

**CITY OF SCOTTSBLUFF**  
**CITY OF SCOTTSBLUFF CITY COUNCIL CHAMBERS**  
**2525 Circle Drive, Scottsbluff, NE 69361**  
**CITY COUNCIL AGENDA**

**Regular Meeting**  
**July 18, 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 Minutes of the July 5, 2016 Regular Meeting.
  - b) Approve Minutes of the July 12, 2016 Budget Workshop Special Meeting.
  - c) Council to acknowledge a claim from Steve Coulter regarding personal property damage and forward to insurance carrier.
7. Claims:
  - a) Council to consider a request for payment of claim by warrant for Paving District #313, Avenue G, Owen Development and approve the Resolution.
  - b) Regular claims
8. Financial Report:
  - a) Council to review the June, 2016 Financial Report.
9. Public Hearings:
  - a) Council to conduct a public hearing at 6:05 p.m. to consider the purchase of approximately 0.34 acres located in part of Block 1, Second Power Station Addition, Scottsbluff, NE for the purpose of building a solar array project.
  - b) Council to consider a Memorandum of Understanding with Nebraska Public Power District regarding the purchase of approximately 0.34 acres located in part of Block 1, Second Power Station Addition, Scottsbluff, NE for the purpose of building a solar array project.

10. Petitions, Communications, Public Input:
  - a) Council to consider a Community Festival Permit for The Stomping Ground dba SHOTS on 18th Street between Broadway and Avenue A, including street closures, vendors, and noise permit for the SHOTS Annual Street Party on August 13, 2016, from 7:00 p.m. to 1:00 a.m.
  - b) Council to consider a Special Designated Liquor License for The stomping Ground dba SHOTS to serve beer at the Shots Annual Street Party on August 13, 2016, from 7:00 p.m. to 1:00 a.m.
11. Subdivisions & Public Improvements:
  - a) Council to consider a License Agreement with The Eating Establishment-Scottsbluff, Inc. for the use of City right-of-way for landscaping, and authorize the Mayor to execute the agreement.
12. Resolution & Ordinances:
  - a) Council to consider an Ordinance approving the sale of approximately 39.22 acres of city-owned property in Immigrant Trail Subdivision to Samuel G. Adams.
  - b) Council to consider the contract selling approximately 39.22 acres of city-owned property in Immigrant Trail Subdivision to Samuel G. Adams in the amount of \$215,000.00 and authorize the Mayor to execute the contract.
  - c) Council to consider an Ordinance regarding a zoning requirement for permanent cosmetic facilities (third reading).
  - d) Council to consider an Ordinance allowing certain sizes of kayaks, canoes and non-motorized water craft on the East Riverside pond (second reading).
13. Reports from Staff, Boards & Commissions:
  - a) Council to consider the contract for the Fire Fighters Local 1454 Union and authorize the Mayor to execute the contract.
  - b) Council to consider the contract for the Police Officers Association Union and authorize the Mayor to execute the contract.
14. Executive Session
  - a) Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda.
15. Public Comments: The purpose of this agenda item is to allow for public comment of items for potential discussion at a future Council Meeting. Comments brought to the Council are for information only. The Council will not take any action on the item except for referring it to staff to address or placement on a future Council Agenda. This comment period will be limited to three (3) minutes per person
16. Council reports (informational only):
17. Scottsbluff Youth Council Representative report (informational only):
18. Adjournment.

# **City of Scottsbluff, Nebraska**

**Monday, July 18, 2016**

**Regular Meeting**

## **Item Consent1**

**Approve Minutes of the July 5, 2016 Regular Meeting.**

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

The Scottsbluff City Council met in a regular meeting on Tuesday, July 5, 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 July 1, 2016, 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 NBC Nebraska, and the Star Herald. The notice was also available on the city's website on July 1, 2016.

Mayor Randy Meininger presided and Deputy City Clerk Burbach recorded the proceedings. The Pledge of Allegiance was recited. Mayor Meininger welcomed everyone in attendance and encouraged all citizens to participate in the council meeting asking those wishing to speak to come to the microphone and state their name and address for the record. Mayor Meininger informed those in attendance that a copy of the Nebraska open meetings act is posted in the back of the room on the west wall for the public's review. The following Council Members were present: Randy Meininger, Raymond Gonzales, Jordan Colwell, Scott Shaver and Mark McCarthy. Mayor Meininger asked if there were any changes to the agenda. There were none. Moved by Mayor Meininger, seconded by Council Member Shaver, "remove item 6a from Consent Calendar and move to Item 7b due to changes needing to be made in the June 20, 2016 Regular Meeting minutes," "YEAS", Colwell, Meininger, Shaver, McCarthy and Gonzales, "NAYS", None. Absent: None.

Mayor Meininger asked if any citizens with business not scheduled on the agenda wished to include an item providing the City Council determines the item requires emergency action. There were none.

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

1. "A Community Festival Permit be approved for National Night Out on Broadway from 15<sup>th</sup> St. to 19<sup>th</sup> St. on August 2, 2016 from 4:00 p.m. to 9:00 p.m. including street closures, vendors and noise permit,"
2. "A public hearing be set for July 18, 2016 at 6:05 p.m. to consider the purchase of approximately 0.34 acres located in part of Block 1, Second Power Station Addition, Scottsbluff, NE for the purpose of building a solar array project," "YEAS", Colwell, Meininger, Shaver, McCarthy, and Gonzales, "NAYS", None. Absent: None.

Moved by Council Member Colwell, seconded by Mayor Meininger, "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 July 5, 2016, as on file with the City Clerk and submitted to the City Council," "YEAS", Meininger, Shaver, McCarthy, Gonzales and Colwell. "NAYS", None. Absent: None.

## CLAIMS



ACCELERATED RECEIVABLES SOLUTIONS,WAGE ATTACHMENT,505.89; ALAMAR CORP,UNIFORMS,465.06; ALARM SECURITY TECHNICIANS,SECURITY SYSTEM FOR TRANS/CENTRAL GARAGE,8942.87; AMAZON.COM HEADQUARTERS,MISC.,1354.91; ASSOCIATED SUPPLY CO, INC,DEPT SUPP,25.14; B & H INVESTMENTS, INC,DEP SUP,172; BLUFFS SANITARY SUPPLY INC.,SUPP - LINERS, MOPS,174.49; CAPITAL BUSINESS SYSTEMS INC.,CONT. SRVCS.,334; CASH WA DISTRIBUTING, CONCESSION,2089.5; CASTILLO P RICHARD,CONTRACTUAL, 360; CELLCO PARTNERSHIP, CELL PHONES,722.46; CEMENTER'S INC,CONCRETE FOR STREET REPAIR,2982.75; CENTURION HOLDINGS LLC,EQUIP. MAIN.,211.88; CITIBANK N.A., DEPT SUPP, 8.99; CITIBANK, N.A.,DEPT SUPP,299; CITY OF SCB, POSTAGE,13.15; CITY OF TORRINGTON,DEPT MMBRSH,15; CLARK PRINTING LLC,DEPT SUPP, 460.63; COMPUTER CONNECTION INC, CONT. SRVC., 240; CONSOLIDATED MANAGEMENT COMPANY,SCHOOLS & CONF,194.72; CONTRACTORS MATERIALS INC., SUPP - ADA PANELS, INSECT REPELL, SAFETY GLASSES,519.72; DALE'S TIRE & RETREADING, INC.,EQUIP MAINT,154.26; DAN LONG,CONTRACTUAL SVC,500; DANKO EMERGENCY EQUIPMENT COMPANY,36 RUBBER TOOL CLAMPS,130.65; DAS STATE ACCOUNTING-CENTRAL FINANCE,MONTHLY LONG DISTANCE,164.27; DICKINSON, CINDY,CONFERENCE EXPENSE,1475; DUANE E. WOHLERS,DISPOSAL FEES,900; ELAN CITY INC,CIP-PO#1,4000; ELLIOTT EQUIPMENT COMPANY INC.,VEHICLE MTNC,351.36; ESIQUIO RIOS JR,CONTRACTUAL,432; FASTENAL COMPANY,DEPT SUP,16.69; FAT BOYS TIRE AND AUTO,VEH MAINT,1290.57; FEDERAL EXPRESS CORPORATION,POSTAGE,396.87; FLOYD'S TRUCK CENTER, INC,VEHICLE MTNC,1278.92; FREMONT MOTOR SCOTTSBLUFF, LLC,VEHICLE, 28000.58; GALE/CENGAGE LEARNING,BKS,249.8; GENERAL ELECTRIC CAPITAL CORPORATION,DEPT SUP,793.41; H D SUPPLY WATERWORKS LTD,DEPT SUP,299.6; HAWKINS, INC.,CHEMICALS,4573.25; HD SUPPLY FACILITIES MAINTENANCE LTD,DEPT SUP,817.83; HEILBRUN'S INC.,TIRE MOUNT FOR CENTRAL GARAGE,1454.05; HELENA CHEMICAL COMPANY,INDUSTRIAL SUPP,1037.67; HENDERSON AARON,SPECIAL EVENT, 600; HULLINGER GLASS & LOCKS INC.,BLDG MAINT, 16.5; ICMA RETIREMENT TRUST-457, DEF COMP,945; ICMA ROTH IRA, ROTH IRA, 530; IDEAL LAUNDRY AND CLEANERS, INC.,DEPT SUPP,952.78; INDEPENDENT PLUMBING AND HEATING, INC,BLDG MAINT,317.87; INGRAM LIBRARY SERVICES INC, BKS, 771.32; INTERNAL REVENUE SERVICE, WITHHOLDINGS,65622.39; INVENTIVE WIRELESS OF NE, LLC,CONTRACTUAL,54.95; JOHN DEERE FINANCIAL,EQUIP MAINT,80.95; JOHN DEERE FINANCIAL,GROUND MAINT, 112.53; KIRK BERNHARDT,CONTRACTUAL, 162; KUCKKAHN, RICK, CONTRACT SERVICES, 4500; LEAGUE ASSOCIATION OF RISK MANAGEMENT, PROPERTY INSURANCE,1672.38; LEAL JORGE,REIMBURSEMENT FOR CDL LICENSE,57.5; MAILFINANCE INC,MONTHLY LEASE,297.52; MAREZ FRANCISCO, CONTRACTUAL,594; MATHESON TRI-GAS INC,DEPT SUP,126.12; MENARDS, INC,DEPT SUP,345.08; MIDLANDS NEWSPAPERS, INC,LEGAL PUBLISHING,3566.87; NATIONAL TACTICAL OFFICERS ASSOCIATION,SCHOOLS & CONF,7259; NE COLORADO CELLULAR, INC,CONTRACTUAL SVC,149.48; NE LIBRARY COMMISSION,CONT. SRVCS., 750; NEBRASKA FLOODPLAIN & STORMWATER MANAGERS ASSOC,DEPT CONFRNC,100; NEBRASKA MACHINERY CO, EQUIP MAINT, 1491.62; NEBRASKA PUBLIC POWER DISTRICT, ELECTRICITY, 24538.56; NEMNICH AUTOMOTIVE,VEH MAINT,79.13; NEOPOST,POSTAGE,300; NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF,GROUND MAINT,113.4; OREGON TRAIL PLUMBING, HEATING & COOLING INC,EQUIP MAINT,4518; OWEN E ELMER,QUIT CLAIM DEED,375; PANHANDLE CONCRETE PRODUCTS, INC,DEPT SUP,30;

PANHANDLE ENVIRONMENTAL SERVICES INC, SAMPLES, 162; PANHANDLE HUMANE SOCIETY, CONTRACTUAL, 5023.88; PAUL REED CONSTRUCTION & SUPPLY, INC, CRUSHED CONCRETE FOR ALLEYS, 150.4; PEPSI COLA OF WESTERN NEBRASKA, LLC, CONCESSION, 1084.6; PLATTE VALLEY BANK, HSA, 12253.96; POSTMASTER, POSTAGE, 769.75; POWERPLAN, EQUIP MTNC, 503.09; QUILL CORPORATION, DEPT/JANIT SUPPL, 337.54; REAMS SPRINKLER SUPPLY CO., GROUND MAINT, 214.45; REGIONAL CARE INC, CLAIMS, 97822.64; REGISTER OF DEEDS, LEGAL, 28; RICHARD CELL, JET SKI REPAIRS, 71.22; RICHARD JOHNSON, CONTRACTUAL, 1000; RIVERSIDE ZOOLOGICAL FOUNDATION, CONTRACTUAL, 87500; ROBERT GOMEZ, CONTRACTUAL, 306; ROOSEVELT PUBLIC POWER DISTRICT, PUMPING POWER, 2554.38; S M E C, EMPLOYEE DEDUCTION, 185.5; SAFELITE FULFILLMENT, INC, VEH MAINT, 362.9; SANDBERG IMPLEMENT, INC, EQUIP MAINT, 492.89; SCOTTS BLUFF COUNTY COURT, LEGAL, 364; SCOTTSBLUFF MOTOR CO, INC, VEH MAINT, 61.52; SCOTTSBLUFF SENIOR CENTER, CONTRACT, 5750; SHERIFF'S OFFICE, LEGAL, 102.8; SIMON CONTRACTORS, CONCRETE FOR STREET REPAIR, 3648.75; SIRSI CORPORATION, CONT. SRVCS, 1043.12; SMITH DONALD, TREE REBATE, 109.97; SNELL SERVICES INC., ELECTRICAL, 4968; SOLORZANO 111 MARIO, CONTRACTUAL, 108; SOURCE GAS, MONTHLY ENERGY FUEL, 3087.52; STATE HEALTH LAB, SAMPLES, 521; STATE OF NE., CONTRACTUAL, 210; THE CHICAGO LUMBER COMPANY OF OMAHA INC, DEPT SUPP, 12.68; THE PEAVEY CORP, INVEST SUPPL, 198; TORRINGTON SOD FARMS, GROUNDS MAINT, 163; TOTAL LANDSCAPE CONCEPTS, DEPT SUP, 125.99; TRI-STATE SPRINKLER SYSTEMS, LLC, CONTRACTUAL SVC, 305.16; TYLER TECHNOLOGIES, INC, FEES - ONLINE UB, 348; UPSTART ENTERPRISES, LLC, DEPT SUPP, 29.09; US BANK, SCHOOLS & CONF, 528.65; WEATHERCRAFT COMPANY OF SCOTTSBLUFF-GERING, BLDG MTNC, 809; WELLS FARGO BANK, N.A., RETIREMENT, 29219.4; WESTERN COOPERATIVE COMPANY, VEHICLE MTNC, 1785; WESTERN COOPERATIVE COMPANY, GROUNDS MAINT, 197.4; WYOMING FIRST AID & SAFETY SUPPLY, LLC, FIRST AID KIT SUPPLIES, 286.71; YELLMAN, ABBIGAIL, REIMB., 155.85; REFUNDS: KELLI CERAOLO, 2.91; SUSAN MCQUISTAN, 43.37; MELVIN BLACK, 4.51; SHERRI PETERSON, 8.09; MIDWESTERN GRAIN & INVESTMENT CORP., 7.29; R & K LAND CO., 95.91; JOSEPH LOVELIDGE, 50.00.

Mayor Meininger stated that a correction needed to be made on Page 6, paragraph 2 of the minutes as it states that Council Member Shaver seconded the motion, but Shaver was absent at that meeting. It should state that Council Member Colwell seconded the motion "that Ordinance No. 4190 be adopted". Moved by Mayor Meininger, seconded by Council Member McCarthy "that the minutes of the June 20, 2016 Regular Meeting be approved as corrected," "YEAS", McCarthy, Gonzales, Colwell and Meininger. "NAYS", None. Abstained: Shaver. Absent: None.

Ms. Robin Darnall, from the Elks BPO Lodge 1367, 1614 1<sup>st</sup> Ave., Scottsbluff, approached the Council regarding her appointment as Liquor License Manager for the business. Ms. Darnall stated that the liquor license is in place and that she is making application to be the manager of the Class CK liquor license at the Elks BPO Lodge 1367. Moved by Mayor Meininger, seconded by Council Member Colwell, "to make a positive recommendation to the Nebraska Liquor Control Commission regarding the appointment of Robin Darnall as the Elks BPO Lodge 1367 Liquor License Manager, 1614 1<sup>st</sup> Ave., Scottsbluff, NE," "YEAS", Gonzales, Colwell, Meininger, Shaver and McCarthy. "NAYS", None. Absent: None.

Ronetta Green and Natasha Koncaba, from the Tangled Tumbleweed LLC were present to request a positive recommendation from the Council to the Liquor Control Commission to amend their current liquor license to include an outdoor seating area that is 16' x 40' on the west side of

the business that will be fenced in. Chief Spencer stated that everything is in compliance. Moved by Council Member Shaver, seconded by Council Member McCarthy “to make a positive recommendation to the Nebraska Liquor Control Commission for the addition of the outdoor seating area to the Tangled Tumbleweed LLC Class C Liquor License,” “YEAS”, Colwell, Meininger, Shaver, McCarthy and Gonzales. “NAYS”, None. Absent: None.

Council introduced Ordinance No. 4191 creating requirements for the placement of shipping containers which was read by title on third reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA AMENDING CHAPTER 25, ARTICLE 3, SECTION 25 OF THE SCOTTSBLUFF MUNICIPAL CODE IN DEALING WITH ZONING AND MISCELLANEOUS REGULATIONS BY INCLUDING REGULATIONS CONCERNING SHIPPING CONTAINERS USED FOR STORAGE, ADDING §25-3-25(16) RESTRICTING THE USE OF SHIPPING CONTAINERS AS STORAGE, REPEALING ALL PRIOR SECTIONS, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.** Moved by Mayor Meininger, seconded by Council Member Colwell “to adopt Ordinance No. 4191 creating requirements for the placement of shipping containers,” “YEAS”, Meininger, Shaver, McCarthy, Gonzales and Colwell, “NAYS”, None. Absent: None.

Council introduced the Ordinance to consider a zoning requirement for permanent cosmetic facilities which was read by title on second reading: **AN ORDINANCE FOR THE CITY OF SCOTTSBLUFF, NEBRASKA, AMENDING SECTIONS 3, 11 AND 12 IN CHAPTER 25, ARTICLE 3, AMENDING VARIOUS ZONING DISTRICTS R-1A SINGLE FAMILY, O-P OFFICE AND PROFESSIONAL AND PBC PLANNED BUSINESS CENTER AS DISTRICTS IN WHICH A PERMANENT COSMETIC FACILITY WILL BE ALLOWED AS A SPECIAL PERMITTED USE OR A PERMITTED USE, REPEALING ALL PRIOR ORDINANCES AND PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.**

City Manager Johnson presented the Ordinance to allow certain sizes of kayaks, canoes and non-motorized water craft on the East Riverside pond. Mr. Johnson explained that staff has made the recommendation for this ordinance after sponsoring a class on kayaking, that was put on by the State of Nebraska Game & Parks Commission. This class was very well attended and staff felt this would be a great amenity to add for the public. Council Member Shaver stated concerns over having the class without having the ordinance in place and questioned why the ordinance was needed. Mr. Johnson stated that we need the ordinance to be in compliance and establish rules and regulations. Mr. Shaver asked what would stop people from going out in kayaks without life jackets. Mr. Johnson stated that this would need to be policed. Mr. Shaver stated that he believed policing would not happen.

Mayor Meininger asked for clarification about the east ponds where the floating docks are, if that is considered one or two ponds. Park Director Perry Mader stated that it is considered one pond.

Council Member Gonzales brought to attention some typographical errors in the ordinance as presented.

Mayor Meininger asked for council discussion. Council Member Colwell asked Chief Spencer what his thoughts were on policing of this ordinance. Chief Spencer stated that his officers are in the area quite often and would probably need to do a little bit of training, but policing could be done. Mr. Mader stated that signs would be posted stating the need to wear life jackets along with the rules and regulations. He also indicated that his Park staff is in the area quite a bit and could help monitor this. Council Member Shaver asked what hours during the day the public would be able to kayak, canoe or use a non-motorized water craft. Mr. Mader stated that it would be the regular park hours. Chief Spencer informed the council that his officers check the park and if violators are there after hours, they are removed from the park. Mayor

Meininger also stated that the Nebraska Game and Parks would also be able to police this. Mr. Mader stated that by holding the classes, they have taught people how to correctly use the recreational equipment, but they have nowhere in the City to be able to use them. Staff has done some research and spoken to other cities that have rules and regulations in place and used these as a guideline to create rules and regulations for the City of Scottsbluff. Other cities also rent out equipment for use at their facilities. Mr. Mader told the council that eventually it is the hope, that the City could do rentals for use on the ponds and felt that rentals could be handled by the Campground hosts.

Mr. Johnson stated for the record that the city had been in contact with LARM, the insurance carrier, and they did not have an issue with the implementation of this ordinance.

Council Member Gonzales asked if the YMCA had been doing classes. Mr. Mader stated that yes the YMCA has been doing supervised classes. Mr. Gonzales asked if the current ordinance stated that nothing could be done in the ponds. Deputy City Attorney, Kent Hadenfeldt stated that there were exceptions in the current ordinance that allowed for Game & Parks activities and also the City Manager could give special approval for activities. It was suggested to change the ordinance so that if one group is allowed than all should be allowed to do the activities as long as they follow the rules and guidelines. Mayor Meininger stated that requests for special approvals for classes have come before the council several times before from the Boy Scouts and the YMCA.

Mayor Meininger introduced the Ordinance which was read by title on first reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA AMENDING SECTIONS 13-10-17 AND 15-1-7 OF THE MUNICIPAL CODE ALLOWING CERTAIN SIZES OF KAYAKS, CANOES AND NON MOTORIZED WATER CRAFT ON THE PONDS IN RIVERSIDE PARK, REPEALING ALL PRIOR ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.**

City Manager Johnson informed the council that the Monument Valley Pathway North project plans are at 90% completion and Parks Director Perry Mader will give a presentation as to where we are today with the project. Mr. Mader proceeded to inform the council that the engineer submitted the plans to the Nebraska Department of Roads and the State requires a Resolution to be submitted from the City approving the 90% plans. Mr. Mader showed council a map of the proposed pathway and stated that there are no major changes to the plans. It will be a 10ft wide path along the whole route. The environmental stage has been completed and they are working on the Right of Way stage right now, determining who owns the property involved. The path will go from the YMCA camp up to the Hospital and then over to WNCC. Mr. Mader stated that he is waiting to hear on the next phase of the pathway. Moved by Council Member Gonzales, seconded by Council Member McCarthy “to approve Resolution No. 16-07-01 approving the 90% plan completion of the Monument Valley Pathway North project,” “YEAS”, Meininger, Shaver, McCarthy, Gonzales and Colwell, “NAYS”, None. Absent: None.

#### **RESOLUTION NO. 16-07-01**

**WHEREAS:** City of Scottsbluff (City) and State entered into an LPA Program Agreement for State to assist City in the development and construction of an LPA Federal-aid transportation project;

**WHEREAS:** The State or the design consultant has developed the project plans to the “90% Plans” stage of development, dated May 3, 2016;

**WHEREAS:** The LPA Program Agreement requires the City to review the “90% Plans” and either request modification or approve them as acceptable at this stage;

**WHEREAS:** City wishes to approve the “90% Plan”;

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCOTTSBLUFF  
THAT:**

The Mayor, Randy Meininger, is hereby authorized to sign the bottom of this resolution and submit it to the State signifying the City's approval of the "90% Plans" dated May 3, 2016.

NDOR Project Number: ENH-79(42)

NDOR Control Number: 51512

NDOR Project Description: Scottsbluff Valley Pathway North

Adopted this 5<sup>th</sup> day of July, 2016 at Scottsbluff, Nebraska.

The City Council of the City of Scottsbluff, Nebraska

Randy Meininger

Raymond Gonzales

Jordan Colwell

Scott Shaver

Mark McCarthy.

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Mayor

Attest:

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City Clerk

SEAL

City Manager Johnson presented a letter from Samuel Adams requesting to purchase approximately 39.22 acres of city owned property located in the Immigrant Trail Subdivision in the amount of \$215,000.00 and is willing to have the property annexed into the city limits.

Moved by Mayor Meininger, seconded by Council Member Shaver, "to adjourn to executive session for protection of public interest in reviewing the proposal from Samuel Adams for the purchase of city owned property and to discuss strategy in responding to the offer, and to include the City Council, City Manager and Deputy City Attorney in executive session," "YEAS", Shaver, McCarthy, Gonzales, Colwell and Meininger, "NAYS", None. Absent: None.

Mayor Meininger announced that at 6:25 p.m. the City Council entered executive session to discuss the potential sale of city owned property for protection of the public interest, regarding the sale of city owned real estate; reason - discussion of strategy in responding to Samuel Adams offer.

Moved by Mayor Meininger, seconded by Council Member Shaver, "to reconvene out of executive session at 6:46 p.m.," "YEAS", McCarthy, Gonzales, Colwell, Meininger and Shaver, "NAYS", None. Absent: None.

Moved by Mayor Meininger, seconded by Council Member McCarthy to accept the offer from Samuel Adams to purchase approximately 39.22 acres of city owned property located in the Immigrant Trail Subdivision in the amount of \$215,000.00, contingent upon the City Attorney's office developing all of the necessary paperwork and reviewing the covenants so that everything is in compliance," "YEAS", Gonzales, Colwell, Meininger, Shaver and McCarthy, "NAYS", None. Absent: None.

Under Council Reports, Council Member Gonzales reminded everyone about the Budget workshop that is scheduled for next week, Tuesday, July 12<sup>th</sup> at 8:00 a.m. at City Hall in the Council Chambers. Mayor Meininger commented that the NITC (Nebraska Information

Technology Commission) will be having a meeting in Scottsbluff for the first time ever at Regional West Medical Center in the Education Unit next Thursday, July 14<sup>th</sup>.

Moved by Council Member McCarthy, seconded by Mayor Meininger, “to adjourn the meeting at 6:50 p.m.,” “YEAS”, Colwell, Meininger, McCarthy, and Gonzales, “NAYS”, Shaver. Absent: None.

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Mayor

Attest:

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Deputy City Clerk    “SEAL”

# **City of Scottsbluff, Nebraska**

**Monday, July 18, 2016**

**Regular Meeting**

## **Item Consent2**

**Approve Minutes of the July 12, 2016 Budget Workshop Special Meeting.**

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

Special Budget Workshop Meeting  
July 12, 2016

The Scottsbluff City Council met in a Special Budget Workshop Meeting on Tuesday, July 12, 2016 at 8:00 a.m. in the Council Chambers of City Hall, 2525 Circle Drive, Scottsbluff, NE. A notice of the meeting had been published on July 8, 2016, 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 accommodation 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 July 8, 2016.

Mayor Randy Meininger presided and City Clerk Dickinson recorded the proceedings. The Pledge of Allegiance was recited. Mayor Meininger welcomed everyone in attendance and encouraged all citizens to participate in the council meeting. Mayor Meininger informed those in attendance that a copy of the Nebraska Open Meetings Act was available for the public's review. The following Council Members were present: Raymond Gonzales, Jordan Colwell, Randy Meininger, Mark McCarthy and Scott Shaver. Absent: None.

Mayor Meininger asked if there were any changes to the agenda. There were none. Mayor Meininger asked if any citizens with business not scheduled on the agenda wished to include an item providing the City Council determines the item requires emergency action. There were none.

City Manager Johnson expressed his appreciation to Finance Director Hilyard for all of her work preparing the 2016/2017 Budget.

The proposed general budget for all funds reflects a 0% Cost of Living Adjustment (COLA) based on the Consumer Price Index (CPI), which was actually -0.6% for the entire year. Seasonal employee's wages will increase to \$9.00/hour for minimum wage.

Both Police and Fire unions have agreed on three year contracts which will be presented to the City Council on July 18, 2016. This is the first time the unions have completed negotiations and agreed to contracts prior to the budget workshop. Contracts will provide for 2% COLA for both Police and Fire Departments. This will bring us to the CIR regulated salaries for Police and get us closer for the Fire Department. The Police rate increases will eliminate level one, leaving 7 rate increases, which is the same as the general fund.

Staff is proposing an increase from 5% to 6% for health insurance. Health insurance premium costs are actually up 11%, per RCI. Based on estimates from the city's insurance carrier, League Association of Risk Manager (LARM), staff is recommending a 2% increase in property insurance, 5% increase for workers compensation and no increase for liability. Staff recommended keeping the merit increase policy for employees who have excellent evaluations.

Mr. Johnson reviewed the proposed \$1.19/month rate increase for utilities. This is broken out to reflect the following:

- \$.25/month increase in Stormwater surcharge - This increase will be used to continue to purchase properties built on the Scottsbluff drain and alleviate the problems created by having houses over the drain.
- \$.61/month increase in Wastewater – This increase will be used for debt service on the treatment plant and provide for a \$600,000 contingency in the event of a main replacement.



- Regarding the compost facility, staff explained that this project could be moved to 2018, so we could build the reserve, then use cash to pay for the facility rather than bonding the project. Council would also like all compost facility improvements to be paid from the Environmental Services Fund.

Mayor Meininger recommended checking with UNL Research Extension office regarding composting and possibly forming a partnership.

- \$.33/month increase in Water.
- No rate increase is proposed for Environmental Services. Ms. Hilyard noted that it appears that late fees have not been charged on the environmental services portion of the billing to customers who do not pay on time. On average, for all utility billing cycles, approximately 40% of customers pay their utility bills late. Adding a finance charge to the environmental services would generate approximately \$50,000.00 in late fees, and make customers more aware of the payment date.

Mayor Meininger asked that staff begin assessing these late fees and research other communities to see what their turn off and reconnect fees are in comparison to ours.

Staff would like this rate increase to take effect at the beginning of the fiscal year and will research any changes required in the Ordinance.

Finance Director Hilyard explained that the City needs cash for operating purposes in the event of an emergency, and she is proposing a three month reserve for this purpose. She is also in favor of paying for equipment, etc. as we go, rather than debt servicing, when feasible. We have an aging infrastructure system, so it's extremely important to keep our infrastructure fund healthy to make the necessary repairs. She explained that our debt service is currently minimal.

Mr. Johnson also explained the issue of collecting electronics, which are mostly from commercial businesses who occasionally bring hundreds of computers at a time. The average cost to have these taken to recycle centers is \$3,000.00 per trip. The city currently offers this service at no charge. Staff would like to initiate a flat fee for this service for commercial customers only.

City Manager Johnson reviewed each department's operating budgets. He explained that he met individually with each department head to address any issues and discuss ways to balance the budget.

The General Fund is primarily funded by sales tax and the NPPD lease payments. He has asked for a hiring freeze, will eliminate overtime, with the exception of Transportation, Police and Fire Departments, and will retain the merit increase policy. Regarding the sales tax revenue, we are predicting revenues to be flat, so we plan to do more with less to maintain a balanced budget.

Ms. Hilyard reported that the Transportation Fund is in good shape. The main capital projects are the bulb-outs on Broadway, repairing the "cave" under Broadway and replacing the water line on Broadway. The majority of the Council was in favor of proceeding with the bulb-out project at the beginning of the new fiscal year, and then complete the other projects. Council does not want to issue debt to fund these capital improvements.

Council reviewed the Capital Improvement Projects and concurred with the recommendations provided by the City Manager. One of the larger projects is the sewer main interceptor, \$4,185,436.00 to be paid from LB840 funds. This sewer main will be used by qualifying businesses; the amount is budgeted as a placeholder.

Mr. Johnson discussed KENO Fund allocations, with a projected revenue of \$65,000.00, which he is recommending remain the same as last year – 10% for signs; 10% tree rebate program; 20% ADA intersections; 20% grant matching funds; and 40% open to programs. Staff's recommendation is to use KENO funds for Library holiday books for kids, Parks Wayfinding Signage and Riverside Campground

Improvements. City Council directed staff to look into the possibility of using KENO funds to build public restrooms in City parks.

Staff reviewed the requests which have been submitted by the following agencies: West Nebraska Arts Center; Carpenter Center; Keep Scottsbluff/Gering Beautiful (KSGB). Council did not recommend funding any of these agencies in addition to the funding they are currently receiving. They did suggest that KSGB apply for electronic recycling grants for the city in exchange for a fee, to assist with their request for funding.

Mr. Johnson reviewed the following outside agency agreements of which the city is currently obligated. He explained that we need to evaluate the need for each of the agreements.

- Rick Kuckkahn's contract (retain until expiration at the end of 2016)
- Anitas Greenscaping (contract in transition)
- Monument Prevention Coalition (support, but need to reduce amount - need more information and new numbers)
- PADD (Council suggested a fee for service, not to exceed a certain amount)
- PHS (remain the same)
- Riverside Discovery Center (Request that they start tracking receipts to enable assistance through LB840 funds. Council discussed ending funding at the end of their contract, so RDC must have long term funding in place.)
- Scottsbluff Landscaping for maintenance of Centennial Park (no longer in place)
- Scottsbluff Senior Center (continue with support and maintenance of the building)
- Chamber of Commerce (membership – retain)
- Thomas P. Miller and Associates – Economic Development (when contract expires, only use for specific projects. Total contract for 2016 is approximately \$200,000)
- Twin Cities Development – Economic Development (Fee for service - \$100.00/hour. Total contract for 2016 is approximately \$120,000)
- Tommy's Johnny's (the expense of supplying porta potties at the soccer complex may justify construction of public restrooms at the complex)

Moved by Mayor Meininger, seconded by Council Member Gonzales, "to take a break at 12:00 noon until 1:00 p.m.," "YEAS", Gonzales, Meininger, McCarthy, and Colwell "NAYS", Shaver. Absent: None.

Council reconvened at 1:00 p.m. The following Council Members were present: Raymond Gonzales, Jordan Colwell, Randy Meininger, Mark McCarthy and Scott Shaver. Absent: None.

Council continued their discussion of funding outside economic development agencies. Council directed City Manager Johnson to look into the possibility of creating an Economic Development Director position. City Council directed staff to allocate \$300,000.00 for economic development contractual services, including outside agencies Twin Cities Development and Thomas P. Miller and Associates, and an Economic Development Director position, including all overhead.

Mr. Johnson presented options for additional revenue sources. Last year Council pursued a Hotel/Motel tax, but did not pass the Ordinance. It may be time to review this revenue source, along with a restaurant occupation tax. City Manager Johnson explained that we have infrastructure that needs repaired, and since LB357 did not pass, we need to find additional revenue. In addition, we need to

diversify the general fund and have a balanced budget. The current proposed budget is balanced by using \$384,000 of the reserves. A lodging tax would help balance the budget, with additional revenues going to infrastructure. Council instructed staff to prepare spread sheets showing projected revenue for a 2% Restaurant Occupation Tax and a 2% Lodging Occupation Tax.

Another potential revenue source could be annexation of property as outlined in the preliminary annexation map. Council directed staff to refer this map to the Planning Commission to review and assure that it complies with the Comprehensive Plan.

Staff will bring additional information requested by Council back to another meeting prior to the final public hearing on the FY 2016/2017 Budget.

Moved by Council Member Colwell, seconded by Council Member McCarthy, “to adjourn the meeting at 2:45 p.m.,” “YEAS”, Gonzales, Meininger, McCarthy, Shaver and Colwell “NAYS”, None. Absent: None.

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Mayor

Attest:

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City Clerk

“SEAL”

# **City of Scottsbluff, Nebraska**

**Monday, July 18, 2016**

**Regular Meeting**

## **Item Consent3**

**Council to acknowledge a claim from Steve Coulter regarding personal property damage and forward to insurance carrier.**

**Minutes: The attached claim is a result of the June 12, 2016 storm that affected other properties located on West 42nd Street.**

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

City of Scottsbluff

I'm filing a complaint to the City of Scottsbluff due to water damage in our basement from water coming up the drains in the basement after the rain storm on 6-12-16.

Damage to carpet and having to be removed & dis-carded. Furniture legs wet & stained. Stair & case ruined. Antique wall throw rug had to be discarded. Self bags damaged and suit cases.

Basement very musty and expenses for cleaning supplies

-2-  
and labor to help haul out carpet & other ruined items. Mold is still a concern. Being a senior citizen this has been a hardship.

Mrs. Steve Caulton  
2809 W. 42<sup>nd</sup> St  
Scottsbluff Ne  
69361

# Memo

**To:** Cindy Dickinson, City Clerk  
**From:** Lynn Garton, Water Reclamation Supervisor  
**CC:** Mark Bohl, Public Works Director  
**Date:** 6/15/16  
**Re:** 2701 West 42<sup>nd</sup> Street Sewer Call

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At approximately 10:40pm on Sunday, June 12, 2016, Randy Rutter received a call from the Communication Center concerning a sewer backup at 2701 West 42<sup>nd</sup> Street. Randy contacted Lyle Shapland to come and assist with any cleaning that may need to be done. Randy and Lyle arrived on site at approximately 11:30pm and began investigating the situation. They began by checking manholes from Apple Drive eastward (please see notes and maps) to where the 8 inch line connects to the 15 inch main transmission line just west of 1724 West 42<sup>nd</sup> Street. Most all manholes to the connection of the 15 inch line had standing water caused by the excessive rain from the evening's storm. Water appeared to be flowing extremely fast which indicated no blockage of the line. Most all intersections along the West 42<sup>nd</sup> Street stretch where under water from the rain, those intersections all have manholes located in the flow line for storm drainage. The excessive amount of rain appeared to be infiltrating the manholes and causing the line to backup. Not much could be done to further investigate until a time when the water could recede. The following morning the collection crew returned to the site and inspected the entire line via closed circuit television. The line appeared to be clean, undamaged and showed no signs of obstruction that would cause a blockage.

With the amount of rainfall in such a short period of time on that Sunday evening it is our determination that the rain infiltrated the sanitary sewer line at the manholes in the intersections causing the line to be at its maximum capacity and restricting normal flow from residential properties until the flow of rain water could recede in the mainline.

City of Scottsbluff  
Wastewater Treatment Plant Sewer Call Work Record

Reviewed by Supervisor: [Signature]

Date: 6-12-16 Time of Call: 10:40 Received By: Comm Center Given to: Randy Rutter Time Given: 10:40  
 Caller: David Soule Phone #: 308-672-7383 Owner if Known: David Soule  
 Location / Address: 2701 West 42nd St  
 Work Request: Check Sewer main line

WORK PERFORMED

Field employees must answer all items numbered 1 through 14 and turn the Work Record over to the Wastewater Supervisor for Review.

1) Time of Arrival: 11:30

2) Upon arrival, the following manholes were checked to determine what was happening in the City's collection system:

Between	And...	On (What St or Ave)	Flow in Manholes: Write what was found below.	Picture Taken Yes or No
Example: E 16 <sup>th</sup> St	E 17 <sup>th</sup> St	12 <sup>th</sup> Ave	Normal	Yes
2701	1724	West 42nd St	Standing water	
	1724	West 42nd St	Heavy Flow	

3) After checking manholes, what additional work was performed to correct this problem:

\_\_\_\_\_ I informed the customer that they will need to contact a plumber to assist them with their private lines as the City's manholes have been checked in the area and the flow is okay. Who did you inform \_\_\_\_\_  
 or \_\_\_\_\_ I informed the plumber that they will need to take a closer look at the customer's private lines as the City's manholes have been checked in the area and the flow is okay. Who did you inform \_\_\_\_\_  
 or Cleaning performed: \_\_\_\_\_

4) What did you find in the sewer lines or manholes? (grease/toilet paper, etc) Standing Water

5) Number of feet jetted: \_\_\_\_\_

5) If jetting was performed and the flows in manholes were normal, explain why we went ahead and jetted the City's main lines.

7) Did this location have flooding or damage occur of some sort? Yes X No \_\_\_\_\_ Unsure \_\_\_\_\_

8) If yes or unsure, did you provide them with the City's Letter from Management and EPA Brochure? Yes

9) Who did you give the letter and brochure to? David Soule

10) Date Completed: 6-13-16 11) Personnel Time Involved 2 hrs

12) Sewer JET Hours Involved \_\_\_\_\_ 13) Sewer CAMERA hours Involved: 36 hrs

14) Work Performed By: Randy Rutter, Kyle Shapland

Randy Rutter, Kyle Shapland

REMINDER, please do not put work order away until secretary has initialed it after recording.

Secretary initial here [Initials] Record # 0612161

I Randy Rutter received a call from the Comm Center at 10:40 pm 06-12-16 about a Sewer call at 2701 West 42nd St, the Comm Center informed me that the owner of the home Dave Soule reported that his basement was backing up, I called Mr Soule and he informed me he had water backing up in his basement and that 2 other neighbors were having the same problem, I told Mr Soule that I would be there shortly, I called Lyle Shapland for assistance and he met me at the plant to get the Sewer truck. When Lyle arrived we proceeded to call location and began checking manholes from Apple Ave to 1724 West 42nd, found standing water in manholes between these locations, the manhole at 1724 West 42nd St had heavy flow, we could not check manhole on Birch Ave because there was a large area of water covering it due to the heavy rain that evening, Lyle and I determined that there wasn't any blockage in the main, it was overloaded from the heavy rain and would take some time for the water level to go down, we informed Mr Soule and additional neighbors that there was nothing we could do but wait for the level to go down, we informed the home owners that a crew would be back to check the line again first thing in the morning.

Randy Rutter



# **City of Scottsbluff, Nebraska**

**Monday, July 18, 2016**

**Regular Meeting**

## **Item Claims1**

**Council to consider a request for payment of claim by warrant for Paving District #313, Avenue G, Owen Development and approve the Resolution.**

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

# Agenda Statement

Item No.

For meeting of: **July 18, 2016**

**AGENDA TITLE:** Request for payment of claim by warrant for Paving District #313, Avenue G - Owen

**SUBMITTED BY DEPARTMENT/ORGANIZATION:** Finance

**PRESENTATION BY:** Nathan Johnson

**SUMMARY EXPLANATION:** This is a request for reimbursement of expenses related to engineering services by Baker & Associates, Inc. in the amount of \$1,150.00 for PD #313.

**BOARD/COMMISSION RECOMMENDATION:**

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

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## EXHIBITS

Resolution ☒

Ordinance ☐

Contract ☐

Minutes ☐

Plan/Map ☐

Other (specify) ☒ invoice

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

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

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Rev 3/1/99CClerk

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

City of Scottsbluff  
2525 Circle Drive  
Scottsbluff, NE 69361

Invoice number 27883  
Date 06/30/2016

Project 002-166-16 CITY OF SCOTTSBLUFF -  
AVENUE G STREET DISTRICT (ZACK  
OWEN)

**Invoice Summary**

Description	Contract Amount	Prior Billed	Current Billed	Remaining	Total Billed
SITE SURVEY & EXISTING SITE PLAN	1,750.00	1,755.00	0.00	-5.00	1,755.00
DESIGN	8,750.00	6,997.50	1,150.00	602.50	8,147.50
<b>CONSTRUCTION SERVICES</b>	8,000.00	0.00	0.00	8,000.00	0.00
Total	18,500.00	8,752.50	1,150.00	8,597.50	9,902.50

**Professional Fees**

	Hours	Rate	Billed Amount
Principal	5.00	150.00	750.00
Technician Level 1	4.00	100.00	400.00
Professional Fees subtotal	9.00		1,150.00
Invoice total			<b>1,150.00</b>

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
27883	06/30/2016	1,150.00	1,150.00				
Total		1,150.00	1,150.00	0.00	0.00	0.00	0.00

Approved by:

Jack W. Baker  
President

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





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

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

That the claim of Baker & Associates, Inc. in the amount of \$1,150.00, being the third pay estimate for Paving District #313, is approved and the City Clerk is authorized to issue a warrant for the payment of such claim.

Passed and approved this 18th day of July, 2016.

\_\_\_\_\_  
Mayor

ATTEST:

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

“seal”

# **City of Scottsbluff, Nebraska**

**Monday, July 18, 2016**

**Regular Meeting**

## **Item Claims2**

### **Regular claims**

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



# Expense Approval Report

## By Vendor Name

Post Dates 07/06/2016 - 07/18/2016

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: 00460 - ACCELERATED RECEIVABLES SOLUTIONS</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
WAGE ATTACHMENT	WAGE ATTACHMENT EE PAY				505.89
Fund 713 - CASH & INVESTMENT POOL Total:					505.89
Vendor 00460 - ACCELERATED RECEIVABLES SOLUTIONS Total:					505.89
<b>Vendor: 00393 - ACTION COMMUNICATIONS INC.</b>					
<b>Fund: 111 - GENERAL</b>					
DEPT SUPP	EQUIPMENT MAINTENANCE				482.00
Fund 111 - GENERAL Total:					482.00
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
WI MAX INTERNET	DEPARTMENT SUPPLIES				27.50
Fund 621 - ENVIRONMENTAL SERVICES Total:					27.50
<b>Fund: 631 - WASTEWATER</b>					
WI MAX INTERNET	DEPARTMENT SUPPLIES				27.50
Fund 631 - WASTEWATER Total:					27.50
<b>Fund: 641 - WATER</b>					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				188.60
Fund 641 - WATER Total:					188.60
Vendor 00393 - ACTION COMMUNICATIONS INC. Total:					725.60
<b>Vendor: 09021 - AIRGAS USA, LLC</b>					
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
uniforms & clothing	UNIFORMS & CLOTHING				29.40
Fund 621 - ENVIRONMENTAL SERVICES Total:					29.40
Vendor 09021 - AIRGAS USA, LLC Total:					29.40
<b>Vendor: 00310 - ALAMAR CORP</b>					
<b>Fund: 111 - GENERAL</b>					
UNIFORMS	UNIFORMS & CLOTHING				30.48
Fund 111 - GENERAL Total:					30.48
Vendor 00310 - ALAMAR CORP Total:					30.48
<b>Vendor: 05887 - ALLO COMMUNICATIONS,LLC</b>					
<b>Fund: 111 - GENERAL</b>					
LOCAL TELEPHONE CHARGES	TELEPHONE				496.05
LOCAL TELEPHONE CHARGES	TELEPHONE				69.62
LOCAL TELEPHONE CHARGES	TELEPHONE				68.12
LOCAL TELEPHONE CHARGES	TELEPHONE				37.22
LOCAL TELEPHONE CHARGES	TELEPHONE				228.12
LOCAL TELEPHONE CHARGES	TELEPHONE				246.66
LOCAL TELEPHONE CHARGES	TELEPHONE				362.23
LOCAL TELEPHONE CHARGES	TELEPHONE				1,621.98
LOCAL TELEPHONE CHARGES	TELEPHONE				553.21
LOCAL TELEPHONE CHARGES	TELEPHONE				201.15
LOCAL TELEPHONE CHARGES	TELEPHONE				68.44
Fund 111 - GENERAL Total:					3,952.80
<b>Fund: 212 - TRANSPORTATION</b>					
LOCAL TELEPHONE CHARGES	TELEPHONE				440.07
Fund 212 - TRANSPORTATION Total:					440.07
<b>Fund: 213 - CEMETERY</b>					
LOCAL TELEPHONE CHARGES	TELEPHONE				69.62
Fund 213 - CEMETERY Total:					69.62

## Expense Approval Report

Post Dates: 07/06/2016 - 07/18/2016

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
LOCAL TELEPHONE CHARGES	TELEPHONE				195.24
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>					<b>195.24</b>
<b>Fund: 631 - WASTEWATER</b>					
LOCAL TELEPHONE CHARGES	TELEPHONE				136.24
<b>Fund 631 - WASTEWATER Total:</b>					<b>136.24</b>
<b>Fund: 641 - WATER</b>					
LOCAL TELEPHONE CHARGES	TELEPHONE				102.93
<b>Fund 641 - WATER Total:</b>					<b>102.93</b>
<b>Fund: 661 - STORMWATER</b>					
LOCAL TELEPHONE CHARGES	TELEPHONE				34.81
<b>Fund 661 - STORMWATER Total:</b>					<b>34.81</b>
<b>Fund: 721 - GIS SERVICES</b>					
LOCAL TELEPHONE CHARGES	TELEPHONE				34.22
<b>Fund 721 - GIS SERVICES Total:</b>					<b>34.22</b>
<b>Vendor 05887 - ALLO COMMUNICATIONS,LLC Total:</b>					<b>4,965.93</b>
<b>Vendor: 09669 - ALVARO SILVA</b>					
<b>Fund: 111 - GENERAL</b>					
CONTRACTUAL	CONTRACTUAL SERVICES				150.00
<b>Fund 111 - GENERAL Total:</b>					<b>150.00</b>
<b>Vendor 09669 - ALVARO SILVA Total:</b>					<b>150.00</b>
<b>Vendor: 02118 - ANITA'S GREENSCAPING INC</b>					
<b>Fund: 111 - GENERAL</b>					
CONTRACTUAL	CONTRACTUAL SERVICES				272.22
<b>Fund 111 - GENERAL Total:</b>					<b>272.22</b>
<b>Fund: 216 - BUSINESS IMPROVEMENT</b>					
BID CNTRCL SRVCS	CONTRACTUAL SERVICES				758.89
<b>Fund 216 - BUSINESS IMPROVEMENT Total:</b>					<b>758.89</b>
<b>Fund: 661 - STORMWATER</b>					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				230.00
<b>Fund 661 - STORMWATER Total:</b>					<b>230.00</b>
<b>Vendor 02118 - ANITA'S GREENSCAPING INC Total:</b>					<b>1,261.11</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
<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				11.09
<b>Fund 111 - GENERAL Total:</b>					<b>11.09</b>
<b>Vendor 04575 - AUTOZONE STORES, INC Total:</b>					<b>11.09</b>
<b>Vendor: 00295 - B &amp; H INVESTMENTS, INC</b>					
<b>Fund: 111 - GENERAL</b>					
Dep sup	DEPARTMENT SUPPLIES				29.50
DEPT SUPP	DEPARTMENT SUPPLIES				20.50
BLDG MAINT	BUILDING MAINTENANCE				14.75
BLDG MAINT	BUILDING MAINTENANCE				14.75
<b>Fund 111 - GENERAL Total:</b>					<b>79.50</b>
<b>Fund: 212 - TRANSPORTATION</b>					
SUPP - WATER	DEPARTMENT SUPPLIES				26.00
WATER & COOLER FOR SHOP	DEPARTMENT SUPPLIES				291.00
<b>Fund 212 - TRANSPORTATION Total:</b>					<b>317.00</b>



## Expense Approval Report

Post Dates: 07/06/2016 - 07/18/2016

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
dept supplies	DEPARTMENT SUPPLIES				61.00
				<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>	<b>61.00</b>
				<b>Vendor 00295 - B &amp; H INVESTMENTS, INC Total:</b>	<b>457.50</b>
<b>Vendor: 00271 - B&amp;C STEEL CORPORATION</b>					
<b>Fund: 111 - GENERAL</b>					
EQUIP MAINT	EQUIPMENT MAINTENANCE				7.65
				<b>Fund 111 - GENERAL Total:</b>	<b>7.65</b>
				<b>Vendor 00271 - B&amp;C STEEL CORPORATION Total:</b>	<b>7.65</b>
<b>Vendor: 00405 - BLUFFS SANITARY SUPPLY INC.</b>					
<b>Fund: 111 - GENERAL</b>					
Jan sup	JANITORIAL SUPPLIES				183.60
				<b>Fund 111 - GENERAL Total:</b>	<b>183.60</b>
				<b>Vendor 00405 - BLUFFS SANITARY SUPPLY INC. Total:</b>	<b>183.60</b>
<b>Vendor: 06548 - BUD'S RADIATOR</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
REPAIR AIR COMPRESSOR RADI...	EQUIPMENT MAINTENANCE				128.00
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>128.00</b>
				<b>Vendor 06548 - BUD'S RADIATOR Total:</b>	<b>128.00</b>
<b>Vendor: 00735 - CAPITAL BUSINESS SYSTEMS INC.</b>					
<b>Fund: 111 - GENERAL</b>					
EQUIP MAINT	EQUIPMENT MAINTENANCE				117.11
				<b>Fund 111 - GENERAL Total:</b>	<b>117.11</b>
				<b>Vendor 00735 - CAPITAL BUSINESS SYSTEMS INC. Total:</b>	<b>117.11</b>
<b>Vendor: 00055 - CARR- TRUMBULL LUMBER CO, INC.</b>					
<b>Fund: 641 - WATER</b>					
DEPT SUP	DEPARTMENT SUPPLIES				15.84
				<b>Fund 641 - WATER Total:</b>	<b>15.84</b>
				<b>Vendor 00055 - CARR- TRUMBULL LUMBER CO, INC. Total:</b>	<b>15.84</b>
<b>Vendor: 00787 - CASH WA DISTRIBUTING</b>					
<b>Fund: 111 - GENERAL</b>					
CONCESSIONS	CONCESSION SUPPLIES				335.05
CONCESSIONS	CONCESSION SUPPLIES				479.00
				<b>Fund 111 - GENERAL Total:</b>	<b>814.05</b>
				<b>Vendor 00787 - CASH WA DISTRIBUTING Total:</b>	<b>814.05</b>
<b>Vendor: 07911 - CELLCO PARTNERSHIP</b>					
<b>Fund: 111 - GENERAL</b>					
data moden two months	CELLULAR PHONE				50.04
				<b>Fund 111 - GENERAL Total:</b>	<b>50.04</b>
<b>Fund: 212 - TRANSPORTATION</b>					
CELL PHONE FOR ON CALL	TELEPHONE				16.41
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>16.41</b>
<b>Fund: 631 - WASTEWATER</b>					
CELL PHONES	CELLULAR PHONE				48.73
				<b>Fund 631 - WASTEWATER Total:</b>	<b>48.73</b>
<b>Fund: 641 - WATER</b>					
CELL PHONES	CELLULAR PHONE				84.86
				<b>Fund 641 - WATER Total:</b>	<b>84.86</b>
				<b>Vendor 07911 - CELLCO PARTNERSHIP Total:</b>	<b>200.04</b>
<b>Vendor: 00363 - CEMENTER'S INC</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
CONCRETE FOR STR. REPAIR	STREET MAINTENANCE				412.25
CONCRTE FOR STR. REPAIR	STREET MAINTENANCE				873.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
CONCRETE FOR STR. REPAIR	STREET MAINTENANCE				606.25
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>1,891.50</b>
<b>Fund: 641 - WATER</b>					
DEPT SUP	DEPARTMENT SUPPLIES				285.42
				<b>Fund 641 - WATER Total:</b>	<b>285.42</b>
				<b>Vendor 00363 - CEMENTER'S INC Total:</b>	<b>2,176.92</b>
<b>Vendor: 07250 - CHRIS REYES</b>					
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
DEPT SUPP	DEPARTMENT SUPPLIES				143.81
				<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>	<b>143.81</b>
<b>Fund: 631 - WASTEWATER</b>					
DEPT SUPP	DEPARTMENT SUPPLIES				143.80
				<b>Fund 631 - WASTEWATER Total:</b>	<b>143.80</b>
<b>Fund: 641 - WATER</b>					
DEPT SUPP	DEPARTMENT SUPPLIES				143.81
				<b>Fund 641 - WATER Total:</b>	<b>143.81</b>
				<b>Vendor 07250 - CHRIS REYES Total:</b>	<b>431.42</b>
<b>Vendor: 02396 - CITIBANK N.A.</b>					
<b>Fund: 111 - GENERAL</b>					
DEPT SUPP	DEPARTMENT SUPPLIES				19.99
DEPT SUPP	DEPARTMENT SUPPLIES				49.15
				<b>Fund 111 - GENERAL Total:</b>	<b>69.14</b>
<b>Fund: 661 - STORMWATER</b>					
POSTAGE	POSTAGE				12.30
				<b>Fund 661 - STORMWATER Total:</b>	<b>12.30</b>
				<b>Vendor 02396 - CITIBANK N.A. Total:</b>	<b>81.44</b>
<b>Vendor: 05859 - CITIBANK, N.A.</b>					
<b>Fund: 213 - CEMETERY</b>					
DEPT SUPP	DEPARTMENT SUPPLIES				69.00
				<b>Fund 213 - CEMETERY Total:</b>	<b>69.00</b>
				<b>Vendor 05859 - CITIBANK, N.A. Total:</b>	<b>69.00</b>
<b>Vendor: 00484 - CITY OF GERING</b>					
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
disposal fees	DISPOSAL FEES				45,816.70
				<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>	<b>45,816.70</b>
				<b>Vendor 00484 - CITY OF GERING Total:</b>	<b>45,816.70</b>
<b>Vendor: 00367 - CITY OF SCB</b>					
<b>Fund: 111 - GENERAL</b>					
PETTY CASH	MEMBERSHIPS				27.00
PETTY CASH	MEMBERSHIPS				40.00
PETTY CASH	MEMBERSHIPS				40.00
				<b>Fund 111 - GENERAL Total:</b>	<b>107.00</b>
<b>Fund: 631 - WASTEWATER</b>					
PETTY CASH	UNIFORMS & CLOTHING				42.00
				<b>Fund 631 - WASTEWATER Total:</b>	<b>42.00</b>
				<b>Vendor 00367 - CITY OF SCB Total:</b>	<b>149.00</b>
<b>Vendor: 01976 - CLARK PRINTING LLC</b>					
<b>Fund: 111 - GENERAL</b>					
DEPT SUPP	DEPARTMENT SUPPLIES				154.30
dept supp	DEPARTMENT SUPPLIES				229.20
Dep sup	DEPARTMENT SUPPLIES				34.95
				<b>Fund 111 - GENERAL Total:</b>	<b>418.45</b>
				<b>Vendor 01976 - CLARK PRINTING LLC Total:</b>	<b>418.45</b>

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: 00706 - COMPUTER CONNECTION INC</b>					
<b>Fund: 111 - GENERAL</b>					
RENT-MACH	RENT-MACHINES				45.24
				<b>Fund 111 - GENERAL Total:</b>	<b>45.24</b>
				<b>Vendor 00706 - COMPUTER CONNECTION INC Total:</b>	<b>45.24</b>
<b>Vendor: 02995 - CONSOLIDATED MANAGEMENT COMPANY</b>					
<b>Fund: 111 - GENERAL</b>					
SCHOOLS & CONF	SCHOOL & CONFERENCE				97.36
SCHOOLS & CONF	SCHOOL & CONFERENCE				67.45
				<b>Fund 111 - GENERAL Total:</b>	<b>164.81</b>
				<b>Vendor 02995 - CONSOLIDATED MANAGEMENT COMPANY Total:</b>	<b>164.81</b>
<b>Vendor: 00267 - CONTRACTORS MATERIALS INC.</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
SUPP - WHITE PAINT	DEPARTMENT SUPPLIES				45.28
SUPP - EXP. JOINT	DEPARTMENT SUPPLIES				355.90
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>401.18</b>
<b>Fund: 213 - CEMETERY</b>					
DEPT SUPP	DEPARTMENT SUPPLIES				283.22
				<b>Fund 213 - CEMETERY Total:</b>	<b>283.22</b>
<b>Fund: 631 - WASTEWATER</b>					
DEPT SUP	DEPARTMENT SUPPLIES				27.44
				<b>Fund 631 - WASTEWATER Total:</b>	<b>27.44</b>
				<b>Vendor 00267 - CONTRACTORS MATERIALS INC. Total:</b>	<b>711.84</b>
<b>Vendor: 07689 - CYNTHIA GREEN</b>					
<b>Fund: 111 - GENERAL</b>					
DEPT SUPP	DEPARTMENT SUPPLIES				21.68
DEPT SUPP	DEPARTMENT SUPPLIES				8.97
				<b>Fund 111 - GENERAL Total:</b>	<b>30.65</b>
				<b>Vendor 07689 - CYNTHIA GREEN Total:</b>	<b>30.65</b>
<b>Vendor: 00234 - D &amp; H ELECTRONICS INC.</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
ELECT. SUPP - TEST LEADS	DEPARTMENT SUPPLIES				18.70
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>18.70</b>
				<b>Vendor 00234 - D &amp; H ELECTRONICS INC. Total:</b>	<b>18.70</b>
<b>Vendor: 03321 - DALE'S TIRE &amp; RETREADING, INC.</b>					
<b>Fund: 111 - GENERAL</b>					
EQUIP MAINT	EQUIPMENT MAINTENANCE				25.78
EQUIP MAINT	EQUIPMENT MAINTENANCE				25.78
EQUIP MAINT	EQUIPMENT MAINTENANCE				82.78
				<b>Fund 111 - GENERAL Total:</b>	<b>134.34</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
equip mtnc	EQUIPMENT MAINTENANCE				136.98
vehicle mtnc	VEHICLE MAINTENANCE				3,783.37
				<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>	<b>3,920.35</b>
				<b>Vendor 03321 - DALE'S TIRE &amp; RETREADING, INC. Total:</b>	<b>4,054.69</b>
<b>Vendor: 09671 - DAS MANUFACTURING INC</b>					
<b>Fund: 661 - STORMWATER</b>					
DEPT SUP	DEPARTMENT SUPPLIES				2,019.95
				<b>Fund 661 - STORMWATER Total:</b>	<b>2,019.95</b>
				<b>Vendor 09671 - DAS MANUFACTURING INC Total:</b>	<b>2,019.95</b>
<b>Vendor: 01003 - ELLIOTT EQUIPMENT COMPANY INC.</b>					
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
vehicle mtnc	VEHICLE MAINTENANCE				1,977.51

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
dept supplies	DEPARTMENT SUPPLIES				5,600.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					7,577.51
Vendor 01003 - ELLIOTT EQUIPMENT COMPANY INC. Total:					7,577.51
Vendor: 09677 - ENGLELAND ROXI					
Fund: 111 - GENERAL					
PARK RESERVATION	PARK SHELTER/EVENT FEE				50.00
Fund 111 - GENERAL Total:					50.00
Vendor 09677 - ENGLELAND ROXI Total:					50.00
Vendor: 02460 - FASTENAL COMPANY					
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				23.17
Fund 631 - WASTEWATER Total:					23.17
Vendor 02460 - FASTENAL COMPANY Total:					23.17
Vendor: 00548 - FEDERAL EXPRESS CORPORATION					
Fund: 641 - WATER					
POSTAGE	POSTAGE				82.74
Fund 641 - WATER Total:					82.74
Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:					82.74
Vendor: 09678 - FILLBRO LLC					
Fund: 641 - WATER					
METER	METERS & REMOTES				366.00
Fund 641 - WATER Total:					366.00
Vendor 09678 - FILLBRO LLC Total:					366.00
Vendor: 00794 - FLOYD'S TRUCK CENTER, INC					
Fund: 111 - GENERAL					
crankcase filter - Tower One	VEHICLE MAINTENANCE				60.89
Site glass for Engine One	VEHICLE MAINTENANCE				38.32
Fund 111 - GENERAL Total:					99.21
Fund: 621 - ENVIRONMENTAL SERVICES					
vehicle mtnc	VEHICLE MAINTENANCE				24.65
vehicle mtnc	VEHICLE MAINTENANCE				131.22
vehicle mtnc	VEHICLE MAINTENANCE				372.36
vehicle mtnc	VEHICLE MAINTENANCE				1,267.56
Fund 621 - ENVIRONMENTAL SERVICES Total:					1,795.79
Vendor 00794 - FLOYD'S TRUCK CENTER, INC Total:					1,895.00
Vendor: 07904 - FREMONT MOTOR SCOTTSBLUFF, LLC					
Fund: 111 - GENERAL					
Module repairs to Rescue One	VEHICLE MAINTENANCE				1,813.94
Fund 111 - GENERAL Total:					1,813.94
Vendor 07904 - FREMONT MOTOR SCOTTSBLUFF, LLC Total:					1,813.94
Vendor: 00751 - GALE/CENGAGE LEARNING					
Fund: 111 - GENERAL					
Bks	BOOKS				23.79
Fund 111 - GENERAL Total:					23.79
Vendor 00751 - GALE/CENGAGE LEARNING Total:					23.79
Vendor: 00022 - GENERAL ELECTRIC CAPITAL CORPORATION					
Fund: 111 - GENERAL					
dept supp	DEPARTMENT SUPPLIES				74.08
Fund 111 - GENERAL Total:					74.08
Vendor 00022 - GENERAL ELECTRIC CAPITAL CORPORATION Total:					74.08

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: 09610 - GRAY TELEVISION GROUP INC</b>					
<b>Fund: 661 - STORMWATER</b>					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				735.00
				<b>Fund 661 - STORMWATER Total:</b>	<b>735.00</b>
				<b>Vendor 09610 - GRAY TELEVISION GROUP INC Total:</b>	<b>735.00</b>
<b>Vendor: 04371 - HAWKINS, INC.</b>					
<b>Fund: 641 - WATER</b>					
CHEMICALS	CHEMICALS				502.85
CHEMICALS	CHEMICALS				591.85
				<b>Fund 641 - WATER Total:</b>	<b>1,094.70</b>
				<b>Vendor 04371 - HAWKINS, INC. Total:</b>	<b>1,094.70</b>
<b>Vendor: 00861 - HEILBRUN'S INC.</b>					
<b>Fund: 111 - GENERAL</b>					
plug for shore line	VEHICLE MAINTENANCE				7.11
Tower One filters	VEHICLE MAINTENANCE				37.27
Tower One air filter	VEHICLE MAINTENANCE				73.96
oil filter rescue one	VEHICLE MAINTENANCE				9.50
New shore air lines for KME eng.	VEHICLE MAINTENANCE				232.25
VEHICLE MAINT	VEHICLE MAINTENANCE				94.95
VEHICLE MAINT	VEHICLE MAINTENANCE				11.99
VEH MAINT	VEHICLE MAINTENANCE				11.99
VEH MAINT	VEHICLE MAINTENANCE				23.98
VEHMAINT	VEHICLE MAINTENANCE				21.74
VEH MAINT	VEHICLE MAINTENANCE				16.99
VEH MAINT	VEHICLE MAINTENANCE				17.44
VEH MAINT	VEHICLE MAINTENANCE				-16.99
VEH MAINT	VEHICLE MAINTENANCE				2.80
VEH MAINT	VEHICLE MAINTENANCE				4.15
VEH MAINT	VEHICLE MAINTENANCE				11.99
VEH MAINT	VEHICLE MAINTENANCE				7.50
blue def for KME Engine	VEHICLE MAINTENANCE				19.98
EQUIP MAINT	EQUIPMENT MAINTENANCE				39.38
VEH MAINT	VEHICLE MAINTENANCE				-56.01
VEH MAINT	VEHICLE MAINTENANCE				121.10
				<b>Fund 111 - GENERAL Total:</b>	<b>693.07</b>
<b>Fund: 212 - TRANSPORTATION</b>					
WASHER FLUID FOR CENTRAL G...	DEPARTMENT SUPPLIES				27.30
PARTS FOR PICKUP	VEHICLE MAINTENANCE				16.82
OIL FOR CENTRAL GARAGE & FI...	OIL & ANTIFREEZE				76.03
HOSE FITTINGS FOR CENTRAL G...	EQUIPMENT MAINTENANCE				26.76
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>146.91</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
vehicle mtnc	VEHICLE MAINTENANCE				27.84
vehicle mtnc	VEHICLE MAINTENANCE				26.14
equip mtnc	EQUIPMENT MAINTENANCE				12.72
				<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>	<b>66.70</b>
<b>Fund: 631 - WASTEWATER</b>					
VEH MAINT	VEHICLE MAINTENANCE				69.98
				<b>Fund 631 - WASTEWATER Total:</b>	<b>69.98</b>
				<b>Vendor 00861 - HEILBRUN'S INC. Total:</b>	<b>976.66</b>
<b>Vendor: 00105 - HENKEL'S MACHINE AND WELDING</b>					
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
dept supplies	DEPARTMENT SUPPLIES				1,280.00
				<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>	<b>1,280.00</b>
				<b>Vendor 00105 - HENKEL'S MACHINE AND WELDING Total:</b>	<b>1,280.00</b>

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: 09368 - HODGES, JOSHUA H</b>					
<b>Fund: 111 - GENERAL</b>					
CONTRACTUAL	CONTRACTUAL SERVICES				960.00
<b>Fund 111 - GENERAL Total:</b>					<b>960.00</b>
<b>Vendor 09368 - HODGES, JOSHUA H Total:</b>					<b>960.00</b>
<b>Vendor: 09305 - HONEY WAGON EXPRESS</b>					
<b>Fund: 111 - GENERAL</b>					
CONTRACTUAL	CONTRACTUAL SERVICES				155.00
<b>Fund 111 - GENERAL Total:</b>					<b>155.00</b>
<b>Vendor 09305 - HONEY WAGON EXPRESS Total:</b>					<b>155.00</b>
<b>Vendor: 09675 - HOWTON TIFFANY</b>					
<b>Fund: 111 - GENERAL</b>					
LEGAL FEE	LEGAL FEES				20.00
<b>Fund 111 - GENERAL Total:</b>					<b>20.00</b>
<b>Vendor 09675 - HOWTON TIFFANY Total:</b>					<b>20.00</b>
<b>Vendor: 06423 - HYDROTEX PARTNERS, LTD</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
55 GAL. 5W-40 OIL FOR CENTRA...OIL & ANTIFREEZE					2,948.68
<b>Fund 212 - TRANSPORTATION Total:</b>					<b>2,948.68</b>
<b>Vendor 06423 - HYDROTEX PARTNERS, LTD Total:</b>					<b>2,948.68</b>
<b>Vendor: 00166 - ICMA RETIREMENT TRUST-457</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
DEF COMP	DEFERRED COMP EE PAY				945.00
<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>					<b>945.00</b>
<b>Vendor 00166 - ICMA RETIREMENT TRUST-457 Total:</b>					<b>945.00</b>
<b>Vendor: 09614 - ICMA ROTH IRA</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
ROTH IRA	DEFERRED COMP EE PAY				530.00
<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>					<b>530.00</b>
<b>Vendor 09614 - ICMA ROTH IRA Total:</b>					<b>530.00</b>
<b>Vendor: 00525 - IDEAL LAUNDRY AND CLEANERS, INC.</b>					
<b>Fund: 111 - GENERAL</b>					
UNIFORMS	UNIFORMS & CLOTHING				80.75
UNIFORMS	UNIFORMS & CLOTHING				80.75
JANITORIAL	JANITORIAL SUPPLIES				132.50
JANIT SUPP	JANITORIAL SUPPLIES				158.03
UNIFORMS	UNIFORMS & CLOTHING				80.75
UNIFORMS	UNIFORMS & CLOTHING				80.75
JANIT SUPP	JANITORIAL SUPPLIES				59.16
Jan sup	JANITORIAL SUPPLIES				81.86
DEPT SUPP	DEPARTMENT SUPPLIES				35.79
DEPT SUPP	DEPARTMENT SUPPLIES				35.69
DEPT DUPP	DEPARTMENT SUPPLIES				54.68
JANITORIAL	JANITORIAL SUPPLIES				58.58
<b>Fund 111 - GENERAL Total:</b>					<b>939.29</b>
<b>Fund: 212 - TRANSPORTATION</b>					
SUPP - MATS, TOWELS, CVRLLS,...	DEPARTMENT SUPPLIES				82.76
SUPP - MATS, TOWELS, CVRLLS	DEPARTMENT SUPPLIES				63.03
<b>Fund 212 - TRANSPORTATION Total:</b>					<b>145.79</b>
<b>Fund: 213 - CEMETERY</b>					
CONJTRACTUAL	CONTRACTUAL SERVICES				10.15
<b>Fund 213 - CEMETERY Total:</b>					<b>10.15</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
dept supplies	DEPARTMENT SUPPLIES				58.69
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>					<b>58.69</b>

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Fund: 641 - WATER</b>					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				30.57
				<b>Fund 641 - WATER Total:</b>	<b>30.57</b>
				<b>Vendor 00525 - IDEAL LAUNDRY AND CLEANERS, INC. Total:</b>	<b>1,184.49</b>
<b>Vendor: 00937 - INDEPENDENT PLUMBING AND HEATING, INC</b>					
<b>Fund: 111 - GENERAL</b>					
GROUNDS MAINT	GROUNDS MAINTENANCE				12.80
BLDG MAINT	BUILDING MAINTENANCE				19.73
GROUNDS MAINT	GROUNDS MAINTENANCE				23.60
GROUNDS MAINT	GROUNDS MAINTENANCE				13.44
GROUNDS MAINT	GROUNDS MAINTENANCE				7.62
BLDG MAINT	BUILDING MAINTENANCE				25.60
BLDG MAINT	BUILDING MAINTENANCE				473.85
				<b>Fund 111 - GENERAL Total:</b>	<b>576.64</b>
				<b>Vendor 00937 - INDEPENDENT PLUMBING AND HEATING, INC Total:</b>	<b>576.64</b>
<b>Vendor: 09291 - INGRAM LIBRARY SERVICES INC</b>					
<b>Fund: 111 - GENERAL</b>					
Bks	BOOKS				169.35
Bks	BOOKS				272.66
				<b>Fund 111 - GENERAL Total:</b>	<b>442.01</b>
<b>Fund: 223 - KENO</b>					
Bks	DEPARTMENT SUPPLIES				22.10
Bks	DEPARTMENT SUPPLIES				24.47
				<b>Fund 223 - KENO Total:</b>	<b>46.57</b>
				<b>Vendor 09291 - INGRAM LIBRARY SERVICES INC Total:</b>	<b>488.58</b>
<b>Vendor: 08154 - INTERNAL REVENUE SERVICE</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
WITHHOLDINGS	MEDICARE W/H EE PAYABLE				4,074.20
WITHHOLDINGS	MEDICARE W/H EE PAYABLE				4,074.20
WITHHOLDINGS	FICA W/H EE PAYABLE				14,982.16
WITHHOLDINGS	FICA W/H EE PAYABLE				14,982.16
WITHHOLDINGS	FED W/H EE PAYABLE				29,464.26
				<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>	<b>67,576.98</b>
				<b>Vendor 08154 - INTERNAL REVENUE SERVICE Total:</b>	<b>67,576.98</b>
<b>Vendor: 08525 - INTRALINKS, INC</b>					
<b>Fund: 111 - GENERAL</b>					
DEPT SUPPLIES	DEPARTMENT SUPPLIES				29.16
DEPT SUPPLIES	DEPARTMENT SUPPLIES				232.19
				<b>Fund 111 - GENERAL Total:</b>	<b>261.35</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
CONTRACT SERVICES	CONTRACTUAL SERVICES				632.81
CONTRACT SERVICES	CONTRACTUAL SERVICES				342.18
				<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>	<b>974.99</b>
<b>Fund: 631 - WASTEWATER</b>					
CONTRACT SERVICES	CONTRACTUAL SERVICES				632.81
CONTRACT SERVICES	CONTRACTUAL SERVICES				342.18
				<b>Fund 631 - WASTEWATER Total:</b>	<b>974.99</b>
<b>Fund: 641 - WATER</b>					
CONTRACT SERVICES	CONTRACTUAL SERVICES				632.81
CONTRACT SERVICES	CONTRACTUAL SERVICES				342.18
				<b>Fund 641 - WATER Total:</b>	<b>974.99</b>
<b>Fund: 721 - GIS SERVICES</b>					
CONTRACT SERVICES	CONTRACTUAL SERVICES				632.82

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
CONTRACT SERVICES	CONTRACTUAL SERVICES				342.21
Fund 721 - GIS SERVICES Total:					975.03
Vendor 08525 - INTRALINKS, INC Total:					4,161.35
Vendor: 08642 - JEROLD E. HIGEL					
Fund: 212 - TRANSPORTATION					
TRAFFIC SIGNAL & CONTROLLER...	ELECTRICAL MAINTENANCE				1,710.00
Fund 212 - TRANSPORTATION Total:					1,710.00
Vendor 08642 - JEROLD E. HIGEL Total:					1,710.00
Vendor: 08067 - JOHN DEERE FINANCIAL					
Fund: 111 - GENERAL					
GROUNDS MAINT	GROUNDS MAINTENANCE				130.62
DEPT SUPP	DEPARTMENT SUPPLIES				23.99
Fund 111 - GENERAL Total:					154.61
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				150.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					150.00
Vendor 08067 - JOHN DEERE FINANCIAL Total:					304.61
Vendor: 09474 - JOHN DEERE FINANCIAL					
Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				8.43
Fund 111 - GENERAL Total:					8.43
Vendor 09474 - JOHN DEERE FINANCIAL Total:					8.43
Vendor: 00395 - KOIS BROTHERS EQUIPMENT CO INC					
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				1,356.50
Fund 621 - ENVIRONMENTAL SERVICES Total:					1,356.50
Vendor 00395 - KOIS BROTHERS EQUIPMENT CO INC Total:					1,356.50
Vendor: 00639 - KRIZ-DAVIS COMPANY					
Fund: 212 - TRANSPORTATION					
ELECT. PARTS FOR W. OVERLA...	DEPARTMENT SUPPLIES				66.54
ELECT. SUPP FOR W. OVERLAND...	DEPARTMENT SUPPLIES				-263.91
ELECT SUPP FOR W. OVLD & B S...	DEPARTMENT SUPPLIES				62.05
ELECT. SUPP FOR W. OVLD & B S...	DEPARTMENT SUPPLIES				71.98
ELECT. SUPP FOR W. OVLD & B S...	DEPARTMENT SUPPLIES				315.87
ELECT. SUPP. FOR W. OVLD. & B...	DEPARTMENT SUPPLIES				-33.26
Fund 212 - TRANSPORTATION Total:					219.27
Fund: 631 - WASTEWATER					
VEH MAINT	VEHICLE MAINTENANCE				14.78
ELECTRIC MAINT	ELECTRICAL MAINTENANCE				353.58
Fund 631 - WASTEWATER Total:					368.36
Vendor 00639 - KRIZ-DAVIS COMPANY Total:					587.63
Vendor: 01826 - KUCKKAHN, RICK					
Fund: 111 - GENERAL					
CONTRACT SERVICES	CONTRACTUAL SERVICES				250.00
Fund 111 - GENERAL Total:					250.00
Fund: 224 - ECONOMIC DEVELOPMENT					
CONTRACT SERVICES	CONTRACTUAL SERVICES				650.00
CONTRACT SERVICES	CONTRACTUAL SERVICES				1,500.00
Fund 224 - ECONOMIC DEVELOPMENT Total:					2,150.00
Vendor 01826 - KUCKKAHN, RICK Total:					2,400.00



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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: 09590 - LEXISNEXIS RISK DATA MANAGEMENT</b>					
<b>Fund: 111 - GENERAL</b>					
CONSULTING	CONSULTING SERVICES				100.00
				<b>Fund 111 - GENERAL Total:</b>	<b>100.00</b>
				<b>Vendor 09590 - LEXISNEXIS RISK DATA MANAGEMENT Total:</b>	<b>100.00</b>
<b>Vendor: 00242 - M.C. SCHAFF &amp; ASSOCIATES, INC</b>					
<b>Fund: 111 - GENERAL</b>					
CONTRACTUAL SERV	CONTRACTUAL SERVICES				1,300.00
DEPT CNTRCL SRVCS	CONTRACTUAL SERVICES				1,788.75
CONTRACTUAL	CONTRACTUAL SERVICES				760.00
				<b>Fund 111 - GENERAL Total:</b>	<b>3,848.75</b>
<b>Fund: 219 - INDUSTRIAL SITES</b>					
CONTRACTUAL SERV	CONTRACTUAL SERVICES				2,426.00
				<b>Fund 219 - INDUSTRIAL SITES Total:</b>	<b>2,426.00</b>
<b>Fund: 631 - WASTEWATER</b>					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				260.00
				<b>Fund 631 - WASTEWATER Total:</b>	<b>260.00</b>
<b>Fund: 641 - WATER</b>					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				190.00
				<b>Fund 641 - WATER Total:</b>	<b>190.00</b>
				<b>Vendor 00242 - M.C. SCHAFF &amp; ASSOCIATES, INC Total:</b>	<b>6,724.75</b>
<b>Vendor: 08190 - MADISON NATIONAL LIFE</b>					
<b>Fund: 111 - GENERAL</b>					
LIFE INS	DISABILITY INSURANCE				387.62
				<b>Fund 111 - GENERAL Total:</b>	<b>387.62</b>
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
LIFE INS	LIFE INS EE PAYABLE				34.92
LIFE INS	DIS INC INS EE PAYABLE				711.27
LIFE INS	LIFE INS ER PAYABLE				748.80
				<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>	<b>1,494.99</b>
				<b>Vendor 08190 - MADISON NATIONAL LIFE Total:</b>	<b>1,882.61</b>
<b>Vendor: 03221 - MAIN STREET APPLIANCE</b>					
<b>Fund: 111 - GENERAL</b>					
Thermal Fuse station washing ...	EQUIPMENT MAINTENANCE				64.95
				<b>Fund 111 - GENERAL Total:</b>	<b>64.95</b>
				<b>Vendor 03221 - MAIN STREET APPLIANCE Total:</b>	<b>64.95</b>
<b>Vendor: 09674 - MASSIE ROYCE</b>					
<b>Fund: 111 - GENERAL</b>					
SCHOOLS & CONF	SCHOOL & CONFERENCE				580.00
				<b>Fund 111 - GENERAL Total:</b>	<b>580.00</b>
				<b>Vendor 09674 - MASSIE ROYCE Total:</b>	<b>580.00</b>
<b>Vendor: 08317 - MATHESON TRI-GAS INC</b>					
<b>Fund: 111 - GENERAL</b>					
DEPT SUPP	DEPARTMENT SUPPLIES				63.48
				<b>Fund 111 - GENERAL Total:</b>	<b>63.48</b>
<b>Fund: 641 - WATER</b>					
RENT-MACHINES	RENT-MACHINES				29.57
				<b>Fund 641 - WATER Total:</b>	<b>29.57</b>
				<b>Vendor 08317 - MATHESON TRI-GAS INC Total:</b>	<b>93.05</b>
<b>Vendor: 07628 - MENARDS, INC</b>					
<b>Fund: 111 - GENERAL</b>					
DEPT SUPP	DEPARTMENT SUPPLIES				56.91
DEPT SUPP	DEPARTMENT SUPPLIES				22.89
				<b>Fund 111 - GENERAL Total:</b>	<b>79.80</b>

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Fund: 212 - TRANSPORTATION</b>					
SUPP - KNEEPADS	DEPARTMENT SUPPLIES				59.96
SUPP - ALL PURPOSE WASH	DEPARTMENT SUPPLIES				10.58
SUPP - GFCI	DEPARTMENT SUPPLIES				19.98
<b>Fund 212 - TRANSPORTATION Total:</b>					<b>90.52</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
dept supplies	DEPARTMENT SUPPLIES				129.31
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>					<b>129.31</b>
<b>Fund: 631 - WASTEWATER</b>					
DEPT SUP	DEPARTMENT SUPPLIES				17.21
DEPT SUP	DEPARTMENT SUPPLIES				74.99
DEPT SUP	DEPARTMENT SUPPLIES				8.91
DEPT SUP	DEPARTMENT SUPPLIES				2.89
<b>Fund 631 - WASTEWATER Total:</b>					<b>104.00</b>
<b>Fund: 641 - WATER</b>					
DEPT SUP	DEPARTMENT SUPPLIES				9.62
<b>Fund 641 - WATER Total:</b>					<b>9.62</b>
<b>Fund: 661 - STORMWATER</b>					
DEPT SUP	DEPARTMENT SUPPLIES				1.98
<b>Fund 661 - STORMWATER Total:</b>					<b>1.98</b>
<b>Vendor 07628 - MENARDS, INC Total:</b>					<b>415.23</b>
<b>Vendor: 00705 - MIDLANDS NEWSPAPERS, INC</b>					
<b>Fund: 111 - GENERAL</b>					
LEGAL PUB	LEGAL PUBLICATIONS				16.80
Legal Publishing	LEGAL PUBLICATIONS				18.32
Legal Publishing	LEGAL PUBLICATIONS				557.48
Legal Publishing	LEGAL PUBLICATIONS				50.01
Legal Publishing	LEGAL PUBLICATIONS				395.34
Legal Publishing	LEGAL PUBLICATIONS				12.60
Legal Publishing	RECRUITMENT				732.45
<b>Fund 111 - GENERAL Total:</b>					<b>1,783.00</b>
<b>Fund: 661 - STORMWATER</b>					
Legal Publishing	CONTRACTUAL SERVICES				880.00
<b>Fund 661 - STORMWATER Total:</b>					<b>880.00</b>
<b>Vendor 00705 - MIDLANDS NEWSPAPERS, INC Total:</b>					<b>2,663.00</b>
<b>Vendor: 09354 - MIDWEST FARM SERVICE-ALLIANCE</b>					
<b>Fund: 111 - GENERAL</b>					
EQUIP MAINT	EQUIPMENT MAINTENANCE				274.22
<b>Fund 111 - GENERAL Total:</b>					<b>274.22</b>
<b>Vendor 09354 - MIDWEST FARM SERVICE-ALLIANCE Total:</b>					<b>274.22</b>
<b>Vendor: 09676 - MINCKS ELDON</b>					
<b>Fund: 111 - GENERAL</b>					
CAMPGROUND	CAMPGROUND FEES				25.00
<b>Fund 111 - GENERAL Total:</b>					<b>25.00</b>
<b>Vendor 09676 - MINCKS ELDON Total:</b>					<b>25.00</b>
<b>Vendor: 08967 - MONUMENT PREVENTION COALITION</b>					
<b>Fund: 111 - GENERAL</b>					
CONTRACTUAL	CONTRACTUAL SERVICES				939.94
<b>Fund 111 - GENERAL Total:</b>					<b>939.94</b>
<b>Vendor 08967 - MONUMENT PREVENTION COALITION Total:</b>					<b>939.94</b>
<b>Vendor: 09109 - NE AMATEUR SOFTBALL ASSOC</b>					
<b>Fund: 111 - GENERAL</b>					
DEPT SUPP	DEPARTMENT SUPPLIES				960.00
<b>Fund 111 - GENERAL Total:</b>					<b>960.00</b>
<b>Vendor 09109 - NE AMATEUR SOFTBALL ASSOC Total:</b>					<b>960.00</b>

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<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				1,448.43
				<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>	<b>1,448.43</b>
				<b>Vendor 04082 - NE CHILD SUPPORT PAYMENT CENTER Total:</b>	<b>1,448.43</b>
<b>Vendor: 00797 - NE DEPT OF REVENUE</b>					
<b>Fund: 111 - GENERAL</b>					
LODGING TAX	LODGING TAX				438.51
				<b>Fund 111 - GENERAL Total:</b>	<b>438.51</b>
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
WITHHOLDINGS	STATE W/H EE PAYABLE				29,059.66
				<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>	<b>29,059.66</b>
				<b>Vendor 00797 - NE DEPT OF REVENUE Total:</b>	<b>29,498.17</b>
<b>Vendor: 01358 - NE LAW ENFORCEMENT TRAINING CENTER</b>					
<b>Fund: 111 - GENERAL</b>					
SCHOOLS & CONF	SCHOOL & CONFERENCE				95.00
				<b>Fund 111 - GENERAL Total:</b>	<b>95.00</b>
				<b>Vendor 01358 - NE LAW ENFORCEMENT TRAINING CENTER Total:</b>	<b>95.00</b>
<b>Vendor: 05998 - NEBRASKA FLOODPLAIN &amp; STORMWATER MANAGERS ASSOC</b>					
<b>Fund: 661 - STORMWATER</b>					
SCHOOLS & CONF	SCHOOL & CONFERENCE				100.00
				<b>Fund 661 - STORMWATER Total:</b>	<b>100.00</b>
				<b>Vendor 05998 - NEBRASKA FLOODPLAIN &amp; STORMWATER MANAGERS ASSOC Total:</b>	<b>100.00</b>
<b>Vendor: 00402 - NEBRASKA MACHINERY CO</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
FAN FOR AIR COMPRESSOR	EQUIPMENT MAINTENANCE				389.12
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>389.12</b>
				<b>Vendor 00402 - NEBRASKA MACHINERY CO Total:</b>	<b>389.12</b>
<b>Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT</b>					
<b>Fund: 111 - GENERAL</b>					
Electric	ELECTRICITY				690.86
Electric	ELECTRICITY				158.92
Electric	ELECTRICITY				572.97
Electric	ELECTRICITY				76.97
Electric	ELECTRICITY				572.97
Electric	ELECTRICITY				1,910.80
Electric	ELECTRICITY				5,543.05
Electric	ELECTRICITY				526.68
Electric	ELECTRICITY				75.65
Electric	STREET LIGHTS				100.40
				<b>Fund 111 - GENERAL Total:</b>	<b>10,229.27</b>
<b>Fund: 212 - TRANSPORTATION</b>					
Electric	ELECTRICITY				674.51
Electric	ELECTRIC POWER				1,808.66
Electric	STREET LIGHTS				28,299.81
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>30,782.98</b>
<b>Fund: 213 - CEMETERY</b>					
Electric	ELECTRICITY				516.18
				<b>Fund 213 - CEMETERY Total:</b>	<b>516.18</b>
<b>Fund: 216 - BUSINESS IMPROVEMENT</b>					
Electric	STREET LIGHTS				85.42
				<b>Fund 216 - BUSINESS IMPROVEMENT Total:</b>	<b>85.42</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
Electric	ELECTRICITY				660.98
				<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>	<b>660.98</b>

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Fund: 631 - WASTEWATER</b>					
Electric	ELECTRICITY				31.98
Electric	ELECTRIC POWER				506.19
<b>Fund 631 - WASTEWATER Total:</b>					<b>538.17</b>
<b>Fund: 641 - WATER</b>					
Electric	ELECTRICITY				31.97
Electric	ELECTRIC POWER				265.68
<b>Fund 641 - WATER Total:</b>					<b>297.65</b>
<b>Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:</b>					<b>43,110.65</b>
<b>Vendor: 00483 - NEBRASKA STATE HISTORICAL SOCIETY</b>					
<b>Fund: 111 - GENERAL</b>					
Mmbrshp	MEMBERSHIPS				32.00
<b>Fund 111 - GENERAL Total:</b>					<b>32.00</b>
<b>Vendor 00483 - NEBRASKA STATE HISTORICAL SOCIETY Total:</b>					<b>32.00</b>
<b>Vendor: 04198 - NEBRASKALAND TIRE, INC</b>					
<b>Fund: 111 - GENERAL</b>					
tire repair and rotation Tower ...	VEHICLE MAINTENANCE				89.20
<b>Fund 111 - GENERAL Total:</b>					<b>89.20</b>
<b>Vendor 04198 - NEBRASKALAND TIRE, INC Total:</b>					<b>89.20</b>
<b>Vendor: 00316 - NELSON ELECTRIC MOTOR SERVICE, INC</b>					
<b>Fund: 631 - WASTEWATER</b>					
EQUIP MAINT	EQUIPMENT MAINTENANCE				227.50
<b>Fund 631 - WASTEWATER Total:</b>					<b>227.50</b>
<b>Vendor 00316 - NELSON ELECTRIC MOTOR SERVICE, INC Total:</b>					<b>227.50</b>
<b>Vendor: 09509 - NEMNICH AUTOMOTIVE</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
ALIGNMENT ON PICKUP	VEHICLE MAINTENANCE				205.12
<b>Fund 212 - TRANSPORTATION Total:</b>					<b>205.12</b>
<b>Vendor 09509 - NEMNICH AUTOMOTIVE Total:</b>					<b>205.12</b>
<b>Vendor: 09413 - NEOPOST</b>					
<b>Fund: 111 - GENERAL</b>					
Pstg	POSTAGE				500.00
POSTAGE	POSTAGE				1,000.00
<b>Fund 111 - GENERAL Total:</b>					<b>1,500.00</b>
<b>Vendor 09413 - NEOPOST Total:</b>					<b>1,500.00</b>
<b>Vendor: 09409 - NETWORKFLEET, INC</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
SUPP - GPS SERVICE	DEPARTMENT SUPPLIES				18.95
<b>Fund 212 - TRANSPORTATION Total:</b>					<b>18.95</b>
<b>Vendor 09409 - NETWORKFLEET, INC Total:</b>					<b>18.95</b>
<b>Vendor: 09656 - NOEL ANTHONY</b>					
<b>Fund: 223 - KENO</b>					
TREE REBATE	CONTRACTUAL SERVICES				99.98
<b>Fund 223 - KENO Total:</b>					<b>99.98</b>
<b>Vendor 09656 - NOEL ANTHONY Total:</b>					<b>99.98</b>
<b>Vendor: 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF</b>					
<b>Fund: 111 - GENERAL</b>					
GROUNDS MAINT	GROUNDS MAINTENANCE				35.74
GROUNDS MAINT	GROUNDS MAINTENANCE				11.71
GROUND MAINT	GROUNDS MAINTENANCE				10.24
<b>Fund 111 - GENERAL Total:</b>					<b>57.69</b>
<b>Vendor 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF Total:</b>					<b>57.69</b>

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: 01757 - OCLC ONLINE COMPUTER LIBRARY CENTER, INC</b>					
<b>Fund: 111 - GENERAL</b>					
Cont. srvc	CONTRACTUAL SERVICES				310.39
<b>Fund 111 - GENERAL Total:</b>					<b>310.39</b>
<b>Vendor 01757 - OCLC ONLINE COMPUTER LIBRARY CENTER, INC Total:</b>					<b>310.39</b>
<b>Vendor: 08840 - ONE CALL CONCEPTS, INC</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
CONTRACTUAL	CONTRACTUAL SERVICES				65.61
<b>Fund 212 - TRANSPORTATION Total:</b>					<b>65.61</b>
<b>Fund: 631 - WASTEWATER</b>					
CONTRACTUAL	CONTRACTUAL SERVICES				65.61
<b>Fund 631 - WASTEWATER Total:</b>					<b>65.61</b>
<b>Fund: 641 - WATER</b>					
CONTRACTUAL	CONTRACTUAL SERVICES				65.61
<b>Fund 641 - WATER Total:</b>					<b>65.61</b>
<b>Vendor 08840 - ONE CALL CONCEPTS, INC Total:</b>					<b>196.83</b>
<b>Vendor: 00550 - PANHANDLE COOPERATIVE ASSOCIATION</b>					
<b>Fund: 111 - GENERAL</b>					
DEPT FUEL	GASOLINE				64.37
FUEL	GASOLINE				1,815.33
FUEL	GASOLINE				-89.74
FUEL	OTHER FUEL				1,354.51
FUEL	GASOLINE				-1.20
FUEL	GASOLINE				14.42
GASOLINE	GASOLINE				3,187.37
GASOLINE	GASOLINE				136.00
<b>Fund 111 - GENERAL Total:</b>					<b>6,481.06</b>
<b>Fund: 212 - TRANSPORTATION</b>					
UNLEADED GASOLINE	GASOLINE				1,040.09
UNLEADED GASOLINE	OTHER FUEL				1,279.18
<b>Fund 212 - TRANSPORTATION Total:</b>					<b>2,319.27</b>
<b>Fund: 213 - CEMETERY</b>					
FUEL	OTHER FUEL				491.40
<b>Fund 213 - CEMETERY Total:</b>					<b>491.40</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
Other Fuel	GASOLINE				170.01
Other Fuel	OTHER FUEL				6,561.85
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>					<b>6,731.86</b>
<b>Fund: 631 - WASTEWATER</b>					
FUEL	GASOLINE				564.90
FUEL	OTHER FUEL				583.31
<b>Fund 631 - WASTEWATER Total:</b>					<b>1,148.21</b>
<b>Fund: 641 - WATER</b>					
FUEL	GASOLINE				1,404.55
<b>Fund 641 - WATER Total:</b>					<b>1,404.55</b>
<b>Vendor 00550 - PANHANDLE COOPERATIVE ASSOCIATION Total:</b>					<b>18,576.35</b>
<b>Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC</b>					
<b>Fund: 631 - WASTEWATER</b>					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				132.00
<b>Fund 631 - WASTEWATER Total:</b>					<b>132.00</b>
<b>Fund: 641 - WATER</b>					
SAMPLES	SAMPLES				72.00
SAMPLES	SAMPLES				266.50
SAMPLES	SAMPLES				54.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
SAMPLES	SAMPLES				40.00
				<b>Fund 641 - WATER Total:</b>	<b>432.50</b>
				<b>Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:</b>	<b>564.50</b>
<b>Vendor: 04494 - PAUL REED CONSTRUCTION &amp; SUPPLY, INC</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
CRUSHED CONCRETE FOR ALLE...	STREET REPAIR SUPPLIES				740.32
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>740.32</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
structures	STRUCTURES				54,761.69
				<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>	<b>54,761.69</b>
<b>Fund: 631 - WASTEWATER</b>					
STRUCTURES	STRUCTURES				54,761.69
				<b>Fund 631 - WASTEWATER Total:</b>	<b>54,761.69</b>
				<b>Vendor 04494 - PAUL REED CONSTRUCTION &amp; SUPPLY, INC Total:</b>	<b>110,263.70</b>
<b>Vendor: 01060 - PEPSI COLA OF WESTERN NEBRASKA, LLC</b>					
<b>Fund: 111 - GENERAL</b>					
CONCESSION	CONCESSION SUPPLIES				164.50
				<b>Fund 111 - GENERAL Total:</b>	<b>164.50</b>
				<b>Vendor 01060 - PEPSI COLA OF WESTERN NEBRASKA, LLC Total:</b>	<b>164.50</b>
<b>Vendor: 01276 - PLATTE VALLEY BANK</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
HSA	HSA EE PAYABLE				12,278.96
HSA	HSA ER PAYABLE				1,262.50
				<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>	<b>13,541.46</b>
				<b>Vendor 01276 - PLATTE VALLEY BANK Total:</b>	<b>13,541.46</b>
<b>Vendor: 00272 - POSTMASTER</b>					
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
Postage	POSTAGE				180.80
Postage	POSTAGE				109.53
				<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>	<b>290.33</b>
<b>Fund: 631 - WASTEWATER</b>					
Postage	POSTAGE				180.80
Postage	POSTAGE				109.54
				<b>Fund 631 - WASTEWATER Total:</b>	<b>290.34</b>
<b>Fund: 641 - WATER</b>					
Postage	POSTAGE				180.80
Postage	POSTAGE				109.53
				<b>Fund 641 - WATER Total:</b>	<b>290.33</b>
				<b>Vendor 00272 - POSTMASTER Total:</b>	<b>871.00</b>
<b>Vendor: 00266 - QUILL CORPORATION</b>					
<b>Fund: 111 - GENERAL</b>					
DEPT SUPPL	DEPARTMENT SUPPLIES				10.44
DEPT SUPPL	DEPARTMENT SUPPLIES				331.99
DEPT SUPPL	DEPARTMENT SUPPLIES				331.99
				<b>Fund 111 - GENERAL Total:</b>	<b>674.42</b>
				<b>Vendor 00266 - QUILL CORPORATION Total:</b>	<b>674.42</b>
<b>Vendor: 01502 - REAMS SPRINKLER SUPPLY CO.</b>					
<b>Fund: 111 - GENERAL</b>					
GROUNDS MAINT	GROUNDS MAINTENANCE				232.88
				<b>Fund 111 - GENERAL Total:</b>	<b>232.88</b>
<b>Fund: 213 - CEMETERY</b>					
SPRINKLER SENSOR	DEPARTMENT SUPPLIES				76.97
				<b>Fund 213 - CEMETERY Total:</b>	<b>76.97</b>
				<b>Vendor 01502 - REAMS SPRINKLER SUPPLY CO. Total:</b>	<b>309.85</b>

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: 04576 - REGANIS AUTO CENTER, INC</b>					
<b>Fund: 111 - GENERAL</b>					
VEH MAINT	VEHICLE MAINTENANCE				310.00
				<b>Fund 111 - GENERAL Total:</b>	<b>310.00</b>
				<b>Vendor 04576 - REGANIS AUTO CENTER, INC Total:</b>	<b>310.00</b>
<b>Vendor: 04089 - REGIONAL CARE INC</b>					
<b>Fund: 812 - HEALTH INSURANCE</b>					
CLAIMS	CLAIMS EXPENSE				9,636.97
FLEX FUNDING	FLEXIBLE BENFT EXPENSES				218.95
CLAIMS	CLAIMS EXPENSE				7,996.39
				<b>Fund 812 - HEALTH INSURANCE Total:</b>	<b>17,852.31</b>
				<b>Vendor 04089 - REGIONAL CARE INC Total:</b>	<b>17,852.31</b>
<b>Vendor: 00364 - REGIONAL WEST MEDICAL CENTER</b>					
<b>Fund: 812 - HEALTH INSURANCE</b>					
MEDICAL EXPENSE	CLAIMS EXPENSE				1,171.85
				<b>Fund 812 - HEALTH INSURANCE Total:</b>	<b>1,171.85</b>
				<b>Vendor 00364 - REGIONAL WEST MEDICAL CENTER Total:</b>	<b>1,171.85</b>
<b>Vendor: 07641 - REGIONAL WEST PHYSICIANS CLINIC</b>					
<b>Fund: 111 - GENERAL</b>					
CONSULTING	CONSULTING SERVICES				283.00
				<b>Fund 111 - GENERAL Total:</b>	<b>283.00</b>
				<b>Vendor 07641 - REGIONAL WEST PHYSICIANS CLINIC Total:</b>	<b>283.00</b>
<b>Vendor: 00798 - REGISTER OF DEEDS</b>					
<b>Fund: 213 - CEMETERY</b>					
LEGAL FEES	LEGAL FEES				10.00
LEGAL FEES	LEGAL FEES				10.00
LEGAL FEES	LEGAL FEES				10.00
QUIT CLAIM DEED	MISCELLANEOUS				10.00
LEGAL FEES	LEGAL FEES				10.00
LEGAL FEES	LEGAL FEES				10.00
				<b>Fund 213 - CEMETERY Total:</b>	<b>60.00</b>
				<b>Vendor 00798 - REGISTER OF DEEDS Total:</b>	<b>60.00</b>
<b>Vendor: 05967 - REPCO MARKETING, INC</b>					
<b>Fund: 111 - GENERAL</b>					
EQUIP MAINT	EQUIPMENT MAINTENANCE				43.25
				<b>Fund 111 - GENERAL Total:</b>	<b>43.25</b>
				<b>Vendor 05967 - REPCO MARKETING, INC Total:</b>	<b>43.25</b>
<b>Vendor: 03067 - RICHARD CELLI</b>					
<b>Fund: 111 - GENERAL</b>					
Sea Doo repairs	VEHICLE MAINTENANCE				373.55
				<b>Fund 111 - GENERAL Total:</b>	<b>373.55</b>
				<b>Vendor 03067 - RICHARD CELLI Total:</b>	<b>373.55</b>
<b>Vendor: 09673 - S &amp; S PLUMBING LLC</b>					
<b>Fund: 111 - GENERAL</b>					
GROUND MAINT	GROUNDS MAINTENANCE				648.50
				<b>Fund 111 - GENERAL Total:</b>	<b>648.50</b>
				<b>Vendor 09673 - S &amp; S PLUMBING LLC Total:</b>	<b>648.50</b>
<b>Vendor: 00026 - S M E C</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
EMPLOYEE DEDUCTION	SMEC EE PAYABLE				185.50
				<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>	<b>185.50</b>
				<b>Vendor 00026 - S M E C Total:</b>	<b>185.50</b>

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: 00257 - SANDBERG IMPLEMENT, INC</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
PARTS FOR WEED EATERS	EQUIPMENT MAINTENANCE				42.43
PARTS FOR PAVEMENT ERASER	EQUIPMENT MAINTENANCE				21.83
<b>Fund 212 - TRANSPORTATION Total:</b>					<b>64.26</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
equip mtnc	EQUIPMENT MAINTENANCE				25.69
equip mtnc	EQUIPMENT MAINTENANCE				2.58
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>					<b>28.27</b>
<b>Fund: 631 - WASTEWATER</b>					
EQUIP MAINT	EQUIPMENT MAINTENANCE				4,276.39
<b>Fund 631 - WASTEWATER Total:</b>					<b>4,276.39</b>
<b>Vendor 00257 - SANDBERG IMPLEMENT, INC Total:</b>					<b>4,368.92</b>
<b>Vendor: 00637 - SARGENT IRRIGATION INC.</b>					
<b>Fund: 641 - WATER</b>					
EQUIP MAINT	EQUIPMENT				20,910.98
<b>Fund 641 - WATER Total:</b>					<b>20,910.98</b>
<b>Vendor 00637 - SARGENT IRRIGATION INC. Total:</b>					<b>20,910.98</b>
<b>Vendor: 09408 - SATO, LEANN</b>					
<b>Fund: 661 - STORMWATER</b>					
SCHOOLS & CONF	SCHOOL & CONFERENCE				89.00
<b>Fund 661 - STORMWATER Total:</b>					<b>89.00</b>
<b>Vendor 09408 - SATO, LEANN Total:</b>					<b>89.00</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: 00852 - SCOTTS BLUFF COUNTY COURT</b>					
<b>Fund: 111 - GENERAL</b>					
LEGAL	LEGAL FEES				34.00
<b>Fund 111 - GENERAL Total:</b>					<b>34.00</b>
<b>Vendor 00852 - SCOTTS BLUFF COUNTY COURT Total:</b>					<b>34.00</b>
<b>Vendor: 00111 - SCOTTSBLUFF BODY &amp; PAINT</b>					
<b>Fund: 111 - GENERAL</b>					
TOW SERVICE	CONTRACTUAL SERVICES				75.00
TOW SERVICE	CONTRACTUAL SERVICES				90.00
TOW SERVICE	CONTRACTUAL SERVICES				90.00
TOW SERVICE	CONTRACTUAL SERVICES				90.00
TOW SERVICE	CONTRACTUAL SERVICES				90.00
TOW SERVICE	CONTRACTUAL SERVICES				90.00
TOW SERVICE	CONTRACTUAL SERVICES				225.00
TOW SERVICE	CONTRACTUAL SERVICES				75.00
TOW SERVICE	CONTRACTUAL SERVICES				75.00
TOW SERVICE	CONTRACTUAL SERVICES				75.00
TOW SERVICE	CONTRACTUAL SERVICES				90.00
TOW SERVICE	CONTRACTUAL SERVICES				90.00
TOW SERVICE	CONTRACTUAL SERVICES				90.00
TOW SERVICE	CONTRACTUAL SERVICES				120.00
TOW SERVICE	CONTRACTUAL SERVICES				90.00
TOW SERVICE	CONTRACTUAL SERVICES				70.00
<b>Fund 111 - GENERAL Total:</b>					<b>1,525.00</b>
<b>Vendor 00111 - SCOTTSBLUFF BODY &amp; PAINT Total:</b>					<b>1,525.00</b>



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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
POLICE EE DUES	POL UNION DUES EE PAY				528.00
				<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>	<b>528.00</b>
				<b>Vendor 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION Total:</b>	<b>528.00</b>
<b>Vendor: 00684 - SHERIFF'S OFFICE</b>					
<b>Fund: 111 - GENERAL</b>					
LEGAL	LEGAL FEES				212.20
				<b>Fund 111 - GENERAL Total:</b>	<b>212.20</b>
				<b>Vendor 00684 - SHERIFF'S OFFICE Total:</b>	<b>212.20</b>
<b>Vendor: 00021 - SIMMONS OLSEN LAW FIRM, P.C.</b>					
<b>Fund: 111 - GENERAL</b>					
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				6,264.61
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				4,167.18
				<b>Fund 111 - GENERAL Total:</b>	<b>10,431.79</b>
<b>Fund: 224 - ECONOMIC DEVELOPMENT</b>					
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				27.00
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				27.00
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				287.50
				<b>Fund 224 - ECONOMIC DEVELOPMENT Total:</b>	<b>341.50</b>
<b>Fund: 661 - STORMWATER</b>					
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				297.00
				<b>Fund 661 - STORMWATER Total:</b>	<b>297.00</b>
				<b>Vendor 00021 - SIMMONS OLSEN LAW FIRM, P.C. Total:</b>	<b>11,070.29</b>
<b>Vendor: 01031 - SIMON CONTRACTORS</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				297.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				808.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				297.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				173.25
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				909.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				227.25
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				3,636.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				565.25
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				595.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				651.00
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>8,158.75</b>
				<b>Vendor 01031 - SIMON CONTRACTORS Total:</b>	<b>8,158.75</b>
<b>Vendor: 00513 - SNELL SERVICES INC.</b>					
<b>Fund: 111 - GENERAL</b>					
DEPT SUP	DEPARTMENT SUPPLIES				190.15
				<b>Fund 111 - GENERAL Total:</b>	<b>190.15</b>
				<b>Vendor 00513 - SNELL SERVICES INC. Total:</b>	<b>190.15</b>
<b>Vendor: 03733 - SOCIETY FOR HUMAN RESOURCE MANAGEMENT</b>					
<b>Fund: 111 - GENERAL</b>					
MEMBERSHIP	MEMBERSHIPS				190.00
				<b>Fund 111 - GENERAL Total:</b>	<b>190.00</b>
				<b>Vendor 03733 - SOCIETY FOR HUMAN RESOURCE MANAGEMENT Total:</b>	<b>190.00</b>
<b>Vendor: 00240 - STATE OF NE.DEPT.OF LABOR</b>					
<b>Fund: 111 - GENERAL</b>					
BLDG MAINT	BUILDING MAINTENANCE				36.00
				<b>Fund 111 - GENERAL Total:</b>	<b>36.00</b>
				<b>Vendor 00240 - STATE OF NE.DEPT.OF LABOR Total:</b>	<b>36.00</b>

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: 05814 - SUPERIOR SIGNALS, INC</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
SUPP - LIGHTS FOR EQUIPMENT	DEPARTMENT SUPPLIES				122.36
<b>Fund 212 - TRANSPORTATION Total:</b>					<b>122.36</b>
<b>Vendor 05814 - SUPERIOR SIGNALS, INC Total:</b>					<b>122.36</b>
<b>Vendor: 07687 - THE CHICAGO LUMBER COMPANY OF OMAHA INC</b>					
<b>Fund: 111 - GENERAL</b>					
BLDG MAINT	BUILDING MAINTENANCE				15.96
<b>Fund 111 - GENERAL Total:</b>					<b>15.96</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
dept supplies	DEPARTMENT SUPPLIES				26.99
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>					<b>26.99</b>
<b>Vendor 07687 - THE CHICAGO LUMBER COMPANY OF OMAHA INC Total:</b>					<b>42.95</b>
<b>Vendor: 09379 - THOMAS P MILLER &amp; ASSOCIATES, LLC</b>					
<b>Fund: 224 - ECONOMIC DEVELOPMENT</b>					
PROFESSIONAL SERVICES	CONTRACTUAL SERVICES				9,588.55
<b>Fund 224 - ECONOMIC DEVELOPMENT Total:</b>					<b>9,588.55</b>
<b>Vendor 09379 - THOMAS P MILLER &amp; ASSOCIATES, LLC Total:</b>					<b>9,588.55</b>
<b>Vendor: 00063 - TOMMY'S JOHNNYS INC</b>					
<b>Fund: 111 - GENERAL</b>					
CONTRACTUAL	CONTRACTUAL SERVICES				245.00
CONTRACTUAL	CONTRACTUAL SERVICES				250.00
CONTRACTUAL	CONTRACTUAL SERVICES				810.00
<b>Fund 111 - GENERAL Total:</b>					<b>1,305.00</b>
<b>Vendor 00063 - TOMMY'S JOHNNYS INC Total:</b>					<b>1,305.00</b>
<b>Vendor: 08002 - TOYOTA MOTOR CREDIT CORPORATION</b>					
<b>Fund: 218 - PUBLIC SAFETY</b>					
HIDTA CAR LEASE	DEPARTMENT SUPPLIES				365.69
<b>Fund 218 - PUBLIC SAFETY Total:</b>					<b>365.69</b>
<b>Vendor 08002 - TOYOTA MOTOR CREDIT CORPORATION Total:</b>					<b>365.69</b>
<b>Vendor: 07537 - TRANS IOWA EQUIPMENT LLC</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
SHOCKS FOR SWEEPERS	EQUIPMENT MAINTENANCE				234.20
<b>Fund 212 - TRANSPORTATION Total:</b>					<b>234.20</b>
<b>Vendor 07537 - TRANS IOWA EQUIPMENT LLC Total:</b>					<b>234.20</b>
<b>Vendor: 00834 - TWIN CITIES DEVELOPMENT ASSOC, INC</b>					
<b>Fund: 224 - ECONOMIC DEVELOPMENT</b>					
FEE FOR SERVICES	CONTRACTUAL SERVICES				7,500.00
ECENTER AGREEMENT - JUNE 2...	CONTRACTUAL SERVICES				5,000.00
SERVICE AGREEMENT	CONTRACTUAL SERVICES				2,700.00
<b>Fund 224 - ECONOMIC DEVELOPMENT Total:</b>					<b>15,200.00</b>
<b>Vendor 00834 - TWIN CITIES DEVELOPMENT ASSOC, INC Total:</b>					<b>15,200.00</b>
<b>Vendor: 08821 - TYLER TECHNOLOGIES, INC</b>					
<b>Fund: 641 - WATER</b>					
UB TRANSACTION FEES	BANK FEES				1,271.25
<b>Fund 641 - WATER Total:</b>					<b>1,271.25</b>
<b>Vendor 08821 - TYLER TECHNOLOGIES, INC Total:</b>					<b>1,271.25</b>
<b>Vendor: 09239 - UNIQUE MANAGEMENT SERVICES, INC</b>					
<b>Fund: 111 - GENERAL</b>					
Cont.srvcs	CONTRACTUAL SERVICES				98.45
<b>Fund 111 - GENERAL Total:</b>					<b>98.45</b>
<b>Vendor 09239 - UNIQUE MANAGEMENT SERVICES, INC Total:</b>					<b>98.45</b>

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: 01217 - US BANK</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
BOND ADMIN FEES	ADMIN COSTS & FEES				400.00
<b>Fund 212 - TRANSPORTATION Total:</b>					<b>400.00</b>
<b>Fund: 311 - DEBT SERVICE</b>					
BOND ADMIN EXP	ADMIN COSTS & FEES				1,500.00
<b>Fund 311 - DEBT SERVICE Total:</b>					<b>1,500.00</b>
<b>Vendor 01217 - US BANK Total:</b>					<b>1,900.00</b>
<b>Vendor: 08828 - US BANK</b>					
<b>Fund: 111 - GENERAL</b>					
DEPT SUPP	DEPARTMENT SUPPLIES				25.00
SUBSCRIPTION	MEMBERSHIPS				99.00
ASFPM MMBRSH RENEWAL	MEMBERSHIPS				110.00
MEMBERSHIP	MEMBERSHIPS				255.00
<b>Fund 111 - GENERAL Total:</b>					<b>489.00</b>
<b>Fund: 213 - CEMETERY</b>					
DEPT SUPP	DEPARTMENT SUPPLIES				379.99
<b>Fund 213 - CEMETERY Total:</b>					<b>379.99</b>
<b>Vendor 08828 - US BANK Total:</b>					<b>868.99</b>
<b>Vendor: 04529 - W &amp; R INC</b>					
<b>Fund: 641 - WATER</b>					
EQUIPMENT	EQUIPMENT				110.00
<b>Fund 641 - WATER Total:</b>					<b>110.00</b>
<b>Vendor 04529 - W &amp; R INC Total:</b>					<b>110.00</b>
<b>Vendor: 09670 - WALZ TRENT</b>					
<b>Fund: 111 - GENERAL</b>					
CAMPGROUND REFUND	CAMPGROUND FEES				345.00
<b>Fund 111 - GENERAL Total:</b>					<b>345.00</b>
<b>Vendor 09670 - WALZ TRENT Total:</b>					<b>345.00</b>
<b>Vendor: 03674 - WELLS FARGO BANK, N.A.</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
RETIREMENT	REGULAR RETIRE EE PAY				7,285.00
RETIREMENT	REGULAR RETIRE EE PAY				6,888.77
RETIREMENT	RETIRE FIRE EE PAYABLE				4,232.47
RETIREMENT	RETIRE FIRE EE PAYABLE				2,513.24
RETIREMENT	RETIRE POLICE EE PAY				4,671.20
RETIREMENT	RETIRE POLICE EE PAY				5,020.29
<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>					<b>30,610.97</b>
<b>Vendor 03674 - WELLS FARGO BANK, N.A. Total:</b>					<b>30,610.97</b>
<b>Vendor: 06089 - WESTERN COOPERATIVE COMPANY</b>					
<b>Fund: 111 - GENERAL</b>					
EQUIP MAINT	EQUIPMENT MAINTENANCE				3.34
<b>Fund 111 - GENERAL Total:</b>					<b>3.34</b>
<b>Vendor 06089 - WESTERN COOPERATIVE COMPANY Total:</b>					<b>3.34</b>
<b>Vendor: 00344 - WESTERN PATHOLOGY CONSULTANTS, INC</b>					
<b>Fund: 111 - GENERAL</b>					
RANDOM DOT SCREENING - JU...	CONTRACTUAL SERVICES				76.00
<b>Fund 111 - GENERAL Total:</b>					<b>76.00</b>
<b>Vendor 00344 - WESTERN PATHOLOGY CONSULTANTS, INC Total:</b>					<b>76.00</b>
<b>Vendor: 09672 - WESTERN STATES BANK</b>					
<b>Fund: 321 - TIF PROJECTS</b>					
REGANIS LLC - TIF PAYMENT	DEBT SVC (INT) - TIF				7,889.88
<b>Fund 321 - TIF PROJECTS Total:</b>					<b>7,889.88</b>
<b>Vendor 09672 - WESTERN STATES BANK Total:</b>					<b>7,889.88</b>

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 02057 - YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE					
Fund: 713 - CASH & INVESTMENT POOL					
YMCA	YMCA PAY EE				1,755.50
Fund 713 - CASH & INVESTMENT POOL Total:					1,755.50
Vendor 02057 - YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE Total:					1,755.50
Vendor: 03379 - ZM LUMBER INC					
Fund: 111 - GENERAL					
BLDG MAINT	BUILDING MAINTENANCE				16.99
Fund 111 - GENERAL Total:					16.99
Vendor 03379 - ZM LUMBER INC Total:					16.99
Grand Total:					545,041.87

## Report Summary

## Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	59,680.45	387.62
212 - TRANSPORTATION	51,974.97	0.00
213 - CEMETERY	1,956.53	0.00
216 - BUSINESS IMPROVEMENT	844.31	0.00
218 - PUBLIC SAFETY	365.69	0.00
219 - INDUSTRIAL SITES	2,426.00	0.00
223 - KENO	146.55	0.00
224 - ECONOMIC DEVELOPMENT	27,280.05	0.00
311 - DEBT SERVICE	1,500.00	0.00
321 - TIF PROJECTS	7,889.88	0.00
621 - ENVIRONMENTAL SERVICES	126,083.61	290.33
631 - WASTEWATER	63,666.12	290.34
641 - WATER	28,382.52	290.33
661 - STORMWATER	4,400.04	0.00
713 - CASH & INVESTMENT POOL	148,411.74	148,411.74
721 - GIS SERVICES	1,009.25	0.00
812 - HEALTH INSURANCE	19,024.16	17,852.31
<b>Grand Total:</b>	<b>545,041.87</b>	<b>167,522.67</b>

## Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-42201-171	CAMPGROUND FEES	370.00	0.00
111-42206-171	PARK SHELTER/EVENT FEE	50.00	0.00
111-51281-142	DISABILITY INSURANCE	387.62	387.62
111-52111-111	DEPARTMENT SUPPLIES	387.43	0.00
111-52111-116	DEPARTMENT SUPPLIES	261.35	0.00
111-52111-121	DEPARTMENT SUPPLIES	21.68	0.00
111-52111-142	DEPARTMENT SUPPLIES	342.43	0.00
111-52111-143	DEPARTMENT SUPPLIES	331.99	0.00
111-52111-151	DEPARTMENT SUPPLIES	64.45	0.00
111-52111-171	DEPARTMENT SUPPLIES	478.05	0.00
111-52111-172	DEPARTMENT SUPPLIES	1,159.29	0.00
111-52114-172	CONCESSION SUPPLIES	978.55	0.00
111-52121-151	JANITORIAL SUPPLIES	265.46	0.00
111-52121-171	JANITORIAL SUPPLIES	408.27	0.00
111-52181-142	UNIFORMS & CLOTHING	353.48	0.00
111-52222-151	BOOKS	465.80	0.00
111-52311-111	MEMBERSHIPS	255.00	0.00
111-52311-112	MEMBERSHIPS	190.00	0.00
111-52311-114	MEMBERSHIPS	99.00	0.00
111-52311-121	MEMBERSHIPS	110.00	0.00
111-52311-151	MEMBERSHIPS	32.00	0.00
111-52311-172	MEMBERSHIPS	107.00	0.00
111-52411-111	POSTAGE	1,000.00	0.00
111-52411-151	POSTAGE	500.00	0.00
111-52511-111	GASOLINE	13.22	0.00
111-52511-121	GASOLINE	64.37	0.00
111-52511-142	GASOLINE	3,187.37	0.00
111-52511-143	GASOLINE	136.00	0.00
111-52511-171	GASOLINE	1,725.59	0.00
111-52521-171	OTHER FUEL	1,354.51	0.00
111-53111-112	CONTRACTUAL SERVICES	76.00	0.00
111-53111-114	CONTRACTUAL SERVICES	6,264.61	0.00
111-53111-121	CONTRACTUAL SERVICES	3,338.75	0.00
111-53111-142	CONTRACTUAL SERVICES	6,632.12	0.00
111-53111-151	CONTRACTUAL SERVICES	408.84	0.00
111-53111-171	CONTRACTUAL SERVICES	1,882.22	0.00

## Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53111-172	CONTRACTUAL SERVICES	1,720.00	0.00
111-53121-142	CONSULTING SERVICES	383.00	0.00
111-53161-112	LEGAL PUBLICATIONS	18.32	0.00
111-53161-115	LEGAL PUBLICATIONS	557.48	0.00
111-53161-121	LEGAL PUBLICATIONS	50.01	0.00
111-53161-142	LEGAL PUBLICATIONS	395.34	0.00
111-53161-143	LEGAL PUBLICATIONS	16.80	0.00
111-53161-151	LEGAL PUBLICATIONS	12.60	0.00
111-53211-114	LEGAL FEES	266.20	0.00
111-53211-171	LODGING TAX	438.51	0.00
111-53421-141	BUILDING MAINTENANCE	14.75	0.00
111-53421-142	BUILDING MAINTENANCE	14.75	0.00
111-53421-171	BUILDING MAINTENANCE	552.13	0.00
111-53421-172	BUILDING MAINTENANCE	36.00	0.00
111-53441-111	EQUIPMENT MAINTENAN...	117.11	0.00
111-53441-141	EQUIPMENT MAINTENAN...	64.95	0.00
111-53441-142	EQUIPMENT MAINTENAN...	43.25	0.00
111-53441-171	EQUIPMENT MAINTENAN...	960.45	0.00
111-53451-141	VEHICLE MAINTENANCE	2,755.97	0.00
111-53451-142	VEHICLE MAINTENANCE	332.29	0.00
111-53451-171	VEHICLE MAINTENANCE	251.33	0.00
111-53471-171	GROUND MAINTENANCE	1,127.15	0.00
111-53511-111	ELECTRICITY	690.86	0.00
111-53511-141	ELECTRICITY	731.89	0.00
111-53511-142	ELECTRICITY	649.94	0.00
111-53511-151	ELECTRICITY	1,910.80	0.00
111-53511-171	ELECTRICITY	6,069.73	0.00
111-53511-172	ELECTRICITY	75.65	0.00
111-53551-171	STREET LIGHTS	100.40	0.00
111-53561-111	TELEPHONE	496.05	0.00
111-53561-112	TELEPHONE	69.62	0.00
111-53561-114	TELEPHONE	68.12	0.00
111-53561-115	TELEPHONE	37.22	0.00
111-53561-116	TELEPHONE	228.12	0.00
111-53561-121	TELEPHONE	246.66	0.00
111-53561-141	TELEPHONE	362.23	0.00
111-53561-142	TELEPHONE	1,621.98	0.00
111-53561-151	TELEPHONE	553.21	0.00
111-53561-171	TELEPHONE	201.15	0.00
111-53561-172	TELEPHONE	68.44	0.00
111-53571-141	CELLULAR PHONE	50.04	0.00
111-53631-142	RENT-MACHINES	45.24	0.00
111-53711-142	SCHOOL & CONFERENCE	839.81	0.00
111-53913-112	RECRUITMENT	732.45	0.00
212-52111-212	DEPARTMENT SUPPLIES	1,361.07	0.00
212-52171-212	STREET REPAIR SUPPLIES	740.32	0.00
212-52511-212	GASOLINE	1,040.09	0.00
212-52521-212	OTHER FUEL	1,279.18	0.00
212-52531-212	OIL & ANTIFREEZE	3,024.71	0.00
212-53111-212	CONTRACTUAL SERVICES	65.61	0.00
212-53195-212	ADMIN COSTS & FEES	400.00	0.00
212-53431-212	ELECTRICAL MAINTENAN...	1,710.00	0.00
212-53441-212	EQUIPMENT MAINTENAN...	842.34	0.00
212-53451-212	VEHICLE MAINTENANCE	221.94	0.00
212-53491-212	STREET MAINTENANCE	10,050.25	0.00
212-53511-212	ELECTRICITY	674.51	0.00
212-53531-212	ELECTRIC POWER	1,808.66	0.00
212-53551-212	STREET LIGHTS	28,299.81	0.00

## Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
212-53561-212	TELEPHONE	456.48	0.00
213-52111-213	DEPARTMENT SUPPLIES	809.18	0.00
213-52521-213	OTHER FUEL	491.40	0.00
213-52999-213	MISCELLANEOUS	10.00	0.00
213-53111-213	CONTRACTUAL SERVICES	10.15	0.00
213-53211-213	LEGAL FEES	50.00	0.00
213-53511-213	ELECTRICITY	516.18	0.00
213-53561-213	TELEPHONE	69.62	0.00
216-53111-121	CONTRACTUAL SERVICES	758.89	0.00
216-53551-000	STREET LIGHTS	85.42	0.00
218-52111-142	DEPARTMENT SUPPLIES	365.69	0.00
219-53111-116	CONTRACTUAL SERVICES	2,426.00	0.00
223-52111-113	DEPARTMENT SUPPLIES	46.57	0.00
223-53111-113	CONTRACTUAL SERVICES	99.98	0.00
224-53111-113	CONTRACTUAL SERVICES	26,938.55	0.00
224-53111-114	CONTRACTUAL SERVICES	341.50	0.00
311-53195-111	ADMIN COSTS & FEES	1,500.00	0.00
321-57222-111	DEBT SVC (INT) - TIF	7,889.88	0.00
621-52111-621	DEPARTMENT SUPPLIES	8,833.80	0.00
621-52181-621	UNIFORMS & CLOTHING	29.40	0.00
621-52411-621	POSTAGE	290.33	290.33
621-52511-621	GASOLINE	170.01	0.00
621-52521-621	OTHER FUEL	6,561.85	0.00
621-53111-116	CONTRACTUAL SERVICES	974.99	0.00
621-53193-621	DISPOSAL FEES	45,816.70	0.00
621-53441-621	EQUIPMENT MAINTENAN...	177.97	0.00
621-53451-621	VEHICLE MAINTENANCE	7,610.65	0.00
621-53511-621	ELECTRICITY	660.98	0.00
621-53561-621	TELEPHONE	195.24	0.00
621-54311-621	STRUCTURES	54,761.69	0.00
631-52111-631	DEPARTMENT SUPPLIES	325.91	0.00
631-52181-631	UNIFORMS & CLOTHING	42.00	0.00
631-52411-631	POSTAGE	290.34	290.34
631-52511-631	GASOLINE	564.90	0.00
631-52521-631	OTHER FUEL	583.31	0.00
631-53111-116	CONTRACTUAL SERVICES	974.99	0.00
631-53111-631	CONTRACTUAL SERVICES	457.61	0.00
631-53431-631	ELECTRICAL MAINTENAN...	353.58	0.00
631-53441-631	EQUIPMENT MAINTENAN...	4,503.89	0.00
631-53451-631	VEHICLE MAINTENANCE	84.76	0.00
631-53511-631	ELECTRICITY	31.98	0.00
631-53531-631	ELECTRIC POWER	506.19	0.00
631-53561-631	TELEPHONE	136.24	0.00
631-53571-631	CELLULAR PHONE	48.73	0.00
631-54311-631	STRUCTURES	54,761.69	0.00
641-46115-641	METERS & REMOTES	366.00	0.00
641-52111-641	DEPARTMENT SUPPLIES	454.69	0.00
641-52117-641	SAMPLES	432.50	0.00
641-52411-641	POSTAGE	373.07	290.33
641-52511-641	GASOLINE	1,404.55	0.00
641-52611-641	CHEMICALS	1,094.70	0.00
641-53111-116	CONTRACTUAL SERVICES	974.99	0.00
641-53111-641	CONTRACTUAL SERVICES	474.78	0.00
641-53151-641	BANK FEES	1,271.25	0.00
641-53511-641	ELECTRICITY	31.97	0.00
641-53531-641	ELECTRIC POWER	265.68	0.00
641-53561-641	TELEPHONE	102.93	0.00
641-53571-641	CELLULAR PHONE	84.86	0.00

**Account Summary**

Account Number	Account Name	Expense Amount	Payment Amount
641-53631-641	RENT-MACHINES	29.57	0.00
641-54411-641	EQUIPMENT	21,020.98	0.00
661-52111-661	DEPARTMENT SUPPLIES	2,021.93	0.00
661-52411-661	POSTAGE	12.30	0.00
661-53111-661	CONTRACTUAL SERVICES	2,142.00	0.00
661-53561-661	TELEPHONE	34.81	0.00
661-53711-661	SCHOOL & CONFERENCE	189.00	0.00
713-21512	MEDICARE W/H EE PAYAB...	8,148.40	8,148.40
713-21513	FICA W/H EE PAYABLE	29,964.32	29,964.32
713-21514	FED W/H EE PAYABLE	29,464.26	29,464.26
713-21515	STATE W/H EE PAYABLE	29,059.66	29,059.66
713-21517	POL UNION DUES EE PAY	528.00	528.00
713-21518	FIRE UNION DUES EE PAY	195.00	195.00
713-21523	LIFE INS EE PAYABLE	69.28	69.28
713-21524	SMEC EE PAYABLE	185.50	185.50
713-21527	WAGE ATTACHMENT EE ...	505.89	505.89
713-21528	REGULAR RETIRE EE PAY	14,173.77	14,173.77
713-21529	DEFERRED COMP EE PAY	1,475.00	1,475.00
713-21531	RETIRE FIRE EE PAYABLE	6,745.71	6,745.71
713-21533	RETIRE POLICE EE PAY	9,691.49	9,691.49
713-21534	DIS INC INS EE PAYABLE	711.27	711.27
713-21539	CHILD SUPPORT EE PAY	1,448.43	1,448.43
713-21540	YMCA PAY EE	1,755.50	1,755.50
713-21541	HSA EE PAYABLE	12,278.96	12,278.96
713-21723	LIFE INS ER PAYABLE	748.80	748.80
713-21741	HSA ER PAYABLE	1,262.50	1,262.50
721-53111-116	CONTRACTUAL SERVICES	975.03	0.00
721-53561-721	TELEPHONE	34.22	0.00
812-53862-112	CLAIMS EXPENSE	18,805.21	17,633.36
812-53863-112	FLEXIBLE BENFT EXPENSES	218.95	218.95
<b>Grand Total:</b>		<b>545,041.87</b>	<b>167,522.67</b>

**Project Account Summary**

Project Account Key	Expense Amount	Payment Amount
**None**	530,929.79	167,522.67
2117753111	810.00	0.00
2117753471	10.24	0.00
2117753511	526.68	0.00
2123153111	99.98	0.00
2126452111	46.57	0.00
21852111142	365.69	0.00
3121757222	7,889.88	0.00
6002052111	2,021.93	0.00
6002052411	12.30	0.00
6002053111	1,845.00	0.00
6002053561	34.81	0.00
6002053711	189.00	0.00
6002553111	260.00	0.00
<b>Grand Total:</b>	<b>545,041.87</b>	<b>167,522.67</b>



# UTITLITY REFUNDS 7-18-16

Account #	Status	Contact	Service Address	Refund Amount
055-2915-06	Inactive	LEO A SMITH	718 E 17TH SCOTTSBLUFF NE 69361	3.95
010-4018-02	Inactive	JOSEPH OSTRY	706 W 27TH ST SCOTTSBLUFF NE 69361	18.7
010-2837-07	Inactive	GARY HERNANDEZ	2002 AVE F SCOTTSBLUFF NE 69361	84.16
055-3380-01	Inactive	BARBARA JOLIFFE	1924 7TH AVE SCOTTSBLUFF NE 69361	4.85
025-5185-02	Inactive	DAVE B JOHNSON	1415 W 14TH ST SCOTTSBLUFF NE 69361	7.79
Total				
5				\$119.45

# **City of Scottsbluff, Nebraska**

**Monday, July 18, 2016**

**Regular Meeting**

## **Item Finance1**

**Council to review the June, 2016 Financial Report.**

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

## City of Scottsbluff

Fund Equity in Cash  
YTD June

PRIOR YEAR			CURRENT YEAR		
Fund	Fund #	YTD CHANGE IN CASH	Fund	YTD CHANGE IN CASH	
General	111	\$ (101,937.99)	General	\$ 33,399.18	
Regional Library	211	\$ (5,963.07)	Regional Library	\$ 6,947.35	
Transportation	212	\$ 2,264,462.02	Transportation	\$ 355,774.62	
Cemetery	213	\$ (10,667.80)	Cemetery	\$ (31,451.34)	operations
Cemetery Perp Care	214	\$ 56,744.93	Cemetery Perp Care	\$ 77,326.64	
Special Projects	215	\$ (29,704.66)	Special Projects	\$ 18,950.53	
Business Improvement	216	\$ 27,193.79	Business Improvement	\$ 26,466.87	
Public Safety	218	\$ 8,591.24	Public Safety	\$ (29,098.52)	City Hall bldg bond payments, purchase 1 new car and 2 SUVs for PD
Scb Industrial Sites	219	\$ 12,554.57	Scb Industrial Sites	\$ 21,522.93	
Keno	223	\$ 40,954.06	Keno	\$ (10,868.22)	
Economic Development	224	\$ (76,988.94)	Economic Development	\$ 502,216.67	
Mutual Fire Organization	225	\$ (402,748.68)	Mutual Fire Organization	\$ 82,143.05	
Debt Service	311	\$ (480,780.71)	Debt Service	\$ 4,028.81	
TIF	321	\$ (14,475.08)	TIF	\$ 11,491.81	
CDBG	411	\$ 164.26	CDBG	\$ 167.42	
Leasing Corporation	412	\$ 9.33	Leasing Corporation	\$ (154.83)	
Capital Projects	511	\$ 41,442.19	Capital Projects	\$ (32,167.05)	purchase 2 new mowers Parks Dept
Environmental Services	621	\$ 74,553.59	Environmental Services	\$ (11,885.80)	Purchase truck and compost facility equipment
Wastewater	631	\$ (172,397.80)	Wastewater	\$ (61.74)	
Water	641	\$ (744,721.16)	Water	\$ 99,105.37	
Electric	651	\$ (26,005.72)	Electric	\$ 21,610.33	
Stormwater	661	\$ 80,725.46	Stormwater	\$ 7,376.29	
GIS	721	\$ 8,400.74	GIS	\$ (19,201.46)	
Unemployment Comp	811	\$ 224.58	Unemployment Comp	\$ (164.43)	
Health Insurance	812	\$ 331,554.26	Health Insurance	\$ (26,219.41)	claims paid in excess of ER contributions
<b>TOTAL</b>		<b>\$ 881,183.41</b>	<b>TOTAL</b>	<b>\$ 1,107,255.07</b>	

# City of Scottsbluff

## Fund Equity in Cash

June 30, 2016

Fund	Fund #	2 YRS PRIOR June 30, 2014	PRIOR YEAR June 30, 2015	PRIOR MONTH May 31, 2016	CURRENT MONTH June 30, 2016	MONTHLY CHANGE IN CASH	
		3	3				
General	111	\$ 3,883,397.98	\$ 3,554,698.77	\$ 4,160,031.68	\$ 3,851,128.35	\$ (308,903.33)	
Regional Library	211	40,934.29	33,826.04	42,606.15	40,924.43	\$ (1,681.72)	
Transportation	212	1,725,382.78	4,174,835.53	2,472,386.52	2,408,611.21	\$ (63,775.31)	purchase 2017 Freightliner dump truck
Cemetery	213	8,134.88	19,776.37	3,580.73	(10,614.85)	\$ (14,195.58)	
Cemetery Perp Care	214	447,177.54	506,257.81	590,384.43	608,395.70	\$ 18,011.27	
Special Projects	215	630,368.41	487,476.04	492,087.21	504,736.24	\$ 12,649.03	
Business Improvement	216	185,948.43	216,951.99	235,710.64	240,991.40	\$ 5,280.76	
Public Safety	218	217,805.55	295,021.65	333,095.93	350,790.36	\$ 17,694.43	
Scb Industrial Sites	219	48,107.51	58,272.06	78,371.16	78,413.67	\$ 42.51	
Keno	223	108,986.84	167,501.13	177,632.26	166,994.56	\$ (10,637.70)	
Economic Development	224	5,381,874.48	5,420,876.79	6,043,196.33	6,106,032.69	\$ 62,836.36	
Mutual Fire Organization	225	474,400.94	71,898.83	154,020.97	154,104.51	\$ 83.54	
Debt Service	311	3,736,820.87	3,435,714.88	3,568,203.48	3,637,106.85	\$ 68,903.37	
TIF	321	265,799.31	165,282.55	189,425.63	179,252.79	\$ (10,172.84)	
CDBG	411	42,569.68	42,780.05	42,961.44	42,984.74	\$ 23.30	
Leasing Corporation	412	7,610.95	7,628.53	7,476.28	7,480.34	\$ 4.06	
Capital Projects	511	31,471.35	92,330.46	72,733.06	78,546.55	\$ 5,813.49	
Environmental Services	621	268,408.81	489,668.36	572,601.78	592,542.63	\$ 19,940.85	
Wastewater	631	1,472,661.45	1,710,489.63	2,320,084.23	2,055,684.17	\$ (264,400.06)	NDEQ loan payment - WW treatment plant
Water	641	1,774,749.34	1,350,099.28	1,701,727.57	1,713,294.54	\$ 11,566.97	
Electric	651	1,371,716.97	1,348,117.57	1,370,659.08	1,371,477.54	\$ 818.46	
Stormwater	661	452,044.84	540,953.06	553,525.81	545,180.27	\$ (8,345.54)	
GIS	721	58,440.53	45,446.95	9,776.60	2,608.27	\$ (7,168.33)	
Unemployment Comp	811	53,108.71	68,471.47	68,329.62	68,366.68	\$ 37.06	
Health Insurance	812	672,485.35	1,031,705.09	1,137,972.26	1,128,497.11	\$ (9,475.15)	
<b>TOTAL</b>		<b>\$ 23,360,407.79</b>	<b>\$ 25,336,080.89</b>	<b>\$ 26,398,580.85</b>	<b>\$ 25,923,530.75</b>	<b>\$ (475,050.10)</b>	



# Actual to budget rev c/y & p/y - ALL FUNDS

	2013-2014 YTD Activity	2014-2015 YTD Activity	2015-2016 Budget	June 2015-2016 MTD Activity	2015-2016 YTD Activity	2015-2016 Budget Remaining	% Budget Remaining
<b><u>111 - GENERAL</u></b>							
400 - Taxes	3,738,338.74	3,901,460.44	5,224,267.00	427,319.34	3,925,913.12	1,298,353.88	25 %
412 - Intergovernmental	74,931.29	25,447.49	0.00	0.00	13,346.12	(13,346.12)	0 %
420 - Charges for Services	381,313.57	358,203.84	518,350.00	74,001.85	478,563.72	39,786.28	8 %
460 - Investment Income	5,450.07	8,389.66	10,002.00	2,087.73	9,461.64	540.36	5 %
470 - Miscellaneous Revenues	67,321.71	66,992.84	18,750.00	10,920.62	94,966.08	(76,216.08)	-406 %
480 - Other Financing Uses	2,275,967.07	2,153,458.53	2,742,300.00	0.00	2,066,694.27	675,605.73	25 %
<b>111 - GENERAL Totals:</b>	<b>6,543,322.45</b>	<b>6,513,952.80</b>	<b>8,513,669.00</b>	<b>514,329.54</b>	<b>6,588,944.95</b>	<b>0.00</b>	<b>23 %</b>
<b><u>211 - REGIONAL LIBRARY</u></b>							
460 - Investment Income	63.15	89.44	100.00	22.19	100.16	(0.16)	0 %
470 - Miscellaneous Revenues	27,917.56	3,995.48	1,000.00	0.00	21,898.96	(20,898.96)	-2,090 %
<b>211 - REGIONAL LIBRARY Totals:</b>	<b>27,980.71</b>	<b>4,084.92</b>	<b>1,100.00</b>	<b>22.19</b>	<b>21,999.12</b>	<b>0.00</b>	<b>-1,900 %</b>
<b><u>212 - TRANSPORTATION</u></b>							
400 - Taxes	1,848,392.99	1,947,624.64	2,627,508.00	224,062.43	1,943,296.98	684,211.02	26 %
412 - Intergovernmental	0.00	36,993.77	0.00	0.00	293,381.74	(293,381.74)	0 %
420 - Charges for Services	140.50	814.50	0.00	0.00	3,073.50	(3,073.50)	0 %
460 - Investment Income	2,782.08	6,042.34	5,000.00	1,305.72	5,527.73	(527.73)	-11 %
470 - Miscellaneous Revenues	28,614.87	1,877.80	0.00	224.60	3,568.24	(3,568.24)	0 %
480 - Other Financing Uses	0.00	2,316,700.00	0.00	0.00	0.00	0.00	0 %
<b>212 - TRANSPORTATION Totals:</b>	<b>1,879,930.44</b>	<b>4,310,053.05</b>	<b>2,632,508.00</b>	<b>225,592.75</b>	<b>2,248,848.19</b>	<b>0.00</b>	<b>15 %</b>
<b><u>213 - CEMETERY</u></b>							
420 - Charges for Services	29,035.00	33,980.00	42,500.00	5,450.00	36,745.00	5,755.00	14 %
460 - Investment Income	24.96	26.18	25.00	0.00	47.65	(22.65)	-91 %
470 - Miscellaneous Revenues	24,798.67	26,490.00	41,500.00	4,750.00	26,335.00	15,165.00	37 %
480 - Other Financing Uses	91,950.00	70,000.00	100,000.00	0.00	50,000.00	50,000.00	50 %
<b>213 - CEMETERY Totals:</b>	<b>145,808.63</b>	<b>130,496.18</b>	<b>184,025.00</b>	<b>10,200.00</b>	<b>113,127.65</b>	<b>0.00</b>	<b>39 %</b>
<b><u>214 - CEMETARY PERPETUAL CARE</u></b>							
400 - Taxes	104,269.24	111,623.81	165,000.00	15,581.46	111,203.61	53,796.39	33 %

	2013-2014 YTD Activity	2014-2015 YTD Activity	2015-2016 Budget	June 2015-2016 MTD Activity	2015-2016 YTD Activity	2015-2016 Budget Remaining	% Budget Remaining
420 - Charges for Services	15,450.00	13,350.00	18,000.00	2,100.00	14,100.00	3,900.00	22 %
460 - Investment Income	741.35	1,190.90	1,350.00	329.81	1,412.17	(62.17)	-5 %
<b>214 - CEMETARY PERPETUAL CARE Totals:</b>	<b>120,460.59</b>	<b>126,164.71</b>	<b>184,350.00</b>	<b>18,011.27</b>	<b>126,715.78</b>	<b>0.00</b>	<b>31 %</b>
<b><u>215 - SPECIAL PROJECTS</u></b>							
400 - Taxes	0.00	0.00	0.00	13,032.01	111,114.46	(111,114.46)	0 %
412 - Intergovernmental	73,973.33	25,907.84	0.00	1,114.03	16,258.15	(16,258.15)	0 %
420 - Charges for Services	1,435.00	400.00	0.00	0.00	650.00	(650.00)	0 %
450 - Contributions & Donations	35.00	531.12	0.00	0.00	3,070.00	(3,070.00)	0 %
460 - Investment Income	1,060.71	1,181.86	1,400.00	273.62	1,311.99	88.01	6 %
470 - Miscellaneous Revenues	1,834.90	38,108.77	500,000.00	0.00	20,057.50	479,942.50	96 %
<b>215 - SPECIAL PROJECTS Totals:</b>	<b>78,338.94</b>	<b>66,129.59</b>	<b>501,400.00</b>	<b>14,419.66</b>	<b>152,462.10</b>	<b>0.00</b>	<b>70 %</b>
<b><u>216 - BUSINESS IMPROVEMENT</u></b>							
400 - Taxes	40,669.01	35,215.81	54,300.00	5,635.54	37,660.46	16,639.54	31 %
460 - Investment Income	285.10	500.29	600.00	130.64	574.99	25.01	4 %
<b>216 - BUSINESS IMPROVEMENT Totals:</b>	<b>40,954.11</b>	<b>35,716.10</b>	<b>54,900.00</b>	<b>5,766.18</b>	<b>38,235.45</b>	<b>0.00</b>	<b>30 %</b>
<b><u>218 - PUBLIC SAFETY</u></b>							
400 - Taxes	140,829.84	145,564.34	216,000.00	20,313.61	145,188.45	70,811.55	33 %
460 - Investment Income	439.75	686.19	800.00	190.16	821.58	(21.58)	-3 %
<b>218 - PUBLIC SAFETY Totals:</b>	<b>141,269.59</b>	<b>146,250.53</b>	<b>216,800.00</b>	<b>20,503.77</b>	<b>146,010.03</b>	<b>0.00</b>	<b>33 %</b>
<b><u>219 - INDUSTRIAL SITES</u></b>							
460 - Investment Income	87.88	143.98	180.00	42.51	178.70	1.30	1 %
470 - Miscellaneous Revenues	0.00	14,206.20	10,000.00	0.00	24,740.00	(14,740.00)	-147 %
<b>219 - INDUSTRIAL SITES Totals:</b>	<b>87.88</b>	<b>14,350.18</b>	<b>10,180.00</b>	<b>42.51</b>	<b>24,918.70</b>	<b>0.00</b>	<b>-145 %</b>
<b><u>223 - KENO</u></b>							
412 - Intergovernmental	837.45	0.00	0.00	0.00	0.00	0.00	0 %
460 - Investment Income	159.86	375.01	400.00	90.53	434.45	(34.45)	-9 %
470 - Miscellaneous Revenues	43,007.62	53,996.98	65,000.00	7,256.23	57,006.47	7,993.53	12 %
<b>223 - KENO Totals:</b>	<b>44,004.93</b>	<b>54,371.99</b>	<b>65,400.00</b>	<b>7,346.76</b>	<b>57,440.92</b>	<b>0.00</b>	<b>12 %</b>
<b><u>224 - ECONOMIC DEVELOPMENT</u></b>							
400 - Taxes	697,271.54	739,690.21	950,000.00	79,076.02	746,425.99	203,574.01	21 %

	2013-2014 YTD Activity	2014-2015 YTD Activity	2015-2016 Budget	June 2015-2016 MTD Activity	2015-2016 YTD Activity	2015-2016 Budget Remaining	% Budget Remaining
460 - Investment Income	9,358.21	13,924.09	17,000.00	3,310.11	15,215.40	1,784.60	10 %
470 - Miscellaneous Revenues	32,471.35	17,789.41	0.00	2,922.56	23,380.48	(23,380.48)	0 %
<b>224 - ECONOMIC DEVELOPMENT Totals:</b>	<b>739,101.10</b>	<b>771,403.71</b>	<b>967,000.00</b>	<b>85,308.69</b>	<b>785,021.87</b>	<b>0.00</b>	<b>19 %</b>
<b><u>225 - MUTUAL FIRE</u></b>							
460 - Investment Income	782.25	657.55	1,200.00	83.54	305.57	894.43	75 %
470 - Miscellaneous Revenues	88,858.63	88,256.16	88,000.00	0.00	105,696.00	(17,696.00)	-20 %
<b>225 - MUTUAL FIRE Totals:</b>	<b>89,640.88</b>	<b>88,913.71</b>	<b>89,200.00</b>	<b>83.54</b>	<b>106,001.57</b>	<b>0.00</b>	<b>-19 %</b>
<b><u>311 - DEBT SERVICE</u></b>							
400 - Taxes	437,239.18	459,466.31	692,974.00	66,931.68	477,531.13	215,442.87	31 %
460 - Investment Income	6,332.75	8,809.02	10,800.00	1,971.69	8,806.78	1,993.22	18 %
470 - Miscellaneous Revenues	16,849.76	9,565.70	9,600.00	0.00	4,533.07	5,066.93	53 %
480 - Other Financing Uses	0.00	0.00	1,000,000.00	0.00	0.00	1,000,000.00	100 %
<b>311 - DEBT SERVICE Totals:</b>	<b>460,421.69</b>	<b>477,841.03</b>	<b>1,713,374.00</b>	<b>68,903.37</b>	<b>490,870.98</b>	<b>0.00</b>	<b>71 %</b>
<b><u>321 - TIF PROJECTS</u></b>							
400 - Taxes	34,343.48	26,202.78	50,000.00	7,232.94	28,321.23	21,678.77	43 %
460 - Investment Income	463.06	413.24	500.00	97.17	434.77	65.23	13 %
480 - Other Financing Uses	0.00	0.00	300,000.00	0.00	0.00	300,000.00	100 %
<b>321 - TIF PROJECTS Totals:</b>	<b>34,806.54</b>	<b>26,616.02</b>	<b>350,500.00</b>	<b>7,330.11</b>	<b>28,756.00</b>	<b>0.00</b>	<b>92 %</b>
<b><u>411 - CDBG</u></b>							
460 - Investment Income	75.79	107.40	130.00	23.30	110.44	19.56	15 %
<b>411 - CDBG Totals:</b>	<b>75.79</b>	<b>107.40</b>	<b>130.00</b>	<b>23.30</b>	<b>110.44</b>	<b>0.00</b>	<b>15 %</b>
<b><u>412 - LEASE CORPORATION</u></b>							
460 - Investment Income	13.55	19.17	25.00	4.06	19.24	5.76	23 %
480 - Other Financing Uses	644,580.00	633,540.00	397,991.00	0.00	397,989.59	1.41	0 %
<b>412 - LEASE CORPORATION Totals:</b>	<b>644,593.55</b>	<b>633,559.17</b>	<b>398,016.00</b>	<b>4.06</b>	<b>398,008.83</b>	<b>0.00</b>	<b>0 %</b>
<b><u>511 - CAPITAL PROJECTS FUND</u></b>							
400 - Taxes	31,458.48	41,322.90	59,000.00	5,770.91	41,128.70	17,871.30	30 %
460 - Investment Income	12.87	181.00	200.00	42.58	278.83	(78.83)	-39 %
<b>511 - CAPITAL PROJECTS FUND Totals:</b>	<b>31,471.35</b>	<b>41,503.90</b>	<b>59,200.00</b>	<b>5,813.49</b>	<b>41,407.53</b>	<b>0.00</b>	<b>30 %</b>
<b><u>621 - ENVIRONMENTAL SERVICES</u></b>							

	2013-2014 YTD Activity	2014-2015 YTD Activity	2015-2016 Budget	June 2015-2016 MTD Activity	2015-2016 YTD Activity	2015-2016 Budget Remaining	% Budget Remaining
412 - Intergovernmental	0.00	0.00	0.00	0.00	100,000.00	(100,000.00)	0 %
420 - Charges for Services	1,804,356.87	1,836,644.20	2,654,800.00	299,764.17	1,988,886.92	665,913.08	25 %
460 - Investment Income	723.10	978.15	1,000.00	321.22	1,134.20	(134.20)	-13 %
470 - Miscellaneous Revenues	2,050.00	1,507.85	500.00	0.00	48.60	451.40	90 %
<b>621 - ENVIRONMENTAL SERVICES Totals:</b>	<b>1,807,129.97</b>	<b>1,839,130.20</b>	<b>2,656,300.00</b>	<b>300,085.39</b>	<b>2,090,069.72</b>	<b>0.00</b>	<b>21 %</b>
<b><u>631 - WASTEWATER</u></b>							
412 - Intergovernmental	0.00	148,388.27	0.00	0.00	38,299.22	(38,299.22)	0 %
420 - Charges for Services	1,906,422.12	1,828,105.70	2,602,721.00	257,657.97	1,807,002.74	795,718.26	31 %
440 - Rents	300.00	300.00	300.00	3,100.00	4,300.00	(4,000.00)	-1,333 %
460 - Investment Income	3,585.26	4,171.30	4,500.00	1,114.39	5,386.47	(886.47)	-20 %
470 - Miscellaneous Revenues	5,250.00	5,629.70	0.00	135.00	1,435.00	(1,435.00)	0 %
480 - Other Financing Uses	0.00	20,684.00	0.00	0.00	24,859.56	(24,859.56)	0 %
<b>631 - WASTEWATER Totals:</b>	<b>1,915,557.38</b>	<b>2,007,278.97</b>	<b>2,607,521.00</b>	<b>262,007.36</b>	<b>1,881,282.99</b>	<b>0.00</b>	<b>28 %</b>
<b><u>641 - WATER</u></b>							
420 - Charges for Services	1,274,530.89	1,253,986.65	1,895,660.00	177,786.37	1,211,380.94	684,279.06	36 %
440 - Rents	12,672.00	26,872.00	27,696.00	2,632.00	21,490.00	6,206.00	22 %
460 - Investment Income	3,053.81	4,218.89	4,000.00	928.79	4,281.50	(281.50)	-7 %
470 - Miscellaneous Revenues	10,086.34	27,388.61	5,000.00	2,437.97	20,642.45	(15,642.45)	-313 %
<b>641 - WATER Totals:</b>	<b>1,300,343.04</b>	<b>1,312,466.15</b>	<b>1,932,356.00</b>	<b>183,785.13</b>	<b>1,257,794.89</b>	<b>0.00</b>	<b>35 %</b>
<b><u>651 - ELECTRIC</u></b>							
460 - Investment Income	5,709.91	5,649.47	7,300.00	818.46	4,776.79	2,523.21	35 %
470 - Miscellaneous Revenues	2,128,967.07	2,006,458.53	2,595,300.00	0.00	1,993,194.27	602,105.73	23 %
<b>651 - ELECTRIC Totals:</b>	<b>2,134,676.98</b>	<b>2,012,108.00</b>	<b>2,602,600.00</b>	<b>818.46</b>	<b>1,997,971.06</b>	<b>0.00</b>	<b>23 %</b>
<b><u>661 - STORMWATER</u></b>							
412 - Intergovernmental	22,930.00	49,757.00	28,759.00	0.00	28,759.00	0.00	0 %
420 - Charges for Services	14,445.75	22,025.63	41,550.00	5,537.69	36,168.54	5,381.46	13 %
460 - Investment Income	785.27	1,264.26	1,200.00	295.54	1,434.43	(234.43)	-20 %
470 - Miscellaneous Revenues	400.00	0.00	0.00	0.00	0.00	0.00	0 %
480 - Other Financing Uses	50,000.00	50,000.00	50,000.00	0.00	25,000.00	25,000.00	50 %
<b>661 - STORMWATER Totals:</b>	<b>88,561.02</b>	<b>123,046.89</b>	<b>121,509.00</b>	<b>5,833.23</b>	<b>91,361.97</b>	<b>0.00</b>	<b>25 %</b>
<b><u>713 - CASH &amp; INVESTMENT POOL</u></b>							



	2013-2014 YTD Activity	2014-2015 YTD Activity	2015-2016 Budget	June 2015-2016 MTD Activity	2015-2016 YTD Activity	2015-2016 Budget Remaining	% Budget Remaining
470 - Miscellaneous Revenues	(25.23)	(114.55)	0.00	0.00	23.04	(23.04)	0 %
<b>713 - CASH &amp; INVESTMENT POOL Totals:</b>	<b>(25.23)</b>	<b>(114.55)</b>	<b>0.00</b>	<b>0.00</b>	<b>23.04</b>	<b>0.00</b>	<b>0 %</b>
<b><u>721 - GIS SERVICES</u></b>							
460 - Investment Income	83.82	92.51	110.00	1.41	47.96	62.04	56 %
470 - Miscellaneous Revenues	100.00	0.00	0.00	0.00	50.00	(50.00)	0 %
480 - Other Financing Uses	107,300.02	106,276.27	109,800.00	74.98	56,156.78	53,643.22	49 %
<b>721 - GIS SERVICES Totals:</b>	<b>107,483.84</b>	<b>106,368.78</b>	<b>109,910.00</b>	<b>76.39</b>	<b>56,254.74</b>	<b>0.00</b>	<b>49 %</b>
<b><u>811 - UNEMPLOYMENT COMP</u></b>							
460 - Investment Income	94.58	171.89	210.00	37.06	176.33	33.67	16 %
<b>811 - UNEMPLOYMENT COMP Totals:</b>	<b>94.58</b>	<b>171.89</b>	<b>210.00</b>	<b>37.06</b>	<b>176.33</b>	<b>0.00</b>	<b>16 %</b>
<b><u>812 - HEALTH INSURANCE</u></b>							
460 - Investment Income	983.82	2,124.18	2,200.00	611.76	2,918.43	(718.43)	-33 %
470 - Miscellaneous Revenues	2,262,730.69	1,399,455.15	1,912,600.00	162,571.15	1,431,597.61	481,002.39	25 %
<b>812 - HEALTH INSURANCE Totals:</b>	<b>2,263,714.51</b>	<b>1,401,579.33</b>	<b>1,914,800.00</b>	<b>163,182.91</b>	<b>1,434,516.04</b>	<b>0.00</b>	<b>25 %</b>



# Actual to budget c/y & p/y - GENERAL FUND

	2013-2014 YTD Activity	2014-2015 YTD Activity	2015-2016 Budget	June 2015-2016 MTD Activity	2015-2016 YTD Activity	2015-2016 Budget Remaining	% Budget Remaining
<b>111 - GENERAL</b>							
<b>111 - FINANCE</b>							
500 - Personnel	78,886.10	86,297.41	119,782.00	11,846.77	83,024.81	36,757.19	31 %
503 - Supplies	12,336.90	7,870.93	22,248.00	1,332.40	13,131.51	9,116.49	41 %
504 - Contract Services	40,437.83	37,591.79	49,963.00	1,293.35	54,556.74	(4,593.74)	-9 %
550 - Capital Outlay	94,926.65	0.00	0.00	0.00	0.00	0.00	0 %
570 - Other Financing Uses	4,000.00	4,000.00	4,000.00	0.00	2,000.00	2,000.00	50 %
<b>111 - FINANCE Totals:</b>	<b>230,587.48</b>	<b>135,760.13</b>	<b>195,993.00</b>	<b>14,472.52</b>	<b>152,713.06</b>	<b>43,279.94</b>	<b>22 %</b>
<b>112 - PERSONNEL</b>							
500 - Personnel	10,251.99	10,963.99	15,443.00	1,783.14	11,865.51	3,577.49	23 %
503 - Supplies	4,071.79	4,014.40	7,800.00	325.99	3,306.41	4,493.59	58 %
504 - Contract Services	17,161.46	10,633.28	25,445.00	2,333.27	18,216.78	7,228.22	28 %
<b>112 - PERSONNEL Totals:</b>	<b>31,485.24</b>	<b>25,611.67</b>	<b>48,688.00</b>	<b>4,442.40</b>	<b>33,388.70</b>	<b>15,299.30</b>	<b>31 %</b>
<b>113 - COUNCIL</b>							
500 - Personnel	14,807.17	15,418.31	21,100.00	2,434.47	15,782.65	5,317.35	25 %
503 - Supplies	1,518.00	1,684.16	2,600.00	0.00	1,489.00	1,111.00	43 %
504 - Contract Services	2,119.63	1,494.18	2,950.00	0.00	1,408.03	1,541.97	52 %
570 - Other Financing Uses	0.00	435,382.50	250,000.00	(933.00)	57,221.45	192,778.55	77 %
<b>113 - COUNCIL Totals:</b>	<b>18,444.80</b>	<b>453,979.15</b>	<b>276,650.00</b>	<b>1,501.47</b>	<b>75,901.13</b>	<b>200,748.87</b>	<b>73 %</b>
<b>114 - CITY MANAGER</b>							
500 - Personnel	24,537.00	25,480.08	35,022.00	1,969.03	27,396.86	7,625.14	22 %
503 - Supplies	25,473.59	24,798.16	53,700.00	2,285.60	36,115.04	17,584.96	33 %
504 - Contract Services	63,800.97	50,039.78	122,200.00	9,628.94	90,795.69	31,404.31	26 %
<b>114 - CITY MANAGER Totals:</b>	<b>113,811.56</b>	<b>100,318.02</b>	<b>210,922.00</b>	<b>13,883.57</b>	<b>154,307.59</b>	<b>56,614.41</b>	<b>27 %</b>
<b>115 - CITY CLERK</b>							
500 - Personnel	9,935.69	10,191.23	14,212.00	1,563.25	10,528.65	3,683.35	26 %
503 - Supplies	366.45	338.58	2,150.00	499.00	1,083.12	1,066.88	50 %
504 - Contract Services	5,559.60	6,476.42	14,700.00	259.72	6,868.28	7,831.72	53 %
<b>115 - CITY CLERK Totals:</b>	<b>15,861.74</b>	<b>17,006.23</b>	<b>31,062.00</b>	<b>2,321.97</b>	<b>18,480.05</b>	<b>12,581.95</b>	<b>41 %</b>
<b>116 - MIS</b>							

	2013-2014 YTD Activity	2014-2015 YTD Activity	2015-2016 Budget	June 2015-2016 MTD Activity	2015-2016 YTD Activity	2015-2016 Budget Remaining	% Budget Remaining
503 - Supplies	27,333.42	16,760.11	34,200.00	546.60	29,992.03	4,207.97	12 %
504 - Contract Services	24,510.83	13,845.73	25,000.00	316.06	27,855.01	(2,855.01)	-11 %
550 - Capital Outlay	0.00	0.00	0.00	0.00	11,794.89	(11,794.89)	0 %
<b>116 - MIS Totals:</b>	<b>51,844.25</b>	<b>30,605.84</b>	<b>59,200.00</b>	<b>862.66</b>	<b>69,641.93</b>	<b>(10,441.93)</b>	<b>-18 %</b>
<b>121 - DEVELOPMENT SERVICES</b>							
500 - Personnel	260,191.28	279,477.16	434,849.00	47,209.08	327,250.86	107,598.14	25 %
503 - Supplies	3,669.30	3,789.63	11,491.00	487.07	3,829.14	7,661.86	67 %
504 - Contract Services	31,598.35	59,874.58	89,849.00	8,031.61	64,989.48	24,859.52	28 %
570 - Other Financing Uses	7,000.00	7,000.00	7,000.00	0.00	3,500.00	3,500.00	50 %
<b>121 - DEVELOPMENT SERVICES Totals:</b>	<b>302,458.93</b>	<b>350,141.37</b>	<b>543,189.00</b>	<b>55,727.76</b>	<b>399,569.48</b>	<b>143,619.52</b>	<b>26 %</b>
<b>141 - FIRE</b>							
500 - Personnel	967,865.68	1,053,798.45	1,475,450.00	134,905.98	1,154,960.21	320,489.79	22 %
503 - Supplies	22,829.83	22,449.73	49,903.00	1,886.67	28,423.94	21,479.06	43 %
504 - Contract Services	45,890.89	50,225.18	74,251.00	4,306.78	55,469.01	18,781.99	25 %
<b>141 - FIRE Totals:</b>	<b>1,036,586.40</b>	<b>1,126,473.36</b>	<b>1,599,604.00</b>	<b>141,099.43</b>	<b>1,238,853.16</b>	<b>360,750.84</b>	<b>23 %</b>
<b>142 - POLICE</b>							
500 - Personnel	1,987,087.09	1,992,165.29	2,839,260.00	295,626.76	2,085,505.24	753,754.76	27 %
503 - Supplies	87,374.29	73,605.10	118,886.00	4,484.05	56,733.82	62,152.18	52 %
504 - Contract Services	343,957.18	317,490.53	399,951.00	22,490.11	356,373.16	43,577.84	11 %
570 - Other Financing Uses	228,049.84	50,000.00	0.00	0.00	0.00	0.00	0 %
<b>142 - POLICE Totals:</b>	<b>2,646,468.40</b>	<b>2,433,260.92</b>	<b>3,358,097.00</b>	<b>322,600.92</b>	<b>2,498,612.22</b>	<b>859,484.78</b>	<b>26 %</b>
<b>143 - EMERGENCY MANAGEMENT</b>							
500 - Personnel	66,790.57	76,705.18	81,896.00	8,642.03	59,815.82	22,080.18	27 %
503 - Supplies	159.13	535.83	8,335.00	222.15	1,767.34	6,567.66	79 %
504 - Contract Services	277.17	1,034.40	1,850.00	141.04	2,269.06	(419.06)	-23 %
<b>143 - EMERGENCY MANAGEMENT Totals:</b>	<b>67,226.87</b>	<b>78,275.41</b>	<b>92,081.00</b>	<b>9,005.22</b>	<b>63,852.22</b>	<b>28,228.78</b>	<b>31 %</b>
<b>151 - LIBRARY</b>							
500 - Personnel	348,362.44	353,072.12	514,532.00	58,664.97	371,072.49	143,459.51	28 %
503 - Supplies	42,376.47	40,657.79	69,053.00	8,656.58	37,863.59	31,189.41	45 %
504 - Contract Services	49,010.93	61,286.65	95,948.00	3,909.50	78,713.13	17,234.87	18 %
550 - Capital Outlay	6,437.50	0.00	0.00	0.00	0.00	0.00	0 %
<b>151 - LIBRARY Totals:</b>	<b>446,187.34</b>	<b>455,016.56</b>	<b>679,533.00</b>	<b>71,231.05</b>	<b>487,649.21</b>	<b>191,883.79</b>	<b>28 %</b>

	2013-2014 YTD Activity	2014-2015 YTD Activity	2015-2016 Budget	June 2015-2016 MTD Activity	2015-2016 YTD Activity	2015-2016 Budget Remaining	% Budget Remaining
<b>171 - PARKS</b>							
500 - Personnel	488,754.91	477,239.25	730,538.00	89,829.20	530,699.27	199,838.73	27 %
503 - Supplies	46,025.72	46,228.53	59,252.00	4,510.27	39,310.25	19,941.75	34 %
504 - Contract Services	233,367.75	190,704.79	211,895.00	15,734.10	177,226.87	34,668.13	16 %
550 - Capital Outlay	168,171.46	15,761.90	100,000.00	0.00	33,975.99	66,024.01	66 %
<b>171 - PARKS Totals:</b>	<b>936,319.84</b>	<b>729,934.47</b>	<b>1,101,685.00</b>	<b>110,073.57</b>	<b>781,212.38</b>	<b>320,472.62</b>	<b>29 %</b>
<b>172 - RECREATION</b>							
500 - Personnel	135,976.29	127,255.27	229,587.00	41,595.35	93,305.51	136,281.49	59 %
503 - Supplies	17,076.22	14,435.00	47,900.00	8,086.67	20,780.19	27,119.81	57 %
504 - Contract Services	283,727.14	372,644.59	470,112.00	23,409.82	333,853.67	136,258.33	29 %
550 - Capital Outlay	140,287.00	0.00	0.00	0.00	0.00	0.00	0 %
570 - Other Financing Uses	0.00	26,278.00	202,000.00	0.00	0.00	202,000.00	100 %
<b>172 - RECREATION Totals:</b>	<b>577,066.65</b>	<b>540,612.86</b>	<b>949,599.00</b>	<b>73,091.84</b>	<b>447,939.37</b>	<b>501,659.63</b>	<b>53 %</b>
<b>111 - GENERAL Totals:</b>	<b>6,474,349.50</b>	<b>6,476,995.99</b>	<b>9,146,303.00</b>	<b>820,314.38</b>	<b>6,422,120.50</b>	<b>0.00</b>	<b>30 %</b>
<b>211 - REGIONAL LIBRARY</b>							
<b>151 - LIBRARY</b>							
503 - Supplies	17,288.35	9,723.45	23,000.00	1,703.91	13,230.28	9,769.72	42 %
504 - Contract Services	0.00	0.00	2,000.00	0.00	0.00	2,000.00	100 %
<b>151 - LIBRARY Totals:</b>	<b>17,288.35</b>	<b>9,723.45</b>	<b>25,000.00</b>	<b>1,703.91</b>	<b>13,230.28</b>	<b>11,769.72</b>	<b>47 %</b>
<b>211 - REGIONAL LIBRARY Totals:</b>	<b>17,288.35</b>	<b>9,723.45</b>	<b>25,000.00</b>	<b>1,703.91</b>	<b>13,230.28</b>	<b>0.00</b>	<b>47 %</b>
<b>212 - TRANSPORTATION</b>							
<b>111 - FINANCE</b>							
500 - Personnel	13,062.62	13,776.43	19,368.00	2,011.28	16,142.87	3,225.13	17 %
504 - Contract Services	28.32	9.47	0.00	0.00	0.00	0.00	0 %
<b>111 - FINANCE Totals:</b>	<b>13,090.94</b>	<b>13,785.90</b>	<b>19,368.00</b>	<b>2,011.28</b>	<b>16,142.87</b>	<b>3,225.13</b>	<b>17 %</b>
<b>112 - PERSONNEL</b>							
500 - Personnel	6,519.77	7,309.20	10,295.00	1,188.80	7,910.48	2,384.52	23 %
504 - Contract Services	28.39	9.45	0.00	0.00	0.00	0.00	0 %
<b>112 - PERSONNEL Totals:</b>	<b>6,548.16</b>	<b>7,318.65</b>	<b>10,295.00</b>	<b>1,188.80</b>	<b>7,910.48</b>	<b>2,384.52</b>	<b>23 %</b>



## Actual to budget c/y & p/y - ALL FUNDS

	2013-2014 YTD Activity	2014-2015 YTD Activity	2015-2016 Budget	June 2015-2016 MTD Activity	2015-2016 YTD Activity	2015-2016 Budget Remaining	% Budget Remaining
<b><u>111 - GENERAL</u></b>							
500 - Personnel	4,393,446.21	4,508,063.74	6,511,671.00	696,070.03	4,771,207.88	1,740,463.12	27 %
503 - Supplies	290,611.11	257,167.95	487,518.00	33,323.05	273,825.38	213,692.62	44 %
504 - Contract Services	1,141,419.73	1,173,341.90	1,584,114.00	91,854.30	1,268,594.91	315,519.09	20 %
550 - Capital Outlay	409,822.61	15,761.90	100,000.00	0.00	45,770.88	54,229.12	54 %
570 - Other Financing Uses	239,049.84	522,660.50	463,000.00	(933.00)	62,721.45	400,278.55	86 %
<b>111 - GENERAL Totals:</b>	<b>6,474,349.50</b>	<b>6,476,995.99</b>	<b>9,146,303.00</b>	<b>820,314.38</b>	<b>6,422,120.50</b>	<b>0.00</b>	<b>30 %</b>
<b><u>211 - REGIONAL LIBRARY</u></b>							
503 - Supplies	17,288.35	9,723.45	23,000.00	1,703.91	13,230.28	9,769.72	42 %
504 - Contract Services	0.00	0.00	2,000.00	0.00	0.00	2,000.00	100 %
<b>211 - REGIONAL LIBRARY Totals:</b>	<b>17,288.35</b>	<b>9,723.45</b>	<b>25,000.00</b>	<b>1,703.91</b>	<b>13,230.28</b>	<b>0.00</b>	<b>47 %</b>
<b><u>212 - TRANSPORTATION</u></b>							
500 - Personnel	672,549.48	691,158.76	914,221.00	104,295.69	767,286.94	146,934.06	16 %
503 - Supplies	176,453.55	210,556.90	312,150.00	31,911.75	225,348.52	86,801.48	28 %
504 - Contract Services	399,193.92	430,600.32	792,025.00	43,202.63	397,659.25	394,365.75	50 %
550 - Capital Outlay	254,354.13	205,172.50	695,000.00	109,717.00	165,026.94	529,973.06	76 %
560 - Debt Service	242,991.25	241,405.00	266,625.00	0.00	266,624.41	0.59	0 %
570 - Other Financing Uses	48,825.01	48,569.08	252,000.00	18.73	26,314.06	225,685.94	90 %
<b>212 - TRANSPORTATION Totals:</b>	<b>1,794,367.34</b>	<b>1,827,462.56</b>	<b>3,232,021.00</b>	<b>289,145.80</b>	<b>1,848,260.12</b>	<b>0.00</b>	<b>43 %</b>
<b><u>213 - CEMETERY</u></b>							
500 - Personnel	99,241.69	105,188.29	156,350.00	20,955.88	110,732.73	45,617.27	29 %
503 - Supplies	15,256.67	6,647.20	18,796.00	3,110.10	14,688.23	4,107.77	22 %
504 - Contract Services	13,314.41	14,191.24	25,788.00	529.60	12,375.17	13,412.83	52 %
550 - Capital Outlay	22,450.00	0.00	0.00	0.00	0.00	0.00	0 %
<b>213 - CEMETERY Totals:</b>	<b>150,262.77</b>	<b>126,026.73</b>	<b>200,934.00</b>	<b>24,595.58</b>	<b>137,796.13</b>	<b>0.00</b>	<b>31 %</b>
<b><u>214 - CEMETARY PERPETUAL CARE</u></b>							
504 - Contract Services	0.00	0.00	500,000.00	0.00	0.00	500,000.00	100 %
570 - Other Financing Uses	91,950.00	70,000.00	100,000.00	0.00	50,000.00	50,000.00	50 %
<b>214 - CEMETARY PERPETUAL CARE Totals:</b>	<b>91,950.00</b>	<b>70,000.00</b>	<b>600,000.00</b>	<b>0.00</b>	<b>50,000.00</b>	<b>0.00</b>	<b>92 %</b>
<b><u>215 - SPECIAL PROJECTS</u></b>							

	2013-2014 YTD Activity	2014-2015 YTD Activity	2015-2016 Budget	June 2015-2016 MTD Activity	2015-2016 YTD Activity	2015-2016 Budget Remaining	% Budget Remaining
500 - Personnel	5,386.61	10,310.68	0.00	905.48	5,493.00	(5,493.00)	0 %
503 - Supplies	8,782.44	7,725.03	500,000.00	665.15	25,700.66	474,299.34	95 %
504 - Contract Services	13,547.56	409.83	0.00	200.00	90,924.61	(90,924.61)	0 %
<b>215 - SPECIAL PROJECTS Totals:</b>	<b>27,716.61</b>	<b>18,445.54</b>	<b>500,000.00</b>	<b>1,770.63</b>	<b>122,118.27</b>	<b>0.00</b>	<b>76 %</b>
<b><u>216 - BUSINESS IMPROVEMENT</u></b>							
500 - Personnel	0.00	0.00	4,000.00	0.00	1,383.35	2,616.65	65 %
503 - Supplies	0.00	0.00	5,000.00	400.00	400.00	4,600.00	92 %
504 - Contract Services	1,666.36	3,067.73	4,000.00	85.42	6,428.71	(2,428.71)	-61 %
550 - Capital Outlay	0.00	0.00	60,000.00	0.00	3,200.00	56,800.00	95 %
570 - Other Financing Uses	0.00	0.00	150,000.00	0.00	0.00	150,000.00	100 %
<b>216 - BUSINESS IMPROVEMENT Totals:</b>	<b>1,666.36</b>	<b>3,067.73</b>	<b>223,000.00</b>	<b>485.42</b>	<b>11,412.06</b>	<b>0.00</b>	<b>95 %</b>
<b><u>218 - PUBLIC SAFETY</u></b>							
503 - Supplies	46,306.70	21,580.42	13,000.00	2,809.34	6,670.03	6,329.97	49 %
504 - Contract Services	0.00	325.00	0.00	0.00	300.00	(300.00)	0 %
550 - Capital Outlay	92,739.92	48,500.07	140,000.00	0.00	69,476.50	70,523.50	50 %
560 - Debt Service	67,121.25	65,355.00	63,521.00	0.00	63,521.25	(0.25)	0 %
570 - Other Financing Uses	15,489.01	0.00	200,000.00	0.00	0.00	200,000.00	100 %
<b>218 - PUBLIC SAFETY Totals:</b>	<b>221,656.88</b>	<b>135,760.49</b>	<b>416,521.00</b>	<b>2,809.34</b>	<b>139,967.78</b>	<b>0.00</b>	<b>66 %</b>
<b><u>219 - INDUSTRIAL SITES</u></b>							
503 - Supplies	0.00	0.00	3,000.00	0.00	0.00	3,000.00	100 %
504 - Contract Services	1,458.25	1,866.56	55,000.00	0.00	3,458.25	51,541.75	94 %
<b>219 - INDUSTRIAL SITES Totals:</b>	<b>1,458.25</b>	<b>1,866.56</b>	<b>58,000.00</b>	<b>0.00</b>	<b>3,458.25</b>	<b>0.00</b>	<b>94 %</b>
<b><u>223 - KENO</u></b>							
503 - Supplies	8,648.75	12,003.36	151,300.00	17,984.46	32,793.35	118,506.65	78 %
504 - Contract Services	1,074.92	921.90	2,500.00	0.00	459.94	2,040.06	82 %
550 - Capital Outlay	0.00	0.00	0.00	0.00	35,231.33	(35,231.33)	0 %
<b>223 - KENO Totals:</b>	<b>9,723.67</b>	<b>12,925.26</b>	<b>153,800.00</b>	<b>17,984.46</b>	<b>68,484.62</b>	<b>0.00</b>	<b>55 %</b>
<b><u>224 - ECONOMIC DEVELOPMENT</u></b>							
503 - Supplies	77.41	145.52	750.00	0.00	145.63	604.37	81 %
504 - Contract Services	552,517.67	839,874.76	4,700,000.00	22,472.33	227,331.15	4,472,668.85	95 %
<b>224 - ECONOMIC DEVELOPMENT Totals:</b>	<b>552,595.08</b>	<b>840,020.28</b>	<b>4,700,750.00</b>	<b>22,472.33</b>	<b>227,476.78</b>	<b>0.00</b>	<b>95 %</b>

	2013-2014 YTD Activity	2014-2015 YTD Activity	2015-2016 Budget	June 2015-2016 MTD Activity	2015-2016 YTD Activity	2015-2016 Budget Remaining	% Budget Remaining
<b><u>225 - MUTUAL FIRE</u></b>							
503 - Supplies	8,613.36	3,297.70	10,000.00	0.00	9,907.49	92.51	1 %
550 - Capital Outlay	0.00	487,802.00	0.00	0.00	639.00	(639.00)	0 %
570 - Other Financing Uses	0.00	0.00	100,000.00	0.00	0.00	100,000.00	100 %
<b>225 - MUTUAL FIRE Totals:</b>	<b>8,613.36</b>	<b>491,099.70</b>	<b>110,000.00</b>	<b>0.00</b>	<b>10,546.49</b>	<b>0.00</b>	<b>90 %</b>
<b><u>311 - DEBT SERVICE</u></b>							
504 - Contract Services	4,943.00	5,090.00	8,700.00	0.00	3,500.00	5,200.00	60 %
560 - Debt Service	70,252.38	335,316.80	0.00	0.00	52,593.97	(52,593.97)	0 %
570 - Other Financing Uses	644,930.00	633,890.00	3,898,991.00	0.00	398,389.59	3,500,601.41	90 %
<b>311 - DEBT SERVICE Totals:</b>	<b>720,125.38</b>	<b>974,296.80</b>	<b>3,907,691.00</b>	<b>0.00</b>	<b>454,483.56</b>	<b>0.00</b>	<b>88 %</b>
<b><u>321 - TIF PROJECTS</u></b>							
560 - Debt Service	143,318.21	32,048.46	85,000.00	17,502.95	17,502.95	67,497.05	79 %
570 - Other Financing Uses	0.00	0.00	300,000.00	0.00	0.00	300,000.00	100 %
<b>321 - TIF PROJECTS Totals:</b>	<b>143,318.21</b>	<b>32,048.46</b>	<b>385,000.00</b>	<b>17,502.95</b>	<b>17,502.95</b>	<b>0.00</b>	<b>95 %</b>
<b><u>412 - LEASE CORPORATION</u></b>							
504 - Contract Services	0.00	20.00	0.00	0.00	0.00	0.00	0 %
560 - Debt Service	644,578.89	633,540.00	397,991.00	0.00	397,980.35	10.65	0 %
<b>412 - LEASE CORPORATION Totals:</b>	<b>644,578.89</b>	<b>633,560.00</b>	<b>397,991.00</b>	<b>0.00</b>	<b>397,980.35</b>	<b>0.00</b>	<b>0 %</b>
<b><u>511 - CAPITAL PROJECTS FUND</u></b>							
550 - Capital Outlay	0.00	0.00	115,000.00	0.00	73,650.00	41,350.00	36 %
<b>511 - CAPITAL PROJECTS FUND Totals:</b>	<b>0.00</b>	<b>0.00</b>	<b>115,000.00</b>	<b>0.00</b>	<b>73,650.00</b>	<b>0.00</b>	<b>36 %</b>
<b><u>621 - ENVIRONMENTAL SERVICES</u></b>							
500 - Personnel	794,876.27	836,086.37	1,165,012.00	115,345.52	856,633.48	308,378.52	26 %
503 - Supplies	140,628.86	104,767.81	319,100.00	8,298.03	202,577.37	116,522.63	37 %
504 - Contract Services	478,912.13	481,451.76	702,472.00	69,514.93	571,584.65	130,887.35	19 %
550 - Capital Outlay	322,499.00	198,637.04	730,000.00	17,520.04	189,452.19	540,547.81	74 %
570 - Other Financing Uses	54,825.00	54,569.06	55,300.00	18.75	27,964.24	27,335.76	49 %
<b>621 - ENVIRONMENTAL SERVICES Totals:</b>	<b>1,791,741.26</b>	<b>1,675,512.04</b>	<b>2,971,884.00</b>	<b>210,697.27</b>	<b>1,848,211.93</b>	<b>0.00</b>	<b>38 %</b>
<b><u>631 - WASTEWATER</u></b>							
500 - Personnel	599,492.33	640,281.07	904,868.00	89,857.09	650,776.79	254,091.21	28 %

	2013-2014 YTD Activity	2014-2015 YTD Activity	2015-2016 Budget	June 2015-2016 MTD Activity	2015-2016 YTD Activity	2015-2016 Budget Remaining	% Budget Remaining
503 - Supplies	48,671.19	45,581.54	113,230.00	17,711.15	66,153.71	47,076.29	42 %
504 - Contract Services	291,604.13	277,824.82	440,225.00	32,911.68	390,081.87	50,143.13	11 %
550 - Capital Outlay	620,737.57	307,803.62	779,000.00	4,289.34	72,378.08	706,621.92	91 %
560 - Debt Service	645,890.71	645,890.70	645,891.00	322,945.35	645,890.70	0.30	0 %
570 - Other Financing Uses	140,824.98	140,569.08	341,500.00	18.75	71,064.24	270,435.76	79 %
<b>631 - WASTEWATER Totals:</b>	<b>2,347,220.91</b>	<b>2,057,950.83</b>	<b>3,224,714.00</b>	<b>467,733.36</b>	<b>1,896,345.39</b>	<b>0.00</b>	<b>41 %</b>
<b><u>641 - WATER</u></b>							
500 - Personnel	546,418.07	584,409.94	825,911.00	80,268.26	593,769.93	232,141.07	28 %
503 - Supplies	213,857.17	505,670.25	355,228.00	8,121.38	249,121.69	106,106.31	30 %
504 - Contract Services	196,503.67	199,898.33	316,970.00	19,085.48	203,997.83	112,972.17	36 %
550 - Capital Outlay	17,398.25	636,080.03	211,000.00	13,375.00	70,903.55	140,096.45	66 %
570 - Other Financing Uses	78,825.03	78,569.05	677,000.00	18.75	38,814.24	638,185.76	94 %
<b>641 - WATER Totals:</b>	<b>1,053,002.19</b>	<b>2,004,627.60</b>	<b>2,386,109.00</b>	<b>120,868.87</b>	<b>1,156,607.24</b>	<b>0.00</b>	<b>52 %</b>
<b><u>651 - ELECTRIC</u></b>							
503 - Supplies	0.00	0.00	1,000.00	0.00	0.00	1,000.00	100 %
570 - Other Financing Uses	2,098,967.07	2,039,860.26	3,315,300.00	0.00	1,978,194.27	1,337,105.73	40 %
<b>651 - ELECTRIC Totals:</b>	<b>2,098,967.07</b>	<b>2,039,860.26</b>	<b>3,316,300.00</b>	<b>0.00</b>	<b>1,978,194.27</b>	<b>0.00</b>	<b>40 %</b>
<b><u>661 - STORMWATER</u></b>							
503 - Supplies	17,475.81	3,836.02	27,534.00	58.92	915.86	26,618.14	97 %
504 - Contract Services	26,648.97	15,489.48	192,539.00	12,552.40	74,493.71	118,045.29	61 %
550 - Capital Outlay	15,081.77	0.00	0.00	0.00	0.00	0.00	0 %
570 - Other Financing Uses	0.00	0.00	198,000.00	0.00	0.00	198,000.00	100 %
<b>661 - STORMWATER Totals:</b>	<b>59,206.55</b>	<b>19,325.50</b>	<b>418,073.00</b>	<b>12,611.32</b>	<b>75,409.57</b>	<b>0.00</b>	<b>82 %</b>
<b><u>721 - GIS SERVICES</u></b>							
500 - Personnel	54,203.02	55,734.48	79,534.00	6,196.50	47,086.52	32,447.48	41 %
503 - Supplies	3,000.00	3,170.68	6,900.00	0.00	3,501.94	3,398.06	49 %
504 - Contract Services	5,704.81	6,739.11	12,825.00	973.24	8,623.57	4,201.43	33 %
560 - Debt Service	33,300.02	32,276.27	33,200.00	74.98	16,256.78	16,943.22	51 %
<b>721 - GIS SERVICES Totals:</b>	<b>96,207.85</b>	<b>97,920.54</b>	<b>132,459.00</b>	<b>7,244.72</b>	<b>75,468.81</b>	<b>0.00</b>	<b>43 %</b>
<b><u>811 - UNEMPLOYMENT COMP</u></b>							
504 - Contract Services	29.08	0.00	65,000.00	0.00	432.00	64,568.00	99 %
<b>811 - UNEMPLOYMENT COMP Totals:</b>	<b>29.08</b>	<b>0.00</b>	<b>65,000.00</b>	<b>0.00</b>	<b>432.00</b>	<b>0.00</b>	<b>99 %</b>



	2013-2014 YTD Activity	2014-2015 YTD Activity	2015-2016 Budget	June 2015-2016 MTD Activity	2015-2016 YTD Activity	2015-2016 Budget Remaining	% Budget Remaining
<b>812 - HEALTH INSURANCE</b>							
504 - Contract Services	2,149,503.01	1,069,866.24	2,292,200.00	172,658.06	1,461,727.50	830,472.50	36 %
<b>812 - HEALTH INSURANCE Totals:</b>	<b>2,149,503.01</b>	<b>1,069,866.24</b>	<b>2,292,200.00</b>	<b>172,658.06</b>	<b>1,461,727.50</b>	<b>0.00</b>	<b>36 %</b>

# **City of Scottsbluff, Nebraska**

**Monday, July 18, 2016**

**Regular Meeting**

## **Item Pub. Hear.1**

**Council to conduct a public hearing at 6:05 p.m. to consider the purchase of approximately 0.34 acres located in part of Block 1, Second Power Station Addition, Scottsbluff, NE for the purpose of building a solar array project.**

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

NOTICE OF PUBLIC HEARING  
CITY OF SCOTTSBLUFF

Notice is given the Scottsbluff City Council will conduct a public hearing in regard to the acquisition of real estate legally described as: A TRACT OF LAND WHICH IS APPROXIMATELY 0.34 ACRES LOCATED IN PART OF BLK 1, SECOND POWER STATION ADD, IN SECTION 26, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6<sup>TH</sup> P.M. IN SCOTTS BLUFF COUNTY NEBRASKA. The public hearing will be conducted on July 18, 2016, at 6:05 p.m., or as soon thereafter as can be held, in the City Council Chambers at Scottsbluff City Hall located at 2525 Circle Drive, Scottsbluff, NE.

Cindy Dickinson, City Clerk

Print 1Time–July 8, 2016

One affidavit of publication requested

# **City of Scottsbluff, Nebraska**

**Monday, July 18, 2016**

**Regular Meeting**

## **Item Pub. Hear.2**

**Council to consider a Memorandum of Understanding with Nebraska Public Power District regarding the purchase of approximately 0.34 acres located in part of Block 1, Second Power Station Addition, Scottsbluff, NE for the purpose of building a solar array project.**

**Minutes: Following the Public Hearing, the Council will consider the MOU. The Purchase Agreement will be considered at a later date following the Phase 1 Environmental Assessment.**

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

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, is made by and between Nebraska Public Power District, a public corporation and political subdivision of the State of Nebraska, and the successor in interest to Consumers Public Power District, hereinafter referred to as "NPPD", and the City of Scottsbluff, Nebraska, a municipal corporation, hereinafter referred to as "City".

WHEREAS, NPPD is the owner of a tract of land located in the City of Scottsbluff, in Scotts Bluff County, Nebraska, described as follows: A tract of land which is approximately 0.34 acres located in Part of Block 1, Second Power Station Addition, in Section 26, Township 22 North, Range 55 West of the 6<sup>th</sup> P.M.; and

WHEREAS, City and Scottsbluff Solar LLC, are working together to build a solar array project in the City of Scottsbluff. Scottsbluff Solar LLC intends to apply for a REAP grant to USDA Rural Development to help finance the construction of the solar array; and

WHEREAS, subject to the terms and conditions contained herein, in the event that Scottsbluff Solar LLC notifies City that it has received the REAP grant, and/or is ready to build the solar array, NPPD agrees to offer to sell City the above-described tract of land so the solar array can be built by Scottsbluff Solar LLC.

NOW, THEREFORE, IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. City wants to perform an environmental study on the above-described parcel of land before City decides to purchase the land to build a solar array project, and NPPD agrees to pay for a Phase I Environmental Study of the parcel of land performed by Panhandle Geotechnical & Environmental in an amount not to exceed \$2,500.00.

2. In the event Panhandle Geotechnical & Environmental determines that a Phase II Environmental Study will be required, then NPPD, may in its sole discretion, determine that it will not be cost effective to build a solar array on NPPD's above-described parcel of land, and NPPD shall notify City that the above-described parcel of land is no longer offered for sale to City, and this Memorandum of Understanding shall become null and void.

3. Notwithstanding the provisions of Paragraph 2. above, in the event that a Phase II Environmental Study is not required by City, and in the event that Scottsbluff Solar LLC notifies City that they intend to proceed with the building of the solar array, NPPD agrees to offer to sell the above tract of land, and City agrees to purchase the tract of land and to execute an Agreement for the Sale of Real Estate, in accordance with terms and conditions similar to the Agreement for Sale of Real Estate attached hereto. City and NPPD agree to complete any negotiated terms that are not yet contained in the Agreement for Sale of Real Estate.

4. In the event the solar array is constructed, the power from the solar array will be sold exclusively to NPPD under a purchase power agreement.

5. In the event that the solar array project is not developed by City and Scottsbluff Solar LLC, and/or City no longer needs the real estate described above purchased from NPPD, City agrees to sell, and NPPD agrees to purchase the above described real estate at the same price that City pays NPPD for the purchase of the real estate.

IN WITNESS WHEREOF, the Parties have set their hands to this Memorandum of Understanding, the dates set out below.

NEBRASKA PUBLIC POWER DISTRICT

CITY OF SCOTTSBLUFF, NEBRASKA

By: \_\_\_\_\_  
Alan J. Beiermann

By: \_\_\_\_\_  
Randy Meininger

Title: Land Management Manager

Title: Mayor

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

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

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF PLATTE     )

Before me, a notary public qualified in said county, personally came Alan J. Beiermann, Land Management Manager, of Nebraska Public Power District, a corporation, known to me to be the officer and identical person who signed the foregoing instrument, and acknowledged the execution to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

Witness my hand and notarial seal on \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF SCOTTS BLUFF )

Before me, a notary public qualified in said county, personally came Randy Meininger, Mayor of the City of Scottsbluff, Nebraska, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution to be his voluntary act and deed.

Witness my hand and notarial seal on \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

## AGREEMENT FOR SALE OF REAL ESTATE

THIS AGREEMENT FOR SALE OF REAL ESTATE, hereinafter referred to as Agreement, is made by and between NEBRASKA PUBLIC POWER DISTRICT, a public corporation and political subdivision of the State of Nebraska and the successor in interest to Consumers Public Power District, hereinafter referred to as SELLER, and the City of Scottsbluff, Nebraska, a municipal corporation, hereinafter referred to as BUYER.

### RECITALS:

SELLER is the owner of a tract of land, located in the City of Scottsbluff in Scotts Bluff County, Nebraska, and described as follows:

A TRACT OF LAND WHICH IS APPROXIMATELY 0.34 ACRES LOCATED IN PART OF BLK 1, SECOND POWER STATION ADD, IN SECTION 26, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6<sup>TH</sup> P.M. IN SCOTTS BLUFF COUNTY NEBRASKA, HEREINAFTER REFERRED TO AS PREMISES OR REAL ESTATE.

(NOTE: Final acreage and legal description of the property being purchased will be determined by a survey to be completed at a later date.)

SELLER has agreed to sell the real estate to BUYER, and BUYER has agreed to purchase the same from SELLER, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and the Parties intending to be legally bound hereby, it is agreed between the Parties as follows:

1. CONSIDERATION: BUYER shall pay SELLER as full consideration an amount to be negotiated and agreed upon by both parties before this Agreement is executed by the parties.

2. CLOSING: Closing shall be at such time and place as the Parties shall mutually agree upon. The closing is subject to the approval of the sale of the real estate to BUYER by SELLER'S Board of Directors.

3. TAXES: It is understood by the Parties that said real estate has not been subject to taxation and there are no taxes on said premises to be paid by SELLER.

4. WARRANTIES: BUYER retained Panhandle Geotechnical & Environmental to examine and complete a Phase I Environmental Study on the premises, and BUYER acknowledges that BUYER has inspected the premises, and acknowledges that BUYER is purchasing the same subject to those inspections and not by reason of any representation of SELLER. BUYER is buying the premises on an AS IS, WHERE IS basis, WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, OF ANY KIND WHATSOEVER BY SELLER.

5. POSSESSION: SELLER shall give BUYER quiet and peaceable possession of the premises on the date of closing. All risk of loss or damage to the premises being sold hereunder shall remain on SELLER until the time of closing, and shall pass to BUYER at the time of closing.

6. ASSIGNMENT: BUYER shall not have the right to assign, transfer or sell BUYER'S interest in this Agreement without first obtaining the consent, in writing, of SELLER.

7. TITLE: BUYER shall obtain a policy of the title insurance on the premises and the cost of such policy shall be divided equally between BUYER and SELLER. Such title insurance commitment shall show good and merchantable title in SELLER, free and clear of all liens and encumbrances, subject, however, to public highways, easements of record, apparent easements, and all governmental rules and regulations.

Written notice of any easement, restriction or other matter affecting title to the premises that is unacceptable to BUYER shall be delivered to SELLER within two weeks from receipt of the title commitment or updated title commitment. Seller shall have a reasonable period, not exceeding thirty days, to cure any easement, restriction, or other matter unacceptable to BUYER. In the event SELLER elects not to cure any easement, restriction, or other matter unacceptable to BUYER, BUYER may declare this Agreement null and void.

8. DEED: SELLER shall prepare and execute a Corporation Quitclaim Deed of conveyance to BUYER, free and clear of all encumbrances, subject, however, to public highways, easements of record, apparent easements, and all governmental rules and regulations, and deliver the same to BUYER on the date of closing upon payment of the purchase price in a simultaneous transaction.

9. SELLER'S RIGHT TO REPURCHASE LAND: Seller understands that the premises are being purchased by BUYER so that BUYER can work with Scottsbluff Solar LLC to build a solar array in the City of Scottsbluff, in Scotts Bluff County, Nebraska. In the event that the solar array project is not developed by BUYER and Scottsbluff Solar LLC, and/or the BUYER no longer needs the above-described premises for a solar array, BUYER agrees to take all reasonable steps to restore the land, as nearly as possible, to the condition the land was in prior to the City performing any grading or alterations to the said tract of land. BUYER also agrees that it will sell and SELLER agrees to purchase the premises from BUYER at the same price that BUYER purchased the land from Seller under the terms of this Agreement.

10. COSTS: BUYER and SELLER shall pay their own attorney fees incurred in this sale.

11. SURVEY: The real estate sold hereby will be surveyed and filed by NPPD at a later date.

12. ENVIRONMENTAL ASSESSMENT: Notwithstanding the completion of a Phase I Environmental Study, BUYER agrees and understands that the premises are being purchased "AS IS", and BUYER acquires from SELLER all action, rights of action and/or cause of action



and assumes all liabilities incidental to and pertaining to the premises which is the subject matter of this Agreement.

13. NOTICE: All notices required herein shall be in writing, and shall be mailed to the following addresses:

SELLER: NEBRASKA PUBLIC POWER DISTRICT  
Attn: Ron Starzec  
PO Box 499  
Columbus, NE 68602-0499

BUYER: CITY OF SCOTTSBLUFF  
Attn: Cindy Dickenson/City Clerk  
2525 Circle Drive  
Scottsbluff, Nebraska 69361

With respect to all notices mailed, the date of postmark shall control.

14. DEFAULT: In the event either Party should default under the terms and conditions to be performed by that Party pursuant to this Agreement, the other Party shall have such rights and remedies as are allowed by law, including the rights of specific performance. The election or forfeiture of any one remedy shall not bar the election or cause the forfeiture of any other remedy.

15. SURVIVAL: All terms, conditions, representations and warranties of SELLER and BUYER in this Agreement shall survive the date of closing.

16. SEVERABILITY: In the event any provision of this Agreement is determined to be invalid or unenforceable for any reason, such determination shall not affect the remainder of this Agreement.

17. BINDER: This Agreement shall be binding upon the successors, assigns and legal representatives of the Parties hereto.

18. ENTIRETY: This Agreement constitutes the entire Agreement between the Parties, and any other Agreements between the Parties, unless reduced to writing and executed by the Parties, shall be null and void.

IN WITNESS WHEREOF, the Parties have set their hands to this Agreement the dates set out below.

[SIGNATURE PAGE WILL FOLLOW]

L22

PT BLK 1, SECOND POWER STATION  
CITY OF SCOTTSBLUFF SOLAR SITE

Page 3 of 4

SELLER:  
NEBRASKA PUBLIC POWER DISTRICT

By: \_\_\_\_\_  
Alan J. Beiermann

Title: Land Management Manager

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

BUYER:  
CITY OF SCOTTSBLUFF, NEBRASKA

By: \_\_\_\_\_  
Randy Meininger

Title: Mayor

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

STATE OF NEBRASKA        )  
COUNTY OF PLATTE        ) ss.

Before me, a notary public qualified in said county, personally came Alan J. Beiermann, Land Management Manager, of Nebraska Public Power District, a corporation, known to me to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal on \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA        )  
  ) ss.  
COUNTY OF SCOTTS BLUFF    )

Before me, a notary public qualified in said county, personally came Randy Meininger, Mayor of the City of Scottsbluff, Nebraska, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution to be his voluntary act and deed.

Witness my hand and notarial seal on \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

# **City of Scottsbluff, Nebraska**

**Monday, July 18, 2016**

**Regular Meeting**

## **Item Public Inp1**

**Council to consider a Community Festival Permit for The Stomping Ground dba SHOTS on 18th Street between Broadway and Avenue A, including street closures, vendors, and noise permit for the SHOTS Annual Street Party on August 13, 2016, from 7:00 p.m. to 1:00 a.m.**

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

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

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

1. The Stomping Ground DBA SHOTS  
(name of sponsoring organization)

1722 Broadway Scottsbluff NE 308-225-3433  
(street) (city) (state) (telephone number)

Chad Leeling 308-225-3433  
(chairperson responsible for event) (day telephone number)

2. Geno Balzer Dand G Entertainment  
(name of co-sponsoring organization)

1002 E 35th St Scottsbluff NE 308-641-2708  
(street) (city) (state) (telephone number)

Geno Balzer / Dan Ramirez  
(contact person) (day telephone number)

3. **Event Information**

SHOTS Annual Street Party  
(name of event)

Aug 13th 7<sup>PM</sup> - 1<sup>AM</sup>  
(date(s) of event) (time(s) of event)

18th St and Broadway  
(location of event)

4. **Activity Information**

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

3 DJs, Beer Garden, Stage, will have Security

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

5. **Street Closure**

18th St Between Broadway and Ave A  
Please note any streets to be closed and the times required for closure

6. **Flags/Banners/Signs**

7. **Carnivals - If event includes a carnival, the next sheet should be completed.**

8. Have you provided for a public liability insurance policy naming the City as additional insured? Yes yes No \_\_\_\_\_

Community Festival/Business Promotion

\$200,000 for one person  
\$500,000 for any one accident  
\$ 50,000 for injuries to property

Street Carnival

\$ 800,000 for one person  
\$2,000,000 for any one accident  
\$ 200,000 for injuries to property

9. Have you provided either a \$2,500.00 cash deposit or surety bond for clean up. (This will be returned after it is determined that no repairs or clean up is required by City).

Yes \_\_\_\_\_ No but can

I (We) agree to abide by all regulations as stated in the Scottsbluff Municipal code regulating this permit.

Dated: 7-1-16

Signed:

SHots  
(name of sponsoring organization)

[Signature]  
(signature of authorized representative of sponsoring organization)

[Signature]  
(name of co-sponsoring organization)

D and G Entertainment  
(signature of authorized representative of co-sponsoring organization)

# **City of Scottsbluff, Nebraska**

**Monday, July 18, 2016**

**Regular Meeting**

## **Item Public Inp2**

**Council to consider a Special Designated Liquor License for The stomping Ground dba SHOTS to serve beer at the Shots Annual Street Party on August 13, 2016, from 7:00 p.m. to 1:00 a.m.**

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

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

## 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-055441)

115464

## 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: The Stomping Ground OBA SHOTS  
ADDRESS: 1722 Broadway  
CITY Scottsbluff ZIP 69361

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

BUILDING NAME SHOTS  
ADDRESS: 1722 Broadway CITY Scottsbluff  
ZIP 69361 COUNTY and COUNTY # Scotts bluff 21

a. Is this location within the city/village limits? YES ☒ NO \_\_\_\_\_  
b. Is this location within the 150' of church, school, hospital or home  
for aged/indigent or for veterans and/or wives? YES ☒ NO \_\_\_\_\_  
c. Is this location within 300' of any university or college campus? YES ☒ NO \_\_\_\_\_

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

Date <u>8-13-16</u>	Date	Date	Date	Date	Date
<b>Hours</b> From <u>7 PM</u>	<b>Hours</b> From	<b>Hours</b> From	<b>Hours</b> From	<b>Hours</b> From	<b>Hours</b> From
To <u>1 AM</u>	To	To	To	To	To

a. Alternate date: \_\_\_\_\_

b. Alternate location: \_\_\_\_\_  
(Alternate date or location must be specified in local approval)

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

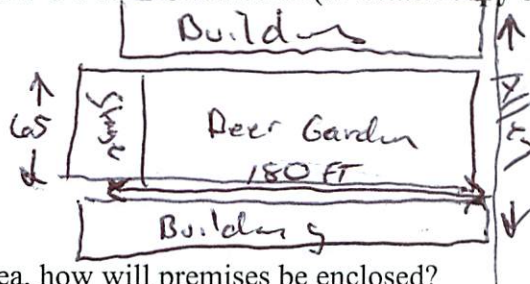
Dance ☒ Reception \_\_\_\_\_ Fund Raiser \_\_\_\_\_ Beer Garden ☒ Sampling/Tasting \_\_\_\_\_  
Other \_\_\_\_\_

6. Description of area to be licensed

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

\*Outdoor area dimensions of area to be covered **IN FEET** 180 FT x 65

\***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? 900

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)

Will Have to Enter Through Bar where Id will be checked  
Security will be All around Gates and In Garden

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

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



10. Where will you be purchasing your alcohol?

Wholesaler \_\_\_\_ Retailer X Both \_\_\_\_ BYO \_\_\_\_  
(Includes wineries)

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

If so, describe activity \_\_\_\_\_

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

12. Any other information or requests for exemptions: \_\_\_\_\_

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

Print name of Event Supervisor Chad Leeling

Signature of Event Supervisor 

Event Supervisor phone: Before 308-225-3433 During 308-225-3433

Email address Chad.Leeling@yahoo.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

Owner  
Title

7-1-16  
Date

Chad Leeling  
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.

**MEMORANDUM**

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**TO:** Nathan Johnson, City Manager  
**FROM:** Kevin Spencer, Chief of Police  
**CC:** Cindy Dickinson, City Clerk  
**DATE:** July 13, 2016  
**RE:** Request for a Special Designated License (SDL) – The Stomping  
Ground dba/ SHOTS 1722 Broadway Scottsbluff, NE

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In regards to SHOTS request for a Special Designated License for August 13, 2016 from 07:00 pm to August 14, 2016 01:00 am for a "street party." There will be sufficient law enforcement officers on duty to handle regular patrol duties in the city and to respond to the event if needed. This is the first time SHOTS has applied for any event of this type. In giving this careful consideration I do not anticipate a problem given the cooperation by SHOTS staff in their normal day to day operations. Since their opening they have been quick to report problems and very cooperative in their investigations.

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

  
Kevin Spencer  
Chief of Police

# **City of Scottsbluff, Nebraska**

**Monday, July 18, 2016**

**Regular Meeting**

## **Item Subdiv.1**

**Council to consider a License Agreement with The Eating Establishment-Scottsbluff, Inc. for the use of City right-of-way for landscaping, and authorize the Mayor to execute the agreement.**

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

# Agenda Statement

Item No.

For meeting of: July 18, 2016

**AGENDA TITLE:** Council to consider License Agreement with The Eating Establishment-Scottsbluff, Inc. for the use of City right-of-way for landscaping

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

**PRESENTATION BY:**

**SUMMARY EXPLANATION:** City Code section 20-6-1 allows for private entities to use public right-of-way under the guidelines of certain approved rules and regulations (attached). Under section 5 of the Rules and Regulations, private businesses can make permanent changes to the public right-of-way (ROW) as long as it meets certain standards and a license agreement is in place for the use of that ROW.

The Eating Establishment-Scottsbluff, Inc (Runza) has proposed a license agreement in which they would utilize the ROW along 19<sup>th</sup> Street between Broadway and 1<sup>st</sup> Ave for landscaping. They would pay to have the sidewalk redone and landscaping installed (see attached plan) and would then be responsible for ongoing maintenance. The landscaping would be of a similar style to what is proposed in the Downtown Master Plan. This project would beautify 19<sup>th</sup> Street, improving the Downtown at no cost to the City.

**BOARD/COMMISSION RECOMMENDATION:** N/A

**STAFF RECOMMENDATION:** Staff recommends approval of the agreement.

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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

## **(a) GENERAL PROVISIONS**

### **20-6-1. Use of Right-of-Way; permission required; Obstructing; prohibited; nuisance.**

It shall be unlawful for any person, firm or corporation to use city right-of-way, or to place in or upon any right-of-way, street, alley, sidewalk or municipal parking lot of the city any substance or thing obstructing or encroaching upon such right-of-way, street, alley or sidewalk, or to obstruct the same in any manner whatsoever, without first obtaining permission to do so. An application for such permit, along with any fee required under this Code, shall be delivered to the Planning and Development Department. A Planning and Development Official will review the application as well as the rules and regulations governing the use of any right-of-way, street, alley, sidewalk or municipal parking lot and, if it appears to the Planning and Development Official that the proposed use complies with all rules and regulations, and that the public safety, convenience and welfare will not be adversely affected, the Planning and Development Official will issue a permit to the applicant. The permit shall be valid for one calendar year, beginning on January 1<sup>st</sup> of each year and expiring on December 31<sup>st</sup> of each year. Any permit issued by the Planning and Development Official shall be subject to the condition that the permit may be revoked at any time the Official finds that public safety, convenience and welfare would be enhanced by the revocation of such permit. If the Planning and development Official grants the application, the applicant shall be given a written permit signed by the Planning and Development Official. Such permit shall state in writing that it may be revoked at any time the Planning and Development Official finds that public safety, convenience and welfare will be enhanced by the revocation of the permit. If the Official has imposed conditions on the granting of the permit, such conditions shall be specified in the permit. Any use of the city right-of-way or any obstruction or encroachment upon any street, alley, sidewalk or municipal parking lot in the City without having obtained a permit as provided in this section or as otherwise provided in this Chapter shall be deemed a nuisance.

## **(b) SIDEWALKS**

### **20-6-15. Other objects, materials.**

No person, firm or corporation shall place or maintain or, having placed or maintained, shall suffer to remain, on the right-of-way of any public street, or in any alley, any vehicle, machinery, equipment or structure, or any part thereof, or any material, except pursuant to a permit issued by a Planning and Development Official. Provided, this section shall not apply:

- (1) to properly licensed motor vehicles operated or temporarily parked on the traveled part of the street adjacent to the curb or, if there be no curb, adjacent to the side of the street, or operated or temporarily parked in an alley, or to trailers while attached to such a motor vehicle, or
- (2) to improvements permitted under Article 4 of this Chapter.

### **22-6-1. Diagonal parking; where; marking.**

The parking areas on the following parts of streets shall be marked as diagonal parking at an angle of thirty (30°) degrees with the curb so that the right front wheel of the vehicle parked therein shall be next to the curb:

- (1) On Broadway Avenue between 15th Street and 20th Street.
- (2) On the east side of Fourth Avenue between 19<sup>th</sup> Street and 20<sup>th</sup> Street.

Such parking places shall be marked with white lines.

**25-6-25. Placards; signs; bills; posting; printing; painting; prohibited.**

It is hereby declared unlawful for any person, firm or corporation to post, print, paint, or in any other manner place upon any sidewalk, crossing or crosswalk or other way or passage for the use of pedestrians or upon any pavement in any street or alley in the City any placard, sign, advertisement, display bill, letter or kindred matter of any kind or description, unless permitted by a Planning and Development Official pursuant to section 20-6-1 of this Code.

**6-6-35. Use of right-of-way of sidewalks, streets for carnivals, bazaars, or the sale of merchandise.**

When applying for a permit to use the right-of-way for sidewalks or streets for the sale of merchandise, or for any activity allowed by this code, including those activities described in section 20-6-52, the applicant must pay the following fee:

Right-of-way permit to use sidewalks. . . . .	50.00
Permit to operate one of the activities described in Section 20-6-52 . . . . .	25.00
Sale of merchandise on public right-of-way . . . . .	25.00

**(f) FOUR-LANE STREETS**

**22-2-66. Four-lane streets; designated; marking.**

The following parts of streets are hereby made and declared to be four-lane streets, and shall have two (2) contiguous lanes for traffic moving in each direction:

- (1) Broadway Avenue, except between West Overland Drive and 20<sup>th</sup> Street,
- (2) Avenue B, between South Beltline Highway and 8th Street, and between 27th Street and 42nd Street,
- (3) South Beltline Highway, between 1<sup>st</sup> Avenue and Avenue I,
- (4) East Overland Drive,
- (5) 27th Street, between Avenue I and 5th Avenue,
- (6) Avenue I between West Overland and the South Beltline Highway,
- (7) Avenue I between West 27<sup>th</sup> Street and U.S. Highway 26, and
- (8) 21st Avenue between U.S. Highway No. 26 and East Overland.

A double yellow line shall be painted along approximately the center of each such part of a street, except where there are traffic islands. A white line shall be painted between the contiguous lanes for traffic moving in the same direction.

**22-2-58. Near schools; limit.**

It shall be unlawful for the driver of any vehicle, when passing premises on which elementary or middle school buildings are located and which are used for school purposes, during school recess or while children are going to and from school during opening or closing hours, to drive the vehicle past the premises at a rate of speed in excess of fifteen (15) miles per hour.

**RULES AND REGULATIONS FOR APPLICATIONS  
AND PERMITS FOR THE USE OF RIGHT-OF-WAY  
IN THE CITY OF SCOTTSBLUFF**

These rules and regulations shall apply to all City owned lands and public rights-of-way, sidewalks, streets, alleys, and parking lots ("lands or right-of-way") located within the City of Scottsbluff ("City").

**1. Definitions.**

As used in these regulations, the following terms shall mean:

**Sandwich board sign.** Shall mean any portable sandwich board, hinged signed or other stand-alone sign intended for use upon any public sidewalks, alleys, streets or lands other right-of-way in the City.

**Sidewalk.** Shall mean any public sidewalk, right-of-way or land located within or directly abutting a City street, but shall not include any portion of a street, alley or public parking lot used for vehicular traffic and/or parking.

**Store front.** Shall mean a single tract of commercial property fronting upon a sidewalk. In the case of a corner property which contains more than one business establishment, one private usage will be allowed for each business.

**2. Sidewalk displays.**

(A) The following types of sidewalk displays shall be allowed:

1. Park benches usable by the public of a historic style or such style as is compatible with the identity and theme of the area in which it is located.
2. Decorative plants and planters. Decorative plants and planters may not be used for advertising.

(B) Sidewalk displays shall comply with the following conditions:

1. The area of private display usage must be on the sidewalk, immediately adjacent to the store front and shall not block or impede access to or from doors, emergency exits or fire escapes.
2. Displays must allow a clear sidewalk with not less than five (5) feet for pedestrians between the sidewalk display and any other impediment near the curb side of the sidewalk.

3. Displays, whether in one or more parts, shall be limited to a total length of not greater than ten (10) feet and a total square footage of not greater than thirty (30) square feet, for any single store front.
4. No part of any display may exceed a total height of forty-eight (48) inches.

(C) No sidewalk display may be placed on any sidewalk prior to issuance of a permit in conformity with the following:

1. An application for a permit must be filed with the Planning and Development Department ("Department"), using a form provided by the Department.
2. The application must be reviewed and approved by an Official of the Department.
3. Upon approval of the application and payment of the applicable fees, as are established from time to time by the City in its Municipal Code, the permit shall be issued to the applicant.
4. The permit issued pursuant to these rules and regulations shall remain in full force and effect until 11:59 p.m. on December 31 following the date of issuance.

### **3. Sidewalk Sandwich board sign permit.**

(A) The following types of sidewalk Sandwich board signs may be allowed within the City:

1. Sandwich board signs may be used, subject to design review and approval by the Department of the City.
2. No walking Sandwich board signs are allowed.

(B) Sandwich board signs shall comply with the following conditions:

1. Sandwich board signs may be displayed only during the open hours of the business to which the sign advertises.
2. The Sandwich board sign must be located within the three (3) foot width of sidewalk immediately adjacent to the store front of which the sign advertises and must allow a clear sidewalk width of not less than five (5) feet for pedestrians between the Sandwich board sign and any other impediment near the curb side of the sidewalk.
3. Sandwich board signs shall be limited to a maximum height of forty-eight (48) inches and a maximum width of thirty-six (36) inches in order to maintain visibility for pedestrians.
4. Only one Sandwich board sign is allowable per store front.



(C) No Sandwich board sign may be placed on any sidewalk prior to the issuance of a permit in conformity with the following:

1. An application for a permit, including a photo or detailed drawing of the Sandwich board, must be filed with the Department, using a form provided by the Department.
2. The application shall be reviewed and approved by an Official of the Department.
3. Upon approval of the application and payment of applicable fees, as established by the City, the permit shall be issued to the applicant.
4. A permit issued pursuant to this subsection shall remain in full force and effect until 11:59 p.m. on December 31 following the date of issuance.

#### **4. Sidewalk cafes**

(A) The following types of sidewalk cafes may be allowed:

1. All sidewalk cafes shall function in conjunction with and adjacent to an operating restaurant or coffee shop and shall not exceed the width of the restaurant or coffee shop store front.
2. Sidewalk cafes may be bordered with removable bollards with connecting ropes or chains to define the perimeter; however, bollards, ropes, chains, tables, storage units, and any other equipment and furnishings must be removable and stored in a manner that will not impede pedestrians or their movement on the sidewalk, as determined solely by an Official of the Department.
3. All sidewalk cafes shall have and maintain at all times, in full force and effect, all applicable health, food and drink permits and all licences required by law.

(B) Sidewalk cafes shall comply with the following conditions:

1. Sidewalk cafes may occupy only the area of private usage on the sidewalk immediately adjacent to the store front to allow for safe pedestrian travel and as set forth by the City in the application for a permit.
2. The owner and/or operator of a sidewalk café is responsible for maintaining a clean sidewalk café area during business hours and at the close of each operating business day.
3. Sidewalk cafes must allow a clear sidewalk width of not less than five (5) feet for pedestrians between the perimeter of the sidewalk café area and any other impediment near the curb side of the sidewalk.

4. Sidewalk café and furniture must be removable, durable and attractive and may be stored in the café area outside of operating hours if it is stored so that it does not impede pedestrians and does not appear unkept or become a nuisance.
5. Sidewalk cafes must file and maintain at all times during operation on sidewalks, proof of liability insurance with the Department in an amount of not less than one million (\$1,000,000) per person per occurrence.

(C) No sidewalk café may be operated or located on any sidewalk prior to issuance of a permit in conformity with the following:

1. The application for a permit must be filed with the Department, using a form provided by the Department.
2. The application shall be reviewed and approved by an Official of the Department, in conjunction with the Scottsbluff Fire Department and Scottsbluff Police Department.
3. Upon approval of the application and payment of applicable fees, as are established by the City, the permit shall be issued to the applicant. The fee shall not be subject to proration or refund irrespective of the date of issuance or surrender.
4. The permit issued pursuant to this subsection shall remain in full force and effect until 11:59 p.m. on December 31 following the date of issuance.

#### **5. License Agreement for permanent fixtures.**

(A) In the event any person obtains a permit to occupy or obstruct any portion of any street, alley, sidewalk, easement, or other public right-of-way or lands owned by or under the control of the City, if that use will require placement of fixtures permanently attached to the lands or right-of-way, that person must, in addition to securing a right-of-way permit, agree to enter into a license agreement and pay a processing fee in accordance with the City's fee schedule, which fee shall not be refundable. The procedure for application and review of the request for a license agreement shall be as follows:

1. An applicant or their agent shall file an application and processing fee shall be paid to an Official of the Department on forms to be provided by the City.
2. An Official of the Department shall review the information provided on the application and shall distribute copies of said application to such departments and agencies within the City as may have an interest in or be affected by the proposed use set out in the application for review, and/or recommendations.
3. The application for license agreement shall be approved, unless a department or agency of the City finds that the proposed use and permanent fixtures violates any federal, state or local statute, regulation, ordinance, code, rule, regulation, or policy

or impedes, impairs, diminishes the use of the lands or right-of-way of the City, the public or other person which has a lawful right to and/or occupy said lands or right-of-way.

(B) An Official of the Department, upon receipt of comments and/or recommendations from the aforementioned departments and agencies may approve or disapprove, in whole or in part, an application for license agreement to place fixtures permanently on City lands or right-of-way. The Official of the Department may specify such conditions and terms to be included in the requested license agreement as are necessary and prudent to protect the interest of the City, public, or any person which has a lawful right to use and/or occupy the lands or right-of-way. The Official shall inform the applicant or their agent in writing on any decision disapproving in whole or in part the application for license agreement, said decision to be sent to the address shown on the application.

(C) In the event an application submitted under (A) above is disapproved in whole or in part, the applicant, within fifteen (15) days of the date of the decision by the Official of the Department, may request that the application be placed on the agenda at a regular meeting of the City Council for review and final decision. The request for review shall be made in writing and filed with the Department, along with the appeal fee set out in the City's fee schedule.

(D) This shall not apply to personal property which is not affixed or attached to any real estate except movable buildings or structures.

(E) An owner of an underground sprinkling system encroaching into the public right-of-way on any improvement project that is to receive Federal Transportation funds shall obtain a license agreement subject to the requirements pursuant to these rules and regulations. A processing fee is not required for a license agreement for underground sprinkling systems encroaching into lands or public right-of-way so long as it is in connection with Federal Transportation funded projects.

(F) Underground vault spaces under public sidewalks or buildings constructed prior to 1975, within the City, are maintain solely at the sufferance of the City. The City reserves the authority to require structural upgrades or removal if it is in the interest of public safety.

(G) Any occupancy of lands or public right-of-way granted by the City under this section shall be at the pleasure of the City and shall be limited to the uses or occupancy set forth in these rules and regulations.

(H) All license agreements shall provide:

1. That such use or occupancy is at the licensee's sole risk;
2. The licensee shall waive any claim for damages against the City, its officials, employees, agents and contractors for any damage or injury that may result to the licensee's property within the area occupied pursuant to said license agreement;

3. The licensee shall indemnify and hold the City harmless from and against any and all loss or damage, and any and all claims, demands, suits, liabilities and payments and contract or tort, penal or otherwise, resulting from or in connection with the use or occupancy of lands and public right-of-way pursuant to said license agreement;
4. That such use or occupancy is at the pleasure of the City and may be revoked at any time;
5. Such other conditions as the City deems necessary to protect the interests of the City and the general public's use of the public right-of-way.

#### **6. Suspension or termination of permit.**

(A) Any Planning and Development Official may suspend or terminate the permit of any permit holder found to be in violation of any provision of the Scottsbluff Municipal Code or these Rules and Regulations with respect to the permit holder's use and/or occupancy of any part of the right-of-ways, sidewalks, streets, alleys or parking lots within the City.

(B) The Planning and Development Official shall deliver a notice of suspension or termination of permit to the permit holder which states the basis for and evidence underlying the termination or suspension.

(C) Any Planning and Development Official may suspend the permit of any permit holder for not less than one (1) day nor more than seven (7) days for violations. Upon termination of a permit, the permit holder may not reapply for a new permit until after December 31 following the date of issuance of the revoked permit.

(D) Any permit holder aggrieved by suspension or termination of said permit may request a hearing before the City Council at its next regularly scheduled meeting; provided, said request is filed in writing with the Department not less than four (4) business days prior to said meeting.

1. The hearing shall be conducted informally. The permit holder and the Planning and Development Official may present oral or written statements of evidence supporting or opposing the suspension or termination of the permit to the City Council. Presentations by each participant shall be limited to a total time of thirty (30) minutes or less.
2. Upon conclusion of the hearing, the City Council may reverse, modify or affirm the decision of the Planning and Development Official. Written notice of the determination of the City Council shall be given to the permit holder either personally or sent by United States Mail to the address listed on the permit application.

## LICENSE AGREEMENT

This License Agreement ("Agreement") is made by and between the City of Scottsbluff, Nebraska, a Municipal Corporation, hereinafter referred to as "Licensor", and \_\_\_\_\_, hereinafter referred to as "Licensee".

1. Purpose. The purpose of this Agreement is to set forth the terms and conditions under which the Licensee may construct, maintain, repair, and utilize the following described improvement which will infringe upon real estate owned by the Licensor:

To install a sidewalk café enclosed with a three foot tall wrought iron railing system. Licensee must maintain five feet of access for pedestrian walkway from any obstruction, such as posts, tree grades, or flange plates. An 8' vertical clearance above the walkway must be maintained. This Agreement shall pertain to only the area in front of the property at \_\_\_\_\_.

2. Description of Real Estate. The Licensee owns the following described real estate adjacent to Licensor's real estate to which this Agreement shall apply:

3. Duties and Risks. It is understood and agreed that the Licensee may construct, maintain, repair, and utilize the above described improvement at the Licensee's sole risk. The Licensee hereby waives any claim for damages against the Licensor, its officers, employees, agents, and independent contractors, for any damage or injury that might result to said improvement. If the Licensor, in its sole discretion, determines that any part or all of the improvement must be removed or is damaged by the Licensor, its employees, agents or independent contractors working for Licensor during the course of their employment or duties with the Licensor, Licensee agrees to assume and pay all costs

relating to the replacement or repair of the improvement. The Licensee indemnifies and holds the City harmless from and against all claims arising out of the use or occupancy allowed under this Agreement.

4. Existing Utilities. The Licensee is responsible for locating and coordinating original construction and future maintenance work on the described improvement. No excavation work will be permitted in the area of underground utility facilities until all such facilities have been located and identified to the satisfaction of all parties. The excavation must be done with care in order to avoid any possibility of damage to the utility facility. The Licensee shall be responsible for any and all damage.

5. Restoration of Property. If the construction or maintenance of the improvement identified in paragraph 1 above requires the excavation of earth, removal of hard surfacing, grass, vegetation, landscaping, or any other disruption of the service of the public right-of-way or neighboring property, the Licensee shall restore the surface of the area to the same condition as it existed immediately prior to the Licensee's work in the area.

6. Effective. This License Agreement shall take effect on the date it is executed by the Mayor of the City of Scottsbluff as dated below. It shall continue for an indefinite term or until such time as it is terminated as provided hereinafter.

7. Termination. This Agreement shall terminate upon one or more of the following occurrences:

- (a) The service of written notice of intention to terminate by Licensee and the removal of any improvements infringing upon the City's lands or right-of-way.
- (b) The Licensee's application for a permit to occupy right-of-way, has expired.
- (c) The Licensee's construction or installation of any structure and improvement of any nature upon the real estate owned by the Licensor except that described in paragraph 1 above, or the Licensee's failure to apply for and obtain a permit to alter or make improvement to its property.
- (d) The City may revoke this Agreement at any time.
- (e) Upon the termination of this Agreement, the Licensee shall be required, and hereby agrees, to remove any improvements or fixtures from the Licensor's real estate at its own expense and without cost to the Licensor. Said removal shall occur no later than thirty (30) days after receipt of the notice of intention to terminate or of any occurrences set forth in this paragraph. Should the Licensee fail to do so, the Licensor may remove or cause the removal of any improvements or fixtures from the Licensor's real estate and the Licensee agrees to reimburse the Licensor for all of its costs.

8. Assigns. This Agreement shall be binding upon the parties hereto, their successors and assigns.

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties notwithstanding any oral or written agreements to the contrary. This License Agreement shall be amended only in writing and executed by all parties.

10. Law. This Agreement shall be construed in accordance with the laws of the State of Nebraska and the City of Scottsbluff, Nebraska.

Dated: \_\_\_\_\_

CITY OF SCOTTSBLUFF, a  
Municipal Corporation, Licensor,

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

Attest:

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

\_\_\_\_\_  
Licensee

State of Nebraska, Scotts Bluff County:

This License Agreement was acknowledged before me on \_\_\_\_\_, 2014, by  
Randy Meininger, Mayor of the City of Scottsbluff, Nebraska, Licensor.

\_\_\_\_\_  
Notary Public

State of Nebraska, Scotts Bluff County:

This License Agreement was acknowledged before me on \_\_\_\_\_, 2014, by  
\_\_\_\_\_, Licensee.

\_\_\_\_\_  
Notary Public

## LICENSE AGREEMENT

This License Agreement ("Agreement") is made by and between the City of Scottsbluff, Nebraska, a Municipal Corporation, hereinafter referred to as "Licensor", and The Eating Establishment-Scottsbluff, Inc., a Nebraska corporation, hereinafter referred to as "Licensee".

1. Purpose. The purpose of this Agreement is to set forth the terms and conditions under which the Licensee may construct, maintain, repair, and utilize the following described improvement which will infringe upon real estate owned by the Licensor:

To install a new sidewalk with landscaping along and within the Licensor's right-of-way along the north side of the real estate ("improvement"). Licensee shall maintain at least five (5) feet of access for pedestrian walkway and from any obstructions such as posts, tree grades or flange plates. An eight (8) foot vertical clearance above the walk way must be maintained. This Agreement shall only pertain to the area between Broadway Street and First Avenue on the south side of 19<sup>th</sup> Street.

Licensee agrees to construct, maintain and repair all aspects of the improvement installed at no cost to the Licensor.

2. Description of Real Estate. The Licensee owns the following described real estate adjacent to Licensor's real estate to which this Agreement shall apply:

Lot One (1), Block Three (3), Seventh Addition to the City of Scottsbluff and Lots One (1) and Two (2), Main Street Addition to the City of Scottsbluff, all in Scotts Bluff County, Nebraska.

More commonly known as 1823 Broadway, Scottsbluff, Nebraska.



3. Duties and Risks. It is understood and agreed that the Licensee may construct, maintain, repair, and utilize the above described improvement at the Licensee's sole risk. The Licensee waives any claim for damages against the Licensor, its officers, employees, agents, and independent contractors, for any damage or injury that might result to said improvement. If the Licensor, in its sole discretion, determines that any part or all of the improvement must be removed or is damaged by the Licensor, its employees, agents or independent contractors working for Licensor during the course of their employment or duties with the Licensor, Licensee agrees to assume and pay all costs relating to the replacement or repair of the improvement. The Licensee indemnifies and holds the City harmless from and against all claims arising out of the use or occupancy allowed under this Agreement.

4. Existing Utilities. The Licensee is responsible for locating and coordinating original construction and future maintenance work on the described improvement. No excavation work will be permitted in the area of underground utility facilities until all such facilities have been located and identified to the satisfaction of all parties. The excavation must be done with care in order to avoid any possibility of damage to the utility facility. The Licensee shall be responsible for any and all damage.

5. Restoration of Property. If the construction or maintenance of the improvement identified in paragraph 1 above requires the excavation of earth, removal of hard surfacing, grass, vegetation, landscaping, or any other disruption of the service of the public right-of-way or neighboring property, the Licensee shall restore the surface of the area to the same condition as it existed immediately prior to the Licensee's work in the area.

6. Effective. This License Agreement shall take effect on the date it is executed by the Mayor of the City of Scottsbluff as dated below. It shall continue for an indefinite term or until such time as it is terminated as provided hereinafter.

7. Termination. This Agreement shall terminate upon one or more of the following occurrences:

- (a) The service of written notice of intention to terminate by Licensee and the removal of any improvements infringing upon the City's lands or right-of-way.
- (b) The Licensee's application for a permit to occupy right-of-way, has expired.
- (c) The Licensee's construction or installation of any structure and improvement of any nature upon the real estate owned by the Licensor except that described in paragraph 1 above, or the Licensee's failure to apply for and obtain a permit to alter or make improvement to its property.
- (d) The City may revoke this Agreement at any time.

- (e) Upon the termination of this Agreement, the Licensee shall be required, and agrees, to remove any improvements or fixtures from the Licensor's real estate at its own expense and without cost to the Licensor. Said removal shall occur no later than thirty (30) days after receipt of the notice of intention to terminate or of any occurrences set forth in this paragraph. Should the Licensee fail to do so, the Licensor may remove or cause the removal of any improvements or fixtures from the Licensor's real estate and the Licensee agrees to reimburse the Licensor for all of its costs.

8. Assigns. This Agreement shall be binding upon the parties hereto, their successors and assigns.

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties notwithstanding any oral or written agreements to the contrary. This License Agreement shall be amended only in writing and executed by all parties.

10. Law. This Agreement shall be construed in accordance with the laws of the State of Nebraska and the City of Scottsbluff, Nebraska.

Dated: \_\_\_\_\_

CITY OF SCOTTSBLUFF, a  
Municipal Corporation, Licensor,

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

Attest:

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

The Eating Establishment-Scottsbluff, Inc.,  
a Nebraska corporation, Licensee

By \_\_\_\_\_  
Neal Blomenkamp, President

State of Nebraska, Scotts Bluff County:

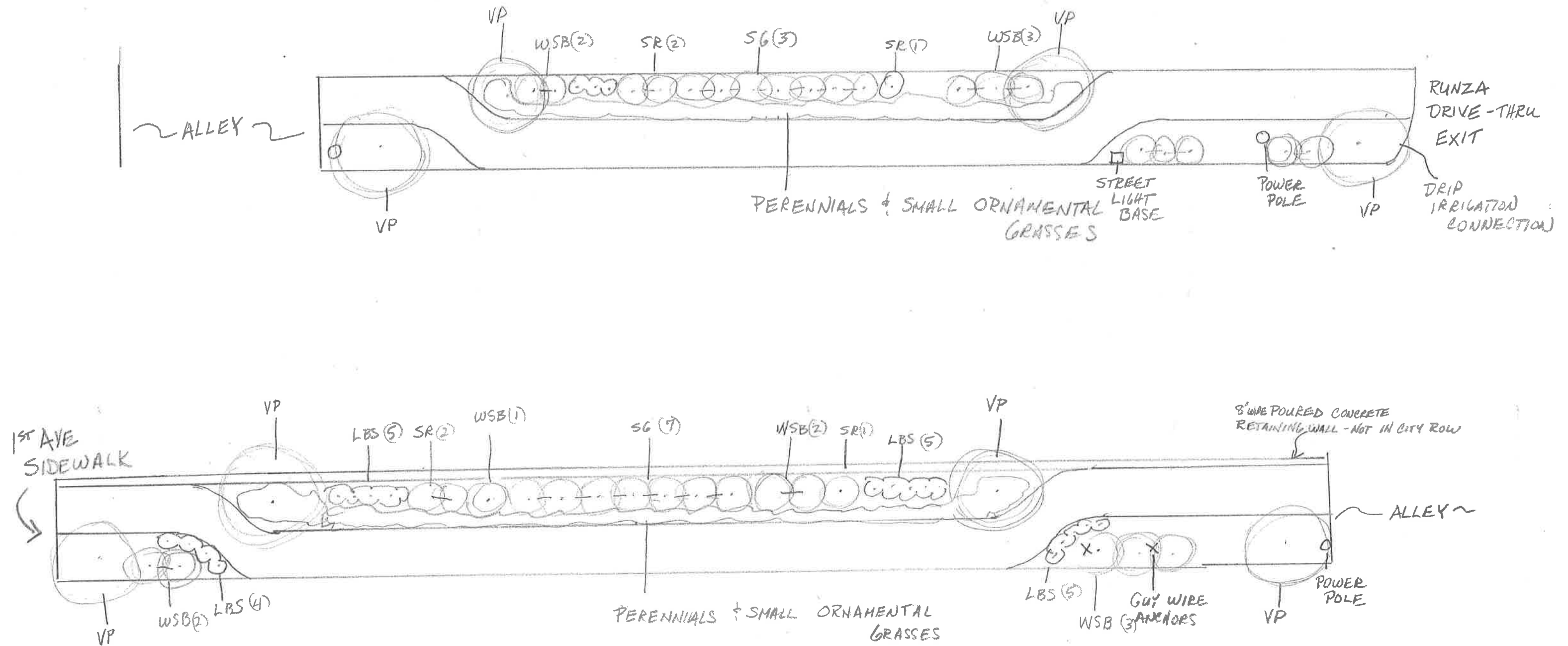
This License Agreement was acknowledged before me on \_\_\_\_\_, 2016,  
by Randy Meininger, Mayor of the City of Scottsbluff, Nebraska, Licensor.

\_\_\_\_\_  
Notary Public

State of Nebraska, Scotts Bluff County:

This License Agreement was acknowledged before me on \_\_\_\_\_, 2016,  
by Neal Blomenkamp as President of The Eating Establishment-Scottsbluff, Inc., a  
Nebraska corporation, for and on behalf of the corporation, Licensee.

\_\_\_\_\_  
Notary Public



PROPOSED RUNZA 19<sup>TH</sup> STREET STREETScape

SCALE 1"=10'

# **City of Scottsbluff, Nebraska**

**Monday, July 18, 2016**

**Regular Meeting**

## **Item Resolut.1**

**Council to consider an Ordinance approving the sale of approximately 39.22 acres of city-owned property in Immigrant Trail Subdivision to Samuel G. Adams.**

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

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

**AN ORDINANCE AUTHORIZING THE SALE OF LOT 2, BLOCK 6, IMMIGRANT TRAIL SUBDIVISION, 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 2, Block 6, Immigrant Trail Subdivision, a Replat of Block 6, Immigrant Subdivision and part of Lot 2, Block 1, Second Immigrant Trail Subdivision, Scotts Bluff County, Nebraska.

Section 2. An offer has been made by Samuel G. Adams to purchase this real estate for \$215,000.00. 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 and spouse, on the following terms:

- a. The purchase price shall be \$215,000.00, 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 November 30, 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 \_\_\_\_\_, 2016.

\_\_\_\_\_  
Mayor

ATTEST:

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

(Seal)

Approved as to form:

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

# **City of Scottsbluff, Nebraska**

**Monday, July 18, 2016**

**Regular Meeting**

## **Item Resolut.2**

**Council to consider the contract selling approximately 39.22 acres of city-owned property in Immigrant Trail Subdivision to Samuel G. Adams in the amount of \$215,000.00 and authorize the Mayor to execute the contract.**

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

## **AGREEMENT**

This Agreement is made on July \_\_, 2016 between the City of Scottsbluff, Nebraska, a Municipal Corporation, (the "Seller") and Samuel G. Adams, a married person, (the "Buyer").

### **Recitals:**

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

Lot 2, Block 6, Immigrant Trail Subdivision a Replat of Block 6, Immigrant Trail Subdivision and part of Lot 2, Block 1, Second Immigrant Trail Subdivision, Scotts Bluff County, Nebraska, containing approximately 39.22 acres, more or less.

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

### **Agreement:**

#### **1. Purchase Price:**

The Purchase Price shall be \$215,000.00, payable as follows:

- a. \$ 1,000.00 as a down payment payable at the time of signing this Agreement (the "Down Payment"). The Down Payment shall be paid to the Closing Agent and held until closing, at which it shall be applied to the Purchase Price or until termination of this Agreement at which time it shall be returned to the Buyer.
- b. The balance of \$214,000.00 shall be paid at Closing in cash or cash equivalent.

#### **2. Closing and Possession:**

Possession shall be delivered to the Buyer at the time of closing (the "Closing"). The Closing shall take place within thirty (30) days after the expiration of time for filing a remonstrance against the sale, but in no event shall the closing be later than November 30,



2016 . At the Closing, the Seller shall deliver to the Buyer a Warranty Deed free and clear of all liens and encumbrances, excepting easements, restrictions, reservations, rights-of-way of record and subject to standard exceptions in the title insurance policy.

**3. Evidence of Title:**

Prior to the Closing, the Seller shall furnish to the Buyer a title insurance commitment binder showing that the Seller has merchantable title to the Real Estate. The Seller shall have a reasonable time to correct any defects and, if necessary, the Closing shall be delayed accordingly. If it is impossible to perfect title or if defects exist which will require court action or an unreasonable expense or time to cure, the Buyer or Seller shall have the option to terminate this Agreement upon written notice to the other party. In the event the either party elects to terminate this Agreement, the Down Payment shall be returned to the Buyer.

**4. Taxes:**

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

**5. Risk of Loss:**

Risk of loss for any and all improvements, if any, to the Real Estate shall remain with the Seller until the Closing.

**6. Inspection and Disclosures:**

The Buyer has personally inspected the Real Estate and is entering into this Agreement based on that inspection and not on any representations or warranties, express or implied, made by the Seller. The Buyer is purchasing the Real Estate "AS IS".

**7. Conditional Agreement:**

This Agreement and the Closing are conditional upon no remonstrance against the sale being filed. If a valid remonstrance is filed, the Closing shall not take place and the Down Payment shall be returned to the Buyer. The Buyer acknowledges the Seller is required to

pass an Ordinance, provide Notice and publish terms of this Agreement prior to the time the parties are able to close this Agreement.

**8. Buyer's Agreement:**

Buyer agrees, and the Seller is expressly relying upon the Buyer agreeing to abide with the Declaration of Covenants and Restrictions for Immigrant Trail Subdivision recorded as Instrument #2005-7805 in the records of the Scotts Bluff County Register of Deeds Office. Buyer agrees not participate in or commence any Amendments to the declarations as set forth in Section 14.6 until the 20 year term expires as set forth in Section 14.7.

In addition, Buyer agrees to use it best efforts to develop the Real Estate and so do in a reasonable and timely fashion.

**9. Seller's Representations:**

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

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

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

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

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

**10. Expenses of Sale:**

The cost of the preparation of this Agreement shall be paid by Seller. Both parties shall equally divide the cost to prepare the Warranty Deed along with the cost of closing,

including preparing the closing statement, and the cost of any owner's title insurance coverage. The cost of the documentary stamp tax, if any, shall be paid by the Seller. Buyer shall pay any fee to which a realtor may be entitled as a result of this Agreement.

**11. Default:**

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

**12. General Provisions:**

- a. This Agreement shall not be assignable by either party.
- b. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns; provided, however, no assignment of all or any portion of this Agreement shall relieve any party of its obligations under this Agreement.
- c. No waiver of any breach of any provision of this Agreement will be deemed a waiver of any other breach of this Agreement. No extension of time for performance of any act will be deemed an extension of the time for performance of any other act.
- d. This Agreement may be executed in one or more counterparts, each of which may be considered as an original.
- e. This Agreement shall be construed according to the laws of Nebraska.
- f. This Agreement contains the entire agreement of the Parties. This Agreement may be amended only in writing signed by all parties.

[SIGNATURE PAGE WILL FOLLOW]

CITY OF SCOTTSBLUFF, NEBRASKA  
a Municipal Corporation, SELLER,

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

\_\_\_\_\_  
Samuel G. Adams, Buyer

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

State of Nebraska, Scotts Bluff County:

This Agreement was acknowledged before me on \_\_\_\_\_, 2016, by Randy Meininger, Mayor of the City of Scottsbluff, Nebraska, Seller.

\_\_\_\_\_  
Notary Public

State of Nebraska, Scotts Bluff County:

This Agreement was acknowledged before me on \_\_\_\_\_, 2016, by Samuel G. Adams, a married person, Buyer.

\_\_\_\_\_  
Notary Public

# **City of Scottsbluff, Nebraska**

**Monday, July 18, 2016**

**Regular Meeting**

## **Item Resolut.3**

**Council to consider an Ordinance regarding a zoning requirement for permanent cosmetic facilities (third reading).**

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

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

**AN ORDINANCE FOR THE CITY OF SCOTTSBLUFF, NEBRASKA, AMENDING SECTIONS 3, 11 AND 12 IN CHAPTER 25, ARTICLE 3, AMENDING VARIOUS ZONING DISTRICTS R-1A SINGLE FAMILY, O-P OFFICE AND PROFESSIONAL AND PBC PLANNED BUSINESS CENTER AS DISTRICTS IN WHICH A PERMANENT COSMETIC FACILITY WILL BE ALLOWED AS A SPECIAL PERMITTED USE OR A PERMITTED USE, REPEALING ALL PRIOR ORDINANCES AND PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.**

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

Section 1. Chapter 25, Article 3, Section 3 of the Scottsbluff Municipal Code is amended by repealing the existing language and adding the following language:

**25-3-3. R-1a Single Family.**

Intent: The intent of the R-1a Single Family Zone is to:

1. Provide for medium and low density residential areas where the predominant uses are single family detached and single family semi-attached dwelling units.
2. Protect these areas from incompatible uses.

Principle Permitted Uses.

1. Church
2. Community Center
3. Family child care home
4. Home occupations
5. Multi-family units
6. Municipal Uses
7. Rooming/boarding house with no more than two (2) guests
8. School
9. Single family detached dwelling units
10. Golf courses
11. Parks
12. Fire stations
13. Public utilities and substations
14. Two family dwellings
15. Water wells

Special Permit Uses.

1. Cluster housing
2. Condominium
3. Funeral home
4. Hair salons
5. Hospital
6. Library
7. Lodge or club
8. Nursery school or day care center
9. Permanent cosmetic facility
10. Public utility facilities
11. Retirement facilities
12. Rooming or boarding house for not more than six (6) roomers or boarders.
13. Temporary building or contractor's storage and construction yard, incidental to the construction of a residential development or a real estate sales office to be used in marketing lots in a new subdivision, may be permitted if such a building or structure complies with all height and area requirements for the zone in which it is located.
14. Tourist information booths
15. Townhouses (single family attached) dwelling units
16. Utility plants
17. Water storage
18. Retirement facilities

Performance Standards.

1. Area & bulk regulations.

Use	Minimum Lot Size (sq.ft.)	Minimum Lot Width (ft.)	Maximum Coverage (%)	Maximum # Dwelling Units	Front (ft.) (ft.)		Setbacks Rear (ft.)	Interior Side (ft.)	Side Street (sq.ft.)	Floor Area Min (ft.)	Height
Single Family	5,500	55	60	1	A	B	5	C	700	35	
Two Family	7,000	70	50	2	25	15	5	12.5	600/DU	35	
Multi Family	7,000	70	50		25	25	5	12.5	400/DU	35	
(Minimum 2500 sq. ft. per dwelling unit)											
Accessory Building						3	2	C	900	1 story	
Garage						3	2	C	900	18	

- A. Minimum front yard setback to front facing garage shall be twenty (20) feet; to front of dwelling face shall be twelve (12) feet; to front of porch shall be seven (7) feet. If buildings have been built on lots which comprise more than twenty-five (25) percent of the front footage of any block, no building or structure may be built or structurally altered which projects beyond the average front yard setback already established.

If the only building is one on an adjoining lot, the minimum front yard setback shall be the greater of twenty (20) feet or the setback of such building. If buildings have been built on lots which comprise twenty-five (25) or less percent of the front footage of any block, the minimum front yard setback shall be twenty (20) feet.

No front yard setback shall exceed fifty (50) feet.

- B. Minimum rear yard setback to the dwelling shall be fifteen (15) feet. Minimum rear yard setback to a deck shall be ten (10) feet.
- C. Minimum side yard setback from a side street shall be twelve and one-half (12.5) feet. Minimum side yard setback from a side street for a side-loading garage shall be twenty (20) feet.

2. Accessory building; detached

- A. A detached accessory building must be located:
- (1) to the rear of the main building,
  - (2) at least ten (10) feet from the main building, or a distance of at least five (5) feet from the main dwelling building if the interior wall of the accessory building adjacent to the main building complies with the international 1&2 Family Dwelling Code Section 309.2, which has been adopted by this Municipal Code, provided a detached accessory building constructed prior to June 26, 1974, to the rear of and at a distance not less than five (5) feet from the main building shall not be deemed to be in violation of this requirement;
  - (3) at least three (3) feet from the rear lot line if the lot line is a common lot line abutting a lot;
  - (4) at least two (2) feet from the interior side lot line; provided, this requirement shall not apply where the interior side lot lines is over which the main building extends. If the lot abuts a side street, an accessory building must comply with the setback requirements applicable to the lot or tract of land upon which the main building is located. Setbacks shall be measured from the nearest eve of the building or buildings.
  - (5) Minimum rear yard setback to a garage with an alley entrance shall be five (5) feet.
- B. On an existing reversed corner lot, a detached accessory building or garage may project into the side yard nearest the rear lot line if it does not extend beyond the front yard setback of the main structure, and if entrance to the garage is from the side street the garage must be set back from the side street property line a distance of not less than twenty (20 ) feet.
- C. A detached garage may be located in the side yard if the following requirements are met:
- (1) The garage must meet the performance guidelines in the residential zone.
  - (2) The garage must observe the same front yard setbacks required for the main structure.
  - (3) Garages shall not be placed over easements.
  - (4) Lot coverage will meet requirements in the zoning district.

Section 2. Chapter 25, Article 3, Section 11 of the Scottsbluff Municipal Code is amended by repealing the existing language and adding the following language:

**25-3-11. O-P Office and Professional.**

Intent: The intent of an O-P office and professional zone is to:

1. Allow for a mixture of professional office and some residential occupancies with limited other compatible commercial uses.

Principle Permitted Uses.

19. Accounting, auditing, bookkeeping services
20. Arts & crafts studio
21. Bank automated teller facilities, indoor
22. Bank & Saving & Loan
23. Barber/Beauty shop
24. Church
25. Clinic
26. Communication facilities including communication tower, such tower not to exceed one hundred fifty (150) feet in height. No guy wires, outrigging, or other supporting structures may extend beyond the foundation of the tower.
27. Community Center
28. Educational or charitable institutions & educational or scientific research services
29. Florist
30. Gift shop
31. Home Occupations
32. Hospital
33. Insurance agency/services
34. Laboratory, medical, dental, optical
35. Library
36. Marriage and family counseling
37. Mortuary
38. Multi-family dwellings. Whenever a lot or tract of land is used in whole or part for residential purposes, preliminary and final site plans of a proposed development must be submitted to the Planning Commission for review and approval.
39. Municipal Uses
40. Offices, professional services
- 22.1 Permanent cosmetic facility
41. Pharmacy
42. Professional membership organizations
43. Professional schools
44. Rooming/boarding house
45. School
46. Single family dwelling. Whenever a lot or tract of land is used in whole or part for residential purposes, preliminary and final site plans of a proposed development must be submitted to the Planning Commission for review and approval.
47. Tourist information booth
48. Two family dwelling

Special Permit Uses.

1. Ambulance service
2. Animal clinic (indoor only): Residential use is permitted above the ground floor and within the confines of a business building. The entire business must be conducted within a building. Preliminary and final site plans must be submitted to the Planning Commission for review and approval.
3. Bank automated teller facilities, outdoor: (See “a” below)
4. Book & stationery store
5. Day care center (child care center) or preschool: (See “a” below)
6. Delicatessen
7. Health food store
8. Restaurant
9. Temporary building or contractor’s storage and construction yard, incidental to the construction of a residential development or a real estate sales office to be used in marketing lots in a new subdivision, may be permitted if such a building or structure



- complies with all height and area requirements for the zone in which it is located.
10. Temporary medical housing
  11. Public utility facilities
  12. Lodge or club
  13. Utility plants
  14. Water storage
    - a. Residential use is permitted only within the confines of a building in which a permitted use is conducted. Preliminary and final site plans must be submitted to the Planning Commission for review and approval

Performance Standards.

1. Area & bulk regulations.

Use	Minimum Maximum Lot Size (sq.ft.)	Minimum Lot Width (ft.)	Maximum Coverage (%)	Maximum # Dwelling Units	Setbacks				Side Street (sq.ft.)	Area (ft.)	Floor Height
	7,000	-	C	C	Front (ft.) 25 or D	Rear (ft.) A	Interior Side (ft.) B		12.5	C	70

A. If a lot abuts on a public alley, the minimum rear yard setback is five feet; otherwise, the minimum rear yard setback is fifteen (15) feet.

B. The minimum side yard setback is five (5) feet for buildings and structures not more than three stories high. For buildings more than three (3) stories high, the required minimum side yard setback is increased one foot for each additional story over three (3). Provided, in the case of a residential building extending across a common interior lot line of abutting lots which are in common ownership, the above minimum side yard setback requirements do not apply to such lot line, but there shall be a minimum side yard setback of (1) five (5) feet from the lot line on the opposite side of each of the lots in zones R-1, R-1a, R-1b, and (2) ten (10) feet from the lot line on the opposite side of each of the lots in zones R-4 and OP.

C. Minimum floor area per dwelling unit and the maximum lot coverage is as follows:

Floor Area	Lot Coverage
500 sq. ft.	70% lot coverage
450 sq. ft.	76% lot coverage
400 sq. ft.	60% lot coverage
350 sq. ft.	55% lot coverage
300 sq. ft.	45% lot coverage

D. The required minimum R Zone setback applies if the frontage between two (2) streets separates an R Zone and either a C Zone, M Zone or OP Zone. If all frontage between two (2) streets is in either a C or M Zone, no front setback is required.

2. Accessory building/garage; detached

A. A detached accessory building must be located at least ten (10) feet from the main building.

B. On an existing reversed corner lot, a detached accessory building or garage may project into the side yard nearest the rear lot line if it does not extend beyond the front yard setback of the main structure, and if entrance to the garage is from the side street the garage must be set back from the side street property line a distance of not less than twenty (20) feet.(Ord. 4072, 2012)

Section 3. Chapter 25, Article 3, Section 12 of the Scottsbluff Municipal Code is amended by repealing the existing language and adding the following language:

**25-3-12. PBC Planned Business Center.**

Intent: The intent of a planned business center zone is to:

1. Provide an area for a unified commercial center which provides goods and services to a regional trading area.
2. Provide for joint or grouped parking facilities serving several retail stores.
3. Coordinate a vehicular and pedestrian traffic circulation system and carefully design access that is compatible with surrounding uses.

Principle Permitted Uses.

15. Accounting, auditing, bookkeeping services

16. Ambulance service
17. Amusement centers, indoor only
18. Animal clinic, indoor only
19. Arts & crafts studio
20. Automated or coin-operated car wash
21. Bakery or bakery goods store
22. Bank automated teller facilities, outdoor
23. Bank automated teller facilities, indoor
24. Bank & savings & loan
25. Barber, beauty shop
26. Book & stationary store
27. Business college, trade school
28. Church
29. Cleaning, laundry agency
30. Clinic
31. Communication facilities including communication tower, such tower not to exceed one hundred fifty (150) feet in height. No guy wires, outrigging, or other supporting structures may extend beyond the foundation of the tower.
32. Community center (public)
33. Confectionery stores
34. Convenience stores w/o dispensing gasoline
35. Convenience stores with dispensing gasoline
36. Dance, music or voice studio
37. Day care center (child care center) or preschool
38. Delicatessen
39. Drive-thru photo facility
40. Drive-thru (fast food) restaurant
41. Educational and scientific research service
42. Florist
43. Food store, delicatessen
44. Furniture/appliance store
45. Gift shop
46. Grocery store
47. Hardware store
48. Hospital
49. Insurance agency/services
50. Jewelry store
51. Laboratory, medical, dental, optical
52. Laundromat, self-service
53. Library
54. Marriage and family counseling
55. Mortuary
56. Multi-family dwelling units. Living quarters for watchman of commercial or industrial use property, or for hotels and motels, are the only permitted residential uses in this zone.
57. Municipal Uses
58. Offices, professional and service
- 44.1 Permanent cosmetic facility
59. Pharmacy
60. Photographic studio
61. Printing & blueprinting
62. Professional membership organizations
63. Professional schools
64. Reducing/Suntanning
65. Restaurant, bar, tavern
66. Retail stores and services
67. Service station-full service
68. Service station-mixed use
69. Single family dwelling units. Living quarters for watchman of commercial or industrial use property, or for hotels and motels, are the only permitted residential uses in this zone.
70. Shoe store
71. Theater, indoor
72. Tire shop, recapping

73. Utility business offices

Special Permit Uses.

1. Adult book store. No such use shall be located within three hundred (300) linear feet of any school, public or private, place of worship, public park, day care center, child nursery, library, or residential district. No such use shall be located within 1,000 linear feet of any existing adult book store. No such use may be allowed in combination with the sale or consumption of alcoholic beverages.
2. Lodge or club
3. Public Utility facilities
4. Temporary building or contractor's storage and construction yard, incidental to the construction of a residential development or a real estate sales office to be used in marketing lots in a new subdivision, may be permitted if such a building or structure complies with all height and area requirements for the zone in which it is located.
5. Temporary building may be permitted if such building complies with all height and area requirements, and the use complies, except for the fact that the building is a temporary one.
6. Utility Plants
7. Water storage

Performance Standards.

1. Area & bulk regulations.

Use	Minimum Lot Size (sq.ft.)	Minimum Lot Width (ft.)	Maximum Coverage (%)	Maximum # Dwelling Units	Front (ft.)	Setbacks Rear (ft.)	Interior Side (ft.)	Side Street (sq.ft.)	Floor Area (ft.)	Maximum Height
Accessory Building	5acres	See below		none						
Garage						12.5				*

\* = Height requirement listed in #4 of Design Requirements: Buildings, structures; height.

2. Accessory building/garage; detached
  - A. A detached accessory building must be located at least ten (10) feet from the main building
  - B. On an existing reversed corner lot, a detached accessory building or garage may project into the side yard nearest the rear lot line if it does not extend beyond the front yard setback of the main structure, and if entrance to the garage is from the side street the garage must be set back from the side street property line a distance of not less than twenty (20 ) feet.
3. Accessory building, attached.
  - A. A building which if detached from the main building would constitute an accessory building may be connected to the main building by a breezeway or similar structure, and in such event shall meet all requirements for the main building.

4. Design Requirements:

Buffer strips; R Zones.

A buffer strip, at least twenty-five (25) feet in width, sodded, and planted with shrubs or other greenery, and with a permanent screen at least ten (10) feet high, must be established and maintained adjacent to the boundary line of any abutting lot or tract of land located in whole or part in an R Zone.

Buildings, structures; height.

No building or structure, except for an elevator, penthouse water tower, or decorative building projection, may exceed three (3) stories or forty-five (45) feet in height, whichever is lower.

Dwellings.

No building in a center may be used as dwelling except for a paid custodian, caretaker, or watchman living in the center.

General design.

A center must be laid out and developed as a unit in accordance with an integrated or coordinated overall design that complies with the provisions of this Article. Buildings, structures, parking areas, walks, lighting, and appurtenant facilities must be located and arranged with due regard for surrounding land uses. Any part of a center not used for buildings, structures, access ways, parking and loading or unloading areas must be landscaped with grass, trees, shrubs, or pedestrian walks.

Loading facilities.

A center must provide adequate areas for motor vehicles to load or unload merchandise, materials, or equipment without interfering with the use of any public street or alley.

Location.

A center may be located only in a PBC Zone established in accordance with this Article, and only on a lot or tract of land abutting one (1) or more arterial streets.

Off-street parking.

Adequate off-street parking must be provided in a center to accommodate all motor vehicles of employees, customers, and other persons reasonably expected to use the center, and for vehicles used in the conduct of businesses in the center. At least one (1) parking space must be provided for each two hundred (200) square feet of floor area used for selling or offices. Areas designed primarily for loading and unloading or standing space are not parking spaces within the meaning of this section. Floor area designed for selling or office may not include areas used for storage, utilities or restrooms. Parking spaces and areas must meet the requirements of Chapter 25, Article 5.

Setbacks.

No building or structure may be constructed or maintained in a center within one hundred (100) feet of the boundary line of an abutting lot or tract of land located in an R Zone nor within twenty-five (25) feet of the right-of-way of a public street or road. No roadway or parking area in a center may be constructed or maintained within twenty-five (25) feet of the right-of-way line.

Storage; outdoor; restrictions.

Merchandise, materials or equipment may not be stored in an open area except for immediate sale or temporary display not exceeding seven (7) days.

Section 4. Previously existing Chapter 25, Article 3, Section 3, Section 11 and Section 12, and all other Ordinances and parts of Ordinances in conflict herewith are repealed. Provided, however, this Ordinance shall not be construed to affect 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 5. This Ordinance shall become effective upon its passage, approval as provided by law, and publication shall be in pamphlet form.

PASSED AND APPROVED on \_\_\_\_\_, 2016.

\_\_\_\_\_  
Mayor

ATTEST:

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

(Seal)

# **City of Scottsbluff, Nebraska**

**Monday, July 18, 2016**

**Regular Meeting**

## **Item Resolut.4**

**Council to consider an Ordinance allowing certain sizes of kayaks, canoes and non-motorized water craft on the East Riverside pond (second reading).**

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

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

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA AMENDING SECTIONS 13-10-17 AND 15-1-7 OF THE MUNICIPAL CODE ALLOWING CERTAIN SIZES OF KAYAKS, CANOES AND NON-MOTORIZED WATER CRAFT ON THE EAST POND IN RIVERSIDE PARK, REPEALING ALL PRIOR ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

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

Section 1. Chapter 13, Article 10, Section 17 of the Scottsbluff Municipal Code is amended by repealing the existing language and adding the following language:

**"13-10-17. Swimming, boating, prohibited on city property; exceptions.**

It shall be unlawful for any person to swim or boat on any property owned by the City, provided however, that it shall not be unlawful to swim in municipal swimming pools, and provided further that it shall not be unlawful to kayak, canoe or use non motorized water craft in the east pond at Riverside Park if in compliance with Section 15-1-7 of this Code.

Section 2. Chapter 15, Article 1, Section 7 of the Scottsbluff Municipal Code is amended by repealing the existing language and adding the following language:

**"15-1-7. Boating and swimming; prohibited, listing of exception; fishing allowed; when.**

No boating or swimming is allowed in any park owned by the City. Provided, however, that kayaking, canoeing and non motorized water craft are allowed on the east pond in Riverside Park. Provided further that any kayaking, canoeing, and water craft must not be propelled with a motor and only in a kayak, canoe or non motorized water craft which is shorter than 14 feet in length and with each occupant of the kayak, canoe or non motorized water craft wearing a life jacket at all times they are on a pond. In addition, all persons under the age of 18 must be accompanied with an adult while on the pond. No swimming, tubes, inflatables or other devices shall be allowed on or in a pond. Fishing is permitted in the ponds at Riverside Park, subject to the applicable regulations of the State of Nebraska.

Section 3. Previously existing Chapter 13, Article 10, Section 17 and Chapter 15, Article 1, Section 7 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 or duties or causes of action, either criminal or civil, existing or actions pending at the time this Ordinance becomes effective.

Section 4. This Ordinance shall become effective upon its passage and approval as provided by law 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**

**Monday, July 18, 2016**

**Regular Meeting**

## **Item Reports1**

**Council to consider the contract for the Fire Fighters Local 1454 Union and authorize the Mayor to execute the contract.**

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

## Agenda Statement

Item No.

For Meeting of:

**AGENDA TITLE:** Council to consider approval of the contract with the Scottsbluff Firefighters Local #1454, and authorize the Mayor to execute the contract.

**SUBMITTED BY DEPARTMENT/ORGANIZATION:** Administration

**PRESENTATION BY:** City Manager/Nathan Johnson

**SUMMARY EXPLANATION:** 2016-2019 Contract between City of Scottsbluff, Nebraska and Scottsbluff Firefighters Local #1454 (contract attached)

**BOARD/COMMISSION RECOMMENDATION:**

**STAFF RECOMMENDATION:**

---

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

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

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

---

Rev 3/1/99CClerk



Contract between  
the Scottsbluff Firefighters Local #1454  
and the City of Scottsbluff

Scottsbluff Firefighters  
City of Scottsbluff, Nebraska

October 1, 2016 — September 30, 2019

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## **AGREEMENT**

THIS AGREEMENT is between the City of Scottsbluff (hereinafter referred to as the “City”, and Scottsbluff Firefighters Local #1454 (hereinafter referred to as the “Union” and amends and replaces in its entirety the agreement dated October 1, 2016 – September 30, 2019, including any and all amendments.

### **ARTICLE I UNION RECOGNITION**

The City of Scottsbluff, Nebraska, a municipal corporation, recognizes Firefighters Local #1454 as the sole and exclusive bargaining representative for all fulltime Firefighters holding positions or classification subordinate to the Fire Chief.

### **ARTICLE II MANAGEMENT RIGHTS**

Nothing in this Contract shall be construed to restrict, limit, or impair the rights, powers, and authority of the City under the laws of the State of Nebraska and the ordinances of the City.

The City shall not be deemed to have agreed to any restrictions upon the manner of exercising such powers and duties other than those clearly specified in the Contract.

The reserved rights, powers, and authority of the City include, but are not limited to the following:

1. The rights to determine, effectuate, and implement the objectives and goals of the City;
2. The rights to manage and supervise all operations and functions of the City;
3. The right to establish, allocate, schedule, assign, modify, change and discontinue City operations, work shifts, and working hours, including overtime hours;
4. The right to establish, modify, change, and discontinue work standards; however, NFPA Standards remain the guideline and goal.
5. The right to hire, examine, classify, promote, train, transfer, assign, and retain employees; suspend, demote, discharge, or take other disciplinary action against employees for just cause; and to relieve employees from duties due to lack of work or reduction of funds;
6. The right to increase, reduce, change, modify, and alter the composition and size of the work force;
7. The right to determine, establish, change, modify, and implement policies for the selection, training, and promotion of employees;
8. The right to create, establish, change, modify, and discontinue any City function, operation and department.
9. The right to establish, implement, modify, and change financial policies, accounting procedures, prices of goods or services, public relations, and procedures and policies for the safety, health, and protection of City property and personnel;

10. The right to classify jobs and to allocate individual employees to appropriate classifications based upon duty assignments. The City will not abolish or change any bargaining unit classifications for the purpose of depriving the bargaining unit employees of their benefits under this Contract.
11. The right to establish reasonable work rules.
12. If it is determined that there is a conflict between the Personnel Rules and Regulations or Administrative Regulations and the provisions of this Contract, the Contract will govern until changes incorporated in the Personnel Rules and Regulations are specifically addressed in the Contract.
13. The right to adopt, modify, change, enforce, or discontinue any existing rules, regulations, procedures and policies which are not in direct conflict with any provision of this Contract;
14. The right to determine and enforce employee's quality and quantity standards;

### **ARTICLE III DISCIPLINE AND DISCHARGE**

The procedure(s) for discipline and/or discharge shall be in accordance with the Civil Service Rules and Regulations and Nebraska Statutes.

The CITY shall provide each employee represented by this Union a copy of the Civil Service Rules and Regulations and approval by the commission of any amendments.

### **ARTICLE IV FIREFIGHTER'S BILL OF RIGHTS**

**This bill of rights will be used only in the event that disciplinary action is being considered. Minor issues shall be handled through open communication and narrative.**

1. Prior to any questioning, as above, the employee shall receive reasonable advanced written notice regarding the circumstances upon which the proposed discipline may be based. Should the questioning be based upon a citizen's complaint, the complainant must submit so in writing, and the employee shall be entitled to receive a copy of the citizen's complaint before questioning.
2. The employee shall have the right to have interrogation conducted at a reasonable hour, preferably at a time when the employee is on duty.
3. The employee shall have the right to be compensated for actual time spent in interrogation unless the employee is on his/her regular duty shift and shall be informed of the name and rank of any persons conducting the interrogation.
4. The employee shall have the right to the presence of UNION representative and/or UNION attorney during the interrogation, and such representative shall have a reasonable right to be heard.

5. Only one person may be allowed to conduct the interrogation and direct questions to the employee at any given time.
6. The interrogation session shall be limited to a total of two (2) hours unless the employee agrees to further interrogation. Further, the employee shall be allowed a fifteen (15) minute break after each forty-five (45) minutes of interrogation. The employee shall also have the right during the interrogation to be allowed to attend to his/her own physical necessities.
7. The employee shall not be subjected to any offensive language, nor shall he/she be threatened with dismissal, transfer, or other disciplinary punishment as an attempt to obtain his/her resignation, nor shall he/she be intimidated in any manner. No promises or rewards shall be made as an inducement to answer questions. Nothing in this section, however, shall prohibit CITY from ordering an employee to answer questions. Furthermore, nothing in this section shall preclude the CITY from informing the employee that refusal to answer questions or to comply with any lawful order shall be new and separate grounds for discipline up to and including termination.
8. The employee shall not have the right to record in any manner the interrogation. If CITY records the interrogation, either a transcript or a duplicate recording of the interrogation shall be provided to the employee at the CITY'S expense if disciplinary action is taken against the employee. The employee, or the UNION, must request such transcript or duplicate recording be provided, and, in that event, CITY will so provide within ten (10) working days. If the UNION makes the request, the affected employee must agree.

## **ARTICLE V CHECK-OFF**

The City shall deduct regular Union dues from the pay of each employee covered by this contract, provided that at the time of such deduction there is in possession of the City a current un-revoked written assignment, executed by the employee, on a form provided by the Union and approved by the City. Such authorization may be revoked by the employee at any time by giving written notice thereof to the City.

The Union dues shall be deducted for 24 pay periods (twice a month) during the year and will within ten (10) days be remitted to the duly designated Union official. The Union official unless otherwise agreed shall be the treasurer. The Union shall advise the City in writing of any changes in the amount of the dues.

The City agrees to provide this service without charge to the Union.

## **ARTICLE VI BULLETIN BOARD**

The City shall permit the Union to provide one bulletin board at a location designated by the Fire Chief, for the posting of Union meetings and elections, reports of Union committees, and other notices or announcements that would be of benefit or interest to each employee. All posted notices shall be on Union stationery and signed by an officer of the union.

Posted notices shall not contain anything political, discriminatory, or anything reflecting adversely upon the City or any of its employees. Any Union authorized violation shall entitle the City to cancel immediately the provisions of the Article and prohibit the Union further use of the bulletin board.

The bulletin board shall be for the exclusive use of the Union.

## **ARTICLE VII BARGAINING/NEGOTIATIONS AND BUSINESS**

Members of the Scottsbluff Firefighters who are part of the bargaining committee, not to exceed four in number, shall be allowed to participate in labor negotiations with pay while on duty. Time spent in negotiations shall be scheduled with the Fire Chief at least 24 hours in advance. Time spent in negotiations shall not interfere with members' regularly scheduled maintenance and operations duties, and should not conflict with scheduled training. Time spent in negotiations shall be minimized so as not to interfere with normal daily duties of the members.

Members shall be allowed to participate with pay in labor/management collaboration activities while on duty. These activities will typically be scheduled in advance at a time mutually agreeable to both labor and management representatives. The purpose of these collaboration activities is to create a non-confrontational and on-going dialogue between labor and management to solve problems and resolve issues.

Whether participating in labor negotiations or labor/management collaboration activities, all on-duty members shall at all times be equipped to respond instantaneously to a call for service. If possible, and subject to scheduling by the Shift Commander, members involved in labor negotiations will not be the first unit to respond to a call for service.

Except as expressly authorized by the Fire Chief, overtime shall not be accrued due to bargaining unit activities. In no case shall off-duty members receive compensation for time spent in bargaining unit activities.

The City will allow the Scottsbluff Firefighters to use photocopiers if needed. The Firefighters will reimburse the City for reproduction costs.

## **ARTICLE VIII WAGES**

Wages become effective October 3, 2016 reflect a cost of living adjustment increase for the Firefighters of 2% and Fire Captains of 2%.

<u>Class Title</u>	<u>Hourly Pay Schedule (56 hour week)</u>							
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
Firefighter	12.89	13.54	14.22	14.92	15.67	16.45	17.28	18.15
Fire Captain	16.71	17.54	18.42	19.35	20.32	21.33	22.40	23.51

## **ARTICLE IX OVERTIME AND CALL BACK PAY**

- (1) Work performed by employees which in the aggregate exceeds 106 hours over a two week work period will be compensated at the rate of one and one-half (1 1/2) times the regular hourly rate for the actual time worked in excess of 106 hours during each work period. No time taken as funeral leave, excused absence without pay, injury leave, personal leave, or compensatory time-off shall be considered actual time worked for the purposes of calculating overtime.
- (2) Sick leave shall count as hours worked for the purposes of calculating overtime.
- (3) For the purposes of calculating shift pay, if necessary for Fair Labor Standards Act purposes, no time taken as sick leave shall be considered actual time worked.
- (4) Emergency Overtime Pay: Work performed by employees in excess of two-hundred and twenty-four (224) hours per four weeks for emergency purposes that extends past the shift change ending at 7:00 A.M. will be compensated for a minimum of one (1) hour at the rate of one and one-half (1 1/2) times, or one and one-half (1 1/2) times the actual time worked performed by the employees in excess of one hundred and sixty-eight hours per three weeks for emergency purposes at that extends past the shift change ending at 7:00 A.M., will be compensated for a minimum of (1) hour at the rate one and one-half (1 1/2) times, or one and one-half (1 1/2) times the actual time worked, whichever is greater.
- (5) Call Back Pay: If an employee is called back to duty for emergency purpose (see "Definitions) during the employee's off duty time and such time does not include any part of the shift of such employee, such employee will be paid for a minimum of one hour at a rate of double time, or double the actual time worked, whichever is greater.



- (6) Employees may be temporarily assigned to work during periods other than their regular shift for the purpose of in-service training, special assignment, etc. and such time shall not be included in call back pay but in regular overtime.

### **Definitions**

- (1) **Emergency purpose:** Emergency purpose would include duties performed by an employee which are necessary for the immediate preservation of life or property.
- (2) **Non-Alarm:** Call to an employee for a minor emergency.
- (3) **City Alarm ( Second Alarm ):** Call to an employee involving the use of sirens, pagers, radios or telephones which notify them of an emergency situation.
- (4) **Call Back:** Response of an off-duty employee to a City Alarm.
- (5) A **work period** shall consist of 14 consecutive calendar days commencing at 7:00 a.m. on Monday and concluding on that hour on the 14<sup>th</sup> day.

## **ARTICLE X WORK OUT OF CLASS**

When a member of the bargaining unit is temporarily assigned to act as Captain, 5% out-of-class pay will begin with the first hour of work, so long as the assignment is a full shift (24 hours). The schedule shall be set so that one person is assigned to the position for the length of the regular Captain's absence. This policy provides for continuity and accountability of command.

No employee shall work out of class unless directed to do so by the Shift Commander or Fire Chief. All work out of class is subject to procedures established by the Fire Chief.

## **ARTICLE XI HOLIDAYS**

The following days are considered official holidays by the City of Scottsbluff and for firefighters will be paid on the basis of 12 hours of pay for each holiday.

1. New Year's Day	January 1
2. Martin Luther King, Jr. Day	3 <sup>rd</sup> Monday of January
3. President's Day	3 <sup>rd</sup> Monday of February
4. Memorial Day	Last Monday of May
5. Independence Day	July 4 <sup>th</sup>
6. Labor Day	1 <sup>st</sup> Monday of September
7. Veteran's Day	November 11 <sup>th</sup>
8. Thanksgiving Day	4 <sup>th</sup> Thursday of November
9. Day after Thanksgiving	4 <sup>th</sup> Friday of November
10. Christmas Day	December 25 <sup>th</sup>

## **ARTICLE XII VACATION LEAVE**

Full time employees who work on a shift basis so as to average a 56 hour work week, will receive vacation leave as follows:

1 to 10 years: Five (5) work shifts (120 hours) per year  
10 to 15 years: Seven (7) work shifts (168 hours) per year  
15 to 20 years: Eight (8) work shifts (192 hours) per year  
After 20 years: Nine (9) work shifts (216 hours) per year

All vacation earned prior to the current pay period will be available for use, except for sick leave conversion time which must be used by December 31 of each year.

### **Maximum Accruals:**

Firefighters with less than fifteen (15) years of service:  
Accrued vacation leave shall not exceed (12) shifts (288 hours)  
Firefighters with more than fifteen (15) years of service:  
Accrued vacation leave shall not exceed fourteen (14) shifts (336 hours).

Accrued vacation time which would exceed such maximum accruals is automatically forfeited and canceled.

It is highly recommended all employees use at least three (3) consecutive shifts (72 hours) of annual vacation earned, unless the Department deems it necessary for the health and well being of the employee to mandate use of vacation.

## **ARTICLE XIII SICK LEAVE**

Sick leave will accumulate at the rate of 24 hours or one working day of sick leave for each calendar month of service, for a total of 288 hours per year. Sick leave for fire personnel who work shifts may be accumulated up to 45 working shifts (1,080 hours) as of December 31 of any year.

## **ARTICLE XIV SICK LEAVE CONVERSION**

The present maximum accrual of sick leave as of December 31 of any year shall remain at 1,080 hours (90 days).

Any sick leave accumulated in excess of 1,080 hours (90 days) as of December 31 of any year may be converted to vacation leave at the rate of one additional hour of vacation for every three (3) hours of unused sick leave as of December 31 of any year.

**ARTICLE XV  
SICK LEAVE INCENTIVE**

When each full time employee does not utilize any part of the annual 12 days sick leave during the course of a calendar year, beginning January 1, 2001, each employee will receive one additional shift (24) hours of vacation leave; provided, such additional leave will be included in determining the maximum accumulation of vacation to be allowed to be carried over from year to year.

**ARTICLE XVI  
SICK LEAVE AND SEPARATION OF EMPLOYMENT**

Upon separation of employment after 15 years of service, a member will be paid for forty (40) percent of accumulated sick leave not to exceed the equivalent of four (4) work weeks/224 hours.

**ARTICLE XVII  
FUNERAL LEAVE**

Funeral leave not to exceed three (3) shifts (72 hours) may be granted for death of a member of the employee's immediate family (spouse, children, step-children, father, step-father, mother, step- mother, brother, sister, grandparent, grandchildren, mother-in-law, father-in-law or persons living in the same household.) The City Manager may authorize sick leave if circumstances or the travel distance from Scottsbluff warrants additional time.

**ARTICLE XVIII  
PERSONAL LEAVE**

Beginning January 1, twenty-four (24) hours of personal leave per year will be credited to each member of the bargaining unit to be scheduled and taken in accordance with the procedures to be set forth in writing by the Fire Chief. Personal leave is not cumulative from year to year. No compensation will be provided for unused personal leave hours.

**ARTICLE XIX  
JOB-RELATED INJURIES**

Workers' compensation reports must be filed and signed within 24 hours after the accident has taken place. After review by the injured/ill employee's supervisor, the completed report should be forwarded directly to the City's Risk Manager. It is the employee's responsibility to report ALL job related injuries and illnesses, unless otherwise incapacitated, in which case the responsibility would fall on the direct supervisor.

Workers compensation benefit payments are determined by state and federal regulation with usually a seven day period prior to the start of a benefit payment.

An employee injured due to a job related injury or disease will be required to take the first seven (7) days as sick leave. Once the Insurance Company determines the injury to be a work related event the employee shall receive on-the-job injury paid leave from the City less the amount of any Workers Compensation payment, which is paid directly to the employee.

An employee may receive injury leave for a period not to exceed six (6) months of accumulated time when away from work as a result of a work related injury. After six (6) months of accumulated injury leave within a two (2) year period, if that employee is unable to return to his/her present position or to another vacant position for which he/she is qualified, that individual may be terminated.

## **ARTICLE XX LIFE INSURANCE**

The City will provide a \$30,000 term life insurance policy for each full time employee. The employee will be allowed an option to purchase an additional amount of insurance provided the premium for such optional coverage is paid by the employee.

## **ARTICLE XXI HEALTH AND DENTAL INSURANCE**

The City will provide health insurance to members. Participation in these plans shall be subject to policies and procedures as established in the City Personnel Manual and/or Administrative Regulations. Members are provided with information to assist in making their plan selection. The members of the Firefighters' Union shall pay the following rates for the calendar year of 2016:

Plan D \$ 0 per month for single                      \$ 0 per month for family

The City will contribute to the employee's Health Savings Account: \$12.50 per month for single and \$25.00 per month for family, if requirements of the Preventive Care Incentive Program have been met. (*refer to the Preventive Care Incentive Program for details*)

The Dental insurance premium shall remain at \$30 per month for family coverage and \$15 for single dental coverage for 2016.

## **ARTICLE XXII DAMAGE TO EYEGLASSES/ WATCHES**

The City will provide a plan for members of the bargaining unit for payment of damages to eyeglasses when such eyeglasses are damaged or broken in the line of duty. The City will also provide for payment of damages to watches which are damaged or broken in the line of duty not to exceed twenty dollars (\$20.00) per incident.

## **ARTICLE XXIII VACCINATIONS**

The City will provide a Hepatitis B vaccination program in compliance with state law, including a titer test and annual PPD test for TB.

## **ARTICLE XXIV PHYSICAL FITNESS**

A daily exercise program will be held during shift hours through a qualified fitness center (currently the YMCA). The physical fitness program, to include aerobic and weight training, will adhere to standards determined by the Fire Chief and be administered through department regulations.

## **ARTICLE XXV GRIEVANCE PROCEDURE**

Individual employees will have the opportunity to discuss any concerns or grievances with their supervisors in order to find a solution as soon as possible. An employee voicing a grievance or concern is entitled to bring forward such a concern or grievance without retribution, discrimination, or harassment. Grievances will be addressed according to the following guidelines, with all references to days being calendar days:

**Step 1** - An employee shall notify the immediate supervisor about the grievance within five (5) days of the incident in question. This notification shall be in writing. Within five (5) days after being notified of the grievance, the supervisor will:

- 1) describe the grievance in writing
- 2) investigate the circumstances surrounding the grievance, including interviewing the employee to clarify the issues involved,
- 3) initiate any corrective action, if necessary,
- 4) inform the employee of the decision or action to resolve the grievance.

**Step 2** - If the grievance is not resolved to the satisfaction of the employee, the employee may file a written statement of the grievance with the Department Director of his/her department within five (5) days of the date he/she was informed of the immediate supervisor's decision.

Within five (5) days after receiving the written grievance, the department director will:

- 1) document receipt of the grievance,
- 2) investigate the circumstances surrounding the grievance including examining related documentation and interviewing the employee and immediate supervisor,
- 3) confirm, reject, or alter the immediate supervisor's decision and initiate corrective action, if necessary, and
- 4) provide the employee, immediate supervisor, and Human Resources Division with copies of the written decision.

**Step 3** - If the department director does not resolve the grievance to the satisfaction of the employee, the employee may file and appeal with the Human Resources Director within five (5) days of receiving the department director's written decision.

Within ten (10) days of receiving the written appeal, the Human Resources Director will:

- 1) document receipt of the grievance,
- 2) investigate the circumstances surrounding the grievance including examining related documentation and interviewing the employee, immediate supervisor, and department director,
- 3) render a recommendation, and
- 4) refer the appeal and recommendation to the City Manager for final determination.

Within five (5) days of receiving the written grievance and related material from the Human Resources Director, the City Manager will make a final determination, after soliciting additional information if he/she deems it necessary.

The City Manager's decision is final with no additional administrative appeal. After the final determination, the City Manager will provide a written copy of the decision to the employee, immediate supervisor, department director, and Human Resources Division.

**Step Four** - If the grievance is not settled by the City Manager to the satisfaction of the employee, the employee may seek redress from the Civil Service Commission as provided by local ordinance or the courts as provided by law. The City Council is limited to making inquiries and investigations as provided by Article 6 of Chapter 19, R.R.S. 1943.

Employee will present all grievances in person. Time used to present a grievance or appeal will not be paid by the City and permission to be absent from duty to present a grievance must be obtained in advance, which permission will not be unreasonably denied. None of the above steps precludes the possibility of meetings at any point to discuss the issues and attempt to settle them.

## **ARTICLE XXVI CITY SAFETY COMMITTEE**

One member shall be designated by the Firefighters as their representative to the City safety and wellness committee. The purpose of this committee is to improve the health, safety and welfare of all City employees, as well as to reduce the costs associated with on- and off-the-job illnesses and injuries.

**ARTICLE XXVII**  
**LABOR/MANAGEMENT COLLABORATION GROUP**

To improve the effectiveness of the Fire Department and to facilitate an on-going dialogue between labor and management, a labor/management collaboration group is established with a structure and mission committed to preserving and strengthening the Fire Department. This group will meet at least twice a quarter to continue the on-going dialogue and in an annual retreat to assess opportunities for further solidifying the cooperative relationship between the City and its employees. Members shall be allowed to participate with pay in labor/management collaboration activities while on duty. The purpose of these activities is to create a non-confrontational forum for labor and management to solve problems and resolve issues, particularly those that are not suited to the limitations of contract negotiations. These activities will typically be scheduled in advance at a time mutually agreeable to both labor and management representatives.

**ARTICLE XXVIII**  
**CONTRACT LANGUAGE RE-OPENER**

During the term of this Agreement, contract language may be modified if recommended by the Labor/Management Collaboration Group, and mutually agreed to by the City and the Scottsbluff Firefighters. The Agreement may be re-opened for individual, specifically defined issues only, such as cost of living increases, salary comparisons/increases, and health and dental insurance premiums. This provision is not to be construed as a broad license to renegotiate the Agreement in its entirety prior to the expiration of the Agreement.

The City and Union agree to re-open for discussion their healthcare benefit package during the term if agreed to by all the parties.

In the event Regional West Medical Center discontinues providing free Hazmat physicals for the Firefighters, the City agrees to pay for an annual physical for the Hazmat team.

**ARTICLE XXIX**  
**STRIKES AND LOCKOUTS**

Neither the Union nor any of its officers, agents or employees will instigate, promote, sponsor, engage in or condone any strike, slowdown, concerted stoppage of work, or any other intentional interruption of operations of the City, regardless of the reason for so doing.

**ARTICLE XXX**  
**DURATION OF AGREEMENT**

This contract shall be effective as of 7:00 a.m., October 1, 2016, and shall remain in full force and effect until 6:59 a.m., October 1, 2019. This contract shall automatically renew from year to year thereafter unless either party notifies the other in writing that it wishes to modify this Contract. This notification shall be made no later than May 1<sup>st</sup>. The process for labor negotiations shall be established by the labor/management collaboration group and shall be mutually agreed to by the City and the Firefighters Group. Actual negotiations should begin no later than May 15<sup>th</sup> of the applicable year.

IN WITNESS THEREOF, the parties hereto have set their hands this \_\_\_\_\_ day  
of \_\_\_\_\_, 2016.

CITY OF SCOTTSBLUFF, NEBRASKA      SCOTTSBLUFF FIREFIGHTERS LOCAL #1454

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
President

ATTEST:

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



# **City of Scottsbluff, Nebraska**

**Monday, July 18, 2016**

**Regular Meeting**

## **Item Reports2**

**Council to consider the contract for the Police Officers Association Union and authorize the Mayor to execute the contract.**

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

## Agenda Statement

Item No.

For Meeting of:

**AGENDA TITLE:** Council to consider approval of the contract with the Scottsbluff Police Officer's Association, and authorize the Mayor to execute the contract.

**SUBMITTED BY DEPARTMENT/ORGANIZATION:** Administration

**PRESENTATION BY:** City Manager/Nathan Johnson

**SUMMARY EXPLANATION:** 2016-2019 Contract between City of Scottsbluff, Nebraska and Scottsbluff Police Officer's Association Inc. (contract attached)

**BOARD/COMMISSION RECOMMENDATION:**

**STAFF RECOMMENDATION:**

---

EXHIBITS				
Resolution X	Ordinance <input type="checkbox"/>	Contract <input type="checkbox"/>	Minutes <input type="checkbox"/>	Plan/Map <input type="checkbox"/>

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

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

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

Rev 3/1/99CClerk

# **C O N T R A C T**

**between**

**CITY OF SCOTTSBLUFF, NEBRASKA**

**and**

**SCOTTSBLUFF POLICE OFFICER'S ASSOCIATION  
INC.**

Effective

October 1, 2016- September 30, 2019

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## **PREAMBLE**

**WHEREAS**, the City has voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with its employees insofar as such practices and procedures are appropriate to the functions and obligations of the City to retain the right effectively to operate in a responsible and efficient manner and are consonant with the paramount interests of the City and its citizens;

**WHEREAS**, it is the intention of this contract to provide, where not otherwise mandated by statute, ordinance, or resolution for the salary structure, fringe benefits, and employment conditions of the employees covered by this contract to prevent interruptions of work and interference with the efficient operation of the City and to provide an orderly and prompt method of handling and processing grievances;

**NOW THEREFORE**, the parties agree with each other as follows:

## **ARTICLE I DEFINITIONS**

For the purpose of this Contract, the following words, terms and phrases shall be construed in accordance with the definitions assigned to them unless the context in which the same shall be used would otherwise necessarily require a different definition.

1. Department shall mean the Police Department of the City of Scottsbluff.
2. Employee shall mean any Police Officer of the City which is included in the recognized bargaining unit;
3. Civil Service Commission shall mean the duly appointed Civil Service Commission of the City;
4. City Manager shall mean the duly appointed City Manager of the City;
5. Personnel Rules and Regulations shall mean all provisions of the Ordinances of the City regulating personnel and working conditions, the Personnel Manual and the Administrative Regulations of the City, the Rules and Regulations of the Civil Service Commission and any rules, regulations, instructions of the Police Department;
6. City shall mean the City of Scottsbluff, Nebraska;
7. Union shall mean Scottsbluff Police Officers' Association, Inc.

## **ARTICLE II UNION RECOGNITION**

The City recognizes the Union as the sole and exclusive bargaining representative for all police officers holding positions or classifications subordinate to the Police Chief and immediate assistant(s) holding authority subordinate only to the Chief.

### **ARTICLE III NON-DISCRIMINATION**

- SECTION 1** The parties hereby agree not to discriminate against any employees on the basis of race, color creed, sex, religious or political affiliations, national origin, age, marital status, or Union or non-union membership.
- SECTION 2** The parties hereby agree that no officers, agents, representatives, members or anyone connected with either party shall in any manner intimidate, coerce, restrain, or interfere with the rights of employees to form, join, or assist labor organizations or to refrain from any of these activities, including the right of employees to withdraw, revoke, or cancel Union membership.
- SECTION 3** The Union recognizes its responsibility as the exclusive bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion. The City recognizes the Union right to reimbursement from nonunion bargaining unit employees for the reasonable cost of representation in each individual case.
- SECTION 4** The Union shall share equally with the City the responsibility for applying this Article to the Contract.

### **ARTICLE IV MANAGEMENT RIGHTS**

Nothing in this Contract shall be construed to restrict, limit or impair the rights, powers, and authority of the City under the laws of the State of Nebraska and ordinances of the City.

The City shall not be deemed to have agreed to any restrictions upon the manner of exercising such powers and duties other than those clearly specified in this Contract.

The reserved rights, powers, and authority of the City include, but are not limited to the following:

1. The rights to determine, effectuate, and implement the objectives and goals of the City;
2. The rights to manage and supervise all operations and functions of the City;
3. The right to establish, allocate, schedule, assign, modify, change and discontinue City operations, work shifts, and working hours, including overtime hours;
4. The right to establish, modify, change, and discontinue work standards;



5. The right to hire, examine, classify, promote, train, transfer, assign, and retain employees; suspend, demote, discharge, or take other disciplinary action against employees for just cause; and to relieve employees from duties due to lack of work or reduction of funds;
6. The right to increase, reduce, change, modify, and alter the composition and size of the work force;
7. The right to determine, establish, change, modify, and implement policies for the selection, training, and promotion of employees;
8. The rights to create, establish, change, modify, and discontinue any City function, operation and department.
9. The right to establish, implement, modify, and change financial policies, accounting procedures, prices of goods or services, public relations, and procedures and policies for the safety, health, and protection of City property and personnel;
10. The right to adopt, modify, change, enforce, or discontinue any existing rules, regulations, procedures and policies which are not in direct conflict with any provision of this Contract;
11. The right to determine and enforce employee's quality and quantity standards;
12. The right to classify jobs and to allocate individual employees to appropriate classifications based upon duty assignments. The City will not abolish or change any bargaining unit classifications for the purpose of depriving the bargaining unit employees of their benefits under this Contract.
13. The right to establish reasonable work rules.
14. If it is determined that there is a conflict between the Personnel Rules and Regulations or Administrative Regulations and the provisions of this Contract, the Contract will govern until changes incorporated in the Personnel Rules and Regulations are specifically addressed in the Contract.

## **ARTICLE V CHECK-OFF**

- SECTION 1** The City shall deduct regular Union dues from the pay of each employee covered by this contract, proved that at the time of such deduction there is in possession of the City a current unrevoked written assignment, executed by the employee, in the form and according to the terms of the authorization form, attached hereto, marked Appendix "A", and made a part hereof. Such authorization may be revoked by the employee at any time by giving written notice thereof to the City.
- SECTION 2** Previously signed and unrevoked written authorizations shall continue to be effective as to employees reinstated following lay-off, leave of absence, or suspension not exceeding sixty (60) days. Previous authorizations of other employees rehired or reinstated shall not be considered to be effective.
- SECTION 3** Such authorization deductions shall be made from each bi-weekly pay period and will within ten (10) days be remitted to the duly designated Union official. The Union official unless otherwise agreed shall be the treasurer.
- SECTION 4** Such deductions shall be limited to 1/24<sup>th</sup> of the annual Union dues, and shall not include dues for prior pay periods or any portion thereof.
- SECTION 5** If the city receives an employee revocation of authorization on or before the eighth day of the payroll period, no deductions will be made from that payroll period or subsequent payroll periods. If such revocation is received after the eighth day of the first payroll period, a deduction will be made from such payroll but shall not be made from subsequent payroll periods.
- SECTION 6** At the time of execution of this Contract, the Union shall advise the City in writing of the exact amount of regular annual Union dues, which shall be divided into 24 equal payments. If, subsequently, the Union requests the City to deduct additional annual Union dues, such request shall be effective only upon written assurance by the Union to the City that amounts are regular Union dues duly approved in accordance with the Union's ByLaws.
- SECTION 7** The City agrees to provide this service without charge to the Union.
- SECTION 8** The City Shall not be liable for the remittance payment of any sums other than those constituting actual deductions made; and if for any reason it fails to make a deduction for any employee as above provided, it shall make that deduction from the next pay period in which Union dues are normally deducted after written notification to the City of the error. If the City makes an overpayment to the Union, the City will deduct that amount from the next remittance to the Union. The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of the Article.

## **ARTICLE VI GRIEVANCE PROCEDURE**

An alleged grievance arising from an employee shall be handled in the following manner:

A grievance for the purpose of this Contract refers to the question of the interpretation, application, and meaning of the terms of the labor agreement between the City and the Union.

Employees shall raise and thoroughly discuss any matters on disagreement with their immediate supervisor in order to informally resolve as many matters as possible.

In reducing a grievance to writing, the following information must be stated with reasonable clearness:

1. The exact nature of the grievance;
2. The act or acts of commission or omission;
3. The time and place of the act of commission or omission;
4. The identity of the party or parties who claim to be aggrieved;
5. The provisions of the contract that are alleged to have been violated;
6. The remedy which is sought.

In the event that a satisfactory settlement is not or cannot be reached after the matter has been informally raised with the immediate supervisor, the following procedure shall be used in the submission of a grievance:

- Step 1 Any employee who believes that he/she has a justifiable request or grievance shall discuss the request or complaint within five (5) calendar days with the Police Chief, with or without the Union representative being present, as the employee may elect, in an attempt to settle same. However, if a grievance or request has not been satisfactorily resolved in step one, it must be presented in writing and processed in step two, if the Union representative determines that it constitutes a meritorious grievance. A grievance to be considered beyond step one must be filed in writing with the Police Chief.
- Step 2 If the grievance is not settled to the satisfaction of the employee, he/she and/or the designated representative shall present it to the Police Chief in writing within seven (7) calendar days of the receipt of the decision of the Police Chief in step one. The Police Chief shall consider the grievance and notify the employee in writing within seven (7) calendar days of the receipt of the grievance.
- Step 3 If the grievance is not settled to the satisfaction of the employee, he/she and/or the designated representative shall present it in writing to the City Manager or designated representative within five (5) calendar days after the decision of the Police Chief. The City Manager shall notify the employee of the decision made and of any action taken within ten (10) calendar days of the receipt of the grievance.

Step 4 If the grievance is not settled by the City Manager to the satisfaction of the employee, the employee may seek redress from the Civil Service Commission or the courts as provided by law.

General All grievances shall be presented by the employee in person. The employee shall not be paid for any time used to present a grievance. An employee must obtain the permission of the immediate supervisor before leaving the job to present a grievance. None of the above precludes the possibility of meetings at any step of the grievance procedure among the parties involved to discuss the issues and to attempt to settle them at that step.

Nothing in the foregoing provisions shall be construed to apply to the extent, if any, that such provisions may become in conflict with a duly enacted statute of the state or a decision of the court of competent jurisdiction.

## **ARTICLE VII DISCIPLINARY ACTION**

**SECTION 1 Disciplinary Action Cause:** Good cause for disciplinary action against any employee shall include any cause so specified in the Personnel Rules and Regulations of the City.

**SECTION 2 Disciplinary Action:** It is agreed by the parties that all the applicable provisions of the Personnel Rules and Regulations of the City are hereby made part of this contract and by this reference made part hereof.

**SECTION 3 Disciplinary Action Reprimand:** The Police Chief or designated representative may reprimand any employee for cause. Such reprimand may be oral or written.

**SECTION 4 Written Reprimand:** If such reprimand is in writing, it shall be addressed and presented to the employee who will initial a copy which shall then be included in the employee's personnel file. The employee may submit an explanation or rebuttal.

**SECTION 5 Removal of Letter:** Any letter of reprimand issued to an employee may be removed from the employee's personnel file and presented to the employee two (2) years after the inclusion of such letter in the file, provided the employee has not received any additional letter or letters of reprimand during the two-year period of time. The employee shall request in writing that letters may be removed and if the request is approved by the Police Chief, action will be initiated which will remove the letter(s) from the personnel record. If the request is not approved, the Police Chief shall state the reasons why in writing.

**SECTION 6 Response to Questions:** Employees submitting written questions on policy matters will receive responses or acknowledgments of such inquiries within a reasonable time. If the response cannot be provided within ten (10) working days of the receipt of the inquiry, the acknowledgment will indicate the probable date for a complete response to the inquiry.

**ARTICLE VIII**  
**BULLETIN BOARDS AND BALLOT BOXES**

- SECTION 1** The City shall permit the Union to provide one bulletin board at a location designated by the Police Chief, for the posting of Union meetings and elections, reports of Union committees, and other notices or announcements that would be of benefit or interest to each employee. City computers and equipment (e-mail, telephone, etc.) may be used to notify members of meeting dates and times. No other Union activity shall be allowed on City equipment. All posted notices shall be on Union stationery and signed by an officer of the Union.
- SECTION 2** Posted notices shall not contain anything political, discriminatory, or anything reflecting adversely upon the City or any of its employees. Any Union authorized violation of this Article shall entitle the City to cancel immediately the provisions of the Article and prohibit the Union further use of the bulletin board.
- SECTION 3** The bulletin board shall be for the exclusive use of the Union.
- SECTION 4** The City will permit the Union to use one ballot box provided by the Union, at an assembly area designated by the Police Chief, for use in Union elections. No employee shall participate in any Union elections, in any manner, during his/her tour of duty.
- SECTION 5** The City will permit the distribution, in each employee's designated message box, of reports of Union committees and other notices or announcements of benefit or interest to the employees.

## **ARTICLE IX EMPLOYEE RIGHTS**

**SECTION 1** The security of the City of Scottsbluff, its citizens, plus the integrity and reputation of the Department, depends to a great extent, on the manner in which personnel of the Department perform their varied and difficult duties. The performance of such duties involves each employee in all manner of contacts and relationships with the public.

- A. Out of such contacts and relationships may arise questions concerning the actions of each employee of the Department. Such questions require prompt investigation by superior officers. The officer shall be timely notified by appropriate Police Department personnel of the complaint, unless to do so might jeopardize the investigation of a complaint, and that determination shall be made by the Police Chief
- B. To ensure that such investigations are conducted in a manner conducive to good order and discipline, meanwhile observing and protecting the individual rights of each employee of the Department, the following rules are hereby established.

**SECTION 2** The interview of any employee shall be conducted at a reasonable hour after said employee has been given reasonable notice as to the incident involved and the time the interview is to be conducted. Said interview shall be conducted when the employee is on duty or between 8:00 a.m. and 5:00 p.m., unless the urgency of the investigation dictates otherwise. If such interview occurs during off-duty time of the employee being interviewed, the employee shall be compensated for off-duty time in accordance with the overtime procedures of this contract.

- A. The interview shall take place at a location designated by the investigating officer, preferably at the Department.
- B. Each employee interviewed shall be informed of the name and rank of all persons present. Should an employee be directed to leave his/her post during the investigation, the shift commander shall be notified immediately.
- C. No complaint against an employee, alleging brutality in the execution of his/her duties, shall be investigated unless the complaint is in written form.
- D. Each employee being interviewed shall be informed verbally of the nature of the investigation, name and address of all complaining parties, before the interview commences. The employee shall be informed of his/her right to make notes.
- E. The interview session shall be for a reasonable period of time, depending upon the seriousness of the investigation. Unless agreement is reached to

continue a period of two hours shall be the maximum time allowed for any one session of the interview.

- F. Reasonable rest periods shall be allowed within the two (2) hour period. Time shall be provided for personal necessities, meals, telephone calls, etc., as are reasonably necessary.
- G. Each employee being interviewed shall not be subject to any offensive or abusive language, nor threatened with dismissal or other disciplinary action. Nothing herein is to be construed as to prohibit the interviewing officer from informing the employee that his/her conduct can be the subject of disciplinary action should he/she refuse to obey a lawful order of the ranking officer. No promise or reward shall be made as an inducement to answering any question. Each employee being interviewed shall be asked questions by and through no more than two investigators. The employee shall not be required by the Department to submit to interviews by the press or news media without his/her expressed consent, nor shall his/her home address, phone number or photograph be given to the press or news media without his/her consent.
- H. **Under Arrest:** When the employee being interviewed is under arrest, or is likely to be placed under arrest as a result of the interview, he/she shall be informed of Miranda Rights prior to the commencement of the interview.

At the request of the employee under arrest or the employee who has been advised he or she is likely to be placed under arrest, and prior to any interview, the employee shall have the right to be represented by counsel of his/her choice who may be present at all times during such interview. The attorney shall not participate in the interview except to counsel the employee. The employee may request a postponement of the initial interview to contact any attorney of his/her, choosing. The interview may not be postponed more than 24 hours, with allowances being made for weekends and holidays.

- I. **Violation of Department/City Rules:** When an employee being interviewed in a non-criminal matter for violation of departmental rules, regulations, or orders, the employee will not be advised of Miranda Rights, but will be allowed the presence of legal counsel during the interview. The interview may be postponed for not more than 24 hours (together with an immediately following weekend or holiday) for the employee to obtain the services of legal counsel, if desired. The attorney shall not participate in the interview except to counsel the employee. The employee shall answer truthfully all questions concerning the investigation posed by the interviewing officer. When the employee refuses to answer such questions, he/she will be informed that refusal to answer can become the subject for disciplinary action.
- J. **Non-criminal vs. Criminal conduct:** When the employee is being interviewed in a non-criminal matter and there is likelihood that the

interview may reveal criminal conduct on the part of the employee, the employee shall be advised of constitutional rights prior to the commencement of any interview. The employee shall be advised that if he/she does not waive these rights, the results of the interview cannot and will not be used against him/her in a criminal court of law. However, the employee will be required to answer all questions to assist in the administrative process. When the employee is interviewed and does waive rights, he/she shall be informed that the results of the interview can be used by the department in both an administrative and criminal action, if the accusations are proven.

- K. **Tape recording:** No tape recording will be made of the interview without prior advisement. There will be no "off-the-record" questions during a recorded interview.

**SECTION 3 Polygraph Non-criminal:** No employee of this Department shall be compelled to submit to a polygraph examination on a complaint without corroborating evidence in a Non-criminal matter, unless the complaining party is requested and submits to a polygraph examination beforehand. Should the complainant refuse or fail the examination, the employee would not be required to take such a test. If the complaining party passes the examination showing the truth in the complaint, or if there is sufficient corroborating evidence, the Police Chief may order the employee to submit to the examination. Failure to comply can become the basis for termination for insubordination.

- A. **Polygraph (Criminal):** In criminal matters under investigation, each employee shall be advised of his/her right to accept or reject the polygraph examination. Should the employee elect to refuse the polygraph, he/she may be ordered to take the examination by the Police Chief as an aid in the administrative investigation. Failure to submit may be the cause for disciplinary action. Each employee will be informed that the refusal to submit to the examination cannot and will not be used against him/her in a criminal court of law. Should the employee waive his/her rights and elect to take the polygraph examination, any information derived from the examination may be used by the department in both administrative and criminal actions.
- B. In Criminal matters when an employee refuses to submit to a polygraph examination after being ordered to do so by the Police Chief, disciplinary action may be suspended, unless the employee is under arrest, until the final court disposition of the matter, or he/she may be terminated for insubordination. The disposition of the disciplinary action against the employee, if any, shall rest with the City manager upon recommendation of Police Chief.
- C. Each employee may, at any time, request a polygraph examination.



- SECTION 4** Each employee shall read and be allowed to sign and date any document having reference to the results and/or disposition of an investigation, prior to its being placed in the employee's personnel file.
- SECTION 5** Each disciplined employee has the right of appeal available to employees as outlined in the Contract.
- SECTION 6** Nothing contained herein shall preclude or prohibit any employee from pursuing civil litigation for false and/or malicious complaints.
- SECTION 7** In the event that any section, sub-section, or other portion of this Article should be found unconstitutional, illegal, or otherwise invalid, the remainder of the Article shall continue in full force and effect.

## **ARTICLE X REDUCTIONS IN FORCE**

The Civil Service Commission will make recommendations concerning possible changes in the reduction in force policy to the City Manager. The City Manager will consider such recommendations, but shall not be bound by them in establishing changes. Prior to the adoption of the changes the City Manager and the City Council will, after giving reasonable notice to every police officer, conduct a public hearing. The City Manager will, in adopting any changes, consider factors including but not limited to the following primary factors.

- A. Seniority;
- B. The multiple job skills recently or currently being performed by the employee;
- C. The knowledge, skills, and abilities of the employee;
- D. The performance appraisal of the employee including any recent or pending disciplinary actions involving the employee;
- E. The employment policies and staffing needs of the department together with contracts, ordinances, and statutes related thereto;
- F. Required federal, state, or local certifications or licenses.

## **ARTICLE XI COMMITTEES**

### **LABOR-MANAGEMENT COMMITTEE**

Representatives of the Union and City, to include the Human Resources Director, Chief of Police and City Manager will meet periodically over the course of each year to discuss items of interest to both parties in an effort to benefit the operation and environment of the organization through joint study and planning. Either party may initiate a meeting at any time during the course of the year.

### **SAFETY:**

One member of the bargaining unit shall serve as a representative on the Safety and Wellness Committee as established by the City of Scottsbluff Personnel Manual. The representative shall be appointed by the City Manager upon recommendation by the Police Chief from names furnished by the Union President. The Safety and Wellness Committee meets quarterly, as a minimum, to discuss safety problems and tour a City department.

In addition to serving on the Safety Committee, Officers may volunteer to train other City departments in their areas of expertise. Such training shall occur only during the Officer's normal schedule or appropriately compensated for overtime.

## **ARTICLE XII UNION BUSINESS**

**SECTION 1** Union officials who are members of the bargaining committee, not to exceed four (4) in number, shall be granted leave from duty without pay for time spent in conducting union business. Provided, Union officials who are conducting union business will be eligible to draw pay for such time to the extent that members of the Union had contributed accrued time to a "bargaining pay pool" to be established jointly by the City and the Union. Negotiation sessions shall be scheduled so as to minimize the impact on such "pool."

**SECTION 2** Union officials, not exceeding two (2) in number shall be granted leave from duty without pay for the purpose of attending Union meetings, conventions, education conferences or conducting Union business. Such leave shall be contingent upon a written request by the Union and approval by the Police Chief no less than one week in advance of the requested leave dates, provided that the leave from duty without pay shall not exceed forty (40) hours per person annually.

**SECTION 3** The City shall allow the Union to make use of copy reproduction devices available to the City. The Union shall reimburse the City for reproduction costs at a rate of \$100 per contract year. The Union shall be allowed to use City equipment to e-mail notice of meetings to members. No other Union business shall be conducted using City equipment.

## **ARTICLE XIII**

### **SENIORITY**

- SECTION 1** Seniority shall be based on continuous length of service in a classification without a break or interruption; provided that absence on authorized leave without pay or lay-off for thirty (30) calendar days or less, shall constitute a break or interruption of service within the meaning of this Article; provided, further that in the case of an absence on authorized leave without pay, the period of such absence shall be excluded in computing accumulated seniority. The Police Chief may waive the provisions of this section when the Chief determines it to be in the public interest.
- SECTION 2** Seniority shall commence from the date an employee enters a classification.
- SECTION 3** A list of employees arranged in order of seniority by classification shall be maintained and made available for examination by each employee, provided that the seniority list be revised and updated at the end of each fiscal year, a copy of the same shall be transmitted to the Union representative. The Union will have the list posted on its bulletin board within 24 hours of receiving the list. The list shall be deemed correct if no grievance is filed within five (5) days of delivery of the list to the Union representative.
- SECTION 4** Where two or more employees in the same classifications were appointed on the same date, their seniority standing shall be determined in order of their rank on the eligible list from which their appointments were made.
- SECTION 5** Seniority within a classification is the determining factor under Police Department Policy for taking of vacation leave and a factor in filling shift assignments. This consideration of employment is hereby made part of this Contract with the Police Chief having the discretion in the public interest, to make adjustments in making assignments and assigning vacation time.

## **ARTICLE XIV**

### **HOURS OF WORK IN DUTY SHIFTS**

- SECTION 1** Eight-hour shift: Eight hours shall constitute a day's work and five consecutive calendar days shall constitute a week's work. Two work weeks shall constitute an 80-hour work period. Each employee shall be entitled to two consecutive days off each week unless in conflict with shift or other assignment changes or as specified in Section 4 of this article.
- SECTION 2** Ten-hour shift: Ten hours shall constitute a day's work and four consecutive calendar days shall constitute a week's work. Two work weeks shall constitute an 80-hour work period. Each employee shall be entitled to three consecutive days off each week unless in conflict with shift or other assignment changes or as specified in Section 4 of this article.
- SECTION 3** Twelve-hour shift: Twelve hours shall constitute a day's work and six twelve-hour work day's with one eight hour work day, within two calendar weeks, shall constitute

a work period. No employee shall be scheduled to work more than three consecutive twelve-hour days without having at least two consecutive days off unless in conflict with shift or other assignment changes or as specified in Section 4 of this article.

**SECTION 4** During an emergency or extenuating circumstances, as determined by the Police Chief, each employee's shifts, hours, and duties may be established at the discretion of the Police Chief.

## **ARTICLE XV**

### **ATTENDANCE IN COURT, CONFERENCES, AND OTHER MEETINGS**

#### **SECTION 1**

- A. This section applies to each employee required to attend during off duty hours, as a witness or in other capacity directly related to official duties, any of the following activities
  - 1. Any case pending in the County Court or District court;
  - 2. Any Grand Jury proceeding;
  - 3. Any conference with the City or County Attorney or their respective Assistants;
  - 4. Any proceeding of city, county, state or federal governments (including subdivision or agencies thereof).
- B. Each employee who is required to attend an activity described in paragraph A shall be entitled to:
  - 1. A minimum of two (2) hours at the rate of time and one-half (1½) for each appearance, or one and one-half (1½) times the actual number of hours in attendance, whichever is greater; However,
  - 2. If two or more appearances occur on the same date and location, each employee shall be entitled to time and one half (1½) compensation for the lesser of:
    - a. The number of appearances multiplied by two hours, or,
    - b. The number of hours comprised within the period commencing with the start of the first appearance and ending with the finish of the last appearance (less one hour for lunch if the appearances occur both in the fore and afternoon).
  - 3. Each employee who attends an activity described in paragraph A, on a previously scheduled vacation day, will be compensated for a minimum of eight (8) hours of straight time or time and one-half (1½) times the actual hours in attendance, whichever is greater.
- C. Each employee shall contact the designated representative of the City Police Department no more than 8 hours prior to appearing for any of the activities described in paragraph A for notice regarding the scheduling or cancellation of the activity.

1. If the activity has been canceled, the employee is not required to appear for the activity;
2. If the employee is notified that the activity is still scheduled and appears for the activity, and is then notified that the activity has been canceled, the employee will be entitled to two (2) hours at the rate of double (2) time.
3. In the situation where an employee has a regularly scheduled day off and has been scheduled for court, if the court or the Police Department fails to notify the employee of a known cancellation as evidenced by court record, by the end of the business day (4:30 p.m. prior to the scheduled date, the employee will be compensated for two (2) hours of double time.
4. Employees required to attend a regular court appearance with less than 8 hours advance notice will be entitled to two (2) hours at the rate of double (2) time.

**SECTION 2** When the employee is testifying in other litigation to which he/she is a party or witness and which does not involve duty as a police officer, the employee may use vacation leave or compensatory time off or be granted leave without pay for the length of such service.

**SECTION 3** Each employee who is called for witness or jury duty shall present to his/her supervisor the original summons subpoena from the court.

**SECTION 4** Fees received for jury service or as a witness in a federal, state or county court shall be deposited with the city clerk upon the employee's receipt thereof, provided the requirement shall not apply to fees received by employees when they are not on duty with the City. No employee shall receive witness fees paid from the City's funds.

## **ARTICLE XVI**

### **OVERTIME, COMPENSATORY TIME, AND CALL BACK PAY**

**SECTION 1** Overtime pay: Work performed by employees in excess of eighty (80) hours per fourteen (14) day work period shall be compensated at the rate of one and one-half (1½) times the number of hours worked in excess of eighty (80) hours per work period. For the purposes of this Article, work performed excludes funeral leave and excused absence without pay. Sick leave will no longer reduce overtime earned.

**SECTION 2** If an employee is called to duty during off-duty time and such time does not coincide with scheduled tour of duty, such employee shall be paid for a minimum of two (2) hours at the rate of time and one half (1½), or one and one half times the actual number of hours worked, whichever is greater. However, if the call back time is due to a telephone conference only, and the transaction can be completed from the officer's point of origin, the officer shall be paid for a minimum of one hour at the rate of time and one-half, or one and one-half times the actual number of hours worked, whichever is greater.

**SECTION 3** In calculating overtime pay, the following rule shall apply: If any employee works seven (7) minutes or less of overtime, the employee shall not receive any compensation for overtime. If an employee works more than seven (7) minutes and

less than twenty-three (23) minutes of overtime, the employee shall be compensated for one-quarter hour overtime. If the employee works more than twenty-two (22) and less than thirty-eight (38) minutes of overtime, the employee shall be compensated for one-half hour overtime. If the employee works more than thirty-seven (37) minutes and less than fifty-three (53) minutes of overtime, the employees shall be compensated for three-quarter hours of overtime. If the employee works more than fifty-two (52) minutes and less than sixty (60) minutes, the employee shall be compensated for one (1) hour of overtime.

**SECTION 4** In lieu of payment for overtime hours worked, the City may elect to give compensatory time off. If this request is approved, one and one-half hours of compensatory time shall be credited for each overtime hour worked. Double-time eligible work is credited with double-comp time.

**SECTION 5** Compensatory time off shall be earned at the same rate as overtime pay, as described in this Article. Employees shall be allowed to carry up to one hundred-eighty (180) hours of compensatory time during any fiscal year. The City will establish the procedure for taking earned compensatory time off. Seniority and non-discrimination shall apply as described in Articles III and XIII in the procedure for employees using compensatory time off.

The City and the Union agree to the following fiscal year compensatory cash payment rules. The intent is that earned compensatory time is paid out at the rate of pay in which it was earned.

- All compensatory balances in excess of 60 hours will be paid in full as a cash payment in the final pay period in the fiscal year. These hours will be available to use as time off going into the new fiscal year. Officer's wishing to cash out their full comp balances may request in writing to receive a full cash payment. The request must be received by HR/payroll one week prior to the payroll end date in which the fiscal year payout occurs.
- Compensatory time may be paid in cash per the employees request at any time during a fiscal year. Employee is required to submit a request for cash payment to HR one week prior to the payroll end date.

**SECTION 6** Management will govern the granting of compensatory time off regardless of time period prior to request for said time off. Employees will not be required to find a replacement for his/her shift when the employee desires normal compensatory time off, provided, each employee notifies his/her supervisor at least one (1) week in advance for one (1) day off or at least two (2) weeks in advance for two (2) or more days off.

However, employees may be requested to locate a replacement for their position, should request for compensatory time off be made beyond the accepted limits for compensatory time, volunteering for special training. (e.g. pistol matches), special seminars or other functions which each employee has the option to attend or not attend.

## **ARTICLE XVII HOLIDAYS**

**SECTION 1** The following and, in addition, any other days that may be designated by the City are paid holidays for employees:

1. New Year's Day – January 1
2. Martin Luther King, Jr. Day – 3<sup>rd</sup> Monday in January
3. President's Day 3<sup>rd</sup> Monday in February
4. Memorial Day – last Monday of May
5. Independence Day - July 4<sup>th</sup>
6. Labor Day – 1<sup>st</sup> Monday of September
7. Veteran's Day – November 11<sup>th</sup>
8. Thanksgiving Day – 4<sup>th</sup> Thursday of November
9. Day after Thanksgiving – 4<sup>th</sup> Friday of November
10. Christmas Day – December 25<sup>th</sup>

**SECTION 2** All employees will be paid (8) eight hours of holiday pay. Employees who work on any holiday shall be paid at a calculated rate to total 2 ½ times their regular rate of pay for the actual hours worked on a holiday. In lieu of pay for the hours worked on a holiday, employees may elect to put holiday bonus hours to compensatory time. The regular (8) hours of holiday pay is not allowed to be banked to compensatory time.

**SECTION 3** Personal Leave Day: Each employee is entitled to one (8) eight-hour personal leave day per contract year, which shall be used in accordance with the procedures provided for use of accumulated time-off. Such personal leave day shall not be cumulative from year to year and there will be no compensation for an unused personal leave day.

## **ARTICLE XVIII LEAVE PROVISIONS**

**SECTION 1** Accrual of sick leave: Sick leave will accumulate at the rate of eight (8) hours of sick leave for each calendar month of service. Sick leave may be accumulated up to nine hundred sixty (960) hours.

**SECTION 2** Sick leave with pay must be earned, however, sick leave may be advanced if approved by the City Manager. Employees may utilize their allowance of sick leave when unable to perform their work duties by reason of personal illness, job related fatigue, bodily injury, pregnancy, disease or exposure to contagious diseases under circumstances in which the health of other employees or the public would be endangered by attendance on duty. Sick leave with pay may also be taken to keep medical or dental appointments. It may also be granted for illness in the immediate family that requires the employee's personal care and attendance, in conjunction and accordance with the Family Medical Leave Act.

**SECTION 3** The Police Chief or authorized representative may investigate any sick leave taken by each employee. False or fraudulent use of sick leave shall be cause for disciplinary action and may result in dismissal.

**SECTION 4** If any employee is absent for reasons that entitle him/her to use sick leave, each employee or a member of his/her household shall notify the supervisor on duty at least thirty (30) minutes prior to scheduled reporting time. If any employee fails to notify the supervisor, when it was reasonably possible to do so, no sick leave shall be approved. Immediately upon return to work, each employee shall submit a leave form to the supervisor.

**SECTION 5** Funeral Leave: Funeral leave not to exceed three (3) days may be granted for the death of a member of employee's immediate family as defined in the Employee Personnel Manual. The City Manager may allow the use of sick leave in addition to the funeral leave if circumstances of the travel distance from Scottsbluff warrants such increase.

**SECTION 6** Job related injuries: Workers' compensation reports must be filed and signed within 48-hours after the accident has taken place, and sent directly to the city clerk. This is the responsibility of the employee, unless otherwise incapacitated, in which case the responsibility would fall on the direct supervisor.

An employee who is unable to work as a result of a job-related injury or disease for which workers' compensation benefits are payable; that portion of the employee's regular salary which is not paid by the workers' compensation insurance carrier will be paid by the City.

**SECTION 7** Separation of employment: Upon separation of employment (other than dismissal for cause or resignation in lieu of dismissal for cause) after fifteen (15) years of consecutive years or more of service, each employee will be compensated for fifty (50) percent of accumulated sick leave.



## **ARTICLE XIX VACATION LEAVE**

**SECTION 1** Employees covered by this contract shall earn an annual amount of vacation as defined by the service years below:

- Zero (0) to five (5) years of service:  
full-time employees: 80 hours of vacation leave;
- Six (6) to ten (10) years of service:  
full-time employees: 112 hours of vacation leave;
- Eleven (11) to fifteen (15) years of service:  
full-time employees 136 hours of vacation leave;
- Sixteen (16) or more years of service:  
full-time employees: 160 hours of vacation leave.

**SECTION 2** All vacation earned prior to the current pay period will be available for use up to the maximum allowed. The maximum amount of accumulated vacation will not exceed five (5) work weeks or 200 hours until the employee has achieved fifteen (15) years of service at which time the maximum increases to six (6) work weeks or 240 hours. \*Maximum limits for employees covered by this contract will be enforced effective September 1, 1997.

**SECTION 3** Vacation split: Vacation leave is given so that employees can relax from everyday work routine to return refreshed to their work and not suffer any loss of pay. Employees are encouraged to take vacation periods of at least one (1) work week subject to schedule approval by the Police Chief, to facilitate planning and scheduling of vacation leave; provided, an employee may take eight (8) hours, more or less, of vacation leave with the approval of the Police Chief.

**SECTION 4** REQUEST FOR VACATION LEAVE: In order to be granted vacation leave, each employee must apply for same according to established Department procedures. The employee must submit a request to the Police Chief two weeks in advance. All vacation leave taken must be shown on all payroll reporting and approved by the Police Chief, or delegated authority and The Human Resource Director.

The Police Chief can, for good cause, waive the notice of; at least two (2) weeks prior to the request for leave, relative to the request for use of eight (8) hours, more or less vacation leave.

## **ARTICLE XX**

### **UNIFORMS AND EQUIPMENT**

- SECTION 1** All employees required to wear uniforms will have uniforms furnished by the City in sufficient supply so that each employee may at all times present a clean and neat appearance. Such uniforms shall not include socks or shoes which will be provided by the individuals. The City will provide a plan whereby overshoes will be furnished to each employee. These uniforms are City property and shall not be converted to personal use.
- SECTION 2** The City shall provide a uniform allowance of \$58.25 per month, to be paid to non-uniformed employees for the purpose of supplying civilian attire. The allowance will be paid to the non-uniformed officer on a calendar basis in December of each year, subject to a written agreement between the City and the employee being made to provide for a prorated refund to the City in the event that employee should terminate for any reason during the year in which the uniform allowance has been paid.
- SECTION 3** The City shall provide such police equipment as shall be required by the Department.
- SECTION 4** Regular replacement article shall be provided as necessary for reasonable wear or damage or loss of uniforms and equipment occurring while in the performance of duties. Old gear must be returned.
- SECTION 5** Repairs shall be provided by the City if the damage occurred in the line of duty. Alterations due to weight change are the responsibility of each employee.
- SECTION 6** The Police Chief may authorize repair or reimbursement for clothing of non-uniformed employees or of shoes of any employee when such clothing or shoes have been damaged while in the performance of duties. In addition, the Police Chief may authorize reimbursement for repairs or replacement of personal gear damaged while in the performance of duties, such as glasses, frames, lenses, watches, watch bands, flashlights, binoculars, which the officer customarily wears or uses either out of necessity or by choice while on duty.
- SECTION 7** The City will provide for professional dry cleaning and minor repair services for uniformed officers and an equivalent of personal clothing for non-uniformed officers. The professional dry cleaning firm will be of the City's choice.
- SECTION 8** The City will provide one pair of leather gloves per officer. The gloves will be provided to assure proper safety and appearance standard are maintained. At least two Union members will meet with the Police Chief and jointly it will be determined the type of gloves to be purchased.

**ARTICLE XXI**  
**COLLEGE INCENTIVE PAY/TUITION REIMBURSEMENT**

- SECTION 1** In addition to his/her regular pay and any other compensation to which a college credit eligible member of the department as defined herein may otherwise be entitled, a college eligible employee of the department shall receive one-half percent of regular and overtime pay for each thirty (30) hours of college credit satisfactorily completed to up to ninety (90) hours of college credits satisfactorily completed, together with another one-half percent of regular pay upon attainment of a bachelor's degree, providing the conditions set forth in Section 3 to 5 inclusive, of this Article are met.
- SECTION 2** For the purpose of this Article, a college credit eligible member of the department shall include all police officers of the department.
- SECTION 3** All current college credit eligible members of the department shall be given credit for college hours earned in the past from an accredited college or university when sufficient proof of credits earned is supplied to the personnel officer.
- SECTION 4** All college credit eligible employees desiring to take such courses from and after the effective date of this contract must first obtain approval in advance from the Police Chief
- SECTION 5** Employees claiming compensation under this article must have a bachelors degree or all grades must be a least a "C" or better.
- SECTION 6** In any case not specifically covered by the provisions of this Article, the determination as to whether such courses qualifies for college credit will be determined in the sole discretion of the City Manager.
- SECTION 7** College incentive pay for each eligible employee will be provided beginning with the first pay period after the employee has provided the Personnel officer with proof of credits earned.
- SECTION 8** Employees are eligible for tuition reimbursement limited to \$600 per fiscal year per officer and shall include books, tuition and fees. Reimbursement will be based on guidelines outlined in the City of Scottsbluff Personnel Manual.

## ARTICLE XXII WAGES

All members of the bargaining unit as defined in Article 11 hereof, shall be paid according to the following pay schedule effective October 3, 2016.

### HOURLY PAY SCHEDULE

Class Title (6mo-1 year)	1	2	3	4	5	6	7
Officer	19.11	20.07	21.08	22.13	23.24	24.40	25.62
Sergeant	22.83	23.98	25.17	26.43	27.75	29.14	30.60

Non-Regular Employment: Time and one-half

At the end of probation, which is not less than six (6) months nor more than one (1) year after certification by the Nebraska Law Enforcement Training Center for police officers as provided by the Rules of the City's Civil Service Commission, and provided the probationary employee has demonstrated the capacity of fully performing the duties of the position fully satisfactorily as determined by the City Manager, each employee will be eligible for consideration of a raise to the next higher step of the position pay scale.

Thereafter, the step increment date for each employee will normally be the anniversary of the last increase, providing each employee's previous service has been satisfactory in every respect as determined by the City Manager. Certain circumstances such as a disciplinary action, extension of probation, extended absence from duty such as active military duty or leave without pay, or a promotion, may result in an employee taking longer than five years to go from Step 2 to Step 7.

#### **Field Training Officers:**

Field Training Officers shall receive an additional 3% of regular rate of pay, when they are actively training a new officer.

#### **Shift Supervisor:**

Officers acting as shift commander shall receive an additional 5% of regular rate of pay while serving as a shift supervisor.

#### **On Call Pay-Investigators:**

The On Call Investigator will receive 4 hours of straight pay for the week they are assigned On Call.

## **ARTICLE XXIII HEALTH INSURANCE**

### **HEALTH AND DENTAL INSURANCE**

The City will provide health and dental insurance to members. Participation shall be subject to policies and procedures as established in the City Personnel Manual and/or Administrative Regulations. Members are provided with information to assist in making plan and benefit selection. Union representatives will be invited (as non-voting members) to the Health Insurance Management Committee meeting to review plan year and be advised of recommendations made by the Health Insurance Committee which affect health/dental plans &/or premiums. The purpose of a union representative attending this meetings is to get immediate informaton about any changes to the plan. It is the responsibility of the Union President to notify the City within 7 days after the Health Insurance Committee meeting if the Union desires to re-open the contract to negotiate health insurance &/or dental insurance, as allowed by Article XXXI of the contract.

*Article XXXI of the SPOA's contract with the City of Scottsbluff states that during the term of the contract, negotiations may be re-opened for individual, specifically defined issues, such as cost of living increases, salary comparisons/increases, and health and dental premiums.*

## **ARTICLE XXIV LIFE INSURANCE**

The City shall provide a \$30,000 term life insurance policy for each employee.

The City will provide a plan for optional purchase of additional life insurance coverage, the premium to be paid by each employee.

## **ARTICLE XXV DISABILITY INSURANCE**

The City shall provide long-term disability insurance for each employee.

**ARTICLE XXVI**  
**NON-REGULAR AND OFF-DUTY EMPLOYMENT**

**SECTION 1** Off-duty employment is employment by an employer other than the City of Scottsbluff or self-employment. Such employment is permitted to the extent provided in the City's "Personnel Rules and Regulations" and the Police Department's "Policies and Procedures."

**SECTION 2** Non-regular employment is:

1. Law enforcement work performed as an employee of the City at times other than during regular working hours and other than court time and overtime for departmental purposes, and
2. For which work the City is reimbursed by some other agency or individual.

Such employment will usually consist of providing security services, traffic and crowd control, etc. for non-city sponsored events such as athletic events, recreational events, special programs or shows or other special events which may create a crowd control or security risk situation.

**SECTION 3** Non-regular employment will be arranged through the department according to procedures established by the Police Chief.

**SECTION 4** Employees working on a non-regular employment assignment will be paid as provided in Article XXII.

**ARTICLE XXVII**  
**RESIDENCE**

All employees shall reside not to exceed fifteen (15) miles from the City limits but, regardless, not to exceed thirty (30) minutes response time to the Police Department from the time of notification by the department as determined by the Police Chief.

## ARTICLE XXVIII PHYSICAL FITNESS PROGRAM

Any officer who wishes to participate in the physical fitness program and meets qualification of the program would be eligible to receive a city paid fitness benefit.

### ENROLLMENT:

Police Officers will be able to sign up for the physical fitness program once a year, during the City's open enrollment period, usually in December. Membership would be for the next calendar year. New Officers hired after January 1 can enroll anytime during the calendar year. If the Officer chooses not to enroll in their first calendar year of employment, he/she shall wait until the next open enrollment to join.

- **YMCA** enrollment is processed through the office of Human Resources. Do not enroll at the YMCA facility. After Union President has signed enrollment form, forward form to HR.
- **OTHER FACILITY OPTION:** The City agrees to recognize other facilities as options in the police physical fitness program, however all facilities must be approved by the Union and City. It is the responsibility of the Officer to enroll into an approved facility. Officer is required to provide Union President with documentation showing proof of enrollment, payment and fees associated with the facility. Documentation of enrollment and membership fees must be attached to enrollment form. The Union President's signature will be required on all new enrollment forms verifying approval of facility. Officer's eligible for a City paid fitness benefit will be limited to receiving a benefit amount not to exceed the YMCA police single membership rate.

### ATTENDANCE REQUIREMENTS:

Any officer participating in this program must provide documentation of a membership at an approved facility and proof that he/she has utilized the facility at least 50 times within the calendar year. An officer must spend at least 30 minutes engaging in some form of exercise for it to be considered a workout that applies towards meeting the attendance requirement.

The Officer will pay his/her monthly membership fee until such time as he/she has met the 50 times. Upon receiving documentation that the Officer met the attendance requirement of 50 times, the City will reimburse the fees already paid by the officer and the CITY will begin paying the monthly benefit/membership, not to exceed the YMCA single rate. Reimbursement of membership fees will only be allowed once and are determined by the original date of an enrollment into the fitness program. An Officer receiving a monthly City paid fitness benefit who does not meet the required 50 times during the calendar year, will be responsible for the fitness membership for the following calendar year. Once the Officer meets the attendance requirement after completing the year in which he/she is responsible for the City will once again begin paying the Officer's monthly fitness benefit. However, the Officer is not eligible for additional reimbursement.

#### *Attendance Reports:*

- *YMCA: Monthly attendance reports are provided to the City by the YMCA.*
- *OTHER FACILITY: It will be the responsibility of the Officer to provide the Union President with valid and accurate attendance reports. If reporting is found to be untimely or not accurate the employee will not be eligible for the City paid benefit. The Union Presidents signature will be confirmation that the Union Member has meet the requirements*

*of attendance at an approved facility. Attendance documents must be presented to Human Resources by the 20<sup>th</sup> of the month in order for a City paid benefit to be processed for the first pay period of the following month. Officer will not be eligible for back payments if information isn't presented to Human Resources timely.*

#### **MEMBERSHIP FEES:**

- **YMCA:** The City will process membership's through payroll deduction. Employee's eligible for a City-paid benefit will receive their benefit as a taxable payroll transaction. The City will pay all memberships directly to the YMCA.
- **OTHER FACILITY:** It will be the Officer's responsibility to pay his/her membership directly to the fitness facility. The City will not be involved in the transfer of funds to "other facilities". Once the Officer has met the attendance requirement and documentation has been provided to Human Resources the City will process the Officer's benefit allowance through the payroll system, as a taxable payroll transaction.

#### **CANCEL MEMBERSHIP:**

- **YMCA: \*DO NOT GO TO THE YMCA TO CANCEL MEMBERSHIP.** Cancellation must be done through the Human Resources Office. A form is required from HR and can be obtained upon request.
- **OTHER FACILITY:** It is the responsibility of the Officer to cancel his/her membership. It is also the responsibility of the Officer to notify the Union President and Human Resources immediately if a membership has been canceled. Failure to provide cancellation notice to City may result in the Officers denial of future participation in the program and the Officer will be financially responsible to reimburse the City for any benefits that were paid to the employee after the date in which the membership ended.

Officers wishing to change fitness facilities must wait until open enrollment, or the change will be considered a cancellation in fitness program during the current calendar year. The Officer will not be eligible for a City paid benefit until he/she has once again met the requirements of the program at a new facility.

#### **HEALTH FAIR:**

All Union members enrolled in the Physical Fitness Program shall participate in the City's annual Health Fair. The Health Fair may include a blood draw to test sugars and cholesterol, blood pressure, etc. The CITY agrees to pay for the testing if the member met the attendance requirement in the prior calendar year has a fitness membership at the time of the Health Fair. The CITY will pay for the testing for Officers who were hired and joined within the current calendar year but who have not yet met the attendance requirement.

Officers shall not be required to attend the CITY'S Health Fair if on that day they are sick, on scheduled vacation, on an active call, or have a reasonable excuse for not attending. However, in lieu of attending the CITY'S Health Fair, the Officer shall provide the CITY with verification that a similar screening from a qualified medical provider was conducted within the calendar year. Officer's covered under the CITY'S health insurance plan have a wellness benefit that may cover the screening. No other CITY funds will be provided to pay for the individual screening.

#### **ADDITIONAL INFORMATION**

Non-participation in the fitness program will not allow the individual to be compensated monetarily or by any other means.



Falsely reporting membership or attendance records will result in disciplinary action. An Officer found at fault will be responsible for reimbursing fees to the City and will no longer be eligible for the City paid fitness benefit.

**Family Membership:**

YMCA family memberships are allowed, however the employee is responsible for the difference between the single and family membership fees. Member's interested in obtaining a family membership and currently have a single membership can contact Human Resources to change their membership to family, or the change may be made during the City's open enrollment period.

**NEW RECRUITS:**

An entrance fitness test based on the Cooper Standards will be administered to all applicants participating the the Civil Service Commission exam process. Applicants must pass this fitness test to be elibile for employment.

The SPOA agrees that they will assist the City in conducting this testing process.

**ARTICLE XXIX  
STRIKES AND LOCK-OUTS**

Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in or condone any strike, slowdown, concerted stoppage of work, or any other intentional interruption of operations of the Department by employees of the Department.

**ARTICLE XXX  
SAVING CLAUSE**

If any provision of this Contract is subsequent declared by the proper legislative or judicial authority to be unlawful or unenforceable or not in accordance with applicable statutes or ordinances, all other provisions of this Contract shall remain in full force and effect for the duration of this Contract.

**ARTICLE XXXI  
CONTRACT LANGUAGE RE-OPENER**

During the term of the contract, contract language may be modified if recommended by the Union and mutually agreed to by the City. The contract may be re-opened for individual, specifically defined issues only, such as cost of living increases, salary comparisons/increases, and health and dental premiums. This provision is not to be construed as a broad license to re-negotiate the contract in its entirety prior to the expiration of the contract.

**ARTICLE XXXII  
TERMINATION OF AGREEMENT**

This Agreement shall be effective as of the 1st day of October, 2016 and shall remain in full force and in effect until the 30th day of September, 2019. It shall automatically renew from year to year thereafter unless either party shall notify the other in writing no later than 180 days prior to expiration that one party wishes to terminate or modify the Agreement. Response time from receipt of such notice to modify shall be no later than April 15. In which event, the Agreement shall terminate on its expiration date. However, by agreement of the parties, the terms and conditions of the Agreement may be continued following expiration. In the event of a request for termination or modification, all of the terms and conditions of the Agreement are subject to negotiation and re-negotiation and new topics and subject matter may be brought up during the negotiations by either party.

IN WITNESS WHEREOF, the parties hereto have set their hands this \_\_\_\_ day  
of \_\_\_\_\_, 2016.

SCOTTSBLUFF POLICE OFFICERS  
ASSOCIATION, INC.

By \_\_\_\_\_  
President

CITY OF SCOTTSBLUFF

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

ATTEST:

\_\_\_\_\_  
City Clerk of the City of Scottsbluff

**EXHIBIT "A"**

**AUTHORIZATION FOR PAYROLL DEDUCTION**

By: \_\_\_\_\_  
(Please print last name, first name, middle initial)

Classification: \_\_\_\_\_ SSN: \_\_\_\_\_

TO THE CITY OF SCOTTSBLUFF:

Effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, I hereby request and authorize you to deduct from my earnings on each pay period of each month, a sufficient amount to provide for the regular payment of the current rate of monthly UNION dues as certified by the UNION. The amount deducted shall be paid to the Treasurer of the Scottsbluff Police Officers Association, Inc. This authorization shall remain effective unless terminated by me by written notice to the CITY.

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

\_\_\_\_\_  
Union Representative

# **City of Scottsbluff, Nebraska**

**Monday, July 18, 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: Cindy Dickinson, City Clerk**