



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

Regular Meeting
July 20, 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) The Council will not take any action on the item except for referring it to staff to address for placement on a future Council Agenda. This comment period will be limited to three (3) minutes per person.
8. **Minutes**
 - a) Informational Only:
9. **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 July 6, 2020 Regular Meeting.
 - b) Approve the absence of Council Member Schaub from the July 6, 2020 Regular Meeting.
10. **Claims**
 - a) Council to consider and take action on claims of the City.
11. **Bids & Awards:**
 - a) Council to discuss and consider action on awarding the bid for the repair of hail damage of six separate buildings within the Transportation Facility located at 1105 3rd Avenue to Twin City Roofing & Sheet Metal, Inc. in the amount of \$126,607.52.

12. **Reports from Staff, Boards & Commissions:**
 - a) Council to discuss and consider action on a request from 23 Club for additional project funding.
 - b) Council to discuss and consider action on the proposed International Brotherhood of Electrical Workers Union (IBEW) Contract.
 - c) Council to discuss and consider action on the revised 2019-2020 Pay Resolution amending IBEW Eligible Employee wages.
 - d) Council to review and discuss the Contract with Waste Connections to provide waste disposal services to the City.
 - e) Council to discuss and consider action on an offer to purchase land for purposes of continuing the site evaluation for a possible landfill.
13. **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.
14. **Adjournment.**

City of Scottsbluff, Nebraska

Monday, July 20, 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 20, 2020

Regular Meeting

Item Youth Cou 1

The Council will not take any action on the item except for referring it to staff to address for placement on a future Council Agenda. This comment period will be limited to three (3) minutes per person.

Staff Contact:

City of Scottsbluff, Nebraska

Monday, July 20, 2020

Regular Meeting

Item Minutes1

Informational Only:

Staff Contact:

City of Scottsbluff, Nebraska

Monday, July 20, 2020

Regular Meeting

Item Consent1

Approve the minutes of the July 6, 2020 Regular Meeting.

Staff Contact: City Council

The Scottsbluff City Council met in a regular meeting on July 6, 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 July 2, 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 July 2, 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.

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

- a) The minutes of the June 15, 2020 Regular Meeting be approved,
- b) Council Member Schaub's absence at the June 15, 2020 Regular Meeting be excused, "YEAS," McKerrigan, Green, and Gonzales, "NAYS," Shaver. Absent: Schaub.

Moved by Council Member Shaver, 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 July 6, 2020, as on file with the City Clerk and submitted to the City Council, "YEAS," Green, Shaver, Gonzales, and McKerrigan "NAYS," None. Absent: Schaub.

CLAIMS

3M COMPANY,ADHESIVE FOR PAVEMENT TAPE,1311.38;AC ELECTRIC MOTOR SERVICE,EQUIP MAINT,343.24; ACTION COMMUNICATIONS INC.,EQUIP MAINT PARK DEPT,114.2; ADVANCE AUTO PARTS,DEF FOR FLEET,508.96; AHLERS BAKING INC,DEPT SUPPLPD,47.97;AL'STOWING,TOWSERVICEPD,95;AMAZON.COMHEADQUARTERS,MISC.,384.42; ANAYA LYDIA,REIMBURSEMENT - MILEAGE - JURY DUTY CHECK,2.3; ANITA'S GREENSCAPING INC,CONT. SRVCS.,255; ASCHENBRENNER ERIN,REIMB.,21.39; B & H INVESTMENTS, INC,WATER DELIVERY X 5 BOTTLES,123.5; B&C STEEL CORPORATION,SHEETS METAL FOR DUMPSTER BOTTOMS,1509; BH MEDIA GROUP INC.,LEGAL NOTICE,22.28; BLACK HILLS GAS DISTRIBUTION LLC,MONTHLY ENERGY BILL,686.45; BLUFFS FACILITY SOLUTIONS,JAN. SUP.,1457.18; CAPITAL BUSINESS SYSTEMS INC.,CONTRACTUAL-PD,51; CARR- TRUMBULL LUMBER CO, INC.,XXL TYVEK

COVERALLS - COVID 19,382.07; CELLCO PARTNERSHIP,CELL PHONES-PD,1610.54; CITIBANK N.A.,DEPT SUPP PARK,624.41; CITIBANK, N.A.,DEP. SUP.,72.56; CITY OF SCB,POSTAGEPD,39;CLARKPRINTINGLLC,PRGRM.,669.62;COLETOOLDISTRIBUTORSLLC,CENTRAL GARAGE- FILTER WRENCH & EXTENSION,85.15; COLONIAL LIFE & ACCIDENT INSURANCECOMPANY,INSURANCE,48.7; CONTRACTORS MATERIALS INC.,GLOVES,374.45; CORE & MAIN LP,METERS,4786.71; CROELL INC,DEPT SUP,237.54; CYNTHIA GREEN,DEPT SUPP ADM,629.93; D & H ELECTRONICS INC.,GROUND MAINT PARK,32.92; DAS STATE ACCOUNTING-CENTRAL FINANCE,MONTHLY LONG DISTANCE,210.14; DOOLEY OIL INC,CENTRAL GARAGE- OIL,106.09; ENERGY LABORATORIES, INC DEPT 6250,SAMPLES,135; FARMERS STATE BANK,TIF - ELITE HEALTH REDEV,94653.99; FASTENAL COMPANY,VIRUS SUPP - FACE MASKS,1375.3; FEDERAL EXPRESS CORPORATION,POSTAGE,976.78; FERGUSON LINDSEY,TREE REBATE,129.98; FLOYD'S TRUCK CENTER SCOTTSBLUFF,REPAIRS TO UNIT #816,3747.57; FRANCISCO'S BUMPER TO BUMPER INC,TOW SERVICE-PD,175; FREMONT MOTOR SCOTTSBLUFF, LLC,POLICE #2-CONDENSOR KIT,518.07; GALLS INC,EQUIP MAINT-PD,155.97; GENERAL ELECTRIC CAPITAL CORPORATION,DRINKING WATER, SUNBLOCK, DETERGENT,280.4; GENERAL TRAFFIC CONTROLS, INC,GRIDSMART CAMERA DETECTION & CONTROLLER FOR 27 & I,26160; GILMORE & BELL, P.C.,LEGAL SERVICES - 2020 GO HIGHWAY ALLOC.BONDS,5250; HAWKINS, INC.,CHEMICALS,8720.25; HD SUPPLY FACILITIES MAINTENANCE LTD,DEPT SUP,1323.85; HULLINGER GLASS & LOCKS INC.,BLDG MAINT PARK,107; HYDRONIC WATER MANAGEMENT,BLDG. MAIN.,425; HYDROTEX PARTNERS, LTD,ES STOCK- POWER KLEEN,704.86; IDEAL LAUNDRY AND CLEANERS, INC.,RUGS, SHOP TOWELS, MOPS,520.61; INDEPENDENT PLUMBING AND HEATING, INC,GROUND MAINT PARK,1042.96; INGRAM LIBRARYSERVICESINC,BKS.,1410.48;INTERNALREVENUESERVICE,WITHHOLDINGS,59917.12; INTRALINKS, INC,BACKUP - ADMIN & WATER & PD,2417; JOHN DEERE FINANCIAL,VIRUS SUPP - SANITIZER & MASKS,402.1; JOHN DEERE FINANCIAL,DEPT SUPP PARK,208.65; JOHN DEERE FINANCIAL,EQUIP MAINT PARK DEPT,553.34; JWC ENVIRONMENTAL INC,DEPT SUP,2789.22; KNOW HOW LLC,CENTRAL GARAGE-HYDRAULIC HOSE,3131.21; KRIZ DAVIS,ELECTRICAL MAINT,43.29; M.C. SCHAFF & ASSOCIATES, INC,PROF.SERVICES - CHIP SEAL PROJECT 2020,61057; MACQUEEN EQUIPMENT INC,FLOW SENSOR TRANSMITTER - TOWER 1,411.78; MATHESON TRI-GAS INC,RENT MACHINES,64.62; MENARDS, INC,PAINT FOR DUMPSTERS,1016.33; MENDOZA, FRANK,CDL RENEWAL REIMBURSEMENT FROM 5/2/2019,58.5; MICHAEL BEEBE,CONTRACTUAL SVC,122.6; MIDLANDS NEWSPAPERS, INC,SUBSCRIPTION,180.75; MUNICIPAL EMERGENCY SERVICES INC,THERMAL IMAGER BATTERY REFURBISH,190; NE CHILD SUPPORT PAYMENT CENTER,NE CHILD SUPPORT PYBLE,916.6; NE DEPT OF REVENUE,SALESANDUSETAX,22559.72;NEBRASKAPUBLICPOWERDISTRICT,ELECTRICITY, 24182.95; NEMNICH AUTOMOTIVE,POLICE #2- A/C SERVICE,256.78; NETWORKFLEET, INC,GPS SERVICES FOR ES FLEET,113.7; NORTHERN SAFETY COMPANY, INC.,DEPT SUP,1139.15; NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF,GROUND MAINT PARK DEPT,117.08; OCLC ONLINE COMPUTER LIBRARY CENTER, INC,CONT. SRVCS.,378.16; O'KEEFE ELEVATOR COMPANY INC,BLDG. MAIN.,1332.56; PANHANDLE CONCRETE PRODUCTS,INC,GRATE,762.75;PANHANDLEENVIRONMENTALSERVICESINC,CONTRACTUAL SVC,399; PANHANDLE HUMANE SOCIETY,CONTRACTUAL,5278.08; PLATTE RIVER

GLASS RODNEY L FLOTH,WINDSHIELD REPLACEMENT ON UNIT #827,349; PLATTE VALLEY BANK,HEALTH SAVINGS,10489.5; POWERPLAN,REPAIRS TO MOTOR GRADER,4529.6; PSI DIGITAL IMAGING SOLUTIONS,HP DESIGNJET T2600 PRINTER - GIS,6950;QUADIENTLEASINGUSAINC,RENTMACHINE,203.82;QUILLCORPORATION,DEPT/INVESTSUPPL-PD,458.72;REAMS SPRINKLER SUPPLY CO.,GROUND MAINTPARKDEPT,2001.49; RECOLLECTSYSTEMSINC,RECOLLECTSYSTEM,5774.9;REGIONALCAREINC,CLAIMS,144686.09;REGISTEROFDEEDS,EASEMENT,208;RIVERSIDEZOOLOGICALFOUNDATION,CONTRACTUAL,87500; RODRIGUEZ JOSE R,TOW SERVICE-PD,190; ROOSEVELT PUBLIC POWER DISTRICT,ELECTRIC POWER,2597.81; RURAL HEALTH DEVELOPMENT, INC.,ECONOMIC DEVELOPMENT,6383.33; S M E C,EMPLOYEE DEDUCTION,130.5; SAFETYLINE CONSULTANTS, INC,EQUIP MAINT-PD,336; SANDBERG IMPLEMENT, INC,EQUIP MAINT,556.88; SANDRY FIRE SUPPLY,EXTRICATION EQUIPMENT MAINTENANCE,685; SCB COUNTY TREASURER,REIMB./REFUND GRANT PAYMENT - EMERG.MAN.,462.88; SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,300; SCHMIDT IRIS,PARK RESERVATION,25; SCOTTS BLUFF COUNTY COURT,LEGAL FEES-PD,68; SCOTTSBLUFF BODY&PAINT,VEHMAINT-PD,2717.2;SCOTTSBLUFFPOLICEOFFICERSASSOCIATION,POLICE EEDUES,1092;SHERWINWILLIAMS,BLDGMAINTPARK,112.1;SIMONCONTRACTORS,CONCRETEFOR18THST.PLAZA,3919.89;SNELLSERVICESINC.,BLDG.MAIN.,2637.4;SOUNDSLEEPERSECURITYINC.,SECURITY MAIN. SERVICE,2814.95; STATE HEALTH LAB,SAMPLES,534; STATE OF NE.,CONTRACTUAL-PD,735; TERRY D SCOTT,VEHICLE MAINT PARK DEPT,458.74; TEXAS PNEUDRAULIC INC,ES #828, 812, STOCK- SWITCH, SEAL KIT, PROXY SWITC,233.36; TOPKOTE INC,CHIP SEAL PROJECT 2020,2208028.2; TOYOTA MOTOR CREDIT CORPORATION,HIDTA CAR LEASE-PD,343.53; TWIN CITY ROOFING & SHEETMETAL, INC,CITY HALL ROOF REPLACEMENT,123507.55; TYLER TECHNOLOGIES, INC,FEE - UB ONLINE 7/1/20 - 7/31/20,348; UNION BANK & TRUST,RETIREMENT,36475.35; UNITED STATES WELDING,WELDING SUPPLIES,314.63; US BANK,VEH MAINT-PD,1519.87; VOGEL WEST, INC,RED LATEX TRAFFIC PAINT,518.39; WHITING SIGNS,DEP. SUP.,168.75; WINCAN LLC,CONTRACTUAL SVC,5776; WOODS & AITKEN LLP,PROF.SERVICES - IBEW NEGOTIATIONS,1140; WYOMING CHILD SUPPORT ENFORCEMENT,CHILD SUPPORT,738.08; ZM LUMBER INC,DEPT SUPP PARK DEPT,65.3;

Mr. Kuckkahn presented the May 2020 Financial Report explaining there is nothing outstanding, adding the City is on pretty good course working with revenues and are in good shape with budget session coming up. He further stated things look reasonably good considering the circumstances.

Mr. Dave Schaff with M.C. Schaff and Associates approached Council to give an update on the Platte Alliance Water Supply (PAWS) Level 2 Study. Mr. Schaff explained the Platte Alliance Water Supply is a regional drinking water wholesale project looking at the ability to get multiple communities together within the valley that have similar drinking water quality issues like Scottsbluff. He went on to state this is a wholesale approach to provide water to all the communities in lieu of using the ground water wells they currently use. The potential is to keep the cost down by using a regional approach instead of a single City approach. He added the purpose behind this is to use surface water, doing more of a conventional treatment process, rather than dealing with the technical aspects of ground water that has multiple issues with nitrates. He expressed each community would continue to have their own water

utility, but this would remove the need for pumping, wells and the potential treatment processes. He further explained two reports have been completed, the first being the Appraisal Investigation Report from the Bureau of Reclamation. This report was funded 100% from the Bureau of Reclamation and from there the second report, a Level II study, which was funded 50% by the City of Scottsbluff and 50% from the Wyoming Water Development Commission, was completed. From this, governance groups were established from the involved communities with favorable recommendations being received to move forward.

Mr. Schaff stated the estimated cost of the plan is roughly \$275 million dollars, which would cover capital costs of the construction project; an anticipation of 67% of the project being grant funded and the other 33% from loans. He added the average water usage rate would be \$1.34 per 1000 gallons with a \$20.73 equipment tap fee. He commented there would be no pumping cost, eliminating the electrical cost of the utility. In addition they are looking at inline electric generation which is a new technology of putting generators in the pipeline as there is enough elevation drop between Guernsey, Wyoming and Bridgeport to have four separate pressure reducing stations to create some energy to operate the water treatment processing plant itself. Mr. Schaff listed the Nebraska communities who would be involved with the governance group and they include: Henry, Morrill, Lyman, Mitchell, Scottsbluff, Minatare, Terrytown, Bayard and Bridgeport.

The next steps for the project include submitting the application to the Nebraska Water Sustainability Fund. The money used from this application will be used for the Nebraska communities to solidify water rights to move forward with the PAWS project. Also, they are moving forward with grant funding trying to get a good financial package to make the project work, so the impacts will be minimal. After that the design phase of the project can get started, with best case scenario being five years, realistic scenario ten years.

Mr. Schaff also added a letter has been drafted to Federal delegates to get on their radar as far as the CARES Act is concerned, commenting it could be a big win for the region. He also suggested letters from the City or governance group would definitely help in getting this funding and he would help draft the letters to get them submitted.

Regarding the Community Festival Permit for the Downtown Scottsbluff Association's "Sidewalk Sales" on Broadway, no one from the association was present at the council meeting to give an update on the event. Mayor Gonzales made a motion, seconded by Council Member McKerrigan to approve the 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. During discussion Council Member Shaver commented he was concerned no one was at the meeting to discuss the event, stating generally people are required to be here. Mayor Gonzales asked that an update be given, whether it is from the Police Department or Downtown Association on the event. Mayor Gonzales then asked for roll call. "YEAS," Green, Shaver, Gonzales, and McKerrigan. "NAYS," None. Absent: Schaub.

Ms. Andrea Margheim with BDS3C, LLC dba Flyover Brewery Company was present to answer questions regarding five Special Designated Liquor Licenses to serve beer at the Bands on Broadway Summer Series on July 16th, 23rd, 30th, August 6th and 13th, 2020 from 5:00 to 10:00 p.m. Ms. Margheim explained they ID and utilize wrist bands. They also have people at the entrances to make sure no alcohol leaves the area. She further reiterated everyone has their ID checked, no matter how old they look, to make sure they have their ID on them. Police Chief Kevin Spencer commented this event was held last year, they had two officers on patrol for each event and they did not have any issues. Council Member McKerrigan moved, seconded by Council Member Green, to approve 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 from 5:00 to 10:00 p.m., “YEAS,” Shaver, Gonzales, McKerrigan, and Green. “NAYS,” None. Absent: Schaub.

Ms. Michele Denton, Executive Director of the West Nebraska Arts Center approached Council regarding the special arts-related wine permit and Special Designated Liquor License for an art exhibit on August 6, 2020 from 4:00 to 8:00 p.m. Ms. Denton stated she is excited for the reception and hopes to have a fair turn out. She added they do not have a lot of people that come to the receptions, but they are careful. Police Chief Spencer stated they have had no issues with any of their events. Council Member Shaver made the motion, seconded by Council Member Green to approve the 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 from 4:00 to 8:00 p.m., “YEAS,” McKerrigan, Gonzales, Green, and Shaver. “NAYS,” None. Absent: Schaub.

Regarding the revised Tax Increment Financing Guidelines and Application, Ms. Starr Lehl Economic Development Director explained the Community Redevelopment Authority met on June 17, 2020 to discuss changes made to Tax Increment Financing Statutes that were made in 2018. She stated the guidelines have been simplified; some of the major changes are in the approval process to outline the steps better to meet the needs of the developer or business owner. Appendix B was also added as the City’s official form for the Cost Benefit Analysis. Council Member Shaver asked if anything differs from the State; basically we are just putting this in line with the State level, but Appendix B is separate. Ms. Lehl stated with Appendix B we always required it in the application, but it wasn’t included in the forms. Council Member McKerrigan made a motion, seconded by Mayor Gonzales to approve the revised Tax Increment Financing Guidelines and application and approve Resolution 20-07-01, “YEAS,” Gonzales, Green, McKerrigan, Shaver. “NAYS,” None. Absent: Schaub.

RESOLUTION NO. 20-07-01

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SCOTTSBLUFF, 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 July 6, 2020

Mayor

ATTEST:

City Clerk (Seal)

Mr. Kuckkahn presented the Construction Engineering Agreement between the City of Scottsbluff and M.C. Schaff & Associates for the Scottsbluff Monument Pathway North Project by explaining these are the engineering fees for the oversight of the Pathway. It is an 80/20 split with the City's portion being approximately \$120,000.00; it is a state requirement for the project and cannot be modified. Council Member Shaver asked if there were dates in the Agreement. Public Works Director Mark Bohl explained the Agreement does not list dates, but the start date is slated for July 20th. This is the last step to get under construction. Council Member McKerrigan made the motion, seconded by Council Member Green to approve 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 Resolution 20-07-02, "YEAS," McKerrigan, Shaver, Green, and Gonzales. "NAYS," None. Absent: None.

RESOLUTION
SIGNING OF CONSTRUCTION ENGINEERING AGREEMENT – BK2047

City of Scottsbluff

Resolution No. 20-07-02

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 6th day of July, 2020 at Scottsbluff Nebraska.
(Month)

The City Council of the City of Scottsbluff, Nebraska

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

Board/Council Member McKerrigan
Moved the adoption of said resolution
Member Green Seconded the Motion
Roll Call: 4 Yes 0 No 0 Abstained 1 Absent
Resolution adopted, signed and billed as adopted

Attest:

Signature of City Clerk

Regarding the item of discussion and consideration of 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, Mr. Kuckkahn explained there have been issues in Lincoln concerning the legalities of conducting meetings over the phone; the League of Municipalities has suggested we pass this to reaffirm the actions taken during our telephonic meetings. This is a proforma protecting ourselves of ramifications that could come down the road. Council Member Shaver moved, seconded by Council Member McKerrigan to ratify and approve 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, "YEAS," Green, Shaver, Gonzales, and McKerrigan. "NAYS," None. Absent: None.

Mr. Kuckkahn approached Council regarding the cost proposal for a recodification of the Scottsbluff Municipal Code, explaining this item has been budgeted with an amount of \$15,000.00. He would like to have the Council give suggestions regarding this item since the last time a recodification was completed was in 1995. He stated there will be more internal costs to be incurred, but he feels it is important and now is the time to start the process. He would like to recommend that Council authorize the recodification of the City's code. During discussion, Council Member Shaver commented he made recommendations to have different City Ordinances addressed before this was done and it has never been done. He has zero desire to do this until we address those Ordinances; it is stupid to recodify and then change Ordinances. Council Member McKerrigan asked if we could still start the process and Council Member Shaver could still bring to Council what he would like to see changed. Mr. Kuckkahn answered yes; it is certainly something not beyond the realm. He encouraged Council to bring forth questions or concerns with Ordinances and ask them to be placed on the agenda. After discussion, Council Member McKerrigan made the motion, seconded by Mayor Gonzales to approve the cost proposal for a recodification of the Scottsbluff Municipal Code and authorize the Mayor to sign the proposal, "YEAS," Gonzales, McKerrigan, and Green. "NAYS," Shaver. Absent: Schaub.

Mr. Kuckkahn presented the Agreement with Copier Connection for the Library, stating the contract is the same as last year with no changes; the Library Director has looked over the Agreement and approved it. Council Member McKerrigan made the motion, seconded by Council Member Green to approve the Agreement with Copier Connection for the Library and authorize the Mayor to execute the Agreement. During discussion, Council Member Green asked if there was any way to get all the departments on the same rotation. Mr. Kuckkahn stated we could certainly look at trying to consolidate them. Mayor Gonzales then asked to call the roll. "YEAS," McKerrigan, Gonzales, Green, and Shaver. "NAYS," None. Absent: Schaub.

Ms. Starr Lehl, Economic Development Director approached Council regarding the East Overland Façade Improvement Grant Program. Ms. Lehl stated a grant has been received from the Greater Good Fund through Panhandle Partnership amounting to \$30,000; they also have \$29,740 left over from the previous rounds of the program making a total of \$59,740 available for East Overland grants. She explained the CRA has made a few changes lowering the maximum from \$10,000 to \$6,000 and are allowing projects to be completed through August of 2021. She commented with this program, over a million dollars of private funds has been used to improve East Overland; this also included using local contractors and businesses who did most of the work. She is asking for Council's approval so they can start receiving applications. Council Member Shaver commented he feels the rest of the City has been totally neglected; this is the third go around of this and it is ridiculous. Until we hit some other areas of the City we need to quit throwing money at one area of the City. Council Member Green asked if the same businesses get approved. Ms. Lehl stated out of the 30 applications received; only five were a repeat applicant. After discussion, Council Member McKerrigan made the motion, seconded by Mayor

Gonzales to approve the East Overland Façade Improvement Grant Program, “YEAS,” Gonzales, Green, and McKerrigan. “NAYS,” Shaver. Absent: Schaub.

Regarding the spring cleanup, Mr. Kuckkahn explained it was very successful. There was 17,000 lbs. of trash hauled; however, they did encounter a problem with trash being dumped where there were no dumpsters and lots of commercial dumping. Public Works Director Bohl came forward and added the City was present every day, crushing material into the dumpsters, but because of dumping problems did shift dumpsters around. He commented they will put dumpsters closer to the sanitation department to alleviate the problems that were encountered, when the City does this again, but all in all it was very successful and well received by the residents.

Mr. Kuckkahn approached Council and explained because of excess cash reserves the City is in a situation where they need to spend more than three million dollars from various City funds. He is proposing an amount of \$500,000 to be used for Council projects and asked Council how they would like to go about utilizing this. He gave examples of splash pads, finishing off the plaza, changeable copy signs and dog parks. He then went on to propose another \$250,000 be used by the CRA for City wide façade improvement projects and \$250,000 for workforce training. He went on to add \$2 million will be used for the repair of Avenue B and the final proposal of \$450,000 will be taken from water fund to repaint the inside of the water tanks to keep water quality satisfactory.

Council Member Green asked about stormwater and if some of this money could be used to help with the issues we have with that to get something started. Mr. Kuckkahn stated we do not have a pot of money we can use right now for stormwater exclusively. The money is to be used for specific purposes only and he would like to maintain and improve those assets that we have right now. Council Member Shaver asked, regarding stormwater, if we could get a plan built, so we have a plan on how to do this and spend some of the money towards building that plan. Mr. Kuckkahn, answered, stating they are actually looking into that right now, but it will take some time.

Council Member Green also brought up the idea of bicycle parks; he would like to see a second site for the fire and police departments and a larger City Hall or Council Chambers. He also would like to see a rebranding in conjunction with the hiring of the new City Manager.

Council Member McKerrigan likes the concept of splash pads and a pool. She stated having these amenities gives our kids somewhere to go. She also brought up adding general lighting at the soccer complex.

Council Member Shaver asked to quit raising utility rates every year. He would also like signage to be put on the overpass over Highway 26 or somewhere visible to promote the activities of the area. He would also like to see the website updated.

Mayor Gonzales asked Mr. Kuckkahn to reach out to the various boards to get feedback from them to see if they have projects they would like to see implemented that are important to them.

After discussion, Mr. Kuckkahn thanked Council for their input and added they will get more into this item at the budget work session on July 16th.

Under Council Reports, Council Member’s Shaver and Green were in agreement that a written letter supporting the PAWS project signed by Council would be very beneficial. Mayor Gonzales commented the PADD meeting for July was canceled. There is a WNED meeting on Thursday.

Council Member McKerrigan made the motion, seconded by Council Member Green to adjourn the meeting at 7:44 p.m., “YEAS,” Gonzales, McKerrigan, and Green. “NAYS,” Shaver. Absent: Schaub.

Mayor

Attest:

City Clerk
“SEAL”

City of Scottsbluff, Nebraska

Monday, July 20, 2020

Regular Meeting

Item Consent2

Approve the absence of Council Member Schaub from the July 6, 2020 Regular Meeting.

Staff Contact: City Council

City of Scottsbluff, Nebraska

Monday, July 20, 2020

Regular Meeting

Item Claims1

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

Staff Contact: Liz Hilyard, Finance Director



Expense Approval Report

By Vendor Name

Post Dates 7/7/2020 - 7/20/2020

Description (Payable)	Account Name	Amount
Vendor: 00393 - ACTION COMMUNICATIONS INC.		
Fund: 111 - GENERAL		
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	128.33
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	123.33
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	1,452.00
Fund 111 - GENERAL Total:		1,703.66
Fund: 621 - ENVIRONMENTAL SERVICES		
INTERNET (7/1/20 - 7/31/20)	PHONE & INTERNET	55.00
Fund 621 - ENVIRONMENTAL SERVICES Total:		55.00
Fund: 631 - WASTEWATER		
INTERNET (7/1/20 - 7/31/20)	PHONE & INTERNET	55.00
Fund 631 - WASTEWATER Total:		55.00
Fund: 641 - WATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	191.04
Fund 641 - WATER Total:		191.04
Vendor 00393 - ACTION COMMUNICATIONS INC. Total:		2,004.70
Vendor: 02583 - ADVANCE AUTO PARTS		
Fund: 111 - GENERAL		
DIESEL EXHAUST FLUID	DEPARTMENT SUPPLIES	82.74
Fund 111 - GENERAL Total:		82.74
Fund: 725 - CENTRAL GARAGE		
POLICE #8- OIL FILTER	EQUIPMENT MAINTENANCE	3.14
TRANS #400- OIL AND AIR FILTER	EQUIPMENT MAINTENANCE	13.28
TRANS #402- OIL FILTER	EQUIPMENT MAINTENANCE	3.14
ES TREE DUMP- DEF	OIL & ANTIFREEZE	29.40
CENTRAL GARAGE- UTILITY KNI...	DEPARTMENT SUPPLIES	7.68
CENTRAL GARAGE- UTILITY KNI...	DEPARTMENT SUPPLIES	9.19
WW #986- OIL FILTER	EQUIPMENT MAINTENANCE	3.14
TRANS #442- LUBE, AIR & FUEL ...	EQUIPMENT MAINTENANCE	52.10
POLICE STOCK- ROTORS BRAKES	EQUIPMENT MAINTENANCE	226.56
POLICE STOCK- BRAKE PADS	EQUIPMENT MAINTENANCE	94.23
TRANS #425- SERP BELT	EQUIPMENT MAINTENANCE	25.45
Fund 725 - CENTRAL GARAGE Total:		467.31
Vendor 02583 - ADVANCE AUTO PARTS Total:		550.05
Vendor: 09021 - AIRGAS USA, LLC		
Fund: 621 - ENVIRONMENTAL SERVICES		
WELDING GLOVES	DEPARTMENT SUPPLIES	67.20
Fund 621 - ENVIRONMENTAL SERVICES Total:		67.20
Vendor 09021 - AIRGAS USA, LLC Total:		67.20
Vendor: 05887 - ALLO COMMUNICATIONS,LLC		
Fund: 111 - GENERAL		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	235.58
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	69.83
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	34.31
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	37.31
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	160.00
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	139.67
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	325.04
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	1,184.64
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	35.73
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	420.82

Expense Approval Report

Post Dates: 7/7/2020 - 7/20/2020

Description (Payable)	Account Name	Amount
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	197.80
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	10.70
Fund 111 - GENERAL Total:		2,851.43
Fund: 212 - TRANSPORTATION		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	451.99
Fund 212 - TRANSPORTATION Total:		451.99
Fund: 213 - CEMETERY		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	69.83
Fund 213 - CEMETERY Total:		69.83
Fund: 224 - ECONOMIC DEVELOPMENT		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	68.33
Fund 224 - ECONOMIC DEVELOPMENT Total:		68.33
Fund: 621 - ENVIRONMENTAL SERVICES		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	165.22
Fund 621 - ENVIRONMENTAL SERVICES Total:		165.22
Fund: 631 - WASTEWATER		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	153.85
Fund 631 - WASTEWATER Total:		153.85
Fund: 641 - WATER		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	179.67
Fund 641 - WATER Total:		179.67
Fund: 661 - STORMWATER		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	34.32
Fund 661 - STORMWATER Total:		34.32
Fund: 721 - GIS SERVICES		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	34.31
Fund 721 - GIS SERVICES Total:		34.31
Fund: 725 - CENTRAL GARAGE		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	35.00
Fund 725 - CENTRAL GARAGE Total:		35.00
Vendor 05887 - ALLO COMMUNICATIONS,LLC Total:		4,043.95
Vendor: 06781 - ASSURITY LIFE INSURANCE CO		
Fund: 713 - CASH & INVESTMENT POOL		
LIFE INS	LIFE INS EE PAYABLE	32.95
Fund 713 - CASH & INVESTMENT POOL Total:		32.95
Vendor 06781 - ASSURITY LIFE INSURANCE CO Total:		32.95
Vendor: 00271 - B&C STEEL CORPORATION		
Fund: 621 - ENVIRONMENTAL SERVICES		
BOTTOMS FOR DUMPSTERS	DEPARTMENT SUPPLIES	1,435.00
Fund 621 - ENVIRONMENTAL SERVICES Total:		1,435.00
Vendor 00271 - B&C STEEL CORPORATION Total:		1,435.00
Vendor: 10156 - BELEW BRITTNEY		
Fund: 111 - GENERAL		
WITNESS FEES-PD	LEGAL FEES	23.45
Fund 111 - GENERAL Total:		23.45
Vendor 10156 - BELEW BRITTNEY Total:		23.45
Vendor: 10157 - BELTRAN ALEXANDRIA		
Fund: 111 - GENERAL		
WITNESS FEES-PD	LEGAL FEES	39.55
Fund 111 - GENERAL Total:		39.55
Vendor 10157 - BELTRAN ALEXANDRIA Total:		39.55
Vendor: 09772 - BERNHARDT JUSTIN		
Fund: 111 - GENERAL		
TOW SERVICE-PD	CONTRACTUAL SERVICES	110.00

Expense Approval Report

Post Dates: 7/7/2020 - 7/20/2020

Description (Payable)	Account Name	Amount
TOW SERVICE-PD	CONTRACTUAL SERVICES	90.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	210.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	90.00
Fund 111 - GENERAL Total:		500.00
Fund: 621 - ENVIRONMENTAL SERVICES		
TOW UNIT #899 TO CENTRAL G...	CONTRACTUAL SERVICES	95.00
Fund 621 - ENVIRONMENTAL SERVICES Total:		95.00
Vendor 09772 - BERNHARDT JUSTIN Total:		595.00
Vendor: 08686 - BLUE CLYDE		
Fund: 223 - KENO		
TREE REBATE	CONTRACTUAL SERVICES	129.98
Fund 223 - KENO Total:		129.98
Vendor 08686 - BLUE CLYDE Total:		129.98
Vendor: 10154 - BLUE CROSS BLUE SHIELD OF NEBRASKA		
Fund: 111 - GENERAL		
Cont. srvc.	CONTRACTUAL SERVICES	75.00
Fund 111 - GENERAL Total:		75.00
Vendor 10154 - BLUE CROSS BLUE SHIELD OF NEBRASKA Total:		75.00
Vendor: 00405 - BLUFFS FACILITY SOLUTIONS		
Fund: 111 - GENERAL		
JANIT SUPPL-PD	JANITORIAL SUPPLIES	38.09
JANIT SUPPL-PD	JANITORIAL SUPPLIES	38.09
DEPT/JANIT SUPPL	DEPARTMENT SUPPLIES	31.61
DEPT/JANIT SUPPL	DEPARTMENT SUPPLIES	31.61
DEPT/JANIT SUPPL	JANITORIAL SUPPLIES	24.08
DEPT/JANIT SUPPL	JANITORIAL SUPPLIES	24.08
DEPT/JANIT SUPPL	DEPARTMENT SUPPLIES	40.55
DEPT/JANIT SUPPL	DEPARTMENT SUPPLIES	40.54
DEPT/JANIT SUPPL	JANITORIAL SUPPLIES	18.45
DEPT/JANIT SUPPL	JANITORIAL SUPPLIES	18.46
JANIT SUPPL	JANITORIAL SUPPLIES	25.49
JANIT SUPPL	JANITORIAL SUPPLIES	25.50
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	35.29
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	35.30
JANITORIAL SUPP PARK	JANITORIAL SUPPLIES	30.00
DEPT SUPP ADM	DEPARTMENT SUPPLIES	142.94
DEPT SUPP ADM	DEPARTMENT SUPPLIES	82.99
DEPT SUPP PARK	DEPARTMENT SUPPLIES	36.00
Fund 111 - GENERAL Total:		719.07
Fund: 212 - TRANSPORTATION		
VIRUS SUPP - HAND SANITIZER	DEPARTMENT SUPPLIES	90.68
SUPP - HAND TOWELS	DEPARTMENT SUPPLIES	83.60
SUPP - HAND TOWELS	DEPARTMENT SUPPLIES	83.60
Fund 212 - TRANSPORTATION Total:		257.88
Fund: 621 - ENVIRONMENTAL SERVICES		
BREAK ROOM SUPPLIES TREE D...	DEPARTMENT SUPPLIES	47.97
BREAKROOM SUPPLIES COMPO...	DEPARTMENT SUPPLIES	30.98
BREAKROOM SUPPLIES	DEPARTMENT SUPPLIES	69.99
Fund 621 - ENVIRONMENTAL SERVICES Total:		148.94
Vendor 00405 - BLUFFS FACILITY SOLUTIONS Total:		1,125.89
Vendor: 00735 - CAPITAL BUSINESS SYSTEMS INC.		
Fund: 111 - GENERAL		
Cont. srvc.	CONTRACTUAL SERVICES	330.01
EQUIP MAIN ADM	EQUIPMENT MAINTENANCE	102.84
Fund 111 - GENERAL Total:		432.85
Vendor 00735 - CAPITAL BUSINESS SYSTEMS INC. Total:		432.85

Expense Approval Report

Post Dates: 7/7/2020 - 7/20/2020

Description (Payable)	Account Name	Amount
Vendor: 00055 - CARR- TRUMBULL LUMBER CO, INC.		
Fund: 212 - TRANSPORTATION		
SUPP - HEM FIR	DEPARTMENT SUPPLIES	22.44
Fund 212 - TRANSPORTATION Total:		22.44
Vendor 00055 - CARR- TRUMBULL LUMBER CO, INC. Total:		22.44
Vendor: 07911 - CELLCO PARTNERSHIP		
Fund: 212 - TRANSPORTATION		
CELL PHONE, IPAD, GRID SMART.. PHONE & INTERNET		96.64
Fund 212 - TRANSPORTATION Total:		96.64
Fund: 631 - WASTEWATER		
CELL PHONE USE / CONTRACTU... CONTRACTUAL SERVICES		100.02
CELL PHONE USE / CONTRACTU... CELLULAR PHONE		43.28
Fund 631 - WASTEWATER Total:		143.30
Fund: 641 - WATER		
CELL PHONE USE / CONTRACTU... CONTRACTUAL SERVICES		60.02
CELL PHONE USE / CONTRACTU... CELLULAR PHONE		43.28
Fund 641 - WATER Total:		103.30
Vendor 07911 - CELLCO PARTNERSHIP Total:		343.24
Vendor: 00484 - CITY OF GERING		
Fund: 621 - ENVIRONMENTAL SERVICES		
ROLL OFF & SINGLE STREAM DI... DISPOSAL FEES		371.23
TRASH DISPOSAL JUNE 2020 DISPOSAL FEES		47,591.37
Fund 621 - ENVIRONMENTAL SERVICES Total:		47,962.60
Vendor 00484 - CITY OF GERING Total:		47,962.60
Vendor: 00367 - CITY OF SCB		
Fund: 111 - GENERAL		
PETTY CASH	DEPARTMENT SUPPLIES	10.86
PETTY CASH	DEPARTMENT SUPPLIES	10.00
PETTY CASH	VEHICLE MAINTENANCE	10.00
Fund 111 - GENERAL Total:		30.86
Vendor 00367 - CITY OF SCB Total:		30.86
Vendor: 00706 - COMPUTER CONNECTION INC		
Fund: 111 - GENERAL		
Cont. srvcs.	CONTRACTUAL SERVICES	240.00
CONTRACTUAL-PD	CONTRACTUAL SERVICES	44.00
Fund 111 - GENERAL Total:		284.00
Vendor 00706 - COMPUTER CONNECTION INC Total:		284.00
Vendor: 09824 - CORE & MAIN LP		
Fund: 641 - WATER		
METERS	METERS	4,786.71
Fund 641 - WATER Total:		4,786.71
Vendor 09824 - CORE & MAIN LP Total:		4,786.71
Vendor: 05709 - CREDIT BUREAU OF COUNCIL BLUFFS		
Fund: 111 - GENERAL		
FEE - JUNE 2020	CONSULTING SERVICES	50.00
Fund 111 - GENERAL Total:		50.00
Vendor 05709 - CREDIT BUREAU OF COUNCIL BLUFFS Total:		50.00
Vendor: 07689 - CYNTHIA GREEN		
Fund: 111 - GENERAL		
Dep. sup.	DEPARTMENT SUPPLIES	76.00
DEPT SUPP HR	DEPARTMENT SUPPLIES	69.98
DEPT SUPP HR	DEPARTMENT SUPPLIES	44.99
DEPT SUPP ADM	DEPARTMENT SUPPLIES	68.16

Expense Approval Report

Post Dates: 7/7/2020 - 7/20/2020

Description (Payable)	Account Name	Amount
DEPT SUIPP CC	DEPARTMENT SUPPLIES	295.96
Fund 111 - GENERAL Total:		555.09
Vendor 07689 - CYNTHIA GREEN Total:		555.09
Vendor: 03321 - DALE'S TIRE & RETREADING, INC.		
Fund: 111 - GENERAL		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	15.00
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	15.00
Fund 111 - GENERAL Total:		30.00
Fund: 621 - ENVIRONMENTAL SERVICES		
STOCK TIRE REPAIRS	VEHICLE MAINTENANCE	1,786.68
Fund 621 - ENVIRONMENTAL SERVICES Total:		1,786.68
Vendor 03321 - DALE'S TIRE & RETREADING, INC. Total:		1,816.68
Vendor: 05335 - DAVID M GLENN JR.		
Fund: 111 - GENERAL		
TUITION REIMBURSEMENT 201...	TUITION SUPPORT	600.00
Fund 111 - GENERAL Total:		600.00
Vendor 05335 - DAVID M GLENN JR. Total:		600.00
Vendor: 07421 - DUANE E. WOHLERS		
Fund: 621 - ENVIRONMENTAL SERVICES		
HAULING RECYCLING TO DENV...	DISPOSAL FEES	800.00
Fund 621 - ENVIRONMENTAL SERVICES Total:		800.00
Vendor 07421 - DUANE E. WOHLERS Total:		800.00
Vendor: 01003 - ELLIOTT EQUIPMENT COMPANY INC.		
Fund: 725 - CENTRAL GARAGE		
ES #813- HYD FILTER	EQUIPMENT MAINTENANCE	381.17
ES #825 & STOCK- TAILGATE SE...	EQUIPMENT MAINTENANCE	547.08
Fund 725 - CENTRAL GARAGE Total:		928.25
Vendor 01003 - ELLIOTT EQUIPMENT COMPANY INC. Total:		928.25
Vendor: 06947 - ENFORCEMENT VIDEO, LLC		
Fund: 111 - GENERAL		
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	145.00
Fund 111 - GENERAL Total:		145.00
Vendor 06947 - ENFORCEMENT VIDEO, LLC Total:		145.00
Vendor: 07574 - FAT BOYS TIRE AND AUTO		
Fund: 111 - GENERAL		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	87.13
Fund 111 - GENERAL Total:		87.13
Vendor 07574 - FAT BOYS TIRE AND AUTO Total:		87.13
Vendor: 00548 - FEDERAL EXPRESS CORPORATION		
Fund: 641 - WATER		
POSTAGE	POSTAGE	220.43
Fund 641 - WATER Total:		220.43
Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:		220.43
Vendor: 00794 - FLOYD'S TRUCK CENTER SCOTTSBLUFF		
Fund: 621 - ENVIRONMENTAL SERVICES		
REPAIRS TO UNIT #825	VEHICLE MAINTENANCE	221.15
Fund 621 - ENVIRONMENTAL SERVICES Total:		221.15
Fund: 725 - CENTRAL GARAGE		
TRANS #4042- FILTERS	EQUIPMENT MAINTENANCE	106.07
TRANS #4045- SENSOR	EQUIPMENT MAINTENANCE	94.25
TRANS #443- PLUG, SEAL RING, ...	EQUIPMENT MAINTENANCE	43.66
Fund 725 - CENTRAL GARAGE Total:		243.98
Vendor 00794 - FLOYD'S TRUCK CENTER SCOTTSBLUFF Total:		465.13

Expense Approval Report

Post Dates: 7/7/2020 - 7/20/2020

Description (Payable)	Account Name	Amount
Vendor: 00060 - FRANCISCO'S BUMPER TO BUMPER INC		
Fund: 111 - GENERAL		
TOW SERVICE-PD	CONTRACTUAL SERVICES	220.00
Fund 111 - GENERAL Total:		220.00
Vendor 00060 - FRANCISCO'S BUMPER TO BUMPER INC Total:		220.00
Vendor: 05600 - GALLS INC		
Fund: 111 - GENERAL		
UNIFORMS-PD	UNIFORMS & CLOTHING	125.97
UNIFORMS-PD	UNIFORMS & CLOTHING	240.95
UNIFORMS-PD	UNIFORMS & CLOTHING	55.94
Fund 111 - GENERAL Total:		422.86
Vendor 05600 - GALLS INC Total:		422.86
Vendor: 09610 - GRAY TELEVISION GROUP INC		
Fund: 661 - STORMWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	1,395.00
CONTRACTUAL SVC	CONTRACTUAL SERVICES	200.00
Fund 661 - STORMWATER Total:		1,595.00
Vendor 09610 - GRAY TELEVISION GROUP INC Total:		1,595.00
Vendor: 04371 - HAWKINS, INC.		
Fund: 641 - WATER		
CHEMICALS	CHEMICALS	6,705.75
Fund 641 - WATER Total:		6,705.75
Vendor 04371 - HAWKINS, INC. Total:		6,705.75
Vendor: 10153 - HD POWER SOLUTIONS INC		
Fund: 725 - CENTRAL GARAGE		
POLICE #16- ALTERNATOR	EQUIPMENT MAINTENANCE	748.62
Fund 725 - CENTRAL GARAGE Total:		748.62
Vendor 10153 - HD POWER SOLUTIONS INC Total:		748.62
Vendor: 04299 - HD SUPPLY FACILITIES MAINTENANCE LTD		
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	2,432.60
Fund 631 - WASTEWATER Total:		2,432.60
Vendor 04299 - HD SUPPLY FACILITIES MAINTENANCE LTD Total:		2,432.60
Vendor: 05667 - HOA SOLUTIONS, INC		
Fund: 631 - WASTEWATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	696.07
Fund 631 - WASTEWATER Total:		696.07
Vendor 05667 - HOA SOLUTIONS, INC Total:		696.07
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		
CENTRAL GARAGE/PARKS STOC...	OIL & ANTIFREEZE	2,328.73
CENTRAL GARAGE- HY-TORQUE	OIL & ANTIFREEZE	2,081.38
Fund 725 - CENTRAL GARAGE Total:		4,410.11
Vendor 06423 - HYDROTEX PARTNERS, LTD Total:		4,410.11
Vendor: 00525 - IDEAL LAUNDRY AND CLEANERS, INC.		
Fund: 111 - GENERAL		
DEPT SUPP ADM	DEPARTMENT SUPPLIES	54.90
UNIFORMS-PD	UNIFORMS & CLOTHING	114.24
UNIFORMS-PD	UNIFORMS & CLOTHING	114.24

Expense Approval Report

Post Dates: 7/7/2020 - 7/20/2020

Description (Payable)	Account Name	Amount
UNIFORMS-PD	UNIFORMS & CLOTHING	109.48
UNIFORMS-PD	UNIFORMS & CLOTHING	109.48
DEPT SUPP ADM	DEPARTMENT SUPPLIES	54.90
Fund 111 - GENERAL Total:		557.24
Fund: 212 - TRANSPORTATION		
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES	33.56
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES	33.56
Fund 212 - TRANSPORTATION Total:		67.12
Fund: 621 - ENVIRONMENTAL SERVICES		
RUGS, SHOP TOWELS, MOPS	DEPARTMENT SUPPLIES	103.95
Fund 621 - ENVIRONMENTAL SERVICES Total:		103.95
Fund: 631 - WASTEWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	29.33
Fund 631 - WASTEWATER Total:		29.33
Fund: 641 - WATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	29.34
Fund 641 - WATER Total:		29.34
Fund: 725 - CENTRAL GARAGE		
CENTRAL GARAGE- SHOP TOWELS	DEPARTMENT SUPPLIES	34.79
CENTRAL GARAGE- SHOP TOWELS	DEPARTMENT SUPPLIES	24.51
CENTRAL GARAGE- RUGS & SHOPS	DEPARTMENT SUPPLIES	34.79
CENTRAL GARAGE- RUGS & SHOPS	DEPARTMENT SUPPLIES	34.79
Fund 725 - CENTRAL GARAGE Total:		128.88
Vendor 00525 - IDEAL LAUNDRY AND CLEANERS, INC. Total:		915.86
Vendor: 02578 - INFINITY CONSTRUCTION, INC.		
Fund: 212 - TRANSPORTATION		
INTERSECTION WORK AT W. OVERTON	STREET MAINTENANCE	11,346.00
Fund 212 - TRANSPORTATION Total:		11,346.00
Fund: 631 - WASTEWATER		
PAY APP 2 FOR PATHWAY RELOCATION	STRUCTURES	157,677.94
Fund 631 - WASTEWATER Total:		157,677.94
Fund: 641 - WATER		
PAY APP 2 FOR PATHWAY RELOCATION	STRUCTURES	43,573.49
Fund 641 - WATER Total:		43,573.49
Vendor 02578 - INFINITY CONSTRUCTION, INC. Total:		212,597.43
Vendor: 09291 - INGRAM LIBRARY SERVICES INC		
Fund: 111 - GENERAL		
Bks.	BOOKS	137.87
Bks.	BOOKS	31.91
Fund 111 - GENERAL Total:		169.78
Vendor 09291 - INGRAM LIBRARY SERVICES INC Total:		169.78
Vendor: 08154 - INTERNAL REVENUE SERVICE		
Fund: 713 - CASH & INVESTMENT POOL		
WITHHOLDINGS	MEDICARE W/H EE PAYABLE	4,132.27
WITHHOLDINGS	MEDICARE W/H EE PAYABLE	4,132.27
WITHHOLDINGS	FICA W/H EE PAYABLE	15,246.07
WITHHOLDINGS	FICA W/H EE PAYABLE	15,246.07
WITHHOLDINGS	FED W/H EE PAYABLE	26,510.78
Fund 713 - CASH & INVESTMENT POOL Total:		65,267.46
Vendor 08154 - INTERNAL REVENUE SERVICE Total:		65,267.46
Vendor: 08525 - INTRALINKS, INC		
Fund: 111 - GENERAL		
DATTO ALTO - LIBRARY JUNE 2020	CONTRACTUAL SERVICES	218.00
DEPT SUPL. FOR ONLINE UB	CONTRACTUAL SERVICES	249.00
APC-BACK-UPS - LIBRARY	DEPARTMENT SUPPLIES	69.09

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Description (Payable)	Account Name	Amount
CONTRACT SERVICES - EMERG....	CONTRACTUAL SERVICES	42.50
CONTRACT SERVICES - JUNE 20...	CONTRACTUAL SERVICES	2,273.75
CONTRACT SERVICES - LIBRARY ...	CONTRACTUAL SERVICES	318.75
Fund 111 - GENERAL Total:		3,171.09
Fund: 212 - TRANSPORTATION		
CONTRACT SERVICES - JUNE 20...	CONTRACTUAL SERVICES	21.25
Fund 212 - TRANSPORTATION Total:		21.25
Fund: 224 - ECONOMIC DEVELOPMENT		
CONTRACT SERVICES - JUNE 20...	CONTRACTUAL SERVICES	127.50
Fund 224 - ECONOMIC DEVELOPMENT Total:		127.50
Fund: 641 - WATER		
CONTRACT SERVICES - JUNE 20...	CONTRACTUAL SERVICES	63.75
Fund 641 - WATER Total:		63.75
Fund: 661 - STORMWATER		
CONTRACT SERVICES - JUNE 20...	CONTRACTUAL SERVICES	21.25
Fund 661 - STORMWATER Total:		21.25
Fund: 721 - GIS SERVICES		
CONTRACT SERVICES - JUNE 20...	CONTRACTUAL SERVICES	42.50
Fund 721 - GIS SERVICES Total:		42.50
Vendor 08525 - INTRALINKS, INC Total:		3,447.34
Vendor: 05696 - INVENTIVE WIRELESS OF NE, LLC		
Fund: 111 - GENERAL		
INTERNET	PHONE & INTERNET	17.95
INTERNET	PHONE & INTERNET	17.95
Fund 111 - GENERAL Total:		35.90
Vendor 05696 - INVENTIVE WIRELESS OF NE, LLC Total:		35.90
Vendor: 10003 - KANZLER MIKE		
Fund: 621 - ENVIRONMENTAL SERVICES		
WORK BOOTS	UNIFORMS & CLOTHING	150.00
Fund 621 - ENVIRONMENTAL SERVICES Total:		150.00
Vendor 10003 - KANZLER MIKE Total:		150.00
Vendor: 09747 - KNOW HOW LLC		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	14.50
Fund 111 - GENERAL Total:		14.50
Fund: 725 - CENTRAL GARAGE		
CENTRAL GARAGE- RELAY SWIT...	DEPARTMENT SUPPLIES	6.04
TRANS STOCK- AIR FILTERS	EQUIPMENT MAINTENANCE	75.84
PARKS #318- FUEL PUMP	EQUIPMENT MAINTENANCE	223.65
PARKS #318- FUEL FILTER	EQUIPMENT MAINTENANCE	6.62
PARKS #398- HYD HOSE & FITTI...	EQUIPMENT MAINTENANCE	96.48
PARKS #398- POLY SLEEVE	EQUIPMENT MAINTENANCE	49.70
TRANS #4045- BATTERY	EQUIPMENT MAINTENANCE	199.90
PARKS #399- HYD HOSE AND P...	EQUIPMENT MAINTENANCE	113.35
ES #899- FUEL MODULE	EQUIPMENT MAINTENANCE	148.20
FORD CONNECTOR	EQUIPMENT MAINTENANCE	18.09
ES #899- CONNECTOR	EQUIPMENT MAINTENANCE	24.83
TRANS #425- PLUG WIRE	EQUIPMENT MAINTENANCE	49.37
POLICE #1- BATTERY	EQUIPMENT MAINTENANCE	99.95
TRANS #425- OXYGEN SENSOR	EQUIPMENT MAINTENANCE	169.66
TRANS #443- OIL AND FUEL FIL...	EQUIPMENT MAINTENANCE	42.19
WW #987- AIR, OIL, FUEL FILTE...	EQUIPMENT MAINTENANCE	206.11
RETURNED WRONG PART	EQUIPMENT MAINTENANCE	-18.09
Fund 725 - CENTRAL GARAGE Total:		1,511.89
Vendor 09747 - KNOW HOW LLC Total:		1,526.39

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Description (Payable)	Account Name	Amount
Vendor: 10138 - LAMP RYNEARSON, INC.		
Fund: 212 - TRANSPORTATION		
SB SCHOOL ZONE ASSESSMENT	CONTRACTUAL SERVICES	8,174.50
SB SCHOOL ZONE ASSESSMENT	CONTRACTUAL SERVICES	9,428.00
Fund 212 - TRANSPORTATION Total:		17,602.50
Vendor 10138 - LAMP RYNEARSON, INC. Total:		17,602.50
Vendor: 03941 - LAWSON PRODUCTS, INC		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	152.80
Fund 111 - GENERAL Total:		152.80
Vendor 03941 - LAWSON PRODUCTS, INC Total:		152.80
Vendor: 10134 - LEE BHM CORP		
Fund: 111 - GENERAL		
ADVERTISING	LEGAL PUBLICATIONS	221.74
ADVERTISING	LEGAL PUBLICATIONS	10.36
ADVERTISING	LEGAL PUBLICATIONS	12.95
ADVERTISING	RECRUITMENT	483.40
Fund 111 - GENERAL Total:		728.45
Fund: 212 - TRANSPORTATION		
ADVERTISING	LEGAL PUBLICATIONS	702.70
Fund 212 - TRANSPORTATION Total:		702.70
Fund: 224 - ECONOMIC DEVELOPMENT		
ADVERTISING	PUBLICATIONS	12.95
Fund 224 - ECONOMIC DEVELOPMENT Total:		12.95
Fund: 621 - ENVIRONMENTAL SERVICES		
ADVERTISING	LEGAL PUBLICATIONS	3,964.75
Fund 621 - ENVIRONMENTAL SERVICES Total:		3,964.75
Fund: 641 - WATER		
ADVERTISING	LEGAL PUBLICATIONS	9.33
Fund 641 - WATER Total:		9.33
Vendor 10134 - LEE BHM CORP Total:		5,418.18
Vendor: 09590 - LEXISNEXIS RISK DATA MANAGEMENT		
Fund: 111 - GENERAL		
CONSULTING-PD	CONSULTING SERVICES	100.00
Fund 111 - GENERAL Total:		100.00
Vendor 09590 - LEXISNEXIS RISK DATA MANAGEMENT Total:		100.00
Vendor: 00242 - M.C. SCHAFF & ASSOCIATES, INC		
Fund: 111 - GENERAL		
PROF.SERVICES - JUNE 2020	PATHWAY	760.00
Fund 111 - GENERAL Total:		760.00
Fund: 621 - ENVIRONMENTAL SERVICES		
PROF.SERVICES - JUNE 2020	CONTRACTUAL SERVICES	380.00
Fund 621 - ENVIRONMENTAL SERVICES Total:		380.00
Vendor 00242 - M.C. SCHAFF & ASSOCIATES, INC Total:		1,140.00
Vendor: 08190 - MADISON NATIONAL LIFE		
Fund: 111 - GENERAL		
INSURANCE	DISABILITY INSURANCE	444.95
Fund 111 - GENERAL Total:		444.95
Fund: 713 - CASH & INVESTMENT POOL		
INSURANCE	LIFE INS EE PAYABLE	550.94
INSURANCE	DIS INC INS EE PAYABLE	758.03
INSURANCE	LIFE INS ER PAYABLE	719.42
Fund 713 - CASH & INVESTMENT POOL Total:		2,028.39
Vendor 08190 - MADISON NATIONAL LIFE Total:		2,473.34

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Description (Payable)	Account Name	Amount
Vendor: 07628 - MENARDS, INC		
Fund: 111 - GENERAL		
10 AMP FUSES FOR FURNANCE ...	DEPARTMENT SUPPLIES	11.96
DEPT SUPP PARK	DEPARTMENT SUPPLIES	8.99
DEPT SUPP ADM	DEPARTMENT SUPPLIES	418.98
Fund 111 - GENERAL Total:		439.93
Fund: 212 - TRANSPORTATION		
SUPP - CHALK	DEPARTMENT SUPPLIES	9.49
Fund 212 - TRANSPORTATION Total:		9.49
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	79.08
DEPT SUPP CEM	DEPARTMENT SUPPLIES	13.08
Fund 213 - CEMETERY Total:		92.16
Fund: 631 - WASTEWATER		
DEPT SUP WW	DEPARTMENT SUPPLIES	75.88
DEPT SUP WW	DEPARTMENT SUPPLIES	15.99
DEPT SUP WW	DEPARTMENT SUPPLIES	1.89
DEPT SUP WW	DEPARTMENT SUPPLIES	70.01
Fund 631 - WASTEWATER Total:		163.77
Vendor 07628 - MENARDS, INC Total:		705.35
Vendor: 10057 - MICHAEL BEEBE		
Fund: 631 - WASTEWATER		
EQUIPMENT	EQUIPMENT	3,761.50
Fund 631 - WASTEWATER Total:		3,761.50
Fund: 641 - WATER		
EQUIPMENT	EQUIPMENT	3,761.50
Fund 641 - WATER Total:		3,761.50
Vendor 10057 - MICHAEL BEEBE Total:		7,523.00
Vendor: 07938 - MIDWEST CONNECT, LLC		
Fund: 621 - ENVIRONMENTAL SERVICES		
UTILITY BILL PROCESSING	CONTRACTUAL SERVICES	665.79
Fund 621 - ENVIRONMENTAL SERVICES Total:		665.79
Fund: 631 - WASTEWATER		
UTILITY BILL PROCESSING	CONTRACTUAL SERVICES	665.79
Fund 631 - WASTEWATER Total:		665.79
Fund: 641 - WATER		
UTILITY BILL PROCESSING	CONTRACTUAL SERVICES	665.79
Fund 641 - WATER Total:		665.79
Vendor 07938 - MIDWEST CONNECT, LLC Total:		1,997.37
Vendor: 09355 - MIDWEST MACHINERY & SUPPLY CO		
Fund: 212 - TRANSPORTATION		
GUARD RAIL PARTS - POSTS, BL...	DEPARTMENT SUPPLIES	859.90
Fund 212 - TRANSPORTATION Total:		859.90
Vendor 09355 - MIDWEST MACHINERY & SUPPLY CO Total:		859.90
Vendor: 02569 - MUNIMETRIX SYSTEMS CORP		
Fund: 111 - GENERAL		
IMAGESILO - JUNE 2020	CONTRACTUAL SERVICES	39.99
Fund 111 - GENERAL Total:		39.99
Vendor 02569 - MUNIMETRIX SYSTEMS CORP Total:		39.99
Vendor: 04082 - NE CHILD SUPPORT PAYMENT CENTER		
Fund: 713 - CASH & INVESTMENT POOL		
NE CHILD SUPPORT PYBLE	CHILD SUPPORT EE PAY	916.60
Fund 713 - CASH & INVESTMENT POOL Total:		916.60
Vendor 04082 - NE CHILD SUPPORT PAYMENT CENTER Total:		916.60

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Description (Payable)	Account Name	Amount
Vendor: 00797 - NE DEPT OF REVENUE		
Fund: 713 - CASH & INVESTMENT POOL		
WITHHOLDINGS	STATE W/H EE PAYABLE	21,183.92
Fund 713 - CASH & INVESTMENT POOL Total:		21,183.92
Vendor 00797 - NE DEPT OF REVENUE Total:		21,183.92
Vendor: 00068 - NE DEPT OF TRANSPORTATION		
Fund: 111 - GENERAL		
MONUMENT VALLEY PATHWAY	PATHWAY	346,513.50
Fund 111 - GENERAL Total:		346,513.50
Vendor 00068 - NE DEPT OF TRANSPORTATION Total:		346,513.50
Vendor: 01156 - NE LIBRARY COMMISSION		
Fund: 111 - GENERAL		
Sbscrp.	SUBSCRIPTIONS	2,211.17
Fund 111 - GENERAL Total:		2,211.17
Vendor 01156 - NE LIBRARY COMMISSION Total:		2,211.17
Vendor: 01285 - NEBRASKA CLERK INSTITUTE		
Fund: 111 - GENERAL		
VIRTUAL WORKSHIP - K.WRIGHT	SCHOOL & CONFERENCE	50.00
Fund 111 - GENERAL Total:		50.00
Vendor 01285 - NEBRASKA CLERK INSTITUTE Total:		50.00
Vendor: 04460 - NEBRASKA INTERACTIVE, LLC		
Fund: 111 - GENERAL		
DRIVERS LICENSE REQ. - JUNE 2...	CONSULTING SERVICES	21.00
Fund 111 - GENERAL Total:		21.00
Vendor 04460 - NEBRASKA INTERACTIVE, LLC Total:		21.00
Vendor: 00402 - NEBRASKA MACHINERY CO		
Fund: 621 - ENVIRONMENTAL SERVICES		
A/C REPAIRS ON UNIT 829	EQUIPMENT MAINTENANCE	851.09
Fund 621 - ENVIRONMENTAL SERVICES Total:		851.09
Vendor 00402 - NEBRASKA MACHINERY CO Total:		851.09
Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT		
Fund: 111 - GENERAL		
Electric	ELECTRICITY	517.93
Electric	ELECTRICITY	39.63
Electric	ELECTRICITY	687.25
Electric	ELECTRICITY	87.42
Electric	ELECTRICITY	687.25
Electric	ELECTRICITY	242.95
Electric	ELECTRICITY	1,335.55
Electric	ELECTRICITY	2,762.87
Electric	ELECTRICITY	839.31
Electric	ELECTRICITY	30.97
Electric	STREET LIGHTS	100.40
Fund 111 - GENERAL Total:		7,331.53
Fund: 212 - TRANSPORTATION		
Electric	ELECTRICITY	446.17
Electric	ELECTRIC POWER	1,604.36
Electric	STREET LIGHTS	28,066.15
Fund 212 - TRANSPORTATION Total:		30,116.68
Fund: 213 - CEMETERY		
Electric	ELECTRICITY	774.08
Fund 213 - CEMETERY Total:		774.08
Fund: 216 - BUSINESS IMPROVEMENT		
Electric	STREET LIGHTS	85.42
Fund 216 - BUSINESS IMPROVEMENT Total:		85.42

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Description (Payable)	Account Name	Amount
Fund: 621 - ENVIRONMENTAL SERVICES		
Electric	ELECTRICITY	587.53
Fund 621 - ENVIRONMENTAL SERVICES Total:		587.53
Fund: 631 - WASTEWATER		
Electric	ELECTRICITY	726.02
Electric	ELECTRIC POWER	53.00
Fund 631 - WASTEWATER Total:		779.02
Fund: 641 - WATER		
Electric	ELECTRICITY	59.44
Electric	ELECTRIC POWER	379.74
Fund 641 - WATER Total:		439.18
Fund: 725 - CENTRAL GARAGE		
Electric	ELECTRICITY	138.07
Fund 725 - CENTRAL GARAGE Total:		138.07
Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:		40,251.51
Vendor: 00632 - NEBRASKA RURAL RADIO ASSOCIATION		
Fund: 661 - STORMWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	100.00
CONTRACTUAL SVC	CONTRACTUAL SERVICES	240.00
Fund 661 - STORMWATER Total:		340.00
Vendor 00632 - NEBRASKA RURAL RADIO ASSOCIATION Total:		340.00
Vendor: 10158 - NEGRET BRIANNA		
Fund: 111 - GENERAL		
WITNESS FEES-PD	LEGAL FEES	20.00
Fund 111 - GENERAL Total:		20.00
Vendor 10158 - NEGRET BRIANNA Total:		20.00
Vendor: 09409 - NETWORKFLEET, INC		
Fund: 212 - TRANSPORTATION		
GPS CHARGES	DEPARTMENT SUPPLIES	112.14
Fund 212 - TRANSPORTATION Total:		112.14
Fund: 621 - ENVIRONMENTAL SERVICES		
FLEET GPS SERVICES	CONTRACTUAL SERVICES	112.14
Fund 621 - ENVIRONMENTAL SERVICES Total:		112.14
Fund: 631 - WASTEWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	48.57
Fund 631 - WASTEWATER Total:		48.57
Fund: 641 - WATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	32.38
Fund 641 - WATER Total:		32.38
Vendor 09409 - NETWORKFLEET, INC Total:		305.23
Vendor: 01757 - OCLC ONLINE COMPUTER LIBRARY CENTER, INC		
Fund: 111 - GENERAL		
Cont. srvc.	CONTRACTUAL SERVICES	693.49
Fund 111 - GENERAL Total:		693.49
Vendor 01757 - OCLC ONLINE COMPUTER LIBRARY CENTER, INC Total:		693.49
Vendor: 08840 - ONE CALL CONCEPTS, INC		
Fund: 212 - TRANSPORTATION		
CONTRACTUAL	CONTRACTUAL SERVICES	84.86
Fund 212 - TRANSPORTATION Total:		84.86
Fund: 641 - WATER		
CONTRACTUAL	CONTRACTUAL SERVICES	84.86
CONTRACTUAL	CONTRACTUAL SERVICES	84.86
Fund 641 - WATER Total:		169.72
Vendor 08840 - ONE CALL CONCEPTS, INC Total:		254.58

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Description (Payable)	Account Name	Amount
Vendor: 00550 - PANHANDLE COOPERATIVE ASSOCIATION		
Fund: 111 - GENERAL		
FUEL	GASOLINE	25.79
FUEL	GASOLINE	1,697.53
FUEL	OTHER FUEL	1,624.42
GASOLINE-PD	GASOLINE	2,683.32
GASOLINE-PD	GASOLINE	166.00
JUNE GASOLINE	GASOLINE	126.64
FUEL CREDIT	GASOLINE	-2.58
FUEL CREDIT	GASOLINE	-61.93
FUEL CREDIT	GASOLINE	-11.06
Fund 111 - GENERAL Total:		6,248.13
Fund: 212 - TRANSPORTATION		
UNLEADED GASOLINE	GASOLINE	953.64
UNLEADED GASOLINE	OTHER FUEL	1,416.12
Fund 212 - TRANSPORTATION Total:		2,369.76
Fund: 213 - CEMETERY		
FUEL	OTHER FUEL	504.90
Fund 213 - CEMETERY Total:		504.90
Fund: 621 - ENVIRONMENTAL SERVICES		
FLEET FUEL	GASOLINE	344.56
FLEET FUEL	OTHER FUEL	5,147.28
Fund 621 - ENVIRONMENTAL SERVICES Total:		5,491.84
Fund: 631 - WASTEWATER		
FUEL	GASOLINE	781.96
FUEL	OTHER FUEL	851.49
Fund 631 - WASTEWATER Total:		1,633.45
Fund: 641 - WATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	5,316.20
FUEL	GASOLINE	805.79
FUEL	OTHER FUEL	79.32
Fund 641 - WATER Total:		6,201.31
Fund: 725 - CENTRAL GARAGE		
CENTRAL GARAGE- GASOLINE	GASOLINE	5.02
Fund 725 - CENTRAL GARAGE Total:		5.02
Vendor 00550 - PANHANDLE COOPERATIVE ASSOCIATION Total:		22,454.41
Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC		
Fund: 631 - WASTEWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	173.00
Fund 631 - WASTEWATER Total:		173.00
Fund: 641 - WATER		
SAMPLES	SAMPLES	60.00
SAMPLES	SAMPLES	44.00
Fund 641 - WATER Total:		104.00
Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:		277.00
Vendor: 10155 - PETERS DOUGLAS		
Fund: 641 - WATER		
LICENSE & PERMITS	LICENSE/PERMITS	184.50
Fund 641 - WATER Total:		184.50
Vendor 10155 - PETERS DOUGLAS Total:		184.50
Vendor: 01276 - PLATTE VALLEY BANK		
Fund: 713 - CASH & INVESTMENT POOL		
HEALTH SAVINGS ACCOUNT	HSA EE PAYABLE	10,389.50
Fund 713 - CASH & INVESTMENT POOL Total:		10,389.50
Vendor 01276 - PLATTE VALLEY BANK Total:		10,389.50

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Description (Payable)	Account Name	Amount
Vendor: 00796 - POWERPLAN		
Fund: 621 - ENVIRONMENTAL SERVICES		
WASHERS, BOLTS, TEETH FOR ...	EQUIPMENT MAINTENANCE	4,051.50
Fund 621 - ENVIRONMENTAL SERVICES Total:		4,051.50
Vendor 00796 - POWERPLAN Total:		4,051.50
Vendor: 09120 - QUADIENT INC		
Fund: 111 - GENERAL		
POSTAGE	POSTAGE	999.02
Fund 111 - GENERAL Total:		999.02
Vendor 09120 - QUADIENT INC Total:		999.02
Vendor: 00266 - QUILL CORPORATION		
Fund: 111 - GENERAL		
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	18.17
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	15.96
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	18.17
Fund 111 - GENERAL Total:		52.30
Vendor 00266 - QUILL CORPORATION Total:		52.30
Vendor: 10159 - RAMIREZ SELENA		
Fund: 111 - GENERAL		
WITNESS FEES-PD	LEGAL FEES	23.45
Fund 111 - GENERAL Total:		23.45
Vendor 10159 - RAMIREZ SELENA Total:		23.45
Vendor: 01502 - REAMS SPRINKLER SUPPLY CO.		
Fund: 213 - CEMETERY		
DEPT SUPP	DEPARTMENT SUPPLIES	145.60
Fund 213 - CEMETERY Total:		145.60
Vendor 01502 - REAMS SPRINKLER SUPPLY CO. Total:		145.60
Vendor: 04089 - REGIONAL CARE INC		
Fund: 812 - HEALTH INSURANCE		
CLAIMS	CLAIMS EXPENSE	15,984.04
FLEX FUNDING	FLEXIBLE BENFT EXPENSES	772.20
Fund 812 - HEALTH INSURANCE Total:		16,756.24
Vendor 04089 - REGIONAL CARE INC Total:		16,756.24
Vendor: 00364 - REGIONAL WEST MEDICAL CENTER		
Fund: 111 - GENERAL		
MEDICAL AIRWAY SUPPLIES, DR...	DEPARTMENT SUPPLIES	209.83
Fund 111 - GENERAL Total:		209.83
Vendor 00364 - REGIONAL WEST MEDICAL CENTER Total:		209.83
Vendor: 00798 - REGISTER OF DEEDS		
Fund: 213 - CEMETERY		
LEGAL	LEGAL FEES	10.00
Fund 213 - CEMETERY Total:		10.00
Vendor 00798 - REGISTER OF DEEDS Total:		10.00
Vendor: 09931 - RINZLER GROUP LLC		
Fund: 631 - WASTEWATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	8,280.00
Fund 631 - WASTEWATER Total:		8,280.00
Vendor 09931 - RINZLER GROUP LLC Total:		8,280.00
Vendor: 10041 - RODRIGUEZ JOSE R		
Fund: 111 - GENERAL		
TOW SERVICE-PD	CONTRACTUAL SERVICES	95.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	75.00
Fund 111 - GENERAL Total:		170.00
Vendor 10041 - RODRIGUEZ JOSE R Total:		170.00

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Description (Payable)	Account Name	Amount
Vendor: 02324 - RON'S TOWING		
Fund: 111 - GENERAL		
TOW SERVICE-PD	CONTRACTUAL SERVICES	175.00
Fund 111 - GENERAL Total:		175.00
Vendor 02324 - RON'S TOWING Total:		175.00
Vendor: 00026 - S M E C		
Fund: 713 - CASH & INVESTMENT POOL		
SMEC	SMEC EE PAYABLE	142.50
Fund 713 - CASH & INVESTMENT POOL Total:		142.50
Vendor 00026 - S M E C Total:		142.50
Vendor: 00156 - SAFETYLINE CONSULTANTS, INC		
Fund: 111 - GENERAL		
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	36.45
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	36.45
Fund 111 - GENERAL Total:		72.90
Vendor 00156 - SAFETYLINE CONSULTANTS, INC Total:		72.90
Vendor: 00841 - SCB COUNTY		
Fund: 111 - GENERAL		
DEPT CNTRCL SRVCS	CONTRACTUAL SERVICES	80.00
Fund 111 - GENERAL Total:		80.00
Vendor 00841 - SCB COUNTY Total:		80.00
Vendor: 02531 - SCB FIREFIGHTERS UNION LOCAL 1454		
Fund: 713 - CASH & INVESTMENT POOL		
FIRE EE DUES	FIRE UNION DUES EE PAY	300.00
Fund 713 - CASH & INVESTMENT POOL Total:		300.00
Vendor 02531 - SCB FIREFIGHTERS UNION LOCAL 1454 Total:		300.00
Vendor: 09759 - SCOTTIES POTTIES INC		
Fund: 111 - GENERAL		
CONTRACTUAL PARK	CONTRACTUAL SERVICES	360.00
Fund 111 - GENERAL Total:		360.00
Vendor 09759 - SCOTTIES POTTIES INC Total:		360.00
Vendor: 00852 - SCOTTS BLUFF COUNTY COURT		
Fund: 111 - GENERAL		
LEGAL FEES-PD	LEGAL FEES	204.00
Fund 111 - GENERAL Total:		204.00
Vendor 00852 - SCOTTS BLUFF COUNTY COURT Total:		204.00
Vendor: 00704 - SCOTTSBLUFF MOTOR CO, INC		
Fund: 725 - CENTRAL GARAGE		
TRANS #425- SPARK PLUGS	EQUIPMENT MAINTENANCE	61.68
Fund 725 - CENTRAL GARAGE Total:		61.68
Vendor 00704 - SCOTTSBLUFF MOTOR CO, INC Total:		61.68
Vendor: 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION		
Fund: 713 - CASH & INVESTMENT POOL		
POLICE EE DUES	POL UNION DUES EE PAY	1,053.00
Fund 713 - CASH & INVESTMENT POOL Total:		1,053.00
Vendor 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION Total:		1,053.00
Vendor: 00684 - SHERIFF'S OFFICE		
Fund: 111 - GENERAL		
LEGAL FEES-PD	LEGAL FEES	21.66
LEGAL FEES-PD	LEGAL FEES	20.44
LEGAL FEES-PD	LEGAL FEES	21.66
LEGAL FEES-PD	LEGAL FEES	37.52
LEGAL FEES-PD	LEGAL FEES	21.66
LEGAL FEES-PD	LEGAL FEES	9.00

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Description (Payable)	Account Name	Amount
LEGAL FEES-PD	LEGAL FEES	18.61
LEGAL FEES-PD	LEGAL FEES	25.32
LEGAL FEES-PD	LEGAL FEES	21.66
LEGAL FEES-PD	LEGAL FEES	9.66
LEGAL FEES-PD	LEGAL FEES	9.66
LEGAL FEES-PD	LEGAL FEES	21.66
LEGAL FEES-PD	LEGAL FEES	9.00
Fund 111 - GENERAL Total:		247.51
Vendor 00684 - SHERIFF'S OFFICE Total:		247.51
Vendor: 00786 - SHERWIN WILLIAMS		
Fund: 212 - TRANSPORTATION		
RED LATEX PAINT	DEPARTMENT SUPPLIES	69.00
GRACO LINE LAZER PAINT STRIP... EQUIPMENT		7,275.00
Fund 212 - TRANSPORTATION Total:		7,344.00
Vendor 00786 - SHERWIN WILLIAMS Total:		7,344.00
Vendor: 00021 - SIMMONS OLSEN LAW FIRM, P.C.		
Fund: 111 - GENERAL		
CONTRACTUAL-PD	CONTRACTUAL SERVICES	4,167.18
CONTRACTUAL	CONTRACTUAL SERVICES	175.50
CONTRACTUAL	CONTRACTUAL SERVICES	6,264.61
CONTRACTUAL	PATHWAY	1,228.50
Fund 111 - GENERAL Total:		11,835.79
Fund: 224 - ECONOMIC DEVELOPMENT		
CONTRACTUAL	CONTRACTUAL SERVICES	1,590.00
CONTRACTUAL	CONTRACTUAL SERVICES	120.00
Fund 224 - ECONOMIC DEVELOPMENT Total:		1,710.00
Fund: 621 - ENVIRONMENTAL SERVICES		
CONTRACTUAL	CONTRACTUAL SERVICES	999.00
Fund 621 - ENVIRONMENTAL SERVICES Total:		999.00
Vendor 00021 - SIMMONS OLSEN LAW FIRM, P.C. Total:		14,544.79
Vendor: 01031 - SIMON CONTRACTORS		
Fund: 212 - TRANSPORTATION		
CONCRETE FOR PLAZA	STREET MAINTENANCE	883.50
BASE GRAVEL	STREET REPAIR SUPPLIES	203.49
CONCRETE FOR PLAZA	STREET MAINTENANCE	969.00
CONCRETE FOR PLAZA	STREET MAINTENANCE	712.50
CONCRETE FOR PLAZA	STREET MAINTENANCE	997.50
CONCRETE FOR PLAZA	STREET MAINTENANCE	627.00
Fund 212 - TRANSPORTATION Total:		4,392.99
Vendor 01031 - SIMON CONTRACTORS Total:		4,392.99
Vendor: 00513 - SNELL SERVICES INC.		
Fund: 111 - GENERAL		
Equip. main.	BUILDING MAINTENANCE	240.00
Fund 111 - GENERAL Total:		240.00
Vendor 00513 - SNELL SERVICES INC. Total:		240.00
Vendor: 09663 - SOUNDSLEEPER SECURITY INC.		
Fund: 111 - GENERAL		
CONTRACTUAL-PD	CONTRACTUAL SERVICES	14.95
Fund 111 - GENERAL Total:		14.95
Vendor 09663 - SOUNDSLEEPER SECURITY INC. Total:		14.95
Vendor: 00428 - STATE FIRE MARSHALL		
Fund: 111 - GENERAL		
LICENSE	LICENSE/PERMITS	162.00
Fund 111 - GENERAL Total:		162.00
Vendor 00428 - STATE FIRE MARSHALL Total:		162.00

Expense Approval Report

Post Dates: 7/7/2020 - 7/20/2020

Description (Payable)	Account Name	Amount
Vendor: 05698 - STERKEL, LEE		
Fund: 212 - TRANSPORTATION		
RE-IMBURSEMENT FOR CDL LIC...	MISCELLANEOUS	59.50
Fund 212 - TRANSPORTATION Total:		59.50
Vendor 05698 - STERKEL, LEE Total:		59.50
Vendor: 00325 - TEXAS PNEUDRAULIC INC		
Fund: 725 - CENTRAL GARAGE		
ES #818- MOMENTARY SWITCH	EQUIPMENT MAINTENANCE	141.88
Fund 725 - CENTRAL GARAGE Total:		141.88
Vendor 00325 - TEXAS PNEUDRAULIC INC Total:		141.88
Vendor: 08821 - TYLER TECHNOLOGIES, INC		
Fund: 621 - ENVIRONMENTAL SERVICES		
UB WEBINAR - CONTRACTS & A...	CONTRACTUAL SERVICES	22.91
UB TRANSACTION FEES	CONTRACTUAL SERVICES	1,187.08
Fund 621 - ENVIRONMENTAL SERVICES Total:		1,209.99
Fund: 631 - WASTEWATER		
UB WEBINAR - CONTRACTS & A...	CONTRACTUAL SERVICES	22.92
UB TRANSACTION FEES	CONTRACTUAL SERVICES	1,187.08
Fund 631 - WASTEWATER Total:		1,210.00
Fund: 641 - WATER		
UB WEBINAR - CONTRACTS & A...	CONTRACTUAL SERVICES	22.92
UB TRANSACTION FEES	CONTRACTUAL SERVICES	1,187.09
Fund 641 - WATER Total:		1,210.01
Vendor 08821 - TYLER TECHNOLOGIES, INC Total:		3,630.00
Vendor: 09865 - UNION BANK & TRUST		
Fund: 713 - CASH & INVESTMENT POOL		
RETIREMENT	REGULAR RETIRE EE PAY	7,845.26
RETIREMENT	REGULAR RETIRE EE PAY	7,569.37
RETIREMENT	DEFERRED COMP EE PAY	790.00
RETIREMENT	DEFERRED COMP EE PAY	1,742.62
RETIREMENT	RETIRE FIRE EE PAYABLE	5,444.81
RETIREMENT	RETIRE FIRE EE PAYABLE	2,887.37
RETIREMENT	RETIRE POLICE EE PAY	7,059.69
RETIREMENT	RETIRE POLICE EE PAY	6,584.20
Fund 713 - CASH & INVESTMENT POOL Total:		39,923.32
Vendor 09865 - UNION BANK & TRUST Total:		39,923.32
Vendor: 01217 - US BANK		
Fund: 212 - TRANSPORTATION		
FEES - GO HWY ALLOC BOND 2...	BOND ISSUANCE COSTS	650.00
FEES - GO HWY ALLOC.BOND 2...	ADMIN COSTS & FEES	400.00
Fund 212 - TRANSPORTATION Total:		1,050.00
Fund: 311 - DEBT SERVICE		
FEES - SCOTTSBLUFF LEASING C...	ADMIN COSTS & FEES	1,500.00
Fund 311 - DEBT SERVICE Total:		1,500.00
Vendor 01217 - US BANK Total:		2,550.00
Vendor: 06089 - WESTERN COOPERATIVE COMPANY		
Fund: 111 - GENERAL		
GROUND MAINT PARK	GROUNDS MAINTENANCE	276.13
Fund 111 - GENERAL Total:		276.13
Vendor 06089 - WESTERN COOPERATIVE COMPANY Total:		276.13
Vendor: 00344 - WESTERN PATHOLOGY CONSULTANTS, INC		
Fund: 111 - GENERAL		
DOT TESTING	CONTRACTUAL SERVICES	260.00
Fund 111 - GENERAL Total:		260.00
Vendor 00344 - WESTERN PATHOLOGY CONSULTANTS, INC Total:		260.00

Expense Approval Report

Post Dates: 7/7/2020 - 7/20/2020

Description (Payable)	Account Name	Amount
Vendor: 04430 - WESTERN TRAVEL TERMINAL, LLC		
Fund: 111 - GENERAL		
VEH MAINT-PD	VEHICLE MAINTENANCE	362.00
VEHICLE WASH UNIT 2	DEPARTMENT SUPPLIES	13.00
Fund 111 - GENERAL Total:		375.00
Fund: 631 - WASTEWATER		
VEHICLE MAINT	VEHICLE MAINTENANCE	13.00
Fund 631 - WASTEWATER Total:		13.00
Fund: 641 - WATER		
VEHICLE MAINT	VEHICLE MAINTENANCE	13.00
Fund 641 - WATER Total:		13.00
Vendor 04430 - WESTERN TRAVEL TERMINAL, LLC Total:		401.00
Vendor: 09641 - WOODS & AITKEN LLP		
Fund: 212 - TRANSPORTATION		
PROF SERVICES THRU 6/30/20 I...	CONTRACTUAL SERVICES	285.00
Fund 212 - TRANSPORTATION Total:		285.00
Fund: 621 - ENVIRONMENTAL SERVICES		
PROF SERVICES THRU 6/30/20 I...	CONTRACTUAL SERVICES	285.00
Fund 621 - ENVIRONMENTAL SERVICES Total:		285.00
Fund: 631 - WASTEWATER		
PROF SERVICES THRU 6/30/20 I...	CONTRACTUAL SERVICES	285.00
Fund 631 - WASTEWATER Total:		285.00
Fund: 641 - WATER		
PROF SERVICES THRU 6/30/20 I...	CONTRACTUAL SERVICES	285.00
Fund 641 - WATER Total:		285.00
Vendor 09641 - WOODS & AITKEN LLP Total:		1,140.00
Vendor: 03709 - WYOMING CHILD SUPPORT ENFORCEMENT		
Fund: 713 - CASH & INVESTMENT POOL		
CHILD SUPPOT	CHILD SUPPORT EE PAY	738.08
Fund 713 - CASH & INVESTMENT POOL Total:		738.08
Vendor 03709 - WYOMING CHILD SUPPORT ENFORCEMENT Total:		738.08
Vendor: 07239 - WYOMING FIRST AID & SAFETY SUPPLY, LLC		
Fund: 212 - TRANSPORTATION		
FIRST AID KIT SUPPLIES	DEPARTMENT SUPPLIES	260.57
Fund 212 - TRANSPORTATION Total:		260.57
Fund: 621 - ENVIRONMENTAL SERVICES		
FIRST AID KIT REFILL	DEPARTMENT SUPPLIES	167.17
Fund 621 - ENVIRONMENTAL SERVICES Total:		167.17
Fund: 725 - CENTRAL GARAGE		
CENTRAL GARAGE- FIRST AID KI...	DEPARTMENT SUPPLIES	38.19
Fund 725 - CENTRAL GARAGE Total:		38.19
Vendor 07239 - WYOMING FIRST AID & SAFETY SUPPLY, LLC Total:		465.93
Vendor: 10160 - WYOMING HEALTH FAIRS		
Fund: 111 - GENERAL		
CONSULTING-PD	DEPARTMENT SUPPLIES	1,350.00
CONSULTING-PD	DEPARTMENT SUPPLIES	75.00
CONSULTING-PD	CONSULTING SERVICES	825.00
Fund 111 - GENERAL Total:		2,250.00
Vendor 10160 - WYOMING HEALTH FAIRS Total:		2,250.00

Expense Approval Report

Post Dates: 7/7/2020 - 7/20/2020

Description (Payable)	Account Name	Amount
Vendor: 02057 - YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE		
Fund: 713 - CASH & INVESTMENT POOL		
YMCA	YMCA PAY EE	765.00
Fund 713 - CASH & INVESTMENT POOL Total:		765.00
Vendor 02057 - YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE Total:		765.00
Grand Total:		969,043.33

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	396,989.02	444.95
212 - TRANSPORTATION	77,513.41	0.00
213 - CEMETERY	1,596.57	0.00
216 - BUSINESS IMPROVEMENT	85.42	0.00
223 - KENO	129.98	0.00
224 - ECONOMIC DEVELOPMENT	1,918.78	0.00
311 - DEBT SERVICE	1,500.00	0.00
621 - ENVIRONMENTAL SERVICES	71,756.54	0.00
631 - WASTEWATER	178,201.19	0.00
641 - WATER	68,929.20	0.00
661 - STORMWATER	1,990.57	0.00
713 - CASH & INVESTMENT POOL	142,740.72	142,740.72
721 - GIS SERVICES	76.81	0.00
725 - CENTRAL GARAGE	8,858.88	0.00
812 - HEALTH INSURANCE	16,756.24	16,756.24
Grand Total:	969,043.33	159,941.91

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-51281-142	DISABILITY INSURANCE	444.95	444.95
111-52111-111	DEPARTMENT SUPPLIES	822.87	0.00
111-52111-112	DEPARTMENT SUPPLIES	114.97	0.00
111-52111-115	DEPARTMENT SUPPLIES	295.96	0.00
111-52111-116	DEPARTMENT SUPPLIES	69.09	0.00
111-52111-121	DEPARTMENT SUPPLIES	10.86	0.00
111-52111-141	DEPARTMENT SUPPLIES	479.60	0.00
111-52111-142	DEPARTMENT SUPPLIES	1,528.03	0.00
111-52111-143	DEPARTMENT SUPPLIES	75.00	0.00
111-52111-151	DEPARTMENT SUPPLIES	76.00	0.00
111-52111-171	DEPARTMENT SUPPLIES	222.29	0.00
111-52121-141	JANITORIAL SUPPLIES	106.11	0.00
111-52121-142	JANITORIAL SUPPLIES	106.13	0.00
111-52121-171	JANITORIAL SUPPLIES	30.00	0.00
111-52181-142	UNIFORMS & CLOTHING	870.30	0.00
111-52222-151	BOOKS	169.78	0.00
111-52225-151	SUBSCRIPTIONS	2,211.17	0.00
111-52411-111	POSTAGE	999.02	0.00
111-52511-111	GASOLINE	23.21	0.00
111-52511-141	GASOLINE	126.64	0.00
111-52511-142	GASOLINE	2,683.32	0.00
111-52511-143	GASOLINE	166.00	0.00
111-52511-171	GASOLINE	1,624.54	0.00
111-52521-171	OTHER FUEL	1,624.42	0.00
111-53111-112	CONTRACTUAL SERVICES	260.00	0.00
111-53111-114	CONTRACTUAL SERVICES	6,440.11	0.00
111-53111-115	CONTRACTUAL SERVICES	39.99	0.00
111-53111-116	CONTRACTUAL SERVICES	3,102.00	0.00
111-53111-121	CONTRACTUAL SERVICES	80.00	0.00
111-53111-142	CONTRACTUAL SERVICES	5,291.13	0.00
111-53111-151	CONTRACTUAL SERVICES	1,338.50	0.00
111-53111-171	CONTRACTUAL SERVICES	360.00	0.00
111-53121-112	CONSULTING SERVICES	71.00	0.00
111-53121-142	CONSULTING SERVICES	925.00	0.00
111-53161-115	LEGAL PUBLICATIONS	221.74	0.00
111-53161-151	LEGAL PUBLICATIONS	10.36	0.00
111-53161-171	LEGAL PUBLICATIONS	12.95	0.00
111-53211-142	LEGAL FEES	557.96	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53421-151	BUILDING MAINTENANCE	665.00	0.00
111-53441-111	EQUIPMENT MAINTENAN...	102.84	0.00
111-53441-142	EQUIPMENT MAINTENAN...	396.66	0.00
111-53441-171	EQUIPMENT MAINTENAN...	1,569.13	0.00
111-53451-121	VEHICLE MAINTENANCE	10.00	0.00
111-53451-142	VEHICLE MAINTENANCE	362.00	0.00
111-53471-171	GROUNDS MAINTENANCE	276.13	0.00
111-53511-111	ELECTRICITY	517.93	0.00
111-53511-141	ELECTRICITY	726.88	0.00
111-53511-142	ELECTRICITY	774.67	0.00
111-53511-143	ELECTRICITY	242.95	0.00
111-53511-151	ELECTRICITY	1,335.55	0.00
111-53511-171	ELECTRICITY	3,602.18	0.00
111-53511-172	ELECTRICITY	30.97	0.00
111-53551-171	STREET LIGHTS	100.40	0.00
111-53561-111	PHONE & INTERNET	235.58	0.00
111-53561-112	PHONE & INTERNET	69.83	0.00
111-53561-114	PHONE & INTERNET	34.31	0.00
111-53561-115	PHONE & INTERNET	37.31	0.00
111-53561-116	PHONE & INTERNET	160.00	0.00
111-53561-121	PHONE & INTERNET	139.67	0.00
111-53561-141	PHONE & INTERNET	325.04	0.00
111-53561-142	PHONE & INTERNET	1,184.64	0.00
111-53561-143	PHONE & INTERNET	35.73	0.00
111-53561-151	PHONE & INTERNET	420.82	0.00
111-53561-171	PHONE & INTERNET	215.75	0.00
111-53561-172	PHONE & INTERNET	28.65	0.00
111-53711-115	SCHOOL & CONFERENCE	50.00	0.00
111-53741-112	TUITION SUPPORT	600.00	0.00
111-53913-112	RECRUITMENT	483.40	0.00
111-54391-171	PATHWAY	348,502.00	0.00
111-59211-172	LICENSE/PERMITS	162.00	0.00
212-52111-212	DEPARTMENT SUPPLIES	1,658.54	0.00
212-52171-212	STREET REPAIR SUPPLIES	203.49	0.00
212-52511-212	GASOLINE	953.64	0.00
212-52521-212	OTHER FUEL	1,416.12	0.00
212-52999-212	MISCELLANEOUS	59.50	0.00
212-53111-212	CONTRACTUAL SERVICES	17,993.61	0.00
212-53152-212	BOND ISSUANCE COSTS	650.00	0.00
212-53161-212	LEGAL PUBLICATIONS	702.70	0.00
212-53195-212	ADMIN COSTS & FEES	400.00	0.00
212-53491-212	STREET MAINTENANCE	15,535.50	0.00
212-53511-212	ELECTRICITY	446.17	0.00
212-53531-212	ELECTRIC POWER	1,604.36	0.00
212-53551-212	STREET LIGHTS	28,066.15	0.00
212-53561-212	PHONE & INTERNET	548.63	0.00
212-54411-212	EQUIPMENT	7,275.00	0.00
213-52111-213	DEPARTMENT SUPPLIES	237.76	0.00
213-52521-213	OTHER FUEL	504.90	0.00
213-53211-213	LEGAL FEES	10.00	0.00
213-53511-213	ELECTRICITY	774.08	0.00
213-53561-213	PHONE & INTERNET	69.83	0.00
216-53551-000	STREET LIGHTS	85.42	0.00
223-53111-113	CONTRACTUAL SERVICES	129.98	0.00
224-52211-114	PUBLICATIONS	12.95	0.00
224-53111-113	CONTRACTUAL SERVICES	1,710.00	0.00
224-53111-114	CONTRACTUAL SERVICES	127.50	0.00
224-53561-113	PHONE & INTERNET	68.33	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
311-53195-111	ADMIN COSTS & FEES	1,500.00	0.00
621-52111-621	DEPARTMENT SUPPLIES	1,922.26	0.00
621-52181-621	UNIFORMS & CLOTHING	150.00	0.00
621-52511-621	GASOLINE	344.56	0.00
621-52521-621	OTHER FUEL	5,147.28	0.00
621-53111-621	CONTRACTUAL SERVICES	3,746.92	0.00
621-53161-621	LEGAL PUBLICATIONS	3,964.75	0.00
621-53193-621	DISPOSAL FEES	48,762.60	0.00
621-53441-621	EQUIPMENT MAINTENAN...	4,902.59	0.00
621-53451-621	VEHICLE MAINTENANCE	2,007.83	0.00
621-53511-621	ELECTRICITY	587.53	0.00
621-53561-621	PHONE & INTERNET	220.22	0.00
631-52111-631	DEPARTMENT SUPPLIES	2,596.37	0.00
631-52511-631	GASOLINE	781.96	0.00
631-52521-631	OTHER FUEL	851.49	0.00
631-53111-631	CONTRACTUAL SERVICES	2,511.71	0.00
631-53441-631	EQUIPMENT MAINTENAN...	8,976.07	0.00
631-53451-631	VEHICLE MAINTENANCE	13.00	0.00
631-53511-631	ELECTRICITY	726.02	0.00
631-53531-631	ELECTRIC POWER	53.00	0.00
631-53561-631	PHONE & INTERNET	208.85	0.00
631-53571-631	CELLULAR PHONE	43.28	0.00
631-54311-631	STRUCTURES	157,677.94	0.00
631-54411-631	EQUIPMENT	3,761.50	0.00
641-52116-641	METERS	4,786.71	0.00
641-52117-641	SAMPLES	104.00	0.00
641-52411-641	POSTAGE	220.43	0.00
641-52511-641	GASOLINE	805.79	0.00
641-52521-641	OTHER FUEL	79.32	0.00
641-52611-641	CHEMICALS	6,705.75	0.00
641-53111-641	CONTRACTUAL SERVICES	8,023.25	0.00
641-53161-641	LEGAL PUBLICATIONS	9.33	0.00
641-53451-641	VEHICLE MAINTENANCE	13.00	0.00
641-53511-641	ELECTRICITY	59.44	0.00
641-53531-641	ELECTRIC POWER	379.74	0.00
641-53561-641	PHONE & INTERNET	179.67	0.00
641-53571-641	CELLULAR PHONE	43.28	0.00
641-54311-641	STRUCTURES	43,573.49	0.00
641-54411-641	EQUIPMENT	3,761.50	0.00
641-59211-641	LICENSE/PERMITS	184.50	0.00
661-53111-661	CONTRACTUAL SERVICES	1,956.25	0.00
661-53561-661	PHONE & INTERNET	34.32	0.00
713-21512	MEDICARE W/H EE PAYAB...	8,264.54	8,264.54
713-21513	FICA W/H EE PAYABLE	30,492.14	30,492.14
713-21514	FED W/H EE PAYABLE	26,510.78	26,510.78
713-21515	STATE W/H EE PAYABLE	21,183.92	21,183.92
713-21517	POL UNION DUES EE PAY	1,053.00	1,053.00
713-21518	FIRE UNION DUES EE PAY	300.00	300.00
713-21523	LIFE INS EE PAYABLE	583.89	583.89
713-21524	SMEC EE PAYABLE	142.50	142.50
713-21528	REGULAR RETIRE EE PAY	15,414.63	15,414.63
713-21529	DEFERRED COMP EE PAY	2,532.62	2,532.62
713-21531	RETIRE FIRE EE PAYABLE	8,332.18	8,332.18
713-21533	RETIRE POLICE EE PAY	13,643.89	13,643.89
713-21534	DIS INC INS EE PAYABLE	758.03	758.03
713-21539	CHILD SUPPORT EE PAY	1,654.68	1,654.68
713-21540	YMCA PAY EE	765.00	765.00
713-21541	HSA EE PAYABLE	10,389.50	10,389.50

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
713-21723	LIFE INS ER PAYABLE	719.42	719.42
721-53111-721	CONTRACTUAL SERVICES	42.50	0.00
721-53561-721	PHONE & INTERNET	34.31	0.00
725-52111-725	DEPARTMENT SUPPLIES	189.98	0.00
725-52511-725	GASOLINE	5.02	0.00
725-52531-725	OIL & ANTIFREEZE	4,439.51	0.00
725-53441-725	EQUIPMENT MAINTENAN...	4,051.30	0.00
725-53511-725	ELECTRICITY	138.07	0.00
725-53561-725	PHONE & INTERNET	35.00	0.00
812-53862-112	CLAIMS EXPENSE	15,984.04	15,984.04
812-53863-112	FLEXIBLE BENFT EXPENSES	772.20	772.20
Grand Total:		969,043.33	159,941.91

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	619,670.53	159,941.91
2123153111	129.98	0.00
6002053111	1,935.00	0.00
6002053561	34.32	0.00
7000354391	347,273.50	0.00
Grand Total:	969,043.33	159,941.91

UTILITY REFUND 7-20-2020

Account #	Contact	Service Address	Refund Amount
015-5120-09	NATHANIEL HINZE	548 W 42ND ST SCOTTSBLUFF NE 69361	63.55
1			\$63.55

City of Scottsbluff, Nebraska

Monday, July 20, 2020

Regular Meeting

Item Bids1

Council to discuss and consider action on awarding the bid for the repair of hail damage of six separate buildings within the Transportation Facility located at 1105 3rd Avenue to Twin City Roofing & Sheet Metal, Inc. in the amount of \$126,607.52.

Staff Contact: Dave Schaff, Engineer



July 9, 2020

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

RE: Transportation Facilities Hail Damage Repair

Dear Mayor and City Council:

Bids were received and opened at 2:00 p.m. on July 8, 2020 at M.C. Schaff & Associates, Scottsbluff, Nebraska for the above referenced project. One (1) bid was received. We feel this was primarily due to work load of most roofing contractors in the area and the bonding requirements set forth for municipalities. The bid received was as follows:

	<u>Total Bid</u>
Twin City Roofing & Sheet Metal, Inc.	\$126,607.52
Engineer's Estimate	\$152,862.77

Two minor math errors were adjusted in the bid. Schedule B1 and Schedule C3. Per the bid documents, the unit price governs and the errors encountered lowered the unit price bid by \$17.80.

The Engineer's Estimate was based upon the insurance adjuster's estimate. We have reviewed the contractor's bid documents and would recommend award of the project to Twin City Roofing & Sheet Metal in the amount of \$126,607.52.

Sincerely,

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

David Schaff, P.E.

G:\Jobs\RM200034-00 2019 City of Scottsbluff Hail Damage Repair\002 Transportation Facilities\RecommendofAward.doc



M.C. Schaff & Associates, Inc.

818 S Beltline Highway East
 Scottsbluff, Nebraska 69361
 308-635-1926 Phone 308-635-7807 Fax
 www.mcschaff.com

Transportation Facilities Hail Damage Repair Bid Date: July 8, 2020 @ 2:00 pm Mountain Time				Twin City Roofing PO Box 812 Scottsbluff, NE 69361		Engineers Estimate	
Schedule A - SB19-0255-18-1 (Transportation Office)							
No.	Description	Unit	Quantity	Unit Cost	Total	Unit Cost	Total
A1	Remove Asphalt Laminated 25-yr	SQ	11.2	\$ 65.00	\$ 728.00	\$ 60.22	\$ 674.46
A2	Replace Asphalt Laminated 25-yr Shingles and Appurtenances	SQ	13	\$ 215.00	\$ 2,795.00	\$ 459.78	\$ 5,977.14
A3	Paint Door/Window	EA	2	\$ 195.00	\$ 390.00	\$ 48.60	\$ 97.20
A4	Remove and Replace Window, 20" x 28"	EA	1	\$ 240.00	\$ 240.00	\$ 3.63	\$ 3.63
A5	Remove and Replace 6-Inch Aluminum Gutter/Downspout	LF	107	\$ 7.50	\$ 802.50	\$ 8.63	\$ 923.41
Total				\$	4,955.50	\$	7,675.84
Schedule B - SB19-0255-18-2 (Sign Bldg)							
No.	Description	Unit	Quantity	Unit Cost	Total	Unit Cost	Total
B1	Remove and Replace Corrugated Steel Roofing, 26 Gauge	SF	987	\$ 4.10	\$ 4,046.70	\$ 4.70	\$ 4,638.90
B2	Remove and Replace Seamless Gutters and Downspouts 7" to 8"	LF	80	\$ 9.50	\$ 760.00	\$ 14.46	\$ 1,156.80
Total				\$	4,806.70	\$	5,795.70
Schedule C - SB19-0255-18-4 (Vehicle & Break Bldg)							
No.	Description	Unit	Quantity	Unit Cost	Total	Unit Cost	Total
C1	Remove and Replace Corrugated Steel Roofing, 26 Gauge	SF	9,410	\$ 4.10	\$ 38,581.00	\$ 4.98	\$ 46,861.80
C2	Remove and Replace 6: Seamless Gutters and Downspouts	LF	306	\$ 7.50	\$ 2,295.00	\$ 8.63	\$ 2,640.78
C3	Remove and Replace Steel Siding, 26-Guage	SF	2276	\$ 3.95	\$ 8,990.20	\$ 4.70	\$ 10,697.20
C4	Remove and Replace Metal Outside Corner Post	LF	40	\$ 6.05	\$ 242.00	\$ 6.61	\$ 264.40
Total				\$	50,108.20	\$	60,464.18
Schedule D - SB19-0255-18-5 (U&E Bldg)							
No.	Description	Unit	Quantity	Unit Cost	Total	Unit Cost	Total
D1	Remove and Replace Corrugated Steel Roofing, 26 Gauge	SF	9,553	\$ 4.10	\$ 39,167.30	\$ 4.98	\$ 47,573.94
D2	Remove and Replace Aluminum Gutters/Downspouts	LF	312	\$ 7.50	\$ 2,340.00	\$ 8.63	\$ 2,692.56
Total				\$	41,507.30	\$	50,266.50
Schedule E - SB19-0255-18-5 (U&E Bldg)							
No.	Description	Unit	Quantity	Unit Cost	Total	Unit Cost	Total
E1	Remove and Replace Corrugated Steel Roofing, 26 Gauge	SF	4,880	\$ 4.10	\$ 20,008.00	\$ 5.10	\$ 24,888.00
E2	Remove and Replace Seamless Gutters and Downspouts 6"	LF	220	\$ 7.50	\$ 1,650.00	\$ 9.82	\$ 2,160.40
E3	Remove and Replace Metal Outside Corner Post	LF	40	\$ 6.05	\$ 242.00	\$ 6.61	\$ 264.40
Total				\$	21,900.00	\$	27,312.80
Schedule F - SB19-0255-18-7 (Transportation Storage)							
No.	Description	Unit	Quantity	Unit Cost	Total	Unit Cost	Total
F1	Re-nail Corrugated Steel Roof	SF	1,602	\$ 0.95	\$ 1,521.90	\$ 0.50	\$ 801.00
F2	Seal/prime and Paint North Block	SF	729	\$ 2.48	\$ 1,807.92	\$ 0.75	\$ 546.75
Total				\$	3,329.82	\$	1,347.75

Total - Schedules A- F \$ 126,607.52 \$ 152,862.77

City of Scottsbluff, Nebraska

Monday, July 20, 2020

Regular Meeting

Item Reports1

Council to discuss and consider action on a request from 23 Club for additional project funding.

Staff Contact: Rick Kuckkahn, Interim City Manager

City of Scottsbluff, Nebraska

Monday, July 20, 2020

Regular Meeting

Item Reports2

**Council to discuss and consider action on the proposed
International Brotherhood of Electrical Workers Union (IBEW)
Contract.**

Staff Contact: Rick Kuckkahn, Interim City Manager

AGREEMENT

between

CITY OF SCOTTSBLUFF

and

**LOCAL UNION #1597
OF THE
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS**

AFL-CIO

July 20, 2020 to September 30, 2024

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PREAMBLE

This Agreement executed as of the ____ day of _____, by and between the City of Scottsbluff, hereinafter referred to as the "City" and Local Union No. 1597 of the International Brotherhood of Electrical Workers affiliated with the AFL-CIO hereinafter referred to as the "Union".

This Agreement, made and entered into, when signed by the proper officers of the City of Scottsbluff and Local Union #1597 and approved by the President of the International Brotherhood of Electrical Workers, shall become operative as of the ____ day of _____.

ARTICLE 1

RECOGNITION

Sec. 1: The City recognizes the Union as the exclusive bargaining agent for all regular full time and regular part time employees in the Public Works Department of the City of Scottsbluff, Nebraska to including, but not limited to the classified positions in the divisions of Transportation, Environmental Services, Wastewater, Water , and Central Garage; but excluding Seasonal, Temporary, Clerical Staff, Supervisors, Deputy Directors, Directors, Management and any employee in any other Department of the City of Scottsbluff as found in case #1464 of the Nebraska Commission of Industrial Relations.

Sec. 2: Exclusion of Management or Statutory Supervisor. The terms “management or statutory supervisor” mean any individual having authority, in the interest of the City, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment. The City and the Union are in agreement that employees employed as management or statutory supervisors shall be excluded from the bargaining unit.

Sec. 3: Exclusion of Confidential Employees. The term “confidential” employee means any individual who in the regular course of his duties works with, has access to, or possesses information relating to the City’s labor relations matters. The City and the Union are in agreement that employees employed in confidential positions shall be excluded from the bargaining unit.

Sec. 4: Exclusion of Temporary or Seasonal Employees. The term “temporary or seasonal employee” means any individual hired for a period of time not to exceed one (1) year. The City and the Union are in agreement that employees employed in temporary or seasonal positions shall be excluded from the bargaining unit.

Sec. 5: The City recognizes and shall not interfere with the right of its employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the City or any of its agents against any employee because of membership in the Union. The Union agrees not to intimidate or coerce employees into membership and shall not solicit union membership on employer’s time. Neither the City nor the Union will willfully, orally or in writing, make untruthful statements concerning the other party or its representative.

ARTICLE 2

DEFINITIONS

Sec. 1: For the purpose of this Agreement, the following definitions shall apply:

- a. **Introductory Employees:** All employees hired to fill a new position, or promoted, will be on an introductory status which extends for six (6) months from the date of hire or promotion. The introductory period may be extended for an additional six (6) month period.
- b. **Regular Full Time Employee:** An employee who has successfully completed the introductory period; is assigned to a position which is defined as regular full-time, working a shift schedule which will total no less than 2080 hours per year.
- c. **Regular Part Time Employee:** An employee who has successfully completed the introductory period and is assigned to a classified position working at least one-half the regular number of hours per pay period (minimum of 40 hours bi-weekly) for a department continuously for one year or longer.

ARTICLE 3

COMPLIANCE WITH THE LAW

Sec. 1: Nothing in this agreement shall be construed to require either party to the agreement to act in violation of any applicable State or Federal law or legal regulation, and in the event that any such conditions arises, it is agreed that this agreement shall be modified by mutual agreement in respect to either or both parties to the extent necessary to comply with such law or regulation.

Sec. 2: If any provisions of the contract or the application of the same shall be held invalid, the legality of the other provisions of the contract shall not be affected thereby.

ARTICLE 4

CONDUCT OF UNION AFFAIRS

Sec. 1: All employees including Union officers and representatives shall not conduct any Union activity or Union business during working hours and working areas except as specifically authorized by the provisions of this Agreement.

Sec. 2: Stewards shall be selected by the Union and function on behalf of the employees in the bargaining unit.

Sec. 3: All stewards referred to in this Agreement shall be full-time employees of the City.

Sec. 4: The City shall designate a bulletin board at a place where notices to bargaining unit employees are customarily placed by the City for the posting of official Union Notices. Material posted shall contain only factual information and shall not contain derogatory statements concerning the Employer or its employees or contain material likely to be considered offensive by the public who may be visiting or conducting business with the Employer. Material which, in the opinion of the Employer, is not in conformity with the above shall be called to the attention of a Union Representative, who will remove the material, pending a final decision as to whether the material violates this Article. Any material posted on the bulletin board shall bear signature and title of an authorized Union Representative. No materials shall be posted on any other bulletin board by either the Union or any employee of the bargaining unit without the prior approval of the Employer.

Sec. 5: Union Dues. The City upon receipt from the Union shall deduct the stated amount of dues from each employee's paycheck and forward that amount to the Union by the tenth day of the month following the month in which the deduction occurred. The City shall provide the Union with a report stating from whom and the amount deducted upon request.

Indemnification. The Union shall indemnify the City and hold it harmless against any and all claims, demands, lawsuits, or other forms of liability that may arise out of or by reason of any action taken by the City for the purpose of complying with the provisions of this section of the agreement.

ARTICLE 5

SAFETY AND WELLNESS COMMITTEE

The Union shall appoint the bargaining unit members to the City's Safety and Wellness Committee.

ARTICLE 6

GRIEVANCE AND ARBITRATION PROCEDURE

Sec. 1: Should any employee or the union have a grievance arising from the interpretation of a specific provision of this Agreement, such matter shall be exclusively resolved in accordance with the provision provided herein. It is also agreed between the parties that the alleged violation of a specific provision of the

Agreement, to be arbitrable, must have occurred during the term of this Agreement. It is also specifically agreed that this grievance procedure shall not be used to change any provision of this Agreement.

Sec. 2: Step 1: An employee believing he/she has a grievance shall notify and discuss the grievance with their Immediate Supervisor or his/her designee within fifteen (15) calendar days after the occurrence of the grievance. The employee may be accompanied by a union steward, if the employee desires. The Immediate Supervisor or his/her designee shall then have fifteen (15) calendar days to give a written response to the grievance and this response shall be given to the employee and Union Steward.

Step 2: A grievance not settled in Step 1 which the employee or the Union wishes to pursue further shall be placed in writing and signed by the employee or the Union within fifteen (15) calendar days from the Immediate Supervisor's answer and filed with the Department Director and Human Recourses Director. If such action is taken by the employee, he/she shall give notice to the Business Manager of the Union. The written grievance shall specify the contract provision violated by the City's action that caused the violation and the remedy requested. The Department Director or his/her designee shall, within fifteen (15) calendar days after receiving the grievance, meet with the Business Manager of the Local or his/her Designee in an attempt to resolve the dispute. The Department Director shall supply both the employee and the Business Manager of the Union his written response within ten (10) calendar days of this meeting.

Step 3: A grievance not settled in Step 2 which the employee or the Union wishes to pursue further shall be placed in writing and signed by the employee or the Union within fifteen (15) calendar days from the Department Director's answer and filed with the City Manager. If such action is taken by the employee, he/she shall give notice to the Business Manager of the Union. The written grievance shall specify the contract provision violated by the City's action that caused the violation and the remedy requested. The City Manager or his/her designee shall, within fifteen (15) calendar days after receiving the grievance, meet with the Business Manager of the Local or his/her Designee in an attempt to resolve the dispute. The City Manager shall supply both the employee and the Business Manager of the Union his written response within ten (10) calendar days of this meeting.

Step 4: If the Union or the employee decline to accept the City Manager's decision, and if the grievance remains unresolved, the employee or the union may within thirty (30) calendar days after receipt of the City Manager's response, request that such grievance be submitted to binding arbitration.

Sec. 3: The time limits provided for in this Article shall be strictly followed. No grievance shall be valid unless filed or appealed within the time limits

provided herein. Failure of the grieving party to meet the time limits provided for shall result in dismissal of the grievance. Failure of the other party to meet the time limits provided for shall result in settlement of the agreement according to the remedy sought by the grieving party. The parties may, however, by mutual Agreement extend the time limit at any step of the grievance procedure.

Sec. 4: ARBITRATION

Step 1: If Arbitration is requested by either party, an impartial Arbitrator shall be selected in the following manner. The Federal Mediation and Conciliation Service shall be requested to furnish a listing of five (5) available Arbitrators. From this listing, the City shall strike out two (2) names, and the Union shall strike out two (2) names. The remaining Arbitrator on the listing shall be designated to act as Arbitrator to the dispute.

Step 2: As soon as possible after the selection of the Arbitrator, the Arbitrator shall meet with the City and the Union to give due consideration to the dispute. A final and binding decision, in writing, from the Arbitrator shall be forwarded to both parties of the dispute as soon as reasonably possible after the final meeting concerning the dispute.

Sec. 5: EXPENSES OF ARBITRATION

The expense of the Arbitrator shall be split equally by the parties.

ARTICLE 7

LAYOFF AND RECALL

Sec. 1: The criteria set forth below shall be considered by the City Manager in selecting the employee(s) who will be subject to any layoff. The criteria are not listed in any order of priority.

- a. The employee meets policies and staffing needs of the City, together with related contracts, ordinances, and statutes;
- b. The knowledge, skills, and abilities of the employees affected;
- c. Performance of the employee affected, including recent appraisals and disciplining and evidence of efficiency and effectiveness; and
- d. Required federal, state, or local certifications or licenses.

Sec. 2: If, after consideration of the criteria listed above and there is no significant difference between or among employees being considered for layoff, the employee(s) with the longest uninterrupted service to the City shall be retained.

Sec. 3: In the event of a restoration of the workforce, employees will be recalled in the reverse order in which they were laid off.

ARTICLE 8

JOB POSTING

Sec. 1: The City will follow the guidelines of the Administration Regulations to ensure that recruitment and selection procedures are conducted in a manner that ensures compliance with contractual, legal and equal opportunity requirements. The Human Resources Director will administer and coordinate the recruitment and hiring process for all position vacancies.

Sec. 2: In-House Recruitment
An In-House Recruitment may be conducted when the Human Resources Director is notified that a current employee is interested in an open position. The Human Resources Director will notify all city departments of the In-House Recruitment in order to give all city employees the opportunity to apply. The Human Resources Director will determine a recruitment period and set a deadline date in which an application or a Letter of Interest must be submitted to the office of Human Resources.

ARTICLE 9

DISCHARGE AND TERMINATION OF EMPLOYMENT

Sec. 1: If it becomes necessary to discharge an employee, he/she shall be informed in writing of the action and a pre-termination hearing shall be held with the employee and the Union if requested.

1. The City reserves the right to discharge an Introductory Employee with or without cause, at any time up to the time that he/she has completed six (6) months of continuous service.

2. Regular Full-time and Regular Part-Time Employees may be discharged only for just cause.

ARTICLE 10

DISCIPLINE

In the event there is a need for an employee to be disciplined, the City shall follow a progressive discipline plan as found in the personnel manual.

ARTICLE 11

NO STRIKE AND LOCKOUT

Sec. 1: There shall be no lockouts, strikes, slowdowns, picketing, work stoppages or interferences with governmental service, including sympathy strikes, for any reason whatsoever during the period of this Agreement. No picket lines shall be observed during the life of this Agreement.

Sec. 2: The Union, its officers, agents and members agree that they will not authorize, ratify, permit, aid, assist, or participate in any strike, slow down, picket, work stoppage or interference with operations, including sympathy strikes, for any reason whatsoever. If any strike, slow down, picket, work stoppage or interference with governmental service, including a sympathy strike, occurs or is threatened, the Union agrees to use every means at its disposal to disavow, prevent and terminate such unauthorized action and to maintain full operations.

Sec. 3: Individual members of the bargaining unit violating this Article may be disciplined by the City with notice thereof to the Union. Such discipline may include discharge.

Sec. 4: The City and Union acknowledge that it is unlawful for any person:

- a. To hinder, delay, limit or suspend the continuity or efficiency of any governmental service or any governmental service in a proprietary capacity, or the service of any public entity, by lockout, strike, slowdown, or other work stoppage;
- b. To coerce, instigate, induce, conspire with, intimidate or encourage any person to participate in any lockout, strike, slowdown or other work stoppage, which would hinder, delay, limit or suspend the continuity or efficiency of any governmental service or governmental service in a proprietary capacity.
- c. To aid or assist any such lockout, strike, slowdown, or other work stoppage by giving direction or guidance in the conduct of any such lockout, strike, slowdown or other work stoppage or by providing funds for the conduct or direction thereof, or for the payment of

strike, unemployment or other benefits to those participating therein.

ARTICLE 12

HOLIDAYS

Sec. 1: Employees receive ten (10) paid holidays per year, as follows:

New Year's Day – January 1st
Martin Luther King, Jr. Day – 3rd Monday of January
President's Day – 3rd Monday of February
Memorial Day – Last Monday of May
Independence Day – July 4
Labor Day – 1st Monday of September
Veteran's Day – November 11th
Thanksgiving Day – 4th Thursday of November
Day after Thanksgiving Day – 4th Friday of November
Christmas Day – December 25th

Sec. 2: Regular full-time employees shall receive eight (8) hours regular pay for any holiday. Regular part-time employees shall receive four (4) hours of pay for any holiday.

- When the holiday falls on a Saturday, the preceding Friday will be observed as the official holiday. When the holiday falls on a Sunday, the following Monday will be observed as the official holiday.
- If an official holiday occurs during an employee's paid leave (vacation, sick leave, etc.), then the employee is considered to be on holiday leave for the day of the holiday, rather than any other type of leave.
- Unless excused by the City Manager, any employee who is not in a pay status on the working days immediately prior to and following a holiday, shall not receive pay for the holiday, unless such employee was absolutely unable to perform normal duty for reasons of illness, authorized leave, or other reasons determined by the City Manager to be sufficient.

ARTICLE 13

VACATION

Sec. 1: Regular full-time employees shall earn an annual amount of vacation as defined by the service years below:

One (1) to ten (10) years of service: 80 hours

Eleven (11) to fifteen (15) years of service: 120 hours

Sixteen (16) to twenty (20) years of service: 136 hours

After twenty (20) years of service: 160 hours

The established period of determining vacation accrual will be from the employee's original date of hire. Vacation credit earned by an employee cannot be transferred to another employee.

Vacation leave is accrued for all paid leaves, except injury leave. Vacation leave will not accrue while an employee is on leave of absence without pay. Accrued and unused vacation leave may be used to supplement sick leave if the employee has exhausted sick leave accruals.

Sec. 2: The maximum amount of accumulated vacation will not exceed 200 hours until the employee has achieved fifteen (15) years of service at which time the maximum increases to 240 hours.

Sec. 3: Regular part-time employees, who earn prorated vacation, may accrue vacation time at one-half the rate of full-time employees based on years of service to a maximum which shall be the same as a full-time employee.

Sec. 4: In order to be granted vacation leave, an employee must apply for same according to established Department procedures. The Department Director shall forward all vacation leave requests to the Human Resources Office. A request for vacation leave should be submitted at least two weeks prior to the effective date of the leave, if possible. Department Directors shall establish vacation schedules and take into account the seasonal demand upon their respective activities when setting up vacation schedules, and spread vacations over as wide a period as possible in order to avoid any marked reduction in available personnel.

All vacation leave taken must be shown on all payroll reporting and approved by a supervisor, or the Department Head and the Human Resource Director.

All vacation earned prior to the current pay period will be available for use, with the exception of introductory status employees during their trail/training period.

ARTICLE 14

SICK LEAVE

Sec. 1: Sick leave will accumulate at the rate of eight (8) hours per calendar month of service, or a total of 96 hours per year (pro-rated for regular part-time employees).

Sick leave is accrued for all paid leave. No employee shall earn sick leave while on leave without pay.

Sec. 2: Sick leave may be accumulated up to 720 hours.

Sec. 3: Accumulated sick leave shall be paid out to all employees at separation of employment that have fifteen consecutive years of service. Employees shall be paid for forty percent of unused and accrued sick leave, not to exceed the equivalent of four work weeks or 160 hours total.

Sec. 4: Sick leave will only be authorized in case of:

- Personal illness/injury.
- Immediate family illness/injury/death.
- Medical/dental appointments which cannot be scheduled outside of working hours.
- Sick leave may be used when an employee has a qualifying FMLA event that is not due to a serious health condition (i.e., birth, adoption, foster care).

For the purpose of sick leave usage, immediate family member is defined as a spouse, child, parent, in-law, and step relation – mother/father/son/daughter, or person living in the same household who is a legal or IRS defined dependent. The City Manager may grant the use of sick leave for other family members based on extenuating or emergency situations.

A Department Director may require a medical report from an employee's physician verifying the employee's ability to return to work or to verify illness of an employee out on sick leave for a period of three days or longer.

Sick leave taken must be shown on all payroll reporting and approved by supervisor, or Department Head and the Human Resource Director.

Sec. 5: Sick leave accumulated in excess of the maximum as of December 31 of any year may be converted to vacation leave at the rate of one additional hour of vacation leave for every three hours of unused sick leave, subject to the maximum vacation leave accrual limits. The converted hours shall be added to the regular vacation balance.

ARTICLE 15

SPECIAL LEAVE PROVISIONS

Sec. 1: The City shall grant leave of absence with pay to Regular Full-Time and Regular Part-Time Employees for the following reasons and subject to the applied restrictions.

A. Bereavement Leave.

Immediate Family: Regular Full-Time employees shall be granted bereavement leave of up to twenty-four (24) hours for the death of a member of the employees' immediate family and regular part-time employees shall be granted bereavement leave up to twelve (12) hours. The amount and type of leave granted will be based on travel and other circumstances. The funeral leave request shall be submitted in writing to the Human Resources Director by the department head and state the specific reason(s) and surrounding circumstance(s) for the requested leave time. The City Manager may authorize the amount and type of leave if circumstances or the travel distance from Scottsbluff warrants additional time.

Immediate Family shall be defined as Spouse, Child, Parent, Grandparent, and Grandchild, Brother, Sister.

In-law shall be defined as Son, Daughter, Parent, Grandparent, and Grandchild, Brother, Sister.

Step relation shall be defined as Son, Daughter, Parent, Grandparent, and Grandchild, Brother, Sister and Spouse's Step Siblings. In addition, a person living in the same household who is a legal or IRS defined dependent shall also qualify for the bereavement leave.

Funeral Leave – Others: Funeral leave may be used for any person not included under immediate family for Bereavement Leave. Regular Full-Time employees shall be granted eight (8) hours and Regular Part-Time employees shall be granted four (4) hours per calendar year. This leave may be used in 15-minute increments and once the employee has exhausted this leave in a calendar year, they will be required to use other paid leave to attend a funeral or memorial service.

City Employee: In the event of the death of a current or past City of Scottsbluff employee, the members of the individual's department may be granted leave from scheduled work hours to attend the funeral or memorial services with the prior approval of the Department Director. City employees from other departments may also be granted leave to attend

the services depending on minimum staffing requirements and with the prior approval of the Department Director and City Manager.

B. Jury Duty/Court Duty

Each employee shall notify his/her supervisor of anticipated jury duty or subpoena.

An employee will be granted leave to perform jury duty or answer a subpoena and while on leave, will be paid his/her regular base salary. At completion of jury duty or subpoena, the employee shall pay or endorse his/her compensation check to the City and shall retain the payment he/she receives for expenses incurred. It is the responsibility of the employee to provide Payroll with a copy of the check they received from the court.

If any employee elects to charge his/her time while attending jury duty or answering a subpoena to vacation, he/she may do so; however, in this instance, the employee will retain the checks for both compensation and expenses. In the event that jury duty falls outside of the employee's work schedule, the employee will be allowed to keep the court payment in full or at a prorated rate. The employee will be required to submit a copy of their work schedule and documentation of the dates they served on jury duty in order for the payroll department to determine the proper allowance.

Employees who are dismissed from duties described above before the City's normal quitting time shall return to their respective place of work for the remainder of the day.

Court appearances, as a witness on City business, will be counted as time worked. All other court appearances for personal business will be counted as vacation, limited to accumulated vacation leave.

d. Leave of Absence without Pay:

An employee may be granted a leave of absence for a specific period by the City Manager. Such leave may be granted only for very good reasons and except in unusual cases, will not be granted if it is for the profit or pleasure of the employee. Leaves of absence should be applied for at the earliest possible date. When this leave expires, the employee must report for work or be considered as absent without leave. Leave extensions should be requested prior to the end of the original leave unless there is an un-foreseeable emergency. Except for extended active military duty, a leave of absence and extensions of leave cannot exceed one year. Employees granted a leave of absence without pay will not accumulate fringe benefits during such leave. In order to continue participation in the

City's health and life insurance plans during a leave of absence, the employee must assume the entire cost of the insurance premium designated. Details are available from the Human Resources Director.

No sick leave, holiday vacation benefits or any other fringe benefits shall accrue while the employee is on leave of absence without pay. The employee's anniversary date shall be adjusted to reflect the length of the absence for the purposes of computing.

e. Military Leave:

Military leave shall be governed by Neb. Rev. Stat. Sections 55-160 through 55-166 (Reissue 2004) or as amended by the Legislature, and by the Uniformed Services Employment and Reemployment Rights Act.

f. Blood Bank Donations:

All regular full-time and regular part-time employees are encouraged to donate whole blood or plasma to the local Blood Bank. Employees will be paid for time off for volunteering to donate blood provided they have approval from their supervisor.

g. Family Medical Leave:

FMLA shall be administered in accordance with the Act as provided in 1993 or as amended and as described in the City's Personnel Manual.

h. Personal Day:

Each employee shall be granted 1 personal day (8 hours) per fiscal year. The personal day must be used and cannot be carried over.

ARTICLE 16

ON THE JOB ACCIDENTS

Sec. 1: The City shall maintain insurance to comply with Nebraska Worker's Compensation law as amended.

Sec. 2: If there is an on-the-job injury and the employee receives worker's compensation payments for the lost wages, the employee shall be allowed to use sick, vacation and personal leave so that the employee receives base pay equal to what he/she earned prior to the accident.

Sec. 3: The employee or the employee's representative must submit a medical report to the City Clerk/Risk Manager and Human Resources Director

which indicates whether the prognosis for recovery will allow the employee to return to his/her previous position or whether other duties may be possible. If, in the opinion of the physician, the employee is unable to return to his/her previous position with the City, the employee may be considered for any vacant position in the City for which he/she is qualified.

ARTICLE 17

EMPLOYEE BENEFITS

Sec. 1: Employee Health and Dental Insurance:

The City will provide health and dental insurance to regular full-time employees. Participation shall be subject to policies and procedures as established in the City Personnel Manual and/or Administrative Regulations. Employees are provided with information to assist in making plan and benefit selection. Union representatives will be invited (as non-voting members) to the Health Insurance Management Committee meeting to review plan year and be advised or recommendations made by the Health Insurance Committee which affect health/dental plans &/or premiums. The purpose of a union representative attending this meeting is to get immediate information about any changes to the plan.

Regular Part-Time employees are eligible to participate in the plan if they agree to a deduction from their pay for the entire amount of the premium for such coverage as designated by the City. Retired employees are not eligible to receive health benefits under the City's insurance program except as provided by COBRA.

If an employee is able to demonstrate that he/she or one of his/her dependents suffers from an illness or disease that is not covered by the City's health plan, and the employee has access to alternative primary coverage which does cover such illness or disease, the City Council may declare a hardship and permit such employee to apply a fixed dollar amount allowance, as determined by the City Council, from the City toward the purchase of such alternative primary coverage in place of the City health plan.

Sec. 2: Flexible Spending Program:

Regular full-time and regular part-time employees who have completed the introductory period are eligible to participate in the Flexible Spending Program. This program allows employees to use pre-tax dollars to pay for unreimbursed medical and dependent care expenses. Health and dental premiums for all employees will be deducted pre-tax through the payroll system. The program is governed by Section 125 of the Internal Revenue Code and more information is available from the Human Resources Director. Employees are eligible to enroll after they have successfully completed the introductory period or annually during the open enrollment period.

Sec. 3: Life Insurance

A \$30, 000 term life insurance policy is provided by the City for each full-time employee at the beginning of the first full month of service. The City pays the full premium for such insurance. Employees have the option to purchase additional supplemental insurance, provided the additional premium is paid entirely by the employee. Retired employees are not eligible to continue under the group life insurance and it is not transferable.

Sec. 4: Disability Insurance

Full-time general employees are eligible to participate in group long term disability insurance. Long term disability insurance provides employees a portion of their wages if they are injured or disabled and unable to work. Employees pay the entire premium and participation is optional for the coverage.

ARTICLE 18

RETIREMENT PLAN

Sec. 1: General City Employees' Retirement Plan:

Regular full-time employees must participate in the following retirement system plan as established by the City.

In addition to Federal Social Security, a pension plan has been established by Chapter 6, Article 5 of the Scottsbluff Municipal Code for the benefit of eligible full-time employees, excluding employees subject to the provisions of the police officers and firefighter's retirement systems. A general employee shall become eligible to participate in the Plan on the first day of the month following the completion of one year of continuous employment and having reached his/her 21st birthday. Three percent of the employee's earned income before taxes is withheld with an equal amount contributed by the City. In addition, employees may exercise an option to contribute an additional amount after taxes of up to ten percent of their income to the Plan. The City will provide an additional match equal to the amount of the Employee's Voluntary Contribution, but not to exceed three percent.

Sec. 2: Deferred Compensation

The City provides an option to regular full-time employees to invest a portion of their present earnings in a deferred compensation plan. This is an arrangement where a certain dollar amount can be designated by employees to be withheld from their paycheck and invested for payment at a later date, usually at retirement. Under this arrangement neither the deferred amount nor earnings on the investments are subject to current Federal income taxes until such time as the employee receives payment from the plan. Employees must contact their Human Resource Director to enroll. Deferred_Compensation is in addition to Social Security and retirement systems benefits the City provides.

ARTICLE 19

HOURS OF WORK

Sec. 1: The workweek shall consist of seven (7) consecutive days beginning at 12:01 a.m. on Monday and ending on the following Sunday at midnight.

Sec. 2: The regular workweek will be forty (40) hours per week, consisting of eight (8) consecutive hours worked during five (5) consecutive days, Monday through Friday. The Schedule shall be established by the division supervisor.

Sec. 3: Employees will be granted a fifteen (15) minute break once between starting time and meal break and once between the meal break and quitting time. Employees shall be granted a minimum of a half (½) hour meal break. The Departments shall determine the length of the meal break by mutual agreement.

Sec. 4: Employees will be paid in accordance with Schedule A of this Agreement for time spent traveling from headquarters to the job site, job site to job site, and job site to headquarters. Headquarters means the employee's regular established reporting place.

ARTICLE 20

OVERTIME, CALL BACK AND ON CALL

Sec. 1: All time worked by employees over 40 hours per work week shall be paid at the rate of one and one half (1.5) the employees base hourly rate of pay. Employees shall be allowed to use flex time at the employees choice in lieu of payment for overtime hours worked. All time shall be computed on the nearest quarter hour. Management shall approve and attempt to distribute overtime hours as equally as possible.

Sec. 2: A minimum of two (2) hours pay at their regular rate for each call back shall be allowed to all employees who are called back to work after having been released from their regular day's work. All hours worked shall be at time and one half (1.5) the employees regular rate. The Employee shall be paid from the time they are notified to come to work.

Sec. 3: Employees shall not be required to take time off to avoid payment of overtime.

Sec. 4: On Call:
Certain departments shall be assigned "On Call" duty. On Call is defined as being available for service work during all non-business hours.

On call duty shall be alternated. Employees are On Call for one week intervals ("call week"). The call week is defined as from end of regular workhours on Friday until start of regular workhours the following Friday.

Frequency of an employee being On Call is determined by the number of employees who are trained to take call. A call schedule shall be posted on a monthly calendar and posted in each department. In an emergency situation, all trained personnel shall be subject to call out. On call employees need to be within a reasonable response time of their location when On Call and shall be able to respond to the call promptly after they are notified.

Employees who are On Call are also required to be fit for duty. It is the responsibility of the employees who are On Call to be able to be contacted. If the employees On Call in a particular week are unavailable, all trained employees are subject to call out. Trading On Call shall be allowed.

Sec. 5: On Call Pay:

City employees who are required to pull call duty will be compensated with 3 hours of regular pay per week.

Sec. 6: Computation of Overtime:

Compensation of overtime pay shall be computed on the basis of the number of hours actually worked within the 40 hour work period. Leave time for sick leave, bereavement leave, funeral leave, leave due to weather related office closure, excused absence without pay, injury leave or jury duty leave shall not be considered when calculating hours worked. Other paid leave such as holidays, personal leave and vacation will be treated the same as hours worked. Overtime hours shall be reimbursed at a rate of one and one-half times the regular hourly rate.

ARTICLE 21

SPECIAL PROVISIONS

Sec. 1: Mutual Aid:

An employee who volunteers to work during an emergency on the property of another City shall be compensated at the employee's established rate and all contract provisions apply.

Sec. 2: Licenses and Fees:

The City shall pay the fees and dues for all licenses required as a term of employment. The City shall reimburse all employees that are required to have a Commercial Drivers License (CDL) the cost of the CDL and subsequent renewals while employed by the City.

Sec 3: Contracting Work:

The City agrees that none of the work covered in this Agreement shall be let to a contractor, the result of which causes a layoff of any regular full-time or part-time employee of the City.

Sec. 4: Travel Expenses For City Business:

All employees who are required to travel on City business shall receive payment of expenses incurred in accordance with provisions of the City's Administrative Regulations.

Sec. 5: Equipment:

The City shall furnish all tools and such protective equipment applicable to particular types of work, and it is the rule of the parties hereto that such equipment be used. The said items will remain the property of the City.

Sec. 6: Clothing Allowance:

Employees are provided a clothing allowance by the City at its discretion. Each employee that is covered by this agreement shall receive a minimum of \$ 300.00 per calendar year to buy or purchase boots or clothing for their job with the city.

Sec. 7: Mileage Reimbursement:

See City Administrative Regulations.

Sec. 8: Payday:

Pay periods for employees shall be every two weeks ending at midnight Sunday. Payday shall be Thursday following the close of the pay period or may be extended in the event of an emergency. When payday falls on a holiday, every effort will be made to pay the employees on the workday preceding the holiday.

Sec. 9: Tuition Reimbursement:

All Regular Full-Time employees are encouraged to attend courses and training opportunities that will enhance service to the citizens of Scottsbluff. The City has created a fund from which to reimburse tuition and training costs for full-time employees on a first come, first served basis. The following guidelines apply:

Prior to enrolling in a course, the employee must complete a Tuition Assistance Request form and submit it to the Department Head. The Department Head and Human Resources Director will make a recommendation to the City Manager for approval or denial.

Approval is based on the appropriateness of the course of study to the employee's position and duties, the potential for improving the department's and the employee's effectiveness, and the availability of budgeted funds, as determined by the Department Head, Human Resources Director, and the City Manager. A copy of the written approval will be submitted to the Human Resources Director for placement in the employee's file prior to undertaking coursework.

Reimbursement will be made at the completion of the course by the employee after receiving verification from the institution of course completion and that a grade of "C" or higher was received for the course. Employees eligible for reimbursement of tuition cost from any other private or public source are expected to avail themselves of those benefits first and it is the responsibility of the employee to provide Human Resources documentation of payment(s).

Reimbursement is limited to \$600.00 per fiscal year per individual who has met the qualifications of the program.

A copy of the transcript from the institution and documentation of payment shall be submitted to the Human Resources Director for placement in the employee's file.

Tuition assistance reimbursement will be required to be paid back based upon the following schedule:

- Employee's shall reimburse the City 75% of total monies paid to the employee as tuition assistance if the employee leaves City employment within the first year after receiving reimbursement.
- Employee's shall reimburse the City 50% of total monies paid to the employee as tuition assistance if the employee leaves City employment within the second year after receiving reimbursement.
- Employee's shall reimburse the City 25% of total monies paid to the employee as tuition assistance if the employee leaves City employment within the third year after receiving reimbursement.
- No reimbursement shall be required after the third year.

ARTICLE 22

RATE OF PAY

Sec. 1: The wages in effect during this Agreement are as set forth in Schedule A and B attached hereto.

ARTICLE 23

SCOPE OF AGREEMENT

Sec. 1: The parties mutually agree that this Agreement constitutes the entire Agreement and understanding concerning all proper subjects of collective bargaining for the duration of the contract between the parties and supersedes all previous agreements. This Agreement shall not be modified, altered, changed or amended in any respect unless in writing and signed by both parties. There are

no oral agreements nor is this Agreement based upon any oral representation covering the subject matter of this Agreement.

Sec. 2: This Agreement has been executed in accordance with the statutes and the laws of the State of Nebraska and the United States of America, and any dispute, disagreement, or litigation arising under this Agreement shall be adjudged in accordance with the statutes and laws of the State of Nebraska and of the United States of America.

Sec. 3: The parties agree that the negotiations preceding the signing of this Agreement included negotiations on all proper subjects of bargaining and that all negotiations were conducted in accordance with all applicable federal and state requirements.

ARTICLE 24

MANAGEMENT RIGHTS

Sec. 1: All Management rights, functions, responsibilities and authority not specifically limited by the express terms of this Agreement are retained by the Employer and remain exclusively within the rights of the Employer and nothing contained herein shall be construed or interpreted to restrict, limit or impair the rights, powers and authority of the Employer heretofore possessed and hereinafter granted by virtue of law, regulations or resolutions.

Sec. 2: This clause reserves to the employer the right to take unilateral action, with respect to certain terms and conditions of employment without an obligation to bargain with the Union about that action.

Sec. 3: In addition to all powers, duties, and rights of the Employer established by constitutional provision, statute, ordinance, charter, or special act, the Union recognizes the powers, duties, and rights which belong solely, exclusively, and without limitation to the Employer, and are not in conflict with this Agreement.

- a. The right to determine, effectuate and implement the objectives and goals of the City.
- b. The right to manage and supervise all operations and functions of the City.
- c. The right to determine services to be provided, including the right to establish, allocate, schedule, assign, modify, change, subcontract and discontinue City operations, work shifts and working hours.
- d. The right to establish, modify, change and discontinue work standards.

- e. The right to direct and arrange working forces including the right to hire, examine, classify, promote, train, transfer, assign, and retain employees; maintain discipline and control and use of City property; suspend, demote, discharge or take other disciplinary action against employees; and to relieve employees from duty due to lack of work, lack of funds, a decision to subcontract or discontinue City operations or other legitimate reasons.
- f. The right to increase, reduce, change, modify and alter the size and composition of the work force.
- g. The right to determine, establish, set and implement management organization policies of the City for the selection, training, transfer and reorganization of employees.
- h. The right to create, establish, change, modify and discontinue any City function or operation.
- i. The right to establish, implement, modify and change financial policies, budget control policies, accounting procedures, prices of goods or services, and public relations procedures and policies.
- j. The right to adopt, modify, change, enforce or discontinue any existing work rules, regulations, procedures and policies.
- k. The right to determine and enforce employee work abilities and quality and quantity standards.
- l. The right to establish the location of offices, including the establishment of new offices and the relocation and closing of old offices.
- m. The right to maintain order and efficiency.

The listing of the foregoing rights, powers and authority are not in any way intended to be exclusive, but are merely intended to illustrate the rights retained by the Employer.

ARTICLE 25

WORK RULES

The Employer may adopt rules and regulations for the operation of the City and the conduct of its employees; provided any such rules and regulations shall not conflict with any provisions of this Agreement or the laws of the State of Nebraska or the United States of America. Any terms or conditions not covered in this Agreement will be adhered to as currently written in the City Employee Handbook, except for Section 4 (Compensation – Benefits – Recognition), Section 5 (Leaves), and Section 6 (Training – Travel).

ARTICLE 26

SMOKING POLICY

Smoking is prohibited throughout Employer's facilities and vehicles.

ARTICLE 27

C.I.R. WAIVER

As a result of negotiations, and in consideration of this entire collective bargaining agreement, the Union, on behalf of all of its members, hereby knowingly, intelligently, and voluntarily waives its right to file any proceedings with the Nebraska Commission of Industrial Relations alleging lack of comparability with respect to any wages, fringe benefits or any other conditions of employment with respect to the time period between _____, through September 30, 2024.

ARTICLE 28

DURATION OF AGREEMENT

Sec. 1: This Agreement shall be in full force and effective upon ratification and execution of this Agreement to September 30, 2024, only.

Sec. 2: In the event either party to this Agreement provides sixty (60) days' written notice to the other prior to the expiration of this Agreement of a desire to meet for the purpose of negotiating a replacement contract, the party receiving such notice agrees to respond within (7) calendar days for the purpose of establishing mutually agreeable times and places for the commencement of bargaining on a replacement contract. In the event neither party provides notice to meet for the purpose of negotiating a replacement contract, the contract shall continue in full force.

ARTICLE 29

WAGE REOPENER

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

ARTICLE 30

SIGNATURE

The parties hereto have caused the Agreement to be executed by their proper officers hereunto duly authorized and effective as of the ____ day of _____.

CITY OF SCOTTSBLUFF

LOCAL 1597, I.B.E.W.

MAYOR

BUSINESS MANAGER

CITY MANAGER

SCHEDULE A

SCOTTSBLUFF SCHEDULE A

**effective date July 20, 2020 (pending council approval)*

JOB TITLE:

PAY SCALE BY POSITION

	A	B	C	D	E	L1	L2	L3
Maintenance Worker-Water	15.91	16.71	17.54	18.42	19.34	20.31	21.32	22.39
Maintenance Worker-Wastewater	15.91	16.71	17.54	18.42	19.34	20.31	21.32	22.39
Transportation-Motor Equipment Operator	15.25	16.01	16.81	17.65	18.54	19.46	20.44	21.46
Wastewater Plant Operator I	16.01	16.81	17.65	18.53	19.46	20.43	21.45	22.53
Water System Operator I	16.65	17.48	18.36	19.27	20.24	21.25	22.31	23.43
Heavy Equipment Operator - Transportation	16.57	17.40	18.27	19.18	20.14	21.15	22.21	23.32
Solid Waste Equipment Operator	16.33	17.15	18.00	18.90	19.85	20.84	21.88	22.98
Maintenance Mechanic	17.65	18.53	19.46	20.43	21.45	22.53	23.65	24.84
Wastewater Plant Operator II	18.53	19.46	20.43	21.45	22.52	23.65	24.83	26.07
Water System Operator II	19.20	20.16	21.17	22.23	23.34	24.50	25.73	27.02
Construction-Location Specialist	19.20	20.16	21.17	22.23	23.34	24.50	25.73	27.02
Lead Maintenance Mechanic	19.62	20.60	21.63	22.71	23.85	25.04	26.29	27.61
Stormwater Program Specialist	20.90	21.95	22.93	23.94	24.96	25.97	28.00	29.40

Step A shall be for a period of 6 months (intro period may be extended, if performance expectation hasn't been met during 6M training period)

Step B, C, D, E, L1 shall be for a period of 1 year (eligibility based on satisfactory performance review)

L2 shall be for a period of 2 years (eligibility based on satisfactory performance review)

L3 shall be for a period of 3 years (eligibility based on satisfactory performance review)

SCHEDULE B

Exceptional Merit Pay Increase:

Employees in a classified position are eligible for pay increases for exceptional meritorious service, provided the employee has occupied the position during an uninterrupted evaluation year. Such pay increases shall consist of one pay step more than normally granted the employee and must be recommended and justified in writing by the Department Head to the City Manager stating specific reasons for the recommendation.

Working out of Class:

Employees who are performing the primary duties of a higher classified position on a temporary basis, such as for the purpose of covering a supervisor's absence are eligible for additional compensation for working out of their classification. The employees may receive a one-step increase or 5% additional pay if the assignment which requires working out of class longer than two weeks. Assignments of this nature must be requested in written form and approved by City Manager, unless defined in the labor contract.

Pay Grades in Transfer:

If the City chooses to transfer an employee from one full-time position to another within the same department or from one department to another, the pay grade will be that called for by the new position, but not less than their current wage. The employee shall retain other benefits earned from the original date of employment by the City provided the employee is entitled to such benefits in the new position.

Pay Grades in Promotion or Demotion:

If an employee is promoted, the new pay grade shall be a rate of pay, as determined by the City Manager within the range of pay established for the grade to which that classification is assigned, but not less than their current wage. If an employee is demoted, the employee automatically assumes the pay range for the lower position in the step which the employee was holding in the previous position, provided the tenure with the City allows this step and it is a lower pay amount than earned prior to the demotion.

Reclassification:

In the event of a recommendation for a reclassification of a position covered by this agreement, the City and the Union shall negotiate the changes.

AGREEMENT

between

CITY OF SCOTTSBLUFF

and

**LOCAL UNION #1597
OF THE
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS**

AFL-CIO

July 20, 2020 to September 30, 2024

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PREAMBLE

This Agreement executed as of the ____ day of _____, by and between the City of Scottsbluff, hereinafter referred to as the "City" and Local Union No. 1597 of the International Brotherhood of Electrical Workers affiliated with the AFL-CIO hereinafter referred to as the "Union".

This Agreement, made and entered into, when signed by the proper officers of the City of Scottsbluff and Local Union #1597 and approved by the President of the International Brotherhood of Electrical Workers, shall become operative as of the ____ day of _____.

ARTICLE 1

RECOGNITION

Sec. 1: The City recognizes the Union as the exclusive bargaining agent for all regular full time and regular part time employees in the Public Works Department of the City of Scottsbluff, Nebraska to including, but not limited to the classified positions in the divisions of Transportation, Environmental Services, Wastewater, Water , and Central Garage; but excluding Seasonal, Temporary, Clerical Staff, Supervisors, Deputy Directors, Directors, Management and any employee in any other Department of the City of Scottsbluff as found in case #1464 of the Nebraska Commission of Industrial Relations.

Sec. 2: Exclusion of Management or Statutory Supervisor. The terms “management or statutory supervisor” mean any individual having authority, in the interest of the City, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment. The City and the Union are in agreement that employees employed as management or statutory supervisors shall be excluded from the bargaining unit.

Sec. 3: Exclusion of Confidential Employees. The term “confidential” employee means any individual who in the regular course of his duties works with, has access to, or possesses information relating to the City’s labor relations matters. The City and the Union are in agreement that employees employed in confidential positions shall be excluded from the bargaining unit.

Sec. 4: Exclusion of Temporary or Seasonal Employees. The term “temporary or seasonal employee” means any individual hired for a period of time not to exceed one (1) year. The City and the Union are in agreement that employees employed in temporary or seasonal positions shall be excluded from the bargaining unit.

Sec. 5: The City recognizes and shall not interfere with the right of its employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the City or any of its agents against any employee because of membership in the Union. The Union agrees not to intimidate or coerce employees into membership and shall not solicit union membership on employer’s time. Neither the City nor the Union will willfully, orally or in writing, make untruthful statements concerning the other party or its representative.

ARTICLE 2

DEFINITIONS

Sec. 1: For the purpose of this Agreement, the following definitions shall apply:

- a. **Introductory Employees:** All employees hired to fill a new position, or promoted, will be on an introductory status which extends for six (6) months from the date of hire or promotion. The introductory period may be extended for an additional six (6) month period.
- b. **Regular Full Time Employee:** An employee who has successfully completed the introductory period; is assigned to a position which is defined as regular full-time, working a shift schedule which will total no less than 2080 hours per year.
- c. **Regular Part Time Employee:** An employee who has successfully completed the introductory period and is assigned to a classified position working at least one-half the regular number of hours per pay period (minimum of 40 hours bi-weekly) for a department continuously for one year or longer.

ARTICLE 3

COMPLIANCE WITH THE LAW

Sec. 1: Nothing in this agreement shall be construed to require either party to the agreement to act in violation of any applicable State or Federal law or legal regulation, and in the event that any such conditions arises, it is agreed that this agreement shall be modified by mutual agreement in respect to either or both parties to the extent necessary to comply with such law or regulation.

Sec. 2: If any provisions of the contract or the application of the same shall be held invalid, the legality of the other provisions of the contract shall not be affected thereby.

ARTICLE 4

CONDUCT OF UNION AFFAIRS

Sec. 1: All employees including Union officers and representatives shall not conduct any Union activity or Union business during working hours and working areas except as specifically authorized by the provisions of this Agreement.

Sec. 2: Stewards shall be selected by the Union and function on behalf of the employees in the bargaining unit.

Sec. 3: All stewards referred to in this Agreement shall be full-time employees of the City.

Sec. 4: The City shall designate a bulletin board at a place where notices to bargaining unit employees are customarily placed by the City for the posting of official Union Notices. Material posted shall contain only factual information and shall not contain derogatory statements concerning the Employer or its employees or contain material likely to be considered offensive by the public who may be visiting or conducting business with the Employer. Material which, in the opinion of the Employer, is not in conformity with the above shall be called to the attention of a Union Representative, who will remove the material, pending a final decision as to whether the material violates this Article. Any material posted on the bulletin board shall bear signature and title of an authorized Union Representative. No materials shall be posted on any other bulletin board by either the Union or any employee of the bargaining unit without the prior approval of the Employer.

Sec. 5: Union Dues. The City upon receipt from the Union shall deduct the stated amount of dues from each employee's paycheck and forward that amount to the Union by the tenth day of the month following the month in which the deduction occurred. The City shall provide the Union with a report stating from whom and the amount deducted upon request.

Indemnification. The Union shall indemnify the City and hold it harmless against any and all claims, demands, lawsuits, or other forms of liability that may arise out of or by reason of any action taken by the City for the purpose of complying with the provisions of this section of the agreement.

ARTICLE 5

SAFETY AND WELLNESS COMMITTEE

The Union shall appoint the bargaining unit members to the City's Safety and Wellness Committee.

ARTICLE 6

GRIEVANCE AND ARBITRATION PROCEDURE

Sec. 1: Should any employee or the union have a grievance arising from the interpretation of a specific provision of this Agreement, such matter shall be exclusively resolved in accordance with the provision provided herein. It is also agreed between the parties that the alleged violation of a specific provision of the

Agreement, to be arbitrable, must have occurred during the term of this Agreement. It is also specifically agreed that this grievance procedure shall not be used to change any provision of this Agreement.

Sec. 2: Step 1: An employee believing he/she has a grievance shall notify and discuss the grievance with their Immediate Supervisor or his/her designee within fifteen (15) calendar days after the occurrence of the grievance. The employee may be accompanied by a union steward, if the employee desires. The Immediate Supervisor or his/her designee shall then have fifteen (15) calendar days to give a written response to the grievance and this response shall be given to the employee and Union Steward.

Step 2: A grievance not settled in Step 1 which the employee or the Union wishes to pursue further shall be placed in writing and signed by the employee or the Union within fifteen (15) calendar days from the Immediate Supervisor's answer and filed with the Department Director and Human Recourses Director. If such action is taken by the employee, he/she shall give notice to the Business Manager of the Union. The written grievance shall specify the contract provision violated by the City's action that caused the violation and the remedy requested. The Department Director or his/her designee shall, within fifteen (15) calendar days after receiving the grievance, meet with the Business Manager of the Local or his/her Designee in an attempt to resolve the dispute. The Department Director shall supply both the employee and the Business Manager of the Union his written response within ten (10) calendar days of this meeting.

Step 3: A grievance not settled in Step 2 which the employee or the Union wishes to pursue further shall be placed in writing and signed by the employee or the Union within fifteen (15) calendar days from the Department Director's answer and filed with the City Manager. If such action is taken by the employee, he/she shall give notice to the Business Manager of the Union. The written grievance shall specify the contract provision violated by the City's action that caused the violation and the remedy requested. The City Manager or his/her designee shall, within fifteen (15) calendar days after receiving the grievance, meet with the Business Manager of the Local or his/her Designee in an attempt to resolve the dispute. The City Manager shall supply both the employee and the Business Manager of the Union his written response within ten (10) calendar days of this meeting.

Step 4: If the Union or the employee decline to accept the City Manager's decision, and if the grievance remains unresolved, the employee or the union may within thirty (30) calendar days after receipt of the City Manager's response, request that such grievance be submitted to binding arbitration.

Sec. 3: The time limits provided for in this Article shall be strictly followed. No grievance shall be valid unless filed or appealed within the time limits

provided herein. Failure of the grieving party to meet the time limits provided for shall result in dismissal of the grievance. Failure of the other party to meet the time limits provided for shall result in settlement of the agreement according to the remedy sought by the grieving party. The parties may, however, by mutual Agreement extend the time limit at any step of the grievance procedure.

Sec. 4: ARBITRATION

Step 1: If Arbitration is requested by either party, an impartial Arbitrator shall be selected in the following manner. The Federal Mediation and Conciliation Service shall be requested to furnish a listing of five (5) available Arbitrators. From this listing, the City shall strike out two (2) names, and the Union shall strike out two (2) names. The remaining Arbitrator on the listing shall be designated to act as Arbitrator to the dispute.

Step 2: As soon as possible after the selection of the Arbitrator, the Arbitrator shall meet with the City and the Union to give due consideration to the dispute. A final and binding decision, in writing, from the Arbitrator shall be forwarded to both parties of the dispute as soon as reasonably possible after the final meeting concerning the dispute.

Sec. 5: EXPENSES OF ARBITRATION

The expense of the Arbitrator shall be split equally by the parties.

ARTICLE 7

LAYOFF AND RECALL

Sec. 1: The criteria set forth below shall be considered by the City Manager in selecting the employee(s) who will be subject to any layoff. The criteria are not listed in any order of priority.

- a. The employee meets policies and staffing needs of the City, together with related contracts, ordinances, and statutes;
- b. The knowledge, skills, and abilities of the employees affected;
- c. Performance of the employee affected, including recent appraisals and disciplining and evidence of efficiency and effectiveness; and
- d. Required federal, state, or local certifications or licenses.

Sec. 2: If, after consideration of the criteria listed above and there is no significant difference between or among employees being considered for layoff, the employee(s) with the longest uninterrupted service to the City shall be retained.

Sec. 3: In the event of a restoration of the workforce, employees will be recalled in the reverse order in which they were laid off.

ARTICLE 8

JOB POSTING

Sec. 1: The City will follow the guidelines of the Administration Regulations to ensure that recruitment and selection procedures are conducted in a manner that ensures compliance with contractual, legal and equal opportunity requirements. The Human Resources Director will administer and coordinate the recruitment and hiring process for all position vacancies.

Sec. 2: In-House Recruitment

An In-House Recruitment may be conducted when the Human Resources Director is notified that a current employee is interested in an open position. The Human Resources Director will notify all city departments of the In-House Recruitment in order to give all city employees the opportunity to apply. The Human Resources Director will determine a recruitment period and set a deadline date in which an application or a Letter of Interest must be submitted to the office of Human Resources.

ARTICLE 9

DISCHARGE AND TERMINATION OF EMPLOYMENT

Sec. 1: If it becomes necessary to discharge an employee, he/she shall be informed in writing of the action and a pre-termination hearing shall be held with the employee and the Union if requested.

1. The City reserves the right to discharge an Introductory Employee with or without cause, at any time up to the time that he/she has completed six (6) months of continuous service.

2. Regular Full-time and Regular Part-Time Employees may be discharged only for just cause.

ARTICLE 10

DISCIPLINE

In the event there is a need for an employee to be disciplined, the City shall follow a progressive discipline plan as found in the personnel manual.

ARTICLE 11

NO STRIKE AND LOCKOUT

Sec. 1: There shall be no lockouts, strikes, slowdowns, picketing, work stoppages or interferences with governmental service, including sympathy strikes, for any reason whatsoever during the period of this Agreement. No picket lines shall be observed during the life of this Agreement.

Sec. 2: The Union, its officers, agents and members agree that they will not authorize, ratify, permit, aid, assist, or participate in any strike, slow down, picket, work stoppage or interference with operations, including sympathy strikes, for any reason whatsoever. If any strike, slow down, picket, work stoppage or interference with governmental service, including a sympathy strike, occurs or is threatened, the Union agrees to use every means at its disposal to disavow, prevent and terminate such unauthorized action and to maintain full operations.

Sec. 3: Individual members of the bargaining unit violating this Article may be disciplined by the City with notice thereof to the Union. Such discipline may include discharge.

Sec. 4: The City and Union acknowledge that it is unlawful for any person:

- a. To hinder, delay, limit or suspend the continuity or efficiency of any governmental service or any governmental service in a proprietary capacity, or the service of any public entity, by lockout, strike, slowdown, or other work stoppage;
- b. To coerce, instigate, induce, conspire with, intimidate or encourage any person to participate in any lockout, strike, slowdown or other work stoppage, which would hinder, delay, limit or suspend the continuity or efficiency of any governmental service or governmental service in a proprietary capacity.
- c. To aid or assist any such lockout, strike, slowdown, or other work stoppage by giving direction or guidance in the conduct of any such lockout, strike, slowdown or other work stoppage or by providing funds for the conduct or direction thereof, or for the payment of

strike, unemployment or other benefits to those participating therein.

ARTICLE 12

HOLIDAYS

Sec. 1: Employees receive ten (10) paid holidays per year, as follows:

New Year's Day – January 1st
Martin Luther King, Jr. Day – 3rd Monday of January
President's Day – 3rd Monday of February
Memorial Day – Last Monday of May
Independence Day – July 4
Labor Day – 1st Monday of September
Veteran's Day – November 11th
Thanksgiving Day – 4th Thursday of November
Day after Thanksgiving Day – 4th Friday of November
Christmas Day – December 25th

Sec. 2: Regular full-time employees shall receive eight (8) hours regular pay for any holiday. Regular part-time employees shall receive four (4) hours of pay for any holiday.

- When the holiday falls on a Saturday, the preceding Friday will be observed as the official holiday. When the holiday falls on a Sunday, the following Monday will be observed as the official holiday.
- If an official holiday occurs during an employee's paid leave (vacation, sick leave, etc.), then the employee is considered to be on holiday leave for the day of the holiday, rather than any other type of leave.
- Unless excused by the City Manager, any employee who is not in a pay status on the working days immediately prior to and following a holiday, shall not receive pay for the holiday, unless such employee was absolutely unable to perform normal duty for reasons of illness, authorized leave, or other reasons determined by the City Manager to be sufficient.

ARTICLE 13

VACATION

Sec. 1: Regular full-time employees shall earn an annual amount of vacation as defined by the service years below:

One (1) to ten (10) years of service: 80 hours
Eleven (11) to fifteen (15) years of service: 120 hours
Sixteen (16) to twenty (20) years of service: 136 hours
After twenty (20) years of service: 160 hours

The established period of determining vacation accrual will be from the employee's original date of hire. Vacation credit earned by an employee cannot be transferred to another employee.

Vacation leave is accrued for all paid leaves, except injury leave. Vacation leave will not accrue while an employee is on leave of absence without pay. Accrued and unused vacation leave may be used to supplement sick leave if the employee has exhausted sick leave accruals.

Sec. 2: The maximum amount of accumulated vacation will not exceed 200 hours until the employee has achieved fifteen (15) years of service at which time the maximum increases to 240 hours.

Sec. 3: Regular part-time employees, who earn prorated vacation, may accrue vacation time at one-half the rate of full-time employees based on years of service to a maximum which shall be the same as a full-time employee.

Sec. 4: In order to be granted vacation leave, an employee must apply for same according to established Department procedures. The Department Director shall forward all vacation leave requests to the Human Resources Office. A request for vacation leave should be submitted at least two weeks prior to the effective date of the leave, if possible. Department Directors shall establish vacation schedules and take into account the seasonal demand upon their respective activities when setting up vacation schedules, and spread vacations over as wide a period as possible in order to avoid any marked reduction in available personnel.

All vacation leave taken must be shown on all payroll reporting and approved by a supervisor, or the Department Head and the Human Resource Director.

All vacation earned prior to the current pay period will be available for use, with the exception of introductory status employees during their trail/training period.

ARTICLE 14

SICK LEAVE

Sec. 1: Sick leave will accumulate at the rate of eight (8) hours per calendar month of service, or a total of 96 hours per year (pro-rated for regular part-time employees).

Sick leave is accrued for all paid leave. No employee shall earn sick leave while on leave without pay.

Sec. 2: Sick leave may be accumulated up to 720 hours.

Sec. 3: Accumulated sick leave shall be paid out to all employees at separation of employment that have fifteen consecutive years of service. Employees shall be paid for forty percent of unused and accrued sick leave, not to exceed the equivalent of four work weeks or 160 hours total.

Sec. 4: Sick leave will only be authorized in case of:

- Personal illness/injury.
- Immediate family illness/injury/death.
- Medical/dental appointments which cannot be scheduled outside of working hours.
- Sick leave may be used when an employee has a qualifying FMLA event that is not due to a serious health condition (i.e., birth, adoption, foster care).

For the purpose of sick leave usage, immediate family member is defined as a spouse, child, parent, in-law, and step relation – mother/father/son/daughter, or person living in the same household who is a legal or IRS defined dependent. The City Manager may grant the use of sick leave for other family members based on extenuating or emergency situations.

A Department Director may require a medical report from an employee's physician verifying the employee's ability to return to work or to verify illness of an employee out on sick leave for a period of three days or longer.

Sick leave taken must be shown on all payroll reporting and approved by supervisor, or Department Head and the Human Resource Director.

Sec. 5: Sick leave accumulated in excess of the maximum as of December 31 of any year may be converted to vacation leave at the rate of one additional hour of vacation leave for every three hours of unused sick leave, subject to the maximum vacation leave accrual limits. The converted hours shall be added to the regular vacation balance.

ARTICLE 15

SPECIAL LEAVE PROVISIONS

Sec. 1: The City shall grant leave of absence with pay to Regular Full-Time and Regular Part-Time Employees for the following reasons and subject to the applied restrictions.

A. Bereavement Leave.

Immediate Family: Regular Full-Time employees shall be granted bereavement leave of up to twenty-four (24) hours for the death of a member of the employees' immediate family and regular part-time employees shall be granted bereavement leave up to twelve (12) hours. The amount and type of leave granted will be based on travel and other circumstances. The funeral leave request shall be submitted in writing to the Human Resources Director by the department head and state the specific reason(s) and surrounding circumstance(s) for the requested leave time. The City Manager may authorize the amount and type of leave if circumstances or the travel distance from Scottsbluff warrants additional time.

Immediate Family shall be defined as Spouse, Child, Parent, Grandparent, and Grandchild, Brother, Sister.

In-law shall be defined as Son, Daughter, Parent, Grandparent, and Grandchild, Brother, Sister.

Step relation shall be defined as Son, Daughter, Parent, Grandparent, and Grandchild, Brother, Sister and Spouse's Step Siblings. In addition, a person living in the same household who is a legal or IRS defined dependent shall also qualify for the bereavement leave.

Funeral Leave – Others: Funeral leave may be used for any person not included under immediate family for Bereavement Leave. Regular Full-Time employees shall be granted eight (8) hours and Regular Part-Time employees shall be granted four (4) hours per calendar year. This leave may be used in 15-minute increments and once the employee has exhausted this leave in a calendar year, they will be required to use other paid leave to attend a funeral or memorial service.

City Employee: In the event of the death of a current or past City of Scottsbluff employee, the members of the individual's department may be granted leave from scheduled work hours to attend the funeral or memorial services with the prior approval of the Department Director. City employees from other departments may also be granted leave to attend

the services depending on minimum staffing requirements and with the prior approval of the Department Director and City Manager.

B. Jury Duty/Court Duty

Each employee shall notify his/her supervisor of anticipated jury duty or subpoena.

An employee will be granted leave to perform jury duty or answer a subpoena and while on leave, will be paid his/her regular base salary. At completion of jury duty or subpoena, the employee shall pay or endorse his/her compensation check to the City and shall retain the payment he/she receives for expenses incurred. It is the responsibility of the employee to provide Payroll with a copy of the check they received from the court.

If any employee elects to charge his/her time while attending jury duty or answering a subpoena to vacation, he/she may do so; however, in this instance, the employee will retain the checks for both compensation and expenses. In the event that jury duty falls outside of the employee's work schedule, the employee will be allowed to keep the court payment in full or at a prorated rate. The employee will be required to submit a copy of their work schedule and documentation of the dates they served on jury duty in order for the payroll department to determine the proper allowance.

Employees who are dismissed from duties described above before the City's normal quitting time shall return to their respective place of work for the remainder of the day.

Court appearances, as a witness on City business, will be counted as time worked. All other court appearances for personal business will be counted as vacation, limited to accumulated vacation leave.

d. Leave of Absence without Pay:

An employee may be granted a leave of absence for a specific period by the City Manager. Such leave may be granted only for very good reasons and except in unusual cases, will not be granted if it is for the profit or pleasure of the employee. Leaves of absence should be applied for at the earliest possible date. When this leave expires, the employee must report for work or be considered as absent without leave. Leave extensions should be requested prior to the end of the original leave unless there is an un-foreseeable emergency. Except for extended active military duty, a leave of absence and extensions of leave cannot exceed one year. Employees granted a leave of absence without pay will not accumulate fringe benefits during such leave. In order to continue participation in the

City's health and life insurance plans during a leave of absence, the employee must assume the entire cost of the insurance premium designated. Details are available from the Human Resources Director.

No sick leave, holiday vacation benefits or any other fringe benefits shall accrue while the employee is on leave of absence without pay. The employee's anniversary date shall be adjusted to reflect the length of the absence for the purposes of computing.

e. Military Leave:

Military leave shall be governed by Neb. Rev. Stat. Sections 55-160 through 55-166 (Reissue 2004) or as amended by the Legislature, and by the Uniformed Services Employment and Reemployment Rights Act.

f. Blood Bank Donations:

All regular full-time and regular part-time employees are encouraged to donate whole blood or plasma to the local Blood Bank. Employees will be paid for time off for volunteering to donate blood provided they have approval from their supervisor.

g. Family Medical Leave:

FMLA shall be administered in accordance with the Act as provided in 1993 or as amended and as described in the City's Personnel Manual.

h. Personal Day:

Each employee shall be granted 1 personal day (8 hours) per fiscal year. The personal day must be used and cannot be carried over.

ARTICLE 16

ON THE JOB ACCIDENTS

Sec. 1: The City shall maintain insurance to comply with Nebraska Worker's Compensation law as amended.

Sec. 2: If there is an on-the-job injury and the employee receives worker's compensation payments for the lost wages, the employee shall be allowed to use sick, vacation and personal leave so that the employee receives base pay equal to what he/she earned prior to the accident.

Sec. 3: The employee or the employee's representative must submit a medical report to the City Clerk/Risk Manager and Human Resources Director

which indicates whether the prognosis for recovery will allow the employee to return to his/her previous position or whether other duties may be possible. If, in the opinion of the physician, the employee is unable to return to his/her previous position with the City, the employee may be considered for any vacant position in the City for which he/she is qualified.

ARTICLE 17

EMPLOYEE BENEFITS

Sec. 1: Employee Health and Dental Insurance:

The City will provide health and dental insurance to regular full-time employees. Participation shall be subject to policies and procedures as established in the City Personnel Manual and/or Administrative Regulations. Employees are provided with information to assist in making plan and benefit selection. Union representatives will be invited (as non-voting members) to the Health Insurance Management Committee meeting to review plan year and be advised or recommendations made by the Health Insurance Committee which affect health/dental plans &/or premiums. The purpose of a union representative attending this meeting is to get immediate information about any changes to the plan.

Regular Part-Time employees are eligible to participate in the plan if they agree to a deduction from their pay for the entire amount of the premium for such coverage as designated by the City. Retired employees are not eligible to receive health benefits under the City's insurance program except as provided by COBRA.

If an employee is able to demonstrate that he/she or one of his/her dependents suffers from an illness or disease that is not covered by the City's health plan, and the employee has access to alternative primary coverage which does cover such illness or disease, the City Council may declare a hardship and permit such employee to apply a fixed dollar amount allowance, as determined by the City Council, from the City toward the purchase of such alternative primary coverage in place of the City health plan.

Sec. 2: Flexible Spending Program:

Regular full-time and regular part-time employees who have completed the introductory period are eligible to participate in the Flexible Spending Program. This program allows employees to use pre-tax dollars to pay for unreimbursed medical and dependent care expenses. Health and dental premiums for all employees will be deducted pre-tax through the payroll system. The program is governed by Section 125 of the Internal Revenue Code and more information is available from the Human Resources Director. Employees are eligible to enroll after they have successfully completed the introductory period or annually during the open enrollment period.

Sec. 3: Life Insurance

A \$30, 000 term life insurance policy is provided by the City for each full-time employee at the beginning of the first full month of service. The City pays the full premium for such insurance. Employees have the option to purchase additional supplemental insurance, provided the additional premium is paid entirely by the employee. Retired employees are not eligible to continue under the group life insurance and it is not transferable.

Sec. 4: Disability Insurance

Full-time general employees are eligible to participate in group long term disability insurance. Long term disability insurance provides employees a portion of their wages if they are injured or disabled and unable to work. Employees pay the entire premium and participation is optional for the coverage.

ARTICLE 18

RETIREMENT PLAN

Sec. 1: General City Employees' Retirement Plan:

Regular full-time employees must participate in the following retirement system plan as established by the City.

In addition to Federal Social Security, a pension plan has been established by Chapter 6, Article 5 of the Scottsbluff Municipal Code for the benefit of eligible full-time employees, excluding employees subject to the provisions of the police officers and firefighter's retirement systems. A general employee shall become eligible to participate in the Plan on the first day of the month following the completion of one year of continuous employment and having reached his/her 21st birthday. Three percent of the employee's earned income before taxes is withheld with an equal amount contributed by the City. In addition, employees may exercise an option to contribute an additional amount after taxes of up to ten percent of their income to the Plan. The City will provide an additional match equal to the amount of the Employee's Voluntary Contribution, but not to exceed three percent.

Sec. 2: Deferred Compensation

The City provides an option to regular full-time employees to invest a portion of their present earnings in a deferred compensation plan. This is an arrangement where a certain dollar amount can be designated by employees to be withheld from their paycheck and invested for payment at a later date, usually at retirement. Under this arrangement neither the deferred amount nor earnings on the investments are subject to current Federal income taxes until such time as the employee receives payment from the plan. Employees must contact their Human Resource Director to enroll. Deferred_Compensation is in addition to Social Security and retirement systems benefits the City provides.

ARTICLE 19

HOURS OF WORK

Sec. 1: The workweek shall consist of seven (7) consecutive days beginning at 12:01 a.m. on Monday and ending on the following Sunday at midnight.

Sec. 2: The regular workweek will be forty (40) hours per week, consisting of eight (8) consecutive hours worked during five (5) consecutive days, Monday through Friday. The Schedule shall be established by the division supervisor.

Sec. 3: Employees will be granted a fifteen (15) minute break once between starting time and meal break and once between the meal break and quitting time. Employees shall be granted a minimum of a half (½) hour meal break. The Departments shall determine the length of the meal break by mutual agreement.

Sec. 4: Employees will be paid in accordance with Schedule A of this Agreement for time spent traveling from headquarters to the job site, job site to job site, and job site to headquarters. Headquarters means the employee's regular established reporting place.

ARTICLE 20

OVERTIME, CALL BACK AND ON CALL

Sec. 1: All time worked by employees over 40 hours per work week shall be paid at the rate of one and one half (1.5) the employees base hourly rate of pay. Employees shall be allowed to use flex time at the employees choice in lieu of payment for overtime hours worked. All time shall be computed on the nearest quarter hour. Management shall approve and attempt to distribute overtime hours as equally as possible.

Sec. 2: A minimum of two (2) hours pay at their regular rate for each call back shall be allowed to all employees who are called back to work after having been released from their regular day's work. All hours worked shall be at time and one half (1.5) the employees regular rate. The Employee shall be paid from the time they are notified to come to work.

Sec. 3: Employees shall not be required to take time off to avoid payment of overtime.

Sec. 4: On Call:
Certain departments shall be assigned "On Call" duty. On Call is defined as being available for service work during all non-business hours.

On call duty shall be alternated. Employees are On Call for one week intervals ("call week"). The call week is defined as from end of regular workhours on Friday until start of regular workhours the following Friday.

Frequency of an employee being On Call is determined by the number of employees who are trained to take call. A call schedule shall be posted on a monthly calendar and posted in each department. In an emergency situation, all trained personnel shall be subject to call out. On call employees need to be within a reasonable response time of their location when On Call and shall be able to respond to the call promptly after they are notified.

Employees who are On Call are also required to be fit for duty. It is the responsibility of the employees who are On Call to be able to be contacted. If the employees On Call in a particular week are unavailable, all trained employees are subject to call out. Trading On Call shall be allowed.

Sec. 5: On Call Pay:

City employees who are required to pull call duty will be compensated with 3 hours of regular pay per week.

Sec. 6: Computation of Overtime:

Compensation of overtime pay shall be computed on the basis of the number of hours actually worked within the 40 hour work period. Leave time for sick leave, bereavement leave, funeral leave, leave due to weather related office closure, excused absence without pay, injury leave or jury duty leave shall not be considered when calculating hours worked. Other paid leave such as holidays, personal leave and vacation will be treated the same as hours worked. Overtime hours shall be reimbursed at a rate of one and one-half times the regular hourly rate.

ARTICLE 21

SPECIAL PROVISIONS

Sec. 1: Mutual Aid:

An employee who volunteers to work during an emergency on the property of another City shall be compensated at the employee's established rate and all contract provisions apply.

Sec. 2: Licenses and Fees:

The City shall pay the fees and dues for all licenses required as a term of employment. The City shall reimburse all employees that are required to have a Commercial Drivers License (CDL) the cost of the CDL and subsequent renewals while employed by the City.

Sec 3: Contracting Work:

The City agrees that none of the work covered in this Agreement shall be let to a contractor, the result of which causes a layoff of any regular full-time or part-time employee of the City.

Sec. 4: Travel Expenses For City Business:

All employees who are required to travel on City business shall receive payment of expenses incurred in accordance with provisions of the City's Administrative Regulations.

Sec. 5: Equipment:

The City shall furnish all tools and such protective equipment applicable to particular types of work, and it is the rule of the parties hereto that such equipment be used. The said items will remain the property of the City.

Sec. 6: Clothing Allowance:

Employees are provided a clothing allowance by the City at its discretion. Each employee that is covered by this agreement shall receive a minimum of \$ 300.00 per calendar year to buy or purchase boots or clothing for their job with the city.

Sec. 7: Mileage Reimbursement:

See City Administrative Regulations.

Sec. 8: Payday:

Pay periods for employees shall be every two weeks ending at midnight Sunday. Payday shall be Thursday following the close of the pay period or may be extended in the event of an emergency. When payday falls on a holiday, every effort will be made to pay the employees on the workday preceding the holiday.

Sec. 9: Tuition Reimbursement:

All Regular Full-Time employees are encouraged to attend courses and training opportunities that will enhance service to the citizens of Scottsbluff. The City has created a fund from which to reimburse tuition and training costs for full-time employees on a first come, first served basis. The following guidelines apply:

Prior to enrolling in a course, the employee must complete a Tuition Assistance Request form and submit it to the Department Head. The Department Head and Human Resources Director will make a recommendation to the City Manager for approval or denial.

Approval is based on the appropriateness of the course of study to the employee's position and duties, the potential for improving the department's and the employee's effectiveness, and the availability of budgeted funds, as determined by the Department Head, Human Resources Director, and the City Manager. A copy of the written approval will be submitted to the Human Resources Director for placement in the employee's file prior to undertaking coursework.

Reimbursement will be made at the completion of the course by the employee after receiving verification from the institution of course completion and that a grade of "C" or higher was received for the course. Employees eligible for reimbursement of tuition cost from any other private or public source are expected to avail themselves of those benefits first and it is the responsibility of the employee to provide Human Resources documentation of payment(s).

Reimbursement is limited to \$600.00 per fiscal year per individual who has met the qualifications of the program.

A copy of the transcript from the institution and documentation of payment shall be submitted to the Human Resources Director for placement in the employee's file.

Tuition assistance reimbursement will be required to be paid back based upon the following schedule:

- Employee's shall reimburse the City 75% of total monies paid to the employee as tuition assistance if the employee leaves City employment within the first year after receiving reimbursement.
- Employee's shall reimburse the City 50% of total monies paid to the employee as tuition assistance if the employee leaves City employment within the second year after receiving reimbursement.
- Employee's shall reimburse the City 25% of total monies paid to the employee as tuition assistance if the employee leaves City employment within the third year after receiving reimbursement.
- No reimbursement shall be required after the third year.

ARTICLE 22

RATE OF PAY

Sec. 1: The wages in effect during this Agreement are as set forth in Schedule A and B attached hereto.

ARTICLE 23

SCOPE OF AGREEMENT

Sec. 1: The parties mutually agree that this Agreement constitutes the entire Agreement and understanding concerning all proper subjects of collective bargaining for the duration of the contract between the parties and supersedes all previous agreements. This Agreement shall not be modified, altered, changed or amended in any respect unless in writing and signed by both parties. There are

no oral agreements nor is this Agreement based upon any oral representation covering the subject matter of this Agreement.

Sec. 2: This Agreement has been executed in accordance with the statutes and the laws of the State of Nebraska and the United States of America, and any dispute, disagreement, or litigation arising under this Agreement shall be adjudged in accordance with the statutes and laws of the State of Nebraska and of the United States of America.

Sec. 3: The parties agree that the negotiations preceding the signing of this Agreement included negotiations on all proper subjects of bargaining and that all negotiations were conducted in accordance with all applicable federal and state requirements.

ARTICLE 24

MANAGEMENT RIGHTS

Sec. 1: All Management rights, functions, responsibilities and authority not specifically limited by the express terms of this Agreement are retained by the Employer and remain exclusively within the rights of the Employer and nothing contained herein shall be construed or interpreted to restrict, limit or impair the rights, powers and authority of the Employer heretofore possessed and hereinafter granted by virtue of law, regulations or resolutions.

Sec. 2: This clause reserves to the employer the right to take unilateral action, with respect to certain terms and conditions of employment without an obligation to bargain with the Union about that action.

Sec. 3: In addition to all powers, duties, and rights of the Employer established by constitutional provision, statute, ordinance, charter, or special act, the Union recognizes the powers, duties, and rights which belong solely, exclusively, and without limitation to the Employer, and are not in conflict with this Agreement.

- a. The right to determine, effectuate and implement the objectives and goals of the City.
- b. The right to manage and supervise all operations and functions of the City.
- c. The right to determine services to be provided, including the right to establish, allocate, schedule, assign, modify, change, subcontract and discontinue City operations, work shifts and working hours.
- d. The right to establish, modify, change and discontinue work standards.

- e. The right to direct and arrange working forces including the right to hire, examine, classify, promote, train, transfer, assign, and retain employees; maintain discipline and control and use of City property; suspend, demote, discharge or take other disciplinary action against employees; and to relieve employees from duty due to lack of work, lack of funds, a decision to subcontract or discontinue City operations or other legitimate reasons.
- f. The right to increase, reduce, change, modify and alter the size and composition of the work force.
- g. The right to determine, establish, set and implement management organization policies of the City for the selection, training, transfer and reorganization of employees.
- h. The right to create, establish, change, modify and discontinue any City function or operation.
- i. The right to establish, implement, modify and change financial policies, budget control policies, accounting procedures, prices of goods or services, and public relations procedures and policies.
- j. The right to adopt, modify, change, enforce or discontinue any existing work rules, regulations, procedures and policies.
- k. The right to determine and enforce employee work abilities and quality and quantity standards.
- l. The right to establish the location of offices, including the establishment of new offices and the relocation and closing of old offices.
- m. The right to maintain order and efficiency.

The listing of the foregoing rights, powers and authority are not in any way intended to be exclusive, but are merely intended to illustrate the rights retained by the Employer.

ARTICLE 25

WORK RULES

The Employer may adopt rules and regulations for the operation of the City and the conduct of its employees; provided any such rules and regulations shall not conflict with any provisions of this Agreement or the laws of the State of Nebraska or the United States of America. Any terms or conditions not covered in this Agreement will be adhered to as currently written in the City Employee Handbook, except for Section 4 (Compensation – Benefits – Recognition), Section 5 (Leaves), and Section 6 (Training – Travel).

ARTICLE 26

SMOKING POLICY

Smoking is prohibited throughout Employer's facilities and vehicles.

ARTICLE 27

C.I.R. WAIVER

As a result of negotiations, and in consideration of this entire collective bargaining agreement, the Union, on behalf of all of its members, hereby knowingly, intelligently, and voluntarily waives its right to file any proceedings with the Nebraska Commission of Industrial Relations alleging lack of comparability with respect to any wages, fringe benefits or any other conditions of employment with respect to the time period between _____, through September 30, 2024.

ARTICLE 28

DURATION OF AGREEMENT

Sec. 1: This Agreement shall be in full force and effective upon ratification and execution of this Agreement to September 30, 2024, only.

Sec. 2: In the event either party to this Agreement provides sixty (60) days' written notice to the other prior to the expiration of this Agreement of a desire to meet for the purpose of negotiating a replacement contract, the party receiving such notice agrees to respond within (7) calendar days for the purpose of establishing mutually agreeable times and places for the commencement of bargaining on a replacement contract. In the event neither party provides notice to meet for the purpose of negotiating a replacement contract, the contract shall continue in full force.

ARTICLE 29

WAGE REOPENER

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

ARTICLE 30

SIGNATURE

The parties hereto have caused the Agreement to be executed by their proper officers hereunto duly authorized and effective as of the ____ day of _____.

CITY OF SCOTTSBLUFF

LOCAL 1597, I.B.E.W.

MAYOR

BUSINESS MANAGER

CITY MANAGER

SCHEDULE A

SCOTTSBLUFF SCHEDULE A

**effective date July 20, 2020 (pending council approval)*

JOB TITLE:

PAY SCALE BY POSITION

	A	B	C	D	E	L1	L2	L3
Maintenance Worker-Water	15.91	16.71	17.54	18.42	19.34	20.31	21.32	22.39
Maintenance Worker-Wastewater	15.91	16.71	17.54	18.42	19.34	20.31	21.32	22.39
Transportation-Motor Equipment Operator	15.25	16.01	16.81	17.65	18.54	19.46	20.44	21.46
Wastewater Plant Operator I	16.01	16.81	17.65	18.53	19.46	20.43	21.45	22.53
Water System Operator I	16.65	17.48	18.36	19.27	20.24	21.25	22.31	23.43
Heavy Equipment Operator - Transportation	16.57	17.40	18.27	19.18	20.14	21.15	22.21	23.32
Solid Waste Equipment Operator	16.33	17.15	18.00	18.90	19.85	20.84	21.88	22.98
Maintenance Mechanic	17.65	18.53	19.46	20.43	21.45	22.53	23.65	24.84
Wastewater Plant Operator II	18.53	19.46	20.43	21.45	22.52	23.65	24.83	26.07
Water System Operator II	19.20	20.16	21.17	22.23	23.34	24.50	25.73	27.02
Construction-Location Specialist	19.20	20.16	21.17	22.23	23.34	24.50	25.73	27.02
Lead Maintenance Mechanic	19.62	20.60	21.63	22.71	23.85	25.04	26.29	27.61
Stormwater Program Specialist	20.90	21.95	22.93	23.94	24.96	25.97	28.00	29.40

Step A shall be for a period of 6 months (intro period may be extended, if performance expectation hasn't been met during 6M training period)

Step B, C, D, E, L1 shall be for a period of 1 year (eligibility based on satisfactory performance review)

L2 shall be for a period of 2 years (eligibility based on satisfactory performance review)

L3 shall be for a period of 3 years (eligibility based on satisfactory performance review)

SCHEDULE B

Exceptional Merit Pay Increase:

Employees in a classified position are eligible for pay increases for exceptional meritorious service, provided the employee has occupied the position during an uninterrupted evaluation year. Such pay increases shall consist of one pay step more than normally granted the employee and must be recommended and justified in writing by the Department Head to the City Manager stating specific reasons for the recommendation.

Working out of Class:

Employees who are performing the primary duties of a higher classified position on a temporary basis, such as for the purpose of covering a supervisor's absence are eligible for additional compensation for working out of their classification. The employees may receive a one-step increase or 5% additional pay if the assignment which requires working out of class longer than two weeks. Assignments of this nature must be requested in written form and approved by City Manager, unless defined in the labor contract.

Pay Grades in Transfer:

If the City chooses to transfer an employee from one full-time position to another within the same department or from one department to another, the pay grade will be that called for by the new position, but not less than their current wage. The employee shall retain other benefits earned from the original date of employment by the City provided the employee is entitled to such benefits in the new position.

Pay Grades in Promotion or Demotion:

If an employee is promoted, the new pay grade shall be a rate of pay, as determined by the City Manager within the range of pay established for the grade to which that classification is assigned, but not less than their current wage. If an employee is demoted, the employee automatically assumes the pay range for the lower position in the step which the employee was holding in the previous position, provided the tenure with the City allows this step and it is a lower pay amount than earned prior to the demotion.

Reclassification:

In the event of a recommendation for a reclassification of a position covered by this agreement, the City and the Union shall negotiate the changes.

City of Scottsbluff, Nebraska

Monday, July 20, 2020

Regular Meeting

Item Reports3

**Council to discuss and consider action on the revised 2019-2020
Pay Resolution amending IBEW Eligible Employee wages.**

Staff Contact: Rick Kuckkahn, Interim City Manager

RESOLUTION NO. 20-07-03

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

1. That the following Pay Plan for officers and employees of the City of Scottsbluff, Nebraska employed in Classified Positions be approved September 3, 2019 and effective September 30, 2019.

**PAY SCHEDULE - GENERAL EMPLOYEES ONLY
HOURLY RATES (Based on 40 hour work week)**

<u>Grade</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>L1</u>	<u>L2</u>
2	\$9.08	\$9.54	\$10.02	\$10.52	\$11.05	\$11.60	\$12.18
3	\$9.54	\$10.02	\$10.52	\$11.05	\$11.60	\$12.18	\$12.79
4	\$10.02	\$10.52	\$11.05	\$11.60	\$12.18	\$12.79	\$13.43
5	\$10.52	\$11.05	\$11.60	\$12.18	\$12.79	\$13.43	\$14.11
6	\$11.05	\$11.60	\$12.18	\$12.79	\$13.43	\$14.11	\$14.81
7	\$11.60	\$12.18	\$12.79	\$13.43	\$14.11	\$14.81	\$15.56
8	\$12.18	\$12.79	\$13.43	\$14.11	\$14.81	\$15.56	\$16.33
9	\$12.79	\$13.43	\$14.11	\$14.81	\$15.56	\$16.33	\$17.15
10	\$13.43	\$14.11	\$14.81	\$15.56	\$16.33	\$17.15	\$18.00
11	\$14.11	\$14.81	\$15.56	\$16.33	\$17.15	\$18.00	\$18.90
12	\$14.81	\$15.56	\$16.33	\$17.15	\$18.00	\$18.90	\$19.85
13	\$15.56	\$16.33	\$17.15	\$18.00	\$18.90	\$19.85	\$20.84
14	\$16.33	\$17.15	\$18.00	\$18.90	\$19.85	\$20.84	\$21.88
15	\$17.15	\$18.00	\$18.90	\$19.85	\$20.84	\$21.88	\$22.97
16	\$18.00	\$18.90	\$19.85	\$20.84	\$21.88	\$22.97	\$24.12
17	\$18.90	\$19.85	\$20.84	\$21.88	\$22.97	\$24.12	\$25.33
18	\$19.85	\$20.84	\$21.88	\$22.97	\$24.12	\$25.33	\$26.59
19	\$20.84	\$21.88	\$22.97	\$24.12	\$25.33	\$26.59	\$27.92
20	\$21.88	\$22.97	\$24.12	\$25.33	\$26.59	\$27.92	\$29.31

BI-WEEKLY RATES - EXEMPT EMPLOYEES

<u>Grade</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>L1</u>	<u>L2</u>
18	\$1,584.80	\$1,664.05	\$1,747.25	\$1,834.61	\$1,926.34	\$2,022.66	\$2,123.79
19	\$1,664.05	\$1,747.25	\$1,834.61	\$1,926.34	\$2,022.66	\$2,123.79	\$2,229.99
20	\$1,747.25	\$1,834.61	\$1,926.34	\$2,022.66	\$2,123.79	\$2,229.99	\$2,341.48
21	\$1,834.61	\$1,926.34	\$2,022.66	\$2,123.79	\$2,229.99	\$2,341.48	\$2,458.56
22	\$1,926.34	\$2,022.66	\$2,123.79	\$2,229.99	\$2,341.48	\$2,458.56	\$2,581.49
23	\$2,022.66	\$2,123.79	\$2,229.99	\$2,341.48	\$2,458.56	\$2,581.49	\$2,710.56
24	\$2,123.79	\$2,229.99	\$2,341.48	\$2,458.56	\$2,581.49	\$2,710.56	\$2,846.09
25	\$2,229.99	\$2,341.48	\$2,458.56	\$2,581.49	\$2,710.56	\$2,846.09	\$2,988.39
26	\$2,341.48	\$2,458.56	\$2,581.49	\$2,710.56	\$2,846.09	\$2,988.39	\$3,137.81
27	\$2,458.56	\$2,581.49	\$2,710.56	\$2,846.09	\$2,988.39	\$3,137.81	\$3,294.69
28	\$2,581.49	\$2,710.56	\$2,846.09	\$2,988.39	\$3,137.81	\$3,294.69	\$3,459.43
29	\$2,710.56	\$2,846.09	\$2,988.39	\$3,137.81	\$3,294.69	\$3,459.43	\$3,632.40
30	\$2,846.09	\$2,988.39	\$3,137.81	\$3,294.69	\$3,459.43	\$3,632.40	\$3,814.02
31	\$2,988.39	\$3,137.81	\$3,294.69	\$3,459.43	\$3,632.40	\$3,814.02	\$4,004.72

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

HOURLY POSITIONS - GENERAL EMPLOYEES ONLY

<u>Grade</u>	<u>Class Titles</u>	<u>Grade</u>	<u>Class Titles</u>
7	Library Technician	13	Maintenance Worker – Parks, Cemetery
7	Waterpark Manager	15	Crew Leader
9	Building & Grounds Custodian	18	Utilities Administrative Coordinator
9	Compliance Officer	18	Account Clerk - Finance
10	Library Assistant	18	Admin. Assist. - Police Department
11	Record Technician	18	Cemetery Supervisor
11	Humane Officer	20	Fire Prevention Officer
12	Administrative Services Assistant	20	Code Administrator I
12	Administrative Records Technician	20	Deputy City Clerk
13	Account Clerk	20	Payroll Clerk/Benefit Administrator

EXEMPT POSITIONS
Professional, Administrative and Executive

<u>Grade</u>	<u>Class Titles</u>	<u>Grade</u>	<u>Class Titles</u>
18	Librarian	26	Deputy Director of Finance
19	Recreation Supervisor	26	Deputy Director of Public Works
20	GIS Analyst	27	Director of Economic Development
22	Transportation Supervisor	27	Police Captain
22	Water System Supervisor	27	Director of Human Resources
22	Wastewater Plant Supervisor	29	Director of Public Works
22	Environmental Services Supervisor	29	Fire Chief
22	Code Administrator II	30	Police Chief
23	Planning Administrator	31	Director of Finance
24	City Clerk/Risk Manager		
24	Library Director		
24	Emergency Management Director		
24	Park Supervisor		

3. That the following pay schedule for officers and employees in Unclassified Positions of the City is approved March 16, 2020 and effective March 16, 2020.

Seasonal and Part-Time Hourly Rates

<u>Class Title</u>	<u>Hourly Pay Schedule</u>						
	1	2	3	4	5	6	7
School Crossing Guard	\$9.20	\$9.70	\$10.20	\$10.40	\$10.60	\$10.80	\$11.00
Library Page	\$9.20	\$9.70	\$10.20	\$10.40	\$10.60	\$10.80	\$11.00
Laborer	\$9.20	\$9.70	\$10.20	\$10.40	\$10.60	\$10.80	\$11.00
Field Mt. Grdskpr	\$9.60	\$10.10	\$10.60	\$10.80	\$11.00	\$11.20	\$11.40
Waterpark Aide	\$9.20	\$9.70	\$10.20	\$10.40	\$10.60	\$10.80	\$11.00
Lifeguard*	\$9.60	\$10.10	\$10.60	\$10.80	\$11.00	\$11.20	\$11.40

*Lifeguard with Nebraska Certified Pool Operator's License & Assigned to the maintenance of the Waterpark facility will receive an additional \$.30 per hour.

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

4. The Pay Schedule for the positions of Firefighters, Fire Lieutenants and Fire Captains working a 56 hour week shall be the schedule approved in a Resolution adopted by the May and City Council on February 3, 2020 and effective February 3, 2020.

Class Title

Hourly Pay Schedule (56 Hour Week)

	1	2	3	4	5	6	7	8
Firefighter	\$14.44	\$15.16	\$15.92	\$16.72	\$17.55	\$18.43	\$19.35	\$20.33
Fire Lieutenant	\$16.60	\$17.44	\$18.30	\$19.22	\$20.18	\$21.20	\$22.25	\$23.37
Fire Captain	\$18.70	\$19.63	\$20.62	\$21.65	\$22.74	\$23.88	\$25.07	\$26.32

5. That the Pay Schedule for the position of Patrol Officer, Corporal and Police Sergeant shall be the Schedule approved in a resolution approved by the Mayor and City Council on March 16, 2020 to be effective March 16, 2020.

Class Title

Hourly Pay Schedule

	1	2	3	4	5	6	7	8
Patrol Officer	\$20.27	\$21.29	\$22.35	\$23.46	\$24.65	\$25.88	\$27.16	\$28.52
Police Corporal	\$21.96	\$23.07	\$24.22	\$25.43	\$26.70	\$28.04	\$29.44	\$30.91
Police Sergeant	\$24.22	\$25.43	\$26.70	\$28.04	\$29.44	\$30.91	\$32.46	\$34.08

7. That the following Pay Schedule for the above listed IBEW eligible positions of the City of Scottsbluff, Nebraska employed in Classified Positions be approved July 20, 2020 and Effective July 20, 2020.

Pay Schedule - IBEW Eligible Employees Only Hourly Rates (Based on 40 hour work week)

Class Title	Hourly Pay Schedule							
	A	B	C	D	E	L1	L2	L3
Transportation Motor Equip Opr	\$15.25	\$16.01	\$16.81	\$17.65	\$18.54	\$19.46	\$20.44	\$21.46
Transportation Heavy Equip Opr	\$16.57	\$17.40	\$18.27	\$19.18	\$20.14	\$21.15	\$22.21	\$23.32
Environmental Svcs Solid Waste Opr	\$16.33	\$17.15	\$18.00	\$18.90	\$19.85	\$20.84	\$21.88	\$22.98
Wastewater Maintenance Worker	\$15.91	\$16.71	\$17.54	\$18.42	\$19.34	\$20.31	\$21.32	\$22.39
Wastewater Plant Operator I	\$16.01	\$16.81	\$17.65	\$18.53	\$19.46	\$20.43	\$21.45	\$22.53
Wastewater Plant Operator II	\$18.53	\$19.46	\$20.43	\$21.45	\$22.52	\$23.65	\$24.83	\$26.07
Stormwater Program Specialist	\$20.90	\$21.95	\$22.93	\$23.94	\$24.96	\$25.97	\$28.00	\$29.40
Water Maintenance Worker	\$15.91	\$16.71	\$17.54	\$18.42	\$19.34	\$20.31	\$21.32	\$22.39
Water System Operator I	\$16.65	\$17.48	\$18.36	\$19.27	\$20.24	\$21.25	\$22.31	\$23.43
Water System Operator II	\$19.20	\$20.16	\$21.17	\$22.23	\$23.34	\$24.50	\$25.73	\$27.02
Water Construction Location Spec	\$19.20	\$20.16	\$21.17	\$22.23	\$23.34	\$24.50	\$25.73	\$27.02
Central Garage Maint Mechanic	\$17.65	\$18.53	\$19.46	\$20.43	\$21.45	\$22.53	\$23.65	\$24.84
Central Garage Lead Mechanic	\$19.62	\$20.60	\$21.63	\$22.71	\$23.85	\$25.04	\$26.29	\$27.61

8. Resolution No. 20-03-03 and all other resolutions in conflict with this resolution are repealed.

Passed and approved this 20th day of July, 2020

Mayor

ATTEST:

City Clerk

City of Scottsbluff, Nebraska

Monday, July 20, 2020

Regular Meeting

Item Reports4

Council to review and discuss the Contract with Waste Connections to provide waste disposal services to the City.

Staff Contact: Rick Kuckkahn, Interim City Manager

DISPOSAL SERVICE AGREEMENT

This Disposal Service Agreement (this “Agreement”) is entered into this ____ day of _____, 2020, by and between City of Scottsbluff, Nebraska, a municipality organized and existing under the laws of the State of Nebraska with an office at _____ (hereinafter referred to as “Customer”), and Waste Connections of Nebraska, Inc., a Delaware corporation, with an office at 710 Country Club Road, Gering, Nebraska 69341 (hereinafter referred to as “WC of NE”).

ARTICLE I DESIGNATED WASTES

During the term of this Agreement, subject to any periodic quantity or other limitation imposed by applicable federal, state, local or administrative law, rule, regulation, order, consent agreement, ordinance, permit (including, but not limited to, WC of NE’s transfer station operating permit with the Nebraska Department of Environmental Quality (“NDEQ”) or otherwise, WC of NE, during normal hours of operation, shall receive and dispose of all the non-hazardous municipal solid waste and recyclable material (collectively “Solid Waste”) as further set forth on Exhibit A attached hereto and incorporated herein by reference, excluding radioactive, volatile, corrosive, highly flammable, liquid, explosive, biomedical, infectious, biohazardous, pathological, toxic or hazardous material as defined by applicable federal, state or local laws or regulations (“Excluded Waste”), delivered by Customer or its agent to the WC of NE Transfer Station located at 710 Country Club Road, Gering, NE 69341 (the “Transfer Station”), and Customer shall deliver all of the Solid Waste it collects, or contracts with third parties to have collected, to the Transfer Station. Customer shall arrange to use the Transfer Station as its exclusive disposal facility for Solid Waste. The term “hazardous waste” as used herein shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and applicable state and local law.

Where requested by WC of NE, Customer shall, in addition to any labeling, placarding, marking, manifest or other such documentation required by law, provide WC of NE in advance, with a representative sample of the Solid Waste to be disposed at the Transfer Station and a detailed written physical and chemical analysis of the Solid Waste, including a listing of unique chemical characteristics and safety procedures, if any, that would be of material significance to the handling of such Solid Waste (together, a “Waste Profile”). Customer shall promptly furnish to WC of NE any information regarding known, suspected, or planned changes in composition of such Solid Waste, and Customer shall update the applicable Waste Profile accordingly. Customer warrants that all Solid Waste specified in a Waste Profile and delivered to WC of NE shall conform to the description set forth on the Waste Profile. Customer has a continuing obligation to inform WC of NE of any new information, or information not previously provided to WC of NE by Customer, which may affect the acceptability of the waste by WC of NE. Further, Customer shall comply with all WC of NE requests for evidence of Customer’s continuing compliance with the terms of the Agreement including but not limited to the following: (i) providing new, updated waste profiles on the Solid Waste(s) offered for disposal or, (ii) providing appropriate certification that the Solid Waste being offered for disposal is

accurately reflected by the appropriate application or, (iii) re-sample the Solid Waste at Customer's expense if reasonable cause exists as to its acceptability under the terms of this Agreement or, (iv) allow WC of NE to re-sample the Solid Waste if reasonable cause exists as to its acceptability under the terms of this Agreement (and Customer shall be responsible for all costs and expenses associated with such sampling if such waste is determined to be Excluded Waste), or (v) all of the above.

ARTICLE II TITLE

Title to the Solid Waste delivered to the Transfer Station by Customer or Customer's third party contractors shall be transferred to and vest in WC of NE at the time the Solid Waste is fully unloaded at the working face of the Transfer Station and Customer's vehicle has departed such working face. Prior thereto, title to the Solid Waste shall be in, and risks and responsibilities therefore shall be borne by, Customer. Title to Excluded Wastes shall at no time vest or be transferred to WC of NE, and shall at all times remain with Customer.

Notwithstanding the foregoing, in the event that any such Solid Waste is found at any time to be unacceptable waste under WC of NE's municipal solid waste permit with NDEQ, or such Solid Waste is suspected or found to be nonconforming with its description in the applicable Waste Profile, or is otherwise Excluded Waste, WC of NE shall have the right to revoke its acceptance of title to such waste material. Upon any such revocation of acceptance, Customer shall work with WC of NE to reasonably accomplish, at Customer's sole cost and in a timely fashion, the removal from the Transfer Station and/or otherwise lawful disposal of such Solid Waste. If Customer fails to timely cooperate with WC of NE to effect removal of the Excluded Waste or rejected waste material, Customer may arrange for the transportation and disposal of the Excluded Waste or rejected waste at a facility permitted to accept such wastes and Customer shall promptly reimburse Customer for all costs incurred by Customer in connection therewith.

ARTICLE III COMPLIANCE WITH LAWS

WC of NE and Customer shall comply with all applicable administrative, local, state, and federal laws, rules and regulations pertaining to the delivery and disposal of the Solid Waste. Customer shall also comply with work and safety rules, which have been promulgated by WC of NE to govern operations at the Transfer Station. This Agreement provides Customer with a license to enter the Transfer Station for the limited purpose of, and only to the extent necessary for, off-loading Solid Waste at the Transfer Station in the manner directed by WC of NE. Except in an emergency, Customer's personnel shall not leave the immediate vicinity of their vehicle. After off-loading the Solid Waste, Customer's personnel shall promptly leave the Transfer Station. Under no circumstances shall Customer or its personnel engage in any scavenging of waste or other materials at the Transfer Station. WC of NE reserves the right to make and enforce reasonable rules and regulations concerning the operation of the Transfer Station, the conduct of the drivers and others on the Transfer Station premises, quantities and sources of waste, and any other matters necessary or desirable for the safe, legal and efficient operation of the Transfer Station including, but not limited to, speed limits on haul roads imposed by WC of NE, and the wearing of hard hats and other personal protection equipment by all individuals allowed on the

Transfer Station premises. Customer agrees to conform to such rules and regulations as they may be established and amended from time to time. WC of NE may refuse to accept Waste from and shall deny an entrance license to, any of Customer's personnel whom WC of NE believes is under the influence of alcohol or other chemical substances. Customer shall be solely responsible for its employees and subcontractors performing their obligations in a safe manner when at the facility of WC of NE.

WC of NE shall have the right to inspect all vehicles and containers of waste haulers, including Customer's vehicles, in order to determine whether the waste is Solid Waste or Excluded Waste pursuant to this Agreement and all applicable federal, state and local laws, rules and regulations. WC of NE's exercise, or failure to exercise, its rights hereunder shall not operate to relieve Customer of its responsibilities or liability under this Agreement.

ARTICLE IV DISPOSAL RATES

The rates for disposal of the Solid Waste to be paid by Customer under this Agreement are set forth in Exhibit A. The rates in Exhibit A shall be subject to adjustments as set forth in Exhibit A and in this Article IV.

In addition to all rate adjustments provided for in Exhibit A, WC of NE, in its sole direction, may at any time adjust the rates to Exhibit A to fully cover costs arising from, relating to, or associated with (i) increases in WC of NE's fuel costs, (ii) the adoption of new, or changes in existing, federal, state, local or administrative laws, rules, regulations or regulatory requirements or guidelines (including changes in construction or interpretation thereof or changes in the manner of method of enforcement thereof), (iii) revocation, suspension, denial or modification of any permit, license or approval regarding use, operation or closure of the Transfer Station, and/or (iv) other costs or contingencies beyond WC of NE's reasonable control.

WC of NE will, however endeavor to notify Customer of an impending rate adjustment and indicate the reason for said adjustment at least thirty (30) days in advance of its implementation.

ARTICLE V TERM AND TERMINATION

The effective date of this Agreement is _____, 2020 (the "Effective Date"). The term of this Agreement shall run for a period of ten (10) years from the Effective Date, unless sooner terminated by the written consent from both parties, or as a result of an Event of Default, as defined below.

It shall constitute an "Event of Default" under this Agreement if either party breaches this Agreement or defaults in the performance of any of its obligations contained herein, and such breach or default shall continue for a period of thirty (30) days (ten (10) days in the event of nonpayment of amounts due and owing by Customer) after the breaching/defaulting party's receipt of written notice from the other party specifying such breach or default and requiring it to be remedied; provided, however, that if any such breach or default (except the nonpayment of amounts due and owing by Customer) cannot with due diligence be remedied by the breaching/defaulting party within such thirty (30) days, and such party commences to remedy

such breach or default within such thirty (30) day period and thereafter prosecutes such remedy with reasonable diligence, the period of time for remedy of such breach of default shall be extended so long as the breaching/defaulting party prosecutes such remedy with reasonable diligence, but in no event beyond sixty (60) days after receipt of the default notice. Following the occurrence of any Event of Default, the non-breaching party/defaulting party may terminate this Agreement and/or exercise any other remedy it may have under this Agreement, applicable law and principles of equity.

ARTICLE VI PAYMENT

Customer agrees to make payment within ten (10) days after receipt of invoice, which payment shall be submitted to the WC of NE office on such invoice. If WC of NE fails to make timely payment of an undisputed invoiced amount, WC of NE may suspend Customer's right to use the Transfer Station at any time and for such period of time as Customer remains delinquent in its payment obligations. WC of NE may impose and Customer agrees to pay a late fee as reasonably set by WC of NE for all past due payments, and interest on all past due payments at the rate of one and one-half percent (1½%) per month, provided that no such late fee or interest charge shall exceed the maximum rate allowed therefor by applicable law.

ARTICLE VII INDEMNITY / INSURANCE

Customer hereby agrees to indemnify and hold WC of NE and its employees and agents harmless from and against any and all loss, damage, liability, or expense (including, but not limited to, reasonable attorneys fees and related costs) arising out of any claim for loss of or damage to property, including WC of NE's property, and injuries to or death of persons, including Customer's or WC of NE's employees, caused by or resulting from the negligence or willful misconduct, breach of this Agreement or violation of any federal, state or local laws or regulations by Customer or its employees, agents or elected officials, or the delivery to the Transfer Station pursuant to this Agreement of Excluded Waste.

WC of NE hereby agrees to indemnify and hold Customer and its employees, agents and elected officials harmless from and against any and all loss, damage, liability, or expense (including, but not limited to, reasonable attorney fees and related costs) arising out of any claim for loss of or damage to property, including Customer's property, and injuries to or death of persons, including WC of NE's or Customer's employees, to the extent caused by or resulting from the negligence or willful misconduct of WC of NE, its employees or agents or WC of NE's violation of any federal, state or local laws or regulations.

The indemnity obligations set forth herein shall survive the expiration or earlier termination of this Agreement.

Each party shall maintain in full force and effect throughout the term of this Agreement the following types of insurance in at least the amounts specified below:

<u>Coverages</u>	<u>Minimum Amounts of Insurance</u>
Worker's Compensation	Statutory
Employer's Liability	\$500,000 each Bodily Injury by Accident \$500,000 policy limit Bodily Injury by Disease \$500,000 each occurrence Bodily Injury by Disease
General Liability	\$2,000,000 combined single limit
Automobile Liability	\$2,000,000 combined single limit

All insurance will be by insurers authorized to do business in the state in which the Transfer Station is located. Prior to Customer being allowed on Transfer Station premises, Customer shall provide each part shall provide the other with certificates of insurance. Customer warrants that it will secure the above minimum amounts of insurance from any subcontractor. Each party shall be named as additional insured under all of the other party's insurance policies, with the exception of workers' compensation policies. To the extent of each party's indemnification obligations hereunder, each party agrees to waive all rights of recovery by way of subrogation against the other party in connection with any claims and/or damages covered by any of the insurance policies required under this Section, and each party shall cause all such insurance policies to provide that the insurance company waives all right of recovery by way of subrogation against the other party in connection with any claims and/or damages covered by such policies.

ARTICLE VIII FORCE MAJEURE

Except for the obligation to pay for services rendered, neither party hereto shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, war, fire, acts of God, or the revocation, suspension, denial, surrender or modification of any permit, license or approval regarding use, operation or closure of the Transfer Station.

ARTICLE IX ASSIGNMENT

This Agreement is assignable, subject to the prior written consent of both parties, and shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns; provided, however, that no such consent shall be unreasonably withheld, conditioned or delayed, nor shall such consent be required in the event of WC of NE's assignment of this Agreement to an affiliate of WC of NE.

ARTICLE X ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between WC of NE and Customer with respect to Customer's disposal of Solid Waste at the Transfer Station, and supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to the subject matter hereof. No changes, alterations or modifications to this Agreement will be effective unless in writing and signed by WC of NE and Customer.

ARTICLE XII MISCELLANEOUS

Savings Clause. Invalidation of all or any portion of the provisions herein contained by law, judgment, or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Waivers. One or more waivers of any covenant or agreement contained herein by a party shall not be constructed as a waiver of a further breach of the same.

Captions. The captions and Article headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe neither the scope of this Agreement nor the intent of any provision thereof.

Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one agreement binding on the parties hereto. Facsimile copies of signature pages shall be deemed originals.

Governing Law. This Agreement shall be governed by the laws of the State of Mississippi, without regard to that state's conflicts of laws jurisprudence.

Attorneys Fees. In any dispute to enforce this Agreement, the prevailing party is entitled fully to recover its reasonably incurred costs, including reasonable attorneys' fees incurred in the enforcement of its rights hereunder. In determining which party is the "prevailing party," the Court must take into account the claims pursued, the claims on which the pursuing party was successful, the claims on which the defending party was successful, the amount of money sought, the amount of money awarded, and offsets or counterclaims pursued (successfully or unsuccessfully) by the other party. Notwithstanding the foregoing, if a written settlement offer or counteroffer is not accepted and the judgment or award finally obtained (not including costs and reasonable attorneys' fees) is equal to or more favorable than such offer, or counteroffer, then the offeror is deemed to be the prevailing party.

Notices: All notices or other communications to be given hereunder shall be in writing and shall be deemed given when mailed by registered or certified United States mail at the addresses first hereinabove written.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Disposal Service Agreement as of the date first above written.

WC of NE:

Customer:

**WASTE CONNECTIONS OF NEBRASKA,
INC.**

CITY OF SCOTTSBLUFF, NEBRASKA

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Attest:

Attest:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT A**SERVICE DETAIL / RATES FOR SOLID WASTE DISPOSAL****Service Detail**

The transfer station is available Monday thru Friday, from 7:00 a.m. to 4:00 p.m. Solid waste accepted at the transfer station will be transported to our Subtitle D regulated J Bar J Landfill located south of Ogallala in Perkins County, Nebraska. The landfill is licensed by the Nebraska Department of Environmental Quality as a municipal solid waste landfill. The landfill meets or exceeds all of the state design and operational criteria. The landfill is in full compliance with all of Title 132 (Solid Waste Rules and Regulations) and has no groundwater contamination or gas migration issues.

Rates

A) **Basic Disposal Price.** The basic disposal price paid by Customer to WC of NE for Solid Waste (excluding any special waste) delivered to the Transfer Station hereunder (the “Basic Disposal Price”) shall be Forty Three 00/100 Dollars (\$ 43.00) per Ton. The Basic Disposal Price does not include sales, use, refuse collection, solid waste taxes, or local program fees, if applicable, for which Customer shall be solely responsible. The disposal price for special waste shall be as agreed to between the parties from time to time.

B) **CPI Adjustment.** There shall be no escalation in the Basic Disposal until _____, 2021. On that date and each Year thereafter, the Basic Disposal Price shall be increased as follows:

The Basic Disposal Price automatically increase by one hundred percent (100%) of the actual percentage change in the Consumer Price Index for the Prior Rolling Twelve-Month Period (as defined below). The Consumer Price Index or “CPI-U” means the Consumer Price Index for All Urban Consumers, U.S. City Average, All Items, 1982-84=100, as prepared by the United States Department of Labor, Bureau of Labor Statistics (“BLS”), or its successor. If BLS designates an index with a new title or code number or table number as being the continuation of the index cited above, the new index will be used. Otherwise, the parties shall agree upon a new index. The “Prior Rolling Twelve Month Period” shall be calculated by establishing the CPI-U on each _____ as compared to the immediately preceding _____ during every year of the term.

City of Scottsbluff, Nebraska

Monday, July 20, 2020

Regular Meeting

Item Reports5

Council to discuss and consider action on an offer to purchase land for purposes of continuing the site evaluation for a possible landfill.

Staff Contact: Rick Kuckkahn, Interim City Manager

**SOLID WASTE DISPOSAL SITE EXPLORATION AGREEMENT
AND OPTION TO PURCHASE**

This Solid Waste Disposal Site Exploration Agreement and Option to Purchase (“Agreement”) is made and entered into this ____ day of ____, 2019~~20~~, by and between the City of Gering, Nebraska and the City of Scottsbluff, Nebraska (hereinafter “City”), ~~a~~both political subdivisions of the State of Nebraska with ~~its~~their principle office located at _____ AND _____, whose address is _____ (herein after “Landowner”). The term “Parties” as used herein refers to the City and the Landowner collectively.

WITNESSETH:

WHEREAS, City desires to enter onto the Property, described below, owned by Landowner, for the purposes of evaluating said Property for suitability as a new solid waste disposal site for the City ~~and~~ _____ (“desired use”); and

WHEREAS, if City concludes that the Property meets or exceeds the standards for solid waste disposal sites and is suitable for such use, City desires an option to purchase all or a portion of the described Property to locate a new solid waste disposal site thereon; and

WHEREAS, Landowner desires to enter into this ~~a~~Agreement and allow City to take such actions as more specifically described below to evaluate the Property for the desired use, and the Landowner desires to sell all or a portion of the Property described below for City’s desired use; and

NOW THEREFORE, in consideration of the above and mutual covenants and agreements contained herein, it is hereby agreed by and between the Parties as follows:

**ARTICLE 1
The Property**

The Property subject to this Agreement is described as follows:

(insert legal description)

(“Property”)

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**ARTICLE 2
Access to the Property and Activities on the Property**

Landowner hereby agrees that City, its staff, representatives, employees, designees, and contractors shall have full and unrestricted access to the Property for a period of one (1) year, beginning the date this Agreement is entered, to: (A.) conduct geotechnical investigations that may include drilling and constructing up to eight (8) ground water monitoring wells and twelve (12) soil borings; (B.) Conduct surveys to create a topographic site survey conducted by a Nebraska licensed surveyor which may utilize an unmanned aerial vehicle (“UAV”) if appropriate; (C.) Conduct a cultural resource survey to determine areas of historical significance;

Solid Waste Disposal Site Exploration
Agreement and Option to Purchase
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and (D.) Conduct a threatened and endangered species ("T&E") survey, including both flora and fauna, and mapping of critical habitat and vegetation types if necessary. Limited ATV use is allowed on the Property to complete the stated purposes.~~may be required.~~

ARTICLE 3

Option to Purchase

Landowner agrees and acknowledges that City shall have a sole and exclusive option and right to purchase the entire Property or parts of the Property such tracts of land as are necessary to accomplish its desired use. This option may be exercised at any time prior to the expiration of the one (1) year period of this Agreement.

ARTICLE 4

Compensation

City agrees to pay Landowner \$_____ to enter the Property and conduct and complete its evaluations to determine the suitability of the Property for the desired use. Payment to enter and access to the Property and conduct the evaluations has been made and is hereby acknowledged. Should the Property prove suitable for the desired use and City ~~wishes~~determines to exercise the option to purchase provision of this Agreement (Article 3), City shall pay \$_____ per acre of the Property land purchased for the location of a new solid waste disposal site. To determine the number of acres to be purchased, City shall pay all survey costs and expenses. Payment for the purchase of the ~~lands~~Property under the option to purchase shall be made at closing.

ARTICLE 5

Title, Conveyance, Insurance, and Closing Costs

If City ~~desires~~decides to exercise its option to purchase, the conveyance of title by Landowner shall be by Warranty Deed to City. The Warranty Deed shall include satisfactory representations and warranties of ~~sound~~marketable-title. City shall initiate the request for title insurance. The costs of title insurance shall be paid by City. If there are title defects, City may either (a) if defects cannot be cured by designated closing date, cancel this Agreement; (b) accept title as is, or (c) if defects are such that they can be remedied within a reasonable time, permit Landowner time to cure defects at City's expense.

The recording fees shall be the responsibility of City and the documentary stamp tax for the filing shall be the responsibility of Landowner.

ARTICLE 6

Taxes

The Landowner shall pay all real estate taxes levied against the Property for all years prior to the year of Closing along with all special assessments levied on the Property in full. The real estate taxes for the year of the Closing shall be prorated between the parties to the Closing Date based on the most recent tax statement available. The Landowner has not received any

Solid Waste Disposal Site Exploration
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~~notice of any special assessments which affect the Property and to the Landowner's knowledge, no such assessments are pending or contemplated. All taxes and general or special assessments levied or assessed against the Property, year 2019 and prior years, shall be paid by Landowner. All taxes and general or special assessments levied or assessed against the Property for the year 2019 shall be prorated to the date of Closing.~~

ARTICLE 7

Closing Date

The Closing Date of the sale shall be such date as mutually agreed between City and Landowner, but shall be within 30 days of the date the Landowner is sent written notification of the City's decision to exercise the option to purchase.

ARTICLE 8

Miscellaneous

8.1 **Interpretation.** The terms and conditions hereof represent the results of bargaining and negotiations between the Parties, and neither of which has acted under duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and conditions hereof shall be interpreted and construed in accordance with their usual and customary meanings, and the Parties hereby expressly waive and disclaim, in connection with interpretation and construction hereof, any rule of law or procedure requiring otherwise, specifically including, but not limited to, any rule of law to the effect that ambiguous or conflicting terms or conditions contained herein shall be interpreted or construed against the drafting party.

8.2 **Governing Law.** This Agreement shall be deemed to have been made and executed in the State of Nebraska and the validity, construction, interpretation, effect and enforcement thereof shall be governed by the laws of the State of Nebraska.

8.3 **Severability.** The various terms, provisions, and covenants herein contained shall be deemed to be separable and severable, and the invalidity or unenforceability of any of them shall in no manner affect or impair the validity or enforceability of the remainder thereof.

8.4 **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall in such event be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree to accept signatures transmitted by facsimile except on documents to be made a part of the public record.

8.5 **Assignment.** This Agreement shall not be assigned by City without the written consent of Landowner and any attempted assignment without such consent shall be void.

8.6 **Captions.** The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement and are not to be considered in interpreting this Agreement.

8.7 **Survival.** Subject to all of the terms, covenants, conditions, representations, warranties, indemnities and agreements contained in this Agreement shall survive and continue in force and effect and shall be enforceable for a period of ten (10) months after the closing.

Solid Waste Disposal Site Exploration
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8.8 **Entire Agreement and Amendments.** This Agreement, the exhibits and schedules attached hereto and other documents delivered pursuant to the provisions hereof, set forth the entire agreement between Landowner and City with respect to the transactions contemplated hereby or related thereto, superseding in all respects any and all prior oral or written agreements or understandings relating thereto. This Agreement shall be amended or modified only by a written instrument signed by both Landowner and City.

IN WITNESS WHEREOF, Landowner and City have caused this Agreement to be executed by duly authorized representatives as of the date first set forth above.

CITY OF GERING, NEBRASKA

_____,
LANDOWNER

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

CITY OF SCOTTSBLUFF, NEBRASKA

By: _____

Name: _____

Its: _____

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