

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

Regular Meeting
September 15, 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 September 2, 2014 Regular Meeting.
 - b) Council to set a public hearing for October 6, 2014 at 6:05 p.m. to consider an Ordinance - proposed text changes to zoning districts C-2, PBC, R-1B, and R-4, regarding height requirements.
 - c) Council to set a public hearing for October 6, 2014 at 6:05 p.m. to consider a zone change request for proposed Lots 1 & 9, Block 1; & Lots 1 & 2, Block 2, Premier Estates Subdivision - 40.9 acres, from A - Agricultural to R-1B Rural Residential.
 - d) Council to set a public hearing for October 6, 2014 at 6:05 p.m. to consider a Class CK liquor license application from Racks Sports Bar, LLC dba Backaracks Bar & Grill.
 - e) Council to approve specifications for a new fire engine and authorize the city clerk to advertise for bids to be received by October 17, 2014, 2:00 p.m..
 - f) Cancel the September 29, 2014 Regular Council meeting as two regular meetings will have already been held in the month of September.
7. Claims:
 - a) Regular claims
8. Petitions, Communications, Public Input:
 - a) Council to receive a presentation from Judy Amoo on Art in Public Places.
 - b) Council to consider a Support Agreement with Panhandle Area Development District and authorize the Mayor to execute the Agreement.

- c) Council to consider a Support Agreement with Twin Cities Development and authorize the Mayor to execute the Agreement.
9. Bids & Awards:
- a) Council to consider the recommendation regarding the bid for the Riverside Zoo Entrance and Ave. N intersection.
 - b) Council to consider awarding the bid to First State Bank for warrants based on quotes for interest rates for the period 10/01/14 through 9/30/15.
10. Reports from Staff, Boards & Commissions:
- a) Council to discuss and take action on the Scottsbluff Public School District High School Bond issue.
 - b) Council to consider approval of the contract with the Scottsbluff Firefighters Local #1454, and authorize the Mayor to execute the contract.
 - c) Council to consider entering into a Spectrum Lease Agreement with Sensus for the required FCC licensing needed to operate the FlexNet equipment that will be used to obtain water meter readings and authorize the Mayor to execute the contract.
 - d) Council to authorize City Manager to send a letter to the City of Minatare regarding the permit for transfer of water to Minatare.
 - e) Council to consider approval of \$5,000 of Keno funds to be used as matching funds for a tree grant for Riverside Park.
 - f) Council to consider the purchase of a “Spider Web” playground feature for Riverside Park.
 - g) Council to consider approval of a contract with Extreme Event Productions, LLC for a Zip Line for the annual Harvest Night event.
11. Subdivisions & Public Improvements:
- a) Council to consider the Preliminary Plat for Premier Estates.
 - b) Council to adopt the Energy Element as part of the City’s Comprehensive Plan.
12. Resolution & Ordinances:
- a) Council to consider a Resolution extending the date for written notice of termination in participation in the League Association of Risk Management (LARM) and consider the contribution credits for multi-year commitments.
 - b) Council to consider a request for payment of outstanding warrant principal and interest at Platte Valley Bank and approve the Resolution.
13. Executive Session
- a) Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda.
14. 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

15. Council reports (informational only):
16. Scottsbluff Youth Council Representative report (informational only):
17. Adjournment.

City of Scottsbluff, Nebraska
Monday, September 15, 2014
Regular Meeting

Item Consent1

Approve the minutes of the September 2, 2014 Regular Meeting.

Staff Contact: Cindy Dickinson, City Clerk

The Scottsbluff City Council met in a regular meeting on Tuesday, September 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 August 29, 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 August 29, 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, Scott Shaver and Liz Hilyard. Absent: None.

Mayor Meininger asked if there were any changes to the agenda. Mayor Meininger moved the presentation from Dr. Tom Perkins to the beginning of the meeting. Mayor Meininger asked if any citizens with business not scheduled on the agenda wished to include an item providing the City Council determines the item requires emergency action. There were none.

Moved by Council Member Gonzales, seconded by Mayor Meininger, "to approve the minutes of the August 18, 2014 Regular Meeting," "YEAS", Gonzales, McCarthy, Meininger and Hilyard, "NAYS" Shaver. Absent: None.

Moved by Council Member Shaver, seconded by Council Member Hilyard, "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 September 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

3M CENTER-TRAFFIC CONTROL,PAVEMENT MARKING TAPE,1494.88; ACS FIREHOUSE SOFTWARE,SOFTWARE SUPPORT,1290; AE SERVICES, LLC,DEP SUP,186.4; ALAMAR CORP,EQUIP MAINT,46.43; AMAZON.COM HEADQUARTERS,MISC,366.12; ANITA'S GREENSCAPING INC,PRKNG LOT MNTNCE,496; AUTOZONE STORES, INC,EQUIP REPRS,75.77; B&C STEEL CORPORATION,VEHICLE MTNC,168.4; BAKER & ASSOCIATES INC,RADIOLOGICAL CONTAMINANT STUDY,3953.03; BERNHARDT, KIRK,CON SRV,167; BLUFFS SANITARY SUPPLY INC.,DEPT SUPP,358.51; CARR TRUMBULL LBR INC.,SUPP,70.58; CEMENTER'S INC,CEMENT,120.38; CITIBANK N.A.,DEPT SUPPL,131.05; COLONIAL LIFE & ACCIDENT INSURANCE COMPANY,SUPP INS,48.7; CONTRACTORS MATERIALS INC.,SUPP - SAW BLADES,640.33; CREDIT MANAGEMENT SERVICES

INC.,WAGE ATTACH,306.06; CRESCENT ELECT. SUPPLY COMP INC,BLDG MAINT,157; CYNTHIA GREEN,DEPT SUP,274.84; D & H ELECTRONICS INC.,SUPPLIES,38.6; DALE'S TIRE & RETREADING, INC.,VEHICLE MTNC,2376.53; DANKO EMERGENCY EQUIPMENT CO,PPE GEAR,267.19; DEEDS, RICK,ADV TRVL,228; DOGETT, RONALD L,CON SRV,36; ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC,GIS CLASSES,1515; FASTENAL COMPANY,EQUIP MAINT,12.73; FBM HOLDINGS, LLC,SUBSCRIPTION,397; FEDERAL EXPRESS CORPORATION,SHIPPING FEES,87.62; FLOYD'S TRUCK CENTER, INC,VEHICLE MTNC,274.67; FRANK IMPLEMENT CO,DEP SUP,53.31; GENERAL ELECTRIC CAPITAL CORPORATION,DEP SUP,330.74; GENERAL TRAFFIC CONTROLS, INC,SUPP - CABINET WIRING,115; GERING VALLEY PLUMBING & HTG. INC,EQP MTC,2970; GOLD WATCH LLC,DISPOSAL FEES,1500; GOMEZ, ROBERT,CON SRV,36; GRAPHIC SCREEN PRINTING INC,UNIFORMS,384; H D SUPPLY WATERWORKS LTD,METER SUP,1582.5; HAWKINS, INC.,CHLORINE,4975.4; HD SUPPLY FACILITIES MAINTENANCE LTD,DEPT SUP,142.6; HEILBRUN'S INC.,EQUIP REPAIRS,687.95; ICMA RETIREMENT TRUST-457,DEF COMP,1325.14; IDEAL LAUNDRY AND CLEANERS, INC.,SUPP,233.24; INDEPENDENT PLUMBING AND HEATING, INC,GRD MTC,857.06; INGRAM LIBRARY SERVICES INC,BKS/AV,2684.14; INTERNAL REVENUE SERVICE,W/H TAX,62039.24; INT'L CODE COUNCIL, INC.,DEPT BOOKS,66.98; INT'L INST OF MUNC CLKS,ANNUAL MEMBERSHIP,145; INVENTIVE WIRELESS OF NE, LLC,111-52111-172,62.95; JIRDON AGRI CHEM.INC.,DEP SUP,100; JOHN DEERE FINANCIAL,DEP SUP,90.54; JOHN DEERE FINANCIAL,SUPP,18.98; JOHN DEERE FINANCIAL,EQP MTC,11.98; JOHNSON, RICHARD,CON SRV,800; KEITH A. MARVIN,DEPT CNTRL SRVCS,600; KIMBALL MIDWEST,SUPP - CLEAR SPRAY PAINT,160.56; KRIZ-DAVIS COMPANY,EQUIP MAINT,657.71; LAWSON, JAMY A,CON SRV,18; LCR INC,SUPPLIES,50.4; LEAGUE OF NEBRASKA MUNICIPALITIES,MEMBERSHIPS,2557; LOGAN CONTRACTORS SUPPLY INC,ST. SUPP - SURFACE DETACK,161.12; LUNDGREN SEED & GRAIN PRODUCTS,SPC EVT,35; MAILFINANCE INC,EQUIP LEASE,106.76; MATHESON TRI-GAS INC,DEP SUP,708.54; MENARD, INC,DEPT SUP,282.46; MENDOZA, PAUL,CON SRV,126; NE CHILD SUPPORT PAYMENT CENTER,NE CHILD SUPPORT PYBLE,2137.81; NE DEPT OF REVENUE,SALES & USE TAX,30767.93; NE LIBRARY COMMISSION,SCHL,10; NE REC & PARKS ASSOC,BUS TRV,160; NEBRASKA RURAL WATER ASSOCIATION,TRAINING,655; NEBRASKA MACHINERY CO,PARTS & REPAIRS,394.1; NEBRASKA PEDIATRIC PRACTICE, INC,CONTRACTUAL,65; NEBRASKA PUBLIC POWER DISTRICT,ELECTRIC,32914.17; NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF,DEP SUP,312.07; OCLC ONLINE COMPUTER LIBRARY CENTER, INC,CONT. SVCS,1097.68; OROZCO, BRET T,CON SRV,95; PAGE MY CELL,PAGING SERVICE,600; PANHANDLE COOPERATIVE ASSOCIATION,GASOLINE,24854.93; PANHANDLE ENVIRONMENTAL SERVICES INC,SAMPLES,165; PAUL REED CONSTRUCTION & SUPPLY, INC,GRD MTC,154.42; PELCO CORP,DEP SUP,360; PEPSI COLA OF WESTERN NE LLC,CON SUP,275.15; PLATTE VALLEY BANK,HSA,14105.96; POSTMASTER,POSTAGE,424.58; PRAISE WINDOWS INC,BLDG MAIN,445; QUILL CORP,DEPT SUPPL,820.3; REAMS SPRINKLER SUPPLY CO.,GRD MTC,3284.42; REGIONAL CARE INC,HEALTH PREMIUM,94805.53; REGIONAL WEST MEDICAL CENTER,CONSULTING,526.2; RIOS JR, ESQUIO,CON SRV,72; ROOSEVELT PUBLIC POWER DISTRICT,ELECTRIC,1749.3; RR DONNELLEY,DEPT SUPPL,104.64; S M E C,EMP DEDUCTIONS,238; SANDBERG IMPLEMENT, INC,PARTS FOR HI WEED MOWER,248.17; SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,210; SCOTT, TERRY D,VEH MTC,239.32; SCOTTSBLUFF BODY & PAINT, INC,VEH MAINT,213.8; SCOTTSBLUFF MOTOR CO, INC,EQUIP,26329.2; SCOTTSBLUFF POLICE OFFICERS ASSOCIATION,POLICE EE DUES,378; SCREENVISION DIRECT,STRM WTR CNTRL SRVCS,17.76; SEGELKE, KEVIN & PEGGY,DEPT SUPPLIES,1163.5; SHERIFF'S OFFICE,LEGAL FEES,385.54; SHERWIN

WILLIAMS,RED LATEX PAINT,3182.4; SIMON CONTRACTORS,CONCRETE,6274.91; SNELL SERVICES INC.,ELC MTC,316.55; SOURCE GAS,MONTHLY ENERGY FUEL,1369.36; SPENCER MCMURTRY,DEPT SUPP,1400; SPENCER, KEVIN,SCHOOLS & CONF,230; STATE HEALTH LAB,SAMPLES,2208; STATE OF NE.,CONTRACTUAL,1050; STATE OF NEBR-DEPT OF ADMIN SVC,MONTHLY LONG DISTANCE,141; STRAUB, ROBERT,SCHOOLS & CONF,36; SWANK MOTION PICTURES INC,SPC EVT,349; TEXAS PNEUDRAULIC INC,VEHICLE MTNC,494.43; THE ABY MANUFACTURING GROUP, INC,UNIFORMS,336.25; THE CHICAGO LUMBER COMPANY OF OMAHA INC,SUPP,158.1; THE PEAVEY CORP,INVEST SUPPL,153; TORRINGTON SOD FARMS,DEPT SUP,11.77; TOTAL FUNDS BY HASLER,PSTG,500; TOYOTA FINANCIAL SVCS,RENT-MACH,383.99; UNITED STATES WELDING, INC,DEP SUP,59.85; UPSTART ENTERPRISES, LLC,DEPT SUPPL,30.45; US BANK,SUPPLIES,1482.85; VERIZON WIRELESS,CELL PHONES,567.06; WARD LABORATORIES, INC,STRM WTR SUP,36; WASSON, BRIAN,SCHOOLS & CONF,36; WELLS FARGO BANK N.A.,RETIREMENT,29425.01; WESTERN COOPERATIVE COMPANY,GRD MTC,91.75; WESTERN TRAVEL TERMINAL, LLC,VEH MAINT,18.

Dr. Tom Perkins, Civil Service Commission Chairman, gave the Council an update on activities of the Civil Service Commission. He acknowledged the other members of the commission, Jacque Neu and Mike Schaff and Human Resource Director Jana Bode for their hard work during the meetings, interviews and testing for Police and Firefighters. The process is very efficient and effective due to the hard work of the committee and staff, including Police Chief Kevin Spencer and Fire Chief Dana Miller. In the last two years, the Civil Service Commission has filled two new police officer positions, interviewing 23 candidates and one new firefighter, interviewing 11 candidates. The certification process allows the commission to select those who are fit, ethical, moral and committed to Scottsbluff and its citizens. Mayor Meininger expressed his appreciation for the efforts of the Civil Service Commission.

Mayor Meininger opened the Public Hearing at 6:10 p.m. as scheduled for this date to consider a Class D liquor license application from P.G. 14, LLC dba Route 26 Mart. Jacinto and Enedelia Parra, owners, and Police Chief Kevin Spencer were sworn in to testify on the liquor license. Moved by Council Member Gonzales, seconded by Council Member Shaver, "That the following exhibits, presented on behalf of the City Council, be entered into the record: 1) Liquor License Application for P.G. 14, LLC dba Route 26 Mart; 2) City Council Check List for Section 53-132 (Reissue 2010); 3) Written Statement of Police Chief Kevin Spencer; 4) Written Statement of City Clerk Dickinson; 5) Written Statement of Planning Administrator Urdiales," "YEAS", Gonzales, Shaver, McCarthy, Meininger and Hilyard, "NAYS" None. Absent: None.

Enedelia Parra explained that all employees will receive the Nebraska State Patrol training, and they will also conduct meetings every month. The penalty for an employee who sells to a minor is a \$500.00 fine and they are terminated. These policies are included in their employee handbook. Mrs. Parra or the supervisor will order all alcohol and will take care of all inventory. The liquor is either locked up or kept in the coolers.

Chief Spencer conducted an extensive background check and informed the Council that the Parra's have had a liquor license since 2002 at their restaurant, Ole's. They have had two compliance failures in 2004 and 2012 at the restaurant. He feels the appropriate action was taken on both violations.

There were no comments from the public regarding this liquor license. Mayor Meininger closed the public hearing at 6:15 p.m. He reiterated the importance of keeping alcohol from minors and was confident with the Police Chief's background report. Mrs. Parra added that they have an ID scanner at Route 26 which is used for every sale.

Moved by Council Member Shaver, seconded by Council Member Gonzales, "to forward a positive recommendation to the Nebraska Liquor License Commission regarding the Class D liquor license application from P.G. 14, LLC dba Route 26 Mart, 1722 East 20th St.," "YEAS", Gonzales, Shaver, McCarthy, Meininger and Hilyard, "NAYS" None. Absent: None.

RESOLUTION NO. 14-09-01

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

1. On September 2, 2014, the matter of the application of P.G. 14, LLC, doing business as "Route 26 Mart" for a Retail Class D liquor license at 1722 East 20th St., Scottsbluff, Nebraska, came on for consideration by the Council. The following exhibits were offered and received:

Exhibit 1 - Application of P.G. 14, LLC, doing business as "Route 25 Mart"

Exhibit 2 - City Council Check List for Section 53-132 R.R.S. (Reissue 2010)

Exhibit 3 - Written statement of Police Chief dated August 29, 2014

Exhibit 4 - Written statement of City Clerk dated September 2, 2014

Exhibit 5 - Written statement of Development Services Director dated August 19, 2014

2. Witnesses were sworn and testimony was received in support of the application at the public hearing on this date from Jacinto A. and Enedelia Parra, owners and managers and Police Chief Kevin Spencer spoke on behalf of the City.
3. Upon consideration of the evidence and the criterion to be considered by the City Council pursuant to law, the City Council finds as follows:
 - a. Applicant has demonstrated a fitness, willingness, and ability to properly serve or sell liquor in conformance to the rules and regulations of the Nebraska Liquor Control Act.
 - b. Applicant has met its burden with regard to the check list provided by Section 53-132 R.R.S. (Reissue 2010) and demonstrates a willingness and ability to properly serve or sell liquor in conformance to the rules and regulations of the Nebraska Liquor Control Act and its management and control appears to be sufficient to insure compliance with such rules and regulations.
4. By reason of the above, the Applicant has met the burden of proof and persuasion in producing evidence pertaining to the criterion prescribed in the Nebraska Statutes.
5. Based on the above findings, the City Council approves the application and recommends to the Nebraska Liquor Control Commission that a Retail Class D liquor license be issued to Route 26 Mart, at the premises described in the application.
6. The City Clerk shall transmit a copy of this Resolution to the Commission.
7. Cost of publication: \$17.17.

Passed and approved this 2nd day of September, 2014.

Mayor

ATTEST:

City Clerk

“seal”

Moved by Council Member McCarthy, seconded by Council Member Hilyard, “to forward a positive recommendation to the Nebraska Liquor License Commission regarding the appointment of Enedelia Parra as the manager of the Class D Liquor License for P.G. 14, LLC dba Route 26 Mart, 1722 East 20th St.,” “YEAS”, Gonzales, Shaver, McCarthy, Meininger and Hilyard, “NAYS” None. Absent: None.

Mayor Meininger opened the Public Hearing at 6:20 p.m. to conduct a public hearing as advertised for this date for authorizing the final tax request for the 2014-2015 year at a different amount than the prior year request. City Manager Kuckkahn explained that this public hearing is an annual state requirement if the tax request is different from the previous year. We will be collecting \$11,737 more this year than last year. There were no comments from the public. Mayor Meininger closed the public hearing at 6:21 p.m. Moved by Mayor Meininger, seconded by Council Member McCarthy, “to approve Resolution No. 14-09-02 authorizing the final tax request for the 2014-2015 year at a different amount than the prior year request,” “YEAS”, Gonzales, Shaver, McCarthy, Meininger and Hilyard, “NAYS” None. Absent: None.

RESOLUTION NO. 14-09-02

WHEREAS, Nebraska Revised Statute 77-1601.02 provides that the property tax request for the prior year shall be the property tax request for the current year for purposes of the levy set by the County Board of Equalization unless the Governing Body of the City of Scottsbluff passes by a majority vote a resolution or ordinance setting the tax request at a different amount; and

WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax request; and

WHEREAS, it is in the best interests of the City of Scottsbluff that the property tax request for the current year be a different amount than the property tax request for the prior year.

NOW, THEREFORE, the Governing Body of the City of Scottsbluff, by a majority vote, resolves that:

1. The 2014-2015 property tax request be set at \$1,699,272 for the City of Scottsbluff.
2. The 2014-2015 property tax request be set at \$54,100 for the Business Improvement District.
3. A copy of this resolution be certified and forwarded to the County Clerk on or before October 13, 2014.

PASSED AND APPROVED this 2nd day of September, 2014.

Mayor

ATTEST:

City Clerk

“seal”

Mayor Meininger opened the Public Hearing at 6:22 p.m. for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the FY 2014-2015 budget. City Manager Kuckkahn explained that we have kept the capital improvements program at a minimum to avoid reducing the general fund. All departments are operating at basically the same level as in the past, with the exception of the utility departments, which show a slight increase to cover state and federal mandates. There were no comments from the public. Mayor Meininger closed public hearing at 6:23 p.m.

Mayor Meininger introduced Ordinance No. 4135 which was read by title on first reading: AN ORDINANCE TO ADOPT THE BUDGET STATEMENT TO BE TERMED THE ANNUAL APPROPRIATION BILL; TO APPROPRIATE SUMS FOR NECESSARY EXPENSES AND LIABILITIES; TO PROVIDE FOR AN EFFECTIVE DATE.

Moved by Mayor Meininger, seconded by Council Member Hilyard, “That the statutory rule requiring the Ordinance to be read by title on three different days be suspended.” “YEAS”, Gonzales, McCarthy, Hilyard and Meininger, “NAYS” Shaver. Absent: None. The motion carried having been approved by three-fourths of the Council Members.

Moved by Mayor Meininger, seconded by Council Member Gonzales, “That Ordinance No. 4135 be adopted,” “YEAS”, Gonzales, McCarthy, Hilyard and Meininger, “NAYS” Shaver. Absent: None.

City Manager Kuckkahn began the discussion regarding the promotion of the city sales and use tax which will be placed on the November 4, 2014 election. He explained that the Council and City employees would only be able to provide facts to the public, but are not able to promote the sales tax issue. Council discussed what group would be the best to conduct this promotion effort. Mr. Kuckkahn pointed out that sales tax is the primary source for our general fund services, which provides 4.3 million dollars to our 8.8 million dollar budget. Our current sales tax and LB 840 program have limited property tax increases with specific legislative controls where a \$100,000 home is paying \$216.00 per year to provide Scottsbluff citizens with a full range of core services. Dollar for dollar, the sales tax off-sets property tax dollars. Sales tax is derived from people who visit our community as well as those who live here, and enjoy the amenities we offer. The majority of services the city offers, including police and fire protection, recreation and parks, library, development services and administration will all be affected if the sales tax does not pass. Even if property tax were increased to the maximum allowed, it would not generate as much as the sales tax, leaving the general fund \$2.2 million short.

Staff is looking for direction from Council regarding groups to promote and educate the voters on the facts concerning the sales tax. Twin Cities Development promoted the sales tax during the last election. Council Member Gonzales commented that the LB840 funding is tied to Twin Cities Development, therefore, maybe the LB 840 Citizen Review Committee may be a better group to promote

the economic development part of the ballot question. Mr. Kuckkahn also recommended the NEXT Young Professionals to promote the sales tax portion. Both Mr. Kuckkahn and Mr. Johnson are prepared to provide the facts to service and community organizations. Mayor Meininger suggested splitting the duties between a few organizations. Council Member Hilyard commented that the NEXT Young Professionals would be a good organization to educate the public about the sales tax, since it will have a big impact in the next 10 years.

Council Member Shaver commented that some of the budget consequences that Mr. Kuckkahn listed if the sales tax does not pass, such as restricted police and fire calls, are scare tactics. Mr. Kuckkahn noted that some communities have already been forced to limit their emergency response because of limited budgets. This is his opinion and speculation, but important to know the possible consequences of a limited budget. Council directed staff to contact the NEXT Young Professionals and LB 840 Citizens Review Committee regarding sales tax and economic development educational presentations in the community.

Assistant City Manager Johnson presented the updated pay resolution reflecting the 1.7 Cost of Living Allowance. Both the Police and Fire Unions will have the same increase. Moved by Mayor Meininger, seconded by Council Member Hilyard, "to approve the FY 2014 – 2015 Pay Resolution no. 14-09-03," "YEAS", Gonzales, Shaver, McCarthy, Meininger and Hilyard, "NAYS" None. Absent: None.

RESOLUTION NO. 14-09-03

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

1. That the following Pay Plan for officers and employees of the City of Scottsbluff, Nebraska employed in Classified Positions be approved September 2, 2014 and effective October 6, 2014.

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

<u>Grade</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>L1</u>	<u>L2</u>
2	8.54	8.97	9.42	9.89	10.38	10.90	11.45
3	8.97	9.42	9.89	10.38	10.90	11.45	12.02
4	9.42	9.89	10.38	10.90	11.45	12.02	12.62
5	9.89	10.38	10.90	11.45	12.02	12.62	13.25
6	10.38	10.90	11.45	12.02	12.62	13.25	13.92
7	10.90	11.45	12.02	12.62	13.25	13.92	14.61
8	11.45	12.02	12.62	13.25	13.92	14.61	15.34
9	12.02	12.62	13.25	13.92	14.61	15.34	16.11
10	12.62	13.25	13.92	14.61	15.34	16.11	16.91
11	13.25	13.92	14.61	15.34	16.11	16.91	17.76
12	13.92	14.61	15.34	16.11	16.91	17.76	18.65
13	14.61	15.34	16.11	16.91	17.76	18.65	19.58
14	15.34	16.11	16.91	17.76	18.65	19.58	20.56
15	16.11	16.91	17.76	18.65	19.58	20.56	21.59
16	16.91	17.76	18.65	19.58	20.56	21.59	22.67
17	17.76	18.65	19.58	20.56	21.59	22.67	23.80

18	18.65	19.58	20.56	21.59	22.67	23.80	24.99
19	19.58	20.56	21.59	22.67	23.80	24.99	26.24
20	20.56	21.59	22.67	23.80	24.99	26.24	27.55

BI-WEEKLY RATES

17	1419.61	1490.59	1565.12	1643.38	1725.54	1811.82	1902.41
18	1490.59	1565.12	1643.38	1725.54	1811.82	1902.41	1997.53
19	1565.12	1643.38	1725.54	1811.82	1902.41	1997.53	2097.41
20	1643.38	1725.54	1811.82	1902.41	1997.53	2097.41	2202.28
21	1725.54	1811.82	1902.41	1997.53	2097.41	2202.28	2312.40
22	1811.82	1902.41	1997.53	2097.41	2202.28	2312.40	2428.01
23	1902.41	1997.53	2097.41	2202.28	2312.40	2428.01	2549.42
24	1997.53	2097.41	2202.28	2312.40	2428.01	2549.42	2676.89
25	2097.41	2202.28	2312.40	2428.01	2549.42	2676.89	2810.73
26	2202.28	2312.40	2428.01	2549.42	2676.89	2810.73	2951.27
27	2312.40	2428.01	2549.42	2676.89	2810.73	2951.27	3098.83
28	2428.01	2549.42	2676.89	2810.73	2951.27	3098.83	3253.77
29	2549.42	2676.89	2810.73	2951.27	3098.83	3253.77	3416.46
30	2676.89	2810.73	2951.27	3098.83	3253.77	3416.46	3587.28
31	2810.73	2951.27	3098.83	3253.77	3416.46	3587.28	3766.65

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

HOURLY POSITIONS

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

EXEMPT POSITIONS

Professional, Administrative and Executive

17	Recreation Supervisor	24	Development Serv. Director
18	Utilities Adm. Coordinator	24	City Clerk/Risk Manager
18	Librarian	24	Library Director
20	GIS Analyst	24	Public Safety/Em Mgmt Dir
22	Transportation Supervisor	25	IS Coordinator
22	Park Supervisor	26	Police Captain
22	Water System Supervisor	26	Director of Parks/Recreation
22	Wastewater Plant Supervisor	26	Assistant City Manager
22	Environmental Services Supervisor	27	Director of Human Resources
22	Code Administrator II	28	Director of Public Works
22	Planner	29	Fire Chief
23	Network Administrator	30	Police Chief
23	Planning Administrator	31	Director of Finance

3. That the following pay schedule for officers and employees in Unclassified Positions of the city is approved September 2, 2014 and effective October 6, 2014.

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

Seasonal and Part-time
Hourly Rates

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
School Crossing Guard	\$7.40	\$7.90	\$8.40	\$8.60	\$8.80	\$9.00	\$9.20
Library Page	\$7.40	\$7.90	\$8.40	\$8.60	\$8.80	\$9.00	\$9.20
Laborer	\$8.25	\$8.75	\$9.25	\$9.45	\$9.65	\$9.85	\$10.05

Field Mntc. Groundskeeper	\$8.65	\$9.15	\$9.65	\$9.85	\$10.05	\$10.25	\$10.45

Recreation Aide	\$7.40	\$7.90	\$8.40	\$8.60	\$8.80	\$9.00	\$9.20
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Lifeguard	\$8.65	\$9.15	\$9.65	\$9.85	\$10.05	\$10.25	\$10.45
Head Lifeguard	\$8.95	\$9.45	\$9.95	\$10.15	\$10.35	\$10.55	\$10.75

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

- The Pay Schedule for the position of Firefighters and Fire Captains working a 56 hour week shall be the schedule approved in a Resolution adopted by the Mayor and City Council on September 2, 2014 and effective October 6, 2014.

<u>Class Title</u>	<u>Hourly Pay Schedule (56 hour week)</u>							
	1	2	3	4	5	6	7	8
Firefighter	12.49	13.12	13.77	14.46	15.18	15.94	16.74	17.58
Fire Captain	16.19	17.00	17.85	18.74	19.68	20.66	21.70	22.78

- That the Pay Schedule for the position of Patrol Officer and Police Sergeant shall be the Schedule approved in a resolution approved by the Mayor and City Council on September 2, 2014 to be effective October 6, 2014.

<u>Class Title</u>	<u>Hourly Pay Schedule</u>							
	1	2	3	4	5	6	7	8
Patrol Officer	17.64	18.49	19.38	20.31	21.28	22.31	23.38	24.50
Police Sergeant	21.32	22.34	23.41	24.54	25.71	26.95	28.24	29.60

- Resolution No. 14-03-06 and all other resolutions in conflict with this resolution are repealed.

Passed and approved this 2nd day of September, 2014.

Mayor

ATTEST:

City Clerk

Under Council reports, Public Works Director Mark Bohl, gave an update of the Avenue I project which should be completed in 6-7 days. There may be a few items on the punch list, but the majority of the work should be done in that time frame.

Moved by Mayor Meininger, seconded by Council Member Gonzales, "to adjourn the meeting at 6:45 p.m.," "YEAS", Gonzales, Shaver, McCarthy, Meininger and Hilyard, "NAYS" None. Absent: None.

Mayor

ATTEST:

City Clerk

"SEAL"

City of Scottsbluff, Nebraska

Monday, September 15, 2014

Regular Meeting

Item Consent2

Council to set a public hearing for October 6, 2014 at 6:05 p.m. to consider an Ordinance - proposed text changes to zoning districts C-2, PBC, R-1B, and R-4, regarding height requirements.

Staff Contact: Annie Urdiales, Planning Administrator

Agenda Statement

Item No.

For meeting of: September 15, 2014

AGENDA TITLE: Set public hearing for October 6, 2013 for ordinance proposed text changes to zoning districts C-2, PBC, R-1B, and R-4, regarding Height requirements.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Development Services

PRESENTATION BY: Rick Kuckkahn

SUMMARY EXPLANATION: Set public hearing for zone text changes and corrections regarding height limitations in various zoning districts.

BOARD/COMMISSION RECOMMENDATION: At their regular meeting of September 8, 2014 the Planning Commission made positive recommendation of the zone change and corrections regarding height limits in the C-2 zoning district changing from 25' to 35' and adding language regarding hotels and apartments 45', anything higher than the minimum 45' requires a special permit from the planning commission. Corrections in R-4, R-1B and PBC were also approved. .

STAFF RECOMMENDATION: City Council approve ordinance for text changes and corrections in various zoning districts as stated above.

EXHIBITS

Resolution Ordinance x Contract Minutes Plan/Map x

Other (specify) ☐ _____

NOTIFICATION LIST: Yes No ☐ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

City of Scottsbluff, Nebraska

Monday, September 15, 2014

Regular Meeting

Item Consent3

Council to set a public hearing for October 6, 2014 at 6:05 p.m. to consider a zone change request for proposed Lots 1 & 9, Block 1; & Lots 1 & 2, Block 2, Premier Estates Subdivision - 40.9 acres, from A - Agricultural to R-1B Rural Residential.

Staff Contact: Annie Urdiales, Planning Administrator

City of Scottsbluff, Nebraska

Monday, September 15, 2014

Regular Meeting

Item Consent4

Council to set a public hearing for October 6, 2014 at 6:05 p.m. to consider a Class CK liquor license application from Racks Sports Bar, LLC dba Backaracks Bar & Grill.

Staff Contact: Cindy Dickinson, City Clerk

City of Scottsbluff, Nebraska

Monday, September 15, 2014

Regular Meeting

Item Consent5

Council to approve specifications for a new fire engine and authorize the city clerk to advertise for bids to be received by October 17, 2014, 2:00 p.m..

Staff Contact: Dana Miller, Fire Chief

Agenda Statement

Item No. _____

For meeting of: September 15th, 2014

AGENDA TITLE: Approve specifications for one new Fire Engine, and authorize the City Clerk to advertise for bids to be received until 2:00 P.M. on October 17th, 2014.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Scottsbluff Fire Department

PRESENTATION BY: Rick Kuckkahn, City Manager

SUMMARY EXPLANATION: Replace 1996 Engine with new custom built Engine with funding already in place in MFO account.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Approve specifications and authorize City Clerk to advertise for bids.

Resolution	Ordinance	EXHIBITS Contract	Minutes	Plan/Map
Other (specify)				

NOTIFICATION LIST: Yes ☒ No ☐ Further Instructions

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 2/6/07Cclerk
Master Agenda 2/6/07

INTENT OF SPECIFICATIONS

It is the City of Scottsbluff's intent that these specifications cover the furnishing and delivery to the City a complete apparatus equipped as hereinafter specified. With a view of obtaining the best results and the most acceptable apparatus for service in the fire department, these specifications cover only the general requirements as to the type of construction and tests to which the apparatus must conform, together with certain details as to finish, equipment and appliances with which the successful bidder must conform. Minor details of construction and materials where not otherwise specified are left to the discretion of the bidder, who shall be solely responsible for the design and construction of all features.

The apparatus shall conform to the requirements of the current (at the time of bid) National Fire Protection Association 1901 for Motor Fire Apparatus unless otherwise specified in these specifications.

Bids shall be considered only from companies which have a reputation for quality products in the field of fire apparatus construction and have been in business for a minimum of twenty (20) years.

Each bid shall be accompanied by a set of "Contractor's Specifications" consisting of a detailed description of the apparatus and equipment proposed and to which the apparatus furnished under contract must conform. Computer run-off sheets are not acceptable as descriptive literature.

The specifications shall indicate size, type, model and make of all component parts and equipment.

TIMELY PROPOSALS

It is the bidder's responsibility to see that their proposals arrive on time. Late proposals, facsimiles, e-mails, telegrams, or telephone bids shall not be considered. All proposals must be received no later than 2:00pm MST on October 17th, 2014.

STATEMENT OF EXCEPTIONS TO NFPA 1901

If, at the time of delivery, the apparatus manufacturer is not in compliance, a statement of exceptions must be provided as follows:

- The specific standard affected.
- A statement describing why the manufacturer is not in compliance.
- A description of the remedy, and who the responsible party is.

The document must be signed by an officer of the company, and an authorized agent of the purchaser. **NO EXCEPTIONS**

QUALITY AND WORKMANSHIP

The design of the apparatus must embody the latest approved automotive engineering practices.

The workmanship must be the highest quality in its respective field. Special consideration shall be given to the following points: Accessibility to various areas requiring periodic maintenance, ease of operation (including both pumping and driving) and symmetrical proportions.

Construction must be rugged and ample safety factors must be provided to carry loads as specified and to meet both on and off road requirements and speed as set forth under "Performance Test and Requirements."

PERFORMANCE TESTS AND REQUIREMENTS

A road test shall be documented with the apparatus fully loaded and a continuous run of ten (10) miles or more shall be made under all driving conditions, during which time the apparatus shall show no loss of power or overheating. The transmission drive shaft or shafts, and rear axles shall run quietly and free from abnormal vibration or noise throughout the operating range of the apparatus. The successful bidder shall furnish a weight certification showing weight on the front and rear axle, and the total weight of the completed apparatus at the time of delivery.

1. The apparatus must be capable of accelerating to 30 MPH from a standing start within 25 seconds on a level concrete highway without exceeding the maximum governed engine RPM.
2. The service brakes shall be capable of stopping the fully loaded vehicle within 35 feet from a speed of 25 MPH on a level concrete highway.
3. The apparatus, fully loaded, shall be capable of obtaining speed of 50 MPH on a level highway with the engine not exceeding 95% of its governed RPM (full load).
4. The apparatus shall be tested and approved by a qualified testing agency in accordance with their standard practices for pumping engines.
5. The contractor shall furnish copies of the Pump Manufacturer's Certification of Hydrostatic Test (if applicable), the Engine Manufacturer's current Certified Brake Horsepower Curve and the Manufacturer's Record of Construction Details.

FAILURE TO MEET TESTS

In the event the apparatus fails to meet the test requirements of these specifications on the first trial, a second trial may be made at the option of the bidder within thirty (30) days of the date of the first trials. Such trials shall be final and conclusive and failure to comply with these requirements shall be cause for rejection. Permission to keep and/or store the apparatus in any building owned or occupied by the City shall not constitute acceptance of same.

EXCEPTIONS TO SPECIFICATIONS

The following specifications shall be strictly followed by all bidders. Exceptions shall be considered if they are deemed equal to or superior to the specifications at the sole discretion of the City, provided they are fully explained on a separate page entitled "EXCEPTIONS TO SPECIFICATIONS." Exceptions shall be listed by page and paragraph.

Failure to denote exceptions in the above manner may result in automatic rejection of the bid. In addition a general statement taking "TOTAL EXCEPTION" to the specifications may result in immediate rejection of bid.

GENERAL CONSTRUCTION

The apparatus shall be designed and the equipment mounted with due consideration to distribution of load between the front and rear axles so that all specified equipment, including filled water tank, a full complement of personnel and fire hose shall be carried without injury to the apparatus. Weight balance and distribution shall be in accordance with the recommendations of the International Association of Fire Chiefs and National Fire Association (or American Insurance Association). Certified Laboratories certificate shall be submitted by the manufacturer. Weight of apparatus shall meet all federal axle load laws.

DELIVERY REQUIREMENTS

The apparatus shall be completely equipped as per these specifications upon arrival and on completion of the required tests shall be ready for immediate service in the fire department of the City of Scottsbluff, Nebraska. Any and all alterations required at the scene of delivery to comply with these specifications must be done at the contractor's expense.

PURCHASER RIGHTS

The City of Scottsbluff shall award the bid to the lowest and best responsible bidder to these specifications. The City reserves the right to reject any bid. The City also reserves the right to award in its best interest and reserves the right to waive any non-material formalities in a bid

U.S.A. MANUFACTURER

The entire apparatus shall be assembled within the borders of the Continental United States to ensure more readily available parts (without added costs and delays caused by tariffs and customs) and service, as well as protecting the purchaser should legal action ever be required.

MANUFACTURER'S EXPERIENCE

Each manufacturer shall have been in business making similar apparatus for a minimum of twenty (20) years.

BID SEQUENCE

For ease of evaluation, all bid proposals shall be submitted in the same order as the fire department's specification. **NO EXCEPTIONS.**

PROPOSAL DRAWING

A general layout drawing depicting the apparatus layout and appearance shall be provided with the bid. The drawing shall consist of left side, right side, frontal and rear elevation views. Apparatus equipped with a fire pump, shall have a general layout view of the pump operators panel scaled the same as the elevation views. The drawing shall be a depiction of the actual apparatus proposed and not of a generic similar product.

APPROVAL DRAWING

After the award of bid and pre-construction conference, a detailed layout drawing depicting the apparatus layout and appearance including any changes agreed upon shall be provided for customer review and signature. The drawing shall become part of the contract documents. The drawing shall consist of left side, right side, frontal and rear elevation views. Apparatus equipped with a fire pump, shall have a general layout view of the pump operators panel scaled the same as the elevation views.

PRE-CONSTRUCTION CONFERENCE

After award of the contract, and prior to construction of the apparatus, a pre-construction conference shall be held at the facility of the manufacturer. A provision shall be provided in the bid price for all travel, food and lodging to accommodate three (3) Fire Department personnel.

INSPECTION TRIPS

An inspection trip at the manufacturer's facility prior to delivery of the completed apparatus shall be provided. Accommodations for three (3) Fire Department personnel to include all transportation, food and lodging shall be included in the bid price. A total of 2 (two) inspection trips shall be included (1) pre-construction, (2) pre-final.

PROPOSAL GUARANTEE

A certified check or bid bond in the sum of ten percent (10%) of the total bid price shall be submitted with the "Bid Proposal" at the time of the bid. The full amount of the bid surety shall be returned to the unsuccessful bidders following the award of the contract to the successful bidder.

PERFORMANCE BOND

Within twenty (20) days of notification to the successful bidder by the purchaser, prior to any work commencing on the proposed apparatus, the successful bidder shall, at their own expense, obtain and submit to the purchasing entity a performance bond in the amount of 100% equal to the total contract price. Additionally, each bidder must disclose the price/amount it pays for bonding, per \$1,000. This is to demonstrate the economic stability and credit worthiness of the bidder. NO EXCEPTIONS.

CHASSIS

The chassis shall be designed and manufactured for heavy-duty service with adequate strength and capacity of all components for the intended load to be sustained and the type of service required.

CUSTOM CAB

The cab shall be a full tilt 6-person cab designed specifically for the fire service.

CAB DESIGN

The cab shall be designed specifically for the fire service.

The apparatus chassis shall be of an engine forward, fully enclosed tilt cab design. There shall be four (4) side entry doors.

The cab shall be of a fully open design with no divider wall or window separating the front and rear cab sections.

The cab roof shall utilize extruded, radiused outer corner rails with integral drip channel and box tubing type cross brace supports.

The cab sides shall be constructed from extruded door pillars and posts that provide a finished door opening, extruded and formed wheel well openings supports, formed aluminum wheel well liners and box tubing type support braces.

The cab floor and rear cab wall shall utilize box tubing type framing and support bracing.

The framework shall be of a welded construction that fully unitizes the structural frame of the cab.

The structural extrusion framework shall be overlaid with interlocked aluminum alloy sheet metal panels to form the exterior skin of the cab.

The structural extrusion framework shall support and distribute the forces and stresses imposed by the chassis and cab loads and shall not rely on the sheet metal skin for any structural integrity.

CAB SUB-FRAME

The sub frame shall be painted to match the primary chassis color.

The sub-frame shall be mounted to the chassis through the use of lubricated Kaiser bushings for the front pivot point, and two (2) hydraulically activated cab latches, to secure the rear.

CAB TILT SYSTEM

An electrically powered hydraulic cab tilt system shall be provided, and shall lift the cab to an angle of 45 degrees, exposing the engine and accessories for service. The system shall be interlocked to only operate when the parking brake is set.

The lift system shall be comprised of two (2) hydraulic lift cylinders, an electrically driven hydraulic pump, and a control switch. A mechanical locking system shall be provided to ensure the cab remains in the raised position in the event of a hydraulic failure.

MANUAL CAB LIFT

There shall be a manually operated hydraulic pump for tilting the cab in case the main pump should fail.

CAB DIMENSIONS

The cab shall be designed to satisfy the following **minimum** width and length dimensions:

Minimum Cab Width (excluding mirrors) 96" **Minimum** Total Cab Length (excluding bumper) 124"

APPARATUS HEIGHT

Highest point of Apparatus will not exceed 11'6"

FENDER CROWNS

Polished stainless steel front axle fenderettes with full depth radiused wheel well, liners shall be provided.

GRILLE

The front of the cab shall be equipped with a stainless steel grille with sufficient area to allow proper airflow into the cooling system and engine compartment.

CAB INSULATION

The exterior walls, doors, and ceiling of the cab shall be insulated from the heat and cold, and to further reduce noise levels inside the cab. The cab interior sound levels shall not exceed 90 decibels at 45 mph in all cab seat positions. **NO**

EXCEPTIONS

ROOF DESIGN

The cab shall be a 10" raised roof design with side drip rails.

EXTERIOR GLASS

The cab windshield shall be of a one or two piece curved design utilizing tinted, laminated, automotive approved safety glass. The window shall be held in place by an extruded rubber molding. The cab shall be painted prior to the window installation.

Two (2) fixed position side windows shall be provided between the forward cab area and the crew cab area, one (1) each side and shall utilize tinted, tempered automotive approved safety glass. The windows shall be approximately 20.5" high x 16.50" wide to provide maximum visibility. The side windows shall be held in place by an extruded rubber molding.

The cab door and canopy windows shall utilize tinted, automotive approved safety glass.

CAB STEPS

The lower cab steps shall be no more than 22" from the ground. An intermediate step shall be provided, mid way between the lower cab step, and the cab floor.

The intermediate step shall be slightly inset to provide for safer ingress and egress. All steps shall be covered with material that meets or exceeds the NFPA requirements for stepping surfaces.

STEP LIGHTS

A white LED strip light shall illuminate each interior cab step. These lights shall illuminate whenever the battery switch is on and the cab door is opened.

CAB STRUCTURAL INTEGRITY

The cab of the apparatus shall be designed and so attached to the vehicle as to eliminate, to the greatest possible extent, the risk of injury to the occupants in the event of an accident.

The apparatus cab shall be tested to specific load and impact tests with regard to the protection of occupants of a commercial vehicle.

A test shall be conducted to evaluate the frontal impact strength of the apparatus cab to conform to the test J2420 and the "United Nations Regulation 29, Annex 3, paragraph 4, (Test A). A second test shall be conducted to evaluate the roof strength of the apparatus cab to conform to the Society Of Automotive Engineers (SAE) SAE J2422/SAE J2420 and "United Nations Regulation 29, Annex 3,

paragraph 5, (Test B) and SAE J2420. The evaluation shall consist of the requirements imposed by ECE Regulation 29, Paragraph 5.

The test shall be conducted by a certified independent third party testing institution.

A letter stating successful completion of the above test on the brand of cab being supplied shall be included in the bid.

SEAT BELT TESTING

The seat belt anchorage system shall be tested to meet FMVSS 207 Section 4.2a and FMVSS 210 section 4.2. Testing shall be conducted by an independent third party product evaluation company.

A copy of the certification letter shall be supplied with the bid documents.

POWER WINDOWS

All four(4) cab entry doors shall have power windows. Each door shall be individually operated and the driver's position shall have master control over all windows. The front windows shall roll down completely.

GLOVE BOX

A glove box shall be provided and located directly in front of the officer position.

DELUXE CONSOLE

There shall be a deluxe console mounted on the engine hood between the driver and officer. The console shall be covered in black vinyl material to match the engine hood. The console shall come complete with two drink holders, and recessed wells for storage of gloves, clipboards and other miscellaneous items.

INTERIOR DOOR PANELS

The interior of the cab entry doors shall have a brushed stainless steel scuff plate, contoured to the door, from the door sill down.

The lower portion of the doors shall also have a brushed stainless steel scuff plate and shall include a total of 245 square inches of reflective material on each door, exceeding the NFPA requirement of 96 square inches. The layout shall be opposing ruby red "chevron" stripes on each side. The red striping shall be laid over white 3M reflective materials. The reflective decal shall be plainly visible to oncoming traffic when the doors are in the open position.

CAB ACCESSORY FUSE PANEL

A fuse panel shall be located underneath the rear facing seat on the officer's side. The fuse panel shall consist of six (6) battery hot and six (6) ignition switch circuits. Each circuit shall be capable of 10-ampere 12-volt power and total output of 50-amps. The fuse panel shall be capable of powering accessories such as hand held spotlights, radio chargers, hand light chargers and other miscellaneous 12-volt electrical components.

AIR HORNS

Two (2) Grover 2040 Stuttertone rectangular, chrome plated, air horns shall be recess mounted, one (1) each side behind the perforated grille of the bumper. The air horns shall be controlled by a toggle switch wired through the horn button. A foot switch for the air horns shall also be provided on the engineer's side. An air horn button will also be located on the Officer side dash.

BATTERIES

The batteries shall be installed in a vented 304 stainless steel battery box with a removable aluminum cover to protect the batteries from road dirt and moisture. The batteries are to be placed on dri-deck and secured with a fiberglass hold down. The batteries shall be wired directly to starter motor and alternator. Battery cable terminals shall be soldering dipped, color-coded and labeled on heat shrink tubing with a color-coded rubber boot protecting the terminals from corrosion.

There shall be a 350-ampere fuse protecting the pump primer and a 250-ampere fuse protecting the electric cab tilt pump and other options as required.

BATTERY CHARGING

A Kussmaul Auto Charge 1200 battery system charger shall be provided. A single bar graph display is provided to indicate the state of charge of the battery system. The rated output shall be 40 amps for the vehicle battery system.

A Kussmaul Model 091-55-20-120 super electric auto-eject with weatherproof cover and power interrupt shall be provided.

AIR BRAKE SYSTEM

The vehicle shall be equipped with air-operated brakes. The system shall meet or exceed the design and performance requirements of current FMVSS-121 and test requirements of current NFPA 1901 standards.

Each wheel shall have a separate brake chamber. A dual treadle valve shall split the braking power between the front and rear systems.

All main brake lines shall be color-coded nylon type protected in high temperature rated split plastic loom. The brake hoses from frame to axle shall have spring guards on both ends to prevent wear and crimping as they move with the suspension. All fittings for brake system plumbing shall be brass.

An air dryer shall be provided.

The air system shall be provided with a rapid build-up feature, designed to meet current NFPA 1901 requirements. The system shall be designed so the vehicle can be moved within 60 seconds of startup. The quick build up system shall provide sufficient air pressure so that the apparatus has no brake drag and is able to stop under the intended operating conditions following the 60-second buildup time. The vehicle shall not be required to have a separate on-board electrical air compressor or shoreline hookup to meet this requirement.

Four (4) supply tanks shall be provided. One air reservoir shall serve as a wet tank and a minimum of one tank shall be supplied for each the front and rear axles. A Schrader fill valve shall be mounted in the front of the driver's step well. A spring actuated air release emergency/parking brake shall be provided on the rear axle. One (1) parking brake control shall be provided and located on the engine hood next to the transmission shifter within easy reach of the driver.

AIR BRAKING ABS SYSTEM

An ABS system shall be provided to improve vehicle stability and control by reducing wheel lock-up during braking. This braking system shall be fitted to axles and all electrical connections shall be environmentally sealed from water and weather and be vibration resistant.

The system shall constantly monitor wheel behavior during braking. Sensors on each wheel transmit wheel speed data to an electronic processor, which shall sense approaching wheel lock and instantly modulate brake pressure up to 5 times per second to prevent wheel lock-up. Each wheel shall be individually controlled. To improve field performance, the system shall be equipped with a dual circuit design. The system circuits shall be configured in a diagonal pattern. Should a malfunction occur, that circuit shall revert to normal braking action. A warning light at the driver's instrument panel shall indicate malfunction to the operator.

The system shall consist of a sensor clip, sensor, electronic control unit and solenoid control valve. The sensor clip shall hold the sensor in close proximity to the tooth wheel. An inductive sensor consisting of a permanent magnet with a round pole pin and coil shall produce an alternating current with a frequency proportional to wheel speed. The unit shall be sealed, corrosion-resistant and protected from electro-magnetic interference. The electronic control unit shall monitor the speed of each wheel sensor and a microcomputer shall evaluate wheel slip in milliseconds.

ELECTRONIC STABILITY CONTROL SYSTEM

An Electronic Stability Control (ESC) system shall be provided and installed. The ESC system continually monitors the vertical acceleration, and yaw (horizontal plain rotation) of the vehicle, and compares it to a critical threshold where vehicle rollover may occur. When the critical threshold is met, the ESC shall intervene by reducing engine torque and engaging the engine retarder, while automatically applying both the steering and drive axle brakes as needed. In many cases, activation occurs before the driver is even aware it is needed.

BUMPER

There shall be a 12" high double rib polished stainless steel wrap-around bumper provided at the front of the apparatus. Laser cut perforated grilles shall be incorporated into the bumper and located at the outboard section of the bumper for the air horns and at the center for the siren speaker. The bumper shall be mounted to a reinforcement plate constructed of 1/4" x 10" x 70" carbon steel. A gravel shield shall be provided, constructed of .188" aluminum diamond plate. The bumper extension shall be approximately 16".

STORAGE WELL COMPARTMENT

There shall be a hose well compartment located in the center of the front bumper. The compartment shall have an electric booster hose reel mounted and plumbed. Booster reel will accommodate 150' of 3/4" rubber hose.

COOLING SYSTEM

The cooling system shall be designed to keep the engine properly cooled under all conditions of road and pumping operations. The cooling system shall be designed and tested to meet or exceed the engine and transmission manufacturer's requirements, and EPA regulations.

RADIATOR

The radiator shall be a cross-flow design constructed completely of aluminum with welded side tanks. The radiator shall be bolted to the bottom of the charge air cooler to allow a single depth core, thus allowing a more efficient and serviceable cooling system.

The radiator shall be equipped with a drain cock to drain the coolant for serviceability. The drain cock shall be located at the lowest point of the aluminum cooling system to maximize draining of the system.

CHARGE AIR COOLER

The charge air cooler shall be of a cross-flow design and constructed completely of aluminum with extruded tanks. The charge air cooler shall be bolted to the top of the radiator to allow a single depth core.

COOLANT

The cooling system shall be filled with a 50/50 mix. The coolant makeup shall contain ethylene glycol and de-ionized water to prevent the coolant from freezing to a temperature of -34 degrees F.

HOSES & CLAMPS

Silicone hoses shall be provided for all engine coolant lines.

All radiator hose clamps shall be spring loaded stainless steel constant torque hose clamps for all main hose connections to prevent leaks. Recirculation shields shall be installed where required to prevent heated air from reentering the cooling package and affecting performance.

FAN

The engine cooling system shall incorporate a heavy-duty composite 11- blade Z-series fan. It shall provide the highest cooling efficiently while producing the lowest amount of noise.

A shroud and recirculation shield system shall be used to ensure air that has passed through the radiator is not drawn through again.

The fan tip to radiator core clearance shall be kept at a minimal distance to increase the efficiency of the fan and reduce fan blast noise.

FAN CLUTCH

A fan clutch shall be provided that shall allow the cooling fan to operate only when needed. The fan shall remain continuously activated when the truck is placed in pump gear.

SURGE TANK

The cooling system shall be equipped with an aluminum surge tank mounted to the officer's side of the cooling system core. The surge tank shall house a low coolant probe and sight glass to monitor the coolant level. Low coolant shall be alarmed with the check engine light. The surge tank shall be equipped with a dual seal cap that meets the engine manufacturer's pressure requirements, and system design requirements.

The tank shall allow for expansion and to remove entrained air from the system. There shall also be an extended fill neck to prevent system overfill and encroachment of expansion air space. Baffling shall be installed in the tank to prevent agitated coolant from being drawn into the engine cooling system.

ENGINE ENCLOSURE

An integral, formed aluminum and composite engine enclosure shall be provided. The engine enclosure shall be contoured and blended in an aesthetically pleasing manner with the interior dash and flooring of the cab. The enclosure shall be kept as low as possible, to maximize space and increase crew comfort. The enclosure shall be constructed from 5052 H2 aluminum plate and GRP composite materials, providing high strength, low weight, and superior heat and sound deadening qualities. The exterior shall be covered in heavy duty, molded black vinyl, further reducing noise and heat in the cab.

The underside of the engine enclosure shall be covered with a sound deadening, heat reflective insulation system, and shall further minimize noise (DB levels), and eliminate engine heat from the front and rear of the cab. The insulation material shall be bonded with adhesive and mechanically fastened to the underside of the cab. All seams shall be sealed to prevent water absorption. **NO EXCEPTIONS.** A work light shall be installed in the engine enclosure with an individual switch located on the base of the light.

ENGINE

The apparatus shall be powered by a Cummins Diesel ISL 450 HP.

ENGINE WARRANTY

The engine shall have a five year or 100,000 mile warranty and approval by Cummins for installation in the chassis.

EXHAUST

Exhaust shall be located on the Officer's side. Exhaust shall be fitted to accommodate Plymovent exhaust boot.

STARTER

A 12-volt starter shall be provided, controlled by a switch on the left lower cab dash.

AIR CLEANER/INTAKE

The engine air intake and filter shall be designed in accordance with the engine manufacturer's recommendations. It shall be 99.9% effective in removing airborne contaminants when tested per the industry standard SAE J726 procedure and offer a dirt holding capacity of at least 3.0 gm/cfm of fine dust (tested per SAE J726) offering superior engine protection.

The air filter shall be located at the front of the apparatus and shall be at least 66" above the ground, to allow fording deep water in an emergency situation.

An ember separator shall be provided in the engine air intake meeting, the requirements of NFPA 1901.

An Air Restriction warning light shall be provided and located on the cab dash.

ENGINE BRAKE

The engine shall be equipped with a Jacobs compression engine brake. An "On/Off" switch and a control for "Low/High" shall be provided on the instrument panel within easy reach of the driver. The engine brake shall interface with the ABS brake controller to prevent engine brake operations during adverse braking conditions. A pump shift interlock circuit shall be provided to prevent the engine brake from activating during pumping operations. The brake light shall activate when the engine brake is engaged.

FRAME

The chassis frame shall be of a ladder type design utilizing industry accepted engineering best practices. The frame shall be specifically designed for fire apparatus use. A lifetime warranty shall be provided, per manufacturer's written statement.

FUEL TANK

The chassis shall be equipped with at least a 50-gallon stainless steel rectangular fuel tank. The fuel tank shall be certified to meet FMVSS 393.67 tests. It shall also maintain engine manufacturer's recommended expansion room of 5%.

The fuel tank shall be equipped with a 2 1/4" filler neck assembly with a 3/4" vent located on the left hand side of the tank. A fuel fill cap attached with a lanyard shall be provided. The bottom of the fuel tank shall contain a 1/2" drain plug. The fuel tank shall be mounted in a saddle with a barrier between the tank and the saddle.

CAB HANDRAILS

There shall be four (4) 24" long, handrails provided and installed, one (1) at each cab entrance. The handrails shall be constructed of 1-1/4" diameter, knurled and anodized, 3/8" heavy wall extruded aluminum and mounted utilizing chrome stanchions, which shall provide sufficient space to allow for a gloved hand to grip the rail.

There shall be two (2) rubber coated grab handles provided and mounted on the interior of the cab, one each side, near the windshield post for ingress assistance. The handrail on the driver's side shall be approximately 11" long and the handrail on the officer's side shall be approximately 18" long.

HEATER/DEFROSTER/AIR CONDITIONER

A high performance air conditioning system shall be furnished inside the cab and crew cab. The air conditioning system shall perform as follows: In 100 degree Fahrenheit ambient temperature with 50 percent relative humidity and at maximum compressor speed, the cab and crew cab shall cool down to 75 degrees Fahrenheit within 30 minutes. Actual test results of the air conditioning system, verifying this performance requirement, shall be submitted at delivery. A combination condenser/evaporator with a BTU rating sufficient to meet the performance specification shall be installed on the cab roof.

LOAD MANAGER An electronic load management (ELM) system shall be provided that monitors the vehicles 12-volt electrical system and automatically reduces the electrical load in the event of a low voltage condition. By doing so, this ensures the integrity of the electrical system. The ELM shall monitor the vehicle's voltage while at the scene (parking brake applied). It shall sequentially shut down individual electrical loads when the system voltage drops below a preset value. The ELM shall sequentially re-energize electrical loads as the system voltage recovers

AUTOMATIC HIGH IDLE ACTIVATION

The load management system shall be capable of activating the apparatus high idle system when the system voltage drops below a pre set value. The automatic high idle system shall be deactivated whenever the brake pedal is pressed, and shall remain inactive for two minutes thereafter to allow an operator to override the high idle function and return the engine to idle before PTO engagement.

MASTER BATTERY & IGNITION SWITCH

The vehicle shall be equipped with a keyless ignition, with a two (2)-position Master Battery rocker switch, "Ignition Off/On" and a two (2)-position Engine Start rocker switch, "Off/Start".

WIRING

All wiring shall have XL high temperature crosslink insulation and shall be 10 gauge, 12 gauge, 14 gauge and 18 gauge depending on load. All wiring shall be color-coded, and the function and number stamped at 3" intervals on each wire. All wiring shall be covered with high temperature rated split loom for easy access to wires when trouble shooting. All electrical connectors and main connectors throughout the chassis shall be treated to prevent corrosion.

DOOR AJAR INDICATION

Red LED lights are provided in the forward cab overhead console area, visible to both driver and officer. Upon releasing the apparatus parking brake these lights shall automatically illuminate (flash) if any cab door is open, compartment door is open, any ladder or equipment rack is not in stowed position, stabilizer system deployed or any other device has not been properly stowed that may cause damage if the apparatus is moved.

PUMP SHIFT MODULE

A pump shift module with indicating lights shall be located within easy reach of the driver. A gear lockup shall be provided to hold the transmission in direct drive for pump operation.

HIGH IDLE

The engine shall have a "high idle" switch on the dash that shall maintain an engine RPM of 1,000. The switch shall be installed at the cab instrument panel for activation/deactivation. The "high idle" mode shall become operational only when the parking brake is on and the truck transmission is in neutral.

VEHICLE DATA RECORDER

An Akron / Weldon vehicle data recorder as required by the 2009 edition of NFPA 1901 shall be installed. Vehicle data shall be sampled at the rate of 1 second per 48 hours, and 1 minute per 100 engine hours.

Software shall be provided to allow the fire department to collect the data as needed.

INTERIOR

The cab interior shall be finished in gray Durawear on the full front and rear headliners and rear firewall.

LIGHTING CAB EXTERIOR

Exterior lighting and reflectors shall meet or exceed Federal Motor Vehicle Safety Standards and National Fire Protection Association requirements in effect at this time.

HALOGEN HEADLIGHTS

There shall be dual sealed beam halogen rectangular headlights in custom housings on each side of the front of the cab.

LIGHTING CAB INTERIOR

Interior lighting shall be provided inside the cab for passenger safety. Two (2) ceiling mounted combination red/clear LED dome lights with a push button on/off switch in the light lens. One light shall be located over each the officer and driver's position. The lights shall also activate from the open door switch located in each cab doorjamb.

LIGHTING CREW CAB INTERIOR

Interior lighting shall be provided inside the crew cab for passenger safety. Two (2) ceiling mounted combination red/clear LED dome lights with a push button on/off switch in the light lens shall be provided. The lights shall also activate from the open door switch located in each cab doorjamb.

MIRRORS

Mirrors will be heated 4 way power adjustable.

HELMET STORAGE

A universal style helmet bracket shall be provided for each riding position. A placard shall be provided for each riding position warning that injury may occur if helmets are worn while seated.

SEAT BELT WARNING SYSTEM

A seat belt warning system shall be provided, and shall monitor each seating position. Each seat shall be supplied with a sensor that, in conjunction with the display module located on the dash, shall determine when the seat belt was fastened and if the seat is occupied. An icon shall represent that the seat is properly occupied.

An audible and visual alarm shall be activated if the seat is occupied and/or the belt is not fastened in the proper sequence.

DRIVER'S SEAT

The driver's seat shall be a Bostrom air ride high back, adjustable fore/aft, upholstered with gray tweed Durawear. A 3-point seat belt shall be provided.

OFFICER'S SEAT

The officer's seat shall be a Bostrom Firefighter™ Tanker 450 ABTS SCBA seat. The seat shall have the following features:

- Integrated 3-point seat belt
- "Auto-Pivot & Return" head rest
- Built in lumbar support
- 100% Durawear™ gray tweed seat material

UNDER SEAT STORAGE

There shall be a storage compartment under the officer's seat approximately 15" wide x 10.5" tall x 15.5" deep.

CREW SEATS

The crew cab area shall have four (4) Bostrom Firefighter™ seats. The seating arrangement shall be: two (2) rear facing Bostrom Tanker 450 ABTS SCBA seats and two (2) forward facing Bostrom Tanker 450 ABTS SCBA seats. The seats shall have the following features:

- Integrated 3-point seat belts
 - “Auto-Pivot & Return” head rest
 - Built in lumbar support
 - 100% Durawear™ gray tweed seat material
- A removable upholstered pad shall be provided to cover the crew seat SCBA cavities.

SCBA BOTTLE BRACKET

The officer and crew seats shall come equipped with an H.O. Bostrom SecureAll™ SCBA Locking System capable of securing all U.S. and international SCBA brands and sizes while in transit or for storage on fire trucks. Locking shall be achieved by pushing the SCBA unit (bottle) against the pivot arm to engage the automatic lock system. A top clamp shall surround the top of the SCBA tank for a secure fit in all directions. The bracket shall be equipped with a center guide fork to keep the tank in-place for a safe and comfortable fit in seat cavity.

All adjustment points shall utilize one tool and be easily adjustable.

The bracket system shall be free of straps and clamps that may interfere with auxiliary equipment on SCBA units.

The release handle shall be integrated into the seat cushion for quick and easy release and shall eliminate the need for straps or pull cords to interfere with other SCBA equipment.

The bracket system shall meet NFPA 1901 standards and requirements of EN 1846-2.

FRONT HUB COVERS

Polished stainless steel hub covers shall be provided for the front axle.

REAR HUB COVERS

Polished stainless steel hub covers shall be provided for the rear axle.

MUD FLAPS

Hard rubber mud flaps shall be provided for front and rear tires.

TOW EYES (Front)

There shall be two front tow eyes with 3” diameter holes attached directly to the chassis frame.

TOW EYES (Rear)

There shall be two tow eyes attached directly to the chassis frame rail and shall be chromate acid etched for superior corrosion resistance and painted to match the chassis.

TRANSMISSION

The chassis shall be equipped with a Generation IV Allison EVS3000 six (6) speed automatic transmission. It shall be programmed five (5) speed, sixth gear locked out, for fire apparatus vocation, in concert with the specified engine. An electronic oil level indicator shall be provided as well as a diagnostic reader port connection. The fifth gear shall be an overdrive ratio, permitting the vehicle to reach its top speed at the engine's governed speed. The dipstick shall be dipped in a rubber coating for ease in checking oil level when hot.

TRANSMISSION SHIFTER

An Allison "Touch Pad" shift selector shall be mounted to the right of the driver on the engine cover accessible to the driver. The shift position indicator shall be indirectly lit for nighttime operation.

WINDSHIELD WIPERS

Two (2) black anodized finish two speed synchronized electric windshield wiper system. Dual motors with positive parking. System includes large dual arm wipers with built in washer system. One (1) master control works the wiper, washer and intermittent wipe features. Washer bottle is a remote fill with a 4 quart capacity. Washer fill is located just inside of officer cab door.

MISCELLANEOUS CHASSIS EQUIPMENT

Fluid capacity plate affixed below driver's seat.

Chassis filter part number plate affixed below driver's seat. Maximum rated tire speed plaque near driver.

Tire pressure label near each wheel location.

Cab occupancy capacity label affixed next to transmission shifter. Do not wear helmet while riding plaque for each seating position. NFPA compliant seat belt and standing warning plates provided.

PUMP PANEL

Pump Panel will be of a **Top Mount** pump panel design.

FIRE PUMP

The fire pump shall be a two stage centrifugal type, carefully designed in accordance with good modern practice.

All moving parts in contact with water shall be of high quality bronze or stainless steel. Discharge passage shall be designed to accomplish uniform pressure readings as the actual pump pressure. The rated capacity of the fire pump shall be 1500 gallons per minute in accordance with NFPA# 1901.

HEAT SHIELD

A heat shield shall be installed on the under side of the pump.

PUMP TRANSFER CASE

The drive unit shall be designed of ample capacity for lubricating reserve and to maintain the proper operating temperature. Pump drive unit shall be of sufficient size to withstand up to 16,000 lbs. ft. torque of the engine in both road and pump operating conditions.

The gearbox drive shafts shall be heat treated chrome nickel steel. Input and output shafts shall be at least 2-3/4" in diameter. They shall withstand the full torque of the engine in both road and pump operating conditions.

The engagement of the pump transmission shall be of such design so as to permit transfer of power from road to pump operation only after vehicle is completely stopped.

PRIMING SYSTEM

The priming pump shall be a Trident, venturi based AirPrime System. All wetted metallic parts of the priming system are to be of brass and stainless steel construction. A single panel mounted control shall activate the priming pump and open the priming valve to the pump.

PUMP CERTIFICATION

The pump, when dry, shall be capable of taking suction and discharging water in compliance with NFPA #1901 chapter 14. The pump shall be tested by National Testing and shall deliver the percentages of rated capacities at pressures indicated: 100% of rated capacity @ 150 PSI net pump pressure. 70% of rated capacity @ 200 PSI net pump pressure. 50% of rated capacity @ 250 PSI net pump pressure.

THREAD TERMINATION

National Standard Thread shall terminate the inlets and outlets of the apparatus.

PRESSURE GOVERNOR

Apparatus shall be equipped with a Class1 Pressure Governor that is connected to the Electronic Control Module (ECM) mounted on the engine. The Governor shall operate as a pressure sensor (regulating) governor (PSG) utilizing the engine's data for optimal resolution and response.

Programmable presets for RPM and Pressure settings shall be easily configurable using the menu structure.

Engine RPM, system voltage, engine oil pressure and engine temperature with audible alarm output for all shall be provided.

INTAKE RELIEF

There shall be a Hale stainless steel intake relief valve installed on the intake side of the pump. The surplus water shall be discharged away from the pump operator and terminate with Male NST hose thread. System shall be field adjustable.

AUXILIARY COOLER

An auxiliary cooler shall be furnished to provide additional cooling to the engine under extreme pumping conditions. Water from the pump is to be piped to the coils of the heat exchanger allowing the engine fluid to be cooled as required.

AUXILIARY PUMP HEATER

An auxiliary heater for the pump will be installed.

VALVES

All valves shall be Akron Heavy-Duty swing out 8800/8600 series unless otherwise noted. The valve shall have an all cast brass body with flow optimizing stainless steel ball, and dual polymer seats. The valve shall be capable of dual directional flow while incorporating a self-locking ball feature using an automatic friction lock design and specially designed flow optimizing stainless steel ball.

The valve shall not require the lubrication of seats or any other internal waterway parts, and be capable of swinging out of the waterway for maintenance by the removal of six bolts. The valve shall be compatible with a slow close device. This

valve shall be actuated using manual handles, a Rack & Sector, manual gear, or electric actuator. The manual handles shall be quickly adjustable to one of eight handle positions, and require only 90 degrees travel.

VALVE WARRANTY

The valves shall carry a 10-year warranty.

PUMP CONNECTIONS

All suction and discharge lines (except pump manifolds) 1" and larger shall be heavy-duty stainless steel pipe. Where vibration or chassis flexing may damage or loosen piping or where a coupling is necessary for servicing, a flexible connection shall be furnished. All lines shall be drained by a master drain valve or a separate drain provided at the connection. All individual drain lines for discharges shall be extended with a rubber hose in order to drain below the chassis frame. All water carrying gauge lines shall utilize nylon tubing.

6" PUMP INLETS

Two 6" diameter suction ports with 6" NST male threads shall be provided, one on each side of vehicle. The inlets shall extend through the side pump panels and come complete with removable strainer and long handle chrome-plated cap.

INTAKE VALVE

A Hale Master Intake valve shall be installed on the main pump inlet on engineer's side. It shall be electrically actuated from the pump panel and include a manual override hand wheel on the pump panel. The valve shall include a pressure relief valve to guard against incoming pressure surges.

2.5" RIGHT SIDE INLET

One 2.5" gated inlet valve shall be provided on the right side pump panel. The valve shall be supplied with chrome plate female swivel, plug, chain, and removable strainer.

The valve shall attach directly to the suction side of the pump with the valve body behind the pump panel.

2.5" LEFT SIDE INLET

One 2.5" gated inlet valve shall be provided on the left side pump panel. The valve shall be supplied with chrome plate female swivel, plug, chain, and removable strainer.

The valve shall attach directly to the suction side of the pump with the valve body behind the pump panel.

OUTLETS

The discharge valves shall be constructed of stainless steel. The valves shall be controlled from the operator's panel and shall be equipped with locking handles. Each valve shall be supplied with 2-1/2" National Standard Threads and come with chrome plated female caps and chains. 2-1/2" or larger discharge outlet shall be supplied with a 3/4" quarter turn drain valve located at the outlet. All 2-1/2" and larger discharges shall be supplied with a 30 degree angle down elbow.

2-1/2" OFFICER SIDE DISCHARGE

One (1) 2-1/2" gated discharge shall be located on the Officer side pump panel. The valve shall be connected to the discharge side of the pump with the valve bodies behind the pump panel. A chrome swing type handle located on the pump operator's panel shall control the side discharges.

2-1/2" ENGINEER SIDE DISCHARGES

Two (2) 2-1/2" gated discharges shall be located on the Engineer side pump panel. Each valve shall be connected to the discharge side of the pump with the valve bodies behind the pump panel. Chrome swing type handles located on the pump operator's panel shall control the right side discharges.

2.5" OUTLET LEFT REAR

There shall be a 2.5" gated outlet piped to the left rear, adjacent to the hose bed. The outlet shall be installed with proper clearance for spanner wrenches or adapters. Plumbing shall be 2.5" piping and a full flow 2.5" ball valve with the control at the pump operator's panel.

2.5" RIGHT REAR OUTLET

There shall be a 2.5" gated outlet piped to the right rear, adjacent to the hose bed. The outlet shall be installed with proper clearance for spanner wrenches or adapters. Plumbing shall be 2.5" piping and a full flow 2.5" ball valve with the control at the pump operator's panel.

2.5" PRECONNECT OUTLET ENGINEER SIDE HOSE BED

There shall be a 2.5" gated outlet piped to the engineer side front of the hose bed. Plumbing shall be 2.5" piping and a full flow 2.5" ball valve with the control at the pump operator's panel. Will accommodate 150' of 3" hose with blitz nozzle attached. BlitzFire nozzle will be mounted to the rear of the hose bed.

4" Officer Side Discharge

There shall be a 4" large diameter discharge, with 4" plumbing, located on the officer side pump panel.

An Akron Brass model 8630 3" Swing-Out™ valve shall be provided. The valve shall have an all brass body with flow optimizing stainless steel ball and dual polymer seats. The valve shall be capable of dual directional flow while incorporating a specially designed flow optimizing stainless steel ball. The valve shall not require lubrication of seats or any other internal waterway parts, and must be capable of swinging out of the waterway for maintenance by the removal of six bolts. The valve shall be manufactured and assembled in the United States. The valve shall carry a ten (10) year warranty by the valve manufacturer. The discharge shall terminate MNST thread.

There shall be one (1) Kochek model SKE54R, 4" Female NH swivel rocker lug x 5" Storz 30degree elbow adapter provided. The adapter shall be light weight aluminum with a black K-Coat finish.

There shall be one (1) Kochek model CC507, 5" Storz blind cap with chain provided. The cap shall have a K-Coat finish.

FRONT BUMPER DISCHARGE

A discharge will be placed to accommodate a booster reel of 3/4" rubber hose.

DELUGE RISER

A 3" deluge riser shall be installed above the pump in such a manner that a monitor can be mounted and used effectively. Piping shall be rigidly braced. The riser shall be gated and controlled from the pump operators panel.

MONITOR NOZZLE

An Akron Model #3479 electric monitor shall be provided complete with Akromatic Model 5058 nozzle. The monitor shall have controls at the pump panel area.

The monitor shall be capable of flowing 1000 gpm, as well as capable of the following functions separately or simultaneously;

1. 90 degree horizontal sweep.
2. 120 degree vertical sweep.
3. Change water spray pattern from fog to straight stream

EXTEND-A-GUN

A Task Force Tips Extend-A-Gun model XG18 shall be provided and installed. The unit shall allow the deck gun monitor to extend 18".

CROSSLAYS

Two (2) crosslay hose beds shall be supplied. The piping and valves shall be 2", the swivel shall be 1.5". Each compartment shall hold 200 ft. of 1.75" double jacket hose. Both beds shall be of the same dimension.

CROSSLAY COVER

The crosslays shall be fitted with an aluminum cover. The cover shall have a stainless steel hinge and flaps on the sides capable of being securely fastened.

TANK FILL

A 2" tank fill line shall be provided, using a quarter turn full flow ball valve controlled from the pump operator's panel.

FOAM TANK

There shall be a 20-gallon foam tank. The tank shall be part of the main booster tank. There shall be a 3" PVC fill tower and cap and a tank vent. There shall be a 1-1/2" flanged outlet and drain valve at the lowest point in the tank.

FOAM SYSTEM

The apparatus shall be equipped with a FoamPro 2001 electric, fully automatic, variable speed, discharge side foam proportioning system. The system shall be capable of handling class A and most types of class B foam. (Micro-Blaze Out, Chem Guard 1%) The system shall be equipped with a 12-volt electric motor driven positive displacement foam concentrate pump, rated up to 2.6 gpm, with operating pressures up to 400 psi.

A digital computer control display shall be provided and display shall include the following functions:

- - Push-button control of foam proportioning foam
- - Current flow-per-minute of water
- - Volume of water discharged
- - Flow rate simulation
- - Set-up and diagnostic functions
- - "Low Concentrate" warning light
- - "No Concentrate" warning light

The foam shall be plumbed to all 1-3/4" crosslays.

VALVE CONTROLS

The pump controls and gauges shall be located on the top mount pump panel. All valve controls shall have the corresponding discharge gauge located immediately adjacent to control handle to allow operator to view the discharge pressure without searching the panel.

ESCUTCHEON PLATES

The pump panel shall be equipped with color-coded removable escutcheon plates around the suction and discharge valves.

COLOR CODING/IDENTIFICATION

Each discharge valve control, outlet, and corresponding line gauge shall be color-coded. (Labeling of all valves will be discussed at pre build meeting)

PUMP PANEL LIGHTS

The pump panel controls and gauges shall be illuminated by a minimum of two (2) incandescent lights.

PUMP PANEL GAUGES AND CONTROLS

The following gauges and controls shall be provided at the pump panel:

- Two (2) certified laboratory test gauge outlets.
- Pump primer control.
- Master drain control and additional drains as needed.
- Tank-fill and pump cooler valve controls.
- Tank to pump valve control.
- Pump capacity rating plate.
- All discharge controls.
- Two (2) master pump gauges.
- Gauges on all 1-1/2" and larger discharge lines.
- Air Horn Activation Button
- Scene Light Activation Buttons

4" MASTER GAUGES

The gauges shall be 4" in diameter with white faces and black lettering. The gauges shall have a pressure range of 0-400 psi.

2.5" PRESSURE GAUGES

The gauges shall be 2.5" in diameter with white faces and black lettering. The gauges shall have a pressure range of 0-400 psi.

WATER TANK GAUGE

LED Water tank gauge will be placed on the pump panel. A second LED water tank gauge will be placed in the Cab where it is visible to the Engineer and Officer.

CLASS A FOAM TANK LEVEL GAUGE

A Fire Research TankVision® model WL2600 foam tank volume indicator kit shall be installed. The kit shall include an electronic indicator module, a pressure sensor, and sensor cable. The indicator shall show the volume of Class A foam in the tank on nine (9) easy to see super bright LEDs. A wide view lens over the LEDs shall provide for a viewing angle of 180 degrees. The indicator case shall be waterproof and manufactured of aluminum.

The program features shall be accessed from the front of the indicator module. The program shall support self-diagnostics capabilities, self-calibration, and a

datalink to connect remote indicators. Low water warnings shall include flashing LEDs at 25%, down chasing LEDs when the tank is almost empty.

The indicator shall receive an input signal from an electronic pressure sensor.

The sensor shall be mounted on the outside of the water tank near the bottom; no probe shall be placed on the interior of the tank. Wiring shall be weather resistant and have automotive type plug-in connectors.

The gauge shall be located on the pump operator's panel.

ELECTRIC CORD REELS

There shall be two (2) electric rewind cord reels installed on the apparatus. One (1) on the Officer side and one (1) on the engineer side. The cord reels will each be equipped with 200' of yellow STW Seoprene 10/3 wire installed with a cable stop.

JUNCTION BOX

There shall be an Akron Brass Extenda-Lite back lighted electrical junction box equipped with four (4) receptacles, two (2) per side. Two (2) 20A 125V Twist Lock receptacles and Two (2) 20A 125V Straight Blade receptacles. The cord reels shall be pre wired to the cast aluminum junction box to supply power to the receptacles. An extension cord shall be connected to the junction box through a heavy duty water resistant strain relief and flexible extender.

GENERATOR

A 10kw hydraulic generator will be installed on the apparatus. Generator will be capable of operating with engine at idle.

BODY SUB-FRAME

The chassis shall be fitted with a sub-frame system consisting of a series of steel plate gusseted legs, extending down and out from the chassis frame rails on each side. This system shall provide additional structural support to the running boards and side compartments. A heavy-duty rear platform shall be constructed of the same material to support the rear compartments and rear step. The entire assembly shall be attached to the chassis frame by a series of heavy-duty U-bolts. Self-supporting bodies shall not be acceptable. **NO EXCEPTIONS**

The entire sub frame assembly shall be painted to match the chassis frame color.

APPARATUS BODY

The body shall be constructed of aluminum sheet, bright aluminum diamond plate and structural aluminum extrusions. The body shall be of the modular design to allow for proper flexing of the truck chassis. The body shall be custom built and engineered for proper load distribution on the chassis. An insulator material shall be used where aluminum and steel are in contact to prevent corrosion.

The ceilings, sidewalls and floors of the body compartments shall be constructed of 3/16" smooth aluminum plate

The body framework shall be constructed of aluminum alloy with a tensile strength of at least 35,000 psi.

To eliminate "dead space" and to maximize compartment interior space, there shall be no more than 1/4" between outer and inner walls.

Each compartment shall be properly vented with louvers.

COMPARTMENTATION

Compartments will be designed to allow for the maximum amount of storage possible. There will be a minimum of at least 7 compartments on the body.

COMPARTMENT DOORS

Compartment doors should be roll up style doors.

A door open indicator light shall be provided in the cab.

SCBA CYLINDER COMPARTMENTS

There shall be **at least** six (6) spare breathing air cylinder compartments recessed in the rear fender wells, three (3) left and three (3) right. The compartments shall have brushed stainless doors equipped with a weather resistant flush fitting thumb latch. The interior of the door shall incorporate a rubber seal to keep the compartment free of road debris and moisture. The interior compartment shall be constructed of a high-density polyethylene plastic. (Any additional spare cylinder compartments will be discussed at pre-construction)

ADJUSTABLE SHELVES

There shall be at least six (6) adjustable shelves mounted in the compartments. (Exact compartments and location to be determined at preconstruction)

COMPARTMENT SLIDE OUT TRAY

There shall be at least three (3) slide out trays installed in compartments. (Exact compartment location to be determined at preconstruction)

HOSE BED

The hose bed shall be provided with aluminum slatted flooring radiused at the edges to prevent hose damage from sharp edges. Each hose bed floor section shall be removable for easy access to the water tank.

Hose layout from engineer's side to officer's side:

150' of 3" – preconnect flat load, single stack BlitzFire

200' of 3" - single stack/flat load attack line

1000' of 5.00" – flat load

400' of 3.00" – flat load

400' of 3.00" – flat load

HOSE BED DIVIDER

The hose bed shall be divided by four (4) 3/16" aluminum partitions that are fully adjustable by sliding in tracks located at the front and rear of the hose bed. The dividers shall be located as directed at the pre-construction meeting.

HOSE BED COVER

Heavy Duty vinyl/nylon hose bed cover will be provided and installed.

BOOSTER TANK

The tank shall have a capacity of at least 750 U.S. gallons.

The tank shall be constructed of 1/2" thick polypropylene sheet stock. This material shall be a non-corrosive stress relieved copolymer thermo-plastic and U.V. stabilized for maximum protection. The booster tank shall be of a specific configuration and is so designed to be completely independent of the body and

compartments. All joints and seams shall be welded and/or formed and tested for maximum strength and integrity.

BOOSTER REEL AND EQUIPMENT

One (1) bright aluminum electric rewind compact/narrow style booster reel with sealed joints, leak proof ball bearings, and an adjustable friction brake. The reel shall have a heavy frame to keep the drum, bearings, and rewind mechanism in alignment at all times. The reel shall have roller guides to prevent hose damage while it is being taken on and off of the reel. The electric rewind shall be located for convenience and safety of operation. Positive rewind power shall be assured by the use of sprocket and chain in conjunction with a geared manual crank.

The reel shall be located in the front bumper area, and shall be equipped with 150 ft. of 3/4" best grade booster hose and a 30 gpm nozzle. Booster Reel retract button located at the booster reel(exact position determined at preconstruction).

ELECTRIC SYSTEM

All electrical wiring in the chassis shall be XLP cross link-insulated type. Wiring is to be color-coded and include function codes every three (3) inches. Wiring harnesses shall be routed in protective, heat resistant loom, securely and neatly installed. Two power distribution centers shall be provided in central locations for greater accessibility. The power distribution centers contain automatic thermal self-resetting breakers, power control relays, flashers, diode modules, daytime driving light module, and engine and transmission data links. All breakers and relays are utilized in circuits which amp loads are substantially lower than the respective component rating thus ensuring long component life. Power distribution centers shall be composed of a system of interlocking plastic modules for ease in custom construction. The power distribution centers shall be function oriented. The first is to control major truck function and the second controls overhead switching and interior operations. Each module shall be single function coded and labeled to aid in troubleshooting. The centers also have accessory breakers and relays for future installations. All harnesses and power distribution centers shall be electrically tested prior to installation to ensure the highest system reliability.

All external harness interfaces shall be of a triple seal type connection to ensure a proper connection. The cab/chassis and the chassis/body connection points shall be mounted in accessible locations. Complete chassis wiring schematics shall be supplied with the apparatus.

The wiring harness contained on the chassis shall be designed to utilize wires of stranded copper or copper alloy of a gauge rated to carry 125% of maximum current for which the circuit is protected without exceeding 10% voltage drop across the circuit. The wiring shall be uniquely identified by color code or circuit function code, labeled at a minimum of every three (3) inches. The identification of the wiring shall be referenced on a wiring diagram. All wires conform to SAEJ1127 (Battery Cable), SAEJ1128 (Low Tension Primary Cable), SAEJ1560 (Low Tension Thin Wall Primary Cable).

All harnesses shall be covered with moisture resistant loom with a minimum rating of 300 Degrees Fahrenheit and a flammability rating of VW-1 as defined in

UL62. The covering of jacketed cable has a minimum rating of 289 degree Fahrenheit.

All harnesses are securely installed in areas protected against heat, liquid contaminants and damage. The harness connections and terminations use a method that provides a positive mechanical and electrical connection and are in accordance to the device manufacturers instructions. No connections within the harness shall utilize wire nut, insulation displacement, or insulation piercing components.

All circuits conform to SAE1292. All circuits are provided with low voltage over current protective devices. These devices are readily accessible and protected against heat in excess of component rating, mechanical damage, and water spray. Star washers are not used for ground connections.

BACK-UP ALARM

An automatic self-adjusting electronic back-up alarm producing 87- 112 db shall be installed at the rear between the frame rails. It shall operate whenever the transmission's reverse gear is selected.

COMMUNICATION SYSTEM

A six(6) position FireCom system shall be provided in the cab. The six positions include: engineer, officer and four crew seats. The engineer and officer positions shall be interfaced with radio and will feature PTT. Officer and Engineer will be wireless headsets. The four crew seats will be hard wired headsets.

COMPARTMENT LIGHTING

Each compartment shall be equipped with at least two (2) LED light strips which shall provide a consistent pattern to illuminate the entire compartment.

LED ICC/MARKER LIGHTS

LED type ICC/marker lights shall be provided to meet D.O.T. requirements.

GROUND LIGHTING

The apparatus shall be equipped with lighting capable of illumination to meet NFPA requirements. Lighting shall be provided at areas under the driver and crew riding area exits and shall be automatically activated when the exit doors are opened. Lighting required in other areas such as work areas, steps and walkways shall be activated when the parking brake is applied, provided the ICC lights are on.

UPPER LEVEL WARNING DEVICES

The upper level is divided into zones A, B, C and D and the approved lighting package to be provided shall be as follows:

Zone A (front) shall have one (1) NFPA 1901 compliant light bar, with at least eight (8) LED modules. The light bar shall have red, white and blue LED heads and shall be mounted on the cab roof.

There shall be two brow lights mounted on the front cab. One (1) on Officer side and one (1) on Engineer side.

Zone B (right side) shall be covered by light bar and beacon.

Zone C (rear) shall have rear LED beacons, one (1) red and one (1) blue.

Deflectors shall be mounted on forward side to prevent flash in mirrors.

Zone D (left side) shall be covered by light bar and beacon.

ARROWSTICK

An arrow stick will be installed on the rear of the apparatus above the roll up compartment door. The control head will be located in the cab and easily accessible for the engineer.

BROW MOUNT 12V LIGHTS

There shall be two (2) Extenda-Lite/Akron Brass scene lights with brow mount bracket installed on the apparatus. The mounting brackets shall attach to the bottom of the lighthouse and be machined to conform to the roof radius. All brackets shall be heavy duty, cast aluminum that are powder painted white to match the light head. The light head shall contain 8 high power LEDs.

There shall be two (2) remote switches installed: one (1) on the pump panel and one (1) in the cab chassis.

The lights shall be mounted over the officer and engineer side of the chassis.

LOWER LEVEL WARNING DEVICES

The lower level is divided into zones A, B, C and D and the approved lighting package to be provided shall be as follows:

Zone A (front) shall have a stainless steel warning light housing on each side with two (2) Whelen 600/or similar Super LED red lights mounted in the front of each housing. The inboard pair of lights is in addition to the minimum NFPA warning system and shall be wired through a load-shedding device.

Zone B (right side) shall have at least three (3) Whelen 600 Series/ or similar Super LED lights mounted; one (1) red on the side of the front bumper extension, one (1) blue on side of crew cab and one (1) red over rear wheel well.

Zone C (rear) shall have two (2) Whelen 600 Series/ or similar Super LED lights mounted one each side of the rear of the apparatus. Lights will be red and blue.

Zone D (left side) shall have at least three (3) Whelen 600 Series/ or similar Super LED lights mounted; one (1) red on the side of the front bumper extension, one (1) blue on side of crew cab and one (1) red over rear wheel well.

SIREN

One (1) electronic siren shall be installed at the cab instrument panel complete with noise canceling microphone. The control on the siren head shall actuate the siren.

SIREN SPEAKER

One weatherproof siren speaker shall be provided and mounted behind the bumper. Speaker shall be a 200 watt speaker.

FEDERAL Q2B SIREN

There shall be a Federal Q2B siren installed on the engineer side of the bumper. The siren shall be securely mounted and activated by means of a solenoid and shall include a brake.

A siren foot switch shall be provided for both the driver and officer, one on each side of the cab floor.

GROUND LADDERS

The apparatus shall be equipped with heavy duty, box type "I" beam rail, ground ladders. The ladders shall meet the requirements of NFPA 1931 to ensure proper design and that sufficient strength is available for the service intended. The ground ladders shall be constructed of aluminum with non-welded, field replaceable rung to rail connections to simplify field repairs and removable plated steel butt spurs for added strength. A full 1/2", non-rotting, poly rope shall be provided for easy ladder operation.

One (1) Alco-Lite PEL-24 24 ft. two-section aluminum extension ladder.

One (1) Alco-Lite PRL-14 14 ft. aluminum roof ladder.

One (1) Alco-Lite FL-10' 10 ft. folding ladder.

The ladders shall have lifetime Warranty against manufacturing defects.

LADDER MOUNTING

The ladders shall be mounted on a hydraulic ladder mount on the officer side.

Mount will have ability to store two (2) pike poles as well.

CORROSION REDUCTION POLICY

The manufacturer shall have in place a formal corrosion reduction program and assembly procedures designed for reducing and eliminating the possibility of corrosion. It is understood that fire apparatus shall operate in harsh environments. At the time of the bid the apparatus manufacturer shall show proof of a corrosion policy. Failure to submit this information could be grounds for rejection. If a formal policy is not in place explain in your bid how your firm shall take the necessary steps for corrosion reduction. There shall be no exception to this requirement.

PAINT-TWO TONE CAB

The cab exterior surfaces shall be two (2) colors. The paint break line shall be at the bottom of the windshield.

Top: White Bottom: Red

LETTERING

Lettering of the Engine will be provided. Details to style, size etc. to be determined at pre construction meeting.

STRIPING

A 6" Scotchlite stripe (white) shall be provided across the front of the cab and along each side of the apparatus.

An additional 1" Scotchlite stripe (white) shall be provided above and below the 6" stripe.

STRIPING, CHEVRON STYLE, REAR BODY, OUTBOARD

The apparatus shall have 6" red and yellow reflective Chevron style striping affixed to the outboard right and left portion of the rear body. The striping shall be set in a manner to have the effect of an inverted "V" shape. The stripe shall travel low to high from the outside to the inside.

RADIO INSTALATION

Fire Department will provide all radio equipment to be installed in the cab of the vehicle. Chassis manufacturer will install radio antenna.

MISCELLANEOUS EQUIPMENT FURNISHED

1 pt. touch-up paint

Four (4) Streamlight E-Spot Fire Box with vehicle mount will be installed in the crew cab (location to be determined at preconstruction)

Five (5) Drager PSS 7000 SCBAs with 30 minute cylinders to be placed in all apparatus seats with SCBA brackets.

Five (5) Drager 30 minute spare SCBA cylinders

One (1) ISG INFRASYS EliteXR Thermal Imaging Camera with vehicle mount and charging station will be installed in the crew compartment.

400' 1 3/4" Mercedes Kraken EXO hose

2000' 5" Mercedes Mega Flo Breather hose

1200' 3" Mercedes Kraken EXO hose

Two (2) TFT Flip Tip Nozzle model FTGF34F1F

One (1) TFT BlitzFire mounting bracket to be installed on rear of apparatus.

WHEEL CHOCKS

Two (2) Ziamatic #SAC-44 folding wheel chocks with SQCH-44H holders shall be provided. The wheel chocks shall be located in an area close to the rear axles easily accessible from the side of the apparatus.

OPERATION AND SERVICE MANUALS

Complete "Operation and Service" manuals shall be supplied with the completed apparatus, one (1) printed copy and one (1) CD. Service manual instructions shall include service, maintenance and troubleshooting for major and minor components of the truck. The apparatus manufacturer shall supply part numbers for major components (i.e. Engine, Axles, Transmission, Pump, etc.). A table of contents, hydraulic, air brake and overall apparatus wiring schematics shall be included.

A video demonstration DVD on the operation of the truck shall be supplied with the manuals.

WARRANTIES

The following warranties shall be supplied:

1. The apparatus shall be warranted to be free from mechanical defects in workmanship for a period of one (1) year. The apparatus shall be covered for parts and labor costs associated with repairs for a period one (1) year.
2. Lifetime warranty on the frame.
3. Seven (7) year warranty on paint.
4. Ten (10) year body structural warranty
5. Ten (10) year cab structural warranty
6. Manufacturers Warranties for all major components.
7. Lifetime warranty on booster tank

DELIVERY

The custom built fire apparatus shall be driven from the manufacturing facility to Scottsbluff, Nebraska by a factory trained delivery engineer who shall thoroughly demonstrate the complete apparatus operation and maintenance to the fire department designated personnel.

MANUFACTURING & LOCATIONS

The apparatus shall be manufactured in facilities wholly owned and operated by the company. A complete stock of service parts, and service shall be provided on a 24 hours around the clock basis. The company shall maintain parts and service for a minimum period of twenty (20) years on each apparatus model manufactured.

City of Scottsbluff, Nebraska

Monday, September 15, 2014

Regular Meeting

Item Consent6

Cancel the September 29, 2014 Regular Council meeting as two regular meetings will have already been held in the month of September.

Staff Contact: Cindy Dickinson, City Clerk

City of Scottsbluff, Nebraska

Monday, September 15, 2014

Regular Meeting

Item Claims1

Regular claims

Staff Contact: Renae Griffiths, Finance Director



Expense Approval Report

By Vendor Name

Post Dates 9/3/2014 - 9/15/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 3M CENTER-TRAFFIC CONTROL					
Fund: 212 - TRANSPORTATION					
PAVEMENT MARKING TAPE	DEPARTMENT SUPPLIES				1,123.20
Fund 212 - TRANSPORTATION Total:					1,123.20
Vendor 3M CENTER-TRAFFIC CONTROL Total:					1,123.20
Vendor: ACTION COMMUNICATION INC.					
Fund: 111 - GENERAL					
EQP MTC	EQUIPMENT MAINTENANCE				74.50
EQP MTC	EQUIPMENT MAINTENANCE				145.00
EQUIP MAINT	EQUIPMENT MAINTENANCE				45.00
Raido repair	EQUIPMENT MAINTENANCE				397.00
Fund 111 - GENERAL Total:					661.50
Fund: 212 - TRANSPORTATION					
INSTALL RADIO	CONTRACTUAL SERVICES				158.72
Fund 212 - TRANSPORTATION Total:					158.72
Fund: 621 - ENVIRONMENTAL SERVICES					
SUPPLIES	DEPARTMENT SUPPLIES				27.50
Fund 621 - ENVIRONMENTAL SERVICES Total:					27.50
Fund: 631 - WASTEWATER					
SUPPLIES	DEPARTMENT SUPPLIES				27.50
Fund 631 - WASTEWATER Total:					27.50
Vendor ACTION COMMUNICATION INC. Total:					875.22
Vendor: AHLERS BAKING INC					
Fund: 111 - GENERAL					
DEPT SUPPL	DEPARTMENT SUPPLIES				33.97
Fund 111 - GENERAL Total:					33.97
Vendor AHLERS BAKING INC Total:					33.97
Vendor: ALAMAR CORP					
Fund: 111 - GENERAL					
UNIFORMS/EQUIP MAINT	UNIFORMS & CLOTHING				761.83
UNIFORMS/EQUIP MAINT	EQUIPMENT MAINTENANCE				600.30
UNIFORMS	UNIFORMS & CLOTHING				124.22
Fund 111 - GENERAL Total:					1,486.35
Vendor ALAMAR CORP Total:					1,486.35
Vendor: ALLO COMMUNICATIONS,LLC					
Fund: 111 - GENERAL					
LOCAL TELEPHONE CHARGES	TELEPHONE				250.02
LOCAL TELEPHONE CHARGES	TELEPHONE				69.29
LOCAL TELEPHONE CHARGES	TELEPHONE				67.79
LOCAL TELEPHONE CHARGES	TELEPHONE				37.07
LOCAL TELEPHONE CHARGES	TELEPHONE				227.79
LOCAL TELEPHONE CHARGES	TELEPHONE				240.87
LOCAL TELEPHONE CHARGES	TELEPHONE				291.02
LOCAL TELEPHONE CHARGES	TELEPHONE				1,619.76
LOCAL TELEPHONE CHARGES	TELEPHONE				551.25
LOCAL TELEPHONE CHARGES	TELEPHONE				170.23
LOCAL TELEPHONE CHARGES	TELEPHONE				168.73
Fund 111 - GENERAL Total:					3,693.82

Expense Approval Report

Post Dates: 9/3/2014 - 9/15/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 212 - TRANSPORTATION					
LOCAL TELEPHONE CHARGES	TELEPHONE				517.39
Fund 212 - TRANSPORTATION Total:					517.39
Fund: 213 - CEMETERY					
LOCAL TELEPHONE CHARGES	TELEPHONE				69.29
Fund 213 - CEMETERY Total:					69.29
Fund: 621 - ENVIRONMENTAL SERVICES					
LOCAL TELEPHONE CHARGES	TELEPHONE				194.59
Fund 621 - ENVIRONMENTAL SERVICES Total:					194.59
Fund: 631 - WASTEWATER					
LOCAL TELEPHONE CHARGES	TELEPHONE				168.73
Fund 631 - WASTEWATER Total:					168.73
Fund: 641 - WATER					
LOCAL TELEPHONE CHARGES	TELEPHONE				102.44
Fund 641 - WATER Total:					102.44
Fund: 661 - STORMWATER					
LOCAL TELEPHONE CHARGES	TELEPHONE				34.65
Fund 661 - STORMWATER Total:					34.65
Fund: 721 - GIS SERVICES					
LOCAL TELEPHONE CHARGES	TELEPHONE				34.07
Fund 721 - GIS SERVICES Total:					34.07
Vendor ALLO COMMUNICATIONS,LLC Total:					4,814.98
Vendor: ANDREA FOLCK					
Fund: 111 - GENERAL					
DEPT VOUCHER	BUSINESS TRAVEL				111.61
Fund 111 - GENERAL Total:					111.61
Vendor ANDREA FOLCK Total:					111.61
Vendor: ANITA'S GREENSCAPING INC					
Fund: 216 - BUSINESS IMPROVEMENT					
PRKNG LOTS	CONTRACTUAL SERVICES				175.00
PRKNG LOTS MNTNCE	CONTRACTUAL SERVICES				106.00
Fund 216 - BUSINESS IMPROVEMENT Total:					281.00
Vendor ANITA'S GREENSCAPING INC Total:					281.00
Vendor: ANTHONY J MURPHY					
Fund: 111 - GENERAL					
travel advance	SCHOOL & CONFERENCE				243.00
Fund 111 - GENERAL Total:					243.00
Vendor ANTHONY J MURPHY Total:					243.00
Vendor: ASSURITY LIFE INSURANCE CO					
Fund: 713 - CASH & INVESTMENT POOL					
Life Ins	LIFE INS EE PAYABLE				34.36
Fund 713 - CASH & INVESTMENT POOL Total:					34.36
Vendor ASSURITY LIFE INSURANCE CO Total:					34.36
Vendor: AUTOZONE STORES, INC					
Fund: 111 - GENERAL					
supplies	EQUIPMENT MAINTENANCE				55.02
VEH MAINT	VEHICLE MAINTENANCE				26.98
Fund 111 - GENERAL Total:					82.00
Vendor AUTOZONE STORES, INC Total:					82.00
Vendor: B&C STEEL CORPORATION					
Fund: 111 - GENERAL					
EQP MTC	EQUIPMENT MAINTENANCE				12.64
EQP MTC	EQUIPMENT MAINTENANCE				244.60
EQP MTC	EQUIPMENT MAINTENANCE				14.63

Expense Approval Report

Post Dates: 9/3/2014 - 9/15/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
EQP MTC	EQUIPMENT MAINTENANCE				42.05
EQP MTC	EQUIPMENT MAINTENANCE				97.39
DEP SUP	DEPARTMENT SUPPLIES				25.28
Fund 111 - GENERAL Total:					436.59
Vendor B&C STEEL CORPORATION Total:					436.59
Vendor: BARCO INC.					
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				251.90
Fund 641 - WATER Total:					251.90
Vendor BARCO INC. Total:					251.90
Vendor: BLUFFS SANITARY SUPPLY INC.					
Fund: 111 - GENERAL					
DEPT SUPPL/EQUIP MAINT	DEPARTMENT SUPPLIES				78.07
DEPT SUPPL/EQUIP MAINT	DEPARTMENT SUPPLIES				78.06
DEPT SUPPL/EQUIP MAINT	EQUIPMENT MAINTENANCE				36.27
DEPT SUPPL/EQUIP MAINT	EQUIPMENT MAINTENANCE				36.28
Jan supp	JANITORIAL SUPPLIES				29.13
Jan supp	JANITORIAL SUPPLIES				27.32
Jan supp	JANITORIAL SUPPLIES				168.29
Fund 111 - GENERAL Total:					453.42
Vendor BLUFFS SANITARY SUPPLY INC. Total:					453.42
Vendor: CAPITAL BUSINESS SYSTEMS INC.					
Fund: 111 - GENERAL					
Equip Maint	EQUIPMENT MAINTENANCE				67.33
Cont. svcs	CONTRACTUAL SERVICES				118.04
Fund 111 - GENERAL Total:					185.37
Vendor CAPITAL BUSINESS SYSTEMS INC. Total:					185.37
Vendor: CARR TRUMBULL LBR INC.					
Fund: 212 - TRANSPORTATION					
SUPP	DEPARTMENT SUPPLIES				3.54
SUPP	DEPARTMENT SUPPLIES				30.12
Fund 212 - TRANSPORTATION Total:					33.66
Vendor CARR TRUMBULL LBR INC. Total:					33.66
Vendor: CEMENTER'S INC					
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				338.38
DEPT SUP	DEPARTMENT SUPPLIES				98.44
DEPT SUP	DEPARTMENT SUPPLIES				264.82
DEPT SUP	DEPARTMENT SUPPLIES				240.76
Fund 641 - WATER Total:					942.40
Vendor CEMENTER'S INC Total:					942.40
Vendor: CITY OF GERING					
Fund: 621 - ENVIRONMENTAL SERVICES					
disposal fees	DISPOSAL FEES				39,090.92
Fund 621 - ENVIRONMENTAL SERVICES Total:					39,090.92
Vendor CITY OF GERING Total:					39,090.92
Vendor: CITY OF SCB					
Fund: 111 - GENERAL					
POSTAGE/LEGAL FEES	POSTAGE				23.00
POSTAGE/LEGAL FEES	LEGAL FEES				14.00
Fund 111 - GENERAL Total:					37.00
Vendor CITY OF SCB Total:					37.00

Expense Approval Report

Post Dates: 9/3/2014 - 9/15/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: COMPUTER CONNECTION INC					
Fund: 111 - GENERAL					
RENT-MACHINES	RENT-MACHINES				46.90
Fund 111 - GENERAL Total:					46.90
Vendor COMPUTER CONNECTION INC Total:					46.90
Vendor: CONSOLIDATED MANAGEMENT					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				135.25
SCHOOLS & CONF	SCHOOL & CONFERENCE				157.50
Fund 111 - GENERAL Total:					292.75
Vendor CONSOLIDATED MANAGEMENT Total:					292.75
Vendor: CONTRACTORS MATERIALS INC.					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				28.91
Fund 111 - GENERAL Total:					28.91
Fund: 212 - TRANSPORTATION					
SUPP	DEPARTMENT SUPPLIES				90.16
SUPP	DEPARTMENT SUPPLIES				10.04
SUPP	DEPARTMENT SUPPLIES				661.50
SUPP	DEPARTMENT SUPPLIES				25.28
SUPP - INV. PAINT	DEPARTMENT SUPPLIES				8.42
SUPP	DEPARTMENT SUPPLIES				59.78
SUPP	DEPARTMENT SUPPLIES				117.60
SUPP	DEPARTMENT SUPPLIES				26.46
Fund 212 - TRANSPORTATION Total:					999.24
Vendor CONTRACTORS MATERIALS INC. Total:					1,028.15
Vendor: CREDIT MANAGEMENT SERVICES INC.					
Fund: 713 - CASH & INVESTMENT POOL					
Wage Attach	WAGE ATTACHMENT EE PAY				306.06
Fund 713 - CASH & INVESTMENT POOL Total:					306.06
Vendor CREDIT MANAGEMENT SERVICES INC. Total:					306.06
Vendor: CULLIGAN OF SCOTTSBLUFF					
Fund: 111 - GENERAL					
BUILDING MAINT	BUILDING MAINTENANCE				4.05
BUILDING MAINT	BUILDING MAINTENANCE				4.05
Dept Supp	DEPARTMENT SUPPLIES				16.20
BLDG MAINT	BUILDING MAINTENANCE				8.10
BLDG MAINT	BUILDING MAINTENANCE				8.10
Dept sup	DEPARTMENT SUPPLIES				64.80
Fund 111 - GENERAL Total:					105.30
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				71.40
Fund 621 - ENVIRONMENTAL SERVICES Total:					71.40
Vendor CULLIGAN OF SCOTTSBLUFF Total:					176.70
Vendor: CYNTHIA GREEN					
Fund: 111 - GENERAL					
DEPT SUPPL	DEPARTMENT SUPPLIES				46.71
DEPT SUPPL	DEPARTMENT SUPPLIES				10.11
Dep supp	DEPARTMENT SUPPLIES				18.40
Dep supp	DEPARTMENT SUPPLIES				173.67
Dep supp	DEPARTMENT SUPPLIES				101.90
Dep supp	DEPARTMENT SUPPLIES				-91.71
Dep supp	DEPARTMENT SUPPLIES				29.50
DEPT SUPPL	DEPARTMENT SUPPLIES				154.99

Expense Approval Report

Post Dates: 9/3/2014 - 9/15/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Dept Supp	DEPARTMENT SUPPLIES				18.57
Fund 111 - GENERAL Total:					462.14
Vendor CYNTHIA GREEN Total:					462.14
Vendor: D & H ELECTRONICS INC.					
Fund: 212 - TRANSPORTATION					
ELECT. SUPP	DEPARTMENT SUPPLIES				7.95
Fund 212 - TRANSPORTATION Total:					7.95
Vendor D & H ELECTRONICS INC. Total:					7.95
Vendor: D & H ELECTRONICS					
Fund: 111 - GENERAL					
building suppl.	BUILDING MAINTENANCE				173.21
vehicle repairs	VEHICLE MAINTENANCE				4.98
Fund 111 - GENERAL Total:					178.19
Vendor D & H ELECTRONICS Total:					178.19
Vendor: DALE'S TIRE & RETREADING, INC.					
Fund: 111 - GENERAL					
EQP MTC	EQUIPMENT MAINTENANCE				70.99
EQP MTC	EQUIPMENT MAINTENANCE				34.56
EQP MTC	EQUIPMENT MAINTENANCE				82.78
EQP MTC	EQUIPMENT MAINTENANCE				31.95
Fund 111 - GENERAL Total:					220.28
Fund: 621 - ENVIRONMENTAL SERVICES					
vehicle mtnc	VEHICLE MAINTENANCE				1,280.04
vehicle mtnc	VEHICLE MAINTENANCE				57.76
Fund 621 - ENVIRONMENTAL SERVICES Total:					1,337.80
Vendor DALE'S TIRE & RETREADING, INC. Total:					1,558.08
Vendor: DEADWOOD RESORTS, LLC					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				294.00
SCHOOLS & CONF	SCHOOL & CONFERENCE				294.00
Fund 111 - GENERAL Total:					588.00
Vendor DEADWOOD RESORTS, LLC Total:					588.00
Vendor: DEPARTMENT OF HEALTH AND HUMAN SERVICES					
Fund: 111 - GENERAL					
CLIA program	CONTRACTUAL SERVICES				150.00
Fund 111 - GENERAL Total:					150.00
Vendor DEPARTMENT OF HEALTH AND HUMAN SERVICES Total:					150.00
Vendor: ELLIOTT EQUIPMENT COMPANY INC.					
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				7,400.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					7,400.00
Vendor ELLIOTT EQUIPMENT COMPANY INC. Total:					7,400.00
Vendor: EMERGENCY APPARATUS MAINTENANCE, INC					
Fund: 111 - GENERAL					
vehicle testing	VEHICLE MAINTENANCE				520.05
Engine testing	VEHICLE MAINTENANCE				547.80
Engine testing	VEHICLE MAINTENANCE				760.30
Fund 111 - GENERAL Total:					1,828.15
Vendor EMERGENCY APPARATUS MAINTENANCE, INC Total:					1,828.15
Vendor: ENERGY LABORATORIES, INC					
Fund: 641 - WATER					
SAMPLES	SAMPLES				108.00
Fund 641 - WATER Total:					108.00
Vendor ENERGY LABORATORIES, INC Total:					108.00

Expense Approval Report

Post Dates: 9/3/2014 - 9/15/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: FEDERAL EXPRESS CORPORATION					
Fund: 631 - WASTEWATER					
SHIPPING FEES	POSTAGE				23.38
				Fund 631 - WASTEWATER Total:	23.38
				Vendor FEDERAL EXPRESS CORPORATION Total:	23.38
Vendor: FLOYD'S TRUCK CENTER, INC					
Fund: 621 - ENVIRONMENTAL SERVICES					
vehicle mtnc	VEHICLE MAINTENANCE				1,151.51
vehicle mtnc	VEHICLE MAINTENANCE				180.91
				Fund 621 - ENVIRONMENTAL SERVICES Total:	1,332.42
				Vendor FLOYD'S TRUCK CENTER, INC Total:	1,332.42
Vendor: FYR-TEK					
Fund: 111 - GENERAL					
Bunker Gear	VOLUNTEER FIREMAN				1,725.35
				Fund 111 - GENERAL Total:	1,725.35
				Vendor FYR-TEK Total:	1,725.35
Vendor: GARTON, LYNN					
Fund: 631 - WASTEWATER					
Schools/Conf	SCHOOL & CONFERENCE				320.00
				Fund 631 - WASTEWATER Total:	320.00
				Vendor GARTON, LYNN Total:	320.00
Vendor: GENERAL ELECTRIC CAPITAL CORPORATION					
Fund: 111 - GENERAL					
DEPT VHCL MNTNC	VEHICLE MAINTENANCE				97.27
				Fund 111 - GENERAL Total:	97.27
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				60.05
				Fund 621 - ENVIRONMENTAL SERVICES Total:	60.05
				Vendor GENERAL ELECTRIC CAPITAL CORPORATION Total:	157.32
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: H D SUPPLY WATERWORKS LTD					
Fund: 641 - WATER					
METERS	METERS				9,172.17
METERS	METERS				6,178.08
				Fund 641 - WATER Total:	15,350.25
				Vendor H D SUPPLY WATERWORKS LTD Total:	15,350.25
Vendor: HAWKINS, INC.					
Fund: 641 - WATER					
CHLORINE	CHEMICALS				4,361.00
				Fund 641 - WATER Total:	4,361.00
				Vendor HAWKINS, INC. Total:	4,361.00
Vendor: HD SUPPLY FACILITIES MAINTENANCE LTD					
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				581.66
EQUIP MAINT	EQUIPMENT MAINTENANCE				3,720.37
				Fund 631 - WASTEWATER Total:	4,302.03
				Vendor HD SUPPLY FACILITIES MAINTENANCE LTD Total:	4,302.03
Vendor: HEILBRUN'S INC.					
Fund: 111 - GENERAL					
credit hose return	VEHICLE MAINTENANCE				-22.69

Expense Approval Report

Post Dates: 9/3/2014 - 9/15/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
supplies	DEPARTMENT SUPPLIES				70.60
vehicle repairs	VEHICLE MAINTENANCE				9.90
				Fund 111 - GENERAL Total:	57.81
Fund: 212 - TRANSPORTATION					
PARTS - BATTERY	VEHICLE MAINTENANCE				267.12
SUPP	DEPARTMENT SUPPLIES				99.99
PARTS	VEHICLE MAINTENANCE				24.66
				Fund 212 - TRANSPORTATION Total:	391.77
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				797.08
				Fund 621 - ENVIRONMENTAL SERVICES Total:	797.08
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				158.14
				Fund 631 - WASTEWATER Total:	158.14
				Vendor HEILBRUN'S INC. Total:	1,404.80
Vendor: HOME DEPOT CREDIT SERVICES					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				95.52
EQP MTC	EQUIPMENT MAINTENANCE				19.94
				Fund 111 - GENERAL Total:	115.46
				Vendor HOME DEPOT CREDIT SERVICES Total:	115.46
Vendor: HYDRONIC WATER MANAGEMENT					
Fund: 111 - GENERAL					
Equip main	EQUIPMENT MAINTENANCE				425.00
				Fund 111 - GENERAL Total:	425.00
				Vendor HYDRONIC WATER MANAGEMENT Total:	425.00
Vendor: ICMA RETIREMENT TRUST-457					
Fund: 713 - CASH & INVESTMENT POOL					
Def Comp	DEFERRED COMP EE PAY				1,325.14
				Fund 713 - CASH & INVESTMENT POOL Total:	1,325.14
				Vendor ICMA RETIREMENT TRUST-457 Total:	1,325.14
Vendor: IDEAL LAUNDRY AND CLEANERS, INC.					
Fund: 111 - GENERAL					
UNIFORMS	UNIFORMS & CLOTHING				96.39
UNIFORMS	UNIFORMS & CLOTHING				96.39
DEP SUP	DEPARTMENT SUPPLIES				20.00
DEP SUP	DEPARTMENT SUPPLIES				108.52
JAN SUP	JANITORIAL SUPPLIES				81.03
UNIFORMS	UNIFORMS & CLOTHING				100.98
DEP SUP	DEPARTMENT SUPPLIES				10.00
JAN SUP	JANITORIAL SUPPLIES				40.30
JAN SUP	JANITORIAL SUPPLIES				26.96
UNIFORMS	UNIFORMS & CLOTHING				91.80
JAN SUP	JANITORIAL SUPPLIES				39.52
UNIFORMS	UNIFORMS & CLOTHING				96.39
Jan supp	JANITORIAL SUPPLIES				70.41
Jan supp	JANITORIAL SUPPLIES				70.41
				Fund 111 - GENERAL Total:	949.10
Fund: 212 - TRANSPORTATION					
SUPP	DEPARTMENT SUPPLIES				93.61
				Fund 212 - TRANSPORTATION Total:	93.61
Fund: 621 - ENVIRONMENTAL SERVICES					
Dept supplies	DEPARTMENT SUPPLIES				178.89
				Fund 621 - ENVIRONMENTAL SERVICES Total:	178.89

Expense Approval Report

Post Dates: 9/3/2014 - 9/15/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 641 - WATER					
MATS	DEPARTMENT SUPPLIES				26.10
				Fund 641 - WATER Total:	26.10
				Vendor IDEAL LAUNDRY AND CLEANERS, INC. Total:	1,247.70

Vendor: INDEPENDENT PLUMBING AND HEATING, INC

Fund: 111 - GENERAL					
GRD MTC	GROUNDS MAINTENANCE				3.40
GRD MTC	GROUNDS MAINTENANCE				11.64
GRD MTC	GROUNDS MAINTENANCE				10.60
GRD MTC	GROUNDS MAINTENANCE				1.36
GRD MTC	GROUNDS MAINTENANCE				1.56
				Fund 111 - GENERAL Total:	28.56
				Vendor INDEPENDENT PLUMBING AND HEATING, INC Total:	28.56

Vendor: INGRAM LIBRARY SERVICES INC

Fund: 111 - GENERAL					
Bks	BOOKS				215.65
Bks	BOOKS				135.67
Bks	BOOKS				98.53
Bks	BOOKS				46.20
				Fund 111 - GENERAL Total:	496.05
				Vendor INGRAM LIBRARY SERVICES INC Total:	496.05

Vendor: INTERNAL REVENUE SERVICE

Fund: 713 - CASH & INVESTMENT POOL					
Pyrl W/H	MEDICARE W/H EE PAYABLE				3,752.03
Pyrl W/H	FICA W/H EE PAYABLE				13,862.84
Pyrl W/H	FED W/H EE PAYABLE				26,964.50
Pyrl W/H	MEDICARE W/H ER PAYABLE				3,752.03
Pyrl W/H	FICA W/H ER PAYABLE				13,862.84
				Fund 713 - CASH & INVESTMENT POOL Total:	62,194.24
				Vendor INTERNAL REVENUE SERVICE Total:	62,194.24

Vendor: ISOM, JOHN

Fund: 621 - ENVIRONMENTAL SERVICES					
contractual services	CONTRACTUAL SERVICES				57.50
				Fund 621 - ENVIRONMENTAL SERVICES Total:	57.50
				Vendor ISOM, JOHN Total:	57.50

Vendor: JEROLD E. HIGEL

Fund: 212 - TRANSPORTATION					
TRAFFIC SIGNAL & CONTROLLER..ELECTRICAL MAINTENANCE					4,382.80
TRAFFIC SIGNAL & CONTROLLER..ELECTRICAL MAINTENANCE					2,450.00
				Fund 212 - TRANSPORTATION Total:	6,832.80
				Vendor JEROLD E. HIGEL Total:	6,832.80

Vendor: JOHN DEERE FINANCIAL

Fund: 111 - GENERAL					
supplies	EQUIPMENT MAINTENANCE				4.49
DEP SUP	DEPARTMENT SUPPLIES				37.06
DEP SUP	DEPARTMENT SUPPLIES				17.99
DEP SUP	DEPARTMENT SUPPLIES				12.99
DEP SUP	DEPARTMENT SUPPLIES				158.12
				Fund 111 - GENERAL Total:	230.65
				Vendor JOHN DEERE FINANCIAL Total:	230.65

Vendor: JOHN DEERE FINANCIAL

Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				24.99
EQP MTC	EQUIPMENT MAINTENANCE				23.96

Expense Approval Report

Post Dates: 9/3/2014 - 9/15/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
DEP SUP	DEPARTMENT SUPPLIES				4.99
Fund 111 - GENERAL Total:					53.94
Vendor JOHN DEERE FINANCIAL Total:					53.94
Vendor: KEMBEL SAND & GRAVEL COMPANY					
Fund: 111 - GENERAL					
GRD MTC	GROUNDS MAINTENANCE				121.59
GRD MTC	GROUNDS MAINTENANCE				221.30
Fund 111 - GENERAL Total:					342.89
Vendor KEMBEL SAND & GRAVEL COMPANY Total:					342.89
Vendor: KIMBALL MIDWEST					
Fund: 212 - TRANSPORTATION					
SUPP	DEPARTMENT SUPPLIES				257.22
Fund 212 - TRANSPORTATION Total:					257.22
Vendor KIMBALL MIDWEST Total:					257.22
Vendor: KRIZ-DAVIS COMPANY					
Fund: 212 - TRANSPORTATION					
ELECT. SUPP	DEPARTMENT SUPPLIES				32.50
Fund 212 - TRANSPORTATION Total:					32.50
Vendor KRIZ-DAVIS COMPANY Total:					32.50
Vendor: LEAGUE ASSOCIATION OF RISK MANAGEMENT					
Fund: 212 - TRANSPORTATION					
INSURANCE PREM.	VEHICLE INSURANCE				68.26
Fund 212 - TRANSPORTATION Total:					68.26
Vendor LEAGUE ASSOCIATION OF RISK MANAGEMENT Total:					68.26
Vendor: LEXISNEXIS RISK DATA MANAGMENT INC					
Fund: 111 - GENERAL					
CONSULTING	CONSULTING SERVICES				100.00
CONSULTING	CONSULTING SERVICES				100.00
Fund 111 - GENERAL Total:					200.00
Vendor LEXISNEXIS RISK DATA MANAGMENT INC Total:					200.00
Vendor: M.C. SCHAFF & ASSOCIATES, INC					
Fund: 215 - SPECIAL PROJECTS					
SERVICES	INSURED REPAIRS/REPLACE				3,960.00
Fund 215 - SPECIAL PROJECTS Total:					3,960.00
Vendor M.C. SCHAFF & ASSOCIATES, INC Total:					3,960.00
Vendor: MADISON NATIONAL LIFE					
Fund: 111 - GENERAL					
Life & Dis Ins	DISABILITY INSURANCE				393.89
Fund 111 - GENERAL Total:					393.89
Fund: 713 - CASH & INVESTMENT POOL					
Life & Dis Ins	LIFE INS EE PAYABLE				29.00
Life & Dis Ins	DIS INC INS EE PAYABLE				614.85
Life & Dis Ins	LIFE INS ER PAYABLE				785.95
Fund 713 - CASH & INVESTMENT POOL Total:					1,429.80
Vendor MADISON NATIONAL LIFE Total:					1,823.69
Vendor: MARIE'S EMBROIDERY					
Fund: 111 - GENERAL					
UNIFORMS	UNIFORMS & CLOTHING				24.00
Fund 111 - GENERAL Total:					24.00
Vendor MARIE'S EMBROIDERY Total:					24.00
Vendor: MATHESON TRI-GAS INC					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				20.73
Fund 111 - GENERAL Total:					20.73

Expense Approval Report

Post Dates: 9/3/2014 - 9/15/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				147.37
				Fund 641 - WATER Total:	147.37
				Vendor MATHESON TRI-GAS INC Total:	168.10
Vendor: MENARD, INC					
Fund: 111 - GENERAL					
supplies	BUILDING MAINTENANCE				38.81
vehicle repairs	VEHICLE MAINTENANCE				13.94
				Fund 111 - GENERAL Total:	52.75
Fund: 212 - TRANSPORTATION					
SUPP	DEPARTMENT SUPPLIES				60.47
SUPP	DEPARTMENT SUPPLIES				11.98
SUPP	DEPARTMENT SUPPLIES				17.99
				Fund 212 - TRANSPORTATION Total:	90.44
Fund: 213 - CEMETERY					
DEP SUP	DEPARTMENT SUPPLIES				13.97
				Fund 213 - CEMETERY Total:	13.97
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				14.05
				Fund 631 - WASTEWATER Total:	14.05
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				485.43
				Fund 641 - WATER Total:	485.43
				Vendor MENARD, INC Total:	656.64
Vendor: MIDLANDS NEWSPAPERS, INC					
Fund: 111 - GENERAL					
Legal Publishing	LEGAL PUBLICATIONS				19.08
Legal Publishing	LEGAL PUBLICATIONS				529.82
Legal Publishing	LEGAL PUBLICATIONS				70.60
Legal Publishing	LEGAL PUBLICATIONS				12.59
Legal Publishing	RECRUITMENT				580.29
LEGAL PUB	LEGAL PUBLICATIONS				19.08
				Fund 111 - GENERAL Total:	1,231.46
Fund: 631 - WASTEWATER					
Legal Publishing	LEGAL PUBLICATIONS				51.44
				Fund 631 - WASTEWATER Total:	51.44
				Vendor MIDLANDS NEWSPAPERS, INC Total:	1,282.90
Vendor: MONUMENT PREVENTION COALITION					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				880.00
				Fund 111 - GENERAL Total:	880.00
				Vendor MONUMENT PREVENTION COALITION Total:	880.00
Vendor: MOWER SHOP, THE					
Fund: 213 - CEMETERY					
EQP MTC	EQUIPMENT MAINTENANCE				434.62
				Fund 213 - CEMETERY Total:	434.62
				Vendor MOWER SHOP, THE Total:	434.62
Vendor: NE CHILD SUPPORT PAYMENT CENTER					
Fund: 713 - CASH & INVESTMENT POOL					
NE CHILD SUPPORT PYBLE	CHILD SUPPORT EE PAY				2,137.81
				Fund 713 - CASH & INVESTMENT POOL Total:	2,137.81
				Vendor NE CHILD SUPPORT PAYMENT CENTER Total:	2,137.81

Expense Approval Report

Post Dates: 9/3/2014 - 9/15/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: NE COLORADO CELLULAR, INC					
Fund: 631 - WASTEWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				18.10
				Fund 631 - WASTEWATER Total:	18.10
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				18.10
				Fund 641 - WATER Total:	18.10
				Vendor NE COLORADO CELLULAR, INC Total:	36.20
Vendor: NE DEPT OF ENVIRONMENTAL CONTR					
Fund: 631 - WASTEWATER					
COMPOST PERMIT OPERATING ... LICENSE/PERMITS					2,100.00
				Fund 631 - WASTEWATER Total:	2,100.00
				Vendor NE DEPT OF ENVIRONMENTAL CONTR Total:	2,100.00
Vendor: NE DEPT OF REVENUE					
Fund: 641 - WATER					
RECYCLING FEE	SALES & USE TAXES				25.00
				Fund 641 - WATER Total:	25.00
Fund: 713 - CASH & INVESTMENT POOL					
W/H Tax	STATE W/H EE PAYABLE				18,263.78
				Fund 713 - CASH & INVESTMENT POOL Total:	18,263.78
				Vendor NE DEPT OF REVENUE Total:	18,288.78
Vendor: NE LAW ENFORCEMENT TRAINING CENTER					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				95.00
SCHOOLS & CONF	SCHOOL & CONFERENCE				95.00
				Fund 111 - GENERAL Total:	190.00
				Vendor NE LAW ENFORCEMENT TRAINING CENTER Total:	190.00
Vendor: NEBRASKA INTERACTIVE, LLC					
Fund: 111 - GENERAL					
SUBSCRIPTION	CONSULTING SERVICES				50.00
				Fund 111 - GENERAL Total:	50.00
				Vendor NEBRASKA INTERACTIVE, LLC Total:	50.00
Vendor: NEBRASKA MACHINERY CO					
Fund: 212 - TRANSPORTATION					
Equip Maint	EQUIPMENT MAINTENANCE				818.44
				Fund 212 - TRANSPORTATION Total:	818.44
				Vendor NEBRASKA MACHINERY CO Total:	818.44
Vendor: NEBRASKA PUBLIC POWER DISTRICT					
Fund: 111 - GENERAL					
Electric	ELECTRICITY				742.74
Electric	ELECTRICITY				866.52
Electric	ELECTRICITY				784.84
Electric	ELECTRICITY				2,837.23
Electric	ELECTRICITY				910.48
Electric	ELECTRICITY				6,181.55
Electric	ELECTRICITY				3,103.70
Electric	STREET LIGHTS				100.40
				Fund 111 - GENERAL Total:	15,527.46
Fund: 212 - TRANSPORTATION					
Electric	ELECTRICITY				501.09
Electric	ELECTRIC POWER				1,891.40
Electric	STREET LIGHTS				27,987.45
				Fund 212 - TRANSPORTATION Total:	30,379.94

Expense Approval Report

Post Dates: 9/3/2014 - 9/15/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 213 - CEMETERY					
Electric	ELECTRICITY				837.48
				Fund 213 - CEMETERY Total:	837.48
Fund: 216 - BUSINESS IMPROVEMENT					
Electric	STREET LIGHTS				85.42
				Fund 216 - BUSINESS IMPROVEMENT Total:	85.42
Fund: 621 - ENVIRONMENTAL SERVICES					
Electric	ELECTRICITY				892.48
				Fund 621 - ENVIRONMENTAL SERVICES Total:	892.48
Fund: 631 - WASTEWATER					
Electric	ELECTRICITY				402.32
Electric	ELECTRIC POWER				38.05
				Fund 631 - WASTEWATER Total:	440.37
Fund: 641 - WATER					
Electric	ELECTRICITY				23.49
Electric	ELECTRIC POWER				264.88
				Fund 641 - WATER Total:	288.37
				Vendor NEBRASKA PUBLIC POWER DISTRICT Total:	48,451.52
Vendor: NEOPOST					
Fund: 111 - GENERAL					
Postage	POSTAGE				1,000.00
				Fund 111 - GENERAL Total:	1,000.00
				Vendor NEOPOST Total:	1,000.00
Vendor: NETWORKFLEET, INC					
Fund: 212 - TRANSPORTATION					
CELL PHONE	TELEPHONE				55.07
				Fund 212 - TRANSPORTATION Total:	55.07
				Vendor NETWORKFLEET, INC Total:	55.07
Vendor: NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF					
Fund: 111 - GENERAL					
GRD MTC	GROUNDS MAINTENANCE				6.46
				Fund 111 - GENERAL Total:	6.46
				Vendor NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF Total:	6.46
Vendor: OCLC ONLINE COMPUTER LIBRARY CENTER, INC					
Fund: 111 - GENERAL					
Cont svcs	CONTRACTUAL SERVICES				300.85
				Fund 111 - GENERAL Total:	300.85
				Vendor OCLC ONLINE COMPUTER LIBRARY CENTER, INC Total:	300.85
Vendor: ONE CALL CONCEPTS					
Fund: 212 - TRANSPORTATION					
Contr Svc	CONTRACTUAL SERVICES				65.23
				Fund 212 - TRANSPORTATION Total:	65.23
Fund: 631 - WASTEWATER					
Contr Svc	CONTRACTUAL SERVICES				65.24
				Fund 631 - WASTEWATER Total:	65.24
Fund: 641 - WATER					
Contr Svc	CONTRACTUAL SERVICES				65.23
				Fund 641 - WATER Total:	65.23
				Vendor ONE CALL CONCEPTS Total:	195.70
Vendor: OREGON TRAIL PLUMBING & HEATING & COOLING INC					
Fund: 111 - GENERAL					
bathroom repairs	BUILDING MAINTENANCE				115.00
				Fund 111 - GENERAL Total:	115.00
				Vendor OREGON TRAIL PLUMBING & HEATING & COOLING INC Total:	115.00

Expense Approval Report

Post Dates: 9/3/2014 - 9/15/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: PANHANDLE COOPERATIVE ASSOCIATION					
Fund: 111 - GENERAL					
GASOLINE	GASOLINE				4,258.11
fuel	GASOLINE				929.43
GAS	CONCESSION SUPPLIES				170.46
GAS	GASOLINE				1,636.40
GAS	OTHER FUEL				3,104.57
DEPT FUEL	GASOLINE				164.92
GASOLINE	GASOLINE				6,019.78
				Fund 111 - GENERAL Total:	16,283.67
Fund: 212 - TRANSPORTATION					
UNLEADED GASOLINE	GASOLINE				1,904.14
DIESEL FUEL	OTHER FUEL				2,056.99
				Fund 212 - TRANSPORTATION Total:	3,961.13
Fund: 213 - CEMETERY					
GAS	GASOLINE				92.90
GAS	OTHER FUEL				976.25
				Fund 213 - CEMETERY Total:	1,069.15
Fund: 621 - ENVIRONMENTAL SERVICES					
gasoline	GASOLINE				7,876.52
				Fund 621 - ENVIRONMENTAL SERVICES Total:	7,876.52
Fund: 631 - WASTEWATER					
FUEL	GASOLINE				692.53
FUEL	OTHER FUEL				780.95
FUEL	OTHER FUEL				744.61
				Fund 631 - WASTEWATER Total:	2,218.09
Fund: 641 - WATER					
FUEL	GASOLINE				1,621.90
FUEL	OTHER FUEL				154.02
				Fund 641 - WATER Total:	1,775.92
Fund: 661 - STORMWATER					
DEPT FUEL	GASOLINE				49.71
				Fund 661 - STORMWATER Total:	49.71
				Vendor PANHANDLE COOPERATIVE ASSOCIATION Total:	33,234.19
Vendor: PANHANDLE ENVIRONMENTAL SERVICES INC					
Fund: 641 - WATER					
SAMPLES	SAMPLES				60.00
SAMPLES	SAMPLES				45.00
				Fund 641 - WATER Total:	105.00
				Vendor PANHANDLE ENVIRONMENTAL SERVICES INC Total:	105.00
Vendor: PANHANDLE HUMANE SOCIETY					
Fund: 111 - GENERAL					
Contrl Svc	CONTRACTUAL SERVICES				4,881.32
				Fund 111 - GENERAL Total:	4,881.32
				Vendor PANHANDLE HUMANE SOCIETY Total:	4,881.32
Vendor: PELCO CORP					
Fund: 111 - GENERAL					
Dept Supp	DEPARTMENT SUPPLIES				40.00
				Fund 111 - GENERAL Total:	40.00
				Vendor PELCO CORP Total:	40.00
Vendor: PLATTE VALLEY BANK					
Fund: 311 - DEBT SERVICE					
DEBT SERVICE	DEBT SERVICE				34,872.67
				Fund 311 - DEBT SERVICE Total:	34,872.67

Expense Approval Report

Post Dates: 9/3/2014 - 9/15/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 713 - CASH & INVESTMENT POOL					
HSA	HSA EE PAYABLE				11,630.96
HSA	HSA ER PAYABLE				2,462.50
Fund 713 - CASH & INVESTMENT POOL Total:					14,093.46
Vendor PLATTE VALLEY BANK Total:					48,966.13
Vendor: POSTMASTER					
Fund: 621 - ENVIRONMENTAL SERVICES					
Postage	POSTAGE				183.08
Postage	POSTAGE				126.35
Fund 621 - ENVIRONMENTAL SERVICES Total:					309.43
Fund: 631 - WASTEWATER					
Postage	POSTAGE				183.08
Postage	POSTAGE				126.35
Fund 631 - WASTEWATER Total:					309.43
Fund: 641 - WATER					
Postage	POSTAGE				183.08
Postage	POSTAGE				126.34
Fund 641 - WATER Total:					309.42
Vendor POSTMASTER Total:					928.28
Vendor: POWERPLAN					
Fund: 621 - ENVIRONMENTAL SERVICES					
equipment mtnc	EQUIPMENT MAINTENANCE				1,056.50
Fund 621 - ENVIRONMENTAL SERVICES Total:					1,056.50
Vendor POWERPLAN Total:					1,056.50
Vendor: QUILL CORP					
Fund: 111 - GENERAL					
INVEST SUPPL	INVESTIGATION SUPPLIES				143.42
DEPT SUPPL	DEPARTMENT SUPPLIES				97.99
Dept Supp	DEPARTMENT SUPPLIES				119.60
INVEST SUPPL	INVESTIGATION SUPPLIES				54.26
INVEST SUPPL/DEPT SUPPL	DEPARTMENT SUPPLIES				89.62
INVEST SUPPL/DEPT SUPPL	INVESTIGATION SUPPLIES				69.99
Fund 111 - GENERAL Total:					574.88
Vendor QUILL CORP Total:					574.88
Vendor: REGANIS AUTO CENTER, INC					
Fund: 641 - WATER					
VEH MAINT	VEHICLE MAINTENANCE				281.85
Fund 641 - WATER Total:					281.85
Vendor REGANIS AUTO CENTER, INC Total:					281.85
Vendor: REGIONAL CARE INC					
Fund: 812 - HEALTH INSURANCE					
Medical Claim	CLAIMS EXPENSE				14,838.23
Medical Claims	CLAIMS EXPENSE				1,766.86
Fund 812 - HEALTH INSURANCE Total:					16,605.09
Vendor REGIONAL CARE INC Total:					16,605.09
Vendor: REGISTER OF DEEDS					
Fund: 213 - CEMETERY					
LEG FEE	LEGAL FEES				10.00
LEG FEE	LEGAL FEES				10.00
LEG FEE	LEGAL FEES				10.00
Fund 213 - CEMETERY Total:					30.00
Vendor REGISTER OF DEEDS Total:					30.00
Vendor: RS VENTURES LLC					
Fund: 111 - GENERAL					
VEH MAINT	VEHICLE MAINTENANCE				100.00

Expense Approval Report

Post Dates: 9/3/2014 - 9/15/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
VEH MAINT	VEHICLE MAINTENANCE				543.62
VEH MAINT	VEHICLE MAINTENANCE				413.70
VEH MAINT	VEHICLE MAINTENANCE				33.00
VEH MAINT	VEHICLE MAINTENANCE				57.64
VEH MAINT	VEHICLE MAINTENANCE				29.00
VEH MAINT	VEHICLE MAINTENANCE				488.84
VEH MAINT	VEHICLE MAINTENANCE				488.84
VEH MAINT	VEHICLE MAINTENANCE				409.08
VEH MAINT	VEHICLE MAINTENANCE				10.00
VEH MAINT	VEHICLE MAINTENANCE				10.00
VEH MAINT	VEHICLE MAINTENANCE				62.73

Fund 111 - GENERAL Total: 2,646.45

Vendor RS VENTURES LLC Total: 2,646.45

Vendor: RUSCH'S GENERAL CONTRACTING, LLC

Fund: 631 - WASTEWATER

COMPOST FACILITY UPGRADE	STRUCTURES				3,000.74
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Fund 631 - WASTEWATER Total: 3,000.74

Vendor RUSCH'S GENERAL CONTRACTING, LLC Total: 3,000.74

Vendor: RUSHMORE MEDIA COMPANY

Fund: 661 - STORMWATER

DEPT CNTRCL SRVCS	CONTRACTUAL SERVICES				325.00
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Fund 661 - STORMWATER Total: 325.00

Vendor RUSHMORE MEDIA COMPANY Total: 325.00

Vendor: S M E C

Fund: 713 - CASH & INVESTMENT POOL

Emp Ddctns	SMEC EE PAYABLE				238.00
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Fund 713 - CASH & INVESTMENT POOL Total: 238.00

Vendor S M E C Total: 238.00

Vendor: SCB FIREFIGHTERS UNION LOCAL 1454

Fund: 713 - CASH & INVESTMENT POOL

FIRE EE DUES	FIRE UNION DUES EE PAY				210.00
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Fund 713 - CASH & INVESTMENT POOL Total: 210.00

Vendor SCB FIREFIGHTERS UNION LOCAL 1454 Total: 210.00

Vendor: SCOTTS BLUFF COUNTY COURT

Fund: 111 - GENERAL

Legal Fees	LEGAL FEES				477.00
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Fund 111 - GENERAL Total: 477.00

Vendor SCOTTS BLUFF COUNTY COURT Total: 477.00

Vendor: SCOTTSBLUFF BODY & PAINT, INC

Fund: 111 - GENERAL

TOW SERVICE	CONTRACTUAL SERVICES				90.00
TOW SERVICE	CONTRACTUAL SERVICES				70.00
TOW SERVICE	CONTRACTUAL SERVICES				80.00
VEH MTC	VEHICLE MAINTENANCE				207.82

Fund 111 - GENERAL Total: 447.82

Vendor SCOTTSBLUFF BODY & PAINT, INC Total: 447.82

Vendor: SCOTTSBLUFF LANDSCAPING INC

Fund: 111 - GENERAL

GRD MTC	GROUNDS MAINTENANCE				425.00
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Fund 111 - GENERAL Total: 425.00

Vendor SCOTTSBLUFF LANDSCAPING INC Total: 425.00

Vendor: SCOTTSBLUFF MOTOR CO, INC

Fund: 111 - GENERAL

DEPT VHCLE MNTNCE	VEHICLE MAINTENANCE				562.79
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Expense Approval Report

Post Dates: 9/3/2014 - 9/15/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
DEPT VHCL MNTNCE	VEHICLE MAINTENANCE				85.65
				Fund 111 - GENERAL Total:	648.44
				Vendor SCOTTSBLUFF MOTOR CO, INC Total:	648.44
Vendor: SCOTTSBLUFF POLICE OFFICERS ASSOCIATION					
Fund: 713 - CASH & INVESTMENT POOL					
POLICE EE DUES	POL UNION DUES EE PAY				378.00
				Fund 713 - CASH & INVESTMENT POOL Total:	378.00
				Vendor SCOTTSBLUFF POLICE OFFICERS ASSOCIATION Total:	378.00
Vendor: SCOTTSBLUFF WINNELSON COMPANY					
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				143.38
				Fund 641 - WATER Total:	143.38
				Vendor SCOTTSBLUFF WINNELSON COMPANY Total:	143.38
Vendor: SCREENVISION DIRECT					
Fund: 661 - STORMWATER					
STRM WTR ADS	CONTRACTUAL SERVICES				240.00
				Fund 661 - STORMWATER Total:	240.00
				Vendor SCREENVISION DIRECT Total:	240.00
Vendor: SHERIFF'S OFFICE					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				225.00
				Fund 111 - GENERAL Total:	225.00
				Vendor SHERIFF'S OFFICE Total:	225.00
Vendor: SHERWIN WILLIAMS					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				12.22
				Fund 111 - GENERAL Total:	12.22
Fund: 212 - TRANSPORTATION					
PAINT BEADS	STREET REPAIR SUPPLIES				720.00
BLADES FOR GRINDER	EQUIPMENT MAINTENANCE				3,440.00
				Fund 212 - TRANSPORTATION Total:	4,160.00
				Vendor SHERWIN WILLIAMS Total:	4,172.22
Vendor: SIMMONS OLSEN LAW FIRM, P.C.					
Fund: 111 - GENERAL					
Cntrl Svc	CONTRACTUAL SERVICES				6,086.85
Cntrl Svc	CONTRACTUAL SERVICES				3,917.77
				Fund 111 - GENERAL Total:	10,004.62
Fund: 224 - ECONOMIC DEVELOPMENT					
Cntrl Svc	CONTRACTUAL SERVICES				562.50
Cntrl Svc	CONTRACTUAL SERVICES				50.00
Cntrl Svc	CONTRACTUAL SERVICES				575.00
				Fund 224 - ECONOMIC DEVELOPMENT Total:	1,187.50
				Vendor SIMMONS OLSEN LAW FIRM, P.C. Total:	11,192.12
Vendor: SIMON CONTRACTORS					
Fund: 212 - TRANSPORTATION					
CONCRETE	STREET MAINTENANCE				1,377.50
CONCRETE	STREET MAINTENANCE				1,377.50
CONCRETE	STREET MAINTENANCE				354.25
CONCRETE	STREET MAINTENANCE				697.50
CONCRETE	STREET MAINTENANCE				1,615.00
CONCRETE	STREET MAINTENANCE				186.00
				Fund 212 - TRANSPORTATION Total:	5,607.75

Expense Approval Report

Post Dates: 9/3/2014 - 9/15/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 631 - WASTEWATER					
COMPOST FACILITY UPGRADE	STRUCTURES				2,156.00
Fund 631 - WASTEWATER Total:					2,156.00
Vendor SIMON CONTRACTORS Total:					7,763.75
Vendor: SLAFTER OIL CO INC.					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				1.60
Fund 111 - GENERAL Total:					1.60
Vendor SLAFTER OIL CO INC. Total:					1.60
Vendor: SNELL SERVICES INC.					
Fund: 111 - GENERAL					
ELC MTC	ELECTRICAL MAINTENANCE				113.20
ELC MTC	ELECTRICAL MAINTENANCE				151.00
Bldg main.	BUILDING MAINTENANCE				635.80
Fund 111 - GENERAL Total:					900.00
Vendor SNELL SERVICES INC. Total:					900.00
Vendor: STATE OF WYOMING					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				284.00
Fund 111 - GENERAL Total:					284.00
Vendor STATE OF WYOMING Total:					284.00
Vendor: SUPERIOR SIGNALS, INC					
Fund: 212 - TRANSPORTATION					
SUPP - LITE KITS	DEPARTMENT SUPPLIES				184.70
SUPP - LIGHT KIT	DEPARTMENT SUPPLIES				112.88
Fund 212 - TRANSPORTATION Total:					297.58
Vendor SUPERIOR SIGNALS, INC Total:					297.58
Vendor: TASK FORCE TIPS					
Fund: 111 - GENERAL					
equip. repairs	EQUIPMENT MAINTENANCE				49.93
Fund 111 - GENERAL Total:					49.93
Vendor TASK FORCE TIPS Total:					49.93
Vendor: THE CHICAGO LUMBER COMPANY OF OMAHA INC					
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				7.99
Fund 621 - ENVIRONMENTAL SERVICES Total:					7.99
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				11.32
Fund 631 - WASTEWATER Total:					11.32
Vendor THE CHICAGO LUMBER COMPANY OF OMAHA INC Total:					19.31
Vendor: THE PEAVEY CORP					
Fund: 111 - GENERAL					
INVEST SUPPL	INVESTIGATION SUPPLIES				319.60
Fund 111 - GENERAL Total:					319.60
Vendor THE PEAVEY CORP Total:					319.60
Vendor: THOMAS P MILLER & ASSOC, LLC					
Fund: 224 - ECONOMIC DEVELOPMENT					
Cont Svc	CONTRACTUAL SERVICES				18,658.33
Fund 224 - ECONOMIC DEVELOPMENT Total:					18,658.33
Vendor THOMAS P MILLER & ASSOC, LLC Total:					18,658.33
Vendor: TRANS IOWA EQUIPMENT LLC					
Fund: 212 - TRANSPORTATION					
BROOMS FOR SWEEPER	EQUIPMENT MAINTENANCE				1,069.31

Expense Approval Report

Post Dates: 9/3/2014 - 9/15/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
BROOMS FOR SWEEPER	EQUIPMENT MAINTENANCE				317.14
Fund 212 - TRANSPORTATION Total:					1,386.45
Vendor TRANS IOWA EQUIPMENT LLC Total:					1,386.45
Vendor: TWIN CITY ROOFING & SHEETMETAL,INC					
Fund: 215 - SPECIAL PROJECTS					
SERVICES	INSURED REPAIRS/REPLACE				16,640.00
SERVICES	INSURED REPAIRS/REPLACE				108,880.80
Fund 215 - SPECIAL PROJECTS Total:					125,520.80
Vendor TWIN CITY ROOFING & SHEETMETAL,INC Total:					125,520.80
Vendor: TYLER TECHNOLOGIES, INC					
Fund: 111 - GENERAL					
FEES	CONTRACTUAL SERVICES				87.00
Fund 111 - GENERAL Total:					87.00
Fund: 621 - ENVIRONMENTAL SERVICES					
FEES	CONTRACTUAL SERVICES				87.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					87.00
Fund: 631 - WASTEWATER					
FEES	CONTRACTUAL SERVICES				87.00
Fund 631 - WASTEWATER Total:					87.00
Fund: 641 - WATER					
FEES	CONTRACTUAL SERVICES				87.00
Fund 641 - WATER Total:					87.00
Vendor TYLER TECHNOLOGIES, INC Total:					348.00
Vendor: UNIQUE MANAGEMENT SERVICES, INC					
Fund: 111 - GENERAL					
Cont. svcs	CONTRACTUAL SERVICES				537.00
Fund 111 - GENERAL Total:					537.00
Vendor UNIQUE MANAGEMENT SERVICES, INC Total:					537.00
Vendor: UPSTART ENTERPRISES, LLC					
Fund: 111 - GENERAL					
DEPT SUPPL	DEPARTMENT SUPPLIES				84.87
DEPT SUPPL	DEPARTMENT SUPPLIES				48.67
DEPT SUPPL	DEPARTMENT SUPPLIES				86.99
DEPT SUPPL	DEPARTMENT SUPPLIES				82.99
Fund 111 - GENERAL Total:					303.52
Vendor UPSTART ENTERPRISES, LLC Total:					303.52
Vendor: US BANK					
Fund: 111 - GENERAL					
Schools/Conf	SCHOOL & CONFERENCE				99.00
Schools/Conf	SCHOOL & CONFERENCE				480.70
Spec Events	SPECIAL EVENTS				53.85
SCHOOLS & CONF	SCHOOL & CONFERENCE				433.05
Fund 111 - GENERAL Total:					1,066.60
Fund: 661 - STORMWATER					
STRM WTR PSTGE	POSTAGE				5.80
Fund 661 - STORMWATER Total:					5.80
Vendor US BANK Total:					1,072.40
Vendor: VERIZON WIRELESS					
Fund: 111 - GENERAL					
cell phones	CELLULAR PHONE				212.96
Fund 111 - GENERAL Total:					212.96
Fund: 631 - WASTEWATER					
CELL SERVICE	CELLULAR PHONE				47.64
Fund 631 - WASTEWATER Total:					47.64

Expense Approval Report

Post Dates: 9/3/2014 - 9/15/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 641 - WATER					
CELL SERVICE	CELLULAR PHONE				82.38
Fund 641 - WATER Total:					82.38
Vendor VERIZON WIRELESS Total:					342.98
Vendor: WALTON, BIRUTA D					
Fund: 621 - ENVIRONMENTAL SERVICES					
vehicle mtnc	VEHICLE MAINTENANCE				395.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					395.00
Vendor WALTON, BIRUTA D Total:					395.00
Vendor: WARD LABORATORIES, INC					
Fund: 111 - GENERAL					
INVEST SUPPL	INVESTIGATION SUPPLIES				30.00
Fund 111 - GENERAL Total:					30.00
Fund: 661 - STORMWATER					
Cntrl Svc	CONTRACTUAL SERVICES				19.00
STRM WTR CNTRCL SRVCS	CONTRACTUAL SERVICES				38.00
Fund 661 - STORMWATER Total:					57.00
Vendor WARD LABORATORIES, INC Total:					87.00
Vendor: WELLS FARGO BANK N.A.					
Fund: 713 - CASH & INVESTMENT POOL					
Retirement	REGULAR RETIRE EE PAY				6,905.66
Retirement	RETIRE FIRE EE PAYABLE				2,631.52
Retirement	RETIRE POLICE EE PAY				4,882.19
Retirement	REGULAR RETIRE ER PAY				6,563.12
Retirement	RETIRE-FIRE ER PAYABLE				4,533.08
Retirement	RETIRE-POLICE ER PAY				4,831.35
Fund 713 - CASH & INVESTMENT POOL Total:					30,346.92
Vendor WELLS FARGO BANK N.A. Total:					30,346.92
Vendor: WESTERN PATHOLOGY CONSULTANTS, INC					
Fund: 111 - GENERAL					
DOT TESTS	CONTRACTUAL SERVICES				153.00
Fund 111 - GENERAL Total:					153.00
Vendor WESTERN PATHOLOGY CONSULTANTS, INC Total:					153.00
Vendor: YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE					
Fund: 713 - CASH & INVESTMENT POOL					
Fitness Program	YMCA PAY EE				761.16
Fitness Program	YMCA PAY ER				711.39
Fund 713 - CASH & INVESTMENT POOL Total:					1,472.55
Vendor YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE Total:					1,472.55
Grand Total:					572,990.39

Report Summary**Fund Summary**

Fund	Expense Amount	Payment Amount
111 - GENERAL	76,451.56	393.89
212 - TRANSPORTATION	57,338.35	0.00
213 - CEMETERY	2,454.51	0.00
215 - SPECIAL PROJECTS	129,480.80	0.00
216 - BUSINESS IMPROVEMENT	366.42	0.00
224 - ECONOMIC DEVELOPMENT	19,845.83	0.00
311 - DEBT SERVICE	34,872.67	0.00
621 - ENVIRONMENTAL SERVICES	61,923.07	309.43
631 - WASTEWATER	15,519.20	309.43
641 - WATER	24,956.54	309.42
661 - STORMWATER	712.16	0.00
713 - CASH & INVESTMENT POOL	132,430.12	132,430.12
721 - GIS SERVICES	34.07	0.00
812 - HEALTH INSURANCE	16,605.09	16,605.09
Grand Total:	572,990.39	150,357.38

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-51281-142	DISABILITY INSURANCE	393.89	393.89
111-52111-111	DEPARTMENT SUPPLIES	154.37	0.00
111-52111-114	DEPARTMENT SUPPLIES	40.00	0.00
111-52111-141	DEPARTMENT SUPPLIES	148.67	0.00
111-52111-142	DEPARTMENT SUPPLIES	814.97	0.00
111-52111-151	DEPARTMENT SUPPLIES	296.56	0.00
111-52111-171	DEPARTMENT SUPPLIES	483.40	0.00
111-52111-172	DEPARTMENT SUPPLIES	95.52	0.00
111-52114-172	CONCESSION SUPPLIES	170.46	0.00
111-52121-151	JANITORIAL SUPPLIES	365.56	0.00
111-52121-171	JANITORIAL SUPPLIES	187.81	0.00
111-52134-172	SPECIAL EVENTS	53.85	0.00
111-52163-142	INVESTIGATION SUPPLIES	617.27	0.00
111-52164-141	VOLUNTEER FIREMAN	1,725.35	0.00
111-52181-142	UNIFORMS & CLOTHING	1,392.00	0.00
111-52222-151	BOOKS	496.05	0.00
111-52411-111	POSTAGE	1,000.00	0.00
111-52411-142	POSTAGE	23.00	0.00
111-52511-121	GASOLINE	164.92	0.00
111-52511-141	GASOLINE	929.43	0.00
111-52511-142	GASOLINE	10,277.89	0.00
111-52511-171	GASOLINE	1,636.40	0.00
111-52521-171	OTHER FUEL	3,104.57	0.00
111-53111-112	CONTRACTUAL SERVICES	153.00	0.00
111-53111-114	CONTRACTUAL SERVICES	6,086.85	0.00
111-53111-116	CONTRACTUAL SERVICES	87.00	0.00
111-53111-141	CONTRACTUAL SERVICES	150.00	0.00
111-53111-142	CONTRACTUAL SERVICES	9,919.09	0.00
111-53111-151	CONTRACTUAL SERVICES	955.89	0.00
111-53121-112	CONSULTING SERVICES	50.00	0.00
111-53121-142	CONSULTING SERVICES	200.00	0.00
111-53161-112	LEGAL PUBLICATIONS	19.08	0.00
111-53161-115	LEGAL PUBLICATIONS	529.82	0.00
111-53161-121	LEGAL PUBLICATIONS	70.60	0.00
111-53161-143	LEGAL PUBLICATIONS	19.08	0.00
111-53161-151	LEGAL PUBLICATIONS	12.59	0.00
111-53211-114	LEGAL FEES	477.00	0.00
111-53211-142	LEGAL FEES	14.00	0.00
111-53421-141	BUILDING MAINTENANCE	339.17	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53421-142	BUILDING MAINTENANCE	12.15	0.00
111-53421-151	BUILDING MAINTENANCE	635.80	0.00
111-53431-171	ELECTRICAL MAINTENAN...	264.20	0.00
111-53441-111	EQUIPMENT MAINTENAN...	67.33	0.00
111-53441-141	EQUIPMENT MAINTENAN...	542.71	0.00
111-53441-142	EQUIPMENT MAINTENAN...	681.58	0.00
111-53441-151	EQUIPMENT MAINTENAN...	425.00	0.00
111-53441-171	EQUIPMENT MAINTENAN...	894.99	0.00
111-53451-121	VEHICLE MAINTENANCE	745.71	0.00
111-53451-141	VEHICLE MAINTENANCE	1,834.28	0.00
111-53451-142	VEHICLE MAINTENANCE	2,673.43	0.00
111-53451-171	VEHICLE MAINTENANCE	207.82	0.00
111-53471-171	GROUNDS MAINTENANCE	802.91	0.00
111-53511-111	ELECTRICITY	742.74	0.00
111-53511-141	ELECTRICITY	866.52	0.00
111-53511-142	ELECTRICITY	784.84	0.00
111-53511-151	ELECTRICITY	2,837.23	0.00
111-53511-171	ELECTRICITY	7,092.03	0.00
111-53511-172	ELECTRICITY	3,103.70	0.00
111-53551-171	STREET LIGHTS	100.40	0.00
111-53561-111	TELEPHONE	250.02	0.00
111-53561-112	TELEPHONE	69.29	0.00
111-53561-114	TELEPHONE	67.79	0.00
111-53561-115	TELEPHONE	37.07	0.00
111-53561-116	TELEPHONE	227.79	0.00
111-53561-121	TELEPHONE	240.87	0.00
111-53561-141	TELEPHONE	291.02	0.00
111-53561-142	TELEPHONE	1,619.76	0.00
111-53561-151	TELEPHONE	551.25	0.00
111-53561-171	TELEPHONE	170.23	0.00
111-53561-172	TELEPHONE	168.73	0.00
111-53571-141	CELLULAR PHONE	212.96	0.00
111-53631-142	RENT-MACHINES	46.90	0.00
111-53711-141	SCHOOL & CONFERENCE	243.00	0.00
111-53711-142	SCHOOL & CONFERENCE	2,012.80	0.00
111-53711-172	SCHOOL & CONFERENCE	579.70	0.00
111-53721-121	BUSINESS TRAVEL	111.61	0.00
111-53913-112	RECRUITMENT	580.29	0.00
212-52111-212	DEPARTMENT SUPPLIES	3,035.39	0.00
212-52171-212	STREET REPAIR SUPPLIES	720.00	0.00
212-52511-212	GASOLINE	1,904.14	0.00
212-52521-212	OTHER FUEL	2,056.99	0.00
212-53111-212	CONTRACTUAL SERVICES	223.95	0.00
212-53431-212	ELECTRICAL MAINTENAN...	6,832.80	0.00
212-53441-212	EQUIPMENT MAINTENAN...	5,644.89	0.00
212-53451-212	VEHICLE MAINTENANCE	291.78	0.00
212-53491-212	STREET MAINTENANCE	5,607.75	0.00
212-53511-212	ELECTRICITY	501.09	0.00
212-53531-212	ELECTRIC POWER	1,891.40	0.00
212-53551-212	STREET LIGHTS	27,987.45	0.00
212-53561-212	TELEPHONE	572.46	0.00
212-53841-212	VEHICLE INSURANCE	68.26	0.00
213-52111-213	DEPARTMENT SUPPLIES	13.97	0.00
213-52511-213	GASOLINE	92.90	0.00
213-52521-213	OTHER FUEL	976.25	0.00
213-53211-213	LEGAL FEES	30.00	0.00
213-53441-213	EQUIPMENT MAINTENAN...	434.62	0.00
213-53511-213	ELECTRICITY	837.48	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
213-53561-213	TELEPHONE	69.29	0.00
215-52931-111	INSURED REPAIRS/REPLA...	129,480.80	0.00
216-53111-121	CONTRACTUAL SERVICES	281.00	0.00
216-53551-000	STREET LIGHTS	85.42	0.00
224-53111-113	CONTRACTUAL SERVICES	18,658.33	0.00
224-53111-114	CONTRACTUAL SERVICES	1,187.50	0.00
311-57111-111	DEBT SERVICE	34,872.67	0.00
621-52111-621	DEPARTMENT SUPPLIES	8,542.91	0.00
621-52411-621	POSTAGE	309.43	309.43
621-52511-621	GASOLINE	7,876.52	0.00
621-53111-621	CONTRACTUAL SERVICES	144.50	0.00
621-53193-621	DISPOSAL FEES	39,840.92	0.00
621-53441-621	EQUIPMENT MAINTENAN...	1,056.50	0.00
621-53451-621	VEHICLE MAINTENANCE	3,065.22	0.00
621-53511-621	ELECTRICITY	892.48	0.00
621-53561-621	TELEPHONE	194.59	0.00
631-52111-631	DEPARTMENT SUPPLIES	792.67	0.00
631-52411-631	POSTAGE	332.81	309.43
631-52511-631	GASOLINE	692.53	0.00
631-52521-631	OTHER FUEL	1,525.56	0.00
631-53111-631	CONTRACTUAL SERVICES	170.34	0.00
631-53161-631	LEGAL PUBLICATIONS	51.44	0.00
631-53441-631	EQUIPMENT MAINTENAN...	3,720.37	0.00
631-53511-631	ELECTRICITY	402.32	0.00
631-53531-631	ELECTRIC POWER	38.05	0.00
631-53561-631	TELEPHONE	168.73	0.00
631-53571-631	CELLULAR PHONE	47.64	0.00
631-53711-631	SCHOOL & CONFERENCE	320.00	0.00
631-54311-631	STRUCTURES	5,156.74	0.00
631-59211-631	LICENSE/PERMITS	2,100.00	0.00
641-52111-641	DEPARTMENT SUPPLIES	1,996.58	0.00
641-52116-641	METERS	15,350.25	0.00
641-52117-641	SAMPLES	213.00	0.00
641-52411-641	POSTAGE	309.42	309.42
641-52511-641	GASOLINE	1,621.90	0.00
641-52521-641	OTHER FUEL	154.02	0.00
641-52611-641	CHEMICALS	4,361.00	0.00
641-53111-641	CONTRACTUAL SERVICES	170.33	0.00
641-53451-641	VEHICLE MAINTENANCE	281.85	0.00
641-53511-641	ELECTRICITY	23.49	0.00
641-53531-641	ELECTRIC POWER	264.88	0.00
641-53561-641	TELEPHONE	102.44	0.00
641-53571-641	CELLULAR PHONE	82.38	0.00
641-59214-641	SALES & USE TAXES	25.00	0.00
661-52411-661	POSTAGE	5.80	0.00
661-52511-661	GASOLINE	49.71	0.00
661-53111-661	CONTRACTUAL SERVICES	622.00	0.00
661-53561-661	TELEPHONE	34.65	0.00
713-21512	MEDICARE W/H EE PAYAB...	3,752.03	3,752.03
713-21513	FICA W/H EE PAYABLE	13,862.84	13,862.84
713-21514	FED W/H EE PAYABLE	26,964.50	26,964.50
713-21515	STATE W/H EE PAYABLE	18,263.78	18,263.78
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	238.00	238.00
713-21527	WAGE ATTACHMENT EE ...	306.06	306.06
713-21528	REGULAR RETIRE EE PAY	6,905.66	6,905.66

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
713-21529	DEFERRED COMP EE PAY	1,325.14	1,325.14
713-21531	RETIRE FIRE EE PAYABLE	2,631.52	2,631.52
713-21533	RETIRE POLICE EE PAY	4,882.19	4,882.19
713-21534	DIS INC INS EE PAYABLE	614.85	614.85
713-21539	CHILD SUPPORT EE PAY	2,137.81	2,137.81
713-21540	YMCA PAY EE	761.16	761.16
713-21541	HSA EE PAYABLE	11,630.96	11,630.96
713-21712	MEDICARE W/H ER PAYAB...	3,752.03	3,752.03
713-21713	FICA W/H ER PAYABLE	13,862.84	13,862.84
713-21723	LIFE INS ER PAYABLE	785.95	785.95
713-21728	REGULAR RETIRE ER PAY	6,563.12	6,563.12
713-21731	RETIRE-FIRE ER PAYABLE	4,533.08	4,533.08
713-21733	RETIRE-POLICE ER PAY	4,831.35	4,831.35
713-21740	YMCA PAY ER	711.39	711.39
713-21741	HSA ER PAYABLE	2,462.50	2,462.50
721-53561-721	TELEPHONE	34.07	0.00
812-53862-112	CLAIMS EXPENSE	16,605.09	16,605.09
Grand Total:		572,990.39	150,357.38

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	441,122.33	150,357.38
1114252114	170.46	0.00
2117753511	910.48	0.00
2118652931	129,480.80	0.00
2200052111	628.81	0.00
6002052411	5.80	0.00
6002052511	49.71	0.00
6002053111	622.00	0.00
Grand Total:	572,990.39	150,357.38

Utility Refunds 9/15 CLAIMS

Refund Review

Close Form Print Screen

Packet: UBPKT00402 - Refunds 1 UBPKT00461 Disconnect

Print Screen

Add Edit Delete

Account #	Status	Contact	Service Address	Refund Amount
005-4965-05	Inactive	MATTHEW A MARTIN	116 W 21ST ST SCOTTSBLUFF NE 69361	30.32
025-3703-03	Inactive	BROOKE L BLOMENKAMP	2214 W 15TH ST SCOTTSBLUFF NE 69361	5.97
045-4001-01	Inactive	NICK C WEST	1318 14TH AVE SCOTTSBLUFF NE 69361	37.33
045-1099-02	Inactive	TERRY K RAJEWICH	1614 14TH AVE SCOTTSBLUFF NE 69361	6.24
045-3609-03	Inactive	WESTERN NEBRASKA HOUSING O	1606 12TH AVE SCOTTSBLUFF NE 69361	6.24
045-4358-08	Inactive	BUYERS REALITY	1623 16TH AVE SCOTTSBLUFF NE 69361	55.28
015-2144-01	Inactive	CHRIS M NIKODYM	2906 AVE E SCOTTSBLUFF NE 69361	102.19
045-2635-03	Inactive	SHAWN CASE	1623 14TH AVE SCOTTSBLUFF NE 69361	5.61
070-4760-06	Inactive	RICK WAYMAN	1925 E 32ND ST SCOTTSBLUFF NE 69361	0.11
035-5780-08	Inactive	Wesley L Gant	1414 AVE C SCOTTSBLUFF NE 69361	3.59
015-6144-03	Inactive	APRIL L DAVIS	511 W 40TH ST SCOTTSBLUFF NE 69361	30.33
055-4328-04	Inactive	KAITY A SEWELL	1623 8TH AVE SCOTTSBLUFF NE 69361	46.75
060-0739-03	Inactive	ZACH A PREBLE	1802 6TH AVE SCOTTSBLUFF NE 69361	65.16
015-0520-01	Inactive	SHAWN ACINO	1402 MOCKINGBIRD DR SCOTTSBLUFF NE	4.52
070-4182-01	Inactive	DARYL G ARNESON	1918 E 32ND ST SCOTTSBLUFF NE 69361	14.35
065-6181-02	Inactive	MELISSA L BAGLEY	329 HILL CREST SCOTTSBLUFF NE 69361	44.33
015-6589-01	Inactive	GARY & DYANNE DILL	4517 COTTONWOOD AVE SCOTTSBLUFF N	3.33
010-2256-05	Inactive	DANIEL ENSRUD	2109 AVE F SCOTTSBLUFF NE 69361	3.50
070-6545-01	Inactive	JOHN P FERGUSON	1901 E 32ND ST SCOTTSBLUFF NE 69361	12.06
015-6660-01	Inactive	BETTY HEILBRUN	17 BLUESTEM CT SCOTTSBLUFF NE 69361	4.16
015-2972-01	Inactive	DONALD J PILKINGTON	3921 AVE D SCOTTSBLUFF NE 69361	16.17
075-0358-01	Inactive	JESSE VENTURA	514 E 11TH SCOTTSBLUFF NE 69361	0.93
Total				\$498.47

22

City of Scottsbluff, Nebraska

Monday, September 15, 2014

Regular Meeting

Item Public Inp1

Council to receive a presentation from Judy Amoo on Art in Public Places.

Staff Contact: Renae Griffiths, Finance Director

Agenda Statement

Item No.

For meeting of: September 15, 2014

AGENDA TITLE: Art in Public Places Presentation

SUBMITTED BY DEPARTMENT/ORGANIZATION:

PRESENTATION BY: Judy Amoo

SUMMARY EXPLANATION: After attending a workshop about the economic benefits of public art, Judy Amoo and Billy Estes are starting an initiative to promote arts in public places. Public art enhances the livability of a community and helps create a better sense of place. This initiative is still in its early stages, but the goal would be to start by putting art in the Downtown area and eventually expanding to other parts of the City.

BOARD/COMMISSION RECOMMENDATION: BID Board recommends that Council support this initiative in any way possible

STAFF RECOMMENDATION:

EXHIBITS

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

Other (specify) ☐ _____

NOTIFICATION LIST: Yes ☐ No ☒ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

City of Scottsbluff, Nebraska

Monday, September 15, 2014

Regular Meeting

Item Public Inp2

Council to consider a Support Agreement with Panhandle Area Development District and authorize the Mayor to execute the Agreement.

Staff Contact: Rick Kuckkahn, City Manager

SUPPORT AGREEMENT

The City of Scottsbluff, Nebraska ("City") and Panhandle Area Development District ("PADD") agree to provide support and services as set forth in this Support Agreement ("Agreement").

Recitals:

- A. PADD, provides economic development, grant and comprehensive planning assistance for areas of the Nebraska Panhandle, including for residents within the City; and
- B. PADD has requested financial support from the City to continue its assistance to the City; and
- C. The City has determined that as long as it maintains its current level of funding, it will support PADD as the support would benefit all citizens in the City; and
- D. An agreement to provide support between the City and PADD is appropriate for both parties.

Agreement:

1. Term: The City will enter into this Agreement in reliance upon its current level of funding and revenue and in the event such funding and revenue is reduced, the City may terminate this Agreement, upon written notice to PADD. All support by the City shall be addressed each fiscal year and shall be determined during the City's budgetary process. This Agreement shall be for a period of one year, effective October 1, 2014 to September 30, 2015. Either party may, with a 30-day notice, terminate this Agreement with or without cause.

2. Services Provided by PADD: Services provided by PADD include: providing an economic development loan fund along with administrative guidance and assistance for economic development, assisting in the development of infrastructure projects, exploring grant possibilities, developing comprehensive plans, assist with tourism for western Nebraska, and development of the Heartland ExpressWay.

3. Use of Support Funds by PADD: Provided the City makes funding available, all funds received by PADD from the City pursuant to this Agreement must be used for the continuation of services to the City and areas of the Nebraska Panhandle. PADD shall report to the City Manager of the City on a regular basis regarding its activities.

4. Reporting and Auditing. As a way of insuring the City's support funds will be used in compliance with this Agreement, a representative of PADD will report to the City Council at

least twice per year or as requested on the activities and plans. The City's Finance Director and the director of PADD shall reconcile and audit the support account annually. The fiscal year-end reconciliation and audit shall be completed within 60 days of the close of the City's fiscal year, which closes on September 30th of each year. PADD agrees to provide the City with its most recent budget prior to signing this Agreement. In addition, PADD will provide the City with its current budget and annual audit when they have been approved and are available for distribution for each year during the term of this Agreement.

5. Performance Measures. As a way for the City and PADD to measure the use of the support pledged under this Agreement, the City asks PADD to do the following:

- (i) Utilize PADD's Economic Development Loan Fund
- (ii) Provide matching funds for programs under the Economic Development Administration of the Federal Department of Commerce
- (iii) Assist the City in obtaining grant funds for municipal projects
- (iv) Provide Housing Market Studies as needed by the City
- (v) Assist in CDBG grant administration
- (vi) Provide fiscal and legal assistance for Western NE Tourism
- (vii) Support Heartland Expressway effort
- (viii) Provided Comprehensive Plan information as needed to the City.

6. Early Termination: Upon early termination, the City's support to the PADD shall be prorated, using a monthly basis.

7. Total Support Payment to PADD: Provided the City has funding available, the City by this Agreement shall contribute an annual amount of money to support PADD equal to \$11,657.00. These funds shall be used to provide services for the City's residents as provided in paragraph 2 above.

CITY OF SCOTTSBLUFF, NEBRASKA PANHANDLE AREA DEVELOPMENT
DISTRICT

By _____
Mayor

By _____
Executive Director

By _____
City Clerk

Dated: _____

Dated: _____

City of Scottsbluff, Nebraska

Monday, September 15, 2014

Regular Meeting

Item Public Inp3

**Council to consider a Support Agreement with Twin Cities
Development and authorize the Mayor to execute the Agreement.**

Staff Contact: Rick Kuckahn, City Manager

SUPPORT AGREEMENT

The City of Scottsbluff, Nebraska ("City") and Twin Cities Development Corporation ("TCD") agree to provide support and services as set forth in this Support Agreement ("Agreement").

Recitals:

- A. TCD, provides economic development, marketing, grant writing and strategic planning for areas of the Nebraska Panhandle, including for residents within the City; and
- B. TCD has requested financial support from the City to continue its assistance to the City; and
- C. The City has determined that as long as it maintains its current level of funding, it will support TCD as the support would benefit all citizens in the City; and
- D. An agreement to provide support between the City and TCD is appropriate for both parties.

Agreement:

1. Term: The City will enter into this Agreement in reliance upon its current level of funding and revenue and in the event such funding and revenue is reduced, the City may terminate this Agreement, upon written notice to TCD. All support by the City shall be addressed each fiscal year and shall be determined during the City's budgetary process. This Agreement shall be for a period of one year, effective October 1, 2014 to September 30, 2015. Either party may, with a 30-day notice, terminate this Agreement with or without cause.

2. Services Provided by TCD: Services provided by TCD include: providing an economic and community development for the City, along with retention and expansion of existing employers, recruitment of new employers, marketing the City at trade shows and job fairs, grant writing, research and legislative activities, strategic planning and business and industry tours for the City.

3. Use of Support Funds by TCD: Provided the City makes funding available, all funds received by TCD from the City pursuant to this Agreement must be used for the continuation of services to the City. TCD shall report to the City Manager of the City on a regular basis regarding its activities.

4. Reporting and Auditing. As a way of insuring the City's support funds will be used in compliance with this Agreement, a representative of TCD will report to the City Council at least twice per year or as requested on its activities and plans. The City's Finance Director and the director of TCD shall reconcile and audit the support account annually. The fiscal year-end reconciliation and audit shall be completed within 60 days of the close of the City's fiscal year, which closes on September 30th of each year. TCD agrees to provide the City with its most recent budget prior to signing this Agreement. In addition, TCD will provide the City with its current budget when it has been approved and is available for distribution for each year during the term of this Agreement.

5. Performance Measures. As a way for the City and TCD to measure the performance of TCD, the City asks TCD to do the following:

- (i) Recruit two (2) additional companies per year
- (ii) Rehabilitate two (2) additional homes per year
- (iii) Acquire grant funds for housing rehabilitation.

6. Early Termination: Upon early termination, the City's support to TCD shall be prorated, using a monthly basis.

7. Total Support Payment to TCD: Provided the City has funding available, the City by this Agreement shall contribute an annual amount of money to support TCD equal to \$100,000.00. These funds shall be used to provide services for the City's residents as provided in paragraph 2 above.

CITY OF SCOTTSBLUFF, NEBRASKA TWIN CITIES DEVELOPMENT CORPORATION

By _____
Mayor

By _____
Executive Director

By _____
City Clerk

Dated: _____

Dated: _____

City of Scottsbluff, Nebraska

Monday, September 15, 2014

Regular Meeting

Item Bids1

Council to consider the recommendation regarding the bid for the Riverside Zoo Entrance and Ave. N intersection.

Staff Contact: Rick Kuckkahn, City Manager



M.C. Schaff & Associates, Inc.

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

Riverside Zoo Entrance & Avenue 'N' Intersection City of Scottsbluff Bid Date: September 9, 2014 @ 2:00 pm Mountain Time				PaulReed Construction 2970 N. 10th St Gering, NE 69341		Engineers Estimate	
No.	Description	Unit	Quantity	Unit Cost	Total	Unit Cost	Total
Base Bid							
1	Mobilization	LS	1	\$ 5,413.70	\$ 5,413.70	\$ 5,000.00	\$ 5,000.00
2	Remove Existing Pavement, Curb, Gutter, Etc	SF	3300	\$ 2.52	\$ 8,316.00	\$ 1.00	\$ 3,300.00
3	Remove Bollard	LS	1	\$ 340.44	\$ 340.44	\$ 250.00	\$ 250.00
4	Embankment (Established Quantity)	CY	200	\$ 70.26	\$ 14,052.00	\$ 20.00	\$ 4,000.00
5	9-Inch P.C. Concrete Pavement	SY	765	\$ 74.87	\$ 57,275.55	\$ 43.00	\$ 32,895.00
6	24-Inch P.C. Concrete Curb & Gutter	LF	65	\$ 31.37	\$ 2,039.05	\$ 20.00	\$ 1,300.00
7	30-Inch P.C. Concrete Curb & Gutter	LF	15	\$ 48.82	\$ 732.30	\$ 20.00	\$ 300.00
8	10-Foot P.C. Concrete Valley Gutter	SF	200	\$ 10.60	\$ 2,120.00	\$ 8.00	\$ 1,600.00
9	6-Inch P.C. Concrete Driveway	SF	110	\$ 12.13	\$ 1,334.30	\$ 6.00	\$ 660.00
10	4-Inch P.C. Concrete Sidewalk	SF	325	\$ 8.54	\$ 2,775.50	\$ 4.00	\$ 1,300.00
11	Handicap Ramp	EA	2	\$ 2,276.26	\$ 4,552.52	\$ 750.00	\$ 1,500.00
12	Standard Storm Drain Inlet	EA	2	\$ 3,071.06	\$ 6,142.12	\$ 2,000.00	\$ 4,000.00
13	Storm Drain Manhole	EA	1	\$ 4,719.14	\$ 4,719.14	\$ 3,500.00	\$ 3,500.00
14	15-Inch RCCP Storm Drain Pipe	LF	50	\$ 129.81	\$ 6,490.50	\$ 50.00	\$ 2,500.00
15	30-Inch RCCP Storm Drain Pipe	LF	200	\$ 104.88	\$ 20,976.00	\$ 70.00	\$ 14,000.00
16	30-Inch Concrete Flared End Section	EA	4	\$ 1,429.98	\$ 5,719.92	\$ 1,500.00	\$ 6,000.00
17	2-Inch Gravel Surface Course	CY	10	\$ 131.74	\$ 1,317.40	\$ 75.00	\$ 750.00
18	Relocate Fire Hydrant & Valve	LS	1	\$ 8,740.06	\$ 8,740.06	\$ 1,500.00	\$ 1,500.00
19	Adjust Manhole to Grade	EA	3	\$ 991.34	\$ 2,974.02	\$ 400.00	\$ 1,200.00
20	Seeding & Mulch	ACRE	0	\$ 19,669.47	\$ 2,950.42	\$ 5,000.00	\$ 750.00
Total Bid - Items 1 Thru 20				\$158,980.94		\$86,305.00	

Project Number: RM140252-00

Agenda Statement

Item No.

For Meeting of: September 15, 2014

AGENDA TITLE: Recommendation for bid received for Riverside Zoo entrance & Avenue N intersection project.

SUBMITTED BY: Mark Bohl, Director of Public Works

PRESENTATION BY: Rick Kuckkahn, City Manager

SUMMARY EXPLANATION: One bid was received on September 9, 2014 for the Riverside Zoo Entrance and Avenue N intersection project. The bid was from Paul Reed Construction for \$158,980.94. This bid is almost twice the engineers' estimate. Recommend rejecting the bid and re-bid this project at a later date.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Council approve rejecting bid and re-bid at a later date.

EXHIBITS

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

Other (specify) **X Bid Tab**

Notification List: Yes ☐ No ☐ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager

City of Scottsbluff, Nebraska

Monday, September 15, 2014

Regular Meeting

Item Bids2

Council to consider awarding the bid to First State Bank for warrants based on quotes for interest rates for the period 10/01/14 through 9/30/15.

Staff Contact: Renae Griffiths, Finance Director

Agenda Statement

Item No.

For meeting of: **September 15, 2014**

AGENDA TITLE: Award bid for warrants based on quotes for interest rates for period 10-01-14 through 9-30-15.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Finance

PRESENTATION BY: Rick Kuckkahn

SUMMARY EXPLANATION: We asked local banks to submit quotes on warrant interest rates they were willing to give us. Here are the results of that request:

First Natl Bank	1.19%
First State Bank	0.84%

These rates would be effective until 9-30-15 at which time I will request new rates.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Recommend that council approve First State Bank as the purchaser of our warrants from 10-01-14 through 9-30-15.

EXHIBITS

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

Other (specify) ☐ _____

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

City of Scottsbluff, Nebraska

Monday, September 15, 2014

Regular Meeting

Item Reports1

Council to discuss and take action on the Scottsbluff Public School District High School Bond issue.

Staff Contact: Rick Kuckahn, City Manager

City of Scottsbluff – Economic Development Strategic Plan

Workforce Development: Review and Recommendations

Thomas P. Miller and Associates (TPMA) reviewed the Scottsbluff-Gering region's workforce development initiatives and partnerships and developed the following series of recommendations to build upon the region's strong, existing foundation to improve service delivery and enhance the quality of the region's workforce.

Current Observations

Many organizations in the Scottsbluff-Gering region provide workforce development resources and programming to improve the skills and education attainment levels for their constituents. Some of the groups integral to the success of the region's workforce include Scottsbluff Public Schools, Gering Public Schools, Western Nebraska Communication College (WNCC), the Nebraska Department of Labor, and the Twin Cities Development Association, Inc.(TCD).

One of the most significant initiatives underway is the development of several high school Career Academies, in order to align with Rule 47 (Career Academy Program) from the Nebraska Legislature. As defined by the American Youth Policy Forum, a career academy is a smaller learning community within a larger high school setting (Brand, 2009). Scottsbluff High School is working to build such a facility for its career academies and to expand existing activities to align with Rule 47 guidelines. Currently, almost all of Scottsbluff High School's students are involved in related programs where the student is either a Career Participant (enrolled in one career education course) or a Career Concentrator (enrolled in two or more courses in the same career pathway). In order to align the career-focused initiatives at Scottsbluff High School to Rule 47, administrators are launching the following activities:

- A career exploration course offered in 8th and 9th grades
- An introductory course to a specific career field, aligned with identified career clusters, for all 9th and 10th grade students
- A career education course bearing 2 credits within a chosen career pathway
- One core academic course that ties specifically to the career pathway (e.g.: anatomy and physiology for nursing students)
- A personal learning plan for every student that includes work-based opportunities for job shadowing, career aptitude testing, industry tours, internships, and resume preparation
- Intensive academic counseling aligned with career guidance
- Career student organizations tied to the specific Career Academy (e.g.: DECA - Distributive Education Clubs of America for business students and FFA - Future Farmers of America for agriculture students)
- An advisory committee for each Career Academy includes industry representatives that meet at least twice per year to discuss internships, job shadowing, curriculum, industry needs, and guest speaking opportunities

The Scottsbluff High School administrators and WNCC are currently working diligently to align the effort into official Career Academies (as defined by the state), with many components of these activities ready to be implemented. Plans for expanded Career Academies are centered on the institution's identified career clusters, such as Business Marketing and Management; Human Science and Education; Agriculture, Food, and Natural Resources; Skilled and Technical Sciences; Communication and Information Systems; and Health Sciences. Plans also entail continued collaboration with WNCC on dual credits, industry tours, and other educational benefits. Gering High School plans to establish a Career Academies initiative with WNCC in the near future.

The Career Academies have strong partnerships with the business community, which provide job shadowing opportunities, internships, industry tours, and participants for an advisory council. Key stakeholders such as educators from WNCC, Scottsbluff Public Schools, and Gering Public Schools anticipate that the development of robust, systematic Career Academies will drive the advancement of Career and Technical Education (CTE) where previously, the approach to CTE has been scattered.

In addition to the public schools' drive in the education arena, WNCC is the keystone to the region's education attainment level advancement and strong workforce development. Currently, WNCC offers dual credit for several general studies courses, along with automotive body, automotive technology, and welding. In addition, Western Nebraska Community College offers customized training for industry, facility access, blended learning opportunities, and on-site employer-based training. The business-education committee focuses on a training consortia, but representatives from WNCC cite that the institution does not satisfactorily build public-private partnerships around the direct training of a workforce, nor does it adequately insource projects.

The key stakeholders interviewed also contend that one challenge to educational institutions' efforts to develop the workforce is that the regional culture is not one which has traditionally supported post-secondary education, certifications, and degrees. They validate this contention by reporting that students often choose classes based on how much they like the teacher instead of choosing classes that further their career objectives. Additionally, community stakeholders share a major concern regarding the shortage of workers with adequate soft skills, work ethic, workplace skills, and 21st Century skills.

With respect to the public workforce system led by the Nebraska Department of Labor, the regional Career Center One-Stop in Scottsbluff offers employment and training related services for workers, youth, and businesses. The services are provided by a small staff focused on Unemployment Insurance (UI), Disabled Veterans Outreach Program (DVOP), and Workforce Investment Act (WIA) and covers an 11-county region. The strain of resources hinders the Career Center from effectively providing standard One-Stop services, including the delivery of on-the-job training (OJT) and specialized youth programs. The staff indicated there are no eligible recipients for the Trade Readjustment Allowances (TRAA) program. Currently, staff visit approximately 50-75 businesses per year with typical outcomes of creating job postings and obtaining referrals to other businesses for the same purpose.

The workforce staff collaborates with Darla Heggem, Employee Recruitment Manager from TCD, on initiatives such as business and industry tours with the Scottsbluff and Gering High Schools. The workforce system regional manager believes the impact of service delivery to companies and individuals in the region could be increased by strengthening the partnership with TCD.

TCD also conducts several workforce development programs focused solely on attracting talent to the Scottsbluff-Gering region. Such programs include: implementing a marketing campaign to encourage local high school alumni to return to the region; operating a job board on the TCD website; and partnering with the State of Nebraska to incentivize military veterans to move to the region.

Recommendations

To boost the quality of the region's workforce, the TPMA team recommends that regional organizations collaborate effectively on existing talent development, talent attraction, and the creation of a talent pipeline. Specific action steps include:

-
- 1. Cultivate Existing Talent**
 - a. Talent Coalition
 - b. Targeted Industry Workforce Training
 - c. Business Resource Network (BRN)
 - 2. Drive Talent Attraction**
 - a. "Talent Ready" Dashboard
 - b. Expand TCD Activities
 - 3. Establish a Talent Pipeline**
 - a. Career Academies
 - b. Career Awareness Series
-

1. Cultivate Existing Talent

The TPMA team recommends the establishment of a Talent Coalition, alignment of workforce training to the demands of identified targeted industries (i.e. Agriculture, Food Processing and Technology; Advanced Manufacturing and Precision Metals; Plastics and Chemicals; Health Services; Data Centers; and Oil and Gas Support Industries), and implementation of the Business Resource Network model.

a. Talent Coalition

Regional organizations should elevate and formalize as a Talent Coalition to ensure business and industry skills needs, both soft skills and technical skills, are identified and communicated to education and training partners. Other responsibilities should include establishing a certified workforce, developing brain drain mitigation tactics, and addressing low educational attainment levels. The Talent Coalition should include TCD, the Nebraska Department of Labor, Scottsbluff and Gering Public Schools, Aim for Brilliance, target industry representatives, and other stakeholder groups. Effectively, TCD should facilitate the effort to bring all of the necessary partners together.

b. Targeted Industry Workforce Training

In order to enhance the skills of the existing labor force in the region, TCD and the Talent Coalition are recommended to facilitate expansion of existing and development of new internship and apprenticeship programs with the targeted industries. Additionally, the Talent Coalition should identify needs and encourage development of new or enhanced education and training programs.

Though TCD's workforce initiative is currently focused on talent attraction, TCD is uniquely positioned to engage businesses that have connections to pertinent services outlined in the new Workforce Innovation and Opportunity Act (WIOA). The TPMA team recommends that TCD build a stronger partnership with regional representatives from the Nebraska Department of Labor to ensure effective existing talent development in the region.

c. Business Resource Network (BRN)

Outlined previously in this report, the Business Resource Network model connects economic development, workforce development, and education partners to address employers' needs in a variety of areas. If TCD extends its workforce development initiative to include existing talent development, a Business Resource Network is an essential tool for TCD and the Talent Coalition in order to identify the source of workforce issues and work collaboratively in the region to devise solutions.

2. Talent Attraction

Since TCD's main workforce initiative is centered on attracting talent to the region, the TPMA team recommends creating a new marketing tool, a Talent Ready Dashboard, to boost the region's workforce spotlight and magnify TCD's current workforce development activities. TCD should also enhance their current workforce activities, increasing the program's audience and boosting its quality.

a. Talent Ready Dashboard

In partnership with WNCC and Scottsbluff and Gering Public Schools, the TPMA team proposes TCD create a Talent Ready Dashboard: a marketing effort to promote the education and skills of the region's workforce. The Talent Ready Dashboard will provide pertinent workforce metrics for companies and site selection consultants researching the optimal location for a business for their operations. Such metrics can include:

- Educational attainment levels
- High school graduation rate
- Certificate holder figures
- Labor force participation rate
- Soft Skills participation

SOFT SKILLS CERTIFICATION

A soft skills certification program in the secondary education system can help senior high school students prepare for the transition from school to work and life beyond the classroom.

Ensuring that students are acquiring the needed work ethic in order to obtain and secure successful

employment is one of the main missions of the

program. Graduates with the certification have an

advantage when seeking employment as it identifies candidates with a

demonstrated work ethic.

Furthermore, soft skill certification is valuable for students applying to post-secondary institutions, as it shows that the student has learned the value of active participation in school, good attendance, and a hard work ethic.

Certification programs should include the following:

- Attendance and punctuality
- Communication
- Teamwork
- Leadership
- Critical Thinking

The Talent Ready Dashboard metrics are encouraged to be added to the TCD website and collateral material to be easily accessed by companies and site selection consultants.

b. Enhancement of Current TCD Workforce Operations

The TPMA team endorses the expansion of TCD's workforce activities to include talent attraction, as described above, as well as the amplification of current programs. TCD has developed and continues to maintain several strong tools that bring value to their talent attraction efforts, which includes growing Career Link, the marketing campaign aimed to draw alumni back to the region, and a newer initiative focused on attracting military veterans. Increased funding and staff would enable further development of these workforce development initiatives.

3. Establish a Talent Pipeline

While existing talent development and talent attraction are vital pieces to the workforce development puzzle, creating a pipeline of talent for industry is the third integral element. For successful creation of the talent pipeline, the expansion of Career Academies and the creation of a Career Awareness Summit are essential.

a. Career Academies

Scottsbluff Public Schools have outlined detailed plans for alignment with the State of Nebraska's Rule 47, including an expansion of its current programming. In addition, Gering Public Schools have plans to initiate their own Career Academies in collaboration with WNCC, and should focus its programs on target industries (i.e. Agriculture, Food Processing, and Technology; Advanced Manufacturing and Precision Metals; Plastics and Chemical; Health Services; Data Centers; and Oil and Gas Support Industries). As previously described above, the Career Academies should have a special focus on work-based learning opportunities, such as apprenticeships and internships, for students.

One supplemental service from the advisory council to help guide the Career Academies is an employer needs assessment effort. The initiative – the Employer Learning Network (ELN) – will assess the needs of various segments of the employer base within the Scottsbluff-Gering region to determine common challenges many businesses face. Essentially, the ELN is an industry, post-secondary, and community college partnership whose mission is to build academic programs to meet specific job needs.

b. Career Awareness Summit

Building from the Industry Tour series, in which local businesses provide tours and career information to high school students, the TPMA team urges the Talent Coalition to launch a Career Awareness Summit. The Summit would focus on the skills and knowledge required for youth and adults to take advantage of career opportunities obtainable in the targeted industry sectors. Industry leaders and workforce development practitioners would present on the needed skills, possible occupations, growing careers, and effectively communicating the current status and future needs of the region's workforce. Students should also present on their experience in the Career Academies, essentially acting as ambassadors to their peers with the goal of persuading other students to pursue further education and training in targeted industries. Prior to each year's Summit, both education and technical education teachers should have the opportunity to participate in "field trips" to the region's major employers in order to learn how the curricula relates to real world examples. In addition, the local newspaper could run a series of

articles addressing specific issues to be discussed at the summit in addition to the Talent Coalition offering a workforce “report card”.

In summary, the region’s workforce partners have established creative and effective programs. The Scottsbluff and Gering Public Schools, WNCC, Nebraska Department of Labor, and TCD have all built a strong foundation upon which these recommendations would take development to the next level.

City of Scottsbluff, Nebraska

Monday, September 15, 2014

Regular Meeting

Item Reports2

Council to consider approval of the contract with the Scottsbluff Firefighters Local #1454, and authorize the Mayor to execute the contract.

Minutes: 2014-2016 FIRE CONTRACT (2 year contract attached)

Staff Contact: Rick Kuckkahn, City Manager

INDEX

	<u>PAGE</u>
AGREEMENT	3
ARTICLE I UNION RECOGNITION	3
ARTICLE II MANAGEMENT RIGHTS	3
ARTICLE III DISCIPLINE AND DISCHARGE	4
ARTICLE IV FIREFIGHTERS' BILL OF RIGHTS	4
ARTICLE V CHECK-OFF	5
ARTICLE VI BULLETIN BOARD	6
ARTICLE VII BARGAINING/NEGOTIATIONS & BUSINESS	6
ARTICLE VIII WAGES	7
ARTICLE IX OVERTIME AND CALL BACK PAY	7
ARTICLE X WORK OUT OF CLASS	8
ARTICLE XI HOLIDAYS	8
ARTICLE XII VACATION LEAVE	9
ARTICLE XIII SICK LEAVE	9
ARTICLE XIV SICK LEAVE CONVERSION	9
ARTICLE XV SICK LEAVE INCENTIVE	10
ARTICLE XVI SICK LEAVE - SEPARATION OF EMPLOYMENT	10
ARTICLE XVII FUNERAL LEAVE	10
ARTICLE XVIII PERSONAL LEAVE	10
ARTICLE XIX JOB-RELATED INJURIES	10
ARTICLE XX LIFE INSURANCE	11

ARTICLE XXI	HEALTH AND DENTAL INSURANCE	11
ARTICLE XXII	DAMAGE TO EYEGLASSES/WATCHES	11
ARTICLE XXIII	VACCINATIONS	12
ARTICLE XXIV	PHYSICAL FITNESS	12
ARTICLE XXV	GRIEVANCE PROCEDURE	12
ARTICLE XXVI	CITY SAFETY COMMITTEE	13
ARTICLE XXVII	LABOR/MANAGEMENT COLLABORATION GROUP	14
ARTICLE XXVIII	CONTRACT LANGUAGE RE-OPENER	14
ARTICLE XXIX	STRIKES AND LOCKOUTS	14
ARTICLE XXX	DURATION OF AGREEMENT	15

AGREEMENT

THIS AGREEMENT is between the City of Scottsbluff (hereinafter referred to as the “City”, and Scottsbluff Firefighters Local #1454 (hereinafter referred to as the “Union” and amends and replaces in its entirety the agreement dated October 1, 2014 – September 30, 2016, including any and all amendments.

ARTICLE I UNION RECOGNITION

The City of Scottsbluff, Nebraska, a municipal corporation, recognizes Firefighters Local #1454 as the sole and exclusive bargaining representative for all fulltime Firefighters holding positions or classification subordinate to the Fire Chief.

ARTICLE II MANAGEMENT RIGHTS

Nothing in this Contract shall be construed to restrict, limit, or impair the rights, powers, and authority of the City under the laws of the State of Nebraska and the ordinances of the City.

The City shall not be deemed to have agreed to any restrictions upon the manner of exercising such powers and duties other than those clearly specified in the Contract.

The reserved rights, powers, and authority of the City include, but are not limited to the following:

1. The rights to determine, effectuate, and implement the objectives and goals of the City;
2. The rights to manage and supervise all operations and functions of the City;
3. The right to establish, allocate, schedule, assign, modify, change and discontinue City operations, work shifts, and working hours, including overtime hours;
4. The right to establish, modify, change, and discontinue work standards; however, NFPA Standards remain the guideline and goal.
5. The right to hire, examine, classify, promote, train, transfer, assign, and retain employees; suspend, demote, discharge, or take other disciplinary action against employees for just cause; and to relieve employees from duties due to lack of work or reduction of funds;
6. The right to increase, reduce, change, modify, and alter the composition and size of the work force;
7. The right to determine, establish, change, modify, and implement policies for the selection, training, and promotion of employees;
8. The right to create, establish, change, modify, and discontinue any City function, operation and department.

9. The right to establish, implement, modify, and change financial policies, accounting procedures, prices of goods or services, public relations, and procedures and policies for the safety, health, and protection of City property and personnel;
10. The right to classify jobs and to allocate individual employees to appropriate classifications based upon duty assignments. The City will not abolish or change any bargaining unit classifications for the purpose of depriving the bargaining unit employees of their benefits under this Contract.
11. The right to establish reasonable work rules.
12. If it is determined that there is a conflict between the Personnel Rules and Regulations or Administrative Regulations and the provisions of this Contract, the Contract will govern until changes incorporated in the Personnel Rules and Regulations are specifically addressed in the Contract.
13. The right to adopt, modify, change, enforce, or discontinue any existing rules, regulations, procedures and policies which are not in direct conflict with any provision of this Contract;
14. The right to determine and enforce employee's quality and quantity standards;

ARTICLE III DISCIPLINE AND DISCHARGE

The procedure(s) for discipline and/or discharge shall be in accordance with the Civil Service Rules and Regulations and Nebraska Statutes.

The CITY shall provide each employee represented by this Union a copy of the Civil Service Rules and Regulations and approval by the commission of any amendments.

ARTICLE IV FIREFIGHTER'S BILL OF RIGHTS

This bill of rights will be used only in the event that disciplinary action is being considered. Minor issues shall be handled through open communication and narrative.

1. Prior to any questioning, as above, the employee shall receive reasonable advanced written notice regarding the circumstances upon which the proposed discipline may be based. Should the questioning be based upon a citizen's complaint, the complainant must submit so in writing, and the employee shall be entitled to receive a copy of the citizen's complaint before questioning.
2. The employee shall have the right to have interrogation conducted at a reasonable hour, preferably at a time when the employee is on duty.

3. The employee shall have the right to be compensated for actual time spent in interrogation unless the employee is on his/her regular duty shift and shall be informed of the name and rank of any persons conducting the interrogation.
4. The employee shall have the right to the presence of UNION representative and/or UNION attorney during the interrogation, and such representative shall have a reasonable right to be heard.
5. Only one person may be allowed to conduct the interrogation and direct questions to the employee at any given time.
6. The interrogation session shall be limited to a total of two (2) hours unless the employee agrees to further interrogation. Further, the employee shall be allowed a fifteen (15) minute break after each forty-five (45) minutes of interrogation. The employee shall also have the right during the interrogation to be allowed to attend to his/her own physical necessities.
7. The employee shall not be subjected to any offensive language, nor shall he/she be threatened with dismissal, transfer, or other disciplinary punishment as an attempt to obtain his/her resignation, nor shall he/she be intimidated in any manner. No promises or rewards shall be made as an inducement to answer questions. Nothing in this section, however, shall prohibit CITY from ordering an employee to answer questions. Furthermore, nothing in this section shall preclude the CITY from informing the employee that refusal to answer questions or to comply with any lawful order shall be new and separate grounds for discipline up to and including termination.
8. The employee shall not have the right to record in any manner the interrogation. If CITY records the interrogation, either a transcript or a duplicate recording of the interrogation shall be provided to the employee at the CITY'S expense if disciplinary action is taken against the employee. The employee, or the UNION, must request such transcript or duplicate recording be provided, and, in that event, CITY will so provide within ten (10) working days. If the UNION makes the request, the affected employee must agree.

ARTICLE V CHECK-OFF

The City shall deduct regular Union dues from the pay of each employee covered by this contract, provided that at the time of such deduction there is in possession of the City a current un-revoked written assignment, executed by the employee, on a form provided by the Union and approved by the City. Such authorization may be revoked by the employee at any time by giving written notice thereof to the City.

The Union dues shall be deducted for 24 pay periods (twice a month) during the year and will within ten (10) days be remitted to the duly designated Union official. The Union official unless otherwise agreed shall be the treasurer. The Union shall advise the City in writing of any changes in the amount of the dues.

The City agrees to provide this service without charge to the Union.

ARTICLE VI BULLETIN BOARD

The City shall permit the Union to provide one bulletin board at a location designated by the Fire Chief, for the posting of Union meetings and elections, reports of Union committees, and other notices or announcements that would be of benefit or interest to each employee. All posted notices shall be on Union stationery and signed by an officer of the union.

Posted notices shall not contain anything political, discriminatory, or anything reflecting adversely upon the City or any of its employees. Any Union authorized violation shall entitle the City to cancel immediately the provisions of the Article and prohibit the Union further use of the bulletin board.

The bulletin board shall be for the exclusive use of the Union.

ARTICLE VII BARGAINING/NEGOTIATIONS AND BUSINESS

Members of the Scottsbluff Firefighters who are part of the bargaining committee, not to exceed four in number, shall be allowed to participate in labor negotiations with pay while on duty. Time spent in negotiations shall be scheduled with the Fire Chief at least 24 hours in advance. Time spent in negotiations shall not interfere with members' regularly scheduled maintenance and operations duties, and should not conflict with scheduled training. Time spent in negotiations shall be minimized so as not to interfere with normal daily duties of the members.

Members shall be allowed to participate with pay in labor/management collaboration activities while on duty. These activities will typically be scheduled in advance at a time mutually agreeable to both labor and management representatives. The purpose of these collaboration activities is to create a non-confrontational and on-going dialogue between labor and management to solve problems and resolve issues.

Whether participating in labor negotiations or labor/management collaboration activities, all on-duty members shall at all times be equipped to respond instantaneously to a call for service. If possible, and subject to scheduling by the Shift Commander, members involved in labor negotiations will not be the first unit to respond to a call for service.

Except as expressly authorized by the Fire Chief, overtime shall not be accrued due to bargaining unit activities. In no case shall off-duty members receive compensation for time spent in bargaining unit activities.

The City will allow the Scottsbluff Firefighters to use photocopiers if needed. The Firefighters will reimburse the City for reproduction costs.

ARTICLE VIII WAGES

Wages become effective October 6, 2014 reflect a cost of living adjustment increase for the Firefighters of 1.7% and Fire Captains of 1.7%.

<u>Class Title</u>	<u>Hourly Pay Schedule (56 hour week)</u>							
	1	2	3	4	5	6	7	8
Firefighter	12.49	13.12	13.77	14.46	15.18	15.94	16.74	17.58
Fire Captain	16.19	17.00	17.85	18.74	19.68	20.66	21.70	22.78

ARTICLE IX OVERTIME AND CALL BACK PAY

- (1) Work performed by employees which in the aggregate exceeds 106 hours over a two week work period will be compensated at the rate of one and one-half (1 1/2) times the regular hourly rate for the actual time worked in excess of 106 hours during each work period. No time taken as funeral leave, excused absence without pay, injury leave, personal leave, or compensatory time-off shall be considered actual time worked for the purposes of calculating overtime.
- (2) Sick leave shall count as hours worked for the purposes of calculating overtime.
- (3) For the purposes of calculating shift pay, if necessary for Fair Labor Standards Act purposes, no time taken as sick leave shall be considered actual time worked.
- (4) Emergency Overtime Pay: Work performed by employees in excess of two-hundred and twenty-four (224) hours per four weeks for emergency purposes that extends past the shift change ending at 7:00 A.M. will be compensated for a minimum of one (1) hour at the rate of one and one-half (1 1/2) times, or one and one-half (1 1/2) times the actual time worked performed by the employees in excess of one hundred and sixty-eight hours per three weeks for emergency purposes at that extends past the shift change ending at 7:00 A.M., will be compensated for a minimum of (1) hour at the rate one and one-half (1 1/2) times, or one and one-half (1 1/2) times the actual time worked, whichever is greater.
- (5) Call Back Pay: If an employee is called back to duty for emergency purpose (see "Definitions) during the employee's off duty time and such time does not include any

part of the shift of such employee, such employee will be paid for a minimum of one hour at a rate of double time, or double the actual time worked, whichever is greater.

- (6) Employees may be temporarily assigned to work during periods other than their regular shift for the purpose of in-service training, special assignment, etc. and such time shall not be included in call back pay but in regular overtime.

Definitions

- (1) **Emergency purpose:** Emergency purpose would include duties performed by an employee which are necessary for the immediate preservation of life or property.
- (2) **Non-Alarm:** Call to an employee for a minor emergency.
- (3) **City Alarm (Second Alarm):** Call to an employee involving the use of sirens, pagers, radios or telephones which notify them of an emergency situation.
- (4) **Call Back:** Response of an off-duty employee to a City Alarm.
- (5) A **work period** shall consist of 14 consecutive calendar days commencing at 7:00 a.m. on Monday and concluding on that hour on the 14th day.

ARTICLE X WORK OUT OF CLASS

When a member of the bargaining unit is temporarily assigned to act as Captain, 5% out-of-class pay will begin with the first hour of work, so long as the assignment is a full shift (24 hours). The schedule shall be set so that one person is assigned to the position for the length of the regular Captain's absence. This policy provides for continuity and accountability of command.

No employee shall work out of class unless directed to do so by the Shift Commander or Fire Chief. All work out of class is subject to procedures established by the Fire Chief.

ARTICLE XI HOLIDAYS

The following days are considered official holidays by the City of Scottsbluff and for firefighters will be paid on the basis of 12 hours of pay for each holiday.

- | | |
|--------------------------------|--------------------------------------|
| 1. New Year's Day | January 1 |
| 2. Martin Luther King, Jr. Day | 3 rd Monday of January |
| 3. President's Day | 3 rd Monday of February |
| 4. Memorial Day | Last Monday of May |
| 5. Independence Day | July 4 th |
| 6. Labor Day | 1 st Monday of September |
| 7. Veteran's Day | November 11 th |
| 8. Thanksgiving Day | 4 th Thursday of November |
| 9. Day after Thanksgiving | 4 th Friday of November |
| 10. Christmas Day | December 25 th |

ARTICLE XII VACATION LEAVE

Full time employees who work on a shift basis so as to average a 56 hour work week, will receive vacation leave as follows:

1 to 10 years: Five (5) work shifts (120 hours) per year
10 to 15 years: Seven (7) work shifts (168 hours) per year
15 to 20 years: Eight (8) work shifts (192 hours) per year
After 20 years: Nine (9) work shifts (216 hours) per year

All vacation earned prior to the current pay period will be available for use, except for sick leave conversion time which must be used by December 31 of each year.

Maximum Accruals:

Firefighters with less than fifteen (15) years of service:
Accrued vacation leave shall not exceed (12) shifts (288 hours)
Firefighters with more than fifteen (15) years of service:
Accrued vacation leave shall not exceed fourteen (14) shifts (336 hours).

Accrued vacation time which would exceed such maximum accruals is automatically forfeited and canceled.

It is highly recommended all employees use at least three (3) consecutive shifts (72 hours) of annual vacation earned, unless the Department deems it necessary for the health and well being of the employee to mandate use of vacation.

ARTICLE XIII SICK LEAVE

Sick leave will accumulate at the rate of 24 hours or one working day of sick leave for each calendar month of service, for a total of 288 hours per year. Sick leave for fire personnel who work shifts may be accumulated up to 45 working shifts (1,080 hours) as of December 31 of any year.

ARTICLE XIV SICK LEAVE CONVERSION

The present maximum accrual of sick leave as of December 31 of any year shall remain at 1,080 hours (90 days).

Any sick leave accumulated in excess of 1,080 hours (90 days) as of December 31 of any year may be converted to vacation leave at the rate of one additional hour of vacation for every three (3) hours of unused sick leave as of December 31 of any year.

**ARTICLE XV
SICK LEAVE INCENTIVE**

When each full time employee does not utilize any part of the annual 12 days sick leave during the course of a calendar year, beginning January 1, 2001, each employee will receive one additional shift (24) hours of vacation leave; provided, such additional leave will be included in determining the maximum accumulation of vacation to be allowed to be carried over from year to year.

**ARTICLE XVI
SICK LEAVE AND SEPARATION OF EMPLOYMENT**

Upon separation of employment after 15 years of service, a member will be paid for forty (40) percent of accumulated sick leave not to exceed the equivalent of four (4) work weeks.

**ARTICLE XVII
FUNERAL LEAVE**

Funeral leave not to exceed three (3) shifts (72 hours) may be granted for death of a member of the employee's immediate family (spouse, children, step-children, father, step-father, mother, step- mother, brother, sister, grandparent, grandchildren, mother-in-law, father-in-law or persons living in the same household.) The City Manager may authorize sick leave if circumstances or the travel distance from Scottsbluff warrants additional time.

**ARTICLE XVIII
PERSONAL LEAVE**

Beginning January 1, twenty-four (24) hours of personal leave per year will be credited to each member of the bargaining unit to be scheduled and taken in accordance with the procedures to be set forth in writing by the Fire Chief. Personal leave is not cumulative from year to year. No compensation will be provided for unused personal leave hours.

**ARTICLE XIX
JOB-RELATED INJURIES**

An employee who is unable to work as the result of a job related injury or disease for which worker's compensation benefits are payable will receive that portion of the employee's regular salary not paid by worker's compensation insurance, up to the amount an employee would receive after taxes during a regular pay period. The portion not paid by workers' compensation insurance will be paid by the City.

Workers' compensation reports must be filed and signed within 24 hours after the accident has taken place. After review by the injured/ill employee's supervisor, the completed report should be forwarded directly to the City's Risk Manager. It is the employee's responsibility to report ALL job related injuries and illnesses.

An employee may receive injury leave for a period not to exceed six (6) months of accumulated time when away from work as a result of a work related injury. After six (6) months of accumulated injury leave within a two (2) year period, if that employee is unable to return to his/her present position or to another vacant position for which he/she is qualified, that individual may be terminated.

ARTICLE XX LIFE INSURANCE

The City will provide a \$30,000 term life insurance policy for each full time employee. The employee will be allowed an option to purchase an additional amount of insurance provided the premium for such optional coverage is paid by the employee.

ARTICLE XXI HEALTH AND DENTAL INSURANCE

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

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

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

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

ARTICLE XXII DAMAGE TO EYEGLASSES/ WATCHES

The City will provide a plan for members of the bargaining unit for payment of damages to eyeglasses when such eyeglasses are damaged or broken in the line of duty. The City will also provide for payment of damages to watches which are damaged or broken in the line of duty not to exceed twenty dollars (\$20.00) per incident.

ARTICLE XXIII VACCINATIONS

The City will provide a Hepatitis B vaccination program in compliance with state law, including a titer test and annual PPD test for TB.

ARTICLE XXIV PHYSICAL FITNESS

A daily exercise program will be held during shift hours through a qualified fitness center (currently the YMCA). The physical fitness program, to include aerobic and weight training, will adhere to standards determined by the Fire Chief and be administered through department regulations.

ARTICLE XXV GRIEVANCE PROCEDURE

Individual employees will have the opportunity to discuss any concerns or grievances with their supervisors in order to find a solution as soon as possible. An employee voicing a grievance or concern is entitled to bring forward such a concern or grievance without retribution, discrimination, or harassment. Grievances will be addressed according to the following guidelines, with all references to days being calendar days:

Step 1 - An employee shall notify the immediate supervisor about the grievance within five (5) days of the incident in question. This notification shall be in writing. Within five (5) days after being notified of the grievance, the supervisor will:

- 1) describe the grievance in writing
- 2) investigate the circumstances surrounding the grievance, including interviewing the employee to clarify the issues involved,
- 3) initiate any corrective action, if necessary,
- 4) inform the employee of the decision or action to resolve the grievance.

Step 2 - If the grievance is not resolved to the satisfaction of the employee, the employee may file a written statement of the grievance with the Department Director of his/her department within five (5) days of the date he/she was informed of the immediate supervisor's decision. Within five (5) days after receiving the written grievance, the department director will:

- 1) document receipt of the grievance,
- 2) investigate the circumstances surrounding the grievance including examining related documentation and interviewing the employee and immediate supervisor,
- 3) confirm, reject, or alter the immediate supervisor's decision and initiate corrective action, if necessary, and
- 4) provide the employee, immediate supervisor, and Human Resources Division with copies of the written decision.

Step 3 - If the department director does not resolve the grievance to the satisfaction of the employee, the employee may file and appeal with the Human

Resources Director within five (5) days of receiving the department director's written decision.

Within ten (10) days of receiving the written appeal, the Human Resources Director will:

- 1) document receipt of the grievance,
- 2) investigate the circumstances surrounding the grievance including examining related documentation and interviewing the employee, immediate supervisor, and department director,
- 3) render a recommendation, and
- 4) refer the appeal and recommendation to the City Manager for final determination.

Within five (5) days of receiving the written grievance and related material from the Human Resources Director, the City Manager will make a final determination, after soliciting additional information if he/she deems it necessary.

The City Manager's decision is final with no additional administrative appeal.

After the final determination, the City Manager will provide a written copy of the decision to the employee, immediate supervisor, department director, and Human Resources Division.

Step Four - If the grievance is not settled by the City Manager to the satisfaction of the employee, the employee may seek redress from the Civil Service Commission as provided by local ordinance or the courts as provided by law. The City Council is limited to making inquiries and investigations as provided by Article 6 of Chapter 19, R.R.S. 1943.

Employee will present all grievances in person. Time used to present a grievance or appeal will not be paid by the City and permission to be absent from duty to present a grievance must be obtained in advance, which permission will not be unreasonably denied. None of the above steps precludes the possibility of meetings at any point to discuss the issues and attempt to settle them.

ARTICLE XXVI CITY SAFETY COMMITTEE

One member shall be designated by the Firefighters as their representative to the City safety and wellness committee. The purpose of this committee is to improve the health, safety and welfare of all City employees, as well as to reduce the costs associated with on- and off-the-job illnesses and injuries.

ARTICLE XXVII LABOR/MANAGEMENT COLLABORATION GROUP

To improve the effectiveness of the Fire Department and to facilitate an on-going dialogue between labor and management, a labor/management collaboration group is established with a structure and mission committed to preserving and strengthening the

Fire Department. This group will meet at least twice a quarter to continue the on-going dialogue and in an annual retreat to assess opportunities for further solidifying the cooperative relationship between the City and its employees. Members shall be allowed to participate with pay in labor/management collaboration activities while on duty. The purpose of these activities is to create a non-confrontational forum for labor and management to solve problems and resolve issues, particularly those that are not suited to the limitations of contract negotiations. These activities will typically be scheduled in advance at a time mutually agreeable to both labor and management representatives.

ARTICLE XXVIII CONTRACT LANGUAGE RE-OPENER

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

The City and Union agree to re-open for discussion their healthcare benefit package during the term if agreed to by all the parties.

In the event Regional West Medical Center discontinues providing free Hazmat physicals for the Firefighters, the City agrees to pay for an annual physical for the Hazmat team.

ARTICLE XXIX STRIKES AND LOCKOUTS

Neither the Union nor any of its officers, agents or employees will instigate, promote, sponsor, engage in or condone any strike, slowdown, concerted stoppage of work, or any other intentional interruption of operations of the City, regardless of the reason for so doing.

ARTICLE XXX
DURATION OF AGREEMENT

This contract shall be effective as of 7:00 a.m., October 1, 2014, and shall remain in full force and effect until 6:59 a.m., October 1, 2016. This contract shall automatically renew from year to year thereafter unless either party notifies the other in writing that it wishes to modify this Contract. This notification shall be made no later than May 1st each year beginning in 2016. The process for labor negotiations shall be established by the labor/management collaboration group and shall be mutually agreed to by the City and the Firefighters Group. Actual negotiations should begin no later than May 15th of the applicable year.

IN WITNESS THEREOF, the parties hereto have set their hands this _____ day of _____, 2014.

CITY OF SCOTTSBLUFF, NEBRASKA

SCOTTSBLUFF FIREFIGHTERS LOCAL #1454

Mayor

President

ATTEST:

City Clerk

Contract between
the Scottsbluff Firefighters Local #1454
and the City of Scottsbluff



Scottsbluff Firefighters
City of Scottsbluff, Nebraska

October 1, 2014 — September 30, 2016

City of Scottsbluff, Nebraska

Monday, September 15, 2014

Regular Meeting

Item Reports3

Council to consider entering into a Spectrum Lease Agreement with Sensus for the required FCC licensing needed to operate the FlexNet equipment that will be used to obtain water meter readings and authorize the Mayor to execute the contract.

Staff Contact: Rick Kuckkahn, City Manager

Agenda Statement

Item No.

For meeting of: September 15, 2014

AGENDA TITLE: Council to consider entering into a Spectrum Lease Agreement with Sensus for the required FCC licensing needed to operate the FlexNet equipment that will be used to obtain water meter readings.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Public Works Department

PRESENTATION BY: Rick Kuckkahn, City Manager

SUMMARY EXPLANATION: The City uses Sensus water meters and are upgrading them to radio read style so eventually readings can be gathered within a few hours with Sensus FlexNet equipment.

Sensus has been handling the required FCC Licensing needed to obtain readings, however a Spectrum Lease Agreement is now required as a formality effectuated by updated FCC regulations. (The frequencies of the FCC License within the City's geographic service area are called the Leased Spectrum.) The Lease provides for the agreed upon use of the spectrum for Sensus products and enables Sensus to file a spectrum lease with the FCC on the City's behalf.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Council approve the Agreement and authorize the Mayor to execute it.

EXHIBITS

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

Other (specify) ☒ Copy of Spectrum Lease Agreement

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

**FCC Notification for Spectrum Manager Lease
Ownership Disclosure Information
and
Spectrum Lease Agreement
("Agreement")**

This Agreement contains two parts: Part (1) is The FCC Notification for Spectrum Manager Lease, to be filed with the FCC by Sensus on behalf of the Customer, coupled with Ownership Disclosure Information required for the FCC lease and Part (2) is a Spectrum Lease Agreement between Sensus as Lessor and Customer as Lessee. Together, these two parts create the Agreement.

The number of pages in this Agreement is indicated below, and Customer represents that it has received, reviewed, and completed the entire Agreement. By their signatures below, the parties agree to the terms and conditions set forth in this Agreement. The parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year written below.

Sensus USA Inc. & Sensus Spectrum, LLC (together, "Sensus")	Customer: City of Scottsbluff (NE)
Sensus USA Inc. Signature: _____ Name: <u>Colin Flannery</u> Title: <u>Vice President</u> Date: _____	Signature: _____ Name: <u>Randy Meininger</u> Title: <u>Mayor</u> Date: _____
Sensus Spectrum, LLC Signature: _____ Name: <u>Colin Flannery</u> Title: <u>Vice President</u> Date: _____	Customer contact person for FCC filings: Name: <u>Jack Satur, Water System Supervisor</u> Phone: <u>308-630-6258</u> Email: <u>jesatur@scottsbluff.org</u> Customer FRN: _____ Customer Tax ID: <u>47-6006350</u>



Part 1: Notification for Spectrum Manager Lease

In order for Sensus to apply to the FCC on the Customer's behalf for a spectrum manager lease, Customer must complete the information below in boxes one (1) through ten (10) and certify via authorized signature. Customer's signature will indicate that Customer authorizes Sensus to file the spectrum manager lease notification on FCC Form 608 with the Customer as spectrum Lessee, and if Customer does not already have one, ownership disclosure information on FCC Form 602.

Customer / Lessee Information

1	Customer/Lessee Name: City of Scottsbluff		
	Attention To: Cindy Dickinson, City Clerk		Name of Real Party in Interest:
	Street Address: 2525 Circle Drive		City: Scottsbluff
	State: NE	Zip: 69361	Phone: 308-630-6221
	Fax: 308-630-6294		Email: cdickins@scottsbluff.org
	Is Customer contact information same as above? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If No, complete box 2 below)		

Additional Customer/Lessee Contact Information

2	Company Name: City of Scottsbluff		
	Attention To: Vicky Thomason, Utilities Admin Coordinator		
	Street Address: 2525 Circle Drive		City: Scottsbluff
	State: NE	Zip: 69361	Phone: 308-630-6258
	Fax: 308-632-6728		Email: vlthomason@scottsbluff.org

3	Customer/Lessee is a(n) (Select one): <input type="checkbox"/> Individual I <input type="checkbox"/> Unincorporated Association I <input type="checkbox"/> Trust
	<input checked="" type="checkbox"/> Government Entity I <input type="checkbox"/> Corporation I <input type="checkbox"/> Limited Liability Company I <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership I <input type="checkbox"/> Limited Liability Partnership I <input type="checkbox"/> Consortium I <input type="checkbox"/> Other _____

4	FCC Form 602: FCC File Number of Customer's Form 602 Ownership Information: _____. If Customer has not filed a Form 602, Sensus will file one for Customer. Please complete questions 5, 6, and 7 below if Customer does <u>not</u> have a Form 602 on file.
	Customer must complete items 8, 9 and 10 irrespective of whether Customer has an ownership report on file.

5	Customer Tax ID: 47-6006350
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6	Individual Contact For FCC Matters	
	Please designate one individual (the Director of Public Works or similar person) who is responsible to the FCC for the operation of the FlexNet radio system. This person would need to obtain his or her own personal FRN (FCC Registration Number) by going to the link below and completing the individual FRN registration.	
	Name Jack Satur	
	Title: Water System Supervisor	
	Email: jesatur@scottsbluff.org	Phone: 308-630-6258
	Personal FRN:	
Link for obtaining personal FRN: https://apps.fcc.gov/coresWeb/regEntityType.do		

Ownership Disclosure Information**7**

If Customer/Lessee is a government entity, list the names of the Mayor and all Council Members below, as well as verify citizenship and ownership interests in any entity regulated by the FCC. Such ownership must be disclosed where a mayor/council member owns 10% or more, directly or indirectly, or has operating control of any entity subject to FCC regulation. If any answer to Ownership question is Yes, or any answer to Citizenship question is No, provide an attachment with further explanation.

	US Citizen?	Ownership Disclosure?
Mayor: Randy Meininger	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Council Member: Raymond Gonzales	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Council Member: Scott Shaver	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Council Member: Mark McCarthy	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Council Member: Liz Hilyard	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Alien Ownership Questions (if the answer is Yes, provide an attachment explaining the circumstances)**8**

1) Is the Customer/Lessee a foreign government or the representative of any foreign government? ☐Yes ☒No

Basic Qualification Information**9**

1) Has the Customer or any party to this application had any FCC station authorization, license, or construction permit revoked or had any application for an initial, modification or renewal of FCC station authorization, license or construction permit denied by the Commission?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2) Has the Customer or any party to this filing, or any party directly or indirectly controlling the Customer or any party to this filing ever been convicted of a felony by any state or federal court?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3) Has any court finally adjudged the Customer or any party directly or indirectly controlling the Customer guilty of unlawfully monopolizing or attempting to unlawfully monopolize radio communication, directly or indirectly, through control of manufacture or sale of radio apparatus, exclusive traffic arrangement, or any other means or unfair methods of competition?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Customer/Lessee Certification Statements**10**

1) The Customer/Lessee agrees that the Lease is not a sale or transfer of the license itself.	<input checked="" type="checkbox"/> Yes
2) The Customer/Lessee acknowledges that it is required to comply with the Commission's Rules and Regulations and other applicable law at all times, and if the Customer/Lessee fails to so comply, the Lease may be revoked, cancelled, or terminated by either the Licensee or the Commission.	<input checked="" type="checkbox"/> Yes
3) The Customer/Lessee certifies that neither it nor any other party to the Application/Notification is subject to a denial of Federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C § 862, because of a conviction for possession or distribution of a controlled substance (See Section 1.2002(b) of the rules, 47 CFR § 1.2002(b), for the definition of "party to the application" as used in this certification.)	<input checked="" type="checkbox"/> Yes
4) The Customer/Lessee hereby accepts Commission oversight and enforcement consistent with the license and lease authorization. The Lessee acknowledges that it must cooperate fully with any investigation or inquiry conducted either by the Commission or the Licensee, allow the Commission or the Licensee to conduct on-site inspections of transmission facilities, and suspend operations at the direction of the Commission or the Licensee and to the extent that such suspension of operation would	<input checked="" type="checkbox"/> Yes

be consistent with applicable Commission policies.	
5) The Customer/Lessee acknowledges that in the event an authorization held by a Licensee that it has association with it a spectrum leasing arrangement that is the subject of this filing is revoked, cancelled, terminated, or otherwise ceases to be in effect, the Customer/Lessee will have no continuing authority to use the leased spectrum and will be required to terminate its operations no later than the date on which the Licensee ceases to have any authority to operate under the license, unless otherwise authorized by the Commission.	<input checked="" type="checkbox"/> Yes
6) The Customer/Lessee agrees the Lease shall not be assigned to any entity that is not eligible or qualified to enter into a spectrum leasing arrangement under the Commission's Rules and Regulations.	<input checked="" type="checkbox"/> Yes
7) The Customer/Lessee waives any claim to the use of any particular frequency or of the electromagnetic spectrum as against the regulatory power of the United States because of the previous use of the same, whether by spectrum lease or otherwise.	<input checked="" type="checkbox"/> Yes
8) The Customer/Lessee certifies that it is not in default on any payment for Commission licenses and that it is not delinquent on any non-tax debt owed to any federal agency.	<input checked="" type="checkbox"/> Yes

The Customer/Lessee certifies that all of its statements made in this Application/Notification and in the schedules, exhibits, attachments, or documents incorporated by reference are material, are part of this Application/Notification, and are true, complete, correct, and made in good faith. The Customer/Lessee shall notify Sensus in writing in the event any information supplied on this form changes.

Type or Printed Name of Party Authorized to Sign

First Name: Randy	MI:	Last Name: Meininger	Suffix: Mr.
Title: Mayor		Customer Name: City of Scottsbluff	
Signature:			Date:
FAILURE TO SIGN THIS APPLICATION MAY RESULT IN DISMISSAL OF THE APPLICATION AND FORFEITURE OF ANY FEES PAID.			
WILLFUL FALSE STATEMENTS MADE ON THIS FORM OR ANY ATTACHMENTS ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. Code, Title 18, Section 1001) AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. Code, Title 47, Section 312(a)(1)) AND/OR FORFEITURE (U.S. Code Title 47, Section 503).			

Part 2: SPECTRUM LEASE AGREEMENT

Background

- A. Customer has bought or will buy or use FlexNet equipment manufactured by Sensus;
- B. Sensus is leasing spectrum to Customer to operate the FlexNet equipment;
- C. The spectrum that Sensus is leasing is authorized by Sensus' FCC License(s); and
- D. Sensus is leasing spectrum to Customer in the area where FlexNet equipment will be operated (the "Service Area").

Agreement

- A. **Spectrum Lease.** Sensus hereby grants to Customer and Customer accepts a spectrum manager lease ("Lease") over the frequencies of the FCC License and solely within Customer's Service Area. (The frequencies of the FCC License within Customer's geographic Service Area are called the "Leased Spectrum"). For use of the spectrum, Sensus shall partition \$1 from the annual/monthly or other ongoing fees already being paid by Customer, and such amount is hereby allocated to the spectrum Lease pursuant to this Agreement.
- B. **FCC Forms.** At the Federal Communications Commission (FCC), Sensus will; (1) obtain an FCC Registration Number (FRN) for Customer; (2) submit on behalf of Customer the FCC Form 602 Ownership Disclosure Information if Customer has not already done so; and (3) file a FCC Form 608, notification/application for long-term spectrum manager lease. This Lease becomes effective when the FCC accepts the FCC Form 608.
- C. **Lease Application.** In order to complete the FCC lease application, Customer will:
 - i. Complete and sign the representations in Part 1 of this Agreement such that Customer demonstrates it qualifies for a spectrum lease under FCC rules. Customer's signature will indicate that Customer authorizes Sensus to; (1) obtain an FRN on behalf of Customer; (2) submit the FCC Form 602 Ownership Disclosure Information on behalf of Customer if Customer has not already done so; and (3) file the spectrum manager lease notification on FCC Form 608 with the Customer as spectrum lessee.
 - ii. Give Sensus the coordinates of the boundaries of Customer's Service Area or, alternatively, approve Sensus' estimation of the same.
 - iii. If Customer has not already done so; Customer hereby authorizes Sensus to apply on Customer's behalf and obtain for Customer a Federal Registration Number (FRN, the FCC's unique identifier for each licensee) and shall supply Sensus with Customer's Taxpayer Identification Number (TIN).
 - iv. Provide any other information or other cooperation reasonably necessary for the Parties to perform as set forth herein.
- D. **Permitted Use of Spectrum Lease.** Customer may transmit or receive over the Leased Spectrum only in the Service Area and only using FlexNet equipment manufactured by Sensus and used in accordance with Sensus' specifications. Customer may use the Leased Spectrum only to read and direct meters in support of Customer's primary utility business or any other operation approved by Sensus in writing. Without limiting the foregoing, Customer is prohibited from reselling, subleasing or sublicensing the Leased Spectrum or from transmitting voice communications over the Leased Spectrum.
- E. **Term of Spectrum Lease.** Unless terminated earlier (because for example Customer stopped using the FlexNet equipment), this Lease will have the same term as the FCC license. If Customer is operating in compliance with this Agreement and Customer's underlying agreement with Sensus and is current on any payments owed to Sensus, when the FCC License renews, the Parties will apply to the FCC to renew this Lease.
- F. **Termination of Spectrum Lease.** The Lease will terminate: (a) two months after Customer stops transmitting with FlexNet equipment manufactured by Sensus; (b) upon termination, revocation or expiration of the FCC License; or (c) upon Customer's breach of this Agreement.
- G. **FCC Compliance.** The following FCC requirements apply
 - i. Pursuant to 47 CFR 1.9040(a);
 - (a) Customer must comply at all times with applicable FCC rules. This Agreement may be revoked by Sensus or the FCC if Customer fails to so comply;
 - (b) If the FCC License is terminated, Customer has no continuing right to use the Leased Spectrum unless otherwise authorized by the FCC;
 - (c) This Agreement is not an assignment, sale or other transfer of the FCC License;
 - (d) This Agreement may not be assigned except upon written consent of Sensus, which consent may be withheld in its discretion; and
 - (e) In any event, Sensus will not consent to an assignment that does not satisfy FCC rules.
 - ii. Referencing 47 CFR 1.9010, Sensus retains *de jure* and *de facto* control over the applicable radio facilities, including that,

- (a) Sensus will be responsible for Customer's compliance with FCC policies and rules. Sensus represents and warrants that it has engineered the FlexNet equipment and accompanying software and other programs to comply with FCC rules. Customer will operate the FlexNet equipment subject to Sensus' supervision and control and solely in accordance with Sensus' specifications. Sensus retains the right to inspect Customer's radio operations hereunder and to terminate this Agreement or take any other necessary steps to resolve a violation of FCC rules, including to order Customer to cease transmission. Sensus will act as spectrum manager in assigning spectrum under the FCC License so as to avoid any harmful interference or other violation of FCC rules. Sensus will be responsible for resolving any interference complaints or other FCC rule violations that may arise; and
 - (b) Sensus will file any necessary FCC forms or applications and Customer agrees reasonably to assist Sensus with such filing by providing any necessary information or other cooperation. Sensus will otherwise interact with the FCC with respect to this Agreement, the FCC License or FlexNet equipment.
- H. **Interference.** Customer agrees to report to Sensus promptly, and in no event later than 72 hours afterward, any incident related to the Leased Spectrum, including where Customer experiences harmful interference, receives a complaint or other notice of having caused harmful interference, or receives any type of communication from the FCC or other government agency regarding radio transmission.
- I. **Limitation of Liability.** Each parties' liability in any and all causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively, "Causes of Action") shall be limited to direct damages. Neither party shall be liable for any indirect, incidental, special or consequential damages. This is so whether the Causes of Action are in tort, including, without limitation, negligence or strict liability, in contract, under statute or otherwise. The limitations on liability set forth in this Agreement are fundamental inducements to both parties to enter into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give the maximum protection permitted under law.

[Rest of this page intentionally left blank.]
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EXHIBIT A

FCC LICENSE(S) AND LICENSED FREQUENCIES

Call Sign	Market Number	Channel Block	Market Name
WQKM409	NWA255	19	U.S. and Possessions
WQEM410	NWA255	25	U.S. and Possessions
WQKM410	NWA255	25	U.S. and Possessions

EXHIBIT B

GEOGRAPHIC BOUNDARIES OF UTILITY'S SERVICE AREA

Channels (Base/Remote Frequency)	Locations (Coordinates)
930.500-930.550 MHz	41 51 39.8 N, 103 42 18.4 W
901.8500-901.8750 MHz	41 51 20.2 N, 103 42 21.6 W
901.8750-901.9000 MHz	41 51 10.0 N, 103 41 29.2 W
	41 51 03.2 N, 103 40 49.2 W
	41 51 01.7 N, 103 40 41.4 W
	41 50 58.5 N, 103 40 32.6 W
	41 51 03.7 N, 103 40 18.2 W
	41 51 06.2 N, 103 40 01.1 W
	41 51 05.0 N, 103 39 42.6 W
	41 51 00.0 N, 103 39 25.1 W
	41 50 51.7 N, 103 39 07.9 W
	41 50 43.9 N, 103 38 51.7 W
	41 50 35.1 N, 103 38 35.2 W
	41 50 26.1 N, 103 38 22.1 W
	41 50 21.1 N, 103 38 08.0 W
	41 50 18.6 N, 103 37 48.8 W
	41 50 17.0 N, 103 37 35.5 W
	41 50 14.4 N, 103 37 16.6 W
	41 50 44.0 N, 103 36 37.8 W
	41 50 58.3 N, 103 33 46.3 W
	41 51 49.1 N, 103 34 16.3 W
	41 53 02.1 N, 103 34 42.4 W
	41 53 32.2 N, 103 36 10.7 W
	41 52 28.7 N, 103 37 39.0 W
	41 53 23.7 N, 103 38 30.1 W
	41 53 43.0 N, 103 39 16.2 W
	41 53 43.0 N, 103 40 12.0 W
	41 54 22.3 N, 103 40 31.2 W
	41 55 12.4 N, 103 41 40.6 W
	41 55 19.5 N, 103 44 13.5 W
	41 54 03.6 N, 103 45 02.8 W
	41 53 04.4 N, 103 43 56.9 W

City of Scottsbluff, Nebraska

Monday, September 15, 2014

Regular Meeting

Item Reports4

Council to authorize City Manager to send a letter to the City of Minatare regarding the permit for transfer of water to Minatare.

Staff Contact: Rick Kuckkahn, City Manager

DRAFT
City of Scottsbluff

A municipal water transfer permit has not yet been obtained from the Nebraska Department of Natural Resources. As the City of Minatare is well aware, the permit will not be obtained at this time unless the permit application addresses the change in ground water location and the potential affect or negative impact upon third-party users of the surface water in the North Platte River. To address this concern, the City of Minatare is working with the North Platte Natural Recourses District (“NRD”) to retire certain acres of groundwater in the potentially affected area along the North Platte River. The Scottsbluff City Council certainly does not oppose this effort to address the concern, so long as the efforts ultimately obtain the permit required before Scottsbluff can transfer ground water to Minatare and its citizens.

At this time, however, the Scottsbluff City Council feels it is important for both parties to understand their rights and options under the agreement signed in December 2011, as those rights and obligations will impact Scottsbluff’s actions if a permit ultimately is not obtained. Under paragraph 8 of the agreement, Minatare is responsible for complying with all requirements necessary to return any ground water to the North Platte River, and for taking all actions necessary to mitigate any potentially negative impact upon third-party users of the surface water in the North Platte River. It is clear Minatare is indeed attempting to honor this obligation. Scottsbluff will cooperate in good faith when necessary for Minatare to achieve the mitigation objective, but it will not take the primary role in the process.

If the permit is ultimately not granted by the end of February 2015, due to the fact that Minatare cannot address the change in ground water location and the potential affect or negative impact upon third-party users of the surface water in the North Platte River (i.e., cannot mitigate), Scottsbluff will determine according to paragraph 24 of the agreement that the agreement is void, and Scottsbluff will have no further obligation to transfer ground water for Minatare and its citizens. Scottsbluff regrets having to plan for this action and hopes Minatare is successful in its mitigation efforts.

City of Scottsbluff, Nebraska

Monday, September 15, 2014

Regular Meeting

Item Reports5

Council to consider approval of \$5,000 of Keno funds to be used as matching funds for a tree grant for Riverside Park.

Staff Contact: Perry Mader, Park and Rec Director

Agenda Statement

Item No.

For meeting of: September 15th, 2014

AGENDA TITLE: Council to approve Keno funds for a grant match.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Parks and Recreation

PRESENTATION BY: City Manager Rick Kuckkahn

SUMMARY EXPLANATION: The Parks and Recreation Department has submitted a Trees in Nebraska Towns (TNT) grant for tree planting in Riverside Park. The grant is for \$10,000. With our match both in-kind and cash, the total grant amount is for \$20,000. Staff has already received a landscape design from the University of Nebraska and quotes for materials. Work on the project could start Fall of 2014 with an estimated completion being Spring of 2015.

BOARD/COMMISSION RECOMMENDATION: N/A

Staff Recommendation:

EXHIBITS				
Resolution x	Ordinance <input type="checkbox"/>	Contract <input type="checkbox"/>	Minutes <input type="checkbox"/>	Plan/Map <input type="checkbox"/>
Other (specify) _____				

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

City of Scottsbluff, Nebraska

Monday, September 15, 2014

Regular Meeting

Item Reports6

Council to consider the purchase of a “Spider Web” playground feature for Riverside Park.

Staff Contact: Perry Mader, Park and Rec Director

Agenda Statement

Item No.

For meeting of: September 15th, 2014

AGENDA TITLE: Council to consider the purchase of a “spider Web” playground feature.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Parks and Recreation

PRESENTATION BY: City Manager Rick Kuckkahn

SUMMARY EXPLANATION: The Parks and Recreation Department is asking Council approval to purchase a 20' x 20' “spider web feature for the playground at Riverside Park. We are asking that a check be cut for the purchase so that we can purchase it in time for the Harvest Night Event which is October 10th. The amount requested is \$4190 and will be taken from the Department Supplies line item.

BOARD/COMMISSION RECOMMENDATION: N/A

Staff Recommendation:

EXHIBITS

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

Other (specify) _____

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

City of Scottsbluff, Nebraska

Monday, September 15, 2014

Regular Meeting

Item Reports⁷

Council to consider approval of a contract with Extreme Event Productions, LLC for a Zip Line for the annual Harvest Night event.

Staff Contact: Perry Mader, Park and Rec Director

Agenda Statement

Item No.

For meeting of: September 15th, 2014

AGENDA TITLE: Council to consider approve contract with Extreme Event Productions, LLC for a Zip Line for annual Harvest Night event.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Parks and Recreation

PRESENTATION BY: City Manager Rick Kuckkahn

SUMMARY EXPLANATION: The Parks and Recreation Department is asking Council approval to contract with Extreme Event Productions, LLC to provide a Zip Line for this years' Harvest Night Event. As the event has grown, we are looking for ways to expand and enhance the event. We would like to contract with this company to provide the zip line. The City will provide staff to collect fees and make sure anyone under 18 signs a waiver.

The amount for this service is \$3000

This amount will be taken from the Special Events line item.

BOARD/COMMISSION RECOMMENDATION: N/A

Staff Recommendation:

EXHIBITS				
Resolution x	Ordinance <input type="checkbox"/>	Contract <input type="checkbox"/>	Minutes <input type="checkbox"/>	Plan/Map <input type="checkbox"/>
Other (specify) _____				

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager

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A Div. Of EXTREME EVENT PRODUCTIONS, LLC.

Phone: (970) 613-4343

Fax: (970) 613-1856

P.O. Box 273008 - Fort Collins, CO 80527-3008

Email: info@ColoradoEventProductions.com

Web: ColoradoEventProductions.com

AIRBOUND EVENT SERVICES CONTRACTInvoice ID # 236041 | Salesperson: Jimmy Stofa | Contract Date: 8/28/2014

CLIENT INFO: Name: Perry Mader Organization: City of Scottsbluff Phone: 308-632-0057 Email: pmader@scottsbuff.org Address: 2525 Circle Dr Scottsbluff, 69631		Primary Event Contact: Primary Contact Phone: Primary Contact Email:						
EVENT INFO: Event Date: Friday, October 10, 2014 Event Times: 5:00 PM - 9:00 PM Event Location: South Beltline and Avenue I Event Address: Scottsbluff, NE Client Notes:	Payment Terms: 50% deposit, final balance due event day (prior to start)	PACKAGE LIST DETAILS: Mobile Zip Line <table border="1"> <tr> <td>Package Total:</td> <td>\$3,000.00</td> </tr> <tr> <td>Paid:</td> <td>\$0.00</td> </tr> <tr> <td>Remaining:</td> <td>\$3,000.00</td> </tr> </table>	Package Total:	\$3,000.00	Paid:	\$0.00	Remaining:	\$3,000.00
Package Total:	\$3,000.00							
Paid:	\$0.00							
Remaining:	\$3,000.00							

EVENT DETAIL NOTES:

When confirming our Event Production Services (Professional Tech Delivery, Set & Strike and on site operation if applicable) for your event, you agree that you have fully read, understand, acknowledge and agree to the following terms & conditions set forth:

This agreement is entered into on the date specified, by and between "Client", hereinafter the "Client" and Colorado Event Productions hereinafter the "Contractor".

SERVICES TO BE PROVIDED BY CONTRACTOR: a) Contractor agrees to provide the Items and services, on the dates and times stated in this agreement. b) Contractor agrees to provide all equipment and staff necessary to carry out the terms of the agreement unless otherwise noted and shall retain the right to determine if weather conditions permit the safe operation of the attraction(s) stated. c) Contractor agrees to comply with all ordinances, rules and regulations of the Client and all statutes of State of Colorado and other applicable laws.

SERVICES TO BE PROVIDED BY CLIENT: a) Client agrees to provide a venue for the Event, all necessary permits and licenses to lawfully conduct the event, including all required equipment for the operation of the Event and the necessary accommodations for Contractor, as stated in the contract notes. b) Client shall provide a flat surface area (preferably grass for the inflatables) for items stated in this agreement.

COMPENSATION OF CONTRACTOR: a) Performance fee is agreed upon by Client & Contractor. b) A deposit (terms stated above) is required to reserve the above mentioned pieces and must be received with an electronically signed copy of this contract, no later than 72 hours after the contract date. The balance of the rental fee, will be made by check and due the 1st day of the event, made payable to AirBound, unless otherwise agreed to in writing prior to event.

CANCELLATION: a) In the event that within 6 months of the Event, as detailed hereunder, the Client cancels the Event or if the Event fails to happen for any reason, the 50% deposit will be applied to another rescheduled event, within 1 year of the date of this agreement. If the event is cancelled more than 6 months from the date of the scheduled event a full refund will be provided. b) Cancellation of event by Client for any reason, on scheduled day of event, will require **PAYMENT IN FULL** and that payment will be credited to rescheduled event within 6 months of the original date, subject to availability. c) If the event is cancelled on scheduled day of the event, the event may be rescheduled only one time within the 6 month time frame. d) If the event is cancelled on the day of the scheduled event, Colorado Event Productions reserves the right to assess a 10% service charge based on the total amount of the contract in addition to requiring payment in full, regardless if event is rescheduled within the 6 month time frame.

WEATHER: a) In the case of inclement weather or unsafe conditions, the Client must call the Contractor prior to the setup of the event if the Client chooses to avoid cancellation fee of \$250.00 on the day of the event. All weather cancellation will fall under Colorado Event Productions cancellation policy.

PARTICIPANTS: a) Contractor may require a written release of liability from each participant. If participant is under 18 years of age, than participant's parent or guardian must sign the waiver. b) Client agrees to abide by and enforce any decision by the Contractor in denying participation to individuals that Contractor deems unsuitable to participate in the attraction(s) listed. c) Contractor will not tolerate any physical or verbal abuse towards staff and/or equipment.

MISCELLANEOUS: a) To the extent permitted by law, Client agrees to indemnify and hold Colorado Event Productions, its employees, agents, directors, and representatives, harmless from any and all claims, actions, suits, proceeding costs, expenses, damages and liabilities, including reasonable attorney's fees arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use of said equipment including, but not limited to the manufacture, selection, delivery, possession, use, operation, or return of the equipment. Client hereby releases and holds harmless Colorado Event Productions, employees, agents, directors, and representatives, from injuries or damages incurred as a result of the use of said equipment unless Colorado Event Productions, employees, agents, directors, and representatives, are operating the equipment and is deemed by a court of law to be held negligent in its actions. Colorado Event Productions, employees,

file:///C:/Users/Cindy/AppData/Local/Microsoft/Windows/Temporary%20I 9/12/2014

agents, directors, and representatives, cannot under any circumstances be held liable for injuries as a result of acts of God, nature, or other conditions beyond its control or knowledge. To the extent permitted by law, Client also agrees to indemnify and hold harmless Colorado Event Productions, its employees, agents, directors, and representatives, from any loss, damage, theft, or destruction of the equipment during the term of this contract and any extension thereof. To the extent permitted by law, Client agrees to indemnify and hold Colorado Event Productions, its employees, agents, directors, and representatives harmless from any all claims arising out of Client's events except claims arising directly as a result of allegedly defective equipment supplied by Colorado Event Productions. Colorado Event Productions agrees to indemnify and hold Client harmless from any claim asserting that Colorado Event Productions equipment was defective and the defective equipment caused an injury. b) Contractor understands that it is an independent contractor not covered by the Client's Workman's Compensation Insurance. Contractor shall indemnify, save and hold harmless and defend the Client and all its officers, agents and employees for, from and against any all claims, causes of actions, and injury or loss to any person(s), including those to whom the Contractor may be liable under any claims or suits, including for wages, merchandise, caused by, arising out of, or in any way connected with Contractor's exercise of this Agreement. c) Contractor agrees to furnish (if needed) a Certificate of Insurance evidencing the following insurance coverage: 1.) Commercial General Liability Insurance with limits of at least \$1,000,000 per occurrence combined single limit for bodily injury and property damage. d) Each party represents and warrants that each has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations described herein. e) Contractor reserves the right to accept or decline overtime hours based upon availability and scheduling and does not guarantee the availability of overtime purchased the day of the event. f) Each party acknowledges that this agreement cannot be assigned or transferred without the written consent of both parties.

The Contractor shall have the discretion to utilize a designated affiliate to perform the services as stated herein.

Gratuity is not included and is appreciated!

This contract and all associated services are not valid until contract is digitally signed and submitted no later than 72 HOURS upon receipt.

From: Kent Hadenfeldt [<mailto:KHadenfeldt@simmonsolsen.com>]
Sent: Friday, September 12, 2014 10:59 AM
To: Perry Mader
Subject: Zip Line [IWOV-SOLF1.FID188785]

Perry, I would think any insurance is better than no insurance. I am not sure how the Foundation operates, but I would think it has a board of directors that would approve the purchase of event insurance. It should contain a provision that the City be named as a co-insured. If there is a fee charged then any argument the City would have under the Tort Claim Act, that this is a recreational activity and should be exempt would be gone. In addition, any fees should be paid to the City as this is a City event, but I do not think it is a good idea to charge a fee for that reason. You should talk to Rick about that idea.

In regard to the agreement itself, I think the "Contractor" should be identified as Colorado Event Productions d/b/a Extreme Event Productions, LLC.

In the next paragraph the State of Nebraska should replace "Colorado" as the state whose laws are applicable.

Be aware of the Cancellation policy which requires full payment and rescheduling the event and no refund, as well as a 10% service charge and a \$250.00 cancellation fee. I am sure you will not be in a position to reschedule within 6 months when this is set for October 10.

I think it is a good idea for Contractor to get releases and not leave it discretionary with them.

Under the next paragraph, should eliminate all the sentences of the paragraph relating to indemnifying the Contractor for injuries and damage for the operation of the equipment and damage to their equipment. Seems they are being paid to bring and operate their equipment and they should be responsible for setting it up and operating it. The language that a court of law must find them negligent relating to an obligation of indemnification by the City seems like an excuse to have the City at risk when they are the owners and operators of the equipment.

Finally there is a provision that the agreement cannot be assigned, but the last sentence allows the Contractor to use a "designated affiliate to perform the services..." so may not know who is coming to operate to zip line. I suggest the last sentence be eliminated.

Kent A. Hadenfeldt

Simmons Olsen Law Firm, P.C.

1502 2nd Avenue

Scottsbluff, NE 69361

(308) 632-3811

(308) 635-0907 (Fax)

Email: khadenfeldt@simmonsolsen.com

Website: <http://www.simmonsolsen.com>



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City of Scottsbluff, Nebraska

Monday, September 15, 2014

Regular Meeting

Item Subdiv.1

Council to consider the Preliminary Plat for Premier Estates.

Staff Contact: Annie Urdiales, Planning Administrator

Agenda Statement

Item No.

For meeting of: September 15, 2014

AGENDA TITLE: Preliminary Plat for Premier Estates

SUBMITTED BY DEPARTMENT/ORGANIZATION: Development Services Department

PRESENTATION BY: Rick Kuckkahn

SUMMARY EXPLANATION: Paul Reed Construction has submitted a Preliminary Plat for Premier Estates for property owners, Judson and Susan Martin, for review and approval by the Planning Commission & City Council.

The property is in the City's extra territorial jurisdiction and situated north of County Road H (56th st) and about a three quarters of a mile west of Highway 71. City staff and Consultants have reviewed the preliminary plat and proposed infrastructure to the property. The developer has also checked with the County regarding access of off County Road H. The area is approximately 40± acres and will be developed into twelve (12) lots of approximately three acres each. Each lot will be served with a water well and septic system. We asked for a few revisions to the street layout which will help emergency vehicles access onto all the lots. We have requested that a Drainage Report be submitted and approved before final plat is approved by the Planning Commission and City Council. A public hearing for the proposed zone change to R-1B – Rural Residential will be held on October 6, 2014.

BOARD/COMMISSION RECOMMENDATION: At a regular meeting held on September 8, 2014 the Planning Commission approved the proposed preliminary plat for Premier Estates. A drainage report as per City code to be submitted before final plat approval.

STAFF RECOMMENDATION: Approve Preliminary Plat of Premier Estates to allow Developer to move forward with Final Platting and development of property.

EXHIBITS

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

Other (specify) ☐ _____

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐
Shane Cochran, Paul Reed Construction, 2970 N 10th St. Gering, NE 69341

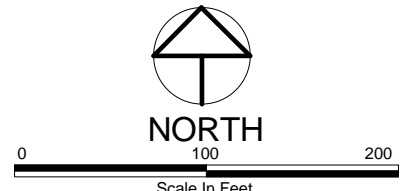
APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

A Plat Of Unincorporated Land To A Subdivision In Scotts Bluff County, Nebraska

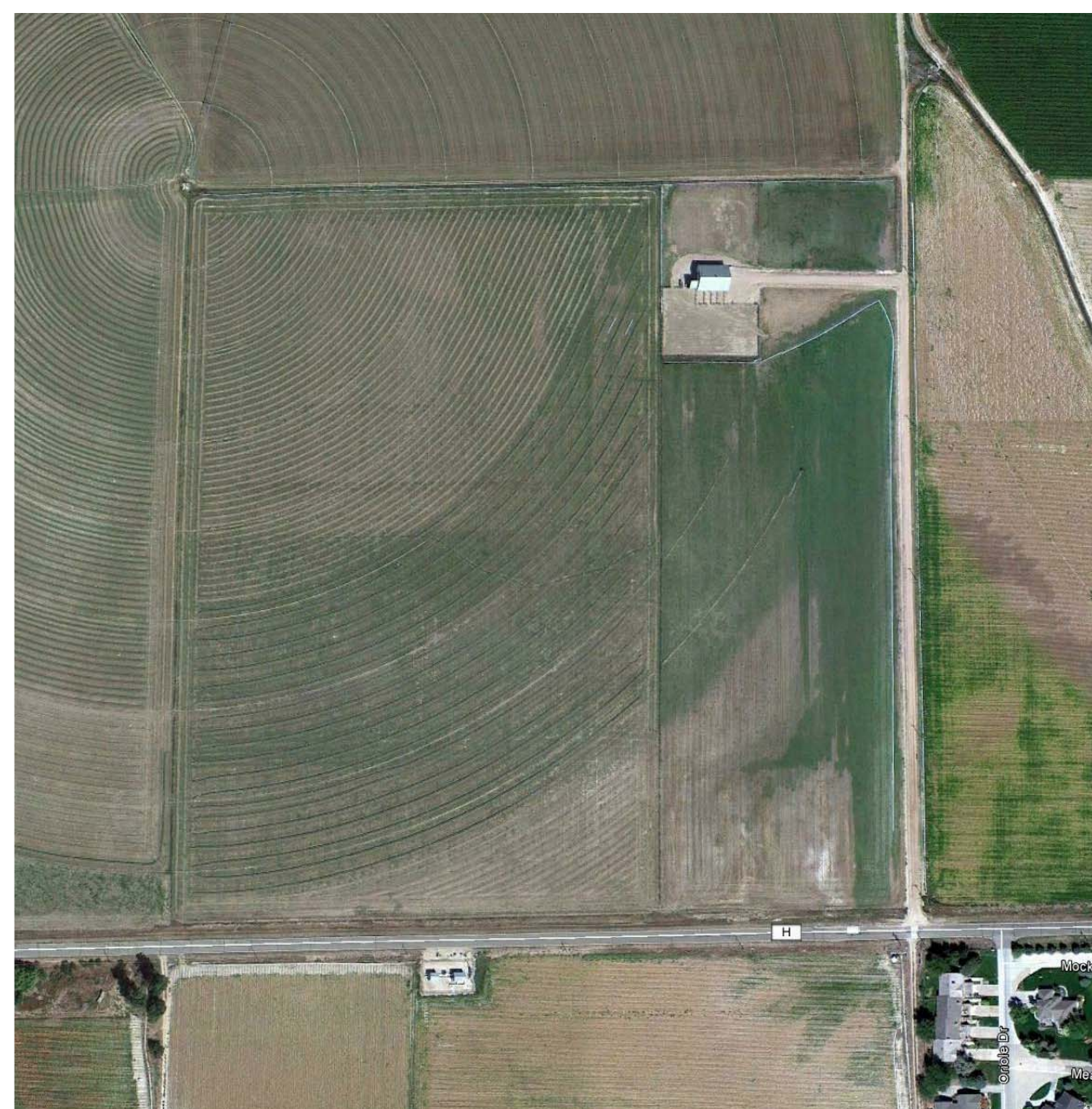
Project Address:
County Of Scottsbluff
Township: 22N Range: 55W
Section: 3 Quarter: S/W
1/4 Quarter: S/E
Latitude: 41° 54' 16"N
Longitude: 103° 41' 16"W
General Elevation: 3980 Feet

Adam L. Reed	
Premier Estates Lots 1 - 12	
PRELIMINARY PLAT	
Project number	XXXX-2014
Date	8/08/2014
Drawn by	Author
Checked by	Checker
1.0	
Scale	1" = 100'-0"

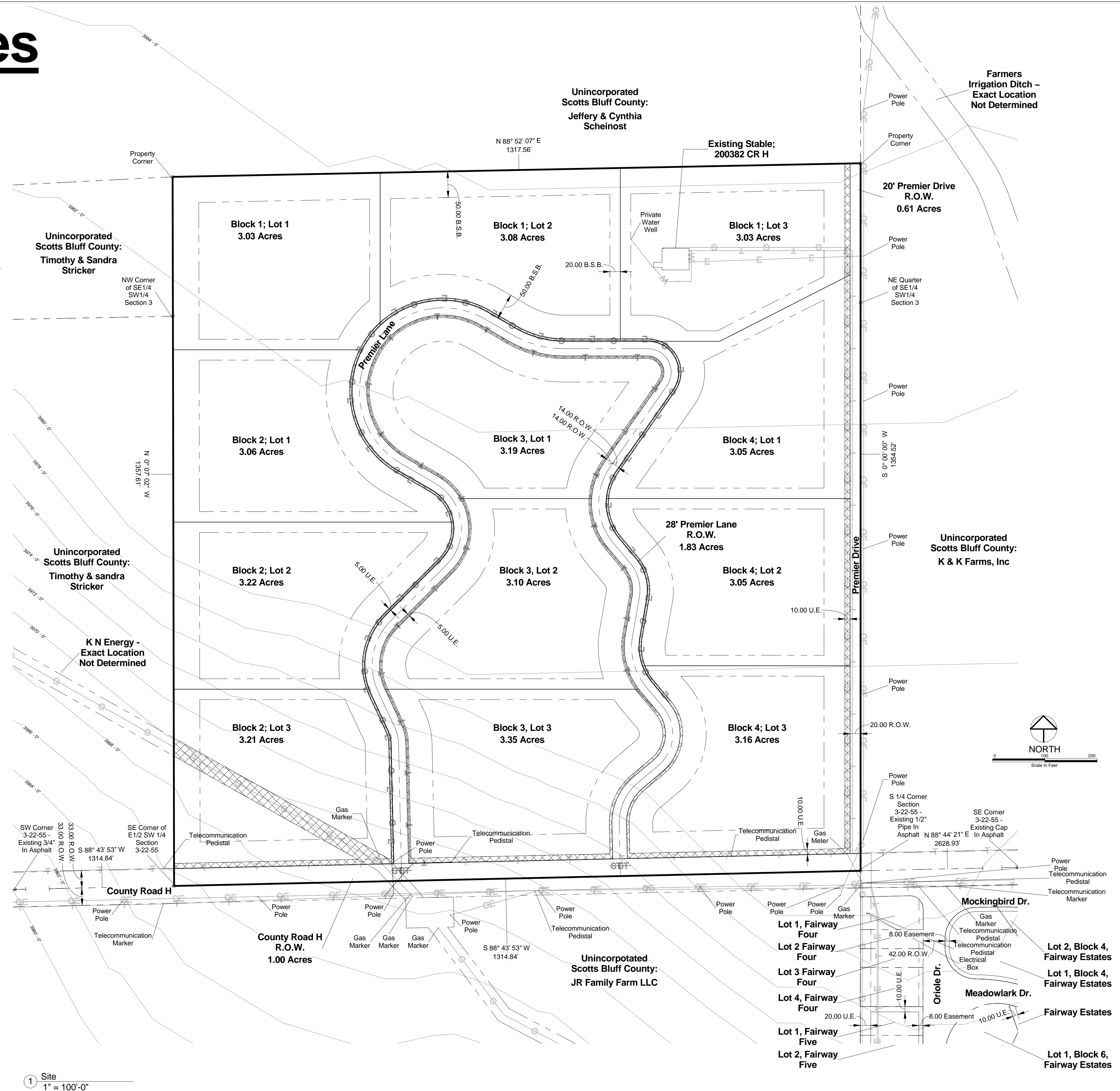


Premier Lane Centerline								
Mark	Chord Distance	N/S	Bearing	E/W	L/R	Radius	Arc Length	Delta
Road 1; S1	460.00	S	88° 43' 53"	W				
Road 2; S2	100.00	N	1° 16' 07"	W				
Road 3; C1	86.53	N	24° 21' 57"	E	L	100' - 0"	89.48	51° 16' 07"
Road 4; S3	50.00	N	50° 00' 00"	E				
Road 5; C2	113.14	N	5° 00' 00"	E	R	80' - 0"	125.66	90° 00' 00"
Road 6; S4	50.00	N	40° 00' 00"	W				
Road 7; C3	101.43	N	15° 00' 00"	W	L	120' - 0"	104.72	60° 00' 00"
Road 8; S5	75.00	N	10° 00' 00"	E				
Road 9; C4	67.62	N	15° 00' 00"	W	R	80' - 0"	69.81	60° 00' 00"
Road 10; S6	50.00	N	40° 00' 00"	W				
Road 11; C5	146.10	N	2° 30' 00"	W	L	120' - 0"	157.08	85° 00' 00"
Road 12; S7	190.00	N	35° 00' 00"	E				
Road 13; C6	79.83	N	27° 30' 00"	W	R	45' - 0"	98.17	125° 00' 00"
Road 14; S8	160.00	N	90° 00' 00"	W				
Road 15; C7	103.53	N	75° 00' 00"	W	L	200' - 0"	104.72	30° 00' 00"
Road 16; S9	60.00	N	60° 00' 00"	W				
Road 17; C8	320.00	S	30° 00' 00"	W	R	160' - 0"	502.65	180° 00' 00"
Road 18; S10	75.00	S	60° 00' 00"	E				
Road 19; C9	158.67	S	7° 30' 00"	E	L	100' - 0"	183.26	105° 00' 00"
Road 20; S11	150.00	S	45° 00' 00"	W				
Road 21; C10	137.66	S	10° 00' 00"	W	R	120' - 0"	146.61	70° 00' 00"
Road 22; S12	75.00	S	25° 00' 00"	E				
Road 23; C11	32.90	S	13° 08' 03"	E	L	80' - 0"	33.14	23° 43' 53"
Road 24; S13	262.36	S	1° 16' 07"	E				
Road 25; S14	419.01	N	88° 43' 53"	E				

NOTE:
THE SCOPE OF THIS PROJECT IS TO REZONE AND DEVELOPE A TRACT OF LAND SITUATED IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M. SCOTTSBLUFF COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 3, THENCE WESTERLY ON THE SOUTH LINE OF SECTION 3 A DISTANCE OF 1314.84 FEET, TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 3, THENCE A DEFLECTION ANGLE RIGHT 91°-09'-00", ON THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 3, A DISTANCE OF 1357.61 FEET, THENCE A DEFLECTION ANGLE RIGHT 88°-59'-09", A DISTANCE OF 1317.56 FEET, TO THE POINT OF INTERSECTION WITH THE EAST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 3, THENCE A DEFLECTION ANGLE RIGHT 91°-07'-53", ON THE EAST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 3, A DISTANCE OF 1354.52 FEET, TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 40.96 ACRES, MORE OR LESS.
DEED OF DONALD M. AND JOYCE M. SCOTT, BOOK 218, PAGE 531 & 534 WITH SUPPORTING AFFIDAVIT IN DEED BOOK 145, PAGE 107 AND 108. SAID TRACT IS CURRENTLY LOCATED OUTSIDE OF THE CITY OF SCOTTSBLUFF CORPORATE LIMITS BUT IS WITHIN THE CITY OF SCOTTSBLUFF ZONING JURISDICTION, THE SAID TRACT IS CURRENTLY ZONED AGRICULTURAL, BUT SCOPE OF THIS PROJECT IS TO REZONE SAID TRACT TO A RURAL RESIDENTIAL ESTATE ZONE AND SUBDIVIDE SAID TRACT INTO 12 LOTS. REZONING THIS AREA WILL ALLOW THE UNDEVELOPED PROPERTY TO BE DEVELOPED IN A MANNER CONSISTENT WITH ADJACENT PROPERTY, AS THERE IS A RESIDENTIAL ZONE AREA NEAR ONE CORNER. EACH DEVELOPED LOT TO HAVE A PRIVATE WATER WELL, SEPTIC TANK, AND DRAIN FIELD.



○ Civil Site Location
1" = 300'-0"



① Site
1" = 100'-0"



Developer:
Paul Reed Construction & Supply, Inc.
2970 N 10th Street
Gering, NE 69341
Phone: (308) 635-2213
Fax: (308) 635-0182
www.paulreedconstruction.com

Project Address:
County Of Scottsbluff
Township: 22N Range: 55W
Section: 3 Quarter: S/W
1/4 Quarter: S/E
Latitude: 41° 54' 16"N
Longitude: 103° 41' 16"W
General Elevation: 3980 Feet

[illegible]

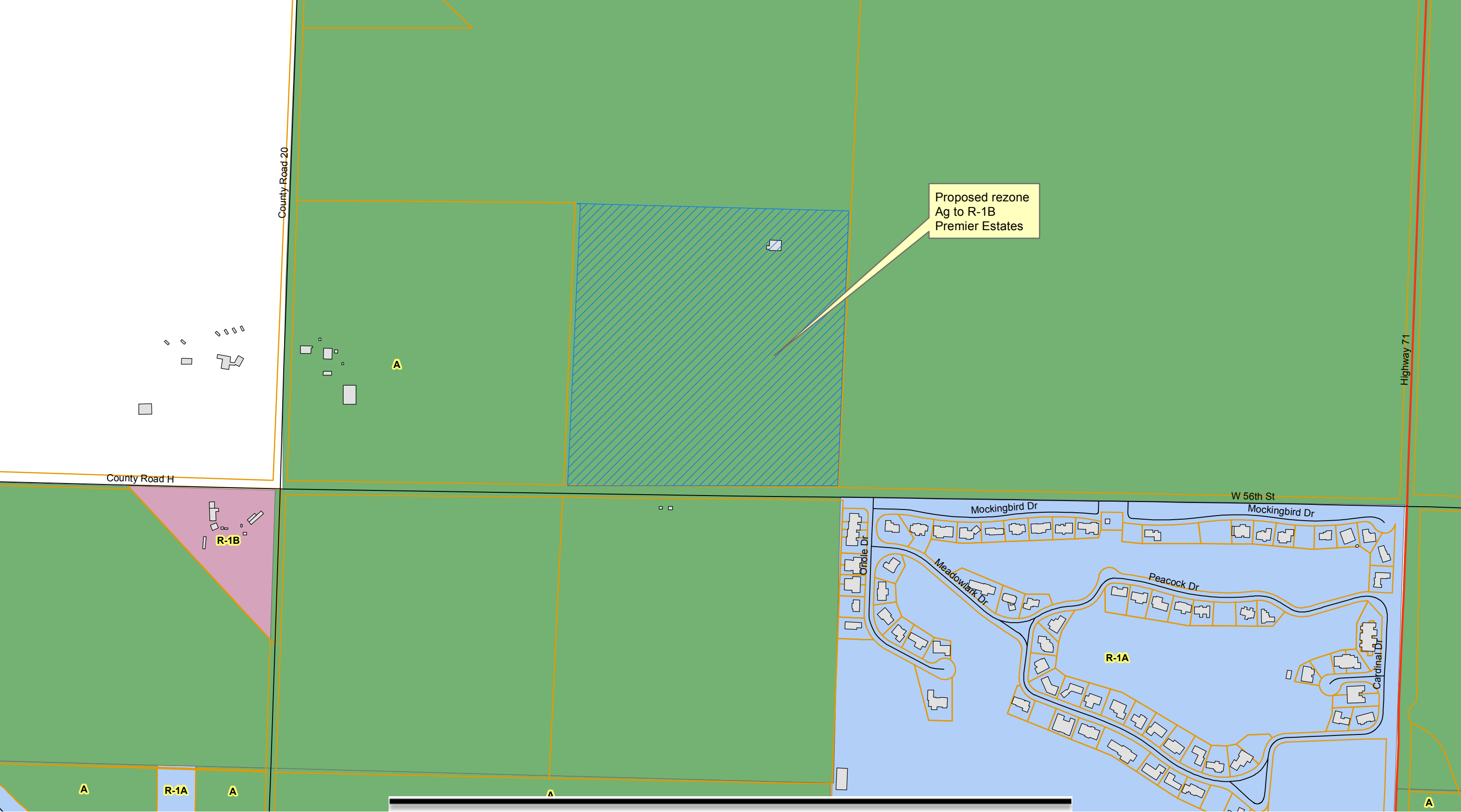
Adam L. Reed
Premier Estates Lots 1 - 12

SITE PLAN

Project number	XXXX-2014
Date	8/08/2014
Drawn by	SJC
Checked by	SJC

C1.0

Scale	As indicated
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**Planning Commission Minutes
Regular Scheduled Meeting
September 8, 2014
Scottsbluff, Nebraska**

The Planning Commission of the City of Scottsbluff, Nebraska met in a regular scheduled meeting on Monday, September 8, 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 August 29, 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: Callan Wayman, Angie Aguallo, Henry Huber, Mark Westphal, and Becky Estrada. Absent: Dana Weber, Anita Chadwick, Jim Zitterkopf, and David Gompert. 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 August 11, 2014 were reviewed and approved. A motion was made to accept the minutes by Westphal, and seconded by Wayman. "YEAS": Wayman, Aguallo, Westphal, Huber, and Estrada. "NAYS": None. ABSTAIN: None. ABSENT: Weber, Gompert, Zitterkopf, and Chadwick. Motion carried.

ITEM 7A: The Planning Commission opened a public hearing to review a request for a special use permit submitted by NE Colorado Cellular Inc. d/b/a Viaero Wireless. The request is for a 75' monopole type tower and supporting equipment, to be located at 1807 West Overland. This area is just outside the City corporate limits and is zoned R-1A – Single Family Residential. The property is approximately 83 acres and zoned Agricultural and farmed, the area where the cell tower will be placed is approximately 4,500 sq. ft. and will be leased from the owner(s) DVS Properties LLC (Dave Schueths). This area is located on the north side of West Overland just west of Avenue R. Representative, Henry Jacobsen, from Viaero answered questions from the P.C. in the next five years they think they will have maybe two more towers in the Scottsbluff area, they hope to have other towers co-locate on existing towers in the City. Viaero has also provided copy of letter from the Federal Aviation Administration approving this location. An elevation certificate was also provided as the property is in an AO flood zone and will be build three feet above highest adjacent grade. No protests were filed against the granting of the cell tower and property owner, Dave Schueths, spoke in favor of the tower.

Conclusion: A motion was made by Huber and seconded by Aguallo to approve the special use permit to allow a Wireless Communication Facility - 75' cell tower to NE Colorado Cellular Inc. d/b/a Viaero Wireless to be located at 1807 West Overland. "YEAS": Wayman, Aguallo, Westphal, Huber, and Estrada. "NAYS": None. ABSTAIN: None. ABSENT: Weber Chadwick, Zitterkopf, and Gompert. Motion carried.

ITEM 7B: The Planning Commission opened a public hearing for a request from property owner(s) Judson & Susan Martin, represented by Paul Reed Construction for a rezone of proposed Lots 1-9, Block 1, and Lots 1-3, Block 2,

Premier Estates, Scott Bluff County, Nebraska, situated in the East half of the SW ¼ of Section 3, T22N, R55W of the 6th P.M., Scotts Bluff County, Nebraska. The request is to rezone from A-Agricultural to R-1B- Rural Residential. This zone change will meet the guidelines of the proposed development of 40 acres which is to be developed into twelve three acre lots.

Conclusion: A motion was made by Westphal and seconded by Huber to approve the request to rezone proposed Lots 1-9, Block 1, and Lots 1-3, Block 2, Premier Estates, situated in the East half of the SW ¼ of Section 3, T22N, R55W of the 6th P.M., Scotts Bluff County, Nebraska. **“YEAS”:** Wayman, Aguallo, Westphal, Huber, and Estrada. **“NAYS”:** None. **ABSTAIN:** None. **ABSENT:** Chadwick, Zitterkopf, Weber, and Gompert. Motion carried.

ITEM 7C: The Planning Commission opened a public hearing for a request from property owner(s) Judson & Susan Martin, represented by Paul Reed Construction for a Preliminary Plat of Lots 1-9, Block 1, and Lots 1-3, Block 2, Premier Estates, Scott Bluff County, Nebraska, situated in the East half of the SW ¼ of Section 3, T22N, R55W of the 6th P.M., Scotts Bluff County, Nebraska. The property is composed of forty acres and will consist of twelve (12) three acre lots for residential development, each lot will have a well and septic system. Access to the lots will be from County Road H onto a private street in the subdivision. A couple of neighbors asked about the development and how it would affect their property. The developer answered their questions the change in zoning to the lots will not change their zoning; the surrounding land will remain Agricultural. A Hydrology (drainage) report will need to be submitted to Planning Commission and City Council before final plat approval of any of the lots. A SWPP permit will have to be acquired through the State as this is not within our city limits.

Conclusion: A motion was made by Wayman and seconded by Aguallo to approve the preliminary plat of Lots 1-9, Block 1, and Lots 1-3, Block 2, Premier Estates, situated in the E ½ of the SW ¼ of Section 3, T22N, R55W of the 6th P.M., Scott Bluff County, Nebraska. **“YEAS”:** Wayman, Aguallo, Westphal, Huber, and Estrada. **“NAYS”:** None. **ABSTAIN:** None. **ABSENT:** Chadwick, Zitterkopf, Gompert, and Weber. Motion carried.

ITEM 7D: The Planning Commission opened a public hearing to adopt an Energy Element plan into the City’s Comprehensive Development Plan. The Plan will keep our current Comprehensive Plan valid and in compliance. LB 997 was introduced in 2010 and required all municipalities, except villages to adopt an Energy Element into their Comprehensive Development Plan by January 1, 2015. The City hired Marvin Consultants to draft a plan for the City of Scottsbluff.

The Energy Element is to be used as tool for reducing energy use, a way for communities to save money & energy, an opportunity to eliminate barriers to energy efficiency and a chance to increase energy independence and educating the public.

Conclusion: A motion was made by Wayman and seconded by Aguallo to make positive recommendation to the City Council to approve and adopt the Energy Element Plan into our Comprehensive Development Plan. **“YEAS”:** Wayman, Aguallo, Westphal, Huber, and Estrada. **“NAYS”:** None. **ABSTAIN:** None. **ABSENT:** Chadwick, Zitterkopf, Gompert, and Weber. Motion carried.

Item 7E: The Planning Commission opened a public hearing regarding text changes to the zoning code. Recently staff reviewed height requirements in all zoning districts, a variance was requested on the height limit in the C-2 Neighborhood Commercial and Retail zoning district which is set at 25’. The residential zoning districts are 35’ and other commercial, office, and industrial areas vary from 35’ to 70’. The twenty-five foot height limit in the C-2 district was found to be confusing, since all residential and rural areas have the 35’ requirement. The C-1 is 70’ and C-3 Heavy Commercial is 35’. The Board of Adjustment asked that the Planning Commission review these requirements and consider changing the C-2 zoning district to 35’ which seems to be the maximum in residential and commercial zones.

Staff researched height requirements in residential, commercial and industrial zoning districts in a few other cities. The 35’ height limit is shown in residential zones; residential zones for multi-family - apartments and hotels are 45’ to 75’; Agricultural zones are shown as 35’; Industrial areas are 55’ to 75’. Commercial areas vary anywhere from 28’ in the suburban office zone to 75’ in Highway commercial zones.

The Planning Commission also considered adding language under general requirements or commercial districts for a 45' maximum height for hotels and apartments, anything above the 45' height would require a special use permit from the Planning Commission.

Other changes/corrections in this code include: in our R-4 performance guidelines, (numbers do not line up correctly). Add height requirement in the R-1B performance guidelines as only the accessory building is shown, and set at 35' to match the other residential districts. Under the PBC zone #4 building structures, height is listed as 45' we would like to add this under the performance guidelines chart.

Conclusion: A motion was made by Wayman and seconded by Aguallo to approve the proposed text changes/corrections to zoning code in the C-2, R-1B, R-4, and PBC zones. **"YEAS":** Wayman, Aguallo, Westphal, Huber, and Estrada. **"NAYS":** None. **ABSTAIN:** None. **ABSENT:** Chadwick, Zitterkopf, Gompert, and Weber. Motion carried.

ITEM 8. Unfinished Business: Annie Folck updated the Planning Commission on the planning seminar the date has been set for Friday, October 10, 2014, at the John Harms Center, there will be two tracts one for beginning planning covering the basics and an advanced tract covering TIF, flood plain, hazard mitigation, etc. The class will be from 9:30 a.m. to 4:30 p.m., no fees will be charged. We will send out an agenda as soon as the final arrangements are made. We hope to see all our Commissioners there.

There being no further business the Planning Commission with a motion to adjourn made by Huber and seconded by Aguallo the meeting was adjourned at 6:50 p.m. **"YEAS":** Wayman, Aguallo, Huber, Westphal, and Estrada. **NAYS:** none. **ABSENT:** Chadwick, Gompert, Zitterkopf, and Weber. Motion carried.

Becky Estrada, Chairperson

Attest: _____
Annie Urdiales

City of Scottsbluff, Nebraska

Monday, September 15, 2014

Regular Meeting

Item Subdiv.2

Council to adopt the Energy Element as part of the City's Comprehensive Plan.

Staff Contact: Annie Folck, City Planner

Agenda Statement

Item No.

For meeting of: April 7, 2014

AGENDA TITLE: Adopt Energy Element as part of the Comprehensive Plan

SUBMITTED BY DEPARTMENT/ORGANIZATION: Development Services

PRESENTATION BY:

SUMMARY EXPLANATION: Nebraska State Statute requires that every community incorporate an Energy Element into their Comprehensive Plan no later than December 31, 2014. Without the Energy element, the comp plan will no longer be recognized as valid under law. We hired Keith Marvin, with Marvin Planning Consultants, to put together an Energy Element that will meet the requirements of the state statute. This energy element can now be incorporated into our current comprehensive plan, and when the plan is updated in the near future, this element can be incorporated into the updated plan as well. If adopted into the Comprehensive Plan, the City is not required to take action on any of the suggested options; the purpose of this document is simply to increase awareness of our current energy usage and the options that are available to reduce usage in the future.

BOARD/COMMISSION RECOMMENDATION: Planning Commission recommended adopting the Energy Element as a component of the Comprehensive Plan at their September 8th meeting (see attached minutes)

STAFF RECOMMENDATION: Staff recommends adopting the Energy Element as a component of the Comprehensive Plan

EXHIBITS

Resolution ☐

Ordinance ☐

Contract ☐

Minutes ☒

Plan/Map ☒

Other (specify) ☐ _____

NOTIFICATION LIST: Yes ☐ No ☒ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

ENERGY ELEMENT



ENERGY ELEMENT

Energy usage in the early 21st Century is becoming a critical issue throughout Nebraska as well as the entire United States. Our dependency on energy sources that are not renewable has increased significantly over the past 100 years. Energy usage comes in several forms, such as:

- Lighting our homes, businesses, and industries
- Heating our homes, businesses, and industries
- Heating our water for homes, businesses, and industries
- Food preparation
- Transportation – both personal and business related
- Recreation and Entertainment – vehicular, computers, music, etc.

The 21st Century ushered in an increased concern for energy usage and its impacts on the environment. With the increased concern for the environment came an increased understanding of the carbon footprint generated by any one individual as well as striving towards modifying our behavior patterns in order to lessen that footprint. In addition, the phrase and concept of sustainability has become more widely used, even in the smaller communities of Nebraska and United States.

Energy and the issues connected to the different sources are becoming more critical every year. The need for the Energy Element in the Scottsbluff Comprehensive Development Plan should be something desired as opposed to required. However, during the 2010 Legislative Session of the Nebraska Unicameral, the State Senators passed LB 997 which required this section become a part of all community and county comprehensive plans, except for Villages. The passage of LB 997 appears to be a first step toward comprehensive plans addressing the entire issue of energy conservation and/or sustainability.

Sustainability

Sustainability, in today's discussions, has a number of meanings. According to Webster's Third International Dictionary, the verb "sustain" is defined as "to cause to continue...to keep up especially without interruption, diminution or flagging". However, the Brundtland Commission Report in 1987, described sustainability as "...development that meets the needs of the present without compromising the ability of future generations to meet their own needs". In addition, the phrase and concept of sustainability has become more widely used, even in Nebraska.

All of us living in today's world need to begin switching gradually to cleaner and more renewable resources. By doing so it will aid future generations with their quality of life. The more renewable energy sources become the norm for our generation, the more likely these sources will be second nature and common place in the future.

Americans have grown to rely heavily on electricity. However, state and federal policies have been increasingly more insistent on curbing this reliance; especially, those sources that are produced by non-renewable fossil fuels such as oil and coal. Federal policy has set a goal of 20% of all electricity, by 2030, in the United States be from renewable sources. Renewable sources would include solar, wind, water, geothermal and any number of other sources that have not yet been discovered or brought to production levels.

ENERGY INFRASTRUCTURE

Electrical Power

Electrical power in Scottsbluff is supplied by Nebraska Public Power District. The electrical system is also operated by Nebraska Public Power District.

Power is supplied via two 115 kV lines. Five main distribution substations, with a total capacity of more than 80 MVA. Two peripheral distribution substations capable of serving 3 MVA of load. All can be served from at least two different 34.5 kV sources. The heart of the Scottsbluff distribution system and the peripheral area distribution systems are served by 12.47 kV distribution lines. All substations and lines have been designed and built with future load growth in mind.

Source: <http://sites.nppd.com/aedc/fastfacts.asp?city=Scottsbluff>

At the time of this element, NPPD was in the process of constructing a 23-mile transmission line between a substation near Stegall and Scottsbluff. The following is NPPD's write up on the project...

NPPD plans to construct an 115,000-volt electric transmission line from the existing Scottsbluff Substation to a new substation to be built approximately five miles south of Stegall near the existing Stegall Substation owned by Basin Electric Power Cooperative. The exact location of the new substation is yet to be determined.

The approximate 23-mile transmission line will enhance transmission system reliability in the western Nebraska Panhandle region. The new line will also meet the North American Electric Reliability Corporation's Reliability Standards for the western Nebraska area. The line is expected to be in service by mid-2017.

Source: <http://www.nppd.com/stegall-scottsbluff/>

Natural Gas Service

Natural gas service in Scottsbluff is supplied and operated by SourceGas. Natural gas is transported through a 16 inch transmission pipeline, with an operating pressure of approximately 700-1,000 lbs. per sq. inch. SourceGas supplies natural gas transportation to residential, commercial, industrial, and agricultural customers through 3 pipeline systems.

Source: <http://sites.nppd.com/aedc/fastfacts.asp?city=Scottsbluff>

ENERGY USE BY SECTOR

This section analyzes the energy use by residential, commercial, and industrial and other users. This section will examine the different types of energy sources that are utilized by these different sectors.

Table 1 shows the overall electricity usage by all consumers in Scottsbluff. The categories are reflective of the ones established by the City. The categories are defined as:

Residential = all connections and demand by households in Scottsbluff

Commercial = all retail and office users within Scottsbluff

Industrial = all industrial users within Scottsbluff

**Table 1: Total Electrical Usage
Scottsbluff 2011 through 2013**

	2011	2012	2013	% Change
Residential (kWh)	67,109,244	65,053,954	66,956,427	-0.23%
Per customer usage	10,361	10,035	10,331	-0.29%
Residential % of Total	32%	29%	29%	-11%
Commercial (kWh)	105,447,988	105,764,552	105,423,329	-0.02%
Per customer usage	68,696	69,037	68,015	-0.99%
Commercial % of total	51%	47%	45%	-10.59%
Industrial (kWh)	16,779,157	34,203,632	42,661,668	154.25%
Per customer usage	4,194,789	8,550,908	10,665,417	154.25%
Industrial % of total	8%	15%	18%	127%
Other Municipal (kWh)	19,282,931	18,987,320	18,241,951	-5.40%
Other Municipal % of total	9%	8%	8%	-15.40%
Total Usage within corporate limits	208,619,320	224,009,458	233,283,375	11.82%
	100%	100%	100%	0.00%
Customer by Class				
Residential	6,477	6,483	6,481	0.06%
Comercial	1,535	1,532	1,550	0.98%
Industrial	4	4	4	0.00%
Total	8,016	8,019	8,035	0.24%

Source: Nebraska Public Power District

Table 1 shows the usage of electricity throughout the Scottsbluff corporate limits from 2011 through 2013. The data indicate the usage by residential, commercial, industrial uses, and municipal uses (street lighting and other municipal uses) for the time period. In addition, the Table indicates the number of customers per sector. Overall, from 2011 to 2013, the total consumption increased by 11.8% while the customer base remained relatively stable with 19 new customers or a 0.2% increase.

Residential Uses

The data in Table 1 indicate the percent of total used by sector. The Table shows the overall percentage for residential customers went from 32% in 2011 to 29% in 2013; while the overall number of residential customers increased by four connections. From 2011 to 2013, the residential demand saw an overall decrease of 0.23%. Overall, the per customer usage also decreased by 0.29% for the same time frame. Electric consumption by residential customers is decreasing slightly on an annual basis.

Ascertaining where these conservation measures are occurring; are residential customers switching from electric water heaters and furnaces to natural gas systems? Is the conservation occurring in changes in thermostats? Is it due to better light sources (CFL or LED vs incandescent)?

It is likely some of all of these but what is critical is that conservation measures seem to be occurring in the community.

The decreases in light of the overall increase in customers indicates the residential users in Scottsbluff are starting to conserve electricity in their day to day lives. This may become even more critical as stiffer Federal regulations go into place regarding the generation of electricity.

Commercial Uses

Scottsbluff's commercial consumption from 2011 to 2013 also decreased and fell by 0.02%; while the total number of consumers increased by 15 customers. During this same time period, commercial uses went from 51.0% of total consumption in 2011 to 45% of consumption in 2013. The average consumption per customer went from 68,696 kWh in 2011 to 68,015 kWh in 2013 or a 0.99% decrease in the three years; most of this decrease came during 2013 and needs to be tracked to see if it continues in to the future.

Ascertaining where these conservation measures is very similar to residential customers. However, commercial consumers are seeing more efficient heating and cooling equipment installed and as retrofits occur more insulation is being installed and the newer fluorescent bulbs and ballasts are more efficient.

This decrease, more so than the Residential, is interesting. Per customer decrease was greater and the increase in the consumer base was larger. This indicates that even greater conservation measures may be occurring in commercial customers than in the residential base.

Industrial Uses

Scottsbluff's industrial sector was the only one that had an increase in consumption from 2011 to 2013. The overall consumption increased by 154.25%; while the total number of consumers remained the same. During this same time period, industrial use went from 8% of total consumption in 2011 to 18% of consumption in 2013. The average consumption per customer went from 4,194,789 kWh in 2011 to 42,661,668 kWh in 2013 or a 154.25% increase in three years. Increases were seen in 2012 and 2013 with the largest coming in 2012. This increase is anticipated to drop closer to the 2011 kWh in the coming years based upon discussions with NPPD.

Since there was no change in the number of customers, it can only be assumed that one or more of the four companies saw increases in production from 2011 to 2013.

Municipal Use

The municipality is singled out as a customer in this analysis. The municipal usage includes electricity used at all municipally owned facilities plus all the public and highway street lighting. This area also showed a solid decrease in consumption between 2011 and 2013, decreasing by 5.4%. All of this decline came from the different municipal facilities.

SHORT-TERM AND LONG-TERM STRATEGIES

As the need and even regulatory requirements for energy conservation increases, residents of communities and even rural areas will need to:

1. Become even more conservative with energy usage
2. Make use of existing and future programs for retrofitting houses, businesses, and manufacturing plants
3. Increase their use of renewable energy sources.

Residential Strategies

There are a number of different strategies that can be undertaken to improve energy efficiency and usage in residences. These strategies range from simple (less costly) to complex (costly). Unfortunately not all of the solution will have an immediate return on investment. As individual property owners, residents will need to find strategies that fit into their ability to pay for savings at the present time.



There are several ways to make a residence more energy efficient. Some of the easiest include:

- Converting all incandescent light bulbs to CFL's or LED's bulbs
- Changing air filters more regularly
- Installing additional insulation in the attic
- Keeping thermostats set a cooler levels in the winter and higher levels in the summer
- Converting standard thermostats to digital/programmable thermostats
- Changing out older less efficient Air Conditioners and Furnaces to newer high-efficiency units
- Changing out older appliances with new Energy Star appliances

Some of the more costly ways to make a residence more energy efficient include:

- New insulation in exterior walls
- Addition of solar panels for either electrical conversion and/or water heater systems in cooperation with NPPD and in compliance with the local zoning codes.
- Adding individual scale wind energy conversion systems in cooperation with NPPD and in compliance with the local zoning codes.
- Installing geothermal heating and cooling system in cooperation with NPPD and in compliance with the local zoning codes.
- Installation of energy-efficient low-e windows

Commercial and Industrial Strategies

Strategies for energy efficiency within commercial and industrial facilities can be more difficult to achieve than those for residential uses. Typically, these improvements will require a greater amount of investment due to the size of most of these facilities.

There are a number of different strategies that can be undertaken to improve energy efficiency and usage in residences. Again, not all of the solutions will have an immediate return on investment. As individual property owners, property owners will need to find strategies that will fit into their ability to pay for savings at the present time.

There are several ways to make a commercial business more energy efficient. Some of the easiest include:

- Converting all incandescent light bulbs to efficient Florescent Lights, CFL's, or LED's on small fixtures
- Keeping thermostats set a cooler levels in the winter and higher levels in the summer
- Converting standard thermostats to digital/programmable thermostats

- Installing additional insulation in an attic space
- Changing out older less efficient Air Conditioners and Furnaces to newer high-efficiency units

Some of the more costly ways to make a business more energy efficient include:

- Installation of energy-efficient windows and/or storefronts
- New insulation in exterior walls, if possible
- Addition of solar panels for either electrical conversion and/or water heater systems in cooperation with NPPD and in compliance with the local zoning codes.
- Adding individual scale wind energy conversion systems in cooperation with NPPD and in compliance with the local zoning codes.
- Installing geothermal heating and cooling system in cooperation with NPPD and in compliance with the local zoning codes.

RENEWABLE ENERGY SOURCES

Renewable energy sources are those natural resources such as the wind, sun, water, the earth (geothermal), and even methane (from natural resources or man-made situations) that can be used over and over again with minimal or no depletion. The most common sources of renewable energy resources used in Nebraska is the wind, the sun, the water and/or the earth. The following are examples of how these renewable resources can be used to reduce our dependency on fossil fuels.



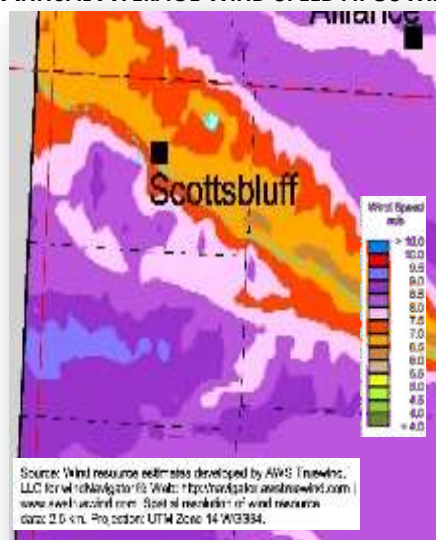
Wind

The wind is one of those resources that seem to be in abundance in Nebraska. Wind is not a new technology in Nebraska; the pioneers that settled in Nebraska used wind mills for power and to work the water wells on their farms and ranches.

Wind can be used to produce electricity through the construction of small-scale or utility/commercial grade wind conversion systems (wind turbines). However, not all areas of the state have the ideal levels needed to produce electricity on a utility or commercial level; but the use of small-scale wind turbines on homes and businesses will work in most parts of Nebraska.



Figure 1:
ANNUAL AVERAGE WIND SPEED AT 80 METERS



The wind quality in Scottsbluff and Scotts Bluff County is average to above average, especially in the Scottsbluff area and points south of the community. The darker the purple areas are the more ideal locations for wind. However, any future wind development will be determined with the use of meteorological towers used to compile wind data for approximately a one year period prior to making any future decisions.

Solar

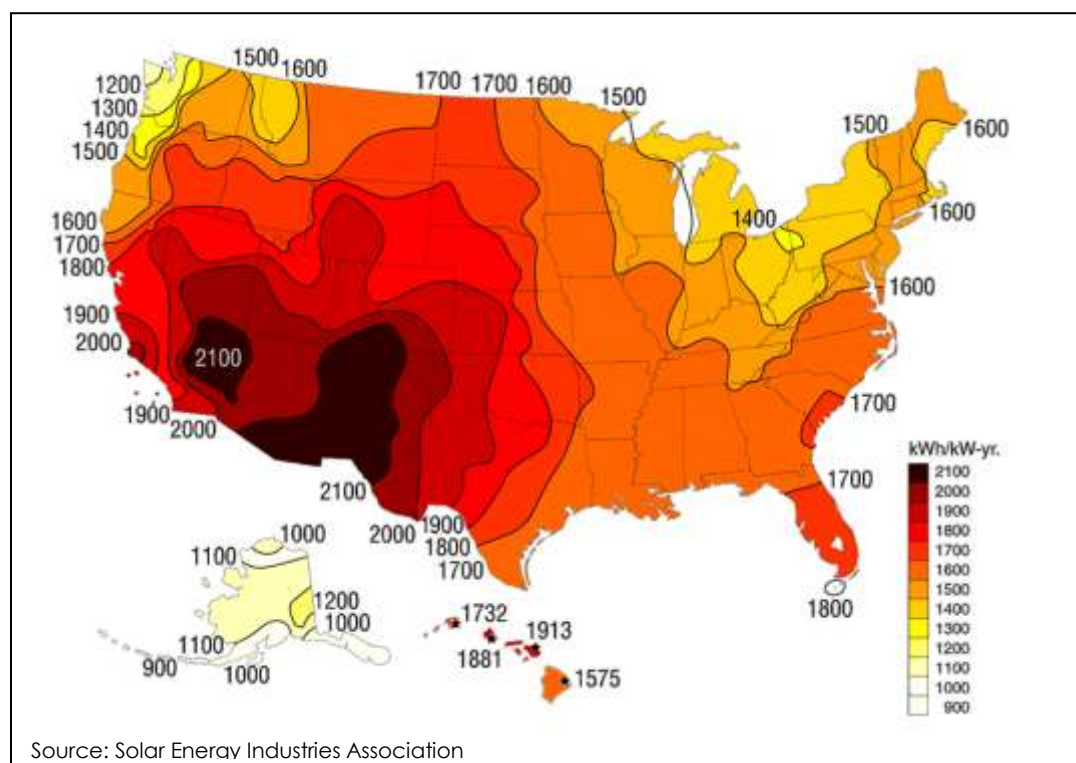
Solar energy has been around for decades and it last hit a high in popularity in the 1970's. However, today's solar energy design is much more efficient and are more aesthetically pleasing. Some of the aesthetic improvements have to do with the fact that today's systems are not as bulky as their ancestors. Today solar is being used much like wind turbines, on a small-scale level (home or business) or a much grander level (solar farms).



Solar energy includes solar water and space heating as well as taking solar photovoltaic panels to convert the sun's rays into electricity. Solar panels can typically produce between 100 and 200 watts per square meter at an installed cost of \$7 to \$9 per watt, but these costs are becoming less every year as more solar units are commissioned and new more cost effective technologies are developed.

Based upon the diagram to the right there is great solar potential in the state of Nebraska. A majority of the state lies within some of the better areas in the country for solar potential.

Figure 2:
SOLAR POTENTIAL CONTOURS



Geothermal Energy

Geothermal energy includes a process where a series of pipes are lowered into vertical cores called heat-sink wells. The pipes carry a highly conductive fluid that either is heated or cooled by the constant temperature of the ground. The resulting heat exchange is then transferred back into the heating and cooling system of a home or other structure. This is called a geothermal heat exchange system or ground source heat pumps. The California Energy

Commission estimates the costs of a geothermal system can earn net savings immediately when financed as part of a 30-year mortgage (Source: American Planning Association, PAS Memo January/February 2009).

Renewable Energy in Scottsbluff and Scotts Bluff County

Renewable energy in Scottsbluff and the Scotts Bluff County area could be an extremely good means to conserve energy into the future. One key issue that will present an obstacle is the varying topography of the Panhandle area especially outside the North Platte River valley.

The flat bottomlands are likely habitat for water fowl and other birds. In addition, these areas have been subject to flooding in the past. Finally, the soils within these areas may be an issue when attempting to construct the footings for a wind turbine.

The City has already adopted some wind regulations into their code. This should aid in the future development of commercial turbines within their jurisdiction.

Solar panels throughout Nebraska, especially the panhandle region may be difficult due to the number of hail storms that track through the area. Any future solar development will need to be capable of sustaining impacts from future hail storms.

Geothermal systems, may be a positive approach depending on the water table of the area. High water tables tend to create construction issues for this type of renewable energy.

However, the other types of renewable energy sources are possible within Scotts Bluff County, including methane and solar.

ENERGY PROGRAMS IN NEBRASKA

The following provides a basic history and description of some newer programs in Nebraska; interested parties should contact the State of Nebraska Energy Office or their local public power district.

The following information is an excerpt from the Database of State Incentives for Renewables & Efficiency.

C-BED Program

In May 2007, Nebraska established an exemption from the sales and use tax imposed on the gross receipts from the sale, lease, or rental of personal property for use in a community-based energy development (C-BED) project. The Tax Commissioner is required to establish filing requirements to claim the exemption. In April 2008 L.B. 916 made several amendments to this incentive, including: (1) clarified C-BED ownership criteria to recognize ownership by partnerships, cooperatives and other pass-through entities; (2) clarified that the restriction on power purchase agreement payments should be calculated according to gross* and not net receipts; (3) added language detailing the review authority of the Tax Commissioner and recovery of exempted taxes; and (4) defined local payments to include lease payments, easement payments, and real and personal property tax receipts from a C-BED project.

A C-BED project is defined as a new wind energy project that meets one of the following ownership conditions:

- For a C-BED project that consists of more than two turbines, the project is owned by qualified owners with no single qualified owner owning more than 15% of the project and with at least 33% of the power purchase agreement payments flowing to the qualified owner or owners or local community; or
- For a C-BED project that consists of one or two turbines, the project is owned by one or more qualified owners with at least 33% of the power purchase agreement payments flowing to a qualified owner or local community.

In addition, a resolution of support for the project must be adopted by the county board of each county in which the C-BED project is to be located or by the tribal council for a C-BED project located within the boundaries of an Indian reservation.

A qualified C-BED project owner means:

- a Nebraska resident;
- a limited liability company that is organized under the Limited Liability Company Act and that is entirely made up of members who are Nebraska residents;
- a Nebraska nonprofit corporation;
- an electric supplier(s), subject to certain limitations for a single C-BED project; or
- a tribal council.

In separate legislation ([LB 629](#)), also enacted in May 2007, Nebraska established the Rural Community-Based Energy Development Act to authorize and encourage electric utilities to enter into power purchase agreements with C-BED project developers.

** LB 561 of 2009 established that gross power purchase agreement payments do not include debt financing if the agreement is entered into on or before December 31, 2011, and the qualified owners have a combined total of at least 33% of the equity ownership in the C-BED project.*

Local Government and Renewable Energy Policies

Local governments need to take steps to encourage greater participation in wind generation. Cities and counties can do a number of items to make these projects more attractive. Some of the things that could be done are:

- Develop or amend existing zoning regulations to allow small-scale wind turbines as an accessory use in all districts
- Develop or amend existing zoning regulations to exempt small-scale turbines from maximum height requirements when attached to an existing or new structure.
- Work with the Nebraska Public Power District and/or local public power district on ways to use wind turbines on small-scale individual projects or as a source of power for the community.

Net Metering in Nebraska

[LB 436](#), signed in May 2009, established statewide net metering rules for all electric utilities in Nebraska. The rules apply to electricity generating facilities which use solar, methane, wind, biomass, hydropower or geothermal energy, and have a rated capacity at or below 25 kilowatts (kW). Electricity produced by a qualified renewable energy system during a month shall be used to offset any kilowatt-hours (kWh) consumed at the premises during the month.

Any excess generation produced by the system during the month will be credited at the utility's avoided cost rate for that month and carried forward to the next billing period. Any excess remaining at the end of an annualized period will be paid out to the customer. Customers retain all renewable energy credits (RECs) associated with the electricity their system generates. Utilities are required to offer net metering until the aggregate generating capacity of all customer-generators equals one percent of the utility's average monthly peak demand for that year.

State Law of Solar and Wind Easements

Nebraska's solar and wind easement provisions allow property owners to create binding solar and wind easements for the purpose of protecting and maintaining proper access to sunlight and wind. Originally designed only to apply to solar, the laws were revised in March 1997 (Bill 140) to include wind. Counties and municipalities are permitted to develop zoning regulations, ordinances, or development plans protecting access to solar and wind energy resources if they choose to do so. Local governing bodies may also grant zoning variances to solar and wind energy systems that would be restricted under existing regulations, so long as the variance is not substantially detrimental to the public good.

LB 568, enacted in May 2009, made some revisions to the law and added additional provisions to govern the establishment and termination of wind agreements. Specifically, the bill provides that the initial term of a wind agreement may not exceed forty years. Additionally, a wind agreement will terminate if development has not commenced within ten years of the effective date of the wind agreement. If all parties involved agree to extend this period, however, the agreement may be extended.

Incentive Programs

Programs change from time to time and are typically offered locally and/or through NPPD.

City of Scottsbluff, Nebraska

Monday, September 15, 2014

Regular Meeting

Item Resolut.1

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

Staff Contact: Cindy Dickinson, City Clerk

Memo

To: Honorable Mayor Meininger and City Council Members
From: Cindy Dickinson, City Clerk/Risk Manager
Date: September 10, 2014
Re: **LARM Renewal**

The attached Resolution offers a number of options regarding our renewal commitment with LARM.

The 3 year, 180 Day Notice commitment offers the maximum discount of 5%, which is reflected in this year's premium proposal of \$609,272.00.

This rate represents a 6.6% increase over last year's premium. However, we made some adjustments to lower the premium from the original quote of \$720,000. These adjustments include the following:

- Change auto deductible from \$500 to \$1000.
- Reduce actual cash value on all property by 10% (properties were recently appraised, causing an increase in property values and inclusion of property in the open (PIO), which was not previously insured. This additional (PIO) insurance increased our premium by \$6,400).
- Changed Workers Compensation deductible to \$1,000 / per occurrence. Our Work Comp mod increased to 25%. LARM has agreed to a 5% discount for additional safety training.

LARM offers a number of contribution credit options which will be reflected in the attached Resolution.



2014-15 Pool Year

Renewal Proposal City of Scottsbluff

COVERAGE	LIMITS AND APPLICABLE DEDUCTIBLES	ESTIMATED / ANNUAL CONTRIBUTION
Workers' Compensation	PART ONE Statutory Limits PART TWO \$500,000 Bodily Injury by Accident (each accident) \$500,000 Bodily Injury by Disease (each employee) \$500,000 Bodily Injury by Disease (policy limit)	\$303,443
General Liability	\$5,000,000 Per Occurrence \$5,000,000 Annual Aggregate \$0 Deductible	\$85,594
Errors & Omissions Liability	\$5,000,000 Per Occurrence \$5,000,000 Annual Aggregate \$2,500 Deductible	\$16,228
Law Enforcement Liability	\$5,000,000 Per Occurrence \$5,000,000 Annual Aggregate \$2,500 Deductible	\$24,655
Automobile Liability	\$5,000,000 Combined Single Limit \$100,000 UM / UIM \$0 Deductible	\$19,490
Automobile Physical Damage	Scheduled 98 Vehicles \$500 Comprehensive Deductible \$500 Collision Deductible	\$62,385
Commercial Property	\$50,000,450 Total Insured Values \$1,000 Standard Deductible	\$129,544
* TOTAL ESTIMATED ANNUAL CONTRIBUTION:		\$641,339

ESTIMATED CONTRIBUTION CREDIT OPTIONS

180 Day Notice, 3-Year Commitment	180 Day Notice, 2-Year Commitment	180 Day Notice Only Commitment	90 Day Notice, 3-Year Commitment	90 Day Notice, 2-Year Commitment	90 Day Notice Only Commitment
5%	4%	2%	2%	1%	0%
\$609,272.00	\$615,685.00	\$628,512.00	\$628,512.00	\$634,926.00	\$641,339.00

* Your Total Estimated Annual Contribution renewal pricing is modeled on the 180 Day Notice, 3-Year Commitment option.

CURRENT LIST OF LARM POOL MEMBERS 9-2014

City of Ainsworth
Village of Ansley
City of Arapahoe
Village of Arlington
City of Atkinson
Auburn Board of Public Works
Village of Benedict
City of Benkelman
Village of Berwyn
Village of Cedar Bluffs
Village of Cedar Creek
City of Columbus
Village of Comstock
Village of Cook
City of Crete
City of Curtis
Village of Eustis
City of Fremont
City of Gering
Village of Glenvil
City of Hastings
Village of Hemingford
City of Henderson
Village of Herman
City of Hickman
City of Holdrege
Village of Howells
City of Imperial
Village of Inglewood
Village of Johnstown
KBR Solid Waste Committee
City of La Vista
Village of Lodgepole
Village of Malmo
Village of Mason City
Village of Miller
Village of Murray
NE Nebraska Solid Waste Coalition
City of Neligh
Nelson Rural Fire District
City of Nelson
Village of Newcastle
City of Norfolk

City of North Platte
City of Oakland
City of Papillion
Village of Platte Center
Village of Pilger
City of Randolph
Village of Scotia
City of Scottsbluff
Village of Shelton
Village of Silver Creek
Southwest Nebraska Solid Waste Agency
St. Paul Rural Fire District
City of St. Paul
Village of Sumner
City of Wahoo
Village of Walthill
Village of Wausa
Village of Winnebago
Village of Wood Lake
SID #1 - Stanton County
Village of Wilcox
Village of North Loup
Village of Bradshaw
Village of Beaver Crossing
Village of Meadow Grove
City of Clay Center
Village of Seneca
City of OshKosh
Village of Guide Rock
NE NE Economic Development Distr
SID #1 of Butler County
City of Waverly
Village of Alda
City of Valentine
Loup Central Landfill
City of Gibbon
Village of Elba
City of Edgar
SID #7 of Platte County
Village of Dannebrog
Village of Cotesfield
Village of Union
Village of Hershey
Village of Burr
Village of Monroe
Village of Wolbach
City of David City

Village of Hoskins
City of Syracuse
City of Weeping Water
Lower Platte North NRD
City of Louisville
City of Clarkson
Village of Holbrook
Little Blue NRD
Hoskins RFD
Village of Oxford
City of Sargent
Village of Litchfield
Village of Callaway

Cindy...

As a follow up to the renewal negotiations, I just wanted to review the changes that have occurred on the City of Scottsbluff's 2014-15 LARM renewal. LARM staff notified all of our members on June 25, that the Board of Directors had voted on increased rates that would have a net impact on all lines of coverage of 8.7% (10% property, 3% casualty, 11% worker's compensation). Although the rates were set the changes on each of our member accounts could reflect either additional increases or decreases based on each member's individual changes in exposures.

The City of Scottsbluff had a re-evaluation on all property this past year that had an additional impact on your renewal of approximately 18% increase as well as an increase on the worker's compensation mod of approximately 25%.

In order to curtail some of the increases LARM negotiated a smaller increase on the property evaluations with the City of Scottsbluff, leaving the deductible at \$1,000, but increased the deductible on auto physical damage from \$500 to \$1,000 causing an additional \$29,674 in savings.

Due to the significant increases NCCI made on base rates for worker's comp and the 25% increase on the City's worker's compensation mod LARM negotiated a 5% safety plan reduction and the City added a \$1,000 medical payment deductible which gave the City additional savings of \$53,015 on the member contributions. The safety plan credit will be tied to LARM providing safety meetings on a routine basis going forward over the next six months. Steve Hecker and I will be in touch after the renewal and set up those dates and times. The first meeting should be set with all department heads for mid-November and continuing through mid-April with each department head and their employees.

The net effect of the rate increase as well as the worker's compensation mod increase would have had an overall impact of 22% increase in member contribution. The impact with the changes negotiated with the LARM staff is a 13% increase in member contributions.

LARM staff hopes that with the safety training the City of Scottsbluff will continue to see a shift in worker's compensation claims and savings on a lower mod over the next few years. LARM appreciates the opportunity to work with the City of Scottsbluff and the entire staff at LARM thanks you for your continued support of LARM.

Thanks so much and please call me if you have any additional questions.

Geneie Andrews

Marketing Manager/Asst. Loss Control

League Association of Risk Management
1335 "L" Street, Suite 200, Lincoln, NE 68508
Phone: 402-742-2603 (Office)
402-440-9129 (Cellular)
Website: www.larmpool.org

City of Scottsbluff, Nebraska

Monday, September 15, 2014

Regular Meeting

Item Resolut.2

Council to consider a request for payment of outstanding warrant principal and interest at Platte Valley Bank and approve the Resolution.

Staff Contact: Renae Griffiths, Finance Director

RESOLUTION NO.

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

That the claim of Platte Valley Bank in the amount of \$6,731.44, to payoff outstanding warrant principal and \$37,751.65 to pay warrant interest to 9-30-14 for the Cirrus House TIF Project, is approved and the city clerk is authorized to issue warrants for the payment of such claims.

That the claim of Platte Valley Bank in the amount of \$35,111.04, to payoff outstanding warrant principal and \$2,106.98 to pay warrant interest to 9-30-14 for the Paving District #300, is approved and the city clerk is authorized to issue warrants for the payment of such claims.

That the claim of Platte Valley Bank in the amount of \$22,991.65, to payoff outstanding warrant principal to 9-30-14 for the Paving District #306, is approved and the city clerk is authorized to issue warrants for the payment of such claims.

That the claim of Platte Valley Bank in the amount of \$27,768.55, to payoff outstanding warrant principal to and \$310.53 to pay warrant interest to 9-30-14 for the Paving District #307, is approved and the city clerk is authorized to issue warrants for the payment of such claims.

That the claim of Platte Valley Bank in the amount of \$15,829.51, to payoff outstanding warrant principal and \$235.57 to pay warrant interest to 9-30-14 for the Paving District #308, is approved and the city clerk is authorized to issue warrants for the payment of such claims.

That the claim of Platte Valley Bank in the amount of \$18,468.51, to payoff outstanding warrant principal and \$43.80 to pay warrant interest to 9-30-14 for the Paving District #309, is approved and the city clerk is authorized to issue warrants for the payment of such claims.

That the claim of Platte Valley Bank in the amount of \$10,190.79, to payoff outstanding warrant principal to 9-30-14 for the Paving District #310, is approved and the city clerk is authorized to issue warrants for the payment of such claims.

That the claim of Platte Valley Bank in the amount of \$11,008.44, to payoff outstanding warrant principal and \$1,978.69 to pay warrant interest to 9-30-14 for the Sewer District #163, is approved and the city clerk is authorized to issue warrants for the payment of such claims.

That the claim of Platte Valley Bank in the amount of \$14,558.75, to payoff outstanding warrant principal and \$5,095.57 to pay warrant interest to 9-30-14 for the Sewer District #164, is approved and the city clerk is authorized to issue warrants for the payment of such claims.

That the claim of Platte Valley Bank in the amount of \$268.00 to pay warrant interest to 9-30-14 for the Sewer District #166, is approved and the city clerk is authorized to issue warrants for the payment of such claims.

That the claim of Platte Valley Bank in the amount of \$9,219.56, to payoff outstanding warrant principal and \$1,268.64 to pay warrant interest to 9-30-14 for the Water District #97, is approved and the city clerk is authorized to issue warrants for the payment of such claims.

That the claim of Platte Valley Bank in the amount of \$25,188.88, to payoff outstanding warrant principal and \$8,819.73 to pay warrant interest to 9-30-14 for the Water District #99, is approved and the city clerk is authorized to issue warrants for the payment of such claims.

That the claim of Platte Valley Bank in the amount of \$16,049.76, to payoff outstanding warrant principal and \$2,323.80 to pay warrant interest to 9-30-14 for the Water District #101, is approved and the city clerk is authorized to issue warrants for the payment of such claims.

That the claim of Platte Valley Bank in the amount of \$4,978.41, to payoff outstanding warrant principal and \$9.79 to pay warrant interest to 9-30-14 for the Water District #102, is approved and the city clerk is authorized to issue warrants for the payment of such claims.

That the claim of Platte Valley Bank in the amount of \$24,340.00, to payoff outstanding warrant principal and \$119.88 to pay warrant interest to 9-30-14 for the Downtown Project Phase #3, is approved and the city clerk is authorized to issue warrants for the payment of such claims.

Passed and approved this 15th day of September, 2014.

Mayor

ATTEST:

City Clerk

"seal"

City of Scottsbluff, Nebraska

Monday, September 15, 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: City Council