

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

Regular Meeting
December 7, 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. New Council Member Oath of Office:
 - a) Recognition of service of Liz Hilyard as a Scottsbluff City Council Member.
 - b) Announcement of Mark McCarthy, qualified to be seated as a member of the City Council, pledging of Oath of Office and acknowledgement that appropriate bond is in place. Newly elected Council Member is seated.
 - c) Roll call of new Council.
 - d) Council to appoint a Council Member to the Twin Cities Development board replacing Liz Hilyard.
 - e) Council to appoint a Council Member to the Western Nebraska Economic Development committee replacing Liz Hilyard.
7. 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 November 16, 2015 Regular Meeting.
 - b) Approve the minutes of the November 30, 2015 Special Meeting.
8. Claims:
 - a) Regular claims
 - b) Council to approve the request for payment of claim by warrant for Paving District #312, Reganis 12th Ave., and approve the Resolution.
9. Bids & Awards:
 - a) Council to consider approval of the Western Nebraska Economic Development

recommendation of Hanna Keelan for the regional housing study and authorize funding of the study.

10. Public Hearings:
 - a) Council to conduct a public hearing as advertised for this date at 6:05 p.m. to consider a Class I liquor license application from The Shed, 18 East 16th St., Scottsbluff.
 - b) Council to conduct a public hearing as advertised for this date at 6:05 p.m. to consider the purchase of the property located at 1303 East Overland.
11. Petitions, Communications, Public Input:
 - a) Approve issuance of a special arts-related event wine permits for the West Nebraska Arts Center, 106 East 18th Street and special designated liquor licenses for events on the following dates: January 16, 2016; January 22, 2016; and April 22, 2016.
 - b) Council to receive a presentation of the Nebraska Public Power District Solar Project and consider approval of the proposal.
12. Reports from Staff, Boards & Commissions:
 - a) Council to receive a report on the Comprehensive Development Plan.
 - b) Council to receive a report on the Emergency Management Outdoor Warning System Status and Recommendations and consider approval of a grant match for purchase of the sirens.
 - c) Council to consider the revised Western Nebraska Economic Development Interlocal Cooperation Agreement and authorize the Mayor to execute the agreement.
 - d) Council discussion and instructions to staff regarding implementation of LB 357 referendum ballot question.
13. Resolution & Ordinances:
 - a) Council to consider a Resolution accepting the 2015 Local Emergency Operations Plan.
 - b) Council to consider approval of the Certification and Resolution appointing Philip Mark Bohl as the City of Scottsbluff Street Superintendent.
 - c) Council to consider an Ordinance text change regarding the snow removal policy.
 - d) Council to consider an Ordinance text change regarding the Airport Overlay District.
 - e) Council to consider an Ordinance text change regarding placement of alleys in commercial zones (third reading).
 - f) Council to consider an Ordinance amending the utility rates (third reading).
14. Executive Session
 - a) Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda.

15. 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
16. Council reports (informational only):
17. Scottsbluff Youth Council Representative report (informational only):
18. Adjournment.

City of Scottsbluff, Nebraska
Monday, December 7, 2015
Regular Meeting

Item Oath1

Recognition of service of Liz Hilyard as a Scottsbluff City Council Member.

Staff Contact: City Council

City of Scottsbluff, Nebraska

Monday, December 7, 2015

Regular Meeting

Item Oath2

Announcement of Mark McCarthy, qualified to be seated as a member of the City Council, pledging of Oath of Office and acknowledgement that appropriate bond is in place. Newly elected Council Member is seated.

Staff Contact: Cindy Dickinson, City Clerk

OATH OF OFFICE

STATE OF NEBRASKA)
) SS
COUNTY OF SCOTTSBLUFF)

I, **MARK McCARTHY**, do solemnly swear that I will support and defend the Constitution of the United States and the Constitution of the State of Nebraska, against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely, without any mental reservation or for purpose of evasion; and that I will faithfully and impartially perform the duties of the office of council member according to law, and to the best of my ability. And I do further swear that I do not advocate, nor am I a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence; and that during such time as I am in this position I will not advocate nor become a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence. So help me God.

Dated this 7th day of December, 2015.

Subscribed in my presence and sworn to before me this 7th day of December, 2015.

Witness

City of Scottsbluff, Nebraska
Monday, December 7, 2015
Regular Meeting

Item Oath3

Roll call of new Council.

Staff Contact: Cindy Dickinson, City Clerk

City of Scottsbluff, Nebraska
Monday, December 7, 2015
Regular Meeting

Item Oath4

**Council to appoint a Council Member to the Twin Cities
Development board replacing Liz Hilyard.**

Staff Contact: City Council

City of Scottsbluff, Nebraska

Monday, December 7, 2015

Regular Meeting

Item Oath5

Council to appoint a Council Member to the Western Nebraska Economic Development committee replacing Liz Hilyard.

Staff Contact: City Council

City of Scottsbluff, Nebraska

Monday, December 7, 2015

Regular Meeting

Item Consent1

Approve the minutes of the November 16, 2015 Regular Meeting.

Staff Contact: Cindy Dickinson, City Clerk

The Scottsbluff City Council met in a regular meeting on Monday, November 16, 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 November 13, 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 November 13, 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, and Scott Shaver. 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. There were none. Moved by Council Member Gonzales, seconded by Council Member Colwell that,

1. "The minutes of the November 2, 2015 Regular Meeting be approved,"
2. "The liability claim from Melanie Schanaman which has been submitted to the city's insurance company be acknowledged,"
3. "The liability claim from Wayne Bates which has been submitted to the city's insurance company be acknowledged,"
4. "A public hearing be set for December 7, 2015 at 6:05 p.m. to consider a Class I liquor license application from The Shed, 18 East 16th St., Scottsbluff,"
5. "A public hearing be set for December 7, 2015 at 6:05 p.m. to consider the purchase of the property located at 1303 East Overland,"
6. "A special meeting be set for the purpose of conducting a goal setting session on November 30, 2015 at 6:00 p.m. to be held at the Platte Valley Professional Center, 1110 Circle Drive, Pioneer Meeting Room, Scottsbluff, NE," "YEAS", Gonzales, Colwell, and Meininger, "NAYS" Shaver. Absent: None.

Moved by Council Member Shaver, seconded by Council Member Gonzales, "that the following claims be and hereby are approved and should be paid as provided by law out of the respective funds designated in the list of claims dated November 16, 2015, as on file with the City Clerk and submitted to the City Council," "YEAS", Gonzales, Colwell, Meininger, and Shaver. "NAYS" None. Absent: None.

CLAIMS

ACTION COMMUNICATIONS INC.,CIP-PO#1,2521.62: ALAMAR CORP,UNIFORMS,454.3: ALLO COMMUNICATIONS, LLC, LOCAL TELEPHONE CHARGES, 4656.33: AMERICAN WATER

WORKS ASSOCIATION, MEMBERSHIPS,182: ANITA'S GREENSCAPING INC,CONTRACTUAL SVC,2143.84: ASSURITY LIFE INSURANCE CO,ASSURITY LIFE,34.36: B & H INVESTMENTS, INC,DEP SUP,263.46: B&C STEEL CORPORATION,SUPP - SQ. TUBING,431.83: BLUFFS SANITARY SUPPLY INC.,DEPT SUPPLIES,29.5: CAPITAL BUSINESS SYSTEMS INC.,CONT. SRVCS,156.41: CARR- TRUMBULL LUMBER CO, INC.,SUPP - WAFERBOARD,63.17: CELLCO PARTNERSHIP,CELL PHONES,789.56: CEMENTER'S INC,DEPT SUP,120.38: CITIBANK N.A.,DEPT SUPP,491.86: CITY OF GERING,DISPOSAL FEES,43115.8: CLARK PRINTING LLC,DEPT SUPPL,247.1: COMPUTER CONNECTION INC,RENT-MACH,45.1: CONNOR MCDOWELL,TRAVEL WEEK 2 TECH CLASS,400: CONSOLIDATED MANAGEMENT COMPANY,SCHOOLS & CONF,310.75: CONTRACTORS MATERIALS INC.,SUPP - WHEEL BARROW,384.62: CREDIT MANAGEMENT SERVICES INC.,CREDIT MANAGEMENT SERVICE,222.16: CRESCENT ELECT. SUPPLY COMP INC,BLDG MAINT,49.78: CROSS ANGELITA,WITNESS FEES,23.45: CYNTHIA GREEN,DEP SUP,183.61: D & H ELECTRONICS INC.,DEPT SUP,63.77: DALE'S TIRE & RETREADING, INC.,VEHICLE MTNC,76: DANA F. COLE & CO., LLP,RECRUITMENT SERVICES,485: DEEDS, RICK,TREE REBATE,90: DIAMONDBACK ENGINEERING & SURVEYING, INC,LB840 UTILITY STUDY,12660: DUANE E. WOHLERS,DISPOSAL FEES,450: FASTENAL COMPANY,DEPT SUP,2620.33: FAT BOYS TIRE AND AUTO,VEH MAINT,1046.36: FLOYD'S TRUCK CENTER, INC,VEHICLE MTNC,1500.99: FREMONT MOTOR SCOTTSBLUFF, LLC,VEH MAINT,658.41: FURREY MICHAEL,WITNESS FEES,23.45: FYR-TEK INC,PSS 7000 SCBA FACE MASK,1205.65: GENERAL ELECTRIC CAPITAL CORPORATION,DEPT SUPPL,92.77: H D SUPPLY WATERWORKS LTD,METERS,14358.7: HAWKINS, INC.,CHEMICALS,1770.05: HD SUPPLY FACILITIES MAINTENANCE LTD,DEPT SUP,716.6: HEILBRUN'S INC.,DEPT SUPPLIES,1979.93: HENKEL'S MACHINE AND WELDING,DEPT SUPPLIES,2066.75: HULLINGER GLASS & LOCKS INC.,DEPT SUPP,155.25: HYDROTEX PARTNERS, LTD,HYD. OIL/ATF FOR CENTRAL GARAGE,9513.84: ICMA RETIREMENT TRUST-457,ICMA,1325.14: IDEAL LAUNDRY AND CLEANERS, INC.,DEPT SUPPLIES,1003.81: INDEPENDENT PLUMBING AND HEATING, INC,BLDG MAINT,436.53: INGRAM LIBRARY SERVICES INC,BKS,3178.18: INTERNAL REVENUE SERVICE,FED WITHHOLDING,59770.25: INTERNATIONAL CODE COUNCIL, INC.,DEPT BOOKS,76: INTRALINKS, INC,CONTRACT SERVICES,4357.28: INVENTIVE WIRELESS OF NE, LLC,DEPT SUPP,54.95: J G ELLIOTT CO.INC.,PUBLIC OFFICIAL BONDS,905: JEROLD E. HIGEL,ELECT. MAIN. FOR TRAFFIC SIGNALS & CONTROLLERS,1155: JOHN DEERE FINANCIAL,CLOTHING,325.4: JOHN DEERE FINANCIAL,DEPT SUPP,45.98: JOHN DEERE FINANCIAL,DEPT SUPP,68.08: KRIZ-DAVIS COMPANY,DEPT SUP,20.1: LEXISNEXIS RISK DATA MANAGMENT INC,CONSULTING,100: LOUTZENHISER ARLEN,WITNESS FEES,20: LOUTZENHISER JOHNNY,WITNESS FEES,83.25: MADISON NATIONAL LIFE,MADISON NATIONAL,1836.17: MATHESON TRI-GAS INC,RENT MACHINES,41.37: MENARDS, INC,DEPT SUP,799.78: MIDLANDS NEWSPAPERS, INC,LEGAL PUBLISHING,3441.8: MOORE KATHERINE, WITNESS FEES STATE VS MICHELE OCKINGA,23.45: NCMA,MEMBERSHIP,100: NE CHILD SUPPORT PAYMENT CENTER,NE CHILD SUPPORT PYBLE,1863.43: NE COLORADO CELLULAR, INC,CONTRACTUAL SVC,32.36: NEBRASKA FIRE CHIEFS' ASSOCIATION, ANNUAL DUES FIRE CHIEFS ASSC.,50: NEBRASKA MACHINERY CO,DEPT SUPP,440.51: NEBRASKA MUNICIPAL CLERKS' ASSOCIATION, MEMBERSHIP DUES,35: NEBRASKA PUBLIC POWER DISTRICT, ELECTRIC,38947.42: NEMNICH AUTOMOTIVE,VEH MAINT,78.75: NEOPOST,POSTAGE,1000: NORTHERN SAFETY COMPANY, INC.,UNIFORM / SUPPLIES,121.79:

NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF, GROUND MAINT, 64.09: OCLC ONLINE COMPUTER LIBRARY CENTER, INC, CONT. SRVCS, 310.39: ONE CALL CONCEPTS, INC, CONTRACTUAL SERV, 131.75: ONE INVESTMENT COMPANY, SCHOOLS & CONF, 166: OREGON TRAIL PLUMBING, HEATING & COOLING INC, BLDG MAINT, 225: PANHANDLE CONCRETE PRODUCTS, INC, DEPT SUP, 710: PANHANDLE COOPERATIVE ASSOCIATION, GASOLINE, 18748.79: PANHANDLE ENVIRONMENTAL SERVICES INC, SAMPLES, 146: PATTLEN ENTERPRISE, INC, EQUIP MAINT, 33.3: PEDERSEN ANTON, LEGAL, 20: PLATTE VALLEY BANK, PVNB HSA, 13473.51: POLICE OFFICERS' ASSOCIATION OF NEBRASKA, PUBLICATIONS, 280: POSTMASTER, POSTAGE, 950.01: QUILL CORPORATION, DEPT SUPPL, 406.83: RAILROAD MANAGEMENT CO III, LLC, RENT - LAND, 1110.21: REGANIS AUTO CENTER, INC, VEH MAINT, 812.5: REGIONAL CARE INC, HEALTH INS. PREMIUMS, 72702.47: REGISTER OF DEEDS, LEGAL FEES, 80: RUSHMORE MEDIA COMPANY, INC, CONTRACTUAL SVC, 491: S M E C, SMEC, 236: SANDBERG IMPLEMENT, INC, EQUIP MAINT, 321.3: SATUR, JACK, TRAVEL, 50: SCB FIREFIGHTERS UNION LOCAL 1454, FIRE EE DUES, 195: SCOTTS BLUFF COUNTY COURT, COURT COST, 204: SCOTTSBLUFF BODY & PAINT, TOW SERVICE, 305: SCOTTSBLUFF LANDSCAPING INC, CONTRACTUAL SERV, 425: SCOTTSBLUFF POLICE OFFICERS ASSOCIATION, POLICE EE DUES, 576: SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC, DEPT SUPPLIES, 152.5: SENSUS USA INC, CONTRACTUAL SVC, 1838: SHERWIN WILLIAMS, EQUIP MAINT, 22.91: SIMMONS OLSEN LAW FIRM, P.C., CONTRACTUAL SERVICES, 12610.79: SIMON CONTRACTORS, CONCRETE, 7892.98: SPENCER, KEVIN, SCHOOLS & CONF, 225.5: STERKEL JENNIFER, WITNESS FEES, 32.65: THE CHICAGO LUMBER COMPANY OF OMAHA INC, DEPT SUPPLIES, 12.99: THE PEAVEY CORP, INVEST SUPPL, 78: THOMPSON GLASS, INC, EQUIP MAINT, 444.72: TOYOTA MOTOR CREDIT CORPORATION, HIDTA LEASE, 767.98: TYLER TECHNOLOGIES, INC, MAINTENANCE AGREEMENT, 669.9: UNIQUE MANAGEMENT SERVICES, INC, CONT. SRVC, 286.4: US BANK, 2015 LEASE/RENTAL REV BOND, 388473.75: US BANK, SCHOOLS & CONF, 1482.33: VALLEY BANK & TRUST CO, PUBLIC SAFETY TAX BOND, 54727.5: VERIZON WIRELESS-LERT B, CELL PHONES, 131.1: VINCE KELLEY, TRAVEL, 73.77: VOGEL WEST, INC, PUMP ARMOUR, 26.4: WELLS FARGO BANK, N.A., RETIREMENT, 29706.81: WESTERN COOPERATIVE COMPANY, DEPT SUPPLIES, 65.79: WESTERN PATHOLOGY CONSULTANTS, INC, DOT TESTING - OCT. 2015, 191: WESTERN TRAVEL TERMINAL, LLC, VEH MAINT, 65: WIN INVESTMENTS INC, SCHOOLS & CONF, 228.38: WYOMING FIRST AID & SAFETY SUPPLY, LLC, FIRST AID KIT SUPPLIES, 57.33: YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE, YMCA, 2056.5: REFUNDS: JOE PEREZ 6.26; BELLA SOL SALON, 2.73; ALLAN CHATTERTON 3.65; DUSTIN PETERS, 1.96; GINA BRIGGS, 186.48; DUSTIN DANIEL, 60.02; CRAIG GRASS 4.39; PRP PROPERTIES, 2.92; JEANA RYSCHON, 5.35; DUANE DUTTENHOEFFER, 54.04; POTTOER'S WHEEL, 186.44; CHILD DEV CENTER 35.31; POTTER'S WHEEL 240.06; LINDA DONAHUE SCHNEIDER, 8.33.

Mayor Meininger discussed the process to fill the vacated City Council position. Letters of interest for the vacated position were submitted from the following citizens: Nathan Green, Mark McCarthy, Holly Johnston, and Kuldip Singh. Since all of the candidates were present, Mayor Meininger asked if it would be possible to conduct the interviews following tonight's meeting. The candidates and Council Members were agreeable, with two Council Members and two candidates at City Hall and two

Council Members and two candidates at the Library, then Council Members changing locations so that all candidates would be interviewed by all members of the City Council.

Mr. Kuckkahn explained that the City of Gering is ready to purchase a solid waste grinder to help expand the life of the landfill. The funds for the grinder would come from the escrow fund from the tipping fees paid to the City of Gering. This grinder will help reduce our waste foot print by 30-40 %. The City of Gering will prepare the Request for Proposals. Moved by Mayor Meininger, seconded by Council Member Shaver, "to authorize the City of Gering to prepare a Request for Proposals for a solid waste grinder, and present the proposals to the Scottsbluff City Council for review," "YEAS", Gonzales, Colwell, Meininger, and Shaver. "NAYS" None. Absent: None.

Mayor Meininger opened the public hearing at 6:05 p.m. as advertised for this date, to consider a Class C Liquor License Application for Shots Bar & Grill, 1722 Broadway. Mr. Chad Leeling, owner, and Police Chief Kevin Spencer were sworn in to testify on the liquor license. Moved by Mayor Meininger, seconded by Council Member Shaver, "that the following exhibits, presented on behalf of the City Council, be entered into the record: 1) Shots Bar & Grill application; 2) City Council check list for section 53-132 cum supp 2010; 3) written statement of Police Chief Kevin Spencer dated November 12, 2015 ; 4) written statement of City Clerk dated November 16, 2015; 5) written statement of Planning Administrator Urdiales dated November 16, 2015; "YEAS", Gonzales, Colwell, Shaver, and Meininger, "NAYS" none. Absent: None.

City Clerk Dickinson informed the Council that on November 12, 2015, the Liquor License Investigatory Board forwarded a positive recommendation to the City Council regarding the Shots Bar and Grill liquor license. Moved by Mayor Meininger, seconded by Council Member Shaver, "to accept the Liquor License Investigatory Board's positive recommendation to the City Council regarding the Shots Bar and Grill liquor license," "YEAS", Gonzales, Colwell, Shaver, and Meininger, "NAYS" none. Absent: None.

Mr. Leeling approached the City Council and explained that he plans to have food and beverages with a pool hall at his new business, Shots Bar & Grill. He conducts a liquor inventory every week and is in charge of ordering the alcohol. They have installed alarms and security cameras at all doors, and have security guards at all doors. All bar tenders and servers will attend the responsible alcohol training courses. He said their business has a "no tolerance" policy and anyone who serves a minor will be terminated immediately. Mr. Leeling has 12 years' experience in the bar and restaurant business.

Chief Spencer addressed the Council and explained that the police department conducted an extensive background check on the applicants, Eugene Brown and Chad Leeling. They both are of good character and there is no reason to not issue them a liquor license.

Mayor Meininger closed the public hearing at 6:12 p.m. Comments from Council included a question about the security of their patio in the front, which is secure and if the door is opened it immediately locks; and a question regarding time of last call, which is generally 12:30 a.m. – 12:40 a.m.

Moved by Council Member Shaver, seconded by Mayor Meininger, "to forward a favorable recommendation to the Nebraska Liquor Control Commission for The Stomping Ground LLC dba Shots Bar & Grill Class C liquor license pursuant to Nebraska §53-132 (2)a, (2)b, (2)c, and (2)d," "YEAS", Gonzales, Colwell, Meininger, and Shaver. "NAYS" None. Absent: None.

RESOLUTION NO. 15-11-04

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

1. On November 16, 2015 the matter of the application of The Stomping Ground LLC, doing business as "Shots Bar and Grill" for a Retail Class C liquor license at 1722 Broadway, Scottsbluff, Nebraska, came on for consideration by the Council. The following exhibits were offered and received:

- Exhibit 1 - Application of The Stomping Ground LLC, doing business as “Shots Bar and Grill”
- Exhibit 2 - City Council Check List for Section 53-132 R.R.S. (Reissue 2010)
- Exhibit 3 - Written statement of Police Chief dated November 12, 2015.
- Exhibit 4 - Written statement of City Clerk dated November 16, 2015.
- Exhibit 5 - Written statement of Development Services Director dated November 16, 2015.

2. Witnesses were sworn and testimony was received in support of the application at the public hearing on this date from Chad Leeling, owner and manager. Police Chief Kevin Spencer spoke on behalf of the City.
3. Upon consideration of the evidence and the criterion to be considered by the City Council pursuant to law, the City Council finds as follows:
 - a. Applicant has demonstrated a fitness, willingness, and ability to properly serve or sell liquor in conformance to the rules and regulations of the Nebraska Liquor Control Act.
 - b. Applicant has met its burden with regard to the check list provided by Section 53-132 R.R.S. (Reissue 2010) and demonstrates a willingness and ability to properly serve or sell liquor in conformance to the rules and regulations of the Nebraska Liquor Control Act and its management and control appears to be sufficient to insure compliance with such rules and regulations.
4. By reason of the above, the Applicant has met the burden of proof and persuasion in producing evidence pertaining to the criterion prescribed in the Nebraska Statutes.
5. Based on the above findings, the City Council approves the application and recommends to the Nebraska Liquor Control Commission that a Retail Class C liquor license be issued to The Stomping Ground LLC, doing business as “Shots Bar and Grill” at the premises described in the application.
6. The City Clerk shall transmit a copy of this Resolution to the Commission.
7. Cost of publication: \$16.03.

Passed and approved this 16th day of November, 2015.

Mayor

ATTEST:

City Clerk

“seal”

Moved by Council Member Shaver, seconded by Council Member Colwell, "to forward a favorable recommendation to the Nebraska Liquor Control Commission naming Chad Leeling as Manager of the Stomping Ground LLC dba Shots Bar & Grill Class C Liquor License, "YEAS", Gonzales, Colwell, Meininger, and Shaver. "NAYS" None. Absent: None.

Mr. Tim O'Neill, representing Safeway, approached the Council regarding the Manager appointment of Tory W. Reding as the manager of the Safeway Liquor License. He explained that Mr. Reding has been a great employee of Safeway for 22 years, most recently as the General Manager of the Ogallala Safeway. Tory will be the employee responsible for all Safeway Liquor Licenses in Nebraska. He will be an added resource to assist with the management of the liquor licenses and train the trainer. He has never had a violation and has obtained all of the required liquor licensing training.

Council Member Shaver asked why one of the local employees couldn't fill the manager position. Mr. O'Neill informed the Council that every person in the store is responsible for the proper sale of alcohol. They have a "no tolerance" policy for employees who sell alcohol at the store.

Mr. Reding approached the Council explaining what his position at Safeway has been and his commitment to expand the position as the corporate manager of the Safeway Liquor License.

Chief Kevin Spencer explained to the Council that the Liquor License Investigatory Board had issues with this application. There is concern that the manager is not local with daily contact at the business. The statute states that the liquor license manager should provide regular superintendence. When Captain Wasson contacted Mr. Reding, he said he would not have regular contact at the store.

Moved by Mayor Meininger, seconded by Council Member Shaver, "to accept the letter from the Monument Prevention Coalition, the recommendation of the Liquor License Investigatory Board, and the recommendation from the Police Department, as exhibits for the Safeway Liquor License Manager consideration," "YEAS", Gonzales, Colwell, Meininger, and Shaver. "NAYS" None. Absent: None.

Mr. O'Neill approached the Council again and explained that many large businesses operate with a corporate liquor license manager, including Applebees which is also a local business. This Safeway Store has been a good business in Scottsbluff and has not had a violation incident in the last 20 years they have been here.

Moved by Mayor Meininger to forward a neutral recommendation to the Liquor Control Commission regarding the manager appointment to Safeway, based on the information that Mr. Reding would not be on sight. City Attorney Olsen explained that State Statute allows for either a positive or negative recommendation. Mayor Meininger changed his motion. Moved by Mayor Meininger "to forward a negative recommendation to the Liquor License Commission regarding the manager appointment to Safeway, based on the information that Mr. Reding would not be on sight." The motion died for lack of a second. Council Member Colwell commented that the "neutral" recommendation is consistent with past City Council actions regarding recommendations to the Liquor Control Commission. Moved by Council Member Gonzales, seconded by Council Member Colwell, "to forward a neutral recommendation to the Nebraska Liquor Control Commission regarding the appointment of Tory W. Reding as Manager of the Scottsbluff Safeway Liquor License, based on the lack of superintendence over the liquor license," "YEAS", Gonzales, Colwell, and Meininger, "NAYS" Shaver. Absent: None.

Assistant City Manager Johnson presented the water tower lease agreement with Nex-Tech, which has been reviewed by the legal department. The lease is for five years, with a 5% increase every five year increment, for a total period of 20 years. Moved by Council Member Gonzales, seconded by Council Member Colwell, "to approve the tower lease agreement with Nex-Tech Wireless, LLC to lease space on the Coke water tower located at 17th Street and 21st Ave.. and authorize the Mayor to execute the agreement," "YEAS", Gonzales, Colwell, and Meininger, "NAYS" Shaver. Absent: None.

Council introduced the Ordinance dealing with alleys which was read by title on second reading:
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.

Council introduced the Ordinance dealing with utility rates which was read by title on second reading: **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.**

Moved by Council Member Colwell, seconded by Council Member Shaver, “to adjourn the meeting at 6:30 p.m.,” “YEAS”, Gonzales, Colwell, Meininger, and Shaver. “NAYS” None. Absent: None.

Mayor

Attest:

City Clerk

“SEAL”

City of Scottsbluff, Nebraska

Monday, December 7, 2015

Regular Meeting

Item Consent2

Approve the minutes of the November 30, 2015 Special Meeting.

Minutes: Minutes for the November 30, 2015 Special Meeting will be available on Monday, December 7, 2015.

Staff Contact: Cindy Dickinson, City Clerk

City of Scottsbluff, Nebraska
Monday, December 7, 2015
Regular Meeting

Item Claims1

Regular claims

Staff Contact: Liz Hilyard, Finance Director



Expense Approval Report

By Vendor Name

Post Dates 11/17/2015 - 12/7/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 08464 - 911 CUSTOM, LLC					
Fund: 111 - GENERAL					
VEH MAINT	VEHICLE MAINTENANCE				358.00
				Fund 111 - GENERAL Total:	358.00
				Vendor 08464 - 911 CUSTOM, LLC Total:	358.00
Vendor: 01184 - ACCURACY INC					
Fund: 111 - GENERAL					
AMMUNITION	SCHOOL & CONFERENCE				765.00
				Fund 111 - GENERAL Total:	765.00
				Vendor 01184 - ACCURACY INC Total:	765.00
Vendor: 00393 - ACTION COMMUNICATIONS INC.					
Fund: 111 - GENERAL					
6 portable radio batteries	DEPARTMENT SUPPLIES				792.00
				Fund 111 - GENERAL Total:	792.00
				Vendor 00393 - ACTION COMMUNICATIONS INC. Total:	792.00
Vendor: 05536 - AIR CYCLE CORPORATION					
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				260.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	260.00
				Vendor 05536 - AIR CYCLE CORPORATION Total:	260.00
Vendor: 09021 - AIRGAS USA, LLC					
Fund: 111 - GENERAL					
gas supplies for training class	DEPARTMENT SUPPLIES				16.23
				Fund 111 - GENERAL Total:	16.23
				Vendor 09021 - AIRGAS USA, LLC Total:	16.23
Vendor: 00310 - ALAMAR CORP					
Fund: 111 - GENERAL					
UNIFORMS	UNIFORMS & CLOTHING				698.18
				Fund 111 - GENERAL Total:	698.18
				Vendor 00310 - ALAMAR CORP Total:	698.18
Vendor: 09573 - ALLAN CLARE B					
Fund: 213 - CEMETERY					
MISC	MISCELLANEOUS				275.00
				Fund 213 - CEMETERY Total:	275.00
				Vendor 09573 - ALLAN CLARE B Total:	275.00
Vendor: 05887 - ALLO COMMUNICATIONS,LLC					
Fund: 111 - GENERAL					
LOCAL TELEPHONE CHARGES	TELEPHONE				251.58
LOCAL TELEPHONE CHARGES	TELEPHONE				69.44
LOCAL TELEPHONE CHARGES	TELEPHONE				67.94
LOCAL TELEPHONE CHARGES	TELEPHONE				37.14
LOCAL TELEPHONE CHARGES	TELEPHONE				227.94
LOCAL TELEPHONE CHARGES	TELEPHONE				246.04
LOCAL TELEPHONE CHARGES	TELEPHONE				361.61
LOCAL TELEPHONE CHARGES	TELEPHONE				1,618.23
LOCAL TELEPHONE CHARGES	TELEPHONE				552.14
LOCAL TELEPHONE CHARGES	TELEPHONE				181.29
LOCAL TELEPHONE CHARGES	TELEPHONE				46.33
				Fund 111 - GENERAL Total:	3,659.68

Expense Approval Report

Post Dates: 11/17/2015 - 12/7/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 212 - TRANSPORTATION					
LOCAL TELEPHONE CHARGES	TELEPHONE				439.09
					Fund 212 - TRANSPORTATION Total:
					439.09
Fund: 213 - CEMETERY					
LOCAL TELEPHONE CHARGES	TELEPHONE				69.44
					Fund 213 - CEMETERY Total:
					69.44
Fund: 621 - ENVIRONMENTAL SERVICES					
LOCAL TELEPHONE CHARGES	TELEPHONE				194.88
					Fund 621 - ENVIRONMENTAL SERVICES Total:
					194.88
Fund: 631 - WASTEWATER					
LOCAL TELEPHONE CHARGES	TELEPHONE				135.88
					Fund 631 - WASTEWATER Total:
					135.88
Fund: 641 - WATER					
LOCAL TELEPHONE CHARGES	TELEPHONE				102.66
					Fund 641 - WATER Total:
					102.66
Fund: 661 - STORMWATER					
LOCAL TELEPHONE CHARGES	TELEPHONE				34.72
					Fund 661 - STORMWATER Total:
					34.72
Fund: 721 - GIS SERVICES					
LOCAL TELEPHONE CHARGES	TELEPHONE				34.14
					Fund 721 - GIS SERVICES Total:
					34.14
					Vendor 05887 - ALLO COMMUNICATIONS,LLC Total:
					4,670.49
Vendor: 03711 - AMAZON.COM HEADQUARTERS					
Fund: 111 - GENERAL					
Bks, Dvds, Dep sup	DEPARTMENT SUPPLIES				160.72
Bks, Dvds, Dep sup	AUDIOVISUAL SUPPLIES				49.45
Bks, Dvds, Dep sup	BOOKS				881.93
					Fund 111 - GENERAL Total:
					1,092.10
Fund: 211 - REGIONAL LIBRARY					
Bks, Dvds, Dep sup	BOOKS				197.40
					Fund 211 - REGIONAL LIBRARY Total:
					197.40
					Vendor 03711 - AMAZON.COM HEADQUARTERS Total:
					1,289.50
Vendor: 02618 - ANTHONY HARRIS					
Fund: 621 - ENVIRONMENTAL SERVICES					
contractual services	CONTRACTUAL SERVICES				57.50
					Fund 621 - ENVIRONMENTAL SERVICES Total:
					57.50
					Vendor 02618 - ANTHONY HARRIS Total:
					57.50
Vendor: 08126 - ANTHONY J MURPHY					
Fund: 111 - GENERAL					
food cost for two week NFA class	SCHOOL & CONFERENCE				330.48
					Fund 111 - GENERAL Total:
					330.48
					Vendor 08126 - ANTHONY J MURPHY Total:
					330.48
Vendor: 09475 - ATLAS COPCO COMPRESSORS, LLC					
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				4,653.00
					Fund 631 - WASTEWATER Total:
					4,653.00
					Vendor 09475 - ATLAS COPCO COMPRESSORS, LLC Total:
					4,653.00
Vendor: 04575 - AUTOZONE STORES, INC					
Fund: 111 - GENERAL					
VEH MAINT	VEHICLE MAINTENANCE				10.17
					Fund 111 - GENERAL Total:
					10.17
					Vendor 04575 - AUTOZONE STORES, INC Total:
					10.17

Expense Approval Report

Post Dates: 11/17/2015 - 12/7/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount	
Vendor: 00295 - B & H INVESTMENTS, INC						
Fund: 111 - GENERAL						
BLDG MAINT	BUILDING MAINTENANCE				14.00	
BLDG MAINT	BUILDING MAINTENANCE				14.00	
BLDG MAINT	BUILDING MAINTENANCE				9.75	
BLDG MAINT	BUILDING MAINTENANCE				9.75	
DEPT SUP	DEPARTMENT SUPPLIES				36.50	
BLDG MAINT	BUILDING MAINTENANCE				66.95	
BLDG MAINT	BUILDING MAINTENANCE				66.95	
Dep sup	DEPARTMENT SUPPLIES				107.00	
					Fund 111 - GENERAL Total:	324.90
Fund: 212 - TRANSPORTATION						
SUPP - WATER	DEPARTMENT SUPPLIES				18.50	
					Fund 212 - TRANSPORTATION Total:	18.50
Fund: 621 - ENVIRONMENTAL SERVICES						
dept supplies	DEPARTMENT SUPPLIES				65.75	
					Fund 621 - ENVIRONMENTAL SERVICES Total:	65.75
					Vendor 00295 - B & H INVESTMENTS, INC Total:	409.15
Vendor: 00271 - B&C STEEL CORPORATION						
Fund: 111 - GENERAL						
BLDG MAINT	BUILDING MAINTENANCE				111.15	
					Fund 111 - GENERAL Total:	111.15
					Vendor 00271 - B&C STEEL CORPORATION Total:	111.15
Vendor: 00241 - BAKER & ASSOCIATES INC						
Fund: 111 - GENERAL						
CONTRATUAL	CONTRACTUAL SERVICES				3,856.00	
					Fund 111 - GENERAL Total:	3,856.00
					Vendor 00241 - BAKER & ASSOCIATES INC Total:	3,856.00
Vendor: 00538 - BARCO MUNICIPAL PRODUCTS INC						
Fund: 212 - TRANSPORTATION						
SUPP - STOP SIGN FACINGS	DEPARTMENT SUPPLIES				712.91	
					Fund 212 - TRANSPORTATION Total:	712.91
					Vendor 00538 - BARCO MUNICIPAL PRODUCTS INC Total:	712.91
Vendor: 09586 - BARRAZA MANUEL						
Fund: 111 - GENERAL						
contingency	CONTINGENCY				6,200.00	
					Fund 111 - GENERAL Total:	6,200.00
					Vendor 09586 - BARRAZA MANUEL Total:	6,200.00
Vendor: 09582 - BLUESTEM HOMEOWNERS						
Fund: 223 - KENO						
TREE REBATE	CONTRACTUAL SERVICES				219.95	
					Fund 223 - KENO Total:	219.95
					Vendor 09582 - BLUESTEM HOMEOWNERS Total:	219.95
Vendor: 00405 - BLUFFS SANITARY SUPPLY INC.						
Fund: 111 - GENERAL						
Jan sup	JANITORIAL SUPPLIES				169.53	
DEPT SUPPL	DEPARTMENT SUPPLIES				70.69	
DEPT SUPPL	DEPARTMENT SUPPLIES				70.68	
Jan sup	JANITORIAL SUPPLIES				36.89	
Jan sup	JANITORIAL SUPPLIES				348.14	
					Fund 111 - GENERAL Total:	695.93
					Vendor 00405 - BLUFFS SANITARY SUPPLY INC. Total:	695.93

Expense Approval Report

Post Dates: 11/17/2015 - 12/7/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount	
Vendor: 00735 - CAPITAL BUSINESS SYSTEMS INC.						
Fund: 111 - GENERAL						
MAINT	EQUIPMENT MAINTENANCE				95.33	
					Fund 111 - GENERAL Total:	95.33
					Vendor 00735 - CAPITAL BUSINESS SYSTEMS INC. Total:	95.33
Vendor: 00055 - CARR- TRUMBULL LUMBER CO, INC.						
Fund: 212 - TRANSPORTATION						
SUPP	DEPARTMENT SUPPLIES				15.29	
					Fund 212 - TRANSPORTATION Total:	15.29
Fund: 641 - WATER						
DEPT SUP	DEPARTMENT SUPPLIES				13.14	
					Fund 641 - WATER Total:	13.14
					Vendor 00055 - CARR- TRUMBULL LUMBER CO, INC. Total:	28.43
Vendor: 07911 - CELLCO PARTNERSHIP						
Fund: 111 - GENERAL						
CELL PHONE	TELEPHONE				505.80	
monthly cell phones Fire	CELLULAR PHONE				214.88	
					Fund 111 - GENERAL Total:	720.68
					Vendor 07911 - CELLCO PARTNERSHIP Total:	720.68
Vendor: 00363 - CEMENTER'S INC						
Fund: 111 - GENERAL						
CONTINGENCY	CONTINGENCY				774.00	
CONTINGENCY	CONTINGENCY				774.00	
CONTINGENCY	CONTINGENCY				774.00	
CONTINGENCY	CONTINGENCY				860.00	
CONTINGENCY	CONTINGENCY				301.00	
CONTINGENCY	CONTINGENCY				774.00	
CONTINGENCY	CONTINGENCY				774.00	
CONTINGENCY	CONTINGENCY				258.00	
					Fund 111 - GENERAL Total:	5,289.00
Fund: 641 - WATER						
DEPT SUP	DEPARTMENT SUPPLIES				417.30	
DEPT SUP	DEPARTMENT SUPPLIES				144.46	
					Fund 641 - WATER Total:	561.76
					Vendor 00363 - CEMENTER'S INC Total:	5,850.76
Vendor: 02396 - CITIBANK N.A.						
Fund: 111 - GENERAL						
department supplies	DEPARTMENT SUPPLIES				18.98	
DEPT SUPP	DEPARTMENT SUPPLIES				42.99	
DEPT SUPP	DEPARTMENT SUPPLIES				65.99	
DEPT SUP	DEPARTMENT SUPPLIES				58.98	
					Fund 111 - GENERAL Total:	186.94
Fund: 212 - TRANSPORTATION						
SUPP - INK FOR CENTRAL GARA...	DEPARTMENT SUPPLIES				67.99	
					Fund 212 - TRANSPORTATION Total:	67.99
Fund: 213 - CEMETERY						
DEPT SUPP	DEPARTMENT SUPPLIES				46.76	
					Fund 213 - CEMETERY Total:	46.76
Fund: 631 - WASTEWATER						
DEPT SUP	DEPARTMENT SUPPLIES				65.75	
					Fund 631 - WASTEWATER Total:	65.75
					Vendor 02396 - CITIBANK N.A. Total:	367.44
Vendor: 02995 - CONSOLIDATED MANAGEMENT COMPANY						
Fund: 111 - GENERAL						
SCHOOLS & CONF	SCHOOL & CONFERENCE				191.25	

Expense Approval Report

Post Dates: 11/17/2015 - 12/7/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
SCHOOLS & CONF	SCHOOL & CONFERENCE				213.50
				Fund 111 - GENERAL Total:	404.75
				Vendor 02995 - CONSOLIDATED MANAGEMENT COMPANY Total:	404.75
Vendor: 00267 - CONTRACTORS MATERIALS INC.					
Fund: 212 - TRANSPORTATION					
SUPP - ANCHORS	DEPARTMENT SUPPLIES				6.03
SUPP - FIBER EXP. JOINT	DEPARTMENT SUPPLIES				68.60
				Fund 212 - TRANSPORTATION Total:	74.63
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				98.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	98.00
				Vendor 00267 - CONTRACTORS MATERIALS INC. Total:	172.63
Vendor: 09581 - CREATIVE SITES LLC					
Fund: 223 - KENO					
equip	EQUIPMENT				29,975.00
				Fund 223 - KENO Total:	29,975.00
				Vendor 09581 - CREATIVE SITES LLC Total:	29,975.00
Vendor: 00406 - CRESCENT ELECT. SUPPLY COMP INC					
Fund: 111 - GENERAL					
bldg maint	BUILDING MAINTENANCE				64.97
BLDG MAINT	BUILDING MAINTENANCE				111.51
				Fund 111 - GENERAL Total:	176.48
Fund: 216 - BUSINESS IMPROVEMENT					
BID SUP	CONTRACTUAL SERVICES				588.75
				Fund 216 - BUSINESS IMPROVEMENT Total:	588.75
				Vendor 00406 - CRESCENT ELECT. SUPPLY COMP INC Total:	765.23
Vendor: 07689 - CYNTHIA GREEN					
Fund: 111 - GENERAL					
DEPT SUP	DEPARTMENT SUPPLIES				65.28
DEPT SUP	DEPARTMENT SUPPLIES				9.29
DEPT SUPP	DEPARTMENT SUPPLIES				17.36
DEPT SUPP	DEPARTMENT SUPPLIES				12.19
DEPT SUP	DEPARTMENT SUPPLIES				10.99
				Fund 111 - GENERAL Total:	115.11
				Vendor 07689 - CYNTHIA GREEN Total:	115.11
Vendor: 08574 - D & H ELECTRONICS					
Fund: 111 - GENERAL					
equipment repairs	EQUIPMENT MAINTENANCE				6.84
				Fund 111 - GENERAL Total:	6.84
				Vendor 08574 - D & H ELECTRONICS Total:	6.84
Vendor: 03321 - DALE'S TIRE & RETREADING, INC.					
Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				113.00
EQUIP MAINT	EQUIPMENT MAINTENANCE				40.44
EQUIP MAINT	EQUIPMENT MAINTENANCE				221.04
EQUIP MAINT	EQUIPMENT MAINTENANCE				384.00
				Fund 111 - GENERAL Total:	758.48
Fund: 621 - ENVIRONMENTAL SERVICES					
vehicle mtnc	VEHICLE MAINTENANCE				103.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	103.00
				Vendor 03321 - DALE'S TIRE & RETREADING, INC. Total:	861.48
Vendor: 07421 - DUANE E. WOHLERS					
Fund: 621 - ENVIRONMENTAL SERVICES					
disposal fees	DISPOSAL FEES				450.00

Expense Approval Report

Post Dates: 11/17/2015 - 12/7/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
disposal fees	DISPOSAL FEES				450.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	900.00
				Vendor 07421 - DUANE E. WOHLERS Total:	900.00
Vendor: 01617 - DYNA-TECH ELECTRIC INC					
Fund: 111 - GENERAL					
Elect main	ELECTRICAL MAINTENANCE				743.68
				Fund 111 - GENERAL Total:	743.68
				Vendor 01617 - DYNA-TECH ELECTRIC INC Total:	743.68
Vendor: 01003 - ELLIOTT EQUIPMENT COMPANY INC.					
Fund: 621 - ENVIRONMENTAL SERVICES					
vehicle mtnc	VEHICLE MAINTENANCE				1,811.35
vehicle mtnc	VEHICLE MAINTENANCE				3,248.68
vehicle mtnc	VEHICLE MAINTENANCE				350.88
				Fund 621 - ENVIRONMENTAL SERVICES Total:	5,410.91
				Vendor 01003 - ELLIOTT EQUIPMENT COMPANY INC. Total:	5,410.91
Vendor: 03950 - ENERGY LABORATORIES, INC					
Fund: 641 - WATER					
SAMPLES	SAMPLES				253.00
				Fund 641 - WATER Total:	253.00
				Vendor 03950 - ENERGY LABORATORIES, INC Total:	253.00
Vendor: 02460 - FASTENAL COMPANY					
Fund: 212 - TRANSPORTATION					
SUPP	DEPARTMENT SUPPLIES				58.55
SUPP	DEPARTMENT SUPPLIES				20.18
				Fund 212 - TRANSPORTATION Total:	78.73
				Vendor 02460 - FASTENAL COMPANY Total:	78.73
Vendor: 00548 - FEDERAL EXPRESS CORPORATION					
Fund: 111 - GENERAL					
SHIPLING EXPENSES	DEPARTMENT SUPPLIES				35.72
				Fund 111 - GENERAL Total:	35.72
Fund: 631 - WASTEWATER					
POSTAGE	POSTAGE				172.98
				Fund 631 - WASTEWATER Total:	172.98
Fund: 641 - WATER					
POSTAGE	POSTAGE				39.25
POSTAGE	POSTAGE				39.25
				Fund 641 - WATER Total:	78.50
				Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:	287.20
Vendor: 00794 - FLOYD'S TRUCK CENTER, INC					
Fund: 621 - ENVIRONMENTAL SERVICES					
equip mtnc	EQUIPMENT MAINTENANCE				4,133.20
vehicle mtnc	VEHICLE MAINTENANCE				244.69
				Fund 621 - ENVIRONMENTAL SERVICES Total:	4,377.89
				Vendor 00794 - FLOYD'S TRUCK CENTER, INC Total:	4,377.89
Vendor: 03133 - FUN EXPRESS, LLC					
Fund: 111 - GENERAL					
SPECIAL EVENT	SPECIAL EVENTS				319.90
SPECIAL EVENTS	SPECIAL EVENTS				247.54
				Fund 111 - GENERAL Total:	567.44
				Vendor 03133 - FUN EXPRESS, LLC Total:	567.44
Vendor: 00887 - FYR-TEK INC					
Fund: 111 - GENERAL					
SCBA parts	EQUIPMENT MAINTENANCE				99.00

Expense Approval Report

Post Dates: 11/17/2015 - 12/7/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
repairs to SCBA regulator	EQUIPMENT MAINTENANCE				110.75
				Fund 111 - GENERAL Total:	209.75
				Vendor 00887 - FYR-TEK INC Total:	209.75
Vendor: 09580 - G & G EQUIPMENT INC					
Fund: 213 - CEMETERY					
SMALL CAPITAL	SMALL CAPITAL				4,015.00
				Fund 213 - CEMETERY Total:	4,015.00
				Vendor 09580 - G & G EQUIPMENT INC Total:	4,015.00
Vendor: 00022 - GENERAL ELECTRIC CAPITAL CORPORATION					
Fund: 111 - GENERAL					
department supplies	DEPARTMENT SUPPLIES				71.78
FIREARMS SUPPL	FIREARMS SUPPLIES				86.96
Dep sup	DEPARTMENT SUPPLIES				14.02
Dep sup	DEPARTMENT SUPPLIES				14.92
DEPT SUPP	DEPARTMENT SUPPLIES				72.47
department supplies	DEPARTMENT SUPPLIES				12.10
DEPT SUPP	DEPARTMENT SUPPLIES				60.70
				Fund 111 - GENERAL Total:	332.95
				Vendor 00022 - GENERAL ELECTRIC CAPITAL CORPORATION Total:	332.95
Vendor: 00602 - GENERAL TRAFFIC CONTROLS, INC					
Fund: 212 - TRANSPORTATION					
CAMERA FOR AVE. I & W. OVER...	DEPARTMENT SUPPLIES				1,796.51
				Fund 212 - TRANSPORTATION Total:	1,796.51
				Vendor 00602 - GENERAL TRAFFIC CONTROLS, INC Total:	1,796.51
Vendor: 09469 - GI HOSPITALITY					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				523.12
SCHOOLS & CONF	SCHOOL & CONFERENCE				-65.22
				Fund 111 - GENERAL Total:	457.90
				Vendor 09469 - GI HOSPITALITY Total:	457.90
Vendor: 06671 - H D SUPPLY WATERWORKS LTD					
Fund: 641 - WATER					
METERS	METERS				7,846.67
METERS	METERS				880.34
METERS	METERS				143.48
METERS	METERS				1,835.70
METERS	METERS				1,307.78
METERS	METERS				30,007.37
METERS	METERS				3,824.38
				Fund 641 - WATER Total:	45,845.72
				Vendor 06671 - H D SUPPLY WATERWORKS LTD Total:	45,845.72
Vendor: 04371 - HAWKINS, INC.					
Fund: 641 - WATER					
CHEMICALS	CHEMICALS				832.15
				Fund 641 - WATER Total:	832.15
				Vendor 04371 - HAWKINS, INC. Total:	832.15
Vendor: 00861 - HEILBRUN'S INC.					
Fund: 111 - GENERAL					
VEH MAINT	VEHICLE MAINTENANCE				11.99
equipment parts	EQUIPMENT MAINTENANCE				15.53
VEH MAINT	VEHICLE MAINTENANCE				22.42
equipment parts	EQUIPMENT MAINTENANCE				13.95
equipment repair parts returned	EQUIPMENT MAINTENANCE				-6.57
VEH MAINT	VEHICLE MAINTENANCE				11.99
DEPT SUPP	DEPARTMENT SUPPLIES				19.74
VEHICLE MAINT	VEHICLE MAINTENANCE				12.49

Expense Approval Report

Post Dates: 11/17/2015 - 12/7/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
DEPT SUPP	DEPARTMENT SUPPLIES				32.99
BLDG MAINT	BUILDING MAINTENANCE				23.28
VEH MAINT	VEHICLE MAINTENANCE				33.90
VEH MAINT	VEHICLE MAINTENANCE				11.99
DEPT SUPP	DEPARTMENT SUPPLIES				22.85
Fund 111 - GENERAL Total:					226.55
Fund: 212 - TRANSPORTATION					
FILTERS FOR SWEEPER	EQUIPMENT MAINTENANCE				59.90
FILTERS FOR LOADER	EQUIPMENT MAINTENANCE				62.00
FILTER FOR LOADER	EQUIPMENT MAINTENANCE				6.49
BATTERY FOR SNOW BLOWER	EQUIPMENT MAINTENANCE				125.81
SUPP - CAR WASH, CHAMOIS	DEPARTMENT SUPPLIES				89.78
ANTIFREEZE FOR CENTRAL GAR...	OIL & ANTIFREEZE				16.00
FILTER FOR SNOW BLOWER	EQUIPMENT MAINTENANCE				11.09
Fund 212 - TRANSPORTATION Total:					371.07
Fund: 621 - ENVIRONMENTAL SERVICES					
equip mtn	EQUIPMENT MAINTENANCE				28.20
dept supplies	DEPARTMENT SUPPLIES				7.92
dept supplies	DEPARTMENT SUPPLIES				11.68
Fund 621 - ENVIRONMENTAL SERVICES Total:					47.80
Fund: 641 - WATER					
VEH MAINT	VEHICLE MAINTENANCE				12.65
VEH MAINT	VEHICLE MAINTENANCE				22.62
Fund 641 - WATER Total:					35.27
Vendor 00861 - HEILBRUN'S INC. Total:					680.69
Vendor: 08927 - HENWIL CORPORATION					
Fund: 631 - WASTEWATER					
CHEMICALS	CHEMICALS				5,272.10
Fund 631 - WASTEWATER Total:					5,272.10
Vendor 08927 - HENWIL CORPORATION Total:					5,272.10
Vendor: 05667 - HOA SOLUTIONS, INC					
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				439.80
EQUIPMENT	EQUIPMENT				13,375.00
Fund 631 - WASTEWATER Total:					13,814.80
Fund: 641 - WATER					
EQUIPMENT	EQUIPMENT				13,375.00
Fund 641 - WATER Total:					13,375.00
Vendor 05667 - HOA SOLUTIONS, INC Total:					27,189.80
Vendor: 00299 - HULLINGER GLASS & LOCKS INC.					
Fund: 111 - GENERAL					
duplicated keys for fire panels	DEPARTMENT SUPPLIES				49.25
BLDG MAINT	BUILDING MAINTENANCE				6.50
file cabinet lock	EQUIPMENT MAINTENANCE				26.75
Fund 111 - GENERAL Total:					82.50
Vendor 00299 - HULLINGER GLASS & LOCKS INC. Total:					82.50
Vendor: 05499 - ICC CERTIFICATION SERVICES					
Fund: 111 - GENERAL					
DEPT MMBRSHP	MEMBERSHIPS				135.00
Fund 111 - GENERAL Total:					135.00
Vendor 05499 - ICC CERTIFICATION SERVICES Total:					135.00
Vendor: 00525 - IDEAL LAUNDRY AND CLEANERS, INC.					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				44.23
UNIFORMS	UNIFORMS & CLOTHING				87.21
DEPT SUPP	DEPARTMENT SUPPLIES				123.60

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
UNIFORMS	UNIFORMS & CLOTHING				87.21
DEPT SUPP	DEPARTMENT SUPPLIES				44.23
UNIFORMS	UNIFORMS & CLOTHING				87.21
UNIFORMS	UNIFORMS & CLOTHING				87.21
JAN SUPP	JANITORIAL SUPPLIES				29.58
Fund 111 - GENERAL Total:					590.48
Fund: 212 - TRANSPORTATION					
SUPP - MATS, TOWELS, CVRLLS,...	DEPARTMENT SUPPLIES				85.71
SUPP - MATS, TOWELS, CVRLLS	DEPARTMENT SUPPLIES				61.11
SUPP - TOWELS	DEPARTMENT SUPPLIES				109.60
SUPP - MATS, TOWELS, CVRLLS	DEPARTMENT SUPPLIES				115.00
Fund 212 - TRANSPORTATION Total:					371.42
Fund: 213 - CEMETERY					
CONTRACTUAL	CONTRACTUAL SERVICES				9.90
Fund 213 - CEMETERY Total:					9.90
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				28.64
Fund 641 - WATER Total:					28.64
Vendor 00525 - IDEAL LAUNDRY AND CLEANERS, INC. Total:					1,000.44
Vendor: 09291 - INGRAM LIBRARY SERVICES INC					
Fund: 111 - GENERAL					
Bks	BOOKS				62.29
Bks	BOOKS				19.60
Bks	BOOKS				58.69
Bks	BOOKS				108.69
Fund 111 - GENERAL Total:					249.27
Fund: 211 - REGIONAL LIBRARY					
Bks	BOOKS				95.89
Fund 211 - REGIONAL LIBRARY Total:					95.89
Vendor 09291 - INGRAM LIBRARY SERVICES INC Total:					345.16
Vendor: 08019 - INTERNATIONAL MUNICIPAL SIGNAL ASSOCIATION					
Fund: 212 - TRANSPORTATION					
TRAFFIC SIGNAL MEMBERSHIP ...	MEMBERSHIPS				85.00
Fund 212 - TRANSPORTATION Total:					85.00
Vendor 08019 - INTERNATIONAL MUNICIPAL SIGNAL ASSOCIATION Total:					85.00
Vendor: 08525 - INTRALINKS, INC					
Fund: 111 - GENERAL					
DELL OPTIPLEX 7020 COMPUTER	DEPARTMENT SUPPLIES				1,056.45
COMPUTER MONITORS	DEPARTMENT SUPPLIES				2,570.85
COMPUTERS	DEPARTMENT SUPPLIES				15,341.38
DEPT SUPPLIES	DEPARTMENT SUPPLIES				100.00
APC REPLACEMENT BATTERY	DEPARTMENT SUPPLIES				160.91
DEPT SUPPLIES	DEPARTMENT SUPPLIES				1,105.38
EQUIPMENT MAINTENANCE	EQUIPMENT MAINTENANCE				3,506.25
Fund 111 - GENERAL Total:					23,841.22
Vendor 08525 - INTRALINKS, INC Total:					23,841.22
Vendor: 05696 - INVENTIVE WIRELESS OF NE, LLC					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				8.00
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				8.00
Fund 111 - GENERAL Total:					16.00
Vendor 05696 - INVENTIVE WIRELESS OF NE, LLC Total:					16.00
Vendor: 06131 - JOHN DEERE FINANCIAL					
Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				29.97
DEPT SUPP	DEPARTMENT SUPPLIES				19.98

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
UNIFORMS	UNIFORMS & CLOTHING				89.99
BLDG MAINT	BUILDING MAINTENANCE				31.98
					Fund 111 - GENERAL Total: 171.92
					Vendor 06131 - JOHN DEERE FINANCIAL Total: 171.92
Vendor: 08067 - JOHN DEERE FINANCIAL					
Fund: 111 - GENERAL					
BLDG MAINT	BUILDING MAINTENANCE				16.14
BLDG MAINT	BUILDING MAINTENANCE				3.59
BLDG MAINT	BUILDING MAINTENANCE				3.29
DEPT SUPP	DEPARTMENT SUPPLIES				11.49
					Fund 111 - GENERAL Total: 34.51
Fund: 631 - WASTEWATER					
VEH MAINT	VEHICLE MAINTENANCE				48.47
					Fund 631 - WASTEWATER Total: 48.47
					Vendor 08067 - JOHN DEERE FINANCIAL Total: 82.98
Vendor: 00407 - JWC ENVIRONMENTAL,LLC					
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				674.23
					Fund 631 - WASTEWATER Total: 674.23
					Vendor 00407 - JWC ENVIRONMENTAL,LLC Total: 674.23
Vendor: 00639 - KRIZ-DAVIS COMPANY					
Fund: 212 - TRANSPORTATION					
STREET LITE CONTROL BOX	DEPARTMENT SUPPLIES				230.92
					Fund 212 - TRANSPORTATION Total: 230.92
					Vendor 00639 - KRIZ-DAVIS COMPANY Total: 230.92
Vendor: 00627 - LOGAN CONTRACTORS SUPPLY INC					
Fund: 212 - TRANSPORTATION					
PARTS FOR TAR KETTLE	EQUIPMENT MAINTENANCE				160.39
					Fund 212 - TRANSPORTATION Total: 160.39
					Vendor 00627 - LOGAN CONTRACTORS SUPPLY INC Total: 160.39
Vendor: 00242 - M.C. SCHAFF & ASSOCIATES, INC					
Fund: 111 - GENERAL					
DEPT CONTRCL SRVCS	CONTRACTUAL SERVICES				1,940.00
CONTRACT SERVICES	CONTRACTUAL SERVICES				4,940.00
					Fund 111 - GENERAL Total: 6,880.00
Fund: 212 - TRANSPORTATION					
ENG. SERVICES	STREET PROJECTS				595.00
					Fund 212 - TRANSPORTATION Total: 595.00
					Vendor 00242 - M.C. SCHAFF & ASSOCIATES, INC Total: 7,475.00
Vendor: 08317 - MATHESON TRI-GAS INC					
Fund: 212 - TRANSPORTATION					
WELD. SUPP FOR CENTRAL GAR...	DEPARTMENT SUPPLIES				90.00
					Fund 212 - TRANSPORTATION Total: 90.00
					Vendor 08317 - MATHESON TRI-GAS INC Total: 90.00
Vendor: 07588 - MATTHEW M. HUTT					
Fund: 111 - GENERAL					
CONTRACT SERVICE	CONTRACTUAL SERVICES				450.00
CONTRACT SERVICES	CONTRACTUAL SERVICES				450.00
					Fund 111 - GENERAL Total: 900.00
					Vendor 07588 - MATTHEW M. HUTT Total: 900.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 09358 - MAXWELL PRODUCTS, INC					
Fund: 212 - TRANSPORTATION					
JOINT SEALER	STREET REPAIR SUPPLIES				23,659.41
					Fund 212 - TRANSPORTATION Total:
					23,659.41
					Vendor 09358 - MAXWELL PRODUCTS, INC Total:
					23,659.41
Vendor: 07628 - MENARDS, INC					
Fund: 111 - GENERAL					
DEPT SUPP	SPECIAL EVENTS				45.12
DEPT SUPP	SPECIAL EVENTS				92.96
DEPT SUPP	DEPARTMENT SUPPLIES				19.71
GROUNDS MAINT	GROUNDS MAINTENANCE				28.97
department supplies	DEPARTMENT SUPPLIES				11.16
DEPT SUPP	BUILDING MAINTENANCE				14.99
Department supplies	DEPARTMENT SUPPLIES				102.45
SPECIAL EVENT	SPECIAL EVENTS				163.51
					Fund 111 - GENERAL Total:
					478.87
Fund: 212 - TRANSPORTATION					
SUPP - SCREWS, CABLE, HOOK, ...	DEPARTMENT SUPPLIES				99.74
SUPP - SHOVELS	DEPARTMENT SUPPLIES				31.48
					Fund 212 - TRANSPORTATION Total:
					131.22
Fund: 213 - CEMETERY					
DEPT SUPP	DEPARTMENT SUPPLIES				29.33
DEPT SUPP	DEPARTMENT SUPPLIES				29.33
					Fund 213 - CEMETERY Total:
					58.66
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				15.98
dept supplies	DEPARTMENT SUPPLIES				24.97
uniforms & clothing	UNIFORMS & CLOTHING				11.00
					Fund 621 - ENVIRONMENTAL SERVICES Total:
					51.95
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				40.94
DEPT SUP	DEPARTMENT SUPPLIES				15.55
DEPT SUP	DEPARTMENT SUPPLIES				4.94
DEPT SUP	DEPARTMENT SUPPLIES				22.82
					Fund 631 - WASTEWATER Total:
					84.25
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				83.41
DEPT SUP	DEPARTMENT SUPPLIES				290.87
DEPT SUP	DEPARTMENT SUPPLIES				31.39
					Fund 641 - WATER Total:
					405.67
					Vendor 07628 - MENARDS, INC Total:
					1,210.62
Vendor: 07253 - MICHAEL B KEMBEL					
Fund: 621 - ENVIRONMENTAL SERVICES					
building mtnc	BUILDING MAINTENANCE				455.30
					Fund 621 - ENVIRONMENTAL SERVICES Total:
					455.30
					Vendor 07253 - MICHAEL B KEMBEL Total:
					455.30
Vendor: 00705 - MIDLANDS NEWSPAPERS, INC					
Fund: 111 - GENERAL					
Nwspr sbcrp	SUBSCRIPTIONS				139.00
					Fund 111 - GENERAL Total:
					139.00
					Vendor 00705 - MIDLANDS NEWSPAPERS, INC Total:
					139.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 06145 - MIDWEST MOTOR SUPPLY CO INC					
Fund: 212 - TRANSPORTATION					
SUPP FOR CENTRAL GARAGE	DEPARTMENT SUPPLIES				928.86
				Fund 212 - TRANSPORTATION Total:	928.86
				Vendor 06145 - MIDWEST MOTOR SUPPLY CO INC Total:	928.86
Vendor: 08962 - MIKE WARREN					
Fund: 212 - TRANSPORTATION					
SUPP - MICROBICIDE FOR CENT...	DEPARTMENT SUPPLIES				159.50
				Fund 212 - TRANSPORTATION Total:	159.50
				Vendor 08962 - MIKE WARREN Total:	159.50
Vendor: 08967 - MONUMENT PREVENTION COALITION					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				939.94
				Fund 111 - GENERAL Total:	939.94
				Vendor 08967 - MONUMENT PREVENTION COALITION Total:	939.94
Vendor: 08071 - MUNICIPAL PIPE TOOL CO, LLC					
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				524.14
				Fund 631 - WASTEWATER Total:	524.14
				Vendor 08071 - MUNICIPAL PIPE TOOL CO, LLC Total:	524.14
Vendor: 00490 - MUNICIPAL SUPPLY INC. OF NEBRASKA					
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				6,707.96
				Fund 641 - WATER Total:	6,707.96
				Vendor 00490 - MUNICIPAL SUPPLY INC. OF NEBRASKA Total:	6,707.96
Vendor: 08083 - NE COLORADO CELLULAR, INC					
Fund: 631 - WASTEWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				16.18
				Fund 631 - WASTEWATER Total:	16.18
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				16.18
				Fund 641 - WATER Total:	16.18
				Vendor 08083 - NE COLORADO CELLULAR, INC Total:	32.36
Vendor: 00847 - NE DEPT OF ENVIRONMENTAL CONTROL					
Fund: 631 - WASTEWATER					
SRF LOAN PAYMENTS	ADMIN COSTS & FEES				8,098.42
SRF LOAN PAYMENTS	DEBT SERVICE-PRINCIPAL				289,106.21
SRF LOAN PAYMENTS	DEBT SERVICE-INTEREST				33,839.14
				Fund 631 - WASTEWATER Total:	331,043.77
				Vendor 00847 - NE DEPT OF ENVIRONMENTAL CONTROL Total:	331,043.77
Vendor: 00402 - NEBRASKA MACHINERY CO					
Fund: 212 - TRANSPORTATION					
REPAIRS TO HYD. HAMMER	EQUIPMENT MAINTENANCE				172.50
				Fund 212 - TRANSPORTATION Total:	172.50
Fund: 621 - ENVIRONMENTAL SERVICES					
equip mtn	EQUIPMENT MAINTENANCE				70.51
equipment	EQUIPMENT				142,500.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	142,570.51
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				2,383.00
				Fund 631 - WASTEWATER Total:	2,383.00
				Vendor 00402 - NEBRASKA MACHINERY CO Total:	145,126.01

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT					
Fund: 111 - GENERAL					
ELECTRIC	ELECTRICITY				3,413.74
					Fund 111 - GENERAL Total:
					3,413.74
Fund: 631 - WASTEWATER					
ELECTRIC	ELECTRIC POWER				11,582.85
ELECTRIC	ELECTRIC POWER				94.09
					Fund 631 - WASTEWATER Total:
					11,676.94
Fund: 641 - WATER					
ELECTRIC	ELECTRIC POWER				1,627.69
					Fund 641 - WATER Total:
					1,627.69
					Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:
					16,718.37
Vendor: 00722 - NEBRASKA SALT AND GRAIN CO					
Fund: 212 - TRANSPORTATION					
1 LOAD ICE SLICER	STREET REPAIR SUPPLIES				4,227.98
					Fund 212 - TRANSPORTATION Total:
					4,227.98
					Vendor 00722 - NEBRASKA SALT AND GRAIN CO Total:
					4,227.98
Vendor: 04198 - NEBRASKALAND TIRE, INC					
Fund: 111 - GENERAL					
VEH MAINT	VEHICLE MAINTENANCE				14.50
					Fund 111 - GENERAL Total:
					14.50
					Vendor 04198 - NEBRASKALAND TIRE, INC Total:
					14.50
Vendor: 09509 - NEMNICH AUTOMOTIVE					
Fund: 111 - GENERAL					
VEH MAINT	VEHICLE MAINTENANCE				99.98
					Fund 111 - GENERAL Total:
					99.98
					Vendor 09509 - NEMNICH AUTOMOTIVE Total:
					99.98
Vendor: 09120 - NEOPOST USA INC					
Fund: 111 - GENERAL					
RENT-MACH	RENT-MACHINES				767.88
					Fund 111 - GENERAL Total:
					767.88
					Vendor 09120 - NEOPOST USA INC Total:
					767.88
Vendor: 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF					
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				110.50
					Fund 641 - WATER Total:
					110.50
					Vendor 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF Total:
					110.50
Vendor: 08840 - ONE CALL CONCEPTS, INC					
Fund: 212 - TRANSPORTATION					
CONTRACTURAL	CONTRACTUAL SERVICES				29.96
					Fund 212 - TRANSPORTATION Total:
					29.96
Fund: 631 - WASTEWATER					
CONTRACTURAL	CONTRACTUAL SERVICES				29.97
					Fund 631 - WASTEWATER Total:
					29.97
Fund: 641 - WATER					
CONTRACTURAL	CONTRACTUAL SERVICES				29.97
					Fund 641 - WATER Total:
					29.97
					Vendor 08840 - ONE CALL CONCEPTS, INC Total:
					89.90
Vendor: 00187 - PANHANDLE CONCRETE PRODUCTS, INC					
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				135.00
DEPT SUP	DEPARTMENT SUPPLIES				360.00
					Fund 631 - WASTEWATER Total:
					495.00
					Vendor 00187 - PANHANDLE CONCRETE PRODUCTS, INC Total:
					495.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC					
Fund: 641 - WATER					
SAMPLES	SAMPLES				72.00
SAMPLES	SAMPLES				72.00
SAMPLES	SAMPLES				90.00
Fund 641 - WATER Total:					234.00
Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:					234.00
Vendor: 00017 - PANHANDLE HUMANE SOCIETY					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				5,023.88
Fund 111 - GENERAL Total:					5,023.88
Vendor 00017 - PANHANDLE HUMANE SOCIETY Total:					5,023.88
Vendor: 00029 - PELCO CORP					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				50.00
Fund 111 - GENERAL Total:					50.00
Vendor 00029 - PELCO CORP Total:					50.00
Vendor: 00272 - POSTMASTER					
Fund: 111 - GENERAL					
POSTAGE	POSTAGE				225.00
Fund 111 - GENERAL Total:					225.00
Vendor 00272 - POSTMASTER Total:					225.00
Vendor: 00796 - POWERPLAN					
Fund: 621 - ENVIRONMENTAL SERVICES					
equip mtnc	EQUIPMENT MAINTENANCE				2,454.98
equip mtnc	EQUIPMENT MAINTENANCE				58.68
Fund 621 - ENVIRONMENTAL SERVICES Total:					2,513.66
Vendor 00796 - POWERPLAN Total:					2,513.66
Vendor: 00471 - PRO OVERHEAD DOOR					
Fund: 631 - WASTEWATER					
BUILDING MAINT	BUILDING MAINTENANCE				523.00
Fund 631 - WASTEWATER Total:					523.00
Vendor 00471 - PRO OVERHEAD DOOR Total:					523.00
Vendor: 00075 - PROTEX CENTRAL, INC.					
Fund: 111 - GENERAL					
BLDG MAINT	BUILDING MAINTENANCE				69.83
BLDG MAINT	BUILDING MAINTENANCE				69.82
Fund 111 - GENERAL Total:					139.65
Vendor 00075 - PROTEX CENTRAL, INC. Total:					139.65
Vendor: 00266 - QUILL CORPORATION					
Fund: 111 - GENERAL					
DEPT SUPPL/INVEST SUPPL	DEPARTMENT SUPPLIES				111.95
DEPT SUPPL/INVEST SUPPL	INVESTIGATION SUPPLIES				171.71
INVEST SUPPL	INVESTIGATION SUPPLIES				11.99
DEPT SUPPL/INVEST SUPPL	DEPARTMENT SUPPLIES				10.49
DEPT SUPPL/INVEST SUPPL	INVESTIGATION SUPPLIES				149.88
dept supp	DEPARTMENT SUPPLIES				155.94
DEPT SUPPL	DEPARTMENT SUPPLIES				54.27
INVEST SUPPL	INVESTIGATION SUPPLIES				123.08
DEPT SUPPL	DEPARTMENT SUPPLIES				83.72
Fund 111 - GENERAL Total:					873.03
Vendor 00266 - QUILL CORPORATION Total:					873.03

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 09583 - RECORDED BOOKS INC					
Fund: 111 - GENERAL					
Cont. srvc	CONTRACTUAL SERVICES				599.10
					Fund 111 - GENERAL Total:
					599.10
					Vendor 09583 - RECORDED BOOKS INC Total:
					599.10
Vendor: 04576 - REGANIS AUTO CENTER, INC					
Fund: 111 - GENERAL					
VEH MAINT	VEHICLE MAINTENANCE				321.10
VEH MAINT	VEHICLE MAINTENANCE				140.00
					Fund 111 - GENERAL Total:
					461.10
					Vendor 04576 - REGANIS AUTO CENTER, INC Total:
					461.10
Vendor: 00703 - REGION I OFFICE OF HUMAN DEVELOPMENT					
Fund: 621 - ENVIRONMENTAL SERVICES					
contractual services	CONTRACTUAL SERVICES				825.00
					Fund 621 - ENVIRONMENTAL SERVICES Total:
					825.00
					Vendor 00703 - REGION I OFFICE OF HUMAN DEVELOPMENT Total:
					825.00
Vendor: 04089 - REGIONAL CARE INC					
Fund: 812 - HEALTH INSURANCE					
HEALTH INS. PREMIUM	PREMIUM EXPENSE				39,635.55
					Fund 812 - HEALTH INSURANCE Total:
					39,635.55
					Vendor 04089 - REGIONAL CARE INC Total:
					39,635.55
Vendor: 07641 - REGIONAL WEST PHYSICIANS CLINIC					
Fund: 111 - GENERAL					
CONSULTING	CONSULTING SERVICES				116.00
CONSULTING	CONSULTING SERVICES				98.00
					Fund 111 - GENERAL Total:
					214.00
					Vendor 07641 - REGIONAL WEST PHYSICIANS CLINIC Total:
					214.00
Vendor: 00798 - REGISTER OF DEEDS					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				10.00
DEP SUP	DEPARTMENT SUPPLIES				10.00
					Fund 111 - GENERAL Total:
					20.00
					Vendor 00798 - REGISTER OF DEEDS Total:
					20.00
Vendor: 08576 - REVIZE LLC					
Fund: 111 - GENERAL					
CONTRACT SERVICES	CONTRACTUAL SERVICES				2,568.00
					Fund 111 - GENERAL Total:
					2,568.00
					Vendor 08576 - REVIZE LLC Total:
					2,568.00
Vendor: 04257 - RIGHT BRAIN UNLIMITED					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				692.05
					Fund 111 - GENERAL Total:
					692.05
					Vendor 04257 - RIGHT BRAIN UNLIMITED Total:
					692.05
Vendor: 09564 - ROCKSTEP SCOTTSBLUFF LLC					
Fund: 215 - SPECIAL PROJECTS					
MONUMENT MALL	CONTRACTUAL SERVICES				15,929.04
					Fund 215 - SPECIAL PROJECTS Total:
					15,929.04
					Vendor 09564 - ROCKSTEP SCOTTSBLUFF LLC Total:
					15,929.04
Vendor: 00366 - ROOSEVELT PUBLIC POWER DISTRICT					
Fund: 641 - WATER					
PUMPING POWER	ELECTRIC POWER				1,791.44
					Fund 641 - WATER Total:
					1,791.44
					Vendor 00366 - ROOSEVELT PUBLIC POWER DISTRICT Total:
					1,791.44

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00257 - SANDBERG IMPLEMENT, INC					
Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				4.32
EQUIP MAINT	EQUIPMENT MAINTENANCE				61.71
EQUIP MAINT	EQUIPMENT MAINTENANCE				257.24
EQUIP MAINT	EQUIPMENT MAINTENANCE				1.30
EQUIP MAINT	EQUIPMENT MAINTENANCE				24.25
Fund 111 - GENERAL Total:					348.82
Vendor 00257 - SANDBERG IMPLEMENT, INC Total:					348.82
Vendor: 00111 - SCOTTSBLUFF BODY & PAINT					
Fund: 111 - GENERAL					
TOW SERVICE	CONTRACTUAL SERVICES				70.00
TOW SERVICE	CONTRACTUAL SERVICES				75.00
TOW SERVICE	CONTRACTUAL SERVICES				85.00
TOW SERVICE	CONTRACTUAL SERVICES				80.00
TOW SERVICE	CONTRACTUAL SERVICES				75.00
TOW SERVICE	CONTRACTUAL SERVICES				70.00
TOW SERVICE	CONTRACTUAL SERVICES				70.00
TOW SERVICE	CONTRACTUAL SERVICES				70.00
Fund 111 - GENERAL Total:					595.00
Vendor 00111 - SCOTTSBLUFF BODY & PAINT Total:					595.00
Vendor: 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				289.00
Fund 111 - GENERAL Total:					289.00
Fund: 641 - WATER					
UNIFORM & CLOTHING	UNIFORMS & CLOTHING				308.16
Fund 641 - WATER Total:					308.16
Vendor 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC Total:					597.16
Vendor: 00108 - SCOTTSBLUFF WINNELSON COMPANY					
Fund: 641 - WATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				53.04
Fund 641 - WATER Total:					53.04
Vendor 00108 - SCOTTSBLUFF WINNELSON COMPANY Total:					53.04
Vendor: 00684 - SHERIFF'S OFFICE					
Fund: 111 - GENERAL					
legal fees	LEGAL FEES				272.68
Fund 111 - GENERAL Total:					272.68
Vendor 00684 - SHERIFF'S OFFICE Total:					272.68
Vendor: 01031 - SIMON CONTRACTORS					
Fund: 212 - TRANSPORTATION					
CONCRETE	STREET MAINTENANCE				1,725.00
CONCRETE	STREET MAINTENANCE				1,667.50
ROAD GRAVEL	STREET REPAIR SUPPLIES				50.16
CONCRETE	STREET MAINTENANCE				150.00
ROAD GRAVEL	STREET REPAIR SUPPLIES				364.28
CONCRETE	STREET MAINTENANCE				2,760.00
CONCRETE	STREET MAINTENANCE				1,495.00
CONCRETE	STREET MAINTENANCE				690.00
CONCRETE	STREET MAINTENANCE				718.75
Fund 212 - TRANSPORTATION Total:					9,620.69
Vendor 01031 - SIMON CONTRACTORS Total:					9,620.69
Vendor: 00269 - SOURCE GAS					
Fund: 111 - GENERAL					
Monthly Energy Fuel	HEATING FUEL				154.12
Monthly Energy Fuel	HEATING FUEL				87.77

Expense Approval Report

Post Dates: 11/17/2015 - 12/7/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Monthly Energy Fuel	HEATING FUEL				87.76
Monthly Energy Fuel	HEATING FUEL				31.15
Monthly Energy Fuel	HEATING FUEL				163.21
Monthly Energy Fuel	HEATING FUEL				94.42
Monthly Energy Fuel	HEATING FUEL				82.65
Fund 111 - GENERAL Total:					701.08
Fund: 212 - TRANSPORTATION					
Monthly Energy Fuel	HEATING FUEL				966.57
Fund 212 - TRANSPORTATION Total:					966.57
Fund: 621 - ENVIRONMENTAL SERVICES					
Monthly Energy Fuel	HEATING FUEL				161.91
Fund 621 - ENVIRONMENTAL SERVICES Total:					161.91
Fund: 641 - WATER					
Monthly Energy Fuel	HEATING FUEL				148.53
Fund 641 - WATER Total:					148.53
Vendor 00269 - SOURCE GAS Total:					1,978.09
Vendor: 00054 - STATE HEALTH LAB					
Fund: 641 - WATER					
SAMPLES	SAMPLES				48.00
Fund 641 - WATER Total:					48.00
Vendor 00054 - STATE HEALTH LAB Total:					48.00
Vendor: 01235 - STATE OF NE.					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				105.00
Fund 111 - GENERAL Total:					105.00
Vendor 01235 - STATE OF NE. Total:					105.00
Vendor: 00404 - STATE OF NEBR					
Fund: 111 - GENERAL					
Monthly Long Distance	TELEPHONE				11.96
Monthly Long Distance	TELEPHONE				5.05
Monthly Long Distance	TELEPHONE				5.26
Monthly Long Distance	TELEPHONE				3.39
Monthly Long Distance	TELEPHONE				0.94
Monthly Long Distance	TELEPHONE				9.45
Monthly Long Distance	TELEPHONE				6.74
Monthly Long Distance	TELEPHONE				54.74
Monthly Long Distance	TELEPHONE				15.17
Monthly Long Distance	TELEPHONE				2.39
Monthly Long Distance	TELEPHONE				2.35
LONG DISTANCE	TELEPHONE				10.80
Fund 111 - GENERAL Total:					128.24
Fund: 212 - TRANSPORTATION					
Monthly Long Distance	TELEPHONE				8.12
Fund 212 - TRANSPORTATION Total:					8.12
Fund: 213 - CEMETERY					
Monthly Long Distance	TELEPHONE				6.53
Fund 213 - CEMETERY Total:					6.53
Fund: 621 - ENVIRONMENTAL SERVICES					
Monthly Long Distance	TELEPHONE				4.43
Fund 621 - ENVIRONMENTAL SERVICES Total:					4.43
Fund: 631 - WASTEWATER					
Monthly Long Distance	TELEPHONE				3.87
Fund 631 - WASTEWATER Total:					3.87

Expense Approval Report

Post Dates: 11/17/2015 - 12/7/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 641 - WATER					
Monthly Long Distance	TELEPHONE				3.53
				Fund 641 - WATER Total:	3.53
Fund: 661 - STORMWATER					
Monthly Long Distance	TELEPHONE				1.97
				Fund 661 - STORMWATER Total:	1.97
Fund: 721 - GIS SERVICES					
Monthly Long Distance	TELEPHONE				2.09
				Fund 721 - GIS SERVICES Total:	2.09
				Vendor 00404 - STATE OF NEBR Total:	158.78
Vendor: 00944 - STATE OF NEBRASKA DEPT OF HEALTH					
Fund: 631 - WASTEWATER					
LICENSES/PERMITS	LICENSE/PERMITS				460.00
				Fund 631 - WASTEWATER Total:	460.00
Fund: 641 - WATER					
LICENSES/PERMITS	LICENSE/PERMITS				1,495.00
				Fund 641 - WATER Total:	1,495.00
				Vendor 00944 - STATE OF NEBRASKA DEPT OF HEALTH Total:	1,955.00
Vendor: 09346 - SUHOR INDUSTRIES, INC.					
Fund: 213 - CEMETERY					
DEPT SUPP	DEPARTMENT SUPPLIES				110.00
				Fund 213 - CEMETERY Total:	110.00
				Vendor 09346 - SUHOR INDUSTRIES, INC. Total:	110.00
Vendor: 01967 - SWANK MOTION PICTURES INC					
Fund: 111 - GENERAL					
SPECIAL EVENT	SPECIAL EVENTS				201.00
				Fund 111 - GENERAL Total:	201.00
				Vendor 01967 - SWANK MOTION PICTURES INC Total:	201.00
Vendor: 05431 - THE WESTERN SUGAR COOPERATIVE					
Fund: 111 - GENERAL					
VEHICLE MAINT	VEHICLE MAINTENANCE				178.03
				Fund 111 - GENERAL Total:	178.03
				Vendor 05431 - THE WESTERN SUGAR COOPERATIVE Total:	178.03
Vendor: 07814 - TOTAL FUNDS BY HASLER					
Fund: 111 - GENERAL					
Pstg	POSTAGE				500.00
				Fund 111 - GENERAL Total:	500.00
				Vendor 07814 - TOTAL FUNDS BY HASLER Total:	500.00
Vendor: 08002 - TOYOTA MOTOR CREDIT CORPORATION					
Fund: 111 - GENERAL					
HIDTA CAR LEASE	RENT-MACHINES				383.99
				Fund 111 - GENERAL Total:	383.99
				Vendor 08002 - TOYOTA MOTOR CREDIT CORPORATION Total:	383.99
Vendor: 08821 - TYLER TECHNOLOGIES, INC					
Fund: 111 - GENERAL					
FEE - UB ONLINE MAINTENANCE	CONTRACTUAL SERVICES				87.00
				Fund 111 - GENERAL Total:	87.00
Fund: 621 - ENVIRONMENTAL SERVICES					
FEE - UB ONLINE MAINTENANCE	CONTRACTUAL SERVICES				87.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	87.00
Fund: 631 - WASTEWATER					
FEE - UB ONLINE MAINTENANCE	CONTRACTUAL SERVICES				87.00
				Fund 631 - WASTEWATER Total:	87.00

Expense Approval Report

Post Dates: 11/17/2015 - 12/7/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 641 - WATER					
FEE - UB ONLINE MAINTENANCE	CONTRACTUAL SERVICES				87.00
				Fund 641 - WATER Total:	87.00
				Vendor 08821 - TYLER TECHNOLOGIES, INC Total:	348.00
Vendor: 08887 - UPSTART ENTERPRISES, LLC					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				386.67
				Fund 111 - GENERAL Total:	386.67
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				28.73
				Fund 641 - WATER Total:	28.73
				Vendor 08887 - UPSTART ENTERPRISES, LLC Total:	415.40
Vendor: 01217 - US BANK					
Fund: 212 - TRANSPORTATION					
2012 HWY ALLOC.PLEDGE BOND..DEBT SERVICE-PRINCIPAL					235,000.00
2012 HWY ALLOC.PLEDGE BOND..DEBT SERVICE-INTEREST					2,732.50
				Fund 212 - TRANSPORTATION Total:	237,732.50
				Vendor 01217 - US BANK Total:	237,732.50
Vendor: 08828 - US BANK					
Fund: 111 - GENERAL					
GASOLINE	GASOLINE				32.98
GASOLINE	GASOLINE				25.58
Helmet shields	DEPARTMENT SUPPLIES				146.47
annual dues to state fire associa...	VOLUNTEER FIREMAN				400.00
CONFERENCE	SCHOOL & CONFERENCE				220.00
SCHOOL & CONF	SCHOOL & CONFERENCE				10.35
				Fund 111 - GENERAL Total:	835.38
				Vendor 08828 - US BANK Total:	835.38
Vendor: 01544 - VAN PELT FENCING CO, INC					
Fund: 111 - GENERAL					
CONTINGENCY	CONTINGENCY				1,755.00
				Fund 111 - GENERAL Total:	1,755.00
				Vendor 01544 - VAN PELT FENCING CO, INC Total:	1,755.00
Vendor: 00213 - WESTERN COOPERATIVE COMPANY					
Fund: 111 - GENERAL					
fuel filter	VEHICLE MAINTENANCE				14.22
				Fund 111 - GENERAL Total:	14.22
Fund: 621 - ENVIRONMENTAL SERVICES					
vehicle mtnc	VEHICLE MAINTENANCE				654.50
				Fund 621 - ENVIRONMENTAL SERVICES Total:	654.50
				Vendor 00213 - WESTERN COOPERATIVE COMPANY Total:	668.72
Vendor: 01168 - WESTERN LIBRARY SYSTEM					
Fund: 111 - GENERAL					
Equip main	EQUIPMENT MAINTENANCE				21.00
				Fund 111 - GENERAL Total:	21.00
				Vendor 01168 - WESTERN LIBRARY SYSTEM Total:	21.00
Vendor: 00344 - WESTERN PATHOLOGY CONSULTANTS, INC					
Fund: 111 - GENERAL					
CONTRACT SERVICES	CONTRACTUAL SERVICES				75.00
				Fund 111 - GENERAL Total:	75.00
				Vendor 00344 - WESTERN PATHOLOGY CONSULTANTS, INC Total:	75.00

Expense Approval Report

Post Dates: 11/17/2015 - 12/7/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 03683 - WIN INVESTMENTS INC					
Fund: 631 - WASTEWATER					
SCHOOLS & CONF	SCHOOL & CONFERENCE				199.90
				Fund 631 - WASTEWATER Total:	199.90
				Vendor 03683 - WIN INVESTMENTS INC Total:	199.90
Vendor: 07239 - WYOMING FIRST AID & SAFETY SUPPLY, LLC					
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				14.38
				Fund 631 - WASTEWATER Total:	14.38
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				14.38
				Fund 641 - WATER Total:	14.38
				Vendor 07239 - WYOMING FIRST AID & SAFETY SUPPLY, LLC Total:	28.76
Vendor: 02057 - YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE					
Fund: 111 - GENERAL					
October Volunteer fitness Prog..	VOLUNTEER FIREMAN				99.00
November volnteer fitness prog...	VOLUNTEER FIREMAN				99.00
volunter december fitness prog...	VOLUNTEER FIREMAN				99.00
				Fund 111 - GENERAL Total:	297.00
				Vendor 02057 - YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE Total:	297.00
				Grand Total:	1,065,536.92

Report Summary

Fund Summary

Fund	Expense Amount
111 - GENERAL	86,032.15
211 - REGIONAL LIBRARY	293.29
212 - TRANSPORTATION	282,744.76
213 - CEMETERY	4,591.29
215 - SPECIAL PROJECTS	15,929.04
216 - BUSINESS IMPROVEMENT	588.75
223 - KENO	30,194.95
621 - ENVIRONMENTAL SERVICES	158,839.99
631 - WASTEWATER	372,378.61
641 - WATER	74,235.62
661 - STORMWATER	36.69
721 - GIS SERVICES	36.23
812 - HEALTH INSURANCE	39,635.55
Grand Total:	1,065,536.92

Account Summary

Account Number	Account Name	Expense Amount
111-52111-111	DEPARTMENT SUPPLIES	360.45
111-52111-114	DEPARTMENT SUPPLIES	324.72
111-52111-116	DEPARTMENT SUPPLIES	20,334.97
111-52111-121	DEPARTMENT SUPPLIES	164.54
111-52111-141	DEPARTMENT SUPPLIES	1,291.11
111-52111-142	DEPARTMENT SUPPLIES	331.11
111-52111-151	DEPARTMENT SUPPLIES	296.66
111-52111-171	DEPARTMENT SUPPLIES	942.41
111-52111-172	DEPARTMENT SUPPLIES	628.82
111-52121-151	JANITORIAL SUPPLIES	554.56
111-52121-171	JANITORIAL SUPPLIES	29.58
111-52134-172	SPECIAL EVENTS	1,070.03
111-52162-142	FIREARMS SUPPLIES	86.96
111-52163-142	INVESTIGATION SUPPLIES	456.66
111-52164-141	VOLUNTEER FIREMAN	697.00
111-52181-142	UNIFORMS & CLOTHING	1,047.02
111-52181-171	UNIFORMS & CLOTHING	89.99
111-52221-151	AUDIOVISUAL SUPPLIES	49.45
111-52222-151	BOOKS	1,131.20
111-52225-151	SUBSCRIPTIONS	139.00
111-52311-121	MEMBERSHIPS	135.00
111-52411-111	POSTAGE	225.00
111-52411-151	POSTAGE	500.00
111-52511-142	GASOLINE	58.56
111-53111-112	CONTRACTUAL SERVICES	975.00
111-53111-114	CONTRACTUAL SERVICES	3,856.00
111-53111-116	CONTRACTUAL SERVICES	2,655.00
111-53111-121	CONTRACTUAL SERVICES	6,880.00
111-53111-142	CONTRACTUAL SERVICES	6,663.82
111-53111-151	CONTRACTUAL SERVICES	599.10
111-53111-171	CONTRACTUAL SERVICES	16.00
111-53121-142	CONSULTING SERVICES	214.00
111-53211-114	LEGAL FEES	272.68
111-53421-111	BUILDING MAINTENANCE	191.47
111-53421-141	BUILDING MAINTENANCE	160.53
111-53421-142	BUILDING MAINTENANCE	310.15
111-53421-171	BUILDING MAINTENANCE	46.30
111-53431-151	ELECTRICAL MAINTENAN...	743.68
111-53441-111	EQUIPMENT MAINTENAN...	95.33
111-53441-116	EQUIPMENT MAINTENAN...	3,506.25

Account Summary

Account Number	Account Name	Expense Amount
111-53441-141	EQUIPMENT MAINTENAN...	266.25
111-53441-151	EQUIPMENT MAINTENAN...	21.00
111-53441-171	EQUIPMENT MAINTENAN...	1,137.27
111-53451-141	VEHICLE MAINTENANCE	14.22
111-53451-142	VEHICLE MAINTENANCE	1,013.62
111-53451-171	VEHICLE MAINTENANCE	212.94
111-53471-171	GROUNDS MAINTENANCE	28.97
111-53511-171	ELECTRICITY	3,413.74
111-53521-111	HEATING FUEL	154.12
111-53521-141	HEATING FUEL	87.77
111-53521-142	HEATING FUEL	118.91
111-53521-151	HEATING FUEL	163.21
111-53521-171	HEATING FUEL	94.42
111-53521-172	HEATING FUEL	82.65
111-53561-111	TELEPHONE	263.54
111-53561-112	TELEPHONE	74.49
111-53561-114	TELEPHONE	73.20
111-53561-115	TELEPHONE	40.53
111-53561-116	TELEPHONE	228.88
111-53561-121	TELEPHONE	255.49
111-53561-141	TELEPHONE	368.35
111-53561-142	TELEPHONE	2,178.77
111-53561-143	TELEPHONE	10.80
111-53561-151	TELEPHONE	567.31
111-53561-171	TELEPHONE	183.68
111-53561-172	TELEPHONE	48.68
111-53571-141	CELLULAR PHONE	214.88
111-53631-142	RENT-MACHINES	1,151.87
111-53711-111	SCHOOL & CONFERENCE	220.00
111-53711-141	SCHOOL & CONFERENCE	330.48
111-53711-142	SCHOOL & CONFERENCE	1,627.65
111-53711-171	SCHOOL & CONFERENCE	10.35
111-58111-171	CONTINGENCY	13,244.00
211-52222-151	BOOKS	293.29
212-52111-212	DEPARTMENT SUPPLIES	4,766.26
212-52171-212	STREET REPAIR SUPPLIES	28,301.83
212-52311-212	MEMBERSHIPS	85.00
212-52531-212	OIL & ANTIFREEZE	16.00
212-53111-212	CONTRACTUAL SERVICES	29.96
212-53441-212	EQUIPMENT MAINTENAN...	598.18
212-53491-212	STREET MAINTENANCE	9,206.25
212-53521-212	HEATING FUEL	966.57
212-53561-212	TELEPHONE	447.21
212-54322-212	STREET PROJECTS	595.00
212-57110-212	DEBT SERVICE-PRINCIPAL	235,000.00
212-57115-212	DEBT SERVICE-INTEREST	2,732.50
213-52111-213	DEPARTMENT SUPPLIES	215.42
213-52999-213	MISCELLANEOUS	275.00
213-53111-213	CONTRACTUAL SERVICES	9.90
213-53561-213	TELEPHONE	75.97
213-54111-213	SMALL CAPITAL	4,015.00
215-53111-111	CONTRACTUAL SERVICES	15,929.04
216-53111-121	CONTRACTUAL SERVICES	588.75
223-53111-113	CONTRACTUAL SERVICES	219.95
223-54411-113	EQUIPMENT	29,975.00
621-52111-621	DEPARTMENT SUPPLIES	484.30
621-52181-621	UNIFORMS & CLOTHING	11.00
621-53111-621	CONTRACTUAL SERVICES	969.50

Account Summary

Account Number	Account Name	Expense Amount
621-53193-621	DISPOSAL FEES	900.00
621-53421-621	BUILDING MAINTENANCE	455.30
621-53441-621	EQUIPMENT MAINTENAN...	6,745.57
621-53451-621	VEHICLE MAINTENANCE	6,413.10
621-53521-621	HEATING FUEL	161.91
621-53561-621	TELEPHONE	199.31
621-54411-621	EQUIPMENT	142,500.00
631-52111-631	DEPARTMENT SUPPLIES	659.38
631-52411-631	POSTAGE	172.98
631-52611-631	CHEMICALS	5,272.10
631-53111-631	CONTRACTUAL SERVICES	133.15
631-53195-631	ADMIN COSTS & FEES	8,098.42
631-53421-631	BUILDING MAINTENANCE	523.00
631-53441-631	EQUIPMENT MAINTENAN...	8,674.17
631-53451-631	VEHICLE MAINTENANCE	48.47
631-53531-631	ELECTRIC POWER	11,676.94
631-53561-631	TELEPHONE	139.75
631-53711-631	SCHOOL & CONFERENCE	199.90
631-54411-631	EQUIPMENT	13,375.00
631-57110-631	DEBT SERVICE-PRINCIPAL	289,106.21
631-57115-631	DEBT SERVICE-INTEREST	33,839.14
631-59211-631	LICENSE/PERMITS	460.00
641-52111-641	DEPARTMENT SUPPLIES	7,842.14
641-52116-641	METERS	45,845.72
641-52117-641	SAMPLES	535.00
641-52181-641	UNIFORMS & CLOTHING	308.16
641-52411-641	POSTAGE	78.50
641-52611-641	CHEMICALS	832.15
641-53111-641	CONTRACTUAL SERVICES	161.79
641-53441-641	EQUIPMENT MAINTENAN...	53.04
641-53451-641	VEHICLE MAINTENANCE	35.27
641-53521-641	HEATING FUEL	148.53
641-53531-641	ELECTRIC POWER	3,419.13
641-53561-641	TELEPHONE	106.19
641-54411-641	EQUIPMENT	13,375.00
641-59211-641	LICENSE/PERMITS	1,495.00
661-53561-661	TELEPHONE	36.69
721-53561-721	TELEPHONE	36.23
812-53861-112	PREMIUM EXPENSE	39,635.55
	Grand Total:	1,065,536.92

Project Account Summary

Project Account Key	Expense Amount	
None	1,018,223.56	
1114253521	82.65	
2123153111	219.95	
2126554411	29,975.00	
40001-53111	15,929.04	
6002053561	36.69	
70010-52134	1,070.03	
	Grand Total:	1,065,536.92

UTILITY REFUNDS

Account #	Status	Contact	Service Address	Refund Amount
065-5174-01	Inactive	LEISURE LIVING HOMEOWNERS ASSO	#23 BRENTWOOD CT SCOTTSBLUFF NE 69361	13.91
025-4825-01	Inactive	JANET MILLER	2402 W 15TH ST SCOTTSBLUFF NE 69361	80.53
065-4556-01	Inactive	LEISURE LIVING HOMEOWNERS ASSO	20 BRENTWOOD SPRINKLER CT SCOTTSBLUFF NE 69361	13.21
065-3050-01	Inactive	LEISURE LIVING HOME OWNERS ASSO	#4 BRENTWOOD COURT-SPRINKLER SCOTTSBLUFF NE 69	16.35
010-2314-01	Inactive	COMMUNITY ACTION PART OF W. NEB	513 W 24TH ST SCOTTSBLUFF NE 69361	287.29
030-3478-06	Inactive	JESSE J NEWBERRY	708 BLUFF ST SCOTTSBLUFF NE 69361	28.84
030-3205-06	Inactive	BRITTANY LUND	326 W 16TH ST SCOTTSBLUFF NE 69361	24.2
060-0680-07	Inactive	ANNA KOENIG	915 E 9TH ST SCOTTSBLUFF NE 69361	8.69
040-4843-08	Inactive	CASSIDY M MYRE	2602 BROADWAY SCOTTSBLUFF NE 69361	3.28
005-2467-08	Inactive	JOYLYN L WEISS	1717 AVE B SCOTTSBLUFF NE 69361	0.29
015-7207-00	Inactive	FILLBRO LLC	3719 FIVE OAKS DR SCOTTSBLUFF NE 69361	4.72
065-3696-01	Inactive	LEISURE LIVING HOMEOWNERS ASSO	9 BRENTWOOD SPRINKLER CT SCOTTSBLUFF NE 69361	11.47
005-2392-01	Inactive	KEN W COULTER	501 W 19TH ST B SCOTTSBLUFF NE 69361	1.57
015-2056-01	Inactive	STEVEN COMBS	210 W 38TH ST-SPRINKLER SCOTTSBLUFF NE 69361	12.32
040-3135-02	Inactive	TJADEN INVESTMENTS LLC	1108 AVE L SCOTTSBLUFF NE 69361	1.25
040-6625-01	Inactive	TRAILS WEST PAVILLION	1908 S BELTLINE HWY W SCOTTSBLUFF NE 69361	18.18
055-3198-03	Inactive	SCOTT HAMMOCK	1218 7TH AVE SCOTTSBLUFF NE 69361	28.26
Total				
17				\$554.36

City of Scottsbluff, Nebraska

Monday, December 7, 2015

Regular Meeting

Item Claims2

Council to approve the request for payment of claim by warrant for Paving District #312, Reganis 12th Ave., and approve the Resolution.

Staff Contact: Liz Hilyard, Finance Director

Agenda Statement

Item No.

For meeting of: **December 7, 2015**

AGENDA TITLE: Request for payment of claim by warrant for Paving District #312, Reganis 12th Ave

SUBMITTED BY DEPARTMENT/ORGANIZATION: Finance

PRESENTATION BY: Rick Kuckkahn

SUMMARY EXPLANATION: This is a request for reimbursement of expenses related to engineering services by M.C. Schaff and Associates, Inc. in the amount of \$18,151.50 and Infinity Construction in the amount of \$152,112.44 for PD #312.

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) invoice _____

NOTIFICATION LIST: Yes No Further Instructions

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

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

November 24, 2015
Project No: RM140169-00
Invoice No: 0000015417

City of Scottsbluff
2525 Circle Dr.
Scottsbluff, NE
69361

Project RM140169-00 Reganis 12th Avenue Paving District

Professional Services through November 20, 2015

Phase 002 Paving District 312

Design \$73,820.50
Inspection 61,381.00
Material Testing 1,773.00
\$136,974.50

Less Previous - 118,823.00

Fee 18,151.50

Total this Invoice \$18,151.50

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

Contractor's Application for Payment No. 5

To (Owner):	City of Scottsbluff	From (Contractor):	Infinity Construction	Application Date:	11/23/2015
Project:		Contract:		Via (Engineer):	M.C. Schaff and Associates
Paving District 312					
Owner's Contract No.:		Contractor's Project No.:		Engineer's Project No.:	RM140169

Application For Payment Change Order Summary

Approved Change Orders	Additions	Deductions	
Number			
TOTALS			
NET CHANGE BY			
CHANGE ORDERS			\$ 86,410.06


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: 11-23-15

1. ORIGINAL CONTRACT PRICE..... \$ 788,406.00
2. Net change by Change Orders..... \$ 788,406.00
3. Current Contract Price (Line 1 + 2)..... \$ 788,406.00
4. TOTAL COMPLETED AND STORED TO DATE
(Column F on Progress Estimate)..... \$ 738,943.10
5. RETAINAGE:
a. 5% X Work Completed..... \$ 36,947.16
b. 5% X Stored Material..... \$ 36,947.16
c. Total Retainage (Line 5a + Line 5b)..... \$ 701,995.95
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$ 549,883.51
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 152,112.44
8. AMOUNT DUE THIS APPLICATION..... \$ 386,410.06
9. BALANCE TO FINISH, PLUS RETAINAGE
(Column G on Progress Estimate + Line 5 above)..... \$ 386,410.06

Payment of: \$ 152,112.44
(Line 8 or other - attach explanation of the other amount)

is recommended by:  (Engineer) 11-23-15 (Date)

Payment of: \$ 152,112.44
(Line 8 or other - attach explanation of the other amount)

is approved by:  (Owner) 11-24-15 (Date)

Approved by: _____ (Date)

Endorsed by the Construction Specifications Institute.

Funding Agency (if applicable) _____ (Date)

Progress Estimate

Contractor's Application

For (contract):		Paving District 312		Application Number		5							
Application Period:		Work thru Nov 20, 2015		Application Date:		11/23/2015							
A		B		C		D		E		F		G	
Bid Item No.	Item Description	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)		
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	1	\$ 1,000.00		\$ 1,000.00	100.0%	\$ -		
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	3575	\$ 3,575.00		\$ 3,575.00	102.1%	\$ (75.00)		
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	1582	\$ 6,328.00		\$ 6,328.00	79.1%	\$ 1,672.00		
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	9346	\$ 338,792.50		\$ 338,792.50	98.4%	\$ 5,582.50		
29	30-Inch P.C. Concrete Curb & Gutter (Catch)	4500	LF	\$ 15.40	\$ 69,300.00	3985	\$ 61,369.00		\$ 61,369.00	88.6%	\$ 7,931.00		
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	21780	\$ 81,675.00		\$ 81,675.00	94.7%	\$ 4,575.00		
Subtotal (Page 2)					\$ 685,312.00		\$ 662,921.10		\$ 662,921.10		\$ 22,390.90		

Progress Estimate

Contractor's Application

For (contract):		Paving District 312		Application Number:		5							
Application Period:		Work thru Nov 20, 2015		Application Date:		11/23/2015							
A		B		C		D		E		F		G	
Bid Item No.	Item Description	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)		
33	Handicap Ramp	27	EA	\$ 600.00	\$ 16,200.00	27	\$ 16,200.00		\$ 16,200.00	100.0%	\$ -		
34	15-Foot Intersection Radius	1	EA	\$ 1,320.00	\$ 1,320.00	1	\$ 1,320.00		\$ 1,320.00	100.0%	\$ -		
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	2	\$ 4,800.00		\$ 4,800.00	100.0%	\$ -		
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	4344	\$ 34,752.00		\$ 34,752.00	94.4%	\$ 2,048.00		
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 N	2900	LF	\$ 4.20	\$ 12,180.00		\$ -		\$ -		\$ 12,180.00		
43	6-Inch White Wet Reflective Preformed Pavement Mf	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		\$ 76,022.00		\$ 738,943.10		\$ 76,022.00		\$ 27,072.00
Totals					\$ 738,406.00		\$ 738,943.10		\$ 738,943.10	93.7%	\$ 49,462.90		

Stored Material Summary

Contractor's Application

For (contract): Paving District 312 Application Number: 5

Application Period: Work thru Nov 20, 2015 Application Date: 11/23/2015

A Invoice No.	B Shop Drawing Transmittal No.	C Materials Description	D Stored Previously		E Stored this Month		Subtotal (D+E)	F Incorporated in Work		G Materials Remaining in Storage (\$) (D + E - F)
			Date (Month/Year)	Amount (\$)	Amount (\$)	Month		Date (Month/Year)	Amount (\$)	
Totals										

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 \$18,151.50, 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 \$152,112.44, 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 7th day of December, 2015.

Mayor

ATTEST:

City Clerk

“seal”

City of Scottsbluff, Nebraska
Monday, December 7, 2015
Regular Meeting

Item Bids1

Council to consider approval of the Western Nebraska Economic Development recommendation of Hanna Keelan for the regional housing study and authorize funding of the study.

Staff Contact: Nathan Johnson, Assistant City Manager

Agenda Statement

Item No.

For Meeting of: December 7, 2015

AGENDA TITLE: Council to consider approval of the Western Nebraska Economic Development recommendation of Hanna Keelan for the regional housing study and to authorize funding of the study.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Administration

PRESENTATION BY: Assistant City Manager, Nathan Johnson

SUMMARY EXPLANATION:

The Western Nebraska Economic Development (WNED) Group solicited and received three (3) proposals for the regional housing study encompassing the communities and counties in Scotts Bluff, Kimball and Morrill.

Proposals Received:

RKG - \$35,000

Western Economic Services, LLC - \$22,905

Hanna Keelan - \$58,000* (applied for a NIFA grant to cover 49% of the cost) – if awarded grant new total is \$29,850

A WNED subcommittee met via conference call and reviewed the three (3) proposals. The subcommittee determined that Hanna Keelan's proposal was the most adequate due to the inclusion of the implementation piece once the study is complete; along with the previous work completed in Western Nebraska including WNED partner communities and prospective partner communities.

The WNED Group discussed the proposals and funding at their 11/19/15 regularly scheduled meeting determining that participating entities would need to fund their individual portion at a level not to exceed \$1.75 per/capita. The per/capita amount would be reduced if Hanna Keelan is awarded the NIFA grant.

The City of Scottsbluff's funding portion is approximately \$26,320 (without NIFA grant) based on a population base of approximately 15,040.

Due to the potential of other partner communities not being able to contribute at an equitable level and WNED's wishes not to further delay the project, City staff is recommending the amount not to exceed \$38,000.

BOARD/COMMISSION RECOMMENDATION: WNED unanimously approved the regional housing study proposal submitted by Hanna Keelan.

Rev: 11/15/12 City Clerk

STAFF RECOMMENDATION: City staff recommends approving WNED's recommendation of Hanna Keelan for the regional housing study and to authorize funding the study in the amount not to exceed \$38,000.

EXHIBITS

Resolution Ordinance Contract Minutes Plan/Map

Other (specify) _____

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

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev: 11/15/12 City Clerk

City of Scottsbluff, Nebraska

Monday, December 7, 2015

Regular Meeting

Item Pub. Hear.1

Council to conduct a public hearing as advertised for this date at 6:05 p.m. to consider a Class I liquor license application from The Shed, 18 East 16th St., Scottsbluff.

Minutes: The Liquor License Investigatory Board made the following recommendation regarding this liquor license:

Moved by Kuckkahn, seconded by Larson, "to forward a positive recommendation to the City Council regarding The Shed liquor license application" YEAS, Knight, Larson, Scriptor, Spencer, Kuckkahn, Stobel. NAYS, None, Absent: Halley, Houdyshell.

Staff Contact: Cindy Dickinson, City Clerk

Agenda Statement

Item No.

For meeting of: December 7, 2015

AGENDA TITLE: Council to hold a public hearing as advertised for this date at 6:05 p.m. for a Class I Liquor License for The Shed, 18 East 16th St., Scottsbluff.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Administration

PRESENTATION BY: Applicant

SUMMARY EXPLANATION:

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Conduct the public hearing and consider a recommendation to the Nebraska Liquor Commission either approving or denying said application.

EXHIBITS

Resolution Ordinance Contract Minutes Plan/Map

Other (specify) Application, Memorandums, Exhibits

- Exhibit #1 – Application of The Shed, 18 East 16th St., Scottsbluff, NE 69361.
- Exhibit #2 – City Council Check List for Neb. Rev. Stat. §53-132 Cum Supp 2002
- Exhibit #3 – Written Statement of Police Chief
- Exhibit #4 – Written Statement of City Clerk
- Exhibit #5 – Written Statement of Planning Administrator

NOTIFICATION LIST: Yes No Further Instructions

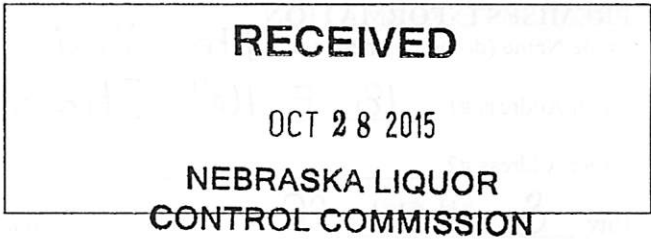
The Shed
18 East 16th St.
Scottsbluff, NE 69361

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

**APPLICATION FOR LIQUOR LICENSE
RETAIL**

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/



**CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES
CHECK DESIRED CLASS**

- RETAIL LICENSE(S) Application Fee \$400 (nonrefundable)
- A BEER, ON SALE ONLY
 - B BEER, OFF SALE ONLY
 - C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE
 - D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY
 - I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
 - AB BEER, ON AND OFF SALE
 - AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
 - IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY

Class K Catering license (requires catering application form 106) \$100.00

Additional fees will be assessed at city/village or county level when license is issued

Class C license term runs from November 1 – October 31
All other licenses run from May 1 – April 30
Catering license (K) expires same as underlying retail license

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

- Individual License (requires insert form 1)
- Partnership License (requires insert form 2)
- Corporate License (requires insert form 3a & 3c)
- Limited Liability Company (LLC) (requires form 3b & 3c)

**NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)
Commission will call this person with any questions we may have on this application**

Name N/A Phone number: _____

Firm Name _____

PREMISES INFORMATION

Trade Name (doing business as) The Shed

Street Address #1 18 E 16th Street

Street Address #2 _____

City Scottsbluff County Scotts Bluff Zip Code 68361

Premises Telephone number 308-635-3684

Business e-mail address mer_garrett@hotmail.com

Is this location inside the city/village corporate limits: YES

NO OCT 28 2015

Mailing address (where you want to receive mail from the Commission)

Name The Shed- Meredith Lee

Street Address #1 PO Box 867

Street Address #2 _____

City Scottsbluff State NE Zip Code 68363

RECEIVED
NO OCT 28 2015
NEBRASKA LIQUOR CONTROL COMMISSION

DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED
READ CAREFULLY

In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, outdoor area, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (length x width) of the licensed area as well as the dimensions of the entire building. No blue prints please. Be sure to indicate the direction north and number of floors of the building.

****For on premises consumption liquor licenses minimum standards must be met by providing at least two restrooms**

Building: length _____ x width _____ in feet

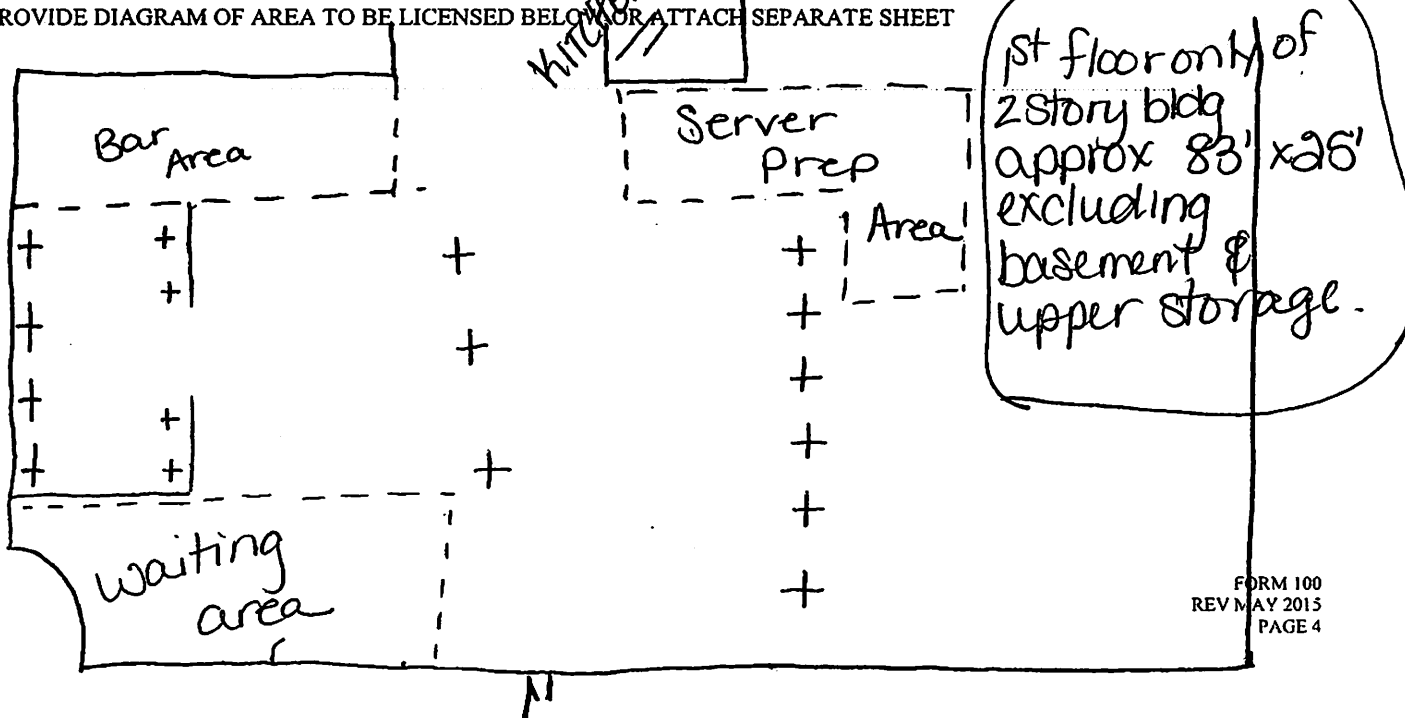
Is there a basement? Yes No _____

If yes, length _____ x width _____ in feet (not public use)

Is there an outdoor area? Yes _____ No

If yes, length _____ x width _____ in feet

PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET



FORM 100
REV MAY 2015
PAGE 4

Mary

APPLICANT INFORMATION

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5) Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Include traffic violations. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

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X YES NO

OCT 28 2015

If yes, please explain below or attach a separate page

NEBRASKA LIQUOR CONTROL COMMISSION

Table with 5 columns: Name of Applicant, Date of Conviction (mm/yyyy), Where Convicted (city & state), Description of Charge, Disposition. Rows include: Dustin Lee (08/2003, Laramie, WY, possession, fine), II (04/2001, Laramie, WY, DUI, fine), II (09/2014, Denver, CO, seatbelt, fine), II (08/2002, Laramie, WY, accepting stolen property, fine).

2. Are you buying the business of a current retail liquor license?

X YES NO

If yes, give name of business and liquor license number The Woodshed 097847 class c

- a) Submit a copy of the sales agreement
b) Include a list of alcohol being purchased, list the name brand, container size and how many
c) Submit a list of the furniture, fixtures and equipment

3. Was this premise licensed as liquor licensed business within the last two (2) years?

X YES NO

If yes, give name and license number The Woodshed 097847 class c

4. Are you filing a temporary operating permit (TOP) to operate during the application process?

X YES NO

If yes:

- a) Attach temporary operating permit (TOP) (form 125)
b) TOP will only be accepted at a location that currently holds a valid liquor license.

5. Are you borrowing any money from any source, include family or friends, to establish and/or operate the business?

YES NO

If yes, list the lender(s) ~~Wing~~ ~~Carson~~ Dustin Lee

6. Will any person or entity, other than applicant, be entitled to a share of the profits of this business?

YES NO

If yes, explain. (all involved persons must be disclosed on application)

RECEIVED

OCT 28 2015

No silent partners

NEBRASKA LIQUOR
CONTROL COMMISSION

7. Will any of the furniture, fixtures and equipment to be used in this business be owned by others?

YES NO

If yes, list such item(s) and the owner. Soda machine - Pepsi Coffee machine - Thompson

8. Is premises to be licensed 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)

9. Is anyone listed on this application a law enforcement officer?

YES NO

If yes, list the person, the law enforcement agency involved and the person's exact duties.

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business.

a) List the individual(s) who will be authorized to write checks and/or withdrawals on accounts at this institution.

First National Bank Meredith or Dustin Lee

11. List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. Include license holder name, location of license and license number. Also list reason for termination of any license(s) previously held.

N/A

Training

12. List the alcohol related training and/or experience (when and where) of the person(s) making application. Those persons required are listed as followed:

- Individual: Applicant and spouse; spouse is exempt if they filed Form 116 – Affidavit of Non-Participation.
- Partnership: All partners and spouses, spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Limited Liability Company: All member of LLC, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Corporation: President, Stockholders holding 25% or more of shares, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.

NLCC certified training program completed: none

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
		RECEIVED
		OCT 28 2015

For list of NLCC certified training programs see: www.lcc.ne.gov/traininginfo.html

Experience:

Applicant Name/Job Title	Date of Employment:	Name & Location of Business
<u>Meredith Lee</u>		NEBRASKA LIQUOR CONTROL COMMISSION
<u>The Roost - Gen Mng</u>	<u>2/15 - 10/15</u>	<u>LiSCO, NE</u>
<u>NBG - Bar Mng</u>	<u>2/13 - 1/15</u>	<u>NE Barn & Grill Gothenburg, NE</u>
<u>WC - Bar / Mng</u>	<u>8/09 - 10/14</u>	<u>Whiskey Creek Scottsbluff, NE</u>

13. If the property for which this license is sought is owned, submit a copy of the deed, or proof of ownership. If leased, submit a copy of the lease covering the entire license year. Documents must show title or lease held in name of applicant as owner or lessee in the individual(s) or corporate name for which the application is being filed.

Lease: expiration date _____
 Deed _____
 Purchase Agreement

14. When do you intend to open for business? NOV 1, 2015

15. What will be the main nature of business? Restaurant

16. What are the anticipated hours of operation? Sun/Tues 11am-2pm Wed-Sat 11am-9pm

17. List the principal residence(s) for the past 10 years for all persons required to sign, including spouses. MON CLOSED

RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR		SPOUSE: CITY & STATE	YEAR	
	FROM	TO		FROM	TO
<u>Meredith L Lee</u>	<u>2008</u>	<u>2015</u>	<u>Dustin A Lee</u>	<u>2008</u>	<u>2015</u>
<u>Scottsbluff, NE</u>			<u>Scottsbluff, NE</u>		
<u>Laramie, WY</u>	<u>1985</u>	<u>2008</u>	<u>Laramie, WY</u>	<u>1980</u>	<u>2008</u>

If necessary attach a separate sheet.

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules, regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

Must be signed in the presence of a notary public by applicant(s) and spouse(s). See guideline for required signatures <http://www.lcc.ne.gov/pdfs/New%20Application%20Guideline.pdf>



Signature of Applicant

Meredith L Lee

Print Name



Signature of Spouse

Dustin A Lee

Print Name

Signature of Applicant

Print Name

RECEIVED

Signature of Spouse

OCT 28 2015

Print Name
NEBRASKA LIQUOR CONTROL COMMISSION

ACKNOWLEDGEMENT

State of Nebraska
County of SCOTT BLUFF

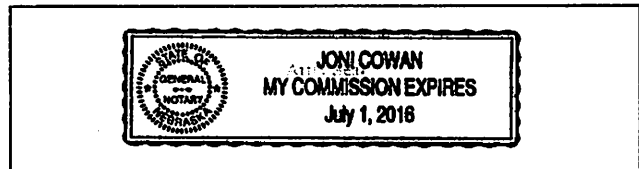
The foregoing instrument was acknowledged before me this

Oct 13, 2015
date

by Meredith Lee + Dustin Lee
name of person(s) acknowledged (individual(s) signing)



Notary Public signature



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

APPLICATION FOR LIQUOR LICENSE
INDIVIDUAL
INSERT - FORM 1

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.ne.gov

Office Use

RECEIVED
OCT 28 2015
NEBRASKA LIQUOR
CONTROL COMMISSION

Individual applicants, including spouse, are required to adhere to the following requirements

- 1) Must be a citizen of the United States
- 2) Must be a Nebraska resident (Chapter 2 - 006)
- 3) Must provide a copy of their certified birth certificate or INS papers
- 4) Must submit their fingerprints (2 cards per person)
- 5) Must sign the signature page of the Application for License form
- 6) Applicant may be required to take a training course

Name of individual applicant who will hold license

Last Name: LEE
First Name: MEREDITH MI: L
Home Address: 2409 W. OVERLAND City: Scottsbluff Zip Code: NE
Social Security Number: _____ Date of Birth: 04-30-1985
Home Telephone Number: 308-765-1754
Drivers License Number: H13377582 State: NE

Are you married? (Please note if the above listed individual is separated, etc. spouse's information is still required to be listed below)

YES

NO

If yes, provide your spouse's information below

Spouses Last Name: LEE
Spouses First Name: DUSTIN MI: A
Social Security Number: _____ Date of Birth: 01-30-1980
Drivers License Number: H13391135 State: NE

In compliance with the ADA, this individual insert form 1 is available in other formats for person with disabilities.
A ten day advance period is required in writing to produce the alternate format.

FORM 35-4182
REVISED 05/2007

APPLICATION FOR TEMPORARY OPERATING PERMIT (TOP)

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

Office Use
RECEIVED
OCT 28 2015
NEBRASKA LIQUOR CONTROL COMMISSION

- Application for a temporary operation permit (TOP) must be included with the application for liquor license. TOP will not be considered without the completed application for a liquor license.
- Enclose documentation showing sale of business; document may be in the form of a purchase agreement/contract, management agreement or promissory note. Sale of business document must include the following: name of business being sold, purchase date or closing date within 2-3 weeks of requesting TOP and must be signed by the seller and buyer.
- TOP's are valid for 90 days from date of issuance and cannot be extended past the expiration date (no exceptions).
- Seller's liquor license will terminate upon issuance of the TOP.
- If the seller's liquor license is up for renewal during the TOP it will not be necessary for the seller to renew.

NAME OF CURRENT LICENSEE (SELLER):

SELLER'S LICENSE #:

Brehm 5 Inc

097847

On (date) 10-06-15 seller and buyer entered into a contract for sale of the

business known as (TRADE NAME):

The Woodshed

Buyer seeks to obtain a temporary operating permit (TOP) to allow buyer to operate the business under the same terms and conditions of the current licensee; subject to approval by the Nebraska Liquor Control Commission (NLCC) for a period not to exceed 90 days (no exceptions).

Seller hereby declares that they are current on all accounts with all Nebraska licensed wholesalers under section §53-123.02. Any seller who provides false information regarding such accounts is guilty of a Class IV misdemeanor for each offense.

BARCODE for office use only

FORM 125
REV JULY 2015
Page 1 of 2

[Signature]
Signature of **SELLER**

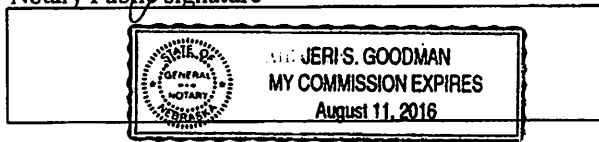
William Troy Brehm
Print Name

State of Nebraska, County of SCOTT'S BLUFF

The foregoing instrument was acknowledged before me
this 10/13/15 (date)

by William Troy Brehm
Name(s) of Person(s) Acknowledged [individual(s) signing document]

[Signature]
Notary Public signature



[Signature]
Signature of **BUYER**

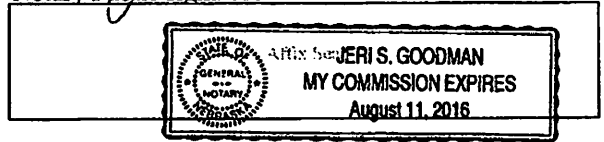
Meredith L Lee
Print Name

State of Nebraska, County of SCOTT'S BLUFF

The foregoing instrument was acknowledged before me
this 10/13/15 (date)

by Meredith L. Lee
Name(s) of Person(s) Acknowledged [individual(s) signing document]

[Signature]
Notary Public signature



ADMINISTRATIVE REVIEW - Office use only		
Date: <u>10/28/15</u>	Rep: <u>bk</u>	Application Number: <u>115436</u>
<input type="checkbox"/> Approved	<input checked="" type="checkbox"/> Denied <u>mm</u>	
Reason for Denial: <u>No purchase agreement of Business</u>		

Deed Submitted 10/29/2015
OK to issue TOB - mm

CORPORATE SURVIVORSHIP WARRANTY DEED

KNOW THAT ALL MEN BY THESE PRESENTS THAT BREHM 5, Inc. a Nebraska Corporation, herein called the grantor whether one or more, in consideration of One Dollar and other valuable consideration received from grantees, does grant, bargain, sell, convey, and confirm unto Meredith Lee and Dustin Lee wife and husband, as joint tenants with right of survivorship, and not as tenants in common, the following described real property in Scotts Bluff County, Nebraska:

The West 25 feet of the East 100 feet of Lots 1 and 2, Block 10, Original Town Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska, EXCEPT the South 16 feet thereof.

To have and hold above described premises together with all tenements, hereditaments and appurtenances thereto belonging unto the grantees and to their assigns, or to the heirs and assigns of the survivor of them forever.

And the grantor does hereby covenant with the grantees and with their assigns and with the heirs and assigns of the survivor of them that grantor is lawfully seized of said premises; that they are free from any encumbrance except covenants, easements and restrictions of record; all regular taxes and special assessments; except those levied or assessed subsequent to date hereof; that grantor has good right and lawful authority to convey the same; and that grantor warrants and will defend the title to said premises against the lawful claims of all persons whomsoever.

It is the intention of all parties hereto that in the event of the death of either of the grantees, the entire fee simple title to the real estate shall vest in the surviving grantee.

Dated: Oct. 15, 2015

Brehm 5, Inc., a Nebraska Corporation
By:

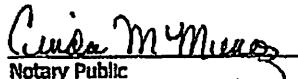

William T. Brehm, President

State of Nebraska

§

County of Scotts Bluff

The foregoing instrument was acknowledged before me this 15th day of October, 2015, by William T. Brehm, President of BREHM 5, Inc., a Nebraska Corporation, on behalf of the corporation.


Notary Public



SB0000189

Please Return recorded document to:
Nebraska Title Company
2122 Broadway
Scottsbluff, NE 69361

CHECK LIST

Neb. Rev. Stat. §53-132 (Reissue 2010)

Council should determine the propensity of whether or not to grant the liquor license that has been requested. In that regard, suitability and fitness and the following four criteria are most important:

- (2)(a) Applicant is fit, willing and able to provide the service proposed.
- (2)(b) Applicant can conform to all laws.
- (2)(c) Applicant has demonstrated that the type of management and control exercised over the licensed premises will be sufficient to ensure conformance with law.
- (2)(d) Issuance of the license is or will be required by the present or future public convenience and necessity.

In making its determination Council may also consider as the Nebraska Liquor Control Commission will consider, the following. The Council should not base its recommendation on any of the following criteria, but may chose to comment to the Commission about one or more of the criteria:

- (3)(b) Citizen's protest.
- (3)(c) Existing population/growth.
- (3)(d) The nature of the neighborhood around the location.
- (3)(e) Existence of other licenses.
- (3)(f) Existing motor vehicle and pedestrian traffic in the vicinity.
- (3)(g) Adequacy of existing law enforcement.
- (3)(h) Zoning restrictions.
- (3)(i) Sanitary conditions.
- (3)(j) Whether the type of business or activity proposed will be consistent with the public interest.

*OTHER COUNCIL CONCERNS

Scottsbluff Police Department

Memo

To: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
From: Kevin Spencer, Chief of Police
Date: 12/2/2015
Re: Application for a Class I Retail Liquor License number 115436 in the name of Meredith L Lee and Dustin A Lee, "The Shed" located at 18 E 16th St. Scottsbluff, Nebraska 69361

AUTHORITY: The Scottsbluff Police Department reports specific information to the City Council whenever a license application is presented. The information furnished by the Police Department conforms to Chapter 53, Reissue Revised Statutes of Nebraska 1943, and Section 53-132, which outlines the factors which the Commission may consider in granting a liquor license.

COMMENTARY

53-132: Section 2

(A) The applicant is fit, willing and able to properly provide the service proposed within the city where the premises described in the application are located:

A background check was conducted on Meredith L Lee and her Husband Dustin A. Lee as a means to determine their fitness to hold a liquor license. The applicant has worked in the restaurant business since she was 16 years of age and worked in the alcohol industry since the age of 21 or the past 9 years.

Meredith reported that alcohol sales will be a small part of the business explaining that the business emphasis will be food sales. Meredith reported working at Whiskey Creek as the bar manager, The Nebraska Bar & Grill in Gothenburg and the Roost in Lisco.

Meredith and Dustin both appeared before the Liquor License Holders Investigatory Board on November 12th. After the Lee's answered several questions posed by board members the Investigatory Board recommended approval of the liquor license.

I met with Meredith at The Shed on November 30, 2015 to further discuss her application. A number of different topics were discussed which included managerial procedures the applicant has or is going to adopt regarding the operation of the business, with particular emphasis on access to alcohol by underage drinkers.

Based on the information made available to the Scottsbluff Police Department, there is no reason to believe the applicant is not fit to hold a liquor license.

(B) The applicant can conform to all provisions, requirements, rules and regulations provided for in the Nebraska Liquor Control Act:

Any operator must adhere to the existing laws while doing business in the community and adhere to acceptable business practices. Meredith reported that she will manage the day to day activities of the business. Meredith told me that she would not tolerate any employee selling alcohol to a minor, explaining that the employee would be terminated. Meredith further told me that she would have an employee meeting after the event to retrain employees. Meredith told me that it will be their policy to card everyone and in the event that someone does not have identification employees will be required to notify her so that she can make the determination as whether to serve the customer or not.

The applicant appears to have the ability and willingness to conform to language within the Nebraska Liquor Control Act.

(C) The applicant has demonstrated that the type of management and control exercised over the licensed premises will be sufficient to insure that the licensed business can conform to all provisions, requirements, rules and regulations provided for in the Nebraska Liquor Control Act:

Meredith told me that she will attend the Responsible Beverage Servers training prior to the council meeting on Monday and require it of all her employees in the next few weeks.

The majority of the liquor will be kept at the bar with the excess inventory kept in a locked closet that only Meredith has a key to. Meredith told me that she will complete an inventory of the alcohol at least weekly more often if needed. Meredith again told me that she does not expect alcohol sales to be a big part of her business.

The applicant has provided a business plan that explains what they intend to accomplish with regards to maintaining a successful and hopefully profitable business.

The applicant appears committed to complying with all provisions, requirements, rules and regulations provided for in the Nebraska Liquor Control Act.

(D) The issuance of the license is or will be required by the present or future public convenience and necessity:

The hours of operation of the establishment will be Wednesday thru Saturday 11:00 a.m. to 09:00 p.m. Sunday and Tuesday 11:00 a.m. to 02:00 p.m., closed on Monday.

Oversight and accountability will be a priority for the applicants as it relates to the sale of alcoholic beverages.

SPECIFIC ISSUES COMMISSION MAY CONSIDER

(E) The existence of a citizen's protest made in accordance with Section 53-133:

There have been no known citizen protests of this business.

(F) The nature of the neighborhood or community of the location of the proposed licensed premises:

The business is located at 18 East 16th Street, Scottsbluff, Nebraska. It is a business that will attract customers during the lunch and dinner hours. Its location is easily accessible and convenient for customers. The business has been in this location for years without issue.

(G) The existence or absence of other retail licenses or bottle club licenses with similar privilege within the neighborhood or community of the location or the proposed licensed premises.

There is several similar liquor establishments located within several blocks of the restaurant, although those establishments are not a concern in relationship to this particular location.

(H) The existing motor vehicle and pedestrian traffic flow in the vicinity of the proposed licensed premises:

Although no recent traffic studies have been completed regarding motor vehicle traffic of the general area, the traffic flow is not of a concern at this time. In addition, pedestrian traffic should not be a concern. It should be mentioned that this business has operated at this same location for several years.

(I) The adequacy of existing law enforcement:

The Scottsbluff Police Department is allowed 31 full time officers in the Department and handled approximately 15,000 incidents, not including traffic citations during 2014. The number of liquor licenses within the jurisdictional boundaries of the Police Department, regardless of the class, continues to be a concern to the Police Department and even routine monitoring of their business practices is difficult. Compliance checks continue to remain a concern to those businesses that sell alcohol to minors. The Nebraska State Patrol has assumed liquor law enforcement duties and their wide jurisdiction generally precludes any particular focus in the city.

(J) Whether the type of business or activity proposed to be operated in conjunction with the proposed license is and will be consistent with the public interest:

The Police Department would reserve making any statement which would indicate that the sale of alcohol is consistent with the public interest.

Adequate staffing and training, as well as close supervision of patrons are important. Cooperation with the Police Department by management will help to eliminate or diminish potential problems with violations.

Memo

Date: December 7, 2015
To: Honorable Mayor Meininger and Members of the City Council
From: Cindy Dickinson, City Clerk
CC: Rick Kuckkahn, City Manager
Re: the Shed, 18 East 16th St., Scottsbluff, NE

The city clerk is required by ordinance to report specific information to the city council whenever a liquor license application hearing is held.

Following are the existing licenses, their class, address and proximity to other licensed premises:

Class of License

- | | |
|----------|---|
| Class A | Beer only, for consumption on premises |
| Class B | Beer only, for consumption off premises |
| Class C | Alcoholic liquors, for consumption on and off premises |
| Class D | Alcoholic liquors, including beer, for consumption off premises |
| Class I | Alcoholic liquors, for consumption on the premises |
| Class W | Wholesale beer |
| Catering | Alcohol permitted by licensee's retail license, sold or served at events covered by special designated licenses |

Class A Licenses

Restaurants

Pizza Hut of Scottsbluff, Inc.
 Mast Enterprises, Inc. dba Godfather Pizza

726 West 27th Street
 2203-07 Broadway

Total Class A Licenses 2

Class B Licenses

Convenience Stores

Total Class B Licenses 0

Class C Licenses

Restaurants

El Charrito Restaurant & Lounge, Inc .

802 21st Avenue

Hotel/Motel

Holiday Inn Express
Candlelight Inn & Lounge

1821 Frontage Rd.
1822 East 20th Place

Taverns/Lounges

Hight's Tavern
Silver Saddle Lounge
Shots Bar and Grill (pending application)
Bob's Garage & Bar
Lucky Keno LLC dba FrontSide
Backaracks Bar & Grille

20 West 18th Street
1901-B 21st Ave.
1722 Broadway
1907 Broadway
1001 Avenue I
1402 East 20th St.- Suite B

Retail

Racks (Catering)
Panhandle Cooperative Assn. (Catering)

1402 East 20th St.- Suite A
401 S. Beltline Hwy West

Clubs

Elks BPO Lodge 1367

1614 1st Avenue

Bowling Alleys

Valley Bowl Fun Center

1702 17th Ave.

TOTAL CLASS C LICENSES 13

Class D Licenses

Grocery Stores

Safeway of Western Nebraska

601 Broadway

Convenience Stores

5th & O Eastco
Scottsbluff Watering Hole
Big Bats
Panhandle Coop Assn.
Git N Split
Cheema's Gas & Liquor
Route 26 Mart
Maverik Stores Inc.,
La Bamba
Walgreens

503 East Overland
121 W 27th Street
902 West Overland
3302 Ave. B
506 West 27th Street
2002 Avenue I
1722 E 20th Street
920 West 36th St.,
721 East Overland
205 West 27th Street

Liquor Stores

Dermer's
Liquor Cabinet (Catering)
Cigarette Chain

1311 E Overland Dr.
817 West 27th Street
323 East Overland

Discount/Grocery Stores

Big Kmart #7024
Wal-Mart Supercenter #867

802 East 27th Street
3322 Avenue I

TOTAL CLASS D LICENSES 16

CLASS I LICENSES

Restaurants

Rosita's
Chili's Grill & Bar
Applebee's Neighborhood Grill & Bar
Wonderful House Restaurant
Taco de Oro
Whiskey Creek Steakhouse
Ole, LLC
Oriental House
Emporium Coffeehouse & Cafe
San Pedro Mexican Restaurant
Sam & Louie's Pizzeria
Taco Town
Prime Cut
The Shed (pending application)

1205 East Overland
826 West 36th St.
2621 5th Avenue
829 Ferdinand Plaza
2601 Avenue I
1802 E 20th Place
1901 East 20th Street
1502 E. 20th St.
1818 1st Avenue
23 West 27th St.
1522 Broadway
1007 West 27th St.
305 West 27th St.
18 West 16th St.

Theater

Hotel/Motel

Hampton Inn & Suites

301 W Hwy 26

TOTAL CLASS I LICENSES 15

Class W Licenses

Wholesale

High Plains Budweiser

2810 Ave M

TOTAL CLASS W LICENSES 1

TOTAL LICENSES

Class A	2
Class B	0
Class C	13 (1 pending)
Class D	16
Class I	15 (1 pending)
Class W	1
TOTAL LICENSES	47 (2 pending)

#5

Memo

Date: November 4, 2015
To: Honorable Mayor and City Council
From: Staff, Development Services
CC: Rick Kuckkahn, City Manager
Re: Class "I" Liquor License Application
The Shed
18 E. 16th Street
Scottsbluff, NE 69361

Action:

The Development Services Department is required by Article 1, Chapter 11 of the Scottsbluff Municipal Code to report specific information to the Mayor and City Council whenever a liquor license application hearing is held. In accordance with that directive the following information is offered:

- (1) The property is situated in a C-1 (Central Business District) zoning district where the proposed use as a restaurant/tavern/bar is allowed by right pursuant to the City's Zoning Ordinance, Chapter 25, of the City's Municipal Code of Ordinances.
- (2) The restaurant operation is not required to have off-street parking in a C-1 District. Several lots located in close proximity to the building provide municipal parking.
- (3) The use of the premises is consistent with the surrounding neighborhood, which is generally commercial in nature. The properties surrounding the subject property are all mercantile uses.
- (4) There are no churches or schools in close proximity to the subject property.
- (5) The existing population of Scottsbluff is approximately 15,039.

City of Scottsbluff, Nebraska

Monday, December 7, 2015

Regular Meeting

Item Pub. Hear.2

Council to conduct a public hearing as advertised for this date at 6:05 p.m. to consider the purchase of the property located at 1303 East Overland.

Staff Contact: Rick Kuckkahn, City Manager

Agenda Statement

Item No.

For meeting of: 11/16/2015

AGENDA TITLE: Council to set Public Hearing for purchase of property at 1303 East Overland.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Public Works Department

PRESENTATION BY: Nathan Johnson

SUMMARY EXPLANATION: Twin City Development is offering the property at 1303 East Overland to the city for \$38,000. This purchase of this property is a high priority for the City in order to eliminate liability and provide for future improvements to the Scottsbluff Drain. The property has one structure located within six feet of the Scottsbluff Drain. TCD has already removed the asbestos from the structure. The Stormwater budget has about \$200,000 set aside solely for the purpose of making improvements to the Scottsbluff Drain. This money can be used for the purchase of this property.

BOARD/COMMISSION RECOMMENDATION: Scottsbluff Drain Operating Committee unanimously supported the purchase of the property at their meeting on Thursday, October 29, 2015.

STAFF RECOMMENDATION: Staff recommends the City proceed with the public hearing in order to purchase the property.

EXHIBITS

Resolution Ordinance Contract Minutes Plan/Map

Other (specify) _____

NOTIFICATION LIST: Yes No Further Instructions
Mark Bohl, Lynn Garton, Leann Sato

APPROVAL FOR SUBMITTAL: _____
City Manager

AGREEMENT

This Agreement is made on November __, 2015, between Western Nebraska Housing Opportunities, a Nebraska non-profit corporation, (the "Seller") and the City of Scottsbluff, Nebraska, a municipal corporation (the "Buyer").

Recitals:

a. The Seller is the owner of the following described real estate along with all permanent improvements (the "Real Estate"):

Lot One (1) and West One-Half (W1/2) of Lot Two (2), Block 12,
Imperial Subdivision Addition to the City of Scottsbluff, Scotts Bluff
County, Nebraska.

More commonly known as 1303 East Overland, Scottsbluff, NE.

b. The Seller desires to sell and the Buyer desires to purchase the Real Estate according to the terms of this Agreement.

Agreement:

1. Purchase Price:

The purchase price shall be \$38,000.00, payable at the Closing in cash or its equivalent.

2. Closing and Possession:

Possession shall be delivered to the Buyer at the time of closing (the "Closing"). The Closing shall take place on or before November 30, 2015. At the Closing, the Seller shall deliver to the Buyer a Warranty Deed free and clear of all liens and encumbrances, excepting easements, restrictions, reservations, rights-of-way of record and subject to standard exceptions in the title insurance policy.

3. Evidence of Title:

Prior to the Closing, the Buyer shall obtain a title insurance commitment binder showing that the Seller has merchantable title to the Real Estate. The Seller shall have a reasonable time to correct any defects and, if necessary, the Closing shall be delayed accordingly. If it is impossible to perfect title or if defects exist which will require court

action or an unreasonable expense or time to cure, the Buyer shall have the option to terminate this Agreement in writing.

4. Conditional Agreement:

Seller understands and agrees that Buyer is a municipal corporation of the State of Nebraska and must follow statutory law and Open Meeting statutes in order to purchase the Real Estate. This Agreement is conditional upon the Buyer obtaining approval of and authorization from the Scottsbluff City Council to proceed with the purchase. In the event the Scottsbluff City Council does not approve or authorize the purchase, then this Agreement shall become null and void, and the Buyer shall be released from the terms of this Agreement.

5. Taxes:

The Seller shall pay all real estate taxes levied against the Real Estate for all years prior to the year of the Closing along with all special assessments levied on the Real Estate in full. The real estate taxes for the year of the Closing shall be prorated between the parties to date of the Closing based on the most recent tax statement available. The Seller has not received any notice of any special assessments which affect the Real Estate and to the Seller's knowledge, no such assessments are pending or contemplated.

6. Risk of Loss:

Risk of loss for all improvements to the Real Estate shall remain with the Seller until the Closing. In the event that the improvements are substantially destroyed prior to the Closing, either party may declare this Agreement null and void.

7. Inspection and Disclosures:

a. The Buyer has inspected the Real Estate and is entering into this Agreement based on that inspection and not on any representations or warranties, express or implied, made by the Seller, except as otherwise provided for in this Agreement.

b. The Seller agrees to deliver the Real Estate to the Buyer in its present condition, reasonable wear and tear excepted.

c. The Seller has provided to the Buyer (1) a Notice to Purchasers of Housing Constructed before 1978 issued by the U.S. Department of Housing and Urban Development, and (2) a copy of the pamphlet "Protect your Family from Lead in Your

Home," issued by the Environmental Protection Agency. The Real Estate was improved after 1978. No lead based paint will be present in the improvement and the Buyer waives the right to conduct an inspection.

8. Seller's Representations:

The Seller represents to the Buyer that to the best of the Seller's knowledge:

a. No sources of contamination exist on the Real Estate which would obligate the Buyer to clean up expenses under Federal or State environmental laws and regulation, and the Seller has received no notice of the existence of such contamination. In addition, the Seller has received no notice of any action or proposed action by governmental authorities concerning contamination of the Real Estate.

b. The Seller has received no notices from any governmental authority, indicating that the Real Estate is in violation of any zoning, building, environmental, fire or health codes or similar statutes or that the current operation of the Real Estate does not comply with all applicable governmental laws, rules, and regulations.

c. There is no actual or threatened, suit or claim resulting from any controversy which may adversely affect the Real Estate or its ownership.

d. There are no claims for construction liens or any unpaid amounts for labor or material which would give rise to construction liens.

9. Expenses of Sale:

The cost of the owner's title insurance coverage, the preparation of this Agreement and the cost of preparing the closing statement and the closing, if required, along with the cost to prepare the warranty deed shall be equally divided between the Seller and Buyer. The Documentary Stamp tax, if any, shall be paid by the Seller. The Buyer shall pay to record the warranty deed.

10. Default:

Time is of the essence. If either party shall default in the performance of this Agreement, the other party shall have all legal remedies available to them.

11. General Provisions:

a. This Agreement shall not be assignable by either party without the consent of the other party.

b. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns; provided, however, no assignment of all or any portion of this Agreement shall relieve any party of its obligations under this Agreement.

c. No waiver of any breach of any provision of this Agreement will be deemed a waiver of any other breach of this Agreement. No extension of time for performance of any act will be deemed an extension of the time for performance of any other act.

d. This Agreement may be executed in one or more counterparts, each of which may be considered as an original.

e. This Agreement shall be construed according to the laws of Nebraska.

f. This Agreement contains the entire agreement of the Parties. This Agreement may be amended only in writing signed by all parties.

Western Nebraska Housing Opportunities,
a Nebraska non-profit corporation, Seller

City of Scottsbluff, Nebraska, Buyer

, President

BY _____
Randy Meininger, Mayor

NOTICE OF PUBLIC HEARING

Notice is given the Scottsbluff City Council will conduct a public hearing in regard to the acquisition of real estate legally described as: Lot One (1) and the West One-Half (W1/2) of Lot Two (2), Imperial Subdivision Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska, more commonly known as 1303 East Overland, Scottsbluff, NE. The public hearing will be conducted on November _____, 2015 at 6:00 p.m., or as soon thereafter as can be held, in the City Council Chambers at Scottsbluff City Hall located at 2525 Circle Drive, Scottsbluff, NE.

City Clerk

City of Scottsbluff, Nebraska

Monday, December 7, 2015

Regular Meeting

Item Public Inp1

Approve issuance of a special arts-related event wine permits for the West Nebraska Arts Center, 106 East 18th Street and special designated liquor licenses for events on the following dates: January 16, 2016; January 22, 2016; and April 22, 2016.

Staff Contact: Cindy Dickinson, City Clerk

CITY OF SCOTTSBLUFF
SPECIAL ARTS-RELATED EVENT WINE PERMIT APPLICATION

Organization Name West Nebraska Arts Center
Address 106 E. 18th Street, Scottsbluff Phone 632-2226
Date of Event 1-16-16 Starting Time 7:00 Ending Time 10:30
Authorized Contact: Donna Thompson, Ex. Director
Description of Event Uncork Your Winter Blues Fundraiser
Estimated Attendance: 175
Event Chairman: Donna Thompson
Address 106 E. 18th Street, Scottsbluff Phone 632-2226
email donna@thewnac.com

The undersigned acknowledges reading a copy of the applicable ordinances and agrees to comply thereby:

Signed: Donna L. Thompson Date: 11-13-15
Print Name Donna L. Thompson

Additional Information: _____

PERMIT

THIS PERMIT AUTHORIZES THE CONSUMPTION OF WINE ON THE DESCRIBED PREMISE BY INDIVIDUALS WHO ARE OF LEGAL DRINKING AGE. OTHER RESTRICTIONS ARE AS FOLLOWS: _____

Approved by Mayor and City Council on _____

City Clerk _____ Date: _____

Cc: Police Chief

APPLICATION FOR SPECIAL DESIGNATED 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/
Email Applications: michelle.porter@nebraska.gov

DO YOU NEED POSTERS? YES NO

NON PROFIT APPLICANTS

(Check one that best applies)

Municipal Political Fine Arts Fraternal Religious Charitable Public Service

LIQUOR LICENSE HOLDERS

Liquor license number and class (i.e. C-55441)

COMPLETE ALL QUESTIONS

1. Type of alcohol to be served and/or consumed: Beer Wine Distilled Spirits

2. Licensee name (last, first,), corporate name or limited liability company (LLC) name
(As it reads on your liquor license)

NAME: West Nebraska Arts Center

ADDRESS: 106 E. 18th Street

CITY Scottsbluff ZIP 69361

3. Location where event will be held; name, address, city, county, zip code

BUILDING NAME West Nebraska Arts Center

ADDRESS: 106 E. 18th Street CITY Scottsbluff

ZIP 69361 COUNTY and COUNTY # Scotts Bluff, 21

a. Is this location within the city/village limits? YES NO

b. Is this location within the 150' of church, school, hospital or home for aged/indigent or for veterans and/or wives? YES NO

c. Is this location within 300' of any university or college campus? YES NO

4. Date(s) and Time(s) of event (no more than six (6) consecutive days on one application)

Date 1/16/16	Date	Date	Date	Date	Date
Hours From 7:00 p.m.	Hours From	Hours From	Hours From	Hours From	Hours From
To 10:30 p.m.	To	To	To	To	To

a. Alternate date: none

b. Alternate location: none
(Alternate date or location must be specified in local approval)

5. Indicate type of activity to be carried on during event:

Dance ___ Reception ___ Fund Raiser X Beer Garden ___ Sampling/Tasting ___
 Other _____

6. Description of area to be licensed

Inside building, dimensions of area to be covered **IN FEET** 73.5 x 33
 (not square feet or acres)

*Outdoor area dimensions of area to be covered **IN FEET** _____ x _____

***SKETCH OF OUTDOOR AREA (or attach copy of sketch) (sample sketch)**

If outdoor area, how will premises be enclosed?

___ Fence; ___ snow fence ___ chain link ___ cattle panel
 ___ other _____
 ___ Tent

7. How many attendees do you expect at event? 150

8. If over 150 attendees. Indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages. (Attach separate sheet if needed)

9. Will premises to be covered by license comply with all Nebraska sanitation laws? YES NO

a. Are there separate toilets for both men and women? YES NO

10. Where will you be purchasing your alcohol?

Wholesaler ___ Retailer X Both ___ BYO ___
(includes wineries)

11. Will there be any games of chance operating during the event? YES NO

If so, describe activity _____

NOTE: Only games of chance approved by the Department of Revenue, Charitable Gaming Division are permitted. All other forms of gambling are prohibited by State Law: There are no exceptions for Non Profit Organizations or any events raising funds for a charity. This is only an application for a Special Designated License under the Liquor Control Act and is not a gambling permit application.

12. Any other information or requests for exemptions: _____

13. Name and telephone number/cell phone number of immediate supervisor. This person will be at the location of the event when it occurs, able to answer any questions from Commission and/or law enforcement before and during the event, and who will be responsible for ensuring that any applicable laws, ordinances, rules and regulations are adhered to. **PLEASE PRINT LEGIBLY**

Print name of Event Supervisor _____

Signature of Event Supervisor _____

Event Supervisor phone: Before _____ During _____
Email address _____

Consent of Authorized Representative/Applicant

14. I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

sign here

Donna Thompson
Authorized Representative/Applicant

Ex. Director 11-13-15
Title Date

Donna Thompson
Print Name

This individual must be listed on the application as an officer or stockholder unless a letter has been filed appointing an individual as the catering manager allowing them to sign all SDL applications.

The law requires that no special designated license provided for by this section shall be issued by the Commission without the approval of the local governing body. For the purposes of this section, the local governing body shall be the city or village within which the particular place for which the special designated license is requested is located, or if such place is not within the corporate limits of a city or village, then the local governing body shall be the county within which the place for which the special designated license is requested is located.

This page is required to be completed by Non Profit applicants only.

**Application for Special Designated License
Under Nebraska Liquor Control Act
Affidavit of Non-Profit Status**

I HEREBY DECLARE THAT THE CORPORATION MAKING APPLICATION FOR A SPECIAL DESIGNATED LICENSE UNDER THE NEBRASKA LIQUOR CONTROL ACT IS EITHER A MUNICIPAL CORPORATION, A FINE ARTS MUSEUM INCORPORATED AS A NONPROFIT CORPORATION, A RELIGIOUS NONPROFIT CORPORATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, A POLITICAL ORGANIZATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, OR ANY OTHER NONPROFIT CORPORATION, THE PURPOSE OF WHICH IS FRATERNAL, CHARITABLE, OR PUBLIC SERVICE AND WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES AS PER §53-124.11(1).

AS SIGNATORY I CONSENT TO THE RELEASE OF ANY DOCUMENTS SUPPORTING THIS DECLARATION AND ANY DOCUMENTS SUPPORTING THIS DECLARATION WILL BE PROVIDED TO THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY AGENT OF THE LIQUOR CONTROL COMMISSION IMMEDIATELY UPON DEMAND. I ALSO CONSENT TO THE INVESTIGATION OF THIS CORPORATE ENTITY TO DETERMINE IT'S NONPROFIT STATUS.

I AGREE TO WAIVE ANY RIGHTS OR CAUSES OF ACTION AGAINST THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY PARTY RELEASING INFORMATION TO THE AFOREMENTIONED PARTIES.

West Nebraska Arts Center

NAME OF CORPORATION

470 499 224

FEDERAL ID NUMBER

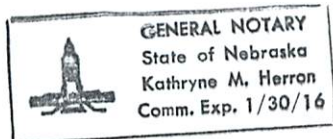
Sonia Thompson

SIGNATURE OF TITLE OF CORPORATE OFFICERS

THE ABOVE INDIVIDUAL STATES THAT THE STATEMENT ABOVE IS TRUE AND CORRECT: IF ANY FALSE STATEMENT IS MADE ON THIS APPLICATION, THE APPLICANT SHALL BE DEEMED GUILTY OF PERJURY AND SUBJECT TO PENALTIES PROVIDED BY LAW. (SEC. §53-131.01) NEBRASKA LIQUOR CONTROL ACT

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 13 DAY OF

November, 2015.



Kathryn M. Herron
NOTARY PUBLIC SIGNATURE & SEAL

CITY OF SCOTTSBLUFF
SPECIAL ARTS-RELATED EVENT WINE PERMIT APPLICATION

Organization Name West Nebraska Arts Center

Address 106 E. 18th Street, Scottsbluff Phone 632-2226

Date of Event 1-22-16 Starting Time 6:00 Ending Time 9:00

Authorized Contact: Donna Thompson, Ex-Director

Description of Event Canvases Off Broadway - Painting Class

Estimated Attendance: 20-25

Event Chairman: Donna Thompson

Address 106 E. 18th Street, Scottsbluff Phone 632-2226

email donna@thewnac.com

The undersigned acknowledges reading a copy of the applicable ordinances and agrees to comply thereby:

Signed: Donna L. Thompson Date: 11-13-15

Print Name Donna L. Thompson

Additional Information: _____

PERMIT

THIS PERMIT AUTHORIZES THE CONSUMPTION OF WINE ON THE DESCRIBED PREMISE BY INDIVIDUALS WHO ARE OF LEGAL DRINKING AGE. OTHER RESTRICTIONS ARE AS FOLLOWS: _____

Approved by Mayor and City Council on _____

City Clerk _____ Date: _____

Cc: Police Chief

APPLICATION FOR SPECIAL DESIGNATED 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/
Email Applications: michelle.porter@nebraska.gov

DO YOU NEED POSTERS? YES ___ NO

NON PROFIT APPLICANTS

(Check one that best applies)

Municipal ___ Political ___ Fine Arts Fraternal ___ Religious ___ Charitable ___ Public Service

LIQUOR LICENSE HOLDERS

Liquor license number and class (i.e. C-55441)

COMPLETE ALL QUESTIONS

1. Type of alcohol to be served and/or consumed: Beer Wine Distilled Spirits ___

2. Licensee name (last, first,), corporate name or limited liability company (LLC) name
(As it reads on your liquor license)

NAME: West Nebraska Arts Center

ADDRESS: 106 E. 18th Street

CITY Scottsbluff ZIP 69361

3. Location where event will be held; name, address, city, county, zip code

BUILDING NAME West Nebraska Arts Center

ADDRESS: 106 E. 18th Street CITY Scottsbluff

ZIP 69361 COUNTY and COUNTY # Scotts Bluff, 21

a. Is this location within the city/village limits? YES NO ___

b. Is this location within the 150' of church, school, hospital or home for aged/indigent or for veterans and/or wives? YES ___ NO

c. Is this location within 300' of any university or college campus? YES ___ NO

4. Date(s) and Time(s) of event (no more than six (6) consecutive days on one application)

Date 1/22/16	Date	Date	Date	Date	Date
<u>Hours</u> From 6:00 p.m.	<u>Hours</u> From	<u>Hours</u> From	<u>Hours</u> From	<u>Hours</u> From	<u>Hours</u> From
To 9:00 p.m.	To	To	To	To	To

- a. Alternate date: none
- b. Alternate location: none
(Alternate date or location must be specified in local approval)

5. Indicate type of activity to be carried on during event:

Dance ___ Reception ___ Fund Raiser ___ Beer Garden ___ Sampling/Tasting ___
 Other Painting Class

6. Description of area to be licensed

Inside building, dimensions of area to be covered **IN FEET** 73.5 x 33
 (not square feet or acres)

*Outdoor area dimensions of area to be covered **IN FEET** _____ x _____

***SKETCH OF OUTDOOR AREA (or attach copy of sketch) (sample sketch)**

If outdoor area, how will premises be enclosed?

___ Fence; ___ snow fence ___ chain link ___ cattle panel
 ___ other _____
 ___ Tent

7. How many attendees do you expect at event? 25

8. If over 150 attendees. Indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages. (Attach separate sheet if needed)

9. Will premises to be covered by license comply with all Nebraska sanitation laws? YES NO

a. Are there separate toilets for both men and women? YES NO

10. Where will you be purchasing your alcohol?

Wholesaler _____ Retailer X Both _____ BYO _____
(includes wineries)

11. Will there be any games of chance operating during the event? YES NO

If so, describe activity _____

NOTE: Only games of chance approved by the Department of Revenue, Charitable Gaming Division are permitted. All other forms of gambling are prohibited by State Law: There are no exceptions for Non Profit Organizations or any events raising funds for a charity. This is only an application for a Special Designated License under the Liquor Control Act and is not a gambling permit application.

12. Any other information or requests for exemptions: _____

13. Name and telephone number/cell phone number of immediate supervisor. This person will be at the location of the event when it occurs, able to answer any questions from Commission and/or law enforcement before and during the event, and who will be responsible for ensuring that any applicable laws, ordinances, rules and regulations are adhered to. PLEASE PRINT LEGIBLY

Print name of Event Supervisor Donna Thompson

Signature of Event Supervisor _____

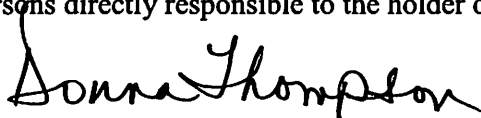
Event Supervisor phone: Before 308-641-3940 During 308-641-3940

Email address donna@thewnac.com

Consent of Authorized Representative/Applicant

14. I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

sign here



Authorized Representative/Applicant

Ex. Director

Title

11/13/15

Date

Donna Thompson

Print Name

This individual must be listed on the application as an officer or stockholder unless a letter has been filed appointing an individual as the catering manager allowing them to sign all SDL applications.

The law requires that no special designated license provided for by this section shall be issued by the Commission without the approval of the local governing body. For the purposes of this section, the local governing body shall be the city or village within which the particular place for which the special designated license is requested is located, or if such place is not within the corporate limits of a city or village, then the local governing body shall be the county within which the place for which the special designated license is requested is located.

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West Nebraska Arts Center

NAME OF CORPORATION

470 499 224

FEDERAL ID NUMBER

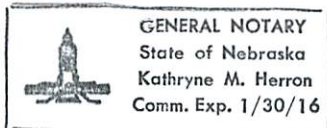
Dona Thompson

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SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 13 DAY OF

November, 2015



Kathryn M. Herron
NOTARY PUBLIC SIGNATURE & SEAL

CITY OF SCOTTSBLUFF
SPECIAL ARTS-RELATED EVENT WINE PERMIT APPLICATION

Organization Name West Nebraska Arts Center

Address 106 E. 18th Street, Scottsbluff Phone 632-2226

Date of Event 4-22-16 Starting Time 6:00 Ending Time 9:00

Authorized Contact: Donna Thompson, Ex. Director

Description of Event Canvases Off Broadway - Painting Class

Estimated Attendance: 20-25

Event Chairman: Donna Thompson

Address 106 E. 18th Street, Scottsbluff Phone 632-2226

email donna@thewnac.com

The undersigned acknowledges reading a copy of the applicable ordinances and agrees to comply thereby:

Signed: Donna L. Thompson Date: 11-13-15

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Additional Information: _____

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Approved by Mayor and City Council on _____

City Clerk _____ Date: _____

Cc: Police Chief

APPLICATION FOR SPECIAL DESIGNATED LICENSE

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LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov/
Email Applications: michelle.porter@nebraska.gov

DO YOU NEED POSTERS? YES ___ NO ___

NON PROFIT APPLICANTS

(Check one that best applies)

Municipal ___ Political ___ Fine Arts Fraternal ___ Religious ___ Charitable ___ Public Service

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Liquor license number and class (i.e. C-55441)

COMPLETE ALL QUESTIONS

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2. Licensee name (last, first,), corporate name or limited liability company (LLC) name
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ADDRESS: 106 E. 18th Street

CITY Scottsbluff ZIP 69361

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b. Is this location within the 150' of church, school, hospital or home for aged/indigent or for veterans and/or wives? YES ___ NO

c. Is this location within 300' of any university or college campus? YES ___ NO

4. Date(s) and Time(s) of event (no more than six (6) consecutive days on one application)

Date 4/22/16	Date	Date	Date	Date	Date
<u>Hours</u> From 6:00 p.m.	<u>Hours</u> From	<u>Hours</u> From	<u>Hours</u> From	<u>Hours</u> From	<u>Hours</u> From
To 7:00 p.m.	To	To	To	To	To

a. Alternate date: none

b. Alternate location: none
(Alternate date or location must be specified in local approval)

5. Indicate type of activity to be carried on during event:

Dance ___ Reception ___ Fund Raiser ___ Beer Garden ___ Sampling/Tasting ___
 Other Painting Class

6. Description of area to be licensed

Inside building, dimensions of area to be covered **IN FEET** 73.5 x 33
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Print name of Event Supervisor Donna Thompson

Signature of Event Supervisor _____

Event Supervisor phone: Before 308-641-3940 During 308-641-3940
Email address donna@thewnac.com

Consent of Authorized Representative/Applicant

14. I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

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Authorized Representative/Applicant Title Date

Donna Thompson
Print Name

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West Nebraska Arts Center

NAME OF CORPORATION

470 499 224

FEDERAL ID NUMBER

Donna Thompson

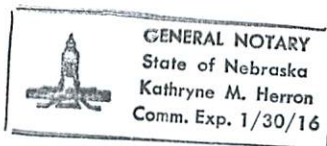
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SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 13 DAY OF

November, 2015.

Kathryn M. Herron
NOTARY PUBLIC SIGNATURE & SEAL



FORM 108
REV MAY 2015
Page 5 of 5

MEMORANDUM

TO: Rick Kuckkahn, City Manager
FROM: Kevin Spencer, Chief of Police
CC: Cindy Dickinson, City Clerk
DATE: December 3rd, 2015
RE: Request for a Special Designated License (SDL) – West Nebraska Arts Center 106 E 18th St Scottsbluff, NE

In regards to the West Nebraska Arts Center applications for three Special Designated Licenses, for the dates of January 16, 2016, January 22, 2016 and April 22, 2016, the first event being a fund raiser and the other two being a Painting Class. There will be sufficient law enforcement officers on duty to handle regular patrol duties in the city and to respond to the Arts Center in the event of a problem. Initially I questioned the fact that these events were planned well in advance but after giving this careful consideration I do not have a problem with this recommendation given the fact that law enforcement has never been called to the Arts Center to address any issues during these types of events. As always, we would insist that management have adequate staff on hand to closely monitor the event and take steps to ensure minors do not drink.

The police department does not object to the issuance of the Special Designated License.


Kevin Spencer
Chief of Police

City of Scottsbluff, Nebraska

Monday, December 7, 2015

Regular Meeting

Item Public Inp2

Council to receive a presentation of the Nebraska Public Power District Solar Project and consider approval of the proposal.

Staff Contact: Nathan Johnson, Assistant City Manager

City of Scottsbluff, Nebraska

Monday, December 7, 2015

Regular Meeting

Item Reports1

Council to receive a report on the Comprehensive Development Plan.

Staff Contact: Rick Kuckkahn, City Manager

City of Scottsbluff, Nebraska

Monday, December 7, 2015

Regular Meeting

Item Reports2

Council to receive a report on the Emergency Management Outdoor Warning System Status and Recommendations and consider approval of a grant match for purchase of the sirens.

Staff Contact: Rick Kuckkahn, City Manager

Outdoor Warning System Status and Recommendations



Outdoor Warning System

Status and Recommendations

- The City of Scottsbluff has four outdoor warning sirens in need of replacement all are 1955 Federal Signal Thunderbolts. These were discontinued in the early 1990s parts are no longer available.
- They are located at Westmoor (W 16th Street and Avenue O), E 27th Street and Hwy 26 behind the Information Caboose, City Shops at Railway and 3rd Avenue, and Overland Park at E 12th Street and 12th Avenue.
 - The siren at E 27th and Hwy 26 has failed to function in the past, but no problems were found by maintenance.
 - The siren at the City Shops failed to function and has been repaired more than once.

EMERGENCY MANAGEMENT RECOMMENDATIONS

- The siren at Northwood Park, a Whelen WPS-2910, is the most modern and has the option of a voice message to be broadcast after siren activation. This siren, installed, cost \$29,150 in August 2011. A quote has not yet been requested. This would be my recommendation.
- The siren at the Soccer Complex, a Federal Siren 2001-130 would be my second choice but it does not have voice messaging and is not Omni-directional. In 2011 a quote for this model was \$19,712 installed.
- If Hazard Mitigation funds are approved, the city would need to pay for 25% of the project which would be \$30,000 depending on the siren selected.

Information on Possible Grant Funding

Hazard Mitigation Grant DR-4225

On June 25th, 2015, the Nebraska Emergency Management Agency (NEMA) announced the availability of grant funds through the Hazard Mitigation Grant Program (HMGP). This was in direct relationship to the flooding in parts of Southeast Nebraska in May of this year. Hazard Mitigation funds are related to disasters because their funding is 15% of the total funding estimate for the disaster itself. Of that amount, 10% is set aside for projects that are difficult to quantify with a cost/benefit analysis. Prime examples of this type of project are warning sirens and backup generators. Examples of projects that would fall outside of the 10% "small-project" set-out would be floodwall construction, flood-prone property acquisition, safe-room construction, etc.

As Emergency Manager for Region 22, I sent in Notices of Intent (NOI) to apply to replace nine sirens in the Region. One in Harrisburg, Banner County, one in Henry, one in McGrew, two in Morrill and four in Scottsbluff. These are the sirens that are the oldest and/or have the most malfunctions (or some not working at all). These NOI are "pre-application applications". Meaning they simply allow NEMA to find out how many applications they can expect and how much money is being requested. The Governor's Disaster Task Force then sorts these projects into a priority list and approves those jurisdictions to apply for funding. I received notification that the Villages of Harrisburg, Henry and McGrew were approved to apply. Morrill was approved to apply for one of their two sirens. Scottsbluff was not approved for funding at this time, but they requested we turn in the application anyway. This is because other jurisdictions may decide to pass up their opportunity or the total amount of funding to the state may be more than expected. This could make funds available for Scottsbluff's siren project. Having the application on file would speed up the process.

HMGP funding is a 75/25 split, meaning that FEMA pays for 75% of the project amount, and the local jurisdiction is obligated for 25%. However the 25% can be a "soft match" and use in-kind donations, installation work done by the city, etc. Federal funds cannot be used for the local 25% with one exception. Funding provided to states under the Community Development Block Grant program from the Department of Housing and Urban Development can be used to meet the non-federal share requirement. If the project costs more than the requested amount, FEMA will cover any overruns in most situations, as long as the overrun is justified and NEMA is notified in advance.

City of Scottsbluff, Nebraska

Monday, December 7, 2015

Regular Meeting

Item Reports3

Council to consider the revised Western Nebraska Economic Development Interlocal Cooperation Agreement and authorize the Mayor to execute the agreement.

Staff Contact: Nathan Johnson, Assistant City Manager

**WESTERN NEBRASKA ECONOMIC DEVELOPMENT
INTERLOCAL COOPERATION AGREEMENT
FOR ECONOMIC DEVELOPMENT PURPOSES**

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

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

~~WHEREAS, the political subdivisions and municipal corporations named above (the “participants”) are desirous of entering into an agreement identified on the attached “Exhibit A”. The entity created pursuant to the Nebraska Interlocal Cooperation Act, found at Neb. Rev. Stat. §13-801 et seq., as the same may from time to time be amended, for the purpose of carrying out the recommendations set forth in the Regional Economic Strategic Plan (the “Plan”) in a cost effective and efficient manner; and this Agreement shall be known as Western Nebraska Economic Development (“WNED”).~~

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~~WHEREAS, the~~ Recitals:

a. ~~The~~ City of Scottsbluff, Nebraska ~~had~~ commissioned Thomas P. Miller and Associates, (“TPMA”), with the support of Foote Consulting Group, LLC, to complete ~~the Plan a~~ Regional Economic Development Strategic Plan (the “Plan”) for a comprehensive view of ~~this issue to focus on ineconomic development for~~ the Scotts Bluff County regional area and then develop a strategic plan; ~~and.~~

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~~WHEREAS, Thomas P. Miller and Associates~~ b. TPMA has issued the Plan ~~for the communities in and has~~ Scotts Bluff County, Nebraska ~~and have~~ issued recommendations

for working jointly with all municipal entities to realize success in regard to the Plan. Since the issuance of the Plan, a determination has been made to expand the scope of the regional area beyond Scotts Bluff County, to include other interested parties within the Nebraska Panhandle.

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

~~1. TERM. The Term of this Agreement shall continue unless terminated as hereinafter provided.~~

~~2. PURPOSE. c. The political subdivisions who are parties to this Agreement (the "Members") desire to enter into this agreement pursuant to the Nebraska Interlocal Cooperation Act (the "Act"), for the purposes of (i) carrying out the recommendations of the Plan in a cost effective and efficient manner, and (ii) to evaluate and make recommendations concerning opportunities for cooperation with respect to economic development in the region.~~

Agreement:

1. Membership and Duration: Members may become members of WNED by (a) resolution of a Member's governing board, (b) delivering a signature page to this Agreement to the Administrator (as provided for below), and (c) paying the Annual Dues (as provided for below). Members may withdraw from membership as provided for below. However, once a Member has withdrawn its membership, it may not become a member at a future date without the approval of a majority of the Committee (as provided for below). This Agreement shall continue until (i) terminated by agreement of all Members at the time of the termination or (ii) there is only one remaining Member. "Exhibit A" shall be revised by the Administrator from time to time to reflect the then-current membership as new Members become members or existing Members withdraw as members.

2. Purpose: The purpose of this Agreement is to provide for a means to engage in a cooperative funding and effort to realize economic development success through cooperative efforts of the municipalities involved for the Members and to jointly use the resources available for all municipalitiesMembers to attract industry, commercial ventures, and potential employers to the Scotts Bluff County regional arearegion covered by the Members.

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~~3. ASSETS ACQUIRED. There will be no assets or property acquired pursuant to this Agreement. However, if the Committee, as defined later in this Agreement, recommends and the administrator, as defined later in this Agreement, decide to make an exception to the provisions prior to the acquisition of assets or property funded by assessments of the participants, then those assets and property shall be disposed of by the participants in equal percentages according to the number of municipalities who have entered into this Agreement. Any property~~

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~~or other assets acquired pursuant to this Agreement from funds other than those assessed for the participants will be held and disposed of in the same manner.~~

~~3. ——— 4. ———~~ ~~MANAGEMENT/COMMITTEE. This joint effort~~ **Property:** All real and personal property (“Property”) contributed to or acquired by WNEC shall be the property of WNEC. In the event that there is any Property owned by WNEC at the time that this Agreement is terminated, that Property shall be divided equally between the Members at the time of the termination. However, the Committee may, at any time, recognize unequal contributions from the Members for the acquisition of certain Property, and determine with respect to any such Property that any such distribution of that Property will be based on the actual percentage of contributions from each Member for that Property.

~~4. Management: WNEC shall be administered by a joint committee. The committee shall be known as the “Western Nebraska Economic Development Committee” made up of representatives of the Members (the “Committee”). The governing bodies of Scotts Bluff County, the City of Scottsbluff, City of Gering, City of Terrytown, City of Mitchell, City of Minatare, Village of Morrill, City of Kimball may at least 500 residents as determined by the most recent federal census shall be entitled to appoint one representative as a member-member of the Committee. All other Members may join together and appoint one member of the Committee. Each Member shall name their member of the Committee and may appoint along with one or more alternates to serve in the event that the primary member cannot attend the Committee meeting in the place of their representative. The remaining entities consisting of the Village of Lyman, Village of McGrew and the Village of Melbeta may collectively appoint one representative and one or more alternates. Each representative or alternate shall be entitled to one vote on all matters presented before the Committee. The representatives or alternate on the Committee shall be appointed to one term by their respective governing body. Any representative or alternate may be appointed to succeed himself or herself on the Committee for additional terms. Representatives and alternates members shall have a term as determined by the appointing Member(s). Committee Members shall serve without compensation, but shall receive. The Committee may authorize reimbursement for actual, necessary expenses incurred or paid throughfor the budgetbenefit of the CommitteeWNEC.~~

The Committee shall elect a ~~chairperson~~ **Chairperson** and a ~~vice chairperson~~ **Vice-Chairperson** from among its ~~representatives members~~. The ~~vice chairperson~~ **Chairperson** shall preside at all meetings of the Committee. The ~~Vice-Chairperson~~ **Chairperson** shall act in the absence of the ~~chairperson~~ **Chairperson**. The Committee shall also elect a Secretary, who is not required to be a member of the Committee. The Committee shall meet at such time and place as specified by call of the chairperson or any four ~~representatives members~~. At least one meeting shall be held quarterly. A majority of ~~appointed representatives or alternates~~ **the Committee** shall constitute a quorum to conduct business at any meeting.

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~~5. COMMITTEE DUTIES. Committee Duties:~~ The Committee shall be responsible for ~~adopting and maintaining guidelines/rules of procedure~~ governing the actions of WNED and expenditures of money in regard to economic development projects ~~including. In addition to specific projects, this may include the funding of Twin Cities Development, the respective regional economic development organizations, Chambers of Commerce in each participant's jurisdiction, and the Panhandle Area Development Agency, and other economic development projects that will benefit the region within Scotts Bluff County, Nebraska. Draft.~~ The Committee shall also assist those municipal corporations which have an Economic Development Program pursuant to the Local Option Economic Development Act, with the implementation of such programs. In order to accomplish its responsibilities, the Committee may adopt and maintain guidelines and rules of procedure.

~~6. ADMINISTRATOR. Administrator:~~ The ~~administrator~~ Administrator of ~~this Agreement~~ WNED shall be an employee of the City of Scottsbluff, ~~Nebraska ("The Administrator may have duties assigned by the City of Scottsbluff"). The administrator shall be subject in addition to the rules and regulations of the Scottsbluff Personnel Department and it is entitled to the benefits of Scottsbluff serving as Administrator.~~ The duties ~~and responsibility~~ of the ~~administrator~~ Administrator shall include: (a) direction and management of the day-to-day operations of the Committee, hiring, replacement or removal of any employees subordinate to them, if any, (b) attending meetings of the Committee and provide, (c) providing opinion(s) on any matters submitted to the administrator either orally or in writing as may be required; Administrator by the Committee: (d) accounting for all funds received and dispersed by the Committee, (e) preparing an annual budget for submission to the Committee, and (f) assisting those municipal corporations which have an Economic Development Program pursuant to the Local Option Economic Development Act with the implementation of such programs, and (g) performing such other duties as may be required by the Committee.

~~7. EMPLOYEES. It is contemplated that neither the Committee nor the administrator will hire any employees to administer this Agreement.~~

~~7. FISCAL YEAR. Fiscal Year:~~ The committee shall adopt a fiscal year budget commencing October 1, and terminating on September 30 of each succeeding year.

~~8. CLAIMS. Claims:~~ All claims and expenditure of Committee funds through the Committee shall be processed by the Scottsbluff (following the recommendation of the Committee) as all claims are presently processed.

~~9. Financial Participation:~~ Each Member will contribute dues as determined by the Committee (the "Annual Dues"). The Annual Dues shall be paid at the time that a Member joins WNED and approved then again on or denied, or as the processing may be amended before October 1 of each year. Annual Dues may not be refunded. From time to time, the Committee may provide for additional assessments (each, an "Assessment") for specific projects. An Assessment shall be made based on a formula or other method as determined by the Committee.

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The participation in such projects and the payment of the related Assessment by a Member shall be voluntary, and shall not be a requirement of continued membership in WNED. The Committee may, however, provide that the Members who do not pay an Assessment shall not receive the benefit of the related project.

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~~10. FINANCIAL PARTICIPATION. To provide adequate financial support for the economic development activities of the Committee, each participant will annually contribute monies to the Committee. The amount will be determined using a formula based on the latest Federal census reflecting the participant's percentage of the total county population. Each participant's financial obligation will be due October 1st of year unless otherwise agreed. If a participant objects to their contribution share or fails to budget and contribute monies to the Committee, then that action will automatically terminate this Agreement as to that participant and any payments made toward the economic development activities of the Committee shall be forfeited.~~

~~11. TERMINATION. Any participant may terminate their participation in this Agreement as of September 30th of any year provided, however, written notice of such termination must be delivered to the other parties not less than one hundred eighty (180) days prior to the first day of October of that year. This procedure shall be in addition to all remedies available by law to all participants in the Committee. If any participant terminates its participation in the Committee, the Committee will not render any aid in regard to any economic development activities for that participant.~~

~~10. 12. INTERLOCAL COOPERATION ACT. Pursuant to the provisions of the Nebraska Termination: A Member may terminate its membership at any time by notifying the Administrator. The membership of any Member who fails to pay Annual Dues may be terminated by action of the Committee. In addition, the membership of a Member who commits to the payment of an Assessment, and then fails to pay the Assessment, may also be terminated by action of the Committee. WNED shall not be required to render assistance to terminated Member.~~

Interlocal Cooperation Act, and to: WNED is created pursuant to the Act. To the extent not specified in this Agreement, the parties further state as follows:

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~~No Members agree that no separate legal or administrative entity will be created pursuant to this Agreement. Existing agents of their respective participant will complete the terms of this Agreement.~~

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

~~Termination of this Agreement shall properly occur as provided herein.~~

~~11. The participants~~The Members acknowledge, ~~stipulate~~ and agree that this Agreement shall not relieve any public agency of any obligation or responsibility imposed upon it by law.

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~~12. 13. SEVERABILITY.~~Severability: The provisions of this Agreement shall be severable. If any of the provisions of this Agreement, or the application ~~thereof, of any provision~~ to any person, entity or circumstances, are held to be invalid, such invalidity shall not affect other provisions of or applications of this Agreement which can be given affect without the invalid provision or applications, ~~and to this provision of this Agreement are declared to be severable.~~

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~~14. NOTICE.~~Notices: All notices required or permitted under this agreement shall be in writing and shall be deemed given when ~~mailed~~(i) personally delivered, (ii) sent by electronic mail to the email address provided for on the Member's signature page, (iii) sent by nationally-recognized courier service with proof of delivery to the address provided for on the Member's signature page, or (iv) sent by registered or certified United States mail, return receipt requested, to the parties at their address as follows:

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~~13. IN WITNESS WHEREOF, the parties have hereunto set their official hands and seals, postage prepaid, to the address provided for on the Member's signature page. A Member may change its email address or mailing address by delivering to the Administrator a new signature page which contains the changed information. A notice shall be consider effective this~~ day of _____, 2015 upon receipt.

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“Exhibit A”
Western Nebraska Economic Development Members

City or Village of:

- Bayard
- Bridgeport
- Gering
- Gordon
- Kimball
- Mitchell
- Morrill
- Scottsbluff
- Sidney
- Terrytown

Scotts Bluff County_____

COUNTY OF SCOTTS BLUFF,

By:_____ By:_____

—Chairperson of the Board of Commissioners —County Clerk (SEAL)

CITY OF SCOTTSBLUFF,

Attest:

By:_____ _____

—Mayor City Clerk (SEAL)

~~CITY OF GERING,~~

Attest:

By: _____
____ Mayor

City Clerk (SEAL)

~~CITY OF TERRYTOWN,~~

Attest:

By: _____
____ Mayor

City Clerk (SEAL)

~~CITY OF MINATARE,~~

Attest:

By: _____
____ Mayor

City Clerk (SEAL)

~~CITY OF MITCHELL,~~

Attest:

By: _____
____ Mayor

City Clerk (SEAL)

~~CITY OF BRIDGEPORT,~~

Attest:

By: _____
____ Mayor

City Clerk (SEAL)

CITY OF BAYARD,

Attest:

By: _____

Mayor

City Clerk (SEAL)

CITY OF KIMBALL,

Attest:

By: _____

Mayor

City Clerk (SEAL)

VILLAGE OF MORRILL,

Attest:

By: _____

Mayor

Village Clerk (SEAL)

Signature Page
to
Western Nebraska Economic Development Interlocal Cooperation Agreement

City/Village/County of

By: _____ Attest: _____
Name: _____ Clerk
Title: _____

Mailing or Delivery Address:

Preferred Contact:

Phone No.:

Email address:

WESTERN NEBRASKA ECONOMIC DEVELOPMENT INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (this “Agreement”) is made between the political subdivisions identified on the attached “Exhibit A”. The entity created pursuant to this Agreement shall be known as Western Nebraska Economic Development (“WNED”).

Recitals:

a. The City of Scottsbluff, Nebraska commissioned Thomas P. Miller and Associates (“TPMA”), with the support of Foote Consulting Group, LLC, to complete a Regional Economic Development Strategic Plan (the “Plan”) for a comprehensive view of economic development for the Scotts Bluff County regional area and then develop a strategic plan.

b. TPMA has issued the Plan and has issued recommendations for working jointly with all municipal entities to realize success in regard to the Plan. Since the issuance of the Plan, a determination has been made to expand the scope of the regional area beyond Scotts Bluff County, to include other interested parties within the Nebraska Panhandle.

c. The political subdivisions who are parties to this Agreement (the “Members”) desire to enter into this agreement pursuant to the Nebraska Interlocal Cooperation Act (the “Act”), for the purposes of (i) carrying out the recommendations of the Plan in a cost effective and efficient manner, and (ii) to evaluate and make recommendations concerning opportunities for cooperation with respect to economic development in the region.

Agreement:

1. Membership and Duration: Members may become members of WNED by (a) resolution of a Member’s governing board, (b) delivering a signature page to this Agreement to the Administrator (as provided for below), and (c) paying the Annual Dues (as provided for below). Members may withdraw from membership as provided for below. However, once a Member has withdrawn its membership, it may not become a member at a future date without the approval of a majority of the Committee (as provided for below). This Agreement shall continue until (i) terminated by agreement of all Members at the time of the termination or (ii) there is only one remaining Member. “Exhibit A” shall be revised by the Administrator from time to time to reflect the then-current membership as new Members become members or existing Members withdraw as members.

2. Purpose: The purpose of this Agreement is to provide for a means to engage in a cooperative effort to realize economic development success for the Members and to jointly use the resources available for all Members to attract industry, commercial ventures, and potential employers to the region covered by the Members.

3. Property: All real and personal property (“Property”) contributed to or acquired by WNED shall be the property of WNED. In the event that there is any Property owned by WNED at the time that this Agreement is terminated, that Property shall be divided equally between the Members at the time of the termination. However, the Committee may, at any time, recognize unequal contributions from the Members for the acquisition of certain Property, and determine with respect to any such Property that any such distribution of that Property will be based on the actual percentage of contributions from each Member for that Property.

4. Management: WNED shall be administered by a committee made up of representatives of the Members (the “Committee”). Each Member with a population of at least 500 residents as determined by the most recent federal census shall be entitled to appoint one member of the Committee. All other Members may join together and appoint one member of the Committee. Each Member shall name their member of the Committee along with one or more alternates to serve in the event that the primary member cannot attend a meeting of the Committee. Committee members shall have a term as determined by the appointing Member(s). Committee Members shall serve without compensation. The Committee may authorize reimbursement for actual, necessary expenses incurred or paid for the benefit of WNED.

The Committee shall elect a Chairperson and a Vice-Chairperson from its members. The Chairperson shall preside at all meetings of the Committee. The Vice-Chairperson shall act in the absence of the Chairperson. The Committee shall also elect a Secretary, who is not required to be a member of the Committee. The Committee shall meet at such time and place as specified by call of the chairperson or any four members. At least one meeting shall be held quarterly. A majority of the Committee shall constitute a quorum to conduct business at any meeting.

5. Committee Duties: The Committee shall be responsible for governing the actions of WNED and expenditures of money in regard to economic development projects. In addition to specific projects, this may include the funding of regional economic development organizations, Chambers of Commerce and the Panhandle Area Development District. The Committee shall also assist those municipal corporations which have an Economic Development Program pursuant to the Local Option Economic Development Act, with the implementation of such programs. In order to accomplish its responsibilities, the Committee may adopt and maintain guidelines and rules of procedure.

6. Administrator: The “Administrator” of WNED shall be an employee of the City of Scottsbluff. The Administrator may have duties assigned by the City of Scottsbluff in addition to serving as Administrator. The duties of the Administrator shall include: (a) direction and management of the day-to-day operations of the Committee, (b) attending meetings of the Committee, (c) providing opinion(s) on any matters submitted to the Administrator by the Committee; (d) accounting for all funds received and dispersed by the Committee, (e) preparing an annual budget for submission to the Committee, and (f) assisting those municipal corporations which have an Economic Development Program pursuant to the Local Option Economic Development Act with the implementation of such programs, and (g) performing such other duties as may be required by the Committee.

7. **Fiscal Year:** The committee shall adopt a fiscal year budget commencing October 1 and terminating on September 30 of each succeeding year.

8. **Claims:** All claims and expenditure of Committee funds shall be processed by the Scottsbluff (following the recommendation of the Committee) as all claims are presently processed.

9. **Financial Participation:** Each Member will contribute dues as determined by the Committee (the "Annual Dues"). The Annual Dues shall be paid at the time that a Member joins WNED and then again on or before October 1 of each year. Annual Dues may not be refunded. From time to time, the Committee may provide for additional assessments (each, an "Assessment") for specific projects. An Assessment shall be made based on a formula or other method as determined by the Committee. The participation in such projects and the payment of the related Assessment by a Member shall be voluntary, and shall not be a requirement of continued membership in WNED. The Committee may, however, provide that the Members who do not pay an Assessment shall not receive the benefit of the related project.

10. **Termination:** A Member may terminate its membership at any time by notifying the Administrator. The membership of any Member who fails to pay Annual Dues may be terminated by action of the Committee. In addition, the membership of a Member who commits to the payment of an Assessment, and then fails to pay the Assessment, may also be terminated by action of the Committee. WNED shall not be required to render assistance to terminated Member.

11. **Interlocal Cooperation Act:** WNED is created pursuant to the Act. To the extent not specified in this Agreement, the Members agree that no separate legal or administrative entity will be created pursuant to this Agreement. The Members acknowledge and agree that this Agreement shall not relieve any public agency of any obligation or responsibility imposed upon it by law.

12. **Severability:** The provisions of this Agreement shall be severable. If any of the provisions of this Agreement, or the application of any provision to any person, entity or circumstances, are held to be invalid, such invalidity shall not affect other provisions of or applications of this Agreement which can be given affect without the invalid provision or applications.

13. **Notices:** All notices required or permitted under this agreement shall be in writing and shall be deemed given when (i) personally delivered, (ii) sent by electronic mail to the email address provided for on the Member's signature page, (iii) sent by nationally-recognized courier service with proof of delivery to the address provided for on the Member's signature page, or (iv) sent by registered or certified United States mail, return receipt requested, postage prepaid, to the address provided for on the Member's signature page. A Member may change its email

address or mailing address by delivering to the Administrator a new signature page which contains the changed information. A notice shall be consider effective upon receipt.

**“Exhibit A”
Western Nebraska Economic Development Members**

City or Village of:

Bayard
Bridgeport
Gering
Gordon
Kimball
Mitchell
Morrill
Scottsbluff
Sidney
Terrytown

Scotts Bluff County

Signature Page
to
Western Nebraska Economic Development Interlocal Cooperation Agreement

City/Village/County of _____

By: _____ Attest: _____
Name: _____ Clerk
Title: _____

Mailing or Delivery Address:

Preferred Contact:

Phone No.:

Email address:

City of Scottsbluff, Nebraska

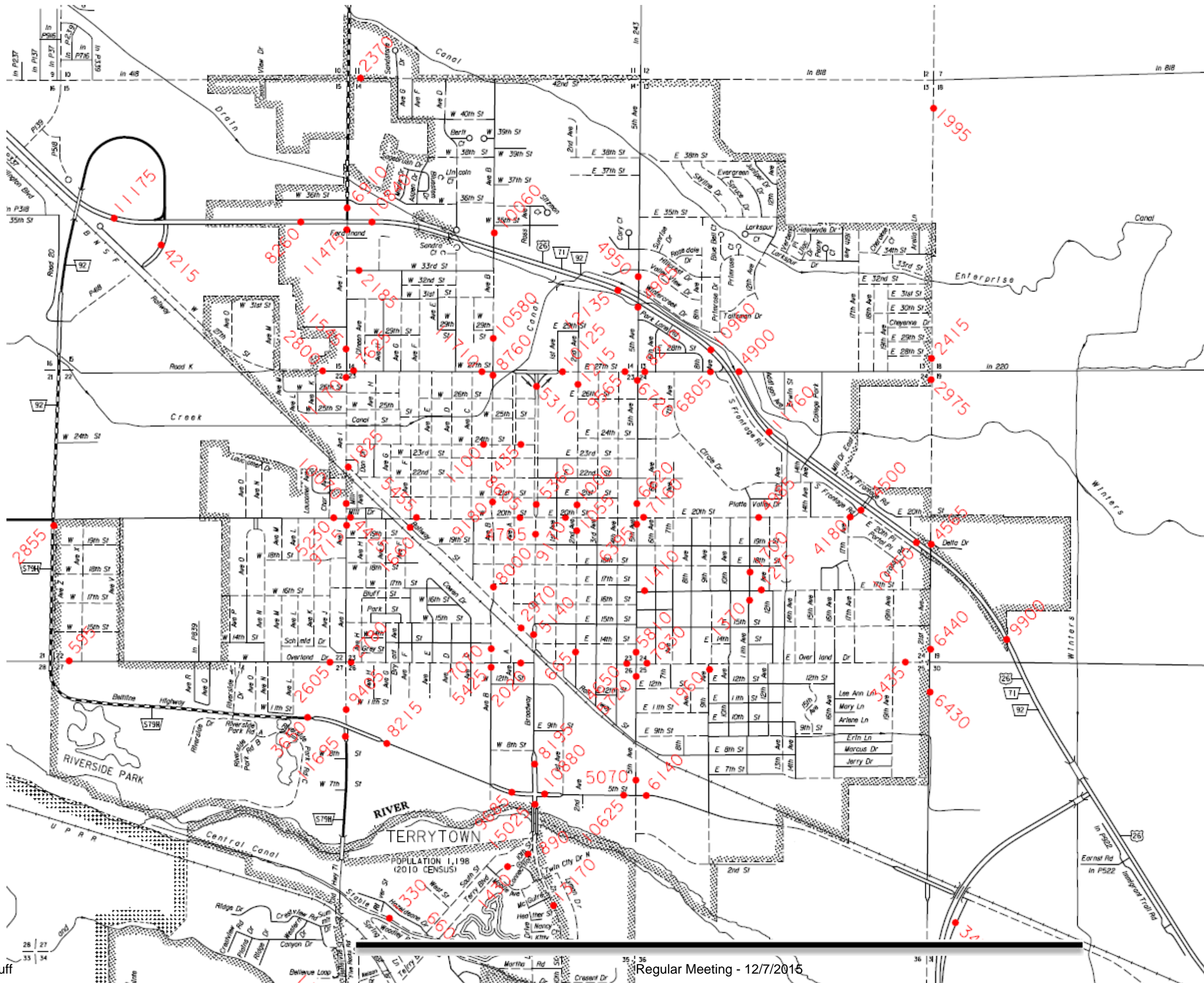
Monday, December 7, 2015

Regular Meeting

Item Reports4

Council discussion and instructions to staff regarding implementation of LB 357 referendum ballot question.

Staff Contact: Rick Kuckkahn, City Manager



Nathan Johnson

From: Mark Bohl
Sent: Wednesday, December 02, 2015 12:50 PM
To: Rick Kuckkahn; Nathan Johnson
Subject: Street Projects

As requested I have listed a number of streets that are in need of an overlay or remove and replace. They are in no particular order but are listed below.

- 1) East Overland from 1st avenue east to 21st street
- 2) West Overland from Broadway west to Beltline Highway
- 3) Avenue B from west Overland north to Highway 26
- 4) 20th Street from Cleveland Field East to Highway 26
- 5) 42nd Street from Highway 71 (Avenue I) east to 5th Avenue
- 6) Frontage Road from 27th to 20th Street
- 7) West 27th from Avenue I west to City limits
- 8) Railway from Broadway to 20th Street
- 9) South Beltline Highway from Broadway east to the east city Limits
- 10) Avenue A from 27th street south to Railway

Again, These are in no preference order but a list of Streets that really need to have work done whether it be an overlay or remove and replace as I mentioned earlier. I hope this helps and If I can get you anymore information just let me know.

Rick Kuckkahn

From: Howard Olsen <HOlsen@simmonsolsen.com>
Sent: Thursday, December 03, 2015 4:08 PM
To: Rick Kuckkahn; Nathan Johnson
Cc: Kent Hadenfeldt; Rick Ediger
Subject: LB357 simplified

Rick and Nathan:

An additional ½cent on retail sales.

Approval of 70% of council(4).

Approval by voters at a primary or general election.

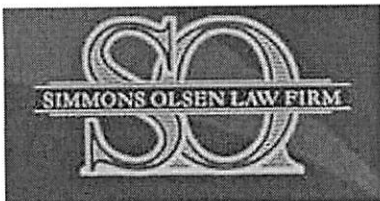
Not more than a year before ballot submission must have in place an Inter-local agreement with another political subdivision (county for 42nd as an example, CRA as another example). It must create a separate administrative entity which relates to a public infrastructure project.

Expires no longer than 10 years or bond expiration whichever is longer.

Ballot language: Shall the governing body of the City of SB impose a sales and use tax upon the same transactions within the City of SB on which the State of Ne is authorized to impose a tax? The question must also include a list of reductions or limitations for any other taxes, if any; a description of the infrastructure projects to be funded; the length of time imposed.

Questions, call. H

Howard P. Olsen
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1502 2nd Avenue
Scottsbluff, NE 69361
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(308) 635-0907 (Fax)
Email: holsen@simmonsolsen.com
Website: <http://www.simmonsolsen.com>



City of Scottsbluff, Nebraska

Monday, December 7, 2015

Regular Meeting

Item Resolut.1

Council to consider a Resolution accepting the 2015 Local Emergency Operations Plan.

Minutes: The plan we currently operate under is located at:

**<http://www.scottsbluffcounty.org/emergency-management/emergency-management.html>. Scroll to
the bottom of the page to find the plans.**

Staff Contact: Rick Kuckkahn, City Manager

R E S O L U T I O N – C I T Y O F S C O T T S B L U F F

Council Member _____ offers the following resolution and moves its adoption, seconded by Council member _____:

RESOLVE: That in order to provide for a coordinated response to a disaster or emergency in Scotts Bluff County, the City of Scottsbluff and other cities and villages in Scotts Bluff County, the Scottsbluff City Council deems it advisable and in the best interests of the community and the County to approve the attached Scotts Bluff County Local Emergency Operations Plan. Acceptance of this 2015 Local Emergency Operations Plan supersedes all previous approved Scotts Bluff County Local Emergency Operations Plans.

PASSED AND APPROVED THIS ____ DAY OF _____, 2015.

Mayor, City of Scottsbluff

ATTEST:

City Clerk

City of Scottsbluff, Nebraska

Monday, December 7, 2015

Regular Meeting

Item Resolut.2

Council to consider approval of the Certification and Resolution appointing Philip Mark Bohl as the City of Scottsbluff Street Superintendent.

Staff Contact: Rick Kuckkahn, City Manager

RESOLUTION NO. _____

WHEREAS, the State of Nebraska, through the Nebraska Department of Roads (“NDOR”) requires a licensed Street Superintendent be named each year for municipalities within the State of Nebraska; and

WHEREAS, the City of Scottsbluff (“City”) has an employee, Philip Mark Bohl, who is a licensed Street Superintendent; and

WHEREAS, the City has appointed and Philip Mark Bohl has agreed to be the City’s Street Superintendent for the 2016 calendar year.

NOW, THEREFORE, BE IT RESOLVED by the City Council and Mayor of the City of Scottsbluff, Nebraska that Mark Bohl, Nebraska Street Superintendent #1103 is appointed as the Street Superintendent for the City of Scottsbluff.

This Resolution shall become effective upon its passage and approval.

PASSED and APPROVED on December 7, 2015.

Mayor

ATTEST:

City Clerk

City of Scottsbluff, Nebraska

Monday, December 7, 2015

Regular Meeting

Item Resolut.3

Council to consider an Ordinance text change regarding the snow removal policy.

Staff Contact: Rick Kuckkahn, City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA AMENDING THE MUNICIPAL CODE TO REVISE §20-6-20 DEALING WITH THE REMOVAL OF SNOW FOLLOWING A SNOWFALL ON SIDEWALKS THAT ARE CONTIGUOUS TO LOTS AND PROPERTY, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

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

Section 1. Chapter 20, Article 6 of the Scottsbluff Municipal Code is amended by repealing the existing language and substituting the following language:

20-6-20. Snow, ice, mud; removal; nuisance.
It shall be unlawful for the occupant of any lot or the owner of any vacant lot within the City to suffer or permit snow, sleet, ice, mud, slush or other substance to accumulate or remain on the sidewalks contiguous to the lot, or to permit any hardened trodden snow, sleet, ice, mud, slush or other substance to remain upon such sidewalk. Such sidewalk shall be cleaned and cleared from such substances by noon (12:00 p.m.) the day following the end of any snowfall. Any snow, sleet, ice, mud, slush or other substance which remains on a sidewalk contrary to the provisions of this section is declared to be a public nuisance.”

Section 2. Previously existing Sections 20-6-20 and all other ordinances and parts of ordinances in conflict herewith are repealed. Provided, however, this Ordinance shall not be construed to effect any rights, liabilities, duties or causes of action, either criminal or civil, existing or actions pending at the time when this Ordinance becomes effective.

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

PASSED AND APPROVED on _____, 2015.

Attest: _____ Mayor

City Clerk (Seal)

Approved as to form:

City Attorney

City of Scottsbluff, Nebraska

Monday, December 7, 2015

Regular Meeting

Item Resolut.4

Council to consider an Ordinance text change regarding the Airport Overlay District.

Staff Contact: Annie Folck, City Planner

Agenda Statement

Item No.

For meeting of: December 7, 2015

AGENDA TITLE: Council to consider an ordinance text change in the Airport Overlay District

SUBMITTED BY DEPARTMENT/ORGANIZATION: Planning and Zoning

PRESENTATION BY:

SUMMARY EXPLANATION: As a result of the passage of LB 140 in 2013, the Neb. Revised Statute §3-301 et seq., was amended, changing the requirements regarding airport zoning. The Scotts Bluff County Airport asked us to make the required changes to our Airport Overlay zoning requirements. The changes included adding definitions, some changed terminology, and referencing a zoning map that shows the boundaries, approach zones, operations zone, transition zones, and turning zones of the airport (see attached map).

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

STAFF RECOMMENDATION: Recommend approval of the 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

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA DEALING WITH AIRPORT ZONING REGULATIONS, REPEALING THE PRIOR ARTICLE AT CHAPTER 25, ARTICLE 23 OF THE SCOTTSBLUFF MUNICIPAL CODE AND REPLACING THE ENTIRE ARTICLE, REPEALING ALL PRIOR ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

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

Section 1. Chapter 25, Article 23 of the Scottsbluff Municipal Code is amended by repealing the existing language and substituting the following language:

**“ARTICLE 23
AIRPORT ZONING OVERLAY AREA**

Section

25-23-1	Purpose.
25-23-2	Definitions.
25-23-3	Adoption of Western Nebraska Regional Airport, Airport Layout Plan.
25-23-4	Airport Hazard Area Description.
25-23-5	Zone Descriptions.
25-23-6	Height Restrictions.
25-23-7	Use Regulations.
25-23-8	Non-Conforming Uses.
25-23-9	Administration and Enforcement of Article.
25-23-10	Permit; Required and Exceptions.
25-23-11	Appeals.

25-23-1. Purpose.

This Article shall be known as airport zoning regulations. These regulations are intended to provide for the safe operation of aircraft into and out of Western Nebraska Regional Airport, William G. Heilig Field.

25-23-2. Definitions.

The following definitions shall be used for terms contained in this article that are not otherwise defined.

Airport. Western Nebraska Regional Airport, William G. Heilig Field, Scottsbluff, Nebraska.

Airport Elevation. William G. Heilig: 3,944 feet MSL.

Airport Encroachment. Any structure, tree or use of land which obstructs the airspace required for the flight of aircraft in landing or taking off at Western Nebraska Regional Airport, William G. Heilig Field, or is otherwise hazardous to the operation of aircraft.

Airport Encroachment Area. Any area of land or water upon which an airport hazard might be established if not prevented by this Article.

Departure Limit. The horizontal line perpendicular to the runway center line, established as the beginning of the usable takeoff runway.

Landing Area. The area of the airport intended for use for the landing, taking off or taxiing of aircraft.

Landing Threshold. A horizontal line, perpendicular to the runway center line, established as the beginning of the usable landing runway.

Mean Sea Level. The United States Coast and Geodetic Survey zero datum plane, abbreviated "MSL".

Non-conforming Use. Any structure, tree or use of land which does not conform to the requirements of this Article, or an amendment thereto, as of the effective date of this Article or amendment.

Person. Any individual, firm, partnership, corporation, company, association, joint stock association, or body politic, and includes any trustee, receiver, assignee or other similar representatives thereof.

Runway. That portion of the landing area intended for the landing and/or taking off of aircraft.

Structure. Any object constructed or installed by man, including, but without limitation, buildings, towers, smokestacks, and overhead transmission lines.

Tree. Any object of natural growth, except farm crops which are cut at least once a year, and except shrubs, bushes or plants which do not grow to a height of more than five feet.

Zoning Reference Point. The point of intersection of the center line of William B. Heilig Field, Runway 12/30 with the center line of William B. Heilig Field, Runway 5/23.

Locations and Borders. Vicinity of the airport located in Sections 16, 17, 20 and 21, Township 22, Range 54, Scotts Bluff County, Nebraska.

Electrical Facility. Electrical facility means an overhead electrical line, including, poles or other supporting structures, owned or operated by an electric supplier as defined in Neb. Rev. Stat. §70-1001.01, for the transmission or distribution of electrical power to the electric supplier's customers.

Existing Runway. Existing runway means an instrument runway or a visual runway that is paved or made fo turf that has been constructed or is under construction.

Proposed Runway. Proposed runway means an instrument runway or a visual runway that has not been constructed and is not under construction, but that is depicted on the airport layout plan that has been conditionally or unconditionally approved by, or has been submitted for approval to the Federal Aviation Administration.

Political Subdivision. Political subdivision means any municipality, city, village, or county.

25-23-3. Adoption of Western Nebraska Regional Airport, Airport Layout Plan.

In order to define the dimensions of the zones established by these regulations, the City of Scottsbluff hereby adopts the Airport Project No. 3-31-0072-22, Airport Layout Plan, dated May 16, 1994. All subsequent adopted Airport Layout Plans are incorporated by reference.

25-23-4. Airport Hazard Area Description.

The Airport Hazard Area shall consist of Operation Zones, Approach Zones, Turning Zones and Transition Zones as described in this article.

25-23-5 Zone Description

1. The **Operation Zones** are longitudinally centered on each existing or proposed runway.

A. **Length.** For existing and proposed paved runways, the operation zones begin and end 200 feet beyond the end of each runway. For existing and proposed turf runways, the operation zones begin and end at the runway ends.

B. **Width.** For existing and proposed instrument runways, the operation zones are 1,000 feet wide, with 500 feet on either side of the runway centerline. For all other existing and proposed runways, the operation zones are 500 feet wide, with two hundred fifty feet on either side of the runway centerline.

C. **Height.** The height limit of the operation zones is the same as the height of the nearest point on an existing or proposed runway or the surface of the ground, whichever is higher.

2. The **Approach Zones** extend from the end of each operation zone and are centered along the extended runway centerlines. An approach zones' dimensions are as follows:

A. Instrument Runways.

- I. **Length and Width.** The approach zone extends ten miles from the operation zone, measured along the extended runway centerline. The approach zone is one thousand (1,000) feet wide at the end of the nearest runway (i.e. adjacent to the operation zone) and expands uniformly to sixteen thousand eight hundred forty (16,840) feet wide at the farthest end of the zone (i.e. ten miles (10) from the operation zone).
- ii. **Height Limit.** The height limit of an approach zone begins at the elevation of the runway end for which it is the approach and rises one foot vertically for every fifty feet horizontally (50:1), except that the height limit shall not exceed one hundred fifty (150) feet above the nearest existing or proposed runway end elevation within three (3) miles of the end of the operation zone at the runway end. At three (3) miles from said operation zone, the height limit resumes sloping one foot vertically for every fifty feet horizontally (50:1) and continues to the ten (10) mile limit.

B. Visual Runways.

- I. **Length and Width.** An approach zone extends from the operation zone to the limits of the turning zone, measured along the extended runway centerline. The approach zone is five hundred (500) feet wide at the end of the zone nearest the runway (i.e. adjacent to the operation zone) and expands uniformly so that at a point on the extended runway centerline three (3) miles from the operation zone, the approach zone is three thousand seven hundred feet wide.
 - ii. **Height.** The highest limit of an approach zone begins at the elevation of the runway and for which it is the approach and rises one foot vertically for every fourth (40) feet horizontally, except that the height limit shall not exceed one hundred fifty (150) feet above the nearest existing or proposed runway and elevation within three miles of the end of the operation zone at the runway end.
3. The **Transition Zones** extend outward at a right angle to the runway centerline and upward at a rate of one foot vertically for every seven feet horizontally (7:1). The height limit of a transition zone begins at the height limit of the adjacent approach zone or operation zone and ends at a height of one hundred fifty (150) feet above the highest elevation on the existing or proposed runway.
 4. The **Turning Zones** are located at a distance of three miles (3) radius from the corners of the operational zone and each runway and conceding adjacent arcs with tangent lines, excluding any area within the operation zone, approach zone or transition zone. The height limit of the turning zone is one hundred fifty feet above the highest elevation on the existing or proposed runway.

25-23-6 Height Restrictions.

No building, transmission line, pole, tower, chimney, wires, or other structure or appurtenance of any kind or character shall hereafter be erected, constructed, repaired or established, nor shall any tree or other object of natural growth be allowed to grow, above the heights described in Section 25-23-5.

25-23-7 Use Regulations.

Notwithstanding any other provision of this article, no use may be made of any land within any runway area zone, approach-departure zone, horizontal zone, conical zone, or transition zone in any manner as to create electrical interference with the radio or radar communication or navigation aids between the airport and aircraft; make it difficult for air crews to distinguish between airport lights and others; result in glare in the eye of air crews using the airport, impair visibility in the vicinity of the airport; or otherwise endanger the landing, taking off or maneuvering of a aircraft within the zones in this article.

25-23-8 Non-conforming Uses.

1. Continuation of Lawful Non-conforming Uses. Any land use lawfully existing on the effective date of this article may continue, subject to the provisions of this section.
2. Enlarging Degree of Non-conformance. No non-conforming structure or tree shall be built, replaced, altered, replanted or allowed to grow to a height that increases the degree of non-conformance or that violates the height limits established by this article.
3. Damage or Destruction. (a) Should a structure occupied by a lawful non-conforming use be damaged to the extent that the cost of restoration exceeds 50 percent of the replacement cost of the structure, the non-conforming use shall no longer be permitted; (b) Any non-conforming tree which has been damaged or decayed to the extent of 50 percent or more shall be removed.
4. Abandonment. If any structure or property containing a lawful non-conforming use becomes vacant or unused for a continuous period of six months or longer, any subsequent use must conform to all airport zoning regulations.
5. Unlawful non-conforming Uses. These provisions shall not be interpreted as authorization for or approval of the continuation of any structure, use or tree in violation of any zoning regulations in effect on or before the effective date of this article.

25-23-9 Administration and Enforcement of Article.

Enforcement by Appropriate Subdivision. The location of various encroachment areas is within the City of Scottsbluff. It shall be the duty of the City of Scottsbluff Development Services Department ("Development Services Department") to enforce this article, and the Development Services Department is appointed the "administrative agency" provided for in R.R.S., 1943, §3-319. The Development Services Department shall have all the powers and perform all duties as provided by the Airport Zoning Act.

25-23-10 Permit; Required and Exceptions.

1. Permit Required. It shall hereafter be unlawful to erect, construct, reconstruct, repair, or establish any building, transmission line, pole, tower, chimney, wires, or any other structure or appurtenance within the Hazard Area without first obtaining a permit from the Development Services Department upon a form furnished by it. Any application shall be promptly considered and granted or denied. Applications for action by the Board of Adjustment shall be transmitted in accordance with the applicable provisions of the Airport Zoning Regulations, appropriate City and/or County Ordinances, and/or State Law. It shall also be unlawful to plant or replant any tree or other object of natural growth without the necessary permit.
2. Permit Exceptions. Within the outer area of the Approach Zones and within the Turning Zones, no permit shall be required for any construction or planting that is not higher than seventy-five (75) feet above the nearest existing or proposed runway end.

The repair, reconstruction, or replacement of non-conforming electric facilities will be permitted in compliance with neb. Rev. Stat. §3-311(3).

3. Location Sketch and Zoning Map. The boundaries, Approach Zones, Operations Zone, Transition Zones, and Turning Zones of the airport are indicated on the Zoning Map that accompanies and is made a part of this article by reference. A copy of the airport hazard area zoning regulations shall at all times be on file in the office of the Airport Director located at Western Nebraska Regional Airport.

Section 25-23-11 Appeals.

1. Designation of Board of Adjustment. The City of Scottsbluff Board of Adjustment shall be the Board of Adjustment with respect to this article, and shall have and exercise the powers conferred by R.R.S. 1943, §3-320, and such other powers and duties as are conferred and imposed by law. Any person aggrieved or affected by any decisions or

actions made in administration of this article may appeal such decision or action to the Board of Adjustment. Any appeal taken pursuant to this article shall be by the procedure established by law.

2. Powers of the Zoning Board of Adjustment. The City of Scottsbluff's Board of Adjustment shall have the following powers:
 - (1) To hear and decide appeals from any order, requirement or decision made by the Development Services Department in the enforcement of this article.
 - (2) To hear and decide any special exemptions to the terms of this article which the Board of Adjustment may be required to pass under this article.
 - (3) To hear and decide specific variances under R.R.S. 1943, §3-312.
3. Appeal from the decisions of Board of Adjustment. Any person aggrieved or affected by a decision of the Board of Adjustment may appeal to the District Court for Scotts Bluff County, Nebraska, in the manner provided in R.R.S. 1943, §3-324 et seq.

Section 2. Previously existing Sections 25-23-1 through 25-23-9 and all other ordinances and parts of ordinances in conflict herewith are repealed. Provided, however, this Ordinance shall not be construed to effect any rights, liabilities, duties or causes of action, either criminal or civil, existing or actions pending at the time when this Ordinance becomes effective.

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

PASSED AND APPROVED on _____, 2015.

Attest:

Mayor

City Clerk (Seal)

Approved as to form:

City Attorney

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**Planning Commission Minutes
Regular Scheduled Meeting
November 23, 2015
Scottsbluff, Nebraska**

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The Planning Commission of the City of Scottsbluff, Nebraska met in a regular scheduled meeting on Monday, November 23, 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 November 13, 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.

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ITEM 1: Chairman, Becky Estrada called the meeting to order. Roll call consisted of the following members: Anita Chadwick, David Gompert, Jim Zitterkopf, Henry Huber, Dana Weber, Linda Redfern, and Becky Estrada. Absent: Callan Wayman, Mark Westphal, & Angie Aguallo. City officials present: 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 October 12, 2015 were reviewed and approved. A motion was made to accept the minutes by Gompert, and seconded by Huber. **"YEAS"**: Huber, Gompert, Chadwick, Zitterkopf, and Estrada. **"NAYS"**: None. **ABSTAIN**: Redfern, & Weber. None. **ABSENT**: Wayman, Westphal, and Aguallo. Motion carried.

ITEM 7A: Annie Folck, City Planner, addressed the Planning Commission regarding recent updates for the Comprehensive Development Plan. The City continues to gather input from the public on the Comprehensive Plan, the online surveys will be open until Monday, November 30th. This has been a great way to obtain public feedback, with over 175 responses collected so far. When the survey is closed, those comments as well as the information collected at the open houses will be compiled to draft the parts of the Comp plan referring to overall community vision, parks and recreation, and transportation.

In the meantime, staff has been drafting chapters on utilities and land use. The City's options and opportunities in these two areas are dependent on existing conditions and physical limitations, which are explained in the draft chapters. While we may add some of the community comments into these chapters later on, for the most part, these chapters will explain existing conditions and outline the options that the City has for encouraging growth

ITEM 7B: The Planning Commission opened a public hearing for a proposed text amendment change to Article 23 Airport Zoning Overlay area. With the passage of LB 140, 2013, Neb. Revised Statute, §3-301 et seq., was amended, changing the requirements regarding Airport Zoning. The Scotts Bluff County Airport asked us to make the required changes on our Airport Overlay zoning requirements.

57 Changes include - Under 25-23-2. Definitions, four definitions were added, Electrical Facility, Existing
58 Runway, Proposed Runway and Political Subdivision, the definition of Runway was also changed.
59 Section 25-3-4. Airport Encroachment Area was changed to Airport Hazard Area Description with a
60 definition of the different zones within the area.
61 Section 25-23-5 Height Limits was changed to Zone Description. With descriptions of the Operation
62 zones and Approach Zones, these zones describe length, width & height for operation zones, length,
63 width & height limit for instrument runways & visual runways. The Transition and Turning zones are
64 defined separately. These changes combined and cleaned up the previous language.
65 Section 25-3-6. Is now Height Restrictions.
66 Section 25-23-7 Use Regulations. Language is the same. (section numbers realigned with the change &
67 addition of 25-23-6)
68 Section 25-23-8 Non-Conforming Uses. Language is the same.
69 Section 25-23-9 Administration & Enforcement of Article language was reworded and the Development
70 Services Department will still be in charge of enforcing this article.
71 Section 25-23-10. Permit; Required & Exceptions. New language this information describes permits
72 needed with requirements and the permit exceptions.
73 Section 25-23-11. Appeals. This language remains the same.

74
75 Attached is the ordinance along with highlighted areas noting the proposed changes.

76
77 **Conclusion:** A motion was made by Weber and seconded by Zitterkopf to approve the ordinance
78 amendment change to the Airport Zoning Overlay Area. **"YEAS"**: Huber, Zitterkopf, Chadwick,
79 Gompert, Redfern, and Estrada. **"NAYS"**: None. **ABSTAIN**: None. **ABSENT**: Aguillo, Westphal, &
80 Wayman. Motion carried.

81
82 **ITEM 8: Unfinished Business:** None.

83
84 There being no further business, a motion to adjourn was made by Weber and seconded by Chadwick.
85 The meeting was adjourned at 6:40 p.m. **"YEAS"**: Gompert, Zitterkopf, Chadwick, Huber, Redfern, and
86 Estrada. **"NAYS"**: None. **ABSTAIN**: None. **ABSENT**: Wayman, Westphal, and Aguillo. Motion carried.

87
88 _____
89 Becky Estrada, Chairperson

90
91 Attest: _____
92 Annie Folck

City of Scottsbluff, Nebraska

Monday, December 7, 2015

Regular Meeting

Item Resolut.5

Council to consider an Ordinance text change regarding placement of alleys in commercial zones (third reading).

Staff Contact: Annie Folck, City Planner

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)

City of Scottsbluff, Nebraska

Monday, December 7, 2015

Regular Meeting

Item Resolut.6

Council to consider an Ordinance amending the utility rates (third reading).

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, December 7, 2015
Regular Meeting

Item Exec1

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

Staff Contact: City Council