

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

**Regular Meeting**  
**October 3, 2016**  
**6:00 PM**

1. Roll Call
2. Pledge of Allegiance.
3. **For public information, a copy of the Nebraska Open Meetings Act is available for review.**
4. Notice of changes in the agenda by the city clerk (Additions may not be made to this agenda less than 24 hours before the beginning of the meeting unless added under Item 5 of this agenda.)
5. Citizens with business not scheduled on the agenda (As required by state law, no matter may be considered under this item unless council determines that the matter requires emergency action.)
6. Consent Calendar (Items in the consent calendar are proposed for adoption by one action for all items unless any member of the council requests that an item be considered separately.):
  - a) Approve the minutes from the September 19, 2016 Regular Meeting.
  - b) Approve the absence of Scott Shaver from the September 19, 2016 Regular Meeting.
  - c) Set a public hearing for October 17, 2016, 6:05 p.m. to consider the Class C Liquor License application for Blackstone Spirits LLC dba Kelley's Liquor, 817 West 27th St., Scottsbluff, NE.
  - d) Council to approve bid specifications for a new sanitation vehicle and authorize the city clerk to advertise for bids to be received by October 24, 2016 at 1:00 p.m. local time.
  - e) Approve the City Manager's appointment of Kim Kuster-Dale to the Park, Cemetery and Tree board.
7. Claims:
  - a) Regular claims
8. Public Hearings:
  - a) Council to conduct a public hearing at 6:05 p.m. to determine if the East Overland Corridor should be declared substandard and blighted.
9. Petitions, Communications, Public Input:
  - a) Council to consider a Community Festival Permit for SHOTS on the 1700 block of Broadway and 18th Street between Broadway and Avenue A, including street

closures for a car show on October 15, 2016, from 2:00 p.m. to 8:00 p.m.

- b) Council to receive a report from Keep Scottsbluff Gering Beautiful, consider renewal of the Storm Water Program Agreement and authorize the Mayor to execute the Agreement.
  - c) Council to receive a report from Panhandle Area Development District, consider renewal of the Support Agreement and authorize the Mayor to execute the Agreement.
  - d) Council to receive a report from Monument Prevention Coalition, consider renewal of the Support Agreement and authorize the Mayor to execute the agreement.
  - e) Council to receive a report from Martin Mickey, representing the Riverside Discovery Center.
  - f) Council to consider the eCenter Agreement with Twin Cities Development and authorize the Mayor to execute the Agreement.
10. Reports from Staff, Boards & Commissions:
- a) Council to consider an agreement with Nebraska Public Power District to purchase property (approximately .34 acres) to be used for the Solar Array Project and authorize the Mayor to execute the agreement.
  - b) Council to consider authorizing expenditure from the Landfill Fund for the purchase of a Landfill Excavator; cost split between Scottsbluff and Gering.
  - c) Council to authorize the Mayor to execute the Release of Lien for Special Assessments for Paving District No. 308 and Water District No. 102.
11. Resolution & Ordinances:
- a) Council to consider an agreement with the Nebraska Department of Roads for preliminary engineering services with M.C. Schaff and Associates for the Monument Valley Pathway and approve the Resolution.
  - b) Council to consider an Ordinance providing for a new 1 ½% restaurant occupation tax, effective January 1, 2017 (third reading).
  - c) Council to consider an Ordinance allowing for Tiny Home Communities as a Planned Unit Development (second reading).
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**

**Monday, October 3, 2016**

**Regular Meeting**

## **Item Consent1**

**Approve the minutes from the September 19, 2016 Regular Meeting.**

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

The Scottsbluff City Council met in a regular meeting on Monday, September 19, 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 September 16, 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 September 16, 2016. An agenda kept continuously current was available for public inspection at the office of the City Clerk at all times from publication of the notice to the time of the meeting.

Mayor Randy Meininger presided and Deputy City Clerk Burbach recorded the proceedings. The Pledge of Allegiance was recited. Mayor Meininger welcomed everyone in attendance and encouraged all citizens to participate in the council meeting asking those wishing to speak to come to the microphone and state their name and address for the record. Mayor Meininger informed those in attendance that a copy of the Nebraska open meetings act is posted in the back of the room on the west wall for the public's review. The following Council Members were present: Randy Meininger, Raymond Gonzales, Jordan Colwell and Mark McCarthy. Absent: Scott Shaver. Also present was City Attorney Howard Olsen. Mayor Meininger asked if there were any changes to the agenda. Deputy City Clerk Burbach stated that there was one change to item 10a; to remove the wording "and approve the Resolution", as there is no resolution. Moved by Mayor Meininger, seconded by Council Member Gonzales, "to change item 10a to read: Council to award the bid for warrants based on quotes for interest rates for the period 10-01-2016 through 09-30-2017," "YEAS", Colwell, Meininger, McCarthy and Gonzales, "NAYS", None. Absent: Shaver.

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 Mayor Meininger, seconded by Council Member McCarthy that,

1. "The minutes of the September 6, 2016 Regular Meeting be approved,"
2. "The absence of Mark McCarthy from the August 29, 2016 Regular Meeting be approved,"
3. "A public hearing be set for October 3, 2016 at 6:05 p.m. to determine if the East Overland Corridor should be declared substandard and blighted,"
4. "The City Manager's appointments to various boards and commissions be approved,"
5. "Bid specifications for a new or demonstrator medium duty rescue apparatus be approved and authorize the city clerk to advertise for bids to be received by October 28, 2016 at 2:00 p.m.," "YEAS", Gonzales, Colwell, Meininger and McCarthy "NAYS", None. Absent: Shaver.

Moved by Council Member Gonzales, seconded by Council Member Colwell, "that the following claims be and hereby are approved and should be paid as provided by law out of the respective funds designated in the list of claims dated September 19, 2016, as on file with the City Clerk and submitted to the City Council," "YEAS", Meininger, McCarthy, Gonzales and Colwell, "NAYS", None. Absent: Shaver.

## CLAIMS

ACCELERATED RECEIVABLES SOLUTIONS,WAGE ATTACHMENT,149.12; ACTION COMMUNICATIONS INC.,VEHICLE MTNC,995.73; AHLERS BAKING INC,DEPT SUPPL,41.97; ALLO COMMUNICATIONS,LLC,LOCAL TELEPHONE CHARGES,4673.63; ASSURITY LIFE INSURANCE CO,LIFE INSURANCE,34.36; AUTOZONE STORES, INC,VEH MAINT,8.79; B & H INVESTMENTS, INC,DEP. SUP.,56.5; BLUFFS SANITARY SUPPLY INC.,JAN SUP - LIBRARY, 487; CAPITAL BUSINESS SYSTEMS INC.,CONT. SVCS.,366.55; CARLSON, DEBRA, DVDS REIMB.,390.14; CASTILLO P RICHARD,CONTRACTUAL,252; CELLCO PARTNERSHIP,CELL PHONE,148.75; CEMENTER'S INC,DEPT SUP,76.24; CITIBANK N.A.,DEPT SUPPL,1002.09; CITIBANK, N.A.,DEPT SUPP,500.74; CITY OF GERING,DISPOSAL FEES,47045.28; CITY OF SCB,POSTAGE,19.14; CONSOLIDATED MANAGEMENT COMPANY,SCHOOLS & CONF,165.06; COPIER CONNECTION,DEPT SUP & MNTNCE,152.8; CREDIT BUREAU OF COUNCIL BLUFFS,EMPLOYMENT SCREEN,9.5; CYNTHIA GREEN,DEP. SUP.,101.5; DALE'S TIRE & RETREADING, INC.,EQUP MAINT,27.18; DEPARTMENT OF HEALTH AND HUMAN SERVICES, ANNUAL LAB FEES,150; DILLMAN NANCY,DEP SUP - LIBRARY,52.37; DOOLEY OIL INC,HEAT TRANSFER OIL FOR TRANS.,850.61; FASTENAL COMPANY,DEPT SUP,10.86; FEDERAL EXPRESS CORPORATION,POSTAGE,165.28; FIRST STATE BANK,WARRANT PAYDOWN,198174.77; FLOYD'S TRUCK CENTER, INC,VEHICLE MTNC,1047.83; FRONT RANGE FIRE APPARATUS LTD,T-1 SUPPLIES,86.33; GENERAL ELECTRIC CAPITAL CORPORATION,DVDS,1221.53; GRAY TELEVISION GROUP INC,CONTRACTUAL SVC,695; H D SUPPLY WATERWORKS LTD,DEPT SUP,4828.22; HAWKINS, INC.,CHEMICALS,2403.9; HEILBRUN'S INC.,POWER LUBER - GREASE GUN,1068.62; HYDRONIC WATER MANAGEMENT,EQUIP MAIN.,425; IDEAL LAUNDRY AND CLEANERS, INC.,JANITORIAL SUPP,961.75; INDEPENDENT PLUMBING AND HEATING, INC,GROUND MAINT,60.57; INGRAM LIBRARY SERVICES INC,BKS,599.95; INTERNAL REVENUE SERVICE, WITHHOLDINGS,63978.14; INT'L INST OF MUNC CLKS,MEMBERSHIP-DICKINSON,155; INTRALINKS, INC,CONTRACT SERVICES,1725; JEROLD E. HIGEL,TRAFFIC SIGNAL & CONTROLLER SERVICE,450; JOHN DEERE FINANCIAL,GROUNDS MAINT,23.97; JOHN DEERE FINANCIAL,EQUP MAINT,10.44; KOIS BROTHERS EQUIPMENT CO INC,ELECT. MOTOR FOR SANDER,603.71; KRIZ-DAVIS COMPANY,SUPP - STEP LADDER FOR CENTRAL GARAGE,125; LEADERSHIP SCOTTS BLUFF INC,CLASS TUITION - NOELLE THOMPSON,500; LEXISNEXIS RISK DATA MANAGEMENT,CONSULTING,100; M.C. SCHAFF & ASSOCIATES, INC,STRUCTURES,6360; MACOMBER DANIEL,LEGAL,23.24; MADISON NATIONAL LIFE, LIFE INSURANCE, 1865.95; MAREZ FRANCISCO, CONTRACTUAL, 357; MARGARET KRAISINGER, BKS,55; MATHESON TRI-GAS INC,RENT MACHINES,46.67; MATTHEW M. HUTT, CONTRACT SERVICES,450; MENARDS, INC,DEPT SUPP,867.59; MIDLANDS NEWSPAPERS, INC,LEGAL PUB,19.09; MONUMENT PREVENTION COALITION, CONTRACTUAL, 1879.88; NATIONAL FIRE PROTECTION ASSOCIATON,ANNUAL NFPA MEMBERSHIP, 175; NE CHILD SUPPORT PAYMENT CENTER, NE CHILD SUPPORT PYBLE, 1237.93; NE DEPT OF REVENUE,AUGUST SALES TAX,60779.87; NEBRASKA INTERACTIVE,

LLC,ANNUAL SUBSCRIPTION FEE,50; NEBRASKA PUBLIC POWER DISTRICT, ELECTRIC, 46347.74; NELSON TRENT,SUPP - HARM. BAL & PULLER FOR CENTRAL GARAGE,358.9; NEOPOST, PSTGE, 857.04; NETWORKFLEET, INC,GPS SERVICE,18.95; NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF,DEPT SUP, 392.67; OCLC ONLINE COMPUTER LIBRARY CENTER, INC,CONT. SVCS.,339.44; OREGON TRAIL PLUMBING, HEATING & COOLING INC,GROUND MAINT,335; PANHANDLE ENVIRONMENTAL SERVICES INC,CONTRACTUAL SVC, 54; PAUL REED CONSTRUCTION & SUPPLY, INC, CONTRACTUAL SVC, 4560; PENNWELL CORPORATION,FIRE ENGINEERING SUBSCRIPTION, 29; PLATTE VALLEY BANK, HEALTH SAVINGS, 13607.71; POSTMASTER,POSTAGE,865.58; POWERPLAN,EQUIP MTNC,3487.17; QUILL CORPORATION, DEPT SUPP, 384.39; REGANIS AUTO CENTER, INC, VEH MAINT, 15.36; REGION I OFFICE OF HUMAN DEVELOPMENT,CONTRACTUAL SERVICES, 825; REGIONAL CARE INC,CLAIMS, 40103.58; REGISTER OF DEEDS,LEGAL,10; ROBERTA J BOYD, REIMB., 6.29; S M E C, EMPLOYEE DEDUCTIONS, 233.5; SAFETYLINE CONSULTANTS, INC,DEPT SUPPL,59; SCB COUNTY, DEPT CNTRCL SRVCS,210; SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES, 180; SCOTTS BLUFF COUNTY COURT,LEGAL,306; SCOTTSBLUFF BODY & PAINT, TOW SERVICE,1360; SCOTTSBLUFF POLICE OFFICERS ASSOCIATION,POLICE EE DUES,528; SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC,UNIFORMS,544; SIMMONS OLSEN LAW FIRM, P.C.,CONTRACTUAL SERVICES, 12512.29; SIMON CONTRACTORS,CONCRETE FOR STREET REPAIR,6261.5; SNELL SERVICES INC.,BLDG MAIN., 300; STATE FIRE MARSHALL,CERTIFICATON TESTING FOR 12 STAFF, 1800; TEXAS PNEUDRAULIC INC,VEHICLE MTNC,154.66; THOMAS P MILLER & ASSOCIATES, LLC,PROFESSIONAL SERVICES,8333.33; TRANS IOWA EQUIPMENT LLC,ELEV. CHAIN FOR SWEEPER,1687.89; TWIN CITIES DEVELOPMENT ASSOC, INC,SERVICE AGREEMENT,12849.62; TWIN CITY AUTO, INC,VEH MAINT,67.29; UNIQUE MANAGEMENT SERVICES, INC,CONT. SVCS.,241.65; UNITED STATES WELDING, INC,ARGON GAS FOR CENTRAL GARAGE,77.13; UNITED WAY OF WESTERN NEBRASKA, SCHOOL & CONF,10; UPSTART ENTERPRISES, LLC,DEPT SUPP,10; US BANK,DEPT SUPPL, 854.43; VAN DIEST SUPPLY COMPANY, MOSQUITO SPRAY, 681.5; VANTAGEPOINT TRANSFER AGENTS-300793,DEF COMP,945; VANTAGEPOINT TRANSFER AGENTS-705437, ROTH IRA,530; W & R INC,STRUCTURES,6235.96; WEGELIN RICHARD,TREE REBATE,109.98; WELLS FARGO BANK, N.A.,RETIREMENT,31011.25; WESTERN COOPRTATIVE COMPANY, GROUND MAINT,38.24; WESTERN NEBRASKA HUMAN RESOURCE MANAGEMENT, MEMBERSHIP DUES,45; WESTERN PATHOLOGY CONSULTANTS, INC,RANDOM DOT TESTS - AUG. 2016,51; YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE,YMCA EE, 1710.75; ZUNIGA VAL,CAMPGROUND,225; REFUNDS: VANESSA NORDIEGA 6.39; MONICA CHANDLER 47.24; JAZMIN PERALES 38.51; ELIZABETH WALTON 19.89; JULIE BASZLER 6.29; EAST FAIR LLC 6.29.

Moved by Council Member Gonzales, seconded by Council Member McCarthy, "to approve the request for payment of outstanding warrant principal and interest at First State Bank and approve

Resolution No. 16-09-04,” “YEAS”, McCarthy, Gonzales, Colwell and Meininger, “NAYS”, None.  
Absent: Shaver.

**RESOLUTION NO. 16-09-04**

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

That the claim of First State Bank in the amount of \$38,424.21 to pay warrant interest to 9-30-16 for the Cirrus House TIF Project, is approved and the city clerk is authorized to issue warrants for the payment of such claims.

That the claim of First State Bank in the amount of \$12,670.62, to payoff outstanding warrant principal to 9-30-16 for the Paving District #306, is approved and the city clerk is authorized to issue warrants for the payment of such claims.

That the claim of First State Bank in the amount of \$291,894.05, to payoff outstanding warrant principal and \$2,139.59 to pay warrant interest to 9-30-16 for the Paving District #311, is approved and the city clerk is authorized to issue warrants for the payment of such claims.

That the claim of First State Bank in the amount of \$916,830.20, to payoff outstanding warrant principal and \$6,478.28 to pay warrant interest to 9-30-16 for the Paving District #312, is approved and the city clerk is authorized to issue warrants for the payment of such claims.

That the claim of First State Bank in the amount of \$10,502.50, to payoff outstanding warrant principal and \$23.44 to pay warrant interest to 9-30-16 for the Paving District #313, is approved and the city clerk is authorized to issue warrants for the payment of such claims.

That the claim of First State Bank in the amount of \$5,308.17 to pay warrant interest to 9-30-16 for the Sewer District #164, is approved and the city clerk is authorized to issue warrants for the payment of such claims.

That the claim of First State Bank in the amount of \$5,949.74, to payoff outstanding warrant principal and \$9,322.58 to pay warrant interest to 9-30-16 for the Water District #99, is approved and the city clerk is authorized to issue warrants for the payment of such claims.

That the claim of First State Bank in the amount of \$75,191.95, to payoff outstanding warrant principal and \$687.57 to pay warrant interest to 9-30-16 for the Water District #105, is approved and the city clerk is authorized to issue warrants for the payment of such claims.

Passed and approved this 19th day of September, 2016.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk  
"seal"



Council reviewed the August 2016 Financial Report. Council Member Colwell inquired about the Sales tax numbers and City Manager Johnson reported that they remain flat.

Murphy Forner, Vice President of Ground Operations and Dave Hall, Chief Operating Officer of PenAir, gave the Council a presentation about the history of the company and the air service that they will be providing to Western Nebraska Regional Airport. PenAir will have a manager here in Scottsbluff and expect this manager, along with themselves to make their presence known and to be involved in the community. They intend to bring a better quality service that is reliable to the area and will be doing some marketing specials to entice people to fly with them.

Ron Starzec, Nebraska Public Power District (NPPD), Land Management Appraiser gave the Council a presentation on the Stegall-Scottsbluff 115kV Transmission Line Project. Jedd Fischer of NPPD was unable to be present. The project will enhance the reliability of service for the entire Nebraska Panhandle and reduce voltage problems. The construction of this line covers mostly rural areas of pasture and grassland and some tillable and row crop land. It does cover commercial land once it comes into the cities. NPPD is committed to working safely and to being respectful to landowners and any agencies that they are working with. Construction will begin this month and is projected to be completed by June 2017.

City Manager Johnson informed the council that they would find in their agenda packets the modified (red-lined) version of the Fee for Services Agreement and also the Support Agreement for eCenter for the next fiscal year from Twin Cities Development (TCD). There are no changes to the eCenter agreement and staff recommends council to approve the eCenter agreement. Sean Overeynder, Community Development Director of Twin Cities Development presented to the council the Fiscal Year End Report, 2015-2016, Fee for Service and also the E-Center agreement. Sean stated that this has been a year of foundation building with TCD and the region. They have visited 39 businesses total within the region of which 20 visits were within Scottsbluff to discuss business retention and expansion. They have done Community Tours for businesses who are trying to attract employees and businesses to the area. They have also compiled a Development Packet for businesses looking to locate within the area, and a Profile Kit consisting of regional information that includes education, taxes, utilities, healthcare, transportation and demographics. They have been working with TPMA throughout the year to create marketing documents to attract industry and also strengthen the workforce through talent attraction. The eCenter currently has six tenants. They typically are in the eCenter two to three years. Council Member Colwell asked City Manager Johnson to explain the eCenter agreement. Mr. Johnson stated that the current agreement is capped at \$60,000.00 and those fees are directly related to the city's LB840 account and they must be a qualifying business in order for TCD to accept any funds. The contract pays \$1000.00 per business/company per month and to date the city has paid \$51,000.00 to TCD.

Mr. Johnson stated that the new contract TCD is proposing for Fees for Service is capped at \$90,000.00. Mayor Meininger stated that he had concerns over the language in Section 3, Additional Fee for Services: subsection 2, locking in TPMA as the company in the contract for Lead Generation Consulting Services. Mr. Johnson stated that he also had concerns with that, and stating a specific amount of money. Mr. Johnson stated that if we are thinking about regionalism we need to follow Omaha's model for regionalism and not just talk about it, but actually do it. That includes coming up with materials not just for the City of Scottsbluff, but for all the other communities in the Panhandle, such as WNED. Also, we need to focus on having a process in place so when we get a site selector approach us, we have a process to follow with guidelines to give the information they are requesting and ultimately be on their short list. City Attorney Olsen stated that if the council decides that Lead Generation Consulting Services is an important category, you likely shouldn't restrict it to TPMA. Mayor Meininger felt that this part of the contract was too restricting and should be changed.

Mr. Johnson stated that the current contract states that TCD needs to do a minimum of 35 visits per year to maintain the Certified Community Status with the Department of Economic Development and

in the presentation TCD stated they had only done 20 visits this year. They will need to come up with 15 more visits by the end of the month. Mr. Overeynder stated that they are still working on the remaining 15 visits for Scottsbluff.

Mr. Johnson stated that the other concern he had is that he would like TCD to take over all the marketing efforts, so that a consistent message is given.

Council Member Gonzales stated that during the budget workshop, the City Council agreed that the City would hire an Economic Development Director, and questioned whether some of the services in the contract could be done by this new hire. If so, we want to make sure that we don't have a duplication of services between the Economic Development Director and TCD. Mayor Meininger asked how long it would take to get an Economic Development Director hired. Mr. Johnson stated that the LB 840 committee has endorsed the position, but have asked for information on how it will affect the LB 840 budget. Mr. Johnson hopes to meet with the LB840 committee by the end of next month and have them reaffirm the endorsement for the position and then solicit applications. The goal is to have someone in place, in City Hall, January 1, 2017. Mr. Johnson wants this person to work hand in hand with the LB840 Application Review committee and TCD to actively get LB 840 money out in the community. City Attorney Olsen stated in regards to the TCD contract, we may need to have an early out clause for things that can be done by the new employee.

Mayor Meininger stated that the council will refer the contracts back to the City Manager to negotiate with TCD, to include an out clause, to eliminate any duplication of services with the start date of January 1<sup>st</sup> for the new city employee, and then have council review for approval. The eCenter agreement needs to have the dates updated for the new fiscal year and bring it back to council.

City Manager Johnson presented the bids for warrants based on the following quotes: First National Bank 2.03%; First State Bank 1.17%; Platte Valley Bank 1.49%; and Western States Bank 2.00%. Moved by Mayor Meininger, seconded by Council Member McCarthy, "to award the bid for warrants to First State Bank in the amount of 1.17%," "YEAS", McCarthy, Gonzales, Colwell and Meininger, "NAYS", None. Absent: Shaver.

City Manager Johnson presented the bids for Paving District #313, Ave G. Bids were received from Eric Reichert Insulation and Construction in the amount of \$126,237.00 and Infinity Construction in the amount of \$123,793.00. The engineer's estimate for this project is \$185,569.00. Mr. Johnson explained that staff is recommending awarding the bid to Infinity Construction as the best and lowest bid for this project. Moved by Mayor Meininger, seconded by Council Member Gonzales "to award the bid for the Paving District #313, Ave G , to Infinity Construction in the amount of \$123,793.00 as the best and lowest bid," "YEAS", Gonzales, Colwell, Meininger and McCarthy, "NAYS", None. Absent: Shaver.

Council introduced Ordinance No. 4197 which was read by title on third 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.** Moved by Mayor Meininger, seconded by Council Member Colwell, "to adopt Ordinance No. 4197, FY 2016-2017 Budget," "YEAS", Colwell, Meininger, McCarthy and Gonzales, "NAYS", None. Absent: Shaver.

Council introduced the Ordinance providing for a new 1 ½% restaurant occupation tax, effective January 1, 2017 which was read by title on second reading: **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.**

Dave Thiele, owner of Godfather's Pizza addressed the council to voice his objections to the one and a half percent restaurant tax that the council is considering. Thiele stated that he has been able to hold prices for three years even with additional labor costs. He also stated that he has not raised prices, but now he has the council doing it for him. He explained that in the primary election voters turned down an additional sales tax to pay for infrastructure needs and if the council approves this tax they will be circumventing the will of the voters by back dooring this tax that does not require voter approval and is targeted to just one sector of the business community.

City Manager Johnson informed the council that there have been several inquiries about tiny homes and in an effort to be pro-active we are looking at amending the City codes to address this matter. Current code has the minimum residential home size of 700 square feet. A tiny home would be defined as between 200 and 700 square feet and needs to be on a permanent foundation with water and sewer service in a Planned Unit Development. Each Planned Unit Development would have to be a minimum of three acres, with the exception that a smaller area may be approved if it is a redevelopment and meets the overall intent of the code. This is to allow existing mobile home parks or other areas to be repurposed as tiny home communities if appropriate.

Mayor Meininger introduced the Ordinance allowing for Tiny Home Communities as a Planned Unit Development, which was read by title on first reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA AMENDING CHAPTER 25 ARTICLE 7 RELATING TO PLANNED UNIT DEVELOPMENTS PROVIDING FOR AN ADDITIONAL SECTION RELATING TO A TINY HOME COMMUNITY PLANNED UNIT DEVELOPMENTS, PROVIDING FOR PUBLICATION IN PAMPHLET FORM AND FOR AN EFFECTIVE DATE.**

City Manager Johnson stated that in another effort to be pro-active, he presented an Ordinance that would define and provide for Microbreweries, Brew Pubs and Breweries in the zoning codes. This would allow for these entities in the city. A brewery produces over 10,000 barrels a year, and a microbrewery produces under 10,000 barrels a year. A brew pub is a business such as a restaurant or hotel that also brews its own beer on site. A brew pub is proposed as a permitted use in C-1, C-2, C-3, M-1 and M-2 zoning districts. A microbrewery is proposed as a Special Permit Use in C-1 and C-2 zones and would be a permitted use in C-3, M-1 and M-2 zoning districts. A brewery is proposed as a permitted use in C-3, M-1 and M-2 zones. Staff is recommending the passage of this ordinance and requested that the three readings be waived. The Planning Commission recommends approval of this ordinance. Mayor Meininger then asked the members of the CRA who were present what their opinion was. Bill Trumbull stated that it was good to be pro-active in the event one of the above entities wants to come into the community.

Mayor Meininger introduced Ordinance No. 4198 defining Microbreweries, Brew Pubs, and Breweries and providing for them in the zoning code. which was read by title on first reading: **AN ORDINANCE FOR THE CITY OF SCOTTSBLUFF, NEBRASKA, AMENDING ARTICLE 2, CHAPTER 25 OF THE MUNICIPAL CODE BY INCLUDING DEFINITIONS FOR A BREW PUB, BREWERY, CRAFT BREWERY AND MICRO BREWERY, AND AMENDING ARTICLE 3 OF CHAPTER 25 BY INCLUDING THOSE FACILITIES AS A PERMITTED USE IN ZONING DISTRICTS WITHIN THE CITY, REPEALING ALL PRIOR ORDINANCES AND PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.**

Mayor Meininger asked City Manager Johnson to explain why staff wanted the three readings waived. Mr. Johnson explained that city staff has been working extensively with such an entity and feels this would help the chances of this type of business, coming to Scottsbluff. Moved by Mayor Meininger, seconded by Council Member Colwell, "that the statutory rule requiring the Ordinance to be read by title on three different days be suspended," "YEAS", Meininger, McCarthy, Gonzales and Colwell, "NAYS", None. Absent: Shaver.

Moved by Mayor Meininger, seconded by Council Member McCarthy, “to approve Ordinance No. 4198, defining Microbreweries, Brew Pubs, and Breweries and providing for them in the zoning code,” “YEAS”, McCarthy, Gonzales, Colwell and Meininger, “NAYS”, None. Absent: Shaver.

Under Council reports, Mayor Meininger will attend the Senior Center meeting tomorrow and the 911 Advisory Group will also meet this week. Council Member Gonzales reported PADD met last week. PADD will be moving their offices from the TCD building to the Chamber offices January 1, 2017.

Moved by Council Member McCarthy, seconded by Council Member Colwell, “to adjourn the meeting at 7:15 p.m.,” “YEAS”, McCarthy, Gonzales, Colwell and Meininger, “NAYS”, None. Absent: Shaver.

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Mayor

Attest:

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Deputy City Clerk

“SEAL”

# **City of Scottsbluff, Nebraska**

**Monday, October 3, 2016**

**Regular Meeting**

## **Item Consent2**

**Approve the absence of Scott Shaver from the September 19, 2016  
Regular Meeting.**

**Staff Contact: City Council**

# **City of Scottsbluff, Nebraska**

**Monday, October 3, 2016**

**Regular Meeting**

## **Item Consent3**

**Set a public hearing for October 17, 2016, 6:05 p.m. to consider the Class C Liquor License application for Blackstone Spirits LLC dba Kelley's Liquor, 817 West 27th St., Scottsbluff, NE.**

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

# **City of Scottsbluff, Nebraska**

**Monday, October 3, 2016**

**Regular Meeting**

## **Item Consent4**

**Council to approve bid specifications for a new sanitation vehicle and authorize the city clerk to advertise for bids to be received by October 24, 2016 at 1:00 p.m. local time.**

**Staff Contact: Anthony Harris, Environmental Services**

# Agenda Statement

Item No.

For Meeting of: October 3, 2016

**AGENDA TITLE:** Council to approve to advertise for bids for a new refuse truck.

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

**PRESENTATION BY:** City Manager Nathan Johnson

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

**BOARD/COMMISSION RECOMMENDATION:**

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

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### EXHIBITS

Resolution  Ordinance  Contract  Minutes  Plan/Map

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

**NOTIFICATION LIST:** Yes  No  Further Instructions

Please list names and addresses required for notification.

- Kois Brothers  
5200 Colorado Blvd.  
Commerce City, CO 80022
- Elliott Equipment  
4427 South 76<sup>th</sup> Circle  
Omaha, NE 68127
- Southwestern Equipment Company  
PO Drawer 219  
FM 1384 & Highway 156 North  
Justin, TX 76247
- Nebraska Environmental Products  
5360 Alvo Road  
Lincoln, NE 68514
- Floyd's Truck Center  
322 S Beltline Hwy East  
Scottsbluff, NE 69361

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

Rev: 11/15/12 City Clerk



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



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

**October 2016**

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

The City of Scottsbluff will receive sealed bids until 1:00 p.m., (Local Time) Monday October 24, 2016, at the City of Scottsbluff City Hall, Office of the City Clerk, 2525 Circle Drive, Scottsbluff, Nebraska 69361. All bids will be publicly opened and read aloud for furnishing a new Sanitation Vehicle complete with truck, cab, chassis, and Packer Compactor body on Monday October 24, 2016 at 1:00 p.m. (Local Time).

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

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

/s/Cindy Dickinson, City Clerk

Publish 3T:   October 7, 2016  
                  October 14, 2016  
                  October 21, 2016

One affidavit of publication requested

## **INFORMATION TO BIDDERS**

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

### **DEFINED TERMS**

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

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

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

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

### **COPIES OF BIDDING DOCUMENTS**

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

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

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

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

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

Examine the Contract Documents thoroughly,

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

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

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

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

Reference is made to the Supplementary Conditions for identification of:

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

### **INTERPRETATIONS AND ADDENDA**

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

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

### **SUBMISSION OF BIDS**

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

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

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

### **BID FORM**

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

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

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

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

All names must be typed or printed below the signature.

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

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

### **QUALIFICATIONS OF BIDDERS**

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

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

## **CONTRACT TIME**

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

## **LIQUIDATED DAMAGES**

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

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

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

## **SUBCONTRACTORS, SUPPLIERS AND OTHERS**

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

## **NOTIFICATION AND WITHDRAWAL OF BIDS**

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

## **OPENING OF BIDS**

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

## **AWARD OF CONTRACT**

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

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

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

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

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

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

### **SIGNING OF AGREEMENT**

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



## SUPPLEMENTARY CONDITIONS

### GENERAL

The General Conditions included herein are modified as follows:

### ARTICLE 4 - PAYMENTS TO CONTRACTOR AND COMPLETION

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

### ARTICLE 5 - BOND AND INSURANCE

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

### CONTRACTORS RESPONSIBILITY & FURNISHED ITEMS

Truck Chassis:

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

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

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

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

Packer Body:

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

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

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

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

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

**DELIVERY AND MANUFACTURER WARRANTY**

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

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

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

**POINTS OF CONTACT**

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

# CONTRACT INFORMATION

## BID FORM

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

| ADDENDUM<br>NUMBER(S) | DATED |
|-----------------------|-------|
|                       |       |
|                       |       |
|                       |       |

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

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

10. Other representation required by Laws and Regulations.

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

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

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

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

---

List – other completion/delivery date

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

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

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

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

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

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

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

**TRUCK, CAB & CHASSIS  
SANITATION VEHICLE**

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

1 each at:

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

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

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

List: Factory Authorized Parts & Service Center

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

**CONTACTS:**

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

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

**PACKER BODY & COMPACTOR**

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

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

**Packer Body & Compactor**

1 each at:

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

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

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

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

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

**GENERAL**

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

Details/Specified  
Unit Proposed  
By Bidder

**TRUCK, CAB MINIMUM SPECIFICATIONS**

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

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

**MINIMUM SPECIFICATIONS**

1. **OPERATING WEIGHT:**

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

**Axle ratings:**

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

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

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

2. **SUSPENSIONS:**

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

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

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

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

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

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



**Axle Related Items:**

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

3. **BRAKES:**

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

4. **TRANSMISSION:**

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

**POWER TRAIN**

5. **ENGINE:**

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

6. **ENGINE EQUIPMENT:**

- DELCO 12V 38MT HD starter with integrated Magnetic switch \_\_\_\_\_
- Air cleaner dry type \_\_\_\_\_
- Coolant filter/conditioner, fleet guard spin-on type \_\_\_\_\_
- Coolant recovery system \_\_\_\_\_
- Cooling system capacity heavy duty radiator \_\_\_\_\_
- Heavy duty radiator for hydraulic pump \_\_\_\_\_
- Engine block heater, 1,000 watt 115 volt \_\_\_\_\_
- Exhaust system single vertical exhaust System with muffler \_\_\_\_\_
- Clutch fan \_\_\_\_\_
- Fuel water separator filter \_\_\_\_\_
- Oil cooler, engine mounted disposable oil filter \_\_\_\_\_

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

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

13. **INSTRUMENT PANEL AND GAUGES:**

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

14. **CAMERAS:**

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

15. **OPERATOR ENVIRONMENT:**

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

16. **PAINTING:**

- Minimum one coat of primer and finish coat of white in color \_\_\_\_\_

- Frame standard black chassis paint \_\_\_\_\_
- Front and rear wheels paint - vendor white \_\_\_\_\_

17. **MISCELLANEOUS:**

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

18. **WARRANTY:**

- List manufacturers standard warranty \_\_\_\_\_
- Bidder shall attach copy of warranty \_\_\_\_\_
- Minimum two year basic vehicle warranty \_\_\_\_\_
- Two year unlimited warranty on engine \_\_\_\_\_
- Two year unlimited warranty on drive train components, transmission, drive axles (differential assemblies, axle shaft and axle housings), steering axles (beam, spindles, kingpins, bearings), and steering arms \_\_\_\_\_
- Two year unlimited cab structure and sheet metal (conventional hood) \_\_\_\_\_
- Five year unlimited warranty cab corrosion \_\_\_\_\_
- Five year unlimited warranty frame rails and cross members \_\_\_\_\_
- List optional warranties and cost \_\_\_\_\_
- Repairs must be made in the first two years with unlimited warranty and completed in no more than two (2) calendar days at no charge to customer \_\_\_\_\_
- Towing included for the 1<sup>st</sup> two (2) years \_\_\_\_\_

**SPECIFICATIONS  
PACKER BODY & COMPACTOR**

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

**GENERAL**

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

**MINIMUM SPECIFICATIONS:**

Details/Specified  
Unit Proposed  
by Bidder

1. **BODY CONSTRUCTION:**

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

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

2. **TAILGATE:**

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

3. **CONTAINER LOADER:**

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

4. **PACKING MECHANISM:**

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

5. **HYDRAULIC SYSTEM:**

- The hydraulic system should be composed of 2 vane pumps, one for body functions, and one for arm functions. Pumps have a common suction. Hydraulic pump model is Denison T6DC. D cartridge is for body function, C cartridge is for arm function. The hydraulic pressure body line shall be made up of Denison ECO system with a 12 volt DC in line mounted solenoid which diverts the flow back to the Inlet when the pump is not engaged and a flow control block which diverts excess flow back to the inlet. Body functions pump maxium flow is 30 gpm @ 700 rpm. Hydraulic system pressure relief for the body is 2500 psi and for the arm it is 2000 psi. \_\_\_\_\_
- An oil sight level gauge to permit visual determination Of the oil in the reservoir \_\_\_\_\_
- Hydraulic system shall be equipped with a hydraulic Oil filter on the return line inside on the top of the tank With a 100 wire mesh suction strainer \_\_\_\_\_
- There will be a high pressure in-line filter of 10 micron Capability in the pressure line ahead of the main control valve. The filter will be of the replaceable element type \_\_\_\_\_
- Hydraulic system will be equipped with a pressure detection device to ensure a maximum of 2500 psi operating pressure \_\_\_\_\_
- The hydraulic system shall operate at a pressure of 1800 psi and shall be capable of operating at a pressure of 2000 psi \_\_\_\_\_
- The hydraulic system shall have a separate hour meter \_\_\_\_\_

6. **PAINTING:**

- Two (2) coats of rust inhibiting primer are to be applied prior to the finish coat white in color to match cab \_\_\_\_\_

- Body shall be properly prepared free from weld slag, greases and oils \_\_\_\_\_

7. **MISCELLANEOUS:**

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

8. **WARRANTY:**

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

9. **CONTRACT NEGOTIATIONS:**

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



# **City of Scottsbluff, Nebraska**

**Monday, October 3, 2016**

**Regular Meeting**

## **Item Consent5**

**Approve the City Manager's appointment of Kim Kuster-Dale to the Park, Cemetery and Tree board.**

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

# Agenda Statement

Item No.

For meeting of: October 3rd, 2016

**AGENDA TITLE:** Council to appoint new Park, Recreation, Tree Board member.

**SUBMITTED BY DEPARTMENT/ORGANIZATION:** Parks and Recreation

**PRESENTATION BY:** City Manager Nathan Johnson

**SUMMARY EXPLANATION:** Staff is requesting the appointment of Kim Kuster-Dale to the Parks, Recreation, Cemetery and Tree Board. Board term is for five years. Ms. Kuster-Dale is the new Executive Vice President at Western Nebraska Community College.

**Kim Kuster-Dale**  
90170 Fairway Drive  
Scottsbluff, NE 69361  
(970) 685-8083

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## EXHIBITS

Resolution x      Ordinance       Contract       Minutes       Plan/Map

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

**NOTIFICATION LIST:** Yes  No  Further Instructions

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

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Rev 3/1/99CClerk

**City of Scottsbluff, Nebraska**  
**Monday, October 3, 2016**  
**Regular Meeting**

**Item Claims1**

**Regular claims**

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



# Expense Approval Report

By Vendor Name

Post Dates 09/20/2016 - 10/03/2016

| Description (Payable)  | Account Name           | (None) | (None) | (None) | Amount          |
|--|------------------------|--------|--------|--------|-----------------|
| <b>Vendor: 00460 - ACCELERATED RECEIVABLES SOLUTIONS</b>       |                        |        |        |        |                 |
| <b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>                  |                        |        |        |        |                 |
| WAGE ATTACHMENT  | WAGE ATTACHMENT EE PAY |        |        |        | 149.12          |
|  |                        |        |        |        | <u>149.12</u>   |
| <b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>            |                        |        |        |        | <b>149.12</b>   |
| <b>Vendor 00460 - ACCELERATED RECEIVABLES SOLUTIONS Total:</b> |                        |        |        |        | <b>149.12</b>   |
| <br>   |                        |        |        |        |                 |
| <b>Vendor: 00310 - ALAMAR CORP</b>                             |                        |        |        |        |                 |
| <b>Fund: 111 - GENERAL</b>                                     |                        |        |        |        |                 |
| UNIFORMS   | UNIFORMS & CLOTHING    |        |        |        | 235.97          |
| 24 uniform shirts  | UNIFORMS & CLOTHING    |        |        |        | 494.76          |
|  |                        |        |        |        | <u>730.73</u>   |
| <b>Fund 111 - GENERAL Total:</b>                               |                        |        |        |        | <b>730.73</b>   |
| <b>Vendor 00310 - ALAMAR CORP Total:</b>                       |                        |        |        |        | <b>730.73</b>   |
| <br>   |                        |        |        |        |                 |
| <b>Vendor: 09669 - ALVARO SILVA</b>                            |                        |        |        |        |                 |
| <b>Fund: 111 - GENERAL</b>                                     |                        |        |        |        |                 |
| CONTRACTUAL SERV   | CONTRACTUAL SERVICES   |        |        |        | 810.00          |
| CONTRACTUAL SERV   | CONTRACTUAL SERVICES   |        |        |        | 250.00          |
| CONTRACTUAL SERV   | CONTRACTUAL SERVICES   |        |        |        | 245.00          |
|  |                        |        |        |        | <u>1,305.00</u> |
| <b>Fund 111 - GENERAL Total:</b>                               |                        |        |        |        | <b>1,305.00</b> |
| <b>Vendor 09669 - ALVARO SILVA Total:</b>                      |                        |        |        |        | <b>1,305.00</b> |
| <br>   |                        |        |        |        |                 |
| <b>Vendor: 03711 - AMAZON.COM HEADQUARTERS</b>                 |                        |        |        |        |                 |
| <b>Fund: 111 - GENERAL</b>                                     |                        |        |        |        |                 |
| Misc.  | DEPARTMENT SUPPLIES    |        |        |        | 351.94          |
| Misc.  | JANITORIAL SUPPLIES    |        |        |        | 70.10           |
| Misc.  | BOOKS                  |        |        |        | 39.36           |
|  |                        |        |        |        | <u>461.40</u>   |
| <b>Fund 111 - GENERAL Total:</b>                               |                        |        |        |        | <b>461.40</b>   |
| <b>Vendor 03711 - AMAZON.COM HEADQUARTERS Total:</b>           |                        |        |        |        | <b>461.40</b>   |
| <br>   |                        |        |        |        |                 |
| <b>Vendor: 02118 - ANITA'S GREENSCAPING INC</b>                |                        |        |        |        |                 |
| <b>Fund: 111 - GENERAL</b>                                     |                        |        |        |        |                 |
| CONTRACTUAL SERV   | CONTRACTUAL SERVICES   |        |        |        | 272.22          |
|  |                        |        |        |        | <u>272.22</u>   |
| <b>Fund 111 - GENERAL Total:</b>                               |                        |        |        |        | <b>272.22</b>   |
| <br>   |                        |        |        |        |                 |
| <b>Fund: 216 - BUSINESS IMPROVEMENT</b>                        |                        |        |        |        |                 |
| BID PRKNG LOT MNTNC  | CONTRACTUAL SERVICES   |        |        |        | 758.89          |
|  |                        |        |        |        | <u>758.89</u>   |
| <b>Fund 216 - BUSINESS IMPROVEMENT Total:</b>                  |                        |        |        |        | <b>758.89</b>   |
| <br>   |                        |        |        |        |                 |
| <b>Fund: 661 - STORMWATER</b>                                  |                        |        |        |        |                 |
| CONTRACTUAL SVC  | CONTRACTUAL SERVICES   |        |        |        | 230.00          |
|  |                        |        |        |        | <u>230.00</u>   |
| <b>Fund 661 - STORMWATER Total:</b>                            |                        |        |        |        | <b>230.00</b>   |
| <b>Vendor 02118 - ANITA'S GREENSCAPING INC Total:</b>          |                        |        |        |        | <b>1,261.11</b> |
| <br>   |                        |        |        |        |                 |
| <b>Vendor: 08126 - ANTHONY J MURPHY</b>                        |                        |        |        |        |                 |
| <b>Fund: 111 - GENERAL</b>                                     |                        |        |        |        |                 |
| meals for Murphy at NSFm train..SCHOOL & CONFERENCE            |                        |        |        |        | 87.00           |
|  |                        |        |        |        | <u>87.00</u>    |
| <b>Fund 111 - GENERAL Total:</b>                               |                        |        |        |        | <b>87.00</b>    |
| <b>Vendor 08126 - ANTHONY J MURPHY Total:</b>                  |                        |        |        |        | <b>87.00</b>    |
| <br>   |                        |        |        |        |                 |
| <b>Vendor: 00295 - B &amp; H INVESTMENTS, INC</b>              |                        |        |        |        |                 |
| <b>Fund: 111 - GENERAL</b>                                     |                        |        |        |        |                 |
| BLDG MAINT   | BUILDING MAINTENANCE   |        |        |        | 10.25           |
| BLDG MAINT   | BUILDING MAINTENANCE   |        |        |        | 10.25           |
| Dep sup - library  | DEPARTMENT SUPPLIES    |        |        |        | 56.50           |
|  |                        |        |        |        | <u>77.00</u>    |
| <b>Fund 111 - GENERAL Total:</b>                               |                        |        |        |        | <b>77.00</b>    |
| <b>Vendor 00295 - B &amp; H INVESTMENTS, INC Total:</b>        |                        |        |        |        | <b>77.00</b>    |

Expense Approval Report

Post Dates: 09/20/2016 - 10/03/2016

| Description (Payable)                                 | Account Name         | (None) | (None) | (None)  | Amount          |
|---|----------------------|--------|--------|---|-----------------|
| <b>Vendor: 00405 - BLUFFS SANITARY SUPPLY INC.</b>    |                      |        |        |   |                 |
| <b>Fund: 111 - GENERAL</b>                            |                      |        |        |   |                 |
| Jan sup. - library                                    | JANITORIAL SUPPLIES  |        |        |   | 78.45           |
|   |                      |        |        | <b>Fund 111 - GENERAL Total:</b>                            | <b>78.45</b>    |
|   |                      |        |        | <b>Vendor 00405 - BLUFFS SANITARY SUPPLY INC. Total:</b>    | <b>78.45</b>    |
| <b>Vendor: 00529 - BRETTHAUER, JERRY</b>              |                      |        |        |   |                 |
| <b>Fund: 111 - GENERAL</b>                            |                      |        |        |   |                 |
| CONTRACTUAL   | CONTRACTUAL SERVICES |        |        |   | 155.00          |
| CONTRACTUAL   | CONTRACTUAL SERVICES |        |        |   | 155.00          |
|   |                      |        |        | <b>Fund 111 - GENERAL Total:</b>                            | <b>310.00</b>   |
|   |                      |        |        | <b>Vendor 00529 - BRETTHAUER, JERRY Total:</b>              | <b>310.00</b>   |
| <b>Vendor: 00055 - CARR- TRUMBULL LUMBER CO, INC.</b> |                      |        |        |   |                 |
| <b>Fund: 641 - WATER</b>                              |                      |        |        |   |                 |
| DEPT SUP  | DEPARTMENT SUPPLIES  |        |        |   | 84.74           |
|   |                      |        |        | <b>Fund 641 - WATER Total:</b>                              | <b>84.74</b>    |
|   |                      |        |        | <b>Vendor 00055 - CARR- TRUMBULL LUMBER CO, INC. Total:</b> | <b>84.74</b>    |
| <b>Vendor: 07911 - CELLCO PARTNERSHIP</b>             |                      |        |        |   |                 |
| <b>Fund: 111 - GENERAL</b>                            |                      |        |        |   |                 |
| fire data modem                                       | CELLULAR PHONE       |        |        |   | 25.02           |
| CELL PHONES   | TELEPHONE            |        |        |   | 507.32          |
|   |                      |        |        | <b>Fund 111 - GENERAL Total:</b>                            | <b>532.34</b>   |
|   |                      |        |        | <b>Vendor 07911 - CELLCO PARTNERSHIP Total:</b>             | <b>532.34</b>   |
| <b>Vendor: 00363 - CEMENTER'S INC</b>                 |                      |        |        |   |                 |
| <b>Fund: 641 - WATER</b>                              |                      |        |        |   |                 |
| SUPPLIES  | DEPARTMENT SUPPLIES  |        |        |   | 152.48          |
| DEPT SUP  | DEPARTMENT SUPPLIES  |        |        |   | 155.68          |
|   |                      |        |        | <b>Fund 641 - WATER Total:</b>                              | <b>308.16</b>   |
|   |                      |        |        | <b>Vendor 00363 - CEMENTER'S INC Total:</b>                 | <b>308.16</b>   |
| <b>Vendor: 02396 - CITIBANK N.A.</b>                  |                      |        |        |   |                 |
| <b>Fund: 111 - GENERAL</b>                            |                      |        |        |   |                 |
| DEPT SUP  | DEPARTMENT SUPPLIES  |        |        |   | 39.99           |
| DEPT SUP  | DEPARTMENT SUPPLIES  |        |        |   | 59.28           |
| DEPT SUP  | DEPARTMENT SUPPLIES  |        |        |   | 47.41           |
| office supplies                                       | DEPARTMENT SUPPLIES  |        |        |   | 171.17          |
| office supplies                                       | DEPARTMENT SUPPLIES  |        |        |   | 159.97          |
|   |                      |        |        | <b>Fund 111 - GENERAL Total:</b>                            | <b>477.82</b>   |
|   |                      |        |        | <b>Vendor 02396 - CITIBANK N.A. Total:</b>                  | <b>477.82</b>   |
| <b>Vendor: 00367 - CITY OF SCB</b>                    |                      |        |        |   |                 |
| <b>Fund: 111 - GENERAL</b>                            |                      |        |        |   |                 |
| PETTY CASH  | DEPARTMENT SUPPLIES  |        |        |   | 20.19           |
| PETTY CASH  | POSTAGE              |        |        |   | 0.21            |
| PETTY CASH  | SCHOOL & CONFERENCE  |        |        |   | 30.00           |
|   |                      |        |        | <b>Fund 111 - GENERAL Total:</b>                            | <b>50.40</b>    |
|   |                      |        |        | <b>Vendor 00367 - CITY OF SCB Total:</b>                    | <b>50.40</b>    |
| <b>Vendor: 01976 - CLARK PRINTING LLC</b>             |                      |        |        |   |                 |
| <b>Fund: 111 - GENERAL</b>                            |                      |        |        |   |                 |
| DEPT SUPP   | DEPARTMENT SUPPLIES  |        |        |   | 375.15          |
| office supplies                                       | DEPARTMENT SUPPLIES  |        |        |   | 518.55          |
| office supplies                                       | DEPARTMENT SUPPLIES  |        |        |   | 145.05          |
|   |                      |        |        | <b>Fund 111 - GENERAL Total:</b>                            | <b>1,038.75</b> |
|   |                      |        |        | <b>Vendor 01976 - CLARK PRINTING LLC Total:</b>             | <b>1,038.75</b> |

Expense Approval Report

Post Dates: 09/20/2016 - 10/03/2016

| Description (Payable)   | Account Name           | (None) | (None) | (None) | Amount  |               |
|---|------------------------|--------|--------|--------|---|---------------|
| <b>Vendor: 09701 - CLIFTON SPENCER</b>                                |                        |        |        |        |   |               |
| <b>Fund: 111 - GENERAL</b>  |                        |        |        |        |   |               |
| CAMPGROUND  | CAMPGROUND FEES        |        |        |        | 128.57  |               |
|   |                        |        |        |        | <b>Fund 111 - GENERAL Total:</b>  | <b>128.57</b> |
|   |                        |        |        |        | <b>Vendor 09701 - CLIFTON SPENCER Total:</b>                                | <b>128.57</b> |
| <b>Vendor: 03010 - COLONIAL LIFE &amp; ACCIDENT INSURANCE COMPANY</b> |                        |        |        |        |   |               |
| <b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>                         |                        |        |        |        |   |               |
| LIFE & ACCIDENT INS   | LIFE INS EE PAYABLE    |        |        |        | 22.75   |               |
| LIFE & ACCIDENT INS   | DIS INC INS EE PAYABLE |        |        |        | 25.95   |               |
|   |                        |        |        |        | <b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>                         | <b>48.70</b>  |
|   |                        |        |        |        | <b>Vendor 03010 - COLONIAL LIFE &amp; ACCIDENT INSURANCE COMPANY Total:</b> | <b>48.70</b>  |
| <b>Vendor: 00706 - COMPUTER CONNECTION INC</b>                        |                        |        |        |        |   |               |
| <b>Fund: 111 - GENERAL</b>  |                        |        |        |        |   |               |
| RENT-MACH   | RENT-MACHINES          |        |        |        | 45.73   |               |
|   |                        |        |        |        | <b>Fund 111 - GENERAL Total:</b>  | <b>45.73</b>  |
|   |                        |        |        |        | <b>Vendor 00706 - COMPUTER CONNECTION INC Total:</b>                        | <b>45.73</b>  |
| <b>Vendor: 02995 - CONSOLIDATED MANAGEMENT COMPANY</b>                |                        |        |        |        |   |               |
| <b>Fund: 111 - GENERAL</b>  |                        |        |        |        |   |               |
| SCHOOLS & CONF  | SCHOOL & CONFERENCE    |        |        |        | 97.36   |               |
| SCHOOLS & CONF  | SCHOOL & CONFERENCE    |        |        |        | 97.36   |               |
|   |                        |        |        |        | <b>Fund 111 - GENERAL Total:</b>  | <b>194.72</b> |
|   |                        |        |        |        | <b>Vendor 02995 - CONSOLIDATED MANAGEMENT COMPANY Total:</b>                | <b>194.72</b> |
| <b>Vendor: 00267 - CONTRACTORS MATERIALS INC.</b>                     |                        |        |        |        |   |               |
| <b>Fund: 111 - GENERAL</b>  |                        |        |        |        |   |               |
| GROUND MAINT  | DEPARTMENT SUPPLIES    |        |        |        | 9.22  |               |
|   |                        |        |        |        | <b>Fund 111 - GENERAL Total:</b>  | <b>9.22</b>   |
| <b>Fund: 212 - TRANSPORTATION</b>                                     |                        |        |        |        |   |               |
| CONCRETE BLADE & SAFETY GL...   | DEPARTMENT SUPPLIES    |        |        |        | 592.90  |               |
| SUPP - CAUTION TAPE, GLOVES   | DEPARTMENT SUPPLIES    |        |        |        | 120.15  |               |
| SUPP - GLASSES  | DEPARTMENT SUPPLIES    |        |        |        | 24.50   |               |
|   |                        |        |        |        | <b>Fund 212 - TRANSPORTATION Total:</b>                                     | <b>737.55</b> |
| <b>Fund: 621 - ENVIRONMENTAL SERVICES</b>                             |                        |        |        |        |   |               |
| dept supplies   | DEPARTMENT SUPPLIES    |        |        |        | 109.76  |               |
|   |                        |        |        |        | <b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>                             | <b>109.76</b> |
| <b>Fund: 641 - WATER</b>  |                        |        |        |        |   |               |
| EQUIP MAINT   | EQUIPMENT MAINTENANCE  |        |        |        | 137.39  |               |
|   |                        |        |        |        | <b>Fund 641 - WATER Total:</b>  | <b>137.39</b> |
|   |                        |        |        |        | <b>Vendor 00267 - CONTRACTORS MATERIALS INC. Total:</b>                     | <b>993.92</b> |
| <b>Vendor: 07689 - CYNTHIA GREEN</b>                                  |                        |        |        |        |   |               |
| <b>Fund: 111 - GENERAL</b>  |                        |        |        |        |   |               |
| DEPT SUPPL  | DEPARTMENT SUPPLIES    |        |        |        | 129.40  |               |
| DEPT SUPP   | DEPARTMENT SUPPLIES    |        |        |        | 82.00   |               |
| dept supp   | DEPARTMENT SUPPLIES    |        |        |        | 14.29   |               |
|   |                        |        |        |        | <b>Fund 111 - GENERAL Total:</b>  | <b>225.69</b> |
|   |                        |        |        |        | <b>Vendor 07689 - CYNTHIA GREEN Total:</b>                                  | <b>225.69</b> |
| <b>Vendor: 03321 - DALE'S TIRE &amp; RETREADING, INC.</b>             |                        |        |        |        |   |               |
| <b>Fund: 111 - GENERAL</b>  |                        |        |        |        |   |               |
| EQUIP MAINT   | EQUIPMENT MAINTENANCE  |        |        |        | 15.00   |               |
| EQUIP MAINT   | EQUIPMENT MAINTENANCE  |        |        |        | 20.94   |               |
| EQUIP MAINT   | EQUIPMENT MAINTENANCE  |        |        |        | 39.88   |               |
| EQUIP MAINT   | EQUIPMENT MAINTENANCE  |        |        |        | 15.00   |               |
|   |                        |        |        |        | <b>Fund 111 - GENERAL Total:</b>  | <b>90.82</b>  |
|   |                        |        |        |        | <b>Vendor 03321 - DALE'S TIRE &amp; RETREADING, INC. Total:</b>             | <b>90.82</b>  |

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| Description (Payable)   | Account Name         | (None) | (None) | (None) | Amount           |
|---|----------------------|--------|--------|--------|------------------|
| <b>Vendor: 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE</b>       |                      |        |        |        |                  |
| <b>Fund: 111 - GENERAL</b>  |                      |        |        |        |                  |
| Monthly Long Distance   | TELEPHONE            |        |        |        | 9.51             |
| Monthly Long Distance   | TELEPHONE            |        |        |        | 1.68             |
| Monthly Long Distance   | TELEPHONE            |        |        |        | 25.37            |
| Monthly Long Distance   | TELEPHONE            |        |        |        | 1.60             |
| Monthly Long Distance   | TELEPHONE            |        |        |        | 0.94             |
| Monthly Long Distance   | TELEPHONE            |        |        |        | 8.95             |
| Monthly Long Distance   | TELEPHONE            |        |        |        | 6.16             |
| Monthly Long Distance   | TELEPHONE            |        |        |        | 53.53            |
| Monthly Long Distance   | TELEPHONE            |        |        |        | 16.66            |
| Monthly Long Distance   | TELEPHONE            |        |        |        | 6.03             |
| Monthly Long Distance   | TELEPHONE            |        |        |        | 2.35             |
| TELEPHONE   | TELEPHONE            |        |        |        | 6.57             |
| <b>Fund 111 - GENERAL Total:</b>                                  |                      |        |        |        | <b>139.35</b>    |
| <b>Fund: 212 - TRANSPORTATION</b>                                 |                      |        |        |        |                  |
| Monthly Long Distance   | TELEPHONE            |        |        |        | 6.53             |
| <b>Fund 212 - TRANSPORTATION Total:</b>                           |                      |        |        |        | <b>6.53</b>      |
| <b>Fund: 213 - CEMETERY</b>                                       |                      |        |        |        |                  |
| Monthly Long Distance   | TELEPHONE            |        |        |        | 2.46             |
| <b>Fund 213 - CEMETERY Total:</b>                                 |                      |        |        |        | <b>2.46</b>      |
| <b>Fund: 621 - ENVIRONMENTAL SERVICES</b>                         |                      |        |        |        |                  |
| Monthly Long Distance   | TELEPHONE            |        |        |        | 3.17             |
| <b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>                   |                      |        |        |        | <b>3.17</b>      |
| <b>Fund: 631 - WASTEWATER</b>                                     |                      |        |        |        |                  |
| Monthly Long Distance   | TELEPHONE            |        |        |        | 4.59             |
| <b>Fund 631 - WASTEWATER Total:</b>                               |                      |        |        |        | <b>4.59</b>      |
| <b>Fund: 641 - WATER</b>  |                      |        |        |        |                  |
| Monthly Long Distance   | TELEPHONE            |        |        |        | 2.37             |
| <b>Fund 641 - WATER Total:</b>                                    |                      |        |        |        | <b>2.37</b>      |
| <b>Fund: 661 - STORMWATER</b>                                     |                      |        |        |        |                  |
| Monthly Long Distance   | TELEPHONE            |        |        |        | 1.34             |
| <b>Fund 661 - STORMWATER Total:</b>                               |                      |        |        |        | <b>1.34</b>      |
| <b>Fund: 721 - GIS SERVICES</b>                                   |                      |        |        |        |                  |
| Monthly Long Distance   | TELEPHONE            |        |        |        | 0.82             |
| <b>Fund 721 - GIS SERVICES Total:</b>                             |                      |        |        |        | <b>0.82</b>      |
| <b>Vendor 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE Total:</b> |                      |        |        |        | <b>160.63</b>    |
| <b>Vendor: 09697 - DAVID LEIS</b>                                 |                      |        |        |        |                  |
| <b>Fund: 224 - ECONOMIC DEVELOPMENT</b>                           |                      |        |        |        |                  |
| LB840 LOAN  | ECONOMIC DEVELOPMENT |        |        |        | 88,000.00        |
| <b>Fund 224 - ECONOMIC DEVELOPMENT Total:</b>                     |                      |        |        |        | <b>88,000.00</b> |
| <b>Vendor 09697 - DAVID LEIS Total:</b>                           |                      |        |        |        | <b>88,000.00</b> |
| <b>Vendor: 08228 - DIRECT CHECK</b>                               |                      |        |        |        |                  |
| <b>Fund: 111 - GENERAL</b>  |                      |        |        |        |                  |
| DEPT SUPP   | DEPARTMENT SUPPLIES  |        |        |        | 258.00           |
| <b>Fund 111 - GENERAL Total:</b>                                  |                      |        |        |        | <b>258.00</b>    |
| <b>Vendor 08228 - DIRECT CHECK Total:</b>                         |                      |        |        |        | <b>258.00</b>    |
| <b>Vendor: 07421 - DUANE E. WOHLERS</b>                           |                      |        |        |        |                  |
| <b>Fund: 621 - ENVIRONMENTAL SERVICES</b>                         |                      |        |        |        |                  |
| disposal fees   | DISPOSAL FEES        |        |        |        | 450.00           |
| disposal fees   | DISPOSAL FEES        |        |        |        | 450.00           |
| <b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>                   |                      |        |        |        | <b>900.00</b>    |
| <b>Vendor 07421 - DUANE E. WOHLERS Total:</b>                     |                      |        |        |        | <b>900.00</b>    |

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| Description (Payable)   | Account Name          | (None) | (None) | (None) | Amount   |          |
|---|-----------------------|--------|--------|--------|--|----------|
| <b>Vendor: 03950 - ENERGY LABORATORIES, INC</b>                 |                       |        |        |        |  |          |
| <b>Fund: 641 - WATER</b>  |                       |        |        |        |  |          |
| SAMPLES   | SAMPLES               |        |        |        | 135.00   |          |
|   |                       |        |        |        | Fund 641 - WATER Total:                              | 135.00   |
|   |                       |        |        |        | Vendor 03950 - ENERGY LABORATORIES, INC Total:       | 135.00   |
| <br><b>Vendor: 07574 - FAT BOYS TIRE AND AUTO</b>               |                       |        |        |        |  |          |
| <b>Fund: 212 - TRANSPORTATION</b>                               |                       |        |        |        |  |          |
| NEW TIRES FOR GRADER  | EQUIPMENT MAINTENANCE |        |        |        | 8,520.70   |          |
|   |                       |        |        |        | Fund 212 - TRANSPORTATION Total:                     | 8,520.70 |
| <b>Fund: 641 - WATER</b>  |                       |        |        |        |  |          |
| EQUIP MAINT   | EQUIPMENT MAINTENANCE |        |        |        | 418.90   |          |
|   |                       |        |        |        | Fund 641 - WATER Total:                              | 418.90   |
|   |                       |        |        |        | Vendor 07574 - FAT BOYS TIRE AND AUTO Total:         | 8,939.60 |
| <br><b>Vendor: 00548 - FEDERAL EXPRESS CORPORATION</b>          |                       |        |        |        |  |          |
| <b>Fund: 111 - GENERAL</b>                                      |                       |        |        |        |  |          |
| DEPT SUP  | DEPARTMENT SUPPLIES   |        |        |        | 35.95  |          |
|   |                       |        |        |        | Fund 111 - GENERAL Total:                            | 35.95    |
| <b>Fund: 641 - WATER</b>  |                       |        |        |        |  |          |
| POSTAGE   | POSTAGE               |        |        |        | 138.08   |          |
|   |                       |        |        |        | Fund 641 - WATER Total:                              | 138.08   |
|   |                       |        |        |        | Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:    | 174.03   |
| <br><b>Vendor: 00794 - FLOYD'S TRUCK CENTER, INC</b>            |                       |        |        |        |  |          |
| <b>Fund: 111 - GENERAL</b>                                      |                       |        |        |        |  |          |
| brake work on fire unit   | VEHICLE MAINTENANCE   |        |        |        | 79.11  |          |
|   |                       |        |        |        | Fund 111 - GENERAL Total:                            | 79.11    |
| <b>Fund: 621 - ENVIRONMENTAL SERVICES</b>                       |                       |        |        |        |  |          |
| vehcile mtnc  | VEHICLE MAINTENANCE   |        |        |        | 279.20   |          |
|   |                       |        |        |        | Fund 621 - ENVIRONMENTAL SERVICES Total:             | 279.20   |
|   |                       |        |        |        | Vendor 00794 - FLOYD'S TRUCK CENTER, INC Total:      | 358.31   |
| <br><b>Vendor: 07904 - FREMONT MOTOR SCOTTSBLUFF, LLC</b>       |                       |        |        |        |  |          |
| <b>Fund: 111 - GENERAL</b>                                      |                       |        |        |        |  |          |
| VEH MAINT   | VEHICLE MAINTENANCE   |        |        |        | 17.48  |          |
| VEHICLE MAINT   | VEHICLE MAINTENANCE   |        |        |        | 23.03  |          |
|   |                       |        |        |        | Fund 111 - GENERAL Total:                            | 40.51    |
|   |                       |        |        |        | Vendor 07904 - FREMONT MOTOR SCOTTSBLUFF, LLC Total: | 40.51    |
| <br><b>Vendor: 03133 - FUN EXPRESS, LLC</b>                     |                       |        |        |        |  |          |
| <b>Fund: 111 - GENERAL</b>                                      |                       |        |        |        |  |          |
| DEPT SUPP   | DEPARTMENT SUPPLIES   |        |        |        | 130.32   |          |
|   |                       |        |        |        | Fund 111 - GENERAL Total:                            | 130.32   |
|   |                       |        |        |        | Vendor 03133 - FUN EXPRESS, LLC Total:               | 130.32   |
| <br><b>Vendor: 05600 - GALLS INC</b>                            |                       |        |        |        |  |          |
| <b>Fund: 111 - GENERAL</b>                                      |                       |        |        |        |  |          |
| DEPT SUPPL  | DEPARTMENT SUPPLIES   |        |        |        | 38.94  |          |
|   |                       |        |        |        | Fund 111 - GENERAL Total:                            | 38.94    |
|   |                       |        |        |        | Vendor 05600 - GALLS INC Total:                      | 38.94    |
| <br><b>Vendor: 00022 - GENERAL ELECTRIC CAPITAL CORPORATION</b> |                       |        |        |        |  |          |
| <b>Fund: 111 - GENERAL</b>                                      |                       |        |        |        |  |          |
| department supplies   | DEPARTMENT SUPPLIES   |        |        |        | 60.18  |          |
| department supplies   | DEPARTMENT SUPPLIES   |        |        |        | 40.96  |          |
| department supplies   | DEPARTMENT SUPPLIES   |        |        |        | 85.77  |          |
| DEPT SUPP   | DEPARTMENT SUPPLIES   |        |        |        | 143.19   |          |
| DEPT SUPP   | DEPARTMENT SUPPLIES   |        |        |        | 50.08  |          |
| CIVIL SERVICE EXAMS 9-23-16                                     | RECRUITMENT           |        |        |        | 32.18  |          |



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| Description (Payable)                            | Account Name          | (None) | (None) | (None) | Amount  |                 |
|--|-----------------------|--------|--------|--------|---|-----------------|
| DEPT SUPP  | DEPARTMENT SUPPLIES   |        |        |        | 82.88   |                 |
|  |                       |        |        |        | <b>Fund 111 - GENERAL Total:</b>                                  | <b>495.24</b>   |
| <b>Fund: 631 - WASTEWATER</b>                    |                       |        |        |        |   |                 |
| DEPT SUP   | DEPARTMENT SUPPLIES   |        |        |        | 10.86   |                 |
|  |                       |        |        |        | <b>Fund 631 - WASTEWATER Total:</b>                               | <b>10.86</b>    |
|  |                       |        |        |        | <b>Vendor 00022 - GENERAL ELECTRIC CAPITAL CORPORATION Total:</b> | <b>506.10</b>   |
| <b>Vendor: 02696 - GREENKEEPER COMPANY, INC</b>  |                       |        |        |        |   |                 |
| <b>Fund: 213 - CEMETERY</b>                      |                       |        |        |        |   |                 |
| DEPT SUPP  | DEPARTMENT SUPPLIES   |        |        |        | 4,345.00  |                 |
|  |                       |        |        |        | <b>Fund 213 - CEMETERY Total:</b>                                 | <b>4,345.00</b> |
|  |                       |        |        |        | <b>Vendor 02696 - GREENKEEPER COMPANY, INC Total:</b>             | <b>4,345.00</b> |
| <b>Vendor: 06671 - H D SUPPLY WATERWORKS LTD</b> |                       |        |        |        |   |                 |
| <b>Fund: 641 - WATER</b>                         |                       |        |        |        |   |                 |
| METERS   | METERS                |        |        |        | 2,584.75  |                 |
| DEPT SUP   | DEPARTMENT SUPPLIES   |        |        |        | 126.60  |                 |
| DEPT SUP   | DEPARTMENT SUPPLIES   |        |        |        | 791.25  |                 |
| METERS   | METERS                |        |        |        | 1,550.85  |                 |
|  |                       |        |        |        | <b>Fund 641 - WATER Total:</b>                                    | <b>5,053.45</b> |
|  |                       |        |        |        | <b>Vendor 06671 - H D SUPPLY WATERWORKS LTD Total:</b>            | <b>5,053.45</b> |
| <b>Vendor: 04371 - HAWKINS, INC.</b>             |                       |        |        |        |   |                 |
| <b>Fund: 641 - WATER</b>                         |                       |        |        |        |   |                 |
| CHEMICALS  | CHEMICALS             |        |        |        | 2,688.25  |                 |
|  |                       |        |        |        | <b>Fund 641 - WATER Total:</b>                                    | <b>2,688.25</b> |
|  |                       |        |        |        | <b>Vendor 04371 - HAWKINS, INC. Total:</b>                        | <b>2,688.25</b> |
| <b>Vendor: 00861 - HEILBRUN'S INC.</b>           |                       |        |        |        |   |                 |
| <b>Fund: 111 - GENERAL</b>                       |                       |        |        |        |   |                 |
| VEH MAINT  | VEHICLE MAINTENANCE   |        |        |        | 8.99  |                 |
| EQUIP MAINT                                      | EQUIPMENT MAINTENANCE |        |        |        | 7.99  |                 |
| VEH MAINT  | VEHICLE MAINTENANCE   |        |        |        | 8.99  |                 |
| VEH MAINT  | VEHICLE MAINTENANCE   |        |        |        | 17.30   |                 |
| VEH MAINT  | VEHICLE MAINTENANCE   |        |        |        | 21.08   |                 |
| EQUIP MAINT                                      | EQUIPMENT MAINTENANCE |        |        |        | 77.97   |                 |
|  |                       |        |        |        | <b>Fund 111 - GENERAL Total:</b>                                  | <b>142.32</b>   |
| <b>Fund: 212 - TRANSPORTATION</b>                |                       |        |        |        |   |                 |
| ATF FILTER KIT FOR CENTRAL G...                  | DEPARTMENT SUPPLIES   |        |        |        | 20.00   |                 |
| FILTER FOR FORK LIFT                             | EQUIPMENT MAINTENANCE |        |        |        | 3.11  |                 |
| FILTERS FOR PICKUP                               | VEHICLE MAINTENANCE   |        |        |        | 13.58   |                 |
| WASHER FLUID FOR CENTRAL G...                    | DEPARTMENT SUPPLIES   |        |        |        | 9.10  |                 |
| FILTER FOR 1 TON                                 | VEHICLE MAINTENANCE   |        |        |        | 8.99  |                 |
| AIR FILTER FOR 1 TON                             | VEHICLE MAINTENANCE   |        |        |        | 9.55  |                 |
| TRANS FILTER FOR 1 TON                           | VEHICLE MAINTENANCE   |        |        |        | 56.69   |                 |
| WASHER FLUID FOR CENTRAL G...                    | DEPARTMENT SUPPLIES   |        |        |        | 27.30   |                 |
| FILTER FOR PICKUP                                | VEHICLE MAINTENANCE   |        |        |        | 8.99  |                 |
| ATF FILTER KIT FOR CENTRAL G...                  | DEPARTMENT SUPPLIES   |        |        |        | -20.00  |                 |
|  |                       |        |        |        | <b>Fund 212 - TRANSPORTATION Total:</b>                           | <b>137.31</b>   |
| <b>Fund: 213 - CEMETERY</b>                      |                       |        |        |        |   |                 |
| EQUIP MAINT                                      | EQUIPMENT MAINTENANCE |        |        |        | 6.42  |                 |
|  |                       |        |        |        | <b>Fund 213 - CEMETERY Total:</b>                                 | <b>6.42</b>     |
| <b>Fund: 621 - ENVIRONMENTAL SERVICES</b>        |                       |        |        |        |   |                 |
| dept supplies                                    | DEPARTMENT SUPPLIES   |        |        |        | 1.26  |                 |
| dept supplies                                    | DEPARTMENT SUPPLIES   |        |        |        | 23.88   |                 |
| dept supplies                                    | DEPARTMENT SUPPLIES   |        |        |        | 296.34  |                 |
|  |                       |        |        |        | <b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>                   | <b>321.48</b>   |
| <b>Fund: 631 - WASTEWATER</b>                    |                       |        |        |        |   |                 |
| VEH MAINT  | VEHICLE MAINTENANCE   |        |        |        | 19.98   |                 |

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|--|-------------------------|--------|--------|--|-----------------|
| VEH MAINT  | VEHICLE MAINTENANCE     |        |        |  | 32.76           |
|  |                         |        |        | <b>Fund 631 - WASTEWATER Total:</b>                                | <b>52.74</b>    |
| <b>Fund: 641 - WATER</b>                                     |                         |        |        |  |                 |
| EQUIP MAINT  | EQUIPMENT MAINTENANCE   |        |        |  | 20.77           |
| VEH MAINT  | VEHICLE MAINTENANCE     |        |        |  | 31.07           |
|  |                         |        |        | <b>Fund 641 - WATER Total:</b>                                     | <b>51.84</b>    |
|  |                         |        |        | <b>Vendor 00861 - HEILBRUN'S INC. Total:</b>                       | <b>712.11</b>   |
| <b>Vendor: 00096 - HOLIDAY INN - KEARNEY</b>                 |                         |        |        |  |                 |
| <b>Fund: 111 - GENERAL</b>                                   |                         |        |        |  |                 |
| CONFERENCE EXPENSE   | SCHOOL & CONFERENCE     |        |        |  | 269.85          |
|  |                         |        |        | <b>Fund 111 - GENERAL Total:</b>                                   | <b>269.85</b>   |
|  |                         |        |        | <b>Vendor 00096 - HOLIDAY INN - KEARNEY Total:</b>                 | <b>269.85</b>   |
| <b>Vendor: 06423 - HYDROTEX PARTNERS, LTD</b>                |                         |        |        |  |                 |
| <b>Fund: 212 - TRANSPORTATION</b>                            |                         |        |        |  |                 |
| ATF FOR CENTRAL GARAGE                                       | OIL & ANTIFREEZE        |        |        |  | 201.42          |
|  |                         |        |        | <b>Fund 212 - TRANSPORTATION Total:</b>                            | <b>201.42</b>   |
|  |                         |        |        | <b>Vendor 06423 - HYDROTEX PARTNERS, LTD Total:</b>                | <b>201.42</b>   |
| <b>Vendor: 00525 - IDEAL LAUNDRY AND CLEANERS, INC.</b>      |                         |        |        |  |                 |
| <b>Fund: 111 - GENERAL</b>                                   |                         |        |        |  |                 |
| JANITORIAL SUPPLIES  | JANITORIAL SUPPLIES     |        |        |  | 201.74          |
| JANITORIAL SUPP  | JANITORIAL SUPPLIES     |        |        |  | 87.87           |
| Jan sup. - library   | JANITORIAL SUPPLIES     |        |        |  | 82.04           |
| JANITORIAL SUPP  | JANITORIAL SUPPLIES     |        |        |  | 9.16            |
|  |                         |        |        | <b>Fund 111 - GENERAL Total:</b>                                   | <b>380.81</b>   |
| <b>Fund: 212 - TRANSPORTATION</b>                            |                         |        |        |  |                 |
| SUPP - MATS, TOWELS, CVRLLS                                  | DEPARTMENT SUPPLIES     |        |        |  | 92.87           |
| SUPP - MATS, TOWELS, CVRLLS                                  | DEPARTMENT SUPPLIES     |        |        |  | 117.46          |
|  |                         |        |        | <b>Fund 212 - TRANSPORTATION Total:</b>                            | <b>210.33</b>   |
| <b>Fund: 621 - ENVIRONMENTAL SERVICES</b>                    |                         |        |        |  |                 |
| dept supplies  | DEPARTMENT SUPPLIES     |        |        |  | 61.75           |
| dept supplies  | DEPARTMENT SUPPLIES     |        |        |  | 61.17           |
|  |                         |        |        | <b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>                    | <b>122.92</b>   |
| <b>Fund: 641 - WATER</b>                                     |                         |        |        |  |                 |
| CONTRACTUAL SVC  | CONTRACTUAL SERVICES    |        |        |  | 25.00           |
|  |                         |        |        | <b>Fund 641 - WATER Total:</b>                                     | <b>25.00</b>    |
|  |                         |        |        | <b>Vendor 00525 - IDEAL LAUNDRY AND CLEANERS, INC. Total:</b>      | <b>739.06</b>   |
| <b>Vendor: 00937 - INDEPENDENT PLUMBING AND HEATING, INC</b> |                         |        |        |  |                 |
| <b>Fund: 213 - CEMETERY</b>                                  |                         |        |        |  |                 |
| DEPT SUPP  | DEPARTMENT SUPPLIES     |        |        |  | 45.03           |
|  |                         |        |        | <b>Fund 213 - CEMETERY Total:</b>                                  | <b>45.03</b>    |
|  |                         |        |        | <b>Vendor 00937 - INDEPENDENT PLUMBING AND HEATING, INC Total:</b> | <b>45.03</b>    |
| <b>Vendor: 09291 - INGRAM LIBRARY SERVICES INC</b>           |                         |        |        |  |                 |
| <b>Fund: 111 - GENERAL</b>                                   |                         |        |        |  |                 |
| Bks  | BOOKS                   |        |        |  | 52.69           |
| Bks  | BOOKS                   |        |        |  | 4,149.44        |
| Bks  | BOOKS                   |        |        |  | 491.78          |
|  |                         |        |        | <b>Fund 111 - GENERAL Total:</b>                                   | <b>4,693.91</b> |
|  |                         |        |        | <b>Vendor 09291 - INGRAM LIBRARY SERVICES INC Total:</b>           | <b>4,693.91</b> |
| <b>Vendor: 08154 - INTERNAL REVENUE SERVICE</b>              |                         |        |        |  |                 |
| <b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>                |                         |        |        |  |                 |
| WITHHOLDINGS   | MEDICARE W/H EE PAYABLE |        |        |  | 3,642.12        |
| WITHHOLDINGS   | MEDICARE W/H EE PAYABLE |        |        |  | 3,642.12        |
| WITHHOLDINGS   | FICA W/H EE PAYABLE     |        |        |  | 13,552.36       |
| WITHHOLDINGS   | FICA W/H EE PAYABLE     |        |        |  | 13,552.36       |

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| Description (Payable)   | Account Name         | (None) | (None) | (None)  | Amount           |
|---|----------------------|--------|--------|---|------------------|
| WITHHOLDINGS  | FED W/H EE PAYABLE   |        |        |   | 26,150.01        |
|   |                      |        |        | <b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>                         | <b>60,538.97</b> |
|   |                      |        |        | <b>Vendor 08154 - INTERNAL REVENUE SERVICE Total:</b>                       | <b>60,538.97</b> |
| <b>Vendor: 00587 - INTERNATIONAL PUBLIC MANAGEMENT ASSOCIATION-HR</b> |                      |        |        |   |                  |
| <b>Fund: 111 - GENERAL</b>  |                      |        |        |   |                  |
| TESTING MATERIALS - FIRE CAPT   | RECRUITMENT          |        |        |   | 175.00           |
|   |                      |        |        | <b>Fund 111 - GENERAL Total:</b>  | <b>175.00</b>    |
|   |                      |        |        | <b>Vendor 00587 - INTERNATIONAL PUBLIC MANAGEMENT ASSOCIATION-HR Total:</b> | <b>175.00</b>    |
| <b>Vendor: 05696 - INVENTIVE WIRELESS OF NE, LLC</b>                  |                      |        |        |   |                  |
| <b>Fund: 111 - GENERAL</b>  |                      |        |        |   |                  |
| CONTRACTUAL SERV  | CONTRACTUAL SERVICES |        |        |   | 54.95            |
|   |                      |        |        | <b>Fund 111 - GENERAL Total:</b>  | <b>54.95</b>     |
|   |                      |        |        | <b>Vendor 05696 - INVENTIVE WIRELESS OF NE, LLC Total:</b>                  | <b>54.95</b>     |
| <b>Vendor: 00192 - J G ELLIOTT CO.INC.</b>                            |                      |        |        |   |                  |
| <b>Fund: 111 - GENERAL</b>  |                      |        |        |   |                  |
| NOTARY BOND   | BONDING              |        |        |   | 70.00            |
| NOTARY BOND   | BONDING              |        |        |   | 70.00            |
| NOTARY BOND   | BONDING              |        |        |   | 70.00            |
| NOTARY  | BONDING              |        |        |   | 70.00            |
| NOTARY  | BONDING              |        |        |   | 70.00            |
|   |                      |        |        | <b>Fund 111 - GENERAL Total:</b>  | <b>350.00</b>    |
|   |                      |        |        | <b>Vendor 00192 - J G ELLIOTT CO.INC. Total:</b>                            | <b>350.00</b>    |
| <b>Vendor: 09699 - JENSEN MARVIN</b>                                  |                      |        |        |   |                  |
| <b>Fund: 213 - CEMETERY</b>   |                      |        |        |   |                  |
| QUIT CLAIM DEED   | MISCELLANEOUS        |        |        |   | 105.00           |
|   |                      |        |        | <b>Fund 213 - CEMETERY Total:</b>   | <b>105.00</b>    |
|   |                      |        |        | <b>Vendor 09699 - JENSEN MARVIN Total:</b>                                  | <b>105.00</b>    |
| <b>Vendor: 06131 - JOHN DEERE FINANCIAL</b>                           |                      |        |        |   |                  |
| <b>Fund: 111 - GENERAL</b>  |                      |        |        |   |                  |
| DEPT SUPP   | DEPARTMENT SUPPLIES  |        |        |   | 17.99            |
|   |                      |        |        | <b>Fund 111 - GENERAL Total:</b>  | <b>17.99</b>     |
|   |                      |        |        | <b>Vendor 06131 - JOHN DEERE FINANCIAL Total:</b>                           | <b>17.99</b>     |
| <b>Vendor: 08067 - JOHN DEERE FINANCIAL</b>                           |                      |        |        |   |                  |
| <b>Fund: 111 - GENERAL</b>  |                      |        |        |   |                  |
| DEPT SUPP   | DEPARTMENT SUPPLIES  |        |        |   | 715.09           |
| DEPT SUPP   | DEPARTMENT SUPPLIES  |        |        |   | 6.79             |
|   |                      |        |        | <b>Fund 111 - GENERAL Total:</b>  | <b>721.88</b>    |
|   |                      |        |        | <b>Vendor 08067 - JOHN DEERE FINANCIAL Total:</b>                           | <b>721.88</b>    |
| <b>Vendor: 09687 - JONES K ALEXANDRIA</b>                             |                      |        |        |   |                  |
| <b>Fund: 111 - GENERAL</b>  |                      |        |        |   |                  |
| CONTRACTUAL   | CONTRACTUAL SERVICES |        |        |   | 800.00           |
|   |                      |        |        | <b>Fund 111 - GENERAL Total:</b>  | <b>800.00</b>    |
|   |                      |        |        | <b>Vendor 09687 - JONES K ALEXANDRIA Total:</b>                             | <b>800.00</b>    |
| <b>Vendor: 09700 - KEHM GLENDA</b>                                    |                      |        |        |   |                  |
| <b>Fund: 213 - CEMETERY</b>   |                      |        |        |   |                  |
| QUIT CLAIM DEED   | MISCELLANEOUS        |        |        |   | 85.00            |
|   |                      |        |        | <b>Fund 213 - CEMETERY Total:</b>   | <b>85.00</b>     |
|   |                      |        |        | <b>Vendor 09700 - KEHM GLENDA Total:</b>                                    | <b>85.00</b>     |
| <b>Vendor: 09620 - KRISA SHELLY</b>                                   |                      |        |        |   |                  |
| <b>Fund: 111 - GENERAL</b>  |                      |        |        |   |                  |
| SCHOOLS & CONF  | SCHOOL & CONFERENCE  |        |        |   | 265.00           |
|   |                      |        |        | <b>Fund 111 - GENERAL Total:</b>  | <b>265.00</b>    |
|   |                      |        |        | <b>Vendor 09620 - KRISA SHELLY Total:</b>                                   | <b>265.00</b>    |

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| Description (Payable)  | Account Name         | (None) | (None) | (None) | Amount   |
|--|----------------------|--------|--------|--------|--|
| <b>Vendor: 07802 - KUHLMAN, BOBBI</b>                        |                      |        |        |        |  |
| <b>Fund: 111 - GENERAL</b>                                   |                      |        |        |        |  |
| SCHOOLS & CONF   | SCHOOL & CONFERENCE  |        |        |        | 45.00  |
|  |                      |        |        |        | <b>Fund 111 - GENERAL Total:</b>                                   |
|  |                      |        |        |        | <b>45.00</b>   |
|  |                      |        |        |        | <b>Vendor 07802 - KUHLMAN, BOBBI Total:</b>                        |
|  |                      |        |        |        | <b>45.00</b>   |
| <b>Vendor: 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT</b> |                      |        |        |        |  |
| <b>Fund: 111 - GENERAL</b>                                   |                      |        |        |        |  |
| ENDORSEMENT FOR PETTING Z...                                 | LIABILITY INSURANCE  |        |        |        | 50.00  |
|  |                      |        |        |        | <b>Fund 111 - GENERAL Total:</b>                                   |
|  |                      |        |        |        | <b>50.00</b>   |
|  |                      |        |        |        | <b>Vendor 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT Total:</b> |
|  |                      |        |        |        | <b>50.00</b>   |
| <b>Vendor: 00242 - M.C. SCHAFF &amp; ASSOCIATES, INC</b>     |                      |        |        |        |  |
| <b>Fund: 111 - GENERAL</b>                                   |                      |        |        |        |  |
| D. S. CNTRCL SRVCS   | CONTRACTUAL SERVICES |        |        |        | 2,730.00   |
|  |                      |        |        |        | <b>Fund 111 - GENERAL Total:</b>                                   |
|  |                      |        |        |        | <b>2,730.00</b>  |
| <b>Fund: 621 - ENVIRONMENTAL SERVICES</b>                    |                      |        |        |        |  |
| Structures   | STRUCTURES           |        |        |        | 52,700.75  |
|  |                      |        |        |        | <b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>                    |
|  |                      |        |        |        | <b>52,700.75</b>   |
| <b>Fund: 631 - WASTEWATER</b>                                |                      |        |        |        |  |
| CONTRACTUAL SVC  | CONTRACTUAL SERVICES |        |        |        | 492.50   |
|  |                      |        |        |        | <b>Fund 631 - WASTEWATER Total:</b>                                |
|  |                      |        |        |        | <b>492.50</b>  |
| <b>Fund: 641 - WATER</b>                                     |                      |        |        |        |  |
| CONTRACTUAL SVC  | CONTRACTUAL SERVICES |        |        |        | 190.00   |
|  |                      |        |        |        | <b>Fund 641 - WATER Total:</b>                                     |
|  |                      |        |        |        | <b>190.00</b>  |
| <b>Fund: 661 - STORMWATER</b>                                |                      |        |        |        |  |
| CONTRACTUAL SVC  | CONTRACTUAL SERVICES |        |        |        | 93.75  |
|  |                      |        |        |        | <b>Fund 661 - STORMWATER Total:</b>                                |
|  |                      |        |        |        | <b>93.75</b>   |
|  |                      |        |        |        | <b>Vendor 00242 - M.C. SCHAFF &amp; ASSOCIATES, INC Total:</b>     |
|  |                      |        |        |        | <b>56,207.00</b>   |
| <b>Vendor: 06160 - MADER, PERRY</b>                          |                      |        |        |        |  |
| <b>Fund: 111 - GENERAL</b>                                   |                      |        |        |        |  |
| BUSINESS TRAVEL  | BUSINESS TRAVEL      |        |        |        | 44.22  |
| SCHOOL & CONF  | SCHOOL & CONFERENCE  |        |        |        | 114.00   |
|  |                      |        |        |        | <b>Fund 111 - GENERAL Total:</b>                                   |
|  |                      |        |        |        | <b>158.22</b>  |
|  |                      |        |        |        | <b>Vendor 06160 - MADER, PERRY Total:</b>                          |
|  |                      |        |        |        | <b>158.22</b>  |
| <b>Vendor: 07588 - MATTHEW M. HUTT</b>                       |                      |        |        |        |  |
| <b>Fund: 111 - GENERAL</b>                                   |                      |        |        |        |  |
| PRE EMPL. EVALUATION   | CONTRACTUAL SERVICES |        |        |        | 450.00   |
|  |                      |        |        |        | <b>Fund 111 - GENERAL Total:</b>                                   |
|  |                      |        |        |        | <b>450.00</b>  |
|  |                      |        |        |        | <b>Vendor 07588 - MATTHEW M. HUTT Total:</b>                       |
|  |                      |        |        |        | <b>450.00</b>  |
| <b>Vendor: 09550 - MED-TECH RESOURCE LLC</b>                 |                      |        |        |        |  |
| <b>Fund: 111 - GENERAL</b>                                   |                      |        |        |        |  |
| EMS supplies   | DEPARTMENT SUPPLIES  |        |        |        | 152.29   |
|  |                      |        |        |        | <b>Fund 111 - GENERAL Total:</b>                                   |
|  |                      |        |        |        | <b>152.29</b>  |
|  |                      |        |        |        | <b>Vendor 09550 - MED-TECH RESOURCE LLC Total:</b>                 |
|  |                      |        |        |        | <b>152.29</b>  |
| <b>Vendor: 07628 - MENARDS, INC</b>                          |                      |        |        |        |  |
| <b>Fund: 111 - GENERAL</b>                                   |                      |        |        |        |  |
| DEPT SUPP  | DEPARTMENT SUPPLIES  |        |        |        | 14.45  |
| department supplies  | DEPARTMENT SUPPLIES  |        |        |        | 39.74  |
| DEPT SUPP  | DEPARTMENT SUPPLIES  |        |        |        | 101.54   |
| department supplies  | DEPARTMENT SUPPLIES  |        |        |        | 92.31  |
|  |                      |        |        |        | <b>Fund 111 - GENERAL Total:</b>                                   |
|  |                      |        |        |        | <b>248.04</b>  |
| <b>Fund: 212 - TRANSPORTATION</b>                            |                      |        |        |        |  |
| SUPP - BITS, SCREWS  | DEPARTMENT SUPPLIES  |        |        |        | 23.66  |
| SUPP - NAILS, TRIM NAILS                                     | DEPARTMENT SUPPLIES  |        |        |        | 14.34  |
|  |                      |        |        |        | <b>Fund 212 - TRANSPORTATION Total:</b>                            |
|  |                      |        |        |        | <b>38.00</b>   |

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| Description (Payable)                              | Account Name         | (None) | (None) | (None) | Amount   |
|--|----------------------|--------|--------|--------|--|
| <b>Fund: 213 - CEMETERY</b>                        |                      |        |        |        |  |
| dept supp  | DEPARTMENT SUPPLIES  |        |        |        | 127.15   |
|  |                      |        |        |        | <b>Fund 213 - CEMETERY Total:</b>                        |
| <b>Fund: 621 - ENVIRONMENTAL SERVICES</b>          |                      |        |        |        |  |
| dept supplies                                      | DEPARTMENT SUPPLIES  |        |        |        | 650.10   |
| structures   | STRUCTURES           |        |        |        | 193.00   |
| structures   | STRUCTURES           |        |        |        | 83.95  |
|  |                      |        |        |        | <b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>          |
| <b>Fund: 631 - WASTEWATER</b>                      |                      |        |        |        |  |
| DEPT SUP   | DEPARTMENT SUPPLIES  |        |        |        | 3.89   |
| STRUCTURES   | STRUCTURES           |        |        |        | 193.00   |
| STRUCTURES   | STRUCTURES           |        |        |        | 83.95  |
| DEPT SUP   | DEPARTMENT SUPPLIES  |        |        |        | 19.70  |
|  |                      |        |        |        | <b>Fund 631 - WASTEWATER Total:</b>                      |
| <b>Fund: 641 - WATER</b>                           |                      |        |        |        |  |
| DEPT SUP   | DEPARTMENT SUPPLIES  |        |        |        | 6.94   |
|  |                      |        |        |        | <b>Fund 641 - WATER Total:</b>                           |
|  |                      |        |        |        | <b>Vendor 07628 - MENARDS, INC Total:</b>                |
| <b>Vendor: 09696 - MENTGEN JOHN</b>                |                      |        |        |        |  |
| <b>Fund: 223 - KENO</b>                            |                      |        |        |        |  |
| TREE REBATE  | CONTRACTUAL SERVICES |        |        |        | 249.00   |
|  |                      |        |        |        | <b>Fund 223 - KENO Total:</b>                            |
|  |                      |        |        |        | <b>Vendor 09696 - MENTGEN JOHN Total:</b>                |
| <b>Vendor: 00705 - MIDLANDS NEWSPAPERS, INC</b>    |                      |        |        |        |  |
| <b>Fund: 111 - GENERAL</b>                         |                      |        |        |        |  |
| Legal Publishing                                   | LEGAL PUBLICATIONS   |        |        |        | 487.26   |
| Legal Publishing                                   | LEGAL PUBLICATIONS   |        |        |        | 66.82  |
| Legal Publishing                                   | LEGAL PUBLICATIONS   |        |        |        | 13.36  |
| Legal Publishing                                   | RECRUITMENT          |        |        |        | 36.27  |
|  |                      |        |        |        | <b>Fund 111 - GENERAL Total:</b>                         |
| <b>Fund: 212 - TRANSPORTATION</b>                  |                      |        |        |        |  |
| Legal Publishing                                   | LEGAL PUBLICATIONS   |        |        |        | 82.97  |
|  |                      |        |        |        | <b>Fund 212 - TRANSPORTATION Total:</b>                  |
|  |                      |        |        |        | <b>Vendor 00705 - MIDLANDS NEWSPAPERS, INC Total:</b>    |
| <b>Vendor: 07938 - MIDWEST CONNECT, LLC</b>        |                      |        |        |        |  |
| <b>Fund: 621 - ENVIRONMENTAL SERVICES</b>          |                      |        |        |        |  |
| DEPT SUPP  | DEPARTMENT SUPPLIES  |        |        |        | 283.55   |
|  |                      |        |        |        | <b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>          |
| <b>Fund: 631 - WASTEWATER</b>                      |                      |        |        |        |  |
| DEPT SUPP  | DEPARTMENT SUPPLIES  |        |        |        | 283.56   |
|  |                      |        |        |        | <b>Fund 631 - WASTEWATER Total:</b>                      |
| <b>Fund: 641 - WATER</b>                           |                      |        |        |        |  |
| DEPT SUPP  | DEPARTMENT SUPPLIES  |        |        |        | 283.56   |
|  |                      |        |        |        | <b>Fund 641 - WATER Total:</b>                           |
|  |                      |        |        |        | <b>Vendor 07938 - MIDWEST CONNECT, LLC Total:</b>        |
| <b>Vendor: 06145 - MIDWEST MOTOR SUPPLY CO INC</b> |                      |        |        |        |  |
| <b>Fund: 212 - TRANSPORTATION</b>                  |                      |        |        |        |  |
| SAFETY GLASSES FOR CREW                            | UNIFORMS & CLOTHING  |        |        |        | 79.68  |
|  |                      |        |        |        | <b>Fund 212 - TRANSPORTATION Total:</b>                  |
|  |                      |        |        |        | <b>Vendor 06145 - MIDWEST MOTOR SUPPLY CO INC Total:</b> |

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| Description (Payable)   | Account Name          | (None) | (None) | (None) | Amount  |                  |
|---|-----------------------|--------|--------|--------|---|------------------|
| <b>Vendor: 09075 - NATHAN JOHNSON</b>                             |                       |        |        |        |   |                  |
| <b>Fund: 111 - GENERAL</b>  |                       |        |        |        |   |                  |
| CONFERENCE EXPENSE  | SCHOOL & CONFERENCE   |        |        |        | 111.00  |                  |
|   |                       |        |        |        | <b>Fund 111 - GENERAL Total:</b>  | <b>111.00</b>    |
|   |                       |        |        |        | <b>Vendor 09075 - NATHAN JOHNSON Total:</b>                             | <b>111.00</b>    |
| <br>  |                       |        |        |        |   |                  |
| <b>Vendor: 04082 - NE CHILD SUPPORT PAYMENT CENTER</b>            |                       |        |        |        |   |                  |
| <b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>                     |                       |        |        |        |   |                  |
| NE CHILD SUPPORT PYBLE  | CHILD SUPPORT EE PAY  |        |        |        | 1,237.93  |                  |
|   |                       |        |        |        | <b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>                     | <b>1,237.93</b>  |
|   |                       |        |        |        | <b>Vendor 04082 - NE CHILD SUPPORT PAYMENT CENTER Total:</b>            | <b>1,237.93</b>  |
| <br>  |                       |        |        |        |   |                  |
| <b>Vendor: 08083 - NE COLORADO CELLULAR, INC</b>                  |                       |        |        |        |   |                  |
| <b>Fund: 631 - WASTEWATER</b>                                     |                       |        |        |        |   |                  |
| CONTRACTUAL SVC   | CONTRACTUAL SERVICES  |        |        |        | 16.19   |                  |
|   |                       |        |        |        | <b>Fund 631 - WASTEWATER Total:</b>                                     | <b>16.19</b>     |
| <br>  |                       |        |        |        |   |                  |
| <b>Fund: 641 - WATER</b>  |                       |        |        |        |   |                  |
| CONTRACTUAL SVC   | CONTRACTUAL SERVICES  |        |        |        | 58.55   |                  |
|   |                       |        |        |        | <b>Fund 641 - WATER Total:</b>  | <b>58.55</b>     |
|   |                       |        |        |        | <b>Vendor 08083 - NE COLORADO CELLULAR, INC Total:</b>                  | <b>74.74</b>     |
| <br>  |                       |        |        |        |   |                  |
| <b>Vendor: 00942 - NE DEPT OF ENVIRONMENTAL QUALITY</b>           |                       |        |        |        |   |                  |
| <b>Fund: 621 - ENVIRONMENTAL SERVICES</b>                         |                       |        |        |        |   |                  |
| contractual services  | CONTRACTUAL SERVICES  |        |        |        | 2,100.00  |                  |
|   |                       |        |        |        | <b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>                         | <b>2,100.00</b>  |
|   |                       |        |        |        | <b>Vendor 00942 - NE DEPT OF ENVIRONMENTAL QUALITY Total:</b>           | <b>2,100.00</b>  |
| <br>  |                       |        |        |        |   |                  |
| <b>Vendor: 05373 - NEBRASKA SAFETY &amp; FIRE EQUIPEMENT INC.</b> |                       |        |        |        |   |                  |
| <b>Fund: 111 - GENERAL</b>  |                       |        |        |        |   |                  |
| batteries for PSB fire alarm syst...                              | BUILDING MAINTENANCE  |        |        |        | 125.00  |                  |
|   |                       |        |        |        | <b>Fund 111 - GENERAL Total:</b>  | <b>125.00</b>    |
|   |                       |        |        |        | <b>Vendor 05373 - NEBRASKA SAFETY &amp; FIRE EQUIPEMENT INC. Total:</b> | <b>125.00</b>    |
| <br>  |                       |        |        |        |   |                  |
| <b>Vendor: 00402 - NEBRASKA MACHINERY CO</b>                      |                       |        |        |        |   |                  |
| <b>Fund: 621 - ENVIRONMENTAL SERVICES</b>                         |                       |        |        |        |   |                  |
| equip mtnc  | EQUIPMENT MAINTENANCE |        |        |        | 1,398.83  |                  |
|   |                       |        |        |        | <b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>                         | <b>1,398.83</b>  |
| <br>  |                       |        |        |        |   |                  |
| <b>Fund: 641 - WATER</b>  |                       |        |        |        |   |                  |
| EQUIP MAINT   | EQUIPMENT MAINTENANCE |        |        |        | 12.41   |                  |
|   |                       |        |        |        | <b>Fund 641 - WATER Total:</b>  | <b>12.41</b>     |
|   |                       |        |        |        | <b>Vendor 00402 - NEBRASKA MACHINERY CO Total:</b>                      | <b>1,411.24</b>  |
| <br>  |                       |        |        |        |   |                  |
| <b>Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT</b>             |                       |        |        |        |   |                  |
| <b>Fund: 631 - WASTEWATER</b>                                     |                       |        |        |        |   |                  |
| ELECTRICITY   | ELECTRIC POWER        |        |        |        | 84.34   |                  |
| ELECTRICITY   | ELECTRIC POWER        |        |        |        | 15,159.91   |                  |
|   |                       |        |        |        | <b>Fund 631 - WASTEWATER Total:</b>                                     | <b>15,244.25</b> |
| <br>  |                       |        |        |        |   |                  |
| <b>Fund: 641 - WATER</b>  |                       |        |        |        |   |                  |
| ELECTRICITY   | ELECTRIC POWER        |        |        |        | 4,351.50  |                  |
| ELECTRICITY   | ELECTRIC POWER        |        |        |        | 8,274.96  |                  |
|   |                       |        |        |        | <b>Fund 641 - WATER Total:</b>  | <b>12,626.46</b> |
|   |                       |        |        |        | <b>Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:</b>             | <b>27,870.71</b> |
| <br>  |                       |        |        |        |   |                  |
| <b>Vendor: 00117 - NWEA</b>                                       |                       |        |        |        |   |                  |
| <b>Fund: 631 - WASTEWATER</b>                                     |                       |        |        |        |   |                  |
| SCHOOLS & CONF  | SCHOOL & CONFERENCE   |        |        |        | 100.00  |                  |
|   |                       |        |        |        | <b>Fund 631 - WASTEWATER Total:</b>                                     | <b>100.00</b>    |
| <br>  |                       |        |        |        |   |                  |
| <b>Fund: 641 - WATER</b>  |                       |        |        |        |   |                  |
| SCHOOLS & CONF  | SCHOOL & CONFERENCE   |        |        |        | 100.00  |                  |
|   |                       |        |        |        | <b>Fund 641 - WATER Total:</b>  | <b>100.00</b>    |
|   |                       |        |        |        | <b>Vendor 00117 - NWEA Total:</b>                                       | <b>200.00</b>    |

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| Description (Payable)   | Account Name         | (None) | (None) | (None) | Amount  |
|---|----------------------|--------|--------|--------|---|
| <b>Vendor: 00285 - OREGON TRAIL PLUMBING, HEATING &amp; COOLING INC</b>       |                      |        |        |        |   |
| <b>Fund: 111 - GENERAL</b>  |                      |        |        |        |   |
| BLDG MAINT  | BUILDING MAINTENANCE |        |        |        | 355.00  |
|   |                      |        |        |        | <b>Fund 111 - GENERAL Total:</b>                |
|   |                      |        |        |        | <b>355.00</b>                                   |
| <b>Vendor 00285 - OREGON TRAIL PLUMBING, HEATING &amp; COOLING INC Total:</b> |                      |        |        |        |   |
| <b>355.00</b>   |                      |        |        |        |   |
| <br>  |                      |        |        |        |   |
| <b>Vendor: 00550 - PANHANDLE COOPERATIVE ASSOCIATION</b>                      |                      |        |        |        |   |
| <b>Fund: 111 - GENERAL</b>  |                      |        |        |        |   |
| monthly fuel for Fire   | GASOLINE             |        |        |        | 31.05   |
| GASOLINE  | GASOLINE             |        |        |        | 2,986.08  |
| GASOLINE  | GASOLINE             |        |        |        | 167.50  |
| fuel  | GASOLINE             |        |        |        | -70.67  |
| fuel  | GASOLINE             |        |        |        | 1,390.82  |
| fuel  | OTHER FUEL           |        |        |        | 1,708.75  |
| FUEL  | GASOLINE             |        |        |        | 21.92   |
|   |                      |        |        |        | <b>Fund 111 - GENERAL Total:</b>                |
|   |                      |        |        |        | <b>6,235.45</b>                                 |
| <b>Fund: 212 - TRANSPORTATION</b>   |                      |        |        |        |   |
| UNLEADED FUEL   | GASOLINE             |        |        |        | 1,146.93  |
| UNLEADED FUEL   | OTHER FUEL           |        |        |        | 942.84  |
|   |                      |        |        |        | <b>Fund 212 - TRANSPORTATION Total:</b>         |
|   |                      |        |        |        | <b>2,089.77</b>                                 |
| <b>Fund: 213 - CEMETERY</b>   |                      |        |        |        |   |
| fuel  | OTHER FUEL           |        |        |        | 527.80  |
|   |                      |        |        |        | <b>Fund 213 - CEMETERY Total:</b>               |
|   |                      |        |        |        | <b>527.80</b>                                   |
| <b>Fund: 621 - ENVIRONMENTAL SERVICES</b>                                     |                      |        |        |        |   |
| other fuel  | GASOLINE             |        |        |        | 190.90  |
| other fuel  | OTHER FUEL           |        |        |        | 7,379.39  |
|   |                      |        |        |        | <b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b> |
|   |                      |        |        |        | <b>7,570.29</b>                                 |
| <b>Fund: 631 - WASTEWATER</b>   |                      |        |        |        |   |
| FUEL  | GASOLINE             |        |        |        | 524.03  |
| FUEL  | OTHER FUEL           |        |        |        | 659.50  |
|   |                      |        |        |        | <b>Fund 631 - WASTEWATER Total:</b>             |
|   |                      |        |        |        | <b>1,183.53</b>                                 |
| <b>Fund: 641 - WATER</b>  |                      |        |        |        |   |
| FUEL  | GASOLINE             |        |        |        | 1,219.02  |
| FUEL  | OTHER FUEL           |        |        |        | 121.83  |
|   |                      |        |        |        | <b>Fund 641 - WATER Total:</b>                  |
|   |                      |        |        |        | <b>1,340.85</b>                                 |
| <b>Vendor 00550 - PANHANDLE COOPERATIVE ASSOCIATION Total:</b>                |                      |        |        |        |   |
| <b>18,947.69</b>  |                      |        |        |        |   |
| <br>  |                      |        |        |        |   |
| <b>Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC</b>                   |                      |        |        |        |   |
| <b>Fund: 641 - WATER</b>  |                      |        |        |        |   |
| SAMPLES   | SAMPLES              |        |        |        | 72.00   |
| SAMPLES   | SAMPLES              |        |        |        | 72.00   |
|   |                      |        |        |        | <b>Fund 641 - WATER Total:</b>                  |
|   |                      |        |        |        | <b>144.00</b>                                   |
| <b>Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:</b>             |                      |        |        |        |   |
| <b>144.00</b>   |                      |        |        |        |   |
| <br>  |                      |        |        |        |   |
| <b>Vendor: 00017 - PANHANDLE HUMANE SOCIETY</b>                               |                      |        |        |        |   |
| <b>Fund: 111 - GENERAL</b>  |                      |        |        |        |   |
| CONTRACTUAL   | CONTRACTUAL SERVICES |        |        |        | 5,023.88  |
|   |                      |        |        |        | <b>Fund 111 - GENERAL Total:</b>                |
|   |                      |        |        |        | <b>5,023.88</b>                                 |
| <b>Vendor 00017 - PANHANDLE HUMANE SOCIETY Total:</b>                         |                      |        |        |        |   |
| <b>5,023.88</b>   |                      |        |        |        |   |
| <br>  |                      |        |        |        |   |
| <b>Vendor: 04494 - PAUL REED CONSTRUCTION &amp; SUPPLY, INC</b>               |                      |        |        |        |   |
| <b>Fund: 621 - ENVIRONMENTAL SERVICES</b>                                     |                      |        |        |        |   |
| structures  | STRUCTURES           |        |        |        | 36.62   |
| structures  | STRUCTURES           |        |        |        | 106.40  |
| structures  | STRUCTURES           |        |        |        | 107.20  |
| structures  | STRUCTURES           |        |        |        | 115.52  |
|   |                      |        |        |        | <b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b> |
|   |                      |        |        |        | <b>365.74</b>                                   |
| <b>Fund: 631 - WASTEWATER</b>   |                      |        |        |        |   |
| STRUCTURES  | STRUCTURES           |        |        |        | 52,574.78                                       |
| STRUCTURES  | STRUCTURES           |        |        |        | 130.24  |

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|---|-------------------------|--------|--------|---|------------------|
| STRUCTURES                                      | STRUCTURES              |        |        |   | 124.64           |
| STRUCTURES                                      | STRUCTURES              |        |        |   | 115.20           |
|   |                         |        |        | <b>Fund 631 - WASTEWATER Total:</b>                                   | <b>52,944.86</b> |
|   |                         |        |        | <b>Vendor 04494 - PAUL REED CONSTRUCTION &amp; SUPPLY, INC Total:</b> | <b>53,310.60</b> |
| <b>Vendor: 01276 - PLATTE VALLEY BANK</b>       |                         |        |        |   |                  |
| <b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>   |                         |        |        |   |                  |
| HEALTH SAVINGS                                  | HSA EE PAYABLE          |        |        |   | 12,338.96        |
| HEALTH SAVINGS                                  | HSA ER PAYABLE          |        |        |   | 1,268.75         |
|   |                         |        |        | <b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>                   | <b>13,607.71</b> |
|   |                         |        |        | <b>Vendor 01276 - PLATTE VALLEY BANK Total:</b>                       | <b>13,607.71</b> |
| <b>Vendor: 00272 - POSTMASTER</b>               |                         |        |        |   |                  |
| <b>Fund: 621 - ENVIRONMENTAL SERVICES</b>       |                         |        |        |   |                  |
| Postage   | POSTAGE                 |        |        |   | 95.07            |
|   |                         |        |        | <b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>                       | <b>95.07</b>     |
| <b>Fund: 631 - WASTEWATER</b>                   |                         |        |        |   |                  |
| Postage   | POSTAGE                 |        |        |   | 95.07            |
|   |                         |        |        | <b>Fund 631 - WASTEWATER Total:</b>                                   | <b>95.07</b>     |
| <b>Fund: 641 - WATER</b>                        |                         |        |        |   |                  |
| Postage   | POSTAGE                 |        |        |   | 95.07            |
|   |                         |        |        | <b>Fund 641 - WATER Total:</b>  | <b>95.07</b>     |
|   |                         |        |        | <b>Vendor 00272 - POSTMASTER Total:</b>                               | <b>285.21</b>    |
| <b>Vendor: 00075 - PROTEX CENTRAL, INC.</b>     |                         |        |        |   |                  |
| <b>Fund: 631 - WASTEWATER</b>                   |                         |        |        |   |                  |
| CONTRACTUAL SVC                                 | CONTRACTUAL SERVICES    |        |        |   | 156.75           |
| CONTRACTUAL SVC                                 | CONTRACTUAL SERVICES    |        |        |   | 57.50            |
|   |                         |        |        | <b>Fund 631 - WASTEWATER Total:</b>                                   | <b>214.25</b>    |
| <b>Fund: 641 - WATER</b>                        |                         |        |        |   |                  |
| CONTRACTUAL SVC                                 | CONTRACTUAL SERVICES    |        |        |   | 111.82           |
| CONTRACTUAL SVC                                 | CONTRACTUAL SERVICES    |        |        |   | 16.58            |
|   |                         |        |        | <b>Fund 641 - WATER Total:</b>  | <b>128.40</b>    |
|   |                         |        |        | <b>Vendor 00075 - PROTEX CENTRAL, INC. Total:</b>                     | <b>342.65</b>    |
| <b>Vendor: 00266 - QUILL CORPORATION</b>        |                         |        |        |   |                  |
| <b>Fund: 111 - GENERAL</b>                      |                         |        |        |   |                  |
| DEPT SUPPL                                      | DEPARTMENT SUPPLIES     |        |        |   | 43.89            |
| DEPT SUPPL                                      | DEPARTMENT SUPPLIES     |        |        |   | 43.89            |
|   |                         |        |        | <b>Fund 111 - GENERAL Total:</b>                                      | <b>87.78</b>     |
|   |                         |        |        | <b>Vendor 00266 - QUILL CORPORATION Total:</b>                        | <b>87.78</b>     |
| <b>Vendor: 04576 - REGANIS AUTO CENTER, INC</b> |                         |        |        |   |                  |
| <b>Fund: 111 - GENERAL</b>                      |                         |        |        |   |                  |
| VEH MAINT                                       | VEHICLE MAINTENANCE     |        |        |   | 44.95            |
|   |                         |        |        | <b>Fund 111 - GENERAL Total:</b>                                      | <b>44.95</b>     |
| <b>Fund: 212 - TRANSPORTATION</b>               |                         |        |        |   |                  |
| NOZZLE FOR PICKUP                               | VEHICLE MAINTENANCE     |        |        |   | 44.50            |
|   |                         |        |        | <b>Fund 212 - TRANSPORTATION Total:</b>                               | <b>44.50</b>     |
|   |                         |        |        | <b>Vendor 04576 - REGANIS AUTO CENTER, INC Total:</b>                 | <b>89.45</b>     |
| <b>Vendor: 04089 - REGIONAL CARE INC</b>        |                         |        |        |   |                  |
| <b>Fund: 812 - HEALTH INSURANCE</b>             |                         |        |        |   |                  |
| CLAIMS  | CLAIMS EXPENSE          |        |        |   | 38,395.61        |
| HEALTH INS. PREMIUM                             | PREMIUM EXPENSE         |        |        |   | 38,806.25        |
| FLEX FUNDING                                    | FLEXIBLE BENFT EXPENSES |        |        |   | 460.00           |
| claims  | CLAIMS EXPENSE          |        |        |   | 8,985.58         |
|   |                         |        |        | <b>Fund 812 - HEALTH INSURANCE Total:</b>                             | <b>86,647.44</b> |
|   |                         |        |        | <b>Vendor 04089 - REGIONAL CARE INC Total:</b>                        | <b>86,647.44</b> |



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| Description (Payable)  | Account Name           | (None) | (None) | (None)   | Amount           |
|--|------------------------|--------|--------|--|------------------|
| <b>Vendor: 08204 - RIVERSIDE ZOOLOGICAL FOUNDATION</b>         |                        |        |        |  |                  |
| <b>Fund: 111 - GENERAL</b>                                     |                        |        |        |  |                  |
| CONTRACTUAL  | CONTRACTUAL SERVICES   |        |        |  | 87,500.00        |
|  |                        |        |        | <b>Fund 111 - GENERAL Total:</b>                                     | <b>87,500.00</b> |
|  |                        |        |        | <b>Vendor 08204 - RIVERSIDE ZOOLOGICAL FOUNDATION Total:</b>         | <b>87,500.00</b> |
| <br>   |                        |        |        |  |                  |
| <b>Vendor: 00366 - ROOSEVELT PUBLIC POWER DISTRICT</b>         |                        |        |        |  |                  |
| <b>Fund: 641 - WATER</b>                                       |                        |        |        |  |                  |
| ELECTRIC POWER   | ELECTRIC POWER         |        |        |  | 2,716.95         |
|  |                        |        |        | <b>Fund 641 - WATER Total:</b>                                       | <b>2,716.95</b>  |
|  |                        |        |        | <b>Vendor 00366 - ROOSEVELT PUBLIC POWER DISTRICT Total:</b>         | <b>2,716.95</b>  |
| <br>   |                        |        |        |  |                  |
| <b>Vendor: 00026 - S M E C</b>                                 |                        |        |        |  |                  |
| <b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>                  |                        |        |        |  |                  |
| EMPLOYEE DEDUCTION   | SMEC EE PAYABLE        |        |        |  | 179.50           |
|  |                        |        |        | <b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>                  | <b>179.50</b>    |
|  |                        |        |        | <b>Vendor 00026 - S M E C Total:</b>                                 | <b>179.50</b>    |
| <br>   |                        |        |        |  |                  |
| <b>Vendor: 00257 - SANDBERG IMPLEMENT, INC</b>                 |                        |        |        |  |                  |
| <b>Fund: 111 - GENERAL</b>                                     |                        |        |        |  |                  |
| EQUIP MAINT  | EQUIPMENT MAINTENANCE  |        |        |  | 7.00             |
|  |                        |        |        | <b>Fund 111 - GENERAL Total:</b>                                     | <b>7.00</b>      |
|  |                        |        |        | <b>Vendor 00257 - SANDBERG IMPLEMENT, INC Total:</b>                 | <b>7.00</b>      |
| <br>   |                        |        |        |  |                  |
| <b>Vendor: 02531 - SCB FIREFIGHTERS UNION LOCAL 1454</b>       |                        |        |        |  |                  |
| <b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>                  |                        |        |        |  |                  |
| FIRE EE DUES   | FIRE UNION DUES EE PAY |        |        |  | 180.00           |
|  |                        |        |        | <b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>                  | <b>180.00</b>    |
|  |                        |        |        | <b>Vendor 02531 - SCB FIREFIGHTERS UNION LOCAL 1454 Total:</b>       | <b>180.00</b>    |
| <br>   |                        |        |        |  |                  |
| <b>Vendor: 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION</b> |                        |        |        |  |                  |
| <b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>                  |                        |        |        |  |                  |
| POLICE EE DUES   | POL UNION DUES EE PAY  |        |        |  | 528.00           |
|  |                        |        |        | <b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>                  | <b>528.00</b>    |
|  |                        |        |        | <b>Vendor 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION Total:</b> | <b>528.00</b>    |
| <br>   |                        |        |        |  |                  |
| <b>Vendor: 00684 - SHERIFF'S OFFICE</b>                        |                        |        |        |  |                  |
| <b>Fund: 111 - GENERAL</b>                                     |                        |        |        |  |                  |
| LEGAL  | LEGAL FEES             |        |        |  | 289.50           |
|  |                        |        |        | <b>Fund 111 - GENERAL Total:</b>                                     | <b>289.50</b>    |
|  |                        |        |        | <b>Vendor 00684 - SHERIFF'S OFFICE Total:</b>                        | <b>289.50</b>    |
| <br>   |                        |        |        |  |                  |
| <b>Vendor: 00786 - SHERWIN WILLIAMS</b>                        |                        |        |        |  |                  |
| <b>Fund: 212 - TRANSPORTATION</b>                              |                        |        |        |  |                  |
| YELLOW & WHITE LATEX PAINT                                     | STREET REPAIR SUPPLIES |        |        |  | 4,868.50         |
|  |                        |        |        | <b>Fund 212 - TRANSPORTATION Total:</b>                              | <b>4,868.50</b>  |
|  |                        |        |        | <b>Vendor 00786 - SHERWIN WILLIAMS Total:</b>                        | <b>4,868.50</b>  |
| <br>   |                        |        |        |  |                  |
| <b>Vendor: 01031 - SIMON CONTRACTORS</b>                       |                        |        |        |  |                  |
| <b>Fund: 212 - TRANSPORTATION</b>                              |                        |        |        |  |                  |
| CONCRETE FOR STREET REPAIR                                     | STREET MAINTENANCE     |        |        |  | 155.00           |
| CONCRETE FOR STREET REPAIR                                     | STREET MAINTENANCE     |        |        |  | 544.50           |
| CONCRETE FOR STREET REPAIR                                     | STREET MAINTENANCE     |        |        |  | 1,140.00         |
| CONCRETE FOR STREET REPAIR                                     | STREET MAINTENANCE     |        |        |  | 912.00           |
| CONCRETE FOR STREET REPAIR                                     | STREET MAINTENANCE     |        |        |  | 396.00           |
| CONCRETE FOR STREET REPAIR                                     | STREET MAINTENANCE     |        |        |  | 468.00           |
| CONCRETE FOR STREET REPAIR                                     | STREET MAINTENANCE     |        |        |  | 416.00           |
| CONCRETE FOR STREET REPAIR                                     | STREET MAINTENANCE     |        |        |  | 792.00           |
| CONCRETE FOR STREET REPAIR                                     | STREET MAINTENANCE     |        |        |  | 681.25           |
| CONCRETE FOR STREET REPAIR                                     | STREET MAINTENANCE     |        |        |  | 930.00           |
| GRAVEL FOR ALLEYS  | STREET REPAIR SUPPLIES |        |        |  | 405.30           |
| CONCRETE FOR STREET REPAIR                                     | STREET MAINTENANCE     |        |        |  | 5.00             |
| CONCRETE FOR STREET REPAIR                                     | STREET MAINTENANCE     |        |        |  | 297.00           |

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|---|-----------------------|--------|--------|---|-----------------|
| CONCRETE FOR STREET REPAIR                    | STREET MAINTENANCE    |        |        |   | 656.50          |
| CONCRETE FOR STREET REPAIR                    | STREET MAINTENANCE    |        |        |   | 1,140.00        |
| CONCRETE FOR STREET REPAIR                    | STREET MAINTENANCE    |        |        |   | 855.00          |
|   |                       |        |        | <b>Fund 212 - TRANSPORTATION Total:</b>             | <b>9,793.55</b> |
|   |                       |        |        | <b>Vendor 01031 - SIMON CONTRACTORS Total:</b>      | <b>9,793.55</b> |
| <b>Vendor: 00513 - SNELL SERVICES INC.</b>    |                       |        |        |   |                 |
| <b>Fund: 621 - ENVIRONMENTAL SERVICES</b>     |                       |        |        |   |                 |
| equip mtnc                                    | EQUIPMENT MAINTENANCE |        |        |   | 513.80          |
|   |                       |        |        | <b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>     | <b>513.80</b>   |
|   |                       |        |        | <b>Vendor 00513 - SNELL SERVICES INC. Total:</b>    | <b>513.80</b>   |
| <b>Vendor: 00269 - SOURCE GAS</b>             |                       |        |        |   |                 |
| <b>Fund: 111 - GENERAL</b>                    |                       |        |        |   |                 |
| Monthly Energy Fuel                           | HEATING FUEL          |        |        |   | 38.35           |
| Monthly Energy Fuel                           | HEATING FUEL          |        |        |   | 49.39           |
| Monthly Energy Fuel                           | HEATING FUEL          |        |        |   | 31.01           |
| Monthly Energy Fuel                           | HEATING FUEL          |        |        |   | 49.39           |
| Monthly Energy Fuel                           | HEATING FUEL          |        |        |   | 83.02           |
| Monthly Energy Fuel                           | HEATING FUEL          |        |        |   | 52.01           |
| Monthly Energy Fuel                           | HEATING FUEL          |        |        |   | 109.57          |
|   |                       |        |        | <b>Fund 111 - GENERAL Total:</b>                    | <b>412.74</b>   |
| <b>Fund: 212 - TRANSPORTATION</b>             |                       |        |        |   |                 |
| Monthly Energy Fuel                           | HEATING FUEL          |        |        |   | 294.01          |
|   |                       |        |        | <b>Fund 212 - TRANSPORTATION Total:</b>             | <b>294.01</b>   |
| <b>Fund: 641 - WATER</b>                      |                       |        |        |   |                 |
| Monthly Energy Fuel                           | HEATING FUEL          |        |        |   | 134.00          |
|   |                       |        |        | <b>Fund 641 - WATER Total:</b>                      | <b>134.00</b>   |
|   |                       |        |        | <b>Vendor 00269 - SOURCE GAS Total:</b>             | <b>840.75</b>   |
| <b>Vendor: 09039 - SPECIAL INVESTIGATIONS</b> |                       |        |        |   |                 |
| <b>Fund: 111 - GENERAL</b>                    |                       |        |        |   |                 |
| CONTRACTUAL                                   | CONTRACTUAL SERVICES  |        |        |   | 85.93           |
|   |                       |        |        | <b>Fund 111 - GENERAL Total:</b>                    | <b>85.93</b>    |
|   |                       |        |        | <b>Vendor 09039 - SPECIAL INVESTIGATIONS Total:</b> | <b>85.93</b>    |
| <b>Vendor: 00054 - STATE HEALTH LAB</b>       |                       |        |        |   |                 |
| <b>Fund: 641 - WATER</b>                      |                       |        |        |   |                 |
| SAMPLES                                       | SAMPLES               |        |        |   | 7,461.00        |
|   |                       |        |        | <b>Fund 641 - WATER Total:</b>                      | <b>7,461.00</b> |
|   |                       |        |        | <b>Vendor 00054 - STATE HEALTH LAB Total:</b>       | <b>7,461.00</b> |
| <b>Vendor: 01235 - STATE OF NE.</b>           |                       |        |        |   |                 |
| <b>Fund: 111 - GENERAL</b>                    |                       |        |        |   |                 |
| CONTRACTUAL                                   | CONTRACTUAL SERVICES  |        |        |   | 105.00          |
| CONTRACTUAL                                   | CONTRACTUAL SERVICES  |        |        |   | 105.00          |
| CONTRACTUAL                                   | CONTRACTUAL SERVICES  |        |        |   | 105.00          |
| CONTRACTUAL                                   | CONTRACTUAL SERVICES  |        |        |   | 105.00          |
|   |                       |        |        | <b>Fund 111 - GENERAL Total:</b>                    | <b>420.00</b>   |
|   |                       |        |        | <b>Vendor 01235 - STATE OF NE. Total:</b>           | <b>420.00</b>   |
| <b>Vendor: 09689 - THE SUPPLY CACHE INC</b>   |                       |        |        |   |                 |
| <b>Fund: 111 - GENERAL</b>                    |                       |        |        |   |                 |
| DEPT SUPPL                                    | DEPARTMENT SUPPLIES   |        |        |   | 616.50          |
|   |                       |        |        | <b>Fund 111 - GENERAL Total:</b>                    | <b>616.50</b>   |
|   |                       |        |        | <b>Vendor 09689 - THE SUPPLY CACHE INC Total:</b>   | <b>616.50</b>   |

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|---|----------------------|--------|--------|---|-----------------|
| <b>Vendor: 06884 - TOTAL LANDSCAPE CONCEPTS</b>           |                      |        |        |   |                 |
| <b>Fund: 661 - STORMWATER</b>                             |                      |        |        |   |                 |
| DEPT SUP  | DEPARTMENT SUPPLIES  |        |        |   | 227.98          |
|   |                      |        |        | <b>Fund 661 - STORMWATER Total:</b>                             | <b>227.98</b>   |
|   |                      |        |        | <b>Vendor 06884 - TOTAL LANDSCAPE CONCEPTS Total:</b>           | <b>227.98</b>   |
| <b>Vendor: 07537 - TRANS IOWA EQUIPMENT LLC</b>           |                      |        |        |   |                 |
| <b>Fund: 631 - WASTEWATER</b>                             |                      |        |        |   |                 |
| VEH MAINT   | VEHICLE MAINTENANCE  |        |        |   | 268.67          |
|   |                      |        |        | <b>Fund 631 - WASTEWATER Total:</b>                             | <b>268.67</b>   |
|   |                      |        |        | <b>Vendor 07537 - TRANS IOWA EQUIPMENT LLC Total:</b>           | <b>268.67</b>   |
| <b>Vendor: 00834 - TWIN CITIES DEVELOPMENT ASSOC, INC</b> |                      |        |        |   |                 |
| <b>Fund: 224 - ECONOMIC DEVELOPMENT</b>                   |                      |        |        |   |                 |
| CONTRACT  | CONTRACTUAL SERVICES |        |        |   | 7,000.00        |
|   |                      |        |        | <b>Fund 224 - ECONOMIC DEVELOPMENT Total:</b>                   | <b>7,000.00</b> |
|   |                      |        |        | <b>Vendor 00834 - TWIN CITIES DEVELOPMENT ASSOC, INC Total:</b> | <b>7,000.00</b> |
| <b>Vendor: 08821 - TYLER TECHNOLOGIES, INC</b>            |                      |        |        |   |                 |
| <b>Fund: 111 - GENERAL</b>                                |                      |        |        |   |                 |
| UB FORMS - TRAINING                                       | CONTRACTUAL SERVICES |        |        |   | 137.50          |
| ONLINE UB FEES  | CONTRACTUAL SERVICES |        |        |   | 87.00           |
|   |                      |        |        | <b>Fund 111 - GENERAL Total:</b>                                | <b>224.50</b>   |
| <b>Fund: 621 - ENVIRONMENTAL SERVICES</b>                 |                      |        |        |   |                 |
| ONLINE UB FEES  | CONTRACTUAL SERVICES |        |        |   | 87.00           |
|   |                      |        |        | <b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>                 | <b>87.00</b>    |
| <b>Fund: 631 - WASTEWATER</b>                             |                      |        |        |   |                 |
| ONLINE UB FEES  | CONTRACTUAL SERVICES |        |        |   | 87.00           |
|   |                      |        |        | <b>Fund 631 - WASTEWATER Total:</b>                             | <b>87.00</b>    |
| <b>Fund: 641 - WATER</b>                                  |                      |        |        |   |                 |
| ONLINE UB FEES  | CONTRACTUAL SERVICES |        |        |   | 87.00           |
|   |                      |        |        | <b>Fund 641 - WATER Total:</b>                                  | <b>87.00</b>    |
|   |                      |        |        | <b>Vendor 08821 - TYLER TECHNOLOGIES, INC Total:</b>            | <b>485.50</b>   |
| <b>Vendor: 00195 - UNITED STATES WELDING, INC</b>         |                      |        |        |   |                 |
| <b>Fund: 621 - ENVIRONMENTAL SERVICES</b>                 |                      |        |        |   |                 |
| dept supplies   | DEPARTMENT SUPPLIES  |        |        |   | 1,470.27        |
| dept supplies   | DEPARTMENT SUPPLIES  |        |        |   | 234.74          |
|   |                      |        |        | <b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>                 | <b>1,705.01</b> |
|   |                      |        |        | <b>Vendor 00195 - UNITED STATES WELDING, INC Total:</b>         | <b>1,705.01</b> |
| <b>Vendor: 08828 - US BANK</b>                            |                      |        |        |   |                 |
| <b>Fund: 111 - GENERAL</b>                                |                      |        |        |   |                 |
| Hazardous material response s...                          | DEPARTMENT SUPPLIES  |        |        |   | 528.63          |
| SCHOOL & CONF   | SCHOOL & CONFERENCE  |        |        |   | 509.00          |
| SCHOO & CONF  | SCHOOL & CONFERENCE  |        |        |   | 218.17          |
| two EMT books   | DEPARTMENT SUPPLIES  |        |        |   | 292.73          |
| POSTAGE   | POSTAGE              |        |        |   | 33.35           |
| GASOLINE  | GASOLINE             |        |        |   | 32.65           |
| GASOLINE  | GASOLINE             |        |        |   | 29.29           |
| fuel for Murphy Lincoln training                          | GASOLINE             |        |        |   | 34.15           |
| DEPT SUPP   | DEPARTMENT SUPPLIES  |        |        |   | 184.90          |
| fuel for Murphy Lincoln training                          | GASOLINE             |        |        |   | 17.00           |
| fuel for lincoln training-Murphy                          | GASOLINE             |        |        |   | 31.50           |
| CONFERENCE  | SCHOOL & CONFERENCE  |        |        |   | 328.36          |
|   |                      |        |        | <b>Fund 111 - GENERAL Total:</b>                                | <b>2,239.73</b> |
| <b>Fund: 661 - STORMWATER</b>                             |                      |        |        |   |                 |
| CONTRACTUAL SVC   | CONTRACTUAL SERVICES |        |        |   | 101.55          |
|   |                      |        |        | <b>Fund 661 - STORMWATER Total:</b>                             | <b>101.55</b>   |
|   |                      |        |        | <b>Vendor 08828 - US BANK Total:</b>                            | <b>2,341.28</b> |

Expense Approval Report

Post Dates: 09/20/2016 - 10/03/2016

| Description (Payable)                                      | Account Name           | (None) | (None) | (None)   | Amount            |
|--|------------------------|--------|--------|--|-------------------|
| <b>Vendor: 09600 - USGS NATIONAL CENTER MS 270</b>         |                        |        |        |  |                   |
| <b>Fund: 631 - WASTEWATER</b>                              |                        |        |        |  |                   |
| CONTRACTUAL SVC  | CONTRACTUAL SERVICES   |        |        |  | 4,208.34          |
|  |                        |        |        | <b>Fund 631 - WASTEWATER Total:</b>                              | <b>4,208.34</b>   |
| <b>Fund: 641 - WATER</b>                                   |                        |        |        |  |                   |
| CONTRACTUAL SVC  | CONTRACTUAL SERVICES   |        |        |  | 4,208.33          |
|  |                        |        |        | <b>Fund 641 - WATER Total:</b>                                   | <b>4,208.33</b>   |
| <b>Fund: 661 - STORMWATER</b>                              |                        |        |        |  |                   |
| CONTRACTUAL SVC  | CONTRACTUAL SERVICES   |        |        |  | 4,208.33          |
|  |                        |        |        | <b>Fund 661 - STORMWATER Total:</b>                              | <b>4,208.33</b>   |
|  |                        |        |        | <b>Vendor 09600 - USGS NATIONAL CENTER MS 270 Total:</b>         | <b>12,625.00</b>  |
| <b>Vendor: 00166 - Vantagepoint Transfer Agents-300793</b> |                        |        |        |  |                   |
| <b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>              |                        |        |        |  |                   |
| DEF COMP   | DEFERRED COMP EE PAY   |        |        |  | 945.00            |
|  |                        |        |        | <b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>              | <b>945.00</b>     |
|  |                        |        |        | <b>Vendor 00166 - Vantagepoint Transfer Agents-300793 Total:</b> | <b>945.00</b>     |
| <b>Vendor: 09614 - Vantagepoint Transfer Agents-705437</b> |                        |        |        |  |                   |
| <b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>              |                        |        |        |  |                   |
| ROTH IRA   | DEFERRED COMP EE PAY   |        |        |  | 530.00            |
|  |                        |        |        | <b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>              | <b>530.00</b>     |
|  |                        |        |        | <b>Vendor 09614 - Vantagepoint Transfer Agents-705437 Total:</b> | <b>530.00</b>     |
| <b>Vendor: 09698 - WAGNER RITA</b>                         |                        |        |        |  |                   |
| <b>Fund: 641 - WATER</b>                                   |                        |        |        |  |                   |
| REFUND   | SALES & SERVICE        |        |        |  | 35.80             |
|  |                        |        |        | <b>Fund 641 - WATER Total:</b>                                   | <b>35.80</b>      |
|  |                        |        |        | <b>Vendor 09698 - WAGNER RITA Total:</b>                         | <b>35.80</b>      |
| <b>Vendor: 03674 - WELLS FARGO BANK, N.A.</b>              |                        |        |        |  |                   |
| <b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>              |                        |        |        |  |                   |
| RETIREMENT   | REGULAR RETIRE EE PAY  |        |        |  | 6,662.14          |
| RETIREMENT   | REGULAR RETIRE EE PAY  |        |        |  | 7,058.04          |
| RETIREMENT   | RETIRE FIRE EE PAYABLE |        |        |  | 2,559.93          |
| RETIREMENT   | RETIRE FIRE EE PAYABLE |        |        |  | 4,325.87          |
| RETIREMENT   | RETIRE POLICE EE PAY   |        |        |  | 4,952.12          |
| RETIREMENT   | RETIRE POLICE EE PAY   |        |        |  | 5,286.19          |
|  |                        |        |        | <b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>              | <b>30,844.29</b>  |
|  |                        |        |        | <b>Vendor 03674 - WELLS FARGO BANK, N.A. Total:</b>              | <b>30,844.29</b>  |
| <b>Vendor: 00213 - WESTERN COOPERATIVE COMPANY</b>         |                        |        |        |  |                   |
| <b>Fund: 111 - GENERAL</b>                                 |                        |        |        |  |                   |
| EQUIP MAINT  | EQUIPMENT MAINTENANCE  |        |        |  | 23.00             |
|  |                        |        |        | <b>Fund 111 - GENERAL Total:</b>                                 | <b>23.00</b>      |
|  |                        |        |        | <b>Vendor 00213 - WESTERN COOPERATIVE COMPANY Total:</b>         | <b>23.00</b>      |
| <b>Vendor: 06089 - WESTERN COOPERATIVE COMPANY</b>         |                        |        |        |  |                   |
| <b>Fund: 621 - ENVIRONMENTAL SERVICES</b>                  |                        |        |        |  |                   |
| contractual services                                       | CONTRACTUAL SERVICES   |        |        |  | 65.79             |
|  |                        |        |        | <b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>                  | <b>65.79</b>      |
|  |                        |        |        | <b>Vendor 06089 - WESTERN COOPERATIVE COMPANY Total:</b>         | <b>65.79</b>      |
| <b>Vendor: 03379 - ZM LUMBER INC</b>                       |                        |        |        |  |                   |
| <b>Fund: 111 - GENERAL</b>                                 |                        |        |        |  |                   |
| DEPT SUPP  | DEPARTMENT SUPPLIES    |        |        |  | 11.52             |
|  |                        |        |        | <b>Fund 111 - GENERAL Total:</b>                                 | <b>11.52</b>      |
|  |                        |        |        | <b>Vendor 03379 - ZM LUMBER INC Total:</b>                       | <b>11.52</b>      |
|  |                        |        |        | <b>Grand Total:</b>  | <b>635,841.59</b> |

## Report Summary

## Fund Summary

| Fund                         | Expense Amount    | Payment Amount    |
|------------------------------|-------------------|-------------------|
| 111 - GENERAL                | 123,455.73        | 0.00              |
| 212 - TRANSPORTATION         | 27,104.82         | 0.00              |
| 213 - CEMETERY               | 5,243.86          | 0.00              |
| 216 - BUSINESS IMPROVEMENT   | 758.89            | 0.00              |
| 223 - KENO                   | 249.00            | 0.00              |
| 224 - ECONOMIC DEVELOPMENT   | 95,000.00         | 0.00              |
| 621 - ENVIRONMENTAL SERVICES | 69,549.41         | 95.07             |
| 631 - WASTEWATER             | 75,506.95         | 95.07             |
| 641 - WATER                  | 38,672.50         | 95.07             |
| 661 - STORMWATER             | 4,862.95          | 0.00              |
| 713 - CASH & INVESTMENT POOL | 108,789.22        | 108,789.22        |
| 721 - GIS SERVICES           | 0.82              | 0.00              |
| 812 - HEALTH INSURANCE       | 86,647.44         | 47,841.19         |
| <b>Grand Total:</b>          | <b>635,841.59</b> | <b>156,915.62</b> |

## Account Summary

| Account Number | Account Name           | Expense Amount | Payment Amount |
|----------------|------------------------|----------------|----------------|
| 111-42201-171  | CAMPGROUND FEES        | 128.57         | 0.00           |
| 111-52111-111  | DEPARTMENT SUPPLIES    | 179.17         | 0.00           |
| 111-52111-121  | DEPARTMENT SUPPLIES    | 202.82         | 0.00           |
| 111-52111-141  | DEPARTMENT SUPPLIES    | 2,331.24       | 0.00           |
| 111-52111-142  | DEPARTMENT SUPPLIES    | 173.29         | 0.00           |
| 111-52111-143  | DEPARTMENT SUPPLIES    | 655.44         | 0.00           |
| 111-52111-151  | DEPARTMENT SUPPLIES    | 408.44         | 0.00           |
| 111-52111-171  | DEPARTMENT SUPPLIES    | 17.99          | 0.00           |
| 111-52111-172  | DEPARTMENT SUPPLIES    | 2,000.25       | 0.00           |
| 111-52121-151  | JANITORIAL SUPPLIES    | 230.59         | 0.00           |
| 111-52121-171  | JANITORIAL SUPPLIES    | 298.77         | 0.00           |
| 111-52181-141  | UNIFORMS & CLOTHING    | 494.76         | 0.00           |
| 111-52181-142  | UNIFORMS & CLOTHING    | 235.97         | 0.00           |
| 111-52222-151  | BOOKS                  | 4,733.27       | 0.00           |
| 111-52411-112  | POSTAGE                | 0.21           | 0.00           |
| 111-52411-142  | POSTAGE                | 33.35          | 0.00           |
| 111-52511-121  | GASOLINE               | 21.92          | 0.00           |
| 111-52511-141  | GASOLINE               | 113.70         | 0.00           |
| 111-52511-142  | GASOLINE               | 3,048.02       | 0.00           |
| 111-52511-143  | GASOLINE               | 167.50         | 0.00           |
| 111-52511-171  | GASOLINE               | 1,320.15       | 0.00           |
| 111-52521-171  | OTHER FUEL             | 1,708.75       | 0.00           |
| 111-53111-111  | CONTRACTUAL SERVICES   | 137.50         | 0.00           |
| 111-53111-112  | CONTRACTUAL SERVICES   | 450.00         | 0.00           |
| 111-53111-116  | CONTRACTUAL SERVICES   | 87.00          | 0.00           |
| 111-53111-121  | CONTRACTUAL SERVICES   | 2,730.00       | 0.00           |
| 111-53111-142  | CONTRACTUAL SERVICES   | 5,529.81       | 0.00           |
| 111-53111-171  | CONTRACTUAL SERVICES   | 2,742.17       | 0.00           |
| 111-53111-172  | CONTRACTUAL SERVICES   | 87,500.00      | 0.00           |
| 111-53161-115  | LEGAL PUBLICATIONS     | 487.26         | 0.00           |
| 111-53161-121  | LEGAL PUBLICATIONS     | 66.82          | 0.00           |
| 111-53161-151  | LEGAL PUBLICATIONS     | 13.36          | 0.00           |
| 111-53211-114  | LEGAL FEES             | 289.50         | 0.00           |
| 111-53421-141  | BUILDING MAINTENANCE   | 135.25         | 0.00           |
| 111-53421-142  | BUILDING MAINTENANCE   | 10.25          | 0.00           |
| 111-53421-172  | BUILDING MAINTENANCE   | 355.00         | 0.00           |
| 111-53441-171  | EQUIPMENT MAINTENAN... | 206.78         | 0.00           |
| 111-53451-141  | VEHICLE MAINTENANCE    | 79.11          | 0.00           |
| 111-53451-142  | VEHICLE MAINTENANCE    | 118.79         | 0.00           |
| 111-53451-171  | VEHICLE MAINTENANCE    | 23.03          | 0.00           |

## Account Summary

| Account Number | Account Name           | Expense Amount | Payment Amount |
|----------------|------------------------|----------------|----------------|
| 111-53521-111  | HEATING FUEL           | 38.35          | 0.00           |
| 111-53521-141  | HEATING FUEL           | 49.39          | 0.00           |
| 111-53521-142  | HEATING FUEL           | 80.40          | 0.00           |
| 111-53521-151  | HEATING FUEL           | 83.02          | 0.00           |
| 111-53521-171  | HEATING FUEL           | 52.01          | 0.00           |
| 111-53521-172  | HEATING FUEL           | 109.57         | 0.00           |
| 111-53561-111  | TELEPHONE              | 9.51           | 0.00           |
| 111-53561-112  | TELEPHONE              | 1.68           | 0.00           |
| 111-53561-114  | TELEPHONE              | 25.37          | 0.00           |
| 111-53561-115  | TELEPHONE              | 1.60           | 0.00           |
| 111-53561-116  | TELEPHONE              | 0.94           | 0.00           |
| 111-53561-121  | TELEPHONE              | 8.95           | 0.00           |
| 111-53561-141  | TELEPHONE              | 6.16           | 0.00           |
| 111-53561-142  | TELEPHONE              | 560.85         | 0.00           |
| 111-53561-143  | TELEPHONE              | 6.57           | 0.00           |
| 111-53561-151  | TELEPHONE              | 16.66          | 0.00           |
| 111-53561-171  | TELEPHONE              | 6.03           | 0.00           |
| 111-53561-172  | TELEPHONE              | 2.35           | 0.00           |
| 111-53571-141  | CELLULAR PHONE         | 25.02          | 0.00           |
| 111-53631-142  | RENT-MACHINES          | 45.73          | 0.00           |
| 111-53711-114  | SCHOOL & CONFERENCE    | 739.21         | 0.00           |
| 111-53711-141  | SCHOOL & CONFERENCE    | 87.00          | 0.00           |
| 111-53711-142  | SCHOOL & CONFERENCE    | 504.72         | 0.00           |
| 111-53711-171  | SCHOOL & CONFERENCE    | 841.17         | 0.00           |
| 111-53721-171  | BUSINESS TRAVEL        | 44.22          | 0.00           |
| 111-53811-142  | BONDING                | 350.00         | 0.00           |
| 111-53831-172  | LIABILITY INSURANCE    | 50.00          | 0.00           |
| 111-53913-112  | RECRUITMENT            | 243.45         | 0.00           |
| 212-52111-212  | DEPARTMENT SUPPLIES    | 1,022.28       | 0.00           |
| 212-52171-212  | STREET REPAIR SUPPLIES | 5,273.80       | 0.00           |
| 212-52181-212  | UNIFORMS & CLOTHING    | 79.68          | 0.00           |
| 212-52511-212  | GASOLINE               | 1,146.93       | 0.00           |
| 212-52521-212  | OTHER FUEL             | 942.84         | 0.00           |
| 212-52531-212  | OIL & ANTIFREEZE       | 201.42         | 0.00           |
| 212-53161-212  | LEGAL PUBLICATIONS     | 82.97          | 0.00           |
| 212-53441-212  | EQUIPMENT MAINTENAN... | 8,523.81       | 0.00           |
| 212-53451-212  | VEHICLE MAINTENANCE    | 142.30         | 0.00           |
| 212-53491-212  | STREET MAINTENANCE     | 9,388.25       | 0.00           |
| 212-53521-212  | HEATING FUEL           | 294.01         | 0.00           |
| 212-53561-212  | TELEPHONE              | 6.53           | 0.00           |
| 213-52111-213  | DEPARTMENT SUPPLIES    | 4,517.18       | 0.00           |
| 213-52521-213  | OTHER FUEL             | 527.80         | 0.00           |
| 213-52999-213  | MISCELLANEOUS          | 190.00         | 0.00           |
| 213-53441-213  | EQUIPMENT MAINTENAN... | 6.42           | 0.00           |
| 213-53561-213  | TELEPHONE              | 2.46           | 0.00           |
| 216-53111-121  | CONTRACTUAL SERVICES   | 758.89         | 0.00           |
| 223-53111-113  | CONTRACTUAL SERVICES   | 249.00         | 0.00           |
| 224-53111-113  | CONTRACTUAL SERVICES   | 7,000.00       | 0.00           |
| 224-59111-114  | ECONOMIC DEVELOPME...  | 88,000.00      | 0.00           |
| 621-52111-621  | DEPARTMENT SUPPLIES    | 3,192.82       | 0.00           |
| 621-52411-621  | POSTAGE                | 95.07          | 95.07          |
| 621-52511-621  | GASOLINE               | 190.90         | 0.00           |
| 621-52521-621  | OTHER FUEL             | 7,379.39       | 0.00           |
| 621-53111-621  | CONTRACTUAL SERVICES   | 2,252.79       | 0.00           |
| 621-53193-621  | DISPOSAL FEES          | 900.00         | 0.00           |
| 621-53441-621  | EQUIPMENT MAINTENAN... | 1,912.63       | 0.00           |
| 621-53451-621  | VEHICLE MAINTENANCE    | 279.20         | 0.00           |
| 621-53561-621  | TELEPHONE              | 3.17           | 0.00           |

**Account Summary**

| <b>Account Number</b> | <b>Account Name</b>      | <b>Expense Amount</b> | <b>Payment Amount</b> |
|-----------------------|--------------------------|-----------------------|-----------------------|
| 621-54311-621         | STRUCTURES               | 53,343.44             | 0.00                  |
| 631-52111-631         | DEPARTMENT SUPPLIES      | 318.01                | 0.00                  |
| 631-52411-631         | POSTAGE                  | 95.07                 | 95.07                 |
| 631-52511-631         | GASOLINE                 | 524.03                | 0.00                  |
| 631-52521-631         | OTHER FUEL               | 659.50                | 0.00                  |
| 631-53111-631         | CONTRACTUAL SERVICES     | 5,018.28              | 0.00                  |
| 631-53451-631         | VEHICLE MAINTENANCE      | 321.41                | 0.00                  |
| 631-53531-631         | ELECTRIC POWER           | 15,244.25             | 0.00                  |
| 631-53561-631         | TELEPHONE                | 4.59                  | 0.00                  |
| 631-53711-631         | SCHOOL & CONFERENCE      | 100.00                | 0.00                  |
| 631-54311-631         | STRUCTURES               | 53,221.81             | 0.00                  |
| 641-46111-641         | SALES & SERVICE          | 35.80                 | 0.00                  |
| 641-52111-641         | DEPARTMENT SUPPLIES      | 1,601.25              | 0.00                  |
| 641-52116-641         | METERS                   | 4,135.60              | 0.00                  |
| 641-52117-641         | SAMPLES                  | 7,740.00              | 0.00                  |
| 641-52411-641         | POSTAGE                  | 233.15                | 95.07                 |
| 641-52511-641         | GASOLINE                 | 1,219.02              | 0.00                  |
| 641-52521-641         | OTHER FUEL               | 121.83                | 0.00                  |
| 641-52611-641         | CHEMICALS                | 2,688.25              | 0.00                  |
| 641-53111-641         | CONTRACTUAL SERVICES     | 4,697.28              | 0.00                  |
| 641-53441-641         | EQUIPMENT MAINTENAN...   | 589.47                | 0.00                  |
| 641-53451-641         | VEHICLE MAINTENANCE      | 31.07                 | 0.00                  |
| 641-53521-641         | HEATING FUEL             | 134.00                | 0.00                  |
| 641-53531-641         | ELECTRIC POWER           | 15,343.41             | 0.00                  |
| 641-53561-641         | TELEPHONE                | 2.37                  | 0.00                  |
| 641-53711-641         | SCHOOL & CONFERENCE      | 100.00                | 0.00                  |
| 661-52111-661         | DEPARTMENT SUPPLIES      | 227.98                | 0.00                  |
| 661-53111-661         | CONTRACTUAL SERVICES     | 4,633.63              | 0.00                  |
| 661-53561-661         | TELEPHONE                | 1.34                  | 0.00                  |
| 713-21512             | MEDICARE W/H EE PAYAB... | 7,284.24              | 7,284.24              |
| 713-21513             | FICA W/H EE PAYABLE      | 27,104.72             | 27,104.72             |
| 713-21514             | FED W/H EE PAYABLE       | 26,150.01             | 26,150.01             |
| 713-21517             | POL UNION DUES EE PAY    | 528.00                | 528.00                |
| 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          | 179.50                | 179.50                |
| 713-21527             | WAGE ATTACHMENT EE ...   | 149.12                | 149.12                |
| 713-21528             | REGULAR RETIRE EE PAY    | 13,720.18             | 13,720.18             |
| 713-21529             | DEFERRED COMP EE PAY     | 1,475.00              | 1,475.00              |
| 713-21531             | RETIRE FIRE EE PAYABLE   | 6,885.80              | 6,885.80              |
| 713-21533             | RETIRE POLICE EE PAY     | 10,238.31             | 10,238.31             |
| 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           | 1,268.75              | 1,268.75              |
| 721-53561-721         | TELEPHONE                | 0.82                  | 0.00                  |
| 812-53861-112         | PREMIUM EXPENSE          | 38,806.25             | 0.00                  |
| 812-53862-112         | CLAIMS EXPENSE           | 47,381.19             | 47,381.19             |
| 812-53863-112         | FLEXIBLE BENFT EXPENSES  | 460.00                | 460.00                |
|                       | <b>Grand Total:</b>      | <b>635,841.59</b>     | <b>156,915.62</b>     |

**Project Account Summary**

| <b>Project Account Key</b> | <b>Expense Amount</b> | <b>Payment Amount</b> |
|----------------------------|-----------------------|-----------------------|
| **None**                   | 542,310.07            | 156,915.62            |
| 1114253521                 | 109.57                | 0.00                  |
| 2117753111                 | 810.00                | 0.00                  |
| 2123153111                 | 249.00                | 0.00                  |
| 2147853111                 | 87,500.00             | 0.00                  |

**Project Account Summary**

| <b>Project Account Key</b> | <b>Expense Amount</b> | <b>Payment Amount</b> |
|----------------------------|-----------------------|-----------------------|
| 6002052111                 | 227.98                | 0.00                  |
| 6002053111                 | 4,539.88              | 0.00                  |
| 6002053561                 | 1.34                  | 0.00                  |
| 6002553111                 | 93.75                 | 0.00                  |
| <b>Grand Total:</b>        | <b>635,841.59</b>     | <b>156,915.62</b>     |



UTILITY REFUNDS 10-3-16

| Account #          | Status   | Contact         | Service Address                   | Refund Amount |
|--------------------|----------|-----------------|-----------------------------------|---------------|
| <u>015-4754-02</u> | Inactive | PATRICIA KOLLER | 4521 WILLMET DR SCOTTSBLUFF NE 69 | 56.12         |
| <u>080-0075-01</u> | Inactive | JANE A OURADA   | 2615 2ND AVE SCOTTSBLUFF NE 69361 | 2.73          |
| <u>015-1239-03</u> | Inactive | MICHELLE WILLEY | 3318 AVE H SCOTTSBLUFF NE 69361   | 10.6          |
| Total              |          |                 |                                   |               |
| 3                  |          |                 |                                   | \$69.45       |

# **City of Scottsbluff, Nebraska**

**Monday, October 3, 2016**

**Regular Meeting**

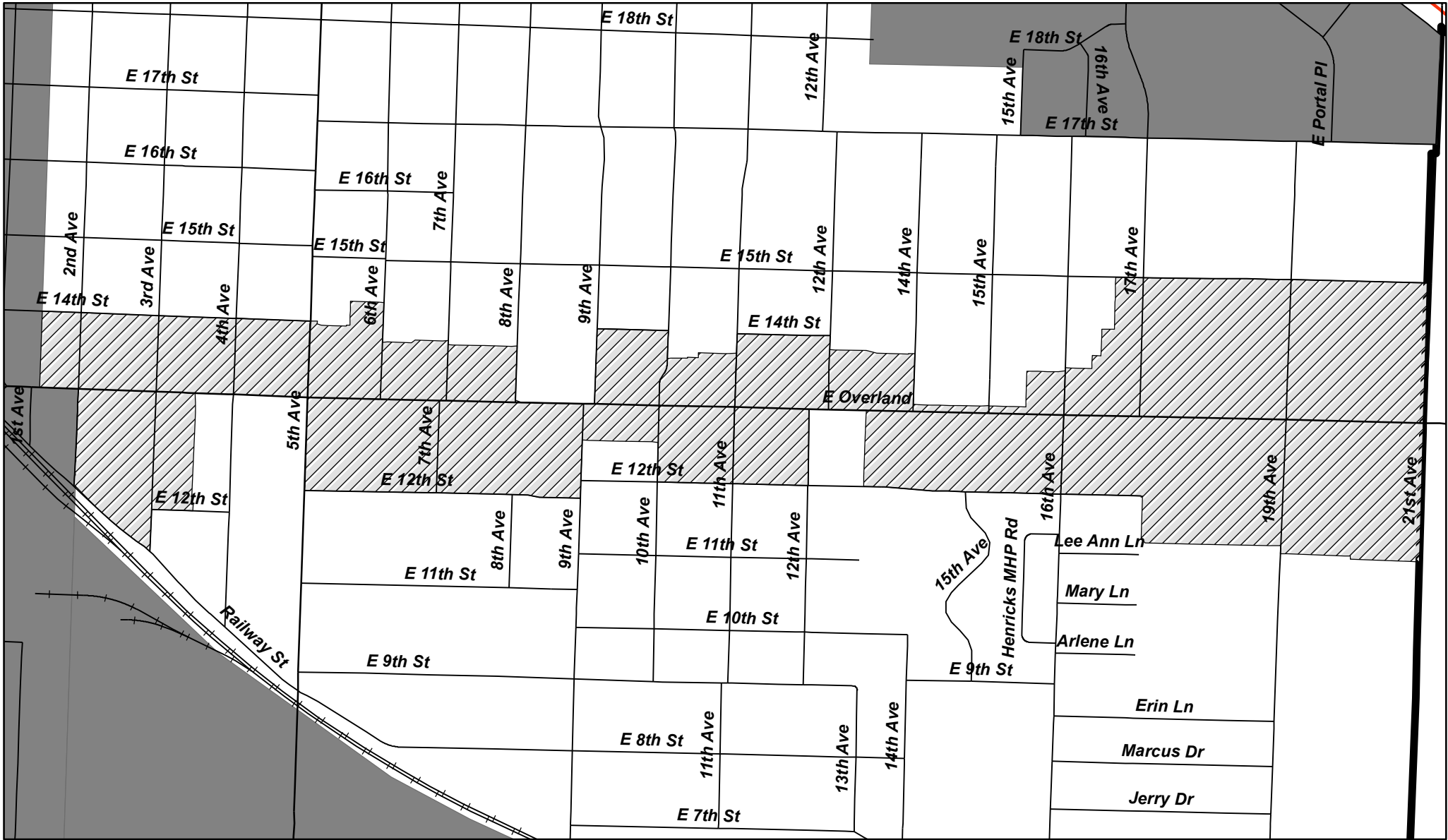
## **Item Pub. Hear.1**

**Council to conduct a public hearing at 6:05 p.m. to determine if the East Overland Corridor should be declared substandard and blighted.**

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

# East Overland Corridor Blight Study




N

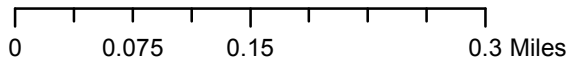


September 7, 2016

1:17,801

**Legend**

-  Blight Candidate
-  Current Blight Area
-  Corporate\_Limits



**Planning Commission Minutes  
Regular Scheduled Meeting  
September 12, 2016  
Scottsbluff, Nebraska**

The Planning Commission of the City of Scottsbluff, Nebraska met in a regular scheduled meeting on Monday, September 12, 2016, 6:00 p.m. in the City Hall Council Chambers, 2525 Circle Drive, Scottsbluff, Nebraska. A notice of the meeting had been published in the Star-Herald, a newspaper of general circulation in the City, on September 2, 2016. The notice stated the date, hour and place of the meeting, that the meeting would be open to the public, that anyone with a disability desiring reasonable accommodation to attend the Planning Commission meeting should contact the Development Services Department, and that an agenda of the meeting kept continuously current was available for public inspection at Development Services Department office; provided, the City Planning Commission could modify the agenda at the meeting if the business was determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been delivered to each Planning Commission member. An agenda kept continuously current was available for public inspection at the office of the Development Services Department at all times from publication to the time of the meeting.

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

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

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

**ITEM 4:** Business not on agenda: None

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

**ITEM 6:** The minutes of August 8, 2016 were reviewed and approved. A motion was made to accept the minutes by Gompert, and seconded by Huber. **"YEAS":** Chadwick, Aguillo, Huber, Westphal, Gompert, and Estrada **"NAYS":** None. **ABSTAIN:** Weber. **ABSENT:** Zitterkopf and Wayman. Motion carried.

**ITEM 7A:** The Planning Commission opened a public hearing to consider designating the East Overland Corridor as Blight and Substandard.

Annie Folck gave an overview of the study. One of the main goals set forth in the newly adopted Comprehensive Plan is redevelopment. Throughout the process of developing the Comprehensive Plan, residents made it clear that they believe the City should focus on improvements in the southeast area of town. Staff has taken the first step to pursue this goal by developing a Blight and Substandard Study for the East Overland Corridor. This study was written by Rick Kuckkahn while he was under contract with the City.

The study itself made it very clear that the area being considered for the Blight Designation meets the requirements laid out in state statute for such a designation. Not every property in the study area is in poor condition; however, of the 381 buildings surveyed as part of the study, 35% were classified as deteriorating, with another 17% that were dilapidated. In addition to more than half of the buildings surveyed being classified as deteriorating or dilapidated, there are many other issues in the area, such as a substandard street system with half streets and offset intersections that support argument for designating the area as blighted and substandard.

56 Once the East Overland Corridor is designated Blighted and Substandard, all properties within that area  
57 will have the ability to use Tax Increment Financing (TIF) in order to help finance redevelopment. TIF  
58 funds can be used to purchase property, demolish existing structures, and make any other site  
59 improvements necessary for development, such as utility improvements, paving, landscaping, etc. This is  
60 a valuable tool that the City is hoping will generate some interest with private developers to invest in the  
61 East Overland Corridor.

62  
63 To inform residents and business owners in this area of the proposed Blight and Substandard  
64 designation, the City held a redevelopment workshop at the Guadalupe Center on August 25th.  
65 Translators were available for Spanish speakers. About 20 people were in attendance, and City staff was  
66 able to answer their questions about the designation and how it affects property owners.

67  
68 Several residents were in attendance to speak about the proposed blight study. Robert Franco, a  
69 resident of Southeast Scottsbluff, stated that he is neither for nor against the blight study, but wanted  
70 more information about potential results of the designation. He stated that while TIF can help improve  
71 properties in the area, this can lead to higher property valuations for neighbors. He is concerned that  
72 increased valuations can cause some long-time residents to be taxed out of their homes. Additionally, a  
73 blight and substandard designation can make it easier for eminent domain to be used to force property  
74 owners to sell their property to make way for new development. Development can be good, because it is  
75 an older community, but the City needs to implement it in a way that benefits the community. The people  
76 who use TIF in the area will be mostly outside investors, not long-time residents and business owners.  
77 He is concerned that businesses that residents in other parts of town do not want will located on East  
78 Overland. He reiterated that he is neither for nor against the blight and substandard designation, and that  
79 these programs can be good, but they can also be bad.

80  
81 Astrid Munn spoke as well, stating that she believed that the meeting at the Guadalupe Center on August  
82 25<sup>th</sup> helped inform both English speaking and Spanish speaking residents of Southeast Scottsbluff. She  
83 stated that she appreciates that the City wants to make sure everyone understands the meaning behind  
84 the Blight and Substandard designation. She does not anticipate similar backlash from residents of  
85 Southeast Scottsbluff that the City has experienced when designating other areas of town as blighted and  
86 substandard. Southeast Scottsbluff is a very impoverished neighborhood, and while there is a lot of pride  
87 in the neighborhood, residents can see their vulnerabilities as well and she believes most would agree  
88 that the neighborhood is in need of improvement.

89  
90 Father Jonathan Sorenson, priest of Our Lady of Guadalupe Church, stated that while the neighborhood  
91 is not at all dangerous, it is definitely blighted. It is an older neighborhood that has seen better days, and  
92 many properties are in need of investment. Something needs to be done in the area, because many  
93 other residents of Scottsbluff perceive the area to be dangerous. Even though the area is not dangerous,  
94 that perception is bad for businesses in the area. The neighborhood is in need of help and  
95 redevelopment, and the Blight and Substandard designation will allow one tool, TIF, to help take down  
96 dilapidated buildings and encourage redevelopment. Area residents love their neighborhood, but they  
97 want to see more improvements, and they can't do it all by themselves. This designation can go a long  
98 way toward making improvements.

99  
100 Josefa Guadarrama stated that she has lived in Southeast Scottsbluff all her life. There is a history there  
101 of undesirable businesses, with East 9<sup>th</sup> Street being a former "red light district". In past years, there were  
102 efforts that got rid of the bars on 9<sup>th</sup> Street and it is now a much better neighborhood. However, the area  
103 has also lost grocery stores and other desirable businesses, and the neighborhood is now deteriorating  
104 because there is a lack of accountability for property owners to maintain their properties. There are many  
105 beautiful homes in the area, but some eyesores as well. Colley's auto repair is one of these, with weeds  
106 and junk cars, and it has been that way for over a year, and the police are not taking care of it. It would  
107 be nice to have a health clinic in the area, or a Mexican ethnic grocery store. The business district is  
108 currently known for car lots and restaurants, and residents would like for it to be known for something  
109 more. It would be great if the City could help the neighborhood because they need some nicer merchants  
110 down there.

111

112 Commissioner Westphal asked who wrote the study. Folck stated that the study was completed by Rick  
113 Kuckkahn while he was under contract with the City, and that the City's legal counsel had reviewed it.  
114

115 Commissioner Huber questioned whether TIF would be a part of this, and how it could work with several  
116 different properties and zoning districts involved. Commissioner Weber responded that this action by  
117 itself essential does nothing, just opens the door to tools like TIF being used in the future. The study will  
118 be in place so that if any specific developers step forward, they can utilize TIF without having to first go  
119 through the step of having the property declared blighted and substandard.  
120

121 Robert Franco stated that he was concerned about the types of businesses that might come in as result  
122 of the ability to use TIF, and that he didn't want to see businesses that residents in other parts of town did  
123 not want in their backyard coming to East Overland. Folck stated that there is a lot of C-3 zoning in the  
124 area already, so if businesses that are permitted uses in the C-3 zone want to come in, they can right  
125 now. However, the Comprehensive Plan shows future zoning as C-1, C-2, or R-1a, so if a developer  
126 came in and requested a rezone to M-1 or M-2, staff would recommend denying that request, as it would  
127 not be consistent with the Comprehensive Plan. The overall goal of this is to create more appropriate  
128 land uses for the commercial corridor that is adjacent to residential areas.  
129

130 Commissioner Estrada stated that there are many people in that area who have been in their homes for  
131 many years, and she understands the concern about rising property valuations possibly increasing the tax  
132 burden on these residents.  
133

134 Tim Reganis, a property owner along East Overland, stated that he is for designating the area as Blighted  
135 and Substandard, as it will help encourage investment and help improve the area. It would be great if TIF  
136 could be used as an incentive for a grocery store or convenience store to come into the area.  
137

138 **Conclusion:** A motion was made by Huber and seconded by Chadwick to recommend that Council  
139 approve the study that would designated the East Overland Corridor as blighted and substandard.  
140 "YEAS": Aguillo, Huber, Gompert, Westphal, Weber, Chadwick, and Estrada. "NAYS": None.  
141 ABSTAIN: None. ABSENT: Wayman and Zitterkopf. Motion carried.  
142

143 **ITEM 7B:** The applicant, Virginia Hilbers is requesting a special use permit to allow for a Daycare  
144 Center in an R-4 multi-family residential zoning district. The property is on the north side of 40<sup>th</sup> Street  
145 between Avenue B and Avenue D, and operating as Crossroads Corner Pre-school.  
146

147 Daycare Centers are listed under special permits uses in the R-4 heavy density multiple family residential  
148 zoning district with approval from the Planning Commission. The Fire Prevention Officer has inspected  
149 the business and made a positive recommendation of the Daycare. He also advised Ms. Hilbers that even  
150 though the business has been operating as a daycare for a few years it did need a special use permit as  
151 the facility has over twelve children and the facility does not meet the requirements of a home daycare.  
152

153 This property is licensed as a Daycare and has been used for Daycare since 2004. The Daycare is  
154 licensed for 67 children. Virginia Hilbers spoke, stating that she had been located there for 13 years, and  
155 did not realize that a Special Use Permit was necessary. Staff recommended approval of this special use  
156 permit because the daycare has been in place for many years, and the City has never received a  
157 complaint about it. The City's fire prevention officer also gave a positive recommendation, saying that the  
158 daycare met all life and safety requirements.  
159

160 **Conclusion:** A motion was made by Westphal and seconded by Gompert to approve the special use  
161 permit to allow for a Daycare Center at 317 W 40<sup>th</sup> Street in a R-4 Heavy Density Multiple Family  
162 Residential zoning district to Virginia Hilbers "YEAS": Aguillo, Huber, Westphal, Weber, Chadwick,  
163 Gompert, and Estrada. "NAYS": None. ABSTAIN: None. ABSENT: Zitterkopf, Wayman. Motion carried.  
164

165 **ITEM 7C:** The applicant(s), Danielle Darnell is requesting a special use permit to allow for a Permanent  
166 Cosmetics Facility in a R-1a single family residential zoning district. The property is on the corner of 1<sup>st</sup>  
167 Ave and 23<sup>rd</sup> Street, across the street from Bluffs Middle School.

168  
169 Permanent Cosmetics Facilities are listed under special permits uses in the R-1a single family residential  
170 zoning district with approval from the Planning Commission. This property previously operated as Lee's  
171 Skincare and Permanent Cosmetics and was licensed as a Body Art Facility in 2012. It sold to Danielle  
172 Darnell in 2015, who renamed the business to Wake Up N Makeup.

173  
174 The owners of the property have it licensed as a Body Art Facility.

175  
176 Morgan Bradley, representative of Wake Up N Makeup, spoke in favor of the Special Use Permit, stating  
177 that the business had been there for many years with no issues.

178  
179 **Conclusion:** A motion was made by Gompert and seconded by Westphal to approve the special use  
180 permit to allow for a Permanent Cosmetics Facility in the R-1a Single Family Residential zoning district at  
181 102 E 23<sup>rd</sup> Street to Danielle Darnell. "YEAS": Aguillo, Huber, Weber, Westphal, Gompert, Chadwick,  
182 and Estrada. "NAYS": None. ABSTAIN: None. **ABSENT:** Zitterkopf, Wayman. Motion carried.

183  
184 **ITEM 7D:** The preliminary and final plat of Lots 1-7, Melroy Addition were pulled from the agenda by the  
185 property owner prior to the meeting.

186  
187 **ITEM 7E:** Tiny House Ordinance: Staff met with legal about establishing guidelines and requirements for  
188 tiny homes. Several issues were discussed, state requirements; along with concerns from our code  
189 administrators regarding fire safety. Recommendations discussed is to only allow them on permanent  
190 foundations, require minimum square footage that allows for building codes to be met, utilities to each  
191 unit. The Tiny Homes/Houses will be added under Article 7 of our zoning code Planned Unit  
192 Developments (PUDs) which has information on Condominiums, Townhouses, Cluster Housing, & Mobile  
193 Home PUDs.

194  
195 As a result of discussion at the August 8<sup>th</sup> meeting, the requirement for residential fire suppression  
196 systems was removed, a requirement for a secondary means of egress for sleeping lofts was added, and  
197 a limit on the number of people allowed to live in these homes was added (1 person per 100 square feet).  
198 Commissioner Weber asked about the discussion on the fire suppression system, and if staff felt that the  
199 code changes that are being requested addressed the fire safety issue adequately. Folck stated that the  
200 City's fire prevention officer was concerned about the small window of time between the start of a fire and  
201 when the home could be fully engulfed in flames, which would happen much faster in a tiny home than in  
202 a traditionally sized home. This is the reason that the requirement for a secondary means of egress was  
203 included. Staff is recommending the code change as currently written.

204  
205 **Conclusion:** A motion was made by Westphal and seconded by Gompert to recommend that Council  
206 adopt the ordinance amending Chapter 25 Article 7 to allow for tiny home communities. "YEAS":  
207 Aguillo, Huber, Weber, Westphal, Gompert, Chadwick, and Estrada. "NAYS": None. ABSTAIN: None.  
208 **ABSENT:** Zitterkopf, Wayman. Motion carried.

209  
210 **ITEM 7F:** Staff met with legal about establishing guidelines and requirements for microbreweries. There  
211 have been several inquiries to the City about zoning for this use. An ordinance was drafted based off of  
212 Grand Island's zoning code.

213  
214 The ordinance defines brewery, micro brewery, and brew pub. A brewery produces over 10,000 barrels a  
215 year, and a micro brewery produces under 10,000 barrels a year. This is the same way that the State of  
216 Nebraska classifies them. A brew pub is a business such as a restaurant or hotel that also brews its own  
217 beer on site.

218

219 A brew pub is proposed as a permitted use in C-1, C-2, C-3, M-1, and M-2 zoning districts. Because a  
220 microbrewery is more of an industrial use, it is proposed as a Special Permit Use in C-1 and C-2 zones to  
221 give Planning Commission a little more oversight on the traffic and other effects it generates. It would be  
222 a permitted use in C-3, M-1, and M-2 zoning districts. A brewery is proposed as a permitted use in C-3,  
223 M-1, and M-2 zones.

224  
225 Commissioner Weber asked about storage of product and additional truck traffic for a microbrewery, and  
226 if that was the reasoning behind requiring a Special Use Permit for a microbrewery in a C-1 or C-2 zone.  
227 Folck stated that it was, and that the size and scope of microbreweries can vary from extremely small  
228 microbreweries that are more of a hobby to larger-scale microbreweries that are nearing the 10,000 barrel  
229 a year amount that would be similar to a full-scale brewery. For this reason, a Special Use Permit could  
230 give a little more oversight in the C-1 and C-2 zones to ensure that the amount of truck traffic or other  
231 characteristics of the business do not adversely affect neighboring properties.

232  
233 **Conclusion:** A motion was made by Westphal and seconded by Gompert to recommend that Council  
234 adopt the ordinance amending Chapter 25 Article 3 to define breweries, microbreweries, and brew pubs  
235 and to provide for them in the zoning code. "YEAS": Aguillo, Huber, Weber, Westphal, Gompert,  
236 Chadwick, and Estrada. "NAYS": None. ABSTAIN: None. **ABSENT:** Zitterkopf, Wayman. Motion  
237 carried.

238  
239 **ITEM 8: Unfinished Business:** None.

240  
241 There being no further business, a motion to adjourn was made by Weber and seconded by Gompert.  
242 The meeting was adjourned at 7:25 p.m. "YEAS": Weber, Westphal, Gompert, Huber, Chadwick,  
243 Aguillo, and Estrada. "NAYS": None. **ABSTAIN:** None. **ABSENT:** Wayman, Zitterkopf. Motion carried.

244  
245  
246  
247  
248  
249  
250  
251  
252  
253  
254

\_\_\_\_\_  
Becky Estrada, Chairperson

Attest: \_\_\_\_\_  
Annie Folck



# **City of Scottsbluff, Nebraska**

**Monday, October 3, 2016**

**Regular Meeting**

## **Item Public Inp1**

**Council to consider a Community Festival Permit for SHOTS on the 1700 block of Broadway and 18th Street between Broadway and Avenue A, including street closures for a car show on October 15, 2016, from 2:00 p.m. to 8:00 p.m.**

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

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

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

1. S Hot Bar and Grill  
(name of sponsoring organization)  
1722 Broadway Scottsbluff NE 308-575-0799  
(street) (city) (state) (telephone number)  
Chad Leeling 308-225-3433  
(chairperson responsible for event) (day telephone number)

2. Todd Roberts  
(name of co-sponsoring organization)  
1730 P Gering NE 308-631-7696  
(street) (city) (state) (telephone number)  
\_\_\_\_\_  
(contact person) (day telephone number)

**3. Event Information**

Cool October Nights  
(name of event)  
October 15th 2 pm - 8 pm  
(date(s) of event) (time(s) of event)  
Broadway  
(location of event)

**4. Activity Information**

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

No Alcohol outside, will be a Bike and car Show

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

**5. Street Closure**

yes Broadway between 17<sup>th</sup> and 18<sup>th</sup> and 18<sup>th</sup>  
Please note any streets to be closed and the times required for closure from Ave A to Broadway

**6. Flags/Banners/Signs**

yes Sponsors

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

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

Community Festival/Business Promotion

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

Street Carnival

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


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

Yes X No \_\_\_\_\_

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

Dated: 9-29-16

Signed:



\_\_\_\_\_  
(name of sponsoring organization)

\_\_\_\_\_  
(signature of authorized representative of sponsoring organization)



\_\_\_\_\_  
(name of co-sponsoring organization)

\_\_\_\_\_  
(signature of authorized representative of co-sponsoring organization)

# **City of Scottsbluff, Nebraska**

**Monday, October 3, 2016**

**Regular Meeting**

## **Item Public Inp2**

**Council to receive a report from Keep Scottsbluff Gering Beautiful, consider renewal of the Storm Water Program Agreement and authorize the Mayor to execute the Agreement.**

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

## CONTRACT

This contract is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, between **City of Scottsbluff**, Nebraska, a Municipal Corporation, hereafter called "**City**", and **Keep Scottsbluff/Gering Beautiful**, a Nebraska non-profit organization, hereafter called "KSGB".

1. There are approximately 2,300 catch basins associated with the City's storm water system. KSGB agrees to cause the words "No Dumping" to be painted, stenciled or decaled on the curb immediately adjacent to each of such catch basins. KSGB may at its option accompany these words with an appropriate logo or phrase to be approved by the director of the City's Wastewater Department.

2. KSGB agrees to continue to monitor the painted or stenciled area to ensure that the wording and logo remains legible, making any necessary repairs, throughout the duration of this contract.

3. KSGB agrees to conduct inspections of the catch basin structures and submit the results of these inspections along with progress reports to the City's GIS Department and Wastewater Department.

4. It is contemplated and agreeable to the City that the actual work will be performed by various community service groups under arrangements between such groups and KSGB.

5. KSGB agrees to incorporate in its public education program a discussion of the dangers associated with the pollution of the City's storm water system, and a description of the corrective action taken by the City.

6. The City's GIS Department will provide KSGB with a city map showing the location of the catch basins involved in this contract. The map will identify which catch basins are to be serviced by KSGB in each year of this contract.

7. The City agrees to provide all supplies reasonably required by KSGB to carry out it's responsibilities under this contract including but not limited to paint, stencils, curb and gutter cleaning supplies, decals, safety vests, educational brochures and materials. The City will consult with KSGB before acquiring the supplies to be furnished. The City is not obligated to provide office supplies for KSBG's administrative functions.

8. The City will pay to KSGB the sum of \$5,500 plus supplies not to exceed \$8,000 annually on October 1<sup>st</sup> of each year beginning October 1,2016 through October 1,2018. KSBG will annually submit a documented statement of supply costs. Documentation shall consist of paid receipts or similar verification of expenditures.

9. If KSGB is unable to obtain sufficient proposals from community service organizations at any time during the term of this contract, it will so inform the City in writing and the contract shall become null and void, with neither party obligated any further to the other from the date of the notice.

10. KSGB agrees to make a written progress report to the City's GIS Department and Wastewater Department on an annual basis by March 1<sup>st</sup> for the previous calendar year. This progress report shall include the approximate number of catch basins marked as well as the number of non-point source pollution presentations given and the audiences reached.

11. It is understood that the sums described in this contract are in addition to any grants or donations currently given or committed by the City to KSGB for any of the KSGB's other community improvement activities.

12. The term of this contract shall be two years beginning October 1, 2016 and ending on September 30, 2018. Either party has the right to terminate this contract at any time upon giving thirty (30) days written notice to the other party. At which time the contract shall become null and void.

**IN WITNESS WHEREOF**, the parties have set their hands the day and year first herein written.

CITY OF SCOTTSBLUFF, NEBRASKA

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

Attest:

City Clerk

Seal

By \_\_\_\_\_  
Cassidy Baum  
Executive Coordinator  
Keep Scottsbluff/Gering Beautiful

# **City of Scottsbluff, Nebraska**

**Monday, October 3, 2016**

**Regular Meeting**

## **Item Public Inp3**

**Council to receive a report from Panhandle Area Development District, consider renewal of the Support Agreement and authorize the Mayor to execute the Agreement.**

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

## SUPPORT AGREEMENT

The City of Scottsbluff, Nebraska ("City") and Panhandle Area Development District ("PADD") agree to provide support and services as set forth in this Support Agreement ("Agreement").

### Recitals:

- A. PADD, provides economic development, grant and comprehensive planning assistance for areas of the Nebraska Panhandle, including for residents within the City; and
- B. PADD has requested financial support from the City to continue its assistance to the City; and
- C. The City has determined that as long as it maintains its current level of funding, it will support PADD as the support would benefit all citizens in the City; and
- D. An agreement to provide support between the City and PADD is appropriate for both parties.

### Agreement:

1. Term: The City will enter into this Agreement in reliance upon its current level of funding and revenue and in the event such funding and revenue is reduced, the City may terminate this Agreement, upon written notice to PADD. All support by the City shall be addressed each fiscal year and shall be determined during the City's budgetary process. This Agreement shall be for a period of one year, effective October 1, 2016 to September 30, 2017. Either party may, with a 30-day notice, terminate this Agreement with or without cause.

2. Services Provided by PADD: Services provided by PADD include: providing an economic development loan fund along with administrative guidance and assistance for economic development, assisting in the development of infrastructure projects, exploring grant possibilities, developing comprehensive plans, assist with tourism for western Nebraska, and development of the Heartland ExpressWay.

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

4. Reporting and Auditing. As a way of insuring the City's support funds will be used in compliance with this Agreement, a representative of PADD will report to the City Council at



least twice per year or as requested on the activities and plans. The City's Finance Director and the director of PADD shall reconcile and audit the support account annually. The fiscal year-end reconciliation and audit shall be completed within 60 days of the close of the City's fiscal year, which closes on September 30<sup>th</sup> of each year. PADD agrees to provide the City with its most recent budget prior to signing this Agreement. In addition, PADD will provide the City with its current budget and annual audit when they have been approved and are available for distribution for each year during the term of this Agreement.

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

- (i) Utilize PADD's Economic Development Loan Fund
- (ii) Provide matching funds for programs under the Economic Development Administration of the Federal Department of Commerce
- (iii) Assist the City in obtaining grant funds for municipal projects
- (iv) Provide Housing Market Studies as needed by the City
- (v) Assist in CDBG grant administration
- (vi) Provide fiscal and legal assistance for Western NE Tourism
- (vii) Support Heartland Expressway effort
- (viii) Provided Comprehensive Plan information as needed to the City.

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

7. Total Support Payment to PADD: Provided the City has funding available, the City by this Agreement shall contribute an annual amount of money to support PADD equal to \$11,657.00. These funds shall be used to provide services for the City's residents as provided in paragraph 2 above.

CITY OF SCOTTSBUFF, NEBRASKA      PANHANDLE AREA DEVELOPMENT DISTRICT

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

By \_\_\_\_\_  
Executive Director

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

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

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

## Report to the City of Scottsbluff for the period October 1, 2015- September 30, 2016

The Panhandle Area Development District undertook the following activities in the past year:

- Worked with the City of Scottsbluff on its comprehensive planning process. Assisted with public meetings to obtain public input on the plan. Researched demographic information for the plan as well as writing parts of the plan, the drafting of the plan and providing GIS maps.
- PADD's grant in the amount of \$113,273 from the Agency for Toxic Substance and Disease Registry (ATSDR) is a one year grant to develop an inventory of brownfields across the 11 counties of the panhandle. Community meetings to date have been held in Gering, Gordon, Hay Springs, Chadron, Kimball, and Sidney. A brownfields inventory and community meeting was also held in Scottsbluff.
- PADD hosted a brownfields redevelopment workshop at the Harms Center that was attended by city council members, CRA members, and city staff and youth residents.
- Co-hosted a Planning Workshop in Gering which benefitted and was attended by planning commissioners.
- PADD's Economic Development Loan Fund made two loans. One to assist with the purchase of Northfield Villa for conversion into apartment units. This loan resulted in the creation of two full-time jobs with salary and benefit packages in the \$35-40,000 range. The second loan was to a business in Gering for the purchase of additional equipment for a business expansion. This expansion will result in the addition of five full time positions.
- Assisted the City with an application to the Department of Economic Development for Community Development planning funds. PADD prepared all of the exhibits that were included with the application. Also conducted the public hearing required as part of the application process.
- Connected city staff with the Panhandle Public Health District for information and assistance on the walkability study.
- Continues to provide clerical and promotional duties for the Heartland Expressway Association. This includes the development of the annual report and the coordination of the annual meeting. Oversaw and directed the development of a new Heartland Expressway website with the help of B-Com Solutions.

# **City of Scottsbluff, Nebraska**

**Monday, October 3, 2016**

**Regular Meeting**

## **Item Public Inp4**

**Council to receive a report from Monument Prevention Coalition, consider renewal of the Support Agreement and authorize the Mayor to execute the agreement.**

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

## SUPPORT AGREEMENT

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

### Recitals:

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

### Agreement:

1. Term: The City will enter into this Agreement in reliance upon its current level of funding and revenue and in the event such funding and revenue is reduced, the City may terminate this Agreement, upon written notice to MPC. All support by the City shall be addressed each fiscal year and shall be determined during the City's budgetary process. This Agreement shall be for a period of one year, effective October 1, 2016 to September 30, 2017. Either party may, with a 30-day notice, terminate this Agreement with or without cause.

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

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

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

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

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

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

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

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

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

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

By \_\_\_\_\_  
Executive Director

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

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

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

# **City of Scottsbluff, Nebraska**

**Monday, October 3, 2016**

**Regular Meeting**

## **Item Public Inp5**

**Council to receive a report from Martin Mickey, representing the Riverside Discovery Center.**

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

# **City of Scottsbluff, Nebraska**

**Monday, October 3, 2016**

**Regular Meeting**

## **Item Public Inp6**

**Council to consider the eCenter Agreement with Twin Cities Development and authorize the Mayor to execute the Agreement.**

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

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

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

RECITALS:

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

AGREEMENT:

1. Term: This Agreement shall be for a term of twelve (12) months (the City’s fiscal year) following the date the City approves the Agreement, subject to the limitations set forth herein. All support by the City shall be addressed each fiscal year and shall be determined during the City’s budgetary process.
2. Services Provided by TCD: The eCenter recently established by TCD will provide service to the City by incubating new business and providing opportunities to grow new business.
3. Funding by the City: Provided the City continues to receive funding, the funds received by TCD from the City pursuant to this Agreement shall be used for the continuation of services related to the eCenter on behalf of the City. TCD shall report to the City Manager of the City, or the City Manager’s designee, on a quarterly basis regarding its activities.



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

5. Total Support Payments to TCD: Provided the City has sufficient LB 840 qualifying funding available, the City agrees to contribute One thousand Dollars (\$1,000.00) per month for every business that occupies the ECenter located at 1620 Broadway in Scottsbluff, NE. These payments will be from October 1, 2016 until September 20, 2017. In order to qualify for a Payment, the business must occupy its space within the eCenter for at least sixteen (16) days of any calendar month and be a qualifying business under the City's LB 840 Plan. Payment will be made to TCD within thirty (30) days following the month the business occupies its space within the ECenter. Provided, the total amount of Payments to TCD for the eCenter Agreement from the City shall be limited to and not exceed Sixty Thousand Dollars (\$60,000.00) in any one fiscal year of the City during the term of this Agreement.

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

CITY OF SCOTTSBLUFF, NEBRASKA

TWIN CITIES DEVELOPMENT  
ASSOCIATION, INC.

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

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

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

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

# **City of Scottsbluff, Nebraska**

**Monday, October 3, 2016**

**Regular Meeting**

## **Item Reports1**

**Council to consider an agreement with Nebraska Public Power District to purchase property (approximately .34 acres) to be used for the Solar Array Project and authorize the Mayor to execute the agreement.**

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

## AGREEMENT FOR SALE OF REAL ESTATE

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

### RECITALS:

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

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

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

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

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

1. PURCHASE PRICE: BUYER agrees to pay SELLER, and SELLER agrees to accept from BUYER, as the total purchase price of the above-described real property, the sum of Twenty Thousand Dollars (\$20,000), which sum shall be payable by wire transfer or certified check upon delivery of a Quit Claim Deed to the BUYER.

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

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

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

REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, OF ANY KIND WHATSOEVER BY SELLER.

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

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

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

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

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

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

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

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

12. ENVIRONMENTAL ASSESSMENT: Notwithstanding the completion of a Phase I Environmental Study, BUYER agrees and understands that the premises are being purchased "AS IS", and BUYER acquires from SELLER all action, rights of action and/or cause of action and assumes all liabilities incidental to and pertaining to the premises which is the subject matter of this Agreement.

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

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

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

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

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

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

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

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

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

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



# **City of Scottsbluff, Nebraska**

**Monday, October 3, 2016**

**Regular Meeting**

## **Item Reports2**

**Council to consider authorizing expenditure from the Landfill Fund for the purchase of a Landfill Excavator; cost split between Scottsbluff and Gering.**

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







**CITY OF GERING**

**LANDFILL EXCAVATOR**

**Bidder Comparisons**

**Bid Opening 9-21-2016**

**CALCULATED BY:**

| <b>Item No.</b>        | <b>Material List</b>                           | <b>Murphy Tractor</b>                     | <b>Power Screening, LLC</b>                   | <b>Nebraska Machinery</b>     |
|------------------------|--|---|---|-------------------------------|
| <b>Bid Comparisons</b> |  | <b>Bid Total \$</b>                       | <b>Bid Total \$</b>                           | <b>Bid Total \$</b>           |
| 1                      | Landfill Excavator Complete Per Specifications | \$164,655.00                              | \$236,000.00                                  | Declined to Bid Letter        |
| 2                      | Acknowledged Addendum                          | Yes                                       | Yes   | NA                            |
| 3                      | 5% Bid Bond Attached                           | Yes                                       | Yes   | NA                            |
| 4                      | Delivery Date                                  | Immediately                               | Immediately                                   | NA                            |
| 5                      | Model/Met Specifications                       | 2014 John Deere 180GLC/Met Specifications | Liebherr R924/Did not meet all specifications | NA                            |
| <b>TOTAL</b>           |  | <b>\$164,655.00</b>                       | <b>\$236,000.00</b>                           | <b>Declined to Bid Letter</b> |

# **City of Scottsbluff, Nebraska**

**Monday, October 3, 2016**

**Regular Meeting**

## **Item Reports3**

**Council to authorize the Mayor to execute the Release of Lien for Special Assessments for Paving District No. 308 and Water District No. 102.**

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

**RELEASE OF LIEN FOR SPECIAL ASSESSMENTS**

In consideration of the payment of the special assessments in favor of the City of Scottsbluff, a Nebraska municipal corporation (the "City"), the City hereby releases any and all liens resulting from the assessments set forth in Ordinance No. 3953, dated November 5, 2007 and Ordinance No. 3954, dated November 5, 2007, for improvements made by the City in Paving District No. 308 and Water District No. 102, on the following described property:

Lots 2 and 3, Block 2, Cedarview Subdivision, to the City of Scottsbluff, Scotts Bluff County, Nebraska.

Dated: October \_\_, 2016.

CITY OF SCOTTSBLUFF,  
A Nebraska Municipal Corporation,

By \_\_\_\_\_  
Randy Meininger  
Mayor

ATTEST:

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

STATE OF NEBRASKA, SCOTTS BLUFF COUNTY:

The above RELEASE OF LIEN FOR SPECIAL ASSESSMENTS was acknowledged before me on October \_\_, 2016, by Randy Meininger, Mayor of the City of Scottsbluff, a Nebraska municipal corporation, on behalf of the City.

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

# **City of Scottsbluff, Nebraska**

**Monday, October 3, 2016**

**Regular Meeting**

## **Item Resolut.1**

**Council to consider an agreement with the Nebraska Department of Roads for preliminary engineering services with M.C. Schaff and Associates for the Monument Valley Pathway and approve the Resolution.**

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

## **SUPPLEMENTAL AGREEMENT #2**

CITY OF SCOTTSBLUFF, NEBRASKA  
M.C. SCHAFF & ASSOCIATES, INC.  
PROJECT NO. ENH-79(42)  
CONTROL NO. 51512  
SCOTTSBLUFF VALLEY PATHWAY NORTH

**THIS SUPPLEMENTAL AGREEMENT** is between the City of Scottsbluff ("LPA") and M.C. Schaff & Associates, Inc. ("Consultant"), collectively referred to as the "Parties".

**WHEREAS**, Consultant and LPA entered into an agreement ("Original Agreement") BO1231 and Supplemental Agreement #1 providing for Consultant to provide preliminary engineering and NEPA services for LPA's Federal Aid project, and

**WHEREAS**, it is necessary that certified title report services be added under this Supplemental Agreement, and

**WHEREAS**, it is necessary to increase Consultant's compensation by this Supplemental Agreement for the additional work necessary to complete the project.

**WHEREAS**, it is the desire of LPA that the project be constructed under the designation of Project No. ENH-79(42), as evidenced by the Resolution of LPA, attached as EXHIBIT "A" and incorporated herein by this reference, and

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

### **SECTION 1. SCOPE OF SERVICES**

Consultant will perform the additional work as set out in Exhibit "B", Scope of Services and Consultants Fee Proposal, attached and incorporated herein by this reference.

### **SECTION 2. NOTICE TO PROCEED AND COMPLETION SCHEDULE**

The State issued Consultant a written Notice-to-Proceed on August 18, 2016. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement.

Consultant will complete all work stipulated in the Original Agreement, Supplemental Agreement(s) #1 and this Supplemental Agreement by May 1, 2017.

### **SECTION 3. FEES AND PAYMENTS**

For the work required, SECTION 9 FEES AND PAYMENTS of the Original Agreement is hereby amended in accordance with Exhibit "B" so that the fixed-fee-for-profit is increased from \$29,067.33 to \$29,067.33, an increase of \$0. Actual costs are increased from \$571,578.26 to \$577,703.25, an increase of \$6,125.00. The total agreement amount is increased from \$600,645.59 to \$606,770.59, an increase of \$6,125.00 which Consultant must not exceed without the prior written approval of LPA.

Project No. ENH-79(42)  
Control No. 51512  
Scottsbluff Valley Pathway North

Page 1 of 3  
AGREEMENT # BO1231 Sup #2

**SECTION 4. ENTIRE AGREEMENT**

The Original Agreement, any and all other previous supplements thereto, and this Supplemental Agreement, constitute the entire agreement ("The Agreement") between the Parties. The Agreement supersedes any and all other previous communications, representations, or other understandings, either oral or written; all terms and conditions of the Original Agreement and all previous supplements thereto, to the extent not superseded, remain in full force and effect, and are incorporated herein as if set forth in their entirety.

**SECTION 5. CONSULTANT CERTIFICATION AND REAFFIRMATION**

The undersigned duly authorized representative of Consultant, by signing this Supplemental Agreement, hereby reaffirms, under penalty of law, the truth of the certifications set out in the Original Agreement and all Supplements thereto, including this Supplement. Further, Consultant has a duty to inform LPA of any material changes in the accuracy of all assertions set out in the Original Agreement and all Supplements thereto.

**SECTION 6. CERTIFICATION OF LPA**

By signing this Supplemental Agreement, I do hereby certify that, to the best of my knowledge, Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this agreement involving participation of Federal-Aid highway funds and is subject to applicable LPA and federal laws, both criminal and civil.

**IN WITNESS WHEREOF**, the Parties hereby execute this Supplemental Agreement pursuant to lawful authority as of the date signed by each party. Further, the Parties, by signing this Supplemental Agreement, attest and affirm the truth of each and every certification and representation set out herein.

**EXECUTED** by Consultant this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

M.C. SCHAFF & ASSOCIATES, INC.  
David Schaff, P.E.

\_\_\_\_\_  
Vice President

STATE OF NEBRASKA     )  
                                  )ss.  
SCOTTSBLUFF COUNTY    )

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

**EXECUTED** by LPA this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF SCOTTSBLUFF  
Randy Meininger

\_\_\_\_\_  
Mayor

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Clerk

STATE OF NEBRASKA  
DEPARTMENT OF ROADS  
Form of Agreement Approved for  
Federal Funding Eligibility:

\_\_\_\_\_

\_\_\_\_\_  
Date

AGRS-1S(8-4-14)

Project No. ENH-79(42)  
Control No. 51512  
Scottsbluff Valley Pathway North

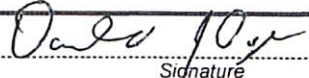
Page 3 of 3  
AGREEMENT # BO1231 Sup #2

## Consultant Work Order (Local Projects)

|  |   |   |
|--|---|---|
| Project No.:<br>ENH-79(42)   |   | Control No.:<br>51512                     |
| Consultant: (Name and Representative)<br>M.C. Schaff & Associates  | Agreement No.:<br>BO1231                      | Work Order No.:<br>1                      |
| LPA: (Name and Representative)<br>City of Scottsbluff - Perry Mader  |   | Constr. Change Order No.: (If applicable) |
| <p>All parties agree the following described work needs to be performed by the consultant as part of the referenced project. All parties concur and hereby give notice to proceed based on the following: justification to modify contract, scope of services, deliverables, schedule, and estimated total fee. All other terms of existing agreements between the parties are still in effect. It is understood by all parties that the work described herein will become part of a future supplement to the agreement indicated above.</p> |   |   |
| <p>Justification to modify agreement: (Include scope of services, deliverables, and schedule)<br/>This work order would provide for certified title reports to be conducted for the 35 tracts in which permanent and temporary easements are needed. Certified title reports were not included in the original agreement. Attached is a quote from Nebraska Title Company to perform these reports</p>   |   |   |
| <b>Work Title</b>  | <b>Summary of Fee</b>                         |   |
|  | A. Total Direct Labor Cost                    | = 0.00                                    |
|  | B. Overhead (Factor * x A)                    | = 0.00                                    |
|  | C. A + B                                      | = 0.00                                    |
|  | D. Profit/Fee (Factor ** x C)                 | =   |
| *Overhead Factor:  | 196.40%                                       | E. Direct Non-Labor Cost                  |
| **Profit/Fee Factor:   | 12.05%  | F. Subconsultant Services                 |
| Total Fee Notes:   | <b>TOTAL FEE: C + D + E + F</b>               |   |
|  | <b>= \$6,125.00</b>                           |   |
|  | <input type="checkbox"/> ESTIMATED TOTAL FEE: |   |
|  | <input type="checkbox"/> FINAL TOTAL FEE:     |   |

**Work Order Authorization – May be granted by email and attached to this document.**


**Consultant:**

Donald J. Dye  8/4/16  
Name Signature Date


**LPA:**

\_\_\_\_\_  
Name Signature Date


**LPS PC (for Preliminary Engineering) and State Rep. (for Construction Engineering):**

Deana McKinstry  8/5/16  
Name Signature Date

**LPS Unit Head Review (for PE Phase):**

Jeff Soula  8/5/16  
Name Signature Date

**LPS Engineer or Construction Engineer (Construction Phase):**

LARRY L LEGG  8/5/16  
Name Signature Date

**FHWA: (FHWA Approval on Full Oversight Projects Only)**

\_\_\_\_\_  
Name Signature Date

Notice to Proceed will be granted by email by:  
 LPS PC for Preliminary Engineering & CD PC for Construction Engineering.

Notice to Proceed Date:

8/18/16

Distribution: Consultant, LPA – RC, State Rep., FHWA, LPS PC, NDOR Agreements Engineer, Highway Funds Manager, CD PC

DR Form 250, March 2014





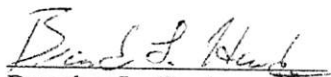
MC Schaff & Associates  
Adam Vath  
RE: Monument Valley Pathway

To whom it may concern:

Quote for Title Searches with Easements and Restrictions.

35 Parcels @ \$175.00 = \$6,125

Nebraska Title Company  
By:

  
Brandon L. Harder  
Searcher/Examiner

Providing *Service Beyond Expectation* in all 50 States through Direct Licensing and Affiliates

5601 South 59<sup>th</sup> Street, Suite C Lincoln, Nebraska 68516 | Phone: 402-476-8818 | Fax: 402-476-0635

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EXHIBIT "B"  
Page 2 of 2

**RESOLUTION**

**PRELIMINARY ENGINEERING SERVICES AGREEMENT  
SUPPLEMENTAL AGREEMENT NO. 2 – BO1231**

CITY OF SCOTTSBLUFF

Resolution No. \_\_\_\_\_

**Whereas:** City of Scottsbluff and M.C. Schaff & Associates, Inc., have previously executed a Preliminary Engineering Services Agreement (BO1231) for a transportation project for which the Local Public Agency (LPA) would like to obtain Federal funds;

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

**Whereas:** City of Scottsbluff and M.C. Schaff & Associates, Inc. wish to enter into a preliminary engineering services supplemental agreement setting out modifications and/or additional duties and/or funding responsibilities for the Federal-aid project.

**Be It Resolved:** by the City Council of the City of Scottsbluff, Nebraska that:

Randy Meininger, Mayor of City of Scottsbluff is hereby authorized to sign the attached Preliminary Engineering Services Supplemental Agreement No. 2 between the City of Scottsbluff and M.C. Schaff & Associates, Inc.

NDOR Project Number: ENH-79(42)

NDOR Control Number: 51512

NDOR Project Description: Scottsbluff Valley Pathway North

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2016 at \_\_\_\_\_ Nebraska.

The City Council of City of Scottsbluff, Nebraska:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 "A"

# **City of Scottsbluff, Nebraska**

**Monday, October 3, 2016**

**Regular Meeting**

## **Item Resolut.2**

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

**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<br>(sale in original packages only) .....   | 200.00        |
| C - retailer of alcoholic liquors for consumption on premises and off premises<br>(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,<br>nonprofit corporation which is a club .....                            | 150.00        |
| D - retailer of alcoholic liquors, including beer, for consumption off premises<br>sale in original packages only) .....  | 400.00        |
| I - retailer of alcoholic liquors, for<br>consumption on premises only.....   | 500.00        |
| Special Designated License, except for special designated<br>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 -<br>Per Year ..... | \$ 25.00 |
|---|----------|

- D -

|  |       |
|--|-------|
| Dog kennels  |       |
| Kennel authorized to keep<br>less than five (5) dogs |       |
| Per Year .....                                       | 25.00 |
| Kennel authorized to keep five (5)<br>dogs or more   |       |
| Per Year .....                                       | 50.00 |

- F -

|   |      |
|---|------|
| Fire insurance company or association<br>Per Year ..... | 5.00 |
|---|------|

Food and Beverages Retailer and Restaurant . . . 1½% of all gross receipts as defined in Section 11-2-6

- 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 through 11-2-11 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 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 25<sup>th</sup> day of the month or the next business day should the 25<sup>th</sup> 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 25<sup>th</sup> 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.”

**“11-2-7. Payment; procedure.**

The occupation tax levied pursuant to this Article shall be paid to the City Finance Director and the City Finance Director shall keep a proper account of such taxes.”

**“11-2-8. Tax moneys; fund.**

All amounts realized from the collection of the occupation tax levied pursuant to this Article shall be placed to the credit of the General Fund to be used for infrastructure improvement projects or such other fund or funds as designated by the City Council.”

**“11-2-9. Refund; prohibited.**

Except as otherwise provided for in this Article, no person, persons, partnership, association, firm or corporation paying such occupation tax shall be entitled to a refund of any part of the tax so paid.”

**“11-2-10. Nonpayment; distress proceedings.**

Upon the failure of any person, persons, partnership, association, firm or corporation to pay such tax when demand is made by the City, the City Finance Director is authorized to issue a distress warrant over the corporate seal, directed to the Police Chief and commanding the Police Chief forthwith to collect, by distress and sale of goods and chattels for the person, persons, partnership, association, firm or corporation in such warrant named, the occupation tax due and unpaid. The Police Chief for their services shall be entitled to such fees out of the property distrained and sold as sheriffs receive for making levy and sale under execution. The costs created by reason of the distress sale shall be paid out of the property levied upon, in addition to the amount due on the occupation tax.”

**“11-2-11. Enforcement.**

Should any person, persons, partnership, association, firm or corporation fail to pay such tax when demand is made by the City, the City may recover the same, together with any applicable interest and penalties, in a civil action brought against such person, persons, partnership, association, firm or corporation. This remedy shall not be exclusive of any other type of proceeding available to the City, but shall merely be cumulative.”

Section 3. Previously existing Sections 6-6-18 and 11-2-6 through 11-2-11, 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.

\_\_\_\_\_  
ATTEST:

Mayor

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

APPROVED:



---

City Attorney

# **City of Scottsbluff, Nebraska**

**Monday, October 3, 2016**

**Regular Meeting**

## **Item Resolut.3**

**Council to consider an Ordinance allowing for Tiny Home Communities as a Planned Unit Development (second reading).**

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

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

**AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA AMENDING CHAPTER 25 ARTICLE 7 RELATING TO PLANNED UNIT DEVELOPMENTS PROVIDING FOR AN ADDITIONAL SECTION RELATING TO A TINY HOME COMMUNITY PLANNED UNIT DEVELOPMENTS, PROVIDING FOR PUBLICATION IN PAMPHLET FORM AND FOR AN EFFECTIVE DATE.**

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

Section 1. Chapter 25, Article 7 of the Scottsbluff Municipal Code is amended by adding new Sections 25-7-81 through 25-7-87 to provide as follows:

**“(f) TINY HOME COMMUNITY PLANNED UNIT DEVELOPMENT**

**25-7-81.**

(1) Applicability. The regulations in this subdivision (f) of this Article apply to Tiny Home Community Planned Unit Developments.

(2) Scope. With respect to such developments, these regulations supersede all other regulations in this Article, and in other Articles of this Chapter, which are in conflict with these regulations. Except in cases of such conflict, or in situations where such other regulations clearly are inapplicable (because clearly inappropriate) to Tiny Home Community Planned Unit Developments, such other regulations, otherwise applicable, apply also to such developments.

(3) Purpose. The purpose of the regulations in this subdivision (f) is to permit the planning, construction, and occupancy of Tiny Home Community Planned Unit Developments in accordance with standards for Tiny Houses, and for accessory buildings and lands, containing adequate parking facilities, open spaces, recreation facilities, pedestrian walkways and other amenities which are not required or, as the case may be, not permitted under other provisions of this Article, or other Articles in this Chapter.”

**“25-7-82 Definition of Tiny House, lots; area.**

A Tiny House is a residential structure on a permanent foundation with a minimum of 200 square feet and a maximum of 700 square feet. A Tiny House must be constructed according to all building codes and life safety codes. A Tiny House on wheels must be licensed as a recreational vehicle under the laws and regulations of the State of Nebraska and then can be placed wherever a recreational vehicle can be placed, however, a Tiny House on wheels cannot be lived in year around. To be lived in year around, the Tiny House must be taken off wheels and affixed to a permanent foundation.

Tiny House sites in a Tiny Home Community Planned Unit Development must have a site area with a minimum of 2,850 square feet and a minimum width of thirty (30) feet.”

**“25-7-83 Site; area; frontage and density.**

A Tiny Home Community Planned Unit Development shall be not less than three acres in area, and shall have a frontage on a dedicated street of not less than two hundred (200) feet. The density of Tiny Home Community Planned Unit Development shall not exceed ten (10) units per gross acre. Provided, however, the City may approve a smaller site if it is part of a redevelopment site and meets the intent of this Article.”

**“25-7-84 Setbacks.**

The following minimum yard setbacks shall be maintained in each Tiny Home Community Planned Unit Development:

(1) Public street frontage: On that part of a Tiny Home Community Planned Unit Development which is adjacent to a major street, a minimum setback of twenty (20) feet shall be maintained. On that part of such development which is adjacent to a secondary street or a street with a lower classification, a minimum setback of fifteen (15) feet shall be maintained.

(2) Interior lot lines: A minimum setback from interior lot lines of ten (10) feet shall be maintained.”

**“25-7-85 Accessory buildings.**

All accessory buildings and structures in a Tiny Home Community Planned Unit Development shall be:

(1) Located to the rear of the Tiny House.

(2) At least three (3) feet from the rear lot line if the line is a common lot line with an abutting lot.

(3) At least two (2) feet from the interior side lot line and if the lot is a corner lot, the accessory building shall not protrude beyond the tiny house into the front yard abutting the side street.

(4) Any detached accessory building shall be situated not less than five (5) feet from the Tiny House.”

**“25-7-86 Off-street parking.**

Two (2) off-street parking spaces shall be provided on each Tiny House site.”

**“25-7-87 Other requirements.**

To insure the residential character of a Tiny Home Community Planned Unit Development, and to minimize adverse effects on adjacent properties, the following additional requirements shall be observed:

(1) Tiny Houses shall be affixed to permanent foundations.

(2) Tiny Houses must meet all building codes and life safety codes, minimum square footage requirements, height requirements, including kitchen and bathroom with minimum clearances for all fixtures.

(3) Tiny Houses with sleeping lofts must have a secondary means of egress, such as a window or another means of escape, in the event of a fire.

(4) Tiny Houses shall be limited to occupancy of one person for every 100 square feet.

(5) Tiny Houses must be connected to utilities with separate water services and sewer services and meters for each Tiny House.

(6) A Tiny Home Community Planned Unit Development may be allowable in any residential zone as long as they meet the requirements set forth in this Article.

Section 2. All other ordinances and parts of ordinances in conflict herewith are repealed; provided, however, this ordinance shall not be construed to effect any rights, liabilities, duties or causes of action, either criminal or civil, existing or actions pending at the time when this Ordinance becomes effective.

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

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

\_\_\_\_\_  
Mayor

Attest:

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

Approved as to Form:

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

**City of Scottsbluff, Nebraska**  
**Monday, October 3, 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**