

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

Regular Meeting
September 6, 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 August 29, 2016 Regular Meeting.
 - b) Refer the Blight and Substandard Study for the East Overland Corridor to Planning Commission for Review and Recommendation.
 - c) Set a public hearing for September 19, 2016 at 6:05 p.m. to determine if the East Overland Corridor should be declared substandard and blighted.
7. Claims:
 - a) Regular claims.
 - b) Council to consider a request for payment of claim by warrant in the amount of \$600.00 for Paving District #313, Avenue G – Owen Development, and approve the Resolution.
8. Petitions, Communications, Public Input:
 - a) Comment from a property owner regarding the Downtown 18th Street Plaza Plan.
9. Bids & Awards:
 - a) Council to consider awarding the bid for the intersection bulb-out project on Broadway to Infinity Construction in the amount of \$391,283.00 and authorize the Mayor to execute the contracts.
10. Public Hearings:

- a) Council to conduct a Public Hearing as advertised for this date at 6:05 p.m. to consider an application for a Community Development Block Grant for a Phase I Pre-Development Plan.
 - b) Council to approve the Resolution authorizing the Mayor to execute the Community Development Block Grant Application and all related documents.
11. Resolution & Ordinances:
- a) Council to consider an Ordinance adopting the budget statement to be termed the annual appropriation bill for FY 2016-2017 (second reading).
 - b) Council to consider an Ordinance amending the code regarding utility user fees, effective October 1, 2016 (third reading).
 - c) Council to consider an Ordinance levying a special assessment in Paving District No. 311 (third reading).
 - d) Council to consider an Ordinance providing for a new 1 ½% restaurant occupation tax, effective January 1, 2017.
 - e) Council to consider approval of the Permit to Occupy State Highway Right of Way between the Nebraska Department of Roads and the City for the Scottsbluff Monument Valley Pathway project and approve the Resolution.
12. Executive Session
- a) Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda.
13. 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
14. Council reports (informational only):
15. Scottsbluff Youth Council Representative report (informational only):
16. Adjournment.

City of Scottsbluff, Nebraska

Tuesday, September 6, 2016

Regular Meeting

Item Consent1

Approve Minutes of the August 29, 2016 Regular Meeting.

Staff Contact: Cindy Dickinson, City Clerk

The Scottsbluff City Council met in a regular meeting on Monday, August 29, 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 August 26, 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 August 26, 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 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, and Scott Shaver. Absent: Mark McCarthy. 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.

Moved by Council Member Gonzales, seconded by Council Member McCarthy that, "the minutes of the August 15, 2016 Regular Meeting be approved," "YEAS", Meininger, Colwell, and Gonzales "NAYS" Shaver. Absent: McCarthy.

Tim Arlt, General Manager with NPPD, gave the Council an update on the Community Solar Project. He informed the Council that the Solar Developer, Mesner Development Corporation LLC, has hired GenPro as the solar installer. They are waiting for the completion of the Phase I Environmental assessment, which should be complete the middle of September.

Most retail customers within the community will be eligible to participate. The minimum participation is one solar energy share which is equal to 150 kWh/month of solar energy and the maximum is five solar energy shares. There is a \$50 enrollment fee, which is refundable after three years. The participation is transferable within the community. The installer has indicated that they can get 150 kilowatts at the proposed location if the city is willing to expand from the previously discussed 100 kilowatts. This is a higher generation and would drive the cost of the service down. The agreement follows the current Memorandum of Understanding. City Attorney Olsen asked if there is a risk for the City to go to 150 kilowatts. Mr. Arlt explained that there is a downside of expanding to 150 kilowatts which will require the removal of more trees from the site. This increases the number of solar shares. The risk to the city is if no one participates in the program and the city carries the cost, of which the assumption is \$5807.00 per year. NPPD is negotiating a flat rate over a 20 year period. However, the cost to the city lowers with each participant.

Mayor Meininger commented that he likes the project and the idea of expanding the number of solar energy shares available. Council Member Shaver expressed his concern, looking at the risk for the future of the city if there are not enough participants. Moved by Mayor Meininger, seconded by Council Member Gonzales, "to agree to move forward with the Community Solar Project at 150 kilowatts pending

an approved agreement between the City and NPPD,” “YEAS”, Meininger, Colwell, and Gonzales, “NAYS” Shaver. Absent: McCarthy.

Mayor Meininger opened the public hearing at 6:30 p.m. for authorizing the final tax request for the 2016-2017 year at a different amount than the prior year request. City Manager Johnson explained that the difference of the property tax request due to valuation increase from the previous year is \$32,151.00. Staff is recommending approval of the tax request. There were no comments from the public. Mayor Meininger closed the public hearing at 6:32 p.m.

Moved by Council Member Gonzales, seconded by Council Member Colwell, “to approve Resolution No. 16-08-02 setting the final tax request for the 2016-2017 year at a different amount than the prior year request,” “YEAS”, Meininger, Colwell, Gonzales, and Shaver “NAYS” None. Absent: McCarthy.

RESOLUTION NO. 16-08-02

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

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

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

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

1. The 2016-2017 property tax request be set at \$1,767,435 for the City of Scottsbluff.
2. The 2016-2017 property tax request be set at \$54,100 for the Business Improvement District.
3. A copy of this resolution be certified and forwarded to the County Clerk on or before October 13, 2016.

PASSED AND APPROVED this 29th day of August, 2016.

Mayor

ATTEST:

City Clerk (seal)

Mayor Meininger opened the Public Hearing at 6:34 p.m. for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the FY 2016-2017 budget. City

Manager Johnson noted that the budget document attached to the Council packet has been changed from previous years to include some additional pictures, graphs and charts to explain the budget more clearly, increasing transparency and display where the funds are allocated.

Mr. Terry Jessen, resident, approached the Council and asked for the comparison of last year's budget to this year's budget. This information was provided to the public in the packet and during the budget workshop. Mr. Johnson explained that the increase in the tax request is due to the increase in the property valuation. The \$32,151.00 is a minimal increase compared to the entire budget. The general fund budget is basically flat due to the sales tax revenue

Mr. Jessen explained that he belongs to a group Taxpayers Lives Matter, which is basically an ag-based group. There are many ag related businesses in Scottsbluff who are affected by the city's budget. The agriculture economy is in a grave situation. As a representative of this group, he is asking that the city government spend less to balance the budget. He asked the City Council to reduce the budget by 10% from the prior year.

Mr. Johnson explained that Scottsbluff has the third lowest tax levy in the state of Nebraska and it has not been increased for many years. City Manager Johnson has also started a hiring freeze and has limited overtime to emergency need only.

Nathan Green, resident, commented on the great job the department heads have done, with less, each year. He appreciates the amenities in Scottsbluff and applauds the work that city staff has done to keep the budget down and maintain good programs in the city.

The Council is working to pay for projects as we go, rather than borrowing funds. The City as a whole is in a very good financial state, thanks to the efforts of our current and past City Managers, Councils and Department Heads. Council Member Gonzales noted that we could raise the property tax levy substantially, but have always chosen to keep it at the same level.

Mr. Johnson added that we are trying to do more with less, with the hiring freeze, no overtime, and no Cost of Living Adjustment for this year, except for Police and Fire. With those adjustments, we have done everything we can to cut the budget. The entire budget is on line on the city's web site. If someone does not have access to the internet, they can stop by City Hall and look at a copy of the budget.

Mayor Meininger closed the public hearing at 6:50 p.m.

The Council then considered an Ordinance adopting the budget statement to be termed the annual appropriation bill for FY 2016-2017.

Mayor Meininger introduced the Ordinance which was read by title on first reading: **AN ORDINANCE TO ADOPT THE BUDGET STATEMENT TO BE TERMED THE ANNUAL APPROPRIATION BILL; TO APPROPRIATE SUMS FOR NECESSARY EXPENSES AND LIABILITIES; TO PROVIDE FOR AN EFFECTIVE DATE.**

The Council considered a Special Designated Liquor License for The Elks Lodge to serve beer at the Monument Marathon After Party on September 24, 2016. Robin Darnall, Elks Club Manager, approached the Council and explained how they will manage the beer garden in conjunction with the Marathon After Party. They will have cattle fence, to prevent anyone not of age entering the beer garden. All attendees will be carded and will have wrist bands. Council Member Shaver asked why we need to have a beer garden when there is a bar across the street from the event. Ms. Darnall responded that the event will include a cooking competition and a football game on the big screen which will be in the parking lot. The Elks Club will also provide security for the event. Moved by Council Member Colwell, seconded by Council Member Gonzales, "to approve the Special Designated Liquor License for The Elks Lodge to serve beer at the Monument Marathon After Party on September 24, 2016 from 10:00 a.m. to 10:00 p.m. at the

18th Street Mini Park,” “YEAS”, Meininger, Colwell, and Gonzales, “NAYS” Shaver. Absent: McCarthy.

Mr. Chad Leeling, Shots Bar and Grill and Geno Bolzer, approached the Council regarding a Community Festival Permit for their One Year Anniversary Block Party on September 17, 2016. They had a similar party on August 13, 2016 which was a huge success for them. They will close 18th Street from Broadway to the alley next to Ave. A. They will have 12 security guards for the event. Mayor Meininger commented that there were quite a few complaints during their last event because of the noise of the band and DJ, which went until 1:00 a.m.

Mr. Leeling said the main event with the band will be done at 10:00 p.m., then the DJ will play for the rest of the event. The Council requested that they end the music by 12:30 a.m. Moved by Mayor Meininger, seconded by Council Member Shaver, “to approve the 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 One Year Anniversary Block Party on September 17, 2016, from 3:00 p.m. to 12:30 a.m.,” “YEAS”, Meininger, Colwell, Gonzales, and Shaver “NAYS” None. Absent: McCarthy.

Mr. Leeling also requested a Special Designated Liquor License for the One Year Anniversary. They will have cattle gates to block off the licensed area. Police Chief Spencer commented that they did not have any issues at their last event. They will check ID’s and provide security. Moved by Mayor Meininger, seconded by Council Member Shaver, “to approve a Special Designated Liquor License for SHOTS to serve beer, wine and distilled spirits at the One Year Anniversary Party on September 17, 2016, from 3:00 p.m. to 1:00 a.m. at 18th Street from Broadway to Avenue A,” “YEAS”, Meininger, Colwell, Gonzales, and Shaver “NAYS” None. Absent: McCarthy.

City Manager Johnson presented the application from Dave’s Welding for an Economic Development Assistance loan. This is a Commercial Industrial Equipment Repair and Maintenance Business. The loan amount of \$88,000 is for a nine-year term with job credit production, not to exceed \$10,000 per year for 10 employees. Mr. David Leis, owner of Dave’s Welding, explained that there is a need for additional welding businesses in our area. This application was presented to the LB840 Application Review Committee and was unanimously approved to forward to the City Council with a favorable recommendation.

His business will be located four miles north of town on Sugar Factory Road. Mayor Meininger added that this request fits with the Economic Development Plan and encouraged Mr. Leis to add more full time jobs if possible. Moved by Mayor Meininger, seconded by Council Member Shaver, “to approve the Economic Development Assistance Agreement with Dave’s Welding LLC and authorize the City Manager to execute the agreements as the Economic Development Program Administrator,” “YEAS”, Meininger, Colwell, Gonzales, and Shaver “NAYS” None. Absent: McCarthy.

City Manager Johnson presented the termination of a farm lease with Rodney Adams for property located at the Immigrant Trails Subdivision, which is necessary to proceed with the sale of this property. This lease will expire on November 30, 2016, or when all crops have been harvested, whichever is later. Moved by Council Member Shaver, seconded by Council Member Colwell, “to approve termination of the Farm Lease by mutual consent with Rodney Adams and authorize the Mayor to execute the agreement,” “YEAS”, Meininger, Colwell, Gonzales, and Shaver “NAYS” None. Absent: McCarthy.

Moved by Mayor Meininger, seconded by Council Member Shaver, “to remove from the table the item regarding the sale of property in the Immigrant Trail Subdivision to Samuel G. Adams,” “YEAS”, Meininger, Colwell, Gonzales, and Shaver “NAYS” None. Absent: McCarthy.

Mr. Johnson presented the purchase contract for the sale of property in the Immigrant Trail Subdivision to Samuel Adams. The Ordinance has been approved authorizing this sale. Closing will take place by December 30, 2016. Moved by Council Member Shaver, seconded by Council Member Colwell, “to approve 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,” “YEAS”, Meininger, Colwell, Gonzales, and Shaver “NAYS” None. Absent: McCarthy.

City Manager Johnson presented an agreement with the Wyoming Water Development Commission for the Platte Alliance Water Supply, Level II Study. He explained that this agreement has had eight to nine revisions since January of this year, and the Commission has agreed in principle with the terms. The Special Select Water Committee with the Wyoming State Legislature is very enthused about the opportunity to work on this study with Western Nebraska. Mr. Johnson informed the Council that MC Schaff and Associates have been chosen to work on this study. In addition, our Legal team of Simmons Olsen and Associates has been working on this project, specifically the regional governance structure.

Mr. Olsen, City Attorney noted that one part of the contract was very difficult during the negotiations. The Wyoming Water Development Commission wanted to retain all decision making, with Scottsbluff only having an advisory role. We wanted more than an advisory role, and negotiated this item with a final change to the contract stating that final submittals shall also be approved by the City of Scottsbluff. As we move forward with the feasibility study, MC Schaff and Associates will have to look at water rights, governance, and eminent domain issues. This agreement is moving forward with the design and Simmons Olsen Law Firm will be involved with these issues. The legal fees for this work has been included in the bid presented by MC Schaff and Associates and will be paid by MC Schaff and Associates. Scottsbluff now has the appropriate sign off ability for this project with this contract.

Mayor Meininger commented that this was one of the first projects that City Manager Johnson was assigned and has done a great job negotiating with the Commission and maintaining the City of Scottsbluff’s interest. Mayor Meininger noted that as we go forward he believes that water will be the next gold and stressed the importance of this project. Moved by Council Member Colwell, seconded by Council Member Gonzales, “to approve the Memorandum of Agreement with the Wyoming Water Development Commission for the Platte Alliance Water Supply, Level II Study and authorize the Mayor to execute the contract,” “YEAS”, Meininger, Colwell, Gonzales, and Shaver “NAYS” None. Absent: McCarthy.

Mr. Johnson presented the bid information received by the City of Gering for the Landfill Shredder at the Gering Landfill. Gering received a NDEQ grant for \$169,588 to pay for a portion of this shredder. The balance will be paid from the joint landfill account with Gering and Scottsbluff. Power Screening LLC provided a bid for new equipment that met all bid specifications, and was the preferred equipment of the Gering City Council. Moved by Council Member Gonzales, seconded by Council Member Colwell, “to endorse the Gering City Council selection of Power Screening LLC for the landfill shredder and authorize use of the landfill fund for the purchase,” “YEAS”, Meininger, Colwell, Gonzales, and Shaver “NAYS” None. Absent: McCarthy.

Rick Kuckkahn, Consultant, gave the Council a report on the following projects he has been working on over the past few months: Downtown Plaza Design, working with the Business Improvement District; Western Nebraska Economic Development committee; promotion of LB 357; Industrial Development Park site location; East Overland Blight and Substandard Study; and the East Overland Revitalization Plan.

Council introduced the Ordinance amending the code regarding utility user fees, effective October 1, 2016 which was read by title on second reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA AMENDING THE MUNICIPAL CODE IN REGARD TO SEWER USER FEES AT CHAPTER 6 ARTICLE 6, AMENDING WATER SERVICE FEES AT CHAPTER 6 ARTICLE 6, AMENDING THE SURCHARGE FOR STORMWATER AT CHAPTER 6 ARTICLE 6, AND AMENDING ARTICLE 19, CHAPTER 3, BY INSTITUTING A DELINQUENT CHARGE FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICES, REPEALING PRIOR PROVISIONS OF THE MUNICIPAL CODE, PROVIDING FOR PUBLICATION BY PAMPHLET FORM AND PROVIDING FOR AN EFFECTIVE DATE.**

Council introduced the Ordinance levying a special assessment in Paving District No. 311 which was read by title on second reading: **AN ORDINANCE FINDING, ASCERTAINING, DETERMINING, EQUALIZING AND FIXING THE BENEFITS TO AND LEVYING SPECIAL ASSESSMENTS UPON THE LOTS, LAND AND REAL ESTATE ABUTTING UPON AND ADJACENT TO AND ESPECIALLY BENEFITTED BY THE IMPROVEMENTS IN PAVING DISTRICT NO. 311 OF THE CITY OF SCOTTSBLUFF, NEBRASKA, FOR THE PURPOSE OF PAYING THE COSTS OF SUCH IMPROVEMENTS TO THE EXTENT OF SPECIAL BENEFIT TO SUCH LOTS, LANDS, AND REAL ESTATE BY REASON OF SUCH IMPROVEMENTS.**

As directed by the City Council, City Manager Johnson presented the proposed 4% occupation tax on hotel accommodations, effective December 1, 2016. Public comments were presented. Mr. Clarence Gealy representing the Hampton Inn voiced his concern about adding an additional tax and deterring potential customers from staying in Scottsbluff.

Mr. Johnson explained that he was tasked with finding an additional revenue sources. The Occupational Tax will generate the largest tax revenue without increasing the tax levy. The City's sales tax revenue is currently down and there is no surplus for the General Fund. The General Fund is used to fund the Police, Fire, Administration and the amenities which draw people to our community such as Parks, Library, and Recreation. We pay for most of these items with sales tax revenues. We need to diversify the general fund to ride out the wave when we have fluctuating revenues. An Occupation Tax such as the hotel tax is one way to diversity this fund.

We need to provide basic services and infrastructure for our residents and those who visit Scottsbluff. This year, we are taking \$385,000 from reserves to balance the budget. This is the maximum we can take from reserves based on City Council's policy to maintain three months of operating funds. We've had to decline funding outside, worthy organizations due to the short fall. It's important to be proactive with projections of future budgets.

Mr. Gealy asked why we don't spread the tax to other entities, like restaurants, rather than hit one industry. Council Member Colwell commented that since LB357 did not pass, which would have helped with infrastructure, we need to look at other resources. He was against taxing food with the restaurant tax and felt the hotel tax would be a good solution, since this comes from those traveling to our community, using our infrastructure. Council Member Shaver added that he is in favor of an occupation tax if it is only used for infrastructure.

Becca Gorsuch, also with the Hampton Inn, commented that Scotts Bluff County receives 5% lodging tax that she thought could be used for infrastructure. The Council informed her that the City of Scottsbluff does not have access to the funds collected by Scotts Bluff County. Individual entities can request funds from Scotts Bluff County.

Terry Jessen, Comfort Inn, commented that that increased taxes say to the businesses to not build here, don't stay here.

Mayor Meininger commented that staff provided a study showing our local taxes are still less expensive than other communities

Dana Weber, resident, commented that he feels this tax would drive away local business rather than draw new business. The restaurant tax would be better to pursue as broader base revenue. He suggested the City look at alternative ways to raise revenue.

Nathan Green, resident, commented that it seems unfair that the County and the State charge a hotel tax, but there is opposition to the City imposing a hotel tax.

Council took a five minute break, reconvening at 8:00 p.m. Council Members were present: Randy Meininger, Raymond Gonzales, Jordan Colwell, and Scott Shaver. Absent: Mark McCarthy.

Council Member Gonzales asked what will happen to the departments who rely solely on the General Fund if there is no additional revenue. Mr. Johnson stated we would look at across the board cuts in all departments to address the shortfall.

Harriett Aden, resident, addressed the Council, voicing her opinion of the importance of having a reliable source of revenue to save amenities, such as the Library. Our Scottsbluff Public Library is very special and it may struggle due to a lack of general fund revenue. She is hopeful that the City Council can provide a method to save some of these amenities.

The hotel/motel tax comparison study was shared with the public, showing the difference between all communities in the area.

Council Member Colwell offered to meet with the Hotel Industry owners to work on ideas to raise revenues and uses of the funds to provide for additional amenities in our community.

The Ordinance providing for a new 4% Occupation Tax on Hotel Accommodations was not introduced.

Mr. Johnson presented the FY16-17 Pay Resolution which includes an added position for an Economic Development Director, which will be paid with LB840 funds. There are other positions which have been either dissolved or combined to improve efficiencies. Moved by Mayor Meininger, seconded by Council Member Gonzales, "to approve Resolution No. 16-08-03, Pay Resolution for 2016 – 2017," "YEAS", Meininger, Colwell, and Gonzales "NAYS" Shaver. Absent: McCarthy.

RESOLUTION NO. 16-08-03

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

1. That the following Pay Plan for officers and employees of the City of Scottsbluff, Nebraska employed in Classified Positions be approved August 29, 2016 and effective October 3, 2016.

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

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

17	17.97	18.87	19.81	20.80	21.84	22.93	24.08
18	18.87	19.81	20.80	21.84	22.93	24.08	25.28
19	19.81	20.80	21.84	22.93	24.08	25.28	26.55
20	20.80	21.84	22.93	24.08	25.28	26.55	27.87

BI-WEEKLY RATES

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

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

HOURLY POSITIONS

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

EXEMPT POSITIONS

Professional, Administrative and Executive

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

3. That the following pay schedule for officers and employees in Unclassified Positions of the city is approved September 5, 2016 and effective October 3, 2016.

<u>Position</u>	<u>Salary Minimum</u>	<u>Salary Maximum</u>
City Manager	Established by City Council	

**Seasonal and Part-time
Hourly Rates**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
School Crossing Guard	\$9.00	\$9.50	\$10.00	\$10.20	\$10.40	\$10.60	\$10.80
Library Page	\$9.00	\$9.50	\$10.00	\$10.20	\$10.40	\$10.60	\$10.80
Laborer	\$9.00	\$9.50	\$10.00	\$10.20	\$10.40	\$10.60	\$10.80
Field Mntc. Groundskeeper	\$9.40	\$9.90	\$10.40	\$10.60	\$10.80	\$11.00	\$11.20
Waterpark Aide	\$9.00	\$9.50	\$10.00	\$10.20	\$10.40	\$10.60	\$10.80
*Lifeguard	\$9.00	\$9.50	\$10.00	\$10.20	\$10.40	\$10.60	\$10.80

*Lifeguard with Nebraska Certified Pool Operator’s License & assigned to the maintenance of the waterpark facility will receive an additional 30 cents per hour.

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

- The Pay Schedule for the position of Firefighters and Fire Captains working a 56 hour week shall be the schedule approved in a Resolution adopted by the Mayor and City Council on September 5, 2016 and effective October 3, 2016.

<u>Class Title</u>	<u>Hourly Pay Schedule (56 hour week)</u>							
	1	2	3	4	5	6	7	8
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	

- That the Pay Schedule for the position of Patrol Officer and Police Sergeant shall be the Schedule approved in a resolution approved by the Mayor and City Council on September 5, 2016 to be effective October 3, 2016.

<u>Class Title</u>	<u>Hourly Pay Schedule</u>						
	1	2	3	4	5	6	7
Patrol Officer	19.11	20.07	21.08	22.13	23.24	24.40	25.62
Police Sergeant	22.83	23.98	25.17	26.43	27.75	29.14	30.60

- Resolution No. 16-04-03 and all other resolutions in conflict with this resolution are repealed.

Passed and approved this 29th day of August, 2016.

Mayor

ATTEST:

City Clerk

Council Member Gonzales asked that staff report on a preliminary plan of what department cuts will take place as a result of the reduced general fund at the next meeting.

Moved by Council Member Shaver, seconded by Mayor Meininger, to adjourn at 8:20 p.m. “YEAS”, Meininger, Colwell, Gonzales, and Shaver “NAYS” None. Absent: McCarthy.

Mayor

Attest:

City Clerk

“SEAL”

City of Scottsbluff, Nebraska

Tuesday, September 6, 2016

Regular Meeting

Item Consent2

Refer the Blight and Substandard Study for the East Overland Corridor to Planning Commission for Review and Recommendation.

Staff Contact: Annie Folck, City Planner

City of Scottsbluff, Nebraska

Tuesday, September 6, 2016

Regular Meeting

Item Consent3

Set a public hearing for September 19, 2016 at 6:05 p.m. to determine if the East Overland Corridor should be declared substandard and blighted.

Staff Contact: Annie Folck, City Planner

City of Scottsbluff, Nebraska
Tuesday, September 6, 2016
Regular Meeting

Item Claims1

Regular claims.

Staff Contact: Liz Hilyard, Finance Director

UTILITY REFUNDS 9-6-16

Account #	Status	Contact	Service Address	Refund Amount
065-6261-02	Inactive	PAT J OBUCHOWSKI	319 HILL CREST SCOTTSBLUFF	77.35
075-6061-02	Inactive	ASCENCION OLIVARES	1121 5TH AVE SCOTTSBLUFF N	2.4
035-1351-05	Inactive	JESIKA GILLETT	325 W OVERLAND SCOTTSBLU	33.72
025-6249-03	Inactive	CROWN WEST	2027 CHAR AVE 3 SCOTTSBLUF	3
015-1943-01	Inactive	JANICE OLSEN	913 W ADLER DR SCOTTSBLUF	8.33
055-0846-01	Inactive	TAMARA OLSEN	1327 7TH AVE SCOTTSBLUFF N	14.38
045-5045-01	Inactive	FED EX GROUND SCOT/0	1117 19TH AVE SCOTTSBLUFF	50.72
Total				
7				\$189.90



Expense Approval Report

By Vendor Name

Post Dates 08/16/2016 - 09/06/2016

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 08424 - 21st CENTURY WATER TEHNOLOGIES, LLC					
Fund: 111 - GENERAL					
GROUND MAINT	GROUNDS MAINTENANCE				497.64
GROUND MAINT	GROUNDS MAINTENANCE				518.06
					Fund 111 - GENERAL Total:
					1,015.70
Vendor 08424 - 21st CENTURY WATER TEHNOLOGIES, LLC Total:					
1,015.70					
Vendor: 00460 - ACCELERATED RECEIVABLES SOLUTIONS					
Fund: 713 - CASH & INVESTMENT POOL					
WAGE ATTACHMENT	WAGE ATTACHMENT EE PAY				149.12
					Fund 713 - CASH & INVESTMENT POOL Total:
					149.12
Vendor 00460 - ACCELERATED RECEIVABLES SOLUTIONS Total:					
149.12					
Vendor: 09373 - AIR EVAC EMS, INC					
Fund: 812 - HEALTH INSURANCE					
MEMBERSHIP	CONTRACTUAL SERVICES				6,705.00
					Fund 812 - HEALTH INSURANCE Total:
					6,705.00
Vendor 09373 - AIR EVAC EMS, INC Total:					
6,705.00					
Vendor: 09021 - AIRGAS USA, LLC					
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				75.20
					Fund 621 - ENVIRONMENTAL SERVICES Total:
					75.20
Vendor 09021 - AIRGAS USA, LLC Total:					
75.20					
Vendor: 09681 - AIRLINE MEDIA PRODUCTIONS					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				270.00
					Fund 111 - GENERAL Total:
					270.00
Vendor 09681 - AIRLINE MEDIA PRODUCTIONS Total:					
270.00					
Vendor: 03711 - AMAZON.COM HEADQUARTERS					
Fund: 111 - GENERAL					
AV & Dep. sup.	DEPARTMENT SUPPLIES				499.58
AV & Dep. sup.	AUDIOVISUAL SUPPLIES				563.61
					Fund 111 - GENERAL Total:
					1,063.19
Vendor 03711 - AMAZON.COM HEADQUARTERS Total:					
1,063.19					
Vendor: 02118 - ANITA'S GREENSCAPING INC					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				272.22
					Fund 111 - GENERAL Total:
					272.22
Fund: 216 - BUSINESS IMPROVEMENT					
BID PRKNG LOTS	CONTRACTUAL SERVICES				758.89
					Fund 216 - BUSINESS IMPROVEMENT Total:
					758.89
Fund: 661 - STORMWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				230.00
					Fund 661 - STORMWATER Total:
					230.00
Vendor 02118 - ANITA'S GREENSCAPING INC Total:					
1,261.11					
Vendor: 04575 - AUTOZONE STORES, INC					
Fund: 111 - GENERAL					
VEH MAINT	VEHICLE MAINTENANCE				20.66
					Fund 111 - GENERAL Total:
					20.66
Vendor 04575 - AUTOZONE STORES, INC Total:					
20.66					

Expense Approval Report

Post Dates: 08/16/2016 - 09/06/2016

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00295 - B & H INVESTMENTS, INC					
Fund: 111 - GENERAL					
Dep. sup. - library	DEPARTMENT SUPPLIES				29.50
BLDG MAINT	BUILDING MAINTENANCE				14.75
BLDG MAINT	BUILDING MAINTENANCE				14.75
Dep. sup. - library	DEPARTMENT SUPPLIES				29.50
salt for water softener	DEPARTMENT SUPPLIES				20.50
Fund 111 - GENERAL Total:					109.00
Fund: 212 - TRANSPORTATION					
WATER FOR CREW	DEPARTMENT SUPPLIES				37.50
water for crew	DEPARTMENT SUPPLIES				57.50
Fund 212 - TRANSPORTATION Total:					95.00
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				49.50
dept supplies	DEPARTMENT SUPPLIES				23.50
dept supplies	DEPARTMENT SUPPLIES				23.50
Fund 621 - ENVIRONMENTAL SERVICES Total:					96.50
Vendor 00295 - B & H INVESTMENTS, INC Total:					300.50
Vendor: 09686 - BALGER TAYLOR					
Fund: 111 - GENERAL					
CAMPGROUND	CAMPGROUND FEES				120.00
Fund 111 - GENERAL Total:					120.00
Vendor 09686 - BALGER TAYLOR Total:					120.00
Vendor: 00405 - BLUFFS SANITARY SUPPLY INC.					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				16.75
DEPT/JANIT SUPPL	DEPARTMENT SUPPLIES				75.87
DEPT/JANIT SUPPL	DEPARTMENT SUPPLIES				75.87
DEPT/JANIT SUPPL	JANITORIAL SUPPLIES				2.53
DEPT/JANIT SUPPL	JANITORIAL SUPPLIES				2.52
Fund 111 - GENERAL Total:					173.54
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				15.58
dept supplies	DEPARTMENT SUPPLIES				66.00
dept supplies	DEPARTMENT SUPPLIES				56.50
dept supplies	DEPARTMENT SUPPLIES				26.99
Fund 621 - ENVIRONMENTAL SERVICES Total:					165.07
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				94.11
Fund 631 - WASTEWATER Total:					94.11
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				94.11
Fund 641 - WATER Total:					94.11
Vendor 00405 - BLUFFS SANITARY SUPPLY INC. Total:					526.83
Vendor: 00027 - CALM NIGHTS, LLC					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				179.90
Fund 111 - GENERAL Total:					179.90
Vendor 00027 - CALM NIGHTS, LLC Total:					179.90
Vendor: 00055 - CARR- TRUMBULL LUMBER CO, INC.					
Fund: 212 - TRANSPORTATION					
SUPP - HEM FIR	DEPARTMENT SUPPLIES				55.74
SUPP - HEM FIR	DEPARTMENT SUPPLIES				55.74
Fund 212 - TRANSPORTATION Total:					111.48
Vendor 00055 - CARR- TRUMBULL LUMBER CO, INC. Total:					111.48

Expense Approval Report

Post Dates: 08/16/2016 - 09/06/2016

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 09519 - CASTILLO P RICHARD					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				54.00
CONTRACTUAL	CONTRACTUAL SERVICES				54.00
CONTRACTUAL	CONTRACTUAL SERVICES				36.00
CONTRACTUAL	CONTRACTUAL SERVICES				42.00
CONTRACTUAL	CONTRACTUAL SERVICES				42.00
Fund 111 - GENERAL Total:					228.00
Vendor 09519 - CASTILLO P RICHARD Total:					228.00
Vendor: 07911 - CELLCO PARTNERSHIP					
Fund: 111 - GENERAL					
CELL PHONES	TELEPHONE				533.58
Data modem	CELLULAR PHONE				25.02
Monthly cell for fire	DEPARTMENT SUPPLIES				215.52
Fund 111 - GENERAL Total:					774.12
Vendor 07911 - CELLCO PARTNERSHIP Total:					774.12
Vendor: 00363 - CEMENTER'S INC					
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				508.26
Fund 641 - WATER Total:					508.26
Vendor 00363 - CEMENTER'S INC Total:					508.26
Vendor: 09690 - CHELSI GRAHAM					
Fund: 111 - GENERAL					
campground	CAMPGROUND FEES				225.00
Fund 111 - GENERAL Total:					225.00
Vendor 09690 - CHELSI GRAHAM Total:					225.00
Vendor: 02396 - CITIBANK N.A.					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				17.79
DEPT SUPP	DEPARTMENT SUPPLIES				32.37
DEPT SUPPL	DEPARTMENT SUPPLIES				7.58
Plans sent to vendor	POSTAGE				10.90
Fund 111 - GENERAL Total:					68.64
Fund: 212 - TRANSPORTATION					
SUPP - HANGING FOLDERS, CAR...	DEPARTMENT SUPPLIES				80.99
Fund 212 - TRANSPORTATION Total:					80.99
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				133.98
Fund 621 - ENVIRONMENTAL SERVICES Total:					133.98
Fund: 661 - STORMWATER					
DEPT SUP	DEPARTMENT SUPPLIES				429.96
Fund 661 - STORMWATER Total:					429.96
Vendor 02396 - CITIBANK N.A. Total:					713.57
Vendor: 05859 - CITIBANK, N.A.					
Fund: 212 - TRANSPORTATION					
SUPP - BATTERY FOR DRILL	DEPARTMENT SUPPLIES				99.99
SUPP - HOUSEHOLD FILTERS	DEPARTMENT SUPPLIES				53.64
Fund 212 - TRANSPORTATION Total:					153.63
Vendor 05859 - CITIBANK, N.A. Total:					153.63
Vendor: 00367 - CITY OF SCB					
Fund: 111 - GENERAL					
petty cash	DEPARTMENT SUPPLIES				19.88
POSTAGE	POSTAGE				46.04
Fund 111 - GENERAL Total:					65.92

Expense Approval Report

Post Dates: 08/16/2016 - 09/06/2016

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 641 - WATER					
petty cash	LICENSE/PERMITS				57.50
					Fund 641 - WATER Total:
					57.50
					Vendor 00367 - CITY OF SCB Total:
					123.42
Vendor: 01976 - CLARK PRINTING LLC					
Fund: 111 - GENERAL					
DEPT SUPPL	DEPARTMENT SUPPLIES				247.10
					Fund 111 - GENERAL Total:
					247.10
Vendor 01976 - CLARK PRINTING LLC Total:					
247.10					
Vendor: 03010 - COLONIAL LIFE & ACCIDENT INSURANCE COMPANY					
Fund: 713 - CASH & INVESTMENT POOL					
INSURANCE	LIFE INS EE PAYABLE				22.75
INSURANCE	DIS INC INS EE PAYABLE				25.95
					Fund 713 - CASH & INVESTMENT POOL Total:
					48.70
					Vendor 03010 - COLONIAL LIFE & ACCIDENT INSURANCE COMPANY Total:
					48.70
Vendor: 02995 - CONSOLIDATED MANAGEMENT COMPANY					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				84.93
SCHOOLS & CONF	SCHOOL & CONFERENCE				84.68
SCHOOLS & CONF	SCHOOL & CONFERENCE				93.42
					Fund 111 - GENERAL Total:
					263.03
					Vendor 02995 - CONSOLIDATED MANAGEMENT COMPANY Total:
					263.03
Vendor: 00267 - CONTRACTORS MATERIALS INC.					
Fund: 111 - GENERAL					
GROUNDS MAINT	GROUNDS MAINTENANCE				16.86
EQUIP MAINT	EQUIPMENT MAINTENANCE				33.13
GROUNDS MAINT	GROUNDS MAINTENANCE				37.78
EQUIP MAINT	EQUIPMENT MAINTENANCE				60.18
GROUND MAINT	GROUNDS MAINTENANCE				64.59
					Fund 111 - GENERAL Total:
					212.54
Fund: 212 - TRANSPORTATION					
ADA PANELS	DEPARTMENT SUPPLIES				122.50
SUPP - DIAMOND BLADE	DEPARTMENT SUPPLIES				254.80
SUPP - WOOD STAKES	DEPARTMENT SUPPLIES				57.82
					Fund 212 - TRANSPORTATION Total:
					435.12
Fund: 631 - WASTEWATER					
STRUCTURES	STRUCTURES				33.57
					Fund 631 - WASTEWATER Total:
					33.57
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				21.40
DEPT SUP	DEPARTMENT SUPPLIES				272.64
EQUIP MAINT	DEPARTMENT SUPPLIES				292.28
					Fund 641 - WATER Total:
					586.32
					Vendor 00267 - CONTRACTORS MATERIALS INC. Total:
					1,267.55
Vendor: 00406 - CRESCENT ELECT. SUPPLY COMP INC					
Fund: 212 - TRANSPORTATION					
ELECT. SUPP - RELAY	DEPARTMENT SUPPLIES				31.78
SUPP - DUCT SEAL	DEPARTMENT SUPPLIES				5.55
ELECT SUPP - RCL	DEPARTMENT SUPPLIES				23.54
					Fund 212 - TRANSPORTATION Total:
					60.87
					Vendor 00406 - CRESCENT ELECT. SUPPLY COMP INC Total:
					60.87
Vendor: 07689 - CYNTHIA GREEN					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				186.26

Expense Approval Report

Post Dates: 08/16/2016 - 09/06/2016

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
DEPT SUPP	DEPARTMENT SUPPLIES				9.87
				Fund 111 - GENERAL Total:	196.13
				Vendor 07689 - CYNTHIA GREEN Total:	196.13
Vendor: 03321 - DALE'S TIRE & RETREADING, INC.					
Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				25.78
EQUIP MAINT	EQUIPMENT MAINTENANCE				36.06
EQUIP MAINT	EQUIPMENT MAINTENANCE				41.50
EQUIP MAINT	EQUIPMENT MAINTENANCE				50.00
EQUIP MAINT	EQUIPMENT MAINTENANCE				62.12
EQUIP MAINT	EQUIPMENT MAINTENANCE				39.72
EQUIP MAINT	EQUIPMENT MAINTENANCE				97.34
EQUIP MAINT	EQUIPMENT MAINTENANCE				15.00
EQUIP MAINT	EQUIPMENT MAINTENANCE				22.63
				Fund 111 - GENERAL Total:	390.15
Fund: 621 - ENVIRONMENTAL SERVICES					
equip mtnc	EQUIPMENT MAINTENANCE				121.00
vehicle mtnc	VEHICLE MAINTENANCE				2,390.74
				Fund 621 - ENVIRONMENTAL SERVICES Total:	2,511.74
				Vendor 03321 - DALE'S TIRE & RETREADING, INC. Total:	2,901.89
Vendor: 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE					
Fund: 111 - GENERAL					
Monthly Long Distance	TELEPHONE				7.76
Monthly Long Distance	TELEPHONE				2.40
Monthly Long Distance	TELEPHONE				7.27
Monthly Long Distance	TELEPHONE				1.83
Monthly Long Distance	TELEPHONE				0.94
Monthly Long Distance	TELEPHONE				7.85
Monthly Long Distance	TELEPHONE				8.13
Monthly Long Distance	TELEPHONE				45.51
Monthly Long Distance	TELEPHONE				15.84
Monthly Long Distance	TELEPHONE				8.84
Monthly Long Distance	TELEPHONE				2.35
TELEPHONE	TELEPHONE				3.34
				Fund 111 - GENERAL Total:	112.06
Fund: 212 - TRANSPORTATION					
Monthly Long Distance	TELEPHONE				6.63
				Fund 212 - TRANSPORTATION Total:	6.63
Fund: 213 - CEMETERY					
Monthly Long Distance	TELEPHONE				2.96
				Fund 213 - CEMETERY Total:	2.96
Fund: 621 - ENVIRONMENTAL SERVICES					
Monthly Long Distance	TELEPHONE				3.69
				Fund 621 - ENVIRONMENTAL SERVICES Total:	3.69
Fund: 631 - WASTEWATER					
Monthly Long Distance	TELEPHONE				6.18
				Fund 631 - WASTEWATER Total:	6.18
Fund: 641 - WATER					
Monthly Long Distance	TELEPHONE				4.13
				Fund 641 - WATER Total:	4.13
Fund: 661 - STORMWATER					
Monthly Long Distance	TELEPHONE				1.34
				Fund 661 - STORMWATER Total:	1.34

Expense Approval Report

Post Dates: 08/16/2016 - 09/06/2016

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 721 - GIS SERVICES					
Monthly Long Distance	TELEPHONE				1.33
					Fund 721 - GIS SERVICES Total:
					1.33
					Vendor 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE Total:
					138.32
Vendor: 09557 - DILLMAN NANCY					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				518.49
					Fund 111 - GENERAL Total:
					518.49
					Vendor 09557 - DILLMAN NANCY Total:
					518.49
Vendor: 07421 - DUANE E. WOHLERS					
Fund: 621 - ENVIRONMENTAL SERVICES					
disposal fees	DISPOSAL FEES				450.00
disposal fees	DISPOSAL FEES				450.00
disposal fees	DISPOSAL FEES				450.00
					Fund 621 - ENVIRONMENTAL SERVICES Total:
					1,350.00
					Vendor 07421 - DUANE E. WOHLERS Total:
					1,350.00
Vendor: 01003 - ELLIOTT EQUIPMENT COMPANY INC.					
Fund: 621 - ENVIRONMENTAL SERVICES					
vehicle mtnc	VEHICLE MAINTENANCE				53.39
					Fund 621 - ENVIRONMENTAL SERVICES Total:
					53.39
					Vendor 01003 - ELLIOTT EQUIPMENT COMPANY INC. Total:
					53.39
Vendor: 03950 - ENERGY LABORATORIES, INC					
Fund: 641 - WATER					
SAMPLES	SAMPLES				77.00
SAMPLES	SAMPLES				10.00
					Fund 641 - WATER Total:
					87.00
					Vendor 03950 - ENERGY LABORATORIES, INC Total:
					87.00
Vendor: 06947 - ENFORCEMENT VIDEO, LLC					
Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				199.00
					Fund 111 - GENERAL Total:
					199.00
					Vendor 06947 - ENFORCEMENT VIDEO, LLC Total:
					199.00
Vendor: 09688 - ENVIRONMENTAL SERVICES INC					
Fund: 661 - STORMWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				7,951.20
					Fund 661 - STORMWATER Total:
					7,951.20
					Vendor 09688 - ENVIRONMENTAL SERVICES INC Total:
					7,951.20
Vendor: 09081 - ESQUIO RIOS JR					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				90.00
CONTRACTUAL	CONTRACTUAL SERVICES				54.00
CONTRACTUAL	CONTRACTUAL SERVICES				42.00
					Fund 111 - GENERAL Total:
					186.00
					Vendor 09081 - ESQUIO RIOS JR Total:
					186.00
Vendor: 02460 - FASTENAL COMPANY					
Fund: 212 - TRANSPORTATION					
SUPP - SCREWS	DEPARTMENT SUPPLIES				48.65
					Fund 212 - TRANSPORTATION Total:
					48.65
Fund: 213 - CEMETERY					
DEPT SUPP	DEPARTMENT SUPPLIES				7.12
					Fund 213 - CEMETERY Total:
					7.12
					Vendor 02460 - FASTENAL COMPANY Total:
					55.77

Expense Approval Report

Post Dates: 08/16/2016 - 09/06/2016

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 07574 - FAT BOYS TIRE AND AUTO					
Fund: 111 - GENERAL					
VEH MAINT	VEHICLE MAINTENANCE				480.00
VEH MAINT	VEHICLE MAINTENANCE				369.00
VEH MAINT	VEHICLE MAINTENANCE				556.00
					Fund 111 - GENERAL Total:
					1,405.00
Fund: 213 - CEMETERY					
VEH MAINT	VEHICLE MAINTENANCE				69.00
VEH MAINT	VEHICLE MAINTENANCE				9.00
EQUIP MAINT	EQUIPMENT MAINTENANCE				40.00
					Fund 213 - CEMETERY Total:
					118.00
Fund: 621 - ENVIRONMENTAL SERVICES					
vehicle mtnc	VEHICLE MAINTENANCE				974.52
vehicle mtnc	VEHICLE MAINTENANCE				4,302.36
					Fund 621 - ENVIRONMENTAL SERVICES Total:
					5,276.88
					Vendor 07574 - FAT BOYS TIRE AND AUTO Total:
					6,799.88
Vendor: 00548 - FEDERAL EXPRESS CORPORATION					
Fund: 631 - WASTEWATER					
POSTAGE	POSTAGE				45.86
					Fund 631 - WASTEWATER Total:
					45.86
Fund: 641 - WATER					
POSTAGE	POSTAGE				444.73
POSTAGE	POSTAGE				169.38
					Fund 641 - WATER Total:
					614.11
					Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:
					659.97
Vendor: 09331 - FLIAM, TYLER					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				15.00
					Fund 111 - GENERAL Total:
					15.00
					Vendor 09331 - FLIAM, TYLER Total:
					15.00
Vendor: 00794 - FLOYD'S TRUCK CENTER, INC					
Fund: 212 - TRANSPORTATION					
PARTS FOR D. TRUCK - PURGE K...	VEHICLE MAINTENANCE				89.96
PARTS FOR D. TRUCK - PURGE K...	VEHICLE MAINTENANCE				-30.00
					Fund 212 - TRANSPORTATION Total:
					59.96
Fund: 621 - ENVIRONMENTAL SERVICES					
vehicle mtnc	VEHICLE MAINTENANCE				1,518.22
equipment	EQUIPMENT				180,950.00
vehicle mtnc	VEHICLE MAINTENANCE				115.49
vehicle mtnc	VEHICLE MAINTENANCE				148.88
vehicle mtnc	VEHICLE MAINTENANCE				69.15
vehicle mtnc	VEHICLE MAINTENANCE				947.87
vehicle mtnc	VEHICLE MAINTENANCE				480.24
vehicle mtnc	VEHICLE MAINTENANCE				83.13
vehicle mtnc	VEHICLE MAINTENANCE				471.00
					Fund 621 - ENVIRONMENTAL SERVICES Total:
					184,783.98
Fund: 631 - WASTEWATER					
VEH MAINT	VEHICLE MAINTENANCE				448.03
					Fund 631 - WASTEWATER Total:
					448.03
					Vendor 00794 - FLOYD'S TRUCK CENTER, INC Total:
					185,291.97
Vendor: 03133 - FUN EXPRESS, LLC					
Fund: 111 - GENERAL					
dept supp	DEPARTMENT SUPPLIES				718.00
					Fund 111 - GENERAL Total:
					718.00
					Vendor 03133 - FUN EXPRESS, LLC Total:
					718.00

Expense Approval Report

Post Dates: 08/16/2016 - 09/06/2016

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00022 - GENERAL ELECTRIC CAPITAL CORPORATION					
Fund: 111 - GENERAL					
Department supplies	DEPARTMENT SUPPLIES				19.98
dept supp	DEPARTMENT SUPPLIES				24.61
department supplies	DEPARTMENT SUPPLIES				50.89
dept supp	DEPARTMENT SUPPLIES				2.47
Department supplies	DEPARTMENT SUPPLIES				24.46
department supplies	DEPARTMENT SUPPLIES				15.96
RECRUITMENT	RECRUITMENT				64.86
dept supp	DEPARTMENT SUPPLIES				164.75
Fund 111 - GENERAL Total:					367.98
Fund: 213 - CEMETERY					
DEPT SUPP	DEPARTMENT SUPPLIES				14.76
Fund 213 - CEMETERY Total:					14.76
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				56.06
Fund 621 - ENVIRONMENTAL SERVICES Total:					56.06
Vendor 00022 - GENERAL ELECTRIC CAPITAL CORPORATION Total:					438.80
Vendor: 04371 - HAWKINS, INC.					
Fund: 641 - WATER					
CHEMICALS	CHEMICALS				1,439.25
CHEMICALS	CHEMICALS				1,598.45
CHEMICALS	CHEMICALS				2,416.30
Fund 641 - WATER Total:					5,454.00
Vendor 04371 - HAWKINS, INC. Total:					5,454.00
Vendor: 00861 - HEILBRUN'S INC.					
Fund: 111 - GENERAL					
VEH MAINT	VEHICLE MAINTENANCE				606.98
VEH MAINT	VEHICLE MAINTENANCE				26.49
VEH MAINT	VEHICLE MAINTENANCE				69.98
VEH MAINT	VEHICLE MAINTENANCE				-69.98
VEH MAINT	VEHICLE MAINTENANCE				69.98
VEH MAINT	VEHICLE MAINTENANCE				18.52
VEH MAINT	VEHICLE MAINTENANCE				5.19
VEH MAINT	VEHICLE MAINTENANCE				200.89
VEH MAINT	VEHICLE MAINTENANCE				21.54
VEH MAINT	VEHICLE MAINTENANCE				83.72
equip maint	VEHICLE MAINTENANCE				-54.94
VEH MAINT	VEHICLE MAINTENANCE				798.26
VEH MAINT	VEHICLE MAINTENANCE				22.77
EQUIP MAINT	EQUIPMENT MAINTENANCE				9.55
GROUND MAINT	GROUNDS MAINTENANCE				8.13
VEH MAINT	VEHICLE MAINTENANCE				105.71
VEH MAINT	VEHICLE MAINTENANCE				199.90
VEH MAINT	VEHICLE MAINTENANCE				25.98
VEH MAINT	VEHICLE MAINTENANCE				8.13
equip maint	EQUIPMENT MAINTENANCE				45.64
VEH MAINT	VEHICLE MAINTENANCE				-69.98
VEH MAINT	VEHICLE MAINTENANCE				-121.18
VEH MAINT	VEHICLE MAINTENANCE				-61.73
Fund 111 - GENERAL Total:					1,949.55
Fund: 212 - TRANSPORTATION					
SUPP - OIL DRY FOR CENTRAL G...	DEPARTMENT SUPPLIES				55.74
Fund 212 - TRANSPORTATION Total:					55.74
Fund: 213 - CEMETERY					
EQUIP MAINT	EQUIPMENT MAINTENANCE				30.60
Fund 213 - CEMETERY Total:					30.60

Expense Approval Report

Post Dates: 08/16/2016 - 09/06/2016

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 621 - ENVIRONMENTAL SERVICES					
equip mtnc	EQUIPMENT MAINTENANCE				33.92
equip mtnc	EQUIPMENT MAINTENANCE				95.50
vehicle mtnc	VEHICLE MAINTENANCE				112.84
vehicle mtnc	VEHICLE MAINTENANCE				48.14
vehicle mtnc	VEHICLE MAINTENANCE				122.42
equip mtnc	EQUIPMENT MAINTENANCE				61.33
vehicle mtnc	VEHICLE MAINTENANCE				358.00
vehicle mtnc	VEHICLE MAINTENANCE				197.74
vehicle mtnc	VEHICLE MAINTENANCE				35.98
Fund 621 - ENVIRONMENTAL SERVICES Total:					1,065.87
Fund: 631 - WASTEWATER					
VEH & EQUIP MAINT	EQUIPMENT MAINTENANCE				12.98
VEH & EQUIP MAINT	VEHICLE MAINTENANCE				43.18
EQUIP MAINT	EQUIPMENT MAINTENANCE				36.58
Fund 631 - WASTEWATER Total:					92.74
Fund: 641 - WATER					
VEH MAINT	VEHICLE MAINTENANCE				12.83
VEH MAINT	VEHICLE MAINTENANCE				12.65
DEPT SUP	DEPARTMENT SUPPLIES				37.46
Fund 641 - WATER Total:					62.94
Vendor 00861 - HEILBRUN'S INC. Total:					3,257.44
Vendor: 00105 - HENKEL'S MACHINE AND WELDING					
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				733.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					733.00
Vendor 00105 - HENKEL'S MACHINE AND WELDING Total:					733.00
Vendor: 09491 - HOLIDAY INN EXPRESS LINCOLN AIRPORT					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				89.00
Fund 111 - GENERAL Total:					89.00
Vendor 09491 - HOLIDAY INN EXPRESS LINCOLN AIRPORT Total:					89.00
Vendor: 09305 - HONEY WAGON EXPRESS					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				155.00
Fund 111 - GENERAL Total:					155.00
Vendor 09305 - HONEY WAGON EXPRESS Total:					155.00
Vendor: 08793 - HYDRONIC WATER MANAGEMENT					
Fund: 111 - GENERAL					
Equip. main.	EQUIPMENT MAINTENANCE				550.00
Fund 111 - GENERAL Total:					550.00
Vendor 08793 - HYDRONIC WATER MANAGEMENT Total:					550.00
Vendor: 06423 - HYDROTEX PARTNERS, LTD					
Fund: 212 - TRANSPORTATION					
POWER KLEEN, PIN TAC FOR CE... OIL & ANTIFREEZE					2,934.94
CREDIT FOR ATF FOR CENTRAL ... OIL & ANTIFREEZE					-201.42
Fund 212 - TRANSPORTATION Total:					2,733.52
Vendor 06423 - HYDROTEX PARTNERS, LTD Total:					2,733.52
Vendor: 00166 - ICMA RETIREMENT TRUST-457					
Fund: 713 - CASH & INVESTMENT POOL					
DEF COMP	DEFERRED COMP EE PAY				945.00
Fund 713 - CASH & INVESTMENT POOL Total:					945.00
Vendor 00166 - ICMA RETIREMENT TRUST-457 Total:					945.00

Expense Approval Report

Post Dates: 08/16/2016 - 09/06/2016

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 09614 - ICMA ROTH IRA					
Fund: 713 - CASH & INVESTMENT POOL					
ROTH IRA	DEFERRED COMP EE PAY				530.00
				Fund 713 - CASH & INVESTMENT POOL Total:	530.00
				Vendor 09614 - ICMA ROTH IRA Total:	530.00
Vendor: 00525 - IDEAL LAUNDRY AND CLEANERS, INC.					
Fund: 111 - GENERAL					
JANITORIAL SUPP	JANITORIAL SUPPLIES				31.21
JANITORIAL	JANITORIAL SUPPLIES				35.79
Jan. sup. - library	JANITORIAL SUPPLIES				82.97
JANITORIAL SUPP	JANITORIAL SUPPLIES				58.60
JANITORIAL SUPP	JANITORIAL SUPPLIES				45.11
DEPT SUPP	DEPARTMENT SUPPLIES				58.31
DEPT SUPP	DEPARTMENT SUPPLIES				187.08
Jan sup. - library	JANITORIAL SUPPLIES				82.81
dept supp	DEPARTMENT SUPPLIES				55.32
				Fund 111 - GENERAL Total:	637.20
Fund: 212 - TRANSPORTATION					
SUPP - MATS, TOWELS, CVRLLS	DEPARTMENT SUPPLIES				66.45
SUPP - MATS, TOWELS, CVRLLS,...	DEPARTMENT SUPPLIES				93.75
SUPP - MATS, TOWELS, CVRLLS	DEPARTMENT SUPPLIES				118.57
SUPP - MATS, TOWELS, CVRLLS	DEPARTMENT SUPPLIES				66.32
				Fund 212 - TRANSPORTATION Total:	345.09
Fund: 213 - CEMETERY					
CONTRACTUAL SERV	CONTRACTUAL SERVICES				10.29
				Fund 213 - CEMETERY Total:	10.29
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				61.86
				Fund 621 - ENVIRONMENTAL SERVICES Total:	61.86
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				25.23
				Fund 641 - WATER Total:	25.23
				Vendor 00525 - IDEAL LAUNDRY AND CLEANERS, INC. Total:	1,079.67
Vendor: 00937 - INDEPENDENT PLUMBING AND HEATING, INC					
Fund: 111 - GENERAL					
GROUND MAINT	GROUNDS MAINTENANCE				7.20
GROUND MAINT	GROUNDS MAINTENANCE				12.62
GROUND MAINT	GROUNDS MAINTENANCE				-12.50
GROUNDS MAINT	GROUNDS MAINTENANCE				4.08
GROUNDS MAINT	GROUNDS MAINTENANCE				65.40
GROUNDS MAINT	GROUNDS MAINTENANCE				7.38
GROUNDS MAINT	GROUNDS MAINTENANCE				5.56
GROUNDS MAINT	GROUNDS MAINTENANCE				4.65
BLDG MAINT	BUILDING MAINTENANCE				2,039.12
GROUND MAINT	GROUNDS MAINTENANCE				2.35
BLDG MAINT	BUILDING MAINTENANCE				28.63
GROND MAINT	GROUNDS MAINTENANCE				1.86
BLDG MAINT	BUILDING MAINTENANCE				80.00
GROUND MAINT	GROUNDS MAINTENANCE				15.17
GROUND MAINT	GROUNDS MAINTENANCE				11.45
GROUND MAINT	GROUNDS MAINTENANCE				8.50
				Fund 111 - GENERAL Total:	2,281.47
				Vendor 00937 - INDEPENDENT PLUMBING AND HEATING, INC Total:	2,281.47
Vendor: 09291 - INGRAM LIBRARY SERVICES INC					
Fund: 111 - GENERAL					
Bks	BOOKS				36.00
Bks	BOOKS				28.88

Expense Approval Report

Post Dates: 08/16/2016 - 09/06/2016

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Bks	BOOKS				143.48
Bks	BOOKS				2,559.14
Bks	BOOKS				165.99
Bks	BOOKS				348.53
Bks	BOOKS				76.37
Fund 111 - GENERAL Total:					3,358.39
 Fund: 211 - REGIONAL LIBRARY					
Bks	BOOKS				2,078.61
Bks	BOOKS				274.83
Fund 211 - REGIONAL LIBRARY Total:					2,353.44
Vendor 09291 - INGRAM LIBRARY SERVICES INC Total:					5,711.83
 Vendor: 08154 - INTERNAL REVENUE SERVICE					
Fund: 713 - CASH & INVESTMENT POOL					
WITHHOLDINGS	MEDICARE W/H EE PAYABLE				3,766.38
WITHHOLDINGS	MEDICARE W/H EE PAYABLE				3,766.38
WITHHOLDINGS	FICA W/H EE PAYABLE				13,557.60
WITHHOLDINGS	FICA W/H EE PAYABLE				13,557.60
WITHHOLDINGS	FED W/H EE PAYABLE				28,042.10
Fund 713 - CASH & INVESTMENT POOL Total:					62,690.06
Vendor 08154 - INTERNAL REVENUE SERVICE Total:					62,690.06
 Vendor: 05696 - INVENTIVE WIRELESS OF NE, LLC					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				54.95
contractual	CONTRACTUAL SERVICES				50.00
Fund 111 - GENERAL Total:					104.95
Vendor 05696 - INVENTIVE WIRELESS OF NE, LLC Total:					104.95
 Vendor: 00192 - J G ELLIOTT CO.INC.					
Fund: 111 - GENERAL					
Annual life insurance for volunt...	VOLUNTEER FIREMAN				126.00
Cont. srvcs. - library	CONTRACTUAL SERVICES				70.00
BOND RENEWALS	BONDING				875.00
BOND RENEWALS	BONDING				-469.00
BOND RENEWALS	BONDING				875.00
BOND RENEWALS	BONDING				875.00
Fund 111 - GENERAL Total:					2,352.00
Vendor 00192 - J G ELLIOTT CO.INC. Total:					2,352.00
 Vendor: 06981 - JACOBS AUTO GLASS					
Fund: 111 - GENERAL					
VEH MAINT	VEHICLE MAINTENANCE				180.00
Fund 111 - GENERAL Total:					180.00
Vendor 06981 - JACOBS AUTO GLASS Total:					180.00
 Vendor: 06131 - JOHN DEERE FINANCIAL					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				17.99
DEPT SUPP	DEPARTMENT SUPPLIES				199.99
Fund 111 - GENERAL Total:					217.98
Vendor 06131 - JOHN DEERE FINANCIAL Total:					217.98
 Vendor: 08067 - JOHN DEERE FINANCIAL					
Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				29.98
EQUIP MAINT	EQUIPMENT MAINTENANCE				24.99
EQUIP MAINT	EQUIPMENT MAINTENANCE				21.99
EQUIP MAINT	EQUIPMENT MAINTENANCE				38.37

Expense Approval Report

Post Dates: 08/16/2016 - 09/06/2016

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
EQUIP MAINT	EQUIPMENT MAINTENANCE				-24.99
				Fund 111 - GENERAL Total:	90.34
				Vendor 08067 - JOHN DEERE FINANCIAL Total:	90.34
Vendor: 09474 - JOHN DEERE FINANCIAL					
Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				70.47
equip maint	EQUIPMENT MAINTENANCE				60.31
				Fund 111 - GENERAL Total:	130.78
Fund: 213 - CEMETERY					
EQUIP MAINT	EQUIPMENT MAINTENANCE				219.69
				Fund 213 - CEMETERY Total:	219.69
				Vendor 09474 - JOHN DEERE FINANCIAL Total:	350.47
Vendor: 09687 - JONES K ALEXANDRIA					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				400.00
				Fund 111 - GENERAL Total:	400.00
				Vendor 09687 - JONES K ALEXANDRIA Total:	400.00
Vendor: 09371 - KIRK BERNHARDT					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				54.00
CONTRACTUAL	CONTRACTUAL SERVICES				42.00
CONTRACTUAL	CONTRACTUAL SERVICES				42.00
CONTRACTUAL	CONTRACTUAL SERVICES				42.00
CONTRACTUAL	CONTRACTUAL SERVICES				84.00
CONTRACTUAL	CONTRACTUAL SERVICES				63.00
CONTRACTUAL	CONTRACTUAL SERVICES				42.00
				Fund 111 - GENERAL Total:	369.00
				Vendor 09371 - KIRK BERNHARDT Total:	369.00
Vendor: 01826 - KUCKKAHN, RICK					
Fund: 111 - GENERAL					
CONTRACT	DEPARTMENT SUPPLIES				500.00
CONTRACT	DEPARTMENT SUPPLIES				1,500.00
				Fund 111 - GENERAL Total:	2,000.00
Fund: 216 - BUSINESS IMPROVEMENT					
CONTRACT	DEPARTMENT SUPPLIES				250.00
				Fund 216 - BUSINESS IMPROVEMENT Total:	250.00
Fund: 224 - ECONOMIC DEVELOPMENT					
CONTRACT	CONTRACTUAL SERVICES				1,500.00
				Fund 224 - ECONOMIC DEVELOPMENT Total:	1,500.00
				Vendor 01826 - KUCKKAHN, RICK Total:	3,750.00
Vendor: 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT					
Fund: 621 - ENVIRONMENTAL SERVICES					
INSURANCE	VEHICLE INSURANCE				502.84
				Fund 621 - ENVIRONMENTAL SERVICES Total:	502.84
Fund: 631 - WASTEWATER					
INSURANCE	FIRE INSURANCE				75.24
				Fund 631 - WASTEWATER Total:	75.24
				Vendor 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT Total:	578.08
Vendor: 09590 - LEXISNEXIS RISK DATA MANAGEMENT					
Fund: 111 - GENERAL					
CONSULTING	CONSULTING SERVICES				100.00
				Fund 111 - GENERAL Total:	100.00
				Vendor 09590 - LEXISNEXIS RISK DATA MANAGEMENT Total:	100.00

Expense Approval Report

Post Dates: 08/16/2016 - 09/06/2016

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 08156 - LINCOLN WINWATER WORKS COMPANY					
Fund: 661 - STORMWATER					
FACILITY REPAIR	FACILITY REPAIRS				3,118.00
				Fund 661 - STORMWATER Total:	3,118.00
				Vendor 08156 - LINCOLN WINWATER WORKS COMPANY Total:	3,118.00
Vendor: 00242 - M.C. SCHAFF & ASSOCIATES, INC					
Fund: 216 - BUSINESS IMPROVEMENT					
PROFESSIONAL SERVICES	STRUCTURES				2,800.00
				Fund 216 - BUSINESS IMPROVEMENT Total:	2,800.00
Fund: 621 - ENVIRONMENTAL SERVICES					
structures	STRUCTURES				1,546.62
				Fund 621 - ENVIRONMENTAL SERVICES Total:	1,546.62
Fund: 631 - WASTEWATER					
ENGINEERING	STRUCTURES				1,546.63
				Fund 631 - WASTEWATER Total:	1,546.63
				Vendor 00242 - M.C. SCHAFF & ASSOCIATES, INC Total:	5,893.25
Vendor: 06160 - MADER, PERRY					
Fund: 111 - GENERAL					
SCHOOL & CONF	SCHOOL & CONFERENCE				131.40
				Fund 111 - GENERAL Total:	131.40
				Vendor 06160 - MADER, PERRY Total:	131.40
Vendor: 07838 - MAILFINANCE INC					
Fund: 111 - GENERAL					
MONTHLY LEASE	RENT-MACHINES				148.76
				Fund 111 - GENERAL Total:	148.76
				Vendor 07838 - MAILFINANCE INC Total:	148.76
Vendor: 09646 - MAREZ FRANCISCO					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				72.00
CONTRACTUAL	CONTRACTUAL SERVICES				72.00
CONTRACTUAL	CONTRACTUAL SERVICES				72.00
CONTRACTUAL	CONTRACTUAL SERVICES				84.00
CONTRACTUAL	CONTRACTUAL SERVICES				42.00
				Fund 111 - GENERAL Total:	342.00
				Vendor 09646 - MAREZ FRANCISCO Total:	342.00
Vendor: 05099 - MARKETING CONSULTANTS					
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				315.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	315.00
				Vendor 05099 - MARKETING CONSULTANTS Total:	315.00
Vendor: 08317 - MATHESON TRI-GAS INC					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				32.69
				Fund 111 - GENERAL Total:	32.69
Fund: 212 - TRANSPORTATION					
WELDING SUPP FOR CENTRAL ...	DEPARTMENT SUPPLIES				100.95
				Fund 212 - TRANSPORTATION Total:	100.95
				Vendor 08317 - MATHESON TRI-GAS INC Total:	133.64
Vendor: 07628 - MENARDS, INC					
Fund: 111 - GENERAL					
Department supplies	DEPARTMENT SUPPLIES				61.30
DEPT SUPP	DEPARTMENT SUPPLIES				98.96
BLDG MAINT	BUILDING MAINTENANCE				13.99
department supplies	DEPARTMENT SUPPLIES				26.45
Department supplies	DEPARTMENT SUPPLIES				16.01

Expense Approval Report

Post Dates: 08/16/2016 - 09/06/2016

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
DEPT SUPP	DEPARTMENT SUPPLIES				158.00
Department Supplies	DEPARTMENT SUPPLIES				27.00
Department Supplies	DEPARTMENT SUPPLIES				17.39
Fund 111 - GENERAL Total:					419.10
Fund: 212 - TRANSPORTATION					
SUPP - SEALER, BLADES, ROLLER...	DEPARTMENT SUPPLIES				106.25
SUPP - SHANK	DEPARTMENT SUPPLIES				39.76
SUPP - BITS	DEPARTMENT SUPPLIES				6.98
SUPP - GLASS LED	DEPARTMENT SUPPLIES				15.96
Fund 212 - TRANSPORTATION Total:					168.95
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				22.97
DEPT SUP	DEPARTMENT SUPPLIES				21.99
STRUCTURES	STRUCTURES				33.00
DEPT SUP	DEPARTMENT SUPPLIES				39.99
STRUCTURE	STRUCTURES				64.78
DEPT SUP	DEPARTMENT SUPPLIES				12.00
Fund 631 - WASTEWATER Total:					194.73
Fund: 641 - WATER					
DEPT SUP	BUILDING MAINTENANCE				9.89
DEPT SUP	DEPARTMENT SUPPLIES				21.39
Fund 641 - WATER Total:					31.28
Vendor 07628 - MENARDS, INC Total:					814.06
Vendor: 09328 - METECH RECYCLING, INC					
Fund: 621 - ENVIRONMENTAL SERVICES					
disposal fees	DISPOSAL FEES				10,544.80
Fund 621 - ENVIRONMENTAL SERVICES Total:					10,544.80
Vendor 09328 - METECH RECYCLING, INC Total:					10,544.80
Vendor: 07253 - MICHAEL B KEMBEL					
Fund: 111 - GENERAL					
overhead door repairs	DEPARTMENT SUPPLIES				368.00
Fund 111 - GENERAL Total:					368.00
Vendor 07253 - MICHAEL B KEMBEL Total:					368.00
Vendor: 00705 - MIDLANDS NEWSPAPERS, INC					
Fund: 111 - GENERAL					
Legal Publishing	LEGAL PUBLICATIONS				543.19
Legal Publishing	LEGAL PUBLICATIONS				69.11
Legal Publishing	RECRUITMENT				26.72
Fund 111 - GENERAL Total:					639.02
Fund: 212 - TRANSPORTATION					
Legal Publishing	LEGAL PUBLICATIONS				73.52
Fund 212 - TRANSPORTATION Total:					73.52
Fund: 224 - ECONOMIC DEVELOPMENT					
Legal Publishing	PUBLICATIONS				12.22
Fund 224 - ECONOMIC DEVELOPMENT Total:					12.22
Fund: 661 - STORMWATER					
Legal Publishing	CONTRACTUAL SERVICES				440.00
Fund 661 - STORMWATER Total:					440.00
Vendor 00705 - MIDLANDS NEWSPAPERS, INC Total:					1,164.76
Vendor: 06145 - MIDWEST MOTOR SUPPLY CO INC					
Fund: 212 - TRANSPORTATION					
SUPP - RETAINERS, DRILL BITS, ...	DEPARTMENT SUPPLIES				369.76
Fund 212 - TRANSPORTATION Total:					369.76
Vendor 06145 - MIDWEST MOTOR SUPPLY CO INC Total:					369.76

Expense Approval Report

Post Dates: 08/16/2016 - 09/06/2016

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 04082 - NE CHILD SUPPORT PAYMENT CENTER					
Fund: 713 - CASH & INVESTMENT POOL					
NE CHILD SUPPORT PYBLE	CHILD SUPPORT EE PAY				1,237.93
					Fund 713 - CASH & INVESTMENT POOL Total:
					1,237.93
					Vendor 04082 - NE CHILD SUPPORT PAYMENT CENTER Total:
					1,237.93
Vendor: 08083 - NE COLORADO CELLULAR, INC					
Fund: 631 - WASTEWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				16.18
					Fund 631 - WASTEWATER Total:
					16.18
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				58.56
					Fund 641 - WATER Total:
					58.56
					Vendor 08083 - NE COLORADO CELLULAR, INC Total:
					74.74
Vendor: 00797 - NE DEPT OF REVENUE					
Fund: 111 - GENERAL					
TAX	SALES TAX PAYABLE				2,955.60
					Fund 111 - GENERAL Total:
					2,955.60
Fund: 641 - WATER					
TAX	SALES TAX PAYABLE				8,218.38
TAX	SALES TAX PAYABLE				11,109.07
					Fund 641 - WATER Total:
					19,327.45
Fund: 661 - STORMWATER					
TAX	SALES TAX PAYABLE				218.15
					Fund 661 - STORMWATER Total:
					218.15
					Vendor 00797 - NE DEPT OF REVENUE Total:
					22,501.20
Vendor: 00895 - NE REC & PARKS ASSOC					
Fund: 111 - GENERAL					
SCHOOL & CONF	SCHOOL & CONFERENCE				150.00
					Fund 111 - GENERAL Total:
					150.00
					Vendor 00895 - NE REC & PARKS ASSOC Total:
					150.00
Vendor: 00253 - NEBRASKA RURAL WATER ASSOCIATION					
Fund: 631 - WASTEWATER					
SCHOOLS & CONF	SCHOOL & CONFERENCE				165.00
SCHOOLS & CONF	SCHOOL & CONFERENCE				165.00
SCHOOLS & CONF	SCHOOL & CONFERENCE				165.00
SCHOOLS & CONF	SCHOOL & CONFERENCE				165.00
					Fund 631 - WASTEWATER Total:
					660.00
Fund: 641 - WATER					
SCHOOLS & CONF	SCHOOL & CONFERENCE				60.00
SCHOOLS & CONF	SCHOOL & CONFERENCE				100.00
SCHOOLS & CONF	SCHOOL & CONFERENCE				100.00
SCHOOLS & CONF	SCHOOL & CONFERENCE				100.00
SCHOOLS & CONF	SCHOOL & CONFERENCE				100.00
					Fund 641 - WATER Total:
					460.00
					Vendor 00253 - NEBRASKA RURAL WATER ASSOCIATION Total:
					1,120.00
Vendor: 05373 - NEBRASKA SAFETY & FIRE EQUIPEMENT INC.					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				57.20
					Fund 111 - GENERAL Total:
					57.20
					Vendor 05373 - NEBRASKA SAFETY & FIRE EQUIPEMENT INC. Total:
					57.20
Vendor: 00402 - NEBRASKA MACHINERY CO					
Fund: 621 - ENVIRONMENTAL SERVICES					
equip mtn	EQUIPMENT MAINTENANCE				87.60
equip mtn	EQUIPMENT MAINTENANCE				1.78

Expense Approval Report

Post Dates: 08/16/2016 - 09/06/2016

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
equip mtnc	EQUIPMENT MAINTENANCE				51.40
Fund 621 - ENVIRONMENTAL SERVICES Total:					140.78
Fund: 641 - WATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				276.10
Fund 641 - WATER Total:					276.10
Vendor 00402 - NEBRASKA MACHINERY CO Total:					416.88
Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT					
Fund: 631 - WASTEWATER					
ELECTRIC	ELECTRIC POWER				84.34
ELECTRIC	ELECTRIC POWER				14,441.68
Fund 631 - WASTEWATER Total:					14,526.02
Fund: 641 - WATER					
ELECTRIC	ELECTRIC POWER				9,968.25
ELECTRIC	ELECTRIC POWER				4,737.31
Fund 641 - WATER Total:					14,705.56
Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:					29,231.58
Vendor: 09509 - NEMNICH AUTOMOTIVE					
Fund: 111 - GENERAL					
VEH MAINT	VEHICLE MAINTENANCE				79.13
Fund 111 - GENERAL Total:					79.13
Vendor 09509 - NEMNICH AUTOMOTIVE Total:					79.13
Vendor: 00862 - NEW YORK TIMES					
Fund: 111 - GENERAL					
Subscrip. rnwl - library	SUBSCRIPTIONS				447.20
Fund 111 - GENERAL Total:					447.20
Vendor 00862 - NEW YORK TIMES Total:					447.20
Vendor: 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF					
Fund: 111 - GENERAL					
GROUND MAINT	GROUNDS MAINTENANCE				3.27
GROUND MAINT	GROUNDS MAINTENANCE				17.21
GROUNDS MAINT	GROUNDS MAINTENANCE				3.37
GROUNDS MAINT	GROUNDS MAINTENANCE				1.12
GROUND MAINT	GROUNDS MAINTENANCE				111.70
GROUND MAINT	GROUNDS MAINTENANCE				3.92
Fund 111 - GENERAL Total:					140.59
Vendor 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF Total:					140.59
Vendor: 01757 - OCLC ONLINE COMPUTER LIBRARY CENTER, INC					
Fund: 111 - GENERAL					
Cont. svcs.	CONTRACTUAL SERVICES				961.91
Fund 111 - GENERAL Total:					961.91
Vendor 01757 - OCLC ONLINE COMPUTER LIBRARY CENTER, INC Total:					961.91
Vendor: 08840 - ONE CALL CONCEPTS, INC					
Fund: 212 - TRANSPORTATION					
contractual	CONTRACTUAL SERVICES				44.28
Fund 212 - TRANSPORTATION Total:					44.28
Fund: 631 - WASTEWATER					
contractual	CONTRACTUAL SERVICES				44.28
Fund 631 - WASTEWATER Total:					44.28
Fund: 641 - WATER					
contractual	CONTRACTUAL SERVICES				44.28
Fund 641 - WATER Total:					44.28
Vendor 08840 - ONE CALL CONCEPTS, INC Total:					132.84

Expense Approval Report

Post Dates: 08/16/2016 - 09/06/2016

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00285 - OREGON TRAIL PLUMBING, HEATING & COOLING INC					
Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				694.00
GROUNDS MAINT	GROUNDS MAINTENANCE				135.00
Fund 111 - GENERAL Total:					829.00
Vendor 00285 - OREGON TRAIL PLUMBING, HEATING & COOLING INC Total:					829.00
Vendor: 00187 - PANHANDLE CONCRETE PRODUCTS, INC					
Fund: 212 - TRANSPORTATION					
GRADE RINGS	STREET REPAIR SUPPLIES				90.00
Fund 212 - TRANSPORTATION Total:					90.00
Fund: 661 - STORMWATER					
DEPT SUP	FACILITY REPAIRS				310.00
Fund 661 - STORMWATER Total:					310.00
Vendor 00187 - PANHANDLE CONCRETE PRODUCTS, INC Total:					400.00
Vendor: 00550 - PANHANDLE COOPERATIVE ASSOCIATION					
Fund: 111 - GENERAL					
June fuel for fire	GASOLINE				50.84
FUEL	GASOLINE				19.81
July monthly fuel for fire	GASOLINE				51.03
DEPT FUEL	GASOLINE				44.70
FUEL	GASOLINE				1,589.25
FUEL	OTHER FUEL				1,668.11
GASOLINE	GASOLINE				2,917.09
GASOLINE	GASOLINE				131.00
FUEL	GASOLINE				-58.32
FUEL	GASOLINE				-13.26
FUEL	GASOLINE				-0.96
FUEL	GASOLINE				-1.66
Fund 111 - GENERAL Total:					6,397.63
Fund: 212 - TRANSPORTATION					
UNLEADED GASOLINE	GASOLINE				896.34
UNLEADED GASOLINE	OTHER FUEL				816.29
Fund 212 - TRANSPORTATION Total:					1,712.63
Fund: 621 - ENVIRONMENTAL SERVICES					
Other Fuel	GASOLINE				318.93
Other Fuel	OTHER FUEL				6,004.35
Fund 621 - ENVIRONMENTAL SERVICES Total:					6,323.28
Fund: 631 - WASTEWATER					
FUEL	GASOLINE				845.42
FUEL	OTHER FUEL				815.50
FUEL	HEATING FUEL				59.65
Fund 631 - WASTEWATER Total:					1,720.57
Fund: 641 - WATER					
FUEL	GASOLINE				1,058.92
FUEL	OTHER FUEL				57.15
FUEL	HEATING FUEL				59.65
Fund 641 - WATER Total:					1,175.72
Fund: 661 - STORMWATER					
FUEL	GASOLINE				30.80
Fund 661 - STORMWATER Total:					30.80
Vendor 00550 - PANHANDLE COOPERATIVE ASSOCIATION Total:					17,360.63
Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC					
Fund: 641 - WATER					
SAMPLES	SAMPLES				72.00
SAMPLES	SAMPLES				72.00
SAMPLES	SAMPLES				72.00

Expense Approval Report

Post Dates: 08/16/2016 - 09/06/2016

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
SAMPLES	SAMPLES				72.00
				Fund 641 - WATER Total:	288.00
Fund: 661 - STORMWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				142.50
				Fund 661 - STORMWATER Total:	142.50
				Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:	430.50
Vendor: 00017 - PANHANDLE HUMANE SOCIETY					
Fund: 111 - GENERAL					
contractual	CONTRACTUAL SERVICES				5,023.88
				Fund 111 - GENERAL Total:	5,023.88
				Vendor 00017 - PANHANDLE HUMANE SOCIETY Total:	5,023.88
Vendor: 04494 - PAUL REED CONSTRUCTION & SUPPLY, INC					
Fund: 111 - GENERAL					
GROUND MAINT	GROUNDS MAINTENANCE				209.85
				Fund 111 - GENERAL Total:	209.85
Fund: 212 - TRANSPORTATION					
CRUSHED CONCRETE	STREET REPAIR SUPPLIES				319.52
CRUSHED CONCRETE FOR ALLE...	STREET REPAIR SUPPLIES				559.52
				Fund 212 - TRANSPORTATION Total:	879.04
Fund: 621 - ENVIRONMENTAL SERVICES					
structures	STRUCTURES				21,994.26
				Fund 621 - ENVIRONMENTAL SERVICES Total:	21,994.26
Fund: 631 - WASTEWATER					
STRUCTURES	STRUCTURES				21,750.29
				Fund 631 - WASTEWATER Total:	21,750.29
				Vendor 04494 - PAUL REED CONSTRUCTION & SUPPLY, INC Total:	44,833.44
Vendor: 00029 - PELCO CORP					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				450.00
				Fund 111 - GENERAL Total:	450.00
				Vendor 00029 - PELCO CORP Total:	450.00
Vendor: 01276 - PLATTE VALLEY BANK					
Fund: 713 - CASH & INVESTMENT POOL					
HEALTH SAVINGS	HSA EE PAYABLE				12,338.96
HEALTH SAVINGS	HSA ER PAYABLE				1,275.00
				Fund 713 - CASH & INVESTMENT POOL Total:	13,613.96
				Vendor 01276 - PLATTE VALLEY BANK Total:	13,613.96
Vendor: 09423 - PONY EXPRESS PONY RIDES AND PETTING ZOO, LLC					
Fund: 111 - GENERAL					
SPECIAL EVENT	SPECIAL EVENTS				1,100.00
				Fund 111 - GENERAL Total:	1,100.00
				Vendor 09423 - PONY EXPRESS PONY RIDES AND PETTING ZOO, LLC Total:	1,100.00
Vendor: 00272 - POSTMASTER					
Fund: 621 - ENVIRONMENTAL SERVICES					
Postage	POSTAGE				132.29
Postage	POSTAGE				134.69
Postage	POSTAGE				119.18
				Fund 621 - ENVIRONMENTAL SERVICES Total:	386.16
Fund: 631 - WASTEWATER					
Postage	POSTAGE				132.29
Postage	POSTAGE				134.70
Postage	POSTAGE				119.18
				Fund 631 - WASTEWATER Total:	386.17

Expense Approval Report

Post Dates: 08/16/2016 - 09/06/2016

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 641 - WATER					
Postage	POSTAGE				132.28
Postage	POSTAGE				134.70
Postage	POSTAGE				119.17
Fund 641 - WATER Total:					386.15
Vendor 00272 - POSTMASTER Total:					1,158.48
Vendor: 00266 - QUILL CORPORATION					
Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				297.55
Fund 111 - GENERAL Total:					297.55
Vendor 00266 - QUILL CORPORATION Total:					297.55
Vendor: 01502 - REAMS SPRINKLER SUPPLY CO.					
Fund: 111 - GENERAL					
GROUNDS MAINT	GROUNDS MAINTENANCE				709.56
Fund 111 - GENERAL Total:					709.56
Vendor 01502 - REAMS SPRINKLER SUPPLY CO. Total:					709.56
Vendor: 04576 - REGANIS AUTO CENTER, INC					
Fund: 111 - GENERAL					
VEH MAINT	VEHICLE MAINTENANCE				4.80
VEH MAINT	VEHICLE MAINTENANCE				195.50
Fund 111 - GENERAL Total:					200.30
Vendor 04576 - REGANIS AUTO CENTER, INC Total:					200.30
Vendor: 00703 - REGION I OFFICE OF HUMAN DEVELOPMENT					
Fund: 621 - ENVIRONMENTAL SERVICES					
contractual services	CONTRACTUAL SERVICES				825.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					825.00
Vendor 00703 - REGION I OFFICE OF HUMAN DEVELOPMENT Total:					825.00
Vendor: 04089 - REGIONAL CARE INC					
Fund: 812 - HEALTH INSURANCE					
FLEX FUNDING	FLEXIBLE BENFT EXPENSES				80.00
HEALTH INS PREM.	PREMIUM EXPENSE				38,617.54
CLAIMS	CLAIMS EXPENSE				21,906.85
CLAIMS	CLAIMS EXPENSE				8,683.80
FLEX FUNDING	FLEXIBLE BENFT EXPENSES				36.00
claims	CLAIMS EXPENSE				90,931.23
Fund 812 - HEALTH INSURANCE Total:					160,255.42
Vendor 04089 - REGIONAL CARE INC Total:					160,255.42
Vendor: 00364 - REGIONAL WEST MEDICAL CENTER					
Fund: 111 - GENERAL					
EMS supplies	DEPARTMENT SUPPLIES				22.94
CONSULTING	CONSULTING SERVICES				11.35
CAMPGROUND	CAMPGROUND FEES				100.00
Fund 111 - GENERAL Total:					134.29
Vendor 00364 - REGIONAL WEST MEDICAL CENTER Total:					134.29
Vendor: 09607 - RELIABLE REFRIGERATION & APPLIANCE REPAIR					
Fund: 641 - WATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				200.00
Fund 641 - WATER Total:					200.00
Vendor 09607 - RELIABLE REFRIGERATION & APPLIANCE REPAIR Total:					200.00
Vendor: 09046 - RICHARD JOHNSON					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				500.00
Fund 111 - GENERAL Total:					500.00
Vendor 09046 - RICHARD JOHNSON Total:					500.00

Expense Approval Report

Post Dates: 08/16/2016 - 09/06/2016

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 09068 - ROBERT GOMEZ					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				36.00
CONTRACTUAL	CONTRACTUAL SERVICES				36.00
CONTRACTUAL	CONTRACTUAL SERVICES				18.00
CONTRACTUAL	CONTRACTUAL SERVICES				36.00
CONTRACTUAL	CONTRACTUAL SERVICES				42.00
CONTRACTUAL	CONTRACTUAL SERVICES				42.00
Fund 111 - GENERAL Total:					210.00
Vendor 09068 - ROBERT GOMEZ Total:					210.00
Vendor: 09564 - ROCKSTEP SCOTTSBLUFF LLC					
Fund: 215 - SPECIAL PROJECTS					
OCCUPATION TAX	CONTRACTUAL SERVICES				30,374.32
Fund 215 - SPECIAL PROJECTS Total:					30,374.32
Vendor 09564 - ROCKSTEP SCOTTSBLUFF LLC Total:					30,374.32
Vendor: 00366 - ROOSEVELT PUBLIC POWER DISTRICT					
Fund: 641 - WATER					
ELECTRIC POWER	ELECTRIC POWER				2,988.71
Fund 641 - WATER Total:					2,988.71
Vendor 00366 - ROOSEVELT PUBLIC POWER DISTRICT Total:					2,988.71
Vendor: 00026 - S M E C					
Fund: 713 - CASH & INVESTMENT POOL					
EMPLOYEE DEDUCTION	SMEC EE PAYABLE				185.50
Fund 713 - CASH & INVESTMENT POOL Total:					185.50
Vendor 00026 - S M E C Total:					185.50
Vendor: 00257 - SANDBERG IMPLEMENT, INC					
Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				193.25
12 cans of moto mix fuel	EQUIPMENT MAINTENANCE				90.00
EQUIP MAINT	EQUIPMENT MAINTENANCE				66.97
Fund 111 - GENERAL Total:					350.22
Fund: 212 - TRANSPORTATION					
PARTS FOR HAND BLOWER	EQUIPMENT MAINTENANCE				25.67
Fund 212 - TRANSPORTATION Total:					25.67
Vendor 00257 - SANDBERG IMPLEMENT, INC Total:					375.89
Vendor: 02531 - SCB FIREFIGHTERS UNION LOCAL 1454					
Fund: 713 - CASH & INVESTMENT POOL					
FIRE EE DUES	FIRE UNION DUES EE PAY				180.00
Fund 713 - CASH & INVESTMENT POOL Total:					180.00
Vendor 02531 - SCB FIREFIGHTERS UNION LOCAL 1454 Total:					180.00
Vendor: 00503 - SCB TENT & AWNING					
Fund: 111 - GENERAL					
equipment bag repair	EQUIPMENT MAINTENANCE				9.50
Fund 111 - GENERAL Total:					9.50
Vendor 00503 - SCB TENT & AWNING Total:					9.50
Vendor: 09428 - SCHOOL-TECH, INC					
Fund: 111 - GENERAL					
DEPT SUPPL	DEPARTMENT SUPPLIES				145.96
Fund 111 - GENERAL Total:					145.96
Vendor 09428 - SCHOOL-TECH, INC Total:					145.96
Vendor: 00704 - SCOTTSBLUFF MOTOR CO, INC					
Fund: 111 - GENERAL					
VEH MAINT	VEHICLE MAINTENANCE				119.18

Expense Approval Report

Post Dates: 08/16/2016 - 09/06/2016

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
VEH MAINT	VEHICLE MAINTENANCE				119.18
				Fund 111 - GENERAL Total:	238.36
Fund: 621 - ENVIRONMENTAL SERVICES					
vehicle mtnc	VEHICLE MAINTENANCE				61.52
				Fund 621 - ENVIRONMENTAL SERVICES Total:	61.52
				Vendor 00704 - SCOTTSBLUFF MOTOR CO, INC Total:	299.88
Vendor: 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION					
Fund: 713 - CASH & INVESTMENT POOL					
POLICE EE DUES	POL UNION DUES EE PAY				504.00
				Fund 713 - CASH & INVESTMENT POOL Total:	504.00
				Vendor 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION Total:	504.00
Vendor: 03432 - SCOTTSBLUFF PUBLIC SCHOOLS					
Fund: 111 - GENERAL					
PERMIT	LICENSE/PERMITS				450.00
				Fund 111 - GENERAL Total:	450.00
				Vendor 03432 - SCOTTSBLUFF PUBLIC SCHOOLS Total:	450.00
Vendor: 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC					
Fund: 111 - GENERAL					
UNIFORMS	UNIFORMS & CLOTHING				156.00
DEPT SUPP	DEPARTMENT SUPPLIES				47.40
				Fund 111 - GENERAL Total:	203.40
				Vendor 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC Total:	203.40
Vendor: 09685 - SEIFERT LANE					
Fund: 111 - GENERAL					
Bldg main. - library	BUILDING MAINTENANCE				150.00
Bldg main. - library	BUILDING MAINTENANCE				70.00
				Fund 111 - GENERAL Total:	220.00
				Vendor 09685 - SEIFERT LANE Total:	220.00
Vendor: 00684 - SHERIFF'S OFFICE					
Fund: 111 - GENERAL					
LEGAL	LEGAL FEES				60.32
				Fund 111 - GENERAL Total:	60.32
				Vendor 00684 - SHERIFF'S OFFICE Total:	60.32
Vendor: 00786 - SHERWIN WILLIAMS					
Fund: 212 - TRANSPORTATION					
BRUSH KIT SCARIFIER FOR GRIN... EQUIPMENT MAINTENANCE					242.83
				Fund 212 - TRANSPORTATION Total:	242.83
				Vendor 00786 - SHERWIN WILLIAMS Total:	242.83
Vendor: 00021 - SIMMONS OLSEN LAW FIRM, P.C.					
Fund: 111 - GENERAL					
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				6,264.61
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				4,167.18
				Fund 111 - GENERAL Total:	10,431.79
Fund: 224 - ECONOMIC DEVELOPMENT					
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				364.50
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				2,821.50
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				1,120.50
				Fund 224 - ECONOMIC DEVELOPMENT Total:	4,306.50
Fund: 641 - WATER					
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				256.50
				Fund 641 - WATER Total:	256.50
				Vendor 00021 - SIMMONS OLSEN LAW FIRM, P.C. Total:	14,994.79

Expense Approval Report

Post Dates: 08/16/2016 - 09/06/2016

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 01031 - SIMON CONTRACTORS					
Fund: 111 - GENERAL					
GROUNDS MAINT	GROUNDS MAINTENANCE				142.85
					Fund 111 - GENERAL Total: 142.85
Fund: 212 - TRANSPORTATION					
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				297.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				618.75
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				569.25
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				272.25
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				954.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				234.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				513.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				420.75
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				1,186.75
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				222.75
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				742.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				260.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				1,606.50
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				569.25
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				150.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				2,348.25
					Fund 212 - TRANSPORTATION Total: 10,964.50
					Vendor 01031 - SIMON CONTRACTORS Total: 11,107.35
Vendor: 00513 - SNELL SERVICES INC.					
Fund: 111 - GENERAL					
ELECTRICAL	ELECTRICAL MAINTENANCE				115.00
ELECTRICAL	ELECTRICAL MAINTENANCE				1,345.00
Equip. main. - library	EQUIPMENT MAINTENANCE				1,830.00
Bldg main.	BUILDING MAINTENANCE				75.00
					Fund 111 - GENERAL Total: 3,365.00
					Vendor 00513 - SNELL SERVICES INC. Total: 3,365.00
Vendor: 09644 - SOLORZANO 111 MARIO					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				18.00
CONTRACTUAL	CONTRACTUAL SERVICES				18.00
CONTRACTUAL	CONTRACTUAL SERVICES				63.00
CONTRACTUAL	CONTRACTUAL SERVICES				42.00
					Fund 111 - GENERAL Total: 141.00
					Vendor 09644 - SOLORZANO 111 MARIO Total: 141.00
Vendor: 00269 - SOURCE GAS					
Fund: 111 - GENERAL					
Monthly Energy Fuel	HEATING FUEL				36.22
Monthly Energy Fuel	HEATING FUEL				39.91
Monthly Energy Fuel	HEATING FUEL				39.91
Monthly Energy Fuel	HEATING FUEL				31.01
Monthly Energy Fuel	HEATING FUEL				75.57
Monthly Energy Fuel	HEATING FUEL				31.01
Monthly Energy Fuel	HEATING FUEL				1,180.15
					Fund 111 - GENERAL Total: 1,433.78
Fund: 212 - TRANSPORTATION					
Monthly Energy Fuel	HEATING FUEL				240.91
					Fund 212 - TRANSPORTATION Total: 240.91
Fund: 641 - WATER					
Monthly Energy Fuel	HEATING FUEL				136.17
					Fund 641 - WATER Total: 136.17
					Vendor 00269 - SOURCE GAS Total: 1,810.86

Expense Approval Report

Post Dates: 08/16/2016 - 09/06/2016

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00054 - STATE HEALTH LAB					
Fund: 641 - WATER					
SAMPLES	SAMPLES				251.25
				Fund 641 - WATER Total:	251.25
				Vendor 00054 - STATE HEALTH LAB Total:	251.25
Vendor: 01235 - STATE OF NE.					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				105.00
CONTRACTUAL	CONTRACTUAL SERVICES				105.00
				Fund 111 - GENERAL Total:	210.00
				Vendor 01235 - STATE OF NE. Total:	210.00
Vendor: 09508 - SWBC					
Fund: 224 - ECONOMIC DEVELOPMENT					
ED INCENTIVE PAYMENT	ECONOMIC DEVELOPMENT				50,000.00
				Fund 224 - ECONOMIC DEVELOPMENT Total:	50,000.00
				Vendor 09508 - SWBC Total:	50,000.00
Vendor: 06602 - TAMARA REICHERT					
Fund: 111 - GENERAL					
DEPT SUPL	DEPARTMENT SUPPLIES				87.00
				Fund 111 - GENERAL Total:	87.00
				Vendor 06602 - TAMARA REICHERT Total:	87.00
Vendor: 08002 - TOYOTA MOTOR CREDIT CORPORATION					
Fund: 218 - PUBLIC SAFETY					
HIDTA CAR LEASE	DEPARTMENT SUPPLIES				365.69
				Fund 218 - PUBLIC SAFETY Total:	365.69
				Vendor 08002 - TOYOTA MOTOR CREDIT CORPORATION Total:	365.69
Vendor: 05087 - TRAFFIC PARTS, INC					
Fund: 212 - TRANSPORTATION					
SUPP - BRASS TERMINAL BLOCKS	DEPARTMENT SUPPLIES				90.00
				Fund 212 - TRANSPORTATION Total:	90.00
				Vendor 05087 - TRAFFIC PARTS, INC Total:	90.00
Vendor: 07537 - TRANS IOWA EQUIPMENT LLC					
Fund: 212 - TRANSPORTATION					
PARTS FOR SWEEPERS - SHAFT ...	EQUIPMENT MAINTENANCE				3,546.23
SPRAY SHUTOFF FOR SWEEPERS	EQUIPMENT MAINTENANCE				26.32
PARTS FOR SWPRS - BRKT, CUR...	EQUIPMENT MAINTENANCE				557.68
				Fund 212 - TRANSPORTATION Total:	4,130.23
Fund: 631 - WASTEWATER					
VEH MAINT	VEHICLE MAINTENANCE				-255.39
VEH MAINT	VEHICLE MAINTENANCE				426.71
				Fund 631 - WASTEWATER Total:	171.32
				Vendor 07537 - TRANS IOWA EQUIPMENT LLC Total:	4,301.55
Vendor: 08821 - TYLER TECHNOLOGIES, INC					
Fund: 111 - GENERAL					
FEES	CONTRACTUAL SERVICES				87.00
				Fund 111 - GENERAL Total:	87.00
Fund: 621 - ENVIRONMENTAL SERVICES					
FEES	CONTRACTUAL SERVICES				87.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	87.00
Fund: 631 - WASTEWATER					
FEES	CONTRACTUAL SERVICES				87.00
				Fund 631 - WASTEWATER Total:	87.00

Expense Approval Report

Post Dates: 08/16/2016 - 09/06/2016

Description (Payable)	Account Name	(None)	(None)	(None)	Amount	
Fund: 641 - WATER						
FEES	CONTRACTUAL SERVICES				87.00	
					Fund 641 - WATER Total:	87.00
					Vendor 08821 - TYLER TECHNOLOGIES, INC Total:	348.00
Vendor: 00195 - UNITED STATES WELDING, INC						
Fund: 212 - TRANSPORTATION						
WELDING SUPP - CUTTING TIPS ...	DEPARTMENT SUPPLIES				67.50	
					Fund 212 - TRANSPORTATION Total:	67.50
Fund: 621 - ENVIRONMENTAL SERVICES						
dept supplies	DEPARTMENT SUPPLIES				67.34	
					Fund 621 - ENVIRONMENTAL SERVICES Total:	67.34
					Vendor 00195 - UNITED STATES WELDING, INC Total:	134.84
Vendor: 08887 - UPSTART ENTERPRISES, LLC						
Fund: 212 - TRANSPORTATION						
SUPP - YELLOW INK CARTRIDGES	DEPARTMENT SUPPLIES				20.88	
					Fund 212 - TRANSPORTATION Total:	20.88
					Vendor 08887 - UPSTART ENTERPRISES, LLC Total:	20.88
Vendor: 08828 - US BANK						
Fund: 111 - GENERAL						
returned radio headset	POSTAGE				13.60	
DEPT SUPP	DEPARTMENT SUPPLIES				149.17	
Pressure data logger	DEPARTMENT SUPPLIES				705.53	
DEPT SUPP	DEPARTMENT SUPPLIES				3.35	
EMT class fees for Volunteers P...	VOLUNTEER FIREMAN				1,000.00	
DEPT SUPP	DEPARTMENT SUPPLIES				342.00	
HP notebook for Haz Mat respo...	DEPARTMENT SUPPLIES				1,646.49	
DEPT SUPP	DEPARTMENT SUPPLIES				78.90	
DEPT SUPP	DEPARTMENT SUPPLIES				187.95	
SCHOOL & CONF	SCHOOL & CONFERENCE				14.79	
SCHOOL & CONF	SCHOOL & CONFERENCE				16.12	
SCHOOL & CONF	SCHOOL & CONFERENCE				24.47	
DEPT SUPP	DEPARTMENT SUPPLIES				89.50	
IAAI membership annual dues -...	MEMBERSHIPS				100.00	
DEPT SUPP	DEPARTMENT SUPPLIES				365.49	
NAFI membership	MEMBERSHIPS				55.00	
					Fund 111 - GENERAL Total:	4,792.36
Fund: 621 - ENVIRONMENTAL SERVICES						
contractual services	CONTRACTUAL SERVICES				21.53	
					Fund 621 - ENVIRONMENTAL SERVICES Total:	21.53
Fund: 631 - WASTEWATER						
SCHOOLS & CONF	SCHOOL & CONFERENCE				426.96	
					Fund 631 - WASTEWATER Total:	426.96
Fund: 721 - GIS SERVICES						
GIS CLASSES	SCHOOL & CONFERENCE				3,955.00	
					Fund 721 - GIS SERVICES Total:	3,955.00
					Vendor 08828 - US BANK Total:	9,195.85
Vendor: 09412 - US COMPOSTING COUNCIL						
Fund: 631 - WASTEWATER						
MEMBERSHIPS	MEMBERSHIPS				295.00	
					Fund 631 - WASTEWATER Total:	295.00
					Vendor 09412 - US COMPOSTING COUNCIL Total:	295.00
Vendor: 03674 - WELLS FARGO BANK, N.A.						
Fund: 713 - CASH & INVESTMENT POOL						
RETIREMENT	REGULAR RETIRE EE PAY				7,215.70	
RETIREMENT	REGULAR RETIRE EE PAY				6,816.43	
RETIREMENT	RETIRE FIRE EE PAYABLE				2,281.25	

Expense Approval Report

Post Dates: 08/16/2016 - 09/06/2016

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
RETIREMENT	RETIRE FIRE EE PAYABLE				3,768.52
RETIREMENT	RETIRE POLICE EE PAY				4,490.81
RETIREMENT	RETIRE POLICE EE PAY				4,816.63
				Fund 713 - CASH & INVESTMENT POOL Total:	29,389.34
				Vendor 03674 - WELLS FARGO BANK, N.A. Total:	29,389.34
Vendor: 07571 - WEST NEBRASKA CLAIMS SERVICE, INC					
Fund: 631 - WASTEWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				859.25
				Fund 631 - WASTEWATER Total:	859.25
				Vendor 07571 - WEST NEBRASKA CLAIMS SERVICE, INC Total:	859.25
Vendor: 00213 - WESTERN COOPERATIVE COMPANY					
Fund: 641 - WATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				3.80
				Fund 641 - WATER Total:	3.80
				Vendor 00213 - WESTERN COOPERATIVE COMPANY Total:	3.80
Vendor: 06089 - WESTERN COOPERATIVE COMPANY					
Fund: 111 - GENERAL					
GROUND MAINT	GROUNDS MAINTENANCE				22.38
				Fund 111 - GENERAL Total:	22.38
				Vendor 06089 - WESTERN COOPERATIVE COMPANY Total:	22.38
Vendor: 00268 - WESTERN COOPRTATIVE COMPANY					
Fund: 111 - GENERAL					
GROUND MAINT	GROUNDS MAINTENANCE				216.12
				Fund 111 - GENERAL Total:	216.12
				Vendor 00268 - WESTERN COOPRTATIVE COMPANY Total:	216.12
Vendor: 01168 - WESTERN LIBRARY SYSTEM					
Fund: 111 - GENERAL					
Equip. main.	EQUIPMENT MAINTENANCE				21.25
				Fund 111 - GENERAL Total:	21.25
				Vendor 01168 - WESTERN LIBRARY SYSTEM Total:	21.25
Vendor: 00209 - WESTERN PLAINS BUSINESS FORMS INC					
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				124.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	124.00
				Vendor 00209 - WESTERN PLAINS BUSINESS FORMS INC Total:	124.00
Vendor: 09559 - WILSON T RONALD					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				15.00
				Fund 111 - GENERAL Total:	15.00
				Vendor 09559 - WILSON T RONALD Total:	15.00
Vendor: 07239 - WYOMING FIRST AID & SAFETY SUPPLY, LLC					
Fund: 212 - TRANSPORTATION					
FIRST AID KIT SUPPLIES	DEPARTMENT SUPPLIES				163.73
				Fund 212 - TRANSPORTATION Total:	163.73
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				53.42
				Fund 631 - WASTEWATER Total:	53.42
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				53.42
				Fund 641 - WATER Total:	53.42
				Vendor 07239 - WYOMING FIRST AID & SAFETY SUPPLY, LLC Total:	270.57
				Grand Total:	810,983.28

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	69,959.98	2,955.60
211 - REGIONAL LIBRARY	2,353.44	0.00
212 - TRANSPORTATION	23,572.06	0.00
213 - CEMETERY	403.42	0.00
215 - SPECIAL PROJECTS	30,374.32	0.00
216 - BUSINESS IMPROVEMENT	3,808.89	0.00
218 - PUBLIC SAFETY	365.69	0.00
224 - ECONOMIC DEVELOPMENT	55,818.72	0.00
621 - ENVIRONMENTAL SERVICES	239,307.35	386.16
631 - WASTEWATER	43,533.55	386.17
641 - WATER	48,223.55	19,713.60
661 - STORMWATER	12,871.95	218.15
713 - CASH & INVESTMENT POOL	109,473.61	109,473.61
721 - GIS SERVICES	3,956.33	0.00
812 - HEALTH INSURANCE	166,960.42	121,637.88
Grand Total:	810,983.28	254,771.17

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-21311	SALES TAX PAYABLE	2,955.60	2,955.60
111-42201-171	CAMPGROUND FEES	445.00	0.00
111-52111-111	DEPARTMENT SUPPLIES	330.26	0.00
111-52111-121	DEPARTMENT SUPPLIES	2,106.88	0.00
111-52111-141	DEPARTMENT SUPPLIES	3,293.79	0.00
111-52111-142	DEPARTMENT SUPPLIES	468.93	0.00
111-52111-143	DEPARTMENT SUPPLIES	7.58	0.00
111-52111-151	DEPARTMENT SUPPLIES	558.58	0.00
111-52111-171	DEPARTMENT SUPPLIES	270.13	0.00
111-52111-172	DEPARTMENT SUPPLIES	3,903.57	0.00
111-52121-141	JANITORIAL SUPPLIES	2.53	0.00
111-52121-142	JANITORIAL SUPPLIES	2.52	0.00
111-52121-151	JANITORIAL SUPPLIES	165.78	0.00
111-52121-171	JANITORIAL SUPPLIES	170.71	0.00
111-52134-172	SPECIAL EVENTS	1,100.00	0.00
111-52164-141	VOLUNTEER FIREMAN	1,126.00	0.00
111-52181-142	UNIFORMS & CLOTHING	156.00	0.00
111-52221-151	AUDIOVISUAL SUPPLIES	563.61	0.00
111-52222-151	BOOKS	3,358.39	0.00
111-52225-151	SUBSCRIPTIONS	447.20	0.00
111-52311-141	MEMBERSHIPS	155.00	0.00
111-52411-141	POSTAGE	24.50	0.00
111-52411-142	POSTAGE	46.04	0.00
111-52511-121	GASOLINE	62.85	0.00
111-52511-141	GASOLINE	101.87	0.00
111-52511-142	GASOLINE	2,917.09	0.00
111-52511-143	GASOLINE	131.00	0.00
111-52511-171	GASOLINE	1,516.71	0.00
111-52521-171	OTHER FUEL	1,668.11	0.00
111-53111-114	CONTRACTUAL SERVICES	6,264.61	0.00
111-53111-116	CONTRACTUAL SERVICES	87.00	0.00
111-53111-142	CONTRACTUAL SERVICES	9,401.06	0.00
111-53111-151	CONTRACTUAL SERVICES	1,031.91	0.00
111-53111-171	CONTRACTUAL SERVICES	1,055.00	0.00
111-53111-172	CONTRACTUAL SERVICES	1,910.37	0.00
111-53121-142	CONSULTING SERVICES	111.35	0.00
111-53161-115	LEGAL PUBLICATIONS	543.19	0.00
111-53161-121	LEGAL PUBLICATIONS	69.11	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53211-114	LEGAL FEES	60.32	0.00
111-53421-141	BUILDING MAINTENANCE	14.75	0.00
111-53421-142	BUILDING MAINTENANCE	14.75	0.00
111-53421-151	BUILDING MAINTENANCE	295.00	0.00
111-53421-171	BUILDING MAINTENANCE	2,161.74	0.00
111-53431-171	ELECTRICAL MAINTENAN...	1,460.00	0.00
111-53441-141	EQUIPMENT MAINTENAN...	99.50	0.00
111-53441-142	EQUIPMENT MAINTENAN...	496.55	0.00
111-53441-151	EQUIPMENT MAINTENAN...	2,401.25	0.00
111-53441-171	EQUIPMENT MAINTENAN...	1,019.99	0.00
111-53441-172	EQUIPMENT MAINTENAN...	694.00	0.00
111-53451-142	VEHICLE MAINTENANCE	2,714.34	0.00
111-53451-171	VEHICLE MAINTENANCE	1,295.34	0.00
111-53471-171	GROUNDS MAINTENANCE	2,853.13	0.00
111-53521-111	HEATING FUEL	36.22	0.00
111-53521-141	HEATING FUEL	39.91	0.00
111-53521-142	HEATING FUEL	70.92	0.00
111-53521-151	HEATING FUEL	75.57	0.00
111-53521-171	HEATING FUEL	31.01	0.00
111-53521-172	HEATING FUEL	1,180.15	0.00
111-53561-111	TELEPHONE	7.76	0.00
111-53561-112	TELEPHONE	2.40	0.00
111-53561-114	TELEPHONE	7.27	0.00
111-53561-115	TELEPHONE	1.83	0.00
111-53561-116	TELEPHONE	0.94	0.00
111-53561-121	TELEPHONE	7.85	0.00
111-53561-141	TELEPHONE	8.13	0.00
111-53561-142	TELEPHONE	579.09	0.00
111-53561-143	TELEPHONE	3.34	0.00
111-53561-151	TELEPHONE	15.84	0.00
111-53561-171	TELEPHONE	8.84	0.00
111-53561-172	TELEPHONE	2.35	0.00
111-53571-141	CELLULAR PHONE	25.02	0.00
111-53631-111	RENT-MACHINES	148.76	0.00
111-53711-142	SCHOOL & CONFERENCE	293.03	0.00
111-53711-143	SCHOOL & CONFERENCE	268.90	0.00
111-53711-171	SCHOOL & CONFERENCE	336.78	0.00
111-53811-111	BONDING	875.00	0.00
111-53811-114	BONDING	406.00	0.00
111-53811-115	BONDING	875.00	0.00
111-53913-112	RECRUITMENT	91.58	0.00
111-59211-172	LICENSE/PERMITS	450.00	0.00
211-52222-151	BOOKS	2,353.44	0.00
212-52111-212	DEPARTMENT SUPPLIES	2,368.34	0.00
212-52171-212	STREET REPAIR SUPPLIES	969.04	0.00
212-52511-212	GASOLINE	896.34	0.00
212-52521-212	OTHER FUEL	816.29	0.00
212-52531-212	OIL & ANTIFREEZE	2,733.52	0.00
212-53111-212	CONTRACTUAL SERVICES	44.28	0.00
212-53161-212	LEGAL PUBLICATIONS	73.52	0.00
212-53441-212	EQUIPMENT MAINTENAN...	4,398.73	0.00
212-53451-212	VEHICLE MAINTENANCE	59.96	0.00
212-53491-212	STREET MAINTENANCE	10,964.50	0.00
212-53521-212	HEATING FUEL	240.91	0.00
212-53561-212	TELEPHONE	6.63	0.00
213-52111-213	DEPARTMENT SUPPLIES	21.88	0.00
213-53111-213	CONTRACTUAL SERVICES	10.29	0.00
213-53441-213	EQUIPMENT MAINTENAN...	290.29	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
213-53451-213	VEHICLE MAINTENANCE	78.00	0.00
213-53561-213	TELEPHONE	2.96	0.00
215-53111-111	CONTRACTUAL SERVICES	30,374.32	0.00
216-52111-212	DEPARTMENT SUPPLIES	250.00	0.00
216-53111-121	CONTRACTUAL SERVICES	758.89	0.00
216-54311-121	STRUCTURES	2,800.00	0.00
218-52111-142	DEPARTMENT SUPPLIES	365.69	0.00
224-52211-114	PUBLICATIONS	12.22	0.00
224-53111-113	CONTRACTUAL SERVICES	1,500.00	0.00
224-53111-114	CONTRACTUAL SERVICES	4,306.50	0.00
224-59111-114	ECONOMIC DEVELOPME...	50,000.00	0.00
621-52111-621	DEPARTMENT SUPPLIES	1,828.01	0.00
621-52411-621	POSTAGE	386.16	386.16
621-52511-621	GASOLINE	318.93	0.00
621-52521-621	OTHER FUEL	6,004.35	0.00
621-53111-621	CONTRACTUAL SERVICES	933.53	0.00
621-53193-621	DISPOSAL FEES	11,894.80	0.00
621-53441-621	EQUIPMENT MAINTENAN...	452.53	0.00
621-53451-621	VEHICLE MAINTENANCE	12,491.63	0.00
621-53561-621	TELEPHONE	3.69	0.00
621-53841-621	VEHICLE INSURANCE	502.84	0.00
621-54311-621	STRUCTURES	23,540.88	0.00
621-54411-621	EQUIPMENT	180,950.00	0.00
631-52111-631	DEPARTMENT SUPPLIES	244.48	0.00
631-52311-631	MEMBERSHIPS	295.00	0.00
631-52411-631	POSTAGE	432.03	386.17
631-52511-631	GASOLINE	845.42	0.00
631-52521-631	OTHER FUEL	815.50	0.00
631-53111-631	CONTRACTUAL SERVICES	1,006.71	0.00
631-53441-631	EQUIPMENT MAINTENAN...	49.56	0.00
631-53451-631	VEHICLE MAINTENANCE	662.53	0.00
631-53521-631	HEATING FUEL	59.65	0.00
631-53531-631	ELECTRIC POWER	14,526.02	0.00
631-53561-631	TELEPHONE	6.18	0.00
631-53711-631	SCHOOL & CONFERENCE	1,086.96	0.00
631-53821-631	FIRE INSURANCE	75.24	0.00
631-54311-631	STRUCTURES	23,428.27	0.00
641-21311	SALES TAX PAYABLE	19,327.45	19,327.45
641-52111-641	DEPARTMENT SUPPLIES	1,300.96	0.00
641-52117-641	SAMPLES	626.25	0.00
641-52411-641	POSTAGE	1,000.26	386.15
641-52511-641	GASOLINE	1,058.92	0.00
641-52521-641	OTHER FUEL	57.15	0.00
641-52611-641	CHEMICALS	5,454.00	0.00
641-53111-641	CONTRACTUAL SERVICES	471.57	0.00
641-53421-641	BUILDING MAINTENANCE	9.89	0.00
641-53441-641	EQUIPMENT MAINTENAN...	479.90	0.00
641-53451-641	VEHICLE MAINTENANCE	25.48	0.00
641-53521-641	HEATING FUEL	195.82	0.00
641-53531-641	ELECTRIC POWER	17,694.27	0.00
641-53561-641	TELEPHONE	4.13	0.00
641-53711-641	SCHOOL & CONFERENCE	460.00	0.00
641-59211-641	LICENSE/PERMITS	57.50	0.00
661-21311	SALES TAX PAYABLE	218.15	218.15
661-52111-661	DEPARTMENT SUPPLIES	429.96	0.00
661-52511-661	GASOLINE	30.80	0.00
661-53111-661	CONTRACTUAL SERVICES	8,763.70	0.00
661-53461-661	FACILITY REPAIRS	3,428.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
661-53561-661	TELEPHONE	1.34	0.00
713-21512	MEDICARE W/H EE PAYAB...	7,532.76	7,532.76
713-21513	FICA W/H EE PAYABLE	27,115.20	27,115.20
713-21514	FED W/H EE PAYABLE	28,042.10	28,042.10
713-21517	POL UNION DUES EE PAY	504.00	504.00
713-21518	FIRE UNION DUES EE PAY	180.00	180.00
713-21523	LIFE INS EE PAYABLE	22.75	22.75
713-21524	SMEC EE PAYABLE	185.50	185.50
713-21527	WAGE ATTACHMENT EE ...	149.12	149.12
713-21528	REGULAR RETIRE EE PAY	14,032.13	14,032.13
713-21529	DEFERRED COMP EE PAY	1,475.00	1,475.00
713-21531	RETIRE FIRE EE PAYABLE	6,049.77	6,049.77
713-21533	RETIRE POLICE EE PAY	9,307.44	9,307.44
713-21534	DIS INC INS EE PAYABLE	25.95	25.95
713-21539	CHILD SUPPORT EE PAY	1,237.93	1,237.93
713-21541	HSA EE PAYABLE	12,338.96	12,338.96
713-21741	HSA ER PAYABLE	1,275.00	1,275.00
721-53561-721	TELEPHONE	1.33	0.00
721-53711-721	SCHOOL & CONFERENCE	3,955.00	0.00
812-53111-112	CONTRACTUAL SERVICES	6,705.00	0.00
812-53861-112	PREMIUM EXPENSE	38,617.54	0.00
812-53862-112	CLAIMS EXPENSE	121,521.88	121,521.88
812-53863-112	FLEXIBLE BENFT EXPENSES	116.00	116.00
	Grand Total:	810,983.28	254,771.17

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	764,234.06	254,771.17
1114253521	1,180.15	0.00
2117753471	1,725.26	0.00
21852111142	365.69	0.00
40001-53111	30,374.32	0.00
6002052111	429.96	0.00
6002052311	440.00	0.00
6002052511	30.80	0.00
6002053111	230.00	0.00
6002053461	3,428.00	0.00
6002053561	1.34	0.00
6002553111	8,093.70	0.00
7000852111	450.00	0.00
	Grand Total:	810,983.28

City of Scottsbluff, Nebraska

Tuesday, September 6, 2016

Regular Meeting

Item Claims2

Council to consider a request for payment of claim by warrant in the amount of \$600.00 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: **September 6, 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 \$600.00 for PD #313.

BOARD/COMMISSION RECOMMENDATION:

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

EXHIBITS

Resolution Ordinance Contract Minutes Plan/Map

Other (specify) invoice _____

NOTIFICATION LIST: Yes No Further Instructions

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

MB

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

City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361

Invoice number 28011
Date 08/24/2016

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	8,147.50	600.00	2.50	8,747.50
CONSTRUCTION SERVICES	8,000.00	0.00	0.00	8,000.00	0.00
Total	18,500.00	9,902.50	600.00	7,997.50	10,502.50

Professional Fees

	Hours	Rate	Billed Amount
Technician Level 1	6.00	100.00	600.00
Invoice total			600.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
28011	08/24/2016	600.00	600.00				
Total		600.00	600.00	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 \$600.00, being the fourth 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 6th day of September, 2016.

Mayor

ATTEST:

City Clerk

“seal”

City of Scottsbluff, Nebraska

Tuesday, September 6, 2016

Regular Meeting

Item Public Inp1

Comment from a property owner regarding the Downtown 18th Street Plaza Plan.

Staff Contact: Nathan Johnson, City Manager

City of Scottsbluff, Nebraska

Tuesday, September 6, 2016

Regular Meeting

Item Bids1

Council to consider awarding the bid for the intersection bulb-out project on Broadway to Infinity Construction in the amount of \$391,283.00 and authorize the Mayor to execute the contracts.

Staff Contact: Nathan Johnson, City Manager

August 30, 2016

Honorable Mayor and City Council
City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361

RE: Scottsbluff Downtown Intersection Bulb Out Project
RM140481-00

Dear Mayor and City Council:

Bids were received and opened at 2:00 p.m. on August 30, 2016 at City Hall, Scottsbluff, Nebraska for the above referenced project. A total of two (2) bids were received. A copy of the bid tabulation sheet is attached for your review. The bids received were as follows:

	<u>Total Bid</u>
Infinity Construction	\$391,283.00
Eric Reichert Insulation and Construction	\$396,880.65
Engineer's Estimate	\$605,200.00

We have reviewed the contractor's bid documents and would recommend award of the project to Infinity Construction in the amount of \$391,283.00.

Sincerely,

FOR THE FIRM OF
M.C. SCHAFF & ASSOCIATES, INC.



Adam Vath, P.E.



M.C. Schaff & Associates, Inc.
 818 S Beltline Highway East
 Scottsbluff, Nebraska 69361
 308-635-1926 Phone 308-635-7807 Fax
 www.mcschaff.com

Scottsbluff Downtown Intersection Bulb Out Construction Project
 City of Scottsbluff
 Bid Date: August 30, 2016 @ 2:00 pm Mountain Time

No.	Description	Unit	Quantity	Infinity Construction, Inc. P.O. Box 2453 Scottsbluff, NE 69363		Eric Reichert Insulation & Construction 1502 19th Avenue Scottsbluff, NE 69361		Engineers Estimate	
				Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Mobilization	LS	1	\$ 22,068.00	\$ 22,068.00	\$ 17,550.00	\$ 17,550.00	\$ 45,000.00	\$ 45,000.00
2	Traffic Control	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 18,682.00	\$ 18,682.00	\$ 30,000.00	\$ 30,000.00
3	Clear and Grub	LS	1	\$ 5,800.00	\$ 5,800.00	\$ 3,500.00	\$ 3,500.00	\$ 15,000.00	\$ 15,000.00
4	Remove Existing Pavement, Curb, Gutter, Etc	SF	50,000	\$ 1.00	\$ 50,000.00	\$ 1.47	\$ 73,500.00	\$ 2.00	\$ 100,000.00
5	Remove Storm Drain Inlet Grate and Frame (Salvage for Reuse)	EA	3	\$ 380.00	\$ 1,140.00	\$ 50.00	\$ 150.00	\$ 1,000.00	\$ 3,000.00
6	Remove Existing Bench (Salvage to Owner)	EA	2	\$ 100.00	\$ 200.00	\$ 50.00	\$ 100.00	\$ 750.00	\$ 1,500.00
7	8-inch P.C. Concrete Pavement	SY	1,350	\$ 50.00	\$ 67,500.00	\$ 55.00	\$ 74,250.00	\$ 60.00	\$ 81,000.00
8	30-inch P.C. Concrete Curb & Gutter	LF	1,925	\$ 25.00	\$ 48,125.00	\$ 19.80	\$ 38,115.00	\$ 30.00	\$ 57,750.00
9	5-inch P.C. Concrete Sidewalk	SF	25,250	\$ 4.50	\$ 113,625.00	\$ 4.55	\$ 114,887.50	\$ 6.50	\$ 164,125.00
10	Handicap Ramp	SF	400	\$ 36.00	\$ 14,400.00	\$ 13.13	\$ 5,252.00	\$ 50.00	\$ 20,000.00
11	Standard Storm Drain Inlet (Reuse Salvaged Grate and Frame)	EA	3	\$ 1,000.00	\$ 3,000.00	\$ 100.00	\$ 300.00	\$ 1,500.00	\$ 4,500.00
12	Install Manhole Ring on Existing Inlet Box	EA	3	\$ 1,200.00	\$ 3,600.00	\$ 200.00	\$ 600.00	\$ 1,250.00	\$ 3,750.00
13	12-inch RCCP Storm Drain Pipe	LF	120	\$ 48.00	\$ 5,760.00	\$ 31.81	\$ 3,817.20	\$ 45.00	\$ 5,400.00
14	Tap Existing Structure	EA	3	\$ 600.00	\$ 1,800.00	\$ 150.00	\$ 450.00	\$ 500.00	\$ 1,500.00
15	4-inch Schedule 40 P.V.C. Conduit	LF	1,025	\$ 18.00	\$ 18,450.00	\$ 15.75	\$ 16,143.75	\$ 15.00	\$ 15,375.00
16	Adjust Curb Stop to Grade	EA	14	\$ 200.00	\$ 2,800.00	\$ 50.00	\$ 700.00	\$ 500.00	\$ 7,000.00
17	Adjust Valve Box to Grade	EA	12	\$ 200.00	\$ 2,400.00	\$ 70.00	\$ 840.00	\$ 750.00	\$ 9,000.00
18	Adjust Roof Drain to Grade	EA	2	\$ 300.00	\$ 600.00	\$ 125.00	\$ 250.00	\$ 650.00	\$ 1,300.00
19	Adjust Pull Box to Grade	EA	22	\$ 100.00	\$ 2,200.00	\$ 50.00	\$ 1,100.00	\$ 500.00	\$ 11,000.00
20	Adjust Manhole to Grade	EA	6	\$ 300.00	\$ 1,800.00	\$ 150.00	\$ 900.00	\$ 1,250.00	\$ 7,500.00
21	Adjust Inlet Grate to Grade	EA	1	\$ 300.00	\$ 300.00	\$ 975.00	\$ 975.00	\$ 500.00	\$ 500.00
22	4-inch White Wet Reflective Preformed Pavement Marking, Type 4, Grooved	LF	450	\$ 5.00	\$ 2,250.00	\$ 6.60	\$ 2,970.00	\$ 5.00	\$ 2,250.00
23	4-inch Yellow Wet Reflective Preformed Pavement Marking, Type 4, Grooved	LF	675	\$ 5.00	\$ 3,375.00	\$ 6.60	\$ 4,455.00	\$ 5.00	\$ 3,375.00
24	6-inch White Wet Reflective Preformed Pavement Marking, Type 4, Grooved	LF	1,300	\$ 7.00	\$ 9,100.00	\$ 8.80	\$ 11,440.00	\$ 7.50	\$ 9,750.00
25	12-inch Yellow Wet Reflective Preformed Pavement Marking, Type 4, Grooved	LF	75	\$ 14.00	\$ 1,050.00	\$ 17.60	\$ 1,320.00	\$ 15.00	\$ 1,125.00
26	24-inch White Preformed Pavement Marking, Type 4, Grooved	LF	120	\$ 26.00	\$ 3,120.00	\$ 38.50	\$ 4,620.00	\$ 25.00	\$ 3,000.00
27	Handicap Symbol Preformed Pavement Marking, Type 4, Grooved	EA	2	\$ 410.00	\$ 820.00	\$ 6.60	\$ 13.20	\$ 750.00	\$ 1,500.00
Total Bid - Items 1 Thru 27				\$	391,283.00	\$	396,880.65	\$	\$605,200.00
Proposed Start Date				Fall 2016/Spring 2017	October 3, 2016				

** THE TOTAL OF ERIC REICHERT INSULATION AND CONSTRUCTION'S BID WAS WRITTEN \$398,194.50 ON THE BID FORM, THE CORRECT TOTAL FOR THE BID SHOULD HAVE BEEN \$396,880.65 WHEN TABULATED USING THE UNIT PRICE, WHICH IS THE GOVERNING PRICE, AND THE ESTIMATED QUANTITY. ITEM NUMBERS 13, 15, 27, AND THE TOTAL BID ARE CORRECTED AS SHOWN ABOVE.

Project Number: RM140481-00

City of Scottsbluff, Nebraska

Tuesday, September 6, 2016

Regular Meeting

Item Pub. Hear.1

Council to conduct a Public Hearing as advertised for this date at 6:05 p.m. to consider an application for a Community Development Block Grant for a Phase I Pre-Development Plan.

Staff Contact: Annie Folck, City Planner

Agenda Statement

Item No.

For meeting of: August 15, 2016

AGENDA TITLE: Council to set Public Hearing on Application for Community Development Block Grant Program

SUBMITTED BY DEPARTMENT/ORGANIZATION: Planning and Zoning

PRESENTATION BY:

SUMMARY EXPLANATION: Public Hearing to be set for September 6, 2016. This public hearing will be to consider an application for a Community Development Block Grant. This grant is for Phase I (Pre-development) funds for a Comprehensive Development grant. The grant amount is \$30,000, with a 25% match and 25% leverage required. The match must be at least half cash, with the other half in-kind contributions. After Phase I is complete, participating communities are eligible to apply for \$700,000 of Phase II (Implementation) funds. The target area for this grant is the southeast neighborhood of Scottsbluff.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION:

EXHIBITS

Resolution Ordinance Contract Minutes Plan/Map

Other (specify) _____

NOTIFICATION LIST: Yes No Further Instructions

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

**NOTICE OF PUBLIC HEARING ON APPLICATION
FOR COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM**

NOTICE IS HEREBY GIVEN that on Tuesday, September 6, 2016 at 6:05 p.m., in the City of Scottsbluff City Council Chambers, the City of Scottsbluff will hold a public hearing concerning an application to the Department of Economic Development for a Community Development Block Grant. This grant is available to local governments for community/economic development activities.

The City of Scottsbluff, Nebraska is requesting \$30,000 in Community Development Block Grant funds for a Comprehensive Development (CD) Phase I Pre-Development plan. The total project cost is expected to be \$37,500.00. Of that amount, a total of \$7,500.00 will come from the City of Scottsbluff General Funds and \$30,000 from CDBG funds. The \$30,000 in CDBG funds also includes \$3,000.00 for general grant administration. It is estimated that 66.2% or \$24,825.00 will benefit Low and Moderate-Income individuals. No displacement of individuals is expected to occur as result of this project.

The grant application will be available for public inspection by contacting Cindy Dickinson, City Clerk. All interested parties are invited to attend this public hearing at which time you will have an opportunity to be heard regarding the grant application. Written testimony will also be accepted at the public hearing scheduled for 6:05 p.m., September 6, 2016 at the City of Scottsbluff Office of the City Clerk, 2525 Circle Drive, Scottsbluff, NE 69361. Written comments addressed to Cindy Dickinson, City Clerk at 2525 Circle Drive, Scottsbluff, NE 69361 will be accepted if received on or before noon, Friday, September 2, 2016.

Individuals requiring physical or sensory accommodations including interpreter service, Braille, large print or recorded materials, please contact Cindy Dickinson, at 2525 Circle Drive, Scottsbluff, NE 69361 no later than noon, Friday, September 2, 2016. Accommodations will be made for persons with disabilities and non-English speaking individuals provided a **3 day** notice is received by the City of Scottsbluff, Nebraska.

/s/ Cindy Dickinson, City Clerk

Print one time August 26, 2016
One affidavit of publication requested

COMPREHENSIVE DEVELOPMENT (CD) APPLICATION

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

Nebraska Department of Economic Development (DED)

PART I. GENERAL INFORMATION

2016

DED USE ONLY

Application Number

16-CD-

Date Received

TYPE OR PRINT ALL INFORMATION

1. APPLICANT IDENTIFICATION

Applicant Name City of Scottsbluff
 Mailing Address 2525 Circle Drive
 City, State, Zip Scottsbluff, NE 69361
 Local Government Contact Annie Folck
 Telephone (308) 630-6244
 Fax Number (308) 630-6294
 Federal ID # 47-6006350
 DUNS# 040601601
 Email Address afolck@scottsbluff.org

2. PERSON PREPARING APPLICATION

Name Annie Folck
 Address 2525 Circle Drive
 City, State, Zip Scottsbluff, NE 69361
 Telephone # (308) 630-6244
 Federal ID 47-6006350
 Email Address afolck@scottsbluff.org

Application Preparer (Check one)

- Local Staff Out-of-State Consultant
 In-State Consultant Non-Profit
 Economic Development District

3. ACTIVITY TYPE

- CD Phase I (Pre-development)
 CD Phase II (Implementation Year 1)

5. APPLICATION TYPE

- Individual

6. SERVICE AREA

City X County _____

Legislative District _____ Congressional District _____

4. FUNDING SOURCES

CDBG Funds Requested \$ 30,000
 Other Funds \$ 7,500
 Total Project Funds \$ 37,500

(Round amounts to the nearest dollar.)

7. PROJECT NAME AND LOCATION

Southeast Scottsbluff Redevelopment Plan

8. PROJECT SUMMARY: Brief quantitative description of the project for which CDBG funds are requested.

ALSO: Attach a 1 page project summary following this page.

9. CERTIFYING OFFICIAL: Chief elected officer of local government requesting CDBG funds

To the best of my knowledge and belief, data and information in this application are true and correct, including any commitment of local or other resources. This application has been duly authorized by the governing body of the applicant following an official public hearing. This applicant will comply with all federal and state requirements governing the use of CDBG funds.

Signature in Blue Ink	Randy Meininger, Mayor	Sept 8, 2016
	Typed Name and Title	Date Signed
Attest	Cindy Dickinson, City Clerk	Sept 8, 2016
	Typed Name and Title	Date Signed

PAGES MUST BE TWO HOLE PUNCHED AT TOP. DO NOT BIND, FOLD OR STAPLE.

Individuals who are hearing and/or speech impaired and have a TTY, may contact the Department through the Statewide Relay System by calling (711) INSTATE (800) 833-7352 (TTY) or (800) 833-0920 (voice). The relay operator should be asked to call DED at (800) 426-6505 or (402) 471-3111. Additional information is at the Nebraska Relay website <http://www.nebraskarelay.com/>. Nebraska Relay offers Spanish relay service for our Spanish-speaking customers. Spanish-to-Spanish (711) or 1-888-272-5528/ Spanish-to-English (711) or 1-877-564-3503. Nebraska le ofrece el servicio de relevo a nuestros clientes en español. Los consumidores de TTY pueden escribir por máquina en español y las conversaciones serán retransmitidas en español y inglés.

PART II. Funding Summary

Using the activity code number and description provided on the Funding Summary, enter the national objective code for each activity (as identified on the application form).

Enter the dollar amount of CDBG funds requested for each activity. Enter the amount of other funds **that you are committing** to each activity and identify the source. Select the single most specific code to describe the nature of the activity being funded. For example, if property will be acquired and a senior center will be constructed with CDBG funds, code the activities 0091 Senior Center rather than 0010 Acquisition. You would include appraisal, acquisition, architectural, and construction costs with 0091 Senior Center. You would include costs for environmental review, fair housing activities, labor standards enforcement, record keeping, progress reports, general office expenses, contractual services for administration, and audits under Code 0181 General Administration.

Limit Funding Summary information to allowable CDBG eligible costs incurred during the CDBG program period only. Exclude any "other" project costs not eligible for CDBG reimbursement or match (i.e. test holes completed, preliminary architectural or engineering fees incurred or obligated prior to Release of Funds, fees for services not procured by CDBG guidelines, equipment or furnishings not affixed to building, etc.).

Round amounts to the nearest dollar, unless specific amount is awarded or set in application guidelines. Identify the sources of other funds. PLEASE be certain that the figures are correctly added and the column totals are the same as provided in General Information Item 4. Funding Sources.

PART II. FUNDING SUMMARY CD PHASE I (Pre-development)

(Round amounts to the nearest dollar)

Activity Code-Activity	*National Objective	CDBG Funds	Matching Funds	Total Funds	Sources of Matching Funds
0630 Planning	LMA	\$27,000	\$7,500	\$34,500	City General Fund
0180 Total Non-Administration		\$27,000	\$7,500	\$34,500	City General Fund
0181 General Administration		\$3,000		\$3,000	
1000 TOTAL PROGRAM COSTS		\$30,000	\$7,500	\$37,500	

Note: Please make sure your math is correct!

Clarification for the above activities should be directed to DED.

***NATIONAL OBJECTIVE:** Enter single most appropriate national objective code for each activity.

List application page number or numbers for source/narrative documentation: _____.

Refer to Part III Project Description, Item 4 National Objective Impact and Section 2.01.

- LMA:** Benefit Low/Moderate Income Persons on an area basis.
Proposed total number of people benefiting _____. Number LMI _____.
Census Data _____% **or** (year) income survey _____% See Exhibit E-1
- LMC:** Benefit Low/Moderate Income Persons on a limited clientele basis
- LMH:** Benefit Low/Moderate Income Households. Number of LMI Households _____.
- SBA:** Activities benefiting slums/blight on an area basis
Designated: (year) Re-designated (when available): (year)
- SBS:** Activities benefiting slums/blight on a spot basis
Designated: (year) Re-designated (when available): (year)

Using the activity code number and description provided on the Funding Summary, enter the CDBG National Objective code for each activity (as identified on the Application Form).

Enter the dollar amount of CDBG funds requested for each activity. Enter the amount of other funds that you are committing to each activity and identify the source. Be sure to distinguish costs among the proper activities. You would include costs for environmental review, fair housing activities, labor standards enforcement, record keeping, progress reports, general office expenses, contractual services for administration, and audits under code 0181 General Administration.

ROUND AMOUNTS TO THE NEAREST DOLLAR. Identify the sources of other funds. Check that the figures are correctly added and the column totals are the same as provided in Part I, Box 4. Funding Sources.

City of Scottsbluff, Nebraska
Tuesday, September 6, 2016
Regular Meeting

Item Pub. Hear.2

Council to approve the Resolution authorizing the Mayor to execute the Community Development Block Grant Application and all related documents.

Staff Contact: Annie Folck, City Planner

Agenda Statement

Item No.

For meeting of: September 6, 2016

AGENDA TITLE: Council to adopt resolution authorizing Mayor to sign application for CDBG Funds

SUBMITTED BY DEPARTMENT/ORGANIZATION: Planning and Zoning

PRESENTATION BY:

SUMMARY EXPLANATION: See attached grant application and exhibits. This resolution will authorize the mayor to sign the application for a Community Development Block Grant. This grant is for Phase I (Pre-development) funds for a Comprehensive Development grant. The grant amount is \$30,000, with a 25% match and 25% leverage required. The match must be at least half cash, with the other half in-kind contributions. After Phase I is complete, participating communities are eligible to apply for \$700,000 of Phase II (Implementation) funds. The target area for this grant is the southeast neighborhood of Scottsbluff.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Staff recommends approval of resolution

EXHIBITS

Resolution Ordinance Contract Minutes Plan/Map

Other (specify) X Grant application w/exhibits

NOTIFICATION LIST: Yes No Further Instructions

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk



2525 Circle Drive

Scottsbluff, NE 69361

308-632-4136

**RESOLUTION AUTHORIZING CHIEF ELECTED OFFICIAL TO SIGN AN
APPLICATION FOR CDBG FUNDS**

Whereas, the City of Scottsbluff, Nebraska, is an eligible unit of a general local government authorized to file an application under the Housing and Community Development Act of 1974 as Amended for Small Cities Community Development Block Grant Program; and,

Whereas, the City of Scottsbluff, Nebraska, has obtained its citizens' comments on community development and housing needs; and has conducted public hearing(s) upon the proposed application and received favorable public comment respecting the application which for an amount of **\$30,000** to complete a Comprehensive Development Phase I pre-development plan for improvements to southeast Scottsbluff.

NOW, THEREFORE, BE IT RESOLVED BY

The City Council of the City of Scottsbluff, Nebraska, that the Mayor be authorized and directed to proceed with the formulation of any and all contracts, documents or other memoranda between the City of Scottsbluff, Nebraska and the Nebraska Department of Economic Development so as to effect acceptance of the grant application.

Signed

Title

Date

EXHIBIT B



2525 Circle Drive

Scottsbluff, NE 69361

308-632-4136

APPLICANT'S STATEMENT OF ASSURANCES AND CERTIFICATIONS

The City of Scottsbluff, Nebraska (Applicant) hereby assures and certifies to the Nebraska Department of Economic Development (Department) regarding and application for Community Development Block Grant (CDBG) funds, the following:

THRESHOLD CERTIFICATIONS.

1. There are no significant unresolved audit findings relating to any prior grant award from the federal and/or state government which would adversely affect the administration of this grant.
2. No legal actions are underway or being contemplated that would significantly impact the Applicant's capacity to effectively administer the program, and to fulfill the CDBG program; and
3. No project costs have been incurred which have not been approved in writing by the Department.

FEDERAL COMPLIANCE CERTIFICATIONS.

4. It will adopt and follow a residential anti-displacement and relocation assistance plan which will minimize displacement as a result of activities assisted with CDBG funds.
5. It will conduct and administer its programs in conformance with:
 - a. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), and the regulations issued pursuant thereto (24 CFR Part 1).
 - b. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing, and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing and the provision of brokerage services.
 - c. The Fair Housing Act of 1988 (42 USC 3601-20) and will affirmatively further fair housing.
6. It will not attempt to recover any capital costs of public improvements assisted in whole or part by assessing any amount against properties owned and occupied by persons of low-and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (1) grant funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than grant funds, or (2) for purposes of assessing any amount against properties owned and occupied by persons of LMI who are not persons of very-low income, the recipient certifies to the State that it lacks sufficient grant funds to comply with the requirements of clause (1).

EXHIBIT C-1

7. It will comply with all provisions of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.

CITIZEN PARTICIPATION PLAN CERTIFICATION.

8. It certifies that a detailed citizen participation plan is on file which includes:
 - a. Providing and encouraging citizen participation with particular emphasis on participation by lower income persons who are residents of slum or blight areas in which funds are proposed to be used to include target areas as identified in the application.
 - b. Providing citizens with reasonable and timely access to local meetings, information, and records relating to the Applicant's proposed and actual use of funds.
 - c. Furnish citizens with information, including but not limited to, the amount of CDBG funds expected to be made available for the current fiscal year, including CDBG funds and anticipated program income; the range of activities that may be undertaken with CDBG funds; the estimated amount of CDBG funds to be used for activities that will meet national objective of benefit to low-and moderate-income people, and the proposed CDBG activities likely to result in displacement and the grantee's anti-displacement and relocation plans.
 - d. Providing technical assistance to groups representative of persons of low- and moderate-income that request such assistance in developing groups. The level and type of assistance is to be identified with the plan.
 - e. Provide for public hearings, for the purpose of obtaining citizen's views and responding to proposals and questions. The hearings must cover community development and housing needs, development of proposed activities and a review of program performance. There must be reasonable notice of the hearings and they must be held at times and locations convenient to potential or actual beneficiaries, with accommodations for the handicap. Public hearings are to be conducted in a manner to meet the needs of non-English speaking residents where a significant number of non-English speaking residents can be expected to participate.
 - f. Provide citizens with reasonable advance notice of, and opportunity to comment on proposed activities in the application to the state and for grants already made, activities which are added to, deleted or substantially changed from the application to the state.
 - g. Provide citizens the address, phone number and times for submitting complaints and grievances and provide timely written responses to written complaints and grievances within 15 working days where practicable.

SPECIAL REQUIREMENTS AND ASSURANCES.

9. The Applicant will comply with the Administrative Requirements of the program, those applicable items in the 1995 Consolidated Plan, Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended, and 24 CFR Part 570 including parts not specifically cited below and the following laws, regulations and requirements, both federal and state, as they pertain to the design, implementation and administration of the local project, if approved:

EXHIBIT C-1

CIVIL RIGHTS AND EQUAL OPPORTUNITY PROVISIONS.

- * Public Law 88-352, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d), et. seq.) (24 CFR Part 1)
- * Section 109 of the Housing and Community Development Act of 1974, As Amended
- * Age-Discrimination Act of 1975. As Amended (42 U.S.C. 6101, et. seq.)
- * Section 504 of the Rehabilitation Act of 1973, As Amended (29 U.S.C. 794) and the Americans with Disability Act
- * Executive Order 11246, As Amended
- * Executive Order 11063, As Amended by Executive Order 12259 (24 CFR Part 107)

ENVIRONMENTAL STANDARDS AND PROVISIONS.

- * Section 104(f) of the Housing and Community Development Act of 1974, As Amended
- * Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831) and the Implementing Regulations found at 24 CFR Part 35
- * The National Environmental Policy Act of 1969 (42 U.S.C. Section 4321, et. seq., and 24 CFR Part 58)
- * The Clean Air Act, As Amended (42 U.S.C. 7401, et. seq.)
- * Farmland Protection Policy Act of 1981, (U.S.C. 4201, et. seq.)
- * The Endangered Species Act of 1973 (16 U.S.C. 1531, et. seq.)
- * The Reservoir Salvage Act of 1960 (16 U.S.C. 469, et. seq.), Section 3 (16 U.S.C. 469 a-1). As Amended by the Archaeological and Historic Preservation Act of 1974
- * The Safe Drinking Water Act of 1974 [42 U.S.C. Section 201, 300(f), et. seq., and U.S.C. Section 349 as Amended, particularly Section 1424(e) (42 U.S.C. Section 300H-303(e)]
- * The Federal Water Pollution Control Act of 1972, As Amended, including the Clean Water Act of 1977. Public Law 92-212 (33 U.S.C. Section 1251, et. seq.)
- * The Solid Waste Disposal Act. As Amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et. seq.)
- * The Fish and Wildlife Coordination Act of 1958, As Amended, (16 U.S.C. Section 661, et. seq.)
- * EPA List of Violating Facilities
- * HUD Environmental Standards (24 CFR. Part 51. Environmental Criteria and Standards and 44 F.R. 40860-40866. July 12, 1979)
- * The Wild and Scenic Rivers Act of 1968, As Amended (16 U.S.C 1271, et. seq.)
- * Flood Insurance
- * Executive Order 11988, May 24, 1978: Floodplain Management (42 F.R. 26951, et. seq.)
- * Executive Order 11990, May 24, 1977: Protection of Wetlands (42 F.R. 26961, et. seq.)
- * Environmental Protection n Act. NEB. REV. STAT. 81-1501 to 81-1532 (R.R.S. 1943)
- * Historic Preservation

LABOR STANDARDS AND PROVISIONS.

- * Section 110 of the Housing and Community Development Act of 1974, As Amended
- * Fair Labor Standards Act of 1938. As Amended, (29 U.S.C. 102, et. seq.).
- * Davis-Bacon Act, As Amended (40 U.S.C. 276-a - 276a-5); and Section n2; of the June 13, 1934 Act., As Amended (48 State. 948.40 U.S.C. 276(c), Popularly known as The Copland Act
- * Contract Work Hours and Safety Standards Act (40 U.S.C. 327, et. seq.)
- * Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701(u)]

EXHIBIT C-1

FAIR HOUSING STANDARDS AND PROVISIONS.

- * Section 104(a)(2) of the Housing and Community Development Act of 1974, As Amended
- * Public Law 90-284, title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601, et. seq.). As Amended by the Fair Housing Amendments Act of 1988
- * Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, As Amended (42 U.S.C. 4630) and the Implementing Regulations Found at 49 CFR Part 24
- * Relocation Assistance Act, NEB. REV. STAT. 76-1214 to 76-1242 (R.S. Supp. 1989)
- * Nebraska Civil Rights Act of 1969 20-105 to 20-125, 48-1102 and 48-1116
- * Uniform Procedures for Acquiring Private Property for Public Use, NEB. REV. STAT. 25-2501 to 25-2506 (R.R.S. 1943)

ADMINISTRATIVE AND FINANCIAL PROVISIONS.

- * U.S. Office of Management and Budget Circular A-87 "Cost Principles for State and Local Governments"
- * U.S. Office of Management and Budget Circular A-102 "Uniform Administrative Requirements for Grants-in-Aid to State and Local Governments"
- * 24 CFR 570.503 - Grant Administration Requirements for Use of Escrow Accounts for Property Rehabilitation Loans and Grants
- * 24 CFR 570.488 to 570.499a - States Program: State Administration of CDBG Nonentitlement Funds
- * Community Development Law. NEB. REV. STAT. 18-2101 to 18-2144 (R.R. S. Supp. 1982)
- * Public Meetings Law. NEB. REV. STAT. 18-1401 to 18-1407 (R.R.S. 1943)

MISCELLANEOUS.

- * Hatch Act of 1938, As Amended (5 U.S.C. 1501, et. seq.)

The Applicant hereby certifies that it will comply with the above stated assurances.

Signed

Title

Date

EXHIBIT C-1

Citizen Participation Plan City of Scottsbluff, Nebraska

A. Participation by Citizens

All citizens, including low and moderate income citizens, shall be requested and encouraged to participate in the assessment of community issues, problems and needs, the identification of potential solutions, and priority to such issues, problems and needs, as follows:

1. All citizens shall be periodically requested to complete a community needs survey to identify community and neighborhood issues, problems and needs.
2. All citizens shall be notified by publication and posting of all meetings to discuss the identified needs, potential solutions and solution priorities.
3. All citizens, particularly low and moderate income citizens, shall be afforded the opportunity to serve on the various community improvement task forces established by the City Council

B. Access to Meetings, Information and Records

Notice of public meetings conducted by the City Council shall be published and posted not less than six (6) days prior to such meetings.

Agendas of all such meetings shall be available at the City Clerk's Office for public inspection.

All meetings where CDBG projects or applications are to be discussed shall be published and posted at least six (6) days prior to such meetings and all information and records concerning such CDBG projects or applications shall be available for public inspection at the Office of the City Clerk.

All meetings will be held at a location that is accessible to the handicapped.

C. Specific CDBG Projects Information

All citizens shall be provided with information regarding specific CDBG projects through public meetings and publication of notices which provide all pertinent information regarding any CDBG projects including, but not limited to, the following:

1. The amount of CDBG funds expected to be made available to the local government for the current fiscal year, including CDBG funds and anticipated program income;
2. The specific range of activities that may be undertaken with CDBG funds;
3. The estimated amount of CDBG funds to be used for activities that will meet the national objective of benefit to low and moderate income persons and;
4. A description of any proposed CDBG funded activities, which are likely to result in displacement of persons along with the local government's anti-displacement and relocation plans.

D. Provisions for Technical Assistance to Citizens

The City Clerk shall maintain current information of available resources for community improvement efforts and CDBG programs available and provide information upon request by any citizen or group representing any citizen or group of citizens and the City Clerk shall provide assistance in developing proposals to address issues, problems and needs identified by such citizen or citizens.

E. Public Hearing on CDBG Activities

The local government shall cause a minimum of two (2) public hearings to be conducted with regard to any CDBG application. One such hearing shall be conducted at the initiation of any such application and a second public hearing shall be held near the completion of any CDBG funded activity to obtain citizen input comments or opinions with regard to such application(s) and with regard to program or project performance.

The City Clerk shall act as the contact person for all questions, comments or concerns expressed by any citizens with regard to any CDBG program or project and shall forward any such questions or concerns to the City Council at the next regular meeting of the City Council immediately following expression of such questions, comments or concerns. The City Clerk shall also be responsible for transmitting the City Council's response to any such question, comment or concerns to the citizen or citizen's expressing the same.

EXHIBIT C-2

F. Needs of Non-English Speaking Citizens

Although it is not anticipated that non-English speaking persons will participate in the citizen participation process, the City Clerk shall make arrangements for oral or written translation of information regarding any CDBG programs, application or project upon request by such non-English speaking persons or representatives of such persons.

G. Compliance/Grievance Procedures

The City Clerk shall post a notice at the local government office which provides name, telephone number, address and office hours of the City Clerk for citizens who wish to file a complaint or grievance regarding any CDBG program, project or application.

Individuals wishing to submit a complaint or file a grievance concerning activities of or application for CDBG funds may submit a written complaint or grievance to the City Clerk.

The City Clerk shall present such complaint or grievance for the City Council at the next regular meeting of the City Council, where it shall be reviewed by the City Council members. The individual submitting such complaint or grievance shall be notified of such meeting and shall be given the opportunity to make further comments at such meeting. The City Council shall issue a written response to any complaint or grievance within five (5) working days following the meeting at which a response is formulated. Such response shall be mailed to the individual citizen(s) that submitted the complaint or grievance by the City Clerk to the last known address of said citizen(s).

In the event the nature of the complaint or grievance is determined to be a matter of immediate action, a special meeting of the City Council shall be called to review the matter within ten (10) working days of receipt of such complaint or grievance.

H. Adoption

This Citizen Participation Plan is hereby adopted by action of the City Council of the City of Scottsbluff

Mayor

Attest

Date

EXHIBIT C-2



**RESIDENTIAL ANTIDISPLACEMENT AND
RELOCATION ASSISTANCE PLAN**

The City of Scottsbluff, Nebraska will replace all occupied and vacant occupiable low/moderate-income dwelling units demolished or converted to a use other than as low/moderate-income housing as a direct result of activities assisted with Community Development Block Grant (CDBG) funds provided under the Housing and Community Development Act of 1974, as amended.

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, the City of Scottsbluff will make public and submit to DED the following information in writing.

1. A description of the proposed assisted activity;
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low/moderate-income dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
5. The source of funding and a time schedule for the provision of replacement dwelling units; and
6. The basis for concluding that each replacement dwelling unit will remain a low/moderate-income dwelling unit for at least 10 years from the date of initial occupancy.

The City of Scottsbluff, Nebraska, will provide relocation assistance, according to either the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (49 CFR Part 24) or 24 CFR 570.496a(c) to each low/moderate-income family displaced by the demolition of housing or by the conversion of a low/moderate-income dwelling to another use as a direct result of assisted activities.

Consistent with the goals and objectives of activities assisted under the CDBG program, the City of Scottsbluff, Nebraska will take the following steps to minimize the displacement of persons from their homes:

1. Maintain current data on the occupancy of houses in areas targeted for CDBG assistance.
2. Review all activities prior to implementation to determine the effect, if any, on occupied residential properties.
3. Include consideration of alternate solutions when it appears an assisted project will cause displacement, if implemented.
4. Require private individuals and businesses to consider other alternatives to displacement causing activities, if they are requesting CDBG assistance.

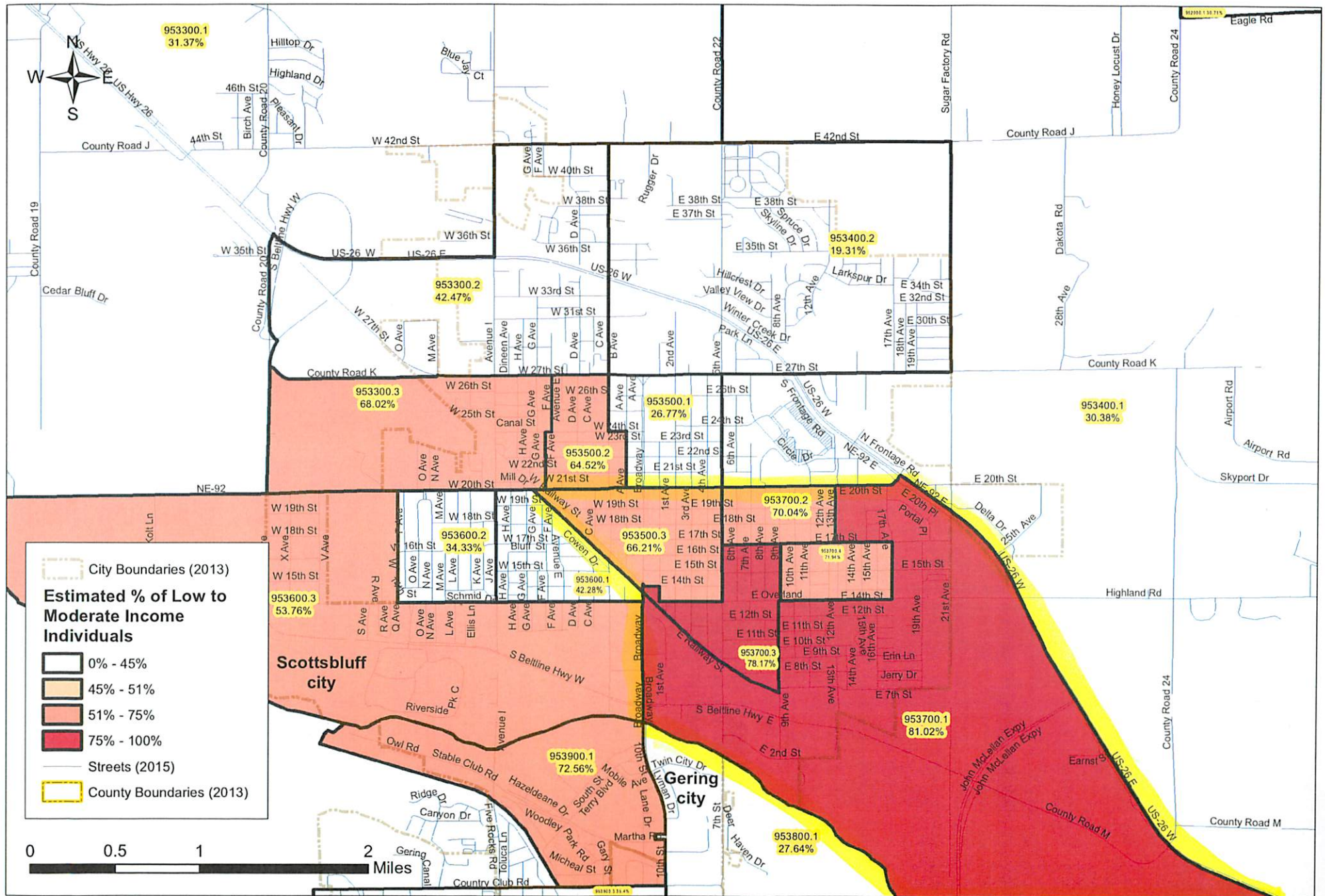
Signed

Title

Date: _____

EXHIBIT D

Estimated Percentage of Low to Moderate Income Individuals in Scottsbluff city



Sources: U.S. Department of Housing and Urban Development FY 2015 LMISD by State - All Block Groups, Based on 2006-2010 American Community Survey
ESRI Business Analyst 2013-15 | Navteq 2015 Q1

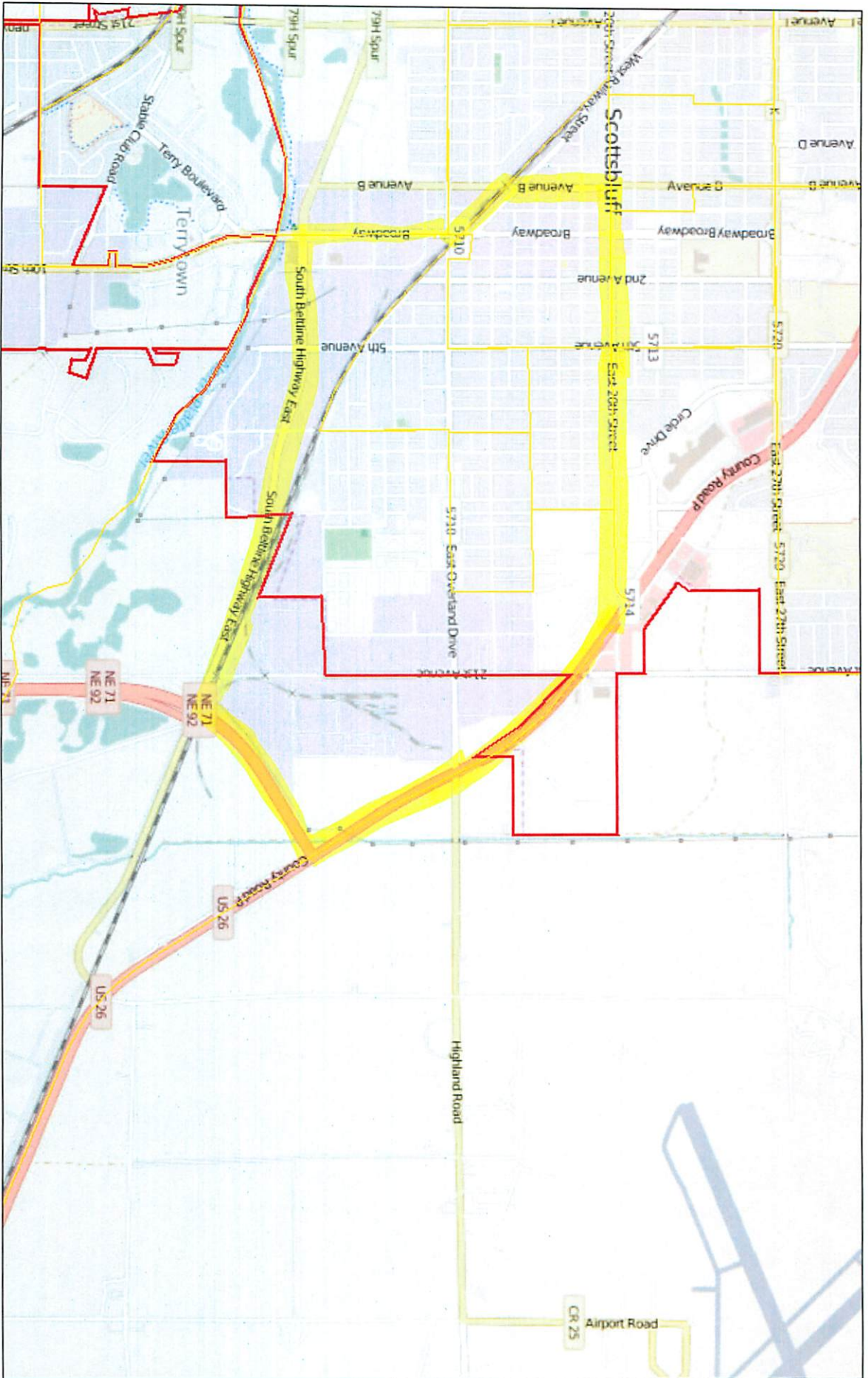
EXHIBIT L

FFATA REPORTING FORM/CERTIFICATION – CDBG & CDBG HOUSING

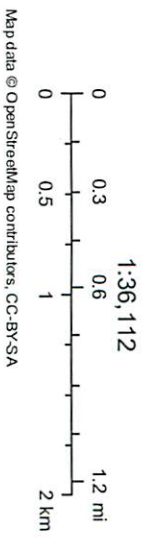
The Federal Funding Accountability and Transparency Act (FFATA) seeks to provide the public with greater access to Federal spending information. Due to FFATA requirements, units of general local government are required to provide the following information, which may be used by the Department of Economic Development (“Department”) to comply with federal reporting requirements. Please fill out the following form accurately and completely, have it signed by an authorized official, and submit to the Department along with your application for funding.

Name of Applicant: City of Scottsbluff			
Applicant Address: 2525 Circle Drive			
City: Scottsbluff	State: NE	Zip: 69361-	Congressional District: 3rd
Applicant DUNS number: 040601601			
Principal Place of Performance of Proposed Project: City of Scottsbluff			
City: Scottsbluff	State: NE	Zip: 69361-	Congressional District: 3rd
Brief Project Description: The City of Scottsbluff is requesting funds for Phase I (Pre-Development) funds for a community development plan for the <u>southeast section of Scottsbluff.</u>			
If certain conditions are met, Applicant must provide names and total compensation of Applicant’s top five highly compensated Executives to the Department. Please answer question number 1, and follow the instructions. If directed to answer question 2, please answer question 2 and follow instructions.			
<p>1. In Applicant’s previous fiscal year, did Applicant receive (a) 80 percent or more of Applicant’s annual gross revenues in U.S. federal contracts and subcontracts and other federal financial assistance subject to the Transparency Act, as defined in 2 C.F.R. 170.320; AND (b) \$25,000,000 or more in annual gross revenues from contracts and subcontracts and other federal financial assistance subject to the Transparency Act, as defined in 2 C.F.R. 170.320?</p> <p>Yes <input type="checkbox"/> If yes, answer question 2 below. No <input checked="" type="checkbox"/> If no, stop, you are not required to report names and compensation. Please sign and submit form to the Department.</p>			
<p>2. Does the public have access to information about the compensation of Applicant’s senior executives through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (15 U.S.C. 78(m)(a), 78o(d)), or section 6104 of the Internal Revenue Code of 1986?</p> <p>Yes <input type="checkbox"/> If yes, stop, you are not required to report names and compensation. Please sign and submit form to the Department. No <input type="checkbox"/> If no, you are required to report names and compensation. Please fill out the remainder of this form.</p>			
<p>Please provide the names and Total Compensation of the top five most highly compensated Executives in the space below.</p> <p>(NOTE: Executive means officers, managing partners, or any other employees in management positions. Total Compensation means the cash and noncash dollar value earned by the Executive during the Applicant’s preceding fiscal year and includes salary and bonus, awards of stock, stock options, and stock appreciation rights; earnings for services under non-equity incentive plans, change in pension value, above market earnings on deferred compensation which is not tax-qualified; and other compensation exceeding \$10,000 as defined in Appendix A to 2 C.F.R. Part 170.)</p>			
Name:		Total Compensation:	
Name:		Total Compensation:	
Name:		Total Compensation:	
Name:		Total Compensation:	
Name:		Total Compensation:	
The Applicant certifies that the information contained on this form is true and accurate.		DED USE	
Signed: _____			
Title: Mayor			
Date: _____			

Map of Project Area



August 16, 2016



Charles Karpf
[LOGOUT](#)

Search Results

Quick Search Results

Your search returned the following results...

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

Entity	SCOTTSBLUFF, CITY OF	Status: Active	View Details
DUNS: 040601601	CAGE Code: 5EQ01		
Has Active Exclusion?: No	DoDAAC:		
Expiration Date: 11/09/2016	Delinquent Federal Debt? No		
Purpose of Registration: Federal Assistance Awards Only			

Glossary

- [Search Results](#)
- Entity
- Exclusion
- [Search Filters](#)
- By Record Status
- By Record Type

SAM | System for Award Management 1.0

IBM v1.P.48.20160624-1124

WWW9

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



Exhibit N

https://www.sam.gov/portal/SAM/?navigationalstate=JBPNS_rO0ABXdcACJqYXZheC5... 8/19/2016

**FOUR FACTOR ANALYSIS
ASSESSING
LIMITED ENGLISH PROFICIENCY
AND
LANGUAGE ASSISTANCE PLAN**

**PREPARED BY
CITY OF SCOTTSBLUFF, NEBRASKA**

**FOR
THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

EXHIBIT O-1

A. POLICY STATEMENT

It is the policy of the City of Scottsbluff to take reasonable steps to provide meaningful access to its programs and activities for persons with Limited English Proficiency (LEP). The City of Scottsbluff's policy is to ensure that staff will communicate effectively with LEP individuals, and LEP individuals will have access to important programs and information. The City of Scottsbluff is committed to complying with federal requirements in providing free meaningful access to its programs and activities for LEP persons.

B. HISTORY

Title VI of the Civil Rights Act of 1964 is the federal law which protects individuals from discrimination on the basis of their race, color, or national origin in programs that receive federal financial assistance. In certain situations, failure to ensure that persons who have Limited English Proficiency can effectively participate in, or benefit from, federally assisted programs may violate Title VI's prohibition against national origin discrimination.

Persons who, as a result of national origin, do not speak English as their primary language and who have limited ability to speak, read, write, or understand English may be entitled to language assistance under Title VI in order to receive a particular service, benefit, or encounter.

On August 11, 2000, Executive Order 13166, titled, "Improving Access to Services by Persons with Limited English Proficiency," was issued. Executive Order 13166 requires federal agencies to assess and address the needs of otherwise eligible persons seeking access to federally conducted programs and activities who, due to LEP cannot fully and equally participate in or benefit from those programs and activities. Section 2 of the Executive Order 13166 directs each federal department or agency "to prepare a plan to improve access to...federally conducted programs and activities by eligible LEP persons...."

C. DEFINITIONS

Beneficiary: The ultimate consumer of HUD programs and receives benefits from a HUD Recipient or Sub-recipient.

Limited English Proficient Person (LEP): Individuals who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English because of national origin.

Language Assistance Plan (LAP): A written implementation plan that addresses identified needs of the LEP persons served.

Recipient: Any political subdivision of the State of Nebraska, or an eligible nonprofit organization, to whom Federal financial assistance is extended for any program or activity, or who otherwise participates in carrying out such program or activity, including any successor, assign or transferee thereof, but such term does not include any Beneficiary under any such program.

Sub-recipient: Any public or private agency, institution, organization, or other entity to whom Federal financial assistance is extended, through another Recipient, for any program or activity, or who otherwise participates in carrying out such program or activity but such term does not include any Beneficiary under any such program.

Vital Document: Any document that is critical for ensuring meaningful access to the Recipient's major activities and programs by Beneficiaries generally and LEP persons specifically.

EXHIBIT O-1

D. FRAMEWORK & METHODOLOGY

This Four Factor Analysis is the first step in providing meaningful access to federally funded programs for LEP persons. The Four Factor Analysis completed by the City of Scottsbluff addresses the following:

1. The number or proportion of LEP persons eligible to be serviced or likely to be encountered by the City of Scottsbluff;
2. The frequency with which LEP persons using a particular language come in contact with the City of Scottsbluff;
3. The nature and importance of the City of Scottsbluff program or activity provided to the individual's life; and
4. The resources available to the City of Scottsbluff, and costs associated with providing LEP services.

E. FOUR FACTOR ANALYSIS

1. **The number or proportion of LEP persons eligible to be served or likely to be encountered by the City of Scottsbluff.**

According to U.S. census data, in the proposed study area, different census blocks have between 0 and 5.5% of households with limited English speaking status. This is fairly consistent with the experiences of City Hall employees.

2. **The frequency with which LEP persons using a particular language come in contact with the City of Scottsbluff;**

Typically, non-English speaking residents that come in contact with the City are fluent in Spanish. In City Hall, staff typically encounters non-English speaking residents about twice a week.

3. **The nature and importance of the City of Scottsbluff program or activity provided to the individual's life.**

City planning efforts included a focus group with Spanish translators for the first time in 2015. This focus group meeting underscored the importance of the City including non-English speakers in the City's planning processes in the future. Attendees of the focus group were very excited about the possibility of providing input to the City in the future and seemed eager for projects that would continue planning and implementing improvements in their area of town.

4. **The resources available to the City of Scottsbluff and costs associated providing LEP services.**

In City Hall, the City has a staff member who is fluent in English and Spanish who provides translation services when necessary. Additionally, in past focus group meetings, volunteers have provided translation services. These volunteers are residents of the proposed project area and have indicated their willingness to continue providing translation services as needed for future planning projects and informational meetings. In this manner, the City will be able to facilitate translation services for non-English speaking residents at no extra cost to the City.

As a result of the Four Factor Analysis, the **City of Scottsbluff** has determined a Language Assistance Plan is needed: YES NO

EXHIBIT O-1

EXHIBIT K

WAIVER OF PROCUREMENT PROCESS DUE TO OFFICIALS OF THE GRANTEE ACTING IN THEIR OFFICIAL CAPACITY

The City of Scottsbluff (Applicant) hereby assures and certifies to the Nebraska Department of Economic Development (the Department) regarding an application for Community Development Block Grant (CDBG) funds, the following:

1. The City of Scottsbluff has reviewed 24 CFR Part 85 Chapter 36 which sets forth the standards that are applicable to procurement for Federal grants and cooperative agreements and sub-awards to the State, local and Indian tribal governments.
2. In each of the last three consecutive years, the City of Scottsbluff, has appointed the Panhandle Area Development District, to act in the official capacity of planning services.
3. The City of Scottsbluff can document three consecutive years of annual appointment with minutes of annual reorganization meeting. Documentation attached.
4. The project activity directly relates to the official capacity of the appointee as described below and providing any related supplementary documentation to capacity (e.g. Development District will provide planning services, statement of capacity to compete services attached):

The Panhandle Area Development District will provide planning services with regards to the Phase I pre development of the Comprehensive Development program for the City of Scottsbluff when the funds are awarded to the City. The Panhandle Area Development District employs one full time employee who is a certified planner and provides planning services to the communities in the 11 counties of the Nebraska panhandle.

The Applicant hereby certifies that it will comply with the above stated assurances.

Signed _____

(Chief Elected Official)

Date _____

EXHIBIT K-1

City of Scottsbluff, Nebraska

Tuesday, September 6, 2016

Regular Meeting

Item Resolut.1

Council to consider an Ordinance adopting the budget statement to be termed the annual appropriation bill for FY 2016-2017 (second reading).

Staff Contact: Nathan Johnson, City Manager

AN ORDINANCE TO ADOPT THE BUDGET STATEMENT TO BE TERMED THE ANNUAL APPROPRIATION BILL; TO APPROPRIATE SUMS FOR NECESSARY EXPENSES AND LIABILITIES; TO PROVIDE FOR AN EFFECTIVE DATE.

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

1. That after complying with all procedures required by law, the budget presented and set forth in the budget statement is approved as the Annual Appropriation Bill for the fiscal year beginning October 1, 2016 through September 30, 2017. All sums of money contained in the budget statement are appropriated for the necessary expenses and liabilities of the City of Scottsbluff.

2. The Council determines that it is necessary to exceed the allowable growth for restricted funds for the next fiscal year by an additional one percent as permitted under §13-519 of the Nebraska statutes, and as approved by at least 75% of the Council.

3. A copy of the budget document shall be forwarded as provided by law to the Auditor of Public Accounts, State Capitol, Lincoln, Nebraska, and to the County Clerk of Scotts Bluff County, Nebraska, for use by the levying authority.

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

PASSED AND APPROVED on _____, 2016.

Mayor

Attest:

City Clerk (Seal)

Approved as to form:

Deputy City Attorney

City of Scottsbluff, Nebraska

Tuesday, September 6, 2016

Regular Meeting

Item Resolut.2

Council to consider an Ordinance amending the code regarding utility user fees, effective October 1, 2016 (third reading).

Staff Contact: Nathan Johnson, City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA AMENDING THE MUNICIPAL CODE IN REGARD TO SEWER USER FEES AT CHAPTER 6 ARTICLE 6, AMENDING WATER SERVICE FEES AT CHAPTER 6 ARTICLE 6, AMENDING THE SURCHARGE FOR STORMWATER AT CHAPTER 6 ARTICLE 6, AND AMENDING ARTICLE 19, CHAPTER 3, BY INSTITUTING A DELINQUENT CHARGE FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICES, REPEALING PRIOR PROVISIONS OF THE MUNICIPAL CODE, PROVIDING FOR PUBLICATION BY PAMPHLET FORM AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Section 6-6-28 of the Scottsbluff Municipal Code is amended to provide as follows:

“6-6-28. Water service.

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

<u>Gallons</u>	<u>Rate per Thousand Gallons</u>
Up to 10,000	\$2.82
10,001 to 20,000	1.857
20,001 to 60,000	1.850
60,001 to 100,000	1.828
Over 100,000	1.812

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

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

<u>Water Meter Size</u>	<u>Minimum Charge</u>	<u>Gallons</u>
5/8" or 3/4"	\$22.82	10,000
1"	41.39	20,000
1½"	78.38	40,000
2"	106.12	55,000
3"	170.18	90,000
4"	260.90	140,000
6"	369.57	200,000
8"	550.54	300,000

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

Each user of the City water system located outside of the City limits, except for whole sale water use provided by the City pursuant to the terms of an agreement, shall pay the following 1.5 times the minimum charges listed above. Provided, whole sale water use and sale shall be sold at an agreed upon amount as set by the City Council for charges outside the City limits.

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

Section 2. Section 6-6-19 of the Scottsbluff Municipal Code is amended to provide as follows:

“6-6-19. Minimum charge.

Each user shall pay a sewer service charge in the minimum amount of \$41.89 which shall cover the first 10,000 gallons of water consumed by the user during the bimonthly billing period as determined in Chapter 18. Each user shall pay an additional charge of \$3.10 per each 1,000 gallons of water consumed in excess of 10,000 gallons during the applicable billing period. Provided, however, wholesale users shall pay 92.5% of the charges provided in this paragraph.

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

Section 3. Section 6-6-22 of the Scottsbluff Municipal Code is amended to provide as follows:

“6-6-22. Surcharge.

- (1) There will be a \$2.00 per billing cycle surcharge fee to all residents of the city for stormwater regulatory requirements and the use, upkeep and maintenance of the city’s stormwater collection system.
- (2) Users who contribute wastewater the strength of which is greater than normal domestic sewage shall, in addition to the basic sewer charge, pay a surcharge equal to \$0.50 per pound for the first ten thousand (10,000) pounds of excess B.O.D. per billing cycle (or up to the limit of their contract with the City), and a surcharge of \$1.02 for all additional excess B.O.D. per billing cycle. A contribution of more than twelve thousand (12,000) pounds of excess B.O.D. per billing cycle, in the absence of a contract, shall subject the user to the sanctions and penalties provided in this Chapter. Users with a contract who exceed the limits of their contract may also be subject to the sanctions and penalties provided in this Chapter.
- (3) Users who contribute wastewater the strength of which is greater than normal domestic sewage shall, in addition to the basic sewer charge, pay a surcharge equal to \$0.06 per pound of excess suspended solids per billing cycle.
- (4) The expression “per billing cycle” as used in this section means the period for which the sewer service charge is payable.
- (5) The rates and fees provided in this section shall be effective with respect to usage for which billings are made on or after October 1, 2016.”

Section 4. Chapter 19, Article 3, Section 12 of the Scottsbluff Municipal Code is amended by repealing the existing language and substituting the following language:

“19-3-12. Service charges, due date, delinquent bill; payment.

All charges for solid waste collection and disposal service, as provided in the rate schedule at Chapter 6, Article 6, shall be paid at the office of the Finance Director when due according to the billing schedule. The charges for solid waste collection and disposal services under this Article shall be delinquent seventeen (17) days after the date of the bill. A penalty for late payment in the amount of ten percent (10%) of the charge shall be added to each bill when payment has become delinquent. The fact that service has continued after delinquency and payment of such charges shall not be construed as a waiver in any manner of the right to institute necessary and appropriate collection procedures. Whenever a bill for collection and service is delinquent, the City Manager, or his or her designee, may terminate collection and service.”

Section 5. Previously existing Sections 6-6-28, 6-6-19, 6-6-22, and 19-3-12 and all other ordinances and parts of ordinances in conflict herewith are repealed. Provided, however, this ordinance shall not be construed to effect any rights, liabilities, duties or causes of action, either criminal or civil, existing or actions pending at the time when this Ordinance becomes effective.

Section 6. This Ordinance shall become effective upon its passing and approval and publication shall be in pamphlet form.

PASSED and APPROVED on _____, 2016.

Attest:

Mayor

City Clerk (Seal)

Approved as to Form:

Deputy City Attorney

City of Scottsbluff, Nebraska

Tuesday, September 6, 2016

Regular Meeting

Item Resolut.3

Council to consider an Ordinance levying a special assessment in Paving District No. 311 (third reading).

Staff Contact: Nathan Johnson, City Manager

ORDINANCE NO. _____

AN ORDINANCE FINDING, ASCERTAINING, DETERMINING, EQUALIZING AND FIXING THE BENEFITS TO AND LEVYING SPECIAL ASSESSMENTS UPON THE LOTS, LAND AND REAL ESTATE ABUTTING UPON AND ADJACENT TO AND ESPECIALLY BENEFITTED BY THE IMPROVEMENTS IN PAVING DISTRICT NO. 311 OF THE CITY OF SCOTTSBLUFF, NEBRASKA, FOR THE PURPOSE OF PAYING THE COSTS OF SUCH IMPROVEMENTS TO THE EXTENT OF SPECIAL BENEFIT TO SUCH LOTS, LANDS, AND REAL ESTATE BY REASON OF SUCH IMPROVEMENTS.

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

Section 1. That, for the purpose of paying the cost of the improvements in Paving District No. 311 in the City of Scottsbluff, County of Scotts Bluff, Nebraska, the Mayor and City Council, sitting as a Board of Equalization, after publication of notice to property owners as required by law, and after due consideration, determine such costs to be the amount of \$248,742.05, and find, ascertain, determine, equalize and fix special benefits to, and levy assessments on the following lots, parts of lots, lands and real estate in such District as follows:

LOT ASSESSMENT	BLOCK	ADDITION	BENEFIT
Tract 2	Block 6	Five Oaks	\$21,118.25
Lot 1	Block 6	Five Oaks	\$17,752.22
Lot 2	Block 6	Five Oaks	\$17,750.84
Lot 3	Block 6	Five Oaks	\$19,599.05
Lot 8	Block 14	Five Oaks	\$16,891.01
Lot 7	Block 13	Five Oaks	\$17,901.51
Lot 7	Block 5	Five Oaks	\$16,646.13
Lot 8	Block 5	Five Oaks	\$17,297.85
Lot 8a	Block 4	Five Oaks	\$18,249.84
Lot 9a	Block 4	Five Oaks	\$15,637.78
Lot 10a	Block 4	Five Oaks	\$15,637.78
Lot 11a	Block 4	Five Oaks	\$15,626.15
Lot 12a	Block 4	Five Oaks	\$17,515.39
Tract 1 (Park)	Block 14	Five Oaks	\$21,118.25

Section 2. That such special assessments shall be, and the same are hereby made and declared to be, a lien upon such properties from and after this date, and shall be payable in ten (10) equal installments as follows:

- 1/15 within fifty days from date of this levy
- 1/15 within one year of said date;
- 1/15 within two years of said date;
- 1/15 within three years of said date;
- 1/15 within four years of said date;
- 1/15 within five years of said date;
- 1/15 within six years of said date;
- 1/15 within seven years of said date;
- 1/15 within eight years of said date;
- 1/15 within nine years of said date;
- 1/15 within ten years of said date;
- 1/15 within eleven years of said date;
- 1/15 within twelve years of said date;

1/15 within thirteen years of said date;
1/15 within fourteen years of said date;

Each of such installments except the first shall draw interest at the rate of five and seventy six hundredths percent (5.76%) per annum from date of levy until the same shall become delinquent and, thereafter, any installment, including the first, shall draw interest at the rate of fourteen percent (14%) per annum (or as such rate may from time to time be adjusted by the Legislature) until paid; provided, the owner of any lot, part of lot, lands or real estate, upon which an assessment has been made herein may pay the entire assessment within fifty (50) days after the date of this levy and, thereupon such lot, part of lots, lands, or real estate, upon which an assessment has been made herein may pay the entire assessment within fifty (50) days after the date of this levy, and thereupon such lot, part of lots, lands or real estate be exempt from an lien charge therefor.

Section 3. Such special assessments shall be payable at the office of the City Finance Director in City Hall.

Passed and approved on this ____ day of _____, 2016.

Mayor

Attest:

City Clerk

(Seal)

Approved as to Form:

Deputy City Attorney

City of Scottsbluff, Nebraska

Tuesday, September 6, 2016

Regular Meeting

Item Resolut.4

Council to consider an Ordinance providing for a new 1 ½% restaurant occupation tax, effective January 1, 2017.

Staff Contact: Nathan Johnson, City Manager

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR A NEW OCCUPATION TAX ENTITLED FOOD SERVICE, DRINKING PLACES AND RESTAURANT TAX, REPEALING PRIOR SECTIONS LOCATED IN CHAPTER 6, ARTICLE 6 AND CHAPTER 11, ARTICLE 2 OF THE SCOTTSBLUFF MUNICIPAL CODE, PROVIDING FOR PUBLICATION IN PAMPHLET FORM AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

“6-6-18. Occupation taxes.

The occupation tax referred to elsewhere in the municipal code shall be upon each of the following occupations and businesses (except as provided in such section) in amounts, respectively, as follows:

- A -

Alcohol, alcoholic liquors. Per year-	
Manufacture of alcohol and spirits	\$1,000.00
Catering Licensee	200.00
Manufacture of beer	500.00
Manufacture of wine	500.00
Alcoholic liquor (except beer) wholesaler	1,000.00
Beer wholesaler	250.00
A - retailer of beer only, for consumption on premises	200.00
B - retailer of beer only, for consumption off premises	
(sale in original packages only)	200.00
C - retailer of alcoholic liquors for consumption on premises and off premises	
(sale in original packages only), except nonprofit corporation which is a club.	600.00
C - retailer of alcoholic liquors, including beer for consumption on the premises only,	
nonprofit corporation which is a club	150.00
D - retailer of alcoholic liquors, including beer, for consumption off premises	
sale in original packages only)	400.00
I - retailer of alcoholic liquors, for	
consumption on premises only.....	500.00
Special Designated License, except for special designated	
license issued to a holder of a catering license	50.00 per day
Non-beverage User	
Class 1	5.00
Class 2	25.00
Class 3	50.00
Class 4	100.00
Class 5	250.00

- B -

Billboard advertising, bill posting, thrust upon public view or attention from billboards located upon private property, or elsewhere, for pay or hire, by persons, firms or corporations -

Per Year	\$ 25.00
----------------	----------

- D -

Dog kennels

Kennel authorized to keep	
less than five (5) dogs	
Per Year	25.00
Kennel authorized to keep five (5)	
dogs or more	
Per Year	50.00

- F -

Fire insurance company or association

Per Year	5.00
----------------	------

Food and Beverages Retailer and Restaurant . . . 1½% of all gross receipts as defined in Section 11-2-6.1

- H -

Hawkers and peddlers
Per Week 5.00
Per Year 25.00

- P -

Pawnbrokers
Per Year 100.00

Petroleum products, refineries of
Per Year 250.00

Pet shop
Per Year 50.00"

- R -

Retail Business Occupation Tax . . . One half percent (0.50%) of all General Retail Business Transactions which the State of Nebraska is authorized to impose a tax as allowed by the Nebraska Local Option Revenue Act and which are subject to sales and use tax within an agreed Enhanced Employment Area, except any transaction which action which is subject to tax under Sections 53-160, 66-489, 66-489.02, 66-4,140, 66-4,145, 66-4,146, 77-2602 or 77-4009 of the Nebraska Revised Statutes or which is exempt from tax under 77-2704.24 of the Nebraska Revised Statute.

Section 2. Chapter 11, Article 2 of the Scottsbluff Municipal Code is amended by amending Section 11-2-4 and adding new Section 11-2-6.1 to provide as follows:

“11-2-4. Tax; term; when due; generally.

Except as provided in the provisions of this Article pertaining to Class C liquor licenses, General Retail Business Transactions within an agreed Enhanced Employment Area and Food and Beverages Retailer and Restaurant tax, on all occupations and businesses upon which such tax is levied at a yearly rate the year for such tax shall be deemed to begin with the first day of May of each year and shall end on the last day of April following; and such tax for each year shall be due and payable, in advance, on the first day of May of every year, and thereafter such tax shall be delinquent. The whole amount of every occupation tax levied at a daily or yearly rate must be paid in one (1) payment before the occupation or business is commenced, whether payment is made at the beginning of the day or year, or at any time thereafter; and no payment made at the beginning of the day or year shall be for any certain time less than such day or year. The whole amount of the tax on the manufacture, distribution or sale of alcoholic liquor shall be paid immediately after the final issuance of a license to the applicant under the Nebraska Liquor Control Act; provided, however, when there is a purchase of an existing licensed business and a new license of the same class is issued, or upon the issuance of a new license for a location which has not been previously licensed, the license fee and occupation taxes shall be prorated on a quarterly basis as of the date of issuance. The tax on food and beverages retailer and restaurant services shall be paid according to the section of this Article concerning that tax.

“11-2-6.1 Same; Food Services, Drinking Place or Restaurants.

(A) On or after January 1, 2017 and in each calendar month thereafter, there is imposed a food and beverages retailer and restaurant occupation tax upon each and every person operating a commercial establishment within the City for any period of time during a calendar month. The amount of such tax shall be one and one half percent (1½%) of all gross receipts for each calendar month derived from the sale of food and beverages subject to this tax.

(B) The person engaged in the sale of food and beverages may, but is not required, to itemize the tax levied on a bill, receipt or other invoice to the purchaser, but each person engaged in the sale of food or beverages shall remain liable for the tax imposed by this section.

(C) Gross receipts subject to the tax shall include receipts from the sale of food and beverages excluding receipts from the sale of food or beverages exempt from or not otherwise subject to Nebraska Sales and Use Tax provided by the Nebraska Revenue Act of 1967 as amended from time to time.

(D) The following definitions shall apply:

(1) Beverage shall mean all substances, whether in liquid or frozen form, sold for ingestion by humans and are consumed for their taste or nutritional value, provided that beverage shall not include alcoholic beverages and shall only include non-alcoholic beverages.

(2) City shall mean City of Scottsbluff and the area within the corporate limits of the City of Scottsbluff.

(3) Commercial establishments shall mean any retail location in the City that sells food or beverages as herein defined.

(4) Food shall mean substances, whether in liquid, concentrated, solid, frozen, dried or dehydrated form, that are sold for ingestion or chewing by humans and are consumed for their taste or nutritional value, excluding beverages as defined herein and tobacco products.

(5) Gross receipts shall mean the total amount of consideration, donations, contribution, or monetary charges of any nature paid to obtain food or beverage without any deduction on amount of expenses, taxes or other costs. Notwithstanding anything herein to the contrary, the term gross receipts shall not include:

(a) Receipts from the sale of food or beverages exempt from or not otherwise subject to Nebraska Sales and Use tax as provided by the Nebraska Revenue Act of 1967 as amended from time to time;

(b) The value of food or beverages furnished by the commercial establishment to employees as part of their compensation when no charge is made to the employee; and

(c) Tips to an employee of a food services and restaurant when the amount of the tip is wholly in the discretion of the purchaser, whether or not the tip is paid to the employee or added to the bill, and if the amount of the tip is turned over to the employee. Amounts that are added to the price of the meal and required to be paid by the purchaser, whether or not designated as a tip or a service charge, shall be exempt as a tip to the extent a mandatory amount does not exceed twenty-five percent (25%), of the food and beverage sales price.

(6) Finance Director shall mean the Finance Director of the City of Scottsbluff.

(7) Person shall mean any natural person, individual, partnership, association, organization or corporation of any kind or character engaging in retail sales of food or beverages and may be referred to as taxpayer herein.

(8) Retail shall mean the sale for use or consumption and not for resale in any form.

(9) Retail location shall mean any permanent, temporary or mobile place, location or facility where retail sales occur, including but not limited to, brick and mortar locations, mobile trucks and temporary stands.

(10) Sale or to sell shall mean any transfer of possession for consideration, donation, contributions, or monetary charges of any nature paid to obtain or for access to food or beverage.

(11) Taxpayer shall mean any person operating a commercial establishment herein defined who is required to pay the tax herein imposed.

(E) The tax imposed by this Article is purely for revenue purposes to support the programs of the government of the City of Scottsbluff. The levy of the tax under this Article is in addition to all other fees, taxes, excises and licenses levied and imposed under any contract or any other provision of the Municipal Code or Ordinances of the City of Scottsbluff, in addition to any fee, tax, excise or license imposed by the State. Payment of the tax imposed by this Article shall not relieve the person paying the same from payment of any other tax now or hereinafter imposed by contract or ordinance or by this Code, including those imposed for any business or occupation he or she may carry on, unless so provided therein. It is the intent of the Scottsbluff City Council that the occupation taxes imposed by this Article shall be accumulative except where otherwise specifically provided.

(F) Each and every person operating a commercial establishment within the City for the calendar month beginning January, 2017, and for each and every calendar month thereafter, shall prepare and file, on or before the 25th day of the month or the next business day should the 25th fall on a Federal

holiday or weekend, following on a form prescribed by the Finance Director, a return for the taxable calendar month. The tax imposed herein shall be due and payable to the Finance Director on the first day of each calendar month next succeeding the month during which the food and beverage was sold. Any return that is remitted via the United States Postal Service shall be postmarked by the 25th day of the month to be considered an on-time filing. A commercial establishment may make reports and remittances quarterly in lieu of monthly if their monthly remittance would be \$100 or less.

(G) If any person neglects or refuses to make a return or payment of the taxes as required by this Article, the Finance Director shall make an estimate, based upon such information as may be reasonably available, of the amount of taxes due for the period or periods for which the taxpayer is delinquent, and upon the basis of such estimated amount, compute and assess in addition thereto a penalty equal to ten percent (10%) thereof, together with interest of such delinquent tax, at a rate of one percent (1%) per month, or fraction thereof from the date when due. The Finance Director shall give the delinquent taxpayer written notice of such estimated taxes, penalty and interest, which notice must be served personally or by certified mail. Such estimate shall thereupon become an assessment and such assessment shall be final and due and payable from the taxpayer to the Finance Director ten (10) days from the date of service of the notice of the date of mailing by certified mail; however, within such ten (10) day period, the delinquent taxpayer may petition the Finance Director for a revision or modification of such assessment and shall, within such ten (10) day period, furnish the Finance Director the facts and correct figures showing the correct amount of taxes. Any petition by the taxpayer shall be in writing, and the facts and figures submitted shall be submitted in writing and shall be given under oath of the taxpayer. Thereupon, the Finance Director shall modify such assessment in accordance with the facts he or she deems correct. Such adjusted assessment shall be made in writing and notice thereof shall be mailed to the taxpayer within ten (10) days; and all such decisions shall become final upon expiration of thirty (30) days from the date of service, unless proceedings are commenced within that time for an appeal in the District Court of Scotts Bluff County, Nebraska by the filing of a petition with the clerk of the court. This appeal shall be conducted in conformance with the Nebraska Rules of Civil Procedure and rules of the court as may be adopted by the court or enacted by the Legislature.

(H) It shall be the duty of every taxpayer to keep and reserve suitable records and other books or accounts as may be necessary to determine the amount of tax for which he or she is liable hereunder. The records of gross revenue by which the tax is measured shall be kept separate and apart from the records of other sales or receipts in order to facilitate the examination of books and records as necessary for the collection of this tax. It shall be the duty of every taxpayer to keep and preserve for the period of four (4) years all such books, invoices and other records, which shall be open for examination at any time by the finance director or his or her duly designated persons. Such person keeps or maintains their books, invoices, accounts or other records or any thereof, outside of the State, upon demand of the Finance Director, they shall make the same available at a suitable place within the City, to be designated by the Finance Director, for examination, inspection and audit by the Finance Director or his or her duly authorized persons. The duties of the Finance Director herein provided may be performed by any qualified person designated by the Finance Director.

(I) The administration of the provisions of this section are vested in the Finance Director who shall prescribe forms in conformity with this section for the making of returns, for the ascertainment, assessment and collection of the tax imposed hereunder and for proper administration and enforcement hereof. The Finance Director may adopt such rules and regulations as may be necessary or desirable for the administration and enforcement of this Article. This section shall be enforced according to this Article for all occupation taxes payable within the City.”

Section 3. Previously existing Sections 6-6-18 and 11-2-4 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 4. 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:

City Attorney

City of Scottsbluff, Nebraska

Tuesday, September 6, 2016

Regular Meeting

Item Resolut.5

Council to consider approval of the Permit to Occupy State Highway Right of Way between the Nebraska Department of Roads and the City for the Scottsbluff Monument Valley Pathway project and approve the Resolution.

Staff Contact: Perry Mader, Park and Rec Director

AGREEMENT

CITY OF SCOTTSBLUFF
STATE OF NEBRASKA, DEPARTMENT OF ROADS
PROJECT NO. ENH-79(42)
CONTROL NO. 51512
SCOTTSBLUFF VALLEY PATHWAY NORTH

THIS AGREEMENT, is made and entered into by and between the City of Scottsbluff, a local public agency ("LPA") and the State of Nebraska, Department of Roads, hereinafter referred to as the "State," and sometimes collectively referred to herein as the "Parties".

WITNESSETH:

WHEREAS, State and LPA have entered into a Program Agreement ENH-79(43), Agreement No. BM1226 for the design and construction of a local federal-aid shared-use path ("Pathway" project); and

WHEREAS, the project is scheduled for construction in FY 2017 and will use Federal funds and Local funds for the construction of the project; and

WHEREAS, LPA has requested to occupy State's highway right-of-way with a portion of LPA's pathway project, as shown on the situation sketch attached as Exhibit "A" and hereby incorporated in this agreement; and

WHEREAS, the project is described generally as follows:

The City of Scottsbluff is planning a new pedestrian/bicycle trail and bridge project mostly located within the municipal limits of Scottsbluff, Nebraska. The "Scotts Valley Pathway North Project" includes a 5.8 mile concrete trail that connects logical termini: the project begins at the existing Monument Valley Pathway Trail within Riverside Park, and extends north to 37th Street and east to Western Nebraska Community College and the nearby business complex. In most locations, the trail would be 10-foot-wide and would include a minimum 2-foot-wide graded shoulder on either side. All project components, including the trail and bridge, would be designed and constructed in compliance with the American with Disabilities Act (ADA). The trail would cross US-26 at 2nd Avenue via a new grade-separated pedestrian bridge. The 162-foot, single span pedestrian bridge would connect planned trail segments on both side of US-26, while allowing sufficient vertical clearance for oversized vehicular loads traveling on US-26.

WHEREAS, Neb. Rev. Stat. § 39-1359 requires that State's right-of-way be held inviolate for highway purposes and that written permission of State is required to occupy the State's right-of-way, and because Pathway will be located on and over the ROW of the State Highways, LPA is required to obtain a permit to occupy the right-of-way for Pathway; and

WHEREAS, pursuant to Neb. Rev. Stat. § 39-1339, LPA shall be solely responsible for the Pathway; and

WHEREAS, LPA is willing to obtain and maintain in force insurance in the amounts required herein by State, or at least prove to State that Pathway has been added to the areas covered by LPA's existing liability insurance coverage, for at least the part of the Pathway located on or over the State highways; and

WHEREAS, LPA is agreeable to being solely responsible for all costs and liability for the design, construction, inspection, maintenance, operation, repair, replacement, reconstruction, or removal of the Pathway; and

WHEREAS, State is willing to permit the LPA's work on and occupation of State's property so long as that work is completed and the facilities operated and managed at no cost or liability to State; and

WHEREAS, LPA concurs that the future State roadway improvements and maintenance activities may adversely impact Pathway and that all work to design, remove, relocate, construct, reconstruct, inspect, operate, repair or maintain Pathway to accommodate State's work shall be accomplished solely at LPA's cost; and

WHEREAS, LPA has authorized the Mayor of the LPA to execute this agreement as evidenced by the resolution of the City Council, attached hereto as Exhibit "B" and made a part of this agreement.

NOW THEREFORE, in consideration of these facts and mutual promises, the Parties hereto agree as follows:

SECTION 1. DURATION OF THE AGREEMENT This agreement becomes effective upon the proper execution of the agreement by both parties. The duration of this agreement and the State's Permit to Occupy the State's Right of Way shall be twenty five years from the date of execution of the agreement. At the completion of the twenty five year term, renewal for an additional twenty five year term shall be automatic unless the State notifies the LPA one calendar year in advance of the end of the initial twenty five year term. The renewal shall not be unreasonably denied by State. At the end of the second twenty five year term, this agreement will terminate unless extended by supplemental agreement. The duration of this agreement is subject to the State's right to reconstruct S-79H and US-26, as described elsewhere in this agreement.

SECTION 2. NO COST TO STATE The Parties expressly agree that this agreement is executed for the benefit of LPA and that the parties intend that all costs and liability for Pathway design, construction, inspection, maintenance, operation, repair, reconstruction, and for the removal of the Pathway and restoration of State property, will be the sole responsibility of LPA, and, except as expressly provided herein, shall be accomplished at no cost to State.

SECTION 3. FUNDING FOR PATHWAY The Parties agree LPA is in the process of seeking Federal-aid funding for the Pathway. This agreement is to allow LPA to occupy State property with portions of the Pathway and is separate from LPA's program agreement with State seeking Federal-aid funding for LPA's Pathway project.

SECTION 4. PLANS PREPARATION The LPA will prepare, or cause plans to be prepared for LPA's pathway project LPA will design Pathway to accommodate the existing highway drainage patterns and construct drainage facilities that are consistent with and will not adversely affect the operation of State's highway drainage facilities. LPA will, at LPA's sole expense, design, construct, and inspect the construction of Pathway. Further, LPA will design, construct, operate, inspect, repair and maintain Pathway to conform to federal and state law and rule and regulation concerning accommodation of the disabled. LPA will, at LPA's sole cost, maintain in good repair, operate, reconstruct, and, if necessary, remove Pathway and restore State's property. When the plans for Pathway are completed, the Parties will enter into a supplemental agreement which incorporates into this agreement the State's Permit to Occupy State right-of-way including LPA's final plans and specifications for Trail Pathway. These plans shall include, but not be limited to, work zone traffic control, grading, pedestrian bridge, surfacing, drainage and erosion control work.

Project No. ENH-79(42)
Control No. 51512
SCOTTSBLUFF VALLEY PATHWAY NORTH

Agreement No. BM1629

Page 2

SECTION 5. PERMIT TO OCCUPY STATE'S RIGHT-OF-WAY LPA will submit to State an application for a permit to perform work on State's right-of-way and to occupy State's right-of-way including final plans for the Pathway to State for review through State's right-of-way permit process prior to work occurring on State's right of way. LPA will conduct no construction work on State's right-of-way prior to State issuing a permit to Work on and Occupy State's right-of-way. In the event provisions of this agreement conflict with provisions of State's permit to occupy the State's Right of Way, the provisions of this agreement shall govern. Terms of the permit(s) that are not affected by the terms of this agreement will remain in full force and effect.

SECTION 6. CONTRACT LETTING LPA's project will be let for bids through State's standard LPA Federal-aid project letting process. The construction contract will be between LPA and its selected construction contractor.

SECTION 7. CONSTRUCTION The LPA will complete all aspects of Pathway construction at its sole cost. Under this agreement, State has a right but not a duty to inspect the completed work or phases of the work located on State right-of-way. Any State inspection shall be conducted at State's cost. A decision on the part of State to inspect or not to inspect LPA's work during the course of construction does not relieve LPA of the responsibility to complete the work in accordance with the agreements of the Parties. LPA shall blend the Pathway project into State's existing highway projects, as shown in the final plans. LPA shall require its contractor to finish, restore, seed and properly finish the project so that the disturbed areas are restored consistent with the rest of the State's property.

SECTION 8. PROFESSIONAL SERVICES The professional design services for work to be constructed on State's right-of-way under this agreement shall be completed by, or under the direct supervision of, a Professional Civil Engineer licensed to practice in State of Nebraska. Review by State of the plans and specifications and the issuing of a permit to construct the Pathway does not constitute a waiver of liability. In the event the professional construction engineering services for work to be constructed on State's right-of-way under this agreement are not completed by State on behalf of LPA, LPA shall ensure such services will be completed by, or under the direct supervision of, a Professional Civil Engineer licensed to practice in State of Nebraska. Review by State of the construction of the Pathway does not constitute a waiver of liability.

SECTION 9. PROFESSIONAL PERFORMANCE State will rely on the professional performance and ability of LPA. Examination by State, or any acceptance or use of the work product, will not be considered to be a full and comprehensive examination and will not be considered an approval of the work product which would relieve LPA from any liability or expense that would be connected with LPA's sole responsibility for the propriety and integrity of the professional work to be accomplished by the LPA pursuant to this agreement. That further, acceptance or approval of any of the work by State will not constitute a waiver of any rights of State to recover from LPA, damages that are caused by the LPA due to error, omission, or negligence of the Consultant in its work. That further, if due to error, omission, or negligence of the LPA the plans, specifications, and estimates are found to be in error or there are omissions therein revealed during the construction of the project and revision or reworking of the plans is necessary, LPA shall make such revisions without expense to State. The LPA's legal liability for all damages incurred by State caused by error, omission, or negligent acts of the LPA will be borne by LPA without liability or expense to State.

SECTION 10. FUTURE HIGHWAY CONSTRUCTION INCLUDING NEPA The Parties understand that Pathway will over cross State's highway and that S79H and/or US 26 is subject to future roadway work

Project No. ENH-79(42)
Control No. 51512
SCOTTSBLUFF VALLEY PATHWAY NORTH

Agreement No. BM1629

Page 3

which may adversely impact Pathway. This agreement is entered into expressly subject to any future highway operation, maintenance, resurfacing, rehabilitation, or reconstruction deemed necessary by State.

- a. The Parties further agree that all Pathway work necessary to facilitate the operation, maintenance, resurfacing, rehabilitation, or reconstruction of S79H and/or US 26 will be accomplished at LPA's sole expense. LPA is hereby notified that, in order to satisfy the requirements of the National Environmental Policy Act (NEPA), State has been required to perpetuate or provide alternate routes when trails located on the right-of-way are impacted by a federal aid highway project. LPA agrees that any work required to satisfy the requirements of NEPA related to Pathway on State's right-of-way will be accomplished at the sole financial responsibility of LPA.

SECTION 11. INDEMNIFICATION AND LPA INSURANCE

- a) **INDEMNIFICATION** LPA shall indemnify and hold harmless, to the fullest extent allowed by law, State, its agents, employees and representatives, from all claims, demands, suits, actions, payments, liability, judgments and expenses (including attorney's fees) arising out of or by reason of the work of LPA under this Agreement. State shall not be liable in any manner to any person or entity for any claim, demand, suit, action, payments, liability, judgments and expenses (including attorney's fees) arising out of or by reason of the work of LPA under this Agreement, or the design, planning, performance, or completion of the work that results in bodily injury, sickness, disease, death, civil rights liability, or damage to or destruction of property, including the loss of use resulting therefrom, that is caused in whole or in part, either directly or indirectly, by LPA or any LPA agents or representatives. State shall not be liable in any manner to any person or entity for any claim, demand, suit, action, payments, liability, judgments and expenses (including attorney's fees) arising out of use of Pathway or the security of persons using the Pathway and highway undercrossing that results in bodily injury, sickness, disease, death, civil rights liability, or damage to or destruction of property, including the loss of use resulting there from, that is caused in whole or in part, either directly or indirectly, by LPA or any LPA agents or representatives. LPA further agrees to defend at its sole cost and expense, any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising out of or as a result of work performed by LPA or its agent, or anyone contracting with LPA for such hereunder.
- b. **LPA INSURANCE** For the duration of this agreement, LPA shall carry at least the insurance required on Exhibit "C" covering the Pathway and the area of State property occupied by the Pathway, the terms of which are hereby included in this agreement by reference.

SECTION 12. PATHWAY OWNERSHIP AND OPERATION RESPONSIBILITIES LPA shall be the owner of the part of the Pathway that is not located on State's property. State grants to LPA, upon the issuance of a State permit, the right to construct, occupy, operate, inspect, repair, reconstruct (when necessary) and maintain it's Pathway on State's property. LPA agrees, at no cost to the State, to be solely responsible for the operation (including security of Pathway users), inspection, maintenance, repair, restoration, or when necessary, reconstruction of the Pathway to its as-constructed condition.

LPA shall, without any cost to State properly illuminate the Pathway on the pedestrian bridge without the lights being directly visible from the highway below.

LPA is also responsible for damage to Pathway and LPA's pedestrian bridge caused by vehicle crashes, vandalism, or other acts or omissions. LPA further agrees that State has no duty to inspect, report, or remedy observed conditions (even if State has notice of said condition) on the Pathway or pedestrian bridge. LPA shall be responsible for collecting any and all damages from the person(s) or entities that caused damage to the Pathway or pedestrian bridge. Permission to use State's right-of-way to perform maintenance of the Pathway or pedestrian bridge is covered under the permit issued by State including periodic maintenance access to the site from State's highway. Additional modification to the State's property must be reviewed by State and permission of State granted in writing, ordinarily in the form of a right-of-way permit.

SECTION 13. PROTECTION OF UTILITIES LPA will protect or cause to be protected the utilities within the highway right-of-way, and repair or replace such when damaged during the performance of work of LPA under this Agreement.

SECTION 14. NOTICE TO STATE The LPA will notify the Office of State's Highway District Engineer at the specific milestones in the construction as detailed below.

- a. Forty eight hours prior to commencing construction for the purpose of coordinating the work and establishing contact information.
- b. Immediately following the installation of the traffic control devices and prior to commencing construction activities.
- c. Upon completion of the construction.

SECTION 15. ADDITIONAL LPA DUTIES The LPA further agrees:

- a. To complete the construction of the Pathway according to the plans and specifications reviewed by State.
- b. To present for review by State any changes to the reviewed construction plans prior to initiating the change.
- c. To install prior to construction and maintain during construction traffic control devices in accordance with the traffic control plans reviewed by State. To present for the review of State changes in the reviewed traffic control plans prior to accomplishing the change.
- d. To notify in writing State's Highway District Engineer or his designee of the completion of the construction. This notice of completion shall be accompanied by a certification stamped and sealed by the Professional Engineer supervising the construction that the work was accomplished in accordance with the reviewed plans and specifications.
- e. That State retains the authority to make future changes to S79H and/or US 26 including changes to LPA's Pathway as necessary to address the needs of the highway system or public safety. In the event State, as a part of its duties to maintain and operate S79H and/or US 26, must change the Pathway, LPA shall be solely responsible for the design, modification or reconstruction of LPA's Pathway, or the cost thereof, to accommodate State's highway changes and for temporary construction to allow the State's work to progress. The LPA will be responsible for any damages to State resulting from the delay in completing a highway improvement, including but not limited to:

- (i) further deterioration of the roadway or its appurtenances, and

(ii) inflation in the cost of a highway improvement, and

(iii) liability for crashes arising out of the delayed completion of the highway improvement.

In the event State determines that required construction, reconstruction, modification or maintenance of the roadways cannot wait for LPA to relocate Pathway, LPA will be responsible for any and all damages associated with State accomplishing the contemplated construction, reconstruction, modification or maintenance of S79H and/or US 26. The LPA will hold the State harmless for damages due to the delay in letting or constructing a project in this location of the highway system due to the coordination for the Pathway.

- g. To be solely responsible for any claims, damages, or lawsuits related to the operation of the Pathway constructed as a part of LPA's project.
- h. LPA shall be responsible for the part of the Pathway crossing at grade, over and along the Highway as if LPA owned the land on which Pathway is located.

SECTION 16. ADDITIONAL STATE DUTIES State agrees:

- a. To review the completed plans and permit application and, if appropriate, to issue a permit to construct, operate, inspect, repair, maintain, reconstruct and, if necessary, remove the Pathway from S79H and/or US 26.
- b. To respond in a timely manner to requests for review of plan changes and reviews of the work.
- c. To notify LPA one year in advance of construction of a project that may require reconstruction of a part or whole of Pathway.

SECTION 17. TERMINATION OF AGREEMENT

This Agreement may be terminated upon the occurrence of any of the following events, each an "Event of Default":

- a. LPA abandons Pathway. For the purpose of this Agreement, "Abandon" shall be considered to occur in the event of any of the following:
 - i. LPA notifies State that it is abandoning Pathway.
 - ii. LPA fails to maintain in effect the insurance required by this agreement and fails to cure by acquiring or reactivating the required insurance within fourteen (14) calendar days after receipt of notice to cure in writing from State.
 - iii. LPA fails to design and construct Pathway within three (3) years of the execution of this agreement and fails to cure non-compliance to the reasonable satisfaction of State, within ninety (90) days after receipt of notice to cure in writing from State; however, no Event of Default related to such failure to cure non-compliance shall be deemed to have occurred if State concludes that non-performance or non-compliance cannot be cured within such ninety (90) day period, and LPA commences cure within said ninety (90) day notice period and diligently pursues

cure to full compliance.

- iv. LPA fails to maintain, operate, inspect, repair, or restore Pathway and fails to cure non-compliance to the reasonable satisfaction of State, within ninety (90) days after receipt of notice to cure in writing from State; however, no Event of Default related to such failure to cure non-compliance shall be deemed to have occurred if State concludes that non-performance or non-compliance cannot be cured within such ninety (90) day period, and LPA commences cure within said ninety (90) day notice period and diligently pursues cure to full compliance.
 - v. LPA fails to, if necessary, reconstruct Pathway within three (3) years following the removal of the Pathway or a portion thereof for highway activities and fails to cure non-compliance to the reasonable satisfaction of State, within ninety (90) days after receipt of notice to cure in writing from State; however, no Event of Default related to such failure to cure non-compliance shall be deemed to have occurred if State concludes that non-performance or non-compliance cannot be cured within such ninety (90) day period, and LPA commences cure within said ninety (90) day notice period and diligently pursues cure to full compliance.
 - vi. Other than specifically provided in this section, LPA fails to cure to the reasonable satisfaction of State, any non-performance or non-compliance with any of the terms, provisions, covenants or conditions contained in this Agreement within ninety (90) days after receipt of notice to cure in writing from State; however, no Event of Default related to such failure to cure non-compliance shall be deemed to have occurred if State concludes that non-performance or non-compliance cannot be cured within such ninety (90) day period, and LPA commences cure within said ninety (90) day notice period and diligently pursues cure to full compliance.
 - vii. LPA fails to make adjustments to Pathway as necessary to provide for State's design, operation, inspection, maintenance, repair, resurfacing, restoration, rehabilitation, or reconstruction of State's highway and fails to cure non-compliance to the reasonable satisfaction of State, within ninety (90) days after receipt of notice to cure in writing from State; however, no Event of Default related to such failure to cure shall be deemed to have occurred if State concludes that non-performance or non-compliance cannot be cured within such ninety (90) day period, and LPA commences cure within said ninety (90) day notice period and diligently pursues cure to full compliance.
- b. LPA's Pathway adversely affects State's ability to design, construct, maintain, repair, resurface, rehabilitate, restore or reconstruct State's highway including all right-of-way and

appurtenances thereto.

- c. LPA fails to construct Pathway in accordance with the approved plans and State's permit.
- d. State or Federal law, rule or regulation effects a change in the statutory environment which renders this agreement or parts thereof void.
- e. State or Federal law, rule or regulation effects a change in the statutory environment which creates duties or responsibilities as a result of this agreement that are considered, in State's sole discretion, too onerous for State.

Upon the occurrence of an Event of Default, as stated above, State may terminate the Agreement by delivering to LPA a written notice of termination ("State Notice of Termination") specifying the effective date of termination, which may be immediate. Upon receipt of the State Notice of Termination, LPA will within 180 days perform the duties and responsibilities under Section 20 of this agreement and peaceably surrender the premises to State.

In the event LPA does not so surrender the premises, State may enter upon the same by due process of law and expel LPA and repossess and enjoy the premises as though the Term had expired; provided, however, that nothing in this Agreement shall preclude LPA from challenging whether there has occurred an Event of Default in an action or proceeding that may be brought in any court of competent jurisdiction, in which event, LPA shall have the right to continue to occupy and use the premises until any such action or proceeding has become final and not subject to an appeal. The immediately preceding proviso shall not apply and State will be entitled to the possession of the premises when the reconstruction of S79H and/or US 26 requires that the premises be vacated for such construction, at the sole discretion of State.

Notwithstanding any provision in this Agreement to the contrary, LPA may terminate this Agreement at any time during the Term upon not less than sixty (60) days written notice to State specifying the effective date of termination and LPA will within 180 days perform the duties and responsibilities under the restoration of State's property as specified below and then peaceably surrender the premises to State.

SECTION 18. COMPLIANCE WITH LAW The cost of complying with applicable future laws, rules, regulations or policies of the federal or state government or its representatives not in force at the time of this agreement or not disclosed or addressed in this agreement shall be the responsibility of the LPA and such compliance shall be accomplished at no cost to the State.

SECTION 19. NOT A JOINT VENTURE The parties acknowledge and agree that this Agreement does not create, nor is it intended to create, an agency relationship, a partnership or joint venture, or any other form of entity or relationship between the Parties where one party may be legally responsible for the other party's actions.

Project No. ENH-79(42)
Control No. 51512
SCOTTSBLUFF VALLEY PATHWAY NORTH

Agreement No. BM1629

Page 8

SECTION 20. RESTORATION OF STATE'S RIGHT-OF-WAY LPA shall remove Pathway (including the pedestrian structure) and restore State's right-of-way to its pre-existing condition (1) at the end of the term of the agreement, (2) in the event the Pathway is abandoned by LPA or, (3) State or LPA terminates this agreement. In the event LPA fails to accomplish the work under this Section in the time frame stipulated, State may complete the work at LPA's sole cost. LPA shall reimburse State for all costs associated with the performance of this work.

SECTION 21. NOT A WAIVER OF IMMUNITY. The parties intend that, to the maximum extent permitted by law, this agreement shall not be interpreted as a waiver of the defense of governmental immunity, including those exceptions listed in the Political Subdivisions Tort Claims Act (Neb. Rev. Stat. §13-910) or the State Tort Claims Act (Neb. Rev. Stat. §81-8,219).

SECTION 22. ENTIRE AGREEMENT This Agreement, the Federal Aid Project Program Agreement and Supplements thereto, and any permit to occupy State Right-of-Way constitutes the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than contained in these instruments, and these instruments supersede all other communications, representations, or other agreements or contracts, either oral or written hereto.

Project No. ENH-79(42)
Control No. 51512
SCOTTSBLUFF VALLEY PATHWAY NORTH

Agreement No. BM1629

Page 9

IN WITNESS WHEREOF, the parties hereby execute this agreement pursuant to lawful authority as of the dates signed by each party.

EXECUTED by LPA this _____ day of _____, 2016.

WITNESS:
Cindy Dickinson

CITY OF SCOTTSBLUFF
Randy Meininger

City Clerk

Mayor

EXECUTED by the State this _____ day of _____, 2016.

STATE OF NEBRASKA
DEPARTMENT OF ROADS
Michael H. Owen, P.E.

Roadway Design Engineer

RECOMMENDED:

District Engineer

Project No. ENH-79(42)
Control No. 51512
SCOTTSBLUFF VALLEY PATHWAY NORTH

Agreement No. BM1629

Page 10

SCOTTSBLUFF MONUMENT
VALLEY PATHWAY NORTH
SCOTTSBLUFF
SCOTTS BLUFF COUNTY

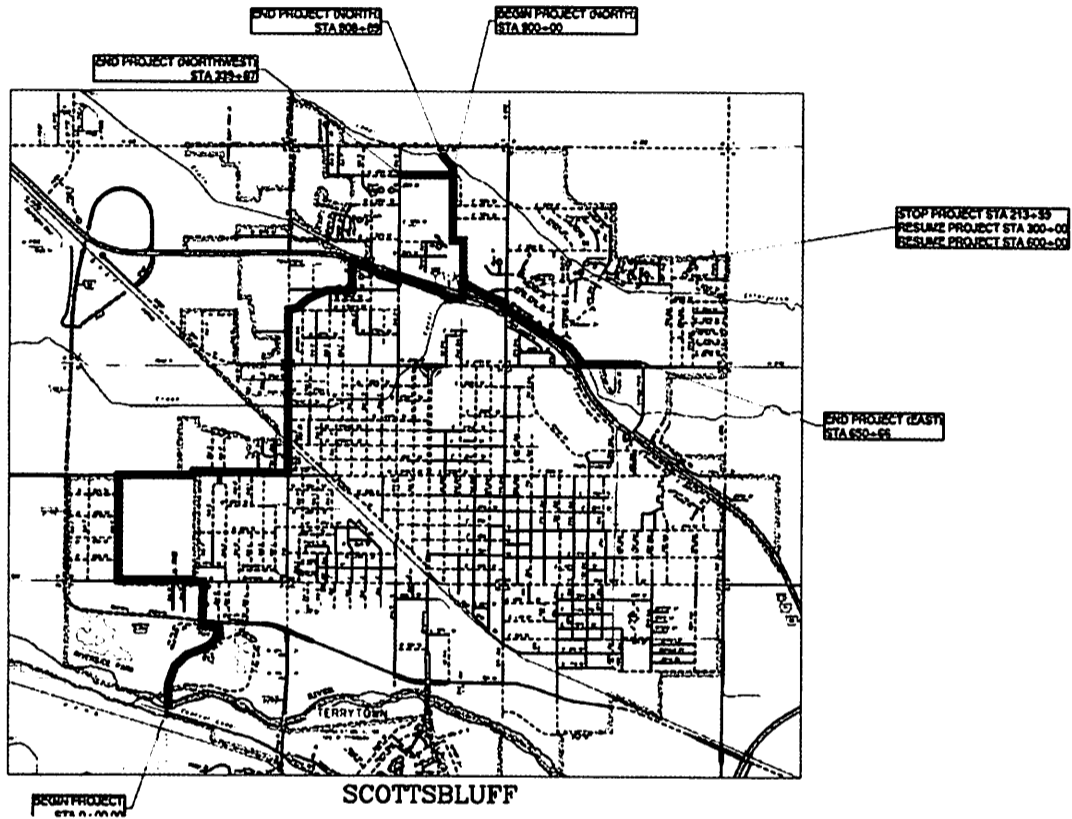


EXHIBIT "A"

INSURANCE REQUIREMENTS FOR TRAILS ON STATE PROPERTY

Trail Owner agrees to:

- (1) Make a detailed review of its existing insurance coverage,
- (2) Compare that coverage to Trail Owner's duties under this Agreement to construct, operate, maintain, inspect, repair and reconstruct a trail on State highway right-of-way,
- (3) Obtain the insurance coverage that it deems necessary to fully protect Trail Owner from loss associated with the Trail Owner's duties. Also, Trail Owner shall have at a minimum the insurance described below:

General Liability –

Limits of at least:

\$ 2,000,000 Per Occurrence

\$ 4,000,000 General Aggregate

\$ 2,000,000 Completed Operations Aggregate (if applicable)

\$ 1,000,000 Personal/Advertising Injury

- Trail Owner shall be responsible for the payment of any deductibles.
- Coverage shall be provided by a standard form Commercial General Liability Policy covering bodily injury, property damage including loss of use, and personal injury.
- General Aggregate to apply only to the subject trail.
- The State of Nebraska, Department of Roads, shall be named as Additional Insured on a primary and non-contributory basis including completed operations (the completed work/product) for three (3) years after the work/product is complete.
- Trail Owner agrees to waive its rights of recovery against the State. Waiver of Subrogation in favor of the State shall be added to, or included in, the policy.
- Contractual liability coverage shall be on a broad form basis and shall not be amended by any limiting endorsements.
- If any part of Trail is located near a railroad track, the 50' railroad right of way exclusion must be deleted.
- In the event that this contract provides for Trail Owner to construct, reconstruct or produce a completed product, products and completed operations coverage in the amount provided above shall be maintained for the duration of the work, and shall be

EXHIBIT "C"

- further maintained for a minimum period of five years after final acceptance and payment.
- Policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from products and completed operations (as per standard CG0001 Pollution Exclusion or equivalent). (If the standard pollution exclusion as provided by CG0001 has been amended, please refer to the following section entitled "Pollution Coverage.")
- Pollution Coverage –
- In the event that the standard pollution exclusion as provided by CG0001 has been amended, coverage may be substituted with a separate Pollution Liability policy that includes pollution coverage in the amount of \$1.0 million per occurrence or claim and \$1.0 million aggregate. If coverage is provided by a "claims made" form, coverage will be maintained for three years after project completion. Any applicable deductible is the responsibility of the Trail Owner.

Automobile Liability –

- Limits of at least: \$ 1,000,000 CSL Per Accident
- Coverage shall apply to all Owned, Hired, and Non-Owned Autos.

Workers' Compensation –

- Limits: Statutory coverage for the State where the project is located.
- Employer's Liability limits: \$100,000 Each Accident
- \$100,000 Disease – Per Person
- \$500,000 Disease – Policy Limit

- Trail Owner agrees to waive its rights of recovery against the State. Waiver of Subrogation in favor of the State of Nebraska, Department of Roads shall be added to, or included in, the policy

Umbrella/Excess –

- Limits of at least: \$1,000,000 Per Occurrence and Annual Aggregate
- Policy shall provide liability coverage in excess of the specified Employers Liability, Commercial General Liability and Auto Liability.
- The State of Nebraska, Department of Roads, shall be an "Additional Insured".
- Trail Owner agrees to waive its rights of recovery against the State. Waiver of subrogation in favor of the State of Nebraska, Department of Roads shall be provided.

- Any insurance policy shall be written by a reputable insurance company acceptable to the State or with a current Best's Insurance Guide Rating of A – and Class VII or better, and authorized to do business in Nebraska.
- Evidence of such insurance coverage in effect shall be provided to the State in the form of an Accord certificate of insurance executed by a licensed representative of the participating insurer(s), to be issued at least annually.
- For so long as insurance coverage is required under this agreement, the Trail Owner shall have a duty to notify the State when the Trail Owner knows, or has reason to believe, that any insurance coverage required under this agreement will lapse, or may be canceled or terminated. The Trail Owner must forward any pertinent notice of cancellation or termination to the State, at the address listed below by mail (return receipt requested), hand-delivery or facsimile transmission within 2 business days of receipt by Trail Owner of any such notice from an insurance carrier. Notice shall be sent to:
 Nebraska Department of Roads
 Construction Division – Insurance Section
 1500 Highway 2, P. O. Box 94759
 Lincoln, NE 68509-4759
 Facsimile No. 402-479-4854
- Failure of the owner or any other party to review, approve, and/or reject a certificate of insurance in whole or in part does not waive the requirements of this agreement.
- The Limits of Coverage's set forth in this document are suggested minimum limits of coverage. The suggested limits of coverage shall not be construed to be a limitation of the liability on the part of the Trail Owner or any of its subcontractors/ter subcontractors. The carrying of insurance described shall in no way be interpreted as relieving the Trail Owner or its subcontractors, or tier subcontractors of any responsibility or liability under the contract.
- If there is a discrepancy of coverage between this document and any other insurance specification applicable to this work or contract, the greater limit or coverage requirement shall prevail.

RESOLUTION
SIGNING OF THE PROJECT TRAIL AGREEMENT

City of Scottsbluff

Resolution No. _____

Whereas: City of Scottsbluff is developing a transportation project for which it would like to obtain Federal funds;

Whereas: City of Scottsbluff understands that it must strictly follow all Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of the Federal-aid project; and

Whereas: City of Scottsbluff and Nebraska Department of Roads (NDOR) wish to enter into a new Project Trail Agreement setting out the various duties and funding responsibilities for the Federal-aid project.

Be It Resolved: by the City Council of the City of Scottsbluff that:

Randy Meininger, Mayor of the City of Scottsbluff, is hereby authorized to sign the attached Project Trail Agreement between the City of Scottsbluff and the NDOR.

City of Scottsbluff is committed to providing local funds for the project as required by the Project Program Agreement.

NDOR Project Number: ENH-79(42)

NDOR Control Number: 51512

NDOR Project Name: Scottsbluff Valley Pathway North

Adopted this _____ day of _____, 2016 at _____ Nebraska.
(Month) (Year)

The City Council of the City of Scottsbluff

Board/Council Member _____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call: _____ Yes _____ No _____ Abstained _____ Absent
Resolution adopted, signed and billed as adopted

Attest:

Signature City Clerk

EXHIBIT "B"

City of Scottsbluff, Nebraska

Tuesday, September 6, 2016

Regular Meeting

Item Exec1

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

Staff Contact: City Council