



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

Regular Meeting
August 2, 2021
6:00 PM

1. **Roll Call**
2. **Pledge of Allegiance.**
3. **For public information, a copy of the Nebraska Open Meetings Act is available for review.**
4. **Notice of changes in the agenda by the city clerk** (Additions may not be made to this agenda less than 24 hours before the beginning of the meeting unless added under Item 5 of this agenda.)
5. **Citizens with business not scheduled on the agenda** (As required by state law, no matter may be considered under this item unless council determines that the matter requires emergency action.)
6. **Closed Session**
 - a) Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda as per Section 84-1410 of the Nebraska Revised Statutes.
7. **Scottsbluff Youth Council**
 - a) (informational only):
8. **Consent Calendar: (Items in the consent calendar are proposed for adoption by one action for all items unless any member of the council requests that an item be considered separately.)**
 - a) Council to approve the minutes of the July 19, 2021 Regular Meeting.
 - b) Council to approve the absence of Council Member Scanlan from the July 19, 2021 Regular Meeting.
 - c) Council to approve the absence of Council Member Green from the July 19, 2021 Regular Meeting.
 - d) Council to acknowledge a liability claim from Christopher Kelley that has been presented. The claim has been withdrawn and forwarded to the City's insurance carrier. Council will take no action on the claim.
9. **Claims**
 - a) Council to consider and take action on claims of the City.
10. **Resolution & Ordinances:**
 - a) Council to discuss and consider action passing Emergency Ordinance to repair and replace the main trunk line of the sanitary sewer into the Wastewater Treatment Plant,

- i) authorize the Mayor to sign the Ordinance and Proclamation and waive the three readings of the Ordinance because of the threat to public safety.
 - b) Council to discuss and consider action on a Resolution extending the date for written notice of termination in participation in the League Association of Risk Management (LARM) and consider the contribution credits for multi-year commitments.
- 11. **Reports from Staff, Boards & Commissions:**
 - a) Council to discuss and consider action on approving the Donation Agreement with Smith Properties and authorize the Mayor to sign the Agreement.
 - b) Council to discuss and consider action on the Roadway Surfacing Agreement with BNSF Railway Company and authorize the Mayor to sign the Agreement.
 - c) Council to review the funds cost estimates of items on the discretionary project list and discuss and consider action on those items.
- 12. **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.
- 13. **Adjournment.**

City of Scottsbluff, Nebraska

Monday, August 2, 2021

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, August 2, 2021

Regular Meeting

Item Youth Cou 1

(informational only):

Staff Contact:

City of Scottsbluff, Nebraska

Monday, August 2, 2021

Regular Meeting

Item Consent1

Council to approve the minutes of the July 19, 2021 Regular Meeting.

Staff Contact: City Council

The Scottsbluff City Council met in a regular meeting on July 19, 2021 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 16, 2021, in the Star Herald, a newspaper published and of general circulation in the City. The notice stated the date, hour and place of the meeting; that the meeting would be open to the public, that anyone with a disability desiring reasonable accommodations to attend the Council meeting should contact the City Clerk's Office, and that an agenda of the meeting kept continuously current was available for public inspection at the office of the City Clerk in City Hall; provided, the City Council could modify the agenda at the meeting if it determined that an emergency so required. A similar notice had been emailed to each council member, made available to radio stations KNEB, KMOR, KOAQ, and television stations KSTF and NBC Nebraska, and the Star Herald. The notice was also available on the city's website on July 16, 2021. Mayor McKerrigan presided and City Clerk Wright recorded the proceedings. The meeting was called to order and the Pledge of Allegiance was recited. Mayor McKerrigan 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: Jeanne McKerrigan, Jordan Colwell, and Terry Schaub. Also present were Deputy City Attorney John L. Selzer and City Manager Dustin Rief. Absent: Angela Scanlan and Nathan Green. Mayor McKerrigan asked if there were any changes to the agenda. There were no changes. Mayor McKerrigan 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 was none.

Moved by Council Member Schaub, seconded by Council Member Colwell,

- a) The minutes of the July 6, 2021 Regular Meeting be approved.
- b) Council Member Scanlan's absence at the July 6, 2021 Regular Meeting be excused
- c) Council Member Schaub's absence at the July 6, 2021 Regular Meeting be excused.
- e) A liability claim which was presented be acknowledged from Clarence Gealy, North Hampton Apartments, 3521 Avenue D, Scottsbluff, NE. The claim will be withdrawn and forwarded to the City's insurance carrier. "YEAS," Colwell, Schaub and McKerrigan. "NAYS," None. Absent: Scanlan and Green.

Moved by Council Member Schaub, seconded by Council Member Colwell, 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 19, 2021, as on file with the City Clerk and submitted to the City Council, "YEAS," n, Schaub, McKerrigan, and Colwell. "NAYS," None. Absent: Scanlan and Green.

CLAIMS

21ST CENTURY EQUIPMENT,LAWN MOWER,63046.06;3M COMPANY,PAVEMENT MARKING TAPE,7913.95;ACTION COMMUNICATIONS INC.,FACADE IMPROVEMENT GRANT,1299; ADVERTISING SPECIALTIES LLC,DEP. SUP.,2118.97;AE SERVICES, LLC,EQUIP MAINT PARK,400.85;AGUALLO PAUL SR,EMCO BOTTOM REPLACEMENTS X 17 CANS,3300;ALLO COMMUNICATIONS, LLC, LOCAL TELEPHONE CHARGES, 4141.9; AMAZON. COM HEAD QUARTERS,MISC.,1523.78;ANITA'S GREENSCAPING INC,CONT. SRVCS.,265;ASSOCIATED SUPPLY CO, INC,BLDG MAINT REC,1641.63;ASSURITY LIFE INSURANCE CO,LIFE

INSURANCE,32.95;AUTOZONE STORES, INC,CARB CLEANER,62.42;B & H INVESTMENTS, INC,DEP.SUP.-LIBRARY,345;B&CSTEELCORPORATION,BOTTOMS FOR DUMPSTERS,1740.63; BAKER & ASSOCIATES INC,23 CLUB IMPROVEMENTS,6536.9; BIBLIOTHECA LLC,BLDG. MAIN.,5372;BLACK HILLS GAS DISTRIBUTION LLC,MONTHLY ENERGY BILL,3304.99; BLUFFS FACILITY SOLUTIONS,REC. BRKFAST.,1902.03;BRUCE MEIER,EMS LEADERSHIP ACADEMY,159;CAPITAL BUSINESS SYSTEMS INC.,CONT. SRVCS.,577.63;CARR- TRUMBULL LUMBER CO, INC.,SUPPLIES - 23 CLUB,130.64;CASH WA DISTRIBUTING,CONCESSIONS REC,203.9;CELLCO PARTNERSHIP,CELL PHONES-PD,2494.55;CEM SALES & SERVICE,EQUIP MAINT REC,3694.71;CENTRAL STATES WIRE PRODUCTS INC.,BALE WIRE,2340;CITIBANK N.A.,DEPT SUPP PARK,867.54;CITIBANK, N.A.,HUSKY TOOL SET,397.03;CITY OF GERING,TRASH/RECYCLING DISPOSAL FEES,48210.44;CITY OF SCB,PETTY CASH ADM,190.52;CLARK PRINTING LLC,DEPT SUPPLIES,735.99;COMPUTER CONNECTION INC,CONTRACTUAL-PD,44;CONSOLIDATED MANAGEMENT COMPANY,SCHOOLS & CONF-PD,342.05;CONTRACTORS MATERIALS INC.,SUPP - LEVEL,506.85;CORE & MAIN LP,DEPT SUP,2885.78;CREDIT BUREAU OF COUNCIL BLUFFS,FEE - JUNE 2021,50;CROELL INC,CONCRETE FOR 23 CLUB,851.87;CULEK-SCHAEFFER ETHAN,CONTRACTUAL-PD,57.5; CYNTHIA GREEN,DEPT SUPP REC,479.52;DALE'S TIRE & RETREADING, INC.,TIRES FOR UNIT #812,3277.87;DAS STATE ACCOUNTING-CENTRAL FINANCE,MONTHLY LONG DISTANCE,55.49;DUANE E. WOHLERS,HAULING RECYCLING TO DENVER, CO,800;ELLIOTT EQUIPMENT COMPANY INC.,PARTS FOR 90 GALLON CANS,3721.5;ENERGY LABORATORIES, INC DEPT 6250,SAMPLES,162; FASTENAL COMPANY,DEPT SUPP CEM,3.51; FAT BOYS TIRE AND AUTO,EQUIP MAINT PARK,622.1;FEDERAL EXPRESS CORPORATION,POSTAGE,1561.62;FISHERWELL SERVICE, INC.,ELECTRICAL PARKS,7708.13; FLOYD'S TRUCK CENTER SCOTTSBLUFF,UNIT #824- A/C REPAIRS,4862.48;FRANCISCO'S BUMPER TO BUMPER INC,TOW SERVICE-PD,1540;FREMONT MOTOR SCOTTSBLUFF, LLC,VEH MAINT-PD,627.39; GALLS INC,UNIFORMS-PD,172.96;GRAY TELEVISION GROUP INC, CONTRACTUAL SVC, 2095; HAWKINS, INC., CHEMICALS, 13535.56; HONEY WAGON XPRESS,CONTRACTUAL PARK,450; HULLINGER GLASS & LOCKS INC.,LOCK REPAIR FOR SOUTH DOOR,1085.25;HYDROTEX PARTNERS, LTD,10W-30 & 5W40 OIL,3968.6;ICMA MEMBERSHIP RENEWALS,MEMBERSHIP RENEWAL - DUSTIN RIEF #675184,1200;IDEAL LAUNDRY AND CLEANERS, INC.,RUGS, SHOP TOWELS, MOPS,607.41;INDEPENDENT PLUMBING AND HEATING, INC,BLDG MAINT PARK,2061.41;INGRAM LIBRARY SERVICES INC,Coll.,301.73;INLAND TRUCK PARTS & SERVICE,ENGINE 1 ALIGNMENT AND PREVENTATIVE MAINTENANCE, 2215.43; INTERNAL REVENUE SERVICE, WITHHOLDINGS, 66785.06;INTERNATIONAL CODE COUNCIL, INC.,DEPT SUPP STREET,371;INTRALINKS, INC,CONTRACT SERVICES - JUNE 2021,11068.86;INVENTIVE WIRELESS OF NE, LLC,INTERNET,125.9; J G ELLIOTT CO.INC.,BOND-PD,70; JESSE LAURUHN,REIMBURSE FUEL FOR SEA DOO TRAINING,40;JOHN DEERE FINANCIAL,SUPP - TOOLS - WRENCHES,146.76;JOHN DEERE FINANCIAL,DEPT SUPP PARK,366.95;JOHN DEERE FINANCIAL,DEPT SUPP CEM,270.67;KAY PARK RECREATION CORPORATION,DEPT SUPP PARK,4968.72; KNOW HOW LLC,DEPT SUPPLIES & VEHICLE MTNC,981.03;KRIZ DAVIS,ELECTRICAL MAINT,89.37;LANDAUER, INC,EQUIP MAINT-PD,168.35;LEAGUE ASSOCIATION OF RISK MANAGEMENT,WORK COMP DEDUCTIBLES - 6/30/21,3855.79; LEE

BHM CORP,PUBLISHING,491.11;LEXISNEXIS RISK DATA MANAGEMENT,CONSULTING-PD,100;LORE BRIAN & LORI,CONTRACTUAL,1000;M.C. SCHAFF & ASSOCIATES, INC,ENG. SERV. FOR AVE. B OVERLAY PROJECT, 26749.5; MADISON NATIONAL LIFE, INSURANCE, 2500.06;MASEK DISTRIBUTING INC,EQUIP MAINT PARK,315.08;MATHESON TRI-GAS INC,RENT - MACHINES,64.62;MENARDS, INC,STRUCTURE-SHED,3276.35;MICHAELS CHRISTINE,SEWER CLAIMS,10392.13;MIDWEST CONNECT, LLC,UB PROCESSING - JUNE 2021,2499.23;MIRACLE RECREATION EQUIPMENT,GROUND MAINT PARK,798.83;MOBIUS COMMUNICATIONS COMPANY, EQUIPMENT, 10688.21; MUNIMETRIX SYSTEMS CORP, IMAGESILO - JUNE 2021,39.99; NE CHILD SUPPORT PAYMENT CENTER,NE CHILD SUPPORT PYBLE,1315.1; NE DEPT OF REVENUE,JUNE TAXES,54504.25;NE LAW ENFORCEMENT TRAINING CENTER,SCHOOLS & CONF-PD,13.2;NE LIBRARY COMMISSION,SBSCR.,2321.73; NEBRASKA RURAL WATER ASSOCIATION,MEMBERSHIPS,275;NEBRASKA MACHINERY CO,EQUIP MAINT,351.06; NEBRASKA MEMORIALS INC,DEPT SUPP CEM,135;NEBRASKA PUBLIC POWER DISTRICT, ELECTRIC, 63164.62; NEBRASKA RURAL RADIO ASSOCIATION, CONTRACTUAL SVC, 325; NEBRASKA STATE VOLUNTEER FIREFIGHTER'S ASSOCIATION, NSVFA MEMBERSHIP - MURPHY,10;NEBRASKALAND TIRE, INC,VEH MAINT-PD,1083.06; NEMNICH AUTOMOTIVE,REPAIR PICKUP - REPL. VALVE BODY ASSEM.,2564.29; NETWORKFLEET, INC,GPS SERVICE,286.04;NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF,DEPT SUP,889.79;ONE CALL CONCEPTS, INC,CONTRACTUAL,189.47; OREGON TRAIL PLUMBING, HEATING & COOLING INC,EQUIP MAINT REC,201;P.F. PETTIBONE & CO,MINUTE BOOK - CITY COUNCIL,147.95;PAIGE'S POSIES,CONTRACT SERVICES - BID - JUNE 2021,5635; PANHANDLE COOPERATIVE ASSOCIATION,FLEET FUEL-PROPANE& DIESEL,4196.27;PANHANDLE ENVIRONMENTAL SERVICES INC,CONTRACTUAL SVC, 706; PANHANDLE HUMANE SOCIETY, CONTRACTUAL, 5383.65; PAULREED CONSTRUCTION & SUPPLY, INC,23 CLUB BALLPARK IMPROVEMENTS,336413.23;PEPSI COLA OF WESTERN NEBRASKA, LLC,CONCESSIONS,584.6;PLATTE VALLEY BANK,HEALTH SAVINGS ACCOUNT, 10575.28; POOL EQUIP LLC, EQUIP MAINT REC, 6239.13; POWER PLAN, REPAIRS TO GRADER,1483.6;PT HOSE AND BEARING,DEPT SUP,2051.5;QUILL CORPORATION,INVEST/DEPT SUPPL-PD,1365.72; REAMS SPRINKLER SUPPLY CO.,GROUND MAINT PARK,2567.84;REGIONAL CARE INC,HEALTH INS. PREM. - JULY 2021,60663.45; REGISTER OF DEEDS,QUITCLAIM DEED,120;REZPLOT SYSTEM LLC,CONTRACTUAL,590; RIVERSIDE ZOOLOGICAL FOUNDATION,CONTRACTUAL,75000; ROOSEVELT PUBLIC POWER DISTRICT,ELECTRIC POWER,3279.02;ROSE DREW, INC,DEP. SUP.,29.06;RURAL HEALTH DEVELOPMENT, INC.,ECONOMIC DEV,6383.33;S M E C,EMPLOYEE DEDUCTION,240.27;SANDBERG IMPLEMENT, INC,DEPT SUPP PARK,2330.14;SCB COUNTY,DEPT CNTRCL SRVCS,75;SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,280;SCB IBEW 1597 UNION DUES,SCB IBEW 1597 UNION DUES,458.18;SCOTT WALTON,EQUIP MAINT PARK,291.04;SCOTTS BLUFF COUNTY,2ND YR. - PICTOMETRY 2020 FLIGHT,4486.66;SCOTTSBLUFF POLICE OFFICERS ASSOCIATION,POLICE EE DUES,975; SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC,UNIFORMS-PD,260;SHERIFF'S OFFICE,LEGAL FEES-PD,633.04;SHERWIN WILLIAMS,BLDG MAINT PARK,242.96;SIMMONS OLSEN LAW FIRM, P.C.,CONTRACTUAL,12773.79;SIMON CONTRACTORS,PAYMENT 1 FOR AVE. B MILL & OVERLAY PROJECT,105651.53;SIRSI CORPORATION,CONT. SRVCS.,1215.61;

SNELLSERVICESINC.,BLDG.MAIN.,2518.29;SOUNDSLEEPERSECURITY INC., CONTRACTUAL PD,14.95; STARR LEHL,POSTCARDS - NEW IN TOWN,129.21;STATE HEALTH LAB,SAMPLES,128;STATE OF NE.,CONTRACTUAL-PD,630;SUHOR INDUSTRIES, INC.,DEPT SUPP CEM,110; SWANK MOTION PICTURES INC,SPECIAL EVENT,465; THE MEAT SHOPPE INC,REC. BRKFST.,1288.8;THE PEAVEY CORP,INVEST SUPPL-PD,318.5;TOYOTA MOTOR CREDIT CORPORATION,HIDTA-CAR LEASE,343.53;TWIN CITY ROOFING & SHEETMETAL, INC,REPAIR - HAIL DAMAGE (SR. CENTER & TRANSP.HANGER),45506.32;UNION BANK & TRUST,RETIREMENT,39738.03;US BANK,FEE - GO HWY ALLOC. BOND 2018,800;US BANK,OFFICE CHAIRS FOR DAYROOM,5563.24;VAN PELT FENCING CO, INC,GROUND MAINT PARK,160;W & R INC,EQUIP MAINT REC,875.1; WALMART,REC. BRKFST.,482.08; WEBER TYLER,SCHOOLS & CONF-PD,65;WELLS FARGO BANK, N.A.,WAGE ATTACHMENT,96.47;WESTERN COOPERATIVE COMPANY,GROUND MAINT PARK,2010.07; WESTERN PATHOLOGY CONSULTANTS, INC,DOT RANDOM TEST - JUNE 2021,147.5; WESTERN TRAVEL TERMINAL, LLC,VEH MAINT-PD,576;WEX BANK,FLEET FUEL,22709.77; WITMER PUBLIC SAFETY GROUP,RAPID INTERVENTION BAG AND SEARCH ROPE,774.82; WRISTBANDS MEDTECH USA, INC.,DEPT SUPP REC,860.16;WYOMING CHILD SUPPORT ENFORCEMENT,CHILD SUPPORT,738.08;YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE,YMCA,731;REFUNDS; MIDWESTERN BEHAVIORAL HEALTH SERVICES, 288.53; JOSH VAN EPS, 3.10; ROBERT L FEIL, 22.42.

City Manager Rief presented the June 2021 Financial Report. He explained we have been expending quite a bit of money on projects as we are wrapping them up, specifically 23 Club and the Pathway.

Council Member Schaub moved, seconded by Council Member Colwell to approve the June 2021 Financial Report, "YEAS," McKerrigan, Schaub, and Colwell. "NAYS," None. Absent: Scanlan and Green.

Police Chief Kevin Spencer approached Council regarding the Community Festival Permit on August 3rd sponsored by the Scottsbluff Police Department for National Night Out 2021. Mr. Spencer stated this will be the 23rd year; it is a very well attended event with normal street closures. He anticipates a great turnout with many vendors participating this year. Council Member Schaub moved, seconded by Council Member Green to approve the Community Festival Permit for the Scottsbluff Police Department for National Night Out 2021 on the 1500 to 1900 Blocks of Broadway, August 3, 2021 from 6:00-8:00 p.m. including street closures and noise permit, "YEAS," Schaub, Colwell and McKerrigan. "NAYS," None. Absent: Scanlan and Green.

Mr. Chad Leeling and Mr. Geno Bolger came forward regarding a Special Designated Liquor License for The Stomping Ground, LLC d/b/a Shots Bar & Grill to serve beer at the 18th Street Plaza on August 21st for a UFC Fights event. Mr. Bolger stated this will be a MMA fight event for Legion Combat Sports; it will be their 35th show and also Mr. Bolger's retirement from the event. He explained he would like his sendoff to be at this location, since he lives in Scottsbluff. He also complimented the security of the Plaza, stating it would be the perfect spot because of the fencing around it and only two entry and exit points.

Police Chief Spencer approached Council after being asked about security. He explained three to four off duty officers have been hired to help. In addition, Mr. Bolger commented his security crew will include 12-13 people, as well as eight from Mr. Leeling.

Council Member Schaub made a motion, seconded by Council Member Colwell to approve a

Special Designated Liquor License for the Stomping Ground, LLC d/b/a Shots Bar and Grill to serve beer at the 18th Street Plaza on August 21, 2021 from 2:00 p.m. to 11:45 p.m. for UFC Fights event, “YEAS,” McKerrigan, Colwell, and Schaub. “NAYS,” None. Absent: Scanlan and Green.

City Manager Rief presented the application for the creation of an Agriculture Estate Dwelling Site from Frank Properties 2, LLC for property located at 240677 Highland Road. Mr. Rief explained this is to clean up land around the home property and expand the amount of land in the Agriculture Estate Dwelling, adding the major change is the address because it was not properly annotated originally.

Mr. Greg Schilz with MC Schaff came forward and explained the old property was .7 acres and was never recorded; that is why there is a need to do the official Ag Estate. The area is comprised of 2.81 acres with a remainder of approximately 158 acres. He added there is a small house on the southeast corner, which used to be a dwelling. There are no utilities present and it is basically a shed now.

Council Member Schaub moved, seconded by Council Member Colwell to approve the application for the creation of an Agriculture Estate Dwelling Site from Frank Properties 2, LLC for property located on 240677 Highland Road, Scottsbluff, NE and authorize the Mayor to sign the Certificate, “YEAS,” Colwell, Schaub, and McKerrigan. “NAYS,” None. Absent: Scanlan and Schab.

Mr. Rief approached Council regarding the application for the creation of an Agriculture Estate Dwelling Site from Kelly Becker (Kel Kim Farms, Inc.) for property located at 80497 CR 22. He explained this site is located a half mile north of the soccer fields and is similar to the previous agenda item.

Mr. Schilz from MC Schaff approached Council and stated the Ag Estate is 2.29 acres, the remainder being 38.41 acres. He added there is an issue with the AEDS as an existing structure crosses the section/property line, however the structure was built many years ago.

Council Member Colwell moved, seconded by Council Member Schaub to approve the application for the creation of an Agriculture Estate Dwelling Site from Kelly Becker (Kel Kim Farms, Inc.) for property located at 80497 CR 22, Scottsbluff, NE and authorize the Mayor to sign the Certificate, “YEAS,” Schaub, McKerrigan, and Colwell. “NAYS,” None. Absent: Scanlan and Green.

Regarding the Final Plat of Lots 1 & 2, Block 2, Webber Manor Fourth Addition, City Manager Rief explained this is a subdivision behind the old Albertsons building; the land is currently vacant and zoned C-2.

Council Member Schaub made a motion, seconded by Mayor McKerrigan to approve the Final Plat of Lots 1 & 2, Webber Manor Fourth Addition, situated in the Southeast Quarter of Section 14, Township 22 North, Range 55 West of the 6th P.M. Scotts Bluff County, NE and authorize the Mayor to sign Resolution No. 21-07-02, “YEAS,” McKerrigan, Schaub, and Colwell. “NAYS,” None. Absent: Scanlan and Green.

RESOLUTION NO. 21-07-02

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

WHEREAS, BE IT RESOLVED, the final plat of Lots 1 and 2, Block 2, Webber Manor Fourth Addition, an Addition to the City of Scottsbluff, situated in the SE1/4 of Section 14, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska, dated July 1, 2021, duly made, acknowledged and

certified, is approved and the Mayor is authorized to sign the Final Plat on behalf of the City of Scottsbluff, Nebraska. Such Final Plat is ordered to be filed and recorded in the office of the Register of Deeds, Scotts Bluff County, Nebraska.

Passed and approved this 19th day of July, 2021.

Mayor

ATTEST:

City Clerk

Mr. Rief presented the Amended Contract for Public Improvements with Smith Land Company, LLC for Blocks 1 & 2 Webber Manor Fourth Addition explaining this is for the public improvements proposed for the rest of the development, excluding the portion that is being subdivided.

Legal Counsel Selzer explained the Agreement is amended because it changes the parcel boundaries of the original Agreement.

Council Member Schaub moved, seconded by Council Member Colwell to approve the Amended Contract for Public Improvements with Smith Land Company, LLC for Blocks 1 & 2 Webber Manor Fourth Addition to the City of Scottsbluff and authorize the Mayor to sign the Amended Contract, "YEAS," Schaub, Colwell, and McKerrigan. "NAYS," None. Absent: Scanlan and Green.

Mr. Rief approached Council regarding the City of Façade Improvement Grant for Diamond Vogel Paints. He explained the CRA met last week and approved the application; staff is recommending approval. He also reminded Council there is approximately \$126,000 left in the fund and they are carrying this over to the next budget year.

Council Member Schaub moved, seconded by Council Member Colwell to approve the City of Scottsbluff Façade Improvement Grant to Diamond Vogel Paint, "YEAS," McKerrigan, Colwell, and Schaub. "NAYS," None. Absent: Scanlan and Green.

There were no meetings attended by Council Members to be addressed in Council Reports.

Council Member Schaub moved to adjourn the meeting at 6:18 p.m. This was seconded by Council Member Colwell, "YEAS," Colwell, Schaub, and McKerrigan. "NAYS," None. Absent: Scanlan and Green.

Mayor

Attest:

City Clerk

City of Scottsbluff, Nebraska

Monday, August 2, 2021

Regular Meeting

Item Consent2

Council to approve the absence of Council Member Scanlan from the July 19, 2021 Regular Meeting.

Staff Contact: City Council

City of Scottsbluff, Nebraska

Monday, August 2, 2021

Regular Meeting

Item Consent3

Council to approve the absence of Council Member Green from the July 19, 2021 Regular Meeting.

Staff Contact: City Council

City of Scottsbluff, Nebraska

Monday, August 2, 2021

Regular Meeting

Item Consent4

Council to acknowledge a liability claim from Christopher Kelley that has been presented. The claim has been withdrawn and forwarded to the City's insurance carrier. Council will take no action on the claim.

Staff Contact: Kim Wright, City Clerk

SORENSEN, HAHN, BROWNING & JUDY

Attorneys at Law
A Professional Corporation

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July 21, 2021

HAND DELIVERED

City of Scottsbluff
Attn: Kim Wright
2525 Circle Drive
Scottsbluff, NE 69361

RE: Notice of Political Subdivision Tort Claim of Christopher Kelley
Date of Injury: July 25, 2020
Claim Number: LARL10232A2

Ms. Wright:

I am writing today to present the claim of Christopher Kelley to the City of Scottsbluff for its consideration pursuant to the Political Subdivision Tort Claim Act. As I understand it, prior to my representation, Mr. Kelley was already in communication with representatives of The League Association of Risk Management on behalf of the City. While it is my hope that we can come to a resolution with your carrier, I send this notice to preserve my client's claim.

All tort claims under the Political Subdivisions Tort Claims Act and sections 16-727, 16-728, 23-175, 39-809, and 79-610 shall be filed with the clerk, secretary, or other official whose duty it is to maintain the official records of the political subdivision, or the governing body of a political subdivision may provide that such claims may be filed with the duly constituted law department of such subdivision. It shall be the duty of the official with whom the claim is filed to present the claim to the governing body.

On July 25, 2020, Mr. Kelley was injured in a motor vehicle collision when a police car driven by Nathan Genoways ran a red light striking his vehicle. The collision occurred at the intersection of Broadway and 20th Street. The collision was severe enough to total Mr. Kelley's pickup and caused bodily injury to Mr. Kelley. Mr. Kelley has received medical treatment for the injuries to the right side of his body from the collision.

As evidence for your consideration, Mr. Kelly submits the following documents: Accident Report; photographs of his vehicle; Automobile Accident Questionnaire from Chiropractic Concepts; and the PIP and Medical Payments Log from Nationwide Insurance. If

you would like any further information to evaluate Mr. Kelley's claim we will be happy to provide it upon request.

As you can imagine, a collision like this is a significant and traumatic experience and one that your carrier has significantly disregarded in its offer to settle the bodily injury. Under Nebraska law, the full measure of damages considers more than just the medical bills, but also the pain suffering and inconvenience caused by the negligent act. Therefore, we hereby make our demand for \$15,000 to settle Mr. Kelley's bodily injury claim.

Very truly yours,



Kyle J. Long

City of Scottsbluff, Nebraska

Monday, August 2, 2021

Regular Meeting

Item Claims1

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

Staff Contact: Liz Loutzenhiser, Finance Director



City of Scottsbluff, NE

Expense Approval Report

By Vendor Name

Post Dates 7/20/2021 - 8/2/2021

Description (Payable)	Account Name	Amount
Vendor: 08464 - 911 CUSTOM, LLC		
Fund: 111 - GENERAL		
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	22.11
Fund 111 - GENERAL Total:		22.11
Vendor 08464 - 911 CUSTOM, LLC Total:		22.11
Vendor: 00393 - ACTION COMMUNICATIONS INC.		
Fund: 641 - WATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	17.38
Fund 641 - WATER Total:		17.38
Vendor 00393 - ACTION COMMUNICATIONS INC. Total:		17.38
Vendor: 10222 - AGUALLO PAUL SR		
Fund: 621 - ENVIRONMENTAL SERVICES		
WELDED CANS X 16	DEPARTMENT SUPPLIES	1,600.00
Fund 621 - ENVIRONMENTAL SERVICES Total:		1,600.00
Vendor 10222 - AGUALLO PAUL SR Total:		1,600.00
Vendor: 03711 - AMAZON.COM HEADQUARTERS		
Fund: 111 - GENERAL		
DEPT SUPP ADM	DEPARTMENT SUPPLIES	349.99
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	37.30
Misc.	DEPARTMENT SUPPLIES	358.44
Misc.	COLLECTIONS	456.59
Fund 111 - GENERAL Total:		1,202.32
Vendor 03711 - AMAZON.COM HEADQUARTERS Total:		1,202.32
Vendor: 05044 - ASSOCIATED SUPPLY CO, INC		
Fund: 111 - GENERAL		
BLDG MAINT REC	BUILDING MAINTENANCE	1,231.12
Fund 111 - GENERAL Total:		1,231.12
Vendor 05044 - ASSOCIATED SUPPLY CO, INC Total:		1,231.12
Vendor: 00241 - BAKER & ASSOCIATES INC		
Fund: 111 - GENERAL		
CONTRACTUAL	CONTRACTUAL SERVICES	1,235.00
Fund 111 - GENERAL Total:		1,235.00
Vendor 00241 - BAKER & ASSOCIATES INC Total:		1,235.00
Vendor: 09716 - BLACK HILLS GAS DISTRIBUTION LLC		
Fund: 111 - GENERAL		
Monthly Energy Bill	HEATING FUEL	37.94
Monthly Energy Bill	HEATING FUEL	37.95
Monthly Energy Bill	HEATING FUEL	0.95
Monthly Energy Bill	HEATING FUEL	69.74
Monthly Energy Bill	HEATING FUEL	33.92
Monthly Energy Bill	HEATING FUEL	1,912.15
Fund 111 - GENERAL Total:		2,092.65
Fund: 212 - TRANSPORTATION		
Monthly Energy Bill	HEATING FUEL	26.17
Fund 212 - TRANSPORTATION Total:		26.17
Fund: 621 - ENVIRONMENTAL SERVICES		
Monthly Energy Bill	HEATING FUEL	35.90
Fund 621 - ENVIRONMENTAL SERVICES Total:		35.90

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Description (Payable)	Account Name	Amount
Fund: 641 - WATER		
Monthly Energy Bill	HEATING FUEL	123.73
Fund 641 - WATER Total:		123.73
Fund: 725 - CENTRAL GARAGE		
Monthly Energy Bill	HEATING FUEL	2.36
Fund 725 - CENTRAL GARAGE Total:		2.36
Vendor 09716 - BLACK HILLS GAS DISTRIBUTION LLC Total:		2,280.81
Vendor: 00405 - BLUFFS FACILITY SOLUTIONS		
Fund: 111 - GENERAL		
JANITORIAL SUPP PARK	JANITORIAL SUPPLIES	223.56
DEPT SUPP REC	DEPARTMENT SUPPLIES	10.36
JANITORIAL SUPP PARK	JANITORIAL SUPPLIES	88.31
JANITORIAL SUPP PARK	JANITORIAL SUPPLIES	97.00
DEPT SUPP REC	DEPARTMENT SUPPLIES	129.99
JANITORIAL SUPP PARK	JANITORIAL SUPPLIES	97.43
DEPT SUPP ADM	DEPARTMENT SUPPLIES	21.99
Jan. Sup.LIB	JANITORIAL SUPPLIES	159.00
JANITORIAL SUPP PARK	JANITORIAL SUPPLIES	10.00
JANITORIAL SUPP PARK	JANITORIAL SUPPLIES	205.31
Fund 111 - GENERAL Total:		1,042.95
Fund: 212 - TRANSPORTATION		
SUPP - HAND TOWELS PW	DEPARTMENT SUPPLIES	234.39
Fund 212 - TRANSPORTATION Total:		234.39
Fund: 621 - ENVIRONMENTAL SERVICES		
BREAKROOM SUPPLIES ES	DEPARTMENT SUPPLIES	112.98
Fund 621 - ENVIRONMENTAL SERVICES Total:		112.98
Vendor 00405 - BLUFFS FACILITY SOLUTIONS Total:		1,390.32
Vendor: 10144 - CAMPBELL DAVID		
Fund: 631 - WASTEWATER		
ADV TRAVEL	SCHOOL & CONFERENCE	224.00
Fund 631 - WASTEWATER Total:		224.00
Vendor 10144 - CAMPBELL DAVID Total:		224.00
Vendor: 00735 - CAPITAL BUSINESS SYSTEMS INC.		
Fund: 212 - TRANSPORTATION		
COPIER CHARGES	CONTRACTUAL SERVICES	11.40
Fund 212 - TRANSPORTATION Total:		11.40
Fund: 621 - ENVIRONMENTAL SERVICES		
COPIER CHARGES	CONTRACTUAL SERVICES	11.40
Fund 621 - ENVIRONMENTAL SERVICES Total:		11.40
Vendor 00735 - CAPITAL BUSINESS SYSTEMS INC. Total:		22.80
Vendor: 00055 - CARR- TRUMBULL LUMBER CO, INC.		
Fund: 111 - GENERAL		
SUPPLIES - 23 CLUB SHED	STRUCTURES	62.60
Fund 111 - GENERAL Total:		62.60
Vendor 00055 - CARR- TRUMBULL LUMBER CO, INC. Total:		62.60
Vendor: 00787 - CASH WA DISTRIBUTING		
Fund: 111 - GENERAL		
CONCESSIONS	CONCESSION SUPPLIES	402.15
Fund 111 - GENERAL Total:		402.15
Vendor 00787 - CASH WA DISTRIBUTING Total:		402.15
Vendor: 07911 - CELLCO PARTNERSHIP		
Fund: 111 - GENERAL		
CELLULAR PHONE JUNE AND JU...	CELLULAR PHONE	655.71

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Description (Payable)	Account Name	Amount
CELL PHONES-PD	PHONE & INTERNET	1,311.80
Fund 111 - GENERAL Total:		1,967.51
Vendor 07911 - CELLCO PARTNERSHIP Total:		1,967.51
Vendor: 02396 - CITIBANK N.A.		
Fund: 111 - GENERAL		
SHIP AED BATTERY FOR REFURB... POSTAGE		12.71
DEPT SUPP PARK	DEPARTMENT SUPPLIES	48.40
DEPT SUPP	DEPARTMENT SUPPLIES	64.99
DEPT SUPPLIES	DEPARTMENT SUPPLIES	64.99
TONER AND BINDER	DEPARTMENT SUPPLIES	104.87
Fund 111 - GENERAL Total:		295.96
Fund: 212 - TRANSPORTATION		
SUPP - PRINTER PAPER	DEPARTMENT SUPPLIES	53.99
POSTAGE - MAIL TO GENERAL T... POSTAGE		12.53
Fund 212 - TRANSPORTATION Total:		66.52
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	36.99
DEPT SUPP CEM	DEPARTMENT SUPPLIES	-36.99
Fund 213 - CEMETERY Total:		0.00
Fund: 621 - ENVIRONMENTAL SERVICES		
INK FOR ANTHONYS PRINTER	DEPARTMENT SUPPLIES	122.94
Fund 621 - ENVIRONMENTAL SERVICES Total:		122.94
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	211.29
Fund 641 - WATER Total:		211.29
Fund: 661 - STORMWATER		
DEPT SUP	DEPARTMENT SUPPLIES	5.99
Fund 661 - STORMWATER Total:		5.99
Vendor 02396 - CITIBANK N.A. Total:		702.70
Vendor: 10291 - CLEARSPAN FABRIC STRUCTURES INTERNATIONAL INC		
Fund: 621 - ENVIRONMENTAL SERVICES		
COMPOST FACILITY PAD STRUC... STRUCTURES		109,722.34
Fund 621 - ENVIRONMENTAL SERVICES Total:		109,722.34
Fund: 631 - WASTEWATER		
STRUCTURE	STRUCTURES	109,722.34
Fund 631 - WASTEWATER Total:		109,722.34
Vendor 10291 - CLEARSPAN FABRIC STRUCTURES INTERNATIONAL INC Total:		219,444.68
Vendor: 03010 - COLONIAL LIFE & ACCIDENT INSURANCE COMPANY		
Fund: 713 - CASH & INVESTMENT POOL		
SUPPLEMENTAL LIFE INS	LIFE INS EE PAYABLE	22.75
Fund 713 - CASH & INVESTMENT POOL Total:		22.75
Vendor 03010 - COLONIAL LIFE & ACCIDENT INSURANCE COMPANY Total:		22.75
Vendor: 02995 - CONSOLIDATED MANAGEMENT COMPANY		
Fund: 111 - GENERAL		
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	93.42
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	76.19
Fund 111 - GENERAL Total:		169.61
Vendor 02995 - CONSOLIDATED MANAGEMENT COMPANY Total:		169.61
Vendor: 00267 - CONTRACTORS MATERIALS INC.		
Fund: 111 - GENERAL		
GROUND MAINT PARK	GROUNDS MAINTENANCE	54.88
Fund 111 - GENERAL Total:		54.88
Fund: 212 - TRANSPORTATION		
SUPP - BARRICADE LIGHTS & SA... DEPARTMENT SUPPLIES		508.27
SUPP - CHALK & PAINT MARKERS DEPARTMENT SUPPLIES		18.62

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Description (Payable)	Account Name	Amount
SUPP - STAKES, PAINT MARKER	DEPARTMENT SUPPLIES	66.64
SUPP - GROOVER	DEPARTMENT SUPPLIES	42.12
SUPP - ADA PANELS	STREET REPAIR SUPPLIES	122.50
Fund 212 - TRANSPORTATION Total:		758.15
Fund: 621 - ENVIRONMENTAL SERVICES		
GREASE GUN HOSE	DEPARTMENT SUPPLIES	169.21
Fund 621 - ENVIRONMENTAL SERVICES Total:		169.21
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	367.01
Fund 641 - WATER Total:		367.01
Vendor 00267 - CONTRACTORS MATERIALS INC. Total:		1,349.25
Vendor: 09767 - CROELL INC		
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	276.87
Fund 641 - WATER Total:		276.87
Vendor 09767 - CROELL INC Total:		276.87
Vendor: 07689 - CYNTHIA GREEN		
Fund: 111 - GENERAL		
DEPT SUPP ADM	DEPARTMENT SUPPLIES	9.79
DEPT SUPP ADM	DEPARTMENT SUPPLIES	9.79
DEPT SUPP ADM	DEPARTMENT SUPPLIES	179.99
DEPT SUPP CC	DEPARTMENT SUPPLIES	19.86
Fund 111 - GENERAL Total:		219.43
Fund: 224 - ECONOMIC DEVELOPMENT		
DEPT SUPP ED	DEPARTMENT SUPPLIES	59.94
Fund 224 - ECONOMIC DEVELOPMENT Total:		59.94
Vendor 07689 - CYNTHIA GREEN Total:		279.37
Vendor: 03321 - DALE'S TIRE & RETREADING, INC.		
Fund: 111 - GENERAL		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	46.00
VEH MAINT PARK	VEHICLE MAINTENANCE	28.50
Fund 111 - GENERAL Total:		74.50
Fund: 621 - ENVIRONMENTAL SERVICES		
FLEET TIRE REPAIRS	VEHICLE MAINTENANCE	2,230.94
FLEET TIRE REPAIRS	VEHICLE MAINTENANCE	2,118.58
Fund 621 - ENVIRONMENTAL SERVICES Total:		4,349.52
Vendor 03321 - DALE'S TIRE & RETREADING, INC. Total:		4,424.02
Vendor: 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE		
Fund: 111 - GENERAL		
Monthly Long Distance	PHONE & INTERNET	13.81
Monthly Long Distance	PHONE & INTERNET	6.65
Monthly Long Distance	PHONE & INTERNET	4.25
Monthly Long Distance	PHONE & INTERNET	3.15
Monthly Long Distance	PHONE & INTERNET	12.09
Monthly Long Distance	PHONE & INTERNET	32.58
Monthly Long Distance	PHONE & INTERNET	46.54
Monthly Long Distance	PHONE & INTERNET	17.62
Monthly Long Distance	PHONE & INTERNET	2.35
Monthly Long Distance	PHONE & INTERNET	2.56
Fund 111 - GENERAL Total:		141.60
Fund: 212 - TRANSPORTATION		
Monthly Long Distance	PHONE & INTERNET	7.91
Fund 212 - TRANSPORTATION Total:		7.91

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Description (Payable)	Account Name	Amount
Fund: 213 - CEMETERY		
Monthly Long Distance	PHONE & INTERNET	8.45
Fund 213 - CEMETERY Total:		8.45
Fund: 224 - ECONOMIC DEVELOPMENT		
Monthly Long Distance	PHONE & INTERNET	14.37
Fund 224 - ECONOMIC DEVELOPMENT Total:		14.37
Fund: 621 - ENVIRONMENTAL SERVICES		
Monthly Long Distance	PHONE & INTERNET	6.10
Fund 621 - ENVIRONMENTAL SERVICES Total:		6.10
Fund: 631 - WASTEWATER		
Monthly Long Distance	PHONE & INTERNET	2.88
Fund 631 - WASTEWATER Total:		2.88
Fund: 641 - WATER		
Monthly Long Distance	PHONE & INTERNET	4.08
Fund 641 - WATER Total:		4.08
Fund: 661 - STORMWATER		
Monthly Long Distance	PHONE & INTERNET	1.92
Fund 661 - STORMWATER Total:		1.92
Fund: 721 - GIS SERVICES		
Monthly Long Distance	PHONE & INTERNET	1.86
Fund 721 - GIS SERVICES Total:		1.86
Fund: 725 - CENTRAL GARAGE		
Monthly Long Distance	PHONE & INTERNET	2.94
Fund 725 - CENTRAL GARAGE Total:		2.94
Vendor 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE Total:		192.11
Vendor: 01003 - ELLIOTT EQUIPMENT COMPANY INC.		
Fund: 621 - ENVIRONMENTAL SERVICES		
RUBBER GRIPPERS FOR TRUCKS	VEHICLE MAINTENANCE	144.73
Fund 621 - ENVIRONMENTAL SERVICES Total:		144.73
Vendor 01003 - ELLIOTT EQUIPMENT COMPANY INC. Total:		144.73
Vendor: 03950 - ENERGY LABORATORIES, INC DEPT 6250		
Fund: 641 - WATER		
SAMPLES	SAMPLES	162.00
Fund 641 - WATER Total:		162.00
Vendor 03950 - ENERGY LABORATORIES, INC DEPT 6250 Total:		162.00
Vendor: 07574 - FAT BOYS TIRE AND AUTO		
Fund: 111 - GENERAL		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	10.00
Fund 111 - GENERAL Total:		10.00
Vendor 07574 - FAT BOYS TIRE AND AUTO Total:		10.00
Vendor: 10191 - FBG SERVICE CORPORATION		
Fund: 111 - GENERAL		
Equip. Main.	EQUIPMENT MAINTENANCE	1,337.60
Fund 111 - GENERAL Total:		1,337.60
Vendor 10191 - FBG SERVICE CORPORATION Total:		1,337.60
Vendor: 00548 - FEDERAL EXPRESS CORPORATION		
Fund: 641 - WATER		
POSTAGE	POSTAGE	312.02
Fund 641 - WATER Total:		312.02
Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:		312.02
Vendor: 00794 - FLOYD'S TRUCK CENTER SCOTTSBLUFF		
Fund: 621 - ENVIRONMENTAL SERVICES		
UNIT #812- REPAIRS TO FIX PAC...	VEHICLE MAINTENANCE	194.47

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Description (Payable)	Account Name	Amount
UNIT #820- PASS SWITCH TO B...	VEHICLE MAINTENANCE	74.38
Fund 621 - ENVIRONMENTAL SERVICES Total:		268.85
Vendor 00794 - FLOYD'S TRUCK CENTER SCOTTSBLUFF Total:		268.85
Vendor: 00060 - FRANCISCO'S BUMPER TO BUMPER INC		
Fund: 111 - GENERAL		
TOW SERVICE-PD	CONTRACTUAL SERVICES	220.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	220.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	220.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	220.00
Fund 111 - GENERAL Total:		880.00
Vendor 00060 - FRANCISCO'S BUMPER TO BUMPER INC Total:		880.00
Vendor: 10290 - GARCIA GABRIELA		
Fund: 111 - GENERAL		
LEGAL FEES-PD	LEGAL FEES	23.36
Fund 111 - GENERAL Total:		23.36
Vendor 10290 - GARCIA GABRIELA Total:		23.36
Vendor: 10293 - GREEN THUMB, LLC		
Fund: 111 - GENERAL		
INSTALL DRIP SYSTEM - PATHW...	PATHWAY	10,200.00
Fund 111 - GENERAL Total:		10,200.00
Vendor 10293 - GREEN THUMB, LLC Total:		10,200.00
Vendor: 10136 - GREENING ENTERPRISES INC.		
Fund: 111 - GENERAL		
TWO PAIR EXTRICATION GLOVE...	DEPARTMENT SUPPLIES	72.00
Fund 111 - GENERAL Total:		72.00
Vendor 10136 - GREENING ENTERPRISES INC. Total:		72.00
Vendor: 00096 - HOLIDAY INN - KEARNEY		
Fund: 631 - WASTEWATER		
SCHOOLS & CONF	SCHOOL & CONFERENCE	239.90
Fund 631 - WASTEWATER Total:		239.90
Vendor 00096 - HOLIDAY INN - KEARNEY Total:		239.90
Vendor: 09305 - HONEY WAGON EXPRESS		
Fund: 111 - GENERAL		
CONTRACTUAL PARK	CONTRACTUAL SERVICES	225.00
Fund 111 - GENERAL Total:		225.00
Vendor 09305 - HONEY WAGON EXPRESS Total:		225.00
Vendor: 00299 - HULLINGER GLASS & LOCKS INC.		
Fund: 111 - GENERAL		
BLDG MAINT PARK	BUILDING MAINTENANCE	64.60
VEH MAINT-PD	VEHICLE MAINTENANCE	29.50
BLDG MAINT PARK	BUILDING MAINTENANCE	5.50
Fund 111 - GENERAL Total:		99.60
Vendor 00299 - HULLINGER GLASS & LOCKS INC. Total:		99.60
Vendor: 08793 - HYDRONIC WATER MANAGEMENT		
Fund: 111 - GENERAL		
Equip. Main.	EQUIPMENT MAINTENANCE	425.00
Fund 111 - GENERAL Total:		425.00
Vendor 08793 - HYDRONIC WATER MANAGEMENT Total:		425.00
Vendor: 00525 - IDEAL LAUNDRY AND CLEANERS, INC.		
Fund: 111 - GENERAL		
Jan. Sup. LIB	JANITORIAL SUPPLIES	89.25
Fund 111 - GENERAL Total:		89.25
Fund: 212 - TRANSPORTATION		
SUPP - MATS, TOWELS PW	DEPARTMENT SUPPLIES	34.62

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Description (Payable)	Account Name	Amount
SUPP - MATS, TOWELS PW	DEPARTMENT SUPPLIES	34.62
Fund 212 - TRANSPORTATION Total:		69.24
Fund: 621 - ENVIRONMENTAL SERVICES		
SHOP TOWELS, RUGS, AND MO...	DEPARTMENT SUPPLIES	108.14
SHOP TOWELS, RUGS & MOPS ES	DEPARTMENT SUPPLIES	108.14
Fund 621 - ENVIRONMENTAL SERVICES Total:		216.28
Vendor 00525 - IDEAL LAUNDRY AND CLEANERS, INC. Total:		374.77
Vendor: 00937 - INDEPENDENT PLUMBING AND HEATING, INC		
Fund: 111 - GENERAL		
BLDG MAINT PARK	BUILDING MAINTENANCE	7.96
BLDG MAINT PARK	BUILDING MAINTENANCE	27.35
GROUND MAINT PARK	GROUNDS MAINTENANCE	102.30
GROUND MAINT PARK	GROUNDS MAINTENANCE	99.15
BLDG MAINT PARK	BUILDING MAINTENANCE	-7.96
Fund 111 - GENERAL Total:		228.80
Vendor 00937 - INDEPENDENT PLUMBING AND HEATING, INC Total:		228.80
Vendor: 02578 - INFINITY CONSTRUCTION, INC.		
Fund: 631 - WASTEWATER		
CONTINGENCY	CONTINGENCY	58,433.00
Fund 631 - WASTEWATER Total:		58,433.00
Vendor 02578 - INFINITY CONSTRUCTION, INC. Total:		58,433.00
Vendor: 09291 - INGRAM LIBRARY SERVICES INC		
Fund: 111 - GENERAL		
Coll.	COLLECTIONS	326.30
Coll.	COLLECTIONS	1,255.33
Coll.	COLLECTIONS	50.44
Coll.	COLLECTIONS	27.11
Coll.	COLLECTIONS	89.96
Coll.	COLLECTIONS	733.08
Coll.	COLLECTIONS	1,466.76
Fund 111 - GENERAL Total:		3,948.98
Vendor 09291 - INGRAM LIBRARY SERVICES INC Total:		3,948.98
Vendor: 08154 - INTERNAL REVENUE SERVICE		
Fund: 713 - CASH & INVESTMENT POOL		
WITHHOLDINGS	MEDICARE W/H EE PAYABLE	4,177.38
WITHHOLDINGS	MEDICARE W/H EE PAYABLE	4,177.38
WITHHOLDINGS	FICA W/H EE PAYABLE	15,493.39
WITHHOLDINGS	FICA W/H EE PAYABLE	15,493.39
WITHHOLDINGS	FED W/H EE PAYABLE	24,692.32
Fund 713 - CASH & INVESTMENT POOL Total:		64,033.86
Vendor 08154 - INTERNAL REVENUE SERVICE Total:		64,033.86
Vendor: 08525 - INTRALINKS, INC		
Fund: 111 - GENERAL		
DATTO BACKUP	CONTRACTUAL SERVICES	2,298.00
DATTO BACKUP	CONTRACTUAL SERVICES	218.00
Fund 111 - GENERAL Total:		2,516.00
Fund: 641 - WATER		
DATTO BACKUP	CONTRACTUAL SERVICES	119.00
Fund 641 - WATER Total:		119.00
Vendor 08525 - INTRALINKS, INC Total:		2,635.00
Vendor: 06131 - JOHN DEERE FINANCIAL		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	10.99
Fund 111 - GENERAL Total:		10.99

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Description (Payable)	Account Name	Amount
Fund: 212 - TRANSPORTATION		
SUPP - WEED KILLER	DEPARTMENT SUPPLIES	199.96
SUPP - WEED TRIMMER LINE	DEPARTMENT SUPPLIES	27.99
Fund 212 - TRANSPORTATION Total:		227.95
Vendor 06131 - JOHN DEERE FINANCIAL Total:		238.94
Vendor: 08067 - JOHN DEERE FINANCIAL		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	-4.12
Fund 111 - GENERAL Total:		-4.12
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	210.99
Fund 213 - CEMETERY Total:		210.99
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	37.89
Fund 641 - WATER Total:		37.89
Vendor 08067 - JOHN DEERE FINANCIAL Total:		244.76
Vendor: 09474 - JOHN DEERE FINANCIAL		
Fund: 111 - GENERAL		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	242.95
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	1,107.13
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	492.46
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	3,333.74
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	1,036.88
Fund 111 - GENERAL Total:		6,213.16
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	144.60
EQUIP MAINT CEM	EQUIPMENT MAINTENANCE	106.64
EQUIP MAINT CEM	EQUIPMENT MAINTENANCE	14.48
EQUIP MAINT CEM	EQUIPMENT MAINTENANCE	9.20
Fund 213 - CEMETERY Total:		274.92
Vendor 09474 - JOHN DEERE FINANCIAL Total:		6,488.08
Vendor: 07177 - JUSTIN HOUSTOUN		
Fund: 111 - GENERAL		
ADV TRAVEL	SCHOOL & CONFERENCE	306.00
Fund 111 - GENERAL Total:		306.00
Vendor 07177 - JUSTIN HOUSTOUN Total:		306.00
Vendor: 01310 - KING, TONY		
Fund: 631 - WASTEWATER		
ADV TRAVEL	SCHOOL & CONFERENCE	224.00
Fund 631 - WASTEWATER Total:		224.00
Vendor 01310 - KING, TONY Total:		224.00
Vendor: 09747 - KNOW HOW LLC		
Fund: 212 - TRANSPORTATION		
WEED TIMMER LINE	DEPARTMENT SUPPLIES	6.76
FILTERS FOR PICKUP	VEHICLE MAINTENANCE	12.86
Fund 212 - TRANSPORTATION Total:		19.62
Fund: 621 - ENVIRONMENTAL SERVICES		
EVERCRAFT FLOOR CREEPER	DEPARTMENT SUPPLIES	122.61
COMPOST FACILITY- AIR FILTERS	EQUIPMENT MAINTENANCE	180.70
SHOP SUPPLIES & UNIFORMS	DEPARTMENT SUPPLIES	3.85
SHOP SUPPLIES & UNIFORMS	UNIFORMS & CLOTHING	104.93
COMPOST FACILITY- FUEL FILTE...	EQUIPMENT MAINTENANCE	205.65
Fund 621 - ENVIRONMENTAL SERVICES Total:		617.74

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Description (Payable)	Account Name	Amount
Fund: 631 - WASTEWATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	31.67
Fund 631 - WASTEWATER Total:		31.67
Vendor 09747 - KNOW HOW LLC Total:		669.03
Vendor: 06802 - KNOX ASSOCIATES, INC		
Fund: 215 - SPECIAL PROJECTS		
RESIDENTIAL KNOX BOXES	DEPARTMENT SUPPLIES	10,819.00
Fund 215 - SPECIAL PROJECTS Total:		10,819.00
Vendor 06802 - KNOX ASSOCIATES, INC Total:		10,819.00
Vendor: 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT		
Fund: 212 - TRANSPORTATION		
ENDORS.#25 - 2 TRUCKS (TRAN...	VEHICLE INSURANCE	364.30
Fund 212 - TRANSPORTATION Total:		364.30
Vendor 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT Total:		364.30
Vendor: 00300 - LEAGUE OF NEBRASKA MUNICIPALITIES		
Fund: 111 - GENERAL		
ANNUAL MEMBERSHIP DUES	MEMBERSHIPS	38,522.00
Fund 111 - GENERAL Total:		38,522.00
Vendor 00300 - LEAGUE OF NEBRASKA MUNICIPALITIES Total:		38,522.00
Vendor: 09746 - LEAL NOHEMI		
Fund: 111 - GENERAL		
CONSULTING-PD	CONSULTING SERVICES	35.00
Fund 111 - GENERAL Total:		35.00
Vendor 09746 - LEAL NOHEMI Total:		35.00
Vendor: 08653 - LOGOZ LLC		
Fund: 111 - GENERAL		
UNIFORMS	UNIFORMS & CLOTHING	84.00
Fund 111 - GENERAL Total:		84.00
Vendor 08653 - LOGOZ LLC Total:		84.00
Vendor: 10014 - LOMBARD MATTHEW		
Fund: 218 - PUBLIC SAFETY		
CIP-BODY ARMOR	DEPARTMENT SUPPLIES	1,894.00
Fund 218 - PUBLIC SAFETY Total:		1,894.00
Vendor 10014 - LOMBARD MATTHEW Total:		1,894.00
Vendor: 10228 - LORE BRIAN & LORI		
Fund: 111 - GENERAL		
CONTRACTUAL	CONTRACTUAL SERVICES	1,000.00
Fund 111 - GENERAL Total:		1,000.00
Vendor 10228 - LORE BRIAN & LORI Total:		1,000.00
Vendor: 00242 - M.C. SCHAFF & ASSOCIATES, INC		
Fund: 111 - GENERAL		
CNTRCL SRVCS	CONTRACTUAL SERVICES	475.00
Fund 111 - GENERAL Total:		475.00
Fund: 212 - TRANSPORTATION		
ENG. SERVICES FOR AVE. B OVE...	STREET PROJECTS	19,557.00
Fund 212 - TRANSPORTATION Total:		19,557.00
Fund: 631 - WASTEWATER		
ENGINEERING	CONTINGENCY	9,290.00
Fund 631 - WASTEWATER Total:		9,290.00
Vendor 00242 - M.C. SCHAFF & ASSOCIATES, INC Total:		29,322.00

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Description (Payable)	Account Name	Amount
Vendor: 09760 - MACQUEEN EQUIPMENT INC		
Fund: 212 - TRANSPORTATION		
PARTS FOR SWEEPERS - STRIP B...	EQUIPMENT MAINTENANCE	954.15
Fund 212 - TRANSPORTATION Total:		954.15
Vendor 09760 - MACQUEEN EQUIPMENT INC Total:		954.15
Vendor: 09674 - MASSIE ROYCE		
Fund: 111 - GENERAL		
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	145.00
Fund 111 - GENERAL Total:		145.00
Vendor 09674 - MASSIE ROYCE Total:		145.00
Vendor: 07628 - MENARDS, INC		
Fund: 111 - GENERAL		
23 CLUB	STRUCTURES	56.98
RANGE SUPPL-PD	FIREARMS RANGE SUPPLIES	98.72
DEPT SUPP PARK	DEPARTMENT SUPPLIES	47.59
RANGE SUPPL-PD	FIREARMS RANGE SUPPLIES	29.98
GROUND MAINT PARK	GROUNDS MAINTENANCE	112.84
RANGE SUPPL-PD	FIREARMS RANGE SUPPLIES	26.77
DEPT SUPP PARK	DEPARTMENT SUPPLIES	70.65
DEPT SUPP PARK	DEPARTMENT SUPPLIES	44.92
DEPT SUPP REC	DEPARTMENT SUPPLIES	25.69
Fund 111 - GENERAL Total:		514.14
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	25.88
DEPT SUPP CEM	DEPARTMENT SUPPLIES	14.26
Fund 213 - CEMETERY Total:		40.14
Fund: 621 - ENVIRONMENTAL SERVICES		
WASP SPRAY	DEPARTMENT SUPPLIES	13.96
PAINT FOR TRASH CANS	DEPARTMENT SUPPLIES	250.00
PAINT FOR EMCO CANS	DEPARTMENT SUPPLIES	268.00
Fund 621 - ENVIRONMENTAL SERVICES Total:		531.96
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	12.66
DEPT SUP	DEPARTMENT SUPPLIES	35.45
DEPT SUP	DEPARTMENT SUPPLIES	13.89
DEPT SUP	DEPARTMENT SUPPLIES	39.64
Fund 631 - WASTEWATER Total:		101.64
Fund: 641 - WATER		
DEPT SUP WTR	DEPARTMENT SUPPLIES	19.22
Fund 641 - WATER Total:		19.22
Vendor 07628 - MENARDS, INC Total:		1,207.10
Vendor: 10296 - MERRIGIAN YVONNE		
Fund: 111 - GENERAL		
POOL PARTY REFUND	POOL REVENUES	200.00
Fund 111 - GENERAL Total:		200.00
Vendor 10296 - MERRIGIAN YVONNE Total:		200.00
Vendor: 00490 - MUNICIPAL SUPPLY INC. OF NEBRASKA		
Fund: 631 - WASTEWATER		
STRUCTURE	CONTINGENCY	10,020.00
Fund 631 - WASTEWATER Total:		10,020.00
Vendor 00490 - MUNICIPAL SUPPLY INC. OF NEBRASKA Total:		10,020.00

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Description (Payable)	Account Name	Amount
Vendor: 04082 - NE CHILD SUPPORT PAYMENT CENTER		
Fund: 713 - CASH & INVESTMENT POOL		
NE CHILD SUPPORT PYBLE	CHILD SUPPORT EE PAY	1,315.10
Fund 713 - CASH & INVESTMENT POOL Total:		1,315.10
Vendor 04082 - NE CHILD SUPPORT PAYMENT CENTER Total:		1,315.10
Vendor: 00797 - NE DEPT OF REVENUE		
Fund: 111 - GENERAL		
JUNE TAXES	SALES TAX PAYABLE	4,593.52
Fund 111 - GENERAL Total:		4,593.52
Fund: 621 - ENVIRONMENTAL SERVICES		
JUNE TAXES	SALES TAX PAYABLE	221.35
Fund 621 - ENVIRONMENTAL SERVICES Total:		221.35
Fund: 631 - WASTEWATER		
JUNE TAXES	SALES TAX PAYABLE	13,313.19
Fund 631 - WASTEWATER Total:		13,313.19
Fund: 641 - WATER		
JUNE TAXES	SALES TAX PAYABLE	11,255.91
Fund 641 - WATER Total:		11,255.91
Fund: 661 - STORMWATER		
JUNE TAXES	SALES TAX PAYABLE	684.91
Fund 661 - STORMWATER Total:		684.91
Vendor 00797 - NE DEPT OF REVENUE Total:		30,068.88
Vendor: 00402 - NEBRASKA MACHINERY CO		
Fund: 631 - WASTEWATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	8,925.00
Fund 631 - WASTEWATER Total:		8,925.00
Vendor 00402 - NEBRASKA MACHINERY CO Total:		8,925.00
Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT		
Fund: 631 - WASTEWATER		
ELECTRICITY	ELECTRIC POWER	11,304.06
ELECTRICITY	ELECTRIC POWER	154.14
Fund 631 - WASTEWATER Total:		11,458.20
Fund: 641 - WATER		
ELECTRICITY	ELECTRIC POWER	3,878.56
ELECTRICITY	ELECTRIC POWER	8,179.67
Fund 641 - WATER Total:		12,058.23
Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:		23,516.43
Vendor: 05373 - NEBRASKA SAFETY & FIRE EQUIPEMENT INC.		
Fund: 111 - GENERAL		
BLDG MAINT-PD	BUILDING MAINTENANCE	94.50
BLDG MAINT-PD	BUILDING MAINTENANCE	94.50
Fund 111 - GENERAL Total:		189.00
Vendor 05373 - NEBRASKA SAFETY & FIRE EQUIPEMENT INC. Total:		189.00
Vendor: 04198 - NEBRASKALAND TIRE, INC		
Fund: 111 - GENERAL		
VEH MAINT-PD	VEHICLE MAINTENANCE	323.02
VEH MAINT-PD	VEHICLE MAINTENANCE	18.47
Fund 111 - GENERAL Total:		341.49
Vendor 04198 - NEBRASKALAND TIRE, INC Total:		341.49
Vendor: 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF		
Fund: 111 - GENERAL		
GROUND MAINT PARK	GROUNDS MAINTENANCE	25.90
GROUND MAINT PARK	GROUNDS MAINTENANCE	10.94
GROUND MAINT PARK	GROUNDS MAINTENANCE	211.55

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Description (Payable)	Account Name	Amount
GROUND MAINTPARK	GROUNDS MAINTENANCE	66.64
Fund 111 - GENERAL Total:		315.03
Vendor 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF Total:		315.03
Vendor: 01757 - OCLC ONLINE COMPUTER LIBRARY CENTER, INC		
Fund: 111 - GENERAL		
Cont. Svcs.	CONTRACTUAL SERVICES	707.36
Cont. Svcs.	CONTRACTUAL SERVICES	385.72
Fund 111 - GENERAL Total:		1,093.08
Vendor 01757 - OCLC ONLINE COMPUTER LIBRARY CENTER, INC Total:		1,093.08
Vendor: 00550 - PANHANDLE COOPERATIVE ASSOCIATION		
Fund: 111 - GENERAL		
SPECIAL EVENT	SPECIAL EVENTS	28.35
Fund 111 - GENERAL Total:		28.35
Vendor 00550 - PANHANDLE COOPERATIVE ASSOCIATION Total:		28.35
Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC		
Fund: 641 - WATER		
SAMPLES	SAMPLES	44.00
SAMPLES	SAMPLES	80.00
SAMPLES	SAMPLES	80.00
SAMPLES	SAMPLES	80.00
SAMPLES	SAMPLES	44.00
Fund 641 - WATER Total:		328.00
Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:		328.00
Vendor: 00017 - PANHANDLE HUMANE SOCIETY		
Fund: 111 - GENERAL		
CONTRACTUAL	CONTRACTUAL SERVICES	5,383.65
Fund 111 - GENERAL Total:		5,383.65
Vendor 00017 - PANHANDLE HUMANE SOCIETY Total:		5,383.65
Vendor: 01060 - PEPSI COLA OF WESTERN NEBRASKA, LLC		
Fund: 111 - GENERAL		
CONCESSIONS	CONCESSION SUPPLIES	356.20
Fund 111 - GENERAL Total:		356.20
Vendor 01060 - PEPSI COLA OF WESTERN NEBRASKA, LLC Total:		356.20
Vendor: 01276 - PLATTE VALLEY BANK		
Fund: 713 - CASH & INVESTMENT POOL		
HEALTH SAVINGS ACCOUNT	HSA EE PAYABLE	10,298.36
Fund 713 - CASH & INVESTMENT POOL Total:		10,298.36
Vendor 01276 - PLATTE VALLEY BANK Total:		10,298.36
Vendor: 09807 - POLYDYNE INC		
Fund: 631 - WASTEWATER		
CHEMICALS	CHEMICALS	5,379.93
Fund 631 - WASTEWATER Total:		5,379.93
Vendor 09807 - POLYDYNE INC Total:		5,379.93
Vendor: 10114 - POSITIVE PROMOTIONS INC		
Fund: 111 - GENERAL		
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	161.40
Fund 111 - GENERAL Total:		161.40
Vendor 10114 - POSITIVE PROMOTIONS INC Total:		161.40
Vendor: 01920 - PRAISE WINDOWS INC		
Fund: 111 - GENERAL		
Equip. Main.	EQUIPMENT MAINTENANCE	350.00
Fund 111 - GENERAL Total:		350.00
Vendor 01920 - PRAISE WINDOWS INC Total:		350.00

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Description (Payable)	Account Name	Amount
Vendor: 00075 - PROTEX CENTRAL, INC.		
Fund: 111 - GENERAL		
VEH MAINT-PD	VEHICLE MAINTENANCE	57.00
Fund 111 - GENERAL Total:		57.00
Vendor 00075 - PROTEX CENTRAL, INC. Total:		57.00
Vendor: 00266 - QUILL CORPORATION		
Fund: 111 - GENERAL		
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	141.35
Fund 111 - GENERAL Total:		141.35
Vendor 00266 - QUILL CORPORATION Total:		141.35
Vendor: 10159 - RAMIREZ SELENA		
Fund: 111 - GENERAL		
LEGAL FEES-PD	LEGAL FEES	23.36
Fund 111 - GENERAL Total:		23.36
Vendor 10159 - RAMIREZ SELENA Total:		23.36
Vendor: 10187 - REGION 22 EMERGENCY MGMT		
Fund: 111 - GENERAL		
REGION 22 EMERGENCY MANA...	CONTRACTUAL SERVICES	7,913.73
Fund 111 - GENERAL Total:		7,913.73
Vendor 10187 - REGION 22 EMERGENCY MGMT Total:		7,913.73
Vendor: 04089 - REGIONAL CARE INC		
Fund: 812 - HEALTH INSURANCE		
FLEX FUNDING	FLEXIBLE BENFT EXPENSES	340.00
HEALTH PREM. - AUGUST 2021	PREMIUM EXPENSE	43,232.19
CLAIMS	CLAIMS EXPENSE	15,037.24
FLEX FUNDING	FLEXIBLE BENFT EXPENSES	2,162.30
CLAIMS	CLAIMS EXPENSE	15,130.87
Fund 812 - HEALTH INSURANCE Total:		75,902.60
Vendor 04089 - REGIONAL CARE INC Total:		75,902.60
Vendor: 10233 - REZPLOT SYSTEM LLC		
Fund: 111 - GENERAL		
CONTRACTUAL PARK	CONTRACTUAL SERVICES	50.50
Fund 111 - GENERAL Total:		50.50
Vendor 10233 - REZPLOT SYSTEM LLC Total:		50.50
Vendor: 00366 - ROOSEVELT PUBLIC POWER DISTRICT		
Fund: 641 - WATER		
ELECTRIC POWER	ELECTRIC POWER	3,050.80
Fund 641 - WATER Total:		3,050.80
Vendor 00366 - ROOSEVELT PUBLIC POWER DISTRICT Total:		3,050.80
Vendor: 09997 - RURAL HEALTH DEVELOPMENT, INC.		
Fund: 224 - ECONOMIC DEVELOPMENT		
ECON DEV	ECONOMIC DEVELOPMENT	6,383.33
Fund 224 - ECONOMIC DEVELOPMENT Total:		6,383.33
Vendor 09997 - RURAL HEALTH DEVELOPMENT, INC. Total:		6,383.33
Vendor: 00026 - S M E C		
Fund: 713 - CASH & INVESTMENT POOL		
EMPLOYEE DEDUCTION	SMEC EE PAYABLE	150.27
Fund 713 - CASH & INVESTMENT POOL Total:		150.27
Vendor 00026 - S M E C Total:		150.27
Vendor: 02531 - SCB FIREFIGHTERS UNION LOCAL 1454		
Fund: 713 - CASH & INVESTMENT POOL		
FIRE EE DUES	FIRE UNION DUES EE PAY	280.00
Fund 713 - CASH & INVESTMENT POOL Total:		280.00
Vendor 02531 - SCB FIREFIGHTERS UNION LOCAL 1454 Total:		280.00

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Description (Payable)	Account Name	Amount
Vendor: 00852 - SCOTTS BLUFF COUNTY COURT		
Fund: 111 - GENERAL		
LEGAL FEES-PD	LEGAL FEES	136.00
Fund 111 - GENERAL Total:		136.00
Vendor 00852 - SCOTTS BLUFF COUNTY COURT Total:		136.00
Vendor: 10294 - SCOTTSBLUFF KIWANIS		
Fund: 111 - GENERAL		
Mbshps.	MEMBERSHIPS	60.00
Fund 111 - GENERAL Total:		60.00
Vendor 10294 - SCOTTSBLUFF KIWANIS Total:		60.00
Vendor: 00704 - SCOTTSBLUFF MOTOR CO, INC		
Fund: 212 - TRANSPORTATION		
1 NEW CHEVY SILVERADO FLAT...	EQUIPMENT	39,061.00
1 NEW CHEVROLET SILVERADO ...	EQUIPMENT	39,061.00
Fund 212 - TRANSPORTATION Total:		78,122.00
Vendor 00704 - SCOTTSBLUFF MOTOR CO, INC Total:		78,122.00
Vendor: 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION		
Fund: 713 - CASH & INVESTMENT POOL		
POLICE EE DUES	POL UNION DUES EE PAY	936.00
Fund 713 - CASH & INVESTMENT POOL Total:		936.00
Vendor 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION Total:		936.00
Vendor: 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC		
Fund: 111 - GENERAL		
UNIFORMS	UNIFORMS & CLOTHING	1,326.00
Fund 111 - GENERAL Total:		1,326.00
Vendor 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC Total:		1,326.00
Vendor: 00786 - SHERWIN WILLIAMS		
Fund: 111 - GENERAL		
STRUCTURE	STRUCTURES	102.59
Fund 111 - GENERAL Total:		102.59
Vendor 00786 - SHERWIN WILLIAMS Total:		102.59
Vendor: 01031 - SIMON CONTRACTORS		
Fund: 212 - TRANSPORTATION		
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	2,478.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	615.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	1,230.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	1,180.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	649.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	950.44
2ND PAYMENT FOR AVE. B OVE...	STREET PROJECTS	277,918.00
Fund 212 - TRANSPORTATION Total:		285,020.44
Vendor 01031 - SIMON CONTRACTORS Total:		285,020.44
Vendor: 00513 - SNELL SERVICES INC.		
Fund: 111 - GENERAL		
Equip. Main.	EQUIPMENT MAINTENANCE	1,830.00
Fund 111 - GENERAL Total:		1,830.00
Vendor 00513 - SNELL SERVICES INC. Total:		1,830.00
Vendor: 09617 - SOUCIE ANDREW		
Fund: 111 - GENERAL		
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	145.00
Fund 111 - GENERAL Total:		145.00
Vendor 09617 - SOUCIE ANDREW Total:		145.00

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Description (Payable)	Account Name	Amount
Vendor: 00054 - STATE HEALTH LAB		
Fund: 641 - WATER		
SAMPLES	SAMPLES	3,882.25
Fund 641 - WATER Total:		3,882.25
Vendor 00054 - STATE HEALTH LAB Total:		3,882.25
Vendor: 08002 - TOYOTA MOTOR CREDIT CORPORATION		
Fund: 218 - PUBLIC SAFETY		
HIDTA CAR LEASE-PD	DEPARTMENT SUPPLIES	343.53
Fund 218 - PUBLIC SAFETY Total:		343.53
Vendor 08002 - TOYOTA MOTOR CREDIT CORPORATION Total:		343.53
Vendor: 08821 - TYLER TECHNOLOGIES, INC		
Fund: 621 - ENVIRONMENTAL SERVICES		
UB TRANSACTION FEES (4/1/21 ...	CONTRACTUAL SERVICES	1,029.58
WEBSITE	CONTRACTUAL SERVICES	116.00
Fund 621 - ENVIRONMENTAL SERVICES Total:		1,145.58
Fund: 631 - WASTEWATER		
UB TRANSACTION FEES (4/1/21 ...	CONTRACTUAL SERVICES	1,029.58
WEBSITE	CONTRACTUAL SERVICES	116.00
Fund 631 - WASTEWATER Total:		1,145.58
Fund: 641 - WATER		
UB TRANSACTION FEES (4/1/21 ...	CONTRACTUAL SERVICES	1,029.59
WEBSITE	CONTRACTUAL SERVICES	116.00
Fund 641 - WATER Total:		1,145.59
Vendor 08821 - TYLER TECHNOLOGIES, INC Total:		3,436.75
Vendor: 09865 - UNION BANK & TRUST		
Fund: 111 - GENERAL		
FEES 6/30/21 DEF. COMP.	CONTRACTUAL SERVICES	180.00
FEES 6/30/21 FIRE PENSION	CONTRACTUAL SERVICES	620.01
FEES 6/30/21 GENERAL PENSION	CONTRACTUAL SERVICES	1,004.01
FEES 6/30/21 POLICE PENSION	CONTRACTUAL SERVICES	734.01
Fund 111 - GENERAL Total:		2,538.03
Fund: 713 - CASH & INVESTMENT POOL		
RETIREMENT	REGULAR RETIRE EE PAY	7,601.99
RETIREMENT	REGULAR RETIRE EE PAY	7,967.97
RETIREMENT	DEFERRED COMP EE PAY	533.77
RETIREMENT	DEFERRED COMP EE PAY	1,140.00
RETIREMENT	DEFERRED COMP EE PAY	1,955.54
RETIREMENT	RETIRE FIRE EE PAYABLE	2,607.24
RETIREMENT	RETIRE FIRE EE PAYABLE	4,884.52
RETIREMENT	RETIRE POLICE EE PAY	5,714.64
RETIREMENT	RETIRE POLICE EE PAY	5,351.11
Fund 713 - CASH & INVESTMENT POOL Total:		37,756.78
Vendor 09865 - UNION BANK & TRUST Total:		40,294.81
Vendor: 09840 - UNITED STATES WELDING		
Fund: 621 - ENVIRONMENTAL SERVICES		
CO2 TANK RENTAL	CONTRACTUAL SERVICES	47.20
Fund 621 - ENVIRONMENTAL SERVICES Total:		47.20
Vendor 09840 - UNITED STATES WELDING Total:		47.20
Vendor: 08828 - US BANK		
Fund: 111 - GENERAL		
PLUG N DIKE LEAK STOP	DEPARTMENT SUPPLIES	58.97
DEFIBRILATOR BATTERY	DEPARTMENT SUPPLIES	119.48
SPECIAL EVENT REC	SPECIAL EVENTS	35.25
RADIO EARPIECE X4	DEPARTMENT SUPPLIES	53.00
DEPT SUPPL NNO-PD	DEPARTMENT SUPPLIES	302.83
Coll.	COLLECTIONS	57.00

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Description (Payable)	Account Name	Amount
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	96.00
GASOLINE-PD	GASOLINE	31.41
SPECIAL EVENT	SPECIAL EVENTS	25.00
NEMSA CONFERENCE - MEIER	SCHOOL & CONFERENCE	50.00
LAWN MOWER STARTER ASSE...	DEPARTMENT SUPPLIES	26.33
Coll.	COLLECTIONS	69.99
GASOLINE-PD	GASOLINE	35.37
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	116.95
VEH/INVEST-PD	INVESTIGATIVE EXPENSES	47.28
VEH/INVEST-PD	VEHICLE MAINTENANCE	19.68
Fund 111 - GENERAL Total:		1,144.54
Fund: 224 - ECONOMIC DEVELOPMENT		
SCHOOL & CONF STARR	SCHOOL & CONFERENCE	75.00
SCHOOL & CONF STARR	SCHOOL & CONFERENCE	65.00
Fund 224 - ECONOMIC DEVELOPMENT Total:		140.00
Fund: 621 - ENVIRONMENTAL SERVICES		
SCALE CERTIFICATION COMPOS...	CONTRACTUAL SERVICES	60.50
Fund 621 - ENVIRONMENTAL SERVICES Total:		60.50
Fund: 661 - STORMWATER		
MEMBERSHIPS	MEMBERSHIPS	56.30
SCHOOLS & CONF	SCHOOL & CONFERENCE	100.00
SCHOOLS & CONF	SCHOOL & CONFERENCE	55.00
DEPT SUP	DEPARTMENT SUPPLIES	899.00
Fund 661 - STORMWATER Total:		1,110.30
Vendor 08828 - US BANK Total:		2,455.34
Vendor: 00022 - WALMART		
Fund: 111 - GENERAL		
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	72.28
DETERGENT AND CLEANING SU...	DEPARTMENT SUPPLIES	47.20
Dep. Sup.	DEPARTMENT SUPPLIES	146.98
DEPT SUPP REC	DEPARTMENT SUPPLIES	40.55
VEH MAINT-PD	VEHICLE MAINTENANCE	72.37
BATTERIES AND LAUNDRY SHEE...	DEPARTMENT SUPPLIES	66.60
Fund 111 - GENERAL Total:		445.98
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	452.85
DEPT SUPP CEM	DEPARTMENT SUPPLIES	18.95
Fund 213 - CEMETERY Total:		471.80
Vendor 00022 - WALMART Total:		917.78
Vendor: 10295 - WEITZEL WILBUR		
Fund: 213 - CEMETERY		
QUITCLAIM DEED	MISCELLANEOUS	300.00
Fund 213 - CEMETERY Total:		300.00
Vendor 10295 - WEITZEL WILBUR Total:		300.00
Vendor: 03674 - WELLS FARGO BANK, N.A.		
Fund: 713 - CASH & INVESTMENT POOL		
WAGE ATTACHMENT	WAGE ATTACHMENT EE PAY	96.47
Fund 713 - CASH & INVESTMENT POOL Total:		96.47
Vendor 03674 - WELLS FARGO BANK, N.A. Total:		96.47
Vendor: 00268 - WESTERN COOPERATIVE COMPANY		
Fund: 661 - STORMWATER		
DEPT SUP	DEPARTMENT SUPPLIES	62.63
Fund 661 - STORMWATER Total:		62.63
Vendor 00268 - WESTERN COOPERATIVE COMPANY Total:		62.63

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Description (Payable)	Account Name	Amount
Vendor: 06089 - WESTERN COOPERATIVE COMPANY		
Fund: 212 - TRANSPORTATION		
MOSQUITO BRIQUETTES	DEPARTMENT SUPPLIES	87.00
Fund 212 - TRANSPORTATION Total:		87.00
Vendor 06089 - WESTERN COOPERATIVE COMPANY Total:		87.00
Vendor: 09967 - WESTERN NE TOURISM COALITION		
Fund: 224 - ECONOMIC DEVELOPMENT		
MEMBERSHIP DUES (7/1/21 - 6...	MEMBERSHIPS	100.00
Fund 224 - ECONOMIC DEVELOPMENT Total:		100.00
Vendor 09967 - WESTERN NE TOURISM COALITION Total:		100.00
Vendor: 08851 - WHITING SIGNS		
Fund: 111 - GENERAL		
VEH MAINT-PD	VEHICLE MAINTENANCE	65.00
Fund 111 - GENERAL Total:		65.00
Vendor 08851 - WHITING SIGNS Total:		65.00
Vendor: 09721 - WILSON CRYSTAL		
Fund: 111 - GENERAL		
POOL PARTY REIMB	POOL REVENUES	62.50
Fund 111 - GENERAL Total:		62.50
Vendor 09721 - WILSON CRYSTAL Total:		62.50
Vendor: 03709 - WYOMING CHILD SUPPORT ENFORCEMENT		
Fund: 713 - CASH & INVESTMENT POOL		
CHILD SUPPORT	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: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	89.68
Fund 111 - GENERAL Total:		89.68
Fund: 621 - ENVIRONMENTAL SERVICES		
FIRST AID KIT REFILL	DEPARTMENT SUPPLIES	169.95
Fund 621 - ENVIRONMENTAL SERVICES Total:		169.95
Vendor 07239 - WYOMING FIRST AID & SAFETY SUPPLY, LLC Total:		259.63
Vendor: 03379 - ZM LUMBER INC		
Fund: 212 - TRANSPORTATION		
SUPP - HEM FIR	DEPARTMENT SUPPLIES	74.96
Fund 212 - TRANSPORTATION Total:		74.96
Vendor 03379 - ZM LUMBER INC Total:		74.96
Grand Total:		1,088,216.11

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	106,714.13	4,593.52
212 - TRANSPORTATION	385,601.20	0.00
213 - CEMETERY	1,306.30	0.00
215 - SPECIAL PROJECTS	10,819.00	0.00
218 - PUBLIC SAFETY	2,237.53	0.00
224 - ECONOMIC DEVELOPMENT	6,697.64	0.00
621 - ENVIRONMENTAL SERVICES	119,554.53	221.35
631 - WASTEWATER	228,511.33	13,313.19
641 - WATER	33,371.27	11,255.91
661 - STORMWATER	1,865.75	684.91
713 - CASH & INVESTMENT POOL	115,627.67	115,627.67
721 - GIS SERVICES	1.86	0.00
725 - CENTRAL GARAGE	5.30	0.00
812 - HEALTH INSURANCE	75,902.60	32,670.41
Grand Total:	1,088,216.11	178,366.96

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-21311	SALES TAX PAYABLE	4,593.52	4,593.52
111-42203-172	POOL REVENUES	262.50	0.00
111-52111-111	DEPARTMENT SUPPLIES	571.55	0.00
111-52111-115	DEPARTMENT SUPPLIES	19.86	0.00
111-52111-141	DEPARTMENT SUPPLIES	548.45	0.00
111-52111-142	DEPARTMENT SUPPLIES	807.84	0.00
111-52111-151	DEPARTMENT SUPPLIES	505.42	0.00
111-52111-171	DEPARTMENT SUPPLIES	308.11	0.00
111-52111-172	DEPARTMENT SUPPLIES	206.59	0.00
111-52114-172	CONCESSION SUPPLIES	758.35	0.00
111-52121-151	JANITORIAL SUPPLIES	248.25	0.00
111-52121-171	JANITORIAL SUPPLIES	721.61	0.00
111-52134-172	SPECIAL EVENTS	88.60	0.00
111-52161-142	FIREARMS RANGE SUPPLI...	155.47	0.00
111-52163-142	INVESTIGATIVE EXPENSES	47.28	0.00
111-52181-172	UNIFORMS & CLOTHING	1,410.00	0.00
111-52222-151	COLLECTIONS	4,532.56	0.00
111-52311-114	MEMBERSHIPS	38,522.00	0.00
111-52311-151	MEMBERSHIPS	60.00	0.00
111-52411-141	POSTAGE	12.71	0.00
111-52511-142	GASOLINE	66.78	0.00
111-53111-112	CONTRACTUAL SERVICES	1,184.01	0.00
111-53111-114	CONTRACTUAL SERVICES	1,235.00	0.00
111-53111-116	CONTRACTUAL SERVICES	2,516.00	0.00
111-53111-121	CONTRACTUAL SERVICES	475.00	0.00
111-53111-141	CONTRACTUAL SERVICES	620.01	0.00
111-53111-142	CONTRACTUAL SERVICES	6,997.66	0.00
111-53111-143	CONTRACTUAL SERVICES	7,913.73	0.00
111-53111-151	CONTRACTUAL SERVICES	1,093.08	0.00
111-53111-171	CONTRACTUAL SERVICES	1,275.50	0.00
111-53121-142	CONSULTING SERVICES	35.00	0.00
111-53211-142	LEGAL FEES	182.72	0.00
111-53421-141	BUILDING MAINTENANCE	94.50	0.00
111-53421-142	BUILDING MAINTENANCE	94.50	0.00
111-53421-171	BUILDING MAINTENANCE	97.45	0.00
111-53421-172	BUILDING MAINTENANCE	1,231.12	0.00
111-53441-142	EQUIPMENT MAINTENAN...	59.41	0.00
111-53441-151	EQUIPMENT MAINTENAN...	3,942.60	0.00
111-53441-171	EQUIPMENT MAINTENAN...	6,269.16	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53451-142	VEHICLE MAINTENANCE	585.04	0.00
111-53451-171	VEHICLE MAINTENANCE	28.50	0.00
111-53471-171	GROUPS MAINTENANCE	684.20	0.00
111-53521-141	HEATING FUEL	37.94	0.00
111-53521-142	HEATING FUEL	38.90	0.00
111-53521-151	HEATING FUEL	69.74	0.00
111-53521-171	HEATING FUEL	33.92	0.00
111-53521-172	HEATING FUEL	1,912.15	0.00
111-53561-111	PHONE & INTERNET	13.81	0.00
111-53561-112	PHONE & INTERNET	6.65	0.00
111-53561-114	PHONE & INTERNET	4.25	0.00
111-53561-115	PHONE & INTERNET	3.15	0.00
111-53561-121	PHONE & INTERNET	12.09	0.00
111-53561-141	PHONE & INTERNET	32.58	0.00
111-53561-142	PHONE & INTERNET	1,358.34	0.00
111-53561-151	PHONE & INTERNET	17.62	0.00
111-53561-171	PHONE & INTERNET	2.35	0.00
111-53561-172	PHONE & INTERNET	2.56	0.00
111-53571-141	CELLULAR PHONE	655.71	0.00
111-53711-141	SCHOOL & CONFERENCE	356.00	0.00
111-53711-142	SCHOOL & CONFERENCE	672.56	0.00
111-54311-171	STRUCTURES	222.17	0.00
111-54391-171	PATHWAY	10,200.00	0.00
212-52111-212	DEPARTMENT SUPPLIES	1,389.94	0.00
212-52171-212	STREET REPAIR SUPPLIES	122.50	0.00
212-52411-212	POSTAGE	12.53	0.00
212-53111-212	CONTRACTUAL SERVICES	11.40	0.00
212-53441-212	EQUIPMENT MAINTENAN...	954.15	0.00
212-53451-212	VEHICLE MAINTENANCE	12.86	0.00
212-53491-212	STREET MAINTENANCE	7,102.44	0.00
212-53521-212	HEATING FUEL	26.17	0.00
212-53561-212	PHONE & INTERNET	7.91	0.00
212-53841-212	VEHICLE INSURANCE	364.30	0.00
212-54322-212	STREET PROJECTS	297,475.00	0.00
212-54411-212	EQUIPMENT	78,122.00	0.00
213-52111-213	DEPARTMENT SUPPLIES	867.53	0.00
213-52999-213	MISCELLANEOUS	300.00	0.00
213-53441-213	EQUIPMENT MAINTENAN...	130.32	0.00
213-53561-213	PHONE & INTERNET	8.45	0.00
215-52111-141	DEPARTMENT SUPPLIES	10,819.00	0.00
218-52111-142	DEPARTMENT SUPPLIES	2,237.53	0.00
224-52111-113	DEPARTMENT SUPPLIES	59.94	0.00
224-52311-114	MEMBERSHIPS	100.00	0.00
224-53561-113	PHONE & INTERNET	14.37	0.00
224-53711-113	SCHOOL & CONFERENCE	140.00	0.00
224-59111-114	ECONOMIC DEVELOPME...	6,383.33	0.00
621-21311	SALES TAX PAYABLE	221.35	221.35
621-52111-621	DEPARTMENT SUPPLIES	3,049.78	0.00
621-52181-621	UNIFORMS & CLOTHING	104.93	0.00
621-53111-621	CONTRACTUAL SERVICES	1,264.68	0.00
621-53441-621	EQUIPMENT MAINTENAN...	386.35	0.00
621-53451-621	VEHICLE MAINTENANCE	4,763.10	0.00
621-53521-621	HEATING FUEL	35.90	0.00
621-53561-621	PHONE & INTERNET	6.10	0.00
621-54311-621	STRUCTURES	109,722.34	0.00
631-21311	SALES TAX PAYABLE	13,313.19	13,313.19
631-52111-631	DEPARTMENT SUPPLIES	101.64	0.00
631-52611-631	CHEMICALS	5,379.93	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
631-53111-631	CONTRACTUAL SERVICES	1,145.58	0.00
631-53441-631	EQUIPMENT MAINTENAN...	8,956.67	0.00
631-53531-631	ELECTRIC POWER	11,458.20	0.00
631-53561-631	PHONE & INTERNET	2.88	0.00
631-53711-631	SCHOOL & CONFERENCE	687.90	0.00
631-54311-631	STRUCTURES	109,722.34	0.00
631-58111-631	CONTINGENCY	77,743.00	0.00
641-21311	SALES TAX PAYABLE	11,255.91	11,255.91
641-52111-641	DEPARTMENT SUPPLIES	912.28	0.00
641-52117-641	SAMPLES	4,372.25	0.00
641-52411-641	POSTAGE	312.02	0.00
641-53111-641	CONTRACTUAL SERVICES	1,281.97	0.00
641-53521-641	HEATING FUEL	123.73	0.00
641-53531-641	ELECTRIC POWER	15,109.03	0.00
641-53561-641	PHONE & INTERNET	4.08	0.00
661-21311	SALES TAX PAYABLE	684.91	684.91
661-52111-661	DEPARTMENT SUPPLIES	967.62	0.00
661-52311-661	MEMBERSHIPS	56.30	0.00
661-53561-661	PHONE & INTERNET	1.92	0.00
661-53711-661	SCHOOL & CONFERENCE	155.00	0.00
713-21512	MEDICARE W/H EE PAYAB...	8,354.76	8,354.76
713-21513	FICA W/H EE PAYABLE	30,986.78	30,986.78
713-21514	FED W/H EE PAYABLE	24,692.32	24,692.32
713-21517	POL UNION DUES EE PAY	936.00	936.00
713-21518	FIRE UNION DUES EE PAY	280.00	280.00
713-21523	LIFE INS EE PAYABLE	22.75	22.75
713-21524	SMEC EE PAYABLE	150.27	150.27
713-21527	WAGE ATTACHMENT EE ...	96.47	96.47
713-21528	REGULAR RETIRE EE PAY	15,569.96	15,569.96
713-21529	DEFERRED COMP EE PAY	3,629.31	3,629.31
713-21531	RETIRE FIRE EE PAYABLE	7,491.76	7,491.76
713-21533	RETIRE POLICE EE PAY	11,065.75	11,065.75
713-21539	CHILD SUPPORT EE PAY	2,053.18	2,053.18
713-21541	HSA EE PAYABLE	10,298.36	10,298.36
721-53561-721	PHONE & INTERNET	1.86	0.00
725-53521-725	HEATING FUEL	2.36	0.00
725-53561-725	PHONE & INTERNET	2.94	0.00
812-53861-112	PREMIUM EXPENSE	43,232.19	0.00
812-53862-112	CLAIMS EXPENSE	30,168.11	30,168.11
812-53863-112	FLEXIBLE BENFT EXPENSES	2,502.30	2,502.30
Grand Total:		1,088,216.11	178,366.96

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	1,086,748.04	178,366.96
21852111142	343.53	0.00
6002052111	967.62	0.00
6002053561	1.92	0.00
6002053711	155.00	0.00
Grand Total:	1,088,216.11	178,366.96

City of Scottsbluff, Nebraska

Monday, August 2, 2021

Regular Meeting

Item Resolut.1

Council to discuss and consider action passing Emergency Ordinance to repair and replace the main trunk line of the sanitary sewer into the Wastewater Treatment Plant,

authorize the Mayor to sign the Ordinance and Proclamation and waive the three readings of the Ordinance because of the threat to public safety.

Staff Contact: Dustin Rief, City Manager

Agenda Statement

Meeting Date: March 1, 2021

AGENDA TITLE: Council to consider authorizing the use of \$77,743.00 in contingency funds for the emergency replacement of sewer main trunk line that collapsed at the Wastewater Treatment Plant.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Public Works

PRESENTATION BY: City Manager, Dustin Rief

SUMMARY EXPLANATION: On July 8, 2021, City staff found a sink hole and break in the main trunk line at the Wastewater Treatment Plant before flows enter the treatment process. M.C. Schaff & Associates were immediately called to assist with this emergency. They have provided the attached letter to the City that details what happened and how it was repaired.

The cost breakdown for this emergency repair is:

City furnished materials (sewer main sections)	\$10,020.00
Infinity Construction (time and materials)	\$58,433.00
<u>MC Schaff (professional svc & coordination)</u>	<u>\$ 9,290.00</u>
Total Project Cost	\$77,743.00

Staff is seeking Council approval of an Ordinance declaring this incident an emergency, and to authorize the use of sewer contingency funds to cover the costs associated with repair.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Staff recommends that 1) Council declare this finding an emergency, and 2) Authorize use of sewer contingency funds in the amount of \$77,743.00 to cover the cost of repair.

EXHIBITS

Resolution ☐ Ordinance ☒ Contract ☐ Minutes ☐ Plan/Map ☐

Please provide all visual presentation materials.

Other (specify) ☒ Letter from M.C. Schaff & Associates and Ordinance.

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

City of Scottsbluff
Office of the City Manager

Effective date: January 20, 2017



July 25, 2021

City of Scottsbluff
Water Reclamation
Attn: Lynn Garton
2525 Circle Drive
Scottsbluff, NE 69361

RE: Emergency Repair, Trunk line

Mr. Garton:

On Thursday, July 8th, we were notified that there appeared to be a line collapse of the main trunk line for the sanitary sewer right before it reached the headworks building at the wastewater treatment plant. We were asked to work with you to evaluate the situation and come up with a plan to fix the situation as soon as possible due to necessity to divert the inflow into the North Platte River as no waste could reach the plant at that time.

Through the course of about 4-hours, the issue was isolated and a contractor was brought on board to determine a plausible solution. Infinity Construction, who was currently booked on multiple other jobs, was willing to work with the City and MCS to fix the situation. The emergency service team associated with fixing the situation were:

- City of Scottsbluff, Water Reclamation Personnel
- Infinity Construction, Aldo Gonzalez
- MC Schaff & Associates

The collapse appeared to be, and was later verified, due to a large concrete manhole as well as a small piece of concrete pipe located directly prior to the headworks building. Based on plans submitted in the 1960's, the pipe was supposed to be clay tile which you would expect in this type of construction. The failure also happened in an location in the system that would have been impossible to detect an issue in with any type of inspection as the pipe flows full and there is no way of isolating this stretch of pipe without direct discharge or a very large expense of bypass pumping.

The region has very little if any other 36-inch sewer pipe installed. For this reason, the team felt it necessary to find materials for the fix as soon as possible. With that, we made multiple calls to both distributors and manufacturers and the necessary amount of pipe was retained and next day shipped to the project site. The pipe was purchased directly by the City of Scottsbluff.

In addition to the materials needed, it was recognized that being able to bypass pump all of the wastewater prior to the collapse was going to be necessary. The team was able to locate and install pumps upstream of the issue. All communities contacted were more than willing to help in anyway possible. The City of Bayard and the City of Gering ultimately had large enough bypass pumps that they were more than willing to lend to the City at no cost in order for the job to be completed quickly. The generosity of all the communities contacted should not go unnoticed.

Once all of the known materials needed to complete the fix were in place, Infinity Construction completed the excavation of the area. It was determined that the older manhole was in poor condition and could be eliminated. Due to the age and type of construction, it was a difficult task. All of the 36-inch pipe ordered was utilized to replace the old 36-inch pipe between the bypass box and the energy dissipater just prior to the headworks building. With diligent efforts from the entire team, the work was completed in just over 36-hours and the system was back to functioning properly.

Total costs for the project were:

City furnished materials - \$10,020.00

Infinity Construction (time and materials) - \$58,433.00

MCS (Professional Services and Coordination) - \$9,290.00

Total Project Cost - \$77,743.00

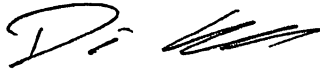
I would like to take this opportunity to thank all of the staff at the Water Reclamation Department. Without your efforts, cooperation and pride, this project would not have gotten done as quickly as it did. Your knowledge of the system and willingness to do whatever it took to expedite the fix helped both the contractor and us get this major issue rectified in record time.

A sincere thank you should also be given to Infinity Construction. Their willingness to stop work on all of their contracted projects in order to help the City of Scottsbluff, and complete a very difficult task with top notch quality and professionalism is a service that is unmatched.

Attached are invoices for Infinity Construction and MCS for your reference. Please feel free to contact us with any additional issues or concerns.

Sincerely,

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



David Schaff, P.E.

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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA AUTHORIZING AN EMERGENCY REPAIR AND REPLACEMENT OF THE MAIN TRUNK LINE FOR THE SANITARY SEWER INTO THE WASTEWATER TREATMENT PLANT AND THE EXPENDITURE OF \$77,743.00 FROM THE SEWER CONTINGENCY FUND AND DECLARING AN EMERGENCY.

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

Section 1. The City Council finds the following:

A. A collapse of the main trunk line for the sanitary sewer right before it reached the headworks building at the Wastewater Treatment Plant (the “Plant”) was discovered on July 8, 2021. An evaluation of the infrastructure and surrounding area revealed the City needs to replace and repair the main trunk line into the Plant (the “project”). City staff are not equipped to perform the project, from a safety or construction standpoint.

B. The collapse in the main trunk line creates a danger as no waste could reach the Plant and the waste has to be diverted and not treated which requires immediate action to complete the project.

C. An emergency exists because the collapsed main trunk line creates an immediate threat to public safety because it could cause property damage to customers and cause safety issues associated with raw waste being diverted. The City is required to act quickly to minimize the impact on the environment. The project must be completed as soon as possible. The scope for the project has exceeded the capabilities of City staff and contractor assistance is required. The City has utilized the service of an engineer to evaluate the site and scope of the project. The lowest amount for the scope of the project includes City furnished materials in the amount of \$10,020.00, time and materials from Infinity Construction in the amount of \$58,433.00 and engineering and coordination from M.C. Schaff & Associates in the amount of \$9,290.00, for a total project cost of \$77,743.00.

Section 2. The total cost of the project for Infinity Construction, M.C. Schaff and City materials in the amount of \$77,743.00 as previously described is accepted. The funds for this project will be taken from the sewer contingency fund.

Section 3. An emergency exists which requires this Ordinance be effective immediately due to the fact there is an immediate threat to public safety. This Ordinance shall take effect immediately upon the proclamation of the Mayor and publication of the Ordinance as required by law.

PASSED and APPROVED on August ___, 2021.

Mayor

Attest:

City Clerk (Seal)

Approved as to Form:

City Attorney

PROCLAMATION

On August __, 2021, the Mayor and City Council of the City of Scottsbluff passed and approved Ordinance No. _____ concerning the repair and replacement of the main trunk line for the sanitary sewer located right before it reaches the headworks building at the Wastewater Treatment Plant. Due to the fact the collapse in the main truck line of the sanitary sewer threatens to cause property damage to customers, cause safety issues associated with raw waste being diverted and the need to quickly minimize the impact on the environment, the collapse of the main trunk line for the sanitary sewer constitutes an immediate threat to public safety. This Ordinance must be effective immediately.

I, Jeanne McKerrigan, the Mayor of Scottsbluff, proclaim the existence of an emergency which requires the immediate operation of Ordinance No. _____. The Ordinance shall take effect immediately upon the signing of this Proclamation and publication of the Ordinance as required by law.

Mayor

Attest:

City Clerk (Seal)

City of Scottsbluff, Nebraska

Monday, August 2, 2021

Regular Meeting

Item Resolut.2

Council to discuss and consider action on a Resolution extending the date for written notice of termination in participation in the League Association of Risk Management (LARM) and consider the contribution credits for multi-year commitments.

Staff Contact: Dustin Rief, City Manager



1335 L. St, Ste 200
Lincoln, NE 68508
Phone: (402) 742-2600
Fax: (402) 476-4089
www.larmpool.org

July 1, 2021

Dear LARM Member,

Attached, please find your Renewal Coverage Proposal for the 2021-22 Pool Year. This proposal is itemized by line of coverage to represent your specific limits, deductibles, annualized contributions and to outline LARM's contribution credit options available for the new term.

As always, LARM continues to seek certainty on upcoming Member commitments to allow us to accurately forecast our financial position. Requiring all Members to make annual elections by means of the Renewal Resolution affords us the fiscal confidence to structure a more stable program year-over-year. In return, LARM is able to translate this financial benefit to our Members in the form of corresponding contribution credits. Because predictability is strongest when estimates have future value, completing a new resolution each year delivers the best opportunity for this objective. In addition, members are able to elect a Renewal Resolution at the three (3) year commitment at each new Pool Year, by doing so, they are able to receive the maximum 5% contribution credit available on an annual basis.

An important note regarding processing your annual Renewal Resolution if you are a Member that desires to competitively bid your coverage every three (3) years, or in the next three (3) years:

- If you already have a three (3) year Renewal Resolution at the 5% discount;
 - ↳ Execute a two (2) year Renewal Resolution at the 4% discount at the upcoming.
- If you already have a two (2) year Renewal Resolution at the 4% discount;
 - ↳ Execute a one (1) year Renewal Resolution for either the 2% or 0% discount.
- If you already have a one (1) year renewal Resolution, you must provide written notice of termination in accordance with the necessary days identified in the Renewal Resolution prior to the desired termination date.

An important note if you do not execute/return a Renewal Resolution for the new Pool Year:

- You will automatically drop to the next lower commitment/contribution credit for that Pool Year (for example: If you were at a three (3) year commitment and do not execute/return a Renewal Resolution for the new Pool Year, you will automatically drop to a two (2) year commitment).

The enclosed Renewal Resolution form for the new term is made available for your use in designating the annual selection for the 2020-21 Pool Year. Once you have elected your contribution credit option, please authorize the Renewal Resolution and return to LARM to the address provided on the form. In order that LARM is able to issue process invoices as quickly as possible and prior to inception of the 2020-21 Pool Year, LARM requests that the fully executed Renewal Resolution be received no later than **August 13, 2021**. Once the Renewal Resolution has been received by LARM, complete renewal packet materials (invoices, coverage documents, auto ID cards, etc.) will be prepared and delivered to you. We are happy to review and discuss any questions or concerns you may have regarding this important process; therefore, we encourage you to contact your agent or LARM customer Service if you need assistance.

Finally, the information presented in this communication packet does not include any potential mono-line insurance placements that are not part of the formal LARM Property, General Liability or Workers' Compensation coverages (such as Bonds, Special Events Coverage, Liquor Liability, etc.) Renewal details for such policies will continue to be provided under separate cover according to their respective effective dates. In addition, please be advised that your proposal may not reflect any endorsements recently processed, and bear in mind, that your final invoice amount may vary from the renewal packet based on such services that require contribution adjustment over the next several weeks.

As always, the LARM Board and staff are very pleased that your community will continue to support LARM as we move into our 26th year of unparalleled commitment to serving our Members. On behalf of each of us, I thank you for making our partnership a mutual success.

Sincerely,

LEAGUE ASSOCIATION OF RISK MANAGEMENT



Tracy Juranek

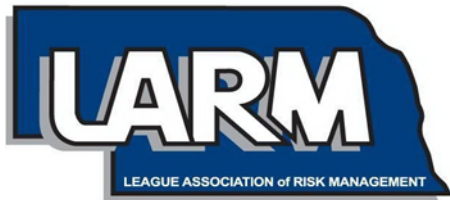
Customer Service Specialist/Assistant Executive Director



1335 L. St, Ste 200
Lincoln, NE 68508
Phone: (402) 742-2600
Fax: (402) 476-4089
www.larmpool.org

Important Postscript:

Nebraska Revised Statutes §44-4309(1) requires that any member of a government risk management pool may voluntarily terminate its participation in the pool, but must notify the Director of the Nebraska Department of Insurance and the other members of the pool at least ninety (90) days prior to the desired termination date. **The notification to the Nebraska Department of Insurance and to LARM should be sent via certified mail.** The member's decision to terminate participation in the government risk pool is subject to the approval of the Director of the Nebraska Department of Insurance.



Proposal For: City of Scottsbluff

Effective Date: 10/1/2021

COVERAGE	LIMITS AND APPLICABLE DEDUCTIBLES	CONTRIBUTION
Worker's Compensation	Statutory Limits \$500,000 Employer Liability	\$198,727
General Liability	\$5,000,000/\$5,000,000 Per Occurrence/Aggregate \$0 Deductible	\$126,050
Errors & Omissions	\$5,000,000/\$5,000,000 Per Occurrence/Aggregate \$2,500 Deductible	\$24,636
Law Enforcement Liability	\$5,000,000/\$5,000,000 Per Occurrence/Aggregate \$2,500 Deductible	\$31,368
Auto Liability	\$5,000,000 Combined Single Limit \$0 Deductible	\$26,544
Auto Physical Damage	144 x Vehicles \$ Varies on Deductible	\$117,852
Commercial Property	\$66,071,332 \$1,000 Deductible	\$230,796
TOTAL ANNUAL CONTRIBUTION:		\$755,973

Contribution Credit Options

	180 Day Notice, 3 Year Commitment	180 Day Notice, 2 Year Commitment	180 Day Notice Only	90 Day Notice, 3 Year Commitment	90 Day Notice, 2 Year Commitment	90 Day Notice Only
Commitment Discount:	5%	4%	2%	2%	1%	0%
Property & Liability:	\$529,383	\$534,956	\$546,101	\$546,101	\$551,673	\$557,246
Workers' Compensation:	\$188,790	\$190,777	\$194,752	\$194,752	\$196,739	\$198,726
Total Contribution:	\$718,174	\$725,733	\$740,853	\$740,853	\$748,412	\$755,972

**League Association of Risk Management
2021-22 Renewal Resolution**

RESOLUTION NO. 21-08-01

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

WHEREAS, section 8.10 of the Interlocal Agreement for the Establishment and Operation of the League Association of Risk Management provides that a member may voluntarily terminate its participation in LARM by written notice of termination given to LARM and the Nebraska Director of Insurance at least 90 days prior to the desired termination given to and that members may agree to extend the required termination notice beyond 90 days in order to realize reduced excess coverage costs, stability of contribution rates and efficiency in operation of LARM; and

WHEREAS, the Board of Directors of LARM has adopted a plan to provide contribution credits in consideration of certain agreements by members of LARM as provided in the attached letter.

BE IT RESOLVED that the governing body of The City of Scottsbluff, Nebraska, in consideration of the contribution credits provided under the LARM Board's plan, agrees to:

- ☒ Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2024. **(180 day and 3 year commitment; 5% discount)**
- ☐ Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2023. **(180 day and 2 year commitment; 4% discount)**
- ☐ Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2022. **(180 day notice only; 2% discount)**
- ☐ Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30, 2024. **(90 day notice and 3 year commitment only; 2% discount)**
- ☐ Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30, 2023. **(2 year commitment only; 1%)**
- ☐ Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30, 2022. **(90 day Notice only)**

Adopted this 2nd day of August, 2021.

Signature:	_____
Title:	_____ Mayor _____
ATTEST:	_____
Title:	_____ City Clerk _____

Please email (customerservice@LARMpool.org) or fax (402.476.4089) the completed resolution to LARM.

City of Scottsbluff, Nebraska

Monday, August 2, 2021

Regular Meeting

Item Reports1

Council to discuss and consider action on approving the Donation Agreement with Smith Properties and authorize the Mayor to sign the Agreement.

Staff Contact: Dustin Rief, City Manager

REAL ESTATE DONATION AGREEMENT

THIS REAL ESTATE DONATION AGREEMENT ("Agreement") is made on this _____ day of _____, 2021, by and between Smith Land Company, LLC, a Nebraska limited liability company, ("Donor") and City of Scottsbluff, a Nebraska municipal corporation ("City").

W I T N E S S E T H

WHEREAS, Donor is the sole owner of the real estate located in Scotts Bluff County, Nebraska and described below:

Lot 2, Block 2, WEBBER MANOR FOURTH ADDITION, to the City of Scottsbluff, Scotts Bluff County, Nebraska.

WHEREAS, Donor has agreed to donate and transfer to City all of its interest in the above described real estate as a charitable contribution;

WHEREAS, City, as a political subdivision under Section 170(c)(1) of the Internal Revenue Code, will acknowledge the donation as a gift for solely public purposes;

WHEREAS, City has agreed to accept the above described donation subject to the terms and conditions set forth herein; and

NOW, THEREFORE, based on the above premises and the mutual covenants hereinafter set forth, it is agreed between Donor and City as follows:

1. Donor agrees to convey and transfer to City and City agrees to accept from Donor all of its ownership interest in the real estate described hereinabove.
2. Donor's estimate of the current fair market value of the real estate being conveyed herein is \$ 42,000.00. Donor has obtained a real estate appraisal performed by a Nebraska licensed real estate appraiser for the real estate being donated, as well as real estate Donor is retaining and is estimating the current value from that real estate appraisal. It is understood that the Donor intends to claim the value of the real estate interest being conveyed as a noncash charitable contribution for tax purposes and is made exclusively for public purposes. City makes no representation regarding the fair market value of real estate interest being conveyed or any tax related consequences of transaction contemplated by this Agreement. Donor will obtain independent tax counsel and be solely responsible for compliance with the gift value substantiation requirements of the Internal Revenue Code and the completion and filing of IRS Form 8283. City agrees to have its Mayor sign the acknowledgment section of IRS Form 8283 that is correctly completed.
3. Donor represents as follows as to the above described real estate:

- a. To the best of Donor's knowledge, the real estate has never been used for underground storage tanks and is in compliance with all environment statutes, ordinances and regulations.
 - b. To the best of Donor's knowledge, there are no other persons or entities (except as disclosed herein) who have or claim an interest in the real estate.
4. Closing shall occur at a time and place to be agreed upon by Donor and City. At closing, Donor shall deliver a Warranty Deed to City conveying the interest in the real estate described herein. Donor and City shall execute any and all necessary documents to accomplish the transfer described herein.
5. The interest in the real estate described herein shall be transferred to City free and clear of all mortgages, deeds of trust, liens, security interests and other encumbrances. Prior to closing, Donor shall deliver to City a title insurance commitment which will be reviewed by the City Attorney. If the title commitment shows title defects that cannot be corrected, City may withdraw from this Agreement.
6. The real estate taxes shall be prorated to the closing date. City shall pay for all expenses in subdividing the real estate, including for cost of the plat, the title insurance commitment and the cost of filing the Warranty Deed.
7. This Agreement and the agreements and instruments to be executed and delivered hereunder set forth the entire agreement of the parties with respect to the subject matter hereof and supersede and discharge all prior agreements (written or oral) and negotiations and all contemporaneous oral agreements concerning such subject matter and negotiations.
8. Unless expressly agreed in writing by the applicable party, neither the failure of nor any delay by any party to this Agreement to enforce any right hereunder or to demand compliance with its terms is a waiver of any right hereunder. No action taken pursuant to this Agreement on one or more occasions is a waiver of any right hereunder or constitutes a course of dealing that modifies this Agreement.
9. No waiver of any right or remedy under this Agreement shall be binding on any party unless it is in writing and is signed by the party to be affected. No such waiver of any right or remedy under any term of this Agreement shall in any event be deemed to apply to any subsequent default under the same or any other term contained herein.
10. No amendment, modification or termination of this Agreement shall be binding on any party hereto unless it is in writing and is signed by the party to be charged.
11. The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective personal representatives or corporate successors.

12. Nothing herein express or implied is intended or shall be construed to give any person other than the parties hereto any rights or remedies under this Agreement.
13. This Agreement shall be governed by the laws of the State of Nebraska.
14. It is the intent of the Donor that this Agreement and the donation contemplated hereby shall for all purposes be treated as a charitable contribution made to a political subdivision for exclusively public purposes under Section 170 (c)(1) of the Internal Revenue Code.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below their respective names.

Smith Land Company, LLC, a Nebraska
Limited liability company, Donor

City of Scottsbluff, a Nebraska
municipal corporation, City

BY _____
Mark A. Smith, Authorized Member

BY _____
Jeanne McKerrigan, Mayor

Date _____

Date _____

ATTEST: _____
City Clerk

SUBSCRIBED AND SWORN to before me on this _____ day of _____,
2021, by Mark A. Smith, as authorized member of Smith Land Company, LLC, a Nebraska
limited liability company, for and on behalf of the company, Donor,

Notary Public

My Commission Expires:

SUBSCRIBED AND SWORN to before me on this _____ day of _____,
2021, by Jeanne McKerrigan, Mayor of Scottsbluff, Nebraska, a Nebraska municipal
corporation, for and on behalf of the City.

Notary Public

My Commission Expires:

City of Scottsbluff, Nebraska

Monday, August 2, 2021

Regular Meeting

Item Reports2

Council to discuss and consider action on the Roadway Surfacing Agreement with BNSF Railway Company and authorize the Mayor to sign the Agreement.

Staff Contact: Mark Bohl, Public Works Director



Jones Lang LaSalle Brokerage, Inc.
4200 Buckingham Rd., Suite 110
Fort Worth, Texas 76155
tel +1 817-230-2600, fax +1 817 306-8265

July 26, 2021

NOTE: This Agreement is contingent upon BNSF Roadmaster Approval

City of Scottsbluff
Attention: Mr. Mark Bohl
2525 Circle Drive
Scottsbluff, NE 69361

21W-10924

Dear Mr. Bohl:

Attached please find a copy of the requested contract for execution by an official authorized to execute contract agreements on behalf of your company. Please print one (1) copy, execute, and **return with original signature** for completion on part of BNSF Railway Company ("BNSF") to this office.

Please note the agreements cannot be executed by BNSF without an approved insurance certificate. If there are any issues with your insurance, you will be contacted by a member of the Risk Management team of BNSF Railway. Please submit the following documents to BNSF@certfocus.com:

1. A Certificate of Insurance as required in the agreement.
2. A **separate policy** for Railroad Protective Liability Insurance as required in the agreement (**ORIGINAL POLICY MUST BE PROVIDED**). BNSF Railway Company will be the only insured party; OR;

In lieu of providing a separate policy for Railroad Protective Liability Insurance, you may participate in the BNSF's Railroad Protective Policy by checking the appropriate box in the contract and including an additional \$633.00 with your check and signed agreements.

PLEASE ADVISE IF THIS PROJECT IS ARRA FUNDED.

Acceptance and deposit of any check by BNSF does not constitute an agreement between BNSF and Licensee for the requested license. BNSF shall not be obligated to hold the check in a separate fund, but may commingle the funds with other funds of BNSF, and in no event shall BNSF be responsible for interest on said funds.

The enclosed permit is not a binding agreement and shall become binding only when, and if, it is executed by you and fully approved and executed by BNSF Railway Company. Upon completion on behalf of BNSF, one fully executed counterpart will be returned for your records.

The specifications/plans you provided may differ from BNSF's minimum specification requirements. Therefore, prior to your installation, please review the Exhibit A to determine the specifications necessary for your installation.

Please be informed that if contracts, fees, and insurance are not returned within sixty (60) days, the processing fee will increase to \$1,600.00.

Sincerely,

Flor Flores

Flor Flores
Permit Manager
Attachment

ROADWAY SURFACING AGREEMENT

This Roadway Surfacing Agreement ("Agreement") is entered into effective as of this the ____ day of _____ 2021, by and between **CITY OF SCOTTSBLUFF**, ("Contractor"), a Nebraska corporation, and **BNSF RAILWAY COMPANY** ("Railway"), a Delaware corporation.

WHEREAS, Railway operates a freight transportation system by rail with operations throughout the United States and Canada; and

WHEREAS, desires Contractor to surface the roadway adjacent to and upon Railway's right of way, and Contractor is willing to perform such services.

NOW, THEREFORE, in consideration for Railway entering this Agreement with Contractor and granting Contractor permission to enter upon the Premises (defined herein), Contractor agrees with Railway as follows:

SECTION 1. SCOPE OF SERVICES

Contractor shall perform the following services, hereinafter described as Work":
a parcel of land to be used for roadway resurfacing project approaching tracks, mill out 2" of existing pavement with overlay with 2" asphalt
Line Segment 0005 and Mile Post 31.02

Performance of the Work will necessarily require Contractor to enter Railway's right of way and property ("Premises"). Contractor agrees that no work shall be commenced on the Premises until (i) this Agreement is executed by both Contractor and Railway; and (ii) Railway approves the insurance required to be maintained by Contractor hereunder. Contractor further agrees that if this Agreement is not executed by the owner, general partner, president, or vice-president of Contractor, Contractor shall furnish Railway with evidence certifying that the signatory is empowered to execute this Agreement.

This License shall commence on the Effective Date and shall continue for a period one hundred eighty (180) days, subject to prior termination as hereinafter described.

SECTION 2. PAYMENT OF FEES

shall be responsible for payment to Contractor for the Work performed under this Agreement.

SECTION 3. RELEASE OF LIABILITY AND INDEMNITY

Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorney's fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. **THE LIABILITY ASSUMED BY CONTRACTOR SHALL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF RAILWAY.**

THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR SHALL INCLUDE ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE BOILER INSPECTION ACT, WHENEVER SO CLAIMED.

Contractor further agrees, at its expense, in the name and on behalf of Railway, that it shall adjust and settle all claims made against Railway, and shall, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway shall give notice to Contractor, in writing, of the receipt or pendency of such claims and thereupon Contractor shall proceed to adjust and handle to a conclusion such claims, and in the event of a suit brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, shall defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.

It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement shall survive any termination of this Agreement.

SECTION 4. INSURANCE.

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

- A. **Commercial General Liability Insurance.** This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$ 4,000,000. Coverage must be purchased on a post 1998 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:
- ◆ Bodily Injury and Property Damage
 - ◆ Personal Injury and Advertising Injury
 - ◆ Fire legal liability
 - ◆ Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- ◆ It is agreed that any workers' compensation exclusion does not apply to **Railroad** payments related to the Federal Employers Liability Act or a **Railroad** Wage Continuation Program or similar programs and any payments made are deemed not to be either payments made or obligations assumed under any Workers Compensation, disability benefits, or unemployment compensation law or similar law.
- ◆ The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- ◆ Any exclusions related to the explosion, collapse and underground hazards shall be removed.

No other endorsements limiting coverage as respects obligations under this Agreement may

be included on the policy.

- B. **Business Automobile Insurance.** This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:
- ◆ Bodily injury and property damage
 - ◆ Any and all vehicles owned, used or hired
- C. **Workers Compensation and Employers Liability Insurance.** This insurance shall include coverage for, but not limited to:
- ◆ Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
 - ◆ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.
- D. **Railroad Protective Liability Insurance.** This insurance shall name only the Railroad as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy shall be issued on a standard ISO form CG 00 35 10 93 and include the following:
- ◆ Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
 - ◆ Endorsed to include the Limited Seepage and Pollution Endorsement
 - ◆ Endorsed to include Evacuation Expense Coverage Endorsement
 - ◆ No other endorsements restricting coverage may be added
 - ◆ The original policy must be provided to the Railroad prior to performing any work or services under this Agreement

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$ 633.00.

- ☐ I **elect** to participate in Licensor's Blanket Policy;
- ☐ I **elect not** to participate in Licensor's Blanket Policy.

E. Other Requirements:

Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages and certificates of insurance shall reflect that no exclusion exists.

Contractor agrees to waive its right of recovery against **Railroad** for all claims and suits against **Railroad**. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against **Railroad** for all claims and suits. The certificate of insurance must reflect the waiver of subrogation endorsement. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against **Railroad** for loss of its owned or leased property or property under contractor's care, custody or control.

Contractor's insurance policies through policy endorsement, must include wording which states that the policy shall be primary and non-contributing with respect to any insurance carried by **Railroad**. The certificate of insurance must reflect that the above wording is included in evidenced policies.

All policy(ies) required above (excluding Workers Compensation and if applicable, Railroad Protective) shall include a severability of interest endorsement and **Railroad** shall be named as an additional insured with respect to work performed under this agreement. Severability of interest and naming **Railroad** as additional insured shall be indicated on the certificate of insurance.

Contractor is not allowed to self-insure without the prior written consent of **Railroad**. If granted by **Railroad**, any deductible, self-insured retention or other financial responsibility for claims shall be covered directly by contractor in lieu of insurance. Any and all **Railroad** liabilities that would otherwise, in accordance with the provisions of this **Agreement**, be covered by contractor's insurance will be covered as if contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Prior to commencing the Work, contractor shall furnish to **Railroad** an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments and referencing the contract audit/folder number if available. The policy(ies) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify **Railroad** in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision shall be indicated on the certificate of insurance. Upon request from **Railroad**, a certified duplicate original of any required policy shall be furnished.

Any insurance policy shall be written by a reputable insurance company acceptable to **Railroad** or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provide.

Contractor represents that this **Agreement** has been thoroughly reviewed by contractor's insurance agent(s)/broker(s), who have been instructed by contractor to procure the insurance coverage required by this **Agreement**. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

Not more frequently than once every five years, **Railroad** may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by contractor, contractor shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming **Railroad** as an additional insured, and shall require that the subcontractor shall release, defend and indemnify **Railroad** to the same extent and under the same terms and conditions as contractor is required to release, defend and indemnify **Railroad** herein.

Failure to provide evidence as required by this section shall entitle, but not require, **Railroad** to terminate this **Agreement** immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of contractor's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by contractor shall not be deemed to release or diminish the liability of contractor including, without limitation, liability under the indemnity provisions of this **Agreement**. Damages recoverable by **Railroad** shall not be limited by the amount of the required insurance coverage.

Prior to entering the Premises, Licensee shall and shall cause its contractor to comply with all Licensor's applicable safety rules and regulations. Prior to commencing any work on the Premises, Licensee shall complete and shall require its contractor to complete the safety-training program at the following Internet Website "<http://www.contractororientation.com>". This training must be completed no more than one year in advance of Licensee's entry on the Premises.

For purposes of this section, **Railroad** shall mean "Burlington Northern Santa Fe Corporation", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

SECTION 5. PROTECTION OF RAILWAY FACILITIES AND RAILWAY FLAGGER SERVICES

A. The Contractor shall give a minimum of at least thirty (30) working days notice to the roadmaster at Clayton Maddox, telephone 308-630-6946, in advance of when flagging services will be required to bulletin the flaggers position and shall provide five (5) working days notice to the Roadmaster to abolish the position per union requirements.

B. Railway flagger and protective services and devices will be required and furnished when Contractor's work activities are located over or under of and within twenty-five (25) feet measured horizontally from center line of the nearest track and when cranes or similar equipment positioned outside of 25-foot horizontally from track center line that could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:

(1). When in the opinion of the Railway's representative, it is necessary to safeguard the Premises , employees, trains, engines and facilities.

(2). When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.

(3). When work in any way interferes with the safe operation of trains at timetable speeds.

(4). When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.

(5). Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.

C. Flagging services will be performed by qualified Railway flaggers. Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 5 (d)** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Roadway, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred. Licensee shall bear the cost of flagger services and other safety measures provided by Licensor, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour

basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this **Section 5**.

D. All invoices are due thirty (30) days after the date of invoice. In the event that Licensee shall fail to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law.

(1) A flagging crew generally consists of one employee. However, additional personnel may be required to protect the Premises and operations, if deemed necessary by the Railway's representative.

(2) Each time a flagger is called, the minimum period for billing shall be the eight (8) hour basic day.

(3) The cost of flagger services provided by the Railway, when deemed necessary by the Railway's representative, will be borne by the City's contractor.

SECTION 6. INDEPENDENT CONTRACTOR

In the performance of the Work under this Agreement, Contractor will be considered as an independent contractor, neither Contractor nor any of its employees, subcontractors, agents or servants will be considered as employees of Railway in any respect. Contractor shall have the exclusive right and duty to control the work of its employees. All persons employed by Contractor or any of its subcontractors in the performance of this Agreement shall be the sole employees of Contractor or its subcontractors. Contractor will be given general directions and instructions regarding the Work to be rendered under this Agreement; however, direct supervision of Contractor's employees will be Contractor's responsibility and obligation.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

CITY OF SCOTTSBLUFF

2525 Circle Drive
Scottsbluff, NE 69361

BNSF RAILWAY COMPANY

Jones Lang LaSalle Brokerage, Inc.,
its Attorney in Fact
4200 Buckingham Rd., Suite 110
Fort Worth, TX 76155

By: _____
Print
Name: _____
Title: _____

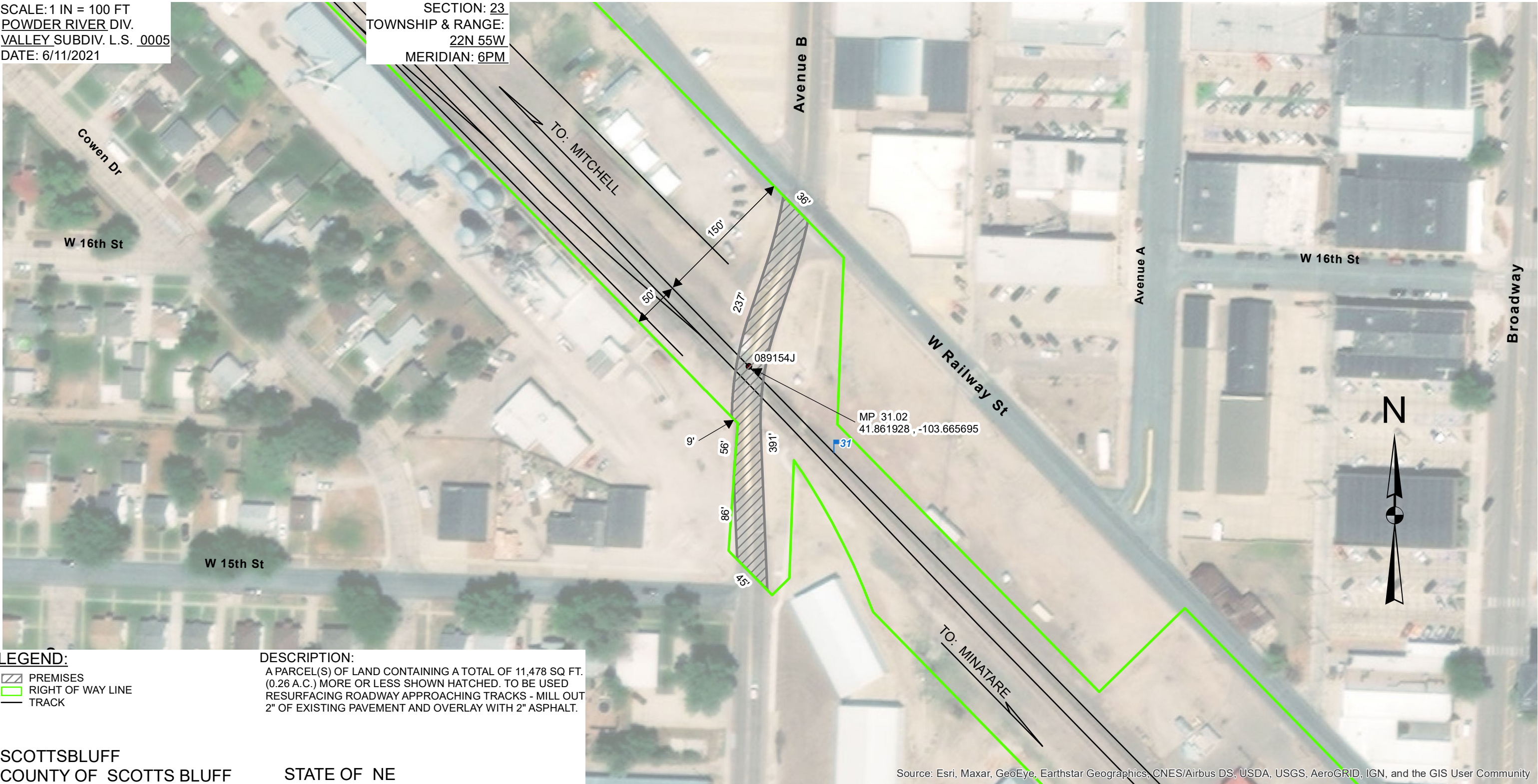
By: _____
Shane Krueger
Title: Vice President - Permits & Special Proj. _____

EXHIBIT "A"
ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND

CITY OF SCOTTSBLUFF

SCALE: 1 IN = 100 FT
POWDER RIVER DIV.
VALLEY SUBDIV. L.S. 0005
DATE: 6/11/2021

SECTION: 23
TOWNSHIP & RANGE:
22N 55W
MERIDIAN: 6PM



LEGEND:
PREMISES
RIGHT OF WAY LINE
TRACK

DESCRIPTION:
A PARCEL(S) OF LAND CONTAINING A TOTAL OF 11,478 SQ FT.
(0.26 A.C.) MORE OR LESS SHOWN HATCHED. TO BE USED
RESURFACING ROADWAY APPROACHING TRACKS - MILL OUT
2" OF EXISTING PAVEMENT AND OVERLAY WITH 2" ASPHALT.

SCOTTSBLUFF
COUNTY OF SCOTTS BLUFF STATE OF NE

DRAWN BY: NAF DRAWING NO. 81891

City of Scottsbluff, Nebraska

Monday, August 2, 2021

Regular Meeting

Item Reports3

Council to review the funds cost estimates of items on the discretionary project list and discuss and consider action on those items.

Staff Contact: Dustin Rief, City Manager

ITEM	LOCATION	DESCRIPTION	COST
11. Youth Soccer Goals	Northwood	6.5x12 pair	3,299.99
	Mc Caffree	6.5x12 pair	3,299.99
	Bea Lovell	6.5x12 pair	3,299.99
	Veteran's	6.5x12 pair	3,299.99
	TOTAL		\$ 13,199.96
12. Backstops	Northwood	3 10x10	8,999.97
	McCaffree	1 10x10	2,999.99
	Bea Lovell	1 10x10	2,999.99
	Terry Carpenter	1 10x10	2,999.99
	Veteran's	1 10x10	2,999.99
	TOTAL		\$ 20,999.93
14. Trees on new Pathway	Along Pathway	30 Trees	150.00
	TOTAL		\$ 5,000.00
15. Fence for Dog Park	Terry Carpenter	1,000 ft	8,868.33
	TOTAL		\$ 8,868.33
16. Horseshoe Pit Fence	Frank	4 ft chainlink	9,513.99
	TOTAL		\$ 9,513.99
20. Benches downtown	Broadway	8 benches	800.00
	TOTAL		\$ 6,400.00
TOTAL COST ESTIMATE			\$ 63,982.21