

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

**Regular Meeting**  
**June 16, 2014**  
**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 June 2, 2014 Regular Meeting.
  - b) Cancel the June 30, 2014 Regular Council meeting as two regular meetings will have already been held in the month of June.
  - c) Council to approve the plans and specifications for hail damage repairs to city properties and authorize the city clerk to advertise for bids to be received by July 8, 2014 at 2:00 p.m.
7. Claims:
  - a) Regular Claims
  - b) Request for payment of claim by warrant to Kinghorn Gardens for Downtown Phase 3 Project.
8. Financial Report:
  - a) Council to review the April, 2014 Financial Report.
9. Petitions, Communications, Public Input:
  - a) Council to consider a Community Festival Permit for KNEB Radio, including street closure of the 1700 Block of Broadway, vendors, and noise permit for a Big Red Event featuring the Husker Sports Network on July 7, 2014 from 4:00 p.m. to 8:00 p.m.
10. Bids & Awards:
  - a) Council to consider awarding the bid for the Radiological Contaminant Study monitoring well construction to Charles Sargent Irrigation dba Sargent Drilling

Company in the amount of \$42,920.00.

11. Reports from Staff, Boards & Commissions:
  - a) Council to consider entering into a Pipeline License Agreement with BNSF Railway Company for two crossings that are part of the South Beltline Highway East water main project and authorize the Mayor to execute the agreement.
  - b) Council to consider an agreement with Electronic Recyclers International, Inc. for the collection of electronics and authorize the Mayor to execute the agreement.
  - c) Council to receive an update on the Comprehensive Plan.
  - d) Council to receive a scheduling update from Simon Contractors and Baker & Associates for the Avenue I project.
12. Subdivisions & Public Improvements:
  - a) Council to consider a Final Plat for Block 2, Reganis Subdivision and approve the Resolution.
  - b) Council to consider the Ordinance to Vacate Lots One and Two, Block 1, Idlewylde Addition of Scottsbluff.
13. Resolution & Ordinances:
  - a) Council to consider a Resolution extending the obligation of funding for ambulance services.
  - b) Council to consider the Revised 2014 One Year Street Improvement Plan, and approve the Resolution to include the Five Oaks Residential neighborhood.
  - c) Approval of a revision to the 2014 One Year Street Improvement Plan adding the new street Pine Circle.
  - d) Council to consider the Ordinance for Annexation of Block 9, Five Oaks Subdivision, situated on the SE corner of Avenue I and 42nd Street (third reading).
  - e) Council to consider the Ordinance for Annexation of proposed Block 6, & Block 14, Five Oaks Subdivision, these parcels are west of proposed Five Oaks Drive and north of 36th Street and proposed Sage Brush Drive (third reading).
14. Executive Session
  - a) Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda
15. 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
16. Council reports (informational only):
17. Scottsbluff Youth Council Representative report (informational only):
18. Adjournment.



# **City of Scottsbluff, Nebraska**

**Monday, June 16, 2014**

**Regular Meeting**

## **Item Consent1**

**Approve the minutes of the June 2, 2014 Regular Meeting.**

**Staff Contact: Cindy Dickinson, City Clerk**

The Scottsbluff City Council met in a regular meeting on Monday, June 2, 2014 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 May 30, 2014, 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 May 30, 2014. 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, Liz Hilyard and Scott Shaver. Absent: None.

Mayor Meininger asked if there were any changes to the agenda. There were none. 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 Council Member Hilyard, that:

1. "The minutes of the May 19, 2014 Regular Meeting be approved,"
2. "The plans and specifications for Compost Facility improvements be approved and authorize the city clerk to advertise for bids to be received by June 24, 2014 at 2:00 p.m.,"
3. "The plans and specifications for the Five Oaks Paving District 311 be approved and authorize the city clerk to advertise for bids to be received by 11:00 a.m., June 27, 2014," "YEAS", Gonzales, McCarthy, Meininger and Hilyard, NAYS" Shaver. Absent: None.

Assistant City Manager Johnson presented the claim to Scotts Bluff County for the purchase of a card identification machine for Region 22. The amount to be paid is 40% of the total bill which represents the City of Scottsbluff's share of the bill. Mayor Meininger added that it is a requirement that all staff who have received the IS training have an ID. The only other machine in the Panhandle is in Sidney. Moved by Council Member McCarthy, seconded by Council Member Hilyard, "to approve the claim in the amount of \$2239.88 to Scotts Bluff County for the purchase of a card reader for Region 22," "YEAS", Gonzales, Shaver, McCarthy, Meininger and Hilyard, "NAYS" None. Absent: None.

Moved by Council Member Gonzales, seconded by Council Member Shaver, "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 June 2, 2014, as on file with the City Clerk and submitted to the City Council," "YEAS", Gonzales, Shaver, McCarthy, Meininger and Hilyard, "NAYS" None. Absent: None.

## CLAIMS

ALAMAR UNIFORMS, UNIFORMS, 48.11; AMAZON.COM HEADQUARTERS, BKS/DPT SUP., 236.88; ANDREA FOLCK, TRAINING, 217.03; ASSOC SUPPLY COMPANY, INC., BLDG MAINT, 21540.51; BERNHARDT, KIRK, CON SRV, 72; BLUFFS BROADCASTING, DEPT SUPP, 500; BLUFFS SANITARY SUPPLY INC., BLDG MAINT, 361.71; CAPITAL BUSINESS SYSTEMS INC., CONT. SRVC, 71; CENTER FOR BIOPREPAREDNESS EDUCATION, TWO STUDENT FEES, 90; CHANCELLOR, ANTHONY G, UMPIRE FEES, 108; CITY OF SCB, POSTAGE, 14.65; CNA SURETY, BOND, 1050; COLONIAL LIFE & ACCIDENT INS CORP, I, SUPPLEMENTAL DISABILITY INS - EE, 48.7; CONNECTING POINT INC, CONT. SRVC, 240; CONSOLIDATED MANAGEMENT, SCHOOLS & CONF, 422.75; CONTRACTORS MATERIALS INC., DEPT SUPP, 461.44; CREDIT MANAGEMENT SERVICES INC., WAGE ATTACH, 586; CRESCENT ELECT. SUPPLY COMP INC, BLDG MAINT, 238.5; CULLIGAN OF SCOTTSBLUFF, BLDG MAINT, 16.2; DALE'S TIRE & RETREADING, INC., EQP MTC, 107.89; DOGGETT, RONALD L, UMPIRE FEES, 36; ENVIRO SERV INC, SAMPLES, 135; EXPRESS TOLL, DEV S. CONF, 6.8; FASTENAL CO., DEPT SUPP, 173.79; FEDERAL EXPRESS CORP., SHIPPING FEES, 7.75; FLOYD'S SALES & SERV INC., FILTERS, 275.23; FRANK IMPLEMENT INC., EQP MTC, 57.12; GERING CIVIC CENTER, SUPPLIES, 356.63; GOLD WATCH LLC, DISPOSAL FEES, 1500; HAWKINS, INC., CHLORINE, 5867.2; HAYWARD, ANDREW, CON SRV, 875; HEILBRUN FARM IND SUPP. INC., PARTS, 676.36; HENKEL'S MACHINE AND WELDING, VEH MAINT, 50; HOA SOLUTIONS, INC, EQUIP MAINT, 977.2; HODGES, JOSHUA H, UMPIRE FEES, 18; HOLIDAY INN - KEARNEY, SCHOOLS & CONF, 509.7; HOME DEPOT CREDIT SERVICES, DEPT SUP, 199.99; HWM, INC, EQUIP. MAIN., 425; HYDROTEX, OIL, 1783.56; ICMA RETIREMENT TRUST-457, DEFERRED COMP - EE, 1325.14; IDEAL LINEN SUP INC., DEPT SUP, 228.82; INDEPENDENT PLUMBING & HEATING, INC, GRD MTC, 157.8; INGRAM LIBRARY SERVICES INC, BKS, 1583; INTERNAL REVENUE SERVICE, 941 TAXES WITHHELD, 59110.51; J G ELLIOTT CO. INC., NOTARY BONDS, 341.25; JOHN DEERE FINANCIAL, DEP SUP, 402.03; JOPLIN, LORRIE, TREE REBATE, 109.98; KLEIN FAMILY TRUCKING, INC, LB840 GRANT, 5000; KRIZ-DAVIS COMPANY INC., EQUIP MAINT, 73.62; LAWSON, JAMY A, CON SRV, 200; LYNN PEAVEY CO INC, INVEST SUPPL, 203.7; M.C. SCHAFF & ASSOC, INC, DEV S. CONTRACTUAL SERV, 1040; MARTY'S ELECTRIC SERVICE, MAINTENANCE, 908; MATTHEW M HUTT, PH-D, CONTRACT, 1025; MENARDS, DEPT SUPP, 587.24; MENDOZA, PAUL, UMPIRE FEES, 198; MES, EQUIP REPRS, 134.82; MIDWEST CONNECT, LLC, EQUIP. MAIN., 113.75; MONEY WISE OFFICE SUPPLIES, DPT SUP., 352.61; MOTOROLA, EQUIP MAINT, 786.4; MUNICIPAL SUPPLY, INC., DEPT SUP, 3097.47; NE CHILD SUPPORT PAYMENT CENTER, NE CHILD SUPPORT PYBLE, 2089.06; NE DEPT OF ENVIRONMENTAL CONTROL, SRF LOAN PAYMENT, 333420.76; NE LAW ENFORCEMENT TRAINING CENTER, SCHOOLS & CONF, 80; NE MUNICIPAL FIRE CHIEFS ASSOC., NFPA ONLINE CODES, 450; NEBRASKA MACHINERY COMPANY, EQUIP MAINT, 2374.7; NE STATE INCOME TAX W/H 34, 377.92; NEFSMA, STRM WTR CONF, 215; NORTHWEST PIPE FITTINGS, INC. OF SCB, STRM WTR SUP, 418.5; NPPD, ELECTRIC, 62439.25; O'BANNON, BRIAN, TREE REBATE, 150; OREGON TRAIL PLBG & HTG INC, BLDG MAINT, 370; OROZCO, BRET T, UMPIRE FEES, 54; PANHANDLE CONCRETE PROD INC., DEPT SUP, 90; PAUL CONWAY SHIELDS, HELMET PARTS, 418.41; PAUL REED CONSTRUCTION & SUPPLY, INC, AIRPORT WATER MAIN EXTENSION, 50100.66; PERMA-BOUND, BKS, 51.02; PLATTE VALLEY BANK, HSA EE PYBLE, 13893.46; PLATTE VALLEY VAC & SEW, EQUIP REPRS, 178.69; POSTMASTER, POSTAGE, 290.26; PRINT EXPRESS, DPT SUP., 1108.15; PRO OVERHEAD DOOR COMPANY, INC, BLDG MTNC, 726.25; RAMADA INN-KEARNEY, BUSINESS TRAVEL, 77; RCI, FLEX CLAIMS 785.60; RCI, MEDICAL CLAIM, 89386.46; REAMS SPRINKLER SUPPLY CO., INC, GRNDS MAINT, 3363.09; RECREATION SUPPLY CO., INC., DEPT SUPP, 1196.85; REGIONAL WEST MEDICAL CENTER, SUPPLIES, 58.75; REGISTER OF DEEDS, LEGAL FEES, 50; RENAE L GRIFFITHS, EXPENSES-CONFERENCE, 794.23; RIGHT

BRAIN UNLIMITED,GRNDS MAINT,369.85; RIOS JR, ESIQUIO,UMPIRE FEES,288; ROBERT GOMEZ,UMPIRE FEES,54; ROOSEVELT P P DIST,ELECTRIC,2031.61; RV'S 4 U,EQUIP CHECK,90; S M E C,EE CONTRIBUTION - BIWEEKLY,240; SANDBERG IMPLEMENT, INC,DEP SUP,1238.6; SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,210; SCB POLICE OFFICERS ASS'N,POLICE EE DUES,378; SIMON CONTRACTORS,CONCRETE,7600.22; SOURCE GAS,MONTHLY ENERGY FUEL,5855.72; STAPLES,SUPPLIES,116.65; STAR HERALD,LEGAL PUBLISHING,2263.74; STATE HEALTH LAB,SAMPLES,2110; STATE OF NE.,CONTRACTUAL,525; STATE OF NEBR-DEPT OF ADMIN SVC,MONTHLY LONG DISTANCE,133.38; THE GALE GROUP,BKS,27.19; THOMAS P MILLER & ASSOC, LLC,CONTRACT,41583.33; TOYOTA FINANCIAL SVCS,RENT-MACH-HIDTA,383.99; TYLER TECHNOLOGIES, INC,FEES,348; US BANK,BOND INTEREST,3672.5; US BANK,SCHOOLS & CONF,375.66; VAN GALDER, JONATHAN P,UMPIRE FEES,36; VERIZON WIRELESS,CELL PHONE,494.01; WALMART COMMUNITY/GEMB,DEP SUP,291.86; WATER ENVIRONMENT FEDERATION,MEMBERSHIP FEES,62; WELLS FARGO BANK N.A.,TSA POLICE,28812.64; WESTERN TRAVEL TERMINAL,VEH MAINT,44.5; ZM LUMBER CO.,GRNDS MAINT,117.98; SHANE REINPOLD, REFUND 70.87; FORREST COLE, REFUND 62.30; JENNIFER SCHROEDER, REFUND 71.44; RAQUEL FLORES, REFUND 85.88.

John Marshall, President of the NEXT Young Professionals and Ryan Murphy, Vice President, approached the Council with a request for a Community Festival Permit for the 4<sup>th</sup> Annual Beer and Wine Festival. A portion of their proceeds will be used to benefit a non-profit or downtown revitalization. They explained that will provide adequate security to make sure that no alcohol is served to minors. They will have check points and will only allow attendees who are 21 and older. Moved by Mayor Meininger, seconded by Council Member Gonzales, “to approve the Community Festival Permit for the NEXT Young Professionals at the Broadway Mini Park, parking lot, including street closures, vendors, and noise permit for a Best of the West Beer and Wine Festival on August 23, 2014 from 12:00 noon to 9:00 p.m.,” “YEAS”, Gonzales, Shaver, McCarthy, Meininger and Hilyard, “NAYS” None. Absent: None.

Mr. Marshall explained that the Special Designated Liquor License will actually be attained by Gary Kelley, Liquor Cabinet, the liquor license holder who will provide the beer and wine for the event. Chief Spencer commented that the Police Department has not had any issues with this event in the past. Members of the NEXT Young Professionals will serve the beer and wine in 1 oz. pours at the booths. He emphasized that this is a tasting event, not a beer garden setting. Minors will not be allowed in the area where the tasting is taking place and attendees will wear wristbands after their ID is checked. Moved by Mayor Meininger, seconded by Council Member Shaver, “to approve the Special Designated Liquor License for the Liquor Cabinet and NEXT Young Professionals to serve wine and beer at a Community Festival event at the Broadway Mini Park on August 23, 2014 from 12:00 noon to 9:00 p.m.,” “YEAS”, Gonzales, Shaver, McCarthy, Meininger and Hilyard, “NAYS” None. Absent: None.

Gering City Administrator Lane Danielzuk presented a proposal from the Sports Facility Advisory on the development of a regional recreation master plan. He explained that the amended scope of services now includes an assessment of the Five Rocks Amphitheater and an aquatics design which include facilities within the City of Scottsbluff. The project manager will be meeting with all stake holders regarding the master plan. All questions and comments should be directed to Kathy Welfl at the City of Gering.

Mr. Johnson presented information regarding the outdoor teen dance at the Lied Scottsbluff Public Library which will include a live band. Library staff will inform the neighbors of the event and have submitted a noise permit for Council’s consideration. Moved by Council Member Shaver, seconded by Council Member Hilyard, “to approve the outdoor teen dance and noise permit at the Lied Scottsbluff Public Library on July 18, 2014 from 7:00 p.m. to 9:00 p.m.,” “YEAS”, Gonzales, Shaver, McCarthy, Meininger and Hilyard, “NAYS” None. Absent: None.

Assistant City Manager Johnson presented the 319 Grant Agreement, the sub-award of which was previously approved. This grant will be used for stormwater management, providing for green spaces in parking lots. Council Member Shaver voiced his concern with the agreement which states that the City will pay 40% of the total grant in match. Mr. Johnson explained that much of this match is in-kind with city staff performing the work duties and being credited as match. Mayor Meininger added that any additional funds would be covered by the Business Improvement District budget. Moved by Mayor Meininger, seconded by Council Member Gonzales "to authorize the Mayor to sign the 319 Grant Agreement in the amount of \$40,000.00," "YEAS", Gonzales, McCarthy, Meininger and Hilyard, "NAYS" Shaver. Absent: None.

Council reviewed the contract for the copy machine at the Police Department. Moved by Council Member Gonzales, seconded by Council Member McCarthy, "to authorize the Mayor to sign the contract with Copier Connection for the Police Department copy machine," "YEAS", Gonzales, Shaver, McCarthy, Meininger and Hilyard, "NAYS" None. Absent: None.

Mr. Johnson presented the Developers Agreement with C & T Holdings, LLC, for infrastructure improvements at the Five Oaks development. He explained that it outlines abandoning the previously constructed water and sewer utilities and constructing new infrastructure before the City takes over those utilities. Moved by Council Member Gonzales, seconded by Council Member McCarthy, "to approve the Developers Agreement with C & T Holdings, LLC, for the Five Oaks project and authorize the Mayor to execute the agreement," "YEAS", Gonzales, Shaver, McCarthy, Meininger and Hilyard, "NAYS" None. Absent: None.

Council introduced the Ordinance for Annexation of Block 9, Five Oaks Subdivision, situated on the SE corner of Avenue I and 42<sup>nd</sup> Street which was read by title on second reading: AN ORDINANCE ANNEXING A PARCEL OF LAND KNOWN AS BLOCK 9, FIVE OAKS SUBDIVISION LOCATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SCOTTS BLUFF COUNTY, NEBRASKA.

Council introduced the Ordinance for Annexation of proposed Block 6, & Block 14, Five Oaks Subdivision, these parcels are west of proposed Five Oaks Drive and north of 36<sup>th</sup> Street and proposed Sage Brush Drive which was read by title on second reading: AN ORDINANCE ANNEXING CERTAIN REAL ESTATE LOCATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SCOTTS BLUFF COUNTY, NEBRASKA, PLATTED AND NOW KNOWN AS LOTS 1-3 AND TRACT 2, BLOCK 6 AND LOT 8 AND TRACT 1, BLOCK 14, OF FIVE OAKS SUBDIVISION, CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA.

Under Council reports, Mark Bohl, Public Works Director, gave a report on the Avenue I project. He explained that the project is currently 2-3 weeks behind on our 55 day contract. He will be meeting with the contractors and discussing the contract time frame as there have been some delays due to weather. He is optimistic that the project will get back on track. To clarify, this is a state project, not a city project. Mayor Meininger voiced his appreciation of the work Mr. Bohl has done on this project.

Mayor Meininger reported on the annual Panhandle Area Development District (PADD) meeting with the Heartland Express organization. He commented that there are a lot of positive things happening with both PADD and the Heartland Express.

Thursday, July 17, 2014, 8:00 a.m. will be set as the budget work session.

The Riverside Discovery Center grand opening is scheduled for June 4<sup>th</sup>.

Moved by Council Member McCarthy, seconded by Mayor Meininger, "to adjourn the meeting at 6:30 p.m." "YEAS", Gonzales, Shaver, McCarthy, Meininger and Hilyard, "NAYS" None. Absent: None.

ATTEST:

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Mayor

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City Clerk

# **City of Scottsbluff, Nebraska**

**Monday, June 16, 2014**

**Regular Meeting**

## **Item Consent2**

**Cancel the June 30, 2014 Regular Council meeting as two regular meetings will have already been held in the month of June.**

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

# **City of Scottsbluff, Nebraska**

**Monday, June 16, 2014**

**Regular Meeting**

## **Item Consent3**

**Council to approve the plans and specifications for hail damage repairs to city properties and authorize the city clerk to advertise for bids to be received by July 8, 2014 at 2:00 p.m.**

**Minutes: Bid Specifications include roof and building repairs to the following City Properties:**

- 1. Public Safety Building**
- 2. Transportation Facility**
- 3. Police Storage Building & Indoor Shooting Facility**

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



**Advertisement for Bids**  
**City of Scottsbluff Public Safety Building Hail Damage Repairs**

Owner: City of Scottsbluff  
Address: 2525 Circle Drive, Scottsbluff, NE 69361

Sealed Bids for the replacement of fiberglass laminated shingles, commercial overhead doors and appurtenances for the Public Safety Building for the City of Scottsbluff, will be received by Cindy Dickinson, City Clerk at City Hall, 2525 Circle Drive, Scottsbluff, Nebraska until 2:00 P.M., (Local Time) July 8, 2014, and then at said office publicly opened and read aloud.

The Contract Documents may be examined at the following locations:  
City of Scottsbluff  
2525 Circle Drive  
Scottsbluff, NE 69361

M.C. Schaff & Associates  
818 South Beltline Highway East  
Scottsbluff, NE 69361

Copies of the Contract Documents may be obtained at the office of M.C. Schaff & Associates located at 818 South Beltline Highway East, Scottsbluff, NE 69361 upon payment of \$25.00 for each set, none of which will be refunded.

/s/ Cindy Dickinson  
City Clerk

Publish three times:  
6/20/14; 6/27/14; 7/4/14  
One affidavit of publication requested

**Advertisement for Bids**  
**City of Scottsbluff Transportation Facility Hail Damage Repair**

Owner: City of Scottsbluff  
Address: 2525 Circle Drive, Scottsbluff, NE 69361

Sealed Bids for the repair of hail damage of four separate buildings within the Transportation Facility located at 1105 3<sup>rd</sup> Avenue for the City of Scottsbluff, will be received by Cindy Dickinson, City Clerk at City Hall, 2525 Circle Drive, Scottsbluff, Nebraska until 2:00 P.M., (Local Time) July 8<sup>th</sup>, 2014, and then at said office publicly opened and read aloud.

The Contract Documents may be examined at the following locations:  
City of Scottsbluff  
2525 Circle Drive  
Scottsbluff, NE 69361

M.C. Schaff & Associates  
818 South Beltline Highway East  
Scottsbluff, NE 69361

Copies of the Contract Documents may be obtained at the office of M.C. Schaff & Associates located at 818 South Beltline Highway East, Scottsbluff, NE 69361 upon payment of \$25.00 for each set, none of which will be refunded.

/s/ Cindy Dickinson  
City Clerk

Publish three times:  
6/20/14; 6/27/14; 7/4/14  
One affidavit of publication requested

**Advertisement for Bids**  
**City of Scottsbluff Police Storage Building and Indoor Shooting Facility Roof**  
**Replacement**

Owner: City of Scottsbluff  
Address: 2525 Circle Drive, Scottsbluff, NE 69361

Sealed Bids for the replacement of asphalt shingles, EDPM roof and appurtenances for the Police Storage Building and Indoor Shooting Facility for the City of Scottsbluff, will be received by Cindy Dickinson, City Clerk at City Hall, 2525 Circle Drive, Scottsbluff, Nebraska until 2:00 P.M., (Local Time) July 8, 2014, and then at said office publicly opened and read aloud.

The Contract Documents may be examined at the following locations:

City of Scottsbluff  
2525 Circle Drive  
Scottsbluff, NE 69361

M.C. Schaff & Associates  
818 South Beltline Highway East  
Scottsbluff, NE 69361

Copies of the Contract Documents may be obtained at the office of M.C. Schaff & Associates located at 818 South Beltline Highway East, Scottsbluff, NE 69361 upon payment of \$25.00 for each set, none of which will be refunded.

/s/ Cindy Dickinson  
City Clerk

Publish three times:  
6/20/14, 6/27/14, 7/4/2014  
One affidavit of publication requested

# **City of Scottsbluff, Nebraska**

**Monday, June 16, 2014**

**Regular Meeting**

## **Item Claims1**

### **Regular Claims**

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



# Expense Approval Report

By Vendor Name

Post Dates 6/3/2014 - 6/16/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: 3M CENTER-TRAFFIC CONTROL</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
PAVEMENT TAPE	DEPARTMENT SUPPLIES				2,216.70
PAVEMENT TAPE	DEPARTMENT SUPPLIES				920.00
<b>Fund 212 - TRANSPORTATION Total:</b>					<b>3,136.70</b>
<b>Vendor 3M CENTER-TRAFFIC CONTROL Total:</b>					<b>3,136.70</b>
<b>Vendor: ACTION COMMUNICATION INC.</b>					
<b>Fund: 111 - GENERAL</b>					
Equip Maint	EQUIPMENT MAINTENANCE				71.75
equip. repairs	EQUIPMENT MAINTENANCE				25.00
<b>Fund 111 - GENERAL Total:</b>					<b>96.75</b>
<b>Fund: 218 - PUBLIC SAFETY</b>					
PUB SAFETY CIP-PO #2	DEPARTMENT SUPPLIES				1,660.21
PUB SAFETY CIP-PO#2	DEPARTMENT SUPPLIES				1,694.60
PUB SAFETY CIP-PO#1	DEPARTMENT SUPPLIES				0.25
<b>Fund 218 - PUBLIC SAFETY Total:</b>					<b>3,355.06</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
SUPPL	DEPARTMENT SUPPLIES				28.62
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>					<b>28.62</b>
<b>Fund: 631 - WASTEWATER</b>					
SUPPL	DEPARTMENT SUPPLIES				28.63
<b>Fund 631 - WASTEWATER Total:</b>					<b>28.63</b>
<b>Vendor ACTION COMMUNICATION INC. Total:</b>					<b>3,509.06</b>
<b>Vendor: ADVANCE AUTO PARTS</b>					
<b>Fund: 111 - GENERAL</b>					
Vehicle Maint	VEHICLE MAINTENANCE				17.99
<b>Fund 111 - GENERAL Total:</b>					<b>17.99</b>
<b>Vendor ADVANCE AUTO PARTS Total:</b>					<b>17.99</b>
<b>Vendor: AIR EVAC EMS, INC</b>					
<b>Fund: 111 - GENERAL</b>					
CONTRACT	CONTRACTUAL SERVICES				55.00
<b>Fund 111 - GENERAL Total:</b>					<b>55.00</b>
<b>Vendor AIR EVAC EMS, INC Total:</b>					<b>55.00</b>
<b>Vendor: ALLO COMMUNICATIONS</b>					
<b>Fund: 111 - GENERAL</b>					
LOCAL TELEPHONE CHARGES	TELEPHONE				235.55
LOCAL TELEPHONE CHARGES	TELEPHONE				69.45
LOCAL TELEPHONE CHARGES	TELEPHONE				67.95
LOCAL TELEPHONE CHARGES	TELEPHONE				37.14
LOCAL TELEPHONE CHARGES	TELEPHONE				227.95
LOCAL TELEPHONE CHARGES	TELEPHONE				211.33
LOCAL TELEPHONE CHARGES	TELEPHONE				291.55
LOCAL TELEPHONE CHARGES	TELEPHONE				1,635.09
LOCAL TELEPHONE CHARGES	TELEPHONE				552.17
LOCAL TELEPHONE CHARGES	TELEPHONE				170.62
LOCAL TELEPHONE CHARGES	TELEPHONE				169.12
<b>Fund 111 - GENERAL Total:</b>					<b>3,667.92</b>
<b>Fund: 212 - TRANSPORTATION</b>					
LOCAL TELEPHONE CHARGES	TELEPHONE				518.39
<b>Fund 212 - TRANSPORTATION Total:</b>					<b>518.39</b>

## Expense Approval Report

Post Dates: 6/3/2014 - 6/16/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Fund: 213 - CEMETERY</b>					
LOCAL TELEPHONE CHARGES	TELEPHONE				69.45
<b>Fund 213 - CEMETERY Total:</b>					<b>69.45</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
LOCAL TELEPHONE CHARGES	TELEPHONE				141.89
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>					<b>141.89</b>
<b>Fund: 631 - WASTEWATER</b>					
LOCAL TELEPHONE CHARGES	TELEPHONE				135.89
<b>Fund 631 - WASTEWATER Total:</b>					<b>135.89</b>
<b>Fund: 641 - WATER</b>					
LOCAL TELEPHONE CHARGES	TELEPHONE				102.67
<b>Fund 641 - WATER Total:</b>					<b>102.67</b>
<b>Fund: 661 - STORMWATER</b>					
LOCAL TELEPHONE CHARGES	TELEPHONE				33.23
<b>Fund 661 - STORMWATER Total:</b>					<b>33.23</b>
<b>Fund: 721 - GIS SERVICES</b>					
LOCAL TELEPHONE CHARGES	TELEPHONE				34.14
<b>Fund 721 - GIS SERVICES Total:</b>					<b>34.14</b>
<b>Vendor ALLO COMMUNICATIONS Total:</b>					<b>4,703.58</b>
<b>Vendor: ALVARADO, JUSTIS</b>					
<b>Fund: 111 - GENERAL</b>					
Licenses	LICENSE/PERMITS				40.00
<b>Fund 111 - GENERAL Total:</b>					<b>40.00</b>
<b>Vendor ALVARADO, JUSTIS Total:</b>					<b>40.00</b>
<b>Vendor: ANITA'S GREENSCAPING INC</b>					
<b>Fund: 111 - GENERAL</b>					
Contractual Svc	CONTRACTUAL SERVICES				175.00
<b>Fund 111 - GENERAL Total:</b>					<b>175.00</b>
<b>Fund: 216 - BUSINESS IMPROVEMENT</b>					
DEV S. PRKG LOTS	CONTRACTUAL SERVICES				175.00
DEV S. PRKG LOTS	CONTRACTUAL SERVICES				106.00
<b>Fund 216 - BUSINESS IMPROVEMENT Total:</b>					<b>281.00</b>
<b>Vendor ANITA'S GREENSCAPING INC Total:</b>					<b>456.00</b>
<b>Vendor: ASSOC SUPPLY COMPANY, INC</b>					
<b>Fund: 111 - GENERAL</b>					
Equip Maint	EQUIPMENT MAINTENANCE				42.01
Bldg Maint	BUILDING MAINTENANCE				3,818.79
Bldg Maint	EQUIPMENT MAINTENANCE				174.75
<b>Fund 111 - GENERAL Total:</b>					<b>4,035.55</b>
<b>Vendor ASSOC SUPPLY COMPANY, INC Total:</b>					<b>4,035.55</b>
<b>Vendor: ASSOCIATION OF ST FLOODPLAIN MNGRS INC</b>					
<b>Fund: 111 - GENERAL</b>					
DEV S. MMBRSH	MEMBERSHIPS				120.00
<b>Fund 111 - GENERAL Total:</b>					<b>120.00</b>
<b>Vendor ASSOCIATION OF ST FLOODPLAIN MNGRS INC Total:</b>					<b>120.00</b>
<b>Vendor: ASSURITY LIFE INSURANCE CO</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
Life Ins	LIFE INS EE PAYABLE				34.36
<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>					<b>34.36</b>
<b>Vendor ASSURITY LIFE INSURANCE CO Total:</b>					<b>34.36</b>
<b>Vendor: AUTOZONE, INC</b>					
<b>Fund: 111 - GENERAL</b>					
Dept Supp	DEPARTMENT SUPPLIES				17.04
equip. repairs	EQUIPMENT MAINTENANCE				3.14

## Expense Approval Report

Post Dates: 6/3/2014 - 6/16/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
equip. repairs	EQUIPMENT MAINTENANCE				6.73
equip. repairs	EQUIPMENT MAINTENANCE				14.38
D. S. VEHCL	VEHICLE MAINTENANCE				33.47
Fund 111 - GENERAL Total:					74.76
Vendor AUTOZONE, INC Total:					74.76
Vendor: BAKER & ASSOCIATES INC					
Fund: 631 - WASTEWATER					
RADIOLOGICAL CONTAMINANT ...CONTRACTUAL SERVICES					3,054.25
Fund 631 - WASTEWATER Total:					3,054.25
Vendor BAKER & ASSOCIATES INC Total:					3,054.25
Vendor: BERNHARDT, KIRK					
Fund: 111 - GENERAL					
UMPIRE FEES	CONTRACTUAL SERVICES				90.00
Fund 111 - GENERAL Total:					90.00
Vendor BERNHARDT, KIRK Total:					90.00
Vendor: BLUFFS SANITARY SUPPLY INC.					
Fund: 111 - GENERAL					
dept. suppl.	DEPARTMENT SUPPLIES				156.00
DEPT SUPPL/JANIT SUPPL	DEPARTMENT SUPPLIES				61.00
DEPT SUPPL/JANIT SUPPL	DEPARTMENT SUPPLIES				61.00
DEPT SUPPL/JANIT SUPPL	JANITORIAL SUPPLIES				28.87
DEPT SUPPL/JANIT SUPPL	JANITORIAL SUPPLIES				28.88
Jan. sup.	JANITORIAL SUPPLIES				122.76
Jan. sup.	JANITORIAL SUPPLIES				103.67
Dept Supp	DEPARTMENT SUPPLIES				21.24
Dept Supp	DEPARTMENT SUPPLIES				61.66
Fund 111 - GENERAL Total:					645.08
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				10.88
Fund 621 - ENVIRONMENTAL SERVICES Total:					10.88
Vendor BLUFFS SANITARY SUPPLY INC. Total:					655.96
Vendor: BNSF RAILWAY COMPANY					
Fund: 641 - WATER					
LICENSE AGREEMENT	STRUCTURES				6,000.00
Fund 641 - WATER Total:					6,000.00
Vendor BNSF RAILWAY COMPANY Total:					6,000.00
Vendor: CARR TRUMBULL LBR INC.					
Fund: 212 - TRANSPORTATION					
SUPP	DEPARTMENT SUPPLIES				30.96
Fund 212 - TRANSPORTATION Total:					30.96
Vendor CARR TRUMBULL LBR INC. Total:					30.96
Vendor: CASH-WA DISTRIBUTING					
Fund: 111 - GENERAL					
Concessions Supp	CONCESSION SUPPLIES				1,589.72
Concession Supp	CONCESSION SUPPLIES				828.05
Fund 111 - GENERAL Total:					2,417.77
Vendor CASH-WA DISTRIBUTING Total:					2,417.77
Vendor: CEMENTER'S INC					
Fund: 212 - TRANSPORTATION					
CONCRETE	STREET MAINTENANCE				382.50
CONCRETE	STREET MAINTENANCE				325.50
CONCRETE	STREET MAINTENANCE				315.00
Fund 212 - TRANSPORTATION Total:					1,023.00

## Expense Approval Report

Post Dates: 6/3/2014 - 6/16/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Fund: 641 - WATER</b>					
CEMENT	DEPARTMENT SUPPLIES				192.60
				<b>Fund 641 - WATER Total:</b>	<b>192.60</b>
				<b>Vendor CEMENTER'S INC Total:</b>	<b>1,215.60</b>
<b>Vendor: CENCON, LLC</b>					
<b>Fund: 641 - WATER</b>					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				750.00
				<b>Fund 641 - WATER Total:</b>	<b>750.00</b>
				<b>Vendor CENCON, LLC Total:</b>	<b>750.00</b>
<b>Vendor: CENTURY LUMBER CENTER</b>					
<b>Fund: 631 - WASTEWATER</b>					
DEPT SUP	DEPARTMENT SUPPLIES				1.48
				<b>Fund 631 - WASTEWATER Total:</b>	<b>1.48</b>
				<b>Vendor CENTURY LUMBER CENTER Total:</b>	<b>1.48</b>
<b>Vendor: CHANCELLOR, ANTHONY G</b>					
<b>Fund: 111 - GENERAL</b>					
UMPIRE FEES	CONTRACTUAL SERVICES				144.00
				<b>Fund 111 - GENERAL Total:</b>	<b>144.00</b>
				<b>Vendor CHANCELLOR, ANTHONY G Total:</b>	<b>144.00</b>
<b>Vendor: CHIEF/LAW ENFORCEMENT SUPPLY</b>					
<b>Fund: 111 - GENERAL</b>					
uniform bdu shorts	UNIFORMS & CLOTHING				390.13
				<b>Fund 111 - GENERAL Total:</b>	<b>390.13</b>
				<b>Vendor CHIEF/LAW ENFORCEMENT SUPPLY Total:</b>	<b>390.13</b>
<b>Vendor: CITY OF GERING</b>					
<b>Fund: 111 - GENERAL</b>					
SPECIAL EVENTS	SPECIAL EVENTS				100.00
				<b>Fund 111 - GENERAL Total:</b>	<b>100.00</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
disposal fees	DISPOSAL FEES				44,641.80
				<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>	<b>44,641.80</b>
				<b>Vendor CITY OF GERING Total:</b>	<b>44,741.80</b>
<b>Vendor: CITY OF SCB</b>					
<b>Fund: 111 - GENERAL</b>					
LEGAL FEES	LEGAL FEES				10.00
				<b>Fund 111 - GENERAL Total:</b>	<b>10.00</b>
				<b>Vendor CITY OF SCB Total:</b>	<b>10.00</b>
<b>Vendor: CLEAR EDGE FILTRATION, INC</b>					
<b>Fund: 631 - WASTEWATER</b>					
DEPT SUP	DEPARTMENT SUPPLIES				1,916.18
				<b>Fund 631 - WASTEWATER Total:</b>	<b>1,916.18</b>
				<b>Vendor CLEAR EDGE FILTRATION, INC Total:</b>	<b>1,916.18</b>
<b>Vendor: CONNECTING POINT INC</b>					
<b>Fund: 111 - GENERAL</b>					
DEV S. SUP	DEPARTMENT SUPPLIES				24.56
DEV S. SUP	EQUIPMENT MAINTENANCE				141.00
RENT-MACHINES	RENT-MACHINES				59.25
EQUIP MAINT	EQUIPMENT MAINTENANCE				79.00
				<b>Fund 111 - GENERAL Total:</b>	<b>303.81</b>
				<b>Vendor CONNECTING POINT INC Total:</b>	<b>303.81</b>
<b>Vendor: CONSOLIDATED MANAGEMENT</b>					
<b>Fund: 111 - GENERAL</b>					
SCHOOLS & CONF	SCHOOL & CONFERENCE				167.00



## Expense Approval Report

Post Dates: 6/3/2014 - 6/16/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
SCHOOLS & CONF	SCHOOL & CONFERENCE				190.25
				<b>Fund 111 - GENERAL Total:</b>	<b>357.25</b>
				<b>Vendor CONSOLIDATED MANAGEMENT Total:</b>	<b>357.25</b>
<b>Vendor: CONTRACTORS MATERIALS INC.</b>					
<b>Fund: 111 - GENERAL</b>					
Dept Supp	DEPARTMENT SUPPLIES				136.61
Dept Supp	DEPARTMENT SUPPLIES				12.98
Dept Supp	DEPARTMENT SUPPLIES				45.08
Grounds Maint	GROUNDS MAINTENANCE				117.99
				<b>Fund 111 - GENERAL Total:</b>	<b>312.66</b>
				<b>Vendor CONTRACTORS MATERIALS INC. Total:</b>	<b>312.66</b>
<b>Vendor: CREDIT INFORMATION SYSTEMS</b>					
<b>Fund: 111 - GENERAL</b>					
PRE-EMPLOYMENT	CONSULTING SERVICES				38.00
				<b>Fund 111 - GENERAL Total:</b>	<b>38.00</b>
				<b>Vendor CREDIT INFORMATION SYSTEMS Total:</b>	<b>38.00</b>
<b>Vendor: CREDIT MANAGEMENT SERVICES INC.</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
Wage Attach	WAGE ATTACHMENT EE PAY				586.00
				<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>	<b>586.00</b>
				<b>Vendor CREDIT MANAGEMENT SERVICES INC. Total:</b>	<b>586.00</b>
<b>Vendor: CRESCENT ELECT. SUPPLY COMP INC</b>					
<b>Fund: 111 - GENERAL</b>					
Elec Maint	ELECTRICAL MAINTENANCE				187.40
				<b>Fund 111 - GENERAL Total:</b>	<b>187.40</b>
				<b>Vendor CRESCENT ELECT. SUPPLY COMP INC Total:</b>	<b>187.40</b>
<b>Vendor: CUES</b>					
<b>Fund: 631 - WASTEWATER</b>					
EQUIP MAINT	EQUIPMENT MAINTENANCE				175.54
				<b>Fund 631 - WASTEWATER Total:</b>	<b>175.54</b>
				<b>Vendor CUES Total:</b>	<b>175.54</b>
<b>Vendor: CULLIGAN OF SCOTTSBLUFF</b>					
<b>Fund: 111 - GENERAL</b>					
Dept Supp	DEPARTMENT SUPPLIES				24.30
BLDG MAINT	BUILDING MAINTENANCE				8.10
BLDG MAINT	BUILDING MAINTENANCE				8.10
Dept. sup.	DEPARTMENT SUPPLIES				97.20
				<b>Fund 111 - GENERAL Total:</b>	<b>137.70</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
dept supplies	DEPARTMENT SUPPLIES				73.80
				<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>	<b>73.80</b>
				<b>Vendor CULLIGAN OF SCOTTSBLUFF Total:</b>	<b>211.50</b>
<b>Vendor: DALE'S TIRE &amp; RETREADING, INC.</b>					
<b>Fund: 111 - GENERAL</b>					
Equip Maint	EQUIPMENT MAINTENANCE				34.56
				<b>Fund 111 - GENERAL Total:</b>	<b>34.56</b>
				<b>Vendor DALE'S TIRE &amp; RETREADING, INC. Total:</b>	<b>34.56</b>
<b>Vendor: DANA F. COLE &amp; CO., LLP</b>					
<b>Fund: 111 - GENERAL</b>					
CONTRACT	AUDIT				16,950.00
				<b>Fund 111 - GENERAL Total:</b>	<b>16,950.00</b>
				<b>Vendor DANA F. COLE &amp; CO., LLP Total:</b>	<b>16,950.00</b>

## Expense Approval Report

Post Dates: 6/3/2014 - 6/16/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: DOGGETT, RONALD L</b>					
<b>Fund: 111 - GENERAL</b>					
UMPIRE FEES	CONTRACTUAL SERVICES				36.00
<b>Fund 111 - GENERAL Total:</b>					<b>36.00</b>
<b>Vendor DOGGETT, RONALD L Total:</b>					<b>36.00</b>
<b>Vendor: ED ROEHR SAFETY PRODUCTS</b>					
<b>Fund: 111 - GENERAL</b>					
EQUIP MAINT	EQUIPMENT MAINTENANCE				284.88
<b>Fund 111 - GENERAL Total:</b>					<b>284.88</b>
<b>Vendor ED ROEHR SAFETY PRODUCTS Total:</b>					<b>284.88</b>
<b>Vendor: ELLIOTT EQUIPMENT COMPANY INC.</b>					
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
dept supplies	DEPARTMENT SUPPLIES				5,461.55
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>					<b>5,461.55</b>
<b>Vendor ELLIOTT EQUIPMENT COMPANY INC. Total:</b>					<b>5,461.55</b>
<b>Vendor: ENVIRO SERV INC</b>					
<b>Fund: 641 - WATER</b>					
SAMPLES	SAMPLES				60.00
SAMPLES	SAMPLES				45.00
<b>Fund 641 - WATER Total:</b>					<b>105.00</b>
<b>Vendor ENVIRO SERV INC Total:</b>					<b>105.00</b>
<b>Vendor: FASTENAL CO.</b>					
<b>Fund: 213 - CEMETERY</b>					
Dept Supp	DEPARTMENT SUPPLIES				1.94
<b>Fund 213 - CEMETERY Total:</b>					<b>1.94</b>
<b>Vendor FASTENAL CO. Total:</b>					<b>1.94</b>
<b>Vendor: FEDERAL EXPRESS CORP.</b>					
<b>Fund: 631 - WASTEWATER</b>					
SHIPPING FEE	POSTAGE				182.43
<b>Fund 631 - WASTEWATER Total:</b>					<b>182.43</b>
<b>Vendor FEDERAL EXPRESS CORP. Total:</b>					<b>182.43</b>
<b>Vendor: FELSBURG HOLT &amp; ULLEVIG, INC</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
ENG. SERVICES	STREET PROJECTS				2,080.54
<b>Fund 212 - TRANSPORTATION Total:</b>					<b>2,080.54</b>
<b>Vendor FELSBURG HOLT &amp; ULLEVIG, INC Total:</b>					<b>2,080.54</b>
<b>Vendor: FIRST WIRELESS, INC</b>					
<b>Fund: 111 - GENERAL</b>					
EQUIP MAINT	EQUIPMENT MAINTENANCE				69.50
<b>Fund 111 - GENERAL Total:</b>					<b>69.50</b>
<b>Fund: 218 - PUBLIC SAFETY</b>					
PUBLIC SAFETY CIP-PO#1	DEPARTMENT SUPPLIES				2,519.30
PUBLIC SAFETY CIP-PO#1	DEPARTMENT SUPPLIES				299.00
<b>Fund 218 - PUBLIC SAFETY Total:</b>					<b>2,818.30</b>
<b>Vendor FIRST WIRELESS, INC Total:</b>					<b>2,887.80</b>
<b>Vendor: FRAKES, PATSY</b>					
<b>Fund: 223 - KENO</b>					
TREE REBATE	CONTRACTUAL SERVICES				90.00
<b>Fund 223 - KENO Total:</b>					<b>90.00</b>
<b>Vendor FRAKES, PATSY Total:</b>					<b>90.00</b>
<b>Vendor: FRANK IMPLEMENT INC.</b>					
<b>Fund: 111 - GENERAL</b>					
Equip Maint	EQUIPMENT MAINTENANCE				833.81
Equip Maint	EQUIPMENT MAINTENANCE				40.00

## Expense Approval Report

Post Dates: 6/3/2014 - 6/16/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Dept Supp	DEPARTMENT SUPPLIES				241.36
Contractual Svc	CONTRACTUAL SERVICES				1,500.00
Equip Maint	EQUIPMENT MAINTENANCE				168.14
Equip Maint	EQUIPMENT MAINTENANCE				19.72
Fund 111 - GENERAL Total:					2,803.03
Vendor FRANK IMPLEMENT INC. Total:					2,803.03
Vendor: GOLD WATCH LLC					
Fund: 621 - ENVIRONMENTAL SERVICES					
disposal fees	DISPOSAL FEES				750.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					750.00
Vendor GOLD WATCH LLC Total:					750.00
Vendor: HANSEN, JOSH					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				153.00
Fund 111 - GENERAL Total:					153.00
Vendor HANSEN, JOSH Total:					153.00
Vendor: HARRISBURG BANNER COUNTY:REFUN					
Fund: 641 - WATER					
HARRISBURG BANNER COUNTY... UNAPPLIED CREDIT					200.00
Fund 641 - WATER Total:					200.00
Vendor HARRISBURG BANNER COUNTY:REFUN Total:					200.00
Vendor: HAWKINS, INC.					
Fund: 641 - WATER					
CHLORINE	CHEMICALS				2,308.15
Fund 641 - WATER Total:					2,308.15
Vendor HAWKINS, INC. Total:					2,308.15
Vendor: HAYWARD, ANDREW					
Fund: 111 - GENERAL					
UMPIRE FEES	CONTRACTUAL SERVICES				72.00
Fund 111 - GENERAL Total:					72.00
Vendor HAYWARD, ANDREW Total:					72.00
Vendor: HEATHER BECK					
Fund: 111 - GENERAL					
Pool Refund	POOL REVENUE-NONTAXABLE				125.00
Fund 111 - GENERAL Total:					125.00
Vendor HEATHER BECK Total:					125.00
Vendor: HEILBRUN FARM IND SUPP.INC.					
Fund: 111 - GENERAL					
Equip Maint	EQUIPMENT MAINTENANCE				8.64
Equip Maint	EQUIPMENT MAINTENANCE				84.00
Dept Supp	DEPARTMENT SUPPLIES				21.98
Equip Maint	EQUIPMENT MAINTENANCE				36.97
Equip Maint	EQUIPMENT MAINTENANCE				88.64
Dept Supp	DEPARTMENT SUPPLIES				8.98
Fund 111 - GENERAL Total:					249.21
Fund: 212 - TRANSPORTATION					
PARTS	VEHICLE MAINTENANCE				87.30
SUPP	DEPARTMENT SUPPLIES				18.99
PARTS	VEHICLE MAINTENANCE				55.52
SUPP	DEPARTMENT SUPPLIES				109.17
SUPP	DEPARTMENT SUPPLIES				17.42
PARTS	VEHICLE MAINTENANCE				27.52
PARTS	EQUIPMENT MAINTENANCE				39.29
Fund 212 - TRANSPORTATION Total:					355.21

## Expense Approval Report

Post Dates: 6/3/2014 - 6/16/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
dept supplies	DEPARTMENT SUPPLIES				885.92
				<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>	<b>885.92</b>
<b>Fund: 631 - WASTEWATER</b>					
VEH MAINT	VEHICLE MAINTENANCE				54.88
EQUIP MAINT	EQUIPMENT MAINTENANCE				104.29
VEH MAINT	VEHICLE MAINTENANCE				319.68
DEPT SUP	DEPARTMENT SUPPLIES				2.44
				<b>Fund 631 - WASTEWATER Total:</b>	<b>481.29</b>
				<b>Vendor HEILBRUN FARM IND SUPP.INC. Total:</b>	<b>1,971.63</b>
<b>Vendor: HERNDON, SHIRLEY</b>					
<b>Fund: 223 - KENO</b>					
TREE REBATE	CONTRACTUAL SERVICES				150.00
				<b>Fund 223 - KENO Total:</b>	<b>150.00</b>
				<b>Vendor HERNDON, SHIRLEY Total:</b>	<b>150.00</b>
<b>Vendor: HESSLER, KERRAN</b>					
<b>Fund: 111 - GENERAL</b>					
Licenses	LICENSE/PERMITS				40.00
				<b>Fund 111 - GENERAL Total:</b>	<b>40.00</b>
				<b>Vendor HESSLER, KERRAN Total:</b>	<b>40.00</b>
<b>Vendor: HIGH PLAINS SCUBA</b>					
<b>Fund: 111 - GENERAL</b>					
equip. repairs	EQUIPMENT MAINTENANCE				109.95
				<b>Fund 111 - GENERAL Total:</b>	<b>109.95</b>
				<b>Vendor HIGH PLAINS SCUBA Total:</b>	<b>109.95</b>
<b>Vendor: HOME DEPOT CREDIT SERVICES</b>					
<b>Fund: 213 - CEMETERY</b>					
Dept Supp	DEPARTMENT SUPPLIES				14.94
				<b>Fund 213 - CEMETERY Total:</b>	<b>14.94</b>
				<b>Vendor HOME DEPOT CREDIT SERVICES Total:</b>	<b>14.94</b>
<b>Vendor: HONEY WAGON EXPRESS</b>					
<b>Fund: 111 - GENERAL</b>					
Contractual Svc	CONTRACTUAL SERVICES				155.00
Contractual Svc	CONTRACTUAL SERVICES				155.00
				<b>Fund 111 - GENERAL Total:</b>	<b>310.00</b>
				<b>Vendor HONEY WAGON EXPRESS Total:</b>	<b>310.00</b>
<b>Vendor: I C M A</b>					
<b>Fund: 111 - GENERAL</b>					
MEMBERSHIP	MEMBERSHIPS				934.00
				<b>Fund 111 - GENERAL Total:</b>	<b>934.00</b>
				<b>Vendor I C M A Total:</b>	<b>934.00</b>
<b>Vendor: ICMA RETIREMENT TRUST-457</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
DEFERRED COMP - EE	DEFERRED COMP EE PAY				965.00
CITY MGR ER CONTRIBUTION	MISC PAYROLL DEDUCT				360.14
				<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>	<b>1,325.14</b>
				<b>Vendor ICMA RETIREMENT TRUST-457 Total:</b>	<b>1,325.14</b>
<b>Vendor: IDEAL LINEN SUP INC.</b>					
<b>Fund: 111 - GENERAL</b>					
Janitorial Supp	JANITORIAL SUPPLIES				34.53
Janitorial Supp	JANITORIAL SUPPLIES				109.36
Dept Supp	DEPARTMENT SUPPLIES				104.97
Janitorial Supp	JANITORIAL SUPPLIES				167.04
UNIFORMS	UNIFORMS & CLOTHING				87.21
Janitorial Supp	JANITORIAL SUPPLIES				137.73

## Expense Approval Report

Post Dates: 6/3/2014 - 6/16/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
UNIFORMS	UNIFORMS & CLOTHING				87.21
Janitorial Supp	JANITORIAL SUPPLIES				58.77
Dept Supp	DEPARTMENT SUPPLIES				69.91
Dept Supp	DEPARTMENT SUPPLIES				328.48
UNIFORMS	UNIFORMS & CLOTHING				87.21
Dept Supp	DEPARTMENT SUPPLIES				9.34
UNIFORMS	UNIFORMS & CLOTHING				87.21
Dept Supp	DEPARTMENT SUPPLIES				35.12
Janitorial Supp	JANITORIAL SUPPLIES				54.68
UNIFORMS	UNIFORMS & CLOTHING				87.21
Jan. sup.	JANITORIAL SUPPLIES				70.41
Jan. sup.	JANITORIAL SUPPLIES				70.41
Fund 111 - GENERAL Total:					1,686.80
<b>Fund: 212 - TRANSPORTATION</b>					
SUPP	DEPARTMENT SUPPLIES				62.84
SUPP	DEPARTMENT SUPPLIES				38.24
Fund 212 - TRANSPORTATION Total:					101.08
<b>Fund: 213 - CEMETERY</b>					
Contractual Svc	CONTRACTUAL SERVICES				8.99
Contractual Svc	CONTRACTUAL SERVICES				8.99
Fund 213 - CEMETERY Total:					17.98
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
dept supplies	DEPARTMENT SUPPLIES				226.88
Fund 621 - ENVIRONMENTAL SERVICES Total:					226.88
<b>Fund: 641 - WATER</b>					
MATS	CONTRACTUAL SERVICES				21.22
Fund 641 - WATER Total:					21.22
Vendor IDEAL LINEN SUP INC. Total:					2,053.96
<b>Vendor: INDEPENDENT PLUMBING &amp; HEATING, INC</b>					
<b>Fund: 111 - GENERAL</b>					
Grounds Maint	GROUNDS MAINTENANCE				7.75
Grounds Maint	GROUNDS MAINTENANCE				5.86
Grounds Maint	GROUNDS MAINTENANCE				13.23
Grounds Maint	GROUNDS MAINTENANCE				235.19
Fund 111 - GENERAL Total:					262.03
<b>Fund: 661 - STORMWATER</b>					
DEV S. SUP	DEPARTMENT SUPPLIES				90.60
Fund 661 - STORMWATER Total:					90.60
Vendor INDEPENDENT PLUMBING & HEATING, INC Total:					352.63
<b>Vendor: INGRAM LIBRARY SERVICES INC</b>					
<b>Fund: 111 - GENERAL</b>					
Bks	BOOKS				192.07
Fund 111 - GENERAL Total:					192.07
Vendor INGRAM LIBRARY SERVICES INC Total:					192.07
<b>Vendor: INTERNAL REVENUE SERVICE</b>					
<b>Fund: 812 - HEALTH INSURANCE</b>					
TAX	TAX EXPENSE				642.00
Fund 812 - HEALTH INSURANCE Total:					642.00
Vendor INTERNAL REVENUE SERVICE Total:					642.00
<b>Vendor: INTERNAL REVENUE SERVICE</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
941 TAXES WITHHELD	MEDICARE W/H EE PAYABLE				8,038.00
941 TAXES	FED W/H EE PAYABLE				28,584.21

## Expense Approval Report

Post Dates: 6/3/2014 - 6/16/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
941 TAXES WITHHELD	FICA W/H EE PAYABLE				30,132.20
<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>					<b>66,754.41</b>
<b>Vendor INTERNAL REVENUE SERVICE Total:</b>					<b>66,754.41</b>
<b>Vendor: INTRALINKS, INC</b>					
<b>Fund: 111 - GENERAL</b>					
SUPPLIES	DEPARTMENT SUPPLIES				655.31
SUPPLIES	DEPARTMENT SUPPLIES				21.59
<b>Fund 111 - GENERAL Total:</b>					<b>676.90</b>
<b>Vendor INTRALINKS, INC Total:</b>					<b>676.90</b>
<b>Vendor: J G ELLIOTT CO.INC.</b>					
<b>Fund: 111 - GENERAL</b>					
NOTARY	BONDING				70.00
NOTARY	BONDING				70.00
<b>Fund 111 - GENERAL Total:</b>					<b>140.00</b>
<b>Vendor J G ELLIOTT CO.INC. Total:</b>					<b>140.00</b>
<b>Vendor: JERRY HIGEL</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
ELECT. MAIN	ELECTRICAL MAINTENANCE				925.00
<b>Fund 212 - TRANSPORTATION Total:</b>					<b>925.00</b>
<b>Vendor JERRY HIGEL Total:</b>					<b>925.00</b>
<b>Vendor: JIRDON AGRI CHEM.INC.</b>					
<b>Fund: 213 - CEMETERY</b>					
Dept Supplies	DEPARTMENT SUPPLIES				425.70
<b>Fund 213 - CEMETERY Total:</b>					<b>425.70</b>
<b>Vendor JIRDON AGRI CHEM.INC. Total:</b>					<b>425.70</b>
<b>Vendor: JOHN DEERE FINANCIAL</b>					
<b>Fund: 111 - GENERAL</b>					
Dept Supp	DEPARTMENT SUPPLIES				44.97
Equip Maint	EQUIPMENT MAINTENANCE				24.98
Dept Supplies	DEPARTMENT SUPPLIES				59.96
Dept Supp	DEPARTMENT SUPPLIES				65.96
Grounds Maint	GROUNDS MAINTENANCE				14.99
Dept Supp	DEPARTMENT SUPPLIES				40.98
<b>Fund 111 - GENERAL Total:</b>					<b>251.84</b>
<b>Vendor JOHN DEERE FINANCIAL Total:</b>					<b>251.84</b>
<b>Vendor: KIMBALL MIDWEST</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
SUPP	DEPARTMENT SUPPLIES				183.09
<b>Fund 212 - TRANSPORTATION Total:</b>					<b>183.09</b>
<b>Vendor KIMBALL MIDWEST Total:</b>					<b>183.09</b>
<b>Vendor: KRAMES STAYWELL, LLC</b>					
<b>Fund: 111 - GENERAL</b>					
Dept Supp	DEPARTMENT SUPPLIES				49.02
<b>Fund 111 - GENERAL Total:</b>					<b>49.02</b>
<b>Vendor KRAMES STAYWELL, LLC Total:</b>					<b>49.02</b>
<b>Vendor: KRIZ-DAVIS COMPANY INC.</b>					
<b>Fund: 111 - GENERAL</b>					
Elec Maint	ELECTRICAL MAINTENANCE				76.71
<b>Fund 111 - GENERAL Total:</b>					<b>76.71</b>
<b>Vendor KRIZ-DAVIS COMPANY INC. Total:</b>					<b>76.71</b>

## Expense Approval Report

Post Dates: 6/3/2014 - 6/16/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: KUCKKAHN, RICK</b>					
<b>Fund: 111 - GENERAL</b>					
Travel	SCHOOL & CONFERENCE				278.96
				<b>Fund 111 - GENERAL Total:</b>	<b>278.96</b>
				<b>Vendor KUCKKAHN, RICK Total:</b>	<b>278.96</b>
<b>Vendor: KUXHAUSEN, DANIELLE</b>					
<b>Fund: 111 - GENERAL</b>					
Licenses	LICENSE/PERMITS				40.00
				<b>Fund 111 - GENERAL Total:</b>	<b>40.00</b>
				<b>Vendor KUXHAUSEN, DANIELLE Total:</b>	<b>40.00</b>
<b>Vendor: KUXHAUSEN, MICHELE</b>					
<b>Fund: 111 - GENERAL</b>					
Licensing	LICENSE/PERMITS				35.00
Licensing	LICENSE/PERMITS				40.00
				<b>Fund 111 - GENERAL Total:</b>	<b>75.00</b>
				<b>Vendor KUXHAUSEN, MICHELE Total:</b>	<b>75.00</b>
<b>Vendor: LEAGUE ASSOC OF RISK MANAGEMENT</b>					
<b>Fund: 213 - CEMETERY</b>					
PREMIUM	FIRE INSURANCE				41.85
				<b>Fund 213 - CEMETERY Total:</b>	<b>41.85</b>
<b>Fund: 631 - WASTEWATER</b>					
INS.PREMIUM	FIRE INSURANCE				909.51
				<b>Fund 631 - WASTEWATER Total:</b>	<b>909.51</b>
				<b>Vendor LEAGUE ASSOC OF RISK MANAGEMENT Total:</b>	<b>951.36</b>
<b>Vendor: LEXISNEXIS RISK DATA MANAGMENT INC</b>					
<b>Fund: 111 - GENERAL</b>					
CONSULTING	CONSULTING SERVICES				100.00
				<b>Fund 111 - GENERAL Total:</b>	<b>100.00</b>
				<b>Vendor LEXISNEXIS RISK DATA MANAGMENT INC Total:</b>	<b>100.00</b>
<b>Vendor: LOGAN CONTRACTORS SUPPLY INC</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
PARTS BRG. ASSY	EQUIPMENT MAINTENANCE				381.53
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>381.53</b>
				<b>Vendor LOGAN CONTRACTORS SUPPLY INC Total:</b>	<b>381.53</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: MADISON NATIONAL LIFE INS CO, INC</b>					
<b>Fund: 111 - GENERAL</b>					
Disability Ins	DISABILITY INSURANCE				375.79
				<b>Fund 111 - GENERAL Total:</b>	<b>375.79</b>
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
Life Insurance	LIFE INS EE PAYABLE				29.00
LIFE INSURANCE - ER	LIFE INS ER PAYABLE				739.87
SUPPLEMENTAL DISABILITY INS --DIS INC INS EE PAYABLE					604.77
				<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>	<b>1,373.64</b>
				<b>Vendor MADISON NATIONAL LIFE INS CO, INC Total:</b>	<b>1,749.43</b>
<b>Vendor: MAILFINANCE INC</b>					
<b>Fund: 111 - GENERAL</b>					
Equip lease	RENT-MACHINES				153.09
				<b>Fund 111 - GENERAL Total:</b>	<b>153.09</b>
				<b>Vendor MAILFINANCE INC Total:</b>	<b>153.09</b>

## Expense Approval Report

Post Dates: 6/3/2014 - 6/16/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: MATHESON TRI-GAS INC</b>					
<b>Fund: 111 - GENERAL</b>					
Dept Supp	DEPARTMENT SUPPLIES				29.41
<b>Fund 111 - GENERAL Total:</b>					<b>29.41</b>
<b>Fund: 641 - WATER</b>					
CO2 CYLINDER RENTAL	RENT-MACHINES				25.36
<b>Fund 641 - WATER Total:</b>					<b>25.36</b>
<b>Vendor MATHESON TRI-GAS INC Total:</b>					<b>54.77</b>
<b>Vendor: MENARDS</b>					
<b>Fund: 111 - GENERAL</b>					
Dept Supp	DEPARTMENT SUPPLIES				16.92
Dept Supp	DEPARTMENT SUPPLIES				113.31
Dept Supp	DEPARTMENT SUPPLIES				57.41
Bldg Maint	BUILDING MAINTENANCE				5.67
Dept Supp	DEPARTMENT SUPPLIES				19.97
Dept Supp	DEPARTMENT SUPPLIES				15.99
dept. supls.	DEPARTMENT SUPPLIES				32.55
dept. supplies	VEHICLE MAINTENANCE				23.22
<b>Fund 111 - GENERAL Total:</b>					<b>285.04</b>
<b>Fund: 212 - TRANSPORTATION</b>					
SUPP	DEPARTMENT SUPPLIES				30.98
SUPP	DEPARTMENT SUPPLIES				19.96
<b>Fund 212 - TRANSPORTATION Total:</b>					<b>50.94</b>
<b>Fund: 213 - CEMETERY</b>					
Dept Supp	DEPARTMENT SUPPLIES				90.24
Dept Supp	DEPARTMENT SUPPLIES				283.05
<b>Fund 213 - CEMETERY Total:</b>					<b>373.29</b>
<b>Fund: 631 - WASTEWATER</b>					
DEPT SUP	DEPARTMENT SUPPLIES				57.60
VEH MAINT	VEHICLE MAINTENANCE				16.94
DEPT SUP	DEPARTMENT SUPPLIES				4.59
EQUIP MAINT	EQUIPMENT MAINTENANCE				24.46
<b>Fund 631 - WASTEWATER Total:</b>					<b>103.59</b>
<b>Fund: 641 - WATER</b>					
EQUIP MAINT	EQUIPMENT MAINTENANCE				30.41
<b>Fund 641 - WATER Total:</b>					<b>30.41</b>
<b>Vendor MENARDS Total:</b>					<b>843.27</b>
<b>Vendor: MENDOZA, PAUL</b>					
<b>Fund: 111 - GENERAL</b>					
UMPIRE FEES	CONTRACTUAL SERVICES				270.00
<b>Fund 111 - GENERAL Total:</b>					<b>270.00</b>
<b>Vendor MENDOZA, PAUL Total:</b>					<b>270.00</b>
<b>Vendor: MIDWEST CONNECT, LLC</b>					
<b>Fund: 111 - GENERAL</b>					
Dept Supp	DEPARTMENT SUPPLIES				33.95
<b>Fund 111 - GENERAL Total:</b>					<b>33.95</b>
<b>Vendor MIDWEST CONNECT, LLC Total:</b>					<b>33.95</b>
<b>Vendor: MILLIMAN, INC</b>					
<b>Fund: 111 - GENERAL</b>					
CONTRACTUAL SERVICE	CONTRACTUAL SERVICES				1,300.00
<b>Fund 111 - GENERAL Total:</b>					<b>1,300.00</b>
<b>Vendor MILLIMAN, INC Total:</b>					<b>1,300.00</b>



## Expense Approval Report

Post Dates: 6/3/2014 - 6/16/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: MIRACLE RECREATION EQUIPMENT</b>					
<b>Fund: 111 - GENERAL</b>					
Dept Supp	DEPARTMENT SUPPLIES				1,009.73
				<b>Fund 111 - GENERAL Total:</b>	<b>1,009.73</b>
				<b>Vendor MIRACLE RECREATION EQUIPMENT Total:</b>	<b>1,009.73</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				3,885.08
				<b>Fund 641 - WATER Total:</b>	<b>3,885.08</b>
				<b>Vendor MUNICIPAL SUPPLY, INC. Total:</b>	<b>3,885.08</b>
<b>Vendor: N40 LLC</b>					
<b>Fund: 631 - WASTEWATER</b>					
COMPOST TURNER	EQUIPMENT				334,400.00
				<b>Fund 631 - WASTEWATER Total:</b>	<b>334,400.00</b>
				<b>Vendor N40 LLC Total:</b>	<b>334,400.00</b>
<b>Vendor: NATHAN JOHNSON</b>					
<b>Fund: 111 - GENERAL</b>					
CONF.TRAVEL	SCHOOL & CONFERENCE				334.50
				<b>Fund 111 - GENERAL Total:</b>	<b>334.50</b>
				<b>Vendor NATHAN JOHNSON Total:</b>	<b>334.50</b>
<b>Vendor: NE AMATEUR SOFTBALL ASSOC</b>					
<b>Fund: 111 - GENERAL</b>					
Registration	CONTRACTUAL SERVICES				888.00
				<b>Fund 111 - GENERAL Total:</b>	<b>888.00</b>
				<b>Vendor NE AMATEUR SOFTBALL ASSOC Total:</b>	<b>888.00</b>
<b>Vendor: NE CHILD SUPPORT PAYMENT CENTER</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
NE CHILD SUPPORT PYBLE	CHILD SUPPORT EE PAY				2,089.06
				<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>	<b>2,089.06</b>
				<b>Vendor NE CHILD SUPPORT PAYMENT CENTER Total:</b>	<b>2,089.06</b>
<b>Vendor: NE DEPT OF REVENUE</b>					
<b>Fund: 111 - GENERAL</b>					
Legal Fees	LEGAL FEES				112.90
				<b>Fund 111 - GENERAL Total:</b>	<b>112.90</b>
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
State P/R W/H Tax	STATE W/H EE PAYABLE				17,657.02
				<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>	<b>17,657.02</b>
				<b>Vendor NE DEPT OF REVENUE Total:</b>	<b>17,769.92</b>
<b>Vendor: NE SAFETY &amp; FIRE EQUIPEMENT INC.</b>					
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
dept supplies	DEPARTMENT SUPPLIES				135.00
				<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>	<b>135.00</b>
				<b>Vendor NE SAFETY &amp; FIRE EQUIPEMENT INC. Total:</b>	<b>135.00</b>
<b>Vendor: NEBR ENVIRONMENTAL PRODUCTS</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
PARTS	EQUIPMENT MAINTENANCE				17.74
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>17.74</b>
				<b>Vendor NEBR ENVIRONMENTAL PRODUCTS Total:</b>	<b>17.74</b>

## Expense Approval Report

Post Dates: 6/3/2014 - 6/16/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: NEBRASKA@ ONLINE</b>					
<b>Fund: 111 - GENERAL</b>					
PRE-EMPLOYMENT	CONSULTING SERVICES				39.00
				<b>Fund 111 - GENERAL Total:</b>	<b>39.00</b>
				<b>Vendor NEBRASKA@ ONLINE Total:</b>	<b>39.00</b>
<b>Vendor: NORTHERN SAFETY COMPANY, INC.</b>					
<b>Fund: 631 - WASTEWATER</b>					
DEPT SUP	DEPARTMENT SUPPLIES				60.22
				<b>Fund 631 - WASTEWATER Total:</b>	<b>60.22</b>
				<b>Vendor NORTHERN SAFETY COMPANY, INC. Total:</b>	<b>60.22</b>
<b>Vendor: NORTHWEST PIPE FITTINGS, INC. OF SCB</b>					
<b>Fund: 111 - GENERAL</b>					
Grounds Maint	GROUNDS MAINTENANCE				7.16
				<b>Fund 111 - GENERAL Total:</b>	<b>7.16</b>
				<b>Vendor NORTHWEST PIPE FITTINGS, INC. OF SCB Total:</b>	<b>7.16</b>
<b>Vendor: NWEA</b>					
<b>Fund: 631 - WASTEWATER</b>					
TRAINING	SCHOOL & CONFERENCE				60.00
				<b>Fund 631 - WASTEWATER Total:</b>	<b>60.00</b>
				<b>Vendor NWEA Total:</b>	<b>60.00</b>
<b>Vendor: ONE CALL CONCEPTS</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
Contractual Svc	CONTRACTUAL SERVICES				47.51
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>47.51</b>
<b>Fund: 631 - WASTEWATER</b>					
Contractual Svc	CONTRACTUAL SERVICES				47.52
				<b>Fund 631 - WASTEWATER Total:</b>	<b>47.52</b>
<b>Fund: 641 - WATER</b>					
Contractual Svc	CONTRACTUAL SERVICES				47.52
				<b>Fund 641 - WATER Total:</b>	<b>47.52</b>
				<b>Vendor ONE CALL CONCEPTS Total:</b>	<b>142.55</b>
<b>Vendor: OREGON TRAIL PLBG &amp; HTG INC</b>					
<b>Fund: 631 - WASTEWATER</b>					
BLDG MAINT	BUILDING MAINTENANCE				280.00
				<b>Fund 631 - WASTEWATER Total:</b>	<b>280.00</b>
				<b>Vendor OREGON TRAIL PLBG &amp; HTG INC Total:</b>	<b>280.00</b>
<b>Vendor: OROZCO, BRET T</b>					
<b>Fund: 111 - GENERAL</b>					
UMPIRE FEES	CONTRACTUAL SERVICES				126.00
				<b>Fund 111 - GENERAL Total:</b>	<b>126.00</b>
				<b>Vendor OROZCO, BRET T Total:</b>	<b>126.00</b>
<b>Vendor: PANHANDLE COOP INC.</b>					
<b>Fund: 111 - GENERAL</b>					
GASOLINE	GASOLINE				249.07
GASOLINE	GASOLINE				249.08
Diesel	OTHER FUEL				73.80
Monthly Fuel	DEPARTMENT SUPPLIES				64.73
Monthly Fuel	CONCESSION SUPPLIES				5.70
Monthly Fuel	GASOLINE				2,207.70
Monthly Fuel	GASOLINE				17.19
Monthly Fuel	OTHER FUEL				2,240.03
Monthly Fuel	EQUIPMENT MAINTENANCE				16.59
Monthly Fuel	VEHICLE MAINTENANCE				4.59
monthly fuel	GASOLINE				736.02
DEV S. & STRM WTR FUEL	GASOLINE				418.95

## Expense Approval Report

Post Dates: 6/3/2014 - 6/16/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
GASOLINE	GASOLINE				5,491.34
				<b>Fund 111 - GENERAL Total:</b>	<b>11,774.79</b>
<b>Fund: 212 - TRANSPORTATION</b>					
UNLEADED GASOLINE	GASOLINE				1,423.58
DIESEL & PROPANE	OTHER FUEL				2,059.70
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>3,483.28</b>
<b>Fund: 213 - CEMETERY</b>					
Monthly Fuel	GASOLINE				86.70
Monthly Fuel	GASOLINE				92.20
				<b>Fund 213 - CEMETERY Total:</b>	<b>178.90</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
dept supplies	DEPARTMENT SUPPLIES				4,210.23
Gasoline	GASOLINE				10,821.02
credit memo	DEPARTMENT SUPPLIES				-1,800.00
				<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>	<b>13,231.25</b>
<b>Fund: 631 - WASTEWATER</b>					
FUEL FOR UNITS	GASOLINE				1,470.54
FUEL FOR UNITS	OTHER FUEL				1,299.93
				<b>Fund 631 - WASTEWATER Total:</b>	<b>2,770.47</b>
<b>Fund: 641 - WATER</b>					
FUEL FOR UNITS	GASOLINE				1,937.03
				<b>Fund 641 - WATER Total:</b>	<b>1,937.03</b>
<b>Fund: 661 - STORMWATER</b>					
DEV S. & STRM WTR FUEL	GASOLINE				50.11
				<b>Fund 661 - STORMWATER Total:</b>	<b>50.11</b>
				<b>Vendor PANHANDLE COOP INC. Total:</b>	<b>33,425.83</b>
<b>Vendor: PANHANDLE HUMANE SOC</b>					
<b>Fund: 111 - GENERAL</b>					
Contractual Svc	CONTRACTUAL SERVICES				4,881.32
				<b>Fund 111 - GENERAL Total:</b>	<b>4,881.32</b>
				<b>Vendor PANHANDLE HUMANE SOC Total:</b>	<b>4,881.32</b>
<b>Vendor: PANHANDLE LIBRARY SYSTEM</b>					
<b>Fund: 111 - GENERAL</b>					
Equip main	EQUIPMENT MAINTENANCE				34.00
				<b>Fund 111 - GENERAL Total:</b>	<b>34.00</b>
				<b>Vendor PANHANDLE LIBRARY SYSTEM Total:</b>	<b>34.00</b>
<b>Vendor: PAUL REED CONSTRUCTION &amp; SUPPLY,INC</b>					
<b>Fund: 213 - CEMETERY</b>					
Dept Supp	DEPARTMENT SUPPLIES				252.50
Dept Supp	DEPARTMENT SUPPLIES				126.25
				<b>Fund 213 - CEMETERY Total:</b>	<b>378.75</b>
				<b>Vendor PAUL REED CONSTRUCTION &amp; SUPPLY,INC Total:</b>	<b>378.75</b>
<b>Vendor: PEPSI COLA OF WESTERN NE LLC</b>					
<b>Fund: 111 - GENERAL</b>					
Concession Supp	CONCESSION SUPPLIES				498.75
Concession Supp	CONCESSION SUPPLIES				143.40
Concession Supp	CONCESSION SUPPLIES				219.45
Concession Supp	CONCESSION SUPPLIES				241.50
Concession Supp	CONCESSION SUPPLIES				120.75
				<b>Fund 111 - GENERAL Total:</b>	<b>1,223.85</b>
				<b>Vendor PEPSI COLA OF WESTERN NE LLC Total:</b>	<b>1,223.85</b>

## Expense Approval Report

Post Dates: 6/3/2014 - 6/16/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: PETERSEN, EDWIN</b>					
<b>Fund: 223 - KENO</b>					
TREE REBATE	CONTRACTUAL SERVICES				90.00
				<b>Fund 223 - KENO Total:</b>	<b>90.00</b>
				<b>Vendor PETERSEN, EDWIN Total:</b>	<b>90.00</b>
<b>Vendor: PLATTE VALLEY BANK</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
HSA EE PYBLE	HSA EE PAYABLE				11,505.96
HSA ER PYBLE/SINGLE D	HSA ER PAYABLE				325.00
HSA ER PYBLE - FAMILY D	HSA ER PAYABLE				2,125.00
				<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>	<b>13,955.96</b>
				<b>Vendor PLATTE VALLEY BANK Total:</b>	<b>13,955.96</b>
<b>Vendor: POSTMASTER</b>					
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
Postage	POSTAGE				83.26
Postage	POSTAGE				124.81
				<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>	<b>208.07</b>
<b>Fund: 631 - WASTEWATER</b>					
Postage	POSTAGE				83.26
Postage	POSTAGE				124.82
				<b>Fund 631 - WASTEWATER Total:</b>	<b>208.08</b>
<b>Fund: 641 - WATER</b>					
Postage	POSTAGE				83.26
Postage	POSTAGE				124.81
				<b>Fund 641 - WATER Total:</b>	<b>208.07</b>
				<b>Vendor POSTMASTER Total:</b>	<b>624.22</b>
<b>Vendor: PRINT BROKER</b>					
<b>Fund: 111 - GENERAL</b>					
DEPT SUPPL	DEPARTMENT SUPPLIES				158.00
				<b>Fund 111 - GENERAL Total:</b>	<b>158.00</b>
				<b>Vendor PRINT BROKER Total:</b>	<b>158.00</b>
<b>Vendor: QUILL CORP</b>					
<b>Fund: 111 - GENERAL</b>					
DEPT SUPPL	DEPARTMENT SUPPLIES				126.25
DEPT SUPPL	DEPARTMENT SUPPLIES				75.98
				<b>Fund 111 - GENERAL Total:</b>	<b>202.23</b>
				<b>Vendor QUILL CORP Total:</b>	<b>202.23</b>
<b>Vendor: RAILROAD MANAGEMENT CO III,LLC</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
POWER LINE CROSSING	RENT-LAND				146.16
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>146.16</b>
				<b>Vendor RAILROAD MANAGEMENT CO III,LLC Total:</b>	<b>146.16</b>
<b>Vendor: RCI</b>					
<b>Fund: 812 - HEALTH INSURANCE</b>					
Medical Claims	CLAIMS EXPENSE				14,755.04
Medical Claims	CLAIMS EXPENSE				3,720.69
				<b>Fund 812 - HEALTH INSURANCE Total:</b>	<b>18,475.73</b>
				<b>Vendor RCI Total:</b>	<b>18,475.73</b>
<b>Vendor: REAMS SPRINKLER SUPPLY CO., INC</b>					
<b>Fund: 111 - GENERAL</b>					
Grounds Maint	GROUND'S MAINTENANCE				637.15
Grounds Maint	GROUND'S MAINTENANCE				697.23
				<b>Fund 111 - GENERAL Total:</b>	<b>1,334.38</b>
				<b>Vendor REAMS SPRINKLER SUPPLY CO., INC Total:</b>	<b>1,334.38</b>

## Expense Approval Report

Post Dates: 6/3/2014 - 6/16/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: REGISTER OF DEEDS</b>					
<b>Fund: 213 - CEMETERY</b>					
Legal Fees	LEGAL FEES				10.00
Legal Fees	LEGAL FEES				10.00
Legal Fees	LEGAL FEES				10.00
<b>Fund 213 - CEMETERY Total:</b>					<b>30.00</b>
<b>Vendor REGISTER OF DEEDS Total:</b>					<b>30.00</b>
<b>Vendor: RESPOND FIRST AID SYSTEMS</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
SUPP	DEPARTMENT SUPPLIES				88.00
<b>Fund 212 - TRANSPORTATION Total:</b>					<b>88.00</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
dept supplies	DEPARTMENT SUPPLIES				48.34
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>					<b>48.34</b>
<b>Fund: 631 - WASTEWATER</b>					
DEPT SUP	DEPARTMENT SUPPLIES				43.44
<b>Fund 631 - WASTEWATER Total:</b>					<b>43.44</b>
<b>Fund: 641 - WATER</b>					
DEPT SUP	DEPARTMENT SUPPLIES				43.44
<b>Fund 641 - WATER Total:</b>					<b>43.44</b>
<b>Vendor RESPOND FIRST AID SYSTEMS Total:</b>					<b>223.22</b>
<b>Vendor: RICHARD CELLI</b>					
<b>Fund: 111 - GENERAL</b>					
Dept Supp	DEPARTMENT SUPPLIES				154.85
Dept Supp	DEPARTMENT SUPPLIES				49.95
Dept Supp	DEPARTMENT SUPPLIES				43.95
<b>Fund 111 - GENERAL Total:</b>					<b>248.75</b>
<b>Vendor RICHARD CELLI Total:</b>					<b>248.75</b>
<b>Vendor: RIOS JR, ESQUIUO</b>					
<b>Fund: 111 - GENERAL</b>					
UMPIRE FEES	CONTRACTUAL SERVICES				90.00
<b>Fund 111 - GENERAL Total:</b>					<b>90.00</b>
<b>Vendor RIOS JR, ESQUIUO Total:</b>					<b>90.00</b>
<b>Vendor: ROBERT GOMEZ</b>					
<b>Fund: 111 - GENERAL</b>					
UMPIRE FEES	CONTRACTUAL SERVICES				198.00
<b>Fund 111 - GENERAL Total:</b>					<b>198.00</b>
<b>Vendor ROBERT GOMEZ Total:</b>					<b>198.00</b>
<b>Vendor: RUSHMORE MEDIA COMPANY</b>					
<b>Fund: 661 - STORMWATER</b>					
STRM WTR ADS	CONTRACTUAL SERVICES				325.00
<b>Fund 661 - STORMWATER Total:</b>					<b>325.00</b>
<b>Vendor RUSHMORE MEDIA COMPANY Total:</b>					<b>325.00</b>
<b>Vendor: S M E C</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
EE CONTRIBUTION - BIWEEKLY	SMEC EE PAYABLE				268.00
<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>					<b>268.00</b>
<b>Vendor S M E C Total:</b>					<b>268.00</b>
<b>Vendor: SANDBERG IMPLEMENT, INC</b>					
<b>Fund: 111 - GENERAL</b>					
Equip Maint	EQUIPMENT MAINTENANCE				42.06
Equip Maint	EQUIPMENT MAINTENANCE				27.99
<b>Fund 111 - GENERAL Total:</b>					<b>70.05</b>
<b>Vendor SANDBERG IMPLEMENT, INC Total:</b>					<b>70.05</b>

## Expense Approval Report

Post Dates: 6/3/2014 - 6/16/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: SCB COUNTY</b>					
<b>Fund: 111 - GENERAL</b>					
DEV S. SEPTIC PERMITS	CONTRACTUAL SERVICES				136.00
				<b>Fund 111 - GENERAL Total:</b>	<b>136.00</b>
				<b>Vendor SCB COUNTY Total:</b>	<b>136.00</b>
<b>Vendor: SCB FIREFIGHTERS UNION LOCAL 1454</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
FIRE EE DUES	FIRE UNION DUES EE PAY				210.00
				<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>	<b>210.00</b>
				<b>Vendor SCB FIREFIGHTERS UNION LOCAL 1454 Total:</b>	<b>210.00</b>
<b>Vendor: SCB POLICE OFFICERS ASS'N</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
POLICE EE DUES	POL UNION DUES EE PAY				378.00
				<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>	<b>378.00</b>
				<b>Vendor SCB POLICE OFFICERS ASS'N Total:</b>	<b>378.00</b>
<b>Vendor: SCOTTS BLUFF COUNTY COURT</b>					
<b>Fund: 111 - GENERAL</b>					
Legal Fees	LEGAL FEES				353.75
				<b>Fund 111 - GENERAL Total:</b>	<b>353.75</b>
				<b>Vendor SCOTTS BLUFF COUNTY COURT Total:</b>	<b>353.75</b>
<b>Vendor: SCOTTSBLUFF BODY &amp; PAINT, INC</b>					
<b>Fund: 111 - GENERAL</b>					
TOW SERVICE	CONTRACTUAL SERVICES				70.00
TOW SERVICE	CONTRACTUAL SERVICES				70.00
TOW SERVICE	CONTRACTUAL SERVICES				70.00
TOW SERVICE	CONTRACTUAL SERVICES				80.00
TOW SERVICE	CONTRACTUAL SERVICES				70.00
TOW SERVICE	CONTRACTUAL SERVICES				65.00
TOW SERVICE	CONTRACTUAL SERVICES				70.00
				<b>Fund 111 - GENERAL Total:</b>	<b>495.00</b>
				<b>Vendor SCOTTSBLUFF BODY &amp; PAINT, INC Total:</b>	<b>495.00</b>
<b>Vendor: SCOTTSBLUFF LANDSCAPING INC</b>					
<b>Fund: 111 - GENERAL</b>					
Contractual Svc	CONTRACTUAL SERVICES				425.00
				<b>Fund 111 - GENERAL Total:</b>	<b>425.00</b>
				<b>Vendor SCOTTSBLUFF LANDSCAPING INC Total:</b>	<b>425.00</b>
<b>Vendor: SCOTTSBLUFF SCREENPRINTING &amp; Embroidery,LLC</b>					
<b>Fund: 111 - GENERAL</b>					
Uniforms	UNIFORMS & CLOTHING				55.00
				<b>Fund 111 - GENERAL Total:</b>	<b>55.00</b>
				<b>Vendor SCOTTSBLUFF SCREENPRINTING &amp; Embroidery,LLC Total:</b>	<b>55.00</b>
<b>Vendor: SCREENVISION DIRECT</b>					
<b>Fund: 661 - STORMWATER</b>					
STRM WTR SERVCS	CONTRACTUAL SERVICES				120.00
				<b>Fund 661 - STORMWATER Total:</b>	<b>120.00</b>
				<b>Vendor SCREENVISION DIRECT Total:</b>	<b>120.00</b>
<b>Vendor: SELZER, JOHN</b>					
<b>Fund: 223 - KENO</b>					
TREE REBATE	CONTRACTUAL SERVICES				129.98
				<b>Fund 223 - KENO Total:</b>	<b>129.98</b>
				<b>Vendor SELZER, JOHN Total:</b>	<b>129.98</b>

## Expense Approval Report

Post Dates: 6/3/2014 - 6/16/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: SHERIFF'S OFFICE</b>					
<b>Fund: 111 - GENERAL</b>					
Legal Fees	LEGAL FEES				171.14
				<b>Fund 111 - GENERAL Total:</b>	<b>171.14</b>
				<b>Vendor SHERIFF'S OFFICE Total:</b>	<b>171.14</b>
<b>Vendor: SIMMONS OLSEN LAW FIRM, P.C.</b>					
<b>Fund: 111 - GENERAL</b>					
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				6,086.85
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				3,917.77
				<b>Fund 111 - GENERAL Total:</b>	<b>10,004.62</b>
<b>Fund: 224 - ECONOMIC DEVELOPMENT</b>					
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				500.00
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				475.00
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				112.50
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				462.50
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				225.00
				<b>Fund 224 - ECONOMIC DEVELOPMENT Total:</b>	<b>1,775.00</b>
				<b>Vendor SIMMONS OLSEN LAW FIRM, P.C. Total:</b>	<b>11,779.62</b>
<b>Vendor: SIMON CONTRACTORS</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
CONCRETE	STREET MAINTENANCE				209.25
CONCRETE	STREET MAINTENANCE				332.50
CONCRETE	STREET MAINTENANCE				190.00
CONCRETE	STREET MAINTENANCE				250.00
CONCRETE	STREET MAINTENANCE				171.50
CONCRETE	STREET MAINTENANCE				156.25
CONCRETE	STREET MAINTENANCE				166.25
CONCRETE	STREET MAINTENANCE				427.50
CONCRETE	STREET MAINTENANCE				213.75
CONCRETE	STREET MAINTENANCE				237.50
CONCRETE	STREET MAINTENANCE				213.75
CONCRETE	STREET MAINTENANCE				209.25
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>2,777.50</b>
				<b>Vendor SIMON CONTRACTORS Total:</b>	<b>2,777.50</b>
<b>Vendor: SLAFTER OIL CO INC.</b>					
<b>Fund: 111 - GENERAL</b>					
Equip Maint	EQUIPMENT MAINTENANCE				90.60
				<b>Fund 111 - GENERAL Total:</b>	<b>90.60</b>
				<b>Vendor SLAFTER OIL CO INC. Total:</b>	<b>90.60</b>
<b>Vendor: SNELL SERVICES INC.</b>					
<b>Fund: 661 - STORMWATER</b>					
STRM WTR SUP	CONTRACTUAL SERVICES				390.00
				<b>Fund 661 - STORMWATER Total:</b>	<b>390.00</b>
				<b>Vendor SNELL SERVICES INC. Total:</b>	<b>390.00</b>
<b>Vendor: SOUTH PLATTE NATURAL RESOURCES DIST</b>					
<b>Fund: 111 - GENERAL</b>					
STRM WTR CONF	SCHOOL & CONFERENCE				15.00
				<b>Fund 111 - GENERAL Total:</b>	<b>15.00</b>
<b>Fund: 661 - STORMWATER</b>					
STRM WTR CONF	SCHOOL & CONFERENCE				30.00
				<b>Fund 661 - STORMWATER Total:</b>	<b>30.00</b>
				<b>Vendor SOUTH PLATTE NATURAL RESOURCES DIST Total:</b>	<b>45.00</b>

## Expense Approval Report

Post Dates: 6/3/2014 - 6/16/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: SOUTHWESTERN EQUIP. CO. INC.</b>					
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
vehicle mtnc	VEHICLE MAINTENANCE				210.58
				<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>	<b>210.58</b>
				<b>Vendor SOUTHWESTERN EQUIP. CO. INC. Total:</b>	<b>210.58</b>
<b>Vendor: SPECIAL INVESTIGATIONS</b>					
<b>Fund: 111 - GENERAL</b>					
CONTRACTUAL	CONTRACTUAL SERVICES				211.18
CONTRACTUAL	CONTRACTUAL SERVICES				412.01
				<b>Fund 111 - GENERAL Total:</b>	<b>623.19</b>
				<b>Vendor SPECIAL INVESTIGATIONS Total:</b>	<b>623.19</b>
<b>Vendor: SPENCER MCMURTRY</b>					
<b>Fund: 215 - SPECIAL PROJECTS</b>					
Dept Supp	DEPARTMENT SUPPLIES				730.19
				<b>Fund 215 - SPECIAL PROJECTS Total:</b>	<b>730.19</b>
				<b>Vendor SPENCER MCMURTRY Total:</b>	<b>730.19</b>
<b>Vendor: SS AUTOMOTIVE</b>					
<b>Fund: 111 - GENERAL</b>					
VEH MAINT	VEHICLE MAINTENANCE				29.00
VEH MAINT	VEHICLE MAINTENANCE				65.58
VEH MAINT	VEHICLE MAINTENANCE				29.00
VEH MAINT	VEHICLE MAINTENANCE				29.00
VEH MAINT	VEHICLE MAINTENANCE				29.00
				<b>Fund 111 - GENERAL Total:</b>	<b>181.58</b>
				<b>Vendor SS AUTOMOTIVE Total:</b>	<b>181.58</b>
<b>Vendor: STAR HERALD</b>					
<b>Fund: 111 - GENERAL</b>					
LEGAL PUBLICATION	LEGAL PUBLICATIONS				15.65
Legal Publishing	PUBLICATIONS				139.00
Legal Publishing	LEGAL PUBLICATIONS				17.56
Legal Publishing	LEGAL PUBLICATIONS				471.01
Legal Publishing	LEGAL PUBLICATIONS				41.60
Legal Publishing	LEGAL PUBLICATIONS				12.59
Legal Publishing	RECRUITMENT				1,761.06
				<b>Fund 111 - GENERAL Total:</b>	<b>2,458.47</b>
				<b>Vendor STAR HERALD Total:</b>	<b>2,458.47</b>
<b>Vendor: STATE OF NEBR-DEPT OF ADMIN SVC</b>					
<b>Fund: 111 - GENERAL</b>					
TELEPHONE	TELEPHONE				7.11
				<b>Fund 111 - GENERAL Total:</b>	<b>7.11</b>
				<b>Vendor STATE OF NEBR-DEPT OF ADMIN SVC Total:</b>	<b>7.11</b>
<b>Vendor: THE MOWER SHOP</b>					
<b>Fund: 213 - CEMETERY</b>					
Equip Maint	EQUIPMENT MAINTENANCE				298.84
				<b>Fund 213 - CEMETERY Total:</b>	<b>298.84</b>
				<b>Vendor THE MOWER SHOP Total:</b>	<b>298.84</b>
<b>Vendor: TODD, JAMES</b>					
<b>Fund: 111 - GENERAL</b>					
SCHOOLS & CONF	SCHOOL & CONFERENCE				153.00
				<b>Fund 111 - GENERAL Total:</b>	<b>153.00</b>
				<b>Vendor TODD, JAMES Total:</b>	<b>153.00</b>
<b>Vendor: TOMMY'S JOHNNY'S INC</b>					
<b>Fund: 111 - GENERAL</b>					
Contractual Svc	CONTRACTUAL SERVICES				150.00
Contractual Svc	CONTRACTUAL SERVICES				810.00



## Expense Approval Report

Post Dates: 6/3/2014 - 6/16/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Contractual Svc	CONTRACTUAL SERVICES				495.00
Fund 111 - GENERAL Total:					1,455.00
Vendor TOMMY'S JOHNNY'S INC Total:					1,455.00
<b>Vendor: TOTAL FUNDS BY HASLER</b>					
<b>Fund: 111 - GENERAL</b>					
Postage	POSTAGE				1,000.00
Pstge	POSTAGE				500.00
POSTAGE	POSTAGE				300.00
Fund 111 - GENERAL Total:					1,800.00
Vendor TOTAL FUNDS BY HASLER Total:					1,800.00
<b>Vendor: TRI-STATE SPRINKLER SYSTEMS,LLC</b>					
<b>Fund: 661 - STORMWATER</b>					
STRM WTR Bdwy Islands	CONTRACTUAL SERVICES				365.00
STRM WTR Bdwy Islands	CONTRACTUAL SERVICES				338.40
Fund 661 - STORMWATER Total:					703.40
Vendor TRI-STATE SPRINKLER SYSTEMS,LLC Total:					703.40
<b>Vendor: UNITED CHAMBER OF COMMER</b>					
<b>Fund: 111 - GENERAL</b>					
REGISTRATION	SCHOOL & CONFERENCE				20.00
Fund 111 - GENERAL Total:					20.00
Vendor UNITED CHAMBER OF COMMER Total:					20.00
<b>Vendor: UPSTART ENTERPRISES, LLC</b>					
<b>Fund: 111 - GENERAL</b>					
DEPT SUPPL	DEPARTMENT SUPPLIES				97.68
Fund 111 - GENERAL Total:					97.68
Vendor UPSTART ENTERPRISES, LLC Total:					97.68
<b>Vendor: US BANK</b>					
<b>Fund: 111 - GENERAL</b>					
Contractual Svc	CONTRACTUAL SERVICES				17.39
CONFERENCE	SCHOOL & CONFERENCE				645.00
Conference	SCHOOL & CONFERENCE				255.96
Conference	SCHOOL & CONFERENCE				31.17
Conference	SCHOOL & CONFERENCE				31.16
Conference	SCHOOL & CONFERENCE				255.96
Fund 111 - GENERAL Total:					1,236.64
Vendor US BANK Total:					1,236.64
<b>Vendor: USA BLUEBOOK</b>					
<b>Fund: 631 - WASTEWATER</b>					
DEPT SUP	DEPARTMENT SUPPLIES				572.21
Fund 631 - WASTEWATER Total:					572.21
Vendor USA BLUEBOOK Total:					572.21
<b>Vendor: VAN GALDER, JONATHAN P</b>					
<b>Fund: 111 - GENERAL</b>					
UMPIRE FEES	CONTRACTUAL SERVICES				126.00
Fund 111 - GENERAL Total:					126.00
Vendor VAN GALDER, JONATHAN P Total:					126.00
<b>Vendor: VAN PELT FENCING CO,INC</b>					
<b>Fund: 111 - GENERAL</b>					
Grounds Maint	GROUPS MAINTENANCE				74.87
Grounds Maint	GROUPS MAINTENANCE				80.00
Fund 111 - GENERAL Total:					154.87
Vendor VAN PELT FENCING CO,INC Total:					154.87

## Expense Approval Report

Post Dates: 6/3/2014 - 6/16/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: VERIZON WIRELESS</b>					
<b>Fund: 111 - GENERAL</b>					
Cell Phone	CELLULAR PHONE				26.23
cell bill	CELLULAR PHONE				213.24
				<b>Fund 111 - GENERAL Total:</b>	<b>239.47</b>
<b>Fund: 212 - TRANSPORTATION</b>					
CELL PHONE	TELEPHONE				15.90
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>15.90</b>
<b>Fund: 631 - WASTEWATER</b>					
CELL SERVICE	CELLULAR PHONE				47.44
				<b>Fund 631 - WASTEWATER Total:</b>	<b>47.44</b>
<b>Fund: 641 - WATER</b>					
CELL SERVICE	CELLULAR PHONE				82.45
				<b>Fund 641 - WATER Total:</b>	<b>82.45</b>
				<b>Vendor VERIZON WIRELESS Total:</b>	<b>385.26</b>
<b>Vendor: VIAERO WIRELESS</b>					
<b>Fund: 631 - WASTEWATER</b>					
LOCATES	CONTRACTUAL SERVICES				18.10
				<b>Fund 631 - WASTEWATER Total:</b>	<b>18.10</b>
<b>Fund: 641 - WATER</b>					
LOCATES	CONTRACTUAL SERVICES				18.11
				<b>Fund 641 - WATER Total:</b>	<b>18.11</b>
				<b>Vendor VIAERO WIRELESS Total:</b>	<b>36.21</b>
<b>Vendor: VISTABEAM</b>					
<b>Fund: 111 - GENERAL</b>					
Dept Supp	DEPARTMENT SUPPLIES				54.95
Dept Supp	DEPARTMENT SUPPLIES				54.95
				<b>Fund 111 - GENERAL Total:</b>	<b>109.90</b>
				<b>Vendor VISTABEAM Total:</b>	<b>109.90</b>
<b>Vendor: VOGEL PAINT - TED'S COOK PAINT</b>					
<b>Fund: 111 - GENERAL</b>					
Dept Supp	DEPARTMENT SUPPLIES				82.94
				<b>Fund 111 - GENERAL Total:</b>	<b>82.94</b>
<b>Fund: 212 - TRANSPORTATION</b>					
SUPP	DEPARTMENT SUPPLIES				78.75
KIT FOR PAINT STRIPER	EQUIPMENT MAINTENANCE				26.30
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>105.05</b>
				<b>Vendor VOGEL PAINT - TED'S COOK PAINT Total:</b>	<b>187.99</b>
<b>Vendor: WALMART COMMUNITY/GEMB</b>					
<b>Fund: 111 - GENERAL</b>					
Dept Supp	DEPARTMENT SUPPLIES				148.00
Dept Supp	DEPARTMENT SUPPLIES				33.28
Dept Supp	DEPARTMENT SUPPLIES				26.55
Dept Supp	DEPARTMENT SUPPLIES				24.85
Dept Supp	DEPARTMENT SUPPLIES				45.09
Bks	BOOKS				76.27
Dpt sup	DEPARTMENT SUPPLIES				9.53
Dpt sup	DEPARTMENT SUPPLIES				137.58
				<b>Fund 111 - GENERAL Total:</b>	<b>501.15</b>
<b>Fund: 213 - CEMETERY</b>					
Dept Supp	DEPARTMENT SUPPLIES				70.56
Dept Supp	DEPARTMENT SUPPLIES				10.08
Dept Supp	DEPARTMENT SUPPLIES				61.77
Dept Supp	DEPARTMENT SUPPLIES				21.99
				<b>Fund 213 - CEMETERY Total:</b>	<b>164.40</b>

## Expense Approval Report

Post Dates: 6/3/2014 - 6/16/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
Dept supplies	DEPARTMENT SUPPLIES				56.71
				<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>	<b>56.71</b>
<b>Fund: 631 - WASTEWATER</b>					
DEPT SUP	DEPARTMENT SUPPLIES				325.62
				<b>Fund 631 - WASTEWATER Total:</b>	<b>325.62</b>
				<b>Vendor WALMART COMMUNITY/GEMB Total:</b>	<b>1,047.88</b>
<b>Vendor: WARD LABORATORIES, INC</b>					
<b>Fund: 661 - STORMWATER</b>					
STRM WTR SERVCS	CONTRACTUAL SERVICES				19.00
				<b>Fund 661 - STORMWATER Total:</b>	<b>19.00</b>
				<b>Vendor WARD LABORATORIES, INC Total:</b>	<b>19.00</b>
<b>Vendor: WELLS FARGO BANK N.A.</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
RETIREMENT GENERAL - EE	REGULAR RETIRE EE PAY				8,555.36
RETIREMENT GENERAL ADDTL -...	REGULAR RETIRE EE PAY				2,978.34
RETIREMENT GENERAL ADDTL -...	REGULAR RETIRE ER PAY				2,587.11
TSA POLICE	RETIRE POLICE EE PAY				9,654.34
TSA POLICE ADDTL - EE	RETIRE POLICE EE PAY				50.84
TSA FIRE	RETIRE FIRE EE PAYABLE				6,772.09
TSA FIRE ADDTL - EE	RETIRE FIRE EE PAYABLE				365.00
				<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>	<b>30,963.08</b>
				<b>Vendor WELLS FARGO BANK N.A. Total:</b>	<b>30,963.08</b>
<b>Vendor: WESTCO</b>					
<b>Fund: 111 - GENERAL</b>					
Grounds Maint	GROUPS MAINTENANCE				183.50
Dept Supp	DEPARTMENT SUPPLIES				147.37
Grounds Maint	GROUPS MAINTENANCE				167.27
Dept Supplies	DEPARTMENT SUPPLIES				48.82
Dept Supp	DEPARTMENT SUPPLIES				91.75
Dept Supplies	DEPARTMENT SUPPLIES				496.40
Dept Supp	DEPARTMENT SUPPLIES				39.56
				<b>Fund 111 - GENERAL Total:</b>	<b>1,174.67</b>
				<b>Vendor WESTCO Total:</b>	<b>1,174.67</b>
<b>Vendor: WESTERN PATHOLOGY CONSULTANTS, INC</b>					
<b>Fund: 111 - GENERAL</b>					
CONTRACT	CONTRACTUAL SERVICES				267.00
				<b>Fund 111 - GENERAL Total:</b>	<b>267.00</b>
				<b>Vendor WESTERN PATHOLOGY CONSULTANTS, INC Total:</b>	<b>267.00</b>
<b>Vendor: WESTERN TRAIL SPORTS</b>					
<b>Fund: 111 - GENERAL</b>					
Uniforms	UNIFORMS & CLOTHING				1,071.49
				<b>Fund 111 - GENERAL Total:</b>	<b>1,071.49</b>
				<b>Vendor WESTERN TRAIL SPORTS Total:</b>	<b>1,071.49</b>
<b>Vendor: WINKLER ELECTRIC INC</b>					
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
dept supplies	DEPARTMENT SUPPLIES				465.24
				<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>	<b>465.24</b>
				<b>Vendor WINKLER ELECTRIC INC Total:</b>	<b>465.24</b>
<b>Vendor: YMCA OF SCOTTSBLUFF</b>					
<b>Fund: 111 - GENERAL</b>					
fitness prog.	VOLUNTEER FIREMAN				157.50
fitness prog.	CONTRACTUAL SERVICES				472.50
fitness prog.	VOLUNTEER FIREMAN				157.50

## Expense Approval Report

Post Dates: 6/3/2014 - 6/16/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
fitness prog.	CONTRACTUAL SERVICES				472.50
Fund 111 - GENERAL Total:					1,260.00
Fund: 713 - CASH & INVESTMENT POOL					
POLICE - EE	YMCA PAY EE				235.20
POLICE - ER	YMCA PAY ER				264.60
EE-SINGLE	YMCA PAY EE				86.62
EE - FAMILY	YMCA PAY EE				411.74
ER PAID AT 50%	YMCA PAY ER				157.50
ER PAID AT 75%	YMCA PAY ER				70.89
ER PAID AT 100%	YMCA PAY ER				189.00
Fund 713 - CASH & INVESTMENT POOL Total:					1,415.55
Vendor YMCA OF SCOTTSBLUFF Total:					2,675.55
Vendor: ZM LUMBER CO.					
Fund: 111 - GENERAL					
Dept Supp	DEPARTMENT SUPPLIES				5.64
Grounds Maint	GROUNDS MAINTENANCE				14.36
Fund 111 - GENERAL Total:					20.00
Vendor ZM LUMBER CO. Total:					20.00
Grand Total:					703,536.55

## Report Summary

## Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	90,374.44	375.79
212 - TRANSPORTATION	15,467.58	0.00
213 - CEMETERY	1,996.04	0.00
215 - SPECIAL PROJECTS	730.19	0.00
216 - BUSINESS IMPROVEMENT	281.00	0.00
218 - PUBLIC SAFETY	6,173.36	0.00
223 - KENO	459.98	0.00
224 - ECONOMIC DEVELOPMENT	1,775.00	0.00
621 - ENVIRONMENTAL SERVICES	66,576.53	208.07
631 - WASTEWATER	345,821.89	208.08
641 - WATER	15,957.11	208.07
661 - STORMWATER	1,761.34	0.00
713 - CASH & INVESTMENT POOL	137,010.22	137,010.22
721 - GIS SERVICES	34.14	0.00
812 - HEALTH INSURANCE	19,117.73	18,475.73
<b>Grand Total:</b>	<b>703,536.55</b>	<b>156,485.96</b>

## Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-42204-172	POOL REVENUE-NONTAX...	125.00	0.00
111-51281-142	DISABILITY INSURANCE	375.79	375.79
111-52111-111	DEPARTMENT SUPPLIES	141.15	0.00
111-52111-116	DEPARTMENT SUPPLIES	676.90	0.00
111-52111-121	DEPARTMENT SUPPLIES	24.56	0.00
111-52111-141	DEPARTMENT SUPPLIES	249.55	0.00
111-52111-142	DEPARTMENT SUPPLIES	518.91	0.00
111-52111-151	DEPARTMENT SUPPLIES	244.31	0.00
111-52111-171	DEPARTMENT SUPPLIES	3,142.39	0.00
111-52111-172	DEPARTMENT SUPPLIES	1,026.72	0.00
111-52114-172	CONCESSION SUPPLIES	3,647.32	0.00
111-52121-141	JANITORIAL SUPPLIES	28.87	0.00
111-52121-142	JANITORIAL SUPPLIES	28.88	0.00
111-52121-151	JANITORIAL SUPPLIES	367.25	0.00
111-52121-171	JANITORIAL SUPPLIES	562.11	0.00
111-52134-172	SPECIAL EVENTS	100.00	0.00
111-52163-142	INVESTIGATION SUPPLIES	111.00	0.00
111-52164-141	VOLUNTEER FIREMAN	315.00	0.00
111-52181-141	UNIFORMS & CLOTHING	390.13	0.00
111-52181-142	UNIFORMS & CLOTHING	436.05	0.00
111-52181-172	UNIFORMS & CLOTHING	1,126.49	0.00
111-52211-111	PUBLICATIONS	139.00	0.00
111-52222-151	BOOKS	268.34	0.00
111-52311-114	MEMBERSHIPS	934.00	0.00
111-52311-121	MEMBERSHIPS	120.00	0.00
111-52411-111	POSTAGE	1,000.00	0.00
111-52411-142	POSTAGE	300.00	0.00
111-52411-151	POSTAGE	500.00	0.00
111-52511-121	GASOLINE	418.95	0.00
111-52511-141	GASOLINE	985.09	0.00
111-52511-142	GASOLINE	5,740.42	0.00
111-52511-171	GASOLINE	2,207.70	0.00
111-52511-172	GASOLINE	17.19	0.00
111-52521-111	OTHER FUEL	73.80	0.00
111-52521-171	OTHER FUEL	2,240.03	0.00
111-53111-112	CONTRACTUAL SERVICES	322.00	0.00
111-53111-114	CONTRACTUAL SERVICES	6,086.85	0.00
111-53111-121	CONTRACTUAL SERVICES	136.00	0.00

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>	<b>Payment Amount</b>
111-53111-141	CONTRACTUAL SERVICES	945.00	0.00
111-53111-142	CONTRACTUAL SERVICES	12,097.28	0.00
111-53111-171	CONTRACTUAL SERVICES	3,865.00	0.00
111-53111-172	CONTRACTUAL SERVICES	2,057.39	0.00
111-53121-112	CONSULTING SERVICES	77.00	0.00
111-53121-142	CONSULTING SERVICES	100.00	0.00
111-53161-112	LEGAL PUBLICATIONS	17.56	0.00
111-53161-115	LEGAL PUBLICATIONS	471.01	0.00
111-53161-121	LEGAL PUBLICATIONS	41.60	0.00
111-53161-143	LEGAL PUBLICATIONS	15.65	0.00
111-53161-151	LEGAL PUBLICATIONS	12.59	0.00
111-53211-114	LEGAL FEES	524.89	0.00
111-53211-142	LEGAL FEES	10.00	0.00
111-53211-171	LEGAL FEES	112.90	0.00
111-53311-111	AUDIT	16,950.00	0.00
111-53421-141	BUILDING MAINTENANCE	8.10	0.00
111-53421-142	BUILDING MAINTENANCE	8.10	0.00
111-53421-171	BUILDING MAINTENANCE	5.67	0.00
111-53421-172	BUILDING MAINTENANCE	3,818.79	0.00
111-53431-171	ELECTRICAL MAINTENAN...	264.11	0.00
111-53441-121	EQUIPMENT MAINTENAN...	141.00	0.00
111-53441-141	EQUIPMENT MAINTENAN...	159.20	0.00
111-53441-142	EQUIPMENT MAINTENAN...	433.38	0.00
111-53441-151	EQUIPMENT MAINTENAN...	34.00	0.00
111-53441-171	EQUIPMENT MAINTENAN...	1,588.45	0.00
111-53441-172	EQUIPMENT MAINTENAN...	216.76	0.00
111-53451-121	VEHICLE MAINTENANCE	33.47	0.00
111-53451-141	VEHICLE MAINTENANCE	23.22	0.00
111-53451-142	VEHICLE MAINTENANCE	181.58	0.00
111-53451-171	VEHICLE MAINTENANCE	22.58	0.00
111-53471-171	GROUNDS MAINTENANCE	2,256.55	0.00
111-53561-111	TELEPHONE	235.55	0.00
111-53561-112	TELEPHONE	69.45	0.00
111-53561-114	TELEPHONE	67.95	0.00
111-53561-115	TELEPHONE	37.14	0.00
111-53561-116	TELEPHONE	227.95	0.00
111-53561-121	TELEPHONE	211.33	0.00
111-53561-141	TELEPHONE	291.55	0.00
111-53561-142	TELEPHONE	1,635.09	0.00
111-53561-143	TELEPHONE	7.11	0.00
111-53561-151	TELEPHONE	552.17	0.00
111-53561-171	TELEPHONE	170.62	0.00
111-53561-172	TELEPHONE	169.12	0.00
111-53571-141	CELLULAR PHONE	239.47	0.00
111-53631-111	RENT-MACHINES	153.09	0.00
111-53631-142	RENT-MACHINES	59.25	0.00
111-53711-113	SCHOOL & CONFERENCE	20.00	0.00
111-53711-114	SCHOOL & CONFERENCE	1,258.46	0.00
111-53711-121	SCHOOL & CONFERENCE	15.00	0.00
111-53711-142	SCHOOL & CONFERENCE	663.25	0.00
111-53711-171	SCHOOL & CONFERENCE	287.13	0.00
111-53711-172	SCHOOL & CONFERENCE	287.12	0.00
111-53811-142	BONDING	140.00	0.00
111-53913-112	RECRUITMENT	1,761.06	0.00
111-59211-172	LICENSE/PERMITS	195.00	0.00
212-52111-212	DEPARTMENT SUPPLIES	3,815.10	0.00
212-52511-212	GASOLINE	1,423.58	0.00
212-52521-212	OTHER FUEL	2,059.70	0.00

## Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
212-53111-212	CONTRACTUAL SERVICES	47.51	0.00
212-53431-212	ELECTRICAL MAINTENAN...	925.00	0.00
212-53441-212	EQUIPMENT MAINTENAN...	464.86	0.00
212-53451-212	VEHICLE MAINTENANCE	170.34	0.00
212-53491-212	STREET MAINTENANCE	3,800.50	0.00
212-53561-212	TELEPHONE	534.29	0.00
212-53611-212	RENT-LAND	146.16	0.00
212-54322-212	STREET PROJECTS	2,080.54	0.00
213-52111-213	DEPARTMENT SUPPLIES	1,359.02	0.00
213-52511-213	GASOLINE	178.90	0.00
213-53111-213	CONTRACTUAL SERVICES	17.98	0.00
213-53211-213	LEGAL FEES	30.00	0.00
213-53441-213	EQUIPMENT MAINTENAN...	298.84	0.00
213-53561-213	TELEPHONE	69.45	0.00
213-53821-213	FIRE INSURANCE	41.85	0.00
215-52111-172	DEPARTMENT SUPPLIES	730.19	0.00
216-53111-121	CONTRACTUAL SERVICES	281.00	0.00
218-52111-142	DEPARTMENT SUPPLIES	6,173.36	0.00
223-53111-113	CONTRACTUAL SERVICES	459.98	0.00
224-53111-114	CONTRACTUAL SERVICES	1,775.00	0.00
621-52111-621	DEPARTMENT SUPPLIES	9,803.17	0.00
621-52411-621	POSTAGE	208.07	208.07
621-52511-621	GASOLINE	10,821.02	0.00
621-53193-621	DISPOSAL FEES	45,391.80	0.00
621-53451-621	VEHICLE MAINTENANCE	210.58	0.00
621-53561-621	TELEPHONE	141.89	0.00
631-52111-631	DEPARTMENT SUPPLIES	3,012.41	0.00
631-52411-631	POSTAGE	390.51	208.08
631-52511-631	GASOLINE	1,470.54	0.00
631-52521-631	OTHER FUEL	1,299.93	0.00
631-53111-631	CONTRACTUAL SERVICES	3,119.87	0.00
631-53421-631	BUILDING MAINTENANCE	280.00	0.00
631-53441-631	EQUIPMENT MAINTENAN...	304.29	0.00
631-53451-631	VEHICLE MAINTENANCE	391.50	0.00
631-53561-631	TELEPHONE	135.89	0.00
631-53571-631	CELLULAR PHONE	47.44	0.00
631-53711-631	SCHOOL & CONFERENCE	60.00	0.00
631-53821-631	FIRE INSURANCE	909.51	0.00
631-54411-631	EQUIPMENT	334,400.00	0.00
641-11224	UNAPPLIED CREDIT	200.00	0.00
641-52111-641	DEPARTMENT SUPPLIES	4,121.12	0.00
641-52117-641	SAMPLES	105.00	0.00
641-52411-641	POSTAGE	208.07	208.07
641-52511-641	GASOLINE	1,937.03	0.00
641-52611-641	CHEMICALS	2,308.15	0.00
641-53111-641	CONTRACTUAL SERVICES	836.85	0.00
641-53441-641	EQUIPMENT MAINTENAN...	30.41	0.00
641-53561-641	TELEPHONE	102.67	0.00
641-53571-641	CELLULAR PHONE	82.45	0.00
641-53631-641	RENT-MACHINES	25.36	0.00
641-54311-641	STRUCTURES	6,000.00	0.00
661-52111-661	DEPARTMENT SUPPLIES	90.60	0.00
661-52511-661	GASOLINE	50.11	0.00
661-53111-661	CONTRACTUAL SERVICES	1,557.40	0.00
661-53561-661	TELEPHONE	33.23	0.00
661-53711-661	SCHOOL & CONFERENCE	30.00	0.00
713-21511	MISC PAYROLL DEDUCT	360.14	360.14
713-21512	MEDICARE W/H EE PAYAB...	8,038.00	8,038.00

**Account Summary**

Account Number	Account Name	Expense Amount	Payment Amount
713-21513	FICA W/H EE PAYABLE	30,132.20	30,132.20
713-21514	FED W/H EE PAYABLE	28,584.21	28,584.21
713-21515	STATE W/H EE PAYABLE	17,657.02	17,657.02
713-21517	POL UNION DUES EE PAY	378.00	378.00
713-21518	FIRE UNION DUES EE PAY	210.00	210.00
713-21523	LIFE INS EE PAYABLE	63.36	63.36
713-21524	SMEC EE PAYABLE	268.00	268.00
713-21527	WAGE ATTACHMENT EE ...	586.00	586.00
713-21528	REGULAR RETIRE EE PAY	11,533.70	11,533.70
713-21529	DEFERRED COMP EE PAY	965.00	965.00
713-21531	RETIRE FIRE EE PAYABLE	7,137.09	7,137.09
713-21533	RETIRE POLICE EE PAY	9,705.18	9,705.18
713-21534	DIS INC INS EE PAYABLE	604.77	604.77
713-21539	CHILD SUPPORT EE PAY	2,089.06	2,089.06
713-21540	YMCA PAY EE	733.56	733.56
713-21541	HSA EE PAYABLE	11,505.96	11,505.96
713-21723	LIFE INS ER PAYABLE	739.87	739.87
713-21728	REGULAR RETIRE ER PAY	2,587.11	2,587.11
713-21740	YMCA PAY ER	681.99	681.99
713-21741	HSA ER PAYABLE	2,450.00	2,450.00
721-53561-721	TELEPHONE	34.14	0.00
812-53862-112	CLAIMS EXPENSE	18,475.73	18,475.73
812-59913-112	TAX EXPENSE	642.00	0.00
<b>Grand Total:</b>		<b>703,536.55</b>	<b>156,485.96</b>

**Project Account Summary**

Project Account Key	Expense Amount	Payment Amount
**None**	690,014.56	156,485.96
1114152114	1,553.15	0.00
1114153421	3,818.79	0.00
1114153441	174.75	0.00
1114252114	2,094.17	0.00
1114253441	42.01	0.00
2117753111	960.00	0.00
2117753471	659.89	0.00
2122352111	785.14	0.00
2123153111	459.98	0.00
6002053111	904.11	0.00
6002053711	30.00	0.00
7000853111	2,040.00	0.00
<b>Grand Total:</b>	<b>703,536.55</b>	<b>156,485.96</b>



Refund Review

Close Form Print Screen

Packet: UBPKT00292 - Refunds 3 UBPKT00291 Disconnect

Add Edit Delete

Account #	Status	Contact	Service Address	Refund Amount
030-3725-01	Inactive	GRACE O'KEEFE	1409 AVE J SCOTTSBLUFF NE 69361	82.47
020-1902-04	Inactive	CRYSTAL M BRECHT	2213 DON DR SCOTTSBLUFF NE 69361	49.10
045-5096-04	Inactive	YAZMIN B ACOSTA	1016 12TH AVE SCOTTSBLUFF NE 69361	27.95
045-1099-03	Inactive	BETH A IRISH	1614 14TH AVE SCOTTSBLUFF NE 69361	30.33
040-2542-03	Inactive	R&K LAND CO	1818 1/2 BROADWAY SCOTTSBLUFF NE 693	9.04
080-0168-02	Inactive	JENNY AYALA	1919 3RD AVE SCOTTSBLUFF NE 69361	0.63
075-5721-03	Inactive	ROGER GREEN	1909 5TH AVE SCOTTSBLUFF NE 69361	3.02
055-0867-01	Inactive	MELISSA K LEWIS	1930 8TH AVE SCOTTSBLUFF NE 69361	3.33
010-2287-05	Inactive	STEVE & SHERYL MCLEAN	413 W 20TH ST SCOTTSBLUFF NE 69361	2.81
060-7056-01	Inactive	CHARLES MULFORD	240596 HIGHLAND RD SCOTTSBLUFF NE 69	2.33
015-6724-03	Inactive	THORN & ROSES, LLC	1 STONEY CREEK DR SCOTTSBLUFF NE 69	115.42
050-0943-01	Inactive	JON WADE WALLASKY	1815 9TH AVE SCOTTSBLUFF NE 69361	6.24
Total				\$332.67

# **City of Scottsbluff, Nebraska**

**Monday, June 16, 2014**

**Regular Meeting**

## **Item Claims2**

**Request for payment of claim by warrant to Kinghorn Gardens for  
Downtown Phase 3 Project.**

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

# Agenda Statement

Item No.

For meeting of: **June 14, 2014**

**AGENDA TITLE:** Request for payment of claim by warrant for Downtown Phase 3 Project.

**SUBMITTED BY DEPARTMENT/ORGANIZATION:** Finance

**PRESENTATION BY:** Rick Kuckkahn

**SUMMARY EXPLANATION:** This is a request for reimbursement of expenses by Kinghorn Gardens for preliminary design on the Downtown Phase 3 Project.

**BOARD/COMMISSION RECOMMENDATION:**

**STAFF RECOMMENDATION:** Recommend that council authorize the City Clerk to issue a warrant for payment of the claim.

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## EXHIBITS

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

Other (specify) ☒ invoice \_\_\_\_\_

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

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

---

Rev 3/1/99CClerk

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

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

That the claim of Kinghorn Gardens in the amount of \$13,387.00, being the second pay estimate for the Downtown Phase 3 Project, is approved and the City Clerk is authorized to issue a warrant for the payment of such claim.

Passed and approved this 16th day of June, 2014.

\_\_\_\_\_  
Mayor

ATTEST:

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

“seal”

# Kinghorn Gardens

8024 N 28th St  
P. O. Box 12455  
Omaha, NE 68112  
Ph 402-457-6492  
Fax 402-457-0071

## Invoice

Job	Invoice No	Date
City of Scottsbluff Master Plan	25302	5/30/2014
Site Address	Account No	Terms
2525 Circle Drive	2747	

City of Scottsbluff  
2525 Circle Drive  
Scottsbluff, NE 69361

Description	Date	Quantity	Unit	Unit Price	Ext Price
Landscape Architectural Design Services <i>For consulting services through completion of Phase 3. Final Invoice.</i>	5/30/2014	1		13,387.00	13,387.00

Subtotal	\$13,387.00
Taxable	0.00
Tax	0.00
Total	\$13,387.00

Ok To Pay  
NJ  
6/11/14

RECEIVED  
JUN 09 2014

Recd. from Nathan 6-11-14

Thank you for your business!



# **City of Scottsbluff, Nebraska**

**Monday, June 16, 2014**

**Regular Meeting**

## **Item Finance1**

**Council to review the April, 2014 Financial Report.**

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

# City of Scottsbluff

## Fund Equity in Cash

April 30, 2014

<b>Fund</b>	<b>Fund #</b>	<b>2 YRS PRIOR</b> April 30, 2012	<b>PRIOR YEAR</b> April 30, 2013	<b>PRIOR MONTH</b> March 31, 2014	<b>CURRENT MONTH</b> April 30, 2014
General	111	\$ 2,755,926.48	\$ 3,562,276.75	\$ 3,626,914.15	\$ 3,394,736.46
Regional Library	211	11,763.20	42,104.25	50,158.90	48,669.47
Transportation	212	2,746,728.52	1,904,676.53	1,495,424.37	1,584,495.07
Cemetery	213	(12,258.99)	(6,496.62)	3,332.24	(1,092.86)
Cemetery Perp Care	214	332,784.41	366,531.44	412,328.11	422,992.86
Special Projects	215	189,133.85	543,126.98	630,390.07	630,429.31
Business Improvement	216	179,786.76	118,088.62	161,433.94	161,568.11
Public Safety	218	270,083.73	308,227.64	231,234.10	166,358.51
Scb Industrial Sites	219	42,495.60	54,821.36	49,550.19	49,553.71
Keno	223	88,298.95	80,557.63	99,520.84	104,897.08
Economic Development	224	3,406,976.36	4,461,288.83	5,293,360.46	5,323,670.44
Mutual Fire Organization	225	268,750.23	351,724.60	435,029.33	429,852.79
Debt Service	311	3,491,880.45	3,555,960.11	3,536,187.15	3,622,470.68
TIF	321	382,284.59	368,395.10	248,324.56	248,342.19
CDBG	411	286,598.96	42,573.95	42,556.00	42,559.02
Leasing Corporation	412	7,590.91	7,610.47	7,607.39	7,607.93
Capital Projects	511	-	-	8,979.38	11,759.46
Environmental Services	621	484,405.50	441,603.70	519,562.54	245,169.54
Wastewater	631	2,251,925.27	1,793,297.26	2,165,952.83	2,025,885.45
Water	641	755,709.53	1,191,417.51	1,725,948.22	1,754,022.58
Electric	651	1,565,564.97	1,321,483.35	1,355,255.60	1,355,708.07
Stormwater	661	468,121.69	433,319.68	442,502.60	443,478.48
GIS	721	45,361.05	42,918.71	38,947.93	33,087.23
Unemployment Comp	811	27,203.57	23,240.00	53,091.63	53,095.40
Health Insurance	812	549,181.83	663,443.79	629,465.05	663,490.21
<b>TOTAL</b>		<b>\$ 20,596,297.42</b>	<b>\$ 21,672,191.64</b>	<b>\$ 23,263,057.58</b>	<b>\$ 22,822,807.19</b>





# Budget Report Group Summary

For Fiscal: 2013-2014 Period Ending: 04/30/2014

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 111 - GENERAL</b>						
400 - Taxes	5,240,248.00	5,240,248.00	432,185.14	2,880,667.06	-2,359,580.94	-45.03 %
412 - Intergovernmental	0.00	0.00	3,358.00	73,252.29	73,252.29	0.00 %
420 - Charges for Services	496,050.00	496,050.00	67,156.48	229,755.88	-266,294.12	-53.68 %
460 - Investment Income	11,000.00	11,000.00	240.94	4,467.38	-6,532.62	-59.39 %
470 - Miscellaneous Revenues	42,500.00	42,500.00	15,137.70	67,045.81	24,545.81	57.75 %
480 - Other Financing Uses	2,885,220.00	2,885,220.00	0.00	1,504,718.40	-1,380,501.60	-47.85 %
500 - Personnel	6,157,348.00	6,157,348.00	431,220.84	3,444,146.09	2,713,201.91	44.06 %
503 - Supplies	500,043.00	500,043.00	50,045.37	219,621.93	280,421.07	56.08 %
504 - Contract Services	1,660,869.00	1,660,869.00	176,532.10	965,350.56	695,518.44	41.88 %
550 - Capital Outlay	619,000.00	619,000.00	86,485.27	311,674.21	307,325.79	49.65 %
570 - Other Financing Uses	511,000.00	511,000.00	0.00	233,549.84	277,450.16	54.30 %
<b>Fund: 111 - GENERAL Surplus (Deficit):</b>	<b>-773,242.00</b>	<b>-773,242.00</b>	<b>-226,205.32</b>	<b>-414,435.81</b>	<b>358,806.19</b>	
<b>Fund: 211 - REGIONAL LIBRARY</b>						
460 - Investment Income	120.00	120.00	3.45	52.82	-67.18	-55.98 %
470 - Miscellaneous Revenues	1,000.00	1,000.00	132.50	25,227.56	24,227.56	2,422.76 %
503 - Supplies	15,750.00	15,750.00	1,625.38	6,852.84	8,897.16	56.49 %
504 - Contract Services	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
570 - Other Financing Uses	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
<b>Fund: 211 - REGIONAL LIBRARY Surplus (Deficit):</b>	<b>-27,630.00</b>	<b>-27,630.00</b>	<b>-1,489.43</b>	<b>18,427.54</b>	<b>46,057.54</b>	
<b>Fund: 212 - TRANSPORTATION</b>						
400 - Taxes	2,630,209.00	2,630,209.00	215,588.53	1,331,654.53	-1,298,554.47	-49.37 %
420 - Charges for Services	2,500.00	2,500.00	0.00	0.00	-2,500.00	-100.00 %
460 - Investment Income	7,500.00	7,500.00	112.46	2,359.25	-5,140.75	-68.54 %
470 - Miscellaneous Revenues	25,000.00	25,000.00	24,727.50	25,846.80	846.80	3.39 %
500 - Personnel	950,700.00	950,700.00	68,733.02	540,376.79	410,323.21	43.16 %
503 - Supplies	291,170.00	291,170.00	37,698.18	128,835.86	162,334.14	55.75 %
504 - Contract Services	841,400.00	841,400.00	43,917.53	301,097.86	540,302.14	64.21 %
550 - Capital Outlay	660,000.00	660,000.00	960.00	180,980.52	479,019.48	72.58 %
560 - Debt Service	242,991.00	242,991.00	0.00	239,318.75	3,672.25	1.51 %
570 - Other Financing Uses	152,000.00	152,000.00	89.06	24,657.98	127,342.02	83.78 %
<b>Fund: 212 - TRANSPORTATION Surplus (Deficit):</b>	<b>-473,052.00</b>	<b>-473,052.00</b>	<b>89,030.70</b>	<b>-55,407.18</b>	<b>417,644.82</b>	
<b>Fund: 213 - CEMETERY</b>						
420 - Charges for Services	44,300.00	44,300.00	3,475.00	27,105.00	-17,195.00	-38.81 %
460 - Investment Income	20.00	20.00	0.00	24.42	4.42	22.10 %
470 - Miscellaneous Revenues	41,000.00	41,000.00	2,900.00	20,248.67	-20,751.33	-50.61 %
480 - Other Financing Uses	148,000.00	148,000.00	0.00	56,950.00	-91,050.00	-61.52 %
500 - Personnel	145,063.00	145,063.00	9,833.36	74,082.56	70,980.44	48.93 %
503 - Supplies	16,431.00	16,431.00	190.42	9,243.79	7,187.21	43.74 %
504 - Contract Services	25,008.00	25,008.00	876.32	11,476.95	13,531.05	54.11 %
550 - Capital Outlay	48,000.00	48,000.00	0.00	22,450.00	25,550.00	53.23 %
<b>Fund: 213 - CEMETERY Surplus (Deficit):</b>	<b>-1,182.00</b>	<b>-1,182.00</b>	<b>-4,525.10</b>	<b>-12,925.21</b>	<b>-11,743.21</b>	
<b>Fund: 214 - CEMETARY PERPETUAL CARE</b>						
400 - Taxes	159,000.00	159,000.00	9,134.82	51,048.20	-107,951.80	-67.89 %
420 - Charges for Services	18,300.00	18,300.00	1,500.00	9,600.00	-8,700.00	-47.54 %
460 - Investment Income	1,400.00	1,400.00	29.93	627.71	-772.29	-55.16 %
504 - Contract Services	250,000.00	250,000.00	0.00	0.00	250,000.00	100.00 %
570 - Other Financing Uses	148,000.00	148,000.00	0.00	56,950.00	91,050.00	61.52 %
<b>Fund: 214 - CEMETARY PERPETUAL CARE Surplus (Deficit):</b>	<b>-219,300.00</b>	<b>-219,300.00</b>	<b>10,664.75</b>	<b>4,325.91</b>	<b>223,625.91</b>	
<b>Fund: 215 - SPECIAL PROJECTS</b>						
412 - Intergovernmental	0.00	0.00	0.00	69,070.77	69,070.77	0.00 %

**Budget Report**

**For Fiscal: 2013-2014 Period Ending: 04/30/2014**

<b>Categor...</b>	<b>Original Total Budget</b>	<b>Current Total Budget</b>	<b>Period Activity</b>	<b>Fiscal Activity</b>	<b>Variance Favorable (Unfavorable)</b>	<b>Percent Remaining</b>
420 - Charges for Services	0.00	0.00	0.00	1,060.00	1,060.00	0.00 %
460 - Investment Income	1,500.00	1,500.00	44.74	902.46	-597.54	-39.84 %
470 - Miscellaneous Revenues	500,000.00	500,000.00	0.00	1,834.90	-498,165.10	-99.63 %
500 - Personnel	0.00	0.00	0.00	5,386.61	-5,386.61	0.00 %
503 - Supplies	500,000.00	500,000.00	5.50	3,250.73	496,749.27	99.35 %
504 - Contract Services	0.00	0.00	0.00	13,547.56	-13,547.56	0.00 %
<b>Fund: 215 - SPECIAL PROJECTS Surplus (Deficit):</b>	<b>1,500.00</b>	<b>1,500.00</b>	<b>39.24</b>	<b>50,683.23</b>	<b>49,183.23</b>	
<b>Fund: 216 - BUSINESS IMPROVEMENT</b>						
400 - Taxes	54,340.00	54,340.00	489.12	15,601.41	-38,738.59	-71.29 %
460 - Investment Income	500.00	500.00	11.47	239.54	-260.46	-52.09 %
500 - Personnel	11,085.00	11,085.00	0.00	0.00	11,085.00	100.00 %
503 - Supplies	100.00	100.00	0.00	0.00	100.00	100.00 %
504 - Contract Services	4,100.00	4,100.00	366.42	933.52	3,166.48	77.23 %
550 - Capital Outlay	55,000.00	55,000.00	0.00	0.00	55,000.00	100.00 %
570 - Other Financing Uses	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
<b>Fund: 216 - BUSINESS IMPROVEMENT Surplus (Deficit):</b>	<b>-65,445.00</b>	<b>-65,445.00</b>	<b>134.17</b>	<b>14,907.43</b>	<b>80,352.43</b>	
<b>Fund: 218 - PUBLIC SAFETY</b>						
400 - Taxes	236,000.00	236,000.00	11,920.47	66,586.85	-169,413.15	-71.79 %
460 - Investment Income	1,200.00	1,200.00	11.81	387.16	-812.84	-67.74 %
503 - Supplies	31,000.00	31,000.00	13,732.86	34,085.66	-3,085.66	-9.95 %
550 - Capital Outlay	130,000.00	130,000.00	61,176.00	92,739.92	37,260.08	28.66 %
560 - Debt Service	67,122.00	67,122.00	0.00	56,493.75	10,628.25	15.83 %
570 - Other Financing Uses	150,000.00	150,000.00	1,899.01	15,489.01	134,510.99	89.67 %
<b>Fund: 218 - PUBLIC SAFETY Surplus (Deficit):</b>	<b>-140,922.00</b>	<b>-140,922.00</b>	<b>-64,875.59</b>	<b>-131,834.33</b>	<b>9,087.67</b>	
<b>Fund: 219 - INDUSTRIAL SITES</b>						
460 - Investment Income	250.00	250.00	3.52	75.83	-174.17	-69.67 %
470 - Miscellaneous Revenues	5,000.00	5,000.00	0.00	0.00	-5,000.00	-100.00 %
503 - Supplies	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
504 - Contract Services	57,692.00	57,692.00	0.00	0.00	57,692.00	100.00 %
<b>Fund: 219 - INDUSTRIAL SITES Surplus (Deficit):</b>	<b>-55,442.00</b>	<b>-55,442.00</b>	<b>3.52</b>	<b>75.83</b>	<b>55,517.83</b>	
<b>Fund: 223 - KENO</b>						
412 - Intergovernmental	0.00	0.00	0.00	837.45	837.45	0.00 %
460 - Investment Income	300.00	300.00	7.45	132.43	-167.57	-55.86 %
470 - Miscellaneous Revenues	60,000.00	60,000.00	5,368.79	38,225.33	-21,774.67	-36.29 %
503 - Supplies	71,000.00	71,000.00	0.00	8,648.75	62,351.25	87.82 %
504 - Contract Services	0.00	0.00	0.00	354.96	-354.96	0.00 %
<b>Fund: 223 - KENO Surplus (Deficit):</b>	<b>-10,700.00</b>	<b>-10,700.00</b>	<b>5,376.24</b>	<b>30,191.50</b>	<b>40,891.50</b>	
<b>Fund: 224 - ECONOMIC DEVELOPMENT</b>						
400 - Taxes	1,012,475.00	1,012,475.00	70,307.55	544,463.48	-468,011.52	-46.22 %
460 - Investment Income	17,000.00	17,000.00	377.85	8,005.99	-8,994.01	-52.91 %
470 - Miscellaneous Revenues	0.00	0.00	1,623.64	29,224.47	29,224.47	0.00 %
503 - Supplies	750.00	750.00	0.00	77.41	672.59	89.68 %
504 - Contract Services	4,090,000.00	4,090,000.00	43,622.70	453,314.55	3,636,685.45	88.92 %
<b>Fund: 224 - ECONOMIC DEVELOPMENT Surplus (Deficit):</b>	<b>-3,061,275.00</b>	<b>-3,061,275.00</b>	<b>28,686.34</b>	<b>128,301.98</b>	<b>3,189,576.98</b>	
<b>Fund: 225 - MUTUAL FIRE</b>						
460 - Investment Income	1,500.00	1,500.00	30.51	663.42	-836.58	-55.77 %
470 - Miscellaneous Revenues	90,200.00	90,200.00	0.00	44,429.31	-45,770.69	-50.74 %
503 - Supplies	10,000.00	10,000.00	5,207.05	8,613.36	1,386.64	13.87 %
570 - Other Financing Uses	400,000.00	400,000.00	0.00	0.00	400,000.00	100.00 %
<b>Fund: 225 - MUTUAL FIRE Surplus (Deficit):</b>	<b>-318,300.00</b>	<b>-318,300.00</b>	<b>-5,176.54</b>	<b>36,479.37</b>	<b>354,779.37</b>	
<b>Fund: 311 - DEBT SERVICE</b>						
400 - Taxes	687,142.00	687,142.00	75,506.38	204,092.52	-483,049.48	-70.30 %
460 - Investment Income	15,500.00	15,500.00	257.10	5,405.70	-10,094.30	-65.12 %
470 - Miscellaneous Revenues	68,000.00	68,000.00	10,520.05	15,717.92	-52,282.08	-76.89 %
480 - Other Financing Uses	1,000,000.00	1,000,000.00	0.00	0.00	-1,000,000.00	-100.00 %
504 - Contract Services	8,500.00	8,500.00	0.00	1,450.00	7,050.00	82.94 %

**Budget Report**

**For Fiscal: 2013-2014 Period Ending: 04/30/2014**

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
560 - Debt Service	17,811.00	17,811.00	0.00	17,682.52	128.48	0.72 %
570 - Other Financing Uses	4,395,580.00	4,395,580.00	0.00	580,137.50	3,815,442.50	86.80 %
<b>Fund: 311 - DEBT SERVICE Surplus (Deficit):</b>	<b>-2,651,249.00</b>	<b>-2,651,249.00</b>	<b>86,283.53</b>	<b>-374,053.88</b>	<b>2,277,195.12</b>	
<b>Fund: 321 - TIF PROJECTS</b>						
400 - Taxes	42,000.00	42,000.00	0.00	16,952.94	-25,047.06	-59.64 %
460 - Investment Income	1,600.00	1,600.00	17.63	396.48	-1,203.52	-75.22 %
480 - Other Financing Uses	300,000.00	300,000.00	0.00	0.00	-300,000.00	-100.00 %
560 - Debt Service	391,745.00	391,745.00	0.00	143,318.21	248,426.79	63.42 %
570 - Other Financing Uses	300,000.00	300,000.00	0.00	0.00	300,000.00	100.00 %
<b>Fund: 321 - TIF PROJECTS Surplus (Deficit):</b>	<b>-348,145.00</b>	<b>-348,145.00</b>	<b>17.63</b>	<b>-125,968.79</b>	<b>222,176.21</b>	
<b>Fund: 411 - CDBG</b>						
460 - Investment Income	180.00	180.00	3.02	65.13	-114.87	-63.82 %
<b>Fund: 411 - CDBG Total:</b>	<b>180.00</b>	<b>180.00</b>	<b>3.02</b>	<b>65.13</b>	<b>-114.87</b>	<b>-63.82 %</b>
<b>Fund: 412 - LEASE CORPORATION</b>						
460 - Investment Income	30.00	30.00	0.54	11.64	-18.36	-61.20 %
480 - Other Financing Uses	644,580.00	644,580.00	0.00	579,787.50	-64,792.50	-10.05 %
560 - Debt Service	644,580.00	644,580.00	0.00	579,787.50	64,792.50	10.05 %
<b>Fund: 412 - LEASE CORPORATION Surplus (Deficit):</b>	<b>30.00</b>	<b>30.00</b>	<b>0.54</b>	<b>11.64</b>	<b>-18.36</b>	
<b>Fund: 511 - CAPITAL PROJECTS FUND</b>						
400 - Taxes	50,000.00	50,000.00	2,779.25	11,753.59	-38,246.41	-76.49 %
460 - Investment Income	250.00	250.00	0.83	5.87	-244.13	-97.65 %
<b>Fund: 511 - CAPITAL PROJECTS FUND Total:</b>	<b>50,250.00</b>	<b>50,250.00</b>	<b>2,780.08</b>	<b>11,759.46</b>	<b>-38,490.54</b>	<b>-76.60 %</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>						
420 - Charges for Services	2,293,050.00	2,293,050.00	195,778.02	1,399,998.55	-893,051.45	-38.95 %
460 - Investment Income	1,400.00	1,400.00	17.40	651.36	-748.64	-53.47 %
470 - Miscellaneous Revenues	0.00	0.00	14.00	2,050.00	2,050.00	0.00 %
500 - Personnel	1,099,227.00	1,099,227.00	83,801.48	629,024.78	470,202.22	42.78 %
503 - Supplies	218,040.00	218,040.00	3,468.35	89,426.09	128,613.91	58.99 %
504 - Contract Services	689,517.00	689,517.00	60,467.88	359,374.71	330,142.29	47.88 %
550 - Capital Outlay	550,000.00	550,000.00	322,499.00	322,499.00	227,501.00	41.36 %
570 - Other Financing Uses	55,500.00	55,500.00	89.06	27,657.97	27,842.03	50.17 %
<b>Fund: 621 - ENVIRONMENTAL SERVICES Surplus (Deficit):</b>	<b>-317,834.00</b>	<b>-317,834.00</b>	<b>-274,516.35</b>	<b>-25,282.64</b>	<b>292,551.36</b>	
<b>Fund: 631 - WASTEWATER</b>						
420 - Charges for Services	2,604,721.00	2,604,721.00	175,257.25	1,484,483.76	-1,120,237.24	-43.01 %
440 - Rents	300.00	300.00	0.00	300.00	0.00	0.00 %
460 - Investment Income	10,000.00	10,000.00	143.79	3,093.45	-6,906.55	-69.07 %
470 - Miscellaneous Revenues	0.00	0.00	400.00	3,750.00	3,750.00	0.00 %
500 - Personnel	846,464.00	846,464.00	63,238.12	473,300.61	373,163.39	44.08 %
503 - Supplies	121,210.00	121,210.00	2,911.52	30,339.15	90,870.85	74.97 %
504 - Contract Services	443,329.00	443,329.00	23,087.08	222,361.84	220,967.16	49.84 %
550 - Capital Outlay	1,128,000.00	1,128,000.00	252,252.00	283,512.07	844,487.93	74.87 %
560 - Debt Service	645,891.00	645,891.00	0.00	322,945.35	322,945.65	50.00 %
570 - Other Financing Uses	241,500.00	241,500.00	89.06	70,657.95	170,842.05	70.74 %
<b>Fund: 631 - WASTEWATER Surplus (Deficit):</b>	<b>-811,373.00</b>	<b>-811,373.00</b>	<b>-165,776.74</b>	<b>88,510.24</b>	<b>899,883.24</b>	
<b>Fund: 641 - WATER</b>						
420 - Charges for Services	1,810,172.00	1,810,172.00	102,020.66	996,243.37	-813,928.63	-44.96 %
440 - Rents	18,096.00	18,096.00	1,808.00	9,656.00	-8,440.00	-46.64 %
460 - Investment Income	6,724.00	6,724.00	124.49	2,603.43	-4,120.57	-61.28 %
470 - Miscellaneous Revenues	5,000.00	5,000.00	2,584.58	6,273.80	1,273.80	25.48 %
500 - Personnel	763,259.00	763,259.00	56,673.95	432,953.26	330,305.74	43.28 %
503 - Supplies	317,455.00	317,455.00	11,969.51	187,363.13	130,091.87	40.98 %
504 - Contract Services	315,364.00	315,364.00	17,081.74	164,747.70	150,616.30	47.76 %
550 - Capital Outlay	896,000.00	896,000.00	0.00	0.00	896,000.00	100.00 %
570 - Other Financing Uses	177,000.00	177,000.00	89.07	39,657.99	137,342.01	77.59 %
<b>Fund: 641 - WATER Surplus (Deficit):</b>	<b>-629,086.00</b>	<b>-629,086.00</b>	<b>20,723.46</b>	<b>190,054.52</b>	<b>819,140.52</b>	

**Budget Report**

**For Fiscal: 2013-2014 Period Ending: 04/30/2014**

<b>Categor...</b>	<b>Original Total Budget</b>	<b>Current Total Budget</b>	<b>Period Activity</b>	<b>Fiscal Activity</b>	<b>Variance Favorable (Unfavorable)</b>	<b>Percent Remaining</b>
<b>Fund: 651 - ELECTRIC</b>						
460 - Investment Income	13,000.00	13,000.00	452.47	4,701.01	-8,298.99	-63.84 %
470 - Miscellaneous Revenues	2,738,220.00	2,738,220.00	0.00	1,431,218.40	-1,307,001.60	-47.73 %
503 - Supplies	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
570 - Other Financing Uses	3,458,220.00	3,458,220.00	0.00	1,416,218.40	2,042,001.60	59.05 %
<b>Fund: 651 - ELECTRIC Surplus (Deficit):</b>	<b>-708,000.00</b>	<b>-708,000.00</b>	<b>452.47</b>	<b>19,701.01</b>	<b>727,701.01</b>	
<b>Fund: 661 - STORMWATER</b>						
412 - Intergovernmental	22,930.00	22,930.00	0.00	22,930.00	0.00	0.00 %
420 - Charges for Services	19,400.00	19,400.00	2,042.58	11,278.97	-8,121.03	-41.86 %
460 - Investment Income	2,000.00	2,000.00	31.48	676.50	-1,323.50	-66.18 %
470 - Miscellaneous Revenues	5,000.00	5,000.00	0.00	0.00	-5,000.00	-100.00 %
480 - Other Financing Uses	50,000.00	50,000.00	0.00	25,000.00	-25,000.00	-50.00 %
503 - Supplies	29,519.00	29,519.00	592.13	3,256.56	26,262.44	88.97 %
504 - Contract Services	77,055.00	77,055.00	373.68	21,486.94	55,568.06	72.11 %
550 - Capital Outlay	50,000.00	50,000.00	0.00	15,081.77	34,918.23	69.84 %
570 - Other Financing Uses	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00 %
<b>Fund: 661 - STORMWATER Surplus (Deficit):</b>	<b>-87,244.00</b>	<b>-87,244.00</b>	<b>1,108.25</b>	<b>20,060.20</b>	<b>107,304.20</b>	
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>						
470 - Miscellaneous Revenues	0.00	0.00	0.71	-35.84	-35.84	0.00 %
<b>Fund: 713 - CASH &amp; INVESTMENT POOL Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.71</b>	<b>-35.84</b>	<b>-35.84</b>	<b>0.00 %</b>
<b>Fund: 721 - GIS SERVICES</b>						
460 - Investment Income	240.00	240.00	2.35	74.94	-165.06	-68.78 %
470 - Miscellaneous Revenues	0.00	0.00	0.00	100.00	100.00	0.00 %
480 - Other Financing Uses	120,000.00	120,000.00	356.25	54,631.89	-65,368.11	-54.47 %
500 - Personnel	74,492.00	74,492.00	5,774.02	42,654.98	31,837.02	42.74 %
503 - Supplies	6,550.00	6,550.00	0.00	3,000.00	3,550.00	54.20 %
504 - Contract Services	14,950.00	14,950.00	89.03	5,597.27	9,352.73	62.56 %
560 - Debt Service	37,000.00	37,000.00	356.25	17,631.89	19,368.11	52.35 %
<b>Fund: 721 - GIS SERVICES Surplus (Deficit):</b>	<b>-12,752.00</b>	<b>-12,752.00</b>	<b>-5,860.70</b>	<b>-14,077.31</b>	<b>-1,325.31</b>	
<b>Fund: 811 - UNEMPLOYMENT COMP</b>						
460 - Investment Income	30.00	30.00	3.77	81.27	51.27	170.90 %
470 - Miscellaneous Revenues	14,963.00	14,963.00	0.00	0.00	-14,963.00	-100.00 %
504 - Contract Services	50,000.00	50,000.00	0.00	29.08	49,970.92	99.94 %
<b>Fund: 811 - UNEMPLOYMENT COMP Surplus (Deficit):</b>	<b>-35,007.00</b>	<b>-35,007.00</b>	<b>3.77</b>	<b>52.19</b>	<b>35,059.19</b>	
<b>Fund: 812 - HEALTH INSURANCE</b>						
460 - Investment Income	2,400.00	2,400.00	47.09	817.44	-1,582.56	-65.94 %
470 - Miscellaneous Revenues	1,747,920.00	1,747,920.00	144,311.22	1,974,005.48	226,085.48	12.93 %
504 - Contract Services	1,882,350.00	1,882,350.00	110,333.15	1,869,606.56	12,743.44	0.68 %
<b>Fund: 812 - HEALTH INSURANCE Surplus (Deficit):</b>	<b>-132,030.00</b>	<b>-132,030.00</b>	<b>34,025.16</b>	<b>105,216.36</b>	<b>237,246.36</b>	
<b>Report Surplus (Deficit):</b>	<b>-10,827,250.00</b>	<b>-10,827,250.00</b>	<b>-469,092.19</b>	<b>-435,197.45</b>	<b>10,392,052.55</b>	



## Budget Report Account Summary

For Fiscal: 2013-2014 Period Ending: 04/30/2014

		Original	Current	Period	Fiscal	Variance	Percent
		Total Budget	Total Budget	Activity	Activity	Favorable (Unfavorable)	Remaining
<a href="#">111-41111-000</a>	PROPERTY TAX-GENERAL	175,000.00	175,000.00	8,773.08	36,089.74	-138,910.26	-79.38%
<a href="#">111-41111-111</a>	PROPERTY TAX-GENERAL	0.00	0.00	0.00	5,396.19	5,396.19	0.00%
<a href="#">111-41112-000</a>	CITY SALES TAX	4,636,075.00	4,636,075.00	325,476.25	2,545,371.00	-2,090,704.00	-45.10%
<a href="#">111-41115-000</a>	FRANCHISE TAX	194,000.00	194,000.00	0.00	143,596.37	-50,403.63	-25.98%
<a href="#">111-41116-000</a>	OTHER OCCUPATION TAX	23,000.00	23,000.00	500.00	500.00	-22,500.00	-97.83%
<a href="#">111-41116-115</a>	OTHER OCCUPATION TAX	0.00	0.00	11,825.00	20,075.00	20,075.00	0.00%
<a href="#">111-41118-000</a>	HOMESTEAD EXEMPTION	31,500.00	31,500.00	7,832.71	15,593.73	-15,906.27	-50.50%
<a href="#">111-41119-000</a>	PRORATE MTR VEH TAX	3,500.00	3,500.00	0.00	1,443.78	-2,056.22	-58.75%
<a href="#">111-41120-000</a>	MUNI EQUALIZATION PMT	47,558.00	47,558.00	0.00	13,180.26	-34,377.74	-72.29%
<a href="#">111-41130-000</a>	STATE PROP. TAX CREDIT	0.00	0.00	0.00	2,733.21	2,733.21	0.00%
<a href="#">111-41131-000</a>	IN LIEU OF TAXES	69,615.00	69,615.00	74,698.44	74,698.44	5,083.44	107.30%
<a href="#">111-41141-000</a>	MOTOR VEHICLE TAX	60,000.00	60,000.00	3,079.66	21,989.34	-38,010.66	-63.35%
<b>Report Total:</b>		<b>5,240,248.00</b>	<b>5,240,248.00</b>	<b>432,185.14</b>	<b>2,880,667.06</b>	<b>-2,359,580.94</b>	<b>-45.03 %</b>



# Budget Report Group Summary

For Fiscal: 2013-2014 Period Ending: 04/30/2014

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Department: 111 - FINANCE</b>						
500 - Personnel	108,844.00	108,844.00	8,174.60	62,686.21	46,157.79	42.41 %
503 - Supplies	21,848.00	21,848.00	-256.08	10,338.24	11,509.76	52.68 %
504 - Contract Services	49,899.00	49,899.00	3,073.15	33,331.80	16,567.20	33.20 %
550 - Capital Outlay	150,000.00	150,000.00	93.75	94,926.65	55,073.35	36.72 %
570 - Other Financing Uses	4,000.00	4,000.00	0.00	2,000.00	2,000.00	50.00 %
<b>Department: 111 - FINANCE Total:</b>	<b>334,591.00</b>	<b>334,591.00</b>	<b>11,085.42</b>	<b>203,282.90</b>	<b>131,308.10</b>	<b>39.24 %</b>
<b>Department: 112 - PERSONNEL</b>						
500 - Personnel	14,162.00	14,162.00	1,102.00	8,047.99	6,114.01	43.17 %
503 - Supplies	7,807.00	7,807.00	0.00	4,071.79	3,735.21	47.84 %
504 - Contract Services	25,438.00	25,438.00	2,685.58	11,940.66	13,497.34	53.06 %
<b>Department: 112 - PERSONNEL Total:</b>	<b>47,407.00</b>	<b>47,407.00</b>	<b>3,787.58</b>	<b>24,060.44</b>	<b>23,346.56</b>	<b>49.25 %</b>
<b>Department: 113 - COUNCIL</b>						
500 - Personnel	21,100.00	21,100.00	1,622.98	11,561.21	9,538.79	45.21 %
503 - Supplies	2,300.00	2,300.00	0.00	1,518.00	782.00	34.00 %
504 - Contract Services	3,283.00	3,283.00	286.85	2,099.63	1,183.37	36.05 %
570 - Other Financing Uses	250,000.00	250,000.00	0.00	0.00	250,000.00	100.00 %
<b>Department: 113 - COUNCIL Total:</b>	<b>276,683.00</b>	<b>276,683.00</b>	<b>1,909.83</b>	<b>15,178.84</b>	<b>261,504.16</b>	<b>94.51 %</b>
<b>Department: 114 - CITY MANAGER</b>						
500 - Personnel	33,770.00	33,770.00	2,632.69	19,271.62	14,498.38	42.93 %
503 - Supplies	53,611.00	53,611.00	0.00	19,744.27	33,866.73	63.17 %
504 - Contract Services	122,305.00	122,305.00	13,026.56	49,368.72	72,936.28	59.63 %
<b>Department: 114 - CITY MANAGER Total:</b>	<b>209,686.00</b>	<b>209,686.00</b>	<b>15,659.25</b>	<b>88,384.61</b>	<b>121,301.39</b>	<b>57.85 %</b>
<b>Department: 115 - CITY CLERK</b>						
500 - Personnel	13,668.00	13,668.00	1,056.36	7,822.97	5,845.03	42.76 %
503 - Supplies	5,157.00	5,157.00	10.00	366.45	4,790.55	92.89 %
504 - Contract Services	14,700.00	14,700.00	730.52	4,509.34	10,190.66	69.32 %
<b>Department: 115 - CITY CLERK Total:</b>	<b>33,525.00</b>	<b>33,525.00</b>	<b>1,796.88</b>	<b>12,698.76</b>	<b>20,826.24</b>	<b>62.12 %</b>
<b>Department: 116 - MIS</b>						
503 - Supplies	39,273.00	39,273.00	23,896.57	26,472.93	12,800.07	32.59 %
504 - Contract Services	19,920.00	19,920.00	228.86	23,876.73	-3,956.73	-19.86 %
<b>Department: 116 - MIS Total:</b>	<b>59,193.00</b>	<b>59,193.00</b>	<b>24,125.43</b>	<b>50,349.66</b>	<b>8,843.34</b>	<b>14.94 %</b>
<b>Department: 121 - DEVELOPMENT SERVICES</b>						
500 - Personnel	400,047.00	400,047.00	28,048.84	199,979.55	200,067.45	50.01 %
503 - Supplies	10,545.00	10,545.00	337.74	2,562.33	7,982.67	75.70 %
504 - Contract Services	104,501.00	104,501.00	2,753.76	26,495.87	78,005.13	74.65 %
570 - Other Financing Uses	7,000.00	7,000.00	0.00	3,500.00	3,500.00	50.00 %
<b>Department: 121 - DEVELOPMENT SERVICES Total:</b>	<b>522,093.00</b>	<b>522,093.00</b>	<b>31,140.34</b>	<b>232,537.75</b>	<b>289,555.25</b>	<b>55.46 %</b>
<b>Department: 141 - FIRE</b>						
500 - Personnel	1,358,293.00	1,358,293.00	92,191.64	778,748.44	579,544.56	42.67 %
503 - Supplies	52,476.00	52,476.00	1,942.83	15,235.42	37,240.58	70.97 %
504 - Contract Services	75,842.00	75,842.00	6,897.92	39,891.73	35,950.27	47.40 %
<b>Department: 141 - FIRE Total:</b>	<b>1,486,611.00</b>	<b>1,486,611.00</b>	<b>101,032.39</b>	<b>833,875.59</b>	<b>652,735.41</b>	<b>43.91 %</b>
<b>Department: 142 - POLICE</b>						
500 - Personnel	2,673,654.00	2,673,654.00	190,049.97	1,576,065.33	1,097,588.67	41.05 %
503 - Supplies	125,846.00	125,846.00	15,656.61	69,978.79	55,867.21	44.39 %
504 - Contract Services	429,366.00	429,366.00	25,863.74	307,475.51	121,890.49	28.39 %
570 - Other Financing Uses	250,000.00	250,000.00	0.00	228,049.84	21,950.16	8.78 %
<b>Department: 142 - POLICE Total:</b>	<b>3,478,866.00</b>	<b>3,478,866.00</b>	<b>231,570.32</b>	<b>2,181,569.47</b>	<b>1,297,296.53</b>	<b>37.29 %</b>

**Budget Report**

**For Fiscal: 2013-2014 Period Ending: 04/30/2014**

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Department: 143 - EMERGENCY MANAGEMENT</b>						
500 - Personnel	91,711.00	91,711.00	7,112.74	52,565.09	39,145.91	42.68 %
503 - Supplies	3,185.00	3,185.00	0.00	125.63	3,059.37	96.06 %
504 - Contract Services	1,850.00	1,850.00	29.45	156.43	1,693.57	91.54 %
<b>Department: 143 - EMERGENCY MANAGEMENT Total:</b>	<b>96,746.00</b>	<b>96,746.00</b>	<b>7,142.19</b>	<b>52,847.15</b>	<b>43,898.85</b>	<b>45.38 %</b>
<b>Department: 151 - LIBRARY</b>						
500 - Personnel	485,099.00	485,099.00	37,981.92	271,408.66	213,690.34	44.05 %
503 - Supplies	74,046.00	74,046.00	4,882.41	37,457.35	36,588.65	49.41 %
504 - Contract Services	82,343.00	82,343.00	6,756.64	40,954.32	41,388.68	50.26 %
550 - Capital Outlay	9,000.00	9,000.00	6,437.50	6,437.50	2,562.50	28.47 %
<b>Department: 151 - LIBRARY Total:</b>	<b>650,488.00</b>	<b>650,488.00</b>	<b>56,058.47</b>	<b>356,257.83</b>	<b>294,230.17</b>	<b>45.23 %</b>
<b>Department: 171 - PARKS</b>						
500 - Personnel	687,623.00	687,623.00	50,603.05	374,485.00	313,138.00	45.54 %
503 - Supplies	61,222.00	61,222.00	3,085.17	27,186.78	34,035.22	55.59 %
504 - Contract Services	199,051.00	199,051.00	97,789.06	191,256.62	7,794.38	3.92 %
550 - Capital Outlay	225,000.00	225,000.00	79,954.02	168,171.46	56,828.54	25.26 %
<b>Department: 171 - PARKS Total:</b>	<b>1,172,896.00</b>	<b>1,172,896.00</b>	<b>231,431.30</b>	<b>761,099.86</b>	<b>411,796.14</b>	<b>35.11 %</b>
<b>Department: 172 - RECREATION</b>						
500 - Personnel	269,377.00	269,377.00	10,644.05	81,504.02	187,872.98	69.74 %
503 - Supplies	42,727.00	42,727.00	490.12	4,563.95	38,163.05	89.32 %
504 - Contract Services	532,371.00	532,371.00	16,410.01	233,993.20	298,377.80	56.05 %
550 - Capital Outlay	235,000.00	235,000.00	0.00	42,138.60	192,861.40	82.07 %
<b>Department: 172 - RECREATION Total:</b>	<b>1,079,475.00</b>	<b>1,079,475.00</b>	<b>27,544.18</b>	<b>362,199.77</b>	<b>717,275.23</b>	<b>66.45 %</b>
<b>Report Total:</b>	<b>9,448,260.00</b>	<b>9,448,260.00</b>	<b>744,283.58</b>	<b>5,174,342.63</b>	<b>4,273,917.37</b>	<b>45.23 %</b>

# **City of Scottsbluff, Nebraska**

**Monday, June 16, 2014**

**Regular Meeting**

## **Item Public Inp1**

**Council to consider a Community Festival Permit for KNEB Radio, including street closure of the 1700 Block of Broadway, vendors, and noise permit for a Big Red Event featuring the Husker Sports Network on July 7, 2014 from 4:00 p.m. to 8:00 p.m.**

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





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

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

**Community Festival/Business Promotion**

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

**Street Carnival**

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

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

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

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

Dated: 6/11/14

Signed:

Kendra O Featur  
(name of sponsoring organization)

Sales Manager KNEB

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

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

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

# **City of Scottsbluff, Nebraska**

**Monday, June 16, 2014**

**Regular Meeting**

## **Item Bids1**

**Council to consider awarding the bid for the Radiological Contaminant Study monitoring well construction to Charles Sargent Irrigation dba Sargent Drilling Company in the amount of \$42,920.00.**

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

# Agenda Statement

Item No.

For meeting of: June 16, 2014

**AGENDA TITLE:** Council to consider awarding bid for the Radiological Contaminant Study monitoring well construction to Charles Sargent Irrigation dba Sargent Drilling Company in the amount of \$42,920.00.

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

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

**SUMMARY EXPLANATION:** One contractor submitted a bid for the monitoring well construction phase of our Radiological Contaminant Study. Charles Sargent Irrigation dba Sargent Drilling Company submitted a bid for \$42,920.00. The engineer's estimate for this construction was \$69,315.00.

Baker & Associates, Inc. has provided a Bid Tabulation and a Letter of Recommendation to award the Monitoring Well Construction Project to Sargent Drilling Company.

## **BOARD/COMMISSION RECOMMENDATION:**

**STAFF RECOMMENDATION:** Staff recommends that Council award this project to Charles Sargent Irrigation dba Sargent Drilling Company in the amount of \$42,920.00.

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### **EXHIBITS**

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

Other (specify) ☒ Letter of Recommendation & Bid Tabulation

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

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

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Rev 3/1/99CClerk

June 10, 2014

Jack Satur  
Water Superintendent  
City of Scottsbluff  
1818 Avenue A  
Scottsbluff, NE 69361

RE: Monitoring Well Construction – Recommendation of Award

Bids were received on June 9, 2014 for the Monitoring Well Construction project. One bid was received; Sargent Drilling Co, Broken Bow, Nebraska with a base bid amount of \$36,800.00 plus \$6,120.00 alternate bid for an additional monitoring well for a total bid of \$42,920.00. The bid was considerably under the Engineer's Estimate of Probable Costs (\$69,315.00). Attached is a bid summary for the project.

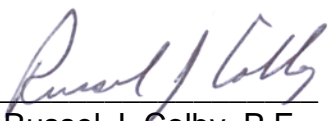
We recommend awarding the Monitoring Well Construction project to Sargent Irrigation, Broken Bow, Nebraska in the amount of \$42,920.00. We are recommending construction of the alternate monitoring well given the total bid price is well within the estimate.

Sargent Irrigation has been involved with the construction of monitoring and municipal wells throughout the North Platte valley for over 20 years and we have worked with Sargent's area manager on a number of projects.

If you have any questions please don't hesitate to contact our office (308)632-3123.

Very truly;

Baker & Associates, Inc

By   
Russel J. Colby P.E.

RJC:rc  
enclosures



Engineers\*Architects\*Surveyors  
120 E. 16th St., Suite A  
Scottsbluff, NE 69361

Project: **Monitoring Well Construction**

Owner: City of Scottsbluff  
Contract No: **002-161-13**

Bid Date: June 9, 2014, 2:00 pm

				Engineers Probable Costs		Sargent Irrigation Broken Bow, Nebraska			
Item #	Description/ Units	Unit	Total Quantity	Unit Price	Item Totals	Unit Price	Item Totals		
	<b>Schedule A - Monitoring Well Construction</b>								
A-1	Mobilization	LS	1.0	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00		
A-2	Well Drilling	VF	700.0	\$17.50	\$12,250.00	\$20.00	\$14,000.00		
A-3	Bore Hole Logging	VF	700.0	\$6.00	\$4,200.00	\$4.00	\$2,800.00		
A-4	Well Casing	VF	300.0	\$15.00	\$4,500.00	\$8.50	\$2,550.00		
A-5	Well Screen	VF	400.0	\$25.00	\$10,000.00	\$11.50	\$4,600.00		
A-6	Well Development - Mobilization	LS	1.0	\$25.00	\$25.00	\$1,200.00	\$1,200.00		
A-7	Well Development	HR	30.0	\$750.00	\$22,500.00	\$180.00	\$5,400.00		
A-8	Well Protection	EA	5.0	\$750.00	\$3,750.00	\$250.00	\$1,250.00		
	<b>Schedule B - Alternate Well Construction</b>								
B-1	Well Drilling	VF	140.0	\$17.50	\$2,450.00	\$20.00	\$2,800.00		
B-2	Bore Hole Logging	VF	140.0	\$6.00	\$840.00	\$4.00	\$560.00		
B-3	Well Casing	VF	60.0	\$15.00	\$900.00	\$8.50	\$510.00		
B-4	Well Screen	VF	80.0	\$25.00	\$2,000.00	\$11.50	\$920.00		
B-5	Well Development	HR	6.0	\$25.00	\$150.00	\$180.00	\$1,080.00		
B-6	Well Protection	EA	1.0	\$750.00	\$750.00	\$250.00	\$250.00		
	<b>Total Schedule A - Base Bid</b>				<b>\$62,225.00</b>		<b>\$36,800.00</b>		
	<b>Total Schedule B - Alternate Bid</b>				<b>\$7,090.00</b>		<b>\$6,120.00</b>		
	<b>Total Bid</b>				<b>\$69,315.00</b>		<b>\$42,920.00</b>		

# **City of Scottsbluff, Nebraska**

**Monday, June 16, 2014**

**Regular Meeting**

## **Item Reports1**

**Council to consider entering into a Pipeline License Agreement with BNSF Railway Company for two crossings that are part of the South Beltline Highway East water main project and authorize the Mayor to execute the agreement.**

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

# Agenda Statement

Item No.

For meeting of: June 16, 2014

**AGENDA TITLE:** Council to consider entering into a Pipeline License Agreement with BNSF Railway Company for two crossings that are part of the South Beltline Highway East water main project.

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

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

**SUMMARY EXPLANATION:** As part of the South Beltline Water Main Project, there are two areas where the water main will need to cross under the railroad tracks. One at South Beltline Hwy East and 21<sup>st</sup> Avenue and the other at East 7<sup>th</sup> St. and 21<sup>st</sup> Avenue. In order to do this, the City needs a Pipeline License Agreement with BNSF Railway Company. The proposed agreement has been reviewed by legal and also LARM for insurance liability requirements. The pipeline license fee is \$6,000.00.

The City has existing agreements with BNSF Railway Company for other areas where water, sewer and stormwater mains cross the railroad tracts.

**BOARD/COMMISSION RECOMMENDATION:**

**STAFF RECOMMENDATION:** Council approve the Pipeline License Agreement and authorize the Mayor to execute the Agreement.

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## EXHIBITS

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

Other (specify) ☒ Copy of Pipeline License Agreement

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

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

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Rev 3/1/99CClerk



**PIPELINE LICENSE**

THIS PIPELINE LICENSE ("License") is made to be effective \_\_\_\_\_, 2014 (the "**Effective Date**") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Licensor**") and **CITY OF SCOTTSBLUFF, NEBRASKA**, a Nebraska municipality ("**Licensee**").

In consideration of the mutual covenants contained herein, the parties agree to the following:

**GENERAL**

1. Grant of License. Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "**Drawings and Specifications**"), one (1) pipeline, twelve (12") inches in diameter inside an eighteen (18") inch steel casing (collectively, the "**Pipeline**"), across or along Licensor's rail corridor at or near the station of Scottsbluff, County of Scottsbluff, State of Nebraska, Line Segment 0005, Mile Post 29.25 as shown on the attached Drawing No. 60777, dated May 1, 2014, attached hereto as **Exhibit "A"** and incorporated herein by reference (the "**Premises**").
2. Term. This License shall commence on the Effective Date and shall continue indefinitely, subject to prior termination as hereinafter described.
3. Existing Improvements. Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use, repair, maintenance or replacement of such improvements.
4. Use of the Premises. Licensee shall use the Premises solely for construction, maintenance, and use of the Pipeline in accordance with the Drawings and Specifications. The Pipeline shall carry potable water, and Licensee shall not use the Pipeline to carry any other material or use the Premises for any other purpose.
5. Alterations. Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

**COMPENSATION**

6. License Fee. Licensee shall pay Licensor, prior to the Effective Date, the sum of Six Thousand and No/100 Dollars **(\$6,000.00)** as compensation for the use of the Premises.
7. Costs and Expenses.
  - 7.1 For the purpose of this License, "cost" or "costs" and "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.
  - 7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 8** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Pipeline, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred. Licensee shall bear the cost of flagger services and other safety measures provided by Licensor, when deemed necessary by Licensor's representative. Flagging **costs** shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities

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may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this **Section 7**.

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

#### **LICENSOR'S RESERVED RIGHTS**

9. Reserved Rights of Use. Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:
- 9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipe/lines/cables and appurtenances (other than the Pipeline) and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;
  - 9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or
  - 9.3 to use the Premises in any manner as Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in **Section 4** above.
10. Right to Require Relocation. If at any time during the term of this License, Licensor desires the use of its rail corridor in such a manner as would, in Licensor's reasonable opinion, be interfered with by the Pipeline, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensor to such effect, make such changes in the Pipeline as in the sole discretion of Licensor may be necessary to avoid interference with the proposed use of Licensor's rail corridor, including, without limitation, the relocation of the Pipeline, or the construction of a new pipeline to replace the Pipeline. Notwithstanding the foregoing, Licensee agrees to make all emergency changes and minor adjustments, as determined by Licensor in its sole discretion, to the Pipeline promptly upon Licensor's request.

#### **LICENSEE'S OPERATIONS**

11. Construction and Maintenance of the Pipeline.
- 11.1 Licensee shall notify Licensor's Roadmaster, at 111 West St, Alliance, NE 69301, telephone (308) 630-6946, at least ten (10) business days prior to installation of the Pipeline and prior to entering the Premises for any subsequent maintenance thereon. In the event of emergency, Licensee shall notify Licensor of Licensee's entry onto the Premises at the telephone number above as soon as practicable and shall promptly thereafter follow up with written notice of such entry.
  - 11.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.
  - 11.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensor's tracks to the other.
  - 11.4 Any contractors or subcontractors performing work on the Pipeline or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.
  - 11.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises in

such a manner as not at any time to endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.

- 11.6 Licensee shall, at its sole cost and expense, construct and maintain the Pipeline in such a manner and of such material that the Pipeline will not at any time endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. The construction of the Pipeline shall be completed within one (1) year of the Effective Date, and any subsequent maintenance shall be completed within one (1) year of initiation. Within fifteen (15) days after completion of the construction of the Pipeline or the performance of any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to substantially their state as of the Effective Date, unless otherwise approved in advance by Licensor in writing. On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense, surrender the Premises to Licensor pursuant to the terms and conditions set forth in **Section 24** hereof.
- 11.7 Licensor may direct one or more of its field engineers to observe or inspect the construction and/or maintenance of the Pipeline at any time for compliance with the Drawings and Specifications and Legal Requirements (defined below). If ordered at any time to halt construction or maintenance of the Pipeline by Licensor's personnel due to non-compliance with the Drawings and Specifications or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the Pipeline, it being solely Licensee's responsibility to ensure that the Pipeline is constructed and maintained in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise of, nor the failure by Licensor to exercise, any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this **Section 11**, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, pursuant to the terms of **Section 8**. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.

12. Boring and Excavation.

- 12.1 Prior to Licensee conducting any boring, excavation, or similar work on or about any portion of the Premises, Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing, Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the Underground Services Association) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Licensee may request information from Licensor concerning the existence and approximate location of Licensor's underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline by contacting Licensor's Telecommunications Helpdesk at least thirty (30) business days prior to installation of the Pipeline. Upon receiving Licensee's timely request, Licensor will provide Licensee with the information Licensor has in its possession regarding any existing underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline and, if applicable, identify the location of such lines on the Premises pursuant to Licensor's standard procedures. Licensor does not warrant the accuracy or completeness of

information relating to subsurface conditions of the Premises and Licensee's operations will be subject at all times to the liability provisions herein.

- 12.2 For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation must be performed by Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in Licensor's sole discretion, a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at Licensee's sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.
- 12.3 Any open hole, boring, or well, constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:
  - 12.3.1 filled in to surrounding ground level with compacted bentonite grout; or
  - 12.3.2 otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.

#### **LIABILITY AND INSURANCE**

##### **13. Liability and Indemnification.**

- 13.1 For purposes of this License: (a) "**Indemnitees**" means Licensor and Licensor's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) "**Liabilities**" means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) "**Licensee Parties**" means Licensee or Licensee's officers, agents, invitees, licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.
- 13.2 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):**
  - 13.2.1 **THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,**
  - 13.2.2 **ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,**
  - 13.2.3 **LICENSEE'S OCCUPATION AND USE OF THE PREMISES,**
  - 13.2.4 **THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR**
  - 13.2.5 **ANY ACT OR OMISSION OF ANY LICENSEE PARTY.**
- 13.3 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE NOW AND FOREVER WAIVES ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSOR**

IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). LICENSEE WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS. NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THIS LICENSE SHOULD NOT BE SO CONSTRUED. IF ANY AGENCY OR COURT CONSTRUES THIS LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSOR AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSOR BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.

- 13.4 IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.
- 13.5 THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER ALLEGED OR ACTUAL NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE.
- 13.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnitee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.
14. Personal Property Risk of Loss. **ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.**
15. Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the life of this License the following insurance coverage:
- 15.1 Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000 but in no event less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence or equivalent and include coverage for, but not limited to, the following:
- Bodily Injury and Property Damage
  - Personal Injury and Advertising Injury
  - Fire legal liability
  - Products and completed operations

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

- The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- Waiver of subrogation in favor of and acceptable to Licensor.
- Additional insured endorsement in favor of and acceptable to Licensor and Jones Lang LaSalle Brokerage, Inc.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability Insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to Licensor's employees.

No other endorsements limiting coverage may be included on the policy.

If the Licensee is subject to statute(s) limiting its insurance liability and /or limiting its ability to obtain insurance, those statutes shall apply.

- 15.2 Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000, and include coverage for, but not limited to the following:

- Bodily injury and property damage.
- Any and all vehicles owned, used or hired.

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

- Waiver of subrogation in favor of and acceptable to Licensor.
- Additional insured endorsement in favor of and acceptable to Licensor.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

- 15.3 Workers' Compensation and Employers' Liability Insurance. This insurance shall include coverage for, but not limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) in which the services are to be performed. If optional under state laws, the insurance must cover all employees anyway.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

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

- Waiver of subrogation in favor of and acceptable to Licensor.

- 15.4 Railroad Protective Liability Insurance. This insurance shall name only Licensor as the Insured with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Pipeline. **THE CONSTRUCTION OF THE PIPELINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the Pipeline is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy shall be issued on a standard ISO form CG 00 35 12 03 and include the following:

- Endorsed to include the Pollution Exclusion Amendment.
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.

- The original policy must be provided to Licensor prior to performing any work or services under this License.
- Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control arising out of the acts or omissions of the contractor named on the Declarations."

In lieu of providing a Railroad Protective Liability Policy, for a period of one (1) year from the Effective Date, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is **\$1,150.00**.

☐ I elect to participate in Licensor's Blanket Policy;

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

15.5 Pollution Legal Liability (PLL) Insurance. Intentionally deleted; not required for this permit.

15.6 Other Requirements:

15.6.1 Intentionally deleted.

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

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

15.6.4 Prior to entering the Premises, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments. Licensee shall notify Licensor in writing at least 30 days prior to any cancellation, non-renewal, substitution, or material alteration. In the event of a claim or lawsuit involving Licensor arising out of this License, Licensee will make available any required policy covering such claim or lawsuit.

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

15.6.6 If coverage is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration or termination of this License. Annually, Licensee agrees to provide evidence of such coverage as required hereunder.

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

- 15.6.8 Not more frequently than once every five years, Licensor may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- 15.6.9 If any portion of the operation is to be subcontracted by Licensee, Licensee shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming Licensor as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.
- 15.6.10 Failure to provide evidence as required by this **Section 15** shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this Section shall not operate as a waiver of Licensee's obligations hereunder.
- 15.6.11 The fact that insurance (including, without limitation, self-insurance) is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.
- 15.6.12 For purposes of this **Section 15**, Licensor shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

#### **COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS**

##### **16. Compliance with Laws, Rules, and Regulations.**

- 16.1 Licensee shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Legal Requirements**") relating to the construction, maintenance, and use of the Pipeline and the use of the Premises.
- 16.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensor's applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the Website "www.BNSFcontractor.com" (the "**Safety Orientation**") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew the Safety Orientation annually.
- 16.3 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "**Rights**") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct, maintain, own and operate the Pipeline and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.
- 16.4 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.



- 16.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Pipeline in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.

17. Environmental.

- 17.1 Licensee shall strictly comply with all federal, state and local environmental Legal Requirements and regulations in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, and CERCLA (collectively referred to as the "**Environmental Laws**"). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws on or about the Premises.
- 17.2 Licensee covenants that it will not handle or transport "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any federal, state, or local governmental agency or body through the Pipeline on Licensor's property. Licensee agrees periodically to furnish Licensor with proof, satisfactory to Licensor that Licensee is in compliance with the provisions of this **Section 17.2**.
- 17.3 Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any known (i) release of hazardous substances on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use the best efforts to promptly respond to any release on, from, or affecting the Premises. Licensee also shall give Licensor immediate notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- 17.4 If Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Pipeline which occurred or may occur during the term of this License, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.
- 17.5 Licensee shall promptly report to Licensor in writing any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensor's request for information regarding said conditions or activities.

**DISCLAIMER OF WARRANTIES**

18. No Warranties.

- 18.1 **LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- 18.2 **LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND,**

**EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE PIPELINE WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.**

19. Disclaimer of Warranty for Quiet Enjoyment. **LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.**
20. Eviction at Risk of Licensee. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable (i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damage Licensee sustains in connection with the eviction.

#### **LIENS AND TAXES**

21. Liens and Charges. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to Premises that is or may be permitted by law to prevent the attachment of any such liens to Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this **Section 21** or any other Section of this License.
22. Taxes. Licensee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed by any governmental or quasi-governmental body upon the Pipeline or any other improvements constructed or installed on the Premises by or for Licensee (collectively, the "**Improvements**") or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.

#### **DEFAULT, TERMINATION, AND SURRENDER**

23. Default and Termination. In addition to and not in limitation of Licensor's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of **Section 15**, the following events are also deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below:
  - 23.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee fails to cure said default within thirty (30) days after written notice is provided to Licensee by Licensor, or in case of any assignment or transfer of this License in violation of **Section 26** below, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licensor shall have the right to terminate this License immediately if Licensee fails to provide evidence of insurance as required in **Section 15**.
  - 23.2 Should Licensee not comply fully with the obligations of **Section 17** regarding the handling or transporting of hazardous waste or hazardous material, notwithstanding anything contained in any other provision of this License, Licensor may, at its option, terminate this License by serving five (5) days' notice of termination upon Licensee.
  - 23.3 Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedy set forth in this **Section 23** shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.
  - 23.4 In addition to and not in limitation of Licensor's rights to terminate this License for failure to

provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by either party, at any time, by serving thirty (30) days' written notice of termination upon the other party. Such termination shall not release either party hereto from any liability or obligation under the License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or thereafter in case by the terms of the License it is provided that anything shall or may be done after termination hereof.

24. Surrender of the Premises.

- 24.1 On or before expiration or termination of this License, Licensee shall, at its sole cost and expense:
- 24.1.1 if so directed by Licensor in writing, remove the Improvements, the Pipeline and all appurtenances thereto, or, at the sole discretion of Licensor, fill and cap or otherwise appropriately decommission the Pipeline with a method satisfactory to Licensor;
- 24.1.2 report and restore any damage to the Premises or Licensor's other property arising from, growing out of, or connected with Licensee's use of the Premises;
- 24.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and
- 24.1.4 leave the Premises in substantially the condition which existed as of the Effective Date.
- 24.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to Licensor or if Licensee fails to complete its obligations under **Section 24.1** above (the "**Restoration Obligations**"), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered and the Restoration Obligations are completed. Neither termination nor expiration shall release Licensee from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises and all of the Restoration Obligations are completed.
- 24.3 If Licensee fails to complete the Restoration Obligations within thirty (30) days after the date of such termination of its tenancy, then Licensor may, upon thirty (30) days written notice, at its election, either: (i) remove the Pipeline and the other Improvements or otherwise restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licensor for cost incurred, (ii) upon written notice to Licensee, take and hold the Pipeline and the other Improvements and personal property as its sole property, without payment or obligation to Licensee therefor, or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so restore. Further, if Licensor has consented to the Pipeline and the other Improvements remaining on the Premises following termination, Licensee shall, upon request by Licensor, provide a bill of sale in a form acceptable to Licensor conveying the Pipeline and the other Improvements to Licensor.

**MISCELLANEOUS**

25. Successors and Assigns. All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licensor and Licensee to the same extent as if each such successor and assign was named a party to this License.
26. Assignment.
- 26.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensor, which consent may not be unreasonably withheld or delayed by Licensor. Any attempted assignment by Licensee in violation of this **Section 26** shall be a breach of this License and, in addition, shall be voidable by Licensor in its sole and absolute discretion.

- 26.2 For purposes of this **Section 26**, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least 50% of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSOR, SUCH CONSENT TO BE IN LICENSOR'S SOLE DISCRETION.
- 26.3 Notwithstanding the provisions of **Section 26.1** above or anything contained in this License to the contrary, if Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "**Purported Assignment**") to another party (a "**Purported Transferee**"), the Purported Transferee's enjoyment of the rights and privileges granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation to comply with the provisions of **Section 15** above concerning insurance requirements. In addition to and not in limitation of the foregoing, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licensor for all Liabilities of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment.
- 26.4 The provisions of this **Section 26** shall survive the expiration or earlier termination of this License.
27. Notices. Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.
- If to Licensor: Jones Lang LaSalle Brokerage, Inc.  
4300 Amon Carter Blvd., Suite 100  
Fort Worth, TX 76155  
Attn: Permits/Licenses
- with a copy to: BNSF Railway Company  
2500 Lou Menk Dr. – AOB3  
Fort Worth, TX 76131  
Attn: Senior Manager Real Estate
- If to Licensee: City of Scottsbluff, Nebraska  
2525 Circle Drive  
Scottsbluff, Nebraska 69361  
Attn: City Manager
28. Survival. Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Pipeline and the other Improvements are removed and the Premises are restored to its condition as of the Effective Date.
29. Recordation. It is understood and agreed that this License shall not be placed or allowed to be placed on public record.

30. Applicable Law. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Nebraska without regard to conflicts of law provisions.
31. Severability. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.
32. Integration. This License is the full and complete agreement between Licensor and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.
33. Joint and Several Liability. If Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.
34. Waiver. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.
35. Interpretation.
- 35.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The exhibit or exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.
- 35.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.
36. Counterparts. This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged via email or electronic facsimile machines and any email or electronic facsimile of any party's signature shall be deemed to be an original signature for all purposes.
37. Licensor's Representative. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

**END OF PAGE - SIGNATURE PAGE FOLLOWS**

This License has been duly executed by the parties hereto as of the date below each party's signature; to be effective, however, as of the Effective Date.

**LICENSOR:**

**BNSF RAILWAY COMPANY** a Delaware corporation

**By:** Jones Lang LaSalle Brokerage, Inc.  
4300 Amon Carter Blvd, Suite 100  
Fort Worth, TX 76155

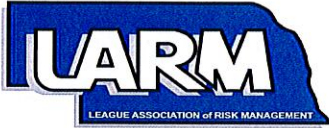
**By:** \_\_\_\_\_  
Ed Darter  
**Title:** Senior Vice President - National Accounts  
\_\_\_\_\_  
**Date:** \_\_\_\_\_

**LICENSEE:**

**CITY OF SCOTTSBLUFF, NEBRASKA** a Nebraska municipality

2525 Circle Drive  
Scottsbluff, NE 69361

**By:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_



Certificate No.: 8  
PolicyNumber: B0248PC2013-1

League Association of Risk Management

CERTIFICATE OF COVERAGE

This Certificate is issued as a matter of information only and confers no rights upon the Certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the coverage document(s) listed below.

NAME & ADDRESS OF MEMBER: City of Scottsbluff  
2525 Circle Drive  
Scottsbluff, NE 69361

This is to certify that the coverage document(s) listed below have been issued to the Member named above and is in force at this time. Notwithstanding any requirement, term or condition of any agreement or other document with respect to which this certificate may be issued or may pertain, the coverage(s) afforded by the coverage document(s) described herein is subject to all the terms, exclusions and conditions of such Agreement(s).

TYPE OF COVERAGE	EFFECTIVE DATE	EXPIRATION DATE	LIMIT OF COVERAGE
Workers' Compensation	10/01/2013	10/01/2014	\$500,000 E.L. Disease - Policy Limit \$500,000 E.L. Each Accident \$500,000 EL Disease - EA Employee
General Liability	10/01/2013	10/01/2014	\$5,000,000/\$5,000,000 Limit
Auto Liability	10/01/2013	10/01/2014	\$5,000,000 Limit

CANCELLATION: Should the above described coverage document(s) be cancelled, the League Association of Risk Management will endeavor to mail 30 days written notice to the below named Certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon LARM.

SPECIAL CONDITIONS/OTHER COVERAGES: Verification of coverage for the City of Scottsbluff. Certificate Holder is listed a Additional Covered Party per the attached amendment. Waiver of Subrogation applies. Tracking # 14-50052

NAME & ADDRESS OF CERTIFICATE HOLDER:

Jones Lang LaSalle Brokerage, Inc  
4300 Amon Carter Blvd., Suite 100  
Attn: Permits/Licenses  
Fort Worth, TX 76155

DATE ISSUED: 06/09/2014

  
Authorized Representative



Certificate No.: 7  
PolicyNumber: B0248PC2013-1

League Association of Risk Management

CERTIFICATE OF COVERAGE

This Certificate is issued as a matter of information only and confers no rights upon the Certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the coverage document(s) listed below.

NAME & ADDRESS OF MEMBER: City of Scottsbluff  
2525 Circle Drive  
Scottsbluff, NE 69361

This is to certify that the coverage document(s) listed below have been issued to the Member named above and is in force at this time. Notwithstanding any requirement, term or condition of any agreement or other document with respect to which this certificate may be issued or may pertain, the coverage(s) afforded by the coverage document(s) described herein is subject to all the terms, exclusions and conditions of such Agreement(s).

TYPE OF COVERAGE	EFFECTIVE DATE	EXPIRATION DATE	LIMIT OF COVERAGE
Workers' Compensation	10/01/2013	10/01/2014	\$500,000 E.L. Disease - EA Employee \$500,000 E.L. Disease - Policy Limit \$500,000 E.L. Each Accident
General Liability	10/01/2013	10/01/2014	\$5,000,000/\$5,000,000 Limit
Auto Liability	10/01/2013	10/01/2014	\$5,000,000 Limit

CANCELLATION: Should the above described coverage document(s) be cancelled, the League Association of Risk Management will endeavor to mail 30 days written notice to the below named Certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon LARM.

SPECIAL CONDITIONS/OTHER COVERAGES: Verification of coverage for City of Scottsbluff. Certificate Holder is listed as Additional Covered Party per the attached amendment. Waiver of Subrogation applies. Tracking #14-50052

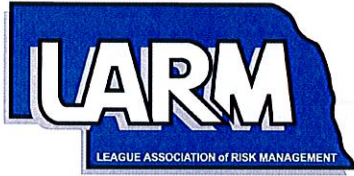
NAME & ADDRESS OF CERTIFICATE HOLDER:

BNSF Railway Company  
2500 Lou Menk Dr - AOB3  
Fort Worth, TX 76131

DATE ISSUED: 06/09/2014

  
Authorized Representative





THIS AMENDMENT CHANGES THE COVERAGE DOCUMENT. PLEASE READ IT CAREFULLY.

#### ADDITIONAL COVERED PARTY AMENDMENT

This amendment modifies insurance under the following:

#### LIABILITY COVERAGE DOCUMENT

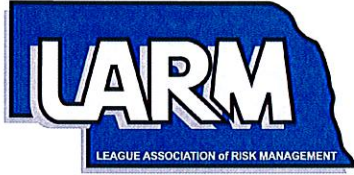
Jones Lang LaSalle Brokerage, Inc.  
4300 Amon Carter Blvd, Suite 100  
Fort Worth, TX 76155

It is understood and agreed that the general liability coverage afforded to **City of Scottsbluff** by the Liability Coverage Document of the League Association of Risk Management is amended to include as an additional covered party the person(s) or organization(s) shown in the above Schedule, but only with respect to liability for "bodily injury" or "property damage" arising out of services covered for **City of Scottsbluff** under the **Pipeline License Agreement** between **Jones Lang LaSalle Brokerage, Inc, BNSF Railway** and **City of Scottsbluff** and only until expiration of such named agreement.

**ALL OTHER TERMS AND CONDITIONS OF THIS COVERAGE DOCUMENT REMAIN UNCHANGED**

*Frank Jurand*  
AUTHORIZED REPRESENTATIVE

6.9.14  
DATE



THIS AMENDMENT CHANGES THE COVERAGE DOCUMENT. PLEASE READ IT CAREFULLY.

#### ADDITIONAL COVERED PARTY AMENDMENT

This amendment modifies insurance under the following:

#### LIABILITY COVERAGE DOCUMENT

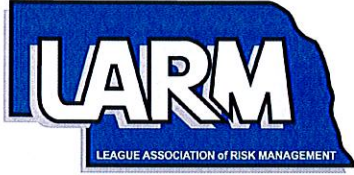
BNSF Railway Company  
2500 Lou Menk Dr – AOB3  
Fort Worth, TX 76131

It is understood and agreed that the general liability coverage afforded to **City of Scottsbluff** by the Liability Coverage Document of the League Association of Risk Management is amended to include as an additional covered party the person(s) or organization(s) shown in the above Schedule, but only with respect to liability for "bodily injury" or "property damage" arising out of services covered for **City of Scottsbluff** under the **Pipeline License Agreement** between **BNSF Railway Company** and **City of Scottsbluff** and only until expiration of such named agreement.

**ALL OTHER TERMS AND CONDITIONS OF THIS COVERAGE DOCUMENT REMAIN UNCHANGED**

*Arany L Juranek*  
AUTHORIZED REPRESENTATIVE

6.9.14  
DATE



THIS AMENDMENT CHANGES THE COVERAGE DOCUMENT. PLEASE READ IT CAREFULLY.

#### WAIVER OF SUBROGATION AMENDMENT

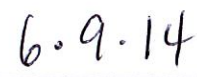
This amendment modifies insurance under the following:

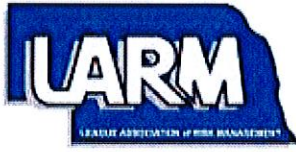
#### LIABILITY COVERAGE DOCUMENT

In the event of any claim or loss payment under the Agreement, the Pool shall waive their right of subrogation against Licensor for loss of Licensee's owned or leased property, or property under Licensee's care, custody, or control, but only as respects the **PIPELINE LICENSE AGREEMENT, Tracking #14-50052** by and between **JONES LANG LASALLE BROKERAGE, INC** ("Licensor") and **CITY OF SCOTTSBLUFF**, a political subdivision of the State of Nebraska ("Licensee").

**ALL OTHER TERMS AND CONDITIONS OF THIS COVERAGE DOCUMENT REMAIN UNCHANGED**

  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

  
\_\_\_\_\_  
DATE



LEAGUE ASSOCIATION OF RISK MANAGEMENT  
DECLARATIONS OF COVERAGE

Member Name: City of Scottsbluff  
2525 Circle Drive  
Scottsbluff, NE 69361

Contract Number: 248

Declarations Effective Date: 10/01/2013 12:01 AM

Pool Year: 2013-2014

Policy Number: B0248PC2013-1

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**A. WORKERS' COMPENSATION**

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1. Policy Period:

Effective Date: 10/01/2013 12:01 AM

Expiration Date: 10/01/2014 12:01 AM

2. Coverage:

A. Worker's Compensation Coverage: Part One of the policy applies to the Worker's Compensation Law of the states Listed here: NEBRASKA

B. Employers Liability Coverage: Part Two of the policy applies to work in each state listed in item

A. The Limits of our liability under Part Two are:

Bodily Injury by Accident \$500,000 each accident

Bodily Injury by Disease \$500,000 policy limit

Bodily Injury by Disease \$500,000 each employee

C. Other States' Coverage: Part Three of the policy applies to the states, if any, listed here:

ALL STATES EXCEPT: NV, ND, OH, WA, WV, WY & STATES LISTED IN 3A.

D. This policy includes these endorsements and schedules:

3. Total Estimated Annual Contribution:

(See attached Worker's Compensation Contribution Worksheet)

4. Deductible Type

Guaranteed Cost - N/A

Per Claim Deductible

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**B. LIABILITY COVERAGES**

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City of Scottsbluff

248

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**Automobile Liability Coverage**

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Per Occurrence Limit of Liability	\$5,000,000
Annual Aggregate	N/A
Deductible	\$0
Automobile Medical Payments Limit	\$5,000
Hired and Non-Owned Auto Liability Coverage	Yes
Effective Date	10/01/2013 12:01 AM
Expiration Date	10/01/2014 12:01 AM

ENDORSEMENTS

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**General Liability Coverage**

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Per Occurrence Limit of Liability / Annual Aggregate	\$5,000,000/\$5,000,000
Deductible	\$0
Effective Date	10/01/2013 12:01 AM
Expiration Date	10/01/2014 12:01 AM

ENDORSEMENTS

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**Errors and Omissions Liability Coverage**

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Per Claim Limit of Liability / Annual Aggregate	\$5,000,000/\$5,000,000
Deductible	\$2,500
Effective Date	10/01/2013 12:01 AM
Expiration Date	10/01/2014 12:01 AM

Retroactive Date

ENDORSEMENTS

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**B. LIABILITY COVERAGES cont.**City of Scottsbluff  
248

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**Law Enforcement Liability Coverage**

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Per Occurrence Limit of Liability / Annual Aggregate	\$5,000,000/\$5,000,000
Deductible	\$2,500
Effective Date	10/01/2013 12:01 AM
Expiration Date	10/01/2014 12:01 AM

ENDORSEMENTS

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**C. PROPERTY COVERAGES**

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Coverage Basis	All Risk
Real and Personal Property	See Statement of Values
Automobile Physical Damage Catastrophe Coverage	See Statement of Values
Blanket Limit Each Occurrence	\$43,671,869.43
Blanket Per Occurrence Deductible	See Statement of Values
Real and Personal Property	See Statement of Values
Mobile Equipment / Contractors Equipment & Automobile Physical Damage Catastrophe Coverage	See Statement of Values
Effective Date	10/01/2013 12:01 AM
Expiration Date	10/01/2014 12:01 AM

ENDORSEMENTS

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**D. AUTOMOBILE PHYSICAL DAMAGE COVERAGES**

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Valuation Method	See Statement of Values
Property Coverage	See Statement of Values
Collision Deductible per Vehicle	See Statement of Values
Comprehensive Deductible per Value	See Statement of Values
Effective Date	10/01/2013 12:01 AM
Expiration Date	10/01/2014 12:01 AM

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**E. CRIME COVERAGE**

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Effective Date	10/01/2013 12:01 AM
Expiration Date	10/01/2014 12:01 AM

END-1 Reference individual endorsement worksheet for additional information.

PR-1

#### Flood Coverage

1. Coverage is excluded for property located in flood zones A, V and all other 100 year exposures as shown in the FIRM Prepared by the FEMA. Coverage is also excluded where no flood designation/classification has been established by the FEMA.
2. For Locations situated in zone B ( between the 100 year flood zone and up to and including the 500 year flood zone) as shown in the Flood Insurance Rate Maps (FIRM) and prepared by the Federal Emergency Management Agency (FEMA), a \$100,000 per location, continued all coverages deductible (including direct physical damage and time element coverages) will apply.
3. For locations in zone C(not situated within a 100 year flood zone between a 100 year flood zone and up to and including the 500 year flood zone) as shown in the FIRM and prepared by the FEMA, the member's standard deductible will apply.
4. The aggregate limit for loss by flood in any single Pool Year shall not exceed: the total sublimit shown for all locations in zone B and zone C combined as shown on page 1 of the contribution worksheet.

PR-2 Coverage for buildings is provided on a replacement cost basis unless otherwise noted on the building and contents schedule.

PR-3 Coverage for mobile equipment is provided on an actual cash value basis unless otherwise noted on the mobile equipment schedule.

APD-1 Coverages and deductibles may vary by vehicle. The automobile physical damage vehicle schedule should be referenced to determine specific coverages and deductibles on a particular vehicle.

APD-2 The most we will pay for a loss to any hired "auto" is \$35,000 or Actual Cash Value or Cost of Repair, whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own. We will also cover loss of use of the hired "auto" if it results from an accident for which you are legally liable and the lessor incurs an actual financial loss subject to a maximum of \$500 per accident.

APD-3 Reference the Schedule of Coverage for specific coverages, limits and deductibles that apply the the crime coverage.

# **City of Scottsbluff, Nebraska**

**Monday, June 16, 2014**

**Regular Meeting**

## **Item Reports2**

**Council to consider an agreement with Electronic Recyclers International, Inc. for the collection of electronics and authorize the Mayor to execute the agreement.**

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





# Electronic Recyclers International, Inc.<sup>®</sup>

**CONFIDENTIAL**

**As of May 12th, 2014**

<b>PARTIES:</b>	
<b>ERI:</b>	Electronic Recyclers, Inc.
<b>Customer:</b>	City of Scottsbluff, NE
<b>e-WASTE SERVICES AND PRICING</b>	
Services:	<ul style="list-style-type: none"><li>Electronic Waste Recycling Services</li></ul>
Materials/Processing Fees:	<ul style="list-style-type: none"><li>(\$0.18/lb) charge to Customer for Display Devices to include TV's and Monitors (CRT, LCD, DLP, Plasma, Projection LED)</li><li>\$0.02/lb credit to Customer for General e-waste (printers, fax, stereo, mice, keyboards, peripheral equipment and household electronic waste)</li><li>0.20/lb credit to Customer for Complete computers, laptops, cell phones, tablets, servers</li><li>Other:<ul style="list-style-type: none"><li>Alkaline: \$1.27/lb charge to Customer</li><li>NiCad: No Charge</li><li>NiMH: No Charge</li><li>Lithium Ion Laptop: \$1.25/lb credit to Customer</li><li>Lithium Rechargeable: \$0.25/lb credit to Customer</li><li>Primary Lithium(Button Battery) \$6.00/lb charge to Customer</li></ul></li></ul>
Freight:	<ul style="list-style-type: none"><li>Material to be delivered by Customer</li><li>If ERI schedules transportation, freight will be a pass through cost to City of Scottsbluff</li></ul>
Packaging Supplies (shrink wrap, Gaylord boxes, pallets):	Packaging supplies are available for purchase for the following costs, plus additional freight rates if packaging supplies delivered by ERI: <ul style="list-style-type: none"><li>Pallets: \$4.00 each</li><li>Gaylord boxes: \$11.50 each</li><li>Stretch Film: \$23.00 each</li></ul>
Payment Terms:	Payment shall be thirty (30) days from date of invoice.
Term of Agreement:	This Agreement shall commence on the date of mutual execution hereof and shall remain in effect for a period of one year (the "Initial Term"). Thereafter, the term shall be extended pursuant to the Terms and Conditions hereof.

The Parties hereby agrees to the forgoing pricing schedule, ERI's standard terms and conditions:

**Customer:** \_\_\_\_\_

**ERI:** Electronic Recyclers, Inc.

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

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

Name: \_\_\_\_\_

Name: Kevin J. Dillon

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

Its: Chief Marketing Officer

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

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

ERI Initials \_\_\_\_\_

Customer Initials \_\_\_\_\_

Page 1



## Customer Information:

Address: 2525 Circle Drive Scottsbluff, NE 69361  
Attn: Nathan Johnson  
Phone: 308-630-6202  
Email: [njohnson@scottsbluff.org](mailto:njohnson@scottsbluff.org)

## ERI Information:

Address: 3250 Abilene Street Aurora, CO 80011  
ERI Contact: Matt McLaughlin  
Phone Number: 303-522-9672  
Email: [mmclaughlin@electronicrecyclers.com](mailto:mmclaughlin@electronicrecyclers.com)

## TERMS AND CONDITIONS

ALL E-WASTE SERVICES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS.

In consideration of the covenants and undertakings of the parties hereto and other good and valuable consideration, the receipt of which being hereby acknowledged, the parties hereto agree to the following:

**1. Services.** Upon the terms and subject to the conditions set forth in this Agreement, Customer hereby engages ERI on an exclusive basis as an independent contractor to render exclusive electronic recycling services with respect to the material set forth above.

a. ERI shall dismantle, shred, physically destroy, and/or recycle all e-Waste collected by Customer and provided to ERI using standard methods approved in the industry and shall fully comply with all applicable laws, rules, regulations, certificates, standards, orders and ordinances, including R2 and e-Stewards standards, in conjunction with the collection, processing, recycling and/or disposal of e-Waste, their components and any other materials collected in conjunction therewith.

b. ERI shall inspect the shipment and delivery receipt upon acceptance of each load to ensure that the receipt and shipment documentation accurately reflect the composition of materials in each load. ERI shall inspect all packages and skids-pallets, when applicable, to confirm that the correct e-Waste have been received. ERI shall advise Customer of any discrepancies via email at the following address: [johnson@scottsbluff.org](mailto:johnson@scottsbluff.org)

c. ERI may visually and manually screen each load for hazardous components. ERI shall not be required to accept any of the following materials for processing: liquids, chemicals, oils, radioactive devices, or biological or infectious waste. ERI shall not be required to accept for processing: batteries, fluorescent bulbs, and/or dry powder substances

and to the extent any hazardous components or unauthorized waste are sent by Customer to ERI, ERI may return such items to Customer for proper disposal.

d. ERI shall have the right to sell into global markets any commodities generated from recycling e-Waste so long as permitted under applicable laws. These markets include, but are not limited to, North America, Europe, South America, and Asia. Any such sale by ERI shall conform to the export control laws and regulations of the United States

**2. Term and Termination.** The Agreement will automatically renew for consecutive one (1) year terms ("Subsequent Term") upon the expiration of the Initial Term unless (i) a written notice of non-renewal is given by either Party to the other Party at least thirty (30) calendar days prior to the expiration of the term then in effect or (ii) the Agreement is otherwise terminated by either Party with or without cause upon thirty (30) days' prior written notice to the other Party. Pricing and volumes shall be agreed upon for each subsequent year in writing between the parties

**3. Payment.** In the event of a dispute with respect to such invoice, Customer shall provide written notice of such dispute to ERI, together with any undisputed amounts owed, on or before the due date for such payments.

**4. Governing Law.** The Agreement shall be governed by and construed in accordance with the internal laws of the State of Nebraska applicable to agreements made and to be performed entirely within such state, without regard to the conflicts of law principles of such state.

**5. Indemnification.** Each party agrees to indemnify, save harmless, and defend the other, its affiliates, officers, directors, shareholders, employees and agents (each an "indemnitee") from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorney's fees), which an indemnitee may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any personal property, or any violation of governmental laws, regulations, or order to the

ERI Initials \_\_\_\_\_

Customer Initials \_\_\_\_\_



# Electronic Recyclers International, Inc.®

extent caused by the other's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the other, its agents, employees or subcontractors in the performance of this Agreement. The obligations described in this paragraph shall survive termination/expiration of this Agreement.

**6. Limitation of Remedies, Liability and Damages.** NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE.

**7. Force Majeure.** If ERI is prevented from complying, either totally or in part, with any of the terms or provisions of this Agreement by reason of fire, flood, storm, strike, lockout or other labor trouble, any law, order, proclamation, regulation, ordinance, demand or requirement of any governmental authority, riot, war, rebellion or other causes beyond the reasonable control of ERI, or other acts of God, then upon written notice to Customer, the affected provisions and/or other requirements of this Agreement shall be suspended during the period of such disability and ERI shall have no liability to Customer in connection therewith. ERI shall use reasonable efforts to remove the disability within thirty (30) calendar days of giving notice

**8. ERI Insurance Policies.** ERI has the following policies in place:

**Travelers Insurance Company- AM Best Rated A+ 15**

1. Commercial General Liability- \$1,000,000 per occurrence/ \$2,000,000 aggregate
2. Commercial Auto Insurance- \$1,000,000 Combined Single Limit
3. Workers Compensation- All States, Statutory Limits

4. Commercial Excess Liability- Limits available upon request

**Endurance American Specialty Insurance Company- AM Best Rated A15**

1. Environmental Impairment Liability Policy (Pollution) Limits available upon request

**National Union Fire Insurance Company of Pittsburgh (AIG)- AM Best Rated A15**

1. Specialty Risk Protector Policy Including- Limits available upon request
  - a. Specialty Professional Liability
  - b. Media Content
  - c. Security and Privacy Liability
  - d. Regulatory Action
  - e. Cyber Extortion

**9. Miscellaneous.** (a) Assignment; Successors and Assigns. This Agreement is not assignable by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld. A transfer by a party of substantially all of its assets to another entity (whether in one transaction or a series of transactions), or the merger or consolidation of a party with another entity, or the transfer of a controlling ownership interest of such party, will be deemed to constitute an assignment of this Agreement. (b) Waiver. No delay or omission in the exercise of any right or remedy hereunder shall impair such right or remedy or be construed to be a waiver of or acquiescence in any default. (c) Counterparts. This Agreement may be executed in counterparts; each of which will be deemed to be an original, but all of which together will be deemed to be one and the same instrument. This Agreement may also be executed by exchange of facsimile transmissions between the parties. (d) Entire Agreement; Modifications. This Agreement contains the entire agreement and understanding between the parties and supersede any prior agreements, understandings, or discussions between the parties. It may not hereafter be added to, altered or modified except by written instrument signed by both parties.

ERI Initials \_\_\_\_\_

Customer Initials \_\_\_\_\_

Page 3

# **City of Scottsbluff, Nebraska**

**Monday, June 16, 2014**

**Regular Meeting**

## **Item Reports3**

**Council to receive an update on the Comprehensive Plan.**

**Staff Contact: Annie Folck, City Planner**

Scottsbluff Comprehensive Plan  
2014 Update  
Proposed Process

**Public Meetings**

*Open houses, meeting with community groups, etc.*



**Draft Plan**

*Plan will be broken into elements such as:*

- Community Profile
- Economic Development
- Growth and Land Use
- Transportation
- Parks and Recreation
- Public Services
- Housing and Neighborhoods
- Environment



**Feedback**

*Present draft to planning commission, community groups, and Council, making revisions based on feedback from the community*



**Final Draft**



**Council Approval**

# **City of Scottsbluff, Nebraska**

**Monday, June 16, 2014**

**Regular Meeting**

## **Item Reports4**

**Council to receive a scheduling update from Simon Contractors and Baker & Associates for the Avenue I project.**

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

# **City of Scottsbluff, Nebraska**

**Monday, June 16, 2014**

**Regular Meeting**

## **Item Subdiv.1**

**Council to consider a Final Plat for Block 2, Reganis Subdivision and approve the Resolution.**

**Staff Contact: Annie Folck, City Planner**

# Agenda Statement

Item No.

For meeting of: June 16, 2014

**AGENDA TITLE:** Final Plat for Block 2, Reganis Subdivision situated in the SE ¼ of the SW ¼ of Section 13, T22N, R55W of the 6<sup>th</sup> P.M., Scotts Bluff County.

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

**PRESENTATION BY:** Rick Kuckkahn

**SUMMARY EXPLANATION:** Council to consider a final plat of Block 2, Reganis Subdivision. Property owners, Tim & Virginia Reganis, have submitted a request to plat approximately 4.20 ± acres from their recently revised preliminary plat. This parcel is located north of 27<sup>th</sup> St., west of 12<sup>th</sup> Avenue projected south from Talisman Drive. The final platting of Block 2 includes a part of Winter Creek Drive, as well as access and utility easements. The plat meets the requirements of the C-2 zoning district. A paving district is planned in the near future for development of this area.

**BOARD/COMMISSION RECOMMENDATION:** The Planning Commission at their regular meeting of June 9, 2014 made positive recommendation to City Council.

**STAFF RECOMMENDATION:** Approve final plat and resolution for filing at the Register of Deeds

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## EXHIBITS

Resolution X      Ordinance      Contract      Minutes x      Plan/Map x

Other (specify) ☐ \_\_\_\_\_

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

M.C. Schaff & Associates, 818 S Beltline Hwy E, Tim Reganis, 2006 E Overland, Scottsbluff

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

Rev 3/1/99CClerk



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

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

That the final plat of Block 9, Reganis Subdivision in the City of  
Scottsbluff, Scotts Bluff County, Nebraska, situated in the Southeast  
Quarter of the Southwest Quarter of Section 13, T22N, R55W of the 6th  
P.M., Scotts Bluff County, Nebraska dated May 23, 2014, duly made,  
acknowledged and certified, is approved. Such Plat is ordered filed and  
recorded in the office of the Register of Deeds, Scotts Bluff County,  
Nebraska.

Passed and approved this 16th day of June 2014.

\_\_\_\_\_  
Mayor

Attest:

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

SEAL

BLOCK 2,

REGANIS SUBDIVISION  
IN THE CITY OF SCOTTSBLUFF,  
SCOTTS BLUFF COUNTY, NEBRASKA

SITUATED IN THE SOUTHEAST QUARTER OF  
THE SOUTHWEST QUARTER OF SECTION 13,  
TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M.,  
SCOTTS BLUFF COUNTY, NEBRASKA

SURVEYOR'S CERTIFICATE

I, Kelly A. Beatty, a Nebraska Registered Land Surveyor, hereby certify that I have surveyed and prepared a plat of BLOCK 2, REGANIS SUBDIVISION, in the City of Scottsbluff, Scotts Bluff County, Nebraska, situated in the Southwest Quarter of the Southwest Quarter of Section 13, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska, more particularly described as follows:

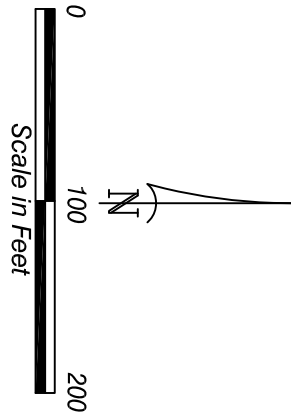
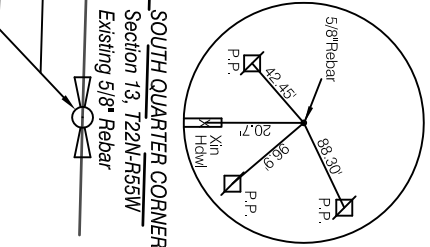
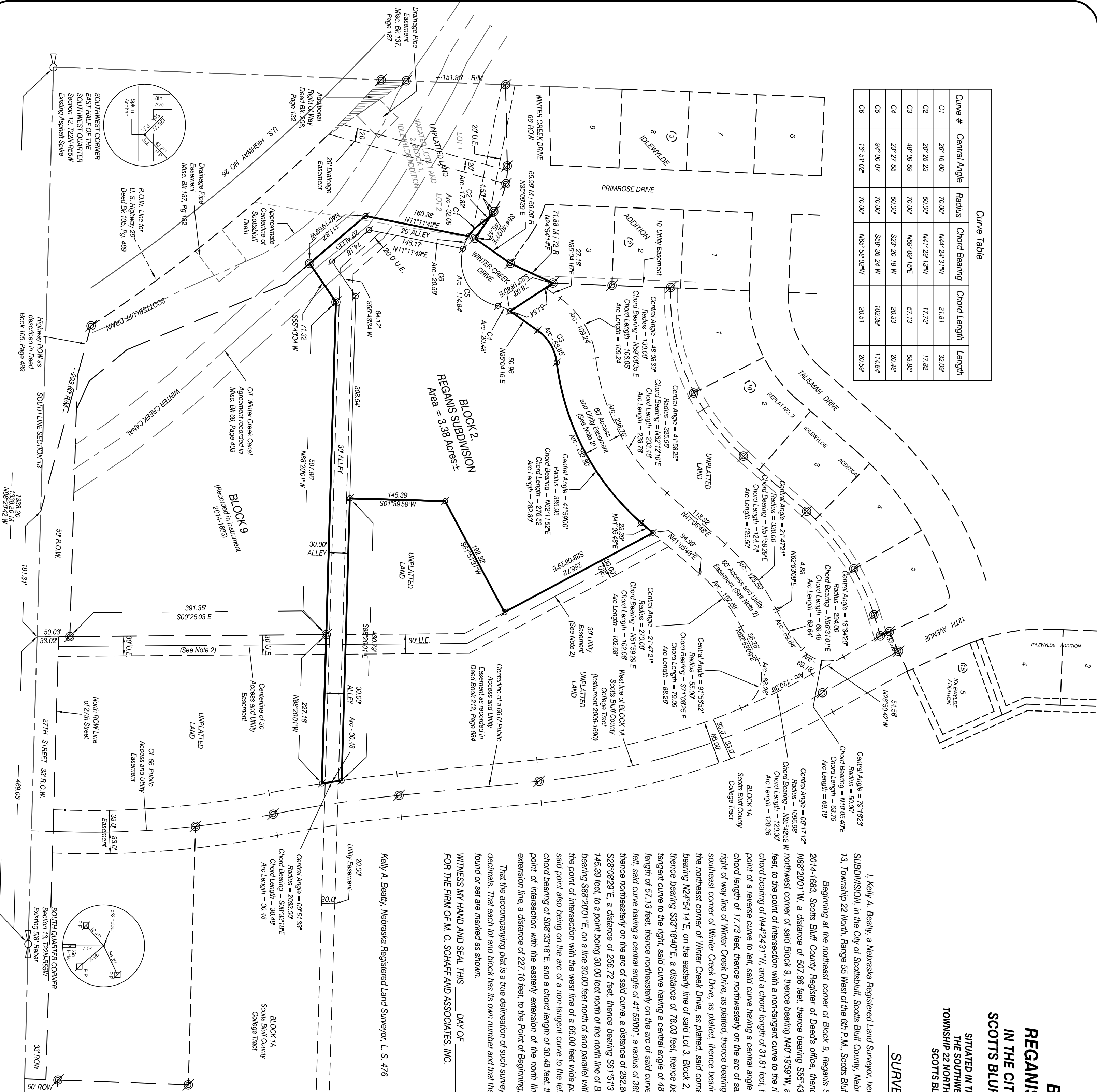
Beginning at the northeast corner of Block 9, Reganis Subdivision in the City of Scottsbluff, Nebraska, as recorded in Instrument 2014-1683, Scotts Bluff County, Register of Deeds office, thence westerly on the north line of said Block 9, on an assumed bearing of N86°20'01"W, a distance of 507.86 feet, thence bearing S55°43'34"W, on the north line of said Block 9, a distance of 71.32 feet, to the northwest corner of said Block 9, thence bearing N40°19'59"W, a distance of 111.87 feet, thence bearing N1°11'49"E, a distance of 160.38 feet, to the point of intersection with a non-tangent curve to the right, said curve having a central angle of 26°16'00", a radius of 70.00 feet, a chord bearing of N44°24'31"W, and a chord length of 31.81 feet, thence northwesterly on the arc of said curve, a distance of 32.09 feet, to the point of a reverse curve to left, said curve having a central angle of 20°25'23", a radius of 50.00 feet, a chord bearing of N41°29'13"W, and a chord length of 117.73 feet, thence northwesterly on the arc of said curve, a distance of 17.82 feet, to the point of intersection with the south right of way line of Winter Creek Drive, as platted, thence bearing S54°40'01"E, on said south right of way line, a distance of 45.44 feet, to the southeast corner of Winter Creek Drive, as platted, thence bearing N35°09'39"E, a distance of 65.99 feet as measured (66.0 feet record), to the northeast corner of Winter Creek Drive, as platted, said corner also being southeast corner of Lot 3, Block 2, Idlewilde Addition, thence bearing N24°54'14"E, on the easterly line of said Lot 3, Block 2, Idlewilde Addition, a distance of 71.88 feet, as measured (72 feet record), thence bearing S33°18'40"E, a distance of 78.03 feet, thence bearing N35°04'16"E, a distance of 50.96 feet, to the point of curvature of a tangent curve to the right, said curve having a central angle of 48°09'59", a radius of 70.00 feet, a chord bearing of N59°09'15"E, and a chord length of 57.13 feet, thence northwesterly on the arc of said curve, a distance of 56.85 feet, to the point of curvature of a reverse curve to the left, said curve having a central angle of 41°59'00", a radius of 385.95 feet, a chord bearing of N62°11'52"E, and a chord length of 276.52 feet, thence northwesterly on the arc of said curve, a distance of 282.80 feet, thence bearing N41°05'48"E, a distance of 23.39 feet, thence bearing S28°08'29"E, a distance of 256.72 feet, thence bearing S61°51'31"W, a distance of 192.32 feet, thence bearing S01°39'59"W, a distance of 145.39 feet, to a point being 30.00 feet north of the north line of Block 9, Reganis Subdivision, as measured perpendicular to said line, thence bearing S88°20'01"E, on a line 30.00 feet north of and parallel with the north line of Block 9, Reganis Subdivision, a distance of 430.79 feet, to the point of intersection with the west line of a 66.00 feet wide public access and utility easement as recorded in Deed Book 212, page 684, said point also being on the arc of a non-tangent curve to the left, said curve having a central angle of 00°51'33", a radius of 2033.00 feet, a chord bearing of S08°33'18"E, and a chord length of 30.48 feet, thence southeasterly on the arc of said curve, a distance of 30.48 feet, to the point of intersection with the easterly extension of the north line of Block 9, Reganis Subdivision, thence bearing N88°20'01"W, on said extension line, a distance of 227.16 feet, to the Point of Beginning, containing an area of 4.24 acres, more or less.

That the accompanying plat is a true delineation of such survey drawn to a scale of 100 feet to the inch. That all dimensions are in feet and decimals. That each lot and block has its own number and that the boundary of the plat is shown with a heavy solid line. That all corners found or set are marked as shown.

WITNESS MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.  
FOR THE FIRM OF M. C. SCHAFF AND ASSOCIATES, INC.

Kelly A. Beatty, Nebraska Registered Land Surveyor, L. S. 476

Curve Table			
Curve #	Central Angle	Radius	Chord Bearing
C1	26°16'00"	70.00'	N44°24'31"W
C2	20°25'23"	50.00'	N41°29'13"W
C3	48°09'59"	70.00'	N59°09'15"E
C4	23°27'59"	50.00'	S58°36'24"W
C5	94°00'07"	70.00'	S58°36'24"W
C6	16°51'02"	70.00'	N65°58'02"W



- LEGEND
- EXISTING QUARTER SECTION CORNER, AS NOTED
  - EXISTING SIXTEENTH SECTION CORNER, AS NOTED
  - EXISTING 5/8" REBAR, OR AS NOTED
  - SET 5/8" x 24" REBAR, OR AS NOTED
  - UTILITY EASEMENT
  - THIS 30' U.E. INCLUDES THE PREVIOUS 20' WIDE EAST-WEST UNITARY SEWER EASEMENT RECORDED IN MISC BOOK 71, PAGE 431
  - RIGHT-OF-WAY
  - BLOCK NUMBER
  - BOUNDARY OF PLATTED AREA

NOTES

1. All easements, restrictions and other documents that may affect these platted lots, that are of record or not of record, may not be shown on this plat.

2. These Utility and Access Easements to be dedicated as alley or street right of way upon future final platting of the adjoining unplatted land.

**Planning Commission Minutes**  
**Regular Scheduled Meeting**  
**June 9, 2014**  
**Scottsbluff, Nebraska**

The Planning Commission of the City of Scottsbluff, Nebraska met in a regular scheduled meeting on Monday, June 9, 2014, 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 June 6, 2014. 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:** Chairman, Becky Estrada called the meeting to order. Roll call consisted of the following members: Anita Chadwick, Callan Wayman, Angie Aguallo, Jim Zitterkopf, and Becky Estrada. Absent: Henry Huber, Dana Weber, Dave Gompert, and Mark Westphal. City officials present: Annie Urdiales, Planning Administrator, Annie Folck, City Planner, and Gary Batt, Code Administrator II.

**ITEM 2:** 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: None.

**ITEM 4:** Business not on agenda: None

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

**ITEM 6:** The minutes of May 12, 2014 were reviewed and approved. A motion was made to accept the minutes by Wayman, and seconded by Chadwick. "YEAS": Wayman, Aguallo, Chadwick, and Estrada. "NAYS": None. ABSTAIN: Zitterkopf. ABSENT: Weber, Westphal, Huber and Gompert. Motion carried.

**ITEM 7A:** The Planning Commission opened a public hearing for a request from property owners, Tim and Virginia Reganis, to vacate Lots 1 and 2, Block 1, Idlewylde Addition. These parcels are situated just south of the Reganis Subdivision and north of Highway 26. The lots are zoned C-2 neighborhood retail and commercial and basically unbuildable with different easements dividing the lots. The land will be considered as unplatted lands until the owners replat possibly as part of Reganis Subdivision and/or may consider the area for a green space or extra parking for their business.

**Conclusion:** A motion was made by Wayman and seconded by Zitterkopf to make positive recommendation to City Council to approve the ordinance to vacate Lots 1, and 2, Block 1, Idlewylde Addition. "YEAS": Wayman, Chadwick, Zitterkopf, Aguallo, and Estrada. "NAYS": None. ABSTAIN: None. ABSENT: Westphal, Huber, Weber and Gompert. Motion carried.

**Agenda Item 7B:** The Planning Commission opened a public hearing on a Final plat of Block 2, Reganis Subdivision situated in the SE quarter of the SW quarter of Section 13, T22N, R55W of the 6<sup>th</sup> Principal Meridian City of Scottsbluff, Scotts Bluff County, NE.

The property owners, Tim and Virginia Reganis, represented by M.C. Schaff and Associates have submitted a final plat of Block 2, Reganis Subdivision. This lot is located north of 27<sup>th</sup> Street, west of 12<sup>th</sup> Avenue and south of Talisman Drive. *Block 2 has been modified from the preliminary plat* which was recently approved with an addition of approximately .94 acres to the lot, which makes the parcel 3.38 acres in size. *The City Council will approve this modification for approval of the final plat.* The final plat has access to existing infrastructure sewer on the south side and water to the west. The approval of the final plat will allow for commercial development on the parcel. The developers are also working with WNCC in the creation of a Paving District for 12<sup>th</sup> Avenue and Winter Creek Drive the streets will be completed before final occupancy of any buildings are completed. The final plat was reviewed by City Staff and Baker & Associates reviewed the preliminary plat which was approved by City Council, the plat meets all the subdivision codes and City standards of our subdivision code for final plats.

**NOTE:** Planning Commission member David Gompert arrived at the meeting at 6:09 p.m.

**Conclusion:** A motion was made by Aguillo and seconded by Wayman to approve the final plat of Block 2, Reganis Subdivision with the modification on the parcel size. **“YEAS”:** Aguillo, Chadwick, Wayman, Zitterkopf, and Estrada. **“NAYS”:** None. **ABSTAIN:** Gompert. **ABSENT:** Huber, Weber, and Westphal. Motion carried.

**Item 7C:** The Planning Commission reviewed a draft ordinance for proposed changes and additions to the City’s Gateway Greenway Overlay zoning district (GGO).

Annie Folck, City Planner, addressed the Planning Commission, about the proposed changes and additions. A draft ordinance was included for review. Since we’ve had the GGO zoning district it has been a work in progress as new development in the overlay zone have different needs, when reviewing the landscape plan for the Reganis development some of the existing requirements didn’t work and the City is looking for some flexibility in what is required for new development and redevelopment of existing parcels in the GGO zoning district (25-3-22.1). Listed below are the changes and additions Annie F. has worked on and researched.

**Sections to amend: D. Parking Lot Design**

- Reference our requirement in landscaping ordinance of interior landscaped area equal to no less than five percent of the total paving area
- Require each island to have a minimum of 100 square feet of open ground and at least 300 cubic feet of good soil rooting volume per tree.
- Landscaped islands shall be evenly distributed to the maximum extent feasible
- One half of all required islands must include a large canopy tree
- 10’ landscape strip is currently required- change to *minimum* of 10’ landscape strip required
- Shade trees to be planted *at a rate of* one per 40’ of linear frontage or evergreen trees at a rate of one per 20’ of linear frontage rather than requiring that they be spaced exactly 40’ or 20’ apart. Trees may be spaced irregularly in informal groupings or be uniformly spaced, as

consistent with larger overall planting patterns and organization. Trees shall be spaced a minimum of 15' apart for large shade trees and evergreens, and a minimum of 10' apart for small ornamentals (list is provided). Groupings of trees may be no more than 150' apart.

-Currently requires intermittent hedge not less than 4' in height- change to reference screening requirements in landscaping ordinance- 25-22-7 and 25-22-8

-Add requirement: The space between the trees should be planted and maintained to aid the health/growth of the trees. Thus there must be a maintained, non-turf grass landscape bed under and around the trees, to be a minimum of 40 sq. ft. per large canopy tree or evergreen and 30 sq. ft. per small/medium tree. The landscape zone must be planted to appropriate and compatible shrubs or herbaceous grasses/perennials to cover at least 50% of the bed. The remainder may be mulch. Organic mulch should be used if possible.

#### **Sections to add:**

##### Water conservation

To the extent reasonably feasible, all landscape plans shall be designed to incorporate water conservation materials and techniques in order to comply with each of the Xeriscape landscaping principles listed below. Xeriscape landscaping principles do not include or allow artificial turf or plants, mulched (including gravel) beds or areas without landscape plant material, paving of areas not required for walkways, plazas or parking lots, bare ground, weed covered or infested surfaces or any landscaping that does not comply with the standards of this section.

(a) Xeriscape landscaping principles are as follows:

1. Design. Identify zones of different water requirements and group plants together that have similar water needs;
2. Appropriate Use of Turf. Limit high-irrigation turf and plantings to appropriate high-use areas with high visibility and functional needs;
3. Low-Water-Using Plants. Choose low-water-demanding plants and turf where practicable;
4. Irrigation. Design, operate and maintain an efficient irrigation system;
5. Soil Preparation. Incorporate soil amendments before planting;
6. Mulch. Add mulch to planting beds to a minimum depth of three (3) inches around trees and shrubs and 1" around perennials and ornamental grasses;
7. Maintenance. Provide regular and attentive maintenance.

##### Minimum Species Diversity

To prevent uniform insect or disease susceptibility and eventual uniform senescence on a development site or in the adjacent area or the district, species diversity is required and extensive monocultures are prohibited. The following minimum requirements shall apply to any development plan.

Number of trees on site

Maximum percentage of any one species

10-19: 33%

20-39: 25%

138 40 or more: 15%

139  
140 Use of Approved Species

141 Regionally native plants should be used when possible to help aid biodiversity and convey a sense of  
142 place with the natural context of our community. Any required planting should include at least 50%  
143 regionally native plants suitable for the purpose (we will include a recommended list).  
144

145 Redevelopment

146 Any properties located within the GGO overlay zone will be required to spend X% (still working with  
147 local landscapers and architects to determine what this number should be) of any remodel or  
148 redevelopment project on bringing their landscaping up to code. Once the landscaping meets the  
149 requirements of this ordinance, they no longer have to make improvements to it.  
150

151 This a first draft of the ordinance and there are several changes that staff will continue to research, and  
152 have more discussion on how to handle properties that are unable to conform with the redevelopment  
153 requirements without undue hardship and/or expense.  
154

155 The Planning Commission discussed different options on what to require for redevelopment properties  
156 and what would be fair. They asked that staff to keep working on different options and they would also  
157 think on it to for the next meeting.  
158

159 Signage in the GGO zone was also discussed and for now we will leave the existing language for signage  
160 with directional signage considered exempt as they are not advertising signs.  
161

162 **Conclusion:** Recommended more research on percentage of landscaping required for redevelopment in  
163 the GGO zoning district.  
164

165 **ITEM 8. Unfinished Business:** None

166  
167 There being no further business the Planning Commission with a motion to adjourn made by Zitterkopf  
168 and seconded by Wayman the meeting was adjourned at 6:35 p.m. "YEAS": Wayman, Aguallo,  
169 Gompert, Chadwick, Weber, and Estrada. NAYS: none. ABSENT: Zitterkopf and Westphal. Motion  
170 carried.  
171

172 \_\_\_\_\_  
173 Becky Estrada, Chairperson  
174

175 Attest: \_\_\_\_\_  
176 Annie Urdiales

# **City of Scottsbluff, Nebraska**

**Monday, June 16, 2014**

**Regular Meeting**

## **Item Subdiv.2**

**Council to consider the Ordinance to Vacate Lots One and Two,  
Block 1, Idlewylde Addition of Scottsbluff.**

**Staff Contact: Annie Folck, City Planner**

# Agenda Statement

Item No.

For meeting of: June 16, 2014

**AGENDA TITLE:** Ordinance to Vacate – Lots One and Two, Block 1, Idlewylde Addition of Scottsbluff, Scotts Bluff County, Nebraska.

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

**PRESENTATION BY:** Rick Kuckkahn

**SUMMARY EXPLANATION:**

Tim and Virginia Reganis have requested an ordinance to vacate lots 1 and 2, Block 1, Idlewylde Addition, these lots are located west of the Reganis Subdivision, and a plat of the vacated lots will be submitted at a later date.

**BOARD/COMMISSION RECOMMENDATION:** The Planning Commission approved the ordinance to vacate at their regular meeting of June 9, 2014.

**STAFF RECOMMENDATION:** Staff recommends City Council approve the ordinance to vacate.

---

**EXHIBITS**

Resolution      Ordinance x      Contract      Minutes x      Plan/Map ☐

Other (specify) ☐ \_\_\_\_\_

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

M.C. Schaff & Associates, 818 South Beltline Hwy East 16<sup>th</sup> Street, Scottsbluff, NE 69361

Tim Reganis, 2006 E. Overland, Scottsbluff, NE 69361

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

Rev 3/1/99CClerk



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

**AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA, VACATING LOTS 1 AND 2, BLOCK 1, IDLEWYLDE ADDITION TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA, EXCEPT THAT PART OF LOT 1, DEEDED TO THE STATE OF NEBRASKA DEPARTMENT OF ROADS IN DEED BOOK 208, PAGE 132, ALL IN THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA.**

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

Section 1. Timothy G. Reganis and Virginia S. Reganis, as the owners of the property involved, and have requested that the City of Scottsbluff vacate the following property to allow for a replat:

Lots 1 and 2, Block 1, IDLEWYLDE ADDITION to the City of Scottsbluff, Scotts Bluff County, Nebraska, EXCEPT that part of Lot 1, deeded to the State of Nebraska Department of Roads in Deed Book 208, Page 132, all in the City of Scottsbluff, Scotts Bluff County, Nebraska.

Section 2. The City Council finds that the requesting party is the owner and that it is in the best interest of the City that the property be vacated as requested.

Section 3. Lots 1 and 2, Block 1, IDLEWYLDE ADDITION to the City of Scottsbluff, Scotts Bluff County, Nebraska, EXCEPT that part of Lot 1, deeded to the State of Nebraska Department of Roads in Deed Book 208, Page 132, are hereby vacated to allow for a replat of the property.

Section 4. This Ordinance shall become effective upon its passage, approval and publication as provided by law.

Passed and Approved on \_\_\_\_\_, 2014.

Mayor

Attest:

City Clerk (Seal)

Approved as to Form:

Deputy City Attorney

Honorable Mayor &  
Members of the City Council  
2525 Circle Drive  
Scottsbluff, Nebraska 69361

RE:     Petition to Vacate Lots 1 and 2, Block 1,  
          Idlewylde Addition in the City of Scottsbluff,  
          Scotts Bluff County, Nebraska

We, Timothy G. Reganis and Virginia S. Reganis, husband and wife, the legal owners of record for Lots 1 and 2, Block 1, Idlewylde Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska, EXCEPT that part of Lot 1, deeded to the State of Nebraska Department of Roads in Deed Book 208, page 132, hereby request the Scottsbluff City Council to vacate Lots 1 and 2, Block 1, Idlewylde Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska, EXCEPT that part of Lot 1 deeded to the State of Nebraska in Deed Book 208, page 132. A replat of the vacated lots will be provided at a later time.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Timothy G. Reganis, husband

\_\_\_\_\_  
Virginia S. Reganis, wife







# **City of Scottsbluff, Nebraska**

**Monday, June 16, 2014**

**Regular Meeting**

## **Item Resolut.1**

**Council to consider a Resolution extending the obligation of funding for ambulance services.**

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

## RESOLUTION \_\_\_\_\_

Be it resolved by the Mayor and City Council of the City of Scottsbluff, Nebraska that:

1. Effective September 8, 1998, the City of Scottsbluff, the City of Gering, and the County of Scotts Bluff, entered into an agreement for the funding of ambulance services under the Interlocal Cooperation Act, which agreement has been extended on three occasions.
2. Said agreement was last extended for four additional years by Resolution No. 10-7-03 on June 6, 2010 by the Mayor and City Council to be effective through June 30, 2014.
3. Public safety, convenience, and welfare will be enhanced by the continuation of the agreement for an additional period of four years.
4. The City of Scottsbluff now notifies the County Clerk of Scotts Bluff County, Nebraska, and the City Clerk of the City of Gering, Nebraska, of its agreement to continue the obligation of funding ambulance services for an additional period of four years, subject to the same terms and provisions that existed in the agreement of September 8, 1998, which agreement is attached to this Resolution and incorporated by this reference. This obligation will continue through June 30, 2018.
5. This resolution shall become effective immediately upon its adoption.

Passed and approved 16th day of July, 2014.

\_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
CITY CLERK

“SEAL”

**AGREEMENT FOR THE FUNDING OF AMBULANCE  
SERVICES WITHIN SERVICE AREA UNDER THE  
INTERLOCAL COOPERATION ACT**

THIS AGREEMENT, made and entered into this 8th day of September, 1998, by and between the County of Scotts Bluff, the City of Scottsbluff and the City of Gering, all being governmental subdivisions of the State of Nebraska:

**A. Definitions:**

1. SERVICE AREA shall be defined as that area of the State of Nebraska, comprised within the boundaries of Scotts Bluff County, Nebraska, and that area comprised within the boundaries of the corporate limits of the cities of Scottsbluff and Gering, Nebraska.

2. AMBULANCE SERVICES, as used herein, shall be those services agreed to be performed by Valley Ambulance Service, Inc. in that certain agreement under date of the 1st day of July, 19<sup>98</sup>, a copy of which agreement, marked Exhibit A, is attached to this Agreement for purposes of information only. It is understood that the cities of Scottsbluff and Gering, Nebraska, are contracting herein only for the purpose of reimbursing the County of Scotts Bluff, in part, for the cost of service for which the letter has assumed liability under the agreement marked Exhibit A and that none of the parties hereto does by these presents assume any liabilities to or in favor of any person or governmental agency in connection with the operation of the ambulance services provided for in such agreement.

3. INTERLOCAL COOPERATION ACT shall refer to the act set forth in sections 13-801 to 13-827, inclusive, R.R.S. Nebraska 1943, as amended.

**B. Scope and purposes:**

1. There is presently existing in Service Area an urgent need for the furnishing of ambulance service which will comply with Federal Requirements for the reason that various fire departments and allied rescue services have ceased to operate in this area. That the contracting parties herein are desirous of funding the contracting for such services in the Service Area.

2. Scotts Bluff County has contracted for such services, agreeing to pay therefore a specified sum and the other contracting parties herein agree to pay certain sums.

3. The contracting parties, and each of them, have complied with the provisions of section 13-303 R.R.S. Neb. 1943, as amended, having held public hearings and giving notice required by law and the various governing boards of the contracting parties have determined that the funding of such Ambulance Service in the Service Area is necessary.

C. Interlocal Cooperation Agreements:

1. The term of this agreement shall extend from July 1, 1998 to and including June 30, 2002. Prior to June 30, 2002, the contracting parties herein will negotiate further concerning the continuation of such service. In the event that negotiations are not had and the contracting parties herein desire to continue with the plan and funding herein set forth, then the governing bodies of the contracting parties shall notify the County Clerk of Scotts Bluff County, Nebraska, by resolution, thirty days prior to July 1, 2002, of their intention to continue the obligation of funding of said Ambulance Services for a period of four years from July 1, 1998 to June 30, 2002, and that this agreement may be continued for like periods of time thereafter by the same such notification. It is understood, however, that the contract set forth in Exhibit A, has a provision for cancellation upon ninety (90) days notice; that this agreement is subject to that provision, so that in the event the agreement between Contractor and Scotts Bluff County is terminated or canceled for any reason, the obligations as between the contracting parties herein shall likewise terminate.

2. No separate legal or administrative entity is created by this agreement. Payments shall be distributed by appropriate county officer - 13-805 (4) (a) requires an administrator or joint board responsible for the administering the undertaking.

3. For the purpose of funding the cost of the service to be supplied by Valley Ambulance Services, Inc. under the agreement marked Exhibit A, the parties hereto, other than the County of Scotts Bluff, shall pay to the County of Scotts Bluff the following amounts at the following times:

- a. The City of Scottsbluff, Nebraska, shall pay the sum of \$10,564.44 per year.
- b. The City of Gering, Nebraska, shall pay the sum of \$3,794.76 per year.

IN WITNESS WHEREOF the parties hereto have executed this agreement the 8th day  
of September, 198.

SCOTTS BLUFF COUNTY  
BOARD OF COMMISSIONERS

Barbara Eisenach  
Barbara Eisenach, Chairman

Ed Martin  
Ed Martin

Carol L. Johnson  
Carol L. Johnson

ATTEST:

Vera Dulaney  
Vera Dulaney, County Clerk



ATTEST:

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

ATTEST:

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

\_\_\_\_\_  
Esther J. Benson

\_\_\_\_\_  
Roger L. Green

CITY OF GERING, NEBRASKA

\_\_\_\_\_  
Mayor

CITY OF SCOTTSBLUFF, NEBRASKA

\_\_\_\_\_  
Mayor



IN WITNESS WHEREOF the parties hereto have executed this agreement the 8th day  
of September, 1998.

SCOTTS BLUFF COUNTY  
BOARD OF COMMISSIONERS

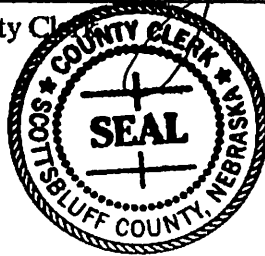
Barbara Eisenach  
Barbara Eisenach, Chairman

Ed Martin  
Ed Martin

Carol L. Johnson  
Carol L. Johnson

ATTEST:

Vera Dulaney  
Vera Dulaney, County Clerk

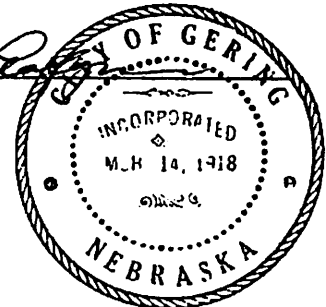


Esther J. Benson

Roger L. Green

CITY OF GERING, NEBRASKA

Douglas C. Lutz  
Mayor



ATTEST:

Pamela K. Richter  
City Clerk

CITY OF SCOTTSBLUFF, NEBRASKA

Mayor

ATTEST:

City Clerk

IN WITNESS WHEREOF the parties hereto have executed this agreement the 8th day  
of September, 198.

SCOTTS BLUFF COUNTY  
BOARD OF COMMISSIONERS

Barbara Eisenach  
Barbara Eisenach, Chairman

Ed Martin  
Ed Martin

Carol L. Johnson  
Carol L. Johnson

ATTEST:

Vera Dulaney  
Vera Dulaney, County Clerk



\_\_\_\_\_  
Esther J. Benson

\_\_\_\_\_  
Roger L. Green

CITY OF GERING, NEBRASKA

\_\_\_\_\_  
Mayor

ATTEST:

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

CITY OF SCOTTSBLUFF, NEBRASKA

Mark Huns  
Mayor

ATTEST:

Linda N. Huns  
Deputy City Clerk



# **City of Scottsbluff, Nebraska**

**Monday, June 16, 2014**

**Regular Meeting**

## **Item Resolut.2**

**Council to consider the Revised 2014 One Year Street Improvement Plan, and approve the Resolution to include the Five Oaks Residential neighborhood.**

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

## Agenda Statement

Item No.

For Meeting of: June 16, 2014

AGENDA TITLE: Resolution approving a revision to the 2014 One Year Street Improvement Plan.

SUBMITTED BY: Mark Bohl, Director of Public Works

PRESENTATION BY: Rick Kuckkahn, City Manager

SUMMARY EXPLANATION: The One Year Street Improvement Plan needs to be amended for the Five Oaks residential development. These projects have been in the Six Year Plan and are being moved to the One Year Plan, as the developer of the property would like to extend these streets yet this year to accommodate more housing. Council needs to approve a resolution for this revision. The revision will be sent to the State of Nebraska Board of Classifications for final approval.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Council approve revision and Mayor sign resolution.

---

### EXHIBITS

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

Other (specify) X Resolution, Revision and Map

Notification List: Yes ☐ No ☐ Further Instructions ☐

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

---

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

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

1. The City Council desires to include these amended projects M-536 (271-A, 272-A, 275-A, 276, 277) in the 2014 One and Six Year Street Improvement Plan to complete this paving phase of the Five Oaks residential street network, as the developer needs to accommodate for more housing in Five Oaks residential development.
2. The project to be amended is set forth on the attached Board of Public Roads and Classifications and Standards; Form 10 Notification of Revision of One-Year Plan.
3. The 2014 One-Year Plan is adopted to include this amendment.
4. The City Clerk is directed to file a copy of this Resolution along with the attached Form 10 Notification of Revision of One-Year Plan with the Board of Public Roads Classifications and Standards.
5. This Resolution shall become effective following its passage and approval.

PASSED AND APPROVED THIS 16<sup>th</sup> day of June, 2014.

\_\_\_\_\_  
Mayor

ATTEST:

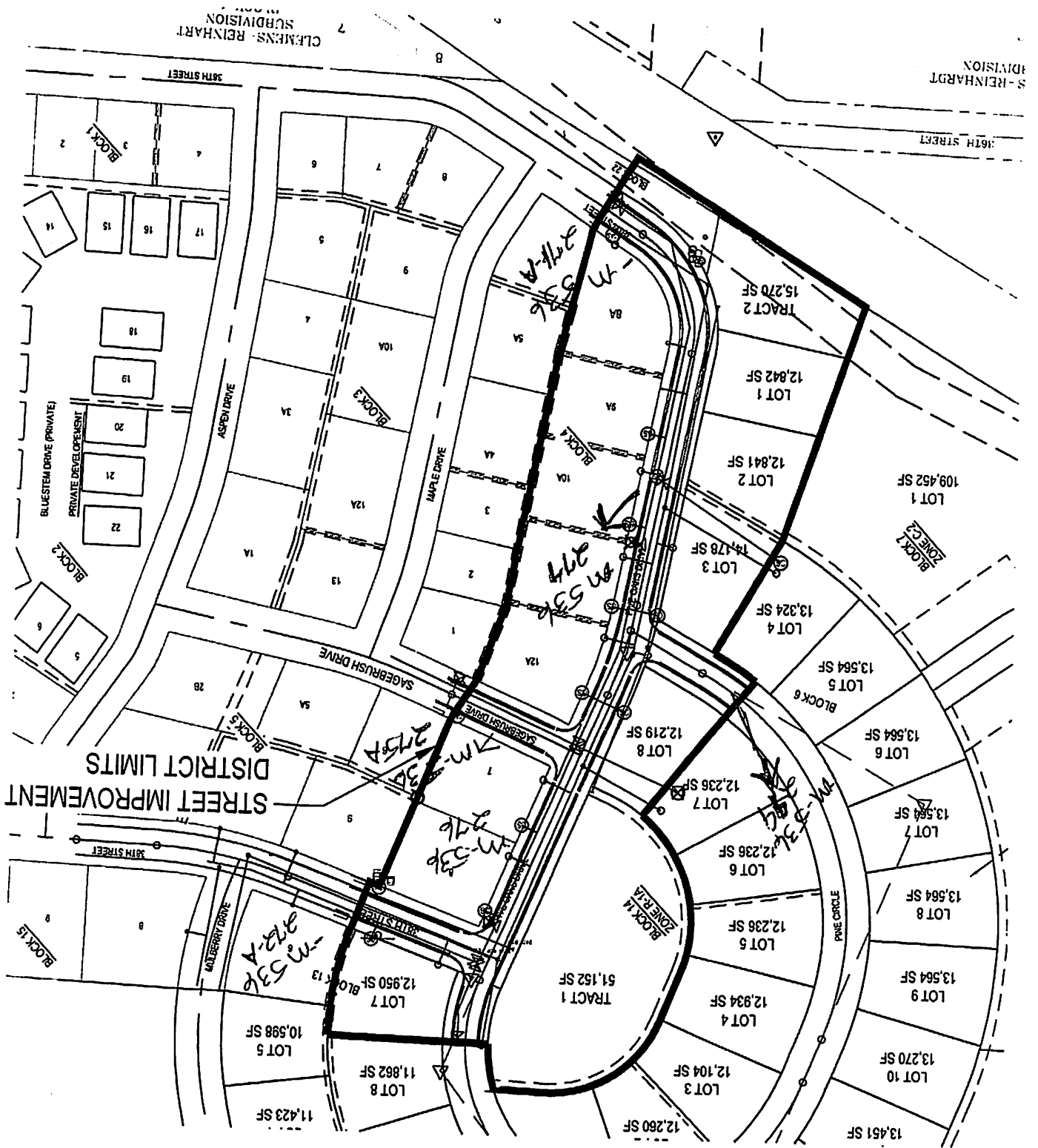
\_\_\_\_\_  
City Clerk

“seal”

## Board of Public Roads Classifications and Standards

County: <b>Scotts Bluff</b>		City: <b>Scottsbluff</b>		Village:		
Reason for Revision: Developer of this residential development wants to pave all the following streets to complete the development .						
Location Description: Five Oak residential development						
Existing Surface Type and Structures: <i>(Such as dirt, gravel, asphalt, concrete, culvert, or bridge)</i> Dirt						
Average Daily Traffic: <b>20</b> = , <b>20</b> =			Classification Type: <i>(As shown on Functional Classification Map)</i> <b>Local</b>			
<b>PROPOSED IMPROVEMENT</b>						
Design Standard Number: <b>Municipal</b>		<b>Surfacing</b>		Thickness: <b>6"</b>	Width: <b>32'</b>	
<input checked="" type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Right of Way	<input checked="" type="checkbox"/> Lighting			
<input type="checkbox"/> Aggregate	<input checked="" type="checkbox"/> Curb & Gutter	<input type="checkbox"/> Utility Adjustments	<input type="checkbox"/>			
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing	<input type="checkbox"/>			
<input type="checkbox"/> Asphalt	<input type="checkbox"/> Erosion Control	<input type="checkbox"/> Sidewalks	<input type="checkbox"/>			
<b>Bridge to Remain in Place</b>		Roadway Width:	Length:		Type:	
<b>New Bridge</b>		Roadway Width:	Length:		Type:	
<b>Box Culvert</b>		Span:	Rise:	Length:	Type:	
<b>Culvert</b>		Diameter:	Length:		Type:	
<b>Bridges and Culverts Sized</b>		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A <input type="checkbox"/> Hydraulic Analysis Pending				
Other Construction Features: This paving project will complete this phase of the Five Oaks residential street network.						
<b>ESTIMATED COST</b> <i>(in Thousands)</i> ★ <b>OPTIONAL</b>	★ <b>COUNTY</b>	★ <b>CITY</b>	★ <b>STATE</b>	★ <b>FEDERAL</b>	★ <b>OTHER</b>	<b>TOTAL</b>
					300	300
Project Length: <i>(Nearest Tenth, State Unit of Measure)</i> <b>.33 Miles</b>			Project No. <b>M-536 (271-A, 272-A, 275-A, 276, 277)</b>			
Signature:		Title: <b>Director of Public Works</b>			Date: <b>June 12, 2014</b>	

# DISTRICT BOUNDARY MAP PAVING DISTRICT NO. 311 FIVE OAKS DRIVE IN FIVE OAKS SUBDIVISION CITY OF SCOTTSBLUFF, NEBRASKA



# **City of Scottsbluff, Nebraska**

**Monday, June 16, 2014**

**Regular Meeting**

## **Item Resolut.3**

**Approval of a revision to the 2014 One Year Street Improvement Plan adding the new street Pine Circle.**

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



## Agenda Statement

Item No.

For Meeting of: June 16, 2014

AGENDA TITLE: Council to consider approving a revision to the 2014 One Year Street Improvement Plan.

SUBMITTED BY: Mark Bohl, Director of Public Works

PRESENTATION BY: Rick Kuckkahn, City Manager

SUMMARY EXPLANATION: The One Year Street Improvement Plan needs to be amended for the Five Oaks residential development. A new project has been added to include 140' west of Five Oaks Drive and will be called Pine Circle. The developer of the property would like to extend this street this year to accommodate more housing. Council needs to approve this additional project and will be sent to the State of Nebraska Board of Classifications for final approval.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Council approve additional project for the 2014 One & Six Year Street Plan.

---

### EXHIBITS

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

Other (specify) X One & Six Year Street Project and Map

Notification List: Yes ☐ No ☐ Further Instructions ☐

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

---

County: <b>Scotts Bluff</b>		City: <b>Scottsbluff</b>		Village:		
Location Description: <b>140' to the west of Five Oaks Drive and will be called Pine Circle.</b>						
Existing Surface Type and Structures: <i>(Such as dirt, gravel, asphalt, concrete, culvert, or bridge)</i> <b>Dirt</b>						
Average Daily Traffic: ..... = ....., ..... = .....			Classification Type: <i>(As shown on Functional Classification Map)</i> <div style="text-align: center;"><b>Local</b></div>			
<b>PROPOSED IMPROVEMENT</b>						
Design Standard Number: <b>Municipal</b>		Surfacing <b>Surfacing</b>		Thickness: <b>6"</b>	Width: <b>32'</b>	
<input checked="" type="checkbox"/> Grading <input checked="" type="checkbox"/> Concrete <input type="checkbox"/> Right of Way <input checked="" type="checkbox"/> Lighting <input type="checkbox"/> Aggregate <input checked="" type="checkbox"/> Curb & Gutter <input type="checkbox"/> Utility Adjustments <input type="checkbox"/> ..... <input type="checkbox"/> Armor Coat <input checked="" type="checkbox"/> Drainage Structures <input type="checkbox"/> Fencing <input type="checkbox"/> ..... <input type="checkbox"/> Asphalt <input type="checkbox"/> Erosion Control <input type="checkbox"/> Sidewalks <input type="checkbox"/> .....						
<b>Bridge to Remain in Place</b>		Roadway Width:		Length:	Type:	
<b>New Bridge</b>		Roadway Width:		Length:	Type:	
<b>Box Culvert</b>		Span:	Rise:	Length:	Type:	
<b>Culvert</b>		Diameter:		Length:	Type:	
<b>Bridges and Culverts Sized</b>		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A <input type="checkbox"/> Hydraulic Analysis Pending				
Other Construction Features: <b>Street network construction for residential development, which will be 140' west of Five Oaks Drive and will be called Pine Circle.</b>						
<b>ESTIMATED COST</b> <i>(in Thousands)</i>	<b>★ COUNTY</b>	<b>★ CITY</b>	<b>★ STATE</b>	<b>★ FEDERAL</b>	<b>★ OTHER</b>	<b>TOTAL</b>
<b>★ OPTIONAL</b>					<b>37</b>	<b>37</b>
Project Length: <i>(Nearest Tenth, State Unit of Measure)</i> <b>.03 Miles</b>			Project No.: <b>M-536 (299)</b>			
Signature:		Title: <b>Director of Public Works</b>			Date: <b>June 12, 2014</b>	

# **City of Scottsbluff, Nebraska**

**Monday, June 16, 2014**

**Regular Meeting**

## **Item Resolut.4**

**Council to consider the Ordinance for Annexation of Block 9, Five Oaks Subdivision, situated on the SE corner of Avenue I and 42nd Street (third reading).**

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

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

AN ORDINANCE ANNEXING A PARCEL OF LAND KNOWN AS BLOCK 9, FIVE OAKS SUBDIVISION LOCATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SCOTTS BLUFF COUNTY, NEBRASKA.

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

Section 1. The owners of the following described real estate (the real estate) have filed a written request that the real estate be annexed into the City of Scottsbluff, Nebraska (the City). The real estate described below is hereby found and declared to be contiguous and adjacent to the corporate limits of the City, to be urban or suburban in character, and not to be agricultural land which is rural in character:

A PARCEL OF LAND KNOWN AS BLOCK 9 OF THE FIVE OAKS FINAL PLAT, CONTAINING 340,728 SQ. FT. (7.82 ACRES), MORE OR LESS, IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 55 WEST, OF THE 6TH PRINCIPAL MERIDIAN, IN SCOTTS BLUFF COUNTY, NEBRASKA, SAID TRACT OR PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 55 WEST, OF THE 6TH PRINCIPAL MERIDIAN, BEING A FOUND 1" DIAMETER STEEL BOLT, FLUSH IN THE SURFACE OF HIGHWAY 71, STAMPED IN PART "SURVEY MARK", WHENCE THE WEST QUARTER CORNER OF SAID SECTION 14, BEING A FOUND 2" DIAMETER ALUMINUM CAP, FLUSH IN THE SURFACE OF HIGHWAY 71, NO STAMPING FOUND, BEARS SOUTH 02°03'39" WEST, A DISTANCE OF 2675.32 FEET; THENCE ALONG SAID WEST LINE OF SECTION 14, SOUTH 02°03'39" WEST, A DISTANCE OF 770.84 FEET; THENCE SOUTH 87°56'21" EAST, A DISTANCE OF 65.00 FEET TO A POINT ON THE EXISTING WESTERLY RIGHT OF WAY OF STATE HIGHWAY 71 AND TO THE POINT OF BEGINNING;

THENCE ALONG THE SAID EXISTING EAST RIGHT OF WAY LINE, NORTH 02°03'39" EAST, A DISTANCE OF 262.75 FEET; THENCE CONTINUING ALONG SAID EXISTING EAST RIGHT OF WAY LINE NORTH 02°37'26" EAST, A DISTANCE OF 475.46 FEET, THENCE ALONG THE EXISTING SOUTH RIGHT OF WAY LINE OF 42ND STREET, SOUTH 88°13'30" EAST, A DISTANCE OF 433.44 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF RED CEDAR DRIVE; THENCE ALONG SAID WEST RIGHT OF WAY LINE, SOUTH 01°52'51" WEST, A DISTANCE OF 813.15 FEET; THENCE ON THE ARC OF A CURVE TO THE RIGHT, A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 31.42 FEET, (A CHORD BEARING SOUTH 46°52'51" WEST, A DISTANCE OF 28.28 FEET) TO A POINT ON NORTH RIGHT OF WAY LINE OF WEST OAK BLVD.; THENCE CONTINUING THE FOLLOWING (5) FIVE COURSES ALONG THE SAID NORTH RIGHT OF WAY LINE:

1. NORTH 88°07'09" WEST, A DISTANCE OF 5.05 FEET;
2. THENCE ON THE ARC OF A CURVE TO THE RIGHT, A RADIUS OF 174.00 FEET, A CENTRAL ANGLE OF 20°00'00", A DISTANCE OF 60.74 FEET, (A CHORD BEARING NORTH 78°07'09" WEST, A DISTANCE OF 60.43 FEET);
3. THENCE NORTH 68°07'09" WEST, A DISTANCE OF 204.03 FEET;
4. THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 226.00 FEET, A CENTRAL ANGLE OF 19°49'11", A DISTANCE OF 78.18 FEET, (A CHORD BEARING NORTH 78°01'45" WEST, A DISTANCE OF 77.79 FEET);
5. THENCE NORTH 87°56'20" WEST, A DISTANCE OF 87.56 FEET TO A POINT ON THE EXISTING EAST RIGHT OF WAY LINE OF STATE HIGHWAY 71 AND TO THE POINT OF BEGINNING.

Section 2. The real estate described in paragraph 1 is hereby annexed to and included within the corporate limits of the City, and hereafter shall be and remain a part of the City for all purposes whatsoever.

Section 3. The owners, occupants and users of the real estate described in paragraph 1 shall be entitled to all the rights and privileges, and subject to all the laws, ordinances, rules and regulations of the City. Such owners, occupants and users shall receive substantially the benefits of other owners, occupants and users of lands within the City as soon as practical and adequate plans and necessary City Council action, if any, to furnish such benefits as police, fire, snow removal and water service shall be adopted as provided in Neb. Rev. Stat. §16-120 (Reissue 2012).

Section 4. This Ordinance shall become effective upon its passage, approval and publication as provided by law.

PASSED AND APPROVED on \_\_\_\_\_, 2014.

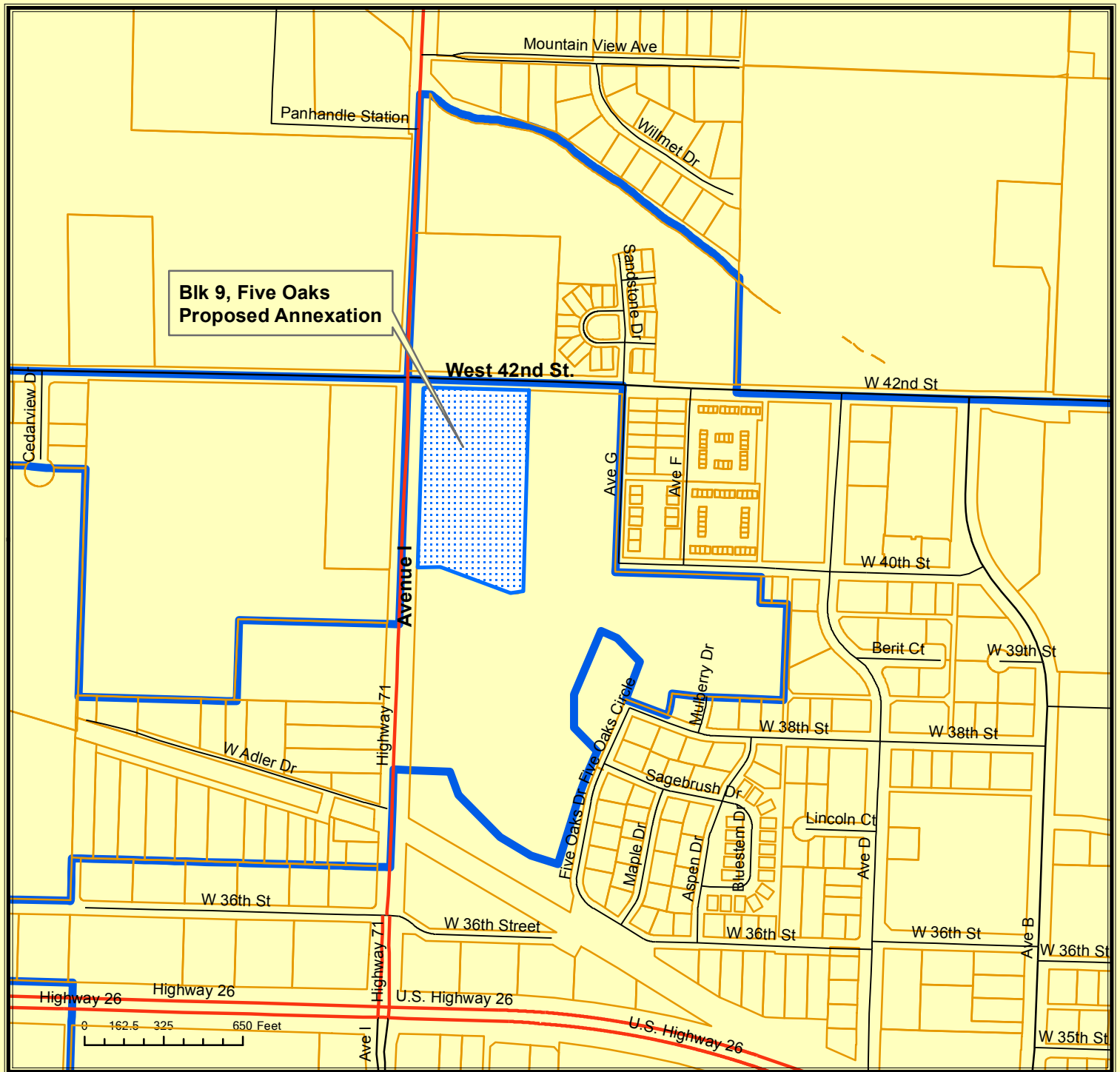
\_\_\_\_\_  
Mayor

ATTEST:

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

# Block 9, Five Oaks Subdivision

Proposed Annexation



4/14/14



Map by A. Urdiales: City of Scottsbluff  
Coordinate System:  
NAD 1983 StatePlane Nebraska FIPS 2600 Feet  
Lambert Conformal Conic

The City makes no representation or warranty as to the accuracy, timeliness, or completeness, and in particular, its accuracy in labeling or displaying dimensions, contours, property boundaries, or placement or location of any map features thereon.

# **City of Scottsbluff, Nebraska**

**Monday, June 16, 2014**

**Regular Meeting**

## **Item Resolut.5**

**Council to consider the Ordinance for Annexation of proposed Block 6, & Block 14, Five Oaks Subdivision, these parcels are west of proposed Five Oaks Drive and north of 36th Street and proposed Sage Brush Drive (third reading).**

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

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

AN ORDINANCE ANNEXING CERTAIN REAL ESTATE LOCATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SCOTTS BLUFF COUNTY, NEBRASKA, PLATTED AND NOW KNOWN AS LOTS 1-3 AND TRACT 2, BLOCK 6 AND LOT 8 AND TRACT 1, BLOCK 14, OF FIVE OAKS SUBDIVISION, CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA.

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

Section 1. The owners of the following described real estate (the "real estate") have filed a written request that the real estate be annexed into the City of Scottsbluff, Nebraska (the "City"). The real estate described below is hereby found and declared to be contiguous and adjacent to the corporate limits of the City, to be urban or suburban in character, and not to be agricultural land which is rural in character:

A parcel of land known as annexation boundary for Lots 1-3 and Tract 2, Block 6, and Lot 8 and Tract 1, Block 14 of the Five Oaks final plat, containing 33,767 sq. ft. (0.775 acres), more or less, in the Northwest Quarter of Section 14, Township 22 North, Range 55 West, of the 6th Principal Meridian, in Scotts Bluff County, Nebraska, said tract or parcel being more particularly described as follows:

**COMMENCING** at the Northwest corner of Section 14, Township 22 North, Range 55 West, of the 6th Principal Meridian, being a found 1" diameter steel bolt, flush in the surface of Highway 71, stamped in part "survey mark", Whence the West sixteenth of said Section 14, being a found 3 1/4" diameter aluminum cap, flush in the surface of 42nd street, stamped in part "Baker & Associates Inc, PLS 731", Bears South 88°13'30" East, a distance of 1326.35 feet; thence South 20°16'36" East, a distance of 1783.86' feet to the **POINT OF BEGINNING**;

Thence North 38°14'05" East, a distance of 181.76 feet;

Thence South 44°35'28 " East, a distance of 47.65 feet;

Thence South 23°24'18" West, a distance of 95.61 feet;

Thence South 20°05'50" West, a distance of 86.55 feet;

Thence South 16°47'22" West, a distance of 307.56 feet;

Thence North 73°30'45" West, a distance of 75.73 feet;

Thence North 18°00'06" East, a distance of 184.60 feet;

Thence North 29°17'26" East, a distance of 146.00 feet;

Thence on the arc of a curve to the right, a radius of 349.00 feet, a central angle of 08°56'40", a distance of 54.48 feet, (a chord bearing North 56°14'15" West, a distance of 54.43 feet), more or less, to the **POINT OF BEGINNING**.

The above described parcel contains 33,767 sq. ft. (0.775 acres), more or less.

**BASIS OF BEARINGS:** All bearings are based on the line connecting the Northwest corner of Section 14, Township 22 North, Range 55 West, of the 6th Principal Meridian and the West sixteenth corner of



said Section 14, being a **GRID** bearing of **South 88°13' 30'' East** a distance of **1326.35' feet** as obtained from a global positioning system (GPS) survey based on the Nebraska High Accuracy Reference Network (NHARN). Said grid bearing is NAD 83 (2011) Nebraska State Plane Zone 2600.

Section 2. The real estate described in paragraph 1 is hereby annexed to and included within the corporate limits of the City, and hereafter shall be and remain a part of the City for all purposes whatsoever.

Section 3. The owners, occupants and users of the real estate described in paragraph 1 shall be entitled to all the rights and privileges, and subject to all the laws, ordinances, rules and regulations of the City. Such owners, occupants and users shall receive substantially the benefits of other owners, occupants and users of lands within the City as soon as practical and adequate plans and necessary City Council action, if any, to furnish such benefits as police, fire, snow removal and water service shall be adopted as provided in Neb. Rev. Stat. §16-120 (Reissue 2012).

Section 4. This Ordinance shall become effective upon its passage, approval and publication as provided by law.

PASSED AND APPROVED on \_\_\_\_\_, 2014.

\_\_\_\_\_  
Mayor

ATTEST:

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

# **City of Scottsbluff, Nebraska**

**Monday, June 16, 2014**

**Regular Meeting**

## **Item Exec1**

**Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda**

**Staff Contact: Mayor Meininger**