of our accreditation process, the Library has also developed a three-year strategic plan to help guide and focus allocation of resources, delivery of current services and programs, as well as innovation of new services and programs to better serve the community. This plan will be a living document reviewed by the Director and the Library Board annually. Both the revised library policy manual and the strategic plan 2015-2018 are attached for the City Council's review. The City's legal team has reviewed the library policies and revisions were made based on their expertise and guidance. Both the library policies and strategic plan have been approved by the Library Board.

**BOARD/COMMISSION RECOMMENDATION:**

**STAFF RECOMMENDATION:** The Library Director respectfully asks the City Council to approve the revised policies and strategic plan 2015-2018.

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**EXHIBITS**

Resolution ☐      Ordinance ☐      Contract ☐      Minutes ☐      Plan/Map ☐

Other (specify) \_\_\_\_\_

**NOTIFICATION LIST:** Yes ☐ No ☐ Further Instructions ☐

Please list names and addresses required for notification.

**APPROVAL FOR SUBMITTAL:** \_\_\_\_\_  
City Manager

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Rev: 11/15/12 City Clerk

Below is a bullet list highlighting some of the additions/changes made when the library policies were revised.

- **Addition of American Library Association statements** such as freedom to read, freedom to view, code of ethics and library bill of rights
- **Addition of cell phone/electronic device policy**
- **Meeting Room Policy** – added clear legal definition of a non-profit organization
- **Internet Use Policy** – updated to include parental responsibilities, centralized printing, and what is deemed “non-acceptable use” on our library computers
- **Library Use Policy** - library cards will no longer be mailed to verify address. A person must have a valid photo ID and proof of current address. Children under the age of 16 must have a parent with them to register for a card and show proof of address on their behalf.
- **Library Use Policy** - addition of “unpaid accounts” so all library customers are aware of the collection agency process for lost/damaged items
- **Mission/visions statements updated**
- **Non-discrimination policy** - updated to include “sexual orientation, gender identity and expression, veteran status or any other characteristic protected by federal or state law”.
- **Rules of Conduct for library customers updated**
- **Telephone policy** - updated to no longer allow public use of the library’s phone unless it is for emergency reasons
- **Tobacco policy** - updated to include electronic cigarettes/vaporizers and the requirement that smoking occurs outside and 20 feet from the building
- **Unattended Children Policy** – changed requirement of unattended children to now state that children under the age of 8 must be accompanied by an adult 16 years and up. Children must be at least 8 years old to be unattended in the library
- **Volunteer application** - revised to address specific library needs regarding volunteers

If further clarification is needed, please let me know.

Abby

Abbigail Yellman

Library Director, Lied Scottsbluff Public Library

1809 3rd Avenue

Scottsbluff, NE 69361

308-630-6251

[ayellman@scottsbluff.org](mailto:ayellman@scottsbluff.org)

## **Advocacy**

Advocacy is an ongoing effort, which helps communicate specific awareness and understanding of the importance of Lied Scottsbluff Public Library. This policy and its guidelines apply to the Lied Scottsbluff Public Library Board, Library Director, staff and other designated spokespersons for the Library.

The Library has a responsibility to maintain and foster communication with current and potential customers of library services and resources to assure effective usage by all within the community.

The Library Board recognizes that advocacy involves every person who has a connection with the library (i.e. board members, foundation members, Friends of the Library, Library Director, Library staff and City of Scottsbluff administration and officials).

Objectives of this advocacy policy are as follows:

- Promote community awareness of library services, programs and partnerships
- Nurture public interest in and usage of the library
- Develop and promote understanding and support of the library and its important educational role in the community

Strategies:

- Training and workshop sessions will be made available to library stakeholders
- Communication with government leaders, service clubs, civic organizations and other community partners will be maintained by the Library Director and Library Board.
- Local media will be utilized to ensure public awareness of library services, resources and programs
- Social media, in-house displays, flyers and other promotional materials will be used
- Library partnerships with regards to classes, exhibits and other educational activities will be priority to fulfill the community's needs for self-directed education, research and instruction assistance, as well as enlightening and cultural experiences.
- All promotional materials must be approved by the Library Director

Approved by the Library Board August 12, 2015

## **American Library Association's Code of Ethics**

As members of the American Library Association, we recognize the importance of codifying and making known to the profession and to the general public the ethical principles that guide the work of librarians, other professionals providing information services, library trustees and library staffs.

Ethical dilemmas occur when values are in conflict. The American Library Association Code of Ethics states the values to which we are committed, and embodies the ethical responsibilities of the profession in this changing information environment.

We significantly influence or control the selection, organization, preservation, and dissemination of information. In a political system grounded in an informed citizenry, we are members of a profession explicitly committed to intellectual freedom and the freedom of access to information. We have a special obligation to ensure the free flow of information and ideas to present and future generations.

The principles of this Code are expressed in broad statements to guide ethical decision making. These statements provide a framework; they cannot and do not dictate conduct to cover particular situations.

- I. We provide the highest level of service to all library users through appropriate and usefully organized resources; equitable service policies; equitable access; and accurate, unbiased, and courteous responses to all requests.
- II. We uphold the principles of intellectual freedom and resist all efforts to censor library resources.
- III. We protect each library user's right to privacy and confidentiality with respect to information sought or received and resources consulted, borrowed, acquired or transmitted.
- IV. We respect intellectual property rights and advocate balance between the interests of information users and rights holders.
- V. We treat co-workers and other colleagues with respect, fairness, and good faith, and advocate conditions of employment that safeguard the rights and welfare of all employees of our institutions.
- VI. We do not advance private interests at the expense of library users, colleagues, or our employing institutions.
- VII. We distinguish between our personal convictions and professional duties and do not allow our personal beliefs to interfere with fair representation of the aims of our institutions or the provision of access to their information resources.
- VIII. We strive for excellence in the profession by maintaining and enhancing our own knowledge and skills, by encouraging the professional development of co-workers, and by fostering the aspirations of potential members of the profession.

Adopted at the 1939 Midwinter Meeting by the ALA Council; amended June 30, 1981; June 28, 1995; and January 22, 2008.

Approved by the Library Board August 12, 2015

## **American Library Association's Freedom to Read Statement**

The freedom to read is essential to our democracy. It is continuously under attack. Private groups and public authorities in various parts of the country are working to remove or limit access to reading materials, to censor content in schools, to label "controversial" views, to distribute lists of "objectionable" books or authors, and to purge libraries. These actions apparently rise from a view that our national tradition of free expression is no longer valid; that censorship and suppression are needed to counter threats to safety or national security, as well as to avoid the subversion of politics and the corruption of morals. We, as individuals devoted to reading and as librarians and publishers responsible for disseminating ideas, wish to assert the public interest in the preservation of the freedom to read.

Most attempts at suppression rest on a denial of the fundamental premise of democracy: that the ordinary individual, by exercising critical judgment, will select the good and reject the bad. We trust Americans to recognize propaganda and misinformation, and to make their own decisions about what they read and believe. We do not believe they are prepared to sacrifice their heritage of a free press in order to be "protected" against what others think may be bad for them. We believe they still favor free enterprise in ideas and expression.

These efforts at suppression are related to a larger pattern of pressures being brought against education, the press, art and images, films, broadcast media, and the Internet. The problem is not only one of actual censorship. The shadow of fear cast by these pressures leads, we suspect, to an even larger voluntary curtailment of expression by those who seek to avoid controversy or unwelcome scrutiny by government officials.

Such pressure toward conformity is perhaps natural to a time of accelerated change. And yet suppression is never more dangerous than in such a time of social tension. Freedom has given the United States the elasticity to endure strain. Freedom keeps open the path of novel and creative solutions, and enables change to come by choice. Every silencing of a heresy, every enforcement of an orthodoxy, diminishes the toughness and resilience of our society and leaves it the less able to deal with controversy and difference.

Now as always in our history, reading is among our greatest freedoms. The freedom to read and write is almost the only means for making generally available ideas or manners of expression that can initially command only a small audience. The written word is the natural medium for the new idea and the untried voice from which come the original contributions to social growth. It is essential to the extended discussion that serious thought requires, and to the accumulation of knowledge and ideas into organized collections.

We believe that free communication is essential to the preservation of a free society and a creative culture. We believe that these pressures toward conformity present the danger of limiting the range and variety of inquiry and expression on which our democracy and our culture depend. We believe that every American community must jealously guard the freedom to publish and to circulate, in order to preserve its own freedom to read. We believe that publishers and librarians have a profound responsibility to give validity to that freedom to read by making it possible for the readers to choose freely from a variety of offerings.

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The freedom to read is guaranteed by the Constitution. Those with faith in free people will stand firm on these constitutional guarantees of essential rights and will exercise the responsibilities that accompany these rights.

We therefore affirm these propositions:

1. *It is in the public interest for publishers and librarians to make available the widest diversity of views and expressions, including those that are unorthodox, unpopular, or considered dangerous by the majority.*

Creative thought is by definition new, and what is new is different. The bearer of every new thought is a rebel until that idea is refined and tested. Totalitarian systems attempt to maintain themselves in power by the ruthless suppression of any concept that challenges the established orthodoxy. The power of a democratic system to adapt to change is vastly strengthened by the freedom of its citizens to choose widely from among conflicting opinions offered freely to them. To stifle every nonconformist idea at birth would mark the end of the democratic process. Furthermore, only through the constant activity of weighing and selecting can the democratic mind attain the strength demanded by times like these. We need to know not only what we believe but why we believe it.

2. *Publishers, librarians, and booksellers do not need to endorse every idea or presentation they make available. It would conflict with the public interest for them to establish their own political, moral, or aesthetic views as a standard for determining what should be published or circulated.*

Publishers and librarians serve the educational process by helping to make available knowledge and ideas required for the growth of the mind and the increase of learning. They do not foster education by imposing as mentors the patterns of their own thought. The people should have the freedom to read and consider a broader range of ideas than those that may be held by any single librarian or publisher or government or church. It is wrong that what one can read should be confined to what another thinks proper.

3. *It is contrary to the public interest for publishers or librarians to bar access to writings on the basis of the personal history or political affiliations of the author.*

No art or literature can flourish if it is to be measured by the political views or private lives of its creators. No society of free people can flourish that draws up lists of writers to whom it will not listen, whatever they may have to say.

4. *There is no place in our society for efforts to coerce the taste of others, to confine adults to the reading matter deemed suitable for adolescents, or to inhibit the efforts of writers to achieve artistic expression.*

To some, much of modern expression is shocking. But is not much of life itself shocking? We cut off literature at the source if we prevent writers from dealing with the stuff of life. Parents and teachers have a responsibility to prepare the young to meet the diversity of

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experiences in life to which they will be exposed, as they have a responsibility to help them learn to think critically for themselves. These are affirmative responsibilities, not to be discharged simply by preventing them from reading works for which they are not yet prepared. In these matters values differ, and values cannot be legislated; nor can machinery be devised that will suit the demands of one group without limiting the freedom of others.

5. *It is not in the public interest to force a reader to accept the prejudgment of a label characterizing any expression or its author as subversive or dangerous.*

The ideal of labeling presupposes the existence of individuals or groups with wisdom to determine by authority what is good or bad for others. It presupposes that individuals must be directed in making up their minds about the ideas they examine. But Americans do not need others to do their thinking for them.

6. *It is the responsibility of publishers and librarians, as guardians of the people's freedom to read, to contest encroachments upon that freedom by individuals or groups seeking to impose their own standards or tastes upon the community at large; and by the government whenever it seeks to reduce or deny public access to public information.*

It is inevitable in the give and take of the democratic process that the political, the moral, or the aesthetic concepts of an individual or group will occasionally collide with those of another individual or group. In a free society individuals are free to determine for themselves what they wish to read, and each group is free to determine what it will recommend to its freely associated members. But no group has the right to take the law into its own hands, and to impose its own concept of politics or morality upon other members of a democratic society. Freedom is no freedom if it is accorded only to the accepted and the inoffensive. Further, democratic societies are more safe, free, and creative when the free flow of public information is not restricted by governmental prerogative or self-censorship.

7. *It is the responsibility of publishers and librarians to give full meaning to the freedom to read by providing books that enrich the quality and diversity of thought and expression. By the exercise of this affirmative responsibility, they can demonstrate that the answer to a "bad" book is a good one, the answer to a "bad" idea is a good one.*

The freedom to read is of little consequence when the reader cannot obtain matter fit for that reader's purpose. What is needed is not only the absence of restraint, but the positive provision of opportunity for the people to read the best that has been thought and said. Books are the major channel by which the intellectual inheritance is handed down, and the principal means of its testing and growth. The defense of the freedom to read requires of all publishers and librarians the utmost of their faculties, and deserves of all Americans the fullest of their support.

We state these propositions neither lightly nor as easy generalizations. We here stake out a lofty claim for the value of the written word. We do so because we believe that it is possessed of

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enormous variety and usefulness, worthy of cherishing and keeping free. We realize that the application of these propositions may mean the dissemination of ideas and manners of expression that are repugnant to many persons. We do not state these propositions in the comfortable belief that what people read is unimportant. We believe rather that what people read is deeply important; that ideas can be dangerous; but that the suppression of ideas is fatal to a democratic society. Freedom itself is a dangerous way of life, but it is ours.

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This statement was originally issued in May of 1953 by the Westchester Conference of the American Library Association and the American Book Publishers Council, which in 1970 consolidated with the American Educational Publishers Institute to become the Association of American Publishers.

Adopted June 25, 1953, by the ALA Council and the AAP Freedom to Read Committee; amended January 28, 1972; January 16, 1991; July 12, 2000; June 30, 2004.

*A Joint Statement by:*

American Library Association  
Association of American Publishers

*Subsequently endorsed by:*

American Booksellers Foundation for Free Expression  
The Association of American University Presses, Inc.  
The Children's Book Council  
Freedom to Read Foundation  
National Association of College Stores  
National Coalition Against Censorship  
National Council of Teachers of English  
The Thomas Jefferson Center for the Protection of Free Expression

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## **American Library Association's Freedom to View Statement**

The FREEDOM TO VIEW, along with the freedom to speak, to hear, and to read, is protected by the First Amendment to the Constitution of the United States. In a free society, there is no place for censorship of any medium of expression. Therefore these principles are affirmed:

1. To provide the broadest access to film, video, and other audiovisual materials because they are a means for the communication of ideas. Liberty of circulation is essential to insure the constitutional guarantees of freedom of expression.
2. To protect the confidentiality of all individuals and institutions using film, video, and other audiovisual materials.
3. To provide film, video, and other audiovisual materials which represent a diversity of views and expression. Selection of a work does not constitute or imply agreement with or approval of the content.
4. To provide a diversity of viewpoints without the constraint of labeling or prejudging film, video, or other audiovisual materials on the basis of the moral, religious, or political beliefs of the producer or filmmaker or on the basis of controversial content.
5. To contest vigorously, by all lawful means, every encroachment upon the public's freedom to view.

This statement was originally drafted by the Freedom to View Committee of the American Film and Video Association (formerly the Educational Film Library Association) and was adopted by the AFVA Board of Directors in February 1979. This statement was updated and approved by the AFVA Board of Directors in 1989.

**Approved by the Library Board August 12, 2015**

## **American Library Association's Library Bill of Rights**

The American Library Association affirms that all libraries are forums for information and ideas, and that the following basic policies should guide their services.

I. Books and other library resources should be provided for the interest, information, and enlightenment of all people of the community the library serves. Materials should not be excluded because of the origin, background, or views of those contributing to their creation.

II. Libraries should provide materials and information presenting all points of view on current and historical issues. Materials should not be proscribed or removed because of partisan or doctrinal disapproval.

III. Libraries should challenge censorship in the fulfillment of their responsibility to provide information and enlightenment.

IV. Libraries should cooperate with all persons and groups concerned with resisting abridgment of free expression and free access to ideas.

V. A person's right to use a library should not be denied or abridged because of origin, age, background, or views.

VI. Libraries which make exhibit spaces and meeting rooms available to the public they serve should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use.

Adopted June 19, 1939, by the ALA Council; amended October 14, 1944; June 18, 1948; February 2, 1961; June 27, 1967; January 23, 1980; inclusion of "age" reaffirmed January 23, 1996.

Approved by the Library Board August 12, 2015

## **Bulletin Boards/Displays/Exhibits**

Use of the bulletin boards and display cases in the public areas of the Lied Scottsbluff Public Library shall be according to the following guidelines. Library staff will determine what may be posted and where within the Library based on the priorities and restrictions given below, as well as considerations including space, size of the item, and length of posting. Final decision on the display of any item shall belong to the Library Director.

### **Priorities:**

- Library and City of Scottsbluff official notices
- Library public relations materials, including program publicity and library advocacy
- Information about upcoming literary and cultural events
- Program publicity for non-commercial organizations
- Health and safety awareness
- Other

### **Restrictions: the following materials may not be posted.**

- Political advertisements (unless announcements of a non-partisan/bi-partisan nature such as candidate forums, debates, etc.)
- Commercial or for-profit advertising

### **Exhibits:**

Exhibits at the Lied Scottsbluff Public Library will support the library's mission of providing instructive and enlightening experience for all. Priority will be given to displays related to the Library. Exhibition proposals must be submitted in writing to the Library Director for review. Any exhibit housed in the library may not display a posted cost associated with a specific item. The Library will exercise normal precautions for the security of any exhibit, but the ultimate responsibility for the exhibit rests with the owner. The Library is not responsible for damage or theft. All exhibits, regardless of format (posters, displays, booklets, sculptures, etc.) must be approved by the Library Director prior to being placed in the Library.

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Revised September 9, 2015

## **Cell Phones and Other Electronic Devices**

Due to the increased customer traffic and usage of electronic devices, including cell phones, the library has implemented the following policy:

- Cell phones should be turned off or set on vibrate upon entering the library
- Any customer needing to take a short phone call (1-2 minutes) is asked to move to the lobby/vending area. For lengthy calls, please exit the library building and return when the call is completed.
- Texting and Internet usage must be silent and not disruptive to others using the library

Failure to comply with staff requests to follow this policy may result in restriction of library privileges.

Approved by the Library Board August 12, 2015

## **Computer Use**

### **Online Public Access Catalogs:**

There are three computers designated for public use of the Library's online public access catalog (OPAC). The sole purpose of these computers is to provide direct access for library customers to the library's print and digital collections.

### **Public Access Computers:**

Any person with a valid Lied Scottsbluff Public Library card, as well as a library account in good standing, may access the library's public computers for free. Visitors choosing not to obtain a library card may purchase a daily guest pass to access the computer for \$2. All computer users are limited to three one-hour sessions per day. There is a cost associated with printing. Black and white prints are \$.15 per page and color prints are \$.50 per page. Library customers are not allowed to bring their own paper due to potential damage to the equipment.

The library has three computer areas. Children ages eleven (11) and under are to be on the children's computers located under the globe in the children's area. Teens ages twelve (12) to fifteen (15) are allowed to use the computers located in the teen room. All other library customers ages sixteen (16) and up are to use the computers located in the main area of the library closest to the circulation desk. For library customers with disabilities, there is an ADA computer available for use. This computer is located next to the Heritage Room.

\*Parents are highly encouraged to monitor the computer usage of their children (see Internet Policy).

### **User Responsibilities:**

Any information lost while using the public computers is not the responsibility of the Library. Public computers that are highly used are more susceptible to problems. The Library and the City of Scottsbluff's IT department make every effort to keep computers virus-free, however, we cannot make guarantees. Computer users needing in-depth computer training are encouraged to attend library technology trainings that are offered periodically by the library and library technology/educational partners.

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## **Confidentiality of Customer Records**

Nebraska State Statute 84-712.05 (11) and the Lied Scottsbluff Public Library protect the privacy of library users. Information related to a person's use of the library's materials and services (including information sought, materials used or Internet usage) is confidential and can be disclosed only under certain circumstances.

When necessary for the recovery of lost or stolen library materials or when illegal activity involving the library takes place, the Library Director may authorize disclosure of information to federal, state or municipal authorities.

In all other situations, a valid subpoena or court order is required to disclose or release library records. All library staff members are to refer any request for such records to the Library Director. Upon receipt of such order or subpoena, the Library Director will inform City Administration and will consult with the City Attorney's office to determine if such order or subpoena is in proper form and if there is a showing of good cause for issuance.

**Approved by the Library Board August 12, 2015**

### **Copier/Microfilm Use**

The Library is not in the copying business nor does it seek to compete with local businesses that provide copying services. The Library provides a self-service public copier for customer use. Copyright Law only protects libraries from liability for unsupervised copying (i.e. copies made on coin-operated, user-controlled machines). A staff member who makes copies for the public is in violation of copyright law.

The self-service copier is for public use and is strictly a self-service machine. This machine can make normal letter sized (8 ½" x 11") copies as well as legal sized (8 ½" x 14") copies. Library staff can provide suggested solutions, but the customer must be the person who presses the start button to make the copy. Copies are \$.15 per copy.

The Library does provide one microfilm reader/printer for customer use and review of the Star Herald microfilm. The charge for printing from the microfilm reader is also \$.15 per copy.

The library does not allow library customers to bring their own paper in for copying or printing purposes due to risk of damage to the equipment.

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## **Emergency Procedures**

### **Medical/Health Emergencies:**

Library staff is advised to exercise caution when administering first aid of even a minor nature because of the safety of the injured individual and the potential liability of the staff member. Without specialized training, library staff is advised to help keep the sick or injured person comfortable until medical help arrives. In the event of a serious medical problem, 9-1-1 will be called immediately. If possible, staff should try to calmly get the person's name and phone number, as well as attempt to contact the person's home.

### **Fire:**

At the first indication of smoke or fire, the Scottsbluff Fire Department will be called (9-1-1). Library staff is instructed to evacuate every person from the building immediately. Library staff will clear the building of all persons and instruct everyone to gather under the pergola directly across the parking lot from the front entrance. Library customers must evacuate, even in a case of a false alarm. The Scottsbluff Fire Department must check the entire building and reset the alarm before anyone can re-enter the building.

### **Tornado Watch/Tornado Warning:**

Library staff will notify library customers when severe weather, specifically a tornado watch, has been issued for Scotts Bluff County. All unaccompanied children will be encouraged to call a parent, guardian or caregiver to secure safe transportation home.

When the tornado watch becomes a tornado warning for Scotts Bluff County, all library customers will be advised to accompany library staff to the back hallway for safety. Adults and adults with children may choose to leave at that moment at their own discretion, however, they will be asked to make the decision quickly as staff will be securing the building and escorting other customers to safety. Signs will be posted to advise anyone entering the Library's lobby to seek shelter in the men's restroom, as interior doors will be locked for security reasons. All staff will remain until the warning has been lifted.

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## **Equipment Use**

The following rules govern the use of all equipment belonging to Lied Scottsbluff Public Library.

1. **Loans**

Equipment may not be loaned to an individual or a group for use outside the library; with these exceptions:

- a. When a representative of the library (staff or board member) is presenting a program
- b. When borrowed by an authorized representative of the City of Scottsbluff
- c. Any loans will be for the shortest period of time permitted by the circumstances
- d. Loans are allowed at the discretion of the Library Director

2. **In-Library Use:**

Any individual or group using the library's community room, in accordance with the policy for the use of that room, may use the library's equipment during their time in the community room. All individuals reserving the community room and using the equipment must be in good standing with the Library.

3. **Priority:**

The Library has priority on the use of all equipment for its library programs and/or meetings.

4. **Misuse, Damage or Abuse:**

All individuals or groups using the Library's equipment are responsible for its proper care. Fees will be charged and denial of future use of the equipment will be enforced by the Library Director if there is misuse, damage or abuse.

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## **Facilities Use**

The Library's facilities are a showpiece for the community, which must be properly used and maintained. Use of the facilities must be governed by a consistently applied policy taking into account the intended purposes of the facilities and the government and library principles of non-involvement with religion and political factions, non-competition with the private sector and non-preferential treatment of people and business.

### **Administrative Responsibility**

Day-to-day administration of the facilities is the responsibility of the Library Director, and as delegated, the library staff. The Director, guided by this policy and general Library and City policies, will determine the course of action when questions arise over the use of facilities.

### **Jane and Chet Fliesbach Community Room**

The Jane and Chet Fliesbach Community Room is located in the southwest corner of the library. This room is suitable for programs and meetings of groups up to a seated capacity of approximately sixty (60) persons or up to one-hundred and ten (110) young people not using chairs. This room contains a large projector screen, projector, twenty (20) laptops, DVD player, sound system, large white board, small white board easel, tables, chairs and multiple electrical outlets. Public restrooms, drinking fountains and vending machines are available in the lobby outside the community room.

### **Scheduling**

When scheduling the use of the library's community room, first priority will be given to the Library. If not reserved for Library purposes and programs, the meeting room is available on a first-come, first-serve basis. Preference will be given to public meetings (civic, cultural or educational) which are non-profit in nature. For-profit groups may use the community room when available for a fee of \$25 per hour. For-profit meetings must be educational in nature. No sales or customer recruitment may take place.

### **Guidelines**

- Meetings cannot interfere with the day-to-day operations of the library and must be held during normal library hours
- No admission fee may be charged by any group without prior approval of the Library Director
- No alcoholic beverages may be served at any meeting held at the library during normal business hours. Permission to serve alcoholic beverages must be obtained properly through the approval of the City of Scottsbluff's City Council per City ordinance

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- Reservations may be made up to one year in advance. However, reservations for the next calendar year may be made beginning October 1<sup>st</sup>.
- The library reserves the right to limit the number of meetings held by any group or organization to maximize availability of meeting room space for as many groups as possible
- It is the responsibility of the group using the room to set-up tables and chairs, as well as clean-up when finished. A fifty dollar (\$50) minimum fee will be assessed for any special cleaning required.
- Misuse of the community room or violations of the Library Rules of Conduct will result in the loss of future privileges for the individual and/or group as determined by the Library Director.
- Use of the community room by any group does not constitute Library endorsement of said group's policies or beliefs.

### **Use of Library Equipment**

Any group wishing to utilize the library's audio-visual equipment will need to notify the library one week in advance. The group reserving the community room is responsible for lost or damaged equipment.

### **Reservations**

Reservations are required for use of the community room and activity room (if applicable). The activity room can be reserved with Library Director approval in special circumstances. The person in charge or representing the group must sign a reservation form for each use. Reservations for multiple dates are not allowed.

### **Group Study Rooms:**

There are two (2) rooms designated as quiet, study rooms. These rooms are available on first-come, first-serve basis and are limited to two hours use per day.

Approved by the Library Board August 12, 2015

## Lied Scottsbluff Public Library – Jane and Chet Fliesbach Community Room Application

Organization Name: \_\_\_\_\_

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

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

Contact Person \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Check-In Representative \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Meeting Topic \_\_\_\_\_

Expected number of attendees \_\_\_\_\_

Meeting Date \_\_\_\_\_

Start Time \_\_\_\_\_ End Time \_\_\_\_\_

**\*\*Meeting Room Hours: Monday – Thursday 9:00 a.m. – 6:45 p.m., Friday-Saturday 9:00 a.m. – 4:45 p.m.**

Please check whether your organization is: ☐ For Profit Business ☐ Non-Profit Organization

\*Any domestic non-profit corporation formed pursuant to the rules in Nebraska Revised Statute 21-2313, a foreign state equivalent, or who maintains 501(c)(3) tax exempt status may use the room free of charge.

As an authorized adult representative of the above organization, I hereby apply for the use of the community room as indicated above. I have read the policies and rules governing the use of the community room facilities and agree that they will be carefully observed. If a meeting is cancelled, I agree to notify the library as far in advance as possible.

Signed \_\_\_\_\_ Date \_\_\_\_\_

**Please note:** Community room reservations are not confirmed until this completed form and payment (if applicable) has been received and approved by designated library personnel.

**Appeal Process:** Groups or individuals who are denied use of the library's community room may appeal in writing to the Library Director. Mailing address: Lied Scottsbluff Public Library, Library Director's Office, 1809 3<sup>rd</sup> Avenue, Scottsbluff, NE 69361 Email address: [librarydirector@scottsbluff.org](mailto:librarydirector@scottsbluff.org) Fax: 308-630-6293

### For Library Use Only

☐ Application approved

☐ Application denied

Signed \_\_\_\_\_

Date \_\_\_\_\_

Contact's Signature \_\_\_\_\_

Date of Payment (if applicable) \_\_\_\_\_

Amount Received \_\_\_\_\_ Staff Initials \_\_\_\_\_

Cash Check

Approved by the Library Board August 12, 2015

## **Gift and Donations Policy**

### **Books and Materials Donations:**

Lied Scottsbluff Public Library welcomes donations of most books and audiovisual items in good condition. The library will not accept magazines, encyclopedias, or textbooks. Materials donated will be added to the library's collection if they meet the criteria of the materials selection policy. Materials not added will be sold at the annual Friends of the Lied Scottsbluff Public Library used book sale or disposed of. Large donations must be approved by the Library Director prior to acceptance.

### **Memorials and Monetary Donations:**

Monetary memorials or donations are appreciated by the library. Monetary gifts can be made payable to the Lied Scottsbluff Public Library Foundation. Non-monetary donations such as furniture, art, landscaping items, and equipment will be evaluated by the Library Director and the Library Board. The decision to accept such a donation is based on need, space, and appropriateness.

### **Restrictions of Use of Gifts:**

No restrictions on how monetary gifts may be used by the Library will be honored without prior approval of the Library Board. No gift shall be accepted subject to restrictions that would prohibit, or tend to inhibit, other gifts.

Approved by the Library Board August 12, 2015

## **Internet Use Policy**

In response to the continual advancement of technologies and the evolving informational needs of the community, Lied Scottsbluff Public Library offers access to the Internet. Internet access is just one of the many components of the library's mission to provide high quality public education to all ages. Internet access allows library customers to explore a wealth of online digital resources to further enhance their educational or enlightenment goals. However, because of the breadth of information on the Internet, the unstructured and unregulated nature of the Internet and the challenges of filtering, Lied Scottsbluff Public Library cannot control or be held responsible for the content of resources available on the Internet.

### **Parental Responsibilities:**

The Lied Scottsbluff Public Library does not serve *in loco parentis* (in place of a parent). The responsibility for what minors view or read on the Internet rests solely with the parent or guardian. Parental involvement is the best way to ensure a child's safety when online.

Below are a few recommended guidelines for parents or guardians to ensure children have a positive online experience, whether at home or at the library.

- Use of the Internet as a family
- Explore the wide range of available information on the Internet and explain what sites are appropriate or inappropriate
- Provide guidelines for your child on the amount of time they spend online
- Instruct your child to ALWAYS ask permission before using their full name, address, telephone number, or school name anywhere on the Internet
- Instruct your child to NEVER give out personal information online
- Instruct your child to NEVER arrange to meet any person they met while online, unless discussed with a parent or guardian. And never go without an adult
- Teach your child to be a good online consumer. Consider the information source, date and accuracy of all print and online resources

### **Public Accessibility Guidelines**

- Any person, regardless of age or residency may have access to the Internet and digital resources available through Lied Scottsbluff Public Library.
- Persons under the age of sixteen (16) years of age must use filtered Internet computers in the children's or teen areas as appropriate.
- Use of computers will be on a first-come, first-serve basis
- No more than two (2) people are allowed at one computer station
- Adults using a computer workstation must continue to supervise all children accompanying them to the library (see unattended children policy)

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- Computer users may not load any outside software programs
- Centralized printing is available. Customers are encouraged to print preview, as they are responsible for the cost of all printouts
- Wi-Fi access is available for mobile customers free of charge
- Users are not allowed to display any visual images containing nudity, obscenity or graphic violence, as defined by Nebraska State Statute 28-807 (6) (9) and (10)
- Library improper conduct policy applies to computer users

### **Non-Acceptable Use**

It is not acceptable to use the library's Internet services or equipment for any purpose that violates city ordinance, state or federal laws. Information and resources accessible via the Internet are private to the individuals and organizations that own or hold rights to those resources and information. Therefore it is not acceptable for any individual to use the Lied Scottsbluff Public Library Internet services or equipment to access or copy information unless permission to do so has been granted by the owners or holders of rights to those resources or information. Interference with or disruption of network users, services or equipment is not acceptable. Viewing of certain materials in the Library may be considered improper in time, place, or manner (i.e. nudity, obscenity, or graphic violence). The Library reserves the right to end an Internet session at any time.

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## **Library Use**

### **Obtaining a Library Card:**

There is no fee for residents or non-residents of Scottsbluff to obtain a library card. Customers are responsible for all materials checked out on their library card.

### **Library Card Registration:**

Lied Scottsbluff Public Library requires proper identification and proof of current residence to obtain a library card. The registration form will ask for:

- Full name
- Current mailing address
- Current physical address (if a P.O. Box is given)
  - \*If applicant receives mail at a P.O. Box, the applicant must provide proof of their current residential address in addition to the P.O. Box number.
- Date of Birth
- Phone Number

Any person under the age of sixteen (16) will be required to have a parent or legal guardian sign the registration form accepting responsibility for materials borrowed and any fees associated with their child's account.

### **Proper Identification:**

Any time something other than a current, state issued identification card or driver's license is offered as proof of identity, a photo ID will be required along with one proof of current residential address.

### **Proof of Current Residence: acceptable documents include**

- Address printed on a state issued ID or driver's license
- Piece of mail postmarked within the last 30 days
- Telephone, gas, electric or cable bill with registrant's name and address
- Motor vehicle registration
- Insurance card

### **Proof of Residential Address and Identification for Children:**

Children age sixteen (16) and above will be issued a library card provided they are able to present proper identification and proof of residential address. Otherwise, a parent or guardian must accompany them and be able to show proper identification and proof of residential address for themselves in order to obtain a library card for the child.

Approved by the Library Board August 12, 2015

Children under the age of sixteen (16) must be accompanied by a parent or guardian. This parent or guardian must show proper identification and proof of current residential address for themselves in order to obtain a library card for their child.

### **College Students**

College students may obtain a library card using the temporary local address of their local college residence as a primary address. However, their permanent home address must be listed as an alternate address on the registration form.

### **Present Card When Borrowing Materials:**

Any person wanting to borrow materials from the library or use the library's computers must possess their current library card in order to do so.

### **Library Card Replacement**

There will be a charge of \$1.00 for replacing a lost/damaged library card. Library customers will be asked to present a valid photo ID when replacing a lost library card.

### **Reporting a Lost/Stolen Library Card**

In the event a library customer's card is lost or stolen, it is the customer's responsibility to contact the library at 308-630-6250 to report it lost. Once marked lost, the card cannot be used by any person, therefore protecting the customer's account. If not reported, the customer will be responsible for all items checked out on their library card.

### **Loan Periods**

All library materials can be checked out for 14 days with the exception of mass market paperbacks (28 days) and DVDs (7 days). DVDs are limited to four items per library card. There is no limit on books, magazines, audiobooks or CDs. A receipt indicating dates due for each material will be given at time of checkout.

### **Renewals**

A library customer may renew checked out items up to three times, with the exception of DVDs which are limited to one renewal. Any items on hold for another customer are not renewable. Items may be renewed in-person, by phone or online.

### **Fines and Fees**

Lied Scottsbluff Public Library is committed to providing high quality education to all ages. Because of this commitment, the library does require that materials borrowed be returned on-time. Overdue items accrue fines at \$.10 per day (\$1.00 maximum per item). The exception to this is DVDs, which will accrue fines at \$1.00 per day (\$5.00 maximum per item).

Approved by the Library Board August 12, 2015

Overdue notices are sent to the customer's address on file. It is the customer's responsibility to update their address with the library if needed.

### **Lost and Damaged Items**

Materials are to be returned in the condition in which they are borrowed. Full replacement cost, including a processing fee, will be charged for each item lost or damaged. The library will accept replacement copies of lost or damaged books that meet specific standards. Please consult a library staff member before you obtain a replacement copy to ensure that it will comply with library standards.

### **Unpaid Accounts**

Despite the library's best efforts to remind library customers of overdue materials or outstanding account balances, the ultimate responsibility lies with the customer. If a library customer has materials that have been overdue for forty-five (45) days or more or has an outstanding balance of twenty-five (\$25) dollars or more, their account will be referred to the library's collection agency. Once an account is referred to the collection agency, a fifteen (\$15) dollar non-refundable referral fee will be added to the unpaid account.

### **Requesting Items**

If a library customer is looking for a popular title, but the item is checked out, a request/hold may be placed on the title. When the material is returned, the library will notify the customer that the material is ready for pick-up. Requests can be made in-person, by phone or online through the "my account" link on the library's online catalog. Materials on request will be held for ten (10) days.

### **No Refunds on Payments for Lost Materials**

Because the library makes every effort to quickly reorder replacement materials, refunds on payments for lost items cannot be provided. If a lost item is paid for and later found, the item becomes the property of the customer.

Approved by the Library Board August 12, 2015

## **Lied Scottsbluff Public Library Board By-Laws**

### **Article I: NAME**

This organization shall be called the "Lied Scottsbluff Public Library Board." The Board exists by virtue of the provisions of Sections 16-251 of the Revised Statutes of the State of Nebraska and of the 6-2-51 et seq. of the City Code of Scottsbluff Nebraska. The Board shall exercise the powers and authority and assume the responsibilities delegated to it under said Statutes and Code.

### **Article II: MEMBERS OF THE BOARD**

**Section I:** The board shall be composed of five (5) members who are appointed by City Council for five-year (5) terms.

**Section II:** The members' terms of office shall be staggered to provide for continuity in policy and orderly transition of membership.

**Section III:** Each member may serve two (2) consecutive terms, not including unexpired terms to fill a vacancy.

**Section IV:** Members are appointed from the city-at-large.

**Section V:** Recommendations for appointment to the Board are made by the Library Director, City Manager and Mayor. The members of the Board shall be appointed by the City Manager, with the approval of the City Council.

**Section VI:** Board members shall not receive any pay or compensation for any services rendered as a member of the Board, but shall be entitled to reimbursement for or direct payment of reasonable expenses incurred in connection with Board membership, such as library association membership dues and continuing education costs.

**Section VII:** A Board member who is absent from three (3) consecutive regular meetings or who has not attended at least half of the regular meetings in a twelve (12) month period shall be requested by the Board Chair to state in writing his/her intention of continuing serving on the Board.

### **Article III: OFFICERS AND THEIR DUTIES**

**Section I:** Officers are elected annually at the first meeting in October in accordance with City Ordinances.

**Section II:** It shall be the duty of the Board Chairperson to preside at all meetings of the Board, to appoint Board members to standing committees, subject to the approval of the Board and to carry out such other duties as the Board or these By-Laws may impose.

**Section III:** The Vice Chairperson shall preside at all meetings of the Board in the absence of the Board Chair and carry out such other duties as the Board or these By-Laws may impose.

**Section IV:** Should both the Board Chairperson and Vice Chairperson be absent for any meeting of the Board, a member shall be selected to preside by a motion.

**Section V:** In the event of the death, resignation or disability of the Board Chairperson, the Vice Chairperson shall assume the duties of the office of the Board Chairperson until a new Board Chairperson is elected.

**Section VI:** The Library Director is the appointed Executive Secretary to the Board and keeps a true and accurate record of all proceedings of the Board meetings, issues notices of all regular meetings and has custody of minutes and other records of the Board. It is the duty of the Director to notify the City Manager and Council of vacancies of the Board. The Executive Secretary may appoint a library staff member to assist in recording the minutes.

### **Article IV: MEETINGS**

**Section I:** The regular meetings of the Board are held on the second Wednesday of the month, beginning at 8:30 a.m. in the Library meeting room. Meetings are held monthly if necessary but no less than six times a year. Written notice of the time and place of the meeting shall be posted and published in conformity with the provisions of the law of the State of Nebraska.

**Section II:** Special meetings may be called by the Library Director, the Board Chairperson or upon request of any two members. Written notice of the time and place of the meeting shall be posted and published in conformity with the provisions of the law of the State of Nebraska.

**Section III:** Three members present constitute a quorum for transaction of business.

**Section IV:** No Board member shall vote on any matter, or participate in the discussion of any matter, which might reasonably be expected to result in a direct or indirect Financial Benefit other than that received as a member of the general public. "Financial Benefit" includes, but is not limited to: any interest that a member, or a member of the Board's immediate family, may have as an owner, shareholder, agent or principal of an entity which is the subject of such a vote or discussion.

**Section V:** Proceedings of all meetings shall be governed by Robert's Rules of Order.

#### **Article V: ORDER OF BUSINESS**

The order of business at regular meetings will be as follows:

Call to order

Notice of changes in the agenda

Citizens with business not scheduled on the agenda

Approve regular board meeting minutes

Petitions, communications, public input

Reports and recommendations from the Library Director and/or library staff

Action Items

Adjournment

#### **Article VI:**

**Section I:** These By-Laws may be amended at any meeting of the Board by the affirmative vote of at least three (3) members of the Board.

**Section II:** Notice of the proposed amendment must be given at the regular meeting previous to the meeting at which the proposed amendment is presented for consideration.

**Section III:** The text of the proposed amendment must be kept on file with the Executive Secretary for not less than 20 days.

**Last Revised: July 8, 2015**

## **Materials Selection Policy**

The purpose of this policy is to guide librarians and to inform the public about the rationale used when materials are selected for the library. A policy cannot replace the judgment of librarians, but clear objectives stated in this policy will assist library staff when choosing from a vast array of available materials.

### **Goals for material selection include:**

- Providing resources that fulfill our educational mission
- Advancement of knowledge
- Education and enlightenment of those within our community
- Recreational reading and/or viewing

The Lied Scottsbluff Public Library uses the Library Bill of Rights and Freedom to Read statements adopted by the American Library Association as the foundation of this materials selection policy and process.

### **Responsibility for Selection:**

The final responsibility for materials selection lies with the Library Director. At the Library Director's discretion, selection duties may be delegated to other library staff members as appropriate.

### **Use of Library Materials**

Lied Scottsbluff Public Library recognizes some items may be viewed as controversial and that any given item may offend some customers. Selection will not be made on the basis of any anticipated approval or disapproval. Works will be judged on their merits in order to build a well-rounded collection to better serve the vast and varied interest of all library users.

Library materials will not be marked or identified to show approval or disapproval of contents. The ultimate responsibility for library usage by children rests with the parents and legal guardians. Selection will not be inhibited by the possibility that library resources may come into the possession of children.

### **Criteria for Selection:**

These guidelines for material selection apply to all purchased or donated items. Several guidelines and combination of guidelines may be used.

#### **General Criteria for Selection:**

- Suitability of physical form for library use
- Suitability of subject and style for intended audience

Approved by the Library Board August 12, 2015

- Present and potential relevance to community needs
- Accuracy, appropriateness and effectiveness of medium to content
- Relation to existing collection and other materials on the subject
- Authority/reputation of the author
- Attention given by critics, reviewers and public interest/demand
- Ease of use, availability, price, and format

Demand is a valid factor in selection and shall be considered an important factor when materials are selected.

The collection should contain the various positions expressed on important and complicated or controversial questions, including unpopular or unorthodox positions. This library does not promote a particular view or opinion. Resources are provided in order for individuals to examine issues freely and make their own decisions.

#### **Maintaining the Collection:**

Any policy concerning selection of library materials should also incorporate collection maintenance. This includes:

- Keeping materials in attractive and useable condition
- Using the Crew Method of weeding (withdrawal) of outdated or worn materials, as well as withdrawing less essential materials to relieve space issues.
- Inventory to determine materials lost or missing

#### **Reconsideration of Materials:**

If any library customer believes that the library has not followed the material selection policy, they may speak with the Library Director at the earliest convenience of both parties. If the customer is not satisfied by the result of the first step, a materials complaint form may be requested from the Library Director, filled out completely and submitted for Library Board review. The Library Board shall consider the complaint and provide a timely, considered response to the library customer. The decision of the Library Board will be final.

Approved by the Library Board August 12, 2015

## **Mission/Vision Statements**

### **What we do:**

**Mission Statement:** Lied Scottsbluff Public Library delivers high quality public education for all ages.

- Pillar I: Self-Directed Education
- Pillar II: Research Assistance and Instruction
- Pillar III: Instructive and Enlightening Experiences

### **Why it matters:**

**Vision Statement:** Through delivery of high quality public education for all, Lied Scottsbluff Public Library advances the economy, enhancing quality of life in our community.

Approved by the Library Board August 12, 2015

## **Non-Discrimination Policy**

The Lied Scottsbluff Public Library maintains an educational environment that is free from discrimination and harassment. The Library does not discriminate on the basis of age, race, religion, sex, national origin, disability, sexual orientation, gender identity and expression, veteran status or any other characteristic protected by federal or state law. This policy shall prevail in all matters concerning staff members, the public and with individuals with whom the library does business.

**Approved by the Library Board August 12, 2015**

### **Patron Dress Code**

For safety and health concerns, all persons using the Library are required to wear a shirt and shoes.

Approved by the Library Board August 12, 2015

## **Personnel Policy**

Personnel employment, salaries, promotions, dismissal, retirement, vacation, sick leave, emergency leave, dress code and resignation shall be as stated by the current Personnel Manual for the City of Scottsbluff.

### **Library Hours**

The Library shall be open:

Monday through Thursday    9:00 a.m. – 7:00 p.m.

Friday and Saturday        9:00 a.m. – 5:00 p.m.

Sunday                        Closed

\*The hours are subject to change at the discretion of the Library Director after consultation with the City of Scottsbluff's City Manager.

### **Holidays:**

The Library will be closed on the following holidays:

New Year's Day

Labor Day

Martin Luther King Jr. Day

Veteran's Day

President's Day

Thanksgiving Day

Memorial Day

Day after Thanksgiving

Independence Day

Christmas Day

In keeping with the City of Scottsbluff's Personnel Manual, holidays shall be observed on the day they are observed by the State of Nebraska. When a holiday falls on a Saturday, the preceding Friday will be observed as the official holiday. When the holiday falls on a Sunday, the following Monday will be observed as the official holiday.

The Library will close no later than 4:00 p.m. on Thanksgiving Eve, Christmas Eve, and New Year's Eve.

If the Library Director believes the Library should be opened or closed for special circumstances, the decision will be made by the Library Director in consultation with the City of Scottsbluff's City Manager.

Approved by the Library Board August 12, 2015

**Staff Development**

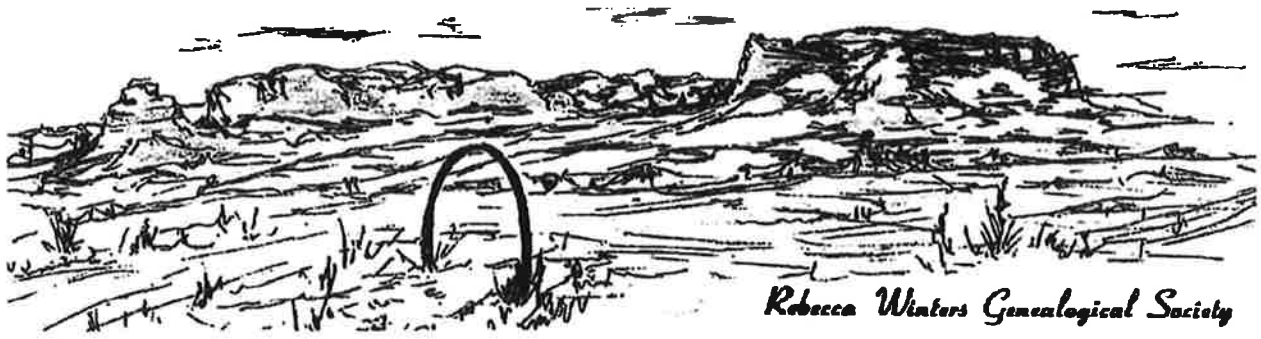
The Library encourages attendance of all staff and library board members at professional meetings, conferences and conventions. When possible, time will be allowed with pay for staff members to attend.

**Approved by the Library Board August 12, 2015**

## **Rebecca Winters Genealogical Society**

The Library accepts the policies and procedures of the Rebecca Winters Genealogical Society for the use of their genealogical collection housed at the Lied Scottsbluff Public Library. A letter dated July 15, 2015 is attached.

**Approved by the Library Board August 12, 2015**



*Rebecca Winters Genealogical Society*

Rebecca Winters Genealogical Society  
PO Box 323  
Scottsbluff, NE 69363-0323  
July 15, 2015

Abby Yellman, Director  
Lied Scottsbluff Public Library  
1809 Third Avenue  
Scottsbluff, NE 69361

Dear Abby,

The Rebecca Winters Genealogical Society has adopted the following guidelines of control over the Society's Library Collection which is housed in the Heritage Room.

1. Our library collection shall be open to use by the public. Our collection is housed behind locked doors and will need a key to access the materials. It is not necessary to have a member of the society present during use by non-members, but if assistance is desired, the members listed at the end of this letter may be contacted.
2. People desiring to access our collection are to come to your desk and request the keys.
  - a. Please ask them to sign their name, address and phone number in the book that we have provided for this use, noting the time that they receive the key.
  - b. When they return the key they are to note in the book the time that it is returned.
3. The person signing for the key shall be responsible for unlocking the doors, returning all materials and books to the bookcases, locking the bookcase doors and returning the key to the desk.

Members available to help:

Paula Bennett      308-220-0533-H  
                             308-672-9591-C  
Wanda Henkel      308-436-5816

Jeanie Knudtson      308-765-2033-C  
Jo Beeney              308-635-1547  
Karon Harvey        308-632-3410

We hope that this will clarify our position and make life easier for your librarians. If there are any questions or concerns, please contact me.

Sincerely,

Wanda Henkel, President

## **Resource Sharing**

Lied Scottsbluff Public Library recognizes that no single library can meet all the demands for materials. The Library is committed to cooperation with other libraries to strengthen services and resources of this library and other libraries.

The Library will borrow materials which are not owned by this library on interlibrary loan from other libraries. Guidelines of the Interlibrary Loan Code for Nebraska will be followed (see addendum). Interlibrary loan requests will be monitored to determine if a material purchase is advised.

The Library will lend materials to other libraries unless the material is rare, valuable or in great demand.

Library cardholders can request interlibrary loan services, but will be responsible for any postage or insurance fees. If a customer fails to pick-up an interlibrary loan request, the fees will be assessed on their account and must be paid prior to any further check outs or services.

**Approved by the Library Board August 12, 2015**

# **Interlibrary Loan Services**

## **Interlibrary Loan Code for Nebraska**

### **Introduction:**

This code is a voluntary agreement adopted by the Nebraska Library Association on October 25, 1990, to govern lending in Nebraska. It is intended to address general policies rather than specific procedures, given the changing nature of technologies and techniques. The code is further intended as a complement, not an impediment, to other resource sharing agreements.

Interlibrary loan is recognized as a basic library service for all ages and interests, and should be publicized as such to all members of the library's clientele. Lending between libraries is not sanctioned as a substitute for local collection development, however, except where cooperative collection agreements are in place.

Any library that is able to complete its borrowing request with full bibliographic information and verification, and can locate potential lenders is unrestricted by this code in forwarding that request to the potential lender(s) of its choice. Libraries that further request policy exceptions or special handling, such as telefacsimile delivery, may do so as needed by their users. Libraries are encouraged to be as generous as possible in accommodating special requests.

Finally, this code holds that interlibrary loan is: 1) in the public interest, and 2) dependent for its success on the mutual cooperation of those involved. Under the terms of this agreement, therefore, libraries should lend as well as borrow materials, with due regard to the difficulty of identifying potential lenders.

### **I. Definition**

An interlibrary loan is a transaction in which library material, or a copy of the material, is made available by one library to another upon request. The phrase "library materials" is understood to include all formats.

### **II. Purpose**

The purpose of the interlibrary loan as defined in this code is to obtain library material not available in the local library.

### **III. Scope**

Under the terms of this agreement, it is permissible to request on interlibrary loan any type of library material which the lending library is willing and able to lend.

### **IV. Responsibilities of Borrowing Libraries**

A. Each library should provide the resources to meet the ordinary needs and interests of its primary clientele. Material requested from another library under this code should generally be limited to those items that do not conform to the library's collection development policy or for

Approved by the Library Board August 12, 2015

which there is no recurring demand. Borrowing libraries are encouraged to review requests on a regular basis to determine future collection requirements.

B. Borrowing libraries should make every effort to exhaust their own resources before pursuing interlibrary loans.

C. The interlibrary loan staff of each library should be familiar with, and use, relevant manuals and reference sources. Any library without access to the major bibliographic location verification, and procedure tools may request assistance from their resource library or the Nebraska Library Commission.

D. Standard interlibrary loan forms/formats should be used for all requests, regardless of the means of transmission. Requests may be transmitted via electronic or traditional mail, telefacsimile, telephone, or any other means acceptable to the potential lender(s).

E. Each library should inform its users of the purpose of the interlibrary loan and of the library's interlibrary loan borrowing policy. Any member of the borrowing library's clientele should be eligible for interlibrary loan.

F. The borrowing library is responsible for compliance with the copyright law (Title 17, U.S. CODE) and its accompanying guidelines, and should inform its users of the applicable portions of the law. An indication of compliance must be provided with all photocopying requests.

G. Both the bibliographic citation and location of the requested material should be described as completely and accurately as possible following accepted bibliographic practices. If either their citation or the location cannot be verified, libraries should so indicate in their request and include information about the original source of citation. Any library needing assistance with verification, locations and/or procedures may enlist the aid of their resource library or the Nebraska Library Commission. If verification is disregarded, or the bibliographic data are incorrect, and unless special agreement otherwise provides, the lending library may return the request unfilled without special effort to identify the reference.

H. Lenders should be chosen equitably so as not to place the undue demand on a limited number of suppliers. Libraries should attempt to spread their borrowing requests across a large number of libraries, with due consideration given to accepted practice or consortia agreements.

I. The safety of borrowed materials is the responsibility of the borrowing library from the time the material leaves the lending library until it arrives back at the lending library. The borrowing library is responsible of packaging the material so as to ensure its return in good condition. If damage or loss occurs, the borrowing library must meet all costs of repair or replacement with the preferences of the lending library.

All requests and shipments shall be conspicuously labeled "Interlibrary Loan" on the outside of the package. Inside the package, the loaned material itself must be clearly identified. Such information should include the names of the borrowing and lending libraries, the ILL control number or any other identifying number appearing on the original request, and the due date.

J. The borrowing library and its users must comply with the conditions of loan established by the lending library. Unless specifically forbidden by the lending library, copying by the borrowing

Approved by the Library Board August 12, 2015

library is permitted provided that is in accordance with the copyright law and no damage to the original material would result.

K. The borrowing library should encourage library users to travel to other libraries for on-site access to material when extensive use of a collection is required or when the nature of the material makes lending inadvisable. The borrowing library should assist the user in making the necessary arrangement.

## **V. Responsibilities of Lending Libraries**

A. The decision to loan material, or to accommodate policy exceptions and special handling, is at the discretion of the lending library. Each library is encouraged, however, to interpret as generously as possible its own lending policy with due consideration to the interests of its primary clientele.

B. Lending libraries are encouraged to establish uniform policies regarding issues such as charges, page limits and renewals that conform to generally accepted practice or consortia agreements.

C. Each Nebraska library should formulate an ILL policy statement. This statement should be available at the library upon request and a copy should be forwarded to the Nebraska Library Commission. The Nebraska Library Commission will maintain a file of all interlibrary loan policy statements which become available to the Commission from libraries outside the state, as well as from Nebraska libraries. In addition, the Commission will produce an interlibrary loan directory of Nebraska.

D. The lending library should process requests promptly, and notify borrowers as soon as possible if unable to supply the material. Conditions of loan should be stated clearly and material should be packaged carefully. The lending library should notify the borrowing library when unable to fill a request. Stating the reason for not filling the request is optional unless:

1. The borrower has not indicated copyright compliance;
2. The item cannot be located as cited; or
3. The borrower must meet certain conditions for the loan.

E. All requests and shipments shall be conspicuously labeled "Interlibrary Loan" on the outside of the package. Inside the packaging, the loaned material itself must be clearly identified. Such information should include the names of the borrowing and lending libraries, the ILL control number or any other identifying number appearing on the original request, and the due date.

F. Before restricting borrowing privileges to a library, the lending library is responsible for informing the borrowing library of the reason for the restriction or suspension.

## **VI. Expenses**

A. The borrowing library should be prepared to assume any costs charged by the lending library and should attempt to anticipate charges and authorize maximum cost on the initial request. Libraries are encouraged to offer free or low cost interlibrary loans whenever possible.

Approved by the Library Board August 12, 2015

B. If the charges are more than nominal and not authorized by the borrowing library, the lending library should inform the requesting library and ask for authorization to proceed.

#### **VII. Duration of the Loan**

A. The duration of the loan, unless otherwise specified by the lending library, is the period of time the item may remain in the borrowing library disregarding the time spend in transit. The loan period shall be clearly indicated on the interlibrary loan form and on the library material. Borrowing libraries should encourage their users to use material within the time period allowed.

B. Interlibrary loan material should be returned promptly.

C. A renewal request should be sent in time to reach the lending library not later than the due date. If the lending library does not respond, it will be assumed that the renewal, for the same period as the original loan, is granted. Lending libraries are responsible for informing borrowers at the time of the request is filled if an item cannot be renewed. Borrowing libraries should in turn inform their users of renewal restrictions.

D. All material on loan is subject to recall, and the borrowing library should comply.

#### **VII. Violation of the Code**

Each library is responsible for maintaining the provisions of this code in good faith.

Approved by the Library Board August 12, 2015

## **Rules of Conduct**

Conduct that interferes with or discourages the educational mission of the Lied Scottsbluff Public Library is strictly prohibited. Section 51-212 of the Nebraska Statutes specifically gives public libraries the power to regulate the use of the library and to exclude from the library persons who violate or refuse to comply with the library's rules and regulations. Violations of local ordinances, state or federal law will be immediately reported to the Scottsbluff Police Department.

Improper Conduct may include, but is not limited to the following:

- Speaking in a voice louder than a normal conversation
- Inappropriate or disruptive use of cell phones (cell phones must be silenced when entering the library and conversations should be taken to the lobby area or outside the building).
- Improper use of library technology (see Computer Use and Internet Use Policy)
- Behaving in a manner which is either physically or verbally abusive to library staff or other library customers
- Running/horseplay
- Loitering, congregating in the entrances/walkways/parking lots which impedes indoor or outdoor traffic areas
- Swearing/cursing
- Public displays of affection
- Sleeping, drunkenness or consumption of alcohol or illegal drugs in the library or on library property
- Vandalism including marking, breaking or otherwise damaging any portion of the library building, paved areas, sidewalks or other structures constituting library property, including landscaping and grass
- Weapons of any kind
- Animals with the exception of service dogs. Service dogs must be leashed and with their owner at all times
- Misuse of restrooms, such as personal bathing, laundering clothes, etc.
- Unattended children (see unattended children policy)
- Smoking (see tobacco policy)
- Defacing or damaging library materials
- Theft
- Skateboards are not allowed in the library. For customer safety, skateboarding is not allowed on library sidewalks or in the parking lots.
- All bicycles must be placed in one of the two available bicycle racks located in front of the library. This is for customer safety. No exceptions.

Approved by the Library Board August 12, 2015  
Revised September 9, 2015

- Any activity deemed inappropriate in a learning environment by library staff or the Library Director

**\*\*Parents, guardians and caregivers, please keep in mind the library is a learning environment. If your child becomes unsettled and begins to loudly cry or scream, please take them immediately to the lobby or a nearby restroom until they are composed.**

#### Consequences for Improper Conduct

Any person who behaves in an improper manner may be asked to leave the library premises without a warning. If the individual is a child, the parent or caregiver will also be asked to leave. The Scottsbluff Police Department will be contacted if a person fails to obey a request to leave the library and its property from library staff.

If any person continues improper conduct after being readmitted to the library building after a previous violation, such person may be restricted from the library and its property for periods of one or more days, weeks or months, up to permanently, as may be deemed appropriate by the Library Director. Fair and reasonable consideration of the pertinent facts and circumstances will be evaluated.

#### Appeal Procedure:

1. Notice of Appeal: The Library Director's written determination may be appealed to the Library Board, if the individual aggrieved files a written notice of appeal within 10 days after he/she receives the determination. Such notice shall be filed with: both the Library Director and the Library Board Chairperson, c/o Lied Scottsbluff Public Library; 1809 3<sup>rd</sup> Avenue, Scottsbluff, NE 69361. The Board shall hold a special meeting within 30 days after the notice has been filed. The appellant shall be notified at least 10 days before the special meeting.
2. Special Meeting: The Library Board Chairperson shall conduct the special meeting. The appellant may present any relevant information regarding the appeal of their restriction to the library board for their consideration. The library director will also be present to answer questions regarding the restriction if necessary.
3. Decision. Within 30 days of the completion of the hearing, the Board shall issue a written decision stating the reasons therefore. The Board shall have the power to affirm or reverse the written determination. The decision of the Board shall be final.

Approved by the Library Board August 12, 2015  
Revised September 9, 2015

## **Telephone Use**

The Lied Scottsbluff Public Library does not allow library customers to use staff phones for personal use. In cases of emergency, library customers may make a phone call at the circulation desk. The call must be local and last no longer than one minute. Staff will monitor to ensure the call is in fact an emergency. Abuse of this policy will result in future requests being denied.

The Library does not have a public address system or intercom. Therefore, the library staff cannot be expected to receive calls requesting staff to find someone in the library. This is not an efficient use of staff time, as it takes away from customers in the library needing assistance, as well as customers attempting to call the library for over-the-phone help and service.

**Approved by the Library Board August 12, 2015**

## **Tobacco Policy**

All persons are prohibited from using any tobacco products in the library, including traditional tobacco products, as well as smokeless tobacco, electronic cigarettes and vaporizers of any kind. This policy is consistent with the Nebraska Clean Indoor Air Act (LB395).

Any person using tobacco products on the library's property must do so outside, at least twenty (20) feet from the building.

Approved by the Library Board August 12, 2015

## **Unattended Children Policy**

The Lied Scottsbluff Public Library encourages children and families to use its facility together. To better protect children while using the Library and to provide all customers with a facility that is safe, pleasant and conducive to library use, the following guidelines must be observed:

1. A caregiver over the age of sixteen (16) must accompany every person under the age of eight (8). The caregiver is responsible for the behavior and supervision of children in their care while at the library.
2. The library reserves the right to contact parents, guardians or proper authorities if minors are left unattended and require supervision.
3. Caregivers of children under the age of eight (8) must stay within the line of sight of the children.
4. Parents, guardians, and caregivers should be aware of Library opening and closing times and make suitable arrangements to meet and/or transport their children. In the event that a minor age sixteen (16) or younger is left after library hours and no one can be contacted to provide transportation, the staff will call the Scottsbluff Police Department for assistance. Staff will not transport children home or to any other destination under any circumstances.

Approved by the Library Board August 12, 2015

## **Volunteer Policy**

Lied Scottsbluff Public Library welcomes volunteers. A volunteer is defined as a person assisting with public library service without monetary compensation. All volunteers are required to complete a volunteer application form. This volunteer application form once submitted to library staff will be reviewed by the Library Director and supervisors. Upon review, the Library Director and supervisors will contact the applicant within seven days. Volunteers are subject to a criminal background check through the Scottsbluff Police Department and are subject to the same physical requirements and rules of conduct as City of Scottsbluff employees. Based on City of Scottsbluff policy, the library does not allow applicants serving court-ordered diversion or other types of mandated community service to volunteer at the library.

**Approved by the Library Board August 12, 2015**

## Lied Scottsbluff Public Library – Volunteer Application

Name \_\_\_\_\_ Address \_\_\_\_\_

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

\*Parent/Guardian \_\_\_\_\_ Phone \_\_\_\_\_

\*if applicant is under 18 years of age

How often would you like to volunteer? (Check one) ☐ daily ☐ weekly ☐ monthly

Do you have specific amount of hours you need to complete? If so, how many hours of service would you like to complete at the library? \_\_\_\_\_

Are these hours needed as a school or class requirement? \_\_\_\_\_

Are these hours Court-Ordered or for a Diversion Plan? ☐ Yes ☐ No

What would you like to gain from this experience? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Are you physically able to bend, stretch, lift, and push carts that are part of the library experience? (Approximately 10-25 lbs.) Yes ☐ ☐

Please list the times you are available to volunteer: (Library hours are Monday-Thursday 9:00 a.m. to 7:00 p.m. and Friday & Saturday 9:00 a.m. – 5:00 p.m.)

Monday Tuesday Wednesday Thursday Friday Saturday

Are you familiar with the arrangement of the Library and the Dewey Decimal System?  
☐ Yes ☐ No

**Please read the paragraph below and indicate whether you understand and agree to the following terms:**

I understand that Lied Scottsbluff Public Library reserves the right to accept or decline volunteers based on our ability to train and supervise volunteers who may apply at any given time. Volunteers may be dismissed for conduct which is contrary to Lied Scottsbluff Public Library policy. Volunteers must also agree to undergo a background check.

**By signing below, I agree to these terms:**

Signature of Volunteer Applicant \_\_\_\_\_ Date \_\_\_\_\_

Approved by the Library Board August 12, 2015

## **Lied Scottsbluff Public Library**

### **2015 – 2018 Strategic Plan**

#### **Purpose Statement:**

Strategic plans are used to communicate an organization's goals and the strategies needed to achieve these goals. Through the development and implementation of the following strategic plan, the Lied Scottsbluff Public Library will have a guiding document, which will be reviewed annually, to help better provide library services to the community it serves. Outlined in this plan are the library's mission and vision, priority areas, as well as the goals and strategies directly linked to community needs. This plan will guide the director's allocation of financial resources, as well as serve as a guiding document for all library staff. This document also provides all key library stakeholders (i.e. City administration, City Council, Library Board members, and the citizens of Scottsbluff) a specific description of how the Library will design services to meet community needs over the next three years.

The 2015-2018 strategic plan was created and developed through a six-month long process involving feedback from the Library Board, Friends of the Library, City administration, as well as the Library staff. The library completed the Edge Initiative Assessment in the Spring 2015. The library also conducted a ten-question survey, both online and in print, of which it received thirty-eight respondents. Once all the feedback and data was reviewed, as well as consideration for current budget allocations, the 2015-2018 strategic plan was developed.

#### **Lied Scottsbluff Public Library Board Members:**

Robert Polk – Board Chairperson	John Marshall – Board Member
Doug Mader – Board Vice-Chairperson	Victoria Casillas – Board Member
Marg Dredla – Board Member	

#### **Lied Scottsbluff Public Library Staff:**

Abby Yellman, Library Director	Judith Oltmanns, Technical Services Librarian
Debra Carlson, Children's Librarian	Jana Kehn, Library Assistant
Roberta Boyd, Library Assistant	Sherry Preston, Library Assistant
Kathy Powers, Library Assistant	James Pauley, Library Technician
Jessie Lopez, Library Technician	

Approved by the Library Board September 9, 2015

### **City of Scottsbluff Mission Statement:**

The City of Scottsbluff's mission is to promote a safe, healthy environment for its citizens, visitors and business community; by providing essential services and infrastructure as well as opportunities for growth in a fair, fiscally responsible manner.

### **Lied Scottsbluff Public Library Mission Statement:**

Lied Scottsbluff Public Library delivers high quality public education for all ages.

### **Lied Scottsbluff Public Library Vision Statement:**

Through the delivery of high quality public education for all ages, the Lied Scottsbluff Public Library advances the economy, enhancing quality of life in our community.

### **Community Profile:**

The City of Scottsbluff is located in Scotts Bluff county in western Nebraska. As of 2013, the population of Scottsbluff was estimated to be 15,015. The racial make-up of Scottsbluff is 74.9% white, non-Hispanic. 25.1% of the population is Hispanic of any race, 0.8% African American, 1.9% American Indian, 0.8% Asian and 1.5% of mixed race.

Based on census data from 2013, 83.9% of the population has attained a high school degree or higher. Approximately 20% of the population ages 25 and up have earned a Bachelor's degree or higher. Despite Nebraska's state average graduation rate of 89% in 2014, Scottsbluff Public Schools remains lower at 80%.

Median household income rests at \$36,750, which is well below both state and national averages exceeding \$50,000. 17.7% of Scottsbluff's population lives below the poverty level.

### **Community Needs:**

In conversations with community leaders, including City administration, the following outline pressing community needs for the City of Scottsbluff.

- Growth of the economy through the attraction of new businesses, as well as growth of existing local businesses

Approved by the Library Board September 9, 2015

- Lessen the impact of poverty on all families
- Educational support for all children and teens through graduation day
- Continuing education opportunities for adults to enhance job skills, especially in the area of technology, in hopes of creating a more skilled labor force.
- Recruit and retain young people and new families
- Provide enlightening recreational and cultural opportunities for all ages

### **Library Analysis:**

Throughout this process, the Library had to assess its strengths and weaknesses in order to better address the community needs listed above.

The Library's mission is focused on delivering high quality public education for all ages. Education is a key economic driver. The freedom to pursue education is a must for any community to thrive. Through library print and digital resources, as well as multiple continuing education workshops, the Library is ensuring equitable educational opportunities to all in the community regardless of age, race or socio-economic status. Through early literacy programs and resources, the library reduces the negative effect poverty can have on school performance for all children.

By providing free Internet access, including Wi-Fi connectivity, those in poverty can remain connected to needed resources, such as government assistance, employment opportunities and job assistance sites like NEworks. Educational opportunities range from self-directed, customer-led instruction to research assistance and instruction from staff and community partners. Educational opportunities ranging from literacy to technology skills are available both through trained library staff or community partners with an expertise in the subject taught.

The 2011 renovation and grand re-opening of the library facilities have enabled the Library to assist with the community's effort to recruit and retain young people and families. When making the decision to move into a new community or to stay within that community, most will evaluate the quality of the educational institutions (i.e. schools, public libraries, local colleges, etc.), as well as the recreational facilities available for quality of life purposes. By marketing its programs and services, the Library has a gateway to engage young families and individuals by connecting them with the community they live in.

Despite our many strengths, the Library currently suffers from a stagnate library budget, as well as lack of adequate staffing, both for the size of the Library building and the number of programs and services provided by the Library. Funding and staffing will have a great impact on whether or not this strategic plan can reach its full potential. The Director will continue to work with

Approved by the Library Board September 9, 2015

City leaders and the Library Board to find both funding and staffing solutions to improve the library's programs and services.

### **Priority Areas:**

Through this analysis, the library created three priority areas as part of its mission to help meet the needs of the community. Below are the three priority areas and brief explanation of what each area encompasses in relation to the Library and its services.

#### **Priority Area I: Self-Directed Education**

- Comprehensive, current and relevant collection of materials, both in print and digital formats
- Inclusion of multiple formats and elimination of the obsolete
- Convenient access, both in-house and remotely to library resources
- Efficient access through timely handling of all materials

#### **Priority Area II: Research Assistance and Instruction**

- Assistance provided to library customers with research needs and guidance to ensure successful results
- Conduct research on behalf of library customers when time is sensitive
- Teach effective research strategies to all library customers to achieve more accurate research results
- Develop, teach or partner with organizations to provide educational classes and workshops

#### **Priority Area III: Instructive and Enlightening Experiences**

- Further the library as the community's living room, cultural and educational center
- Positive and lasting impressions made on all library customers regardless of their request or reason for using the library
- Frequent communication through the media, social media outlets and community organizations to advocate the library's mission and services

### **Goals:**

The goals listed below were developed through analysis of Edge Assessment and public survey results, as well as both formal and informal conversations with stakeholders. Each goal will have a timeline for completion.

Approved by the Library Board September 9, 2015

**1. The library will cultivate a print and digital collection to better serve the educational, cultural and enlightenment needs of the community. (Priority Area I)**

**Strategies:**

- The Library will increase digital library collections (Ongoing)
  - Explore costs and acquire collections for digital magazines (ex: Zinio), digital music (ex: Freegal), streaming video and possibly OverDrive Advantage to enhance eBooks and downloadable audiobooks.
- The Library will maintain and invigorate the library's print collection (Ongoing)
  - Use the CREW method to withdraw old materials based on currency, accuracy, condition, popularity and obsolete formats if applicable.
  - Acquire new materials to meet the library's educational and enlightenment mission and provide timely access to library customers.
- The Library will restructure existing print Spanish language materials (Spring 2016)
  - Withdraw existing Spanish collection of materials and purchase new materials to reestablish this collection for both the native Spanish speaking community, as well as English as a Second Language Learners

**2. The Library will continue to expand and diversify its educational, cultural and enlightenment classes and workshops for adults, teens and children. (Priority Area II, III)**

**Strategies:**

- The Library will nurture current and establish new local and state partnerships with various organizations (Ongoing)
  - Examples of partnerships include: AIM Career Link, Nebraska Job Workforce, Humanities Nebraska, Midwest Theater, Western Nebraska Community College, Western Nebraska Arts Center, Omaha Conservatory of Music, local public and private schools, etc.
- The Library will provide technology trainings for individuals on a variety of topics (i.e. Basic Computer Skills, Apps, Social Media, Microsoft Office, etc.) (Monthly)
- The Library will research, fund and facilitate literary and author events (Ongoing)

**3. The Library will foster an organizational culture of education and innovation through professional staff development. (Priority Area I, II, III)**

**Strategies:**

Approved by the Library Board September 9, 2015

- Library staff will participate in professional conferences (ALA, PLA, NLA or other conferences related to the mission of the library. (Annually)
- Library staff will participate in various Nebraska Library Commission sponsored webinars and trainings, as well as locally sponsored meetings and trainings provided by the Western Library System. (Ongoing)
- The library staff will participate in monthly staff development meetings for internal professional development and cross-training. (Monthly)

**4. The Library will create opportunities for individuals to access, interact and innovate using new technologies (Priority Areas II, III)**

**Strategies:**

- The Library will provide hands-on interactive technology training classes for all ages. (Monthly)
- The Library will research and seek funding for the implementation of eReaders and/or tablets for both technology training classes and circulation (Spring 2017)
- The Library will seek funding for implementation of SIRSI Dynix tools needed to enhance library customer access and experience, such as Mobile Circ, SMS capability, Book Myne and other mobile tools. (Spring 2017)
- The Library will seek partners to implement an annual “technology showcase” event, which will exhibit new technologies to the community with the goal of this becoming an annual event. (Spring 2017)

**5. The Library will empower the community’s youth through engagement, education and enlightenment opportunities from birth through graduation.**

**Strategies:**

- The Library will purchase an AWE Early Literacy Learning System for early childhood education and STEM support (Fall 2015)
- The Library will continue successful programs for children, such as the annual summer reading program, story times, Cradle Catchers, KinderCarding, LEGO Club and other special events geared to children and incorporating literacy themes. (Ongoing)
- The Library will seek new ways to engage teens through the creation of classes and/or events, restructuring of the Teen Advisory Council (TAC), and CoderDojo. (Ongoing)
- The Library will incorporate the use of technology in everyday youth programming, such as story times, summer reading, etc. (Fall 2016)
- The Library will seek and support partnerships that bring new opportunities for the community’s youth (i.e. programs like Violin Sprouts). (Ongoing)

Approved by the Library Board September 9, 2015

**6. The Library will actively and consistently market its services and events to all.**

**Strategies:**

- The Library will utilize local media to advocate library services and events to the community. (Ongoing)
- The Library will utilize social media platforms such as Facebook, Twitter and other related social media sites to advocate library services and events to the community. (Daily)
- The Library Director will participate in local service organizations (i.e. Kiwanis, Next Young Professionals, etc.). (Monthly)
- The Library will participate in local community events to better advocate services and events to all in the community. (Bi-Monthly)

**Summary:**

Through the implementation of the 2015-2018 strategic plan, the Lied Scottsbluff Public Library hopes to remain an energetic, innovative and vital part of the City of Scottsbluff, both in the eyes of our stakeholders and those in our community. This is a living document. The Library Director and Library Board will conduct a fall review of the strategic plan annually. Any known statistical data will be updated as appropriate.

Approved by the Library Board September 9, 2015

# **City of Scottsbluff, Nebraska**

**Monday, September 21, 2015**

**Regular Meeting**

## **Item Reports2**

**Council discussion regarding offer from American Tower to purchase tower site at 23 Club and give instructions to staff.**

**Staff Contact: Rick Kuckkahn, City Manager**



August 31, 2015

CITY OF SCOTTSBLUFF NE  
1818 AVE A  
SCOTTSBLUFF, NE 69363

**RE: American Tower Site No. 421226 / NE01-HIRAM SCOTT NE**

Dear Valued Landlord,

As you may already be aware, American Tower Corporation, through one or more affiliates, recently entered into a transaction with Verizon Wireless pursuant to which American Tower subleases, manages, operates and maintains, as applicable, a telecommunication site located on your property. As a leading independent operator of wireless and broadcast communication sites, American Tower understands the importance of maintaining long term relationships with **landlords**. **Over the past several years, an increasing number of landlords have contacted us about taking advantage of the equity in the tower located on their property by selling their lease agreement for a lump-sum payment.**

In connection with this interest and our own desire to establish a long-term relationship with you, American Tower is pleased to present you with a conditional offer of **\$128,000.00** structured as one of the options described below:

- Lump sum cash payment in exchange for fee-simple or perpetual easement interest in your property paid at close in lieu of rental payments
- Perpetual Easement for monthly or annual installments payments greater than your current lease payment personalized to best fit your financial needs

Many landlords have also inquired about extending their ground lease to preserve their rental income stream. If this is your preference, we are delighted to present you with the following conditional offer:

- A one-time signing bonus of **\$15,000.00**
- Extend your current lease with Verizon Wireless for an additional five (5) years beyond the current expiration date with options to renew for seven (7) additional five (5) year terms
- All rental payments and escalations to remain in full force and effect through the extended term

If you are interested in discussing either of these options or have been approached by other companies interested in purchasing your lease, ***we want to hear from you!*** We can likely match or exceed any offers you receive and will work with you to structure a plan best suited to meet your long-term financial needs.

Respectfully,

**Matt Brannan**

*Account Manager, Land Acquisitions*

[matt.brannan@americantower.com](mailto:matt.brannan@americantower.com)

**Direct:** 781-926-4615 or **Toll Free:** 1-866-586-9377 (Option 4 and ask to speak with Matt Brannan)

**\*\*PLEASE NOTE: This conditional offer expires on September 30, 2015 and is for discussion purposes only. The parties will not be bound in any respect until and unless a written agreement is signed by all applicable parties.**

# **City of Scottsbluff, Nebraska**

**Monday, September 21, 2015**

**Regular Meeting**

## **Item Reports3**

**Council directions and instructions to staff regarding proposed improvements to Cleveland Field.**

**Staff Contact: Mark Bohl, Public Works Director**

August 21, 2015

Mark Bohl  
City of Scottsbluff  
2525 Circle Drive  
Scottsbluff, NE 69361

RE: Cleveland Field Improvements

Dear Mark:

After the meeting held on site Tuesday, August 18<sup>th</sup>, we understand that the City along with cooperation and assistance from WNCC Baseball would like to pursue improvements to Cleveland field including the installation of a new concrete pad for ADA seating, new backstop with supports installed as needed, and new dugouts.

Attached to this document are several clarification items: 1) a map of the proposed site, and 2) standard terms and conditions for this proposal.

**Project Scope:** We propose to render professional engineering and planning services as outlined below:

- Topographic survey of the site.
- Structural review of the existing building and stands for possible connection to and support of the new backstop.
- Design for structural support of the new backstop.
- Design of handicap ramps and slab extending out from the bottom row of the existing bleachers (approximately 10').
- Design of details for two new dugouts.

Deliverables will include design documents for construction as well as any specifications needed to accompany design documents.

**Services not part of this proposal:** Additional services that maybe requested, but not included with this proposal include construction staking, construction testing and inspection, bid documents and construction contract administration (we assume work is to be provided by City crews or hired directly to a local contractor).

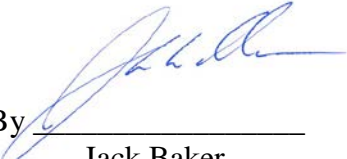
**Timeline:** We will complete the scope outlined within 30 calendar days from the start date.

**Payment:** Payment for our services will be on an hourly basis according to our standard rate schedule up to a not-to-exceed amount of \$5,400.

Please review the attached information and contact us with any questions. If this proposal is agreeable, you may sign as indicated below and initial the attached terms and conditions. We look forward to working with you on this project.

Respectfully submitted,

Baker & Associates, Inc.

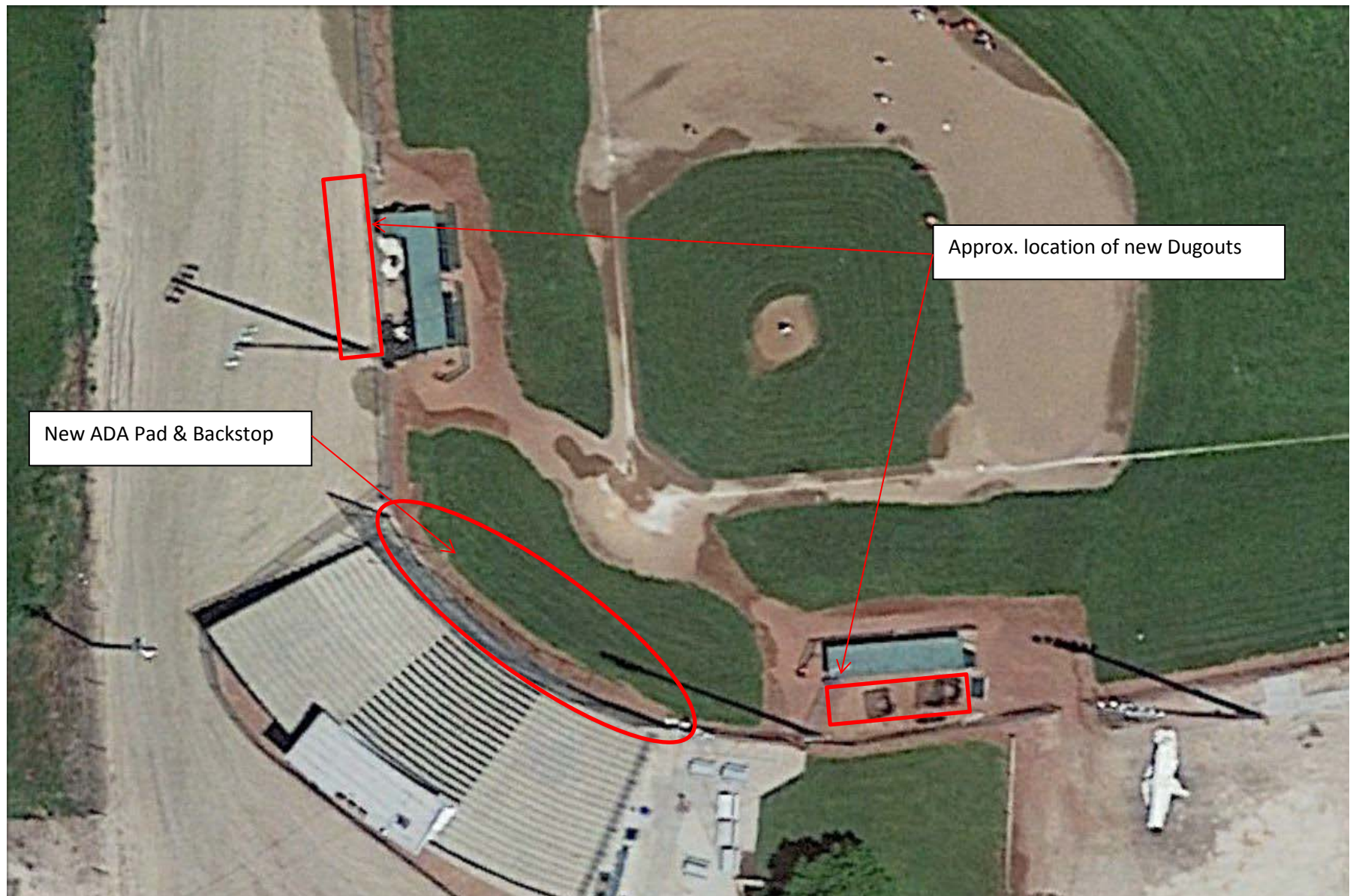
By   
\_\_\_\_\_  
Jack Baker

The above proposal is accepted by the City of Scottsbluff (Client).

BY: \_\_\_\_\_  
City of Scottsbluff

DATE: \_\_\_\_\_

## Proposed Cleveland Field Improvements



## **Terms and Conditions**

Baker & Associates, Inc., a Nebraska corporation, shall perform the services outlined in this agreement for the stated fee arrangement.

### **Access To Site:**

Unless otherwise stated, Baker & Associates, Inc. will have access to the site for activities necessary for the performance of the services. Baker & Associates, Inc. will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

### **Dispute Resolution:**

Any claims or disputes made during the performance of services outlined in this agreement between the Client and Baker & Associates, Inc. shall be submitted to non-binding mediation. Client and Baker & Associates, Inc. agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, supplies and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

### **Billing/Payments:**

Invoices for Baker & Associates, Inc.'s services shall be submitted, at the Baker & Associates, Inc.'s option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, Baker & Associates, Inc. may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

### **Late Payments:**

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after the billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

### **Indemnification:**

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless Baker & Associates, Inc., his or her officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance (by any of the parties above named) of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of Baker & Associates, Inc.

### **Certifications, Guarantees and Warranties:**

Baker & Associates, Inc. shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence Baker & Associates, Inc. cannot ascertain.

### **Limitation of Liability:**

In recognition of the relative risks, rewards and benefits of the project to both the Client and Baker & Associates, Inc., the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, Baker & Associates, Inc.'s total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed \$50,000. Such causes include, but are not limited to, Baker & Associates, Inc.'s negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Initial here: \_\_\_\_\_ (Baker & Associates, Inc.) \_\_\_\_\_ (Client).

### **Termination of Services:**

This agreement may be terminated by the Client or Baker & Associates, Inc. should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay Baker & Associates, Inc. for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

### **Documents:**

All documents produced by Baker & Associates, Inc. under this agreement shall remain the property of Baker & Associates, Inc. as instruments of service and may not be used by the Client for any other endeavor without the written consent of Baker & Associates, Inc. Baker & Associates, Inc. shall retain all common law, statutory and other reserved rights, including the copyright thereto. Final documents shall be the hard or paper document that is signed and sealed by the Engineer. Electronic media shall not be provided, unless specifically agreed to in the Scope of Services.

### **Applicable Law:**

Unless otherwise specified, this Agreement shall be governed by the laws of the State of Nebraska.

# **City of Scottsbluff, Nebraska**

**Monday, September 21, 2015**

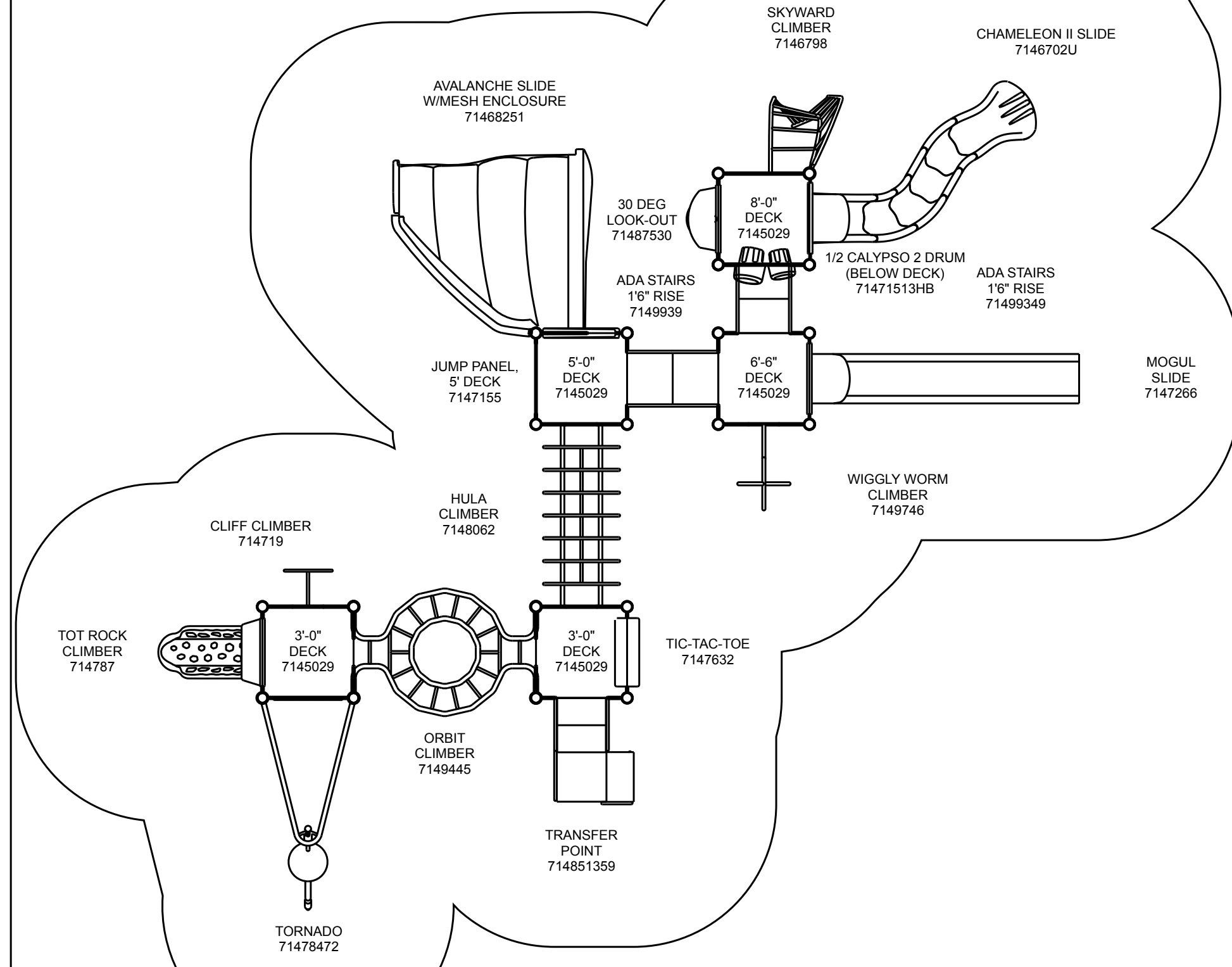
**Regular Meeting**

## **Item Reports4**

**Council to consider playground proposals and funding source for Frank Park playground equipment.**

**Staff Contact: Perry Mader, Park and Rec Director**

## Scottsbluff, NE



To verify product certification, visit [www.ipema.org](http://www.ipema.org)



<b>CROUCH RECREATION</b> 2435 S 156th Circle Omaha,NE		PHONE NO: (402) 496-2669 FAX NO: (402) 496-2670		11_42256624697		To promote safe and proper equipment use by children. Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each playsystem's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play.	THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.
GROUND SPACE: 40'-6" x 37'-0"		COMPLIES TO ASTM/CPSC					
PROTECTIVE AREA: 54'-6" x 50'-6"							AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS
DRAWN BY: Eric Crouch		DATE: 9/10/2015					



**Sales Representative**

Crouch Recreational Design, Inc.

2435 S 156th Circle

Omaha, NE 68130

Phone: (800) 747-7528 Fax: (402) 496-2018

**Equipment Quotation**

Quote Number: 11150398

Quote Date: 09/10/2015

Customer Number 6936A04

Terms of Sale: Net 30

Customer Class: 1. Parks & Rec

Shipping Method: Best Way

Freight Terms: Prepaid

Approximate Ship Date: ASAP

Cust PO Num:

**PO Remittance (if other than Sales Representative):**

**Prepared** CITY OF SCOTTS BLUFF

**For:** 2525 Circle Drive

SCOTTS BLUFF, NE 69361

rdeeds@scottsbuff.org

**Location:** CITY OF SCOTTS BLUFF

2525 Circle Drive

SCOTTS BLUFF, NE 69361

**Payment** Miracle Recreation Equipment Company

**Remittance:** PO Box 204757, Dallas, TX 75320-4757

**Shipping/** Rick Deeds (308) 632-0058

**Delivery** 308-632-0036

**Contact:**

**Payment/** Rick Deeds (308) 632-0058

**Accounting** 308-632-0036

**Contact:**

Quantity	Item Number	Description	Price Each	Price Total
1	71478472	TORNADO	\$2,821.00	\$2,821.00
5	7145029	SQUARE DECK (ATTACHES TO 4 POSTS)	\$841.00	\$4,205.00
3	7145493	5" OD X 112" POST (3' DECK)	\$226.00	\$678.00
3	7145494	5" OD X 124" POST (4 DECK)	\$245.00	\$735.00
6	714552	5" OD X 136" POST (3' TO 5' DECKS)	\$260.00	\$1,560.00
4	714553	5" OD X 160" POST (5'6" TO 6'6" DECKS)	\$300.00	\$1,200.00
4	714554	5" OD X 178" POST (7' TO 8' DECKS)	\$350.00	\$1,400.00
1	7146702u	CHAM II ENTRY & EXIT VORTEX (7' - 8'6" DECK)	\$1,969.00	\$1,969.00
1	7146704	CHAMELEON II SHORT STRAIGHT SECTION	\$420.00	\$420.00
1	7146705	CHAMELEON II RIGHT SECTION	\$420.00	\$420.00
2	7146706	CHAMELEON II LEFT SECTION	\$420.00	\$840.00
1	714670ez	CHAM II ENTRY SECT-PRICE INCL IN EXIT MODEL	\$0.00	\$0.00
1	714670pz	CHAM II PANEL-PRICE NCLUDED IN EXIT MODEL	\$0.00	\$0.00
1	7146798	SKYWARD CLIMBER (8' DECK)	\$1,650.00	\$1,650.00
1	71468251	AVALANCE INCLUSIVE SLIDE W/MESH (5' DECK)	\$3,995.00	\$3,995.00
1	71471513hb	CALYPSO 2 DRUM 1/2 PANEL (BELOW DECK)	\$962.00	\$962.00
1	7147155	JUMP PANEL (5' DECK)	\$714.00	\$714.00
1	714719	CLIFF CLIMBER (3' & 5' DECK)	\$672.00	\$672.00
1	7147266	MOGUL SLIDE-ONE PIECE (6'6" DECK)	\$1,816.00	\$1,816.00
1	7147632	TIC-TAC-TOE PANEL	\$986.00	\$986.00
1	714787	TOT ROCK CLIMBER (3' DECK)	\$956.00	\$956.00
1	7148062	HULA CLIMBER BETWEEN DECKS W/2' RISE	\$1,321.00	\$1,321.00
2	7148135	DECK ENCL FOR OVERHEAD CLIMBERS (ONLY)	\$392.00	\$784.00
1	7148161	WIRE MESH ENCLOSURE	\$314.00	\$314.00

Quantity	Item Number	Description	Price Each	Price Total
1	714851359	SQUARE TRANSFER POINT W/OPEN HR (3' DECK)	\$1,856.00	\$1,856.00
1	71487530	LOOK-OUT BUBBLE PANEL 30 DEGREE	\$778.00	\$778.00
1	7149445	ORBIT CLIMBER (ONLY)	\$1,294.00	\$1,294.00
1	7149746	WIGGLY WORM CLIMBER (5' OR 6'6" DECK)	\$1,091.00	\$1,091.00
1	71499349	ADA STAIRS BETWEEN DECKS W/1'6" RISE 4' SPAN	\$2,360.00	\$2,360.00
1	7149939	ADA STAIRS BTWN DECKS W/1'6" RISE	\$2,239.00	\$2,239.00

**Color List:**

System: HAGS Item Number: 71478472 Quantity: 1

System: KC

<b>Equipment Total:</b>	\$40,036.00
<b>Freight:</b>	\$1,857.06
<b>Discount:</b>	\$16,100.00
<b>Other Charge:</b>	\$3,100.00
<b>SubTotal:</b>	\$28,893.06
<b>Tax:</b>	\$0.00
<b>Grand Total:</b>	\$28,893.06

**Notes:**

OTHER CHARGE IS FOR ENGINEERED WOOD FIBER WITH 33% COMPACTION. Thank you!

This Quote shall not become a binding contract until signed and delivered by both Customer and Miracle Recreation Equipment Company ("Miracle"). Sales Representative is not authorized to sign this Quote on behalf of Miracle or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "Miracle Sales Administration" via fax (417) 235-3551 or email: orders@miraclerec.com. Upon acceptance, Miracle will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or email.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the Equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 204757, Dallas, TX 75320-4757, unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense. Purchase orders and payments should be made to the order of Miracle Recreation Equipment Company.

**Quote Number:** 11150398 **Quote Date:** 09/10/2015 **Equipment Total:** \$40,036.00 **Grand Total:** \$28,893.06

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY MIRACLE.

**Submitted By**

**Printed Name and Title**

**Date**

THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY MIRACLE RECREATION EQUIPMENT COMPANY.

**By:**

**Date:**

## ADDITIONAL TERMS CONDITIONS OF SALE

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with Miracle's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, Miracle shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with Miracle to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by Miracle of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys' fees plus any costs of collection incurred by Miracle in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to Miracle as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by Miracle within ten (10) days after the date on which due.

3. Limitation of Warranty/ Indemnity. MIRACLE MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. MIRACLE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE MIRACLE HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMER'S ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH MIRACLE'S INSTALLATION AND OWNER'S MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to Miracle, and Miracle hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that Miracle may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

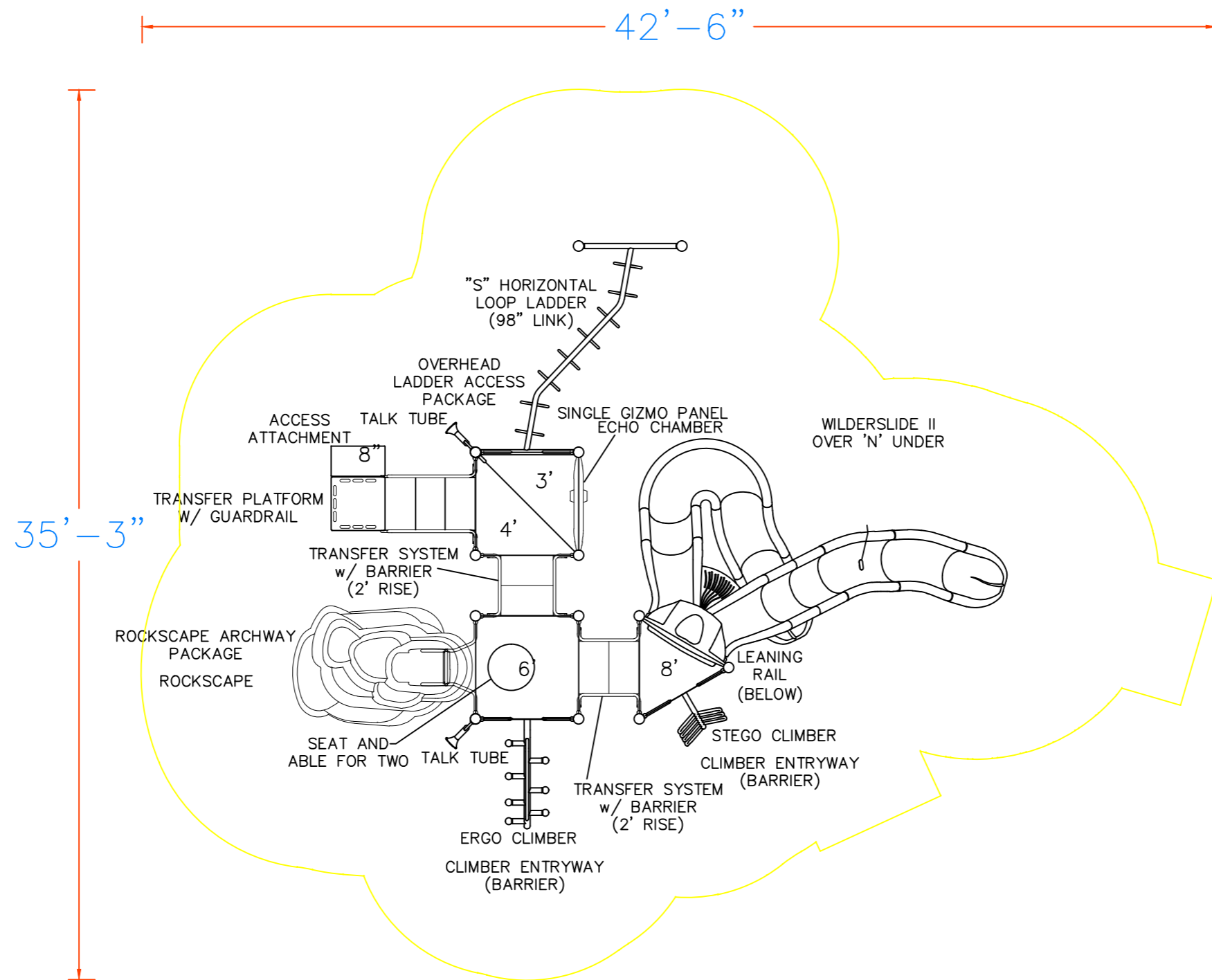
6. Choice of Law and Jurisdiction. All agreements between Customer and Miracle shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. Miracle Retains full title to all Equipment until full payment is received by Miracle. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidity. Miracle may waive a default hereunder, or under any invoice or other agreement between Customer and Miracle, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by Miracle. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to Miracle hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and Miracle stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document, and retransmission of any signed facsimile or other electronic transmission, shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.



A PLAYCORE Company  
150 PlayCore Drive SE  
Fort Payne, AL 35967  
www.gametime.com



City of Scottsbluff  
Frank Park Playground  
Scottsbluff, NE  
Representative  
Cunningham Recreation

This play equipment is recommended for children ages 5-12

Minimum Area Required:  
Scale: NTS  
This drawing can be scaled only when in an 11" x 17" format

**IMPORTANT:** Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

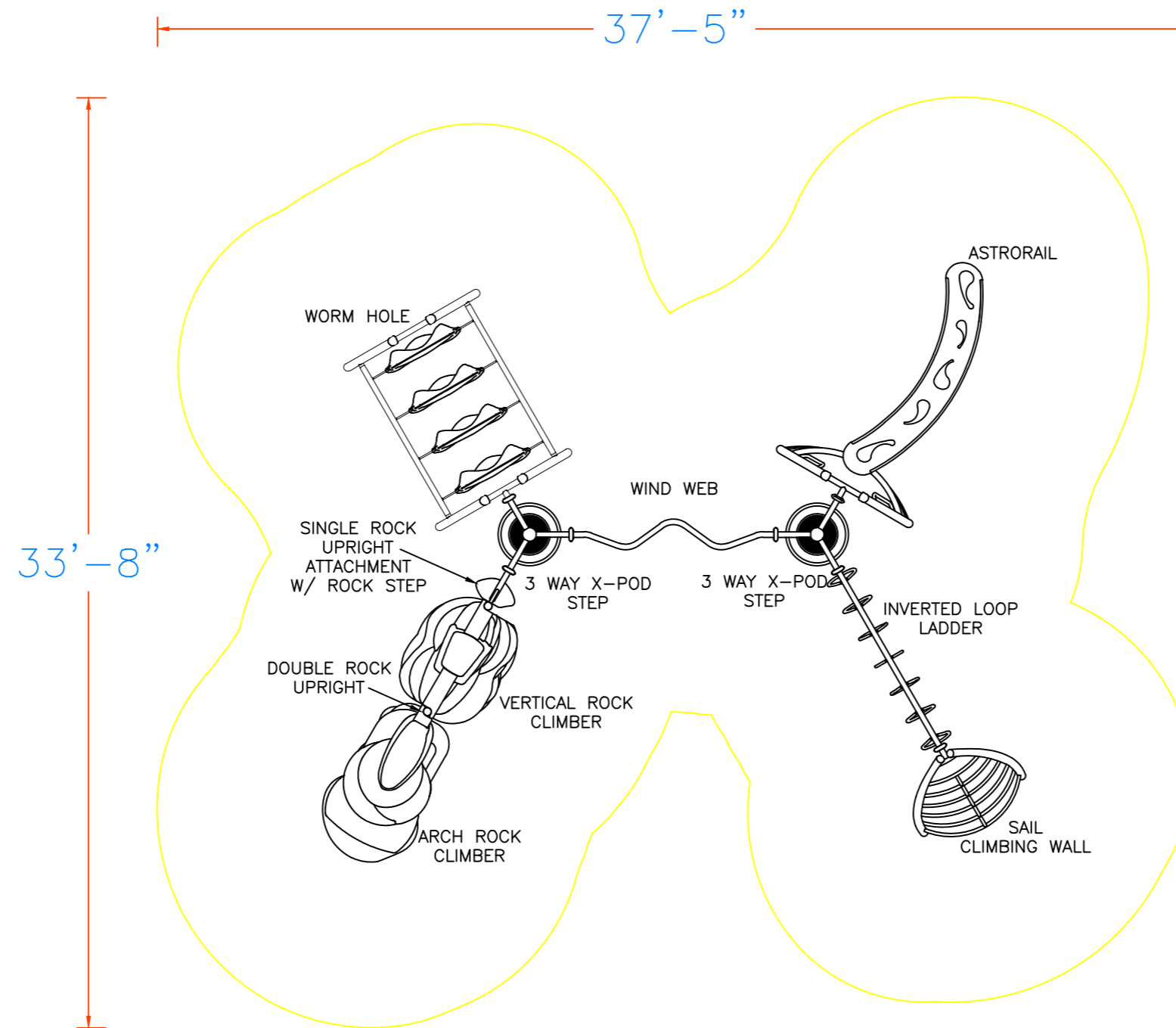
Drawn By: HS  
Date: 09/15/2015  
Drawing Name: 79265 - 01 Frank Park

## Frank Park Playground - Option 1 Scottsbluff, NE

Design • Build • PLAY!



**\*Heavy duty round pipe  
climbers, direct bolt system,  
and no motion equipment  
makes for more durable,  
longer lasting equipment**



150 PlayCore Drive SE  
Fort Payne, AL 35967  
www.gametime.com



City of Scottsbluff  
Frank Park Playground  
Scottsbluff, NE  
Representative  
Cunningham Recreation

This play  
equipment is  
recommended  
for children ages  
5-12

Minimum Area Required:  
Scale: NTS  
This drawing can be  
scaled only when in  
an 11" x 17" format

**IMPORTANT:** Soft resilient surfacing  
should be placed in the use zones of all  
equipment, as specified for each type of  
equipment, and at depths to meet the  
critical fall heights as specified by the U.S.  
consumer Product Safety Commission,  
ASTM standard F 1487 and Canadian  
Standard CAN/CSA-Z-614

Drawn By:  
HS  
Date:  
09/15/2015  
Drawing Name:  
79265 - 02 Frank Park



GameTime c/o Cunningham Recreation  
 PO Box 240981  
 Charlotte, NC 28224  
 800.438.2780  
 704.525.7356 FAX

QUOTE  
 #105012

09/17/2015

## Frank Park Playground Option 2

City of Scottsbluff  
 Attn: Perry Mader  
 1114 South Beltlane Hwy W.  
 Scottsbluff, NE 69361  
 Phone: 308-632-0057  
 pmader@scottsbluff.org

Project #: P79265  
 Ship To Zip: 69361

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - Xscape Modular Unit (per attached drawing)	\$25,450.00	\$25,450.00
		(2) 26058 -- 3 Way X-Pod Step		
		(1) 26070 -- Sail Climbing Wall Attachment		
		(1) 26079 -- InVerticaled Loop Ladder Overhead		
		(1) 26089 -- Astrol Rail		
		(7) 26094 -- Triangular Shroud		
		(1) 26098 -- Wind Web		
		(1) 26107 -- Vertical Rock Climber		
		(1) 26108 -- Arch Rock Climber		
		(1) 26112 -- Double Rock Upright		
		(1) 26113 -- Single Rock Upright w/Rock Step		
		(1) 26149 -- Worm Hole (Attachment)		
		(1) 178749 -- Owner's Kit		

\*Materials only quotation. This pricing does not include any off-loading or installation of equipment.

\*Taxes may be applicable at time of order.

**\*Pricing is based on the matching grant program offered exclusively from GameTime. This pricing is valid through November 13, 2015 only and will require payment in full (via check) with order. All orders must ship by December 31, 2015.**

SubTotal: \$25,450.00  
 Grant: (\$10,026.00)  
 Freight: \$2,512.13  
**Total Amount: \$17,936.13**



GameTime c/o Cunningham Recreation  
PO Box 240981  
Charlotte, NC 28224  
800.438.2780  
704.525.7356 FAX

QUOTE  
#105012

09/17/2015

## Frank Park Playground Option 2

**Pricing:** Prices are firm for 30 days unless otherwise noted. Above costs assume one shipment and one installation unless otherwise noted. Taxes will be shown as a separate line item if included. Any applicable taxes not shown will be applied to the final invoice.

**Lead Time/Shipment:** Standard orders shipped 4 weeks after receipt of order and acceptance of your purchase order, color selections, approved submittals, (if required) unless otherwise noted. Custom equipment and shades may require a longer lead time. Surfacing lead time is approximately 2 weeks after scheduling request. It is the responsibility of the owner to offload and inventory equipment, unless other arrangements have been made. Missing or damaged equipment must be reported within 60 days of acceptance of delivery. Equipment may be sent in multiple shipments based on point of origin.

**Payment Terms:** Payment in full, Net 30 days subject to approval by Credit Manager. Pre-payment may be required for orders equaling less than \$5,000. A signed P.O. made out to Gametime C/O Cunningham Associates, Inc. or this signed quotation is required for all orders unless otherwise noted. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Checks should be made payable to Game Time unless otherwise directed.

**Returns:** Returns are available on shipments delivered within the last 60 days and only if the product is in merchantable condition, has never been installed, and has never been stored in an area of little or no protection. A 25% restocking fee will be applied to all goods. Customer will be charged freight for both the outbound and inbound shipment. Any credit will be based on the condition of the item upon its return. Uprights cannot be returned.

*Acceptance of this proposal indicates your agreement to the terms and condition stated herein.*

**Wish to pay by credit card? Please complete the following information:**

\_\_\_\_\_ Mastercard \_\_\_\_\_ Visa \_\_\_\_\_ AMEX

Credit Card Number: \_\_\_\_\_ Exp Date: \_\_\_\_\_

CSC, Card Security Code: \_\_\_\_\_

Name as it appears on card: \_\_\_\_\_

Amount to be charged to card: \_\_\_\_\_

Email or Fax credit card receipt to: \_\_\_\_\_

### **FURNISH & DELIVER ONLY:**

- All items are quoted furnish and deliver ONLY. Installation is NOT included.

### **Acceptance of quotation:**

Accepted By (printed): \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ P.O. No: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Purchase Amount: **\$17,936.13**

SALES TAX EXEMPTION CERTIFICATE #: \_\_\_\_\_

(PLEASE PROVIDE A COPY OF CERTIFICATE)

\_\_\_\_\_  
Salesman Signature

\_\_\_\_\_  
Customer Signature



GameTime c/o Cunningham Recreation  
PO Box 240981  
Charlotte, NC 28224  
800.438.2780  
704.525.7356 FAX

QUOTE  
#105012

09/17/2015

## Frank Park Playground Option 2

### ORDER INFORMATION:

Bill to: \_\_\_\_\_ Ship to: \_\_\_\_\_  
Contact: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_ Address: \_\_\_\_\_  
Address: \_\_\_\_\_ Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_  
Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

## Frank Park Playground - Option 2 Scottsbluff, NE

Design • Build • PLAY!

*\*Steel woven net, direct bolt system, and no motion equipment makes for more durable, longer lasting equipment*



# City of Scottsbluff Parks Franks Park

Proposal # 905-88963-1  
September 15, 2015



Presented by  
**Creative Sites, LLC**  
and





September 15, 2015

Perry Mader  
City of Scottsbluff Parks  
2525 Circle Drive  
Scottsbluff, NE 69361

Dear Perry Mader:

Creative Sites, LLC is delighted to provide City of Scottsbluff Parks with this playground equipment proposal.

This design was developed with your specific needs in mind, and we look forward to discussing this project further with you to ensure your complete satisfaction. Creative Sites, LLC is confident that this proposal will satisfy City of Scottsbluff Parks's functional, environmental, and safety requirements -- and most importantly -- bring joy and excitement to the children and families directly benefiting from your new playground.

You have our personal commitment to support this project and your organization in every manner possible, and we look forward to continue developing a long-standing relationship with City of Scottsbluff Parks. We appreciate your consideration and value this opportunity to earn your business.

Sincerely,

Julie Kutilek  
Creative Sites, LLC  
11506 Pierce St  
Omaha, NE 68144

## **Design Summary**

Creative Sites, LLC is very pleased to present this Proposal for consideration for the Franks Park located in Scottsbluff. BCI Burke Company, LLC has been providing recreational playground equipment for over 90 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of City of Scottsbluff Parks. We believe our proposal will meet or exceed your project's requirements and will deliver the greatest value to you.

The following is a summary of some of the key elements of our Proposal:

- Project Name: Franks Park
- Project Number: 905-88963-1
- User Capacity: 113
- Age Groups: Ages 5-12 years
- Dimensions: 47' 7" x 69' 5"
- Designer Name: Joel Schleis

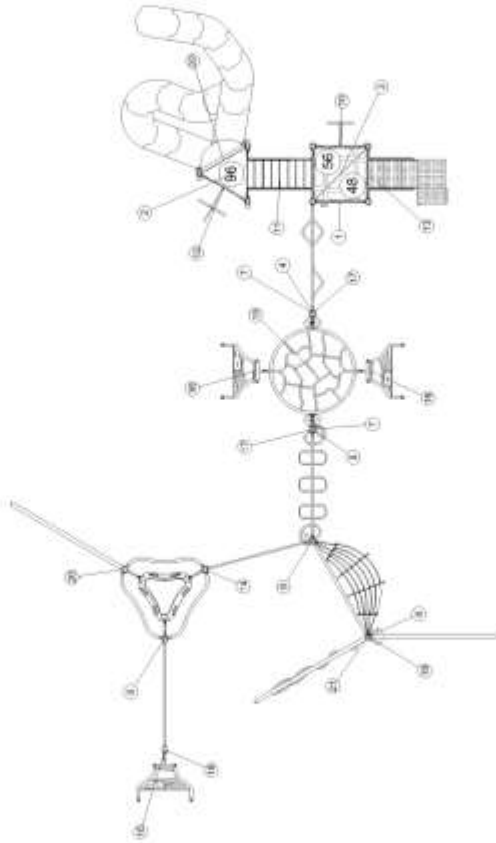
Creative Sites, LLC has developed a custom playground configuration based on the requirements as they have been presented for the Franks Park playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, proposal # 905-88963-1 has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.

We invite you to review this proposal for the Franks Park playground project and to contact us with any questions that you may have.

Thank you in advance for giving us the opportunity to make this project a success.



ITEM	COMP	DESCRIPTION
1	270-0081	OFFSET RAIL CLIMBER
2	270-0082	SHOULDER PAD
3	270-0083	POWER RING CLIMBER
4	270-0084	POWER RING CLIMBER
5	270-0085	ATHLETIC ARCH (H)
6	270-0086	WILD WEB ROPE CLIMBER
7	270-0087	LAUNCH PAD
8	270-0088	ODYSSEY POST LINK DOUBBLE
9	270-0089	LATERAL POST LINK
10	270-0090	SHAKE CLIMBER 30" - 72"
11	270-0091	40° TRANSITION STAIR W/RAILS
12	270-0092	LINKING RING CLIMBER 80" H
13	270-0093	SHOULDER SLALOM HORIZONTAL
14	270-0094	SHOULDER SLALOM VERTICAL
15	270-0095	FLYING OVERHEAD
16	270-0096	FLYING HOLE CLIMBER
17	270-0097	OVERHEAD POST ATTACHMENT
18	270-0098	CLIMBER POST ATTACHMENT
19	270-0099	APEX ELLIPSE CLIMBER
20	270-0100	APEX RING CLIMBER
21	270-0101	APEX WAVE CLIMBER
22	270-0102	WEBB OVER UNDER 30"



September 15, 2015

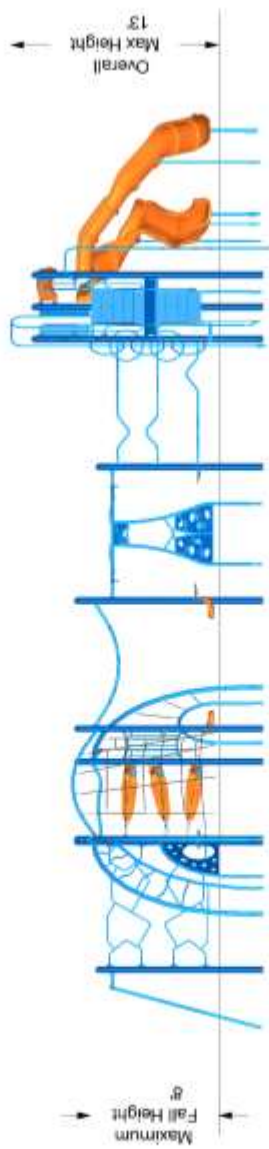
SERIES: Intensity, Nucleus  
COMPONENT PLAN  
DRAWN BY: Joel Schleis

Franks Park  
2525 Circle Drive  
Scottsbluff, NE 69361

Creative Sites, LLC  
905-88963-1

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54935-0549 Telephone 920-921-9220





The protective surfacing for this design must accommodate the critical fall height.

September 15, 2015

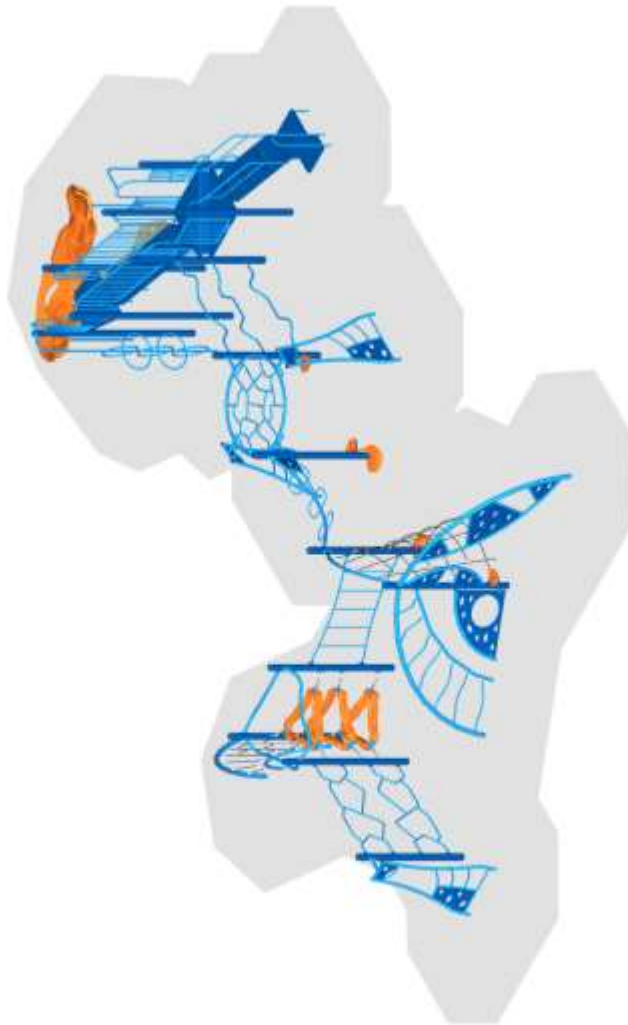
SERIES: Intensity, Nucleus  
ELEVATION PLAN  
DRAWN BY: Joel Schleis

Franks Park  
2525 Circle Drive  
Scottsbluff, NE 69361

Creative Sites, LLC  
905-88963-1

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54935-0549 Telephone 920-921-9220





September 15, 2015

SERIES: Intensity, Nucleus

ISOMETRIC PLAN

DRAWN BY: Joel Schleis

Franks Park

2525 Circle Drive

Scottsbluff, NE 69361

Creative Sites, LLC

905-88963-1

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54935-0549 Telephone 920-921-9220





# Proposal # 905-88963-1

September 15, 2015

2015 Pricing

## Proposal Prepared for:

Perry Mader  
City of Scottsbluff Parks  
2525 Circle Drive  
Scottsbluff, NE 69361  
Phone: 308-632-0057

## Project Location:

Franks Park  
2525 Circle Drive  
Scottsbluff, NE 69361

## Proposal Prepared by:

Creative Sites, LLC  
11506 Pierce St  
Omaha, NE 68144  
Phone: 402-614-4606  
Fax: 402-558-1998  
jkutilek@cox.net

Julie Kutilek  
Phone: 402-614-4606  
Fax: 402-558-1998  
julie@creativesitesllc.com

Component No.	Description	Qty.	User Cap.	Ext. User Cap.	Weight	Ext. Weight
Intensity						
370-0004	POWER PIPES CLIMBER	1	6	6	47	47
370-0005	ATHLETIC ARCH OH	1	5	5	64	64
370-0008	WILD WEB ROPE CLIMBER	1	6	6	77	77
370-0027	LAUNCH PAD	2	1	2	9	18
370-0033	ODYSSEY POST LINK DOUBLE	1	4	4	78	78
370-0035	LATERAL POST LINK	1	4	4	33	33
370-0829	PLEXUS OVERHEAD	1	14	14	96	96
370-0830	PLEXUS HOLE CLIMBER	3	2	6	97	291
370-0834	OVERHEAD POST ATTACHMENT	2	0	0	3	6
370-0837	CLIMBER POST ATTACHMENT	1	0	0	3	3
370-1582	APEX ELLIPSE CLIMBER	1	8	8	191	191
370-1583	APEX ROPE CLIMBER	1	8	8	150	150
370-1584	APEX WAVE CLIMBER	1	8	8	185	185
670-0097	INTENSITY CURRICULUM KIT	1	0	0	2	2
Nucleus						
270-0001	OFFSET ENCLOSURE	1	1	1	30	30
270-0129	TRIANGLE PLATFORM	1	2	2	48	48
270-0136	SPLIT SQUARE PLATFORM	1	4	4	103	103
370-0155	SNAKE CLIMBER 56" - 72"	1	4	4	75	75
370-0469	40" TRANSITION STAIR W/BARRIE...	1	4	4	279	279
370-0557	LINKING RING CLIMBER 80"-96"	1	4	4	100	100
370-0720	TRANSFER STATION, HANDRAIL 48"	1	6	6	236	236
370-0806	TRIGON TOWER	1	9	9	172	172
470-0574	VIPER II OVER UNDER 96	1	8	8	479	479
600-0104	NPPS SUPERVISION SAFETY KIT	1	0	0	3	3
670-0098	MODULAR HARDWARE, NUCLEUS	1	0	0	5	5
670-0099	INSTALLATION KIT, INTENSITY	1	0	0	2	2
670-0103	MAINTENANCE KIT, INTENSITY	1	0	0	0	0
670-0165	POST ASSEMBLY 5" OD X 123"	3	0	0	66	198
670-0166	POST ASSEMBLY 5" OD X 139"	7	0	0	74	518
670-0167	POST ASSEMBLY 5" OD X 147"	2	0	0	78	156
670-0169	POST ASSEMBLY 5" OD X 171"	3	0	0	91	273

Total User Capacity: 113  
Total Weight: 3,918 lbs.  
Total Price: \$44,721



## Proposal # 905-88963-1

September 15, 2015

2015 Pricing

Information is relative to the Sep 15 2015 4:35AM database.

### Special Notes:

Prices do not include freight, unloading, material storage, site excavation/preparation, removal of existing equipment, removal of excess soil from footing holes, site security, safety surfacing, installation, or sales tax (if applicable). Prices are based on standard colors per CURRENT YEAR BCI Burke Catalog. Custom colors, where available, would be an extra charge. **Pricing is valid for 45 days from the date of this proposal.**

## BCI BURKE GENERATIONS WARRANTY™ The Longest and Strongest warranty in the Industry

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of invoice.

### We stand behind our products.

In addition, the following products are warranted, under normal use and service from the date of invoice as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Intensity®, Voltage™, Nucleus™ and Little Buddies®) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreKnect® clamps against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers).
- One Hundred (100) Year Limited Warranty on bolt-through fastening and clamp systems (Voltage™, Intensity®, Nucleus™ and Little Buddies®).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on main structure platforms and decks, metal roofs, table tops, bench tops, railings, loops and rungs.
- Fifteen (15) Year Limited Warranty on all plastic components including StoneBorders against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GRC products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty.
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Intensity® cables against premature wear due to natural deterioration or manufacturing defects.
- Five (5) Year Limited Warranty on swing seats and hangers; Kid Koaster® Trolleys and other moving parts against structural failure due to materials or workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

**THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**

**Warranty Exclusions:** The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use; exposure to extreme weather; immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control and

**Limitation of Remedies:** Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

### TERMS OF SALE

**Pricing:** Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

**Weights:** Weights are approximate and may vary with actual orders.

**Installation:** All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

**Specifications:** Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

**Loss or Damage in Transit:** A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival.

Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages.

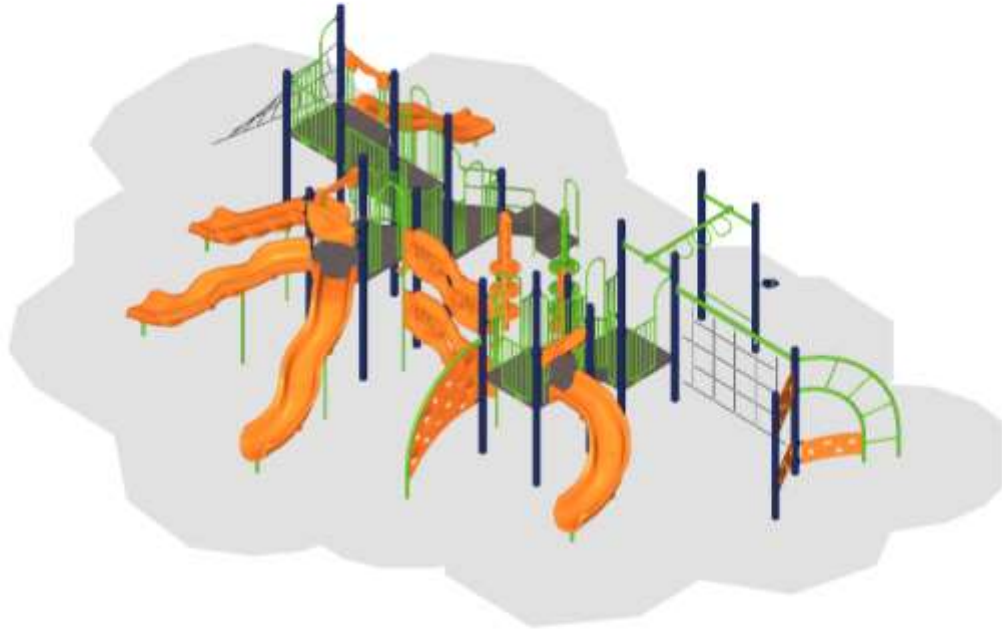
Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 1-800-356-2070.

01/2015

# City of Scottsbluff Parks Franks Park

Proposal # 905-88996-1  
September 18, 2015



Presented by  
**Creative Sites, LLC**  
and





September 18, 2015

Perry Mader  
City of Scottsbluff Parks  
2525 Circle Drive  
Scottsbluff, NE 69361

Dear Perry Mader:

Creative Sites, LLC is delighted to provide City of Scottsbluff Parks with this playground equipment proposal.

This design was developed with your specific needs in mind, and we look forward to discussing this project further with you to ensure your complete satisfaction. Creative Sites, LLC is confident that this proposal will satisfy City of Scottsbluff Parks's functional, environmental, and safety requirements -- and most importantly -- bring joy and excitement to the children and families directly benefiting from your new playground.

You have our personal commitment to support this project and your organization in every manner possible, and we look forward to continue developing a long-standing relationship with City of Scottsbluff Parks. We appreciate your consideration and value this opportunity to earn your business.

Sincerely,

Julie Kutilek  
Creative Sites, LLC  
11506 Pierce St  
Omaha, NE 68144

## **Design Summary**

Creative Sites, LLC is very pleased to present this Proposal for consideration for the Franks Park located in Scottsbluff. BCI Burke Company, LLC has been providing recreational playground equipment for over 90 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of City of Scottsbluff Parks. We believe our proposal will meet or exceed your project's requirements and will deliver the greatest value to you.

The following is a summary of some of the key elements of our Proposal:

- Project Name: Franks Park
- Project Number: 905-88996-1
- User Capacity: 101
- Age Groups: Ages 5-12 years
- Dimensions: 56' 11" x 42' 2"
- Designer Name: John Uelmen

Creative Sites, LLC has developed a custom playground configuration based on the requirements as they have been presented for the Franks Park playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, proposal # 905-88996-1 has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.

We invite you to review this proposal for the Franks Park playground project and to contact us with any questions that you may have.

Thank you in advance for giving us the opportunity to make this project a success.

INFORMATION  
MINIMUM FALL ZONE  
SURFACED WITH  
RESILIENT MATERIAL  
AREA  
1707 SQ.FT.  
PERIMETER  
175 FT.

STRUCTURE SIZE  
56' 11" x 42' 2"  
STRUCTURE IS DESIGNED  
FOR CHILDREN AGES:  
☐ 6-23 MONTH OLDS  
☐ 2-5 YEAR OLDS  
☒ 5-12 YEAR OLDS  
☐ 13 + YEAR OLDS

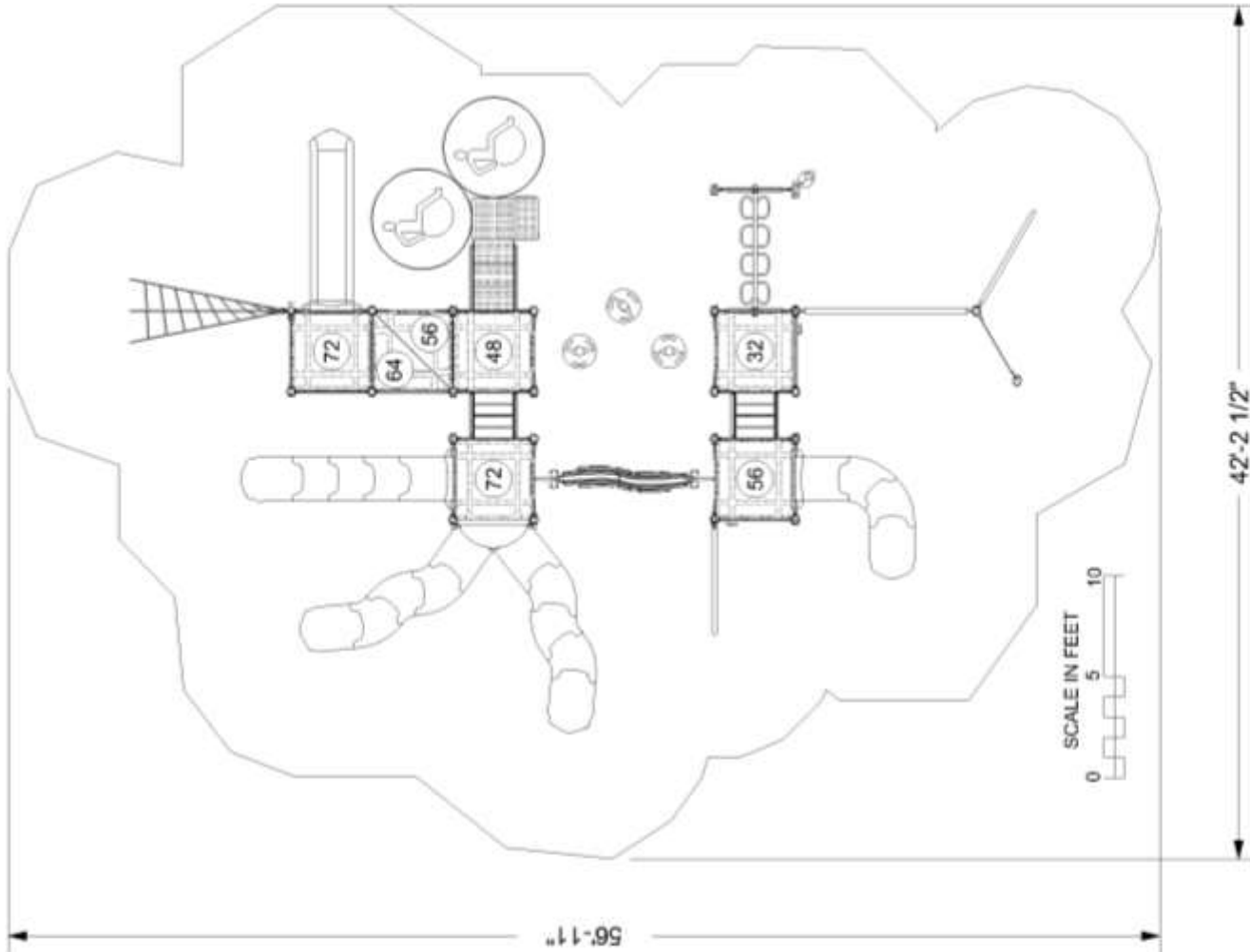


To verify product certification,  
visit [www.ipema.org](http://www.ipema.org)

The play components identified  
in this plan are IPEMA  
certified. The use and layout of  
these components conform to the  
requirements of ASTM F1487.  
To verify product certification,  
visit [www.ipema.org](http://www.ipema.org)

The space requirements shown  
here are to ASTM standards.  
Requirements for other standards  
may be different.

The use and layout of play  
components identified in this plan  
conform to the CPSC guidelines.



## WARNING!

ACCESSIBLE SAFETY SURFACING MATERIAL IS REQUIRED BENEATH  
AND AROUND THIS EQUIPMENT.  
FOR SLIDE FALL ZONE SURFACING AREA SEE CPSC's Handbook for  
Public Playground Safety.  
PLATFORM HEIGHTS ARE IN INCHES ABOVE RESILIENT MATERIAL.

## ADA ACCESSIBILITY GUIDELINE (ADAAG CONFORMANCE)

NUMBER OF PLAY EVENTS	16
NUMBER OF ELEVATED PLAY EVENTS	10
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP	PROVIDED: 9
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY TRANSFER SYSTEM	PROVIDED: 6
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP OR TRANSFER SYSTEM	PROVIDED: 4
NUMBER OF TYPES OF GROUND/LEVEL PLAY EVENTS	PROVIDED: 3
RECD: 0	RECD: 0
RECD: 3	RECD: 3
RECD: 3	RECD: 3



SERIES: Basics, Intensity, Nucleus

SITE PLAN

DRAWN BY: John Uelmen

Franks Park

2525 Circle Drive

Scottsbluff, NE 69361

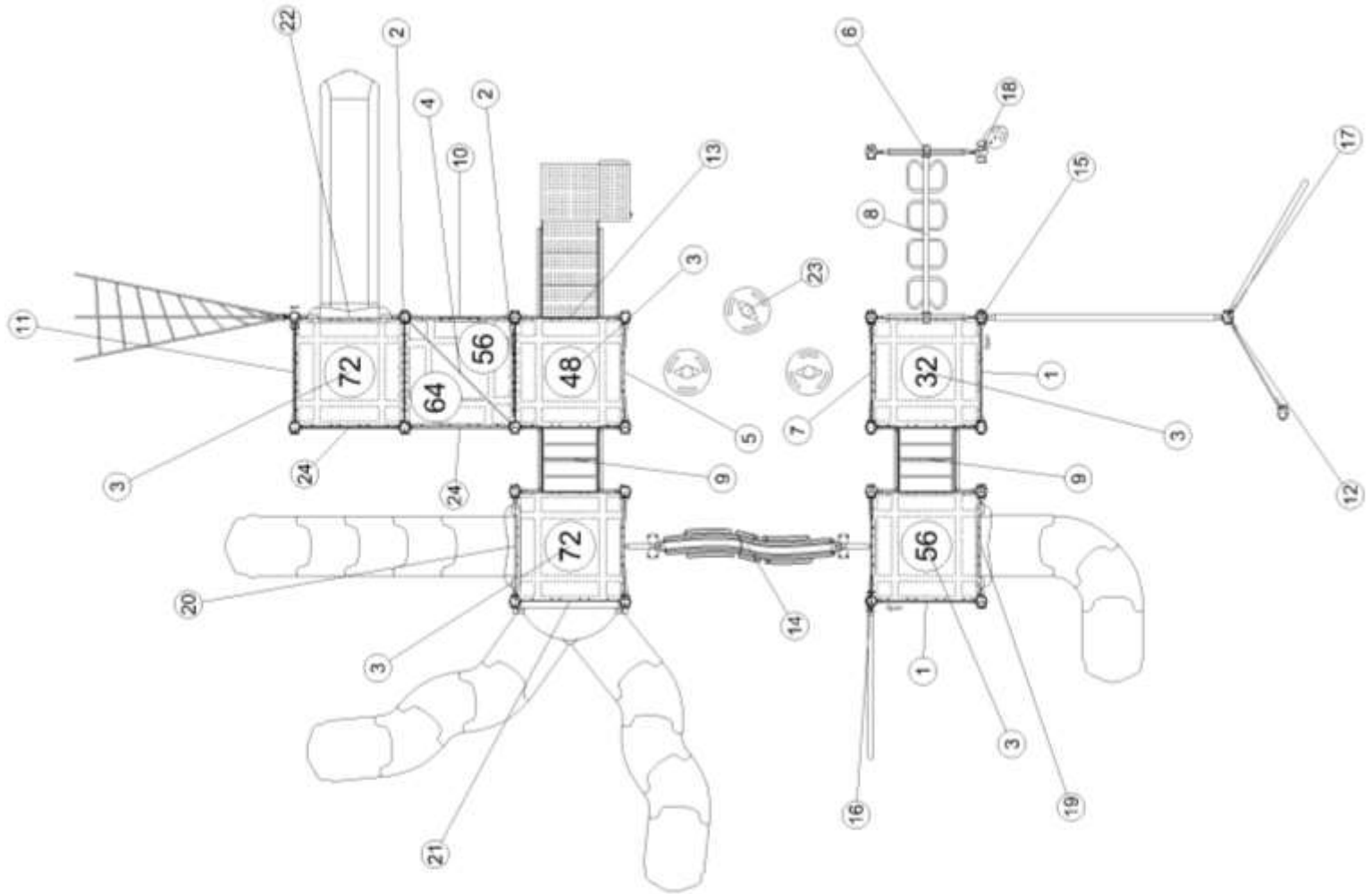
September 18, 2015

Creative Sites, LLC

905-88996-1

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220

ITEM	COMP	DESCRIPTION
1	270-0001	OFFSET ENCLOSURE
2	270-0050	8" CLOSURE PLATE
3	270-0130	SQUARE PLATFORM
4	270-0136	SPLIT SQUARE PLATFORM
5	370-0172	TREE CLIMBER 40' 48"
6	370-0247	END RINGS
7	370-0300	TREE CLIMBER 32'
8	370-0427	ROCKING SNAKE OH, DK TO DK
9	370-0467	24" TRANSITION STAIR W/BAHNS
10	370-0563	MOUNTAIN TOP CLIMBER 56'
11	370-0675	TWIST NET CLIMBER
12	370-0712	RUGGED RIDGE
13	370-0720	TRANSFER STATION, HANDRAIL
14	370-0752	DOUBLE AMPED LINK
15	370-0807	SPIRER, 96" DECK TO DECK
16	370-0811	CRATER POINT CLIMBER
17	370-0812	CREST POINT CLIMBER
18	470-0387	SINGLE LEAF SEAT
19	470-0544	VIPER R2 48-56
20	470-0545	VIPER ST 64-72
21	470-0571	VIPER II SS 64-72
22	470-0622	ROCKN ROLL SLIDE 84" - 72"
23	560-0524	FS 3 BRANCH TREE CLIMBER
24	570-0594	PIPE WALL



SERIES: Basics, Intensity, Nucleus

COMPONENT PLAN

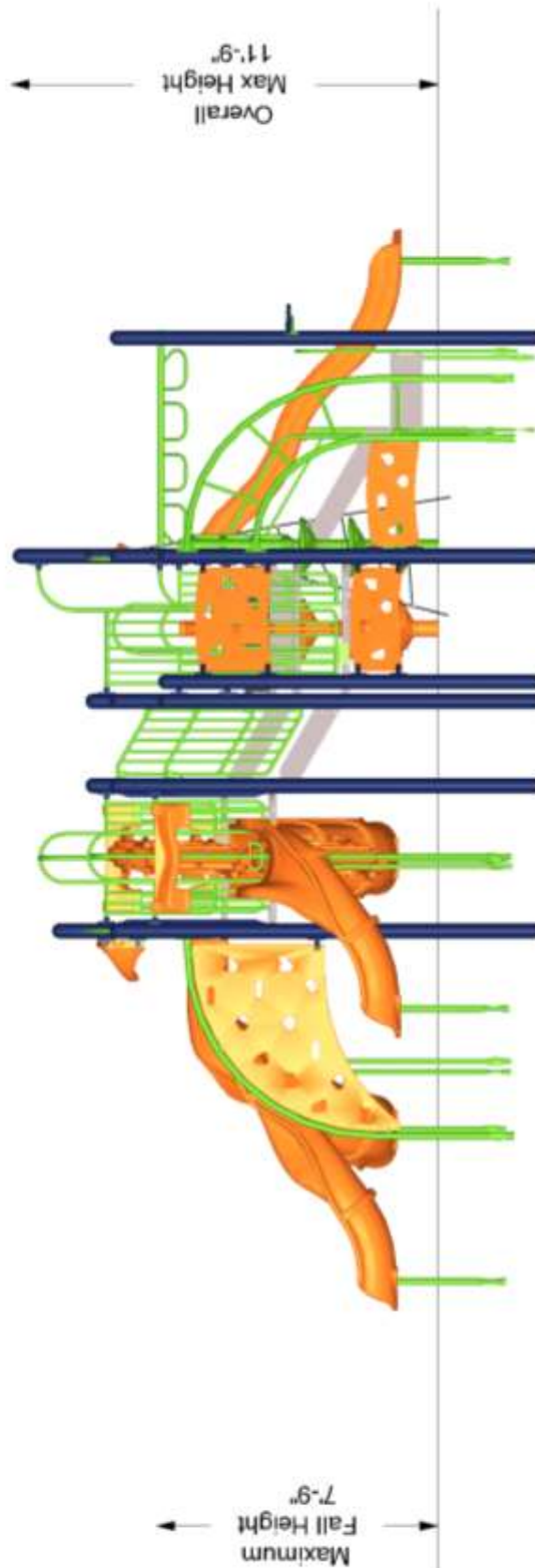
DRAWN BY: John Uelmen

Franks Park  
2525 Circle Drive  
Scottsbluff, NE 69361

September 18, 2015

Creative Sites, LLC  
905-88996-1

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220



The protective surfacing for this design must accomodate the critical fall height.

September 18, 2015

SERIES: Basics, Intensity, Nucleus

ELEVATION PLAN

DRAWN BY: John Uelmen

Franks Park

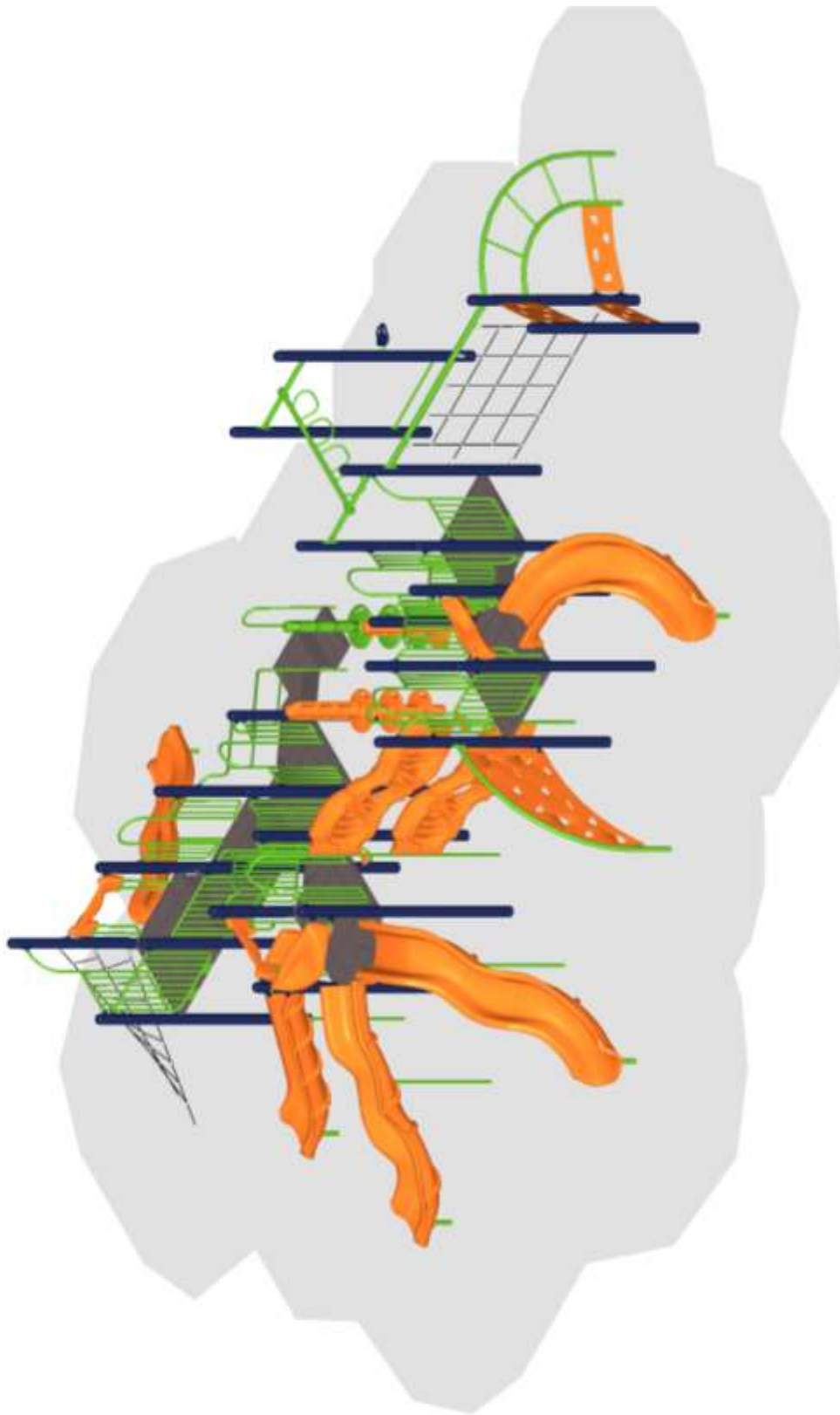
2525 Circle Drive

Scottsbluff, NE 69361

Creative Sites, LLC

905-88996-1

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220



September 18, 2015

SERIES: Basics, Intensity, Nucleus

ISOMETRIC PLAN

DRAWN BY: John Uelmen

Franks Park

2525 Circle Drive

Scottsbluff, NE 69361

Creative Sites, LLC

905-88996-1

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220



# Proposal # 905-88996-1

September 18, 2015

2015 Pricing

## Proposal Prepared for:

Perry Mader  
City of Scottsbluff Parks  
2525 Circle Drive  
Scottsbluff, NE 69361  
Phone: 308-632-0057

## Project Location:

Franks Park  
2525 Circle Drive  
Scottsbluff, NE 69361

## Proposal Prepared by:

Creative Sites, LLC  
11506 Pierce St  
Omaha, NE 68144  
Phone: 402-614-4606  
Fax: 402-558-1998  
jkutilek@cox.net

Julie Kutilek  
Phone: 402-614-4606  
Fax: 402-558-1998  
julie@creativesitesllc.com

Component No.	Description	Qty.	User Cap.	Ext. User Cap.	Weight	Ext. Weight
Burke Basics						
560-0524	FS 3 BRANCH TREE CLIMBER	1	3	3	80	80
Intensity						
370-0712	RUGGED RIDGE	1	2	2	34	34
Nucleus						
270-0001	OFFSET ENCLOSURE	2	1	2	30	60
270-0050	8" CLOSURE PLATE	2	0	0	10	20
270-0130	SQUARE PLATFORM	5	6	30	106	530
270-0136	SPLIT SQUARE PLATFORM	1	4	4	103	103
370-0172	TREE CLIMBER 40"-48"	1	3	3	118	118
370-0247	END RUNGS	1	1	1	10	10
370-0300	TREE CLIMBER 32"	1	2	2	105	105
370-0427	ROCKING SNAKE OH, DK TO DK	1	6	6	67	67
370-0467	24" TRANSITION STAIR W/BARRIE...	2	2	4	164	328
370-0563	MOUNTAIN TOP CLIMBER 56"	1	2	2	97	97
370-0575	TWIST NET CLIMBER	1	3	3	57	57
370-0720	TRANSFER STATION, HANDRAIL 48"	1	6	6	236	236
370-0752	DOUBLE AMPED LINK	1	10	10	285	285
370-0807	SPIDER, 96", DECK TO DECK	1	4	4	62	62
370-0811	CRATER POINT CLIMBER	1	4	4	112	112
370-0812	CREST POINT CLIMBER	1	4	4	96	96
470-0387	SINGLE LEAF SEAT	1	1	1	7	7
470-0544	VIPER R2 48-56	1	2	2	154	154
470-0545	VIPER ST 64-72	1	2	2	184	184
470-0571	VIPER II SS 64-72	1	4	4	360	360
470-0622	ROCK'N ROLL SLIDE, 64" - 72"	1	2	2	147	147
570-0394	PIPE WALL	2	0	0	36	72
600-0104	NPPS SUPERVISION SAFETY KIT	1	0	0	3	3
670-0098	MODULAR HARDWARE, NUCLEUS	1	0	0	5	5
670-0099	INSTALLATION KIT, INTENSITY	1	0	0	2	2
670-0103	MAINTENANCE KIT, INTENSITY	1	0	0	0	0
670-0165	POST ASSEMBLY 5" OD X 123"	5	0	0	66	330
670-0166	POST ASSEMBLY 5" OD X 139"	10	0	0	74	740
670-0167	POST ASSEMBLY 5" OD X 147"	7	0	0	78	546
670-0168	POST ASSEMBLY 5" OD X 158"	1	0	0	84	84
670-0169	POST ASSEMBLY 5" OD X 171"	1	0	0	91	91



## Proposal # 905-88996-1

September 18, 2015

2015 Pricing

Total User Capacity: 101  
Total Weight: 5,125 lbs.

Information is relative to the Sep 18 2015 4:35AM database.

### Special Notes:

Prices do not include freight, unloading, material storage, site excavation/preparation, removal of existing equipment, removal of excess soil from footing holes, site security, safety surfacing, installation, or sales tax (if applicable). Prices are based on standard colors per CURRENT YEAR BCI Burke Catalog. Custom colors, where available, would be an extra charge. **Pricing is valid for 45 days from the date of this proposal.**

## BCI BURKE GENERATIONS WARRANTY™

**The Longest and Strongest warranty in the Industry**

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of invoice.

### **We stand behind our products.**

In addition, the following products are warranted, under normal use and service from the date of invoice as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Intensity®, Voltage™, Nucleus™ and Little Buddies®) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreKnect® clamps against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers).
- One Hundred (100) Year Limited Warranty on bolt-through fastening and clamp systems (Voltage™, Intensity®, Nucleus™ and Little Buddies®).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on main structure platforms and decks, metal roofs, table tops, bench tops, railings, loops and rungs.
- Fifteen (15) Year Limited Warranty on all plastic components including StoneBorders against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GRC products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty.
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Intensity® cables against premature wear due to natural deterioration or manufacturing defects.
- Five (5) Year Limited Warranty on swing seats and hangers; Kid Koaster® Trolleys and other moving parts against structural failure due to materials or workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

**THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**

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Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 1-800-356-2070.

01/2015

# QUOTATION

**Creative Sites, LLC**

**11506 Pierce Street**

**Omaha, Ne 68144**

**402-614-4606**

**DATE: September 18, 2015**

**Customer: City of Scottsbluff  
Attn: Perry Mader  
2525 Circle Drive  
Scottsbluff, Ne 69361**

**BCI Burke Playground Equipment:**

**Franks Park Option #1 or Option #2:**

Play Structure		\$ 28,500.00
	Freight	<u>\$ 1,475.00</u>
	Total either Option	\$ 29,975.00

**\*\*This quotation is good for 120 days.**

**\*\*Installation is not included.**

**\*\*Delivery is 30 days ARO.**

---

**Julie Kutilek  
Creative Sites, LLC**

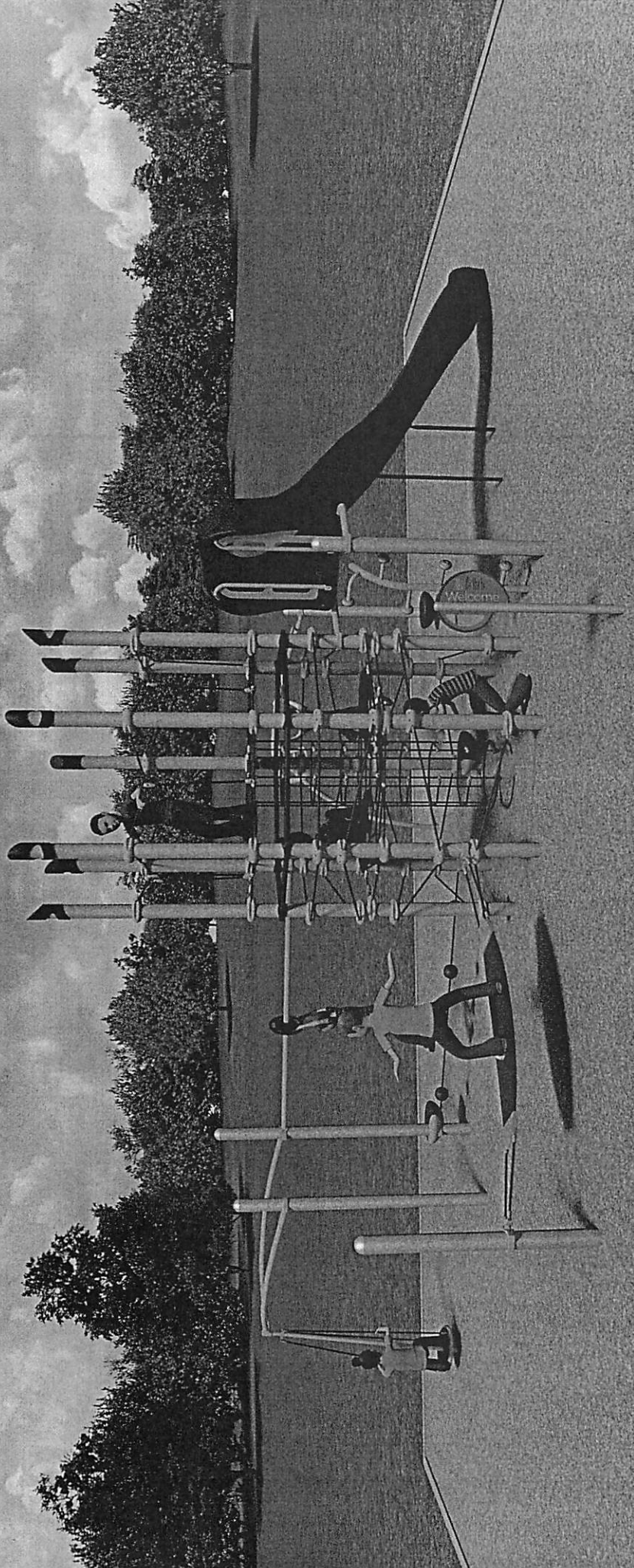
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**Accepted by**



# Frank Park

Scottsbluff, NE September 15, 2015 88417-1-1r



*landscape*  
structures®



Better playgrounds.  
Better world.®  
playlsi.com

Proudly presented by:

Bill Pospichal

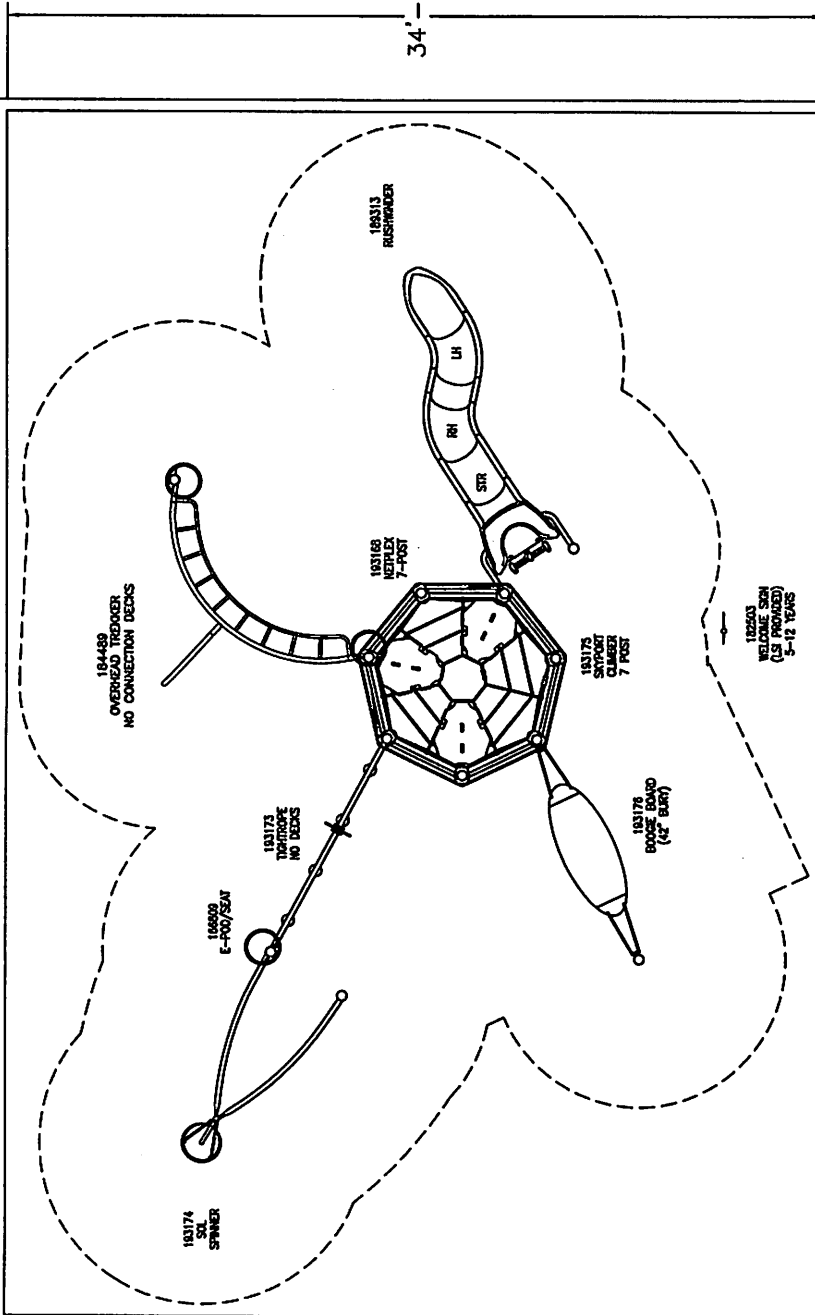


outdoor recreation products



50'-10"

34'-5"



PlayBooster®  
(5-12 years)

TOTAL ELATED PLAY COMPONENTS 0  
TOTAL ELATED COMPONENTS ACCESSIBLE BY RAMP 0  
TOTAL ELATED COMPONENTS ACCESSIBLE BY TRANSFER 0  
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN 7  
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS 7



SCALE IN FEET

Frank Park  
Scottsbluff, NE

Outdoor Products  
Recreation Products  
Bill Pospisil

SYSTEM TYPE  
PlayBooster  
SEQUENCE #  
88417-1-1



DESIGNED BY:

NRH

COPYRIGHT 1/13/13  
LANDSCAPE STRUCTURES, INC.  
1000 N. 10TH AVE., SUITE 100  
LINCOLN, NE 68502  
PH 402-426-1234 FAX 402-426-1235

Date	Previous Drawing #	Revisions

landscape  
structures



The IPEMA logo is a mark of certification for playground equipment. It signifies that the equipment has been tested and found to meet the IPEMA safety standards. The logo is a circular seal with the text 'IPEMA CERTIFIED' and 'PLAY EQUIPMENT' around the perimeter.

THIS PLAY SET AND EQUIPMENT IS  
DESIGNED FOR A 5-12 YEAR  
UNLESS OTHERWISE NOTED ON PLAN.

IF IS THE MANUFACTURER'S OPINION THAT  
THE PLAY SET AND EQUIPMENT  
SHOULD BE ASSEMBLED OR  
SURFACES OF PROTECTIVE MATERIAL, OR  
SHOULD BE ASSEMBLED OR  
SHOULD BE ASSEMBLED OR

THIS EQUIPMENT IS NOT TO BE USED ON  
SURFACES OTHER THAN THE SURFACES  
SHOWN ON THE PLAN. THE SURFACES  
SHOWN ON THE PLAN ARE THE ONLY  
SURFACES THAT THE EQUIPMENT IS  
DESIGNED TO BE USED ON. THE  
EQUIPMENT IS NOT TO BE USED ON  
ANY OTHER SURFACES.

CHANGES TO THE EQUIPMENT  
SHOWN ON THE PLAN ARE THE  
PROPERTY OF LANDSCAPE  
STRUCTURES, INC. ANY CHANGES  
TO THE EQUIPMENT SHOWN ON THE  
PLAN ARE THE PROPERTY OF  
LANDSCAPE STRUCTURES, INC.

ASSEMBLY INSTRUCTIONS  
LOOSE IN THE  
EQUIPMENT  
(CHECKED WOOD FIBER EXTRACTED)  
1714 S.F.



# Frank Park

Scottsbluff, NE September 15, 2015 88417-2-1r



*landscape*  
structures®



Better playgrounds.  
Better world.®

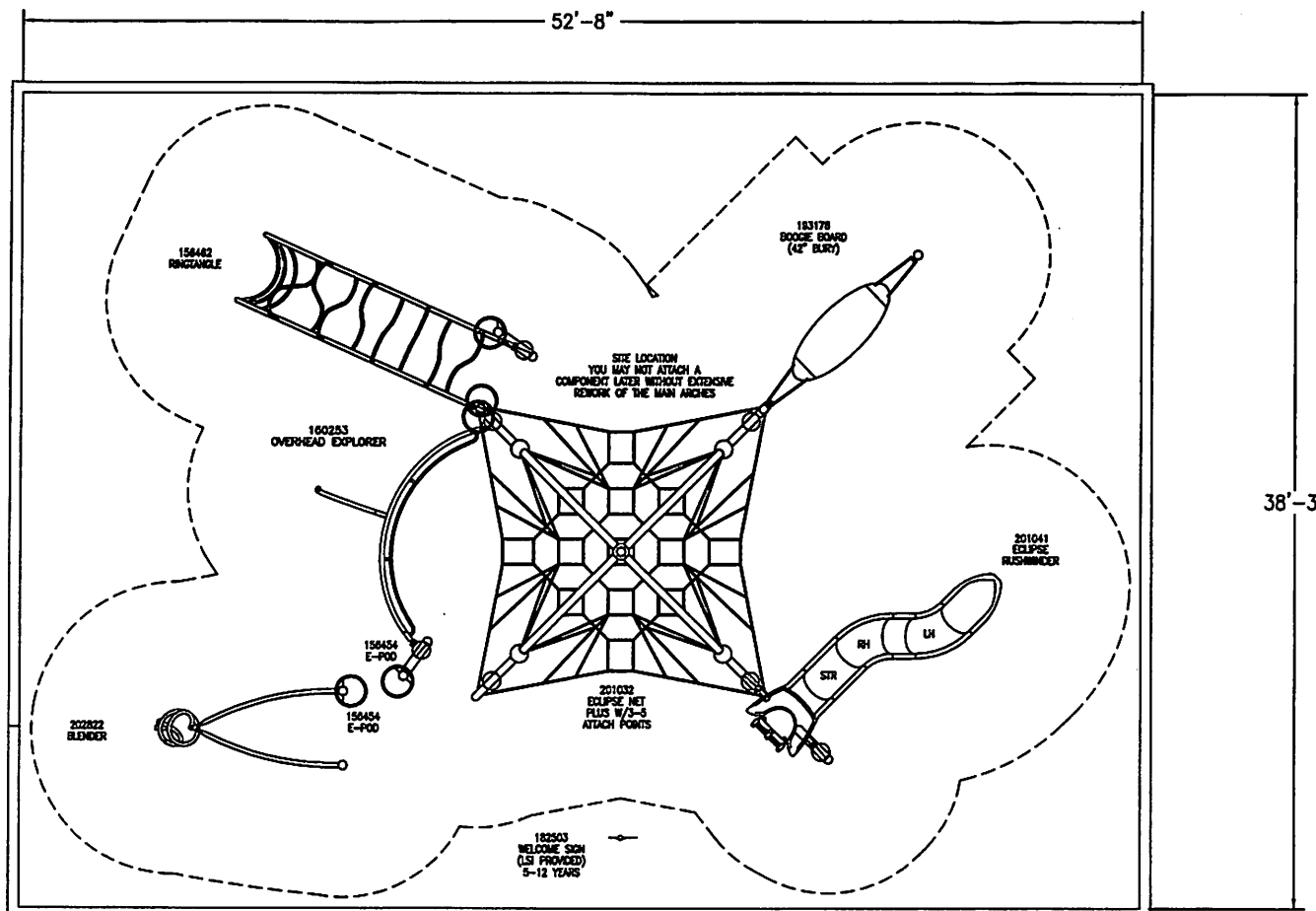
playlsi.com

Proudly presented by:

Bill Pospichal



outdoor recreation products



PlayBooster® and Evos®  
(5-12 years)

TOTAL ELEVATED PLAY COMPONENTS	0	
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED 0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	0	REQUIRED 0
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	8	REQUIRED 0
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	7	REQUIRED 7



Frank Park  
Scottsbluff, NE

Outdoor  
Recreation Products  
Bill Pospichal

SYSTEM TYPE:  
Evos  
DRAWING #:  
88417-2-1



landscape  
structures®



The play components identified on this plan are IPEMA certified. (Labels model number is provided with "I" for use and label of the equipment of 2010 17467, for only product certification, and compliance.)

THIS PLAY AREA & PLAY EQUIPMENT IS DESIGNED FOR AGES 5-12 YEARS UNLESS OTHERWISE NOTED ON PLAN.

IT IS THE MANUFACTURER'S OPINION THAT THIS PLAY AREA DOES CONFORM TO THE ADA ACCESSIBILITY STANDARDS, ASSUMING AN ACCESSIBLE PROTECTIVE SURFACING IS PROVIDED, AS INDICATED, OR WITHIN THE CHARGE USE ZONE.

THIS CONCEPTUAL PLAN HAS BEEN ON INFORMATION AVAILABLE TO US PRIOR TO CONSTRUCTION. WE CANNOT BE RESPONSIBLE FOR CHANGES, INCLUDING BUT NOT LIMITED TO, CHANGES IN THE FINAL DESIGN. PLEASE VERIFY ALL CONDITIONS OF PLAY AREA, INCLUDING CHANGES, AND LOCATION OF ALL EXISTING UTILITIES, EQUIPMENT, AND ALL POWERLINES PRIOR TO CONSTRUCTION. CHANGES SHOULD NOT BE MADE TO THE FINAL DESIGN.

CHOOSE A PROTECTIVE SURFACING MATERIAL THAT MEETS A CRACK HEIGHT VALUE TO MEET THE MINIMUM FALL HEIGHT FOR THE EQUIPMENT. ALSO, PLEASE PROVIDE COMFORTABLE SURFACING SPECIFICATIONS FOR PLAYERS. EQUIPMENT FOR PUBLIC USE, SECTION 8. CHANGES IN THE SURFACING MUST BE WELL DRAINED IF THE SURFACING DOES NOT DRAIN. IF MUST BE DRAIN OR SLOPED 1/4" TO 1/2" PER FOOT TO A DRAIN OR TO A "WIDE OPEN".

ACCESSIBLE/PROTECTIVE  
LOOSE FILL MATERIAL  
(ENGINEERED WOOD FIBER SUGGESTED)  
3777 S.F.

DESIGNED BY:  
NCH

COPYRIGHT: 8/15/18  
LANDSCAPE STRUCTURES, INC.  
401 W. 10TH STREET - P.O. BOX 100  
TULSA, OKLAHOMA 74103  
TEL: 1-800-453-4538 FAX: 1-918-427-4231

Date Previous Drawing # Initials

# **City of Scottsbluff, Nebraska**

**Monday, September 21, 2015**

**Regular Meeting**

## **Item Reports5**

**Council to receive an update on the Comprehensive Plan.**

**Staff Contact: Annie Folck, City Planner**

# **City of Scottsbluff, Nebraska**

**Monday, September 21, 2015**

**Regular Meeting**

## **Item Reports6**

**Council to authorize Mayor to sign letters to agencies who are receiving City financial support, requesting quarterly reports.**

**Minutes: Agencies: Monument Prevention Coalition, Panhandle Humane Society, Riverside Discovery Center, Scottsbluff Senior Center, Panhandle Area Development District.**

**Staff Contact: Rick Kuckkahn, City Manager**

# **City of Scottsbluff, Nebraska**

**Monday, September 21, 2015**

**Regular Meeting**

## **Item Reports<sup>7</sup>**

**Council instructions and directions to staff regarding the method of appointing members to the Community Redevelopment Authority (CRA).**

**Staff Contact: Rick Kuckkahn, City Manager**

# **City of Scottsbluff, Nebraska**

**Monday, September 21, 2015**

**Regular Meeting**

## **Item Resolut.1**

**Council to consider an Ordinance relating to confidentiality of information provided for economic development purposes (third reading).**

**Staff Contact: Rick Kuckkahn, City Manager**

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA AMENDING THE SCOTTSBLUFF MUNICIPAL CODE AT CHAPTER 6, ARTICLE 2, RELATING TO CONFIDENTIALITY OF INFORMATION PROVIDED FOR ECONOMIC DEVELOPMENT PURPOSES, REPEALING PRIOR SECTION, PROVIDING FOR PUBLICATION IN PAMPHLET FORM AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Section 6-2-100 of the Scottsbluff Municipal Code is amended to provide as follows:  
**‘6-2-100. Access to Information; Confidential.**

Members of the Application Review Committee, the Economic Development Citizens Advisory Committee, the City Manager, the Program Administrator, any City staff, any appointed or elected official or any member or alternate member of a regional economic development committee (“permittees”) may be permitted access to business and confidential information received in the course of the administration or review of the administration of the program or review of economic development ideas and information for the City or for areas in western Nebraska where the program is active and interested, which information would otherwise be confidential under Nebraska law or by agreement with a qualifying business participating in the program or in a regional economic development committee. All permittees who are permitted access to or receive such information agree to keep such information confidential and agree that it is confidential business information and proprietary and is only being released to permittees for the purpose of review for economic development uses. Any unauthorized disclosure of any confidential information or proprietary business information that is reviewed or to which the permittees are granted access to for economic development purposes shall not be released to the general public and are not considered public records for the purpose of Nebraska Public Records Statutes. Any unauthorized disclosure of any such information shall be a Class I Violation.

Section 2. All other Ordinances and parts of Ordinances in passed and approved and in conflict herewith are now repealed.

Section 3. This Ordinance shall be published in pamphlet form and shall become effective upon its passage and approval.

PASSED AND APPROVED on \_\_\_\_\_, 2015.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk (Seal)

# **City of Scottsbluff, Nebraska**

**Monday, September 21, 2015**

**Regular Meeting**

## **Item Resolut.2**

**Council to consider an Ordinance regulating Commercial Vehicles used during the bean harvest.**

**Staff Contact: Kevin Spencer, Police Chief**

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA DEALING WITH COMMERCIAL VEHICLE ROUTES, AMENDING THE SCOTTSBLUFF MUNICIPAL CODE AT CHAPTER 22, ARTICLE 2, AND DESIGNATING AN ADDITIONAL COMMERCIAL VEHICLE ROUTE, REPEALING PRIOR SECTIONS, AUTHORIZING PUBLICATION IN PAMPHLET FORM AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**Section 1. Section 22-2-83 of the Scottsbluff Municipal Code is amended to provide as follows:  
"22-2-83. Commercial vehicle routes; designated; marking.**

**The following streets and parts of streets are hereby established as routes to be used by commercial vehicles, farm or construction machinery or equipment, and any other machinery or equipment exceeding eight (8) feet in width:**

- (1) Broadway Avenue south of Railway Street,**
- (2) Avenue B south of Highway 26 and north of Railway Street  
For the period of time between August 1 and November 1 of each year to  
accommodate bean harvest, Avenue B south of Railway Street all the way to the  
South Beltline Highway,**
- (3) Avenue I north of West 20th Street,**
- (4) 5th Avenue south of East Overland Drive,**
- (5) 21st Avenue south of U.S. Highway No. 26,**
- (6) 5th Street and South Belt Line Road,**
- (7) East Overland Drive,**
- (8) Railway Street,**
- (9) West 20th Street west of Railway Street, and**
- (10) 27th Street.**

**Section 2. All other Ordinances and parts of Ordinances passed and approved and in conflict herewith are now repealed.**

**Section 3. This Ordinance shall be published in pamphlet form and shall become effective upon its passage and approval.**

**PASSED AND APPROVED on \_\_\_\_\_, 2015.**

**Mayor**

**ATTEST:**

**City Clerk**

**(Seal)**

# **City of Scottsbluff, Nebraska**

**Monday, September 21, 2015**

**Regular Meeting**

## **Item Exec1**

**Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda.**

**Staff Contact: City Council**