

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

Regular Meeting
December 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 December 1, 2014 Regular Meeting.
 - b) Cancel the December 29, 2014 Regular Council meeting as two regular meetings will have already been held in the month of December.
7. Claims:
 - a) Regular claims
8. Financial Report:
 - a) Council to receive the October 2014 Financial Report.
9. Public Hearings:
 - a) Council to conduct a public hearing as set for the date at 6:05 p.m. to consider the creation of a Paving District 312 and Water District 105 in Block 2, Reganis Subdivision and Block 1A, Scotts Bluff County College Tract.
 - b) Council to consider the Ordinance creating Paving District No. 312.
 - c) Council to consider the Ordinance creating Water District No. 105.
10. Petitions, Communications, Public Input:
 - a) Approve issuance of a special arts-related event wine permits for the West Nebraska Arts Center, 106 East 18th Street and special designated liquor licenses for events on 1/10/15 and 3/5/15.
11. Bids & Awards:
 - a) Council to consider awarding the bid to Nebraska Environmental for a new, six

wheel sweeper in the amount of \$151,623.00 as the best and lowest bid.

- b) Council to consider awarding the bid to Paul Reed Construction in the amount of \$450,695.35 for the Water Transmission Main on CR 24 from Highland Rd. to US Highway 26 as the best and lowest bid.
12. Reports from Staff, Boards & Commissions:
- a) Council discussion and instructions to staff regarding the designation of December 26, 2014 as a Federal holiday.
 - b) Council to consider the purchase of new patrol cars for the Police Department.
 - c) Approve interlocal agreements with the City of Terrytown for paint striping and street sweeping services and authorize the Mayor to execute the agreements.
 - d) Council to consider a license agreement with Western Area Power Administration (WAPA) for the new entrance to the Riverside Discovery Center and authorize the Mayor to execute the agreement.
 - e) Council consideration of the Amended Economic Development Assistance Agreement with Fusion Ranch and authorize the City Manager to execute the agreement.
 - f) Council discussion and instructions to staff regarding the Economic Development Plan.
 - g) Council to consider the LARM Interlocal Agreement and authorize the Mayor to execute the agreement.
13. Subdivisions & Public Improvements:
- a) Council to consider a Final Plat for Lots 1C, 1D, & 1E, Block 2, a replat of Lot 1A, Eisele Subdivision, City of Scottsbluff and approve the Resolution.
 - b) Council to remove from the table the item regarding the Developers Agreement for Premier Estates.
 - c) Council to consider a Developers Agreement for Premier Estates Subdivision and authorize the Mayor to execute the agreement.
 - d) Council to remove from table the item regarding the final plat for Lots 1-9, Block 1; & Lots 1 -3, Block 2, Premier Estates Subdivision.
 - e) Council to consider the final plat for Lots 1-9, Block 1; & Lots 1 -3, Block 2, Premier Estates Subdivision and approve the Resolution.
14. Resolution & Ordinances:
- a) Council to consider the amended pay Resolution to meet the minimum wage as a result of Nebraska Initiative Measure 425.
 - b) Council to consider a new stop sign Resolution.
 - c) Council to consider an Ordinance providing for an occupation tax on hotel accommodations.
15. Executive Session
- a) Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda.

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

City of Scottsbluff, Nebraska

Monday, December 15, 2014

Regular Meeting

Item Consent1

Approve the minutes of the December 1, 2014 Regular Meeting.

Staff Contact: Cindy Dickinson, City Clerk

Reorganizational Meeting
December 1, 2014

The Scottsbluff City Council met in a regular meeting on Monday, December 1, 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 November 26, 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 accommodations to attend the council meeting should contact the city clerk's office, and that an agenda of the meeting kept continuously current was available for public inspection at the office of the city clerk in City Hall; provided, the city council could modify the agenda at the meeting if it determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been delivered to each council member, made available to radio stations KNEB, KMOR, KOAQ, and television stations KSTF and KDUH, and the Star Herald. The notice was also available on the City's website on November 26, 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, Liz Hilyard, Randy Meininger, and Scott Shaver. Absent: None.

Mayor Meininger asked if there were any changes to the agenda. There were none. Mayor Meininger asked if any citizens with business not scheduled on the agenda wished to include an item providing the City Council determines the item requires emergency action. There were none.

Mayor Meininger expressed his gratitude to Council Member McCarthy for his service as a City Council Member. He presented a plaque commemorating Council Member McCarthy for his year of service and thanked him for his dedication. Council Member McCarthy expressed his appreciation for the privilege of serving with the City Council team over the past year and the opportunity to fill a vacated seat.

City Clerk Dickinson reported that Council Members-elect Randy Meininger, Liz Hilyard and Jordan Colwell are qualified to be seated as members of the City Council and their bond applications are in process. Council Members elect Randy Meininger, Liz Hilyard and Jordan Colwell read their Oath of Office and were seated as City Council Members. Roll call was taken and the following Council Members were present: Raymond Gonzales, Jordan Colwell, Randy Meininger, Liz Hilard, and Scott Shaver. Absent: None.

Moved by Council Member Meininger, seconded by Council Member Gonzales, "That Council nominate City Clerk Dickinson serve as temporary Chairperson." Nominations were closed as no other nominations were made and a unanimous ballot was cast. "YEAS" Gonzales, Colwell, Meininger, Hilyard and Shaver, "NAYS" None. Absent: None.

Chairperson Dickinson called for nominations for Mayor. Moved by Council Member Hilyard, seconded by Council Member Colwell, "That Council Member Meininger be nominated as President / Mayor of the City Council . There were no other nominations, nominations were closed and a unanimous ballot was cast for Council Member Meininger as Mayor of the City Council," "YEAS" Gonzales, Colwell, Meininger, and Hilyard, "NAYS" Shaver. Absent: None.

Council Member Meininger took his seat as Mayor of the City of Scottsbluff. He thanked the Council for their service and vote of confidence.

Mayor Meininger called for nominations for Vice-President of the Council.

Moved by Mayor Meininger, seconded by Council Member Hilyard, "That Council Member Gonzales be nominated for Vice-President of the City Council. There were no other nominations, nominations were closed and a unanimous ballot was cast for Council Member Gonzales as Vice-President of the City Council," "YEAS" Gonzales, Colwell, Meininger, and Hilyard, "NAYS" Shaver, Absent: None. Council Member Gonzales was elected to serve as Vice-President of the Council.

At this time, each of the Council Members selected the committees they wished to represent. Moved by Council Member Shaver seconded by Council Member Hilyard, "to make the following committee appointments:

- a) Twin Cities Development (TCD) – City Manager (liaison) Hilyard and Shaver
 - b) Panhandle Area Development District – City Manager or designee (primary) and Hilyard and Colwell (alternates)
 - c) Scottsbluff Drain Operating Committee – Meininger
 - d) Panhandle Humane Society – Animal Control Officer Bornschlegl
 - e) Technical Advisory Committee – City Manager, Assistant City Manager (staff) Shaver and Colwell (alternate)
 - f) NPPD Retail Community Customer Committee – City Manager or designee (primary)
 - g) Public Alliance for Community Energy (PACE) – City Manager or designee (primary)
 - h) Senior Center – Meininger
 - i) Youth Council – Shaver
 - j) Resource, Conservation & Development Board (RC&D)- Colwell (primary)
 - k) Riverside Discovery Center Board – Gonzales (ex-officio)
 - l) 911 Steering Committee – Meininger and Shaver (alternate) ,"
- "YEAS", Gonzales, Colwell, Meininger, Hilyard and Shaver, "NAYS" None. Absent: None.

At 6:15 p.m., Mayor Meininger moved, seconded by Council Member Shaver "to adjourn the Regular Meeting and convene as the Scottsbluff Leasing Corporation," "YEAS" Gonzales, Colwell, Meininger, Hilyard and Shaver, "NAYS" None. Absent: None. Moved by Council Member Gonzales, seconded by Mayor Meininger to convene as the Scottsbluff Leasing Corporation. "YEAS" Gonzales, Colwell, Meininger, Hilyard and Shaver, "NAYS" None. Absent: None.

(Minutes of the Scottsbluff Leasing Corporation are under separate file)

At 6:20 p.m., moved by Mayor Meininger, seconded by Council Member Gonzales, "to reconvene the regular meeting," "YEAS" Gonzales, Colwell, Meininger, Hilyard and Shaver, "NAYS" None. Absent: None

Moved by Council Member Shaver, seconded by Council Member Gonzales that, "The minutes of the November 17, 2014 Regular Meeting be approved," Gonzales, Meininger, Hilyard and Shaver. "NAYS" None. Abstain: Colwell. Absent: None.

Moved by Council Member Gonzales, seconded by Council Member Shaver, "that the following claims be and hereby are approved and should be paid as provided by law out of the respective funds designated in the list of claims dated December 1, 2014, as on file with the City Clerk and submitted to the City Council," "YEAS", Gonzales, Colwell, Meininger, Hilyard and Shaver, "NAYS" None. Absent: None.

CLAIMS

ACCELERATED RECEIVABLES SOLUTIONS,WAGE ATTACH,89.3; ACTION COMMUNICATION INC.,VEH MAINT,50; ALAMAR CORP,UNIFORMS,102.48;

AMAZON.COM HEADQUARTERS,BKS & SUPS,246.84; BARCO MUNICIPAL PRODUCTS INC,SUPP,979.68; BIRUTA D. WALTON,VEHICLE MTNC,232.5; BLUFFS SANITARY SUPPLY INC.,DEPT SUPP,279.64; BOX ELDER VALLEY, INC,SMALL CAPITAL,7309.9; BRUCE ROLLS,UNF/CTH,40; CARR TRUMBULL LBR INC.,DEPT SUP,1180.47; CHRIS REYES,DEPT SUPPL,175; CITIBANK N.A.,DEP SUP,158.99; COLONIAL LIFE & ACCIDENT INSURANCE COMPANY, SUPP INS,48.7; COMPUTER CONNECTION INC,DEPT SUPL,8085; CONSOLIDATED MANAGEMENT,SCHOOLS & CONF,148; CONTRACTORS MATERIALS INC.,DEP SUP,172.02; CREDIT MANAGEMENT SERVICES INC., WAGE ATTACH,193.1; CRESCENT ELECT. SUPPLY COMP INC,SUPP - BULBS, 331.49; CYNTHIA GREEN,DEPT SUP,100.98; ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC,DEPT EQPMNT MNTNCE,10900; EXPRESS TOLL,SCH CON,3.4; FASTENAL COMPANY,DEPT SUPPLIES, 5.84; FAT BOYS TIRE AND AUTO,GRADER TIRE REPAIR,428.8; FEDERAL EXPRESS CORPORATION, POSTAGE,228.4; FLOYD'S TRUCK CENTER, INC,VEHICLE MTNC,342.91; FRANK IMPLEMENT CO,EQP MTC,57.12; GENERAL ELECTRIC CAPITAL CORPORATION, DEPT SUP,403.82; GENERAL TRAFFIC CONTROLS, INC,TRAFFIC SIGNAL SUPP - RELAY, 105.36; H D SUPPLY WATERWORKS LTD, METERS, 21967.21; HEILBRUN'S INC., SUPP, 2033.23; HOME DEPOT CREDIT SERVICES, TOOL CABINET,608.29; HULLINGER GLASS & LOCKS INC.,BLD MTC,127; HYDROTEX, POWER KLEEN,325.61; ICC CERTIFICATION SERVICES,DEPT MMBRSH,125; ICMA RETIREMENT TRUST-457,DEF COMP,1325.14; IDEAL LAUNDRY AND CLEANERS, INC.,SUPP,172.12; INDEPENDENT PLUMBING AND HEATING, INC,BUILD. MAIN.,466.07; INTERNAL REVENUE SERVICE,W/H TAXES, 60494.91; INVENTIVE WIRELESS OF NE, LLC,DEP SUP,16; JOHN DEERE FINANCIAL, CLOTHING, 159.98; JOHN DEERE FINANCIAL,UNF CTH,189.51; JOHN DEERE FINANCIAL,SUPP,33.97; JOHN DEERE FINANCIAL,BLD MTC,83.95; JOHN DEERE FINANCIAL,CLOTHING,-79.99; JWC ENVIRONMENTAL,LLC,EQUIP MAINT,365.17; KRIZ-DAVIS COMPANY,BLD MTC,38.03; LOGAN CONTRACTORS SUPPLY INC,PARTS,619.92; M.C. SCHAFF & ASSOCIATES, INC,CON SRV,1710; MADER, PERRY,SCH CON,260.6; MAILFINANCE INC,EQUIP LEASE,106.76; MARIE'S EMBROIDERY,UNIFORMS,12; MENARDS, INC,BLD MTC,2660.62; NATALIE CERVANTES GARCIA,WITNESS FEES,23.26; NE CHILD SUPPORT PAYMENT CENTER,NE CHILD SUPPORT PYBLE,2298.81; NE DEPT OF ENVIRONMENTAL CONTROL,LOAN PAYMENTS, 332640.19; NE DEPT OF REVENUE, SALES & USE TAX,21109.25; NE REC & PARKS ASSOC,SCH CON,30; NEBRASKA MACHINERY CO,EQUIP MTNC,1289.97; NEBRASKA PUBLIC POWER DISTRICT,ELECTRIC,19669.51; NEBRASKALAND TIRE,VEH MTC,1678.52; NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF,GRD MTC,142.95; PANHANDLE COOPERATIVE ASSOCIATION,GASOLINE,24448.6; PANHANDLE ENVIRONMENTAL SERVICES INC,SAMPLES,132; PANHANDLE HUMANE SOCIETY, CONTRCTL SVC,4964.31; PELCO CORP,DEPT SUPL.,60; PLATTE VALLEY BANK,HSA, 14100.96; POSTMASTER,POSTAGE,816.16; PRO OVERHEAD DOOR,CONTRACTUAL SVC,136.25; REGANIS AUTO CENTER, INC,VEH MTC, 69.8; REGION I OFFICE OF HUMAN DEVELOPMENT,CONTRACTUAL SERVICES,825; REGIONAL CARE INC,MED CLAIMS, 26263.2; REGIONAL WEST MEDICAL CENTER,DEPT SUPL,93; REGISTER OF DEEDS,LEG FEE,80; ROOSEVELT PUBLIC POWER DISTRICT,ELECTRIC,1767.41; RUSHMORE MEDIA COMPANY,STRMWTR CNTRCL SRVCS,325; S M E C,EMP DEDUCTIONS,226; SANDBERG IMPLEMENT, INC,EQP MTC,273.42; SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE

DUES,210; SCOTTSBLUFF BODY & PAINT, DEDUCTIBLE,500; SCOTTSBLUFF POLICE OFFICERS ASSOCIATION,POLICE EE DUES,432; SHERIFF'S OFFICE,LEGAL FEES,352.3; SIMON CONTRACTORS, CONCRETE,1432.25; SPECIAL INVESTIGATIONS, CONTRACTUAL, 409.83; STAN SCHNELL,WITNESS FEES,64.64; STATE HEALTH LAB,SAMPLES,3570; STATE OF NE.,CONTRACTUAL,315; STATE OF NEBR, MONTHLY LONG DISTANCE, 136.65; STATE OF NEBRASKA DEPT OF HEALTH, TRAINING,465; SYLVIA ARRELLANO,WITNESS FEES,23.26; TERRY D SCOTT,VEH MTC,641.18; TOYOTA FINANCIAL SVCS,DEC 14 HIDTA CAR LEASE,383.99; TRANS IOWA EQUIPMENT LLC,PARTS FOR SWEEPER,144.76; TYLER TECHNOLOGIES, INC,FEES,348; UPSTART ENTERPRISES, LLC,DEPT SUPPL,116.77; US BANK,BOND PAYT, 238672.5; WELLS FARGO BANK, N.A.,RETIREMENT,29763.52; WIN INVESTMENTS INC,CONFERENCE,179.9; WYOMING FIRST AID & SAFETY SUPPLY, LLC, FIRST AID KIT SUPPLIES,86.85; YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF NE, FITNESS PROGRAM,598.5; REFUNDS: RODNEY MUTH .62; OWEN ANDERSON .21; LORI BROWN 11.53; FRED KRIEG .78.

City Manager Kuckkahn explained the information provided in the September 2014 Financial Report. Each month, staff tracks the department line items, as we have a fiduciary responsibility to review these expenditures. He explained that any anomalies will be pointed out to the Council. Mr. Kuckkahn encouraged the Council to ask if they have any questions or concerns about the financial reports. Everything is in order with this report.

Council reviewed the agreement with M.C. Schaff and Associates for engineering services for the Monument Valley Pathway North projects. Assistant City Manager Johnson explained that M.C. Schaff has already executed preliminary engineering services related to this project and will continue with the final design. This is the north section only which includes the bridge design over Highway 26. The agreement and Resolution have been reviewed by the legal department. Moved by Council Member Shaver, seconded by Council Member Hilyard, "to approve the agreement with M.C. Schaff and Associates for engineering services for the Monument Valley Pathway North project and approve Resolution No. 14-12-01," "YEAS", Gonzales, Colwell, Meininger, Hilyard and Shaver, "NAYS" None. Absent: None.

CITY OF SCOTTSBLUFF RESOLUTION No. 14-12-01

PRELIMINARY ENGINEERING SERVICES AGREEMENT SUPPLEMENTAL AGREEMENT NO. 1 - B01231

Whereas: City of Scottsbluff and M.C. Schaff & Associates, Inc., have previously executed a Preliminary Engineering Services Agreement (B01231) for a transportation project for which the Local Public Agency (LPA) would like to obtain Federal funds;

Whereas: City of Scottsbluff understands that it must continue to strictly follow all Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of this Federal-aid project; and

Whereas: City of Scottsbluff and M.C. Schaff & Associates, Inc. wish to enter into a preliminary and final design engineering services supplemental agreement setting out modifications and/or additional duties and/or funding responsibilities for the Federal-aid project.

Be It Resolved: by the City Council of the City of Scottsbluff, Nebraska that:

Randy Meininger, Mayor of City of Scottsbluff is hereby authorized to sign the attached Preliminary and Final

Engineering Services Supplemental Agreement No. 1 between the City of Scottsbluff and M.C. Schaff & Associates, Inc.

NDOR Project Number: ENH-79(42)

NDOR Control Number: 51512

NDOR Project Description: Scottsbluff Valley Pathway North

Passed and approved this 1st day of December, 2014.

Mayor

ATTEST:

City Clerk “Seal”

City Planner, Annie Folck, explained the details of the developer's agreement for Premier Estates. The preliminary plat for this development located northwest of the Scotts Bluff Country Club has been approved by the City Council. The proposed development has large three acre lots with wells, septic tanks and gravel roads. Staff originally considered waiving the requirements to pave streets, which is allowable according to our code, providing there is not a lot of traffic anticipated in the development. The City Engineers advised that if there are no public improvements, this could cause serious issues for annexation into the City in the future. City Code states that improvements must be paid for by the developer. This expense is generally added to the cost of the lot or a district is formed. Staff recommended allowing development without the improvements; however, in the future if these improvements were required, it would be at the cost of the developer, not the City. If these improvement requirements were waived, it should be with the stipulation that property owners cannot contest future improvement districts if the development is ever annexed and included within the corporate limits. The Planning Commission did not take action on this issue at their last meeting. Ms. Folck contacted the Development Director at the City of Cheyenne, Wyoming, as they have had a number of similar developments. This has become a problem for them as they have tried to annex the developments. They also cautioned about potential problems with failed septic system and issues with wells. In their situation, the City paid for the improvements because it became a health and welfare issue. These costs essentially are paid for by increased rates for the entire community.

Ms. Folck worked with legal staff to draft a Developer's Agreement stating that the city won't pay for any infrastructure improvements in the future. Anyone who purchases a lot should be aware that they may be responsible for the cost of the improvements. Staff is recommending that Council reject the Developer's Agreement proposed by the developers and require the developer to follow the requirements recommended by the City's legal and engineering departments.

Council Member Hilyard asked Mr. Olsen if the City legally had the ability to force property owners to pay for the improvements. City Attorney Olsen disclosed to the Council that he has worked with the developer. Mr. Adam Reed, on other issues, so he can only answer factual questions regarding this issue, not offer opinions. Regarding payment for improvements if the property were annexed, he explained that the property owners need to understand that they cannot object to the creation of the districts. This doesn't mean that they can't object to the assessments.

Council Member Shaver commented that he can see problems later on if there are issues with the Environmental Protection Agency. If there is a property transfer, the requirements for the development runs with the land and is recorded. Council Member Gonzales asked about ADA compliance if the public improvements were added to the development. Ms. Folck explained that sidewalks and paving can be waived in our extraterritorial property.

Moved by Council Member Shaver to reject both of the developer's agreements. Motion died due to lack of second.

Mr. Reed, developer, explained to the Council that this is not a typical housing development. The total estimated amount for all of the utility improvements is between \$1 – 2 million dollars. Since the development consists of large, 3 acre lots, this would add \$125,000.00 to the cost of each lot. This makes the price of the lots too expensive and prohibitive for development. Requiring the owners to give up the right to contest is not fair. The reason this development is desirable is because it's country property, yet close to the City's amenities. The concept is an upscale, ranchette development. Mr. Reed does not want the property to be connected to city water and sewer. There is a right of way around the property, so anyone who wants city services around or on the development can have access.

Council Member Shaver expressed his concern to protect the City from potential overhead if the property is annexed and the owners don't agree to pay for the improvements. Mr. Kuckkahn asked what we would do if the water in the wells goes bad. The City may be opened to a huge liability if this were to happen. Mr. Reed responded that if a well goes bad, the owner would re-drill another well. The well will come with the lot, so the developer can regulate the placement of the wells to meet codes.

Mr. Kuckkahn added that there is a possibility that a future Council would be forced to make decisions regarding whether or not to annex, or to annex around this development, which would cost future developers more. Mr. Reed asked why it should be his responsibility to pay for the improvements for this development because he got there first. Mr. Kuckkahn responded that by developing this property, it becomes a part of the City which includes participation in the general good of the entire community.

Mayor Meininger commented that if both developers' agreements are rejected, the project doesn't move forward. Ms. Folck offered to continue negotiations with the developer to come to a compromise. Regarding creation of districts, Mr. Reed commented that there would need to be a majority vote to create the districts. If individual property owners want city services, they can pay for their own. Mr. Olsen asked if there were any services that he could not contest. He replied that there are none with the price he is paying for the land.

Moved by Mayor Meininger, seconded by Council Member Gonzales, "to table the developer's agreement for Premier Estates and directed staff to meet with the developer and to work out a solution that both the city staff and the developer can agree to," "YEAS", Gonzales, Colwell, Meininger, Hilyard and Shaver, "NAYS" None. Absent: None.

Moved by Mayor Meininger, seconded by Council Member Shaver, "to table the final plat for Lots 1-9, Block 1; & Lots 1 -3, Block 2, Premier Estates Subdivision Premier Estates and the Resolution," "YEAS", Gonzales, Colwell, Meininger, Hilyard and Shaver, "NAYS" None. Absent: None.

Mr. Kuckkahn explained the request for \$70,000 of contingency funds from the electric fund. These funds will supplement the pension funds for defined benefits for the last retired police officer who was a pre-1984 hire. Moved by Council Member Shaver, seconded by Council Member Gonzales, "to approve the expenditure of up to \$70,000 of contingency funds from the electric fund for pre-1984 police officer pension payout," "YEAS", Gonzales, Colwell, Meininger, Hilyard and Shaver, "NAYS" None. Absent: None.

Assistant City Manager Johnson, provided Council information regarding the contract with Copier Connection for the Development Services copy machine, which is a continuation of an existing contract. Moved by Council Member Gonzales, seconded by Council Member Hilyard, "to authorize the Mayor to sign the contract with Copier Connection for the Development Services copy machine," "YEAS", Gonzales, Colwell, Meininger, Hilyard and Shaver, "NAYS" None. Absent: None.

City Manager Kuckkahn presented the memo for the Mayor to sign to USDA Rural Development clarifying the contract requirements pertaining to mitigation requirements. USDA has requested further clarification. The responsibility lies with the City of Minatare to exercise the transfer permits and mitigate. Moved by Council Member Hilyard, seconded by Council Member Shaver, "to authorize the Mayor to sign a Memorandum to USDA Rural Development regarding the mitigation contract provisions for the Minatare water project," "YEAS", Gonzales, Colwell, Meininger, Hilyard and Shaver, "NAYS" None. Absent: None.

Mr. Kuckkahn reported on the Economic Development Plan. He commented that there were approximately 50 people in attendance at the plan revealing. He is seeking guidance on how to proceed with this information. Council recommended joint meetings with the Gering City Council, Terrytown City Council and Scotts Bluff County Commissioners.

Council introduced Ordinance No. 4140 which was read by title on third reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF AMENDING SEWER USER FEES AT CHAPTER 6 ARTICLE 6, INCLUDING SURCHARGE FOR STORMWATER REGULATORY REQUIREMENTS, AMENDING AND CHANGING THE SOLID WASTE COLLECTION FEES AT CHAPTER 6 ARTICLE 6, AND WATER SERVICE FEES AT CHAPTER 6 ARTICLE 6, REPEALING PRIOR PROVISIONS OF THE MUNICIPAL CODE AND PROVIDING FOR AN EFFECTIVE DATE.** Moved by Mayor Meininger, seconded by Council Member Hilyard, "to approve

Ordinance No. 4140,” “YEAS”, Gonzales, Colwell, Meininger, and Hilyard, “NAYS” Shaver. Absent: None.

City Manager Kuckkahn presented the Nebraska Department of Roads Certification and Resolutions appointing Philip Mark Bohl as the City of Scottsbluff Street Superintendent. These are standard Resolutions verifying that Philip Mark Bohl served as Street Superintendent in 2014 and will fulfill this responsibility in 2015. Moved by Council Member Gonzales, seconded by Council Member Hilyard, “to approve the Certification and Resolution No. 14-12-02 and Resolution No. 14-12-03 appointing Philip Mark Bohl as the Street Superintendent,” “YEAS”, Gonzales, Colwell, Meininger, Hilyard and Shaver, “NAYS” None. Absent: None.

RESOLUTION NO. 14-12-02

WHEREAS, the State of Nebraska, through the Nebraska Department of Roads (“NDOR”) requires a licensed Street Superintendent be named each year for municipalities within the State of Nebraska; and

WHEREAS, the City of Scottsbluff (“City”) has an employee, Philip Mark Bohl, who is a licensed Street Superintendent; and

WHEREAS, the City has appointed and Philip Mark Bohl has agreed to be the City’s Street Superintendent for the 2014 calendar year.

NOW, THEREFORE, BE IT RESOLVED by the City Council and Mayor of the City of Scottsbluff, Nebraska that Mark Bohl, Nebraska Street Superintendent #1103, is appointed as the Street Superintendent for the City of Scottsbluff.

This Resolution shall become effective upon its passage and approval.

PASSED and APPROVED on December 1, 2014.

Mayor

ATTEST:

City Clerk
Seal

RESOLUTION NO. 14-12-03

WHEREAS, the State of Nebraska, through the Nebraska Department of Roads (“NDOR”) requires a licensed Street Superintendent be named each year for municipalities within the State of Nebraska; and

WHEREAS, the City of Scottsbluff (“City”) has an employee, Philip Mark Bohl, who is a licensed Street Superintendent; and

WHEREAS, the City has appointed and Philip Mark Bohl has agreed to be the City’s Street Superintendent for the 2015 calendar year.

NOW, THEREFORE, BE IT RESOLVED by the City Council and Mayor of the City of Scottsbluff, Nebraska that Mark Bohl, Nebraska Street Superintendent #1103 is appointed as the Street Superintendent for the City of Scottsbluff.

This Resolution shall become effective upon its passage and approval.

PASSED and APPROVED on December 1, 2014.

Mayor

ATTEST:

City Clerk
Seal

Moved by Council Member Shaver, seconded by Council Member Hilyard, "to adjourn at 7:20 p.m.," "YEAS", Gonzales, Colwell, Meininger, Hilyard and Shaver, "NAYS" None. Absent: None.

Mayor

ATTEST:

City Clerk

City of Scottsbluff, Nebraska

Monday, December 15, 2014

Regular Meeting

Item Consent2

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

Staff Contact: Cindy Dickinson, City Clerk

City of Scottsbluff, Nebraska

Monday, December 15, 2014

Regular Meeting

Item Claims1

Regular claims

Staff Contact: Renae Griffiths, Finance Director



Expense Approval Report

By Vendor Name

Post Dates 12/2/2014 - 12/15/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: ACCELERATED RECEIVABLES SOLUTIONS					
Fund: 713 - CASH & INVESTMENT POOL					
Wage Attach	WAGE ATTACHMENT EE PAY				89.30
				Fund 713 - CASH & INVESTMENT POOL Total:	89.30
				Vendor ACCELERATED RECEIVABLES SOLUTIONS Total:	89.30
Vendor: ACTION COMMUNICATIONS INC.					
Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				112.50
EQUIP MAINT	EQUIPMENT MAINTENANCE				85.00
				Fund 111 - GENERAL Total:	197.50
Fund: 621 - ENVIRONMENTAL SERVICES					
DEPT. SUPPL	DEPARTMENT SUPPLIES				27.50
				Fund 621 - ENVIRONMENTAL SERVICES Total:	27.50
Fund: 631 - WASTEWATER					
DEPT. SUPPL	DEPARTMENT SUPPLIES				27.50
				Fund 631 - WASTEWATER Total:	27.50
				Vendor ACTION COMMUNICATIONS INC. Total:	252.50
Vendor: ADVERTISING SPECIALTIES LLC					
Fund: 111 - GENERAL					
uniform prep	UNIFORMS & CLOTHING				356.50
uniform prep	UNIFORMS & CLOTHING				176.00
				Fund 111 - GENERAL Total:	532.50
				Vendor ADVERTISING SPECIALTIES LLC Total:	532.50
Vendor: ALAMAR CORP					
Fund: 111 - GENERAL					
uniform pants	UNIFORMS & CLOTHING				63.69
uniform returns	UNIFORMS & CLOTHING				-149.97
				Fund 111 - GENERAL Total:	-86.28
				Vendor ALAMAR CORP Total:	-86.28
Vendor: ALLO COMMUNICATIONS,LLC					
Fund: 111 - GENERAL					
LOCAL TELEPHONE CHARGES	TELEPHONE				235.22
LOCAL TELEPHONE CHARGES	TELEPHONE				69.35
LOCAL TELEPHONE CHARGES	TELEPHONE				67.85
LOCAL TELEPHONE CHARGES	TELEPHONE				37.10
LOCAL TELEPHONE CHARGES	TELEPHONE				227.85
LOCAL TELEPHONE CHARGES	TELEPHONE				211.04
LOCAL TELEPHONE CHARGES	TELEPHONE				291.65
LOCAL TELEPHONE CHARGES	TELEPHONE				1,905.52
LOCAL TELEPHONE CHARGES	TELEPHONE				551.60
LOCAL TELEPHONE CHARGES	TELEPHONE				170.38
LOCAL TELEPHONE CHARGES	TELEPHONE				168.88
				Fund 111 - GENERAL Total:	3,936.44
Fund: 212 - TRANSPORTATION					
LOCAL TELEPHONE CHARGES	TELEPHONE				517.78
				Fund 212 - TRANSPORTATION Total:	517.78
Fund: 213 - CEMETERY					
LOCAL TELEPHONE CHARGES	TELEPHONE				69.35
				Fund 213 - CEMETERY Total:	69.35

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 621 - ENVIRONMENTAL SERVICES					
LOCAL TELEPHONE CHARGES	TELEPHONE				194.70
Fund 621 - ENVIRONMENTAL SERVICES Total:					194.70
Fund: 631 - WASTEWATER					
LOCAL TELEPHONE CHARGES	TELEPHONE				168.88
Fund 631 - WASTEWATER Total:					168.88
Fund: 641 - WATER					
LOCAL TELEPHONE CHARGES	TELEPHONE				102.53
Fund 641 - WATER Total:					102.53
Fund: 661 - STORMWATER					
LOCAL TELEPHONE CHARGES	TELEPHONE				34.68
Fund 661 - STORMWATER Total:					34.68
Fund: 721 - GIS SERVICES					
LOCAL TELEPHONE CHARGES	TELEPHONE				34.10
Fund 721 - GIS SERVICES Total:					34.10
Vendor ALLO COMMUNICATIONS,LLC Total:					5,058.46
Vendor: ANDREA FOLCK					
Fund: 111 - GENERAL					
DEPT BUSINESS TRVL	BUSINESS TRAVEL				41.95
DEPT BUSINESS TRVL	BUSINESS TRAVEL				121.10
Fund 111 - GENERAL Total:					163.05
Vendor ANDREA FOLCK Total:					163.05
Vendor: ANITA'S GREENSCAPING INC					
Fund: 216 - BUSINESS IMPROVEMENT					
DEPT CNTRCL SRVCS	CONTRACTUAL SERVICES				175.00
DEPT CNTRCL SRVCS	CONTRACTUAL SERVICES				106.00
Fund 216 - BUSINESS IMPROVEMENT Total:					281.00
Fund: 661 - STORMWATER					
DEPT CNTRCL SRVCS	CONTRACTUAL SERVICES				175.00
Fund 661 - STORMWATER Total:					175.00
Vendor ANITA'S GREENSCAPING INC Total:					456.00
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					
VEH MTC	VEHICLE MAINTENANCE				14.24
Fund 111 - GENERAL Total:					14.24
Vendor AUTOZONE STORES, INC Total:					14.24
Vendor: BAKER & ASSOCIATES INC					
Fund: 641 - WATER					
RADIOLOGICAL CONTAMINANT ...CONTRACTUAL SERVICES					503.75
Fund 641 - WATER Total:					503.75
Vendor BAKER & ASSOCIATES INC Total:					503.75
Vendor: BEELINE SERVICE INC					
Fund: 111 - GENERAL					
R-1 repairs	VEHICLE MAINTENANCE				181.00
Fund 111 - GENERAL Total:					181.00
Vendor BEELINE SERVICE INC Total:					181.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: BIRUTA D. WALTON					
Fund: 641 - WATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				234.47
				Fund 641 - WATER Total:	234.47
				Vendor BIRUTA D. WALTON Total:	234.47
Vendor: BLUFFS SANITARY SUPPLY INC.					
Fund: 111 - GENERAL					
Jan sup	JANITORIAL SUPPLIES				131.41
				Fund 111 - GENERAL Total:	131.41
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				23.69
				Fund 621 - ENVIRONMENTAL SERVICES Total:	23.69
				Vendor BLUFFS SANITARY SUPPLY INC. Total:	155.10
Vendor: BRUNZ, BRANDI					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				90.00
				Fund 111 - GENERAL Total:	90.00
				Vendor BRUNZ, BRANDI Total:	90.00
Vendor: CAPITAL BUSINESS SYSTEMS INC.					
Fund: 111 - GENERAL					
Equip Maint	EQUIPMENT MAINTENANCE				124.25
Cont srvc	CONTRACTUAL SERVICES				73.18
				Fund 111 - GENERAL Total:	197.43
				Vendor CAPITAL BUSINESS SYSTEMS INC. Total:	197.43
Vendor: CARR TRUMBULL LBR INC.					
Fund: 212 - TRANSPORTATION					
NEW SCREEN DOOR FOR OFFICE	BUILDING MAINTENANCE				250.00
SUPP - DRILL BITS	DEPARTMENT SUPPLIES				22.46
SUPP - DRILL BITS	BUILDING MAINTENANCE				21.59
				Fund 212 - TRANSPORTATION Total:	294.05
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				13.88
				Fund 641 - WATER Total:	13.88
				Vendor CARR TRUMBULL LBR INC. Total:	307.93
Vendor: CELLCO PARTNERSHIP					
Fund: 111 - GENERAL					
cell phones	CELLULAR PHONE				213.00
CELL PHONE	TELEPHONE				481.78
motem	CELLULAR PHONE				25.02
				Fund 111 - GENERAL Total:	719.80
Fund: 212 - TRANSPORTATION					
CELL PHONE FOR ON CALL	TELEPHONE				16.29
				Fund 212 - TRANSPORTATION Total:	16.29
				Vendor CELLCO PARTNERSHIP Total:	736.09
Vendor: CEMENTER'S INC					
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				209.46
				Fund 641 - WATER Total:	209.46
				Vendor CEMENTER'S INC Total:	209.46
Vendor: CHRIS REYES					
Fund: 111 - GENERAL					
DEPT SUPPL	DEPARTMENT SUPPLIES				151.00
				Fund 111 - GENERAL Total:	151.00
				Vendor CHRIS REYES Total:	151.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: CITIBANK N.A.					
Fund: 111 - GENERAL					
shipping	POSTAGE				15.94
Dept Supp	DEPARTMENT SUPPLIES				41.28
Dept Supp	DEPARTMENT SUPPLIES				13.58
DEPT SUP	DEPARTMENT SUPPLIES				17.38
Fund 111 - GENERAL Total:					88.18
Fund: 661 - STORMWATER					
DEPT SUP	DEPARTMENT SUPPLIES				9.98
DEPT SUP	DEPARTMENT SUPPLIES				247.99
Fund 661 - STORMWATER Total:					257.97
Vendor CITIBANK N.A. Total:					346.15
Vendor: CITY OF GERING					
Fund: 111 - GENERAL					
GRD MTC	GROUNDS MAINTENANCE				21.45
Fund 111 - GENERAL Total:					21.45
Fund: 621 - ENVIRONMENTAL SERVICES					
disposal fees	DISPOSAL FEES				32,774.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					32,774.00
Vendor CITY OF GERING Total:					32,795.45
Vendor: CITY OF GERING					
Fund: 224 - ECONOMIC DEVELOPMENT					
DEPT SUPL.	DEPARTMENT SUPPLIES				71.10
Fund 224 - ECONOMIC DEVELOPMENT Total:					71.10
Vendor CITY OF GERING Total:					71.10
Vendor: CITY OF SCB					
Fund: 111 - GENERAL					
POSTAGE	POSTAGE				44.25
Fund 111 - GENERAL Total:					44.25
Vendor CITY OF SCB Total:					44.25
Vendor: CLARK PRINTING LLC					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				320.74
Fund 111 - GENERAL Total:					320.74
Vendor CLARK PRINTING LLC Total:					320.74
Vendor: COMPUTER CONNECTION INC					
Fund: 111 - GENERAL					
RENT-MACHINE	RENT-MACHINES				45.17
Fund 111 - GENERAL Total:					45.17
Vendor COMPUTER CONNECTION INC Total:					45.17
Vendor: CONSOLIDATED MANAGEMENT COMPANY					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				97.25
SCHOOLS & CONF	SCHOOL & CONFERENCE				69.75
Fund 111 - GENERAL Total:					167.00
Vendor CONSOLIDATED MANAGEMENT COMPANY Total:					167.00
Vendor: CONTRACTORS MATERIALS INC.					
Fund: 111 - GENERAL					
DEPT SUP	DEPARTMENT SUPPLIES				11.27
Fund 111 - GENERAL Total:					11.27
Fund: 212 - TRANSPORTATION					
SUPP - CLAMPS	DEPARTMENT SUPPLIES				39.92
SUPP - CLAMPS	DEPARTMENT SUPPLIES				3.91

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
SUPP - SAWZALL BLADES	DEPARTMENT SUPPLIES				46.84
Fund 212 - TRANSPORTATION Total:					90.67
Vendor CONTRACTORS MATERIALS INC. Total:					101.94
Vendor: CRESCENT ELECT. SUPPLY COMP INC					
Fund: 111 - GENERAL					
Dep sup	DEPARTMENT SUPPLIES				30.77
Fund 111 - GENERAL Total:					30.77
Fund: 212 - TRANSPORTATION					
SUPP	DEPARTMENT SUPPLIES				82.98
SUPP	DEPARTMENT SUPPLIES				8.08
SUPP - CONN	DEPARTMENT SUPPLIES				1.91
SUPP - CONN	DEPARTMENT SUPPLIES				4.87
SUPP - SIGNAL LITE HEATERS	DEPARTMENT SUPPLIES				641.13
SUPP - SIGNAL LITE HEATERS	DEPARTMENT SUPPLIES				141.99
Fund 212 - TRANSPORTATION Total:					880.96
Vendor CRESCENT ELECT. SUPPLY COMP INC Total:					911.73
Vendor: CULLIGAN OF SCOTTSBLUFF					
Fund: 111 - GENERAL					
Dept Supp	DEPARTMENT SUPPLIES				16.20
BLDG MAINT	BUILDING MAINTENANCE				8.10
BLDG MAINT	BUILDING MAINTENANCE				8.10
BLDG MAINT	BUILDING MAINTENANCE				8.10
BLDG MAINT	BUILDING MAINTENANCE				8.10
Dep sup	DEPARTMENT SUPPLIES				72.90
Fund 111 - GENERAL Total:					121.50
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				42.80
Fund 621 - ENVIRONMENTAL SERVICES Total:					42.80
Vendor CULLIGAN OF SCOTTSBLUFF Total:					164.30
Vendor: CYNTHIA GREEN					
Fund: 111 - GENERAL					
Dept Supp	DEPARTMENT SUPPLIES				1.50
Fund 111 - GENERAL Total:					1.50
Vendor CYNTHIA GREEN Total:					1.50
Vendor: DALE'S TIRE & RETREADING, INC.					
Fund: 621 - ENVIRONMENTAL SERVICES					
vehicle mtnc	VEHICLE MAINTENANCE				25.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					25.00
Fund: 641 - WATER					
VEH MAINT	VEHICLE MAINTENANCE				18.75
Fund 641 - WATER Total:					18.75
Vendor DALE'S TIRE & RETREADING, INC. Total:					43.75
Vendor: DAVID A. NEWMAN					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				275.00
Fund 111 - GENERAL Total:					275.00
Vendor DAVID A. NEWMAN Total:					275.00
Vendor: DUANE E. WOHLERS					
Fund: 621 - ENVIRONMENTAL SERVICES					
disposal fees	DISPOSAL FEES				750.00
disposal fees	DISPOSAL FEES				750.00
disposal fees	DISPOSAL FEES				750.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					2,250.00
Vendor DUANE E. WOHLERS Total:					2,250.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: DXP ENTERPRISES INC					
Fund: 111 - GENERAL					
monitor repairs	EQUIPMENT MAINTENANCE				862.06
Fund 111 - GENERAL Total:					862.06
Vendor DXP ENTERPRISES INC Total:					862.06
Vendor: ENERGY LABORATORIES, INC					
Fund: 641 - WATER					
SAMPLES	SAMPLES				178.00
Fund 641 - WATER Total:					178.00
Vendor ENERGY LABORATORIES, INC Total:					178.00
Vendor: EUGENE T. MAHONEY STATE PARK					
Fund: 661 - STORMWATER					
DEPT SCHL/CNFRNC	SCHOOL & CONFERENCE				140.00
Fund 661 - STORMWATER Total:					140.00
Vendor EUGENE T. MAHONEY STATE PARK Total:					140.00
Vendor: FASTENAL COMPANY					
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				13.35
Fund 621 - ENVIRONMENTAL SERVICES Total:					13.35
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				845.29
DEPT SUP	DEPARTMENT SUPPLIES				876.45
Fund 641 - WATER Total:					1,721.74
Vendor FASTENAL COMPANY Total:					1,735.09
Vendor: FAT BOYS TIRE AND AUTO					
Fund: 212 - TRANSPORTATION					
TIRE REPAIR - GRADER	EQUIPMENT MAINTENANCE				392.80
Fund 212 - TRANSPORTATION Total:					392.80
Vendor FAT BOYS TIRE AND AUTO Total:					392.80
Vendor: FENDER MENDERS					
Fund: 111 - GENERAL					
VEH MTC	VEHICLE MAINTENANCE				203.00
Fund 111 - GENERAL Total:					203.00
Vendor FENDER MENDERS Total:					203.00
Vendor: FLOYD'S TRUCK CENTER, INC					
Fund: 621 - ENVIRONMENTAL SERVICES					
vehicle mtnc	VEHICLE MAINTENANCE				4.01
vehicle mtnc	VEHICLE MAINTENANCE				48.82
Fund 621 - ENVIRONMENTAL SERVICES Total:					52.83
Fund: 631 - WASTEWATER					
VEH MAINT	VEHICLE MAINTENANCE				83.52
Fund 631 - WASTEWATER Total:					83.52
Vendor FLOYD'S TRUCK CENTER, INC Total:					136.35
Vendor: FRANK IMPLEMENT CO					
Fund: 111 - GENERAL					
Equip Maint	EQUIPMENT MAINTENANCE				244.11
Fund 111 - GENERAL Total:					244.11
Fund: 212 - TRANSPORTATION					
OIL	OIL & ANTIFREEZE				493.98
Fund 212 - TRANSPORTATION Total:					493.98
Vendor FRANK IMPLEMENT CO Total:					738.09
Vendor: GENERAL ELECTRIC CAPITAL CORPORATION					
Fund: 111 - GENERAL					
department supplies	DEPARTMENT SUPPLIES				37.88

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Dep sup	DEPARTMENT SUPPLIES				21.24
DEP SUP	DEPARTMENT SUPPLIES				11.76
Fund 111 - GENERAL Total:					70.88
Vendor GENERAL ELECTRIC CAPITAL CORPORATION Total:					70.88

Vendor: H D SUPPLY WATERWORKS LTD

Fund: 641 - WATER					
METERS	METERS				21,534.66
METERS	METERS				2,899.14
FLEXNET EQUIP	EQUIPMENT				30,595.00
METERS	METERS				14,356.44
DEPT SUP	DEPARTMENT SUPPLIES				2,142.16
METERS	METERS				11,330.70
Fund 641 - WATER Total:					82,858.10
Vendor H D SUPPLY WATERWORKS LTD Total:					82,858.10

Vendor: HEILBRUN'S INC.

Fund: 111 - GENERAL					
EQP MTC	EQUIPMENT MAINTENANCE				27.56
repairs	EQUIPMENT MAINTENANCE				30.98
DEP SUP	DEPARTMENT SUPPLIES				41.64
repairs	EQUIPMENT MAINTENANCE				227.85
VEH MTC	VEHICLE MAINTENANCE				6.29
Fund 111 - GENERAL Total:					334.32

Fund: 212 - TRANSPORTATION

PARTS FOR GRINDER	DEPARTMENT SUPPLIES				180.06
SUPP	DEPARTMENT SUPPLIES				-43.30
PARTS - FILTERS	DEPARTMENT SUPPLIES				49.05
PARTS - FILTERS	VEHICLE MAINTENANCE				36.88
PARTS FOR SWEEPER	EQUIPMENT MAINTENANCE				6.49
PARTS - FILTERS	VEHICLE MAINTENANCE				31.58
Fund 212 - TRANSPORTATION Total:					260.76

Fund: 621 - ENVIRONMENTAL SERVICES

dept supplies	DEPARTMENT SUPPLIES				981.98
Fund 621 - ENVIRONMENTAL SERVICES Total:					981.98
Vendor HEILBRUN'S INC. Total:					1,577.06

Vendor: HENWIL CORPORATION

Fund: 631 - WASTEWATER					
CHEMICALS	CHEMICALS				5,198.00
Fund 631 - WASTEWATER Total:					5,198.00
Vendor HENWIL CORPORATION Total:					5,198.00

Vendor: HOME DEPOT CREDIT SERVICES

Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				21.95
Fund 111 - GENERAL Total:					21.95
Fund: 213 - CEMETERY					
DEP SUP	DEPARTMENT SUPPLIES				31.95
Fund 213 - CEMETERY Total:					31.95
Vendor HOME DEPOT CREDIT SERVICES Total:					53.90

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					
Dept Supp	DEPARTMENT SUPPLIES				34.24

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
UNIFORMS	UNIFORMS & CLOTHING				96.39
UNIFORMS	UNIFORMS & CLOTHING				96.39
Dept Supp	DEPARTMENT SUPPLIES				33.03
UNIFORMS	UNIFORMS & CLOTHING				96.39
UNIFORMS	UNIFORMS & CLOTHING				96.39
Jan sup	JANITORIAL SUPPLIES				73.69
Jan sup	JANITORIAL SUPPLIES				73.69
Fund 111 - GENERAL Total:					600.21
Fund: 212 - TRANSPORTATION					
SUPP	DEPARTMENT SUPPLIES				43.53
SUPP	DEPARTMENT SUPPLIES				43.53
Fund 212 - TRANSPORTATION Total:					87.06
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				190.78
Fund 621 - ENVIRONMENTAL SERVICES Total:					190.78
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				27.55
Fund 641 - WATER Total:					27.55
Vendor IDEAL LAUNDRY AND CLEANERS, INC. Total:					905.60
Vendor: INDEPENDENT PLUMBING AND HEATING, INC					
Fund: 111 - GENERAL					
GRD MTC	GROUNDS MAINTENANCE				121.91
Fund 111 - GENERAL Total:					121.91
Fund: 212 - TRANSPORTATION					
BUILD MAIN - NO HEAT IN SHOP	BUILDING MAINTENANCE				181.40
Fund 212 - TRANSPORTATION Total:					181.40
Vendor INDEPENDENT PLUMBING AND HEATING, INC Total:					303.31
Vendor: INGRAM LIBRARY SERVICES INC					
Fund: 111 - GENERAL					
Bks	BOOKS				196.04
Bks	BOOKS				623.22
Bks	BOOKS				223.73
Bks	BOOKS				159.18
Bks	BOOKS				45.62
Fund 111 - GENERAL Total:					1,247.79
Fund: 211 - REGIONAL LIBRARY					
Bks	BOOKS				208.92
Fund 211 - REGIONAL LIBRARY Total:					208.92
Vendor INGRAM LIBRARY SERVICES INC Total:					1,456.71
Vendor: INTERNAL REVENUE SERVICE					
Fund: 713 - CASH & INVESTMENT POOL					
W/H Tax	MEDICARE W/H EE PAYABLE				3,800.11
W/H Tax	FICA W/H EE PAYABLE				13,901.72
W/H Tax	FED W/H EE PAYABLE				28,059.73
W/H Tax	MEDICARE W/H ER PAYABLE				3,800.11
W/H Tax	FICA W/H ER PAYABLE				13,901.72
Fund 713 - CASH & INVESTMENT POOL Total:					63,463.39
Vendor INTERNAL REVENUE SERVICE Total:					63,463.39
Vendor: INTRALINKS, INC					
Fund: 111 - GENERAL					
DEPT SUPPL.	DEPARTMENT SUPPLIES				1,934.85
Fund 111 - GENERAL Total:					1,934.85
Vendor INTRALINKS, INC Total:					1,934.85

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: INVENTIVE WIRELESS OF NE, LLC					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				8.00
Fund 111 - GENERAL Total:					8.00
Vendor INVENTIVE WIRELESS OF NE, LLC Total:					8.00
Vendor: J G ELLIOTT CO.INC.					
Fund: 111 - GENERAL					
BONDS	BONDING				300.00
Fund 111 - GENERAL Total:					300.00
Vendor J G ELLIOTT CO.INC. Total:					300.00
Vendor: JACOBS AUTO GLASS					
Fund: 212 - TRANSPORTATION					
LABOR - BACKGLASS	EQUIPMENT MAINTENANCE				30.00
Fund 212 - TRANSPORTATION Total:					30.00
Vendor JACOBS AUTO GLASS Total:					30.00
Vendor: JOHN DEERE FINANCIAL					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				109.99
DEP SUP	DEPARTMENT SUPPLIES				108.97
DEP SUP	DEPARTMENT SUPPLIES				109.99
VEH MTC	VEHICLE MAINTENANCE				8.99
Fund 111 - GENERAL Total:					337.94
Fund: 213 - CEMETERY					
DEP SUP	DEPARTMENT SUPPLIES				37.98
Fund 213 - CEMETERY Total:					37.98
Vendor JOHN DEERE FINANCIAL Total:					375.92
Vendor: JOHN DEERE FINANCIAL					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				116.96
DEP SUP	DEPARTMENT SUPPLIES				181.95
DEP SUP	DEPARTMENT SUPPLIES				52.59
UNF CTH	UNIFORMS & CLOTHING				99.60
Fund 111 - GENERAL Total:					451.10
Vendor JOHN DEERE FINANCIAL Total:					451.10
Vendor: JULIUS D KONCABA					
Fund: 111 - GENERAL					
VEH MTC	VEHICLE MAINTENANCE				467.96
Fund 111 - GENERAL Total:					467.96
Vendor JULIUS D KONCABA Total:					467.96
Vendor: KRIZ-DAVIS COMPANY					
Fund: 212 - TRANSPORTATION					
ELECT. SUPP	DEPARTMENT SUPPLIES				280.00
Fund 212 - TRANSPORTATION Total:					280.00
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				167.20
Fund 631 - WASTEWATER Total:					167.20
Vendor KRIZ-DAVIS COMPANY Total:					447.20
Vendor: LEXISNEXIS RISK DATA MANAGMENT INC					
Fund: 111 - GENERAL					
CONSULTING	CONSULTING SERVICES				100.00
Fund 111 - GENERAL Total:					100.00
Vendor LEXISNEXIS RISK DATA MANAGMENT INC Total:					100.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: M.C. SCHAFF & ASSOCIATES, INC					
Fund: 111 - GENERAL					
CON SRV	CONTRACTUAL SERVICES				46.00
DEP CNTRCL SRVCS	CONTRACTUAL SERVICES				2,701.25
				Fund 111 - GENERAL Total:	2,747.25
Fund: 631 - WASTEWATER					
COMPOST FACILITY UPGRADE	ENGINEERING/DESIGN				6,188.00
				Fund 631 - WASTEWATER Total:	6,188.00
Fund: 641 - WATER					
WATER MAIN PROJECT	ENGINEERING/DESIGN				9,000.00
				Fund 641 - WATER Total:	9,000.00
				Vendor M.C. SCHAFF & ASSOCIATES, INC Total:	17,935.25
Vendor: MADISON NATIONAL LIFE					
Fund: 111 - GENERAL					
Life & Dis Ins	DISABILITY INSURANCE				367.67
				Fund 111 - GENERAL Total:	367.67
Fund: 713 - CASH & INVESTMENT POOL					
Life & Dis Ins	LIFE INS EE PAYABLE				757.15
Life & Dis Ins	DIS INC INS EE PAYABLE				656.92
Life & Dis Ins	LIFE INS ER PAYABLE				37.20
				Fund 713 - CASH & INVESTMENT POOL Total:	1,451.27
				Vendor MADISON NATIONAL LIFE Total:	1,818.94
Vendor: MATHESON TRI-GAS INC					
Fund: 212 - TRANSPORTATION					
WELD SUPP	DEPARTMENT SUPPLIES				133.93
				Fund 212 - TRANSPORTATION Total:	133.93
				Vendor MATHESON TRI-GAS INC Total:	133.93
Vendor: MATTHEW BENDER & COMPANY INC					
Fund: 111 - GENERAL					
PUBLICATIONS	PUBLICATIONS				288.06
				Fund 111 - GENERAL Total:	288.06
				Vendor MATTHEW BENDER & COMPANY INC Total:	288.06
Vendor: MENARDS, INC					
Fund: 111 - GENERAL					
supplies	DEPARTMENT SUPPLIES				19.98
supplies	DEPARTMENT SUPPLIES				81.67
				Fund 111 - GENERAL Total:	101.65
Fund: 212 - TRANSPORTATION					
TRAFFIC SIGNAL SUPP	DEPARTMENT SUPPLIES				339.65
TRAFFIC SIGNAL SUPP	DEPARTMENT SUPPLIES				12.29
SUPP	DEPARTMENT SUPPLIES				15.86
SUPP	DEPARTMENT SUPPLIES				8.99
BUILD MAIN	BUILDING MAINTENANCE				415.95
SUPP	DEPARTMENT SUPPLIES				-3.30
SUPP	DEPARTMENT SUPPLIES				12.04
				Fund 212 - TRANSPORTATION Total:	801.48
Fund: 213 - CEMETERY					
DEP SUP	DEPARTMENT SUPPLIES				35.22
DEP SUP	DEPARTMENT SUPPLIES				34.57
DEP SUP	DEPARTMENT SUPPLIES				14.97
DEP SUP	DEPARTMENT SUPPLIES				5.96
				Fund 213 - CEMETERY Total:	90.72
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				9.97
DEPT SUP	DEPARTMENT SUPPLIES				12.90

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
DEPT SUP	DEPARTMENT SUPPLIES				4.95
				Fund 631 - WASTEWATER Total:	27.82
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				36.68
				Fund 641 - WATER Total:	36.68
				Vendor MENARDS, INC Total:	1,058.35
Vendor: MIDLANDS NEWSPAPERS, INC					
Fund: 111 - GENERAL					
Legal Publishing	LEGAL PUBLICATIONS				44.66
Legal Publishing	LEGAL PUBLICATIONS				19.85
Legal Publishing	LEGAL PUBLICATIONS				548.53
Legal Publishing	LEGAL PUBLICATIONS				58.77
Legal Publishing	LEGAL PUBLICATIONS				13.36
Legal Publishing	RECRUITMENT				689.97
LEGAL PUBLICATION	LEGAL PUBLICATIONS				19.08
				Fund 111 - GENERAL Total:	1,394.22
Fund: 224 - ECONOMIC DEVELOPMENT					
Legal Publishing	PUBLICATIONS				16.41
				Fund 224 - ECONOMIC DEVELOPMENT Total:	16.41
				Vendor MIDLANDS NEWSPAPERS, INC Total:	1,410.63
Vendor: MIDWEST MOTOR SUPPLY CO INC					
Fund: 212 - TRANSPORTATION					
SUPP	DEPARTMENT SUPPLIES				618.68
				Fund 212 - TRANSPORTATION Total:	618.68
				Vendor MIDWEST MOTOR SUPPLY CO INC Total:	618.68
Vendor: MONUMENT PREVENTION COALITION					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				939.94
				Fund 111 - GENERAL Total:	939.94
				Vendor MONUMENT PREVENTION COALITION Total:	939.94
Vendor: MUNICIPAL PIPE SERVICES, INC.					
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				13,540.55
				Fund 641 - WATER Total:	13,540.55
				Vendor MUNICIPAL PIPE SERVICES, INC. Total:	13,540.55
Vendor: NE CHILD SUPPORT PAYMENT CENTER					
Fund: 713 - CASH & INVESTMENT POOL					
NE CHILD SUPPORT PYBLE	CHILD SUPPORT EE PAY				2,218.31
				Fund 713 - CASH & INVESTMENT POOL Total:	2,218.31
				Vendor NE CHILD SUPPORT PAYMENT CENTER Total:	2,218.31
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 REVENUE					
Fund: 713 - CASH & INVESTMENT POOL					
W/H tax	STATE W/H EE PAYABLE				17,914.32
				Fund 713 - CASH & INVESTMENT POOL Total:	17,914.32
				Vendor NE DEPT OF REVENUE Total:	17,914.32

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: NE REC & PARKS ASSOC					
Fund: 111 - GENERAL					
MBR	MEMBERSHIPS				60.00
				Fund 111 - GENERAL Total:	60.00
				Vendor NE REC & PARKS ASSOC Total:	60.00
Vendor: NEBRASKA SAFETY & FIRE EQUIPEMENT INC.					
Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				60.00
inspections	EQUIPMENT MAINTENANCE				70.00
EQUIP MAINT	EQUIPMENT MAINTENANCE				63.00
				Fund 111 - GENERAL Total:	193.00
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				396.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	396.00
				Vendor NEBRASKA SAFETY & FIRE EQUIPEMENT INC. Total:	589.00
Vendor: NEBRASKA INTERACTIVE, LLC					
Fund: 111 - GENERAL					
CONTRACT	CONSULTING SERVICES				24.00
				Fund 111 - GENERAL Total:	24.00
				Vendor NEBRASKA INTERACTIVE, LLC Total:	24.00
Vendor: NEBRASKA MACHINERY CO					
Fund: 111 - GENERAL					
GRD MTC	GROUNDS MAINTENANCE				895.23
Grnds Maint	GROUNDS MAINTENANCE				643.46
				Fund 111 - GENERAL Total:	1,538.69
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				536.78
				Fund 631 - WASTEWATER Total:	536.78
				Vendor NEBRASKA MACHINERY CO Total:	2,075.47
Vendor: NEBRASKA PUBLIC POWER DISTRICT					
Fund: 111 - GENERAL					
Electric	ELECTRICITY				391.65
Electric	ELECTRICITY				423.24
Electric	ELECTRICITY				158.92
Electric	ELECTRICITY				423.24
Electric	ELECTRICITY				79.33
Electric	ELECTRICITY				1,706.62
Electric	ELECTRICITY				242.92
Electric	ELECTRICITY				2,732.01
Electric	ELECTRICITY				1,486.96
Electric	STREET LIGHTS				100.40
				Fund 111 - GENERAL Total:	7,745.29
Fund: 212 - TRANSPORTATION					
Electric	ELECTRICITY				605.40
Electric	ELECTRIC POWER				1,828.42
Electric	STREET LIGHTS				27,984.82
				Fund 212 - TRANSPORTATION Total:	30,418.64
Fund: 213 - CEMETERY					
Electric	ELECTRICITY				446.00
				Fund 213 - CEMETERY Total:	446.00
Fund: 216 - BUSINESS IMPROVEMENT					
Electric	STREET LIGHTS				85.42
				Fund 216 - BUSINESS IMPROVEMENT Total:	85.42

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 621 - ENVIRONMENTAL SERVICES					
Electric	ELECTRICITY				591.46
Fund 621 - ENVIRONMENTAL SERVICES Total:					591.46
Fund: 631 - WASTEWATER					
Electric	ELECTRICITY				761.17
Electric	ELECTRIC POWER				51.94
Fund 631 - WASTEWATER Total:					813.11
Fund: 641 - WATER					
Electric	ELECTRICITY				72.52
Electric	ELECTRIC POWER				428.15
Fund 641 - WATER Total:					500.67
Vendor NEBRASKA PUBLIC POWER DISTRICT Total:					40,600.59
Vendor: NEBRASKALAND TIRE					
Fund: 111 - GENERAL					
VEH MAINT	VEHICLE MAINTENANCE				14.50
VEH MAINT	VEHICLE MAINTENANCE				14.50
VEH MTC	VEHICLE MAINTENANCE				442.82
VEH MTC	VEHICLE MAINTENANCE				110.00
VEH MTC	VEHICLE MAINTENANCE				14.50
Fund 111 - GENERAL Total:					596.32
Vendor NEBRASKALAND TIRE Total:					596.32
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					
MONTHLY SERV FOR GPS	DEPARTMENT SUPPLIES				18.95
Fund 212 - TRANSPORTATION Total:					18.95
Vendor NETWORKFLEET, INC Total:					18.95
Vendor: NORTHERN LAKE SERVICE, INC					
Fund: 641 - WATER					
SAMPLES	SAMPLES				728.00
SAMPLES	SAMPLES				1,456.00
SAMPLES	SAMPLES				1,456.00
SAMPLES	SAMPLES				1,456.00
SAMPLES	SAMPLES				728.00
Fund 641 - WATER Total:					5,824.00
Vendor NORTHERN LAKE SERVICE, INC Total:					5,824.00
Vendor: NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF					
Fund: 111 - GENERAL					
GRD MTC	GROUPS MAINTENANCE				14.05
GRD MTC	GROUPS MAINTENANCE				123.64
DEP SUP	DEPARTMENT SUPPLIES				109.84
GRD MTC	GROUPS MAINTENANCE				38.53
Fund 111 - GENERAL Total:					286.06
Vendor NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF Total:					286.06
Vendor: OLTMANN, JUDITH					
Fund: 111 - GENERAL					
Reimb	DEPARTMENT SUPPLIES				250.00
Fund 111 - GENERAL Total:					250.00
Vendor OLTMANN, JUDITH Total:					250.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: ONE CALL CONCEPTS					
Fund: 212 - TRANSPORTATION					
Contract	CONTRACTUAL SERVICES				30.36
				Fund 212 - TRANSPORTATION Total:	30.36
Fund: 631 - WASTEWATER					
Contract	CONTRACTUAL SERVICES				30.37
				Fund 631 - WASTEWATER Total:	30.37
Fund: 641 - WATER					
Contract	CONTRACTUAL SERVICES				30.37
				Fund 641 - WATER Total:	30.37
				Vendor ONE CALL CONCEPTS Total:	91.10
Vendor: OREGON TRAIL PLUMBING, HEATING & COOLING INC					
Fund: 111 - GENERAL					
Contractual	CONTRACTUAL SERVICES				388.00
Contract	CONTRACTUAL SERVICES				158.00
				Fund 111 - GENERAL Total:	546.00
				Vendor OREGON TRAIL PLUMBING, HEATING & COOLING INC Total:	546.00
Vendor: PANHANDLE AREA DEVELOPMENT DISTRICT					
Fund: 111 - GENERAL					
MEMBERSHIP	MEMBERSHIPS				11,656.60
				Fund 111 - GENERAL Total:	11,656.60
				Vendor PANHANDLE AREA DEVELOPMENT DISTRICT Total:	11,656.60
Vendor: PANHANDLE COOPERATIVE ASSOCIATION					
Fund: 111 - GENERAL					
fuel	GASOLINE				872.81
DEPT FUEL	GASOLINE				237.41
FUEL	GASOLINE				-18.56
FUEL	GASOLINE				485.07
FUEL	OTHER FUEL				887.76
GASOLINE	GASOLINE				4,849.91
				Fund 111 - GENERAL Total:	7,314.40
Fund: 212 - TRANSPORTATION					
UNLEADED GASOLINE	GASOLINE				716.42
UNLEADED GASOLINE	OTHER FUEL				2,090.15
				Fund 212 - TRANSPORTATION Total:	2,806.57
Fund: 621 - ENVIRONMENTAL SERVICES					
gasoline	GASOLINE				9,018.91
				Fund 621 - ENVIRONMENTAL SERVICES Total:	9,018.91
Fund: 631 - WASTEWATER					
FUEL	GASOLINE				513.12
FUEL	OTHER FUEL				281.86
				Fund 631 - WASTEWATER Total:	794.98
Fund: 641 - WATER					
FUEL	GASOLINE				1,066.05
FUEL	OTHER FUEL				86.54
				Fund 641 - WATER Total:	1,152.59
Fund: 661 - STORMWATER					
DEPT FUEL	GASOLINE				77.90
				Fund 661 - STORMWATER Total:	77.90
				Vendor PANHANDLE COOPERATIVE ASSOCIATION Total:	21,165.35
Vendor: PANHANDLE ENVIRONMENTAL SERVICES INC					
Fund: 641 - WATER					
SAMPLES	SAMPLES				165.00
				Fund 641 - WATER Total:	165.00
				Vendor PANHANDLE ENVIRONMENTAL SERVICES INC Total:	165.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: PANHANDLE RC&D					
Fund: 111 - GENERAL					
MEMBERSHIP	MEMBERSHIPS				300.00
				Fund 111 - GENERAL Total:	300.00
				Vendor PANHANDLE RC&D Total:	300.00
Vendor: PAUL CONWAY SHIELDS					
Fund: 111 - GENERAL					
helmet part	DEPARTMENT SUPPLIES				54.49
				Fund 111 - GENERAL Total:	54.49
				Vendor PAUL CONWAY SHIELDS Total:	54.49
Vendor: PLATTE VALLEY BANK					
Fund: 311 - DEBT SERVICE					
PRINCIPAL/INTEREST PAYT.	DEBT SERVICE-PRINCIPAL				17,513.15
PRINCIPAL/INTEREST PAYT.	DEBT SERVICE-INTEREST				233.79
				Fund 311 - DEBT SERVICE Total:	17,746.94
Fund: 713 - CASH & INVESTMENT POOL					
HSA	HSA EE PAYABLE				11,585.96
HSA	HSA ER PAYABLE				2,462.50
				Fund 713 - CASH & INVESTMENT POOL Total:	14,048.46
				Vendor PLATTE VALLEY BANK Total:	31,795.40
Vendor: POSTMASTER					
Fund: 621 - ENVIRONMENTAL SERVICES					
Postage	POSTAGE				82.80
Postage	POSTAGE				117.60
				Fund 621 - ENVIRONMENTAL SERVICES Total:	200.40
Fund: 631 - WASTEWATER					
Postage	POSTAGE				82.80
Postage	POSTAGE				117.61
				Fund 631 - WASTEWATER Total:	200.41
Fund: 641 - WATER					
Postage	POSTAGE				82.80
Postage	POSTAGE				117.61
				Fund 641 - WATER Total:	200.41
				Vendor POSTMASTER Total:	601.22
Vendor: PRAISE WINDOWS INC					
Fund: 111 - GENERAL					
Bldg main	BUILDING MAINTENANCE				645.00
				Fund 111 - GENERAL Total:	645.00
				Vendor PRAISE WINDOWS INC Total:	645.00
Vendor: PRO OVERHEAD DOOR					
Fund: 111 - GENERAL					
Bldg Maint	BUILDING MAINTENANCE				784.25
				Fund 111 - GENERAL Total:	784.25
Fund: 621 - ENVIRONMENTAL SERVICES					
bldg mtnc	BUILDING MAINTENANCE				912.50
				Fund 621 - ENVIRONMENTAL SERVICES Total:	912.50
				Vendor PRO OVERHEAD DOOR Total:	1,696.75
Vendor: QUILL CORP					
Fund: 111 - GENERAL					
DEPT SUPPL/INVEST SUPPL	DEPARTMENT SUPPLIES				55.20
DEPT SUPPL/INVEST SUPPL	INVESTIGATION SUPPLIES				147.20
DEPT SUPPL/INVEST SUPPL	DEPARTMENT SUPPLIES				117.20

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
DEPT SUPPL/INVEST SUPPL	INVESTIGATION SUPPLIES				229.80
Fund 111 - GENERAL Total:					549.40
Vendor QUILL CORP Total:					549.40
Vendor: RAILROAD MANAGEMENT CO III, LLC					
Fund: 641 - WATER					
RENT	RENT-LAND				160.78
Fund 641 - WATER Total:					160.78
Fund: 661 - STORMWATER					
RENT	RENT-LAND				562.75
Fund 661 - STORMWATER Total:					562.75
Vendor RAILROAD MANAGEMENT CO III, LLC Total:					723.53
Vendor: REGIONAL CARE INC					
Fund: 812 - HEALTH INSURANCE					
INS.PREM.	PREMIUM EXPENSE				37,289.13
Medical claims	CLAIMS EXPENSE				14,458.60
Med Claims	CLAIMS EXPENSE				2,538.73
Med Claims	CLAIMS EXPENSE				8,586.62
Flex Claim	FLEXIBLE BENFT EXPENSES				520.00
Fund 812 - HEALTH INSURANCE Total:					63,393.08
Vendor REGIONAL CARE INC Total:					63,393.08
Vendor: REGIONAL WEST MEDICAL CENTER					
Fund: 111 - GENERAL					
CONSULTING	CONSULTING SERVICES				548.50
Fund 111 - GENERAL Total:					548.50
Vendor REGIONAL WEST MEDICAL CENTER Total:					548.50
Vendor: RS VENTURES LLC					
Fund: 111 - GENERAL					
VEH MAINT	VEHICLE MAINTENANCE				400.10
VEH MAINT	VEHICLE MAINTENANCE				29.00
VEH MAINT	VEHICLE MAINTENANCE				372.00
VEH MAINT	VEHICLE MAINTENANCE				241.94
VEH MAINT	VEHICLE MAINTENANCE				483.92
VEH MAINT	VEHICLE MAINTENANCE				10.00
VEH MAINT	VEHICLE MAINTENANCE				221.14
VEH MAINT	VEHICLE MAINTENANCE				160.54
VEH MAINT	VEHICLE MAINTENANCE				250.14
Fund 111 - GENERAL Total:					2,168.78
Vendor RS VENTURES LLC Total:					2,168.78
Vendor: RUSHMORE MEDIA COMPANY, INC					
Fund: 661 - STORMWATER					
DEPT CNTRCL SRVCS	CONTRACTUAL SERVICES				12.50
DEPT CNTRCL SRVCS	CONTRACTUAL SERVICES				12.50
DEPT CNTRCL SRVCS	CONTRACTUAL SERVICES				288.00
Fund 661 - STORMWATER Total:					313.00
Vendor RUSHMORE MEDIA COMPANY, INC Total:					313.00
Vendor: S M E C					
Fund: 713 - CASH & INVESTMENT POOL					
Emp Deductions	SMEC EE PAYABLE				226.00
Fund 713 - CASH & INVESTMENT POOL Total:					226.00
Vendor S M E C Total:					226.00
Vendor: SANDBERG IMPLEMENT, INC					
Fund: 111 - GENERAL					
EQP MTC	EQUIPMENT MAINTENANCE				17.88

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
GRD MTC	GROUNDS MAINTENANCE				27.62
				Fund 111 - GENERAL Total:	45.50
				Vendor SANDBERG IMPLEMENT, INC Total:	45.50
Vendor: SATO, LEANN					
				Fund: 661 - STORMWATER	
DEPT SCHL & CNFRNC	SCHOOL & CONFERENCE				50.47
				Fund 661 - STORMWATER Total:	50.47
				Vendor SATO, LEANN Total:	50.47
Vendor: SCB FIREFIGHTERS UNION LOCAL 1454					
				Fund: 713 - CASH & INVESTMENT POOL	
FIRE EE DUES	FIRE UNION DUES EE PAY				210.00
				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	
Court Costs	LEGAL FEES				85.00
				Fund 111 - GENERAL Total:	85.00
				Vendor SCOTTS BLUFF COUNTY COURT Total:	85.00
Vendor: SCOTTSBLUFF BODY & PAINT					
				Fund: 111 - GENERAL	
TOW SERVICE	CONTRACTUAL SERVICES				75.00
TOW SERVICE	CONTRACTUAL SERVICES				75.00
TOW SERVICE	CONTRACTUAL SERVICES				75.00
TOW SERVICE	CONTRACTUAL SERVICES				350.50
TOW SERVICE	CONTRACTUAL SERVICES				70.00
TOW SERVICE	CONTRACTUAL SERVICES				65.00
TOW SERVICE	CONTRACTUAL SERVICES				70.00
TOW SERVICE	CONTRACTUAL SERVICES				70.00
TOW SERVICE	CONTRACTUAL SERVICES				65.00
TOW SERVICE	CONTRACTUAL SERVICES				65.00
TOW SERVICE	CONTRACTUAL SERVICES				70.00
TOW SERVICE	CONTRACTUAL SERVICES				75.00
TOW SERVICE	CONTRACTUAL SERVICES				60.00
				Fund 111 - GENERAL Total:	1,185.50
				Vendor SCOTTSBLUFF BODY & PAINT Total:	1,185.50
Vendor: SCOTTSBLUFF MOTOR CO, INC					
				Fund: 111 - GENERAL	
VEH MTC	VEHICLE MAINTENANCE				29.41
				Fund 111 - GENERAL Total:	29.41
				Vendor SCOTTSBLUFF MOTOR CO, INC Total:	29.41
Vendor: SCOTTSBLUFF POLICE OFFICERS ASSOCIATION					
				Fund: 713 - CASH & INVESTMENT POOL	
POLICE EE DUES	POL UNION DUES EE PAY				432.00
				Fund 713 - CASH & INVESTMENT POOL Total:	432.00
				Vendor SCOTTSBLUFF POLICE OFFICERS ASSOCIATION Total:	432.00
Vendor: SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC					
				Fund: 111 - GENERAL	
DEP SUP	DEPARTMENT SUPPLIES				142.00
				Fund 111 - GENERAL Total:	142.00
				Vendor SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC Total:	142.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: SHERIFF'S OFFICE					
Fund: 111 - GENERAL					
Legal Fees	LEGAL FEES				266.08
				Fund 111 - GENERAL Total:	266.08
				Vendor SHERIFF'S OFFICE Total:	266.08
Vendor: SHERWIN WILLIAMS					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				2.00
				Fund 111 - GENERAL Total:	2.00
				Vendor SHERWIN WILLIAMS Total:	2.00
Vendor: SIMMONS OLSEN LAW FIRM, P.C.					
Fund: 111 - GENERAL					
Contrctl Svc	CONTRACTUAL SERVICES				6,190.33
Contrctl Svc	CONTRACTUAL SERVICES				4,117.77
				Fund 111 - GENERAL Total:	10,308.10
Fund: 224 - ECONOMIC DEVELOPMENT					
Contrctl Svc	CONTRACTUAL SERVICES				287.50
Contrctl Svc	CONTRACTUAL SERVICES				137.50
Contrctl Svc	CONTRACTUAL SERVICES				137.50
Contrctl Svc	CONTRACTUAL SERVICES				575.00
				Fund 224 - ECONOMIC DEVELOPMENT Total:	1,137.50
Fund: 641 - WATER					
Contrctl Svc	CONTRACTUAL SERVICES				125.00
				Fund 641 - WATER Total:	125.00
				Vendor SIMMONS OLSEN LAW FIRM, P.C. Total:	11,570.60
Vendor: SIMON CONTRACTORS					
Fund: 212 - TRANSPORTATION					
CONCRETE	STREET MAINTENANCE				728.00
				Fund 212 - TRANSPORTATION Total:	728.00
				Vendor SIMON CONTRACTORS Total:	728.00
Vendor: SOURCE GAS					
Fund: 111 - GENERAL					
Monthly Energy Fuel	HEATING FUEL				213.75
Monthly Energy Fuel	HEATING FUEL				124.36
Monthly Energy Fuel	HEATING FUEL				124.36
Monthly Energy Fuel	HEATING FUEL				99.24
Monthly Energy Fuel	HEATING FUEL				244.24
Monthly Energy Fuel	HEATING FUEL				223.48
Monthly Energy Fuel	HEATING FUEL				75.75
				Fund 111 - GENERAL Total:	1,105.18
Fund: 212 - TRANSPORTATION					
Monthly Energy Fuel	HEATING FUEL				1,341.65
				Fund 212 - TRANSPORTATION Total:	1,341.65
Fund: 621 - ENVIRONMENTAL SERVICES					
Monthly Energy Fuel	HEATING FUEL				222.67
				Fund 621 - ENVIRONMENTAL SERVICES Total:	222.67
Fund: 641 - WATER					
Monthly Energy Fuel	HEATING FUEL				144.54
				Fund 641 - WATER Total:	144.54
				Vendor SOURCE GAS Total:	2,814.04
Vendor: STATE OF NEBR					
Fund: 111 - GENERAL					
TELEPHONE	TELEPHONE				2.92
				Fund 111 - GENERAL Total:	2.92
				Vendor STATE OF NEBR Total:	2.92

Expense Approval Report

Post Dates: 12/2/2014 - 12/15/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: TERRY D SCOTT					
Fund: 111 - GENERAL					
VEH MTC	VEHICLE MAINTENANCE				54.25
				Fund 111 - GENERAL Total:	54.25
				Vendor TERRY D SCOTT Total:	54.25
Vendor: THE PEAVEY CORP					
Fund: 111 - GENERAL					
INVEST SUPPL	INVESTIGATION SUPPLIES				874.45
				Fund 111 - GENERAL Total:	874.45
				Vendor THE PEAVEY CORP Total:	874.45
Vendor: THOMAS P MILLER & ASSOCIATES, LLC					
Fund: 224 - ECONOMIC DEVELOPMENT					
Contract	CONTRACTUAL SERVICES				16,120.00
				Fund 224 - ECONOMIC DEVELOPMENT Total:	16,120.00
				Vendor THOMAS P MILLER & ASSOCIATES, LLC Total:	16,120.00
Vendor: THOMPSON GLASS, INC					
Fund: 111 - GENERAL					
VEH MAINT	VEHICLE MAINTENANCE				70.00
				Fund 111 - GENERAL Total:	70.00
				Vendor THOMPSON GLASS, INC Total:	70.00
Vendor: TOTAL FUNDS BY HASLER					
Fund: 111 - GENERAL					
POSTAGE	POSTAGE				300.00
				Fund 111 - GENERAL Total:	300.00
				Vendor TOTAL FUNDS BY HASLER Total:	300.00
Vendor: TRANS IOWA EQUIPMENT LLC					
Fund: 212 - TRANSPORTATION					
PARTS FOR SWEEPER	EQUIPMENT MAINTENANCE				150.00
				Fund 212 - TRANSPORTATION Total:	150.00
				Vendor TRANS IOWA EQUIPMENT LLC Total:	150.00
Vendor: TYLER TECHNOLOGIES, INC					
Fund: 111 - GENERAL					
CONTRACT SERVICES	CONTRACTUAL SERVICES				152.25
				Fund 111 - GENERAL Total:	152.25
Fund: 621 - ENVIRONMENTAL SERVICES					
CONTRACT SERVICES	CONTRACTUAL SERVICES				152.25
				Fund 621 - ENVIRONMENTAL SERVICES Total:	152.25
Fund: 631 - WASTEWATER					
CONTRACT SERVICES	CONTRACTUAL SERVICES				152.25
				Fund 631 - WASTEWATER Total:	152.25
Fund: 641 - WATER					
CONTRACT SERVICES	CONTRACTUAL SERVICES				152.25
				Fund 641 - WATER Total:	152.25
				Vendor TYLER TECHNOLOGIES, INC Total:	609.00
Vendor: UNIQUE MANAGEMENT SERVICES, INC					
Fund: 111 - GENERAL					
Cont. srvc	CONTRACTUAL SERVICES				187.95
				Fund 111 - GENERAL Total:	187.95
				Vendor UNIQUE MANAGEMENT SERVICES, INC Total:	187.95

Expense Approval Report

Post Dates: 12/2/2014 - 12/15/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: UNITED STATES WELDING, INC					
Fund: 212 - TRANSPORTATION					
WELD SUPP	DEPARTMENT SUPPLIES				107.57
Fund 212 - TRANSPORTATION Total:					107.57
Vendor UNITED STATES WELDING, INC Total:					107.57
Vendor: UPSTART ENTERPRISES, LLC					
Fund: 111 - GENERAL					
DEPT SUPPL	DEPARTMENT SUPPLIES				170.46
Fund 111 - GENERAL Total:					170.46
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				14.97
Fund 621 - ENVIRONMENTAL SERVICES Total:					14.97
Vendor UPSTART ENTERPRISES, LLC Total:					185.43
Vendor: US BANK					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				66.75
software	DEPARTMENT SUPPLIES				96.25
DEP SUP	DEPARTMENT SUPPLIES				177.00
DEPT MMBRSHP	MEMBERSHIPS				130.00
Fund 111 - GENERAL Total:					470.00
Fund: 661 - STORMWATER					
DEP MMBRSHP	MEMBERSHIPS				35.00
DEPT MMBRSHP	MEMBERSHIPS				35.00
Fund 661 - STORMWATER Total:					70.00
Vendor US BANK Total:					540.00
Vendor: VAN PELT FENCING CO, INC					
Fund: 631 - WASTEWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				600.00
Fund 631 - WASTEWATER Total:					600.00
Vendor VAN PELT FENCING CO, INC Total:					600.00
Vendor: VINCE KELLEY					
Fund: 213 - CEMETERY					
License	MISCELLANEOUS				58.50
Fund 213 - CEMETERY Total:					58.50
Vendor VINCE KELLEY Total:					58.50
Vendor: WELLS FARGO BANK, N.A.					
Fund: 713 - CASH & INVESTMENT POOL					
Pension	REGULAR RETIRE EE PAY				7,068.86
Pension	RETIRE FIRE EE PAYABLE				2,887.38
Pension	RETIRE POLICE EE PAY				4,932.08
Pension	REGULAR RETIRE ER PAY				6,715.49
Pension	RETIRE-FIRE ER PAYABLE				5,044.68
Pension	RETIRE-POLICE ER PAY				4,869.90
Fund 713 - CASH & INVESTMENT POOL Total:					31,518.39
Vendor WELLS FARGO BANK, N.A. Total:					31,518.39
Vendor: WESTERN PATHOLOGY CONSULTANTS, INC					
Fund: 111 - GENERAL					
CONTRACT	CONTRACTUAL SERVICES				152.00
Fund 111 - GENERAL Total:					152.00
Vendor WESTERN PATHOLOGY CONSULTANTS, INC Total:					152.00

Expense Approval Report

Post Dates: 12/2/2014 - 12/15/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: WESTERN TRAVEL TERMINAL, LLC					
Fund: 641 - WATER					
VEH MAINT	VEHICLE MAINTENANCE				26.00
Fund 641 - WATER Total:					26.00
Vendor WESTERN TRAVEL TERMINAL, LLC Total:					26.00
Vendor: YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE					
Fund: 111 - GENERAL					
November fitness	VOLUNTEER FIREMAN				126.00
November fitness	CONTRACTUAL SERVICES				472.50
Fund 111 - GENERAL Total:					598.50
Fund: 713 - CASH & INVESTMENT POOL					
Fitness Prgrm	YMCA PAY EE				744.51
Fitness Prgrm	YMCA PAY ER				709.29
Fund 713 - CASH & INVESTMENT POOL Total:					1,453.80
Vendor YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE Total:					2,052.30
Grand Total:					529,577.06

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	72,962.12	367.67
211 - REGIONAL LIBRARY	208.92	0.00
212 - TRANSPORTATION	40,681.58	0.00
213 - CEMETERY	734.50	0.00
216 - BUSINESS IMPROVEMENT	366.42	0.00
224 - ECONOMIC DEVELOPMENT	17,345.01	0.00
311 - DEBT SERVICE	17,746.94	0.00
621 - ENVIRONMENTAL SERVICES	48,085.79	200.40
631 - WASTEWATER	15,006.92	200.41
641 - WATER	116,945.17	200.41
661 - STORMWATER	1,681.77	0.00
713 - CASH & INVESTMENT POOL	134,384.74	134,384.74
721 - GIS SERVICES	34.10	0.00
812 - HEALTH INSURANCE	63,393.08	26,103.95
Grand Total:	529,577.06	161,457.58

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-51281-142	DISABILITY INSURANCE	367.67	367.67
111-52111-111	DEPARTMENT SUPPLIES	98.55	0.00
111-52111-116	DEPARTMENT SUPPLIES	1,976.13	0.00
111-52111-121	DEPARTMENT SUPPLIES	28.65	0.00
111-52111-141	DEPARTMENT SUPPLIES	290.27	0.00
111-52111-142	DEPARTMENT SUPPLIES	493.86	0.00
111-52111-151	DEPARTMENT SUPPLIES	374.91	0.00
111-52111-171	DEPARTMENT SUPPLIES	1,005.88	0.00
111-52111-172	DEPARTMENT SUPPLIES	576.25	0.00
111-52121-151	JANITORIAL SUPPLIES	278.79	0.00
111-52163-142	INVESTIGATION SUPPLIES	1,251.45	0.00
111-52164-141	VOLUNTEER FIREMAN	126.00	0.00
111-52181-141	UNIFORMS & CLOTHING	446.22	0.00
111-52181-142	UNIFORMS & CLOTHING	385.56	0.00
111-52181-171	UNIFORMS & CLOTHING	99.60	0.00
111-52211-142	PUBLICATIONS	288.06	0.00
111-52222-151	BOOKS	1,247.79	0.00
111-52311-114	MEMBERSHIPS	11,956.60	0.00
111-52311-121	MEMBERSHIPS	130.00	0.00
111-52311-172	MEMBERSHIPS	60.00	0.00
111-52411-111	POSTAGE	1,000.00	0.00
111-52411-141	POSTAGE	15.94	0.00
111-52411-142	POSTAGE	344.25	0.00
111-52511-121	GASOLINE	237.41	0.00
111-52511-141	GASOLINE	872.81	0.00
111-52511-142	GASOLINE	4,849.91	0.00
111-52511-171	GASOLINE	466.51	0.00
111-52521-171	OTHER FUEL	887.76	0.00
111-53111-112	CONTRACTUAL SERVICES	152.00	0.00
111-53111-114	CONTRACTUAL SERVICES	6,190.33	0.00
111-53111-116	CONTRACTUAL SERVICES	152.25	0.00
111-53111-121	CONTRACTUAL SERVICES	2,701.25	0.00
111-53111-141	CONTRACTUAL SERVICES	472.50	0.00
111-53111-142	CONTRACTUAL SERVICES	6,243.21	0.00
111-53111-151	CONTRACTUAL SERVICES	261.13	0.00
111-53111-171	CONTRACTUAL SERVICES	46.00	0.00
111-53111-172	CONTRACTUAL SERVICES	546.00	0.00
111-53121-112	CONSULTING SERVICES	24.00	0.00
111-53121-142	CONSULTING SERVICES	648.50	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53161-111	LEGAL PUBLICATIONS	44.66	0.00
111-53161-112	LEGAL PUBLICATIONS	19.85	0.00
111-53161-115	LEGAL PUBLICATIONS	548.53	0.00
111-53161-121	LEGAL PUBLICATIONS	58.77	0.00
111-53161-143	LEGAL PUBLICATIONS	19.08	0.00
111-53161-151	LEGAL PUBLICATIONS	13.36	0.00
111-53211-114	LEGAL FEES	351.08	0.00
111-53421-141	BUILDING MAINTENANCE	16.20	0.00
111-53421-142	BUILDING MAINTENANCE	16.20	0.00
111-53421-151	BUILDING MAINTENANCE	645.00	0.00
111-53421-171	BUILDING MAINTENANCE	784.25	0.00
111-53441-111	EQUIPMENT MAINTENAN...	124.25	0.00
111-53441-141	EQUIPMENT MAINTENAN...	1,190.89	0.00
111-53441-142	EQUIPMENT MAINTENAN...	320.50	0.00
111-53441-171	EQUIPMENT MAINTENAN...	289.55	0.00
111-53451-141	VEHICLE MAINTENANCE	181.00	0.00
111-53451-142	VEHICLE MAINTENANCE	2,267.78	0.00
111-53451-171	VEHICLE MAINTENANCE	1,351.46	0.00
111-53471-171	GROUNDS MAINTENANCE	1,885.89	0.00
111-53511-111	ELECTRICITY	391.65	0.00
111-53511-141	ELECTRICITY	582.16	0.00
111-53511-142	ELECTRICITY	502.57	0.00
111-53511-151	ELECTRICITY	1,706.62	0.00
111-53511-171	ELECTRICITY	2,974.93	0.00
111-53511-172	ELECTRICITY	1,486.96	0.00
111-53521-111	HEATING FUEL	213.75	0.00
111-53521-141	HEATING FUEL	124.36	0.00
111-53521-142	HEATING FUEL	223.60	0.00
111-53521-151	HEATING FUEL	244.24	0.00
111-53521-171	HEATING FUEL	223.48	0.00
111-53521-172	HEATING FUEL	75.75	0.00
111-53551-171	STREET LIGHTS	100.40	0.00
111-53561-111	TELEPHONE	235.22	0.00
111-53561-112	TELEPHONE	69.35	0.00
111-53561-114	TELEPHONE	67.85	0.00
111-53561-115	TELEPHONE	37.10	0.00
111-53561-116	TELEPHONE	227.85	0.00
111-53561-121	TELEPHONE	211.04	0.00
111-53561-141	TELEPHONE	291.65	0.00
111-53561-142	TELEPHONE	2,387.30	0.00
111-53561-143	TELEPHONE	2.92	0.00
111-53561-151	TELEPHONE	551.60	0.00
111-53561-171	TELEPHONE	170.38	0.00
111-53561-172	TELEPHONE	168.88	0.00
111-53571-141	CELLULAR PHONE	238.02	0.00
111-53631-142	RENT-MACHINES	45.17	0.00
111-53711-142	SCHOOL & CONFERENCE	532.00	0.00
111-53721-121	BUSINESS TRAVEL	163.05	0.00
111-53811-113	BONDING	300.00	0.00
111-53913-112	RECRUITMENT	689.97	0.00
211-52222-151	BOOKS	208.92	0.00
212-52111-212	DEPARTMENT SUPPLIES	2,811.62	0.00
212-52511-212	GASOLINE	716.42	0.00
212-52521-212	OTHER FUEL	2,090.15	0.00
212-52531-212	OIL & ANTIFREEZE	493.98	0.00
212-53111-212	CONTRACTUAL SERVICES	30.36	0.00
212-53421-212	BUILDING MAINTENANCE	868.94	0.00
212-53441-212	EQUIPMENT MAINTENAN...	579.29	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
212-53451-212	VEHICLE MAINTENANCE	68.46	0.00
212-53491-212	STREET MAINTENANCE	728.00	0.00
212-53511-212	ELECTRICITY	605.40	0.00
212-53521-212	HEATING FUEL	1,341.65	0.00
212-53531-212	ELECTRIC POWER	1,828.42	0.00
212-53551-212	STREET LIGHTS	27,984.82	0.00
212-53561-212	TELEPHONE	534.07	0.00
213-52111-213	DEPARTMENT SUPPLIES	160.65	0.00
213-52999-213	MISCELLANEOUS	58.50	0.00
213-53511-213	ELECTRICITY	446.00	0.00
213-53561-213	TELEPHONE	69.35	0.00
216-53111-121	CONTRACTUAL SERVICES	281.00	0.00
216-53551-000	STREET LIGHTS	85.42	0.00
224-52111-113	DEPARTMENT SUPPLIES	71.10	0.00
224-52211-114	PUBLICATIONS	16.41	0.00
224-53111-113	CONTRACTUAL SERVICES	16,120.00	0.00
224-53111-114	CONTRACTUAL SERVICES	1,137.50	0.00
311-57110-111	DEBT SERVICE-PRINCIPAL	17,513.15	0.00
311-57115-111	DEBT SERVICE-INTEREST	233.79	0.00
621-52111-621	DEPARTMENT SUPPLIES	1,691.07	0.00
621-52411-621	POSTAGE	200.40	200.40
621-52511-621	GASOLINE	9,018.91	0.00
621-53111-621	CONTRACTUAL SERVICES	152.25	0.00
621-53193-621	DISPOSAL FEES	35,024.00	0.00
621-53421-621	BUILDING MAINTENANCE	912.50	0.00
621-53451-621	VEHICLE MAINTENANCE	77.83	0.00
621-53511-621	ELECTRICITY	591.46	0.00
621-53521-621	HEATING FUEL	222.67	0.00
621-53561-621	TELEPHONE	194.70	0.00
631-52111-631	DEPARTMENT SUPPLIES	55.32	0.00
631-52411-631	POSTAGE	200.41	200.41
631-52511-631	GASOLINE	513.12	0.00
631-52521-631	OTHER FUEL	281.86	0.00
631-52611-631	CHEMICALS	5,198.00	0.00
631-53111-631	CONTRACTUAL SERVICES	800.72	0.00
631-53441-631	EQUIPMENT MAINTENAN...	703.98	0.00
631-53451-631	VEHICLE MAINTENANCE	83.52	0.00
631-53511-631	ELECTRICITY	761.17	0.00
631-53531-631	ELECTRIC POWER	51.94	0.00
631-53561-631	TELEPHONE	168.88	0.00
631-54212-631	ENGINEERING/DESIGN	6,188.00	0.00
641-52111-641	DEPARTMENT SUPPLIES	17,664.47	0.00
641-52116-641	METERS	50,120.94	0.00
641-52117-641	SAMPLES	6,167.00	0.00
641-52411-641	POSTAGE	200.41	200.41
641-52511-641	GASOLINE	1,066.05	0.00
641-52521-641	OTHER FUEL	86.54	0.00
641-53111-641	CONTRACTUAL SERVICES	857.02	0.00
641-53441-641	EQUIPMENT MAINTENAN...	234.47	0.00
641-53451-641	VEHICLE MAINTENANCE	44.75	0.00
641-53511-641	ELECTRICITY	72.52	0.00
641-53521-641	HEATING FUEL	144.54	0.00
641-53531-641	ELECTRIC POWER	428.15	0.00
641-53561-641	TELEPHONE	102.53	0.00
641-53611-641	RENT-LAND	160.78	0.00
641-54212-641	ENGINEERING/DESIGN	9,000.00	0.00
641-54411-641	EQUIPMENT	30,595.00	0.00
661-52111-661	DEPARTMENT SUPPLIES	257.97	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
661-52311-661	MEMBERSHIPS	70.00	0.00
661-52511-661	GASOLINE	77.90	0.00
661-53111-661	CONTRACTUAL SERVICES	488.00	0.00
661-53561-661	TELEPHONE	34.68	0.00
661-53611-661	RENT-LAND	562.75	0.00
661-53711-661	SCHOOL & CONFERENCE	190.47	0.00
713-21512	MEDICARE W/H EE PAYAB...	3,800.11	3,800.11
713-21513	FICA W/H EE PAYABLE	13,901.72	13,901.72
713-21514	FED W/H EE PAYABLE	28,059.73	28,059.73
713-21515	STATE W/H EE PAYABLE	17,914.32	17,914.32
713-21517	POL UNION DUES EE PAY	432.00	432.00
713-21518	FIRE UNION DUES EE PAY	210.00	210.00
713-21523	LIFE INS EE PAYABLE	791.51	791.51
713-21524	SMEC EE PAYABLE	226.00	226.00
713-21527	WAGE ATTACHMENT EE ...	89.30	89.30
713-21528	REGULAR RETIRE EE PAY	7,068.86	7,068.86
713-21529	DEFERRED COMP EE PAY	1,325.14	1,325.14
713-21531	RETIRE FIRE EE PAYABLE	2,887.38	2,887.38
713-21533	RETIRE POLICE EE PAY	4,932.08	4,932.08
713-21534	DIS INC INS EE PAYABLE	656.92	656.92
713-21539	CHILD SUPPORT EE PAY	2,218.31	2,218.31
713-21540	YMCA PAY EE	744.51	744.51
713-21541	HSA EE PAYABLE	11,585.96	11,585.96
713-21712	MEDICARE W/H ER PAYAB...	3,800.11	3,800.11
713-21713	FICA W/H ER PAYABLE	13,901.72	13,901.72
713-21723	LIFE INS ER PAYABLE	37.20	37.20
713-21728	REGULAR RETIRE ER PAY	6,715.49	6,715.49
713-21731	RETIRE-FIRE ER PAYABLE	5,044.68	5,044.68
713-21733	RETIRE-POLICE ER PAY	4,869.90	4,869.90
713-21740	YMCA PAY ER	709.29	709.29
713-21741	HSA ER PAYABLE	2,462.50	2,462.50
721-53561-721	TELEPHONE	34.10	0.00
812-53861-112	PREMIUM EXPENSE	37,289.13	0.00
812-53862-112	CLAIMS EXPENSE	25,583.95	25,583.95
812-53863-112	FLEXIBLE BENFT EXPENSES	520.00	520.00
Grand Total:		529,577.06	161,457.58

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	528,139.37	161,457.58
1114253521	75.75	0.00
2117753511	242.92	0.00
6002052111	257.97	0.00
6002052311	70.00	0.00
6002052511	77.90	0.00
6002053111	488.00	0.00
6002053561	34.68	0.00
6002053711	190.47	0.00
Grand Total:	529,577.06	161,457.58

Refund Review

Close Form Print Screen

Packet: UBPKT00633 - Refunds 1 UBPKT00632 Disconnect

Add Edit Delete

Account #	Status	Contact	Service Address	Refund Amount
005-2389-09	Inactive	ALEXIS G UTTECHT	309 W 19TH ST SCOTTSBLUFF NE 69361	60.98
035-6710-01	Inactive	GREG TROUTMAN	1013 AVE I SCOTTSBLUFF NE 69361	38.84
050-0951-03	Inactive	MARIO OCHOA	1402 10TH AVE SCOTTSBLUFF NE 69361	32.11
055-3774-04	Inactive	SHANE T DENNIS	1701 8TH AVE SCOTTSBLUFF NE 69361	1.40
020-4055-01	Inactive	ROYCE CLEMENT	2123 AVE G SCOTTSBLUFF NE 69361	32.24
075-0339-03	Inactive	ERIC J KAUTZ	1819 5TH AVE SCOTTSBLUFF NE 69361	8.35
065-6329-01	Inactive	DIANE CAMPIONE	14 REGENCY CT SCOTTSBLUFF NE 69361	3.02
060-6064-02	Inactive	ROBERT M CASHON	1020 E 9TH ST SCOTTSBLUFF NE 69361	0.82
015-2056-01	Inactive	STEVEN COMBS	210 W 38TH ST-SPRINKLER SCOTTSBLUFF	1.29
025-6251-02	Inactive	CROWN WEST APARTMENTS	2027 CHAR AVE 1 SCOTTSBLUFF NE 69361	3.12
050-1037-01	Inactive	EDWARD PARKER	1101 E 15TH ST SCOTTSBLUFF NE 69361	3.30
080-5745-03	Inactive	DEBRA L PRATER	217 E 15TH ST SCOTTSBLUFF NE 69361	7.61
030-1493-01	Inactive	DUANE RAY	322 W 16TH ST SCOTTSBLUFF NE 69361	3.62
025-3962-01	Inactive	LARRY STAHLA	2517 W OVERLAND SCOTTSBLUFF NE 6936	5.92
005-2480-05	Inactive	KARA S HOLLOWAY	2601 AVE B SCOTTSBLUFF NE 69361	36.62
005-2481-03	Inactive	JUSTIN M BRENING	2605 AVE B SCOTTSBLUFF NE 69361	46.30
020-4978-02	Inactive	THOMAS B YATES	611 1/2 W 19TH ST SCOTTSBLUFF NE 69361	52.29
075-3305-04	Inactive	PEGGI M CARABAJAL	2322 5TH AVE SCOTTSBLUFF NE 69361	13.44
080-5684-01	Inactive	RON ENGLEHAUPT	211 E OVERLAND SCOTTSBLUFF NE 69361	3.22
045-5302-04	Inactive	T & A INVESTMENTS LLC	1614 12TH AVE SCOTTSBLUFF NE 69361	0.31
Total				354.80

City of Scottsbluff, Nebraska

Monday, December 15, 2014

Regular Meeting

Item Finance1

Council to receive the October 2014 Financial Report.

Staff Contact: Renae Griffiths, Finance Director

City of Scottsbluff

Fund Equity in Cash

October 31, 2014

Fund	Fund #	2 YRS PRIOR October 31, 2012	PRIOR YEAR October 31, 2013	PRIOR MONTH September 30, 2014	CURRENT MONTH October 31, 2014
General	111	\$ 2,245,011.91	\$ 3,027,486.31	\$ 3,656,636.76	\$ 3,052,771.60
Regional Library	211	13,209.64	13,799.54	39,789.11	40,555.10
Transportation	212	1,874,040.16	2,049,169.04	1,910,373.51	1,907,828.79
Cemetery	213	(23,078.06)	(11,211.31)	30,444.17	2,276.19
Cemetery Perp Care	214	336,173.18	353,908.09	449,512.88	459,243.91
Special Projects	215	395,059.61	514,929.17	517,180.70	444,325.00
Business Improvement	216	176,713.11	115,102.25	189,758.20	185,785.82
Public Safety	218	377,678.12	341,370.20	286,430.41	296,374.15
Scb Industrial Sites	219	44,415.25	54,700.67	45,717.49	45,799.73
Keno	223	86,786.71	51,373.15	126,547.07	130,075.39
Economic Development	224	3,005,385.82	3,557,485.67	5,497,865.73	5,572,337.15
Mutual Fire Organization	225	222,057.12	305,849.71	474,647.51	474,201.68
Debt Service	311	3,700,730.79	4,074,963.84	3,916,495.59	3,956,598.45
TIF	321	548,819.48	474,011.44	179,757.63	170,757.07
CDBG	411	248,110.98	43,878.89	42,615.79	42,683.17
Leasing Corporation	412	7,576.56	7,613.69	7,619.20	7,631.24
Capital Projects	511	-	-	50,888.27	53,798.21
Environmental Services	621	265,303.92	375,323.67	415,114.77	391,264.20
Wastewater	631	2,018,047.71	2,423,364.93	1,882,887.43	1,857,560.92
Water	641	1,200,068.57	1,311,600.62	2,094,820.44	2,166,661.41
Electric	651	1,544,030.28	1,574,294.33	1,374,123.29	1,376,519.04
Stormwater	661	378,011.59	522,926.18	460,227.60	437,378.79
GIS	721	47,287.32	49,036.33	37,046.21	31,101.45
Unemployment Comp	811	2,279.38	24,723.51	68,246.89	68,316.41
Health Insurance	812	556,271.97	515,579.66	700,150.83	696,043.18
TOTAL		\$ 19,269,991.12	\$ 21,771,279.58	\$ 24,454,897.48	\$ 23,867,888.05



City of Scottsbluff
By Fund

Budget Report Group Summary

For Fiscal: 2014-2015 Period Ending: 10/31/2014

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 111 - GENERAL						
400 - Taxes	5,194,873.00	5,194,873.00	405,531.84	405,531.84	-4,789,341.16	92.19 %
420 - Charges for Services	512,663.00	512,663.00	18,757.86	18,757.86	-493,905.14	96.34 %
460 - Investment Income	9,000.00	9,000.00	752.31	752.31	-8,247.69	91.64 %
470 - Miscellaneous Revenues	42,500.00	42,500.00	1,706.96	1,706.96	-40,793.04	95.98 %
480 - Other Financing Uses	2,577,000.00	2,577,000.00	0.00	0.00	-2,577,000.00	100.00 %
500 - Personnel	6,364,717.00	6,364,717.00	629,051.22	629,051.22	5,735,665.78	90.12 %
503 - Supplies	486,133.00	486,133.00	12,741.49	12,741.49	473,391.51	97.38 %
504 - Contract Services	1,602,849.00	1,602,849.00	267,224.18	267,224.18	1,335,624.82	83.33 %
550 - Capital Outlay	100,000.00	100,000.00	0.00	0.00	100,000.00	100.00 %
570 - Other Financing Uses	311,000.00	311,000.00	0.00	0.00	311,000.00	100.00 %
Fund: 111 - GENERAL Surplus (Deficit):	-528,663.00	-528,663.00	-482,267.92	-482,267.92	46,395.08	8.78 %
Fund: 211 - REGIONAL LIBRARY						
460 - Investment Income	100.00	100.00	9.99	9.99	-90.01	90.01 %
470 - Miscellaneous Revenues	1,000.00	1,000.00	1,080.54	1,080.54	80.54	8.05 %
503 - Supplies	21,000.00	21,000.00	0.00	0.00	21,000.00	100.00 %
504 - Contract Services	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
Fund: 211 - REGIONAL LIBRARY Surplus (Deficit):	-22,900.00	-22,900.00	1,090.53	1,090.53	23,990.53	104.76 %
Fund: 212 - TRANSPORTATION						
400 - Taxes	2,550,938.00	2,550,938.00	221,272.58	221,272.58	-2,329,665.42	91.33 %
420 - Charges for Services	2,500.00	2,500.00	0.00	0.00	-2,500.00	100.00 %
460 - Investment Income	5,000.00	5,000.00	470.14	470.14	-4,529.86	90.60 %
470 - Miscellaneous Revenues	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00 %
500 - Personnel	993,305.00	993,305.00	103,439.72	103,439.72	889,865.28	89.59 %
503 - Supplies	285,950.00	285,950.00	2,506.11	2,506.11	283,443.89	99.12 %
504 - Contract Services	838,107.00	838,107.00	36,450.49	36,450.49	801,656.51	95.65 %
550 - Capital Outlay	660,000.00	660,000.00	0.00	0.00	660,000.00	100.00 %
560 - Debt Service	241,405.00	241,405.00	0.00	0.00	241,405.00	100.00 %
570 - Other Financing Uses	152,000.00	152,000.00	77.50	77.50	151,922.50	99.95 %
Fund: 212 - TRANSPORTATION Surplus (Deficit):	-611,329.00	-611,329.00	79,268.90	79,268.90	690,597.90	112.97 %
Fund: 213 - CEMETERY						
420 - Charges for Services	44,500.00	44,500.00	2,840.00	2,840.00	-41,660.00	93.62 %
460 - Investment Income	50.00	50.00	0.56	0.56	-49.44	98.88 %
470 - Miscellaneous Revenues	41,000.00	41,000.00	2,600.00	2,600.00	-38,400.00	93.66 %
480 - Other Financing Uses	100,000.00	100,000.00	0.00	0.00	-100,000.00	100.00 %
500 - Personnel	150,000.00	150,000.00	15,256.71	15,256.71	134,743.29	89.83 %
503 - Supplies	19,695.00	19,695.00	164.80	164.80	19,530.20	99.16 %
504 - Contract Services	23,758.00	23,758.00	3,230.00	3,230.00	20,528.00	86.40 %
Fund: 213 - CEMETERY Surplus (Deficit):	-7,903.00	-7,903.00	-13,210.95	-13,210.95	-5,307.95	-67.16 %
Fund: 214 - CEMETARY PERPETUAL CARE						
400 - Taxes	163,000.00	163,000.00	7,987.64	7,987.64	-155,012.36	95.10 %
420 - Charges for Services	18,000.00	18,000.00	1,050.00	1,050.00	-16,950.00	94.17 %
460 - Investment Income	1,200.00	1,200.00	113.17	113.17	-1,086.83	90.57 %
504 - Contract Services	250,000.00	250,000.00	0.00	0.00	250,000.00	100.00 %
570 - Other Financing Uses	100,000.00	100,000.00	0.00	0.00	100,000.00	100.00 %
Fund: 214 - CEMETARY PERPETUAL CARE Surplus (Deficit):	-167,800.00	-167,800.00	9,150.81	9,150.81	176,950.81	105.45 %
Fund: 215 - SPECIAL PROJECTS						
460 - Investment Income	1,500.00	1,500.00	109.49	109.49	-1,390.51	92.70 %
470 - Miscellaneous Revenues	500,000.00	500,000.00	4,209.52	4,209.52	-495,790.48	99.16 %

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Budget Report

For Fiscal: 2014-2015 Period Ending: 10/31/2014

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
503 - Supplies	500,000.00	500,000.00	0.00	0.00	500,000.00	100.00 %
Fund: 215 - SPECIAL PROJECTS Surplus (Deficit):	1,500.00	1,500.00	4,319.01	4,319.01	2,819.01	-187.93 %
Fund: 216 - BUSINESS IMPROVEMENT						
400 - Taxes	54,340.00	54,340.00	1,436.42	1,436.42	-52,903.58	97.36 %
460 - Investment Income	450.00	450.00	45.78	45.78	-404.22	89.83 %
500 - Personnel	13,985.00	13,985.00	0.00	0.00	13,985.00	100.00 %
503 - Supplies	100.00	100.00	0.00	0.00	100.00	100.00 %
504 - Contract Services	4,100.00	4,100.00	0.00	0.00	4,100.00	100.00 %
550 - Capital Outlay	55,000.00	55,000.00	0.00	0.00	55,000.00	100.00 %
570 - Other Financing Uses	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
Fund: 216 - BUSINESS IMPROVEMENT Surplus (Deficit):	-68,395.00	-68,395.00	1,482.20	1,482.20	69,877.20	102.17 %
Fund: 218 - PUBLIC SAFETY						
400 - Taxes	216,000.00	216,000.00	10,413.51	10,413.51	-205,586.49	95.18 %
460 - Investment Income	750.00	750.00	73.03	73.03	-676.97	90.26 %
503 - Supplies	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00 %
550 - Capital Outlay	112,000.00	112,000.00	0.00	0.00	112,000.00	100.00 %
560 - Debt Service	65,356.00	65,356.00	0.00	0.00	65,356.00	100.00 %
570 - Other Financing Uses	200,000.00	200,000.00	0.00	0.00	200,000.00	100.00 %
Fund: 218 - PUBLIC SAFETY Surplus (Deficit):	-172,606.00	-172,606.00	10,486.54	10,486.54	183,092.54	106.08 %
Fund: 219 - INDUSTRIAL SITES						
460 - Investment Income	150.00	150.00	11.29	11.29	-138.71	92.47 %
470 - Miscellaneous Revenues	2,500.00	2,500.00	0.00	0.00	-2,500.00	100.00 %
503 - Supplies	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
504 - Contract Services	44,437.00	44,437.00	0.00	0.00	44,437.00	100.00 %
Fund: 219 - INDUSTRIAL SITES Surplus (Deficit):	-44,787.00	-44,787.00	11.29	11.29	44,798.29	100.03 %
Fund: 223 - KENO						
460 - Investment Income	250.00	250.00	32.05	32.05	-217.95	87.18 %
470 - Miscellaneous Revenues	57,600.00	57,600.00	4,098.92	4,098.92	-53,501.08	92.88 %
503 - Supplies	134,400.00	134,400.00	0.00	0.00	134,400.00	100.00 %
504 - Contract Services	0.00	0.00	109.98	109.98	-109.98	0.00 %
Fund: 223 - KENO Surplus (Deficit):	-76,550.00	-76,550.00	4,020.99	4,020.99	80,570.99	105.25 %
Fund: 224 - ECONOMIC DEVELOPMENT						
400 - Taxes	900,000.00	900,000.00	83,094.26	83,094.26	-816,905.74	90.77 %
460 - Investment Income	16,000.00	16,000.00	1,373.17	1,373.17	-14,626.83	91.42 %
503 - Supplies	750.00	750.00	0.00	0.00	750.00	100.00 %
504 - Contract Services	4,935,000.00	4,935,000.00	0.00	0.00	4,935,000.00	100.00 %
Fund: 224 - ECONOMIC DEVELOPMENT Surplus (Deficit):	-4,019,750.00	-4,019,750.00	84,467.43	84,467.43	4,104,217.43	102.10 %
Fund: 225 - MUTUAL FIRE						
460 - Investment Income	1,250.00	1,250.00	116.86	116.86	-1,133.14	90.65 %
470 - Miscellaneous Revenues	88,860.00	88,860.00	0.00	0.00	-88,860.00	100.00 %
503 - Supplies	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
550 - Capital Outlay	495,000.00	495,000.00	0.00	0.00	495,000.00	100.00 %
Fund: 225 - MUTUAL FIRE Surplus (Deficit):	-414,890.00	-414,890.00	116.86	116.86	415,006.86	100.03 %
Fund: 311 - DEBT SERVICE						
400 - Taxes	665,330.00	665,330.00	24,902.79	24,902.79	-640,427.21	96.26 %
460 - Investment Income	12,000.00	12,000.00	975.01	975.01	-11,024.99	91.87 %
470 - Miscellaneous Revenues	12,500.00	12,500.00	0.00	0.00	-12,500.00	100.00 %
480 - Other Financing Uses	2,000,000.00	2,000,000.00	0.00	0.00	-2,000,000.00	100.00 %
504 - Contract Services	8,500.00	8,500.00	1,450.00	1,450.00	7,050.00	82.94 %
550 - Capital Outlay	1,000,000.00	1,000,000.00	0.00	0.00	1,000,000.00	100.00 %
560 - Debt Service	17,800.00	17,800.00	0.00	0.00	17,800.00	100.00 %
570 - Other Financing Uses	4,384,539.00	4,384,539.00	0.00	0.00	4,384,539.00	100.00 %
Fund: 311 - DEBT SERVICE Surplus (Deficit):	-2,721,009.00	-2,721,009.00	24,427.80	24,427.80	2,745,436.80	100.90 %
Fund: 321 - TIF PROJECTS						
400 - Taxes	18,000.00	18,000.00	0.00	0.00	-18,000.00	100.00 %
460 - Investment Income	800.00	800.00	42.08	42.08	-757.92	94.74 %

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Budget Report

For Fiscal: 2014-2015 Period Ending: 10/31/2014

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
480 - Other Financing Uses	300,000.00	300,000.00	0.00	0.00	-300,000.00	100.00 %
560 - Debt Service	268,000.00	268,000.00	0.00	0.00	268,000.00	100.00 %
570 - Other Financing Uses	300,000.00	300,000.00	0.00	0.00	300,000.00	100.00 %
Fund: 321 - TIF PROJECTS Surplus (Deficit):	-249,200.00	-249,200.00	42.08	42.08	249,242.08	100.02 %
Fund: 411 - CDBG						
460 - Investment Income	0.00	0.00	10.52	10.52	10.52	0.00 %
Fund: 411 - CDBG Total:	0.00	0.00	10.52	10.52	10.52	0.00 %
Fund: 412 - LEASE CORPORATION						
460 - Investment Income	20.00	20.00	1.88	1.88	-18.12	90.60 %
480 - Other Financing Uses	633,539.00	633,539.00	0.00	0.00	-633,539.00	100.00 %
560 - Debt Service	633,539.00	633,539.00	0.00	0.00	633,539.00	100.00 %
Fund: 412 - LEASE CORPORATION Surplus (Deficit):	20.00	20.00	1.88	1.88	-18.12	90.60 %
Fund: 511 - CAPITAL PROJECTS FUND						
400 - Taxes	55,000.00	55,000.00	2,958.39	2,958.39	-52,041.61	94.62 %
460 - Investment Income	10.00	10.00	13.26	13.26	3.26	32.60 %
Fund: 511 - CAPITAL PROJECTS FUND Total:	55,010.00	55,010.00	2,971.65	2,971.65	-52,038.35	94.60 %
Fund: 621 - ENVIRONMENTAL SERVICES						
420 - Charges for Services	2,364,000.00	2,364,000.00	141,975.08	141,975.08	-2,222,024.92	93.99 %
460 - Investment Income	1,200.00	1,200.00	96.42	96.42	-1,103.58	91.97 %
470 - Miscellaneous Revenues	0.00	0.00	1,449.70	1,449.70	1,449.70	0.00 %
500 - Personnel	1,141,955.00	1,141,955.00	119,883.19	119,883.19	1,022,071.81	89.50 %
503 - Supplies	217,550.00	217,550.00	781.61	781.61	216,768.39	99.64 %
504 - Contract Services	703,092.00	703,092.00	37,627.33	37,627.33	665,464.67	94.65 %
550 - Capital Outlay	410,000.00	410,000.00	0.00	0.00	410,000.00	100.00 %
570 - Other Financing Uses	55,300.00	55,300.00	77.50	77.50	55,222.50	99.86 %
Fund: 621 - ENVIRONMENTAL SERVICES Surplus (Deficit):	-162,697.00	-162,697.00	-14,848.43	-14,848.43	147,848.57	90.87 %
Fund: 631 - WASTEWATER						
420 - Charges for Services	2,602,721.00	2,602,721.00	130,670.17	130,670.17	-2,472,050.83	94.98 %
440 - Rents	300.00	300.00	0.00	0.00	-300.00	100.00 %
460 - Investment Income	4,500.00	4,500.00	457.75	457.75	-4,042.25	89.83 %
470 - Miscellaneous Revenues	0.00	0.00	1,429.70	1,429.70	1,429.70	0.00 %
500 - Personnel	895,488.00	895,488.00	74,002.99	74,002.99	821,485.01	91.74 %
503 - Supplies	107,873.00	107,873.00	2,420.66	2,420.66	105,452.34	97.76 %
504 - Contract Services	483,846.00	483,846.00	63,834.65	63,834.65	420,011.35	86.81 %
550 - Capital Outlay	920,000.00	920,000.00	0.00	0.00	920,000.00	100.00 %
560 - Debt Service	645,891.00	645,891.00	0.00	0.00	645,891.00	100.00 %
570 - Other Financing Uses	241,500.00	241,500.00	77.50	77.50	241,422.50	99.97 %
Fund: 631 - WASTEWATER Surplus (Deficit):	-687,077.00	-687,077.00	-7,778.18	-7,778.18	679,298.82	98.87 %
Fund: 641 - WATER						
420 - Charges for Services	1,895,660.00	1,895,660.00	177,349.14	177,349.14	-1,718,310.86	90.64 %
440 - Rents	18,096.00	18,096.00	2,008.00	2,008.00	-16,088.00	88.90 %
460 - Investment Income	4,000.00	4,000.00	533.92	533.92	-3,466.08	86.65 %
470 - Miscellaneous Revenues	5,000.00	5,000.00	3,294.96	3,294.96	-1,705.04	34.10 %
500 - Personnel	796,204.00	796,204.00	78,647.06	78,647.06	717,556.94	90.12 %
503 - Supplies	594,356.00	594,356.00	2,573.78	2,573.78	591,782.22	99.57 %
504 - Contract Services	347,662.00	347,662.00	38,323.82	38,323.82	309,338.18	88.98 %
550 - Capital Outlay	1,003,000.00	1,003,000.00	0.00	0.00	1,003,000.00	100.00 %
570 - Other Financing Uses	177,000.00	177,000.00	77.50	77.50	176,922.50	99.96 %
Fund: 641 - WATER Surplus (Deficit):	-995,466.00	-995,466.00	63,563.86	63,563.86	1,059,029.86	106.39 %
Fund: 651 - ELECTRIC						
460 - Investment Income	8,500.00	8,500.00	649.21	649.21	-7,850.79	92.36 %
470 - Miscellaneous Revenues	2,430,000.00	2,430,000.00	0.00	0.00	-2,430,000.00	100.00 %
503 - Supplies	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
570 - Other Financing Uses	3,150,000.00	3,150,000.00	0.00	0.00	3,150,000.00	100.00 %
Fund: 651 - ELECTRIC Surplus (Deficit):	-712,500.00	-712,500.00	649.21	649.21	713,149.21	100.09 %

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Budget Report

For Fiscal: 2014-2015 Period Ending: 10/31/2014

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 661 - STORMWATER						
412 - Intergovernmental	28,759.00	28,759.00	0.00	0.00	-28,759.00	100.00 %
420 - Charges for Services	19,370.00	19,370.00	1,069.89	1,069.89	-18,300.11	94.48 %
460 - Investment Income	1,200.00	1,200.00	107.78	107.78	-1,092.22	91.02 %
470 - Miscellaneous Revenues	40,000.00	40,000.00	0.00	0.00	-40,000.00	100.00 %
480 - Other Financing Uses	50,000.00	50,000.00	0.00	0.00	-50,000.00	100.00 %
503 - Supplies	41,369.00	41,369.00	17.85	17.85	41,351.15	99.96 %
504 - Contract Services	107,205.00	107,205.00	5,587.97	5,587.97	101,617.03	94.79 %
550 - Capital Outlay	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
570 - Other Financing Uses	230,000.00	230,000.00	0.00	0.00	230,000.00	100.00 %
Fund: 661 - STORMWATER Surplus (Deficit):	-289,245.00	-289,245.00	-4,428.15	-4,428.15	284,816.85	98.47 %
Fund: 713 - CASH & INVESTMENT POOL						
470 - Miscellaneous Revenues	0.00	0.00	10.00	10.00	10.00	0.00 %
Fund: 713 - CASH & INVESTMENT POOL Total:	0.00	0.00	10.00	10.00	10.00	0.00 %
Fund: 721 - GIS SERVICES						
460 - Investment Income	150.00	150.00	7.66	7.66	-142.34	94.89 %
480 - Other Financing Uses	109,800.00	109,800.00	310.00	310.00	-109,490.00	99.72 %
500 - Personnel	76,979.00	76,979.00	5,904.68	5,904.68	71,074.32	92.33 %
503 - Supplies	6,900.00	6,900.00	0.00	0.00	6,900.00	100.00 %
504 - Contract Services	14,600.00	14,600.00	11.81	11.81	14,588.19	99.92 %
560 - Debt Service	34,500.00	34,500.00	310.00	310.00	34,190.00	99.10 %
Fund: 721 - GIS SERVICES Surplus (Deficit):	-23,029.00	-23,029.00	-5,908.83	-5,908.83	17,120.17	74.34 %
Fund: 811 - UNEMPLOYMENT COMP						
460 - Investment Income	160.00	160.00	16.83	16.83	-143.17	89.48 %
470 - Miscellaneous Revenues	14,963.00	14,963.00	0.00	0.00	-14,963.00	100.00 %
504 - Contract Services	65,000.00	65,000.00	0.00	0.00	65,000.00	100.00 %
Fund: 811 - UNEMPLOYMENT COMP Surplus (Deficit):	-49,877.00	-49,877.00	16.83	16.83	49,893.83	100.03 %
Fund: 812 - HEALTH INSURANCE						
460 - Investment Income	1,500.00	1,500.00	171.52	171.52	-1,328.48	88.57 %
470 - Miscellaneous Revenues	1,934,500.00	1,934,500.00	143,825.76	143,825.76	-1,790,674.24	92.57 %
504 - Contract Services	2,551,740.00	2,551,740.00	147,946.10	147,946.10	2,403,793.90	94.20 %
Fund: 812 - HEALTH INSURANCE Surplus (Deficit):	-615,740.00	-615,740.00	-3,948.82	-3,948.82	611,791.18	99.36 %
Report Surplus (Deficit):	-12,584,883.00	-12,584,883.00	-246,282.89	-246,282.89	12,338,600.11	98.04 %

12/5/2014 8:38:59 AM



City of Scottsbluff
Detail of taxes category

Budget Report

Account Summary

For Fiscal: 2014-2015 Period Ending: 10/31/2014

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 111 - GENERAL						
Category: 400 - Taxes						
111-41111-000	PROPERTY TAX-GENERAL	175,000.00	175,000.00	7,165.16	7,165.16	-167,834.84 95.91%
111-41112-000	CITY SALES TAX	4,375,000.00	4,375,000.00	387,214.64	387,214.64	-3,987,785.36 91.15%
111-41115-000	FRANCHISE TAX	194,000.00	194,000.00	0.00	0.00	-194,000.00 100.00%
111-41116-000	OTHER OCCUPATION TAX	0.00	0.00	7,430.00	7,430.00	7,430.00 0.00%
111-41116-115	OTHER OCCUPATION TAX	23,000.00	23,000.00	0.00	0.00	-23,000.00 100.00%
111-41117-000	HOTEL OCCUPATION TAX	200,000.00	200,000.00	0.00	0.00	-200,000.00 100.00%
111-41118-000	HOMESTEAD EXEMPTION	40,000.00	40,000.00	0.00	0.00	-40,000.00 100.00%
111-41119-000	PRORATE MTR VEH TAX	4,500.00	4,500.00	532.85	532.85	-3,967.15 88.16%
111-41120-000	MUNI EQUALIZATION PMT	53,373.00	53,373.00	0.00	0.00	-53,373.00 100.00%
111-41131-000	IN LIEU OF TAXES	70,000.00	70,000.00	0.00	0.00	-70,000.00 100.00%
111-41141-000	MOTOR VEHICLE TAX	60,000.00	60,000.00	3,189.19	3,189.19	-56,810.81 94.68%
Category: 400 - Taxes Total:		5,194,873.00	5,194,873.00	405,531.84	405,531.84	-4,789,341.16 92.19 %
Fund: 111 - GENERAL Total:		5,194,873.00	5,194,873.00	405,531.84	405,531.84	-4,789,341.16 92.19 %
Report Total:		5,194,873.00	5,194,873.00	405,531.84	405,531.84	-4,789,341.16 92.19 %

12/5/2014 8:41:43 AM



City of Scottsbluff
General fund expenditures
-by department

Budget Report

Group Summary

For Fiscal: 2014-2015 Period Ending: 10/31/2014

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department: 111 - FINANCE						
500 - Personnel	120,484.00	120,484.00	10,156.79	10,156.79	110,327.21	91.57 %
503 - Supplies	22,248.00	22,248.00	1,021.59	1,021.59	21,226.41	95.41 %
504 - Contract Services	43,470.00	43,470.00	18,110.79	18,110.79	25,359.21	58.34 %
570 - Other Financing Uses	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00 %
Department: 111 - FINANCE Total:	190,202.00	190,202.00	29,289.17	29,289.17	160,912.83	84.60 %
Department: 112 - PERSONNEL						
500 - Personnel	15,085.00	15,085.00	1,110.00	1,110.00	13,975.00	92.64 %
503 - Supplies	7,800.00	7,800.00	35.97	35.97	7,764.03	99.54 %
504 - Contract Services	25,445.00	25,445.00	4.73	4.73	25,440.27	99.98 %
Department: 112 - PERSONNEL Total:	48,330.00	48,330.00	1,150.70	1,150.70	47,179.30	97.62 %
Department: 113 - COUNCIL						
500 - Personnel	21,100.00	21,100.00	1,622.98	1,622.98	19,477.02	92.31 %
503 - Supplies	2,600.00	2,600.00	1,489.00	1,489.00	1,111.00	42.73 %
504 - Contract Services	2,950.00	2,950.00	0.00	0.00	2,950.00	100.00 %
570 - Other Financing Uses	250,000.00	250,000.00	0.00	0.00	250,000.00	100.00 %
Department: 113 - COUNCIL Total:	276,650.00	276,650.00	3,111.98	3,111.98	273,538.02	98.88 %
Department: 114 - CITY MANAGER						
500 - Personnel	34,680.00	34,680.00	2,670.35	2,670.35	32,009.65	92.30 %
503 - Supplies	53,700.00	53,700.00	0.00	0.00	53,700.00	100.00 %
504 - Contract Services	122,200.00	122,200.00	877.53	877.53	121,322.47	99.28 %
Department: 114 - CITY MANAGER Total:	210,580.00	210,580.00	3,547.88	3,547.88	207,032.12	98.32 %
Department: 115 - CITY CLERK						
500 - Personnel	13,965.00	13,965.00	1,064.00	1,064.00	12,901.00	92.38 %
503 - Supplies	2,150.00	2,150.00	20.98	20.98	2,129.02	99.02 %
504 - Contract Services	14,700.00	14,700.00	878.54	878.54	13,821.46	94.02 %
Department: 115 - CITY CLERK Total:	30,815.00	30,815.00	1,963.52	1,963.52	28,851.48	93.63 %
Department: 116 - MIS						
503 - Supplies	38,500.00	38,500.00	8.69	8.69	38,491.31	99.98 %
504 - Contract Services	20,700.00	20,700.00	87.00	87.00	20,613.00	99.58 %
Department: 116 - MIS Total:	59,200.00	59,200.00	95.69	95.69	59,104.31	99.84 %
Department: 121 - DEVELOPMENT SERVICES						
500 - Personnel	421,130.00	421,130.00	30,555.75	30,555.75	390,574.25	92.74 %
503 - Supplies	10,679.00	10,679.00	139.99	139.99	10,539.01	98.69 %
504 - Contract Services	81,170.00	81,170.00	28,839.50	28,839.50	52,330.50	64.47 %
570 - Other Financing Uses	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00 %
Department: 121 - DEVELOPMENT SERVICES Total:	519,979.00	519,979.00	59,535.24	59,535.24	460,443.76	88.55 %
Department: 141 - FIRE						
500 - Personnel	1,401,863.00	1,401,863.00	193,865.97	193,865.97	1,207,997.03	86.17 %
503 - Supplies	49,903.00	49,903.00	391.71	391.71	49,511.29	99.22 %
504 - Contract Services	71,613.00	71,613.00	11,875.84	11,875.84	59,737.16	83.42 %
Department: 141 - FIRE Total:	1,523,379.00	1,523,379.00	206,133.52	206,133.52	1,317,245.48	86.47 %
Department: 142 - POLICE						
500 - Personnel	2,738,060.00	2,738,060.00	248,379.32	248,379.32	2,489,680.68	90.93 %
503 - Supplies	118,886.00	118,886.00	360.78	360.78	118,525.22	99.70 %
504 - Contract Services	390,985.00	390,985.00	64,099.62	64,099.62	326,885.38	83.61 %
570 - Other Financing Uses	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
Department: 142 - POLICE Total:	3,297,931.00	3,297,931.00	312,839.72	312,839.72	2,985,091.28	90.51 %

12/5/2014 8:39:32 AM

Budget Report

For Fiscal: 2014-2015 Period Ending: 10/31/2014

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department: 143 - EMERGENCY MANAGEMENT						
500 - Personnel	93,698.00	93,698.00	24,119.63	24,119.63	69,578.37	74.26 %
503 - Supplies	8,335.00	8,335.00	0.00	0.00	8,335.00	100.00 %
504 - Contract Services	1,850.00	1,850.00	0.00	0.00	1,850.00	100.00 %
Department: 143 - EMERGENCY MANAGEMENT Total:	103,883.00	103,883.00	24,119.63	24,119.63	79,763.37	76.78 %
Department: 151 - LIBRARY						
500 - Personnel	505,114.00	505,114.00	37,415.88	37,415.88	467,698.12	92.59 %
503 - Supplies	69,053.00	69,053.00	7,354.07	7,354.07	61,698.93	89.35 %
504 - Contract Services	87,633.00	87,633.00	17,784.86	17,784.86	69,848.14	79.71 %
Department: 151 - LIBRARY Total:	661,800.00	661,800.00	62,554.81	62,554.81	599,245.19	90.55 %
Department: 171 - PARKS						
500 - Personnel	722,395.00	722,395.00	61,678.57	61,678.57	660,716.43	91.46 %
503 - Supplies	59,252.00	59,252.00	195.23	195.23	59,056.77	99.67 %
504 - Contract Services	211,048.00	211,048.00	113,619.00	113,619.00	97,429.00	46.16 %
550 - Capital Outlay	100,000.00	100,000.00	0.00	0.00	100,000.00	100.00 %
Department: 171 - PARKS Total:	1,092,695.00	1,092,695.00	175,492.80	175,492.80	917,202.20	83.94 %
Department: 172 - RECREATION						
500 - Personnel	277,143.00	277,143.00	16,411.98	16,411.98	260,731.02	94.08 %
503 - Supplies	43,027.00	43,027.00	1,723.48	1,723.48	41,303.52	95.99 %
504 - Contract Services	529,085.00	529,085.00	11,046.77	11,046.77	518,038.23	97.91 %
Department: 172 - RECREATION Total:	849,255.00	849,255.00	29,182.23	29,182.23	820,072.77	96.56 %
Report Total:	8,864,699.00	8,864,699.00	909,016.89	909,016.89	7,955,682.11	89.75 %

12/5/2014 8:39:32 AM

City of Scottsbluff, Nebraska

Monday, December 15, 2014

Regular Meeting

Item Pub. Hear.1

Council to conduct a public hearing as set for the date at 6:05 p.m. to consider the creation of a Paving District 312 and Water District 105 in Block 2, Reganis Subdivision and Block 1A, Scotts Bluff County College Tract.

Staff Contact: Annie Folck, City Planner

Timothy Reganis

1462 Ambassador Way
Salt Lake City, UT 84108

(801) 582-1454 Home (308) 641-0897 Cell (308) 632-8200 Work tim@reganis.com E-Mail

August 21, 2014

City of Scottsbluff
Attn: Randy Meininger, Honorable Mayor
2525 Circle Drive
Scottsbluff, NE 69361

RE: Reganis Subdivision
 12th Avenue and Winters Creek Drive Extension
 Improvement Districts

Honorable Mayor Meininger:

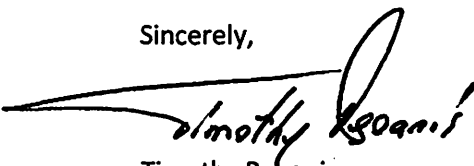
I would like to express my appreciation to the City of Scottsbluff and its staff in their efforts and support as we continue to develop the Reganis Subdivision. Our intent is to provide a quality site to attract quality businesses to one of the key areas within Scottsbluff. Our Honda dealership continues to progress and with the recent announcement of the Fairfield Inn and Suites, we are very excited about what the future holds.

On April 25, 2014, property owners as well as City staff met to discuss the best means to develop, construct and pay for the necessary infrastructure within the Reganis development. Currently, there are three property owners adjacent to the necessary improvements: Western Nebraska Community College, 2627 Lodging, and me. With the support of city staff, all parties agreed to cooperate and suggested that we request the City of Scottsbluff to develop improvement districts to help facilitate the necessary projects.

As the majority property owner within the proposed districts, I am respectfully requesting that the City of Scottsbluff creates the necessary water and paving improvement districts to complete the projects. I am also respectfully requesting that you appoint M.C. Schaff & Associates as the "Special Engineer" for the projects as they have led the creation of the subdivision.

Thank you for your consideration.

Sincerely,



Timothy Reganis

NOTICE OF PUBLIC HEARING

Notice is given that on December 15, 2014, at 6:05 p.m., the Scottsbluff City Council will hold a public hearing in the City Council Chambers, 2525 Circle Drive, Scottsbluff, Nebraska. The hearing concerns the proposed creation of Paving District 312 and Water District 105.

1. The proposed district is located within the following boundaries:

A parcel of land situated in the South One-Half of Section 13, Township 22 North, Range 55 West of the 6th P.M., in the City of Scottsbluff, Scotts Bluff County, Nebraska, more particularly described as follows:

Commencing at the South Quarter corner of said Section 13, thence N 88°20'42" W (an assumed bearing) a distance of 469.05 feet on the south line of said Section 13; thence N 00°25'03" W a distance of 33.02 feet to the northerly right-of-way of 27th Street and also the Point of Beginning; thence continuing N 00°25'03" W a distance of 17.01 feet to the southeast corner of Block 9, Reganis Subdivision; thence continuing N 00°25'03" W a distance of 391.35 feet to the northeast corner of Block 9, Reganis Subdivision; thence continuing N 00°25'03" W a distance of 30.02 feet; thence N 88°20'01" W a distance of 207.96 feet to the southeast corner of said Block 2, Reganis Subdivision; thence continuing N 88°20'01" W a distance of 308.54 feet on said south line of said Block 2; thence S 55°43'34" W a distance of 64.12 feet on said south line of Block 2; thence N 40°19'59" W a distance of 74.18 feet on the southwesterly line of said Block 2; thence N 88°20'01" W a distance of 128.14 feet in unplatted land; thence N 15°40'21" E a distance of 212.88 feet to the south right-of way line of Winter Creek Drive; thence southeasterly a distance of 30.38 feet on a curve with a central angle of 15°24'04", a chord bearing of S 70°48'41" E, a radius of 113.01 feet, a chord length of 30.28 feet to the intersection of said curve and the extension of the west line of Lot 3, Block 2, Idlewylde Addition; thence N 02°15'37" E approximately a distance of 70.08 feet more or less on the said extension of the west line of Lot 3, Block 2, Idlewylde Addition to the southwest corner of said Lot 3, Block 2, Idlewylde Addition; thence 54.99 feet on a curve with a central angle of 17°03'26", a chord bearing of S 63°43'54" E, a radius of 184.70 feet, a chord length of 54.78 feet on the southerly line of said Lot 3; thence S 54°31'44" E on the southerly line of said Lot 3, a distance of 50.12 feet ; thence N 24°41'36" E on the southeasterly line of said Lot 3 a distance of 71.88 feet; thence N 02°11'08" E a distance of 179.81 feet on the east lines of Lots 2 & 3, Block 2, Idlewylde Addition to the Southwest corner of Lot 1, Block 18, Re-plat No. 2, Idlewylde Addition; thence 289.88 feet on a curve with a central angle of 50°57'19", a chord bearing of N 66°45'08" E, a radius of 325.95 feet, a chord length of 280.42 feet northeasterly on the south line of Block 18, Idlewylde Addition; thence N 41°16'29" E a distance of 128.09 feet on the south line of said Block 18 to a point of curvature; thence northeasterly 190.65 feet on said curve with a central angle of 31°13'34", a chord bearing of N 56°53'16" E, a radius of 349.82 feet, a chord length of 188.30 feet on the south line of said Block 18; thence N 72°30'03" E a distance of 33.61 feet to the southeast corner of said Lot 5, Block 18, Re-Plat No. 2 Idlewylde Addition; thence N 25°08'46" W, on the east line of said Lot 5 a distance of 15.23 feet to the point of intersection with the westerly extension of the south line of Lot 5, Block 15 Idlewylde Addition; thence continuing N 65°17'18" E a distance

of 366.79 feet to a point, said point being 333.00 feet distant and perpendicular to the centerline of 12th Avenue, along the south line projection of said Lot 5, Block 15, Idlewylde Addition into Block 1A, Scotts Bluff County college Tract; thence S 28°50'42" E a distance of 108.45 feet, being 333.00 feet perpendicular and parallel with said centerline of 12th Avenue to the point of curvature; thence southeasterly a distance of 590.34 feet on said curve with a central angle of 23°06'58", a radius of 1463.23 feet, a chord bearing of S 17°17'49" E, a chord length of 586.35 feet, being 333.00 feet perpendicular and parallel with said centerline of 12th Avenue; thence S 05°43'29" E a distance of 214.72 feet, being 333.00 feet perpendicular and parallel with said centerline of 12th Avenue to the point of curvature; thence southeasterly a distance of 162.06 feet on said curve with a central angle of 05°34'01", a radius of 1667.93 feet, a chord bearing of S 08°30'53" E, and a chord length of 162.00', being 333.00 feet perpendicular and parallel with said centerline of 12th Avenue; thence S 23°57'21" E a distance of 213.09 feet to a point on the west line of Block 1A, Scotts Bluff County College Tract; thence S 02°07'18" W a distance of 216.98 feet on the west line of said Block 1A to the northerly right-of-way line of 27th Street; thence N 88°30'35" W a distance of 206.10 feet on said right-of-way; thence N 88°20'42" W a distance of 470.20 feet on said right-of-way to the Point of Beginning.

2. The following parcels are proposed for inclusion within the district:
Block 2, Reganis Subdivision, Block 1A, Scotts Bluff County College Tract, and all unplatted lands located within the district boundary.
3. Public improvements are proposed to be constructed according to plans and specifications and cost estimates to be adopted later.
4. If approved, the costs of construction of the improvements will be assessed against the property within the district which is specially benefitted, in proportion to the benefits.

/s/ Cindy Dickinson, City Clerk

Print 3 Times:

11/21/14; 11/28/14; 12/5/14

One affidavit of publication

City of Scottsbluff, Nebraska

Monday, December 15, 2014

Regular Meeting

Item Pub. Hear.2

Council to consider the Ordinance creating Paving District No. 312.

Staff Contact: Annie Folck, City Planner

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA CREATING PAVING DISTRICT NO. 312; DEFINING THE SAME AND THE LIMITS THEREOF; PROVIDING FOR PAVING, GRADING, CURBING AND GUTTERING, OR SUCH OTHER WORK AS IS NECESSARY AND INCIDENTAL THERETO; PROVIDING FOR PLANS, SPECIFICATIONS, ESTIMATES OF COST AND SECURING OF BIDS; PROVIDING FOR THE PAYMENT OF SUCH WORK AND OTHER EXPENSES INCIDENTAL THERETO; PROVIDING FOR ASSESSMENT OF THE COST OF SAID IMPROVEMENTS AGAINST THE PROPERTY IN SAID DISTRICT ESPECIALLY BENEFITTED THEREBY IN PROPORTION TO SAID BENEFITS; PROVIDING FOR THE ISSUANCE OF DISTRICT IMPROVEMENT WARRANTS AND DISTRICT AND INTERSECTION IMPROVEMENT BONDS AND FOR THE LEVY OF SPECIAL ASSESSMENTS AND GENERAL TAXES TO PAY FOR SAID IMPROVEMENTS; PROVIDING FOR THE REPEALING OF ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE AND THE TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

Section 1. Pursuant to the provisions of Section 16-617, *et seq.*, Reissue Revised Statutes of Nebraska, as amended, Paving District No. 312 (the "District") of the City of Scottsbluff, Nebraska (the "City") is hereby created.

Section 2. Said District shall include and encompass the designated portions of the following streets in the City and the limits, boundaries and improvements are defined and established as follows:

THE OUTER BOUNDARIES OF THE DISTRICT ARE:

A parcel of land situated in the South One-Half of Section 13, Township 22 North, Range 55 West of the 6th P.M., in the City of Scottsbluff, Scotts Bluff County, Nebraska, more particularly described as follows:

Commencing at the South Quarter corner of said Section 13, thence N 88°20'42" W (an assumed bearing) a distance of 469.05 feet on the south line of said Section 13; thence N 00°25'03" W a distance of 33.02 feet to the northerly right-of-way of 27th Street and also the Point of Beginning; thence continuing N 00°25'03" W a distance of 17.01 feet to the southeast corner of Block 9, Reganis Subdivision; thence continuing N 00°25'03" W a distance of 391.35 feet to the northeast corner of Block 9, Reganis Subdivision; thence continuing N 00°25'03" W a distance of 30.02 feet; thence N 88°20'01" W a distance of 207.96 feet to the southeast corner of said Block 2, Reganis Subdivision; thence continuing N 88°20'01" W a distance of 308.54 feet on said south line of said Block 2; thence S 55°43'34" W a distance of 64.12 feet on said south line of Block 2; thence N 40°19'59" W a distance of 74.18 feet on the southwesterly line of said Block 2; thence N 88°20'01" W a distance of 128.14 feet in unplatted land; thence N 15°40'21" E a distance of 212.88 feet to the south right-of way line of Winter Creek Drive; thence southeasterly a distance of 30.38 feet on a curve with a central angle of 15°24'04", a chord bearing of S 70°48'41" E, a radius of 113.01 feet, a chord length of 30.28 feet to the intersection of said curve and the extension of the west line of Lot 3, Block 2, Idlewylde Addition; thence N 02°15'37" E approximately a distance of 70.08 feet more or less on the said extension of the west line of Lot 3, Block 2, Idlewylde Addition to the southwest corner of said Lot 3, Block 2, Idlewylde Addition; thence 54.99 feet on a curve with a central angle of 17°03'26", a chord bearing of S 63°43'54" E, a radius of 184.70 feet, a chord length of 54.78 feet on the southerly line of said Lot 3; thence S 54°31'44" E on the southerly line of said Lot 3, a distance of 50.12 feet ; thence N 24°41'36" E on the southeasterly line of said Lot 3 a distance of 71.88 feet; thence N 02°11'08" E a distance of 179.81 feet on the east lines of Lots 2 & 3, Block 2, Idlewylde Addition to the Southwest corner of Lot 1, Block 18, Re-plat No. 2,

Idlewylde Addition; thence 289.88 feet on a curve with a central angle of 50°57'19", a chord bearing of N 66°45'08" E, a radius of 325.95 feet, a chord length of 280.42 feet northeasterly on the south line of Block 18, Idlewylde Addition; thence N 41°16'29" E a distance of 128.09 feet on the south line of said Block 18 to a point of curvature; thence northeasterly 190.65 feet on said curve with a central angle of 31°13'34", a chord bearing of N 56°53'16" E, a radius of 349.82 feet, a chord length of 188.30 feet on the south line of said Block 18; thence N 72°30'03" E a distance of 33.61 feet to the southeast corner of said Lot 5, Block 18, Re-Plat No. 2 Idlewylde Addition; thence N 25°08'46" W, on the east line of said Lot 5 a distance of 15.23 feet to the point of intersection with the westerly extension of the south line of Lot 5, Block 15 Idlewylde Addition; thence continuing N 65°17'18" E a distance of 366.79 feet to a point, said point being 333.00 feet distant and perpendicular to the centerline of 12th Avenue, along the south line projection of said Lot 5, Block 15, Idlewylde Addition into Block 1A, Scotts Bluff County college Tract; thence S 28°50'42" E a distance of 108.45 feet, being 333.00 feet perpendicular and parallel with said centerline of 12th Avenue to the point of curvature; thence southeasterly a distance of 590.34 feet on said curve with a central angle of 23°06'58", a radius of 1463.23 feet, a chord bearing of S 17°17'49" E, a chord length of 586.35 feet, being 333.00 feet perpendicular and parallel with said centerline of 12th Avenue; thence S 05°43'29" E a distance of 214.72 feet, being 333.00 feet perpendicular and parallel with said centerline of 12th Avenue to the point of curvature; thence southeasterly a distance of 162.06 feet on said curve with a central angle of 05°34'01", a radius of 1667.93 feet, a chord bearing of S 08°30'53" E, and a chord length of 162.00', being 333.00 feet perpendicular and parallel with said centerline of 12th Avenue; thence S 23°57'21" E a distance of 213.09 feet to a point on the west line of Block 1A, Scotts Bluff County College Tract; thence S 02°07'18" W a distance of 216.98 feet on the west line of said Block 1A to the northerly right-of-way line of 27th Street; thence N 88°30'35" W a distance of 206.10 feet on said right-of-way; thence N 88°20'42" W a distance of 470.20 feet on said right-of-way to the Point of Beginning.

THE STREET TO BE IMPROVED BY PAVING, GRADING, CURBING AND GUTTERING, DRAINAGE AND STORM SEWER, AND INCIDENTAL WORK CONNECTED THEREWITH IS:

The paving district will include the following portions of streets: Winters Creek from the east line of Primrose Drive to the east line of 12th Avenue. And 12th Avenue from the west line of 27th Street to 120' south of the south line of Talisman Drive, together with all property abutting thereon to wit Block 2, Reganis Subdivision, Block 1A, Scotts Bluff County College Tract and all unplatted lands located within the District Boundary.

Section 3. The City's engineers, M.C. Schaff, Scottsbluff, Nebraska, shall make detailed plans and specifications for said improvements and an estimate of the cost thereof, and shall submit the same to the City Council. Upon approval of the same by the City Council, bids for construction of said work shall be provided by advertisement. On acceptance of any bid therefor, the Mayor and City Clerk are authorized to enter into a contract on behalf of the City for such work, and such contract shall be executed by said Mayor and attested by said City Clerk. The City Council shall have and hereby reserves the right to reject any and all bids received.

Section 4. The work and improvements shall be made at public cost, but special assessments on the properties especially benefitted thereby shall be levied to reimburse the City to the extent provided by law. Property included within the boundaries and limits of said District as hereinbefore described and defined is hereby declared to be benefitted by said work and improvements to the extent as will be determined by the City Council as provided by law and special assessments against the same to be made as hereinafter prescribed.

Section 5. For the purpose of paying for the paving, grading, curbing and guttering, sidewalks, drainage and storm sewer, or such other necessary improvements incidental thereto, the Mayor and City Council may issue district improvement warrants or bond anticipation notes of the City in the form and manner provided by law.

Section 6. To effect the final payment and retirement of said warrants and bond anticipation notes, and to pay for the cost of paving, grading, curbing and guttering, sidewalks, drainage and storm sewer, or other necessary improvements incidental thereto, the Mayor and City Council shall issue bonds in the form and manner provided by law, and may assess the cost of said work to the property in said District in proportion to the benefits derived therefrom.

Section 7. After the passage and publication of this ordinance as in Section 10 provided, there shall be published at least once each week for not less than twenty (20) days, as provided by law, in the Scottsbluff Star-Herald, a newspaper of general circulation in the City, a notice with respect to the District created by the terms of this ordinance, which notice shall provide, among other things, that if the owners of record title representing more than fifty percent (50%) of the front footage of the property abutting or adjoining any continuous or extended street, cul de sac, or alley of the district, or portion thereof which is closed at one end, and who were such owners at the time the ordinance creating the District was published shall file with the City Clerk within twenty (20) days from the first publication of this notice written objections to the improvement of such District, said improvements shall not be made under said Ordinance in such District and said Ordinance shall be repealed. If sufficient objections are not filed against such District in the time and manner aforesaid, the Mayor and City Council shall forthwith proceed to construct such improvements in said District as provided in said Ordinance.

Section 8. The project described in this Ordinance is subject to limited referendum for a period of thirty days from the date of passage of this Ordinance. After the expiration of this thirty-day period, the project and measures related to it will not be subject to any further right of referendum.

Section 9. All provisions of any ordinance adopted prior hereto by the City and in conflict herewith are hereby repealed.

Section 10. This ordinance shall be published in the form and manner provided by law, and shall take effect and be in full force from and after its passage, approval and publication as provided by law.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2014.

ATTEST:

Mayor

City Clerk

City of Scottsbluff, Nebraska

Monday, December 15, 2014

Regular Meeting

Item Pub. Hear.3

Council to consider the Ordinance creating Water District No. 105.

Staff Contact: Annie Folck, City Planner

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA CREATING WATER DISTRICT NO. 105; DEFINING THE BOUNDARIES THEREOF; DIRECTING THE CONSTRUCTION OF THE EXTENSIONS OF WATER LINES; PROVIDING FOR PLANS, SPECIFICATIONS, ESTIMATES OF COSTS AND SECURING OF BIDS; PROVIDING FOR THE PAYMENT OF SUCH WORK AND OTHER EXPENSES INCIDENTAL THERETO; PROVIDING FOR THE ASSESSMENT OF THE COSTS OF SAID IMPROVEMENTS AGAINST THE PROPERTY IN SAID DISTRICT ESPECIALLY BENEFITTED THEREBY TO THE EXTENT OF SAID BENEFIT; PROVIDING FOR THE ISSUANCE OF WARRANTS AND DISTRICT WATER SERVICE EXTENSION BONDS AND FOR THE LEVY OF SPECIAL ASSESSMENTS AND GENERAL TAXES TO PAY FOR SAID IMPROVEMENTS; PROVIDING FOR THE REPEALING OF ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE AND PROVIDING THE TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

Section 1. The Mayor and City Council of the City of Scottsbluff, Nebraska (the "City") hereby deem it necessary and advisable to extend municipal water service to territory beyond the existing systems as herein provided.

Section 2. Pursuant to the provisions of Revised States of Nebraska, as amended, Water District No. 105 (the "District") of the City is hereby created, the outer boundaries of which are as follows, to-wit:

THE FOLLOWING PARCELS OF LAND ARE INCLUDED IN SAID DISTRICT AND ARE SUBJECT TO ASSESSMENT:

A parcel of land situated in the South One-Half of Section 13, Township 22 North, Range 55 West of the 6th P.M., in the City of Scottsbluff, Scotts Bluff County, Nebraska, more particularly described as follows:

Commencing at the South Quarter corner of said Section 13, thence N 88°20'42" W (an assumed bearing) a distance of 469.05 feet on the south line of said Section 13; thence N 00°25'03" W a distance of 33.02 feet to the northerly right-of-way of 27th Street and also the Point of Beginning; thence continuing N 00°25'03" W a distance of 17.01 feet to the southeast corner of Block 9, Reganis Subdivision; thence continuing N 00°25'03" W a distance of 391.35 feet to the northeast corner of Block 9, Reganis Subdivision; thence continuing N 00°25'03" W a distance of 30.02 feet; thence N 88°20'01" W a distance of 207.96 feet to the southeast corner of said Block 2, Reganis Subdivision; thence continuing N 88°20'01" W a distance of 308.54 feet on said south line of said Block 2; thence S 55°43'34" W a distance of 64.12 feet on said south line of Block 2; thence N 40°19'59" W a distance of 74.18 feet on the southwesterly line of said Block 2; thence N 88°20'01" W a distance of 128.14 feet in unplatted land; thence N 15°40'21" E a distance of 212.88 feet to the south right-of way line of Winter Creek Drive; thence southeasterly a distance of 30.38 feet on a curve with a central angle of 15°24'04", a chord bearing of S 70°48'41" E, a radius of 113.01 feet, a chord length of 30.28 feet to the intersection of said curve and the extension of the west line of Lot 3, Block 2, Idlewylde Addition; thence N 02°15'37" E approximately a distance of 70.08 feet more or less on the said extension of the west line of Lot 3, Block 2, Idlewylde Addition to the southwest corner of said Lot 3, Block 2, Idlewylde Addition; thence 54.99 feet on a curve with a central angle of 17°03'26", a chord bearing of S 63°43'54" E, a radius of 184.70 feet, a chord length of 54.78 feet on the southerly line of said Lot 3; thence S 54°31'44" E on the southerly line of said Lot 3, a distance of 50.12 feet ; thence N 24°41'36" E on

the southeasterly line of said Lot 3 a distance of 71.88 feet; thence N 02°11'08" E a distance of 179.81 feet on the east lines of Lots 2 & 3, Block 2, Idlewylde Addition to the Southwest corner of Lot 1, Block 18, Re-plat No. 2, Idlewylde Addition; thence 289.88 feet on a curve with a central angle of 50°57'19", a chord bearing of N 66°45'08" E, a radius of 325.95 feet, a chord length of 280.42 feet northeasterly on the south line of Block 18, Idlewylde Addition; thence N 41°16'29" E a distance of 128.09 feet on the south line of said Block 18 to a point of curvature; thence northeasterly 190.65 feet on said curve with a central angle of 31°13'34", a chord bearing of N 56°53'16" E, a radius of 349.82 feet, a chord length of 188.30 feet on the south line of said Block 18; thence N 72°30'03" E a distance of 33.61 feet to the southeast corner of said Lot 5, Block 18, Re-Plat No. 2 Idlewylde Addition; thence N 25°08'46" W, on the east line of said Lot 5 a distance of 15.23 feet to the point of intersection with the westerly extension of the south line of Lot 5, Block 15 Idlewylde Addition; thence continuing N 65°17'18" E a distance of 366.79 feet to a point, said point being 333.00 feet distant and perpendicular to the centerline of 12th Avenue, along the south line projection of said Lot 5, Block 15, Idlewylde Addition into Block 1A, Scotts Bluff County college Tract; thence S 28°50'42" E a distance of 108.45 feet, being 333.00 feet perpendicular and parallel with said centerline of 12th Avenue to the point of curvature; thence southeasterly a distance of 590.34 feet on said curve with a central angle of 23°06'58", a radius of 1463.23 feet, a chord bearing of S 17°17'49" E, a chord length of 586.35 feet, being 333.00 feet perpendicular and parallel with said centerline of 12th Avenue; thence S 05°43'29" E a distance of 214.72 feet, being 333.00 feet perpendicular and parallel with said centerline of 12th Avenue to the point of curvature; thence southeasterly a distance of 162.06 feet on said curve with a central angle of 05°34'01", a radius of 1667.93 feet, a chord bearing of S 08°30'53" E, and a chord length of 162.00', being 333.00 feet perpendicular and parallel with said centerline of 12th Avenue; thence S 23°57'21" E a distance of 213.09 feet to a point on the west line of Block 1A, Scotts Bluff County College Tract; thence S 02°07'18" W a distance of 216.98 feet on the west line of said Block 1A to the northerly right-of-way line of 27th Street; thence N 88°30'35" W a distance of 206.10 feet on said right-of-way; thence N 88°20'42" W a distance of 470.20 feet on said right-of-way to the Point of Beginning.

Together with all property abutting thereon to wit Block 2, Reganis Subdivision, Block 1A, Scotts Bluff County College Tract and all unplatted lands located within the District Boundary.

The work and improvements shall be made at public cost, but special assessments on the properties especially benefitted thereby shall be levied to reimburse the City to the extent provided by law.

Section 3. There shall be constructed water mains within the District as follows:

NEED TYPE OF WATER MAINS, DIAMETER AND FEET

Section 4. The construction of the improvements in the District as set forth above shall be in accordance with the plans and specifications prepared by the City's special engineers, the CDS Engineering Corporation, now on file with the Clerk of the City, reference to which is hereby made. The engineer's estimate, now on file with the City Clerk, of the total cost of the proposed improvements for the District is \$_____. The plans, specifications and estimates of costs for the work in the District be and the same are hereby approved.

Section 5. The work and improvements shall be made a public cost, but special assessments on the properties especially benefitted hereby may be levied to reimburse the City to the extent provided by law. Property included within the boundaries and limits of said District as hereinbefore described and defined is hereby declared to be benefitted by said work and improvements to the extent as will be determined by the City Council as provided by law and special assessments against the same to be made as hereinafter prescribed.

Section 6. For the purpose of paying for said improvements, the Mayor and City Council of the City may issue district improvement warrants or bond anticipation notes of the City in the form and manner provided by law.

Section 7. To effect the final payment in retirement of said warrants and bond anticipation notes, and to pay the cost of said improvements, the Mayor and City Council shall issue bonds in the form and manner provided by law, and may assess the cost of said work to the property in said District in proportion to the benefits derived therefrom.

Section 8. Bids shall be taken and contracts let for the construction of said extension as provided by law. The City Clerk is hereby instructed to publish the official advertisement for bids included in the specifications heretofore approved, in the Scottsbluff Star Herald as provided by law. The City Council shall have and hereby reserves the right to reject any and all bids.

Section 9. All provisions of any ordinance adopted prior hereto by the City and in conflict herewith are hereby repealed.

Section 10. Water District No. 105 is located entirely within the corporate limits of the City of Scottsbluff, Nebraska or within one mile thereof.

Section 11. This ordinance shall be published in the form and manner provided by law, and shall take effect and be in full force and effect from and after its passage, approval and publication as prescribed by law.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2014.

Mayor

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

Deputy City Attorney

City of Scottsbluff, Nebraska

Monday, December 15, 2014

Regular Meeting

Item Public Inp1

Approve issuance of a special arts-related event wine permits for the West Nebraska Arts Center, 106 East 18th Street and special designated liquor licenses for events on 1/10/15 and 3/5/15.

Staff Contact: Cindy Dickinson, City Clerk

MEMORANDUM

TO: Rick Kuckkahn, City Manager

FROM: Kevin Spencer, Chief of Police

CC: Cindy Dickinson, City Clerk

DATE: December 10, 2014

RE: Request for a Special Designated License (SDL) – West Nebraska Arts Center 106 E 18th St Scottsbluff, NE

In regards to the West Nebraska Arts Center application for two Special Designated Licenses (SDL) for the dates of January 10, 2015 and March 5, 2015, the first event being a fundraiser winetasting and the second a gallery reception, there will be sufficient law enforcement officers on duty to handle regular patrol duties in the city and to respond to the Arts Center in the event of a problem. As always, we would insist that management have adequate staff on hand to closely monitor the event and take steps to ensure minors do not drink.

The police department does not object to the issuance of the Special Designated License.

Kevin Spencer
Chief of Police

SPECIAL ARTS-RELATED EVENT WINE PERMIT APPLICATION

CITY OF SCOTTSBLUFF

Date of Event 1-10-15 Starting Time 6:00 P.M. Termination Time 11:00 P.M.

Organization Name NEBRASKA ARTS CENTER

Address/Phone 106 EAST 18TH STREET, SCOTTSBLUFF NE 69302-2226

Authorized Head of Organization - Name MASON BURBACH

Address/Phone 106 EAST 18TH STREET 308.632.2226

Description of Event: FUNDRAISER FOR WMAC, WINE TASTING

Estimated Attendance: 125

Event Chairman(s) Name(s) MASON BURBACH

Address/Phone 106 EAST 18TH ST. 632-2226

The undersigned acknowledges reading a copy of the applicable ordinances and agrees to comply thereby:

Signed: Mason Burbach Address: 106 E. 18TH ST.

Phone: 308-632-2226 Date of Application 12-5-14

APPLICANT
REMARKS:

Thank you!

This permit authorizes the consumption of wine on the described premise by individuals who are of the drinking age. Other restrictions are as follows:

Approved by Mayor and City Council on _____

CITY CLERK

DATE: _____

cc: Police Chief

APPLICATION FOR SPECIAL DESIGNATED LICENSE

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.ne.gov/

PLEASE USE CURRENT FORMS ON FUTURE SDLS.
THESE FORMS CAN BE DOWNLOADED FROM OUR
WEBSITE AT: www.lcc.ne.gov

Special Designated License (SDL) Application Quick Checklist

Requirements:

- ✓ Application must be received in Nebraska Liquor Control Commission (NLCC) office a **MINIMUM** of ten (10) working days prior to the date of event (when counting days exclude weekends and holidays) **NO EXCEPTIONS**
- ✓ Application **MUST** include approval from the local governing body (city, village or county clerk of where the event is to be held)
- ✓ When requesting an exemption from NLCC rules, i.e. waiver of double fencing, request must be received in (NLCC) office a **MINIMUM** of 30 days prior to the date of the event
- ✓ All questions on application must be completed legibly
- ✓ Include \$40 fee, for each day/area applying for, checks made payable to Nebraska Liquor Control Commission (NLCC), if liquor caterer no fees required
- ✓ When requesting alternate date(s) or location(s), approval from local governing body must include approval for these alternate date(s) or locations(s)
- ✓ When requesting an outdoor area you must include a sketch of area to be licensed

Non Profit Application **MUST**:

- ✓ Include page five (5) of application showing federal ID number

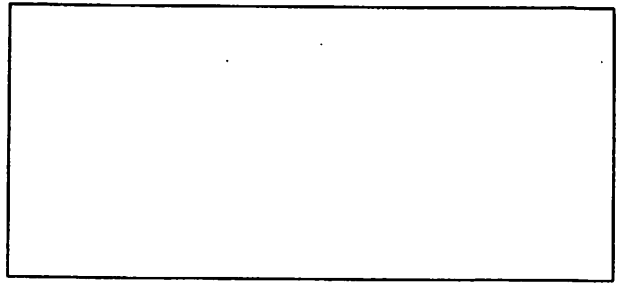
Information:

- ✓ Non caterer applicants are only allowed six (6) SDLs per calendar year, this includes consecutive days used on one application (i.e. July 4 – 9 = 6 days)
- ✓ Applications may be submitted via e-mail to michelle.porter@nebraska.gov or faxed to (402) 471-2814
- ✓ Must use the most current form 108. Forms are available on our web site at www.lcc.ne.gov/formsdiv.html, or by calling our main number (402) 471-2571
- ✓ Reference statutes: §53-124.11, rules 2-013.01 and 6-019.01W 1,2,3
- ✓ Only twelve (12) SDLs will be issued at any specific location that could otherwise hold a liquor license

FORM 108
REV 5/12
Page 1 of 5

**APPLICATION FOR SPECIAL
DESIGNATED LICENSE**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.ne.gov/



DO YOU NEED POSTERS? YES ☒ NO ☐

RETAIL LICENSE HOLDERS ☐

NON PROFIT APPLICANTS ☒

Non Profit Status (check one that best applies)

Municipal ☐ Political ☐ Fine Arts ☒ Fraternal ☐ Religious ☐ Charitable ☐ Public Service ☐

COMPLETE ALL QUESTIONS

1. Type of alcohol to be served and/or consumed: Beer ☐ Wine ☒ Distilled Spirits ☐

2. Liquor license number and class (i.e. C-55441)
(If you're a nonprofit organization leave blank)

3. Licensee name (last, first,), corporate name or limited liability company (LLC) name
(As it reads on your liquor license)

NAME: MASON BURBACH, WEST NEBRASKA ARTS CENTER

ADDRESS: 106 E. 18TH ST.

CITY SCOTTS BLUFF, NE

ZIP 69361

4. Location where event will be held; name, address, city, county, zip code

BUILDING NAME WEST NEBRASKA ARTS CENTER

ADDRESS: 106 E. 18TH ST. CITY SCOTTS BLUFF

ZIP 69361 COUNTY and COUNTY# 21, SCOTTS BLUFF

a. Is this location within the city/village limits?

YES ☒ NO ☐

b. Is this location within the 150' of church, school, hospital or home
for aged/indigent or for veterans and/or wives?

YES ☐ NO ☒

c. Is this location within 300' of any university or college campus?

YES ☐ NO ☒

FORM 108
REV 5/12
Page 2 of 5

5. Date(s) and Time(s) of event (no more than six (6) consecutive days on one application)

Date <u>1-10-15</u>	Date _____	Date _____	Date _____	Date _____	Date _____
Hours From <u>6:00 P.M.</u>	Hours From _____	Hours From _____	Hours From _____	Hours From _____	Hours From _____
To <u>11:00 P.M.</u>	To _____	To _____	To _____	To _____	To _____

- a. Alternate date: NONE
- b. Alternate location: NONE
(Alternate date or location must be specified in local approval)

6. Indicate type of activity to be carried on during event:

☐ Dance ☐ Reception ☒ Fund Raiser ☐ Beer Garden ☐ Sampling/Tasting
☐ Other _____

7. Description of area to be licensed

Inside building, dimensions of area to be covered IN FEET 73.5 x 33
(not square feet or acres)

*Outdoor area dimensions of area to be covered IN FEET _____ x _____
*SKETCH OF OUTDOOR AREA (or attach copy of sketch)

If outdoor area, how will premises be enclosed?

☐ Fence; snow fence ☐ chain link ☐ cattle panel ☐ other _____
☐ Tent

8. How many attendees do you expect at event? 125

9. If over 150 attendees. Indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages. (Attach separate sheet if needed)

10. Will premises to be covered by license comply with all Nebraska sanitation laws? YES ☒ NO ☐

- a. Are there separate toilets for both men and women? YES ☒ NO ☐

11. Retailer: Will you be purchasing your alcohol from a wholesaler? YES ☐ NO ☐
Non-Profit: Where will you be purchasing your alcohol?

12. Will there be any games of chance operating during the event? YES ☐ NO ☒
(includes wineries)
Wholesaler ☐ Retailer ☒ Both ☐ BYO ☐

If so, describe activity

NOTE: Only games of chance approved by the Department of Revenue, Charitable Gaming Division are permitted. All other forms of gambling are prohibited by State Law. There are no exceptions for Non Profit Organizations or any events raising funds for a charity. This is only an application for a Special Designated License under the Liquor Control Act and is not a gambling permit application.

13. Any other information or requests for exemptions:

14. Name and telephone number/cell phone number of immediate supervisor. This person will be at the location of the event when it occurs, able to answer any questions from Commission and/or law enforcement before and during the event, and who will be responsible for ensuring that any applicable laws, ordinances, rules and regulations are adhered to. PLEASE PRINT LEGIBLY

Print name of Event Supervisor Mason Buebach
Signature of Event Supervisor Mason Buebach
Phone of Event Supervisor: Before 308-632-2226 During 308-632-2226

Consent of Authorized Representative/Applicant

15. I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

sign here Mason Buebach
Authorized Representative/Applicant
Title Executive Director Date 12-5-14

Print Name

Mason Buebach

This individual must be listed on the application as an officer or stockholder unless a letter has been filed appointing an individual as the catering manager allowing them to sign all SDL applications.

The law requires that no special designated license provided for by this section shall be issued by the Commission without the approval of the local governing body. For the purposes of this section, the local governing body shall be the city or village within which the particular place for which the special designated license is requested is located, or if such place is not within the corporate limits of a city or village, then the local governing body shall be the county within which the place for which the special designated license is requested is located.

SPECIAL ARTS-RELATED EVENT WINE PERMIT APPLICATION

CITY OF SCOTTSBLUFF

Date of Event 3-5-15 Starting Time 5:00pm Termination Time 8:00pm

Organization Name WEST NEBRASKA ARTS CENTER

Address/Phone 106 EAST 18th STREET, SCOTTSBLUFF NE 69302-2226

Authorized Head of Organization - Name MASON BURBACH

Address/Phone 308.632.2226

Description of Event: GALLERY RECEPTION - RICHARD SCHAUERMAN EXHIBIT

Estimated Attendance: 100

Event Chairman(s) Name(s) MASON BURBACH

Address/Phone 106 EAST 18th ST. 632-2226

The undersigned acknowledges reading a copy of the applicable ordinances and agrees to comply thereby:

Signed: Mason Burbach Address: 106 E. 18th St.

Phone: 632-2226 Date of Application 12-5-14

REMARKS: Thank you!

APPLICANT

This permit authorizes the consumption of wine on the described premise by individuals who are of the drinking age. Other restrictions are as follows:

Approved by Mayor and City Council on _____

DATE: _____

CITY CLERK

cc: Police Chief

APPLICATION FOR SPECIAL
DESIGNATED LICENSE

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.ne.gov/

DO YOU NEED POSTERS? YES ☐ NO ☒

RETAIL LICENSE HOLDERS ☐

NON PROFIT APPLICANTS ☒

Non Profit Status (check one that best applies)

Municipal ☐ Political ☐ Fine Arts ☒ Fraternal ☐ Religious ☐ Charitable ☐ Public Service ☐

COMPLETE ALL QUESTIONS

1. Type of alcohol to be served and/or consumed: Beer ☐ Wine ☒ Distilled Spirits ☐

2. Liquor license number and class (i.e. C-55441)
(If you're a nonprofit organization leave blank)

3. Licensee name (last, first,), corporate name or limited liability company (LLC) name
(As it reads on your liquor license)

NAME: MASON BUZBACH, WEST NEBRASKA ARTS CENTER

ADDRESS: 106 E. 18TH ST.

CITY SCOTTSBLUFF, NE ZIP 69361

4. Location where event will be held; name, address, city, county, zip code

BUILDING NAME WEST NEBRASKA ARTS CENTER

ADDRESS: 106 E. 18TH ST. CITY SCOTTSBLUFF

ZIP 69361 COUNTY and COUNTY# 21, SCOTTS BLUFF

a. Is this location within the city/village limits?

YES ☒ NO ☐

b. Is this location within the 150' of church, school, hospital or home
for aged/indigent or for veterans and/or wives?

YES ☐ NO ☒

c. Is this location within 300' of any university or college campus?

YES ☐ NO ☒

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5. Date(s) and Time(s) of event (no more than six (6) consecutive days on one application)

Date <u>3-5-15</u> Hours From <u>5:00 P.M.</u> To <u>8:00 P.M.</u>	Date _____ Hours From _____ To _____	Date _____ Hours From _____ To _____	Date _____ Hours From _____ To _____	Date _____ Hours From _____ To _____	Date _____ Hours From _____ To _____
--	--	--	--	--	--

a. Alternate date: NONE

b. Alternate location: NONE
(Alternate date or location must be specified in local approval)

6. Indicate type of activity to be carried on during event:

☐ Dance ☒ Reception ☐ Fund Raiser ☐ Beer Garden ☐ Sampling/Tasting
☐ Other _____

7. Description of area to be licensed

Inside building, dimensions of area to be covered IN FEET 73.5 x 33
(not square feet or acres)

*Outdoor area dimensions of area to be covered IN FEET _____ x _____

*SKETCH OF OUTDOOR AREA (or attach copy of sketch)

If outdoor area, how will premises be enclosed?

☐ Fence; snow fence ☐ chain link ☐ cattle panel ☐ other _____
☐ Tent

8. How many attendees do you expect at event? 100

9. If over 150 attendees. Indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages. (Attach separate sheet if needed)

10. Will premises to be covered by license comply with all Nebraska sanitation laws? YES ☒ NO ☐

a. Are there separate toilets for both men and women? YES ☒ NO ☐

11. Retailer: Will you be purchasing your alcohol from a wholesaler? YES ☐ NO ☐
Non-Profit: Where will you be purchasing your alcohol?

Wholesaler ☐ Retailer ☒ Both ☐ BYO ☐
(includes wineries)

12. Will there be any games of chance operating during the event? YES ☐ NO ☐

If so, describe activity _____

NOTE: Only games of chance approved by the Department of Revenue, Charitable Gaming Division are permitted. All other forms of gambling are prohibited by State Law. There are no exceptions for Non Profit Organizations or any events raising funds for a charity. This is only an application for a Special Designated License under the Liquor Control Act and is not a gambling permit application.

13. Any other information or requests for exemptions: _____

14. Name and telephone number/cell phone number of immediate supervisor. This person will be at the location of the event when it occurs, able to answer any questions from Commission and/or law enforcement before and during the event, and who will be responsible for ensuring that any applicable laws, ordinances, rules and regulations are adhered to. PLEASE PRINT LEGIBLY

Print name of Event Supervisor MASON BURBACH

Signature of Event Supervisor Mason Burbach

Phone of Event Supervisor: Before 308-632-2226 During 308-632-2226

Consent of Authorized Representative/Applicant

15. I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

sign here Mason Burbach EXECUTIVE DIRECTOR 12-5-14
Authorized Representative/Applicant Title Date
MASON BURBACH
Print Name

This individual must be listed on the application as an officer or stockholder unless a letter has been filed appointing an individual as the catering manager allowing them to sign all SDL applications.

The law requires that no special designated license provided for by this section shall be issued by the Commission without the approval of the local governing body. For the purposes of this section, the local governing body shall be the city or village within which the particular place for which the special designated license is requested is located, or if such place is not within the corporate limits of a city or village, then the local governing body shall be the county within which the place for which the special designated license is requested is located.

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City of Scottsbluff, Nebraska

Monday, December 15, 2014

Regular Meeting

Item Bids1

Council to consider awarding the bid to Nebraska Environmental for a new, six wheel sweeper in the amount of \$151,623.00 as the best and lowest bid.

Staff Contact: Mark Bohl, Public Works Director

Agenda Statement

Item No.

For Meeting of: December 15, 2014

AGENDA TITLE: Consideration of bid tabulation for one, new, six wheel street sweeper with conveyor and hopper for the Transportation Department.

SUBMITTED BY: Mark Bohl, Director of Public Works

PRESENTATION BY: Rick Kuckkahn, City Manager

SUMMARY EXPLANATION: Three bids were received and opened on November 25, 2014 at 11:00 A.M. for one, new six wheel street sweeper with squeegee style conveyor and high dump hopper. Nebraska Environmental's bid did meet or exceed all the specifications. Please see bid tabulation below:

	<u>Bid Price</u>	<u>Less Trade-ins</u>	<u>Total</u>
Nebraska Environ.	\$191,623.00	\$40,000.00	\$151,623.00
Floyd's Truck Center	\$221,092.00	\$65,000.00	\$156,092.00
Rose Equipment	\$236,405.00	\$55,000.00	\$181,405.00

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Award bid to Nebraska Environmental for one, new Street Sweeper with Squeegee Style Conveyor and High Dump Hopper meeting all specifications for \$151,623.00.

EXHIBITS

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

Other (specify) ☒ **Bid Sheets**

Notification List: Yes ☐ No ☐ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____

City Manager

**PROPOSAL FOR FURNISHING
ONE (1), NEW SIX WHEEL BROOM STREET SWEEPER WITH SQUEEGEE
STYLE CONVEYOR AND HIGH DUMP HOPPER
For The
TRANSPORTATION DEPARTMENT**

Mayor and City Council
Scottsbluff, Nebraska

Council Members:

I (we) have examined the Notice to Bidders, dated November 3, 2014, Instructions to Bidders, and the Specifications, and submit the following proposal to furnish one (1), new Six Wheel Broom Street Sweeper With Squeegee Style Conveyor and High Dump Hopper for the Transportation Department.

2015 Elgin Broom Badger
Year Make Model #

Less Trade-In: 2008 Elgin Street Sweeper
Model: Pelican, Ser.# NP1000D
\$ 40,000.00

Trade-In Value:

\$ 151,623.00

Price With Trade-Ins:

My Bid for the described Six Wheel Broom Street Sweeper With Trade-Ins:

One Hundred Fifty One Thousand, Six Hundred Twenty Three Dollars
(amount written out fully)

If the City places an order with my firm for the specified equipment, I hereby certify I will deliver a new unit on or before:

01 20 2015 which meets the above specifications.
Month Day Year

Signature of Bidder: [Signature]

Name of Bidder: Greg Oliverius

Company Represented by Bidder: Nebraska Environmental Products

Address of Bidder: 5360 Alvo Rd., Lincoln, NE 68514

Telephone and FAX Number of Bidder: 402-435-0061, 402-435-0644
Nebraska Dealers License DL-05983

**PROPOSAL FOR FURNISHING
ONE (1), NEW SIX WHEEL BROOM STREET SWEEPER WITH SQUEEGEE
STYLE CONVEYOR AND HIGH DUMP HOPPER
For The
TRANSPORTATION DEPARTMENT**

Mayor and City Council
Scottsbluff, Nebraska

Council Members:

I (we) have examined the Notice to Bidders, dated November 3, 2014, Instructions to Bidders, and the Specifications, and submit the following proposal to furnish one (1), new Six Wheel Broom Street Sweeper With Squeegee Style Conveyor and High Dump Hopper for the Transportation Department.

2015 FREIGHTLINER / SCHWARZE m2-106 / m6 AVALANCHE
Year Make Model #

Less Trade-In: 2008 Elgin Street Sweeper
Model: Pelican, Ser.# NP1000D

Trade-In Value: \$ < 65,000 >

\$ 143,837.00 For New SCHWARZE m6
SWEEPER

Price With Trade-Ins: \$ 156,092⁰⁰

\$ 77,255.00 For New Freightliner
m2-106

My Bid for the described Six Wheel Broom Street Sweeper With Trade-Ins:

ONE HUNDRED FIFTY SIX THOUSAND NINE HUNDRED TWENTY TWO DOLLARS + 00/100 -
(amount written out fully)

If the City places an order with my firm for the specified equipment, I hereby certify I will deliver a new unit on or before: IF ORDERED ON TRD DATE

1 15 2015
Month Day Year

which meets the above specifications.

50 TO 60 DAYS FROM TIME OF ORDER PLACED

Signature of Bidder: Tom Cooper GM

Name of Bidder: TOM COOPER

Company Represented by Bidder: FLOYDS TRUCK CENTER INC.

Address of Bidder: 322 S. BELTUE Hwy EAST SCOTTSBLUFF NE 6936

Telephone and FAX Number of Bidder: 308-632-2911 FAX 308-632-5634

**PROPOSAL FOR FURNISHING
ONE (1), NEW SIX WHEEL BROOM STREET SWEEPER WITH SQUEEGEE
STYLE CONVEYOR AND HIGH DUMP HOPPER
For The
TRANSPORTATION DEPARTMENT**

Mayor and City Council
Scottsbluff, Nebraska

Council Members:

I (we) have examined the Notice to Bidders, dated November 3, 2014, Instructions to Bidders, and the Specifications, and submit the following proposal to furnish one (1), new Six Wheel Broom Street Sweeper With Squeegee Style Conveyor and High Dump Hopper for the Transportation Department.

<u>2015</u> Year	<u>GLOBAL/ SUPERIOR ROADS</u> Make	<u>S2 - 6-WHEEL BROOM SWEEPER</u> Model #
---------------------	---------------------------------------	--

Less Trade-In: 2008 Elgin Street Sweeper
Model: Pelican, Ser.# NP1000D
\$ 55,000.00

Trade-In Value:

Price With Trade-Ins:

\$ 181,405.00

(\$236,405.00 SELLING PRICE WITHOUT TRADE-IN)
My Bid for the described Six Wheel Broom Street Sweeper With Trade-Ins:

ONE HUNDRED EIGHTY ONE THOUSAND FOUR HUNDRED FIVE DOLLARS
(amount written out fully)

If the City places an order with my firm for the specified equipment, I hereby certify I will deliver a new unit on or before:

90 DAYS ARO which meets the above specifications.
Month Day Year

Signature of Bidder: James W. Ramey

Name of Bidder: JIM RAMEY

Company Represented by Bidder: ROSE EQUIPMENT INC

Address of Bidder: PO BOX 29135, LINCOLN, NE 68529

Telephone and FAX Number of Bidder: (P) 402-467-5988 / (F) 402-466-5990

City of Scottsbluff, Nebraska

Monday, December 15, 2014

Regular Meeting

Item Bids2

Council to consider awarding the bid to Paul Reed Construction in the amount of \$450,695.35 for the Water Transmission Main on CR 24 from Highland Rd. to US Highway 26 as the best and lowest bid.

Staff Contact: Mark Bohl, Public Works Director

Agenda Statement

Item No.

For meeting of: December 15, 2014

AGENDA TITLE: Council to consider awarding bid for the Water Main Installation Project along CR24 from Highland to the WWTP to Paul Reed Construction in the amount of \$450,695.35.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Public Works Department

PRESENTATION BY: Rick Kuckkahn, City Manager

SUMMARY EXPLANATION: Two bids were received for the installation of water main along CR 24 from Highland to the WWTP. The bids are from:

Paul Reed Construction	\$450,695.35
Midwest Underground, Inc.	\$520,694.32
<i>Engineer's Estimate</i>	<i>\$665,194.00</i>

M.C. Schaff & Associates have provided a Bid Tabulation and Letter of Recommendation to award this project to Paul Reed Construction.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Staff recommends that Council award this project to Paul Reed Construction in the amount of \$450,695.35.

EXHIBITS

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

Other (specify) ☒ Bid Tabulation & Letter of Recommendation

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

December 9, 2014

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

RE: City of Scottsbluff 12" Water Transmission Main – CR 24 from Highland to Us Hwy 26, Scottsbluff Nebraska

Dear Mayor and City Council:

Bids were received and opened at 2:00 p.m. on December 9th, 2014 at City Hall, Scottsbluff, Nebraska for the above referenced project. A total of two (2) bids were received. A copy of the bid tabulation sheet is attached for your review. The bids received were as follows:

	<u>Base Bid</u>
Paul Reed Construction	\$450,695.35
Midwest Underground Inc.	\$520,694.32

The Engineer's Estimate was \$665,194.00

We have reviewed the contractor's bid documents and would recommend award of the project to Paul Reed Construction.

Sincerely,

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



Clayton Neilsen, P.E.

BID TABULATION SHEET

Engineer's Estimate \$665,194.00

BIDDERS			Paul Reed Construction 2970 N. 10th Street Gering, NE 69341		Midwest Underground Inc. 5320 N.148th Street Lincoln, NE 68527			
ITEMS:								
1	1 Lump Sum	Mobilization	\$13,938.80	\$13,938.80	\$57,645.07	\$57,645.07		
2	850 Sq.Ft.	Remove Existing Pavement	\$1.33	\$1,130.50	\$2.63	\$2,235.50		
3	425 Lin.Ft.	Remove Existing Culverts	\$12.38	\$5,261.50	\$7.55	\$3,208.75		
4	1 Lump Sum	Remove Existing Headwalls	\$463.96	\$463.96	\$532.90	\$532.90		
5	6,000 Lin.Ft.	12" PVC Waterline	\$42.13	\$252,780.00	\$35.19	\$211,140.00		
6	130 Lin.FT.	6" PVC Waterline	\$37.00	\$4,810.00	\$27.97	\$3,636.10		
7	11 Ea.	12" Water Valve & Valve Box	\$2,497.73	\$27,475.03	\$2,397.90	\$26,376.90		
8	11 Ea.	Fire Hydrant with Auxiliary Valve & Valve Box	\$4,264.58	\$46,910.38	\$4,548.99	\$50,038.89		
9	2,941 Lbs	12" Fittings	\$3.84	\$11,293.44	\$2.44	\$7,176.04		
10	336 Lbs	6" Fittings	\$9.06	\$3,044.16	\$2.30	\$772.80		
11	110 Lin.Ft.	20" Bore and Casing	\$375.76	\$41,333.60	\$314.05	\$34,545.50		
12	850 Sq.Ft.	8-inch P.C. Concrete Pavement	\$8.16	\$6,936.00	\$8.93	\$7,590.50		
13	1000 Sq.Ft.	Restore Vegetation	\$1.12	\$1,120.00	\$2.22	\$2,220.00		

BID TABULATION SHEET

Engineer's Estimate \$665,194.00

BIDDERS			Paul Reed Construction 2970 N. 10th Street Gering, NE 69341		Midwest Underground Inc. 5320 N.148th Street Lincoln, NE 68527			
ITEMS:								
14	1 Lump Sum	Traffic Control	\$3,165.67	\$3,165.67	\$6,825.00	\$6,825.00		
15	4 Ea.	Remove and Reset Manhole	\$197.86	\$791.44	\$111.02	\$444.08		
16	24 Lin.Ft.	12" RCP Culvert	\$47.70	\$1,144.80	\$47.39	\$1,137.36		
17	40 Lin.Ft.	15" CMP Culvert	\$28.15	\$1,126.00	\$25.95	\$1,038.00		
18	120 Lin.Ft.	18" CMP Culvert	\$42.47	\$5,096.40	\$28.84	\$3,460.80		
19	40 Lin.Ft.	24" CMP Culvert	\$46.79	\$1,871.60	\$33.32	\$1,332.80		
20	175 Lin.Ft.	24" RCP Culvert	\$59.87	\$10,477.25	\$67.67	\$11,842.25		
21	24 Lin.Ft.	2' Wide x 1' High Box (RCB) Culvert	\$112.88	\$2,709.12	\$107.97	\$2,591.28		
22	7050 Sq.Ft.	Gravel Base Surfacing	\$0.83	\$5,851.50	\$0.62	\$4,371.00		
23	40 Ea	Ball Locator	\$48.48	\$1,939.20	\$44.57	\$1,782.80		
24	2500 Lin.Ft.	Dewatering	\$0.01	\$25.00	\$31.50	\$78,750.00		
TOTAL BASE BID			\$450,695.35		\$520,694.32			

City of Scottsbluff, Nebraska

Monday, December 15, 2014

Regular Meeting

Item Reports1

Council discussion and instructions to staff regarding the designation of December 26, 2014 as a Federal holiday.

Staff Contact: Rick Kuckkahn, City Manager

City of Scottsbluff, Nebraska

Monday, December 15, 2014

Regular Meeting

Item Reports2

Council to consider the purchase of new patrol cars for the Police Department.

Staff Contact: Kevin Spencer, Police Chief

Agenda Statement

Item No.

For meeting of: December 15, 2014

AGENDA TITLE: 2 marked patrol units, 1 unmarked patrol unit

SUBMITTED BY DEPARTMENT/ORGANIZATION: Police Department

PRESENTATION BY: Rick Kuckkahn, City Manager and Kevin E. Spencer, Chief of Police

SUMMARY EXPLANATION: The police department has been approved to purchase 2 new marked patrol units this budget cycle. The department now has a need to replace an unmarked unit. We have a plan to replace a marked patrol unit that was lost in a pursuit in March of this year, replace the marked unit as planned and then replace the unmarked unit, using a combination of public safety funds and insurance money. If approved, this will save over 22,000 dollars in public safety funds.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Approval

EXHIBITS

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

Other (specify) Memorandum/proposal to replace 2 marked and 1 unmarked patrol units.

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

MEMORANDUM

TO: The Honorable Mayor and members of the City Council

FROM: Kevin E. Spencer, Chief of Police

DATE: December 10, 2014

TOPIC: 2014/2015 Patrol Cars, Replacement of unmarked patrol car.

The police department has been approved to spend ninety-thousand dollars out of Public Safety Funds to replace two marked patrol units during the 2014/2015 budget cycle. The needs of the department have changed somewhat as we now need to replace two marked patrol units and one unmarked unit. As you know we are yet to replace the 2014 marked patrol that was lost in the pursuit accident in March of this year. The need for the unmarked unit arose when an officer hit a deer on his way back from the academy in November, the unmarked car was a total loss. Our insurance paid just under twenty four thousand for the marked patrol unit and two thousand for the unmarked. In 2012 the insurance company paid ten thousand on the same unmarked unit due to hail damage it was never repaired.

My proposal is to replace the wrecked marked patrol unit with a new 2014 Dodge Charger that we found in Lincoln that was left over from last year's state bid. We can purchase this car at a discounted rate and all of our equipment is certain to fit. This can be paid for, if agreed to, with the insurance monies and some public safety funds. The other marked patrol unit will be replaced as planned and approved with public safety funds. I'm asking for approval to pay for the unmarked car with a combination of available insurance money and public safety funds.

Replacement of the 2014 wrecked patrol unit:

New 2014 Dodge Charger	25247
Door wraps and Decals	750
Total	25997
Insurance Monies	(23944)
Public Safety Funds Used	2053

2015 Marked patrol unit replacement:

Public Safety Funds used	34873
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This price includes new equipment. The manufacturer is telling us our old equipment will not fit due to body modifications we will attempt to install our equipment but may have to purchase new.

Replacement of the unmarked unit:

2015 Ford Fusion (low state bid)	17800
Equipment plus installation	4510
Total	22310
Insurance monies	(12000)
Public Safety Funds	10310

Total projected Public Safety Funds: 47,236

Replacing the cars this way will mean that we only take one old marked patrol car out of service. In checking the conditions of the marked patrol units we should be able to do this without experiencing extreme or unusual maintenance cost. Replacing the cars this way will save us several thousand dollars of public safety funds.

Respectfully submitted,

Kevin E Spencer
Chief of Police

City of Scottsbluff, Nebraska

Monday, December 15, 2014

Regular Meeting

Item Reports3

Approve interlocal agreements with the City of Terrytown for paint striping and street sweeping services and authorize the Mayor to execute the agreements.

Staff Contact: Mark Bohl, Public Works Director

Agenda Statement

Item No.

For Meeting of: December 15, 2014

AGENDA TITLE: Approve interlocal agreements with the City of Terrytown for paint striping and street sweeping services for terms to end December 31, 2015.

SUBMITTED BY: Mark Bohl, Director of Public Works

PRESENTATION BY: Rick Kuckkahn, City Manager

SUMMARY EXPLANATION: The City of Scottsbluff has agreements with the City of Terrytown for interlocal cooperation for street department services that will expire on December 31, 2014. There are no substantive changes to the agreements. Each municipality prior to work performed must approve these agreements.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Staff recommends that Council authorize the Mayor to execute these documents.

EXHIBITS

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

Other (specify) ☒ **Two Interlocal Agreements with City of Terrytown**

Notification List: Yes ☐ No ☐ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager

CONTRACT

This contract is made pursuant to the Interlocal Cooperation Act between the City of Scottsbluff, Nebraska, a Municipal Corporation, called "Scottsbluff" and the City of Terrytown, called "Terrytown".

This agreement is made for the purpose of enabling both cities to use their resources more efficiently while at the same time providing appropriate public services. To enable Scottsbluff to efficiently use its equipment, and to enable Terrytown to have appropriate **stripes painted** and red curbs on its public streets without the need of purchasing the necessary equipment, Scottsbluff agrees to cause traffic stripes and red curbs painted on the principal streets in Terrytown to be painted under the following terms and conditions:

1. Scottsbluff will perform the work within ten (10) days after the Terrytown City Clerk notifies Scottsbluff's Public Works Director and/or Scottsbluff's Transportation Supervisor that the work is necessary. Scottsbluff will perform work no more than three (3) times during the term of this contract.
2. All equipment used in carrying out this agreement is and will remain the property of Scottsbluff. Scottsbluff will furnish all necessary paint and beads which, when incorporated into Terrytown's streets, will become the property of Terrytown. It is not contemplated that disposition of property will be necessary upon the termination of this agreement.
3. The operator or other individuals who actually perform the work shall at all times remain employees of Scottsbluff.
4. This undertaking will be financed by the respective cities through their ordinary budget processes. Each city will budget sufficient funds to carry out its obligations under this agreement. The Public Works Director and/or Transportation Supervisor of Scottsbluff will administer the program.
5. Terrytown agrees to reimburse Scottsbluff for the cost of any damage sustained to the machine while within the city limits of Terrytown which results from the negligent acts or omissions of the City of Terrytown, its employees or agents. Before any work is performed, Scottsbluff must provide certificates of insurance to the City of Terrytown City Clerk for public officials' liability, general liability, auto liability and workers' compensation. Terrytown shall be named an additional insured on the public officials' liability and general liability policies for claims arising out of the performance of the Contract. Terrytown shall provide Scottsbluff with certificates of insurance for public officials' liability and general liability, naming Scottsbluff an additional insured for claims arising out of the performance of this Contract.
6. Terrytown agrees to pay Scottsbluff \$20.00 per hour, per man for labor (2 men total), \$40.00 per hour for paint machine, \$25.00 per hour for a walk behind paint gun and \$25.00 per hour for a pickup. A fifteen percent (15%) administrative fee will also be added to the final cost. The chargeable time is only that time during which the work is actually being performed. In addition, Terrytown will pay for all paint and beads used in performing the work at the following rates:

White paint - \$9.25 per gallon
Yellow paint - \$9.25 per gallon
Red paint - \$12.50 per gallon
Paint Beads - \$29.50 per 50 pound bag

Such price for labor and equipment will remain in effect until December 31, 2015.
Scottsbluff will bill Terrytown after the work is performed. The bill will be submitted and paid in accordance with Terrytown's regular claim procedures.

7. This Contract shall continue in force through December 31, 2015, after which time the Contract will automatically expire. Either party may terminate the agreement by giving the other party written notice of the termination. The written notice shall be sent to the City Clerk and shall specify the date of termination. The date of termination will not be less than thirty (30) days after the notice is delivered to the City Clerk.
8. If the State of Nebraska significantly increases the duties of municipalities in regard to street maintenance and/or striping, Scottsbluff may terminate the Contract upon thirty (30) days notice to Terrytown.

IN WITNESS WHEREOF, the parties by authorization of their respective City Council(s) have hereunto set their official hands and seals, effective this _____ day of _____, 20____.

CITY OF SCOTTSBLUFF, NEBRASKA

By _____
Mayor

Attest:

City Clerk

CITY OF TERRYTOWN, NEBRASKA

By _____
Mayor

Attest:

City Clerk

CONTRACT

This contract is made pursuant to the Interlocal Cooperation Act between the City of Scottsbluff, Nebraska, a Municipal Corporation, called "Scottsbluff" and the City of Terrytown, called "**Terrytown**".

This agreement is made for the purpose of enabling both cities to use their resources more efficiently while at the same time providing appropriate public services. To enable Scottsbluff to efficiently use its manpower and equipment, and to enable Terrytown to have appropriate street sweeping on its public streets without the need of purchasing the necessary equipment, Scottsbluff agrees to sweep the principal streets in Terrytown under the following terms and conditions:

1. Scottsbluff will perform the work within ten (10) days after the City of Terrytown Clerk notifies Scottsbluff's Public Works Director and/or Scottsbluff's Transportation Supervisor that the work is necessary. Scottsbluff will perform work no more than three (3) times during the term of this contract.
2. All equipment used in carrying out this agreement is and will remain the property of Scottsbluff. Scottsbluff will furnish a street sweeper to sweep the principal streets of Terrytown. It is not contemplated that disposition of property will be necessary upon the termination of this agreement.
3. The operator or other individuals who actually perform the work shall at all times remain employees of Scottsbluff.
4. This undertaking will be financed by the respective cities through their ordinary budget processes. Each city will budget sufficient funds to carry out its obligations under this agreement. The program will be administered by the Public Works Director and/or Transportation Supervisor of Scottsbluff.
5. Terrytown agrees to reimburse Scottsbluff for the cost of any damage sustained to the machine while within the city limits of Terrytown which results from the negligent acts or omissions of the City of Terrytown, its employees or agents. Before any work is performed, Scottsbluff must provide certificates of insurance to the City of Terrytown City Clerk for public officials' liability, general liability, auto liability and workers' compensation. Terrytown shall be named an additional insured on the public officials' liability and general liability policies for claims arising out of the performance of this Contract. Terrytown shall provide Scottsbluff with certificates of insurance for public officials' liability and general liability, naming Scottsbluff an additional insured for claims arising out of the performance of this Contract.

6. Terrytown agrees to pay Scottsbluff \$20.00 per hour, per man for labor, \$65.00 per hour for the street sweeper. A fifteen percent (15%) administrative fee will also be added to the final cost. The chargeable time is only that time during which the work is actually being performed. Such price for labor and equipment will remain in effect until December 31, 2015. Scottsbluff will bill Terrytown after the work is performed. The bill will be submitted and paid in accordance with Terrytown's regular claim procedures.
7. This Contract shall continue in force through December 31, 2015, after which time the Contract will automatically expire. Either party may terminate the agreement by giving the other party written notice of the termination. The written notice shall be sent to the City Clerk and shall specify the date of termination. The date of termination will not be less than thirty (30) days after the notice is delivered to the City Clerk.

IN WITNESS WHEREOF, the parties by authorization of their respective City Council(s) have hereunto set their official hands and seals, effective this _____ day of _____, 20____.

CITY OF SCOTTSBLUFF, NEBRASKA

By _____
Mayor

Attest:

City Clerk

CITY OF TERRYTOWN, NEBRASKA

By _____
Mayor

Attest:

City Clerk

City of Scottsbluff, Nebraska

Monday, December 15, 2014

Regular Meeting

Item Reports4

Council to consider a license agreement with Western Area Power Administration (WAPA) for the new entrance to the Riverside Discovery Center and authorize the Mayor to execute the agreement.

Staff Contact: Mark Bohl, Public Works Director

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

Gering-Wildcat 34.5-kV Transmission Line
SWNE Section 27, Township 22 North, Range 55 West
6th Principal Meridian, Scotts Bluff County, Nebraska

Vicinity of Structure 2/4

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made this _____ day of _____, 2014, between CITY OF SCOTTSBLUFF (LICENSEE), whether one or more, and the UNITED STATES OF AMERICA, Department of Energy, Western Area Power Administration (WESTERN), represented by the officer executing this agreement, pursuant to the Reclamation Act, Act of June 17, 1902, 32 Stat. 388, and acts amendatory thereof and supplementary thereto, and the Department of Energy Organization Act, Act of August 4, 1977, 91 Stat. 565.

WITNESSETH:

WESTERN concurs that the new entrance to the Riverside Zoo (FACILITY), proposed by the LICENSEE will not interfere with the operation and maintenance of the Gering-Wildcat 34.5-kV Transmission Line, if constructed in the manner and at the locations shown on Exhibit A, attached hereto and made a part hereof.

In consideration of WESTERN'S concurrence, the LICENSEE agrees to the following:

- (a) This license does not grant any right, privilege, or interest in the land. The LICENSEE is responsible for obtaining any necessary land rights from the underlying landowner.
- (b) This license is only valid provided the FACILITY is constructed, operated, and maintained in conformance with the attached drawings and/or exhibits. Any relocations, changes, or upgrades require additional concurrence by WESTERN. LICENSEE agrees to alter or relocate its FACILITY, at no cost to WESTERN, to accommodate future modifications of WESTERN'S facilities, including but not limited to, upgrades of the transmission line.
- (c) **LICENSEE shall notify WESTERN at least 15 business days prior to commencing installation of the FACILITY to permit inspection by WESTERN. Contact Randy Todd in WESTERN'S Gering, Nebraska Office, (308) 641-2834.**
- (d) To abide by and comply with all applicable Federal, State, and local laws and building and safety codes.
- (e) Induced voltages and currents may occur on the FACILITY constructed or placed under or near high voltage transmission lines. The LICENSEE shall be responsible for the protection of personnel and equipment in their design, construction, operation and maintenance of the FACILITY described in this License Agreement.

(f) It is specifically understood and agreed that WESTERN shall have no liability and WESTERN assumes no responsibility for any liability, loss and/or damage resulting from injury or death of persons whomsoever, or damage to, loss, or destruction of property whatsoever, when such liability, injury, death, loss or damage results from or in connection with the use of WESTERN'S easement area by LICENSEE.

(g) This agreement shall be binding on the successors or assigns of the LICENSEE and WESTERN.

(h) LICENSEE shall limit any landscaping on easements to low growing vegetation that will not exceed 10 feet in maximum mature height. No ornamental plantings or significant vegetation is allowed within a 50-foot radius of the structures which would impede WESTERN'S ability to safely work at the site.

(i) A minimum overhead clearance of at least 10 feet from the transmission conductors must be maintained at all times.

LICENSEE
The Honorable Randy Meininger
Mayor of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361
(308) 630-6297

THE UNITED STATES OF AMERICA
Western Area Power Administration

(Signature)

(Title)

Dave Golden
Gering, Nebraska Maintenance Manager
Rocky Mountain Region

Western Area Power Administration
Rocky Mountain Customer Service Region
ATTN: Carey Ashton, A7400.LV
P.O. Box 3700
Loveland, CO 80539-3003

EXHIBIT A
Page 1 of 14

NOTE: A minimum overhead
clearance of at least
10 feet from the
conductors must be
maintained at all times.

RIGHT-OF-WAY USE APPLICATION

Date: September 26, 2014 Transmission Line: Gering-Wildcat 34.5-kV Transmission Line

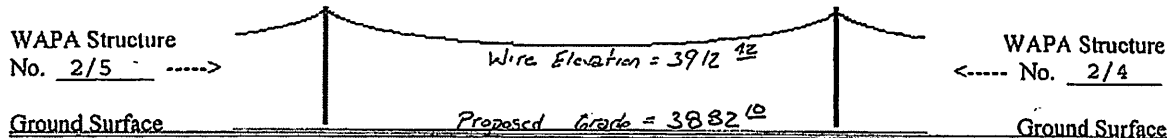
Description of Proposal (Narrative): Relocation of Riverside Zoo entrance gate

Location: Section 27, Township 22N, Range 55W, 6th (Meridian)

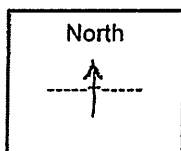
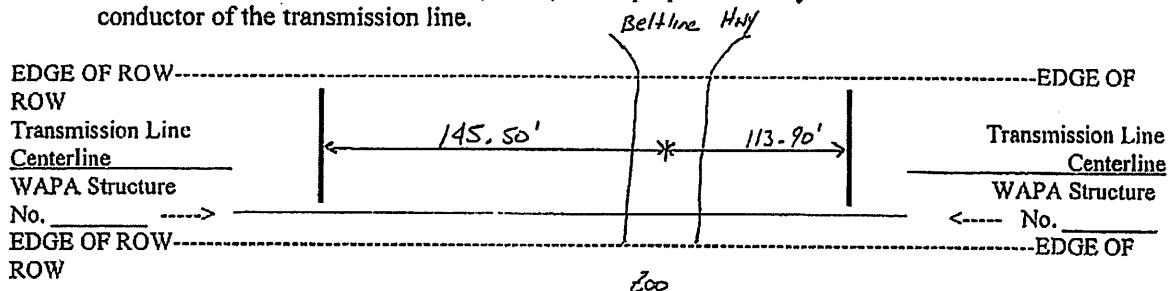
County: Scotts Bluff State: Nebraska

Complete if applicable: Subdivision _____, Lot _____,
Block _____, City _____

PROFILE: Show the location, height (feet), and distance (feet) from the nearest transmission line structure.



PLAN: Show the location and dimensions (in feet) of the proposed facility in relation to the center conductor of the transmission line.



Show NORTH by arrow at (+) in block at left
and show approximate location in Section at right.

Attach other drawings and information as appropriate.

NW1/4	NE1/4
	X
SW1/4	SE1/4

NOTE: Induced voltages and currents may occur on facilities constructed or placed under or near high voltage transmission lines, therefore, the Licensee shall be responsible for the protection of personnel and equipment in their design, construction, operation and maintenance of the facilities described in this application.

Mark Bohl
Name: (Please Print)
Mark Bohl
Signature

Company: City of Scottsbluff
Address: 2525 Circle Drive
Scottsbluff, NE 69361
Telephone No: (308) 630-6297

RIVERSIDE ZOO ENTRANCE & AVENUE 'N' INTERSECTION IMPROVEMENT PROJECT SCOTTSBLUFF, NE CONSTRUCTION PLANS



DRAWING	SHEET	DRAWING
G-1	1	COVER SHEET
LEG-1	2	LEGEND, ABBREVIATIONS, NOTES, & SUMMARY OF QUANTITIES
27	3	TYPICAL CROSS-SECTION
RMV-1	4	REMOVAL PLANS
PP-1	5	PLAN & PROFILE
C-1	6	CONSTRUCTION PLANS
DTL-1-3	7-9	STANDARD DETAILS
303-1-4	10-13	CURB RAMP DETAILS



M. C. SCHAFF AND ASSOCIATES, INC.
818 SOUTH BELTLINE HIGHWAY EAST
SCOTTSBLUFF, NEBRASKA 69361
ENGINEERS • PLANNERS • DESIGNERS • LAND SURVEYORS
PH: 308-635-1926 FAX: 308-635-7807 INTERNET: WWW.MCSCHAFF.COM





Department of Energy
Western Area Power Administration
Rocky Mountain Customer Service Region
P.O. Box 3700
Loveland, CO 80539-3003

October 28, 2014

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

Dear Mr. Bohl:

Enclosed is a proposed License Agreement for the new entrance to the Riverside Zoo proposed on Western Area Power Administration's easement for the Gering-Wildcat 34.5-kV Transmission Line in Section 27, T.22N, R.55W, 6th. P.M., Scottsbluff County, Nebraska.

Induced voltages and currents may occur on the FACILITY constructed or placed under or near high voltage transmission lines. The LICENSEE shall be responsible for the protection of personnel and equipment in their design, construction, operation and maintenance of the FACILITY described in this License Agreement.

If the License is satisfactory, please have it executed and return it to this office. If you have any questions on this matter, please contact Barbara O'Rourke at (970) 461-7284.

Sincerely,

A handwritten signature in blue ink, appearing to read "Carey Ashton", is located below the "Sincerely," text.

Carey Ashton
Realty Officer

Enclosure

City of Scottsbluff, Nebraska

Monday, December 15, 2014

Regular Meeting

Item Reports5

Council consideration of the Amended Economic Development Assistance Agreement with Fusion Ranch and authorize the City Manager to execute the agreement.

Staff Contact: Rick Kuckkahn, City Manager

**AMENDED & RESTATED
ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT**

This Amended & Restated Economic Development Assistance Agreement (this "Amended & Restated Agreement") is made on December 5, 2014, between the City of Scottsbluff, Nebraska (the "City") and Fusion Ranch, Inc., formerly known as KYS Foods, Inc. (the "Applicant").

Recitals:

- a. The City has adopted an Economic Development Program (the "Program") pursuant to the Nebraska Local Option Municipal Economic Development Act;
- b. On October 6, 2011, the City and the Applicant entered into an Economic Development Assistance Agreement (the "2011 EDA Agreement");
- c. The Applicant has made an additional application for assistance from the Program (the "Application"). The Administrator of the Program (the "Administrator") and the City Economic Development Application Review Committee (the "Committee") have reviewed the Application and recommended to the City Council (the "Council") that an additional grant and loan be awarded to the Applicant from the City's Economic Development Fund (the "Fund"). The City Council has approved the Committee's recommendation and the City has agreed to award an additional grant (the "Additional Grant") and an additional loan (the "Additional Loan") to the Applicant; and
- d. In order to document the Additional Grant and the Additional Loan, the parties have determined that it is appropriate to amend and restate the 2011 EDA Agreement in total as per the terms and conditions of this Amended & Restated Agreement. Reference in this Amended & Restated Agreement to the "Grant" and the "Loan" shall include the grant awarded in the 2011 EDA Agreement and the Additional Grant.

Agreement:

1. Purpose of Grant:

The purpose of the 2011 EDA Agreement was to provide assistance to the Applicant in order for the Applicant to establish a manufacturing and processing facility located at 250521 Skyport Drive, Scottsbluff (the "Facility"). The Applicant is now expanding its production which is resulting in additional employment opportunities at the Facility. The purpose of the Additional Grant and the Additional Loan is to provide assistance to the Applicant for its expansion. The Applicant will continue to lease the real estate used for the Facility from Cayenne, LLC ("Cayenne").

2. Amount of Grants and Loans:

a. As provided for in the 2011 EDA Agreement, the City provided a grant to the Applicant in the amount of \$110,000 (the "Initial Grant"). The Additional Grant shall be in the amount of \$200,000. Reference in this Agreement to the "Grants" shall mean the Initial Grant and the Additional Grant.

b. As provided for in the 2011 EDA Agreement, the City provided a loan to the Applicant in the amount of \$250,000 (the "Initial Loan"). One-half of the Initial Loan was funded from the City's CDBG Re-Use funds and later assigned to the Nebraska Department of Economic Development (the "DED Initial Loan Portion"). The other half of the Initial Loan was funded from the Fund (the "City Initial Loan Portion"). The DED Initial Loan Portion is not impacted in any manner by this Amended & Restated Agreement.

c. Following the January 1, 2015 payment of the City Initial Loan Portion, the balance due to the City will be \$95,767.96. The City agrees to advance an additional \$129,232.04 (the "Additional Loan") to the Applicant for a total amount outstanding of \$225,000. Reference in this Agreement to the "Loan" shall mean the total of the Additional Loan and the balance of the City Initial Loan Portion. The Loan shall be represented by a promissory note (the "Note") to be signed at the Closing in the form of the attached "Exhibit A". The Note shall carry interest from January 1, 2015, at the rate of 2.5% per annum and shall be repaid over 84 equal monthly payments of principal and interest. The first payment shall be due on February 1, 2015, with each additional payment due on the first day of each subsequent month until the Note is paid in full. As of the Closing, the note for the City Initial Loan Portion shall be considered as cancelled.

3. Closing:

As soon as the Applicant has satisfied the conditions to the Closing, the amount of the Additional Grant and the Additional Loan shall be scheduled as a claim at the next Council meeting for which the matter may be reasonably scheduled. Payment shall be made within 10 business days after the Council has approved a claim for the Additional Grant and the Additional Loan. Regardless of the date that payment is made to the Applicant, the "Closing" shall be considered effective as of January 1, 2015.

4. Job Credit Effective Date and Term:

The Applicant may earn Job Credits (as provided for below). In connection with the calculation of the Job Credits:

a. The effective date for Job Credit calculation purposes (the "Job Credit Effective Date") for the Grants shall be (i) January 1, 2015, for 42 FTE's, and (ii) January 1, 2016, for an additional 20 FTE's.

b. The term of this Agreement shall begin as of this date and shall continue until the end of 5 years from the Job Credit Effective Date, as applied to the respective FTE's referred to above (the "Term").

c. A "Year" shall mean the 12-month period ending as of the day prior to each annual anniversary of the Job Credit Effective Date.

5. Employee Definitions:

a. "Full Time Employee" shall mean a bona fide employee of the Applicant who (i) is classified as full time; and (ii) subject to normal and reasonable waiting periods, is eligible for the employer's normal fringe benefit package. The employer's normal fringe benefit package must, at the least, include health insurance with coverage offered to each employee for which, if not declined, the Applicant pays at least 50% of the premium.

b. "Eligible Full Time Employee" shall mean a Full Time Employee who: (i) primarily works at the Facility, and (ii) resides within 60 miles of the corporate limits of the City; provided, however any Full Time Employee who does not reside within 60 miles of the corporate limits of the City at the time that the Full Time Employee is hired, shall nevertheless be considered an Eligible Full Time Employee if the Full Time Employee moves to a residence within the required geographic area within 6 months of the hiring of the Eligible Full Time Employee.

c. "Full Time Equivalent" Employees (the "FTE's") shall be the number arrived at by dividing the total hours paid by the Applicant to their Eligible Full Time Employees during a given calendar year divided by 2080 hours, and then rounded down to the nearest tenth; provided, however, the maximum hours paid that can be counted for any one Eligible Full Time Employee shall not exceed 2080 hours. Salaried employees shall be presumed to have been paid for 2080 hours.

6. Job Credits:

"Job Credits" shall be calculated as follows:

a. The Applicant shall receive an "Annual Job Credit" during the Term equal to the FTE's multiplied by \$1000.

b. The amount of the Annual Job Credit may not exceed \$42,000 for the first Year and then \$62,000 for each Year thereafter (the "Maximum Annual Credit"); provided, however, if the Applicant earns credits in excess of the Maximum Annual Credit in any one year, the excess credits may be carried back to one or more prior years where the Maximum Annual Credit was not earned, as long as the Maximum Annual Credit is not exceeded for any one year. Excess credits may not be carried forward.

7. Grant Repayment:

a. At the end of the Term, the total of the cumulative Annual Job Credits for the FTE's will be subtracted from \$310,000. Any balance shall be repaid to the Fund within 90 days of the end of the Term (the "Repayment"), and any amount not paid within this time period shall then carry interest at the rate of 7% per annum until paid. If there is no balance, then the Applicant shall be considered as having satisfied their obligations under the Grant and this Agreement and no repayment shall be due.

b. If the Annual Job Credit for FTE's determined for any Year is less than 80% of the Maximum Annual Credit for that Year, then the Administrator may require repayment of the difference between that year's Annual Job Credit and the Maximum Annual Credit. Any balance shall be repaid to the Fund within 30 days of written demand of the Administrator, and any amount not paid within this time period shall then carry interest at the rate of 7% per annum until paid. If the amount repaid pursuant to this subparagraph is later earned by the Applicant, then the City shall pay the amount so earned to the Applicant within 30 days of the determination by the Administrator that the amount previously repaid has been earned.

8. Representations and Warranties of the Applicant:

The Applicant represents and warrants the following, all of which shall survive the Closing:

a. The Applicant is a corporation organized, existing, and in good standing under the laws of Nebraska. The Applicant has full power and authority to enter into this Agreement and carry out the transactions contemplated by this Agreement. The Applicant's execution, delivery and performance of this Agreement have been authorized by all necessary action on the part of the Applicant. This Agreement, and each agreement and instrument delivered by the Applicant pursuant to it, is the legal and binding obligation of the Applicant, enforceable against the Applicant in accordance with its terms.

b. No representation or warranty made by the Applicant in this Agreement contains or will contain any untrue statement of any material fact, or omits or will fail to state any material fact known to the Applicant that are required to make the statements not misleading.

c. The execution and performance of this Agreement will not violate any provision of law, or conflict with or result in any breach of any of the terms or conditions of, or constitute a default under any indenture, mortgage, agreement or other instrument to which the Applicant is a party or by which they are bound.

All representations and warranties made by the Applicant shall survive the Closing.

9. Representations and Warranties of the City:

The City represents and warrants the following, all of which shall survive the Closing:

a. The City is a municipal corporation organized and existing under the laws of Nebraska, and has full power and authority to enter into this Agreement and carry out the transactions contemplated by this Agreement. The City's execution, delivery and performance of this Agreement has been authorized by all necessary action on the part of the City. This Agreement, and each agreement and instrument delivered by the City pursuant to it, is the legal and binding obligation of the City, enforceable against the City in accordance with its terms.

b. No representation or warranty made by the City in this Agreement contains or will contain any untrue statement of any material fact, or omits or will fail to state any material fact known to the City that is required to make the statements not misleading.

10. Conditions to Closing:

The City's obligation to proceed with the Closing is subject to the Applicant's fulfillment of each of the following conditions at or prior to the Closing:

a. All representations and warranties of the Applicant shall be true as of the Closing.

b. The Applicant shall have delivered to the City:

(1) Evidence of Good Standing of the Applicant from the Nebraska Secretary of State.

(2) A copy of the current and correct Articles of Incorporation and Bylaws of the Applicant certified by its secretary to be correct;

(3) Certified resolutions of the Board of Directors of the Applicant authorizing this Agreement and providing for signature authority.

c. In order to secure the Loan and the Repayment, the Applicant shall have delivered to the City the following:

(1) an amended guaranty (the "Amended Guaranty") of KaiYen Mai, Su-Wuan Lee Mai and Cayenne. The Guaranty shall be in the form of the attached "Exhibit B".

(2) an amendment to deed of trust (the "Deed of Trust Amendment") to be given by Cayenne granting to the City a lien against the real estate used in the Facility. It is understood that the City's lien will be subject to liens which secure an existing loan from First State Bank, Scottsbluff, Nebraska and an existing Community Development

Block Grant. The Deed of Trust Amendment shall be in the form of the attached "Exhibit C".

d. The Applicant shall in all material respects have performed its obligations, agreements, and covenants contained in the 2011 EDA Agreement and this Agreement to be performed by them, on, or before the Closing.

11. Annual Reports:

The Applicant shall annually, within 90 days of the end of each Year, provide to the Administrator a report in form and substance acceptable to the Administrator which calculates the Annual Job Credit for the Year (the "Annual Report"). The Administrator shall have the right at any time to (i) require that the Annual Reports be reviewed at the Applicant's expense by a Certified Public Accountant reasonably acceptable to the Administrator, or (ii) hire, at the Administrator's own expense, an independent Certified Public Accountant or other business or financial expert, to review the books and records of the Applicant pertaining to the Annual Report and any other terms and conditions as provided for in this Agreement. If after a review or audit of the Applicant's records it is discovered that the Annual Job Credit claimed on the Annual Job Credit Report exceeds 10% of the Annual Job Credit as determined by the Administrator, then the Administrator may require the Applicant to reimburse the Fund for the actual cost of the audit.

12. Early Termination:

a. The Applicant shall have the right at any time to terminate its participation in the Program by notifying the Administrator in writing of its desire to do so.

b. The Administrator shall have the right to terminate the Applicant's participation in the Program if the Applicant is in default of any of the terms and conditions of this Agreement, which default is not cured within 30 days of written notice by the Administrator.

c. In the event of a termination as described in this paragraph, (i) the balance of the Loan shall be immediately due and payable and the interest rate under the Note shall convert to a default rate of 7% per annum, and (ii) the total of the Annual Job Credits for FTE's as of the end of the year immediately preceding the termination will be subtracted from \$110,000. This amount shall then be immediately due and payable to the Fund, and interest shall accrue at the rate of 7% per annum on any amounts not immediately paid.

13. Default:

The Applicant shall be in default if any of the following happen:

a. Failure to comply with any of the terms of this Agreement to include an assignment not permitted under this Agreement.

b. Any warranty, representation or statement made or given to the City by the Applicant proves to have been false in any material respect when made or given.

c. Dissolution or liquidation of any of the Applicant or Cayenne, the termination of existence, insolvency, business failure, appointment of a receiver, assignment for the benefit of creditors, or bankruptcy of the Applicant or Cayenne.

d. The Applicant ceases to conduct its manufacturing and processing business at the Facility on a normal and regular basis.

e. The Applicant intentionally or materially misstates the Annual Job Credit on an Annual Report. A material misstatement shall be considered to have occurred if the Annual Job Credit claimed on the Annual Report exceeds 10% of actual Annual Job Credit as reasonably determined by the Administrator.

14. Assignability:

The Administrator may assign his interest in this Agreement to any successor administrator designated by the City Council. The Applicant may not assign or transfer their interest in this Agreement without the consent of the Administrator. Assignment shall include a transfer of ownership of the Applicant which results in KaiYen Mai owning less than 51% of the stock or membership interests, as appropriate, in the Applicant.

15. Confidentiality:

It is agreed that this Agreement and its terms are public record and are not confidential. However, the City agrees to take reasonable steps to insure that any financial and proprietary information provided in connection with this Agreement by the Applicant shall remain confidential and shall not be revealed or disclosed to outside sources unless the information is public knowledge, is independently developed, or is required to be disclosed by law or legal process.

16. Notices:

Any notices or other communications between the parties shall be personally delivered, sent by certified or registered mail, return receipt requested, by Federal Express or similar service that records delivery, or by facsimile transmission combined with any of the above methods of notice, to the addresses set out below, or to such other address as a party may designate, from time to time, by written notice to the other. A notice shall be deemed effective upon receipt.

a. If to the City:

City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361
Fax: (308) 632-2916
Attention: City Manager

b. If to the Applicant:

Fusion Ranch, Inc.
405 South Airport Boulevard
South San Francisco, CA 94080
Fax: (650) 589-3157
Attention: KaiYen Mai

17. Miscellaneous:

a. The terms of the 2011 EDA Agreement shall be considered as replaced in total by this Agreement as of the Closing.

b. This Agreement constitutes the entire agreement of the parties with respect to its subject matter, and may only be modified by a writing signed by both of the parties.

c. The City's waiver of any one default shall not be a waiver of the same or any other default in the future. In addition, the City's failure to exercise any right given to it by this Agreement shall not be a waiver of any later exercise of that right.

d. The provisions of this Agreement are severable and if any provision is held to be invalid, the remainder of the Agreement shall remain in effect.

e. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but which together shall constitute a single instrument.

f. This Agreement shall be governed by the laws of Nebraska.

g. This Agreement shall be binding on the successors and assigns of the parties.

City of Scottsbluff, Nebraska

Fusion Ranch, Inc.

By: _____
Economic Development
Program Administrator

By:  _____
KaiYen Mai, President

City of Scottsbluff, Nebraska

Monday, December 15, 2014

Regular Meeting

Item Reports6

**Council discussion and instructions to staff regarding the
Economic Development Plan.**

Staff Contact: Rick Kuckkahn, City Manager

City of Scottsbluff, Nebraska

Monday, December 15, 2014

Regular Meeting

Item Reports⁷

Council to consider the LARM Interlocal Agreement and authorize the Mayor to execute the agreement.

Staff Contact: Rick Kuckkahn, City Manager

MEMORANDUM

To: Cindy Dickinson, City Clerk
From: Kent Hadenfeldt
Date: December 3, 2014
Subject: League Association of Risk Management ("LARM") Agreement

I have reviewed the Agreement for the Establishment and Operation of the League Association of Risk Management under the Interlocal Risk Management Act and the Interlocal Cooperation Act of the State of Nebraska. There are three minor changes to this document. The first is found at 8.17.2 where the phrase "and exercise fiduciary duties concerning those assets and the overall operations of LARM" has been added. The second is an addition to paragraph 8.17.6 to include the phrase "and the LARM Bylaws". The third change was to revise the use of the term "Memorandum of Coverage" to "Coverage Document" in the agreement. However, there were two places in the agreement in which they did not make that change. I called Tracy at LARM to discuss that matter and she said she would have to go through the board to make that change and, therefore, we will see an additional document in the future.

With that being said, there are no major concerns with those revisions in the agreement. However, I would point out a few paragraphs that should be observed:

1. 8.2.3. talks of the annual contribution which the city is required to make upon 30 days of notification. There is no time reference in the agreement. Past experience is that the notification is before budget hearings. It would be preferable if there would be language that the annual contribution notification would come some time before required budget hearings. Right now, there is no reference to when that annual contribution notification will be made.
2. At paragraph 8.5, it is important to remember that there is a deficiency clause in this agreement. If there is a deficiency for payment of claims or expenses, LARM can ask for an additional contribution above the annual contribution set forth in 8.2.3.

3. Paragraph 8.11 deals with termination issues. Specifically it sets forth when the city could be terminated as a member of LARM and the reasons for termination. The involuntary termination of a member must be done after due notice and a hearing. However, there is no date set for the notice.

4. Finally, paragraph 13 requires members to keep all records available for examination by LARM for audit upon their request. This includes a three year term after a member is no longer participating in LARM.

With that being said, I see no objections to the City of Scottsbluff continuing their relationship with LARM because of the revisions in this agreement.

**AGREEMENT FOR THE ESTABLISHMENT AND OPERATION
OF THE
LEAGUE ASSOCIATION OF RISK MANAGEMENT**

**UNDER THE
INTERGOVERNMENTAL RISK MANAGEMENT ACT
AND THE INTERLOCAL COOPERATION ACT
STATE OF NEBRASKA**

1. Parties. The parties to this Agreement are the Nebraska public agencies that are signatories hereto.
2. Recitals. This Agreement is based upon certain understandings and in furtherance of certain purposes, as follows:
 - 2.1. Nebraska law permits two or more public agencies to make and execute an agreement providing for joint and cooperative action in accordance with the Intergovernmental Risk Management Act to form, become members of, and operate a risk management pool for the purpose of providing to members risk management services and insurance coverages in the form of group self-insurance or standard insurance, including any combination of group self-insurance and standard insurance, to protect members against losses arising from any of the following:
 - a. General liability
 - b. Damage, destruction, or loss of real or personal property, including, but not limited to, loss of use or occupancy, and loss of income or extra expense resulting from loss of use or occupancy;
 - c. Errors and omissions liability; and
 - d. Workers' compensation liability.
 - 2.2. The signatories hereto have determined that there is a need to establish and operate a risk management pool to provide some or all the types of service and coverages identified in Section 2.1.
3. Definitions.
 - 3.1. Act shall mean the Intergovernmental Risk Management Act, *Neb. Rev. Stat.* Sections 44-4301 et seq., and all amendments thereto.
 - 3.2. Administrator shall mean the Executive Director of the League of Nebraska Municipalities.
 - 3.3. Agreement shall mean this agreement for the establishment and operation of LARM and any addenda, extensions or amendments hereto.
 - 3.4. Board shall mean the Board of Directors of the League Association of Risk Management.
 - 3.5. Bylaws shall mean the bylaws established and approved under this agreement governing the operation of LARM.
 - 3.6. Director shall mean the State of Nebraska Director of Insurance.
 - 3.7. Errors and omissions liability shall mean liability to which a member of a governing body of a public agency may be subject in an individual capacity by reason of any error, misstatement,

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misleading statement, act, omission, neglect of duty, or breach of duty, including misfeasance or nonfeasance in the performance of duties of the public agency.

- 3.8. Former member shall mean a member of LARM after its participation has terminated either voluntarily or involuntarily. A member is only a former member with regard to any terminated period of participation. A member may be a participating member for one period of participation, and a former member for a previous or subsequent period of participation.
- 3.9. General liability shall mean any liability other than workers' compensation liability, to which a public agency may be subject (a) directly, (b) by reason of liability arising out of an act or omission of its employee, agent or officer in the course and scope of employment, (c) by reason of liability arising out of an act or omission of its student in the course and scope of education or training, or (d) by reason of liability it has assumed by contract. It includes, but is not limited to, liability commonly protected against by casualty insurance, general liability insurance, professional liability insurance, automobile insurance, motor vehicle insurance, and surety and fidelity insurance.
- 3.10. Group self-insurance shall mean the pooling of public money by a risk management pool from contributions by its members for the purpose of payment of losses incurred by members which are protected against by the pool.
- 3.11. League shall mean the League of Nebraska Municipalities.
- 3.12. League Association of Risk Management or LARM shall mean the risk management pool established and operated under this agreement
- 3.13. Member, in the context of a member of LARM, shall mean any municipality or other public agency whose application for membership has been approved by the Board and that has lawfully entered into this agreement.
- 3.14. Coverage Document shall mean the extension to this agreement, provided for in Section 7.1.
- 3.15. Participating member or participant shall mean a member of LARM for that period of time from its admittance into this agreement until that member's participation is terminated either voluntarily or involuntarily.
- 3.16. Public agency shall mean any county, city, village, school district, public power district, rural fire district, or other political subdivision of the State of Nebraska, the State of Nebraska, the University of Nebraska, and any corporation whose primary function is to act as an instrumentality or agency of the State of Nebraska.
- 3.17. Risk management pool shall mean an association formed by two or more public agencies by an agreement pursuant to the Intergovernmental Risk Management Act providing for joint and cooperative action in the use of their financial or administrative resources in order to accomplish any of the public and governmental purposes authorized by the Act.

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- 3.18. Standard insurance shall mean any policy of insurance issued by a company licensed to transact insurance business in the State of Nebraska for any policy of insurance issued in accordance with the requirements for a lawful surplus lines insurance transaction.
- 3.19. Workers' compensation liability shall mean liability to which a public agency may be subject as an employer under the Nebraska Workers' Compensation Act.
4. Establishment. The undersigned public agencies hereby jointly and cooperatively establish a risk management pool under the provisions of the Act with all the rights, powers and privileges vested in and conferred upon such a pool under the laws of the State of Nebraska. The name of the pool shall be the League Association of Risk Management.
5. Purpose. The purpose of this agreement is to establish and operate a pool as provided in Section 2.1.
6. Powers. In order to carry out this purpose, LARM shall exercise and enjoy all the powers, privileges and authority exercised or capable of exercise by a pool created pursuant to the Act, including, but not limited to, the power to issue bonds or other obligations on behalf of public agencies or to otherwise assist in the issuance by such public agencies of such obligations; provided, however, that nothing herein shall prevent any of the parties hereto from separately exercising any such powers, privileges or authority.
7. Financial Plan. The Board shall establish and maintain a Financial Plan in accordance with the Act, including each of the following.
- 7.1. Coverage Document. The Board shall establish and maintain a Coverage Document which shall set forth:
- 7.1.1. the types of coverage to be offered by LARM in the form of group self-insurance;
 - 7.1.2. applicable deductible levels;
 - 7.1.3. maximum levels of claims which LARM will self-insure; and
 - 7.1.4. guidelines to assist members in identifying what losses are covered, what losses are excluded from coverage, and any other terms and conditions under which group self-insurance coverage is provided, limited or excluded.
- Any change to the Coverage Document shall be adopted by a majority vote of the Board and such change shall be filed with the Director at least thirty (30) days in advance of the effective date of change.
- 7.2. Cash Reserves. The Board shall review appropriate actuarial analyses and shall establish and maintain an amount of cash reserves to be set aside for the payment of claims.
- 7.3. Standard Insurance. The Board shall establish and approve the amount of standard insurance to be purchased by LARM to provide coverage over and above the claims which are not to be satisfied directly from LARM's resources.
- 7.4. Excess Insurance. The Board shall establish and approve the amount of aggregate excess insurance coverage and specific excess insurance coverage to be purchased in a given fiscal period.

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8. Plan of Management. The Board shall establish and maintain a Plan of Management in accordance with the Act, including each of the following.
- 8.1. Board of Directors. The governing authority of LARM shall be a Board of Directors consisting of elected or appointed officials or employees of participating members. The initial Board shall consist of nine persons, but the number may be increased by the Board up to fifteen persons to maintain appropriate size and geographic representation as the number of LARM members increases. A vacancy on the Board shall be filled by a majority vote of the Board upon recommendation made by the Administrator. The person appointed to fill a vacancy shall serve for the remainder of the term of the vacating director.
- 8.1.1. The President of the League and the Administrator shall be non-voting ex officio members of the Board of Directors.
- 8.1.2. The ex officio members of the Board shall be in addition to the elected and appointed members of the Board, and shall not be counted for purposes of a quorum.
- 8.1.3. Each elected or appointed Board member shall be entitled to one vote in all matters that come before the Board.
- 8.1.4. Board election procedures shall be as follows;
- 8.1.4.1. A nominating committee shall recommend candidates for the Board to the members. The nominating committee shall consist of the chairperson of the Board, an individual from a participating member selected by the Board and the Administrator. Additional nominations shall be requested from participating members at the meeting.
- 8.1.4.2. Each participating member may cast one vote for each of the open Board positions.
- 8.1.5. Members of the Board of Directors shall serve staggered terms of three years to promote stability and continuity.
- 8.1.6. The terms of office of the members of the Board of Directors shall commence January 1st of the first year of the term and conclude on December 31st of the last year of the term.
- 8.1.7. Term Limit. The Board of Directors service shall be restricted to two consecutive three-year terms to assure that all LARM members have opportunity for representation as Board members. Any LARM member that has previously been represented on the LARM Board of Directors may be eligible again for future service following at least one three-year interval of non-Board service following the term limit restriction when the member is not represented on the Board.
- 8.2. Group Self-Insurance Funding. Costs associated with the group self-insurance operations of LARM shall be financed through the annual and supplementary contributions paid by the participating members, through the income earned from the investment of LARM funds by the Board, and through any other monies which may be lawfully received by LARM and made part of LARM's assets.
- 8.2.1. All annual contributions shall be computed and established by the Board based on actuarial evaluations, rating plans, and other analyses of the amounts necessary for the payment of

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claims and losses, the payment of premiums for insurance and excess insurance or reinsurance, the establishment and maintenance of reasonable reserves and the payment of any and all expenses of LARM reasonably and lawfully incurred.

- 8.2.2. The amount of the annual contribution to be paid by each participating member shall be established by the Board to ensure the equitable distribution of costs among participating members based on each member's proportionate risk of loss, limit of coverage, loss experience and loss control efforts. Participating members may elect, by resolution: a) a 3 year commitment, to provide written notice of termination at least 180 days prior to the desired termination date for a 5% discount; b) a 2 year commitment, to provide written notice of termination at least 180 days prior to the desired termination date for a 4% discount; c) to provide written notice of termination at least 180 days prior to the desired termination date for a 2% discount; d) a 3 year commitment, to provide written notice of termination at least 90 days prior to the desired termination date for a 2% discount; e) a 2 year commitment, to provide written notice of termination at least 90 days prior to the desired termination date for a 1% discount; f) to provide written notice of termination at least 90 days prior to the desired termination date.
- 8.2.3. The Board shall file with the Director and certify to each participating member the amount of any annual contribution at least thirty (30) days in advance of the due date. Each participating member shall timely pay all annual and supplementary contributions established by the Board.
- 8.2.4. Supplemental contributions based on changes to a member's exposure during a fiscal year for which such member's annual contribution has already been calculated shall be charged at the same rate used to calculate the annual contribution for that fiscal year.
- 8.2.5. All contributions paid by the participating members shall be deemed earned by LARM when received, and any refund or return of contributions shall be subject to minimum contribution amounts, penalties, fees or other limitations established by the Board.
- 8.3. Loss Reserves. LARM shall maintain funds adequate to pay claims, establish cash reserves and establish reserves for claims that have been incurred but not yet reported.
- 8.4. Surplus. LARM shall also maintain surplus deemed appropriate by the Board, which shall meet any minimum surplus level required under the Act or regulations adopted thereunder.
- 8.5. Assessments for Deficiencies. If in the opinion of the Board or the Director the assets of LARM are at any time insufficient to enable LARM to discharge its liabilities and other obligations and to maintain adequate reserves and surpluses in accordance with reasonable determinations by the Director, LARM shall make up the deficiency or the Director shall order LARM to levy an assessment upon its members in an amount necessary to make up the deficiency to be paid by each member which participated in LARM during any part of the fiscal year to which the deficit is assignable.

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- 8.5.1. Assessments shall be computed and established by the Board in the same proportion that the annual contribution of the individual member bears to the total annual contributions of all members in the year in which such deficit occurs.
- 8.5.2. All assessments shall be due and payable by each member when notice of the assessment is received and shall be delinquent thirty (30) days thereafter.
- 8.6. Calculation and Distribution of LARM Surplus Assets. Subject to the limitations imposed in this section and elsewhere in this Agreement, the Board may make periodic distributions of surplus assets.
- 8.6.1. The Board shall have the authority to decide when the distribution of surplus assets is to be made, the fiscal year(s) to which the distribution is applicable, the amount to be distributed, and the basis for the distribution.
- 8.6.2. Participating members shall be eligible to receive distributions of surplus assets during the period(s) for which they were participating members, but only in accordance with the provisions of the Agreement and the formula for the distribution of surplus assets adopted by the Board.
- 8.6.3. No distribution of surplus assets shall be made sooner than three (3) years from the inception of LARM. No surplus assets attributable to any fiscal year shall be distributed sooner than twelve (12) months after the end of that fiscal year. No distribution of surplus assets shall be distributed without prior approval of the Director, as set forth in the Act.
- 8.6.4. The distributable surplus assets for any fiscal year shall be those assets remaining after:
- a. Payment has been made for all claims, losses and expenses due and payable;
 - b. Reasonable reserves have been established for claims previously occurring and reported and expenses associated therewith;
 - c. Reasonable reserves have been established for claims incurred, but not reported, and expenses associated therewith; and
 - d. Reasonable reserves have been established for future adverse loss deviation and expenses associated therewith.
- 8.6.5. The Board shall calculate each participating member's proportionate share of surplus assets in accordance with a formula adopted by the Board. The formula shall be structured so as to support and foster the purposes and objectives for which LARM was created, including, but not limited to: individual loss experiences; individual member contributions relative to total contributions; the duration of LARM participation; and the overall loss experience of LARM. The formula adopted by the Board may provide that a failure to comply with risk management standards or recommendations, or that the existence of a specified loss-to-contributions ratio, shall disqualify a member from receiving all or a specified portion of the member's proportionate share of surplus assets.

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- 8.6.6. A former member may be entitled to receive a share of a distribution of surplus assets calculated for the period for which they were a participating member under the formula and criteria adopted by the Board.
- 8.6.7. Any participating member may elect to have the distribution of its proportionate share of surplus assets applied as a credit against future annual or supplementary contributions or assessments.
- 8.7. Dissolution of LARM. LARM shall be dissolved upon the first to occur of the following;
- a. When less than two public agencies are participating in LARM; or
 - b. such time as the Board determines that the number of participating members and/or the size of the annual contribution is too small to adequately indemnify against the risks specified in the Memorandum of Coverage.
- 8.7.1. Any dissolution pursuant to Section 8.7(b) shall not be effective until the Board has given each participating member at least ninety (90) days written notice of such dissolution.
- 8.7.2. Upon dissolution of LARM, adequate provision shall be made for all pending and anticipated claims.
- 8.7.3. The Board shall submit a written request to the Director for approval of the plan to dissolve LARM as provided by the Act. After the Director approves the application for voluntary dissolution, LARM shall, within thirty (30) days after such approval, place the matter before the members for a vote.
- 8.8. Distribution of Surplus at Dissolution. At the dissolution of LARM's existence, any surplus funds over and above those necessary to pay or reserve against the expenses and liabilities of LARM shall vest in and be distributed among the participating and former members. Such distribution shall be allocated among participating and former members in proportion to the contributions made by each member.
- 8.9. New Members. All public agencies are eligible to make application and become members of LARM in the following manner:
- 8.9.1. The applicant public agency must provide such loss history, exposure information, and other information as is required by the Board;
 - 8.9.2. Public agencies making application after the initial effective date of this Agreement may be required by the Board to pay an application fee;
 - 8.9.3. The public agency must enter into this Agreement by resolution passed by its governing body;
 - 8.9.4. An applicant that is a municipality, sanitary and improvement districts, public power agencies, and such other public agencies of the State of Nebraska must be approved by the League; and
 - 8.9.5. The Board, in its sole discretion, shall accept or reject each application. The Board may authorize the Administrator to accept applications.

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8.9.6. A public agency shall become a member of LARM on the later to occur of the following:

- a) The approval of the application of the such public agency by the Board; and
- b) The due execution of this Agreement.

8.10. Voluntary Termination of a Member. A member may voluntarily terminate its participation in LARM by written notice of termination given to LARM and to the Director at least ninety (90) days prior to the desired termination date. Members may agree to extend the required termination notice beyond ninety (90) days in order to realize reduced excess coverage costs, stability of contribution rates and efficiency in operation of LARM. The Board may approve of a plan to provide contribution credits for members extending their required termination notice beyond ninety (90) days. Such termination shall not be effective until approved by the Director as provided by the Act.

8.11. Involuntary Termination of a Member. A member may be involuntarily terminated as a participating member of LARM if the Director finds, after due notice and hearing, that:

- a) The member has failed to pay any contribution or assessment to LARM;
- b) The member has failed to discharge any other obligation it owes to LARM; or
- c) The member has failed to comply with the laws of the state, rules of the Department of Insurance or bylaws of LARM.

Such hearing may be initiated by the Director on his or her own initiative, or at the request of the Board.

8.12. Effect of Termination on Obligations to LARM. A former member shall remain liable for any costs and obligations incurred by LARM while the public agency was a participant, and for any contractual obligation the public agency has entered into with LARM on or before the date of termination, as provided by the Act.

8.13. Funds and Reserves by Exposure Area. The Board shall review appropriate actuarial analyses to identify appropriate funds and reserves by exposure area.

8.14. Payment of Claims. The Board shall ensure that all claims covered by the Memorandum of Coverage are paid promptly.

8.15. No Private Benefit. No part of the net earnings or assets of LARM shall inure to the benefit of any private person.

8.16. Loss Control Program. The Board shall approve a system or program of controlling member losses.

8.17. Powers of the Board. In addition to other powers granted under this agreement, the Board shall have the power to:

- 8.17.1. Sit as a quasi-judicial body to hear and make determinations regarding any members dispute regarding the interpretation, intent, coverage, limitations, or exclusions of the Memorandum of Coverage;

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- 8.17.2. Take all necessary precautions to safeguard the assets of LARM; and exercise fiduciary duties concerning those assets and the overall operations of LARM
- 8.17.3. Make and enter into any and all contracts, leases, and agreements necessary or desirable to carry out any of the powers granted or duties imposed under this Agreement or any applicable law or regulation;
- 8.17.4. Establish the duties and responsibilities of the Administrator;
- 8.17.5. Sue and be sued, make contracts, hold and dispose of real and personal property, borrow money, contract debt, and pledge LARM assets in the name of LARM; and
- 8.17.6. Exercise such other powers as are necessary for the proper operation of LARM to carry out the terms of this Agreement and to comply with the Act, rules and regulations adopted under the Act, and any other State or Federal laws, rules or regulations, and the LARM Bylaws.
- 8.18. Bylaws and Rules of Operation. The Board may make bylaws pertaining to the exercise of its purpose and powers. The Board may, from time to time, revise the bylaws. The Board may also from time to time adopt policies, rules and procedures for the administration and operation of LARM, by majority vote of the Board, so long as such policies, rules, and procedures are not inconsistent with this Agreement or the bylaws. No provisions of the bylaws, policies, rules or procedures shall be inconsistent with the Agreement or the Act.
- 9. Financial Reports. Financial reports shall be prepared on a statutory basis as required by the Department of Insurance.
- 10. Banking Relationships. LARM shall establish bank accounts necessary to carry out the terms and meet the operational needs of this Agreement. Controls shall be established and funds shall be invested so that LARM is managed in a conservative and prudent manner.
- 11. Financial Records. The Board shall maintain complete financial records for each type of coverage as required by the Act.
- 12. Inspections. LARM and its representatives shall be permitted, but shall not be obligated, to inspect a member's properties and operations at any time. Neither LARM's right to make inspections nor the making thereof shall constitute an undertaking on behalf of or for the benefit of a public agency or others to determine or warrant that such property or operations are safe or are in compliance with any law, rule or regulation.
- 13. Member Examinations and Audits. LARM may examine and audit the member's records at any time during the period this Agreement is in effect, and during any extensions hereof, and within three years after such member is no longer a participating member of LARM, insofar as the records may relate to the subject matter of this Agreement.
- 14. LARM Financial Audit. LARM shall be audited periodically at the expense of LARM by a certified public accountant. A copy of the report shall be submitted to the governing body of each participating member for the period audited.

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15. Professional Services. The Administrator may retain the services of such legal counsel, actuaries, auditors, engineers, service providers, consultants and other advisors as it deems necessary to carry out the business and purpose of LARM.
16. Place of Business. The principal place of business for LARM shall be 1335 L Street, Lincoln, Nebraska 68508. Notice provided via United States Postal Service by a member to LARM at this address shall be considered proper notice to LARM and all participating members of LARM. The Administrator may employ necessary staff and may purchase, lease, or rent real or personal property in order to carry out the business and purpose of LARM.
17. Conformity with Law. In the event any term or provision of this Agreement is in conflict with the laws and statutes of the State of Nebraska as they now exist or are hereafter amended, this Agreement shall be automatically deemed amended to conform to such laws and statutes.
18. Fiscal Year. LARM's fiscal year shall begin on October 1 of each year and end on September 30 of the following year.
19. Liability. No member in LARM shall, by reason of this Agreement, have any liability for claims brought by third parties against any other member other than the obligation to contribute certain funds to LARM as expressly provided herein. The liability for any claim against a member shall remain the sole and exclusive liability of the member. The obligation of LARM is to indemnify the member against such loss as provided in the Coverage Document to the extent and under the conditions contained therein.
20. Termination of the Agreement. This Agreement shall terminate upon the occurrence of all of the following events:
 - a. LARM has dissolved pursuant to Section 8.7;
 - b. All amounts owed by the members have been paid in full; and
 - c. All amounts owed for claims and other expenses have been paid in full.
21. Execution in Counterpart. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth in the attached Resolutions and acknowledged below.

Signature: _____

Title: _____

Name of Public Agency: _____

Date: _____

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City of Scottsbluff, Nebraska

Monday, December 15, 2014

Regular Meeting

Item Subdiv.1

Council to consider a Final Plat for Lots 1C, 1D,& 1E, Block 2, a replat of Lot 1A, Eisele Subdivision, City of Scottsbluff and approve the Resolution.

Staff Contact: Annie Folck, City Planner

Agenda Statement

Item No.

For meeting of: December 15, 2014

AGENDA TITLE: Final Plat for Lots 1C, 1D,& 1E, Block 2, a replat of Lot 1A, Eisele Subdivision, a subdivision of Lot 1, Eisele Subdivision a subdivision in the City of Scottsbluff, Scotts Bluff County, Nebraska situated in the NE ¼ of Section 27, T22N, R55W of the 6th P.M., Scotts Bluff County.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Development Services

PRESENTATION BY: Rick Kuckkahn

SUMMARY EXPLANATION: The applicant(s), Darwin Adams, has requested approval of a final plat prepared by M.C. Schaff and Associates. They are re-platting Lot 1A, Eisele Subdivision a replat of Lot 1, Eisele subdivision. They are subdividing the property into three individual lots (lot 1C, 1D, & 1E), this property is located in a C-3, heavy commercial zoning district. Property to the west is ABC nursery and properties to the east include a car wash, business offices, and a realty company. Mr. Adams is asking to divide the property into three separate lots, currently a building is under construction on proposed lot 1D. Potentially another building will be constructed on Lot 1E sometime in the near future; this leaves Lot 1C which abuts an alley on the north, a 30' access easement is also included on the north end of lot 1D which will allow access back and forth between lots 1C & 1E.

City Staff met with Mr. Adams and discussed several options on dividing the lot. This plan seemed to be the best option for the division of the lots, and will allow for future boundary changes of the lots if surrounding property is sold. The lots meet the standards of the C-3 Heavy Commercial district.

BOARD/COMMISSION RECOMMENDATION: The Planning Commission at their regular meeting of December 8, 2014 made positive recommendation to City Council.

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

EXHIBITS

Resolution X Ordinance Contract Minutes x Plan/Map x

Other (specify) ☐ _____

NOTIFICATION LIST: Yes X No ☐ Further Instructions ☐

M.C. Schaff & Associates, 818 S Beltline Hwy E, & Darwin Adams 50688 Hwy 71, Scottsbluff, NE

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

Planning Commission Minutes
Regular Scheduled Meeting
December 8, 2014
Scottsbluff, Nebraska

The Planning Commission of the City of Scottsbluff, Nebraska met in a regular scheduled meeting on Monday, December 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 November 28, 2014. The notice stated the date, hour and place of the meeting, that the meeting would be open to the public, that anyone with a disability desiring reasonable accommodation to attend the Planning Commission meeting should contact the Development Services Department, and that an agenda of the meeting kept continuously current was available for public inspection at Development Services Department office; provided, the City Planning Commission could modify the agenda at the meeting if the business was determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been delivered to each Planning Commission member. An agenda kept continuously current was available for public inspection at the office of the Development Services Department at all times from publication to the time of the meeting.

ITEM 1: Chairman, Becky Estrada called the meeting to order. Roll call consisted of the following members: Anita Chadwick, Callan Wayman, Angie Aguallo, David Gompert, Mark Westphal, Dana Weber, Jim Zitterkopf, and Becky Estrada. Absent: Henry Huber. 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 November 10, 2014 were reviewed and approved. A motion was made to accept the minutes by Zitterkopf, and seconded by Chadwick. "YEAS": Zitterkopf, Aguallo, Chadwick, and Estrada. "NAYS": None. ABSTAIN: Gompert, Wayman, Westphal, and Weber. ABSENT: Huber. Motion carried.

ITEM 7A: The Planning Commission opened a public hearing for applicant(s), Darwin Adams, he has requested approval of a final plat prepared by M.C. Schaff and Associates. The final plat is described as Lots 1C, 1D, & 1E, Eisele Subdivision a replat of Lot 1A, Eisele Subdivision a subdivision of Lot 1, Eisele Subdivision. This property is located in a C-3, heavy commercial zoning district and addressed as 1005 South Beltline Highway West, the property to the west is ABC nursery and properties to the east include a car wash, business offices, and a realty company. Mr. Adams is proposing to divide Lot 1A, into three separate lots, all three lots will abut an alley on the north end, currently a building is under construction on proposed lot 1D. Potentially another building will be constructed on Lot 1E sometime in the near future; Lot 1C will be used mostly for parking of equipment for the proposed businesses and a 30' access easement on the north end of lot 1D was added allowing access back and forth between lots 1C & 1E. City Staff met with Mr. Adams and discussed several options on dividing the lot. This plan

seemed to be the best option for the division of the lots, and will allow for future boundary changes of the lots if surrounding property is sold. The lots meet the standards of the C-3 Heavy Commercial district.

Conclusion: A motion was made by Weber and seconded by Zitterkopf to approve the Final plat of Lots 1C, 1D, & 1E, Eisele Subdivision a replat of Lot 1A, Eisele Subdivision a subdivision of Lot 1, Eisele Subdivision **“YEAS”:** Weber, Chadwick, Zitterkopf, Aguillo, Gompert, Wayman, Westphal, and Estrada. **“NAYS”:** None. **ABSTAIN:** None. **ABSENT:** Huber. Motion carried.

ITEM 7B: The Planning Commission opened discussion on rural residential - large lot development in the city’s two mile extra territorial jurisdiction. The Planning Commission had requested more information on this type of development at their last meeting. City Planner, Annie Folck, addressed the Planning Commission regarding this type of development and possible problems with allowing this type of development within the City’s extra territorial jurisdiction. The city’s subdivision code lists the requirements for development within the city limits and the two mile extra territorial zoning jurisdiction. When unplatted property is developed there is a process that the City has to follow, streets, sidewalks curb, gutter, water and sewer infrastructure are part of the development and a developers agreement lists how the infrastructure will be done and how it will be paid for; usually there are two options either the Developer pays for the improvements or Districts are formed. Some of the requirements are listed below.

Section **21-1-27** has language regarding the extra territorial properties as follows: **Improvements; requirements; general.** The requirements for improvements set forth in this Article shall apply in every subdivision hereafter platted that is within or is proposed to be annexed to the corporate limits of the City, and every existing street or alley of the City that abuts such subdivision. The provisions of this **Article shall apply also to subdivisions hereafter platted that are within two (2) miles of, but are not proposed to be annexed to, the corporate limits of the City; and every such subdivision shall be so laid out and platted that, if it subsequently is annexed to the City, the improvements referred to in this Article may be constructed in the subdivision in accordance with the requirements in those sections.** Such improvements shall be constructed by the person proposing the subdivision at his or her own expense. Construction shall not be commenced until after plans and specifications, and contracts, if any, therefor have been approved by the Planning and Building Official, and shall be completed in accordance with the plans, specifications and contracts. Provided, anything in the foregoing provisions of this section to the contrary notwithstanding, the requirements in this section are subject to the exceptions and other requirements stated in sections 21-1-28 to 21-1-30, inclusive, and section 21-1-40.

Under section 21-1-34 the City Planner is allowed to waive the paving – the language reads - Provided further, that the City Planner may waive the requirements of this section for areas outside of the City limits if in the judgment of the City Planner the density of the population and the volume of traffic are sufficiently low that gravel streets are appropriate. (Ord. 3858, 2005)

If a developer is unable to put the infrastructure in they can request that the City create districts for paving, water, sewer, storm sewer. The districts assess the cost to each lot in the subdivision according to frontage and the assessments are paid back usually within a 15 year time period. After the infrastructure improvements have been installed, inspected, and meet City specifications, the City takes over the maintenance of the public streets and utilities.

Folck addressed some of the problems cities may have and what other Cities require for large lot development; these areas are unable to be legally annexed into the city because there is no city infrastructure in place. When a property is annexed into the City the City must provide city services to

the subdivision. The City is required to have a plan on how the development will be served with City services. These types of services (paving, water, sewer, storm sewer) are expensive and the city does not have the budget to put the services in. Well contamination and failed septic fields are other problems that need to be addressed. This type of land use hinders and can prohibit future extension of public services. It can affect what lies beyond; the City has to be able to get through the large lots to provide services to the next developer on the other side of the large lots. Another problem with rural large lot development and urban services is the lot size itself, our rural residential requires 3 acres which is several times the size of our minimum residential lot size (5,500 sq. ft.) the cost to the homeowner is assessed on the linear frontage of their property, with lot widths of 200' wide these costs (paving, water, sewer & storm sewer) would be unaffordable for most homeowners.

One of the things we could require is ghost platting which is done in Lincoln, whereby the plat is laid out in the large lots with an overlay layer showing how the large lots can be further subdivided into smaller lots. It must show how the smaller lots would be served by utilities and streets. Additionally, it must require structures to be placed on the property so that when property is further subdivided in the future; all existing structures will be properly placed so as to meet setback requirements from future lot lines. The City of Grand Island required the streets to be paved and that the developer installs dry pipes for water and sewer for future public services. This approach is expensive, as the developer must pay for wells and septic in addition to the cost of water and sewer lines that will not be utilized for some time. This is advantageous to the City, though, because when the City is ready to annex the development, services are already in the ground and can be tied into the City's infrastructure. Another option that has been suggested is to allow development to go forward without these improvements, under the condition that the developer's agreements contain language that would create a covenant preventing future lot owners in the development from protesting the creation of improvement districts if and when the City grows out in that area and the development is annexed. The City usually asks that the developers agree to certain conditions that are tied to the subdivision approval. The developer's agreement usually specifies that the developer will install paved streets, water, sewer, and stormwater lines. This agreement could be amended to say that the developer does not need to install those services at the time that the land is subdivided, but that a covenant with the land would prevent the protest of, future improvement districts. If the City is not going to grow any further large lot development is fine, but if we want to grow and compete with other Cities we need to be careful of not cutting ourselves off from development to the north and creating a similar situation as Cheyenne where large lots were developed with no city utilities, and has stopped Cheyenne from growing to the north of their city.

Adam Reed and Shane Cochrane, both representing Paul Reed Construction, addressed the Planning Commission asking that they allow large lot development within their two mile extra territorial jurisdiction as they have done in the past with other similar developments.

The Planning Commission agreed that we need to set guidelines on where this type of development can be constructed within the two mile jurisdiction and that the City has to think about long term development and growth that is best for the City. If the City is not going to grow any further this type of development is fine, but if we want to grow and compete with other Cities we need to be careful of not cutting ourselves off from development to the north and creating a similar situation as Cheyenne where large lots were developed with no city utilities, and has stopped Cheyenne from growing to the north of their city.

We need to encourage development where infrastructure is close by and easy to extend to new areas of development. We need to decide what our vision is for the future and make a plan that is consistent and fair for all development. We want to move forward and not repeat past mistakes. The Planning Commission asked that staff come back with some options on what can be done for large lot development that they may review and make a recommendation on what would work the best for the City. The

Planning Commission asked that for now no change be made from how it's been done in the past and asked for the options to review at a future meeting of the Planning Commission.

A recommendation was made by Westphal and seconded by Dana to leave things as they are until further research on options and updates of the Comprehensive Development Plan. **"YEAS"**: Weber, Chadwick, Zitterkopf, Aguillo, Gompert, Wayman, Westphal, and Estrada. **"NAYS"**: None. **ABSTAIN**: None. **ABSENT**: Huber. Motion carried.

ITEM 7C. Annie Folck gave an update on the status of the City's Comprehensive Development plan to the Commission. The existing plan was done in 2004, and was done when the City's two mile jurisdiction was not in place (city adopted 2 mile area in 2008). Most comp plans are redone or updated anywhere from 10 to 15 years. The City has met with an Economic Development group and they have recommended some areas for improvement. The City is working with Panhandle Area Development District to redo the City's plan. We are also meeting with Gering to see if some of the areas of the plans can be done together. We want to work together and coordinate efforts as much as we can. Folck would like to have sub committees to do preliminary work on the plan and asked for volunteers, (Westphal & Chadwick volunteered) we hope to meet individually and then hold a couple of meeting after the first of the year and plan from there to make recommendations for the public hearings and input from the community on how we want the city to grow. Areas to discuss include housing, and land use recommendations from the sub committees.

ITEM 8. Unfinished Business: None

There being no further business, a motion to adjourn was made by Weber and seconded by Westphal. The meeting was adjourned at 7:35 p.m. **"YEAS"**: Gompert, Wayman, Weber, Westphal, Chadwick, Zitterkopf, Aguillo, and Estrada. **"NAYS"**: None. **ABSTAIN**: None. **ABSENT**: Huber. Motion carried.

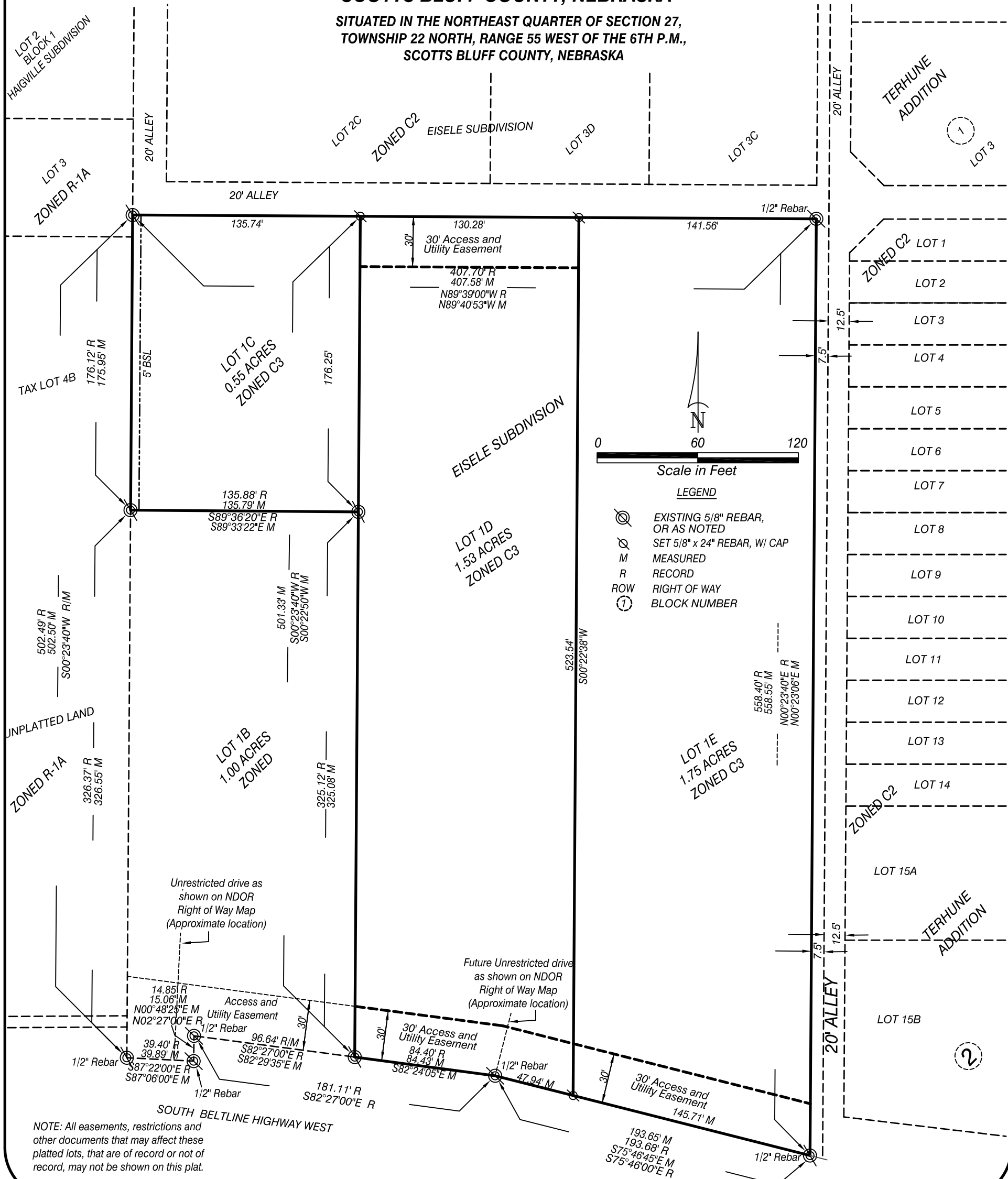
Becky Estrada, Chairperson

Attest: _____

Annie Urdiales

FINAL PLAT
LOTS 1C, 1D AND 1E, EISELE SUBDIVISION,
A REPLAT OF LOT 1A, EISELE SUBDIVISION,
A SUBDIVISION OF LOT 1, EISELE SUBDIVISION
A SUBDIVISION IN THE CITY OF SCOTTSBLUFF,
SCOTTS BLUFF COUNTY, NEBRASKA

SITUATED IN THE NORTHEAST QUARTER OF SECTION 27,
TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M.,
SCOTTS BLUFF COUNTY, NEBRASKA



RESOLUTION NO. _____

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

That the final plat of Lots 1C, 1D, and 1E, Eisele Subdivision, a replat of Lot 1A, Eisele Subdivision, a subdivision in the City of Scottsbluff, Scotts Bluff County, Nebraska situated in the Northeast ¼ of Section 27, T22N, R55W of the 6th P.M., Scotts Bluff County, Nebraska dated December 11, 2014, duly made, acknowledged and certified, is approved. Such Plat is ordered filed and recorded in the office of the Register of Deeds, Scotts Bluff County, Nebraska.

Passed and approved this 15th day of December 2014.

Mayor

Attest:

City Clerk

SEAL

City of Scottsbluff, Nebraska

Monday, December 15, 2014

Regular Meeting

Item Subdiv.2

**Council to remove from the table the item regarding the
Developers Agreement for Premier Estates.**

Staff Contact: Annie Folck, City Planner

City of Scottsbluff, Nebraska

Monday, December 15, 2014

Regular Meeting

Item Subdiv.3

Council to consider a Developers Agreement for Premier Estates Subdivision and authorize the Mayor to execute the agreement.

Staff Contact: Annie Folck, City Planner

Agenda Statement

Item No.

For meeting of: December 15, 2014

AGENDA TITLE: Developers Agreement/Contract, Premier Estates, Lots 1-9, Block 1, and Lots 1-3, Block 2, situated in the East half of the SW ¼ of Section 3, T22N, R55W of the 6th P.M., Scotts Bluff County, Nebraska.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Development Services Department

PRESENTATION BY:

SUMMARY EXPLANATION: Council may authorize the Mayor to execute a contract that guarantees the improvements that will be installed as part of the Premier Estates development which includes Lots 1-9, Block 1, and Lots 1-3, Block 2, situated in the East half of the SW ¼ of Section 3, T22N, R55W of the 6th P.M., Scotts Bluff County, Nebraska. This item was tabled at the December 1 Council meeting. The developer is requesting that the City waive requirements for water, sewer, and paved streets to be installed, while City staff has concerns that such a development with no services and no improvements may be a liability for the City in the future. At Council's request, staff met with Reed on December 5 to discuss options for this agreement. No resolution was reached at this meeting.

BOARD/COMMISSION RECOMMENDATION: N/A

1. **STAFF RECOMMENDATION:** Staff recommends the contract follow the standard template that the City typically uses, along with amended language that allows for improvements to be made to the development in the future as per City Code section 21-1-27. **PLEASE NOTE:** Attached are two versions of a developer's agreement. The first is the agreement that staff is recommending the City require of the developer based on the review of our engineering and legal consultants. The second is the agreement that the developer has submitted for approval. This agreement does not meet the requirements of our code (see attached memo from legal consultants). Also attached is the engineering review of the proposed development, which advises that if we waive certain requirements for a development, it should be with the stipulation that property owners cannot contest future improvement districts in the event the property is ever annexed and included within the Corporate Limits.

EXHIBITS

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

Other (specify) ☒ Engineering and legal reviews _____

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

MEMORANDUM

To: Planning and Development
Date: November 24, 2014
Subject: Premier Estates Contract for Public Improvements

The proposed Contract for Public Improvements dated November 17, 2014 ("Contract") between the City of Scottsbluff and Paul Reed Construction & Supply, Inc. ("PRC") has been reviewed. To begin with the Scottsbluff Municipal Code provisions set forth in Chapter 21-1-10 and 21-1-11 require this, and all, subdivision to comply with Article 1 of Chapter 21 because it is within two miles of Scottsbluff's corporate limits. The public improvements subject to the Contract are a gravel roadway and storm water detention dikes as set forth in paragraph 1.1. An additional request to waive the requirements of sections 21-1-36; 21-1-37; 21-1-38 and 21-1-39 as set forth in Exhibit "A" relate to infrastructure, including sidewalks, water and sewer requirements listed in Article 1.

A gravel roadway without sidewalks does not meet the requirement found at 21-1-27 through 21-1-34 and 21-1-36. Those sections require paved streets and sidewalks in all subdivisions submitted for City approval that are within the zoning jurisdiction of the City. There is an exception which is found in 21-1-34. The exception provides the City Planner may waive the requirement for paved streets and improvements for areas outside of city limits, if in the judgment of the City Planner, the density of the population and the volume of traffic are sufficiently low that gravel streets are appropriate. It is our understanding the City Planner has not waived the requirement because of the location and density. With no waiver in place, Article 2 requirements are mandatory and the Contract does not comply with the City's Municipal Code.

CONTRACT FOR PUBLIC IMPROVEMENTS

This contract is made this 17th day of November, 2014, between **City of Scottsbluff, Nebraska**, a Municipal Corporation, hereafter called "**City**", and **PAUL REED CONSTRUCTION & SUPPLY, INC.**, hereafter called **PRC**.

RECITALS

Whereas, **PRC** developing real estate described as follows:

LOTS 1-9, BLOCK 1 AND LOTS 1-3, BLOCK 2, PREMIER ESTATES, A SUBDIVISION OF A PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6th PRINCIPAL MERIDIAN, SCOTTS BLUFF COUNTY, NEBRASKA

This real estate will hereafter be called **PREMIER ESTATES**

Whereas, certain improvements in the area which are required by the Scottsbluff Municipal Code to be constructed by the property owner have not been constructed. The parties desire to memorialize their agreement with respect to the construction of these improvements. For that purpose, **PRC** desires to bind itself and its successors in interest to construct the improvements that are listed in Paragraph 1 in accordance with the Scottsbluff Municipal Code as hereinafter provided. **PRC** desires to get a variance from the Scottsbluff Municipal Code allowing **PRC** to proceed without binding **PRC** and its successors in interest to construct other improvement as described on Exhibit "A" attached hereto.

AGREEMENTS OF THE PARTIES

In consideration of the mutual promises of the parties, it is agreed as follows:

1. By May 1st, 2014 **PRC** shall cause to be constructed, all in accordance with the plans and specifications to be approved by the City, which approval will not be unreasonably withheld, the following:

1. Approximately 2,800 linear feet of a 28 foot wide graveled roadway centered in a 52 foot wide Right-Of Way with a 12 foot wide roadside ditch on each side.
2. Storm water detention dikes to detain approximately 1 acre-feet of storm water runoff.

The parties recite their understanding that the quantities described above may change when the final plans and specifications are approved.

2. All improvements described in paragraph 1 of this agreement shall be constructed in accordance with plans and specifications approved by the City and in accordance with all ordinances and codes adopted by the City. PRC warrants such improvements for a period of one year from the date of the acceptance of the improvements.

3. Should PRC fail to construct the improvements described in paragraph 1 of this agreement, the City may construct the improvements. PRC shall reimburse the City for all costs expended by the City in constructing such improvements. The City may at its option, assess all or any part of the unreimbursed cost of the improvements against the properties benefited by the improvements. When any installment of special assessments is unpaid for a period of six (6) months after the same is delinquent, the City may mail written notice to PRC of that fact and demand that PRC pay such installment. If PRC fails to do so within thirty (30) days after such notice is mailed, the City may proceed by appropriate action to enforce PRC's liability as described in this paragraph. In any such action the City shall not be limited to the installments which are currently due but shall be entitled to collect the entire cost of the improvements, plus interest, less sums previously paid. Any forbearance by the City to exercise any right granted to it in this contract shall not be considered a waiver of the City's rights. Any notice under this paragraph shall be deemed properly sent if sent by certified U.S. mail, postage prepaid, to PRC at the following address:

PAUL REED CONSTRUCTION & SUPPLY, INC.
2970 N. 10th STREET
GERING, NE 69341

4. To secure PRC's liability, PRC agrees to provide security consistent with the policies established by the City. The estimated cost of the improvements described in paragraph 1 of this agreement contemplated by PRC are agreed to be \$30,000. The parties recite their understanding that this is an estimate only and that the actual cost of the improvements may differ from the estimate. The security furnished by PRC will be in the amount of the actual cost of the improvements. It is contemplated that PRC will enter into a contract for the construction of the improvements. The provisions of such contract will determine the actual cost of the improvements. If the security furnished by PRC is a bond or letter of credit, the bond or letter of credit shall provide that upon demand by the City the City shall be paid all sums, which the City is entitled to collect from PRC under this agreement. If the sums collected by the City under the bond or letter of credit are not sufficient to satisfy PRC's liability to the City, PRC will remain liable for the balance. The City may, at its option, assess all or any part of the amounts owed for the improvements described in paragraph 1 hereof and not covered by the bond or letter of credit and not paid for by PRC.

5. PRC is hereby granted a variance from the Scottsbluff Municipal Code requiring the construction of the improvements attached in Exhibit "A".

6. This agreement shall bind, in addition to the parties, the successors and assigns of the respective parties.

7. The parties agree to execute a Memorandum of Contract suitable for filing in the Office of the Register of Deeds of Scotts Bluff County, Nebraska, to give notice of the fact that this Contract has been executed. PRC shall reimburse the City for the costs of filing this Memorandum of Contract.

IN WITNESS WHEREOF, the parties have set their hands the day and year first herein written.

CITY OF SCOTTSBLUFF, NEBRASKA

By _____
Mayor

Dated _____

Attest:

City Clerk

PAUL REED CONSTRUCTION & SUPPLY, INC.

By  _____
Adam Reed
(Vice-President)

Dated 11/24/2014

EXHIBIT “A”

To Contract for Public Improvements

- A. Paved streets and sidewalks within Right-Of-Ways
- B. City sanitary sewer within Utility Easements or Right-Of-Ways
- C. City water within Utility Easements or Right-Of-Ways
- D. City storm water sewer within Utility Easements or Right-Of-Ways

CONTRACT FOR PUBLIC IMPROVEMENTS

This contract is made this _____ day of _____, 20__, between **City of Scottsbluff, Nebraska**, a Municipal Corporation, hereafter called "**City**", and _____ [the owner or developer] hereafter called Owner.

RECITALS

1. [Owner or developer] owns real estate described as follows:

[Description]

This real estate will hereafter be called [short name for property, i.e., the Smith tract]

2. Certain improvements in the area which are required by the Scottsbluff Municipal Code to be constructed by the property owner have not been constructed. The parties desire to memorialize their agreement with respect to the construction of these improvements. For that purpose, Owner desires to bind itself and its successors in interest to construct the improvements in accordance with the Scottsbluff Municipal Code as hereinafter provided.

AGREEMENTS OF THE PARTIES

In consideration of the mutual promises of the parties, it is agreed as follows:

3. By _____ [date]_____ Owner shall cause to be constructed, all in accordance with the plans and specifications to be approved by the City, which approval will not be unreasonably withheld, the following:

[describe improvements]

The parties recite their understanding that the quantities described above may change when the final plans and specifications are approved. The cost of these improvements shall be paid by the Owner.

4. All improvements described in this agreement shall be constructed in accordance with plans and specifications approved by the City and in accordance with all ordinances and codes adopted by the City. All the improvements shall become the property of the City immediately upon acceptance of the improvements by the City Council. Owner warrants such improvements for a period of one year from the date of the acceptance of the improvements.

5. Should Owner fail to construct the improvements, the City may do so. Owner

shall reimburse the City for all costs expended by the City in constructing such improvements. All improvements described in this agreement shall be constructed in accordance with plans and specifications approved by the City and in accordance with all ordinances and codes adopted by the City. The City may at its option, assess all or any part of the unreimbursed cost of the improvements against the properties benefitted by the improvements. When any installment of special assessments is unpaid for a period of six (6) months after the same is delinquent, the City may mail written notice to Owner of that fact and demand that Owner pay such installment. If Owner fails to do so within thirty (30) days after such notice is mailed, the City may proceed by appropriate action to enforce Owner's liability as described in this paragraph. In any such action the City shall not be limited to the installments which are currently due but shall be entitled to collect the entire cost of the improvements, plus interest, less sums previously paid. Any forbearance by the City to exercise any right granted to it in this contract shall not be considered a waiver of the City's rights. Any notice under this paragraph shall be deemed properly sent if sent by certified U.S. mail, postage prepaid, to Owner at the following address:

[owner address]

6. To secure Owner=s liability, Owner agrees to provide security consistent with the policies established by the City. The estimated cost of the improvements contemplated by Owner are agreed to be \$_____. The parties recite their understanding that this is an estimate only and that the actual cost of the improvements may differ from the estimate. The security furnished by Owner will be in the amount of the actual cost of the improvements. It is contemplated that Owner will enter into a contract for the construction of the improvements. The actual cost of the improvements will be determined by the provisions of such contract. If the security furnished by Owner is a bond or letter of credit, the bond or letter of credit shall provide that upon demand by the City the City shall be paid all sums which the City is entitled to collect from Owner under this agreement. If the sums collected by the City under the bond or letter of credit are not sufficient to satisfy Owner=s liability to the City, Owner will remain liable for the balance. The City may, at its option, assess all or any part of the amounts owed for the improvements described in paragraph 3 hereof and not covered by the bond or letter of credit and not paid for by Owner.

7. Owner, for itself and on behalf of all future grantees and owners, covenants and agrees to participate in and not object to the creation of any special improvement districts that may be subsequently created to construct and improve _____. It is the intent of Owner that this paragraph bind all future grantees, heirs and owners and that this covenant and contract runs with the land as it touches and concerns the development of _____. Owner further agrees that all future transfers or conveyances of lots within _____ shall be subject to and conditioned upon a provision in the deed or conveying document that the grantee or new owner will participate in and not object to the creation of any special improvement districts that may be subsequently created to construct and improve _____. This paragraph and the covenants herein will not be deemed a waiver of Owner=s, grantee's or

lot owner's right to contest the extent to which it is benefitted by such special improvement district, or to contest the amount of any assessments levied against the Owner=s, grantee's or lot owner's property.

8. This contract shall run with the land and shall bind, in addition to the parties, the successors and assigns of the respective parties.

9. The parties agree to execute a Memorandum of Contract suitable for filing in the Office of the Register of Deeds of Scotts Bluff County, Nebraska, to give notice of the fact that this Contract has been executed. Owner shall reimburse the City for the costs of filing this Memorandum of Contract.

IN WITNESS WHEREOF, the parties have set their hands the day and year first herein written.

CITY OF SCOTTSBLUFF, NEBRASKA

y_____

Mayor

Dated_____

Attest:

City Clerk

Owner

Seal

By_____
(Title)

Dated_____

City of Scottsbluff, Nebraska

Monday, December 15, 2014

Regular Meeting

Item Subdiv.4

Council to remove from table the item regarding the final plat for Lots 1-9, Block 1; & Lots 1 -3, Block 2, Premier Estates Subdivision.

Staff Contact: Annie Folck, City Planner

City of Scottsbluff, Nebraska

Monday, December 15, 2014

Regular Meeting

Item Subdiv.5

Council to consider the final plat for Lots 1-9, Block 1; & Lots 1 -3, Block 2, Premier Estates Subdivision and approve the Resolution.

Staff Contact: Annie Folck, City Planner

RESOLUTION NO. _____

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

That the final plat of Lots 1-9, Block 1 and Lots 1-3, Block 2,
Premier Estates, A subdivision of a part of the East Half of the SW ¼ of
Section 3, T22N, R55W of the 6th P.M., Scotts Bluff County, Nebraska
dated October 30, 2014, duly made, acknowledged and certified, is
approved. Such Plat is ordered filed and recorded in the office of the
Register of Deeds, Scotts Bluff County, Nebraska.

Passed and approved this _____ day of _____ 20__.

Mayor

Attest:

City Clerk

SEAL

TRACT 1:
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 PRINCIPAL MERIDIAN, SCOTTS BLUFF COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 3, THENCE, ON THE EAST LINE OF SAID SOUTHWEST QUARTER, N02°09'14"E FOR A DISTANCE OF 1364.11 FEET; THENCE, N89°57'35"W TO A POINT OF INTERSECTION WITH THE WEST LINE OF THE EAST HALF OF SAID SOUTHWEST QUARTER, BEING A DISTANCE OF 1387.65 FEET; THENCE, ALONG SAID WEST LINE, S89°06'58"E TO THE SOUTHWEST CORNER OF THE SAID EAST HALF, BEING A DISTANCE OF 1357.65 FEET; THENCE, ON THE SOUTH LINE OF SAID SECTION, S89°06'58"E FOR A DISTANCE OF 1314.84 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 40.96 ACRES, MORE OR LESS, OF WHICH 1.00 ACRES ARE CONTAINED IN COUNTY ROAD RIGHT-OF-WAY.

WE, THE UNDERSIGNED, BEING THE OWNERS OF THAT PART OF THE EAST HALF OF THE SOUTHWEST
QUARTER OF SECTION 3, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH PRINCIPLE MERIDIAN,
SCOTTS BLUFF COUNTY, NEBRASKA, AS DESCRIBED IN THE FOREGOING "LEGAL DESCRIPTION" AND
SHOWN ON THE ACCOMPANYING PLAT, HAVE CAUSED SAID REAL ESTATE TO BE SURVEYED AND
PLATTED AS: LOTS 1-9, BLOCK 1 AND LOTS 1-3, BLOCK 2, PREMIER ESTATES, A SUBDIVISION OF A PART
OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 22 NORTH, RANGE 55
WEST OF THE 6TH PRINCIPAL MERIDIAN, SCOTTS BLUFF COUNTY, NEBRASKA.

THE FOREGOING, LOTS 1-9, BLOCK 1 AND LOTS 1-3, BLOCK 2, PREMIER ESTATES, IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE UNDERSIGNED OWNERS AND ALSO DEDICATE THE EASEMENTS AND RIGHT-OF-WAY TO THE BENEFIT OF THE PUBLIC AS SHOWN ON THE ACCOMPANYING PLAT.

SUSAN K. MARTIN, CO-TRUSTEE
SUSAN KAY MARTIN TRUST UNDER AGREEMENT
DATED APRIL 2, 2009, INCLUDING ANY
AMENDMENTS MADE THERTO

JUDSON C. MARTIN, CO-TRUSTEE
SUSAN KAY MARTIN TRUST UNDER AGREEMENT
DATED APRIL 2, 2009, INCLUDING ANY
AMENDMENTS MADE THERTO

STATE OF NEBRASKA)
COUNTY OF SCOTTS BLUFF)

BEFORE ME, A NOTARY PUBLIC, QUALIFIED AND ACTING IN SAID COUNTY, PERSONALLY CAME SUSAN K. MARTIN AND JUDSON C. MARTIN, AS CO-TRUSTEES, OF THE SUSAN KAY MARTIN TRUST UNDER AGREEMENT DATED APRIL 2, 2009, INCLUDING ANY AMENDMENTS MADE THERTO, TO ME KNOWN TO BE THE IDENTICAL PERSONS WHOSE SIGNATURES ARE AFFIXED TO THE FOREGOING "OWNER'S STATEMENT AND DEDICATION" AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED.

WITNESS MY NOTORIAL SEAL THIS _____ DAY OF _____, 2014.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

THE FOREGOING PLAT OF LOTS 1-9, BLOCK 1 AND LOTS 1-3, BLOCK 2, PREMIER ESTATES, A SUBDIVISION OF A PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH PRINCIPAL MERIDIAN, SCOTTS BLUFF COUNTY, NEBRASKA, IS HEREBY APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY,

NEBRASKA, BY RESOLUTION DATED THIS _____ DAY OF _____, 2014.

RANDY MEININGER, MAYOR

ATTEST: _____
CINDY DICKINSON, CITY CLERK

STATE OF NEBRASKA)
COUNTY OF SCOTTS BLUFF)

BEFORE ME, A NOTARY PUBLIC, QUALIFIED AND ACTING IN SAID COUNTY, PERSONALLY CAME RANDY MEININGER, MAYOR OF THE CITY OF SCOTTSBLUFF, NEBRASKA, TO ME KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED TO THE FOREGOING "APPROVAL AND ACCEPTANCE" AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED.

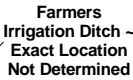
WITNESS MY NOTORIAL SEAL THIS _____ DAY OF _____, 2014.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

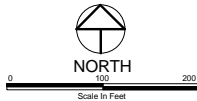
I, SCOTT M. BOSSE, NEBRASKA REGISTERED LAND SURVEYOR NUMBER 603, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE TRACTS OF LAND DESCRIBED IN THE "LEGAL DESCRIPTIONS" AND SHOWN ON THE ACCOMPANYING DRAWING; THAT THE ACCOMPANYING DRAWING IS A CORRECT DELINEATION OF SAID SURVEY DRAWN TO A SCALE OF 200 FEET TO THE INCH; THAT SAID SURVEY AND DRAWING WAS CONDUCTED BY ME OR UNDER MY DIRECT SUPERVISION; THAT THE DISTANCES ARE GROUND DISTANCES GIVEN IN FEET AND DECIMALS OF A FOOT; AND THE MONUMENTS WERE FOUND OR SET AS INDICATED AND THE BOUNDARIES ARE DEPICTED BY A THICKENED SOLID LINE.

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, 2014

SCOTT M. BOSSE'
NEBRASKA REGISTERED LAND SURVEYOR NUMBER 603



Curve Table							
Mark	Radius s	Arc Length	Chord Distance	N/S	Bearing	E/W	Delta
C1	74.00	66.22	64.03	N	26° 31' 06"	E	51° 16' 07"
C2	126.00	197.92	178.19	N	7° 09' 09"	E	90° 00' 00"
C3	94.00	82.03	78.45	N	12° 50' 51"	W	50° 00' 00"
C4	126.00	123.30	119.44	N	15° 52' 54"	W	56° 04' 06"
C5	126.00	82.62	81.17	N	62° 42' 19"	W	37° 34' 43"
C6	126.00	13.99	13.98	N	84° 40' 01"	W	6° 21' 10"
C7	174.00	91.11	90.07	N	72° 50' 51"	W	30° 00' 00"
C8	186.00	254.51	235.11	S	82° 57' 09"	W	78° 24' 00"
C9	186.00	68.17	67.79	S	33° 15' 08"	W	21° 00' 02"
C10	186.00	261.65	240.60	S	17° 32' 52"	E	80° 35' 58"
C11	74.00	79.39	75.63	S	27° 06' 54"	E	61° 27' 55"
C12	74.00	56.23	54.88	S	25° 23' 06"	W	43° 32' 05"
C13	146.00	168.12	158.98	S	14° 09' 54"	W	65° 58' 30"
C14	146.00	10.26	10.25	S	20° 50' 06"	E	4° 01' 30"
C15	74.00	30.65	30.43	S	10° 58' 54"	E	23° 43' 53"
C16	126.00	52.19	51.82	N	10° 58' 54"	W	23° 43' 53"
C17	94.00	114.84	107.83	N	12° 09' 09"	E	70° 00' 00"
C18	126.00	169.69	157.15	N	8° 34' 15"	E	77° 09' 47"
C19	126.00	61.22	60.62	N	43° 55' 45"	W	27° 50' 13"
C20	134.00	420.97	268.00	N	32° 09' 09"	E	180° 00' 00"
C21	226.00	188.33	116.99	S	72° 50' 51"	E	30° 00' 00"
C22	74.00	129.15	113.37	S	37° 50' 51"	E	100° 00' 00"
C23	146.00	109.95	107.37	S	9° 25' 21"	E	43° 09' 01"
C24	146.00	17.45	17.44	S	34° 25' 21"	E	6° 50' 59"
C25	74.00	116.24	104.65	S	7° 09' 09"	W	90° 00' 00"
C26	126.00	112.75	109.02	S	26° 31' 06"	W	51° 16' 07"



**Unincorporated
Scotts Bluff
County:**

Mockingbird Dr.

Fairway Estates

Lot 1, Block 4,

**Lot 1, Block 6,
Fairway Estates**

[illegible]

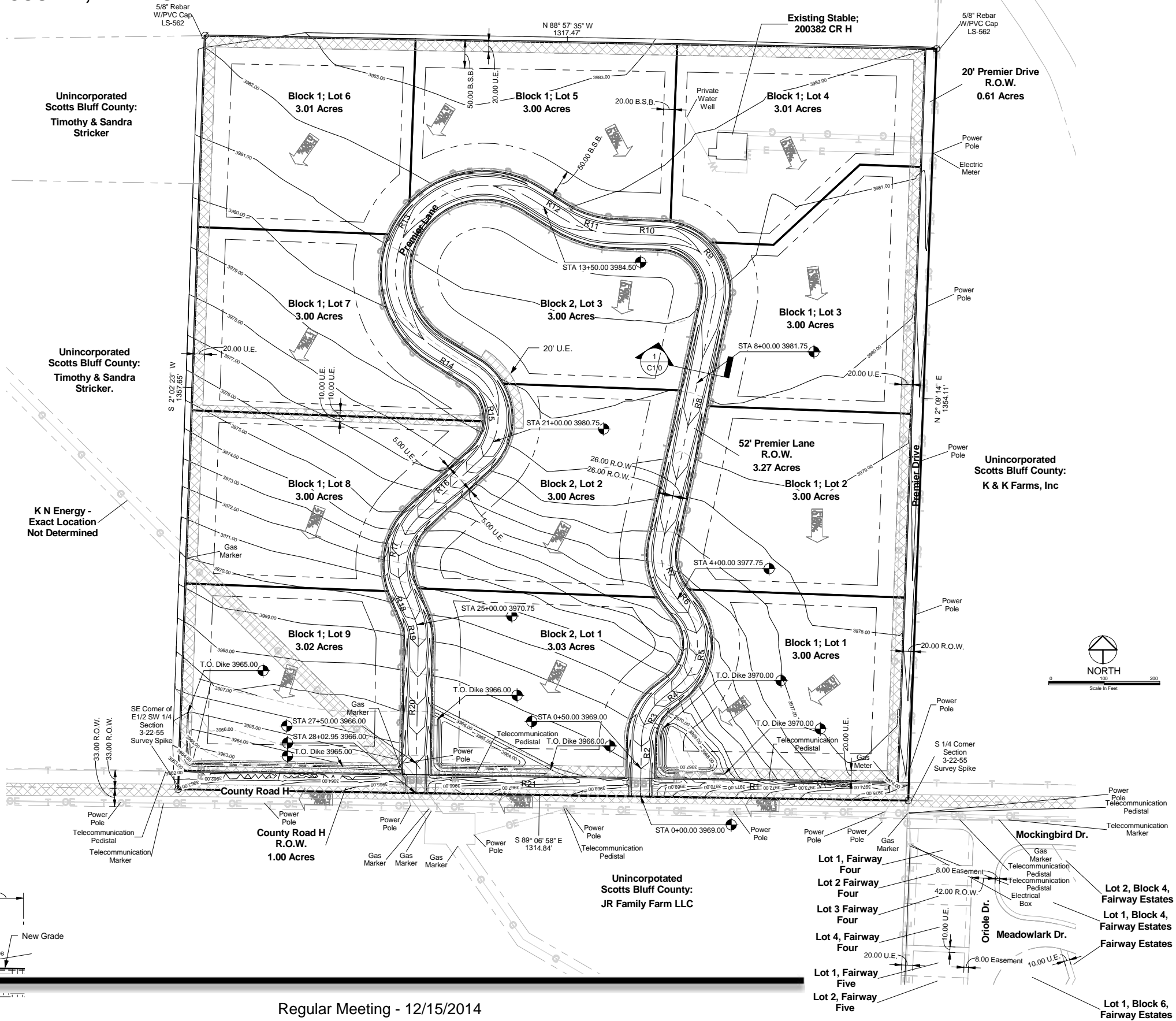
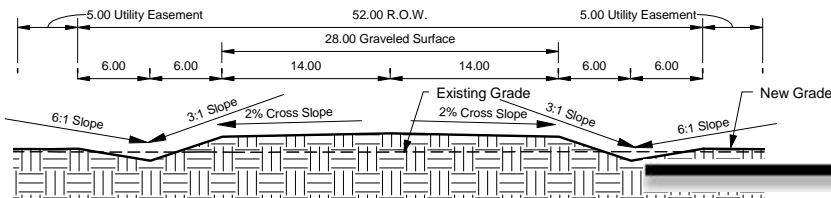
Adam L. Reed
LOTS 1-9, BLOCK 1 AND
LOTS 1-3, BLOCK 2,
PREMIER ESTATES

FINAL PLAT

Project number	XXXX-2014
Date	10/20/2014
Drawn by	SJC
Checked by	SJC

**LOTS 1-9, BLOCK 1 AND LOTS 1-3, BLOCK 2, PREMIER ESTATES,
A SUBDIVISION OF A PART OF THE EAST HALF OF THE SOUTHWEST
QUARTER OF SECTION 3, TOWNSHIP 22 NORTH, RANGE 55 WEST OF
THE 6TH PRINCIPAL MERIDIAN, SCOTTS BLUFF COUNTY, NEBRASKA**

SAID TRACT IS CURRENTLY LOCATED OUTSIDE OF THE CITY OF SCOTTSBUFF. CORPORATE LIMITS BUT IS WITHIN THE CITY OF SCOTTSBUFF ZONING JURISDICTION. THE SAID TRACT IS CURRENTLY ZONED ARRCRUCULTURAL BUT THE 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 ZONED AREA NEAR ONE CORNER. EACH DEVELOPED LOT TO HAVE A PRIVATE WATER WELL, SEPTIC TANK, AND DRAIN FIELD. PRE-DEVELOPED PEAK DISCHARGES FOR STORM WATER ON THIS 40.96 ACRES IS CALCULATED TO BE A Q(10) OF 27.9 CFS AND Q(25) OF 34.4 CFS ASSUMING A TIME OF CONCENTRATION OF 24 MINUTES AND A RUNOFF COEFFICIENT OF 0.24. THERE SHALL BE MINIMAL GRADING ON THE NEW RESIDENTIAL LOTS AND THE NEW ROAD SHALL BASICALLY FOLLOW EXISTING CONTOURS. POST-DEVELOPED PEAK DISCHARGES FOR STORM WATER ON THIS 40.96 ACRES IS CALCULATED TO BE A Q(10) OF 24.5 CFS AND Q(25) OF 26.4 CFS IF STORM WATER DISCHARGES ARE CONTROLLED USING DETENTION DIKS WITH DISCHARGE PIPES AS SHOWN. POST-DEVELOPED PEAK DISCHARGES ASSUME A TIME OF CONCENTRATION OF 16 MINUTES AND A RUNOFF COEFFICIENT OF 0.30.

An aerial photograph showing a patchwork of agricultural fields. A small, light-colored building with a dark roof is situated in the upper right quadrant, with a white car parked nearby. The fields exhibit various textures and colors, including brown, tan, and green, indicating different stages of cultivation or crop types. A road or path runs horizontally across the middle of the image. In the bottom right corner, there is a small inset showing a street view of a residential area with houses and trees, with the text "Google earth" overlaid.

Developer:

Paul Reed Construction & Supply, Inc.

2970 N 10th Street
Gering, NE 69341
Phone: (308) 635-2213
Fax: (308) 635-0182
www.paulreedconstruction.com

Surveyor:

Accustar Surveying

30601 CR 17
Mitchell, NE 69357
Phone: (308) 631-0737
www.accustarsurveying.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
LOTS 1-9, BLOCK 1 AND
LOTS 1-3, BLOCK 2,
PREMIER ESTATES

Project number	XXXX-2014
Date	10/20/2014
Drawn by	SJC
Checked by	SJC

C1.0
Page 148 / 167
As indicated

November 6, 2014

Annie Urdiales
Scottsbluff Development Services
2525 Circle Drive
Scottsbluff, Nebraska 69361

RE: Premier Estates
Final Plat
Scottsbluff, Nebraska

Annie:

Per your request, we have reviewed the above referenced final plat. We wish to make the following comments:

1. Block 1; Lot 9 – We are concerned that this particular lot may be unusable. As this sits in the county and the intent is to use private wells and septic systems, there may not be enough space to build improvements and have separation for a well and two septic locations without crossing the KN Easement. More info is necessary on this lot.
2. The drainage report should be stamped by Shane prior to filing.
3. Easements should be labeled as Easements for Future utilities.
4. A request for variance from the City of Scottsbluff Development standards should accompany this plat. Considerations should be made that the stipulation of future property owners can not contest future improvement districts as directed by council in the event the property is ever annexed and included within the Corporate Limits.

This review should be construed as a review for general conformance of City Ordinance and not a construction quality assurance review for construction purposes. If you have any questions, please feel free to call.

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

David Schaff, P.E.

G:\Jobs\15B100002 City Planning & Zoning\Premier Estates Final Plat.doc

City of Scottsbluff, Nebraska

Monday, December 15, 2014

Regular Meeting

Item Resolut.1

Council to consider the amended pay Resolution to meet the minimum wage as a result of Nebraska Initiative Measure 425.

Staff Contact: Jana Bode, HR Director

Agenda Statement

Item No.

For Meeting of: December 15, 2014

AGENDA TITLE: Council to consider amended pay resolution 2014-2015 (Minimum Wage)

SUBMITTED BY DEPARTMENT/ORGANIZATION: Administration

PRESENTATION BY: Rick Kuckkahn

SUMMARY EXPLANATION: Amend 2014-15 pay resolution to update unclassified positions to meet \$8.00 minimum wage Nebraska Initiative Measure 425/January 1, 2015.

Unclassified Positions amended – School Crossing Guards/Library Page/Recreation Aide

BOARD/COMMISSION RECOMMENDATION:

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

RESOLUTION NO.

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		
13	Motor Equipment Operator		

EXEMPT POSITIONS

Professional, Administrative and Executive

17	Recreation Supervisor	24	Development Serv. Director
18	Utilities Adm. Coordinator	24	City Clerk/Risk Manager
18	Librarian	24	Library Director
20	GIS Analyst	24	Public Safety/Em Mgmt Dir
22	Transportation Supervisor	25	IS Coordinator
22	Park Supervisor	26	Police Captain
22	Water System Supervisor	26	Director of Parks/Recreation
22	Wastewater Plant Supervisor	26	Assistant City Manager
22	Environmental Services Supervisor	27	Director of Human Resources
22	Code Administrator II	28	Director of Public Works
22	Planner	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 December 15, 2014 and effective December 29, 2014.

<u>Position</u>	<u>Salary Minimum</u>	<u>Salary Maximum</u>
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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	\$8.00	\$8.50	\$9.00	\$9.20	\$9.40	\$9.60	\$9.80
Library Page	\$8.00	\$8.50	\$9.00	\$9.20	\$9.40	\$9.60	\$9.80
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	\$8.00	\$8.50	\$9.00	\$9.20	\$9.40	\$9.60	\$9.80
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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.

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

5. That the Pay Schedule for the position of Patrol Officer and Police Sergeant shall be the Schedule approved in a resolution approved by the Mayor and City Council on 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

6. 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

City of Scottsbluff, Nebraska

Monday, December 15, 2014

Regular Meeting

Item Resolut.2

Council to consider a new stop sign Resolution.

Staff Contact: Kevin Spencer, Police Chief

City of Scottsbluff

Agenda Statement

Item No. _____

For Meeting of: December 15th, 2014

AGENDA TITLE: Stop Sign Resolution

SUBMITTED BY DEPARTMENT/ORGANIZATION: Police Department

PRESENTATION BY: Kevin E. Spencer, Chief of Police

SUMMARY EXPLANATION: 17th Avenue runs north and south between E20th Street and East Overland. The intersection of E15th Street and 17th Avenue is uncontrolled. There have been 3 traffic accidents associated with this intersection in the last year and numerous complaints from residents in the area. In the interest of public safety it is recommended that stop signs are erected controlling access to East 15th street from 17th Avenue.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION:

.

EXHIBITS

Resolution: **XXX** Ordinance Contract Minutes Plan/Map

Other (specify)

Notification List: None

Further Instructions: None

APPROVAL FOR SUBMITTAL: _____

City Manager

RESOLUTION _____

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

1. The public safety, convenience and welfare require that Stop Signs be erected as authorized by Section 22-2-17 of the Municipal Code.
2. Stop signs shall be erected at the following entrances to streets from other streets:
 - 1) The North entrances to East 7th Street from 14th, 16th and 19th Avenues.
 - 2) The North entrance to West 12th Street from Avenue A.
 - 3) The entrances to East 15th Street from 7th Avenue.
 - 4) The entrances to East 15th Street from 8th Avenue.
 - 5) The entrances to East 15th Street from 14th Avenue.
 - 6) The entrances to East 15th Street from 15th Avenue.
 - 7) The entrances to East 17th Street from 3rd and 4th Avenues.
 - 8) The intersection of West 17th Street and Avenue G shall be a four-way stop.
 - 9) The intersection of West 18th Street and Avenue X shall be a four-way stop.
 - 10) The entrances to West 19th Street from Avenue C.
 - 11) The Southwest entrance to East 20th Place from Cross Road Street.
 - 12) The South entrance to East 23rd Street from 1st Avenue.
 - 13) The intersection of 33rd Street and Avenue D shall be a four-way stop.
 - 14) The South entrance to 33rd Street from Avenue G.
 - 15) The West entrance to 2nd Avenue from East 29th Street.
 - 16) The entrance to 11th Avenue from Platte Valley Drive.
 - 17) The Entrances to 11th Ave from East 9th Street.
 - 18) The entrances to 12th Avenue from East 12th Street.
 - 19) The entrances to 17th Avenue from East 18th Street.
 - 20) The entrances to 31st Street from Avenue D.

- 21) The entrances to West 31st Street from Ave G.
- 22) The entrances to Avenue A from West 25th Street.
- 23) The entrances to Avenue D from 38th and 40th Streets.
- 24) The West entrance to Avenue J from West 16th Street.
- 25) The entrances to Avenue Z from West 15th, 17th, 18th and 19th Streets.
- 26) Both entrances to Broadway Avenue from East Railway Street.
- 27) The entrance to Circle Drive from 13th Avenue.
- 28) The south entrance to 42nd Street from Cedar View Street.
- 29) The entrance to 42nd Street from Avenue B.
- 30) The entrances to Primrose Drive from 12th Avenue.
- 31) The East entrance to Primrose Drive from Talisman Drive.
- 32) The entrance to Platte Valley Drive from 13th Avenue.
- 33) The entrance to 25th Avenue from Delta Drive in both directions.
- 34) The North and South entrances to East 15th Street from 17th Avenue.

3. Resolution 11-10-02 is repealed, except that this repeal shall not be construed to affect any liabilities or causes of action existing or pending at the time when this resolution becomes effective.

4. This Resolution shall become effective following its passage and approval.

Passed and Approved on _____, 2014.

Mayor

ATTEST:

City Clerk (Seal)

City of Scottsbluff, Nebraska

Monday, December 15, 2014

Regular Meeting

Item Resolut.3

Council to consider an Ordinance providing for an occupation tax on hotel accommodations.

Staff Contact: Renae Griffiths, Finance Director

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR AN OCCUPATION TAX ON HOTEL ACCOMMODATIONS; REPEALING PRIOR SECTIONS LOCATED IN CHAPTER 6, ARTICLE 6 AND CHAPTER 11, ARTICLE 2 OF THE SCOTTSBLUFF MUNICIPAL CODE, AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Chapter 6, Article 6 of the Scottsbluff Municipal Code is amended by repealing the existing language and substituting the following language:

“6-6-18. Occupation Taxes.

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

- A -

Alcohol, alcoholic liquors. Per year-	
..... Manufacture of alcohol and spirits	\$1,000.
.....Catering Licensee	200.00
..... Manufacture of beer	500.00
..... Manufacture of wine	500.00
..... Alcoholic liquor (except beer) wholesaler	1,000.0
.....Beer wholesaler	250.00
A - retailer of beer only, for	
.....consumption on premises	200.00
B - retailer of beer only, for consumption	
..... off premises (sale in original packages only)	200.00
C - retailer of alcoholic liquors for consumption on premises and off premises (sale in original packages only),	
.....except nonprofit corporation which is a club	600.00
C - retailer of alcoholic liquors, including beer for consumption on the premises only,	
..... nonprofit corporation which is a club	150.00
D - retailer of alcoholic liquors, including beer, for consumption off premises	
..... (sale in original packages only)	400.00
I - retailer of alcoholic liquors, for	
.....consumption on premises only	500.00
Special Designated License, except for special designated	
..... license issued to a holder of a catering license ..	

Non-beverage User

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

- B -

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

- D -

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

Kennel authorized to keep five (5) dogs or more	Per Year	50.00
- F -		
Fire insurance company or association	Per Year	5.00
- H -		
Hawkers and peddlers	Per Week	5.00
	Per Year	25.00
Hotel Accommodations	6% of gross receipts as defined in Section 11-2-6.	
- P -		
Pawnbrokers	Per Year	100.00
Petroleum products, refineries of	Per Year	250.00
Pet shop	Per Year	50.00"

Section 2. Chapter 11, Article 2 of the Scottsbluff Municipal Code is amended by amending Sections 11-2-4 and adding new Sections 11-2-6 through 11-2-11 and repealing the existing language in Sections 11-2-6 through 11-2-10 to provide as follows:

“11-2-4. Tax; term; when due; generally.

Except as provided in the provisions of this Article pertaining to Class C liquor licenses and hotel accommodations, on all occupations and businesses upon which such tax is levied at a yearly rate the year for such tax shall be deemed to begin with the first day of May of each year and shall end on the last day of April following; and such tax for each year shall be due and payable, in advance, on the first day of May of every year, and thereafter such tax shall be delinquent. The whole amount of every occupation tax levied at a daily or yearly rate must be paid in one (1) payment before the occupation or business is commenced, whether payment is made at the beginning of the day or year, or at any time thereafter; and no payment made at the beginning of the day or year shall be for any certain time less than such day or year. The whole amount of the tax on the manufacture, distribution or sale of alcoholic liquor shall be paid immediately after the final issuance of a license to the applicant under the Nebraska Liquor Control Act; provided, however, when there is a purchase of an existing licensed business and a new license of the same class is issued, or upon the issuance of a new license for a location which has not been previously licensed, the license fee and occupation taxes shall be prorated on a quarterly basis as of the date of issuance. The tax on hotel accommodations shall be paid according to the Section of this Article concerning such tax.”

“11-2-6. Same; hotel accommodations.

(A) Commencing on February 1, 2015, every person, entity, or association engaged in the business of offering or providing hotel accommodations to the public within the City, shall pay to the City an occupation tax equal to a percentage set out in Chapter 6, Article 6 on the gross receipts of the basic rental rates charged per occupied room per night for hotel accommodations. For purposes of this section, the following definitions shall apply:

- (1) Hotel shall mean any facility in which the public may, for a consideration, obtain sleeping accommodations in any space ordinarily used for accommodations. The term shall include hotels, motels, tourist homes, campgrounds, courts, lodging houses, inns and nonprofit hotels but hotel shall not be defined so as to include hospitals, sanitariums, nursing homes, chronic care centers, or dormitories or facilities operated by an educational institution and regularly used to house students.
- (2) Occupied room shall mean any space ordinarily used for sleeping accommodations and for which any occupant has, for consideration, obtained the use or possession, or the right to use or possess, for a period not to exceed thirty (30) continuous days. The term shall include camping space, trailer space or

recreational vehicle space. The term does not include a function room such as a ballroom, banquet room, reception room, or meeting room, provided it is not used as temporary sleeping accommodations.

- (3) Basic rental rate shall mean the monetary charge for the use of an occupied room in a hotel.
- (4) The term occupied room shall not mean, and no tax imposed by this Article shall be measured by or collected for:
 - a. Complimentary or other sleeping accommodations for which no consideration is charged;
 - b. Sleeping accommodations for which the consideration is paid by a person not subject to sales and use tax imposed by the Nebraska Revenue Act of 1967, as it is amended from time to time; or
 - c. Sleeping accommodations leased by an employer for use by its employees when a specific room is the subject of the lease, the lease extends for more than thirty (30) consecutive days, and consideration is actually paid for use during at least thirty (30) consecutive days.

(B) The Tax imposed by this Article shall be collected by the hotel operator from the occupant of each room to which the tax applies. The tax may be shown as an add-on to the charge for occupancy of the rooms and shall be collectible at the time the lodging is furnished, regardless of when the charge for the occupancy is paid. The operator shall remain responsible for payment of all taxes imposed whether or not the taxes are actually collected from the guests.

(C) It shall be unlawful for any hotel operator subject to this Article to fail to maintain or fail to make available to the City, upon seventy-two (72) hours notice, written records accurately and completely evidencing the number of rooms occupied, the dates the rooms are occupied, the amount of occupation tax due or paid under this Article, and such other information as is required by the Finance Director of the City. Such records shall be maintained for a period of three (3) years after the occupation tax is due.

(D) Notwithstanding any contrary provision of this Chapter, or Code, the tax imposed by this Article shall be due and payable on the first day of each calendar month next succeeding the month during which the room was occupied. All taxes not paid by the twenty-fifth day of the month in which they are due and payable shall be deemed to be delinquent. The hotel operator shall be assessed a penalty of ten percent (10%) on all delinquent amounts as well as interest of one percent (1%) per month or fraction thereof from the first of the month in which such tax becomes due and payable until the date of payment.”

“11-2-7. Payment; procedure; receipt.

The occupation tax levied pursuant to this Article shall be paid to the City Finance Director. Upon payment of the tax, the City Finance Director shall issue a receipt therefor to the person, persons, partnership, association, firm or corporation paying the same, properly dated and specifying on behalf of whom and for what the sum is paid; and the City Finance Director shall keep a proper account of such taxes.”

“11-2-8. Tax moneys; fund.

All amounts realized from the collection of the occupation tax levied pursuant to this Article shall be placed to the credit of the General Fund or such other fund or funds as designated by the City Council.”

“11-2-9. Refund; prohibited.

Except as otherwise provided for in this Article, no person, persons, partnership, association, firm or corporation paying such occupation tax shall be entitled to a refund of any part of the tax so paid.”

“11-2-10. Nonpayment; distress proceedings.

Upon the failure of any person, persons, partnership, association, firm or corporation to pay such tax when demand is made by the City, the City Finance Director is authorized to issue a distress

warrant over the corporate seal, directed to the Police Chief and commanding the Police Chief forthwith to collect, by distress and sale of goods and chattels for the person, persons, partnership, association, firm or corporation in such warrant named, the occupation tax due and unpaid. The Police Chief for their services shall be entitled to such fees out of the property distrained and sold as sheriffs receive for making levy and sale under execution. The costs created by reason of the distress sale shall be paid out of the property levied upon, in addition to the amount due on the occupation tax.”

“11-2-11. Enforcement.

Should any person, persons, partnership, association, firm or corporation fail to pay such tax when demand is made by the City, the City may recover the same, together with any applicable interest and penalties, in a civil action brought against such person, persons, partnership, association, firm or corporation. This remedy shall not be exclusive of any other type of proceeding available to the City, but shall merely be cumulative.”

Section 3. Previously existing Sections 6-6-18 and 11-2-6 through 11-2-11, and all other Ordinances and parts of Ordinances in conflict herewith are repealed; provided, however, this Ordinance shall not be construed to affect any rights, liabilities, duties or causes of action, either criminal or civil, existing or actions pending at the time when this Ordinance becomes effective.

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

PASSED AND APPROVED on _____, 2015.

Mayor

ATTEST:

City Clerk

(Seal)

**City of Kearney, Nebraska
Hotel Occupation Tax**

Reporting Period:	through
FEIN:	

Company Name:
Address 1:
Address 2:
City, State, ZIP
Phone:
Fax:
Contact Person:
Email:

Gross Sales	
Tax Rate	2%
Gross Tax	
Plus: Penalty (10% on delinquent amount)	
Plus: Interest (1% per month)	
Net Tax Amount to be Remitted	

Signature/Title	Date
<i>I hereby declare that all information provided herein is true, complete, and accurate to the best of my knowledge.</i>	

REMIT TO:	CONTACT INFO:
City of Kearney	Wendell Wessels
P.O. Box 1180	Phone: 308-233-3213
Kearney, NE 68848	Fax: 308-234-6399
	Email: wwessels@kearneygov.org

City of Scottsbluff, Nebraska

Monday, December 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