

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

**Regular Meeting**  
**January 19, 2016**  
**6:00 PM**

1. Roll Call
2. Pledge of Allegiance.
3. **For public information, a copy of the Nebraska Open Meetings Act is available for review.**
4. Notice of changes in the agenda by the city clerk (Additions may not be made to this agenda less than 24 hours before the beginning of the meeting unless added under Item 5 of this agenda.)
5. Citizens with business not scheduled on the agenda (As required by state law, no matter may be considered under this item unless council determines that the matter requires emergency action.)
6. Consent Calendar (Items in the consent calendar are proposed for adoption by one action for all items unless any member of the council requests that an item be considered separately.):
  - a) Approve the minutes of the January 4, 2016 Regular Meeting.
  - b) Council to approve the specifications for a new refuse truck for Environmental Services and authorize the City Clerk to advertise for bids to be received by February 8, 2016 at 1:00 p.m.
  - c) Set a Public Hearing for February 1, 2016 at 6:05 p.m. to consider the Rezone of Lots 1 & 2, Tract B&C, Blk. 10, Five Oaks Subdivision, Scotts Bluff County, NE, from Agricultural to Office and Professional.
  - d) Council to set a public hearing for February 1, 2016 at 6:05 p.m. to consider an Ordinance creating requirements for the placement of shipping containers.
7. Claims:
  - a) Regular claims
8. Petitions, Communications, Public Input:
  - a) Approve issuance of special designated liquor licenses for St. Agnes Church, 2314 3rd Ave., Scottsbluff, for events on February 12, February 26 and March 11, 2016.
  - b) Council to consider an agreement with the Splash Foundation and authorize the Mayor to execute the agreement.
    - i) Contract was not available at the time of publishing and will be made available as soon as possible.

- c) Council to consider an agreement with Panhandle Area Development District and authorize the Mayor to execute the agreement.
9. Reports from Staff, Boards & Commissions:
- a) Council to consider an agreement with Twin Cities Development for support of the eCenter and authorize the Mayor to execute the agreement.
  - b) Council to consider a Fee for Services Contract with Twin Cities Development and authorize the Mayor to execute the contract.
  - c) Council to consider approving a three-year lease agreement for the WING investigator vehicle in the amount of \$386.00 per month.
  - d) Council to consider approval of a Memorandum of Understanding with the TriCities Amateur Radio Club and authorize the Mayor to sign the agreement.
  - e) Council to consider an agreement with MC Schaff and Associates regarding the Platte Alliance Water Supply (PAWS) project and authorize the Mayor to execute the agreement.
  - f) Council to consider an inter-local agreement with the City of Terrytown for paint striping and authorize the Mayor to execute the agreement.
  - g) Council to consider an inter-local agreement with the City of Terrytown for street sweeping and authorize the Mayor to execute the agreement.
  - h) Council to receive a status report and update from Thomas P. Miller and Associates.
  - i) Council to consider a contract with Thomas P. Miller and Associates for Economic Development services and authorize the Mayor to execute the contract.
    - i) Contract was not available at the time of publishing and will be made available as soon as possible.
  - j) Presentation and discussion on LB357 and Community Redevelopment Authority to include Ballot Language and Inter-local Agreement.
10. Resolution & Ordinances:
- a) Council to consider an Ordinance establishing a Community Redevelopment Authority (second reading).
  - b) Council to consider a Resolution authorizing Assistant City Manager Johnson to sign closing documents for the purchase of the property located at 1303 East Overland.
  - c) Council to consider an Ordinance authorizing the sale of Lot 3A, Block 1, Second Immigrant Trail Subdivision, Scottsbluff, Scotts Bluff County, NE (second reading).
  - d) Council to consider an Ordinance dealing with utility rates (second reading).
11. Executive Session
- a) Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda.

12. Public Comments: The purpose of this agenda item is to allow for public comment of items for potential discussion at a future Council Meeting. Comments brought to the Council are for information only. The Council will not take any action on the item except for referring it to staff to address or placement on a future Council Agenda. This comment period will be limited to three (3) minutes per person
13. Council reports (informational only):
14. Scottsbluff Youth Council Representative report (informational only):
15. Adjournment.

**City of Scottsbluff, Nebraska**  
**Tuesday, January 19, 2016**  
**Regular Meeting**

**Item Consent1**

**Approve the minutes of the January 4, 2016 Regular Meeting.**

Staff Contact: Cindy Dickinson, City Clerk

The Scottsbluff City Council met in a regular meeting on Monday, January 4, 2016 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 December 31, 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 December 31, 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.

Vice President of the Council Raymond Gonzales presided and City Clerk Dickinson recorded the proceedings. The Pledge of Allegiance was recited. Vice President Gonzales 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. Vice President Gonzales 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: Raymond Gonzales, Jordan Colwell, Scott Shaver and Mark McCarthy. Absent: Randy Meininger. Vice President Gonzales asked if there were any changes to the agenda. There were none.

Vice President Gonzales 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.

Starr Lehl with the Nebraska Department of Economic Development presented the Nebraska Economic Development Certified Community designation to the City Council. This certification recognizes the City for completing their re-certification as an Economic Development Certified Community. The Nebraska Diplomats recognize that Scottsbluff is ready for Economic Development. Only 36 communities in the State of Nebraska earn this designation. A number of the Community Development Block Grants awarded to Scottsbluff have been based on the fact that our community is certified. This certification now goes through 2020. Vice President Gonzales expressed the Council's appreciation of the Nebraska Department of Economic Development and all they have done to benefit the City of Scottsbluff.

Moved by Council Member McCarthy, seconded by Council Member Colwell that,

1. The the minutes of the, December 21, 2015 Regular Meeting be approved.
2. The specifications for Two New Wide Area Rotary Mowers be approved and authorize the city clerk to advertise for bids to be received by January 26, 2016, 3:00 p.m. "“YEAS”", Gonzales, Colwell, and McCarthy, "“NAYS”" Shaver. Absent: Meininger.

Moved by Council Member Shaver, seconded by Council Member McCarthy, "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 January 4, 2016, as on file with the City Clerk and submitted to the City Council," "“YEAS”", Colwell, Gonzales, Shaver, and McCarthy, "“NAYS”" None. Absent: Meininger.

#### CLAIMS

AIRGAS USA, LLC,EQUIP MTNC,49.5; ALAMAR CORP,UNIFORM COATS, 6326.12; AMAZON.COM HEADQUARTERS,BKS & DEP SUP,324.53; AMERICAN CEMETERY, SUBSCRIPTION,49; ANITA'S GREENSCAPING INC,BID CNTRCL SRVCS,866.67; ANTHONY J MURPHY,NFA CLASS TRAVEL FEES FOR MURPHY,296.66; B & H INVESTMENTS, INC,DEPT SUPPLIES,54.5; BEEHIVE INDUSTRIES,LLC,GIS DEPT SUP,3000; BLUFFS SANITARY SUPPLY INC.,DEPT SUP,414.89; CARR- TRUMBULL LUMBER CO, INC.,DEPT SUP,267.97; CELLCO PARTNERSHIP,CELL PHONES,505.78; CHRIS REYES,DEPT SUPPL,180; CITIBANK N.A.,DEPT SUPPLIES,430.08; CITIBANK, N.A.,EQUIP MAINT,30.94; CLARK PRINTING LLC,DEPT SUPPL, 789; COMMUNITY HEALTH-RWMC,HEP B VAC. ABEL,127; CONSOLIDATED MANAGEMENT COMPANY,SCHOOLS & CONF,325.5; CONTRACTORS MATERIALS INC.,DEPT SUPP,336.43; COPIER CONNECTION,DEPT SUP & MNTNCE,170.95; CRESCENT ELECT. SUPPLY COMP INC,LAMPS FOR PED XING LIGHTS,208; CYNTHIA GREEN,DEPT SUPPL,207.12; DALE'S TIRE & RETREADING, INC.,EQUIPMENT MTNC,182; DANKO EMERGENCY EQUIPMENT COMPANY, MULTI GAS MONITOR,444; DIAMONDBACK ENGINEERING & SURVEYING, INC,UTILITY STUDY - LB840 FUNDS,18000; DUANE E. WOHLERS,DISPOSAL FEES,1250; ELLIOTT EQUIPMENT COMPANY INC.,DEPT SUPPLIES,61488; FASTENAL COMPANY,EQUIP MAINT,54.55; FAT BOYS TIRE AND AUTO,TIRES FOR PICKUP,3071.72; FERGUSON SIGNS, INC,DEPT SUPP,688; FREMONT AMERI-TECH EQUIPMENT COMPANY INC,PARTS FOR D. TRUCK - FLOW VALVE,612.27; FUN EXPRESS, LLC,SPECIAL EVENT,501.56; GENERAL ELECTRIC CAPITAL CORPORATION,DEPT SUPP,163.9; H D SUPPLY WATERWORKS LTD,METERS, 9317.76; HAWKINS,INC.,CHEMICALS,1701.15; HD SUPPLY FACILITIES MAINTENANCE LTD,DEPT SUP,885.79; HEARTLAND EXPRESSWAY ASSOCIATION, MEMBERSHIP, 5408.28; HEILBRUN'S INC.,VEH MAINT,1368.11; HYDROTEX PARTNERS, LTD,55 GAL 5W40 OIL FOR CENTRAL GARAGE,1474.34; ICMA RETIREMENT TRUST-457,DEF COMP,1325.14; IDEAL LAUNDRY AND CLEANERS, INC.,DEPT SUPP,500.52; INGRAM LIBRARY SERVICES INC,BKS ON CD,524.27; INTERNAL REVENUE SERVICE, WITHHOLDINGS,65113.17; J G ELLIOTT CO.INC.,STATE FEE - NOTARY BOND,30; JOHN DEERE FINANCIAL,UNIFORMS & CLOTHING,80.96; JOHN DEERE FINANCIAL,DEPT SUPP, 144.84; JOHN DEERE FINANCIAL,EQUIP MAINT,40.28; JOHNSON CORROSION ENGINEERING, INC,CONTRACTUAL SVC,9370; KRIZ-DAVIS COMPANY, DEPT SUP,12; LEAGUE ASSOCIATION OF RISK MANAGEMENT,VEHICLE INSURANCE,417.66; MAILFINANCE INC,LEASE, 148.76; MARIE'S EMBROIDERY,UNIFORMS,14.5; MATHESON TRI-GAS INC, EQUIPMENT MTNC,133.66; MATTHEW M. HUTT,PRE-EMPLOYMENT EVAL,450; MENARDS, INC,DEPT SUP,1645.34; MIDLANDS CONTRACTING, INC,FACILITY REPAIR, 20892; MIDLANDS NEWSPAPERS, INC,SUBSCRIPTION,149; MIDWEST CONNECT, LLC,DEPT SUPP,129.9; MIDWEST MACHINERY & SUPPLY CO,GUARD RAIL SUPPLIES - POSTS, BOLTS, 1562.94; MIRACLE RECREATION EQUIPMENT,EQUIP MAINT,1533.27; NE COLORADO CELLULAR, INC,CONTRACTUAL SVC,32.36; NEBRASKA SAFETY & FIRE EQUIPEMENT INC.,20 # ABC HYDRO RESPAIR,70; NEBRASKA FLOODPLAIN & STORMWATER MANAGERS ASSOC,MEMBERSHIPS,35; NEBRASKA MACHINERY CO,CUTTING EDGES FOR PLOWS, 2352.32; NEBRASKA PUBLIC POWER DISTRICT,ELECTRIC,19278.25; NEBRASKA SALT AND GRAIN CO,1 LOAD ICE SLICER,3153.53; NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF, DEPT SUPP, 4.82; PANHANDLE ENVIRONMENTAL SERVICES INC, SAMPLES,162; PANHANDLE HUMANE SOCIETY,CONTRACTUAL,5023.88; PLATTE VALLEY BANK,HSA,12035.53; POSTMASTER,POSTAGE,798.82; POWERPLAN,WIPER BLADE FOR

LOADER, 33.82; PROTEX CENTRAL, INC., CONTRACTUAL, 198; QUILL CORPORATION, JANIT & DEPT SUPPL, 340.59; REGIONAL CARE INC, CLAIM, 62629.03; RICHS WRECKING & SALVAGE, VEH MAINT, 250; RIVERSIDE ZOOLOGICAL FOUNDATION, CONTRACTUAL, 87500; ROOSEVELT PUBLIC POWER DISTRICT, ELECTRIC, 1943.8; S M E C, SMEC, 201; SAFETYLINE CONSULTANTS, INC, DEPT SUPPL, 31.4; SANDBERG IMPLEMENT, INC, EQUIP MAINT, 438.81; SCB CO CLERK, CONTRACT - AMBULANCE 2016, 10564.44; SCB COUNTY TREASURER, EQUIPMENT, 1888.42; SCOTTSBLUFF MOTOR CO, INC, LAMP FOR PICKUP, 129.2; SIMON CONTRACTORS, GRAVEL FOR DE-ICING, 70.29; SOURCE GAS, MONTHLY ENERGY FUEL, 4187.28; STATE HEALTH LAB, SAMPLES, 73; STATE OF NE., CONTRACTUAL, 210; STATE OF NEBR, MONTHLY LONG DISTANCE, 144.94; THE ABY MANUFACTURING GROUP, INC, UNIFORMS, 666.2; TOMMY'S JOHNNYS INC, CONTRACTUAL SERV, 2610; US BANK, 10 SENSORS FOR LCD MONITORS, 1690.11; WELLS FARGO BANK, N.A., RETIREMENT, 25089.58; WESTERN NE COMM COLLEGE, EMT CLASS FEES - MIKE GREEN, 500; ZM LUMBER INC, VEH MAINT, 124; REFUNDS: ADEEL BASHIR 75.52; WESLEY FAIRHEAD 10.82; JOHN THOMPSON 4.4; SHERRI EVERTON 51.46; TOM MOLINA 87.52.

Assistant City Manager Johnson presented the following bids received for a new truck for the Parks Department: Reganis \$27,898; Team \$30,869 and Fremont \$27,892. The CIP budgeted amount for this new truck is \$25,000.00, staff is recommending paying for the remaining amount out of the operating budget. Council Member Shaver asked about the reason for the low value of the trade-in truck. Mr. Johnson explained that it was a well-used 1999 truck. Moved by Council Member Colwell, seconded Council Member McCarthy, "to approve the bid in the amount of \$27,892.00 from Fremont Motors for a 2016 Ford F-250 truck for the Parks Department, with payment of \$25,000.00 from the Parks Capital Improvement Project budget and the remaining \$2,892.00 from the Parks Operating budget," "YEAS", Colwell, Gonzales, Shaver, and McCarthy, "NAYS" None. Absent: Meininger.

Cathy McDaniel, Executive Director of the Panhandle Humane Society, gave the Council a report on the activities of the Humane Society over the last quarter. They have been very successful with their fund raising events, which included a large donation enabling them to purchase a new crematory and new dog kennels. Through another donation, they have been able to enhance their spay and neuter program for cats. Their adoption program for dogs and cats has grown substantially, along with a very successful program transferring animals to area shelters for adoption. Ms. McDaniel expressed her appreciation of the financial assistance from the City of Scottsbluff. Police Chief Spencer explained the process of taking animals to the shelter, which is available 24/7. He also commented that the Police Department has a very good working relationship with the Panhandle Humane Society.

Jeff Kelley, Executive Director for Panhandle Area Development District (PADD), presented information to the Council regarding their program and funding sources, which are mainly from the Nebraska Economic Development Administration (EDA) and community memberships. Since PADD is an Economic Development District designated by EDA, local governments are eligible for public works grants. This grant source provided for two million dollars for the Harms Center and several regional public works projects. Mr. Kelley explained that one source of funding is the Economic Development Loan Fund which is available to members of PADD. They currently have \$450,000.00 available to loan to businesses to grow their companies.

Daniel Bennett with PADD is currently working with the City of Scottsbluff on the Comprehensive Development Plan, attending public meetings, drafting the plan and working on the Geographic Information System (GIS). In addition, PADD is working on a Brownfield inventory and grant income surveys.

Council Member McCarthy asked about the repayment of the Economic Development loans. Mr. Kelley explained that they have a very good record of repayments. The ED Plan is available to all 11 Counties in the Panhandle and the plan is on PADD's web site.

Marcia Schlichtemier, Scottsbluff Senior Center Board Member, read the mission statement of the Senior Center and explained the many activities they provide to seniors to fulfill their mission statement. Some of these include providing nutritious meals to seniors, including delivery to those who are unable to attend lunch at the center. They also provide health and wellness programs with blood pressure checks and flu shots. In addition, they have a wide variety of programs and entertainment activities. Council Member Shaver asked how they are doing financially. Ms. Schlichtemier explained that they are doing okay but still need assistance to prevent operating in the red.

Mr. Kuckkahn added that staff did solicit input from members of the Senior Center regarding the Comprehensive Plan, which will be incorporated into the plan.

Mr. Johnson presented the agreement with the Senior Center, highlighting the changes to the current agreement. The City owns the building where the Senior Center is located, the tenant doesn't pay rent, unless they fail to pay the required insurance expense, at which time the City can pay the insurance premiums which will then be repaid by the Senior Center in the form of rent. The City will also provide for maintenance expenses with the exception of plumbing or kitchen maintenance, which shall be divided between the City (40%) and the Aging Office of Western Nebraska (60%). Moved by Council Member Shaver, seconded by Council Member Gonzales, "to approve the lease agreement with the Scottsbluff Senior Center and authorize the Mayor to execute the agreement," "YEAS", Colwell, Gonzales, Shaver, and McCarthy, "NAYS" None. Absent: Meininger.

Tim Arlt, General Manager of Nebraska Public Power District, presented the letter of intent for the Solar Project. They will solicit bids, for developers, provide for the interconnection of the project to the electric distribution system and will enter into a "make-whole agreement" with the City when the agreement is developed.

Mr. Arlt explained that State Statute prohibits NPPD from leasing or selling the property owned by NPPD at 505 1<sup>st</sup> St. (the preferred project site) to a private business to produce and sell electricity. The City of Scottsbluff could own the land if they choose. Mr. Kuckkahn stated that he doesn't see any problem with the purchase of the property, if terms are reasonable, in order to accomplish a long term goal. Council Member Shaver asked if the City could then sell or lease the property to the developer. He would like to see the city helping with the project, not doing the project.

Mr. Arlt explained that the property would need to be sold for fair value. Council agreed it would be best to get these details worked out before signing the letter of intent. Moved by Council Member Shaver, seconded by Council Member McCarthy, "to table the item dealing with the letter of intent with Nebraska Public Power District for the Solar Project," "YEAS", Colwell, Gonzales, Shaver, and McCarthy, "NAYS" None. Absent: Meininger.

Mr. Johnson presented the maintenance agreement with the State Department of Roads to continue maintenance on Highway 26 from Avenue I to 21<sup>st</sup> St. He explained that the amount is the same as last year, \$24,727.50. Public Works Director Mark Bohl explained that the amount is the same, as the cost of maintenance has not changed over the last year. Moved by Council Member Shaver, seconded by Council Member McCarthy, "to approve the City Maintenance Agreement No. 22 Renewal with the Nebraska Department of Roads and authorize the Mayor to execute the agreement," "YEAS", Colwell, Gonzales, Shaver, and McCarthy, "NAYS" None. Absent: Meininger.

Mr. Kuckkahn explained that Finance Director Hilyard has reviewed and made recommended amendments to the current investment policy and investment strategy which are prudent policies with no risk. These investments would have a five year maturity date and three year average maturity dates. We would like to include local banks for the investments, so we'll be creating a request for proposals and



forming a list so local banks will have a chance to bid on city investments. We are taking pooled cash from all divisions to use for investment strategy, which will be delegated to the Finance Director and City Manager to invest and provide yields to increase the general fund. We are asking for two actions: to amend the policy and approve the strategy to invest in Certificates of Deposit and invest less with NPAIT. Council Member McCarthy asked what the projected return would be on the investments. Mr. Kuckkahn said the estimated yield should be about \$100,000.00 per year with no risks, all funds are guaranteed.

Council Member Colwell asked about keeping a certain amount liquid for immediate needs. Mr. Kuckkahn noted that we will keep a cushion and consider those funds needed for special projects, which will be in a liquid investment. Mr. Kuckkahn noted that Council Members Shaver and Gonzales are serving on the revenue committee.

Moved by Council Member McCarthy, seconded by Council Member Colwell, "to approve the amended City of Scottsbluff Investment Policy," "YEAS", Colwell, Gonzales, Shaver, and McCarthy, "NAYS" None. Absent: Meininger.

Moved by Council Member McCarthy, seconded by Council Member Colwell, "to approve the City of Scottsbluff Investment Strategy," "YEAS", Colwell, Gonzales, Shaver, and McCarthy, "NAYS" None. Absent: Meininger.

Assistant City Manager Johnson presented the agreement to sell city-owned property to Samuel Adams. The purchase price of \$25,000.00 was derived from the per acre price of approximately one acre sold to Minatare in 2012 for their pump station, which is located next to the property being considered. According to the contract, the buyer will pay any real estate commission. This is a great opportunity to move forward with a potential development, and the addition of more employees.

Council Member Shaver stated that in the future, he would like to see actual property assessments for all property the city sells. Council Member Gonzales commented that it is policy to have an appraisal on the property. Mr. Kuckkahn responded that since the appraisal is fairly recent, we wanted to expedite the sale, which could be delayed due to the appraiser's schedule. We will get an appraisal for the remaining 64 acres when we receive an offer to purchase.

Moved by Council Member Colwell, seconded by Council Member McCarthy, to approve the agreement with Samuel Adams to purchase city owned real estate located at Lot 3A, Block 1, Second Immigrant Trail Subdivision, Scottsbluff, Scotts Bluff County, NE in the amount of \$25,000.00, conditional upon the remonstrance period," "YEAS", Colwell, Gonzales, and McCarthy, "NAYS" Shaver. Absent: Meininger.

Council Member Gonzales introduced the Ordinance which was read by title on first reading: **AN ORDINANCE AUTHORIZING THE SALE OF LOT 3A, BLOCK 1, SECOND IMMIGRANT TRAIL SUBDIVISION TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA.**

City Manager Kuckkahn explained that our water billing is currently based on a graduated system for customers outside of the city limits, however we've found it to be very cumbersome and confusing. Staff is recommending simplifying this billing by setting a perpetual rate of 1.5% minimum usage chargers for all users outside the City limits for water rates.

Council Member Gonzales introduced the Ordinance which was read by title on first reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA AMENDING THE MUNICIPAL CODE TO REVISE §6-6-28 DEALING WITH WATER SERVICE AND RATES FOR WATER SERVICE, TO SPECIFICALLY SET FORTH THAT ALL USERS OF THE CITY WATER SYSTEM LOCATED OUT OF CITY LIMITS SHALL PAY THE SAME RATE, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.**

Mr. Kuckkahn pointed out a few things to consider regarding the establishment of a Community Redevelopment Authority (CRA). The number of members appointed to serve on the CRA can either be five or seven, staff is recommending that seven members be appointed with one member from the Planning Commission and one member from the LB840 Application Review Committee and five

members at-large. The other item to consider is the notion that LB 357 would allow a source of funding to the CRA, as provided by Statute.

Deputy City Attorney Ediger clarified that all appointments, including the selection of members of the Planning Commission and the LB840 Application Review Committee have to be made by the Mayor and approved by the Council.

Mr. Ediger also clarified a section of the Ordinance regarding funding of the CRA, explaining that if the City Council budgets the funds, they can levy a tax in an amount not to exceed the levy permitted by state law. If the CRA is a partner in the inter-local agency, they could contract with the inter-local agency to provide services, as a means of providing funding to the CRA.

Council Member Shaver voiced his concern that he feels the CRA is a bad idea because the members would not be elected officials and they are given a lot of power. The city council has no direct power over the CRA. Mr. Ediger clarified that any development plan the CRA creates, must be approved by Council. The CRA deals with the details once the plan is approved, but the Council can require as much detail in a plan as they want. Mr. Kuckkahn added that much of the development of the CRA is reliant upon the Comprehensive Development Plan. The Comprehensive Plan will highlight areas of development which the CRA can then use as a guide.

Council Member Shaver voiced concern over the number of years some of the members would serve on the CRA as the terms stagger from one year to five years. Mr. Ediger added that the way you would control the CRA's projects would be tied to the funding allowed, with the possibility of a portion of the inter-local agency funding being passed to the CRA, in exchange for services or projects of the inter-local agency conducted by the CRA. Mr. Ediger explained that in order to have the CRA in place in time to address the LB357 ballot issue, Council will need to introduce the Ordinance tonight, leaving plenty of time if they want it read three times. Staff will need direction on whether Council would like to appoint five or seven CRA members. Council Member Colwell asked what would happen to the CRA if LB 357 doesn't pass. Mr. Ediger explained that the city would still have a CRA but wouldn't be able to do anything without a funding source, or the Council could repeal the CRA Ordinance.

Council Member McCarthy introduced the Ordinance which was read by title on first reading:  
**AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA, AMENDING THE MUNICIPAL CODE TO PROVIDE FOR A COMMUNITY REDEVELOPMENT AUTHORITY.**

Mr. Kuckkahn began the discussion regarding placing LB357 on the primary election ballot. He explained that this is a one-half cent sales tax which would yield approximately 1.8 million dollars each year to be used on specific infrastructure projects such as roads, sewer, water, storm sewer, etc. Mr. Ediger also noted that the resolution, as currently drafted, specifies that the maximum amount that can be used to fund the inter-local agency is 25% or approximately \$450,000.00 per year. The City Council can decide what amount they would like to go to the inter-local agency, if any. Whatever money goes to the inter-local agency can be used for the projects the inter-local agency chooses, and is not restricted to infrastructure projects. Council Member Shaver asked about the inclusion of "highways and bridges" in the ballot language. Staff will look into the necessity of including that language. Staff is waiting for information from bond council if the inter-local agency could include two members of the City Council and one member from the CRA. The inter-local agency is where the funding is coming from, so the make-up of that agency is important as far as City Council control.

Council Member Shaver expressed the importance of providing a detailed description to the residents regarding the amount of funding going to the inter-local and what projects will be accomplished. Council Member Gonzales would like to get information from other communities on what projects they have done. He also feels it's important to provide more community involvement and public education. Council member Shaver is also interested in seeing what successes and failures other communities have experienced.

Mr. Ediger commented on the wording of the Resolution, which is what the Bond Counsel wants to see and also it's a sample of what other communities have done. This is a general overview so it leaves some room for modification. Bond Counsel's main concern is that they don't want us to include language in the Resolution that would limit their opportunity to sell the bonds.

Mr. Kuckkan stressed that these infrastructure projects are very important, but how do we pay for them. We can either increase property taxes which gives us limited funding, or we can consider LB357 which also draws from those who live outside of the city limits, but use our infrastructure.

Regarding the original purpose of the CRA, Mr. Ediger explained that the CRA would replace the Community Development Agency (CDA). The CDA currently is the City Council. The CRA would be proactive when it comes to community development projects, where the CDA tends to be reactive when projects are presented. The CRA provides much more flexibility in dealing with developers, especially when it comes to acquisition and sale of real estate. One of the areas where CRA's have been successful is with housing developments, as it provides incentive to develop empty lots and provide the necessary infrastructure. The power of the CRA is extremely limited if it doesn't have funding to take on projects. Therefore, finding a way to fund a CRA is a very important decision.

Under Council Reports, Council Member Shaver will be meeting with the Student Council to talk about a possible representative to serve with the City Council.

Moved by Council Member Shaver, seconded by Council Member McCarthy, to adjourn the meeting at 7:45 p.m., ““YEAS”, Colwell, Gonzales, Shaver and McCarthy, “NAYS” None. Absent: Meininger.

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Vice-President of the Council

Attest:

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City Clerk

“SEAL”

# **City of Scottsbluff, Nebraska**

**Tuesday, January 19, 2016**

**Regular Meeting**

## **Item Consent2**

**Council to approve the specifications for a new refuse truck for Environmental Services and authorize the City Clerk to advertise for bids to be received by February 8, 2016 at 1:00 p.m.**

**Staff Contact: Nathan Johnson, Assistant City Manager**

# Agenda Statement

Item No.

For Meeting of: January 19, 2016

**AGENDA TITLE:** Council to approve the purchase of a new refuse truck.

**SUBMITTED BY DEPARTMENT/ORGANIZATION:** Environmental Services

**PRESENTATION BY:** City Manager Rick Kuckkahn/ Asst. City Manager Nathan Johnson

**SUMMARY EXPLANATION:** The Environmental Service Department is requesting approval to purchase a new refuse truck for the department. This will replace an older model

**BOARD/COMMISSION RECOMMENDATION:**

**STAFF RECOMMENDATION:** The Environmental Service Department is recommending the approval to purchase a new refuse truck to replace an older existing truck. We will use a current back up truck for a trade in.

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## EXHIBITS

Resolution     Ordinance     Contract     Minutes     Plan/Map

Other (specify) approve the purchase of a new refuse truck

**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

**CONTRACT DOCUMENTS  
FOR  
SANITATION VEHICLE  
(Truck, Cab, Chassis and Packer Body)**



**City of Scottsbluff, Nebraska  
2525 Circle Drive  
Scottsbluff, Nebraska 69361**

**January 2016**

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**CITY OF SCOTTSBLUFF, NEBRASKA  
ADVERTISEMENT FOR BIDS  
LANDFILL TRUCK, CAB, & CHASSIS - SANITATION TRUCK**

The City of Scottsbluff will receive sealed bids until 1:00 p.m., (M.S.T.) Monday, February 8, 2016, at the City of Scottsbluff City Hall, Office of the City Clerk, 2525 Circle Drive, Scottsbluff, Nebraska 69361. All bids will be publicly opened and read aloud for furnishing a new Sanitation Vehicle complete with truck, cab, chassis, and Packer Compactor body on February 8, 2016 at 1:00 p.m. (M.S.T.).

Complete contract/bidding documents are available and may be obtained from the City of Scottsbluff at the above referenced address. Bids shall be submitted in a sealed envelope addressed to the City of Scottsbluff with the name "Bid for Sanitation Vehicle" and include the date and time of bid opening.

The City reserves the right to reject any and/or all proposals, waive any informality in the proposals received and to accept the proposals it deems most beneficial to the City.

/s/Cindy Dickinson, City Clerk

Publish 3F:    January 22, 2016  
                  January 29, 2016  
                  February 5, 2016



## **INFORMATION TO BIDDERS**

Bids will be received by the City of Scottsbluff, Office of the City Clerk (hereinafter called the 'OWNER'), at the City of Scottsbluff, 2525 Circle Drive, Scottsbluff, Nebraska 69361 in accordance with the advertisement for bids and then publicly opened and read aloud.

### **DEFINED TERMS**

Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract have the meanings assigned to them in the General Conditions.

The term 'Bidder' means one who submits a Bid directly to OWNER, as distinct from a sub-bidder, who submits a bid to a Bidder.

The term 'Successful Bidder' means the lowest, qualified, responsible and responsive Bidder to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award.

The term 'Bidding Documents' includes the Advertisement or Invitation to Bid, instructions to Bidder, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

### **COPIES OF BIDDING DOCUMENTS**

Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the City of Scottsbluff.

Complete sets of Bidding Documents must be used in preparing Bids; OWNER does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

OWNER in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work/Supply of Equipment and do not confer a license or grant for any other use.

### **EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

It is the responsibility of each Bidder before submitting a Bid, to:

Examine the Contract Documents thoroughly,

Consider Federal, State and Local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work,

Study and carefully correlate Bidder's observations with the Contract Documents, and

Notify Director of Environmental Services of all conflicts, errors or discrepancies in the Contract Documents.

The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Request for Bids, that without exception the Bid is premised upon performing and furnishing the Work (work and supply of equipment are of the same meaning throughout this document) required by the Contract Documents, and such means, methods, techniques, sequences and procedures as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing for the Work.

Reference is made to the Supplementary Conditions for identification of:

Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on possible changes in the Contract Documents due to differing conditions.

### **INTERPRETATIONS AND ADDENDA**

All questions about the meaning or intent of the Contract Documents are to be directed to the Director of Environmental Services. Interpretations or clarifications considered necessary by Director of Environmental Services in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Director of Environmental Services as having received the Bidding Documents. Questions received less than ten (10) days prior to the date for opening of Bids may not be binding. Oral and other interpretations or clarifications will be without legal effect.

Addenda may also be issued to modify the Bidding Documents as deemed advisable by OWNER.

### **SUBMISSION OF BIDS**

Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of the envelope.

### **BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

All bids will remain subject to acceptance for sixty (60) days after the day of the Bid opening, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to that date.

### **BID FORM**

The Bid Form is included with the Bidding Documents; additional copies may be obtained from the City or of Scottsbluff.

All blanks on the Bid Form must be completed in ink or typed.

Bids by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

All names must be typed or printed below the signature.

The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

The address and telephone number for communication regarding the Bid must be shown.

### **QUALIFICATIONS OF BIDDERS**

Dealer furnishing the complete vehicle as stated herein must be an authorized franchise dealer and full service center licensed for the type of truck to be furnished. Dealer shall be located within a fifty mile radius of Scottsbluff, Nebraska.

Equipment suppliers shall have a minimum of two years as a factory authorized dealer/distributor and service center stocking parts and providing service.

## **CONTRACT TIME**

The number of days within which, or the dates by which, the Work is to be completed is set forth in the Bid Form and Agreement.

## **LIQUIDATED DAMAGES**

Provisions for liquidated damages, if any, are set forth in the Agreement.

## **SUBSTITUTE OR 'OR-EQUAL' ITEMS**

The Contract, if awarded, will be on the basis of materials and equipment described in the Specifications without consideration of possible substitute or 'no-equal' items. Whenever it is indicated in the Specifications that a substitute or 'or-equal' item of material or equipment may be furnished or used by CONTRACTOR if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submission of any such application by CONTRACTOR and consideration by Engineer is set forth herein and may be supplemented in the General Requirements.

## **SUBCONTRACTORS, SUPPLIERS AND OTHERS**

No CONTRACTOR shall be required to employ any Subcontractor, Supplier, other person or organization against whom CONTRACTOR has reasonable objection.

## **NOTIFICATION AND WITHDRAWAL OF BIDS**

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are submitted at any time prior to the opening of Bids.

## **OPENING OF BIDS**

Bids will be opened and (unless obviously non-responsive) publically opened and read aloud. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

## **AWARD OF CONTRACT**

OWNER reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. OWNER also reserves the right to reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the City and/or Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or if doubtful financial ability or fails to meet any other pertinent standard or criteria established by OWNER. Discrepancies in the multiplication of units of Work and unit price will be resolved in favor of the written unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

In evaluating Bids, OWNER will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

OWNER may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. OWNER also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work/Equipment in accordance with the Contract Documents to OWNER's satisfaction within the prescribed time.

If the contract is to be awarded, it will be awarded to the Bidder whose evaluation by OWNER indicates to OWNER that the award will be in the best interest of the Project. The right is reserved in the interest of the City of Scottsbluff to reject any or all Bids and to waive any informality in the Bids received.

If the contract is to be awarded, OWNER will give the Successful Bidder a Notice of Award within sixty (60) days after the day of the Bid opening.

### **SIGNING OF AGREEMENT**

When OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen (15) days thereafter, CONTRACTOR shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER with the required Bonds. Within ten (10) days thereafter OWNER shall deliver one (1) fully signed counterpart to CONTRACTOR.

**SUPPLEMENTARY CONDITIONS**

**GENERAL**

The General Conditions included herein are modified as follows:

**ARTICLE 4 - PAYMENTS TO CONTRACTOR AND COMPLETION**

The City will make payment within thirty (30) days of receipt and approval of equipment.

**ARTICLE 5 - BOND AND INSURANCE**

It is the sole responsibility of the Subcontractors, Suppliers, and other persons and organizations to provide full insurance on all equipment described herein while vehicle is in their possession until delivery and final acceptance by the City's, Director of Environmental Services.

**CONTRACTORS RESPONSIBILITY & FURNISHED ITEMS**

Truck Chassis:

The City will require that the equipment be furnished within the following time schedule:

The bidder shall be required to deliver the vehicle within ninety (90) calendar days of the date of the Notice of Award. If the bidder cannot meet this schedule, the bidder shall so note on the Bid/Quotation Form.

Company providing chassis will be responsible for delivering chassis to awarded Packer Body company. Company providing chassis is responsible for notifying City of Scottsbluff when chassis is delivered to Packer Body Company.

If the vehicle is not delivered on or before the date as stated herein for completion, or as may be extended by the City, the Bidder/Supplier shall pay the Owner liquidated damages in the amount of \$100.00 per day for each and every consecutive calendar day that the equipment has not been delivered/incomplete after the date set for completion or the date noted by the Bidder on the Bid/Quotation Form in the event the City deems this necessary.

Packer Body:

The City will require that the equipment be furnished within the following time schedule:

The bidder shall be required to deliver the Packer body within forty (40) calendar days of the date of the delivery of the chassis to the Packer body company. If the bidder cannot meet this schedule he shall so note on the Bid/Quotation Form.

The completed equipment, truck, chassis and Packer body shall be delivered to the City of Scottsbluff- Environmental Services located at 609 E. 2<sup>nd</sup> Street, Scottsbluff, NE 69361.

If the Packer body is not delivered on or before the date fixed for completion, or as may be

extended by the City, the contractor shall pay the OWNER liquidated damages in the amount of \$100.00 per day for each every consecutive calendar day that the equipment has not been delivered/incomplete after the date set for completion or the date noted by the Bidder on the Bid/Quotation Form in the event the City deems this necessary.

### **DELIVERY AND MANUFACTURER WARRANTY**

Chassis and Packer body manufacturers shall each provide two hours of instruction at the City of Scottsbluff- Environmental Services located at 609 E. 2<sup>nd</sup> Street, Scottsbluff, NE 69361.

Suppliers shall include a minimum of two hours operational and maintenance instruction to be performed upon delivery of the complete unit. The supplier shall notify the City in advance for scheduling the introductory operations. Two copies of operational manuals and parts books shall be furnished with the equipment upon final delivery.

A copy of the manufacturer warranty and brief summary shall be provided with all equipment at the time of delivery. The Truck warranty shall be a minimum of 24 months bumper to bumper and the Packer Body a minimum of 12 months.

### **POINTS OF CONTACT**

<b>City of Scottsbluff</b> 2525 Circle Drive Scottsbluff, NE 69361	Anthony Harris, Director of Environmental Services, (308) 630-0879 Wayne Lund, Lead Maintenance Mechanic, (308) 630-6268
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# CONTRACT INFORMATION



## BID FORM

1. **PROJECT:** Bidding documents for a “New Sanitation Truck including, Cab, Chassis, Packer Body and Compactor for the City of Scottsbluff, Nebraska.
  
2. **THIS BID IS SUBMITTED TO:**     City of Scottsbluff  
   2525 Circle Drive  
   Scottsbluff, Nebraska 69361  
   Telephone: (308) 630-6221  
   Fax: (308) 630-6294
  
3.     The undersigned **BIDDER** proposes and agrees, if this Bid is accepted, to enter into an agreement with **OWNER**, in the form included in the Contract Documents, to supply a new Sanitation Truck as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid, and in accordance with the other terms and conditions of the Contract Documents.
  
4. **BIDDER** accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for forty-five (45) days after the day of the Bid opening. **BIDDER** shall sign and submit the Agreement with the Bonds (if applicable) and other documents required by the Bidding Requirements within fifteen (15) days after the date of **OWNER**’s Notice of Award.
  
5. In submitting this Bid, **BIDDER** represents, as more fully set forth in the Agreement, that:
  
6. **BIDDER** has examined copies of all the Bidding Documents and or the following Addenda  
 (receipt of all which is hereby acknowledged):

<b>ADDENDUM NUMBER(S)</b>	<b>DATED</b>

7. **BIDDER** is familiarized with the nature and extent of the Contract Documents. and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the work.
  
8. **BIDDER** has given **OWNER** written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by **OWNER** is acceptable to **BIDDER**.

9. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain from itself any advantage over any other Bidder or over OWNER.

10. Other representation required by Laws and Regulations.

11. BIDDER will supply the equipment as set forth in the Contract Documents for the following prices.

12. BIDDER agrees that the completion of work will be as follows:

The bidder shall be required to deliver the vehicle within ninety (90) calendar days of the date of the Notice of Award. If the bidder cannot meet this schedule, the bidder shall so note on the Bid/Quotation Form.

If other completion dates are proposed, please list as an exception following:

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List – other completion/delivery date

13. If no exception is taken to the specified completion, the OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as penalty) CONTRACTOR shall pay OWNER One Hundred Dollars (\$100.00) per day for each day that expires after the time specified until the work is complete.

14. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

**BID FORM  
TRUCK, CAB & CHASSIS  
SANITATION VEHICLE**

The bidder proposes and agrees, if the bid is accepted, to furnish equipment meeting or exceeding the minimum specifications specified for the contract price and within the time indicated in this bid. This bid will remain subject to acceptance for thirty (30) days after the date of bid opening.

Bidder shall supply all shop drawings of truck, cab and chassis.

Bidder shall use and complete all items on the bid forms.

A copy of the manufacturer's warranty shall be attached to the bid forms (minimum 2 years).

**TRUCK, CAB & CHASSIS  
SANITATION VEHICLE**

Includes furnishing, servicing, and delivering to Packer Body Company operation and maintenance instruction and all other items necessary to complete the equipment transaction; except those items specifically listed hereafter for the following Lump Sum Price:

1 each at:

\_\_\_\_\_ \$ \_\_\_\_\_  
(Words - Lump Sum Price) (Figures L.S.)

List: Make and Model: \_\_\_\_\_

Delivery if other than 90 calendar days: (specify): \_\_\_\_\_  
Total Calendar Days

List: Factory Authorized Parts & Service Center

\_\_\_\_\_ Address \_\_\_\_\_ Years at Present Location

**CONTACTS:**

Parts: \_\_\_\_\_ Service: \_\_\_\_\_

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

**PACKER BODY & COMPACTOR**

The bidder proposes and agrees, if the bid is accepted, to furnish equipment meeting or exceeding the minimum specifications specified for the contract price and within the time indicated in this bid – Champion Square Body or equal. This bid will remain subject to acceptance for thirty (30) days after the date of bid opening.

A copy of the manufacturer’s warranty shall be attached to the bid forms.

**Packer Body & Compactor**

1 each at:

\_\_\_\_\_ \$ \_\_\_\_\_  
(Words - Lump Sum Price) (Figures L.S)

Manufacturer: \_\_\_\_\_

Model: \_\_\_\_\_

**DELIVERY** (40 calendar days specified): \_\_\_\_\_  
After receipt of truck (cab and chassis) Total Calendar Days

**SPECIFICATION  
TRUCK, CAB, CHASSIS, & DUMP BODY**

**GENERAL**

The truck, cab, and chassis shall be capable of carrying a minimum nine (9) ton payload and shall be new, with twin screw type tandem axle and shall be modified by the bidder to be compatible with the Packer body and compactor unit.

Details/Specified  
Unit Proposed  
By Bidder

**TRUCK, CAB MINIMUM SPECIFICATIONS**

**MAKE:** \_\_\_\_\_

**MODEL:** \_\_\_\_\_

**MINIMUM SPECIFICATIONS**

1. **OPERATING WEIGHT:**

G.V.W. minimum of 60,000 pounds \_\_\_\_\_

**Axle ratings:**

Front axle minimum 16,000 pounds \_\_\_\_\_

Rear axle 40,000 pounds (twin screw tandem)  
Single speed with ratio compatible with engine  
and transmissions \_\_\_\_\_

Equipped with manual differential lock from cab \_\_\_\_\_

2. **SUSPENSIONS:**

Heavy duty front shock absorbers \_\_\_\_\_

Heavy duty rear shock absorbers 40,000# or equivalent \_\_\_\_\_

Spring rating 20,000 pounds flat leaf front \_\_\_\_\_

Spring rating 40,000 pounds rear \_\_\_\_\_

Oil lubricated front wheel and rear wheel hubs \_\_\_\_\_

Fore/Aft/Transverse/Control Rods \_\_\_\_\_

**Axle Related Items:**

- Greaseable drag link and tie rods \_\_\_\_\_
- 56 inch axle spacing \_\_\_\_\_

3. **BRAKES:**

- ABS with diagnostics without traction enhancement \_\_\_\_\_
- Air brakes front and rear \_\_\_\_\_
- Bendix, AD-9, air dryer with heater mounted under cab \_\_\_\_\_
- All brake linings non-asbestos \_\_\_\_\_
- Equipped with air parking brake \_\_\_\_\_
- Manual drain cocks on air tanks \_\_\_\_\_

4. **TRANSMISSION:**

- Allison Automatic transmission 6 speed With auto-neutral option & PTO provision \_\_\_\_\_
- Transmission oil cooler \_\_\_\_\_
- Equipped with transmission filter \_\_\_\_\_

**POWER TRAIN**

5. **ENGINE:**

- CUM ISC-350 350 HP @ 2000 RPM; 2200 GOV, 1000 LB/FT @ 1400 RPM \_\_\_\_\_
- Engine mounted oil check and fill \_\_\_\_\_
- DR 12V 160 AMP Quadra mount Pad Alternator With remote battery volt sense \_\_\_\_\_
- Full flow oil filter \_\_\_\_\_
- Electronic engine integral shutdown protection system \_\_\_\_\_

6. **ENGINE EQUIPMENT:**

- DELCO 12V 38MT HD starter with integrated Magnetic switch \_\_\_\_\_
- Air cleaner dry type \_\_\_\_\_
- Coolant filter/conditioner, fleet guard spin-on type \_\_\_\_\_
- Coolant recovery system \_\_\_\_\_
- Cooling system capacity heavy duty radiator \_\_\_\_\_
- Heavy duty radiator for hydraulic pump \_\_\_\_\_
- Engine block heater, 1,00 watt 115 volt \_\_\_\_\_
- Exhaust system single vertical exhaust System with muffler \_\_\_\_\_
- Clutch fan \_\_\_\_\_
- Fuel water separator filter \_\_\_\_\_
- Oil cooler, engine mounted disposable oil filter \_\_\_\_\_

- 7. **STEERING:**
  - Power steering will be furnished \_\_\_\_\_
  
- 8. **TIRE/WHEELS:**
  - Front tires 16 ply radials tubeless w/all season tread \_\_\_\_\_
  - Rear tires 16 ply radials tubeless extra waste  
Handler lugs style \_\_\_\_\_
  - Wheels- 10 hole white steel disc- hub ported style \_\_\_\_\_
  - One (1) spare tire 16 ply & wheel as specified above  
For rear tires \_\_\_\_\_
  
- 9. **FUEL TANK:**
  - Steel, 70 gallon (minimum) 25 inch diameter type tank \_\_\_\_\_
  
- 10. **FRAME:**
  - Two (2) front and rear mounted tow hooks  
bolted to frame. \_\_\_\_\_
  
- 11. **ELECTRICAL SYSTEM:**
  - Two (2) batteries minimum of 1500 cold cranking Amps \_\_\_\_\_
  - PTO mode brake override – service brake applied  
Or park brake not applied \_\_\_\_\_
  - PTO mode cancel vehicle speed – 5 MPH \_\_\_\_\_
  
- 12. **CAB EQUIPMENT:**
  - Standard conventional with tilting hood and fenders \_\_\_\_\_
  - Two (2) dual 7" x 16" side mounted with round spotting  
mirrors, with extra left hand spot mirror – 8" and two  
extra spot mirror on right side. \_\_\_\_\_
  - High back air ride seat on driver's side with arm rest  
Rest on both sides \_\_\_\_\_
  - High back air ride seat on passenger side with arm  
Rest on both sides \_\_\_\_\_
  - Standard high back seat passenger side \_\_\_\_\_
  - Seat belts retractable to lap and shoulder, seats \_\_\_\_\_
  - Heavy duty vinyl seats \_\_\_\_\_
  - Rubber floor mats. \_\_\_\_\_
  - Sun visors \_\_\_\_\_
  - Assistive handle for easy access to cab \_\_\_\_\_
  - Windshield wipers intermittent speed equipped  
with windshield washer \_\_\_\_\_
  - Interior dome lamp w/integral 3 way activated  
Switch by driver's door \_\_\_\_\_
  - 12 volt dash mounted electrical outlet \_\_\_\_\_
  - Single air horn, single electric horn \_\_\_\_\_
  - Keyed lockable doors \_\_\_\_\_

- Cab constructed of steel or aluminum or combination \_\_\_\_\_
- Cab framing reinforced floor \_\_\_\_\_
- Cab mounts two point hinges \_\_\_\_\_
- Bumper full width wrap around \_\_\_\_\_
- Headlights equipped with turn signal lights front and back and switches, warning lights with buzzers \_\_\_\_\_
- Integral stop/tail/backup lights \_\_\_\_\_
- Steering wheel size approximate 18" \_\_\_\_\_
- Mud flaps, front and rear duals \_\_\_\_\_
- Colored flat screen monitor shall be mounted in the Cab and be fully adjustable with split screen option so all camera views can be displayed at one time and automatically switch to full screen back up camera when unit is shifted to reverse \_\_\_\_\_

13. **INSTRUMENT PANEL AND GAUGES:**

- Circuit protectors, self-resetting circuit breakers \_\_\_\_\_
- Electronic engine hour meter \_\_\_\_\_
- Electronic tachometer \_\_\_\_\_
- Dual air pressure gauge with buzzer \_\_\_\_\_
- Engine coolant temperature gauge \_\_\_\_\_
- Transmission temperature gauge \_\_\_\_\_
- Engine oil pressure gauge \_\_\_\_\_
- Fuel gauge \_\_\_\_\_
- Speedometer \_\_\_\_\_
- Voltmeter \_\_\_\_\_
- Instrument panel, adjustable lighting \_\_\_\_\_
- Equipped with clearance lights and ID lights \_\_\_\_\_

14. **CAMERAS:**

- Two (2) Color Cameras will be provided: \_\_\_\_\_  
     1<sup>st</sup> mounted on the tailgate below the strobe light  
     2<sup>nd</sup> mounted in the hopper area
- The Cameras' shall be Safety Vision \_\_\_\_\_
- Protective cases shall be provided for the cameras \_\_\_\_\_
- All Cameras' shall have shields to minimize sun glare \_\_\_\_\_

15. **OPERATOR ENVIRONMENT:**

- Heavy duty heater and defroster \_\_\_\_\_
- AM/FM Stereo Radio with AUX port \_\_\_\_\_
- Air conditioning/heavy duty blower \_\_\_\_\_

16. **HYDRAULIC SYSTEM:**

- The hydraulic system should be composed of 2 vane pumps, one for body functions, and one for arm \_\_\_\_\_



functions. Pumps have a common suction. Hydraulic pump model is Denison T6DC. D cartridge is for body function, C cartridge is for arm function. The hydraulic pressure body line shall be made up of Denison ECO system with a 12 volt DC in line mounted solenoid which diverts the flow back to the Inlet when the pump is not engaged and a flow control block which diverts excess flow back to the inlet. Body functions pump maximum flow is 30 gpm @ 700 rpm. Hydraulic system pressure relief for the body is 2500 psi and for the arm it is 2000 psi.

- An oil sight level gauge to permit visual determination Of the oil in the reservoir \_\_\_\_\_
- Hydraulic system shall be equipped with a hydraulic Oil filter on the return line inside on the top of the tank With a 100 wire mesh suction strainer \_\_\_\_\_
- There will be a high pressure in-line filter of 10 micron Capability in the pressure line ahead of the main control valve. The filter will be of the replaceable element type \_\_\_\_\_
- Hydraulic system will be equipped with a pressure detection device to ensure a maximum of 2500 psi operating pressure \_\_\_\_\_
- The hydraulic system shall operate at a pressure of 1800 psi and shall be capable of operating at a pressure of 2000 psi \_\_\_\_\_

17. **PAINTING:**

- Minimum one coat of primer and finish coat of white in color \_\_\_\_\_
- Frame standard black chassis paint \_\_\_\_\_
- Front and rear wheels paint - vendor white \_\_\_\_\_

18. **MISCELLANEOUS:**

- Back up alarm \_\_\_\_\_
- Triangle reflectors \_\_\_\_\_
- Five pound fire extinguisher mounted in cab \_\_\_\_\_
- First aid kit \_\_\_\_\_
- Two (2) complete sets of parts, service, and operator's manuals \_\_\_\_\_

19. **WARRANTY:**

- List manufacturers standard warranty \_\_\_\_\_
- Bidder shall attach copy of warranty \_\_\_\_\_
- Minimum two year basic vehicle warranty \_\_\_\_\_
- Two year unlimited warranty on engine \_\_\_\_\_
- Two year unlimited warranty on drive train components, transmission, drive axles (differential) \_\_\_\_\_

assemblies, axle shaft and axle housings), steering axles (beam, spindles, kingpins, bearings), and steering arms

- Two year unlimited cab structure and sheet metal (conventional hood) \_\_\_\_\_
- Five year unlimited warranty cab corrosion \_\_\_\_\_
- Five year unlimited warranty frame rails and cross members \_\_\_\_\_
- List optional warranties and cost \_\_\_\_\_
- Repairs must be made in the first two years with unlimited warranty and completed in no more than two (2) calendar days at no charge to customer \_\_\_\_\_
- Towing included for the 1<sup>st</sup> two (2) years \_\_\_\_\_

**SPECIFICATIONS  
PACKER BODY & COMPACTOR**

it is the intent of this specification to describe a hydraulically actuated refuse packer body with the following minimum specifications considered necessary to perform the work assigned and will be the product of a manufacturer actively engaged in the production of refuse collection equipment and will embody their latest improvements in design and construction. They body's construction and specifications shall be in compliance with the applicable standards as promulgated by the American National Standards Institute (ANSI Z245.1)

**GENERAL**

The compactor body is an automated container loading and dumping device and shall meet Square Box Specifications or equal and will have a minimum capacity of 33 cubic yards and be capable of compacting refuse and ejecting refuse from the body in a stationary manner. The receiving hopper area will be approximately 6 cubic yards and will accommodate up to and including 6 cubic yard side-load containers without damage.

**MINIMUM SPECIFICATIONS:**

Details/Specified  
Unit Proposed  
by Bidder

1. **BODY CONSTRUCTION:**

- Body Capacity – 33 CY including rear tailgate and hopper Capacity \_\_\_\_\_
- Hopper – at least 6 CY usable capacity with Hopper sides of a flat design with horizontal channel reinforcing lower panel to be a minimum of 3/16”–A572 Grade 50-50,000 psi minimum yield and Upper panel to be a minimum 10 gauge-A572 Grade 50 -50,000 psi minimum yield \_\_\_\_\_
- Hopper floor to be constructed of 1/4”–AR400–140,000 psi minimum yield strength abrasion resistant steel reinforced with a combination of 1/4”–A38HR–36,000 psi yield strength steel. Body sill under the hopper area to be 1/4”–46,000 psi yield strength steel with a 10” cross section \_\_\_\_\_
- Tailgate will be constructed with 10 Gauge 50, 000 psi yield Strength Steel \_\_\_\_\_
- Compacter plate shall be hydraulically activated \_\_\_\_\_
- The compaction plate shall be constructed of 1/4” thick- 50,000 psi strength steel reinforced with vertical and horizontal boxed sections \_\_\_\_\_
- The body is to be equipped with a hinge access door located on the side opposite the container loader. \_\_\_\_\_
- Body shall have a rear under ride guard \_\_\_\_\_
- Body shall have tailgate support props \_\_\_\_\_

- Rear mud flaps and rear fenders \_\_\_\_\_
- Remote lubrication system accessible from ground level \_\_\_\_\_
- Hand rails and steps or ladder for easy access included \_\_\_\_\_

2. **TAILGATE:**

- Tailgate should be top-hinged and hydraulically raised/ lowered/locked with two hydraulic cylinders. \_\_\_\_\_
- The tailgate shall be operated from a control switch located within easy reach of the operator inside the cab. \_\_\_\_\_
- The lower inside perimeter shall be equipped with a replaceable watertight seal. \_\_\_\_\_
- Unit will have an audible warning buzzer when the tailgate is unlocked and while being raised/lowered. \_\_\_\_\_
- Rear door locks – the rear door shall be secured by locks at two points on the lower perimeter. \_\_\_\_\_
- The locks shall be actuated by a hydraulic cylinder \_\_\_\_\_
- The rear door shall be automatically latched and unlatched in sequence with the rear door hydraulic lift cylinders \_\_\_\_\_

3. **CONTAINER LOADER:**

- The container loader used in conjunction with the compaction body will provide means to pick up, dump and return to the ground 1 1/2 through 4 cubic yard EMCO “hook style “containers \_\_\_\_\_
- The container loader will be rated at 3,000 pounds lifting capacity \_\_\_\_\_
- Container loader shall be actuated by two hydraulic cylinders and shall raise the lift carriage to the dump position and return to the disengage position \_\_\_\_\_
- All movements of the loader (up, down, in, out) are to be accomplished with no more than three (3) cylinders \_\_\_\_\_
- Loader is to be operated with dual air controls located within easy reach of the operator. These controls shall be of a “light” touch design. Cables or chains will not be acceptable \_\_\_\_\_
- The container loader shall be capable of extending outward from the fully collapsed position a minimum of 40 inches in a horizontal plane \_\_\_\_\_
- The track reach (extend/retract) shall be actuated by a hydraulic cylinder \_\_\_\_\_
- The operator must have unrestricted view of the Packer plate from inside the cab \_\_\_\_\_
- Hydraulic reservoir behind cab not acceptable \_\_\_\_\_

4. **PACKING MECHANISM:**

- The Packer plate shall be actuated by two hydraulic cylinders mounted in the horizontal plane. \_\_\_\_\_
- The cylinder shall be connected to the Packer plate by trunion mountings \_\_\_\_\_
- The Packer plate shall be capable of traversing the entire length of the body \_\_\_\_\_
- The packing mechanism shall operate such that the pack cycle terminates automatically prior to the Packer plate contacting the rear door \_\_\_\_\_

5. **PAINTING:**

- Two (2) coats of rust inhibiting primer are to be applied prior to the finish coat white in color to match cab \_\_\_\_\_
- Body shall be properly prepared free from weld slag, greases and oils \_\_\_\_\_

6. **MISCELLANEOUS:**

- Should be equipped with ladder on Packer body \_\_\_\_\_
- The compaction body shall have all necessary warning decals, lights and reflectors to meet State and Federal highway standards \_\_\_\_\_
- Additional working lighting should be provided Equipped with front and rear strobe lights on body that has separate switch in cab \_\_\_\_\_
- Equipped with spot light mounted on back of body hooked to backup lights \_\_\_\_\_

7. **WARRANTY:**

- List manufacturer's standard warranty \_\_\_\_\_
- Bidder shall attach copy of warranty \_\_\_\_\_
- One year unlimited warranty on all parts \_\_\_\_\_
- One year unlimited warranty on all labor \_\_\_\_\_
- One year unlimited warranty on all construction \_\_\_\_\_
- Repairs must be made in the first year with unlimited warranty and completed in no more than five (5) calendar days \_\_\_\_\_
- If repairs are made by the City in the first year, the City will be reimbursed for labor and parts \_\_\_\_\_

8. **CONTRACT NEGOTIATIONS:**

The City of Scottsbluff reserves the right to negotiate any and all items in the formal contract as they may relate to the Scope of Services, etc. found in the Request for Bids.

# **City of Scottsbluff, Nebraska**

**Tuesday, January 19, 2016**

**Regular Meeting**

## **Item Consent3**

**Set a Public Hearing for February 1, 2016 at 6:05 p.m. to consider the Rezone of Lots 1 & 2, Tract B&C, Blk. 10, Five Oaks Subdivision, Scotts Bluff County, NE, from Agricultural to Office and Professional.**

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

# Agenda Statement

Item No.

For meeting of: January 19, 2016

**AGENDA TITLE:** Set Public Hearing for Rezone of Lots 1 & 2, Tr. B&C, Blk. 10, Five Oaks Subdivision, situated in the NW ¼ of Section 14, T22N, R55W of the 6<sup>th</sup> P.M., Scotts Bluff County, Nebraska from Ag to O-P

**SUBMITTED BY DEPARTMENT/ORGANIZATION:** Development Services

**PRESENTATION BY:**

**SUMMARY EXPLANATION:** The applicant(s), C& T Holdings, has requested a rezone for the east 2.8 acres of proposed Lots 1, & 2, Tract B & C, Block 10, Five Oaks Subdivision situated in part of the NW¼ of Section 14 T22N, R55W of the 6 th P.M., Scotts Bluff County Nebraska. The parcel is situated on the southwest corner of Avenue G and 42nd Street. The applicant is requesting a change from Agricultural to O-P Office and Professional; this change will create a logical transition from the residential zone on the east to the C-2 neighborhood commercial zone on the west. Staff has reviewed and makes positive recommendation of the rezone of proposed lots 1 & 2, Tract B & C, Block 10 Five Oaks Subdivision from Ag to O-P with the approval of the final plat.

**BOARD/COMMISSION RECOMMENDATION:** The Planning Commission at their regular meeting of Jan 11, 2015 made positive recommendation to City Council (see attached minutes)

**STAFF RECOMMENDATION:** Approve final plat and resolution for filing at the Register of Deeds

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**EXHIBITS**

Resolution X      Ordinance      Contract      Minutes x      Plan/Map x

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

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

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

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# **City of Scottsbluff, Nebraska**

**Tuesday, January 19, 2016**

**Regular Meeting**

## **Item Consent4**

**Council to set a public hearing for February 1, 2016 at 6:05 p.m. to consider an Ordinance creating requirements for the placement of shipping containers.**

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



# Agenda Statement

Item No.

For meeting of: January 19, 2016

**AGENDA TITLE:** Council to set a public hearing for February 1, 2016 at 6:05 p.m. to consider an Ordinance creating requirements for the placement of shipping containers

**SUBMITTED BY DEPARTMENT/ORGANIZATION:** Planning and Zoning

**PRESENTATION BY:**

**SUMMARY EXPLANATION:** The City has recently received several inquiries about requirements for placing shipping containers on private property. Currently this issue is not addressed in our zoning code. The proposed ordinance limits the placement of shipping containers in Residential and Commercial zones by allowing it only temporarily (up to 30 days) for moving, with one 30 day extension available if more time is needed. In Ag or Manufacturing zones, shipping containers can be placed permanently if a building permit is obtained. The container must be kept in good repair and painted and must be used for storage of material that is incidental to the permitted or accessory use of the lot.

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

**STAFF RECOMMENDATION:** Recommend approval of the ordinance

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**EXHIBITS**

Resolution     Ordinance     Contract     Minutes     Plan/Map

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

**NOTIFICATION LIST:** Yes     No     Further Instructions

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

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Rev 3/1/99CClerk

**City of Scottsbluff, Nebraska**  
**Tuesday, January 19, 2016**  
**Regular Meeting**

**Item Claims1**

**Regular claims**

**Staff Contact: Liz Hilyard, Finance Director**



# Expense Approval Report

By Vendor Name

Post Dates 1/5/2016 - 1/19/2016

Description (Payable)	Account Name	(None)	(None)	(None)	Amount	
<b>Vendor: 00393 - ACTION COMMUNICATIONS INC.</b>						
<b>Fund: 111 - GENERAL</b>						
VEH MAINT	VEHICLE MAINTENANCE				35.00	
EQUIP MAINT	EQUIPMENT MAINTENANCE				455.50	
EQUIP MAINT	EQUIPMENT MAINTENANCE				13.50	
					<b>Fund 111 - GENERAL Total:</b>	<b>504.00</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>						
WI MAX INTERNET	DEPARTMENT SUPPLIES				27.50	
					<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>	<b>27.50</b>
<b>Fund: 631 - WASTEWATER</b>						
WI MAX INTERNET	DEPARTMENT SUPPLIES				27.50	
					<b>Fund 631 - WASTEWATER Total:</b>	<b>27.50</b>
					<b>Vendor 00393 - ACTION COMMUNICATIONS INC. Total:</b>	<b>559.00</b>
<b>Vendor: 08144 - AE SERVICES, LLC</b>						
<b>Fund: 111 - GENERAL</b>						
SCOREBOARD WORK- CLEVELA...	CONTINGENCY				1,657.02	
					<b>Fund 111 - GENERAL Total:</b>	<b>1,657.02</b>
					<b>Vendor 08144 - AE SERVICES, LLC Total:</b>	<b>1,657.02</b>
<b>Vendor: 05887 - ALLO COMMUNICATIONS,LLC</b>						
<b>Fund: 111 - GENERAL</b>						
LOCAL TELEPHONE CHARGES	TELEPHONE				235.54	
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	
					<b>Fund 111 - GENERAL Total:</b>	<b>3,643.64</b>
<b>Fund: 212 - TRANSPORTATION</b>						
LOCAL TELEPHONE CHARGES	TELEPHONE				439.09	
					<b>Fund 212 - TRANSPORTATION Total:</b>	<b>439.09</b>
<b>Fund: 213 - CEMETERY</b>						
LOCAL TELEPHONE CHARGES	TELEPHONE				69.44	
					<b>Fund 213 - CEMETERY Total:</b>	<b>69.44</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>						
LOCAL TELEPHONE CHARGES	TELEPHONE				194.88	
					<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>	<b>194.88</b>
<b>Fund: 631 - WASTEWATER</b>						
LOCAL TELEPHONE CHARGES	TELEPHONE				135.88	
					<b>Fund 631 - WASTEWATER Total:</b>	<b>135.88</b>
<b>Fund: 641 - WATER</b>						
LOCAL TELEPHONE CHARGES	TELEPHONE				102.66	
					<b>Fund 641 - WATER Total:</b>	<b>102.66</b>
<b>Fund: 661 - STORMWATER</b>						
LOCAL TELEPHONE CHARGES	TELEPHONE				34.72	
					<b>Fund 661 - STORMWATER Total:</b>	<b>34.72</b>

Expense Approval Report

Post Dates: 1/5/2016 - 1/19/2016

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Fund: 721 - GIS SERVICES</b>					
LOCAL TELEPHONE CHARGES	TELEPHONE				34.14
					34.14
<b>Fund 721 - GIS SERVICES Total:</b>					<b>34.14</b>
<b>Vendor 05887 - ALLO COMMUNICATIONS,LLC Total:</b>					<b>4,654.45</b>
<b>Vendor: 06781 - ASSURITY LIFE INSURANCE CO</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
LIFE INS	LIFE INS EE PAYABLE				34.36
					34.36
<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>					<b>34.36</b>
<b>Vendor 06781 - ASSURITY LIFE INSURANCE CO Total:</b>					<b>34.36</b>
<b>Vendor: 04575 - AUTOZONE STORES, INC</b>					
<b>Fund: 111 - GENERAL</b>					
EQUIP MAINT	EQUIPMENT MAINTENANCE				7.62
					7.62
<b>Fund 111 - GENERAL Total:</b>					<b>7.62</b>
<b>Vendor 04575 - AUTOZONE STORES, INC Total:</b>					<b>7.62</b>
<b>Vendor: 00295 - B &amp; H INVESTMENTS, INC</b>					
<b>Fund: 111 - GENERAL</b>					
DEPT SUPP	DEPARTMENT SUPPLIES				19.50
BLDG MAINT	BUILDING MAINTENANCE				9.75
BLDG MAINT	BUILDING MAINTENANCE				9.75
BLDG MAINT	BUILDING MAINTENANCE				14.00
BLDG MAINT	BUILDING MAINTENANCE				14.00
DEPT SUPP	DEPARTMENT SUPPLIES				36.50
BLDG MAINT	BUILDING MAINTENANCE				9.75
BLDG MAINT	BUILDING MAINTENANCE				9.75
Dep. sup.	DEPARTMENT SUPPLIES				135.00
					135.00
<b>Fund 111 - GENERAL Total:</b>					<b>258.00</b>
<b>Fund: 212 - TRANSPORTATION</b>					
SUPP - WATER	DEPARTMENT SUPPLIES				18.50
					18.50
<b>Fund 212 - TRANSPORTATION Total:</b>					<b>18.50</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
dept supplies	DEPARTMENT SUPPLIES				112.50
					112.50
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>					<b>112.50</b>
<b>Vendor 00295 - B &amp; H INVESTMENTS, INC Total:</b>					<b>389.00</b>
<b>Vendor: 00271 - B&amp;C STEEL CORPORATION</b>					
<b>Fund: 111 - GENERAL</b>					
veh maint	VEHICLE MAINTENANCE				7.74
					7.74
<b>Fund 111 - GENERAL Total:</b>					<b>7.74</b>
<b>Fund: 213 - CEMETERY</b>					
DEPT SUPP	DEPARTMENT SUPPLIES				50.66
					50.66
<b>Fund 213 - CEMETERY Total:</b>					<b>50.66</b>
<b>Vendor 00271 - B&amp;C STEEL CORPORATION Total:</b>					<b>58.40</b>
<b>Vendor: 00734 - BIRUTA D. WALTON</b>					
<b>Fund: 111 - GENERAL</b>					
EQUIP MAINT	EQUIPMENT MAINTENANCE				117.50
					117.50
<b>Fund 111 - GENERAL Total:</b>					<b>117.50</b>
<b>Vendor 00734 - BIRUTA D. WALTON Total:</b>					<b>117.50</b>
<b>Vendor: 00405 - BLUFFS SANITARY SUPPLY INC.</b>					
<b>Fund: 111 - GENERAL</b>					
Equipment repairs	EQUIPMENT MAINTENANCE				20.49
EMS gloves	EQUIPMENT MAINTENANCE				79.50
department supplies	DEPARTMENT SUPPLIES				205.95
					205.95
<b>Fund 111 - GENERAL Total:</b>					<b>305.94</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
dept supplies	DEPARTMENT SUPPLIES				17.98

Expense Approval Report

Post Dates: 1/5/2016 - 1/19/2016

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
dept supplies	DEPARTMENT SUPPLIES				84.94
				<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>	<b>102.92</b>
				<b>Vendor 00405 - BLUFFS SANITARY SUPPLY INC. Total:</b>	<b>408.86</b>
<b>Vendor: 00735 - CAPITAL BUSINESS SYSTEMS INC.</b>					
<b>Fund: 111 - GENERAL</b>					
monthly maint	EQUIPMENT MAINTENANCE				107.12
Cont. srvc.	CONTRACTUAL SERVICES				77.94
				<b>Fund 111 - GENERAL Total:</b>	<b>185.06</b>
				<b>Vendor 00735 - CAPITAL BUSINESS SYSTEMS INC. Total:</b>	<b>185.06</b>
<b>Vendor: 00055 - CARR- TRUMBULL LUMBER CO, INC.</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
PAINT & SUPPLIES	DEPARTMENT SUPPLIES				37.15
SUPP - FOR NO PARKING SIGNS	DEPARTMENT SUPPLIES				32.61
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>69.76</b>
<b>Fund: 641 - WATER</b>					
DEPT SUP	DEPARTMENT SUPPLIES				-6.73
DEPT SUP	DEPARTMENT SUPPLIES				12.60
DEPT SUP	DEPARTMENT SUPPLIES				7.80
				<b>Fund 641 - WATER Total:</b>	<b>13.67</b>
				<b>Vendor 00055 - CARR- TRUMBULL LUMBER CO, INC. Total:</b>	<b>83.43</b>
<b>Vendor: 07911 - CELLCO PARTNERSHIP</b>					
<b>Fund: 111 - GENERAL</b>					
data modem	CELLULAR PHONE				25.02
monthly cell fire	CELLULAR PHONE				214.88
				<b>Fund 111 - GENERAL Total:</b>	<b>239.90</b>
<b>Fund: 212 - TRANSPORTATION</b>					
CELL PHONE FOR ON CALL	TELEPHONE				16.17
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>16.17</b>
<b>Fund: 631 - WASTEWATER</b>					
CELL PHONES	CELLULAR PHONE				47.92
				<b>Fund 631 - WASTEWATER Total:</b>	<b>47.92</b>
<b>Fund: 641 - WATER</b>					
CELL PHONES	CELLULAR PHONE				83.86
				<b>Fund 641 - WATER Total:</b>	<b>83.86</b>
				<b>Vendor 07911 - CELLCO PARTNERSHIP Total:</b>	<b>387.85</b>
<b>Vendor: 07250 - CHRIS REYES</b>					
<b>Fund: 111 - GENERAL</b>					
DEPT SUPPL	DEPARTMENT SUPPLIES				180.00
				<b>Fund 111 - GENERAL Total:</b>	<b>180.00</b>
				<b>Vendor 07250 - CHRIS REYES Total:</b>	<b>180.00</b>
<b>Vendor: 02396 - CITIBANK N.A.</b>					
<b>Fund: 111 - GENERAL</b>					
DEPT SUPP	DEPARTMENT SUPPLIES				50.98
				<b>Fund 111 - GENERAL Total:</b>	<b>50.98</b>
<b>Fund: 212 - TRANSPORTATION</b>					
SUPP - WEEKLY PLANNERS	DEPARTMENT SUPPLIES				29.78
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>29.78</b>
<b>Fund: 641 - WATER</b>					
DEPT SUP	DEPARTMENT SUPPLIES				160.46
				<b>Fund 641 - WATER Total:</b>	<b>160.46</b>
				<b>Vendor 02396 - CITIBANK N.A. Total:</b>	<b>241.22</b>

Expense Approval Report

Post Dates: 1/5/2016 - 1/19/2016

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: 00484 - CITY OF GERING</b>					
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
disposal fees	DISPOSAL FEES				41,748.36
					Fund 621 - ENVIRONMENTAL SERVICES Total: 41,748.36
					Vendor 00484 - CITY OF GERING Total: 41,748.36
<b>Vendor: 00367 - CITY OF SCB</b>					
<b>Fund: 111 - GENERAL</b>					
POSTAGE	POSTAGE				12.60
POSTAGE	POSTAGE				26.15
					Fund 111 - GENERAL Total: 38.75
					Vendor 00367 - CITY OF SCB Total: 38.75
<b>Vendor: 00706 - COMPUTER CONNECTION INC</b>					
<b>Fund: 111 - GENERAL</b>					
DEPT SUPP	DEPARTMENT SUPPLIES				119.34
RENT-MACH	RENT-MACHINES				47.11
					Fund 111 - GENERAL Total: 166.45
					Vendor 00706 - COMPUTER CONNECTION INC Total: 166.45
<b>Vendor: 02995 - CONSOLIDATED MANAGEMENT COMPANY</b>					
<b>Fund: 111 - GENERAL</b>					
SCHOOLS & CONF	SCHOOL & CONFERENCE				130.00
SCHOOLS & CONF	SCHOOL & CONFERENCE				117.25
					Fund 111 - GENERAL Total: 247.25
					Vendor 02995 - CONSOLIDATED MANAGEMENT COMPANY Total: 247.25
<b>Vendor: 06749 - CONTRYMAN ASSOCIATES, P.C.</b>					
<b>Fund: 111 - GENERAL</b>					
AUDIT SERVICES	AUDIT				1,560.00
AUDIT SERVICES	AUDIT				720.00
					Fund 111 - GENERAL Total: 2,280.00
<b>Fund: 212 - TRANSPORTATION</b>					
AUDIT SERVICES	AUDIT				840.00
					Fund 212 - TRANSPORTATION Total: 840.00
<b>Fund: 311 - DEBT SERVICE</b>					
AUDIT SERVICES	AUDIT				1,680.00
					Fund 311 - DEBT SERVICE Total: 1,680.00
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
AUDIT SERVICES	AUDIT				2,400.00
					Fund 621 - ENVIRONMENTAL SERVICES Total: 2,400.00
<b>Fund: 631 - WASTEWATER</b>					
AUDIT SERVICES	AUDIT				2,400.00
					Fund 631 - WASTEWATER Total: 2,400.00
<b>Fund: 641 - WATER</b>					
AUDIT SERVICES	AUDIT				2,400.00
					Fund 641 - WATER Total: 2,400.00
					Vendor 06749 - CONTRYMAN ASSOCIATES, P.C. Total: 12,000.00
<b>Vendor: 06564 - CREDIT MANAGEMENT SERVICES INC.</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
WAGE ATTACH	WAGE ATTACHMENT EE PAY				212.14
					Fund 713 - CASH & INVESTMENT POOL Total: 212.14
					Vendor 06564 - CREDIT MANAGEMENT SERVICES INC. Total: 212.14
<b>Vendor: 00406 - CRESCENT ELECT. SUPPLY COMP INC</b>					
<b>Fund: 111 - GENERAL</b>					
Light balast for truck bays	BUILDING MAINTENANCE				90.66

Expense Approval Report

Post Dates: 1/5/2016 - 1/19/2016

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Light Bulbs	BUILDING MAINTENANCE				217.50
				<b>Fund 111 - GENERAL Total:</b>	<b>308.16</b>
				<b>Vendor 00406 - CRESCENT ELECT. SUPPLY COMP INC Total:</b>	<b>308.16</b>
<b>Vendor: 03321 - DALE'S TIRE &amp; RETREADING, INC.</b>					
<b>Fund: 111 - GENERAL</b>					
EQUIP MAINT	EQUIPMENT MAINTENANCE				36.00
				<b>Fund 111 - GENERAL Total:</b>	<b>36.00</b>
				<b>Vendor 03321 - DALE'S TIRE &amp; RETREADING, INC. Total:</b>	<b>36.00</b>
<b>Vendor: 09592 - DOMDELINGER TROY</b>					
<b>Fund: 111 - GENERAL</b>					
LEGAL	LEGAL FEES				20.00
				<b>Fund 111 - GENERAL Total:</b>	<b>20.00</b>
				<b>Vendor 09592 - DOMDELINGER TROY Total:</b>	<b>20.00</b>
<b>Vendor: 09486 - ELECTRONIC RECYCLERS, INC</b>					
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
disposal fees	DISPOSAL FEES				4,559.07
				<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>	<b>4,559.07</b>
				<b>Vendor 09486 - ELECTRONIC RECYCLERS, INC Total:</b>	<b>4,559.07</b>
<b>Vendor: 06947 - ENFORCEMENT VIDEO, LLC</b>					
<b>Fund: 218 - PUBLIC SAFETY</b>					
CIP-PO#1	EQUIPMENT				1,614.00
				<b>Fund 218 - PUBLIC SAFETY Total:</b>	<b>1,614.00</b>
				<b>Vendor 06947 - ENFORCEMENT VIDEO, LLC Total:</b>	<b>1,614.00</b>
<b>Vendor: 02460 - FASTENAL COMPANY</b>					
<b>Fund: 213 - CEMETERY</b>					
EQUIP MAINT	EQUIPMENT MAINTENANCE				32.78
				<b>Fund 213 - CEMETERY Total:</b>	<b>32.78</b>
				<b>Vendor 02460 - FASTENAL COMPANY Total:</b>	<b>32.78</b>
<b>Vendor: 07574 - FAT BOYS TIRE AND AUTO</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
SUPP - RUBBER VALVE STEM F...	DEPARTMENT SUPPLIES				7.50
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>7.50</b>
				<b>Vendor 07574 - FAT BOYS TIRE AND AUTO Total:</b>	<b>7.50</b>
<b>Vendor: 00794 - FLOYD'S TRUCK CENTER, INC</b>					
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
vehicle mtnc	VEHICLE MAINTENANCE				-45.00
vehicle mtnc	VEHICLE MAINTENANCE				202.50
vehicle mtnc	VEHICLE MAINTENANCE				469.54
vehicle mtnc	VEHICLE MAINTENANCE				520.02
				<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>	<b>1,147.06</b>
				<b>Vendor 00794 - FLOYD'S TRUCK CENTER, INC Total:</b>	<b>1,147.06</b>
<b>Vendor: 00780 - FREMONT AMERI-TECH EQUIPMENT COMPANY INC</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
PARTS FOR D. TRUCK	VEHICLE MAINTENANCE				158.61
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>158.61</b>
				<b>Vendor 00780 - FREMONT AMERI-TECH EQUIPMENT COMPANY INC Total:</b>	<b>158.61</b>
<b>Vendor: 07904 - FREMONT MOTOR SCOTTSBLUFF, LLC</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
REPAIRS TO BUCKET TRUCK	VEHICLE MAINTENANCE				4,026.91
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>4,026.91</b>
				<b>Vendor 07904 - FREMONT MOTOR SCOTTSBLUFF, LLC Total:</b>	<b>4,026.91</b>

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: 00887 - FYR-TEK INC</b>					
<b>Fund: 111 - GENERAL</b>					
Repairs for Volunteer gear	EQUIPMENT MAINTENANCE				579.00
				<b>Fund 111 - GENERAL Total:</b>	<b>579.00</b>
				<b>Vendor 00887 - FYR-TEK INC Total:</b>	<b>579.00</b>
<b>Vendor: 00016 - GARTON, LYNN</b>					
<b>Fund: 631 - WASTEWATER</b>					
school & conf	SCHOOL & CONFERENCE				98.00
				<b>Fund 631 - WASTEWATER Total:</b>	<b>98.00</b>
				<b>Vendor 00016 - GARTON, LYNN Total:</b>	<b>98.00</b>
<b>Vendor: 00022 - GENERAL ELECTRIC CAPITAL CORPORATION</b>					
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
dept supplies	DEPARTMENT SUPPLIES				33.81
				<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>	<b>33.81</b>
<b>Fund: 631 - WASTEWATER</b>					
DEPT SUP	DEPARTMENT SUPPLIES				48.00
				<b>Fund 631 - WASTEWATER Total:</b>	<b>48.00</b>
<b>Fund: 641 - WATER</b>					
DEPT SUP	DEPARTMENT SUPPLIES				191.00
				<b>Fund 641 - WATER Total:</b>	<b>191.00</b>
				<b>Vendor 00022 - GENERAL ELECTRIC CAPITAL CORPORATION Total:</b>	<b>272.81</b>
<b>Vendor: 06559 - GRAND ISLAND MOTEL DEVELOPMENT, INC</b>					
<b>Fund: 111 - GENERAL</b>					
rooms-McDowell-technician cla...	SCHOOL & CONFERENCE				389.75
				<b>Fund 111 - GENERAL Total:</b>	<b>389.75</b>
				<b>Vendor 06559 - GRAND ISLAND MOTEL DEVELOPMENT, INC Total:</b>	<b>389.75</b>
<b>Vendor: 06671 - H D SUPPLY WATERWORKS LTD</b>					
<b>Fund: 641 - WATER</b>					
METERS	METERS				9,621.60
METERS	METERS				198.99
METERS	METERS				5,231.11
METERS	METERS				7,846.67
DEPT SUP	DEPARTMENT SUPPLIES				15,979.00
				<b>Fund 641 - WATER Total:</b>	<b>38,877.37</b>
				<b>Vendor 06671 - H D SUPPLY WATERWORKS LTD Total:</b>	<b>38,877.37</b>
<b>Vendor: 04299 - HD SUPPLY FACILITIES MAINTENANCE LTD</b>					
<b>Fund: 641 - WATER</b>					
DEPT SUP	DEPARTMENT SUPPLIES				2,057.21
				<b>Fund 641 - WATER Total:</b>	<b>2,057.21</b>
				<b>Vendor 04299 - HD SUPPLY FACILITIES MAINTENANCE LTD Total:</b>	<b>2,057.21</b>
<b>Vendor: 00861 - HEILBRUN'S INC.</b>					
<b>Fund: 111 - GENERAL</b>					
EQUIP MAINT	EQUIPMENT MAINTENANCE				117.23
DEPT SUPP	DEPARTMENT SUPPLIES				15.88
DEPT SUPP	DEPARTMENT SUPPLIES				15.96
VEH MAINT	VEHICLE MAINTENANCE				4.99
DEPT SUPP	DEPARTMENT SUPPLIES				3,800.00
VEH MAINT	VEHICLE MAINTENANCE				18.47
VEH MAINT	VEHICLE MAINTENANCE				2.80
VEH MAINT	VEHICLE MAINTENANCE				217.77
EQUIP MAINT	EQUIPMENT MAINTENANCE				6.63
EQUIP MAINT	EQUIPMENT MAINTENANCE				22.32
VEH MAINT	VEHICLE MAINTENANCE				23.06
EQUIP MAINT	EQUIPMENT MAINTENANCE				94.95
DEPT SUPP	DEPARTMENT SUPPLIES				3.50
DEPT SUPP	DEPARTMENT SUPPLIES				6.33



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DEPT SUPP	DEPARTMENT SUPPLIES				47.94
DEPT SUPP	DEPARTMENT SUPPLIES				25.22
EQUIP MAINT	EQUIPMENT MAINTENANCE				14.57
EQUIP MAINT	EQUIPMENT MAINTENANCE				12.13
VEH MAINT	VEHICLE MAINTENANCE				135.87
VEH MAINT	VEHICLE MAINTENANCE				11.99

Fund 111 - GENERAL Total: **4,597.61**

**Fund: 212 - TRANSPORTATION**

SWITCHES FOR SNOW BLOWER	EQUIPMENT MAINTENANCE				19.56
SWITCH FOR 1 TON	VEHICLE MAINTENANCE				7.46
LED FOR D. TRUCK	VEHICLE MAINTENANCE				18.30
SUPP FOR CENTRAL GARAGE	DEPARTMENT SUPPLIES				14.66
SUPP - HALOGEN CAPSULE FOR...	DEPARTMENT SUPPLIES				16.92
SUPP - HALOGEN CAPSULE FOR...	DEPARTMENT SUPPLIES				16.92
BATTERY FOR 1 TON	VEHICLE MAINTENANCE				108.54
SUPP FOR CENTRAL GARAGE	DEPARTMENT SUPPLIES				4.66
SUPP - FOR CENTRAL GARAGE	DEPARTMENT SUPPLIES				68.68
PARTS FOR 1 TON	VEHICLE MAINTENANCE				42.66
HOSE REEL	DEPARTMENT SUPPLIES				236.55
CREDIT ON HOSE REEL	DEPARTMENT SUPPLIES				-28.23
OIL SEAL FOR SNOW BLOWER	EQUIPMENT MAINTENANCE				12.30
SUPP FOR CENTRAL GARAGE	DEPARTMENT SUPPLIES				21.36
SUPP FOR CENTRAL GARAGE	DEPARTMENT SUPPLIES				47.49

Fund 212 - TRANSPORTATION Total: **607.83**

**Fund: 621 - ENVIRONMENTAL SERVICES**

vehicle mtnc	VEHICLE MAINTENANCE				34.98
vehicle mtnc	VEHICLE MAINTENANCE				5.87
dept supplies	DEPARTMENT SUPPLIES				106.30

Fund 621 - ENVIRONMENTAL SERVICES Total: **147.15**

Vendor 00861 - HEILBRUN'S INC. Total: **5,352.59**

**Vendor: 00299 - HULLINGER GLASS & LOCKS INC.**

**Fund: 111 - GENERAL**

DEPT SUPP	DEPARTMENT SUPPLIES				20.25
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Fund 111 - GENERAL Total: **20.25**

Vendor 00299 - HULLINGER GLASS & LOCKS INC. Total: **20.25**

**Vendor: 00166 - ICMA RETIREMENT TRUST-457**

**Fund: 713 - CASH & INVESTMENT POOL**

DE COMP	DEFERRED COMP EE PAY				1,725.14
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Fund 713 - CASH & INVESTMENT POOL Total: **1,725.14**

Vendor 00166 - ICMA RETIREMENT TRUST-457 Total: **1,725.14**

**Vendor: 00525 - IDEAL LAUNDRY AND CLEANERS, INC.**

**Fund: 111 - GENERAL**

JAN SUPP	JANITORIAL SUPPLIES				9.90
DEPT SUPP	DEPARTMENT SUPPLIES				44.49
JAN SUPP	JANITORIAL SUPPLIES				31.60
UNIFORMS	UNIFORMS & CLOTHING				87.21
Jan sup	JANITORIAL SUPPLIES				76.62
UNIFORMS	UNIFORMS & CLOTHING				87.21
UNIFORMS	UNIFORMS & CLOTHING				87.21
Jan sup	JANITORIAL SUPPLIES				76.62
Janitorial supplies	JANITORIAL SUPPLIES				76.62
UNIFORMS	UNIFORMS & CLOTHING				87.21

Fund 111 - GENERAL Total: **664.69**

**Fund: 212 - TRANSPORTATION**

SUPP - MATS,TOWELS, CVRLLS	DEPARTMENT SUPPLIES				85.71
SUPP - MATS, TOWELS, CVRLLS	DEPARTMENT SUPPLIES				61.11

Fund 212 - TRANSPORTATION Total: **146.82**

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
dept supplies	DEPARTMENT SUPPLIES				191.57
					Fund 621 - ENVIRONMENTAL SERVICES Total:
					191.57
<b>Fund: 641 - WATER</b>					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				23.39
					Fund 641 - WATER Total:
					23.39
					Vendor 00525 - IDEAL LAUNDRY AND CLEANERS, INC. Total:
					1,026.47
<b>Vendor: 09291 - INGRAM LIBRARY SERVICES INC</b>					
<b>Fund: 111 - GENERAL</b>					
Bks	BOOKS				31.90
					Fund 111 - GENERAL Total:
					31.90
					Vendor 09291 - INGRAM LIBRARY SERVICES INC Total:
					31.90
<b>Vendor: 08154 - INTERNAL REVENUE SERVICE</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
WITHHOLDINGS	MEDICARE W/H EE PAYABLE				3,744.86
WITHHOLDINGS	FICA W/H EE PAYABLE				13,798.18
WITHHOLDINGS	FED W/H EE PAYABLE				27,214.58
WITHHOLDINGS	MEDICARE W/H ER PAYABLE				3,744.86
WITHHOLDINGS	FICA W/H ER PAYABLE				13,798.18
					Fund 713 - CASH & INVESTMENT POOL Total:
					62,300.66
					Vendor 08154 - INTERNAL REVENUE SERVICE Total:
					62,300.66
<b>Vendor: 08525 - INTRALINKS, INC</b>					
<b>Fund: 111 - GENERAL</b>					
SUPPLIES	DEPARTMENT SUPPLIES				92.29
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				2,418.75
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				787.50
					Fund 111 - GENERAL Total:
					3,298.54
					Vendor 08525 - INTRALINKS, INC Total:
					3,298.54
<b>Vendor: 05696 - INVENTIVE WIRELESS OF NE, LLC</b>					
<b>Fund: 111 - GENERAL</b>					
contractual	CONTRACTUAL SERVICES				8.00
					Fund 111 - GENERAL Total:
					8.00
					Vendor 05696 - INVENTIVE WIRELESS OF NE, LLC Total:
					8.00
<b>Vendor: 00192 - J G ELLIOTT CO.INC.</b>					
<b>Fund: 111 - GENERAL</b>					
BOND - DEPUTY CITY CLERK	BONDING				875.00
					Fund 111 - GENERAL Total:
					875.00
					Vendor 00192 - J G ELLIOTT CO.INC. Total:
					875.00
<b>Vendor: 06131 - JOHN DEERE FINANCIAL</b>					
<b>Fund: 111 - GENERAL</b>					
DEPT SUPP	DEPARTMENT SUPPLIES				27.99
					Fund 111 - GENERAL Total:
					27.99
					Vendor 06131 - JOHN DEERE FINANCIAL Total:
					27.99
<b>Vendor: 09474 - JOHN DEERE FINANCIAL</b>					
<b>Fund: 111 - GENERAL</b>					
EQUIP MAINT	EQUIPMENT MAINTENANCE				37.96
EQUIP MAINT	EQUIPMENT MAINTENANCE				23.71
EQUIP MAINT	EQUIPMENT MAINTENANCE				586.46
EQUIP MAINT	EQUIPMENT MAINTENANCE				149.80
equip maint	EQUIPMENT MAINTENANCE				2.56
					Fund 111 - GENERAL Total:
					800.49
					Vendor 09474 - JOHN DEERE FINANCIAL Total:
					800.49

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: 01170 - KEMBEL SAND &amp; GRAVEL COMPANY</b>					
<b>Fund: 213 - CEMETERY</b>					
DEPT SUPP	DEPARTMENT SUPPLIES				115.04
				<b>Fund 213 - CEMETERY Total:</b>	<b>115.04</b>
				<b>Vendor 01170 - KEMBEL SAND &amp; GRAVEL COMPANY Total:</b>	<b>115.04</b>
<b>Vendor: 00395 - KOIS BROTHERS EQUIPMENT CO INC</b>					
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
vehicle mtnc	VEHICLE MAINTENANCE				1,242.07
				<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>	<b>1,242.07</b>
				<b>Vendor 00395 - KOIS BROTHERS EQUIPMENT CO INC Total:</b>	<b>1,242.07</b>
<b>Vendor: 00300 - LEAGUE OF NEBRASKA MUNICIPALITIES</b>					
<b>Fund: 631 - WASTEWATER</b>					
SCHOOLS & CONF	SCHOOL & CONFERENCE				80.00
				<b>Fund 631 - WASTEWATER Total:</b>	<b>80.00</b>
				<b>Vendor 00300 - LEAGUE OF NEBRASKA MUNICIPALITIES Total:</b>	<b>80.00</b>
<b>Vendor: 05578 - LEXISNEXIS RISK DATA MANAGMENT INC</b>					
<b>Fund: 111 - GENERAL</b>					
CONSULTING	CONSULTING SERVICES				100.00
				<b>Fund 111 - GENERAL Total:</b>	<b>100.00</b>
				<b>Vendor 05578 - LEXISNEXIS RISK DATA MANAGMENT INC Total:</b>	<b>100.00</b>
<b>Vendor: 00242 - M.C. SCHAFF &amp; ASSOCIATES, INC</b>					
<b>Fund: 111 - GENERAL</b>					
DEPT CNTRCL SRVCS	CONTRACTUAL SERVICES				1,430.00
				<b>Fund 111 - GENERAL Total:</b>	<b>1,430.00</b>
<b>Fund: 212 - TRANSPORTATION</b>					
ENGINEERING SERVICES FOR ST...	STREET PROJECTS				130.00
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>130.00</b>
				<b>Vendor 00242 - M.C. SCHAFF &amp; ASSOCIATES, INC Total:</b>	<b>1,560.00</b>
<b>Vendor: 08190 - MADISON NATIONAL LIFE</b>					
<b>Fund: 111 - GENERAL</b>					
LIFE INS	DISABILITY INSURANCE				371.23
				<b>Fund 111 - GENERAL Total:</b>	<b>371.23</b>
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
LIFE INS	LIFE INS EE PAYABLE				37.20
LIFE INS	DIS INC INS EE PAYABLE				694.01
LIFE INS	LIFE INS ER PAYABLE				771.84
				<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>	<b>1,503.05</b>
				<b>Vendor 08190 - MADISON NATIONAL LIFE Total:</b>	<b>1,874.28</b>
<b>Vendor: 09594 - MARSHALL JUDY</b>					
<b>Fund: 111 - GENERAL</b>					
legal	LEGAL FEES				32.65
				<b>Fund 111 - GENERAL Total:</b>	<b>32.65</b>
				<b>Vendor 09594 - MARSHALL JUDY Total:</b>	<b>32.65</b>
<b>Vendor: 08317 - MATHESON TRI-GAS INC</b>					
<b>Fund: 641 - WATER</b>					
RENT MACHINES	RENT-MACHINES				29.40
RENT MACHINES	RENT-MACHINES				27.10
				<b>Fund 641 - WATER Total:</b>	<b>56.50</b>
				<b>Vendor 08317 - MATHESON TRI-GAS INC Total:</b>	<b>56.50</b>
<b>Vendor: 09591 - MAXWELL JANA E</b>					
<b>Fund: 111 - GENERAL</b>					
LEGAL	LEGAL FEES				20.00
				<b>Fund 111 - GENERAL Total:</b>	<b>20.00</b>
				<b>Vendor 09591 - MAXWELL JANA E Total:</b>	<b>20.00</b>

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<b>Vendor: 09593 - MCPHAIL CATHY</b>						
<b>Fund: 111 - GENERAL</b>						
LEGAL	LEGAL FEES				23.45	
					<b>Fund 111 - GENERAL Total:</b>	<b>23.45</b>
					<b>Vendor 09593 - MCPHAIL CATHY Total:</b>	<b>23.45</b>
<b>Vendor: 07628 - MENARDS, INC</b>						
<b>Fund: 111 - GENERAL</b>						
equipment repairs	EQUIPMENT MAINTENANCE				9.73	
DEPT SUPP	DEPARTMENT SUPPLIES				398.72	
Department supplies	DEPARTMENT SUPPLIES				31.54	
DEPT SUPP	DEPARTMENT SUPPLIES				11.98	
DEPT SUPP	DEPARTMENT SUPPLIES				979.64	
DEPT SUPP	DEPARTMENT SUPPLIES				137.39	
DEPT SUPP	DEPARTMENT SUPPLIES				138.49	
					<b>Fund 111 - GENERAL Total:</b>	<b>1,707.49</b>
<b>Fund: 212 - TRANSPORTATION</b>						
SUPP - SANDERS, SANDPAPER	DEPARTMENT SUPPLIES				123.17	
SUPP - HEATER	DEPARTMENT SUPPLIES				18.84	
					<b>Fund 212 - TRANSPORTATION Total:</b>	<b>142.01</b>
<b>Fund: 213 - CEMETERY</b>						
equip maint	EQUIPMENT MAINTENANCE				17.97	
DEPT SUPP	DEPARTMENT SUPPLIES				21.78	
					<b>Fund 213 - CEMETERY Total:</b>	<b>39.75</b>
<b>Fund: 631 - WASTEWATER</b>						
DEPT SUP	DEPARTMENT SUPPLIES				44.61	
DEPT SUP	DEPARTMENT SUPPLIES				18.99	
DEPT SUP	DEPARTMENT SUPPLIES				56.76	
					<b>Fund 631 - WASTEWATER Total:</b>	<b>120.36</b>
					<b>Vendor 07628 - MENARDS, INC Total:</b>	<b>2,009.61</b>
<b>Vendor: 00705 - MIDLANDS NEWSPAPERS, INC</b>						
<b>Fund: 111 - GENERAL</b>						
LEGAL PUB	LEGAL PUBLICATIONS				17.94	
Legal Publishing	LEGAL PUBLICATIONS				84.13	
Legal Publishing	LEGAL PUBLICATIONS				18.32	
Legal Publishing	LEGAL PUBLICATIONS				532.13	
Legal Publishing	LEGAL PUBLICATIONS				29.38	
Legal Publishing	LEGAL PUBLICATIONS				20.23	
					<b>Fund 111 - GENERAL Total:</b>	<b>702.13</b>
					<b>Vendor 00705 - MIDLANDS NEWSPAPERS, INC Total:</b>	<b>702.13</b>
<b>Vendor: 00661 - MID-STATES ORGANIZED CRIME INFORMATION CENTER</b>						
<b>Fund: 111 - GENERAL</b>						
MEMBERSHIP	MEMBERSHIPS				200.00	
					<b>Fund 111 - GENERAL Total:</b>	<b>200.00</b>
					<b>Vendor 00661 - MID-STATES ORGANIZED CRIME INFORMATION CENTER Total:</b>	<b>200.00</b>
<b>Vendor: 06145 - MIDWEST MOTOR SUPPLY CO INC</b>						
<b>Fund: 212 - TRANSPORTATION</b>						
SUPP FOR CENTRAL GARAGE	DEPARTMENT SUPPLIES				218.10	
SUPP FOR CENTRAL GARAGE	EQUIPMENT MAINTENANCE				797.21	
					<b>Fund 212 - TRANSPORTATION Total:</b>	<b>1,015.31</b>
					<b>Vendor 06145 - MIDWEST MOTOR SUPPLY CO INC Total:</b>	<b>1,015.31</b>
<b>Vendor: 00490 - MUNICIPAL SUPPLY INC. OF NEBRASKA</b>						
<b>Fund: 641 - WATER</b>						
DEPT SUP	DEPARTMENT SUPPLIES				8,773.23	
					<b>Fund 641 - WATER Total:</b>	<b>8,773.23</b>
					<b>Vendor 00490 - MUNICIPAL SUPPLY INC. OF NEBRASKA Total:</b>	<b>8,773.23</b>

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: 06554 - NAEM</b>					
<b>Fund: 111 - GENERAL</b>					
MEMBERSHIP	MEMBERSHIPS				50.00
				<b>Fund 111 - GENERAL Total:</b>	<b>50.00</b>
				<b>Vendor 06554 - NAEM Total:</b>	<b>50.00</b>
<b>Vendor: 09304 - NCMA</b>					
<b>Fund: 111 - GENERAL</b>					
MEMBERSHIP	MEMBERSHIPS				467.06
				<b>Fund 111 - GENERAL Total:</b>	<b>467.06</b>
				<b>Vendor 09304 - NCMA Total:</b>	<b>467.06</b>
<b>Vendor: 04082 - NE CHILD SUPPORT PAYMENT CENTER</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
NE CHILD SUPPORT PYBLE	CHILD SUPPORT EE PAY				1,863.43
				<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>	<b>1,863.43</b>
				<b>Vendor 04082 - NE CHILD SUPPORT PAYMENT CENTER Total:</b>	<b>1,863.43</b>
<b>Vendor: 00797 - NE DEPT OF REVENUE</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
WITHHOLDINGS	STATE W/H EE PAYABLE				30,754.34
				<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>	<b>30,754.34</b>
				<b>Vendor 00797 - NE DEPT OF REVENUE Total:</b>	<b>30,754.34</b>
<b>Vendor: 01358 - NE LAW ENFORCEMENT TRAINING CENTER</b>					
<b>Fund: 111 - GENERAL</b>					
SCHOOLS & CONF	SCHOOL & CONFERENCE				100.00
				<b>Fund 111 - GENERAL Total:</b>	<b>100.00</b>
				<b>Vendor 01358 - NE LAW ENFORCEMENT TRAINING CENTER Total:</b>	<b>100.00</b>
<b>Vendor: 00253 - NEBRASKA RURAL WATER ASSOCIATION</b>					
<b>Fund: 631 - WASTEWATER</b>					
MEMBERSHIPS	MEMBERSHIPS				137.50
				<b>Fund 631 - WASTEWATER Total:</b>	<b>137.50</b>
<b>Fund: 641 - WATER</b>					
MEMBERSHIPS	MEMBERSHIPS				137.50
				<b>Fund 641 - WATER Total:</b>	<b>137.50</b>
				<b>Vendor 00253 - NEBRASKA RURAL WATER ASSOCIATION Total:</b>	<b>275.00</b>
<b>Vendor: 00402 - NEBRASKA MACHINERY CO</b>					
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
equip mtn	EQUIPMENT MAINTENANCE				772.56
				<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>	<b>772.56</b>
<b>Fund: 631 - WASTEWATER</b>					
EQUIP MAINT	EQUIPMENT MAINTENANCE				662.50
				<b>Fund 631 - WASTEWATER Total:</b>	<b>662.50</b>
				<b>Vendor 00402 - NEBRASKA MACHINERY CO Total:</b>	<b>1,435.06</b>
<b>Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT</b>					
<b>Fund: 111 - GENERAL</b>					
Electric	ELECTRICITY				459.02
Electric	ELECTRICITY				158.92
Electric	ELECTRICITY				519.92
Electric	ELECTRICITY				519.91
Electric	ELECTRICITY				89.62
Electric	ELECTRICITY				1,868.36
Electric	ELECTRICITY				2,523.25
Electric	ELECTRICITY				32.23
Electric	ELECTRICITY				66.33
Electric	STREET LIGHTS				100.40
				<b>Fund 111 - GENERAL Total:</b>	<b>6,337.96</b>

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount	
<b>Fund: 212 - TRANSPORTATION</b>						
Electric	ELECTRICITY				719.81	
Electric	ELECTRIC POWER				1,841.59	
Electric	STREET LIGHTS				28,218.91	
					Fund 212 - TRANSPORTATION Total:	30,780.31
<b>Fund: 213 - CEMETERY</b>						
Electric	ELECTRICITY				493.47	
					Fund 213 - CEMETERY Total:	493.47
<b>Fund: 216 - BUSINESS IMPROVEMENT</b>						
Electric	STREET LIGHTS				85.42	
					Fund 216 - BUSINESS IMPROVEMENT Total:	85.42
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>						
Electric	ELECTRICITY				662.04	
					Fund 621 - ENVIRONMENTAL SERVICES Total:	662.04
<b>Fund: 631 - WASTEWATER</b>						
Electric	ELECTRICITY				237.58	
Electric	ELECTRIC POWER				1,336.95	
					Fund 631 - WASTEWATER Total:	1,574.53
<b>Fund: 641 - WATER</b>						
Electric	ELECTRICITY				237.58	
Electric	ELECTRIC POWER				467.60	
					Fund 641 - WATER Total:	705.18
					Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:	40,638.91
<b>Vendor: 00722 - NEBRASKA SALT AND GRAIN CO</b>						
<b>Fund: 212 - TRANSPORTATION</b>						
1 LD. ICE SLICER	STREET REPAIR SUPPLIES				3,817.58	
					Fund 212 - TRANSPORTATION Total:	3,817.58
					Vendor 00722 - NEBRASKA SALT AND GRAIN CO Total:	3,817.58
<b>Vendor: 09413 - NEOPOST</b>						
<b>Fund: 111 - GENERAL</b>						
POSTAGE	POSTAGE				1,000.00	
Pstg - library	POSTAGE				499.68	
					Fund 111 - GENERAL Total:	1,499.68
					Vendor 09413 - NEOPOST Total:	1,499.68
<b>Vendor: 09409 - NETWORKFLEET, INC</b>						
<b>Fund: 212 - TRANSPORTATION</b>						
GPS SERVICE	DEPARTMENT SUPPLIES				18.95	
					Fund 212 - TRANSPORTATION Total:	18.95
					Vendor 09409 - NETWORKFLEET, INC Total:	18.95
<b>Vendor: 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF</b>						
<b>Fund: 212 - TRANSPORTATION</b>						
ELL & PLUG FOR SNOW BLOWER	EQUIPMENT MAINTENANCE				6.12	
					Fund 212 - TRANSPORTATION Total:	6.12
					Vendor 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF Total:	6.12
<b>Vendor: 08840 - ONE CALL CONCEPTS, INC</b>						
<b>Fund: 212 - TRANSPORTATION</b>						
contractual serv	CONTRACTUAL SERVICES				17.80	
					Fund 212 - TRANSPORTATION Total:	17.80
<b>Fund: 631 - WASTEWATER</b>						
contractual serv	CONTRACTUAL SERVICES				17.80	
					Fund 631 - WASTEWATER Total:	17.80

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Fund: 641 - WATER</b>					
contractual serv	CONTRACTUAL SERVICES				17.80
				<b>Fund 641 - WATER Total:</b>	<b>17.80</b>
				<b>Vendor 08840 - ONE CALL CONCEPTS, INC Total:</b>	<b>53.40</b>
<b>Vendor: 00285 - OREGON TRAIL PLUMBING, HEATING &amp; COOLING INC</b>					
<b>Fund: 631 - WASTEWATER</b>					
BUILDING MAINT	BUILDING MAINTENANCE				392.50
				<b>Fund 631 - WASTEWATER Total:</b>	<b>392.50</b>
<b>Fund: 641 - WATER</b>					
BUILDING MAINT	BUILDING MAINTENANCE				392.50
				<b>Fund 641 - WATER Total:</b>	<b>392.50</b>
				<b>Vendor 00285 - OREGON TRAIL PLUMBING, HEATING &amp; COOLING INC Total:</b>	<b>785.00</b>
<b>Vendor: 00815 - PANHANDLE AREA DEVELOPMENT DISTRICT</b>					
<b>Fund: 111 - GENERAL</b>					
CONTRACTUAL SERV	CONTRACTUAL SERVICES				3,060.00
				<b>Fund 111 - GENERAL Total:</b>	<b>3,060.00</b>
				<b>Vendor 00815 - PANHANDLE AREA DEVELOPMENT DISTRICT Total:</b>	<b>3,060.00</b>
<b>Vendor: 00187 - PANHANDLE CONCRETE PRODUCTS, INC</b>					
<b>Fund: 631 - WASTEWATER</b>					
DEPT SUP	DEPARTMENT SUPPLIES				72.00
				<b>Fund 631 - WASTEWATER Total:</b>	<b>72.00</b>
				<b>Vendor 00187 - PANHANDLE CONCRETE PRODUCTS, INC Total:</b>	<b>72.00</b>
<b>Vendor: 00550 - PANHANDLE COOPERATIVE ASSOCIATION</b>					
<b>Fund: 111 - GENERAL</b>					
fuel for city car	GASOLINE				49.07
monthly fuel fire	GASOLINE				509.90
GASOLINE	GASOLINE				2,743.97
GASOLINE	GASOLINE				81.00
fuel	GASOLINE				-85.57
fuel	GASOLINE				1,175.44
fuel	OTHER FUEL				455.58
DEPT FUEL	GASOLINE				146.98
				<b>Fund 111 - GENERAL Total:</b>	<b>5,076.37</b>
<b>Fund: 212 - TRANSPORTATION</b>					
UNLEADED GASOLINE	GASOLINE				949.46
UNLEADED GASOLINE	OTHER FUEL				5,327.34
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>6,276.80</b>
<b>Fund: 213 - CEMETERY</b>					
fuel	GASOLINE				63.09
				<b>Fund 213 - CEMETERY Total:</b>	<b>63.09</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
Gasoline	GASOLINE				4,850.15
				<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>	<b>4,850.15</b>
<b>Fund: 631 - WASTEWATER</b>					
FUEL	GASOLINE				654.91
FUEL	OTHER FUEL				1,216.18
FUEL	HEATING FUEL				112.20
				<b>Fund 631 - WASTEWATER Total:</b>	<b>1,983.29</b>
<b>Fund: 641 - WATER</b>					
FUEL	GASOLINE				930.89
FUEL	OTHER FUEL				53.55
FUEL	HEATING FUEL				112.19
				<b>Fund 641 - WATER Total:</b>	<b>1,096.63</b>
				<b>Vendor 00550 - PANHANDLE COOPERATIVE ASSOCIATION Total:</b>	<b>19,346.33</b>

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC</b>					
<b>Fund: 641 - WATER</b>					
SAMPLES	SAMPLES				54.00
SAMPLES	SAMPLES				72.00
<b>Fund 641 - WATER Total:</b>					<b>126.00</b>
<b>Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:</b>					<b>126.00</b>
<b>Vendor: 01276 - PLATTE VALLEY BANK</b>					
<b>Fund: 661 - STORMWATER</b>					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				38,284.02
<b>Fund 661 - STORMWATER Total:</b>					<b>38,284.02</b>
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
HSA	HSA EE PAYABLE				12,448.96
HSA	HSA ER PAYABLE				28,493.75
<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>					<b>40,942.71</b>
<b>Vendor 01276 - PLATTE VALLEY BANK Total:</b>					<b>79,226.73</b>
<b>Vendor: 00272 - POSTMASTER</b>					
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
Postage	POSTAGE				115.87
Postage	POSTAGE				183.22
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>					<b>299.09</b>
<b>Fund: 631 - WASTEWATER</b>					
Postage	POSTAGE				115.87
Postage	POSTAGE				183.22
<b>Fund 631 - WASTEWATER Total:</b>					<b>299.09</b>
<b>Fund: 641 - WATER</b>					
Postage	POSTAGE				115.86
Postage	POSTAGE				183.22
<b>Fund 641 - WATER Total:</b>					<b>299.08</b>
<b>Vendor 00272 - POSTMASTER Total:</b>					<b>897.26</b>
<b>Vendor: 01920 - PRAISE WINDOWS INC</b>					
<b>Fund: 111 - GENERAL</b>					
Bldg main.	BUILDING MAINTENANCE				645.00
<b>Fund 111 - GENERAL Total:</b>					<b>645.00</b>
<b>Vendor 01920 - PRAISE WINDOWS INC Total:</b>					<b>645.00</b>
<b>Vendor: 04239 - PUBLIC SAFETY CENTER, INC</b>					
<b>Fund: 111 - GENERAL</b>					
department supplies	DEPARTMENT SUPPLIES				289.59
<b>Fund 111 - GENERAL Total:</b>					<b>289.59</b>
<b>Vendor 04239 - PUBLIC SAFETY CENTER, INC Total:</b>					<b>289.59</b>
<b>Vendor: 01356 - QUICK CARE MEDICAL SERVICES</b>					
<b>Fund: 111 - GENERAL</b>					
DOT physicals two staff	CONTRACTUAL SERVICES				250.00
<b>Fund 111 - GENERAL Total:</b>					<b>250.00</b>
<b>Vendor 01356 - QUICK CARE MEDICAL SERVICES Total:</b>					<b>250.00</b>
<b>Vendor: 00266 - QUILL CORPORATION</b>					
<b>Fund: 111 - GENERAL</b>					
DEPT SUPPL	DEPARTMENT SUPPLIES				89.98
<b>Fund 111 - GENERAL Total:</b>					<b>89.98</b>
<b>Vendor 00266 - QUILL CORPORATION Total:</b>					<b>89.98</b>
<b>Vendor: 00703 - REGION I OFFICE OF HUMAN DEVELOPMENT</b>					
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
contractual services	CONTRACTUAL SERVICES				825.00
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>					<b>825.00</b>
<b>Vendor 00703 - REGION I OFFICE OF HUMAN DEVELOPMENT Total:</b>					<b>825.00</b>



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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: 04089 - REGIONAL CARE INC</b>					
<b>Fund: 812 - HEALTH INSURANCE</b>					
FLEX	FLEXIBLE BENFT EXPENSES				300.00
CLAIMS	CLAIMS EXPENSE				112,333.81
CLAIMS	CLAIMS EXPENSE				21,574.11
<b>Fund 812 - HEALTH INSURANCE Total:</b>					<b>134,207.92</b>
<b>Vendor 04089 - REGIONAL CARE INC Total:</b>					<b>134,207.92</b>
<b>Vendor: 00364 - REGIONAL WEST MEDICAL CENTER</b>					
<b>Fund: 812 - HEALTH INSURANCE</b>					
health fair	CLAIMS EXPENSE				5,661.60
<b>Fund 812 - HEALTH INSURANCE Total:</b>					<b>5,661.60</b>
<b>Vendor 00364 - REGIONAL WEST MEDICAL CENTER Total:</b>					<b>5,661.60</b>
<b>Vendor: 07641 - REGIONAL WEST PHYSICIANS CLINIC</b>					
<b>Fund: 111 - GENERAL</b>					
CONSULTING	CONSULTING SERVICES				24.00
<b>Fund 111 - GENERAL Total:</b>					<b>24.00</b>
<b>Vendor 07641 - REGIONAL WEST PHYSICIANS CLINIC Total:</b>					<b>24.00</b>
<b>Vendor: 00798 - REGISTER OF DEEDS</b>					
<b>Fund: 213 - CEMETERY</b>					
LEGAL	LEGAL FEES				10.00
LEGAL	LEGAL FEES				10.00
LEGAL	LEGAL FEES				10.00
LEGAL	LEGAL FEES				10.00
LEGAL	LEGAL FEES				10.00
LEGAL	LEGAL FEES				10.00
LEGAL	LEGAL FEES				10.00
LEGAL	LEGAL FEES				10.00
<b>Fund 213 - CEMETERY Total:</b>					<b>80.00</b>
<b>Vendor 00798 - REGISTER OF DEEDS Total:</b>					<b>80.00</b>
<b>Vendor: 02667 - RICHS WRECKING &amp; SALVAGE</b>					
<b>Fund: 111 - GENERAL</b>					
VEH MAINT	VEHICLE MAINTENANCE				450.00
<b>Fund 111 - GENERAL Total:</b>					<b>450.00</b>
<b>Vendor 02667 - RICHS WRECKING &amp; SALVAGE Total:</b>					<b>450.00</b>
<b>Vendor: 09383 - RUSHMORE MEDIA COMPANY, INC</b>					
<b>Fund: 661 - STORMWATER</b>					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				300.00
CONTRACTUAL SVC	CONTRACTUAL SERVICES				12.50
CONTRACTUAL SVC	CONTRACTUAL SERVICES				12.50
<b>Fund 661 - STORMWATER Total:</b>					<b>325.00</b>
<b>Vendor 09383 - RUSHMORE MEDIA COMPANY, INC Total:</b>					<b>325.00</b>
<b>Vendor: 00026 - S M E C</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
employee deductions	SMEC EE PAYABLE				195.50
<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>					<b>195.50</b>
<b>Vendor 00026 - S M E C Total:</b>					<b>195.50</b>
<b>Vendor: 09595 - SALAZAR BEN</b>					
<b>Fund: 111 - GENERAL</b>					
legal	LEGAL FEES				23.45
<b>Fund 111 - GENERAL Total:</b>					<b>23.45</b>
<b>Vendor 09595 - SALAZAR BEN Total:</b>					<b>23.45</b>
<b>Vendor: 00257 - SANDBERG IMPLEMENT, INC</b>					
<b>Fund: 111 - GENERAL</b>					
EQUIP MAINT	EQUIPMENT MAINTENANCE				-73.20
EQUIP MAINT	EQUIPMENT MAINTENANCE				22.24

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
EQUIP MAINT	EQUIPMENT MAINTENANCE				4.62
EQUIP MAINT	EQUIPMENT MAINTENANCE				77.24
EQUIP MAINT	EQUIPMENT MAINTENANCE				110.00
EQUIP MAINT	EQUIPMENT MAINTENANCE				80.08
<b>Fund 111 - GENERAL Total:</b>					<b>220.98</b>
<b>Fund: 212 - TRANSPORTATION</b>					
PARTS FOR CHAINSAW - FILTERS..EQUIPMENT MAINTENANCE					37.15
<b>Fund 212 - TRANSPORTATION Total:</b>					<b>37.15</b>
<b>Vendor 00257 - SANDBERG IMPLEMENT, INC Total:</b>					<b>258.13</b>
<b>Vendor: 02531 - SCB FIREFIGHTERS UNION LOCAL 1454</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
FIRE EE DUES	FIRE UNION DUES EE PAY				195.00
<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>					<b>195.00</b>
<b>Vendor 02531 - SCB FIREFIGHTERS UNION LOCAL 1454 Total:</b>					<b>195.00</b>
<b>Vendor: 00111 - SCOTTSBLUFF BODY &amp; PAINT</b>					
<b>Fund: 111 - GENERAL</b>					
TOW SERVICE	CONTRACTUAL SERVICES				75.00
TOW SERVICE	CONTRACTUAL SERVICES				65.00
TOW SERVICE	CONTRACTUAL SERVICES				65.00
TOW SERVICE	CONTRACTUAL SERVICES				75.00
TOW SERVICE	CONTRACTUAL SERVICES				85.00
TOW SERVICE	CONTRACTUAL SERVICES				65.00
TOW SERVICE	CONTRACTUAL SERVICES				70.00
TOW SERVICE	CONTRACTUAL SERVICES				80.00
TOW SERVICE	CONTRACTUAL SERVICES				75.00
<b>Fund 111 - GENERAL Total:</b>					<b>655.00</b>
<b>Vendor 00111 - SCOTTSBLUFF BODY &amp; PAINT Total:</b>					<b>655.00</b>
<b>Vendor: 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
POLICE EE DUES	POL UNION DUES EE PAY				552.00
<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>					<b>552.00</b>
<b>Vendor 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION Total:</b>					<b>552.00</b>
<b>Vendor: 01271 - SCOTTSBLUFF SCREENPRINTING &amp; EMBROIDERY, LLC</b>					
<b>Fund: 111 - GENERAL</b>					
UNIFORMS	UNIFORMS & CLOTHING				825.00
<b>Fund 111 - GENERAL Total:</b>					<b>825.00</b>
<b>Vendor 01271 - SCOTTSBLUFF SCREENPRINTING &amp; EMBROIDERY, LLC Total:</b>					<b>825.00</b>
<b>Vendor: 00021 - SIMMONS OLSEN LAW FIRM, P.C.</b>					
<b>Fund: 111 - GENERAL</b>					
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				288.50
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				6,264.61
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				4,167.18
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				1,525.00
<b>Fund 111 - GENERAL Total:</b>					<b>12,245.29</b>
<b>Fund: 216 - BUSINESS IMPROVEMENT</b>					
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				189.00
<b>Fund 216 - BUSINESS IMPROVEMENT Total:</b>					<b>189.00</b>
<b>Fund: 224 - ECONOMIC DEVELOPMENT</b>					
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				162.00
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				1,971.00
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				189.00
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				729.00
<b>Fund 224 - ECONOMIC DEVELOPMENT Total:</b>					<b>3,051.00</b>

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Fund: 631 - WASTEWATER</b>					
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				81.00
				<b>Fund 631 - WASTEWATER Total:</b>	<b>81.00</b>
<b>Fund: 661 - STORMWATER</b>					
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				472.50
				<b>Fund 661 - STORMWATER Total:</b>	<b>472.50</b>
				<b>Vendor 00021 - SIMMONS OLSEN LAW FIRM, P.C. Total:</b>	<b>16,038.79</b>
<b>Vendor: 01031 - SIMON CONTRACTORS</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
SNOW HAULING FOR TRANSP...	CONTRACTUAL SERVICES				6,545.00
SAND FOR DE-ICING	STREET REPAIR SUPPLIES				68.37
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>6,613.37</b>
				<b>Vendor 01031 - SIMON CONTRACTORS Total:</b>	<b>6,613.37</b>
<b>Vendor: 09596 - STILLAHN CHRIS</b>					
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
dumpster	SALES & SERVICE				60.90
				<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>	<b>60.90</b>
				<b>Vendor 09596 - STILLAHN CHRIS Total:</b>	<b>60.90</b>
<b>Vendor: 07687 - THE CHICAGO LUMBER COMPANY OF OMAHA INC</b>					
<b>Fund: 111 - GENERAL</b>					
DEPT SUPP	DEPARTMENT SUPPLIES				34.57
				<b>Fund 111 - GENERAL Total:</b>	<b>34.57</b>
				<b>Vendor 07687 - THE CHICAGO LUMBER COMPANY OF OMAHA INC Total:</b>	<b>34.57</b>
<b>Vendor: 01325 - THE PEAVEY CORP</b>					
<b>Fund: 111 - GENERAL</b>					
INVEST SUPPL	INVESTIGATION SUPPLIES				259.65
				<b>Fund 111 - GENERAL Total:</b>	<b>259.65</b>
				<b>Vendor 01325 - THE PEAVEY CORP Total:</b>	<b>259.65</b>
<b>Vendor: 05431 - THE WESTERN SUGAR COOPERATIVE</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
SUPPLIES - TRUCKBED LINERS	DEPARTMENT SUPPLIES				152.72
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>152.72</b>
				<b>Vendor 05431 - THE WESTERN SUGAR COOPERATIVE Total:</b>	<b>152.72</b>
<b>Vendor: 09379 - THOMAS P MILLER &amp; ASSOCIATES, LLC</b>					
<b>Fund: 224 - ECONOMIC DEVELOPMENT</b>					
LB840 - ECONOMIC DEVELOPM...	CONTRACTUAL SERVICES				6,577.53
				<b>Fund 224 - ECONOMIC DEVELOPMENT Total:</b>	<b>6,577.53</b>
				<b>Vendor 09379 - THOMAS P MILLER &amp; ASSOCIATES, LLC Total:</b>	<b>6,577.53</b>
<b>Vendor: 07537 - TRANS IOWA EQUIPMENT LLC</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
TRAY & WIPER FOR SWEEPERS	EQUIPMENT MAINTENANCE				2,703.53
FUEL TANK FOR SNOW BLOWER	EQUIPMENT MAINTENANCE				1,249.61
PARTS FOR SNOW BLOWER	EQUIPMENT MAINTENANCE				545.82
PARTS FOR SNOW BLOWER	EQUIPMENT MAINTENANCE				1,286.29
BUSHINGS FOR SWEEPERS	EQUIPMENT MAINTENANCE				137.50
BROOM BADGERS FOR SWEEPE...	EQUIPMENT MAINTENANCE				710.00
PART FOR SNOW BLOWER - SPI...	EQUIPMENT MAINTENANCE				2,915.08
WATER FILTERS FOR SWEEPERS	EQUIPMENT MAINTENANCE				219.14
CHECK VALVE FOR SWEEPERS	EQUIPMENT MAINTENANCE				59.81
BUSHINGS FOR SWEEPERS	EQUIPMENT MAINTENANCE				32.28
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>9,859.06</b>
				<b>Vendor 07537 - TRANS IOWA EQUIPMENT LLC Total:</b>	<b>9,859.06</b>

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: 00568 - TWIN CITY AUTO, INC</b>					
<b>Fund: 111 - GENERAL</b>					
EQUP MAINT	EQUIPMENT MAINTENANCE				203.15
					<b>Fund 111 - GENERAL Total:</b>
					<b>203.15</b>
<b>Fund: 212 - TRANSPORTATION</b>					
CUTTING EDGES FOR SNOW PL...	EQUIPMENT MAINTENANCE				1,388.54
					<b>Fund 212 - TRANSPORTATION Total:</b>
					<b>1,388.54</b>
<b>Vendor 00568 - TWIN CITY AUTO, INC Total:</b>					
					<b>1,591.69</b>
<b>Vendor: 08821 - TYLER TECHNOLOGIES, INC</b>					
<b>Fund: 111 - GENERAL</b>					
FEES - ONLINE UB	CONTRACTUAL SERVICES				87.00
					<b>Fund 111 - GENERAL Total:</b>
					<b>87.00</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
FEES - ONLINE UB	CONTRACTUAL SERVICES				87.00
					<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>
					<b>87.00</b>
<b>Fund: 631 - WASTEWATER</b>					
FEES - ONLINE UB	CONTRACTUAL SERVICES				87.00
					<b>Fund 631 - WASTEWATER Total:</b>
					<b>87.00</b>
<b>Fund: 641 - WATER</b>					
FEES - ONLINE UB	CONTRACTUAL SERVICES				87.00
FEES-UTILITY BILLING	BANK FEES				1,228.75
					<b>Fund 641 - WATER Total:</b>
					<b>1,315.75</b>
<b>Vendor 08821 - TYLER TECHNOLOGIES, INC Total:</b>					
					<b>1,576.75</b>
<b>Vendor: 09239 - UNIQUE MANAGEMENT SERVICES, INC</b>					
<b>Fund: 111 - GENERAL</b>					
Cont. srvc	CONTRACTUAL SERVICES				340.10
					<b>Fund 111 - GENERAL Total:</b>
					<b>340.10</b>
<b>Vendor 09239 - UNIQUE MANAGEMENT SERVICES, INC Total:</b>					
					<b>340.10</b>
<b>Vendor: 08887 - UPSTART ENTERPRISES, LLC</b>					
<b>Fund: 111 - GENERAL</b>					
EQUIP MAINT	EQUIPMENT MAINTENANCE				371.78
					<b>Fund 111 - GENERAL Total:</b>
					<b>371.78</b>
<b>Vendor 08887 - UPSTART ENTERPRISES, LLC Total:</b>					
					<b>371.78</b>
<b>Vendor: 08828 - US BANK</b>					
<b>Fund: 111 - GENERAL</b>					
SUBSCRIPTION - LOG ME IN	DEPARTMENT SUPPLIES				149.00
DEPT SUPPL	DEPARTMENT SUPPLIES				350.00
DEPT SUPPL	DEPARTMENT SUPPLIES				667.25
					<b>Fund 111 - GENERAL Total:</b>
					<b>1,166.25</b>
<b>Fund: 212 - TRANSPORTATION</b>					
PAYMENT FOR INITIAL TESTING ...SCHOOL & CONFERENCE					240.00
RECERTIFICATION FOR MOSQUI...SCHOOL & CONFERENCE					360.00
					<b>Fund 212 - TRANSPORTATION Total:</b>
					<b>600.00</b>
<b>Vendor 08828 - US BANK Total:</b>					
					<b>1,766.25</b>
<b>Vendor: 03674 - WELLS FARGO BANK, N.A.</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
RETIREMENT	REGULAR RETIRE EE PAY				7,223.66
RETIREMENT	RETIRE FIRE EE PAYABLE				2,778.23
RETIREMENT	RETIRE POLICE EE PAY				4,930.45
RETIREMENT	RETIRE-FIRE ER PAYABLE				4,762.42
RETIREMENT	RETIRE-POLICE ER PAY				4,768.51
					<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>
					<b>24,463.27</b>
<b>Vendor 03674 - WELLS FARGO BANK, N.A. Total:</b>					
					<b>24,463.27</b>

Expense Approval Report

Post Dates: 1/5/2016 - 1/19/2016

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: 00344 - WESTERN PATHOLOGY CONSULTANTS, INC</b>					
<b>Fund: 111 - GENERAL</b>					
CONTRACT SERVICES	CONTRACTUAL SERVICES				280.00
					<b>Fund 111 - GENERAL Total:</b>
					<b>280.00</b>
					<b>Vendor 00344 - WESTERN PATHOLOGY CONSULTANTS, INC Total:</b>
					<b>280.00</b>
<b>Vendor: 00209 - WESTERN PLAINS BUSINESS FORMS INC</b>					
<b>Fund: 631 - WASTEWATER</b>					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				37.19
					<b>Fund 631 - WASTEWATER Total:</b>
					<b>37.19</b>
<b>Fund: 641 - WATER</b>					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				37.19
					<b>Fund 641 - WATER Total:</b>
					<b>37.19</b>
					<b>Vendor 00209 - WESTERN PLAINS BUSINESS FORMS INC Total:</b>
					<b>74.38</b>
<b>Vendor: 04430 - WESTERN TRAVEL TERMINAL, LLC</b>					
<b>Fund: 631 - WASTEWATER</b>					
VEH MAINT	VEHICLE MAINTENANCE				66.99
					<b>Fund 631 - WASTEWATER Total:</b>
					<b>66.99</b>
<b>Fund: 641 - WATER</b>					
VEH MAINT	VEHICLE MAINTENANCE				13.00
					<b>Fund 641 - WATER Total:</b>
					<b>13.00</b>
					<b>Vendor 04430 - WESTERN TRAVEL TERMINAL, LLC Total:</b>
					<b>79.99</b>
<b>Vendor: 02057 - YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE</b>					
<b>Fund: 111 - GENERAL</b>					
January volunteer fitness progr...	VOLUNTEER FIREMAN				165.00
					<b>Fund 111 - GENERAL Total:</b>
					<b>165.00</b>
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
YMCA	YMCA PAY EE				1,992.75
					<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>
					<b>1,992.75</b>
					<b>Vendor 02057 - YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE Total:</b>
					<b>2,157.75</b>
					<b>Grand Total:</b>
					<b>613,175.82</b>

## Report Summary

## Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	61,351.04	371.23
212 - TRANSPORTATION	67,216.69	0.00
213 - CEMETERY	944.23	0.00
216 - BUSINESS IMPROVEMENT	274.42	0.00
218 - PUBLIC SAFETY	1,614.00	0.00
224 - ECONOMIC DEVELOPMENT	9,628.53	0.00
311 - DEBT SERVICE	1,680.00	0.00
621 - ENVIRONMENTAL SERVICES	59,463.63	299.09
631 - WASTEWATER	8,369.05	299.09
641 - WATER	56,879.98	299.08
661 - STORMWATER	39,116.24	0.00
713 - CASH & INVESTMENT POOL	166,734.35	166,734.35
721 - GIS SERVICES	34.14	0.00
812 - HEALTH INSURANCE	139,869.52	134,207.92
<b>Grand Total:</b>	<b>613,175.82</b>	<b>302,210.76</b>

## Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-51281-142	DISABILITY INSURANCE	371.23	371.23
111-52111-111	DEPARTMENT SUPPLIES	419.81	0.00
111-52111-116	DEPARTMENT SUPPLIES	92.29	0.00
111-52111-141	DEPARTMENT SUPPLIES	527.08	0.00
111-52111-142	DEPARTMENT SUPPLIES	1,287.23	0.00
111-52111-151	DEPARTMENT SUPPLIES	135.00	0.00
111-52111-171	DEPARTMENT SUPPLIES	5,663.86	0.00
111-52121-151	JANITORIAL SUPPLIES	229.86	0.00
111-52121-171	JANITORIAL SUPPLIES	41.50	0.00
111-52163-142	INVESTIGATION SUPPLIES	259.65	0.00
111-52164-141	VOLUNTEER FIREMAN	165.00	0.00
111-52181-142	UNIFORMS & CLOTHING	348.84	0.00
111-52181-171	UNIFORMS & CLOTHING	825.00	0.00
111-52222-151	BOOKS	31.90	0.00
111-52311-114	MEMBERSHIPS	467.06	0.00
111-52311-142	MEMBERSHIPS	200.00	0.00
111-52311-143	MEMBERSHIPS	50.00	0.00
111-52411-111	POSTAGE	1,000.00	0.00
111-52411-142	POSTAGE	38.75	0.00
111-52411-151	POSTAGE	499.68	0.00
111-52511-121	GASOLINE	146.98	0.00
111-52511-141	GASOLINE	558.97	0.00
111-52511-142	GASOLINE	2,743.97	0.00
111-52511-143	GASOLINE	81.00	0.00
111-52511-171	GASOLINE	1,089.87	0.00
111-52521-171	OTHER FUEL	455.58	0.00
111-53111-112	CONTRACTUAL SERVICES	280.00	0.00
111-53111-114	CONTRACTUAL SERVICES	6,553.11	0.00
111-53111-116	CONTRACTUAL SERVICES	3,293.25	0.00
111-53111-121	CONTRACTUAL SERVICES	4,490.00	0.00
111-53111-141	CONTRACTUAL SERVICES	250.00	0.00
111-53111-142	CONTRACTUAL SERVICES	6,347.18	0.00
111-53111-151	CONTRACTUAL SERVICES	418.04	0.00
111-53111-171	CONTRACTUAL SERVICES	8.00	0.00
111-53121-142	CONSULTING SERVICES	124.00	0.00
111-53161-111	LEGAL PUBLICATIONS	84.13	0.00
111-53161-112	LEGAL PUBLICATIONS	18.32	0.00
111-53161-115	LEGAL PUBLICATIONS	532.13	0.00
111-53161-121	LEGAL PUBLICATIONS	29.38	0.00

## Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53161-143	LEGAL PUBLICATIONS	17.94	0.00
111-53161-171	LEGAL PUBLICATIONS	20.23	0.00
111-53211-142	LEGAL FEES	119.55	0.00
111-53311-111	AUDIT	1,560.00	0.00
111-53311-121	AUDIT	720.00	0.00
111-53421-141	BUILDING MAINTENANCE	341.66	0.00
111-53421-142	BUILDING MAINTENANCE	33.50	0.00
111-53421-151	BUILDING MAINTENANCE	645.00	0.00
111-53441-111	EQUIPMENT MAINTENAN...	107.12	0.00
111-53441-141	EQUIPMENT MAINTENAN...	688.72	0.00
111-53441-142	EQUIPMENT MAINTENAN...	849.60	0.00
111-53441-171	EQUIPMENT MAINTENAN...	1,644.75	0.00
111-53451-142	VEHICLE MAINTENANCE	169.13	0.00
111-53451-171	VEHICLE MAINTENANCE	738.56	0.00
111-53511-111	ELECTRICITY	459.02	0.00
111-53511-141	ELECTRICITY	678.84	0.00
111-53511-142	ELECTRICITY	609.53	0.00
111-53511-151	ELECTRICITY	1,868.36	0.00
111-53511-171	ELECTRICITY	2,555.48	0.00
111-53511-172	ELECTRICITY	66.33	0.00
111-53551-171	STREET LIGHTS	100.40	0.00
111-53561-111	TELEPHONE	235.54	0.00
111-53561-112	TELEPHONE	69.44	0.00
111-53561-114	TELEPHONE	67.94	0.00
111-53561-115	TELEPHONE	37.14	0.00
111-53561-116	TELEPHONE	227.94	0.00
111-53561-121	TELEPHONE	246.04	0.00
111-53561-141	TELEPHONE	361.61	0.00
111-53561-142	TELEPHONE	1,618.23	0.00
111-53561-151	TELEPHONE	552.14	0.00
111-53561-171	TELEPHONE	181.29	0.00
111-53561-172	TELEPHONE	46.33	0.00
111-53571-141	CELLULAR PHONE	239.90	0.00
111-53631-142	RENT-MACHINES	47.11	0.00
111-53711-141	SCHOOL & CONFERENCE	389.75	0.00
111-53711-142	SCHOOL & CONFERENCE	347.25	0.00
111-53811-115	BONDING	875.00	0.00
111-58111-171	CONTINGENCY	1,657.02	0.00
212-52111-212	DEPARTMENT SUPPLIES	1,203.15	0.00
212-52171-212	STREET REPAIR SUPPLIES	3,885.95	0.00
212-52511-212	GASOLINE	949.46	0.00
212-52521-212	OTHER FUEL	5,327.34	0.00
212-53111-212	CONTRACTUAL SERVICES	6,562.80	0.00
212-53311-212	AUDIT	840.00	0.00
212-53441-212	EQUIPMENT MAINTENAN...	12,119.94	0.00
212-53451-212	VEHICLE MAINTENANCE	4,362.48	0.00
212-53511-212	ELECTRICITY	719.81	0.00
212-53531-212	ELECTRIC POWER	1,841.59	0.00
212-53551-212	STREET LIGHTS	28,218.91	0.00
212-53561-212	TELEPHONE	455.26	0.00
212-53711-212	SCHOOL & CONFERENCE	600.00	0.00
212-54322-212	STREET PROJECTS	130.00	0.00
213-52111-213	DEPARTMENT SUPPLIES	187.48	0.00
213-52511-213	GASOLINE	63.09	0.00
213-53211-213	LEGAL FEES	80.00	0.00
213-53441-213	EQUIPMENT MAINTENAN...	50.75	0.00
213-53511-213	ELECTRICITY	493.47	0.00
213-53561-213	TELEPHONE	69.44	0.00

## Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
216-53111-121	CONTRACTUAL SERVICES	189.00	0.00
216-53551-000	STREET LIGHTS	85.42	0.00
218-54411-142	EQUIPMENT	1,614.00	0.00
224-53111-113	CONTRACTUAL SERVICES	6,577.53	0.00
224-53111-114	CONTRACTUAL SERVICES	3,051.00	0.00
311-53311-111	AUDIT	1,680.00	0.00
621-46111-621	SALES & SERVICE	60.90	0.00
621-52111-621	DEPARTMENT SUPPLIES	574.60	0.00
621-52411-621	POSTAGE	299.09	299.09
621-52511-621	GASOLINE	4,850.15	0.00
621-53111-621	CONTRACTUAL SERVICES	912.00	0.00
621-53193-621	DISPOSAL FEES	46,307.43	0.00
621-53311-621	AUDIT	2,400.00	0.00
621-53441-621	EQUIPMENT MAINTENAN...	772.56	0.00
621-53451-621	VEHICLE MAINTENANCE	2,429.98	0.00
621-53511-621	ELECTRICITY	662.04	0.00
621-53561-621	TELEPHONE	194.88	0.00
631-52111-631	DEPARTMENT SUPPLIES	267.86	0.00
631-52311-631	MEMBERSHIPS	137.50	0.00
631-52411-631	POSTAGE	299.09	299.09
631-52511-631	GASOLINE	654.91	0.00
631-52521-631	OTHER FUEL	1,216.18	0.00
631-53111-631	CONTRACTUAL SERVICES	222.99	0.00
631-53311-631	AUDIT	2,400.00	0.00
631-53421-631	BUILDING MAINTENANCE	392.50	0.00
631-53441-631	EQUIPMENT MAINTENAN...	662.50	0.00
631-53451-631	VEHICLE MAINTENANCE	66.99	0.00
631-53511-631	ELECTRICITY	237.58	0.00
631-53521-631	HEATING FUEL	112.20	0.00
631-53531-631	ELECTRIC POWER	1,336.95	0.00
631-53561-631	TELEPHONE	135.88	0.00
631-53571-631	CELLULAR PHONE	47.92	0.00
631-53711-631	SCHOOL & CONFERENCE	178.00	0.00
641-52111-641	DEPARTMENT SUPPLIES	27,174.57	0.00
641-52116-641	METERS	22,898.37	0.00
641-52117-641	SAMPLES	126.00	0.00
641-52311-641	MEMBERSHIPS	137.50	0.00
641-52411-641	POSTAGE	299.08	299.08
641-52511-641	GASOLINE	930.89	0.00
641-52521-641	OTHER FUEL	53.55	0.00
641-53111-641	CONTRACTUAL SERVICES	165.38	0.00
641-53151-641	BANK FEES	1,228.75	0.00
641-53311-641	AUDIT	2,400.00	0.00
641-53421-641	BUILDING MAINTENANCE	392.50	0.00
641-53451-641	VEHICLE MAINTENANCE	13.00	0.00
641-53511-641	ELECTRICITY	237.58	0.00
641-53521-641	HEATING FUEL	112.19	0.00
641-53531-641	ELECTRIC POWER	467.60	0.00
641-53561-641	TELEPHONE	102.66	0.00
641-53571-641	CELLULAR PHONE	83.86	0.00
641-53631-641	RENT-MACHINES	56.50	0.00
661-53111-661	CONTRACTUAL SERVICES	39,081.52	0.00
661-53561-661	TELEPHONE	34.72	0.00
713-21512	MEDICARE W/H EE PAYAB...	3,744.86	3,744.86
713-21513	FICA W/H EE PAYABLE	13,798.18	13,798.18
713-21514	FED W/H EE PAYABLE	27,214.58	27,214.58
713-21515	STATE W/H EE PAYABLE	30,754.34	30,754.34
713-21517	POL UNION DUES EE PAY	552.00	552.00



**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>	<b>Payment Amount</b>
713-21518	FIRE UNION DUES EE PAY	195.00	195.00
713-21523	LIFE INS EE PAYABLE	71.56	71.56
713-21524	SMEC EE PAYABLE	195.50	195.50
713-21527	WAGE ATTACHMENT EE ...	212.14	212.14
713-21528	REGULAR RETIRE EE PAY	7,223.66	7,223.66
713-21529	DEFERRED COMP EE PAY	1,725.14	1,725.14
713-21531	RETIRE FIRE EE PAYABLE	2,778.23	2,778.23
713-21533	RETIRE POLICE EE PAY	4,930.45	4,930.45
713-21534	DIS INC INS EE PAYABLE	694.01	694.01
713-21539	CHILD SUPPORT EE PAY	1,863.43	1,863.43
713-21540	YMCA PAY EE	1,992.75	1,992.75
713-21541	HSA EE PAYABLE	12,448.96	12,448.96
713-21712	MEDICARE W/H ER PAYAB...	3,744.86	3,744.86
713-21713	FICA W/H ER PAYABLE	13,798.18	13,798.18
713-21723	LIFE INS ER PAYABLE	771.84	771.84
713-21731	RETIRE-FIRE ER PAYABLE	4,762.42	4,762.42
713-21733	RETIRE-POLICE ER PAY	4,768.51	4,768.51
713-21741	HSA ER PAYABLE	28,493.75	28,493.75
721-53561-721	TELEPHONE	34.14	0.00
812-53862-112	CLAIMS EXPENSE	139,569.52	133,907.92
812-53863-112	FLEXIBLE BENFT EXPENSES	300.00	300.00
	<b>Grand Total:</b>	<b>613,175.82</b>	<b>302,210.76</b>

**Project Account Summary**

<b>Project Account Key</b>	<b>Expense Amount</b>	<b>Payment Amount</b>
**None**	574,499.85	302,210.76
2117753511	32.23	0.00
6002053111	325.00	0.00
6002053561	34.72	0.00
6002553111	38,284.02	0.00
	<b>Grand Total:</b>	<b>613,175.82</b>

# UTILITY REFUNDS

<b>Account #</b>	<b>Status</b>	<b>Contact</b>	<b>Service Address</b>	<b>Refund Amount</b>
<a href="#">060-0690-04</a>	Inactive	DANIELA DUARTE	912 E 8TH ST	\$ 33.32
<a href="#">035-4373-06</a>	Inactive	ANN M GACHNE	1325 AVE I	\$ 18.02
<a href="#">035-4032-01</a>	Inactive	DEB SHIRKEY	1318 AVE B	\$ 114.10
<a href="#">040-5648-05</a>	Inactive	ZACHERY PHILLIPS	1114 AVE Q	\$ 0.28
<a href="#">080-7173-00</a>	Inactive	RAMONA WARNER	2022 2nd Ave # 6	\$ 4.00
<a href="#">070-5520-03</a>	Inactive	LISA S PAEZ	1926 CHEYENNE DR	\$ 26.06
<a href="#">010-3588-02</a>	Inactive	FIRST CASH INC #365	326 W 27TH ST	\$ 182.67
<a href="#">070-5290-01</a>	Inactive	NATHAN A LEWIS	706 E 28TH ST	\$ 23.86
<a href="#">020-4692-02</a>	Inactive	DENNY TURNER	1701 AVE G	\$ 6.26
				\$408.57

# **City of Scottsbluff, Nebraska**

**Tuesday, January 19, 2016**

**Regular Meeting**

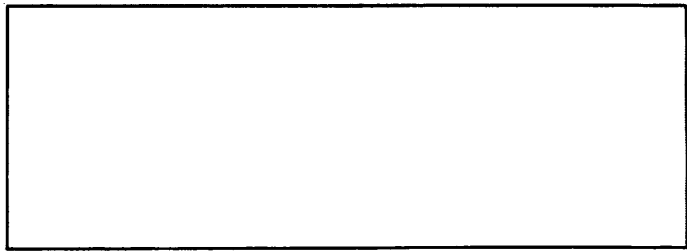
## **Item Public Inp1**

**Approve issuance of special designated liquor licenses for St. Agnes Church, 2314 3rd Ave., Scottsbluff, for events on February 12, February 26 and March 11, 2016.**

Staff Contact: Rick Kuckkahn, City Manager

## 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/](http://www.lcc.nebraska.gov/)  
Email Applications: [michelle.porter@nebraska.gov](mailto:michelle.porter@nebraska.gov)



### Special Designated License (SDL) Application Quick Checklist

#### Requirements:

- Application **MUST** include approval from the local governing body (city, village or county clerk of where the event is to be held). Contact this jurisdiction for further requirements. **EFFECTIVE MAY 1, 2015, applications will no longer be accepted without the local approval attached to the application.**
- Only 501c Non-profit organizations or Retail license holders can apply for a Special Designated License. No SDL will be issued to Retail license holders operating under a Temporary Operating Permit (TOP).
- Include \$40 fee for each day/area. Check is payable to the Nebraska Liquor Control Commission (NLCC). If you have a Catering license, there are no fees required. You may also pay online at <http://www.lcc.nebraska.gov/>
- **Applicant** is responsible for all paperwork and fees being sent to the NLCC office before the 10-day deadline. It is not the responsibility of the local governing body to send the application to the NLCC.
- When requesting alternate date(s) and/or location(s), approval from local governing body must include approval for these alternate date(s) and/or locations(s). If requesting sales on Sunday, attach copy of local ordinance or resolution.
- Application must be received in Nebraska Liquor Control Commission (NLCC) office a **MINIMUM** of ten (10) business days prior to date of event (weekends, holidays & date of event are not included in this count). **NO EXCEPTIONS!**  
\*See the calendar on our website at:  
<http://www.lcc.nebraska.gov/pdfs/SDL%20Calender%20SEPT%202015%20-JAN%202017.pdf>
- When requesting an outdoor area, you must include a box-type diagram of the area to be licensed.
- Non Caterer applicants are only allowed six (6) SDLs per calendar year, this includes consecutive days used on one application (i.e. July 4 – 9 = 6 days).
- Only twelve (12) SDLs will be issued at any specific location that could otherwise hold a liquor license.

#### Non Profit Application **MUST**:

- Include page five (5) of application showing Federal ID number.
- When requesting an exemption from NLCC rules; i.e. waiver of double fencing, request must be received in (NLCC) office a **MINIMUM** of 30 days prior to the date of the event; waiving double fence must complete Form 140.

**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/](http://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: St. Agnes Church

ADDRESS: 2314 3rd Avenue

CITY Scottsbluff ZIP 69361

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

BUILDING NAME St. Agnes

ADDRESS: 2314 3rd Avenue CITY Scottsbluff

ZIP 69361 COUNTY and COUNTY # Scotts Bluff County 71

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 02/12/2016	Date 02/26/2016	Date 03/11/2016	Date	Date	Date
<b>Hours</b>	<b>Hours</b>	<b>Hours</b>	<b>Hours</b>	<b>Hours</b>	<b>Hours</b>
From 5:00 p.m.	From 5:00 p.m.	From 5:00 p.m.	From	From	From
To 9:00 p.m.	To 9:00 p.m.	To 9:00 p.m.	To	To	To

- a. Alternate date: N/A
- b. Alternate location: N/A  
**(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 Fish Fry

6. Description of area to be licensed

Inside building, dimensions of area to be covered **IN FEET** 75 x 50  
 (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? 400

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)

At least four adults will be supervising the event at all times to ensure that everyone obtaining alcoholic beverages is over 21.

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 \_\_\_\_\_ Both X 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: N/A

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 Howard P. Olsen, Jr.

Signature of Event Supervisor 

Event Supervisor phone: Before 308-631-3825 During 308-631-3825

Email address holsen@simmonsolsen.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

Pastor

Title

1/5/14  
Date

Father Vincent L. Parsons

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.

St. Agnes Catholic Church

NAME OF CORPORATION

999998072

FEDERAL ID NUMBER

*J. Kim L. Pascoe*

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 5<sup>th</sup> DAY OF

January, 2016.



*Shari L. Kamerzel*  
NOTARY PUBLIC SIGNATURE & SEAL



**MEMORANDUM**

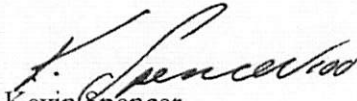
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**TO:** Rick Kuckkahn, City Manager  
**FROM:** Kevin Spencer, Chief of Police  
**CC:** Cindy Dickinson, City Clerk  
**DATE:** January 6, 2016  
**RE:** Request for a Special Designated License (SDL) – St. Agnes 2314 3<sup>rd</sup>  
Avenue Scottsbluff, NE. Fish Fry

---

In regards to the St. Agnes Church application for three Special Designated Licenses (SDL) for the following dates; February 12, 2016, February 26, 2016 and March 11, 2016 all events being "Fish Fry." There will be sufficient law enforcement officers on duty to handle regular patrol duties in the city and to respond to St. Agnes in the event of a problem. 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**  
**Tuesday, January 19, 2016**  
**Regular Meeting**

**Item Public Inp2**

**Council to consider an agreement with the Splash Foundation and authorize the Mayor to execute the agreement.**

*Contract was not available at the time of publishing and will be made available as soon as possible.*

Staff Contact: Nathan Johnson, Assistant City Manager

# **City of Scottsbluff, Nebraska**

**Tuesday, January 19, 2016**

**Regular Meeting**

## **Item Public Inp3**

**Council to consider an agreement with Panhandle Area Development District and authorize the Mayor to execute the agreement.**

**Staff Contact: Nathan Johnson, Assistant City Manager**

## PROFESSIONAL SERVICES AGREEMENT

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

WITNESSES THAT:

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

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

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

1. Services to be Provided by the Parties

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

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

2. Time of Performance

The services of PADD will be deemed to have commenced on January 20, 2016 and shall be completed by February 29, 2016.

3. Fee for Services

For services rendered by PADD, as set forth herein, the City hereby agrees to pay PADD Sixty Dollars per hour of work (\$60/hour) with the total cost of the project not to exceed nine hundred forty dollars and zero cents (\$940.00) for the assistance in drafting the updated comprehensive development plan as provided in the attached Scope of Services.

4. Relationship

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

5. Termination of Agreement for Cause

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

6. Changes, Amendments, Modifications

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

7. Personnel

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

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

8. Assignability

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

9. Reports and Information

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

10. Findings Confidential

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

11. Copyright

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

12. Compliance With Local Laws

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

13. Hold Harmless

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

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

Attachment #1: Scope of work

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

This agreement dated the 20<sup>th</sup> day of January 2016.

\_\_\_\_\_  
Randy Meininger, Mayor  
City of Scottsbluff

Attest: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Pat Comfort, President  
Panhandle Area Development District

\_\_\_\_\_  
Jeff Kelley, Interim Executive Director  
Panhandle Area Development District

ATTACHMENT #1

SCOPE OF SERVICES

TASK 1 – Provide assistance in updating the City of Scottsbluff's comprehensive development plan as a continuation and completion of services provided between November 3, 2015 and December 31, 2015.

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

- a. Assist city staff in preparing, drafting, and formatting the comprehensive plan document update (Estimated 16 hours)
  1. Assist in drafting narrative of final goals, objectives, strategies and policies
  2. Assist in drafting the updated future land use map.
  3. Assist in formatting final document in a way that is easy to read and use

# **City of Scottsbluff, Nebraska**

**Tuesday, January 19, 2016**

**Regular Meeting**

## **Item Reports1**

**Council to consider an agreement with Twin Cities Development for support of the eCenter and authorize the Mayor to execute the agreement.**

**Staff Contact: Nathan Johnson, Assistant City Manager**



**SUPPORT AGREEMENT**  
**for eCenter**

The City of Scottsbluff, Nebraska (“City”) and Twin Cities Development Corporation (“TCD”) agree to provide support and services as set forth in this Support Agreement (“Agreement”).

RECITALS:

- A. City has adopted an Economic Plan and endorsed that Plan. One of the recommendations in the Plan was to create an Entrepreneur Center. TCD has created the “eCenter” facility in accordance with the Plan; and
- B. In addition, TCD provides economic development, marketing, grant writing and strategic planning for areas of the Nebraska Panhandle, including for residents within the City; and
- C. TCD has requested support from the City for the eCenter; and
- D. The City has determined that as long as it can maintain its current level funding, it will support TCD’s eCenter; as the support would benefit the citizens in the City; and
- E. An agreement to provide support between the City and TCD is appropriate for both parties.

AGREEMENT:

1. Term: This Agreement shall be for a term of twelve (12) months (the City’s fiscal year) following the date the City approves the Agreement, subject to the limitations set forth herein. All support by the City shall be addressed each fiscal year and shall be determined during the City’s budgetary process.

2. Services Provided by TCD: The eCenter recently established by TCD will provide service to the City by incubating new business and providing opportunities to grow new business.

3. Funding by the City: Provided the City continues to receive funding, the funds received by TCD from the City pursuant to this Agreement shall be used for the continuation of services related to the eCenter on behalf of the City. TCD shall report to the City Manager of the City, or the City Manager’s designee, on a quarterly basis regarding its activities.

4. Additional Agreement. There is an additional Fee for Services Agreement between the City of Scottsbluff and TCD. This Agreement is a separate document and shall not be

included in this Agreement. Termination of this Agreement does not constitute termination of the Fees for Services Agreement.

5. Reporting and Auditing. As a way of insuring the City's support funds will be used in compliance with this Agreement, a representative of TCD will report to the City Council at least twice per year or as requested on its activities and plans. The City's Finance Director and the director of TCD shall reconcile and audit the support account annually. The fiscal year-end reconciliation and audit shall be completed within 60 days of the close of the City's fiscal year, which closes on September 30<sup>th</sup> of each year. TCD agrees to provide the City with its most recent budget. During the term of this Agreement, TCD agrees to provide the City with its current budget after it has been approved and is available for distribution.

6. Total Support Payments to TCD: Provided the City has sufficient LB 840 qualifying funding available, the City agrees to contribute One thousand Dollars (\$1,000.00) per month for every business that occupies the ECenter located at 1620 Broadway in Scottsbluff, Ne. These payments will be retroactive to October 1, 2015. In order to qualify for a Payment, the business must occupy its space within the eCenter for at least sixteen (16) days of any calendar month. Payment will be made to TCD within thirty (30) days following the month the business occupies its space within the ECenter. Provided, the total amount of Payments to TCD for the eCenter Agreement from the City shall be limited to and not exceed Sixty Thousand Dollars (\$60,000.00) in any one fiscal year of the City during the term of this Agreement.

7. Annual Review: An annual review of this Agreement shall be conducted. Representatives of the Scottsbluff City Council and the Twin Cities Development Board shall discuss the activities, the fee for services and make necessary adjustments in services being provided. Fees can be reviewed at the end of the term of this agreement.

CITY OF SCOTTSBLUFF, NEBRASKA

TWIN CITIES DEVELOPMENT  
ASSOCIATION, INC.

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Board President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# **City of Scottsbluff, Nebraska**

**Tuesday, January 19, 2016**

**Regular Meeting**

## **Item Reports2**

**Council to consider a Fee for Services Contract with Twin Cities Development and authorize the Mayor to execute the contract.**

**Staff Contact: Nathan Johnson, Assistant City Manager**

## **FEE FOR SERVICES AGREEMENT**

Twin Cities Development Corporation ("TCD") agrees to provide support and services to the City of Scottsbluff (City) as set forth in this Fee for Services Agreement ("Agreement").

### **Recitals:**

- A. TCD provides economic development, marketing, grant writing and strategic planning for areas of the Nebraska Panhandle, including for residents within the City; and
- B. TCD has requested financial support from the City to continue economic development assistance to the City; and
- C. The City has determined that as long as TCD maintains economic development support services, it will support TCD financially on a fee-for-service basis, as the support would benefit all citizens in the City; and
- D. An agreement to provide support between the City and TCD is appropriate for both parties.
- E. The City will only pay for services/activities qualifying under the City's LB840 plan with LB840 funds.
- F. Scottsbluff City Council must approve of services/activities and sources of funds that are not specifically listed in this Agreement prior to Twin Cities Development (TCD) providing them.

### **Agreement:**

#### 1. Term:

This Agreement shall be for a period of twelve months, effective October 1, 2015 to September 30, 2016 (the City's fiscal year end). All support by the City shall be addressed each fiscal year and shall be determined during the City's budgetary process. Any additional agreements or funding of such agreements will be at the discretion of the council. if funding is available.

#### 2. Services Provided by TCD:

Base services provided by TCD include providing staff for basic economic and community development activities for the City. The base fee shall be \$7,500 per quarter to provide full time staff. This base fee will be included in the total amount referenced in paragraph 7. Additional services shall be reimbursed on a fee-for-service basis at a rate of \$100 per hour as outlined in Paragraph 3. These fees for services shall be negotiated on an annual basis and reviewed by both parties each year.

**a. Core Services**

TCD will provide the following base services under this Agreement.

- Provide day-to-day operations of an economic development office. Answer telephone and email inquiries, maintain regular office hours, assist with real estate inquiries, provide staffing for employee recruitment, marketing, start up business and business expansion and retention inquiries
- Maintain an up to date website for economic development at [www.tcdne.org](http://www.tcdne.org)
- Maintain website and job posting services at [www.wehavejobs.net](http://www.wehavejobs.net)
- Area marketing efforts and social media
- Participation in area Business and Industry tours for high school students
- Board and staff development and training

**3. Additional Fee for Services:**

As a way for the City and TCD to measure the performance of TCD, the City is being requested to reimburse TCD for the following services above the basic services as they are performed throughout the term of the agreement. City shall pay TCD \$100 per hour, billed in 15 minute increments, inclusive of expenses during the term of this Agreement for satisfactory completion of the services being rendered. Expenses for travel and related expenses will be billed at actual costs and are to be included in the monthly billing. The additional fee for services to TCD are to be included in the total amount referenced in paragraph 7.

1. Job posting services with the City of Scottsbluff that provides unlimited job postings for the City of Scottsbluff at a rate of \$1,000 per year.
2. Economic development services requested by the City of Scottsbluff at a rate of \$100 per hour. This can include, but is not limited to:
  - a) Business Retention and Expansion Visits - a minimum of 35 visits per year to maintain Certified Community Status
  - b) Provide business attraction services; provide relevant business statistics and information to interested parties.
  - c) LB840 consultation and assistance for area businesses
  - d) Community tours for area businesses
  - e) Participation in local and regional job fairs

- f) Industry trade shows for previously identified targeted industry clusters or site selector events
- g) Oversight of redevelopment projects
- h) Grant preparation and/or administration
- i) Host site selector visits, including preparation time and on-site visit time plus applicable expenses.
- j) Other economic development activities requested by Scottsbluff

4. Additional Agreements:

There is an additional Fee for Services Agreement between the City of Scottsbluff and TCD for the eCenter. The eCenter agreement is a separate document and shall not be included in this agreement. Termination of this agreement does not constitute termination of the Fee for Services Agreement for the eCenter.

5. Use of Support Funds by TCD:

Provided the City continues to receive LB840 funding, all funds received by TCD from the City pursuant to this Agreement shall be used for the continuation of services for economic development activities in the community.

6. Reporting and Auditing:

As a way of ensuring that the City's support funds will be used in compliance with this Agreement, a representative of TCD will report to the City Council on a minimum of a semi-annual basis regarding its activities and plans. TCD shall provide a copy of their Audit report to the City as soon as it becomes available. TCD agrees to provide the City with its most recent budget prior to signing this Agreement. In addition, TCD will provide the City with its current budget when it has been approved and is available for distribution for each year during the term of this Agreement. In addition, the City of Scottsbluff shall maintain a board representative(s) on the TCD Board. There is an understanding that the City's representative(s) report back to the City Council on activity related to TCD. TCD and City staff will develop a matrix for semi- annual reports

7. Total Support Payments to TCD:

The total amount of Payments to TCD for the Fee for Services Agreement, including the base fee listed in paragraph 2 from the City shall be limited to and not exceed Sixty Thousand Dollars (\$60,000.00) in any one fiscal year of the City during the term of this Agreement without prior approval of the council as indicated in item 1, paragraph 1.

8. Annual Review:

An annual review of this agreement shall be conducted. Representatives of the Scottsbluff City Council and the Twin Cities Development Board shall discuss the activities, the fee for services and make necessary adjustments in services being provided. Fees can be reviewed at the end of each term.

CITY OF SCOTTSBLUFF, NEBRASKA

TWIN CITIES DEVELOPMENT ASSOC., INC.

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Board President

# **City of Scottsbluff, Nebraska**

**Tuesday, January 19, 2016**

**Regular Meeting**

## **Item Reports3**

**Council to consider approving a three-year lease agreement for the WING investigator vehicle in the amount of \$386.00 per month.**

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





CERTIFIED RESOLUTION AND INCUMBENCY CERTIFICATE TO LEASE OR FINANCE



The undersigned hereby certifies that he/she is Mayor of City of Scottsbluff, that the following resolution was passed in accordance with the organizational documents and operating procedures of said entity, and that said resolution has not since been revoked or amended:

Resolved that the representative(s) hereinafter authorized (the "Authorized Representative(s)") is/are duly authorized to lease and/or finance from any factory authorized Toyota, Lexus or Scion automotive dealership or dealerships ("Dealer") and Dealer's intended assignee, Toyota Motor Credit Corporation, Toyota Lease Trust, or Lexus Financial Services ("Lessor/Creditor"), under one or more leases/installment contracts, vehicles, and/or equipment, and upon such terms and conditions as the Authorized Representative(s), in their discretion, may deem necessary and advisable.

Resolved that the Authorized Representative(s) below is/are a sample of signatures of the authorized representative(s) as witnessed by the duly elected or appointed officials of City of Scottsbluff.

SIGNATURE: AUTHORIZED REPRESENTATIVE: TITLE:
X Randy Meininger Mayor

The Lessor/Creditor is hereby authorized to act upon these resolutions until written notice of their revocation is delivered to the Lessor/Creditor.

I, Randy Meininger, Mayor of City of Scottsbluff, a Corporation organized under laws of the state of NE, do hereby certify that the foregoing is a full, true and correct copy of resolutions of duly authorized officials of City of Scottsbluff. In witness whereof, I have hereunto set my hand this \_\_\_ day of \_\_\_.

X
Name: Randy Meininger
Title: Mayor

7175 (10/14/15)

# **City of Scottsbluff, Nebraska**

**Tuesday, January 19, 2016**

**Regular Meeting**

## **Item Reports4**

**Council to consider approval of a Memorandum of Understanding with the TriCities Amateur Radio Club and authorize the Mayor to sign the agreement.**

**Staff Contact: Tim Newman, Emergency Management Director**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
The City of Scottsbluff, by and through the Scottsbluff Fire Department  
AND  
TRICITY AMATEUR RADIO CLUB**

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Scottsbluff (the “City”), by and through the Scottsbluff Fire Department (“SFD”) AND the TriCity Amateur Radio Club (“TARC”).

Whereas, TARC has been assisting local emergency management functions for several years.

Whereas, the City and SFD appreciate all of the hard work the club members have donated to the community.

Whereas, to insure the continued relationship between the City, SFD and TARC remains strong and vibrant, the Parties agree to the following:

1. The City, through SFD, will provide an old school bus to TARC to be used as a mobile communications platform. This bus will remain property of the City and stay tagged, titled and insured by the City.
2. The City will provide secure storage in a lot owned by the City, or if agreed upon by another municipality, in a secure lot owned by another city, village or county.
3. TARC will be allowed to operate the bus, make alterations and modifications to the bus and install radio equipment, furniture and accessories to fit the needs of TARC.
4. Any such radio equipment, furniture and accessories shall be insured by TARC.
5. The Scottsbluff Fire Department will allow TARC to affiliate as a Communications Section under the Fire Corps charter, thereby opening up grant funding opportunities under the Citizen Corps program.
6. The City shall provide liability insurance covering the bus, Workers Comp insurance on the club members currently on the roster for injuries incurred during the use of the bus, or during training, exercises or real events where the club members would be called upon to render service. The Nebraska Emergency Management Act Neb. Rev. St. §81-829.55 provides immunity to volunteers from liability during training, exercising or responding to Disasters or Emergencies.
7. The City will provide regular preventative maintenance on the bus (fuel and oil changes) not to exceed \$500 in any one fiscal year unless additional cost overruns for fuel or oil are the result of the bus being deployed on a disaster. TARC shall be responsible for any spending on these items over this amount in any given fiscal year.

TARC agrees to the following:

1. TARC will provide amateur radio communications at any time they are requested by the City or Region 22 Emergency Management (“R22EM”).
2. TARC will deploy anywhere within Scotts Bluff or Banner Counties and be willing to deploy anywhere in the Panhandle if requested by an Emergency Management Agency.
3. TARC will maintain a current roster of club members and provide it to the City and R22EM on a regular basis.
4. TARC will only allow authorized members to drive the bus, and this list will also be provided to the City, SFD and R22EM.
5. TARC will report any mechanical issues to SFD’s Fire Chief and/or the R22EM’s Director.
6. TARC will participate in disaster exercises and training.
7. As stated above, TARC will be responsible for any cost overruns on fuel or oil, unless incurred as a result of a disaster.

The following is agreed to by all parties to this MOU:


1. Any party may terminate this agreement as follows:
  - a. By giving a 30 day notice, in which event, TARC will remove its equipment during such period.
  - b. If the bus becomes permanently disabled due to mechanical malfunction, or becomes too costly to keep running, in which event, TARC will remove its equipment within 30 days.
2. Neither the City, SFD nor R22EM will be responsible for theft or damage of TARC equipment as a result of unauthorized access either inside or outside the secure storage.
3. TARC will not be responsible for theft or damage to the City’s equipment as a result of unauthorized access either inside or outside the secure storage.

This agreement shall be effective when executed by the City as provided.

*[signatures on following page]*

TriCity Ameteur Radio Club,

City of Scottsbluff,

By:   
Larry Martin, President

By: \_\_\_\_\_  
Randy Meininger, Mayor

Date: 1-11-2016

Date: \_\_\_\_\_

# **City of Scottsbluff, Nebraska**

**Tuesday, January 19, 2016**

**Regular Meeting**

## **Item Reports5**

**Council to consider an agreement with MC Schaff and Associates regarding the Platte Alliance Water Supply (PAWS) project and authorize the Mayor to execute the agreement.**

**Staff Contact: Nathan Johnson, Assistant City Manager**

## AGREEMENT

This Agreement is by and between the City of Scottsbluff, Nebraska (“Scottsbluff”), a Nebraska political subdivision, and MC Schaff and Associates, Inc. (“MCS”).

### **Recitals:**

I. In conjunction with JBF Consulting, LLC, MCS prepared and provided for Scottsbluff’s review an “Appraisal Investigation” for the Platte Alliance Water Supply (“PAWS”). The true and accurate copy of the Appraisal Investigation is attached to this Agreement and incorporated herein by reference, marked as “Exhibit 1.”

II. PAWS is a region-wide municipal water supply project. The Appraisal Investigation was a Level I service from JBF Consulting, LLC and MCS, examining present and future water quality and water supply issues and solutions for the communities in the North Platte River valley from Guernsey, Wyoming to Bridgeport, Nebraska.

III. The United States Bureau of Reclamation funded the Appraisal Investigation.

IV. The Appraisal Investigation recommended two alternative solutions to the region’s current water quality and water supply issues. Each solution contemplated a water treatment plant at the outlet of a reservoir located in Wyoming. Water exiting the water treatment plant would then be transmitted down the North Platte River valley with transmission pipelines.

V. A “Feasibility Study,” which is a Level II service for PAWS, is now needed to address the following issues with the solutions outlined in the Appraisal Investigation:

- Operational Programs and Governmental Structure of Management
- Alternatives and Options for Cost-Effective Operation and Maintenance
- Infrastructure Design and Water Treatment
- Cost Estimates
- Future Economic and Financial Viability
- Water Supply and Water Rights
- Environmental Compliance

VI. The United States Bureau of Reclamation will not fund the Feasibility Study, and has recommended state and local funding for the Feasibility Study.

VII. The Feasibility Study is anticipated by MCS to cost \$400,000. The Wyoming Water Development Commission (“WWDC”) has committed and budgeted \$200,000 for the Feasibility Study, and “Staff Recommendation” from WWDC states that the \$400,000 cost would be split equally between the State of Wyoming (through WWDC) and the State of

Nebraska (through Scottsbluff). The true and accurate copy of the Staff Recommendation is attached to this Agreement and incorporated herein by reference, marked as “Exhibit 2.”

VIII. Goshen County, Wyoming (“Goshen County”) has submitted an application to the WWDC to become the sponsor of the Feasibility Study. As the sponsor, the Level II services for the Feasibility Study will be provided to Goshen County, and the service provider will be paid for such services by Goshen County. Goshen County will be reimbursed from the \$200,000 budgeted and committed by WWDC for PAWS. Any funds committed by Scottsbluff under this Agreement would likewise be paid by Goshen County, but reimbursed to Goshen County by Scottsbluff, with MCS being the service provider. The true and accurate copy of Goshen County’s application is attached to this Agreement and incorporated herein by reference, marked as “Exhibit 3.”

IX. Considering the foregoing recitals, MCS and Scottsbluff enter into the following Agreement under the terms and conditions below:

**Agreement:**

1. Scottsbluff agrees to pay a maximum of \$200,000 to Goshen County for purposes of conducting, preparing, and creating the Feasibility Study, provided that all funds paid or reimbursed to Goshen County shall be for fees and expenses related to Level II services provided by MCS for the Feasibility Study.
2. MCS agrees to provide Level II services to Goshen County for the Feasibility Study, with a maximum budget of \$400,000 for all fees and expenses. Both parties understand the Feasibility Study will benefit the development of PAWS, which is intended to provide Scottsbluff and the surrounding region solutions to water quality and water supply issues.
3. Payment by Scottsbluff to Goshen County of all, or any portion of, the \$200,000 shall be conditional upon the following:
  - A. On or before March 15, 2016, Goshen County and WWDC entering into an agreement for funding and payment of the Feasibility Study as contemplated by Goshen County’s application to WWDC and the Staff Recommendation;
  - B. On or before March 15, 2016, Scottsbluff and Goshen County entering into an agreement for the payment by Scottsbluff of a maximum of \$200,000 for purposes of JBF Consulting, LLC and MSC conducting, preparing, and creating the Feasibility Study;
  - C. On or before March 15, 2016, JBF Consulting, LLC and MSC entering into an agreement with Goshen County as the chosen service provider for the Feasibility Study;



D. MCS preparing and providing to WWDC, Goshen County, and Scottsbluff a detailed “Scope, Schedule, and Fee Estimate” for the Feasibility Study, not exceeding a maximum budget of \$400,000 for all fees and expenses; and

E. Approval of the Scope, Schedule, and Fee Estimate by WWDC, Goshen County, and Scottsbluff.

4. MCS reserves the right, within the maximum budget of \$400,000, to utilize and contract with sub-consultants or sub-providers who possess specific technical, legal, or industry qualifications necessary for the completion of the Feasibility Study. Provided, however, MCS shall be the primary service provider and responsible party for the Level II services contemplated by the Feasibility Study.

5. Miscellaneous:

A. 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.

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

C. All of the terms, covenants and conditions contained herein shall continue, and bind all successors in interest, but no assignment or subletting shall relieve either party from the obligations of this Agreement.

D. Either party may terminate this Agreement for breach of any of its terms or provisions by the other party, provided that the terminating party provides the breaching party notice of breach and thirty (30) calendar days in which to cure such breach.

**City of Scottsbluff, Nebraska**

**MC Schaff and Associates, Inc.**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Clerk

# **City of Scottsbluff, Nebraska**

**Tuesday, January 19, 2016**

**Regular Meeting**

## **Item Reports6**

**Council to consider an inter-local agreement with the City of Terrytown for paint striping and authorize the Mayor to execute the agreement.**

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

## CONTRACT

This contract is made pursuant to the Interlocal Cooperation Act between the City of Scottsbluff, Nebraska, a Municipal Corporation, called "Scottsbluff" and the City of Terrytown, called "Terrytown".

This agreement is made for the purpose of enabling both cities to use their resources more efficiently while at the same time providing appropriate public services. To enable Scottsbluff to efficiently use its equipment, and to enable Terrytown to have appropriate **stripes painted** and red curbs on its public streets without the need of purchasing the necessary equipment, Scottsbluff agrees to cause traffic stripes and red curbs painted on the principal streets in Terrytown to be painted under the following terms and conditions:

1. Scottsbluff will perform the work within ten (10) days after the Terrytown City Clerk notifies Scottsbluff's Public Works Director and/or Scottsbluff's Transportation Supervisor that the work is necessary. Scottsbluff will perform work no more than three (3) times during the term of this contract.
2. All equipment used in carrying out this agreement is and will remain the property of Scottsbluff. Scottsbluff will furnish all necessary paint and beads which, when incorporated into Terrytown's streets, will become the property of Terrytown. It is not contemplated that disposition of property will be necessary upon the termination of this agreement.
3. The operator or other individuals who actually perform the work shall at all times remain employees of Scottsbluff.
4. This undertaking will be financed by the respective cities through their ordinary budget processes. Each city will budget sufficient funds to carry out its obligations under this agreement. The Public Works Director and/or Transportation Supervisor of Scottsbluff will administer the program.
5. Terrytown agrees to reimburse Scottsbluff for the cost of any damage sustained to the machine while within the city limits of Terrytown which results from the negligent acts or omissions of the City of Terrytown, its employees or agents. Before any work is performed, Scottsbluff must provide certificates of insurance to the City of Terrytown City Clerk for public officials' liability, general liability, auto liability and workers' compensation. Terrytown shall be named an additional insured on the public officials' liability and general liability policies for claims arising out of the performance of the Contract. Terrytown shall provide Scottsbluff with certificates of insurance for public officials' liability and general liability, naming Scottsbluff an additional insured for claims arising out of the performance of this Contract.
6. Terrytown agrees to pay Scottsbluff \$20.00 per hour, per man for labor (2 men total), \$40.00 per hour for paint machine, \$25.00 per hour for a walk behind paint gun and \$25.00 per hour for a pickup. A fifteen percent (15%) administrative fee will also be added to the final cost. The chargeable time is only that time during which the work is actually being performed. In addition, Terrytown will pay for all paint and beads used in performing the work at the following rates:

White paint - \$9.25 per gallon  
Yellow paint - \$9.25 per gallon  
Red paint - \$12.50 per gallon  
Paint Beads - \$29.50 per 50 pound bag

Such price for labor and equipment will remain in effect until December 31, 2016. Scottsbluff will bill Terrytown after the work is performed. The bill will be submitted and paid in accordance with Terrytown's regular claim procedures.

7. This Contract shall continue in force through December 31, 2016, after which time the Contract will automatically expire. Either party may terminate the agreement by giving the other party written notice of the termination. The written notice shall be sent to the City Clerk and shall specify the date of termination. The date of termination will not be less than thirty (30) days after the notice is delivered to the City Clerk.
8. If the State of Nebraska significantly increases the duties of municipalities in regard to street maintenance and/or striping, Scottsbluff may terminate the Contract upon thirty (30) days notice to Terrytown.

IN WITNESS WHEREOF, the parties by authorization of their respective City Council(s) have hereunto set their official hands and seals, effective this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF SCOTTSBLUFF, NEBRASKA

By \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

CITY OF TERRYTOWN, NEBRASKA

By \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

# **City of Scottsbluff, Nebraska**

**Tuesday, January 19, 2016**

**Regular Meeting**

## **Item Reports7**

**Council to consider an inter-local agreement with the City of Terrytown for street sweeping and authorize the Mayor to execute the agreement.**

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

## CONTRACT

This contract is made pursuant to the Interlocal Cooperation Act between the City of Scottsbluff, Nebraska, a Municipal Corporation, called "Scottsbluff" and the City of Terrytown, called "**Terrytown**".

This agreement is made for the purpose of enabling both cities to use their resources more efficiently while at the same time providing appropriate public services. To enable Scottsbluff to efficiently use its manpower and equipment, and to enable Terrytown to have appropriate **street sweeping** on its public streets without the need of purchasing the necessary equipment, Scottsbluff agrees to sweep the principal streets in Terrytown under the following terms and conditions:

1. Scottsbluff will perform the work within ten (10) days after the City of Terrytown Clerk notifies Scottsbluff's Public Works Director and/or Scottsbluff's Transportation Supervisor that the work is necessary. Scottsbluff will perform work no more than three (3) times during the term of this contract.
2. All equipment used in carrying out this agreement is and will remain the property of Scottsbluff. Scottsbluff will furnish a street sweeper to sweep the principal streets of Terrytown. It is not contemplated that disposition of property will be necessary upon the termination of this agreement.
3. The operator or other individuals who actually perform the work shall at all times remain employees of Scottsbluff.
4. This undertaking will be financed by the respective cities through their ordinary budget processes. Each city will budget sufficient funds to carry out its obligations under this agreement. The program will be administered by the Public Works Director and/or Transportation Supervisor of Scottsbluff.
5. Terrytown agrees to reimburse Scottsbluff for the cost of any damage sustained to the machine while within the city limits of Terrytown which results from the negligent acts or omissions of the City of Terrytown, its employees or agents. Before any work is performed, Scottsbluff must provide certificates of insurance to the City of Terrytown City Clerk for public officials' liability, general liability, auto liability and workers' compensation. Terrytown shall be named an additional insured on the public officials' liability and general liability policies for claims arising out of the performance of this Contract. Terrytown shall provide Scottsbluff with certificates of insurance for public officials' liability and general liability, naming Scottsbluff an additional insured for claims arising out of the performance of this Contract.

6. Terrytown agrees to pay Scottsbluff \$20.00 per hour, per man for labor, \$65.00 per hour for the street sweeper. A fifteen percent (15%) administrative fee will also be added to the final cost. The chargeable time is only that time during which the work is actually being performed. Such price for labor and equipment will remain in effect until December 31, 2016. Scottsbluff will bill Terrytown after the work is performed. The bill will be submitted and paid in accordance with Terrytown's regular claim procedures.
  
7. This Contract shall continue in force through December 31, 2016, after which time the Contract will automatically expire. Either party may terminate the agreement by giving the other party written notice of the termination. The written notice shall be sent to the City Clerk and shall specify the date of termination. The date of termination will not be less than thirty (30) days after the notice is delivered to the City Clerk.

IN WITNESS WHEREOF, the parties by authorization of their respective City Council(s) have hereunto set their official hands and seals, effective this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF SCOTTSBLUFF, NEBRASKA

By \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

CITY OF TERRYTOWN, NEBRASKA

By \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

# **City of Scottsbluff, Nebraska**

**Tuesday, January 19, 2016**

**Regular Meeting**

## **Item Reports8**

**Council to receive a status report and update from Thomas P. Miller and Associates.**

**Staff Contact: Nathan Johnson, Assistant City Manager**



# **City of Scottsbluff, Nebraska**

**Tuesday, January 19, 2016**

**Regular Meeting**

## **Item Reports9**

**Council to consider a contract with Thomas P. Miller and Associates for Economic Development services and authorize the Mayor to execute the contract.**

*Contract was not available at the time of publishing and will be made available as soon as possible.*

Staff Contact: Nathan Johnson, Assistant City Manager

# **City of Scottsbluff, Nebraska**

**Tuesday, January 19, 2016**

**Regular Meeting**

## **Item Reports10**


**Presentation and discussion on LB357 and Community  
Redevelopment Authority to include Ballot Language and Inter-  
local Agreement.**

**Staff Contact: Rick Ediger, Deputy City Attorney**



308-632-4136  
2525 Circle Drive  
Scottsbluff, NE 69361

**TO:** Rick Kuckkahn  
City Manager

**FROM:** Rick L. Ediger   
Deputy City Attorney

**DATE:** January 14, 2016

**RE:** LB357 Sales Tax & CRA

In order to keep this project on track, I have prepared a draft Interlocal Agreement for Council and Staff review and comment. This Agreement assumes that the partner agency will be the newly created Community Redevelopment Authority. If the Council decides this is the way that it wants to go, the current plan would be to approve the CRA Ordinance on third reading on February 1. The Interlocal Agreement and the Resolution to approve the ballot language would then be on the February 15 Council Agenda.

Since the January 5 Council meeting, I have reviewed the legislative history of LB357, have had further discussions with the City's Bond Counsel. In addition, Annie Folck or our office has reached out to most of the cities in Nebraska that have approved the additional half-cent sales tax for infrastructure projects. Currently, there are twelve cities of the first class or smaller that have adopted the extra half-cent sales tax. Lincoln has adopted an extra 1/4 cent sales tax, but that lesser amount is allowed for cities of the Primary Class.

There are some items to clarify based on our further research. The Interlocal Agency does not approve the projects. It can make recommendations, if requested, but the final say as to the actual infrastructure projects funded is with the City Council. Any bonds are also issued by the City and authorized by the Council.

January 14, 2016

Page 2

The Interlocal Agency primarily acts in an advisory capacity to evaluate the impact of the projects on the activities of the two agencies involved, although it can act with respect to its own projects where funding is provided, either from the general City budget or from a portion of the additional sales tax. There is a great deal of flexibility in the governing structure of the Interlocal Agency. My draft contains an example of what could work, but it certainly is not the only way that it can be set up. There is a great deal of flexibility, and from what we have seen from other communities, a lot of different ideas. Also, members of the Agency Board do not have to be members of the Council or the CRA. Terms or service could also be provided for, but my proposal is that the representatives simply serve at the pleasure of the appointing agency.

Since there are many moving parts to this project, and based on the questions from the last Council meeting, I plan to have a PowerPoint presentation ready to go at the January 19 Council meeting which will hopefully clarify questions as to the additional sales tax and how it is implemented, the Interlocal Agency and the CRA.

## **SCOTTSBLUFF IMPROVEMENT AGENCY INTERLOCAL COOPERATION AGREEMENT**

This Interlocal Cooperation Agreement (this “Agreement”) is made between the City of Scottsbluff, Nebraska (the “City”) and the Community Redevelopment Authority of the City of Scottsbluff (the “CRA”). The City and the CRA are collectively referred to as the “Members”. This Agreement establishes a separate legal entity which shall be known as the Scottsbluff Improvement Agency (the “Agency”).

### **Recitals:**

a. The City is proposing to increase its municipal sales and use tax at a rate greater than one and one-half percent pursuant to §77-27,142(2) of the Nebraska Statutes (the “Additional Sales Tax”).

b. As per §77-27,142(3)(a), no such tax increase may be imposed unless the City is a party to an interlocal agreement pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 et seq. (the “Act”) with a political subdivision within the municipality or the county in which the municipality is located, which interlocal agreement shall create a separate legal entity related to public infrastructure projects.

c. The CRA is a political subdivision within the City and is willing to enter into this Agreement with the City in order to create the Agency. The Members desire to enter into this Agreement for the purposes as provided for in this Agreement.

### **Agreement:**

**1. Purpose:** The Agency is organized under and governed by the provisions of the Act. The purpose of this Agreement is as follows:

a. to provide for a means for the City and the CRA to gather information related to the impact of infrastructure improvements to public highways and bridges; municipal roads, streets, bridges, and sidewalks; solid waste management facilities; wastewater, storm water, and water treatment works and systems, water distribution facilities, and water resources projects (collectively, the “Infrastructure Projects”) on needed updates to the City’s infrastructure and the removal and eradication of blight and substandard conditions in the City, and making recommendations to the City and the CRA related to such matters.

b. to make efficient use of the powers of the Members by enabling them to cooperate with each other on a basis of mutual advantage with respect to Infrastructure Projects.

c. to provide for the management and appropriate expenditure of funds allocated to the Agency by the City, utilizing a fiscal year budget commencing October 1 and terminating on September 30 of each succeeding year.

**2. Effective Date and Duration:** This Agreement shall be effective as of March 1, 2016, and shall continue in effect until terminated by the City; provided, however, the City shall not terminate this Agreement: (i) as long as the Additional Sales Tax is in effect, or (ii) until the payment in full of any bonds issued where the Additional Sales Tax is pledged for payment of such bonds and any refunding bonds.

**3. Management:** The Agency shall be governed by a Board (the “Board”) which shall be made up of 5 members, as follows:

a. 3 of the Board members shall be appointed by the Mayor of the City with the approval of the City Council. The CRA shall appoint 2 members. Each party may also appoint at least one alternate member to serve on a temporary basis as needed. Board members do not have to be members of the governing body of the respective Agencies, but up to 2 of the Board members may be City Council Members. The members of the Board shall serve at the pleasure of the appointing party and shall serve until the member resigns or is replaced by the appointing entity.

b. The Board shall elect a Chairperson and a Vice-Chairperson from its members. The Chairperson shall preside at all meetings of the Board. The Vice-Chairperson shall act in the absence of the Chairperson. The Board shall also elect a Secretary, who is not required to be a member of the Board. In the event that the Agency is responsible for any funds, the City Finance Director shall act as Ex Officio Treasurer of the Board.

c. The Board shall meet at such time and place as specified by call of the Chairperson or any two members. The Board may, by resolution or bylaw provide for regular meeting times. The Board shall meet at least once per year. Notice of all meetings shall be given as provided for by Nebraska law for political subdivisions.

d. A majority of the Board, to include at least one member representing each party, shall constitute a quorum to conduct business at any meeting. The affirmative vote of a majority of those present at a meeting at which a quorum is present, and including the affirmative vote of at least one Board member representing the City, shall be required for the Board to act.

**4. Board Duties:** The Board shall be responsible for governing the actions of the Agency and expenditures of any funds allocated to the Agency. For the purposes of §77-27,142(3) of the Nebraska Statutes, the Board shall be a separate administrative entity relating to the Infrastructure Projects, to include those made in blighted and substandard areas. The Board shall be responsible for evaluating and making recommendations for long term development of unified governance of the Infrastructure Projects, and at least every 5 years review the performance of the Infrastructure Projects, including without limitation, the impact of such projects on the removal and eradication of blight and substandard conditions within the City, in addition to any other benchmarks periodically established by the Board or Nebraska Legislature. The Agency and the Board shall have all powers as are provided for in the Act with respect to its purpose.

**5. Funding of the Agency:** The Agency shall be funded from a portion of the Additional Sales Tax as provided for in the Resolution of the City Council which was adopted for the purpose of placing the Additional Sales Tax on the ballot. [or: The City shall be responsible for providing funding for the establishment, organization and operating expenses of the Agency.]

**6. Property:** All Infrastructure Projects shall be the property of the City. Otherwise, all real and personal property (“Property”) contributed to or acquired by the Agency shall be the property of the Agency unless conveyed by the Agency to one of the Members; provided, however, no property shall be conveyed to the CRA without the consent of the City. Upon termination of the Agency, all Property shall be distributed to the City, or as otherwise designated by the City.

**7. Notices:** All notices required or permitted under this Agreement shall be in writing and shall be deemed given at the addresses shown below, when (i) personally delivered, (ii) sent by electronic mail to the authorized representative of a Member, (iii) sent by nationally-recognized courier service with proof of delivery, or (iv) sent by registered or certified United States mail, return receipt requested, postage prepaid. A Member may change its email address or mailing address by delivering notice to the other Party. A notice shall be consider effective upon receipt.

City of Scottsbluff  
2525 Circle Drive  
Scottsbluff, NE 69631  
Att: City Manager

Community Redevelopment Authority  
of the City of Scottsbluff  
2525 Circle Drive  
Scottsbluff, NE 69631  
Att: Chairperson

**8. Miscellaneous:**

a. This Agreement is binding upon and inures to the benefit of the Members and their respective successors and permitted assigns; provided, however, no assignment of all or any portion of this Agreement shall relieve any Member of its obligations under this Agreement. This Agreement shall not be assignable by either Member without the consent of the other party.

b. 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.

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 Members. This Agreement may be amended only in writing signed by both of the Members.

City of Scottsbluff, Nebraska

By \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

Community Redevelopment Authority of the  
City of Scottsbluff, Nebraska,

By: \_\_\_\_\_  
Chairperson



# **City of Scottsbluff, Nebraska**

**Tuesday, January 19, 2016**

**Regular Meeting**

## **Item Resolut.1**

**Council to consider an Ordinance establishing a Community Redevelopment Authority (second reading).**

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

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

**AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA, AMENDING THE MUNICIPAL CODE TO PROVIDE FOR A COMMUNITY REDEVELOPMENT AUTHORITY.**

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

Section 1. Article 1 of Chapter 6 of the Municipal Code is amended to add the following new Sections:

**(5a) COMMUNITY REDEVELOPMENT AUTHORITY**

**6-2-90 Community Redevelopment Authority; Creation.**

The Community Redevelopment Authority of the City of Scottsbluff, Nebraska (the "Authority") is created, pursuant to the provisions of Neb. Rev. Stat. §18-2102.01.

**6-2-91. Members.**

The Authority shall be made up of five [seven] persons. The initial Members of the Authority shall be appointed by the Mayor with the approval of the City Council. The terms of office of the initial Members shall be for one year, two years, three years [two Members], four years [two Members], and five years, as designated by the Mayor. As the terms of the initial Members expire, the City Manager shall appoint or reappoint the Members with the approval of the City Council for five year terms, unless a vacancy is being filled, in which case the appointment shall be for the remainder of the term of the Member being replaced. There shall be no limit on the number of terms for which a Member can be reappointed. Three [four] Members shall constitute a quorum for the transaction of business.

**6-2-92. Officers.**

The Authority shall organize by electing one of the Members as Chairperson of the Authority, and another of its Members as Vice Chairperson.

**6-2-93. Rules and Records.**

The Authority shall adopt rules for the transaction of its business and shall keep a record of its resolutions, transactions, findings and determinations, which records shall be made available for public inspection during regular business hours. No member of the Authority shall have any interest directly or indirectly in any contract for property, materials, or services to be required by the Authority.

**6-2-94. Director.**

The City Manager or his or her designated representative shall serve as the Director, and Ex Officio Secretary of the Authority. The Director shall perform such duties as may be assigned by the Authority, including the necessary administrative functions described in the statutes under which the Authority has been created.

**6-2-94.1. Funds.**

If budgeted by the City Council, the Authority may levy a tax in an amount not to exceed the levy permitted by state law. All income, revenue, profits and other funds received by the Authority shall be deposited with the City Treasurer as Ex Officio Treasurer of the Authority without commingling such money with any other money under his or her control and disbursed by him or her by check or draft only upon warrants, orders or requisitions by the Chairperson of the Authority or other person authorized by the Authority, which shall state distinctly the purpose for which the same are drawn. A permanent record shall be kept by the Authority of all warrants, orders or requisitions so drawn, showing the date, amount, consideration and to whom payable.

**6-2-94.2. Community Development Law.**

The Authority shall be vested with all the powers, duties and responsibilities provided for in the Community Development Law, Neb. Rev. Stat. §§ 18-2101, et seq., as may be amended from time to time.

Section 2. All ordinances, parts of ordinances, resolutions, and policies of the City of Scottsbluff in conflict with the provisions of this Ordinance are repealed.

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

**PASSED and APPROVED** on \_\_\_\_\_, 2016.

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk (Seal)

Approved as to Form:

\_\_\_\_\_  
Deputy City Attorney

# **City of Scottsbluff, Nebraska**

**Tuesday, January 19, 2016**

**Regular Meeting**

## **Item Resolut.2**

**Council to consider a Resolution authorizing Assistant City Manager Johnson to sign closing documents for the purchase of the property located at 1303 East Overland.**

**Staff Contact: Nathan Johnson, Assistant City Manager**

**RESOLUTION NO. \_\_\_\_\_**

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

**WHEREAS**, the City of Scottsbluff in an effort to help clean up the right of way for the Scottsbluff Drain has entered into an agreement to purchase property, located within the City known as 1303 East Overland;

**WHEREAS**, one of the requirements from the Title Insurance Commitment is to have a Resolution from the City Council of the City of Scottsbluff to approve the transaction and to designate a party authorized to sign the closing documents.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Scottsbluff that approval is now given for the purchase and acquisition of real estate with the address of 1303 East Overland, Scottsbluff, Nebraska and more particularly described as follows:

Lot One (1) and the West Half of Lot Two (2), Block Twelve (12), IMPERIAL SUBDIVISION, an Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska.

The Council further resolves that the Assistant City Manager, Nathan Johnson, shall have authority to sign any and all closing documents required by the title company, including a HUD-1 Closing Statement for the completion of this transaction.

2. This Resolution shall become effective following its passage and approval.

Passed and approved on \_\_\_\_\_, 2016.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

(Seal)

# **City of Scottsbluff, Nebraska**

**Tuesday, January 19, 2016**

**Regular Meeting**

## **Item Resolut.3**

**Council to consider an Ordinance authorizing the sale of Lot 3A, Block 1, Second Immigrant Trail Subdivision, Scottsbluff, Scotts Bluff County, NE (second reading).**

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

**AN ORDINANCE AUTHORIZING THE SALE OF LOT 3A, BLOCK 1, SECOND IMMIGRANT TRAIL SUBDIVISION TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA.**

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

Section 1. The City of Scottsbluff (“City”) owns the following described real estate:

Lot 3A, Block 1, Second Immigrant Trail Subdivision to the City of Scottsbluff, Scotts Bluff County, Nebraska.

Section 2. An offer has been made by Samuel G. Adams to purchase this real estate for \$25,000.00. The City is willing to accept this offer.

Section 3. The mayor and City Clerk are authorized to sign an Agreement and Deed to convey the above described real estate by Warranty Deed to Samuel G. Adams, on the following terms:

- a. The purchase price shall be \$25,000.00, with \$1,000.00 as a down payment and the balance paid at closing.
- b. Closing of the sale is conditional upon no remonstrance against the sale being filed. Closing shall take place within 30 days after the expiration of the time for filing a remonstrance against the sale, or no later than February 29, 2016.
- c. All real estate taxes and special assessments shall be prorated to date of closing. The closing costs and owner’s title insurance shall be equally divided. Buyer shall pay any realtor fee.

Section 4. The Clerk shall, immediately after the passage and publication of this Ordinance, publish notice of the sale and its terms for three consecutive weeks in the Star-Herald.

Section 5. This Ordinance shall become effective upon its passage, approval and publication shall be in pamphlet form.

PASSED AND APPROVED ON January \_\_\_\_, 2016.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

(Seal)

Approved as to form:

\_\_\_\_\_  
Deputy City Attorney

# **City of Scottsbluff, Nebraska**

**Tuesday, January 19, 2016**

**Regular Meeting**

## **Item Resolut.4**

**Council to consider an Ordinance dealing with utility rates (second reading).**

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



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

**AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA AMENDING THE MUNICIPAL CODE TO REVISE §6-6-28 DEALING WITH WATER SERVICE AND RATES FOR WATER SERVICE, TO SPECIFICALLY SET FORTH THAT ALL USERS OF THE CITY WATER SYSTEM LOCATED OUT OF CITY LIMITS SHALL PAY THE SAME RATE, 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 6, Article 6, Section 28 of the Scottsbluff Municipal Code is amended by repealing the existing language and substituting with the following language:

**“Section 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 1.5 times the minimum charges listed above. Provided, whole sale water use and sale shall be sold at an agreed upon amount as set by the City Council for charges outside the City limits.

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 2. Previously existing Section 6-6-28 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 \_\_\_\_\_, 2016.

Attest:

\_\_\_\_\_  
Mayor

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

Approved as to form:

\_\_\_\_\_  
City Attorney

**City of Scottsbluff, Nebraska**  
**Tuesday, January 19, 2016**  
**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**