

**CITY OF SCOTTSDLUFF  
CITY COUNCIL AGENDA**

**Regular Meeting  
December 2, 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 November 18, 2013 Regular Meeting.
  - b) Council to approve the closure of the City Hall office to the public on January 9 and 10, 2014 due to utility software conversion.
7. Claims:
  - a) Regular claims
8. Public Hearings:
  - a) Council to conduct a public hearing as advertised for this date at 6:05 p.m. regarding the Preliminary Plat for Blocks 1, through 7, Reganis Subdivision a replat of Lots 1 & 2, Block 1, Idlewylde Addition and part of Block 1A, Scotts Bluff College Tract, and unplatted lands.
  - b) Council to conduct a Public Hearing as advertised for this date at 6:05 p.m. regarding the zone change requests for the Reganis Subdivision.
  - c) Consider the Ordinance rezoning of .80 acres from C-2 Commercial to R-1 Residential.
  - d) Consider the Ordinance rezoning of 3.22 acres from R-1 Residential to C-2 Neighborhood and Retail Commercial.
9. Petitions, Communications, Public Input:
  - a) Council to consider a request for a permit for a horse and carriage operation by Margaret Blaha and provide services to the public for a fee.
  - b) Council discussion and instructions to staff regarding a city ordinance which requires individual water and sewer taps for each building on a property.
10. Bids & Awards:

- a) Council to consider awarding the bid for a new Compost Windrow Turner for the Wastewater Department to N40, LLC, in the amount of \$340,600.00.
  - b) Council to consider awarding the bid for a new low speed, high torque Shredder for the Environmental Services Department to Murphy Tractor in the amount of \$322,499.00.
  - c) Council to consider awarding the bid for a new Mobile Star Screen for the Wastewater Department to Murphy Tractor in the amount of \$251,199.00.
  - d) Council to consider awarding the proposal for a streetscape master plan for the downtown business district to Dropseed Studio in the amount of \$24,340.00.
11. Reports from Staff, Boards & Commissions:
- a) Council to consider approval of the software license for Beehive Homebase and authorize the Mayor to sign the notice to proceed.
  - b) Council to consider amended Police Contract ARTICLE XXIII Health Insurance and authorize the Mayor to execute the contract.
  - c) Council to consider amended Fire Contract ARTICLE XXI Health Insurance and authorize the Mayor to execute the contract.
  - d) Council discussion and instructions to staff regarding a lease agreement for a cellular phone tower on City property.
  - e) Council to consider a contract with the City of Alliance naming Perry Mader the “Responsible Charge” for their downtown Historic Lighting Federal Aid Project and authorize the Mayor to execute the interlocal agreement and approve the Resolution.
  - f) Council to authorize Mayor to sign the agreement for purchase of property at 1308 E 17th Street for the price of \$15,000.00 for the purpose of Stormwater Management.
  - g) Council to select an individual to fill the council vacancy left by the resignation of Council member Mike Deibert.
12. Resolution & Ordinances:
- a) Council to consider an Ordinance dealing with a change in fees for proposed budgeted fees charged for water, wastewater, and environmental services (third reading).
13. 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
14. Council reports (informational only):
15. Scottsbluff Youth Council Representative report (informational only):
16. Adjournment.

**City of Scottsbluff, Nebraska**  
**Monday, December 2, 2013**  
**Regular Meeting**

**Item Consent1**

**Approve the minutes of the November 18, 2013 Regular Meeting.**

**Staff Contact: Cindy Dickinson**

The Scottsbluff City Council met in a regular meeting on Monday, November 18, 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 November 15, 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 November 15, 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. The Pledge of Allegiance was recited. 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: Raymond Gonzales, Mark McCarthy, Randy Meininger, and Scott Shaver. Absent: None.

Mayor Meininger asked if there were any changes to the agenda. Mayor Meininger asked to move Consent Agenda Item 6c RFP for an Economic Development Study to Item 10 f.

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 Gonzales, seconded by Mayor Meininger, that:

1. "The minutes of the November 4, 2013 Regular Meeting be approved,"
2. "The claim filed by Leonard Tabor regarding damage to the building located at 510 Broadway be acknowledged and forwarded to the city's insurance carrier,"
3. "A public hearing be set for December 2, 2013 at 6:05 p.m. regarding the Preliminary Plat for Blocks 1, through 7, Reganis Subdivision a replat of Lots 1 & 2, Block 1, Idlewylde Addition and part of Block 1A, Scotts Bluff College Tract, and unplatted lands,"
4. "A Public Hearing be set for December 2, 2013 at 6:05 p.m. regarding the zone change request for the Reganis Subdivision - .80 acres will be rezoned to Residential R-1 and 3.22 acres will be rezoned to C-2 Neighborhood and Retail Commercial,"
5. "City offices close at 12:00 noon on December 24, 2013, Christmas Eve," "YEAS", Gonzales, Shaver, McCarthy and Meininger, "NAYS" None. Absent: None.

Moved by Council Member Gonzales, seconded by Council Member McCarthy, "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 November 18, 2013, as on file with the City Clerk and submitted to the City Council," "YEAS", Gonzales, Shaver, McCarthy and Meininger, "NAYS" None. Absent: None.

## CLAIMS

3 A RENTALS LLC,UTIL REF,133.18; ACTION COMMUNICATION INC.,PAGER RENT,19.61; AHLERS BAKING INC,DEPT SUPPL,62.99; ALAMAR UNIFORMS,UNIFORMS,75.46; ALLO COMMUNICATIONS,LOCAL TELEPHONE CHARGES,4678.38; AMELIA FRASER,UTIL REFUND,24.07; AMERI-TECH EQUIP CO,PARTS,450.91; ANA J GONZALEZ,UTILITY REFUND,37.72; ANN ENGELHAUPT,UTIL.REFUND,13.42; ANTHONY J MURPHY,ADV TRVL,191.32; ASSURITY LIFE INSURANCE CO,LIFE INS P/R DED,72.21; AUTOZONE, INC,EQUIP. REPAIRS,25.54; BARCO INC.,GALV. POSTS,1060.65; BATTERY ZONE,INVEST SUPPL,70.46; BLUFFS SANITARY SUPPLY INC.,DEPT SUPPLIES,746.76; BRIAN E STOTT,UTIL REF,31.27; BRIDGET N FARRO,UTIL REFUND,12.41; CAPITAL BUSINESS SYSTEMS INC.,COPIER MAINT,52.58; CARR TRUMBULL LBR INC.,SUPP,22.18; CEMENTER'S INC,MAINT SUP,69.82; CENTURY LUMBER CENTER,DEP SUP,84.46; CHAMPLAIN PLANNING PRESS, INC,MEMBERSHIP,144.25; CHERRY COUNTY SHERIFF'S OFFICE,CONTRACTUAL SERVICES,64.50; CHILD DEV CENTER SPRINKLER,UTIL REF,52.60; CITY OF GERING,DISPOSAL FEES,38289.81; COMFORT INN-GRAND ISLAND,TRAINING,221.73; CONNECTING POINT INC,RENT-MACHINES,47.86; CONSOLIDATED MANAGEMENT,TRAINING,602.5; CONTINUUM EMPLOYEE ASSITANCE,CONTR.SERV,5500.00; CONTRACTORS MATERIALS INC.,SUPP,181.99; COUNTY COURT SCOTTS BLUFF COUNTY,COURT COSTS,371.00; CREDIT MANAGEMENT SERVICES INC.,WAGE ATTACH,203.42; CULLIGAN INC.,BLDG MAINT,312.85; D & H ELECTRONICS INC.,EQUIP MAINT,13.67; DALE'S TIRE & RETREADING, INC.,TIRES,1289.11; DANKO EMERGENCY EQUIPMENT CO,DEPT SUPPLIES,391.95; DAVID W GOMPERT,UTIL REF,8.91; DITCH-WITCH INC,EQP MTC,51.96; DUHAMEL BROADCASTING ENT.,PUBLIC ED ADS,325; ELLIOTT EQUIPMENT COMPANY INC.,DEPT SUPPLIES,30,441.51; ENVIRO SERV INC,SAMPLES,120.00; FASTENAL CO.,VEHICLE MTNC,13.17; FEDERAL EXPRESS CORP.,SHIPPING,37.25; FELSBURG HOLT & ULLEVIG, INC,ENG. SERVICE,640.51; FLOYD'S SALES & SERV INC.,VEHICLE MTNC,2988.52; FRANK IMPLEMENT INC.,CON SRV,2768.40; GENERAL TRAFFIC CONTROLS, INC,TRAF EQUIP. REPAIR,197.68; GOLD WATCH LLC,DISPOSAL FEES,750.00; HAWKINS, INC.,SODIUM HYPO,1793.60; HEILBRUN FARM IND SUPP.INC.,DEPT SUPPLIES,1741.66; HI-TECH AUTO SERVICE,VEH MTC,363.47; HOA SOLUTIONS, INC,EFFLUENT MTR,2271.00; HOLLAND SUPPLY INC,DEP SUP,2620.03; HOME DEPOT CREDIT SERVICES,DPT SUP,86.93; I C M A,DUES,496.59; ICMA RETIREMENT TRUST-457.00,DEF COMP EMP DED,1175.84; IDEAL LINEN SUP INC.,DEPT SUPPLIES,1256.75; INDEPENDENT PLUMBING & HEATING, INC,BDG MTC,7.81; INTERNAL REVENUE SERVICE,FED,FICA,MED W/H,69797.21; INTRALINKS, INC,DEPT.SUPPLY,337.50; J G ELLIOTT CO.INC.,BOND,1085.00; JAMES A GUKISEN,UTIL REFUND,4.94; JERRY HIGEL,ELECT. MAIN,1042.42; JIRDON AGRI CHEM.INC.,GRD MTC,8366.09; JOHN DEERE FINANCIAL,DEP SUP,30.98; JOHN DEERE FINANCIAL,BDG MTC,72.88; JOHN DEERE FINANCIAL,DEP SUP,25.99; KACI L THORNBURG,UTIL REFUND,18.41; KEELIE N KEARNS,UTIL REFUND,10.26; KRIZ-DAVIS COMPANY INC.,ELECTRIC MAINT,245.36; LEXISNEXIS RISK DATA MANAGMENT INC,CONSULTING,100.00; LLZ RENTALS LLC,UTIL REF,10.26; LYNN GARTON,REIMB TRVL EXP,35.00; LYNN PEAVEY CO INC,INVEST SUPPL,500.96; M.C. SCHAFF & ASSOC, INC,LB840 AIRPORT WATER EXT,14960.00; MADISON NATIONAL LIFE INS CO, INC,LIFE & DIS INS,2049.03; MAILFINANCE

INC,POSTAGE MCHN LEASE,153.09; MARC CASSEY ESSERT,UTIL REFUND,28.87; MARTY'S ELECTRIC SERVICE,BLDG MAINT,641.45; MATHESON TRI-GAS INC,MAINT SUP,82.34; MATT FRIEND TRUCK EQUIP, INC,PARTS,316.50; MENARDS,EQP MTC,1460.49; MIKE'S SCREEN PRINTING,DEPT SUPL.,10.00; MONEY WISE OFFICE SUPPLIES,DEPT SUPPL,621.83; MOORE WALLACE NORTH AMERICA, INC.,DEPT SUPPL,41.48; NE CHILD SUPPORT PAYMENT CENTER,CHILD SUPPORT,1982.31; NE DEPT OF REVENUE,STATE PYRL W/H,17810.36; NE LAW ENFORCEMENT TRAINING CENTER,TRAINING,250.00; NE MUNICIPAL FIRE CHIEFS ASSOC.,CHIEF DUES,50.00; NEBRASKALAND TIRE,VEH MAINT,1076.22; NORTHERN SAFETY COMPANY, INC.,DEPT SUP,445.09; NORTHWEST PIPE FITTINGS, INC. OF SCB,GRD MTC,22.39; ONE CALL CONCEPTS,CABLE LOCATES,123.45; PANHANDLE CONCRETE PROD INC.,MAINT SUP,1200.00; PANHANDLE COOP INC.,FLEET FUEL,23961.92; PANHANDLE HUMANE SOC,CONTRCTUAL SVC,4881.32; PAUL REED CONSTRUCTION & SUPPLY,INC,LB840 AIRPORT WATER EXT,123,929.78; PLATTE VALLEY BANK,HSA EE & ER,11575.96; POSTMASTER,POSTAGE FOR UTIL BILLS,532.79; PRINT EXPRESS,DEPT SUPPL,54; PROTEX CENTRAL, INC.,EQUIP MAINT,106.87; QUILL CORP,DEPT SUPPL,898.77; RAILROAD MANAGEMENT CO III,LLC,SEWER CROSSING RENT,292.32; RCI,11/8/13 MEDICAL,74572.31; REVIZE LLC,CONTRACT,2568.00; RICHARD GODINA,UTIL REF,25.87; ROBERTA J BOYD,PSTG REIM,22.42; ROBINSON ELECTRIC,ELEC MAINT,373.32; ROOSEVELT P P DIST,PUMPING FEES,1961.03; S M E C,SMEC EMP DED,261.50; SCB FIREFIGHTERS UNION LOCAL 1454,UNION DUES,195.00; SCB POLICE OFFICERS ASS'N,UNION DUES,378; SCOTTSBLUFF BODY & PAINT, INC,TOW SERVICE,604; SCOTTSBLUFF LANDSCAPING INC,CON SVC,425; SCOTTSBLUFF SCREENPRINTING,UNIFORM SUP,1141.54; SEEWALD CONSTRUCTION CO,CON SRV,42063.6; SHIFT CALENDERS,SHIFT CALENDERS,38.58; SHOWCASES,DPT SUP,143.64; SIMMONS OLSEN LAW FIRM, P.C.,CONTRACTUAL SERVICES,11511.01; SIMON CONTRACTORS,CONCRETE,7856.25; SIMON CONTRACTORS,CONCRETE,168; SIMON CONTRACTORS,GRAVEL,190.91; SLAFTER OIL CO INC.,OTHER FUEL,159.15; SNELL SERVICES INC.,ELC MTC,7367.66; STAPLES,SUPP,49.57; STAR HERALD,LEGAL PUBLISHING,1691.83; STATE FIRE MARSHALL,CLASS FEES,100; STATE OF NEBRASKA DEPT OF HEALTH,LIC RENEWALS,1725; STATE OF NEBR-DEPT OF ADMIN SVC,TELEPHONE,2.16; TEAM CHEVROLET INC,VEH MAINT,27.52; THE GALE GROUP,BKS,222.85; THE SHERWIN-WILLIAMS CO,GRD MTC,506.75; THOMPSON GLASS INC,BDG MTC,163; TIM MEISTER,UTIL REFUND,31.27; TOMMY'S JOHNNY'S INC,CON SERV,1260; TOTAL FUNDS BY HASLER,POSTAGE,1000; TRACY L GRIEB,UTIL REFUND,17.62; TRAILS WEST PAVILLION,UTILITY REFUND,72.46; TRI STATE ROOFING,UTIL REFUND,26.65; TRI-TECH INC.,INVEST SUPPL,289.65; TYLER TECHNOLOGIES, INC,CONTR.SERV,1375; U S BANK,BOND PAYT,579787.5; US BANK-CPS,SCL&CON,1124.44; VALLEY BANK & TRUST CO,BOND PAYT,56493.75; VERIZON WIRELESS,CELL PHONES,342.61; VISTABEAM,DEP SUP,16; WALMART COMMUNITY/GEMB,DEPT SUPPL,94.69; WATCHGUARD VIDEO,PUB SAFETY-SUPPLIES,8040; WELLS FARGO BANK N.A.,RETIREMENT,32211.97; WESTCO,EQP MTC,418.48; WESTERN NEBRASKA HOUSING OPP,UTIL REF,3.67; WESTERN PATHOLOGY CONSULTANTS, INC,CONTRACT SERVICES,95.5; WESTERN TRAVEL TERMINAL,VEHICLE MAINT,54; WILLIAM DALLAS POWELL,CONST DUMPSTER REFUND,49.14; WINGATE BY

WYNDHAM,CONF HOTEL,205.52; YMCA OF SCOTTSBLUFF,FITNESS PROG,1443.45; ZM LUMBER CO.,DEP SUP,405.76.

Mayor Meininger recognized the receipt of the Scott Wilbur Award for Outstanding Facility Operations by the Wastewater Treatment Plant staff. Lynn Garton, Wastewater Supervisor, accepted the Award and announced that this is the 11<sup>th</sup> consecutive year their department has received this award. They apply each year for the award, which recognizes that they have not had any violations during the year.

City Manager Kuckkahn explained the Equitable Sharing Agreement which allows the Police Department to retain the funds seized from illegal drug activity. Moved by Council Member McCarthy, seconded by Council Member Gonzales, "to approve the Equitable Sharing Agreement and Certification for the Police Department and authorize the Mayor to execute the agreement," "YEAS", Gonzales, Shaver, McCarthy and Meininger, "NAYS" None. Absent: None.

Mr. Kuckkahn presented the Environmental Review Determination for the Cirrus House. Mayor Meininger is the person designated at the Environmental Review Certifying Officer and responsible for signing the review. Moved by Council Member Shaver, seconded by Council Member Gonzales, "to authorize the Mayor to sign the Environmental Review Determination form for the Cirrus House projects," "YEAS", Gonzales, Shaver, McCarthy and Meininger, "NAYS" None. Absent: None.

Mayor Meininger opened the Public Hearing at 6:05 p.m. which was scheduled for this date to consider the acquisition of property for the Stormwater Management program. Mr. Kuckkahn explained to the Council that the Scottsbluff Drain Board has funding to implement the Stormwater Drain Improvement program. The board has identified a property located at 1308 East 17<sup>th</sup> Street which is located on top of the drain and drains directly into it. This property is a serious and important acquisition for the program. The taxable value of the property is \$15,000.00 which is the suggested offer for the property. There were no comments from the public. Mayor Meininger closed the Public Hearing at 6:08 p.m.

Wastewater Superintendent Lynn Garton addressed the Council and explained that they anticipate this acquisition will be the first with others to follow as they become available. There are approximately 6 - 8 properties along 13<sup>th</sup> Ave. to the river that are located over the Scottsbluff Drain. Once these properties are acquired, staff will work with local organizations to demolish the properties and allow for the future development of a pathway. Staff will proceed with all necessary documents to provide for the purchase of the property located at 1308 East 17<sup>th</sup> St.

City Manager Kuckkahn presented the amendment to the Consolidated Communications Inter-Local Agreement which clarifies the Advisory Board, appointing one representative from each political subdivision to be a member of the Board. Moved by Council Member McCarthy, seconded by Mayor Meininger, "to approve the Consolidated Communications Center Inter-Local Agreement Amendment and authorize the Mayor to execute the amendment," "YEAS", Gonzales, McCarthy and Meininger, "NAYS" Shaver. Absent: None.

Mr. Kuckkahn explained that we received a letter from the City of Terrytown regarding the three options they have for providing a new source of potable water. This would be an identical situation as the agreement we have with the City of Minatare. Our current limit that we are able to pump is 70%, however if they have a transfer permit, the percentage increases. Council Member Gonzales asked about the possibility of a business locating in Terrytown that would demand extra water if we reached our capacity. Mr. Kuckkahn stated that we have a lot of availability of water. Mayor Meininger suggested that we continue to work with the City of Terrytown. Council Member Shaver added that it's important they get their permit before we start supplying water. Council instructed staff to continue to work with the City of Terrytown.

Mayor Meininger asked City Clerk Dickinson to confirm the list of City Council candidates who have submitted their letters of interest to fill the Council Vacancy left by the resignation of Mike Deibert. The following candidates have submitted their letters of interest by the deadline: Elizabeth Hillyard, Pete Marez, Mike Mawhinney, Dennis Duffield and F. Jordan Colwell. City Clerk Dickinson will arrange for interviews beginning on Thursday, 11/21/13 at 6:30 p.m. and Friday 11/22/13 at 12:30 p.m. There will be two locations for the interviews, City Hall and the Scottsbluff Library with two Council Members at each location.

City Manager Kuckkahn explained that a draft Request for Proposals was sent to the Gering and Scottsbluff Council Members, LB 840 Application Review Committee and Twin Cities Development (TCD). The RFP has evolved into a more focused approach and will be a filler as it relates to the comprehensive plan.

Based on the RFP, the Consultant will look at many different components of our communities without forcing certain industry into Scottsbluff. We have some vacant land and are looking for long-term development options. Each area has different strengths and weaknesses and there is not one cookie cutter plan for the entire area.

Council Member Shaver asked how this compares with what Panhandle Area Development District and TCD can do. Mr. Kuckkahn explained that TCD seeks funding for development of individual sites. He doesn't believe that TCD should be identifying sites, but rather work on recruiting. We need to see how infrastructure relates to each site. Council Member Shaver also asked why the City of Scottsbluff is paying for a study to be done that includes surrounding cities. Mayor Meininger responded that the communities are so close geographically, we need to look at other communities to assist our own. Mr. Kuckkahn added that we don't want to compete, but emphasis strengths. Other communities won't have the same level of detail as Scottsbluff in the study. There appears to be a strong desire by the community to get something going regarding this study. There will be representatives from our sister communities, TCD and the LB840 Application Review Committee involved in the selection. In addition, it was suggested that a Council Member be included. Council Member Gonzales agreed to be a part of the review team.

Moved by Mayor Meininger, seconded by Council Member Gonzales, "to approve the RFP for professional services relating to the Economic Development Study and authorize the City Clerk to advertise for proposals to be received by December 27, 2013 at 2:00 p.m.," "YEAS", Gonzales, McCarthy and Meininger, "NAYS" Shaver. Absent: None.

City Manager Kuckkahn presented the Scottsbluff Police Officer's Association contract for Council's consideration. He explained that this three year contract included a 1.3% pay increase, a change in the compensatory time, which will be paid out on a yearly basis, and the health insurance will be consistent with the general employees. This contract included an addendum dismissing the current law suit with prejudice. Moved by Mayor Meininger, seconded by Council Member Gonzales, "to approve the contract with the Scottsbluff Police Officer's Association and the addendum and authorize the Mayor to execute the contract and addendum," "YEAS", Gonzales, Shaver, McCarthy and Meininger, "NAYS" None. Absent: None.

Pay Resolution No. 13-11-01 includes the salary adjustments as they relate to the Police Officers Association Contract. Moved by Mayor Meininger, seconded by Council Member Gonzales, "to approve pay Resolution No. 13-11-01," "YEAS", Gonzales, Shaver, McCarthy and Meininger, "NAYS" None. Absent: None.



**RESOLUTION NO. 13-11-01**

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

1. That the following Pay Plan for officers and employees of the City of Scottsbluff, Nebraska employed in Classified Positions be approved November 18, 2013 and effective October 7, 2013.

**PAY SCHEDULE  
HOURLY RATES (Based on 40 hour work week)**

<u>Grade</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>L1</u>	<u>L2</u>
2	8.40	8.82	9.26	9.73	10.21	10.72	11.26
3	8.82	9.26	9.73	10.21	10.72	11.26	11.82
4	9.26	9.73	10.21	10.72	11.26	11.82	12.41
5	9.73	10.21	10.72	11.26	11.82	12.41	13.03
6	10.21	10.72	11.26	11.82	12.41	13.03	13.68
7	10.72	11.26	11.82	12.41	13.03	13.68	14.37
8	11.26	11.82	12.41	13.03	13.68	14.37	15.09
9	11.82	12.41	13.03	13.68	14.37	15.09	15.84
10	12.41	13.03	13.68	14.37	15.09	15.84	16.63
11	13.03	13.68	14.37	15.09	15.84	16.63	17.47
12	13.68	14.37	15.09	15.84	16.63	17.47	18.34
13	14.37	15.09	15.84	16.63	17.47	18.34	19.25
14	15.09	15.84	16.63	17.47	18.34	19.25	20.22
15	15.84	16.63	17.47	18.34	19.25	20.22	21.23
16	16.63	17.47	18.34	19.25	20.22	21.23	22.29
17	17.47	18.34	19.25	20.22	21.23	22.29	23.40
18	18.34	19.25	20.22	21.23	22.29	23.40	24.57
19	19.25	20.22	21.23	22.29	23.40	24.57	25.80
20	20.22	21.23	22.29	23.40	24.57	25.80	27.09

**BI-WEEKLY RATES**

17	1395.88	1465.67	1538.96	1615.90	1696.70	1781.53	1870.61
18	1465.67	1538.96	1615.90	1696.70	1781.53	1870.61	1964.14
19	1538.96	1615.90	1696.70	1781.53	1870.61	1964.14	2062.35
20	1615.90	1696.70	1781.53	1870.61	1964.14	2062.35	2165.47
21	1696.70	1781.53	1870.61	1964.14	2062.35	2165.47	2273.74
22	1781.53	1870.61	1964.14	2062.35	2165.47	2273.74	2387.43
23	1870.61	1964.14	2062.35	2165.47	2273.74	2387.43	2506.80
24	1964.14	2062.35	2165.47	2273.74	2387.43	2506.80	2632.14
25	2062.35	2165.47	2273.74	2387.43	2506.80	2632.14	2763.74
26	2165.47	2273.74	2387.43	2506.80	2632.14	2763.74	2901.93
27	2273.74	2387.43	2506.80	2632.14	2763.74	2901.93	3047.03
28	2387.43	2506.80	2632.14	2763.74	2901.93	3047.03	3199.38
29	2506.80	2632.14	2763.74	2901.93	3047.03	3199.38	3359.35
30	2632.14	2763.74	2901.93	3047.03	3199.38	3359.35	3527.32
31	2763.74	2901.93	3047.03	3199.38	3359.35	3527.32	3703.68

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

**HOURLY POSITIONS**

<b><u>Grade</u></b>	<b><u>Class Titles</u></b>	<b><u>Grade</u></b>	<b><u>Class Titles</u></b>
3	Code Enforcement Assistant	14	Wastewater Plant Operator I
5	Assistant Pool Manager	14	Water System Operator I
7	Library Technician	14	Heavy Equipment Operator
7	Pool Manager	14	Solid Waste Equip. Operator
9	Building & Grounds Custodian	15	Crew leader
9	Clerical Technician	16	Maintenance Mechanic
10	Clerk Typist	16	Finance/HR Assistant
10	Customer Services Clerk	16	Fire Prevention Officer
10	Library Assistant	17	Wastewater Plant Operator II
11	Record Technician	17	Water System Operator II
11	Humane Officer	17	Construction-Locator Spec.
12	Accounts Payable Clerk	18	Cemetery Supervisor
12	Accounts Receivable Clerk	19	Stormwater Program Specialist
12	Admin. Records Technician	20	Code Administrator I
13	Administrative Assistant		
13	Maintenance Worker		
13	Motor Equipment Operator		

**EXEMPT POSITIONS**

**Professional, Administrative and Executive**

17	Recreation Supervisor	24	Development Serv. Director
18	Utilities Adm. Coordinator	24	City Clerk/Risk Manager
18	Librarian	24	Library Director
20	GIS Analyst	24	Public Safety/Em Mgmt Dir
22	Transportation Supervisor	25	IS Coordinator
22	Park Supervisor	26	Police Captain
22	Water System Supervisor	26	Director of Parks/Recreation
22	Wastewater Plant Supervisor	26	Assistant City Manager
22	Environmental Services Supervisor	27	Director of Human Resources
22	Code Administrator II	28	Director of Public Works

22 Planner  
 23 Network Administrator  
 23 Planning Administrator

29 Fire Chief  
 30 Police Chief  
 31 Director of Finance

3. That the following pay schedule for officers and employees in Unclassified Positions of the city is approved November 18, 2013 and effective October 7, 2013.

<u>Position</u>	<u>Salary Minimum</u>	<u>Salary Maximum</u>
City Manager	Established by City Council	

**Seasonal and Part-time  
Hourly Rates**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
School Crossing Guard	\$7.40	\$7.55	\$7.70	\$7.85	\$8.00	\$8.15	\$8.30
Library Page	\$7.40	\$7.55	\$7.70	\$7.85	\$8.00	\$8.15	\$8.30
Laborer	\$8.00	\$8.15	\$8.30	\$8.45	\$8.60	\$8.75	\$8.90
Field Mntc. Groundskeeper	\$8.40	\$8.55	\$8.70	\$8.85	\$9.00	\$9.15	\$9.30

Recreation Aide	\$7.40	\$7.55	\$7.70	\$7.85	\$8.00	\$8.15	\$8.30
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Lifeguard	\$8.35	\$8.50	\$8.65	\$8.80	\$8.95	\$9.10	\$9.25
Head Lifeguard	\$8.65	\$8.80	\$8.95	\$9.10	\$9.25	\$9.40	\$9.55

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

4. The Pay Schedule for the position of Firefighters and Fire Captains working a 56 hour week shall be the schedule approved in a Resolution adopted by the Mayor and City Council on November 18, 2013 and effective October 7, 2013.

<u>Class Title</u>	<u>Hourly Pay Schedule (56 hour week)</u>							
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
Firefighter	12.28	12.88	13.50	14.16	14.85	15.57	16.32	17.11
Fire Captain	15.92	16.69	17.49	18.33	19.21	20.13	21.10	22.11

5. That the Pay Schedule for the position of Patrol Officer and Police Sergeant shall be the Schedule approved in a resolution approved by the Mayor and City Council on November 18, 2013 to be effective October 7, 2013.

<u>Class Title</u>	<u>Hourly Pay Schedule</u>							
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
Patrol Officer	17.35	18.20	19.09	20.03	21.01	22.03	23.11	24.26
Police Sergeant	20.96	21.92	22.93	23.99	25.09	26.24	27.44	28.71

6. Resolution No. 13-09-06 and all other resolutions in conflict with this resolution are repealed.

**Passed and approved this 18<sup>th</sup> day of November, 2013.**

\_\_\_\_\_  
Mayor

ATTEST:

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

City Manager Kuckkahn explained that the user fee ordinance had some non-substantive changes regarding police tow fees and water service. Council introduced the Ordinance which was read by title on second reading: AN ORDINANCE OF THE CITY OF SCOTTSBLUFF AMENDING SEWER USER FEES AT CHAPTER 6 ARTICLE 6, INCLUDING SURCHARGE FOR STORMWATER REGULATORY REQUIREMENTS, AMENDING AND CHANGING THE SOLID WASTE COLLECTION FEES AT CHAPTER 6 ARTICLE 6, WATER SERVICE FEES AT CHAPTER 6 ARTICLE 6, PARKING FEES AT CHAPTER 6 ARTICLE 6, AND MISCELLANEOUS POLICE FEES FOR POLICE SERVICES AND PERMITS AT CHAPTER 6 ARTICLE 6, REPEALING PRIOR PROVISIONS OF THE MUNICIPAL CODE AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Kuckkahn explained the Emergency Management Debris plan, stating that the plan outlines where we would take extensive debris from a disastrous event, and that our reimbursement from FEMA would increase to 80% with this contract in effect. This plan will affect all of Region 22. Moved by Council Member McCarthy, seconded by Council Member Gonzales, "to approve the Region 22 Emergency Management Debris Management Program Plan and approve Resolution No. 13-11-02," "YEAS", Gonzales, Shaver, McCarthy and Meininger, "NAYS" None. Absent: None.

RESOLUTION 13-11-02

WHEREAS, the City of Scottsbluff, Nebraska is located within Scotts Bluff County, Nebraska and is a member of the Region 22 Emergency Management Interlocal Agreement; and

WHEREAS, the Members of the Region 22 Emergency Management Interlocal Agreement now agree to utilize the Region 22 Emergency Management Debris Management Program, composed of a Master Plan and an Action Plan, during and following a disaster in Scotts Bluff County or Banner County, Nebraska.

BE IT THEREFORE RESOLVED, by the Mayor and City Council of the City of Scottsbluff, Nebraska that the City now agrees and is authorized to abide by the Region 22 Emergency Management Debris Management Program Plan, composed of a Master Plan and an Action Plan, during and following a disaster located within Scotts Bluff County or Banner County, Nebraska.

This resolution shall become effective following its passage and approval.

Passed and approved on November 18, 2013.

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Mayor

ATTEST:

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City Clerk

Under Council Reports, Mayor Meininger reminded everyone about the Community Action Forum which will be at WNCC on December 3<sup>rd</sup>, 2013 from 6:00 p.m. to 9:00 p.m.

Moved by Council Member Shaver, seconded by Council Member McCarthy, "to adjourn the meeting at 6:50 p.m.," "YEAS", Gonzales, Shaver, McCarthy and Meininger, "NAYS" None. Absent: None.

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Mayor

ATTEST:

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City Clerk

"SEAL"

# **City of Scottsbluff, Nebraska**

**Monday, December 2, 2013**

**Regular Meeting**

## **Item Consent2**

**Council to approve the closure of the City Hall office to the public on January 9 and 10, 2014 due to utility software conversion.**

**Staff Contact: Renae Griffiths, Finance Director**

**City of Scottsbluff, Nebraska**  
**Monday, December 2, 2013**  
**Regular Meeting**

**Item Claims1**

**Regular claims**

**Staff Contact: Renae Griffiths, Finance Director**



# Expense Approval Report

By Vendor Name

Post Dates 11/19/2013 - 12/2/2013

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: ALAMAR UNIFORMS</b>					
<b>Fund: 111 - GENERAL</b>					
UNIFORMS	UNIFORMS & CLOTHING				29.58
UNIFORMS	UNIFORMS & CLOTHING				150.77
UNIFORMS	UNIFORMS & CLOTHING				183.96
					<b>Fund 111 - GENERAL Total:</b>
					<b>Vendor ALAMAR UNIFORMS Total:</b>
<b>Vendor: ALTITUDE TRAINING ASSOCIATES</b>					
<b>Fund: 661 - STORMWATER</b>					
Stormwater Training	CONTRACTUAL SERVICES				1,000.00
					<b>Fund 661 - STORMWATER Total:</b>
					<b>Vendor ALTITUDE TRAINING ASSOCIATES Total:</b>
<b>Vendor: AM WATER WORKS ASSOC INC</b>					
<b>Fund: 641 - WATER</b>					
Membership	MEMBERSHIPS				174.00
					<b>Fund 641 - WATER Total:</b>
					<b>Vendor AM WATER WORKS ASSOC INC Total:</b>
<b>Vendor: AMAZON.COM HEADQUARTERS</b>					
<b>Fund: 111 - GENERAL</b>					
Bks	BOOKS				46.81
					<b>Fund 111 - GENERAL Total:</b>
					<b>Vendor AMAZON.COM HEADQUARTERS Total:</b>
<b>Vendor: ANTHONY KOERNER</b>					
<b>Fund: 631 - WASTEWATER</b>					
ADV TRVL	SCHOOL & CONFERENCE				75.00
					<b>Fund 631 - WASTEWATER Total:</b>
					<b>Vendor ANTHONY KOERNER Total:</b>
<b>Vendor: ASSOC SUPPLY COMPANY, INC</b>					
<b>Fund: 111 - GENERAL</b>					
BLD MTC	BUILDING MAINTENANCE				1,124.42
					<b>Fund 111 - GENERAL Total:</b>
					<b>Vendor ASSOC SUPPLY COMPANY, INC Total:</b>
<b>Vendor: ATCO INTERNATIONAL INC</b>					
<b>Fund: 111 - GENERAL</b>					
DEP SUP	DEPARTMENT SUPPLIES				64.47
					<b>Fund 111 - GENERAL Total:</b>
					<b>Vendor ATCO INTERNATIONAL INC Total:</b>
<b>Vendor: B &amp; C STEEL CORPORATION</b>					
<b>Fund: 111 - GENERAL</b>					
EQP MTC	EQUIPMENT MAINTENANCE				107.83
DEP SUP	DEPARTMENT SUPPLIES				67.38
DEP SUP	DEPARTMENT SUPPLIES				149.51
					<b>Fund 111 - GENERAL Total:</b>
<b>Fund: 212 - TRANSPORTATION</b>					
IRON	EQUIPMENT MAINTENANCE				280.39
					<b>Fund 212 - TRANSPORTATION Total:</b>



Expense Approval Report

Post Dates: 11/19/2013 - 12/2/2013

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Fund: 631 - WASTEWATER</b>					
Biosolids Bldg Addn	STRUCTURES				5,613.25
					<b>Fund 631 - WASTEWATER Total:</b>
					<b>5,613.25</b>
					<b>Vendor B &amp; C STEEL CORPORATION Total:</b>
					<b>6,218.36</b>
<b>Vendor: BAKER &amp; TAYLOR CO</b>					
<b>Fund: 211 - REGIONAL LIBRARY</b>					
Bks	BOOKS				25.27
Bks	BOOKS				10.53
					<b>Fund 211 - REGIONAL LIBRARY Total:</b>
					<b>35.80</b>
					<b>Vendor BAKER &amp; TAYLOR CO Total:</b>
					<b>35.80</b>
<b>Vendor: BLUFFS SANITARY SUPPLY INC.</b>					
<b>Fund: 111 - GENERAL</b>					
CLEANING SUPP	DEPARTMENT SUPPLIES				56.18
SUPPLIES	DEPARTMENT SUPPLIES				26.01
SUPPLIES	DEPARTMENT SUPPLIES				26.02
SUPPLIES	JANITORIAL SUPPLIES				28.01
SUPPLIES	JANITORIAL SUPPLIES				28.02
jan. sup.	JANITORIAL SUPPLIES				189.22
					<b>Fund 111 - GENERAL Total:</b>
					<b>353.46</b>
					<b>Vendor BLUFFS SANITARY SUPPLY INC. Total:</b>
					<b>353.46</b>
<b>Vendor: BROWN NELSON ELECTRIC</b>					
<b>Fund: 631 - WASTEWATER</b>					
Equip maint	EQUIPMENT MAINTENANCE				241.82
					<b>Fund 631 - WASTEWATER Total:</b>
					<b>241.82</b>
					<b>Vendor BROWN NELSON ELECTRIC Total:</b>
					<b>241.82</b>
<b>Vendor: BYTES COMPUTER &amp; NETWORK SOLUTIONS</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
DEPT.SUPPLIES	DEPARTMENT SUPPLIES				805.79
					<b>Fund 212 - TRANSPORTATION Total:</b>
					<b>805.79</b>
					<b>Vendor BYTES COMPUTER &amp; NETWORK SOLUTIONS Total:</b>
					<b>805.79</b>
<b>Vendor: CAPITAL BUSINESS SYSTEMS INC.</b>					
<b>Fund: 111 - GENERAL</b>					
cpr mnt	EQUIPMENT MAINTENANCE				209.04
					<b>Fund 111 - GENERAL Total:</b>
					<b>209.04</b>
					<b>Vendor CAPITAL BUSINESS SYSTEMS INC. Total:</b>
					<b>209.04</b>
<b>Vendor: CAREERTRACK</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
SUPERVISOR TRAIN	SCHOOL & CONFERENCE				199.00
					<b>Fund 212 - TRANSPORTATION Total:</b>
					<b>199.00</b>
					<b>Vendor CAREERTRACK Total:</b>
					<b>199.00</b>
<b>Vendor: CHADRON MEDICAL CLINIC,P.C.</b>					
<b>Fund: 111 - GENERAL</b>					
CONTRACTUAL	CONTRACTUAL SERVICES				392.00
					<b>Fund 111 - GENERAL Total:</b>
					<b>392.00</b>
					<b>Vendor CHADRON MEDICAL CLINIC,P.C. Total:</b>
					<b>392.00</b>
<b>Vendor: COLONIAL LIFE &amp; ACCIDENT INS CORP, I</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
SUPP INS	LIFE INS EE PAYABLE				22.75
SUPP INS	DIS INC INS EE PAYABLE				25.95
					<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>
					<b>48.70</b>
					<b>Vendor COLONIAL LIFE &amp; ACCIDENT INS CORP, I Total:</b>
					<b>48.70</b>

Expense Approval Report

Post Dates: 11/19/2013 - 12/2/2013

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: CONNECTING POINT INC</b>					
<b>Fund: 111 - GENERAL</b>					
EQUIP MAINT	EQUIPMENT MAINTENANCE				99.00
					<b>Fund 111 - GENERAL Total:</b>
					<b>99.00</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
DEPT.SUPPLIES	DEPARTMENT SUPPLIES				394.00
					<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>
					<b>394.00</b>
<b>Fund: 631 - WASTEWATER</b>					
DEPT.SUPPLIES	DEPARTMENT SUPPLIES				394.00
					<b>Fund 631 - WASTEWATER Total:</b>
					<b>394.00</b>
					<b>Vendor CONNECTING POINT INC Total:</b>
					<b>887.00</b>
<b>Vendor: CONSOLIDATED MANAGEMENT</b>					
<b>Fund: 111 - GENERAL</b>					
TRAINING	SCHOOL & CONFERENCE				250.50
TRAINING	SCHOOL & CONFERENCE				310.75
					<b>Fund 111 - GENERAL Total:</b>
					<b>561.25</b>
					<b>Vendor CONSOLIDATED MANAGEMENT Total:</b>
					<b>561.25</b>
<b>Vendor: CONTRACTORS MATERIALS INC.</b>					
<b>Fund: 111 - GENERAL</b>					
DEP SUP	DEPARTMENT SUPPLIES				29.89
					<b>Fund 111 - GENERAL Total:</b>
					<b>29.89</b>
<b>Fund: 212 - TRANSPORTATION</b>					
SUPP	DEPARTMENT SUPPLIES				114.66
SUPP	DEPARTMENT SUPPLIES				294.00
					<b>Fund 212 - TRANSPORTATION Total:</b>
					<b>408.66</b>
					<b>Vendor CONTRACTORS MATERIALS INC. Total:</b>
					<b>438.55</b>
<b>Vendor: CREDIT MANAGEMENT SERVICES INC.</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
WAGE ATTACHMENT	WAGE ATTACHMENT EE PAY				203.42
					<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>
					<b>203.42</b>
					<b>Vendor CREDIT MANAGEMENT SERVICES INC. Total:</b>
					<b>203.42</b>
<b>Vendor: CRESCENT ELECT. SUPPLY COMP INC</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
ELECT. BOXES	DEPARTMENT SUPPLIES				708.38
					<b>Fund 212 - TRANSPORTATION Total:</b>
					<b>708.38</b>
					<b>Vendor CRESCENT ELECT. SUPPLY COMP INC Total:</b>
					<b>708.38</b>
<b>Vendor: DALE FOOTE</b>					
<b>Fund: 631 - WASTEWATER</b>					
ADV TRVL	SCHOOL & CONFERENCE				15.00
					<b>Fund 631 - WASTEWATER Total:</b>
					<b>15.00</b>
					<b>Vendor DALE FOOTE Total:</b>
					<b>15.00</b>
<b>Vendor: DALE'S TIRE &amp; RETREADING, INC.</b>					
<b>Fund: 111 - GENERAL</b>					
EQP MTC	EQUIPMENT MAINTENANCE				28.95
					<b>Fund 111 - GENERAL Total:</b>
					<b>28.95</b>
					<b>Vendor DALE'S TIRE &amp; RETREADING, INC. Total:</b>
					<b>28.95</b>
<b>Vendor: DEUEL COUNTY SHERIFF DEPT</b>					
<b>Fund: 111 - GENERAL</b>					
LEGAL FEES	LEGAL FEES				27.50
					<b>Fund 111 - GENERAL Total:</b>
					<b>27.50</b>
					<b>Vendor DEUEL COUNTY SHERIFF DEPT Total:</b>
					<b>27.50</b>

Expense Approval Report

Post Dates: 11/19/2013 - 12/2/2013

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: DOUGLAS PRODUCTS &amp; PACKAGING</b>					
<b>Fund: 631 - WASTEWATER</b>					
Training	SCHOOL & CONFERENCE				300.00
				<b>Fund 631 - WASTEWATER Total:</b>	<b>300.00</b>
				<b>Vendor DOUGLAS PRODUCTS &amp; PACKAGING Total:</b>	<b>300.00</b>
<b>Vendor: EDDY GONZALEZ</b>					
<b>Fund: 641 - WATER</b>					
UTILITY REF	REFUNDS PAYABLE				75.70
				<b>Fund 641 - WATER Total:</b>	<b>75.70</b>
				<b>Vendor EDDY GONZALEZ Total:</b>	<b>75.70</b>
<b>Vendor: ENVIRO SERV INC</b>					
<b>Fund: 641 - WATER</b>					
Samples	SAMPLES				60.00
Samples	SAMPLES				75.00
				<b>Fund 641 - WATER Total:</b>	<b>135.00</b>
				<b>Vendor ENVIRO SERV INC Total:</b>	<b>135.00</b>
<b>Vendor: FASTENAL CO.</b>					
<b>Fund: 631 - WASTEWATER</b>					
System maint	DEPARTMENT SUPPLIES				42.23
				<b>Fund 631 - WASTEWATER Total:</b>	<b>42.23</b>
				<b>Vendor FASTENAL CO. Total:</b>	<b>42.23</b>
<b>Vendor: FEDERAL EXPRESS CORP.</b>					
<b>Fund: 641 - WATER</b>					
Shipping fees	POSTAGE				171.93
Shipping fees	POSTAGE				133.54
				<b>Fund 641 - WATER Total:</b>	<b>305.47</b>
				<b>Vendor FEDERAL EXPRESS CORP. Total:</b>	<b>305.47</b>
<b>Vendor: FLOYD'S SALES &amp; SERV INC.</b>					
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
vehicle mtnc	VEHICLE MAINTENANCE				550.20
				<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>	<b>550.20</b>
				<b>Vendor FLOYD'S SALES &amp; SERV INC. Total:</b>	<b>550.20</b>
<b>Vendor: FRANCISCO'S BUMPER TO BUMPER INC</b>					
<b>Fund: 111 - GENERAL</b>					
VEH MTC	VEHICLE MAINTENANCE				1,093.85
				<b>Fund 111 - GENERAL Total:</b>	<b>1,093.85</b>
				<b>Vendor FRANCISCO'S BUMPER TO BUMPER INC Total:</b>	<b>1,093.85</b>
<b>Vendor: FRANK IMPLEMENT INC.</b>					
<b>Fund: 111 - GENERAL</b>					
EQP MTC	EQUIPMENT MAINTENANCE				35.84
				<b>Fund 111 - GENERAL Total:</b>	<b>35.84</b>
				<b>Vendor FRANK IMPLEMENT INC. Total:</b>	<b>35.84</b>
<b>Vendor: FREMONT MOTOR SCOTTSBLUFF,LLC</b>					
<b>Fund: 111 - GENERAL</b>					
vehicle rep	VEHICLE MAINTENANCE				495.07
VEH MAINT	VEHICLE MAINTENANCE				290.28
				<b>Fund 111 - GENERAL Total:</b>	<b>785.35</b>
				<b>Vendor FREMONT MOTOR SCOTTSBLUFF,LLC Total:</b>	<b>785.35</b>
<b>Vendor: GOLD WATCH LLC</b>					
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
Hauling recycables	DISPOSAL FEES				750.00
				<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>	<b>750.00</b>
				<b>Vendor GOLD WATCH LLC Total:</b>	<b>750.00</b>

Expense Approval Report

Post Dates: 11/19/2013 - 12/2/2013

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: HAWKINS, INC.</b>					
<b>Fund: 641 - WATER</b>					
Chlorine	CHEMICALS				1,588.90
<b>Fund 641 - WATER Total:</b>					<b>1,588.90</b>
<b>Vendor HAWKINS, INC. Total:</b>					<b>1,588.90</b>
<b>Vendor: HEILBRUN FARM IND SUPP.INC.</b>					
<b>Fund: 111 - GENERAL</b>					
DEP SUP	DEPARTMENT SUPPLIES				26.88
<b>Fund 111 - GENERAL Total:</b>					<b>26.88</b>
<b>Fund: 212 - TRANSPORTATION</b>					
PARTS	EQUIPMENT MAINTENANCE				27.07
PARTS	VEHICLE MAINTENANCE				44.96
PARTS	VEHICLE MAINTENANCE				85.00
SUPP	DEPARTMENT SUPPLIES				25.56
<b>Fund 212 - TRANSPORTATION Total:</b>					<b>182.59</b>
<b>Fund: 213 - CEMETERY</b>					
EQP MTC	EQUIPMENT MAINTENANCE				-28.38
<b>Fund 213 - CEMETERY Total:</b>					<b>-28.38</b>
<b>Fund: 631 - WASTEWATER</b>					
Vehicle maint	VEHICLE MAINTENANCE				-21.96
Vehicle maint	VEHICLE MAINTENANCE				234.57
Vehicle maint	VEHICLE MAINTENANCE				74.06
<b>Fund 631 - WASTEWATER Total:</b>					<b>286.67</b>
<b>Vendor HEILBRUN FARM IND SUPP.INC. Total:</b>					<b>467.76</b>
<b>Vendor: ICMA RETIREMENT TRUST-457</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
DEF COMP	DEFERRED COMP EE PAY				1,125.14
<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>					<b>1,125.14</b>
<b>Vendor ICMA RETIREMENT TRUST-457 Total:</b>					<b>1,125.14</b>
<b>Vendor: IDEAL LINEN SUP INC.</b>					
<b>Fund: 111 - GENERAL</b>					
JANITORIAL SUPP	JANITORIAL SUPPLIES				29.80
<b>Fund 111 - GENERAL Total:</b>					<b>29.80</b>
<b>Fund: 212 - TRANSPORTATION</b>					
SUPP	DEPARTMENT SUPPLIES				62.84
SUPP	DEPARTMENT SUPPLIES				76.52
SUPP	DEPARTMENT SUPPLIES				38.24
<b>Fund 212 - TRANSPORTATION Total:</b>					<b>177.60</b>
<b>Fund: 631 - WASTEWATER</b>					
Equip maint	CONTRACTUAL SERVICES				45.00
<b>Fund 631 - WASTEWATER Total:</b>					<b>45.00</b>
<b>Fund: 641 - WATER</b>					
Mats	CONTRACTUAL SERVICES				20.38
<b>Fund 641 - WATER Total:</b>					<b>20.38</b>
<b>Vendor IDEAL LINEN SUP INC. Total:</b>					<b>272.78</b>
<b>Vendor: J G ELLIOTT CO.INC.</b>					
<b>Fund: 111 - GENERAL</b>					
BOND	BONDING				100.00
<b>Fund 111 - GENERAL Total:</b>					<b>100.00</b>
<b>Vendor J G ELLIOTT CO.INC. Total:</b>					<b>100.00</b>

Expense Approval Report

Post Dates: 11/19/2013 - 12/2/2013

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: J.D.'S ACE BODY SHOP</b>					
<b>Fund: 111 - GENERAL</b>					
VEH MTC	VEHICLE MAINTENANCE				2,755.80
					<b>Fund 111 - GENERAL Total:</b>
					<b>2,755.80</b>
					<b>Vendor J.D.'S ACE BODY SHOP Total:</b>
					<b>2,755.80</b>
<b>Vendor: JIM HARRISON</b>					
<b>Fund: 111 - GENERAL</b>					
SCL&CON	SCHOOL & CONFERENCE				39.00
					<b>Fund 111 - GENERAL Total:</b>
					<b>39.00</b>
					<b>Vendor JIM HARRISON Total:</b>
					<b>39.00</b>
<b>Vendor: JOHN DEERE FINANCIAL</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
SUPP	DEPARTMENT SUPPLIES				45.98
SUPP	DEPARTMENT SUPPLIES				29.99
SUPP	DEPARTMENT SUPPLIES				4.95
					<b>Fund 212 - TRANSPORTATION Total:</b>
					<b>80.92</b>
<b>Fund: 631 - WASTEWATER</b>					
Uniform sup	UNIFORMS & CLOTHING				63.99
					<b>Fund 631 - WASTEWATER Total:</b>
					<b>63.99</b>
					<b>Vendor JOHN DEERE FINANCIAL Total:</b>
					<b>144.91</b>
<b>Vendor: JOHN DEERE FINANCIAL</b>					
<b>Fund: 111 - GENERAL</b>					
DEP SUP	DEPARTMENT SUPPLIES				14.99
					<b>Fund 111 - GENERAL Total:</b>
					<b>14.99</b>
					<b>Vendor JOHN DEERE FINANCIAL Total:</b>
					<b>14.99</b>
<b>Vendor: KYLER BRUNZ</b>					
<b>Fund: 111 - GENERAL</b>					
SCL&CON	SCHOOL & CONFERENCE				39.00
					<b>Fund 111 - GENERAL Total:</b>
					<b>39.00</b>
					<b>Vendor KYLER BRUNZ Total:</b>
					<b>39.00</b>
<b>Vendor: LANCE KITE</b>					
<b>Fund: 111 - GENERAL</b>					
REIMB TRVL EXP	SCHOOL & CONFERENCE				48.00
					<b>Fund 111 - GENERAL Total:</b>
					<b>48.00</b>
					<b>Vendor LANCE KITE Total:</b>
					<b>48.00</b>
<b>Vendor: LOGAN CONTRACTORS SUPPLY INC</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
JOINT SEALANT	STREET REPAIR SUPPLIES				31.54
					<b>Fund 212 - TRANSPORTATION Total:</b>
					<b>31.54</b>
					<b>Vendor LOGAN CONTRACTORS SUPPLY INC Total:</b>
					<b>31.54</b>
<b>Vendor: LYNN PEAVEY CO INC</b>					
<b>Fund: 111 - GENERAL</b>					
INVEST SUPPL	INVESTIGATION SUPPLIES				111.00
					<b>Fund 111 - GENERAL Total:</b>
					<b>111.00</b>
					<b>Vendor LYNN PEAVEY CO INC Total:</b>
					<b>111.00</b>
<b>Vendor: M.C. SCHAFF &amp; ASSOC, INC</b>					
<b>Fund: 111 - GENERAL</b>					
October 2013	CONTRACTUAL SERVICES				1,492.75
					<b>Fund 111 - GENERAL Total:</b>
					<b>1,492.75</b>
					<b>Vendor M.C. SCHAFF &amp; ASSOC, INC Total:</b>
					<b>1,492.75</b>
<b>Vendor: MENARDS</b>					
<b>Fund: 111 - GENERAL</b>					
DEP SUP	DEPARTMENT SUPPLIES				41.48
dept sup	DEPARTMENT SUPPLIES				61.38

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
VEH MTC	VEHICLE MAINTENANCE				21.60
<b>Fund 111 - GENERAL Total:</b>					<b>124.46</b>
<b>Fund: 212 - TRANSPORTATION</b>					
SUPP	DEPARTMENT SUPPLIES				14.47
SUPP	DEPARTMENT SUPPLIES				24.96
SUPP	DEPARTMENT SUPPLIES				29.95
SUPP	DEPARTMENT SUPPLIES				34.88
<b>Fund 212 - TRANSPORTATION Total:</b>					<b>104.26</b>
<b>Fund: 213 - CEMETERY</b>					
DEP SUP	DEPARTMENT SUPPLIES				5.98
<b>Fund 213 - CEMETERY Total:</b>					<b>5.98</b>
<b>Fund: 631 - WASTEWATER</b>					
Equip maint	DEPARTMENT SUPPLIES				24.48
<b>Fund 631 - WASTEWATER Total:</b>					<b>24.48</b>
<b>Vendor MENARDS Total:</b>					<b>259.18</b>
<b>Vendor: MONEY WISE OFFICE SUPPLIES</b>					
<b>Fund: 111 - GENERAL</b>					
DEPT SUPPL	DEPARTMENT SUPPLIES				191.88
DEPT SUPP	DEPARTMENT SUPPLIES				81.48
DEPT SUPPL	DEPARTMENT SUPPLIES				154.99
dept sup	DEPARTMENT SUPPLIES				33.47
DEPT SUPP	DEPARTMENT SUPPLIES				13.98
<b>Fund 111 - GENERAL Total:</b>					<b>475.80</b>
<b>Vendor MONEY WISE OFFICE SUPPLIES Total:</b>					<b>475.80</b>
<b>Vendor: MONUMENT PREVENTION COALITION</b>					
<b>Fund: 111 - GENERAL</b>					
CONTRACTUAL	CONTRACTUAL SERVICES				880.00
<b>Fund 111 - GENERAL Total:</b>					<b>880.00</b>
<b>Vendor MONUMENT PREVENTION COALITION Total:</b>					<b>880.00</b>
<b>Vendor: MUNICIPAL SUPPLY, INC.</b>					
<b>Fund: 641 - WATER</b>					
Dept sup	DEPARTMENT SUPPLIES				1,044.92
<b>Fund 641 - WATER Total:</b>					<b>1,044.92</b>
<b>Vendor MUNICIPAL SUPPLY, INC. Total:</b>					<b>1,044.92</b>
<b>Vendor: NAT'L FIRE PROTECTION</b>					
<b>Fund: 111 - GENERAL</b>					
fire cert	CONTRACTUAL SERVICES				250.00
<b>Fund 111 - GENERAL Total:</b>					<b>250.00</b>
<b>Vendor NAT'L FIRE PROTECTION Total:</b>					<b>250.00</b>
<b>Vendor: NE ASS'N OF POLICE CHIEFS</b>					
<b>Fund: 111 - GENERAL</b>					
MEMBERSHIP	MEMBERSHIPS				50.00
<b>Fund 111 - GENERAL Total:</b>					<b>50.00</b>
<b>Vendor NE ASS'N OF POLICE CHIEFS Total:</b>					<b>50.00</b>
<b>Vendor: NE DEPT OF ENVIRONMENTAL CONTROL</b>					
<b>Fund: 631 - WASTEWATER</b>					
SRF loan pmts	ADMIN COSTS & FEES				11,244.42
SRF loan pmts	DEBT SERVICE-PRINCIPAL				276,367.05
SRF loan pmts	DEBT SERVICE-INTEREST				46,578.30
<b>Fund 631 - WASTEWATER Total:</b>					<b>334,189.77</b>
<b>Vendor NE DEPT OF ENVIRONMENTAL CONTROL Total:</b>					<b>334,189.77</b>

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: NE DEPT OF REVENUE</b>					
<b>Fund: 111 - GENERAL</b>					
OCT 2013 SALES & USE TAX	SALES TAX PAYABLE				69.81
					<b>Fund 111 - GENERAL Total:</b>
					<b>69.81</b>
<b>Fund: 641 - WATER</b>					
OCT 2013 SALES & USE TAX	SALES TAX PAYABLE				15,259.49
OCT 2013 SALES & USE TAX	SALES TAX PAYABLE				13,140.80
OCT 2013 SALES & USE TAX	DEPARTMENT SUPPLIES				223.24
					<b>Fund 641 - WATER Total:</b>
					<b>28,623.53</b>
<b>Fund: 661 - STORMWATER</b>					
OCT 2013 SALES & USE TAX	SALES TAX PAYABLE				99.84
					<b>Fund 661 - STORMWATER Total:</b>
					<b>99.84</b>
					<b>Vendor NE DEPT OF REVENUE Total:</b>
					<b>28,793.18</b>
<b>Vendor: NE LIBRARY COMMISSION</b>					
<b>Fund: 111 - GENERAL</b>					
emp trg	SCHOOL & CONFERENCE				10.00
					<b>Fund 111 - GENERAL Total:</b>
					<b>10.00</b>
					<b>Vendor NE LIBRARY COMMISSION Total:</b>
					<b>10.00</b>
<b>Vendor: NE REC &amp; PARKS ASSOC</b>					
<b>Fund: 111 - GENERAL</b>					
MEM	MEMBERSHIPS				60.00
MEM	MEMBERSHIPS				60.00
					<b>Fund 111 - GENERAL Total:</b>
					<b>120.00</b>
					<b>Vendor NE REC &amp; PARKS ASSOC Total:</b>
					<b>120.00</b>
<b>Vendor: NE SAFETY &amp; FIRE EQUIPEMENT INC.</b>					
<b>Fund: 111 - GENERAL</b>					
equip serv	EQUIPMENT MAINTENANCE				30.00
equip rep	EQUIPMENT MAINTENANCE				63.00
EQUIP MAINT	EQUIPMENT MAINTENANCE				10.50
EQUIP MAINT	EQUIPMENT MAINTENANCE				10.50
EQUIP MAINT	EQUIPMENT MAINTENANCE				210.00
					<b>Fund 111 - GENERAL Total:</b>
					<b>324.00</b>
<b>Fund: 212 - TRANSPORTATION</b>					
SUPP	DEPARTMENT SUPPLIES				305.00
SUPP	DEPARTMENT SUPPLIES				294.00
					<b>Fund 212 - TRANSPORTATION Total:</b>
					<b>599.00</b>
					<b>Vendor NE SAFETY &amp; FIRE EQUIPEMENT INC. Total:</b>
					<b>923.00</b>
<b>Vendor: NORTHWEST PIPE FITTINGS, INC. OF SCB</b>					
<b>Fund: 111 - GENERAL</b>					
GRD MTC	GROUNDS MAINTENANCE				185.94
GRD MTC	GROUNDS MAINTENANCE				39.36
GRD MTC	GROUNDS MAINTENANCE				283.39
					<b>Fund 111 - GENERAL Total:</b>
					<b>508.69</b>
					<b>Vendor NORTHWEST PIPE FITTINGS, INC. OF SCB Total:</b>
					<b>508.69</b>
<b>Vendor: NPPD</b>					
<b>Fund: 111 - GENERAL</b>					
Electric	ELECTRICITY				402.88
Electric	ELECTRICITY				632.13
Electric	ELECTRICITY				536.44
Electric	ELECTRICITY				1,316.61
Electric	ELECTRICITY				2,327.55
Electric	ELECTRICITY				51.73
Electric	ELECTRICITY				1,681.49
Electric	STREET LIGHTS				100.40
					<b>Fund 111 - GENERAL Total:</b>
					<b>7,049.23</b>

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Fund: 212 - TRANSPORTATION</b>					
Electric	ELECTRICITY				687.75
Electric	ELECTRIC POWER				1,878.15
Electric	STREET LIGHTS				27,984.08
<b>Fund 212 - TRANSPORTATION Total:</b>					<b>30,549.98</b>
<b>Fund: 213 - CEMETERY</b>					
Electric	ELECTRICITY				529.07
<b>Fund 213 - CEMETERY Total:</b>					<b>529.07</b>
<b>Fund: 216 - BUSINESS IMPROVEMENT</b>					
Electric	STREET LIGHTS				85.42
<b>Fund 216 - BUSINESS IMPROVEMENT Total:</b>					<b>85.42</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
Electric	ELECTRICITY				743.36
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>					<b>743.36</b>
<b>Fund: 631 - WASTEWATER</b>					
Electric	ELECTRICITY				1,165.42
Electric	ELECTRIC POWER				13,959.65
<b>Fund 631 - WASTEWATER Total:</b>					<b>15,125.07</b>
<b>Fund: 641 - WATER</b>					
Electric	ELECTRICITY				178.65
Electric	ELECTRIC POWER				5,930.94
<b>Fund 641 - WATER Total:</b>					<b>6,109.59</b>
<b>Vendor NPPD Total:</b>					<b>60,191.72</b>
<b>Vendor: OCLC, INC</b>					
<b>Fund: 111 - GENERAL</b>					
cat svc	CONTRACTUAL SERVICES				166.37
<b>Fund 111 - GENERAL Total:</b>					<b>166.37</b>
<b>Vendor OCLC, INC Total:</b>					<b>166.37</b>
<b>Vendor: O'REILLY AUTO PARTS</b>					
<b>Fund: 631 - WASTEWATER</b>					
Vehicle maint	VEHICLE MAINTENANCE				13.66
<b>Fund 631 - WASTEWATER Total:</b>					<b>13.66</b>
<b>Vendor O'REILLY AUTO PARTS Total:</b>					<b>13.66</b>
<b>Vendor: PANHANDLE COOP INC.</b>					
<b>Fund: 111 - GENERAL</b>					
FUEL	GASOLINE				1,595.94
FUEL	OTHER FUEL				2,137.32
<b>Fund 111 - GENERAL Total:</b>					<b>3,733.26</b>
<b>Vendor PANHANDLE COOP INC. Total:</b>					<b>3,733.26</b>
<b>Vendor: PERRY MADER</b>					
<b>Fund: 111 - GENERAL</b>					
SCHOOL & CONF	SCHOOL & CONFERENCE				65.00
<b>Fund 111 - GENERAL Total:</b>					<b>65.00</b>
<b>Vendor PERRY MADER Total:</b>					<b>65.00</b>
<b>Vendor: PLATTE VALLEY BANK</b>					
<b>Fund: 321 - TIF PROJECTS</b>					
BOND PAYT.	DEBT SVC(PRINC) - TIF				1,076.88
BOND PAYT.	DEBT SVC(PRINC) - TIF				6,523.51
BOND PAYT.	DEBT SVC(PRINC) - TIF				15,439.56
BOND PAYT.	DEBT SVC(PRINC) - TIF				24,542.17
BOND PAYT.	DEBT SVC(PRINC) - TIF				43,417.88
BOND PAYT.	DEBT SVC(PRINC) - TIF				7,019.59
BOND PAYT.	DEBT SVC(PRINC) - TIF				23,980.41
BOND PAYT.	DEBT SVC (INT) - TIF				28.27
BOND PAYT.	DEBT SVC (INT) - TIF				1,049.14



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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
BOND PAYT.	DEBT SVC (INT) - TIF				644.23
BOND PAYT.	DEBT SVC (INT) - TIF				307.11
BOND PAYT.	DEBT SVC (INT) - TIF				405.29
BOND PAYT.	DEBT SVC (INT) - TIF				171.24
BOND PAYT.	DEBT SVC (INT) - TIF				1,139.72
<b>Fund 321 - TIF PROJECTS Total:</b>					<b>125,745.00</b>
<b>Vendor PLATTE VALLEY BANK Total:</b>					<b>125,745.00</b>
<b>Vendor: POSTMASTER</b>					
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
Postage	POSTAGE				58.73
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>					<b>58.73</b>
<b>Fund: 631 - WASTEWATER</b>					
Postage	POSTAGE				58.73
<b>Fund 631 - WASTEWATER Total:</b>					<b>58.73</b>
<b>Fund: 641 - WATER</b>					
Postage	POSTAGE				58.73
<b>Fund 641 - WATER Total:</b>					<b>58.73</b>
<b>Vendor POSTMASTER Total:</b>					<b>176.19</b>
<b>Vendor: PRINT BROKER</b>					
<b>Fund: 111 - GENERAL</b>					
DEPT SUPPL	DEPARTMENT SUPPLIES				158.00
DEPT SUPPL	DEPARTMENT SUPPLIES				150.00
<b>Fund 111 - GENERAL Total:</b>					<b>308.00</b>
<b>Vendor PRINT BROKER Total:</b>					<b>308.00</b>
<b>Vendor: RANDY'S AUTO SERVICE</b>					
<b>Fund: 641 - WATER</b>					
UTILITY REF	REFUNDS PAYABLE				31.27
<b>Fund 641 - WATER Total:</b>					<b>31.27</b>
<b>Vendor RANDY'S AUTO SERVICE Total:</b>					<b>31.27</b>
<b>Vendor: RCI</b>					
<b>Fund: 812 - HEALTH INSURANCE</b>					
FLEX & MED CLAIMS	CLAIMS EXPENSE				24,460.12
FLEX & MED CLAIMS	CLAIMS EXPENSE				15,154.93
FLEX & MED CLAIMS	FLEXIBLE BENFT EXPENSES				364.39
FLEX & MED CLAIMS	FLEXIBLE BENFT EXPENSES				100.00
INS.PREM.	PREMIUM EXPENSE				38,066.98
<b>Fund 812 - HEALTH INSURANCE Total:</b>					<b>78,146.42</b>
<b>Vendor RCI Total:</b>					<b>78,146.42</b>
<b>Vendor: REGION I OFFICE OF HUMAN DEVEL</b>					
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
contractual services	CONTRACTUAL SERVICES				825.00
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>					<b>825.00</b>
<b>Vendor REGION I OFFICE OF HUMAN DEVEL Total:</b>					<b>825.00</b>
<b>Vendor: REGISTER OF DEEDS</b>					
<b>Fund: 213 - CEMETERY</b>					
LEG FEE	LEGAL FEES				50.00
<b>Fund 213 - CEMETERY Total:</b>					<b>50.00</b>
<b>Vendor REGISTER OF DEEDS Total:</b>					<b>50.00</b>
<b>Vendor: RESPOND FIRST AID SYSTEMS</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
SUPP	DEPARTMENT SUPPLIES				32.77
<b>Fund 212 - TRANSPORTATION Total:</b>					<b>32.77</b>
<b>Vendor RESPOND FIRST AID SYSTEMS Total:</b>					<b>32.77</b>

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: RICK DEEDS</b>					
<b>Fund: 111 - GENERAL</b>					
SCL&CON	SCHOOL & CONFERENCE				39.00
					Fund 111 - GENERAL Total: 39.00
					Vendor RICK DEEDS Total: 39.00
<b>Vendor: ROOSEVELT P P DIST</b>					
<b>Fund: 641 - WATER</b>					
Electric	ELECTRIC POWER				1,672.18
					Fund 641 - WATER Total: 1,672.18
					Vendor ROOSEVELT P P DIST Total: 1,672.18
<b>Vendor: S M E C</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
EMPLOYEE DED	SMEC EE PAYABLE				249.50
					Fund 713 - CASH & INVESTMENT POOL Total: 249.50
					Vendor S M E C Total: 249.50
<b>Vendor: SCB FIREFIGHTERS UNION LOCAL 1454</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
UNION DUES	FIRE UNION DUES EE PAY				195.00
					Fund 713 - CASH & INVESTMENT POOL Total: 195.00
					Vendor SCB FIREFIGHTERS UNION LOCAL 1454 Total: 195.00
<b>Vendor: SCB POLICE OFFICERS ASS'N</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
UNION DUES	POL UNION DUES EE PAY				378.00
					Fund 713 - CASH & INVESTMENT POOL Total: 378.00
					Vendor SCB POLICE OFFICERS ASS'N Total: 378.00
<b>Vendor: SCOTTSBLUFF LANDSCAPING INC</b>					
<b>Fund: 661 - STORMWATER</b>					
Stormwater project sup	DEPARTMENT SUPPLIES				928.00
Stormwater project sup	CONTRACTUAL SERVICES				600.00
					Fund 661 - STORMWATER Total: 1,528.00
					Vendor SCOTTSBLUFF LANDSCAPING INC Total: 1,528.00
<b>Vendor: SHANE T DENNIS</b>					
<b>Fund: 641 - WATER</b>					
UTILITY REF	REFUNDS PAYABLE				65.86
					Fund 641 - WATER Total: 65.86
					Vendor SHANE T DENNIS Total: 65.86
<b>Vendor: SIMON CONTRACTORS</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
CONCRETE	STREET MAINTENANCE				424.00
CONCRETE	STREET MAINTENANCE				190.00
CONCRETE	STREET MAINTENANCE				157.50
GRAVEL	STREET REPAIR SUPPLIES				196.96
GRAVEL	STREET REPAIR SUPPLIES				560.28
CONCRETE	STREET MAINTENANCE				1,196.00
GRAVEL	STREET REPAIR SUPPLIES				123.12
CONCRETE	STREET MAINTENANCE				530.00
GRAVEL	STREET REPAIR SUPPLIES				210.03
					Fund 212 - TRANSPORTATION Total: 3,587.89
<b>Fund: 631 - WASTEWATER</b>					
Cement	DEPARTMENT SUPPLIES				130.00
					Fund 631 - WASTEWATER Total: 130.00
					Vendor SIMON CONTRACTORS Total: 3,717.89

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: SIRSIDYNIX</b>					
<b>Fund: 111 - GENERAL</b>					
dpt sup	DEPARTMENT SUPPLIES				364.50
					Fund 111 - GENERAL Total:
					364.50
					Vendor SIRSIDYNIX Total:
					364.50
<b>Vendor: SLAFTER OIL CO INC.</b>					
<b>Fund: 111 - GENERAL</b>					
equip rep	VEHICLE MAINTENANCE				76.30
					Fund 111 - GENERAL Total:
					76.30
					Vendor SLAFTER OIL CO INC. Total:
					76.30
<b>Vendor: SNELL SERVICES INC.</b>					
<b>Fund: 111 - GENERAL</b>					
ELC MTC	ELECTRICAL MAINTENANCE				178.28
ELC MTC	ELECTRICAL MAINTENANCE				358.23
ELC MTC	ELECTRICAL MAINTENANCE				202.74
					Fund 111 - GENERAL Total:
					739.25
<b>Fund: 213 - CEMETERY</b>					
ELC MTC	ELECTRICAL MAINTENANCE				70.00
					Fund 213 - CEMETERY Total:
					70.00
<b>Fund: 631 - WASTEWATER</b>					
Building maint	BUILDING MAINTENANCE				151.60
					Fund 631 - WASTEWATER Total:
					151.60
					Vendor SNELL SERVICES INC. Total:
					960.85
<b>Vendor: SPECIAL INVESTIGATIONS</b>					
<b>Fund: 111 - GENERAL</b>					
GRANT-ALCOHOL	DEPARTMENT SUPPLIES				8.00
GRANT-ALCOHOL	DEPARTMENT SUPPLIES				400.00
					Fund 111 - GENERAL Total:
					408.00
					Vendor SPECIAL INVESTIGATIONS Total:
					408.00
<b>Vendor: STAPLES</b>					
<b>Fund: 111 - GENERAL</b>					
DEP SUP	DEPARTMENT SUPPLIES				24.99
DEP SUP	DEPARTMENT SUPPLIES				8.58
POSTAGE	POSTAGE				12.06
					Fund 111 - GENERAL Total:
					45.63
<b>Fund: 212 - TRANSPORTATION</b>					
SUPP	DEPARTMENT SUPPLIES				16.98
					Fund 212 - TRANSPORTATION Total:
					16.98
<b>Fund: 641 - WATER</b>					
Office sup	DEPARTMENT SUPPLIES				81.36
					Fund 641 - WATER Total:
					81.36
					Vendor STAPLES Total:
					143.97
<b>Vendor: STATE HEALTH LAB</b>					
<b>Fund: 641 - WATER</b>					
Samples	SAMPLES				192.00
Samples	SAMPLES				176.00
					Fund 641 - WATER Total:
					368.00
					Vendor STATE HEALTH LAB Total:
					368.00
<b>Vendor: STATE OF NE.</b>					
<b>Fund: 111 - GENERAL</b>					
CONTRACTUAL	CONTRACTUAL SERVICES				105.00
CONTRACTUAL	CONTRACTUAL SERVICES				105.00
CONTRACTUAL	CONTRACTUAL SERVICES				105.00
CONTRACTUAL	CONTRACTUAL SERVICES				105.00

Expense Approval Report

Post Dates: 11/19/2013 - 12/2/2013

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
CONTRACTUAL	CONTRACTUAL SERVICES				105.00
				<b>Fund 111 - GENERAL Total:</b>	<b>525.00</b>
				<b>Vendor STATE OF NE. Total:</b>	<b>525.00</b>
<b>Vendor: STATE PATROL</b>					
<b>Fund: 215 - SPECIAL PROJECTS</b>					
HIDTA OVERTIME WAGES	GRANT EXPENSE				123.92
				<b>Fund 215 - SPECIAL PROJECTS Total:</b>	<b>123.92</b>
				<b>Vendor STATE PATROL Total:</b>	<b>123.92</b>
<b>Vendor: STEPHANIE M CURR</b>					
<b>Fund: 641 - WATER</b>					
UTILITY REF	REFUNDS PAYABLE				31.27
				<b>Fund 641 - WATER Total:</b>	<b>31.27</b>
				<b>Vendor STEPHANIE M CURR Total:</b>	<b>31.27</b>
<b>Vendor: THE SHERWIN-WILLIAMS CO</b>					
<b>Fund: 111 - GENERAL</b>					
BDG MTC	BUILDING MAINTENANCE				112.73
				<b>Fund 111 - GENERAL Total:</b>	<b>112.73</b>
				<b>Vendor THE SHERWIN-WILLIAMS CO Total:</b>	<b>112.73</b>
<b>Vendor: TIMOTHY SHASKE</b>					
<b>Fund: 111 - GENERAL</b>					
SCL&CON	SCHOOL & CONFERENCE				39.00
				<b>Fund 111 - GENERAL Total:</b>	<b>39.00</b>
				<b>Vendor TIMOTHY SHASKE Total:</b>	<b>39.00</b>
<b>Vendor: TOMMY'S JOHNNY'S INC</b>					
<b>Fund: 111 - GENERAL</b>					
CON SVC	CONTRACTUAL SERVICES				150.00
				<b>Fund 111 - GENERAL Total:</b>	<b>150.00</b>
				<b>Vendor TOMMY'S JOHNNY'S INC Total:</b>	<b>150.00</b>
<b>Vendor: TOTAL FUNDS BY HASLER</b>					
<b>Fund: 111 - GENERAL</b>					
pstg	POSTAGE				500.00
				<b>Fund 111 - GENERAL Total:</b>	<b>500.00</b>
				<b>Vendor TOTAL FUNDS BY HASLER Total:</b>	<b>500.00</b>
<b>Vendor: TYLER TECHNOLOGIES, INC</b>					
<b>Fund: 111 - GENERAL</b>					
CONTR.SERV.	EQUIPMENT				7,959.04
				<b>Fund 111 - GENERAL Total:</b>	<b>7,959.04</b>
				<b>Vendor TYLER TECHNOLOGIES, INC Total:</b>	<b>7,959.04</b>
<b>Vendor: U S BANK</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
BOND PAYT	DEBT SERVICE-PRINCIPAL				235,000.00
BOND PAYT	DEBT SERVICE-INTEREST				4,318.75
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>239,318.75</b>
				<b>Vendor U S BANK Total:</b>	<b>239,318.75</b>
<b>Vendor: UNIQUE MANAGEMENT SERVICES, INC</b>					
<b>Fund: 111 - GENERAL</b>					
c. svcs	CONTRACTUAL SERVICES				465.40
				<b>Fund 111 - GENERAL Total:</b>	<b>465.40</b>
				<b>Vendor UNIQUE MANAGEMENT SERVICES, INC Total:</b>	<b>465.40</b>
<b>Vendor: UPSTART ENTERPRISES, LLC</b>					
<b>Fund: 111 - GENERAL</b>					
DEP SUP	DEPARTMENT SUPPLIES				9.32

Expense Approval Report

Post Dates: 11/19/2013 - 12/2/2013

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
DEP SUP	DEPARTMENT SUPPLIES				17.06
				<b>Fund 111 - GENERAL Total:</b>	<b>26.38</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
office supplies	DEPARTMENT SUPPLIES				6.98
				<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>	<b>6.98</b>
				<b>Vendor UPSTART ENTERPRISES, LLC Total:</b>	<b>33.36</b>
<b>Vendor: US BANK-CPS</b>					
<b>Fund: 111 - GENERAL</b>					
Yearly membership for Internat'...	MEMBERSHIPS				125.00
2012 UPC Training Manual	BOOKS				149.97
				<b>Fund 111 - GENERAL Total:</b>	<b>274.97</b>
<b>Fund: 641 - WATER</b>					
Equip maint	EQUIPMENT MAINTENANCE				561.75
				<b>Fund 641 - WATER Total:</b>	<b>561.75</b>
				<b>Vendor US BANK-CPS Total:</b>	<b>836.72</b>
<b>Vendor: USA BLUEBOOK</b>					
<b>Fund: 631 - WASTEWATER</b>					
System maint	DEPARTMENT SUPPLIES				229.19
				<b>Fund 631 - WASTEWATER Total:</b>	<b>229.19</b>
				<b>Vendor USA BLUEBOOK Total:</b>	<b>229.19</b>
<b>Vendor: VISTABEAM</b>					
<b>Fund: 111 - GENERAL</b>					
CON SRV	CONTRACTUAL SERVICES				8.00
				<b>Fund 111 - GENERAL Total:</b>	<b>8.00</b>
<b>Fund: 215 - SPECIAL PROJECTS</b>					
CON SRV	DEPARTMENT SUPPLIES				8.00
				<b>Fund 215 - SPECIAL PROJECTS Total:</b>	<b>8.00</b>
				<b>Vendor VISTABEAM Total:</b>	<b>16.00</b>
<b>Vendor: WALMART COMMUNITY/GEMB</b>					
<b>Fund: 111 - GENERAL</b>					
DEPT SUPP	DEPARTMENT SUPPLIES				127.55
Dept suppl	DEPARTMENT SUPPLIES				14.00
dpt sup	DEPARTMENT SUPPLIES				12.92
dept sup	DEPARTMENT SUPPLIES				4.37
				<b>Fund 111 - GENERAL Total:</b>	<b>158.84</b>
				<b>Vendor WALMART COMMUNITY/GEMB Total:</b>	<b>158.84</b>
<b>Vendor: ZM LUMBER CO.</b>					
<b>Fund: 111 - GENERAL</b>					
VEH MTC	VEHICLE MAINTENANCE				24.96
DEP SUP	DEPARTMENT SUPPLIES				49.75
VEH MTC	VEHICLE MAINTENANCE				3.84
				<b>Fund 111 - GENERAL Total:</b>	<b>78.55</b>
				<b>Vendor ZM LUMBER CO. Total:</b>	<b>78.55</b>
				<b>Grand Total:</b>	<b>924,262.26</b>

## Report Summary

## Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	36,303.29	69.81
211 - REGIONAL LIBRARY	35.80	0.00
212 - TRANSPORTATION	277,084.50	0.00
213 - CEMETERY	626.67	0.00
215 - SPECIAL PROJECTS	131.92	0.00
216 - BUSINESS IMPROVEMENT	85.42	0.00
321 - TIF PROJECTS	125,745.00	0.00
621 - ENVIRONMENTAL SERVICES	3,328.27	58.73
631 - WASTEWATER	356,999.46	58.73
641 - WATER	40,947.91	28,682.26
661 - STORMWATER	2,627.84	99.84
713 - CASH & INVESTMENT POOL	2,199.76	2,199.76
812 - HEALTH INSURANCE	78,146.42	0.00
<b>Grand Total:</b>	<b>924,262.26</b>	<b>31,169.13</b>

## Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-21311	SALES TAX PAYABLE	69.81	69.81
111-52111-111	DEPARTMENT SUPPLIES	279.19	0.00
111-52111-141	DEPARTMENT SUPPLIES	139.23	0.00
111-52111-142	DEPARTMENT SUPPLIES	1,088.89	0.00
111-52111-151	DEPARTMENT SUPPLIES	377.42	0.00
111-52111-171	DEPARTMENT SUPPLIES	477.92	0.00
111-52111-172	DEPARTMENT SUPPLIES	26.38	0.00
111-52121-111	JANITORIAL SUPPLIES	29.80	0.00
111-52121-141	JANITORIAL SUPPLIES	28.01	0.00
111-52121-142	JANITORIAL SUPPLIES	28.02	0.00
111-52121-151	JANITORIAL SUPPLIES	189.22	0.00
111-52163-142	INVESTIGATION SUPPLIES	111.00	0.00
111-52181-142	UNIFORMS & CLOTHING	364.31	0.00
111-52222-121	BOOKS	149.97	0.00
111-52222-151	BOOKS	46.81	0.00
111-52311-121	MEMBERSHIPS	125.00	0.00
111-52311-142	MEMBERSHIPS	50.00	0.00
111-52311-171	MEMBERSHIPS	60.00	0.00
111-52311-172	MEMBERSHIPS	60.00	0.00
111-52411-111	POSTAGE	12.06	0.00
111-52411-151	POSTAGE	500.00	0.00
111-52511-171	GASOLINE	1,595.94	0.00
111-52521-171	OTHER FUEL	2,137.32	0.00
111-53111-121	CONTRACTUAL SERVICES	1,492.75	0.00
111-53111-141	CONTRACTUAL SERVICES	250.00	0.00
111-53111-142	CONTRACTUAL SERVICES	1,797.00	0.00
111-53111-151	CONTRACTUAL SERVICES	631.77	0.00
111-53111-171	CONTRACTUAL SERVICES	8.00	0.00
111-53111-172	CONTRACTUAL SERVICES	150.00	0.00
111-53211-142	LEGAL FEES	27.50	0.00
111-53421-171	BUILDING MAINTENANCE	112.73	0.00
111-53421-172	BUILDING MAINTENANCE	1,124.42	0.00
111-53431-171	ELECTRICAL MAINTENAN...	739.25	0.00
111-53441-141	EQUIPMENT MAINTENAN...	103.50	0.00
111-53441-142	EQUIPMENT MAINTENAN...	319.50	0.00
111-53441-151	EQUIPMENT MAINTENAN...	209.04	0.00
111-53441-171	EQUIPMENT MAINTENAN...	172.62	0.00
111-53451-141	VEHICLE MAINTENANCE	571.37	0.00
111-53451-142	VEHICLE MAINTENANCE	290.28	0.00
111-53451-171	VEHICLE MAINTENANCE	3,900.05	0.00

## Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53471-171	GROUNDS MAINTENANCE	508.69	0.00
111-53511-111	ELECTRICITY	402.88	0.00
111-53511-141	ELECTRICITY	632.13	0.00
111-53511-142	ELECTRICITY	536.44	0.00
111-53511-151	ELECTRICITY	1,316.61	0.00
111-53511-171	ELECTRICITY	2,379.28	0.00
111-53511-172	ELECTRICITY	1,681.49	0.00
111-53551-171	STREET LIGHTS	100.40	0.00
111-53711-142	SCHOOL & CONFERENCE	609.25	0.00
111-53711-151	SCHOOL & CONFERENCE	10.00	0.00
111-53711-171	SCHOOL & CONFERENCE	221.00	0.00
111-53811-113	BONDING	100.00	0.00
111-54411-111	EQUIPMENT	7,959.04	0.00
211-52222-151	BOOKS	35.80	0.00
212-52111-212	DEPARTMENT SUPPLIES	2,959.92	0.00
212-52171-212	STREET REPAIR SUPPLIES	1,121.93	0.00
212-53441-212	EQUIPMENT MAINTENAN...	307.46	0.00
212-53451-212	VEHICLE MAINTENANCE	129.96	0.00
212-53491-212	STREET MAINTENANCE	2,497.50	0.00
212-53511-212	ELECTRICITY	687.75	0.00
212-53531-212	ELECTRIC POWER	1,878.15	0.00
212-53551-212	STREET LIGHTS	27,984.08	0.00
212-53711-212	SCHOOL & CONFERENCE	199.00	0.00
212-57110-212	DEBT SERVICE-PRINCIPAL	235,000.00	0.00
212-57115-212	DEBT SERVICE-INTEREST	4,318.75	0.00
213-52111-213	DEPARTMENT SUPPLIES	5.98	0.00
213-53211-213	LEGAL FEES	50.00	0.00
213-53431-213	ELECTRICAL MAINTENAN...	70.00	0.00
213-53441-213	EQUIPMENT MAINTENAN...	-28.38	0.00
213-53511-213	ELECTRICITY	529.07	0.00
215-52111-172	DEPARTMENT SUPPLIES	8.00	0.00
215-54991-142	GRANT EXPENSE	123.92	0.00
216-53551-000	STREET LIGHTS	85.42	0.00
321-57221-111	DEBT SVC(PRINC) - TIF	122,000.00	0.00
321-57222-111	DEBT SVC (INT) - TIF	3,745.00	0.00
621-52111-621	DEPARTMENT SUPPLIES	400.98	0.00
621-52411-621	POSTAGE	58.73	58.73
621-53111-621	CONTRACTUAL SERVICES	825.00	0.00
621-53193-621	DISPOSAL FEES	750.00	0.00
621-53451-621	VEHICLE MAINTENANCE	550.20	0.00
621-53511-621	ELECTRICITY	743.36	0.00
631-52111-631	DEPARTMENT SUPPLIES	819.90	0.00
631-52181-631	UNIFORMS & CLOTHING	63.99	0.00
631-52411-631	POSTAGE	58.73	58.73
631-53111-631	CONTRACTUAL SERVICES	45.00	0.00
631-53195-631	ADMIN COSTS & FEES	11,244.42	0.00
631-53421-631	BUILDING MAINTENANCE	151.60	0.00
631-53441-631	EQUIPMENT MAINTENAN...	241.82	0.00
631-53451-631	VEHICLE MAINTENANCE	300.33	0.00
631-53511-631	ELECTRICITY	1,165.42	0.00
631-53531-631	ELECTRIC POWER	13,959.65	0.00
631-53711-631	SCHOOL & CONFERENCE	390.00	0.00
631-54311-631	STRUCTURES	5,613.25	0.00
631-57110-631	DEBT SERVICE-PRINCIPAL	276,367.05	0.00
631-57115-631	DEBT SERVICE-INTEREST	46,578.30	0.00
641-21311	SALES TAX PAYABLE	28,400.29	28,400.29
641-21416	REFUNDS PAYABLE	204.10	0.00
641-52111-641	DEPARTMENT SUPPLIES	1,349.52	223.24

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>	<b>Payment Amount</b>
641-52117-641	SAMPLES	503.00	0.00
641-52311-641	MEMBERSHIPS	174.00	0.00
641-52411-641	POSTAGE	364.20	58.73
641-52611-641	CHEMICALS	1,588.90	0.00
641-53111-641	CONTRACTUAL SERVICES	20.38	0.00
641-53441-641	EQUIPMENT MAINTENAN...	561.75	0.00
641-53511-641	ELECTRICITY	178.65	0.00
641-53531-641	ELECTRIC POWER	7,603.12	0.00
661-21311	SALES TAX PAYABLE	99.84	99.84
661-52111-661	DEPARTMENT SUPPLIES	928.00	0.00
661-53111-661	CONTRACTUAL SERVICES	1,600.00	0.00
713-21517	POL UNION DUES EE PAY	378.00	378.00
713-21518	FIRE UNION DUES EE PAY	195.00	195.00
713-21523	LIFE INS EE PAYABLE	22.75	22.75
713-21524	SMEC EE PAYABLE	249.50	249.50
713-21527	WAGE ATTACHMENT EE ...	203.42	203.42
713-21529	DEFERRED COMP EE PAY	1,125.14	1,125.14
713-21534	DIS INC INS EE PAYABLE	25.95	25.95
812-53861-112	PREMIUM EXPENSE	38,066.98	0.00
812-53862-112	CLAIMS EXPENSE	39,615.05	0.00
812-53863-112	FLEXIBLE BENFT EXPENSES	464.39	0.00
	<b>Grand Total:</b>	<b>924,262.26</b>	<b>31,169.13</b>

**Project Account Summary**

<b>Project Account Key</b>	<b>Expense Amount</b>	<b>Payment Amount</b>
**None**	795,517.80	31,169.13
1114153421	1,124.42	0.00
2117452111	408.00	0.00
2117753471	283.39	0.00
2117753511	51.73	0.00
2122352111	8.00	0.00
21554991142	123.92	0.00
3111357221	24,542.17	0.00
3111357222	644.23	0.00
3111957221	7,019.59	0.00
3111957222	307.11	0.00
3112057221	43,417.88	0.00
3112057222	1,139.72	0.00
3112257221	23,980.41	0.00
3112257222	1,049.14	0.00
3112357221	6,523.51	0.00
3112357222	171.24	0.00
3112557221	1,076.88	0.00
3112557222	28.27	0.00
3112657221	15,439.56	0.00
3112657222	405.29	0.00
6002053111	1,000.00	0.00
	<b>Grand Total:</b>	<b>924,262.26</b>



# **City of Scottsbluff, Nebraska**

**Monday, December 2, 2013**

**Regular Meeting**

## **Item Pub. Hear.1**

**Council to conduct a public hearing as advertised for this date at 6:05 p.m. regarding the Preliminary Plat for Blocks 1, through 7, Reganis Subdivision a replat of Lots 1 & 2, Block 1, Idlewylde Addition and part of Block 1A, Scotts Bluff College Tract, and unplatted lands.**

Staff Contact: Annie Urdiales

# Agenda Statement

Item No.

For meeting of: December 2, 2013

**AGENDA TITLE:** Public Hearing for a preliminary plat of Blocks 1, through 7, Reganis Subdivision a replat of Lots 1 & 2, Block 1, Idlewylde Addition and part of Block 1A, Scotts Bluff College Tract, and unplatted lands situated in S ½ Section 13, T22N, R55W of the 6<sup>th</sup> P.M. in the City of Scottsbluff, Scotts Bluff County Nebraska.

**SUBMITTED BY DEPARTMENT/ORGANIZATION:** Development Services Department

**PRESENTATION BY:** Rick Kuckkahn

**SUMMARY EXPLANATION:** M. C. Schaff and Associates, engineers, for Tim & Virginia Reganis submitted a preliminary plat for the above stated property. The property consists of approximately 25.27 acres. City Staff and the City's Consultant have reviewed the plat and the plats meet existing city codes of the Residential and Commercial zoning districts.

**BOARD/COMMISSION RECOMMENDATION:** At a regular meeting held on November 12, 2013 the Planning Commission approved the preliminary plat and the Developer will comply with City of Scottsbluff specifications and street standards as required by city ordinance.

**STAFF RECOMMENDATION:** Approval of the Preliminary Plat, with conditions as noted for the entire subdivision is recommended at this time.

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### EXHIBITS

Resolution     Ordinance     Contract     Minutes x    Plan/Map x

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

**NOTIFICATION LIST:** Yes  No  Further Instructions   
Kelly Beatty, M.C. Schaff & Associates, 818 South Beltline Hwy E

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

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**Planning Commission Minutes**  
**Regular Scheduled Meeting**  
**November 12, 2013**  
**Scottsbluff, Nebraska**

The Planning Commission of the City of Scottsbluff, Nebraska met in a regular scheduled meeting on Tuesday, November 12, 2013, 6:00 p.m. in the City Hall Council Chambers, 2525 Circle Drive, Scottsbluff, Nebraska. A notice of the meeting had been published in the Star-Herald, a newspaper of general circulation in the City, on November 1, 2013. 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 Planning Commission meeting should contact the Development Services Department, and that an agenda of the meeting kept continuously current was available for public inspection at Development Services Department office; provided, the City Planning Commission could modify the agenda at the meeting if the business was determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been delivered to each Planning Commission member. An agenda kept continuously current was available for public inspection at the office of the Development Services Department at all times from publication to the time of the meeting.

**ITEM 1:** Vice Chairman, Becky Estrada called the meeting to order. Roll call consisted of the following members: Jim Zitterkopf, Henry Huber, Angie Aguallo, Dave Gompert, Dana Weber, Callan Wayman, Anita Chadwick, and Becky Estrada. Absent: Mark Westphal. City officials present: Annie Urdiales, Planning Administrator, Gary Batt, Code Administrator II, and Kent Hadenfeldt, City Attorney.

**ITEM 2:** Vice Chairman Estrada informed all those present of the Nebraska Open Meetings Act and that a copy of such is posted on the bulletin board in the back area of the City Council Chamber, for those interested parties.

**ITEM 3:** Acknowledgment of any changes in the agenda: Agenda Item # 7A - Ordinance to Vacate was withdrawn by property owner and will resubmit to Planning Commission at a later date.

**ITEM 4:** Business not on agenda: New commission members were introduced, David Gompert, Callan Wayman, and Mark Westphal (absent).

**ITEM 5:** Citizens with items not scheduled on regular agenda: None

**ITEM 6:** The minutes of 9/9/13 were reviewed and approved as distributed. A motion was made to accept the minutes by Zitterkopf and seconded by Weber. "YEAS": Zitterkopf, Aguallo, Chadwick, Huber, and Estrada. "NAYS": None. ABSTAIN: Gompert, and Wayman. ABSENT: Westphal. Motion carried.

**ITEM 7A:** The Planning Commission opened a public hearing for a preliminary plat of Blocks 1 through 7, Reganis Subdivision a replat of Lots 1 & 2, Block 1, Idlewylde Addition, and part of Block 1A, Scotts Bluff College Tract, and unplatted lands situated in the South ½ of Section 13 T22N, R55 W of the 6<sup>th</sup> P.M. The property is owned by Timothy & Virginia Reganis and they are represented by M.C. Schaff and Associates. The acreage (25.27 ± acres) is currently zoned R-1 Single Family Residential and C-2 Neighborhood Retail and Commercial. The preliminary plat was reviewed by City Staff and the City's Engineering Consultant and found to meet all City standards. The property is located on the north side of 27th Street, East of U.S. Highway 26, west of WNCC and south of Talisman Drive. A rezone request

49 adjusting zoning districts is included with the preliminary plat. The preliminary plat and proposed  
50 zoning meet the future land use map in the City's Comprehensive Development Plan.

51  
52 Clayton Neilson, representing Tim Reganis, answered questions regarding the preliminary plat. A round  
53 -a- bout is part of the plan which will help with the calming of traffic and divert commercial traffic from  
54 the residential area. The Scottsbluff Drain will be part of the improvements. Main access onto the  
55 property will be off of 27<sup>th</sup> Street, one of commercial lots will have additional access areas onto the  
56 business. The residential lots north of Wintercreek Drive will be a buffer to the commercial lots along  
57 with landscaping required through the City's code.

58  
59 **NOTE:** Commissioner Westphal arrived at the meeting 6:10 p.m.

60  
61 Larry McCaslin, 2601 Addison, addressed the Planning Commission. Mr. McCaslin spoke in favor of the  
62 development and asked that the Sheldon Heights Subdivision be included in the Developers Tax  
63 Increment Financing redevelopment plan. This would help the Sheldon Heights Subdivision to pave their  
64 streets, if they could get the City, the TIF Developer, & Sheldon Height's residents to share the costs, as  
65 Sheldon Heights would not qualify as a standalone TIF project.

66  
67 Kent Hadenfeldt, City Attorney, informed Mr. McCaslin that the Planning Commission could not take  
68 any action on the TIF Redevelopment plan as the only thing on the agenda for discussion was the  
69 Preliminary plat approval for the Reganis Subdivision. Mr. McCaslin can come back and address the  
70 Planning Commission when the Redevelopment Study is before the Commission.

71  
72 Mr. John Schafer also asked to address the Planning Commission regarding the Blight & Substandard  
73 Study designation. Chairperson Estrada informed Mr. Schafer that the Planning Commission will listen  
74 to his concerns at the time when the Redevelopment Study is brought before the Planning Commission.

75  
76 With no further questions or comments the public hearing for the preliminary plat was closed.

77  
78 **Conclusion:** A motion was made by Wayman and seconded by Chadwick to approve the preliminary  
79 plat of Blocks 1 through 7, Reganis Subdivision a replat of Lots 1 & 2, Block 1, Idlewyld Addition, and  
80 part of Block 1A, Scotts Bluff College Tract, and unplatted lands situated in the South ½ of Section 13  
81 T22N, R55 W of the 6<sup>th</sup> P.M. "YEAS": Zitterkopf, Chadwick, Huber, Wayman, Gompert, Weber,  
82 Aguillo, and Estrada. "NAYS": None. ABSTAIN: None. ABSENT: None. Motion carried.

83  
84 **ITEM 7B:** The Planning Commission opened a public hearing for a proposed rezone of property which  
85 is located within the Reganis Subdivision. The zone change will adjust existing zoning districts lines of a  
86 residential area consisting of .80 acres from commercial to residential and an area of 3.22 acres from  
87 residential to commercial. The zoning districts will be divided by Wintercreek Drive.

88  
89 No further comments were received and the public hearing for the proposed zone changes was closed.

90  
91 **Conclusion:** A motion was made by Aguillo and seconded by Chadwick to approve and make positive  
92 recommendation to City Council for the proposed rezoning of part of preliminary plat part of Block 2,  
93 part of Block 3 & part of Block 4 from R-1 to C-2, and part .80 acres of Wintercreek Drive from C-2 to  
94 R-1. (Map is attached) "YEAS": Zitterkopf, Chadwick, Huber, Wayman, Westphal, Gompert, Weber,  
95 Aguillo, and Estrada. "NAYS": None. ABSTAIN: None. ABSENT: None. Motion carried.

96

97 **Unfinished Business:** Election of officers a motion was made by Weber and seconded by Gompert to  
98 Nominate Becky Estrada has Chairperson. “YEAS”: Zitterkopf, Chadwick, Huber, Wayman, Westphal,  
99 Gompert, Weber, Aguallo, and Estrada. “NAYS”: None. ABSTAIN: None. ABSENT: None. Motion  
100 carried.

101  
102 A second motion was made by Weber and seconded by Chadwick to nominate Angie Aguallo as Vice  
103 Chairperson. “YEAS”: Zitterkopf, Chadwick, Huber, Wayman, Westphal, Gompert, Weber, Aguallo,  
104 and Estrada. “NAYS”: None. ABSTAIN: None. ABSENT: None. Motion carried.

105  
106 There being no further business the Planning Commission with a motion to adjourn made by Huber and  
107 seconded by Aguallo the meeting was adjourned at 6:35 p.m. “YEAS”: Huber, Wayman, Weber,  
108 Aguallo, Estrada, Chadwick, Zitterkopf, Westphal, and Estrada. NAYS: none. ABSENT: None. Motion  
109 carried.

110

111

112 \_\_\_\_\_  
Becky Estrada, Vice Chairperson

113

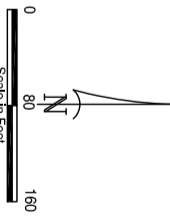
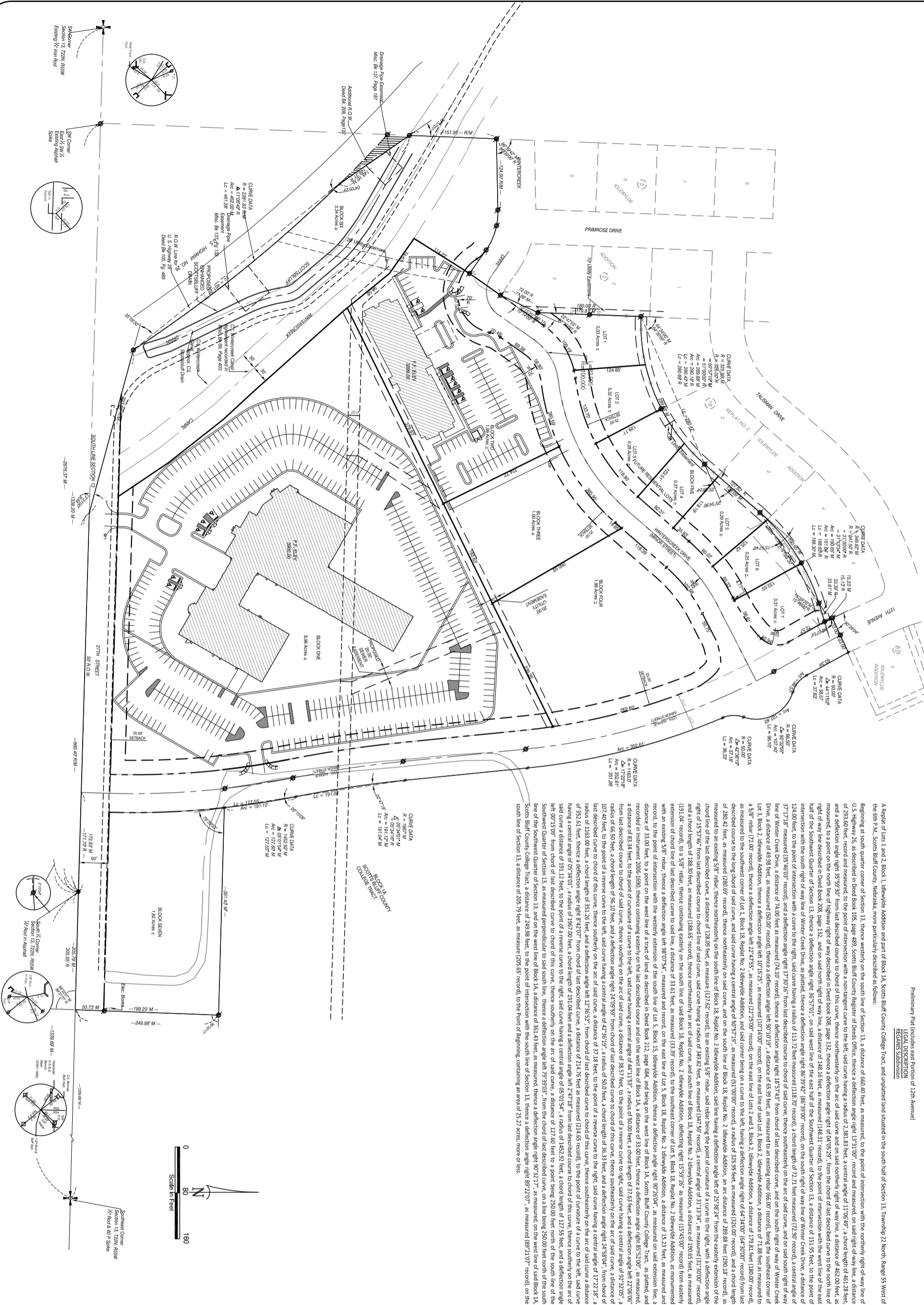
114 Attest: \_\_\_\_\_

115 Annie Urdiales

LEGAL DESCRIPTION  
REGANIS SUBDIVISION

A replat of Lots 1 and 2, Block 1, Idlewilde Addition and part of Block 14, Scots Bluff County College Tract, and unplatted land situated in the south half of Section 13, Township 22 North, Range 55 West of the 6th P.M., Scots Bluff County, Nebraska, more particularly described as follows:

Beginning at south quarter corner of Section 13, thence westerly on the south line of Section 13, a distance of 660.40 feet, as measured to the point of intersection with the northerly right-of-way line of U.S. Highway 26, as described in Deed Book 105, page 489, Scots Bluff County Register of Deeds Office, thence a deflection angle right 133°10'00", record and measured on said right-of-way line, a distance of 293.60 feet, record and measured to the point of intersection with a non-tangent curve to the left, said curve having a radius of 2,381.83 feet, a central angle of 110°05'49", a chord length of 461.28 feet, and a deflection angle right 35°59'30" from last described course to point of this curve, thence northwesterly on the arc of said curve and on said northerly right-of-way line, a distance of 462.00 feet, as measured to a point on the south line of highway right-of-way described in Deed Book 208, page 132, thence a deflection angle right 61°09'52", from the chord of last described curve to the south line of right-of-way the described in Deed Book 208, page 132, and on said north right-of-way line, a distance of 148.15 feet, as measured (148.15 feet), to the point of intersection with the west line of the east half of the Southwest Quarter of Section 13, a distance of 151.55 feet, to the point of intersection with the south right-of-way line of Winter Creek Drive, a distance of 124.00 feet, to the point of intersection with a curve to the right, said curve having a radius of 113.72 feet measured (118.70 record), a chord length of 72.71 feet measured (72.90 record), a central angle of 37°17'18" measured (35°46'05" record), and a deflection angle right 17°30'15" from last described course to chord of said curve, thence southeasterly on the arc of said curve, and on said south right-of-way line of Winter Creek Drive, a distance of 49.98 feet, as measured (50.00 record), thence a deflection angle right 10°15'25", as measured (10°14'00" record), on the east line of said Lot 3, Block 2, Idlewilde Addition, a distance of 71.88 feet as measured to a 5/8" rebar (72.00" record), thence a deflection angle left 22°27'55", as measured (22°25'00" record), on the east line of Lot 3, Block 2, Idlewilde Addition, a distance of 71.88 feet (180.00" record), as measured to the southwest corner of Lot 1, Block 18, Replat No. 2, Idlewilde Addition, and said curve being on a curve to the left, having a deflection angle right of 64°34'00" (64°30'00" record) from last described course to the long chord of said curve, and said curve having a central angle of 50°57'19", as measured (51°00'00" record), a radius of 325.95 feet, as measured (326.00" record), and a chord length of 280.42 feet, as measured (280.69" record), thence northwesterly on said curve, and on the south line of Block 18, Replat No. 2, Idlewilde Addition, an arc distance of 289.88 feet (290.18" record), as measured to an existing 5/8" rebar, thence northwesterly on the south line of Block 18, Replat No. 2, Idlewilde Addition, said line having a deflection angle left of 25°38'24" from the eastern extension of the chord line of the last described curve, a distance of 128.09 feet, as measured (127.67" record), to an existing 5/8" rebar, said rebar being the point of curvature of a curve to the right, with a deflection angle right of 15°57'46" from last described course to chord line of said curve, said curve having a radius of 348.82 feet, as measured (347.50" record), a central angle of 31°13'34", as measured (31°20'00" record), said a chord length of 188.30 feet, as measured (188.65" record), thence northwesterly arc of said curve, and south line of Block 18, Replat No. 2, Idlewilde Addition, a distance of 120.65 feet, as measured (119.10" record), to a 5/8" rebar, thence continuing easterly on the south line of Block 18, Replat No. 2, Idlewilde Addition, deflection right 15°59'28", as measured (15°54'00" record) from easterly extension of chord line of last described curve to said line, a distance of 33.61 feet, as measured (33.59" record), on the east line of Lot 3, Block 18, Replat No. 2, Idlewilde Addition, a distance of 15.23 feet, as measured and record to the point of intersection with the westerly extension of the south line of Lot 5, Block 15, Idlewilde Addition, thence a deflection angle right 90°28'04", as measured on said extension line, and a distance of 33.00 feet, to a point on the west line of a tract of land as described in Deed Book 212, page 684, and being on the west line of Block 14, Scots Bluff County College Tract, as platted, and recorded in instrument 2005-1650, thence continuing easterly on the last described course and on the west line of Block 14, Scots Bluff County College Tract, as platted, and a distance of 83.34 feet to the point of curvature of a curve to the left, said curve having a central angle of 44°11'53", a radius of 50.00 feet, a chord length of 37.63 feet, and a deflection angle left 22°06'06" from last described course to chord of said curve, thence southerly on the arc of said curve, a distance of 48.57 feet, to the point of a reverse curve to right, said curve having a central angle of 92°32'05", a radius of 65.50 feet, a chord length of 96.10 feet, and a deflection angle right 24°09'59" from chord of last described curve to chord of this curve, thence southeasterly on the arc of said curve, a distance of 107.40 feet, to the point of a reverse curve to the left, said curve having a central angle of 42°36'19", a radius of 50.0 feet, a chord length of 36.33 feet, and a deflection angle right 24°58'04", from chord of last described curve to chord of this curve, thence southerly on the arc of said curve, a distance of 37.18 feet, to the point of a reverse curve to the right, said curve having a central angle of 17°22'18", a radius of 116.00 feet, a chord length of 35.12 feet, and a deflection angle left 12°36'52" from chord of last described curve to chord of this curve, thence southeasterly on the arc of said curve, a distance of 352.61 feet, thence a deflection angle right 8°42'07" from chord of last described curve, a distance of 224.26 feet as measured (214.65" record), to the point of curvature of a curve to the left, said curve having a central angle of 05°34'01", a radius of 191.04 feet, and a deflection angle left 2°47'18" from last described course to chord of this curve, thence southerly on the arc of said curve, a distance of 191.13 feet, to the point of a reverse curve to the right, said curve having a central angle of 05°01'54", a radius of 1452.92 feet, a chord length of 127.55 feet, and a deflection angle left 00°15'09" from chord of last described curve to chord of this curve, thence southerly on the arc of said curve, a distance of 127.60 feet to a point being 250.00 feet north of the south line of the Southwest Quarter of Section 13, as measured perpendicular to said south line, thence a deflection angle left 9°39'03" from the chord of last described curve, on a line being 250.00 feet north of the south line of the Southwest Quarter of Section 13, and on the west line of Block 14, a distance of 351.43 feet, as measured, thence a deflection angle right 99°21'27", as measured on the west line of said Block 14, Scots Bluff County College Tract, a distance of 205.98 feet, to the point of intersection with the south line of Section 13, thence a deflection angle right 89°22'07", as measured (89°21'00" record), on the south line of Section 13, a distance of 205.73 feet, as measured (205.63" record), to the point of Beginning, containing an area of 155.27 acres, more or less.



**PROJECT: PRELIMINARY PLAT  
REGANIS SUBDIVISION  
SCOTTSBLUFF, NEBRASKA  
MASTER PLAN**

**CLIENT: TIM REGANIS**

**M. C. SCHAFF & ASSOCIATES, INC.**  
818 SOUTH BELTLINE HIGHWAY EAST  
SCOTTSBLUFF, NEBRASKA 69361

ENGINEERS ♦ PLANNERS ♦ DESIGNERS ♦ LAND SURVEYORS  
PH: 308-635-1926 FAX: 308-635-7807 INTERNET: WWW.MCSCHAFF.COM

**PROJECT NUMBER:** RM13001-000  
**PROJECT DATE:** SEPT. 30, 2013  
**PROJECT MGR:** D.S.  
**PROJECT TEAM:** D.S./C.L.N./K.B.

**SEAL**

DATE	REVISION

**SHEET 2 OF 6**  
**M-1**

**City of Scottsbluff, Nebraska**  
**Monday, December 2, 2013**  
**Regular Meeting**

**Item Pub. Hear.2**

**Council to conduct a Public Hearing as advertised for this date at 6:05 p.m. regarding the zone change requests for the Reganis Subdivision.**

**Staff Contact: Annie Urdiales**

# Agenda Statement

Item No.

For meeting of: December 2, 2013

**AGENDA TITLE:** Public Hearing for zone change request for Reganis Subdivision - .80 acres will be rezoned to Residential R-1 and 3.22 acres will be rezoned to C-2 (Neighborhood & Retail Commercial) these zone changes will adjust current zoning in this area.

**SUBMITTED BY DEPARTMENT/ORGANIZATION:** Development Services

**PRESENTATION BY:** Rick Kuckkahn

**SUMMARY EXPLANATION:** Public hearing for zone change request from property owners, Tim & Virginia Reganis to rezone proposed Lots & Blocks in the Reganis Subdivision 3.22 acres ± will be rezoned to C-2, from R-1 residential and .80 acres will be rezoned to R-1 from C-2 Commercial, this adjustment of the zoning districts will be at the centerline of the proposed Wintercreek Drive extension. The north side of the street will be zoned residential and the south half will be zoned commercial. The lots included in the zone change are part of proposed Blocks, 2, 3, & 4 (3.22 acre) rezoned to commercial and part of street right of way Winter Creek Drive (.08 acres) to residential. These parcels are located north of 27<sup>th</sup> Street, east of Highway 26, west of WNCC, and south of Talisman Drive. Surrounding properties are zoned Residential to the north, west and east, with an area zoned C-2 to the northwest. The City's comprehensive development plan future land use map designates the area as Business Center.

**BOARD/COMMISSION RECOMMENDATION: STAFF RECOMMENDATION:**

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### EXHIBITS

Resolution          Ordinance x    Contract                          Minutes          Plan/Map x

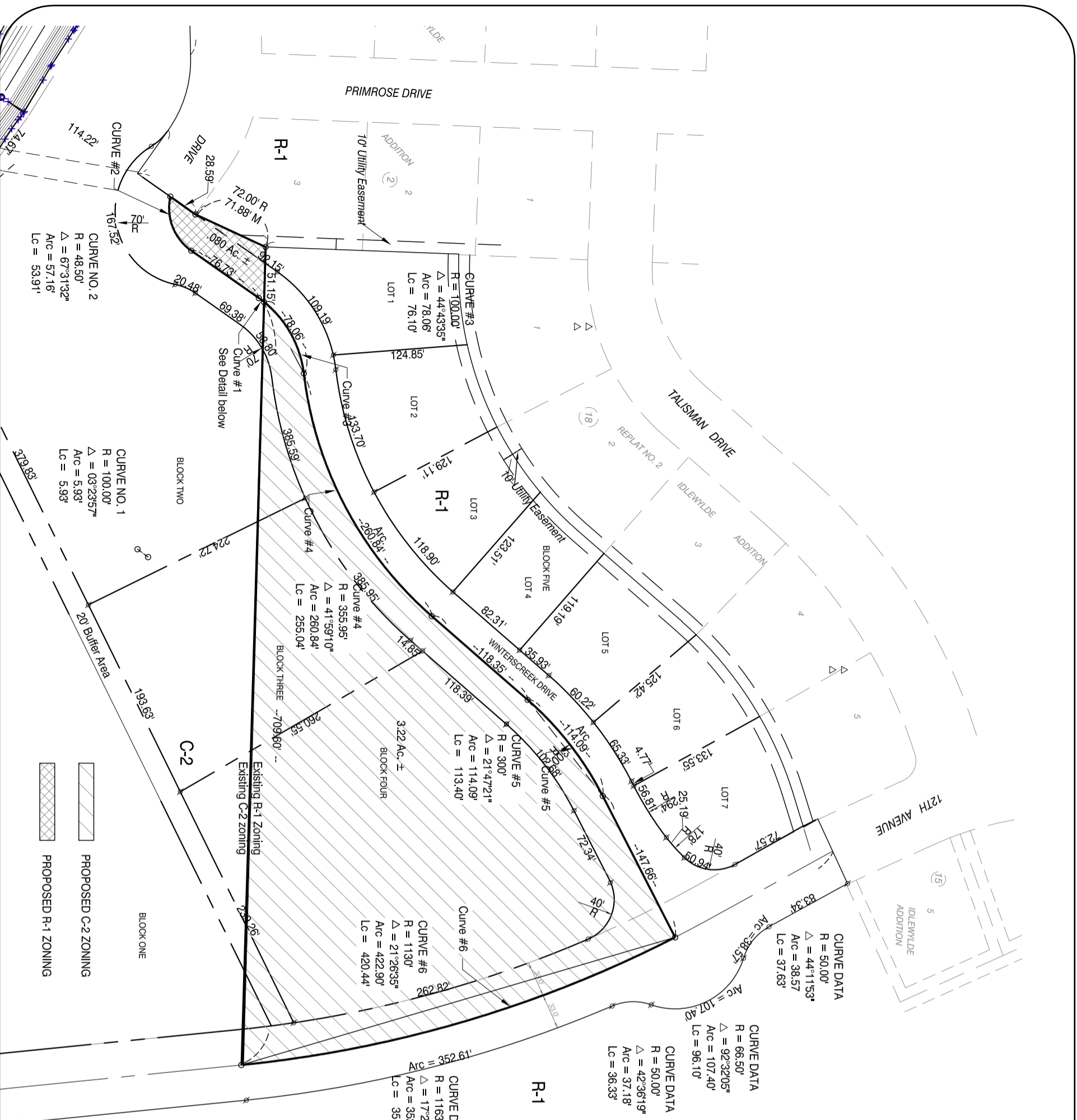
Other (specify)  \_\_\_\_\_

**NOTIFICATION LIST:** Yes    No     Further Instructions

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

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Reszone from C-2 to R-1

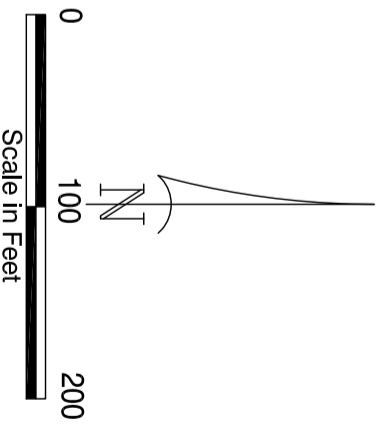
Legal Description

Beginning at the southeast corner of Lot 3, Block 2, Idlewilde Addition, in the City of Scottsbluff, Scotts Bluff County, Nebraska, thence northeasterly on the east line of said Lot 3, Block 2, a distance of 71.88 feet, as measured to a 5/8" rebar (72.00' record), thence a deflection angle right 66°47'36", a distance of 51.15 feet, to the point of intersection with a non-tangent curve to the left, said curve having a central angle of 03°23'57", a radius of 100.00 feet, a chord length of 5.93 feet, and a deflection angle right 125°04'24" from last described course to chord of this curve, thence southwesterly on the arc of said curve a distance of 5.93 feet, thence a deflection angle left 01°41'59" from chord of last described curve, a distance of 76.73 feet to point of curvature of a curve to the right, said curve having a central angle of 67°31'32", a radius of 48.50 feet, a chord length of 53.91 feet, and a deflection angle right 33°45'46", from last described course to chord of this curve, thence southwesterly on the arc of said curve, a distance of 57.16 feet, to the point of intersection with the west end of Winter Creek Drive, thence a deflection angle right 146°19'37" from chord of last described curve, and on the west end of the Winter Creek Drive, as platted, a distance of 28.59 feet, to the Point of Beginning, containing an area of 0.80 acres, more or less.

Reszone from R-1 to C-2

Legal Description

Commencing at the southeast corner of Lot 3, Block 2, Idlewilde Addition in the City of Scottsbluff, Scotts Bluff County, Nebraska, thence northeasterly on the east line of said Lot 3, Block 2, a distance of 71.88 feet, as measured to a 5/8" rebar (72.00' record), thence a deflection angle right 66°47'36", a distance of 51.15 feet, to the Point of Beginning, thence continuing easterly on last described course, a distance of 709.60 feet, to the point of intersection with the west line of a tract of land described in Deed Book 212, page 684, and said line also being the west line of Block 1A, Scotts Bluff County College Tract, as platted and recorded in Instrument 2006-1690, and said point being on a non-tangent curve to left, said curve having a central angle of 21°26'35", a radius of 1130.00 feet, a chord length of 420.44 feet, and a deflection angle left 108°05'24", from last described course to chord of this curve, thence northwesterly on the arc of said curve, and on the west line of said tract described in Deed Book 212, page 684, and being on the west line of Block 1A, a distance of 422.90 feet, thence a deflection angle left 100°43'17" from chord of last described curve, a distance of 147.66 feet, to the point of last described curve, a distance of 21°47'21", a radius of 300.00 feet, a chord length of 113.40 feet, and a deflection angle left 10°53'40", from last described course to chord of this curve, thence southwesterly on the arc of said curve, a distance of 114.09 feet, thence a deflection angle left 10°53'40" from chord of last described curve, a distance of 118.35 feet, to the point of curvature of curve to the right, said curve having a central angle of 41°59'10", a radius of 355.95 feet, a chord length of 255.04 feet, and a deflection angle right 21°06'25", from last described course to chord of this curve, thence southwesterly on the arc of said curve, a distance of 260.84 feet, to the point of a reverse curve to the left, said curve having a central angle of 44°43'35", a radius of 100.00 feet, a chord length of 76.10 feet, and a deflection angle left of 01°22'12", from chord of last described curve to chord of this curve, thence southwesterly on the arc of said curve, a distance of 78.06 feet, to the Point of Beginning, containing an area of 3.22 acres, more or less.



**M. C. SCHAFF & ASSOCIATES, INC.**  
 818 SOUTH BELTLINE HIGHWAY EAST  
 SCOTTSBLUFF, NEBRASKA 69361

ENGINEERS ♦ PLANNERS ♦ DESIGNERS ♦ LAND SURVEYORS  
 PH: 308-635-1926 FAX: 308-635-7807 INTERNET: WWW.MCSCHAFF.COM

**PROJECT:**  
**PRELIMINARY PLAT**  
**REGANIS SUBDIVISION**  
**SCOTTSBLUFF, NEBRASKA**  
**PROPOSED ZONING**

**CLIENT: TIM REGANIS**

**PROJECT NUMBER:**  
 RM130010-00

**PROJECT DATE:**  
 OCT 11, 2013

**PROJECT MGR:**  
 K.B.

**PROJECT TEAM:**

DATE	REVISION

SHEET 1 OF 1  
**2-1**

# **City of Scottsbluff, Nebraska**

**Monday, December 2, 2013**

**Regular Meeting**

## **Item Pub. Hear.3**

**Consider the Ordinance rezoning of .80 acres from C-2  
Commercial to R-1 Residential.**

**Staff Contact: Annie Urdiales**

# ORDINANCE RECORD

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE DEALING WITH ZONING, AMENDING SECTION 25-1-4 BY UPDATING THE OFFICIAL ZONING DISTRICT MAP TO SHOW THAT REAL ESTATE Beginning at the southeast corner of Lot 3, Block 2, Idlewylde Addition, in the City of Scottsbluff, Scotts Bluff County, Nebraska, thence northeasterly on the east line of said Lot 3, Block 2, a distance of 71.88 feet, as measured to a 5/8" rebar (72.00' record), thence a deflection angle right 66°47'36", a distance of 51.15 feet, to the point of intersection with a non-tangent curve to the left, said curve having a central angle of 03°23'57", a radius of 100.00 feet, a chord length of 5.93 feet, and a deflection angle right 125°04'24" from last described course to chord of this curve, thence southwesterly on the arc of said curve a distance of 5.93 feet, thence a deflection angle left 01°41'59" from chord of last described curve, a distance of 76.73 feet to point of curvature of a curve to the right, said curve having a central angle of 67°31'32", a radius of 48.50 feet, a chord length of 53.91 feet, and a deflection angle right 33°45'46", from last described course to chord of this curve, thence southwesterly on the arc of said curve, a distance of 57.16 feet, to the point of intersection with the platted west end of Winter Creek Drive, thence a deflection angle right 146°19'37" from chord of last described curve, and on the west end of the Winter Creek Drive, as platted, a distance of 28.59 feet, to the Point of Beginning, containing an area of 0.80 acres, more or less, WHICH IS CURRENTLY ZONED AS C-2, WILL NOW BE INCLUDED IN THE R-1 SINGLE FAMILY 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 December, 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.

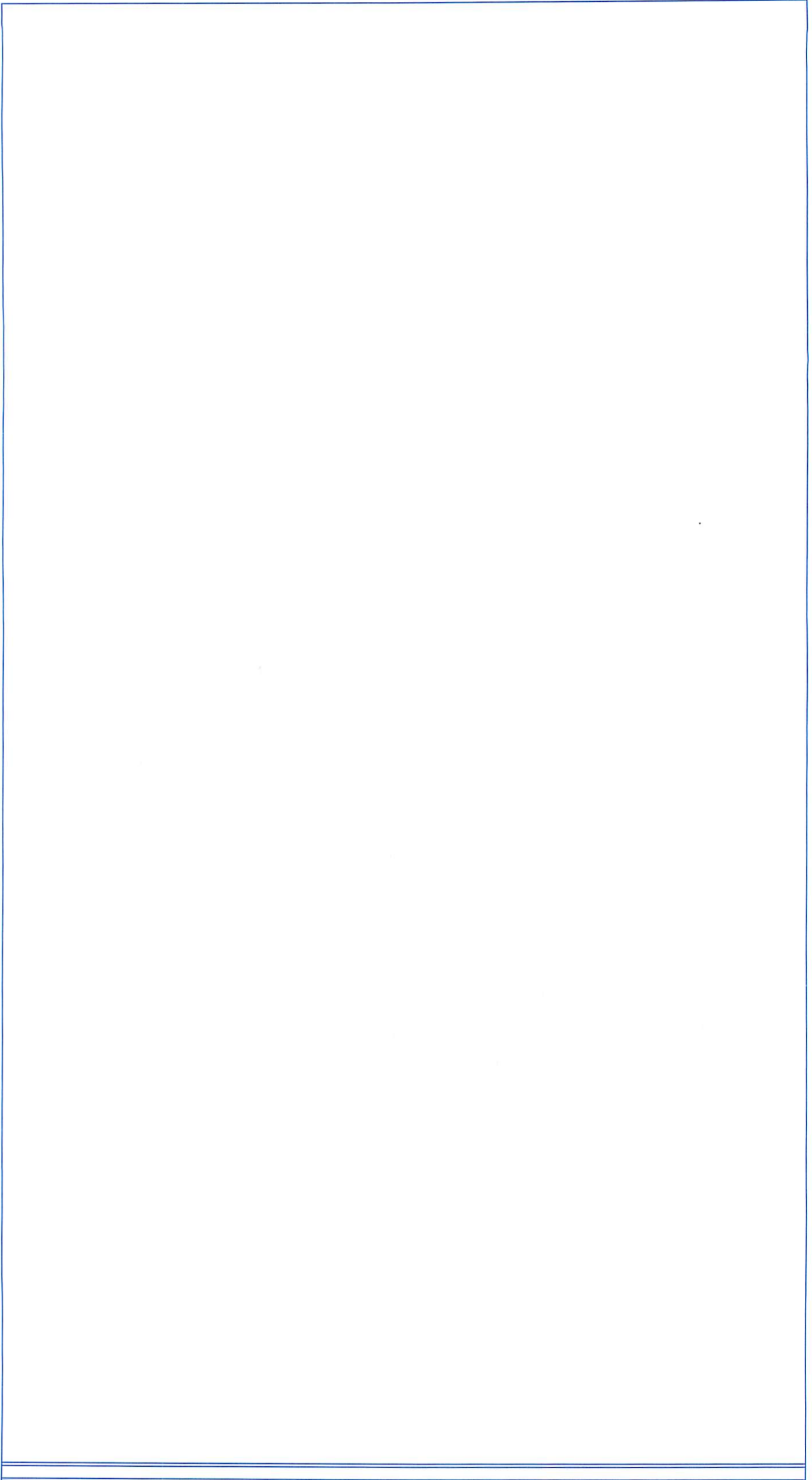
PASSED AND APPROVED on December \_\_\_\_, 2013.

\_\_\_\_\_  
Mayor

ATTEST:

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

(Seal)



**ORDINANCE RECORD**

# **City of Scottsbluff, Nebraska**

**Monday, December 2, 2013**

**Regular Meeting**

## **Item Pub. Hear.4**

**Consider the Ordinance rezoning of 3.22 acres from R-1 Residential to C-2 Neighborhood and Retail Commercial.**

**Staff Contact: Annie Urdiales**

# ORDINANCE RECORD

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE DEALING WITH ZONING, AMENDING SECTION 25-1-4 BY UPDATING THE OFFICIAL ZONING DISTRICT MAP TO SHOW THAT REAL ESTATE Commencing at the southeast corner of Lot 3, Block 2, Idlewylde Addition in the City of Scottsbluff, Scotts Bluff County, Nebraska, thence northeasterly on the east line of said Lot 3, Block 2, a distance of 71.88 feet, as measured to a 5/8" rebar (72.00' record), thence a deflection angle right 66°47'36", a distance of 51.15 feet, to the Point of Beginning, thence continuing easterly on last described course, a distance of 709.60 feet, to the point of intersection with the west line of a tract of land described in Deed Book 212, page 684, and said line also being the west line of Block 1A, Scotts Bluff County College Tract, as platted and recorded in Instrument 2006-1690, and said point being on a non-tangent curve to left, said curve having a central angle of 21°26'35", a radius of 1130.00 feet, a chord length of 420.44 feet, and a deflection angle left 108°05'24", from last described course to chord of this curve, thence northwesterly on the arc of said curve, and on the west line of said tract described in Deed Book 212, page 684, and being on the west line of Block 1A, a distance of 422.90 feet, thence a deflection angle left 100°43'17" from chord of last described curve, a distance of 147.66 feet, to the point of curvature of curve to the left, said curve having a central angle of 21°47'21", a radius of 300.00 feet, a chord length of 113.40 feet, and a deflection angle left 10°53'40", from last described course to chord of this curve, thence southwesterly on the arc of said curve, a distance of 114.09 feet, thence a deflection angle left 10°53'40" from chord of last described curve, a distance of 118.35 feet, to the point of curvature of curve to the right, said curve having a central angle of 41°59'10", a radius of 355.95 feet, a chord length of 255.04 feet, and a deflection angle right 21°06'25", from last described course to chord of this curve, thence southwesterly on the arc of said curve, a distance of 260.84 feet, to the point of a reverse curve to the left, said curve having a central angle of 44°43'35", a radius of 100.00 feet, a chord length of 76.10 feet, and a deflection angle left of 01°22'12", from chord of last described curve to chord of this curve, thence southwesterly on the arc of said curve, a distance of 78.06 feet, to the Point of Beginning, containing an area of 3.22 acres, more or less, WHICH IS CURRENTLY ZONED AS R-1, WILL NOW BE INCLUDED IN THE C-2 NEIGHBORHOOD AND RETAIL COMMERCIAL 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 December, 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.

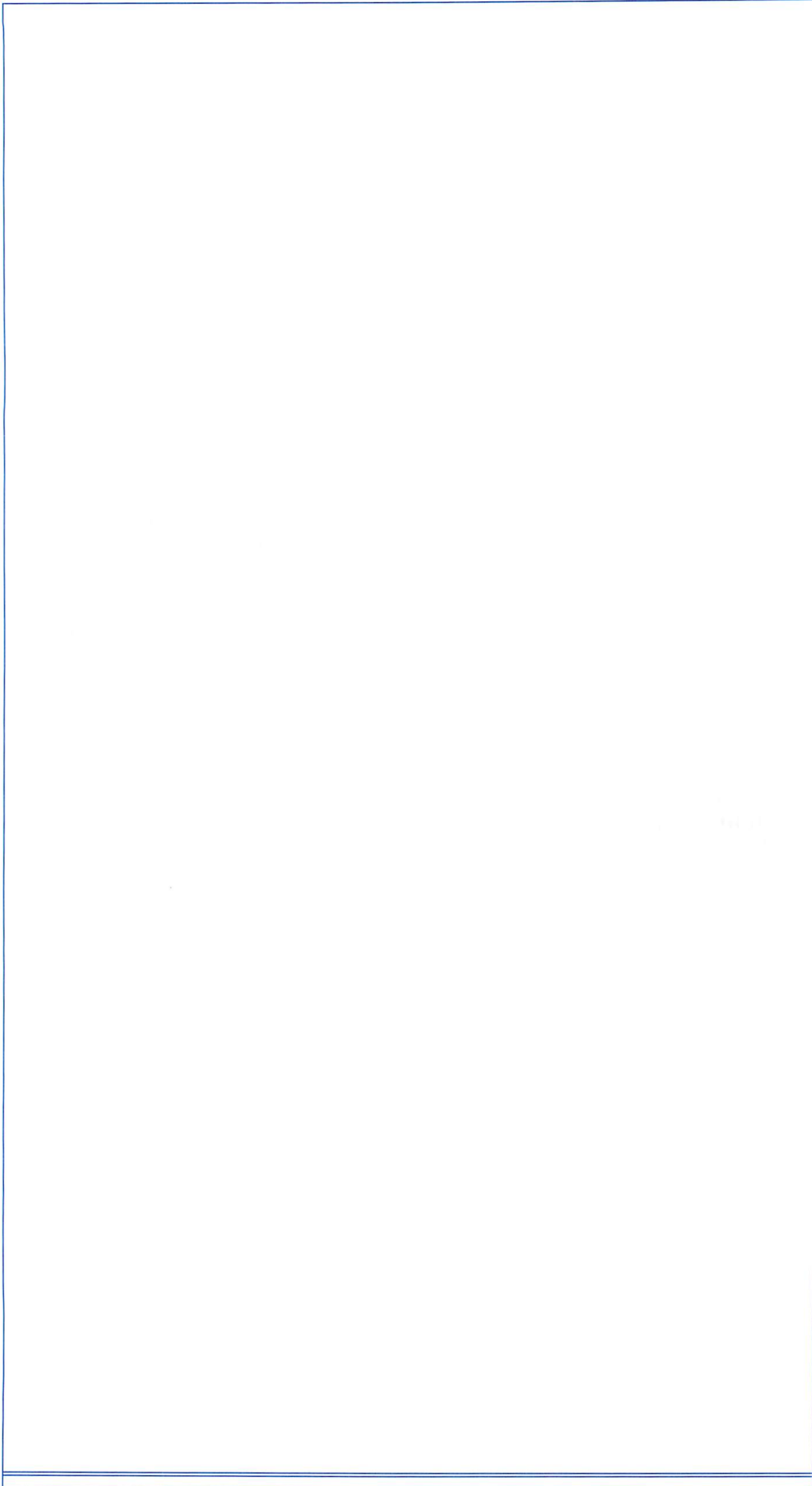
PASSED AND APPROVED on December \_\_\_\_\_, 2013.

\_\_\_\_\_  
Mayor

ATTEST:

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

(Seal)



**ORDINANCE RECORD**

**City of Scottsbluff, Nebraska**  
**Monday, December 2, 2013**  
**Regular Meeting**

**Item Public Inp1**

**Council to consider a request for a permit for a horse and carriage operation by Margaret Blaha and provide services to the public for a fee.**

Staff Contact: Rick Kuckkahn, City Manager



# **City of Scottsbluff, Nebraska**

**Monday, December 2, 2013**

**Regular Meeting**

## **Item Public Inp2**

**Council discussion and instructions to staff regarding a city ordinance which requires individual water and sewer taps for each building on a property.**

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



P.O. Box 1099  
Scottsbluff, NE 69363-1099  
Phone: 308-632-6188  
Fax: 308-632-7172  
Email: bcsteel@prairieweb.com

November 13, 2013

City of Scottsbluff  
2525 Circle Drive  
Scottsbluff, NE 69361

Skiles Industries, Inc.  
25111 Skyport Drive  
Scottsbluff, NE 69361

Dear Council Members,

We would like the opportunity to address the city ordinance that requires each building on a property to have its own water and sewer tap. The ordinance even applies if the property is commercial property under one owner ship and the same usage. With multiple taps would come multiple billings for the same owner at the same property, which would add extra expenses and confusion for the owner.

Thank you for your consideration,

Sincerely,

A handwritten signature in blue ink that reads 'Kelly Strey'.

Kelly Strey  
B&C Steel Corporation

# **City of Scottsbluff, Nebraska**

**Monday, December 2, 2013**

**Regular Meeting**

## **Item Bids1**

**Council to consider awarding the bid for a new Compost Windrow Turner for the Wastewater Department to N40, LLC, in the amount of \$340,600.00.**

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

# Agenda Statement

Item No.

For meeting of: December 2, 2013

**AGENDA TITLE:** Council to consider awarding the bid for a new Compost Windrow Turner for the Wastewater Department to N40, LLC, in the amount of \$340,600.00.

**SUBMITTED BY DEPARTMENT/ORGANIZATION:** Mark Bohl, Public Works Director

**PRESENTATION BY:** Rick Kuckkahn, City Manager

**SUMMARY EXPLANATION:** Three bids were received on October 29, 2013 for a new self-propelled 4 wheel drive Compost Windrow Turner. They are:

Vermeer	\$493,040
Power Screening	\$402,000 (alternate bid for used \$392,000)
N40, LLC	\$340,600 (working w/Murphy Tractor in Gering who's soon to be a dealer)

With N40, LLC having the lowest bid, City staff went on-site to personally evaluate equipment and performance. They find their bid to be the lowest and best bid to meet City needs.

The bid tabulation and bid sheets are attached for review. Complete bid proposal documents are on file with the City Clerk.

**BOARD/COMMISSION RECOMMENDATION:**

**STAFF RECOMMENDATION:** Award bid to N40, LLC for one, new, self-propelled 4 wheel drive Compost Windrow Turner in the amount of \$340,600 as being the lowest and best bid for the City.

---

**EXHIBITS**

Resolution  Ordinance  Contract  Minutes  Plan/Map

Other (specify)  Bid tabulation and bid sheets

**NOTIFICATION LIST:** Yes  No  Further Instructions

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

---

Rev 3/1/99CClerk

**BID TABULATION - COMPOST WINDROW TURNER**

<b>VENDOR</b>	<b>Vermeer Lincoln, NE</b>	<b>Power Screening Henderson, CO</b>	<b>Power Screening Henderson, CO</b>	<b>N40, LLC Avon, OH</b>
		<b>NEW</b>	<b>USED</b>	
COMPOST TURNER	\$ 503,040.00	\$ 429,000.00	\$ 419,000.00	\$ 380,600.00
Brown Bear Trade-in	\$ 2,500.00	\$ 9,500.00	\$ 9,500.00	\$ 24,000.00
Wildcat Turner Trade-in	\$ 7,500.00	\$ 17,500.00	\$ 17,500.00	\$ 16,000.00
	<b>\$ 493,040.00</b>	<b>\$ 402,000.00</b>	<b>\$ 392,000.00</b>	<b>\$ 340,600.00</b>

Murphy Tractor  
in Gering becoming  
a dealer.

**PROPOSAL FOR FURNISHING  
ONE (1), NEW SELF-PROPELLED 4 WHEEL DRIVE  
COMPOST WINDROW TURNER**

Mayor and City Council  
Scottsbluff, Nebraska

Gentlemen:

I (we) have examined the Notice to Bidders, dated October 7, 2013, Instructions to Bidders, and the Specifications, and submit the following proposal to furnish (1) One New, Self-Propelled, 4 Wheel Drive, Compost Windrow Turner for the Water Reclamation Department (Wastewater).

2014      Backhus      21.50      **Bid Price: \$** 380,600.00  
Year      Make      Model #

Trade in: One (1) Used 1998 Brown Bear, Model SC36B, 758 hours  
Less Trade-In Price for Brown Bear: \$ 24,000.00

One (1) Used 1998 Wildcat Compost Turner, Model LS117A,  
hours unknown.  
Less Trade-In Price for Wildcat Compost Turner: \$ 16,000.00

**Bid Price with Trade-Ins: \$** 340,600.00

My Bid for the described Self-Propelled 4 Wheel Drive Compost Windrow Turner with trade-ins is:  
Three Hundred Forty Thousand, Six Hundred Dollars  
(amount written out fully)

If the City places an order with my firm for the specified equipment, I hereby certify I will deliver a new unit on or before: March 17 2014 which meets the following specifications.  
Month      Day      Year

Signature of Bidder:  \_\_\_\_\_

Name of Bidder: Lyndell Pate \_\_\_\_\_

Company Represented by Bidder: N40, LLC \_\_\_\_\_

Address of Bidder: 1265 Lear Industrial Parkway Avon, OH 44011 \_\_\_\_\_

Telephone and FAX Number of Bidder: 440-937-0233      440-937-3411

*Murphy Tractor = future dealer*

**PROPOSAL FOR FURNISHING  
ONE (1), NEW SELF-PROPELLED 4 WHEEL DRIVE  
COMPOST WINDROW TURNER**

Mayor and City Council  
Scottsbluff, Nebraska

Gentlemen:

I (we) have examined the Notice to Bidders, dated October 7, 2013, Instructions to Bidders, and the Specifications, and submit the following proposal to furnish (1) One New, Self-Propelled, 4 Wheel Drive, Compost Windrow Turner for the Water Reclamation Department (Wastewater).

<u>2012</u>	<u>Komptech</u>	<u>X53 TopTurn</u>	Bid Price: \$ <u>419,000.00</u>
Year	Make	Model #	

Trade in: One (1) Used 1998 Brown Bear, Model SC36B, 758 hours  
Less Trade-In Price for Brown Bear: \$ <9,500.00>

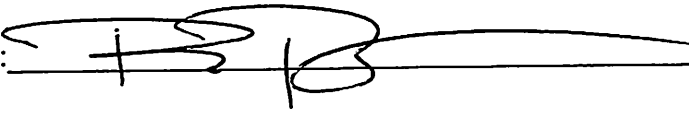
One (1) Used 1998 Wildcat Compost Turner, Model LS117A,  
hours unknown.  
Less Trade-In Price for Wildcat Compost Turner: \$ <17,500.00>

Bid Price with Trade-Ins: \$ 392,000.00

My Bid for the described Self-Propelled 4 Wheel Drive Compost Windrow Turner with trade-ins is:  
Three Hundred Ninety Two Thousand Dollars  
(amount written out fully)

\* Please See Attached Letter

If the City places an order with my firm for the specified equipment, I hereby certify I will deliver a new unit on or before: 11 - 30 - 2013 which meets the following specifications.  
Month Day Year

Signature of Bidder: 

Name of Bidder: Ryan Puckett

Company Represented by Bidder: Power Screening, LLC

Address of Bidder: 9725 Brighton Rd. Henderson, CO 80640

Telephone and FAX Number of Bidder: 303-287-0100

303-287-0090 (Fax)

# POWER SCREENING, LLC

screening and crushing

Colorado, Eastern Wyoming, New Mexico, Nebraska, Southwestern Kansas

10-29-2013

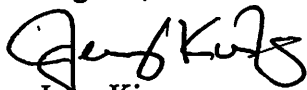
Mayor and City Council  
City of Scottsbluff  
2525 Circle Drive  
Scottsbluff, NE 69361

Dear Sirs,

In addition to our bid prices on the three machines you are requesting pricing on, we are offering an additional 3% cash discount on total net amount if all three machines are purchased from us as a "package". This cash discount can be applied equally to all three units or applied to one individually.

We appreciate the opportunity to quote Komptech USA products.

Regards,



Jerry King  
POWERSCREENING, LLC



P.O.Box 192 • Henderson, CO 80640 • 303.287.0100 • Fax 303.287.0090

[www.powerscreening.com](http://www.powerscreening.com)





**PROPOSAL FOR FURNISHING  
ONE (1), NEW SELF-PROPELLED 4 WHEEL DRIVE  
COMPOST WINDROW TURNER**

Mayor and City Council  
Scottsbluff, Nebraska

Gentlemen:

I (we) have examined the Notice to Bidders, dated October 7, 2013, Instructions to Bidders, and the Specifications, and submit the following proposal to furnish (1) One New, Self-Propelled, 4 Wheel Drive, Compost Windrow Turner for the Water Reclamation Department (Wastewater).

2013      Komptech      X53 TopTurn      Bid Price: \$ 429,000.00  
Year      Make      Model #

Trade in: One (1) Used 1998 Brown Bear, Model SC36B, 758 hours  
Less Trade-In Price for Brown Bear: \$ <9,500.00>

One (1) Used 1998 Wildcat Compost Turner, Model LS117A,  
hours unknown.  
Less Trade-In Price for Wildcat Compost Turner: \$ <17,500.00>

Bid Price with Trade-Ins: \$ 402,000.00


My Bid for the described Self-Propelled 4 Wheel Drive Compost Windrow Turner with trade-ins is:

Four Hundred Two Thousand Dollars  
(amount written out fully)

\*Please See Attached Letter

If the City places an order with my firm for the specified equipment, I hereby certify I will deliver a new unit on or before: 12 - 31 - 2013 which meets the following specifications.

Month      Day      Year

Signature of Bidder: 

Name of Bidder: Ryan Puckett

Company Represented by Bidder: Power Screening, LLC

Address of Bidder: 9725 Brighton Rd. Henderson, CO 80640

Telephone and FAX Number of Bidder: 303-287-0100

303-287-0090 (Fax)

# POWER SCREENING, LLC

screening and crushing

Colorado, Eastern Wyoming, New Mexico, Nebraska, Southwestern Kansas

10-29-2013

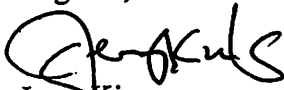
Mayor and City Council  
City of Scottsbluff  
2525 Circle Drive  
Scottsbluff, NE 69361

Dear Sirs,

In addition to our bid prices on the three machines you are requesting pricing on, we are offering an additional 3% cash discount on total net amount if all three machines are purchased from us as a "package". This cash discount can be applied equally to all three units or applied to one individually.

We appreciate the opportunity to quote Komptech USA products.

Regards,



Jerry King  
POWERSCREENING, LLC



**KOMPTECH**  
TECHNOLOGY FOR A BETTER ENVIRONMENT

P.O.Box 192 • Henderson, CO 80640 • 303.287.0100 • Fax 303.287.0090

[www.powerscreening.com](http://www.powerscreening.com)



**PROPOSAL FOR FURNISHING  
ONE (1), NEW SELF-PROPELLED 4 WHEEL DRIVE  
COMPOST WINDROW TURNER**

Mayor and City Council  
Scottsbluff, Nebraska

Gentlemen:

I (we) have examined the Notice to Bidders, dated October 7, 2013, Instructions to Bidders, and the Specifications, and submit the following proposal to furnish (1) One New, Self-Propelled, 4 Wheel Drive, Compost Windrow Turner for the Water Reclamation Department (Wastewater).

<u>2014</u>	<u>Vermeer</u>	<u>7-18</u>	<b>Bid Price: \$</b> <u>503,040.00</u>
Year	Make	Model #	


Trade in: One (1) Used 1998 Brown Bear, Model SC36B, 758 hours  
Less Trade-In Price for Brown Bear: \$ 2,500.00

One (1) Used 1998 Wildcat Compost Turner, Model LS117A,  
hours unknown.  
Less Trade-In Price for Wildcat Compost Turner: \$ 7,500.00

**Bid Price with Trade-Ins: \$** 493,040.00

My Bid for the described Self-Propelled 4 Wheel Drive Compost Windrow Turner with trade-ins is:  
Four Hundred Ninety Three Thousand Forty Dollars  
(amount written out fully)

If the City places an order with my firm for the specified equipment, I hereby certify I will deliver a new unit on or before: 120 Days A.R.O. which meets the following specifications.  
Month                  Day                  Year

Signature of Bidder: 

Name of Bidder: Kevin Dauel

Company Represented by Bidder: Vermeer High Plains

Address of Bidder: 5700 N 70th Street    Lincoln NE    68507

Telephone and FAX Number of Bidder: (402) 467-5396                  (402) 467-2207

# POWER SCREENING, LLC

screening and crushing

Colorado, Eastern Wyoming, New Mexico, Nebraska, Southwestern Kansas

11-26-2013

City of Scottsbluff  
City Council Members  
2525 Circle Drive  
Scottsbluff, NE 69361

Dear Mr. Randy Meininger  
Mr. Raymond Gonzales  
Mr. Scott Shaver  
Mr. Mark McCarthy

RE: Composting Equipment Bids / Windrow Turner – Star Screen – Shredder

We have been informed by your Environmental Services Division that on December 2, 2013 the recommendation will be made for your approval to purchase the low cost machines for each of the above bids. This being the case, we will like to file a formal protest with the council. It is our contention that we are the only responsible responsive bidder that complies with all specifications contained within the bid.

In the General Bidders instructions of the bids, it states that “consideration will not be confined to price only” yet consideration of these non-compliant machines has put us at a disadvantage where “meeting the exact requirements” of the bid means nothing. Had we known that the City would accept “lesser” quality and productive machines, we could have offered low cost options as well.

We understand that the initial dollar difference is significant; however the perceived short term savings could easily be consumed in long term costs and performance shortcomings. Please consider as contained in the general bidder instructions:

**Standardization:** Our bid package contains three products all from the same manufacturer. Komptech USA, located in Westminster, CO is the North American branch of the factory. We are their authorized distributor. The low price bids are from three different manufacturers being represented by a franchise (Doppstadt USA) selling through a third party distributor (Murphy Tractor).....three layers for each product you are purchasing. We are the responsible bidder for long term equipment support as you can rely on one manufacturer for training, parts and service support.

**Production:** It seems that the production requirements have changed since the bids were sent out. Suddenly, the city is willing to scale back production by accepting smaller machines with lesser capabilities. What happens when production capacities cannot be handled by the low cost units? Replacing them prematurely will prove costly. In acceptance of smaller and lesser productive machines, no provision can be made for increased production. Some on site capabilities, such as grinding large stumps will have to be sacrificed. Will the NDEQ and neighbors continue to allow you to burn them? Will the low cost providers be able to handle the bio solids as to make them a non-issue with permit compliance?



P.O.Box 192 • Henderson, CO 80640 • 303.287.0100 • Fax 303.287.0090  
[www.powerscreening.com](http://www.powerscreening.com)



**Machine Quality:** Komptech produces a quality field proven product with features and benefits that add value to each piece. Many of these features are contained as standard equipment in the units we bid. We have provided a lengthy comparison to your Environmental Services Division for their review. We would welcome the opportunity to sit and discuss the features and benefits of our units as compared to the low cost providers. We also have demonstrated two of the three units on your site. Your operations have seen firsthand what our units will do. Viewing a prospective machine on a staged site with ideal conditions is not a true comparison for a purchase of this dollar size.

**Machine Specifications:** We respectfully submit that the low cost units bid are not “equal or superior” in any way as compared to our units. The following are only a few key important items that should be considered:

### Crambo 3400 Shredder

-Ability to mix and blend while shredding. This is very important for biosolids because you need a good homogeneous product for active compost as well as reducing odors by having pockets of anaerobic biosolids material.

-Large hopper and dual shafts are more aggressive and will allow the city to process the big stumps and larger materials that come into the facility.

-Better shredded material provides better porosity in the windrow which is important for biosolid composting. The Doppstadt will produce chunks which provide less air movement and greater chance of odors. Their single shaft only has 14 teeth on it. Our dual shaft unit has 134.

### Topturn X53 Windrow Turner

-Larger diameter rotor 47.7” vs. 39.4 “ allows for a bigger windrow.

-Ability to produce a higher peaked windrow. The X53 will peak a windrow up to 8.5 feet were the 21.50 will only go up to 7.9 feet. A higher peaked windrow creates more of a chimney effect and increases airflow throughout the pile.

-Patented scraper bar. This bar behind the rotor picks up all of the compost. The very bottom of the pile if left unturned becomes anaerobic and releases foul odors.

-More HP, more torque. With biosolids, the material is very dense, so in order to turn this material you need the proper amount of HP and torque. The X53 has 100 more HP, and in excess of 500 ft/lbs more of torque for better performance in denser material.

### M2 Starscreen

-Komptech Patented “cleanstar” prevents clogging of screen when running wet and sticky material like biosolids.

-Three section electronic drive vs. hydraulic two sections. With three independent sections of the deck powered electrically, the M2 can fine tune for very sticky wet biosolids, where a hydraulic two section screen can only move at one constant speed, reducing the ability to adapt to varying material.



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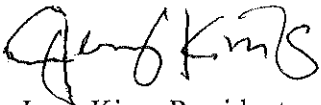


-Dosing drum vs. screw roller feeder. The M2 dosing drum beats up the clumpy material that often comes with biosolids compost. The low cost MA2 has a screw feeder that does not do this.

-Steeper incline deck. The low cost option has a steeper inclined deck which means the material has to work harder to move uphill, producing a bigger finished product and increase the dinking effect on sticky material.

In summary, the bids as submitted per the City's specifications by Power Screening, LLC for the Komptech products are the only machines that meet the City's specifications. As the only responsible responsive bidder, Power Screening, LLC should be favored with the award for each. We ask the council to consider all of the factors mentioned above and not award the purchase to the non-compliant low cost products. Fiscal responsibility should include long term considerations. Your current equipment restricts the capabilities of your operation. A new facility's efficiencies shouldn't be restricted upon onset by equipment that will not allow for future growth.

Sincerely,



Jerry King, President  
POWER SCREENING, LLC



P.O.Box 192 • Henderson, CO 80640 • 303.287.0100 • Fax 303.287.0090

[www.powerscreening.com](http://www.powerscreening.com)



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



TELEPHONE · (308) 630-6292  
E-MAIL · lgarton@scottsbluff.org  
WEBSITE · www.scottsbluff.org

---

November 26, 2013

To: Rick Kuckkan, City Manager

From: Lynn Garton, Wastewater Supervisor

Cc: Nathan Johnson, Assistant City Manager  
Mark Bohl, Public Works Director  
Cindy Dickinson, City Clerk

Re: Power Screening, LLC Letter

In reference to Mr. Kings letter dated November 26, 2013 pertaining to the compost equipment bids. I would like to take a minute and address a few of the issues outlined. When we began the process of investigating the purchase of new equipment for our compost operation, we really only had 3 parties that we could find interested to demo equipment and or close that supplied such equipment. Those 3 being Vermeer, Midwest Bio-Systems and Komptech. Based on our findings during our initial investigation (equipment service, reliability and estimated cost) it was decided to write the bid based upon the Komptech machines. Upon approval and release of the bid spec, Murphy Tractor (locally owned and operated business) approached us about equipment that they represented that we were not even aware they supplied. At that time I told them we would be more than willing to look at the equipment if upon receipt of their bid it proved to be in the best interest of the City. At bid opening on the 29<sup>th</sup> of November it became obvious with the substantially lower bid that we would need to investigate the equipment being supplied by Murphy Tractor. Cody Isom was able to visit sites in Texas and Ohio to view all 3 pieces of equipment in operation at sites similar to ours and discuss the machines operation and maintenance with site operators. Based upon Cody's findings, equipment specification, trade in values and lowest bid price we feel that this equipment will serve our needs and give us many years of service at a substantial savings over the competitors.

Ryan Puckett with Power Screening LLC, that represents the Komptech equipment bid stopped in my office on November 19<sup>th</sup> to talk about the bid and when it would be awarded. I explained to him that after we had done our due diligence in investigating all our possibilities in the bid submissions we had decided it was in the best interest of the City of Scottsbluff to recommend to Council the award of the bid to Murphy Tractor. As you can imagine he was not happy about our decision and was looking for any means to convince us that we should spend the additional funds to purchase their equipment. I did explain to him that we had other issues in regards to our site permitted that just did not justify me arguing the fact to spend the additional funds he was requesting

In reference to Mr. King's statement pertaining to the General Bidding Instruction it actually reads as follows:

- The City of Scottsbluff has evaluated different types of equipment and has determined that this product is best suited for its needs in safety, quality, performance and standardization. This specification is not to be interpreted as restrictive, but rather as a measure of the safety, quality and performance against which all equipment bids will be compared. In comparing proposals, consideration will not be confined to price only. Contract will be awarded for the product, which best serves the interests of the City of Scottsbluff when cost, product, safety, quality and delivery are considered. The City of Scottsbluff reserves the right to reject any or all bids or any part thereof, and to waive any minor technicalities. A contract will be awarded to the bidder submitting the lowest responsible bid meeting the exact requirements of this specification.

As for his statement of us considering these non-compliant machines placing them at a disadvantage in the bidding process and stating they would have considered offering low cost options, they did offer a used machine at still a much larger cost than the machine we are now considering. At no time during our many meetings, demo's or discussions leading up to the writing of the spec did Ryan Puckett, Sales rep for Power Screening offer us any other alternative than what was originally specified.

As for Standardization; Murphy Tractor does represent Doppstadt USA and are locally owned within 20 minutes of our site and are held to the same standard as outlined in the bid spec for long term equipment support, training, parts and service support.

As for Production; in no way have we indicated that production requirements have changed since the bid was released. The statements made in this section simply reflect their frustration in not receiving the bid recommendation. The units that we have looked at and are recommending will accomplish the same tasks as the machines they have proposed for bid. We were very diligent as we investigated the machines offered by Murphy Tractor to ensure we would be able to meet all our needs at the site. As for the last (2) two questions in this statement, both are irrelevant to our operations with the direction we have outlined in the development of the new site.

As for the rest of the body of the letter, it simply outlines a few minor issues that we do not feel are factors that would hinder our operations in any way or form.

Both Cody and I feel comfortable with our decision which leaves us with some \$635,000 in our budgets that could, upon Council approval, be used toward developing our site and allow us to obtain our permit in a quick and timely manner. I have attached a spread sheet for your convenience showing the cost difference of the bids and the savings for each Wastewater and Environmental Services.

If you have any questions or comments feel free to contact me at your convenience.



**City of Scottsbluff, Nebraska**  
**Monday, December 2, 2013**  
**Regular Meeting**

**Item Bids2**

**Council to consider awarding the bid for a new low speed, high torque Shredder for the Environmental Services Department to Murphy Tractor in the amount of \$322,499.00.**

Staff Contact: Mark Bohl, Public Works Director

# Agenda Statement

Item No.

For meeting of: December 2, 2013

**AGENDA TITLE:** Council to consider awarding the bid for a new low speed, high torque Shredder for the Environmental Services Department to Murphy Tractor in the amount of \$322,499.00.

**SUBMITTED BY DEPARTMENT/ORGANIZATION:** Mark Bohl, Public Works Director

**PRESENTATION BY:** Rick Kuckkahn, City Manager

**SUMMARY EXPLANATION:** Three bids were received on October 29, 2013 for a new low speed, high torque Shredder. They are:

Vermeer	\$469,055 (\$334,709 without tracks)
Power Screening	\$466,000
Murphy Tractor	\$322,499

With Murphy Tractor having the lowest bid, City staff went on-site to personally evaluate equipment and performance. They find their bid to be the lowest and best bid to meet City needs.

The bid tabulation and bid sheets are attached for review. Complete bid proposal documents are on file with the City Clerk.

**BOARD/COMMISSION RECOMMENDATION:**

**STAFF RECOMMENDATION:** Award bid to Murphy Tractor for one, new, low speed, high torque Shredder in the amount of \$322,499 as being the lowest and best bid for the City.

---

**EXHIBITS**

Resolution  Ordinance  Contract  Minutes  Plan/Map

Other (specify)  Bid tabulation and bid sheets

**NOTIFICATION LIST:** Yes  No  Further Instructions

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

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Rev 3/1/99CClerk

**BID TABULATION - LOW SPEED, HIGH TORQUE SHREDDER**

<b>VENDOR</b>	<b>Vermeer Lincoln, NE</b>	<b>Vermeer Lincoln, NE</b>	<b>Power Screening Henderson, CO</b>	<b>Murphy Tractor Gering, NE</b>
	w/o Tracks	w/Tracks		
SHREDDER	\$ 389,709.00	\$ 524,055.00	\$ 512,000.00	\$ 387,499.00
Morbark Trade-in	\$ 55,000.00	\$ 55,000.00	\$ 46,000.00	\$ 65,000.00
	\$ 334,709.00	\$ 469,055.00	\$ 466,000.00	\$ 322,499.00

Vermeer shredder high speed

**PROPOSAL FOR FURNISHING  
ONE (1) NEW, LOW SPEED, HIGH TORQUE SHEDDER**

Mayor and City Council  
Scottsbluff, Nebraska

Gentlemen: OPTION #1  
(WITH TRACKS)

I (we) have examined the Notice to Bidders, dated October 7, 2013, Instructions to Bidders, and the Specifications, and submit the following proposal to furnish One (1) New, Low Speed, High Torque Shredder for the Environmental Services Department.

<u>2014</u>	<u>Vermeer</u>	<u>HG400TX (with Tracks)</u>	<b>Bid Price: \$</b> <u>524,055.00</u>
Year	Make	Model #	

Trade in: One (1) Used 2005 Morbark, Model 3600 Wood Hog.  
Less Trade-In Price for Wood Hog: \$55,000.00

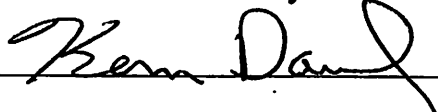
**Bid Price with Trade-In: \$** 469,055.00

My Bid for the described Low Speed, High Torque Shredder with trade-in is:

Four hundred Sixty Nine Thousand Fifty Five Dollars  
(amount written out fully)

If the City places an order with my firm for the specified equipment, I hereby certify I will deliver a new Equipment on or before: 120 Days A.R.O. which meets the following specifications.

Month                  Day                  Year

Signature of Bidder: 

Name of Bidder: Kevin Dauel

Company Represented by Bidder: Vermeer High Plains

Address of Bidder: 5700 N 70th Street Lincoln NE 68504

Telephone and FAX Number of Bidder: (402) 467-5396                  (402) 467-2207

**PROPOSAL FOR FURNISHING  
ONE (1) NEW, LOW SPEED, HIGH TORQUE SHEDDER**

Mayor and City Council  
Scottsbluff, Nebraska

Gentlemen:

**OPTION #2  
(NO TRACKS)**

I (we) have examined the Notice to Bidders, dated October 7, 2013, Instructions to Bidders, and the Specifications, and submit the following proposal to furnish One (1) New, Low Speed, High Torque Shredder for the Environmental Services Department.

2014      Vermeer      HG4000 (no Tracks)      **Bid Price: \$** 389,709.00  
Year      Make      Model #

Trade in: One (1) Used 2005 Morbark, Model 3600 Wood Hog.  
Less Trade-In Price for Wood Hog:

\$ 55,000.00

**Bid Price with Trade-In: \$** 334,709.00

My Bid for the described Low Speed, High Torque Shredder with trade-in is:

Three Hundred Thirty Four Thousand Seven Hundred Nine Dollars  
(amount written out fully)

If the City places an order with my firm for the specified equipment, I hereby certify I will deliver a new Equipment on or before: 120 Days A.R.O. which meets the following specifications.

Month      Day      Year

Signature of Bidder: Kevin Dauel

Name of Bidder: Kevin Dauel

Company Represented by Bidder: Vermeer High Plains

Address of Bidder: 5700 N 70th Street Lincoln NE 68507

Telephone and FAX Number of Bidder: (402) 467-5396 (402) 467-2207

**PROPOSAL FOR FURNISHING  
ONE (1) NEW, LOW SPEED, HIGH TORQUE SHEDDER**

Mayor and City Council  
Scottsbluff, Nebraska

Gentlemen:

I (we) have examined the Notice to Bidders, dated October 7, 2013, Instructions to Bidders, and the Specifications, and submit the following proposal to furnish One (1) New, Low Speed, High Torque Shredder for the Environmental Services Department.

2014      Crambo      3400      Bid Price: \$ 512,000.00  
Year      Make      Model #

Trade in: One (1) Used 2005 Morbark, Model 3600 Wood Hog.  
Less Trade-In Price for Trammel Screen: \$ <46,000.00>

Bid Price with Trade-In: \$ 466,000.00

My Bid for the described Low Speed, High Torque Shredder with trade-in is:  
Four Hundred Sixty Six Thousand Dollars  
(amount written out fully)

\* Please See Attached Letter.

If the City places an order with my firm for the specified equipment, I hereby certify I will deliver a new unit on or before: 2 - 25 - 2014 which meets the following specifications.  
Month      Day      Year

Signature of Bidder: 

Name of Bidder: Ryan Puckett

Company Represented by Bidder: Power Screening, LLC

Address of Bidder: 9725 Brighton Rd. Henderson, CO 80640

Telephone and FAX Number of Bidder: 303-287-0100

303-287-0090 (Fax)

# POWER SCREENING, LLC

screening and crushing

Colorado, Eastern Wyoming, New Mexico, Nebraska, Southwestern Kansas

10-29-2013

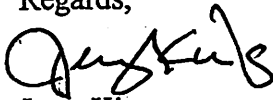
Mayor and City Council  
City of Scottsbluff  
2525 Circle Drive  
Scottsbluff, NE 69361

Dear Sirs,

In addition to our bid prices on the three machines you are requesting pricing on, we are offering an additional 3% cash discount on total net amount if all three machines are purchased from us as a "package". This cash discount can be applied equally to all three units or applied to one individually.

We appreciate the opportunity to quote Komptech USA products.

Regards,



Jerry King  
POWERSCREENING, LLC



**KOMPTech**  
TECHNOLOGY FOR A BETTER ENVIRONMENT

P.O.Box 192 • Henderson, CO 80640 • 303.287.0100 • Fax 303.287.0090

[www.powerscreening.com](http://www.powerscreening.com)



**PROPOSAL FOR FURNISHING  
ONE (1) NEW, LOW SPEED, HIGH TORQUE SHEDDER**

Mayor and City Council  
Scottsbluff, Nebraska

Gentlemen:

I (we) have examined the Notice to Bidders, dated October 7, 2013, Instructions to Bidders, and the Specifications, and submit the following proposal to furnish One (1) New, Low Speed, High Torque Shredder for the Environmental Services Department.

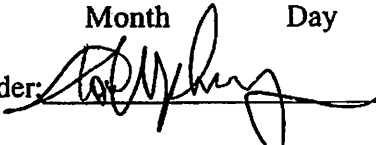

<u>2013</u>	<u>DOPPSTADT</u>	<u>DW2060K</u>	<b>Bid Price: \$</b> <u>387,499.00</u>
Year	Make	Model #	

Trade in: One (1) Used 2005 Morbark, Model 3600 Wood Hog.  
Less Trade-In Price for Wood Hog: \$ 65,000.00

**Bid Price with Trade-In: \$** 322,499.00

My Bid for the described Low Speed, High Torque Shredder with trade-in is:  
THREE HUNDRED & TWENTY-TWO THOUSAND FOUR HUNDRED & NINETY-NINE DOLLARS  
(amount written out fully)

If the City places an order with my firm for the specified equipment, I hereby certify I will deliver a new Equipment on or before: 45 DAYS FROM ORDER which meets the following specifications.

Month                      Day                      Year  
Signature of Bidder:    
Name of Bidder: MURPHY TRACTOR & EQUIPMENT CO

Company Represented by Bidder: DOPPSTADT

Address of Bidder: 220810 HWY 92 GERING, NE 69341

Telephone and FAX Number of Bidder: 308-436-2177 & 308-436-7645



**City of Scottsbluff, Nebraska**  
**Monday, December 2, 2013**  
**Regular Meeting**

**Item Bids3**

**Council to consider awarding the bid for a new Mobile Star Screen for the Wastewater Department to Murphy Tractor in the amount of \$251,199.00.**

Staff Contact: Mark Bohl, Public Works Director

# Agenda Statement

Item No.

For meeting of: December 2, 2013

**AGENDA TITLE:** Council to consider awarding the bid for a new Mobile Star Screen for the Wastewater Department to Murphy Tractor in the amount of \$251,199.00.

**SUBMITTED BY DEPARTMENT/ORGANIZATION:** Mark Bohl, Public Works Director

**PRESENTATION BY:** Rick Kuckkahn, City Manager

**SUMMARY EXPLANATION:** Four bids were received on October 29, 2013 for a new Mobile Star Screen. They are:

Vermeer	\$270,090
Power Screening	\$410,000
N40, LLC	\$309,200
Murphy Tractor	\$251,199

With Murphy Tractor having the lowest bid, City staff went on-site to personally evaluate equipment and performance. They find their bid to be the lowest and best bid to meet City needs.

The bid tabulation and bid sheets are attached for review. Complete bid proposal documents are on file with the City Clerk.

**BOARD/COMMISSION RECOMMENDATION:**

**STAFF RECOMMENDATION:** Award bid to Murphy Tractor for one, new, Mobile Star Screen in the amount of \$251,199 as being the lowest and best bid for the City.

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**EXHIBITS**

Resolution  Ordinance  Contract  Minutes  Plan/Map

Other (specify)  Bid tabulation and bid sheets

**NOTIFICATION LIST:** Yes  No  Further Instructions

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

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Rev 3/1/99CClerk

**BID TABULATION - MOBILE STAR SCREEN**

<b>VENDOR</b>	<b>Vermeer Lincoln, NE</b>	<b>Power Screening Henderson, CO</b>	<b>N40, LLC Avon, OH</b>	<b>Murphy Tractor Gering, NE</b>
STAR SCREEN	\$ 275,090.00	\$ 432,000.00	\$ 352,200.00	\$ 294,199.00
Trammel Screen Trade-in	\$ 5,000.00	\$ 22,000.00	\$ 43,000.00	\$ 43,000.00
	<b>\$ 270,090.00</b>	<b>\$ 410,000.00</b>	<b>\$ 309,200.00</b>	<b>\$ 251,199.00</b>

Vermeer screen not a star screen

**PROPOSAL FOR FURNISHING  
ONE (1) NEW, CURRENT MODEL YEAR, MOBILE STAR SCREEN**

Mayor and City Council  
Scottsbluff, Nebraska

Gentlemen:

I (we) have examined the Notice to Bidders, dated October 7, 2013, Instructions to Bidders, and the Specifications, and submit the following proposal to furnish One (1) New, Current Model Year, Mobile Star Screen for the Water Reclamation Department (Wastewater).

2014	Vermeer	TR521	<b>Bid Price: \$ 275,090.00</b>
Year	Make	Model #	

Trade in: One (1) Used 2001 Wildcat Trammel Screen, Model RHC 5-70  
Less Trade-In Price for Trammel Screen: \$ 5,000.00

**Bid Price with Trade-In: \$ 270,090.00**

NOTE: Included in price - six 1/2" x 12 ga. Screens

My Bid for the described Mobile Star Screen with trade-in is:  
Two Hundred Seventy Thousand Ninety Dollars  
(amount written out fully)

If the City places an order with my firm for the specified equipment, I hereby certify I will deliver a new unit on or before: 120 Days A.R.O. which meets the following specifications.  
Month Day Year

Signature of Bidder: Kevin Dauel

Name of Bidder: Kevin Dauel

Company Represented by Bidder: Vermeer High Plains

Address of Bidder: 5700 N 70th Street, Lincoln NE 68507

Telephone and FAX Number of Bidder: (402) 467-5396 (402) 467-2207

**PROPOSAL FOR FURNISHING  
ONE (1) NEW, CURRENT MODEL YEAR, MOBILE STAR SCREEN**

Mayor and City Council  
Scottsbluff, Nebraska

Gentlemen:

I (we) have examined the Notice to Bidders, dated October 7, 2013, Instructions to Bidders, and the Specifications, and submit the following proposal to furnish One (1) New, Current Model Year, Mobile Star Screen for the Water Reclamation Department (Wastewater).

2013      Komptech      Multistar M2      **Bid Price: \$** 432,000.00  
Year      Make      Model #

Trade in: One (1) Used 2001 Wildcat Trammel Screen, Model RHC 5-70  
Less Trade-In Price for Trammel Screen:      \$ <22,000.00>

**Bid Price with Trade-In: \$** 410,000.00

My Bid for the described Mobile Star Screen with trade-in is:

Four Hundred Ten Thousand Dollars  
(amount written out fully)

\*Please See Attached Letter.

If the City places an order with my firm for the specified equipment, I hereby certify I will deliver a new unit on or before: 12 - 31 - 2013 which meets the following specifications.

Month      Day      Year

Signature of Bidder: 

Name of Bidder: Ryan Puckett

Company Represented by Bidder: Power Screening, LLC

Address of Bidder: 9725 Brighton Rd. Henderson, CO 80640

Telephone and FAX Number of Bidder: 303-287-0100  
303-287-0090 (Fax)

*EXPLANATION OF  
DEVIATIONS AND VARIATIONS OF SPECIFICATIONS/BID OPTIONS*

Multistar M2 -

1) Total machine weight on-spec is 34,000 lbs. Our machine is at 37,500 lbs with options added on per bid.

2) Chasis rated at no less than 20,000 lbs per axle. Our machine is at 17,640 lbs per axle.

3) Axle capacity is 17,640 per axle for a machine as per specifications.

*(If needed, use separate sheet and attach to BIDDER'S PROPOSAL)*

**PROPOSAL FOR FURNISHING  
ONE (1) NEW, CURRENT MODEL YEAR, MOBILE STAR SCREEN**

Mayor and City Council  
Scottsbluff, Nebraska

Gentlemen:

I (we) have examined the Notice to Bidders, dated October 7, 2013, Instructions to Bidders, and the Specifications, and submit the following proposal to furnish One (1) New, Current Model Year, Mobile Star Screen for the Water Reclamation Department (Wastewater).

2014      Backers      2-MA      Bid Price: \$ 352,200.00  
Year      Make      Model #

Trade in: One (1) Used 2001 Wildcat Trammel Screen, Model RHC 5-70  
Less Trade-In Price for Trammel Screen:      \$ 43,000.00

**Bid Price with Trade-In: \$ 309,200.00**

My Bid for the described Mobile Star Screen with trade-in is:  
Three Hundred and Nine Thousand, Two Hundred Dollars  
(amount written out fully)

If the City places an order with my firm for the specified equipment, I hereby certify I will deliver a new unit on or before: March 17 2014 which meets the following specifications.  
Month      Day      Year

Signature of Bidder:  \_\_\_\_\_

Name of Bidder: Lyndell Pate

Company Represented by Bidder: N40, LLC

Address of Bidder: 1265 Lear Industrial Parkway Avon, OH 44011

Telephone and FAX Number of Bidder: 440-937-0233 440-937-3411

*Murphy Tractor*

**PROPOSAL FOR FURNISHING  
ONE (1) NEW, CURRENT MODEL YEAR, MOBILE STAR SCREEN**

Mayor and City Council  
Scottsbluff, Nebraska

Gentlemen:

I (we) have examined the Notice to Bidders, dated October 7, 2013, Instructions to Bidders, and the Specifications, and submit the following proposal to furnish One (1) New, Current Model Year, Mobile Star Screen for the Water Reclamation Department (Wastewater).

2013                      DOPPSTADT                      SM720                      **Bid Price: \$ 294,199.00**  
Year                      Make                      Model #

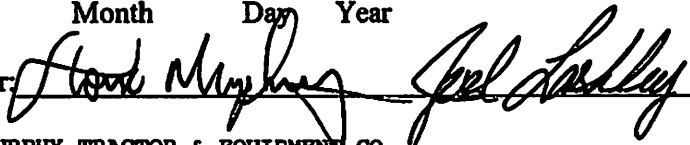
Trade in: One (1) Used 2001 Wildcat Trammel Screen, Model RHC 5-70  
Less Trade-In Price for Trammel Screen: \$ 43,000.00

**Bid Price with Trade-In: \$ 251,199.00**

My Bid for the described Mobile Star Screen with trade-in is:  
TWO HUNDRED & FIFTY ONE THOUSAND, ONE HUNDRED & NINETY-NINE DOLLARS  
(amount written out fully)

If the City places an order with my firm for the specified equipment, I hereby certify I will deliver a new unit on or before: 45 DAYS FROM ORDER which meets the following specifications.

Month                      Day                      Year

Signature of Bidder: 

Name of Bidder: MURPHY TRACTOR & EQUIPMENT CO

Company Represented by Bidder: DOPPSTADT

Address of Bidder: 220810 HWY 92 GERING, NE 69341

Telephone and FAX Number of Bidder: 308-436-2177 & 308-436-7645



**City of Scottsbluff, Nebraska**  
**Monday, December 2, 2013**  
**Regular Meeting**

**Item Bids4**

**Council to consider awarding the proposal for a streetscape master plan for the downtown business district to Dropseed Studio in the amount of \$24,340.00.**

Staff Contact: Nathan Johnson, Assistant City Manager

# Agenda Statement

Item No.

For meeting of: December 2, 2013

**AGENDA TITLE:** Recommendation of Landscape Architect for Downtown Landscape Master Plan

**SUBMITTED BY DEPARTMENT/ORGANIZATION:**

**PRESENTATION BY:** Nathan Johnson

**SUMMARY EXPLANATION:** The City received two proposals for our Downtown Landscaping Master Plan, one from Dropseed Studios and one from Big Muddy Workshop, both of Omaha. Both proposals were reviewed by Nathan Johnson, Annie Folck, and Amy Seiler with the Nebraska Forest Service. After checking references and phone interviews with both firms, the review committee determined that both firms would be well qualified for this project. Due to their superior experience with irrigation systems and their lower cost, Dropseed Studios is the firm that the committee is recommending for the project.

Bids Received:

Dropseed Studio: \$24,340

Big Muddy Workshop: \$42,558

**BOARD/COMMISSION RECOMMENDATION:**

**STAFF RECOMMENDATION:**

---

### EXHIBITS

Resolution

Ordinance

Contract

Minutes

Plan/Map

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

**NOTIFICATION LIST:** Yes  No  Further Instructions

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

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**Project Fee Worksheet**

<b>PROJECT DATA</b>												
Client:	City of Scottsbluff											
Project Name:	Downtown Business District Landscape Master Plan											
Project Location:	14th - 20th Streets, 1st Ave to Ave A											
Date:	10/321/13											

**Scope of Services & Personnel**

CLASSIFICATION	Phase 1: Data Gathering and Stakeholder Input (Public pre-design meeting)	Phase 2: Concept Design Workshop	Phase 3: Preliminary Design Development	Phase 3: Preliminary Design Presentation (Staff and Public)	Phase 4: Master Plan Final Document (Green Solutions)	Phase 4: Landscape Plan Construction Documentation	Travel	No. of Units	Unit	Unit Rate	Cost	Subtotal
Landscape Architect	12.00	8.00	20.00	12.00	14.00	22.00	42.00	130.00	/hour	\$90.00	\$11,700.00	
Senior Horticulturalist	12.00	8.00	4.00			4.00	14.00	42.00	/hour	\$80.00	\$3,360.00	
Landscape Architect in Training			12.00	12.00	16.00	12.00		52.00	/hour	\$75.00	\$3,900.00	
Design Horticulturalist								0.00	/hour	\$70.00	\$0.00	
SUBTOTAL:												\$18,960.00

**Subcontracted Services**

CLASSIFICATION	Cost
Waterscape Irrigation Analysis and Design	\$3,600.00
SUBTOTAL:	\$3,600.00

**Direct Costs**

CLASSIFICATION	Total	Rate	Cost
Reproduction / Printing	1.0	/lump sum	\$100.00
Automobile / Travel	3.0	/trip	\$200.00
Lodging / Subsistence	9.0	/night	\$120.00
SUBTOTAL:			\$1,780.00

**Budget Summary**

											<b>TOTAL LUMP SUM FEE:</b>	<b>\$24,340.00</b>
--	--	--	--	--	--	--	--	--	--	--	----------------------------	--------------------



**RE: Dropseed Studio design team proposed Scottsbluff Downtown Business District Landscape Design and Green Solution Master Plan fee:**

Please find below our proposed fee to accompany the proposed Project Approach within our narrative. It is our position that this fee structure corresponds directly to the proposed phased activities and is subject to revision by any negotiated modifications if selected. We would ask that this information is received with our assumptions prior to the opportunity to meet with and discuss the desired objective and extents preferred by the City.

Accompanying this summary is our fee worksheet used to arrive at our numbers for your review in transparency of our approach.

**Phase 1:**

Review of City provided data, site review and data gathering, staff and stakeholder input sessions (pre-design public meeting), travel. Assumed 2 Dropseed Studio individuals participating.

**\$3230**

**Phase 2:**

One day concept generation workshop in Scottsbluff with 'pin up session' to City staff. Assumed 2-3 Dropseed Studio individuals participating.

**\$2550**

**Phase 3:**

Preliminary design of landscape plan, green solution master plan, and preliminary Opinion of Probable Cost based on City preferred concept directions presented in 'pin up session'. Digital submittals of incremental design progress to City staff. Travel and presentation to City staff and public meeting to present final preliminary design.

Assumed 2 Dropseed Studio individual participating and participation of Irrigation Design subconsultant.

**\$7860**

(Submit Invoice 1 up to 45% complete)

**Phase 4:**

Final design, submittal of final green solution master plan document, submittal of landscape and irrigation construction documents (sealed drawings, technical specifications, and final Opinion of Probable Cost). Travel and presentation to City staff and City Council public hearing to present final design. Assumed 1 Dropseed Studio individual (Bentley) participating.

**\$8975**

(Submit Invoice 2 for final completion, 55%)

Expenses include vehicle rental, hotel accommodation, modest per diem, and necessary materials and reproductions conducted during the design. An allowance of **\$1725** is included to cover project expenses. Our commitment is to proceed through the most economical avenues for travel, lodging, and materials. Expenses will be charged at actual cost.

**Total Proposed Project Fee: \$24,340 (LA and Irrigation + Expenses)**

Respectfully submitted,  
Thomas Bentley, PLA

Design Services:  
6464 Center Street  
Suite 120  
Omaha, NE 68106

Mailing Address:  
P.O. Box 12455  
Omaha, NE 68112

Ph (402) 457-6492  
Fx (402) 457-0071

# **City of Scottsbluff, Nebraska**

**Monday, December 2, 2013**

**Regular Meeting**

## **Item Reports1**

**Council to consider approval of the software license for Beehive Homebase and authorize the Mayor to sign the notice to proceed.**

**Staff Contact: Nathan Johnson, Assistant City Manager**

# Agenda Statement

Item No.

For meeting of: December 2, 2013

**AGENDA TITLE:** Approve Software License for Beehive Homebase (web portal).

**SUBMITTED BY DEPARTMENT/ORGANIZATION:** Development Services Department

**PRESENTATION BY:** Nathan Johnson, Assistant City Manager

**SUMMARY EXPLANATION:** Agreement with Beehive Software for web portal application. The existing Beehive database will serve as the basis of the website. All of the existing tools, such as the GIS update process will be done by our GIS Analyst and the adding of permit information, will be reflected immediately on the website. The website uses the same database as the Beehive application, this functionality means that there is no additional work on the City's part to keep an accurate and up to date public portal running. Cost is \$3,000 for a year and the same for subsequent years.

**BOARD/COMMISSION RECOMMENDATION:** N/A

**STAFF RECOMMENDATION:** Staff recommends City Council approve the agreement with Beehive Industries for the homebase web portal.

---

## EXHIBITS

Resolution  Ordinance Contract Minutes  Plan/Map

Other (specify) x Quote/Agreement

**NOTIFICATION LIST:** Yes  No  Further Instructions

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

---

# BEEHIVE HOMEBASE

Homebase provides a comprehensive portal for all your public data, including both spatial and tabular information. Homebase easily adapts to your needs and your data. Free your staff from answering the same questions over and over. Give the public the ability to help themselves.



# BEEHIVE HOMEBASE

## Homebase over view map

CITY OF Grand Island NEBRASKA

Print About Street View Pictometry

Map Controls: Hide

SEARCH

LEGEND

Select Theme

- Land Base
  - Parcels
  - Addresses
  - Buildings
  - Addresses - Other
  - Points of Interest
  - Easements
  - Lots
  - Subdivisions
  - Quarters
  - Sections
  - City Limits
- Transportation
  - Districts
  - Streetlights
  - Stormwater
  - Water
  - Wastewater
  - Topology
  - Roads
- Aerials
  - Tiles
    - Hall County 2013
    - Hall Co - Hillshade 200
    - Hall County 1975
    - Hall County 2011
    - Grand Island 2010
    - Hall County 2007
    - Hall County 1938
    - Grand Island Heat Los
    - None
  - Bing
    - No Bing
    - Bing Aerial

LINKS

40.9237N, 98.3682W

Measuring tools

Access to any available GIS data sets

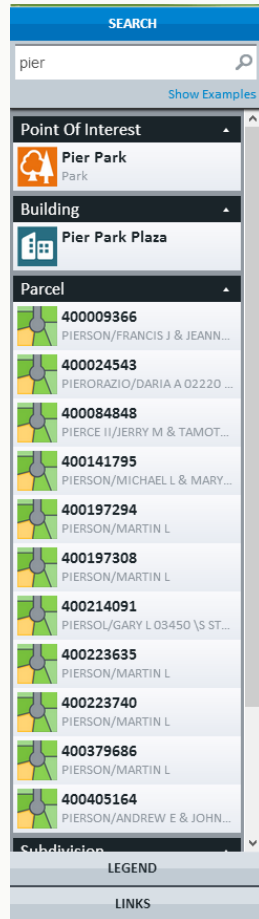
Pop-out overview map





# BEEHIVE HOMEBASE

## Flexible Navigation



### Navigate By:

- Address
- Owner
- Parcel
- Street Intersection
- Plat
- Asset IDs
- Etc



# BEEHIVE HOMEBASE

## Feature Details Selection

The screenshot displays the City of Grand Island GIS interface. On the left, a search bar contains '1432 how' and a list of results shows '1432 HOWARD PL' selected. A 'Feature Details' panel is open, showing the following information:

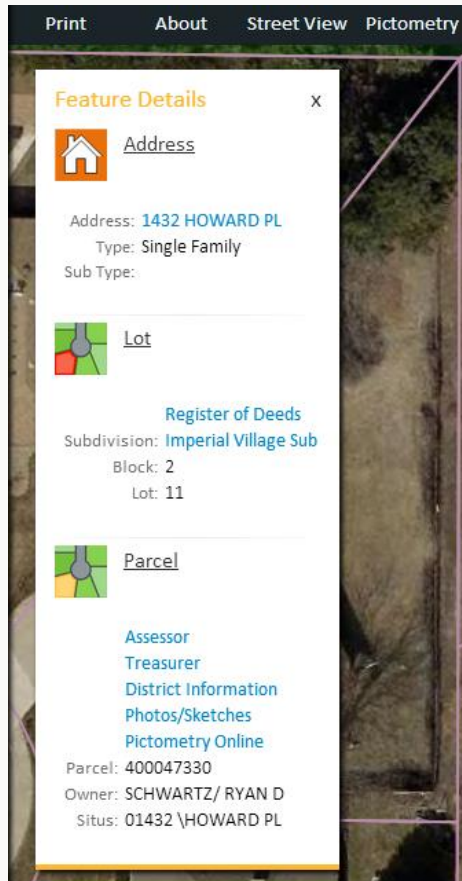
- Address:** 1432 HOWARD PL
- Type:** Single Family
- Sub Type:**
- Lot:** Register of Deeds, Subdivision: Imperial Village Sub, Block: 2, Lot: 11
- Parcel:** Assessor, Treasurer, District Information, Photos/Sketches, Pictometry Online
- Parcel:** 400047330
- Owner:** SCHWARTZ/ RYAN D
- Situs:** 01432 \HOWARD PL

The main map area shows an aerial view of a residential neighborhood with parcel boundaries. A yellow callout bubble points to the 'Feature information details' panel. Another yellow callout bubble points to a specific parcel on the map, labeled '1428', which is highlighted with a yellow border. The map includes navigation controls like 'Distance' and 'Area' in the top right, and a 'Map Controls: Hide' button. A toolbar at the bottom of the map area contains various icons for different map features.



# BEEHIVE HOMEBASE

## Feature Detail Information



### Available Data:

- Building Permits
- FEMA Letters
- District Information
  - Zoning
  - Floodplain
  - Voting Precinct
  - Etc
- Subdivision Plat
- Assessor/Treasurer Data
- Property Photos/Sketches
- Asbuilt Information
- Valve Card Data



# BEEHIVE HOMEBASE

## District Information Page

**400047330**

Grand Island Zoning	
<b>Zoning Code</b>	Low Density Residential Zone
<b>Link</b>	R2-Low Density Residential Zone

County Board	
<b>District</b>	1
<b>Supervisor</b>	David E. Ziola
<b>Address</b>	1925 W 11th Ave
<b>Phone #</b>	382-6034

City Council	
<b>Representative</b>	Chuck Haase
<b>Representative</b>	John Gericke


[Learn More](#)

Voting Precinct	
<b>Precinct Number</b>	Nine
<b>Place</b>	Walnut Middle School
<b>Address</b>	1600 N Custer Ave

Fire District	
<b>Fire District</b>	42
<b>Station Number</b>	4
<b>Station Address</b>	3690 W. State St.
<b>Station Phone Number</b>	385-5387

School District	
<b>High School</b>	Grand Island Senior High
<b>Middle School</b>	Walnut
<b>Elementary School</b>	NEWELL

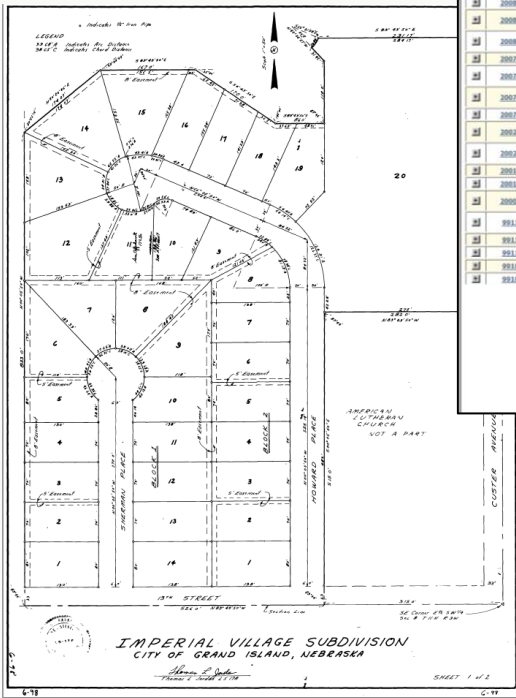
Grand Island Jurisdiction	
<b>Jurisdiction</b>	Grand Island

 **Beehive** | District Information Engine



# BEEHIVE HOMEBASE

## External Document Access



Instrument #	Eff. Date	Type	Grantor	Grantee	Section / Subdivision
201205133	08/04/2013	ASSIGNMENT	BANK OF AMERICA NA	NATIONSTAR MORTGAGE LLC	IMPERIAL VILLAGE SUB
201205104	01/04/2013	ASSIGNMENT	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC	US BANK NATIONAL ASSOCIATION	IMPERIAL VILLAGE SUB
200810039	12/09/2008	ASSIGNMENT	LASALLE BANK NATIONAL ASSOCIATION-TRUSTEE	LASALLE BANK NATIONAL ASSOCIATION-TRUSTEE	IMPERIAL VILLAGE SUB
200809819	12/02/2008	NOTICE OF DEFAULT	LINQQUIST, ERIC H-T		
200809186	01/09/2008	NOTICE OF DEFAULT	LINQQUIST, ERIC H-T		
200809185	01/09/2008	SUB OF TRUSTEE	LASALLE BANK NAT ASSOCIATION-TRU		
200808184	01/09/2008	ASSIGNMENT	MORTGAGE ELECTR REGISTRATION SYST		
200718172	03/12/2007	DEED RECONVINCANCE		FIVE POINTS BA	
200708761	01/30/2007	DEED OF TRUST	SCHWARTZ, RYAN		
200708760	01/30/2007	DEED OF TRUST	SCHWARTZ, RYAN		
200708759	01/30/2007	WARRANTY DEED	WYMAN, PENELOPE		
200204366	04/22/2002	DEED RECONVINCANCE	WELLS FARGO HC MORTGAGE EN		
200204365	04/22/2002	SUB OF TRUSTEE	WELLS FARGO HC MORTGAGE EN		
200113313	12/24/2001	ASSIGNMENT	FIRST COMMERCIAL MO COMPANY		
200113312	12/24/2001	DEED OF TRUST	WYMAN, PENELOPE		
200008938	10/23/2000	ASSIGNMENT		FIVE POINTS BA	
99110224	10/20/1999	ASSIGNMENT		FIVE POINTS BA	
99110219	10/19/1999	DEED OF TRUST	WYMAN, PENELOPE		
99110213	10/19/1999	SUBV WARRANTY DEED	MILLER, DONALD C S		
99109724	10/04/1999	DEED RECONVINCANCE	FIRSTER BAN		
99108733	09/01/1999	RELEASE	EQUITABLE BUILDING		

### Property Summary [\(Appraisal Details\)](#)

Parcel Information		Ownership Information	
Parcel Number:	420047330	Current Owner:	SCHWARTZ/ RYAN D
Map Number:	3315-00-0-12515-002-0011	Address:	1432 HOWARD PL
Situs:	01432 HOWARD PL	City, State:	GRAND ISLAND NE
Legal:	IMPERIAL VILLAGE SUB LT 11 BLK 2	Zipcode:	68803-
Cadastral:	0003-0002-0025		

Current Valuation		Assessment Data		Property Classification	
Land Value:	17,480	District:	5	Status:	Improved
Impr. Value:	101,018	School Base:	GRAND ISLAND 2	Use:	Single Family
Outbuildings:	0	Affiliated Code:		Zoning:	R1
Total Value:	118,478	Neighborhood:	700	Location:	Urban
Exemptions:	0	Greenbelt Area:		City Size:	12,001-100,000
Taxable Value:	118,478	Greenbelt Loss:	0	Lot Size:	02

Sales History					
Date	Book & Page	# Parcels	Grantor	Grantee	Price
01-30-2007	<a href="#">2007-259</a>	1	HOFFMAN/SANDRA E	SCHWARTZ/ RYAN D	133,000
10-18-1999	<a href="#">99-110175</a>	1	MILLER/DONALD C & PEGGY J	HOFFMAN/SANDRA E	95,000

Building Permits			
Permit No.	Date	Description	Amount
	1/1/2014	WOOD DECKS/SHED/FP	
	1/1/2009	15% UPDATE	
	1/1/2005	RESIDENTIAL IMPROVEMENT UPDATE	
	1/1/2004	RESIDENTIAL LAND UPDATE	



# BEEHIVE HOMEBASE

## Address Based Information

4918 MERRICK AVE

Event Date	Event Type	Contractor	Service Size	Curb Stop Location
2/1/2013	New Service	Van Kirk Brothers	1	Adjacent street / distance: MERRICK AVE - Grand Island / 29' Cross street / distance: MCMARTIN County / 86'
Note: 86' East of cl McMartin Ave. 29' North of cl Merrick Ave. 25' East of West PL				

5/21/2009 [FEMA Letters](#)

Note:

No. 1432 HOWARD PLACE Acct. No. 1-15-540

**WATER PERMIT**

Grand Island, Nebr. OCTOBER 7, 1970

JOHNSON IMPERIAL HOMES is authorized to have service pipes connected with the Mains to supply premises situated on Lot 11 Block 2 IMPERIAL VILLAGE SUB.

1 in. Corporation \_\_\_\_\_ Remarks: \_\_\_\_\_

Meter No. \_\_\_\_\_ **SERVICE AHEAD OF PAVING BY DIAMOND ENGINEERING.**

By City Ordinance the installation and maintenance of the water service will be paid for by the consumer. The cost of said service is \$ \_\_\_\_\_ not to include paving replacement, water meter or watermain assessment. Paid for \_\_\_\_\_, 19 \_\_\_\_\_

Signed by \_\_\_\_\_ Plumber

Page 1 of 2 Date: May 21, 2009 Case No.: 09-07-0794A LOMA

Federal Emergency Management Agency  
Washington, D.C. 20472

**LETTER OF MAP AMENDMENT  
DETERMINATION DOCUMENT (REMOVAL)**

COMMUNITY AND MAP PANEL INFORMATION				LEGAL PROPERTY DESCRIPTION				
COMMUNITY	CITY OF GRAND ISLAND, MERRICK COUNTY, NEBRASKA	COMMUNITY NO.: 310103	NUMBER: 31079C0200	Lot 15, McLaughlin Manors Subdivision, as described in the Survivorship Warranty Deed recorded in Book A36, Page 44, in the Office of the Register of Deeds, Merrick County, Nebraska				
AFFECTED MAP PANEL	DATE: 9/26/2008	APPROXIMATE LATITUDE & LONGITUDE OF PROPERTY: 43.841, -98.280		SOURCE OF LAT & LONG: PRECISION MAPPING STREETS 7.0		DATUM: NAD 83		
FLOODING SOURCE: WOOD RIVER TRIBUTARY				DETERMINATION				
LOT	BLOCK/SECTION	SUBDIVISION	STREET	OUTCOME WHAT IS REMOVED FROM THE SFHA	FLOOD ZONE	1% ANNUAL CHANCE FLOOD ELEVATION (NGVD 29)	LOWEST ADJACENT GRADE ELEVATION (NGVD 29)	LOWEST LOT ELEVATION (NGVD 29)
15	--	McLaughlin Manors	4918 Merrick Avenue	Structure	X (shaded)	1822.2 feet	1822.2 feet	--

Special Flood Hazard Area (SFHA) - The SFHA is an area that would be inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood).

ADDITIONAL CONSIDERATIONS (Please refer to the appropriate section on Attachment 1 for the additional considerations listed below.)

PORTIONS REMAIN IN THE SFHA  
EXTRATERRITORIAL JURISDICTION ZONE A

This document provides the Federal Emergency Management Agency's determination regarding a request for a Letter of Map Amendment for the property described above. Using the information submitted and the effective National Flood Insurance Program (NFIP) map, we have determined that the structure(s) on the property(ies) listed are not located in the SFHA, an area inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood). This document amends the effective NFIP map to remove the subject property from the SFHA located on the effective NFIP map; therefore, the Federal mandatory flood insurance requirement does not apply. However, the lender has the option to continue the flood insurance requirement to protect its financial risk on the loan. A Preferred Risk Policy (PRP) is available for buildings located outside the SFHA. Information about the PRP and how one can apply is enclosed.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Assistance Center toll free at (877) 336-2677 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, 3001 Eisenhower Avenue, Suite 130, Alexandria, VA 22304-6439.

*William R. Blanton Jr.*  
William R. Blanton Jr., CFM, Chief  
Engineering Management Branch  
Mitigation Directorate



# BEEHIVE HOMEBASE

## External Application Access

The screenshot displays the City of Grand Island GIS application interface. At the top, the navigation menu includes 'Print', 'About', 'Street View', and 'Pictometry', with 'Street View' circled in yellow. The main map area shows an aerial view of a residential neighborhood with a Street View inset window overlaid on a house. The inset window shows a street-level view of a house with a driveway and trees. On the left side, there is a 'LEGEND' panel with a 'Select Theme' dropdown and a list of layers including 'Land Base', 'Parcels', 'Addresses', 'Buildings', 'Addresses - Other', 'Points of Interest', 'Easements', 'Lots', 'Subdivisions', 'Quarters', and 'Caddis'. Below the legend is a 'LINKS' section. At the bottom of the map, there are map controls including a scale bar, a 'Distance' tool, an 'Area' tool, and a 'Map Controls' button. The coordinates '40.9237N, 98.3682W' are displayed at the bottom left of the map area.



# BEEHIVE HOMEBASE

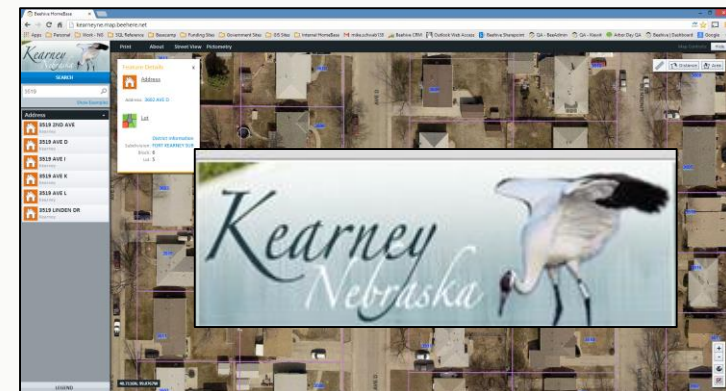
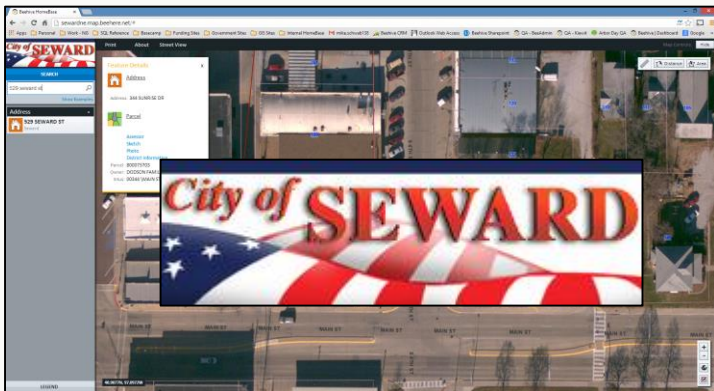
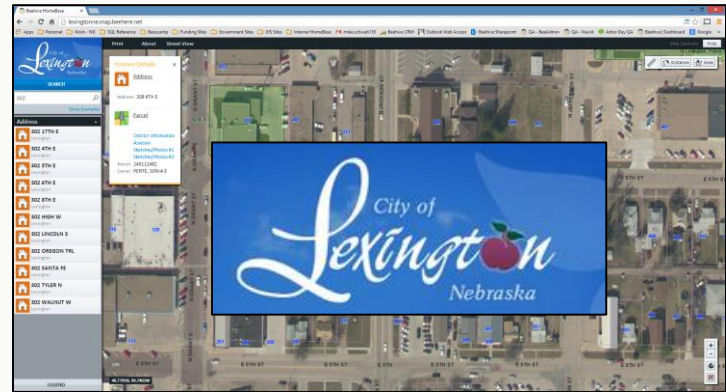
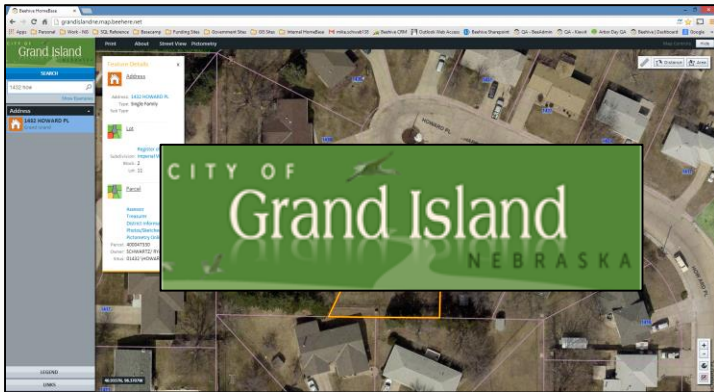
- The Beehive Homebase tool was built to become Scottsbluff's one stop shop for displaying public information
- There is direct connection between the City's Beehive database used within Development and Utilities
- Data is updated in one location and that information is reflected immediately in the Homebase application
- The application can save countless hours of staff time and public frustration by allowing the public to directly access the information they care about





# BEEHIVE HOMEBASE

The Homebase tool is currently being used in multiple communities to disseminate information to the public



# TECHNOLOGY

The Homebase platform is written in HTML5. This is the most current and up-to-date web language out there. By leveraging the HTML5 technologies, the Homebase application can run on any device with no additional add-ons.



## Compatible Devices:

- Android tablets
- iPads
- iPhones
- Android phones
- Windows Surface
- Etc.



# FUTURE GROWTH

We are continually adding new functionality to our Homebase application. We are currently in the testing phase for additional online reporting capabilities and user captured information, such as photos and events. As new functionality is made available, it is distributed to all of our clients along with release notes describing the changes





October 29<sup>th</sup>, 2013

Beehive Industries  
151 North 8<sup>th</sup> Street  
Suite 300  
Lincoln, Nebraska 68508

City of Scottsbluff, Nebraska  
Annie Urdiales  
2525 Circle Drive  
Scottsbluff, NE 69361

Dear Annie,

Thank you for deciding to move forward with Beehive Industries on the web portal (Homebase) application. The entire staff is excited to get this project going and have this site up and running for Scottsbluff. We believe that you will see great benefits both as an internal tool and also a public facing application.

As we have discussed, the existing Beehive database will serve as the basis of this website. All of the existing tools, such as the GIS update process done by Jon and the adding of permit information, will be reflected immediately on the website. There is no need for a separate update process, as the website uses the same database as the Beehive application. This functionality means that there is no additional work on the City's part to keep an accurate and up to date public portal running.

As I said before, we are excited to get this project started and we are ready to begin as soon as soon as we have this notice to proceed. I will work closely with our deployment team through this process to ensure that all timelines and expectations are met. We will go above and beyond to ensure that this is the best possible product for the City.

Everyone at Beehive is looking forward to having this site up and running for the City of Scottsbluff.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mike Schwab", is written over a light blue circular stamp.

Mike Schwab  
Beehive Industries



Quote #2117

**From:**  
 Beehive Industries LLC  
 151 N 8<sup>th</sup> St  
 Lincoln NE 68508

**To:**  
 City of Scottsbluff, NE  
 Annie Urdiales  
 2525 Circle Drive  
 Scottsbluff, Nebraska 69361

<i>Beehive Price Quotation</i>		
Includes	Pricing	
	Rates	Amount
<b>Software License</b>		
Beehive Integrated System		INCLUDED
Dynamic Software Updates		INCLUDED
Modules		
Homebase (web portal)	\$3,000	
		<b>\$3,000</b>
<b>Service Package</b>		
Web Hosting (Cloud Package)		INCLUDED
Customer Support (24/7 Full Package)		INCLUDED
Training		INCLUDED
		<b>INCLUDED</b>
<b>Deployment</b>		
Data Conversion		INCLUDED
Software Installation		INCLUDED
		<b>INCLUDED</b>
<b>TOTAL PRICE</b>	<b>Year One</b>	<b>\$3,000</b>
	<b>Subsequent Years</b>	<b>\$3,000</b>

**Renewal**

Customer account will renew automatically at the end of the agreement’s term. Renewal terms will be for the same duration and pricing as this contract. Beehive Industries is responsible for invoicing the Accounting/Billing information listed – approximately 30 days prior to the renewal date. In the event of contract or pricing changes, Beehive Industries or the City of Scottsbluff will be responsible for communicating desired changes 60 days prior to the renewal date.

**Cancellation**

Customer may cancel with written notice to Beehive Industries up until 30 days prior to the renewal of the agreement.

**Payment Terms**

Customer will be invoiced for each module following the completion of the module’s deployment. Invoice terms are Net 30 and payment is accepted by check.

**Questions**

For questions, please contact: Mike Schwab at (402)875-5581 or [mschwab@beehiveindustries.com](mailto:mschwab@beehiveindustries.com)

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**Date: October 29, 2013**

**Project Number: 2117**

**To approve this notice to proceed, please sign and date this instrument.**

Print Name Here: \_\_\_\_\_

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

# **City of Scottsbluff, Nebraska**

**Monday, December 2, 2013**

**Regular Meeting**

## **Item Reports2**

**Council to consider amended Police Contract ARTICLE XXIII  
Health Insurance and authorize the Mayor to execute the contract.**

**Staff Contact: Jana Bode, HR Director**

# Agenda Statement

Item No.

For meeting of: December 2, 2013

**AGENDA TITLE:** Council to consider amended Police Contract ARTICLE XXIII Health Insurance.

**SUBMITTED BY DEPARTMENT/ORGANIZATION:** Human Resources

**PRESENTATION BY:** City Manager, Rick Kuckkahn

**SUMMARY EXPLANATION:** Effective Jan. 1, 2014

Plan A,B,and C are being removed – leaving only Plan D (no changes to Plan D rates, deductibles, or coverage)

The City and the SPOA's met on November 21, 2013 under Article XXXI of contract to re-open negotiations. The Union agreed to changes of ARTICLE XXIII Health Insurance.

## BOARD /COMMISSION RECOMMENDATION

## STAFF RECOMMENDATION

Resolution X Ordinance  Contract  Minutes  Plan/Map

Other (specify)

**Notification List:** Yes  No  Further Instructions

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



**AMENDED CONTRACT  
ARTICLE XXIII  
HEALTH INSURANCE**

**FOR THE TERM JANUARY 1, 2014 – DECEMBER 31, 2014**

**HEALTH AND DENTAL INSURANCE**

The City will provide a choice of four health insurance plans to members. Participation in these plans shall be subject to policies and procedures as established in the City Personnel Manual and/or Administrative Regulations. Members are provided with information to assist in making their plan selection.

The members of the SPOA shall pay the following rates for the calendar year 2014:

Plan D \$ 0 per month for single                      \$ 0 per month for family

For Plan D, the City will contribute to the employee's Health Savings Account: \$25 per month for single and \$50 per month for family; subject to a minimum contribution by the employee to the employee's Health Savings Account.

The Dental insurance premium shall remain at \$30 per month for family coverage and \$15 for single dental coverage.

*Article XXXI of the SPOA's contract with the City of Scottsbluff states that during the term of the contract, negotiations may be re-opened for individual, specifically defined issues, such as cost of living increases, salary comparisons/increases, and health and dental premiums.*

IN WITNESS THEREOF, the parties hereto have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF SCOTTSBLUFF, NEBRASKA

SCOTTSBLUFF POLICE OFFICER'S ASSOC.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Union President

# **City of Scottsbluff, Nebraska**

**Monday, December 2, 2013**

**Regular Meeting**

## **Item Reports3**

**Council to consider amended Fire Contract ARTICLE XXI Health Insurance and authorize the Mayor to execute the contract.**

**Staff Contact: Jana Bode, HR Director**

# Agenda Statement

Item No.

For meeting of: December 2, 2013

**AGENDA TITLE:** Council to consider amended Firefighter Contract ARTICLE XXI Health Insurance.

**SUBMITTED BY DEPARTMENT/ORGANIZATION:** Human Resources

**PRESENTATION BY:** City Manager, Rick Kuckkahn

**SUMMARY EXPLANATION:** Effective Jan. 1, 2014

Plan A,B,and C are being removed – leaving only Plan D (no changes to Plan D rates, deductibles, or coverage)

The City and the Firefighters Local #1454 met on November 19, 2013 under Article XXI – Health Insurance contract to re-open negotiations. The Union agreed to changes to ARTICLE XXI Health Insurance.

## BOARD /COMMISSION RECOMMENDATION

## STAFF RECOMMENDATION

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Resolution    Ordinance     Contract     Minutes     Plan/Map

Other (specify)

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**Notification List:** Yes  No  Further Instructions

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

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**ARTICLE XXI**  
**HEALTH AND DENTAL INSURANCE**

The City will provide a choice of health insurance plans to members. Participation in these plans shall be subject to policies and procedures as established in the City Personnel Manual and/or Administrative Regulations. Members are provided with information to assist in making their plan selection. The members of the Firefighters' Union shall pay the following rates for the calendar year of 2014:

Plan D \$ 0 per month for single                      \$ 0 per month for family

For Plan D, the City will contribute to the employee's Health Savings Account: \$50 per month for single and \$100 per month for family.

The Dental insurance premium shall remain at \$30 per month for family coverage and \$15 for single dental coverage for 2014.

CITY OF SCOTTSBLUFF, NEBRASKA      SCOTTSBLUFF FIREFIGHTERS ASSOC.

\_\_\_\_\_

Mayor

\_\_\_\_\_

Union President

# **City of Scottsbluff, Nebraska**

**Monday, December 2, 2013**

**Regular Meeting**

## **Item Reports4**

**Council discussion and instructions to staff regarding a lease agreement for a cellular phone tower on City property.**

**Staff Contact: Perry Mader, Park and Rec Director**

# Agenda Statement

Item No.

For meeting of: December 2<sup>nd</sup>, 2013

**AGENDA TITLE:** Council to consider lease agreement for cellular phone tower on City property.

**SUBMITTED BY DEPARTMENT/ORGANIZATION:** Scottsbluff Parks and Recreation

**PRESENTATION BY:** City Manager Rick Kuckkahn

**SUMMARY EXPLANATION:**

The Scottsbluff Parks and Recreation Department is presenting a contract with Verizon to place a cellular tower on City property. Specifically, the tower will be place in the southwest corner of the 23 Club baseball/softball complex. The department has no objections. Agreement has been sent to legal, planning and zoning and City Administration.

Contract attached.

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**EXHIBITS**

Resolution x      Ordinance       Contract       Minutes       Plan/Map

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

**NOTIFICATION LIST:** Yes  No  Further Instructions

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

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Rev 3/1/99CClerk

## LAND LEASE AGREEMENT

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between \_\_\_\_\_ with its principal offices located at \_\_\_\_\_, hereinafter designated LESSOR and \_\_\_\_\_ d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. **PREMISES.** LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the Property), located at [ADDRESS]\_\_\_\_\_, [MUNICIPALITY]\_\_\_\_\_, [COUNTY] \_\_\_\_\_ [STATE]\_\_\_\_\_, and being described as a ' ' by ' ' parcel containing square feet (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a ( ' ) foot wide right-of-way extending from the nearest public right-of-way, \_\_\_\_\_, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. The Property is also shown on the Tax Map of the City of \_\_\_\_\_ as Block \_\_\_\_\_, Lot \_\_\_\_\_ and is further described in Deed Book \_\_\_\_\_ at Page \_\_\_\_\_ as recorded in the Office of \_\_\_\_\_.

In the event any public utility is unable to use the Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

2. **SURVEY.** LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. **TERM; RENTAL.**

**PLEASE NOTE THERE ARE FOUR DIFFERENT ALTERNATTIVES OF SECTION 3a BELOW. PLEASE SELECT ONLY ONE AS APPROPRIATE AND DELETE THE OTHER ALTERNATIVES.**

***1. Use if commencement upon installation of equipment:***

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of **Nine Thousand Six Hundred Dollars (\$800.00)** to be paid in

equal monthly installments on the first day of the month, in advance, to \_\_\_\_\_ or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1<sup>st</sup> and 15<sup>th</sup> of the month, the Agreement shall commence on the 1<sup>st</sup> of that month and if the date installation commences falls between the 16<sup>th</sup> and 31<sup>st</sup> of the month, then the Agreement shall commence on the 1<sup>st</sup> day of the following month (either the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 23. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation



to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. EXTENSION RENTALS. The annual rental shall increase on each anniversary of the Commencement Date by an amount equal to three percent (3%) of the total annual rent for the previous lease year

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to the annual rental payable with respect to the immediately preceding five (5) year term. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the

preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. Subject to Paragraph 10 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSOR hereby acknowledges that all portions of the Property within three hundred feet (300') of the Premises (hereinafter referred to as the "Insurance Buffer") are currently being used solely for agricultural, forestry or non-commercial purposes. In the event that the current use of the Insurance Buffer changes during the Term, LESSOR and LESSEE each agree that at such time and in the future, and at its own cost and expense, each will maintain comprehensive general liability and property liability insurance with liability limits of not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR agrees that LESSEE may self-insure against any loss or damage which could be covered by a comprehensive general public liability insurance policy.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 9 and 29, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that **six (6) months** prior notice is given to LESSOR.

13. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in

the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s) **including footings to six feet below grade**, equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 33 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

15. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 14 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 14 and this Paragraph 15, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 14 shall equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

16. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale of the Property for which LESSEE has any right of first refusal.

~~17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.~~

18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

19. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

21. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

22. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's

assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. LESSEE may sublet the Premises within its sole discretion, upon notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR:

LESSEE:

\_\_\_\_\_  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

25. SUBORDINATION AND NON-DISTURBANCE. *Delete the first sentence of this paragraph if SNDAs for all existing encumbrances are obtained prior to Lease execution.* LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of

this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

26. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

27. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until

LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

28. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

29. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with



any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

30. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

31. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

32. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

33. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

34. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

35. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

**LESSOR:**

\_\_\_\_\_

By: \_\_\_\_\_

WITNESS

Its: \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

**LESSEE:**

By: \_\_\_\_\_

WITNESS

Its: \_\_\_\_\_

\_\_\_\_\_

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

Exhibit "A"

(Sketch of Premises within Property)

11/25/13

# **City of Scottsbluff, Nebraska**

**Monday, December 2, 2013**

**Regular Meeting**

## **Item Reports5**

**Council to consider a contract with the City of Alliance naming Perry Mader the “Responsible Charge” for their downtown Historic Lighting Federal Aid Project and authorize the Mayor to execute the interlocal agreement and approve the Resolution.**

Staff Contact: Perry Mader, Park and Rec Director



November 8, 2013

Perry Mader  
c/o Terri Rose  
Administrative Records Technician  
2525 Circle Drive  
Scottsbluff, NE 69301

Re: Project ENH-6257 (2), Contract No. 51453, Box Butte Avenue Historic Lighting Federal Aid Project

Dear Mr. Mader:

The Alliance City Council at their regular meeting on November 7, 2013 passed Resolution No. 13-108 authorizing the City of Alliance to enter into an Interlocal Agreement with the City of Scottsbluff to provide "Responsible Charge" services for the Box Butte Avenue Historic Lighting Project. On behalf of the City of Alliance, I would like to thank you for agreeing to assume the responsibilities as the "Responsible Charge" for this project. I am forwarding three original Agreements for you and your Mayor's signature. Once executed, I am requesting one Agreement be returned to my office so I may have a copy for my records and I will also be forwarding a fully executed copy to the state. Once again, your assistance is very much appreciated.

If you have any further questions, please do not hesitate to call my office at (308) 762-5400.

Sincerely,

CITY OF ALLIANCE

Linda S. Jines  
City Clerk

LSJ/tj

Enclosures



**Building the Best Hometown in America™**

City of Alliance ~ P.O. Box D ~ Alliance, NE 69301 ~ 308-762-5400  
[www.CityOfAlliance.net](http://www.CityOfAlliance.net)



NDOR Project Number: ENH-6257 (2)  
NDOR Control Number: CN 51453  
NDOR Project Name: Box Butte Avenue Historic Lighting  
Name of Responsible Charge Person: Perry Mader

## NEBRASKA LOCAL PUBLIC AGENCY INTERLOCAL COOPERATION ACT AGREEMENT

### PARTIES

THIS AGREEMENT ("Agreement") is entered into by City of Alliance, the Receiving LPA and City of Scottsbluff, the Assisting Public Entity. The County, Municipality or other public entity undertaking the Federal-aid highway project will be referred to herein as the Receiving LPA. The public entity providing the services of an employee to act as a Responsible Charge (RC) will herein be referred to as Assisting Public Entity.

### PURPOSE

This Agreement is entered into pursuant to Neb. Rev. Stat. § 13-801 et. seq., and shall be considered an interlocal agreement to the extent allowable for the purposes of Neb. Rev. Stat. § 13-501 et seq., and Neb. Rev. Stat. § 77-3401 et seq. The purpose of this Agreement is to provide the terms for the Assisting Public Entity to provide the services of its employee to act as the RC for a Federally funded (through FHWA) transportation project of the Receiving LPA.

### RECITALS

WHEREAS, Receiving LPA intends to complete the design and construction of a county road, city street or other Federal-aid transportation improvement project identified as NDOR Project Number ENH-6257(2), NDOR Control Number 51453, Box Butte Avenue Historic Lighting, for which Receiving LPA intends to be fully eligible to receive Federal-aid highway transportation project funds.

WHEREAS, Receiving LPA cannot provide a full-time public employee to carry out the responsibilities for its Federal-aid transportation project.

WHEREAS, Assisting Public Entity has a full-time public employee on staff who has successfully completed required training to serve as a RC for a Federal-aid transportation project. According to the terms of this Agreement, Assisting Public Entity is willing to provide the services of this employee to Receiving LPA to be in day-to-day responsible charge of all aspects of Receiving LPA's project, from planning through post-construction activities, so that the project remains eligible for Federal-aid transportation project funding.

WHEREAS, the parties understand that Receiving LPA must comply with all terms of 23 C.F.R. § 635.105(c) in order for this Federal-aid transportation project to be eligible for Federal funding. The parties intend for Receiving LPA to comply with these requirements by using Assisting Public Entity's employee who will be in responsible charge of the Federal-aid

transportation project and will ensure that, at a minimum, (1) all aspects of the project receive independent and careful development, supervision and inspection, (2) the project is constructed in compliance with the plans and specifications, (3) all aspects of the project, from planning through construction activities, including all environmental commitments are carried out according to applicable requirements and remain eligible for Federal funding, and (4) decisions made and actions taken for the project have adequate supporting documentation filed in an organized fashion.

THEREFORE, in consideration of the mutual promises set out herein, the parties agree as follows:

## DEFINITIONS

For purposes of this Agreement, the following definitions will apply:

**Fully qualified** means a person who has satisfactorily completed all applicable NDOR training courses and who has met the other requirements necessary to be included on the NDOR list of LPA RCs.

**Full-time public employee** means a public employee who meets all the requirements and is afforded all the benefits of full-time employees as that phrase is applied to other employees of the employing public entity. A person is not a full-time public employee if that person provides outside private consulting services, or is employed by any private entity, unless that person can prove to NDOR in advance, that employee's non-public employment is in a field unrelated to any aspect of the project for which Federal aid is sought.

**Public employee** means a person who is employed solely by a county, a municipality, a political subdivision; a Native American tribe; a school district; another entity that is either designated by statute as public or quasi-public; or an entity included on a list of entities determined by the Nebraska Department of Roads, and approved by FHWA, as fulfilling public or quasi-public functions.

**Responsible Charge** means the public employee who is fully empowered by LPA and has actual day-to-day working knowledge and responsibility for all decisions related to all aspects of the Federal-aid project from planning through construction project activities, including all environmental commitments. RC is the day-to-day project manager, and the LPA's point-of-contact for the project. Responsible charge does not mean merely delegating the various tasks; it means active day-to-day involvement in identifying issues, investigating options, working directly with stakeholders, making decisions, and actively monitoring project construction. It is understood that RC may elect to use consultants to provide certain technical tasks associated with the project so long as RC actively manages and represents the owner's interests in those technical tasks.

## DUTIES OF ASSISTING PUBLIC ENTITY

The Assisting Public Entity hereby agrees to provide Perry Mader to serve as the RC for Receiving LPA's Federal-aid transportation project identified as NDOR Project Number ENH-6257(2), NDOR Control Number 51453, *Box Butte Avenue Historic Lighting*, Assisting Public Entity pledges and agrees that:

- 1) This person is a **full-time public employee** of Assisting Public Entity.



- 2) This person is fully qualified and has successfully completed required training to serve as a RC.
- 3) It must require the RC to attend and complete following activities: participation in an annual workshop, which will be based on recommendations of the QA/QC program. Attendance at this workshop will fulfill the requirement for a minimum of 8 hours of professional development hours annually.
- 4) It has authorized this person to be in day-to-day **responsible charge** of Receiving LPA's Federal-aid project and to spend all time reasonably necessary to properly discharge all duties associated with the project, including ensuring that all aspects of the project, from planning through post-construction activities, are in compliance with the LPA Guidelines Manual for Federal-aid Projects, and applicable State and Federal laws, regulations and policies in order to remain eligible for Federal-aid highway project funding.
- 5) It will not assign other duties to this person that would affect his or her ability to properly carry out the duties set out in this Agreement.
- 6) It will support the activities of this person to ensure that Receiving LPA's project is in compliance with the LPA Guidelines Manual for Federal-aid Projects, and applicable State and Federal laws, regulations and policies in order to remain eligible for Federal-aid highway project funding.
- 7) It will take any action necessary to make sure that Receiving LPA and the State of Nebraska Department of Roads, meet their respective obligations set out in 23 C.F.R. § 635.105.

#### **DUTIES OF RECEIVING LPA**

The Receiving LPA pledges and agrees that it:

- 1) Will reimburse Assisting Public Entity for the services of the RC in accordance with the terms of this Agreement.
- 2) Will provide necessary office space, materials and administrative support for the RC.
- 3) Will fully cooperate with, support and not unreasonably interfere with the day-to-day control of the RC concerning the acts necessary for making the project eligible for Federal funding.
- 4) Will take all necessary actions to comply and assist the RC in complying with all Federal and State requirements and policies applicable to Federal-aid transportation projects, including, but not limited to, all applicable requirements of 23 C.F.R. § 635.105.
- 5) Will take all necessary actions to ensure that the RCs work on the project would be deemed to meet the same standards that the Nebraska Department of Roads must meet under 23 C.F.R. § 635.105.
- 6) Is ultimately responsible for complying with all Federal and State requirements and policies applicable to Federal-aid highway projects. This includes meeting all post-construction environmental commitments. Receiving LPA understands that non-compliance with in compliance with the LPA Guidelines Manual for Federal-aid Projects, and applicable State and Federal laws, regulations and policies may result in the loss of all Federal funding for the project. In the event that the acts or omissions of RC, Receiving LPA, or its agents or representatives, result in a finding that a project fails to comply with the LPA Guidelines Manual for Federal-aid Projects, and applicable State and Federal laws, regulations and policies, LPA will be required to repay NDOR some or all previously paid Federal funds and any costs or expenses NDOR has incurred for the project.

## **NDOR THIRD PARTY RIGHTS**

The NDOR is not a signatory to this Agreement and is not assigned specific duties under this Agreement, however the NDOR may exercise the rights of a third party beneficiary to this contract, in the event of a default, or if it determines, in its sole discretion, that it would be in the best interest of the State to exercise its rights.

### **PAYMENT**

In order to serve as RC, Receiving LPA shall pay to Assisting Public Entity the amount of 60 hrs X 59.24 = 3,554.40. Unless mutually agreed otherwise, the Assisting Public Entity shall bill the Receiving LPA for all expenses not later than 45 days following the period of RC.

### **INSURANCE**

Assisting Public Entity and Receiving LPA shall each bear the risk of its own actions, as it does with its day-to-day operations.

The RC shall not begin work under this Agreement until it has shown proof that the Assisting Public Entity has in effect all insurance coverage required under this section.

- A. Workers' Compensation and Employers Liability Insurance  
The minimum acceptable limits shall be the statutory limits as required by the State of Nebraska for Coverage A, Workers' Compensation and \$500,000 each accident for Coverage B, Employers Liability.
- B. Commercial General Liability Insurance  
The minimum acceptable limits of liability shall be \$1,000,000 each occurrence. If the coverage contains a general aggregate, such limit shall not be less than \$2,000,000. The Receiving LPA is to be included as an additional insured on the insurance coverage required under this section.
- C. Automobile Liability Insurance  
The minimum acceptable limit of liability shall be \$1,000,000 Combined Single Limit for each accident. The Receiving LPA is to be included as an additional insured on the insurance coverage required under this section.
- D. Professional Liability Insurance  
Coverage shall be for wrongful acts, errors or omissions. The minimum acceptable limits of liability shall be \$1,000,000 each occurrence. If the coverage contains a general aggregate, such limit shall not be less than \$2,000,000.
- E. Certificate of Insurance  
The Assisting Public Entity shall furnish the Receiving LPA with a certificate(s) of insurance evidencing the coverages required in this section. If the certificate(s) is shown to expire prior to completion of all the terms of this Agreement, the Assisting Public Entity shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the Receiving LPA.

## INDEMNIFICATION

Each party hereto agrees to indemnify and hold harmless the other parties from and against all losses, liability, expenses, damages and claims, including attorney's fees, arising out of or resulting from the indemnifying party's acts or omissions in performing under this Agreement, except to the extent caused by negligent or willful act or omission of the other party. Each party agrees to provide liability insurance to indemnify itself in the event that it becomes liable for the payment of a judgment based upon its acts or omissions, or the acts or omissions of its agents or employees in performing this Agreement.

## TERM AND DURATION

This Agreement shall become effective as to each party on the date such party executes the Agreement and shall continue in force and remain binding until said party terminates the agreement. This Agreement shall remain effective until the completion of the project, or January 31, 2015 *[or whatever date the parties want to insert]*. If the project is not completed by that date, this Agreement must continue in effect as agreed to by the parties.

## TERMINATION

With 30 days written notice, either party may terminate this Agreement. A new fully-qualified RC must be assigned to the project by the Receiving LPA prior to termination of this Agreement, or the project may be found to be ineligible for Federal funds.

NOW THEREFORE, in consideration of the covenants and obligations contained herein, the Assisting Public Entity and the Receiving LPA duly execute this NEBRASKA LOCAL PUBLIC AGENCY INTERLOCAL COOPERATION ACT AGREEMENT.

---

City of Scottsbluff, Assisting Public Entity

---

Print name of Mayor/Randy Meininger of Assisting Public Entity

---

Signature of Mayor/Randy Meininger of Assisting Public Entity

Attest:

---

*[Cindy Dickinson, City Clerk]*

*[This document must be accompanied by a resolution from the governing body which authorizes the person above to sign on behalf of Assisting Public Entity.]*

\_\_\_\_\_  
City of Alliance

*Fred Feldges*

\_\_\_\_\_  
Print name of Mayor/Fred Feldges of Receiving LPA

*Fred Feldges*

\_\_\_\_\_  
Signature of Mayor/Fred Feldges of Receiving LPA

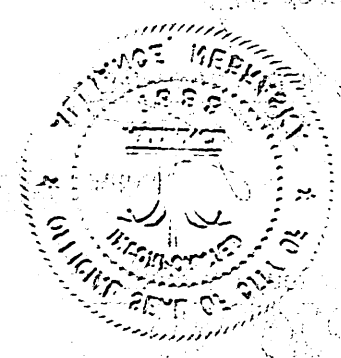
Attest:

*Linda S. Finis*

\_\_\_\_\_  
[Signature and stamp of City or County Clerk or Corporate Secretary]

*[This document must be accompanied by a resolution from the governing body which authorizes the person above to sign on behalf of the Receiving LPA.]*

THE BOARD OF SUPERVISORS OF THE COUNTY OF SCOTTS BLUFF, NEBRASKA, HAS THIS DAY APPROVED THE FOLLOWING RESOLUTION:



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

APPROVED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.

BY \_\_\_\_\_

CLERK OF SUPERVISORS

RESOLUTION NO. 13-108

*WHEREAS*, Assisting LPA, has a full-time public employee on staff, who is fully qualified and has time and interest in serving as “Responsible Charge” (RC); and

*WHEREAS*, Receiving LPA has requested to enter into a Nebraska Local Public Agency Interlocal Cooperation Act Agreement with Assisting LPA for the services of a qualified “Responsible Charge” (RC) for a Federal-Aid project in Receiving LPA; and

*WHEREAS*, Receiving LPA and Assisting LPA; have agreed on the terms and conditions of said Interlocal Cooperative Agreement as submitted.

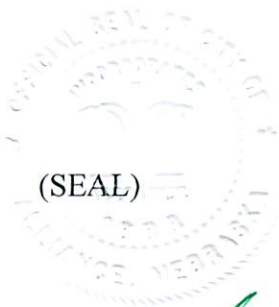
*NOW, THEREFORE, BE IT RESOLVED* by the Mayor and Council of the City of Alliance, Nebraska, that Perry Mader, Director of Parks and Recreation for the City of Scottsbluff is hereby authorized to sign on behalf of LPA, the Receiving or Assisting LPA Public Entity, the Nebraska Local Public Agency Interlocal Cooperative Act Agreement for a Federal-Aid project in Receiving LPA.

NDOR Project No.: ENH-6257 (2)

NDOR Control No.: CN 51453

Project Name: Box Butte Avenue Historic Lighting

PASSED AND APPROVED this 7<sup>th</sup> day of November, 2013.



Handwritten signature of Fred Feldges in black ink.

Fred Feldges, Mayor

Attest: Handwritten signature of Linda S. Jines in blue ink.  
Linda S. Jines, City Clerk

Approved as to Form and Legality:

Handwritten signature in green ink, likely representing the legal counsel.  
\_\_\_\_\_  
Simmons Olsen Law Office, Legal Counsel

BY ORDER OF THE BOARD OF DIRECTORS

DATE: 12/2/2013



THE BOARD OF DIRECTORS OF THE CITY OF SCOTTSBLUFF, NEBRASKA, HAS THIS DAY ADOPTED THE FOLLOWING RESOLUTION:

RESOLVED, THAT THE CITY OF SCOTTSBLUFF, NEBRASKA, DO hereby authorize the Mayor and City Manager to execute and deliver to the State of Nebraska, the following instrument:

TO HAVE AND TO HOLD unto the State of Nebraska, the County of Kearney, the City of Scottsbluff, Nebraska, the sum of \$1,000,000.00 (one million dollars) for the purpose of the purchase of the property described in the instrument hereto attached and to do all things necessary to carry out the intent and purpose of this resolution.

IN WITNESS WHEREOF, the Board of Directors of the City of Scottsbluff, Nebraska, has hereunto set its hand and seal this 2nd day of December, 2013.

BY THE CITY CLERK

# **City of Scottsbluff, Nebraska**

**Monday, December 2, 2013**

**Regular Meeting**

## **Item Reports6**

**Council to authorize Mayor to sign the agreement for purchase of property at 1308 E 17th Street for the price of \$15,000.00 for the purpose of Stormwater Management.**

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



# Agenda Statement

Item No.

For meeting of: December 2, 2013

**AGENDA TITLE:** Council to authorize Mayor to sign agreement for purchase of property at 1308 E 17<sup>th</sup> Street for the price of \$15,000.

**SUBMITTED BY DEPARTMENT/ORGANIZATION:** Public Works Department

**PRESENTATION BY:** Rick Kuckkahn

**SUMMARY EXPLANATION:** The City has been approached by a property owner to buy a piece of property located at 1308 E 17<sup>th</sup> Street. This property is one of the high priority properties for the City to acquire to eliminate liability and provide for future improvements to the Scottsbluff Drain. The property has two structures located directly over the Scottsbluff Drain, including a house with a direct sewer connection to the Drain. The property owner is asking for the taxable value of the property, about \$15,000. The Stormwater budget has about \$200,000 budgeted in a fund set aside solely for the purpose of making improvements to the Scottsbluff Drain. This money can be used for the purchase of this property.

A public hearing was held at the November 18<sup>th</sup> Council meeting and no comments were made.

**BOARD/COMMISSION RECOMMENDATION:** The Scottsbluff Drain Board recommends the purchase of this property.

**STAFF RECOMMENDATION:** Staff recommends that Council authorize the mayor to sign the agreement to purchase the property.

---

## EXHIBITS

Resolution  Ordinance  Contract  Minutes  Plan/Map

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

**NOTIFICATION LIST:** Yes  No  Further Instructions

Lynn Garton, Wastewater Supervisor

Annie Folck, Stormwater Program Specialist

**APPROVAL FOR SUBMITTAL:** \_\_\_\_\_

City Manager

---

Rev 3/1/99CClerk

## AGREEMENT

This Agreement is made on December\_\_\_\_, 2013, between June Leider, a single person (the "Seller") and the City of Scottsbluff, Nebraska, a municipal corporation (the "Buyer").

### Recitals:

a. The Seller is the owner of the following described real estate along with all permanent improvements (the "Real Estate"):

Beginning at the Northwest corner of Tract Numbered 4 of Imperial Acres, an Addition to Scottsbluff, Nebraska, extending thence East on the North line of said Tract 41.9 feet; thence extending South 110 feet; thence West parallel with The North line of said Tract 51.9 feet; thence North 110 feet to the point of beginning, all in Scotts Bluff County, Nebraska.

More commonly known as 1308 East 17<sup>h</sup> Street, Scottsbluff, NE.

b. The Seller desires to sell and the Buyer desires to purchase the Real Estate according to the terms of this Agreement.

### Agreement:

#### 1. Purchase Price:

The purchase price shall be \$15,000.00, payable at the Closing in cash or its equivalent.

#### 2. Closing and Possession:

Possession shall be delivered to the Buyer at the time of closing (the "Closing"). The Closing shall take place on or before December 31, 2013. At the Closing, the Seller shall deliver to the Buyer a Warranty Deed free and clear of all liens and encumbrances, excepting easements, restrictions, reservations, rights-of-way of record and subject to standard exceptions in the title insurance policy.

#### 3. Evidence of Title:

Prior to the Closing, the Buyer shall obtain a title insurance commitment binder showing that the Seller has merchantable title to the Real Estate. The Seller shall have a

reasonable time to correct any defects and, if necessary, the Closing shall be delayed accordingly. If it is impossible to perfect title or if defects exist which will require court action or an unreasonable expense or time to cure, the Buyer shall have the option to terminate this Agreement in writing.

4. Conditional Agreement:

Seller understands and agrees that Buyer is a municipal corporation of the State of Nebraska and must follow statutory law and Open Meeting statutes in order to purchase the Real Estate. This Agreement is conditional upon the Buyer obtaining approval of and authorization from the Scottsbluff City Council to proceed with the purchase. In the event the Scottsbluff City Council does not approve or authorize the purchase, then this Agreement shall become null and void, and the Buyer shall be released from the terms of this Agreement.

5. Taxes:

The Seller shall pay all real estate taxes levied against the Real Estate for all years prior to the year of the Closing along with all special assessments levied on the Real Estate in full. The real estate taxes for the year of the Closing shall be prorated between the parties to date of the Closing based on the most recent tax statement available. The Seller has not received any notice of any special assessments which affect the Real Estate and to the Seller's knowledge, no such assessments are pending or contemplated.

6. Risk of Loss:

Risk of loss for all improvements to the Real Estate shall remain with the Seller until the Closing. In the event that the improvements are substantially destroyed prior to the Closing, either party may declare this Agreement null and void.

7. Inspection and Disclosures:

a. The Buyer has inspected the Real Estate and is entering into this Agreement based on that inspection and not on any representations or warranties, express or implied, made by the Seller, except as otherwise provided for in this Agreement.

b. The Seller agrees to deliver the Real Estate to the Buyer in its present condition, reasonable wear and tear excepted.

**8. Seller's Representations:**

The Seller represents to the Buyer that to the best of the Seller's knowledge:

a. No sources of contamination exist on the Real Estate which would obligate the Buyer to clean up expenses under Federal or State environmental laws and regulation, and the Seller has received no notice of the existence of such contamination. In addition, the Seller has received no notice of any action or proposed action by governmental authorities concerning contamination of the Real Estate.

b. The Seller has received no notices from any governmental authority, indicating that the Real Estate is in violation of any zoning, building, environmental, fire or health codes or similar statutes or that the current operation of the Real Estate does not comply with all applicable governmental laws, rules, and regulations.

c. There is no actual or threatened, suit or claim resulting from any controversy which may adversely affect the Real Estate or its ownership.

d. There are no claims for construction liens or any unpaid amounts for labor or material which would give rise to construction liens.

**9. Expenses of Sale:**

The cost of the preparation of this Agreement shall be paid by Buyer. The Buyer shall also pay for the preparation of the Warranty Deed, the cost of preparing the closing statement, if required and the closing as well as the cost of any owner's title insurance coverage.

**10. Default:**

Time is of the essence. If either party shall default in the performance of this Agreement, the other party shall have all legal remedies available to them.

**11. General Provisions:**

a. This Agreement shall not be assignable by either party without the consent of the other party.

b. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns; provided, however, no assignment of

all or any portion of this Agreement shall relieve any party of its obligations under this Agreement.

c. No waiver of any breach of any provision of this Agreement will be deemed a waiver of any other breach of this Agreement. No extension of time for performance of any act will be deemed an extension of the time for performance of any other act.

d. This Agreement may be executed in one or more counterparts, each of which may be considered as an original.

e. This Agreement shall be construed according to the laws of Nebraska.

f. This Agreement contains the entire agreement of the Parties. This Agreement may be amended only in writing signed by all parties.

City of Scottsbluff, Nebraska, Buyer

\_\_\_\_\_  
June Leider, Seller

BY \_\_\_\_\_  
Randy Meininger, Mayor

State of Nebraska, Scotts Bluff County:

This Agreement was acknowledged before me on December\_\_\_\_, 2013, by June Leider, a single person, Seller.

\_\_\_\_\_  
Notary Public

State of Nebraska, Scotts Bluff County:

This Agreement was acknowledged before me on December\_\_\_\_, 2013, by Randy Meininger, Mayor of the City of Scottsbluff, Nebraska, a Nebraska municipal corporation, for and on behalf of the City/corporation.

\_\_\_\_\_  
Notary Public

# **City of Scottsbluff, Nebraska**

**Monday, December 2, 2013**

**Regular Meeting**

## **Item Reports7**

**Council to select an individual to fill the council vacancy left by the resignation of Council member Mike Deibert.**

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

# **City of Scottsbluff, Nebraska**

**Monday, December 2, 2013**

**Regular Meeting**

## **Item Resolut.1**

**Council to consider an Ordinance dealing with a change in fees for proposed budgeted fees charged for water, wastewater, and environmental services (third reading).**

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

**AN ORDINANCE OF THE CITY OF SCOTTSBLUFF AMENDING SEWER USER FEES AT CHAPTER 6 ARTICLE 6, INCLUDING SURCHARGE FOR STORMWATER REGULATORY REQUIREMENTS, AMENDING AND CHANGING THE SOLID WASTE COLLECTION FEES AT CHAPTER 6 ARTICLE 6, WATER SERVICE FEES AT CHAPTER 6 ARTICLE 6, PARKING FEES AT CHAPTER 6 ARTICLE 6, AND MISCELLANEOUS POLICE FEES FOR POLICE SERVICES AND PERMITS AT CHAPTER 6 ARTICLE 6, REPEALING PRIOR PROVISIONS OF THE MUNICIPAL CODE AND PROVIDING FOR AN EFFECTIVE DATE.**

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

Section 1. Section 6-6-17 of the Scottsbluff Municipal Code is amended to provide as follows:

**6-6-17. Other licenses.**

The following fees are hereby imposed for licenses required by the Municipal Code:

Bicycle registration .....	\$5.00
Electric Personal Assistive Mobility Device registration .....	5.00
Public dances	
per day .....	5.00
six month license .....	50.00
one year license .....	100.00
Bingo permit .....	10.00
Peddling permit	
per week .....	20.00
per year .....	75.00
Pawnbrokers permit .....	50.00
new address permit .....	25.00
Application fee, taxi cab .....	25.00
Arborist permit .....	10.00

(Ord. 2597, 1998; Ord. 3968, 2008; Ord. 4048, 2011)

Section 2. Section 6-6-18 of the Scottsbluff Municipal Code is amended to provide as follows:

**6-6-18. Occupation taxes.**

The occupation tax referred to elsewhere in the municipal code shall be upon each of the following occupations and businesses (except as provided in such section) in amounts, respectively, as follows:

- A -

Alcohol, alcoholic liquors. Per year-

Manufacture of alcohol and spirits .....	\$1,000.00
Catering Licensee .....	200.00
Manufacture of beer .....	500.00
Manufacture of wine .....	500.00
Alcoholic liquor (except beer) wholesaler .....	1,000.00
Beer wholesaler .....	250.00
A - retailer of beer only, for consumption on premises .....	200.00
B - retailer of beer only, for consumption off premises (sale in original packages only) .....	200.00
C - retailer of alcoholic liquors for consumption on premises and off premises (sale in original packages only), except nonprofit corporation which is a club .....	600.00
C - retailer of alcoholic liquors, including beer for consumption on the premises only, nonprofit corporation which is a club .....	150.00
D - retailer of alcoholic liquors, including beer, for consumption off premises (sale in original packages only) .....	400.00



I - retailer of alcoholic liquors, for consumption on premises only ..... 500.00  
 Special Designated License, except for special designated license issued to a holder of a catering license .. ..... 50.00 per day

Non-beverage User

Class 1 ..... 5.00  
 Class 2 ..... 25.00  
 Class 3 ..... 50.00  
 Class 4 ..... 100.00  
 Class 5 ..... 250.00

- B -

Billboard advertising, bill posting, thrust upon public view or attention from billboards located upon private property, or elsewhere, for pay or hire, by persons, firms or corporations -  
 Per Year ..... \$ 25.00

- D -

Dog kennels  
 Kennel authorized to keep less than five (5) dogs  
 Per Year ..... 25.00  
 Kennel authorized to keep five (5) dogs or more  
 Per Year ..... 50.00

- F -

Fire insurance company or association  
 Per Year ..... 5.00

- H -

Hawkers and peddlers  
 Per Week ..... 5.00  
 Per Year ..... 25.00

- P -

Pawnbrokers  
 Per Year ..... 100.00  
 Petroleum products, refineries of  
 Per Year ..... 250.00  
 Pet shop  
 Per Year ..... 50.00  
 (Ord 3835, 2005; Ord. 3991, 2009)

Section 3. Section 6-6-19 of the Scottsbluff Municipal Code is amended to provide as follows:  
**6-6-19. Minimum Charge.**

Each user shall pay a sewer service charge in the minimum amount of \$40.67 which shall cover the first 10,000 gallons of water consumed by the user during the bimonthly billing period as determined in Chapter 18. Each user shall pay an additional charge of \$3.01 per each 1,000 gallons of water consumed in excess of 10,000 gallons during the applicable billing period. Provided, however, wholesale users shall pay 92.5% of the charges provided in this paragraph.

The rates and fees provided for in this section shall be effective with respect to all connections, installations and usage on or after January 1, 2014, and for usage for which billings are made on or after January 1, 2014.

Section 4. Section 6-6-20 of the Scottsbluff Municipal Code is amended to provide as follows:  
**6-6-20. Private water supply.**

With respect to users having a private water supply which is discharged into the City's sanitary sewer system, sewer service charges shall be calculated as follows:

(1) Commercial and industrial users shall meter their water supply at their expense and their sanitary sewer use charge shall be based on the quantity of water consumed on the premises from all sources.

(2) Single-family residential users within the city limits shall pay \$49.77 per bimonthly period.

(3) Single-family residential users outside the city limits shall pay \$83.33 per bimonthly period.

(4) Multi-family residential users shall pay \$71.65 per dwelling unit per bimonthly period.

The rates and fees provided for in this section shall be effective with respect to all connections, installations and usage on or after January 1, 2014, and for usage for which billings are made on or after January 1, 2014.

Section 5. Section 6-6-22 of the Scottsbluff Municipal Code is amended to provide as follows:

**6-6-22. Surcharge.**

(1) There will be a \$0.50 per billing cycle surcharge fee to all residents of the city for stormwater regulatory requirements and the use, upkeep and maintenance of the city’s stormwater collection system.

(2) Users who contribute wastewater the strength of which is greater than normal domestic sewage shall, in addition to the basic sewer charge, pay a surcharge equal to \$0.49 per pound for the first ten thousand (10,000) pounds of excess B.O.D. per billing cycle (or up to the limit of their contract with the City), and a surcharge of \$0.99 for all additional excess B.O.D. per billing cycle. A contribution of more than twelve thousand (12,000) pounds of excess B.O.D. per billing cycle, in the absence of a contract, shall subject the user to the sanctions and penalties provided in this Chapter. Users with a contract who exceed the limits of their contract may also be subject to the sanctions and penalties provided in this Chapter.

(3) Users who contribute wastewater the strength of which is greater than normal domestic sewage shall, in addition to the basic sewer charge, pay a surcharge equal to \$0.06 per pound of excess suspended solids per billing cycle.

(4) The expression “per billing cycle” as used in this section means the period for which the sewer service charge is payable.

(5) The rates and fees provided in this section shall be effective with respect to usage for which billings are made on or after January 1, 2014.

Section 6. Section 6-6-23 of the Scottsbluff Municipal Code is amended to provide as follows:

**6-6-23. Residential.**

The minimum monthly charges for collection and disposal service to residential units for solid waste contained in approved containers shall be as follows, effective for all billings made on and after January 1, 2014:

One-family unit (including mobile homes with an individual water or sewer connection) ..... \$17.82

One-family two container unit (including mobile homes with an individual water or sewer connection) ..... \$40.73

The minimum requirement for one-family two container units is twelve months from the date of request for two container service

Multifamily structures (including mobile home parks with a single water or sewer connection)	Rate Per Unit
2 to 4 units	17.82
5 to 6 units	16.01
7 to 10 units	15.13
11 to 16 units	14.24
17 to 39 units	13.32
40 to 59 units	12.44
60 or more units	11.58

Hotels, motels and rooming houses shall be considered as commercial establishments and shall pay charges based on the charges provided for institutional business, commercial and industrial establishments as provided in this Chapter. The charges for quantities or services which exceed those covered by the minimum charge shall be an amount equal to the reasonable cost of the service as determined by the City Manager or the designee of the City Manager.

The rates and fees provided in this section shall be effective with respect to usage for which billings are made on or after January 1, 2014.

Section 7. Section 6-6-24 of the Scottsbluff Municipal Code is amended to provide as follows:

**6-6-24. Institutional; business; commercial; industrial.**

(a) The monthly charges for collection and disposal of solid waste of institutional, business, commercial and industrial establishments, and solid waste in required containers at construction sites, shall be based upon the number of approved containers collected per collection. Where an establishment has its own water or sewer connection, the fact that it shares a building with another establishment, or does not occupy the entire building, shall be of no significance. The charge per approved container per collection shall, effective for all billings made on and after January 1, 2014 be as follows:

	<b>Each time container is emptied</b>	<b>Monthly minimum</b>
90 gallon	\$ 9.20	\$36.80
1.5 cubic yard	12.28	49.12
3.0 cubic yard	23.37	93.48

The rates and fees provided in this section shall be effective with respect to usage for which billings are made on or after January 1, 2014. (Ord. 4063, 2011)

Section 8. Section 6-6-27 of the Scottsbluff Municipal Code is amended to provide as follows:

**6-6-27. Special Collections and Additional Containers.**

Upon request, the City may, but is not required to, make special collections of solid waste or deliver addition containers for residents having an event. When a special collection is made, the charges shall be as follows:

Residential 90 gallon roll-out trash container.....	\$10.00
Residential yard waste container.....	\$10.00
Each appliance.....	\$25.00
Pallets (price for each pallet).....	\$ 5.00
Tires (price for each tire):	
Car.....	\$ 5.00
Truck.....	\$10.00
Tractor.....	\$22.00

When notified of an event such as a picnic, fund raiser, craft fair, party, collection point for recycling or other non routine event and an additional container is requested, the charges shall be as follows:

90 gallon - \$10.00 rental fee per container and \$10.00 for dump per container
1.5CY - \$12.28 rental fee per container and \$12.28 for dump per container
3CY - \$23.37 rental fee per container and \$23.37 for dump per container

The charges for the collection of other solid waste shall be based on volume as measured by the capacity of a standard ½ ton pickup truck. There shall be a minimum charge of \$10.00. If the volume of solid waste as estimated by the representative of the Sanitation Department exceeds to capacity of a standard ½ ton pickup truck, the charge shall be \$30.00 for each pickup load.

Section 9. Section 6-6-28 of the Scottsbluff Municipal Code is amended to provide as follows:

**6-6-28. Water service.**

(1) Each user of the City water system located within the City limits shall pay charges based on bimonthly consumption as follows:

<u>Gallons</u>	<u>Rate per Thousand Gallons</u>
Up to 10,000	\$2.172
10,001 to 20,000	1.767
20,001 to 60,000	1.760
60,001 to 100,000	1.740
Over 100,000	1.724

Consumption of any part of 1,000 gallons shall be considered as consumption of an entire 1,000 gallons for purposes of calculating consumption and the applicable rate(s).

(2) Each user of the City water system located within the City limits shall pay minimum bimonthly charges as follows:

<u>Water Meter Size</u>	<u>Minimum Charge</u>	<u>Gallons</u>
5/8" or 3/4"	\$21.72	10,000
1"	39.39	20,000
1½"	74.59	40,000
2"	100.99	55,000
3"	161.98	90,000
4"	248.35	140,000
6"	351.79	200,000
8"	524.19	300,000

Payment of the minimum charge shall constitute payment in full for any quantity of water not exceeding the amount shown in the "Gallons" column opposite the applicable "Minimum Charge." In the case of premises as to which the final date for connection of the plumbing has been deferred under section 22-1-8, there shall be a bimonthly charge for standby fire protection service of \$6.00.

Each user of the City water system located outside of the City limits, except for whole sale water use provided by the City pursuant to the terms of an agreement, shall pay the following:

For the first twenty (20) years of service through the City water system located outside the City limits . . . . . 2 times the minimum charges listed above  
 For 21-25 years . . . . . 1.75 times the minimum charges listed above  
 For 26 years and over . . . . . 1.5 times the minimum charges listed above  
 Provided, wholesale water use and sale shall be sold at an agreed upon amount as set by the City Council for charges outside the City limits. Provided further, users of the City water system that are serviced by the airport water line shall pay double, or 2 times the minimum charges listed above.

The rates and fees provided for in this section shall be effective with respect to all connections, installations, and usage on or after January 1, 2014.

Section 10. Section 6-6-30 of the Scottsbluff Municipal Code is amended to provide as follows:

**6-6-30. Parking permits and fees.**

The following fees are hereby imposed relating to the parking of vehicles:

- Over parking
  - If paid within 24 hours after notice.....\$5.00
  - If paid more than 24 hours and less than 72 hours after notice.....\$10.00
  - Limited time parking permit.....\$15.00

Section 11. Section 6-6-33.1 of the Scottsbluff Municipal Code is amended to provide as follows:

**6-6-33.1. Towing and storage of motor vehicles.**

(1) The storage cost of motor vehicles at the police warehouse or at the City/County impound lot shall be the sum of \$5.00 per day. These storage fees shall be separate from, and in addition to, any fees charged for storage of the vehicle when actually in the private towing contractor's impound lot. These storage fees shall be retained by the City, less any payments made to Scotts Bluff County pursuant to the Inter Local Cooperation Agreement for vehicle storage.

- (2) The fee for any vehicle towing shall be:
- a. The fee for any Police tow shall equal the charge for the tow to the City pursuant to the current tow contract between the City and the private towing contractor.
  - b. In addition to the tow fee referred to in section 6-6-31.1(2) a. there will be a \$20.00 administrative fee payable to the Police Department for any tow.

Section 12. Section 6-6-33.2 of the Scottsbluff Municipal Code is amended to provide as follows:

**6-6-33.2. Miscellaneous; police services.**

From time to time, the Police Department provides certain services to the general public for which a fee is charged. The fees for the following services shall be as follows:

- a. Criminal history checks: \$7.50
- b. Private security services: \$50.00 per hour, per person
- c. Fingerprints: \$7.50 per card
- d. Video/Audio duplication, including storage media: \$20.00
- e. Copies of police photographs: \$20.00 plus processing costs
- f. Hand gun permit: \$5.00
- g. Intoxilizer breath test: \$75.00

- h. Blood test: \$125.00
- i. Copies: \$1.00 per page
- j. Accident report copies by fax or mail: \$4.00  
(must provide self addressed, stamped envelope)

Section 13. Section 6-6-35 of the Scottsbluff Municipal Code is amended to provide as follows:

**6-6-35. Obstruction of streets for carnivals, bazaars, or the sale of merchandise.**

When applying for a permit to obstruct the sidewalk or street the sale of merchandise, or for any activity described in section 20-6-52, the applicant shall pay the following fee:

Permit to operate one of the activities described in Section 20-6-52 . . . . . 25.00  
(Ord. 3520, 1997)

Section 14. Existing Sections 6-6-17, 6-6-18, 6-6-19, 6-6-20, 6-6-22, 6-6-23, 6-6-24, 6-6-27, 6-6-28, 6-6-30, 6-6-33.1, 6-6-33.2, and 6-6-35 of the Scottsbluff Municipal Code are hereby repealed, provided however that the rates provided for in such prior sections shall remain effective until midnight, December 31, 2013. This Ordinance shall not be construed to effect any cause of action, civil or criminal, existing or actions pending, at the time this Ordinance becomes effective.

Section 15. This Ordinance shall become effective January 1, 2014.

**PASSED and APPROVED** on \_\_\_\_\_, 2013.

\_\_\_\_\_  
Mayor

Attest:

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

Approved as to Form:

\_\_\_\_\_  
Deputy City Attorney