

CITY OF SCOTTSBLUFF
Scottsbluff City Hall
2525 Circle Dr., Scottsbluff, NE 69361
CITY COUNCIL AGENDA

Regular Meeting
November 2, 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 October 19, 2015 Regular Meeting.
 - b) Council to acknowledge a liability claim from Linda Glandt, which has been forwarded to the city's insurance company.
 - c) Council to acknowledge a liability claim from Makala Snover, which has been forwarded to the city's insurance company.
 - d) Council to set a public hearing for November 16, 2015 at 6:05 p.m. to consider a Class C liquor license application from The Stomping Ground LLC DBA Shots Bar & Grill, 1722 Broadway, Scottsbluff.
 - e) Council to ratify approval of the emergency item at the October 19, 2015 Council meeting authorizing payment to Infinity Construction in the amount of \$169,875.34 for Paving District 312.
7. Claims:
 - a) Regular claims
 - b) Council to consider a request for payment of claims by warrant for Paving District #311, Five Oaks Street Improvements and approve the Resolution.
 - c) Council to consider a request for payment of claims by warrant for Paving District #312, Reganis Street Improvements and approve the Resolution.
8. Bids & Awards:
 - a) Council to consider awarding the bid to Floyds Truck Center for one, new, truck

with dump body and snow plow for the Transportation Department in the amount of \$107,877.00.

9. Public Hearings:
 - a) Council to conduct a public hearing as scheduled for this date at 6:05 p.m. to consider an Ordinance text change regarding placement of alleys in commercial zones.
10. Petitions, Communications, Public Input:
 - a) Council to consider approval of the change of location for RMH Franchise Corporation/Applebee's Neighborhood Grill & Bar for a change of location for the existing liquor license from 2621 5th Ave. to 2302 Frontage Road.
11. Reports from Staff, Boards & Commissions:
 - a) Council to accept the letter of resignation from Council Member Hilyard, dated October 26, 2015, and direct staff to put the issue to fill the vacancy on the next agenda.
 - b) Council to authorize the Mayor to sign the agreement with Contryman Associates, PC for audit arrangements.
 - c) Council to consider a contract with Thomas P. Miller and Associates for Phase III of the Economic Development project and authorize the Mayor to execute the contract.
 - d) Council to consider contract with Panhandle Area Development District in the amount of \$4,000 for work involved in completing the Comprehensive Plan and authorize the Mayor to execute the agreement.
 - e) Council to consider a contract with Monument Prevent Coalition and authorize the Mayor to execute the agreement.
 - f) Council to consider approving the postage machine lease for the Library and authorize the Mayor to sign the agreement.
12. Resolution & Ordinances:
 - a) Council to consider the Pay Resolution removing the position of Finance/HR Assistant and replacing it with the position of Human Resources Assistant/Deputy City Clerk.
 - b) Council to consider an Ordinance amending the utility rates.
13. Executive Session
 - a) Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda.
14. 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
15. Council reports (informational only):
16. Scottsbluff Youth Council Representative report (informational only):
17. Adjournment.

City of Scottsbluff, Nebraska

Monday, November 2, 2015

Regular Meeting

Item Consent1

Approve the minutes of the October 19, 2015 Regular Meeting.

Staff Contact: Cindy Dickinson, City Clerk

The Scottsbluff City Council met in a regular meeting on Monday, October 19, 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 October 16, 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 October 16, 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. There were no changes.

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. City Manager Kuckkahn presented a contractor's payment to be considered and added as an emergency. This is a progressive payment to Infinity Contractors for Paving District 312. Moved by Mayor Meininger, seconded by Council Member Gonzales that, "Emergency item #7e be added to the agenda to approve payment to Infinity Construction in the amount of \$169,875.34 for Paving District 312, the reason for the emergency is timing as this is a substantial amount which must be paid. A delay in payment would prevent the project from being completed this fall because of the weather and paving concerns" "YEAS", Gonzales, Colwell, Meininger, and Hilyard. "NAYS" Shaver. Absent: None.

Moved by Council Member Gonzales, seconded by Council Member Hilyard that,

1. "The minutes of the October 5, 2015 Regular Meeting be approved,"
2. "A public hearing be set for November 2, 2015 at 6:05 p.m. to consider an Ordinance text change regarding placement of alleys in commercial zones," "YEAS", Colwell, Meininger, Gonzales, Shaver and Hilyard, "NAYS" None. Absent: None.

Regarding the payment to First State Bank, Council Member Shaver declared a conflict of interest. Moved by Mayor Meininger, seconded by Council Member Hilyard, "to declare a conflict of interest for Council Member Shaver regarding the payment to First State Bank for warrants and excuse him from voting on or discussing this item," "YEAS", Gonzales, Shaver, Hilyard, Colwell and Meininger, "NAYS" None. Absent: None.

Moved by Council Member Gonzales, seconded by Council Member Hilyard, "that the following claims, excluding the claim to First State Bank in the amount of \$37,557.98 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 October 19, 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

21ST CENTURY WATER TECHNOLOGIES, LLC,EQUIP MAINT,81.43; ACTION COMMUNICATIONS INC.,CIP-PO#1 INSURANCE,1991.64; ALAMAR CORP,UNIFORMS,975.13; ALLO COMMUNICATIONS,LLC,LOCAL TELEPHONE CHARGES,4549.36; AMAZON.COM HEADQUARTERS, DEP SUP,712.29; AMERICAN PUBLIC WORKS ASSOCIATION,SCHOOLS & CONF,200; ANITA'S GREENSCAPING INC,BID CNTRCL SRVCS,755.55; ASSURITY LIFE INSURANCE CO,LIFE INS,34.36; AUTOZONE STORES, INC,PARTS FOR PICKUP,252.99; B & H INVESTMENTS, INC,DEPT SUPP,36.5; BEEHIVE INDUSTRIES,LLC,DEV SRVCS CNTRCL SRVCS,25300; BLUFFS SANITARY SUPPLY INC.,DEPT SUPPL,215.74; BROWN'S SHOE FIT, CO.,UNIFORMS,171.2; CAPITAL BUSINESS SYSTEMS INC.,MAINT-COPIER,174.86; CARLSON, DEBRA,REIM,5.44; CARR- TRUMBULL LUMBER CO, INC.,DEPT SUP,106.97; CELLCO PARTNERSHIP,CELL PHONE FOR ON CALL,15.91; CEMENTER'S INC, CONCRETE, 550.96; CENTER POINT INC,BKS,1545.54; CITIBANK N.A.,DEPT SUPPLIES,82.47; CITY OF GERING,DISPOSAL FEES,42571.81; COMPUTER CONNECTION INC,RENT-MACH,93.52; CONTRACTORS MATERIALS INC.,DEPT SUP,146.71; CREDIT BUREAU OF COUNCIL BLUFFS,EMPLOYMENT SCREEN,57; CREDIT MANAGEMENT SERVICES INC.,WAGE ATTACHMENT,222.16; CYNTHIA GREEN,DEP SUP,312.97; DALE'S TIRE & RETREADING, INC.,EQUIP MAINT,101.28; DITCH-WITCH OF WEST TEXAS INC,EQUIP MAINT,106.14; DUANE E. WOHLERS,DISPOSAL FEES,450; DYNA-TECH ELECTRIC INC,BLDG MAINT,72.5; ELLIOTT EQUIPMENT COMPANY INC.,DEPT SUPPLIES,3270; ENERGY LABORATORIES, INC, CONTRACTUAL SVC,4402; FAT BOYS TIRE AND AUTO,VEH MAINT,2251.78; FEDERAL EXPRESS CORPORATION,POSTAGE,46.16; FELSBURG HOLT & ULLEVIG, INC, CONTRACTUAL SVC,674.77; FLOYD'S TRUCK CENTER, INC,VEHICLE MTNC,3971.99; GENERAL ELECTRIC CAPITAL CORPORATION, DEP SUP,1436.01; HAWKINS, INC.,CHEMICALS,1658.8; HEILBRUN'S INC.,VEH MAINT,1661.9; HENKEL'S MACHINE AND WELDING, DEPT SUPPLIES, 1840; ICMA RETIREMENT TRUST-457,DEF COMP,1325.14; IDEAL LAUNDRY AND CLEANERS, INC.,JAN SUPP,1459.18; INGRAM LIBRARY SERVICES INC,BKS,98.49; INTERNAL REVENUE SERVICE,WITHHOLDINGS PP 10-1,64300.86; INTRALINKS, INC,CONTRACTUAL SERVICES,187.5; J G ELLIOTT CO.INC.,PUBLIC OFFICIAL BOND,100; JOHN DEERE FINANCIAL,UNIFORMS,3400.95; JOHN DEERE FINANCIAL,DEPT SUPP,20.47; KEARNEY INVESTMENT CORP,DEPT SCHL & CONF,89.95; KOIS BROTHERS EQUIPMENT CO INC,DEPT SUPPLIES,8619.69; LEAGUE ASSOCIATION OF RISK MANAGEMENT,FY15-16 PREMIUM, 665267.62; LEXISNEXIS RISK DATA MANAGMENT INC,CONSULTING,200; LUNDGREN SEED & GRAIN PRODUCTS,DEPT SUPP,35; M.C. SCHAFF & ASSOCIATES, INC,DEPT CNTRCL SRVCS,2430; MADER, PERRY,SCHOOL & CONF,34.72; MADISON NATIONAL LIFE,LIFE INS,1841.93; MATHESON TRI-GAS INC,DEPT SUP,126.97; MATTHEW M. HUTT, CONTRACTUAL SERVICE,450; MENARDS, INC,DEPT

SUP,650.72; MIDLANDS NEWSPAPERS, INC,LEGAL PUBLISHING,3198.89; MOWER SHOP, THE,EQUIP MAINT,383.23; MUNICIPAL PIPE TOOL CO, LLC,EQUIP MAINT,273.19; NE CHILD SUPPORT PAYMENT CENTER,NE CHILD SUPPORT PYBLE,1863.43; NE DEPT OF REVENUE,W/H,21251.56; NE LAW ENFORCEMENT TRAINING CENTER,SCHOOLS & CONF,190; NEBRASKA RURAL WATER ASSOCIATION,SCHOOLS & CONF,870; NEBRASKA INTERACTIVE, LLC,DRIVING RECORDS,9; NEBRASKA PUBLIC POWER DISTRICT,ELECTRIC,42356.05; NEBRASKA STATEWIDE ARBORETUM, MEMBERSHIPS, 130; NELSON ELECTRIC MOTOR SERVICE, INC,BUILDING MAINT,469.9; NEMNICH AUTOMOTIVE, VEH MAINT,1596.41; NEOPOST,POSTAGE,1600; NORTHERN SAFETY COMPANY, INC.,DEPT SUP,585.06; NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF, GROUNDS MAINT,98.58; OCLC ONLINE COMPUTER LIBRARY CENTER, INC,CONT. SRVCS,310.39; PANHANDLE AREA DEVELOPMENT DISTRICT,MEMBERSHIP,11815.6; PANHANDLE COOPERATIVE ASSOCIATION,GASOLINE,18848.54; PANHANDLE ENVIRONMENTAL SERVICES INC,SAMPLES,126; PANHANDLE RC&D,MEMBERSHIP DUES,300; PLATTE VALLEY BANK,HEALTH SAVINGS,14320.91; POSTMASTER,POSTAGE,668.35; POWERPLAN,EQUIPMENT MTNC,1000.15; PROTEX CENTRAL, INC.,CONTRACTUAL SERV,23.75; QUILL CORPORATION, DEPT SUPPL,1939.66; RAILROAD MANAGEMENT CO III, LLC,RENT - LAND,321.56; REGANIS AUTO CENTER, INC,VEH MAINT,56.8; REGION I OFFICE OF HUMAN DEVELOPMENT,CONTRACTUAL SERVICES,825; REGIONAL CARE INC,HEALTH CLAIMS,25795.18; ROCKSTEP SCOTTSBLUFF LLC,MONUMENT MALL,12081.24; RUSHMORE MEDIA COMPANY, INC,CONTRACTUAL SVC,445.5; S M E C,EMPLOYEE DEDUCTIONS,236; SANDBERG IMPLEMENT, INC,EQUIP MAINT,280.16; SCB COUNTY,DEPT SUP,58; SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,195; SCOTTS BLUFF COUNTY COMMUNICATIONS CENTER,INTERLOCAL AGREEMENT FY15-16,91575; SCOTTS BLUFF COUNTY COURT,SEPT 2015 COURT COSTS,187; SCOTTS BLUFF COUNTY ROADS DEPT,FINAL PAYMENT FOR 21ST AVE. OVERLAY,4143.4; SCOTTSBLUFF BODY & PAINT, CIP-PO# 1,550; SCOTTSBLUFF LANDSCAPING INC,CONTRACTUAL SERV,850; SCOTTSBLUFF POLICE OFFICERS ASSOCIATION,POLICE EE DUES,576; SCOTTSBLUFF PUB SCHOOLS,LICENSE,23662; SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC,DEPT SUPP,180; SCOTTSBLUFF WINNELSON COMPANY,DEPT SUPP,37.28; SHAFFER PUBLICATONS, SBSCRIP,2198.15; SIMMONS OLSEN LAW FIRM, P.C.,CONTRACTUAL SERVICES, 11308.1; SIMON CONTRACTORS,CONCRETE,3613.5; SOURCE GAS,BLDG MAINT, 354.21; SPENCER, KEVIN,SCHOOLS & CONF,48; STATE OF NEBR,TELEPHONE,2.68; THE CHICAGO LUMBER COMPANY OF OMAHA INC,DEPT SUPP,3.98; THOMAS P MILLER & ASSOCIATES, LLC,CONTRACTUAL,46754.5; TOMMY'S JOHNNYS INC,DEPT SUPP,150; TWIN CITIES DEVELOPMENT ASSOC, INC,RE-CERTIFICATION,4875; TYLER TECHNOLOGIES, INC, INSITE TRANSACTION FEES,1503; UNIQUE MANAGEMENT SERVICES, INC, CONT. SRVCS,447.5; UPSTART ENTERPRISES, LLC,DEPT SUPPL,31; US BANK,SCHOOLS & CONF,2846.86; W & R INC,ELECTRICAL MAINT,5103; WELLS FARGO BANK, N.A.,RETIREMENT,30918.45; WESTERN COOPERATIVE COMPANY,DEPT SUPP,46; WESTERN PATHOLOGY

CONSULTANTS, INC, CONTRACTUAL SERVICES, 95.5; WESTERN PLAINS BUSINESS SOLUTIONS, CONTRACTUAL SVC, 74.4; WYOMING FIRST AID & SAFETY SUPPLY, LLC, FIRST AID KIT SUPPLIES, 72.09; YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE, MEMBERSHIP, 1958; REFUNDS: ERIK MICHALSKI 23.14; LINDA HORN 17.41; CODY SMALLFOOT 82.64.

Moved by Mayor Meininger, seconded by Council Member Hilyard, "to approve the payment to First State Bank for a warrant paydown in the amount of \$37,557.98," "YEAS", Gonzales, Colwell, Hilyard and Meininger, "NAYS" None. Absent: None. Abstain: Shaver.

City Manager Kuckkahn presented the bids for warrants based on the following quotes: First National Bank 1.61% and First State Bank 0.77%. Regarding the bid for warrants, Council Member Shaver declared a conflict of interest. Moved by Mayor Meininger, seconded by Council Member Hilyard, "to declare a conflict of interest for Council Member Shaver regarding the bids for warrants and excuse him from voting on or discussing this item," "YEAS", Gonzales, Shaver, Colwell, Hilyard and Meininger, "NAYS" None. Absent: None.

Moved by Mayor Meininger, seconded by Council Member Hilyard, "to award the bid for warrants to First State Bank in the amount of 0.77%," "YEAS", Gonzales, Colwell, Hilyard and Meininger, "NAYS" None. Absent: None. Abstain: Shaver.

Regarding the payment to First State Bank for outstanding warrant principal and interest, Council Member Shaver declared a conflict of interest. Moved by Mayor Meininger, seconded by Council Member Hilyard, "to declare a conflict of interest for Council Member Shaver regarding the payment to First State Bank for warrants and excuse him from voting on or discussing this item," "YEAS", Gonzales, Shaver, Hilyard, Colwell and Meininger, "NAYS" None. Absent: None.

Moved by Mayor Meininger, seconded by Council Member Hilyard, "to approve the request for payment of outstanding warrant principal and interest at First State Bank and approve Resolution No. 15-10-01," "YEAS", Gonzales, Colwell, Hilyard and Meininger, "NAYS" None. Absent: None. Abstain: Shaver.

RESOLUTION NO. 15-10-01

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

That the claim of First State Bank in the amount of \$38,145.78 to pay warrant interest to 9-30-15 for the Cirrus House TIF Project, is approved and the city clerk is authorized to issue warrants for the payment of such claims.

That the claim of First State Bank in the amount of \$35,111.04, to payoff outstanding warrant principal and \$2,436.74 to pay warrant interest to 9-30-15 for the Paving District #300, is approved and the city clerk is authorized to issue warrants for the payment of such claims.

That the claim of First State Bank in the amount of \$17,077.55, to payoff outstanding warrant principal to 9-30-15 for the Paving District #306, is approved and the city clerk is authorized to issue warrants for the payment of such claims.

That the claim of First State Bank in the amount of \$27,768.55, to payoff outstanding warrant principal and \$559.32 to pay warrant interest to 9-30-15 for the Paving District #307, is approved and the city clerk is authorized to issue warrants for the payment of such claims.

That the claim of First State Bank in the amount of \$15,829.51, to payoff outstanding warrant principal and \$377.91 to pay warrant interest to 9-30-15 for the Paving District #308, is approved and the city clerk is authorized to issue warrants for the payment of such claims.

That the claim of First State Bank in the amount of \$18,468.51, to payoff outstanding warrant principal and \$207.83 to pay warrant interest to 9-30-15 for the Paving District #309, is approved and the city clerk is authorized to issue warrants for the payment of such claims.

That the claim of First State Bank in the amount of \$6,833.19, to payoff outstanding warrant principal to 9-30-15 for the Paving District #310, is approved and the city clerk is authorized to issue warrants for the payment of such claims.

That the claim of First State Bank in the amount of \$9,593.05, to payoff outstanding warrant principal and \$33.16 to pay warrant interest to 9-30-15 for the Paving District #311, is approved and the city clerk is authorized to issue warrants for the payment of such claims.

That the claim of First State Bank in the amount of \$215,151.30, to payoff outstanding warrant principal and \$425.72 to pay warrant interest to 9-30-15 for the Paving District #312, is approved and the city clerk is authorized to issue warrants for the payment of such claims.

That the claim of First State Bank in the amount of \$11,008.44, to payoff outstanding warrant principal and \$2,093.76 to pay warrant interest to 9-30-15 for the Sewer District #163, is approved and the city clerk is authorized to issue warrants for the payment of such claims.

That the claim of First State Bank in the amount of \$5,269.71 to pay warrant interest to 9-30-15 for the Sewer District #164, is approved and the city clerk is authorized to issue warrants for the payment of such claims.

That the claim of First State Bank in the amount of \$270.37 to pay warrant interest to 9-30-15 for the Sewer District #166, is approved and the city clerk is authorized to issue warrants for the payment of such claims.

That the claim of First State Bank in the amount of \$9,219.56, to payoff outstanding warrant principal and \$1,361.57 to pay warrant interest to 9-30-15 for the Water District #97, is approved and the city clerk is authorized to issue warrants for the payment of such claims.

That the claim of First State Bank in the amount of \$18,486.79, to payoff outstanding warrant principal and \$9,121.06 to pay warrant interest to 9-30-15 for the Water District #99, is approved and the city clerk is authorized to issue warrants for the payment of such claims.

That the claim of First State Bank in the amount of \$16,049.76, to payoff outstanding warrant principal and \$2,486.60 to pay warrant interest to 9-30-15 for the Water District #101, is approved and the city clerk is authorized to issue warrants for the payment of such claims.

That the claim of First State Bank in the amount of \$4,978.41, to payoff outstanding warrant principal and \$53.99 to pay warrant interest to 9-30-15 for the Water District #102, is approved and the city clerk is authorized to issue warrants for the payment of such claims.

That the claim of First State Bank in the amount of \$75,191.95, to payoff outstanding warrant principal and \$137.72 to pay warrant interest to 9-30-15 for the Water District #105, is approved and the city clerk is authorized to issue warrants for the payment of such claims.

That the claim of First State Bank in the amount of \$24,340.00, to payoff outstanding warrant principal and \$336.60 to pay warrant interest to 9-30-15 for the Downtown Project Phase #3, is approved and the city clerk is authorized to issue warrants for the payment of such claims.

Passed and approved this 19th day of October, 2015.

Mayor

ATTEST:

City Clerk
"seal"

Mr. Kuckkahn presented the payment for Paving District 311, Five Oaks Street which is a progress payment of \$2409.00 to Baker & Associates for engineering services and \$261,822.00 to Infinity Construction. Moved by Council Member Shaver, seconded by Council Member Hilyard, "to approve the request for payment of claims by warrant for Paving District #311, Five Oaks Street Improvements and approve Resolution No. 15-10-02," "YEAS", Gonzales, Shaver, Hilyard, Colwell and Meininger, "NAYS" None. Absent: None.

RESOLUTION NO. 15-10-02

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

That the claim of Baker & Assoc, Inc. in the amount of \$2,409.00, being the fourth pay estimate for Paving District #311, is approved and the City Clerk is authorized to issue a warrant for the payment of such claim.

That the claim of Infinity Construction, Inc. in the amount of \$261,822.00, being the fifth 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 19th day of October, 2015.

Mayor

ATTEST:

“seal”

Mr. Kuckkahn explained the emergency item to consider the payment by warrant for Paving District 312 to Infinity Construction in the amount of \$169,875.34. The work has been completed and we want to make sure the contractor is paid so the work on the project does not stop. Council Member Shaver commented that a delay in filing the paper work should not constitute an emergency. Deputy City Attorney Hadenfeldt explained that the nature of the emergency is that the city risks delay of the project if payment is not made, as the weather would not allow paving and the project could be delayed until spring. Moved by Mayor Meininger, seconded by Council Member Hilyard, “to approve the request for payment of claims by warrant for Paving District #312, Reganis Street Improvements,” “YEAS”, Gonzales, Hilyard, Colwell and Meininger, “NAYS” None. Absent: None. Abstain: Shaver.

Council reviewed the August 2015 Financial Report. There were no comments from the Council.

Stacey Fisher, Adrienne Leopard and Amber Schiltz approached the Council and explained their proposal to repair, improve and maintain the dog park located in Riverside Park. There are a number of posts and fencing issues that need to be repaired along with improvements to the parking and landscaping. They also want to make improvements to the agility section of the park. The Boy Scouts are interested in helping with the project. The group would like to eventually expand the park to the west, include additional parking and handicap accessibility. The approximate cost of the improvements is \$25,000.00 and they are currently working on fund raisers.

There are approximately 20 dogs at the dog park on the weekends. They expect this number to increase as more people find out about the park. Council Member Colwell asked what the group anticipates as far as responsibilities for the City. Mr. Fisher explained that the responsibilities would be the same as now, basic maintenance. Mayor Meininger commented that he thinks the concept is good and encouraged the group to work with Assistant City Manager Johnson and the Park and Recreation Department. Mr. Kuckkahn suggested they develop a contract with the City, defining duties and responsibilities of both parties. Council Member Shaver voiced his appreciation of the volunteer group working to inform more people about the dog park.

Angela Kembel, Holiday Parade Coordinator, approached the Council and explained the activities surrounding the annual Holiday Parade on November 28, 2015. The Downtown Business Association is requesting a Community Festival Permit for activities requiring the streets to be blocked, which will include vendors and a noise permit. They will have a tree lighting ceremony in the mini park on Broadway and numerous holiday activities. Moved by Mayor Meininger, seconded by Council Member Shaver, “to approve the Community Festival Permit for a Holiday Parade on Broadway and tree lighting ceremony sponsored by the Downtown Business Association on November 28, 2015, 4:00 p.m. to 9:00 p.m., including street closures, vendors and noise permit,” “YEAS”, Gonzales, Shaver, Hilyard, Colwell and Meininger, “NAYS” None. Absent: None.

Mr. Robert Yendra with Whiskey Creek has submitted an application to serve as the Liquor License Manager for the local Whiskey Creek. He explained that in the past there were some issues with servers, resulting in some violations for the business. Mayor Meininger asked how he would prevent these issues from happening again. Mr. Yendra explained that all servers will take the Whiskey Creek responsible alcohol server training as well as the Nebraska State Patrol server training. They have a no tolerance

policy with employees who serve alcohol to minors. The previous manager was out of Kearney, and Mr. Yendra would also live in a different area. He explained that they are currently working on some management changes. He explained that he has frequent communication with the current restaurant manager.

Lanette Richards, Executive Director of Monument Prevention Coalition, addressed the Council with her concerns about the Whiskey Creek Liquor License Manager situation, as they have had four violations since 2002, three involved sales to minors. She is mainly concerned about having an out of town manager. The Nebraska Liquor Control Commission informed Ms. Richards that the City Council can request a hearing regarding the license and require a local manager. Council Member Shaver expressed a concern about the manager living out of town and would like the Liquor License Investigatory Board give input regarding the manager license. Moved by Council Member Gonzales, seconded by Council Member Hilyard, "to submit a neutral recommendation to the Nebraska Liquor Control Commission regarding the appointment of Robert Yendra as the Whiskey Creek Liquor License Manager," "YEAS", Gonzales, Hilyard, Colwell and Meininger, "NAYS" Shaver. Absent: None.

City Manager Kuckkahn presented the request for an Ag Estate Dwelling located in the East Half of the Southwest Quarter of Section 10, Township 22 North, Range 55 West of the 6th P.M., Scottsbluff County, NE, which is located north of 42nd Street and West of Highway 71. The owners requested this variance to allow the land which is not being utilized to be sold and developed. The Board of Adjustment approved the variance at their August 10, 2015 meeting and the Planning Commission recommended approval of the Ag Estate Dwelling plat at their October 12, 2015 meeting. Moved by Mayor Meininger, seconded by Council Member Hilyard, "to approve the Ag Estate Dwelling Plat for a tract situated in the E ½ of SW ¼ of Section 10, Scotts Bluff County, and approve the certificate," "YEAS", Gonzales, Shaver, Hilyard, Colwell and Meininger, "NAYS" None. Absent: None.

Assistant City Manager Johnson presented an agreement with Baker and Associates for design elements relative to the Cleveland Field project. City staff has completed the demolition of the dugouts and backstops. This agreement is needed to move forward with replacement of these items and handicap ramps. This contract will not exceed \$5,400.00. Mr. Kuckkahn also explained that we have a contractor who is willing to install the safety railing for \$1700.00, so that work is also being completed. Council Member Shaver pointed out that the total amount which will be paid by the City is currently \$7,000.00 plus the in-kind contribution. Mr. Kuckkahn said there are adequate funds budgeted for this work. Moved by Council Member Shaver, seconded by Council Member Gonzales, "to approve the engineering agreement with Baker and Association for Cleveland Field improvements and authorize the Mayor to sign the proposal," "YEAS", Gonzales, Shaver, Hilyard, Colwell and Meininger, "NAYS" None. Absent: None.

Mr. Bob Hessler addressed the Council regarding the progress of the Cleveland Field improvements. He complimented the city staff for the excellent job they have done with the demolition and preparation work on the field improvements. The committee is continuing to get the improvements done and want to try to get as much done as possible while the weather is nice. Mayor Meininger commented that the original estimate of improvements was \$25,000.00, of which some of the funds have been donated. The Elks have awarded \$5,000.00 for the scoreboard and NPPD submitted a Community Service request which was approved. Council Member Shaver asked if the schools had been contacted regarding their financial participation, as he suggested at the last meeting. Mr. Hessler explained that he is still working on in-kind contributions so hopefully they won't need to seek other funding. Mayor Meininger mentioned that the \$15,000.00 for Cleveland Field could feasibly come from the cell tower lease payment at the 23 Club location. Moved by Mayor Meininger, seconded by Council Member

Colwell, "to authorize funding up to \$15,000.00 to be paid in incremental payments for Cleveland Field improvements for concrete and dugout related work," "YEAS", Gonzales, Hilyard, Colwell and Meininger, "NAYS" Shaver. Absent: None.

Mr. Johnson explained that Unite Private Networks' installation of small cell fiber optic cables is a site specific project for Scottsbluff. Verizon is currently working with Unite Private Networks. Mr. Thomas Pope, Unite Private Networks, gave the Council information regarding the installation of small cell fiber optic cables. His company is based in Kansas City and they are mainly located in the Midwest markets. These small cells that are installed to existing light and power poles are low powered and help alleviate the strain on cell towers. They are placed in concentrated areas, schools, malls, airports, etc. Mr. Johnson informed the Council that the legal department has reviewed the right of way agreement and staff is recommending approval. Moved by Mayor Meininger, seconded by Council Member Shaver, "to approve the Right of Way Agreement for Fiber Optic Cables with Unite Private Networks, LLC and authorize the Mayor to execute the agreement," "YEAS", Gonzales, Hilyard, Colwell, Shaver and Meininger, "NAYS" None. Absent: None.

Abby Yellman, Library Director, informed the Council that she reviewed the Library Policies and Strategic Plan with the Library Board at their October 7th meeting. The Board reaffirmed their approval of inclusion of the statements by the American Library Association within the policy. This is a guiding document to develop policy and transparency. Based on input from other libraries, it is not uncommon to include these statements in library policies. Moved by Council Member Colwell, seconded by Council Member Gonzales, "to approve the revised Library Policies and Strategic Plan," "YEAS", Gonzales, Hilyard, Colwell and Meininger, "NAYS" Shaver. Absent: None.

City Manager Kuckkahn gave the Council an update of the Comprehensive Plan and the website containing the survey questions for the Comprehensive Plan. The website can be found at scottsbluffplanning.org. There are 5 categories that citizens can respond to regarding a number of city services. There will also be opportunities for citizens to comment through open houses scheduled over the next month. Council also suggested taking surveys to the senior living facilities, distribute through the utility bills, the high school, hospital and college.

Council discussed the need to schedule a strategic planning and goal setting session. A meeting will be scheduled for November 30, 2015.

Under Council Reports, Mr. Johnson reported that some of the Council Members can contact him regarding tours of the parks. Council Member Gonzales reported that the schools are very appreciative of the involvement of the City with their programs.

Moved by Council Member Shaver, seconded by Council Member Colwell, "to adjourn the meeting at 7:10 p.m.," "YEAS", Gonzales, Hilyard, Colwell, Shaver and Meininger, "NAYS" None. Absent: None.

Mayor

Attest:

City Clerk

“SEAL”

City of Scottsbluff, Nebraska

Monday, November 2, 2015

Regular Meeting

Item Consent2

Council to acknowledge a liability claim from Linda Glandt, which has been forwarded to the city's insurance company.

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:

City of Scottbluff

CONTACT NAME:

Cindy Dickinson

PHONE:

308.630.6331

LOSS

DATE OF LOSS: 8/5/2015

TIME OF LOSS: unknown

DEPARTMENT: Police Dept.

HAS THIS LOSS BEEN PREVIOUSLY REPORTED? ☐ YES ☒ NO

DATE:

TO WHOM:

LOCATION OF ACCIDENT (INCLUDE CITY & STATE):

2401 2nd Ave., Scottsbluff, NE 69361

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

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: Linda Glandt, 2401 2nd Ave., Scottsbluff, NE

2:

3:

1: 308.641.7788

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: _____

PHONE: _____

* PROPERTY DAMAGE LOSS *

DESCRIBE DAMAGED PROPERTY:

Damaged door from police entry to property.

ESTIMATE OF LOSS: \$ 2969.18

CONTACT PERSON TO VIEW DAMAGED PROPERTY:

NAME: Linda Glandt

PHONE: 308.641.7788

WITNESSES

NAME & ADDRESS

MEMBER/EMPLOYEE

BUSINESS PHONE

HOME PHONE

☐ YES ☐ NO

☐ YES ☐ NO

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

REPORTED BY: Cindy Dickinson

DATE: 308.630.6221

SIGNATURE: Cindy Dickinson

MEMBER EMAIL: cdickins@scottbluff.org

DATE:

REV. 2/6/15

In the early morning of August 5, 2015 I was awakened by my dog barking and male voices in my house. I discovered several police officers in my house. They had arrested my son and two other people who were sleeping downstairs and taken them to jail. After they left I noticed damage to my front and back doors and screen doors, ~~caused~~ which was caused while attempting to gain entry to my house. The doors had been kicked or hit with a heavy object. Door handles and locks were damaged. Framing around doors were splintered and pulled from the walls. One of the officers secured my front door with a board.

Linda Glandt
2401 2nd Ave
Scottsbluff, Ne



PICKING LIST - GUEST COPY

STORE # 3260 SCTB
2401 Delta Drive
Scottsbluff, NE 69361

PHONE: (308) 630-0054
FAX: (308) 632-3448

CASHIER - PRESS RECALL TRANS
AND SCAN BARCODE ==>

SCTB 00460



CASHIER:

PAGE 1 OF 1

PLEASE STAPLE

RECEIPT HERE.

Origins /

SOLD BY: DANIEL B.
DATE: 10/17/15

Linda 2401
641-7188 2nd
4U

GUEST NAME - ADDRESS - PHONE

Scottsbluff, NE
69361-3842

JOB DESC:

QUANTITY	DESCRIPTION	SKU NUMBER	UNIT PRICE	EXTENDED PRICE
1 NOSO	E-660 HALF MOON 4-PNL PH 32X80 RH DB	414-2621	179.00*	179.00
1 NOSO	E-660 HALF MOON 4-PNL PH 36X80 RH DB	414-2663	179.00*	179.00
1 EACH	LIBERTY STORM DOOR WHITE 32X80 630-08	415-2291	118.00	118.00
1 EACH	CLASSIC SV 36X80 WH CL2F036WH	415-7990	169.00	169.00
2 EACH	CONTRACTR BNDL 12"-14.75"3/8 X 1-1/2	433-4219	4.47	8.94
2 EACH	SN COMBO CYPRUS /DB SNG TRUBOLT 1734412 440-0223		36.99	73.98
4 each	1/2 key torx 3 1/2" knbl serw	2303907	9.45	37.80
2 each	tubes clear silicon		5.00	10.00
2 each	tubes white latex paintable			20.00

**TO AVOID PRODUCT NOT BEING AVAILABLE ON A LATER DATE
PLEASE PICK UP ALL MERCHANDISE TODAY. THANK YOU.**

This is a quote valid today. Upon payment this quote becomes a yard picking list subject to the terms and conditions below. Quantities listed above may exceed quantities available for immediate pick-up. Product is not held for a specific guest, but instead is available to the buying public on a first come, first serve basis. Please pickup all purchases made on this picking list immediately. Failure to pick up products on this picking list today will result in additional charge to you if, on the day of pick up, the retail price of the products are higher than on the day purchased. Menards liability to you is limited to refunding your original purchase price for any product not picked up.

Guest Instructions:

1. Take this picking list to a cashier to pay for the merchandise.
2. Enter the outside yard to pick up your merchandise. (All vehicles are subject to inspection.)
3. Load your merchandise. (Menards Team Members will gladly help you load your materials but cannot be held liable for damage to your vehicle.)
4. When exiting the yard, present this list to the Gate Guard. (The Gate Guard will record the items you are taking with you.)
5. Sign the Gate Guard's signature pad verifying you've received the merchandise.

PRE-TAX TOTAL: 727.92

Our insurance does not allow us to tie down or secure your load, trunk lid, etc. For your convenience, we supply twine, but you will have to decide whether or not your load is secure and if the twine supplied is strong enough. If you do not believe the twine will suffice, stronger material can be purchased inside the store.

READ THE TERMS AND CONDITIONS CAREFULLY. All returns are subject to Menards' posted return policy. In consideration for Menards low prices you agree that if any merchandise purchased by you is defective, Menards will agree to exchange the merchandise or refund the purchase price based on the form of original payment. You agree that there shall be no other remedy available to you. If there is a warranty provided by the manufacturer, that warranty shall govern your rights and Menards shall be selling the product "AS IS." Oral statements do not constitute warranties, and are not a part of this contract. The guest agrees to inspect all merchandise prior to installing or using it. **UNDER NO CIRCUMSTANCES SHALL MENARDS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.** MENARDS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE MERCHANDISE. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its applicable Consumer or Commercial Arbitration Rules, and judgments on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The guest agrees to these terms and conditions through purchase of merchandise contained on this document.

THIS IS NOT A RECEIPT

GATE GUARD - SCAN HERE ==>



October 19, 2015

INVOICE #2401G:

RE: 2401 2nd Avenue, Scottsbluff, NE 69361
R&R Front and Back Residential Doors

Invoice for Linda Glandt (Homeowner)

SERVICES PERFORMED OUTLINED BELOW:

1. Demo and Disposal Front & Rear Entry Doors; incl. storm doors Labor = \$ 727.92
2. Installation & Finish (Front & Rear Entry Doors: includes Storm doors) =\$ 1,455.84
3. Cost of materials are shown on Menard's Receipt (pg. 2)

TOTAL LABOR = \$ 2,183.76

TOTAL MATERIAL= \$ 785.42

Sub Total \$2969.18

City of Scottsbluff, Nebraska

Monday, November 2, 2015

Regular Meeting

Item Consent3

Council to acknowledge a liability claim from Makala Snover, which has been forwarded to the city's insurance company.

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: 9/16/15 (approx) TIME OF LOSS: unknown

DEPARTMENT: Water Department

HAS THIS LOSS BEEN PREVIOUSLY REPORTED? ☐ YES ☒ NO

DATE:

TO WHOM:

LOCATION OF ACCIDENT (INCLUDE CITY & STATE):

1928 Ave. B, Scottsbluff, NE 69361

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

unknown

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: Makala Snover, 1928 Ave. B, Scottsbluff, NE 69361

2:

3:

1: 308.672.6111

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: _____

PHONE: _____

* PROPERTY DAMAGE LOSS *

DESCRIBE DAMAGED PROPERTY:

City staff changed the water meter at the property listed above, appears that the meter spud was not tight, water leaked, causing damage to claimant's floor.

ESTIMATE OF LOSS: \$ unknown

CONTACT PERSON TO VIEW DAMAGED PROPERTY:

NAME: Makala Snover

PHONE: 308.672.6111

WITNESSES

NAME & ADDRESS

MEMBER/EMPLOYEE

BUSINESS PHONE

HOME PHONE

☐ YES ☐ NO

☐ YES ☐ NO

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

REPORTED BY: Cindy Dickinson

DATE: 10/21/15

SIGNATURE: Cindy Dickinson

MEMBER EMAIL: cdickins@scottsbluff.org

DATE: 10/19/15

REV. 2/6/15

RECEIVED OCT 20 2015

CR

10/20/15

Dear Cindy Dickenson,

I am writing this letter in regards to damage to my property as a result of having my water meter changed on the water main in my home. I received a letter from the City of Scottsbluff requesting that I schedule an appointment to change the meter out. So as the letter requested I called and had this done in the middle of Sept 2015. So about a month later I noticed in my basement there was water underneath my wood flooring. Upon further investigation I discovered that the new water meter was the cause of the water. As a result of the leak my wood flooring is ruined it is all warped and carpeting in another room is saturated. This needs immediate repair to prevent mold and mildew.

I am asking for the City of Scottsbluff to have my flooring replaced, and also I do not believe I should be billed for the water that leaked. I believe since the new meter was not properly installed this is a direct result. A technician did come repair the leaky meter, and at that time he told me the meter was not even tightened on the water main. I look forward to hearing from you regarding this matter.

Thank you,

Makala Snover

1928 Avenue B

Scottsbluff, NE 69361

(308) 672-6111

Memo

Date: October 12, 2015
To: Cindy Dickinson, City Clerk
From: Jack Satur, Water System Supervisor JS.
CC: Mark Bohl, Director of Public Works
Re: Claim of Water Damage - 1928 Ave B

With this memo, we want to provide information with regard to our work at 1928 Avenue B.

On September 16, 2015, we changed the water meter at this address to a new radio read style. After the change was made and water service was restored, our serviceman checked to see if water was leaking from the meter. This is protocol for all meter changes. Everything appeared normal with no water leaking.

On October 12, 2015 at 8:40 a.m., Vicky received a call from Makala Snover stating that the water meter was leaking and it had leaked all over her floor. Vicky sent our serviceman to check the leak and make repairs. Our serviceman found water leaking from one of the meter spuds. The meter spud was tightened and the leak stopped. The floor was wet with water seeping up between the seams of the wood floor when stepped on.

We have attached copies of both work orders to accompany this memo. Please don't hesitate to call if you have questions or need anything else from us.



City of Scottsbluff, NE

Service Order

Job Date: 9/16/2015 10:00 AM
Job Code: MISC - MISCELLANEOUS
Group: UTILITIES
Staff: 1ST AVA

Service Order #: SO0011620
Job Action: Miscellaneous
Issued By: VICKY THOMASON
Requested By: MAKALA SNOVER

Location: 1928 AVE B SCOTTSBLUFF NE 69361
Account: 005-5786-02 MAKALA SNOVER

Services

Service	Action	Current Meter #	Meter Serial #	Remote Id #	Scale	Last Read	Reading	New Meter #	Set Reading
WA - WATER	No Action	15510	24858192		1	4,351			
Meter Location: RMT N.									
SA - SANITATION	No Action					0 0			
SE - SEWER	No Action					0 0			
SW - STORMWAT	No Action					0 0			

Order Notes: CHG METER TO NEW STYLE

Completion Notes:

Change meter to a new style

Completion Date:

9-16-15

Worked By:

Rich

Approved By:

OUT 5/8 GR-R
#24858192
PR4357

IN 5/8 ECR
#73166758
PR0000
FlexPro #
81379794

9/14/2015 9:49:40 AM





Job Date: 10/12/2015 8:00 AM
 Job Code: MISC - MISCELLANEOUS
 Group: UTILITIES
 Staff: 1ST AVA

Service Order #: SO0012208
 Job Action: Miscellaneous
 Issued By: VICKY THOMASON
 Requested By: MAKALA SNOVER

Location: 1928 AVE B SCOTTSBLUFF NE 69361
 Account: 005-5786-02 MAKALA SNOVER

Services

Service	Action	Current Meter #	Meter Serial #	C #	Scale	Last Read	Reading	New Meter #	Set Reading
WA - WATER	No Action	73466738	73466738	81379794	1	0			
Meter Location: FR-RMT N.									
SA - SANITATION	No Action				0	0			
SE - SEWER	No Action				0	0			
SW - STORMWAT	No Action				0	0			

Order Notes: CUSTOMER REPORTS A LEAK WHERE THE METER IS. PLEASE CHECK

Meter spud was loose water was leaking
 Tightened the spud water quit, water was
 under the wood floor Home owner was very
 upset

Completion Notes:

Completion Date: 10-12-15

Worked By: Makala

Approved By:

City of Scottsbluff, Nebraska

Monday, November 2, 2015

Regular Meeting

Item Consent4

Council to set a public hearing for November 16, 2015 at 6:05 p.m. to consider a Class C liquor license application from The Stomping Ground LLC DBA Shots Bar & Grill, 1722 Broadway, Scottsbluff.

Staff Contact: Cindy Dickinson, City Clerk

City of Scottsbluff, Nebraska

Monday, November 2, 2015

Regular Meeting

Item Consent5

Council to ratify approval of the emergency item at the October 19, 2015 Council meeting authorizing payment to Infinity Construction in the amount of \$169,875.34 for Paving District 312.

Staff Contact: City Council

City of Scottsbluff, Nebraska

Monday, November 2, 2015

Regular Meeting

Item Claims1

Regular claims

Staff Contact: Finance



City of Scottsbluff, NE

Open Payable Report

As Of 11/02/2015

Summarized by Payable Account

Payable Number	Description	Vendor	Post Date	Payable Amount	Discount Amount	Shipping Amount	Tax Amount	Net Amount
Payable Account:	<u>713-21111 - ACCOUNTS PAYABLE</u>							
CM0000014	VEHICLE MAINT	HYDROTEX PARTNERS, LTD	08/05/2015	-35.00	0.00	0.00	0.00	-35.00
01997	33 car seats	GENERAL ELECTRIC CAPITAL C	09/30/2015	1,000.00	0.00	0.00	0.00	1,000.00
056589	Vehicle repairs	HEILBRUN'S INC.	09/30/2015	36.01	0.00	0.00	0.00	36.01
063175	vehicle mtnc	DALE'S TIRE & RETREADING, I	09/30/2015	1,499.34	0.00	0.00	0.00	1,499.34
07199	96 car seats	GENERAL ELECTRIC CAPITAL C	09/30/2015	2,951.52	0.00	0.00	0.00	2,951.52
08066	department supplies	GENERAL ELECTRIC CAPITAL C	09/30/2015	61.18	0.00	0.00	0.00	61.18
0900	CHEMICALS	ECOVERSE INDUSTRIES, LTD	09/30/2015	1,100.00	0.00	0.00	0.00	1,100.00
10.28.15	Murphy to FLST training- fuel cost	ANTHONY J MURPHY	09/30/2015	108.05	0.00	0.00	0.00	108.05
10398-2	fittings for air line	FYR-TEK INC	09/30/2015	26.05	0.00	0.00	0.00	26.05
10398-9	air line for portable cascade	FYR-TEK INC	09/30/2015	103.95	0.00	0.00	0.00	103.95
118266	equipment repairs	HIGH PLAINS SCUBA	09/30/2015	281.11	0.00	0.00	0.00	281.11
1220	hep b shot	COMMUNITY HEALTH-RWMC	09/30/2015	92.60	0.00	0.00	0.00	92.60
131505	vehicle mtnc	ELLIOTT EQUIPMENT COMPAN	09/30/2015	243.13	0.00	19.20	0.00	262.33
15005	power cord	DIGITAL HIGHWAY, INC	09/30/2015	41.50	0.00	0.00	0.00	41.50
151040	SAMPLES	PANHANDLE ENVIRONMENTA	09/30/2015	90.00	0.00	0.00	0.00	90.00
159372	dept supplies	CONWED PLASTICS ACQUISITI	09/30/2015	378.00	0.00	0.00	0.00	378.00
170443	cold weather dive gear	DIVE RESCUE, INC	09/30/2015	3,072.05	0.00	0.00	0.00	3,072.05
19738	200 uniform patches	EMBLEM'S INC	09/30/2015	240.00	0.00	0.00	0.00	240.00
26961	EQUIP MAINT	MUNICIPAL PIPE TOOL CO, LLC	09/30/2015	111.15	0.00	0.00	0.00	111.15
3030208	CLOTHING	SCOTTSBLUFF SCREENPRINTIN	09/30/2015	50.00	0.00	0.00	0.00	50.00
3196752-07	Ems supplies	REGIONAL WEST MEDICAL CEI	09/30/2015	10.44	0.00	0.00	0.00	10.44
3628846-61	staff testing	REGIONAL WEST MEDICAL CEI	09/30/2015	221.50	0.00	0.00	0.00	221.50
370	shipping oil test kit for UL testing	US BANK	09/30/2015	10.59	0.00	0.00	0.00	10.59
43006	portable 800 radio	ACTION COMMUNICATIONS II	09/30/2015	2,438.00	0.00	0.00	0.00	2,438.00
44030	DEPT SUPP	B&C STEEL CORPORATION	09/30/2015	7.86	0.00	0.00	0.00	7.86
51047	supplies	CITIBANK N.A.	09/30/2015	283.95	0.00	0.00	0.00	283.95
5142	EQUIP MAINT	MOWER SHOP, THE	09/30/2015	60.76	0.00	0.00	0.00	60.76
52383	dept supplies	CITIBANK N.A.	09/30/2015	42.99	0.00	0.00	0.00	42.99
5469	DEPT SUPPL	CROSSROADS MUSIC LLC	09/30/2015	644.93	0.00	0.00	0.00	644.93
55726	supplies	CITIBANK N.A.	09/30/2015	15.99	0.00	0.00	0.00	15.99
56790	supplies	CITIBANK N.A.	09/30/2015	1,651.58	0.00	0.00	0.00	1,651.58
57401	pallet of oil dry	HEILBRUN'S INC.	09/30/2015	329.85	0.00	0.00	0.00	329.85
70079	Boots/gloves and light boxes	DANKO EMERGENCY EQUIPMI	09/30/2015	1,915.40	0.00	0.00	0.00	1,915.40
7-18170	vehicle mtnc	FAT BOYS TIRE AND AUTO	09/30/2015	675.52	0.00	0.00	0.00	675.52
91934312	EQUIP MAINT	MOTOROLA SOLUTIONS, INC	09/30/2015	425.60	0.00	0.00	0.00	425.60
9753073177	CELL PHONES	CELLCO PARTNERSHIP	09/30/2015	131.18	0.00	0.00	0.00	131.18
Amazon 10.10.15	Misc.	AMAZON.COM HEADQUARTEI	09/30/2015	838.03	0.00	0.00	0.00	838.03
B125	SUPP - BALLASTS FOR CENTRAL G	CRESCENT ELECT. SUPPLY CO	09/30/2015	178.13	0.00	0.00	0.00	178.13
CM-1028	returned wrong lights	US BANK	09/30/2015	-73.60	0.00	0.00	0.00	-73.60
Culligan 09.28.15	Dep sup	B & H INVESTMENTS, INC	09/30/2015	81.50	0.00	0.00	0.00	81.50
INV0002013	dept supplies	HEILBRUN'S INC.	09/30/2015	227.89	0.00	0.00	0.00	227.89
INV0002014	dept supplies	B & H INVESTMENTS, INC	09/30/2015	89.75	0.00	0.00	0.00	89.75
INV0002033	legal fees	REGISTER OF DEEDS	09/30/2015	50.00	0.00	0.00	0.00	50.00
INV0002034	legal fees	SHERIFF'S OFFICE	09/30/2015	387.56	0.00	0.00	0.00	387.56
INV0002046	POSTAGE	CITY OF SCB	09/30/2015	24.09	0.00	0.00	0.00	24.09
INV0002047	LEGAL FEES	CITY OF SCB	09/30/2015	25.00	0.00	0.00	0.00	25.00
JULY-OCT2015	LEGAL FEES	SCOTTS BLUFF COUNTY COUR	09/30/2015	182.80	0.00	0.00	0.00	182.80
N5056287	RENT-POSTAGE MACHINE	NEOPOST USA INC	09/30/2015	324.59	0.00	0.00	0.00	324.59
OCT.1A	SUPP	B & H INVESTMENTS, INC	09/30/2015	25.25	0.00	0.00	0.00	25.25
R101004100	vehicle mtnc	FLOYD'S TRUCK CENTER, INC	09/30/2015	752.53	0.00	0.00	0.00	752.53
S2914-9	air compressor repairs	FYR-TEK INC	09/30/2015	2,060.65	0.00	0.00	0.00	2,060.65
SEP 2015	TELEPHONE	CELLCO PARTNERSHIP	09/30/2015	506.20	0.00	0.00	0.00	506.20
X101015160	vehicle mtnc	FLOYD'S TRUCK CENTER, INC	09/30/2015	71.04	0.00	0.00	0.00	71.04

Open Payable Report

As Of 11/02/2015

Payable Number	Description	Vendor	Post Date	Payable Amount	Discount Amount	Shipping Amount	Tax Amount	Net Amount
1657625242	EQUIP MAINT	AUTOZONE STORES, INC	10/09/2015	-10.00	0.00	0.00	0.00	-10.00
S15-311B	D.S. CANCELLED PERMIT	REULAND PAUL	10/19/2015	35.00	0.00	0.00	0.00	35.00
Hasler Invoice 10.19.15	Pstg	TOTAL FUNDS BY HASLER	10/27/2015	43.87	0.00	0.00	0.00	43.87
0008476-001	DEPT SUPP	CYNTHIA GREEN	11/02/2015	100.46	0.00	0.00	0.00	100.46
0008598-001	DEPT SUPP	CYNTHIA GREEN	11/02/2015	7.97	0.00	0.00	0.00	7.97
0008971-001	dept supp	CYNTHIA GREEN	11/02/2015	89.89	0.00	0.00	0.00	89.89
0036703-IN	CONTRACT - DOT TESTING	WESTERN PATHOLOGY CONSL	11/02/2015	200.00	0.00	0.00	0.00	200.00
017401	DEPT SUPP	DILLMAN NANCY	11/02/2015	47.07	0.00	0.00	0.00	47.07
02479	department supplies	GENERAL ELECTRIC CAPITAL C	11/02/2015	3.56	0.00	0.00	0.00	3.56
025-138688	ONLINE UB FEE	TYLER TECHNOLOGIES, INC	11/02/2015	348.00	0.00	0.00	0.00	348.00
02991	department supplies	GENERAL ELECTRIC CAPITAL C	11/02/2015	40.02	0.00	0.00	0.00	40.02
03734165	contractual	JOHN DEERE FINANCIAL	11/02/2015	1,170.00	0.00	0.00	0.00	1,170.00
0422576	DEPT SUPP	IDEAL LAUNDRY AND CLEANER	11/02/2015	44.23	0.00	0.00	0.00	44.23
0423303	CONTRACTUAL SVC	IDEAL LAUNDRY AND CLEANER	11/02/2015	23.39	0.00	0.00	0.00	23.39
04789	department supplies	GENERAL ELECTRIC CAPITAL C	11/02/2015	6.97	0.00	0.00	0.00	6.97
059300	vehicle repairs	HEILBRUN'S INC.	11/02/2015	8.92	0.00	0.00	0.00	8.92
05944	uniforms & clothing	HICKOX KEVIN	11/02/2015	41.72	0.00	0.00	0.00	41.72
060609	EQUIP MAINT	HEILBRUN'S INC.	11/02/2015	137.28	0.00	0.00	0.00	137.28
060622	EQUIP MAINT	HEILBRUN'S INC.	11/02/2015	9.75	0.00	0.00	0.00	9.75
060732	EQUIP MAINT	HEILBRUN'S INC.	11/02/2015	19.55	0.00	0.00	0.00	19.55
060830	veh maint	HEILBRUN'S INC.	11/02/2015	21.44	0.00	0.00	0.00	21.44
060968	EQUIP MAINT	HEILBRUN'S INC.	11/02/2015	5.89	0.00	0.00	0.00	5.89
061166	EQUIP MAINT	HEILBRUN'S INC.	11/02/2015	13.95	0.00	0.00	0.00	13.95
061709	VEH MAINT	HEILBRUN'S INC.	11/02/2015	21.37	0.00	0.00	0.00	21.37
061765	EQUIP MAINT	HEILBRUN'S INC.	11/02/2015	4.84	0.00	0.00	0.00	4.84
061797	EQUIP MAINT	HEILBRUN'S INC.	11/02/2015	24.92	0.00	0.00	0.00	24.92
061835	VEH MAINT	HEILBRUN'S INC.	11/02/2015	22.62	0.00	0.00	0.00	22.62
061880	VEH MAINT	HEILBRUN'S INC.	11/02/2015	4.09	0.00	0.00	0.00	4.09
061897	VEH MAINT	HEILBRUN'S INC.	11/02/2015	11.26	0.00	0.00	0.00	11.26
062232	vehicle mtnc	HEILBRUN'S INC.	11/02/2015	63.49	0.00	0.00	0.00	63.49
062281	vehicle mtnc	HEILBRUN'S INC.	11/02/2015	1.56	0.00	0.00	0.00	1.56
062390	vehicle mtnc	HEILBRUN'S INC.	11/02/2015	6.49	0.00	0.00	0.00	6.49
062701	vehicle repairs	HEILBRUN'S INC.	11/02/2015	80.01	0.00	0.00	0.00	80.01
062900	VEH MAINT	HEILBRUN'S INC.	11/02/2015	45.78	0.00	0.00	0.00	45.78
063329	dept supp	HEILBRUN'S INC.	11/02/2015	84.97	0.00	0.00	0.00	84.97
063876	VEH MAINT	HEILBRUN'S INC.	11/02/2015	11.99	0.00	0.00	0.00	11.99
064063	vehicle mtnc	DALE'S TIRE & RETREADING, IN	11/02/2015	450.68	0.00	0.00	0.00	450.68
064075	vehicle mtnc	DALE'S TIRE & RETREADING, IN	11/02/2015	861.36	0.00	0.00	0.00	861.36
065231	VEH MAINT	HEILBRUN'S INC.	11/02/2015	108.54	0.00	0.00	0.00	108.54
08538	department supplies	GENERAL ELECTRIC CAPITAL C	11/02/2015	57.22	0.00	0.00	0.00	57.22
085658	EQUIP MAINT	NEBRASKALAND TIRE, INC	11/02/2015	147.48	0.00	0.00	0.00	147.48
08984	DEPT SUP	GENERAL ELECTRIC CAPITAL C	11/02/2015	375.44	0.00	0.00	0.00	375.44
10123	GROUND MAINT	PAUL REED CONSTRUCTION &	11/02/2015	36.00	0.00	0.00	0.00	36.00
10152015	Mg sbscrips	KENT NEWS	11/02/2015	179.73	0.00	0.00	0.00	179.73
1030546	GROUDS MAINT	HULLINGER GLASS & LOCKS IN	11/02/2015	13.75	0.00	0.00	0.00	13.75
10441-9	regulator for compressor	FYR-TEK INC	11/02/2015	278.00	0.00	0.00	0.00	278.00
104910	vehicle mtnc	KOIS BROTHERS EQUIPMENT C	11/02/2015	69.12	0.00	13.86	0.00	82.98
1050639	FEES - GENERAL PENSION PLAN	WELLS FARGO BANK, N.A.	11/02/2015	1,028.00	0.00	0.00	0.00	1,028.00
1119480542667	Air Line tickets - Murphy NFA	US BANK	11/02/2015	467.98	0.00	0.00	0.00	467.98
1174	equip maint	RYAN R KUMM	11/02/2015	340.50	0.00	0.00	0.00	340.50
121	TREE REBATE	CLEMENS JERRY	11/02/2015	149.99	0.00	0.00	0.00	149.99
12125914	DEPT SUPP	MATHESON TRI-GAS INC	11/02/2015	14.25	0.00	0.00	0.00	14.25
12137682	DEPT SUPP	MATHESON TRI-GAS INC	11/02/2015	40.50	0.00	0.00	0.00	40.50
131607	vehicle mtnc	ELLIOTT EQUIPMENT COMPAN	11/02/2015	593.54	0.00	21.02	0.00	614.56
131652	vehicle mtnc	ELLIOTT EQUIPMENT COMPAN	11/02/2015	333.00	0.00	18.60	0.00	351.60
131662	vehicle mtnc	ELLIOTT EQUIPMENT COMPAN	11/02/2015	1,390.69	0.00	49.98	0.00	1,440.67
131791	dept supplies	ELLIOTT EQUIPMENT COMPAN	11/02/2015	3,060.00	0.00	300.00	0.00	3,360.00
13652	DEPT SUPP	KEMBEL SAND & GRAVEL CON	11/02/2015	121.35	0.00	0.00	0.00	121.35
1467085	DEPT SUP	US BANK	11/02/2015	53.40	0.00	0.00	0.00	53.40
147771	GROUND MAINT	INDEPENDENT PLUMBING ANI	11/02/2015	6.08	0.00	0.00	0.00	6.08

Open Payable Report

As Of 11/02/2015

Payable Number	Description	Vendor	Post Date	Payable Amount	Discount Amount	Shipping Amount	Tax Amount	Net Amount
151173	SAMPLES	PANHANDLE ENVIRONMENTA	11/02/2015	72.00	0.00	0.00	0.00	72.00
151202	SAMPLES	PANHANDLE ENVIRONMENTA	11/02/2015	72.00	0.00	0.00	0.00	72.00
16554	Supplies	CITIBANK N.A.	11/02/2015	113.88	0.00	0.00	0.00	113.88
1657625241	EQUIP MAINT	AUTOZONE STORES, INC	11/02/2015	52.49	0.00	0.00	0.00	52.49
1657628779	VEH MAINT	AUTOZONE STORES, INC	11/02/2015	21.64	0.00	0.00	0.00	21.64
16672	MEMBERSHIPS	US COMPOSTING COUNCIL	11/02/2015	295.00	0.00	0.00	0.00	295.00
1675	DEPT SUPPLIES	OPEN AIR CINEMA LLC	11/02/2015	6,134.46	0.00	0.00	0.00	6,134.46
16915	REPAIR SIGNAL AT 2ND & 27TH	GENERAL TRAFFIC CONTROLS,	11/02/2015	43.79	0.00	0.00	0.00	43.79
16917	REPAIR CAMERA AT I & W. OVERL	GENERAL TRAFFIC CONTROLS,	11/02/2015	91.42	0.00	0.00	0.00	91.42
20070	DEPT SUP	CITIBANK N.A.	11/02/2015	84.48	0.00	0.00	0.00	84.48
2015-216	CONTRACT SERVICES	DIAMONDBACK ENGINEERING	11/02/2015	6,925.00	0.00	0.00	0.00	6,925.00
2016	MEMBERSHIP	NEBRASKA ASSOCIATION OF C	11/02/2015	50.00	0.00	0.00	0.00	50.00
202926	DEPT SUPP	CONTRACTORS MATERIALS IN	11/02/2015	45.28	0.00	0.00	0.00	45.28
202953	SUPP	CONTRACTORS MATERIALS IN	11/02/2015	98.00	0.00	0.00	0.00	98.00
202979	dept supp	CONTRACTORS MATERIALS IN	11/02/2015	90.55	0.00	0.00	0.00	90.55
202995	SUPP - STAKES	CONTRACTORS MATERIALS IN	11/02/2015	34.59	0.00	0.00	0.00	34.59
203028	dept supp	CONTRACTORS MATERIALS IN	11/02/2015	135.83	0.00	0.00	0.00	135.83
213953	GROUPS MAINT	NORTHWEST PIPE FITTINGS, I	11/02/2015	114.85	0.00	0.00	0.00	114.85
214402	GROUND MAINT	NORTHWEST PIPE FITTINGS, I	11/02/2015	25.47	0.00	0.00	0.00	25.47
214525	DEPT SUPP	NORTHWEST PIPE FITTINGS, I	11/02/2015	9.21	0.00	0.00	0.00	9.21
2538	POSTAGE	NEOPOST	11/02/2015	300.00	0.00	0.00	0.00	300.00
2543	DEPT SUPP	CHRIS REYES	11/02/2015	432.50	0.00	0.00	0.00	432.50
254693	VEHICLE MAINT	HYDROTEX PARTNERS, LTD	11/02/2015	1,474.34	0.00	0.00	0.00	1,474.34
2548	DEPT SUPP	CHRIS REYES	11/02/2015	246.00	0.00	0.00	0.00	246.00
27462	CLEVELAND FIELD IMPROVEMENT	BAKER & ASSOCIATES INC	11/02/2015	1,515.00	0.00	0.00	0.00	1,515.00
2899	dept supp	SPENCER MCMURTRY	11/02/2015	594.70	0.00	0.00	0.00	594.70
2942	dept supp	SPENCER MCMURTRY	11/02/2015	135.60	0.00	0.00	0.00	135.60
3030958	uniforms	SCOTTSBLUFF SCREENPRINTIN	11/02/2015	528.00	0.00	0.00	0.00	528.00
3031026	UNIFORMS & CLOTHING	SCOTTSBLUFF SCREENPRINTIN	11/02/2015	883.82	0.00	0.00	0.00	883.82
3031027	UNIFORMS & CLOTHING	SCOTTSBLUFF SCREENPRINTIN	11/02/2015	35.00	0.00	0.00	0.00	35.00
309185	INVEST SUPPL	THE PEAVEY CORP	11/02/2015	335.00	0.00	0.00	0.00	335.00
325348	JANITORIAL SUPP	BLUFFS SANITARY SUPPLY INC	11/02/2015	344.78	0.00	0.00	0.00	344.78
325493	Jan sup	BLUFFS SANITARY SUPPLY INC	11/02/2015	121.40	0.00	0.00	0.00	121.40
325646	dept supplies	BLUFFS SANITARY SUPPLY INC	11/02/2015	43.07	0.00	0.00	0.00	43.07
325991	JANITORIAL SUPPL	BLUFFS SANITARY SUPPLY INC	11/02/2015	108.80	0.00	0.00	0.00	108.80
3331	vehicle repair supplies	CITIBANK, N.A.	11/02/2015	32.43	0.00	0.00	0.00	32.43
3518	EQUIP MAINT	CITIBANK, N.A.	11/02/2015	14.96	0.00	0.00	0.00	14.96
3787490	CHEMICALS	HAWKINS, INC.	11/02/2015	1,529.75	0.00	0.00	0.00	1,529.75
421219009	DEPT SUPPL	RR DONNELLEY	11/02/2015	410.23	0.00	0.00	0.00	410.23
422561	SUPP - MATS, TOWELS, CVRLLS	IDEAL LAUNDRY AND CLEANE	11/02/2015	85.71	0.00	0.00	0.00	85.71
425499	SUPP - MATS, TOWELS, CVRLLS	IDEAL LAUNDRY AND CLEANE	11/02/2015	61.11	0.00	0.00	0.00	61.11
4490775	SUPP	MIDWEST MOTOR SUPPLY CO	11/02/2015	78.99	0.00	0.00	0.00	78.99
4494	BLDG MAINT	SNELL SERVICES INC.	11/02/2015	240.55	0.00	0.00	0.00	240.55
4640	building mtnc	SNELL SERVICES INC.	11/02/2015	1,434.25	0.00	0.00	0.00	1,434.25
468694	CONTRACTUAL	STATE OF NE.	11/02/2015	315.00	0.00	0.00	0.00	315.00
469116	SAMPLES	STATE HEALTH LAB	11/02/2015	2,557.00	0.00	0.00	0.00	2,557.00
485914	24 shirts	ALAMAR CORP	11/02/2015	496.26	0.00	0.00	0.00	496.26
485914-01	12 shirts	ALAMAR CORP	11/02/2015	239.88	0.00	0.00	0.00	239.88
51382	dept supplies	KOIS BROTHERS EQUIPMENT	11/02/2015	950.00	0.00	166.00	0.00	1,116.00
5156	EQUUP MAINT	MOWER SHOP, THE	11/02/2015	49.53	0.00	0.00	0.00	49.53
5-199-87437	POSTAGE	FEDERAL EXPRESS CORPORATI	11/02/2015	84.95	0.00	0.00	0.00	84.95
52871	CONCRETE	CEMENTER'S INC	11/02/2015	810.00	0.00	0.00	0.00	810.00
52875	CONCRETE	CEMENTER'S INC	11/02/2015	562.50	0.00	0.00	0.00	562.50
52956	CONCRETE	CEMENTER'S INC	11/02/2015	742.50	0.00	0.00	0.00	742.50
53113808	UNIFORMS & CLOTHING	JOHN DEERE FINANCIAL	11/02/2015	88.97	0.00	0.00	0.00	88.97
53114880	uniforms & clothing	HICKOX KEVIN	11/02/2015	84.39	0.00	0.00	0.00	84.39
53843	special project	CLARK PRINTING LLC	11/02/2015	402.11	0.00	0.00	0.00	402.11
564860	CONTRACTUAL	CAPITAL BUSINESS SYSTEMS II	11/02/2015	97.60	0.00	0.00	0.00	97.60
5711210	Dep sup	DEMCO, INC	11/02/2015	978.77	0.00	0.00	0.00	978.77
58240	supplies	CITIBANK N.A.	11/02/2015	18.98	0.00	0.00	0.00	18.98

Open Payable Report

As Of 11/02/2015

Payable Number	Description	Vendor	Post Date	Payable Amount	Discount Amount	Shipping Amount	Tax Amount	Net Amount
585816	DEPT SUPP	SIMON CONTRACTORS	11/02/2015	1,159.48	0.00	0.00	0.00	1,159.48
588021	GRAVEL	SIMON CONTRACTORS	11/02/2015	349.58	0.00	0.00	0.00	349.58
588346	CONCRETE	SIMON CONTRACTORS	11/02/2015	594.00	0.00	0.00	0.00	594.00
588347	CONCRETE	SIMON CONTRACTORS	11/02/2015	2,779.50	0.00	0.00	0.00	2,779.50
588348	CONCRETE	SIMON CONTRACTORS	11/02/2015	339.50	0.00	0.00	0.00	339.50
588349	CONCRETE	SIMON CONTRACTORS	11/02/2015	728.00	0.00	0.00	0.00	728.00
589290	CONCRETE	SIMON CONTRACTORS	11/02/2015	101.36	0.00	0.00	0.00	101.36
589550	CONCRETE	SIMON CONTRACTORS	11/02/2015	315.25	0.00	0.00	0.00	315.25
595645	CONCRETE	SIMON CONTRACTORS	11/02/2015	519.75	0.00	0.00	0.00	519.75
595646	CONCRETE	SIMON CONTRACTORS	11/02/2015	412.25	0.00	0.00	0.00	412.25
595647	CONCRETE	SIMON CONTRACTORS	11/02/2015	594.00	0.00	0.00	0.00	594.00
59741	SUPP FOR CENTRAL GARAGE	HEILBRUN'S INC.	11/02/2015	82.75	0.00	0.00	0.00	82.75
60035	DEPT SUP	CITIBANK N.A.	11/02/2015	9.99	0.00	0.00	0.00	9.99
60226	dept supp	CITIBANK N.A.	11/02/2015	63.97	0.00	0.00	0.00	63.97
60607	PARTS FOR MOWER - BELT	HEILBRUN'S INC.	11/02/2015	7.98	0.00	0.00	0.00	7.98
60659	POSTAGE	CITIBANK N.A.	11/02/2015	10.52	0.00	0.00	0.00	10.52
60841	SUPP FOR CENTRAL GARAGE - W/	HEILBRUN'S INC.	11/02/2015	27.30	0.00	0.00	0.00	27.30
61207	SUPP FOR CENTRAL GARAGE	HEILBRUN'S INC.	11/02/2015	35.23	0.00	0.00	0.00	35.23
614746 FY15-16	MEMBERSHIP	I C M A	11/02/2015	563.47	0.00	0.00	0.00	563.47
61679	PARTS FOR LOADER	HEILBRUN'S INC.	11/02/2015	53.04	0.00	0.00	0.00	53.04
61711	PARTS FOR LOADER - FILTERS	HEILBRUN'S INC.	11/02/2015	29.04	0.00	0.00	0.00	29.04
62012	SUPP	HEILBRUN'S INC.	11/02/2015	44.99	0.00	0.00	0.00	44.99
62215182	PUBLIC OFFICIAL BOND - R. MEIN	J G ELLIOTT CO.INC.	11/02/2015	100.00	0.00	0.00	0.00	100.00
63309436	room for two staff-four nights	HOLIDAY INN - MID TOWN	11/02/2015	371.80	0.00	0.00	0.00	371.80
63603	grounds maint	WESTERN COOPRTATIVE COM	11/02/2015	474.70	0.00	0.00	0.00	474.70
64091	FILTERS FOR GRADER	HEILBRUN'S INC.	11/02/2015	56.82	0.00	0.00	0.00	56.82
64146	FILTER FOR GRADER	HEILBRUN'S INC.	11/02/2015	11.50	0.00	0.00	0.00	11.50
64200	FILTERS FOR GRADER	HEILBRUN'S INC.	11/02/2015	46.29	0.00	0.00	0.00	46.29
6437961	WELD. SUPP - ACET. & OXYGEN	UNITED STATES WELDING, INC	11/02/2015	107.34	0.00	0.00	0.00	107.34
6438295	WELD. SUPP - ACET. & OXYGEN	UNITED STATES WELDING, INC	11/02/2015	105.75	0.00	0.00	0.00	105.75
6438385	WELD. SUPP - OXYGEN	UNITED STATES WELDING, INC	11/02/2015	36.04	0.00	0.00	0.00	36.04
6438706	WELD. SUPP - ACET. & OXYGEN	UNITED STATES WELDING, INC	11/02/2015	105.75	0.00	0.00	0.00	105.75
64592	FILTER FOR D. TRUCK	HEILBRUN'S INC.	11/02/2015	9.42	0.00	0.00	0.00	9.42
65377	PARTS FOR 1 TON - WHEEL BOLTS	HEILBRUN'S INC.	11/02/2015	28.10	0.00	0.00	0.00	28.10
6561	EQUIP MAINT	HOA SOLUTIONS, INC	11/02/2015	185.91	0.00	0.00	0.00	185.91
673837028-01	DEPT SUPP	FUN EXPRESS, LLC	11/02/2015	20.34	0.00	0.00	0.00	20.34
71/1134	UNIFORMS & CLOTHING	BROWN'S SHOE FIT CO	11/02/2015	148.00	0.00	0.00	0.00	148.00
71/1335	UNIFORMS & CLOTHING	BROWN'S SHOE FIT CO	11/02/2015	184.00	0.00	0.00	0.00	184.00
7-18757	TIRES FOR 1 TON	FAT BOYS TIRE AND AUTO	11/02/2015	900.00	0.00	0.00	0.00	900.00
7-18807	VEH MAINT	FAT BOYS TIRE AND AUTO	11/02/2015	847.16	0.00	0.00	0.00	847.16
7-18815	VEH MAINT	FAT BOYS TIRE AND AUTO	11/02/2015	423.58	0.00	0.00	0.00	423.58
7348	CONTRACTUAL SERVICES	CONTINUUM EAP	11/02/2015	5,500.00	0.00	0.00	0.00	5,500.00
767311	DEPT SUP	HD SUPPLY FACILITIES MAINT	11/02/2015	6,104.91	0.00	0.00	0.00	6,104.91
78294	ELECT. SUPP	D & H ELECTRONICS INC.	11/02/2015	24.82	0.00	0.00	0.00	24.82
810-2	YELLOW LATEX PAINT	SHERWIN WILLIAMS	11/02/2015	537.00	0.00	0.00	0.00	537.00
8668260	DEPT SUPPL	QUILL CORPORATION	11/02/2015	85.99	0.00	0.00	0.00	85.99
8671	SCHOOLS & CONF	GENERAL ELECTRIC CAPITAL C	11/02/2015	61.20	0.00	0.00	0.00	61.20
8757-001	DEPT SUPPL	CYNTHIA GREEN	11/02/2015	11.38	0.00	0.00	0.00	11.38
8769411	DEPT SUPPL	QUILL CORPORATION	11/02/2015	100.23	0.00	0.00	0.00	100.23
8769599	DEPT SUPP	QUILL CORPORATION	11/02/2015	299.99	0.00	0.00	0.00	299.99
87896	DEPT SUPP	VAN DIEST SUPPLY COMPANY	11/02/2015	1,704.00	0.00	0.00	0.00	1,704.00
8805409	DEPT SUPPL	QUILL CORPORATION	11/02/2015	233.97	0.00	0.00	0.00	233.97
8805427	DEPT SUPPL	QUILL CORPORATION	11/02/2015	378.93	0.00	0.00	0.00	378.93
8861-001	DEPT SUP	CYNTHIA GREEN	11/02/2015	3.79	0.00	0.00	0.00	3.79
8890994	DEPT SUPPL	QUILL CORPORATION	11/02/2015	60.49	0.00	0.00	0.00	60.49
8892403	DEPT SUPPL	QUILL CORPORATION	11/02/2015	28.74	0.00	0.00	0.00	28.74
8894-001	DEPT SUP	CYNTHIA GREEN	11/02/2015	4.11	0.00	0.00	0.00	4.11
89708003	Bks	INGRAM LIBRARY SERVICES IN	11/02/2015	29.83	0.00	0.00	0.00	29.83
897492	contractual	INVENTIVE WIRELESS OF NE, L	11/02/2015	54.95	0.00	0.00	0.00	54.95
897729	CONTRACTUAL	INVENTIVE WIRELESS OF NE, L	11/02/2015	54.95	0.00	0.00	0.00	54.95

Open Payable Report

As Of 11/02/2015

Payable Number	Description	Vendor	Post Date	Payable Amount	Discount Amount	Shipping Amount	Tax Amount	Net Amount
89799901	Bks	INGRAM LIBRARY SERVICES IN	11/02/2015	43.01	0.00	0.00	0.00	43.01
88PW98	Class fees for Murphy	US BANK	11/02/2015	275.00	0.00	0.00	0.00	275.00
88PX04	Class fees for Perales	US BANK	11/02/2015	275.00	0.00	0.00	0.00	275.00
90014	DEPT SUPP	ZM LUMBER INC	11/02/2015	197.70	0.00	0.00	0.00	197.70
9044158775	uniforms & clothing	AIRGAS USA, LLC	11/02/2015	15.36	0.00	0.00	0.00	15.36
9044302280	dept supplies	AIRGAS USA, LLC	11/02/2015	1,650.00	0.00	0.00	0.00	1,650.00
9044438219	dept supplies	AIRGAS USA, LLC	11/02/2015	74.76	0.00	0.00	0.00	74.76
9044566066	dept supplies	AIRGAS USA, LLC	11/02/2015	155.00	0.00	0.00	0.00	155.00
9044566067	dept supplies	AIRGAS USA, LLC	11/02/2015	7.21	0.00	0.00	0.00	7.21
9075128	PARTS FOR D. TRUCK	FORCE AMERICA DISTRIBUTIN	11/02/2015	341.71	0.00	0.00	0.00	341.71
9753173989	Data modem	CELLCO PARTNERSHIP	11/02/2015	25.02	0.00	0.00	0.00	25.02
97624	electrical supplies	MENARDS, INC	11/02/2015	11.99	0.00	0.00	0.00	11.99
976935	Monthly Long Distance	STATE OF NEBR	11/02/2015	135.28	0.00	0.00	0.00	135.28
976941	TELEPHONE	STATE OF NEBR	11/02/2015	3.46	0.00	0.00	0.00	3.46
97958	department supplies	MENARDS, INC	11/02/2015	104.83	0.00	0.00	0.00	104.83
98016	dept supplies	MENARDS, INC	11/02/2015	6.98	0.00	0.00	0.00	6.98
98036	dept supplies	MENARDS, INC	11/02/2015	8.76	0.00	0.00	0.00	8.76
98039	DEPT SUP	MENARDS, INC	11/02/2015	97.61	0.00	0.00	0.00	97.61
98366	supplies	MENARDS, INC	11/02/2015	18.25	0.00	0.00	0.00	18.25
98375	FIREARMS RANGE SUPPL	MENARDS, INC	11/02/2015	29.37	0.00	0.00	0.00	29.37
98378	supplies	MENARDS, INC	11/02/2015	2.89	0.00	0.00	0.00	2.89
98426	DEPT SUP	MENARDS, INC	11/02/2015	141.29	0.00	0.00	0.00	141.29
98574	DEPT SUP	MENARDS, INC	11/02/2015	32.10	0.00	0.00	0.00	32.10
98799	dept supplies	MENARDS, INC	11/02/2015	40.75	0.00	0.00	0.00	40.75
98953	DEPT SUPP	MENARDS, INC	11/02/2015	225.50	0.00	0.00	0.00	225.50
BM5659281E	six cell phone batteries	US BANK	11/02/2015	41.70	0.00	0.00	0.00	41.70
Carlson 10.16.15	Reim	CARLSON, DEBRA	11/02/2015	186.50	0.00	0.00	0.00	186.50
CUI157212	EQUIP MAINT	NEBRASKA MACHINERY CO	11/02/2015	58.20	0.00	0.00	0.00	58.20
CUI157229	EQUIP MAINT	NEBRASKA MACHINERY CO	11/02/2015	746.12	0.00	0.00	0.00	746.12
E390959	METERS	H D SUPPLY WATERWORKS LT	11/02/2015	1,307.78	0.00	0.00	0.00	1,307.78
H5598518	Mch rntl	MAILFINANCE INC	11/02/2015	345.00	0.00	0.00	0.00	345.00
HWM 10.13.15	Equip. main.	HYDRONIC WATER MANAGEN	11/02/2015	570.00	0.00	0.00	0.00	570.00
IN00062903	CONTRACTUAL SVC	PROTEX CENTRAL, INC.	11/02/2015	255.31	0.00	0.00	0.00	255.31
INV0002029	VEHICLE MAINT	JACOBS AUTO GLASS	11/02/2015	165.00	0.00	0.00	0.00	165.00
INV0002030	CONTRACTUAL	TOMMY'S JOHNNYS INC	11/02/2015	1,305.00	0.00	0.00	0.00	1,305.00
INV0002031	DEPT SUPP	JOLLIFFE FUNERAL HOME	11/02/2015	45.00	0.00	0.00	0.00	45.00
INV0002032	CONTRACTUAL	PANHANDLE HUMANE SOCIET	11/02/2015	5,023.88	0.00	0.00	0.00	5,023.88
INV0002036	Monthly Energy Fuel	SOURCE GAS	11/02/2015	871.89	0.00	0.00	0.00	871.89
INV0002038	ELECTRIC	NEBRASKA PUBLIC POWER DIS	11/02/2015	23,238.05	0.00	0.00	0.00	23,238.05
INV0002040	SCHOOL & CONF	GARTON, LYNN	11/02/2015	83.00	0.00	0.00	0.00	83.00
INV0002041	SCHOOL & CONF	SATUR, JACK	11/02/2015	74.00	0.00	0.00	0.00	74.00
INV0002042	SCHOOL & CONF	YELLMAN, ABBIGAIL	11/02/2015	501.28	0.00	0.00	0.00	501.28
INV0002043	SCHOOL & CONF	CARLSON, DEBRA	11/02/2015	30.00	0.00	0.00	0.00	30.00
INV0002048	SCHOOLS & CONF	NEWMAN, TIMOTHY	11/02/2015	114.00	0.00	0.00	0.00	114.00
INV0002051	ELECTRIC	ROOSEVELT PUBLIC POWER DI	11/02/2015	2,026.42	0.00	0.00	0.00	2,026.42
IV64996	PARTS FOR WEED EATER	SANDBERG IMPLEMENT, INC	11/02/2015	49.82	0.00	0.00	0.00	49.82
IV66616	PARTS FOR MOWER	SANDBERG IMPLEMENT, INC	11/02/2015	34.78	0.00	0.00	0.00	34.78
IV66933	PARTS FOR GENERATOR	SANDBERG IMPLEMENT, INC	11/02/2015	4.70	0.00	0.00	0.00	4.70
JRNL#B46332/18	GROUNDS MAINT	JOHN DEERE FINANCIAL	11/02/2015	19.96	0.00	0.00	0.00	19.96
JRNL#B46369/18	DEPT SUPP	JOHN DEERE FINANCIAL	11/02/2015	507.85	0.00	0.00	0.00	507.85
JRNL#B47350/18	UNIFORMS & CLOTHING	JOHN DEERE FINANCIAL	11/02/2015	114.96	0.00	0.00	0.00	114.96
JRNL#B47495/18	UNIFORMS & CLOTHING	JOHN DEERE FINANCIAL	11/02/2015	147.96	0.00	0.00	0.00	147.96
JRNL#B47732/18	CLOTHING	JOHN DEERE FINANCIAL	11/02/2015	95.96	0.00	0.00	0.00	95.96
JRNL#B47886/18	DEPT SUPP	JOHN DEERE FINANCIAL	11/02/2015	24.99	0.00	0.00	0.00	24.99
JRNL#B48018/18	DEPT SUPP	JOHN DEERE FINANCIAL	11/02/2015	7.00	0.00	0.00	0.00	7.00
N5582106	MONTHLY LEASE	MAILFINANCE INC	11/02/2015	148.76	0.00	0.00	0.00	148.76
OCT 15	CONTRACTUAL	MONUMENT PREVENTION CO	11/02/2015	939.94	0.00	0.00	0.00	939.94
OCT2-2015	LEGAL FEES	SCOTTS BLUFF COUNTY COUR	11/02/2015	23.45	0.00	0.00	0.00	23.45
OSV000000300652	SUPP - GPS SERVICE	NETWORKFLEET, INC	11/02/2015	18.95	0.00	0.00	0.00	18.95
P15990	EQUUP MAINT	JOHN DEERE FINANCIAL	11/02/2015	101.20	0.00	0.00	0.00	101.20

Open Payable Report

As Of 11/02/2015

Payable Number	Description	Vendor	Post Date	Payable Amount	Discount Amount	Shipping Amount	Tax Amount	Net Amount
S0420418	DEPT SUPP	IDEAL LAUNDRY AND CLEANER	11/02/2015	70.48	0.00	0.00	0.00	70.48
S0428429	JAN SUPP	IDEAL LAUNDRY AND CLEANER	11/02/2015	73.93	0.00	0.00	0.00	73.93
S501087696	ELECT. SUPP	CRESCENT ELECT. SUPPLY CO	11/02/2015	41.48	0.00	0.00	0.00	41.48
S501126659	FLOR BULBS	CRESCENT ELECT. SUPPLY CO	11/02/2015	183.53	0.00	0.00	0.00	183.53
S501127867	light ballast	CRESCENT ELECT. SUPPLY CO	11/02/2015	22.66	0.00	0.00	0.00	22.66
S501128500	Electrical supplies	CRESCENT ELECT. SUPPLY CO	11/02/2015	32.57	0.00	0.00	0.00	32.57
S501193767	case of bulbs	CRESCENT ELECT. SUPPLY CO	11/02/2015	74.55	0.00	0.00	0.00	74.55
SBCY0295	disposal fees	DUANE E. WOHLERS	11/02/2015	450.00	0.00	0.00	0.00	450.00
SBCY0296	disposal fees	DUANE E. WOHLERS	11/02/2015	450.00	0.00	0.00	0.00	450.00
TotalFunds by Hasler10	Postage	TOTAL FUNDS BY HASLER	11/02/2015	500.00	0.00	0.00	0.00	500.00
W01519	EQUIP MAINT	JOHN DEERE FINANCIAL	11/02/2015	556.93	0.00	0.00	0.00	556.93
X101015200	vehicle mtnc	FLOYD'S TRUCK CENTER, INC	11/02/2015	154.59	0.00	0.00	0.00	154.59
X101015800	vehicle mtnc	FLOYD'S TRUCK CENTER, INC	11/02/2015	54.65	0.00	0.00	0.00	54.65
				Payable Account 713-21111	Payable Count: (306)	Total:	147,675.48	

Payable Account Summary

Account	Count	Amount
713-21111 - ACCOUNTS PAYABLE	306	147,675.48
Report Total:	306	147,675.48

Payable Fund Summary

Fund	Count	Amount
713 - CASH & INVESTMENT POOL	306	147,675.48
Report Total:	306	147,675.48



By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
00026	S M E C	10/22/2015	EFT	0.00	236.00	2078
00273	SCOTTSBLUFF POLICE OFFICERS ASS	10/22/2015	EFT	0.00	576.00	2079
03010	COLONIAL LIFE & ACCIDENT INSURA	10/22/2015	Regular	0.00	48.70	6539
06564	CREDIT MANAGEMENT SERVICES IN	10/22/2015	Regular	0.00	222.16	6540
00166	ICMA RETIREMENT TRUST-457	10/22/2015	Regular	0.00	1,325.14	6541
00797	NE DEPT OF REVENUE	10/22/2015	Regular	0.00	402.28	6542
00272	POSTMASTER	10/22/2015	Regular	0.00	434.26	6543
02531	SCB FIREFIGHTERS UNION LOCAL 14	10/22/2015	Regular	0.00	195.00	6544
04082	NE CHILD SUPPORT PAYMENT CENT	10/22/2015	Bank Draft	0.00	1,863.43	DFT0001524
03674	WELLS FARGO BANK, N.A.	10/22/2015	Bank Draft	0.00	29,447.54	DFT0001525
01276	PLATTE VALLEY BANK	10/22/2015	Bank Draft	0.00	13,332.26	DFT0001526
08154	INTERNAL REVENUE SERVICE	10/22/2015	Bank Draft	0.00	59,348.47	DFT0001527

Bank Code APBNK Summary

	Payable Count	Payment Count	Discount	Payment
Payment Type				
Regular Checks	6	6	0.00	2,627.54
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	4	4	0.00	103,991.70
EFT's	2	2	0.00	812.00
	12	12	0.00	107,431.24

Fund Summary

Fund	Name	Period	Amount
713	CASH & INVESTMENT POOL	10/2015	107,431.24
			107,431.24

City of Scottsbluff, Nebraska

Monday, November 2, 2015

Regular Meeting

Item Claims2

Council to consider a request for payment of claims by warrant for Paving District #311, Five Oaks Street Improvements and approve the Resolution.

Staff Contact: Nathan Johnson, Assistant City Manager

Agenda Statement

Item No.

For meeting of: **November 2, 2015**

AGENDA TITLE: Request for payment of claims by warrant for Paving District #311, Five Oaks Street Improvements

SUBMITTED BY DEPARTMENT/ORGANIZATION: Finance

PRESENTATION BY: Rick Kuckkahn

SUMMARY EXPLANATION: This is a request for reimbursement of expenses related to engineering services by Baker & Associates, Inc. in the amount of \$2,414.00 for PD #311.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Recommend that council authorize the City Clerk to issue a warrant for payment of the claims.

EXHIBITS

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

Other (specify) ☒ invoices _____

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

RESOLUTION NO. _____

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

That the claim of Baker & Assoc, Inc. in the amount of \$2,414.00, being the fifth 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 2nd day of November, 2015.

Mayor

ATTEST:

City Clerk

“seal”

Baker & Assoc Inc.
120 East 16th Street, Suite A
Scottsbluff, NE 69361

City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361

Invoice number 27449
Date 10/22/2015

Project 002-164-14 CITY OF SCOTTSBLUFF -
SID 311 FIVE OAKS

Invoice Summary

Description	Contract Amount	Prior Billed	Current Billed	Remaining	Total Billed
FIVE OAKS STREET IMPROVEMENTS 2014	6,000.00	5,999.00	0.00	1.00	5,999.00
CONSTRUCTION	6,000.00	3,594.05	2,414.00	-8.05	6,008.05
Total	12,000.00	9,593.05	2,414.00	-7.05	12,007.05

Professional Fees

	Hours	Rate	Billed Amount
Technician Level 1	15.50	95.00	1,472.50
Technician Level 3	11.75	78.00	916.50
Clerical Level 1	0.50	50.00	25.00
Professional Fees subtotal	27.75		2,414.00
Invoice total			2,414.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
27449	10/22/2015	2,414.00	2,414.00				
Total		2,414.00	2,414.00	0.00	0.00	0.00	0.00

Approved by:

Jack W. Baker
Project Manager

RECEIVED
OCT 26 2015

Notice: As of February 2010 we will be adding a 7% APR late fee to all invoices which are more than 60 days past due. The minimum late fee for all invoices will be \$50.00.

City of Scottsbluff, Nebraska

Monday, November 2, 2015

Regular Meeting

Item Claims3

Council to consider a request for payment of claims by warrant for Paving District #312, Reganis Street Improvements and approve the Resolution.

Staff Contact: Nathan Johnson, Assistant City Manager

RESOLUTION NO. _____

**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 \$20,003.25, 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.

That the claim of Infinity Construction in the amount of \$247,284.62, being the sixth 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 2nd day of November, 2015.

Mayor

ATTEST:

City Clerk

“seal”

M.B.



Invoice

Part of the MCS Family of Companies
818 South Beltline Highway East
Scottsbluff, NE 69361
Phone (308) 635-1926
www.mcschaff.com

October 26, 2015
Project No: RM140169-00
Invoice No: 0000015394

City of Scottsbluff
2525 Circle Dr.
Scottsbluff, NE
69361

Project RM140169-00 Reganis 12th Avenue Paving District

Professional Services through October 23, 2015

Phase 002 Paving District 312

Design	\$73,820.50
Inspection	43,709.50
Material Testing	1,293.00
	<u>\$118,823.00</u>

Less Previous - 98,819.75

Fee 20,003.25

Total this Invoice \$20,003.25

Due upon receipt - 1.5% per month interest charged on all accounts 30 days past due. Tax ID# 47-0529287

4

	Application Period: Work thru Oct 23, 2015	Application Date: 10/26/2015
To (Owner): City of Scottsbluff	From (Contractor): Infinity Construction	Via (Engineer): M.C. Schaff and Associates
Project: Paving District 312	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: RM140169

Application For Payment Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE.....		\$788,406.00
2. Net change by Change Orders.....		\$
3. Current Contract Price (Line 1 ± 2).....		\$788,406.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....		\$578,824.75
5. RETAINAGE:		
a. 5% X \$578,824.75 Work Completed.....		\$28,941.24
b. 5% X _____ Stored Material.....		\$
c. Total Retainage (Line 5a + Line 5b).....		\$28,941.24
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....		\$549,883.51
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....		\$302,598.89
8. AMOUNT DUE THIS APPLICATION.....		\$247,284.62
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....		\$238,522.49

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:

Date:

Payment of: \$ \$247,284.62
(Line 8 or other - attach explanation of the other amount)

is recommended by:

(Line 8 or other - attach explanation of the other amount)

(Engineer)

(Date)

Payment of:

\$247,284.62

is approved by:

(Owner)

(Date)

Approved by:

Funding Agency (if applicable)

(Date)

Endorsed by the Construction Specifications Institute.

EJCDC C-620 Contractor's Application for Payment
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Page 1 of 4

Progress Estimate

Contractor's Application

For (Contract): Paving District 312							Application Number 4				
Application Period: Work thru Oct 23, 2015							Application Date: 10/26/2015				
A				B	C	D	E	F			G
Bid Item No	Item	Bid Quantity	Bid Units	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F) B	Balance to Finish (B - F)
	Description										
1	Mobilization	1	LS	\$ 34,000.00	\$ 34,000.00	1	\$ 34,000.00		\$ 34,000.00	100.0%	\$ -
2	Traffic Control	1	LS	\$ 1,000.00	\$ 1,000.00	0.5	\$ 500.00		\$ 500.00	50.0%	\$ 500.00
3	Clearing & Grubbing	1	LS	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00		\$ 2,500.00	100.0%	\$ -
4	Remove Existing Pavement, Curb, Gutter, Etc	3500	SF	\$ 1.00	\$ 3,500.00	3412	\$ 3,412.00		\$ 3,412.00	97.5%	\$ 88.00
5	Remove Storm Drain Pipe	102	LF	\$ 6.00	\$ 612.00	102	\$ 612.00		\$ 612.00	100.0%	\$ -
6	Plug Existing Storm Drain Pipe	1	EA	\$ 100.00	\$ 100.00	1	\$ 100.00		\$ 100.00	100.0%	\$ -
7	Remove Existing Barrier Rail/Barricade	5	EA	\$ 25.00	\$ 125.00	5	\$ 125.00		\$ 125.00	100.0%	\$ -
8	Excavation (Established Quantity)	7500	CY	\$ 3.00	\$ 22,500.00	7500	\$ 22,500.00		\$ 22,500.00	100.0%	\$ -
9	Standard Storm Drain Curb Inlet	12	EA	\$ 1,400.00	\$ 16,800.00	12	\$ 16,800.00		\$ 16,800.00	100.0%	\$ -
10	18-Inch RCCP Storm Drain Pipe	1350	LF	\$ 42.00	\$ 56,700.00	1316	\$ 55,272.00		\$ 55,272.00	97.5%	\$ 1,428.00
11	48-Inch Storm Drain Manhole	3	EA	\$ 3,200.00	\$ 9,600.00	4	\$ 12,800.00		\$ 12,800.00	133.3%	\$ (3,200.00)
12	18-Inch Flared End Section	1	EA	\$ 875.00	\$ 875.00	1	\$ 875.00		\$ 875.00	100.0%	\$ -
13	Connect to Existing Inlet	1	EA	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00		\$ 1,500.00	100.0%	\$ -
14	Remove & Salvage Existing Fire Hydrant & Aux V	2	EA	\$ 800.00	\$ 1,600.00	2	\$ 1,600.00		\$ 1,600.00	100.0%	\$ -
15	Remove 8-Inch Valve	1	EA	\$ 250.00	\$ 250.00		\$ -		\$ -		\$ 250.00
16	8-inch by 6-Inch Reducer	1	EA	\$ 200.00	\$ 200.00	1	\$ 200.00		\$ 200.00	100.0%	\$ -
17	Reinstall Fire Hydrant w/Aux. Valve including 6-in	2	EA	\$ 1,200.00	\$ 2,400.00	2	\$ 2,400.00		\$ 2,400.00	100.0%	\$ -
18	Connect to Existing Valve	1	EA	\$ 600.00	\$ 600.00	1	\$ 600.00		\$ 600.00	100.0%	\$ -
19	8-Inch x 8-Inch Tee	1	EA	\$ 300.00	\$ 300.00	1	\$ 300.00		\$ 300.00	100.0%	\$ -
20	8-Inch Plug	2	EA	\$ 300.00	\$ 600.00	2	\$ 600.00		\$ 600.00	100.0%	\$ -
21	8-Inch PVC Water Main	60	LF	\$ 60.00	\$ 3,600.00	80	\$ 4,800.00		\$ 4,800.00	133.3%	\$ (1,200.00)
22	8-Inch by 6-Inch Tee	1	EA	\$ 300.00	\$ 300.00	1	\$ 300.00		\$ 300.00	100.0%	\$ -
23	1 1/4-Inch Schedule 40 PVC	2000	LF	\$ 4.00	\$ 8,000.00	1203	\$ 4,812.00		\$ 4,812.00	60.2%	\$ 3,188.00
24	2-Inch Schedule 40 PVC	435	LF	\$ 7.00	\$ 3,045.00	252	\$ 1,764.00		\$ 1,764.00	57.9%	\$ 1,281.00
25	3-Inch Schedule 40 PVC	15	LF	\$ 20.00	\$ 300.00		\$ -		\$ -		\$ 300.00
26	Street Light Pedestal	15	EA	\$ 200.00	\$ 3,000.00		\$ -		\$ -		\$ 3,000.00
27	Secondary Pedestal	2	EA	\$ 300.00	\$ 600.00		\$ -		\$ -		\$ 600.00
28	8-Inch P.C. Concrete Pavement	9500	SY	\$ 36.25	\$ 344,375.00	7735	\$ 280,393.75		\$ 280,393.75	81.4%	\$ 63,981.25
29	30-Inch P.C. Concrete Curb & Gutter (Catch)	4500	LF	\$ 15.40	\$ 69,300.00	3901	\$ 60,075.40		\$ 60,075.40	86.7%	\$ 9,224.60
30	30-Inch P.C. Concrete Curb & Gutter (Spill)	500	LF	\$ 15.40	\$ 7,700.00	478	\$ 7,361.20		\$ 7,361.20	95.6%	\$ 338.80
31	30-inch P.C. Concrete Truck Apron Curb	200	LF	\$ 15.40	\$ 3,080.00	206	\$ 3,172.40		\$ 3,172.40	103.0%	\$ (92.40)
32	4-Inch P.C. Concrete Sidewalk	23000	SF	\$ 3.75	\$ 86,250.00	9840	\$ 36,900.00		\$ 36,900.00	42.8%	\$ 49,350.00
Subtotal (Page 2)					\$ 685,312.00		\$ 556,274.75	\$ -	\$ 556,274.75		\$ 129,037.25

Progress Estimate

Contractor's Application

For (contract): Paving District 312							Application Number: 4				
Application Period: Work thru Oct 23, 2015							Application Date: 10/26/2015				
A					B	C	D	E	F G		
Item		Bid Quantity	Bid Units	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F) B	Balance to Finish (B - F)
Bid Item No.	Description										
33	Handicap Ramp	27	EA	\$ 600.00	\$ 16,200.00	6	\$ 3,600.00		\$ 3,600.00	22.2%	\$ 12,600.00
34	15-Foot Intersection Radius	1	EA	\$ 1,320.00	\$ 1,320.00		\$ -		\$ -		\$ 1,320.00
35	20-Foot Intersection Radius	11	EA	\$ 1,650.00	\$ 18,150.00	11	\$ 18,150.00		\$ 18,150.00	100.0%	\$ -
36	30-Foot Intersection Radius	2	EA	\$ 2,400.00	\$ 4,800.00		\$ -		\$ -		\$ 4,800.00
37	4-Foot P.C. Concrete Valley Gutter	26	LF	\$ 34.00	\$ 884.00		\$ -		\$ -		\$ 884.00
38	8-Inch P.C. Stamped & Colored Concrete	4600	SF	\$ 8.00	\$ 36,800.00		\$ -		\$ -		\$ 36,800.00
39	Adjust Curb Stop/Meter Pit to Grade	9	EA	\$ 100.00	\$ 900.00		\$ -		\$ -		\$ 900.00
40	Adjust Manhole to Grade	2	EA	\$ 300.00	\$ 600.00	1	\$ 300.00		\$ 300.00	50.0%	\$ 300.00
41	Adjust Water Valve to Grade	5	EA	\$ 100.00	\$ 500.00	5	\$ 500.00		\$ 500.00	100.0%	\$ -
42	4-Inch Yellow Wet Reflective Preformed Pavement M	2900	LF	\$ 4.20	\$ 12,180.00		\$ -		\$ -		\$ 12,180.00
43	6-Inch White Wet Reflective Preformed Pavement M	100	LF	\$ 6.00	\$ 600.00		\$ -		\$ -		\$ 600.00
44	12-Inch Yellow Preformed Pavement Marking, Type	50	LF	\$ 12.00	\$ 600.00		\$ -		\$ -		\$ 600.00
45	12-Inch White Preformed Pavement Marking, Type 4	50	LF	\$ 12.00	\$ 600.00		\$ -		\$ -		\$ 600.00
46	24-Inch White Preformed Pavement Marking, Type 4	260	LF	\$ 22.00	\$ 5,720.00		\$ -		\$ -		\$ 5,720.00
47	White Left Turn Arrow Wet Reflective Preformed Pa	2	EA	\$ 420.00	\$ 840.00		\$ -		\$ -		\$ 840.00
48	Seeding & Mulching	1	ACRE	\$ 2,400.00	\$ 2,400.00		\$ -		\$ -		\$ 2,400.00
Subtotal (Page 3)					\$ 103,094.00		\$ 22,550.00	\$ -	\$ 22,550.00		\$ 80,544.00
Totals					\$ 788,406.00		\$ 578,824.75	\$ -	\$ 578,824.75	73.4%	\$ 209,581.25

Stored Material Summary

Contractor's Application

[illegible]

City of Scottsbluff, Nebraska

Monday, November 2, 2015

Regular Meeting

Item Bids1

Council to consider awarding the bid to Floyds Truck Center for one, new, truck with dump body and snow plow for the Transportation Department in the amount of \$107,877.00.

Staff Contact: Mark Bohl, Public Works Director

Agenda Statement

Item No.

For Meeting of: November 2, 2015

AGENDA TITLE: Consideration of bid tabulation for one, new, truck with dump body and snow plow for the Transportation Department.

SUBMITTED BY: Mark Bohl, Director of Public Works

PRESENTATION BY: Rick Kuckkahn, City Manager

SUMMARY EXPLANATION: Three bids were received and opened on October 26, 2015 at 11:00 A.M. for one, new truck with dump body and snow plow. The Transportation Department also is trading in a 2003 Dump Truck. Floyd's Truck Center submitted three alternate bids with all meeting or exceeding the specifications. Please see bid tabulation below:

	<u>Bid Price</u>	<u>Trade-In</u>	<u>Price With Trade-In</u>
Floyd's Truck Center (Bid #1)	\$128,374.00	\$20,000.00	\$108,374.00
Floyd's Truck Center (Bid #2)	\$127,877.00	\$20,000.00	\$107,877.00
Floyd's Truck Center (Bid #3)	\$151,415.00	\$20,000.00	\$131,415.00

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Award Bid #2 to Floyd's Truck Center for one, new Truck with Dump Body and Snow Plow with 2003 Dump Truck trade-in as being the best bid and meeting all specifications for \$107,877.00.

EXHIBITS

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

Other (specify) **X Bid Sheets**

Notification List: Yes ☐ No ☐ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____

City Manager

City of Scottsbluff, Nebraska

Monday, November 2, 2015

Regular Meeting

Item Pub. Hear.1

Council to conduct a public hearing as scheduled for this date at 6:05 p.m. to consider an Ordinance text change regarding placement of alleys in commercial zones.

Staff Contact: Annie Folck, City Planner

Agenda Statement

Item No.

For meeting of: November 2, 2015

AGENDA TITLE: Public hearing to consider an ordinance amending 21-1-20 relating to requirements of alleys in commercial zones

SUBMITTED BY DEPARTMENT/ORGANIZATION: Development Services

PRESENTATION BY:

SUMMARY EXPLANATION: In reviewing several developments in recent months, the issue of alleys in commercial zones has come up. Our current subdivision code requires alleys to be provided at the rear of every lot to be used for business purposes, with no exceptions. For large-scale developments that already provide fire lands and access for utilities and trash pickup, it may not always be necessary to require an alley. This code change would allow for exceptions from the alley requirement while still ensuring that the Public Works, Planning, and Fire Departments all have a chance to review the subdivision and ensure that sufficient access exists for public safety and utilities.

BOARD/COMMISSION RECOMMENDATION: The Planning Commission recommended approval of this ordinance (see attached minutes).

STAFF RECOMMENDATION: Staff recommends approval of this ordinance.

EXHIBITS

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

Other (specify) ☐ _____

NOTIFICATION LIST: Yes ☐ No ☒ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA AMENDING THE SCOTTSBLUFF MUNICIPAL CODE AT CHAPTER 21, ARTICLE 1, RELATING TO SUBDIVISION REQUIREMENTS AND SPECIFICALLY ALLEYS, AMENDING SECTION 21-1-20 RELATING TO REQUIRED ALLEYS AND ALLOWING AN EXCEPTION, REPEALING FORMER SECTIONS, 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 21-1-20 of the Scottsbluff Municipal Code is amended to provide as follows:
“21-1-20. Alleys; location; *exception.*

An alley shall be provided at the rear of every lot used or proposed to be used for business purposes. *Provided, however, a subdivision may be approved without an alley at the rear of a lot, if the following conditions are met:*

(1) The applicant has provided and will maintain access sufficient for emergency vehicles and City vehicles needed for trash, sewer, water or other City services, as well as access for delivery vehicles; or

(2) The applicant has provided and will maintain an access easement(s) sufficient for the City to use for emergency vehicles, other city vehicles for trash, sewer or water.

If the Owner agrees to provide access under subparagraph (1) or subparagraph (2), in either situation, the City, through its Planning and Development Department, Public Works Department and Fire Department (“Departments), will conduct a review of the proposed subdivision to determine if sufficient access or easements are present. If the Departments make such a determination they will recommend the Mayor or Council President sign a written waiver on behalf of the City for the required alley and its location.”

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)

**Planning Commission Minutes
Regular Scheduled Meeting
October 12, 2015
Scottsbluff, Nebraska**

The Planning Commission of the City of Scottsbluff, Nebraska met in a regular scheduled meeting on Monday, October 12, 2015, 6:00 p.m. in the City Hall Council Chambers, 2525 Circle Drive, Scottsbluff, Nebraska. A notice of the meeting had been published in the Star-Herald, a newspaper of general circulation in the City, on October 2, 2015. 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 accommodation to attend the Planning Commission meeting should contact the Development Services Department, and that an agenda of the meeting kept continuously current was available for public inspection at Development Services Department office; provided, the City Planning Commission could modify the agenda at the meeting if the business was determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been delivered to each Planning Commission member. An agenda kept continuously current was available for public inspection at the office of the Development Services Department at all times from publication to the time of the meeting.

ITEM 1: Chairman, Becky Estrada called the meeting to order. Roll call consisted of the following members: Anita Chadwick, Angie Aguillo, Callan Wayman, David Gompert, Jim Zitterkopf, Henry Huber, and Becky Estrada. Absent: Dana Weber, Mark Westphal, & Jim Zitterkopf. City officials present: Annie Urdiales, Planning Administrator, Annie Folck, City Planner, and Gary Batt, Code Administrator II.

ITEM 2: Chairman Estrada informed all those present of the Nebraska Open Meetings Act and that a copy of such is posted on bookcase in the back area of the City Council Chamber, for those interested parties.

ITEM 3: Acknowledgment of any changes in the agenda: None.

ITEM 4: Business not on agenda: None

ITEM 5: Citizens with items not scheduled on regular agenda: None

ITEM 6: The minutes of September 14, 2015 were reviewed and approved. A motion was made to accept the minutes by Wayman, and seconded by Gompert. **"YEAS"**: Huber, Wayman, Gompert, Chadwick, and Estrada. **"NAYS"**: None. **ABSTAIN**: Aguillo. None. **ABSENT**: Weber, Westphal, and Zitterkopf. Motion carried.

ITEM 7A: The Planning Commission opened a public hearing for an Ag Estate Dwelling Site (AEDS). This AEDS is located on West 42nd street. The Jean Pieper Family Trust applied for a variance from the Board of Adjustment for an AEDS on the southwest corner of their farm. The farm property is addressed as 1605 W. 42nd Street. The variance requested was to allow for two (2) Agricultural Estate Dwellings sites (AEDS) on the farm ground. The property is situated in our extra territorial jurisdiction northwest of the City and zoned Agricultural, our code allows for one Agricultural Estate Dwelling is allowed in an A - Agricultural zoning district. The Pieper Family was approached about buying a separate two acres of land on the southwest corner which is cut off by the Scottsbluff drain which makes the area difficult & unproductive to farm. In the future, if the property were to be subdivided, this area would remain cut off from the rest of the property by the Scottsbluff Drain the family asked for the variance to allow them to do two Ag Estate Dwellings on the farm land. The Board of Adjustment approved the variance at their meeting of August 10, 2015. Both areas front West 42nd Street (an existing dedicated public road) and will have a width of 150 feet; they will also meet the two acre minimum lot size requirement for an AEDS. City sewer runs along 42nd Street and to the back of the area on the SW corner. A well will be used for this Ag dwelling site. The second AEDS will come before the Planning Commission at one of our future Planning Commission meetings.

Conclusion: A motion was made by Huber and seconded by Wayman to make a positive recommendation to approve the Ag Estate Dwelling – a tract of land situated in the east half of the SW ¼ of Section 10, T22N, R55W of the 6th P.M., Scotts Bluff County, Nebraska located in an A – Agricultural zoning district. **“YEAS”:** Aguillo, Chadwick, Gompert, Wayman, Huber, and Estrada. **“NAYS”:** None. **ABSTAIN:** None. **ABSENT:** Weber, Westphal, & Zitterkopf. Motion carried.

ITEM 7B: The Planning Commission re-opened a public hearing for a proposed text amendment change to Chapter 21 of the Subdivision Code 21-1-20 alley location – an alley shall be provided at the rear of every lot proposed for business purposes. At the last meeting we discussed how we have had a few commercial developments/subdivisions come before the Planning Commission and discussed is the placement of alleys on these developments. These alley requirements have hindered some of the proposed developments and the developers have asked for variances to this requirement. We checked with legal and they proposed some language to the code. The Planning Commission asked if there was anyway stronger language could be added that would allow for stronger enforcement on the maintenance of the easements and alleys. When the City reviews new commercial development and subdivisions alleys and easements are shown on the plats/plats this is when we can ask for changes and requirements from the owners/developers, there are city wide alleys and easements and the City maintains what's required by us (grading, gravel & general maintenance) and if the property owner is responsible we have our code enforcement send notices if and when we get complaints. The change to code adds more flexibility to new development allowing for the best plan for each type of development and puts the burden on the developer on how access will be provided for the best plan for all types of maintenance and emergency vehicles.

The following language was added to the code - *An alley shall be provided at the rear of every lot used or proposed to be used for business purposes. Provided, however, a subdivision may be approved without an alley at the rear of a lot, if the following conditions are met:*

(1) The applicant has provided and will maintain access sufficient for emergency vehicles and City vehicles needed for trash, sewer, water or other City services, as well as access for delivery vehicles; or

(2) The applicant has provided and will maintain an access easement(s) sufficient for the City to use for emergency vehicles, other city vehicles for trash, sewer or water.

If the Owner agrees to provide access under subparagraph (1) or subparagraph (2), in either situation, the City, through its Planning and Development Department, Public Works Department and Fire Department (“Departments”), will conduct a review of the proposed subdivision to determine if sufficient access or easements are present, if the Departments make such a determination they will recommend the Mayor or Council President sign a written waiver on behalf of the City for the required alley and its location.

Conclusion: A motion was made by Wayman and seconded by Aguillo to approve the ordinance amendment change to 21-1-20 alley location on commercial development. **“YEAS”:** Huber, Aguillo, Chadwick, Gompert, Wayman, and Estrada. **“NAYS”:** None. **ABSTAIN:** None. **ABSENT:** Weber, Westphal, & Zitterkopf. Motion carried.

ITEM 8: Unfinished Business: Annie Folck, reminded the Planning Commission about the Planning Conference to be held on Thursday, October 15th, we hope to see some of the members there. Also the open houses for the public hearings regarding updates to the Comprehensive Development, she will email the information for the website which is scottsbluffplanning.org. The open houses are scheduled for October 17th at the Winter Farmers Market, parent teacher conferences will be held on October 27th at Bluff's Middle School 4:00 p.m. to 7:30 p.m., the 28th Roosevelt Elementary School 4:00 p.m. to 7:30 p.m., and the 29th Westmoor Elementary from 8:00 a.m. to 11:00 a.m. Information will be available to the public and we will have a survey people can do on line; the schools have also agreed to have their computer labs open and made available to the public who do not have access to a computer, we hope that they will take the time while at the conference and fill out the surveys.

There being no further business, a motion to adjourn was made by Aguallo and seconded by Chadwick. The meeting was adjourned at 6:25 p.m. **"YEAS"**: Gompert, Aguallo, Wayman, Chadwick, Huber, and Estrada. **"NAYS"**: None. **ABSTAIN**: None. **ABSENT**: Weber, Westphal, and Zitterkopf. Motion carried.

Becky Estrada, Chairperson

Attest: _____
Annie Urdiales

City of Scottsbluff, Nebraska

Monday, November 2, 2015

Regular Meeting

Item Public Inp1

Council to consider approval of the change of location for RMH Franchise Corporation/Applebee's Neighborhood Grill & Bar for a change of location for the existing liquor license from 2621 5th Ave. to 2302 Frontage Road.

Staff Contact: Cindy Dickinson, City Clerk



Pete Ricketts
Governor

STATE OF NEBRASKA
NEBRASKA LIQUOR CONTROL COMMISSION
Hobert B. Rupe
Executive Director

301 Centennial Mall South, 5th Floor
P.O. Box 95046
Lincoln, Nebraska 68509-5046
Phone (402) 471-2571
Fax (402) 471-2814 or (402) 471-2374
TRS USER 800 833-7352 (TTY)
web address: <http://www.lcc.ne.gov/>

October 19, 2015

SCOTTSBLUFF CITY CLERK
2525 CIRCLE DRIVE
SCOTTSBLUFF NE 69361

Dear Clerk;

Please present this request to your board and send us the results of that action.

RE: CHANGE OF LOCATION

LICENSE #: I-101602

LICENSEE:: RMH FRANCHISE CORPORATION /
TRADE NAME: APPLEBEE'S NEIGHBORHOOD GRILL & BAR

CURRENT ADDRESS: 2621-5TH AVE
CITY/COUNTY: SCOTTSBLUFF/ SCOTTS BLUFF

PHONE: 308-635-7750

NEW ADDRESS: 2302 FRONTAGE ROAD

NEW DESCRIPTION: SINGLE STORY BLDG APPROX 86'X 57'

APPROVED:_____DENIED_____NO RECOMMENDATION_____

Sincerely,
Randy Seybert
Licensing Division
NEBRASKA LIQUOR CONTROL COMMISSION
RS

cc: file

Janice M. Wiebusch
Commissioner

Robert Batt
Chairman

Bruce Bailey
Commissioner

An Equal Opportunity Employer

**APPLICATION FOR CHANGE OF
LOCATION TO LIQUOR LICENSE**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

Office Use

RECEIVED

OCT 7 2015

**NEBRASKA LIQUOR
CONTROL COMMISSION**

Application:

- Must include processing fee of \$45.00 checks made payable to Nebraska Liquor Control Commission (NLCC) or you may pay online at www.ne.gov/go/NLCCpayport
- Must include a copy of the lease, deed or purchase agreement showing ownership of new location. This document must read in the name liquor license is issued to, i.e. if license is issued to a corporation must read corporate name
- Must include simple hand drawn sketch of new location, must include outside dimensions in feet (not square feet), showing direction north
NO BLUE PRINTS
- May include approval from the local governing body; new location shall not be approved unless endorsed by the local governing body
- Check with your local governing body for any additional requirements that may be necessary in making this request for addition
- Change of location application will not be accepted if moving to a different jurisdiction (i.e. city or county); a new application will need to be filed.

LIQUOR LICENSE # 101602 CLASS TYPE 1 Alcoholic Liquor On Sale
LICENSEE NAME RMH Franchise Corporation
TRADE NAME Applebee's Neighborhood Grill & Bar
CURRENTLY LICENSED ADDRESS 2621 5th Avenue
CITY Scottsbluff ZIP CODE 69361 COUNTY Scotts Bluff
CONTACT PERSON Antonio Carranza
PHONE NUMBER OF CONTACT PERSON 402-858-8325
EMAIL ADDRESS OF CONTACT PERSON acarranza@rmhfranchise.com



1500023058

FORM 111
REV APR 2015
Page 1 of 3

Street Address #1 2302 Frontage Road ("Monuments Mall")
Street Address #2 Scottsbluff, Nebraska
Zip Code 69361 New Premise Phone Number (308) 635-7750
Business e-mail address ab06@rmhfranchise.com

RECEIVED

OCT 7 2015

Street Address #1 RMH Franchise Corporation

Street Address #2 P.O. Box 21960

City Lincoln State NE Zip Code 68542-1960

**NEBRASKA LIQUOR
CONTROL COMMISSION**

1. Describe the new building to be licensed
- ✓ Include sketch of building to be licensed with length & width in feet
 - ✓ If outdoor area to be licensed include on sketch with length & width
 - ✓ Indicate the direction north
 - ✓ Indicate single story building or give number of floors, how many are licensed
 - ✓ Indicate if there is a basement to be included in the licensed description
2. Include proof of ownership (must be in the name liquor license is issued under)
- ✓ deed
 - ✓ purchase agreement
 - ✓ lease; date lease expires 11/19/2035
3. Is the new premise location within 150 feet of a church, school, hospital, home for the aged or indigent persons or for veterans, their wives, and children; or within 300 feet of a college or university campus?
- ☐ YES ☒ NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Neb. Rev. Stat. 53-177)(1).

Must include supplemental Form 134 found at this link: <http://www.lcc.ne.gov/formsdiv.html>

If proposed location is within 300 feet of a campus, the Commission may waive this restriction upon written approval from the governing body of the college or university. (Rev. Stat. 53-177)(1).

Must include supplemental Form 135 found at this link: <http://www.lcc.ne.gov/formsdiv.html>

4. When do you expect on moving into the new location? November 19, 2015

FORM 111
REV APR 2015
Page 2 of 3

I acknowledge under oath that the premises into which such move is made comply in all respects with the requirements of the act. Neb Rev Stat §53-129

RECEIVED

OCT 7 2015

**NEBRASKA LIQUOR
CONTROL COMMISSION**

Margaret Schiefen
Signature of Licensee or Officer

State of Nebraska

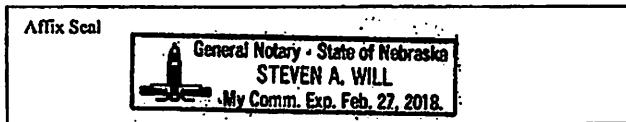
County of Lancaster

The foregoing instrument was acknowledged before me this

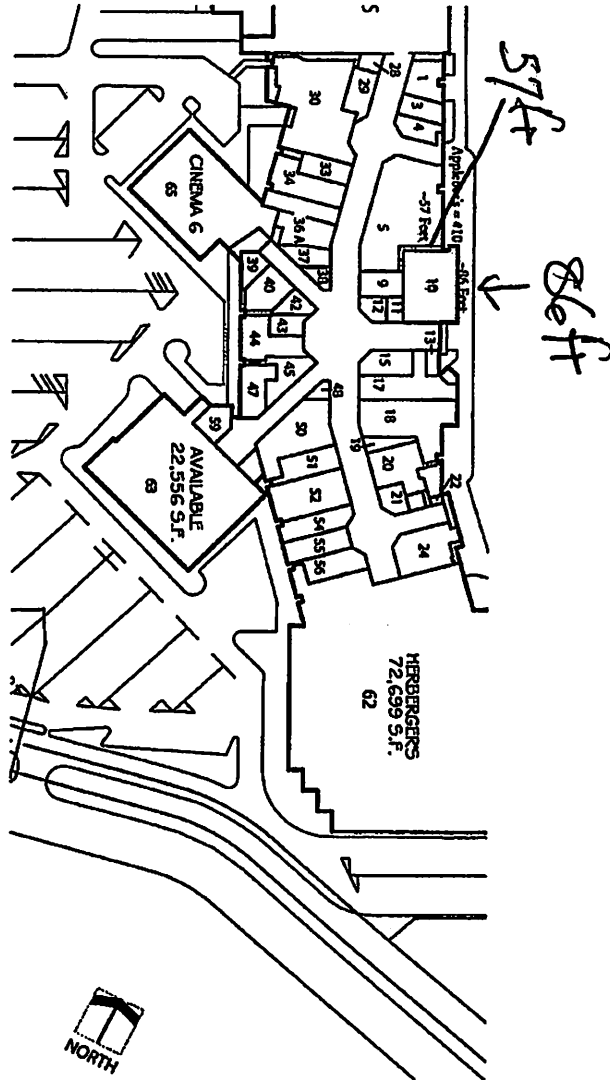
October 7, 2015
Date

by Margaret Schiefen
name of person acknowledged (individual(s) signing document)

S. A. Will
Notary Public signature



FORM 111
REV APR 2015
Page 3 of 3



RECEIVED
OCT 7 2015
NEBRASKA LIQUOR
CONTROL COMMISSION

Memo

Date: October 20, 2015
To: Honorable Mayor and City Council
From: Annie Urdiales, Planning Administrator
CC: Rick Kuckkahn, City Manager
Re: Class "I" Liquor License Application for Change of Location
Applebee's Neighborhood Grill & Bar
2302 Frontage Road – space # 10
Scottsbluff, NE 69361

Action:

Applebee's Neighborhood Bar & Grill have requested a change of location for their existing liquor license # 1101602 which is currently located at 2621 5th Avenue, this area is zoned C-2 (Neighborhood Retail and Commercial). The business is planning a move in November to a new location at the Monument Mall; the new address is 2302 Frontage Road.

The new location is situated in a PBC (Planned Business Center) zoning district where the use is allowed by right pursuant to the City's Zoning Ordinance, Chapter 25, of the City's Municipal Code of Ordinances. Adequate parking exists with shared parking with the other businesses at the Mall. The use of this property is consistent with the surrounding neighborhood as it relates to commercial activities, retail sales, and services. There are no schools or churches located within 500' of the property.

Memo

To: Scottsbluff City Council
From: Anthony J Murphy, Fire Marshal
cc: Cindy Dickinson, City Clerk; Dana Miller, Fire Chief
Date: October 26, 2015
Re: Applebee's Change of Location – Liquor License

Regarding the Applebee's change in location, the Fire Department has been very active in the construction process. Any egress, fire, or other life safety issues will be corrected prior to our issuance of a Certificate of Occupancy. We do not anticipate any life safety concerns at our final walk-through.

City of Scottsbluff, Nebraska

Monday, November 2, 2015

Regular Meeting

Item Reports1

Council to accept the letter of resignation from Council Member Hilyard, dated October 26, 2015, and direct staff to put the issue to fill the vacancy on the next agenda.

Staff Contact: City Council

October 26, 2015

City of Scottsbluff
Attn: Mayor Randy Meininger
2525 Circle Drive
Scottsbluff, NE 69361

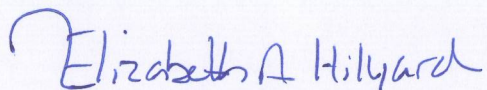
Mayor Meininger,

Please consider this letter formal notification of my resignation from my position on the Scottsbluff City Council. My resignation is effective as of the start of business Monday, October 26, 2015.

I appreciate the time I have served on the City Council and wish the Council continued success in setting policy and providing guidance for the management of the City.

Please feel free to contact me with any questions you may have or if you require additional information.

Sincerely,



Elizabeth A. Hilyard, CPA, SPHR

Cc: Cindy Dickinson, City Clerk

City of Scottsbluff, Nebraska

Monday, November 2, 2015

Regular Meeting

Item Reports2

Council to authorize the Mayor to sign the agreement with Contryman Associates, PC for audit arrangements.

Staff Contact: Rick Kuckkahn, City Manager



CONTRYMAN ASSOCIATES, P.C.

Certified Public Accountants

615 West 1 st Street P.O. Box 700 Grand Island NE 68802 308-382-5720 Fax: 308-382-5945	5807 Osborne Drive West P.O. Box 2026 Hastings NE 68902 402-463-6711 Fax: 402-463-6713	315 West 60 th , Suite 500 P.O. Box 1746 Kearney NE 68848 308-237-5930 Fax: 308-234-4410	707 East Pacific P.O. Drawer H Lexington NE 68850 308-324-2368 Fax: 308-324-2360	1001 West 27 th Street P.O. Box 2246 Scottsbluff NE 69363 308-635-7705 Fax: 308-635-0599	1611 16 th Street P.O. Box 191 Central City NE 68826 308-946-3870 Fax: 308-946-3870	826 G Street Geneva, NE 68361 402-759-3002 Fax: 402-463-6713
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October 22, 2015

City of Scottsbluff
2525 Circle Drive
Scottsbluff, Nebraska 69361

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Scottsbluff, Nebraska, as of September 30, 2015, and for the year then ended and the related notes to the financial statements, which collectively comprise City of Scottsbluff, Nebraska's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on each opinion unit.

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary comparison schedules

Supplementary information other than RSI will accompany City of Scottsbluff, Nebraska's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole.

Members: American Institute of Certified Public Accountants - CPAAmerica International

1. Combining Balance sheet – Nonmajor Governmental Funds
2. Combining Statement of Revenues, Expenditures and Changes in Fund Balances – Nonmajor Governmental Funds.
3. Combining Statement of Net Position – Internal Service Funds
4. Combining Statement of Revenues, Expenses and Changes in Net Position – Internal Service Funds.

The Objective of an Audit

The objective of an audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in accordance with the generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

General Audit Procedures

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) and in accordance with *Government Auditing Standards*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Internal Control Audit Procedures

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and in accordance with *Government Auditing Standards*.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

Compliance with Laws and Regulations

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Scottsbluff's, Nebraska compliance with provisions of applicable laws, regulations, contracts and agreements. However the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management Responsibilities

Our audit will be conducted on the basis that management and those charged with governance acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
- c. To provide us with:
 - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters;
 - ii. Additional information that we may request from management for the purpose of the audit; and
 - iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
- d. For including the auditors' report in any document containing financial statements that indicates that such financial statements have been audited by the entity's auditor;
- e. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities; and
- f. For adjusting the financial statements to correct material misstatements (if any) and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the engagement and pertaining to current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the

audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from the City Council and management, written confirmation concerning representations made to us in connection with the audit.

Reporting

We will issue a written report upon completion of our audit of City of Scottsbluff, Nebraska's basic financial statements. Our report will be addressed to the governing body of City of Scottsbluff, Nebraska. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Provisions of Engagement Administration, Timing and Fees

The timing of our audit will be scheduled for performance and completion as follows:

	<i>Begin</i>	<i>Complete</i>
Document internal control and preliminary tests	October	October
Mail confirmations	October	October
Perform year-end audit procedures	December	December
Issue audit report	January 2016	January 2016

Jada Thompson is the engagement shareholder for the audit services specified in this letter. Her responsibilities include supervising Contryman Associates P.C.'s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices will be rendered every two weeks and are payable upon presentation. Our fee will be as we previously agreed to in the Proposal for Services dated June 5, 2015 and will be \$25,000. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use City of Scottsbluff, Nebraska's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

With respect to any nonattest services we perform, City of Scottsbluff, Nebraska's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities. In addition, *Government Auditing Standards* require that we document an assessment of the skills, knowledge, and experience of management for any nonattest services performed by us.

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Also during the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to the City Council and management the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Contryman Associates P.C. and constitutes confidential information. However, we may be requested to make certain audit documentation available to state or federal agencies and the U.S. Government Accountability Office pursuant to authority

given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Contryman Associates P.C.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

Contryman Associates PC
Certified Public Accounts
Scottsbluff, Nebraska

RESPONSE:

This letter correctly sets forth our understanding of City of Scottsbluff, Nebraska.

Approved By: _____

Title: _____

Date: _____

City of Scottsbluff, Nebraska

Monday, November 2, 2015

Regular Meeting

Item Reports3

Council to consider a contract with Thomas P. Miller and Associates for Phase III of the Economic Development project and authorize the Mayor to execute the contract.

Staff Contact: Nathan Johnson, Assistant City Manager



Thomas P. Miller & Associates, LLC

Professional Services Agreement

This Agreement, entered into by and between The City of Scottsbluff ("Client") located at 2525 Circle Drive, Scottsbluff, NE 69361, and Thomas P. Miller and Associates, LLC ("Contractor"), located at 1630 N. Meridian St., Suite 430, Indianapolis, Indiana 46202.

WITNESSETH THAT:

WHEREAS, Client has the need and desire to obtain the services of a contractor; and

WHEREAS, Contractor desires to perform said services detailed in the attached 'Scope of Work' for Client and is able to do so in a professional manner; and

WHEREAS, Client has selected Contractor to perform these services.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. TERM. The term of this Agreement shall be January 1, 2016 to December 31, 2016.
2. SERVICES TO BE RENDERED: Scope of Work as outlined in Attachment A: Scope of Services.
3. COMPENSATION. For Retainer Services, Client shall pay Contractor \$150 per hour, billed in 15 minute increments, inclusive of expenses during the term of this Agreement for the satisfactory completion of the services to be rendered. The Contractor will not exceed monthly billings of \$15,000.00 for the retainer services described in Attachment A in any calendar month without prior written or verbal authorization from the Client. Services may include, but are not limited to the tasks described in Attachment A "Scope of Services." Expenses for any travel will be billed at actual cost and are to be included in the monthly not-to-exceed total. In addition, any hours not meeting the monthly threshold can be rolled over into the following months until the completion of this contract on December 31, 2016.
4. PAYMENT TERMS. For Retainer Services, the Contractor will invoice monthly at a rate of \$150 per hour, billed in 15 minute increments. The Contractor will not exceed billings of \$15,000.00 in any calendar month without prior written or verbal authorization from the Client.
5. CLIENT'S OBLIGATIONS. Client shall provide Contractor, at no charge, all existing information, data, and documents, available and necessary for the carrying out of services under this agreement. Client shall cooperate with Contractor in every way possible in carrying out the scope of this agreement.
6. TERMINATION. Either party may terminate this Agreement with 30 days' notice in writing, delivered to the business address of the other party. Contractor shall be compensated for services provided to the date such termination becomes effective.
7. INDEMNIFICATION. Both parties shall indemnify and hold harmless each other, their respective officers, employees, and agents from any and all loss, liability, claims, judgments, and liens, including costs and expenses, arising out of any negligent act or omission of Client or Contractor or any of their officers, agents, employees, or subcontractors in the performance of this Agreement.

8. CONFIDENTIALITY. Contractor's work product generated during the performance of this Agreement is confidential to Contractor and shall not be disclosed to any third party without Contractor's prior approval. Except for disclosure of work product that is considered public record set forth in Neb. Rev. Stat. 84-712, failure to comply with this section shall constitute a material breach of this Agreement.

9. NOTICE. Any notice, invoice, order or other correspondence required to be sent under this Agreement shall be sent to the addresses outlined in the first paragraph of this Agreement.

10. APPLICABLE LAWS. This Agreement shall be governed by the laws of State of Nebraska, as the same shall be in force and effect upon the date this Agreement is executed.

11. NON-DISCRIMINATION. Contractor and its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to firing, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of race, religion, color, sex, age, handicap, disability, national origin, ancestry, disabled veteran status, or Vietnam-era veteran status. Breach of this section shall constitute a material breach of this Agreement.

12. NECESSARY DOCUMENTATION. Contractor certifies that it will furnish Client, if requested, any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of units of local, state, and federal government. Contractor further certifies that it is now in and will maintain its good standing with governmental agencies and will maintain its license, permit, registration, authorization, or certification in force during the term of this Agreement. Failure of Contractor to comply with this paragraph constitutes a material breach of this Agreement.

13. WAIVER. Client's delay or inaction in pursuing its remedies as set forth in this Agreement, or available by law, shall not operate as a waiver of any of Client's rights or remedies contained herein or available by law.

14. PERSONAL LIABILITY. Nothing in this Agreement shall be construed as creating any personal liability on the part of any officer, director, agency, or employee of Client or any public body, which may be a party to this Agreement.

15. SEVERABILITY. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement, which can operate independently of such stricken provision, shall continue in full force and effect.

16. CONFLICT OF INTEREST. Contractor certifies and warrants to Client that neither it nor any of its agents, representatives, or employees who will participate in performance of any services required by this Agreement have or will have any conflict of interest, directly or indirectly with Client.

17. AMENDMENTS. This Agreement may be amended, modified, renewed, or supplemented only by a written instrument signed by each of the parties hereto, and any such amendment may pertain to one or more of the provisions of this Agreement without affecting the other provisions of this Agreement.

18. INTEGRATION. This Agreement represents the entire understanding between Client and the Contractor and supersedes all prior negotiations, representations, and/or contracts, either written or oral.

19. TAXES. Contractor agrees that it is an independent contractor as that term is commonly used and is not an employee of Client. As such, the Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to the Contractor. The Contractor acknowledges that it is not insured by Client in any manner for any loss of any

kind whatsoever. The Contractor is covered by public and general liability insurance in the amount of \$1,000,000. The Contractor has no authority, express or implied, to bind or obligate Client in any way.

IN WITNESS WHEREOF, Client and Contractor, by their respective officers hereunto duly authorized, have executed this Agreement on the dates shown below.

Thomas P. Miller & Associates, LLC

City of Scottsbluff, Nebraska

By: Tom Miller
Thomas P. Miller
President & CEO

By: _____
Randy Meininger
Mayor

Date: _____

Date: _____

ATTACHMENT A: SCOPE OF SERVICES

Retainer for Comprehensive Consulting Services

Thomas P. Miller and Associates (TPMA) will provide services to support to the City of Scottsbluff and partner communities in the development of action items defined in its economic development strategic plan focused on regional economic, talent, and education development beginning January 1, 2016 and continuing until December 31, 2016.

Deliverables for the City of Scottsbluff include systematic reporting of all initiatives that provide status updates on all facilitation events, action plans, committee frameworks, and identified deliverables.

Thomas P. Miller and Associates will bill at a rate of \$150 per hour, billed in 15 minute increments, for actual time spent engaged in consulting services, including, but not limited to, the tasks listed below. Expenses for travel will be billed at actual cost and are not included in the monthly not-to-exceed total. The Contractor will not exceed billings of \$15,000.00 for services in any calendar month without prior written or verbal authorization from the Client. Each task and deliverable from the Contractor will be approved by the City Manager prior to commencement. Below provides details on tasks which could be completed under this retainer. Action items below may be considered for inclusion in the work plan, but are not limited to the following:

- **Facilitation assistance and follow-up:** TPMA will assist different types of regional groups with cultivating and promoting consensus on a variety of topics including, but not limited to the following: economic development, entrepreneurship, strategic planning, talent development, corridor redevelopment, etc.
- **Capacity building for Western Nebraska Economic Development (WNED):** TPMA will continue to provide guidance and technical assistance to all partner communities in the Greater Scotts Bluff Region, including members of Western Nebraska Economic Development (WNED). Such assistance can focus on strategic planning, grant funding opportunities, downtown revitalization, tourism, marketing, and public relations, among other topics.
- **Additional site assessment facilitation:** The City of Scottsbluff has requested one (1) additional site assessment with TPMA (Contractor) and Olsson Associates (Subcontractor). The final results will be shared with the City of Scottsbluff and partners such as the City of Gering.
- **Scottsbluff - Gering Highway RFP facilitation:** TPMA will continue working with all partners to help guide the RFP and implementation process for the Scottsbluff - Gering Highway redevelopment.
- **Miscellaneous consulting services:** TPMA will continue to provide miscellaneous consulting services at the direction of the City of Scottsbluff, such as feasibility studies, grant proposals, marketing, etc.

City of Scottsbluff, Nebraska

Monday, November 2, 2015

Regular Meeting

Item Reports4

Council to consider contract with Panhandle Area Development District in the amount of \$4,000 for work involved in completing the Comprehensive Plan and authorize the Mayor to execute the agreement.

Staff Contact: Annie Folck, City Planner

Agenda Statement

Item No.

For meeting of: November 2, 2015

AGENDA TITLE: Council to consider contract with Panhandle Area Development District in the amount of \$4,000 for work involved in completing the Comprehensive Plan

SUBMITTED BY DEPARTMENT/ORGANIZATION: Planning and Zoning

PRESENTATION BY:

SUMMARY EXPLANATION: Panhandle Area Development District (PADD) has been assisting with the development of the Comprehensive Plan. PADD has many communities throughout the Panhandle that they assist with planning and economic development, and up to this point has been providing their services to Scottsbluff as part of our annual membership. With the extra amount of work involved in the development of the Comprehensive Plan, and in order to be fair to the other communities which contract with PADD for similar services, they have requested a contract in the amount of \$4,000 to ensure that they can devote the appropriate amount of staff time to the Scottsbluff Comprehensive Plan in order to get the plan into draft form by the end of the year.

BOARD/COMMISSION RECOMMENDATION: N/A

STAFF RECOMMENDATION: Legal has reviewed the contract, and staff recommends approval of this contract.

EXHIBITS

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

Other (specify) ☐ _____

NOTIFICATION LIST: Yes ☐ No ☒ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

Estimated PADD staff time in assiting with Scottsbluff Comprehensive Plan

Item	Measure	Hours	Cost
Personal Interviews	15 min per interview (24)	6	\$ 60.00
Focus Groups	3 hours prep and facilitation (6)	18	\$ 60.00
Survey tally and compile	2 hours	2	\$ 60.00
Website Maintentace	.5 hr per week (10 weeks)	5	\$ 60.00
Draft Plan Meeting	2 hr prep, 2 hour facilitate	4	\$ 60.00
Develop promo materials	4 hours	4	\$ 60.00
Work drafting plan	12 hours	12	\$ 60.00
Document Preparation and formatting	16 hours	16	\$ 60.00

Total**67**

Proposed "Not to exceed " contract clause: \$4,000.00
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Total

\$	360.00
\$	1,080.00
\$	120.00
\$	300.00
\$	240.00
\$	240.00
\$	720.00
\$	960.00

\$	4,020.00
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PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into by and between the City of Scottsbluff (hereinafter referred to as the City) and the Panhandle Area Development District (hereinafter referred to as PADD).

WITNESSES THAT:

WHEREAS, the City and PADD are desirous of entering into an agreement to formalize their relationship; and

WHEREAS, it would be beneficial to the City to utilize PADD as an independent entity to accomplish the Scope of Work set forth herein.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Services to be Provided by the Parties

a. PADD shall complete in a satisfactory and proper manner as determined by the City the work activities and services described in the Scope of Work (Attachment #1 to this agreement).

b. The City will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work, and will provide compensation for services as set forth in Section 3 below.

2. Time of Performance

The services of PADD will be deemed to have commenced on November 3, 2015 and shall be completed by December 31st, 2015.

3. Fee for Services

For services rendered by PADD, as set forth herein, the City hereby agrees to pay PADD Sixty Dollars per hour of work (\$60/hour) with the total cost of the project not to exceed Four Thousand Dollars and zero cents (\$4,000.00) for the assistance in public engagement and updating the comprehensive development plan as provided in the attached Scope of Services.

4. Relationship

The relationship of PADD to the City shall be that of an independent Consultant rendering professional services. PADD shall have no authority to execute agreements or to make commitments on behalf of the City and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the City and PADD.

5. Termination of Agreement for Cause

If PADD shall fail to fulfill in a timely and proper manner its obligations under this agreement, or shall violate any of the covenants or agreements herein, then the City shall notify PADD in writing, by registered mail, of such failure or violations. PADD shall be allowed seven (7) days from receipt of said notification to respond and/or correct such failure or violations. If, after seven (7) days have elapsed, said failure or violations have not been corrected, or an agreement reached between the parties hereto, the City shall have the right to terminate this agreement without penalty. However, in the event the City shall terminate this agreement before completion, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports prepared by PADD shall be entitled to receive just and equitable compensation for any work completed, which shall be an amount of work completed as of the time of effective termination of this agreement.

6. Changes, Amendments, Modifications

The City may, from time to time, require changes or modifications in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation therefore, which are mutually agreed upon by the City and PADD shall be incorporated in written amendments to this agreement.

7. Personnel

PADD represents that it has, or will secure at its own expense, all qualified personnel required in performing the services under this agreement. Such personnel shall not be employees, or have any contractual relationship with the City.

None of the work or services covered by this agreement shall be subcontracted without prior written approval of the City.

8. Assignability

PADD shall not assign any interest on this agreement, and shall not transfer any interest on this agreement (whether by assignment or notation), without prior written consent of the City thereto: provided, however, that claims for money by PADD from the City under this agreement may be assigned to a bank, trust company, or other financial institutions without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

9. Reports and Information

PADD, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this agreement.

10. Findings Confidential

All of the reports, information, data, etc. prepared or assembled by PADD under this agreement are confidential and PADD agrees that they shall not be made available to any individual or organization without prior written approval of the City.

11. Copyright

No reports, maps or other documents produced in whole or in part under this agreement shall be subject of an application for copyright by or on behalf of PADD.

12. Compliance With Local Laws

PADD shall comply with all applicable laws, ordinances and codes of the state and local governments and PADD shall save the City harmless with respect to any damages arising from any tort done in performing any of the work completed by this agreement.

13. Hold Harmless

PADD agrees to indemnify and hold harmless the City, its appointed and elective officers and employees, from an against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the City, its elected or appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of PADD's and its agents' negligent performance of work associated with this agreement.

This agreement contains all terms and conditions agreed to by the City and PADD. The attachments to this agreement are identified as follows:

Attachment #1: Scope of work

WITNESS WHEREOF, the City and PADD have executed this agreement as of the date and year last written below:

This agreement dated the 3rd day of November 2015.

Pat Comfort, President
Panhandle Area Development District

Jeff Kelley, Interim Executive Director
Panhandle Area Development District

ATTACHMENT #1

SCOPE OF SERVICES

TASK 1 – Provide assistance in updating the City of Scottsbluff's comprehensive development plan.

In updating the comprehensive development plan for the city of Scottsbluff, PADD will perform the following activities to complete a comprehensive plan that captures the vision of the city's citizens, establish a base for development regulations and incentives, and is compliant with updated Revised Statutes for the State of Nebraska.

- a. Conduct and carryout a public engagement strategy that captures the vision of the city's citizens (Estimated 38 hours)
 1. Individual interviews of stakeholders, community leaders, and other citizens
 2. Focus groups to gain participation from underrepresented population segments or expert interest groups
 3. Prepare and hold a city wide public meeting on the draft plan
 4. Develop promotional materials to advertise for meetings and engagement opportunities
 5. Maintain webpage for the plan
 6. Compile and tally survey results and write up summary
- b. Assist city staff in preparing, drafting, and formatting the comprehensive plan document update (Estimated 28 hours)
 7. Compile public engagement outcomes and integrate into goals, objectives, and policies of the updated comprehensive plan
 8. Assist in drafting narrative of final goals, objectives, strategies and policies
 9. Assist in formatting final document in a way that is easy to read and use

City of Scottsbluff, Nebraska

Monday, November 2, 2015

Regular Meeting

Item Reports5

Council to consider a contract with Monument Prevent Coalition and authorize the Mayor to execute the agreement.

Staff Contact: Nathan Johnson, Assistant City Manager

SUPPORT AGREEMENT

The City of Scottsbluff, Nebraska (“City”) and Monument Prevention Coalition, a Nebraska non-profit corporation (“MPC”) agree to provide support and services as set forth in this Support Agreement (“Agreement”).

Recitals:

- A. MPC, provides awareness, education and oversight on issues relating to underage alcohol use, as well as liquor license issues in the Nebraska Panhandle, including for residents within the City; and
- B. MPC has requested financial support from the City to continue its assistance to the City; and
- C. The City has determined that as long as it maintains its current level of funding, it will support MPC as the support would benefit citizens in the City; and
- D. An agreement to provide support between the City and MPC is appropriate for both parties.

Agreement:

1. Term: The City will enter into this Agreement in reliance upon its current level of funding and revenue and in the event such funding and revenue is reduced, the City may terminate this Agreement, upon written notice to MPC. All support by the City shall be addressed each fiscal year and shall be determined during the City’s budgetary process. This Agreement shall be for a period of one year, effective October 1, 2015 to September 30, 2016. Either party may, with a 30-day notice, terminate this Agreement with or without cause.

2. Services Provided by MPC: Services provided by MPC include: providing education on the effects of underage alcohol use, providing awareness and resources for local businesses and their employees on preventing access to alcohol by underage people and working with businesses and law enforcement to prevent underage access to alcohol.

3. Use of Support Funds by MPC: Provided the City makes funding available, all funds received by MPC from the City pursuant to this Agreement must be used for the continuation of services to the City and areas of the Nebraska Panhandle. MPC shall report to the City Manager of the City on a regular basis regarding its activities.

4. Reporting and Auditing. As a way of insuring the City’s support funds will be used in compliance with this Agreement, a representative of MPC will report to the City Council at least twice per year or as requested on the activities and plans. The City’s Finance Director and the

director of MPC shall reconcile and audit the support account annually. The fiscal year-end reconciliation and audit shall be completed within 60 days of the close of the City's fiscal year, which closes on September 30th of each year. MPC agrees to provide the City with its most recent budget prior to signing this Agreement. In addition, MPC will provide the City with its current budget and annual audit when they have been approved and are available for distribution for each year during the term of this Agreement.

5. Performance Measures. As a way for the City and MPC to measure the use of the support pledged under this Agreement, the City asks MPC to do the following:

- (i) Provide contact with local schools;
- (ii) Provide matching funds for programs related to underage alcohol use;
- (iii) Assist the City in oversight on liquor license issues; and
- (iv) Support City and its law enforcement in educating the public on issues relating to underage alcohol use.

6. Early Termination: Upon early termination, the City's support to the MPC shall be prorated, using a monthly basis.

7. Total Support Payment to MPC: Provided the City has funding available, the City by this Agreement shall contribute an annual amount of money to support MPC equal to \$11,279.25. These funds shall be used to provide services for the City's residents as provided in paragraph 2 above.

CITY OF SCOTTSBLUFF, NEBRASKA MONUMENT PREVENTION COALITION,
A Nebraska non-profit corporation

By _____
Mayor

By _____
Executive Director

By _____
City Clerk

Dated: _____

Dated: _____

City of Scottsbluff, Nebraska

Monday, November 2, 2015

Regular Meeting

Item Reports6

Council to consider approving the postage machine lease for the Library and authorize the Mayor to sign the agreement.

Staff Contact: Abby Yellman, Librarian

Agenda Statement

Item No.

For Meeting of: November 2, 2015

AGENDA TITLE: Postage Machine Lease Renewal

SUBMITTED BY DEPARTMENT/ORGANIZATION: Library

PRESENTATION BY: Abby Yellman, Library Director

SUMMARY EXPLANATION:

Attached is the lease agreement renewal for the library's postage machine. The cost includes the machine rental. The company has agreed to upgrade the library's current machine to the IN-360 model, which will be Wi-Fi compatible/ready for both software upgrades and the adding of postage each month.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: The Library Director respectfully asks the Mayor to sign and authorize the lease renewal for the upcoming budget year.

EXHIBITS				
Resolution <input type="checkbox"/>	Ordinance <input type="checkbox"/>	Contract <input checked="" type="checkbox"/>	Minutes <input type="checkbox"/>	Plan/Map <input type="checkbox"/>
Other (specify) _____				

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐
Please list names and addresses required for notification.

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev: 11/15/12 City Clerk

Section (A) Dealer Information

Dealer Office Number: 9470	Dealer Office Name: Midwest Connect	Phone #: (308) 238-5070	Date Submitted:
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Section (B) Billing Information

Company Name (Full legal name): Scottsbluff Public Library		
DBA:		
Billing Address: 1809 3rd Street		
Billing City: Scottsbluff	State: NE	Zip Code + 4: 69361
Billing Contact Name: Abbigail Yellman	Contact Phone Number: (308) 630-6251	
Billing Contact Title: Director	Contact Fax Number: (308) 630-6293	
Billing Contact email Address: ayellman@scottsbluff.org	Purchase Order Number:	

Section (C) Installation Information (if different than Billing Information)

Company Name (Full legal name): Scottsbluff Public Library		
DBA:		
Installation Address (No PO Boxes or General Delivery): 1809 3rd Street		
Installation City: Scottsbluff	State: NE	Zip Code + 4: 69361
Installation Contact Name: Abbigail Yellman	Phone Number: (308) 630-6251	
Installation Contact Title: Director	Fax Number: (308) 630-6293	
Installation Contact email Address: ayellman@scottsbluff.org		

Section (D) Products

	Quantity	Model / Part Number	Description (Include Serial Number, if applicable) <input type="checkbox"/> See additional listed products on attached continuation schedule.
1	1	IN360WP30	IN360 Digital Mailing System w/30lb Scale Platform
2	1		wifi Router
3			
4			
5			

Section (E) Lease Payment Information & Lease Payment Schedule

Tax Status: <input type="checkbox"/> Taxable <input checked="" type="checkbox"/> Tax-Exempt. Certificate attached.	Period	# of Months	Monthly Payment (plus applicable taxes)
	First	63	\$122.00
	Next		
	Next		
	Next		
Billing Frequency:			
<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Annually			
Billing Method:	Current Lease Number:		
<input checked="" type="checkbox"/> Standard <input type="checkbox"/> Government Payment in Arrears	New Lease Number:		

Section (G) Postage Meter & Postage Funding Information

Main Post Office Name: Scottsbluff	Post Office 5-Digit Zip Code: 69361
Postage Funding Method:	Postage Funding Account:
<input checked="" type="checkbox"/> Bill Me <input type="checkbox"/> Prepay by Check <input type="checkbox"/> ACH Debit Attach ACH Authorization Form	<input type="checkbox"/> OMAS / CPU OMAS Agency Code Attach USPS CPU Authorization Letter <input type="checkbox"/> POC <input type="checkbox"/> TMS <input type="checkbox"/> New <input type="checkbox"/> Existing Existing Account Number

Section (H) Services, iMeter Apps and neoShip

Rate Protection:	<input checked="" type="checkbox"/> Online Postal Rates <input type="checkbox"/> RCP (Shipped Update) <input type="checkbox"/> None	Covered Product:
iMeter Apps:	<input type="checkbox"/> Online Postal Expense Management <input type="checkbox"/> Online E-Services <input type="checkbox"/> neoShip Online Shipping Software (requires neoFunds/TotalFunds and neoShip Install & User Guide on Product Line above (EP70GUIDES))	Covered Product:
Software:	<input type="checkbox"/> Software Advantage	Covered Product:
Dealer Services:	<input checked="" type="checkbox"/> Maintenance <input checked="" type="checkbox"/> Installation / Training	

Section (F) ACH Direct Debit for Lease Payments (Attach Voided Check)

Bank Name	Bank Contact Name
Bank City, State	Bank Contact Phone Number
Bank Routing Number	Bank Account Number

Section (I) Approval

Existing customers who currently fund the Postage account by ACH Debit will not be converted to neoFunds/TotalFunds unless initiated here _____.

This document consists of a Product Lease ("Lease") with MailFinance Inc.; and a Postage Meter Rental Agreement ("Rental Agreement"), and an Online Services and Software Agreement with Neopost USA Inc.; and a neoFunds/TotalFunds Account Agreement with Mailroom Finance, Inc. Your signature constitutes an offer to enter into the Lease and, if applicable, the other agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version DealerLease-06-13), which are also available at <http://www.neopostusa.com/terms/DealerLease-06-13.pdf>, and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

Authorized Signature:	Print Name and Title:	Date Accepted:
Accepted by Neopost USA and its Affiliates		Date Accepted:

City of Scottsbluff, Nebraska

Monday, November 2, 2015

Regular Meeting

Item Resolut.1

Council to consider the Pay Resolution removing the position of Finance/HR Assistant and replacing it with the position of Human Resources Assistant/Deputy City Clerk.

Staff Contact: Jana Bode, HR Director

Agenda Statement

Item No.

For Meeting of:

AGENDA TITLE: Council to consider revised pay resolution

SUBMITTED BY DEPARTMENT/ORGANIZATION: HR/Administration

PRESENTATION BY: Rick Kuckkahn

SUMMARY EXPLANATION: Revised pay resolution-reorganization/City Hall. Remove the position of Finance/HR Assistant and replace with the promotion position of Human Resources Assistant/Deputy City Clerk.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION:

EXHIBITS

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

Other (specify) _____

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

RESOLUTION NO.

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 November 2, 2015 and effective November 2, 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

<u>Grade</u>	<u>Class Titles</u>	<u>Grade</u>	<u>Class Titles</u>
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	Fire Prevention Officer
11	Humane Officer	17	Wastewater Plant Operator II
12	Admin. Services Assistant	17	Water System Operator II
12	Admin. Records Technician	17	Construction-Locator Spec.
13	Account Clerk	17	Event Coordinator
13	Administrative Assistant	18	Utilities Adm. Coordinator
13	Maintenance Worker	18	Lead Maintenance Mechanic
13	Motor Equipment Operator	18	Cemetery Supervisor
		19	Stormwater Program Specialist
		20	Code Administrator I
		20	Accountant
		20	HR Assistant/Deputy City Clerk

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**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
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>							
	1	2	3	4	5	6	7	8
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>							
	1	2	3	4	5	6	7	8
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. 15-09-05 and all other resolutions in conflict with this resolution are repealed.

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

Mayor

ATTEST:

City Clerk

City of Scottsbluff, Nebraska

Monday, November 2, 2015

Regular Meeting

Item Resolut.2

Council to consider an Ordinance amending the utility rates.

Staff Contact: Nathan Johnson, Assistant City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA AMENDING THE MUNICIPAL CODE SEWER USER FEES AT CHAPTER 6 ARTICLE 6, AMENDING AND CHANGING THE SOLID WASTE COLLECTION FEES AT CHAPTER 6 ARTICLE 6, AND WATER SERVICE FEES AT CHAPTER 6 ARTICLE 6, REPEALING SECTION 6-6-25, REPEALING PRIOR PROVISIONS OF THE MUNICIPAL CODE, PROVIDING FOR PUBLICATION BY PAMPHLET FORM AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Section 6-6-23 of the Scottsbluff Municipal Code is amended to provide as follows:
6-6-23. Residential.

The minimum monthly charges for collection and disposal service to residential units for solid waste, the single stream recycling program and designated yard waste, all of which must be contained in approved containers, effective for all billings made on and after January 1, 2016 shall be as follows:

One-family unit (including mobile homes with an individual water or sewer connection)	\$20.64
One-family two container unit (including mobile homes with an individual water or sewer connection)	\$47.20
The minimum requirement for one-family two container units is twelve months from the date of request for two container service	
Multifamily structures (including mobile home parks with a single water or sewer connection) Rate Per Unit	
2 to 4 units.....	20.64
5 to 6 units.....	18.55
7 to 10 units.....	17.53
11 to 16 units.....	16.50
17 to 39 units.....	15.44
40 to 59 units.....	14.41
60 or more units	13.42

Hotels, motels and rooming houses shall be considered as commercial establishments and shall pay charges based on the charges provided for institutional business, commercial and industrial establishments as provided in this Chapter. The charges for quantities or services which exceed those covered by the minimum charge shall be an amount equal to the reasonable cost of the service as determined by the City Manager or the designee of the City Manager.

The rates and fees provided in this section shall be effective with respect to usage for which billings are made on or after January 1, 2016.

Section 2. Section 6-6-24 of the Scottsbluff Municipal Code is amended to provide as follows:
6-6-24. Institutional; business; commercial; industrial.

(a) The monthly charges for collection and disposal of solid waste of institutional, business, commercial and industrial establishments, and solid waste in required containers at construction sites, shall be based upon the number of approved containers collected per collection. Where an establishment has its own water or sewer connection, the fact that it shares a building with another establishment, or does not occupy the entire building, shall be of no significance. The charge per approved container per collection shall, effective for all billings made on and after January 1, 2015 be as follows:

	Each time container is emptied	Monthly minimum
90 gallon	\$ 10.67	\$ 42.68
1.5 cubic yard	14.23	56.92
3.0 cubic yard	27.08	108.32

The rates and fees provided in this section shall be effective with respect to usage for which billings are made on or after January 1, 2016.

Section 3. Section 6-6-25 of the Scottsbluff Municipal Code is amended to provide as follows:

6-6-25. Yard Waste Container Charge.

This section of the Municipal Code is repealed by Ordinance # _____ effective as of midnight December 31, 2015 and until that date those containers designated for yard waste shall be sold by the City at the following rate:

90 gallon.....\$80.00 plus tax/each

Section 4. Section 6-6-26.1 of the Scottsbluff Municipal Code is amended to provide as follows:

6-6-26.1. Recyclable materials.

1. The monthly fee for the single stream recycling program, beginning January 1, 2016, will be included in the monthly Residential fee set forth in the Municipal Code at section 6-6-23. Until that date the fee will be \$4.00 per month. The single stream recyclable material will be collected in a container provided by the City.
2. Every person who shall dispose of an appliance at any disposal site of the City shall pay a charge of \$20.00 per appliance.
3. The fee for the Gaylord (cardboard) containers shall be \$20.00 per month.
4. The rates and fees provided in this section shall be effective with respect to the usage for which billings are made on or after December 1, 2012.

Section 5. Section 6-6-28 of the Scottsbluff Municipal Code is amended to provide as follows:

6-6-28. Water service.

- (1) Each user of the City water system located within the City limits shall pay charges based on bimonthly consumption as follows:

<u>Gallons</u>	<u>Rate per Thousand Gallons</u>
Up to 10,000	\$2.216
10,001 to 20,000	1.803
20,001 to 60,000	1.796
60,001 to 100,000	1.775
Over 100,000	1.758

Consumption of any part of 1,000 gallons shall be considered as consumption of an entire 1,000 gallons for purposes of calculating consumption and the applicable rate(s).

- (2) Each user of the City water system located within the City limits shall pay minimum bimonthly charges as follows:

<u>Water Meter Size</u>	<u>Minimum Charge</u>	<u>Gallons</u>
5/8" or 3/4"	\$22.16	10,000
1"	40.19	20,000
1½"	76.11	40,000
2"	103.05	55,000
3"	165.25	90,000
4"	253.35	140,000
6"	358.88	200,000
8"	534.63	300,000

Payment of the minimum charge shall constitute payment in full for any quantity of water not exceeding the amount shown in the "Gallons" column opposite the applicable "Minimum Charge." In the case of premises as to which the final date for connection of the plumbing has been deferred under section 22-1-8, there shall be a bimonthly charge for standby fire protection service of \$6.00.

Each user of the City water system located outside of the City limits, except for whole sale water use provided by the City pursuant to the terms of an agreement, shall pay the following:

For the first twenty (20) years of service through the City water system located outside the City limits 2 times the minimum charges listed above
For 21-25 years 1.75 times the minimum charges listed above
For 26 years and over..... 1.5 times the minimum charges listed above
Provided, wholesale water use and sale shall be sold at an agreed upon amount as set by the City Council for charges outside the City limits. Provided further, users of the City water system that are serviced by the airport water line shall pay double, or 2 times the minimum charges listed above.

The rates and fees provided for in this section shall be effective with respect to all connections, installations, and usage on or after January 1, 2016.

Section 8. Existing Sections 6-6-23, 6-6-24, 6-6-25, 6-6-26.1, and 6-6-28, of the Scottsbluff Municipal Code are hereby repealed, provided however that the rates provided for in such prior sections shall remain effective until midnight, December 31, 2015. All other ordinances and parts of ordinances passed and approved and in conflict herewith are now repealed. This Ordinance shall not be construed to effect any cause of action, civil or criminal, existing or actions pending, at the time this Ordinance becomes effective.

Section 9. This Ordinance shall be published in pamphlet form and shall become effective January 1, 2016.

PASSED and APPROVED on _____, 2015.

Attest:

Mayor

City Clerk (Seal)

Approved as to Form:

Deputy City Attorney

City of Scottsbluff, Nebraska

Monday, November 2, 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: Cindy Dickinson, City Clerk