

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

Regular Meeting
December 2, 2019
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. Closed Session
 - a) Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda as per Section 84-1410 of the Nebraska Revised Statutes.
7. Consent Calendar: (Items in the consent calendar are proposed for adoption by one action for all items unless any member of the council requests that an item be considered separately.)
 - a) Approve the minutes of the November 18, 2019 Regular Meeting.
8. Claims
 - a) Council to consider and take action on claims of the City.
9. Financial Report
 - a) Council to receive the September 2019 Financial Report.
10. Scottsbluff Youth Council
 - a) (informational only):
11. Petitions, Communications, Public Input:
 - a) Council to discuss and consider action on the request to issue two Special Designated Liquor licenses to serve wine at events for the West Nebraska Arts Center, 106 East 18th Street on January 18, 2020 from 6:00 to 11:00 p.m. and February 6, 2020 from 4:00 to 8:00 p.m.
12. Subdivisions & Public Improvements:
 - a) Council to discuss and consider action on an application for the creation of an Agricultural Estate Dwelling Site from John Raymond, Executor of the Patricia

Raymond Estate, for property located at 210086 Raymond Drive, Scottsbluff, NE.

13. Resolution & Ordinances:
 - a) Council to discuss and consider action on a Certificate for Recording the Agricultural Estate Dwelling Site for property owned by Patricia Raymond Estate, John Raymond Executor.
 - i) Located in the SW1/4 of the SE1/4 of Section 11, Township 22 North, Range 55 West of the 6th P.M. and authorize the Mayor to sign the Certificate.
 - b) Council to discuss and consider action on a Resolution authorizing the Mayor to sign the Year-End Certification of Street Superintendent form appointing Philip Mark Bohl as the City of Scottsbluff Street Superintendent.
 - c) Council to discuss and consider action on adopting the International Building Code 2018 Edition and International Residential Code 2018 Edition and approve the Ordinance.
 - d) Council to discuss and consider action on an Ordinance setting forth rates on Outbound Mulch and Compost at City disposal sites.
14. Reports from Staff, Boards & Commissions:
 - a) Council to discuss and consider action on an Economic Development Agreement for McKiney Manufacturing and Sales, LLC.
 - b) Council to discuss, consider, and approve the Security Officer Agreement with Western Nebraska Community College (WNCC) and authorize the Mayor to sign the Agreement.
 - c) Council to discuss and consider action on the Agreement with Copier Connection for the Library and authorize the Mayor to execute the Agreement.
 - d) Council to receive, discuss, and consider action on the Council Appointed Committee's Report on Zoo contract negotiations.
15. Council reports (informational only): This item is intended for Council Members to update and inform other Council Members of meetings attended since the last City Council meeting.
16. Adjournment.

City of Scottsbluff, Nebraska

Monday, December 2, 2019

Regular Meeting

Item Closed1

Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda as per Section 84-1410 of the Nebraska Revised Statutes.

Staff Contact: City Council

City of Scottsbluff, Nebraska

Monday, December 2, 2019

Regular Meeting

Item Consent1

Approve the minutes of the November 18, 2019 Regular Meeting.

Staff Contact: Kim Wright, City Clerk

The Scottsbluff City Council met in a regular meeting on November 18, 2019 at 6:00 p.m. in the Council Chambers of City Hall, 2525 Circle Drive, Scottsbluff. A notice of the meeting had been published on November 15, 2019, 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 had been emailed 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 November 15, 2019. Mayor Gonzales presided and City Clerk Wright recorded the proceedings. The meeting was called to order and the Pledge of Allegiance was recited. Mayor Gonzales welcomed everyone in attendance and encouraged all citizens to participate in the Council meeting asking those wishing to speak to come to the microphone and state their name and who they are representing for the record. Mayor Gonzales informed those in attendance that a copy of the Nebraska open meetings act is posted in the back of the room on the west wall for the public's review. The following Council Members were present: Raymond Gonzales, Scott Shaver, Nathan Green, and Terry Schaub. Also present were City Attorney Kent Hadenfeldt and City Manager Nathan Johnson. Absent: Jeanne McKerrigan. Council Member McKerrigan entered the meeting at 6:01 p.m.

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

Moved by Council Member Schaub, seconded by Mayor Gonzales that,

- a) The minutes of the November 4, 2019 Regular Meeting be approved.
- b) Council Member Shaver's absence at the November 4, 2019 meeting be excused. "YEAS," McKerrigan, Green, Schaub, and Gonzales. "NAYS," None. Abstain: Shaver. Absent: None.

Moved by Council Member Shaver, seconded by Council Member Schaub, that the following claims, be approved and paid as provided by law out of the respective funds designated in the list of claims dated November 18, 2019, as on file with the City Clerk and submitted to the City Council, "YEAS", Green, Schaub, Shaver, Gonzales, and McKerrigan "NAYS," None. Absent: None.

CLAIMS

308 EMBROIDERY, UNIFORMS PD, 21.4; ACCELERATED RECEIVABLES SOLUTIONS, WAGE ATTACHMENT, 219.3; ACTION COMMUNICATIONS INC., DEPT SUPP PARK, 1663.65; ADVANCE AUTO PARTS, DIESEL EXHAUST FLUID, 70.59; AL'S TOWING, TOW SERVICE- PD, 85; ALVARO SILVA, CONTRACTUAL, 585; ASSURITY LIFE INSURANCE CO, LIFE INSURANCE, 32.95; AUTOZONE STORES, INC, HALOGEN HEADLIGHT LAMP- ENGINE 1, 6.99; B & H INVESTMENTS, INC, DEP. SUP. LIBRARY, 40.5; B&C STEEL CORPORATION, DEPT SUPP CEM, 138.67; BLUFFS SANITARY SUPPLY INC., MISBILLED INVOICE, 276.97; CAPITAL BUSINESS SYSTEMS INC., MONTHLY MAINT COPIER ADM, 299.47; CARR- TRUMBULL LUMBER CO, INC., DEPT SUP, 17.21; CELLCO PARTNERSHIP, CELL PHONES, 356.13; CHANNELL COLLIN, CONTRACTUAL, 60; CITY OF GERING, TRASH/RECYCLING DISPOSAL

FOR 10/2019,43826.1; COATS CALEB,CONTRACTUAL,90; COMPUTER CONNECTION INC,CONTRACTUAL-PD,44;CONTRACTORS MATERIALS INC.,SUPP - SAFETY GLASSES,158.66;CORE & MAIN LP,METERS,12057.34; CREDIT BUREAU OF COUNCIL BLUFFS,CONTRACT SERVICES - OCTOBER,50;CRESCENT ELECT. SUPPLY COMP INC,ELECT. SUPP - BREAKER,8.23;CYNTHIA GREEN,DEPT SUPP HR,173.96; DALE'S TIRE & RETREADING,INC.,NEWTIRES FOR GRADER,5854.12;DECIUE GARRETT,CONTRACTUAL,105; DIEDRICH JORDAN,RE-IMBURSEMENT FOR CDL LICENSE,59.5; DOOLEY OIL INC,CENTRAL GARAGE- 2 CASES OIL,99.16;DUANE E. WOHLERS,HAULING RECYCLING TO DENVER COLORADO,800;DXP ENTERPRISES INC,SENSORS FOR COMBUSTIBLE GAS DETECTOR,595.85;ELLIOTT EQUIPMENT COMPANY INC.,ES- CAMERA,497.34; EMERGENCY REPORTING,VISION MODULE FOR RECORDS MANAGEMENT,1200; ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC,ARCGIS ONLINE FIELD WORKER TERM LICENSE,843.84;F. H. SCHAFER ELEVATOR, INC,DEPT SUPP PARK,450; FASTENAL COMPANY,SUPP - NUTS & BOLTS FOR 18TH ST. PLAZA,26.35; FEDERAL EXPRESS CORPORATION,POSTAGE,333.63;FLOYD'S TRUCK CENTER SCOTTSBLUFF,REPAIRS TO UNIT #825,1521.62; FORCE AMERICA DISTRIBUTING LLC,TRANS #442- SPREADER,808.23; FYR-TEK INC,KUSSMAUL AIR AUTO-EJECT- ENGINE 1,342;GALLS INC,UNIFORMS-PD,7482.75;GENERAL TRAFFIC CONTROLS, INC,NEW TRAFFIC SIGNAL CABINET FOR 5TH & E. OVERLAND,16525;GRAY TELEVISION GROUP INC,CONTRACTUAL SVC,1390; GUTIERREZ PABLENO,LEGAL FEES-PD,23.48; HARRIS KYLER,CONTRACTUAL,90; HONEY WAGON EXPRESS,CONTRACTUAL SERV PARK,180;HYDROTEX PARTNERS, LTD,ES STOCK- PIN-TAC & POWER KLEEN,1236.36; IDEAL LAUNDRY AND CLEANERS, INC.,DEPT SUPP PARK,1231.25; INDEPENDENT PLUMBING & HTG,CHECK & REPAIR HEATER AT SHOP,85; INGRAM LIBRARY SERVICES INC, BKS., 150.03; INTERNAL REVENUE SERVICE, WITHHOLDINGS,55695.85;INTRALINKS, INC,CONTRACT SERVICES - OCT. 2019,1818; INVENTIVE WIRELESS OF NE, LLC,CONTRACTUAL,35.9; J G ELLIOTT CO.INC.,OFFICIAL BOND - SCOTT SHAVER,100;KEARNEY HOSPITALITY INC,SCHOOLS & CONF,239.9; KIRK BERNHARDT,CONTRACTUAL,590; KNOW HOW LLC,TRANS #472- STARTER,1223.37; KRIZ DAVIS,EQUIP MAINT,304.1; LEXISNEXIS RISK DATA MANAGEMENT,CONSULTING-PD,100; M.C. SCHAFF & ASSOCIATES, INC,CONSULTING SVC,5441.25;MADISON NATIONAL LIFE,LIFE INSURANCE,1860.49;MAILFINANCE INC,CONT. SRVCS.,366; MARKETING CONSULTANTS,PROHIBITED MATERIALS DECALS FOR DUMPSTERS,180; MATHESON TRI-GAS INC,RENT - MACHINES,62.86;MENARDS, INC,SUPP - SNOW FENCE,2918.52; MIDLANDS NEWSPAPERS, INC,LEGAL PUBLISHING,938.48;MULLEN MITCH,CONTRACTUAL,105; NATIONAL TELEPHONE MESSAGE CORP,DEPT SUPPL-PD,342.59;NE CHILD SUPPORT PAYMENT CENTER, NE CHILD SUPPORT PYBLE, 1107.1; NE DEPT OF REVENUE, WITHHOLDINGS,28301.36; NE LIBRARY COMMISSION,CONT. SRVCS.,750;NEBRASKA MACHINERY CO,FILTER KIT FOR #831,32.87; NEBRASKA PUBLIC POWER DISTRICT,Electric,42352.25; NEBRASKA RURAL RADIO ASSOCIATION,CONTRACTUAL SVC,332.5; NEBRASKA SALT AND GRAIN CO,1 LOAD ICE SLICER,3687.19; NELSON HUNTER,CONTRACTUAL,105;NELSON TRENT,CENTRAL GARAGE- DRILL & ORANGE FLAGS,472.4; NEOPOST USA INC,RENT-MACH-PD,191.97; NETWORKFLEET, INC,GPS FOR TRANS.,355.16;NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF,GROUND MAINT PARK,36.61;OCLC ONLINE COMPUTER LIBRARY CENTER, INC,CONT. SRVCS.,378.16; OLSON

JOSEPH, CONTRACTUAL, 240; ONECALL CONCEPTS, INC, CONTRACTUAL, 87.92; PANHANDLE ENVIRONMENTAL SERVICES INC, SAMPLES, 184; PELCO CORP, FLAG FOOTBALL PLAQUE, 420; PLATTE VALLEY BANK, HEALTH SAVINGS ACCOUNT, 9849.26; PODESAK CHELSEA, LEGAL FEES-PD, 23.48; POSTMASTER, POSTAGE, 769.28; POWERPLAN, TRANS #452-BULBS, 14.84; PRAISE WINDOWS INC, BLDG. MAIN., 690; RAILROAD MANAGEMENT CO III, LLC, RENT - LAND, 1429.23; REGIONAL CARE INC, CLAIMS, 32320.66; ROD CLAUSE, LB 840 GRANT FUNDS, 280.21; RODRIGUEZ JOSE R, TOW SERVICE-PD, 575; RON'S EQUIPMENT CO INC, EQUIP MAINT CEM, 952.37; RON'S TOWING, TOW SERVICE-PD, 2409; ROUNDHOUSE BUNKER GEAR SERVICE, TURNOUT ADVANCED CLEANING AND REPAIR- C SHIFT, 645.13; RURAL HEALTH DEVELOPMENT, INC., LB 840 GRANT, 6383.33; RYAN R KUMM, HEAT SHIELD BRACKET AND STRAIGHTEN PAN- ENGINE 1, 240; S M E C, SMEC, 146.5; SAFELITE FULFILLMENT, INC, VEH MAINT-PD, 1023.94; SANDBERG IMPLEMENT, INC, EQUIP MAINT PARK, 829.43; SCB COUNTY, DEPT CNTRCL SRVCS, 183; SCB FIREFIGHTERS UNION LOCAL 1454, FIRE EE DUES, 225; SCOTTS BLUFF COUNTY COURT, LEGAL FEES-PD, 201; SCOTTSBLUFF POLICE OFFICERS ASSOCIATION, POLICE EE DUES, 650; SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC, UNIFORM PARK, 738; SHERWIN WILLIAMS, GROUND MAINT PARK, 98.1; SIMMONS OLSEN LAW FIRM, P.C., CONTRACTUAL SERVICES, 13992.79; SIMON CONTRACTORS, CONCRETE FOR 18TH ST. PLAZA, 9337.67; SONNY'S TOWING, TOW SERVICE-PD, 105; SOUCIE ANDREW, SCHOOLS & CONF-PD, 91; STARR LEHL, ACT WORKFORCE DEV SUMMIT EXPENSE, 160.13; STATE HEALTH LAB, POSTAGE-PD, 49.34; STATE OF NEBRASKA DEPT OF HEALTH, LICENSES & PERMITS, 690; THE WESTERN SUGAR COOPERATIVE, DEPT SUPP CEM, 135; THOMPSON GLASS, INC, VEH MAINT DS, 25.57; TORRINGTON SOD FARMS, KENO PARK, 648; TOYOTA MOTOR CREDIT CORPORATION, HIDTA CAR LEASE-PD, 343.53; TRANS IOWA EQUIPMENT LLC, TRANS #449-BROOMS, 1015.34; UNION BANK & TRUST, RETIREMENT, 36688.76; UNIQUE MANAGEMENT SERVICES, INC, CONT. SRVCS., 268.5; WESTERN COOPERATIVE COMPANY, GROUND MAINT PARK, 5496.42; WESTERN PATHOLOGY CONSULTANTS, INC, PRE-EMPLOYMENT SCREENING, 98.25; WESTERN TRAVEL TERMINAL, LLC, VEH MAINT-PD, 398; WHITING SIGNS, COMPOST FACILITY SIGN UPDATES, 400; WOMACK MATTHEW, CONTRACTUAL, 90; WOODS & AITKEN LLP, PROF. SERVICES - UNION NEGOTIATIONS, 590; WYOMING CHILD SUPPORT ENFORCEMENT, CHILD SUPPORT, 738.08; WYOMING FIRST AID & SAFETY SUPPLY, LLC, DEPT SUPP CEM, 63.42; YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE, YMCA, 721; ZM LUMBER INC, VEH MAINT PARK, 20.04; REFUNDS; JEFF L JOHNSON, 13.91; JUAN FRAIRE, 273.21; KIYARRA CONTRERAS, 14.94; ANITA THORNBURG, 39.39; HALEY WOOD, 15.21; BURGER KING, 4.39; FERGUSON REAL ESTATE, 6.00; HVS LLP, 10.58; BECKY J WYLIE, 5.06

Mayor Gonzales read a Proclamation naming November 30, 2019 as Small Business Saturday.

City Manager Johnson brought forward the Resolution for Participating Members of the League Association of Risk Management (LARM) to Ratify the Elections of Members of the LARM Board of Directors. He explained this was at the request of LARM to further our position in current and future legal matters pertaining to an issue with a former employee; staff is recommending approval of the Resolution. Council Member Schaub, seconded by Council Member Green made a motion to approve Resolution No. 19-11-02 for Participating Members of the League Association of Risk Management

(LARM) to Ratify the Elections of Members of the LARM Board of Directors. “YEAS,” Shaver, Gonzales, Schaub, McKerrigan, and Green. “NAYS,” None. Absent: None.

Resolution 19-11-02

**RESOLUTION FOR “PARTICIPATING MEMBERS” OF LARM
TO RATIFY THE ELECTIONS OF
MEMBERS OF THE LARM BOARD OF DIRECTORS**

WHEREAS, The City of Scottsbluff is a “participating member” of the League Association of Risk Management (“LARM”); and

WHEREAS, the Interlocal Agreement that formed and continues to govern LARM provides in 8.1.4.2. that “Each participating member may cast one vote for each of the open Board positions.”; and

WHEREAS, the following 15 individuals were elected by LARM members at a Members Meeting on March 21, 2018, which terms commenced effective January 1, 2018:

Name	Term	Member
Mayor Doug Hanson	3	Hickman
James (Jim) Hawks	3	North Platte
Melissa Harrell	3	Wahoo
Jo Leyland	3	Imperial
Lanette Doane	3	Ansley
Nathan Johnson	2	Scottsbluff
Mayor Scott Getzschman	2	Fremont
Teresa Bartlett	2	Beaver City
Mayor Josh Moenning	2	Norfolk
LeAnn Brown	2	Oshkosh
Tom Ourada	1	Crete
Sandra Schendt	1	Nelson
Mayor Deb Van Matre	1	Gibbon
Douglas Schultz	1	Curtis
Pamela Buethe	1	Sarpy SID #29

WHEREAS, at a LARM Members Meeting on September 19, 2018, the five individuals listed above who were initially elected to one-year terms—Tom Ourada, Sandra Schendt, Mayor Deb Van Matre, Douglas Schultz, and Pamela Buethe—were re-elected to three-year terms commencing effective January 1, 2019.

WHEREAS, at a LARM Members Meeting on September 18, 2019, the five individuals listed above who were initially elected to two-year terms—Nathan Johnson, Mayor Scott Getzschman, Teresa Bartlett (now Teresa Youngquist), Mayor Josh Moenning, and LeAnn Brown—were re-elected to three-year terms commencing effective January 1, 2020.

WHEREAS, the remaining five individuals listed above who were initially elected to three-year terms—Mayor Doug Hanson, James (Jim) Hawks, Melissa Harrell, Jo Leyland, and Lanette Doane—continue to

serve on the LARM Board of Directors, and their terms will expire on December 31, 2020, unless they are re-elected to a second term at a LARM Members Meeting to take place in 2020.

WHEREAS, in order to avoid any doubt as to its assent to the election and re-election of the members of the LARM Board of Directors as stated above, The City of Scottsbluff wishes to ratify the election and re-election of the LARM Board of Directors.

NOW, THEREFORE, BE IT RESOLVED that The City of Scottsbluff hereby ratifies and confirms its assent to the election and re-election of the LARM Board of Directors as stated above.

Signed by Mayor, Chair of the Village Board,
or other official representative of your municipality
or entity

Date passed by governing body

4851-6739-0123, v. 1

Regarding the fees for using the compost facility, Mayor Gonzales explained this was put on the agenda because there were concerns from residents regarding the fees that were being assessed to commercial businesses, adding the original intent was to start charging to cover costs at the facility. He then opened the forum for public comment.

Mr. Marty Martinson of Regency Court approached Council stating there are 24 homes located in their homeowners association. They do not have yard waste containers as Mr. Mark Lang of Lang's Yard Service mows the lawns and takes the grass with him. He questions if it would be cost effective for the City to have to come pick up 24 containers every week.

Council Member Schaub asked if they could put a larger container in the area. Mr. Lang commented there would not be enough room to do so.

Mr. Mark Lang also added that it is a cost savings to the City for him to bring the grass to the compost facility and not have to pick up approximately 70 containers a week. He asked how much money was collected from out of town residents last year and how much money the City expects to make by charging for the yard waste. He does not feel the City would make that much money.

Council Member Schaub added that when they looked at passing the Ordinance last year it was because they could not distinguish who was in town and out of town; he feels the fees are reasonable.

Ms. Sally Sylvester came forward and commented that it always comes down to money, stating her mowing service saves the City money. They do not have room in their community for a big container to put all the grass in. She feels it is double dipping for people who are on fixed incomes.

Mr. Johnathan Sterkel of Tree Monkeys approached Council stating he is on the other end of the spectrum with his tree service company. With this new Ordinance it will cost him roughly \$250.00 per tree to dump at the facility, whereas before it was around \$20.00 to \$30.00. He would like Council to lower the cost of the tree rates due to him bringing in mulched wood.

Mr. Ben Shaver commented this is double charging and an aggressive way to raise revenue, stating maybe an exemption that services get from sales tax is something to look into.

Council Member Green asked what percentage of all tonnage comes from the City picking it up and dumping it at the compost facility versus commercial or homeowners taking it there. Mr. Johnson stated approximately five million tons a year comes from our collection services and about 13 million tons from other collections or from people providing service to the community/communities.

Mr. Richard Wegelin with Stoney Creek Homeowners Association addressed Council and asked what happens to the container when it doesn't get picked up right away. They have an Ordinance with

their homeowners association that states they cannot have the container by the curb until the day of pickup; it cannot be left on the street that long. He added there are other things to consider and he asks that all homeowner associations be exempt.

Council Member Schaub asked what the cost is to operate the compost facility. Mr. Johnson stated approximately \$250,000 per year. Council Member McKerrigan asked how much the additional is projected to bring in. Mr. Johnson answered approximately \$65,000 to \$70,000, which will help pay for equipment and employees. He also commented this was at the direction of City Council to come back with fees and the fees were based on research from surrounding facilities.

After discussion, Council Member McKerrigan commented the Ordinance should be repealed until it is known how much money is coming in and she understands the double charging. Council Member Schaub agreed with Council Member McKerrigan on the double charging. Council Member Green stated he is willing to pay more as an individual to dump his excess grass out there; he does not have a problem paying to use it as a citizen. Council Member Shaver commented he would like to get the thing resolved.

Mayor Gonzales made a motion, to repeal the Ordinance pending further information and direct Legal Counsel to draft a new Ordinance repealing this one including all inbound material. Council Member McKerrigan seconded the motion, "YEAS," Schaub, McKerrigan, Gonzales, Green and Shaver. "NAYS," None. Absent: None.

Mr. Johnson presented the Scotts Bluff County KENO Remote Location Operation Agreement explaining this is the same agreement renewing for another three years; 1% of the revenues will come from the main facility at the KENO Parlor on Avenue I. Council Member Shaver asked if the County runs all the locations or just the location on Avenue I. Legal Counsel Hadenfeldt answered the County is the lottery operator and they have satellite locations, stating this new agreement has the addition of Goonies Sports Bar & Grill, which the old agreement did not. Also, the agreement has a provision if any new satellite locations are added, depending on their gross revenue for the first three years, is what determines the percentage contributed by the County.

Council Members Shaver and Green both expressed they thought the percentage was low. Legal Counsel Hadenfeldt explained we do not do anything, we are not the lottery or satellite operator. Council Member Shaver then presented the City of Gering's KENO contract. He stated they contract with a different Operator, Lucky One, LLC, and questioned why Gering's percentage is higher. He added he has talked to other cities in the State; they do quite a bit based off of KENO money and he thinks it is a huge amount we are missing out on by going with the lower percentage. Mr. Johnson answered, by stating, this is something that certainly could be researched if that is the direction Council would like to take. Council Member Shaver also asked specifically that the City of LaVista be looked at because of the money they have made off this.

Council Member Shaver made the motion, to have City Manager Johnson get more information for Council so they can make a more informed decision, seconded by Council Member Green. "YEAS," Gonzales, Green, McKerrigan, Shaver, and Schaub. "NAYS," None. Absent: None.

Under Council Reports, Council Member McKerrigan stated she attended Tri-City Active Living and Senior Center meetings.

Council Member Schaub made the motion, seconded by Mayor Gonzales, to adjourn the meeting at 7:07 p.m., "YEAS," McKerrigan, Shaver, Green, Schaub, and Gonzales. "NAYS," None. Absent: None.

Attest:

Mayor

City Clerk "SEAL"

City of Scottsbluff, Nebraska

Monday, December 2, 2019

Regular Meeting

Item Claims1

Council to consider and take action on claims of the City.

Staff Contact: Liz Hilyard, Finance Director



Expense Approval Report

By Vendor Name

Post Dates 11/19/2019 - 12/02/2019

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 02583 - ADVANCE AUTO PARTS					
Fund: 212 - TRANSPORTATION					
SUPP - ICE SCRAPERS, CAR WAS... DEPARTMENT SUPPLIES					38.50
				Fund 212 - TRANSPORTATION Total:	38.50
Fund: 725 - CENTRAL GARAGE					
CENTRAL GARAGE PICKUP- BRA... VEHICLE MAINTENANCE					315.14
PARKS #323- OIL FILTER	EQUIPMENT MAINTENANCE				3.01
POLICE #2- AIR AND OIL FILTER	EQUIPMENT MAINTENANCE				9.09
ES STOCK- DEF	EQUIPMENT MAINTENANCE				212.50
POLICE #17- AIR AND OIL FILTER	EQUIPMENT MAINTENANCE				11.51
POLICE #4- OIL AND AIR FILTER	EQUIPMENT MAINTENANCE				11.53
POLICE #7- OIL FILTER	EQUIPMENT MAINTENANCE				3.14
POLICE #21- OIL AND AIR FILTER	EQUIPMENT MAINTENANCE				13.85
WATER #032- OIL FILTER	EQUIPMENT MAINTENANCE				3.07
TRANS STOCK- DEF	EQUIPMENT MAINTENANCE				51.00
CENTRAL GARAGE- BLUE DEF	OIL & ANTIFREEZE				64.44
WATER #38- OIL FILTER	EQUIPMENT MAINTENANCE				3.07
WATER #33- OIL FILTER	EQUIPMENT MAINTENANCE				3.07
				Fund 725 - CENTRAL GARAGE Total:	704.42
				Vendor 02583 - ADVANCE AUTO PARTS Total:	742.92
Vendor: 03711 - AMAZON.COM HEADQUARTERS					
Fund: 111 - GENERAL					
Dep. sup.	DEPARTMENT SUPPLIES				51.32
				Fund 111 - GENERAL Total:	51.32
Fund: 223 - KENO					
Dep. sup.	DEPARTMENT SUPPLIES				37.57
				Fund 223 - KENO Total:	37.57
				Vendor 03711 - AMAZON.COM HEADQUARTERS Total:	88.89
Vendor: 00295 - B & H INVESTMENTS, INC					
Fund: 111 - GENERAL					
BLDG MAINT-PD	BUILDING MAINTENANCE				10.75
BLDG MAINT-PD	BUILDING MAINTENANCE				10.75
Dep. sup. - LIBRARY	DEPARTMENT SUPPLIES				31.00
				Fund 111 - GENERAL Total:	52.50
				Vendor 00295 - B & H INVESTMENTS, INC Total:	52.50
Vendor: 09716 - BLACK HILLS GAS DISTRIBUTION LLC					
Fund: 111 - GENERAL					
Monthly Energy Bill	HEATING FUEL				388.60
Monthly Energy Bill	HEATING FUEL				258.77
Monthly Energy Bill	HEATING FUEL				258.76
Monthly Energy Bill	HEATING FUEL				124.44
Monthly Energy Bill	HEATING FUEL				326.24
Monthly Energy Bill	HEATING FUEL				561.68
Monthly Energy Bill	HEATING FUEL				117.35
				Fund 111 - GENERAL Total:	2,035.84
Fund: 212 - TRANSPORTATION					
Monthly Energy Bill	HEATING FUEL				1,133.27
				Fund 212 - TRANSPORTATION Total:	1,133.27
Fund: 621 - ENVIRONMENTAL SERVICES					
Monthly Energy Bill	HEATING FUEL				324.91
				Fund 621 - ENVIRONMENTAL SERVICES Total:	324.91

Expense Approval Report

Post Dates: 11/19/2019 - 12/02/2019

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 641 - WATER					
Monthly Energy Bill	HEATING FUEL				133.83
Fund 641 - WATER Total:					133.83
Fund: 725 - CENTRAL GARAGE					
Monthly Energy Bill	HEATING FUEL				228.84
Fund 725 - CENTRAL GARAGE Total:					228.84
Vendor 09716 - BLACK HILLS GAS DISTRIBUTION LLC Total:					3,856.69
Vendor: 10102 - BLOEDORN LUMBER CO - ALLIANCE					
Fund: 111 - GENERAL					
Dep. sup.	DEPARTMENT SUPPLIES				355.60
Fund 111 - GENERAL Total:					355.60
Vendor 10102 - BLOEDORN LUMBER CO - ALLIANCE Total:					355.60
Vendor: 00405 - BLUFFS SANITARY SUPPLY INC.					
Fund: 111 - GENERAL					
Jan. sup.	JANITORIAL SUPPLIES				121.14
Jan. sup.	JANITORIAL SUPPLIES				-73.37
Fund 111 - GENERAL Total:					47.77
Vendor 00405 - BLUFFS SANITARY SUPPLY INC. Total:					47.77
Vendor: 00055 - CARR- TRUMBULL LUMBER CO, INC.					
Fund: 212 - TRANSPORTATION					
SUPP - GOLD SPRAY	DEPARTMENT SUPPLIES				4.79
Fund 212 - TRANSPORTATION Total:					4.79
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				181.81
Fund 641 - WATER Total:					181.81
Vendor 00055 - CARR- TRUMBULL LUMBER CO, INC. Total:					186.60
Vendor: 07911 - CELLCO PARTNERSHIP					
Fund: 111 - GENERAL					
NOVEMBER CELL PHONE	CELLULAR PHONE				269.28
EM modem	PHONE & INTERNET				44.13
CELL PHONES-PD	PHONE & INTERNET				1,358.94
Fund 111 - GENERAL Total:					1,672.35
Vendor 07911 - CELLCO PARTNERSHIP Total:					1,672.35
Vendor: 07250 - CHRIS REYES					
Fund: 111 - GENERAL					
DEPT SUPPL-PD	DEPARTMENT SUPPLIES				170.00
Fund 111 - GENERAL Total:					170.00
Vendor 07250 - CHRIS REYES Total:					170.00
Vendor: 02396 - CITIBANK N.A.					
Fund: 111 - GENERAL					
SHIPPING TURNOUT GEAR FOR ...	DEPARTMENT SUPPLIES				47.63
DEPT SUPP PARK	DEPARTMENT SUPPLIES				225.52
PRINTER TONER AND POSTIT SI...	DEPARTMENT SUPPLIES				104.99
SHIPPING TURNOUT GEAR FOR ...	DEPARTMENT SUPPLIES				50.14
Fund 111 - GENERAL Total:					428.28
Fund: 213 - CEMETERY					
DEPT SUPP CEM	DEPARTMENT SUPPLIES				104.96
DEPT SUPP CEM	DEPARTMENT SUPPLIES				22.99
Fund 213 - CEMETERY Total:					127.95
Vendor 02396 - CITIBANK N.A. Total:					556.23

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00267 - CONTRACTORS MATERIALS INC.					
Fund: 621 - ENVIRONMENTAL SERVICES					
SHRINK WRAP	DEPARTMENT SUPPLIES				109.76
Fund 621 - ENVIRONMENTAL SERVICES Total:					109.76
Vendor 00267 - CONTRACTORS MATERIALS INC. Total:					109.76
Vendor: 09824 - CORE & MAIN LP					
Fund: 641 - WATER					
METERS	METERS				4,513.29
METERS	METERS				1,188.99
METERS	METERS				2,738.78
METERS	METERS				-1,369.39
Fund 641 - WATER Total:					7,071.67
Vendor 09824 - CORE & MAIN LP Total:					7,071.67
Vendor: 09767 - CROELL INC					
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				137.50
Fund 641 - WATER Total:					137.50
Vendor 09767 - CROELL INC Total:					137.50
Vendor: 07689 - CYNTHIA GREEN					
Fund: 111 - GENERAL					
Dep. sup.	DEPARTMENT SUPPLIES				14.14
DEPT SUPP	REGULAR SALARIES				8.49
DEPT SUPP	DEPARTMENT SUPPLIES				15.19
DEPT SUPP	DEPARTMENT SUPPLIES				8.49
DEPT SUPP	DEPARTMENT SUPPLIES				8.49
DEPT SUPP	DEPARTMENT SUPPLIES				15.19
DEPT SUPP	DEPARTMENT SUPPLIES				12.99
DEPT SUPP	DEPARTMENT SUPPLIES				9.29
DEPT SUPP	DEPARTMENT SUPPLIES				8.49
DEPT SUPP	DEPARTMENT SUPPLIES				8.49
DEPT SUPP KIM	DEPARTMENT SUPPLIES				11.49
Dep. sup.	DEPARTMENT SUPPLIES				3.83
Fund 111 - GENERAL Total:					124.57
Fund: 224 - ECONOMIC DEVELOPMENT					
DEPT SUPP	DEPARTMENT SUPPLIES				9.29
Fund 224 - ECONOMIC DEVELOPMENT Total:					9.29
Vendor 07689 - CYNTHIA GREEN Total:					133.86
Vendor: 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE					
Fund: 111 - GENERAL					
Monthly Long Distance	PHONE & INTERNET				7.91
Monthly Long Distance	PHONE & INTERNET				1.74
Monthly Long Distance	PHONE & INTERNET				27.22
Monthly Long Distance	PHONE & INTERNET				2.20
Monthly Long Distance	PHONE & INTERNET				6.49
Monthly Long Distance	PHONE & INTERNET				7.80
Monthly Long Distance	PHONE & INTERNET				38.61
Monthly Long Distance	PHONE & INTERNET				21.13
Monthly Long Distance	PHONE & INTERNET				2.46
Monthly Long Distance	PHONE & INTERNET				2.35
LONG DISTANCE	PHONE & INTERNET				2.35
Fund 111 - GENERAL Total:					120.26
Fund: 212 - TRANSPORTATION					
Monthly Long Distance	PHONE & INTERNET				6.53
Fund 212 - TRANSPORTATION Total:					6.53

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 213 - CEMETERY					
Monthly Long Distance	PHONE & INTERNET				2.51
Fund 213 - CEMETERY Total:					2.51
Fund: 224 - ECONOMIC DEVELOPMENT					
Monthly Long Distance	PHONE & INTERNET				15.64
Fund 224 - ECONOMIC DEVELOPMENT Total:					15.64
Fund: 621 - ENVIRONMENTAL SERVICES					
Monthly Long Distance	PHONE & INTERNET				3.32
Fund 621 - ENVIRONMENTAL SERVICES Total:					3.32
Fund: 631 - WASTEWATER					
Monthly Long Distance	PHONE & INTERNET				3.46
Fund 631 - WASTEWATER Total:					3.46
Fund: 641 - WATER					
Monthly Long Distance	PHONE & INTERNET				2.02
Fund 641 - WATER Total:					2.02
Fund: 661 - STORMWATER					
Monthly Long Distance	PHONE & INTERNET				5.49
Fund 661 - STORMWATER Total:					5.49
Fund: 721 - GIS SERVICES					
Monthly Long Distance	PHONE & INTERNET				1.34
Fund 721 - GIS SERVICES Total:					1.34
Fund: 725 - CENTRAL GARAGE					
Monthly Long Distance	PHONE & INTERNET				2.09
Fund 725 - CENTRAL GARAGE Total:					2.09
Vendor 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE Total:					162.66
Vendor: 07421 - DUANE E. WOHLERS					
Fund: 621 - ENVIRONMENTAL SERVICES					
HAULING RECYCLING TO DENV...	DISPOSAL FEES				800.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					800.00
Vendor 07421 - DUANE E. WOHLERS Total:					800.00
Vendor: 03950 - ENERGY LABORATORIES, INC DEPT 6250					
Fund: 641 - WATER					
SAMPLES	SAMPLES				135.00
Fund 641 - WATER Total:					135.00
Vendor 03950 - ENERGY LABORATORIES, INC DEPT 6250 Total:					135.00
Vendor: 01790 - ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC					
Fund: 111 - GENERAL					
DEPT EQPMNT MNTNC	EQUIPMENT MAINTENANCE				400.00
Fund 111 - GENERAL Total:					400.00
Fund: 213 - CEMETERY					
SOFTWARE SUPPORT	CONTRACTUAL SERVICES				500.00
Fund 213 - CEMETERY Total:					500.00
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				1,750.00
Fund 631 - WASTEWATER Total:					1,750.00
Fund: 641 - WATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				1,750.00
Fund 641 - WATER Total:					1,750.00
Fund: 721 - GIS SERVICES					
DEPT EQPMNT MNTNC	EQUIPMENT MAINTENANCE				3,000.00
DEPT EQPMNT MNTNC	EQUIPMENT MAINTENANCE				3,000.00
DEPT EQPMNT MNTNC	EQUIPMENT MAINTENANCE				2,800.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
DEPT EQPMNT MNTNC	EQUIPMENT MAINTENANCE				400.00
Fund 721 - GIS SERVICES Total:					9,200.00
Vendor 01790 - ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC Total:					13,600.00
Vendor: 10008 - FAIRFIELD INN & SUITES SCOTTSBLUFF					
Fund: 631 - WASTEWATER					
SCHOOLS & CONF	SCHOOL & CONFERENCE				239.90
Fund 631 - WASTEWATER Total:					239.90
Vendor 10008 - FAIRFIELD INN & SUITES SCOTTSBLUFF Total:					239.90
Vendor: 02460 - FASTENAL COMPANY					
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				16.49
Fund 631 - WASTEWATER Total:					16.49
Vendor 02460 - FASTENAL COMPANY Total:					16.49
Vendor: 07574 - FAT BOYS TIRE AND AUTO					
Fund: 725 - CENTRAL GARAGE					
CENTRAL GARAGE PICKUP- NEW..VEHICLE MAINTENANCE					665.00
Fund 725 - CENTRAL GARAGE Total:					665.00
Vendor 07574 - FAT BOYS TIRE AND AUTO Total:					665.00
Vendor: 00548 - FEDERAL EXPRESS CORPORATION					
Fund: 111 - GENERAL					
SHIPPING-PD	POSTAGE				85.56
Fund 111 - GENERAL Total:					85.56
Fund: 631 - WASTEWATER					
POSTAGE	POSTAGE				188.59
Fund 631 - WASTEWATER Total:					188.59
Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:					274.15
Vendor: 00794 - FLOYD'S TRUCK CENTER SCOTTSBLUFF					
Fund: 725 - CENTRAL GARAGE					
ES #812- HOOD LATCH	EQUIPMENT MAINTENANCE				48.16
Fund 725 - CENTRAL GARAGE Total:					48.16
Vendor 00794 - FLOYD'S TRUCK CENTER SCOTTSBLUFF Total:					48.16
Vendor: 05600 - GALLS INC					
Fund: 111 - GENERAL					
UNIFORMS-PD	UNIFORMS & CLOTHING				176.97
UNIFORMS-PD	UNIFORMS & CLOTHING				106.01
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE				80.94
Fund 111 - GENERAL Total:					363.92
Vendor 05600 - GALLS INC Total:					363.92
Vendor: 00022 - GENERAL ELECTRIC CAPITAL CORPORATION					
Fund: 111 - GENERAL					
Prgrm. & A/V	AUDIOVISUAL SUPPLIES				17.96
Prgrm. & A/V	PROGRAMMING				34.82
Dep. sup.	DEPARTMENT SUPPLIES				139.67
DEPT SUPP ADM	DEPARTMENT SUPPLIES				66.35
DEPT SUPP ADM	DEPARTMENT SUPPLIES				29.88
DEPT SUPPL-PD	DEPARTMENT SUPPLIES				50.96
DISH SOAP AND DISHWASHER ...	DEPARTMENT SUPPLIES				36.42
NAPKINS AND PLASTICWARE	DEPARTMENT SUPPLIES				16.93
DRINKING WATER	DEPARTMENT SUPPLIES				23.88
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE				39.76
Dep. sup.	DEPARTMENT SUPPLIES				69.23
Fund 111 - GENERAL Total:					525.86
Vendor 00022 - GENERAL ELECTRIC CAPITAL CORPORATION Total:					525.86

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00602 - GENERAL TRAFFIC CONTROLS, INC					
Fund: 212 - TRANSPORTATION					
TRAFFIC SIGNAL CONTROLLER ...	ELECTRICAL MAINTENANCE				16,525.00
				Fund 212 - TRANSPORTATION Total:	16,525.00
				Vendor 00602 - GENERAL TRAFFIC CONTROLS, INC Total:	16,525.00
Vendor: 05875 - HOBBS, CHAD					
Fund: 111 - GENERAL					
TUITION REIMB. - FY19-20	TUITION SUPPORT				600.00
				Fund 111 - GENERAL Total:	600.00
				Vendor 05875 - HOBBS, CHAD Total:	600.00
Vendor: 00299 - HULLINGER GLASS & LOCKS INC.					
Fund: 111 - GENERAL					
VEH MAINT-PD	VEHICLE MAINTENANCE				8.00
				Fund 111 - GENERAL Total:	8.00
				Vendor 00299 - HULLINGER GLASS & LOCKS INC. Total:	8.00
Vendor: 00525 - IDEAL LAUNDRY AND CLEANERS, INC.					
Fund: 111 - GENERAL					
Jan. sup.	JANITORIAL SUPPLIES				89.25
DEPT SUPP ADM	DEPARTMENT SUPPLIES				52.79
				Fund 111 - GENERAL Total:	142.04
Fund: 212 - TRANSPORTATION					
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES				230.20
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES				33.26
				Fund 212 - TRANSPORTATION Total:	263.46
Fund: 621 - ENVIRONMENTAL SERVICES					
RUGS, SHOP TOWELS, MOPS	DEPARTMENT SUPPLIES				103.92
				Fund 621 - ENVIRONMENTAL SERVICES Total:	103.92
Fund: 631 - WASTEWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				29.33
				Fund 631 - WASTEWATER Total:	29.33
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				29.34
				Fund 641 - WATER Total:	29.34
Fund: 725 - CENTRAL GARAGE					
CENTRAL GARAGE- RUGS AND ...	DEPARTMENT SUPPLIES				34.79
CENTRAL GARAGE- RUGS AND ...	DEPARTMENT SUPPLIES				34.79
				Fund 725 - CENTRAL GARAGE Total:	69.58
				Vendor 00525 - IDEAL LAUNDRY AND CLEANERS, INC. Total:	637.67
Vendor: 02578 - INFINITY CONSTRUCTION, INC.					
Fund: 212 - TRANSPORTATION					
18TH ST. PLAZA ALLEY WORK	STREET MAINTENANCE				20,860.00
				Fund 212 - TRANSPORTATION Total:	20,860.00
				Vendor 02578 - INFINITY CONSTRUCTION, INC. Total:	20,860.00
Vendor: 09291 - INGRAM LIBRARY SERVICES INC					
Fund: 111 - GENERAL					
Bks.	BOOKS				45.36
Bks.	BOOKS				1,063.40
				Fund 111 - GENERAL Total:	1,108.76
				Vendor 09291 - INGRAM LIBRARY SERVICES INC Total:	1,108.76
Vendor: 08525 - INTRALINKS, INC					
Fund: 111 - GENERAL					
DATTO ALTO 3 - LIBRARY	CONTRACTUAL SERVICES				218.00
				Fund 111 - GENERAL Total:	218.00
				Vendor 08525 - INTRALINKS, INC Total:	218.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 06131 - JOHN DEERE FINANCIAL					
Fund: 111 - GENERAL					
UNIFORMS PARK	UNIFORMS & CLOTHING				69.99
DEPT SUPP PARK	DEPARTMENT SUPPLIES				20.98
Fund 111 - GENERAL Total:					90.97
Fund: 212 - TRANSPORTATION					
SUPP - TRIMMER LINE	DEPARTMENT SUPPLIES				34.99
SUPP - GALV. WIRE	DEPARTMENT SUPPLIES				50.00
SUPP - T POSTS FOR SNOW FEN...	DEPARTMENT SUPPLIES				419.00
SUPP - CHAIN LOOPS, CHAIN OIL	DEPARTMENT SUPPLIES				130.94
SUPP - BOLT & SPRING SNAPS	DEPARTMENT SUPPLIES				31.92
Fund 212 - TRANSPORTATION Total:					666.85
Fund: 213 - CEMETERY					
DEPT SUPP CEM	DEPARTMENT SUPPLIES				58.97
DEPT SUPP CEM	DEPARTMENT SUPPLIES				47.98
Fund 213 - CEMETERY Total:					106.95
Fund: 621 - ENVIRONMENTAL SERVICES					
TUBE REPLACEMENTS	DEPARTMENT SUPPLIES				62.92
Fund 621 - ENVIRONMENTAL SERVICES Total:					62.92
Vendor 06131 - JOHN DEERE FINANCIAL Total:					927.69
Vendor: 08067 - JOHN DEERE FINANCIAL					
Fund: 111 - GENERAL					
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE				36.97
Fund 111 - GENERAL Total:					36.97
Vendor 08067 - JOHN DEERE FINANCIAL Total:					36.97
Vendor: 09747 - KNOW HOW LLC					
Fund: 111 - GENERAL					
DEPT SUPP PARK	DEPARTMENT SUPPLIES				16.85
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE				48.38
VEH MAINT PARK	VEHICLE MAINTENANCE				59.94
BATTERIES FOR DIVE BUS	DEPARTMENT SUPPLIES				340.90
Fund 111 - GENERAL Total:					466.07
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				168.41
EQUIP MAINT	EQUIPMENT MAINTENANCE				99.95
Fund 631 - WASTEWATER Total:					268.36
Fund: 641 - WATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				28.56
Fund 641 - WATER Total:					28.56
Fund: 725 - CENTRAL GARAGE					
TRANS #472- STARTER	EQUIPMENT MAINTENANCE				330.70
CENTRAL GARAGE- MOUNTING...	DEPARTMENT SUPPLIES				8.82
CENTRAL GARAGE PICKUP- BRA...	VEHICLE MAINTENANCE				25.94
CENTRAL GARAGE PICKUP- BRA...	VEHICLE MAINTENANCE				2.84
CEMETERY #568- AIR FILTER	EQUIPMENT MAINTENANCE				21.97
SWAT VAN #16- VOLTAGE REG...	EQUIPMENT MAINTENANCE				19.98
CENTRAL GARAGE PICKUP- VAL...	VEHICLE MAINTENANCE				22.43
POLICE #4- CONTROL ARM AND...	EQUIPMENT MAINTENANCE				145.50
TREANS #472- RETURNED CORE	EQUIPMENT MAINTENANCE				-61.73
Fund 725 - CENTRAL GARAGE Total:					516.45
Vendor 09747 - KNOW HOW LLC Total:					1,279.44
Vendor: 09872 - KRIZ DAVIS					
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				518.95
Fund 631 - WASTEWATER Total:					518.95
Vendor 09872 - KRIZ DAVIS Total:					518.95

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 07670 - MARK WESTPHAL					
Fund: 223 - KENO					
TREE - DOWNTOWN PLAZA	DEPARTMENT SUPPLIES				500.00
Fund 223 - KENO Total:					500.00
Vendor 07670 - MARK WESTPHAL Total:					500.00
Vendor: 07628 - MENARDS, INC					
Fund: 111 - GENERAL					
DEPARTMENT SUPPLIES	DEPARTMENT SUPPLIES				13.42
DIESEL EXHAUST FLUID AND SE...	DEPARTMENT SUPPLIES				34.91
DEPT SUPP PARK	DEPARTMENT SUPPLIES				44.94
Fund 111 - GENERAL Total:					93.27
Fund: 212 - TRANSPORTATION					
SUPP - FLAP KIT	DEPARTMENT SUPPLIES				9.97
SUPP - CONN, PLUG	DEPARTMENT SUPPLIES				13.94
Fund 212 - TRANSPORTATION Total:					23.91
Fund: 631 - WASTEWATER					
ELECTRICAL MAINT	ELECTRICAL MAINTENANCE				55.47
DEPT SUP	DEPARTMENT SUPPLIES				10.24
Fund 631 - WASTEWATER Total:					65.71
Fund: 641 - WATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				89.87
EQUIP MAINT	EQUIPMENT MAINTENANCE				-9.63
DEPT SUP	DEPARTMENT SUPPLIES				213.99
DEPT SUP	EQUIPMENT MAINTENANCE				95.22
Fund 641 - WATER Total:					389.45
Vendor 07628 - MENARDS, INC Total:					572.34
Vendor: 07253 - MICHAEL B KEMBEL					
Fund: 111 - GENERAL					
OVERHEAD DOOR CAPACITOR R...BUILDING MAINTENANCE					170.00
Fund 111 - GENERAL Total:					170.00
Vendor 07253 - MICHAEL B KEMBEL Total:					170.00
Vendor: 00705 - MIDLANDS NEWSPAPERS, INC					
Fund: 111 - GENERAL					
LEGAL NOTICE	LEGAL PUBLICATIONS				21.76
PUBLISHING-PD	PUBLICATIONS				157.30
PUBLISHING-PD	PUBLICATIONS				157.30
Fund 111 - GENERAL Total:					336.36
Fund: 212 - TRANSPORTATION					
1 YEAR SUBSCRIPTION	PUBLICATIONS				190.15
Fund 212 - TRANSPORTATION Total:					190.15
Vendor 00705 - MIDLANDS NEWSPAPERS, INC Total:					526.51
Vendor: 00748 - MOTOROLA SOLUTIONS, INC					
Fund: 111 - GENERAL					
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE				327.04
Fund 111 - GENERAL Total:					327.04
Vendor 00748 - MOTOROLA SOLUTIONS, INC Total:					327.04
Vendor: 02569 - MUNIMETRIX SYSTEMS CORP					
Fund: 111 - GENERAL					
IMAGESILO - OCTOBER 2019	CONTRACTUAL SERVICES				39.99
Fund 111 - GENERAL Total:					39.99
Vendor 02569 - MUNIMETRIX SYSTEMS CORP Total:					39.99

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 09304 - NCMA					
Fund: 111 - GENERAL					
MEMBERSHIP N.JOHNSON 11/1... MEMBERSHIPS					470.00
				Fund 111 - GENERAL Total:	470.00
				Vendor 09304 - NCMA Total:	470.00
Vendor: 00233 - NE DEPT OF ENVIRONMENTAL CONTR					
Fund: 631 - WASTEWATER					
DEBT SERVICE PMTS	ADMIN COSTS & FEES				1,215.42
DEBT SERVICE PMTS	DEBT SERVICE-PRINCIPAL				162,660.60
DEBT SERVICE PMTS	DEBT SERVICE-INTEREST				6,318.70
				Fund 631 - WASTEWATER Total:	170,194.72
				Vendor 00233 - NE DEPT OF ENVIRONMENTAL CONTR Total:	170,194.72
Vendor: 00797 - NE DEPT OF REVENUE					
Fund: 111 - GENERAL					
SALES TAX	SALES TAX PAYABLE				125.75
				Fund 111 - GENERAL Total:	125.75
Fund: 641 - WATER					
SALES TAX	SALES TAX PAYABLE				13,594.67
SALES TAX	SALES TAX PAYABLE				16,049.84
				Fund 641 - WATER Total:	29,644.51
Fund: 661 - STORMWATER					
SALES TAX	SALES TAX PAYABLE				590.62
				Fund 661 - STORMWATER Total:	590.62
				Vendor 00797 - NE DEPT OF REVENUE Total:	30,360.88
Vendor: 00402 - NEBRASKA MACHINERY CO					
Fund: 111 - GENERAL					
GROUND MAINT PARK,	GROUNDS MAINTENANCE				635.40
GROUND MAINT PARK	GROUNDS MAINTENANCE				895.23
				Fund 111 - GENERAL Total:	1,530.63
Fund: 621 - ENVIRONMENTAL SERVICES					
HEAL PLATE FOR UNIT #831	EQUIPMENT MAINTENANCE				600.32
				Fund 621 - ENVIRONMENTAL SERVICES Total:	600.32
				Vendor 00402 - NEBRASKA MACHINERY CO Total:	2,130.95
Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT					
Fund: 631 - WASTEWATER					
ELECTRIC	ELECTRIC POWER				14,646.73
ELECTRIC	ELECTRIC POWER				181.82
				Fund 631 - WASTEWATER Total:	14,828.55
Fund: 641 - WATER					
ELECTRIC	ELECTRIC POWER				1,959.92
ELECTRIC	ELECTRIC POWER				4,825.03
				Fund 641 - WATER Total:	6,784.95
				Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:	21,613.50
Vendor: 09487 - NEWMAN, TIMOTHY					
Fund: 111 - GENERAL					
TRAVEL EXPENSES	SCHOOL & CONFERENCE				120.00
				Fund 111 - GENERAL Total:	120.00
				Vendor 09487 - NEWMAN, TIMOTHY Total:	120.00
Vendor: 00550 - PANHANDLE COOPERATIVE ASSOCIATION					
Fund: 111 - GENERAL					
OCTOBER GASOLINE	GASOLINE				299.02
GASOLINE-EM	GASOLINE				274.00
FUEL	GASOLINE				1,237.36
FUEL	OTHER FUEL				1,129.52
FUEL DS	GASOLINE				81.67

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
GASOLINE-PD	GASOLINE				4,565.28
				Fund 111 - GENERAL Total:	7,586.85
Fund: 212 - TRANSPORTATION					
UNLEADED GASOLINE	GASOLINE				952.30
UNLEADED GASOLINE	OTHER FUEL				2,111.80
				Fund 212 - TRANSPORTATION Total:	3,064.10
Fund: 224 - ECONOMIC DEVELOPMENT					
FUEL	GASOLINE				61.24
FUEL CREDIT	GASOLINE				-4.10
				Fund 224 - ECONOMIC DEVELOPMENT Total:	57.14
Fund: 621 - ENVIRONMENTAL SERVICES					
FLEET GASOLINE	GASOLINE				414.97
FLEET GASOLINE	GASOLINE				0.07
FLEET GASOLINE	OTHER FUEL				7,882.95
				Fund 621 - ENVIRONMENTAL SERVICES Total:	8,297.99
Fund: 631 - WASTEWATER					
FUEL	GASOLINE				814.18
FUEL	OTHER FUEL				950.40
FUEL	OTHER FUEL				1,241.08
				Fund 631 - WASTEWATER Total:	3,005.66
Fund: 641 - WATER					
FUEL	GASOLINE				1,233.06
FUEL	OTHER FUEL				68.09
				Fund 641 - WATER Total:	1,301.15
Fund: 661 - STORMWATER					
FUEL	GASOLINE				34.44
				Fund 661 - STORMWATER Total:	34.44
				Vendor 00550 - PANHANDLE COOPERATIVE ASSOCIATION Total:	23,347.33
Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC					
Fund: 631 - WASTEWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				93.00
CONTRACTUAL SVC	CONTRACTUAL SERVICES				93.00
				Fund 631 - WASTEWATER Total:	186.00
Fund: 641 - WATER					
SAMPLES	SAMPLES				80.00
SAMPLES	SAMPLES				80.00
				Fund 641 - WATER Total:	160.00
				Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:	346.00
Vendor: 00017 - PANHANDLE HUMANE SOCIETY					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				5,278.08
				Fund 111 - GENERAL Total:	5,278.08
				Vendor 00017 - PANHANDLE HUMANE SOCIETY Total:	5,278.08
Vendor: 10030 - PLATTE RIVER GLASS RODNEY L FLOTH					
Fund: 641 - WATER					
VEH MAINT	VEHICLE MAINTENANCE				198.40
				Fund 641 - WATER Total:	198.40
				Vendor 10030 - PLATTE RIVER GLASS RODNEY L FLOTH Total:	198.40
Vendor: 00272 - POSTMASTER					
Fund: 621 - ENVIRONMENTAL SERVICES					
Postage	POSTAGE				85.22
				Fund 621 - ENVIRONMENTAL SERVICES Total:	85.22
Fund: 631 - WASTEWATER					
Postage	POSTAGE				85.22
				Fund 631 - WASTEWATER Total:	85.22

Expense Approval Report

Post Dates: 11/19/2019 - 12/02/2019

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 641 - WATER					
Postage	POSTAGE				85.22
				Fund 641 - WATER Total:	85.22
				Vendor 00272 - POSTMASTER Total:	255.66
Vendor: 00796 - POWERPLAN					
Fund: 725 - CENTRAL GARAGE					
CEMETERY #568- GASKET AND ...	EQUIPMENT MAINTENANCE				17.46
				Fund 725 - CENTRAL GARAGE Total:	17.46
				Vendor 00796 - POWERPLAN Total:	17.46
Vendor: 00266 - QUILL CORPORATION					
Fund: 111 - GENERAL					
DEPT SUPPL-PD	DEPARTMENT SUPPLIES				17.99
DEPT SUPPL-PD	DEPARTMENT SUPPLIES				7.20
DEPT & JANIT SUPPL-PD	DEPARTMENT SUPPLIES				47.73
DEPT & JANIT SUPPL-PD	DEPARTMENT SUPPLIES				47.72
DEPT & JANIT SUPPL-PD	DEPARTMENT SUPPLIES				103.49
DEPT & JANIT SUPPL-PD	JANITORIAL SUPPLIES				1.00
DEPT SUPPL-PD	DEPARTMENT SUPPLIES				32.64
DEPT & INVEST SUPPL-PD	DEPARTMENT SUPPLIES				95.30
DEPT & INVEST SUPPL-PD	INVESTIGATIVE EXPENSES				67.10
DEPT SUPPL-PD	DEPARTMENT SUPPLIES				16.99
				Fund 111 - GENERAL Total:	437.16
				Vendor 00266 - QUILL CORPORATION Total:	437.16
Vendor: 04089 - REGIONAL CARE INC					
Fund: 812 - HEALTH INSURANCE					
FLEX FUNDING	FLEXIBLE BENFT EXPENSES				589.60
HEALTH INS. PREMIUM - DECE...	PREMIUM EXPENSE				33,305.25
				Fund 812 - HEALTH INSURANCE Total:	33,894.85
				Vendor 04089 - REGIONAL CARE INC Total:	33,894.85
Vendor: 00364 - REGIONAL WEST MEDICAL CENTER					
Fund: 111 - GENERAL					
MEDICAL SUPPLIES FOR ALS	DEPARTMENT SUPPLIES				319.56
				Fund 111 - GENERAL Total:	319.56
				Vendor 00364 - REGIONAL WEST MEDICAL CENTER Total:	319.56
Vendor: 10103 - REZNOR RANDAL & GAYLE					
Fund: 213 - CEMETERY					
QUIT CLAIM DEED	MISCELLANEOUS				685.00
				Fund 213 - CEMETERY Total:	685.00
				Vendor 10103 - REZNOR RANDAL & GAYLE Total:	685.00
Vendor: 08204 - RIVERSIDE ZOOLOGICAL FOUNDATION					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				87,500.00
				Fund 111 - GENERAL Total:	87,500.00
				Vendor 08204 - RIVERSIDE ZOOLOGICAL FOUNDATION Total:	87,500.00
Vendor: 09564 - ROCKSTEP SCOTTSBLUFF LLC					
Fund: 215 - SPECIAL PROJECTS					
BUSINESS OCC. TAX	CONTRACTUAL SERVICES				20,964.06
				Fund 215 - SPECIAL PROJECTS Total:	20,964.06
				Vendor 09564 - ROCKSTEP SCOTTSBLUFF LLC Total:	20,964.06
Vendor: 10022 - ROUNDHOUSE BUNKER GEAR SERVICE					
Fund: 111 - GENERAL					
TURNOUT ADVANCED CLEANIN...	EQUIPMENT MAINTENANCE				1,069.04
				Fund 111 - GENERAL Total:	1,069.04
				Vendor 10022 - ROUNDHOUSE BUNKER GEAR SERVICE Total:	1,069.04

Expense Approval Report

Post Dates: 11/19/2019 - 12/02/2019

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 09997 - RURAL HEALTH DEVELOPMENT, INC.					
Fund: 224 - ECONOMIC DEVELOPMENT					
ECONOMIC DEV	ECONOMIC DEVELOPMENT				6,383.33
Fund 224 - ECONOMIC DEVELOPMENT Total:					6,383.33
Vendor 09997 - RURAL HEALTH DEVELOPMENT, INC. Total:					6,383.33
Vendor: 00564 - RUSCH'S GENERAL CONTRACTING, LLC					
Fund: 111 - GENERAL					
BLDG MAINT REC	BUILDING MAINTENANCE				145.00
Fund 111 - GENERAL Total:					145.00
Vendor 00564 - RUSCH'S GENERAL CONTRACTING, LLC Total:					145.00
Vendor: 00827 - SCOTTSBLUFF PUB SCHOOLS					
Fund: 111 - GENERAL					
PERMIT/LICENSE FEES 4/1/19 - ... BIKE LICENSE PAYABLE					45.00
PERMIT/LICENSE FEES 4/1/19 - ... PEDDLERS PERMIT PAYABLE					1,135.00
PERMIT/LICENSE FEES 4/1/19 - ... LIQUOR LICENSE PAYABLE					5,100.00
PERMIT/LICENSE FEES 4/1/19 - ... CONTRACTORS LIC PAYABLE					5,470.00
PERMIT/LICENSE FEES 4/1/19 - ... PAWN BROKER LIC PAYABLE					100.00
PERMIT/LICENSE FEES 4/1/19 - ... MOBILE HOME LIC PAYABLE					970.00
Fund 111 - GENERAL Total:					12,820.00
Vendor 00827 - SCOTTSBLUFF PUB SCHOOLS Total:					12,820.00
Vendor: 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC					
Fund: 111 - GENERAL					
UNIFORMS-PD	UNIFORMS & CLOTHING				55.00
Fund 111 - GENERAL Total:					55.00
Vendor 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC Total:					55.00
Vendor: 00786 - SHERWIN WILLIAMS					
Fund: 111 - GENERAL					
GROUND MAINT PAR	GROUNDS MAINTENANCE				361.90
GROUND MAINT PARK	GROUNDS MAINTENANCE				73.38
Fund 111 - GENERAL Total:					435.28
Vendor 00786 - SHERWIN WILLIAMS Total:					435.28
Vendor: 00513 - SNELL SERVICES INC.					
Fund: 111 - GENERAL					
Bldg. main.	BUILDING MAINTENANCE				164.00
Fund 111 - GENERAL Total:					164.00
Vendor 00513 - SNELL SERVICES INC. Total:					164.00
Vendor: 09663 - SOUNDSLEEPER SECURITY INC.					
Fund: 111 - GENERAL					
CONTRACTUAL-PD	CONTRACTUAL SERVICES				14.95
Fund 111 - GENERAL Total:					14.95
Vendor 09663 - SOUNDSLEEPER SECURITY INC. Total:					14.95
Vendor: 01235 - STATE OF NE.					
Fund: 111 - GENERAL					
CONTRACTUAL-PD	CONTRACTUAL SERVICES				105.00
CONTRACTUAL-PD	CONTRACTUAL SERVICES				105.00
CONTRACTUAL-PD	CONTRACTUAL SERVICES				105.00
CONTRACTUAL-PD	CONTRACTUAL SERVICES				105.00
CONTRACTUAL-PD	CONTRACTUAL SERVICES				105.00
Fund 111 - GENERAL Total:					525.00
Vendor 01235 - STATE OF NE. Total:					525.00

Expense Approval Report

Post Dates: 11/19/2019 - 12/02/2019

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 01325 - THE PEAVEY CORP					
Fund: 111 - GENERAL					
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES				242.25
				Fund 111 - GENERAL Total:	242.25
				Vendor 01325 - THE PEAVEY CORP Total:	242.25
Vendor: 09840 - UNITED STATES WELDING					
Fund: 621 - ENVIRONMENTAL SERVICES					
TANK RENTALS	CONTRACTUAL SERVICES				44.41
				Fund 621 - ENVIRONMENTAL SERVICES Total:	44.41
				Vendor 09840 - UNITED STATES WELDING Total:	44.41
Vendor: 08828 - US BANK					
Fund: 111 - GENERAL					
CLERK INSTITUTE & ACADEMY -...	SCHOOL & CONFERENCE				223.00
CLERK INSTITUTE & ACADEMY -...	SCHOOL & CONFERENCE				393.00
ANNUAL GOVT GAAP UPDATE	SCHOOL & CONFERENCE				135.00
				Fund 111 - GENERAL Total:	751.00
Fund: 212 - TRANSPORTATION					
EXPENSE - M. BOHL	DEPARTMENT SUPPLIES				53.89
				Fund 212 - TRANSPORTATION Total:	53.89
				Vendor 08828 - US BANK Total:	804.89
Vendor: 00110 - VOGEL WEST, INC					
Fund: 212 - TRANSPORTATION					
SUPP - PUMP ARMOUR	DEPARTMENT SUPPLIES				19.40
				Fund 212 - TRANSPORTATION Total:	19.40
				Vendor 00110 - VOGEL WEST, INC Total:	19.40
Vendor: 00213 - WESTERN COOPERATIVE COMPANY					
Fund: 725 - CENTRAL GARAGE					
CEMETERY #568- OIL	EQUIPMENT MAINTENANCE				213.35
				Fund 725 - CENTRAL GARAGE Total:	213.35
				Vendor 00213 - WESTERN COOPERATIVE COMPANY Total:	213.35
Vendor: 00268 - WESTERN COOPERATIVE COMPANY					
Fund: 111 - GENERAL					
GROUND MAINT PARK	GROUNDS MAINTENANCE				7,072.60
				Fund 111 - GENERAL Total:	7,072.60
				Vendor 00268 - WESTERN COOPERATIVE COMPANY Total:	7,072.60
Vendor: 00335 - WESTERN NEBRASKA HUMAN RESOURCE MANAGEMENT					
Fund: 111 - GENERAL					
MEMBERSHIP DUES - CAMI KITE	MEMBERSHIPS				30.00
				Fund 111 - GENERAL Total:	30.00
				Vendor 00335 - WESTERN NEBRASKA HUMAN RESOURCE MANAGEMENT Total:	30.00
Vendor: 03683 - WIN INVESTMENTS INC					
Fund: 641 - WATER					
SCHOOLS & CONF	SCHOOL & CONFERENCE				253.68
				Fund 641 - WATER Total:	253.68
				Vendor 03683 - WIN INVESTMENTS INC Total:	253.68
Vendor: 03379 - ZM LUMBER INC					
Fund: 111 - GENERAL					
GROUND MAINT PARK	GROUNDS MAINTENANCE				6.00
				Fund 111 - GENERAL Total:	6.00
				Vendor 03379 - ZM LUMBER INC Total:	6.00
				Grand Total:	505,301.63

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	136,769.45	125.75
212 - TRANSPORTATION	42,849.85	0.00
213 - CEMETERY	1,422.41	0.00
215 - SPECIAL PROJECTS	20,964.06	0.00
223 - KENO	537.57	0.00
224 - ECONOMIC DEVELOPMENT	6,465.40	0.00
621 - ENVIRONMENTAL SERVICES	10,432.77	85.22
631 - WASTEWATER	191,380.94	85.22
641 - WATER	48,287.09	29,729.73
661 - STORMWATER	630.55	590.62
721 - GIS SERVICES	9,201.34	0.00
725 - CENTRAL GARAGE	2,465.35	0.00
812 - HEALTH INSURANCE	33,894.85	589.60
Grand Total:	505,301.63	31,206.14

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-21212	BIKE LICENSE PAYABLE	45.00	0.00
111-21215	PEDDLERS PERMIT PAYAB...	1,135.00	0.00
111-21216	LIQUOR LICENSE PAYABLE	5,100.00	0.00
111-21217	CONTRACTORS LIC PAYAB...	5,470.00	0.00
111-21221	PAWN BROKER LIC PAYAB...	100.00	0.00
111-21223	MOBILE HOME LIC PAYAB...	970.00	0.00
111-21311	SALES TAX PAYABLE	125.75	125.75
111-51111-121	REGULAR SALARIES	8.49	0.00
111-52111-111	DEPARTMENT SUPPLIES	151.31	0.00
111-52111-112	DEPARTMENT SUPPLIES	28.18	0.00
111-52111-115	DEPARTMENT SUPPLIES	20.78	0.00
111-52111-121	DEPARTMENT SUPPLIES	46.86	0.00
111-52111-141	DEPARTMENT SUPPLIES	1,023.09	0.00
111-52111-142	DEPARTMENT SUPPLIES	542.29	0.00
111-52111-143	DEPARTMENT SUPPLIES	13.42	0.00
111-52111-151	DEPARTMENT SUPPLIES	664.79	0.00
111-52111-171	DEPARTMENT SUPPLIES	308.29	0.00
111-52121-142	JANITORIAL SUPPLIES	1.00	0.00
111-52121-151	JANITORIAL SUPPLIES	137.02	0.00
111-52163-142	INVESTIGATIVE EXPENSES	309.35	0.00
111-52181-142	UNIFORMS & CLOTHING	337.98	0.00
111-52181-171	UNIFORMS & CLOTHING	69.99	0.00
111-52211-141	PUBLICATIONS	157.30	0.00
111-52211-142	PUBLICATIONS	157.30	0.00
111-52221-151	AUDIOVISUAL SUPPLIES	17.96	0.00
111-52222-151	BOOKS	1,108.76	0.00
111-52223-151	PROGRAMMING	34.82	0.00
111-52311-112	MEMBERSHIPS	30.00	0.00
111-52311-114	MEMBERSHIPS	470.00	0.00
111-52411-142	POSTAGE	85.56	0.00
111-52511-121	GASOLINE	81.67	0.00
111-52511-141	GASOLINE	299.02	0.00
111-52511-142	GASOLINE	4,565.28	0.00
111-52511-143	GASOLINE	274.00	0.00
111-52511-171	GASOLINE	1,237.36	0.00
111-52521-171	OTHER FUEL	1,129.52	0.00
111-53111-115	CONTRACTUAL SERVICES	39.99	0.00
111-53111-116	CONTRACTUAL SERVICES	218.00	0.00
111-53111-142	CONTRACTUAL SERVICES	5,818.03	0.00
111-53111-172	CONTRACTUAL SERVICES	87,500.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53161-143	LEGAL PUBLICATIONS	21.76	0.00
111-53421-141	BUILDING MAINTENANCE	180.75	0.00
111-53421-142	BUILDING MAINTENANCE	10.75	0.00
111-53421-151	BUILDING MAINTENANCE	164.00	0.00
111-53421-172	BUILDING MAINTENANCE	145.00	0.00
111-53441-121	EQUIPMENT MAINTENAN...	400.00	0.00
111-53441-141	EQUIPMENT MAINTENAN...	1,069.04	0.00
111-53441-142	EQUIPMENT MAINTENAN...	447.74	0.00
111-53441-171	EQUIPMENT MAINTENAN...	85.35	0.00
111-53451-142	VEHICLE MAINTENANCE	8.00	0.00
111-53451-171	VEHICLE MAINTENANCE	59.94	0.00
111-53471-171	GROUNDS MAINTENANCE	9,044.51	0.00
111-53521-111	HEATING FUEL	388.60	0.00
111-53521-141	HEATING FUEL	258.77	0.00
111-53521-142	HEATING FUEL	383.20	0.00
111-53521-151	HEATING FUEL	326.24	0.00
111-53521-171	HEATING FUEL	561.68	0.00
111-53521-172	HEATING FUEL	117.35	0.00
111-53561-111	PHONE & INTERNET	7.91	0.00
111-53561-112	PHONE & INTERNET	1.74	0.00
111-53561-114	PHONE & INTERNET	27.22	0.00
111-53561-115	PHONE & INTERNET	2.20	0.00
111-53561-121	PHONE & INTERNET	6.49	0.00
111-53561-141	PHONE & INTERNET	7.80	0.00
111-53561-142	PHONE & INTERNET	1,397.55	0.00
111-53561-143	PHONE & INTERNET	46.48	0.00
111-53561-151	PHONE & INTERNET	21.13	0.00
111-53561-171	PHONE & INTERNET	2.46	0.00
111-53561-172	PHONE & INTERNET	2.35	0.00
111-53571-141	CELLULAR PHONE	269.28	0.00
111-53711-111	SCHOOL & CONFERENCE	135.00	0.00
111-53711-115	SCHOOL & CONFERENCE	616.00	0.00
111-53711-143	SCHOOL & CONFERENCE	120.00	0.00
111-53741-112	TUITION SUPPORT	600.00	0.00
212-52111-212	DEPARTMENT SUPPLIES	1,070.80	0.00
212-52211-212	PUBLICATIONS	190.15	0.00
212-52511-212	GASOLINE	952.30	0.00
212-52521-212	OTHER FUEL	2,111.80	0.00
212-53431-212	ELECTRICAL MAINTENAN...	16,525.00	0.00
212-53491-212	STREET MAINTENANCE	20,860.00	0.00
212-53521-212	HEATING FUEL	1,133.27	0.00
212-53561-212	PHONE & INTERNET	6.53	0.00
213-52111-213	DEPARTMENT SUPPLIES	234.90	0.00
213-52999-213	MISCELLANEOUS	685.00	0.00
213-53111-213	CONTRACTUAL SERVICES	500.00	0.00
213-53561-213	PHONE & INTERNET	2.51	0.00
215-53111-111	CONTRACTUAL SERVICES	20,964.06	0.00
223-52111-113	DEPARTMENT SUPPLIES	37.57	0.00
223-52111-171	DEPARTMENT SUPPLIES	500.00	0.00
224-52111-113	DEPARTMENT SUPPLIES	9.29	0.00
224-52511-113	GASOLINE	57.14	0.00
224-53561-113	PHONE & INTERNET	15.64	0.00
224-59111-114	ECONOMIC DEVELOPME...	6,383.33	0.00
621-52111-621	DEPARTMENT SUPPLIES	276.60	0.00
621-52411-621	POSTAGE	85.22	85.22
621-52511-621	GASOLINE	415.04	0.00
621-52521-621	OTHER FUEL	7,882.95	0.00
621-53111-621	CONTRACTUAL SERVICES	44.41	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
621-53193-621	DISPOSAL FEES	800.00	0.00
621-53441-621	EQUIPMENT MAINTENAN...	600.32	0.00
621-53521-621	HEATING FUEL	324.91	0.00
621-53561-621	PHONE & INTERNET	3.32	0.00
631-52111-631	DEPARTMENT SUPPLIES	26.73	0.00
631-52411-631	POSTAGE	273.81	85.22
631-52511-631	GASOLINE	814.18	0.00
631-52521-631	OTHER FUEL	2,191.48	0.00
631-53111-631	CONTRACTUAL SERVICES	215.33	0.00
631-53195-631	ADMIN COSTS & FEES	1,215.42	0.00
631-53431-631	ELECTRICAL MAINTENAN...	55.47	0.00
631-53441-631	EQUIPMENT MAINTENAN...	2,537.31	0.00
631-53531-631	ELECTRIC POWER	14,828.55	0.00
631-53561-631	PHONE & INTERNET	3.46	0.00
631-53711-631	SCHOOL & CONFERENCE	239.90	0.00
631-57110-631	DEBT SERVICE-PRINCIPAL	162,660.60	0.00
631-57115-631	DEBT SERVICE-INTEREST	6,318.70	0.00
641-21311	SALES TAX PAYABLE	29,644.51	29,644.51
641-52111-641	DEPARTMENT SUPPLIES	533.30	0.00
641-52116-641	METERS	7,071.67	0.00
641-52117-641	SAMPLES	295.00	0.00
641-52411-641	POSTAGE	85.22	85.22
641-52511-641	GASOLINE	1,233.06	0.00
641-52521-641	OTHER FUEL	68.09	0.00
641-53111-641	CONTRACTUAL SERVICES	29.34	0.00
641-53441-641	EQUIPMENT MAINTENAN...	1,954.02	0.00
641-53451-641	VEHICLE MAINTENANCE	198.40	0.00
641-53521-641	HEATING FUEL	133.83	0.00
641-53531-641	ELECTRIC POWER	6,784.95	0.00
641-53561-641	PHONE & INTERNET	2.02	0.00
641-53711-641	SCHOOL & CONFERENCE	253.68	0.00
661-21311	SALES TAX PAYABLE	590.62	590.62
661-52511-661	GASOLINE	34.44	0.00
661-53561-661	PHONE & INTERNET	5.49	0.00
721-53441-721	EQUIPMENT MAINTENAN...	9,200.00	0.00
721-53561-721	PHONE & INTERNET	1.34	0.00
725-52111-725	DEPARTMENT SUPPLIES	78.40	0.00
725-52531-725	OIL & ANTIFREEZE	64.44	0.00
725-53441-725	EQUIPMENT MAINTENAN...	1,060.23	0.00
725-53451-725	VEHICLE MAINTENANCE	1,031.35	0.00
725-53521-725	HEATING FUEL	228.84	0.00
725-53561-725	PHONE & INTERNET	2.09	0.00
812-53861-112	PREMIUM EXPENSE	33,305.25	0.00
812-53863-112	FLEXIBLE BENFT EXPENSES	589.60	589.60
Grand Total:		505,301.63	31,206.14

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	396,797.64	31,206.14
2147853111	87,500.00	0.00
40001-53111	20,964.06	0.00
6002052511	34.44	0.00
6002053561	5.49	0.00
Grand Total:		505,301.63

City of Scottsbluff, Nebraska

Monday, December 2, 2019

Regular Meeting

Item Fin Rep1

Council to receive the September 2019 Financial Report.

Staff Contact: Liz Hilyard, Finance Director

City of Scottsbluff

FUND EQUITY IN CASH - YEAR TO DATE

FOR THE TWELVE MONTHS ENDED SEPTEMBER 30, 2019 AND 2018

OCTOBER 1, 2017 SEP 30, 2018			OCTOBER 1, 2018 SEP 30, 2019	
Fund	Fund #	NET CHANGE IN CASH	NET CHANGE IN CASH	
General	111	\$ 1,276,834.71	\$ 1,321,918.90	transfer in from Ind Sites fund, NPPD lease pmts monthly now, sales tax increase from hail storm
Regional Library	211	\$ 2,265.59	\$ 2,504.98	
Transportation	212	\$ 1,830,675.87	\$ (1,085,450.65)	42nd Street, bond pmts on 2015 & 2018 GO Bonds
Cemetery	213	\$ 31,511.73	\$ 36,520.54	
Cemetery Perp Care	214	\$ 57,894.18	\$ (17,150.71)	purchase new backhoe
Special Projects	215	\$ (121,367.78)	\$ 51,894.81	
Business Improvement	216	\$ 27,123.00	\$ (12,816.95)	charges from Streets and Parks for services
Public Safety	218	\$ (19,499.25)	\$ 36,731.81	2 budgeted patrol cars delayed by manufacturer
Scb Industrial Sites	219	\$ (152,005.47)	\$ (100,876.98)	budgeted transfer of cash to General Fund - E Overland
Keno	223	\$ 39,405.49	\$ (82,705.73)	23 Club engineering fees, campground UTV, playground equipment
Economic Development	224	\$ (1,048,503.29)	\$ (185,828.11)	grants/loans - Economic development
Mutual Fire Organization	225	\$ 25,230.43	\$ 54,044.71	only small capital purchases during year
Debt Service	311	\$ 251,954.14	\$ 219,793.05	
TIF	321	\$ 98,278.00	\$ (1,928.55)	
CDBG	411	\$ 297.75	\$ 402.72	
Leasing Corporation	412	\$ 0.79	\$ 67.78	
Capital Projects	511	\$ 5,281.09	\$ 7,979.04	
Environmental Services	621	\$ 677,580.48	\$ 876,299.11	no capital purchases during year - delay from manuf on new refuse truck
Wastewater	631	\$ 72,501.76	\$ 39,203.17	
Water	641	\$ (483,605.31)	\$ 549,750.72	no major capital purchases, Sensus water meter reading project not completed as of EOY
Electric	651	\$ 16,205.24	\$ 18,771.58	
Stormwater	661	\$ 238,497.39	\$ (254,521.88)	42nd street, bond pmts 2018 GO Bonds
GIS	721	\$ 25,063.17	\$ 21,521.59	
Central Garage	725	\$ (146,047.10)	\$ (158,229.80)	internal service fund
Unemployment Comp	811	\$ 743.07	\$ 876.52	
Health Insurance	812	\$ 457,325.09	\$ 609,630.43	reinsurance in excess of claims
TOTAL		\$ 3,163,640.77	\$ 1,948,402.10	

City of Scottsbluff

Fund Equity in Cash

September 30, 2019

Fund	Fund #	2 YRS PRIOR September 30, 2017	PRIOR YEAR September 30, 2018	PRIOR MONTH August 31, 2019	CURRENT MONTH September 30, 2019	MONTHLY CHANGE IN CASH
General	111	\$ 4,844,857.29	\$ 6,121,692.00	\$ 7,075,381.70	\$ 7,443,610.90	\$ 368,229.20
Regional Library	211	47,072.57	49,338.16	51,781.37	51,843.14	\$ 61.77
Transportation	212	2,567,272.36	4,397,948.23	3,284,247.50	3,312,497.58	\$ 28,250.08
Cemetery	213	15,688.20	47,199.93	(25,556.73)	83,720.47	\$ 109,277.20
Cemetery Perp Care	214	667,884.25	725,778.43	770,664.29	708,627.72	\$ (62,036.57)
Special Projects	215	241,529.38	120,161.60	191,908.44	172,056.41	\$ (19,852.03)
Business Improvement	216	239,294.23	266,417.23	261,190.66	253,600.28	\$ (7,590.38)
Public Safety	218	440,967.92	421,468.67	423,320.10	458,200.48	\$ 34,880.38
Scb Industrial Sites	219	321,737.99	169,732.52	68,940.92	68,855.54	\$ (85.38)
Keno	223	221,906.14	261,311.63	176,959.67	178,605.90	\$ 1,646.23
Economic Development	224	5,458,052.72	4,409,549.43	4,138,568.19	4,223,721.32	\$ 85,153.13
Mutual Fire Organization	225	253,429.40	278,659.83	333,598.85	332,704.54	\$ (894.31)
Debt Service	311	3,108,118.61	3,360,072.75	3,425,391.87	3,579,865.80	\$ 154,473.93
TIF	321	273,909.28	372,187.28	202,940.46	370,258.73	\$ 167,318.27
CDBG	411	30,681.28	30,979.03	31,309.91	31,381.75	\$ 71.84
Leasing Corporation	412	6,774.66	6,775.45	6,827.57	6,843.23	\$ 15.66
Capital Projects	511	72,623.33	77,904.42	71,856.75	85,883.46	\$ 14,026.71
Environmental Services	621	1,009,855.57	1,687,436.05	2,494,701.04	2,563,735.16	\$ 69,034.12
Wastewater	631	2,533,677.07	2,606,178.83	2,602,934.80	2,645,382.00	\$ 42,447.20
Water	641	2,391,680.05	1,908,074.74	2,362,514.43	2,457,825.46	\$ 95,311.03
Electric	651	1,427,832.18	1,444,037.42	1,459,460.52	1,462,809.00	\$ 3,348.48
Stormwater	661	624,079.98	862,577.37	613,758.55	608,055.49	\$ (5,703.06)
GIS	721	34,503.03	59,566.20	37,505.96	81,087.79	\$ 43,581.83
Central Garage	725	(93,654.51)	(239,701.61)	(392,690.23)	(397,931.41)	\$ (5,241.18)
Unemployment Comp	811	66,685.16	67,428.23	68,148.40	68,304.75	\$ 156.35
Health Insurance	812	1,420,729.41	1,878,054.50	2,395,332.72	2,487,684.93	\$ 92,352.21
TOTAL		\$ 28,227,187.55	\$ 31,390,828.32	\$ 32,130,997.71	\$ 33,339,230.42	\$ 1,208,232.71



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

	2016-2017 YTD Activity	2017-2018 YTD Activity	2018-2019 Budget	September 2018-2019 MTD Activity	2018-2019 YTD Activity	2018-2019 Budget Remaining	% Budget Remaining
<u>111 - GENERAL</u>							
400 - Taxes	5,269,986.69	5,530,865.35	5,034,437.00	516,571.67	5,489,634.36	(455,197.36)	-9 %
412 - Intergovernmental	12,067.71	59,100.65	0.00	500.00	48,980.27	(48,980.27)	0 %
420 - Charges for Services	563,104.14	473,145.59	436,658.00	51,268.81	601,946.37	(165,288.37)	-38 %
460 - Investment Income	41,388.07	82,836.20	20,000.00	17,038.99	141,140.28	(121,140.28)	-606 %
470 - Miscellaneous Revenues	109,305.15	664,092.49	32,759.00	6,551.99	81,867.03	(49,108.03)	-150 %
480 - Other Financing Uses	2,734,145.08	2,937,517.78	2,816,750.00	394,705.04	3,512,693.19	(695,943.19)	-25 %
111 - GENERAL Totals:	8,729,996.84	9,747,558.06	8,340,604.00	986,636.50	9,876,261.50	0.00	-18 %
<u>211 - REGIONAL LIBRARY</u>							
460 - Investment Income	411.98	726.38	400.00	118.67	1,088.68	(688.68)	-172 %
470 - Miscellaneous Revenues	5,733.04	3,401.21	1,000.00	0.00	3,851.85	(2,851.85)	-285 %
211 - REGIONAL LIBRARY Totals:	6,145.02	4,127.59	1,400.00	118.67	4,940.53	0.00	-253 %
<u>212 - TRANSPORTATION</u>							
400 - Taxes	2,721,137.22	2,769,330.37	2,886,501.00	340,916.24	2,885,689.60	811.40	0 %
412 - Intergovernmental	305,089.97	309,389.95	284,662.00	0.00	318,131.88	(33,469.88)	-12 %
420 - Charges for Services	595.00	7,655.00	0.00	0.00	2,295.00	(2,295.00)	0 %
460 - Investment Income	21,120.20	50,206.29	10,000.00	7,582.56	71,213.13	(61,213.13)	-612 %
470 - Miscellaneous Revenues	21,428.45	240,340.03	0.00	0.00	10,244.76	(10,244.76)	0 %
480 - Other Financing Uses	0.00	2,404,944.00	0.00	0.00	0.00	0.00	0 %
212 - TRANSPORTATION Totals:	3,069,370.84	5,781,865.64	3,181,163.00	348,498.80	3,287,574.37	0.00	-3 %
<u>213 - CEMETERY</u>							
420 - Charges for Services	43,360.00	51,250.00	54,200.00	10,450.00	62,350.00	(8,150.00)	-15 %
460 - Investment Income	27.09	306.34	100.00	191.64	1,082.80	(982.80)	-983 %
470 - Miscellaneous Revenues	38,620.00	39,251.80	29,000.00	8,400.00	43,800.00	(14,800.00)	-51 %
480 - Other Financing Uses	130,000.00	130,000.00	210,000.00	105,000.00	210,000.00	0.00	0 %
213 - CEMETERY Totals:	212,007.09	220,808.14	293,300.00	124,041.64	317,232.80	0.00	-8 %
<u>214 - CEMETARY PERPETUAL CARE</u>							
400 - Taxes	159,972.83	160,829.73	165,000.00	37,341.33	157,653.30	7,346.70	4 %

	2016-2017 YTD Activity	2017-2018 YTD Activity	2018-2019 Budget	September 2018-2019 MTD Activity	2018-2019 YTD Activity	2018-2019 Budget Remaining	% Budget Remaining
420 - Charges for Services	17,700.00	19,000.00	17,000.00	4,000.00	26,000.00	(9,000.00)	-53 %
460 - Investment Income	5,881.05	10,536.48	4,000.00	1,622.10	15,498.22	(11,498.22)	-287 %
214 - CEMETARY PERPETUAL CARE Totals:	183,553.88	190,366.21	186,000.00	42,963.43	199,151.52	0.00	-7 %
<u>215 - SPECIAL PROJECTS</u>							
400 - Taxes	126,999.31	121,775.80	0.00	8,005.20	89,372.60	(89,372.60)	0 %
412 - Intergovernmental	18,852.55	18,498.83	0.00	0.00	81,562.08	(81,562.08)	0 %
450 - Contributions & Donations	6,110.63	3,757.00	0.00	80.00	3,504.00	(3,504.00)	0 %
460 - Investment Income	2,082.63	3,433.49	1,000.00	401.27	3,311.42	(2,311.42)	-231 %
470 - Miscellaneous Revenues	6,380.70	16,508.05	500,000.00	4,246.50	5,070.25	494,929.75	99 %
215 - SPECIAL PROJECTS Totals:	160,425.82	163,973.17	501,000.00	12,732.97	182,820.35	0.00	64 %
<u>216 - BUSINESS IMPROVEMENT</u>							
400 - Taxes	53,083.37	53,549.91	54,300.00	424.37	11,917.83	42,382.17	78 %
412 - Intergovernmental	0.00	0.00	0.00	0.00	25,258.00	(25,258.00)	0 %
460 - Investment Income	1,950.12	3,747.50	1,000.00	580.51	5,846.49	(4,846.49)	-485 %
470 - Miscellaneous Revenues	25,000.00	0.00	0.00	0.00	0.00	0.00	0 %
216 - BUSINESS IMPROVEMENT Totals:	80,033.49	57,297.41	55,300.00	1,004.88	43,022.32	0.00	22 %
<u>218 - PUBLIC SAFETY</u>							
400 - Taxes	208,556.16	209,674.33	216,000.00	48,682.03	205,533.22	10,466.78	5 %
412 - Intergovernmental	4,389.08	43,139.98	0.00	1,717.65	5,085.86	(5,085.86)	0 %
460 - Investment Income	3,554.01	5,469.71	2,000.00	1,048.86	8,229.34	(6,229.34)	-311 %
218 - PUBLIC SAFETY Totals:	216,499.25	258,284.02	218,000.00	51,448.54	218,848.42	0.00	0 %
<u>219 - INDUSTRIAL SITES</u>							
460 - Investment Income	2,805.06	2,801.26	200.00	157.62	1,972.79	(1,772.79)	-886 %
470 - Miscellaneous Revenues	272,635.22	0.00	0.00	0.00	0.00	0.00	0 %
219 - INDUSTRIAL SITES Totals:	275,440.28	2,801.26	200.00	157.62	1,972.79	0.00	-886 %
<u>223 - KENO</u>							
460 - Investment Income	1,971.00	3,532.16	1,000.00	408.84	4,327.09	(3,327.09)	-333 %
470 - Miscellaneous Revenues	74,814.02	88,237.47	78,000.00	5,611.86	69,409.35	8,590.65	11 %
223 - KENO Totals:	76,785.02	91,769.63	79,000.00	6,020.70	73,736.44	0.00	7 %
<u>224 - ECONOMIC DEVELOPMENT</u>							

	2016-2017 YTD Activity	2017-2018 YTD Activity	2018-2019 Budget	September 2018-2019 MTD Activity	2018-2019 YTD Activity	2018-2019 Budget Remaining	% Budget Remaining
400 - Taxes	990,244.07	994,538.81	875,491.00	89,911.30	983,088.27	(107,597.27)	-12 %
460 - Investment Income	56,159.97	73,977.91	25,000.00	9,668.42	86,103.17	(61,103.17)	-244 %
470 - Miscellaneous Revenues	80,882.90	126,865.94	194,625.00	27,432.55	642,828.44	(448,203.44)	-230 %
224 - ECONOMIC DEVELOPMENT Totals:	1,127,286.94	1,195,382.66	1,095,116.00	127,012.27	1,712,019.88	0.00	-56 %
<u>225 - MUTUAL FIRE</u>							
412 - Intergovernmental	0.00	285,715.00	0.00	0.00	0.00	0.00	0 %
460 - Investment Income	2,109.13	4,054.11	1,200.00	761.59	6,716.37	(5,516.37)	-460 %
470 - Miscellaneous Revenues	105,696.00	105,696.00	105,696.00	0.00	94,507.00	11,189.00	11 %
225 - MUTUAL FIRE Totals:	107,805.13	395,465.11	106,896.00	761.59	101,223.37	0.00	5 %
<u>311 - DEBT SERVICE</u>							
400 - Taxes	714,911.94	829,456.36	890,345.00	215,209.39	856,493.95	33,851.05	4 %
460 - Investment Income	30,525.96	45,283.75	15,000.00	8,194.59	68,035.19	(53,035.19)	-354 %
470 - Miscellaneous Revenues	320,643.69	113,214.47	110,358.00	19,950.42	112,225.98	(1,867.98)	-2 %
480 - Other Financing Uses	131,678.50	0.00	1,000,000.00	0.00	0.00	1,000,000.00	100 %
311 - DEBT SERVICE Totals:	1,197,760.09	987,954.58	2,015,703.00	243,354.40	1,036,755.12	0.00	49 %
<u>321 - TIF PROJECTS</u>							
400 - Taxes	169,583.71	491,610.60	483,950.00	173,670.54	408,001.71	75,948.29	16 %
460 - Investment Income	2,442.97	3,479.19	1,300.00	847.55	4,958.39	(3,658.39)	-281 %
470 - Miscellaneous Revenues	56,566.86	0.00	0.00	0.00	0.00	0.00	0 %
480 - Other Financing Uses	0.00	0.00	300,000.00	0.00	50,000.00	250,000.00	83 %
321 - TIF PROJECTS Totals:	228,593.54	495,089.79	785,250.00	174,518.09	462,960.10	0.00	41 %
<u>411 - CDBG</u>							
412 - Intergovernmental	30,000.00	0.00	0.00	0.00	0.00	0.00	0 %
460 - Investment Income	341.23	467.60	300.00	71.84	671.18	(371.18)	-124 %
411 - CDBG Totals:	30,341.23	467.60	300.00	71.84	671.18	0.00	-124 %
<u>412 - LEASE CORPORATION</u>							
460 - Investment Income	296.25	287.74	50.00	636.93	767.75	(717.75)	-1,436 %
480 - Other Financing Uses	683,383.45	692,002.42	694,244.00	0.00	693,628.77	615.23	0 %
412 - LEASE CORPORATION Totals:	683,679.70	692,290.16	694,294.00	636.93	694,396.52	0.00	0 %
<u>511 - CAPITAL PROJECTS FUND</u>							

	2016-2017 YTD Activity	2017-2018 YTD Activity	2018-2019 Budget	September 2018-2019 MTD Activity	2018-2019 YTD Activity	2018-2019 Budget Remaining	% Budget Remaining
400 - Taxes	59,249.61	59,565.55	59,000.00	13,830.12	58,390.10	609.90	1 %
460 - Investment Income	803.46	1,013.83	100.00	196.59	1,765.18	(1,665.18)	-1,665 %
511 - CAPITAL PROJECTS FUND Totals:	60,053.07	60,579.38	59,100.00	14,026.71	60,155.28	0.00	-2 %
<u>621 - ENVIRONMENTAL SERVICES</u>							
412 - Intergovernmental	0.00	0.00	0.00	0.00	20,000.00	(20,000.00)	0 %
420 - Charges for Services	2,785,028.43	2,886,290.54	2,814,036.00	244,425.00	2,966,754.55	(152,718.55)	-5 %
460 - Investment Income	7,156.02	20,935.46	2,000.00	5,868.59	45,501.34	(43,501.34)	-2,175 %
470 - Miscellaneous Revenues	966.00	46.42	500.00	0.00	0.00	500.00	100 %
621 - ENVIRONMENTAL SERVICES Totals:	2,793,150.45	2,907,272.42	2,816,536.00	250,293.59	3,032,255.89	0.00	-8 %
<u>631 - WASTEWATER</u>							
420 - Charges for Services	2,568,992.59	2,592,801.62	2,643,216.00	245,692.21	2,657,084.43	(13,868.43)	-1 %
440 - Rents	3,400.00	11,005.00	0.00	0.00	2,625.00	(2,625.00)	0 %
460 - Investment Income	21,436.14	38,559.02	10,000.00	6,055.48	54,959.84	(44,959.84)	-450 %
470 - Miscellaneous Revenues	5,691.27	270.00	0.00	0.00	173.00	(173.00)	0 %
631 - WASTEWATER Totals:	2,599,520.00	2,642,635.64	2,653,216.00	251,747.69	2,714,842.27	0.00	-2 %
<u>641 - WATER</u>							
420 - Charges for Services	2,064,358.69	1,981,436.23	1,933,275.00	232,256.10	1,957,534.56	(24,259.56)	-1 %
440 - Rents	33,355.92	34,365.10	34,100.00	3,117.11	35,879.09	(1,779.09)	-5 %
460 - Investment Income	21,406.94	27,373.90	15,000.00	5,626.15	46,609.18	(31,609.18)	-211 %
470 - Miscellaneous Revenues	27,979.62	25,237.04	5,000.00	2,189.30	31,745.26	(26,745.26)	-535 %
641 - WATER Totals:	2,147,101.17	2,068,412.27	1,987,375.00	243,188.66	2,071,768.09	0.00	-4 %
<u>651 - ELECTRIC</u>							
460 - Investment Income	13,301.63	21,794.60	10,000.00	3,348.48	31,285.88	(21,285.88)	-213 %
470 - Miscellaneous Revenues	2,577,145.08	2,607,017.78	2,539,750.00	306,205.04	3,235,693.19	(695,943.19)	-27 %
651 - ELECTRIC Totals:	2,590,446.71	2,628,812.38	2,549,750.00	309,553.52	3,266,979.07	0.00	-28 %
<u>661 - STORMWATER</u>							
412 - Intergovernmental	23,817.51	0.00	0.00	0.00	0.00	0.00	0 %
420 - Charges for Services	66,300.06	82,587.30	101,700.00	9,024.33	100,726.60	973.40	1 %
460 - Investment Income	5,384.08	11,534.70	2,500.00	1,391.89	13,420.57	(10,920.57)	-437 %
470 - Miscellaneous Revenues	3,844.40	8,142.44	7,975.00	0.00	23.25	7,951.75	100 %
480 - Other Financing Uses	50,000.00	565,056.00	50,000.00	25,000.00	50,000.00	0.00	0 %
661 - STORMWATER Totals:	149,346.05	667,320.44	162,175.00	35,416.22	164,170.42	0.00	-1 %
<u>713 - CASH & INVESTMENT POOL</u>							

	2016-2017 YTD Activity	2017-2018 YTD Activity	2018-2019 Budget	September 2018-2019 MTD Activity	2018-2019 YTD Activity	2018-2019 Budget Remaining	% Budget Remaining
470 - Miscellaneous Revenues	0.00	0.00	0.00	(12.61)	0.00	0.00	0 %
713 - CASH & INVESTMENT POOL Totals:	0.00	0.00	0.00	(12.61)	0.00	0.00	0 %
<u>721 - GIS SERVICES</u>							
460 - Investment Income	165.54	567.57	200.00	185.62	1,216.29	(1,016.29)	-508 %
480 - Other Financing Uses	104,280.00	97,000.00	97,000.00	48,500.00	97,000.00	0.00	0 %
721 - GIS SERVICES Totals:	104,445.54	97,567.57	97,200.00	48,685.62	98,216.29	0.00	-1 %
<u>725 - CENTRAL GARAGE</u>							
420 - Charges for Services	176,557.14	170,484.32	228,750.00	19,648.66	179,006.03	49,743.97	22 %
460 - Investment Income	0.45	0.00	0.00	0.00	0.00	0.00	0 %
470 - Miscellaneous Revenues	0.00	35.00	0.00	175.00	175.00	(175.00)	0 %
725 - CENTRAL GARAGE Totals:	176,557.59	170,519.32	228,750.00	19,823.66	179,181.03	0.00	22 %
<u>811 - UNEMPLOYMENT COMP</u>							
460 - Investment Income	619.53	1,017.70	500.00	156.35	1,460.87	(960.87)	-192 %
811 - UNEMPLOYMENT COMP Totals:	619.53	1,017.70	500.00	156.35	1,460.87	0.00	-192 %
<u>812 - HEALTH INSURANCE</u>							
460 - Investment Income	12,472.52	25,174.63	3,500.00	5,694.50	44,461.89	(40,961.89)	-1,170 %
470 - Miscellaneous Revenues	2,368,836.35	2,368,097.16	2,299,000.00	211,818.20	2,440,531.71	(141,531.71)	-6 %
812 - HEALTH INSURANCE Totals:	2,381,308.87	2,393,271.79	2,302,500.00	217,512.70	2,484,993.60	0.00	-8 %



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

	2016-2017 YTD Activity	2017-2018 YTD Activity	2018-2019 Budget	September 2018-2019 MTD Activity	2018-2019 YTD Activity	2018-2019 Budget Remaining	% Budget Remaining
<u>111 - GENERAL</u>							
500 - Personnel	6,248,122.79	6,369,062.92	6,725,289.00	506,217.79	6,514,324.64	210,964.36	3 %
503 - Supplies	401,878.83	412,686.74	426,350.00	79,442.51	394,252.92	32,097.08	8 %
504 - Contract Services	1,625,296.88	1,675,585.67	1,681,974.00	156,309.29	1,570,713.43	111,260.57	7 %
550 - Capital Outlay	19,580.64	16,608.44	2,012,000.00	0.00	33,711.02	1,978,288.98	98 %
570 - Other Financing Uses	75,201.00	0.00	250,000.00	0.00	0.00	250,000.00	100 %
111 - GENERAL Totals:	8,370,080.14	8,473,943.77	11,095,613.00	741,969.59	8,513,002.01	0.00	23 %
<u>211 - REGIONAL LIBRARY</u>							
503 - Supplies	2,180.70	759.21	12,500.00	56.90	2,002.07	10,497.93	84 %
504 - Contract Services	0.00	814.99	3,000.00	0.00	0.00	3,000.00	100 %
211 - REGIONAL LIBRARY Totals:	2,180.70	1,574.20	15,500.00	56.90	2,002.07	0.00	87 %
<u>212 - TRANSPORTATION</u>							
500 - Personnel	892,554.48	946,690.13	970,672.00	66,768.66	958,917.94	11,754.06	1 %
503 - Supplies	218,978.63	252,951.32	318,150.00	32,864.09	228,314.29	89,835.71	28 %
504 - Contract Services	721,907.15	886,232.13	833,078.00	119,543.41	648,503.37	184,574.63	22 %
550 - Capital Outlay	618,694.84	1,537,503.64	1,047,493.00	227,048.00	1,389,676.61	(342,183.61)	-33 %
560 - Debt Service	723,773.75	483,555.00	879,342.51	0.00	879,342.51	0.00	0 %
570 - Other Financing Uses	52,070.00	52,000.00	252,000.00	26,000.00	52,000.00	200,000.00	79 %
212 - TRANSPORTATION Totals:	3,227,978.85	4,158,932.22	4,300,735.51	472,224.16	4,156,754.72	0.00	3 %
<u>213 - CEMETERY</u>							
500 - Personnel	153,043.99	156,350.09	160,434.00	12,563.64	159,769.05	664.95	0 %
503 - Supplies	17,393.08	18,739.59	21,550.00	7,200.69	17,130.08	4,419.92	21 %
504 - Contract Services	17,310.36	15,961.64	19,612.00	2,360.53	18,211.16	1,400.84	7 %
550 - Capital Outlay	17,000.00	0.00	80,000.00	0.00	84,277.99	(4,277.99)	-5 %
213 - CEMETERY Totals:	204,747.43	191,051.32	281,596.00	22,124.86	279,388.28	0.00	1 %
<u>214 - CEMETARY PERPETUAL CARE</u>							
504 - Contract Services	0.00	0.00	500,000.00	0.00	0.00	500,000.00	100 %
570 - Other Financing Uses	130,000.00	130,000.00	210,000.00	105,000.00	210,000.00	0.00	0 %
214 - CEMETARY PERPETUAL CARE Totals:	130,000.00	130,000.00	710,000.00	105,000.00	210,000.00	0.00	70 %
<u>215 - SPECIAL PROJECTS</u>							

	2016-2017 YTD Activity	2017-2018 YTD Activity	2018-2019 Budget	September 2018-2019 MTD Activity	2018-2019 YTD Activity	2018-2019 Budget Remaining	% Budget Remaining
500 - Personnel	13,462.19	24,284.73	0.00	0.00	16,589.53	(16,589.53)	0 %
503 - Supplies	1,808.11	6,067.25	500,000.00	0.00	1,269.56	498,730.44	100 %
504 - Contract Services	91,795.73	179,600.61	0.00	54,064.01	94,970.06	(94,970.06)	0 %
550 - Capital Outlay	0.00	115,503.01	0.00	0.00	7,009.19	(7,009.19)	0 %
215 - SPECIAL PROJECTS Totals:	107,066.03	325,455.60	500,000.00	54,064.01	119,838.34	0.00	76 %
<u>216 - BUSINESS IMPROVEMENT</u>							
500 - Personnel	1,918.82	1,280.50	9,500.00	3,292.17	20,860.30	(11,360.30)	-120 %
503 - Supplies	0.00	17,052.97	0.00	3,754.91	3,834.90	(3,834.90)	0 %
504 - Contract Services	10,742.29	9,315.10	15,967.00	1,633.60	13,407.92	2,559.08	16 %
550 - Capital Outlay	30,907.74	0.00	64,000.00	0.00	15,421.27	48,578.73	76 %
570 - Other Financing Uses	0.00	0.00	100,000.00	0.00	0.00	100,000.00	100 %
216 - BUSINESS IMPROVEMENT Totals:	43,568.85	27,648.57	189,467.00	8,680.68	53,524.39	0.00	72 %
<u>218 - PUBLIC SAFETY</u>							
503 - Supplies	9,372.28	55,532.34	18,000.00	19,378.50	33,968.14	(15,968.14)	-89 %
504 - Contract Services	0.00	82,418.00	97,568.00	7,124.55	95,194.77	2,373.23	2 %
550 - Capital Outlay	125,996.37	135,953.35	178,000.00	23,777.11	79,893.31	98,106.69	55 %
560 - Debt Service	58,793.75	0.00	0.00	0.00	0.00	0.00	0 %
570 - Other Financing Uses	0.00	0.00	200,000.00	0.00	0.00	200,000.00	100 %
218 - PUBLIC SAFETY Totals:	194,162.40	273,903.69	493,568.00	50,280.16	209,056.22	0.00	58 %
<u>219 - INDUSTRIAL SITES</u>							
504 - Contract Services	28,594.75	1,444.50	50,500.00	405.00	1,080.00	49,420.00	98 %
570 - Other Financing Uses	0.00	153,500.00	100,000.00	0.00	100,000.00	0.00	0 %
219 - INDUSTRIAL SITES Totals:	28,594.75	154,944.50	150,500.00	405.00	101,080.00	0.00	33 %
<u>223 - KENO</u>							
503 - Supplies	43,344.67	28,532.74	17,000.00	4,801.49	18,604.56	(1,604.56)	-9 %
504 - Contract Services	9,542.07	16,244.20	74,136.00	11,799.28	76,870.12	(2,734.12)	-4 %
550 - Capital Outlay	0.00	34,909.00	35,000.00	5,800.00	32,442.59	2,557.41	7 %
223 - KENO Totals:	52,886.74	79,685.94	126,136.00	22,400.77	127,917.27	0.00	-1 %
<u>224 - ECONOMIC DEVELOPMENT</u>							
500 - Personnel	12,802.64	97,705.47	104,171.00	8,079.50	103,407.16	763.84	1 %
503 - Supplies	1,975.98	1,667.00	1,400.00	459.56	2,005.96	(605.96)	-43 %

	2016-2017 YTD Activity	2017-2018 YTD Activity	2018-2019 Budget	September 2018-2019 MTD Activity	2018-2019 YTD Activity	2018-2019 Budget Remaining	% Budget Remaining
504 - Contract Services	2,019,804.55	2,104,014.56	2,606,150.00	42,791.56	1,652,168.36	953,981.64	37 %
224 - ECONOMIC DEVELOPMENT Totals:	2,034,583.17	2,203,387.03	2,711,721.00	51,330.62	1,757,581.48	0.00	35 %
<u>225 - MUTUAL FIRE</u>							
503 - Supplies	9,362.66	5,232.00	10,000.00	1,655.90	33,632.05	(23,632.05)	-236 %
504 - Contract Services	0.00	30,449.82	15,500.00	0.00	5,282.22	10,217.78	66 %
550 - Capital Outlay	0.00	333,907.90	35,000.00	0.00	5,843.92	29,156.08	83 %
570 - Other Financing Uses	0.00	0.00	100,000.00	0.00	0.00	100,000.00	100 %
225 - MUTUAL FIRE Totals:	9,362.66	369,589.72	160,500.00	1,655.90	44,758.19	0.00	72 %
<u>311 - DEBT SERVICE</u>							
504 - Contract Services	5,140.00	5,280.00	8,780.00	0.00	5,280.00	3,500.00	40 %
560 - Debt Service	924,877.31	99,231.63	0.00	88,880.47	88,880.47	(88,880.47)	0 %
570 - Other Financing Uses	815,461.95	692,002.42	4,194,244.00	0.00	693,628.77	3,500,615.23	83 %
311 - DEBT SERVICE Totals:	1,745,479.26	796,514.05	4,203,024.00	88,880.47	787,789.24	0.00	81 %
<u>321 - TIF PROJECTS</u>							
503 - Supplies	0.00	0.00	0.00	0.00	50,000.00	(50,000.00)	0 %
560 - Debt Service	226,499.47	503,961.86	483,950.00	180,870.36	408,001.71	75,948.29	16 %
570 - Other Financing Uses	0.00	0.00	300,000.00	0.00	0.00	300,000.00	100 %
321 - TIF PROJECTS Totals:	226,499.47	503,961.86	783,950.00	180,870.36	458,001.71	0.00	42 %
<u>411 - CDBG</u>							
504 - Contract Services	42,888.00	0.00	0.00	0.00	0.00	0.00	0 %
411 - CDBG Totals:	42,888.00	0.00	0.00	0.00	0.00	0.00	0 %
<u>412 - LEASE CORPORATION</u>							
504 - Contract Services	155.00	75.00	200.00	0.00	20.00	180.00	90 %
560 - Debt Service	687,867.50	692,002.42	694,244.00	0.00	693,628.77	615.23	0 %
412 - LEASE CORPORATION Totals:	688,022.50	692,077.42	694,444.00	0.00	693,648.77	0.00	0 %
<u>511 - CAPITAL PROJECTS FUND</u>							
504 - Contract Services	0.00	0.00	30,000.00	0.00	0.00	30,000.00	100 %
550 - Capital Outlay	74,118.08	37,502.00	65,000.00	0.00	51,500.00	13,500.00	21 %
511 - CAPITAL PROJECTS FUND Totals:	74,118.08	37,502.00	95,000.00	0.00	51,500.00	0.00	46 %

	2016-2017 YTD Activity	2017-2018 YTD Activity	2018-2019 Budget	September 2018-2019 MTD Activity	2018-2019 YTD Activity	2018-2019 Budget Remaining	% Budget Remaining
<u>621 - ENVIRONMENTAL SERVICES</u>							
500 - Personnel	1,129,559.50	1,132,016.97	1,186,072.00	87,502.45	1,125,686.67	60,385.33	5 %
503 - Supplies	146,883.24	163,100.15	188,600.00	30,433.41	150,685.87	37,914.13	20 %
504 - Contract Services	769,290.84	814,362.29	811,996.00	148,489.35	841,899.82	(29,903.82)	-4 %
550 - Capital Outlay	188,672.89	27,010.00	1,414,232.00	0.00	0.00	1,414,232.00	100 %
570 - Other Financing Uses	54,070.00	54,000.00	54,000.00	27,000.00	54,000.00	0.00	0 %
621 - ENVIRONMENTAL SERVICES Totals:	2,288,476.47	2,190,489.41	3,654,900.00	293,425.21	2,172,272.36	0.00	41 %
<u>631 - WASTEWATER</u>							
500 - Personnel	831,450.99	857,096.28	942,948.00	64,184.05	843,816.54	99,131.46	11 %
503 - Supplies	74,011.55	77,080.72	127,805.00	11,458.23	72,988.93	54,816.07	43 %
504 - Contract Services	460,186.41	449,792.13	547,527.00	62,566.57	457,154.21	90,372.79	17 %
550 - Capital Outlay	252,806.58	382,511.65	469,000.00	34,888.07	450,277.76	18,722.24	4 %
560 - Debt Service	645,890.70	645,890.70	645,890.00	0.00	645,890.66	(0.66)	0 %
570 - Other Financing Uses	140,070.00	140,000.00	740,000.00	70,000.00	140,000.00	600,000.00	81 %
631 - WASTEWATER Totals:	2,404,416.23	2,552,371.48	3,473,170.00	243,096.92	2,610,128.10	0.00	25 %
<u>641 - WATER</u>							
500 - Personnel	754,627.75	768,529.75	848,763.00	58,141.00	750,198.40	98,564.60	12 %
503 - Supplies	300,319.44	281,897.71	409,070.00	24,890.95	276,790.49	132,279.51	32 %
504 - Contract Services	444,472.29	376,878.35	441,974.00	57,562.09	338,368.50	103,605.50	23 %
550 - Capital Outlay	390,672.42	755,135.46	197,000.00	17,440.68	70,782.68	126,217.32	64 %
570 - Other Financing Uses	78,070.00	78,000.00	678,000.00	39,000.00	78,000.00	600,000.00	88 %
641 - WATER Totals:	1,968,161.90	2,260,441.27	2,574,807.00	197,034.72	1,514,140.07	0.00	41 %
<u>651 - ELECTRIC</u>							
503 - Supplies	0.00	0.00	1,000.00	0.00	0.00	1,000.00	100 %
570 - Other Financing Uses	2,557,145.08	2,607,017.78	3,289,750.00	306,205.04	3,235,693.19	54,056.81	2 %
651 - ELECTRIC Totals:	2,557,145.08	2,607,017.78	3,290,750.00	306,205.04	3,235,693.19	0.00	2 %
<u>661 - STORMWATER</u>							
503 - Supplies	8,197.79	5,682.81	14,990.00	451.15	2,195.93	12,794.07	85 %
504 - Contract Services	63,832.17	45,247.10	84,729.50	16,976.00	48,079.51	36,649.99	43 %
550 - Capital Outlay	8,165.59	392,965.72	174,815.00	72,802.10	282,384.39	(107,569.39)	-62 %
560 - Debt Service	0.00	0.00	84,832.49	0.00	84,832.49	0.00	0 %
570 - Other Financing Uses	0.00	0.00	250,000.00	0.00	0.00	250,000.00	100 %
661 - STORMWATER Totals:	80,195.55	443,895.63	609,366.99	90,229.25	417,492.32	0.00	31 %

	2016-2017 YTD Activity	2017-2018 YTD Activity	2018-2019 Budget	September 2018-2019 MTD Activity	2018-2019 YTD Activity	2018-2019 Budget Remaining	% Budget Remaining
<u>721 - GIS SERVICES</u>							
500 - Personnel	57,795.08	60,398.76	62,712.00	4,829.72	62,428.99	283.01	0 %
503 - Supplies	209.09	196.00	5,000.00	90.00	1,054.89	3,945.11	79 %
504 - Contract Services	14,984.13	11,814.26	15,625.00	219.19	12,687.49	2,937.51	19 %
560 - Debt Service	20,266.24	0.00	0.00	0.00	0.00	0.00	0 %
721 - GIS SERVICES Totals:	93,254.54	72,409.02	83,337.00	5,138.91	76,171.37	0.00	9 %
<u>725 - CENTRAL GARAGE</u>							
500 - Personnel	144,141.75	153,424.83	155,862.00	11,817.54	156,582.11	(720.11)	0 %
503 - Supplies	23,369.04	34,640.57	30,000.00	4,574.05	34,955.61	(4,955.61)	-17 %
504 - Contract Services	109,806.70	156,116.34	111,222.00	23,525.19	120,818.26	(9,596.26)	-9 %
550 - Capital Outlay	0.00	5,217.99	0.00	0.00	0.00	0.00	0 %
725 - CENTRAL GARAGE Totals:	277,317.49	349,399.73	297,084.00	39,916.78	312,355.98	0.00	-5 %
<u>811 - UNEMPLOYMENT COMP</u>							
504 - Contract Services	2,688.00	0.00	60,000.00	0.00	0.00	60,000.00	100 %
811 - UNEMPLOYMENT COMP Totals:	2,688.00	0.00	60,000.00	0.00	0.00	0.00	100 %
<u>812 - HEALTH INSURANCE</u>							
504 - Contract Services	2,095,806.80	1,937,895.41	2,524,900.00	126,275.19	1,851,428.00	673,472.00	27 %
812 - HEALTH INSURANCE Totals:	2,095,806.80	1,937,895.41	2,524,900.00	126,275.19	1,851,428.00	0.00	27 %



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

	2016-2017 YTD Activity	2017-2018 YTD Activity	2018-2019 Budget	September 2018-2019 MTD Activity	2018-2019 YTD Activity	2018-2019 Budget Remaining	% Budget Remaining
111 - GENERAL							
111 - FINANCE							
500 - Personnel	117,665.03	129,958.48	133,974.00	9,668.43	130,961.35	3,012.65	2 %
503 - Supplies	14,428.38	14,738.57	16,300.00	260.22	12,929.55	3,370.45	21 %
504 - Contract Services	61,972.09	72,602.74	72,071.00	3,513.81	71,117.39	953.61	1 %
111 - FINANCE Totals:	194,065.50	217,299.79	222,345.00	13,442.46	215,008.29	7,336.71	3 %
112 - PERSONNEL							
500 - Personnel	16,274.76	16,761.07	16,947.00	1,304.80	16,887.33	59.67	0 %
503 - Supplies	3,048.50	5,059.28	5,100.00	142.86	5,194.45	(94.45)	-2 %
504 - Contract Services	39,087.93	35,105.81	28,250.00	7,422.89	29,846.33	(1,596.33)	-6 %
112 - PERSONNEL Totals:	58,411.19	56,926.16	50,297.00	8,870.55	51,928.11	(1,631.11)	-3 %
113 - COUNCIL							
500 - Personnel	21,098.88	21,099.00	21,100.00	1,623.00	21,612.40	(512.40)	-2 %
503 - Supplies	1,882.62	1,889.00	1,900.00	72.99	1,934.36	(34.36)	-2 %
504 - Contract Services	3,828.00	910.00	3,250.00	700.31	5,160.41	(1,910.41)	-59 %
570 - Other Financing Uses	68,201.00	0.00	250,000.00	0.00	0.00	250,000.00	100 %
113 - COUNCIL Totals:	95,010.50	23,898.00	276,250.00	2,396.30	28,707.17	247,542.83	90 %
114 - CITY MANAGER							
500 - Personnel	18,992.75	22,369.39	23,875.00	1,886.07	24,130.91	(255.91)	-1 %
503 - Supplies	62,906.93	72,311.83	56,000.00	34,879.50	66,315.45	(10,315.45)	-18 %
504 - Contract Services	85,442.16	235,615.37	201,250.00	27,605.91	114,304.63	86,945.37	43 %
114 - CITY MANAGER Totals:	167,341.84	330,296.59	281,125.00	64,371.48	204,750.99	76,374.01	27 %
115 - CITY CLERK							
500 - Personnel	14,343.39	17,316.81	23,393.00	932.00	11,746.89	11,646.11	50 %
503 - Supplies	1,208.64	1,197.56	1,500.00	239.98	888.44	611.56	41 %
504 - Contract Services	10,605.64	9,527.08	11,850.00	1,204.40	10,604.10	1,245.90	11 %
115 - CITY CLERK Totals:	26,157.67	28,041.45	36,743.00	2,376.38	23,239.43	13,503.57	37 %
116 - MIS							
503 - Supplies	19,609.29	38,710.47	7,000.00	0.00	8,452.38	(1,452.38)	-21 %

	2016-2017 YTD Activity	2017-2018 YTD Activity	2018-2019 Budget	September 2018-2019 MTD Activity	2018-2019 YTD Activity	2018-2019 Budget Remaining	% Budget Remaining
504 - Contract Services	47,653.06	41,473.29	67,000.00	4,380.00	49,340.99	17,659.01	26 %
550 - Capital Outlay	10,431.08	0.00	12,000.00	0.00	12,748.11	(748.11)	-6 %
116 - MIS Totals:	77,693.43	80,183.76	86,000.00	4,380.00	70,541.48	15,458.52	18 %
121 - DEVELOPMENT SERVICES							
500 - Personnel	251,418.46	186,203.90	193,356.00	13,729.24	179,035.44	14,320.56	7 %
503 - Supplies	5,074.63	3,953.11	6,200.00	530.68	2,928.97	3,271.03	53 %
504 - Contract Services	82,959.17	44,761.56	60,206.00	1,717.58	38,343.86	21,862.14	36 %
570 - Other Financing Uses	7,000.00	0.00	0.00	0.00	0.00	0.00	0 %
121 - DEVELOPMENT SERVICES Totals:	346,452.26	234,918.57	259,762.00	15,977.50	220,308.27	39,453.73	15 %
141 - FIRE							
500 - Personnel	1,435,519.37	1,459,657.15	1,591,134.00	116,364.86	1,553,986.18	37,147.82	2 %
503 - Supplies	25,134.63	30,912.88	32,400.00	9,165.16	47,383.96	(14,983.96)	-46 %
504 - Contract Services	92,003.12	67,749.84	75,398.00	9,827.59	79,349.57	(3,951.57)	-5 %
141 - FIRE Totals:	1,552,657.12	1,558,319.87	1,698,932.00	135,357.61	1,680,719.71	18,212.29	1 %
142 - POLICE							
500 - Personnel	2,945,474.98	3,147,814.50	3,257,232.00	261,782.92	3,163,184.78	94,047.22	3 %
503 - Supplies	94,144.77	95,307.00	110,850.00	16,324.28	89,592.67	21,257.33	19 %
504 - Contract Services	409,560.54	334,605.01	328,450.00	31,443.26	329,578.64	(1,128.64)	0 %
142 - POLICE Totals:	3,449,180.29	3,577,726.51	3,696,532.00	309,550.46	3,582,356.09	114,175.91	3 %
143 - EMERGENCY MANAGEMENT							
500 - Personnel	83,590.42	86,222.51	90,880.00	7,026.11	89,332.12	1,547.88	2 %
503 - Supplies	4,188.78	6,250.96	13,050.00	3,201.17	11,060.05	1,989.95	15 %
504 - Contract Services	6,316.21	5,769.01	6,834.00	1,032.01	6,161.08	672.92	10 %
143 - EMERGENCY MANAGEMENT Totals:	94,095.41	98,242.48	110,764.00	11,259.29	106,553.25	4,210.75	4 %
151 - LIBRARY							
500 - Personnel	488,938.51	514,495.38	540,513.00	42,227.46	546,295.04	(5,782.04)	-1 %
503 - Supplies	72,308.28	69,968.93	77,300.00	8,502.43	74,322.58	2,977.42	4 %
504 - Contract Services	107,300.89	115,765.47	118,678.00	15,161.54	115,057.98	3,620.02	3 %
151 - LIBRARY Totals:	668,547.68	700,229.78	736,491.00	65,891.43	735,675.60	815.40	0 %
171 - PARKS							

	2016-2017 YTD Activity	2017-2018 YTD Activity	2018-2019 Budget	September 2018-2019 MTD Activity	2018-2019 YTD Activity	2018-2019 Budget Remaining	% Budget Remaining
500 - Personnel	687,591.72	669,905.04	744,708.00	49,672.90	703,334.97	41,373.03	6 %
503 - Supplies	54,514.45	50,319.61	59,450.00	4,442.27	50,227.37	9,222.63	16 %
504 - Contract Services	238,953.20	272,002.81	245,807.00	43,323.42	252,522.92	(6,715.92)	-3 %
550 - Capital Outlay	612.00	16,608.44	2,000,000.00	0.00	20,962.91	1,979,037.09	99 %
171 - PARKS Totals:	981,671.37	1,008,835.90	3,049,965.00	97,438.59	1,027,048.17	2,022,916.83	66 %
172 - RECREATION							
500 - Personnel	167,214.52	97,259.69	88,177.00	0.00	73,817.23	14,359.77	16 %
503 - Supplies	43,428.93	22,067.54	39,300.00	1,680.97	23,022.69	16,277.31	41 %
504 - Contract Services	439,614.87	439,697.68	462,930.00	8,976.57	469,325.53	(6,395.53)	-1 %
550 - Capital Outlay	8,537.56	0.00	0.00	0.00	0.00	0.00	0 %
172 - RECREATION Totals:	658,795.88	559,024.91	590,407.00	10,657.54	566,165.45	24,241.55	4 %
111 - GENERAL Totals:	8,370,080.14	8,473,943.77	11,095,613.00	741,969.59	8,513,002.01	0.00	23 %
<u>211 - REGIONAL LIBRARY</u>							
151 - LIBRARY							
503 - Supplies	2,180.70	759.21	12,500.00	56.90	2,002.07	10,497.93	84 %
504 - Contract Services	0.00	814.99	3,000.00	0.00	0.00	3,000.00	100 %
151 - LIBRARY Totals:	2,180.70	1,574.20	15,500.00	56.90	2,002.07	13,497.93	87 %
211 - REGIONAL LIBRARY Totals:	2,180.70	1,574.20	15,500.00	56.90	2,002.07	0.00	87 %
<u>212 - TRANSPORTATION</u>							
111 - FINANCE							
500 - Personnel	19,429.11	26,354.00	27,905.00	2,336.46	29,285.87	(1,380.87)	-5 %
111 - FINANCE Totals:	19,429.11	26,354.00	27,905.00	2,336.46	29,285.87	(1,380.87)	-5 %
112 - PERSONNEL							
500 - Personnel	10,849.87	11,173.68	11,297.00	869.88	11,258.30	38.70	0 %
112 - PERSONNEL Totals:	10,849.87	11,173.68	11,297.00	869.88	11,258.30	38.70	0 %
114 - CITY MANAGER							
500 - Personnel	12,662.07	14,912.79	15,917.00	1,257.38	16,087.34	(170.34)	-1 %
114 - CITY MANAGER Totals:	12,662.07	14,912.79	15,917.00	1,257.38	16,087.34	(170.34)	-1 %

City of Scottsbluff, Nebraska

Monday, December 2, 2019

Regular Meeting

Item SBYC1

(informational only):

Staff Contact:

City of Scottsbluff, Nebraska

Monday, December 2, 2019

Regular Meeting

Item Public Inp1

Council to discuss and consider action on the request to issue two Special Designated Liquor licenses to serve wine at events for the West Nebraska Arts Center, 106 East 18th Street on January 18, 2020 from 6:00 to 11:00 p.m. and February 6, 2020 from 4:00 to 8:00 p.m.

Staff Contact: Kim Wright, City Clerk

Special Designated License
Local Recommendation (Form 200)

Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

West Nebraska Arts Center
Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)

106 E. 18th street
Retail Liquor License Address or Non-Profit Business Address

47-0499224
Retail License Number or Non-Profit Federal ID #

Consecutive Dates only
Event Date(s): 1-18-20

Event Start Time(s): 6 pm

Event End Time(s): 11 pm

Alternate Date: none

Alternate Location Building & Address: none

Event Building Name: West Nebraska Arts Center

Event Street Address/City: 106 E 18th street, Scottsbluff, Ne 69361

Indoor area to be licensed in length & width: 73.5 x 33

Outdoor area to be licensed in length & width: X X X (Diagram Form #109 must be attached)

Type of Event: Wine Tasting Fundraiser Estimate # of attendees: 175

Type of alcohol to be served: Beer _____ Wine X Distilled Spirits _____
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Michele Denton Event Contact Phone Number: (308) 631-1625 cell

Event Contact Email: michele@thewnac.com (308) 632-2226

*Signature Authorized Representative: [Signature] Printed Name: Michele Denton

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

*Retail licensee – Must be signed by a member listed on permanent license

*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

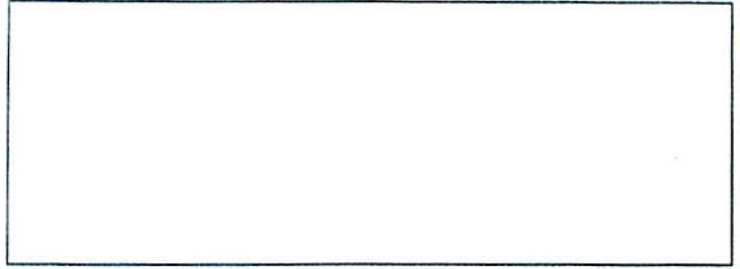
The local governing body for the City/Village of _____ OR County of _____ approves
the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature

Date

**APPLICATION FOR SPECIAL
DESIGNATED LICENSE
Non-Profit Applicants ONLY**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov/
Email Applications: michelle.porter@nebraska.gov



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

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

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

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

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

West Nebraska Arts Center
NAME OF CORPORATION
47-0499224
FEDERAL ID NUMBER

SIGNATURE OF TITLE OF CORPORATE OFFICERS

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

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS _____

DAY OF _____

NOTARY PUBLIC SIGNATURE & SEAL

FORM 201
REV NOV 2016

Special Designated License
Local Recommendation (Form 200)

Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

West Nebraska Arts Center

Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)

106 E 18 street

Retail Liquor License Address or Non-Profit Business Address

47-0499224

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only 2-6-20

Event Date(s):

Event Start Time(s): 4pm

Event End Time(s): 8pm

Alternate Date: none

Alternate Location Building & Address: none

Event Building Name: West Nebraska Arts Center

Event Street Address/City: 106 E. 18th st. Scottsbluff, Ne 69361

Indoor area to be licensed in length & width: 73.5 X 33

Outdoor area to be licensed in length & width: X X X (Diagram Form #109 must be attached)

Type of Event: Art Exhibit Reception Estimate # of attendees: 150

Type of alcohol to be served: Beer _____ Wine X Distilled Spirits _____
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Michele Denton Event Contact Phone Number: 631-1625 (308) cell or

Event Contact Email: michele@theuwnac.com 632-2226 (308)

*Signature Authorized Representative: [Signature]

Printed Name Michele Denton

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

*Retail licensee – Must be signed by a member listed on permanent license

*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

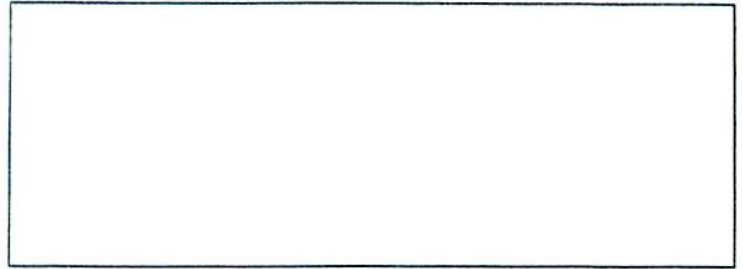
The local governing body for the City/Village of _____ OR County of _____ approves
the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature

Date

**APPLICATION FOR SPECIAL
DESIGNATED LICENSE
Non-Profit Applicants ONLY**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov/
Email Applications: michelle.porter@nebraska.gov



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

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

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

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

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

West Nebraska Arts Center
NAME OF CORPORATION
47-0499224
FEDERAL ID NUMBER

SIGNATURE OF TITLE OF CORPORATE OFFICERS

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

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS _____

DAY OF _____

NOTARY PUBLIC SIGNATURE & SEAL

FORM 201
REV NOV 2016

MEMORANDUM

TO: Nathan Johnson, City Manager

FROM: Kevin Spencer, Chief of Police

CC: Kim Wright, City Clerk

DATE: November 27, 2019

RE: Request for a Special Designated License (SDL) – West Nebraska Arts Center 106 E 18th St Scottsbluff, NE

In regards to the West Nebraska Arts Center applications for two Special Designated Licenses, for the dates of January 18th, and February 6, 2020 the first being a “Wine Tasting Fundraiser,” and the other being an “Art Exhibit Reception,” there will be sufficient law enforcement officers on duty to handle regular patrol duties in the city and to respond to the Arts Center in the event of a problem. I recommend approval given the fact that law enforcement has never been called to the Arts Center to address any issues during these types of events. As always, we would insist that management have adequate staff on hand to closely monitor the event and take steps to ensure minors do not drink.

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



Kevin E. Spencer
Chief of Police

City of Scottsbluff, Nebraska

Monday, December 2, 2019

Regular Meeting

Item Subdiv.1

Council to discuss and consider action on an application for the creation of an Agricultural Estate Dwelling Site from John Raymond, Executor of the Patricia Raymond Estate, for property located at 210086 Raymond Drive, Scottsbluff, NE.

Staff Contact: Nathan Johnson, City Manager

CITY OF SCOTTSBLUFF
Agricultural Estate Dwelling Site Application
Agricultural – ET Zoning District

On the 3rd day of October, 2019, John Raymond, Executor, Patricia Raymond Estate (being the record title owner of the real estate described in paragraphs 1 and 3 below), has caused to be made an application to the City of Scottsbluff, Scotts Bluff County for an exception to Agriculture (A-ET) District zoning, for an Agricultural Estate Dwelling Site subject to all provisions of Part 13 Ag. District, specifically 25-3-19. 1-13, of the Zoning Regulations, as follows:

1. **LEGAL DESCRIPTION OF TRACT TO BE SEPARATED:** (An accurate survey, properly identifying the tract to be set out, must accompany this application):

A Tract of land situated in the Southwest Quarter of the Southeast Quarter of Section 11, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska, more particularly described as follows:

Beginning at the South Quarter Corner of Section 11, thence bearing N02°17'59"E, on the North - South Centerline of Section 11, a distance of 789.28 feet, thence bearing S88°12'08"E, a distance of 495.65 feet, thence bearing S02°17'59"W, on a line parallel with the North - South Centerline of Section 11, a distance of 154.86 feet, thence bearing S37°10'47"W, a distance of 108.68 feet, to the point of intersection with a tangent curve to the left, said curve having a central angle of 34°52'48", a radius of 190.00 feet, having a chord bearing of S19°44'23"W and a chord distance of 113.89 feet, thence southwesterly on the arc of said curve, a distance of 115.67 feet, thence bearing S02°17'59"W, on a line being parallel with the North - South Centerline of Section 11, a distance of 437.46 feet, to the point of intersection with the south line of the Southeast Quarter of Section 11, thence westerly on said line, bearing N88°12'08"W, a distance of 399.36 feet to the Point of Beginning, said Tract of land containing an area of 7.73 acres, more or less.

2. **SIZE (ACREAGE) IN ABOVE DESCRIBED TRACT TO BE SEPARATED:**

7.73 Acres ±

3. **LEGAL DESCRIPTION OF BALANCE OF LAND WHICH IS TO BE RESERVED:**

See attached Deed, Instrument #2001-06841

4. **SIZE (ACREAGE) IN ABOVE DESCRIBED TRACT TO BE RESERVED:**

59.96 Acres ±

5. **INTENT** (Must have one or more of the following; each should be specifically described):

- a. An existing farmstead site (describe previous use)

 X

- b. A conveyance to a farm-ranch owner's relative (set out the names of the relatives and relationship to the owner):

- c. A conveyance to a farm-ranch owner, to be used for dwelling purposes for that farm-ranch owner:

- d. Marginal usage land (describe completely as to the reason such land is "marginal use"):
399.36 feet on the south line of the
tract _____

6. **ACCESS TO PUBLIC ROAD** (Describe access: Must have a minimum width of 150 feet on an existing dedicated public road; or if an interior section type, there must be an access road of at least 25 feet in width. Also, access roads on the dedicated public road must be:
399.36 feet on the south line of the tract

7. **PRELIMINARY PLAN REQUIREMENTS** (Following procedures in Scottsbluff Municipal Code Book of the City of Scottsbluff Subdivision Regulations, as required by the City of Scottsbluff Development Services Department.)

 X

8. **REQUIREMENT:** Before any action can be taken, applicant shall submit a receipt from the Scotts Bluff County Treasurer's Office showing that the current property taxes have been paid.
9. **NOTE:** Assuming that the City of Scottsbluff Planning Commission and City Council approve the referenced application for the creation of an Agricultural Estate Dwelling Site, then the applicant herein is required to have recorded for public record, at the direction of the City of Scottsbluff City Council, a "CERTIFICATE", which sets out the action taken by the Commission and Council (at the cost of the applicant). Furthermore, there shall be a clear understanding that as to the referenced legal description (paragraph 3, above), a request for an Agricultural Estate Dwelling Site shall be granted ONE TIME ONLY, so as to carry out the intent as expressed in Section 25-3-19.1 of the Scottsbluff Municipal Code Zoning Regulations. Furthermore, in the event that the Agricultural Estate Dwelling Site is no longer actually used for the purpose in existence upon giving of such approval, then it is understood that the approval granted by the City Council shall be automatically revoked.

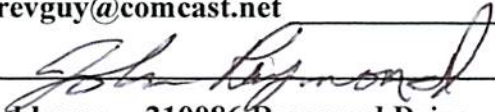
Owner Name: John Raymond, Executor, Patricia Raymond Estate _____

Address: 814 Anthony Drive _____

City/State: Mechanicsburg, Pennsylvania 17050 _____

Phone #'s: 717-497-7745 _____

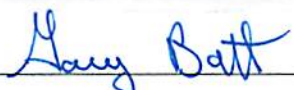
Email: revguy@comcast.net _____

Signature:  _____

Ag-Estate Address: 210086 Raymond Drive _____

City/State: Scottsbluff, NE 69361 _____

City of Scottsbluff, Development Services

 _____

RECEIVED: Date October 14, 2019 Receipt # 197595
✓ 1013

CITY OF SCOTTSBLUFF - PLANNING COMMISSION

The City of Scottsbluff ^{Planning Commission} Council, having received and reviewed the application of:

John Raymond

FOR AN EXCEPTION TO Agriculture (A) District Zoning for an Agricultural Estate Dwelling Site (Part 25-3-19.1-13 of the Scottsbluff Municipal Code Zoning Regulations) and having taken said application and request into consideration on the 25th day of November, 20 19 and then having heard comments and testimony thereon do hereby:

Approve: X

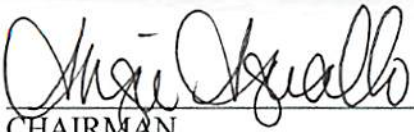
Disapprove: _____

the request as stated.

COMMENTS:

Dated this 25th day of November, 20 19

CITY OF SCOTTSBLUFF
PLANNING COMMISSION


CHAIRMAN

 1764
SECRETARY

CITY OF SCOTTSBLUFF – CITY COUNCIL

The City of Scottsbluff Council, having received and reviewed the application of:

John Raymond, Executor of the Patricia Raymond Estate

FOR AN EXCEPTION TO Agriculture (A) District Zoning for an Agricultural Estate Dwelling Site (Part 25-3-19.1-13 of the Scottsbluff Municipal Code Zoning Regulations) and having taken said application and request into consideration on the 2nd day of December, 2019 and having heard comments and testimony thereon do hereby:

Approve: _____

Disapprove: _____

the request as stated.

COMMENTS:

Dated this _____ day of _____, 20 _____

CITY OF SCOTTSBLUFF
CITY COUNCIL

ATTEST:

MAYOR

CITY CLERK

City of Scottsbluff, Nebraska

Monday, December 2, 2019

Regular Meeting

Item Resolut.1

Council to discuss and consider action on a Certificate for Recording the Agricultural Estate Dwelling Site for property owned by Patricia Raymond Estate, John Raymond Executor.

Located in the SW1/4 of the SE1/4 of Section 11, Township 22 North, Range 55 West of the 6th P.M. and authorize the Mayor to sign the Certificate.

Staff Contact: Nathan Johnson, City Manager

For Recording Only
RET: Development Services, City of Scottsbluff

CERTIFICATE

This certificate should be indexed and recorded against the real estate described in Paragraph 1 and 3 below.

The following action was recommended by the Scottsbluff City Planning Commission, and taken by the Scottsbluff City Council.

TO-WIT:

1. John Raymond, Executor of the Patricia Raymond Estate, has made application to the City of Scottsbluff Planning Commission, and the City Council for an Agricultural Dwelling Estate Site located at 210086 Raymond Drive, a tract of land situated in the Southwest Quarter of the Southeast Quarter of Section 11, township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska under part 25-3-19, 1-13, of the Scottsbluff Municipal Code zoning regulations. The Planning Commission approved the same at their regular meeting on November 25, 2019 and the City Council accepted such recommendations by approving the same, as provided by law, at the meeting of the Scottsbluff City Council on December 2, 2019.
2. Legal description of the tract-site (AEDS), separated as an Agricultural Estate Dwelling Site is: A tract of land situated in the Southwest Quarter of the Southeast Quarter of Section 11, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska, more particularly described as follows:
Beginning at the South Quarter Corner of Section 11, thence bearing N02°17'59"E, on the North - South Centerline of Section 11, a distance of 789.28 feet, thence bearing S88°12'08"E, a distance of 495.65 feet, thence bearing S02°17'59"W, on a line parallel with the North - South Centerline of Section 11, a distance of 154.86 feet, thence bearing S37°10'47"W, a distance of 108.68 feet, to the point of intersection with a tangent curve to the left, said curve having a central angle of 34°52'48", a radius of 190.00 feet, having a chord bearing of S19°44'23"W and a chord distance of 113.89 feet, thence southwesterly on the arc of said curve, a distance of 115.67 feet, thence bearing S02°17'59"W, on a line being parallel with the North – South Centerline of Section 11, a distance of 437.46 feet, to the point of intersection with the south line of the Southeast Quarter of Section 11, thence westerly on said line, bearing N88°12'08"W, a distance of 399.36 feet to the Point of Beginning, said Tract of land containing an area of 7.73 acres, more or less.
3. The legal description of the reserved real estate: Remainder of Parcel 010027157: PT S1/2 of SE 1/4 of Section 11, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County Nebraska. Reserved acreage of 59.96 acres, more or less

STATE OF NEBRASKA)
CITY OF SCOTTSBLUFF)
COUNTY OF SCOTTS BLUFF)

I, Raymond Gonzales the duly appointed, qualified, and acting Mayor for the City of Scottsbluff, County of Scotts Bluff, State of Nebraska, do hereby certify that the foregoing is a true and complete recitation of the action taken by the City Council, as it relates to the subject therein described, as shown by the records and minutes of the referenced public body.

IT WITNESS WHEREOF, I DO HERBY SET MY OFFICIAL HAND, THIS

_____ DAY OF _____, _____.

Mayor, City of Scottsbluff
Raymond Gonzales

STATE OF NEBRASKA)
CITY OF SCOTTSBLUFF)
COUNTY OF SCOTTS BLUFF)

On the date immediately above set out, before me, a Notary Public duly commissioned and qualified to act in Scottsbluff, Scotts Bluff County, personally came the referenced Mayor Raymond Gonzales, to me known to be the identical person whose name is affixed to the foregoing certificate, and acknowledged the same to be his voluntary act and deed as such official.

Notary Public
(NOTARY SEAL & COMMISSION EXPIRES)

City of Scottsbluff, Nebraska

Monday, December 2, 2019

Regular Meeting

Item Resolut.2

Council to discuss and consider action on a Resolution authorizing the Mayor to sign the Year-End Certification of Street Superintendent form appointing Philip Mark Bohl as the City of Scottsbluff Street Superintendent.

Staff Contact: Nathan Johnson, City Manager

RESOLUTION

SIGNING OF THE YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT FORM 2019

Resolution No. _____

Whereas: State of Nebraska Statutes, sections 39-2302, and 39-2511 through 39-2515 details the requirements that must be met in order for a municipality to qualify for an annual Incentive Payment;

Whereas: The State of Nebraska Department of Transportation (NDOT) requires that each incorporated municipality must annually certify (by December 31st of each year) the appointment of the City Street Superintendent to the NDOT using the Year-End Certification of City Street Superintendent form;

Whereas: The NDOT requires that such certification shall also include a copy of the meeting minutes showing the appointment of the City Street Superintendent by their name as it appears on their License (if applicable), their License Number and Class of License (if applicable), and type of appointment, i.e., employed, contract (consultant, or interlocal agreement with another incorporated municipality and/or county), and the beginning date of the appointment; and

Whereas: The NDOT also requires that such Year-End Certification of City Street Superintendent form shall be signed by the Mayor or Village Board Chairperson and shall include a copy of a resolution of the governing body authorizing the signing of the Year-End Certification of City Street Superintendent form by the Mayor or Village Board Chairperson.

Be it resolved that the Mayor ☒ Village Board Chairperson ☐ of Scottsbluff
(Check one box) (Print Name of Municipality)
is hereby authorized to sign the attached Year-End Certification of City Street Superintendent form.

Adopted this _____ day of _____, 20____ at _____, Nebraska.
(Month)

City Council/Village Board Members

<u>Raymond Gonzales</u>	<u>Jeanne McKerrigan</u>
<u>Scott Shaver</u>	<u>Nathan Green</u>
<u>Terry Schaub</u>	_____
_____	_____
_____	_____

City Council/Village Board 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 of Clerk)

Year-End Certification of City Street Superintendent

For Determining Incentive Payment

January 1, 2019 to December 31, 2019

*This certifies that Philip Mark Bohl, License Number S-1103 Class B,
(Print name of Superintendent as appears on license card) (A or B)

was the appointed City Street Superintendent of Scottsbluff
(Print name of City or Village)

from January 1, 2019 to December 31, 2019
Month Date Month Date

and actually performed all of the following duties:

1. Developing and annually updating a long-range plan based on needs and coordinated with adjacent local governmental units;
2. Developing an annual program for design, construction, and maintenance;
3. Developing an annual budget based on programmed projects and activities;
4. Submitting such plans, programs, and budgets to the local governing body for approval; and
5. Implementing the capital improvements and maintenance activities provided in the approved plans, programs, and budgets.

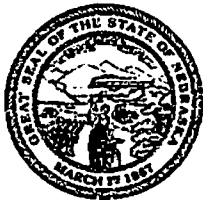
And further certifies that the superintending services of the above listed individual were provided by: (Check one)

- ☒ Employment with this Municipality ☐ Contract (consultant) with this Municipality ☐ Contract (interlocal agreement) between this Municipality and the following listed Municipality(ies) and/or County(ies)

Signature of Mayor ☒ Village Board Chairperson ☐

* If more than one individual or the City Council or Village Board provided superintending services during the calendar year, list each successive superintendent on a separate form. The amount will be computed based on (a) your most recent Federal Census as certified by the Tax Commissioner; (b) whether or not your municipality appointed a licensed City Street Superintendent for all 12 months; (c) class of license, A or B; and (d) whether or not the Superintendent performed all of the duties listed. *Reference Neb. Rev. Stat. §§39-2511 through 39-2515.* If your city or village did not have an appointed City Street Superintendent, write "City Council" or "Village Board" as the name of "Superintendent." Failure to return the certification, meeting minutes and resolution may result in your municipality not receiving an Incentive Payment for Calendar Year 2019.

Note: In addition to this annual, Year-End certification of superintendent to the Nebraska Department of Transportation, (due December 31st), the municipality is also responsible for filing the "Municipal Annual Certification of Program Compliance" form with the Board of Public Roads Classifications and Standards (due October 31st). *Reference Neb. Rev. Stat. §§39-2115, 39-2119, 39-2120, 39-2121 and 39-2520(2).*



Return the completed original certification, meeting minutes and resolution by December 31, 2019 to:

Highway Local Liaison Coordinator
Boards-Liaison Services Section
Local Assistance Division
Nebraska Department of Transportation
PO Box 94759
Lincoln NE 68509-4759

October 15, 2019

Kimberley Wright
Scottsbluff City Clerk
2525 Circle Dr
Scottsbluff NE 69361-2495



Pete Ricketts, Governor

The enclosed **YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT** form is the basis for determining your calendar year 2019 Incentive funds. **Please return the following documents to us by December 31, 2019:**

- **Year-End Certification of City Street Superintendent form.** **Note: If more than one individual or the City Council or Village Board provided superintending services during the calendar year, list each successive superintendent on a separate form.** If your municipality did not have an appointed City Street Superintendent, write "City Council" or "Village Board" as the name of "Superintendent."
- **Meeting minutes: (only required for an appointed City Street Superintendent).** A copy of the City Council or Village Board meeting minutes showing the appointment of the City Street Superintendent by their name as it appears on their License (if applicable), their License Number and Class of License (if applicable), the type of appointment, i.e., employed, contract (consultant or interlocal agreement with another incorporated municipality and/or county), and the **beginning date of the appointment.**
- **Resolution:** A copy of a resolution of the City Council or Village Board authorizing the signing of the Year-End Certification of City Street Superintendent form by the Mayor or Village Board Chairperson

Failure to return the certification, meeting minutes and resolution may result in your municipality not receiving an Incentive Payment for Calendar Year 2019. Payment is scheduled for February 2020.
Reference Neb. Rev. Stat. §39-2515.

Please let me know if you have any questions. Email: lemoyne.schulz@nebraska.gov, Phone: (402) 479-4436, Fax: (402) 479-3525.

Sincerely,

LeMoyne D. Schulz
Highway Local Liaison Coordinator
Liaison Services Section

LDS/bex12-zl

Enclosures

Kyle Schneweis, P.E., Director

Department of Transportation

Board of Examiners for County Highway and City Street Superintendents

1500 Highway 2

PO Box 94759

Lincoln, NE 68509-4759

dot.nebraska.gov

OFFICE 402-479-4436

ndot.bishelp@nebraska.gov

City of Scottsbluff, Nebraska

Monday, December 2, 2019

Regular Meeting

Item Resolut.3

Council to discuss and consider action on adopting the International Building Code 2018 Edition and International Residential Code 2018 Edition and approve the Ordinance.

Staff Contact: Development Services

AGENDA STATEMENT

Item No.

December 2, 2019

AGENDA TITLE: Adoption of the 2018 International Building Code, the 2018 International Residential Code which are the current State Building Codes adopted by the State of Nebraska, s/s 71-6403.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Development Services Department.

PRESENTATION BY: Nathan Johnson

SUMMARY EXPLANATION:

The State of Nebraska legislature passed LB 348 adopting the 2018 International Building Code and the 2018 International Residential Code, excluding Chapter 313 of the 2018 International Residential Code, Automatic Fire Sprinkler System requirement. The State of Nebraska passed LB 130 adopting the standards for radon-resistant construction for residential, commercial, educational and medical structures.

(1)Section 4-1-2 Standard Codes, (1) Change to International Building Code, 2018 edition, (2) Change to International Residential Code, 2018 edition.

(2)City Ordinance 4-1-10, adopt the 2018 International Building Code, excluding sections , 101.4.1, 101.4.2, 101.4.3, 101.4.4, 101.4.5, 101.4.6, 101.4.7, 105.1.1, 105.1.2, 105.2, 107, 109, 110, 112, 113, 115, 116, 3103, Chapters 13, 27, 28, 29 and 30 of the International Building Code are excluded and not adopted by this municipal code.

(3) Adopt of section 4-1-10.1 of the Scottsbluff City Ordinance adopt the 2018 International Residential Code excluding sections 105.2, 107, 112, 113, 309.5, 313, Chapter 2904 Fire Sprinkler System, Chapters 11 through 42 which are the energy chapter, plumbing, mechanical and electrical chapters.

(4) Adopt Appendix F of the 2018 IRC for Radon Control Methods, this contains provisions that are intended to mitigate the transfer of radon gases from the soil into residential, commercial, educational and medical units. Radon is a radioactive gas that has been identified as a cancer-causing agent. Radon comes from the natural breakdown of uranium in soil, rock and water.

BOARD/COMMISSION RECOMMENDATION: None

STAFF RECOMMENDATION: Staff recommends City Council approve the ordinance.

Resolution	Ordinance	Contract	Minutes	Plan/Map
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Other (specify) _____

NOTIFICATION LIST: Yes No Further Instructions

APPROVAL FOR SUBMITTAL: _____
City Manager

ORDINANCE NO. _____

AN ORDINANCE DEALING WITH THE BUILDING CODE, ADOPTING THE INTERNATIONAL BUILDING CODE 2018 EDITION, WITH APPENDIX F, AND THE INTERNATIONAL RESIDENTIAL CODE 2018 EDITION EACH WITH EXCLUDED PORTIONS; AMENDING CURRENT SECTIONS OF THE SCOTTSBLUFF MUNICIPAL CODE; REPEALING PRIOR PROVISIONS OF THE 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. Section 4-1-2 of the Scottsbluff Municipal Code is amended to provide as follows:

“4-1-2 Standard codes; adopted; exceptions.

The following standard building codes are adopted for the purposes of establishing rules and regulations for the construction, alteration, removal, demolition, equipment, use, occupancy, location and maintenance of buildings and structures, including permits and penalties:

(1) The International Building Code, 2018 Edition, including Appendix F, published by the International Code Council. Reference to “International Building Code” throughout the Municipal Code shall mean this Code.

(2) The International Residential Code 1 & 2 Family Dwellings, 2018 Edition, published by the International Code Council. Reference to the “International Residential Code” throughout the Municipal Code shall mean this Code.

(3) The International Energy Conservation Code, 2009 Edition adopted by the Nebraska legislature as the “Nebraska Energy Code.”

The International Building Code, International Residential Code 1 & 2 Family Dwellings, and the International Energy Conservation Code, 2009 Edition, are described collectively as “the Building Code.” Except for those portions specifically excluded or modified by this or other sections of the Municipal Code, the Building Code is adopted in this section by reference and shall be controlling with respect to the construction of all buildings and structures within the corporate limits of the City and within the area with respect to which the City has exercised its zoning jurisdiction under Chapter 25 of the Municipal Code. One copy of each Code shall be on file in the City Clerk’s office.” (Ord. 4207, 2017)

Section 2. Section 4-1-10 of the Scottsbluff Municipal Code is amended to provide as follows:

“4-1-10 International Building Code; portions excluded.

Sections 101.4.1, 101.4.2, 101.4.3, 101.4.4, 101.4.5, 101.4.6, 101.4.7, 105.1.1, 105.1.2, 105.2, 107, 109, 110, 112, 113, 115, 116, 3103, and Chapters 13, 27, 28, 29 and 30 of the 2018 International Building Code are excluded and not adopted by this municipal code.” (Ord. 4207, 2017)

Section 3. Section 4-1-10.1 of the Scottsbluff Municipal Code is amended to provide as follows:

“4-1-10.1 International Residential Code, portions excluded.

Section 105.2, 107, 112, 113, 309.5, 313, Chapter 2904 Fire Sprinkler System, and Chapters 11 through 42, which are the energy, plumbing, mechanical and electrical sections, of the 2018 International Residential Code are excluded from the Building Code and are not considered as adopted by this Municipal Code.” (Ord. 4207, 2017)

Section 4. Previously existing Sections 4-1-2, 4-1-10 and 4-1-10.1 of the Scottsbluff Municipal Code and all other Ordinances and parts of Ordinances in conflict herewith are repealed. Provided, however, this Ordinance shall not be construed to affect any rights, liabilities, duties or causes of action, either criminal or civil, existing or actions pending at the time when this Ordinance becomes effective.

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

PASSED AND APPROVED on _____, 2019.

Mayor

ATTEST:

City Clerk (Seal)

Approved to form:

City Attorney

4-1-2. Standard codes; adopted; exceptions.

The following standard building codes are adopted for the purposes of establishing rules and regulations for the construction, alteration, removal, demolition, equipment, use, occupancy, location and maintenance of buildings and structures, including permits and penalties:

(1) The International Building Code, ~~2012~~ 2018 Edition, including Appendix F, published by the International Code Council. Reference to "International Building Code" throughout the Municipal Code shall mean this Code.

(2) The International Residential Code 1 & 2 Family Dwellings, ~~2012~~ 2018 Edition, published by the International Code Council. Reference to the "International Residential Code" throughout the Municipal Code shall mean this Code.

(3) The International Energy Conservation Code, 2009 Edition adopted by the Nebraska legislature as the "Nebraska Energy Code."

The International Building Code, International Residential Code 1 & 2 Family Dwellings, and the International Energy Conservation Code, 2009 Edition, are described collectively as "the Building Code." Except for those portions specifically excluded or modified by this or other sections of the Municipal Code, the Building Code is adopted in this section by reference and shall be controlling with respect to the construction of all buildings and structures within the corporate limits of the City and within the area with respect to which the City has exercised its zoning jurisdiction under Chapter 25 of the Municipal Code. One copy of each Code shall be on file in the City Clerk's office." (Ord. 4207, 2017)

4-1-10. International Building Code; portions excluded.

Sections ~~101.4~~, 101.4.1, 101.4.2, 101.4.3, 101.4.4, 101.4.5, 101.4.6, 101.4.7, 105.1.1, 105.1.2, 105.2, 107, 109, 110, 112, 113, 115, 116, 3103, Chapters 13, 27, 28, and 29, and 30 of the 2018 International Building Code are excluded and not adopted by this municipal code. (Ord. 4207, 2017)

4-1-10.1. International Residential Code, portions excluded.

Section 105.2, 107, 112, 113, 309.5, 313, and Chapter 2904 Fire Sprinkler System, and Chapters 11 through 42, which are the energy, plumbing, mechanical and electrical sections, of the 2018 International Residential Code are excluded from the Building Code and are not considered as adopted by this Municipal Code. (Ord. 4207, 2017)

Tuesday, November 26, 2019 Latest: Economic forecasting board raises revenue projections

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SESSION REVIEW 2019

Urban Affairs

Radon mitigation bill approved

May 2, 2019 Sen. Wendy DeBoer, LB130

Lawmakers passed a bill May 2 that requires the state's building code to adopt standards for radon-resistant construction for new residential, commercial, educational and medical structures.

Introduced by Bennington Sen. Wendy DeBoer, LB130 adopts standards recommended by the Radon Resistant New Construction Task Force. The bill also incorporates those standards into the state building code and requires local building codes to adopt minimum standards.

The bill exempts projects designed by a licensed architect or engineer, non-residential buildings if a local building official deems radon-resistant construction unnecessary and projects in



Sen. Wendy DeBoer

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Economic forecasting board raises revenue projections

counties with an average radon concentration of less than 2.7 picocuries per liter of air.

Senators approved LB130 on a 40-4 vote.



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Medication abortion bill advanced after cloture vote

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City of Scottsbluff, Nebraska

Monday, December 2, 2019

Regular Meeting

Item Resolut.4

Council to discuss and consider action on an Ordinance setting forth rates on Outbound Mulch and Compost at City disposal sites.

Staff Contact: Nathan Johnson, City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF DEALING WITH DISPOSAL OF TREES, BRUSH AND YARD WASTE AT CITY DISPOSAL SITES, AMENDING THE SCOTTSBLUFF MUNICIPAL CODE SECTION 6-6-26, SETTING FORTH RATES AND CHARGES FOR ACCEPTING ALL COMMERCIAL AND RESIDENTIAL YARD WASTE AND TREE DISPOSAL, REPEALING THE FORMER SECTION, PROVIDING FOR PUBLICATION IN PAMPHLET FORM AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Section 6-6-26 of the Scottsbluff Municipal Code is amended to provide as follows:

"6-6-26. Trees, brush, yard waste; disposition at City disposal sites.

Every person who shall dispose of trees, brush or yard waste at any disposal site of the City shall, effective October 1, 2019, pay the following fee:

~~All Commercial and Residential tree disposal~~
~~Inbound. \$25 per ton~~

~~All Commercial and Residential yard waste disposal~~
~~Inbound. \$25 per ton~~

Mulch
Outbound. \$25 per ton

Compost
Outbound. \$18 per ton

Section 2. Prior Section 6-6-26 of the Scottsbluff Municipal Code is hereby repealed. Section 6-6-26 is hereby amended, provided this Ordinance shall not be construed to effect any causes of action, civil or criminal, existing or actions pending, at the time this Ordinance becomes effective.

Section 3. This Ordinance shall become effective upon its passage, approval as provided by law, and publication shall be in pamphlet form.

PASSED and APPROVED on _____, 2019.

Mayor

Attest:

Approved as to Form:

City Clerk (Seal)

City Attorney

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF DEALING WITH DISPOSAL OF TREES, BRUSH AND YARD WASTE AT CITY DISPOSAL SITES, AMENDING THE SCOTTSBLUFF MUNICIPAL CODE SECTION 6-6-26, SETTING FORTH RATES FOR OUTBOUND MULCH AND COMPOST, REPEALING THE FORMER SECTION, PROVIDING FOR PUBLICATION IN PAMPHLET FORM AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Section 6-6-26 of the Scottsbluff Municipal Code is amended to provide as follows:

“6-6-26. Outbound Mulch and Compost, Setting Price at City disposal sites.

Effective December 17, 2019, the price of outbound mulch and compost at City sites shall be as follows:

Mulch

Outbound. \$25 per ton

Compost

Outbound. \$18 per ton

Section 2. Prior Section 6-6-26 of the Scottsbluff Municipal Code is hereby repealed. Section 6-6-26 is hereby amended, provided this Ordinance shall not be construed to effect any causes of action, civil or criminal, existing or actions pending, at the time this Ordinance becomes effective.

Section 3. This Ordinance shall become effective upon its passage, approval as provided by law, and publication shall be in pamphlet form.

PASSED and APPROVED on _____, 2019.

Mayor

Attest:

City Clerk (Seal)

Approved as to Form:

City Attorney

City of Scottsbluff, Nebraska

Monday, December 2, 2019

Regular Meeting

Item Reports1

Council to discuss and consider action on an Economic Development Agreement for McKiney Manufacturing and Sales, LLC.

Staff Contact: Nathan Johnson, City Manager

ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT

This Agreement is made on December 2, 2019, between the City of Scottsbluff, Nebraska (the “City”) and McKinney Manufacturing and Sales, LLC (the “Applicant”).

Recitals:

a. The City has adopted an Economic Development Plan pursuant to the Nebraska Local Option Municipal Economic Development Act (the “Plan”). Pursuant to the Plan, the City has implemented an Economic Development Program (the “Program”).

b. The Applicant has made application for assistance from the Program (the “Application”);

c. The Administrator of the Program (the “Administrator”) and the City Economic Development Application Review Committee (the “Committee”) have reviewed the Application and recommended to the City Council (the “Council”) that assistance (the “Assistance”) in the amount of \$406,337.24 be made to the Applicant from the City of Scottsbluff Economic Development Fund (the “Fund”) as provided for in this Agreement. The City Council has approved the Committee’s recommendation.

d. A previous Economic Development Assistance Agreement, dated February 21, 2018 (the “2018 Agreement”), exists between the parties. The “Grant” and the “Loan” as provided in the 2018 Agreement are intended to be refinanced within the Assistance to be provided under this Agreement.

e. The parties now desire to enter into this Agreement for the purpose of setting out the terms and conditions of the Assistance.

Agreement:

1. Purpose of Assistance:

The Applicant is expanding its tool and die manufacturing business (the “Business”) located in Mitchell, Nebraska. The proceeds of the Assistance shall be used to refinance the Loan and Grant within the 2018 Agreement, and to purchase and install additional equipment related to a Water Jet Machining Center.

2. Amount of Assistance:

Effective December 2, 2019, the Assistance in the amount of \$406,337.24 shall be dispersed from the Fund at Closing as follows:

a. Payoff of the outstanding amount of the Grant from the 2018 Agreement of \$140,000.

b. Payoff of the outstanding amount of the Loan from the 2018 Agreement of \$176,337.24.

c. Disbursement of \$90,000 for the purchase and installation of the Water Jet Machining Center.

d. The Assistance shall be represented as a loan under a promissory note (the "Note") to be signed at Closing in the form of the attached "Exhibit A". The Note shall be interest free until January 1, 2020 (the "Note Interest Date"), at which time the Note shall carry interest at the rate of 1.69% per annum, which is the Applicable Federal Mid-Term rate for the month of Closing. The Note shall be repaid over 120 equal monthly payments of principal and interest; provided, however, the Applicant shall receive annual credits against the amounts due under the Note for created FTE's as provided below. The amortization of the Note anticipates \$14,000 of annual credits received per year for created FTE's (as provided below). Any increase in credits earned under the Note shall shorten the amount of amortized monthly payments required. Any decrease in credits earned shall be accounted for, and the difference shall be paid on the date of the last monthly amortized payment. The first payment shall be due February 1, 2020, with each additional payment due on the first date of each subsequent month until the Note is paid in full.

3. Closing:

As soon as the Applicant has satisfied the conditions to Closing (as provided for below), the Assistance shall be scheduled as a claim at a City Council meeting. The "Closing" shall then occur within 10 business days after the Council meeting where the claim is approved.

4. FTE Credit:

The Applicant may earn Job Credits (as provided below) against the Note. In connection with the calculation of the Job Credits:

a. The "Effective Date" of this Agreement for Job Credit calculation purposes shall be January 1, 2020 (the "Effective Date").

b. The term of this Agreement for Job Credit calculation purposes shall begin on the Effective Date and shall continue for 10 years from the Effective Date (the "Term").

c. A "Year" shall mean the 12-month period ending as of the day prior to each annual anniversary of the Effective Date.

5. Employee Definitions:

a. "Full Time Employee" shall mean a bona fide employee of the Applicant who (1) is classified by the Applicant as full time; and (2) subject to normal and reasonable waiting periods, is eligible for the employer's normal fringe benefit package. The normal fringe benefit package must, at the least, include a health insurance plan which provides for employee coverage

substantially paid for by the Applicant.

b. “Eligible Full Time Employee” shall mean a Full Time Employee who: (1) primarily works in Scotts Bluff County, and (2) resides within 60 miles of the corporate limits of the City; provided, however, any Full Time Employee who does not reside within 60 miles of the corporate limits of the City at the time that the Full Time Employee is hired by the Applicant, shall nevertheless be considered an Eligible Full Time Employee if the Full Time Employee moves to a residence within the required geographic area within 6 months of the hiring of the Eligible Full Time Employee.

c. “Full Time Equivalent” Employees (the “FTE’s”) shall be the total of (i) the number of Eligible Full Time Employees which are paid based on a salary, plus (ii) with respect to hourly Eligible Full Time Employees, the number arrived at by dividing the total hours paid by the Applicant to its hourly Eligible Full Time Employees during a Year divided by 2080 hours, and then rounded down to the nearest tenth; provided, however, the maximum hours paid that can be counted for any one hourly Eligible Full Time Employee shall not exceed 2080 hours.

6. Job Credits:

“Job Credits” shall be calculated as follows:

a. The Applicant shall receive an “Annual Job Credit” during the Term equal to the FTE’s multiplied by \$2,000.

b. The amount of the Annual Job Credit may not exceed \$20,000 per Year (the “Maximum Annual Credit”). It is anticipated that the Applicant will earn \$14,000 per Year in Annual Job Credits.

c. In the event that the Applicant earns credits in excess of the Maximum Annual Credit in any one Year, the excess credits may be carried back to one or more prior Years where the Maximum Annual Credit was not earned, as long as the Maximum Annual Credit is not exceeded for any one Year. Excess credits may not be carried forward.

d. At the end of each Year, the Annual Job Credits earned will be applied to the amounts owed under the Note, and any increase or decrease from \$14,000 per Year shall be accounted for at the end of the Note payment schedule. It is anticipated that the Applicant will earn \$14,000 per Year in Annual Job Credits, and the amortization schedule of the Note is determined accordingly.

7. Representations and Warranties of the Applicant:

The Applicant represents and warrants the following, all of which shall survive the Closing:

a. The Applicant is a limited liability company organized, existing, and in good

standing under the laws of Nebraska. The Applicant has full power and authority to enter into this Agreement and carry out the transactions contemplated by this Agreement. The Applicant's execution, delivery and performance of this Agreement have been authorized by all necessary action on the part of the Applicant. This Agreement, and each agreement and instrument delivered by the Applicant pursuant to it, is the legal and binding obligation of the Applicant, enforceable against the Applicant in accordance with its terms.

b. No representation or warranty made by the Applicant in this Agreement contains or will contain any untrue statement of any material fact, or omits or will fail to state any material fact known to the Applicant that are required to make the statements not misleading.

c. The execution and performance of this Agreement will not violate any provision of law, or conflict with or result in any breach of any of the terms or conditions of, or constitute a default under any indenture, mortgage, agreement or other instrument to which the Applicant is a party or by which they are bound.

d. All representations and warranties made by the Applicant shall survive the Closing.

8. Representations and Warranties of the City:

The City represents and warrants the following, all of which shall survive the Closing:

a. The City is a municipal corporation organized and existing under the laws of Nebraska, and has full power and authority to enter into this Agreement and carry out the transactions contemplated by this Agreement. The City's execution, delivery, and performance of this Agreement has been authorized by all necessary action on the part of the City. This Agreement, and each agreement and instrument delivered by the City pursuant to it, is the legal and binding obligation of the City, enforceable against the City in accordance with its terms.

b. No representation or warranty made by the City in this Agreement contains or will contain any untrue statement of any material fact, or omits or will fail to state any material fact known to the City that is required to make the statements not misleading.

9. Certification of the Applicant:

The Applicant certifies to the City that it has not filed nor does it intend to file an application with the Department of Revenue to receive tax incentives under the Nebraska Advantage Act for the Business. In the event that the Application files such an application, it shall advise the City in writing, and the City shall have the option to review the status of the Assistance, to include determining that the balance of the Note is due and payable if the Applicant is awarded incentives under the Nebraska Advantage Act.

10. Conditions to Closing:

The City's obligation to proceed with the Closing is subject to the Applicant's fulfillment

of each of the following conditions at or prior to the Closing:

- a. All representations and warranties of the Applicant shall be true as of the Closing.
- b. The Applicant shall have delivered to the City:
 - (1) Evidence of Good Standing of the Applicant from the Nebraska Secretary of State;
 - (2) A copy of the current and correct Certificate of Organization and Operating Agreement of the Applicant certified by the members (the “Members”) to be correct;
 - (3) Certified resolutions of the Members authorizing this Agreement and providing for signature authority.
- c. In order to secure the Loan and the Repayment, the Applicant shall have delivered to the City the following”
 - (1) A guaranty (the “Guaranty”) of the Members of the Applicant and McKinney Solutions, LLC. The Guaranty shall be in the form of the attached “Exhibit B”.
 - (2) The Assistance shall be secured by a Deed of Trust (the “Deed of Trust”) covering the Real Estate of the Business, to be executed by the Members of the Applicant as husband and wife. The Deed of Trust shall be in the form of the attached “Exhibit C”. The Deed of Trust shall be second in priority to liens held by Platte Valley Bank.
 - (3) A Security Agreement covering the Applicant’s equipment dated February 21, 2018, the liens of which were perfected by Uniform Commercial Code Financing Statement 9818042631-9 with the Nebraskas Secretary of State, shall secure the payment of the Note and the Applicant’s performance under this Agreement. The security interests conveyed in the Security Agreement shall be second in priority to a lien held by Platte Valley Bank.
- d. The Applicant shall in all material respects have performed its obligations, agreements, and covenants contained in this Agreement to be performed by them, on, or before the Closing.
- e. There shall have been no material adverse change in the operation or financial status of the Applicant and the Closing shall constitute the Applicant’s representations that there has been no such material adverse change.
- f. In requesting the disbursement of the Assistance, the Applicant is considered to have represented that the above conditions have been satisfied and are continuing to be satisfied.

11. Annual Reports:

If the Applicant desires to claim Job Credits, the Applicant shall annually, within 60 days of the end of each Year, provide to the Administrator a report in form and substance acceptable to the Administrator which calculates the Annual Job Credit for the Year (the "Annual Report"). The Administrator shall have the right at any time to (i) require that the Annual Reports be reviewed at the Applicant's expense by a Certified Public Accountant reasonably acceptable to the Administrator, or (ii) hire, at the Administrator's own expense, an independent Certified Public Accountant or other Practice or financial expert, to review the books and records of the Applicant pertaining to the Annual Report and any other terms and conditions as provided for in this Agreement. If after a review or audit of the Applicant's records it is discovered that the Annual Job Credit claimed on the Annual Job Credit Report exceeds 10% of the Annual Job Credit as determined by the Administrator, then the Administrator may require the Applicant to reimburse the Fund for the actual cost of the audit.

12. Default:

The Applicant shall be in default in this Agreement and the Note if any of the following happen:

- a. Failure to comply with any of the terms of this Agreement, the Note, the Deed of Trust, the Security Agreement or the Guaranty to include an assignment not permitted under this Agreement.
- b. Any warranty, representation or statement made or given to the City by the Applicant proves to have been false in any material respect when made or given.
- c. Dissolution or liquidation of any of the Applicant, the termination of existence, insolvency, business failure, appointment of a receiver, assignment for the benefit of creditors, or bankruptcy of the Applicant.
- d. The Applicant ceases to conduct the Business or moves the Business outside of Scotts Bluff County.

13. Assignability:

The Administrator may assign his interest in this Agreement to any successor administrator designated by the City Council. The Applicant may not assign or transfer its interest in this Agreement without the consent of the Administrator. Assignment shall include a transfer of ownership of the Applicant which results in the Members owning less than 51% of the ownership interests of the Applicant.

14. Confidentiality:

It is agreed that this Agreement and its terms are public record and are not confidential. However, the City agrees to take reasonable steps to insure that any financial and proprietary

information provided in connection with this Agreement by the Applicant shall remain confidential and shall not be revealed or disclosed to outside sources unless the information is public knowledge, is independently developed, or is required to be disclosed by law or legal process.

15. Notices:

Any notices or other communications between the parties shall be personally delivered, sent by certified or registered mail, return receipt requested, by Federal Express or similar service that records delivery, to the addresses set out below, or to such other address as a party may designate, from time to time, by written notice to the other. A notice shall be deemed effective upon receipt.

- a. If to the City:

City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361
Attention: City Manager

- b. If to the Applicant:

McKiney Manufacturing and Sales, LLC
1202 12th Street
Mitchell, NE 69357
Attention: Roger McKiney

16. Miscellaneous:

a. This Agreement constitutes the entire agreement of the parties with respect to its subject matter, and may only be modified by a writing signed by both of the parties.

b. The City's waiver of any one default shall not be a waiver of the same or any other default in the future. In addition, the City's failure to exercise any right given to it by this Agreement shall not be a waiver of any later exercise of that right.

c. The provisions of this Agreement are severable and if any provision is held to be invalid, the remainder of the Agreement shall remain in effect.

d. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but which together shall constitute a single instrument.

e. This Agreement shall be governed by the laws of Nebraska.

f. This Agreement shall be binding on the successors and assigns of the parties.

[Signature page to follow]

City of Scottsbluff, Nebraska

Monday, December 2, 2019

Regular Meeting

Item Reports2

Council to discuss, consider, and approve the Security Officer Agreement with Western Nebraska Community College (WNCC) and authorize the Mayor to sign the Agreement.

Staff Contact: Kevin Spencer, Police Chief

INTERLOCAL COOPERATION AGREEMENT FOR SECURITY OFFICER

The parties to this Interlocal Cooperation Agreement for Security Officer ("Agreement") are the City of Scottsbluff, Nebraska, A Municipal Corporation, hereinafter referred to as "**CITY**", and Western Nebraska Community College, hereinafter referred to as "**COLLEGE**" who agree to provide the services of a Security Officer, hereinafter referred to as "**SO**" for the **COLLEGE**.

WHEREAS, the **CITY** and **COLLEGE** share the goal of promoting safety at the **COLLEGE** and a positive **COLLEGE** environment;

WHEREAS, the **CITY** and **COLLEGE** acknowledge that crime prevention is most effective when the **CITY** and the **COLLEGE** are working together in a positive and collaborative manner;

WHEREAS, the **CITY** and **COLLEGE** have each committed funds to pay the costs of assigning two (2) **SOs** at the **COLLEGE**; and,

WHEREAS, the purpose of the **SO** Program is to have police patrol, investigation, traffic regulation, and law enforcement activities conducted specifically in the **COLLEGE** environment and on **COLLEGE** premises.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, **CITY** and **COLLEGE** agree as follows:

1. **Purpose** - The **COLLEGE** and **CITY** propose to accomplish the following with regard to having a **SO** in the **COLLEGE**:

1.1 To foster educational programs and activities that will increase students' knowledge of and respect for the law and the function of law enforcement agencies;

1.2 To create a common understanding that: (a) **COLLEGE** administrators, faculty and staff are ultimately responsible for **COLLEGE** discipline and culture; (b) **SOs** should not be involved in the enforcement of **COLLEGE** rules; and (c) a clear delineation of the roles and responsibilities of **SOs** as to student discipline, with regular review by the Parties, is essential;

1.3 To act swiftly and cooperatively when responding to major disruptions and criminal offenses at the **COLLEGE**, such as: security threats; terrorist activity; disorderly conduct; the possession and use of weapons on campus; the illegal possession, sale and/or distribution of controlled substances; and civil unrest;

1.4 To report crimes and to cooperate with law enforcement officials, and other criminal justice agencies, in their investigations that occur at the **COLLEGE** and **COLLEGE** related activities, both on and

off campus;

1.5 To encourage SOs to provide traffic control at COLLEGE when deemed necessary for the safety and protection of students and the general public when the regular patrol officer/deputy is not available; and

1.6 To promote respect for law enforcement officers, the CITY shall require the SOs to conduct themselves in a professional manner.

2. **Term and Cost Share** - CITY and COLLEGE agree to fully fund for one (1) year, beginning January 13, 2020 and ending December 31, 2020, the costs of the SO. The COLLEGE shall pay an amount equal to fifty percent (50%) and the CITY shall pay an amount equal to fifty percent (50%) of the costs, which are defined as the 9 month salary and fringe benefits including pension, FICA, disability, health & life insurance for two (2) full-time SOs working forty (40) hours per week during the school term. CITY will bill COLLEGE quarterly for COLLEGE'S share of the payments due hereunder, and COLLEGE shall pay such bills within thirty (30) days after the bills are received.

3. **Overtime** - If the COLLEGE requests or requires the SOs to work overtime, COLLEGE shall be billed the overtime worked, at the then existing salary and benefit rate. COLLEGE will be billed the overtime hours on a quarterly basis, and payment will be due from COLLEGE to CITY within thirty (30) days after receipt of said billing. The CITY shall be entitled to flex the SO's weekly hours as comp time or a flexible work schedule to avoid overtime charges, if CITY policy allows.

4. **SO Selection** - CITY will provide two (2) certified Nebraska Police Officers to act as SOs during the term of this Agreement. The CITY agrees that in accordance with the Nebraska Fair Employment Practice Act, Nebraska Revised Statute §48-1122, it will not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hire, terms, conditions, or privileges of employment because of race, color, religion, sex, disability, or national origin or similarly protected statutes of the employee or applicant. Neither of the parties shall, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances.

5. **Change in Assignment of SO** - The CITY and COLLEGE acknowledge that specific skills, experience, and expertise are important elements to the success of this Agreement. In the event that the current SOs are unable to perform their duties hereunder, due to illness, injury, relocation, career change or other extenuating circumstances, the CITY shall identify a successor to perform the duties set out in this Agreement, within a reasonable time frame, subject to availability of a certifiably trained SO or another officer comparably trained. The

COLLEGE'S financial obligations shall cease until a suitable replacement is selected and assigned. Training of a successor **SO** shall be the responsibility of **CITY**.

6. **Evaluations** - The **CITY** and **COLLEGE** shall enter into good-faith discussions to evaluate the **SOs** on a regular basis. The evaluation is to ensure that the **SOs** are meeting the requirements of the **COLLEGE** and the **CITY**. The **CITY** and **COLLEGE** shall coordinate efforts to conduct evaluations on employee's appraisal as established by **CITY** policy.

7. **Agreement Renewal** - This Agreement shall renew automatically for each successive contract year unless it is determined, after good-faith evaluations have been performed, that the **SOs** are not satisfactorily meeting the requirements of the Agreement. Any intention to not renew the Agreement must be mutually agreed upon by the **CITY** and **COLLEGE** no later than October 1 of a calendar year.

8. **Supplies and Equipment** - The **CITY** shall provide the **SOs** with standard police patrol vehicles and will maintain the vehicles, including all expenses associated with the operation of the vehicle and insurance. The **CITY** shall also provide the **SO** with uniforms, equipment, weapons, cellular phone and other law enforcement related items to conduct the job tasks described in this Agreement and in the job description and standards provided for the **SOs** position by the **CITY**. The **COLLEGE** agrees to provide the **SOs** with the usual and customary office supplies and forms required in the performance of their duties, a private office within the **COLLEGE** accessible to the students, a computer, printer, fax machine.

9. **SO Duties** - The duties of the **SO** shall be as follows:

- 9.1 Abide by the professional rules of conduct of a certified law enforcement officer;
- 9.2 Respond to students' questions;
- 9.3 Explain the law enforcement's role in society to students;
- 9.4 Demonstrate the concern of the **CITY** for students;
- 9.5 Provide safety and security for the campus;
- 9.6 Create good will and increase the understanding of law enforcement;
- 9.7 Strengthen student and law enforcement relationships;
- 9.8 Provide a forum where law enforcement, students and faculty become acquainted and earn mutual respect;
- 9.9 Open lines of communication between public agencies and students on campus;
- 9.10 Enforce federal, state and local criminal laws and ordinances, and assist administrators with the enforcement of **COLLEGE** policies and administrative regulations as specifically agreed to by the parties;
- 9.11 Investigate and report data of all events, criminal activity

committed on or adjacent to **COLLEGE** property, and at **COLLEGE** functions;

9.12 Provide consultation to students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the **COLLEGE**;

9.13 Provide traffic control and enforcement on campus;

9.14 Provide monthly written reports to the **COLLEGE**.

10. **Roles and Responsibilities for SO Program Regarding College Discipline -**

10.1 Disciplining students for **COLLEGE**-based rule violations is the responsibility of the **COLLEGE** and **COLLEGE** administrators. Law enforcement is the responsibility of the **CITY**. The **CITY** and the **COLLEGE** shall use best efforts to follow the principles in this Interlocal Cooperation Agreement regarding the division between **COLLEGE** discipline and law enforcement.

10.2 **SOs** can provide assistance when (a) required by Nebraska State or City law; (b) when there is a threat to the safety of students, **COLLEGE** employees, visitors or public safety personnel or **COLLEGE** property; (c) to assist victims of crime, missing persons, and persons in mental health crisis; (d) in an attempt to prevent criminal activity from occurring; (e) it is required as part of emergency management response; or (f) as specifically agreed to by the parties herein.

10.3 **SO** should not act as a **COLLEGE** disciplinarian. **COLLEGE** staff should not involve **SOs** in disputes that are solely related to **COLLEGE** discipline. However, if the **COLLEGE** concludes an incident is a violation of the law, the **COLLEGE** may contact the **SOs** and the **SOs** shall then determine whether law enforcement action is appropriate.

10.4 **SOs** should not interview students or collect evidence for solely **COLLEGE** disciplinary purposes.

11. **SO Scheduling** - During the school year, the **SO** will work on all scheduled school days, Monday through Friday with adjustments as required for special school functions and activities as needed to equal 40 hours in one calendar week. Special assignments and time off will be approved by the **CITY**.

11. **SO Supervision** - The **SO** shall be an employee of the **CITY** at all times and for all purposes. The **CITY** shall be directly responsible for all employee costs, except as otherwise set forth herein. The supervision of the **SOs** shall be by the **CITY** with input from the **COLLEGE**. During any school crisis the **SO** shall immediately contact the Chief of Police.

12. **Insurance** - **CITY** shall provide all insurance for the **SOs** and the officer's activity with regard to this Agreement. This Agreement does not establish any partnership, joint venture, or any type of legal association between the parties, but is to be construed as an interlocal agreement between the parties.

13. ***Entire Agreement, Severability*** - This Agreement constitutes the entire agreement between the parties and may be amended only by a written document signed by the representatives of the legislative bodies of each of the parties. If any portion of this Agreement is deemed to be unenforceable or against public policy, it shall not affect the remaining portions of this Agreement.

14. ***Controlling Law*** - The terms of this Agreement shall be interpreted and enforced under the laws of the State of Nebraska.

15. ***Default, Remedies*** - Time is of the essence in performance of this Agreement. In the event of default by either party, the other party may pursue any right or remedy available to them at law or in equity for the enforcement and/or termination of this Agreement, and the ascertainment and collection of damages, including the right of specific performance.

16. ***Training, testing*** - The SOs will be subject to current procedures in effect for CITY employees including attendance at all mandated training and testing to maintain state peace officer certification. This training and certification takes place throughout the year and will necessitate the absence of the SOs from the COLLEGE.

17. ***Confidential Information and FERPA*** - Student "educational records" maintained by the COLLEGE are confidential information, governed and protected by the federal law known as the Family Education Rights and Privacy Act of 1974 (20 U.S.C. § 1232g), as amended, and its related regulations promulgated by the Department of Education, found at 34CFR Part 99. This Agreement shall refer to the Act and the regulations collectively as "FERPA". For purposes of this FERPA, the SO is designated as a COLLEGE official and as its law enforcement unit. The SOs are authorized by the COLLEGE to (1) enforce any local, State, or Federal law, or refer to appropriate authorities a matter for enforcement of any local, State, or Federal law against any individual or organization other than the COLLEGE itself, or (2) maintain the physical security and safety of the COLLEGE. The CITY and the SOs agree to in all respects comply with all applicable provisions of FERPA. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose, or share student record information in a manner not permitted by FERPA. The parties further acknowledge that the COLLEGE has implemented policies and guidelines which describe when and how protected student information may be obtained, shared, or otherwise disseminated and that the CITY and its agents are subject to such policies and guidelines and will comply with same. The COLLEGE shall provide a copy of these policies and guidelines to the SOs and the CITY.

18. ***Record Requests*** - The CITY and the COLLEGE are subject to the State's public record laws, found at Nebraska Revised Statute § 84-712 et seq. The parties understand that the terms of this Agreement require them to cooperate with respect to numerous records, in many formats, for purposes of fulfilling their respective

obligations. In the event either party receives a public record request seeking records or information which is or may be covered by this Agreement, the parties agree to provide notice to each other as soon as reasonably possible in order to discuss the disclosure requirements under those laws. The party receiving the request will have the ultimate decision-making authority on whether the records are disclosed, provided the other party has not elected to seek a judicial determination that such disclosure is not required.

19. ***Administration*** - The COLLEGE's President and the CITY's Chief of Police ("Administrators") shall be responsible for jointly administering the cooperative undertaking described in this Agreement. The Administrators, with the approval from the governing boards of each of the Parties, may take any action authorized, either explicitly or implicitly, by the Interlocal Cooperation Act, including any action that may be necessary to perform the duties and functions as provided in this Agreement.

20. ***Inspection of CITY's Records*** - The CITY shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the COLLEGE under this Agreement. All CITY records relating to this Agreement, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and/or reproduction, during normal working hours, by the COLLEGE's agent or its authorized representative to permit the COLLEGE to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify any and all invoices, billings, payments, and/or claims submitted by the CITY pursuant to this Agreement.

21. ***Body-Worn Cameras (BWCs)*** - All parties agree that any use of BWCs by SOs must be subject to and in compliance with federal, state, and local laws and regulations regarding their use and operation. The CITY shall use its best efforts to notify the COLLEGE at least two weeks before its SOs assigned to the COLLEGE are to begin use of BWCs, and it will provide written information to the COLLEGE. Every SO equipped with a BWC shall be trained in the operation of the equipment prior to its use. To maximize the effectiveness of the BWC and the integrity of the video documentation, SOs shall adhere to the objectives and procedures outlined in this Agreement and the CITY's general operations orders or similar policies or procedures when they utilize BWCs. The CITY may, if not otherwise prohibited by law, provide to the COLLEGE copies of any such filming of students, parents, employees, or others upon COLLEGE property, upon request for such copies by the COLLEGE, as a law enforcement record. In the event that the CITY receives advice that providing a copy of such videos is prohibited, the CITY agrees to utilize its best efforts to facilitate the availability of its officer(s) that made the video to testify, upon request by the COLLEGE, in any disciplinary hearing concerning his/her/their knowledge of the facts and circumstances of the videoed incident. Any such film or video taken by, and kept in the possession of

CITY's SOs may be considered law enforcement records under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. sec. 1232g and 34 C.F.R. Sec. 99.8. Any copy of such film or video, if permitted by law to be provided to the COLLEGE, may become an educational record of the COLLEGE. The SO's shall at all times recognize and comply with the confidentiality of student and education records and may only seek such records in accordance with the requirements of COLLEGE policy and state and federal law.

22. ***No Separate Legal Entity*** - This Agreement does not establish a separate legal or joint entity.

23. ***Manner of Acquiring, Holding, and Disposing of Real and Personal Property*** - The Parties' will not be jointly acquiring, holding, or disposing of real property under this Agreement. In no event shall the Administrators have the authority to acquire real property on behalf of the Parties. The Administrators shall have the authority to acquire and hold any personal property that is needed or required for the implementation of any purpose of this Agreement. The title to all such personal property shall be held in the name of the acquiring party for the benefit of all Parties. The Parties shall have the authority to dispose of such personal property, provided that (a) any such disposal shall comply with state law, and (b) any funds raised from such sale shall be shared by the parties in proportion to their contribution made to obtain the property.

24. ***Financing and Budgeting*** - This Agreement and the matters contemplated herein do not require joint financing, nor shall a joint budget be required. Each party will budget separately to pay the costs and expenses that are incurred to fulfill its obligations under this Agreement. For planning and budgeting purposes, the CITY shall provide to the COLLEGE the estimated cost of the SO no later than October 15th of each year. The CITY will confirm to the COLLEGE the actual cost of the SO for the following COLLEGE year prior to July 1st.

25. ***Expenses*** - Except as otherwise provided herein, each party shall be responsible for its own expenses related to this Agreement.

26. ***Taxes*** - This Agreement does not grant the Parties any authority to levy, collect, or account for any tax authorized under Nebraska Revised Statutes sections 13-318 through 13-326 or 13- 2813 through 2816.

27. ***Employment Eligibility Verification*** - The Parties shall use a federal immigration verification system to determine the work eligibility status of employees and who are physically performing services within the State of Nebraska. If a party employs or contracts with any subcontractor in connection with this Agreement, the contracting party shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

28. ***Termination*** - Either party may terminate this Agreement for any or no reason and at any time by giving the other party at least ninety (90) days prior written notice of the same. Provided, the written notice must be delivered to the other party prior to October 1 of a calendar year. Any joint funds or property in possession of the Parties as a result of this Agreement shall be divided and distributed to the party that contributed it or funded its purchases.

29. ***Appropriation of Funds*** - The Parties' obligations under this Agreement are expressly subject to the appropriation of funds by the **COLLEGE's** Board of Governors and the **CITY's** City Council. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the obligations under this Agreement, the Parties may terminate this Agreement.

[SIGNATURE PAGE WILL FOLLOW]

This Agreement was signed by each party on the date shown in the following acknowledgments.

CITY OF SCOTTSBLUFF, NEBRASKA
A Municipal Corporation,

**WESTERN NEBRASKA COMMUNITY
COLLEGE,**

By _____
Raymond Gonzales, Mayor
City of Scottsbluff, Nebraska

By _____

City of Scottsbluff, Nebraska

Monday, December 2, 2019

Regular Meeting

Item Reports3

Council to discuss and consider action on the Agreement with Copier Connection for the Library and authorize the Mayor to execute the Agreement.

Staff Contact: Nathan Johnson, City Manager

COPIER CONNECTION INC.

1912 Broadway
Scottsbluff Nebraska 69361

COPIER FULL SERVICE CONTRACT TONER INCLUSIVE

Purchased By: Scottsbluff Public Library
1809 3rd Avenue
Scottsbluff NE 69361

This contract will be for one year.

Contract purchased date: March 7, 2019

One each copier model Canon IR2525

Beginning meter reading

54,472

Copier Connection Inc. will perform all required maintenance on the copier described above as required through normal and customary usage of said copier including the following:

All service checks, replacement of damaged or worn parts, including the photosensitive drum, and all intervening service calls. Included under the terms of the contract are all charges for service labor. Service is to be performed between the hours of 8:00 A.M. and 5:00 P.M.

Monday through Friday, excluding holidays.

This contract shall be limited to parts, labor and toner as a result of customary and normal use of said copier. Specifically excluded from coverage under this agreement are the following:

Damage to the said copier due to negligence, accidents or misuse by purchaser, its employees or its agents, damage as a result of any crime or vandalism, damage due to the effects of fire, damage as a result of natural forces, and damage caused from the use of toner and paper that does not meet Canon specifications. Purchaser is responsible for providing adequate space and electrical wiring for the machine.

This contract does include Black toner.

This contract may be terminated by either party with 30 days prior written notice. The charges for this contract are as follows:

\$240.00 per year plus \$.018 per copy over 14,000 copies per year for black copies.

Signed and agreed this _____ Day of _____, 2019.

Title _____

Purchaser Firm Name

Copier Connection Inc.

Please return signed contract.

City of Scottsbluff, Nebraska

Monday, December 2, 2019

Regular Meeting

Item Reports4

Council to receive, discuss, and consider action on the Council Appointed Committee's Report on Zoo contract negotiations.

Staff Contact: Nathan Johnson, City Manager