

CITY OF SCOTTSBLUFF
Scottsbluff City Council Chambers
2525 Circle Drive
CITY COUNCIL AGENDA

Regular Meeting
July 15, 2013
6:00 PM

1. Roll Call
2. Pledge of Allegiance.
3. **For public information, a copy of the Nebraska Open Meetings Act is available for review.**
4. Notice of changes in the agenda by the city clerk (Additions may not be made to this agenda less than 24 hours before the beginning of the meeting unless added under Item 5 of this agenda.)
5. Citizens with business not scheduled on the agenda (As required by state law, no matter may be considered under this item unless council determines that the matter requires emergency action.)
6. Consent Calendar:
 - a) Approve the minutes of the July 1, 2013 Regular Meeting.
 - b) Cancel the July 29, 2013 Regular Council Meeting as two regular meetings will have already been held in the month of July.
 - c) Council to consider a Community Festival Permit for the Downtown Scottsbluff Association for "Sidewalk Sales" on Broadway from 15th St. to 20th St. on July 18, 19 & 20, 2013 from 7:00 a.m. to 7:00 p.m.
7. Claims:
 - a) Regular Claims - July 15, 2013
 - i) Claim approval with the exception of the League of NE Municipalities in the amount of \$95.00 which will be considered as a conflict claim.
 - b) Conflict Claims: Approve claim to the League of NE Municipalities in the amount of \$95.00.
 - i) Council Member Boeckner is a Board Member member of the League of NE Municipalities and should abstain from voting on a payment to the League.
8. Petitions, Communications, Public Input:
 - a) Council to consider approving an Inter-local Agreement with Scotts Bluff County for the Consolidation Communication Center and authorize the Mayor to execute the agreement.
9. Reports from Staff, Boards & Commissions:

- a) Council to consider the Memorandum of Understanding for the WING/HIDTA Drug Task force and authorize the Mayor to execute the agreement.
 - i) This proposed Memorandum of Understanding (MOU) is an updated version that has been created and agreed upon by all WING Task Force board members. This MOU has been provided to legal counsel of the local jurisdictions for review. The guidelines set forth in this MOU provide procedures to agencies for day-to-day operations and only serves to add cohesiveness to the WING/HIDTA Drug Task Force. It is necessary to have the Council review the MOU and authorize the Mayor to sign it.
 - b) Council to approve the HIDTA Program Policy 2013 Non-Supplanting Certification and authorize the Mayor to execute the certification.
 - c) Council to consider amending the Traffic Light Resolution, eliminating the stop light at East 20th Street and 11th Avenue.
 - i) Council consideration to remove traffic signal at 20th Street and 11th Avenue due to decreased traffic flow on 20th Street. The north-south traffic would have stop signs in place if traffic signal is approved to be removed.
 - d) Council to consider the Library Fire Sprinkler inspection contract with Bamford, Inc. and authorize the Mayor to execute the agreement.
 - i) The attached contract with Bamford will allow for a yearly inspection of the library's fire sprinkler system and backflow preventer. The cost for this inspection is proposed at \$200 per yearly inspection. Bamford was recommended by fellow city staff and the proposed contract will keep the library in compliance in regards to the yearly inspections of our fire sprinkler system.
 - e) Directions and instructions to staff concerning categories of use for KENO funds.
10. Resolution & Ordinances:
- a) Council to consider the Ordinance authorizing the sale of city-owned property located at 120 5th Avenue (THIRD READING).
 - b) Council to consider the Ordinance authorizing the sale of city-owned property located at Lots 1 – 4, Block 2, Paul Mohr Addition (THIRD READING).
 - c) Council to consider the Ordinance for the zone change, proposed Lot 1, Spengler subdivision, a replat of Lot 1, Hessler subdivision from Ag to Ag Residential (located west of 5th Avenue and North of 42nd Street) AND, proposed Block 1, King's Acres from Ag to Ag Residential
 - d) Council to consider an Ordinance text change amendment to Chapter 21 Subdivisions - 2101-10(B) General Provisions.
11. Public Comments: The purpose of this agenda item is to allow for public comment of items for potential discussion at a future Council Meeting. Comments brought to the Council are for information only. The Council will not take any action on the item except for referring it to staff to address or placement on a future Council Agenda. This comment period will be limited to three (3) minutes per person

12. Council reports (informational only):
13. Scottsbluff Youth Council Representative report (informational only):
14. Executive Session: (Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda.)

Following passage of motion to enter into executive session, presiding officer must state purpose of executive session.

15. Action Items:
16. Adjournment.

City of Scottsbluff, Nebraska

Monday, July 15, 2013

Regular Meeting

Item Consent1

Approve the minutes of the July 1, 2013 Regular Meeting.

Minutes: July 1, 2013 Regular Meeting

Staff Contact: Cindy Dickinson

Regular Meeting
July 1, 2013

The Scottsbluff City Council met in a regular meeting on Monday, July 1, 2013 at 6:00 p.m. in the Council Chambers of City Hall, 2525 Circle Drive, Scottsbluff. A notice of the meeting had been published on June 28, 2013, 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 accommodation to attend the council meeting should contact the city clerk's office, and that an agenda of the meeting kept continuously current was available for public inspection at the office of the city clerk in City Hall; provided, the city council could modify the agenda at the meeting if it determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been delivered to each council member, made available to radio stations KNEB, KMOR, KOAQ, and television stations KSTF and KDUH, and the Star Herald. The notice was also available on the City's website on June 28, 2013. An agenda kept continuously current was available for public inspection at the office of the city clerk at all times from publication of the notice to the time of the meeting.

Mayor Randy Meininger presided and City Clerk Dickinson recorded the proceedings. Mayor Meininger welcomed everyone in attendance and encouraged all citizens to participate in the council meeting asking those wishing to speak to come to the microphone and state their name and address for the record. Mayor Meininger informed those in attendance that a copy of the Nebraska Open Meetings Act is posted in the back of the room on the west wall for the public's review. The following Council Members were present: David Boeckner, Raymond Gonzales, Randy Meininger, Mike Deibert, and Scott Shaver. Absent: None.

Mayor Meininger asked if there were any changes to the agenda. City Clerk Dickinson had a clarification of the item regarding the time of the Special Meeting scheduled for July 25, 2013, which will be held at 10:00 a.m. Mayor Meininger asked to have the item dealing with installation of a water extension at Airport Road on the Consent Agenda moved to regular agenda item no. 7c. Mayor Meininger asked if any citizens with business not scheduled on the agenda wished to include an item providing the City Council determines the item requires emergency action. There were none.

Moved by Council Member Boeckner, seconded by Council Member Deibert, that:

1. "The minutes of the June 17, 2013 Regular Meeting be approved,"
2. "A special meeting be set for July 25, 2013 at 10:00 a.m., City Council Chambers, for the purpose of conducting a budget work shop,"
3. "The following Council Member absences be approved: Mayor Meininger: May 20, 2013; Council Member Boeckner: June 3, 2013; Council Member Deibert: June 17, 2013, "YEAS", Boeckner, Gonzales, Deibert, Shaver and Meininger, "NAYS" None. Absent: None.

Moved by Council Member Boeckner, seconded by Council Member Gonzales, "that the following claims be and hereby are approved and should be paid as provided by law out of the respective funds designated in the list of claims dated July 1, 2013, as on file with the City Clerk and submitted to the City Council," "YEAS", Boeckner, Gonzales, Deibert, and Meininger, "NAYS" Shaver. Absent: None.

CLAIMS

PAYROLL \$63,127.74 W/H; REGIONAL CARE \$49,452.63 INS CLAIMS; WELLS FARGO \$25,886.92 RETIREMENT; PVNB-HEALTH SAVINGS \$12,008.46 EMP DED; STATE OF NE \$21,854.34 PAYROLL TAX; NEBRASKA CHILD SUPPORT PAYMENT CENTER \$2,374.79; 3M CENTER-TRAFFIC CONTROL \$3,353.50 SUPP; ACSI \$141.79 WAGE ATTACH; A G T BATTERY

SUPPLY \$39.07 SUPP; AIR CLEANING TECH \$1,078.50 REPAIRS; AMAZON.COM HDQRTRS \$921.82 SUPP; AQUA PRODUCT KC \$481.36 SUPP; BAKER & ASSOC \$632.50 STUDY; BAKER & TAYLOR \$15.26 BOOKS; BENZEL PEST CONTROL \$125.00 MAINT; BLUFFS SAN SUPPLY \$1,646.97 MAINT SUPP; FARM PLAN \$29.74 SUPP; BSN CORPORATION \$540.36 SUPP; CHRIS BURBACH \$97.00 BUS TRVL; CAPITAL BUSINESS SYST \$200.42 MAINT; CAREERTRACK \$398.00 TRNG; CASH-WA DISTRIBUTING \$2,006.59 CONCESSIONS; CEMENTERS \$136.42 SUPP; CENTURY LUMBER CENTER \$27.12 SUPP; COLONIAL LIFE \$48.70 INS; CONTRACTORS MAT \$773.61 SUPP; CREDIT MANAGEMENT SERVICES INC \$194.77 WAGE ATTACH; CULLIGAN \$16.20 SUPP; DALES TIRE & RETREAD \$127.23 REPAIRS; ELLIOTT EQUIP \$421.92 PARTS; DUSTY ELSEN \$3.05 INS REIMB; ENVIRO SERV \$154.00 SAMPLES; ENV ANALYSIS SOUTH \$311.00 SAMPLE; NANCY ESCAMILLA \$190.58 SUPP; FASTENAL \$23.78 PARTS; FEDERAL EXPRESS \$94.89 SAMPLE; FIRST WIRELESS, INC \$110.46 REPAIRS; FLOYDS SALES & SERV \$1,309.59 PARTS; ANDREA FREDRICKSON \$154.00 BUS TRVL; GAME FORCE \$42.19 REFUND; FRANK IMP \$142.64 PARTS; LARRY B FRITZLER \$157.00 SUPP; FYR-TEK \$213.45 REPAIRS; GENERAL TRAFFIC CONTROLS \$609.27 PARTS; GERING VALLEY PLUMBING & HTG. \$3,975.00 REPAIRS; GLOCK INC. \$195.00 TRNG; GOLD WATCH LLC \$1,777.50 CONTRACTUAL; JOSH E GOMEZ \$800.00 CONTRACTUAL; ROBERT GOMEZ \$180.00 UMPIRE REE; RENAE GRIFFITHS \$1,072.60 BUS TRVL; HARRIS COMP SYSTEMS \$4,743.40 TECH ASST; HAWKINS \$4,456.90 SUPP; HEILBRUN FARM IND SUPP \$262.41 PARTS; HENWIL CORPORATION \$5,198.00 SUPP; HI TECH AUTO \$286.76 MAINT; TECHNICAL MAINTENANCE & SVC CO \$4,737.20 PARTS; DAVID MICHAEL HOSPODKA \$72.00 UMPIRE FEES; HULLINGER GLASS & LOCKS \$217.25 SUPP; HWM \$425.00 MAINT; HYDROTEX \$278.84 SUPP; ICMA RETIREMENT TRUST \$1,114.97 RETIREMENT; IND PLMBG & HTG \$1,556.60 PARTS; INTL CODE COUNCIL \$44.00 SUPP; JIRDON AGRI CHEM \$456.00 SUPP; RICHARD JOHNSON \$650.00 CONTRACTUAL; KOVARIK, ELLISON, MATHIS & WEIME \$930.00 LEGAL FEES; KRIZ DAVIS \$502.74 PARTS; JAMY A LAWSON \$218.00 UMPIRE FEES; LOGAN CONTRACT SUPPLY \$2,009.45 PARTS; CHRIS LUNA \$17.25 REFUND; MARKETING CONSULTANTS \$128.00 UNIFORMS; RAFAEL MARTINEZ \$31.27 REFUND; MENARDS \$1,306.21 PARTS; PAUL MENDOZA \$252.00 UMPIRE FEES; MID-CONTINENT SAFETY LLC \$261.59 PARTS; MID-IOWA SOLID WASTE EQUIPMENT \$1,122.83 PARTS; MIKES STORE \$160.50 UNIFORMS; MEGAN MILLER \$16.63 SUPP; MONEY WISE OFFICE SUPPLIES \$150.00 SUPP; MURDOCHS RANCH & HOME SUPPLY \$131.73 EQUIP; NE DEPT OF REV \$206.56 TAX; NE DEPT OF ROADS \$56,017.67 BDWY CONSTR; STATE OF NE \$882.00 TESTS; NE LAW ENF TRAINING CNTR \$54.00 TRNG; NE SUPREME COURT \$118.00 PUBLICATIONS; NEBR ENVIRONMENTAL PRODUCTS \$3,688.94 REPAIRS; NW PIPE FITTINGS \$378.57 PARTS; NPPD \$67,483.05 UTILITIES; UPSTART ENTERPRISES, LLC \$389.86 SUPP; OREGON TRAIL PLBG & HTG \$175.00 REPAIRS; PANHANDLE COOP \$9,511.62 FUEL; PANHANDLE HUMANE SOC \$4,776.24 CONTRACTUAL; PAUL REED CONST \$2,177.26 SUPP; PEACEFUL PRAIRIE NURSERY, INC \$447.00 SUPP; PEPSI COLA \$513.45 CONCESSIONS; PERMA-BOUND \$1,225.12 BOOKS; POSTMASTER \$496.54 POSTAGE; PRINT BROKER \$129.00 SUPP; INDEPENDENCE MOTEL PROP \$150.00 BUS TRVL; RCI \$37,918.49 INS; REAMS SPRINKLER SUPP \$454.83 PARTS; REG WEST MED CNTR \$53.74 SUPP; REGISTER OF DEEDS \$66.00 RECORDING; RUDY RESENDIZ \$24.45 REFUND; WY FIRST AID/SAFETY \$68.69 SUPP; ESQUIO RIOS JR \$180.00 UMPIRE FEES; RIVERSIDE DISCOVERY CENTER \$87,500.00 QTR PMT; ROOSEVELT PP DIST \$1,850.13 ELECT FEES; SMEC \$274.50 UNITED WAY; SANDBERG IMPLEMENT \$46.32 PARTS; SANDSTONE ESTATES DEVELOPERS \$150.00 TREE REBATE; SCB FIREFIGHTERS UNION LOCAL 1 \$210.00 DUES; SCB PARKS & CEMETERY FOUNDATIO \$33.58 CONCESSIONS; SCB POLICE OFFICERS ASS'N \$396.00 DUES; SCB SCREENPRINTING \$363.00 UNIFORMS; MC SCHAFF \$1,490.00 CONTRACTUAL; JAYCEES SENIOR CENTER \$5,750.00 QTLY PMT; SHERWIN WILLIAMS \$383.65 SUPP; SIMMONS, OLSEN, EDIGER, SELZER \$11,017.12 CONTRACTUAL; KN ENERGY \$7,786.81 FUEL; SPECIAL INVESTIGATIONS \$380.50

COMPLIANCE CKS; STAPLES \$634.92 SUPP; STATE HEALTH LAB \$151.00 SAMPLES; STATE OF NE \$155.33 PHONE; SWANK MOTION PICTURES \$321.00 MOVIES; TACO TOWN \$210.65 REFUN; TEAM CHEV \$25.49 MAINT; TLC \$5,317.45 TREES, PLANTS; JAMES TODD \$60.00 BUS TRVL; TOTAL FUNDS BY HASLER \$500.00 POSTAGE; JOHN TRAPP \$180.00 UMPIRE FEES; TYLER TECHNOLOGIES, INC \$687.50 TECH SUPP; US BANK-CPS \$1,882.91 SUPP, TRNG; U S WELDING \$97.25 SUPP; USA BLUEBOOK \$2,407.36 EQUIP; VERIZON WIRELESS \$639.40 PHONE; MIGUEL ANGEL VILLAGRANA JR \$90.00 UMPIRE FEES; SKYBEAM \$99.90 INTERNET; WALMART \$1,019.72 SUPP; WARD LABORATORIES, INC \$19.00 SAMPLE; WESTERN SUGAR COMPANY \$324.00 SUPP; WILLIAM ZITTERKOPF \$114.94 TREE REBATE.

City Manager Kuckkahn explained the Airport Road Water Extension project which will run from Highland Road to the Airport development. This is an LB840 project to provide a secondary source of water for the businesses located close to the airport. There is currently a well, which will eventually be replaced with this water extension. The well is currently at maximum capacity for the airport development. Staff anticipates this work to be completed in the fall of 2013. Moved by Council Member Boeckner, seconded by Council Member Deibert, "to approve the specifications for the installation of a water extension at Airport Road South and authorize the City Clerk to advertise for bids to be received by 2:00 p.m., July 23, 2013," "YEAS", Boeckner, Gonzales, Deibert, Shaver and Meininger, "NAYS" None. Absent: None.

Council reviewed the May, 2013 Financial Report. City Manager Kuckkahn reported that there were no concerns with the report.

Mayor Meininger opened the Public Hearing at 6:05 p.m. as scheduled for this date to consider the Liquor License for Taco Town. Justin and Jeanna Dedic, owners, and Police Chief Kevin Spencer were sworn in to testify on the liquor license. Moved by Council Member Boeckner, seconded by Mayor Meininger, "That the following exhibits, presented on behalf of the City Council, be entered into the record: 1) JJ's TT, LLC, dba Taco Town; 2) City Council Check List for Section 53-132 Cum Supp 2002; 3) Written Statement of Police Chief Kevin Spencer dated June 26, 2013 ; 4) Written Statement of City Clerk dated July 1, 2013; 5) Written Statement of Planning Administrator Urdiales dated June 14, 2013; "YEAS", Gonzales, Boeckner, Shaver, Deibert and Meininger, "NAYS" None. Absent: None.

Justin Dedic addressed the Council and explained that the background check revealed that he had not reported two Minor in Possession fines he received when he was 19 years old. He apologized for the oversight and asked the Council to judge him based on his reputation now, rather than when he was a teenager. He explained that his business, Taco Town, will not be a bar, but rather a restaurant that closes at 9 p.m. Mr. Dedic is in charge of all inventory and ordering. All alcohol will be locked up with access by himself and the Manager. He has installed cameras throughout the restaurant for control.

Mayor Meininger asked him about the alcohol server training. Mr. Dedic and his Manager Tiffany Reynolds will take the on-line training right away. He will also make sure that other employees who serve will take the Nebraska State Patrol training as soon as possible. They have an employee manual and have included a "no tolerance" policy for any employee who serves someone who is underage.

Chief Spencer informed the Council that he conducted an interview with Mr. Dedic and Tamara Otto from the Nebraska State Patrol Office. They spent a lot of time on the non-disclosure of the MIPs, and after 1 ½ hours of interview, Chief Spence said he recommends support for this liquor license. The owners are on the right track regarding training and their operation.

Mayor Meininger closed the public hearing at 6:15 p.m. Moved by Council Member Boeckner, seconded by Council Member Shaver, "to forward a positive recommendation to the Nebraska Liquor License Commission regarding the Class I Liquor License for JJ's TT, LLC, dba Taco Town, 1007 West

27th St., Scottsbluff, NE” “YEAS”, Gonzales, Boeckner, Meininger, Deibert and Shaver “NAYS”: none. Absent: None.

Moved by Council Member Boeckner, seconded by Council Member Gonzales, “to approve the appointment of Justin Dedic as the manager of JJ’s TT, LLC, dba Taco Town, Class I Liquor License,” “YEAS”, Gonzales, Boeckner, Meininger, Deibert and Shaver “NAYS”: none. Absent: None.

RESOLUTION NO. 13-07-01

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

1. On July 1, 2013 the matter of the application of a Class I liquor license for JJ’s TT, LLC, dba Taco Town, 1007 West 27th St., Scottsbluff, NE 69361 came on for consideration by the Council. The following exhibits were offered and received:

Exhibit 1 - Application of Class I liquor license for JJ’s TT, LLC, dba Taco Town
Exhibit 2 - City Council Check List for Section 53-132 R.R.S. (2002)
Exhibit 3 - Written statement of Police Chief dated June 26, 2013
Exhibit 4 - Written statement of City Clerk dated July 1, 2013
Exhibit 5 - Written statement of Development Services Director dated June 14, 2013
2. Witnesses were sworn and testimony was received in support of the application at the public hearing on this date from Justin and Jeanna Dedic, owners. Police Chief Kevin Spencer spoke on behalf of the City.
3. Upon consideration of the evidence and the criterion to be considered by the City Council pursuant to law, the City Council finds as follows:
 - a. Applicant has demonstrated a fitness, willingness, and ability to properly serve or sell liquor in conformance to the rules and regulations of the Nebraska Liquor Control Act.
 - b. Applicant has met its burden with regard to the check list provided by Section 53-132 R.R.S. (1984) and demonstrates a willingness and ability to properly serve or sell liquor in conformance to the rules and regulations of the Nebraska Liquor Control Act and its management and control appears to be sufficient to insure compliance with such rules and regulations.
4. By reason of the above, the Applicant has met the burden of proof and persuasion in producing evidence pertaining to the criterion prescribed in the Nebraska Statutes.
5. Based on the above findings, the City Council approves the application and recommends to the Nebraska Liquor Control Commission that a Retail Class I liquor license be issued to JJ’s TT, LLC, dba Taco Town, at the premises described in the application.
6. The City Clerk shall transmit a copy of this Resolution to the Commission.
7. Cost of publication: \$16.79.

Passed and approved this 1st day of July, 2013.

Mayor

ATTEST:

City Clerk

“seal”

Mayor Meininger opened a public hearing at 6:17 p.m. as advertised for this date to consider a zone change for proposed Lot 1, Spengler subdivision, a replat of Lot 1, Hessler subdivision from Agricultural to Agricultural Residential (located west of 5th Avenue and North of 42nd Street). City Planner Marlin Johnson explained that the owners want to separate the non-irrigated land from the irrigated. The owners are willing to provide an additional right of way for the development. This zone change meets the comprehensive plan and is a logical transition for this property. The Planning Commission forwarded a positive recommendation to the City Council regarding this zone change. There were no comments from the public. Mayor Meininger closed the public hearing at 6:20 p.m. Moved by Council Member Boeckner, seconded by Mayor Meininger, “Lot 1, Spengler subdivision, a replat of Lot 1, Hessler subdivision from Agricultural to Agricultural Residential and directed staff to develop the Ordinance,” “YEAS”, Boeckner, Gonzales, Deibert, and Meininger, “NAYS” Shaver. Absent: None.

Mayor Meininger opened a public hearing at 6:20 p.m. as advertised for this date to consider a proposed Ordinance text change amendment to Chapter 21 Subdivisions – General Provisions. This provision would add language to the general provisions for subdivisions, adding the term “utility sub-lots” to the existing Language to coordinate with the proposed Wireless Communication Ordinance. There were no comments from the public. Mayor Meininger closed the public hearing at 6:21 p.m. Moved by Council Member Boeckner, seconded by Council Member Gonzales, “to approve the request for a proposed Ordinance text change amendment to Chapter 21 Subdivisions - 2101-10(B) General Provisions and directed staff to develop the Ordinance,” “YEAS”, Boeckner, Gonzales, Deibert, and Meininger, “NAYS” Shaver. Absent: None.

Mayor Meininger opened a public hearing at 6:22 p.m. as advertised for this date to consider a zone change for proposed Block 1, King’s Acres from Agricultural to Agricultural Residential (located east of Highway 71 and north of the Scotts Bluff Country Club). Mr. Johnson, Planner, explained that this zoning will separate the non-irrigated land from irrigated. There is no need for an additional Right of Way as this property is next to a state highway. This zone change is in line with the city’s comprehensive plan. The Planning Commission forwarded a positive recommendation to the City Council at their June 10, 2013 meeting. There were no comments from the public. Mayor Meininger closed the public hearing at 6:24 p.m. Moved by Council Member Boeckner, seconded by Council Member Deibert, “to approve the request for a zone change for proposed Block 1, King’s Acres from Agricultural to Agricultural Residential and directed staff to develop the Ordinance,” “YEAS”, Gonzales, Boeckner, Meininger, Deibert and Shaver “NAYS”: none. Absent: None.

Anne James, Executive Director for the Riverside Discovery Center explained to the Council that part of their renovation includes the demolition of the animal den building which is behind the vulture building. This building is very old and no longer useful. Approval from the City Council is necessary as part of their contractual obligation. Moved by Council Member Boeckner, seconded by Council Member Shaver, “to authorize the Riverside Discovery Center to demolish the animal den building behind the vulture building as part of their renovation process,” “YEAS”, Gonzales, Boeckner, Meininger, Deibert and Shaver “NAYS”: none. Absent: None.

John Stinner, Jr., NEXT Young Professionals representative, presented a request to the Council for a Community Festival Permit for the third annual Best of the West Beer and Wine Festival on August 17, 2013 from 3 p.m. to 8 p.m. at the Broadway Mini-Park. This year they have added extra security measures including a "safe ride home" program. Moved by Council Member Boeckner, seconded by Council Member Gonzales, "to approve the Community Festival Permit for the NEXT Young Professional's Best of the West Beer and Wine Festival on August 17, 2013 from 3 p.m. to 8 p.m. at the Broadway Mini-Park," "YEAS", Gonzales, Boeckner, Deibert, Shaver, Meininger "NAYS" None. Absent: None

Mr. Stinner also requested a Special Designated Liquor (SDL) License for this event. The Liquor Cabinet will provide the beer and wine and be issued the SDL. They will have the area blocked off with cattle guards, every person will be carded and receive a hand stamp, and there will be security guards. They are anticipating approximately 500 – 700 people. Moved by Council Member Boeckner, seconded by Council Member Deibert, "to approve the Special Designated Liquor License for the NEXT Young Professional's Best of the West Beer and Wine Festival on August 17, 2013 from 3 p.m. to 8 p.m. at the Broadway Mini-Park," "YEAS", Gonzales, Boeckner, Deibert, Shaver, Meininger "NAYS" None. Absent: None.

Mr. Stinner presented a request for a banner across Broadway at 18th Street to advertise the Wine and Beer Festival for a week prior to the event. Moved by Mayor Meininger, seconded by Council Member Deibert, "to approve the banner permit for the NEXT Young Professional's Best of the West Beer and Wine Festival across Broadway for the week of August 11th 2013," "YEAS", Gonzales, Boeckner, Deibert, Shaver, Meininger "NAYS" None. Absent: None.

City Manager Kuckkahn presented the Inter-local Agreement with Scotts Bluff County for the Consolidated Communications Center. He explained that the government entities have had on-going discussions about the options to pay for the equipment upgrade and equitably distribute the financial needs for the 911 center. The County withdrew from the previous contract, which has forced a resolution to how the center will be funded.

The County looked at population levels and divided the allocation among the communities based on population. Scottsbluff budgeted \$140,000.00 to cover our share of the support. Last year each community gave about half of the request, including Scottsbluff, since the request came halfway through the fiscal year. Scotts Bluff County is also sharing in the cost, and will need to administer and maintain the system. The request is for capital improvements only, and once the equipment is purchased, the contribution will decline each year. The County will take responsibility for insurance, maintenance, etc.

Council Member Boeckner had some concerns about the back-up systems and grant funding. Council and Staff agreed that there are some housekeeping items that need to be taken care of, and then reviewed again. Mr. Kuckkahn added that Scottsbluff should have a higher percentage of the vote since we pay the majority of the support. Staff will bring back a revised agreement for Council's consideration.

Robert Scriptor with Racks Wine and Spirits presented an application to build an addition to his establishment, adding an outdoor seating area. He reported that all inspections have been completed and the proper separations are in order. Moved by Mayor Meininger, seconded by Council Member Deibert, "to forward a positive recommendation to the Nebraska Liquor Control Commission regarding his additional liquor license area," "YEAS", Gonzales, Boeckner, Deibert, Shaver, Meininger "NAYS" None. Absent: None.

City Manager Kuckkahn presented the bid for a new rapid rail loader for Environmental Services. There was only one qualified bid on this truck, which was from Floyd's Trucking. Staff is recommending accepting the bid of \$189,999.00 which includes the trade in value of the old truck. Moved by Council Member Boeckner, seconded by Mayor Meininger, "to award the bid of \$189,999.00 for a new rapid rail loader and compactor for Environmental Services to Floyd's Trucking," "YEAS", Gonzales, Boeckner, Deibert, Shaver, Meininger "NAYS" None. Absent: None.

Mr. Steve Reisig, Twin Cities Development Board President, gave the City Council the following report on their recommendation regarding the Future Food Energy proposal to building a meat packing plant on property currently owned by the City of Scottsbluff, known as Immigrant Trail Industrial Park:

The City Council asked that TCD make a recommendation on the Future Food Energy project. The board met and discussed at their June 13th board meeting.

Concerns identified:

- Undercapitalization is a major concern and lack of financial information on the foreign investors purchasing the Class A stock. The board feels we need information that is verifiable on the foreign investment.
- The business plan does not seem to have realistic projections. NPPO's economic forecast was based on the developer's projections, which seem to be optimistic. In addition, management of the plant has not been identified and there is no operational track record for the company. This is a start-up venture with no financial or performance history.
- The high industry turnover rate of 60% to over 100% industry standard is not a positive for the community. TCD understands the need to "grow" the community, but feel it is important to do so with stable employment opportunities. The standard turnover rate for manufacturing jobs is 10% to 12%.
- Concern in the area of recruitment and retention of employees when like plants struggle to recruit and retain employees. What is the company's recruitment strategy and what has been done to verify the number of employees interested in working for this company?
- There are already 2 vacant, abandoned packing plants in the community, so we want to make sure we have done proper due diligence to make sure there isn't a 3rd vacant plant.
- This is a single use facility. It cannot be used for anything other than a packing facility. If it doesn't work out financially, the community could have a 3rd vacant packing plant. Or.... It could be purchased by or sold to a large packing company that could operate at much lower wages than those being proposed by the developer of the current project.
- Cattle numbers are at a 70 year historic low. The business plan calls for slaughter of 1,500 cattle per day. Some board members feel the plant is too large for the community and for the current cattle supply numbers in the region. Breakeven is 800-900 head per day. It is doubtful that we would want to control the ramp up, because if the company has a slow ramp up period, it just takes more and more capital to operate at a deficit for extended time periods.
- There is some concern for future recruitment - both employee and business recruitment. If we become known as "packing plant town", will it be harder to recruit new employees and businesses to the community?

If the city council decides to move forward with this project, the TCD Board would recommend a minimum of 45% capitalization for the plant and equipment costs, plus the additional working capital needs.

In summary, the TCD board cannot recommend this project at this time. It is not economically viable without substantial changes in the business plan as it is currently written, with the major concerns being the following:

Lack of proper capitalization
Lack of financial information on the investors
High employee turnover rates
Single use facility
Possible future recruitment issues
No previous operating history

Mayor Meininger commented that in the near future, representatives from the City Council and staff will meet with the Department of Economic Development, the Department of Environmental Quality, and the Federal Government to discuss this project. He suggested that a representative from Twin Cities Development be present also.

City Manager Kuckkahn presented the process required for the Planning Commission to hold a public hearing on the property located in the Immigrant Trail Industrial Park from M-1 Light Industrial to M-2 Heavy Industrial. Mr. Kuckkahn explained that the City Council will need to refer the proposal to the Planning Commission who will hold a public hearing to consider the zone change and special permit required for the property to be used as a rendering plant. This referral is not an endorsement of the project, it is a part of the necessary process. Only the City as the owner of the property can be the applicant for the zone change as the potential developer, Future Food Energy, has no ownership or legal interest in the property at this time.

Council Member Boeckner asked for a list of other uses within an M-2 Heavy Industrial Zone, which Marlin Johnson, Planner, will provide. Mr. Kuckkahn explained that many of the differences between M-1 and M-2 are very subtle. Meat packing plants specifically require an M-2 zone and rendering plant by special permit.

Council Member Shaver expressed his opinion that there is no reason to hold a public hearing on the project, as he feels the majority of the residents are not supportive of this project. He doesn't see a reason to add another M-2 Zone as there are currently two other locations with this zoning, and the previous packing plants are vacant.

Mayor Meininger noted that the agenda item will only allow the Planning Commission to hold the public hearing regarding the rezone of the property.

Mike Downey, resident, approached the Council and asked about the recommendation from the LB 840 Committee. Mr. Kuckkahn answered that the committee rejected their application based on collateralization. Mr. Downey continued to comment that he does not feel we need to send this to the Planning Commission to consider a zone change. Mr. Kuckkahn responded that we are working on a series of decision points which include questions about land use, zoning, schools, LB 840 recommendation, and bringing all of the information together at one point.

Moved by Council Member Shaver, to reject the referral to the Planning Commission to hold a public hearing on the zoning change for Immigrant Trails Industrial Park from M-1 to M-2. The motion died for lack of a second.

Council Member Gonzales commented that Future Food Energy could purchase any property zoned M-2 for their operation. Mr. Kuckkahn added that if they purchase the city-owned property, we have the opportunity to add parameters to the proposal, however, they could purchase private land and apply for a building permit and the city would have less leverage than what we have with our own property sale. We don't have a gate at the city limits prohibiting certain types of uses. We have an obligation to provide a variety of zoning options for development within the community.

The public hearing will provide another piece of information for Council to consider. The zoning shouldn't precede the decision to sell the land to Future Food Energy. Staff will provide a complete list of uses allowed under M-2 and a current zoning map showing the location of M-2 zones.

Moved by Mayor Meininger, seconded by Council Member Boeckner, "to refer to the Planning Commission the proposal to rezone the property located at Immigrant Trail Industrial Park from M-1 Light Industrial to M-2 Heavy Industrial, consideration of a Special Use Permit and hold a Public Hearing on the request," "YEAS", Boeckner, Gonzales, Deibert, and Meininger, "NAYS" Shaver. Absent: None.

Assistant City Manager, Nathan Johnson presented the following information for the City Manager's Quarterly Report:

LIED SCOTTSBLUFF PUBLIC LIBRARY

Broadband Technology Opportunities Program Grant (BTOP):.

- The library received an additional 10 laptops and a new 20-unit laptop cart courtesy of the grant.
- The computer classes made possible through this grant and with the partnership of Western Nebraska Community College (WNCC) have had a significant turnout.

Adopt-A-School City Partnership – coordinated by Deb Carlson

- The City of Scottsbluff and St. Agnes were awarded the outstanding adopt-a-school Apple Award at the April 2013 awards banquet.

Summer Reading 2013:

- As of June 25, 2013 – the library has registered over 1725 children and 212 teens. We are quickly on track to breaking another summer reading record for the most children registered and participating AND have already broken a record for the most teens registered in the program ever.

WATER, WASTEWATER and STORMWATER

WATER

- City of Minatare is fully on line now receiving water from the City of Scottsbluff.

WASTEWATER

- The South Beltline Sewer Replacement Project is now complete.

STORMWATER

- The stormwater program has continued to focus on education and outreach with public service announcements on media outlets along with presentations at various civic organizations and school programs.

- The rain garden project at 1st Ave and E 18th St is complete. Water installed water service with backflow prevention and assisted with planting efforts. Wastewater helped with adding and tilling in compost with the soil. Transportation laid 82.5 cubic yards of concrete.
- We partnered with UNL Extension and the Nebraska Forest Service to host a workshop for area residents focusing on water conservation and stormwater management at the Library.

ENVIRONMENTAL SERVICES

- In May 2013 we received a grant to purchase 2 new semi-trailers to haul recycling to Colorado and also 20 new recycling containers that fit in the recycling trailers.

TRANSPORTATION DEPARTMENT

- Larva-ciding has been done in 1800 catch basins to control the mosquito population. Mosquito spraying will continue in the morning hours between 5:00AM-7:00AM a couple mornings a week.
- Broadway project is underway. Simon Contractors tore out and replaced the old curb and gutters while Transportation crews took out the traffic signals from 15th to 19th Streets. The speed limit has been reduced to 20 MPH. This project is scheduled to be completed July 25th with paving starting today.
- The Transportation Department has been changing out the pavement marking paint with tape due to the increased life cycle of the product. Plans are to complete additional intersections this summer.

POLICE DEPARTMENT

- Made several traffic stops for a variety of violations on Broadway. We have applied to Nebraska Highway Safety for a grant to dedicate patrol to the Broadway area specifically to enforce traffic laws.
- Tenured Officer Wescher retired on June 30th, the Police Department is working on filling three openings.
- Recently, two new patrol cars arrived and are currently being outfitted with the necessary gear the will be put into service.

DEVELOPMENT SERVICES

- We have also been working on additional review of subdivisions and rezones that are requested within the boundaries of Irrigation Districts.
- New commercial Jan-Mar 2013: O'Reilly's, Viaero Cell tower, Runza remodel & apartments, 21st Century remodel of old Aurora building, Commercial storage on West 36th St (Mark Hefti).
- Several new residential permits have also been issued.

RECREATION, PARKS & CEMETERY

- Finished repairs to drain and recoated the slides at the Westmoor Pool
- Summer movies dates are scheduled and are available online.

FINANCE

- Staff turned in CIP requests today and are actively working on fiscal year'14 Operating Budget.

Mayor Meininger reported that Regional West Medical Center has approved the relocation of the Scottsbluff Fire and Police repeaters from the Public Safety Building to Regional West Medical Center. The total cost is \$10,164.70 and the hospital is asking that the City pay approximately one-half of the cost to move them. Staff reported that it is very difficult to communicate in the hospital. With the repeaters located there, it will provide better communications for Police and Fire.

Mayor Meininger added that there are still some conditions that need to be addressed before this can be finalized. They include the following: the repeaters were bought with Homeland Security money and are actually owned by the County, so an inter-local agreement will be required; they will be located on hospital property, which needs to be acknowledged and accounted for; we need to make sure they meet all standards for security; and the repeaters need to be re-licensed with the Federal Communications Commission. Moved by Council Member Boeckner, seconded by Council Member Deibert, to approve the expenditure of \$5,069.00 to relocate the Scottsbluff Fire and Police repeaters from the Scottsbluff Public Safety Building to Regional West Medical Center, conditional upon property agreements and licensing,” “YEAS”, Boeckner, Gonzales, Deibert, and Meininger, “NAYS” Shaver. Absent: None.

City Manager Kuckkahn presented the negotiated claim with the Burlington Northern Santa Fe Railroad as a result of an accident by a Scottsbluff Police Officer. Moved by Council Member Boeckner, seconded by Council Member Shaver, “to approve payment of the claim to the Burlington Northern Santa Fe Railroad in the amount of \$645.56 as a result of blocking the railroad track,” “YEAS”, Gonzales, Boeckner, Deibert, Shaver, Meininger “NAYS” None. Absent: None.

Mr. Kuckkahn presented Resolution No. 13-07-02 to change the speed limit on Broadway, downtown to 20 miles per hour. Moved by Council Member Boeckner, seconded by Council Member Deibert, “to approve Resolution No. 13-07-02 setting the speed limit to 20 mph on Broadway in the downtown district,” “YEAS”, Boeckner, Gonzales, Deibert, and Meininger, “NAYS” Shaver. Absent: None.

RESOLUTION 13-07-02

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

1. The public safety, convenience and welfare require that pursuant to §22-2-56 of the Scottsbluff Municipal Code, the speed limit for motor vehicles on Broadway Avenue be revised and established as hereinafter provided.

2. As part of the downtown reconstruction, the following speed limits for motor vehicles on the following streets, and parts of streets, in the City shall be as follows:

<u>Street</u>	<u>Maximum Speed</u> <u>(miles per hour)</u>	
between 20 th Street and 12 th Street	20	Broadway Avenue

Provided, this paragraph shall not be construed to permit any speed in excess of that permitted in §22-2-56 of the Scottsbluff Municipal Code.

3. This Resolution will amend the prior traffic Resolution 2007-05-04, which repeals the section as it relates to Broadway Avenue between 20th Street and 12th Street. Provided, this Resolution does not affect and does not repeal any other speed limit set forth in that traffic resolution. Provided further, the present Resolution, or any part thereof, shall not be construed so far as to affect any rights, liabilities or causes of action, either criminal or civil, existing or actions pending, at the time when this Resolution takes effect.

4. This Resolution shall become effective immediately upon its adoption.

PASSED and APPROVED on July 1, 2013.

Mayor

ATTEST:

City Clerk (Seal)

Council introduced the Ordinance on second reading by title: AN ORDINANCE AUTHORIZING THE SALE OF LOT TWO (2) OF LOTS ONE AND TWO (1 AND 2), MACKRILL REPLAT, A REPLAT OF LOTS FOUR H AND FOUR I (4H AND 4I); MACKRILL SUBDIVISION, A SUBDIVISION IN THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA.

Council introduced the Ordinance on second reading by title: AN ORDINANCE AUTHORIZING THE SALE OF LOTS 1 – 4, BLOCK 2, PAUL MOHR ADDITION TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA.

Moved by Mayor Meininger, seconded by Council Member Deibert, “to approve Ordinance No. 4103 on third reading which was read by title: AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA PERTAINING TO WIRELESS COMMUNICATIONS FACILITIES AND AMENDING CHAPTER 25 OF THE CITY OF SCOTTSBLUFF MUNICIPAL CODE TO ADD ARTICLE 24 RELATING TO WIRELESS COMMUNICATIONS FACILITIES, PROVIDING FOR AN EFFECTIVE DATE; AND REPEALING EXISTING PROVISIONS OF THE MUNICIPAL CODE NOT CONSISTENT WITH THIS ORDINANCE, “YEAS”, Boeckner, Gonzales, Deibert, and Meininger, “NAYS” Shaver. Absent: None.

Moved by Mayor Meininger, seconded by Council Member Boeckner, “to approve Ordinance No. 4104 on third reading which was read by title: AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA, PERTAINING TO PARKING, IN A C-1 SONE, TO AMEND SECTION 25-5-1 RELATING TO THE SPACES REQUIRED AND AMENDING THE CODE TO PROVIDE THAT NO OFF-STREET PARKING SPACES ARE REQUIRED IN A C-1 AONE, PROVIDING FOR AN EFFECTIVE DATE; AND REPEALING EXISTING PROVISIONS OF THE MUNICIPAL CODE NOT CONSISTENT WITH THIS ORDINANCE, “YEAS”, Boeckner, Gonzales, Deibert, and Meininger, “NAYS” Shaver. Absent: None.

Under Council Reports, Marlin Johnson, City Planner, gave a report on the Nebraska Forestry Service Tour to Fort Collins, CO where they toured the city’s progressive landscaping and stormwater management.

Moved by Council Member Boeckner, seconded by Mayor Meininger, to adjourn at 7:30 p.m., “YEAS”, Gonzales, Boeckner, Deibert, Shaver, Meininger “NAYS” None. Absent: None.

Mayor

ATTEST:

City Clerk

“SEAL”

City of Scottsbluff, Nebraska

Monday, July 15, 2013

Regular Meeting

Item Consent2

Cancel the July 29, 2013 Regular Council Meeting as two regular meetings will have already been held in the month of July.

Staff Contact: Cindy Dickinson

City of Scottsbluff, Nebraska

Monday, July 15, 2013

Regular Meeting

Item Consent3

Council to consider a Community Festival Permit for the Downtown Scottsbluff Association for “Sidewalk Sales” on Broadway from 15th St. to 20th St. on July 18, 19 & 20, 2013 from 7:00 a.m. to 7:00 p.m.

Staff Contact: Lela Franklin, Downtown Scottsbluff Merchants

City of Scottsbluff, Nebraska

Monday, July 15, 2013

Regular Meeting

Item Claims1

Regular Claims - July 15, 2013

Claim approval with the exception of the League of NE Municipalities in the amount of \$95.00 which will be considered as a conflict claim.

Staff Contact: Cindy Dickinson

CLAIMS

July 15, 2013

Pay Period
6/17/13 - 6/30/13

Federal Withholding	EE	\$ 27,622.87		EE			
FICA	EE	\$ 15,632.51	ER	\$ 15,632.51	EE	ER	
Medicare	EE	\$ 4,214.78	ER	\$ 4,214.78	EE	ER	
							Total \$ 67,317.45
<u>Regional Care Inc. (RCI)</u>	\$	-	(July 2, 2013)	Flex Benefit plan			
	\$	7,886.81	(July 5, 2013)	Medical Claims Expense			
	\$	231.45	(July 9, 2013)	Flex Benefit plan			
	\$	6,272.59	(July 12, 2013)	Medical Claims Expense			
							Total \$ 14,390.85
<u>Wells Fargo (retirement)</u>							
General Retirement		\$ 12,422.25					
Fire Retirement		\$ 6,221.37					
Police Retirement		\$ 9,858.40					
							Total \$ 28,502.02
<u>Nebr Child Support Payment Center</u>		\$ 2,374.79					Total \$ 2,374.79
<u>PVNB-Health Savings Acct</u>							
	EE	\$ 9,808.46					
	ER	\$ 2,107.50					
							Total \$ 11,915.96
<u>State of Nebraska Payments (pd via ACH)</u>							
Sales & Use Tax	Paid						
State Payroll W/H	Paid						Total \$ -

City of Scottsbluff

City Council Claims for July 15, 2013

3M CENTER-TRAFFIC CONTROL - \$2,059.20

TRANSPORTATION	TRANSPORTATION	1 EA PAVEMENT MARKING TAPE/TRANS	\$2,059.20
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ACTION COMMUNICATION INC. - \$185.17

WATER	WATER	1 EA EMERGENCY PAGER FEES/WA	\$185.17
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ACTION COMMUNICATION INC. - \$19.59

TRANSPORTATION	TRANSPORTATION	1 EA PAGER RENT FOR TRANS	\$19.59
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AL'S TOWING - \$95.00

GENERAL	FIRE	TOWING OF RESCUE TO REPAIR SHOP	\$95.00
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ALLO COMMUNICATIONS - \$4,680.82

GENERAL	FINANCE	LOCAL TELEPHONE CHARGES	\$235.05
GENERAL	PERSONNEL	LOCAL TELEPHONE CHARGES	\$69.30
GENERAL	CITY MANAGER	LOCAL TELEPHONE CHARGES	\$67.80
GENERAL	CITY CLERK	LOCAL TELEPHONE CHARGES	\$37.07
GENERAL	MIS	LOCAL TELEPHONE CHARGES	\$227.80
GENERAL	DEVELOPMENT SERVICES	LOCAL TELEPHONE CHARGES	\$210.90
GENERAL	FIRE	LOCAL TELEPHONE CHARGES	\$293.75
GENERAL	POLICE	LOCAL TELEPHONE CHARGES	\$1,615.17
GENERAL	LIBRARY	LOCAL TELEPHONE CHARGES	\$551.31
GENERAL	PARKS	LOCAL TELEPHONE CHARGES	\$170.26
GENERAL	RECREATION	LOCAL TELEPHONE CHARGES	\$168.76
TRANSPORTATION	TRANSPORTATION	LOCAL TELEPHONE CHARGES	\$517.46
CEMETERY	CEMETERY	LOCAL TELEPHONE CHARGES	\$69.30
ENVIRONMENTAL SERVICES	ENVIRONMENTAL SERVIC	LOCAL TELEPHONE CHARGES	\$141.61
WASTEWATER	WASTEWATER	LOCAL TELEPHONE CHARGES	\$135.61
WATER	WATER	LOCAL TELEPHONE CHARGES	\$102.45
GIS SERVICES	GIS	LOCAL TELEPHONE CHARGES	\$34.07
STORMWATER	STORMWATER	LOCAL TELEPHONE CHARGES	\$33.15

AQUA PRODUCT KC - \$962.89

GENERAL	RECREATION	1 114404, 11873 Motor, Assembly	\$962.89
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AQUA PRODUCT KC - \$38.98

GENERAL	RECREATION	1 12022 Power Supply Repair	\$38.98
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ASSURITY LIFE INSURANCE CO - \$73.43

CASH & INVESTMENT POOL		LIFE INSURANCE	\$73.43
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AULICK'S TLC - \$1,331.91

KENO	CEMETERY	1 Trees for Cemetery 202456	\$1,294.38
CEMETERY	CEMETERY	1 Trees for Cemetery 202456	\$37.53

BAKER & TAYLOR CO INC - \$45.49

GENERAL	LIBRARY	1 SERIALS	\$45.49
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BAKER & TAYLOR CO - \$31.02

REGIONAL LIBRARY	LIBRARY	1 BOOKS - JUVENILE COLLECTION	\$31.02
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NATHAN & JOLEEN BLANK - \$22.26

WATER		DEPOSIT REFUND	\$22.26
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BLUFFS SANITARY SUPPLY INC. - \$40.93

GENERAL	FIRE	1 EA DEPT SUPPL/INV# 282326/FIRE	\$20.46
GENERAL	POLICE	1 EA DEPT SUPPL/INV# 282326/POLICE	\$20.47

BLUFFS SANITARY SUPPLY INC. - \$173.59

GENERAL	PARKS	1 282309 Bathmats for Campground	\$90.00
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City of Scottsbluff

City Council Claims for July 15, 2013

GENERAL	RECREATION	Concession Supplies-Westmoor	\$83.59
<u>BNSF RAILWAY COMPANY - \$645.56</u>			
GENERAL	POLICE	CLAIM DUE TO TRAIN DELAY FROM ACCIDENT	\$645.56
<u>JOHN DEERE FINANCIAL - \$43.41</u>			
GENERAL	PARKS	1 53030456 Rain gauges	\$7.98
GENERAL	PARKS	1 53032957 Sprayer part	\$5.45
GENERAL	PARKS	1 53030334 RR Ties 23 Club	\$29.98
<u>BROWN NELSON ELECTRIC - \$118.15</u>			
GENERAL	FIRE	REPAIRS TO RAM PPV FAN	\$118.15
<u>CAPITAL BUSINESS SYSTEMS INC. - \$45.12</u>			
GENERAL	LIBRARY	1 COPIER MAINTENANCE	\$45.12
<u>CARR TRUMBULL LBR INC. - \$76.25</u>			
TRANSPORTATION	TRANSPORTATION	1 EA SUPP/PRIMER/HEM FIR/TRANS	\$76.25
<u>CASH-WA DISTRIBUTING - \$1,967.13</u>			
GENERAL	RECREATION	1 9055955 Splash Concessions	\$54.90
GENERAL	RECREATION	1 (5) Westmoor Concessions	\$1,912.23
<u>CEMENTER'S INC - \$93.10</u>			
WATER	WATER	1 EA CEMENT/WA	\$93.10
<u>CENTURY LUMBER CENTER - \$8.00</u>			
ENVIRONMENTAL SERVICES	ENVIRONMENTAL SERVIC	1 EA SHOP SUPPLIES	\$8.00
<u>CITY OF GERING - \$35,767.38</u>			
ENVIRONMENTAL SERVICES	ENVIRONMENTAL SERVIC	1 EA DISPOSAL FEES FOR JUNE 2013	\$35,767.38
<u>CITY OF SCB - \$40.85</u>			
GENERAL	CITY MANAGER	HEARTLAND EXPRESS MEETING-ALLIANCE	\$15.00
STORMWATER	STORMWATER	RAIN GARDEN SOIL SAMPLE SHIPMENT	\$12.35
WATER	WATER	CDL CERTIFICATION-SATUR	\$13.50
<u>CITY OF SCB - \$52.53</u>			
GENERAL	POLICE	POSTAGE	\$41.95
GENERAL	POLICE	WESCHER RETIREMENT	\$10.58
<u>COMMUNITY HEALTH-RWMC - \$158.00</u>			
GENERAL	FIRE	IMMUNIZATION SHOTS FOR VOL FF-ALSIDEZ	\$158.00
<u>CONNECTING POINT INC - \$53.87</u>			
GENERAL	POLICE	1 EA RENTA/COLOR COPIES/INV# 154666	\$53.87
<u>CONTRACTORS MATERIALS INC. - \$211.63</u>			
GENERAL	PARKS	1 (3) Paint, repellant, wand, wrench	\$211.63
<u>CONTRACTORS MATERIALS INC. - \$607.01</u>			
TRANSPORTATION	TRANSPORTATION	1 EA SUPP/EXP.JT/TAPE/CONC.BLADES/TRANS	\$607.01
<u>CONTRACTORS MATERIALS INC. - \$233.08</u>			
BUSINESS IMPROVEMENT	DEVELOPMENT SERVICES	1 EA PRKG LOT #3-CBLS/CLMPS INV 184687	\$233.08
<u>COUNTY COURT SCOTTS BLUFF COUNTY - \$278.75</u>			
GENERAL	CITY MANAGER	COURT COSTS	\$278.75
<u>CREDIT INFORMATION SYSTEMS - \$38.00</u>			
GENERAL	PERSONNEL	BACKGROUND CHECK FOR JUNE 2013	\$38.00
<u>CREDIT MANAGEMENT SERVICES INC. - \$194.77</u>			
CASH & INVESTMENT POOL		WAGE ATTACHMENT	\$194.77
<u>CULLIGAN INC. - \$32.40</u>			
GENERAL	FIRE	1 EA BLDG MAINT/INV# 440357/FIRE	\$8.10

City of Scottsbluff

City Council Claims for July 15, 2013

GENERAL	POLICE	1 EA BLDG MAINT/INV# 440357/POLICE	\$8.10
GENERAL	FIRE	1 EA BLDG MAINT/INV# 441690/FIRE	\$8.10
GENERAL	POLICE	1 EA BLDG MAINT/INV# 441690/POLICE	\$8.10
<u>CULLIGAN INC. - \$64.80</u>			
GENERAL	LIBRARY	1 DPT SUPPLIES -WATER SOFTENER SALT	\$64.80
<u>CULLIGAN INC. - \$67.60</u>			
ENVIRONMENTAL SERVICES	ENVIRONMENTAL SERVIC	1 EA UNIT RENTAL/WATER/SALT	\$67.60
<u>D & H ELECTRONICS - \$12.91</u>			
GENERAL	FIRE	1 EA FIVE 25 AMP FUSES	\$12.91
<u>DALE'S TIRE & RETREADING, INC. - \$20.00</u>			
ENVIRONMENTAL SERVICES	ENVIRONMENTAL SERVIC	1 EA FLAT REPAIR- SKID STEER	\$20.00
<u>DALE'S TIRE & RETREADING, INC. - \$698.00</u>			
WASTEWATER	WASTEWATER	1 EA REPLACEMENT TIRES UNIT 954/WW	\$698.00
<u>DALE'S TIRE & RETREADING, INC. - \$88.55</u>			
GENERAL	PARKS	1 48938, 49080 Tire Repair, tubes	\$68.68
CEMETERY	CEMETERY	1 48823 Tire Repair	\$19.87
<u>DALE'S TIRE & RETREADING, INC. - \$25.00</u>			
TRANSPORTATION	TRANSPORTATION	1 EA REPAIR FLAT TRUCK TIRE/TRANS	\$25.00
<u>ENVIRO SERV INC - \$232.00</u>			
WATER	WATER	1 EA SAMPLES/WA	\$105.00
WASTEWATER	WASTEWATER	1 EA INDUSTRIAL SAMPLE SID4A/WW	\$127.00
<u>FASTENAL CO. - \$23.30</u>			
WATER	WATER	1 EA PARTS FOR SYSTEM MTNCE/WA	\$23.30
<u>FEDERAL EXPRESS CORP. - \$45.89</u>			
WATER	WATER	1 EA SAMPLE SHIPMENT/WA	\$45.89
<u>D&D COMMUNICATIONS - \$51.00</u>			
GENERAL	POLICE	1 EA EQUIP MAINT/INV# 36131	\$51.00
<u>FLOYD'S SALES & SERV INC. - \$405.98</u>			
GENERAL	FIRE	1 EA REPLACED ACTUATOR ON TOWER ONE	\$405.98
<u>FLOYD'S SALES & SERV INC. - \$213.52</u>			
ENVIRONMENTAL SERVICES	ENVIRONMENTAL SERVIC	1 EA PARTS FOR UNIT 826 & 827	\$213.52
<u>FLOYD'S SALES & SERV INC. - \$125.84</u>			
ENVIRONMENTAL SERVICES	ENVIRONMENTAL SERVIC	1 EA REPAIR TO UNIT 828	\$125.84
<u>FRANK IMPLEMENT INC. - \$63.33</u>			
TRANSPORTATION	TRANSPORTATION	1 EA AIR FILTER FOR MOWING TRACTOR/TRANS	\$63.33
<u>FRANK IMPLEMENT INC. - \$9.08</u>			
GENERAL	PARKS	1 P63028 Pins	\$9.08
<u>ROGER FRANK - \$20.00</u>			
WATER		UTILITY REFUND	\$20.00
<u>FREMONT MOTOR SCOTTSBLUFF,LLC - \$285.08</u>			
GENERAL	POLICE	1 EA VEH MAINT/INV# 35246	\$285.08
<u>FREMONT MOTOR SCOTTSBLUFF,LLC - \$2,056.47</u>			
GENERAL	FIRE	1 EA REPLACED FLYWHEEL, CONVERTER ASY	\$2,056.47
<u>LYNN GARTON - \$118.00</u>			
WASTEWATER	WASTEWATER	ADV TRVL/ANN HEARTLAND OPERATORS CONF	\$118.00
<u>GENE STEFFY CHRYSLER - \$52,408.00</u>			
PUBLIC SAFETY	POLICE	1 EA CIP#1/2013 DODGE CHR/VIN# 716362	\$26,204.00

City of Scottsbluff

City Council Claims for July 15, 2013

PUBLIC SAFETY	POLICE	1 EA CIP#1/2013 DODGE CHR/VIN# 716363	\$26,204.00
<u>GENERAL TRAFFIC CONTROLS, INC - \$683.67</u>			
TRANSPORTATION	TRANSPORTATION	REPAIR TRAFFIC SIGNAL CONTROLLER	\$683.67
<u>GERING FIRE DEPT - \$91.95</u>			
GENERAL	FIRE	1 EA HAZ MAT BOOK FOR KUNZ	\$91.95
<u>GOLD WATCH LLC - \$750.00</u>			
ENVIRONMENTAL SERVICES	ENVIRONMENTAL SERVIC	1 EA HAULING RECYCABLES	\$750.00
<u>GOLD WATCH LLC - \$800.00</u>			
ENVIRONMENTAL SERVICES	ENVIRONMENTAL SERVIC	1 EA HAULING RECYCABLE MATERIALS	\$800.00
<u>ROBERT GOMEZ - \$126.00</u>			
GENERAL	RECREATION	1 Umpire 6/26 - 7/3 7 games	\$126.00
<u>TROY GREENE - \$18.00</u>			
GENERAL	RECREATION	1 Umpire 6/27-7/3 1 Game	\$18.00
<u>HANDLEY INDUSTRIES INC - \$2,764.96</u>			
WATER	WATER	1 EA CURB BOXES/TOP SLEEVES/WA	\$2,764.96
<u>HAWKINS, INC. - \$3,518.50</u>			
WATER	WATER	1 EA SODIUM HYPO/WA	\$3,518.50
<u>HEILBRUN FARM IND SUPP.INC. - \$1,968.53</u>			
ENVIRONMENTAL SERVICES	ENVIRONMENTAL SERVIC	1 EA PARTS FOR JUNE 2013	\$1,968.53
<u>HEILBRUN FARM IND SUPP.INC. - \$87.38</u>			
GENERAL	PARKS	1 (2) Lamp, hose fitting	\$11.28
GENERAL	PARKS	1 (5) Tools, wire, handle, wax	\$76.10
<u>HEILBRUN FARM IND SUPP.INC. - \$426.47</u>			
TRANSPORTATION	TRANSPORTATION	1 EA PARTS/FILTERS/BUSHINGS/TRANS	\$201.96
TRANSPORTATION	TRANSPORTATION	1 EA SUPP/GREASE GUN/3/4 DR RACHET"	\$224.51
<u>HEILBRUN FARM IND SUPP.INC. - \$159.00</u>			
GENERAL	POLICE	1 EA EQUIP MAINT/INV# 828579	\$159.00
<u>HEILBRUN FARM IND SUPP.INC. - \$62.84</u>			
WASTEWATER	WASTEWATER	1 EA OIL/FILTERS FOR VEHICLE MTNCE/WW	\$62.84
<u>HELENA CHEMICAL COMPANY - \$4,445.00</u>			
WATER	WATER	1 EA WELL FIELD SPRAYING/WA	\$3,395.00
WASTEWATER	WASTEWATER	1 EA WEED SPRAY FOR WWTP/WW	\$1,050.00
<u>HELENA CHEMICAL COMPANY - \$3,109.46</u>			
INDUSTRIAL SITES	MIS	CORN FERTILIZER 1/3 SHARE	\$3,109.46
<u>HI-TECH AUTO SERVICE - \$216.65</u>			
GENERAL	PARKS	1 (2) Oil change, starter	\$216.65
<u>JERRY HIGEL - \$1,375.00</u>			
TRANSPORTATION	TRANSPORTATION	1 EA TRAF.SIGNAL & CONTROL SERVICE/TRANS	\$1,375.00
<u>EVERGREEN PROPERTIES - \$310.00</u>			
GENERAL	PARKS	1 15751 & 15789 Lacy Septic Pump	\$310.00
<u>DAVID MICHAEL HOSPODKA - \$72.00</u>			
GENERAL	RECREATION	1 Umpire 6/27 - 7/3 4 games	\$72.00
<u>ICMA RETIREMENT TRUST-457 - \$1,114.97</u>			
CASH & INVESTMENT POOL		DEFERRED COMP	\$1,114.97
<u>IDEAL LINEN SUP INC. - \$25.10</u>			
WATER	WATER	1 EA MATS/WA	\$25.10
<u>IDEAL LINEN SUP INC. - \$20.38</u>			

City of Scottsbluff

City Council Claims for July 15, 2013

WATER	WATER	1 EA MATS/WA	\$20.38
<u>IDEAL LINEN SUP INC. - \$284.74</u>			
TRANSPORTATION	TRANSPORTATION	1 EA SUPP/MATS/TOWELS/CVRLLS/SOAP/TRANS	\$284.74
<u>IDEAL LINEN SUP INC. - \$135.62</u>			
GENERAL	LIBRARY	JANITORIAL SUPPLIES	\$135.62
<u>IDEAL LINEN SUP INC. - \$165.86</u>			
ENVIRONMENTAL SERVICES	ENVIRONMENTAL SERVIC	1 EA SHOP TOWELS/UNIFORMS/MOPS	\$165.86
<u>IDEAL LINEN SUP INC. - \$839.20</u>			
GENERAL	PARKS	LINERS, TP, GLOVES,SOAP	\$462.33
GENERAL	PARKS	RESTROOM CLEANERS-CAMPGROUND,RIVERSIDE	\$218.79
GENERAL	RECREATION	LINERS, TP, PAPER TOWELS-POOLS	\$149.44
CEMETERY	CEMETERY	RUG SERVICE-CEMETERY	\$8.64
<u>IDEAL LINEN SUP INC. - \$385.56</u>			
GENERAL	POLICE	1 EA JUN 13/UNIFORMS	\$385.56
<u>IDEAL LINEN SUP INC. - \$59.60</u>			
GENERAL	FINANCE	JANITORIAL SUPPLIES-JUNE 2013	\$59.60
<u>INDEPENDENT PLUMBING & HEATING, INC - \$28.44</u>			
GENERAL	PARKS	1 (3) Sprinkler Parts	\$28.44
<u>INFINITY CONSTRUCTION INC. - \$1,500.00</u>			
TRANSPORTATION	TRANSPORTATION	BASEMENT WALLS/NE CORNER BDWY & 19TH	\$1,500.00
<u>INFINITY CONSTRUCTION INC. - \$2,548.00</u>			
WATER	WATER	1 EA CONCRETE WORK-WATER SVC ON BROADWAY	\$648.00
WASTEWATER	WASTEWATER	1 EA CIRCLE DR & 13TH IRRIGATION MANHOLE	\$1,900.00
<u>VALLEY INSURANCE - \$24.45</u>			
WATER		UTILITY REFUND	\$24.45
<u>INTRALINKS, INC - \$47.50</u>			
GENERAL	MIS	COPIER ISSUE-ADMIN	\$47.50
<u>INTERNAL REVENUE SERVICE - \$320.00</u>			
HEALTH INSURANCE	PERSONNEL	PCOR FEE FOR CALENDAR YEAR 2012	\$320.00
<u>J & A TRAFFIC PRODUCTS - \$324.00</u>			
TRANSPORTATION	TRANSPORTATION	1 EA TRAFFIC SIGN STANDS & FRAMES/TRANS	\$324.00
<u>JOHN E. REID & ASSOCIATES, INC. - \$130.00</u>			
GENERAL	POLICE	1 EA HOWTON/TRAINING/INV# 140440	\$130.00
<u>NATHAN JOHNSON - \$67.68</u>			
GENERAL	CITY MANAGER	REIMB TRVL EXP/NCMA ANNUAL SUMMER CONF	\$67.68
<u>KEMBEL SAND & GRAVEL INC - \$381.52</u>			
GENERAL	PARKS	1 11298 Masonary Sand	\$381.52
<u>KEVIN KEPHART - \$31.27</u>			
WATER		DEPOSIT REFUND	\$31.27
<u>KIMBALL MIDWEST - \$232.43</u>			
TRANSPORTATION	TRANSPORTATION	1 EA SUPP/HD.HOSE/CABLE TIES/WASHER/TRAN	\$232.43
<u>KRIZ-DAVIS COMPANY INC. - \$603.65</u>			
WASTEWATER	WASTEWATER	1 EA ELECTRIC COIL REPL - BLOWER #2/WW	\$603.65
<u>KRIZ-DAVIS COMPANY INC. - \$8.52</u>			
WASTEWATER	WASTEWATER	1 EA FITTINGS FOR WELL BY CLARIFIER/WW	\$8.52
<u>LEAGUE OF NE MUNICIPALIT - \$95.00</u>			
GENERAL	FINANCE	BURBACH PRECONFERENCE FEE	\$95.00

City of Scottsbluff

City Council Claims for July 15, 2013

MADISON NATIONAL LIFE INS CO, INC - \$2,069.82

CASH & INVESTMENT POOL		LIFE INSURANCE/EE	\$28.44
CASH & INVESTMENT POOL		LIFE INSURANCE/ER	\$748.80
CASH & INVESTMENT POOL		DISABILITY INSURANCE/EE	\$916.77
GENERAL	POLICE	POLICE DISABILITY INSURANCE/ER	\$375.81

MAILFINANCE INC - \$153.09

GENERAL	FINANCE	POSTAGE MACHINE LEASE-JULY 2013	\$153.09
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MENARDS - \$7.37

GENERAL	FIRE	1 EA DEPARTMENT SUPLIES	\$7.37
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MENARDS - \$143.96

TRANSPORTATION	TRANSPORTATION	1 EA NEW SCREEN DOOR FOR DIR. OFFICE/TRA	\$109.00
TRANSPORTATION	TRANSPORTATION	1 EA SUPP/CONDUIT AND BIT/TRANS	\$34.96

MENARDS - \$252.97

GENERAL	PARKS	1 29227 Batteries, Sprayer, Nozzle	\$38.91
CEMETERY	CEMETERY	1 29734 Mulch	\$124.50
GENERAL	RECREATION	1 29252 Westmoor Concession Supplies	\$20.07
GENERAL	RECREATION	1 29252/29789 Batteries, Dollies, Hex	\$69.49

MENARDS - \$206.90

WASTEWATER	WASTEWATER	1 EA CHAIN SAW FOR SEWER MTNCE WK/PARTS	\$206.90
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MENARDS - \$79.96

ENVIRONMENTAL SERVICES	ENVIRONMENTAL SERVIC	1 EA SHOP SUPPLIES	\$79.96
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MENARDS - \$55.94

TRANSPORTATION	TRANSPORTATION	SUPPLIES/MOLD KILLER, 2X12'S	\$55.94
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PAUL MENDOZA - \$180.00

GENERAL	RECREATION	1 Umpire 6/26-7/3 10 games	\$180.00
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MONEY WISE OFFICE SUPPLIES - \$36.58

GENERAL	LIBRARY	1 DPT SUPPLIES - RECEIPT PRINT ROLLS	\$36.58
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MONEY WISE OFFICE SUPPLIES - \$16.17

GENERAL	FINANCE	DEPT SUPPLIES	\$16.17
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MONUMENT PREVENTION COALITION - \$880.00

GENERAL	COUNCIL	JULY '13 FUNDING	\$880.00
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JOHN DEERE FINANCIAL - \$42.84

GENERAL	PARKS	1 I99706 Straight Clevis	\$35.98
GENERAL	PARKS	1 I99585 Cable, sleeve, thimble	\$6.86

JOHN DEERE FINANCIAL - \$2.99

TRANSPORTATION	TRANSPORTATION	3 IN 1 OIL	\$2.99
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NE CRIME COMMISSION - \$7.50

GENERAL	POLICE	1 EA 2013 DIRECTORY/INV# 3084	\$7.50
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NE LIBRARY COMMISSION - \$1,650.00

REGIONAL LIBRARY	LIBRARY	1 SUBSCRIPTION - MANGO LANGUAGES	\$1,650.00
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NEBRASKA MACHINERY COMPANY - \$652.50

WASTEWATER	WASTEWATER	1 EA STANDBY GENERATOR MTNCE/WW	\$652.50
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NEBRASKA SALT AND GRAIN - \$3,780.40

TRANSPORTATION	TRANSPORTATION	DE-ICER FOR STREETS	\$3,780.40
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NE STATE HISTORICAL SOC - \$29.00

GENERAL	LIBRARY	1 SUBSCRIPTIONS- NE HISTORY & NH NEWS	\$29.00
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NEBR ENVIRONMENTAL PRODUCTS - \$111.56

City of Scottsbluff

City Council Claims for July 15, 2013

TRANSPORTATION	TRANSPORTATION	1 EA PARTS/NOZZLES FOR SWEEPERS/TRNS	\$111.56
<u>NEBR ENVIRONMENTAL PRODUCTS - \$161.38</u>			
WASTEWATER	WASTEWATER	1 EA EXTENSION FOR SEWER JET/WW	\$161.38
<u>ELIJAH NICHOLS - \$10.00</u>			
GENERAL	PARKS	1 Campground Refund - Dry camp 1 day	\$10.00
<u>NORTHERN SAFETY COMPANY, INC. - \$94.75</u>			
WASTEWATER	WASTEWATER	1 EA SAFETY VESTS/WW	\$94.75
<u>NORTHWEST PIPE FITTINGS, INC. OF SCB - \$93.45</u>			
TRANSPORTATION	TRANSPORTATION	1 EA SUPP/NOZ/COUPLINGS/CLAMPS/TRAN	\$93.45
<u>NORTHWEST PIPE FITTINGS, INC. OF SCB - \$214.01</u>			
GENERAL	PARKS	1 (5)Couplings, plugs, pipe	\$196.04
GENERAL	PARKS	SHOWER HEAD & ARM-RIVERSIDE	\$17.97
<u>NORTHWEST PIPE FITTINGS, INC. OF SCB - \$70.16</u>			
WASTEWATER	WASTEWATER	1 EA PIPE FOR SYSTEM WORK/WW	\$70.16
<u>NWEA - \$10.00</u>			
WASTEWATER	WASTEWATER	1 EA MEMBERSHIP RENEWAL CLAY RAHMIG/WW	\$10.00
<u>ONE CALL CONCEPTS - \$141.10</u>			
WASTEWATER	WASTEWATER	LOCATES FOR JUNE 2013	\$47.04
WATER	WATER	LOCATES FOR JUNE 2013	\$47.03
TRANSPORTATION	TRANSPORTATION	LOCATES FOR JUNE 2013	\$47.03
<u>OREGON TRAIL PLBG & HTG INC - \$70.00</u>			
GENERAL	FIRE	1 EA BLDG MAINT/INV# 20317/FIRE	\$35.00
GENERAL	POLICE	1 EA BLDG MAINT/INV# 20317/POLICE	\$35.00
<u>PANHANDLE COOP INC. - \$3,441.23</u>			
TRANSPORTATION	TRANSPORTATION	1 EA UNLEADED GASOLINE FOR TRANS	\$1,513.86
TRANSPORTATION	TRANSPORTATION	1 EA DIESEL FOR TRANS	\$1,927.37
<u>PANHANDLE COOP INC. - \$3,432.08</u>			
WATER	WATER	1 EA FUEL FOR UNITS/WA	\$1,909.23
WASTEWATER	WASTEWATER	1 EA FUEL FOR UNITS/WW	\$626.37
WASTEWATER	WASTEWATER	1 EA DIESEL FOR JET/1 TON/WW	\$896.48
<u>PANHANDLE COOP INC. - \$5,082.77</u>			
GENERAL	POLICE	1 EA JUN 13/GASOLINE	\$5,082.77
<u>PANHANDLE COOP INC. - \$5,377.52</u>			
GENERAL	PARKS	SUPPLIES-ADAPTOR	\$14.99
GENERAL	PARKS	GAS-PARKS	\$1,774.86
GENERAL	PARKS	DIESEL-PARKS	\$2,783.35
GENERAL	RECREATION	GAS-RECREATION	\$27.81
CEMETERY	CEMETERY	DIESEL-CEMETERY	\$776.51
<u>PANHANDLE COOP INC. - \$268.13</u>			
GENERAL	DEVELOPMENT SERVICES	1 EA JUNE FUEL - GARY, CODY, MARLIN	\$268.13
<u>PANHANDLE COOP INC. - \$966.96</u>			
GENERAL	FIRE	1 EA MONTHLY FUEL	\$966.96
<u>PANHANDLE COOP INC. - \$109.64</u>			
GENERAL	PERSONNEL	TRAINING-HR LAW, BODE & BURBACH	\$27.45
GENERAL	FINANCE	LONM ANNUAL CONFERENCE, BURBACH	\$31.30
GENERAL	CITY MANAGER	NCMA CONFERENCE-N JOHNSON	\$50.89
<u>PANHANDLE HUMANE SOC - \$4,776.24</u>			

City of Scottsbluff

City Council Claims for July 15, 2013

GENERAL	POLICE	CONTRACTUAL SERVICES-JULY '13	\$4,776.24
<u>PANHANDLE LIBRARY SYSTEM - \$17.75</u>			
GENERAL	LIBRARY	1 CONTRACT SERVICES - DVD/CD CLEANING	\$17.75
<u>PAUL REED CONSTRUCTION & SUPPLY, INC - \$63.04</u>			
GENERAL	PARKS	1 14199 Mulch for City Hall	\$63.04
<u>PEPSI COLA OF WESTERN NE LLC - \$704.10</u>			
GENERAL	RECREATION	1 Splash Concessions	\$95.90
GENERAL	RECREATION	1 (5) Westmoor Concessions	\$608.20
<u>KRISTY PETERSEN - \$30.00</u>			
GENERAL	RECREATION	1 Swim Lesson/Guard Start Refund	\$30.00
<u>PLATTE VALLEY BANK - \$3,745.00</u>			
TIF PROJECTS	FINANCE	INT ON 2000A TIF BOND-CARR TRUMBALL II	\$307.11
TIF PROJECTS	FINANCE	INT ON 2000A TIF BOND-LINCOLN HOTEL	\$1,049.14
TIF PROJECTS	FINANCE	INT ON 2000B TIF BOND-KN ENERGY	\$644.23
TIF PROJECTS	FINANCE	INT ON 2000B TIF BOND-PV NAT'L BANK	\$1,139.72
TIF PROJECTS	FINANCE	INT ON 2000B TIF BOND-MUHR	\$28.27
TIF PROJECTS	FINANCE	INT ON 2000B TIF BOND-EAST PORTAL	\$405.29
TIF PROJECTS	FINANCE	INT ON 2000B TIF BOND-PV OFFICE	\$171.24
<u>POSTMASTER - \$225.09</u>			
ENVIRONMENTAL SERVICES	ENVIRONMENTAL SERVIC	POSTAGE FOR UTILITY BILLS	\$75.03
WASTEWATER	WASTEWATER	POSTAGE FOR UTILITY BILLS	\$75.03
WATER	WATER	POSTAGE FOR UTILITY BILLS	\$75.03
<u>POSTMASTER - \$328.77</u>			
ENVIRONMENTAL SERVICES	ENVIRONMENTAL SERVIC	POSTAGE FOR UTILITY BILLS	\$109.59
WASTEWATER	WASTEWATER	POSTAGE FOR UTILITY BILLS	\$109.59
WATER	WATER	POSTAGE FOR UTILITY BILLS	\$109.59
<u>PRINT BROKER - \$726.54</u>			
ENVIRONMENTAL SERVICES	ENVIRONMENTAL SERVIC	UTILITY BILLS	\$242.18
WASTEWATER	WASTEWATER	UTILITY BILLS	\$242.18
WATER	WATER	UTILITY BILLS	\$242.18
<u>PRINT EXPRESS - \$82.00</u>			
GENERAL	CITY MANAGER	BUSINESS CARDS-N JOHNSON	\$82.00
<u>NEBRASKALAND TIRE - \$2,744.86</u>			
GENERAL	POLICE	1 EA JUN 13/VEH MAINT	\$2,744.86
<u>NEBRASKALAND TIRE - \$763.22</u>			
GENERAL	FIRE	1 EA REPLACE FRONT TIRES ON RESCUE ONE	\$763.22
<u>QUILL CORP - \$53.99</u>			
GENERAL	FIRE	1 EA JANIT SUPPL/INV# 3293953/FIRE	\$18.45
GENERAL	POLICE	1 EA JANIT SUPPL/INV# 3293953/POLICE	\$18.46
GENERAL	POLICE	1 EA DEPT SUPPL/INV# 3293953/POLICE	\$17.08
<u>QUILL CORP - \$149.95</u>			
GENERAL	FINANCE	DEPT SUPPLIES-5 CASES COPY PAPER	\$149.95
<u>R&C WELDING & FABRICATION - \$1,870.49</u>			
GENERAL	RECREATION	1 101090 Splash Filter Repair	\$1,870.49
<u>REAMS SPRINKLER SUPPLY CO., INC - \$1,857.54</u>			
GENERAL	PARKS	1 (2) Risers, rotors	\$1,780.52
CEMETERY	CEMETERY	1 s1177289 Sprinkler Parts	\$77.02

City of Scottsbluff

City Council Claims for July 15, 2013

REGISTER OF DEEDS - \$60.00

CEMETERY	CEMETERY	RECORDING FEE-CEMETERY DEEDS	\$60.00
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RESPOND FIRST AID SYSTEMS - \$36.95

TRANSPORTATION	TRANSPORTATION	1 EA FIRST AID KIT SUPPLIES/TRANS	\$36.95
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ESQUIO RIOS JR - \$18.00

GENERAL	RECREATION	1 Umpire 6/27-7/3 1 game	\$18.00
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RON'S TOWING - \$125.00

GENERAL	POLICE	1 EA TOW SERVICE/13-06701/INV# 16636	\$125.00
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S M E C - \$274.50

CASH & INVESTMENT POOL		EMPLOYEE DEDUCTIONS	\$274.50
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SANDBERG IMPLEMENT, INC - \$81.29

GENERAL	PARKS	1 (5) Dust Covers	\$81.29
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SCOTTSBLUFF BODY & PAINT, INC - \$590.00

GENERAL	POLICE	1 EA JUN 13/TOW SERVICE	\$590.00
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SCB COUNTY - \$73.00

GENERAL	DEVELOPMENT SERVICES	1 EA INV#6004 FOR S13-163 SEPTIC SYSTM	\$73.00
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SCB FIREFIGHTERS UNION LOCAL 1454 - \$195.00

CASH & INVESTMENT POOL		UNION DUES	\$195.00
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SCB POLICE OFFICERS ASS'N - \$378.00

CASH & INVESTMENT POOL		UNION DUES	\$378.00
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THE SHERWIN-WILLIAMS CO - \$249.00

TRANSPORTATION	TRANSPORTATION	1 EA 20 GAL. HANDICAP BLUE LATEX/TRANS	\$249.00
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SIMMONS OLSEN LAW FIRM PC - \$11,917.12

GENERAL	CITY MANAGER	LEGAL SERVICES/RETAINER/CONTRACTUAL	\$6,086.85
GENERAL	POLICE	LEGAL SERVICES/CONTRACTUAL PROSECUTING	\$3,917.77
GENERAL	POLICE	VILLANUEVA/HARASSMENT SUIT	\$800.00
ECONOMIC DEVELOPMENT	CITY MANAGER	FUTURE FOOD ENERGY,LLC/ECON DEV ASSIST	\$125.00
ECONOMIC DEVELOPMENT	CITY MANAGER	KYS FOODS,INC/ECONOMIC DEV ASSISTANCE	\$325.00
ECONOMIC DEVELOPMENT	CITY MANAGER	2013 ECONOMIC DEVELOPMENT GENERAL	\$662.50

SIMON CONTRACTORS INC - \$7,136.00

TRANSPORTATION	TRANSPORTATION	1 EA CONCRETE FOR STREET REPAIRS/TRANS	\$7,136.00
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SIMON CONTRACTORS - \$75.08

WASTEWATER	WASTEWATER	1 EA GRAVEL FOR WWTP LAGOON ROADS/WW	\$75.08
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SNELL SERVICES INC. - \$585.64

GENERAL	PARKS	1 110424-0 Campground RR Light	\$363.14
GENERAL	PARKS	REPLACED BREAKER-RIVERSIDE CAMPGROUND	\$222.50

SPECIAL INVESTIGATIONS - \$3,000.00

GENERAL	POLICE	1 EA HIDTA BUY MONEY	\$3,000.00
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STAPLES - \$79.96

ENVIRONMENTAL SERVICES	ENVIRONMENTAL SERVIC	1 EA OFFICE SUPPLIES- INK	\$79.96
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STAPLES - \$44.70

GENERAL	RECREATION	1 Return shipping for hot dog cradle	\$9.72
GENERAL	PARKS	1 Key Tags	\$34.98

STAPLES - \$441.35

WATER	WATER	1 EA 2 FILE CABINETS FOR BACKFLOW/C-BOX	\$441.35
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STAPLES - \$10.52

GENERAL	POLICE	1 EA SHIPPING/INV# 99322	\$10.52
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City of Scottsbluff

City Council Claims for July 15, 2013

STAPLES - \$9.67

GENERAL	FINANCE	DEPT SUPPLIES	\$9.67
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STAR HERALD - \$17.94

GENERAL	EMERGENCY MANAGEMENT	1 PET Public Notice	\$17.94
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STATE OF NEBR-DEPT OF ADMIN SVC - \$3.35

GENERAL	EMERGENCY MANAGEMENT	1 Long Distance Sevice	\$3.35
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STATE PATROL - \$38.00

GENERAL	FIRE	BACKGROUND CHECK FOR KENT KELLY	\$38.00
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TOMMY'S JOHNNY'S INC - \$1,265.00

GENERAL	PARKS	1 Portas Veteran's and Northwood	\$495.00
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GENERAL	PARKS	1 Porta potties soccer field	\$770.00
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TOTAL FUNDS BY HASLER - \$1,000.00

GENERAL	FINANCE	POSTAGE 6/11/13	\$1,000.00
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TOTAL FUNDS BY HASLER - \$300.00

GENERAL	POLICE	POSTAGE 7/3/13	\$300.00
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TOYOTA FINANCIAL SVCS - \$383.99

GENERAL	POLICE	1 EA AUG 13/HIDTA CAR LEASE	\$383.99
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JOHN TRAPP - \$18.00

GENERAL	RECREATION	1 Umpire 6-36 - 7/3 1 game	\$18.00
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TYLER TECHNOLOGIES, INC - \$63,832.80

GENERAL	FINANCE	60% OF INCODE LICENSE FEES DUE	\$63,832.80
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UNITED CHAMBER OF COMMER - \$129.00

GENERAL	DEVELOPMENT SERVICES	1 EA CLASS FOR ANNIE URDIALES	\$129.00
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US BANK-CPS - \$98.58

GENERAL	POLICE	1 EA EQUIP MAINT/INV# 10761	\$98.58
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US BANK-CPS - \$118.02

GENERAL	FIRE	1 EA SAFEKIDS RECERT FOR N. PARRISH	\$50.00
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GENERAL	FIRE	1 EA PARTS FOR RAM PPV FAN MOTOR	\$68.02
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US BANK-CPS - \$247.47

GENERAL	DEVELOPMENT SERVICES	1 EA XEROX SCANNER CMPTABLT W/ BEEHIVE	\$247.47
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USA BLUEBOOK - \$338.20

WASTEWATER	WASTEWATER	1 EA 12 PLUG/WORK GLOVES/WW"	\$338.20
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CELESTINO VEGA - \$31.27

WATER		DEPOSIT REFUND	\$31.27
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VERIZON WIRELESS - \$128.69

WATER	WATER	CELL PHONE FEE	\$81.42
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WASTEWATER	WASTEWATER	CELL PHONE FEE	\$47.27
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VIAERO WIRELESS - \$36.22

WATER	WATER	1 EA DIGGERS LOCATES/WA	\$18.11
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WASTEWATER	WASTEWATER	1 EA DIGGERS LOCATES/WW	\$18.11
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MIGUEL ANGEL VILLAGRANA JR - \$162.00

GENERAL	RECREATION	1 Umpire 6/26-7/3 9 games	\$162.00
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STEPHEN WAECHTER - \$25.00

GENERAL	PARKS	SHELTER RESERVATION REFUND	\$25.00
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WALMART COMMUNITY/GEMB - \$142.44

GENERAL	RECREATION	1 025374 Supplies, concession supply	\$142.44
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WALMART COMMUNITY/GEMB - \$62.36

City of Scottsbluff

City Council Claims for July 15, 2013

ENVIRONMENTAL SERVICES	ENVIRONMENTAL SERVIC	1 EA OFFICE SUPPLIES/CLEANING SUPPLIES	\$62.36
<u>WESTCO - \$286.38</u>			
GENERAL	PARKS	1 (2)Coveralls, gloves	\$286.38
<u>WESTCO - \$1.33</u>			
TRANSPORTATION	TRANSPORTATION	SUPPLIES/BOLT	\$1.33
<u>WESTCO - \$104.19</u>			
WATER	WATER	WEED SPRAY-USE AROUND WELLS AT WELL FLD	\$104.19
<u>WESTERN PATHOLOGY CONSULTANTS, INC - \$127.00</u>			
GENERAL	PERSONNEL	RANDOM DOT TESTING FOR JUNE 2013	\$127.00
<u>WESTERN TRAIL SPORTS - \$307.24</u>			
GENERAL	RECREATION	1 Lifeguard uniforms	\$307.24
<u>YMCA OF SCOTTSBLUFF - \$1,576.20</u>			
CASH & INVESTMENT POOL		FITNESS PROGRAM-POLICE & GENERAL EMP/EE	\$892.11
CASH & INVESTMENT POOL		FITNESS PROGRAM-POLICE & GENERAL EMP/ER	\$684.09
<u>MONTY ZEILER - \$126.00</u>			
GENERAL	RECREATION	1 Umpire 6/26-7/3 7 games	\$126.00
<u>ZM LUMBER CO. - \$9.28</u>			
GENERAL	PARKS	1 80439 Posts for Cleveland Field	\$9.28
<u>GRAND TOTAL</u>			\$282,156.56

City of Scottsbluff, Nebraska

Monday, July 15, 2013

Regular Meeting

Item Claims2

Conflict Claims: Approve claim to the League of NE Municipalities in the amount of \$95.00.

Council Member Boeckner is a Board Member member of the League of NE Municipalities and should abstain from voting on a payment to the League.

Staff Contact: Cindy Dickinson

City of Scottsbluff, Nebraska

Monday, July 15, 2013

Regular Meeting

Item Public Inp1

Council to consider approving an Inter-local Agreement with Scotts Bluff County for the Consolidation Communication Center and authorize the Mayor to execute the agreement.

Staff Contact: Rick Kuckkahn

**SCOTTS BLUFF COUNTY CONSOLIDATED
COMMUNICATIONS CENTER
INTERLOCAL COOPERATION AGREEMENT**

WHEREAS, it is in the best interest of the County of Scotts Bluff to participate in a consolidated communications center with the City of Scottsbluff; and

WHEREAS, it is in the best interest of the City of Scottsbluff to participate in a consolidated communications center with the County; and

WHEREAS, the County of Scotts Bluff and the City of Scottsbluff wish to enter into such an Agreement, pursuant to the terms of the Interlocal Cooperation Act; and

WHEREAS, the County Board of Commissioners of Scotts Bluff County, has reviewed this Agreement and have authorized the Chairman of the Board of Commissioners for Scotts Bluff County, Nebraska to sign this Agreement; and

WHEREAS, the City Council of Scottsbluff, Nebraska has reviewed this Agreement and has authorized the Mayor of the City of Scottsbluff to sign this Agreement; and

**IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES
HERETO THAT:**

1. **TERM.** The term of this Agreement shall be perpetual unless terminated as hereinafter provided.
2. **AGENCY DESIGNATION.** The Scotts Bluff County Consolidated Communications Center ("Communications Center") established pursuant to the terms of this Agreement shall function through the County of Scotts Bluff, subject, however, to the terms of this Agreement.
3. **PURPOSE.** The purpose of the Communications Center shall be to provide communications services for Scotts Bluff County, Cities of Scottsbluff, Gering, Mitchell, Minatare, Terrytown and the Villages of Morrill, Lyman, Henry, McGrew, and Melbeta public safety agencies and ambulance and medical services serving Scotts Bluff County, and such other duties as shall from time to time be established by the Advisory Board.
4. **ADVISORY BOARD.** The Communications Center shall be operated by a joint committee. This committee shall be know as the "Scotts Bluff County Consolidated Communications Center Advisory Board" ("Advisory Board"). The

governing bodies of Scotts Bluff County, City of Scottsbluff, City of Gering, City of Terrytown, City of Mitchell, City of Minatare and the Village of Morrill may appoint one representative to be a member of the Advisory Board. The remaining entities of the Village of Lyman, Village of Henry, Village of McGrew and the Village of Melbeta may collectively appoint one representative. Additionally, each of the governing bodies listed above shall be entitled to one additional representative on the Advisory Board for each 4,000 persons of its population as set forth on the population chart marked as Exhibit "A" which is attached hereto and incorporated by this reference.

The representatives on the Advisory Board shall be appointed to one term by their respective governing body. Any representative may be appointed to succeed himself or herself on the Advisory Board for additional terms. Representatives shall serve without compensation, but shall receive reimbursement for actual and necessary expenses paid through the budget of the Communications Center.

The Advisory Board shall elect a chairperson and vice-chairperson from among its representatives. The vice-chairperson shall act in the absence of the chairperson. The Board shall meet at such time and place as specified by call of the chairperson or any four representatives. At least one meeting shall be held quarterly.

5. **ADVISORY BOARD DUTIES.** The Advisory Board shall be responsible for, adopting, maintaining and amending procedures governing the operations of the Scotts Bluff County Consolidated Communications Center, adopting a budget for recommendation to the parties to this Agreement; and any other things necessary to carry out the purposes of this Agreement. All actions of the Advisory Board shall require a quorum of the representatives.
6. **RATIFICATION OF ACTION OF ADVISORY BOARD.** All actions of the Advisory board shall, with the exception of the budget action and emergency actions, be reported to the Scotts Bluff County Commissioners and all the entities participating in this Agreement within seven (7) days and each governmental entity shall have fifteen (15) days after receipt of such report to recommend any changes. Failure to formally recommend any changes within fifteen (15) days shall be deemed acceptance of the action.
7. **APPROVAL BY POLITICAL SUBDIVISION, MAJORITY REQUIRED.** Any action of the Advisory Board shall be approved by majority of the representatives appointed.
8. **DIRECTOR, STATUS AND DUTIES.** The present Director of the Communications Center shall continue to serve in this capacity until vacancy in this position would occur. The Director shall be considered an employee of Scotts Bluff County and shall be subject to the rules and regulations of the County

Personnel System and shall be entitled to the benefits of the County Personnel System as a department head. The duties and responsibilities of the Director shall include; direction and management of the day-to-day operations of the Communications Center; hiring, replacement or removal of employees subordinate to him/her; attending meetings of the Advisory Board and give them an opinion on any matters submitted to him/her either orally or in writing, as may be required; accounting for all funds received and disbursed by the Communications Center; preparing an annual budget for submission to the Advisory Board and performing such other duties as may be required by the Advisory Board. The Director shall not be the head or employee of any department using the services of the Communications Center. Upon a vacancy in the position of Director, the Advisory Board shall screen suitable candidates and recommend to the County Commissioners a formal candidate to fulfill the duties of Director. Within fourteen (14) calendar days following such recommendation by the Advisory Board, the County Commissioners shall act on the recommendation. Upon ratification by a majority of the members of the County Commissioners present at a meeting to consider such appointment, such appointment shall become final. In the event a majority of the Advisory Board would vote to see the dismissal of the Director, such Board would present its findings to the County Commissioners, and said Commissioners would have until the next regularly scheduled meeting to act upon the recommendation. The recommendation of the Advisory Board would not become final until a majority of the County Commissioners present at such meeting would ratify the recommendation.

9. **EMPLOYEES.** Any new employees or replacements shall be hired on a competitive basis, using the County's current hiring policy in force. Employees of the Communications Center below the level of the Director shall be considered employees of the County and shall be subject to the rules and regulations of the County and entitled to the benefits of the County Personnel System.
10. **FISCAL YEAR.** The Communications Center shall adopt a fiscal year budget commencing July 1st and terminating on June 30th of its succeeding year.
11. **CLAIMS.** All claims concerning the operations of the Communications Center shall be processed by the County as all claims are presently processed and approved or denied, or as the processing may be amended.
12. **BUDGET, ADOPTION.** On or before May 15th of each year, the Advisory Board shall submit a recommended capital expenditures budget to the governing body of each political subdivision that is a party to this Agreement. The governing body of the County shall, prior to September 20th of each year, adopt a complete budget for funding the Communications Center. The County will submit to the parties

hereto an audited financial statement which includes only that portion of financial reporting and management recommendations which pertain to the operation of the Communications Center.

The total amount requested will include capital expenditures for the upcoming year. The annual capital expenditure amount would include: communications equipment purchases, upgrades for communications software, licensing and maintenance agreements for all equipment, including the backup system maintained by the City of Scottsbluff. The total amount would be reduced by any grant funding or other outside sources of funding that the Communications Center may receive (see Paragraph 14).

13. **FINANCIAL PARTICIPATION.** To provide adequate financial support for the Communications Center, each political subdivision to this Agreement will annually contribute monies. The amount will be determined using a formula based on the latest Federal Census reflecting that political subdivision's percentage of the total County population. Each political subdivision's financial obligation will be due October 1st of each year and unless otherwise agreed will be limited to amounts set forth on the Communications Population Breakdown, attached hereto marked as Exhibit "B" and incorporated by this reference.
14. **FUNDING AND GRANTS.** In the performance of its duties the Communications Center may cooperate with and accept and expend funds from federal, state, or local entities or associations, public or semi-private or private individuals or corporations and may carry out such cooperative undertakings and contracts as long as the same are for the purposes of this Agreement. Funds provided by outside sources such as grants monetary donations or monies bequeathed to the Communications Center shall be applied directly to the operations of the Communications Center and used to reduce the required financial contributions for each political subdivision to this Agreement.
15. **ALARMS.** The Communications Center will receive all annual permit fees paid with regard to the County alarm processing equipment systems and shall be responsible for the administration of the systems maintenance and repairs and upgrading. Scottsbluff and Gering shall receive and retain any false alarm fees charged by them with regard to the alarm system.
16. **RELATED SERVICES.** The Communications Center shall provide communications for all Scotts Bluff County, Scottsbluff, Gering, Lyman, Minatare, Mitchell, Morrill, McGrew, Melbeta, Henry, Terrytown and outlying public safety agencies and ambulance and medical services serving Scotts Bluff County, and shall have adequate employees equipped and facilities to efficiently carry out this responsibility at all times. The Communications Center shall handle

all after-hours telephone and radio notifications for all the above named entities to include paging, utility service calls and all other official notifications as are necessary for effective operations of those entities.

17. **BACK UP SYSTEM.** The City of Scottsbluff's communications system shall be maintained as a back up system. The back up system equipment shall handle the services of the Communications Center in the event of failure of the main system or evacuation of the Communications Center. From time to time the back up system equipment shall be enhanced and upgraded as necessary to make it capable of performing its function, if required. The funds to provide, maintain, enhance and upgrade the back-up system shall be provided by the Communications Center budget pursuant to this Agreement.
18. **TERMINATION.** Any party to this Agreement may terminate their participation in this Agreement as of June 30th of any year provided, however, written notice of such termination must be delivered to the other parties not less than one hundred and eighty (180) days prior to the first day of June that year. This procedure shall be in addition to all remedies available by law to all parties to this Agreement. If any party terminates its participation in this Agreement, the other party's participation shall also terminate unless a new Agreement is entered into by the remaining parties prior to the termination date.
19. **INTERLOCAL COOPERATION ACT.** Pursuant to the provisions of the Nebraska Interlocal Cooperation Act, and to the extent not specified in this Agreement, the parties further state as follows:

No separate legal or administrative entity will be created pursuant to this Agreement. Existing agents of the respective parties will complete the terms of this Agreement.

The obligations of this Agreement will be financed as may be provided for by law for each of the respective parties.

Termination of this Agreement shall properly occur as provided herein.

The parties acknowledge, stipulate, and agree that this Agreement shall not relieve any public agency of any obligation or responsibility imposed upon it by law.
20. **LIABILITY.** Liability and responsibility for matters relating to the operation of the Communications Center shall be with Scotts Bluff County and Scotts Bluff County agrees to indemnify and hold harmless the other party to this Agreement from any such liability or responsibility. During the term of this Agreement, Scotts Bluff County shall carry commercial general liability and professional liability and errors and omissions insurance coverage for itself and all employees

of the communications Center in an amount not less than \$1,000,000 per year. In addition, Scotts Bluff County agrees to maintain such types, kinds and amounts of insurance to protect from the risk of loss for the Communications Center's equipment, software and other property used in providing services under this Agreement. All such policies shall contain a provision requiring the insurance company to notify Scottsbluff and Gering at least thirty (30) days prior to the cancellation or termination of coverage.

21. **SEVERABILITY.** If any of the provisions of this Agreement, or the application thereof, to any person, entity or circumstances, are held to be invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or applications, and to this the provision of this Agreement are declared to be severable.
22. **SINKING FUND.** Under current law the County cannot establish such a fund, but would be supportive of legislation to implement such a system. If and when authorized to implement such a system of necessary equipment and/or emergency situations that are related to the operations of the Communications Center. The type and amount of funds to be placed in the sinking fund would be determined at the time it would be implemented by the Advisory Board.
23. **NOTICE.** All notices required or permitted under this Agreement shall be in writing and shall be deemed given when mailed by Certified Mail, Return Receipt Requested, to the parties address as follows:

Scotts Bluff County, Nebraska
County Administration Building
1825 10TH Street
Gering, NE 69341
ATTENTION: County Clerk

City of Scottsbluff, Nebraska
2525 Circle Drive
Scottsbluff, NE 69361
ATTENTION: City Manager

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date indicated.

[SIGNATURE PAGE WILL FOLLOW]

DATED this ____ day of _____, 2013.

ATTEST:

THE COUNTY OF SCOTTS BLUFF,

County Clerk

Chairman - Scotts Bluff County

ATTEST:

CITY OF SCOTTSBLUFF,

City Clerk

Mayor

COMMUNICATIONS POPULA

CITY/VILLAGE	POPULATION	PERCENTAGE
WIKIPEDIA	2010	
City of Scottsbluff	15039	40.7%
City of Gering	8500	23.0%
Scotts Bluff County	8130	22.0%
City of Mitchell	1702	4.60%
City of Terrytown	1198	3.2%
Village of Morrill	921	2.5%
City of Minatare	816	2.2%
Village of Lyman	341	0.92%
Village of Melbeta	112	0.30%
Village of Henry	106	0.29%
Village of McGrew	105	0.29%
Banner County		
TOTALS	36970	100.0%

EXHIBIT

COMMUNICATIONS POPULATION BREAKDOWN

Budget Years										w/o 2012-2013 Is Considered Complete	
CITY/VILLAGE	POPULATION	%	2012-2013 AMOUNT	2012-2013 Amount Paid	2013-2014	2013-2014 Amount Paid	2014-2015	2014-2015 Amount Paid	2015-2016	2015-2016 Amount Paid	Balance Due
Source: WIKIPEDIA	2010		\$349,613	\$366,058.55	\$256,627	\$0.00	\$142,130	\$0.00	\$97,874	\$0.00	\$496,631
City of Scottsbluff	15039	41%	\$142,292.49	\$70,000.00	\$104,447.18		\$57,846.91		\$39,834.72		\$202,128.81
City of Gering	8500	23%	\$80,410.99	\$40,000.00	\$59,024.21		\$32,689.90		\$22,511.02		\$114,225.13
Scotts Bluff County	8130	22%	\$76,914.86	\$225,000.00	\$56,457.94		\$31,268.60		\$21,532.28		\$109,258.82
City of Mitchell	1702	5%	\$16,082.20	\$8,000.00	\$11,804.84		\$6,537.98		\$4,502.20		\$22,845.02
City of Terrytown	1198	3%	\$11,187.62	\$6,000.00	\$8,212.07		\$4,548.16		\$3,131.97		\$15,892.20
Village of Morrill	921	3%	\$8,740.33	\$8,740.33	\$6,415.68		\$3,553.25		\$2,446.85		\$12,415.78
City of Minatare	816	2%	\$7,691.49	\$5,000.00	\$5,645.80		\$3,126.86		\$2,153.23		\$10,925.89
Village of Lyman	341	1%	\$3,216.44	\$1,608.22	\$2,360.97		\$1,307.60		\$900.44		\$4,569.01
Village of Melbeta	112	3%	\$1,048.84	\$0.00	\$769.88		\$426.39		\$293.62		\$1,489.89
Village of Henry	106	.29%	\$1,013.88	\$510.00	\$744.22		\$412.18		\$283.84		\$1,440.24
Village of McGrew	105	.29%	\$1,013.88	\$0.00	\$744.22		\$412.18		\$283.84		\$1,440.24
Banner County				\$1,200.00							
TOTALS	36970	100%	\$349,613	\$366,058.55	\$256,627	\$0.00	\$142,130	\$0.00	\$97,874	\$0.00	\$496,631.03

City of Scottsbluff, Nebraska

Monday, July 15, 2013

Regular Meeting

Item Reports1

Council to consider the Memorandum of Understanding for the WING/HIDTA Drug Task force and authorize the Mayor to execute the agreement.

This proposed Memorandum of Understanding (MOU) is an updated version that has been created and agreed upon by all WING Task Force board members. This MOU has been provided to legal counsel of the local jurisdictions for review. The guidelines set forth in this MOU provide procedures to agencies for day-to-day operations and only serves to add cohesiveness to the WING/HIDTA Drug Task Force. It is necessary to have the Council review the MOU and authorize the Mayor to sign it.

Staff Contact: Chief Kevin Spencer

MEMORANDUM OF UNDERSTANDING

Western Nebraska Intelligence and Narcotics Group

&

High Intensity Drug Trafficking Area

Drug and Violent Crime Task Force

(Hereafter referred to as the WING/HIDTA Drug Task Force)

01-07-2013

Page 1

I. INTRODUCTION

- A. The WING/HIDTA Drug Task Force is comprised of the following parties to include: the Alliance Police Department (1), Nebraska State Patrol (3), Scotts Bluff County Sheriff's Department (1), Scottsbluff Police Department (1), Gering Police Department (1), Chadron Police Department (1), Sidney Police Department (1), Cheyenne County Sheriff's Department (1), and a HITDA Investigator from the Scottsbluff Police Department (1). This includes the following jurisdictions of: Box Butte County, Banner County, Dawes County, Cheyenne County, Kimball County, Sioux County, Sheridan County, Morrill County, Garden County, Scotts Bluff County and Deuel County.
- B. These guidelines will not supersede any of the participating agency's policies and procedures. Violations of the WING/HIDTA Drug Task Force Guidelines may subject the law enforcement officer (LEO) or civilian support staff employee to disciplinary actions by their respective Agency.

The WING/HIDTA Drug Task Force was initiated to identify, investigate, and prepare prosecutable cases against major drug trafficking organizations and criminal investigations surrounding narcotics and violent crime that affect Western Nebraska.

If WING/HIDTA Drug Task Force utilizes an off-site or other meeting location, the location will be determined by the Task Force Commander on a need to know, right to know basis.

OBJECTIVES

The objectives of the WING/HIDTA Drug Task Force are as follows:

- 1. Combine investigative resources.
- 2. Combine investigative manpower.
- 3. Foster cooperation and information sharing among Criminal Justice Agencies.
- 4. Conduct and actively participate in cooperative efforts aimed at identifying and conducting investigations related to project operations.

This Memorandum of Understanding (MOU) provides a guide to participating agencies for day- to- day operations and only serves to add cohesiveness to the WING/HIDTA Drug Task Force.

DEFINITIONS

Majority-A number greater than half of the total.

Super Majority-According to the Business Dictionary a Super Majority requires seventy-five percent or higher votes to approve a decision in an organization.

Off-Site-Not on the main site; not based or occurring in an organizations principal place of activity.

ADVISORY BOARD

WING/HIDTA Drug Task Force Advisory Board members will be appointed to the advisory board from criminal justice agencies in the project area to include representatives from the Nebraska State Patrol, Chadron, Alliance, Scottsbluff, Gering, Sidney Police Departments and the Scotts Bluff and Cheyenne County Sheriff's Office. Appointments for any other representation on the board will be determined by majority vote of the Advisory Board. The Advisory Board shall meet quarterly either in person or via teleconference in accordance with the Open Meetings Act of Nebraska.

The Advisory Board shall also provide for:

Personnel and appropriate supervisors.

1. It shall be the first responsibility of the Advisory Board to appoint a task force commander. The task force commander shall be elected by a majority of the Advisory Board. If concerns arise regarding the task force commander's job performance, the Advisory Board may by a super majority vote, remove the task force commander from the position.
2. If the Advisory Board has concerns regarding an Advisory Board member's participation in Advisory Board activities and decisions, or after three unexcused absences or by notification by the Advisory Board member, a super-majority vote of the board members can result in that member's removal from the Advisory Board.
3. If the Advisory Board has concerns regarding a task force member's non-performance or sub-standard performance this information shall be reported to the task force member's parent agency. The Advisory Board, by a super-majority vote, may choose to remove a task force member for non-performance or sub-standard performance or for any other reason, which is in the best interest of the drug task force.
4. Parent agencies that contribute investigators should place individuals that are capable, eager and self-motivated in the drug task force.
5. Regular meetings, reports of investigations, planned investigations, and expenditure of funds which are documented according to customary accounting practices acceptable to each Agency.
6. Any other information that is deemed necessary by the participating agencies.

At any time during this agreement, any party or agency may withdraw from the WING/HIDTA Drug Task Force. The party or agency withdrawing shall provide written notice to the Advisory Board Chairman and respective participating agency heads of such intent, prior to withdrawal.

All the participating agencies that may be involved in this WING/HIDTA Drug Task Force, including the task force commander, should attend Advisory Board meetings.

As needed, the Advisory Board should continually evaluate the effectiveness and scope of the entire project and make any recommendations or modifications to the WING/HIDTA Drug Task Force as deemed necessary.

The WING/HIDTA Drug Task Force Guidelines and any sub-grant special conditions shall be reviewed once a year by the Advisory Board, task force commander, agents and staff. The review should be used for manual updates, additions, and deletions required for the continued smooth operation of the WING/HIDTA Drug Task Force.

SUPERVISION

At all times, the investigators assigned to the WING/HIDTA Drug Task Force will be supervised by the task force commander. The task force commander will assign day-to-day duties to the investigators who are working on WING/HIDTA Drug Task Force related investigations. Those investigators will report directly to the task force commander regarding the results of WING/HIDTA Drug Task Force investigations. Investigators assigned to this WING/HIDTA Drug Task Force will adhere to all policies and procedures of their parent agency. Any deviations will only be with prior approval from the parent agency after consultation with the task force commander. Each agency will be responsible for their personnel. Personnel issues related to WING/HIDTA Drug Task Force operations that cause disruption in productivity, safety, liability or "Brady Issues" (Brady v. Maryland (1963) 373 U.S. 83,87) shall be brought to the immediate attention of the investigator's parent agency, the task force commander and the Advisory Board when appropriate.

It is agreed by and between the WING/ HIDTA Drug Task Force and the law enforcement agencies that the duties of the task force commander be assigned to a law enforcement officer elected by the Advisory Board. The task force commander will be responsible for scheduling and for fiscal control of overtime, if grant funded, or by the parent agency restrictions. The task force commander will be contacted by a member of the Advisory Board or his designee when parent agency evaluations are due and arrangements will be made for a personnel evaluation meeting.

MEETINGS

The task force commander will hold regularly scheduled investigator meetings. Investigators assigned to the WING/HIDTA Drug Task Force shall attend all meetings unless excused by the task force commander. The main purpose of these meetings is to establish an exchange of all intelligence and investigative

information that will enhance the success of this WING/HIDTA Drug Task Force. If an investigator is unable to attend a meeting he/she should notify the task force commander of the anticipated absence.

FINANCIAL AUDITS

It will be the responsibility of the task force commander to conduct quarterly audits on those funds distributed for drug/information purposes. Audits should be performed in periodic intervals to be determined by the agency or organizations providing the funds.

OPERATIONAL PLANS

Operational Plans and the Risk Assessment Matrix (shall include, but are not limited to search warrants, tactical raids or the like) to be executed by task force personnel, must be approved by the task force commander prior to the execution of the plan.

INVESTIGATIONS

OCDETF INVESTIGATIONS: When an investigation is designated as an Organized Crime Drug Enforcement Task Force "OCDETF" investigation, all published policy and procedures and OCDETF guidelines shall apply. Additionally, the U. S. Attorney will coordinate all news releases and press conferences.

TASK FORCE INVESTIGATIONS: When the potential news release pertains to a WING/HIDTA Drug Task Force investigation, all news releases will conform to WING/HIDTA Drug Task Force guidelines and sub-grant special conditions.

FUNDING

This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather a basic statement of the understanding between the parties hereto of the tasks and methods for performing the tasks described herein.

Unless otherwise agreed in writing, each party shall bear its own costs in relation to this Memorandum of Understanding. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

Asset Forfeiture

As a result of joint WING/ HIDTA Drug Task Force investigations, the assets from the investigation will be transferred to WING/HIDTA Drug Task Force using standard federal forfeiture guidelines. It will be the responsibility of the

Advisory Board to oversee the use or expenditure of seized property or funds. Audits should be performed on seized assets in periodic intervals. Seized assets will be processed in accordance with local, state and federal requirements.

COMPLAINTS

All complaints regarding WING/HIDTA Drug Task Force investigators shall be taken by the task force commander and handled according to the parent agency policy.

TRAINING GUIDELINES

All newly assigned, full-time, WING/HIDTA Drug Task Force investigators shall complete a six (6) phase field training program. The task force commander shall appoint experienced personnel to act as training officers during this period. Training shall include but is not limited to:

1. Familiarization with the off-site location or other meeting locations
2. MOU, Policies and Operational Guidelines of the Wing/HIDTA Drug Task Force and sub-grant special conditions.
3. Reports
4. Surveillance tactics
5. Specialized equipment (JOEY's, computers, software, etc.)
6. Cooperating Individuals/UC (Undercover operations)
7. Buy money, request forms, logs
8. Drug Enforcement Administration (DEA) Basic Narcotics Course

All investigators assigned to the WING/HIDTA Drug Task Force should attend the DEA Basic Narcotics Investigators course or other similar type Basic Narcotics training this is a requirement in order to demonstrate the knowledge, training and experience during testimony in judicial proceedings. The task force commander should attend a Narcotic Unit Commanders course. Both the Basic Narcotics Course for Investigators and Narcotic Unit Commanders course should be completed within one year of being assigned to the WING/HIDTA Drug Task Force.

TASK FORCE LOCATION

The WING/HIDTA Drug Task Force is housed at the Scott Bluffs County Administrative Center. This space is provided by Scotts Bluff County.

WING/HIDTA Drug Task Force

Advisory Board

Administrator	Agency	Signature/Date
Fred Feldges, Mayor	City of Alliance P.O. Drawer D Alliance, NE	_____
Randy Meininger	City of Scottsbluff 2525 Circle Drive Scottsbluff, NE	_____
Mary V. Horse, Mayor	City of Chadron P.O. Box 390, Chadron, NE	_____
Edwin Mayo	City of Gering P.O. Box 687, Gering, NE	_____
Mark Masterton, Chairman	Scotts Bluff County Commissioner 1825 10th Street Scottsbluff, NE	_____
Dr. Wendall Gaston, Mayor	City of Sidney P.O. Box 79, Sidney, NE	_____
Col. David Sankey	Nebraska State Patrol Troop E 4500 Avenue I Scottsbluff, NE	_____
Harold Winkelman	Cheyenne County Commissioner Courthouse Sidney, NE	_____

City of Scottsbluff, Nebraska

Monday, July 15, 2013

Regular Meeting

Item Reports2

Council to approve the HIDTA Program Policy 2013 Non-Supplanting Certification and authorize the Mayor to execute the certification.

Staff Contact: Chief Kevin Spencer



Scottsbluff Police Department

1801 Avenue B • Scottsbluff, NE 69361
Phone (308) 630-6261 • Fax (308) 632-2916



FY 2013 Non-Supplanting Certification

The Scottsbluff Police Department certifies per HIDTA Program Policy, Supplanting of Funds, HIDTA funds must be used to supplement existing activities and must not replace (supplant) funds that have been appropriated for the same purpose.

- The one Investigator does not supplant any part of the Scottsbluff Police Department budget. HIDTA funds for this position(s) do not replace funds that have been appropriated for the same purpose.
- Each of these positions is exclusively dedicated to the HIDTA and a position description is on file and will be made available on request.
- The HIDTA-funded position(s) would be terminated if the funding were not available.
- There is no alternative funding available to support the salary(ies) and benefit(s) of these positions.
- The Agency will be responsible for tracking overtime billing to ensure that HIDTA, Organized Crime Drug Enforcement Task Force (OCDETF), or other grant programs do not pay for the same hours worked by this office(s).

Name

Position

BRANDI BRUNZ

Investigator

Certified BY:

Signature

Date

Type or Print name of authorizing official

G13MW0007A
Wing Drug TF

City of Scottsbluff, Nebraska

Monday, July 15, 2013

Regular Meeting

Item Reports3

**Council to consider amending the Traffic Light Resolution,
eliminating the stop light at East 20th Street and 11th Avenue.**

Council consideration to remove traffic signal at 20th Street and 11th Avenue due to decreased traffic flow on 20th Street. The north-south traffic would have stop signs in place if traffic signal is approved to be removed.

Staff Contact: Rick Kuckkahn

City of Scottsbluff, Nebraska

Monday, July 15, 2013

Regular Meeting

Item Reports4

Council to consider the Library Fire Sprinkler inspection contract with Bamford, Inc. and authorize the Mayor to execute the agreement.

The attached contract with Bamford will allow for a yearly inspection of the library's fire sprinkler system and backflow preventer. The cost for this inspection is proposed at \$200 per yearly inspection. Bamford was recommended by fellow city staff and the proposed contract will keep the library in compliance in regards to the yearly inspections of our fire sprinkler system.

Staff Contact: Abby Yellman

BAMFORD, INC.

P O BOX 1868
KEARNEY, NE
68848-1868

2815 W. 24th STREET
KEARNEY, NE
68845

PHONE: 308-237-2157
FAX: 308-237-4607

FIRE SPRINKLER INSPECTION CONTRACT

This agreement made between **Bamford, Inc.** hereinafter called "Company", and **Lied Scottsbluff Public Library**, hereinafter called "Subscriber", whose billing address is 1809 3rd Avenue, Scottsbluff, NE, 69361. Subscriber owns and/or occupies and/or manages the building(s) located at the premises known as:

Lied Scottsbluff Public Library

Located at 1809 3rd Avenue in the city of Scottsbluff in the State of Nebraska wherein there is now installed the following water based fire extinguishing equipment: (Indicated by "X")

- ☒ Automatic Sprinkler System(s)
- ☐ Fire Pump(s)
- ☒ Backflow Preventer(s)
- ☐ OTHER:

The Subscriber has contracted with Company to inspect said equipment as more particularly described below:

<u>Device Make/System Description</u>	<u>Qty</u>	<u>Test Frequency</u>
Wet Pipe Fire Sprinkler System	1	Annual
Backflow Device	1	Annual

1. Company shall visually inspect said installation(s) **one** time per year and shall promptly report to Subscriber all needed items of maintenance, repairs and replacements which in the judgment of the Company may be necessary and reasonable to ensure the highest degree of protection up to, **but not including an Engineering Review for compliance with hydraulic design standards for the building hazard as it may exist.**

Maintenance or repairs of equipment denoted as deficient during the inspection are not considered part of this agreement and will be repaired or replaced under separate contract. Service work requested will be performed at standard day work rates under a separate work order. Subscriber gives Contractor specific authorization under this agreement to perform minor repairs and maintenance up to an additional \$150.00 (**Accepted: _____**). For amounts above \$150.00, the Contractor shall either obtain Subscriber's prior authorization to proceed with additional work or shall furnish the Subscriber with an estimated price before the additional work is performed.

FIRE SPRINKLER INSPECTION CONTRACT (continued)

2. In connection with any automatic sprinkler system on Subscriber's premises as defined above, Company shall:
 - a) Inspect each control valve in Subscriber's system and leave in its normal open or closed position by means of wire seal, if not locked or supervised.
 - b) Inspect all fire sprinkler system related equipment as noted above.
 - c) Test all sprinkler system alarm facilities.
 - d) Conduct water flow tests at both ends of the system to verify adequate water availability. Dry valves will be trip tested once per year.
 - e) Maintain water pressure (static and residual) records in order to note and investigate changes.
 - f) Inspect coverage of system and condition of sprinkler heads, branch lines, risers, cross mains, hangers and other related segments of the systems involved in accordance with NFPA 25-2002 edition.
 - g) Fill out Standard Form of Inspection Report and submit written reports and recommendations to Subscriber of each inspection performed and the results of the inspection.
 - h) Unless otherwise specified, all inspections will be conducted between Monday & Friday, 7:00am – 4:00pm
 - i) Subscriber subject to a minimum service charge for scheduled inspections cancelled without a 24hr notification
3. Company will send one technician to perform an inspection. Assistance from one of the subscriber's staff may be required to perform non-technical duties such as silencing and acknowledging alarms as they are received at the fire alarm panel. For an added charge and at the Subscriber's request, Company can provide additional technicians. Unless otherwise specified, testing is limited to accessible devices, those where access can be obtained without restriction at the scheduled time of the test and does not exceed heights obtainable with a 6' ladder. If a return trip is required due to access problems it will be billed at our normal prevailing rates.
4. Exclusions:
 - a) Valve pit or equipment on city right of way
 - b) Fire Alarm System, Suppression Systems, Fire Extinguishers
 - c) Private or Public Fire Hydrants
 - d) Confined Space requirements as defined by OSHA
 - e) Inspection & Testing frequency requirements, as defined in NFPA 25-2002, less than quarterly and greater than annually.

Responsibility of the Owner, Manager, or Occupant:

1. The responsibility for properly maintaining a water-based fire protection sprinkler system shall be that of the owner of the property. By means of periodic inspections, testing and maintenance, the equipment shall be shown to be in good operating condition and any defects or impairments shall be revealed. The owner, manager, or occupant shall promptly correct or repair deficiencies, damaged parts, or impairments found while performing the inspection & testing of this system. Corrections and repairs shall be performed by qualified personnel or a qualified contractor.
2. This agreement is limited to inspection, testing and services at the time of the visit only and does not eliminate the owner's responsibility for maintaining the systems, such as, CHECKING AND DRAINING LOW POINTS, MAINTAINING ADEQUATE HEAT, PROPER LEVELS OF LUBRICANT, ETC. or include maintenance alterations, repairs or replacement of faulty system components.
3. Company shall be admitted into all areas of said premises for the purpose of providing these services. Appropriate notice will be given.
4. Have sprinkler system drawings available on site to assist the inspector to identify equipment components so that they can be properly located. Owner is responsible for identifying equipment locations.
5. Any additional sprinkler systems relative to this Agreement added to the above premises after the date of contract acceptance shall be inspected by Company. Subscriber shall pay an additional price commensurate with the usual charges made by Company for inspecting such additional systems at a price agreed upon by both Company and Subscriber.

FIRE SPRINKLER INSPECTION CONTRACT (continued)

6. The term of this Agreement shall be continuous, commencing on the date of this Agreement, covering the period starting on the accepted contract date and thereafter until terminated by (30) days written notice by either party to the other after this contract has been in affect for a minimum of 1 year.
7. Inspections are to be performed one time per year in the month of July. Subscriber shall pay the Company **TWO HUNDRED DOLLARS (\$200.00)** per year for said inspection contract.
8. All invoices are due upon receipt and shall bear interest at a rate of 1.5% per month beginning on the 30th day after the invoice date. If the Subscriber fails to pay the full amount due, Contractor may, at its option, terminate this contract, and in any event, will not be obligated to perform any additional work until payments past due have been received by Contractor.

LIMITATION OF LIABILITY

The contractor makes no warranties, expressed or implied, including, without limitation, warranties of merchantability and/or fitness for a particular purpose. No promise not contained herein or affirmation of fact made by an employee, agent or representative of the Company shall constitute a warranty by the Company or give rise to any liability or obligation. Contractor's liability to Subscriber for personal injury, death. Subscriber shall hold Company harmless from any and all third party claims for personal injury, death, or property damage arising from Subscriber's failure to maintain these systems or keep them in operative condition, whether based upon contract, warranty, tort, strict liability or otherwise. In no event shall the Company be liable for any special, indirect, incidental, consequential, or liquidated, penal or any economic damages of any character, including but not limited to loss of use of the Subscriber's property, loss of profits or loss of production, whether claimed by the Subscriber or any third party, irrespective of whether claims or actions for such damages are based upon contract, warranty, negligence, tort, strict liability or otherwise.

Bamford, Inc.

Lied Scottsbluff Public Library


Lora Deeds 6/24/13
Dated

Authorized Representative Dated

Date Printed: 6/24/13

Printed Name of Subscriber's Representative

City of Scottsbluff, Nebraska

Monday, July 15, 2013

Regular Meeting

Item Reports5

Directions and instructions to staff concerning categories of use for KENO funds.

Staff Contact: Rick Kuckahn

MEMORANDUM

TO:	City of Scottsbluff
FROM:	Leslie Shaver, Simmons Olsen Law Firm, P.C., City Attorneys
DATE:	July 11, 2013
RE:	Use of Keno Funds for Community Betterment

The use of keno proceeds are governed by Nebraska Revised Statute §9-629. That statute provides that gross proceeds of any lottery conducted by a city or village are to be used solely for community betterment purposes, awarding of prizes, taxes, and expenses. This memo is only to address what can be considered “community betterment purposes”.

The term “community betterment” is defined in Neb. Rev. St. §9-604(1) as:

- (a) benefiting persons by enhancing their opportunity for educational advancement, by relieving or protecting them from disease, suffering, or distress, by contributing to their physical well-being, by assisting them in establishing themselves as worthy and useful citizens, by providing them with opportunities to contribute to the betterment of the community, or by increasing their comprehension of and devotion to the principles upon which this nation was founded,
- (b) initiating, performing, or fostering worthy public works or enabling or furthering the erection or maintenance of public structures,
- (c) lessening the burdens borne by government or voluntarily supporting augmenting, or supplementing services which government would normally render to the people or
- (d) providing tax relief for the community.

The limitation that is provided in Neb. Rev. St. §9-604(2) is that community betterment purposes are not to include any activity that consists of an attempt to influence legislation or participate in any political campaign on behalf of an elected official or person who is or has been a candidate for public office.

“Community Betterment Purposes” are also addressed in Chapter 35 of the Nebraska Department of Revenue Charitable Gaming Regulations for County and City Lottery (Keno), which includes the same definition as Neb. Rev. St. §9-604(1) above, however, it provides

examples. The examples of community betterment purposes provided in Reg. 35-601 are: contributing to the operation of a school or establishing or contributing to a scholarship fund; purchasing food or clothing for the needy or helping to provide medical care for individuals in need; donations to foster athletic activities; building, improving, or maintaining parks or recreation facilities or to sponsor amateur athletic leagues or programs; providing contributions to training programs designed to provide individuals with job skills or to aid handicapped people in making contributions to the community; cleanup or beautification projects; sponsoring civic events to make individuals more aware of the history of the United States, Nebraska, or other civic institutions; contributing to a county, city, or village building fund or donations to fund parks or recreation areas; paying for housing, food, or medical services for needy or aiding elderly; and funding programs or needs that would normally be paid for by taxes imposed upon the community.

A charitable gaming press kit from the Nebraska Department of Revenue provides examples of how some other communities in Nebraska have used their charitable game proceeds. The City of Lincoln used charitable gaming proceeds on the Antelope Valley Project, the City of Omaha used them on the new TD Ameritrade Park, the City of Gering used them for a drug dog and vehicle, the Village of Ericson purchased a new fire truck, and the City of Kearney is using charitable gaming proceeds to construct a new exit on Interstate 80 for the Great Platte River Road Archway.

KENO ALLOCATION

Previous Allocations/Balance

Trees ~~+1828.21~~

Riverfront ~~3274.01~~

Bike Path ~~22,527.00~~

Signage ~~2706.84~~

ADA ~~10441.06~~

Parks ~~16385.91~~

New Allocation/Balance

Landscaping 10%

Events 15%

Park/Playground Equipment 40%

Signage/Information 5%

ADA 15%

Grant Match 15%

SEE ATTACHED FOR MOST RECENT NUMBERS

		21231 Trees	21247 Riverfront	21249 Bike path	21248 Signage	21259 ADA	21254 Parks	(project #'s)
FY08 keno receipts	42,431.35							
FY08 10% allocation to each		4,243.14	4,243.14	4,243.14	4,243.14	-	-	
FY08 expenditures		(3,685.29)	-	-	-	-	-	
Project balance 9-30-08		557.85	4,243.14	4,243.14	4,243.14	-	-	
FY09 keno receipts	61,031.92							
FY09 10% allocation to each		6,103.19	6,103.19	6,103.19	6,103.19	-	30,515.96	
FY09 expenditures		(4,133.26)	(3,690.00)	-	-	-	(9,000.00)	
Project balance 9-30-09		2,527.78	6,656.33	10,346.33	10,346.33	-	21,515.96	
FY10 keno receipts to 5-31-10	26,742.96							
FY10 keno receipts from 6-1-10 to 9-30-10	11,611.44							
FY10 allocation to each (5-31-10)		2,674.30	2,674.30	2,674.30	2,674.30	-	13,371.48	
FY10 allocation to each (5-31-10/9-30-10)		1,161.14	1,161.14	1,161.14	1,161.14	1,161.14	5,805.72	
FY10 expenditure		(853.72)	(17,659.94)	-	(10,000.00)	-	(8,527.24)	
Project balance 9-30-10		5,509.50	(7,168.17)	14,181.77	4,181.77	1,161.14	32,165.92	
FY11 keno receipts	37,831.11							
FY11 allocation to each		3,783.11	3,783.11	3,783.11	3,783.11	3,783.11	18,915.56	
FY11 grants		12,000.00	12,262.88	-	-	-	-	
FY11 expenditure		(1,421.76)	(4,890.00)	-	-	-	(32,399.03)	
Project balance 9-30-11		19,870.85	3,987.82	17,964.88	7,964.88	4,944.26	18,682.45	
FY12 keno receipts	41,830.35							
FY12 allocation to each		4,183.04	4,183.04	4,183.04	4,183.04	4,183.04	20,915.18	
FY12 grants		-	5,000.00	-	-	-	-	
FY12 expenditure		(23,286.94)	(11,210.61)	(934.68)	(10,754.84)	-	(30,790.32)	
Project balance 9-30-12		766.94	1,960.24	21,213.23	1,393.07	9,127.29	8,807.30	
FY13 keno receipts (to 6-30-13)	46,455.73							
FY13 allocation to each		4,645.57	4,645.57	4,645.57	4,645.57	4,645.57	23,227.87	
FY13 grants		-	-	-	-	-	10,364.59	
FY13 expenditures		(1,375.60)	(3,600.00)	-	(5,570.00)	-	(14,634.09)	
Project balance 1-31-13		4,036.92	3,005.82	25,858.81	468.65	13,772.86	27,765.67	

NOTE:

Cash at 6-30-13 (not closed out) 79,212

Less unpaid allocations:

Trees	(4,037)
Riverfront	(3,006)
Bike path	(25,859)
Signage	(469)
ADA	(13,773)
Parks	(27,766)

Adjusted cash 4,303

City of Scottsbluff, Nebraska

Monday, July 15, 2013

Regular Meeting

Item Resolut.1

Council to consider the Ordinance authorizing the sale of city-owned property located at 120 5th Avenue (THIRD READING).

Staff Contact: Rick Kuckkahn

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE SALE OF LOT TWO (2) OF LOTS ONE AND TWO (1 AND 2), MACKRILL REPLAT, A REPLAT OF LOTS FOUR H AND FOUR I (4H AND 4I); MACKRILL SUBDIVISION, A SUBDIVISION IN THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA.

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

Section 1. The City owns the following described real estate:

Lot Two (2) of Lots One and Two (1 and 2), a MACKRILL REPLAT, a replat of Lots Four H and Four I (4H and 4I); MACKRILL SUBDIVISION, a Subdivision in the City of Scottsbluff, Scotts Bluff County, Nebraska, according to the recorded plat thereof.

Section 2. An offer has been made by 120 5th Ave., LLC, to purchase this real estate for \$170,000.00. The city is willing to accept this offer.

Section 3. The mayor and City Clerk are authorized to sign an Agreement and deed to convey the above described real estate by Warranty Deed to 120 5th Ave., LLC, a South Dakota limited liability company, on the following terms:

- a. The purchase price shall be \$170,000.00, which shall be paid at closing.
- b. Closing of the sale is conditional upon an easement for municipal purposes being reserved and no remonstrance against the sale being filed. Closing shall take place within 30 days after the expiration of the time for filing a remonstrance against the sale.
- c. All real estate taxes and special assessments shall be prorated to date of closing.

Section 4. The Clerk shall, immediately after the passage and publication of this Ordinance, publish notice of the sale and its terms for three consecutive weeks in the Star-Herald.

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

PASSED AND APPROVED ON _____, 2013.

Randy Meininger, Mayor

ATTEST:

City Clerk

(Seal)

Approved as to form:

Deputy City Attorney

City of Scottsbluff, Nebraska

Monday, July 15, 2013

Regular Meeting

Item Resolut.2

Council to consider the Ordinance authorizing the sale of city-owned property located at Lots 1 – 4, Block 2, Paul Mohr Addition (THIRD READING).

Staff Contact: Rick Kuckkahn

AN ORDINANCE AUTHORIZING THE SALE OF LOTS 1-4, BLOCK 2, PAULMOHR ADDITION TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA.

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

Section 1. The City of Scottsbluff ("City") owns the following described real estate:

Lots 1 through 4, Block Two (2), PAULMOHR ADDITION to the City of Scottsbluff, Scotts Bluff County, Nebraska.

Section 2. An offer has been made by HVS LLP, a Nebraska limited liability partnership to purchase this real estate for \$10,000.00. The City is willing to accept this offer.

Section 3. The mayor and City Clerk are authorized to sign a contract and deed to convey the above described real estate by Warranty Deed to HVS LLP, on the following terms:

a. The purchase price shall be \$10,000.00, which shall be paid at closing.

b. Closing of the sale is conditional upon an easement for municipal purposes being reserved and no remonstrance against the sale being filed. Closing shall take place within 30 days after the expiration of the time for filing a remonstrance against the sale or August 30, 2013, whichever occurs first.

c. All real estate taxes and special assessments shall be prorated to date of closing. The closing costs and owner=s title insurance shall be equally divided. Buyer shall pay any realtor fee.

Section 4. The Clerk shall, immediately after the passage and publication of this Ordinance, publish notice of the sale and its terms for three consecutive weeks in the Star-Herald.

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

PASSED AND APPROVED ON _____, 2013.

Mayor

ATTEST:

City Clerk

(Seal)

Approved as to form:

Deputy City Attorney

City of Scottsbluff, Nebraska

Monday, July 15, 2013

Regular Meeting

Item Resolut.3

Council to consider the Ordinance for the zone change, proposed Lot 1, Spengler subdivision, a replat of Lot 1, Hessler subdivision from Ag to Ag Residential (located west of 5th Avenue and North of 42nd Street) AND, proposed Block 1, King's Acres from Ag to Ag Residential

Staff Contact: Rick Kuckkahn

ORDINANCE NO. _____

AN ORDINANCE DEALING WITH ZONING, AMENDING SECTION 25-1-4 BY UPDATING THE OFFICIAL ZONING DISTRICT MAP TO SHOW THAT PROPOSED LOT 1, SPENGLER SUBDIVISION, A REPLAT OF LOT 1, HESSLER SUBDIVISION AND UNPLATTED LAND SITUATED IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., IN SCOTTS BLUFF COUNTY, AND PROPOSED BLOCK 1, KING'S ACRES SUBDIVISION SITUATED IN THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., IN SCOTTS BLUFF COUNTY, BOTH OF WHICH ARE CURRENTLY ZONED AS A-AGRICULTURAL, WILL NOW BOTH BE INCLUDED IN THE AR-AGRICULTURAL RESIDENTIAL ZONE, AND REPEALING PRIOR SECTION 25-1-4.

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

Section 1. Section 25-1-4 of the Municipal Code is amended to provide as follows:

25-1-4. Zones; location; maps. The boundaries of the zoning districts created in this chapter are shown on the zoning district map which is made a part of this municipal code. The zoning district map and all information shown thereon shall have the same force and effect as if fully set forth and described herein. The official zoning district map shall be identified by the signature of the Mayor, attested by the City Clerk under the following statement:

This is to certify that this is the official zoning district map described in §25-1-4 of the Scottsbluff Municipal Code, passed this _____ day of July, 2013.

Section 2. Previously existing Section 25-1-4 and all other Ordinances and parts of Ordinances in conflict with this Ordinance, are repealed. Provided, this Ordinance shall not be construed to affect any rights, liabilities, duties or causes of action, either criminal or civil, existing or actions pending at the time when this Ordinance becomes effective.

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

PASSED AND APPROVED on July _____, 2013.

Mayor

ATTEST:

City Clerk

(Seal)

City of Scottsbluff, Nebraska

Monday, July 15, 2013

Regular Meeting

Item Resolut.4

**Council to consider an Ordinance text change amendment to
Chapter 21 Subdivisions - 2101-10(B) General Provisions.**

Staff Contact: Rick Kuckkahn

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA PERTAINING TO ZONING AND SUBDIVISIONS, AMENDING SECTION 21-1-10 RELATING TO THE APPLICABILITY OF SUBDIVISION REQUIREMENTS AND AMENDING THE CODE TO EXEMPT UTILITY SUBLOTS FROM SUBDIVISION REQUIREMENTS, PROVIDING FOR AN EFFECTIVE DATE; AND REPEALING EXISTING PROVISIONS OF THE MUNICIPAL CODE NOT CONSISTENT WITH THIS ORDINANCE.

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

Section 1. Section 21-1-10 of the Municipal Code is amended to provide as follows:

21-1-10. Provisions; applicability, exception.

The provisions of this Article shall be applicable to all lots, tracts of land, and parts thereof within the corporate limits of the City and, except as hereinafter otherwise specified, to all lots, tracts of land, and parts thereof outside but within two (2) miles of the corporate limits of the City and not within the corporate limits of any other incorporated city or village. However, specifically providing that the provisions of this article will not apply to a Utility Sublot as defined in §25-24-2 of the Municipal Code.

Section 2. All Ordinances and parts of Ordinances passed and approved prior to passage, approval and publication of this Ordinance in conflict herewith are now repealed.

Section 3. This Ordinance shall take effect upon its passage and approval.

PASSED AND APPROVED this ____ day of July, 2013.

Mayor

ATTEST:

City Clerk

(Seal)