

**CITY OF SCOTTSSLUFF**  
**Scottsbluff City Hall Council Chambers**  
**2525 Circle Drive, Scottsbluff, NE 69361**  
**CITY COUNCIL AGENDA**

**Regular Meeting**  
**July 6, 2020**  
**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. Scottsbluff Youth Council
  - a) (informational only):
8. 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 June 15, 2020 Regular Meeting.
  - b) Approve the absence of Council Member Schaub from the June 15, 2020 Regular Meeting.
9. Claims
  - a) Council to consider and take action on claims of the City.
10. Financial Report
  - a) Council to receive the May 2020 Financial Report.
11. Petitions, Communications, Public Input:
  - a) Council to receive an update on the Platte Alliance Water Supply (PAWS) Level 2 Study including the next steps to move forward.
  - b) Council to discuss and consider action on a Community Festival Permit to include food vendors and noise permit for the Downtown Scottsbluff Association's "Sidewalk Sales" on Broadway from 14th St. to 20th St. on July

16, 17, & 18, 2020 from 7:00 a.m. to 7:00 p.m.

- c) Council to discuss and consider action on five Special Designated Liquor Licenses for BDS3C, LLC dba Flyover Brewing Company to serve beer at the Bands on Broadway Summer Series at the Downtown Plaza on July 16th, 23rd, 30th, August 6th and 13th, 2020; 5:00-10:00 p.m.
  - d) Council to discuss and consider action on the request to issue a special arts-related wine permit for the West Nebraska Arts Center, 106 East 18th Street and Special Designated Liquor License for an art exhibit reception on August 6, 2020; 4:00-8:00 p.m.
12. Resolution & Ordinances:
- a) Council to discuss and consider action on the revised Tax Increment Financing Guidelines and Application and approve the Resolution.
  - b) Council to discuss and consider action on the Construction Engineering Agreement between the City of Scottsbluff and M.C. Schaff & Associates for the Scottsbluff Monument Pathway North Project; approve the Mayor to execute the Agreement and approve the Resolution.
13. Reports from Staff, Boards & Commissions:
- a) City Council to discuss and consider ratifying and approving all actions taken during City Council meetings held by telephone conference pursuant to Governor Rickett's Executive Orders No. 20-03 and No. 20-24.
  - b) Council to discuss and consider action on approving the cost proposal for a recodification of the Scottsbluff Municipal Code and authorize the Mayor to sign the proposal.
  - 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 discuss and consider action on the East Overland Façade Improvement Grant Program.
  - e) Council to receive an update and results of the spring cleanup.
  - f) Council to discuss various project preferences and initiatives.
14. 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.
15. Adjournment.

# **City of Scottsbluff, Nebraska**

**Monday, July 6, 2020**

**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 of Scottsbluff, Nebraska**

**Monday, July 6, 2020**

**Regular Meeting**

**Item SBYC1**

**(informational only):**

**Staff Contact:**



# **City of Scottsbluff, Nebraska**

**Monday, July 6, 2020**

**Regular Meeting**

## **Item Consent1**

**Approve the minutes of the June 15, 2020 Regular Meeting.**

**Staff Contact: Kim Wright, City Clerk**

The Scottsbluff City Council met in a regular meeting on June 15, 2020 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 June 12, 2020, 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 and that anyone attending was encouraged to wear a mask and to respect social distance guidelines. It also stated 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 June 12, 2020. 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 and 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, Jeanne McKerrigan, Scott Shaver, and Nathan Green. Also present were City Attorney Kent Hadenfeldt and Interim City Manager Rick Kuckkahn. Absent: Terry Schaub. 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.

Council Member Shaver asked that items 8c, Council to approve the appointment of Matt Huck as a member of the Liquor License Investigatory Board; 8d, Council to approve the appointment of Andrea Margheim as a member of the Liquor License Investigatory Board; and 8e, Council to approve the bid specifications for the Police Tow Service three year contract and authorize the city clerk to advertise for bids to be received until July 15, 2020 at 11:00 a.m. be removed from the consent calendar and restored to the agenda for more discussion.

Moved by Council Member McKerrigan, seconded by Council Member Green that,

- a) The minutes of the June 1, 2020 Regular Meeting be approved,
- b) The June 29, 2020 Regular Council Meeting be canceled as two regular meetings will have already been held in the month of June. "YEAS," McKerrigan, Shaver, Green, and Gonzales, "NAYS," None. Absent: Schaub.

Regarding consent item 8c, approving Matt Huck as a member of the Liquor License Investigatory Board, Council Member Shaver asked who he is and why is he qualified. Police Chief Kevin Spencer explained he is one of the vice principals at the high school; we needed someone to fill the position after the resignation of former Principal Mike Halley. Council Member Shaver made the motion, seconded by Council Member Green to approve the appointment of Matt Huck as a member of the Liquor License Investigatory Board, "YEAS," Green, Shaver, Gonzales, and McKerrigan. "NAYS," None. Absent: Schaub.

Regarding consent item 8d, approving Andrea Margheim as a member of the Liquor License Investigatory Board, Police Chief Spencer explained she is one of the co-owners and liquor license manager of Flyover Brewery. She will represent retail and will replace the vacant position held by Bob Scripter. Council Member Shaver asked if it is typical to have someone on the Board who has a stake to gain from it. Police Chief Spencer stated she will not weigh in on any issue that affects Flyover's liquor license; she is on the committee to be the industries voice representing retail. Council Member

McKerrigan made the motion, seconded by Council Member Green to approve the appointment of Andrea Margheim as a member of the Liquor License Investigatory Board, "YEAS," Gonzales, McKerrigan, and Green. "NAYS," Shaver. Absent: Schaub.

Regarding consent item 8e, approving the bid specifications for the Police Tow Service three year contract, Council Member Shaver commented he felt we had done this fairly recently and asked how it compared to what we did previously. Police Chief Spencer stated this was done a little over a year ago and there was not a bid; since then a rotation system was put in place and there has been quite a bit of disparity in charging. This is to help keep costs down for everybody. Council Member Shaver moved, seconded by Council Member McKerrigan to approve the bid specifications for the Police Tow Service three year contract and authorize the city clerk to advertise for bids to be received until July 15, 2020 at 11:00 a.m., "YEAS," McKerrigan, Gonzales, Green, and Shaver. "NAYS," None. Absent: Schaub.

Moved by Council Member McKerrigan, seconded by Council Member Green, that the following claims, be approved and paid as provided by law out of the respective funds designated in the list of claims dated June 15, 2020, as on file with the City Clerk and submitted to the City Council, "YEAS," Gonzales, Green, McKerrigan, and Shaver. "NAYS," None. Absent: Schaub.

#### CLAIMS

3M COMPANY,SUPP - PAVEMENT MARKING TAPE & ARROWS,6140.36; ACTION COMMUNICATIONS INC.,INTERNET 6/1/20 - 6/30/20,110; ADVANCE AUTO PARTS,TRANS #404-AIRFILTER,55.55;ALLOCOMMUNICATIONS,LLC,LOCALTELEPHONE CHARGES,4045.82; AL'S TOWING,PD TOWING,85; ASSURITY LIFE INSURANCE CO,LIFE INS,32.95; B & H INVESTMENTS, INC,SALT UNIT RENTAL,39; BENZEL PEST CONTROL,BLDG MAINT REC,182; BLUFFS FACILITY SOLUTIONS,JAN. SUP.,870.89; CAPITAL BUSINESS SYSTEMS INC.,EQUIP MAINT,148.03; CARR- TRUMBULL LUMBER CO, INC.,SUPP - LUMBER,40.6; CELLCO PARTNERSHIP,CELL PHONES,342.69; CITIBANK, N.A.,PLYWOOD AND STUDS FOR WORKBENCH,446.91; CITY OF GERING,GARBAGE TIPPING FEES APRIL/MAY 2020,89337.88; COMPUTER CONNECTION INC,PD CONTRACT,44; CONTRACTORS MATERIALS INC.,SUPP - OIL, MARKERS,119.85; CORE & MAIN LP,EQUIPMENT,18990; CREDIT BUREAU OF COUNCIL BLUFFS,FEE - MAY 2020,50; CREDIT MANAGEMENT SERVICES INC.,WAGE ATTACHMENT,132.76; CYNTHIA GREEN,DEPT SUPP ADM,36.83; DALE'S TIRE & RETREADING, INC.,NEW TIRES FOR UNIT #815,1258.16; DEINES IRRIGATION, INC,GROUND MAINT PARK,333.25; F. H. SCHAFER ELEVATOR, INC,DEPT SUP,100; FEDERAL EXPRESS CORPORATION,POSTAGE,102.06; FIREFOX RESCUE EQUIPMENT, INC,WINDSHIELD AND ARROWSTICKLIGHT-ENGINE1,771.87;FLOYD'STRUCKCENTERSCOTTSBLUFF,DIAGNOSTICS ENGINE 1 TURBO,930.26; FRANCISCO'S BUMPER TO BUMPER INC,PD TOWING,220; GALE/CENGAGE LEARNING,SBSCRIP.,1094; GARCIA R MARIO,LICENSE & PERMITS,59.5; GRAYTELEVISIONGROUPINC,CONTRACTUALSVC,1595;HAWKINS,INC.,CHEMICALS,1977.75; HDSUPPLYFACILITIESMAINTENANCELTD,DEPTSUP,126.34;HEIMBOUCHROYCE,TREEREBA TE,124.98;HICKOXKEVIN,NEWWORKBOOTS,150; HULLINGER GLASS & LOCKS INC.,BLDG. MAIN.,75; HYDRONIC WATER MANAGEMENT,BLDG.MAIN.,425;IDEAL LAUNDRY AND CLEANERS, INC.,PD UNI/CLOTHES,731.78; INDEPENDENT PLUMBING AND HEATING, INC,GROUND MAINT PARK,1080.59; INFINITY CONSTRUCTION, INC.,STRUCTURE,143821.57; INGRAMLIBRARYSERVICESINC,BKS.,19.14;INTERNALREVENUESERVICE,WITHHOLDINGS, 61491.39; INTERNATIONAL CODE COUNCIL, INC.,DEPT MATERIALS,33.45; INTRALINKS, INC,CONTRACT SERVICES - MAY 2020,1338.75; INVENTIVE WIRELESS OF NE, LLC,INTERNET CAMPGROUND,35.9; KANZLER MIKE,CDL RENEWAL,60.9; KNOW HOW

LLC,PARKS #320- FUEL PUMP,575.95; LEE BHM CORP,PUBLISHING,3148.43; LEXISNEXIS RISK DATA MANAGEMENT,PD CONSULTING,100;M.C. SCHAFF & ASSOCIATES, INC,PROFESSIONAL SERVICES - MAY 2020,10839.3;MADISON NATIONAL LIFE,INSURANCE,2428.11; MATHESON TRI-GAS INC,RENT MACHINES,66.18; MENARDS, INC,DEPT SUP,286.11; MIDWEST CONNECT, LLC,PROCESS UTILITY BILLING,2312.94; MUNIMETRIX SYSTEMS CORP,IMAGESILO - MAY 2020,39.99; NE CHILD SUPPORT PAYMENTCENTER,NECHILDSUPPORTPYBLE,916.6;NEDEPTOFREVENUE,WITHHOLDINGS,1 9963.95;NEBRASKA CLERK INSTITUTE,6-16-20 VIRTUAL CLASS - KIM WRIGHT,50; NEBRASKA INTERACTIVE, LLC,DRIVERS LIC REQ. - MAY 2020,21; NEBRASKA MACHINERYCO,EQUIPMAINT,611;NEBRASKAPUBLICPOWER DISTRICT,ELECTRIC,39437.98; NEBRASKA RURAL RADIO ASSOCIATION,CONTRACTUAL SVC,332.5; NETWORKFLEET, INC,GPSSERVICE,309.65;NORTHWESTPIPEFITTINGS,INC.OFSCOTTSBLUFF,GROUNDMAINT PARK,83.02;ONECALLCONCEPTS,INC,CONTRACTUAL,236.56; PANHANDLECOOPERATIVE ASSOCIATION,FLEET FUEL MAY 2020,11866.5; PANHANDLE ENVIRONMENTAL SERVICES INC,CONTRACTUAL SVC,277;PAUL REED CONSTRUCTION & SUPPLY, INC,DEPT SUPP CEM,120; PIERCE, GERALD,RE-IMBURSEMENT FOR CDL LICENSE,57.5; PLATTE VALLEY BANK,HEALTH SAVINGS ACCT,10489.5; PRIME METAL PRODUCTS INC,ECONOMIC DEV. ASSISTANCE AGREEMENT,1500000; QUILL CORPORATION,PD DEPT SUPP,499.28; REGIONAL CARE INC,CLAIMS,5050.02; REGIONAL WEST MEDICAL CENTER,MEDICAL BAG SUPPLIES - TOWER 1,52.9; RODNEY HORST,NEW WORK BOOTS,99.99; RODRIGUEZ JOSE R,PD TOWING,75; ROTHERHAM, DAVID,LICENSE & PERMITS,545; S M E C,EMPLOYEE DEDUCTION,130.5; SANDBERG IMPLEMENT, INC,EQUIP MAINT,1133.48; SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,300; SCOTTSBLUFF POLICE OFFICERS ASSOCIATION,POLICE EE DUES,1092; SIMMONS OLSEN LAW FIRM, P.C.,CONTRACTUAL SERV,12882.79; STATE HEALTH LAB,SAMPLES,272; STEVE SCHANAMAN,LICENSE & PERMITS,305; SUBWAY 6906,LUNCH - CIVIL SERVICE - PATROL TESTING,82.21; SUNSET LAW ENFORCEMENT, LTD,PD FIREARMS,3788.96; THOMPSON GLASS, INC,INSTALLATION OF ENGINE 1 WINDSHIELD,50;TOYOTA MOTOR CREDIT CORPORATION,PD HIDTA TOYOTA,343.53; TYLER TECHNOLOGIES, INC,LICENSE FEE - SIGNATURE (RAYMOND GONZALES),138;UNDERWRITERSLABORATORIESINC,GROUNDLADDERANDAERIALLADD ERTESTING,2700.55;UNIONBANK&TRUST,RETIREMENT,32576.94;UNITEDSTATESWELDING, 5 YEAR LEASE FOR OXYGEN & ACET BOTTLES,1045; VAN DIEST SUPPLY COMPANY,MOSQUITO BRIQUETS,2257.2 WALTER WADE,LICENSE & PERMITS,230; WESTERN COOPERATIVE COMPANY,DEPT SUPP PARK,1754.78; WESTERN PATHOLOGY CONSULTANTS, INC,RANDOM DOT TESTING,203.75; WESTERN TRAVEL TERMINAL, LLC,PD VEH MAINT,411; WRIGHT WESLEY,LICENSE & PERMITS,174.5; WYOMING CHILD SUPPORT ENFORCEMENT,CHILD SUPPORT,738.08; YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE,YMCA,765;ZAMARRIPA, CHRIS,RE-IMBURSEMENT FOR CDL LICENSE,58.1; REFUNDS; THOMAS MCCLURE, 8.77.

Mr. Doug Ferreyra, with Wal-Mart #867 was present to answer questions regarding the application to name him as the Liquor License Manager of Wal-Mart Inc., dba Wal-Mart #867. Mr. Ferreyra explained last year he was in attendance to represent the gentleman who was supposed to be named the manager, as the company wanted to have one responsible person in charge of the liquor licenses for the state. He went on to add it did not work out because several municipalities expressed dissatisfaction with one person representing the entire state, including the City of Scottsbluff; hence that

is why he is in attendance tonight to be named the liquor license manager of Scottsbluff Wal-Mart. Council Member Shaver made a motion, seconded by Council Member Green to send a positive recommendation to the Nebraska Liquor Control Commission naming Doug Ferreyra as the Liquor License Manager of Wal-Mart Inc., dba Wal-Mart #867, 3322 Avenue I, Scottsbluff, "YEAS," McKerrigan, Shaver, Green, and Gonzales. "NAYS," None. Absent: Schaub.

Ms. Starr Lehl, Economic Development Director, approached Council regarding a Community Festival Permit for the Bands on Broadway Summer Series to be held on July 2<sup>nd</sup>, 9<sup>th</sup>, 16<sup>th</sup>, 23<sup>rd</sup>, 30<sup>th</sup>, August, 6<sup>th</sup> and 13<sup>th</sup>. The Permit also includes vendors, street closure and noise permit. Ms. Lehl explained the event was very popular last year and they are excited to be able to have it again this year. She addressed the Directed Health Measures by the Governor for COVID-19, by explaining they can have up to 750 people at the event and last year people were already distancing themselves on the grass while listening to the music, so social distancing should not be a problem. In addition, the food vendors will have markers on the ground, six feet apart, to adhere to guidelines. She also added the committee will fill out the form to Panhandle Public Health District, if necessary. Regarding the street closing, she clarified the request will only be for the first event on July 2<sup>nd</sup> for a kiddie parade. Council Member Shaver asked about alcohol. Ms. Lehl stated Flyover Brewery will apply for the Special Designated Liquor Licenses at a later date. Council Member McKerrigan made the motion, seconded by Council Member Green to approve the Community Festival Permit for the Downtown Scottsbluff Association at the 18<sup>th</sup> Street Plaza, including vendors, street closure and noise permit for the Bands on Broadway Summer Series to be held on July 2<sup>nd</sup>, 9<sup>th</sup>, 16<sup>th</sup>, 23<sup>rd</sup>, 30<sup>th</sup>, August 6<sup>th</sup> & 13<sup>th</sup>; 6:00-9:00 p.m., "YEAS," McKerrigan, Shaver, Green, and Gonzales. "NAYS," None. Absent: Schaub. Mayor Gonzales asked Ms. Lehl to update the Council on the event as things get going.

Regarding approving the Preliminary Plat of Lots 1 & 2, Webber Manor Fourth Addition, City of Scottsbluff, NE, Mr. Jack Baker with Baker and Associates came forward and explained this is a section of land north of the former Albertson's building that is currently unplatted; the parties involved with this would like to subdivide it into different parcels to potentially sell part of the land. Council Member Shaver commented that it was zoned C-2 and C-3 and C-3 would not be consistent with that area completely, stating if this is going to be done, why not rezone it to C-2 currently. Mr. Baker answered right now they are not looking to rezone, it is a separate process altogether; the first step is to get the plat filed. Mayor Gonzales made the motion, seconded by Council Member McKerrigan to approve the Preliminary Plat of Lots 1 & 2, Webber Manor Fourth Addition to the City of Scottsbluff, NE, "YEAS," Green, Gonzales, and McKerrigan. "NAYS," Shaver. Absent: Schaub.

Council introduced the Ordinance adopting the International Fire Code 2018 Edition which was read by title on third reading: **AN ORDINANCE DEALING WITH THE SCOTTSBLUFF FIRE CODE, ADOPTING PROVISIONS OF THE INTERNATIONAL FIRE CODE 2018 EDITION, WITH EXCLUDED PORTIONS; AMENDING CURRENT CHAPTERS, ARTICLES AND SECTIONS OF THE SCOTTSBLUFF MUNICIPAL CODE BY REPEALING OR REVISING CHAPTER 8, ARTICLES 1, 2, AND 3; CHAPTER 4, ARTICLE 1 AND CHAPTER 23, ARTICLES 2 AND 3; REPEALING PRIOR PROVISIONS OF THE SCOTTSBLUFF MUNICIPAL CODE, PROVIDING FOR PUBLICATION IN PAMPHLET FORM AND PROVIDING FOR AN EFFECTIVE DATE.** Council Member McKerrigan made a motion, seconded by Mayor Gonzales to adopt the Ordinance. During discussion, Council Member Green had a question about the Fire Code Official terminology. Fire Chief Schingle explained that is a change to reflect the fire code more closely; the fire code does not recognize a fire marshal, they recognize a fire code official, who could be the fire chief, fire marshal or anyone designated with those duties. He went on to add they do

have the ability to cite violations and it applies only to commercial properties, clarifying, their goal is to always get a property in compliance, very rarely do they cite someone. After discussion Mayor Gonzales asked to call the roll, “YEAS,” Gonzales and McKerrigan. “NAYS,” Shaver and Green. Absent: Schaub. The Ordinance was not adopted due to lack of a majority vote.

City Manager Kuckkahn presented to Council the Region 22 Management Agency Interlocal Agreement, Fee Schedule and Resolution. Mr. Kuckkahn explained a couple of months ago he attended a Region 22 Management Board meeting where steps were taken to move the Region 22 Management Agency to the County. Mr. Kuckkahn went on to add the Agreement will take effect July 1<sup>st</sup> which is the start of the County’s budget cycle; staff is recommending approval. Council Member Shaver asked what would change by putting it under the County. Mr. Kuckkahn answered it will relieve us of lots of cumbersome bookkeeping and accounting. It will also place the Agency in a more centralized location governmentally. Mr. Kuckkahn also mentioned there is a shared cost with all of the participants; Scottsbluff’s share is 40%. Mr. Tim Newman, Emergency Management Coordinator will move his office to the County and Fire Chief Schingle has been appointed as the liaison with Region 22. Council Member Shaver made the motion, seconded by Council Member Green to approve the Region 22 Management Agency Interlocal Agreement and Fee Schedule Addendum along with Resolution 20-06-03, “YEAS,” McKerrigan, Gonzales, Green, and Shaver. “NAYS,” None. Absent: Schaub.

CITY COUNCIL  
SCOTTSBLUFF, NEBRASKA

RESOLUTION NO. 20-06-03

**WHEREAS**, the City of Scottsbluff has the power to do all acts in relation to the concerns of the City necessary to the exercise of its corporate powers pursuant to Neb.Rev.Stat. § 16-201(4), and said corporate powers are exercised by the City Council pursuant to Neb.Rev.Stat. § 16-246

**WHEREAS**, the City of Scottsbluff has approved and adopted the Interlocal Agreement dated the 15th day of June, 2020, establishing the Region 22 Emergency Management Agency;

**BE IT RESOLVED** by the City Council of the City of Scottsbluff, Nebraska, that the following Addendum and Fee Schedule for the Region 22 Emergency Management Agency is hereby adopted:

**2020 Addendum to the Region 22 Interlocal**

Pursuant to Paragraph 12 of the Region 22 Interlocal Agreement in effect as of July 1, 2020, the following percentages are assessed to each Region 22 participating entity.

Banner County will be assessed at eight percent (8%) of the net expenses after any state or federal reimbursement. The remaining 92% shall be assessed to the remaining parties based on percentages of the total population within their county. These assessment percentages will be reevaluated every ten years upon new US Census Data.

City of Scottsbluff, Nebraska	40.8%
City of Gering, Nebraska	23.0%
City of Terrytown, Nebraska	03.3%

Scotts Bluff County, Nebraska	21.9%
City of Minatare, Nebraska	02.2%
Village of McGrew, Nebraska	00.3%
Village of Lyman, Nebraska	00.9%
Village of Henry, Nebraska	00.3%
City of Mitchell, Nebraska	04.7%
Village of Morrill, Nebraska	02.6%
Total remaining assessment	100%

Approved and adopted this 15th day of June, 2020.

CITY COUNCIL  
SCOTTSBLUFF, NEBRASKA

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Mayor

ATTEST: \_\_\_\_\_  
City Clerk

Mayor Gonzales approached Council regarding authorizing Panhandle Area Development District (PADD) to submit an application for the Owner Occupied Housing and Rehabilitation Grant, stating this came before Council last summer, the application was submitted, but we did not receive the grant funding. The State has made the funding available again and he has asked that we consider submitting the application once more. He asked that City Manager Kuckkahn be directed to find a number that works for the City, as there were 19 applications received last year. Council Member Shaver made the motion, seconded by Council Member McKerrigan to instruct City Manager Kuckkahn to work with PADD on getting the application ready to bring back to City Council to move forward with the project, "YEAS," Gonzales, Green, McKerrigan, and Shaver. "NAYS," None. Absent: Schaub.

Regarding additional funding for the Old West Balloon Fest in the amount of \$10,000.00 to provide for free parking, Mr. Kuckkahn explained he talked to Hunter Kosman, one of the organizers of the event, and he asked the City to contribute an additional \$10,000.00. Mr. Kuckkahn stated the funding would come out of the contingency in the general fund, stating Mr. Kosman is also asking Gering and the County to donate as well, but he would like to see the other entities commit before any decision is made by Council. Council Member Shaver expressed dissatisfaction, stating he has a problem with that not knowing where we are at financially and this not being an emergency. Mayor Gonzales commented the pool did not open and those funds will not be utilized. He asked if we could take the funding from that budget. After discussion, Mayor Gonzales made a motion to approve the additional funding for the Old West Balloon Fest in the amount of \$10,000.00 to provide for free parking, contingent on Mr. Kuckkahn finding a source of funding that is acceptable to Council. This was seconded by Council Member McKerrigan, "YEAS," McKerrigan, Green, and Gonzales. "NAYS," Shaver. Absent: Schaub.

Legal Counsel Hadenfeldt started discussion on the agenda item to reconsider the License and Management Agreement for 23 Club to include removing the payment of \$3,000.00 to the City of Scottsbluff. Mr. Hadenfeldt stated at the last meeting the terms of the License Agreement included a payment of 3,000.00 to the City, which was approved by Council. The amount of \$3,000.00 came from the 10 year agreement that was tabled by Council last year. This agenda item came about because 23 Club felt they should not have to pay the fee because they are giving the City money through fund raising for improvements to the complex.

Mr. Geoff Nemnich, with 23 Club, approached Council and explained they have not paid a fee to the City for four years because 23 Club had provided scoreboards for the complex, amounting to \$12,000.00. He was under the impression that 23 Club would not have to pay the fee because of the donations given for the improvements to the complex. Council Member Green commented that the City Manager is supposed to be negotiating all contracts and he thinks the City Manager is being undermined. He also stated that at a previous Council Meeting it was decided to charge all organizations to use City facilities. Council Member Shaver added his concern is there is a cost to maintain the field we as a City are responsible for and feels any facility we let anybody use should be covered by that; the fees of our employees are still happening. Council Member McKerrigan commented the park would still need to be maintained regardless who was using it.

Mr. Nemnich reminded Council that the economic impact of 23 Club is huge, an example being the Father's Day tournament this weekend; many sales tax dollars will be made. Council Member Shaver answered, stating he does not disagree there is an economic benefit or a benefit for the kids, but the \$600,000.00 donation was to cover that. He went on to add 23 Club has exclusive rights to the property, they are putting money in, but they are the only ones who can use it. Mr. Nemnich, answered, by stating if the project does not go through many of the buildings are in disrepair and will need to be fixed eventually; the City will have to flip the bill 100%. After discussion, Mayor Gonzales made a motion to reconsider the License and Management Agreement for 23 Club to include removing the payment of \$3,000.00 to the City of Scottsbluff. This was seconded by Council Member McKerrigan. "YEAS," McKerrigan, Gonzales, Green, and Shaver. "NAYS," None. Absent: Schaub.

Mayor Gonzales then asked Council if there would be a motion to approve the License and Management Agreement for 23 Club removing the \$3,000.00 payment to the City of Scottsbluff. Council Member McKerrigan made a motion to remove the \$3,000.00 payment and licensing fee to the City of Scottsbluff from the License and Management Agreement for 23 Club. This was seconded by Mayor Gonzales. "YEAS," Gonzales, McKerrigan, and Green. "NAYS," Shaver. Absent: Schaub.

Regarding outside use of City equipment, Mr. Kuckkahn started discussing by stating this was brought up at the last meeting because 23 Club uses the City's gator for the Father's Day tournament. He stated his primary concern was the insurance and if the equipment, used by someone who is not an employee, is covered under the City's liability policy. It was determined after contacting the City's insurance carrier (LARM) the equipment is covered if used by a non-employee. Council Member Shaver stated his concern is, we have coverage the City is not liable, but that does not change the fact that nobody is to use City equipment. He is confused what this item is about, unless we want to change the Ordinance where we can loan people equipment for no reason. He went on to state there is a huge liability letting citizens use City equipment for their personal use.

After discussion, Council determined that City Manager Kuckkahn can make the decision tonight, due to the tournament being this weekend, and come back with more information at the next meeting. Mr. Kuckkahn stated his decision is to let the practice continue until Council changes it. He did stress, however, no drivers under the age of 16 will be allowed on the gator. He also acknowledged this item will be addressed again at the next meeting.



Mayor Gonzales moved, seconded by Council Member McKerrigan to remove from the table approving the Mayor to execute the Contract to get a project date set for the 23 Club Improvement Project, “YEAS,” Green, Shaver, Gonzales, and McKerrigan. “NAYS,” None. Absent: Schaub.

Public Works Director Mark Bohl approached Council and explained he has been in contact with the Game and Parks Commission regarding the start date of August 11<sup>th</sup> for the 23 Club Improvement Project. He added they did not think there would be a problem with that date, but they will not release the grant of \$200,000.00 until they receive the tribal review. Mr. Bohl did inform Council, however, he has talked with Adam Reed of Paul Reed Construction and he has no problem extending the bid contract until the City receives the \$200,000.00. With that, Council Member Shaver made a motion to table approving the Mayor to execute the Contract to get a project date set for the 23 Club Improvement Project until we get the tribal review. This was seconded by Council Member Green. Mr. Kuckkahn asked about the rest of the donations and if Council wanted to wait. Council Member Shaver stated we cannot ask them to give us the money until we have a start date. Mayor Gonzales asked to call the roll “YEAS,” McKerrigan, Gonzales, Green, and Shaver. “NAYS,” None. Absent: Schaub.

Mr. Kuckkahn presented the State of Nebraska Department of Economic Development Civic & Community Center Financing Fund Assistance Award. This award is for the 23 Club Improvement Project and is in the amount of \$74,171.50. Council Member McKerrigan made the motion, seconded by Council Member Green to approve the Mayor to sign the Contract for the State of Nebraska Department of Economic Development Civic & Community Center Financing Fund Assistance Award Contract 20-03-097 for the 23 Club Improvement Project, “AYES,” Gonzales, Green, McKerrigan, and Shaver. “NAYS,” None. Absent: Schaub.

Regarding receiving an update on changing the speed limit on 27<sup>th</sup> Street, Police Chief Kevin Spencer approached Council informing them he has received another draft of the Engineer’s report on the traffic study and commented it contains a lot of good information. He added the next step is to meet with Scottsbluff School District and discuss if there is anything that needs to be changed. After that meeting a final report will be completed for Council to review.

Council Member Shaver started discussion on the agenda item of changing the guidelines for fences to be 8 feet tall in all areas instead of 6 feet, by stating the City Manager has reached out to him with the different areas referenced in code; it looks like the only places that have the 6 foot restriction in place is residential. Mr. Kuckkahn made a comment that most of your prefab fences are 6 feet, he doesn’t see any reason to have fences any taller. Mr. Shaver then stated a dog can climb a 6 foot fence, but will have a harder time with an 8 foot fence. He asked Council what their thoughts were on this subject. Mayor Gonzales questioned Police Officer safety, stating many can get over a 6 foot fence, but would have a harder time with a higher fence. After discussion, Mayor Gonzales asked Mr. Kuckkahn to reach out to fencing companies to see what their recommendation would be regarding fence height and bring the information back to the next Council meeting.

Concerning the leash law and related control of pets, Mayor Gonzales stated he asked to have this put on the agenda because seeing dogs running loose in parks and on the streets is an ongoing problem. Council Member Green asked if this brings up the conversation of having dog areas in each park, as this was a recommendation made at a prior meeting and nothing transpired out of the discussion. Council Member Shaver also asked why the signs were taken down that state dogs need to be on a leash.

During discussion, Police Chief Spencer stated animal control is a challenge. A new animal control officer was hired last August and he is doing a good job adjusting to the position. He reminded Council they receive monthly reports showing the number of leash law violations. He also stated

everyone needs to keep calling and letting them know dogs are loose. They have to be made aware when there is a problem.

After discussion, Mayor Gonzales asked to have someone from the Parks Department reach out to the dog park group to see if they would be willing to reconstitute the effort of adding more dog parks.

Mr. Kuckkahn presented to Council the amended landfill Agreement with the City of Gering. He explained this amendment to the current Contract states we will continue to pay the \$7.50 per ton, but we will be able to deposit our waste into another landfill. He added by doing this it will allow more time to seek an alternative and work toward the regional landfill. It also recognizes the new landfill will not be in place before the Gering landfill is full. He then asked Council to move to transmit the addendum to the City of Gering with some expectation of when to receive an answer. After that statement, Council Member Green moved to go into Executive Session to protect the public interest for the purpose of discussing the Gering landfill. This was seconded by Council Member Shaver. Mayor Gonzales then stated a motion has been made and seconded to go into Executive Session to protect the public interest for the purpose of discussing the landfill. He then asked for a roll call vote to go into Executive Session. "YEAS," McKerrigan, Shaver, Green, and Gonzales. "NAYS," None. Absent: Schaub. Mayor Gonzales stated the motion to go into Executive Session to protect the public interest for the purpose of discussing the landfill has been adopted. Council, City Manager Kuckkahn and City Attorney Hadenfeldt went into Executive Session at 7:52 p.m.

Council reconvened out of Executive Session at 8:11 p.m. as stated on the record. The following Council Members were present: Raymond Gonzales, Jeanne McKerrigan, Scott Shaver, and Nathan Green. Also present were City Manager Rick Kuckkahn and City Attorney Hadenfeldt. Council Member Shaver made the motion, seconded by Council Green to come out of Executive Session, "YEAS," Green, Shaver, Gonzales, and McKerrigan. "NAYS," None. Absent: Schaub. Council Member Shaver then made a motion to send the amended landfill Agreement to the City of Gering with a 30 day timeline. This was seconded by Council Member McKerrigan. "YEAS," McKerrigan, Gonzales, Green, and Shaver. "NAYS," None. Absent: Schaub.

Under Council Reports, Council Member Shaver stated he has not attended any meetings; the 911 meeting for this month has been canceled. There is, however, a PAWS meeting on June 24<sup>th</sup> to get a submission for an application for funding. Council Member McKerrigan stated Tri City Active and Senior Center have not met; RC &D scheduled a meeting but did not have a quorum. Council Member Green complimented the chip seal project and how quickly it is going.

Council Member McKerrigan moved, seconded by Council Member Green to adjourn the meeting at 8:14 p.m., "YEAS," Green, McKerrigan, Gonzales, and Shaver. "NAYS," None. Absent: Schaub.

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Mayor

Attest:

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City Clerk  
"SEAL"

# **City of Scottsbluff, Nebraska**

**Monday, July 6, 2020**

**Regular Meeting**

## **Item Consent2**

**Approve the absence of Council Member Schaub from the June 15, 2020 Regular Meeting.**

**Staff Contact: City Council**

# **City of Scottsbluff, Nebraska**

**Monday, July 6, 2020**

**Regular Meeting**

## **Item Claims1**

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

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



City of Scottsbluff, NE

# Expense Approval Report

By Vendor Name

Post Dates 06/16/2020 - 07/06/2020

Description (Payable)	Account Name	Amount
<b>Vendor: 00743 - 3M COMPANY</b>		
<b>Fund: 212 - TRANSPORTATION</b>		
ADHESIVE FOR PAVEMENT TAPE	DEPARTMENT SUPPLIES	1,311.38
<b>Fund 212 - TRANSPORTATION Total:</b>		<b>1,311.38</b>
<b>Vendor 00743 - 3M COMPANY Total:</b>		<b>1,311.38</b>
<b>Vendor: 09702 - AC ELECTRIC MOTOR SERVICE</b>		
<b>Fund: 631 - WASTEWATER</b>		
EQUIP MAINT	EQUIPMENT MAINTENANCE	343.24
<b>Fund 631 - WASTEWATER Total:</b>		<b>343.24</b>
<b>Vendor 09702 - AC ELECTRIC MOTOR SERVICE Total:</b>		<b>343.24</b>
<b>Vendor: 00393 - ACTION COMMUNICATIONS INC.</b>		
<b>Fund: 111 - GENERAL</b>		
EQUIP MAINT PARK DEPT	EQUIPMENT MAINTENANCE	103.75
EQUIP MAINT PARK DEPT	EQUIPMENT MAINTENANCE	10.45
<b>Fund 111 - GENERAL Total:</b>		<b>114.20</b>
<b>Vendor 00393 - ACTION COMMUNICATIONS INC. Total:</b>		<b>114.20</b>
<b>Vendor: 02583 - ADVANCE AUTO PARTS</b>		
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
DEF FOR FLEET	VEHICLE MAINTENANCE	358.54
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>358.54</b>
<b>Fund: 631 - WASTEWATER</b>		
EQUIP MAINT	EQUIPMENT MAINTENANCE	42.34
<b>Fund 631 - WASTEWATER Total:</b>		<b>42.34</b>
<b>Fund: 725 - CENTRAL GARAGE</b>		
POLICE #2- OIL FILTER	EQUIPMENT MAINTENANCE	3.14
POLICE #6- OIL FILTER	EQUIPMENT MAINTENANCE	3.14
PARKS #326- OIL FILTER	EQUIPMENT MAINTENANCE	3.14
WW #938- OIL AND AIR FILTER	EQUIPMENT MAINTENANCE	12.58
WASTE WATER #39- OIL AND AI...	EQUIPMENT MAINTENANCE	14.74
WATER #039- OIL AND AIR FILT...	EQUIPMENT MAINTENANCE	15.77
WASTE WATER #939- OIL AND A..	EQUIPMENT MAINTENANCE	14.74
PARKS #318- AIR FILTER	EQUIPMENT MAINTENANCE	9.44
PARKS #318- OIL FILTER	EQUIPMENT MAINTENANCE	3.14
POLICE #4- OIL FILTER	EQUIPMENT MAINTENANCE	3.14
WATER #38- OIL AND AIR FILTER	EQUIPMENT MAINTENANCE	11.96
WATER #42- OIL FILTER	EQUIPMENT MAINTENANCE	3.36
WASTER WATER #934- OIL AND...	EQUIPMENT MAINTENANCE	14.74
TRANS #450- AIR FILTER	EQUIPMENT MAINTENANCE	9.79
WASTE WATER #39- RETURNED...	EQUIPMENT MAINTENANCE	-14.74
<b>Fund 725 - CENTRAL GARAGE Total:</b>		<b>108.08</b>
<b>Vendor 02583 - ADVANCE AUTO PARTS Total:</b>		<b>508.96</b>
<b>Vendor: 06068 - AHLERS BAKING INC</b>		
<b>Fund: 111 - GENERAL</b>		
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	47.97
<b>Fund 111 - GENERAL Total:</b>		<b>47.97</b>
<b>Vendor 06068 - AHLERS BAKING INC Total:</b>		<b>47.97</b>

## Expense Approval Report

Post Dates: 06/16/2020 - 07/06/2020

Description (Payable)	Account Name	Amount
<b>Vendor: 01746 - AL'S TOWING</b>		
<b>Fund: 111 - GENERAL</b>		
TOW SERVICE-PD	CONTRACTUAL SERVICES	95.00
<b>Fund 111 - GENERAL Total:</b>		<b>95.00</b>
<b>Vendor 01746 - AL'S TOWING Total:</b>		<b>95.00</b>
<b>Vendor: 03711 - AMAZON.COM HEADQUARTERS</b>		
<b>Fund: 111 - GENERAL</b>		
Misc.	DEPARTMENT SUPPLIES	323.76
Misc.	PROGRAMMING	60.66
<b>Fund 111 - GENERAL Total:</b>		<b>384.42</b>
<b>Vendor 03711 - AMAZON.COM HEADQUARTERS Total:</b>		<b>384.42</b>
<b>Vendor: 10149 - ANAYA LYDIA</b>		
<b>Fund: 111 - GENERAL</b>		
REIMBURSEMENT - MILEAGE - ...	MISCELLANEOUS	2.30
<b>Fund 111 - GENERAL Total:</b>		<b>2.30</b>
<b>Vendor 10149 - ANAYA LYDIA Total:</b>		<b>2.30</b>
<b>Vendor: 02118 - ANITA'S GREENSCAPING INC</b>		
<b>Fund: 111 - GENERAL</b>		
Cont. srvc.	CONTRACTUAL SERVICES	255.00
<b>Fund 111 - GENERAL Total:</b>		<b>255.00</b>
<b>Vendor 02118 - ANITA'S GREENSCAPING INC Total:</b>		<b>255.00</b>
<b>Vendor: 10077 - ASCHENBRENNER ERIN</b>		
<b>Fund: 111 - GENERAL</b>		
Reimb.	DEPARTMENT SUPPLIES	21.39
<b>Fund 111 - GENERAL Total:</b>		<b>21.39</b>
<b>Vendor 10077 - ASCHENBRENNER ERIN Total:</b>		<b>21.39</b>
<b>Vendor: 00295 - B &amp; H INVESTMENTS, INC</b>		
<b>Fund: 111 - GENERAL</b>		
BLDG MAINT-PD	BUILDING MAINTENANCE	10.75
BLDG MAINT-PD	BUILDING MAINTENANCE	10.75
BLDG MAINT-PD	BUILDING MAINTENANCE	10.75
BLDG MAINT-PD	BUILDING MAINTENANCE	10.75
<b>Fund 111 - GENERAL Total:</b>		<b>43.00</b>
<b>Fund: 212 - TRANSPORTATION</b>		
SUPP - WATER	DEPARTMENT SUPPLIES	10.00
SUPP - WATER	DEPARTMENT SUPPLIES	10.00
<b>Fund 212 - TRANSPORTATION Total:</b>		<b>20.00</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
WATER DELIVERY X 5 BOTTLES	DEPARTMENT SUPPLIES	39.50
SALT UNIT RENTAL & FINANCE ...	DEPARTMENT SUPPLIES	21.00
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>60.50</b>
<b>Vendor 00295 - B &amp; H INVESTMENTS, INC Total:</b>		<b>123.50</b>
<b>Vendor: 00271 - B&amp;C STEEL CORPORATION</b>		
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
SHEETS METAL FOR DUMPSTER...	DEPARTMENT SUPPLIES	1,509.00
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>1,509.00</b>
<b>Vendor 00271 - B&amp;C STEEL CORPORATION Total:</b>		<b>1,509.00</b>
<b>Vendor: 10137 - BH MEDIA GROUP INC.</b>		
<b>Fund: 111 - GENERAL</b>		
LEGAL NOTICE	LEGAL PUBLICATIONS	10.88
LEGAL NOTICE	LEGAL PUBLICATIONS	11.40
<b>Fund 111 - GENERAL Total:</b>		<b>22.28</b>
<b>Vendor 10137 - BH MEDIA GROUP INC. Total:</b>		<b>22.28</b>

## Expense Approval Report

Post Dates: 06/16/2020 - 07/06/2020

Description (Payable)	Account Name	Amount
<b>Vendor: 09716 - BLACK HILLS GAS DISTRIBUTION LLC</b>		
<b>Fund: 111 - GENERAL</b>		
Monthly Energy Bill	HEATING FUEL	32.07
Monthly Energy Bill	HEATING FUEL	33.57
Monthly Energy Bill	HEATING FUEL	33.56
Monthly Energy Bill	HEATING FUEL	29.46
Monthly Energy Bill	HEATING FUEL	67.00
Monthly Energy Bill	HEATING FUEL	18.91
Monthly Energy Bill	HEATING FUEL	107.33
<b>Fund 111 - GENERAL Total:</b>		<b>321.90</b>
<b>Fund: 212 - TRANSPORTATION</b>		
Monthly Energy Bill	HEATING FUEL	192.76
<b>Fund 212 - TRANSPORTATION Total:</b>		<b>192.76</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
Monthly Energy Bill	HEATING FUEL	22.57
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>22.57</b>
<b>Fund: 641 - WATER</b>		
Monthly Energy Bill	HEATING FUEL	123.36
<b>Fund 641 - WATER Total:</b>		<b>123.36</b>
<b>Fund: 725 - CENTRAL GARAGE</b>		
Monthly Energy Bill	HEATING FUEL	25.86
<b>Fund 725 - CENTRAL GARAGE Total:</b>		<b>25.86</b>
<b>Vendor 09716 - BLACK HILLS GAS DISTRIBUTION LLC Total:</b>		<b>686.45</b>
<b>Vendor: 00405 - BLUFFS FACILITY SOLUTIONS</b>		
<b>Fund: 111 - GENERAL</b>		
Jan. sup.	JANITORIAL SUPPLIES	67.98
JANITORIAL SUPP PARK DEPT	JANITORIAL SUPPLIES	221.39
Jan. sup.	JANITORIAL SUPPLIES	622.96
DEPT SUPP PARK	DEPARTMENT SUPPLIES	86.36
JANITORIAL SUPP PARK	JANITORIAL SUPPLIES	105.24
JANITORIAL SUPP PARK	JANITORIAL SUPPLIES	47.69
JANITORIAL SUPP PARK	JANITORIAL SUPPLIES	140.32
<b>Fund 111 - GENERAL Total:</b>		<b>1,291.94</b>
<b>Fund: 212 - TRANSPORTATION</b>		
VIRUS SUPP - WIPES	DEPARTMENT SUPPLIES	165.24
<b>Fund 212 - TRANSPORTATION Total:</b>		<b>165.24</b>
<b>Vendor 00405 - BLUFFS FACILITY SOLUTIONS Total:</b>		<b>1,457.18</b>
<b>Vendor: 00735 - CAPITAL BUSINESS SYSTEMS INC.</b>		
<b>Fund: 111 - GENERAL</b>		
CONTRACTUAL-PD	CONTRACTUAL SERVICES	51.00
<b>Fund 111 - GENERAL Total:</b>		<b>51.00</b>
<b>Vendor 00735 - CAPITAL BUSINESS SYSTEMS INC. Total:</b>		<b>51.00</b>
<b>Vendor: 00055 - CARR- TRUMBULL LUMBER CO, INC.</b>		
<b>Fund: 111 - GENERAL</b>		
XXL TYVEK COVERALLS - COVID ...	DEPARTMENT SUPPLIES	289.80
DEPT SUPP DS	DEPARTMENT SUPPLIES	9.99
<b>Fund 111 - GENERAL Total:</b>		<b>299.79</b>
<b>Fund: 212 - TRANSPORTATION</b>		
SUPP - HEM FIR	DEPARTMENT SUPPLIES	41.14
SUPP - HEM FIR	DEPARTMENT SUPPLIES	41.14
<b>Fund 212 - TRANSPORTATION Total:</b>		<b>82.28</b>
<b>Vendor 00055 - CARR- TRUMBULL LUMBER CO, INC. Total:</b>		<b>382.07</b>
<b>Vendor: 07911 - CELLCO PARTNERSHIP</b>		
<b>Fund: 111 - GENERAL</b>		
JUNE CELL PHONE	CELLULAR PHONE	266.38
WIFI FOR MOBILE COMMAND C...PHONE & INTERNET		43.62

## Expense Approval Report

Post Dates: 06/16/2020 - 07/06/2020

Description (Payable)	Account Name	Amount
CELL PHONES-PD	PHONE & INTERNET	1,300.54
Fund 111 - GENERAL Total:		1,610.54
Vendor 07911 - CELLCO PARTNERSHIP Total:		1,610.54
Vendor: 02396 - CITIBANK N.A.		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	281.29
Fund 111 - GENERAL Total:		281.29
Fund: 212 - TRANSPORTATION		
OFFICE SUPP	DEPARTMENT SUPPLIES	18.50
SHIP PACKAGE	POSTAGE	12.58
Fund 212 - TRANSPORTATION Total:		31.08
Fund: 621 - ENVIRONMENTAL SERVICES		
TIME CLOCK - SANITATION	DEPARTMENT SUPPLIES	243.99
Fund 621 - ENVIRONMENTAL SERVICES Total:		243.99
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	34.02
Fund 631 - WASTEWATER Total:		34.02
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	34.03
Fund 641 - WATER Total:		34.03
Vendor 02396 - CITIBANK N.A. Total:		624.41
Vendor: 05859 - CITIBANK, N.A.		
Fund: 111 - GENERAL		
Dep. sup.	DEPARTMENT SUPPLIES	72.56
Fund 111 - GENERAL Total:		72.56
Vendor 05859 - CITIBANK, N.A. Total:		72.56
Vendor: 00367 - CITY OF SCB		
Fund: 111 - GENERAL		
POSTAGE-PD	POSTAGE	39.00
Fund 111 - GENERAL Total:		39.00
Vendor 00367 - CITY OF SCB Total:		39.00
Vendor: 01976 - CLARK PRINTING LLC		
Fund: 111 - GENERAL		
Pgrm.	PROGRAMMING	324.25
Fund 111 - GENERAL Total:		324.25
Fund: 212 - TRANSPORTATION		
SUPP - TIME CARDS	DEPARTMENT SUPPLIES	151.75
Fund 212 - TRANSPORTATION Total:		151.75
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	96.81
DEPT SUP	DEPARTMENT SUPPLIES	96.81
Fund 641 - WATER Total:		193.62
Vendor 01976 - CLARK PRINTING LLC Total:		669.62
Vendor: 10013 - COLE TOOL DISTRIBUTORSLLC		
Fund: 725 - CENTRAL GARAGE		
CENTRAL GARAGE- FILTER WRE...	EQUIPMENT MAINTENANCE	85.15
Fund 725 - CENTRAL GARAGE Total:		85.15
Vendor 10013 - COLE TOOL DISTRIBUTORSLLC Total:		85.15
Vendor: 03010 - COLONIAL LIFE & ACCIDENT INSURANCE COMPANY		
Fund: 713 - CASH & INVESTMENT POOL		
INSURANCE	LIFE INS EE PAYABLE	22.75
INSURANCE	DIS INC INS EE PAYABLE	25.95
Fund 713 - CASH & INVESTMENT POOL Total:		48.70
Vendor 03010 - COLONIAL LIFE & ACCIDENT INSURANCE COMPANY Total:		48.70



## Expense Approval Report

Post Dates: 06/16/2020 - 07/06/2020

Description (Payable)	Account Name	Amount
<b>Vendor: 00267 - CONTRACTORS MATERIALS INC.</b>		
<b>Fund: 111 - GENERAL</b>		
GROUND MAINT PARK DEPT	GROUNDS MAINTENANCE	49.98
		<b>Fund 111 - GENERAL Total: 49.98</b>
<b>Fund: 212 - TRANSPORTATION</b>		
SUPP - INVERTED PAINT	DEPARTMENT SUPPLIES	49.98
SUPP - SHOVELS	DEPARTMENT SUPPLIES	47.04
SUPP - SAW	DEPARTMENT SUPPLIES	17.54
GLOVES	UNIFORMS & CLOTHING	209.91
		<b>Fund 212 - TRANSPORTATION Total: 324.47</b>
<b>Vendor 00267 - CONTRACTORS MATERIALS INC. Total:</b>		<b>374.45</b>
<b>Vendor: 09824 - CORE &amp; MAIN LP</b>		
<b>Fund: 641 - WATER</b>		
METERS	METERS	4,786.71
		<b>Fund 641 - WATER Total: 4,786.71</b>
<b>Vendor 09824 - CORE &amp; MAIN LP Total:</b>		<b>4,786.71</b>
<b>Vendor: 09767 - CROELL INC</b>		
<b>Fund: 641 - WATER</b>		
DEPT SUP	DEPARTMENT SUPPLIES	237.54
		<b>Fund 641 - WATER Total: 237.54</b>
<b>Vendor 09767 - CROELL INC Total:</b>		<b>237.54</b>
<b>Vendor: 07689 - CYNTHIA GREEN</b>		
<b>Fund: 111 - GENERAL</b>		
DEPT SUPP ADM	DEPARTMENT SUPPLIES	514.33
DEPT SUPP HR	DEPARTMENT SUPPLIES	84.99
DEPT SUPP HR	DEPARTMENT SUPPLIES	14.05
DEPT SUPP ADM	DEPARTMENT SUPPLIES	23.97
DEPT SUPP ADM	DEPARTMENT SUPPLIES	12.45
DEPT SUPP ADM	DEPARTMENT SUPPLIES	-19.86
		<b>Fund 111 - GENERAL Total: 629.93</b>
<b>Vendor 07689 - CYNTHIA GREEN Total:</b>		<b>629.93</b>
<b>Vendor: 00234 - D &amp; H ELECTRONICS INC.</b>		
<b>Fund: 111 - GENERAL</b>		
GROUND MAINT PARK	GROUNDS MAINTENANCE	32.92
		<b>Fund 111 - GENERAL Total: 32.92</b>
<b>Vendor 00234 - D &amp; H ELECTRONICS INC. Total:</b>		<b>32.92</b>
<b>Vendor: 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE</b>		
<b>Fund: 111 - GENERAL</b>		
LONG DISTANCE	PHONE & INTERNET	1.37
Monthly Long Distance	PHONE & INTERNET	6.15
Monthly Long Distance	PHONE & INTERNET	3.40
Monthly Long Distance	PHONE & INTERNET	3.62
Monthly Long Distance	PHONE & INTERNET	3.63
Monthly Long Distance	PHONE & INTERNET	6.38
Monthly Long Distance	PHONE & INTERNET	48.80
Monthly Long Distance	PHONE & INTERNET	74.89
Monthly Long Distance	PHONE & INTERNET	8.41
Monthly Long Distance	PHONE & INTERNET	2.35
Monthly Long Distance	PHONE & INTERNET	2.35
		<b>Fund 111 - GENERAL Total: 161.35</b>
<b>Fund: 212 - TRANSPORTATION</b>		
Monthly Long Distance	PHONE & INTERNET	6.80
		<b>Fund 212 - TRANSPORTATION Total: 6.80</b>
<b>Fund: 213 - CEMETERY</b>		
Monthly Long Distance	PHONE & INTERNET	5.63
		<b>Fund 213 - CEMETERY Total: 5.63</b>

## Expense Approval Report

Post Dates: 06/16/2020 - 07/06/2020

Description (Payable)	Account Name	Amount
<b>Fund: 224 - ECONOMIC DEVELOPMENT</b>		
Monthly Long Distance	PHONE & INTERNET	26.96
<b>Fund 224 - ECONOMIC DEVELOPMENT Total:</b>		<b>26.96</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
Monthly Long Distance	PHONE & INTERNET	2.51
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>2.51</b>
<b>Fund: 631 - WASTEWATER</b>		
Monthly Long Distance	PHONE & INTERNET	2.95
<b>Fund 631 - WASTEWATER Total:</b>		<b>2.95</b>
<b>Fund: 641 - WATER</b>		
Monthly Long Distance	PHONE & INTERNET	2.10
<b>Fund 641 - WATER Total:</b>		<b>2.10</b>
<b>Fund: 661 - STORMWATER</b>		
Monthly Long Distance	PHONE & INTERNET	0.47
<b>Fund 661 - STORMWATER Total:</b>		<b>0.47</b>
<b>Fund: 721 - GIS SERVICES</b>		
Monthly Long Distance	PHONE & INTERNET	0.54
<b>Fund 721 - GIS SERVICES Total:</b>		<b>0.54</b>
<b>Fund: 725 - CENTRAL GARAGE</b>		
Monthly Long Distance	PHONE & INTERNET	0.83
<b>Fund 725 - CENTRAL GARAGE Total:</b>		<b>0.83</b>
<b>Vendor 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE Total:</b>		<b>210.14</b>
<b>Vendor: 09692 - DOOLEY OIL INC</b>		
<b>Fund: 725 - CENTRAL GARAGE</b>		
CENTRAL GARAGE- OIL	OIL & ANTIFREEZE	106.09
<b>Fund 725 - CENTRAL GARAGE Total:</b>		<b>106.09</b>
<b>Vendor 09692 - DOOLEY OIL INC Total:</b>		<b>106.09</b>
<b>Vendor: 03950 - ENERGY LABORATORIES, INC DEPT 6250</b>		
<b>Fund: 641 - WATER</b>		
SAMPLES	SAMPLES	135.00
<b>Fund 641 - WATER Total:</b>		<b>135.00</b>
<b>Vendor 03950 - ENERGY LABORATORIES, INC DEPT 6250 Total:</b>		<b>135.00</b>
<b>Vendor: 09927 - FARMERS STATE BANK</b>		
<b>Fund: 321 - TIF PROJECTS</b>		
TIF - ELITE HEALTH REDEV	DEBT SVC (PRINC) - TIF	40,008.61
TIF - ELITE HEALTH REDEV	DEBT SVC (INT) - TIF	54,645.38
<b>Fund 321 - TIF PROJECTS Total:</b>		<b>94,653.99</b>
<b>Vendor 09927 - FARMERS STATE BANK Total:</b>		<b>94,653.99</b>
<b>Vendor: 02460 - FASTENAL COMPANY</b>		
<b>Fund: 212 - TRANSPORTATION</b>		
VIRUS SUPP - FACE MASKS	DEPARTMENT SUPPLIES	903.00
<b>Fund 212 - TRANSPORTATION Total:</b>		<b>903.00</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
FACE MASKS- COVID19	DEPARTMENT SUPPLIES	451.50
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>451.50</b>
<b>Fund: 631 - WASTEWATER</b>		
EQUIP MAINT	EQUIPMENT MAINTENANCE	20.80
<b>Fund 631 - WASTEWATER Total:</b>		<b>20.80</b>
<b>Vendor 02460 - FASTENAL COMPANY Total:</b>		<b>1,375.30</b>
<b>Vendor: 00548 - FEDERAL EXPRESS CORPORATION</b>		
<b>Fund: 111 - GENERAL</b>		
POSTAGE	POSTAGE	24.51
<b>Fund 111 - GENERAL Total:</b>		<b>24.51</b>

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Description (Payable)	Account Name	Amount
<b>Fund: 641 - WATER</b>		
POSTAGE	POSTAGE	175.16
POSTAGE	POSTAGE	557.81
POSTAGE	POSTAGE	219.30
<b>Fund 641 - WATER Total:</b>		<b>952.27</b>
<b>Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:</b>		<b>976.78</b>
<b>Vendor: 10150 - FERGUSON LINDSEY</b>		
<b>Fund: 223 - KENO</b>		
TREE REBATE	CONTRACTUAL SERVICES	129.98
<b>Fund 223 - KENO Total:</b>		<b>129.98</b>
<b>Vendor 10150 - FERGUSON LINDSEY Total:</b>		<b>129.98</b>
<b>Vendor: 00794 - FLOYD'S TRUCK CENTER SCOTTSBLUFF</b>		
<b>Fund: 111 - GENERAL</b>		
ENGINE 1 TURBO WARRANTY ...	VEHICLE MAINTENANCE	100.00
<b>Fund 111 - GENERAL Total:</b>		<b>100.00</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
REPAIRS TO UNIT #816	VEHICLE MAINTENANCE	2,046.74
REPAIRS TO UNIT #824	VEHICLE MAINTENANCE	178.19
REPAIRS TO UNIT #824	VEHICLE MAINTENANCE	680.75
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>2,905.68</b>
<b>Fund: 725 - CENTRAL GARAGE</b>		
FIRE #E1- VENT KIT	EQUIPMENT MAINTENANCE	105.40
ES #812- AIR CARTRIDGE KIT	EQUIPMENT MAINTENANCE	23.89
TRANS #444- TURN SIGNAL SWI...	EQUIPMENT MAINTENANCE	88.47
TRANS #444- FILTERS	EQUIPMENT MAINTENANCE	58.33
ES #820- FILTERS	EQUIPMENT MAINTENANCE	289.41
ES #813- FILTERS	EQUIPMENT MAINTENANCE	155.17
ES #825- TREADPLATE DOOR	EQUIPMENT MAINTENANCE	21.22
<b>Fund 725 - CENTRAL GARAGE Total:</b>		<b>741.89</b>
<b>Vendor 00794 - FLOYD'S TRUCK CENTER SCOTTSBLUFF Total:</b>		<b>3,747.57</b>
<b>Vendor: 00060 - FRANCISCO'S BUMPER TO BUMPER INC</b>		
<b>Fund: 111 - GENERAL</b>		
TOW SERVICE-PD	CONTRACTUAL SERVICES	175.00
<b>Fund 111 - GENERAL Total:</b>		<b>175.00</b>
<b>Vendor 00060 - FRANCISCO'S BUMPER TO BUMPER INC Total:</b>		<b>175.00</b>
<b>Vendor: 07904 - FREMONT MOTOR SCOTTSBLUFF, LLC</b>		
<b>Fund: 725 - CENTRAL GARAGE</b>		
POLICE #2- CONDENSOR KIT	EQUIPMENT MAINTENANCE	322.06
TRANS #462- SEAL	EQUIPMENT MAINTENANCE	145.00
POLICE #9- HOSE & NOZZLE KIT	EQUIPMENT MAINTENANCE	51.01
<b>Fund 725 - CENTRAL GARAGE Total:</b>		<b>518.07</b>
<b>Vendor 07904 - FREMONT MOTOR SCOTTSBLUFF, LLC Total:</b>		<b>518.07</b>
<b>Vendor: 05600 - GALLS INC</b>		
<b>Fund: 111 - GENERAL</b>		
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	155.97
<b>Fund 111 - GENERAL Total:</b>		<b>155.97</b>
<b>Vendor 05600 - GALLS INC Total:</b>		<b>155.97</b>
<b>Vendor: 00022 - GENERAL ELECTRIC CAPITAL CORPORATION</b>		
<b>Fund: 111 - GENERAL</b>		
DRINKING WATER, SUNBLOCK, ...	DEPARTMENT SUPPLIES	80.29
DEPT SUPP	DEPARTMENT SUPPLIES	4.48
DEPT SUPP	DEPARTMENT SUPPLIES	8.96
BATTERIES, GARBAGE BAGS, SP...	DEPARTMENT SUPPLIES	57.27
Dep. sup.	DEPARTMENT SUPPLIES	26.48
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	26.88

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Description (Payable)	Account Name	Amount
LAUNDRY DETERGENT AND DIS...	DEPARTMENT SUPPLIES	67.08
Fund 111 - GENERAL Total:		271.44
Fund: 212 - TRANSPORTATION		
DEPT SUPP	DEPARTMENT SUPPLIES	4.48
Fund 212 - TRANSPORTATION Total:		4.48
Fund: 631 - WASTEWATER		
DEPT SUPP	DEPARTMENT SUPPLIES	4.48
Fund 631 - WASTEWATER Total:		4.48
Vendor 00022 - GENERAL ELECTRIC CAPITAL CORPORATION Total:		280.40
Vendor: 00602 - GENERAL TRAFFIC CONTROLS, INC		
Fund: 212 - TRANSPORTATION		
GRIDSMART CAMERA DETECTI...	ELECTRICAL MAINTENANCE	22,170.00
TRAFFIC SIGNAL CONTROLLER	ELECTRICAL MAINTENANCE	3,990.00
Fund 212 - TRANSPORTATION Total:		26,160.00
Vendor 00602 - GENERAL TRAFFIC CONTROLS, INC Total:		26,160.00
Vendor: 05725 - GILMORE & BELL, P.C.		
Fund: 212 - TRANSPORTATION		
LEGAL SERVICES - 2020 GO HIG...	BOND ISSUANCE COSTS	5,250.00
Fund 212 - TRANSPORTATION Total:		5,250.00
Vendor 05725 - GILMORE & BELL, P.C. Total:		5,250.00
Vendor: 04371 - HAWKINS, INC.		
Fund: 641 - WATER		
CHEMICALS	CHEMICALS	3,423.50
CHEMICALS	CHEMICALS	5,296.75
Fund 641 - WATER Total:		8,720.25
Vendor 04371 - HAWKINS, INC. Total:		8,720.25
Vendor: 04299 - HD SUPPLY FACILITIES MAINTENANCE LTD		
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	153.01
DEPT SUP	DEPARTMENT SUPPLIES	856.90
Fund 631 - WASTEWATER Total:		1,009.91
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	313.94
Fund 641 - WATER Total:		313.94
Vendor 04299 - HD SUPPLY FACILITIES MAINTENANCE LTD Total:		1,323.85
Vendor: 00299 - HULLINGER GLASS & LOCKS INC.		
Fund: 111 - GENERAL		
DEPT SUPP PARK DEPT	DEPARTMENT SUPPLIES	11.00
BLDG MAINT PARK	BUILDING MAINTENANCE	96.00
Fund 111 - GENERAL Total:		107.00
Vendor 00299 - HULLINGER GLASS & LOCKS INC. Total:		107.00
Vendor: 08793 - HYDRONIC WATER MANAGEMENT		
Fund: 111 - GENERAL		
Bldg. main.	BUILDING MAINTENANCE	425.00
Fund 111 - GENERAL Total:		425.00
Vendor 08793 - HYDRONIC WATER MANAGEMENT Total:		425.00
Vendor: 06423 - HYDROTEX PARTNERS, LTD		
Fund: 725 - CENTRAL GARAGE		
ES STOCK- POWER KLEEN	EQUIPMENT MAINTENANCE	494.20
PARKS STOCK- OIL	EQUIPMENT MAINTENANCE	210.66
Fund 725 - CENTRAL GARAGE Total:		704.86
Vendor 06423 - HYDROTEX PARTNERS, LTD Total:		704.86

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Description (Payable)	Account Name	Amount
<b>Vendor: 00525 - IDEAL LAUNDRY AND CLEANERS, INC.</b>		
<b>Fund: 111 - GENERAL</b>		
DEPT SUPP ADM	DEPARTMENT SUPPLIES	54.90
<b>Fund 111 - GENERAL Total:</b>		<b>54.90</b>
<b>Fund: 212 - TRANSPORTATION</b>		
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES	33.56
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES	33.56
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES	33.56
<b>Fund 212 - TRANSPORTATION Total:</b>		<b>100.68</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
RUGS, MOPS, SHOP TOWELS	DEPARTMENT SUPPLIES	103.92
RUGS, SHOP TOWELS, MOPS	DEPARTMENT SUPPLIES	103.95
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>207.87</b>
<b>Fund: 631 - WASTEWATER</b>		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	26.39
<b>Fund 631 - WASTEWATER Total:</b>		<b>26.39</b>
<b>Fund: 641 - WATER</b>		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	26.40
<b>Fund 641 - WATER Total:</b>		<b>26.40</b>
<b>Fund: 725 - CENTRAL GARAGE</b>		
CENTRAL GARAGE- RUGS & SH...	DEPARTMENT SUPPLIES	34.79
CENTRAL GARAGE- RUGS & SH...	DEPARTMENT SUPPLIES	34.79
CENTRAL GARAGE- RUGS & SH...	DEPARTMENT SUPPLIES	34.79
<b>Fund 725 - CENTRAL GARAGE Total:</b>		<b>104.37</b>
<b>Vendor 00525 - IDEAL LAUNDRY AND CLEANERS, INC. Total:</b>		<b>520.61</b>
<b>Vendor: 00937 - INDEPENDENT PLUMBING AND HEATING, INC</b>		
<b>Fund: 111 - GENERAL</b>		
GROUND MAINT PARK DEPT	GROUPS MAINTENANCE	21.19
GROUND MAINT PARK DEPT	GROUPS MAINTENANCE	78.75
GROUND MAINT PARK DEPT	GROUPS MAINTENANCE	53.64
GROUND MAINT PARK DEPT	GROUPS MAINTENANCE	22.71
GROUND MAINTPARK DEPT	GROUPS MAINTENANCE	35.21
GROUND MAINT PARK DEPT	GROUPS MAINTENANCE	65.20
GROUND MAINT PARK DEPT	GROUPS MAINTENANCE	22.20
GROUND MAINT PARK DEPT	GROUPS MAINTENANCE	15.00
GROUND MAINT PARK	GROUPS MAINTENANCE	350.00
DEPT SUPP PARK	DEPARTMENT SUPPLIES	38.67
GROUND MAINT PARK	GROUPS MAINTENANCE	330.00
GROUND MAINT PARK	GROUPS MAINTENANCE	0.90
DEPT SUPP PARK	DEPARTMENT SUPPLIES	9.49
<b>Fund 111 - GENERAL Total:</b>		<b>1,042.96</b>
<b>Vendor 00937 - INDEPENDENT PLUMBING AND HEATING, INC Total:</b>		<b>1,042.96</b>
<b>Vendor: 09291 - INGRAM LIBRARY SERVICES INC</b>		
<b>Fund: 111 - GENERAL</b>		
Bks.	BOOKS	16.07
Bks.	BOOKS	1,070.59
Bks.	BOOKS	323.82
<b>Fund 111 - GENERAL Total:</b>		<b>1,410.48</b>
<b>Vendor 09291 - INGRAM LIBRARY SERVICES INC Total:</b>		<b>1,410.48</b>
<b>Vendor: 08154 - INTERNAL REVENUE SERVICE</b>		
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>		
WITHHOLDINGS	MEDICARE W/H EE PAYABLE	3,931.86
WITHHOLDINGS	MEDICARE W/H EE PAYABLE	3,931.86
WITHHOLDINGS	FICA W/H EE PAYABLE	14,117.39
WITHHOLDINGS	FICA W/H EE PAYABLE	14,117.39

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Description (Payable)	Account Name	Amount
WITHHOLDINGS	FED W/H EE PAYABLE	23,130.28
Fund 713 - CASH & INVESTMENT POOL Total:		59,228.78
Fund: 812 - HEALTH INSURANCE		
2019 PCOR FEES	TAX EXPENSE	688.34
Fund 812 - HEALTH INSURANCE Total:		688.34
Vendor 08154 - INTERNAL REVENUE SERVICE Total:		59,917.12
Vendor: 08525 - INTRALINKS, INC		
Fund: 111 - GENERAL		
BACKUP - ADMIN & WATER & PD CONTRACTUAL SERVICES		2,298.00
Fund 111 - GENERAL Total:		2,298.00
Fund: 641 - WATER		
BACKUP - ADMIN & WATER & PD CONTRACTUAL SERVICES		119.00
Fund 641 - WATER Total:		119.00
Vendor 08525 - INTRALINKS, INC Total:		2,417.00
Vendor: 06131 - JOHN DEERE FINANCIAL		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	25.52
Fund 111 - GENERAL Total:		25.52
Fund: 212 - TRANSPORTATION		
VIRUS SUPP - SANITIZER & MAS...	DEPARTMENT SUPPLIES	299.64
SUPP - SPRAY HANDGUN	DEPARTMENT SUPPLIES	19.99
Fund 212 - TRANSPORTATION Total:		319.63
Fund: 631 - WASTEWATER		
DEPT SUPP WW	DEPARTMENT SUPPLIES	56.95
Fund 631 - WASTEWATER Total:		56.95
Vendor 06131 - JOHN DEERE FINANCIAL Total:		402.10
Vendor: 08067 - JOHN DEERE FINANCIAL		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	126.59
DEPT SUPP PARK DEPT	DEPARTMENT SUPPLIES	119.99
DEPT SUPP PARK DEPT	DEPARTMENT SUPPLIES	32.93
DEPT SUPP PARK DEPT	DEPARTMENT SUPPLIES	-126.59
Fund 111 - GENERAL Total:		152.92
Fund: 631 - WASTEWATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	3.15
EQUIP MAINT	EQUIPMENT MAINTENANCE	-0.16
Fund 631 - WASTEWATER Total:		2.99
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	52.74
Fund 641 - WATER Total:		52.74
Vendor 08067 - JOHN DEERE FINANCIAL Total:		208.65
Vendor: 09474 - JOHN DEERE FINANCIAL		
Fund: 111 - GENERAL		
EQUIP MAINT PARK DEPT	EQUIPMENT MAINTENANCE	44.13
EQUIP MAINT PARK DEPT	EQUIPMENT MAINTENANCE	99.65
EQUIP MAINT PARK DEPT	EQUIPMENT MAINTENANCE	34.53
EQUIP MAINT PARK DEPT	EQUIPMENT MAINTENANCE	309.04
Fund 111 - GENERAL Total:		487.35
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	65.99
Fund 213 - CEMETERY Total:		65.99
Vendor 09474 - JOHN DEERE FINANCIAL Total:		553.34

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Description (Payable)	Account Name	Amount
<b>Vendor: 00407 - JWC ENVIRONMENTAL INC</b>		
<b>Fund: 631 - WASTEWATER</b>		
DEPT SUP	DEPARTMENT SUPPLIES	2,789.22
<b>Fund 631 - WASTEWATER Total:</b>		<b>2,789.22</b>
<b>Vendor 00407 - JWC ENVIRONMENTAL INC Total:</b>		<b>2,789.22</b>
<b>Vendor: 09747 - KNOW HOW LLC</b>		
<b>Fund: 111 - GENERAL</b>		
EQUIP MAINT PARK DEPT	EQUIPMENT MAINTENANCE	11.98
DEPT SUPP PARK DEPT	DEPARTMENT SUPPLIES	21.97
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	6.75
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	30.76
<b>Fund 111 - GENERAL Total:</b>		<b>71.46</b>
<b>Fund: 213 - CEMETERY</b>		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	35.94
<b>Fund 213 - CEMETERY Total:</b>		<b>35.94</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
PRESSURE WASHER TRIGGER G...	DEPARTMENT SUPPLIES	105.29
COMPOST FACILITY- TARP, BOL...	DEPARTMENT SUPPLIES	30.69
COMPOST FACILITY- BOLTS	DEPARTMENT SUPPLIES	5.89
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>141.87</b>
<b>Fund: 631 - WASTEWATER</b>		
EQUIP MAINT	EQUIPMENT MAINTENANCE	37.72
DEPT SUP	DEPARTMENT SUPPLIES	59.76
<b>Fund 631 - WASTEWATER Total:</b>		<b>97.48</b>
<b>Fund: 641 - WATER</b>		
DEPT SUP	DEPARTMENT SUPPLIES	193.07
<b>Fund 641 - WATER Total:</b>		<b>193.07</b>
<b>Fund: 725 - CENTRAL GARAGE</b>		
POLICE #2- FUSE	EQUIPMENT MAINTENANCE	4.74
POLICE #2- RELAY	EQUIPMENT MAINTENANCE	34.68
TRANS #435- HYD HOSE FITTING	EQUIPMENT MAINTENANCE	9.87
CENTRAL GARAGE- HYD HOSE	DEPARTMENT SUPPLIES	1,214.40
CENTRAL GARAGE- HYDRAULIC ...	DEPARTMENT SUPPLIES	1,794.10
RETURNED WRONG HYDRAULIC...	DEPARTMENT SUPPLIES	-1,214.40
POLICE #9- FUSE	EQUIPMENT MAINTENANCE	7.11
TRANS #462- BRAKE PADS& RO...	EQUIPMENT MAINTENANCE	550.30
CENTRAL GARAGE - SPINDLE N...	DEPARTMENT SUPPLIES	29.14
PARKS #318- DOOR HANDLE KIT	EQUIPMENT MAINTENANCE	14.31
PARKS #318- BATTERY	EQUIPMENT MAINTENANCE	103.62
DEV SVCS SHEILA- WIPER BLAD...	EQUIPMENT MAINTENANCE	20.58
CENTRAL GARAGE- ADAP PLT	DEPARTMENT SUPPLIES	17.50
ES #815- 90 DEGREE ELBOW	EQUIPMENT MAINTENANCE	5.44
<b>Fund 725 - CENTRAL GARAGE Total:</b>		<b>2,591.39</b>
<b>Vendor 09747 - KNOW HOW LLC Total:</b>		<b>3,131.21</b>
<b>Vendor: 09872 - KRIZ DAVIS</b>		
<b>Fund: 631 - WASTEWATER</b>		
ELECTRICAL MAINT	ELECTRICAL MAINTENANCE	43.29
<b>Fund 631 - WASTEWATER Total:</b>		<b>43.29</b>
<b>Vendor 09872 - KRIZ DAVIS Total:</b>		<b>43.29</b>
<b>Vendor: 00242 - M.C. SCHAFF &amp; ASSOCIATES, INC</b>		
<b>Fund: 212 - TRANSPORTATION</b>		
PROF.SERVICES - CHIP SEAL PRO...STREET PROJECTS		61,057.00
<b>Fund 212 - TRANSPORTATION Total:</b>		<b>61,057.00</b>
<b>Vendor 00242 - M.C. SCHAFF &amp; ASSOCIATES, INC Total:</b>		<b>61,057.00</b>

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Description (Payable)	Account Name	Amount
<b>Vendor: 09760 - MACQUEEN EQUIPMENT INC</b>		
<b>Fund: 111 - GENERAL</b>		
FLOW SENSOR TRANSMITTER - ...	DEPARTMENT SUPPLIES	411.78
<b>Fund 111 - GENERAL Total:</b>		<b>411.78</b>
<b>Vendor 09760 - MACQUEEN EQUIPMENT INC Total:</b>		<b>411.78</b>
<b>Vendor: 08317 - MATHESON TRI-GAS INC</b>		
<b>Fund: 641 - WATER</b>		
RENT MACHINES	RENT-MACHINES	64.62
<b>Fund 641 - WATER Total:</b>		<b>64.62</b>
<b>Vendor 08317 - MATHESON TRI-GAS INC Total:</b>		<b>64.62</b>
<b>Vendor: 07628 - MENARDS, INC</b>		
<b>Fund: 111 - GENERAL</b>		
DEPT SUPP PARK DEPT	DEPARTMENT SUPPLIES	34.90
GROUND MAINT PARK DEPT	GROUPS MAINTENANCE	7.92
DEPT SUPP PARK	DEPARTMENT SUPPLIES	19.91
DEPT SUPP PARK	DEPARTMENT SUPPLIES	34.99
<b>Fund 111 - GENERAL Total:</b>		<b>97.72</b>
<b>Fund: 212 - TRANSPORTATION</b>		
SUPP - HOSE CLAMPS	DEPARTMENT SUPPLIES	3.96
SUPP - ROUGH, FLAT TERRAIN ...	DEPARTMENT SUPPLIES	101.74
SUPP - 3/8DR	DEPARTMENT SUPPLIES	7.96
<b>Fund 212 - TRANSPORTATION Total:</b>		<b>113.66</b>
<b>Fund: 213 - CEMETERY</b>		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	49.47
<b>Fund 213 - CEMETERY Total:</b>		<b>49.47</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
PAINT FOR DUMPSTERS	DEPARTMENT SUPPLIES	253.98
FLUIDS & DRIVER BIT SET	DEPARTMENT SUPPLIES	35.16
GAP FILLER, WASP KILLER, COFF...	DEPARTMENT SUPPLIES	53.78
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>342.92</b>
<b>Fund: 631 - WASTEWATER</b>		
DEPT SUP	DEPARTMENT SUPPLIES	64.91
DEPT SUP	CONTRACTUAL SERVICES	26.43
<b>Fund 631 - WASTEWATER Total:</b>		<b>91.34</b>
<b>Fund: 641 - WATER</b>		
DEPT SUP	DEPARTMENT SUPPLIES	112.62
DEPT SUP	DEPARTMENT SUPPLIES	61.67
DEPT SUP	DEPARTMENT SUPPLIES	146.93
<b>Fund 641 - WATER Total:</b>		<b>321.22</b>
<b>Vendor 07628 - MENARDS, INC Total:</b>		<b>1,016.33</b>
<b>Vendor: 00454 - MENDOZA, FRANK</b>		
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
CDL RENEWAL REIMBURSEMENT...	CONTRACTUAL SERVICES	58.50
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>58.50</b>
<b>Vendor 00454 - MENDOZA, FRANK Total:</b>		<b>58.50</b>
<b>Vendor: 10057 - MICHAEL BEEBE</b>		
<b>Fund: 631 - WASTEWATER</b>		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	122.60
<b>Fund 631 - WASTEWATER Total:</b>		<b>122.60</b>
<b>Vendor 10057 - MICHAEL BEEBE Total:</b>		<b>122.60</b>
<b>Vendor: 00705 - MIDLANDS NEWSPAPERS, INC</b>		
<b>Fund: 213 - CEMETERY</b>		
SUBSCRIPTION	SUBSCRIPTIONS	180.75
<b>Fund 213 - CEMETERY Total:</b>		<b>180.75</b>
<b>Vendor 00705 - MIDLANDS NEWSPAPERS, INC Total:</b>		<b>180.75</b>



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Description (Payable)	Account Name	Amount
<b>Vendor: 07788 - MUNICIPAL EMERGENCY SERVICES INC</b>		
<b>Fund: 111 - GENERAL</b>		
THERMAL IMAGER BATTERY RE...	DEPARTMENT SUPPLIES	190.00
<b>Fund 111 - GENERAL Total:</b>		<b>190.00</b>
<b>Vendor 07788 - MUNICIPAL EMERGENCY SERVICES INC Total:</b>		<b>190.00</b>
<b>Vendor: 04082 - NE CHILD SUPPORT PAYMENT CENTER</b>		
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>		
NE CHILD SUPPORT PYBLE	CHILD SUPPORT EE PAY	916.60
<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>		<b>916.60</b>
<b>Vendor 04082 - NE CHILD SUPPORT PAYMENT CENTER Total:</b>		<b>916.60</b>
<b>Vendor: 00797 - NE DEPT OF REVENUE</b>		
<b>Fund: 111 - GENERAL</b>		
SALES AND USE TAX	SALES TAX PAYABLE	188.17
<b>Fund 111 - GENERAL Total:</b>		<b>188.17</b>
<b>Fund: 641 - WATER</b>		
SALES AND USE TAX	SALES TAX PAYABLE	14,026.16
SALES AND USE TAX	SALES TAX PAYABLE	7,653.13
<b>Fund 641 - WATER Total:</b>		<b>21,679.29</b>
<b>Fund: 661 - STORMWATER</b>		
SALES AND USE TAX	SALES TAX PAYABLE	692.26
<b>Fund 661 - STORMWATER Total:</b>		<b>692.26</b>
<b>Vendor 00797 - NE DEPT OF REVENUE Total:</b>		<b>22,559.72</b>
<b>Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT</b>		
<b>Fund: 631 - WASTEWATER</b>		
ELECTRICITY	ELECTRIC POWER	11,161.85
ELECTRICITY	ELECTRIC POWER	177.22
<b>Fund 631 - WASTEWATER Total:</b>		<b>11,339.07</b>
<b>Fund: 641 - WATER</b>		
ELECTRICITY	ELECTRIC POWER	8,630.79
ELECTRICITY	ELECTRIC POWER	4,213.09
<b>Fund 641 - WATER Total:</b>		<b>12,843.88</b>
<b>Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:</b>		<b>24,182.95</b>
<b>Vendor: 09509 - NEMNICH AUTOMOTIVE</b>		
<b>Fund: 725 - CENTRAL GARAGE</b>		
POLICE #2- A/C SERVICE	EQUIPMENT MAINTENANCE	130.01
POLICE #2- A/C RECHARGE	EQUIPMENT MAINTENANCE	126.77
<b>Fund 725 - CENTRAL GARAGE Total:</b>		<b>256.78</b>
<b>Vendor 09509 - NEMNICH AUTOMOTIVE Total:</b>		<b>256.78</b>
<b>Vendor: 09409 - NETWORKFLEET, INC</b>		
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
GPS SERVICES FOR ES FLEET	CONTRACTUAL SERVICES	113.70
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>113.70</b>
<b>Vendor 09409 - NETWORKFLEET, INC Total:</b>		<b>113.70</b>
<b>Vendor: 04453 - NORTHERN SAFETY COMPANY, INC.</b>		
<b>Fund: 631 - WASTEWATER</b>		
DEPT SUP	DEPARTMENT SUPPLIES	1,139.15
<b>Fund 631 - WASTEWATER Total:</b>		<b>1,139.15</b>
<b>Vendor 04453 - NORTHERN SAFETY COMPANY, INC. Total:</b>		<b>1,139.15</b>
<b>Vendor: 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF</b>		
<b>Fund: 111 - GENERAL</b>		
GROUND MAINT PARK DEPT	GROUNDS MAINTENANCE	32.92
GROUND MAINT PARK DEPT	GROUNDS MAINTENANCE	4.17
GROUND MAINT PARK DEPT	GROUNDS MAINTENANCE	20.35
GROUND MAINT PARK DEPT	GROUNDS MAINTENANCE	10.43
GROUND MAINT PARK DEPT	GROUNDS MAINTENANCE	17.52

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Description (Payable)	Account Name	Amount
GROUND MAINT PARK DEPT	GROUNDS MAINTENANCE	3.52
GROUND MAINT PARK	GROUNDS MAINTENANCE	28.17
Fund 111 - GENERAL Total:		117.08
Vendor 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF Total:		117.08
Vendor: 01757 - OCLC ONLINE COMPUTER LIBRARY CENTER, INC		
Fund: 111 - GENERAL		
Cont. srvc.	CONTRACTUAL SERVICES	378.16
Fund 111 - GENERAL Total:		378.16
Vendor 01757 - OCLC ONLINE COMPUTER LIBRARY CENTER, INC Total:		378.16
Vendor: 10050 - O'KEEFE ELEVATOR COMPANY INC		
Fund: 111 - GENERAL		
Bldg. main.	BUILDING MAINTENANCE	1,332.56
Fund 111 - GENERAL Total:		1,332.56
Vendor 10050 - O'KEEFE ELEVATOR COMPANY INC Total:		1,332.56
Vendor: 00187 - PANHANDLE CONCRETE PRODUCTS, INC		
Fund: 223 - KENO		
GRATE	STRUCTURES	762.75
Fund 223 - KENO Total:		762.75
Vendor 00187 - PANHANDLE CONCRETE PRODUCTS, INC Total:		762.75
Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC		
Fund: 631 - WASTEWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	93.00
Fund 631 - WASTEWATER Total:		93.00
Fund: 641 - WATER		
SAMPLES	SAMPLES	80.00
SAMPLES	SAMPLES	80.00
SAMPLES	SAMPLES	66.00
SAMPLES	SAMPLES	80.00
Fund 641 - WATER Total:		306.00
Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:		399.00
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: 621 - ENVIRONMENTAL SERVICES		
WINDSHIELD REPLACEMENT ON.. VEHICLE MAINTENANCE		349.00
Fund 621 - ENVIRONMENTAL SERVICES Total:		349.00
Vendor 10030 - PLATTE RIVER GLASS RODNEY L FLOTH Total:		349.00
Vendor: 01276 - PLATTE VALLEY BANK		
Fund: 713 - CASH & INVESTMENT POOL		
HEALTH SAVINGS	HSA EE PAYABLE	10,489.50
Fund 713 - CASH & INVESTMENT POOL Total:		10,489.50
Vendor 01276 - PLATTE VALLEY BANK Total:		10,489.50
Vendor: 00796 - POWERPLAN		
Fund: 111 - GENERAL		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	1,283.70
Fund 111 - GENERAL Total:		1,283.70
Fund: 212 - TRANSPORTATION		
REPAIRS TO MOTOR GRADER	EQUIPMENT MAINTENANCE	3,220.23
Fund 212 - TRANSPORTATION Total:		3,220.23

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Description (Payable)	Account Name	Amount
<b>Fund: 725 - CENTRAL GARAGE</b>		
TRANS #452 & 453- BULBS	EQUIPMENT MAINTENANCE	25.67
<b>Fund 725 - CENTRAL GARAGE Total:</b>		<b>25.67</b>
<b>Vendor 00796 - POWERPLAN Total:</b>		<b>4,529.60</b>
<b>Vendor: 10151 - PSI DIGITAL IMAGING SOLUTIONS</b>		
<b>Fund: 721 - GIS SERVICES</b>		
HP DESIGNJET T2600 PRINTER -...	EQUIPMENT	6,950.00
<b>Fund 721 - GIS SERVICES Total:</b>		<b>6,950.00</b>
<b>Vendor 10151 - PSI DIGITAL IMAGING SOLUTIONS Total:</b>		<b>6,950.00</b>
<b>Vendor: 07838 - QUADIENT LEASING USA INC</b>		
<b>Fund: 111 - GENERAL</b>		
RENT-MACHINE	RENT-MACHINES	203.82
<b>Fund 111 - GENERAL Total:</b>		<b>203.82</b>
<b>Vendor 07838 - QUADIENT LEASING USA INC Total:</b>		<b>203.82</b>
<b>Vendor: 00266 - QUILL CORPORATION</b>		
<b>Fund: 111 - GENERAL</b>		
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	11.49
DEPT/INVEST SUPPL-PD	DEPARTMENT SUPPLIES	185.02
DEPT/INVEST SUPPL-PD	INVESTIGATIVE EXPENSES	101.32
DEPT SUPP ADM	DEPARTMENT SUPPLIES	142.95
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	17.94
<b>Fund 111 - GENERAL Total:</b>		<b>458.72</b>
<b>Vendor 00266 - QUILL CORPORATION Total:</b>		<b>458.72</b>
<b>Vendor: 01502 - REAMS SPRINKLER SUPPLY CO.</b>		
<b>Fund: 111 - GENERAL</b>		
GROUND MAINT PARK DEPT	GROUNDS MAINTENANCE	932.75
GROUND MAINT PARK DEPT	GROUNDS MAINTENANCE	404.39
GROUND MAINT PARK	GROUNDS MAINTENANCE	455.86
GROUND MAINT PARK	GROUNDS MAINTENANCE	208.49
<b>Fund 111 - GENERAL Total:</b>		<b>2,001.49</b>
<b>Vendor 01502 - REAMS SPRINKLER SUPPLY CO. Total:</b>		<b>2,001.49</b>
<b>Vendor: 10152 - RECOLLECT SYSTEMS INC</b>		
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
RECOLLECT SYSTEM	CONTRACTUAL SERVICES	5,774.90
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>5,774.90</b>
<b>Vendor 10152 - RECOLLECT SYSTEMS INC Total:</b>		<b>5,774.90</b>
<b>Vendor: 04089 - REGIONAL CARE INC</b>		
<b>Fund: 812 - HEALTH INSURANCE</b>		
FLEX FUNDING	FLEXIBLE BENFT EXPENSES	432.00
CLAIMS	CLAIMS EXPENSE	71,400.52
HEALTH INS. PREMIUM - JULY 2...	PREMIUM EXPENSE	39,429.20
FLEX FUNDING	FLEXIBLE BENFT EXPENSES	29.90
CLAIMS	CLAIMS EXPENSE	33,634.17
FLEX FUNDING	FLEXIBLE BENFT EXPENSES	192.30
<b>Fund 812 - HEALTH INSURANCE Total:</b>		<b>145,118.09</b>
<b>Vendor 04089 - REGIONAL CARE INC Total:</b>		<b>145,118.09</b>
<b>Vendor: 00798 - REGISTER OF DEEDS</b>		
<b>Fund: 111 - GENERAL</b>		
EASMENT	PATHWAY	28.00
EASEMENT	PATHWAY	28.00
EASEMENT	PATHWAY	28.00
EASEMENT	PATHWAY	22.00
EASEMENT	PATHWAY	22.00
<b>Fund 111 - GENERAL Total:</b>		<b>128.00</b>

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Description (Payable)	Account Name	Amount
<b>Fund: 213 - CEMETERY</b>		
LEGAL	LEGAL FEES	10.00
LEGAL	LEGAL FEES	10.00
LEGAL	LEGAL FEES	10.00
LEGAL	LEGAL FEES	10.00
LEGAL	LEGAL FEES	10.00
LEGAL	LEGAL FEES	10.00
LEGAL	LEGAL FEES	10.00
LEGAL	LEGAL FEES	10.00
<b>Fund 213 - CEMETERY Total:</b>		<b>80.00</b>
<b>Vendor 00798 - REGISTER OF DEEDS Total:</b>		<b>208.00</b>
<b>Vendor: 08204 - RIVERSIDE ZOOLOGICAL FOUNDATION</b>		
<b>Fund: 111 - GENERAL</b>		
CONTRACTUAL	CONTRACTUAL SERVICES	87,500.00
<b>Fund 111 - GENERAL Total:</b>		<b>87,500.00</b>
<b>Vendor 08204 - RIVERSIDE ZOOLOGICAL FOUNDATION Total:</b>		<b>87,500.00</b>
<b>Vendor: 10041 - RODRIGUEZ JOSE R</b>		
<b>Fund: 111 - GENERAL</b>		
TOW SERVICE-PD	CONTRACTUAL SERVICES	95.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	95.00
<b>Fund 111 - GENERAL Total:</b>		<b>190.00</b>
<b>Vendor 10041 - RODRIGUEZ JOSE R Total:</b>		<b>190.00</b>
<b>Vendor: 00366 - ROOSEVELT PUBLIC POWER DISTRICT</b>		
<b>Fund: 641 - WATER</b>		
ELECTRIC POWER	ELECTRIC POWER	2,597.81
<b>Fund 641 - WATER Total:</b>		<b>2,597.81</b>
<b>Vendor 00366 - ROOSEVELT PUBLIC POWER DISTRICT Total:</b>		<b>2,597.81</b>
<b>Vendor: 09997 - RURAL HEALTH DEVELOPMENT, INC.</b>		
<b>Fund: 224 - ECONOMIC DEVELOPMENT</b>		
ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPMENT	6,383.33
<b>Fund 224 - ECONOMIC DEVELOPMENT Total:</b>		<b>6,383.33</b>
<b>Vendor 09997 - RURAL HEALTH DEVELOPMENT, INC. Total:</b>		<b>6,383.33</b>
<b>Vendor: 00026 - S M E C</b>		
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>		
EMPLOYEE DEDUCTION	SMEC EE PAYABLE	130.50
<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>		<b>130.50</b>
<b>Vendor 00026 - S M E C Total:</b>		<b>130.50</b>
<b>Vendor: 00156 - SAFETYLINE CONSULTANTS, INC</b>		
<b>Fund: 111 - GENERAL</b>		
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	336.00
<b>Fund 111 - GENERAL Total:</b>		<b>336.00</b>
<b>Vendor 00156 - SAFETYLINE CONSULTANTS, INC Total:</b>		<b>336.00</b>
<b>Vendor: 00257 - SANDBERG IMPLEMENT, INC</b>		
<b>Fund: 111 - GENERAL</b>		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	66.27
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	97.14
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	39.98
EQUIP MAINT PARKS	EQUIPMENT MAINTENANCE	-71.16
<b>Fund 111 - GENERAL Total:</b>		<b>132.23</b>
<b>Fund: 212 - TRANSPORTATION</b>		
STARTER ASSEY	EQUIPMENT MAINTENANCE	25.20
<b>Fund 212 - TRANSPORTATION Total:</b>		<b>25.20</b>
<b>Fund: 213 - CEMETERY</b>		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	49.20
<b>Fund 213 - CEMETERY Total:</b>		<b>49.20</b>

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Description (Payable)	Account Name	Amount
<b>Fund: 631 - WASTEWATER</b>		
EQUIP MAINT	EQUIPMENT MAINTENANCE	227.24
<b>Fund 631 - WASTEWATER Total:</b>		<b>227.24</b>
<b>Fund: 641 - WATER</b>		
EQUIP MAINT	EQUIPMENT MAINTENANCE	28.60
EQUIP MAINT	EQUIPMENT MAINTENANCE	90.05
EQUIP MAINT	EQUIPMENT MAINTENANCE	-28.60
<b>Fund 641 - WATER Total:</b>		<b>90.05</b>
<b>Fund: 725 - CENTRAL GARAGE</b>		
PARKS HONDA TRIMMER- STAR...	EQUIPMENT MAINTENANCE	32.96
<b>Fund 725 - CENTRAL GARAGE Total:</b>		<b>32.96</b>
<b>Vendor 00257 - SANDBERG IMPLEMENT, INC Total:</b>		<b>556.88</b>
<b>Vendor: 10127 - SANDRY FIRE SUPPLY</b>		
<b>Fund: 111 - GENERAL</b>		
EXTRICATION EQUIPMENT MAI...	EQUIPMENT MAINTENANCE	685.00
<b>Fund 111 - GENERAL Total:</b>		<b>685.00</b>
<b>Vendor 10127 - SANDRY FIRE SUPPLY Total:</b>		<b>685.00</b>
<b>Vendor: 00258 - SCB COUNTY TREASURER</b>		
<b>Fund: 111 - GENERAL</b>		
REIMB./REFUND GRANT PAYM...	GRANT	456.27
<b>Fund 111 - GENERAL Total:</b>		<b>456.27</b>
<b>Fund: 321 - TIF PROJECTS</b>		
TIF OVERPAYMENT REFUND	PROPERTY TAX-GENERAL	2.85
TIF OVERPAYMENT REFUND	PROPERTY TAX-GENERAL	3.76
<b>Fund 321 - TIF PROJECTS Total:</b>		<b>6.61</b>
<b>Vendor 00258 - SCB COUNTY TREASURER Total:</b>		<b>462.88</b>
<b>Vendor: 02531 - SCB FIREFIGHTERS UNION LOCAL 1454</b>		
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>		
FIRE EE DUES	FIRE UNION DUES EE PAY	300.00
<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>		<b>300.00</b>
<b>Vendor 02531 - SCB FIREFIGHTERS UNION LOCAL 1454 Total:</b>		<b>300.00</b>
<b>Vendor: 10126 - SCHMIDT IRIS</b>		
<b>Fund: 111 - GENERAL</b>		
PARK RESERVATION	PARK SHELTER FEE	25.00
<b>Fund 111 - GENERAL Total:</b>		<b>25.00</b>
<b>Vendor 10126 - SCHMIDT IRIS Total:</b>		<b>25.00</b>
<b>Vendor: 00852 - SCOTTS BLUFF COUNTY COURT</b>		
<b>Fund: 111 - GENERAL</b>		
LEGAL FEES-PD	LEGAL FEES	68.00
<b>Fund 111 - GENERAL Total:</b>		<b>68.00</b>
<b>Vendor 00852 - SCOTTS BLUFF COUNTY COURT Total:</b>		<b>68.00</b>
<b>Vendor: 00111 - SCOTTSBLUFF BODY &amp; PAINT</b>		
<b>Fund: 111 - GENERAL</b>		
VEH MAINT-PD	VEHICLE MAINTENANCE	2,717.20
<b>Fund 111 - GENERAL Total:</b>		<b>2,717.20</b>
<b>Vendor 00111 - SCOTTSBLUFF BODY &amp; PAINT Total:</b>		<b>2,717.20</b>
<b>Vendor: 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION</b>		
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>		
POLICE EE DUES	POL UNION DUES EE PAY	1,092.00
<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>		<b>1,092.00</b>
<b>Vendor 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION Total:</b>		<b>1,092.00</b>

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Description (Payable)	Account Name	Amount
<b>Vendor: 00786 - SHERWIN WILLIAMS</b>		
<b>Fund: 111 - GENERAL</b>		
BLDG MAINT PARK	BUILDING MAINTENANCE	112.10
<b>Fund 111 - GENERAL Total:</b>		<b>112.10</b>
<b>Vendor 00786 - SHERWIN WILLIAMS Total:</b>		<b>112.10</b>
<b>Vendor: 01031 - SIMON CONTRACTORS</b>		
<b>Fund: 212 - TRANSPORTATION</b>		
BASE GRAVEL FOR ALLEYS	STREET REPAIR SUPPLIES	222.02
CONCRETE FOR 18TH ST. PLAZA	STREET MAINTENANCE	655.50
CONCRETE FOR 18TH ST. PLAZA	STREET MAINTENANCE	883.50
CONCRETE FOR 18TH ST. PLAZA	STREET MAINTENANCE	313.50
BASE GRAVEL FOR ALLEYS	STREET REPAIR SUPPLIES	196.37
CONCRETE FOR 18TH ST. PLAZA	STREET MAINTENANCE	224.00
CONCRETE FOR 18TH ST. PLAZA	STREET MAINTENANCE	855.00
CONCRETE FOR 18TH ST. PLAZA	STREET MAINTENANCE	570.00
<b>Fund 212 - TRANSPORTATION Total:</b>		<b>3,919.89</b>
<b>Vendor 01031 - SIMON CONTRACTORS Total:</b>		<b>3,919.89</b>
<b>Vendor: 00513 - SNELL SERVICES INC.</b>		
<b>Fund: 111 - GENERAL</b>		
Bldg. main.	BUILDING MAINTENANCE	1,830.00
BLDG MAINT PARK	BUILDING MAINTENANCE	807.40
<b>Fund 111 - GENERAL Total:</b>		<b>2,637.40</b>
<b>Vendor 00513 - SNELL SERVICES INC. Total:</b>		<b>2,637.40</b>
<b>Vendor: 09663 - SOUNDSLEEPER SECURITY INC.</b>		
<b>Fund: 111 - GENERAL</b>		
CONTRACTUAL-PD	CONTRACTUAL SERVICES	14.95
<b>Fund 111 - GENERAL Total:</b>		<b>14.95</b>
<b>Fund: 212 - TRANSPORTATION</b>		
SECURITY MAIN. SERVICE	EQUIPMENT MAINTENANCE	1,600.00
<b>Fund 212 - TRANSPORTATION Total:</b>		<b>1,600.00</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
ES MTNC PKG SECURITY CAME...	CONTRACTUAL SERVICES	800.00
COMPOST FACILITY MTNC PKG ...	CONTRACTUAL SERVICES	400.00
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>1,200.00</b>
<b>Vendor 09663 - SOUNDSLEEPER SECURITY INC. Total:</b>		<b>2,814.95</b>
<b>Vendor: 00054 - STATE HEALTH LAB</b>		
<b>Fund: 641 - WATER</b>		
SAMPLES	SAMPLES	534.00
<b>Fund 641 - WATER Total:</b>		<b>534.00</b>
<b>Vendor 00054 - STATE HEALTH LAB Total:</b>		<b>534.00</b>
<b>Vendor: 01235 - STATE OF NE.</b>		
<b>Fund: 111 - GENERAL</b>		
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
CONTRACTUAL-PD	CONTRACTUAL SERVICES	105.00
CONTRACTUAL-PD	CONTRACTUAL SERVICES	105.00
<b>Fund 111 - GENERAL Total:</b>		<b>735.00</b>
<b>Vendor 01235 - STATE OF NE. Total:</b>		<b>735.00</b>

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Description (Payable)	Account Name	Amount
<b>Vendor: 00677 - TERRY D SCOTT</b>		
<b>Fund: 111 - GENERAL</b>		
VEHICLE MAINT PARK DEPT	VEHICLE MAINTENANCE	458.74
<b>Fund 111 - GENERAL Total:</b>		<b>458.74</b>
<b>Vendor 00677 - TERRY D SCOTT Total:</b>		<b>458.74</b>
<b>Vendor: 00325 - TEXAS PNEUDRAULIC INC</b>		
<b>Fund: 725 - CENTRAL GARAGE</b>		
ES #828, 812, STOCK- SWITCH, ...	EQUIPMENT MAINTENANCE	375.24
ES #818- RETURNED WRONG P...	EQUIPMENT MAINTENANCE	-141.88
<b>Fund 725 - CENTRAL GARAGE Total:</b>		<b>233.36</b>
<b>Vendor 00325 - TEXAS PNEUDRAULIC INC Total:</b>		<b>233.36</b>
<b>Vendor: 00666 - TOPKOTE INC</b>		
<b>Fund: 212 - TRANSPORTATION</b>		
CHIP SEAL PROJECT 2020	STREET PROJECTS	2,208,028.20
<b>Fund 212 - TRANSPORTATION Total:</b>		<b>2,208,028.20</b>
<b>Vendor 00666 - TOPKOTE INC Total:</b>		<b>2,208,028.20</b>
<b>Vendor: 08002 - TOYOTA MOTOR CREDIT CORPORATION</b>		
<b>Fund: 218 - PUBLIC SAFETY</b>		
HIDTA CAR LEASE-PD	DEPARTMENT SUPPLIES	343.53
<b>Fund 218 - PUBLIC SAFETY Total:</b>		<b>343.53</b>
<b>Vendor 08002 - TOYOTA MOTOR CREDIT CORPORATION Total:</b>		<b>343.53</b>
<b>Vendor: 01337 - TWIN CITY ROOFING &amp; SHEETMETAL, INC</b>		
<b>Fund: 215 - SPECIAL PROJECTS</b>		
CITY HALL ROOF REPLACEMENT	INSURED REPAIRS/REPLACE	123,507.55
<b>Fund 215 - SPECIAL PROJECTS Total:</b>		<b>123,507.55</b>
<b>Vendor 01337 - TWIN CITY ROOFING &amp; SHEETMETAL, INC Total:</b>		<b>123,507.55</b>
<b>Vendor: 08821 - TYLER TECHNOLOGIES, INC</b>		
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
FEE - UB ONLINE 7/1/20 - 7/31/...	CONTRACTUAL SERVICES	116.00
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>116.00</b>
<b>Fund: 631 - WASTEWATER</b>		
FEE - UB ONLINE 7/1/20 - 7/31/...	CONTRACTUAL SERVICES	116.00
<b>Fund 631 - WASTEWATER Total:</b>		<b>116.00</b>
<b>Fund: 641 - WATER</b>		
FEE - UB ONLINE 7/1/20 - 7/31/...	CONTRACTUAL SERVICES	116.00
<b>Fund 641 - WATER Total:</b>		<b>116.00</b>
<b>Vendor 08821 - TYLER TECHNOLOGIES, INC Total:</b>		<b>348.00</b>
<b>Vendor: 09865 - UNION BANK &amp; TRUST</b>		
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>		
RETIREMENT	REGULAR RETIRE EE PAY	7,280.44
RETIREMENT	REGULAR RETIRE EE PAY	7,570.23
RETIREMENT	DEFERRED COMP EE PAY	790.00
RETIREMENT	DEFERRED COMP EE PAY	1,742.62
RETIREMENT	RETIRE FIRE EE PAYABLE	5,204.16
RETIREMENT	RETIRE FIRE EE PAYABLE	2,767.09
RETIREMENT	RETIRE POLICE EE PAY	5,374.44
RETIREMENT	RETIRE POLICE EE PAY	5,746.37
<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>		<b>36,475.35</b>
<b>Vendor 09865 - UNION BANK &amp; TRUST Total:</b>		<b>36,475.35</b>
<b>Vendor: 09840 - UNITED STATES WELDING</b>		
<b>Fund: 212 - TRANSPORTATION</b>		
DEPT SUPP STREET DEPT	DEPARTMENT SUPPLIES	80.20
<b>Fund 212 - TRANSPORTATION Total:</b>		<b>80.20</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
WELDING SUPPLIES	DEPARTMENT SUPPLIES	139.86

## Expense Approval Report

Post Dates: 06/16/2020 - 07/06/2020

Description (Payable)	Account Name	Amount
WELDING CO2 TANK RENTAL	CONTRACTUAL SERVICES	44.41
WELDING CYLINDER REFILL CAR...	DEPARTMENT SUPPLIES	50.16
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>234.43</b>
<b>Vendor 09840 - UNITED STATES WELDING Total:</b>		<b>314.63</b>
<b>Vendor: 08828 - US BANK</b>		
<b>Fund: 111 - GENERAL</b>		
Sbscrp.	SUBSCRIPTIONS	45.00
2020 MUNICIPAL ACCOUNTING...	SCHOOL & CONFERENCE	335.00
Prgm.	PROGRAMMING	160.39
WARNING LIGHT CABLE EXTENS...	DEPARTMENT SUPPLIES	23.17
POSTAGE FOR FIRE PREVENTION..	POSTAGE	4.75
VEH MAINT-PD	VEHICLE MAINTENANCE	748.62
DEPT/INVEST SUPPL-PD	DEPARTMENT SUPPLIES	5.97
DEPT/INVEST SUPPL-PD	INVESTIGATIVE EXPENSES	50.89
DEPT/INVEST SUPPL-PD	DEPARTMENT SUPPLIES	32.35
DEPT/INVEST SUPPL-PD	DEPARTMENT SUPPLIES	32.35
DEPT/INVEST SUPPL-PD	DEPARTMENT SUPPLIES	5.97
DEPT/INVEST SUPPL-PD	INVESTIGATIVE EXPENSES	50.89
GFOA CONFERENCE REFUND - ...	SCHOOL & CONFERENCE	-320.00
GFOA CONFERENCE REFUND - ...	SCHOOL & CONFERENCE	-420.00
<b>Fund 111 - GENERAL Total:</b>		<b>755.35</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
COVID-19 MASKS AND GLOVES	DEPARTMENT SUPPLIES	95.11
WELDING HELMET FOR SHOP	DEPARTMENT SUPPLIES	69.53
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>164.64</b>
<b>Fund: 631 - WASTEWATER</b>		
DEPT SUP	DEPARTMENT SUPPLIES	480.00
<b>Fund 631 - WASTEWATER Total:</b>		<b>480.00</b>
<b>Fund: 661 - STORMWATER</b>		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	119.88
<b>Fund 661 - STORMWATER Total:</b>		<b>119.88</b>
<b>Vendor 08828 - US BANK Total:</b>		<b>1,519.87</b>
<b>Vendor: 00110 - VOGEL WEST, INC</b>		
<b>Fund: 212 - TRANSPORTATION</b>		
SUPP - TIP & PAINT STRAINERS	DEPARTMENT SUPPLIES	66.29
RED LATEX TRAFFIC PAINT	STREET REPAIR SUPPLIES	452.10
<b>Fund 212 - TRANSPORTATION Total:</b>		<b>518.39</b>
<b>Vendor 00110 - VOGEL WEST, INC Total:</b>		<b>518.39</b>
<b>Vendor: 08851 - WHITING SIGNS</b>		
<b>Fund: 111 - GENERAL</b>		
Dep. sup.	DEPARTMENT SUPPLIES	168.75
<b>Fund 111 - GENERAL Total:</b>		<b>168.75</b>
<b>Vendor 08851 - WHITING SIGNS Total:</b>		<b>168.75</b>
<b>Vendor: 10128 - WINCAN LLC</b>		
<b>Fund: 631 - WASTEWATER</b>		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	5,776.00
<b>Fund 631 - WASTEWATER Total:</b>		<b>5,776.00</b>
<b>Vendor 10128 - WINCAN LLC Total:</b>		<b>5,776.00</b>
<b>Vendor: 09641 - WOODS &amp; AITKEN LLP</b>		
<b>Fund: 212 - TRANSPORTATION</b>		
PROF.SERVICES - IBEW NEGOTI...	CONTRACTUAL SERVICES	285.00
<b>Fund 212 - TRANSPORTATION Total:</b>		<b>285.00</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
PROF.SERVICES - IBEW NEGOTI...	CONTRACTUAL SERVICES	285.00
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>285.00</b>



## Expense Approval Report

Post Dates: 06/16/2020 - 07/06/2020

Description (Payable)	Account Name	Amount
<b>Fund: 631 - WASTEWATER</b>		
PROF.SERVICES - IBEW NEGOTI...	CONTRACTUAL SERVICES	285.00
<b>Fund 631 - WASTEWATER Total:</b>		<b>285.00</b>
<b>Fund: 641 - WATER</b>		
PROF.SERVICES - IBEW NEGOTI...	CONTRACTUAL SERVICES	285.00
<b>Fund 641 - WATER Total:</b>		<b>285.00</b>
<b>Vendor 09641 - WOODS &amp; AITKEN LLP Total:</b>		<b>1,140.00</b>
<b>Vendor: 03709 - WYOMING CHILD SUPPORT ENFORCEMENT</b>		
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>		
CHILD SUPPORT	CHILD SUPPORT EE PAY	738.08
<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>		<b>738.08</b>
<b>Vendor 03709 - WYOMING CHILD SUPPORT ENFORCEMENT Total:</b>		<b>738.08</b>
<b>Vendor: 03379 - ZM LUMBER INC</b>		
<b>Fund: 111 - GENERAL</b>		
DEPT SUPP PARK DEPT	DEPARTMENT SUPPLIES	39.07
DEPT SUPP PARK DEPT	DEPARTMENT SUPPLIES	26.23
<b>Fund 111 - GENERAL Total:</b>		<b>65.30</b>
<b>Vendor 03379 - ZM LUMBER INC Total:</b>		<b>65.30</b>
<b>Grand Total:</b>		<b>3,024,173.02</b>

## Report Summary

## Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	122,081.09	188.17
212 - TRANSPORTATION	2,313,871.32	2,208,028.20
213 - CEMETERY	466.98	0.00
215 - SPECIAL PROJECTS	123,507.55	0.00
218 - PUBLIC SAFETY	343.53	0.00
223 - KENO	892.73	0.00
224 - ECONOMIC DEVELOPMENT	6,410.29	0.00
321 - TIF PROJECTS	94,660.60	0.00
621 - ENVIRONMENTAL SERVICES	14,543.12	0.00
631 - WASTEWATER	24,143.46	0.00
641 - WATER	54,727.90	21,679.29
661 - STORMWATER	812.61	692.26
713 - CASH & INVESTMENT POOL	109,419.51	109,419.51
721 - GIS SERVICES	6,950.54	0.00
725 - CENTRAL GARAGE	5,535.36	0.00
812 - HEALTH INSURANCE	145,806.43	105,688.89
<b>Grand Total:</b>	<b>3,024,173.02</b>	<b>2,445,696.32</b>

## Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-21311	SALES TAX PAYABLE	188.17	188.17
111-42206-171	PARK SHELTER FEE	25.00	0.00
111-43105-143	GRANT	456.27	0.00
111-49111-111	MISCELLANEOUS	2.30	0.00
111-52111-111	DEPARTMENT SUPPLIES	733.22	0.00
111-52111-112	DEPARTMENT SUPPLIES	99.04	0.00
111-52111-121	DEPARTMENT SUPPLIES	9.99	0.00
111-52111-141	DEPARTMENT SUPPLIES	1,151.74	0.00
111-52111-142	DEPARTMENT SUPPLIES	342.55	0.00
111-52111-151	DEPARTMENT SUPPLIES	612.94	0.00
111-52111-171	DEPARTMENT SUPPLIES	782.32	0.00
111-52121-151	JANITORIAL SUPPLIES	690.94	0.00
111-52121-171	JANITORIAL SUPPLIES	514.64	0.00
111-52163-142	INVESTIGATIVE EXPENSES	203.10	0.00
111-52222-151	BOOKS	1,410.48	0.00
111-52223-151	PROGRAMMING	545.30	0.00
111-52225-151	SUBSCRIPTIONS	45.00	0.00
111-52411-121	POSTAGE	24.51	0.00
111-52411-141	POSTAGE	4.75	0.00
111-52411-142	POSTAGE	39.00	0.00
111-53111-116	CONTRACTUAL SERVICES	2,298.00	0.00
111-53111-142	CONTRACTUAL SERVICES	6,539.03	0.00
111-53111-151	CONTRACTUAL SERVICES	633.16	0.00
111-53111-172	CONTRACTUAL SERVICES	87,500.00	0.00
111-53161-143	LEGAL PUBLICATIONS	22.28	0.00
111-53211-142	LEGAL FEES	68.00	0.00
111-53421-141	BUILDING MAINTENANCE	21.50	0.00
111-53421-142	BUILDING MAINTENANCE	21.50	0.00
111-53421-151	BUILDING MAINTENANCE	3,587.56	0.00
111-53421-171	BUILDING MAINTENANCE	1,015.50	0.00
111-53441-141	EQUIPMENT MAINTENAN...	685.00	0.00
111-53441-142	EQUIPMENT MAINTENAN...	491.97	0.00
111-53441-171	EQUIPMENT MAINTENAN...	2,066.97	0.00
111-53451-141	VEHICLE MAINTENANCE	100.00	0.00
111-53451-142	VEHICLE MAINTENANCE	3,465.82	0.00
111-53451-171	VEHICLE MAINTENANCE	458.74	0.00
111-53471-171	GROUNDS MAINTENANCE	3,204.19	0.00

## Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53521-111	HEATING FUEL	32.07	0.00
111-53521-141	HEATING FUEL	33.57	0.00
111-53521-142	HEATING FUEL	63.02	0.00
111-53521-151	HEATING FUEL	67.00	0.00
111-53521-171	HEATING FUEL	18.91	0.00
111-53521-172	HEATING FUEL	107.33	0.00
111-53561-111	PHONE & INTERNET	6.15	0.00
111-53561-112	PHONE & INTERNET	3.40	0.00
111-53561-114	PHONE & INTERNET	3.62	0.00
111-53561-115	PHONE & INTERNET	3.63	0.00
111-53561-121	PHONE & INTERNET	6.38	0.00
111-53561-141	PHONE & INTERNET	48.80	0.00
111-53561-142	PHONE & INTERNET	1,375.43	0.00
111-53561-143	PHONE & INTERNET	44.99	0.00
111-53561-151	PHONE & INTERNET	8.41	0.00
111-53561-171	PHONE & INTERNET	2.35	0.00
111-53561-172	PHONE & INTERNET	2.35	0.00
111-53571-141	CELLULAR PHONE	266.38	0.00
111-53631-111	RENT-MACHINES	203.82	0.00
111-53711-111	SCHOOL & CONFERENCE	-405.00	0.00
111-54391-171	PATHWAY	128.00	0.00
212-52111-212	DEPARTMENT SUPPLIES	3,451.65	0.00
212-52171-212	STREET REPAIR SUPPLIES	870.49	0.00
212-52181-212	UNIFORMS & CLOTHING	209.91	0.00
212-52411-212	POSTAGE	12.58	0.00
212-53111-212	CONTRACTUAL SERVICES	285.00	0.00
212-53152-212	BOND ISSUANCE COSTS	5,250.00	0.00
212-53431-212	ELECTRICAL MAINTENAN...	26,160.00	0.00
212-53441-212	EQUIPMENT MAINTENAN...	4,845.43	0.00
212-53491-212	STREET MAINTENANCE	3,501.50	0.00
212-53521-212	HEATING FUEL	192.76	0.00
212-53561-212	PHONE & INTERNET	6.80	0.00
212-54322-212	STREET PROJECTS	2,269,085.20	2,208,028.20
213-52111-213	DEPARTMENT SUPPLIES	200.60	0.00
213-52225-213	SUBSCRIPTIONS	180.75	0.00
213-53211-213	LEGAL FEES	80.00	0.00
213-53561-213	PHONE & INTERNET	5.63	0.00
215-52931-111	INSURED REPAIRS/REPLA...	123,507.55	0.00
218-52111-142	DEPARTMENT SUPPLIES	343.53	0.00
223-53111-113	CONTRACTUAL SERVICES	129.98	0.00
223-54311-171	STRUCTURES	762.75	0.00
224-53561-113	PHONE & INTERNET	26.96	0.00
224-59111-114	ECONOMIC DEVELOPME...	6,383.33	0.00
321-41111-111	PROPERTY TAX-GENERAL	6.61	0.00
321-57221-111	DEBT SVC(PRINC) - TIF	40,008.61	0.00
321-57222-111	DEBT SVC (INT) - TIF	54,645.38	0.00
621-52111-621	DEPARTMENT SUPPLIES	3,312.31	0.00
621-53111-621	CONTRACTUAL SERVICES	7,592.51	0.00
621-53451-621	VEHICLE MAINTENANCE	3,613.22	0.00
621-53521-621	HEATING FUEL	22.57	0.00
621-53561-621	PHONE & INTERNET	2.51	0.00
631-52111-631	DEPARTMENT SUPPLIES	5,638.40	0.00
631-53111-631	CONTRACTUAL SERVICES	6,445.42	0.00
631-53431-631	ELECTRICAL MAINTENAN...	43.29	0.00
631-53441-631	EQUIPMENT MAINTENAN...	674.33	0.00
631-53531-631	ELECTRIC POWER	11,339.07	0.00
631-53561-631	PHONE & INTERNET	2.95	0.00
641-21311	SALES TAX PAYABLE	21,679.29	21,679.29

## Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
641-52111-641	DEPARTMENT SUPPLIES	1,346.16	0.00
641-52116-641	METERS	4,786.71	0.00
641-52117-641	SAMPLES	975.00	0.00
641-52411-641	POSTAGE	952.27	0.00
641-52611-641	CHEMICALS	8,720.25	0.00
641-53111-641	CONTRACTUAL SERVICES	546.40	0.00
641-53441-641	EQUIPMENT MAINTENAN...	90.05	0.00
641-53521-641	HEATING FUEL	123.36	0.00
641-53531-641	ELECTRIC POWER	15,441.69	0.00
641-53561-641	PHONE & INTERNET	2.10	0.00
641-53631-641	RENT-MACHINES	64.62	0.00
661-21311	SALES TAX PAYABLE	692.26	692.26
661-53111-661	CONTRACTUAL SERVICES	119.88	0.00
661-53561-661	PHONE & INTERNET	0.47	0.00
713-21512	MEDICARE W/H EE PAYAB...	7,863.72	7,863.72
713-21513	FICA W/H EE PAYABLE	28,234.78	28,234.78
713-21514	FED W/H EE PAYABLE	23,130.28	23,130.28
713-21517	POL UNION DUES EE PAY	1,092.00	1,092.00
713-21518	FIRE UNION DUES EE PAY	300.00	300.00
713-21523	LIFE INS EE PAYABLE	22.75	22.75
713-21524	SMEC EE PAYABLE	130.50	130.50
713-21528	REGULAR RETIRE EE PAY	14,850.67	14,850.67
713-21529	DEFERRED COMP EE PAY	2,532.62	2,532.62
713-21531	RETIRE FIRE EE PAYABLE	7,971.25	7,971.25
713-21533	RETIRE POLICE EE PAY	11,120.81	11,120.81
713-21534	DIS INC INS EE PAYABLE	25.95	25.95
713-21539	CHILD SUPPORT EE PAY	1,654.68	1,654.68
713-21541	HSA EE PAYABLE	10,489.50	10,489.50
721-53561-721	PHONE & INTERNET	0.54	0.00
721-54411-721	EQUIPMENT	6,950.00	0.00
725-52111-725	DEPARTMENT SUPPLIES	1,945.11	0.00
725-52531-725	OIL & ANTIFREEZE	106.09	0.00
725-53441-725	EQUIPMENT MAINTENAN...	3,457.47	0.00
725-53521-725	HEATING FUEL	25.86	0.00
725-53561-725	PHONE & INTERNET	0.83	0.00
812-53861-112	PREMIUM EXPENSE	39,429.20	0.00
812-53862-112	CLAIMS EXPENSE	105,034.69	105,034.69
812-53863-112	FLEXIBLE BENFT EXPENSES	654.20	654.20
812-59913-112	TAX EXPENSE	688.34	0.00
<b>Grand Total:</b>		<b>3,024,173.02</b>	<b>2,445,696.32</b>

## Project Account Summary

Project Account Key	Expense Amount	Payment Amount
**None**	2,717,326.74	2,445,696.32
2118652931	123,507.55	0.00
2123153111	129.98	0.00
2124243105	456.27	0.00
2147853111	87,500.00	0.00
21852111142	343.53	0.00
3122057221	40,008.61	0.00
3122057222	54,645.38	0.00
3122241111	3.76	0.00
3122341111	2.85	0.00
6002053111	119.88	0.00
6002053561	0.47	0.00
7000354391	128.00	0.00
<b>Grand Total:</b>	<b>3,024,173.02</b>	<b>2,445,696.32</b>

# **City of Scottsbluff, Nebraska**

**Monday, July 6, 2020**

**Regular Meeting**

## **Item Fin Rep1**

**Council to receive the May 2020 Financial Report.**

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

# City of Scottsbluff

## FUND EQUITY IN CASH - YEAR TO DATE

FOR THE EIGHT MONTHS ENDED MAY 31, 2020 AND 2019

Fund	Fund #	OCTOBER 1, 2018	OCTOBER 1, 2019	
		MAY 31, 2019	MAY 31, 2020	
		NET CHANGE IN CASH	NET CHANGE IN CASH	
General	111	\$ 616,856.95	\$ 560,700.17	REDUCED EXPENSES RELATED TO SHUTDOWN
Regional Library	211	\$ (672.90)	\$ 1,647.88	
Transportation	212	\$ (964,113.16)	\$ 365,908.78	REDUCED EXPENSES RELATED TO SHUTDOWN
Cemetery	213	\$ (39,265.91)	\$ (9,259.70)	
Cemetery Perp Care	214	\$ 16,413.21	\$ 62,537.13	
Special Projects	215	\$ 11,469.94	\$ 1,085,421.18	HAIL INSURANCE PROCEEDS
Business Improvement	216	\$ 5,132.16	\$ 9,658.95	
Public Safety	218	\$ (13,243.77)	\$ (17,003.25)	HAIL INSURANCE PROCEEDS, LESS ANNUAL COMM CENTER PAYMENT
Scb Industrial Sites	219	\$ (101,178.92)	\$ 1,961.74	
Keno	223	\$ (76,815.37)	\$ (8,592.36)	BALLON FEST PMT, PURCHASE PLAYGROUND EQUIPMENT
Economic Development	224	\$ (641,435.56)	\$ 59,094.74	
Mutual Fire Organization	225	\$ 61,319.81	\$ 99,052.79	
Debt Service	311	\$ (29,509.37)	\$ 76,983.07	
TIF	321	\$ (61,566.08)	\$ (60,684.57)	BONDHOLDER PAYMENTS
CDBG	411	\$ 154.98	\$ 712.34	
Leasing Corporation	412	\$ 13.77	\$ 140.42	
Capital Projects	511	\$ (13,102.37)	\$ (4,412.23)	PARKS PURCHASE ONE NEW MOWER
Environmental Services	621	\$ 548,438.53	\$ 386,225.46	REDUCED EXPENSES RELATED TO SHUTDOWN
Wastewater	631	\$ 123,827.54	\$ 603,356.02	REDUCED EXPENSES RELATED TO SHUTDOWN
Water	641	\$ 211,456.27	\$ 225,767.82	REDUCED EXPENSES RELATED TO SHUTDOWN
Electric	651	\$ 7,223.65	\$ 33,204.47	
Stormwater	661	\$ (260,489.60)	\$ (25,267.75)	BOND PAYMENTS
GIS	721	\$ (6,473.09)	\$ 11,342.29	
Central Garage	725	\$ (126,775.49)	\$ (107,929.63)	INTERNAL SERVICE FUND
Unemployment Comp	811	\$ 337.30	\$ 1,514.98	
Health Insurance	812	\$ 282,334.25	\$ 290,825.38	EE PREMIUM PAYMENTS, REINSURANCE PAYMENTS IN EXCESS OF CLAIMS
TOTAL		\$ (449,663.23)	\$ 3,642,906.12	

# City of Scottsbluff

## Fund Equity in Cash

May 31, 2020

Fund	Fund #	2 YRS PRIOR May 31, 2018	PRIOR YEAR May 31, 2019	PRIOR MONTH April 30, 2020	CURRENT MONTH May 31, 2020	MONTHLY CHANGE IN CASH
General	111	\$ 5,924,946.15	\$ 6,738,548.95	\$ 7,799,100.15	\$ 8,004,311.07	\$ 205,210.92
Regional Library	211	46,342.18	48,665.26	53,464.67	53,491.02	\$ 26.35
Transportation	212	2,670,925.25	3,433,835.07	3,486,210.34	3,678,406.36	\$ 192,196.02
Cemetery	213	10,906.78	7,934.02	85,767.04	74,460.77	\$ (11,306.27)
Cemetery Perp Care	214	723,055.00	742,191.64	726,549.21	771,164.85	\$ 44,615.64
Special Projects	215	272,609.64	131,631.54	1,300,897.62	1,257,477.59	\$ (43,420.03)
Business Improvement	216	256,180.75	271,549.39	244,663.43	263,259.23	\$ 18,595.80
Public Safety	217	357,430.96	408,224.90	412,838.42	441,197.23	\$ 28,358.81
Scb Industrial Sites	218	169,314.52	68,553.60	70,784.40	70,817.28	\$ 32.88
Keno	222	237,396.44	184,496.26	169,357.61	170,013.54	\$ 655.93
Economic Development	223	4,864,603.87	3,768,113.87	4,210,115.97	4,282,816.06	\$ 72,700.09
Mutual Fire Organization	224	276,868.84	339,979.64	378,696.66	431,757.33	\$ 53,060.67
Debt Service	311	3,125,909.10	3,330,563.38	3,361,352.41	3,656,848.87	\$ 295,496.46
TIF	321	298,341.43	310,621.20	213,687.41	309,574.16	\$ 95,886.75
CDBG	411	30,779.93	31,134.01	32,078.28	32,094.09	\$ 15.81
Leasing Corporation	412	6,731.91	6,789.22	6,980.21	6,983.65	\$ 3.44
Capital Projects	511	83,892.93	64,802.05	78,731.70	81,471.23	\$ 2,739.53
Environmental Services	621	1,440,350.59	2,235,874.58	2,786,445.24	2,949,960.62	\$ 163,515.38
Wastewater	631	2,739,292.97	2,730,006.37	3,092,849.30	3,248,738.02	\$ 155,888.72
Water	641	1,678,664.79	2,119,531.01	2,627,104.40	2,683,593.28	\$ 56,488.88
Electric	651	1,434,756.36	1,451,261.07	1,495,276.59	1,496,013.47	\$ 736.88
Stormwater	661	593,157.89	602,087.77	572,270.22	582,787.74	\$ 10,517.52
GIS	721	30,335.63	53,093.11	96,053.60	92,430.08	\$ (3,623.52)
Central Garage	725	(192,773.36)	(366,477.10)	(496,775.33)	(505,861.04)	\$ (9,085.71)
Unemployment Comp	811	66,994.85	67,765.53	69,785.34	69,819.73	\$ 34.39
Health Insurance	812	1,778,719.13	2,160,388.75	2,654,267.41	2,778,510.31	\$ 124,242.90
<b>TOTAL</b>		<b>\$ 28,925,734.53</b>	<b>\$ 30,941,165.09</b>	<b>\$ 35,528,552.30</b>	<b>\$ 36,982,136.54</b>	<b>\$ 1,453,584.24</b>



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

	2017-2018 YTD Activity	2018-2019 YTD Activity	2019-2020 Budget	May 2019-2020 MTD Activity	2019-2020 YTD Activity	2019-2020 Budget Remaining	% Budget Remaining
<b><u>111 - GENERAL</u></b>							
400 - Taxes	3,645,232.03	3,534,400.34	4,875,642.00	492,676.90	3,855,767.26	1,019,874.74	21 %
412 - Intergovernmental	61,806.97	53,935.69	100,474.00	19,188.41	72,940.28	27,533.72	27 %
420 - Charges for Services	237,013.31	301,584.38	470,550.00	31,314.46	221,061.63	249,488.37	53 %
460 - Investment Income	44,878.09	85,215.14	50,000.00	3,942.64	74,972.87	(24,972.87)	-50 %
470 - Miscellaneous Revenues	640,111.25	61,950.34	33,185.00	4,357.13	79,767.06	(46,582.06)	-140 %
480 - Other Financing Uses	2,269,579.72	2,444,183.31	2,877,000.00	222,784.34	1,995,146.76	881,853.24	31 %
<b>111 - GENERAL Totals:</b>	<b>6,898,621.37</b>	<b>6,481,269.20</b>	<b>8,406,851.00</b>	<b>774,263.88</b>	<b>6,299,655.86</b>	<b>0.00</b>	<b>25 %</b>
<b><u>211 - REGIONAL LIBRARY</u></b>							
460 - Investment Income	410.38	679.92	400.00	26.35	525.22	(125.22)	-31 %
470 - Miscellaneous Revenues	769.05	808.60	1,000.00	0.00	484.85	515.15	52 %
<b>211 - REGIONAL LIBRARY Totals:</b>	<b>1,179.43</b>	<b>1,488.52</b>	<b>1,400.00</b>	<b>26.35</b>	<b>1,010.07</b>	<b>0.00</b>	<b>28 %</b>
<b><u>212 - TRANSPORTATION</u></b>							
400 - Taxes	761,501.63	727,525.86	1,109,910.00	208,137.69	951,030.13	158,879.87	14 %
412 - Intergovernmental	1,351,696.31	1,426,861.64	2,101,426.00	141,160.37	1,529,210.05	572,215.95	27 %
420 - Charges for Services	27,665.00	27,022.50	0.00	0.00	36,987.50	(36,987.50)	0 %
460 - Investment Income	20,290.85	44,657.24	10,000.00	1,811.85	30,661.69	(20,661.69)	-207 %
470 - Miscellaneous Revenues	234,915.78	9,561.11	0.00	0.00	37,770.65	(37,770.65)	0 %
480 - Other Financing Uses	0.00	0.00	1,700,000.00	0.00	18,520.98	1,681,479.02	99 %
<b>212 - TRANSPORTATION Totals:</b>	<b>2,396,069.57</b>	<b>2,235,628.35</b>	<b>4,921,336.00</b>	<b>351,109.91</b>	<b>2,604,181.00</b>	<b>0.00</b>	<b>47 %</b>
<b><u>213 - CEMETERY</u></b>							
420 - Charges for Services	33,050.00	39,250.00	53,800.00	1,600.00	24,800.00	29,000.00	54 %
460 - Investment Income	225.06	891.16	100.00	36.68	912.83	(812.83)	-813 %
470 - Miscellaneous Revenues	24,901.80	22,000.00	33,000.00	2,950.00	25,300.00	7,700.00	23 %
480 - Other Financing Uses	65,000.00	105,000.00	140,000.00	0.00	70,000.00	70,000.00	50 %
<b>213 - CEMETERY Totals:</b>	<b>123,176.86</b>	<b>167,141.16</b>	<b>226,900.00</b>	<b>4,586.68</b>	<b>121,012.83</b>	<b>0.00</b>	<b>47 %</b>
<b><u>214 - CEMETARY PERPETUAL CARE</u></b>							
400 - Taxes	105,451.75	102,324.49	165,000.00	43,635.79	105,930.27	59,069.73	36 %



	2017-2018 YTD Activity	2018-2019 YTD Activity	2019-2020 Budget	May 2019-2020 MTD Activity	2019-2020 YTD Activity	2019-2020 Budget Remaining	% Budget Remaining
420 - Charges for Services	11,400.00	15,800.00	17,000.00	600.00	10,400.00	6,600.00	39 %
460 - Investment Income	5,791.03	9,590.95	4,000.00	379.85	7,030.72	(3,030.72)	-76 %
<b>214 - CEMETARY PERPETUAL CARE Totals:</b>	<b>122,642.78</b>	<b>127,715.44</b>	<b>186,000.00</b>	<b>44,615.64</b>	<b>123,360.99</b>	<b>0.00</b>	<b>34 %</b>
<b><u>215 - SPECIAL PROJECTS</u></b>							
400 - Taxes	83,379.00	51,437.67	0.00	3,344.20	62,436.83	(62,436.83)	0 %
412 - Intergovernmental	10,750.21	44,366.95	0.00	373.36	6,374.40	(6,374.40)	0 %
450 - Contributions & Donations	3,557.00	3,314.00	0.00	25.00	3,185.00	(3,185.00)	0 %
460 - Investment Income	2,189.38	2,010.24	1,000.00	619.39	11,342.21	(10,342.21)	-1,034 %
470 - Miscellaneous Revenues	10,546.55	823.75	500,000.00	0.00	1,085,839.66	(585,839.66)	-117 %
<b>215 - SPECIAL PROJECTS Totals:</b>	<b>110,422.14</b>	<b>101,952.61</b>	<b>501,000.00</b>	<b>4,361.95</b>	<b>1,169,178.10</b>	<b>0.00</b>	<b>-133 %</b>
<b><u>216 - BUSINESS IMPROVEMENT</u></b>							
400 - Taxes	34,026.28	11,325.70	54,300.00	18,551.55	27,305.31	26,994.69	50 %
412 - Intergovernmental	0.00	25,258.00	0.00	0.00	0.00	0.00	0 %
460 - Investment Income	2,096.22	3,797.97	1,500.00	129.67	2,440.58	(940.58)	-63 %
<b>216 - BUSINESS IMPROVEMENT Totals:</b>	<b>36,122.50</b>	<b>40,381.67</b>	<b>55,800.00</b>	<b>18,681.22</b>	<b>29,745.89</b>	<b>0.00</b>	<b>47 %</b>
<b><u>218 - PUBLIC SAFETY</u></b>							
400 - Taxes	137,477.86	133,400.84	216,000.00	56,888.14	138,101.66	77,898.34	36 %
412 - Intergovernmental	42,408.60	3,368.21	0.00	343.53	7,060.30	(7,060.30)	0 %
460 - Investment Income	3,009.18	4,799.08	2,000.00	217.32	4,079.07	(2,079.07)	-104 %
470 - Miscellaneous Revenues	0.00	0.00	0.00	0.00	118,981.67	(118,981.67)	0 %
<b>218 - PUBLIC SAFETY Totals:</b>	<b>182,895.64</b>	<b>141,568.13</b>	<b>218,000.00</b>	<b>57,448.99</b>	<b>268,222.70</b>	<b>0.00</b>	<b>-23 %</b>
<b><u>219 - INDUSTRIAL SITES</u></b>							
460 - Investment Income	1,708.26	1,427.85	200.00	34.88	698.69	(498.69)	-249 %
<b>219 - INDUSTRIAL SITES Totals:</b>	<b>1,708.26</b>	<b>1,427.85</b>	<b>200.00</b>	<b>34.88</b>	<b>698.69</b>	<b>0.00</b>	<b>-249 %</b>
<b><u>223 - KENO</u></b>							
460 - Investment Income	1,897.98	2,895.35	1,000.00	83.74	1,667.34	(667.34)	-67 %
470 - Miscellaneous Revenues	62,585.32	50,149.63	70,000.00	572.19	38,931.94	31,068.06	44 %
<b>223 - KENO Totals:</b>	<b>64,483.30</b>	<b>53,044.98</b>	<b>71,000.00</b>	<b>655.93</b>	<b>40,599.28</b>	<b>0.00</b>	<b>43 %</b>
<b><u>224 - ECONOMIC DEVELOPMENT</u></b>							
400 - Taxes	657,934.90	634,770.46	849,991.00	82,173.36	731,625.65	118,365.35	14 %

	2017-2018 YTD Activity	2018-2019 YTD Activity	2019-2020 Budget	May 2019-2020 MTD Activity	2019-2020 YTD Activity	2019-2020 Budget Remaining	% Budget Remaining
460 - Investment Income	45,439.33	53,864.73	30,000.00	2,109.56	43,934.14	(13,934.14)	-46 %
470 - Miscellaneous Revenues	77,970.94	476,677.74	324,253.00	3,967.92	211,318.47	112,934.53	35 %
<b>224 - ECONOMIC DEVELOPMENT Totals:</b>	<b>781,345.17</b>	<b>1,165,312.93</b>	<b>1,204,244.00</b>	<b>88,250.84</b>	<b>986,878.26</b>	<b>0.00</b>	<b>18 %</b>
<b><u>225 - MUTUAL FIRE</u></b>							
412 - Intergovernmental	285,715.00	0.00	0.00	0.00	3,145.00	(3,145.00)	0 %
460 - Investment Income	2,263.12	4,080.57	2,000.00	212.67	3,799.37	(1,799.37)	-90 %
470 - Miscellaneous Revenues	105,696.00	94,507.00	94,507.00	52,848.00	105,696.00	(11,189.00)	-12 %
<b>225 - MUTUAL FIRE Totals:</b>	<b>393,674.12</b>	<b>98,587.57</b>	<b>96,507.00</b>	<b>53,060.67</b>	<b>112,640.37</b>	<b>0.00</b>	<b>-17 %</b>
<b><u>311 - DEBT SERVICE</u></b>							
400 - Taxes	549,535.32	564,090.27	946,741.00	281,071.74	609,810.35	336,930.65	36 %
460 - Investment Income	24,439.32	40,706.40	20,000.00	1,801.23	32,281.47	(12,281.47)	-61 %
470 - Miscellaneous Revenues	79,084.66	92,275.56	103,409.00	12,623.49	84,137.99	19,271.01	19 %
480 - Other Financing Uses	0.00	0.00	1,000,000.00	0.00	0.00	1,000,000.00	100 %
<b>311 - DEBT SERVICE Totals:</b>	<b>653,059.30</b>	<b>697,072.23</b>	<b>2,070,150.00</b>	<b>295,496.46</b>	<b>726,229.81</b>	<b>0.00</b>	<b>65 %</b>
<b><u>321 - TIF PROJECTS</u></b>							
400 - Taxes	326,653.46	138,537.74	439,457.00	106,179.88	141,101.51	298,355.49	68 %
460 - Investment Income	1,943.82	2,849.02	1,300.00	152.49	2,074.25	(774.25)	-60 %
480 - Other Financing Uses	0.00	0.00	300,000.00	0.00	0.00	300,000.00	100 %
<b>321 - TIF PROJECTS Totals:</b>	<b>328,597.28</b>	<b>141,386.76</b>	<b>740,757.00</b>	<b>106,332.37</b>	<b>143,175.76</b>	<b>0.00</b>	<b>81 %</b>
<b><u>411 - CDBG</u></b>							
460 - Investment Income	268.50	423.44	300.00	15.81	316.33	(16.33)	-5 %
<b>411 - CDBG Totals:</b>	<b>268.50</b>	<b>423.44</b>	<b>300.00</b>	<b>15.81</b>	<b>316.33</b>	<b>0.00</b>	<b>-5 %</b>
<b><u>412 - LEASE CORPORATION</u></b>							
460 - Investment Income	58.87	92.47	50.00	3.44	68.89	(18.89)	-38 %
480 - Other Financing Uses	692,002.42	693,628.77	689,395.00	0.00	688,951.24	443.76	0 %
<b>412 - LEASE CORPORATION Totals:</b>	<b>692,061.29</b>	<b>693,721.24</b>	<b>689,445.00</b>	<b>3.44</b>	<b>689,020.13</b>	<b>0.00</b>	<b>0 %</b>
<b><u>511 - CAPITAL PROJECTS FUND</u></b>							
400 - Taxes	39,056.00	37,897.95	59,000.00	16,161.40	39,233.44	19,766.56	34 %
460 - Investment Income	592.89	1,175.92	500.00	40.13	951.78	(451.78)	-90 %
<b>511 - CAPITAL PROJECTS FUND Totals:</b>	<b>39,648.89</b>	<b>39,073.87</b>	<b>59,500.00</b>	<b>16,201.53</b>	<b>40,185.22</b>	<b>0.00</b>	<b>32 %</b>
<b><u>621 - ENVIRONMENTAL SERVICES</u></b>							

	2017-2018 YTD Activity	2018-2019 YTD Activity	2019-2020 Budget	May 2019-2020 MTD Activity	2019-2020 YTD Activity	2019-2020 Budget Remaining	% Budget Remaining
412 - Intergovernmental	0.00	20,000.00	0.00	0.00	0.00	0.00	0 %
420 - Charges for Services	1,907,917.27	1,965,480.61	2,992,612.00	240,225.77	1,998,377.07	994,234.93	33 %
460 - Investment Income	10,623.11	26,217.32	5,000.00	1,453.04	26,621.02	(21,621.02)	-432 %
470 - Miscellaneous Revenues	46.42	0.00	500.00	0.00	0.00	500.00	100 %
480 - Other Financing Uses	0.00	0.00	0.00	0.00	2,984.95	(2,984.95)	0 %
<b>621 - ENVIRONMENTAL SERVICES Totals:</b>	<b>1,918,586.80</b>	<b>2,011,697.93</b>	<b>2,998,112.00</b>	<b>241,678.81</b>	<b>2,027,983.04</b>	<b>0.00</b>	<b>32 %</b>
<b><u>631 - WASTEWATER</u></b>							
420 - Charges for Services	1,710,437.15	1,748,061.25	2,680,016.00	221,690.54	1,760,597.55	919,418.45	34 %
440 - Rents	11,005.00	750.00	0.00	0.00	0.00	0.00	0 %
460 - Investment Income	22,073.67	34,345.13	15,000.00	1,600.21	28,332.80	(13,332.80)	-89 %
480 - Other Financing Uses	0.00	0.00	0.00	0.00	11,235.18	(11,235.18)	0 %
<b>631 - WASTEWATER Totals:</b>	<b>1,743,515.82</b>	<b>1,783,156.38</b>	<b>2,695,016.00</b>	<b>223,290.75</b>	<b>1,800,165.53</b>	<b>0.00</b>	<b>33 %</b>
<b><u>641 - WATER</u></b>							
420 - Charges for Services	1,178,942.80	1,215,196.84	1,951,089.00	122,506.13	1,192,924.76	758,164.24	39 %
440 - Rents	22,701.58	23,710.65	39,788.00	3,294.12	29,643.95	10,144.05	25 %
460 - Investment Income	15,776.41	28,290.26	15,000.00	1,321.84	25,503.22	(10,503.22)	-70 %
470 - Miscellaneous Revenues	16,868.97	22,953.58	5,000.00	566.31	20,275.30	(15,275.30)	-306 %
<b>641 - WATER Totals:</b>	<b>1,234,289.76</b>	<b>1,290,151.33</b>	<b>2,010,877.00</b>	<b>127,688.40</b>	<b>1,268,347.23</b>	<b>0.00</b>	<b>37 %</b>
<b><u>651 - ELECTRIC</u></b>							
460 - Investment Income	12,513.54	19,737.95	10,000.00	736.88	14,745.28	(4,745.28)	-47 %
470 - Miscellaneous Revenues	2,027,579.72	2,255,683.31	2,700,000.00	222,784.34	1,906,646.76	793,353.24	29 %
<b>651 - ELECTRIC Totals:</b>	<b>2,040,093.26</b>	<b>2,275,421.26</b>	<b>2,710,000.00</b>	<b>223,521.22</b>	<b>1,921,392.04</b>	<b>0.00</b>	<b>29 %</b>
<b><u>661 - STORMWATER</u></b>							
420 - Charges for Services	53,639.64	65,238.32	117,600.00	10,174.31	76,783.52	40,816.48	35 %
460 - Investment Income	5,472.49	8,593.51	3,400.00	287.06	5,557.18	(2,157.18)	-63 %
470 - Miscellaneous Revenues	269.43	0.00	8,407.00	(160.00)	14,210.40	(5,803.40)	-69 %
480 - Other Financing Uses	25,000.00	25,000.00	50,000.00	0.00	25,000.00	25,000.00	50 %
<b>661 - STORMWATER Totals:</b>	<b>84,381.56</b>	<b>98,831.83</b>	<b>179,407.00</b>	<b>10,301.37</b>	<b>121,551.10</b>	<b>0.00</b>	<b>32 %</b>
<b><u>713 - CASH &amp; INVESTMENT POOL</u></b>							
470 - Miscellaneous Revenues	5.19	8.81	0.00	0.00	(5.51)	5.51	0 %
<b>713 - CASH &amp; INVESTMENT POOL Totals:</b>	<b>5.19</b>	<b>8.81</b>	<b>0.00</b>	<b>0.00</b>	<b>(5.51)</b>	<b>0.00</b>	<b>0 %</b>

	2017-2018 YTD Activity	2018-2019 YTD Activity	2019-2020 Budget	May 2019-2020 MTD Activity	2019-2020 YTD Activity	2019-2020 Budget Remaining	% Budget Remaining
<b><u>721 - GIS SERVICES</u></b>							
460 - Investment Income	371.45	791.84	200.00	45.53	953.39	(753.39)	-377 %
480 - Other Financing Uses	48,500.00	48,500.00	105,575.00	0.00	52,787.50	52,787.50	50 %
<b>721 - GIS SERVICES Totals:</b>	<b>48,871.45</b>	<b>49,291.84</b>	<b>105,775.00</b>	<b>45.53</b>	<b>53,740.89</b>	<b>0.00</b>	<b>49 %</b>
<b><u>725 - CENTRAL GARAGE</u></b>							
420 - Charges for Services	112,935.90	124,463.96	230,200.00	3,077.47	66,039.13	164,160.87	71 %
<b>725 - CENTRAL GARAGE Totals:</b>	<b>112,935.90</b>	<b>124,463.96</b>	<b>230,200.00</b>	<b>3,077.47</b>	<b>66,039.13</b>	<b>0.00</b>	<b>71 %</b>
<b><u>811 - UNEMPLOYMENT COMP</u></b>							
460 - Investment Income	584.32	921.65	500.00	34.39	688.16	(188.16)	-38 %
<b>811 - UNEMPLOYMENT COMP Totals:</b>	<b>584.32</b>	<b>921.65</b>	<b>500.00</b>	<b>34.39</b>	<b>688.16</b>	<b>0.00</b>	<b>-38 %</b>
<b><u>812 - HEALTH INSURANCE</u></b>							
460 - Investment Income	13,359.21	25,619.32	5,000.00	1,368.59	24,038.27	(19,038.27)	-381 %
470 - Miscellaneous Revenues	1,672,546.97	1,607,823.16	2,086,000.00	172,908.59	1,402,066.50	683,933.50	33 %
<b>812 - HEALTH INSURANCE Totals:</b>	<b>1,685,906.18</b>	<b>1,633,442.48</b>	<b>2,091,000.00</b>	<b>174,277.18</b>	<b>1,426,104.77</b>	<b>0.00</b>	<b>32 %</b>



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

	2017-2018 YTD Activity	2018-2019 YTD Activity	2019-2020 Budget	May 2019-2020 MTD Activity	2019-2020 YTD Activity	2019-2020 Budget Remaining	% Budget Remaining
<b><u>111 - GENERAL</u></b>							
500 - Personnel	4,381,034.01	4,427,743.36	6,828,099.00	480,288.71	4,308,661.92	2,519,437.08	37 %
503 - Supplies	233,730.74	201,999.71	474,300.00	16,806.97	206,510.18	267,789.82	56 %
504 - Contract Services	1,094,350.79	1,023,377.21	1,746,998.00	63,402.37	1,084,255.11	662,742.89	38 %
550 - Capital Outlay	16,608.44	33,711.02	1,995,000.00	6,862.50	106,025.45	1,888,974.55	95 %
570 - Other Financing Uses	0.00	0.00	250,000.00	0.00	0.00	250,000.00	100 %
<b>111 - GENERAL Totals:</b>	<b>5,725,723.98</b>	<b>5,686,831.30</b>	<b>11,294,397.00</b>	<b>567,360.55</b>	<b>5,705,452.66</b>	<b>0.00</b>	<b>49 %</b>
<b><u>211 - REGIONAL LIBRARY</u></b>							
503 - Supplies	801.55	1,727.94	12,500.00	0.00	0.00	12,500.00	100 %
504 - Contract Services	814.99	0.00	3,000.00	0.00	0.00	3,000.00	100 %
<b>211 - REGIONAL LIBRARY Totals:</b>	<b>1,616.54</b>	<b>1,727.94</b>	<b>15,500.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>100 %</b>
<b><u>212 - TRANSPORTATION</u></b>							
500 - Personnel	661,940.41	674,451.17	945,441.00	64,202.95	621,895.99	323,545.01	34 %
503 - Supplies	147,110.64	128,362.68	318,150.00	27,048.37	92,597.83	225,552.17	71 %
504 - Contract Services	570,609.78	389,778.31	1,038,769.00	67,662.57	495,534.13	543,234.87	52 %
550 - Capital Outlay	280,111.07	732,579.74	2,475,000.00	0.00	49,178.47	2,425,821.53	98 %
560 - Debt Service	483,555.00	879,342.51	850,833.05	0.00	850,827.97	5.08	0 %
570 - Other Financing Uses	26,000.00	26,000.00	255,675.00	0.00	27,837.50	227,837.50	89 %
<b>212 - TRANSPORTATION Totals:</b>	<b>2,169,326.90</b>	<b>2,830,514.41</b>	<b>5,883,868.05</b>	<b>158,913.89</b>	<b>2,137,871.89</b>	<b>0.00</b>	<b>64 %</b>
<b><u>213 - CEMETERY</u></b>							
500 - Personnel	103,513.89	105,481.87	159,504.00	13,761.72	101,390.98	58,113.02	36 %
503 - Supplies	6,388.94	4,216.21	22,500.00	1,543.24	8,558.49	13,941.51	62 %
504 - Contract Services	8,817.81	9,921.60	30,666.00	587.99	14,603.12	16,062.88	52 %
550 - Capital Outlay	0.00	77,622.99	6,000.00	0.00	0.00	6,000.00	100 %
<b>213 - CEMETERY Totals:</b>	<b>118,720.64</b>	<b>197,242.67</b>	<b>218,670.00</b>	<b>15,892.95</b>	<b>124,552.59</b>	<b>0.00</b>	<b>43 %</b>
<b><u>214 - CEMETARY PERPETUAL CARE</u></b>							
504 - Contract Services	0.00	0.00	500,000.00	0.00	0.00	500,000.00	100 %
570 - Other Financing Uses	65,000.00	105,000.00	140,000.00	0.00	70,000.00	70,000.00	50 %
<b>214 - CEMETARY PERPETUAL CARE Totals:</b>	<b>65,000.00</b>	<b>105,000.00</b>	<b>640,000.00</b>	<b>0.00</b>	<b>70,000.00</b>	<b>0.00</b>	<b>89 %</b>
<b><u>215 - SPECIAL PROJECTS</u></b>							

	2017-2018 YTD Activity	2018-2019 YTD Activity	2019-2020 Budget	May 2019-2020 MTD Activity	2019-2020 YTD Activity	2019-2020 Budget Remaining	% Budget Remaining
500 - Personnel	10,550.21	9,594.40	0.00	0.00	6,001.04	(6,001.04)	0 %
503 - Supplies	3,463.46	626.82	500,000.00	0.00	10,485.58	489,514.42	98 %
504 - Contract Services	63,267.59	40,686.05	0.00	47,781.98	47,894.48	(47,894.48)	0 %
550 - Capital Outlay	0.00	7,009.19	0.00	0.00	0.00	0.00	0 %
<b>215 - SPECIAL PROJECTS Totals:</b>	<b>77,281.26</b>	<b>57,916.46</b>	<b>500,000.00</b>	<b>47,781.98</b>	<b>64,381.10</b>	<b>0.00</b>	<b>87 %</b>
<b><u>216 - BUSINESS IMPROVEMENT</u></b>							
500 - Personnel	1,169.32	9,680.99	20,000.00	0.00	17,229.77	2,770.23	14 %
503 - Supplies	6,681.00	0.00	0.00	0.00	0.00	0.00	0 %
504 - Contract Services	8,774.40	7,746.95	22,700.00	85.42	6,115.20	16,584.80	73 %
550 - Capital Outlay	0.00	15,421.27	110,000.00	0.00	0.00	110,000.00	100 %
570 - Other Financing Uses	0.00	0.00	50,000.00	0.00	0.00	50,000.00	100 %
<b>216 - BUSINESS IMPROVEMENT Totals:</b>	<b>16,624.72</b>	<b>32,849.21</b>	<b>202,700.00</b>	<b>85.42</b>	<b>23,344.97</b>	<b>0.00</b>	<b>88 %</b>
<b><u>218 - PUBLIC SAFETY</u></b>							
503 - Supplies	8,291.21	13,559.05	54,000.00	343.53	11,815.20	42,184.80	78 %
504 - Contract Services	82,418.00	88,070.22	87,700.00	260.32	85,429.36	2,270.64	3 %
550 - Capital Outlay	168,717.86	46,410.24	209,000.00	28,486.33	159,970.31	49,029.69	23 %
570 - Other Financing Uses	0.00	0.00	200,000.00	0.00	0.00	200,000.00	100 %
<b>218 - PUBLIC SAFETY Totals:</b>	<b>259,427.07</b>	<b>148,039.51</b>	<b>550,700.00</b>	<b>29,090.18</b>	<b>257,214.87</b>	<b>0.00</b>	<b>53 %</b>
<b><u>219 - INDUSTRIAL SITES</u></b>							
504 - Contract Services	270.00	675.00	50,500.00	0.00	351.00	50,149.00	99 %
570 - Other Financing Uses	153,500.00	100,000.00	0.00	0.00	0.00	0.00	0 %
<b>219 - INDUSTRIAL SITES Totals:</b>	<b>153,770.00</b>	<b>100,675.00</b>	<b>50,500.00</b>	<b>0.00</b>	<b>351.00</b>	<b>0.00</b>	<b>99 %</b>
<b><u>223 - KENO</u></b>							
503 - Supplies	10,849.97	8,091.58	13,500.00	0.00	14,109.74	(609.74)	-5 %
504 - Contract Services	15,278.37	48,574.98	21,500.00	0.00	11,017.15	10,482.85	49 %
550 - Capital Outlay	5,909.00	26,642.59	75,000.00	0.00	9,050.00	65,950.00	88 %
<b>223 - KENO Totals:</b>	<b>32,037.34</b>	<b>83,309.15</b>	<b>110,000.00</b>	<b>0.00</b>	<b>34,176.89</b>	<b>0.00</b>	<b>69 %</b>
<b><u>224 - ECONOMIC DEVELOPMENT</u></b>							
500 - Personnel	66,261.09	71,099.33	105,635.00	8,254.98	71,328.95	34,306.05	32 %
503 - Supplies	1,088.11	268.03	1,250.00	0.00	2,355.97	(1,105.97)	-88 %
504 - Contract Services	1,171,978.06	1,569,045.50	3,056,150.00	7,295.77	858,939.77	2,197,210.23	72 %
<b>224 - ECONOMIC DEVELOPMENT Totals:</b>	<b>1,239,327.26</b>	<b>1,640,412.86</b>	<b>3,163,035.00</b>	<b>15,550.75</b>	<b>932,624.69</b>	<b>0.00</b>	<b>71 %</b>

	2017-2018 YTD Activity	2018-2019 YTD Activity	2019-2020 Budget	May 2019-2020 MTD Activity	2019-2020 YTD Activity	2019-2020 Budget Remaining	% Budget Remaining
<b><u>225 - MUTUAL FIRE</u></b>							
503 - Supplies	5,232.00	23,721.15	16,000.00	0.00	11,977.25	4,022.75	25 %
504 - Contract Services	30,449.82	5,282.22	21,500.00	0.00	0.00	21,500.00	100 %
550 - Capital Outlay	333,907.90	5,843.92	150,000.00	0.00	5,365.00	144,635.00	96 %
570 - Other Financing Uses	0.00	0.00	100,000.00	0.00	0.00	100,000.00	100 %
<b>225 - MUTUAL FIRE Totals:</b>	<b>369,589.72</b>	<b>34,847.29</b>	<b>287,500.00</b>	<b>0.00</b>	<b>17,342.25</b>	<b>0.00</b>	<b>94 %</b>
<b><u>311 - DEBT SERVICE</u></b>							
504 - Contract Services	3,780.00	3,780.00	8,780.00	0.00	3,920.00	4,860.00	55 %
570 - Other Financing Uses	692,002.42	693,628.77	4,189,395.00	0.00	688,951.24	3,500,443.76	84 %
<b>311 - DEBT SERVICE Totals:</b>	<b>695,782.42</b>	<b>697,408.77</b>	<b>4,198,175.00</b>	<b>0.00</b>	<b>692,871.24</b>	<b>0.00</b>	<b>83 %</b>
<b><u>321 - TIF PROJECTS</u></b>							
560 - Debt Service	234,006.80	22,395.36	439,457.00	10,445.62	34,921.63	404,535.37	92 %
570 - Other Financing Uses	0.00	0.00	300,000.00	0.00	0.00	300,000.00	100 %
<b>321 - TIF PROJECTS Totals:</b>	<b>234,006.80</b>	<b>22,395.36</b>	<b>739,457.00</b>	<b>10,445.62</b>	<b>34,921.63</b>	<b>0.00</b>	<b>95 %</b>
<b><u>412 - LEASE CORPORATION</u></b>							
504 - Contract Services	75.00	20.00	200.00	0.00	15.00	185.00	93 %
560 - Debt Service	692,002.42	693,628.77	689,395.00	0.00	688,951.24	443.76	0 %
<b>412 - LEASE CORPORATION Totals:</b>	<b>692,077.42</b>	<b>693,648.77</b>	<b>689,595.00</b>	<b>0.00</b>	<b>688,966.24</b>	<b>0.00</b>	<b>0 %</b>
<b><u>511 - CAPITAL PROJECTS FUND</u></b>							
504 - Contract Services	0.00	0.00	90,000.00	0.00	0.00	90,000.00	100 %
550 - Capital Outlay	10,583.00	51,500.00	50,000.00	13,462.00	45,619.91	4,380.09	9 %
<b>511 - CAPITAL PROJECTS FUND Totals:</b>	<b>10,583.00</b>	<b>51,500.00</b>	<b>140,000.00</b>	<b>13,462.00</b>	<b>45,619.91</b>	<b>0.00</b>	<b>67 %</b>
<b><u>621 - ENVIRONMENTAL SERVICES</u></b>							
500 - Personnel	791,015.51	785,271.05	1,188,666.00	81,097.50	740,821.14	447,844.86	38 %
503 - Supplies	77,703.62	82,162.57	188,500.00	16,539.31	75,259.97	113,240.03	60 %
504 - Contract Services	496,371.56	496,922.21	842,304.00	12,077.61	464,008.87	378,295.13	45 %
550 - Capital Outlay	0.00	0.00	1,984,500.00	0.00	253,228.74	1,731,271.26	87 %
570 - Other Financing Uses	27,000.00	27,000.00	54,000.00	0.00	27,000.00	27,000.00	50 %
<b>621 - ENVIRONMENTAL SERVICES Totals:</b>	<b>1,392,090.69</b>	<b>1,391,355.83</b>	<b>4,257,970.00</b>	<b>109,714.42</b>	<b>1,560,318.72</b>	<b>0.00</b>	<b>63 %</b>
<b><u>631 - WASTEWATER</u></b>							

	2017-2018 YTD Activity	2018-2019 YTD Activity	2019-2020 Budget	May 2019-2020 MTD Activity	2019-2020 YTD Activity	2019-2020 Budget Remaining	% Budget Remaining
500 - Personnel	587,813.93	591,147.29	901,607.00	64,868.82	575,248.95	326,358.05	36 %
503 - Supplies	47,878.69	40,659.13	127,247.00	2,058.41	31,456.72	95,790.28	75 %
504 - Contract Services	302,542.35	319,089.10	577,526.00	19,983.03	325,856.85	251,669.15	44 %
550 - Capital Outlay	115,169.57	221,731.77	1,315,000.00	0.00	45,882.87	1,269,117.13	97 %
560 - Debt Service	322,945.35	322,945.35	337,959.00	0.00	168,979.30	168,979.70	50 %
570 - Other Financing Uses	70,000.00	70,000.00	742,450.00	0.00	71,225.00	671,225.00	90 %
<b>631 - WASTEWATER Totals:</b>	<b>1,446,349.89</b>	<b>1,565,572.64</b>	<b>4,001,789.00</b>	<b>86,910.26</b>	<b>1,218,649.69</b>	<b>0.00</b>	<b>70 %</b>
<b><u>641 - WATER</u></b>							
500 - Personnel	528,663.34	537,630.85	826,486.00	56,818.30	511,035.74	315,450.26	38 %
503 - Supplies	156,556.32	214,290.72	352,375.00	14,563.25	169,600.06	182,774.94	52 %
504 - Contract Services	239,417.99	216,277.03	475,681.00	16,028.25	248,057.42	227,623.58	48 %
550 - Capital Outlay	704,150.86	51,710.75	217,000.00	0.00	73,278.00	143,722.00	66 %
570 - Other Financing Uses	39,000.00	39,000.00	680,450.00	0.00	40,225.00	640,225.00	94 %
<b>641 - WATER Totals:</b>	<b>1,667,788.51</b>	<b>1,058,909.35</b>	<b>2,551,992.00</b>	<b>87,409.80</b>	<b>1,042,196.22</b>	<b>0.00</b>	<b>59 %</b>
<b><u>651 - ELECTRIC</u></b>							
503 - Supplies	0.00	0.00	1,000.00	0.00	0.00	1,000.00	100 %
570 - Other Financing Uses	2,027,579.72	2,255,683.31	3,450,000.00	222,784.34	1,906,646.76	1,543,353.24	45 %
<b>651 - ELECTRIC Totals:</b>	<b>2,027,579.72</b>	<b>2,255,683.31</b>	<b>3,451,000.00</b>	<b>222,784.34</b>	<b>1,906,646.76</b>	<b>0.00</b>	<b>45 %</b>
<b><u>661 - STORMWATER</u></b>							
503 - Supplies	1,892.02	595.88	14,870.00	0.00	2,439.59	12,430.41	84 %
504 - Contract Services	19,478.57	25,262.41	82,670.00	1,742.34	27,368.00	55,302.00	67 %
550 - Capital Outlay	69,410.76	200,923.13	170,000.00	0.00	12,750.00	157,250.00	93 %
560 - Debt Service	0.00	84,832.49	79,058.20	0.00	79,063.28	(5.08)	0 %
570 - Other Financing Uses	0.00	0.00	250,000.00	0.00	0.00	250,000.00	100 %
<b>661 - STORMWATER Totals:</b>	<b>90,781.35</b>	<b>311,613.91</b>	<b>596,598.20</b>	<b>1,742.34</b>	<b>121,620.87</b>	<b>0.00</b>	<b>80 %</b>
<b><u>721 - GIS SERVICES</u></b>							
500 - Personnel	41,110.04	43,116.57	61,026.00	3,634.12	28,634.34	32,391.66	53 %
503 - Supplies	196.00	326.77	3,300.00	0.00	957.67	2,342.33	71 %
504 - Contract Services	11,601.32	11,763.14	18,925.00	34.93	13,612.14	5,312.86	28 %
550 - Capital Outlay	0.00	0.00	7,000.00	0.00	0.00	7,000.00	100 %
<b>721 - GIS SERVICES Totals:</b>	<b>52,907.36</b>	<b>55,206.48</b>	<b>90,251.00</b>	<b>3,669.05</b>	<b>43,204.15</b>	<b>0.00</b>	<b>52 %</b>



	2017-2018 YTD Activity	2018-2019 YTD Activity	2019-2020 Budget	May 2019-2020 MTD Activity	2019-2020 YTD Activity	2019-2020 Budget Remaining	% Budget Remaining
<b><u>725 - CENTRAL GARAGE</u></b>							
500 - Personnel	106,567.38	109,311.93	155,910.00	11,217.56	99,581.39	56,328.61	36 %
503 - Supplies	21,915.95	25,395.31	29,700.00	0.00	17,425.15	12,274.85	41 %
504 - Contract Services	71,248.04	76,593.51	111,822.00	991.22	42,123.97	69,698.03	62 %
550 - Capital Outlay	5,217.99	0.00	0.00	0.00	0.00	0.00	0 %
<b>725 - CENTRAL GARAGE Totals:</b>	<b>204,949.36</b>	<b>211,300.75</b>	<b>297,432.00</b>	<b>12,208.78</b>	<b>159,130.51</b>	<b>0.00</b>	<b>46 %</b>
<b><u>811 - UNEMPLOYMENT COMP</u></b>							
504 - Contract Services	0.00	0.00	60,000.00	0.00	35.12	59,964.88	100 %
<b>811 - UNEMPLOYMENT COMP Totals:</b>	<b>0.00</b>	<b>0.00</b>	<b>60,000.00</b>	<b>0.00</b>	<b>35.12</b>	<b>0.00</b>	<b>100 %</b>
<b><u>812 - HEALTH INSURANCE</u></b>							
504 - Contract Services	1,322,315.17	1,313,207.84	1,998,950.00	50,034.28	1,161,521.47	837,428.53	42 %
<b>812 - HEALTH INSURANCE Totals:</b>	<b>1,322,315.17</b>	<b>1,313,207.84</b>	<b>1,998,950.00</b>	<b>50,034.28</b>	<b>1,161,521.47</b>	<b>0.00</b>	<b>42 %</b>



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

	2017-2018 YTD Activity	2018-2019 YTD Activity	2019-2020 Budget	May 2019-2020 MTD Activity	2019-2020 YTD Activity	2019-2020 Budget Remaining	% Budget Remaining
<b>111 - GENERAL</b>							
<b>111 - FINANCE</b>							
500 - Personnel	89,160.60	92,272.20	129,990.00	9,308.70	81,826.94	48,163.06	37 %
503 - Supplies	10,232.78	9,587.83	14,650.00	472.98	6,092.08	8,557.92	58 %
504 - Contract Services	60,849.43	53,653.98	75,866.00	2,101.40	66,790.46	9,075.54	12 %
<b>111 - FINANCE Totals:</b>	<b>160,242.81</b>	<b>155,514.01</b>	<b>220,506.00</b>	<b>11,883.08</b>	<b>154,709.48</b>	<b>65,796.52</b>	<b>30 %</b>
<b>112 - PERSONNEL</b>							
500 - Personnel	11,549.23	11,668.13	16,699.00	1,281.54	11,312.91	5,386.09	32 %
503 - Supplies	4,109.30	4,457.88	2,250.00	0.00	1,104.82	1,145.18	51 %
504 - Contract Services	20,729.24	16,676.23	33,050.00	2,281.02	11,185.72	21,864.28	66 %
<b>112 - PERSONNEL Totals:</b>	<b>36,387.77</b>	<b>32,802.24</b>	<b>51,999.00</b>	<b>3,562.56</b>	<b>23,603.45</b>	<b>28,395.55</b>	<b>55 %</b>
<b>113 - COUNCIL</b>							
500 - Personnel	14,607.00	15,120.40	21,100.00	1,623.00	14,607.00	6,493.00	31 %
503 - Supplies	1,489.00	1,861.37	2,000.00	0.00	1,613.00	387.00	19 %
504 - Contract Services	895.00	3,516.10	4,500.00	0.00	2,241.04	2,258.96	50 %
570 - Other Financing Uses	0.00	0.00	250,000.00	0.00	0.00	250,000.00	100 %
<b>113 - COUNCIL Totals:</b>	<b>16,991.00</b>	<b>20,497.87</b>	<b>277,600.00</b>	<b>1,623.00</b>	<b>18,461.04</b>	<b>259,138.96</b>	<b>93 %</b>
<b>114 - CITY MANAGER</b>							
500 - Personnel	14,992.43	16,586.63	24,279.00	2,112.08	19,786.75	4,492.25	19 %
503 - Supplies	38,550.47	26,101.17	56,000.00	25.00	25,874.13	30,125.87	54 %
504 - Contract Services	117,435.05	41,467.23	189,608.00	6,964.57	107,107.27	82,500.73	44 %
<b>114 - CITY MANAGER Totals:</b>	<b>170,977.95</b>	<b>84,155.03</b>	<b>269,887.00</b>	<b>9,101.65</b>	<b>152,768.15</b>	<b>117,118.85</b>	<b>43 %</b>
<b>115 - CITY CLERK</b>							
500 - Personnel	11,179.19	8,018.89	8,327.00	938.54	8,261.65	65.35	1 %
503 - Supplies	577.91	648.46	1,000.00	170.00	667.12	332.88	33 %
504 - Contract Services	5,472.65	6,915.15	11,800.00	353.96	5,324.62	6,475.38	55 %
<b>115 - CITY CLERK Totals:</b>	<b>17,229.75</b>	<b>15,582.50</b>	<b>21,127.00</b>	<b>1,462.50</b>	<b>14,253.39</b>	<b>6,873.61</b>	<b>33 %</b>
<b>116 - MIS</b>							
503 - Supplies	37,443.33	3,524.94	42,000.00	2,933.71	35,597.47	6,402.53	15 %

	2017-2018 YTD Activity	2018-2019 YTD Activity	2019-2020 Budget	May 2019-2020 MTD Activity	2019-2020 YTD Activity	2019-2020 Budget Remaining	% Budget Remaining
504 - Contract Services	29,349.79	32,207.30	67,000.00	3,313.50	40,755.81	26,244.19	39 %
550 - Capital Outlay	0.00	12,748.11	5,000.00	0.00	4,076.75	923.25	18 %
<b>116 - MIS Totals:</b>	<b>66,793.12</b>	<b>48,480.35</b>	<b>114,000.00</b>	<b>6,247.21</b>	<b>80,430.03</b>	<b>33,569.97</b>	<b>29 %</b>
<b>121 - DEVELOPMENT SERVICES</b>							
500 - Personnel	131,732.54	123,827.97	189,634.00	13,381.56	119,511.81	70,122.19	37 %
503 - Supplies	1,762.90	938.73	6,200.00	120.00	886.36	5,313.64	86 %
504 - Contract Services	37,936.59	30,157.11	59,223.00	4,608.26	39,073.68	20,149.32	34 %
<b>121 - DEVELOPMENT SERVICES Totals:</b>	<b>171,432.03</b>	<b>154,923.81</b>	<b>255,057.00</b>	<b>18,109.82</b>	<b>159,471.85</b>	<b>95,585.15</b>	<b>37 %</b>
<b>141 - FIRE</b>							
500 - Personnel	1,028,458.16	1,088,967.37	1,572,886.00	111,343.69	1,042,084.07	530,801.93	34 %
503 - Supplies	13,862.83	24,019.93	40,850.00	4,091.01	28,235.59	12,614.41	31 %
504 - Contract Services	39,313.07	58,498.94	84,093.00	4,679.05	58,003.61	26,089.39	31 %
<b>141 - FIRE Totals:</b>	<b>1,081,634.06</b>	<b>1,171,486.24</b>	<b>1,697,829.00</b>	<b>120,113.75</b>	<b>1,128,323.27</b>	<b>569,505.73</b>	<b>34 %</b>
<b>142 - POLICE</b>							
500 - Personnel	2,218,641.76	2,178,765.84	3,415,450.00	240,151.82	2,173,761.13	1,241,688.87	36 %
503 - Supplies	58,214.40	51,694.85	111,250.00	5,516.98	56,551.22	54,698.78	49 %
504 - Contract Services	227,675.43	238,259.36	349,102.00	15,446.86	226,494.70	122,607.30	35 %
<b>142 - POLICE Totals:</b>	<b>2,504,531.59</b>	<b>2,468,720.05</b>	<b>3,875,802.00</b>	<b>261,115.66</b>	<b>2,456,807.05</b>	<b>1,418,994.95</b>	<b>37 %</b>
<b>143 - EMERGENCY MANAGEMENT</b>							
500 - Personnel	59,336.58	61,227.68	88,225.00	6,838.12	60,120.77	28,104.23	32 %
503 - Supplies	3,671.47	5,621.64	13,050.00	528.31	3,663.03	9,386.97	72 %
504 - Contract Services	3,472.79	4,046.55	8,295.00	344.09	5,149.62	3,145.38	38 %
<b>143 - EMERGENCY MANAGEMENT Totals:</b>	<b>66,480.84</b>	<b>70,895.87</b>	<b>109,570.00</b>	<b>7,710.52</b>	<b>68,933.42</b>	<b>40,636.58</b>	<b>37 %</b>
<b>151 - LIBRARY</b>							
500 - Personnel	354,095.59	370,329.46	543,826.00	38,793.87	353,956.48	189,869.52	35 %
503 - Supplies	38,430.50	44,223.36	82,300.00	1,286.65	20,659.34	61,640.66	75 %
504 - Contract Services	85,456.81	83,304.46	122,653.00	7,645.42	86,383.93	36,269.07	30 %
<b>151 - LIBRARY Totals:</b>	<b>477,982.90</b>	<b>497,857.28</b>	<b>748,779.00</b>	<b>47,725.94</b>	<b>460,999.75</b>	<b>287,779.25</b>	<b>38 %</b>
<b>171 - PARKS</b>							
500 - Personnel	438,781.54	468,506.56	729,815.00	54,515.79	421,989.01	307,825.99	42 %

	2017-2018 YTD Activity	2018-2019 YTD Activity	2019-2020 Budget	May 2019-2020 MTD Activity	2019-2020 YTD Activity	2019-2020 Budget Remaining	% Budget Remaining
503 - Supplies	22,848.18	24,819.69	61,450.00	1,889.21	22,492.26	38,957.74	63 %
504 - Contract Services	164,807.83	138,476.73	279,353.00	9,739.55	140,709.12	138,643.88	50 %
550 - Capital Outlay	16,608.44	20,962.91	1,990,000.00	6,862.50	101,948.70	1,888,051.30	95 %
<b>171 - PARKS Totals:</b>	<b>643,045.99</b>	<b>652,765.89</b>	<b>3,060,618.00</b>	<b>73,007.05</b>	<b>687,139.09</b>	<b>2,373,478.91</b>	<b>78 %</b>
<b>172 - RECREATION</b>							
500 - Personnel	8,499.39	(7,547.77)	87,868.00	0.00	1,443.40	86,424.60	98 %
503 - Supplies	2,537.67	4,499.86	41,300.00	(226.88)	3,073.76	38,226.24	93 %
504 - Contract Services	300,957.11	316,198.07	462,455.00	5,924.69	295,035.53	167,419.47	36 %
<b>172 - RECREATION Totals:</b>	<b>311,994.17</b>	<b>313,150.16</b>	<b>591,623.00</b>	<b>5,697.81</b>	<b>299,552.69</b>	<b>292,070.31</b>	<b>49 %</b>
<b>111 - GENERAL Totals:</b>	<b>5,725,723.98</b>	<b>5,686,831.30</b>	<b>11,294,397.00</b>	<b>567,360.55</b>	<b>5,705,452.66</b>	<b>0.00</b>	<b>49 %</b>
<b><u>211 - REGIONAL LIBRARY</u></b>							
<b>151 - LIBRARY</b>							
503 - Supplies	801.55	1,727.94	12,500.00	0.00	0.00	12,500.00	100 %
504 - Contract Services	814.99	0.00	3,000.00	0.00	0.00	3,000.00	100 %
<b>151 - LIBRARY Totals:</b>	<b>1,616.54</b>	<b>1,727.94</b>	<b>15,500.00</b>	<b>0.00</b>	<b>0.00</b>	<b>15,500.00</b>	<b>100 %</b>
<b>211 - REGIONAL LIBRARY Totals:</b>	<b>1,616.54</b>	<b>1,727.94</b>	<b>15,500.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>100 %</b>
<b><u>212 - TRANSPORTATION</u></b>							
<b>111 - FINANCE</b>							
500 - Personnel	17,560.71	19,957.12	28,155.00	2,313.92	20,380.50	7,774.50	28 %
<b>111 - FINANCE Totals:</b>	<b>17,560.71</b>	<b>19,957.12</b>	<b>28,155.00</b>	<b>2,313.92</b>	<b>20,380.50</b>	<b>7,774.50</b>	<b>28 %</b>
<b>112 - PERSONNEL</b>							
500 - Personnel	7,699.24	7,778.78	11,132.00	854.34	7,541.83	3,590.17	32 %
<b>112 - PERSONNEL Totals:</b>	<b>7,699.24</b>	<b>7,778.78</b>	<b>11,132.00</b>	<b>854.34</b>	<b>7,541.83</b>	<b>3,590.17</b>	<b>32 %</b>
<b>114 - CITY MANAGER</b>							
500 - Personnel	9,994.79	11,057.82	16,185.00	1,408.06	13,191.26	2,993.74	18 %
<b>114 - CITY MANAGER Totals:</b>	<b>9,994.79</b>	<b>11,057.82</b>	<b>16,185.00</b>	<b>1,408.06</b>	<b>13,191.26</b>	<b>2,993.74</b>	<b>18 %</b>
<b>115 - CITY CLERK</b>							
500 - Personnel	7,452.75	5,346.15	5,551.00	625.70	5,507.84	43.16	1 %
<b>115 - CITY CLERK Totals:</b>	<b>7,452.75</b>	<b>5,346.15</b>	<b>5,551.00</b>	<b>625.70</b>	<b>5,507.84</b>	<b>43.16</b>	<b>1 %</b>

# **City of Scottsbluff, Nebraska**

**Monday, July 6, 2020**

**Regular Meeting**

## **Item Public Inp1**

**Council to receive an update on the Platte Alliance Water Supply (PAWS) Level 2 Study including the next steps to move forward.**

**Staff Contact: Dave Schaff, Engineer**

## Agenda Statement

Item No.

For Meeting of: July 6<sup>th</sup>, 2020

**AGENDA TITLE:** Platte Alliance Water Supply (PAWS) Update

**SUBMITTED BY DEPARTMENT/ORGANIZATION:** PAWS Governance, Scott Shaver

**PRESENTATION BY:** Dave Schaff, Mike Olsen

**SUMMARY EXPLANATION:**

Provide a summary of the PAWS Level 2 Study and share next steps

**BOARD/COMMISSION RECOMMENDATION:**

**STAFF RECOMMENDATION:**

---

**EXHIBITS**

Resolution ☐

Ordinance ☐

Contract ☐

Minutes ☐

Plan/Map ☐

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

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

Please list names and addresses required for notification.

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

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Rev: 11/15/12 City Clerk

# **City of Scottsbluff, Nebraska**

**Monday, July 6, 2020**

**Regular Meeting**

## **Item Public Inp2**

**Council to discuss and consider action on a Community Festival Permit to include food vendors and noise permit for the Downtown Scottsbluff Association's "Sidewalk Sales" on Broadway from 14th St. to 20th St. on July 16, 17, & 18, 2020 from 7:00 a.m. to 7:00 p.m.**

**Staff Contact: Kim Wright, City Clerk**

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

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

1. Downtown Scottsbluff Association  
(name of sponsoring organization)  
1703 Broadway Scottsbluff NE 308-765-0599  
(street) (city) (state) (telephone number)  
Angela Kembel  
(chairperson responsible for event) (day telephone number)

2. \_\_\_\_\_  
(name of co-sponsoring organization)  
\_\_\_\_\_  
(street) (city) (state) (telephone number)  
\_\_\_\_\_  
(contact person) (day telephone number)

**3. Event Information**

Sidewalk Sales  
(name of event)  
July 16, 17, 18 all day varies  
(date(s) of event) (time(s) of event)  
Broadway 14<sup>th</sup> to 20<sup>th</sup> St.  
(location of event)

**4. Activity Information**

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

Food vendors, music, sidewalk displays  
& tables

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

**5. Street Closure**

\_\_\_\_\_  
Please note any streets to be closed and the times required for closure

**6. Flags/Banners/Signs**

Canvas & sign banners

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



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

Community Festival/Business Promotion

Street Carnival

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

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

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

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

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

Dated: 7/1/20

Signed:

Downtown Association  
(name of sponsoring organization)  
Scottsbluff

Nancy Dillman for  
(signature of authorized representative of sponsoring organization) Angela Scanlan

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

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



DOWNSCO-01

DWICK

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/8/2020


THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> J.G. Elliott Insurance Center 1110 Circle Drive Scottsbluff, NE 69361	<b>CONTACT</b> Dedra Wick	
	<b>PHONE</b> (A/C, No, Ext): (308) 633-9704	<b>FAX</b> (A/C, No): (308) 632-7359
<b>INSURED</b>  Downtown Scottsbluff Association P O Box 28 Scottsbluff, NE 69363	<b>E-MAIL</b> Address: dwick@jgelliott.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> United States Liability Insurance Company	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Automatic AI per contract GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		NBP1559995	6/2/2020	6/2/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b> <input type="checkbox"/>						
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  City of Scottsbluff 2525 Circle Drive Scottsbluff, NE 69361	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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# **City of Scottsbluff, Nebraska**

**Monday, July 6, 2020**

**Regular Meeting**

## **Item Public Inp3**

**Council to discuss and consider action on five Special Designated Liquor Licenses for BDS3C, LLC dba Flyover Brewing Company to serve beer at the Bands on Broadway Summer Series at the Downtown Plaza on July 16th, 23rd, 30th, August 6th and 13th, 2020; 5:00-10:00 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

BDS3C LLC DBA Flyover Brewing Company

Retail Liquor License Name or \*Non-Profit Organization (\*Must include Form #201 as Page 2)  
1824 Broadway, Scottsbluff, NE. 69361

Retail Liquor License Address or Non-Profit Business Address  
122206

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only 7/16/20

Event Date(s):

5 pm

Event Start Time(s):

10 pm

Event End Time(s):

None

Alternate Date:

None

Alternate Location Building & Address:

18th Street Plaza

Event Building Name:

18th Street Plaza, Scottsbluff

Event Street Address/City:

Indoor area to be licensed in length & width: ☒ X ☐

see 109

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

Community Concert

500

Type of Event: Estimate # of attendees:

Type of alcohol to be served: ☒ X Beer ☐ Wine ☐ Distilled Spirits ☐

(If not marked, you will not be able to serve this type of alcohol)

Joe Margheim

308-225-0275

Event Contact Name: Event Contact Phone Number:

joe@flyoverbrewingco.com

Event Contact Email:

\*Signature Authorized Representative: Printed Name Joe Margheim

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



**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

BDS3C LLC DBA Flyover Brewing Company

Retail Liquor License Name or \*Non-Profit Organization (\*Must include Form #201 as Page 2)  
1824 Broadway, Scottsbluff, NE. 69361

Retail Liquor License Address or Non-Profit Business Address  
122206

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only 7/23/20

Event Date(s): 5 pm

Event Start Time(s): 10 pm

Event End Time(s): None

Alternate Date: None

Alternate Location Building & Address: 18th Street Plaza

Event Building Name: 18th Street Plaza, Scottsbluff

Event Street Address/City:

Indoor area to be licensed in length & width: ☒ X see 109

Outdoor area to be licensed in length & width: ☒ X 500 (Diagram Form #109 must be attached)  
Community Concert

Type of Event: Estimate # of attendees:

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

Event Contact Name: Joe Margheim Event Contact Phone Number: 308-225-0275

Event Contact Email: joe@flyoverbrewingco.com

\*Signature Authorized Representative:  Printed Name Joe Margheim

*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

**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

BDS3C LLC DBA Flyover Brewing Company

Retail Liquor License Name or \*Non-Profit Organization (\*Must include Form #201 as Page 2)  
1824 Broadway, Scottsbluff, NE. 69361

Retail Liquor License Address or Non-Profit Business Address  
122206

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only 7/30/20

Event Date(s): \_\_\_\_\_

Event Start Time(s): 5 pm \_\_\_\_\_

Event End Time(s): 10 pm \_\_\_\_\_

Event End Time(s): \_\_\_\_\_

None

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

None

Alternate Location Building & Address: \_\_\_\_\_

Event Building Name: 18th Street Plaza

Event Street Address/City: 18th Street Plaza, Scottsbluff

Event Street Address/City: \_\_\_\_\_

Indoor area to be licensed in length & width: \_\_\_\_\_ X \_\_\_\_\_  
see 109

Outdoor area to be licensed in length & width: \_\_\_\_\_ X \_\_\_\_\_ (Diagram Form #109 must be attached)  
Community Concert 500

Type of Event: \_\_\_\_\_ Estimate # of attendees: \_\_\_\_\_

Type of alcohol to be served: \_\_\_\_\_ X \_\_\_\_\_  
Beer \_\_\_\_\_ Wine \_\_\_\_\_ Distilled Spirits \_\_\_\_\_

(If not marked, you will not be able to serve this type of alcohol)

Joe Margheim 308-225-0275

Event Contact Name: \_\_\_\_\_ Event Contact Phone Number: \_\_\_\_\_

joe@flyoverbrewingco.com

Event Contact Email: \_\_\_\_\_

\*Signature Authorized Representative: \_\_\_\_\_ Printed Name Joe Margheim

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 \_\_\_\_\_



**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

BDS3C LLC DBA Flyover Brewing Company

Retail Liquor License Name or \*Non-Profit Organization (\*Must include Form #201 as Page 2)  
1824 Broadway, Scottsbluff, NE. 69361

Retail Liquor License Address or Non-Profit Business Address  
122206

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only 8/6/20

Event Date(s): 5 pm

Event Start Time(s): 10 pm

Event End Time(s): None

Alternate Date: None

Alternate Location Building & Address: 18th Street Plaza

Event Building Name: 18th Street Plaza, Scottsbluff

Event Street Address/City:

Indoor area to be licensed in length & width: ☒ X see 109

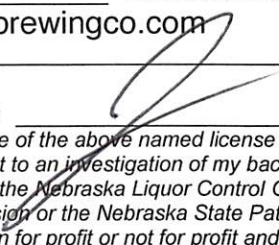
Outdoor area to be licensed in length & width: ☐ X 500 (Diagram Form #109 must be attached)  
Community Concert

Type of Event: Estimate # of attendees: 500

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

Event Contact Name: Joe Margheim Event Contact Phone Number: 308-225-0275

Event Contact Email: joe@flyoverbrewingco.com

\*Signature Authorized Representative:  Printed Name Joe Margheim

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

**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

BDS3C LLC DBA Flyover Brewing Company

Retail Liquor License Name or \*Non-Profit Organization (\*Must include Form #201 as Page 2)  
1824 Broadway, Scottsbluff, NE. 69361

Retail Liquor License Address or Non-Profit Business Address  
122206

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only 8/13/20

Event Date(s): \_\_\_\_\_

Event Start Time(s): 5 pm \_\_\_\_\_

Event End Time(s): 10 pm \_\_\_\_\_

Event End Time(s): None \_\_\_\_\_

Alternate Date: \_\_\_\_\_ None

Alternate Location Building & Address: \_\_\_\_\_  
18th Street Plaza

Event Building Name: \_\_\_\_\_

Event Street Address/City: 18th Street Plaza, Scottsbluff \_\_\_\_\_

Indoor area to be licensed in length & width: \_\_\_\_\_ X \_\_\_\_\_  
see 109

Outdoor area to be licensed in length & width: \_\_\_\_\_ X \_\_\_\_\_ (Diagram Form #109 must be attached)  
Community Concert 500

Type of Event: \_\_\_\_\_ Estimate # of attendees: \_\_\_\_\_

Type of alcohol to be served: ☒ Beer \_\_\_\_\_ ☐ Wine \_\_\_\_\_ ☐ Distilled Spirits \_\_\_\_\_  
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Joe Margheim Event Contact Phone Number: 308-225-0275

Event Contact Email: joe@flyoverbrewingco.com \_\_\_\_\_

Event Contact Email: \_\_\_\_\_

\*Signature Authorized Representative: \_\_\_\_\_ Printed Name Joe Margheim

*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



# **City of Scottsbluff, Nebraska**

**Monday, July 6, 2020**

**Regular Meeting**

## **Item Public Inp4**

**Council to discuss and consider action on the request to issue a special arts-related wine permit for the West Nebraska Arts Center, 106 East 18th Street and Special Designated Liquor License for an art exhibit reception on August 6, 2020; 4:00-8:00 p.m.**

**Staff Contact: Kim Wright, City Clerk**

CITY OF SCOTTSBLUFF  
SPECIAL ARTS-RELATED EVENT WINE PERMIT APPLICATION

Organization Name West Nebraska Arts Center  
Address 106 E. 18th street, Scottsbluff Phone 632-2226  
Date of Event Aug 6, 2020 Starting Time 4pm Ending Time 8pm  
Authorized Contact: Michele Denton, Executive Director  
Description of Event Art Exhibit Reception -  
Estimated Attendance: 150  
Event Chairman: Michele Denton  
Address 106 E. 18th street, Scottsbluff Phone 632-2226  
email michele@the wnac.com michele's cell: (308) 631-1625

The undersigned acknowledges reading a copy of the applicable ordinances and agrees to comply thereby:

Signed: [Signature] Date: 7-1-2020

Print Name michele Denton

Additional Information: \_\_\_\_\_

\*\*\*\*\*

PERMIT

THIS PERMIT AUTHORIZES THE CONSUMPTION OF WINE ON THE DESCRIBED PREMISE BY INDIVIDUALS WHO ARE OF LEGAL DRINKING AGE. OTHER RESTRICTIONS ARE AS FOLLOWS: \_\_\_\_\_

Approved by Mayor and City Council on \_\_\_\_\_

City Clerk \_\_\_\_\_ Date: \_\_\_\_\_

Cc: Police Chief

# Special Designated License Local Recommendation Form #200

All information on this form must match the information entered on the portal application

Retail Liquor License Name

Retail Liquor License #

West Nebraska Arts Center

47-0499224

Non-Profit Name (Form #109 Required)

Aug. 6<sup>th</sup>

Federal ID #

Event Date(s):  
(Consecutive Only)

8/6/2020

Event Start Time(s):

4pm

Event End Time(s):

8pm

Alternate Date: none

Alternate Location 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 ☒ (Form #109 Required)

Type of Event:

Art Exhibit Reception

Estimate # of attendees:

Type of alcohol to be served:

Beer ☒

Wine ☒

Distilled Spirits

(308)

Event Contact Name: Michele Denton

Event Contact Phone Number:

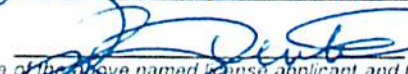
631-1625 cell OR

Event Contact Email:

michele@thewnac.com

(308) 632-2226

\*Signature Authorized Representative:



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 approving event completes below:

City/Village Clerk Approval Signature

Date

OR:

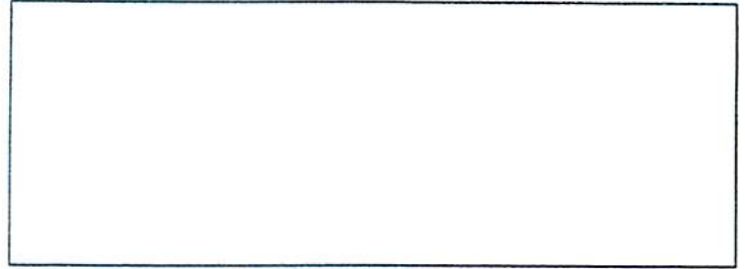
County Clerk Approval Signature

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](http://www.lcc.nebraska.gov)  
Email Applications: [michelle.porter@nebraska.gov](mailto: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. §53-131.0) 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

# **City of Scottsbluff, Nebraska**

**Monday, July 6, 2020**

**Regular Meeting**

## **Item Resolut.1**

**Council to discuss and consider action on the revised Tax Increment Financing Guidelines and Application and approve the Resolution.**

**Staff Contact: Starr Lehl, Economic Development Director**



# Tax Increment Financing (TIF) Guidelines and Application

City of Scottsbluff, Nebraska

Revised ~~November 2016~~

June 2020

# I. INTRODUCTION

~~The purpose of this guide is to describe the criteria for the use of Tax Increment Financing (TIF) and the procedures which will be~~The procedures below are used by the City of Scottsbluff City Council, Planning Commission, and Community Redevelopment Authority (“CRA”) for evaluating proposals requesting Tax Increment Financing (“TIF”) for projects within the City of Scottsbluff, ~~Nebraska. The implementation of TIF is governed by Nebraska’s Community Development Law, Sections 18-2101 – 18-2144. The following. These~~ are guidelines only, and TIF applications ~~and~~, plans, and projects are ~~always~~ subject to final approval by the City and the provisions of the Nebraska Community Development Law, as it may be amended from time to time.

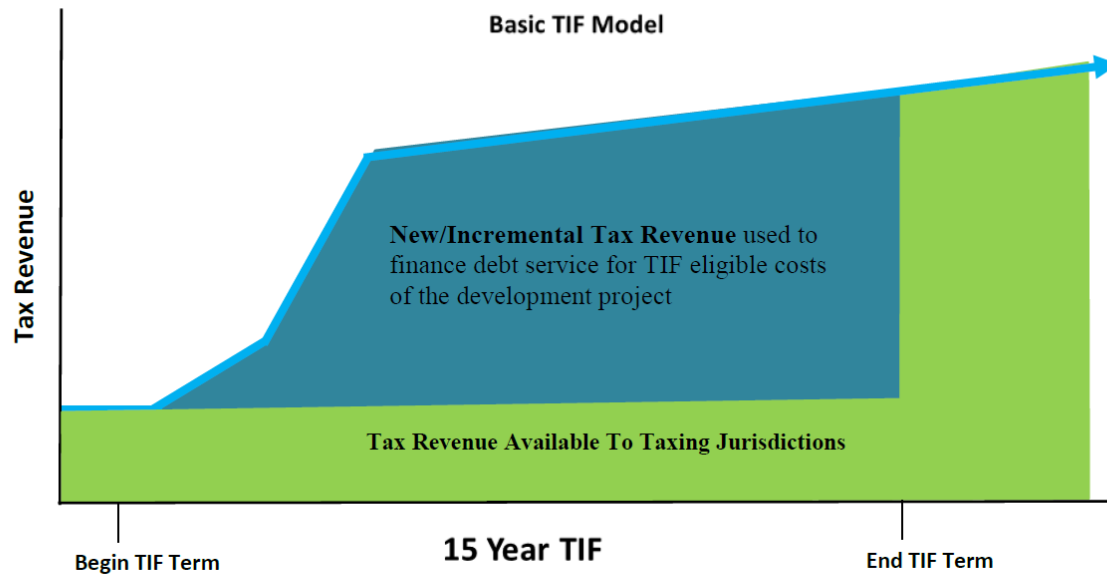
## ***What is TIF?***

~~One of the best tools the City has to incentivize the redevelopment of~~Property located in a blighted and substandard ~~properties is Tax Increment Financing (TIF). Properties located in blighted and substandard areas~~area can be extremely expensive to ~~demolish, rehabilitate and develop. TIF can make development or redevelopment of these sites financially feasible by providing funding for the acquisition of these sites, demolition of existing structures, and other eligible site improvements.~~

~~In 1980, the voters of the State of Nebraska approved a constitutional amendment permitting the use of TIF to help finance redevelopment projects. TIF funds generally allow for acquisition of property, site preparation, and construction of public improvements associated with projects. In 1984, State voters approved an additional constitutional amendment extending the use of TIF to help finance rehabilitation projects as well.~~

~~TIF in Nebraska is primarily designed to finance certain eligible costs (further explained below) associated with a private development project. Essentially, the property tax increases resulting from a development are targeted to repay the eligible costs required by a project. TIF provides a means of encouraging~~TIF encourages private investment in ~~areas in need of redevelopment, especially in deteriorating areas, these areas~~ by allowing ~~city governments~~the City to ~~devote~~pledge, for up to 15 years, increases in ~~specific~~ property tax revenue ~~as a result of resulting from the redevelopment~~development to ~~repay the eligible~~payment of certain costs associated with the development. The chart below demonstrates the public and private benefits of TIF.

## A True Public/Private Tool

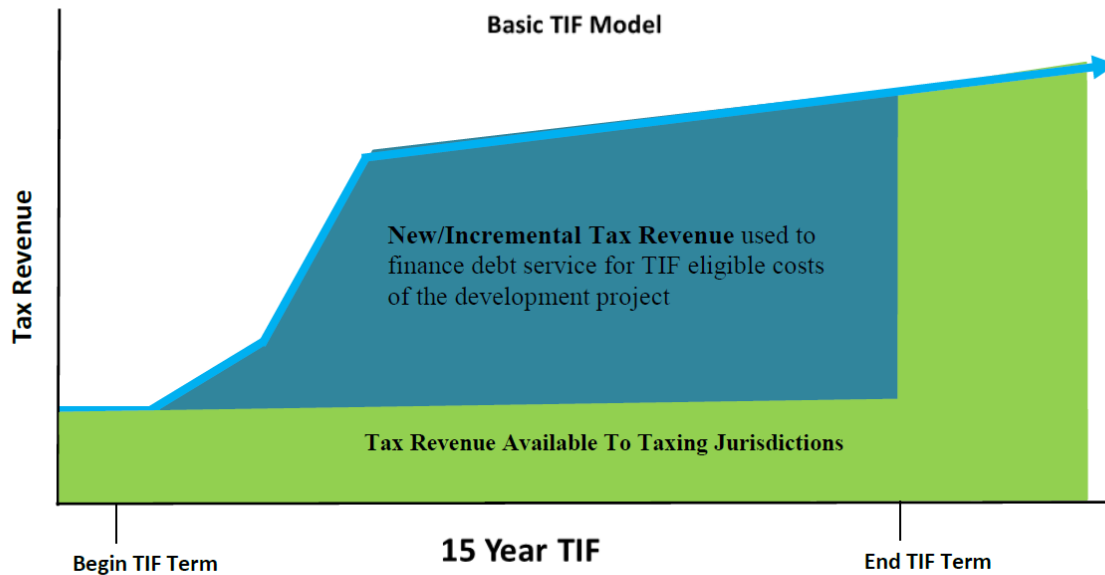


NOTE: Typically there is a sharp increase in assessed valuation within the first few years, then a plateau or gradual increase in valuation.

TIF has emerged as one of the City of Scottsbluff's most effective redevelopment and economic development tools, but it is important to remember that there are several restrictions to TIF. TIF can only be utilized in areas that the City has designated as "blighted and substandard." State statute also requires that any project utilizing TIF must pass the "but for" test, meaning that the project would not be economically feasible without the use of TIF. TIF is an extremely important tool for redevelopment, and when used correctly, is of great benefit to the City and private developers.



## A True Public/Private Tool



## II. PROGRAM GOALS

~~The City's Comprehensive Plan, adopted in 2016, developed a community vision based on the input of a large representation of the City's residents. The following four development principles were identified to guide the implementation of this Community Vision. TIF projects that adhere to these principles will be of highest priority to the City. Please note that the principles listed below are an abbreviated version of the principles listed in the Comprehensive Plan. The Comprehensive Plan can be found on the City's website (Scottsbluff.org) or can be obtained at City Hall and should be referred to for a more complete description of these principles.~~

### Community Vision

~~Scottsbluff will be a place where current and future generations want to pursue their aspirations—a place of opportunity.~~

### ***Interconnection of neighborhoods and amenities***

The interconnection of neighborhoods and amenities means where residents live will be connected to the places and things they utilize. It also promotes safe and efficient movement of goods and people to and from other communities and around the City.

### ***Sustainable development***

Development should be responsive to the market and social needs of the region and City infrastructure and policies should accommodate development's swift responsiveness. City investments should be fiscally conservative and equitable throughout the City. Growth will not saddle future generations with long term environmental or economic burdens. Development and redevelopment will best respond to the needs of the community if the community is involved in shaping those plans. Included in this strategy are:

- Prioritization of infill development through incentives, residential home rehabilitation, and Brownfields redevelopment.
- Redevelopment in blighted areas that holistically address the economic, social, business, and physical health needs of the community.
- Build a strong community core through place making, mixes of uses, integration of motorized and non-motorized transportation options, and strategic investments for social and economic stability.

### ***Access to culture and recreation***

Recreational and entertainment amenities should be woven into the fabric of the community. These amenities include parks and outdoor spaces, playgrounds, sidewalks, walking trails, pools, entertainment venues, restaurants, and plazas. Integrating these amenities into the shared spaces in the community works to promote a community where people want to be and improve the wellness of the community.

### ***Strong neighborhoods and places rooted in our unique character***

Communities that make investments to improve quality of life and sense of place are the communities where people and businesses are moving. Scottsbluff will continue to bring energy, stability, and business to the community through place-based development. Enhancing the lived experiences and cultural experiences in the community strengthens the bond residents feel to remain in or return to the community. Scottsbluff also knows strong neighborhoods and housing options help build a strong workforce and healthy families. Together, strong neighborhoods and memorable places help residents grow roots in the community and attract others to live and invest here.

## **III. PROGRAM CRITERIA**

## ***Mandatory Criteria of the TIF Program***

Applications for TIF assistance ~~must meet~~ the mandatory criteria in order for the project to be considered. The application must demonstrate how the project meets the required criteria.

A project ~~must meet each of the following~~ criteria:

1. ~~The project must be located within an area that has been, or is eligible to be, designated as blighted and substandard or within an area eligible for a designation as blighted and substandard as required and set forth by State Statute. See defined in the City of Scottsbluff website (Scottsbluff.org). (Community Development Law §18-2109).~~
  - A.) If the proposed ~~TIF~~ project is not within an area designated as blighted and substandard, the applicant may submit to the City of Scottsbluff a written request ~~to the City of Scottsbluff requesting for~~ a study to determine whether the area ~~meets the statutory definition. The City will then prepare a blighted and substandard study at the cost of the developer. An applicant may also submit to the City a blighted and substandard study for the City's review and use in determining whether an area qualifies to be designated as blighted and substandard. Any study will be at the expense of the applicant.~~
  - B.) The qualification of an area as blighted and substandard does not automatically mean the City will designate the area as blighted and substandard. Making such a this designation remains in the sole and absolute discretion of the City Council.
2. ~~The use of TIF for the project will not result in a loss of pre-existing tax revenues to the City and other taxing jurisdictions and the costs and benefits of the project are must be in the long-term best interest of the community. (Community Development Law §18-2113 and §18-2116)~~
3. ~~The applicant is able to demonstrate that the~~3. The project would not be economically feasible and would not occur in the blighted and substandard area without the use of TIF. ~~Return on investment assists in determining the economic feasibility of the project. (Community Development Law §18-2113 and §18-2116)~~
4. ~~The project must further the objectives of the City's Comprehensive Plan. See Section II, Program Goals, for the main principles set forth by the City of Scottsbluff Comprehensive Plan. (Community Development Law §18-2112 and §18-2116)~~

## ***Other Criteria and Considerations of the TIF Program***

15. The applicant must ~~secure financing or~~ be able to show a the financial ability to complete the project, including any public improvements, as ~~required presented~~. The financial ability can be contingent on TIF being granted. However, the applicant must understand that TIF typically only pays for a small portion of a project. ~~The incremental tax allocations paid into Scotts Bluff County are forwarded to the owner/developer, or their assignees, as they are received by the County, to amortize the TIF loan. Except for the incremental tax allocations for the permitted term, the The City assumes no responsibility for the repayment payment of any TIF loan.~~

~~2. project expenses, except to the extent tax increment financing is granted.~~ The City assumes no responsibility for selling or purchasing any TIF ~~loan~~ note or bond.

~~3.6. All TIF projects must comply with City codes and zoning ordinances, and will be approved subject to compliance with these codes and zoning ordinances, to include urban design review, when applicable.~~

~~III. a) A TIF pre-application meeting must be scheduled for all proposed TIF projects that will include City staff as designated by the City Manager.~~

~~b) A Site Plan Review is highly encouraged to determine if the site complies with the current ordinance and addresses the required public improvements. To request a Site Plan Review, contact the City of Scottsbluff at (308) 630-6254.~~

~~c) No Building Permit will be issued based on a site plan that does not comply with the provisions of the City's Zoning Ordinance.~~

### TIF ELIGIBLE COSTS

~~4. The City will not consider applications for projects which will not support at least a \$50,000.00 TIF bond or do not have at least \$50,000.00 in TIF eligible costs.~~

### *Uses of TIF*

~~TIF is primarily designed to finance public improvements associated with a project.~~

The following are generally considered TIF eligible costs: ~~(but is not an exhaustive list):~~

• ~~Total amount of public~~ 1. Public improvements associated with the ~~TIF~~ redevelopment project ~~plan~~. Public improvements can be located on a redevelopment project site, directly adjacent to the redevelopment project site, or within the general vicinity of the redevelopment project site if those improvements are necessary for or associated with the project.

• 2. Acquisition costs of redevelopment project sites.

3. Site preparation, demolition, grading, ~~surcharging, special foundations,~~ and other pre-development work prior to construction of the project.

• 4. ~~such as architectural~~ Architectural and engineering services related to the project as well as environmental services and studies.

• 5. Utility extensions ~~and hookups~~.

• 6. Rehabilitation, major renovations, and retrofitting of structures within the redevelopment project area. ~~TIF will not cover normal maintenance and repair costs, which exceed minimum building and design standards and prevent the recurrence of substandard and blighted conditions.~~

• 7. Public parking.

• ~~Traffic studies, market studies, and appraisals~~<sup>8</sup>. ~~Costs~~ associated with the redevelopment project site-plan preparation and approval.

• ~~TIF fees.~~

## IV. PROJECT SELECTION

### APPLICATION ~~Process~~ (See separate TIF/PLAN DEVELOPMENT)

#### 1. Application Form attached to these Guidelines)

**Process:** The City Manager or ~~designee should~~ Economic Development Director will be the applicant's primary point of contact for the project. ~~This will help ensure that the TIF application, Redevelopment Plan and Redevelopment Agreement approval process are consistent with the timelines for other project site requirement(s) and approvals.~~

All applications for TIF must be submitted to ~~the City of Scottsbluff~~ Staff for review ~~along with at \$250.00 application fee~~ before ~~the project is~~ initially ~~presenting the application to the Community Redevelopment Authority (CRA). Submittal of the application generally establishes when the Redevelopment Project Plan will be presented to the CRA. CRA meetings are generally scheduled for the 4<sup>th</sup> Monday of each month at 5:00pm. This scheduled date may change due to holidays or other circumstances. The applicant will be contacted to give a brief presentation to the CRA regarding the TIF project. The TIF Application Submittal Deadline is fourteen (14) business days prior to the CRA meeting at which the application will be presented.~~

**On the TIF Submittal Deadline Date by noon:**

- ~~Submit one (1) hard copy of the entire, completed TIF Application,~~
- ~~Email an electronic copy of the TIF Application,~~
- ~~Submit the \$250.00 TIF Application Fee.~~

(See Appendix A.) The TIF application will be evaluated by City Staff, which may request further information from the applicant or require revisions to the application. ~~After final evaluation of the TIF application that is determined to be ready to move forward~~ approved by City Staff, the applicant will be notified ~~to: of the appropriate CRA meeting to attend to present the proposed TIF project.~~

- ~~Submit three (3) hard copies of the revised (if applicable), completed TIF Application,~~
- ~~Email the revised (if applicable), completed TIF Application.~~

Also, the applicant will be notified of the appropriate meetings to attend to present the TIF project. Once the CRA has provided its recommendation and approval of the initial application, a Redevelopment Project Plan will be prepared by City Staff, **OR** the applicant can hire a qualified person to prepare the plan. If the City Staff prepares the Redevelopment Project Plan, it will be ready within 30 days after application approval and payment of the processing fees (explained below), absent circumstances beyond the City's control.

## ~~V. APPROVAL PROCESS~~

After approval of the application by the Community Redevelopment Authority, the project goes through the following process:

**1.2. Preparation of a Redevelopment Project Plan:** The Redevelopment Plan has certain statutory requirements ~~and will include a definition of the Tax Increment Project Area. It will also contain information about the use of TIF funds.~~ City Staff can prepare the Plan with the assistance of the ~~Developer~~ applicant. Alternately, the applicant can hire a qualified person to prepare the Plan and submit that plan to the City for consideration. If the applicant submits a Plan to the City staff, the City staff may require certain revisions to the Plan ~~prior to submitting the plan to the Planning Commission (see next step).~~ If further information or revisions are required, the approval of the Plan may be delayed.

## **V. APPROVAL PROCESS**

**2.1. Conceptual Approval of the Application/Redevelopment Plan by the CRA:** The TIF application or draft of the Redevelopment Plan is first submitted the CRA which will conduct a preliminary cost-benefit analysis. (See Appendix B.) The CRA will determine whether to conceptually approve the application or draft Plan. Conceptual approval of the application or Plan by the CRA does not guarantee the applicant that final approval of the Plan will be granted.

**2. Approval of the Redevelopment Plan:** After conceptual approval, the Plan is then referred to the Planning Commission for a public hearing and its recommendation as to whether ~~or not~~ the plan Plan is consistent with the goals set out in the City's Comprehensive Plan. ~~The Planning Commission will also hold a public hearing to allow for public input on the project.~~ Following the Planning Commission recommendation, the Plan is then submitted to the CRA for further review. The CRA will conduct an updated cost-benefit analysis and make a recommendation regarding the Plan to City Council. The Plan is then forwarded to City Council for a public hearing. Following the public hearing, City Council can approve a resolution adopting the Redevelopment Plan.

**3. Approval of the Redevelopment Agreement:** Following approval of the Redevelopment Plan, the City CRA and the owner/developer negotiate ~~must enter into~~ a Redevelopment Agreement. The Agreement sets forth the ~~mutual~~ responsibilities of both parties ~~and may include the financial terms of the project. As part of the agreement process, the owner/developer will either demonstrate that they can finance the TIF bond or negotiate loan terms with a private lender. The Redevelopment Agreement will then be submitted to the CRA for approval.~~ The CRA may simultaneously authorize ~~the~~ a TIF ~~bond~~ note. However, a TIF ~~bond~~ note will not be issued by the CRA until eligible project costs are incurred. Interest rates on ~~bonds~~ TIF notes will be determined by the market at the time the ~~bond~~ note is issued.

## **VI. TIF FEE STRUCTURE**

The fee structure for TIF projects are as follows:

1. An initial application fee of \$250.00 ~~is~~ due upon submission of the TIF application.

2. Upon conceptual approval of TIF application or draft Plan by the CRA, a processing fee based on the schedule below shall be remitted if the applicant wishes a Plan to be ~~created and~~ considered by the Planning Commission, CRA, and City Council. The processing fee is intended to cover the City's costs and expenses in creating and/or reviewing the Plan and cost-benefit analysis and running the Plan through the appropriate approval process.

~~The processing fee shall be paid prior to the City's preparation and/or review of the Plan.~~ If the processing fee has not been paid for a period of six (6) months after notification of conceptual approval, the application shall be deemed abandoned and the application fee forfeited. The processing fee schedule is as follows:

- If the estimated TIF proceeds available for the Project are \$50,000.00 to \$75,000.00, the processing fee shall be equal to 5% of the estimated TIF proceeds, and the processing fee will also cover the administrative fee.
- If the estimated TIF proceeds available for the Project are \$75,000.01 to \$100,000.00, the processing fee shall be equal to 8% of the estimated TIF proceeds, and the processing fee will also cover the administrative fee.
- If the estimated TIF proceeds available for the Project are over \$100,000.00, the processing fee shall be the greater of (a) \$5,000.00 or (b) 1% of the estimated TIF proceeds. This processing fee will be in addition to the administrative fee set forth below.

3. Upon approval of the Redevelopment Plan and Redevelopment Agreement, the person or organization receiving the TIF Proceeds estimated to be over \$100,000.00 shall pay an administrative fee of \$5,000. The administrative fee is intended to cover the City's costs and expenses of administering the TIF ~~bond~~note during its life.

Below are examples of the ~~Fees~~fees due to the City for particular projects:

Estimated TIF Proceeds	Application Fee	Processing Fee	Administrative Fee	Total



\$50,000.00	\$250.00	\$2,500.00 (5%)	Included in Processing Fee	\$2,750.00
\$75,000.00	\$250.00	\$3,750.00 (5%)	Included in Processing Fee	\$4,000.00
\$80,000.00	\$250.00	\$6,400.00 (8%)	Included in Processing Fee	\$6,650.00
\$100,000.00	\$250.00	\$8,000.00 (8%)	Included in Processing Fee	\$8,250.00
\$110,000.00	\$250.00	\$5,000.00 (minimum)	\$5,000.00	\$10,250.00
\$350,000.00	\$250.00	\$5,000.00 (minimum)	\$5,000.00	\$10,250.00
\$500,000.00	\$250.00	\$5,000.00 (1%)	\$5,000.00	\$10,250.00
\$600,000.00	\$250.00	\$6,000.00 (1%)	\$5,000.00	\$11,250.00
\$1,000,000.00	\$250.00	\$10,000.00 (1%)	\$5,000.00	\$15,250.00

## **VII. ~~POLICY~~**

~~This policy shall be reviewed and updated as necessary. Any changes shall be approved by the City Manager and submitted to the Mayor and City Council for their approval.~~

## **~~VIII. DISCLAIMER~~**

~~This Policy contains~~ These guidelines contain general guidance only and shall not be deemed a contract or promise by the City or any of its departments to provide TIF proceeds or any services outlined above. ~~All timelines set forth herein are approximations~~ Any timeline given by the City or its representative shall be deemed an approximation only and while developers may use these timelines for planning purposes, they should not rely on such timelines, nor shall the City, the CRA, the Planning Commission, or any of their respective officers, agents, ~~and employees~~, and representatives be liable for not strictly adhering to any deadline set forth or implied ~~herein~~. The City, by and through the City Manager, reserves the right to reasonably alter these policies or equitably adjust the fee charged in connection with any project if, in the City Manager's discretion such alterations or adjustments are in the best interest of the City. Nothing ~~herein in these guidelines~~, including the payment of any fees, shall guarantee TIF to any person or entity. The receipt of TIF is subject to the developer meeting all statutory and local requirements of TIF and the approval of the City.



DRAFT

## APPENDIX A

### APPLICATION FOR TAX INCREMENT FINANCING

Please note that the following application must be typed— prior to submission to the City of Scottsbluff. You should attach additional pages when necessary. The applicant(s) or a designated representative ~~must~~may be asked to be present at the Community Redevelopment Authority (CRA), Planning Commission, and City Council meetings to answer any questions related to the project. Proper notice of ~~both~~all meetings will be given to applicants by City Staff. **Failure to complete any of these application requirements may result in ineligibility for or delay of approval of Tax Increment Financing.**

**1. Please state, the name, address, telephone number and email address of the Redeveloper(s) (the applicant). If the Redeveloper is a business entity, please include the name of the designated representative of the business and the position title.**

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**2. Please describe the property to be redeveloped (the “Project Site”) by address, legal description, or, if necessary, general location. Please include all parcel numbers included in the Project Site. —These can be obtained from the Scotts Bluff County Assessor website: <http://www.scottsbluffcounty.org/assessor/assessor-disclaimer-do.html>. — Please attach a map of the Project Site if available.**

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**3. Please describe the existing uses and condition of the Project Site.**

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4. If you do not currently own the Project Site, please explain your plan for acquiring the Project Site, including whether you have a current agreement to acquire the Project Site.

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5. Please describe the Redevelopment Plan on the Project Site. In your description, please address (please include your answers in an attached document):

- A. Proposed land uses after redevelopment (please attach a land use plan if available).
- B. The necessity of and plan to demolish or remove structures.
- C. Land coverage and building intensities in the Project Site after redevelopment (please attach a site plan if available).
- D. Standards of population densities in the Project Site expected after redevelopment.
- E. A statement of any proposed changes to zoning, street layouts, building codes, or ordinances.
- F. A statement of any planned subdivision to the Project Site.
- G. A statement of additional public facilities and utilities required to support the Project Site after redevelopment.
- H. Employment within the Project Site before and after redevelopment.
- I. Any other information you deem relevant.

6. Please itemize your estimated project costs (please attach copies of bids or estimates to support estimated project costs):

A. Land Acquisition (if applicable):	\$
B. Site Development (itemize):	\$
C. Building Cost:	\$
D. Architectural & Engineering Fees:	\$
E. Legal Fees:	\$
F. Financing Costs:	\$
G. Broker Costs:	\$
H. Contingencies:	\$
I. Other (itemize):	\$

TOTAL \$

7. Please list the names and addresses of all known architects, engineers, and contractors who will be involved with the Project.

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8. Please itemize the following regarding the valuation of the Project Site:

- A. Total estimated assessed valuation of Real Property at completion:
- B. Latest property valuation (from R.E. Tax Statement):

9. Please itemize your projected sources of financing for the Project (please include a construction pro forma if available):

A. Equity:	\$
B. Bank Loan:	\$
C. Tax Increment Financing:	\$
D. Other (itemize):	\$
TOTAL	\$

10. Please set forth your Project schedule.

- A. Expected acquisition date (if applicable):
- B. Demolition start date (if applicable):
- C. Construction start date:
- D. Construction completion date:
- E. If project is phased:

Year \_\_\_\_\_ % Complete

Year \_\_\_\_\_ % Complete

11. Please name any other municipality wherein you, or other entities the applicant has been involved with, has completed developments within the last five years.

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**12. Tax Increment Financing Request:**

A. Describe amount and purpose for which Tax Increment Financing is required:

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B. Statement of necessity for use of Tax Increment Financing:

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C. Have you filed or do you intend to file an application with the Nebraska Department of Revenue to receive tax incentives under the Nebraska Advantage Act for a project located or to be located within the Project Site?

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

D. If your answer to the previous question 12.C is “Yes,” does such application include, or will such application include, as one of the tax incentives, a refund of the City’s local option sales tax revenue?

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

E. If your answer to question 12.C is “Yes,” has the application been approved under the Nebraska Advantage Act?

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

*I certify that the facts and estimates set forth in this application for Tax Increment Financing (TIF) are true and accurate to the best of my knowledge. I understand that false statements on this application shall be considered sufficient cause for ineligibility.*

*I understand that the City may request additional information it deems relevant and that submitting this application does not guarantee a grant of TIF. All TIF grants are conditional upon (1) approval by the appropriate City authorities and (2) the execution of a contract between you and the CRA.*

*I agree to maintain all project related receipts for a period of five (5) years beginning at final payment of Tax Increment Financing for audit purposes.*

Applicant Name	Signature	Date
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Applicant Name	Signature	Date
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**APPENDIX B**

**COMMUNITY REDEVELOPMENT AUTHORITY, CITY OF SCOTTSBLUFF, NEBRASKA**

**[NAME OF PROJECT]**

**COST-BENEFIT ANALYSIS**

**(Pursuant to Neb. Rev. Stat. § 18-2113)**

**A. Project Sources/Use of Funds:** An estimated \$ \_\_\_\_\_ of TIF Revenues are available for this Project. This public investment will leverage approximately \$ \_\_\_\_\_ in private sector investment; a private investment of almost \$ \_\_\_\_\_ for every TIF dollar invested. Below is a breakdown of estimated costs and expenses of the Project and the use of funds for each:

<u>Description</u>	<u>TIF Funds (eligible)</u>	<u>Private Funds</u>	<u>Total</u>
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**B. Tax Revenues and Tax Shifts Resulting from the Division of Taxes.**

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

**C. Public Infrastructure and Community Public Service Needs Impacts and Local Tax Impacts Arising from Project Approval.**

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

**D. Impacts on Employers and Employees of Firms Locating or Expanding Within the Boundaries of the Redevelopment Project Area.**

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

**E. Impacts on other Employers and Employees within the City and immediate area located outside the Redevelopment Project Area.**

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

**F. Impacts on Student Populations of School Districts within the City.**

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

**G. Other Impacts.**

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

Approved by the Community Redevelopment Authority, City of Scottsbluff  
on \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_ Chair

\_\_\_\_\_  
\_\_\_\_\_ Secretary



# Tax Increment Financing (TIF) Guidelines and Application

City of Scottsbluff, Nebraska

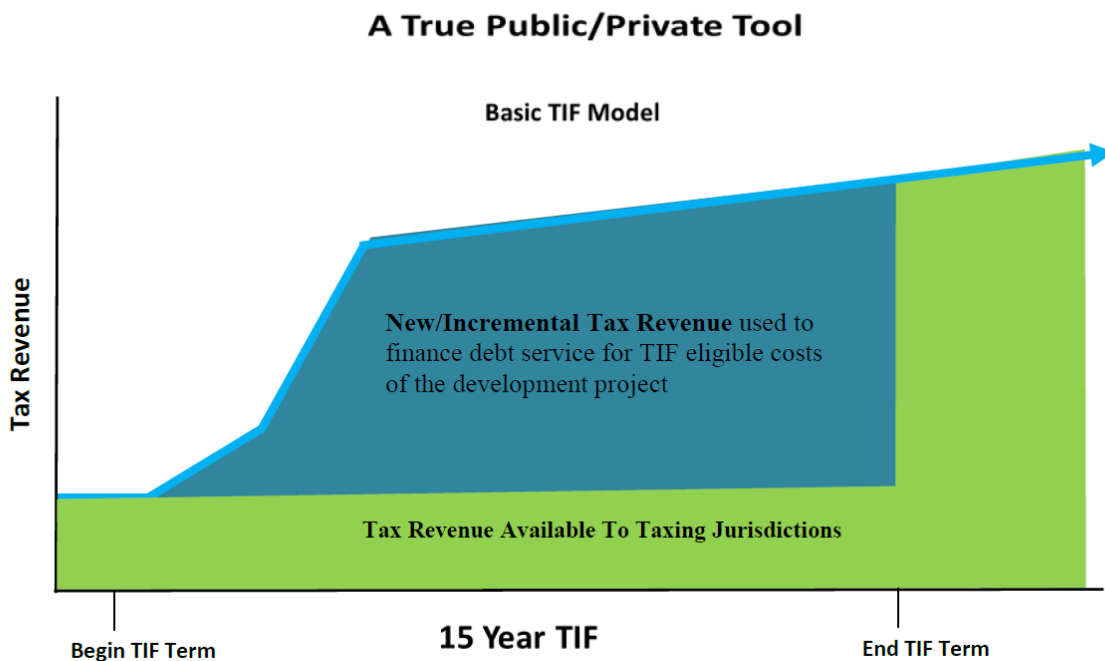
Revised June 2020



## I. INTRODUCTION

The procedures below are used by the City of Scottsbluff City Council, Planning Commission, and Community Redevelopment Authority (“CRA”) for evaluating proposals requesting Tax Increment Financing (“TIF”) for projects within the City of Scottsbluff. These are guidelines only, and TIF applications, plans, and projects are subject to final approval by the City and the provisions of the Nebraska Community Development Law, as it may be amended from time to time.

Property located in a blighted and substandard area can be extremely expensive to develop. TIF encourages private investment in these areas by allowing the City to pledge, for up to 15 years, increases in property tax revenue resulting from the development to the payment of certain costs associated with the development. The chart below demonstrates the public and private benefits of TIF.



## **II. PROGRAM CRITERIA**

1. The project must be located within an area that has been, or is eligible to be, designated as blighted and substandard as defined in the Community Development Law.
  - A.) If the proposed project is not within an area designated as blighted and substandard, the applicant may submit to the City of Scottsbluff a written request for a study to determine whether the area qualifies to be designated as blighted and substandard. Any study will be at the expense of the applicant.
  - B.) The qualification of an area as blighted and substandard does not automatically mean the City will designate the area as blighted and substandard. Making this designation remains in the sole and absolute discretion of the City Council.
2. The costs and benefits of the project must be in the long-term best interest of the community.
3. The project would not be economically feasible and would not occur in the blighted and substandard area without the use of TIF.
4. The project must further the objectives of the City's Comprehensive Plan.
5. The applicant must be able to show the financial ability to complete the project, including any public improvements, as presented. The financial ability can be contingent on TIF being granted. However, the applicant must understand that TIF typically only pays for a small portion of a project. The City assumes no responsibility for the payment of any TIF project expenses, except to the extent tax increment financing is granted. The City assumes no responsibility for selling or purchasing any TIF note or bond.
6. All TIF projects must comply with City codes and zoning ordinances.

## **III. TIF ELIGIBLE COSTS**

The following are generally considered TIF eligible costs (but is not an exhaustive list):

1. Public improvements associated with the redevelopment project. Public improvements can be located on a redevelopment project site, directly adjacent to the redevelopment project site, or within the general vicinity of the redevelopment project site if those improvements are necessary for or associated with the project.
2. Acquisition costs of redevelopment project sites.
3. Site preparation, demolition, grading, and other pre-development work prior to construction of the project.
4. Architectural and engineering services related to the project as well as environmental services and studies.
5. Utility extensions.

6. Rehabilitation, major renovations, and retrofitting of structures within the redevelopment project area which exceed minimum building and design standards and prevent the recurrence of substandard and blighted conditions.
7. Public parking.
8. Costs associated with plan preparation and approval.

## IV. APPLICATION/PLAN DEVELOPMENT

1. **Application Process:** The City Manager or Economic Development Director will be the applicant's primary point of contact for the project. All applications for TIF must be submitted to City Staff for review along with at \$250.00 application fee before the project is initially presented to the CRA. (See Appendix A.) The TIF application will be evaluated by City Staff, which may request further information from the applicant or require revisions to the application. After the TIF application is approved by City Staff, the applicant will be notified of the appropriate CRA meeting to attend to present the proposed TIF project.
2. **Preparation of a Redevelopment Project Plan:** The Redevelopment Plan has certain statutory requirements. City Staff can prepare the Plan with the assistance of the applicant. Alternately, the applicant can hire a qualified person to prepare the Plan and submit that plan to the City for consideration. If the applicant submits a Plan to the City staff, the City staff may require certain revisions to the Plan. If further information or revisions are required, the approval of the Plan may be delayed.

## V. APPROVAL PROCESS

1. **Conceptual Approval of the Application/Redevelopment Plan by the CRA:** The TIF application or draft of the Redevelopment Plan is first submitted the CRA which will conduct a preliminary cost-benefit analysis. (See Appendix B.) The CRA will determine whether to conceptually approve the application or draft Plan. Conceptual approval of the application or Plan by the CRA does not guarantee the applicant that final approval of the Plan will be granted.
2. **Approval of the Redevelopment Plan:** After conceptual approval, the Plan is then referred to the Planning Commission for a public hearing and its recommendation as to whether the Plan is consistent with the goals set out in the City's Comprehensive Plan. Following the Planning Commission recommendation, the Plan is then submitted to the CRA for further review. The CRA will conduct an updated cost-benefit analysis and make a recommendation regarding the Plan to City Council. The Plan is then forwarded to City Council for a public hearing. Following the public hearing, City Council can approve a resolution adopting the Redevelopment Plan.
3. **Approval of the Redevelopment Agreement:** Following approval of the Redevelopment Plan, the CRA and the owner/developer must enter into a Redevelopment Agreement. The Agreement sets forth the responsibilities of both parties. The CRA may simultaneously authorize a TIF note. However, a TIF note will not be issued by the CRA until eligible project costs are incurred. Interest rates on TIF notes will be determined by the market at the time the note is issued.

## VI. TIF FEE STRUCTURE

The fee structure for TIF projects are as follows:

1. An initial application fee of \$250.00 is due upon submission of the TIF application.
2. Upon conceptual approval of TIF application or draft Plan by the CRA, a processing fee based on the schedule below shall be remitted if the applicant wishes a Plan to be considered by the Planning Commission, CRA, and City Council. The processing fee is intended to cover the City's costs and expenses in creating and/or reviewing the Plan and cost-benefit analysis and running the Plan through the appropriate approval process.

If the processing fee has not been paid for a period of six (6) months after notification of conceptual approval, the application shall be deemed abandoned and the application fee forfeited. The processing fee schedule is as follows:

- If the estimated TIF proceeds available for the Project are \$50,000.00 to \$75,000.00, the processing fee shall be equal to 5% of the estimated TIF proceeds, and the processing fee will also cover the administrative fee.
- If the estimated TIF proceeds available for the Project are \$75,000.01 to \$100,000.00, the processing fee shall be equal to 8% of the estimated TIF proceeds, and the processing fee will also cover the administrative fee.
- If the estimated TIF proceeds available for the Project are over \$100,000.00, the processing fee shall be the greater of (a) \$5,000.00 or (b) 1% of the estimated TIF proceeds. This processing fee will be in addition to the administrative fee set forth below.

3. Upon approval of the Redevelopment Plan and Redevelopment Agreement, the person or organization receiving the TIF Proceeds estimated to be over \$100,000.00 shall pay an administrative fee of \$5,000. The administrative fee is intended to cover the City's costs and expenses of administering the TIF note during its life.

Below are examples of the fees due to the City for particular projects:

<b>Estimated TIF Proceeds</b>	<b>Application Fee</b>	<b>Processing Fee</b>	<b>Administrative Fee</b>	<b>Total</b>
\$50,000.00	\$250.00	\$2,500.00 (5%)	Included in Processing Fee	\$2,750.00
\$75,000.00	\$250.00	\$3,750.00 (5%)	Included in Processing Fee	\$4,000.00
\$80,000.00	\$250.00	\$6,400.00 (8%)	Included in Processing Fee	\$6,650.00
\$100,000.00	\$250.00	\$8,000.00 (8%)	Included in Processing Fee	\$8,250.00
\$110,000.00	\$250.00	\$5,000.00 (minimum)	\$5,000.00	\$10,250.00
\$350,000.00	\$250.00	\$5,000.00 (minimum)	\$5,000.00	\$10,250.00
\$500,000.00	\$250.00	\$5,000.00 (1%)	\$5,000.00	\$10,250.00
\$600,000.00	\$250.00	\$6,000.00 (1%)	\$5,000.00	\$11,250.00
\$1,000,000.00	\$250.00	\$10,000.00 (1%)	\$5,000.00	\$15,250.00

## **VII. DISCLAIMER**

These guidelines contain general guidance only and shall not be deemed a contract or promise by the City or any of its departments to provide TIF proceeds or any services outlined above. Any timeline given by the City or its representative shall be deemed an approximation only and while developers may use these timelines for planning purposes, they should not rely on such timelines, nor shall the City, the CRA, the Planning Commission, or any of their respective officers, agents, employees, and representatives be liable for not strictly adhering to any deadline set forth or implied. The City, by and through the City Manager, reserves the right to reasonably alter these policies or equitably adjust the fee charged in connection with any project if, in the City Manager's discretion such alterations or adjustments are in the best interest of the City. Nothing in these guidelines, including the payment of any fees, shall guarantee TIF to any person or entity. The receipt of TIF is subject to the developer meeting all statutory and local requirements of TIF and the approval of the City.

## **APPENDIX A**

### **APPLICATION FOR TAX INCREMENT FINANCING**

Please note that the following application must be typed prior to submission to the City of Scottsbluff. You should attach additional pages when necessary. The applicant(s) or a designated representative may be asked to be present at the Community Redevelopment Authority (CRA), Planning Commission, and City Council meetings to answer any questions related to the project. Proper notice of all meetings will be given to applicants by City Staff. **Failure to complete any of these application requirements may result in ineligibility for or delay of approval of Tax Increment Financing.**

**1. Please state, the name, address, telephone number and email address of the Redeveloper(s) (the applicant). If the Redeveloper is a business entity, please include the name of the designated representative of the business and the position title.**

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**2. Please describe the property to be redeveloped (the “Project Site”) by address, legal description, or, if necessary, general location. Please include all parcel numbers included in the Project Site. These can be obtained from the Scotts Bluff County Assessor website: <http://www.scottsbluffcounty.org/assessor/assessor-disclaimer-do.html>. Please attach a map of the Project Site if available.**

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**3. Please describe the existing uses and condition of the Project Site.**

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**4. If you do not currently own the Project Site, please explain your plan for acquiring the Project Site, including whether you have a current agreement to acquire the Project Site.**

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**5. Please describe the Redevelopment Plan on the Project Site. In your description, please address (please include your answers in an attached document):**

- A. Proposed land uses after redevelopment (please attach a land use plan if available).
- B. The necessity of and plan to demolish or remove structures.
- C. Land coverage and building intensities in the Project Site after redevelopment (please attach a site plan if available).
- D. Standards of population densities in the Project Site expected after redevelopment.
- E. A statement of any proposed changes to zoning, street layouts, building codes, or ordinances.
- F. A statement of any planned subdivision to the Project Site.
- G. A statement of additional public facilities and utilities required to support the Project Site after redevelopment.
- H. Employment within the Project Site before and after redevelopment.
- I. Any other information you deem relevant.

**6. Please itemize your estimated project costs (please attach copies of bids or estimates to support estimated project costs):**

A. Land Acquisition (if applicable):	\$
B. Site Development (itemize):	\$
C. Building Cost:	\$
D. Architectural & Engineering Fees:	\$
E. Legal Fees:	\$
F. Financing Costs:	\$
G. Broker Costs:	\$
H. Contingencies:	\$
I. Other (itemize):	\$

TOTAL \$

**7. Please list the names and addresses of all known architects, engineers, and contractors who will be involved with the Project.**

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**8. Please itemize the following regarding the valuation of the Project Site:**

A. Total estimated assessed valuation of Real Property at completion:

B. Latest property valuation (from R.E. Tax Statement):

**9. Please itemize your projected sources of financing for the Project (please include a construction pro forma if available):**

A.	Equity:	\$
B.	Bank Loan:	\$
C.	Tax Increment Financing:	\$
D.	Other (itemize):	\$
TOTAL		\$

**10. Please set forth your Project schedule.**

A. Expected acquisition date (if applicable):

B. Demolition start date (if applicable):

C. Construction start date:

D. Construction completion date:

E. If project is phased:

Year \_\_\_\_\_ % Complete

Year \_\_\_\_\_ % Complete



**11. Please name any other municipality wherein you, or other entities the applicant has been involved with, has completed developments within the last five years.**

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**12. Tax Increment Financing Request:**

A. Describe amount and purpose for which Tax Increment Financing is required:

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B. Statement of necessity for use of Tax Increment Financing:

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C. Have you filed or do you intend to file an application with the Nebraska Department of Revenue to receive tax incentives under the Nebraska Advantage Act for a project located or to be located within the Project Site?

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

D. If your answer to the previous question 12.C is “Yes,” does such application include, or will such application include, as one of the tax incentives, a refund of the City’s local option sales tax revenue?

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

E. If your answer to question 12.C is “Yes,” has the application been approved under the Nebraska Advantage Act?

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

*I certify that the facts and estimates set forth in this application for Tax Increment Financing (TIF) are true and accurate to the best of my knowledge. I understand that false statements on this application shall be considered sufficient cause for ineligibility.*

*I understand that the City may request additional information it deems relevant and that submitting this application does not guarantee a grant of TIF. All TIF grants are conditional upon (1) approval by the appropriate City authorities and (2) the execution of a contract between you and the CRA.*

*I agree to maintain all project related receipts for a period of five (5) years beginning at final payment of Tax Increment Financing for audit purposes.*

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Applicant Name	Signature	Date
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Applicant Name	Signature	Date
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**APPENDIX B**

COMMUNITY REDEVELOPMENT AUTHORITY, CITY OF SCOTTSBLUFF, NEBRASKA  
[NAME OF PROJECT]  
COST-BENEFIT ANALYSIS  
(Pursuant to Neb. Rev. Stat. § 18-2113)

**A. *Project Sources/Use of Funds:*** An estimated \$\_\_\_\_\_ of TIF Revenues are available for this Project. This public investment will leverage approximately \$\_\_\_\_\_ in private sector investment; a private investment of almost \$\_\_\_\_\_ for every TIF dollar invested. Below is a breakdown of estimated costs and expenses of the Project and the use of funds for each:

<u>Description</u>	<u>TIF Funds (eligible)</u>	<u>Private Funds</u>	<u>Total</u>
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**B. *Tax Revenues and Tax Shifts Resulting from the Division of Taxes.***

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**C. *Public Infrastructure and Community Public Service Needs Impacts and Local Tax Impacts Arising from Project Approval.***

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**D. *Impacts on Employers and Employees of Firms Locating or Expanding Within the Boundaries of the Redevelopment Project Area.***

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**E. *Impacts on other Employers and Employees within the City and immediate area located outside the Redevelopment Project Area.***

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**F. *Impacts on Student Populations of School Districts within the City.***

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**G. *Other Impacts.***

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Approved by the Community Redevelopment Authority, City of Scottsbluff  
on\_\_\_\_\_

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Secretary

RESOLUTION NO. 06-17-20

**BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AUTHORITY  
OF THE CITY OF SCOTTSBLUFF, NEBRASKA:**

1. The Scottsbluff Community Redevelopment Authority ("CRA") has reviewed the *Tax Increment Financing (TIF) Guidelines and Application for the City of Scottsbluff, Revised June 2020* (the "Guidelines").
2. The Guidelines are consistent with the sound needs of the City ("City") and comprise an integral part of a workable program of the City for utilizing appropriate private and public resources to carry out the provisions, purposes, and declarations of the Nebraska Community Development Law, NEB. REV. STAT. § 18-2101 *et seq.* (the "Act"), including without limitation to eliminate or prevent the development or spread of urban blight, to encourage needed urban rehabilitation, and to provide for the redevelopment of blighted and substandard areas.
3. The Guidelines are adopted and approved.
4. The form Cost-Benefit Analysis attached as Appendix B to the Guidelines is approved as the model form for use by local redevelopment projects. Any cost-benefit analysis of a redevelopment project conducted by the CRA shall be made available for public inspection at City Hall.
5. The City Staff and their designees are authorized to take any and all actions on behalf of the CRA to carry out the activities and implement the processes set forth in the Guidelines to the fullest extent allowed by the Act. This Resolution and the Guidelines should not be construed to limit the CRA's authority under the Act.
6. This Resolution shall become effective immediately upon its adoption.

**PASSED AND APPROVED** on June 17, 2020

**COMMUNITY REDEVELOPMENT  
AUTHORITY OF THE CITY OF  
SCOTTSBLUFF**

ATTEST:

  
Secretary

  
Chair

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

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

1. The Mayor and City Council of the City of Scottsbluff, Nebraska have reviewed the *Tax Increment Financing (TIF) Guidelines and Application for the City of Scottsbluff, Revised June 2020* (the “Guidelines”).
2. The Guidelines are consistent with the sound needs of the City and comprise an integral part of a workable program of the City for utilizing appropriate private and public resources to carry out the provisions, purposes, and declarations of the Nebraska Community Development Law, NEB. REV. STAT. § 18-2101 *et seq.* (the “Act”), including without limitation to eliminate or prevent the development or spread of urban blight, to encourage needed urban rehabilitation, and to provide for the redevelopment of blighted and substandard areas.
3. The Guidelines are adopted and approved.
4. The form Cost-Benefit Analysis attached as Appendix B to the Guidelines is approved as the model form for use by local redevelopment projects. Any cost-benefit analysis of a redevelopment project conducted by the Scottsbluff Community Redevelopment Authority (“CRA”) shall be made available for public inspection at City Hall.
5. The City Staff and their designees are authorized to take any and all actions on behalf of the City to carry out the activities and implement the processes set forth in the Guidelines to the fullest extent allowed by the Act. This Resolution and the Guidelines should not be construed to limit the City’s or CRA’s authority under the Act.
6. This Resolution shall become effective immediately upon its adoption.

**PASSED and APPROVED** on \_\_\_\_\_

\_\_\_\_\_  
Mayor

ATTEST:

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

# **City of Scottsbluff, Nebraska**

**Monday, July 6, 2020**

**Regular Meeting**

## **Item Resolut.2**

**Council to discuss and consider action on the Construction Engineering Agreement between the City of Scottsbluff and M.C. Schaff & Associates for the Scottsbluff Monument Pathway North Project; approve the Mayor to execute the Agreement and approve the Resolution.**

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

Agreement No.	BK2047
NTP Date	
Agreement Amount	SRC \$641,410.02

**PROFESSIONAL SERVICES AGREEMENT**  
**LPA PROJECTS**  
**ENGINEERING SERVICES**

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

**THIS AGREEMENT** is between the CITY OF SCOTTSBLUFF, NEBRASKA ("LPA") and M.C. SCHAFF & ASSOCIATES, INC. ("Consultant"), collectively referred to as the "Parties".

**WITNESSETH**

**WHEREAS**, State is authorized by state law to assist Nebraska Local Public Agencies, hereinafter referred to as LPA or LPAs, with obtaining and expending federal funds for local transportation projects, and

**WHEREAS**, State is presently assisting LPAs in the development of Federal-aid LPA transportation projects for local streets, roads and facilities, and

**WHEREAS**, LPA desires that this project be developed and constructed under the designation of Project No. ENH-79(42) and formally authorizes the signing of this Agreement, as evidenced by the Resolution of LPA dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, attached as Exhibit "E" and incorporated herein by this reference, and

**WHEREAS**, LPA used a qualification based selection process to select Consultant to provide Preliminary Engineering services, hereinafter referred to as Services, and

**WHEREAS**, Consultant is qualified to do business in Nebraska and has met all requirements of the Nebraska Board of Engineers and Architects to provide consultant engineering services in the State of Nebraska, and

**WHEREAS**, LPA and Consultant wish to enter into this Agreement to specify the duties and obligations of the Parties for the Services described herein, and

**WHEREAS**, Consultant is willing to perform Services in accordance with the terms hereinafter provided, agrees to comply with all federal, state, and local laws and ordinances applicable to this Agreement, and agrees to comply with all applicable federal-aid transportation project related program requirements, so that Consultant's costs under this agreement will be eligible for federal reimbursement, and

**WHEREAS**, LPA and Consultant intend that these Services be completed in accordance with the terms and conditions of the Nebraska LPA Guidelines Manual for Federal Aid Projects; hereinafter referred to as LPA Manual (See definition in Section 1), and

**WHEREAS**, Consultant should request from LPA or State the contact information for Consultant's primary point of contact for this project, and

**WHEREAS**, the Parties understand that this Agreement will be posted to a publically accessible database of State agreements pursuant to the requirements Neb.Rev.Stat. § 84-602.04.

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

## **SECTION 1. DEFINITIONS**

**WHEREVER** in this Agreement the following terms are used, they shall have the following meaning:

**"LPA"** for this Agreement LPA means CITY OF SCOTTSBLUFF, NEBRASKA who has jurisdictional responsibility over the transportation facility that will be the subject of this Agreement with Consultant. In this Agreement, LPA may also be used to refer to all Local Public Agencies, collectively. Local Public Agencies include, but are not necessarily limited to; Nebraska Cities, Villages, Counties, Political Subdivisions, Native American Tribes, and other entities or organizations found to be eligible sub recipients of federal funds for transportation projects.

**"CONSULTANT"** means the firm of M.C. SCHAFF & ASSOCIATES, INC. and any employees thereof, whose business and mailing address is 818 South Beltline Highway East, Scottsbluff, Nebraska 69361.

**"LPA MANUAL"** means the Nebraska Department of Transportation's LPA Guidelines Manual for Federal-Aid Projects. The LPA Manual is a document approved by the Federal Highway Administration (FHWA) that sets out the requirements for local federal-aid projects to be eligible for federal reimbursement; the LPA Manual can be found in its entirety at the following web address: <http://dot.nebraska.gov/media/6319/lpa-guidelines.pdf>.

**"STATE"** means the Nebraska Department of Transportation in Lincoln, Nebraska, its Director, or authorized representative. The State will act as an agent of LPA and will represent the interests of the United States Department of Transportation in the development and construction of such LPA's project when State is managing the project on behalf of the LPA.

**"FHWA"** means the Federal Highway Administration, United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

**SECTION 2.** *This section has intentionally been left blank.*

**SECTION 3.** *This section has intentionally been left blank.*

## **SECTION 4. NOTICE TO PROCEED AND COMPLETION SCHEDULE**

- 4.1 LPA, or State on behalf of LPA, will issue Consultant a written Notice-to-Proceed upon 1) full execution of this Agreement, 2) LPA's determination, or State's determination on LPA's behalf, that federal funding approval has been obtained for the project and 3) State's concurrence that the form of this Agreement is acceptable for federal funding eligibility. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed will not be eligible for reimbursement.
- 4.2 In the event that prior to the Effective Date of this Agreement, LPA or State, on LPA's behalf, issue Consultant a Notice-to-Proceed and Consultant began work, State, on LPA's behalf, will pay for such work in accordance with this Agreement and the Parties are bound by this Agreement as if the work had been completed after the Effective Date of the Agreement.
- 4.3 Consultant shall complete the Services according to the schedule in attached Exhibit "B" Band shall complete all Services required under this Agreement in a satisfactory manner by October 17, 2021. Costs incurred by Consultant after the completion date, are not eligible for reimbursement unless Consultant has received a written extension of time



## PROFESSIONAL SERVICES AGREEMENT

from LPA or State, on LPA's behalf. Extensions of the time to complete the Services must not be construed as an extension to the duration of the agreement.

- 4.4 The completion date will not be extended because of any avoidable delay attributed to Consultant, but delays not attributable to Consultant, such as delays attributable to LPA or State, may, upon request, constitute a basis for an extension of time.

### **SECTION 5. DURATION OF THE AGREEMENT (Matches Construction Project Lifespan)**

- 5.1 **Effective Date** – This Agreement is effective when executed by the Parties.
- 5.2 **Expiration Date** -- This Agreement expires when State has (a) completed the project final audit and cost settlement or (b) waived the requirement of a financial audit.
- 5.3 **Duration of the Agreement** – The Agreement duration is from the Effective Date to the Expiration Date. The Agreement duration is "specified" under Neb. Rev. Stat. § 73-506 to the period of time necessary for a Consultant to complete the applicable phase or phases of the development of this particular federal, state or locally funded construction project, including when applicable, the time during construction of the project.
- 5.4 **Identifying Date** – This Agreement may be identified by the date LPA signed the agreement.
- 5.5 **Termination or Suspension** – LPA, or State on LPA's behalf, reserves the right to terminate or suspend this Agreement at any time for any of the reasons provided herein.

### **SECTION 6. SCOPE OF SERVICES**

- 6.1 LPA and Consultant understand that the Services provided by Consultant must be completed in accordance with all federal-aid reimbursement requirements and conditions. Consultant shall provide Construction Engineering for project ENH-79(42), Scottsbluff Monument Valley Pathway North, in Scotts Bluff County, Nebraska, at the location shown on Exhibit "A" attached and incorporated herein by this. The Scope of Services ("Services") is outlined in Exhibit "B", attached and incorporated herein by this reference.
- 6.2 Exhibit "B" is the result of the following process:
- Consultant was provided with a document describing the detailed proposed Scope of Services for this project
  - Consultant made necessary and appropriate proposed additions, deletions, and revisions to the detailed Scope of Services document
  - Consultant participated in a review of the proposed Scope of Services, and the proposed revisions, and negotiated the final detailed Scope of Services and Fee Proposal document, as shown in Exhibit "B".
- 6.3 LPA, or State on LPA's behalf, has the absolute right to add or subtract from the Scope of Services at any time and such action on its part will in no event be deemed a breach of this agreement. The addition or subtraction will become effective seven days after mailing written notice of such addition or subtraction.
- 6.4 Any change in the Services will follow the process specified in the *Out of Scope Services and Consultant Work Orders* section in Exhibit "C", attached and incorporated herein by this reference.

### **SECTION 7. STAFFING PLAN (PE)**

- 7.1 Consultant has provided LPA and State with Staffing Plan(s), described in Exhibit "C".

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The Staffing Plan(s) identifies the employees of Consultant and Subconsultant who are anticipated to provide Services under this Agreement. Consultant understands that LPA and State are relying on key personnel from the Staffing Plan(s) to be primarily responsible for completing the Services under this Agreement. LPA and State consider the Principals, Senior level staff, Project Managers, Team Leaders or other similar classifications, to be the key personnel for the Services provided. Consultant and Subconsultant may make occasional temporary changes to the key personnel. However, any permanent change to Consultant's or Subconsultant's key personnel will require prior written approval from LPA, or State on LPA's behalf.

- 7.2 Personnel who are added to the Staffing Plan as replacements must be persons of comparable training and experience. Personnel added to the Staffing Plan as new personnel and not replacements must be qualified to perform the intended services. Failure on the part of Consultant or Subconsultant to provide acceptable replacement personnel or qualified new personnel to keep the Services on schedule will be cause for termination of this Agreement, with settlement to be made as provided in Exhibit "C".

**SECTION 8.** *This section has intentionally been left blank.*

### **SECTION 9. NEW EMPLOYEE WORK ELIGIBILITY STATUS**

- 9.1 Consultant agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. Consultant agrees to contractually require any subconsultants to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
- 9.2 The undersigned duly authorized representative of Consultant, by signing this Agreement, hereby attests to the truth of the following certifications, and agrees as follows:
- Neb.Rev.Stat. § 4-114. I certify compliance with the provisions of Section 4-114 and, hereby certify that this Consultant shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. I agree to require all subconsultants, by contractual agreement, to require the same registration and verification process.
- 9.3 If Consultant is an individual or sole proprietorship, the following applies:
- a. Consultant must complete the United States Citizenship Attestation form and attach it to this Agreement. This form is available on the Department of Transportation's website at <http://dot.nebraska.gov/media/2802/ndot289.pdf>.
  - b. If Consultant indicates on such Attestation form that he or she is a qualified alien, Consultant agrees to provide the US Citizenship and Immigration Services

## PROFESSIONAL SERVICES AGREEMENT

documentation required to verify Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

- c. Consultant understands and agrees that lawful presence in the United States is required and Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb.Rev.Stat. §4-108.

### **SECTION 10. FEES AND PAYMENTS**

- 10.1 Consultant's fee proposal is attached as Exhibit "B", and incorporated herein by this reference.
- 10.2 The general provisions concerning payment under this Agreement are attached as Exhibit "C".

### **SECTION 11. CONSULTANT'S PERFORMANCE (LPA PE)**

#### **11.1 Standard of Performance**

Consultant shall complete the Services under this Agreement exercising the degree of skill, care, and diligence consistent with the applicable professional standards recognized by such profession and observed by national firms performing services of the type provided for in this Agreement. Consultant shall complete the Services exercising good and sound professional judgment and practices. Consultant's Services shall conform to applicable licensing requirements, industry standards, statutes, laws, acts, ordinances, and rules and regulations.

#### **11.2 Quality of Service**

Consultant agrees to perform all Services hereunder using qualified personnel consistent with good professional practice in the state of the art involved, and that performance of its personnel will reflect their best professional knowledge, skill, and judgment. Consultant agrees to permit LPA, or State on LPA's behalf, access at all times to the work product for purposes of reviewing same and determining that the Services are being performed in accordance with the terms of this Agreement.

#### **11.3 Performance Evaluation**

11.3.1 LPA, or State on LPA's behalf, retains the discretion to conduct an evaluation of Consultant's performance at any time. Consultant's performance may be subject to an evaluation in the following performance categories: (1) communication and cooperation; (2) quality; (3) recordkeeping; (4) timeliness; (5) scope and budget; (6) project manager; and (7) technical performance. Consultant understands that if LPA, or State on LPA's behalf, determines that Consultant's performance is not meeting, has not met, or is at risk of not meeting the Standard of Performance set out herein, LPA, or State on LPA's behalf, may conduct a Consultant Performance Evaluation based on the applicable foregoing performance categories. If LPA, or State on LPA's behalf, chooses to conduct a Consultant Performance Evaluation, LPA, or State on LPA's behalf, will notify Consultant of the evaluation including necessary instructions and procedures for complying with the evaluation.

11.3.2 Consultant shall, to the fullest extent reasonable, implement and make modifications and changes in response to the evaluation, correct deficiencies, implement improvements, and improve performance to comply with the terms of this Agreement in response to the Performance Evaluation. LPA's or State's



remedies for substandard performance will apply even in the absence of a Consultant Performance Evaluation.

11.4 LPA's or State's Remedies for Substandard Performance

Upon notice of substandard performance of Services revealed during or after the construction of the project, Consultant shall re-perform the Services at no cost to LPA or State. Further, Consultant shall reimburse LPA or State for any costs incurred by LPA or State for necessary remedial work. Consultant shall respond to LPA's or State's notice of any errors, omissions, or negligence within twenty four (24) hours and give immediate attention to necessary corrections to minimize any delays to the project. This may involve visits by Consultant to the project site, if directed by LPA or State. If Consultant discovers errors, omissions, or negligence in its Services, Consultant shall notify LPA and State of the errors within three (3) business days. Failure of Consultant to notify LPA and State constitutes a breach of this Agreement.

If Consultant fails to re-perform the Services, or if LPA or State determines that Consultant will be unable to correct substandard Services before the time specified for completion in this Agreement, LPA or State may correct such unsatisfactory Services; or may use third parties and charge Consultant for the costs incurred.

If LPA or State requires Consultant to remedy any deficiencies in the Services, Consultant shall make such corrections at no additional cost to LPA or State. Any increase or decrease in the scope of the Services or any modification of the specifications will be made only by written agreement signed by the Parties. Consultant shall bear legal liability for all damages incurred by LPA or State caused by Consultant's errors, omissions, or negligent acts without liability or expense to LPA or State. The rights and remedies of LPA or State provided herein are in addition to any other remedies provided by law.

**SECTION 12. CONSULTANT'S ACCOUNTABILITY FOR ITS SERVICES (LPA)**

12.1 Consultant agrees that LPA and State will rely on the professional training, experience, performance and ability of Consultant. Consultant agrees that examination by LPA, State, or Federal Highway Administration of the United States Department of Transportation (FHWA), approval, acceptance, use of, or acquiescence in Consultant's Services, will not be considered a full and comprehensive examination and will not be considered approval of Consultant's Services that would relieve Consultant from liability or expense connected with Consultant's sole responsibility for the propriety and integrity of Consultant's Services pursuant to this Agreement. Consultant agrees that LPA's or State's declining to approve Consultant's services will not be deemed an acceptance of defective services or relieve Consultant of its obligations and liabilities with respect to such services.

12.2 Consultant agrees that acceptance or approval of any of the services of Consultant by LPA or State or of payment, partial or final, will not constitute a waiver of any rights of LPA or State to recover from Consultant damages caused by Consultant due to error, omission, or negligence of Consultant in its services.

**SECTION 13. DISPUTES**

Any dispute concerning a question of fact in connection with the work will be addressed in accordance with LPA Manual Section 4.4.3.5 DISPUTE RESOLUTION.

**SECTION 14. SUSPENSION OR TERMINATION (PE 2-25-16)**

**14.1 Suspension or Termination**

LPA or State, on LPA's behalf, has the absolute right to suspend the work, or terminate this Agreement at any time and for any reason and such action on its part will in no event be deemed a breach of this Agreement. Without limiting the rights set out in this section, the following is a non-exclusive list of the examples of the circumstances under which LPA or State may suspend or terminate this Agreement:

- a. A loss, elimination, decrease, or re-allocation of funds that make it difficult, unlikely or impossible to have sufficient funding for the Services or the project;
- b. The Services or the project are abandoned for any reason;
- c. Funding priorities have changed;
- d. LPA's or State's interests are best protected by suspension or termination of this Agreement;
- e. Consultant fails to meet the schedule, milestones, or deadlines established in this Agreement or agreed to in writing by the Parties;
- f. Consultant fails to provide acceptable replacement personnel or qualified new personnel;
- g. Consultant has not made sufficient progress to assure that the Services are completed in a timely manner;
- h. Consultant fails to meet the standard of care applicable to the Services;
- i. Consultant fails to meet the performance requirements of this Agreement;
- j. Consultant's breach of a provision of this Agreement or failure to meet a condition of this Agreement;
- k. Consultant's unlawful, dishonest, or fraudulent conduct in Consultant's professional capacity;
- l. Consultant fails to complete the project design in a form that is ready for letting a contract for construction according to the approved contract documents, including, but not limited to, project plans and specifications;

**14.2** *This section has intentionally been left blank.*

**14.3 Suspension**

- a. **Suspension for Convenience.** If LPA or State, on LPA's behalf, suspends the work for convenience, Consultant will be given notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. Such notice will provide the reason(s) for such suspension. Consultant will not be compensated for any Services completed or costs incurred after the date of suspension. Consultant shall provide LPA and State a detailed summary of the current status of the Services completed and an invoice of all costs incurred up to and including the date of suspension.
- b. **Suspension for Cause.** If LPA or State, on LPA's behalf, suspends the work for cause or for issues related to performance, responsiveness or quality that must be corrected by Consultant, Consultant will be given notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. The

## PROFESSIONAL SERVICES AGREEMENT

notice of suspension will provide Consultant with the reason(s) for the suspension, a timeframe for Consultant to correct the deficiencies, and when applicable, and a description of the actions that must be taken for LPA or State to rescind the suspension. Consultant's right to incur any additional costs will be suspended at the end of the day of suspension and will continue until all remedial action is completed to the satisfaction of LPA and State. Failure to correct the deficiencies identified in a suspension will be grounds for termination of this Agreement.

### 14.4 Termination

If LPA or State, on LPA's behalf, terminates this Agreement, Consultant will be given notice of the date of termination, which will be no fewer than three (3) business days after notice is given. The notice of termination will provide Consultant with a description of the reason(s) for the termination. The notice must specify when the Agreement will be terminated along with the requirements for completion of the work under the Agreement. Consultant's right to incur any additional costs will cease at the end of the day of termination or as otherwise provided.

### 14.5 Compensation upon suspension or termination

If LPA or State, on LPA's behalf, suspends the work or terminates the Agreement, Consultant must be compensated in accordance with the provisions set out in Exhibit "C", provided however, that in the case of suspension or termination for cause or for Consultant's breach of this Agreement, LPA or State, on LPA's behalf, will have the power to suspend payments, pending Consultant's compliance with the provisions of this Agreement. In the event of termination of this Agreement for cause, LPA or State, on LPA's behalf, may make the compensation adjustments set out in Exhibit "C".

## **SECTION 15. OWNERSHIP OF DOCUMENTS**

- 15.1 All surveys, maps, studies, reports, computations, charts, plans, specifications, electronic data, shop drawings, diaries, field books, and other project documents prepared or obtained under the terms of this Agreement are the property of LPA. Consultant shall deliver these documents to LPA at the conclusion of the project for inclusion in LPA's federal-aid file.
- 15.2 LPA acknowledges that such data may not be appropriate for use on an extension of the Services covered by this Agreement or on other projects. Any use of the data for any purpose other than that for which it was intended without the opportunity for Consultant to review the data and modify it if necessary for the intended purpose will be at LPA's sole risk and without legal exposure or liability to Consultant.
- 15.3 Further, Consultant shall keep time sheets and payroll documents in Consultant's files for at least three years from the completion of final cost settlement by FHWA and project closeout by State.

## **SECTION 16. CONFLICT OF INTEREST LAWS**

Consultant shall review the Conflict of Interest provisions of 23 CFR 1.33 and 49 CFR 18.36(b)(3) and agrees to comply with all the Conflict of Interest provisions in order for LPA's project to remain fully eligible for federal funding. By signing this Agreement, Consultant certifies that Consultant is not aware of any financial or other interest Consultant has that would violate the terms of these federal provisions.

## **SECTION 17. USE AND/OR RELEASE OF PRIVILEGED OR CONFIDENTIAL INFORMATION**

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- 17.1 Certain information provided by LPA or State to Consultant is confidential information contained within privileged documents protected by 23 U.S.C. §409. "Confidential information" means any information that is protected from disclosure pursuant to state and federal law and includes, but is not limited to, accident summary information, certain accident reports, diagnostic evaluations, bridge inspection reports, and any other documentation or information that corresponds with said evaluations or reports, and any other information protected by 23 U.S.C. §409. "Privileged document" means any document pertaining to any file or project maintained by LPA or State that is privileged and protected from disclosure, pursuant to appropriate state and federal law, including any document containing attorney-client communications between an LPA or State employee and Legal Counsel. This confidential and privileged information is vital and essential to Consultant in order that Consultant adequately design the project at hand on behalf of LPA or State.
- 17.2 Consultant agrees it will only use any information or documentation that is considered to be privileged or confidential for the purposes of executing the services by which it has agreed to render for LPA or State for the project at hand only. Consultant agrees not to reveal, disseminate, or provide copies of any document that is confidential and privileged to any individual or entity. LPA or State agrees that any information or documentation that is considered to be privileged or confidential that is provided to Consultant will be marked with the following information (Approved 11/4/11):
- "CONFIDENTIAL INFORMATION: Federal Law, 23 U.S.C §409, prohibits the production of this document or its contents in discovery or its use in evidence in a State or Federal Court. The State of Nebraska [or LPA] has not waived any privilege it may assert as provided by that law through the dissemination of this document and has not authorized further distribution of this document or its contents to anyone other than the original recipient."***
- 17.3 Consultant agrees to obtain the written approval of LPA and State prior to the dissemination of any privileged or confidential information or documentation if it is unclear to Consultant whether such information or documentation is in fact privileged or confidential.
- 17.4 Consultant and LPA or State agree that any unauthorized dissemination of any privileged or confidential information or documentation on the part of Consultant will create liability on the part of Consultant to LPA or State for any damages that may occur as a result of the unauthorized dissemination. Consultant agrees to hold harmless, indemnify, and release LPA or State from any liability that may ensue on the part of LPA or State for any unauthorized dissemination of any privileged or confidential information or documentation on the part of Consultant.

### **SECTION 18. FORBIDDING USE OF OUTSIDE AGENTS** (Standard provision)

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, LPA or State has the right to annul this Agreement without liability or, in its discretion, to deduct

## PROFESSIONAL SERVICES AGREEMENT

from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

### **SECTION 19. GENERAL COMPLIANCE WITH LAWS**

Consultant agrees to comply with all federal, state, and local laws and ordinances applicable to the work in effect at the time of the work. If Consultant is found to have been in violation of any applicable federal, state, or local laws and ordinances, such violation may be the basis for the suspension or termination under this Agreement.

### **SECTION 20. RESPONSIBILITY FOR CLAIMS AND LIABILITY INSURANCE (1-24-12)**

- 20.1 Consultant agrees to hold harmless LPA and State from all claims and liability due to the error, omission, or negligence of Consultant or Consultant's agents or employees in the performance of Services under this Agreement. It is expected that in carrying out the work under this Agreement, Consultant will make various decisions and judgments and Consultant will determine what actions are required by Consultant and by others to properly complete the work. Nothing in this Agreement shall be interpreted to relieve Consultant from any liability it would otherwise have to LPA or State in carrying out the work under this Agreement.
- 20.2 For the duration of this Agreement, Consultant shall carry insurance as outlined in Exhibit "D", attached and incorporated herein by this reference. In any contract Consultant has with a subconsultant, Consultant shall require that subconsultant meet the insurance requirements outlined in Exhibit "D".

### **SECTION 21. COORDINATING PROFESSIONAL AND PROFESSIONAL REGISTRATION (2-1-18)**

#### **21.1 Coordinating Professional:**

To the extent of any design work applicable to the Services under this Agreement, the following Coordinating Professional language applies:

If LPA's project involves more than one licensed professional engineer, LPA shall designate a Coordinating Professional (defined in Neb.Rev.Stat. § 81-3408) for this project as required by Neb.Rev.Stat. § 81-3437.02 of the Nebraska Engineers and Architects Regulation Act (Neb.Rev.Stat § 81-3104 et seq.). The Coordinating Professional will apply his or her seal and signature and the date to the cover sheet of all documents and denote the seal as that of the Coordinating Professional. The Coordinating Professional will verify that all design disciplines involved in the project are working in coordination with one another, and that any changes made to the design are approved by the corresponding discipline. Consultant agrees to cooperate with the designated Coordinating Professional to meet the requirements of state law. Consultant further agrees to contractually require its subconsultants to cooperate with the designated Coordinating Professional.

If Consultant's engineer has been identified as the Coordinating Professional for this project, and, for whatever reason, the designated Coordinating Professional is no longer assigned to the project, Consultant shall provide LPA written notice of the name of the replacement within 10 business days.

#### **21.2 Professional Registration:**

To the extent the work requires engineering services, Consultant shall affix and sign the seal of a registered professional engineer or architect licensed to practice in the State of

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Nebraska, on all applicable documents, plans, specifications, and reports prepared under any Agreements as required by the Nebraska Engineers and Architects Regulations Act.

### **SECTION 22. SUCCESSORS AND ASSIGNS**

This Agreement is binding on successors and assigns of either party.

### **SECTION 23. DRUG-FREE WORKPLACE POLICY**

Consultant shall have an acceptable and current drug-free workplace policy on file with State.

### **SECTION 24. FAIR EMPLOYMENT PRACTICES ACT**

Consultant agrees to abide by the Nebraska Fair Employment Practices Act, as provided by Neb.Rev.Stat. §§ 48-1101 through 48-1126.

### **SECTION 25. DISABILITIES ACT**

Consultant agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35.

### **SECTION 26. DISADVANTAGED BUSINESS ENTERPRISES**

- 26.1 Consultant shall ensure that disadvantaged business enterprises, as defined in 49 CFR 26, have the maximum opportunity to compete for and participate in the performance of subagreements financed in whole or in part with federal funds under this Agreement.
- 26.2 Consultant shall not discriminate on the basis of race, color, sex, age, disability, or national origin in the award and performance of FHWA-assisted contracts. Failure of Consultant to carry out the requirements set forth above will constitute a breach of this Agreement and, after the notification of the FHWA, may result in termination of this Agreement by LPA or State or such remedy as LPA or State deem appropriate.

### **SECTION 27. TITLE VI NONDISCRIMINATION CLAUSES**

#### **27.1 Compliance with Regulations**

During the performance of this Agreement, Consultant, for itself and its assignees and successors in interest, agrees to comply with the regulations of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 CFR 21 and 27, hereinafter referred to as the Regulations).

#### **27.2 Nondiscrimination**

Consultant, with regard to the work performed by it after award and prior to completion of this Agreement, shall not discriminate on the basis of race, color, sex, age, disability, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices when the agreement covers a program set forth in Appendixes A, B, and C of 49 CFR 21.

#### **27.3 Solicitations for Subagreements, Including Procurements of Materials and Equipment**

In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subagreement, including procurements of materials or equipment, each potential subconsultant or supplier shall be notified by Consultant of

## PROFESSIONAL SERVICES AGREEMENT

Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, sex, age, disability, or national origin.

### 27.4 Information and Reports

Consultant shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by LPA, State or FHWA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall certify to LPA, State or FHWA, as appropriate, and set forth what efforts it has made to obtain the information.

### 27.5 Sanctions for Noncompliance

In the event of Consultant's noncompliance with the nondiscrimination provisions of this Agreement, LPA will impose such agreement sanctions as it or State and FHWA may determine to be appropriate, including but not limited to withholding of payments to Consultant under this Agreement until Consultant complies, and/or cancellation, termination, or suspension of this Agreement, in whole or in part.

### 27.6 Incorporation of Provisions

Consultant shall include the provisions of subsections 27.1 through 27.5 of this Agreement in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. Consultant shall take such action with respect to any subagreement or procurement as LPA, State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event a Consultant becomes involved in or is threatened with litigation with a subconsultant/ subcontractor as a result of such direction, Consultant may request that LPA or State enter into such litigation to protect the interests of LPA or State and, in addition, Consultant may request that the LPA, State and the United States enter into such litigation to protect the interests of the LPA, State and United States.

## **SECTION 28. SUBLETTING, ASSIGNMENT, OR TRANSFER**

28.1 Any subletting, assignment, or transfer of any professional services to be performed by Consultant is hereby prohibited unless prior written consent of State, on LPA's behalf, is obtained.

28.2 At LPA's or State's discretion, Consultant may enter into an agreement with any subconsultants/subcontractors for work covered under this Agreement. All subconsultant/subcontractor agreements for work covered under this Agreement must contain identical or substantially similar provisions to those in this Agreement. No right-of-action against LPA or State will accrue to any subconsultant/subcontractor by reason of this Agreement.

28.3 As outlined in SECTION 26. DISADVANTAGED BUSINESS ENTERPRISES, Consultant shall take all necessary and reasonable steps to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform subagreements. Any written request to sublet any other services must include documentation of efforts to employ a disadvantaged business enterprise.

**SECTION 29. CONSULTANT CERTIFICATIONS**

The undersigned duly authorized representative of Consultant, by signing this Agreement, hereby swears, under the penalty of law, to the best of my knowledge and belief, the truth of the following certifications, and agrees as follows:

- 29.1 Neb.Rev.Stat. § 81-1715(1). I certify compliance with the provisions of Section 81-1715 and, to the extent that this Agreement is a lump sum, actual costs-plus-fixed-fee, or specific rates of compensation type professional service Agreement, I hereby certify that wage rates and other factual unit costs supporting the fees in this Agreement are accurate, complete, and current as of the date of this Agreement. I agree that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which State determines the contract price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.
- 29.2 Neb.Rev.Stat. §§ 81-1717 and 1718. I hereby certify compliance with the provisions of Sections 81-1717 and 1718 and, except as noted below, neither I nor any person associated with the firm in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position involving the administration of federal funds:
- a. Has employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Agreement, or
  - b. Has agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out this Agreement, or
  - c. Has paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with procuring or carrying out this Agreement, except as here expressly stated (if any).
- 29.3 Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions. Section 29.3a below contains 10 instructions that consultant agrees to follow in making the certifications contained in 29.3b.
- a. Instructions for Certification
    1. By signing this Agreement, Consultant is providing the certification set out below.
    2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this project. Consultant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with State's determination whether to enter into this Agreement. However, failure of Consultant to furnish a certification or an explanation will disqualify Consultant from participation in this Agreement.
    3. The certification in this clause is a material representation of fact upon which reliance was placed when State determined to enter into this Agreement. If it is later determined that Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, State may terminate this Agreement for cause or default.

4. Consultant shall provide immediate written notice to State if at any time Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
  5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549 – Debarment and suspension. Exec. Order No. 12,549, 51 Fed. Reg. 6370 (1986).
  6. Consultant agrees that should the proposed covered transaction be entered into, it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by State before entering into this Agreement.
  7. Consultant further agrees to include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by State without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
  8. Consultant in a covered transaction may rely upon a certification of a prospective Subconsultant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Consultant may decide the method and frequency by which it determines the eligibility of its principals.
  9. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  10. Except for transactions authorized under paragraph a.6. of these instructions, if Consultant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, State may terminate this Agreement for cause or default.
- b. Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions
1. By signing this Agreement, Consultant certifies to the best of its knowledge and belief, that it and its principals:
    - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
    - b) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local)

## PROFESSIONAL SERVICES AGREEMENT

transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 1.b) above; and
- d) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

2. Where Consultant is unable to certify to any of the statements in this certification, such Consultant shall attach an explanation to this Agreement. I acknowledge that this certification is to be furnished to State and the FHWA in connection with this Agreement involving participation of federal-aid highway funds and is subject to applicable, state and federal laws, both criminal and civil.

### **SECTION 30. LPA CERTIFICATION**

- 30.1 By signing this Agreement, I do hereby certify that, to the best of my knowledge, Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:
- a. employ or retain, or agree to employ or retain, any firm or person, or
  - b. pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.
- 30.2 I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this Agreement involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

### **SECTION 31. ENTIRE AGREEMENT**

This Agreement, including all exhibits and incorporations specified herein, constitutes the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than contained herein, and this Agreement supersedes all previous communications, representations, or other agreements or contracts, either oral or written hereto.

PROFESSIONAL SERVICES AGREEMENT

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

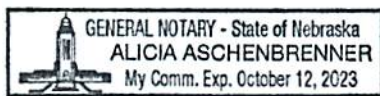
EXECUTED by Consultant this 26<sup>th</sup> day of June, 2020.

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

  
Vice President

STATE OF NEBRASKA                    )  
  )ss.  
SCOTTS BLUFF COUNTY                )

SUBSCRIBED AND SWORN to before me this 26<sup>th</sup> day of June, 2020, \_\_\_\_.



  
Notary Public

EXECUTED by the CITY OF SCOTTSBLUFF this \_\_\_\_\_ day of \_\_\_\_\_, 2020, \_\_\_\_.

CITY OF SCOTTSBLUFF  
Raymond Gonzales

\_\_\_\_\_  
Mayor

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.


\_\_\_\_\_  
Clerk

STATE OF NEBRASKA  
DEPARTMENT OF TRANSPORTATION  
Form of Agreement Approved for  
Federal Funding Eligibility  
Jodi Gibson

\_\_\_\_\_  
Local Assistance Division Manager      Date



City of Scottsbluff  
Master Pathways  
Plan - 2012

 Pedestrian Overpass  
 Pathway

- 1 Monument Pathway
- 2 Trailhead
- 3 Cleveland Field
- 4 Cleveland Field North
- 5 JC Park
- 6 Westmor Park
- 7 McCaffee Park
- 8 Don Park
- 9 Northwood Park
- 10 Terry Carpenter Park
- 11 HS Practice Field
- 12 Park and Path
- 13 Frank Park
- 14 Pioneer Park
- 15 Water Tower Park
- 16 Bee Lovell Park
- 17 Centennial Park
- 18 Senior Center
- 19 Mini Park
- 20 Neighbor Park
- 21 East Overland Park
- 22 Veterans Park
- 23 Monument Valley Pathways
- 24 Rebecca Winters' Grave & Historical Marker
- 25 Lacy Park
- 26 Riverside Zoo
- 27 Riverside CG
- 28 Riverside Park
- 29 Trails West Camp
- 30 Fairview Cemetery
- 31 YMCA Parking for Monument Pathway
- 32 Splash Arena
- 33 Constitution Park
- 34 Westmor Pool
- 35 13th Street Park

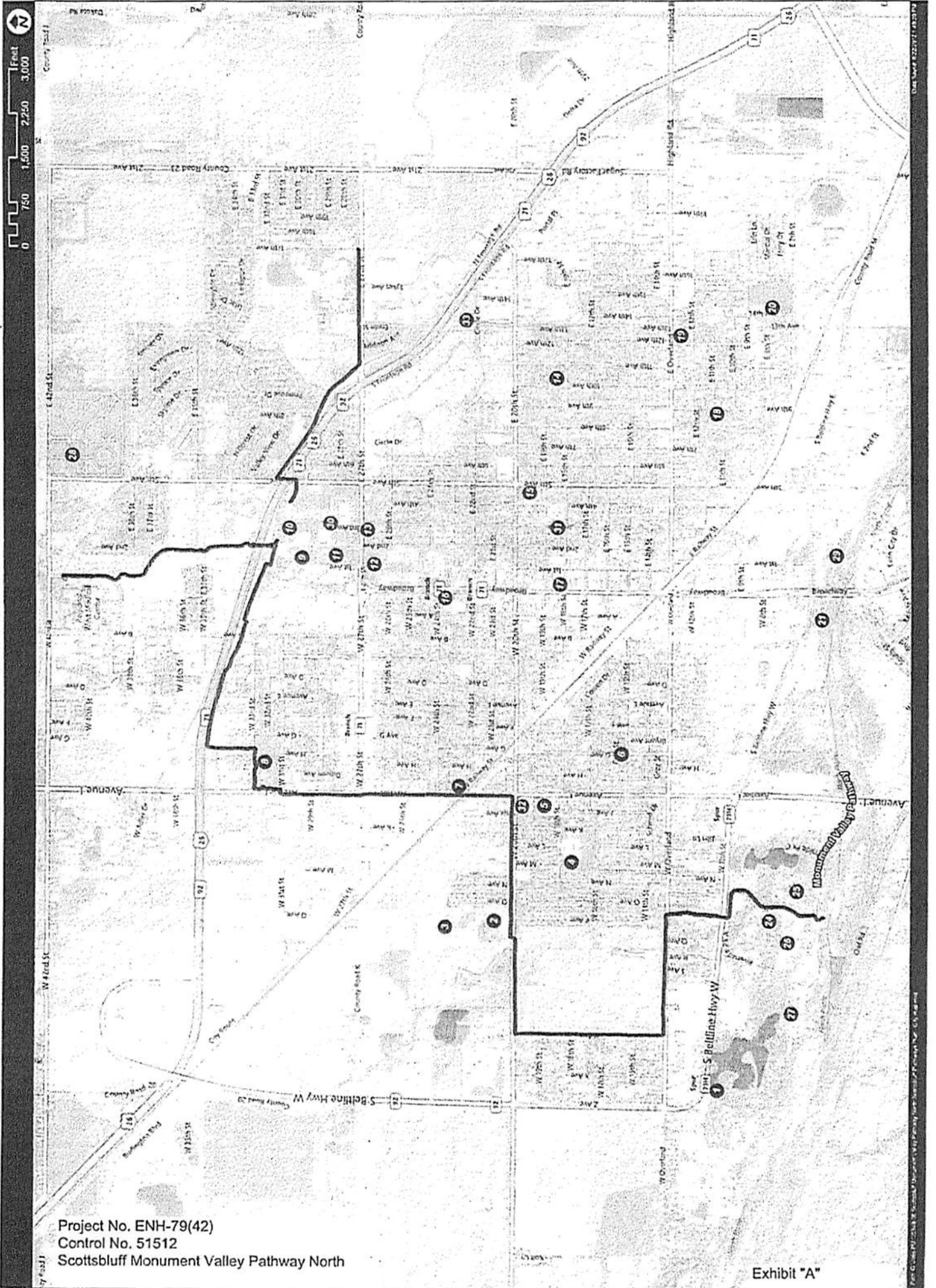
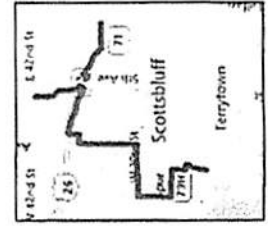


Exhibit "A"

Exhibit \_\_\_\_  
**SCOPE OF SERVICES**

**CONSTRUCTION ENGINEERING**  
**for**

**Project Name:** Scottsbluff Monument Valley Pathway North  
**Project Number:** ENH-79(42)  
**Control Number:** 51512

**A. PROJECT DESCRIPTION**

This scope provides for construction engineering services for Scottsbluff Monument Valley Pathway North in Scottsbluff, Nebraska. The project consists of the following improvements: Grading, Retaining Wall, MSE Wall, Concrete Pavement, Culverts, Seeding, Landscaping, Bridge, Electrical, Signing, and General Items.

M.C. Schaff & Associates, Inc., (Consultant) shall serve as agent for the City of Scottsbluff, (LPA), representing the LPA in all matters related to construction engineering services for this project.

It shall be the responsibility of the Consultant to administer, monitor, and inspect construction such that the project is constructed in conformity with the plans, specifications, and special provisions.

The Consultant shall inspect the Contractor's work to determine the progress and quality of work identify discrepancies, report significant discrepancies to the LPA and Department, and direct the Contractor to correct such observed discrepancies.

**B. APPLICABLE PUBLICATIONS**

Work shall be done in accordance with the following materials as currently adopted at the time of letting:

1. AASHTO Standard Specifications for Transportation Materials and Methods of Sampling and Testing
2. The ASTM Standards
3. NDOT Materials Sampling Guide
4. NDOT Construction Manual
5. NDOT Standard Specifications for Highway Construction
6. Project Plans
7. Contract Special Provisions
8. Manual on Uniform Traffic Control Devices (MUTCD) and NDOT's supplement to the MUTCD.
9. NDOT Final Review Manual
10. NDOT Standard Method of Tests for Laboratory and Field

**C. LPA SHALL PROVIDE**

The LPA, on an as needed basis, will furnish the following documents for the project.

1. Project description
2. Electronic Construction Plan files including current aerial photographs with project alignment, existing and new rights-of way (ROW) and easements, and LOC, if available
3. Plans and Special Provisions are available on the NDOT website
4. Roadside safety guidelines (Survey Crew Traffic Control Policy, see NDOT website)
5. Survey Field Books with control points and bench marks
6. NEPA Document
7. Other

These documents may be provided in either paper or electronic format.

Project Number: ENH-79(42)  
Control Number: 51512  
Construction Engineering Services

Exhibit "B"  
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## D. CONSULTANT SHALL PROVIDE

1. **Project Management and Coordination.** This task includes activities to initiate and monitor project schedules, workload assignments and internal cost controls throughout the project. Also included are efforts to prepare and process invoices and monthly progress reports; prepare project correspondence with the LPA and/or NDOT; maintain project records; and perform other duties of the Project Manager as defined in the NDOT Standard Specifications for Highway Construction.
  - 1.1 Project Management activities shall include the following:
    - Project Management – Provide management of project including staffing, scheduling, invoicing, progress reports, and coordination with designer.
    - Prepare Change Orders and submit copies to the appropriate parties for approval and full execution.
    - Maintain detailed Project Records and keep them current. All records shall be available at the LPA's office.
    - Generate contractor's progress and final Estimates in Site Manager
    - Review Contractor's Construction Schedule
    - Coordinate with LPA and RC regarding all project activities.
    - Make entries of project data and diary information into Site Manager on a daily basis. Insure that inspectors and lab personnel are maintaining appropriate daily work reports and all material records.
2. **Meetings.** Project staff will meet with the LPA, the Contractor, and NDOT when requested by the State, and prepare minutes of the meeting. For some projects, a public meeting may be held and the consultant's attendance may be required.
  - 2.1 Construction Inspection Planning Meeting - The LPA shall coordinate this meeting prior to start of construction to ensure roles and responsibilities are clear. Attendees should include the LPA RC, construction inspection personnel and NDOT State Representative.
  - 2.2 Pre-Construction Meeting - Prepare the agenda, attend, and distribute meeting notes.
  - 2.3 Construction Progress Meetings - Prepare the agenda, attend, and conduct periodic progress meetings with the LPA and/or NDOT personnel, contractor, sub-contractors, utility personnel, and other agencies affected by the project. FHWA shall be included for full Federal oversight projects. There will be approximately 52 meetings.
  - 2.4 Public Meeting (If Required) - Assist the LPA with scheduling and conducting a Public Meeting with Contractor and Residents prior to the start of project.
  - 2.5 Assume 0 trips to the project site for meetings.
3. **Traffic Control Plan.** Consultant shall prepare a traffic control plan for the project site. These plan sheet(s) are to be signed by a Professional Engineer licensed in the State of Nebraska. Traffic Control plans shall be reviewed by the State Representative prior to placing in service (Owner will use checklist 12-72 to audit and document the Consultant's completion of this activity). Once the plans are completed, they are to be submitted to the Person of Responsible Charge (RC).
  - 3.1 Prepare Traffic Control Plan in accordance to NDOT Standard Plans, MUTCD and the NDOT Supplement to the MUTCD. Sign and seal plans.
  - 3.2 Review and approve Traffic Control Plan (If Completed by Contractor) for conformance to the Contract's Special Provisions.
  - 3.3 Submit Plans to the RC for their records.
4. **SWPPP Inspections/Manual Updates.** Consultant shall conduct inspections bi-weekly and after every ½" or greater rain event according to permit regulations. The Stormwater

Project Number: ENH-79(42)  
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 Construction Engineering Services

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 Page 2 of 14

Pollution Prevention Plan (SWPPP) Manual shall be updated according to NDOT and/or LPA requirements.

- 4.1 Conduct **40** Inspections
- 4.2 Update SWPPP Manual and Temporary Erosion Control Plan
- 4.3 Assume **40** trips to the project site for SWPPP Inspections.

5. Construction Survey/Staking. The following tasks are required if the Consultant is providing Construction Surveying and Staking. This work shall be done in accordance with the NDOT Construction Manual.

- 5.1 Provide coordination of staking needs with Contractor.
- 5.2 Consultant shall verify and re-establish if necessary the survey control used during the preliminary engineering.
- 5.3 Stake limits of construction throughout project.
- 5.4 Mark removals including pavement removal limits. Stake right-of-way and construction easements.
- 5.5 Provide slope stakes for grading
- 5.6 Provide paving hubs. For structures storm sewer and pipe culverts, the consultant will provide grade stakes.
- 5.7 Provide cross-section for new culverts before providing a Culvert Order List to Contractor.
- 5.8 Stake fence relocation and guardrail.
- 5.9 Stake silt fence.
- 5.10 Verify existing tie-in elevations and locations and adjust new pavement grades to meet existing pavement.
- 5.11 Assume 0 trips to the project site for construction survey/staking.

All items will be staked one time. Except for re-staking required for staking done incorrectly, re-staking will be considered out-of-scope. Consultant will invoice the LPA for the re-staking. If re-staking is required because of the activities of the Contractor, the fee for re-staking will be withheld from Contractor payment.

6. Construction Consultation/Site Manager & Daily Work Report (DWR). Consultant shall contact RC/Designer as needed to obtain plan clarifications/interpretations. Maintain and review project materials and promptly enter information into Site Manager.

- 6.1 Construction Consultation/SiteManager & Daily Work Report (DWR)
  - Review and Enter Data into SiteManager
  - Maintain Project Field Diaries, Files, and Record data in SiteManager
  - Document and Review Daily Work Reports (DWRs)

7. Girder Shim Surveying. (Bridge Projects Only) The Designer (PE) shall determine the girder shim values, which are defined as the differences in elevation between the top-of-girder elevation and the top-of-slab elevation necessary at known points along the length of the girder during placement of the deck to result in the finished top-of-slab elevation to be correct after the girder has deflected under the weight of the slab.

- 7.1 Girder Shim Surveying
  - Shim shots will be taken at the locations as determined by the designer.
  - Elevations and rod readings need to be recorded by Consultant and submitted to PE at the time the shim shots are taken.

8. Perform Bearing Calculations. If pile driving is required on the project, the Consultant shall perform bearing capacity calculations in accordance with the NDOT Construction Manual.

- 8.1 Perform Bearing Calculations

9. Construction Inspection. Consultant shall perform material sampling and testing and complete inspection work and project management in accordance with the references list in Section B of this Exhibit. Consultant shall assume the duties of "Inspector, (also referred

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to in the NDOT Construction Manual as "Construction Technician", "Project Manager", and also "Engineer" (unless the context of use of the term "Engineer" would otherwise require), as those terms are defined and duties set out in the Standard Specifications for Highway Construction. Consultant shall assume that it is responsible for all duties of the "Engineer" unless notified otherwise by RC on behalf of LPA.

**9.1 Construction Inspection: Duties for construction inspection will include, but are not limited to, the following items:**

- Conduct wage rate interviews and review payrolls for correctness and Davis-Bacon Wage Rate compliance
- Verify that the performance of the work is in conformance with the plans, specifications, and special provisions.
- Conduct reviews for compliance with Disadvantaged Business Enterprise (DBE) commitments
- The Environmental Compliance Oversight Database (ECOD) system is used to monitor and document construction activities for compliance with NEPA (Environmental Review Checklist, Section 404, NPDES, SWPPP, Threatened and Endangered Species, etc.). The LPA's Responsible Charge (RC)/Project Liaison (PL) or their Construction Engineering Consultant is required to use ECOD to document assessment and compliance with all environmental commitments for the project. An Environmental Compliance Inspection Audit will be conducted by NDOT personnel. (NDOT will use checklist 12-20 to document the audit the LPA CE.).

The LPA (RC/PL) will assume responsibility for entering data into the ECOD system and environmental compliance on the date of Letter of Tentative Acceptance.

- NDOT will provide the Initial Threatened and Endangered Species surveys required as outlined in the conservation conditions; and follow up survey training for the Consultant's environmental inspection personnel. Follow-up surveys as may be required will be the responsibility of the Consultant. Any required surveys for compliance with the Migratory Bird Treaty Act will also be the responsibility of the Consultant. NDOT will not conduct these surveys.
- The Consultant will provide NDOT 30 days advance notice of the need for the initial T&E surveys so that NDOT personnel can be scheduled to perform this work.
- Review work zone traffic control devices daily and, at a minimum weekly interval, conduct a nighttime drive through review of temporary traffic control devices (per ATSSA Quality Standards for Work Zone Traffic Control Devices). Perform reflectivity check (DR form 481) of temporary devices at the start of construction activities and at six (6) month intervals or as conditions warrant.
- Collect, sign/date, and file all delivery tickets and material certifications. All required material certifications shall be submitted to NDOT Materials & Research Division accompanied by a completed DR-12 sample ID form or Site Manager Sample Record ID.
- Consultant shall forward shop drawings to the RC for review and approval by the design engineer. Shop drawing review is part of the scope of services for this construction engineering agreement
- Draft and review change order or time extension request including explanation of the issue and resolution and the justification for accepted prices and forward to RC. Once reviewed by NDOT and FHWA, proceed with the approval process. Forward a signed hardcopy to NDOT for further processing.
- Communicate and coordinate plan revisions and change orders with the Designer.
- Prepare a field checked culvert order list
- Prepare guardrail order list

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- Generate periodic progress estimates using SiteManager and forward to RC for further approval.
  - Review critical path schedule prepared by the Contractor for appropriateness and Current Controlling Operation (CCO) designation.
  - On bridge projects, the Inspector shall take periodic survey shots with the assistance of one of the Contractor's to ensure compliance with the plans. Locate permanent pavement markings
- 9.2 Measure, calculate, and document quantities of pay items
- 9.3 Keep all records and data up-to-date so that all necessary information appears on the Weekly Report of Working Days when they are generated at mid-week.
- 9.4 Assume 220 trips to the site for construction inspection

10. Perform Material Sampling and Testing. The Consultant shall perform material testing as required in accordance with the references list in Section B of this Exhibit. All testing and sampling personnel shall be certified to perform these duties in accordance with the NDOT Materials Sampling Guide section 28. All non-NDOT Laboratories shall be pre-qualified by NDOT's Materials and Research Division to conduct the testing they are contracted to perform.

**NDOT SHALL PROVIDE:**

Typical testing done by NDOT Materials and Research's Central lab (sampling and delivery for these materials is done by Consultant and submitted to NDOT):

All Aggregate

- Quality and Soundness acceptance testing
- Gradation verification testing

PG Binders & Emulsions

- All required acceptance testing

All Steel Products

- All testing required for heat number pre-approval and acceptance testing

Chemical Lab

- All required source pre-approval and acceptance testing

Smoothness

- NDOT will run all 10% verification testing for projects with Smoothness
- Specifications for pavement. NDOT will perform bridge smoothness testing on bridges receiving pavement on either side of the bridge

**CONSULTANT SHALL PROVIDE:**

(List of tests to be provided by NDOT)

- 10.1 Collect, verify, document and deliver all samples to testing lab
- 10.2 Collect, verify, document and deliver a copy of all required material certifications to the NDOT Materials and Research Central Lab.
- 10.3 Review and document test results of all samples and coordinate with owner for acceptance and incorporation into the project.\
- 10.4 Unsuitable soils or subgrade discovered during construction the agreement will be supplemented to allow the Consultant to evaluate the soils and determine an appropriate method of stabilization.
- 10.5 Assume 12 trips to the project site for Material Sampling and Testing.

11. As-Built Drawings. Prepare As-built drawings according to the LPA manual and the current directions from the NDOT Final Review Section.

11.1 As-Built Drawings

12. Final Inspections. Consultant shall prepare a punch list of items for the project site and conduct a final project walk-through inspection with the LPA RC and NDOT State

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Control Number: 51512  
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Representative to verify that corrective work identified on the punch list has been completed.

12.1 Walkthrough of Site and Preparation of Punch List

12.2 Review Project to verify that Punch List work has been completed (Owner will use LPA Manual checklist 12-75 to audit and document the Consultant's completion of this activity)

13. Project Closeout. Assist RC with compiling project construction records as requested. Assemble and transmit Final Construction Records to LPA RC in paper format (printed single sided), including:

13.1 Project Closeout activities shall include the following:

- Project Manager's Final Estimate
- Copy of Consultant PM's (representing LPA) Concurrence/Non-Concurrence Letter w/ Certified Mail Receipt Enclosed.
- Copy of Contractor's signed Concurrence/Non-Concurrence Letter
- Memo of Major Item Review
- Memo of Time Allowance Review (Required only if the Contractor has overrun on the Contract Time Allowance.)
- Borrow Site Memo
- City Agreement Letter
- Project Completion Memo - The Consultant's PM should perform this in an e-mail to the NDOT Rep with the required information – check with the NDOT Rep for this. The Consultant should ensure that the LPA RC sends a letter of Tentative Acceptance (per NDOT format) to the Contractor – send copies to the NDOT Rep.
- Sign Deduction Memo (If required)
- Material Review Memo
- SiteManager PM Diary Report
- SiteManager Contract Item Report for all Contract Items
- All NDOT Spreadsheets and Workbooks used for Contract Item supportive documentation.
- All Contractor-provided Asphalt QA/QC Test Results (asphalt projects)
- Project Culvert Field Book with information per the NDOT Construction Manual
- Signed and stamped As Built Plans (full size)
- Copy of Evaluation(s) of Contractor
- LPA CE Project Closeout Checklist (LPA Manual Checklist 14-10)
- Deliver Final Construction Records to LPA RC, including Form DR-299 - Project Construction Conformity Certification and ensure that the LPA RC completes the LPA RC Project Closeout Checklist (LPA Manual checklist 14-20 and includes it in the Final Records provided to the NDOT State Representative for review)

14. Other. (Additional project specific tasks may be added here)

14.1 Other

14.2 Other

## E. SCHEDULE

1. Notice to Proceed:                     

2. The Consultant shall provide a schedule of activities and deliverables upon award

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Exhibit "B"  
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**Staffing Plan****Construction Engineering**Project Name: Scottsbluff Monument Valley Pathway NorthProject Number: ENH-79(42)Consultant: M.C. Schaff & Associates, Inc.Control Number: 51512Consultant PM: Don Dye, 308-635-1926, ddye@mcschaff.comNDOT PC: Judy Borer, 402-479-4435, judy.borer@nebraska.govDate: May 19, 2020

#	Code	Classification	#	Code	Classification
1	PR	Principal	6	SCM	Survey Crew Member
2	PM	Project Manager	7	INS1	Inspector 1
3	ENG	Engineer	8	INS2	Inspector 2
4	DES	Designer/CADD Tech	9	ADM	Administrative
5	SCC	Survey Crew Chief	10	UD	User Defined

**Financial Data**Overhead Rate: 207.46%Profit Rate: 11.80%FCCM (if applies): 

Use latest available data

**STAFFING PLAN**

Template: T-WB-Construction Engr Fee Proposal (rev 10-23-2019) SRC Multi-year

Employee Name	Job Title & Certifications	Current Actual Hourly Rate	% Assigned
<b>Principal</b>			
Dave Schaff	Principal	\$89.40	100%
<b>Project Manager</b>			
Don Dye	Project Manager	\$52.88	100%
<b>Engineer</b>			
Adam Vath	Project Engineer	\$40.00	80%
Michael Olsen	Project Engineer	\$36.04	20%
<b>Designer/CADD Tech</b>			
Troy Dondelinger	CAD Tech	\$22.12	75%
Susan Myers	GIS Tech	\$27.64	25%
<b>Survey Crew Chief</b>			
Dennis Sullivan	Survey Crew Chief	\$27.00	100%
<b>Survey Crew Member</b>			
Dustin Beaudette	Surveyor	\$27.00	50%
Gregg Schilz	Surveyor	\$27.00	50%
<b>Inspector 1</b>			
Stuart Berens	Inspector	\$20.56	40%
Brian Ferguson	Inspector	\$19.76	40%
Tom Cooper	Inspector	\$18.52	20%
<b>Inspector 2</b>			
Kevin Misner	Lead Inspector	\$25.00	10%
Doug Gompert	Lead Inspector	\$23.56	90%
<b>Administrative</b>			
Alicia Aschenbrenner	Office Supervisor	\$28.00	80%
Michelle Grant	Secretary	\$18.28	20%
<b>User Defined</b>			

Exhibit "B"  
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## SRC Billing Rates

## Construction Engineering

Date: May 19, 2020

Consultant: M.C. Schaff & Associates, Inc.

### SRC Billing Rates Calculated based on:

Overhead:	207.46%
Profit Rate:	11.80%
FCCM (if applies):	
Salary Escalation Factor:	3.0%

### Weighting

25%  
75%  
  
100%

Period 1: NTP through: December 31, 2020  
Period 2: Labor beginning: January 1, 2021  
Period 3: Labor beginning: January 1, 2022  
Period 4: Labor beginning: January 1, 2023  
% of work estimated during each period

### SRC BILLING RATE per employee

New Employee Multiplier = 3.44

Employee Name	Current Rate	SRC Billing Rate				%
		Period 1	Period 2	Period 3	Period 4	Assigned
Principal						
Dave Schaff	\$89.40	\$307.00	\$316.00	\$325.00		100%
Weighted Rate For Calculating Contract Max:	\$313.75	\$307.00	\$316.00	\$325.00		
Project Manager						
Don Dye	\$52.88	\$182.00	\$187.00	\$193.00		100%
Weighted Rate For Calculating Contract Max:	\$185.75	\$182.00	\$187.00	\$193.00		
Engineer						
Adam Vath	\$40.00	\$137.00	\$141.00	\$145.00		80%
Michael Olsen	\$36.04	\$124.00	\$128.00	\$132.00		20%
Weighted Rate For Calculating Contract Max:	\$137.40	\$134.40	\$138.40	\$142.40		
Designer/CADD Tech						
Troy Dondelinger	\$22.12	\$76.00	\$78.00	\$80.00		75%
Susan Myers	\$27.64	\$95.00	\$98.00	\$101.00		25%
Weighted Rate For Calculating Contract Max:	\$82.44	\$80.70	\$83.00	\$85.20		
Survey Crew Chief						
Dennis Sullivan	\$27.00	\$93.00	\$96.00	\$99.00		100%
Weighted Rate For Calculating Contract Max:	\$95.25	\$93.00	\$96.00	\$99.00		
Survey Crew Member						
Dustin Beaudette	\$27.00	\$93.00	\$96.00	\$99.00		50%
Gregg Schilz	\$27.00	\$93.00	\$96.00	\$99.00		50%
Weighted Rate For Calculating Contract Max:	\$95.25	\$93.00	\$96.00	\$99.00		
Inspector 1						
Stuart Berens	\$20.56	\$71.00	\$73.00	\$75.00		40%
Brian Ferguson	\$19.76	\$68.00	\$70.00	\$72.00		40%
Tom Cooper	\$18.52	\$64.00	\$66.00	\$68.00		20%
Weighted Rate For Calculating Contract Max:	\$69.90	\$68.40	\$70.40	\$72.40		
Inspector 2						
Kevin Misner	\$25.00	\$86.00	\$89.00	\$92.00		10%
Doug Gompert	\$23.56	\$81.00	\$83.00	\$85.00		90%
Weighted Rate For Calculating Contract Max:	\$83.08	\$81.80	\$83.80	\$85.70		
Administrative						
Alicia Aschenbrenner	\$28.00	\$96.00	\$99.00	\$102.00		80%
Michelle Grant	\$18.28	\$63.00	\$65.00	\$67.00		20%
Weighted Rate For Calculating Contract Max:	\$91.50	\$89.40	\$92.00	\$95.00		
User Defined						
Weighted Rate For Calculating Contract Max:						

Exhibit "B"  
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## Consultant's Estimate of Hours

## Construction Engineering

**Project Name:** Scottsbluff Monument Valley Pathway North

**Project Number:** ENH-79(42)

**Consultant:** M.C. Schaff & Associates, Inc.

**Control Number:** 51512

**Consultant PM:** Don Dye, 308-635-1926, ddye@mcschaff.com

**NDOT PC:** Judy Borer, 402-479-4435, judy.borer@nebraska.gov

**Date:** May 19, 2020

TASKS	PERSONNEL CLASSIFICATIONS										Total
	PR	PM	ENG	DES	SCC	SCM	INS1	INS2	ADM	UD	
<b>1. Project Management &amp; Coordination</b>	<b>52</b>	<b>412</b>				<b>12</b>		<b>16</b>	<b>42</b>		<b>534</b>
1.1 Project Management	52	412							42		506
1.2 Plan and Spec review, project setup						12		16			28
<b>2. Meetings</b>	<b>18</b>	<b>116</b>	<b>18</b>	<b>8</b>		<b>4</b>	<b>4</b>	<b>6</b>	<b>2</b>		<b>176</b>
2.1 Construction Inspection Planning Meeting	2	4	2			2	2	2			14
2.2 Pre-Construction Meeting	2	8	2			2	2	2	2		20
2.3 Construction Progress Meetings	12	96	8								116
2.4 Public Meeting (If Required)	2	8	6	8				2			26
2.5 Trips to Site (Travel Time) for Meetings											
<b>3. Traffic Control Plan</b>	<b>1</b>	<b>3</b>	<b>16</b>	<b>8</b>					<b>2</b>		<b>30</b>
3.1 Prepare Traffic Control Plan		2	16	8					2		28
3.2 Review Traffic Ctrl Plan (If completed by Contractor)											
3.3 Sign and Submit Plans to the RC	1	1									2
<b>4. SWPPP Inspections/Manual Updates</b>							<b>80</b>				<b>80</b>
4.1 Conduct Inspections							40				40
4.2 Update SWPPP Manual							40				40
4.3 Trips to Site (Travel Time) for SWPPP Inseptions											
<b>5. Construction Survey/Staking</b>				<b>129</b>	<b>68</b>	<b>508</b>					<b>705</b>
5.1 Provide coordination of staking needs w/ Contractor					26						26
5.2 Verify and re-establish the survey control, if needed				4	2	16					22
5.3 Stake limits of construction throughout project				8	4	40					52
5.4 Mark removal limits. Stake ROW & const easements				8	4	32					44
5.5 Provide slope stakes for grading				54	16	216					286
5.6 Provide paving hubs				30	12	120					162
5.7 Provide cross-section for new culverts				12	4	32					48
5.8 Stake fence relocation and guardrail				4		16					20
5.9 Stake silt fence				8		32					40
5.10 Verify exist tie-in elevations, adjust pavement grades				1		4					5
5.11 Trips to Site (Travel Time) for Const Survey/Staking											
<b>6. Construction Consultation/Site Manager &amp; Daily Work Report (DWR)</b>		<b>104</b>	<b>104</b>				<b>52</b>	<b>104</b>			<b>364</b>
6.1 Construction Consultation/Site Manager & DWR		104	104				52	104			364
<b>7. Girder Shim Surveying (Bridge Projs Only)</b>											

Exhibit "B"  
Page 9 of 14



TASKS	PERSONNEL CLASSIFICATIONS										
	PR	PM	ENG	DES	SCC	SCM	INS1	INS2	ADM	UD	Total
7.1 Girder Shim Shots for Steel Girder Bridges											
7.2 Concrete Slab Bridge Deck Form Checks											
7.3 Trips											
<b>8. Perform Bearing Calculations</b>		8	16								24
8.1 Perform Bearing Calculations		8	16								24
<b>9. Construction Inspection</b>		52	40	40			935	2380			3447
9.1 Construction Inspection							880	2270			3150
9.2 Measure, calculate, and document qty of pay items			40	40			55	110			245
9.3 Maintain records/data, prepare Weekly Report of WDs		52									52
9.4 Trips to Site (Travel Time) for Const Inspection											
<b>10. Perform Material Sampling and Testing</b>		52	52				24	16			144
10.1 Collect, verify, document, deliver all samples to test lab							24				24
10.2 Provide all req'd material certs to the NDOR M&R Lab								16			16
10.3 Review and document all test results of all samples		52	52								104
10.4 Trips to Site (Travel) for Delivery & Collecting Samples											
<b>11. As-Built Drawings</b>		24	120	60				40	12		256
11.1 Prepare As-Built Drawings		24	120	60				40	12		256
<b>12. Final Inspections</b>	16	70	128					52	8		274
12.1 Walkthrough of Site and Preparation of Punch List		10	8					8			26
12.2 Review Project to verify Punch List has been complete								4			4
<b>13. Project Closeout</b>											
13.1 Project Closeout	16	60	120					40	8		244
<b>14. Other</b>											
14.1											
14.2											
<b>Total Days</b>	10.9	105	61.8	30.6	8.5	65.5	137	327	8.3		754
<b>Total Hours</b>	87	841	494	245	68	524	1095	2614	66		6,034.0

**Direct Expenses****Construction Engineering**

Project Name: Scottsbluff Monument Valley Pathway North  
Consultant: M.C. Schaff & Associates, Inc.

Project Number: ENH-79(42)  
Control Number: 51512

Subconsultants:			Amount
Subtotal			
Printing and Reproduction:	Qty	Unit Cost	Amount
Subtotal			
Mileage/Travel:	Qty	Unit Cost	Amount
Mileage/Travel:		\$0.580	
Subtotal			
Lodging/Meals:	Qty	Unit Cost	Amount
Motel - Standard Rate \$94+tax		\$110.00	
Motel - Omaha/Douglas Co. \$109+tax		\$125.00	
Meals & Incidentals (Standard Rate)		\$55.00	
Meals & Incidentals (Omaha/Douglas Co.)		\$61.00	
Subtotal			
Other Miscellaneous Costs:	Qty	Unit Cost	Amount
By Panhandle Geotechnical & Environmental			
Standard Proctor	10	\$135.00	\$1,350.00
Gradation	24	\$109.00	\$2,616.00
Cylinder Compression Tests	540	\$18.00	\$9,720.00
Subtotal			\$13,686.00
TOTAL DIRECT EXPENSES			\$13,686.00

Exhibit "B"  
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Notes & Assumptions	Construction Engineering
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Notes & Assumptions	Construction Engineering
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**Project Name:** Construction Engineering

**Consultant:** M.C. Schaff & Associates, Inc.

Project Number: ENH-79(42)

Control Number: 51512

Notes & Assumptions
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No trip expenses included due to the project being local

No saxometer included
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Assumes staking bike trail every 50-feet on one side only

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.



<b>Project Cost &amp; Breakdown</b>	<b>Construction Engineering</b>
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<b>Project Name:</b> <u>Scottsbluff Monument Valley Pathway North</u> <b>Consultant:</b> <u>M.C. Schaff &amp; Associates, Inc.</u> <b>Consultant PM:</b> <u>Don Dye, 308-635-1926, ddye@mcschaff.com</u> <b>NDOT PC:</b> <u>Judy Borer, 402-479-4435, judy.borer@nebraska.gov</u> <b>Date:</b> <u>May 19, 2020</u>	<b>Project Number:</b> <u>ENH-79(42)</u> <b>Control Number:</b> <u>51512</u>
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LABOR COSTS			
Classification	Hours	Weighted Rate	Amount
Principal	87	\$313.75	\$27,296.25
Project Manager	841	\$185.75	\$156,215.75
Engineer	494	\$137.40	\$67,875.60
Designer/CADD Tech	245	\$82.44	\$20,197.80
Survey Crew Chief	68	\$95.25	\$6,477.00
Survey Crew Member	524	\$95.25	\$49,911.00
Inspector 1	1,095	\$69.90	\$76,540.50
Inspector 2	2,614	\$83.08	\$217,171.12
Administrative	66	\$91.50	\$6,039.00
User Defined			
6034		Subtotal	\$627,724.02

DIRECT EXPENSES	Amount
Subconsultants:	
Printing And Reproduction:	
Mileage/Travel:	
Lodging/Meals:	
Other Miscellaneous Costs:	\$13,686.00
Subtotal	\$13,686.00

TOTAL PROJECT COSTS	Amount
Labor Costs	\$627,724.02
Direct Expenses	\$13,686.00
TOTAL COST	\$641,410.02

LABOR COST BY MAJOR TASKS	Direct Labor	Amount
1. Project Management & Coordination	\$99,159.28	\$99,159.28
2. Meetings	\$31,669.30	\$31,669.30
3. Traffic Control Plan	\$3,911.92	\$3,911.92
4. SWPPP Inspections/Manual Updates	\$5,592.00	\$5,592.00
5. Construction Survey/Staking	\$65,498.76	\$65,498.76
6. Construction Consultation/Site Manager & Daily	\$45,882.72	\$45,882.72
7. Girder Shim Surveying (Bridge Projs Only)		
12. Final Inspections	\$40,661.86	\$40,661.86
	\$292,375.84	\$292,375.84

## Construction Engineering

Project Number:

Control Number: \_\_\_\_\_

LPA RC: n/a

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

**Starting Location:**

**Ending Location:**

Roundtrip distance to/from (miles):

Roundtrip travel time (minutes):

# of Roundtrips/Staff --&gt; PR:

--> PM:

--> ENG:

--> DES:

--> SCC:

--> SCM:

--> INS1.

--> INS2:

ADM:

--> UD:

05.

Total:	20	0.5
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**Note:** Total miles assumes each staff travels separately

Enter Number of Working Days :

Obtain # of working days from NDOR

Assumed  hours/Working Day

Exhibit "B"  
Page 14 of 14



1. **PAYMENT METHOD**

Payments under this Agreement will be made based on a Specific Rates of Compensation (SRC) payment method up to a maximum not-to-exceed amount.

2. **MAXIMUM AGREEMENT AMOUNTS**

The following are the maximum amounts established in this Agreement for each category of cost. Consultant shall not exceed these amounts without prior written approval from LPA, or State on LPA's behalf.

AMOUNT	CATEGORY
\$627,724.02	for actual direct labor costs
\$ 13,686.00	for direct expenses
\$641,410.02	total agreement amount

3. **SUBCONSULTANT OVER-RUNS AND UNDER-RUNS**

Consultant shall require all of its subconsultants to notify Consultant any time it has been determined that a subconsultant's costs will exceed its fee estimate (over-run). Consultant must provide acceptable justification and obtain LPA, or State on LPA's behalf, prior written approval before exceeding the subconsultant's fee estimate. If the amount of any subconsultant's cost is less than its fee estimate (under-run), Consultant understands that the amount of the under-run will be subtracted from the total compensation to be paid to Consultant under this Agreement, unless LPA, or State on LPA's behalf, gives prior written approval and, if necessary, approval from Federal Highway Administration (FHWA).

4. **ALLOWABLE COSTS**

Allowable costs are direct labor costs and direct non-labor costs, as defined below, which Consultant has incurred within 90 days before State received Consultant's invoice. Costs that Consultant incurred to correct mistakes or errors attributable to Consultant's or Subconsultant's own actions are not allowable costs, even if those costs would not exceed the amounts listed in Section 2. MAXIMUM AGREEMENT AMOUNTS.

A. Direct Labor Costs are based on the specific rate of compensation (SRC or billing rate)

Consultant will charge LPA for Consultant's employees' time working directly on this project. The direct labor costs is calculated by multiplying the SRC rate, as indicated on the Staffing Plan in Exhibit "B", Consultant's Fee Proposal, by the hours worked. The Staffing Plan must identify by name all employees of the Consultant who are reasonably expected to provide Services under this Agreement. For employees not listed on the Staffing Plan, the SRC rate for that employee shall be calculated in the same manner as employees listed on the staffing plan, using the same overhead and fee for profit rate, if applicable, and such calculation must be shown on the first invoice that includes direct labor.

2) Time Reports: The hours charged to the project must be supported by adequate time distribution records that clearly indicate the distribution of hours by all employees to all projects/activities on a daily basis for the entire pay period. Time reports must provide a clear identifying link to the projects, such as project description, project number, pertinent work phase, dates of service, and the employee's name and position. There must be an adequate system of internal



controls in place to ensure that time charges to projects are accurate and have the appropriate supervisory approval.

B. *This section has intentionally been left blank.*

C. Direct Non-Labor Costs (Direct Expenses) are all necessary, actual, properly documented, and allowable costs related to the Consultant completing the Services. All costs must be supported by detailed receipts or invoices. Direct non-labor costs include, but are not limited to, the following:

*Transportation, mileage, lodging, and meals, subject to limitations specified below; Communication costs; Reproduction and printing costs; Special equipment and materials required for the project and approved by LPA, or State on LPA's behalf; Special insurance premiums if required solely for this Agreement; Subconsultant costs; Such other allowable items as approved by LPA, or State on LPA's behalf.*

- 1) A non-labor cost charged as a direct cost cannot be included in Consultant's overhead rate. If, for reasons of practicality, Consultant is treating a direct non-labor cost category in its entirety as an overhead cost, then costs from that category are not eligible to be billed to this project as a direct expense.
- 2) Subconsultant costs may not exceed the costs shown on the attached Consultant's Fee Proposal for each subconsultant unless agreed upon by the Consultant and LPA, or State on LPA's behalf. Consultant shall require subconsultant costs to have the same level of documentation as required of Consultant. Consultant must review subconsultants' invoices and progress reports to ensure they are accurate, costs are allowable, and properly documented before sending invoices of those costs to State.
- 3) The following direct non-labor costs (direct expenses) will be reimbursed at actual costs, not to exceed the rates as shown below.
  - a) TRANSPORTATION – Automobile rentals, air fares, and taxi/shuttle transportation will be actual reasonable cost and, if discounts are applicable, the Consultant shall give LPA and State the benefit of all discounts. Receipts must be submitted with invoices. A bank card receipt alone is not sufficient documentation.
  - b) MILEAGE – The reimbursement for mileage associated with the use of company owned vehicles will be the prevailing standard rate as established by the Internal Revenue Service (IRS) through its Revenue Procedures. Reimbursement for mileage associated with the use of a privately owned vehicle (POV), is limited to the lesser of:
    - (i) The mileage rate that the Consultant reimbursed to the person who submitted the claim for POV use; or
    - (ii) The prevailing standard rate as established by the IRS.
  - c) LODGING – The reimbursement for lodging rates will be limited to the prevailing standard rate as indicated on the U.S. General Services Administration's (GSA) website at <http://www.gsa.gov/portal/category/100120>. Consultant shall give LPA and State the benefit of all lodging discounts. Receipts must be submitted with invoices.
  - d) MEALS – The reimbursement for meals and incidental expenses will be limited to the prevailing standard rate as indicated on the GSA website noted above.



Expenses for alcoholic beverages are not allowed. Consultant shall give LPA and State the benefit of all meal discounts.

- (i) For Consultant and its employees to be eligible for the meal allowance, the following criteria must be met.

Breakfast:

- Employee is required to depart at or before 6:30 a.m., or
- Employee is on overnight travel.

Lunch:

- Employee must be on overnight travel. No reimbursement for same day travel.
- Employee is required to leave for overnight travel at or before 11:00 a.m., or
- Employee returns from overnight travel at or after 2:00 p.m.

Dinner:

- Employee leaves for overnight travel at or before 5:00 p.m., or
- Employee returns from overnight travel or work location at or after 7:00 p.m., or
- Employee is on overnight travel.

- (ii) Meals are not eligible for reimbursement if the employee eats within 20 miles of the headquarters town of the employee.
- (iii) Meal receipts must itemize all food and drinks purchased. A bank card receipt alone is not sufficient documentation. If receipt does not itemize all food and drink purchased at the meal, reimbursement is limited to a maximum of \$4.99 for that meal.
- (iv) Reimbursement for meal gratuities/tips will be whatever is usual or customary, but should not exceed 20 percent.

**5. INELIGIBLE COSTS**

State will not pay for costs incurred prior to the Notice to Proceed date or after the completion deadline date set out in the NOTICE TO PROCEED AND COMPLETION SCHEDULE Section of this Agreement or as approved in writing by LPA, or State on LPA's behalf. Per Section 4. ALLOWABLE COSTS, State will not pay for costs incurred, but not submitted to State within 90 days of the date incurred. Consultant (including its employees) is assumed to have incurred travel costs on the day travel occurred. Consultant is assumed to have incurred costs from a Subconsultant on the same day the Subconsultant incurred the cost.

**6. *This section has intentionally been left blank.***

**7. INVOICES AND PROGRESS REPORTS**

- A. Consultant shall promptly submit invoices to State based on Consultant's billing period, but shall not submit more than one invoice per month. Invoices must include all services completed and allowable costs incurred during the billing period. Invoices may also include a request for services provided or costs incurred during a prior billing period, including subconsultant costs, with an explanation for why those costs were not previously included in an invoice, so long as those costs were incurred no more than 90 days prior to State's receipt of the invoice. Accordingly, State retains the sole discretion to not pay for costs incurred that have not been invoiced as provided above.
- B. In the event Consultant has incurred otherwise allowable costs, and such costs would exceed the maximum direct labor costs or total agreement amount listed in Section 2.



MAXIMUM AGREEMENT AMOUNTS, Consultant shall list such costs on the invoice, but they must be subtracted from the total invoice amount submitted to State for payment.

C. Content of Invoice Package (In order presented)

1) Consultant's Invoice:

- i. The first page of an invoice must identify the company's name and address, invoice number, invoice date, invoicing period (beginning and ending dates of services), and agreement or task order number.
- ii. The invoice or accompanying supporting documentation must identify each employee by name and classification, the hours worked, and the specific rate of compensation (billing rate) for each employee.
- iii. Direct non-labor expenses:
  1. Direct non-labor expenses, other than travel-related expenses, must be itemized and provide a complete description of each item billed with supporting receipts or invoices.
  2. Travel-related expenses must be summarized and submitted on NDOT Form 163 (see below). Supporting receipts must be submitted with NDOT Form 163 when invoicing for these expenses.
  3. All supporting receipts must be kept as required in Section 18.
- iv. Subconsultant Services: Consultant shall require subconsultants to provide the same supporting documentation, invoices, and receipts as Consultant is required to retain and submit.

CONSULTANT COST RECORD RETENTION.

- 2) Progress Report: A Progress Report must accompany the invoice package documenting Consultant's work during the service period. If an invoice is not submitted monthly, then a Progress Report must be submitted at least quarterly via email to LPA and State's Project Coordinator. All Progress Reports must include, but are not limited to, the following:
  - i. A description of the Services completed for the service period to substantiate the invoiced amount.
  - ii. A description of the Services anticipated for the next service period
  - iii. A list of information Consultant needs from LPA, or State on LPA's behalf
  - iv. Percent of Services completed to date
- 3) Cost Breakdown Form: Each invoice package must include a completed "Cost Breakdown Form" (NDOT Form 162). This form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>.
- 4) Travel Log: If an invoice contains any travel-related expenses, then a completed "Invoice Travel Log" (NDOT Form 163) must be included with the invoice package. This form is available on the State's website. Upon approval by State, Consultant may use a substitute Invoice Travel Log provided it documents substantially the same information as NDOT Form 163. The Travel Log must document the employee's name, locations traveled, date/time of departure to the project, date/time of return to the headquarters town, and expenses for transportation, meals, and lodging.



D. All invoice packages (invoice, progress report, required NDOT Forms, supporting material) must be submitted electronically through State's OnBase Invoice Workflow System for review, approval, and payment. The user guide for the OnBase Invoice Workflow system, along with training videos can be found at <http://dot.nebraska.gov/business-center/consultant/onbase-help/>.

E. Notice of Public Record: Documents submitted to State, including invoices, supporting documentation, and other information are subject to disclosure by State pursuant to the Nebraska Public Records Act found at Neb. Rev. Stat. § 84-712 et.seq.

ACCORDINGLY, CONSULTANT SHALL REDACT OR NOT SUBMIT TO STATE INFORMATION THAT IS CONFIDENTIAL, INCLUDING, BUT NOT LIMITED TO, FINANCIAL INFORMATION SUCH AS SOCIAL SECURITY NUMBERS, TAX ID NUMBERS, OR BANK ACCOUNT NUMBERS. Consultant understands that State does not have sufficient resources to review and redact confidential information submitted by Consultant. If such confidential information is submitted, Consultant shall have no right of action of any kind against State for the disclosure of such information.

**8. PAYMENTS**

State, on LPA's behalf, will pay Consultant after receipt of Consultant's invoice and determination by LPA, or State on LPA's behalf, that the invoice and progress report adequately substantiate the Services provided, and the Services were completed in accordance with this Agreement. Payments will not be made if the progress report does not provide adequate substantiation for the Services, or LPA or State determines that the Services have not been properly completed. State, on LPA's behalf, will make a reasonable effort to pay Consultant within 30 days of receipt of Consultant's invoices.

**9. PROMPT PAYMENT CLAUSE**

Consultant shall include a "Prompt Payment Clause" as a part of every subcontract for work, including lower tier subcontracts. The "Prompt Payment Clause" will require progress payments to all subconsultants for all work completed, within twenty (20) calendar days after receipt of progress payments from the State for said work. If Consultant fails to carry out the requirements of the "Prompt Payment Clause" without just cause, is a material breach of this Agreement. In such situation, State may withhold any payment due to Consultant until all delinquent payments have been made (no interest will be paid for the period that payment was withheld), terminate this Agreement, or any other such remedy as State deems appropriate. Consultant may withhold payment from a subcontractor only for just cause, and must notify the State in writing of its intent to withhold payment before actually withholding payment. Consultant shall not withhold, delay, or postpone payment without first receiving written approval from the State.

**10. SUSPENSION OF PAYMENTS**

When work is suspended on this project, payments shall be suspended until the work resumes or this Agreement is terminated. Consultant shall not be compensated for any work completed or costs incurred on the project after the date of suspension. When work is suspended for convenience, Consultant shall be compensated for work completed, or costs incurred prior to the date of suspension. When work is suspended for cause, payments shall be withheld until all remedial action is completed by Consultant to the satisfaction of LPA and State, at Consultant's sole cost.



11. *This section has intentionally been left blank.*

**12. FINAL INVOICE AND PAYMENT**

Upon completion of the Services under this Agreement, Consultant shall submit their final invoice. After receipt of final invoice and determination by LPA, or State on LPA's behalf, that the final invoice and Progress Report adequately substantiate the Services provided and the Services were completed in accordance with this Agreement, State, on LPA's behalf, will pay Consultant. Acceptance of the final payment by Consultant will constitute and operate as a release to LPA and State for all claims and liability to Consultant, its representatives, and assigns, for any and all things done, furnished, or relating to the Services rendered by or in connection with this Agreement or any part thereof.

**13. AGREEMENT CLOSE-OUT**

Upon submitting its final invoice, the Consultant must complete and submit to LPA, or State on LPA's behalf, a Notification of Completion Form (NDOT Form 39). The form is generated and submitted electronically through State's OnBase Invoice Workflow System. Instructions for generating and submitting the NDOT Form 39 are available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. Consultant shall submit NDOT 39 Form within 90 days of completion of the work under this Agreement, and if such Form is not timely submitted, State may audit and close the Agreement without accepting any further invoices from Consultant.

**14. FEDERAL COST PRINCIPLES**

LPA will not make payments directly to Consultant for services performed under this agreement. Instead, the State will serve as a paying agent for LPA, and will pay Consultant directly for properly submitted and approved invoices using both LPA and Federal funds based on the applicable project federal cost participation percentage. The following process shall apply whenever the LPA, the State or the FHWA determines that certain costs, previously paid to Consultant, should not have been paid with federal funds by the State to Consultant. Consultant shall immediately repay the State the federal share of the previously paid amount and may invoice LPA for the costs repaid to the State. LPA shall promptly pay the full amount of the invoice from its own funds unless LPA, in good faith, disputes whether the Consultant is entitled to the payment under the agreement or the amount of the invoice. In the event of a dispute between LPA and Consultant, the dispute resolution process, outlined Section 4.4.3.5 DISPUTE RESOLUTION of the LPA Manual, shall be used by the parties. For performance of Services as specified in this Agreement, State will pay Consultant subject to the terms of this Agreement and all requirements and limitations of the federal cost principles contained in the Federal Acquisition Regulations [48 CFR 31 \(Contract Cost Principles and Procedures\)](#).

**15. OUT-OF-SCOPE SERVICES AND CONSULTANT WORK ORDERS**

LPA, or State on LPA's behalf, may request that Consultant provide services that, in the opinion of Consultant, are in addition to or different from those set out in the Scope of Services. When LPA, or State on LPA's behalf, decides that these out-of-scope services may require an adjustment in costs, Consultant shall provide in writing:

- A. A description of the out-of-scope services,
- B. An explanation of why Consultant believes that the out-of-scope services are not within the original Scope of Services and additional work effort is required,



- C. An estimate of the cost to complete the out-of-scope services. Consultant must receive written approval from LPA, or State on LPA's behalf, before proceeding with the out-of-scope services. Before written approval will be given by LPA, or State on LPA's behalf, LPA or State must determine that the situation meets the following criteria:
- 1) The out-of-scope services are not within the original Scope of Services and additional work effort is required;
  - 2) The out-of-scope services are within the basic scope of services under which Consultant was selected and Agreement entered into; and
  - 3) It is in the best interest of LPA that the out-of-scope services be performed under this Agreement.

Once the need for a modification to the Agreement has been established, the State, on LPA's behalf, will prepare a supplemental agreement. If the additional work requires the Consultant to incur costs prior to execution of a supplemental agreement, the State, on LPA's behalf, may issue a written notice to proceed prior to completing the supplemental agreement (for non-Federal aid projects) or shall use the process set out below (for Federal aid PE projects):

The Consultant Work Order (CWO) – NDOT Form 250 shall be used to describe and provide necessary justification for the additional scope of services, effort, the deliverables, modification of schedule, and to document the cost of additional services. The CWO form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. The CWO must be executed to provide authorization for the additional work and to specify when that work may begin. The agreement will be supplemented after one or more CWOs have been authorized and approved for funding.

**16. TERMINATION COST ADJUSTMENT**

If the Agreement is terminated prior to project completion, State and LPA will compare the percentage of work actually completed by Consultant, to the total amount of work contemplated by this Agreement. This comparison will result in a payment by the State, on LPA's behalf, for any underpayment, no adjustment, or a billing to Consultant for overpayment. The State's final audit may result in an additional cost adjustment.

**17. AUDIT AND FINAL COST ADJUSTMENT**

Upon LPA's and State's determination that Consultant has completed Services under this Agreement, State, or its authorized representative, may complete an audit review of the payments made under this Agreement. The Parties understand that the audit may require an adjustment of the payments made under this Agreement. Consultant agrees to reimburse State for any overpayments identified in the audit review, and State agrees to pay Consultant for any identified underpayments.

**18. CONSULTANT COST RECORD RETENTION**

Consultant, and all of its subconsultants or subcontractors, shall maintain originals or copies of any document required to be completed in this Agreement, that substantiate any expense incurred, or changes any legal obligations for three (3) years from the date of final cost settlement by FHWA and project closeout by the State.

**EXHIBIT "C"**  
**FEES AND PAYMENTS**

Documents include, but are not limited to: written approvals; time reports; detailed receipts; invoices; transportation costs; mileage; lodging costs; cost of meals; all NDOT forms including NDOT cost breakdown form and NDOT travel form; books; papers; electronic mail; letters; accounting records; supplemental agreements; work change orders; or other evidence pertaining to any cost incurred.

Such materials will be available for inspection by the LPA, State, FHWA, or any authorized representative of the federal government, and copies of any document(s) will be furnish when requested.

**A. Consultant agrees to:**

- (1) Make a detailed review of its existing insurance coverage,
- (2) Compare that coverage to the expected scope of the work under this Agreement,
- (3) Obtain the insurance coverage that it deems necessary to fully protect Consultant from loss associated with the work. Also, Consultant shall have at a minimum the insurance described below:

**B. General Liability –**

- (1) Limits of at least:
  - a. \$ 1,000,000 Per Occurrence
  - b. \$ 2,000,000 General Aggregate
  - c. \$ 2,000,000 Completed Operations Aggregate (if applicable)
  - d. \$ 1,000,000 Personal/Advertising Injury
- (2) Consultant shall be responsible for the payment of any deductibles.
- (3) Coverage shall be provided by a standard form Commercial General Liability Policy covering bodily injury, property damage including loss of use, and personal injury.
- (4) General Aggregate to apply on a Per Project Basis.
- (5) LPA and the State of Nebraska, Department of Roads ("State") shall be named as Additional Insured on a primary and non-contributory basis including completed operations (the completed work/product) for three (3) years after the work/product is complete.
- (6) Consultant agrees to waive its rights of recovery against LPA and State. Waiver of subrogation in favor of LPA and State shall be added to, or included in, the policy.
- (7) Contractual liability coverage shall be on a broad form basis and shall not be amended by any limiting endorsements.
- (8) If work is being done near a railroad track, the 50' railroad right of way exclusion must be deleted.
- (9) In the event that this contract provides for consultant to construct, reconstruct or produce a completed product, products and completed operations coverage in the amount provided above shall be maintained for the duration of the work, and shall be further maintained for a minimum period of five (5) years after final acceptance and payment.
- (10) Policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from products and completed operations (as per standard CG0001 Pollution Exclusion or equivalent). (If the standard pollution exclusion as provided by CG0001 has been amended, please refer to the following section entitled "Pollution Coverage.")

**C. Pollution Coverage –**

- (1) In the event that the standard pollution exclusion as provided by CG0001 has been amended, coverage may be substituted with a separate Pollution Liability policy or a Professional Liability policy that includes pollution coverage in the amount of \$1,000,000 per occurrence or claim, and \$1,000,000 aggregate.
- (2) If coverage is provided by a "claims made" form, coverage will be maintained for three years after project completion. Any applicable deductible is the responsibility of

**EXHIBIT "D"**  
**INSURANCE REQUIREMENTS FOR**  
**PROFESSIONAL SERVICE PROVIDORS (LPA PROJECTS)**

Consultant.

**D. Automobile Liability –**

- (1) Limits of at least:
  - a. \$ 1,000,000 CSL Per Accident
- (2) Coverage shall apply to all Owned, Hired, and Non-Owned Autos.
- (3) Consultant agrees to waive its rights of recovery against LPA and State. Waiver of Subrogation in favor of LPA and State, shall be added to the policy.

**E. Workers' Compensation –**

- (1) Limits: Statutory coverage for the State where the project is located.
- (2) Employer's Liability limits:
  - a. \$100,000 Each Accident
  - b. \$100,000 Disease – Per Person
  - c. \$500,000 Disease – Policy Limit
- (3) Consultant agrees to waive its rights of recovery against LPA and State. Waiver of subrogation in favor of LPA and State must be added to, or included in, the policy

**F. Professional Liability –**

- (1) Limits of at least:
  - a. \$ 1,000,000 Per Claim
  - b. \$ 1,000,000 Annual Aggregate
- (2) Coverage shall be provided for three years after work/project completion.

**G. Electronic Data and Valuable Papers –**

- (1) Limits of at least:
  - a. \$100,000 Electronic Data Processing Data and Media
  - b. \$25,000 Valuable Papers

**H. Umbrella/Excess –**

- (1) Limits of at least:
  - a. \$ 1,000,000 Per Occurrence
  - b. \$ 1,000,000 Annual Aggregate
- (2) Policy shall provide liability coverage in excess of the specified Employers Liability, Commercial General Liability and Auto Liability.
- (3) LPA and State shall be "Additional Insureds".
- (4) Consultant agrees to waive its rights of recovery against LPA and State. Waiver of subrogation in favor of LPA and State shall be provided.

**I. Additional Requirements –**

- (1) If any of the work is sublet, equivalent insurance shall be provided by or on behalf of the subconsultant or subconsultants (at any tier).
- (2) Any insurance policy shall be written by an insurance company with a Best's Insurance Guide Rating of A – VII or better.
- (3) Prior to consultant beginning work on a project under this agreement, Consultant shall provide LPA and State evidence of such insurance coverage in effect in the form of an Accord (or equivalent) certificate of insurance executed by a licensed representative of the participating insurer(s). Certificates of insurance must show the LPA and State as the certificate holders.
- (4) For so long as insurance coverage is required under this agreement, Consultant shall notify LPA and State when Consultant knows, or has reason to believe, that any

**EXHIBIT "D"**

**INSURANCE REQUIREMENTS FOR  
PROFESSIONAL SERVICE PROVIDORS (LPA PROJECTS)**

insurance coverage required under this agreement will lapse, or may be canceled or terminated. Consultant must forward any pertinent notice of cancelation or termination to LPA and State by mail to the address listed below (return receipt requested), hand-delivery or facsimile transmission within 2 business days of receipt by Consultant of any such notice from an insurance carrier.

Copies of notices received by Consultant shall be sent to LPA, in care of LPA's Responsible Charge, and to State at the following address:

Nebraska Department of Transportation  
Construction Division – Insurance Section  
1500 Highway 2, P. O. Box 94759  
Lincoln, NE 68509-4759  
Facsimile No. 402-479-4854

- (5) Failure of the owner or any other party to review, approve, and/or reject a certificate of insurance in whole or in part does not waive the requirements of this Agreement.
- (6) The limits of coverage's set forth in this document are minimum limits of coverage. The limits of coverage shall not be construed to be a limitation of the liability on the part of Consultant or any of its subconsultants/tier subconsultants. The carrying of insurance described shall in no way be interpreted as relieving Consultant, subconsultant, or tier subconsultant of any responsibility or liability under the Agreement.
- (7) If there is a discrepancy of coverage between this document and any other insurance specification for this project, the greater limit or coverage requirement will prevail.



**RESOLUTION**  
**SIGNING OF CONSTRUCTION ENGINEERING AGREEMENT – BK2047**

City of Scottsbluff

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

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

**Whereas:** City of Scottsbluff as a sub-recipient of Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of the Federal-aid project;

**Whereas:** City of Scottsbluff and M.C. Schaff & Associates, Inc., wish to enter into a Professional Services Agreement to provide construction engineering services for the Federal-aid project.

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

Raymond Gonzales, Mayor of the City of Scottsbluff, is hereby authorized to sign the attached construction engineering services agreement between City of Scottsbluff, Nebraska and M.C. Schaff & Associates, Inc.

NDOR Project Number: ENH-79(42)

NDOR Control Number: 51512

NDOR Project Description: Scottsbluff Monument Valley Pathway North

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2020 at \_\_\_\_\_ Nebraska.  
(Month)

The City Council of the City of Scottsbluff, Nebraska

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

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

Attest:

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

# **City of Scottsbluff, Nebraska**

**Monday, July 6, 2020**

**Regular Meeting**

## **Item Reports1**

**City Council to discuss and consider ratifying and approving all actions taken during City Council meetings held by telephone conference pursuant to Governor Rickett's Executive Orders No. 20-03 and No. 20-24.**

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



## STATE *of* NEBRASKA

OFFICE OF THE GOVERNOR

LINCOLN

### EXECUTIVE ORDER NO. 20—03

#### CORONA VIRUS – PUBLIC MEETINGS REQUIREMENT LIMITED WAIVER

**WHEREAS**, In order to provide flexibility to assist in meeting the emergency conditions and subsequent impacts brought on from COVID-19, a state of emergency was declared in Nebraska on March 13, 2020; and

**WHEREAS**, the State of Nebraska is committed to providing seamless government operations to the people of Nebraska throughout the state of emergency; and

**WHEREAS**, state and local governmental boards, commissions and other public bodies must comply with the Open Meetings Act so that citizens may exercise their democratic privilege of participating in meeting of public bodies; and

**WHEREAS**, for public health purposes, meetings and gatherings have now been limited to no more than 50 people and may be further limited if the presence of COVID-19 warrants;

**NOW THEREFORE**, I, Pete Ricketts, Governor of the State of Nebraska, by virtue of the authority vested in me by the Constitution and laws of Nebraska, hereby issue this limited waiver of certain requirements of the Nebraska Open Meetings Act.

Pursuant to this declaration, I hereby order the following:

1. This executive order applies to all governing bodies as defined in Neb. Rev. Stat. §84-1409 (1) and to all public meetings as defined in Neb. Rev. Stat. § 84-1409 (2).
2. All governing bodies may meet by videoconference or by telephone conferencing or by conferencing by other electronic communication so long as there is made available at such meeting access to members of the public and to members of the media.

3. The advanced publicized notice and the agenda requirements for meetings that are set forth in Neb. Rev. Stat. §84-1411 and the remaining provisions of Nebraska's Open Meeting Act shall continue to be complied with by all governing bodies and are not waived by this executive order.
4. This waiver shall apply to all public governing body meetings that occur from today through May 31, 2020.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of the State of Nebraska to be affixed on this 17th day of March, 2020.

ATTEST:



Pete Ricketts, Governor



Robert B. Evnen, Secretary of State





# STATE of NEBRASKA

OFFICE OF THE GOVERNOR

LINCOLN

## EXECUTIVE ORDER NO. 20-24 CORONAVIRUS – CONTINUED LIMITED WAIVER OF PUBLIC MEETINGS REQUIREMENTS

**WHEREAS**, in order to provide flexibility to assist in meeting the emergency conditions and subsequent impacts brought on from COVID-19, a state of emergency was declared in Nebraska on March 13, 2020; and

**WHEREAS**, the State of Nebraska is committed to providing seamless government operations that are open to the people of Nebraska throughout the state of emergency.

**NOW THEREFORE**, I, Pete Ricketts, Governor of the State of Nebraska, by virtue of the authority vested in me by the Constitution and laws of Nebraska, hereby issue this continued limited waiver of certain requirements of the Nebraska Open Meetings Act.

Pursuant to this declaration, I hereby order the following:

1. Executive Order No. 20-03, which is currently scheduled to end on May 31, 2020, shall remain in effect through June 30, 2020; and
2. The identical statutory waivers and conditions contained within Executive Order No. 20-03 shall continue through June 30, 2020.

**IN WITNESS THEREOF**, I have hereunto set my hand and caused the Great Seal of the State of Nebraska to be affixed on this 19th day of May, 2020.



Attest:

Pete Ricketts, Governor  
State of Nebraska

Robert B. Evnen,  
Secretary of State  
State of Nebraska

# **City of Scottsbluff, Nebraska**

**Monday, July 6, 2020**

**Regular Meeting**

## **Item Reports2**

**Council to discuss and consider action on approving the cost proposal for a recodification of the Scottsbluff Municipal Code and authorize the Mayor to sign the proposal.**

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

# **Ordinance Codification Proposal Scottsbluff, Nebraska**



**American Legal Publishing Corporation  
One West Fourth St. Cincinnati, Ohio 45202  
[www. amlegal.com](http://www.amlegal.com)**

**Colleen T. Engle  
Codification Consultant  
[cengle@amlegal.com](mailto:cengle@amlegal.com)  
714.348.9529**

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**AMERICAN LEGAL**  
Publishing Corporation

May 14, 2020

Ms. Elizabeth Hilyard  
Finance Director  
2525 Circle Drive  
Scottsbluff, NE 69361

Dear Ms. Hilyard:

Please accept the following proposal to recodify and host your Scottsbluff Code of Ordinances. Based on our recent conversations, I have been able to draft the following cost proposal specifically meeting the needs of Scottsbluff.

As a partner of the LEAGUE OF NEBRASKA MUNICIPALITIES (LONM) Ordinance Codification Program we are the most qualified company to handle such a project. Our familiarity with Nebraska cities such as Scottsbluff, have led us to be one of the top producers of Codes within Nebraska. With over 100 Nebraska cities and villages as our clients, we have a very unique understanding of the needs of cities such as Scottsbluff. American Legal Publishing has produced the Nebraska Basic Code in partnership with the League of Nebraska Municipalities for years now. It illustrates how familiar we are with Nebraska municipal code requirements.

Our recodification of a code includes incorporating all permanent nature ordinances, creating an index and tables as needed, formatting the pages into a new typestyle, including single column print, and printing complete copies of the entire code book. It also includes a legal review and written report by one of our staff attorneys. The review will uncover inconsistencies between sections in the code and state statutes.

In future years, new ordinances can be easily added to your code with American Legal's supplement services. And, when you need a model ordinance, simply call us; we don't charge for providing model ordinances or you can search all codes on our website for free!

Should you have any questions about the proposal, please do not hesitate to call me.

Best Regards,

Colleen T. Engle  
Codification Consultant  
[cengle@amlegal.com](mailto:cengle@amlegal.com)  
714.348.9529

AMERICAN LEGAL PUBLISHING • ONE WEST FOURTH STREET • CINCINNATI, OH 45202  
800-445-5588 WWW.AMLEGAL.COM Fax: 513-763-3562

## 2. BUSINESS PROFILE

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<b>American Legal Publishing</b> <b>One West Fourth Street</b> <b>Cincinnati, OH 45202</b> <b>PH: 800-445-5588</b> <b>Fax: 513-763-3562</b> <b>www.amlegal.com</b>	Contract Manager: Ray Bollhauer, Esquire President Email: <a href="mailto:rbollhauer@amlegal.com">rbollhauer@amlegal.com</a>
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American Legal Publishing began as the codification division of the Anderson Publishing Company of Cincinnati in 1934. We became a separate corporation in 1979. In 2006, American Legal Publishing became an independent employee owned corporation. We are extremely proud of our employee-owned status, unique in our industry. Our employees are self-motivated, knowing that the quality of each project enhances their future, as well as that of the government client.

- American Legal is the choice of the top cities in the country. We currently serve nearly 2,500 local government clients across the country, including several in Nebraska. Our ability to service large clients (**New York, Los Angeles, Chicago, Philadelphia, Cleveland, Boston, etc.**), and yet provide excellent service and products to the smaller Villages, Cities and Counties across the nation, separates us from many other Codifiers.
- We are the codification consultants to the International Municipal Lawyers Association and numerous state municipal leagues, including the League of Nebraska Municipalities.
- American Legal employs a highly skilled and professional staff, including 16 staff members with law degrees - the largest in the industry. The legal reviews that these attorneys are able to execute is what allows us to provide a high-quality product. Our editorial support staff consists of experienced editors skilled in the multiple disciplines required in providing codification services: editing, computer operation, proofreading and indexing. Our typical editor has a college degree in English or Law.
- American Legal offers a full-range of codification services, including:
  - Editing and updating municipal codes
  - Legal research/review and analysis of codes
  - Subscriber sales of codes in print and on CD
  - CD-ROM publishing
  - Hosting of municipal codes on the Internet
  - Roberts Rules of Order 11<sup>th</sup> Ed. on CD in the Folio search program
  - Meeting Minutes imaging and hosting online in a searchable format

- American Legal works quickly to put new codes online. We have the flexibility to update online and printed codes on any schedule our clients require, including as new ordinances are adopted.
- The hosted municipal codes located on our webserver are fully searchable and are easy for the general public to use, but also has advance features to assist legal professionals and City staff.
- The hosted municipal codes located on our webserver are available for use on **smartphones** and **tablets** such as **iPads**.
- American Legal is exclusively an ordinance codification company. It is our sole focus. We are dedicated to continual improvement of our expertise, procedures, product and staffing to ensure the premium level of service that has earned us the respect and business of America's premier cities and Municipal Associations. We are not distracted by other ventures. We do one thing, and we make every effort to do it as well as it can be done.

### **Municipal and County Leagues Affiliations**

American Legal's commitment to quality has led to affiliations with Municipal and County leagues across the country. Municipal Associations across the nation seek our expertise in municipal law and government, our advanced technology programs, and our unsurpassed customer service. We are extremely proud, that by allowing us to serve their members in their name, they show the greatest confidence in our services, reputation and integrity. We work hard every day to continue to earn that respect.

#### **We serve as the Information Management Consultant to the following Leagues:**

League of Wisconsin Municipalities  
Ohio Municipal League

#### **We serve as the Codification Consultant for the following:**

<i>League of Nebraska Municipalities</i>	North Carolina League of Municipalities
League of Oregon Cities	Association of Arizona Counties
League of Minnesota Cities	League of Arizona Cities & Towns
Indiana Association of Cities & Towns	League of Kansas Municipalities

#### **We work with the following Leagues to publish model or basic codes:**

*League of Nebraska Municipalities*  
South Dakota Municipal League  
Virginia Municipal League  
League of Minnesota Cities

#### **We have produced publications for the following Leagues:**

League of California Cities  
Virginia Municipal League  
League of Wisconsin Municipalities

### 3. EXPERIENCE/QUALIFICATIONS

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- (1) **Years in Business:** American Legal Publishing has been in the ordinance codification business since 1934 as part of the Anderson Publishing Company. We became a separate corporation in 1979. We became an independent employee-owned corporation in 2006.
- (2) **Size and Experience:** American Legal is the choice of the top cities in the country. We currently serve nearly 2,500 local government clients across the country. Our clients include the Cities of New York, Los Angeles, Chicago, Philadelphia, Cleveland, Boston, Albuquerque, Honolulu, San Francisco, Tucson, and many others. We are the codification consultants to the International Municipal Lawyers Association and numerous state municipal leagues, including the League of Nebraska Municipalities.
- (3) **Project Attorneys:** American Legal employs 16 attorneys, including the company President, Executive Vice President (Editor in Chief), the Vice President of Client Relations, and the Vice President of Major Client Services.

#### **STEPHEN G. WOLF - CEO**

*Qualifications:*

- J.D., University of Cincinnati College of Law
- B.B.A., Management, University of Cincinnati
- Former City Law Director of an Ohio city, former Mayor and council person; with 35 years' experience as an elected city official
- Member, International Municipal Lawyers Association (IMLA)
- 37 years with American Legal

#### **RAY G. BOLLHAUER - PRESIDENT**

*Qualifications:*

- J.D., University of Cincinnati College of Law
- B.A., Economics, University of Cincinnati
- Past President and Trustee of local community Council
- Twenty years with American Legal
- Federal Bar member
- Presenter throughout the country regarding codification (Institute for Local Government Drafting Seminar at Tulane Law School; Milwaukee Bar Association, Ohio Municipal Clerks Association; Kent State Clerks Certification Program; League of Wisconsin Municipal Attorneys Association; North Carolina City and County Clerks Association at UNC; Arkansas County Clerks Association; Southwest Ohio Clerks Association; Ohio Municipal League; International Municipal Lawyers Association (New Orleans and Portland, OR); Queen City Chapter of the National Parliamentarians Association; and the International Institute of Municipal Clerks Association conferences)

**CYNTHIA POWELEIT - EXECUTIVE VICE PRESIDENT, EDITING**

- Qualifications:*
- Editor-in-Chief, oversees all aspects of code editing
  - J.D., Salmon P. Chase College of Law, Northern Kentucky University
  - B.A., English, Denison University.
  - Twenty-three years with American Legal Publishing.

*Role:* Oversees editing of new code and legal review

**AMY OAKS - SUPPLEMENT EDITING DIRECTOR**

- Qualifications:*
- Experience in editing and overseeing production of thousands of supplements
  - B.A., English, Northern Kentucky University
  - Fourteen years with American Legal

*Role:* Oversee supplement editing

**SARAH CRABTREE BAUER – DIRECTOR OF ELECTRONIC PUBLISHING**

- Qualifications:*
- Manages American Legal's CD-ROM and Internet publishing Department
  - Project manager for high level clients
  - B.A., English, Northern Kentucky University
  - M.A., English, University of Cincinnati
  - Eleven years with American Legal

*Role:* Responsible for production of Code's online; primary technical contact for the City

**Project Support Staff:** American Legal employs 36 staff members. Our editorial support staff consists of experienced editors skilled in the multiple disciplines required in providing codification services: editing, computer operation, proofreading and indexing. Our typical editor has a college degree in English or Law

## 4. Description of Services:

### **American Legal Publishing will:**

- (1) Examine the city's prior code of ordinances and all ordinances or resolutions provided by the city and determine which materials are to be codified.
- (2) *Legal Review.* Utilize its staff of attorneys to review all materials to be codified and prepare a written report for the municipal attorney.
  - (a) The report may include notice of and suggestions for resolving the following:
    - Apparent conflicts with referenced state and federal statutes and administrative regulations;
    - Repealed, renumbered, or obsolete state and federal statutory citations;
    - Apparent conflicts with prominent federal case law; and
    - Internal discrepancies such as duplications, ambiguities, and obsolete terminology.
  - (b) Suggest new provisions which the city should consider including in the code, and suggest deleting old provisions which are no longer necessary.
  - (c) At the option of the city, hold a conference with municipal representatives to review the report. The city will not be billed for time of the American Legal staff attorney if it chooses this option, but will be billed for travel expenses.
- (3) Classify all ordinances and resolutions which are of a general and permanent nature into titles, chapters, and sections, according to subject matter.
- (4) Make changes to effect uniformity of style and to correct typographical and spelling errors, grammar, and usage. Substantive changes shall not be made in the wording of the ordinances. Suggestions for additions or changes in the ordinances will be submitted to the Municipal Attorney.
- (5) Prepare:
  - (a) Title, chapter, and section headings.
  - (b) A table of contents and sectional analysis for each chapter.
  - (c) A legislative history for each section, citing the ordinance number and date of passage, as indicated on copies of ordinances supplied to the Publisher.
  - (d) Statutory cross-references to sections of the state statutes and to other pertinent parts of the Code where applicable. These references shall appear at the end of the section to which they apply.

- (e) Tables of Special Ordinances listing chronologically those ordinances in certain subject areas that the city finds to be pertinent.
- (f) Parallel Reference Tables showing:
  - 1. The disposition of ordinances (in numeric sequence) included in the codification (Ordinance to Code).
  - 2. A listing of code sections based on state statutes (Statute to Code).
  - 3. A listing of prior code sections incorporated into the new code if applicable (Old Code to New Code).
- (g) An index (which will be created after the first draft of the Code is submitted).
- (6) Provide the city with model or sample ordinances when available and upon request, at no additional charge.
- (7) Deliver to the city, within 6 months from receipt of the materials deemed necessary by the Publisher to begin the codification (prior code, ordinances and new code questionnaire), one copy of a draft of the Code for the city's examination.
- (8) If necessary, hold a conference to make final corrections, additions, and deletions to the Code. The city will be billed for the travel expenses of the American Legal staff attorney. The city may present changes to pages of the draft at the conference. After the final conference, any further changes, additions, or deletions shall be made in the future supplements to the Code. When the draft, and any changes thereto made by the city, is returned to the Publisher, such return of the draft shall be deemed final authorization by the city to publish the Code as returned. If additional conferences are requested by the city which require the travel of a member of the staff of the Publisher, then the city shall be advised what the additional cost, if any, for such conference will be.
- (9) Deliver to the city, within 3 months of receipt of the corrected draft, 5 printed copies of the Code meeting the following specifications:
  - (a) Type to be single column, at the request of the city
  - (b) Page size to be 8½" x 11"
  - (c) Printed on high quality paper
  - (d) All copies to be in hard-covered, 3-ring, loose leaf binders. All binders shall have the city's name stamped in gold and shall contain divider tabs.
- (10) Provide a sample adopting ordinance to the city.

## **Web Hosting/Online Posting:**

Post the Code online in a fully indexed searchable database. American Legal Publishing's technical team will convert the electronic version of the code documents into a fully indexed and searchable format. All of our codes contain an electronic table of contents and extensive hypertext linking (for the table of contents, cross-references, chapter analyses and title analyses). The fully indexed code will allow users to perform fast searches of the entire code at once. Typically PDF posted documents only allow chapter/title searches one by one and do not allow for synonym searches, which is a critical element to our searchable codes.

Users can search for words, phrases, section numbers – anything they want. Our codes also offer an electronic table of contents that allows users to navigate and browse the code, as well as a hypertext linking feature that allows users to connect or “jump to” related pieces of information (such as cross-references).

To assist City staff and private citizens in reaping the full benefits of the extensive search capabilities, American Legal has developed a convenient, online tutorial providing clear, simple instructions on making full use of our online database. This Web Demonstration video is conveniently located on our website at <http://www.amlegal.com/codification-services/electronic-publishing> Scroll to the bottom of the page and click PLAY.

American Legal's website with over 1000 codes for municipalities nationwide, allows users the ability to print, save and email material (such as one section, one chapter or an entire code) from our website with just a few clicks of the mouse. Users are also able to set links to specific chapters or sections of the code for faster, repeat lookups.

## **Future Supplements:**

*Online supplements.* American Legal's editors can update the online Code as often as the City desires – including weekly or whenever new legislation is adopted and provided to American Legal. The online code will state on the front page what the most recent legislation is that has been included in the Code. Each section amended will include a history with the legislation number and adoption date.

*Paper supplements.* The printed version of the Code in loose-leaf format can be updated weekly as well, or on any other schedule chosen by the City, such as monthly, quarterly, every six months or annually. Supplements will include Instruction Pages with information on which pages in the Code are to be replaced.



## **New Legislation Online:**

American Legal can post new ordinances on the internet with a link to the full text of the ordinance until they are incorporated into the Code. Ordinances can be linked in an Ordinance List or at the code sections they amend. Once the online code is updated, the list can be updated to remove ordinances from the list that have been incorporated into the code, or the ordinances can remain permanently.

## **Model Ordinance Service:**

You can simultaneously search nearly 1000 municipal and county codes on our website for model language **at no cost**. You may search one code at a time, all codes in a state, or all online codes at once. And, it's all for free! Most codifiers do not provide this service to their clients.

**Please note**, that many other publishers permit a free search of only one code at a time, requiring a paid subscription to search multiple cities simultaneously. While they may offer to waive the subscription fee for City staff, your citizens (including law firms, developers, realtors, etc.) will be restricted to single code searches or forced to pay a subscription fee.

## **Codes on Media:**

American Legal can provide the City's Code on a CD or USB in a fully indexed and searchable format, MS Word or PDF. This will allow the employees responsible for maintaining the code the option of having their own version where they may create separate files for annotating with popup notes and highlighting.

## **Subscriber Services:**

American Legal can provide the City and its citizens with a subscriber service for the purpose of providing copies of the code to requesting entities. Subscriber services include the sale of codes in print and on CD.

## **Our Web hosting service offers:**

An on-line **Internet query template** that allows our clients to search ALL the Codes in our Internet collection.

**ADA** compliant features integrated.

A single search screen which includes a **Quick Search** feature, as well as an **Advanced Search** feature (with **Boolean** searching, exact phrase searching and other features) so that users can choose the type of search they want to perform with one click access.

A **specially-designed interface** that allows you to see the text of your document, the table of contents, the query dialog box, and a ranked hit list at the same time. Our specially-designed interface allows you to quickly and easily access the portion of the document you need to utilize (whether it's the table of contents, the search feature or the document itself). *We can also customize the look and feel of the site in case you want to develop a unique appearance for your document.*

**Easy-to-use navigation options** that allow you to move from search hit to search hit, and from document to document (both forward and backward) **without having to return to a results list to move to the next search find.** This feature is available in both the desktop and mobile view versions.

The ability to **print individual chapters or sections** of the document and the ability to **download** the document into numerous formats such as RTF (Word), PDF, HTML, EPUB and MOBI.

American Legal has integrated **Google Translate** features to our online Codes. Able to use alternate languages to read the code. Note: the official language of the codes is English.

Internal **hypertext links** to other sections of the code that are cross-referenced

## 5. INTERNET FEATURES

### The American Legal Publishing Difference

<b>Online Features:</b>	<b>Many features are included in current annual hosting fee at no additional cost</b>	<b>Price:</b>
<b>PC, Tablet, Smart Phone versions</b>	<b>Frames version for PC; ADA Compliant View and Mobile View available for mobile devices.</b>	<b>Included</b>
<b>Multiple Search formats</b>	<b>1. Quick Search Box 2. Advanced Search Template 3. Boolean Search Field</b>	<b>Included</b>
<b>Automatic Stem Searches (finds plurals of words)</b>	<i>Dog finds dog and dogs Fence finds fence, fences, fencing and fenced</i>	<b>Included</b>
<b>Synonym Searches</b>	<i>Grass finds grass, turf, lawn Garbage finds garbage, litter, trash, rubbish</i>	<b>Included</b>
<b>Continuous Next Hit feature</b>	<b>You can go through all hits without having to go back to the Results List for each chapter</b>	<b>Included</b>
<b>Search Results List</b>	<b>Advance searches lists results in order of relevancy; Quick searches lists results in order as found in the document</b>	<b>Included</b>
<b>Table of Contents expands and links to sections</b>	<b>View and navigate the TOC while also viewing code text and option to view TOC, Document and Search Results at same time</b>	<b>Included</b>
<b>Download text in multiple file choices from the web</b>	<b>Can download into RTF (for MS Word), HTML, TXT, PDF, MOBI and EPUB (can also use copy/paste feature)</b>	<b>Included</b>
<b>Email text in multiple file choices from the web</b>	<b>Can email text RTF (for MS Word), HTML and TXT (actually attaches text, not just a link to the code)</b>	<b>Included</b>
<b>Cross-references hyperlinked</b>	<b>Cross-references to other sections, including Penalty references are hyperlinked</b>	<b>Included</b>
<b>Color Graphics</b>	<b>Yes - if provided in color by the City</b>	<b>Included</b>

<b>Static Links to specific sections can be set</b>	<b>Ability to links to titles, chapter or individual sections in the code</b>	<b>Included</b>
<b>Scrolling tables - static header</b>	<b>The titles of table columns remain visible as you scroll through tables</b>	<b>Included</b>
<b>Limit searches to specific sections</b>	<b>Use TOC feature to limit search to chapters or sections (or expand search to other municipal codes)</b>	<b>Included</b>
<b>Electronic format</b>	<b>Online document flows uninterrupted; no page breaks or page numbers to interrupt the text</b>	<b>Included</b>
<b>Search over 900 municipal codes</b>	<b>Free access to all codes we publish online; no need to subscribe to any service</b>	<b>Included</b>
<b>Searchable CD-ROM version provided</b>	<b>Searchable CD version of the documents in Folio is provided</b>	<b>Included</b>
<b>Online help features</b>	<b>Use online help features or contact our technical service reps via email or toll-free phone number</b>	<b>Included</b>
<b>Translation into other languages</b>	<b>Apply Google Translate to the Code</b>	<b>Included</b>
<b>OPTIONAL ONLINE SERVICES:</b>		
<b>Archive of prior versions of code online</b>	<b>Prior versions of the code may be hosted online for research purposes.</b>	
<b>New Ordinance List Service (Advance Legislation Notice)</b>	<b>Ordinances not yet codified listed with link to full text of ordinances(ordinances removed from list once they are codified)</b>	
<b>New Ordinance Notification</b>	<b>Notice posted at beginning of code section with link to ordinance that will amend that section (ordinances removed from code once they are codified)</b>	
<b>Comprehensive Ordinance List</b>	<b>New ordinances added to list of all ordinances codified and remain even after code is updated</b>	
<b>Ordinances History Links within code section histories</b>	<b>As new ordinances are added to the code section history list, links to the original ordinance can be set</b>	
<b>Definition Links</b>	<b>Defined terms in the code can be hyperlinked directly to their definition (See Cary, NC Land Development Ordinance)</b>	

## 6. PRICING

As a partner with the League of Nebraska Municipalities, American Legal Publishing proposes to recodify the Scottsbluff Municipal Code at the following price:

I. Base Cost\* \$14,945.

*\*The actual page count may vary from the estimate or you might add new ordinances during the codification process. If the page estimate is low, the cost will be higher than the initial base cost.*

### **Includes**

1. Number of Copies of Scottsbluff's Code (includes binders and divider tabs) 6
2. Legal Analysis
  1. Research Internal Consistency
  2. Research State Law Consistency
  3. Legal and Editorial Research and Report
3. Special Features
  1. Tables of Special Ordinances
  2. Parallel References
  3. Comprehensive Index
  4. Tabular Matter (Tables, Charts, Graphs)
  5. Code on CD-ROM (MS Word compatible)
4. Estimated Number Of Pages  
8 1/2' x 11" Format  
Single column (12 point type) 800 pages
5. Scottsbluff Code Hosted on American Legal Publishing Website Included  
(First year free: Subsequent years will be \$450 per year)
6. Data converted to searchable electronic format (Folio – 1 license) Included
7. Phone and email support with American Legal Publishing Included

## II. Variable Cost

- |  |         |
|--|---------|
| 1. Per Page Increase Rate<br>8 ½ " x 11" Format<br>Single Column | \$19.50 |
| 2. Freight/Shipping<br>UPS Ground                                | TBD     |

## III. Time to Completion

- |   |            |
|---|------------|
| Number of Months until Draft                                  | 3-6 months |
| Number of Months until Completed Code (after return of draft) | 1-3 months |

## IV. Optional Services that may be ordered:

- |  |                |
|--|----------------|
| a. Additional Copies of Code                               |                |
| i. Minimum Number of Copies                                | No minimum     |
| ii. Cost per Extra Code with Binder                        | \$125          |
| iii. Cost per Extra Code without Binder                    | \$75           |
| b. Supplement Service                                      |                |
| i. 8 ½" x 11" Format                                       |                |
| ii. Single-column (includes both printed and online pages) | \$21./per page |

## V. Terms (can be budgeted over two fiscal years)

- i. Forty Percent (40%) due upon acceptance of this agreement.
- ii. Forty Percent (40%) within 30 days of receiving the draft manuscript.
- iii. Balance 30 days after receiving delivery of the completed code.

American Legal Publishing Corporation  
One West Fourth Street  
Cincinnati, Ohio 45202

City of Scottsbluff  
2525 Circle Drive  
Scottsbluff, NE 69361

## **CODIFICATION AGREEMENT**

May 14, 2020

Whereas the League of Nebraska Municipalities ("League") has contracted with American Legal Publishing Corporation ("Publisher") to provide Codification Services to Nebraska municipalities under the supervision of the League; therefore

The City of Scottsbluff, a municipal corporation in the State of Nebraska ("Municipality") and American Legal Publishing Corporation ("Publisher"), an Ohio corporation, agree as follows:

### **I. THE PUBLISHER SHALL:**

- (1) Examine the Municipality's Charter (if any), and prior code of ordinances (if any), and all ordinances or resolutions provided by the Municipality and determine which materials are to be codified.
- (2) Utilize its staff of attorneys to review all materials to be codified and prepare a written report for the municipal attorney.
  - (a) The report may include notice of and suggestions for resolving the following:
    - Apparent conflicts with referenced state and federal statutes and administrative regulations;
    - Repealed, renumbered, or obsolete state and federal statutes and administrative regulations;
    - Apparent conflicts with prominent federal case law; and Internal discrepancies such as duplications, ambiguities, and obsolete terminology.
  - (b) Suggest new provisions which the Municipality should consider including in the new code, and delete old provisions which are no longer necessary or which might be improper or unlawful.
  - (c) The review will not involve re-drafting of entire chapters by the Publisher. However, the Publisher will provide model ordinances to the Municipality upon request if available.
  - (d) At the option of the municipality, hold a manuscript conference with municipal representatives to review the report. The Municipality will not be billed for time of the American Legal staff attorney if it chooses this option, but will be billed for travel expenses.



Note: The review performed by the Publisher should not be considered as a substitute for the competent advice of your Municipal Attorney, especially based on his/her in-depth knowledge of the municipal practices and procedures, and American Legal Publishing is in no way assuming the role of attorney for the municipality. Land Use sections of the code are especially specific to the locality and are thus only subject to cursory review and comparison with the rest of the code.

- (3) Classify all ordinances and resolutions which are of a general and permanent nature into titles, chapters, and sections, according to subject matter.
- (4) Make changes to effect uniformity of style and to correct typographical and spelling errors, grammar, and usage. Substantive changes shall not be made in the wording of the ordinances. Suggestions for additions or changes in the ordinances will be submitted to the Municipal Attorney.
- (5) Prepare:
  - (a) Title, chapter, and section headings.
  - (b) A table of contents and sectional analysis for each chapter.
  - (c) A legislative history for each section, citing the ordinance number and date of passage, as indicated on copies of ordinances supplied to the Publisher.
  - (d) Statutory cross-references to sections of the state statutes and to other pertinent parts of the Code where applicable. These references shall appear at the end of the section to which they apply.
  - (e) Tables of Special Ordinances listing chronologically those ordinances in certain subject areas that the Municipality finds to be pertinent.
  - (f) Parallel Reference Tables showing:
    1. The disposition of ordinances (in numeric sequence) included in the codification (Ordinance to Code).
    2. A listing of code sections based on state statutes (Statute to Code).
    3. A listing of prior code sections incorporated into the new code if applicable (Old Code to New Code).
  - (g) An index (which will be created after the first draft of the Code is submitted).
- (6) Provide the Municipality with model or sample ordinances when available and upon request, at no additional charge.

- (7) Deliver to the Municipality, within 3-6 months from receipt of the materials deemed necessary by the Publisher to begin the codification (prior code, ordinances and new code questionnaire), one copy of a draft of the Code for the Municipality's examination.
- (8) If necessary, hold a conference to make final corrections, additions, and deletions to the Code. The Municipality will be billed for the travel expenses of the American Legal staff attorney. The Municipality may present changes to pages of the draft at the conference. After the final conference, no additional changes are to be made. Any further changes, additions, or deletions shall be made in the future supplements to the Code in accordance with III(3) of this Agreement. When the draft, and any changes thereto made by the Municipality, is returned to the Publisher, such return of the draft shall be deemed final authorization by the Municipality to publish the Code as returned. If additional conferences are requested by the Municipality which require the travel of a member of the staff of the Publisher, then the Municipality shall be advised what the additional cost, if any, for such conference will be.
- (9) Deliver to the Municipality, within 3 months of receipt of the corrected draft, 6 printed copies of the Code meeting the following specifications:
  - (a) Type to be single column, at the request of the Municipality
  - (b) Page size to be 8½" x 11"
  - (c) Printed on high quality paper
  - (d) All copies to be in hard-covered, 3-ring, loose leaf binders. All binders shall have the Municipality's name stamped in gold and shall contain divider tabs.
- (10) Provide a sample adopting ordinance to the Municipality.

## **II. THE MUNICIPALITY SHALL:**

- (1) The Municipality will provide clear copies of all materials necessary to perform the codification, including an up to date copy of any previously published code of ordinances, copies of ordinances and pertinent resolutions not previously codified, and a completed New Code Questionnaire (provided by the Publisher). (If the Municipality provides meeting minutes to the Publisher to review for legislation contained therein rather than actual ordinances or resolutions, there will be an additional charge of \$45.00 an hour to extract ordinances or resolutions from the minutes for use in the new code.)
- (2) After receipt of the draft of the code and legal report described in paragraph I (2), the Municipality shall have 60 days to review the draft and report and to return to the Publisher its comments about the draft and its answers to the legal report. In the alternative, if the Municipality opts for the legal conference described in paragraph I (9), it must contact the Publisher within 60 days to set up a meeting date. The meeting, itself, need not occur within the same 60 day period. If the Municipality fails to either return its comments and answers to

the legal report within 60 days or, if applicable, to set up a meeting date, the Municipality may request that the Publisher extend the deadline in writing. The Publisher may adjust the contract price to cover any increased costs due to the Municipality's delay.

- (3) The Publisher agrees to include in the final version of the Code all ordinances adopted by the Municipality up to the time the manuscript is originally due back to the Publisher under the provisions of (2) above. The Municipality agrees that any ordinances adopted after this date shall be included at the Publishers' supplement rates (as set out in paragraph III(3)(b)) at the time of the inclusion of these ordinances into the code.

- (4) (a) Pay to the Publisher for shipping of the final code order as a base price, the sum of \$14,945.00 for its services set out in Section I, payable as follows:

Forty percent (40%) due upon acceptance of this agreement;  
 Forty percent (40%) within 30 days after submission of the manuscript and invoice;  
 The balance 30 days after receiving final delivery of the printed Code books plus invoice.

- (b) The price above is based upon a code of the following number of pages according to the format option chosen by the Municipality. Should the final page count of the code be more pages than this estimate, the base price will increase accordingly at the time of the final invoice:

FORMAT	NUMBER OF PAGES	INCREASE
8½" x 11" Single-column page	800	\$19.50 per page

- (5) Pay any invoices within 30 days of the invoice date. Invoices outstanding beyond the 30 day period shall be subject to a late payment equal to 1.5% of the unpaid balance per month, or part thereof.

### III. OPTIONAL SERVICES.

The Municipality, by the initials of the person executing the agreement on its behalf, exercises the following options:

INITIAL

- (1) Five year supplemental service plan:

\_\_\_\_\_

For a period of five years after delivery of the code:

- (a) The Publisher shall:

1. Incorporate into the code new pertinent ordinances submitted by the Municipality.

2. Revise or make additional entries to the table of contents, parallel reference tables, and index as necessary to reflect the incorporation of additional, changed or deleted material.
3. Deliver to the Municipality 6 printed copies of supplemental pages with an instruction sheet for directing the placement of the new pages in the code.

(b) The Municipality shall:

1. Provide a copy of ordinances or resolutions passed subsequent to publication of the previous code supplement;
2. Pay to the Publisher the sum of \$19.50 per reprinted single column page.

The prices above are for a five-year period and cannot be changed except for adjustments in the second, third, fourth, and fifth years of this agreement to reflect any decrease or increase in the United States Consumer Price Index calculable from the month of delivery of the Code.

If the code page contains an image (diagram, photograph, graph, etc.) or table, there is an additional \$10.00 per page charge.

3. Pay to the Publisher the sum of \$1.50 per online hosted page update.

(c) Upon completion of the five-year period, this agreement shall automatically renew itself from year to year except that either party may alter or cancel the terms of this agreement at any time upon ninety days written notice.

(3) Code Hosted on American Legal Publishing website \$450 per year (1<sup>st</sup> year free) \_\_\_\_\_

#### IV. TRANSMITTAL AS OFFER.

The transmittal of this Agreement to the Municipality is an offer by the Publisher to perform the stated services at the prices and terms referenced within the Agreement. This offer will expire if not executed by the Municipality by December 31, 2020, unless such date is extended in writing by the Publisher.

IN WITNESS WHEREOF the parties to this contract have hereunto set their hands on the date(s) indicated:

CITY OF SCOTTSBLUFF, NEBRASKA

AMERICAN LEGAL PUBLISHING CORPORATION

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

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# LEGAL AND EDITORIAL RESEARCH AND REPORT

## SHELBY, NEBRASKA

### AMERICAN LEGAL PUBLISHING CORPORATION

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#### *Introduction*

This editorial report has been created in conjunction with the preparation of a preliminary manuscript of the code of ordinances for Shelby, Nebraska, and is intended to assist in the review of the preliminary manuscript of your code. It describes editorial decisions made in creating the manuscript and provides a list of questions which need to be addressed by the village.

**Please note that any questions of a legal nature contained in this report should be addressed to your village attorney. This editorial report should not be considered as a substitute for the competent advice of your village attorney, and we are in no way assuming the role of attorney for the village.**

Upon receipt of your answers to the following comments, we will be able to complete production of your new code. The general review period (during which the village is to review the preliminary manuscript and respond to these notes) is **60 days** following the receipt of these notes, or approximately **March 20, 2020**. If you will need to extend this review period, please let us know as soon as possible, so that we can adjust our schedule accordingly. Please feel free to make changes and suggestions to the preliminary manuscript in addition to those discussed in the following comments. Upon receipt of your responses, we will finish and ship the first of edition of the code to you within ten to twelve weeks.

Also, remember that the “preliminary” manuscript is for review purposes only. An index and parallel reference tables, designed to indicate the location of each statute and each ordinance within the code, will be inserted in the final version of the code. The final code will also contain tabbed dividers before each chapter, the index, and the parallel reference tables, and its pages will be printed on white paper.

#### *General Comments*

- 1) We have organized your new code into titles with chapters, subchapters, and sections:

Title I	General Provisions	Title IX	General Regulations
Title III	Administration	Title XI	Business Regulations
Title V	Public Works	Title XIII	General Offenses
Title VII	Traffic Code	Title XV	Land Usage

- 2) Definitions and rules of construction contained in Title I will not be repeated throughout the code unless a variation of the definition or rule applies to a particular code provision.

- 3) As histories for the code sections, our style is to list the former code section, then the specific number and passage date of the original ordinance and the amending ordinances, if any. Example: (Prior Code § 1-101) (Ord. 317, passed 5-13-60; Ord. 515, passed 1-1-70; Ord. 820, passed 1-1-80; Ord. 25, passed 1-1-85)
- 4) A Neb. RS cite included in the history indicates that the text of the section reads either verbatim or substantially the same as the statute. Example: (Neb. RS 17-541) ('73 Code, § 1-101) (Ord. 409, passed 10-18-77). A Neb. RS cite set forth as a “statutory reference” following the text of the section indicates that the reader should refer to that statute for further information. Example:

**§ 38.10 PUBLIC RECORDS AVAILABLE.**

This municipality shall make available to any person for inspection or copying all public records, unless otherwise exempted by state law.

***Statutory reference:***

*For provisions concerning the inspection of public records,  
see Neb. RS 84-712*

- 5) Note that the titles in your new code are separately paginated, for ease of supplementation. If, for example, the village adds material to Title III during a supplement, then the page numbers in Title III will shift accordingly. The page numbers in the remaining titles (V through XV) will not shift, because they have self-contained pagination. Because the village will pay a charge per changed page in supplementation, this style of pagination will actually save the village money. If someone is concerned about ability to locate material quickly, please remember that the final product will have tabbed dividers before each title, clearly marked with the name of that title.
- 6) In order to complete your new code, we need you to return to us the below-listed items, all in one packet if possible:
  - a) Your responses to this report. We recommend that you simply write your responses directly on this report. Or, you may return your responses on a separate sheet of paper, or mark them on your blue manuscript and return it to us;
  - b) A copy of each new ordinance passed since Ord. 2018-90, passed 11-13-2018; and
  - c) Other changes you wish to make, if any. We suggest that you mark such changes directly on your blue draft manuscript, and return it to us. Please note that we will retain the returned manuscript, so you may want to make a copy of the affected pages for your records.
- 7) Your codification contract base price is based upon an estimated 400 pages. Your draft manuscript is currently 338 pages. The index will probably add another 30 pages. Please note that, under your codification contract, pages above the estimate are charged on a per page basis. This is not a penalty, but is intended to compensate for the overage as if it had been included in the initial estimate and price.

*Research and analysis**Responses*

- 8) Old dollar amounts. The following code sections contain fees, fines, or other dollar amounts which are more than five years old and may need to be updated. If you wish to revise any of the below amounts, please specify the code section, the old amount, and the new amount. Unless otherwise instructed, we will retain these provisions as presently edited.

Title I: (none)  
 Title III: 30.40, 30.99, 31.99, 32.99, 33.99, 34.99, 35.02, 35.99  
 Title V: 50.99, 51.03, 51.99, 52.02, 52.16, 52.99, 53.01, 54.04(E), 54.05, 54.99  
 Title VII: 70.99, 71.99, 72.21, 72.99  
 Title IX: 90.99, 91.99, 92.050, 92.051, 92.065, 92.066, 92.082, 92.999, 93.99, 94.04, 94.09, 94.99, 95.99, 96.99, 97.99  
 Title XI: 111.02  
 Title XIII: (none)  
 Title XV: 150.01(B), 150.06, 150.99, 151.99, 152.99, 153.99

- 9) The titles “County Sheriff” and “Chief of Police” are both used throughout the code. Should both titles be used, or is there a consistent title that should be used in the code?

**TITLE I: GENERAL PROVISIONS**

- 10) Chapter 10: General Provisions. The purpose of this chapter is to reduce duplication and create consistency throughout the code. To this end, we have replaced obsolete and repetitive ordinance sections with comprehensive, general code provisions, most of which are self-explanatory in nature and need no particular comment; however, we ask that you review the chapter and advise if anything is unclear or unsatisfactory.

**TITLE III: ADMINISTRATION**

- 11) § 30.40 Municipal Officials. Division (F) of this section lists rates of compensation for officials. The rates have not been updated since 2008. Please review this section to determine if the rates need to be updated.
- 12) § 30.25 Reorganizational Meeting. This section cites Neb. RS 17-203.01, which was repealed. If possible, please provide a replacement citation for this repealed statute. Otherwise, we recommend deleting this citation. Do you wish to delete this reference?



*Research and analysis**Responses*

- 13) § 32.07 Municipal Engineer. This section references Neb. RS 81-839, which has been repealed. If possible, please provide a replacement citation for this repealed statute. Otherwise, we recommend deleting this citation. Do you wish to delete this reference?
- 14) § 32.08 Overseer of Streets. This section references Neb. RS 17-214, which has been transferred to Neb. RS 18-3301. We will update this citation. Is this acceptable?
- 15) § 33.02 Planning Commission. This section includes a reference to Neb. RS 19-924 through 19-929. Neb. RS. 19-924 has been repealed. Therefore, we recommend updating this citation to read: Neb. RS 19-925 through 19-929. Shall we make this change?
- 16) § 33.06 Housing Authority Board. This section references Neb. RS 71-1524 through 71-1526 and 71-1552, which have been repealed. If possible, please provide replacement citations for these repealed statute. Otherwise, we recommend deleting these citations. Do you wish to delete these references?
- 17) § 34.11 Inability to Assume Office. This section references Neb. RS 32-626, which has been repealed. If possible, please provide a replacement citation for this repealed statute. Otherwise, we recommend deleting this citation. Do you wish to delete this reference?
- 18) § 34.13 Petition Candidates; Procedure. Division (A)(2) references Neb. RS 32-626, which has been repealed. If possible, please provide a replacement citation for this repealed statute. Otherwise, we recommend deleting this citation. Do you wish to delete this reference?

**TITLE V: PUBLIC WORKS**

- 19) § 52.17 Sewer Use Charge. Please provide the missing rate in division (L).
- 20) § 53.01 Classes for Rates and Charges for Natural Gas Service.
  - a) Division (A) of this section references the Nebraska Municipal Natural Gas Regulation Act, Neb. RS 19-4601 et seq., which has been repealed. The State Natural Gas Regulation Act is codified in Neb. RS 66-1801 et seq. Do you wish to update this reference?

*Research and analysis**Responses*

## § 53.01 Classes for Rates and Charges for Natural Gas Service. (cont'd)

- b) Division (C)(1) of this section references Neb. RS 19-4609(1), which has been repealed. Gas utility rates are covered in Neb. RS 66-1825, however, we recommend reviewing Neb. RS 66-1801 et seq. to determine a replacement citation. In the alternative, the citations can be deleted and in replaced with general language, to read: “pursuant to state law”.

**TITLE VII: TRAFFIC CODE**

21) Attached to this report as Exhibit A are traffic provisions from the Nebraska Basic Code, which are more detailed than your current Chapters 70 and 71. We recommend reviewing these provisions to determine if you wish any of the material to be include in your Title VII. If you would like to incorporate any of the traffic provisions from the Nebraska Basic Code, please indicate which sections.

22) § 72.15 Designation of On-Street Parking Spaces; Display of Permits.

- a) Division (A)(1)(a) of this section references Neb. RS 60-311.14, which is an incorrect citation. We believe the correct citation is Neb. RS 60-3,113.04. Shall we correct this citation?
- b) Division (A)(1)(c) of this section references Neb. RS 18-1739, which has been repealed. We recommend changing this reference to Neb. RS 60-3,113.04. Shall we make this change?

23) § 72.16 Designation of Off-Street Parking Stalls or Spaces.

- a) Division (A)(1) of this section references Neb. RS 60-311.14, which is an incorrect citation. We believe the correct citation is Neb. RS 60-3,113.04. Shall we correct this citation?
- b) Division (A)(2) of this section references Neb. RS 18-1739, which has been repealed. We recommend changing this reference to Neb. RS 60-3,113.04. Shall we make this change?

*Research and analysis**Responses*

## 24) § 72.17 Definitions.

- a) The definition of Handicapped Parking Infraction includes a reference to the Federal Americans with Disabilities Act of 1990. To assist code book users in locating this Act, we suggest inserting, “being 42 U.S.C. 12101 et seq.”
- b) This sections references Neb. RS 18-1738, which has been repealed. The definitions of “handicapped or disabled person” and “temporarily handicapped or disabled person” are found in Neb. RS 60-352.01 and 60-331.02. We recommend updating the citation accordingly. Shall we make this change?

## 25) § 72.18 Permit Issuance. This section includes references to Neb. RS 18-1738 and 18-1738.02, which have been repealed. The issuance of handicapped parking permits is covered in Neb. RS 60-3,113.02. We recommend updating the citation accordingly. Shall we make this change?

## 26) § 71.19 Motor Vehicle Permit Issuance. This section includes references to Neb. RS 18-1738.01 and Neb. RS 18-1738.02, which have been repealed. Motor vehicle permit issuance is covered in Neb. RS 60-3,113.03. We recommend updating the citation accordingly. Shall we make this change?

## 27) § 72.20 Permit Contents; Prohibited Issuance; Duplicate Permits. This section includes a reference to Neb. RS 18-1739, which has been repealed. The topics in this section are covered in Neb. RS 60-3,113.04. We recommend updating this citation accordingly. Shall we make this change?

## 28) § 72.21 Permits; Permit Valid; Renewal; Fee. This section includes a reference to Neb. RS 18-1740, which has been repealed. Permit renewal is covered in Neb. RS 60-3,113.05. We recommend updating this citation accordingly. Shall we make this change?

## 29) § 72.22 Permits Nontransferable; Violations; Suspension. This section includes a reference to Neb. RS 18-1741, which has been repealed. Permit transferability is covered in Neb. RS 60-3,113.02. We recommend updating this citation accordingly. Shall we make this change?

## 30) § 72.24 Citation; Issuance; Complaint; Trail; Dismissal. This section references Neb. RS 18-1718 and 18-1738.01, which have been repealed. The issuance of handicapped parking permits are covered in Neb. RS 60-3,113.02 and Neb. RS 60-3,113.03. We recommend updating these citations accordingly. Shall we make this change?

*Research and analysis**Responses*

- 31) § 72.35 Current License. This section references Neb. RS 60-323, which does not exist in the Nebraska State Statutes. Please provide a replacement citation, or advise if you would prefer to delete this reference.

**TITLE IX: GENERAL REGULATIONS**

- 32) § 93.36 Sale. We removed the phrase "...and between December 28, 1999, and January 1, 2000." from this section, since it was time sensitive. Is this acceptable?

**TITLE XI: BUSINESS REGULATIONS**

We have no comments regarding this Title

**TITLE XIII: GENERAL OFFENSES**

We have no comments regarding this Title

**TITLE XV: LAND USAGE**

- 33) § 150.05 Plans, Specifications, Plats, and Reports; Municipal Officials; Duty. This section references Neb. RS 31-3538, which has been repealed. If possible, please provide a replacement citation for this repealed statute. Otherwise, we recommend deleting this citation. Do you wish to delete this reference?
- 34) § 150.07 Zoning Regulations; Manufactured Homes; Standards. Division (E)(2) references Neb. RS § 7-1-1557, which is an incorrect reference. The correct reference is Neb. RS § 71-1557. Shall we correct this reference?
- 35) § 150.20 Building Code; Adopted by Reference; Revisions. This section adopts the 2003 Edition of the International Building Code. We recommend adopting a newer version of the International Building Code.
- 36) § 150.21 Residential Code; Adopted by Reference; Revisions. This section adopts the 2003 Edition of the International Residential Code. We recommend adopting a newer version of the International Residential Code.
- 37) § 150.22 International Property Maintenance Code; Adopted by Reference; Revisions. This section adopts the 2006 Edition of the International Property Maintenance Code. We recommend adopting a newer version of the International Property Maintenance Code.

*Research and analysis*

*Responses*

- 38) § 150.55 Vacant Buildings. We did not receive a complete copy of Ord. 07-02.  
Please provide a complete copy of the ordinance.

Editorial Report Prepared By:

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Laura Moser, Staff Attorney  
January 15, 2020

**EXHIBIT A (See Comment #21)****NEBRASKA BASIC CODE  
CHAPTER 70: GENERAL PROVISIONS****Section**

- 70.01 Definitions
- 70.02 Traffic regulations; general authority
- 70.03 Regulation of highways; police powers
- 70.04 Prohibitions on operation of vehicles
- 70.05 Ordinances contrary to state law prohibited
- 70.06 Placement and maintenance of traffic control devices
- 70.07 Enforcement of rules and laws
- 70.08 Failure or refusal to obey order
- 70.09 Obedience to traffic control devices; exceptions
- 70.10 Authorized emergency vehicles; privileges
- 70.11 Traffic officers

70.99 Traffic infractions; penalty

***Statutory reference:***

*Nebraska Rules of the Road, see Neb. RS 60-601*

**§ 70.01 DEFINITIONS.**

For the purpose of this title, the following definitions and the other definitions in Neb. RS 60-606 through 60-676 shall apply unless the context clearly indicates or requires a different meaning.

**ALLEY.** A highway intended to provide access to the rear or side of lots or buildings and not intended for the purpose of through vehicular traffic.

(Neb. RS 60-607)

**AUTHORIZED EMERGENCY VEHICLE.** Such fire department vehicles, police vehicles, rescue vehicles, and ambulances as are publicly owned, such other publicly or privately owned vehicles as are designated by the Director of Motor Vehicles, and such publicly owned military vehicles of the National Guard as are designated by the Adjutant General pursuant to Neb. RS 55-133.

(Neb. RS 60-610)

**BUSINESS DISTRICT.** The territory contiguous to and including a highway when within any 600 feet along such highway there are buildings in use for business or industrial purposes, including, but not

limited to, hotels, banks, office buildings, railroad stations, or public buildings which occupy at least 300 feet of frontage on one side or 300 feet collectively on both sides of a highway.

(Neb. RS 60-613)

**HIGHWAY.** The entire width between the boundary limits of any street, road, avenue, boulevard, or way which is publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel.

(Neb. RS 60-624)

**MANUAL.** The Manual on Uniform Traffic Control Devices adopted by the Department of Transportation pursuant to Neb. RS 60-6,118.

(Neb. RS 60-631)

**MOTOR VEHICLE.** Every self-propelled land vehicle, not operated upon rails, except bicycles, mopeds, self-propelled chairs used by persons who are disabled, and electric personal assistive mobility devices.

(Neb. RS 60-638)

**PEACE OFFICER.** The Village Marshal or other chief law enforcement official, any village police officer, or any other person authorized to enforce village ordinances. With respect to directing traffic only, peace officer shall also include any person authorized to direct or regulate traffic.

(Neb. RS 60-646)

**RESIDENTIAL DISTRICT.** The territory contiguous to and including a highway not comprising a business district when the property on such highway for a distance of 300 feet or more is in the main improved with residences or residences and buildings in use for business.

(Neb. RS 60-654)

**ROADWAY.** That portion of a highway improved, designed, or ordinarily used for vehicular travel, exclusive of the berm or shoulder. If a highway includes 2 or more separate roadways, the term roadway shall refer to any such roadway separately but not to all such roadways collectively.

(Neb. RS 60-656)

**SCHOOL CROSSING ZONE.** The area of a roadway designated to the public by the Board of Trustees as a school crossing zone through the use of a sign or traffic control device as specified by the Board in conformity with the Manual but does not include any area of a freeway. A school crossing zone starts at the location of the first sign or traffic control device identifying the school crossing zone and continues until a sign or traffic control device indicates that the school crossing zone has ended.

(Neb. RS 60-658.01)

**SHOULDER.** That part of the highway contiguous to the roadway and designed for the accommodation of stopped vehicles, for emergency use, and for lateral support of the base and surface courses of the roadway.

(Neb. RS 60-661)



**TRAFFIC.** Pedestrians, ridden or herded animals, and vehicles and other conveyances either singly or together while using any highway for purposes of travel.  
(Neb. RS 60-669)

**TRAFFIC CONTROL DEVICE.** Any sign, signal, marking, or other device not inconsistent with the Nebraska Rules of the Road placed or erected by authority of the Board of Trustees or any official having jurisdiction for the purpose of regulating, warning, or guiding traffic.  
(Neb. RS 60-670)

**TRAFFIC CONTROL SIGNAL.** Any signal, whether manually, electrically, or mechanically operated, by which traffic is alternately directed to stop and permitted to proceed.  
(Neb. RS 60-671)

**TRAFFIC INFRACTION.** The violation of any provision of the Nebraska Rules of the Road or of any law, ordinance, order, rule, or regulation regulating traffic which is not otherwise declared to be a misdemeanor or a felony or, in this title, an offense.  
(Neb. RS 60-672)

**VEHICLE.** Every device in, upon, or by which any person or property is or may be transported or drawn upon a highway except devices moved solely by human power or used exclusively upon stationary rails or tracks.  
(Neb. RS 60-676)

## **§ 70.02 TRAFFIC REGULATIONS; GENERAL AUTHORITY.**

(A) The Board of Trustees may, in its jurisdiction, enact regulations permitting, prohibiting, and controlling the use of motor vehicles, minibikes, motorcycles, off-road recreation vehicles of any and all types, other powered vehicles, electric personal assistive mobility devices, and vehicles which are not self-propelled. Any person who operates any of such vehicles without the permission of the Board or its designated representative or in a place, time, or manner which has been prohibited by the Board shall be guilty of an offense.

(B) The Board may further authorize the supervising official of any area under its ownership or control to permit, control, or prohibit operation of any motor vehicle, minibike, motorcycle, off-road recreational vehicle of any or all types, other powered vehicle, electric personal assistive mobility device, or vehicle which is not self-propelled on all or any portion of any area under its ownership or control at any time by posting or, in case of an emergency, by personal notice. Any person operating any such vehicle where prohibited, where not permitted, or in a manner so as to endanger the peace and safety of the public or as to harm or destroy the natural features or manmade features of any such area shall be guilty of an offense.

(Neb. RS 60-678) Penalty, see § 10.99

**§ 70.03 REGULATION OF HIGHWAYS; POLICE POWERS.**

(A) The Board of Trustees with respect to highways under its jurisdiction and within the reasonable exercise of the police power may:

- (1) Regulate or prohibit stopping, standing, or parking;
- (2) Regulate traffic by means of peace officers or traffic control devices;
- (3) Regulate or prohibit processions or assemblages on the highways;
- (4) Designate highways or roadways for use by traffic moving in one direction;
- (5) Establish speed limits for vehicles in public parks;
- (6) Designate any highway as a through highway or designate any intersection as a stop or yield intersection;
- (7) Restrict the use of highways as authorized in § 70.04;
- (8) Regulate operation of bicycles and require registration and inspection of such, including requirement of a registration fee;
- (9) Regulate operation of electric personal assistive mobility devices;
- (10) Regulate or prohibit the turning of vehicles or specified types of vehicles;
- (11) Alter or establish speed limits authorized in the Nebraska Rules of the Road;
- (12) Designate no-passing zones;
- (13) Prohibit or regulate use of controlled-access highways by any class or kind of traffic except those highways which are a part of the state highway system;
- (14) Prohibit or regulate use of heavily traveled highways by any class or kind of traffic it finds to be incompatible with the normal and safe movement of traffic, except that such regulations shall not be effective on any highway which is part of the state highway system unless authorized by the Department of Transportation;
- (15) Establish minimum speed limits as authorized in the Rules;
- (16) Designate hazardous railroad grade crossings as authorized in the Rules;
- (17) Designate and regulate traffic on play streets;

(18) Prohibit pedestrians from crossing a roadway in a business district or any designated highway except in a crosswalk as authorized in the Rules;

(19) Restrict pedestrian crossings at unmarked crosswalks as authorized in the Rules;

(20) Regulate persons propelling push carts;

(21) Regulate persons upon skates, coasters, sleds, and other toy vehicles;

(22) (a) Notwithstanding any other provision of law, adopt and enforce an ordinance or resolution prohibiting the use of engine brakes on the National System of Interstate and Defense Highways that has a grade of less than 5 degrees within its jurisdiction.

(b) For the purpose of this division, the following definition shall apply unless the context clearly indicates or requires a different meaning.

**ENGINE BRAKE.** A device that converts a power producing engine into a power-absorbing air compressor, resulting in a net energy loss;

(23) Adopt and enforce such temporary or experimental regulations as may be necessary to cover emergencies or special conditions; and

(24) Adopt other traffic regulations except as prohibited by state law or contrary to state law.

(B) The Board of Trustees shall not erect or maintain any traffic control device at any location so as to require the traffic on any state highway or state-maintained freeway to stop before entering or crossing any intersecting highway unless approval in writing has first been obtained from the Department of Transportation.

(C) No ordinance or regulation enacted under division (A)(4), (5), (6), (7), (10), (11), (12), (13), (14), (16), (17), or (19) shall be effective until traffic control devices giving notice of such local traffic regulations are erected upon or at the entrances to such affected highway or part thereof affected as may be most appropriate.

(Neb. RS 60-680)

#### **§ 70.04 PROHIBITIONS ON OPERATION OF VEHICLES.**

(A) The Board of Trustees may by ordinance or resolution prohibit the operation of vehicles upon any highway or impose restrictions as to the weight of vehicles, for a total period not to exceed 180 days in any one calendar year, when operated upon any highway under the jurisdiction of and for the maintenance of which the Board is responsible whenever any such highway by reason of deterioration, rain, snow, or other climatic condition will be seriously damaged or destroyed unless the use of vehicles thereon is prohibited or the permissible weight thereof reduced. The Board shall erect or cause to be erected and maintained signs designating the provisions of the ordinance or resolution at each end of that

portion of any highway affected thereby, and the ordinance or resolution shall not be effective until such signs are erected and maintained.

(B) The Board may also, by ordinance or resolution, prohibit the operation of trucks or other commercial vehicles or impose limitations as to the weight thereof on designated highways, which prohibitions and limitations shall be designated by appropriate signs placed on such highways.

(Neb. RS 60-681)

#### **§ 70.05 ORDINANCES CONTRARY TO STATE LAW PROHIBITED.**

The Board of Trustees shall not enact or enforce any ordinance directly contrary to the Nebraska Rules of the Road unless expressly authorized by the Legislature.

(Neb. RS 60-6,108)

#### **§ 70.06 PLACEMENT AND MAINTENANCE OF TRAFFIC CONTROL DEVICES.**

The Board of Trustees shall place and maintain such traffic control devices upon highways under its jurisdiction as it deems necessary to indicate and to carry out the provisions of this title or to regulate, warn, or guide traffic. All such traffic control devices erected pursuant to this title shall conform with the Manual.

(Neb. RS 60-6,121)

#### **§ 70.07 ENFORCEMENT OF RULES AND LAWS.**

(A) All peace officers are hereby specifically directed and authorized and it shall be deemed and considered a part of the official duties of each of such officers to enforce the provisions of Nebraska Rules of the Road and this title, including the specific enforcement of maximum speed limits, and any other state or village law regulating the operation of vehicles or the use of the highways.

(B) To perform the official duties imposed by this section, peace officers shall have the power:

(1) To make arrests upon view and without warrant for any violation committed in their presence of any of the provisions of the Motor Vehicle Operator's License Act or this title or of any other law regulating the operation of vehicles or the use of the highways, if and when designated or called upon to do so as provided by law;

(2) To make arrests upon view and without warrant for any violation committed in their presence of any provision of the laws of this state relating to misdemeanors or felonies or of similar village ordinances if and when designated or called upon to do so as provided by law;

(3) At all times to direct all traffic in conformity with law or, in the event of a fire or other emergency or in order to expedite traffic or insure safety, to direct traffic as conditions may require;

(4) When in uniform, to require the driver of a vehicle to stop and exhibit his or her operator's license and registration certificate issued for the vehicle and submit to an inspection of such vehicle and the license plates and registration certificate for the vehicle and to require the driver of a motor vehicle to present the vehicle within 5 days for correction of any defects revealed by such motor vehicle inspection as may lead the inspecting officer to reasonably believe that such motor vehicle is being operated in violation of the statutes of Nebraska, the rules and regulations of the Director of Motor Vehicles, or any village ordinance or regulation;

(5) To inspect any vehicle of a type required to be registered according to law in any public garage or repair shop or in any place where such a vehicle is held for sale or wrecking;

(6) To serve warrants relating to the enforcement of the laws regulating the operation of vehicles or the use of the highways; and

(7) To investigate traffic accidents for the purpose of carrying on a study of traffic accidents and enforcing motor vehicle and highway safety laws.

(Neb. RS 60-683)

***Statutory reference:***

*Motor Vehicle Operator's License Act, see Neb. RS 60-462*

**§ 70.08 FAILURE OR REFUSAL TO OBEY ORDER.**

(A) Any person who knowingly fails or refuses to obey any lawful order of any peace officer who is controlling or directing traffic shall be guilty of a traffic infraction.

Penalty, see § 70.99

(B) Any person who knowingly fails to obey any lawful order of a peace officer shall be guilty of an offense whenever such order is given in furtherance of the apprehension of a person who has violated the Nebraska Rules of the Road or this title or of a person whom such officer reasonably believes has violated the Rules or this title.

(Neb. RS 60-6,110) Penalty, see § 10.99

**§ 70.09 OBEDIENCE TO TRAFFIC CONTROL DEVICES; EXCEPTIONS.**

(A) The driver of any vehicle shall obey the instructions of any traffic control device applicable thereto placed in accordance with the Nebraska Rules of the Road or this title, unless otherwise directed by a peace officer, subject to the exceptions granted the driver of an authorized emergency vehicle in the Rules and this title.

(B) No provision of the Rules or this title for which traffic control devices are required shall be enforced against an alleged violator if at the time and place of the alleged violation an official device is not in proper position and sufficiently legible to be seen by a reasonably observant person. Whenever any

provision of the Rules or this title does not state that traffic control devices are required, such provision shall be effective even though no devices are erected or in place.

(C) Whenever traffic control devices are placed in position approximately conforming to the requirements of the Rules or this title, such devices shall be presumed to have been so placed by the official act or direction of lawful authority unless the contrary is established by competent evidence.

(D) Any traffic control device placed pursuant to the Rules or this title and purporting to conform with the lawful requirements pertaining to such devices shall be presumed to comply with the requirements of the Rules or this title unless the contrary is established by competent evidence.

(Neb. RS 60-6,119) Penalty, see § 70.99

## **§ 70.10 AUTHORIZED EMERGENCY VEHICLES; PRIVILEGES.**

(A) Subject to the conditions stated in the Nebraska Rules of the Road and this title, the driver of an authorized emergency vehicle, when responding to an emergency call, when pursuing an actual or suspected violator of the law, or when responding to but not when returning from a fire alarm, may:

(1) Stop, park, or stand, irrespective of the provisions of the Rules and this title, and disregard regulations governing direction of movement or turning in specified directions; and

(2) Except for wreckers towing disabled vehicles and highway maintenance vehicles and equipment:

(a) Proceed past a steady red indication, a flashing red indication, or a stop sign but only after slowing down as may be necessary for safe operation; and

(b) Exceed the maximum speed limits so long as he or she does not endanger life, limb, or property.

(B) Except when operated as a police vehicle, the exemptions granted in division (A) shall apply only when the driver of such vehicle, while in motion, sounds an audible signal by bell, siren, or exhaust whistle as may be reasonably necessary and when such vehicle is equipped with at least 1 lighted light displaying a red light visible under normal atmospheric conditions from a distance of 500 feet to the front of such vehicle.

(C) The exemptions granted in division (A) shall not relieve the driver from the duty to drive with due regard for the safety of all persons, nor shall such provisions protect such driver from the consequences of his or her reckless disregard for the safety of others.

(D) Authorized emergency vehicles operated by police and fire departments shall not be subject to the size and weight limitations of sections Neb. RS 60-6,288 to 60-6,290 and 60-6,294.  
(Neb. RS 60-6,114)

**§ 70.11 TRAFFIC OFFICERS.**

The Board of Trustees or the village police may at any time detail officers, to be known as "traffic officers," at street intersections. All traffic officers shall be vested with the authority to regulate and control traffic at the intersections to which they are assigned. It shall be their duty to direct the movement of traffic and prevent congestion and accidents. It shall be unlawful for any person to violate any order or signal of any such traffic officer notwithstanding the directive of a stop sign or signal device that may have been placed at any such intersection.

Penalty, see § 70.99

**§ 70.99 TRAFFIC INFRACTIONS; PENALTY.**

(A) Unless otherwise declared in this title with respect to particular offenses, a violation of any provision of this title shall constitute a traffic infraction.

(Neb. RS 60-682)

(B) Any person who is found guilty of a traffic infraction in violation of this title for which a penalty has not been specifically provided shall be fined:

(1) Not more than \$100 for the first offense;

(2) Not more than \$200 for a second offense within a 1-year period; and

(3) Not more than \$300 for a third and subsequent offense within a 1-year period.

(Neb. RS 60-689)

***Statutory reference:***

*Other provisions on traffic infractions, see Neb. RS 60-684 through 60-694.01*

**NEBRASKA BASIC CODE****CHAPTER 71: TRAFFIC REGULATIONS**

## Section

*General Provisions*

- 71.01 Restrictions on direction of travel
- 71.02 Right-of-way; stop and yield signs
- 71.03 Interference with traffic control devices or railroad signs or signals
- 71.04 Signs, markers, devices, or notices; prohibited acts
- 71.05 Tire requirements and prohibitions; permissive uses

*Speed Limits*

- 71.20 Basic rule
- 71.21 Maximum limits
- 71.22 Bridges and other elevated structures
- 71.23 Alternative maximum limits
- 71.24 Near schools
- 71.99 Violations; fines

**GENERAL PROVISIONS****§ 71.01 RESTRICTIONS ON DIRECTION OF TRAVEL.**

(A) The Board of Trustees with respect to highways under its jurisdiction may designate any highway, roadway, part of a roadway, or specific lanes upon which vehicular traffic shall proceed in one direction at all times or at such times as shall be indicated by traffic control devices.

(B) Except for emergency vehicles, no vehicle shall be operated, backed, pushed, or otherwise caused to move in a direction which is opposite to the direction designated by competent authority on any deceleration lane, acceleration lane, access ramp, shoulder, or roadway.

(C) A vehicle which passes around a rotary traffic island shall be driven only to the right of such island.

(Neb. RS 60-6,138)



**§ 71.02 RIGHT-OF-WAY; STOP AND YIELD SIGNS.**

(A) The Board of Trustees may provide for preferential right-of-way at an intersection and indicate such by stop signs or yield signs erected by such authorities.

(B) Except when directed to proceed by a peace officer or traffic control signal, every driver of a vehicle approaching an intersection where a stop is indicated by a stop sign shall stop at a clearly marked stop line or shall stop, if there is no such line, before entering the crosswalk on the near side of the intersection or, if no crosswalk is indicated, at the point nearest the intersecting roadway where the driver has a view of approaching traffic on the intersecting roadway before entering the intersection. After having stopped, such driver shall yield the right-of-way to any vehicle which has entered the intersection from another highway or which is approaching so closely on such highway as to constitute an immediate hazard if such driver moved across or into such intersection.

(C) The driver of a vehicle approaching a yield sign shall slow to a speed reasonable under the existing conditions and, if required for safety to stop, shall stop at a clearly marked stop line or shall stop, if there is no such line, before entering the crosswalk on the near side of the intersection or, if no crosswalk is indicated, at the point nearest the intersecting roadway where the driver has a view of approaching traffic on the intersecting roadway. After slowing or stopping, such driver shall yield the right-of-way to any vehicle in the intersection or approaching on another highway so closely as to constitute an immediate hazard if such driver moved across or into such intersection.

(Neb. RS 60-6,148) Penalty, see § 70.99

**§ 71.03 INTERFERENCE WITH TRAFFIC CONTROL DEVICES OR RAILROAD SIGNS OR SIGNALS.**

No person shall, without lawful authority, attempt to or in fact alter, deface, injure, knock down, or remove any traffic control device, any railroad sign or signal, or any part of such a device, sign, or signal. (Neb. RS 60-6,129) Penalty, see § 70.99

**§ 71.04 SIGNS, MARKERS, DEVICES, OR NOTICES; PROHIBITED ACTS.**

(A) Any person who willfully or maliciously shoots upon the public highway and injures, defaces, damages, or destroys any signs, monuments, road markers, traffic control devices, traffic surveillance devices, or other public notices lawfully placed upon such highways shall be guilty of an offense.

(B) No person shall willfully or maliciously injure, deface, alter, or knock down any sign, traffic control device, or traffic surveillance device.

(C) It shall be unlawful for any person, other than a duly authorized representative of the Department of Transportation, the county, or the village, to remove any sign, traffic control device, or traffic surveillance device placed along a highway for traffic control, warning, or informational purposes by

official action of the department, county, or village. It shall be unlawful for any person to possess a sign or device which has been removed in violation of this division.

(D) Any person violating division (B) or (C) of this section shall be guilty of an offense and shall be assessed liquidated damages in the amount of the value of the sign, traffic control device, or traffic surveillance device and the cost of replacing it.

(Neb. RS 60-6,130) Penalty, see § 10.99

#### **§ 71.05 TIRE REQUIREMENTS AND PROHIBITIONS; PERMISSIVE USES.**

(A) Every solid rubber tire on a vehicle moved on any highway shall have rubber on its entire traction surface at least 1 inch thick above the edge of the flange of the entire periphery.

(B) No tire on a vehicle moved on a highway shall have on its periphery any clock, stud, flange, cleat, or spike or any other protuberance of any material other than rubber which projects beyond the tread of the traction surface of the tire, except that:

(1) This prohibition shall not apply to pneumatic tires with metal or metal-type studs not exceeding 5/16 of an inch in diameter inclusive of the stud-casing with an average protrusion beyond the tread surface of not more than 7/64 of an inch between November 1 and April 1, except that school buses, mail carrier vehicles, and emergency vehicles shall be permitted to use metal or metal-type studs at any time during the year;

(2) It shall be permissible to use farm machinery with tires having protuberances which will not injure the highway; and

(3) It shall be permissible to use tire chains of reasonable proportions upon any vehicle when required for safety because of snow, ice, or other condition tending to cause a vehicle to slide or skid.

(C) (1) No person shall operate or move on any highway any motor vehicle, trailer, or semitrailer:

(a) Having any metal tire in contact with the roadway; or

(b) Equipped with solid rubber tires.

(2) Division (C)(1) shall not apply to farm vehicles having a gross weight of 10,000 pounds or less or to implements of husbandry.

(D) The village may, in its discretion, issue special permits authorizing the operation upon a highway of traction engines or tractors having movable tracks with transverse corrugations upon the periphery of such movable tracks or farm tractors or other farm machinery.

(Neb. RS 60-6,250)

#### ***Statutory reference:***

*Rubber tired cranes, see Neb. RS 60-6,288*

***SPEED LIMITS*****§ 71.20 BASIC RULE.**

No person shall drive a vehicle on a highway at a speed greater than is reasonable and prudent under the conditions and having regard to the actual and potential hazards then existing. A person shall drive at a safe and appropriate speed when approaching and crossing an intersection or railroad grade crossing, when approaching and going around a curve, when approaching a hillcrest, when traveling upon any narrow or winding roadway, and when special hazards exist with respect to pedestrians or other traffic or by reason of weather or highway conditions.

(Neb. RS 60-6,185) Penalty, see § 70.99

**§ 71.21 MAXIMUM LIMITS.**

(A) Except when a special hazard exists that requires lower speed for compliance with § 71.20, the limits set forth in this section and Neb. RS 60-6,187, 60-6,188, 60-6,305, and 60-6,313 shall be the maximum lawful speeds unless reduced pursuant to division (B), and no person shall drive a vehicle on a highway at a speed in excess of such maximum limits:

- (1) Twenty-five miles per hour in any residential district;
- (2) Twenty miles per hour in any business district;
- (3) Fifty miles per hour upon any highway that is gravel or not dustless surfaced;
- (4) Fifty-five miles per hour upon any dustless-surfaced highway not a part of the state highway system;
- (5) Sixty-five miles per hour upon any four-lane divided highway not a part of the state highway system;
- (6) Sixty-five miles per hour upon any part of the state highway system other than an expressway, a super-two highway, or a freeway.

(B) The maximum speed limits established in division (A) may be reduced by the Department of Transportation or the Board of Trustees pursuant to § 71.23 or Neb. RS 60-6,188.

(C) The Board may erect and maintain suitable signs along highways under its jurisdiction in such number and at such locations as it deems necessary to give adequate notice of the speed limits established pursuant to division (A) or (B) upon such highways.

(Neb. RS 60-6,186) Penalty, see § 71.99

**§ 71.22 BRIDGES AND OTHER ELEVATED STRUCTURES.**

(A) No person shall drive a vehicle over any public bridge, causeway, viaduct, or other elevated structure at a speed which is greater than the maximum speed which can be maintained with safety thereon when such structure is posted with signs as provided in division (B).

(B) The Department of Transportation or the Board of Trustees may conduct an investigation of any bridge or other elevated structure constituting a part of a highway under its jurisdiction, and if it finds that the structure cannot safely withstand vehicles traveling at the speed otherwise permissible, the Department or the Board shall determine and declare the maximum speed of vehicles which the structure can safely withstand and shall cause suitable signs stating the maximum speed to be erected and maintained before each end of the structure.

(C) Upon the trial of any person charged with a violation of division (A), proof of the determination of the maximum speed by the Department or the Board and the existence of such signs shall constitute conclusive evidence of the maximum speed which can be maintained with safety on the bridge or structure.

(Neb. RS 60-6,189) Penalty, see § 71.99

**§ 71.23 ALTERNATIVE MAXIMUM LIMITS.**

(A) Whenever the Department of Transportation determines, upon the basis of an engineering and traffic investigation, that any maximum speed limit is greater or less than is reasonable or safe under the conditions found to exist at any intersection, place, or part of the state highway system outside of the corporate limits of cities and villages as well as inside the corporate limits of cities and villages on freeways which are part of the state highway system, it may determine and set a reasonable and safe maximum speed limit for such intersection, place, or part of such highway which shall be the lawful speed limit when appropriate signs giving notice thereof are erected at such intersection, place, or part of the highway, except that the maximum rural and freeway limits shall not be exceeded. Such a maximum speed limit may be set to be effective at all times or at such times as are indicated upon such signs.

(B) On all highways within its corporate limits, except on state-maintained freeways which are part of the state highway system, the Board of Trustees shall have the same power and duty to alter the maximum speed limits as the Department if the change is based on engineering and traffic investigation, except that no imposition of speed limits on highways which are part of the state highway system in the village shall be effective without the approval of the Department.

(C) Not more than 6 such speed limits shall be set per mile along a highway, except in the case of reduced limits at intersections, and the difference between adjacent limits shall not be more than 20 miles per hour.

(D) When the Department or the Board determines by an investigation that certain vehicles in addition to those specified in Neb. RS 60-6,187, 60-6,305, and 60-6,313 cannot with safety travel at the speeds provided in §§ 71.21 and 71.22 and Neb. RS 60-6,187, 60-6,305, and 60-6,313 or set pursuant

to this section, § 71.22, or Neb. RS 60-6,188, the Department or the Board may restrict the speed limit for such vehicles on highways under its respective jurisdiction and post proper and adequate signs. (Neb. RS 60-6,190)

#### **§ 71.24 NEAR SCHOOLS.**

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

Penalty, see § 71.99

(B) The driver shall stop at all stop signs located at or near such school premises, and it shall be unlawful for the driver to make a U-turn at any intersection where such stop signs are located at or near such school premises.

Penalty, see § 70.99

#### **§ 71.99 VIOLATIONS; FINES.**

(A) Any person who operates a vehicle in violation of any maximum speed limit established for any highway or freeway is guilty of a traffic infraction and upon conviction shall be fined:

- (1) \$10 for traveling 1-5 miles per hour over the authorized speed limit;
- (2) \$25 for traveling over 5 miles per hour but not over 10 miles per hour over the authorized speed limit;
- (3) \$75 for traveling over 10 miles per hour but not over 15 miles per hour over the authorized speed limit;
- (4) \$125 for traveling over 15 miles per hour but not over 20 miles per hour over the authorized speed limit;
- (5) \$200 for traveling over 20 miles per hour but not over 35 miles per hour over the authorized speed limit; and
- (6) \$300 for traveling over 35 miles per hour over the authorized speed limit.

(B) (1) The fines prescribed in division (A) shall be doubled if the violation occurs within a maintenance, repair, or construction zone established pursuant to Neb. RS 60-6,188.

(2) For the purpose of this division (B), the following definition shall apply unless the context clearly indicates or requires a different meaning.

***MAINTENANCE, REPAIR, OR CONSTRUCTION ZONE.***

(a) (i) The portion of a highway identified by posted or moving signs as being under maintenance, repair, or construction; or

(ii) The portion of a highway identified by maintenance, repair, or construction zone speed limit signs displayed pursuant to Neb. RS 60-6,188; and

(iii) Within such portion of a highway where road construction workers are present.

(b) The maintenance, repair, or construction zone starts at the location of the first sign identifying the maintenance, repair, or construction zone and continues until a posted or moving sign indicates that the maintenance, repair, or construction zone has ended.

(C) The fines prescribed in division (A) shall be doubled if the violation occurs within a school crossing zone.

(Neb. RS 60-682.01)

# **City of Scottsbluff, Nebraska**

**Monday, July 6, 2020**

**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: Erin Aschenbrenner, Library Director**

# COPIER CONNECTION INC.

1912 Broadway  
Scottsbluff Nebraska 69361

## COPIER FULL SERVICE CONTRACT TONER INCLUSIVE

Purchased By: Scottsbluff Public Library  
1809 3<sup>rd</sup> Avenue  
Scottsbluff NE 69361

This contract will be for one year.

Contract purchased date: March 7, 2020

One each copier model Canon IR2525

Beginning meter reading

62,256

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 \_\_\_\_\_, 2020.

Title \_\_\_\_\_

Purchaser Firm Name \_\_\_\_\_

  
Service Manager

Copier Connection Inc.

Please return signed contract.



# **City of Scottsbluff, Nebraska**

**Monday, July 6, 2020**

**Regular Meeting**

## **Item Reports4**

**Council to discuss and consider action on the East Overland  
Façade Improvement Grant Program.**

**Staff Contact: Starr Lehl, Economic Development Director**



## CITY OF SCOTTSBLUFF

### EAST OVERLAND FAÇADE IMPROVEMENT GRANT PROGRAM

The City of Scottsbluff has \$59,740 for façade improvements on East Overland Drive. Grants will be available to all properties, residential and commercial, that are located on East Overland. The grant funds must be used to improve the appearance of the exterior of the property. Program guidelines are below:

1. Grant amount: Minimum grant amount is \$500, and maximum grant amount is \$6,000 per property.
2. Required cash match: The property owner is required to match every dollar of grant money with one dollar of their own funds. Grant funds must be spent on the exterior of the property. Matching funds may be spent on the exterior or the interior of the property.

Eligible improvements that may be supported by grant funds or matching funds include, but are not limited to:

- |                        |                       |              |
|------------------------|-----------------------|--------------|
| -Paint (exterior only) | -Roof Repairs         | - Siding     |
| -Masonry               | -Sidewalk repair      | - Awnings    |
| -Signage               | -Windows              | - Doors      |
| -Landscaping           | - Parking Lot Repairs | - Demolition |

Eligible improvements allowed by the property owner include, but are not limited to:

- |   |                                 |
|---|---------------------------------|
| - Insulation/Energy efficiency improvements | - Parking Lot Improvements      |
| - Paint (interior or exterior)              | -Electrical Upgrades or Repairs |
| - Plumbing Upgrades or Repairs              |                                 |

3. Applications must have actual bids or estimates from a contractor attached in order to be considered.
4. Applicant must attend and present their application to the Community Redevelopment Authority in order to be considered for funding.
5. Funds may not be spent until after an application is approved - **funds spent prior to approval will not be reimbursed.**

6. Applicant must keep all receipts for materials and work done and submit to the City in order to be reimbursed. Work must be completed and receipts submitted for reimbursement within 6 months of project approval. The Community Redevelopment Authority (CRA) has the discretion to extend the timeframe on a case by case basis due to extenuating circumstances within the current fiscal year. All projects must be completed by **August 1, 2021**.
7. Applications will be reviewed by staff and presented to the City's Community Redevelopment Authority at their monthly meeting. The CRA will make recommendations to the City Council, who has final say in approving projects.
8. Approved applicants must give monthly reports to the city regarding the progress of the project until completed.
9. Application Period will begin on **July 7, 2020 and end on August 31, 2020**.
10. All proposed improvements must meet requirements of the City's building, fire, and zoning codes.

## East Overland Façade Improvement Program Application

### Project Information

1.     Applicant Name \_\_\_\_\_  
         Applicant Address \_\_\_\_\_  
         Telephone No. \_\_\_\_\_  
         Property Owner (if different than applicant) \_\_\_\_\_

2.     Project Site Address \_\_\_\_\_

4.     Land Use of Project (Circle one)

Residential

Restaurant

Retail

Service

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

5.     Utilities        (Circle one)    Gas            Electric        Both

6.     Proposed Project: Describe in detail; attach plans and specifications:

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7. Estimated Project Costs

Exterior Improvements (grant or matching funds) \$ \_\_\_\_\_

Interior Improvements (matching funds only) \$ \_\_\_\_\_

Total \$ \_\_\_\_\_

**Grant Funds Requested\*** \$ \_\_\_\_\_

\*Grant funds requested must not exceed the \$6,000 maximum

\*Bids or estimates from contractors must be included at the time of application

8. Person doing work (if different than applicant) \_\_\_\_\_

Address \_\_\_\_\_

Phone No. \_\_\_\_\_

9. Project Construction Schedule (estimated)

Start Date \_\_\_\_\_

Completion Date \_\_\_\_\_

**\*ALL WORK MUST BE COMPLETED AND RECEIPTS SUBMITTED TO THE CITY NO LATER THAN AUGUST 1, 2021.**

**To be completed by Staff:**

Zoning of Property \_\_\_\_\_

Square footage of building \_\_\_\_\_

# **City of Scottsbluff, Nebraska**

**Monday, July 6, 2020**

**Regular Meeting**

## **Item Reports5**

**Council to receive an update and results of the spring cleanup.**

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

# 2020 Scottsbluff Spring Clean-up Event

## **OVERVIEW**

The City of Scottsbluff provided four designated locations with large roll-off containers available for the residential public to dispose of solid waste to clean up their properties from Monday, June 8, 2020 at 12:00 pm through Friday, June 12, 2020. 59.50 tons (119,000 lbs) of solid waste was collected and disposed of at the Gering landfill.

## **LOCATIONS:**

**-Southeast:** 1303 E Overland, Scottsbluff, NE 69361 (East of Rosita's)

This location received the most trash compared to the other three locations.

**-Southwest:** 1914 Ave I, Scottsbluff, NE 69361 (Westmoor Pool)

This location was busy and worked well due to it being on a hardscape parking lot making clean-up easier.

**-Northeast:** 4205 5th Ave, Scottsbluff, NE 69361 (Lander's Soccer Complex)

This location seemed to have been too far north and was used by many people outside of the City limits.

**-Northwest:** W 29<sup>th</sup> St, Scottsbluff, NE 69361 (Southwest of Home Depot)

This location was the least used compared to the other three locations. It was the least visible.

## **GOOD:**

The locations were planned to be off of the main roadways to not cause any traffic issues which worked well. The locations were spread throughout town to give all residents close access to a dumping location. The week-long program was well received by the community and was heavily used from the first day to the last day. We didn't experience any illegal dumping after we closed each location which was a concern of ours. Each location was barricaded with signage for one week after the event to try to prevent more dumping and it worked well. The City of Gering worked well with us to provide the dumpsters and get them dumped as often and as soon as possible.

## **BAD:**

The dumpsters filled up very fast each day and we did receive some complaints about the dumpsters always being full. We had the dumpsters dumped as quickly as we could each time they were full. We had a lot of dumping on the ground around three of the four dumpsters. We did have quite a bit a commercial dumping which filled the dumpsters up quickly leaving less to no room for the residential dumpsters. Many tires were dumped and took up a lot of space in the dumpsters. This event was more labor intensive then we thought it was going to be as we had many City staff and equipment having to clean each site multiple times a day throughout the week.

## **GOING FORWARD:**

It might work best to have only one location with multiple dumpsters to not only make clean-up easier and quicker but to provide more dumping space for the residents. This will also make it easier to monitor and get the cans dumped sooner. Signage to discourage illegal and commercial dumping may help with not having the dumpsters fill up as fast. We should also not allow tires to be dumped along with yard waste, electronics and commercial solid waste.

# **City of Scottsbluff, Nebraska**

**Monday, July 6, 2020**

**Regular Meeting**

## **Item Reports6**

**Council to discuss various project preferences and initiatives.**

**Staff Contact: Rick Kuckahn, Interim City Manager**