

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

Regular Meeting
March 2, 2015
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 February 17, 2015 Regular Meeting.
 - b) Council to acknowledge a personal property claim from Luke Weighner for \$445.28 and forward to the city's insurance carrier.
 - c) Council to consider approving the bid specifications for a new rear loader refuse truck for Environmental Services and authorize the City Clerk to advertise for bids to be received by March 24, 2015 at 2:00 p.m.
7. Claims:
 - a) Regular claims
8. Petitions, Communications, Public Input:
 - a) Council to consider approval of Vickie Martinez as manager of the Walgreen's Liquor License.
9. Public Hearings:
 - a) Council to conduct a public hearing as set for this date at 6:05 p.m. to consider an Ordinance Amendment Change to Chapter 25, clarifying definitions relating to Floodways within the City of Scottsbluff and its Extra Territorial Jurisdiction.
 - b) Council to conduct a public hearing as set for this date at 6:05 p.m. to consider an Ordinance change regarding the Gateway Greenway Overlay zoning district located within the entryways/corridors of the City of Scottsbluff.
 - c) Council to conduct a public hearing as set for this date at 6:05 p.m. to consider an Ordinance revision relating to principle permitted uses and special permit

uses for parking requirements and off street parking in the C-1 zoning district, located on Broadway from 14th St. north to 20th Street.

10. Resolution & Ordinances:
 - a) Council to consider an Ordinance text change limiting the areas that may be subdivided without improvements (third reading).
 - b) Council to consider a Resolution adopting a map showing allowable areas for large lot development into the Comprehensive Plan.
11. Bids & Awards:
 - a) Council to approve the Agreement with Baker and Associates for engineering services for Paving District 311.
 - b) Council to award the bid to Infinity Construction for Paving District 311 in the amount of \$265,280.00.
 - c) Council to consider awarding the bid to Infinity Construction for Water District No. 105 in the amount of \$58,870.00.
12. Reports from Staff, Boards & Commissions:
 - a) Council to consider approval of an Agreement with M.C. Schaff & Associates, Inc. for engineering services for improvements relating to the installation of a scale and scale building at the Compost Facility.
 - b) Council to consider the agreement with Thomas P. Miller and Associates for Retainer Services and authorize the Mayor to execute the agreement.
 - c) Discussion and instructions to staff regarding balancing the FY 2014-2015 Budget.
 - d) Council to discuss the City Manager's annual performance review.
13. Executive Session
 - a) Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda.
14. Public Comments: The purpose of this agenda item is to allow for public comment of items for potential discussion at a future Council Meeting. Comments brought to the Council are for information only. The Council will not take any action on the item except for referring it to staff to address or placement on a future Council Agenda. This comment period will be limited to three (3) minutes per person
15. Council reports (informational only):
16. Scottsbluff Youth Council Representative report (informational only):
17. Adjournment.

City of Scottsbluff, Nebraska

Monday, March 2, 2015

Regular Meeting

Item Consent1

Approve the minutes of the February 17, 2015 Regular Meeting.

Staff Contact: Cindy Dickinson, City Clerk

Regular Meeting
February 17, 2015

The Scottsbluff City Council met in a regular meeting on Tuesday, February 17, 2015 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 February 13, 2015, 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 February 13, 2015. 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. Boy Scout Troop 2 was present to work on their Citizenship in the Community Merit Badge and led the City Council in the Pledge of Allegiance. 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, Jordan Colwell, Randy Meininger, Liz Hilyard and Scott Shaver. Absent: None.

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

Moved by Council Member Gonzales, seconded by Council Member Hilyard that,

1. "The minutes of the February 2, 2015 Regular Meeting be approved,"
 2. "Council Member Colwell be excused from the February 2, 2015 Regular Meeting,"
 3. "Specifications for 27th Street and 2nd Avenue turn lane construction be approved and authorize the city clerk to advertise for bids to be received by March 10, 2015, 2:00 p.m.,"
 4. "A public hearing be set for March 2, 2015 at 6:05 p.m. to consider an Ordinance Amendment Change to Chapter 25, clarifying definitions relating to Floodways within the City of Scottsbluff and its Extra Territorial Jurisdiction,"
 5. "A public hearing be set for March 2, 2015 at 6:05 p.m. to consider an Ordinance change regarding the Gateway Greenway Overlay zoning district located within the entryways/corridors of the City of Scottsbluff,"
 6. "A public hearing be set for March 2, 2015 at 6:05 p.m. to consider an Ordinance revision relating to principle permitted uses and special permit uses for parking requirements and off street parking in the C-1 zoning district, located on Broadway from 14th Street north to 20th Street,"
- "YEAS", Gonzales, Colwell, Meininger, and Hilyard. "NAYS" Shaver. Absent: None.

Moved by Council Member Shaver, seconded by Council Member Hilyard, "that the following claims be and hereby are approved and should be paid as provided by law out of the respective funds designated in the list of claims dated February 17, 2015, as on file with the City Clerk and submitted to the City Council," "YEAS", Gonzales, Colwell, Meininger, Shaver and Hilyard. "NAYS" None. Absent: None.

CLAIMS

ACTION COMMUNICATIONS INC.,VEH EQUIP,2436.69; AIR CYCLE CORPORATION,EQUIP MTNC,67; ALLO COMMUNICATIONS,LLC,LOCAL TELEPHONE CHARGES, 5278.23; ASSURITY LIFE INSURANCE CO,LIFE INS,34.36; B&C STEEL CORPORATION,PARTS -

IRON,76; BACK COUNTRY BADGER,EQUIP MAINT,365.72; BLUFFS SANITARY SUPPLY INC.,DEPT & JANIT SUPPL,457.42; BNSF RAILWAY COMPANY,BROADWAY QUIET ZONE WORK,189.74; BRUNZ, BRANDI,SCHOOLS & CONF,69; CAPITAL BUSINESS SYSTEMS INC.,CONT. SRVCS,146.37; CARLSON, DEBRA,DEP SUP,84.67; CARR TRUMBULL LBR INC.,DEPT SUP,101.46; CELLCO PARTNERSHIP,CELL PHONES,788.8; CEMENTER'S INC,DEPT SUP,473.48; CITIBANK N.A.,SUPP - DESK,498.84; CITY OF SCB,PETTY CASH-ADM,147.11; CLARK PRINTING LLC,DEPT SUP,715.85; CLEMCO, INC,BUILDING MAIN. - OFFICE CARPET,1155.58; COLORADO ASPHALT SERVICES, INC,COLD ASPHALT,3535.39; COMPUTER CONNECTION INC,RENT-MACH,46.28; CONTRACTORS MATERIALS INC., SUPP, 704.96; CRESCENT ELECT. SUPPLY COMP INC,DEP SUP,370; CULLIGAN OF SCOTTSBLUFF, DEP SUP,152.4; CYNTHIA GREEN,DEPT SUP,132.51; D & H ELECTRONICS,DEPT. SUPPLIES, 27.8; D & H ELECTRONICS INC.,EQUIP MAINT,32.71; DALE'S TIRE & RETREADING, INC.,VEHICLE MTNC,422.18; DUANE E. WOHLERS,DISPOSAL FEES,1600; ED. ROEHR AUTO RADIO CO INC,EQUIP MAINT,714.24; ELLIOTT EQUIPMENT COMPANY INC.,VEHICLE MTNC,1419.09; FASTENAL COMPANY,EQP MTC,28.55; FEDERAL EXPRESS CORPORATION, POSTAGE, 20.5; FIRST STUDENT, INC,2000 SCHOOL BUS,1500; FLOYD'S TRUCK CENTER, INC,VEHICLE MTNC,310.93; FREMONT MOTOR SCOTTSBLUFF, LLC,EQUIP, 27392.42; GENERAL ELECTRIC CAPITAL CORPORATION,DEPT SUP,349.06; H D SUPPLY WATERWORKS LTD,DEPT SUP,13919; HD SUPPLY FACILITIES MAINTENANCE LTD,DEPT SUP, 1761.35; HEILBRUN'S INC.,SHOP SUPPLIES,2858.87; HITCHES GALORE,EQUIP,593.9; HOME TEAM REALTY, INC,EARNEST DEP,23500; HYDROTEX PARTNERS, LTD,55 GAL OIL,1474.34; ICMA RETIREMENT TRUST-457,DEF COMP,1325.14; IDEAL LAUNDRY AND CLEANERS, INC., DEPT SUPPLIES,1519.39; INDEPENDENT PLUMBING AND HEATING, INC,GRD MTC,29.65; INGRAM LIBRARY SERVICES INC,BKS,8102.42; INTERNAL REVENUE SERVICE,P/R W/H,59697.9; INVENTIVE WIRELESS OF NE, LLC,DEP SUP,8; JACOBS AUTO GLASS,WINDOW,165; JEFFREY F MARTISCHEWSKY,BLDG MAINT,170.81; JOHN DEERE FINANCIAL, DEP SUP,88.93;JOHN DEERE FINANCIAL,EQP MTC,47.05; JOHN DEERE FINANCIAL,DEP SUP,36.42; JOHN DEERE FINANCIAL,DEP SUP,64.61; JOHN DEERE FINANCIAL,DEP SUP,10.96; JOHN DEERE FINANCIAL,DEP SUP,2.99; KRISTIN WIEBE,REIMBURSEMENT,175;KRIZ-DAVIS COMPANY, DEPT SUP,11.67; LEAGUE ASSOCIATION OF RISK MANAGEMENT,PROPERTY INS.,129.85; LEXISNEXIS RISK DATA MANAGMENT INC,CONSULTING,100; MADISON NATIONAL LIFE,LIFE & DIS INS,1794.12; MAILFINANCE INC,RENT - MACH,345; MATHESON TRI-GAS INC,DEP SUP,117.81; MENARDS, INC,DEPT SUP,1647.43; MIDLANDS NEWSPAPERS, INC, LEGAL PUBLISHING, 1965.8; MIDWEST CONNECT, LLC,DEPT SUPP,1013.4; MONUMENT PREVENTION COALITION,CONTRACTUAL,939.94; NE CHILD SUPPORT PAYMENT CENTER,NE CHILD SUPPORT PYBLE,2218.31; NE COLORADO CELLULAR, INC,CONTRACTUAL SVC,36.2; NE DEPT OF REVENUE,W/H TAX,18919.48; NE LIBRARY COMMISSION,SCHL,10; NE REC & PARKS ASSOC.MEMBERSHIP,60; NEBRASKA ASSOCIATION OF CHIEF'S OF POLICE,MEMBERSHIP,50; NEBRASKA MACHINERY CO,REPAIRS TO BACKHOE,4163.79; NEBRASKA PUBLIC POWER DISTRICT, ELECTRIC,44936.06; NEBRASKALAND MAGAZINE,SBSCRIP,44; NELSON ELECTRIC MOTOR SERVICE, INC,EQUIP MAINT,238.69; NETWORKFLEET, INC,SUPP,18.95; NORTHERN SAFETY COMPANY, INC.,DEPT SUP,611.64; NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF,GRD MTC,868.05; ONE CALL CONCEPTS, INC,CONTRCTUAL,34.45; PANHANDLE COOPERATIVE ASSOCIATION, FUEL,2719.53; PANHANDLE ENVIRONMENTAL SERVICES INC,SAMPLES,54; PAUL REED CONSTRUCTION & SUPPLY, INC,WATER MAIN PROJECT,72940.42; PLATTE VALLEY BANK,HLTH SAVINGS ACCT,13342.73; POSTMASTER,POSTAGE,1008.32; POWERPLAN, EQUIP MTNC,2127.05; QUILL CORP,DEPT SUPPL,88.41; REGIONAL CARE INC,MEDICAL CLAIMS,21836.53; RICHS WRECKING & SALVAGE,VEHICLE MTNC,25; RS VENTURES LLC,VEH MAINT,1222.12; RUSCH'S GENERAL CONTRACTING, LLC,CONTRACTUAL SVC,7787; RUSHMORE MEDIA COMPANY, INC,STRM WTR CNTRCTL SRVCS,325; SMEC,

EMP DEDUCTIONS,238; SALES MIDWEST, INC,EQP MTC,636.76; SANDBERG IMPLEMENT, INC,EQP MTC,2315.55; SCB CO CLERK,INTERLOCAL AGREEMENT,14892.12; SCB COUNTY TREASURER,EQUIP,1971.5; SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,225; SCOTTS BLUFF COUNTY COURT,COURT COSTS,187; SCOTTSBLUFF BODY & PAINT,TOW SERVICE,815; SCOTTSBLUFF POLICE OFFICERS ASSOCIATION,POLICE EE DUES,624; SIMMONS OLSEN LAW FIRM, P.C.,CONTRACTUAL SVC,10883.1; SIMON CONTRACTORS, SNOW REMOVAL,10718; SLAFTER OIL CO INC.,OTHER FUEL,1743.9; SOURCE GAS, MONTHLY ENERGY FUEL,7252.14; STEVE DECKER,GRD MTC,4930; SUNSET LAW ENFORCEMENT, LTD,FIREARMS SUPPL,1258.8; TERRY D SCOTT,VEH MTC,1019.9; THE PEAVEY CORP,INVEST SUPPL,232.5; TOMMY'S JOHNNYS INC,CON SRV,1305; TRANS IOWA EQUIPMENT LLC,DELIVERY AND ONE MONTH PAYMENT ON ROTARY SNOW BLWR,5000; TWIN CITY AUTO, INC,PARTS,196.44; TYLER TECHNOLOGIES, INC,ANNUAL TECH SUPPORT,20864.55; UNIQUE MANAGEMENT SERVICES, INC,CONT. SRVCS,322.2; UPSTART ENTERPRISES, LLC,DEPT SUPPL,837.03; US BANK,CONFERENCE-GRIFFITHS,958.12; VAN PELT FENCING CO, INC,STRUCTURE,1430; WELLS FARGO BANK, N.A., RETIREMENT, 30004.95; WESTERN PATHOLOGY CONSULTANTS, INC,DOT TESTING,51; WYOMING FIRST AID & SAFETY SUPPLY, LLC,DEP SUP,29.14; YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE,FITNESS PROGRAM,2186.85; ZM LUMBER INC,DEP SUP,55.92;

City Manager Kuckkahn presented the December 2014 and January 2015 Financial Reports. The sales tax revenues appear to be recovering, but we are still behind the last two year's reports.

Lisa Van Winkle with Panhandle Mental Health Center presented a Proclamation for Mayor Meininger to sign declaring March as "Gambling Awareness Month". She explained that they have a new program that can offer help for people with a gambling addiction through counseling, and community outreach. They are also available for public speaking programs for those who might benefit.

Nathan Johnson, Assistant City Manager, presented the claim in the amount of \$261.50 from Mr. Chuck Davey for sewer back-up damage to his property located at 2122 1st Ave. He explained that the Water Reclamation staff ran the camera through this line and found a lateral service line belonging to 2116 1st Ave. with a protruding root mass causing grease and paper blockage. Mr. Davey is also the owner of 2116 1st Ave. Staff is recommending to Council that they do not approve this claim. Mayor Meininger asked if this is one of the areas that experiences frequent blockage issues. Mr. Johnson explained it is not one of those locations. The root mass is located in the lateral, which is the homeowner's line, and the reason the debris was blocked from going into the sewer main. Homeowners are encouraged to install backflow prevention devices to prevent damage in their homes. Based on the report from staff, Council Member Colwell moved, Council Member Gonzales seconded, "to deny the claim in the amount of \$261.50 from Chuck Davey for personal property damage," "YEAS", Gonzales, Colwell, Meininger, Shaver and Hilyard. "NAYS" None. Absent: None.

Deputy City Attorney Rick Ediger presented the Economic Development Assistance request from EagleMed, LLC, explaining that two years ago they had approached Council with a grant request, which was approved, but did not use the grant at the time of approval because their needs changed. They have been in business for two years, and are now requesting that the grant funds be used for another project. The grant is the same amount, same employees (14), with grant funds to be used for a weather reporting system at the Gordon Airport. The City of Gordon will be adding the same amount to this project.

Holly Anderson, program manager for EagleMed, explained that they are expanding their services to the north, and Gordon is another critical access hospital. This weather reporting system will benefit patients in the entire panhandle by providing reliable flight information. Many patients can be transported back to Regional West Medical Center for care.

Mayor Meininger commented that this is a safety issue, as the Gordon airport is a Visual Flight Rules (VFR) airport, which is very limited. EagleMed cannot accept the flight mission without the electronic weather reporting system. The weather reporting equipment will allow pilots to make good flight decisions. This equipment would benefit the entire panhandle and South Dakota. The equipment expands the distance of visibility to enable the pilot to use the instrumentation of the airplane.

Council Member Shaver asked if this project is allowed for an Economic Development grant since it is in Gordon. Mr. Ediger replied that there are no restrictions that the funds have to be used in Scottsbluff. We've had many projects where we've gone beyond the borders. The justification for this is that people from all over the Panhandle contribute to sales tax revenue, which is the source of the Economic Development grant funds.

Moved by Mayor Meininger, seconded by Council Member Shaver, "to approve revising the prior approval of the Economic Development Assistance Agreement with EagleMed, LLC in the amount of \$70,000.00, to allow the funds to be used for a weather reporting system and authorize the Mayor to execute the agreement," "YEAS", Gonzales, Colwell, Meininger, Shaver and Hilyard. "NAYS" None. Absent: None.

Mr. Johnson presented the bids for the fueling card system from Western Travel Terminal, Westco and Coop. Panhandle Coop had the most reasonable bid with a \$.07 discount and patron discount. Moved by Council Member Shaver, seconded by Council Member Hilyard, "to approve the Fueling Card System bid from Panhandle Coop and authorize the Mayor to execute the Agreement," "YEAS", Gonzales, Colwell, Meininger, Shaver and Hilyard. "NAYS" None. Absent: None.

Assistant City Manager Johnson presented the bids for maintenance of the downtown gardens from Anita's Greenscaping Inc., Prairie Designs and Landscapes, and Scottsbluff Landscaping. This agreement will provide maintenance for gardens in the downtown parking lots, East Overland Entryway, and the Public Safety Building rain garden. The well house on Broadway was originally added to the bid documents, but removed as the Water Department is not going to participate in the agreement. Anita's Greenscaping, Inc. was the lowest and best bid in the amount of \$7800 which will be paid by the Business Improvement District (\$5750) and Stormwater (\$2050). The BID recommended awarding the bid to Anita's Greenscaping. Council Member Shaver asked that since the gardens that were added are minimal maintenance, could we have the Parks Department maintain the gardens. Mr. Johnson responded that we can look into having our staff maintain them during the next budget workshop. This three year contract is for initial trimming and pruning of the bushes and trees to make sure they have an adequate structure. Moved by Council Member Gonzales, seconded by Council Member Colwell, "to approve the Landscape Maintenance Contract with Anita's Greenscaping, Inc. for the downtown gardens and authorize the Mayor to execute the contract," "YEAS", Gonzales, Colwell, Meininger, and Hilyard. "NAYS" Shaver. Absent: None.

Mr. Johnson presented the bid specifications for the new entrance to the Riverside Discovery Center and the Avenue N alignment. We are working with the YMCA and Riverside Discovery Center as partners in this project. The last time we received bids for this project, they were substantially higher than the engineer's estimate. We are hoping for bids closer to the estimated cost. Mayor Meininger noted that since this is a state highway, the state also approved the bid specifications. This entrance will be on both sides of the road, which will align with our Comprehensive Plan. Moved by Council Member Shaver, seconded by Council Member Hilyard, "to approve the specifications for the Riverside Discovery Center entrance and Avenue N intersection improvement project and authorize the city clerk to advertise for bids to be received by March 10, 2015, 2:00 p.m.," "YEAS", Gonzales, Colwell, Meininger, Shaver and Hilyard. "NAYS" None. Absent: None.

City Planner, Annie Folck, presented the request for qualifications to solicit bids for the evaluation of the city's infrastructure to be used in the updated Comprehensive Plan. The studies that have been completed identify future land use throughout the community but does not take the utilities into consideration. This was reinforced by the Developers Task Force in 2012, as they viewed sewer and water development as the city's primary responsibility to encourage development. They noted that historically, the city has not adequately considered off-site infrastructure and recommended that the city adopt a more proactive policy. This RFQ will consider looking at the current system, logical extensions, where we could improve and provide cost estimates so we can budget accurately. Ms. Folck worked with the City of Gering developing the RFQ, but each city will bid the evaluation separately. Mayor Meininger asked where NPPD fits into this process. Ms. Folck agreed that they need to be included in this process. Moved by Council Member Hilyard, seconded by Council Member Colwell, "to approve the Request for Qualifications for professional services related to the evaluation, recommendation and

estimated costs for infrastructure for the City's Comprehensive Development Plan and authorize the city clerk to advertise for bids to be received by March 10, 2015 2:00 p.m.," "YEAS", Gonzales, Colwell, Meininger, and Hilyard. "NAYS" Shaver. Absent: None.

City Manager Kuckkahn explained that Mike Bacon, City Attorney for Gothenburg, is an expert in economic development financing tools, including tax increment financing and LB 840. He has agreed to do a presentation for the cities of Scottsbluff and Gering on March 10, 2015 for a fee not to exceed \$500.00 to cover his travel and lodging costs, which will be paid with LB840 funds. Moved by Mayor Meininger, seconded by Council Member Shaver, "to approve reimbursement of actual travel and lodging costs, not to exceed \$500.00 to Mike Bacon for a presentation on Tax Increment Financing and other Economic Development tools during a special meeting seminar on March 10, 2015," "YEAS", Gonzales, Colwell, Meininger, Shaver and Hilyard. "NAYS" None. Absent: None.

As discussed at the last meeting, Mr. Johnson presented the extension contract with Twin Cities Development. This will take their agreement into the next quarter to allow enough time for staff to negotiate the Support Agreement with TCD. Mr. Kuckkahn added that he anticipates having the final agreement after the Economic Development presentation on March 30, 2015. Moved by Council Member Gonzales, seconded by Council Member Hilyard, "to approve the extension of the Twin Cities Development Support Agreement and authorize the Mayor to execute the Agreement," "YEAS", Gonzales, Colwell, Meininger, Shaver and Hilyard. "NAYS" None. Absent: None.

Regarding the agreement with Thomas P. Miller and Associates (TPMA), Mr. Kuckkahn explained that there are a number of things currently in the works for the Economic Development Plan, including: utilities, flood plain mapping east of town which is a federal program, and storm water management including public land and acquisition to unify a regional-wide system to manage resources more efficiently.

We hope to have a Comprehensive Plan that is driven by the Economic Development Plan. We currently have other key contracts out there all of which will come together for a site specific identification to identify what sites are most suitable for economic development. Mr. Kuckkahn explained that he would like to have TPMA bring all economic development issues together rather than piece meal the process, which is the purpose of this additional contract. We are currently not prepared to endorse the retainer contract. A representative from TPMA is currently in town and will be meeting with committee and council members to discuss this process. Staff is suggesting consideration of this contract at the next meeting, which Council agreed.

Mayor Meininger recognized and congratulated City Planner Annie Folck for her receipt of the Nebraska Statewide Arboretum Community Landscape Award for the addition of community sustainable landscapes.

Perry Mader, Parks and Recreation Supervisor, gave the Council an update on the progress of the Monument Valley Pathway project. He explained that the city was approved for a \$3 million grant (80/20) to construct five miles of pathway with two ending points at Western Nebraska Community College and Regional West Medical Center. The project has passed all environmental assessments and is now in the planning and engineering phase. There have been a few modifications to the plan which has been developed by the staff and boards. Their goal is to connect the schools and parks with neighborhoods. The future plan is to bid the project in 2016 and construction to take place in 2017. They have already held an open house for public input and plan to have another. There are some right of way issues on Avenue I, but they feel it can be worked out. They have a pathway bridge planned by the 23 club over Highway 26, however, actual construction will depend on the cost.

The Parks Department is already working on the next phase with possible grant funding for approximately \$2.5 million. The funding agencies are very positive and supportive about this pathway plan. Phase two will make the pathway a signature project for our community.

Mayor Meininger explained that he plans to go to Lincoln to testify on behalf of LB419 which would make zoos exempt from paying a state tax. The Riverside Discovery Center would save approximately \$22,000 a year in taxes if this bill passes. Council Member Shaver commented that he would be in favor of this bill if the City of Scottsbluff was not helping to fund the RDC. Moved by Council Member Gonzales, seconded by Council Member Colwell, "to authorize the Mayor to sign a

letter of support and testify on behalf of LB419,” “YEAS”, Gonzales, Colwell, Meininger, and Hilyard. “NAYS” Shaver. Absent: None.

City Manager Kuckkahn explained that without passage of the Lodging Tax Ordinance, we will have a \$200,000 shortfall in the general fund. The sales tax, while improving, still isn't where it was a few years ago. As a result, we will need to cut back as there are no other revenue resources. Mr. Kuckkahn is bringing these ideas to Council to begin to look at areas where we can cut back, internally.

Some possibilities with staff include:

- Combining the Code Inspector position with the Fire Inspector
- Library - cut a library page position and reduce evening hours
- Delay any re-hires of essential positions to create a salary lapse, producing additional savings
- Consideration of outside contracts with the RDC and the Indoor Splash Pool

Mr. Kuckkahn explained that there is no need to overreact. We need to look at the long term, as it is possible to diminish the reserve quickly if we use the reserve to cover the shortfall. We are not in a position to slash quality programs at this time. This is not a desperate situation, but serious enough to be proactive. Council Member Shaver commented that since the lodging tax was to be used for the Zoo, we should not continue to fund the Zoo.

Council Member Hilyard asked staff to present what the savings with these cuts would look like. Council Member Gonzales commented that he is concerned about nickel and diming the departments to fix this problem, especially with the new progress of the Economic Plan on board. Staff will bring a detailed report with recommendations back to the Council.

City Manager Kuckkahn explained that the reason we excuse Council absences is because of the State Statute regarding City Council absentees, Neb Rev Stat 19-3101, which states that any Council person that misses five consecutive regular meetings, not excused by a majority vote, creates a vacancy. The Council person is entitled to a notice and hearing before the vacancy is declared. The City doesn't have a separate policy, we follow the State Statute.

Council introduced an Ordinance text change limiting the areas that may be subdivided without improvements which was read by title on second reading: AN ORDINANCE AMENDING CHAPTER 21, ARTICLE 1 OF THE SCOTTSBLUFF MUNICIPAL CODE IN DEALING WITH SUBDIVISIONS AND IMPROVEMENTS REQUIRED, AMENDING §21-1-21, §21-1-27, and §21-1-34, REPEALING ALL PRIOR SECTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

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

Mayor

ATTEST:

City Clerk

City of Scottsbluff, Nebraska

Monday, March 2, 2015

Regular Meeting

Item Consent2

Council to acknowledge a personal property claim from Luke Weighner for \$445.28 and forward to the city's insurance carrier.

Staff Contact: Mark Bohl, Public Works Director

NEBRASKALAND TIRE

OWNED AND OPERATED BY A PROUD GOODYEAR INDEPENDENT DEALER

709 BROADWAY
SCOTTSBLUFF, NE 69361
(308) 632-7731
9712@NKTIREGROUP.COM

01/23/15 02/06/15
01:36 PM 03:09 PM
TERR: 9712
NONSIG: 173296

NEBRASKALAND
KANSASLAND
COLORADOLAND
TIRE GROUP

INVOICE 07980

PAGE: 01

BILL TO: LUKE WEIGHNER
2917 18TH AVE
SCOTTSBLUFF, NE 69361

PHONE 1..... (970) 324-1170 EXT.
PHONE 2.....
DATE REQUESTED 01/23/15
TIME REQUESTED
RETURN PARTS... NO
SALESMAN..... 937 / 278

VEH YEAR/MAKE. 10 NISSAN-DATSUN
VEHICLE MODEL. ALTIMA SR
VEHICLE COLOR. SILVER
LICENSE/STATE. 21-BG25 / NE
ODOMETER IN/OUT. 78036 / 78036
PRIOR INVOICE. 067798

ACCOUNT # COB TC CUST# TYPE/STATE PAYMENT METHOD
971200001 2 01 03655 0 NE CHECK

SLS#	TECH	PRODUCT CODE	BC	QTY	DESCRIPTION	PARTS	LBR/EXCISE	LINE TOTAL
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937	B66	093-550	R	1	BASIC TIRE INSTALLATION PACKAGE W/PURCHASE	4.50	13.00	17.50
PACKAGE INCLUDES LIFETIME BALANCE, VALVE STEMS IF APPLICABLE LIFETIME ROTATION AT OUR LOCATIONS MOST VEHICLES, SOME RESTRICTIONS APPLY FOR APPLICATIONS								
937	B66	093-980	R	1	RETORQUE AND CHECK WHEELS AT 50-100 MILES	.00	.00	.00
OWNER RESPONSIBLE FOR RECHECKING WHEELS FOR TORQUE BETWEEN 50-100 MILES ON ALL VEHICLES WHERE WHEELS HAVE BEEN REMOVED, NOT RESPONSIBLE FOR DAMAGE AFTER INSTALLATION IF NOT CHECKED AND REPORTED WITHIN 100 MILES.								
937		394-999-045-0	R	1	18 INCH O.E. NISSAN WHEEL HYPER SILVER	330.00	.00	330.00
937	274	078-162	R	1	COMPUTERIZED 4 WHL ALIGN (INCL REAR ADJ)	.00	69.99	69.99
937	001	093-103	R	1	MISC SERVICE SUPPLIES	.75	3.57	4.32
A PERCENT OF THE SERVICE PORTION OF YOUR INVOICE REFLECTS COST OF ITEMS LIKE CLEANERS, RAGS, LUBRICA NTS, SEAT COVERS, DISPOSAL, ENERGY CHARGES ETC IN RARE CASES THIS MAY RESULT IN A PROFIT								

THANK YOU FOR YOUR BUSINESS! LET ME KNOW WHAT WE CAN DO BETTER.
CHRIS HASSE - MANAGER

CUSTOMER AUTHORIZATION FOR TOTAL

INVOICE TOTAL

CHECK AMOUNT.....	445.28
TAXABLE AMOUNT.....	335.25
SUB TOTAL.....	421.81
LABOR TOTAL.....	86.56
PARTS TOTAL.....	335.25
SALES TAX.....	23.47
TOTAL	\$445.28

SEE REVERSE SIDE FOR IMPORTANT SAFETY WARNING AND WARRANTY INFORMATION

Hello,

My name is Luke Weighner and I spoke to you a couple of weeks ago about the pothole on Ave B that I hit. You asked me to send you the statement of what happened and the bill which are both in this email. If you have any other questions you can contact me at this email address or the phone number listed below.

On January 17 I was heading home from Culver's, where I work at. I hit a pothole on Ave B. On the way home the tire pressure sensor light went on and I felt a vibration coming from that tire. I took the tire off immediately and put on my spare. The next week I brought my car in and I was told the rim had been damaged and needed to be replaced. Attached is the bill for the new rim and realignment. If you have any other questions I can be contacted at (970) 324-1170.

City of Scottsbluff, Nebraska

Monday, March 2, 2015

Regular Meeting

Item Consent3

Council to consider approving the bid specifications for a new rear loader refuse truck for Environmental Services and authorize the City Clerk to advertise for bids to be received by March 24, 2015 at 2:00 p.m.

Staff Contact: Mark Bohl, Public Works Director

Agenda Statement

Item No.

For Meeting of: March 2, 2015

AGENDA TITLE: Council to consider approving the bid specifications for a new rear loader refuse truck for Environmental Services and authorize the City Clerk to advertise for bids to be received by March 24, 2015 at 2:00 p.m.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Environmental Services

PRESENTATION BY: City Manager Rick Kuckkahn/ Asst. City Manager Nathan Johnson

SUMMARY EXPLANATION: The Environmental Service Department is requesting approval to purchase a new rear loader refuse truck for the department. This will replace an older model.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: The Environmental Service Department is recommending the approval to purchase a new rear loader refuse truck to replace an older existing pickup truck. We will use a current back up truck for a trade in.

EXHIBITS

Resolution Ordinance Contract Minutes Plan/Map

Other (specify) approve the purchase of a new rear loader refuse truck

NOTIFICATION LIST: Yes No Further Instructions
Please list names and addresses required for notification.

- Elliott Equipment
3100 West 76th Street
Davenport, IA 52806
(563) 391-4840
- Kois Bros.
5200 Colorado Blvd.
Commerce City, CO 80022
(303) 298-7370
- Southwestern Equipment
176 Stemmons Frwy
Lewisville, TX 75067
(800) 867-9177

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev: 11/15/12 City Clerk

City of Scottsbluff
Request for bids

Sealed bids will be received by the City of Scottsbluff, Nebraska, at the office of the City Clerk, City Hall, and then publicly opened and then read aloud for the City's purchase of a rear load refuse compactor truck used in the Public Works Department, Sanitation Division. Copies of the specifications may be obtained from Environmental Services Office, 609 E 2nd Street or from the City Clerk's Office, 2525 Circle Drive, Scottsbluff, NE 69361.

Bids must be made on the Proposal Form found in the Specifications and submitted in a sealed envelope labeled "**BID FOR REAR LOAD REFUSE COMPACTOR TRUCK**" to the office of the City Clerk, no later than **March 24, 2015 at 2:00 p.m. local time**. The City will accept only those sealed bids, either hand delivered or received via the U.S. Mail or other commercial carrier. Items transmitted by facsimile or electronically will not be accepted.

The City of Scottsbluff reserves the right to reject any or all bids and to waive any irregularities or informalities in any bid received, and to accept any bid which is deemed most favorable to the City of Scottsbluff, at the time and under conditions stipulated in the General Conditions. Bids received after the specified time of closing will be returned unopened.

If you have any questions regarding this invitation to bid, please contact Anthony Harris, Sanitation Supervisor, at 308-630-0985

Print 3 times: March 6, 13 and 20, 2015
One affidavit of publication requested

GENERAL CONDITIONS

SCOPE

The City of Scottsbluff desires to purchase one Twin Screw (tandem axle) conventional cab and chassis with a 25 cubic yard, excluding hopper, rear load high compaction refuse body to be used for commercial refuse collection by the Sanitation Division of the Utilities Department. Its configuration must be compatible with current city refuse collection operations. All attached components including the garbage body shall be securely mounted to the cab and chassis.

The City of Scottsbluff reserves the right to reject any or all bids, to award the bid in part or in whole, and to waive any informalities or irregularities and to accept any proposal which is deemed most favorable to the City of Scottsbluff.

Bidders must submit with their bid the latest printed specifications and advertising literature on the units they propose to furnish, including the garbage body and the cab and chassis.

The manufacturer's usual warranty against defective materials or workmanship shall apply. The terms of the warranty for the cab and chassis and the garbage body must be included with the bid.

The bidder shall indicate "yes" if the equipment they are proposing meets the specification or "no" if the equipment they are proposing does not meet the specification. If "no" is indicated, the bidder shall list on the attached sheet labeled "Exceptions to Bid Specifications Sheet A" any variations from, or exceptions to, the conditions and specifications of this bid and shall be attached to the bid and specifications.

The price or prices quoted shall be good for thirty (30) days from the bid date and shall include all transportation charges fully prepaid to and from the City of Scottsbluff Environmental Services Building, 609 E 2nd Street.

The City of Scottsbluff desires delivery to be completed within 150 days from the date of award. Bidder will certify delivery date on the proposal form.

Awards will be made to the lowest responsible bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to requirements, delivery terms and guarantee clauses shall be taken into consideration.

SPECIFICATIONS

A. CAB AND CHASSIS

1. <u>Application</u>	
1.1	The intent of these specifications is to describe the <u>minimum</u> requirements for a 60,000 GVWR Twin Screw (tandem axle) Cab and Chassis.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
1.2	This chassis must be capable of carrying the net weight of a Refuse Body with 25 cubic yard capacity, plus the weight of the refuse to be collected.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
1.3	The Cab and Chassis must be usable with no obstructions protruding above the frame.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
1.4	This application not only demands the truck cab and chassis act as the prime mover for this mounted equipment but will also be utilized as the primary source of power for these attachments.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
1.5	Cab shall be painted manufacturer's standard high gloss maroon with rust preventing primer undercoat.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
1.6	Frame to be painted black.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
2. <u>Model</u>	
2.1	The equipment furnished under these specifications shall be new 2015 or latest improved model in current production as offered to the commercial trade.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
2.2	Vehicle shall be complete with all accessory equipment as specified including all operation and service manuals at time of delivery.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
2.3	Vehicle shall comply with all current provisions of the National Traffic and Motor Vehicle Safety Act.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	

2.4	Bidders are cautioned to read the specifications carefully as they may include special requirements not commonly offered by the manufacturer.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
2.5	Bidders shall also attach a statement that the cab and chassis offered meets or exceeds these specifications and/or list any exceptions fully and accurately.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
3. <u>GVWR</u>	
3.1	60,000 pounds.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
4. <u>Wheel Base</u>	
4.1	The cab-to-trunion dimensions will be 156" CT.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
5. <u>Engine</u>	
5.1	350 HP Cummins diesel, with 1,000 Ft./lbs of torque at rated RPM, turbo-charged and after cooled inline 6 cylinder, or approximate equivalent, with full RPM range governor.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
5.2	Shall be of the latest design to comply with current EPA emissions requirements.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
5.3	Heavy duty cooling system with freeze protection to -34 degrees Fahrenheit.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
5.4	Engine cooling system to be equipped with a replaceable spin-on type coolant filter.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
5.5	Heavy duty aluminum radiator.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
5.6	Constant tension hose clamps for coolant hoses.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
5.7	Heavy duty radiator mounting.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
5.8	Remote mounted surge tank with sight glass.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
5.9	Shall have a shutdown system for low engine oil pressure and high coolant temperature.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	

6. Fuel Tank

6.1 Minimum 50-gallon capacity.

Meets Specifications: Yes No

6.2 Fuel filter/water separator with heated bowl and indicator light.

Meets Specifications: Yes No

6.3 Reinforced nylon fuel hose.

Meets Specifications: Yes No

7. Transmission

7.1 Allison 3,000 RDS 6 speed automatic transmission with PTO provision.

Meets Specifications: Yes No

7.2 Heavy duty auxiliary transmission cooler.

Meets Specifications: Yes No

7.3 Transmission check and fill with electronic oil level check.

Meets Specifications: Yes No

7.4 Magnetic plugs.

Meets Specifications: Yes No

8. Exhaust System

8.1 Vertical or horizontal muffler meeting EPA noise reduction requirements with a vertical exhaust exiting behind the cab at or above the top of the body. Exhaust opening shall be equipped with a bent elbow or rain cap.

Meets Specifications: Yes No

9. Electrical System

9.1 12 volt.

Meets Specifications: Yes No

9.2 Minimum of three (3) maintenance-free batteries providing 650/1950 CCA.

Meets Specifications: Yes No

9.3 Single battery box frame mounted left hand side under cab.

Meets Specifications: Yes No

9.4 12 volt/160 amp alternator capable of sustaining load requirements at low engine RPM.

Meets Specifications: Yes No

9.5 Adequate circuit protection using breakers or fuses.

Meets Specifications: Yes No

9.6	Electrical load requirements to be specified and all circuitry mapped for servicing needs.	Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
10. Cab and Equipment			
10.1	Fully enclosed safety-type cab with key locks on all doors, power windows.	Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
10.2	Tilt hood and fender design.	Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
10.3	Interior of adequate size and configuration to allow seating for a crew of three.	Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
10.4	Seats: air ride driver and 2 person passenger seat.	Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
10.5	Assist handles, left and right hand sides.	Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
10.6	Heated power mirrors: left and right hand side west coast type with convex spot mirrors.	Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
10.7	Dome light and courtesy switch.	Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
10.8	AM/FM radio.	Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
10.9	Seat belts for all passengers.	Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
10.10	Key check for warning light.	Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
10.11	Minimum 10 gallon after treatment tank. (DEF)	Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
10.12	Full gauge instrumentation including engine hour meter and tachometer.	Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
10.13	Horn;air.	Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
10.14	Production design headliner.	Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
10.15	Left and right sun visors.	Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	

10.16	Insulated rubber floor mat.	Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
10.17	Heater/air conditioner circulating fan to have at least three (3) speeds. Air conditioner must have environmentally safe refrigerant.	Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
10.18	Parking brake on-off control.	Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
10.19	All lighting to meet CCC regulations and as required by law.	Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
10.20	Painted front bumper.	Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
10.21	Two (2) front tow hooks frame mounted.	Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
11. <u>Windshield Wipers</u>			
11.1	Variable speed electric with intermittent.	Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
11.2	Electric washers.	Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
12. <u>Steering</u>			
12.1	Power assisted steering.	Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
13. <u>Service Brakes</u>			
13.1	Full air brake package with low air warning device.	Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
13.2	12 CFM air compressor, pressure oiled, water-cooled.	Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
13.3	Air reservoir with 2,000 cubic inch capacity.	Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
13.4	Automatic moisture ejector with heater.	Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
13.5	Air dryer located on outside of frame and not more than 12 feet from compressor.	Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
13.6	Front and rear brakes with dust shields to be Rockwell S-cam with Bendix automatic slack adjusters or approved equal.	Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	

14. <u>Parking Brake</u>	
14.1	Spring set-air release on rear driving wheels with dash mounted control. Flipper work brake to be tied to auto neutral.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
15. <u>Front Axle</u>	
15.1	14,000 pound, SET BACK AXLE, I-beam design.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
15.2	C.R. "Scotseal Plus" unitized wet type wheel seals.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
16. <u>Front Suspension</u>	
16.1	14,000 pound capacity springs, combined rating at the ground.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
16.2	Heavy-duty shock absorbers.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
17. <u>Rear Axle</u>	
17.1	46,000 pound capacity single reduction with a moderately deeper rear axle ratio and locking differential to adequately handle a fully loaded truck.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
18. <u>Rear Suspension</u>	
18.1	46,000 pound Tuftrac suspension or approved equal.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
19. <u>Frame</u>	
19.1	Heavy duty heat treated frame rails not less than 3,000,000 RBM per rail. The strength and construction is to be consistent with the GVW rating of the vehicle for both on and off-road use. Off-road use relates to those conditions encountered in operational conditions at a sanitary landfill.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
19.2	Clean frame on outside of rails from back of cab to front of rear tires.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
19.3	Light weight heavy-duty aluminum engine crossmember.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
20. <u>Wheels/Tires</u>	
20.1	Front: wheels to be Accuride 22.5" x 9.00", 10-hole hub centering unimount. Front: tires to be Michelin XZA 315/80R22.5 20 ply radial or equivalent equal.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
20.2	Rear: wheels to be Accuride 22.5" x 8.25", 10-hole hub centering unimount.

	Rear: tires to be Michelin XDE 11R22.5 14 ply radial or equivalent equal.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
21. <u>Paint</u>	
21.1	Paint to be high gloss maroon as provided by the manufacturer with rust-preventing primer undercoat. DuPont IMRON.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	

B. REFUSE BODY

1. <u>Application</u>	
1.1	It is the intent of these specifications to describe the minimum requirements for a refuse collection body of the rear loader design.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
1.2	The capacity shall be 25 cubic yards, exclusive of the hopper. No Longer than 270" without roll bar.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
1.3	Features standard to this unit will be furnished by the successful bidder. Body shall conform in strength, quality of material and workmanship to that provided by the best engineering and manufacturing practices of the industry.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
1.4	All equipment shall be of new model design, assembled and ready for operation at the time of delivery.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
1.5	Bidders shall attach a statement that the unit meets or exceeds these specifications and/or list any exceptions fully and accurately.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
2. <u>General</u>	
2.1	Refuse body will have a capacity of 25 cubic yards exclusive of the hopper. Body weight shall not exceed 14,250 pounds.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
2.2	Packer body capable of packing 1,100 pounds per cubic yard of dry commercial refuse.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
2.3	Hopper shall have a minimum capacity of 4.0 cubic yards.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
2.4	Packer body must meet all applicable ANSI Z-245.1 safety standards.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
2.5	The truck shall be equipped with a PTO capable of supporting a PARKER pump arrangement which requires no driveshaft. 42 GPM at 1200 RPM, with minimum of

	2400 PSI pressures. NO Pressures below 2000 PSI will be accepted.
	Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>
2.6	PTO is to be of "hot shift" design, hydraulically actuated and protected by an Engine Overspeed Speed (E.O.S.) device. Close Coupled "NO DRIVE SHAFTS Accepted"
	Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>
2.7	A hydraulically powered container-lifting device shall be mounted to the body roof. The reeving cylinder shall have a 12,000 pound lift capacity and lift up to 6 yard cubic yard containers.
	Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>
2.8	Hydraulic Kick Bar device to lift and dump up to 4 cubic yard commercial containers, including trunion locks to lock container into position along with associated hydraulic components. The roll bar shall be completely adjustable in the field so that the City of Scottsbluff can have the roll-bar meet their containers without any problems.
	Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>
3. <u>Body Construction (the following specifications are minimums)</u>	
3.1	The body shall be of all steel welded construction. Inside body shall be smooth on the floor, side walls and roof. Sides, roof and floor shall be robotically welded to prevent distortion of the heat when welded.
	Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>
3.2	All pivot points shall be provided with grease zerks.
	Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>
3.3	The body sides shall be constructed of 8 gauge, 80,000 PSI steel minimum. The body front header, upper header and rear header shall be boxed. NO BUTT welding will be accepted.
	Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>
3.4	The roof shall be constructed of 8 gauge, 80,000 PSI steel minimum.
	Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>
3.5	The flat body floor shall be 7 gauge, 100,000 PSI steel minimum. Must NOT have inboard guide rails or a trough. The floor shall be fully supported by and interlaced under structure that is fully robotically welded. Floor cross members understructure shall be 3"x6" made with 7 gauge material like the smooth floor material.
	Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>
3.6	Side access door shall be located street side of body sidewall.
	Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>
3.7	Side access door shall be equipped with a safety interlock to disengage the hydraulic system when open. And have fold up ladder.
	Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>
4. <u>Body Dimensions</u>	
4.1	Outside width of body not to exceed 96 inches.

Meets Specifications: Yes No

5. Hopper

5.1 The hopper capacity shall not be less than 3.95 cubic yards water level.

Meets Specifications: Yes No

5.2 Hopper cycle time with a standard PTO and pump shall not exceed an average 17-19 seconds. The reload time of trash shall be 6-8 seconds in the cycle.

Meets Specifications: Yes No

5.3 The entire hopper floor shall be a minimum 3/16 inch, 150,000 PSI steel.

Meets Specifications: Yes No

5.4 A hopper sides shall be constructed of 3/16 inch, 150,000 PSI steel.

Meets Specifications: Yes No

5.5 The hopper wall braces shall be 8 gauge, 80,000 PSI high strength steel.

Meets Specifications: Yes No

6. Packing Mechanism

6.1 The sweep panel shall be of the backhoe packing type, and designed to have a minimum clearance to thoroughly clean the hopper bottom during cycling.

Meets Specifications: Yes No

6.2 The sweep panel face plate shall be constructed of 3/16", 150,000 PSI steel and shall be reinforced with internal braces.

Meets Specifications: Yes No

6.3 The sweep panel shall be powered by two 5" double acting cushioned cylinders equipped with bronze bushings with a 36" stroke.

Meets Specifications: Yes No

6.4 The sweep panel cutting edge is to be 3/16" 321 BHN Abrasion resistant plate steel at 150,000 PSI.

Meets Specifications: Yes No

6.5 The slide panel face plate shall be constructed of 7 gauge 150,000 PSI steel with 3/16" 150,000 PSI steel side frames.

Meets Specifications: Yes No

6.6 The slide panel shall be powered by two 5.5 inch cushioned double acting cylinders, and a 24" stroke. Located inside the hopper confines NOT coming in contact with trash. These cylinders shall carry 111,670 pounds of packing force minimum.

Meets Specifications: Yes No

6.7 The slide and sweep cycles will be positive and automatic and be operated from the right hand side of the tailgate at the rear, with a race lever shift design. Both handles must be able to be gripped with one hand in a single motion.

Meets Specifications: Yes No

6.8	All levers to be clearly identified that allow the operator to start, stop and reverse the direction of any function at any time throughout the packing cycle.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
7. Tailgate	
7.1	The tailgate is to be hinged at or above the roof line using (two) 1 inch, 50,000 PSI heavy duty hinges. It is to be raised for load ejection by two, 3½ inch bore, double acting cylinders mounted on the outside of the tailgate. These cylinders shall be of a design that will prevent rapid lowering of the tailgate in case of a hydraulic component failure.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
7.2	Tailgate to be held closed by two screw clamps, one on each side of the tailgate. Clamps are to be equipped with a fast-spin handle.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
7.3	A gasket is to be affixed to the tailgate to provide a water tight seal between the body and the tailgate.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
7.4	The tailgate must be equipped with a tailgate ajar switch with warning light fixed in the cab which complies with ANSI standards and warns when the tailgate is partially to completely open.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
7.5	Riding steps are needed on both sides of the tailgate. To be undercoated with hard Rhino type material.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
7.6	Body hinge structures must be of proper design and construction to support the tailgate.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
7.7	Two tailgate props (one each side) externally mounted shall be furnished. Tailgate to be open in the propped position in a minimum of 24 inches.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
8. Ejection Unload System	
8.1	Dumping is to be accomplished by the full ejection method. Raising of the body for ejection purposes is not acceptable. Control lever for ejection is to be located at the front, left side of the body.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
8.2	Ejection shall be done by means of a double acting single stage hydraulic cylinder coupled to a push-out bar operated in conjunction with a double acting single stage hydraulic clamping cylinder or a telescoping, full length hydraulic cylinder. No portion of the ejection forces shall be directed toward the body floor (downward).
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	

8.3	Ejector panel shall be 11 gauge 80,000 PSI steel capable of withstanding the packing pressures generated by the packing process. It must be designed to act as a bulkhead against which refuse is compressed by the packer plate and capable of ejecting highly compacted refuse loads.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
8.4	The ejector panel is to travel the full length of the body and be equal in area to the cross section of the body.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
8.5	Ejector panel will travel on friction reducing composite materials that can be replaced without removing the panel from the body. Must be able to flip over the shoes from bottom to top side for complete wear.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	

8.6	No part of the ejector panel shall protrude into the hopper when it is in the rearmost position.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	

9. Hydraulic System

9.1	The hydraulic pump is to be a spur gear type with wear compensating side plates using hydraulic pressure to keep them properly tensioned and positioned to maintain a consistent fluid flow rate. Pump to be driven through a transmission mount PTO.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	

9.2	Pump capacity shall not be less than 42 GPM at 1200 RPM.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	

9.3	A factory installed relief valve shall be incorporated into the system and set at a minimum of 2400 PSI.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	

9.4	A 3-micron filter is to be installed in the return line with a visible indicator when the system is restricted and in a bypass mode. Prior to filtering into the filter a 100 micron mesh shall separate much of the fluid containments.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	

9.5	The hydraulic tank is to be mounted on frame rail and equipped with a 3-micron breather filter and eye level sight gauge.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	

9.6	The hydraulic reservoir must have a capacity of at least 42 gallons.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	

9.7	The hydraulic system must contain cylinders capable of performing the operational requirements set forth in these specifications.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	

9.8	Hydraulic hoses are to be SAE approved construction with hose burst pressure 4
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	times working pressure. All hydraulics to have O-ring face seals.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
9.9	The system must contain a manually operated control valve providing sufficient capacity to operate all hydraulic components.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
9.10	All hydraulic control assemblies must be located so that at no time or load condition it becomes necessary to remove the load to service these components.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
9.11	All cylinders are to have latest design sealing materials. All cylinders to operate without direct contact with collection refuse.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	

10. Controls

10.1	Controls for the packer operation are to be located curb side at the rear of the unit. This/these manually operated lever(s) must have the capability to start, stop or reverse the packing mechanism. The dual lever control rods must be located outside the hopper. Control rods to go directly into operating valve no cross linkage will be considered.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
10.2	An automatic throttle advance must be provided for the packing operation.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
10.3	A push button switch that activates a driver signal in the cab is to be provided on both sides of the tailgate to signal the driver.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
10.4	Tailgate life and ejector controls are to be located street side at the front of the body.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
10.5	PTO/pump controls are to be mounted in the cab, with truck cab integration.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	

11. Lighting and Wiring

11.1	Body lighting must conform to FMVSS#108 regulations.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
11.2	For maximum visibility, a light panel above the hopper must be provided, consisting of two 4 inch LED red stop/tail lights, two 4-inch amber LED turn signal lights, three individual LED ID lights. All lights to be grommet mounted except utility and license plate lights. Also, one strobe light shall be mounted on top of the tailgate and shall be turned on only when the truck is backing up. All lights shall be Peterson Smart Lighting system with LED lights and strobes.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
11.3	A lighted license plate bracket will be provided. Two built in LED strobes on front of

	box and two upper tailgate and lower tailgate strobes
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
11.4	Wiring to be enclosed in a pre-assembled sealed harness to meet SAE specifications J22223-1-2-3.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
11.5	All electrical junction locations are to be within the body structure and must be weatherproof.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
11.6	All wiring to be color-coded and labeled.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
11.7	A backup alarm conforming to ANSI standards must be provided. The alarm must also sound when the tailgate is not closed.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	

12. Painting

12.1	The body shall be properly cleaned with a chemical etching solution to remove all dirt, oil and prepare the surface for good paint adhesion. All surfaces shall be clean of welding slag. Painted with DuPont Imron paint Scottsbluff Burgandy.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
12.2	All burrs and rough spots are to be ground off to a clean, smooth surface.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
12.3	A coat of lead-free primer with rust inhibitors shall be applied.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	
12.4	Top finish coat is to be baked on high gloss Maroon.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	

13. Camera

13.1	A color camera shall be provided on the rear of the truck for use as a backup camera. Protective cases shall be provided for the camera.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	

14. Additional Information

14.1	A color monitor shall be mounted in the cab and be a fully adjustable flat screen type.
Meets Specifications: Yes <input type="checkbox"/> No <input type="checkbox"/>	

15. Option – With On-Board Weighing System

15.1	The purpose of the On-Board Weighing System is to provide the truck operator the ability to load the truck up to the legal limit. An in-dash display must accurately show the steer and drive axle group weights, GVW and NET payload weights.
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Meets Specifications: **Yes** **No**

16. Trade

16.1 The vehicle being traded is a Freightliner with Newway packer.

City of Scottsbluff, Nebraska
Monday, March 2, 2015
Regular Meeting

Item Claims1

Regular claims

Staff Contact: Renae Griffiths, Finance Director



Expense Approval Report

By Vendor Name

Post Dates 2/18/2015 - 3/2/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount	
Vendor: 00310 - ALAMAR CORP						
Fund: 111 - GENERAL						
UNIFORMS	UNIFORMS & CLOTHING				131.97	
UNIFORMS	UNIFORMS & CLOTHING				256.19	
					Fund 111 - GENERAL Total:	388.16
					Vendor 00310 - ALAMAR CORP Total:	388.16
Vendor: 03711 - AMAZON.COM HEADQUARTERS						
Fund: 211 - REGIONAL LIBRARY						
Bks	BOOKS				710.60	
					Fund 211 - REGIONAL LIBRARY Total:	710.60
					Vendor 03711 - AMAZON.COM HEADQUARTERS Total:	710.60
Vendor: 00734 - BIRUTA D. WALTON						
Fund: 621 - ENVIRONMENTAL SERVICES						
vehicle mtnc	VEHICLE MAINTENANCE				167.50	
					Fund 621 - ENVIRONMENTAL SERVICES Total:	167.50
					Vendor 00734 - BIRUTA D. WALTON Total:	167.50
Vendor: 00405 - BLUFFS SANITARY SUPPLY INC.						
Fund: 111 - GENERAL						
Dept Supp	DEPARTMENT SUPPLIES				17.63	
JANIT/DEPT SUPPL	DEPARTMENT SUPPLIES				38.69	
JANIT/DEPT SUPPL	DEPARTMENT SUPPLIES				38.68	
JANIT/DEPT SUPPL	JANITORIAL SUPPLIES				6.61	
JANIT/DEPT SUPPL	JANITORIAL SUPPLIES				6.60	
JANIT SUPPL	JANITORIAL SUPPLIES				22.51	
JANIT SUPPL	JANITORIAL SUPPLIES				22.52	
Jan sup	JANITORIAL SUPPLIES				107.09	
Janitorial Supp	JANITORIAL SUPPLIES				12.72	
Supp	MISCELLANEOUS				12.57	
					Fund 111 - GENERAL Total:	285.62
Fund: 212 - TRANSPORTATION						
SUPP	DEPARTMENT SUPPLIES				120.98	
					Fund 212 - TRANSPORTATION Total:	120.98
Fund: 621 - ENVIRONMENTAL SERVICES						
dept supplies	DEPARTMENT SUPPLIES				100.56	
dept supplies	DEPARTMENT SUPPLIES				7.65	
					Fund 621 - ENVIRONMENTAL SERVICES Total:	108.21
					Vendor 00405 - BLUFFS SANITARY SUPPLY INC. Total:	514.81
Vendor: 07802 - BOBBI KUHLMAN						
Fund: 111 - GENERAL						
SCHOOLS & CONF	GASOLINE				100.00	
SCHOOLS & CONF	SCHOOL & CONFERENCE				39.00	
					Fund 111 - GENERAL Total:	139.00
					Vendor 07802 - BOBBI KUHLMAN Total:	139.00
Vendor: 00055 - CARR TRUMBULL LBR INC.						
Fund: 641 - WATER						
DEPT SUP	DEPARTMENT SUPPLIES				8.97	
					Fund 641 - WATER Total:	8.97
					Vendor 00055 - CARR TRUMBULL LBR INC. Total:	8.97

Expense Approval Report

Post Dates: 2/18/2015 - 3/2/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount	
Vendor: 07911 - CELLCO PARTNERSHIP						
Fund: 111 - GENERAL						
PHONE	TELEPHONE				482.48	
					Fund 111 - GENERAL Total:	482.48
					Vendor 07911 - CELLCO PARTNERSHIP Total:	482.48
Vendor: 00363 - CEMENTER'S INC						
Fund: 641 - WATER						
DEPT SUP	DEPARTMENT SUPPLIES				240.76	
					Fund 641 - WATER Total:	240.76
					Vendor 00363 - CEMENTER'S INC Total:	240.76
Vendor: 02396 - CITIBANK N.A.						
Fund: 111 - GENERAL						
Department supplies	DEPARTMENT SUPPLIES				335.54	
department supplies	POSTAGE				13.61	
department supplies	DEPARTMENT SUPPLIES				313.59	
Department supplies	DEPARTMENT SUPPLIES				-335.54	
					Fund 111 - GENERAL Total:	327.20
Fund: 621 - ENVIRONMENTAL SERVICES						
dept supplies	DEPARTMENT SUPPLIES				52.99	
					Fund 621 - ENVIRONMENTAL SERVICES Total:	52.99
					Vendor 02396 - CITIBANK N.A. Total:	380.19
Vendor: 00367 - CITY OF SCB						
Fund: 111 - GENERAL						
POSTAGE	POSTAGE				2.70	
INVEST SUPPL	INVESTIGATION SUPPLIES				24.88	
					Fund 111 - GENERAL Total:	27.58
					Vendor 00367 - CITY OF SCB Total:	27.58
Vendor: 03010 - COLONIAL LIFE & ACCIDENT INSURANCE COMPANY						
Fund: 713 - CASH & INVESTMENT POOL						
Supp Ins	LIFE INS EE PAYABLE				22.75	
Supp Ins	DIS INC INS EE PAYABLE				25.95	
					Fund 713 - CASH & INVESTMENT POOL Total:	48.70
					Vendor 03010 - COLONIAL LIFE & ACCIDENT INSURANCE COMPANY Total:	48.70
Vendor: 09476 - COMFORT INN						
Fund: 111 - GENERAL						
DEV SRVCS CNFRNC LDGNG	BUSINESS TRAVEL				449.75	
					Fund 111 - GENERAL Total:	449.75
					Vendor 09476 - COMFORT INN Total:	449.75
Vendor: 00267 - CONTRACTORS MATERIALS INC.						
Fund: 111 - GENERAL						
DEP SUP	DEPARTMENT SUPPLIES				57.82	
DEP SUP	DEPARTMENT SUPPLIES				31.99	
DEP SUP	DEPARTMENT SUPPLIES				209.72	
					Fund 111 - GENERAL Total:	299.53
Fund: 641 - WATER						
DEPT SUP	DEPARTMENT SUPPLIES				334.50	
					Fund 641 - WATER Total:	334.50
					Vendor 00267 - CONTRACTORS MATERIALS INC. Total:	634.03
Vendor: 06564 - CREDIT MANAGEMENT SERVICES INC.						
Fund: 713 - CASH & INVESTMENT POOL						
Wage Attach	WAGE ATTACHMENT EE PAY				413.30	
					Fund 713 - CASH & INVESTMENT POOL Total:	413.30
					Vendor 06564 - CREDIT MANAGEMENT SERVICES INC. Total:	413.30

Expense Approval Report

Post Dates: 2/18/2015 - 3/2/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 07689 - CYNTHIA GREEN					
Fund: 721 - GIS SERVICES					
GIS SUP	DEPARTMENT SUPPLIES				98.95
GIS SUP	DEPARTMENT SUPPLIES				19.79
Fund 721 - GIS SERVICES Total:					118.74
Vendor 07689 - CYNTHIA GREEN Total:					118.74
Vendor: 07352 - D AND K MAST, LLC					
Fund: 111 - GENERAL					
24 SCBA bottle test	EQUIPMENT MAINTENANCE				720.00
Fund 111 - GENERAL Total:					720.00
Vendor 07352 - D AND K MAST, LLC Total:					720.00
Vendor: 03321 - DALE'S TIRE & RETREADING, INC.					
Fund: 212 - TRANSPORTATION					
NEW TIRES FOR LOADER	EQUIPMENT MAINTENANCE				5,967.52
USED TIRE FOR LOADER	EQUIPMENT MAINTENANCE				525.00
Fund 212 - TRANSPORTATION Total:					6,492.52
Fund: 631 - WASTEWATER					
VEH MAINT	VEHICLE MAINTENANCE				78.50
Fund 631 - WASTEWATER Total:					78.50
Vendor 03321 - DALE'S TIRE & RETREADING, INC. Total:					6,571.02
Vendor: 08951 - DANA F. COLE & CO., LLP					
Fund: 111 - GENERAL					
FY 14 AUDIT FEES	AUDIT				12,000.00
Fund 111 - GENERAL Total:					12,000.00
Vendor 08951 - DANA F. COLE & CO., LLP Total:					12,000.00
Vendor: 06356 - DEPT OF HLTH & HUMAN SVCS					
Fund: 111 - GENERAL					
LIC PER	LICENSE/PERMITS				40.00
Fund 111 - GENERAL Total:					40.00
Vendor 06356 - DEPT OF HLTH & HUMAN SVCS Total:					40.00
Vendor: 07421 - DUANE E. WOHLERS					
Fund: 621 - ENVIRONMENTAL SERVICES					
disposal fees	DISPOSAL FEES				800.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					800.00
Vendor 07421 - DUANE E. WOHLERS Total:					800.00
Vendor: 09483 - EAGLEMED, LLC					
Fund: 224 - ECONOMIC DEVELOPMENT					
Econ Dev	ECONOMIC DEVELOPMENT				70,000.00
Fund 224 - ECONOMIC DEVELOPMENT Total:					70,000.00
Vendor 09483 - EAGLEMED, LLC Total:					70,000.00
Vendor: 03950 - ENERGY LABORATORIES, INC					
Fund: 641 - WATER					
SAMPLES	SAMPLES				178.00
Fund 641 - WATER Total:					178.00
Vendor 03950 - ENERGY LABORATORIES, INC Total:					178.00
Vendor: 02460 - FASTENAL COMPANY					
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				1.45
Fund 631 - WASTEWATER Total:					1.45
Vendor 02460 - FASTENAL COMPANY Total:					1.45
Vendor: 07574 - FAT BOYS TIRE AND AUTO					
Fund: 212 - TRANSPORTATION					
TIRES FOR MOTOR GRADER	EQUIPMENT MAINTENANCE				5,165.80
TIRE REPAIR FOR LOADER	EQUIPMENT MAINTENANCE				112.48

Expense Approval Report

Post Dates: 2/18/2015 - 3/2/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
TIRE REPAIR - D. TRUCK	VEHICLE MAINTENANCE				51.00
TIRE REPAIR ON SWPR	EQUIPMENT MAINTENANCE				286.27
TIRES FOR MOTOR GRADER	EQUIPMENT MAINTENANCE				-5,400.00
Fund 212 - TRANSPORTATION Total:					215.55
Vendor 07574 - FAT BOYS TIRE AND AUTO Total:					215.55
Vendor: 00548 - FEDERAL EXPRESS CORPORATION					
Fund: 111 - GENERAL					
POSTAGE	POSTAGE				100.45
POSTAGE	POSTAGE				52.68
Fund 111 - GENERAL Total:					153.13
Fund: 631 - WASTEWATER					
SHIPPING FEES	POSTAGE				175.35
Fund 631 - WASTEWATER Total:					175.35
Fund: 641 - WATER					
SHIPPING FEES	POSTAGE				83.01
SHIPPING FEES	POSTAGE				153.08
Fund 641 - WATER Total:					236.09
Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:					564.57
Vendor: 08414 - GENE STEFFY CHRYSLER CENTER INC					
Fund: 218 - PUBLIC SAFETY					
VEHICLE	EQUIPMENT				25,247.00
Fund 218 - PUBLIC SAFETY Total:					25,247.00
Vendor 08414 - GENE STEFFY CHRYSLER CENTER INC Total:					25,247.00
Vendor: 00022 - GENERAL ELECTRIC CAPITAL CORPORATION					
Fund: 111 - GENERAL					
department supplies	DEPARTMENT SUPPLIES				25.42
DEPT SUPPL	DEPARTMENT SUPPLIES				5.34
department supplies	DEPARTMENT SUPPLIES				47.54
department supplies	DEPARTMENT SUPPLIES				25.82
Fund 111 - GENERAL Total:					104.12
Fund: 213 - CEMETERY					
DEP SUP	DEPARTMENT SUPPLIES				6.88
Fund 213 - CEMETERY Total:					6.88
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				21.90
Fund 621 - ENVIRONMENTAL SERVICES Total:					21.90
Vendor 00022 - GENERAL ELECTRIC CAPITAL CORPORATION Total:					132.90
Vendor: 06671 - H D SUPPLY WATERWORKS LTD					
Fund: 641 - WATER					
METERS	METERS				2,278.80
Fund 641 - WATER Total:					2,278.80
Vendor 06671 - H D SUPPLY WATERWORKS LTD Total:					2,278.80
Vendor: 04371 - HAWKINS, INC.					
Fund: 641 - WATER					
CHEMICALS	CHEMICALS				2,616.60
Fund 641 - WATER Total:					2,616.60
Vendor 04371 - HAWKINS, INC. Total:					2,616.60
Vendor: 04299 - HD SUPPLY FACILITIES MAINTENANCE LTD					
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				499.70
Fund 631 - WASTEWATER Total:					499.70
Vendor 04299 - HD SUPPLY FACILITIES MAINTENANCE LTD Total:					499.70

Expense Approval Report

Post Dates: 2/18/2015 - 3/2/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00861 - HEILBRUN'S INC.					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				33.60
DEP SUP	DEPARTMENT SUPPLIES				42.39
equipment repairs	EQUIPMENT MAINTENANCE				42.97
EQP MTC	EQUIPMENT MAINTENANCE				4.88
DEP SUP	DEPARTMENT SUPPLIES				5.35
DEP SUP	DEPARTMENT SUPPLIES				25.98
equipment repairs	EQUIPMENT MAINTENANCE				164.06
Fund 111 - GENERAL Total:					319.23
Fund: 212 - TRANSPORTATION					
PARTS	EQUIPMENT MAINTENANCE				12.02
PARTS	EQUIPMENT MAINTENANCE				25.03
PARTS	VEHICLE MAINTENANCE				78.79
SUPP	DEPARTMENT SUPPLIES				19.99
SUPP	DEPARTMENT SUPPLIES				23.60
Fund 212 - TRANSPORTATION Total:					159.43
Fund: 213 - CEMETERY					
EQP MTC	EQUIPMENT MAINTENANCE				59.56
EQP MTC	EQUIPMENT MAINTENANCE				59.18
Fund 213 - CEMETERY Total:					118.74
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				42.72
Fund 631 - WASTEWATER Total:					42.72
Fund: 641 - WATER					
VEH MAINT	VEHICLE MAINTENANCE				128.01
Fund 641 - WATER Total:					128.01
Vendor 00861 - HEILBRUN'S INC. Total:					768.13
Vendor: 00096 - HOLIDAY INN - KEARNEY					
Fund: 111 - GENERAL					
staff rooms kearney conference	SCHOOL & CONFERENCE				182.00
Fund 111 - GENERAL Total:					182.00
Vendor 00096 - HOLIDAY INN - KEARNEY Total:					182.00
Vendor: 08332 - HOME TEAM REALTY, INC					
Fund: 111 - GENERAL					
Earnest Dep	CONTINGENCY				20,000.00
SERVICES	CONTINGENCY				2,500.00
Fund 111 - GENERAL Total:					22,500.00
Vendor 08332 - HOME TEAM REALTY, INC Total:					22,500.00
Vendor: 00166 - 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 00166 - ICMA RETIREMENT TRUST-457 Total:					1,325.14
Vendor: 00525 - IDEAL LAUNDRY AND CLEANERS, INC.					
Fund: 111 - GENERAL					
JAN SUP	JANITORIAL SUPPLIES				85.32
Dept Supp	DEPARTMENT SUPPLIES				45.23
EQP MTC	EQUIPMENT MAINTENANCE				36.30
DEP SUP	DEPARTMENT SUPPLIES				64.48
Fund 111 - GENERAL Total:					231.33
Fund: 212 - TRANSPORTATION					
SUPP	DEPARTMENT SUPPLIES				43.53
SUPP	DEPARTMENT SUPPLIES				45.69
SUPP	DEPARTMENT SUPPLIES				71.09
Fund 212 - TRANSPORTATION Total:					160.31

Expense Approval Report

Post Dates: 2/18/2015 - 3/2/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 213 - CEMETERY					
CON SRV	CONTRACTUAL SERVICES				9.53
					Fund 213 - CEMETERY Total:
					9.53
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				28.64
					Fund 641 - WATER Total:
					28.64
Vendor 00525 - IDEAL LAUNDRY AND CLEANERS, INC. Total:					
					429.81
Vendor: 00937 - INDEPENDENT PLUMBING AND HEATING, INC					
Fund: 111 - GENERAL					
Contract	CONTRACTUAL SERVICES				3,181.65
					Fund 111 - GENERAL Total:
					3,181.65
Fund: 621 - ENVIRONMENTAL SERVICES					
Building mtnc	BUILDING MAINTENANCE				84.07
					Fund 621 - ENVIRONMENTAL SERVICES Total:
					84.07
Vendor 00937 - INDEPENDENT PLUMBING AND HEATING, INC Total:					
					3,265.72
Vendor: 09291 - INGRAM LIBRARY SERVICES INC					
Fund: 111 - GENERAL					
Bks	BOOKS				325.73
Bks	BOOKS				378.11
Bks	BOOKS				217.71
					Fund 111 - GENERAL Total:
					921.55
Fund: 211 - REGIONAL LIBRARY					
Bks	BOOKS				22.36
					Fund 211 - REGIONAL LIBRARY Total:
					22.36
Vendor 09291 - INGRAM LIBRARY SERVICES INC Total:					
					943.91
Vendor: 08154 - INTERNAL REVENUE SERVICE					
Fund: 713 - CASH & INVESTMENT POOL					
W/H taxes	MEDICARE W/H EE PAYABLE				3,724.05
W/H taxes	FICA W/H EE PAYABLE				13,705.09
W/H taxes	FED W/H EE PAYABLE				26,572.89
W/H taxes	MEDICARE W/H ER PAYABLE				3,724.05
W/H taxes	FICA W/H ER PAYABLE				13,705.09
					Fund 713 - CASH & INVESTMENT POOL Total:
					61,431.17
Vendor 08154 - INTERNAL REVENUE SERVICE Total:					
					61,431.17
Vendor: 08950 - INTERSTATE INDUSTRIAL SERVICE					
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				133.91
					Fund 641 - WATER Total:
					133.91
Vendor 08950 - INTERSTATE INDUSTRIAL SERVICE Total:					
					133.91
Vendor: 05696 - INVENTIVE WIRELESS OF NE, LLC					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				8.00
					Fund 111 - GENERAL Total:
					8.00
Vendor 05696 - INVENTIVE WIRELESS OF NE, LLC Total:					
					8.00
Vendor: 00192 - J G ELLIOTT CO.INC.					
Fund: 111 - GENERAL					
DEPT BONDS	BONDING				100.00
					Fund 111 - GENERAL Total:
					100.00
Vendor 00192 - J G ELLIOTT CO.INC. Total:					
					100.00
Vendor: 06131 - JOHN DEERE FINANCIAL					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				85.45
					Fund 111 - GENERAL Total:
					85.45
Vendor 06131 - JOHN DEERE FINANCIAL Total:					
					85.45

Expense Approval Report

Post Dates: 2/18/2015 - 3/2/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 09474 - JOHN DEERE FINANCIAL					
Fund: 111 - GENERAL					
EQP MTC	EQUIPMENT MAINTENANCE				1,430.89
EQP MTC	EQUIPMENT MAINTENANCE				94.10
EQP MTC	EQUIPMENT MAINTENANCE				33.64
EQP MTC	EQUIPMENT MAINTENANCE				65.04
EQP MTC	EQUIPMENT MAINTENANCE				8.40
EQP MTC	EQUIPMENT MAINTENANCE				-13.21
Fund 111 - GENERAL Total:					1,618.86
Vendor 09474 - JOHN DEERE FINANCIAL Total:					1,618.86
 Vendor: 00639 - KRIZ-DAVIS COMPANY					
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				155.59
dept supplies	DEPARTMENT SUPPLIES				58.35
Fund 621 - ENVIRONMENTAL SERVICES Total:					213.94
Vendor 00639 - KRIZ-DAVIS COMPANY Total:					213.94
 Vendor: 01826 - KUCKKAHN, RICK					
Fund: 111 - GENERAL					
Conf	SCHOOL & CONFERENCE				48.00
Fund 111 - GENERAL Total:					48.00
Vendor 01826 - KUCKKAHN, RICK Total:					48.00
 Vendor: 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT					
Fund: 641 - WATER					
AUTO INS.	VEHICLE INSURANCE				332.29
Fund 641 - WATER Total:					332.29
Vendor 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT Total:					332.29
 Vendor: 00627 - LOGAN CONTRACTORS SUPPLY INC					
Fund: 212 - TRANSPORTATION					
PARTS	EQUIPMENT MAINTENANCE				580.02
Fund 212 - TRANSPORTATION Total:					580.02
Vendor 00627 - LOGAN CONTRACTORS SUPPLY INC Total:					580.02
 Vendor: 00242 - M.C. SCHAFF & ASSOCIATES, INC					
Fund: 111 - GENERAL					
DEV S. CNTRCL SRVCS	CONTRACTUAL SERVICES				2,580.00
DEPT CNTRCL SRVCS	CONTRACTUAL SERVICES				2,310.00
Fund 111 - GENERAL Total:					4,890.00
Fund: 212 - TRANSPORTATION					
ENG. SERV. FOR 27TH ST. & 2ND..STREET PROJECTS					1,192.50
ENG. SERV. FOR 27TH ST. & 2ND..STREET PROJECTS					4,416.00
Fund 212 - TRANSPORTATION Total:					5,608.50
Fund: 631 - WASTEWATER					
SEWER MAIN AND SIPHON PRO... ENGINEERING/DESIGN					2,262.00
Fund 631 - WASTEWATER Total:					2,262.00
Fund: 641 - WATER					
WATER MAIN PROJECT	ENGINEERING/DESIGN				15,860.00
CONTRACTUAL SVC	CONTRACTUAL SERVICES				2,510.50
Fund 641 - WATER Total:					18,370.50
Vendor 00242 - M.C. SCHAFF & ASSOCIATES, INC Total:					31,131.00
 Vendor: 03221 - MAIN STREET APPLIANCE					
Fund: 111 - GENERAL					
appliance repair	BUILDING MAINTENANCE				140.00
Fund 111 - GENERAL Total:					140.00
Vendor 03221 - MAIN STREET APPLIANCE Total:					140.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00336 - MARIE'S EMBROIDERY					
Fund: 111 - GENERAL					
UNIFORMS	UNIFORMS & CLOTHING				286.88
				Fund 111 - GENERAL Total:	286.88
				Vendor 00336 - MARIE'S EMBROIDERY Total:	286.88
Vendor: 08317 - MATHESON TRI-GAS INC					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				67.11
				Fund 111 - GENERAL Total:	67.11
				Vendor 08317 - MATHESON TRI-GAS INC Total:	67.11
Vendor: 07628 - MENARDS, INC					
Fund: 111 - GENERAL					
EQP MTC	EQUIPMENT MAINTENANCE				59.73
				Fund 111 - GENERAL Total:	59.73
Fund: 212 - TRANSPORTATION					
SUPP - PAINT	DEPARTMENT SUPPLIES				49.90
				Fund 212 - TRANSPORTATION Total:	49.90
Fund: 213 - CEMETERY					
DEP SUP	DEPARTMENT SUPPLIES				73.56
				Fund 213 - CEMETERY Total:	73.56
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				639.64
				Fund 621 - ENVIRONMENTAL SERVICES Total:	639.64
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				19.88
				Fund 631 - WASTEWATER Total:	19.88
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				18.17
				Fund 641 - WATER Total:	18.17
				Vendor 07628 - MENARDS, INC Total:	860.88
Vendor: 08071 - MUNICIPAL PIPE TOOL CO, LLC					
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				2,564.56
				Fund 631 - WASTEWATER Total:	2,564.56
				Vendor 08071 - MUNICIPAL PIPE TOOL CO, LLC Total:	2,564.56
Vendor: 00490 - MUNICIPAL SUPPLY INC. OF NEBRASKA					
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				1,677.01
				Fund 641 - WATER Total:	1,677.01
				Vendor 00490 - MUNICIPAL SUPPLY INC. OF NEBRASKA Total:	1,677.01
Vendor: 05931 - NATIONAL ASSOCIATION OF SCHOOL RESOURCE OFFICERS, INC					
Fund: 111 - GENERAL					
MEMBERSHIP	MEMBERSHIPS				40.00
				Fund 111 - GENERAL Total:	40.00
				Vendor 05931 - NATIONAL ASSOCIATION OF SCHOOL RESOURCE OFFICERS, INC Total:	40.00
Vendor: 04610 - NE CEMETERY ASSOC.					
Fund: 213 - CEMETERY					
MEM SHP	MEMBERSHIPS				40.00
				Fund 213 - CEMETERY Total:	40.00
				Vendor 04610 - NE CEMETERY ASSOC. Total:	40.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 04082 - 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 04082 - NE CHILD SUPPORT PAYMENT CENTER Total:					2,218.31
Vendor: 00797 - NE DEPT OF REVENUE					
Fund: 111 - GENERAL					
Sales & Use Tax	SALES TAX PAYABLE				152.05
Fund 111 - GENERAL Total:					152.05
Fund: 641 - WATER					
Sales & Use Tax	SALES TAX PAYABLE				4,855.61
Sales & Use Tax	SALES TAX PAYABLE				9,375.30
Sales & Use Tax	DEPARTMENT SUPPLIES				191.74
Fund 641 - WATER Total:					14,422.65
Fund: 661 - STORMWATER					
Sales & Use Tax	SALES TAX PAYABLE				143.65
Fund 661 - STORMWATER Total:					143.65
Fund: 713 - CASH & INVESTMENT POOL					
Wage Attach	WAGE ATTACHMENT EE PAY				50.00
Fund 713 - CASH & INVESTMENT POOL Total:					50.00
Vendor 00797 - NE DEPT OF REVENUE Total:					14,768.35
Vendor: 00502 - NE LIBRARY ASSOC					
Fund: 111 - GENERAL					
Conf.	SCHOOL & CONFERENCE				120.00
Fund 111 - GENERAL Total:					120.00
Vendor 00502 - NE LIBRARY ASSOC Total:					120.00
Vendor: 05373 - NEBRASKA SAFETY & FIRE EQUIPEMENT INC.					
Fund: 111 - GENERAL					
CON SRV	CONTRACTUAL SERVICES				30.00
CON SRV	CONTRACTUAL SERVICES				21.00
Fund 111 - GENERAL Total:					51.00
Vendor 05373 - NEBRASKA SAFETY & FIRE EQUIPEMENT INC. Total:					51.00
Vendor: 00402 - NEBRASKA MACHINERY CO					
Fund: 212 - TRANSPORTATION					
SUPP - CUTTING EDGES	DEPARTMENT SUPPLIES				869.05
Fund 212 - TRANSPORTATION Total:					869.05
Vendor 00402 - NEBRASKA MACHINERY CO Total:					869.05
Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT					
Fund: 631 - WASTEWATER					
Electric	ELECTRIC POWER				208.03
Electric	ELECTRIC POWER				16,175.77
Fund 631 - WASTEWATER Total:					16,383.80
Fund: 641 - WATER					
Electric	ELECTRIC POWER				5,787.42
Fund 641 - WATER Total:					5,787.42
Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:					22,171.22
Vendor: 00632 - NEBRASKA RURAL RADIO ASSOCIATION					
Fund: 661 - STORMWATER					
STRM WTR CNTRCL SRVCS	CONTRACTUAL SERVICES				400.00
Fund 661 - STORMWATER Total:					400.00
Vendor 00632 - NEBRASKA RURAL RADIO ASSOCIATION Total:					400.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00316 - NELSON ELECTRIC MOTOR SERVICE, INC					
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				238.69
					Fund 631 - WASTEWATER Total:
					238.69
					Vendor 00316 - NELSON ELECTRIC MOTOR SERVICE, INC Total:
					238.69
Vendor: 09413 - NEOPOST					
Fund: 111 - GENERAL					
Postage	POSTAGE				51.84
Postage	POSTAGE				48.37
					Fund 111 - GENERAL Total:
					100.21
					Vendor 09413 - NEOPOST Total:
					100.21
Vendor: 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF					
Fund: 111 - GENERAL					
BLD MTC	BUILDING MAINTENANCE				10.07
					Fund 111 - GENERAL Total:
					10.07
					Vendor 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF Total:
					10.07
Vendor: 01757 - OCLC ONLINE COMPUTER LIBRARY CENTER, INC					
Fund: 111 - GENERAL					
Cont. srvc	CONTRACTUAL SERVICES				300.85
					Fund 111 - GENERAL Total:
					300.85
					Vendor 01757 - OCLC ONLINE COMPUTER LIBRARY CENTER, INC Total:
					300.85
Vendor: 00550 - PANHANDLE COOPERATIVE ASSOCIATION					
Fund: 111 - GENERAL					
vehicle fuel	GASOLINE				714.52
GASOLINE	GASOLINE				3,193.22
					Fund 111 - GENERAL Total:
					3,907.74
Fund: 212 - TRANSPORTATION					
UNLEADED GASOLINE	GASOLINE				759.86
UNLEADED GASOLINE	OTHER FUEL				5,279.10
					Fund 212 - TRANSPORTATION Total:
					6,038.96
Fund: 621 - ENVIRONMENTAL SERVICES					
gasoline	GASOLINE				5,058.95
					Fund 621 - ENVIRONMENTAL SERVICES Total:
					5,058.95
Fund: 641 - WATER					
FUEL	GASOLINE				682.51
					Fund 641 - WATER Total:
					682.51
					Vendor 00550 - PANHANDLE COOPERATIVE ASSOCIATION Total:
					15,688.16
Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC					
Fund: 641 - WATER					
SAMPLES	SAMPLES				72.00
SAMPLES	SAMPLES				72.00
SAMPLES	SAMPLES				90.00
					Fund 641 - WATER Total:
					234.00
					Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:
					234.00
Vendor: 00017 - PANHANDLE HUMANE SOCIETY					
Fund: 111 - GENERAL					
Contract	CONTRACTUAL SERVICES				4,964.31
					Fund 111 - GENERAL Total:
					4,964.31
					Vendor 00017 - PANHANDLE HUMANE SOCIETY Total:
					4,964.31
Vendor: 01168 - PANHANDLE LIBRARY SYSTEM					
Fund: 111 - GENERAL					
Equip. main	EQUIPMENT MAINTENANCE				17.25
					Fund 111 - GENERAL Total:
					17.25
					Vendor 01168 - PANHANDLE LIBRARY SYSTEM Total:
					17.25

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 08662 - PAUL REED					
Fund: 212 - TRANSPORTATION					
CRUSHED CONCRETE FOR ALLE...	STREET REPAIR SUPPLIES				1,410.36
					Fund 212 - TRANSPORTATION Total: 1,410.36
					Vendor 08662 - PAUL REED Total: 1,410.36
Vendor: 06528 - PELCO CORP					
Fund: 111 - GENERAL					
SERVICE AWARDS	DEPARTMENT SUPPLIES				38.75
SERVICE AWARDS	DEPARTMENT SUPPLIES				91.75
SERVICE AWARDS	DEPARTMENT SUPPLIES				91.75
SERVICE AWARDS	DEPARTMENT SUPPLIES				38.75
SERVICE AWARDS	DEPARTMENT SUPPLIES				80.00
					Fund 111 - GENERAL Total: 341.00
Fund: 213 - CEMETERY					
SERVICE AWARDS	DEPARTMENT SUPPLIES				18.75
					Fund 213 - CEMETERY Total: 18.75
Fund: 621 - ENVIRONMENTAL SERVICES					
SERVICE AWARDS	DEPARTMENT SUPPLIES				37.50
					Fund 621 - ENVIRONMENTAL SERVICES Total: 37.50
Fund: 631 - WASTEWATER					
SERVICE AWARDS	DEPARTMENT SUPPLIES				10.00
					Fund 631 - WASTEWATER Total: 10.00
Fund: 641 - WATER					
SERVICE AWARDS	DEPARTMENT SUPPLIES				10.00
					Fund 641 - WATER Total: 10.00
					Vendor 06528 - PELCO CORP Total: 417.25
Vendor: 01276 - PLATTE VALLEY BANK					
Fund: 713 - CASH & INVESTMENT POOL					
HSA	HSA EE PAYABLE				12,123.98
HSA	HSA ER PAYABLE				1,218.75
					Fund 713 - CASH & INVESTMENT POOL Total: 13,342.73
					Vendor 01276 - PLATTE VALLEY BANK Total: 13,342.73
Vendor: 00272 - POSTMASTER					
Fund: 621 - ENVIRONMENTAL SERVICES					
Postage	POSTAGE				126.80
Postage	POSTAGE				138.61
					Fund 621 - ENVIRONMENTAL SERVICES Total: 265.41
Fund: 631 - WASTEWATER					
Postage	POSTAGE				126.81
Postage	POSTAGE				138.61
					Fund 631 - WASTEWATER Total: 265.42
Fund: 641 - WATER					
Postage	POSTAGE				126.81
Postage	POSTAGE				138.62
					Fund 641 - WATER Total: 265.43
					Vendor 00272 - POSTMASTER Total: 796.26
Vendor: 00796 - POWERPLAN					
Fund: 111 - GENERAL					
EQP MTC	EQUIPMENT MAINTENANCE				1,882.39
					Fund 111 - GENERAL Total: 1,882.39
Fund: 212 - TRANSPORTATION					
BLADES FOR GRADERS	EQUIPMENT MAINTENANCE				1,137.70
PARTS FOR GRADER	EQUIPMENT MAINTENANCE				95.78
					Fund 212 - TRANSPORTATION Total: 1,233.48
					Vendor 00796 - POWERPLAN Total: 3,115.87

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00471 - PRO OVERHEAD DOOR					
Fund: 111 - GENERAL					
BLD MTC	BUILDING MAINTENANCE				80.00
					Fund 111 - GENERAL Total:
					80.00
Fund: 631 - WASTEWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				619.75
					Fund 631 - WASTEWATER Total:
					619.75
					Vendor 00471 - PRO OVERHEAD DOOR Total:
					699.75
Vendor: 00266 - QUILL CORP					
Fund: 111 - GENERAL					
Dep Supp	DEPARTMENT SUPPLIES				108.03
					Fund 111 - GENERAL Total:
					108.03
					Vendor 00266 - QUILL CORP Total:
					108.03
Vendor: 00703 - REGION I OFFICE OF HUMAN DEVELOPMENT					
Fund: 621 - ENVIRONMENTAL SERVICES					
contractual services	CONTRACTUAL SERVICES				825.00
					Fund 621 - ENVIRONMENTAL SERVICES Total:
					825.00
					Vendor 00703 - REGION I OFFICE OF HUMAN DEVELOPMENT Total:
					825.00
Vendor: 04089 - REGIONAL CARE INC					
Fund: 812 - HEALTH INSURANCE					
Medical Claims	CLAIMS EXPENSE				9,873.62
Flex claims	FLEXIBLE BENFT EXPENSES				698.00
Medical Claims	CLAIMS EXPENSE				3,808.64
Flex Claim	FLEXIBLE BENFT EXPENSES				367.74
HEALTH INS. PREMIUM	PREMIUM EXPENSE				38,409.00
Med Claims	CLAIMS EXPENSE				15,082.00
					Fund 812 - HEALTH INSURANCE Total:
					68,239.00
					Vendor 04089 - REGIONAL CARE INC Total:
					68,239.00
Vendor: 04442 - RENAE L GRIFFITHS					
Fund: 111 - GENERAL					
SUPPLIES-RECOGNITION DINNER	MISCELLANEOUS				76.29
Conf	SCHOOL & CONFERENCE				310.00
					Fund 111 - GENERAL Total:
					386.29
					Vendor 04442 - RENAE L GRIFFITHS Total:
					386.29
Vendor: 00366 - ROOSEVELT PUBLIC POWER DISTRICT					
Fund: 641 - WATER					
Electric	ELECTRIC POWER				1,782.96
					Fund 641 - WATER Total:
					1,782.96
					Vendor 00366 - ROOSEVELT PUBLIC POWER DISTRICT Total:
					1,782.96
Vendor: 00026 - S M E C					
Fund: 713 - CASH & INVESTMENT POOL					
Emp Deductions	SMEC EE PAYABLE				238.00
					Fund 713 - CASH & INVESTMENT POOL Total:
					238.00
					Vendor 00026 - S M E C Total:
					238.00
Vendor: 00257 - SANDBERG IMPLEMENT, INC					
Fund: 111 - GENERAL					
EQP MTC	EQUIPMENT MAINTENANCE				408.96
EQP MTC	EQUIPMENT MAINTENANCE				25.50
EQP MTC	EQUIPMENT MAINTENANCE				85.45
EQP MTC	EQUIPMENT MAINTENANCE				569.99
EQP MTC	EQUIPMENT MAINTENANCE				142.48
DEP SUP	DEPARTMENT SUPPLIES				878.00
EQP MTC	EQUIPMENT MAINTENANCE				33.48
					Fund 111 - GENERAL Total:
					2,143.86

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 212 - TRANSPORTATION					
PARTS	EQUIPMENT MAINTENANCE				27.78
				Fund 212 - TRANSPORTATION Total:	27.78
				Vendor 00257 - SANDBERG IMPLEMENT, INC Total:	2,171.64
Vendor: 00496 - SATUR, JACK					
Fund: 641 - WATER					
Schools/Conf	SCHOOL & CONFERENCE				59.00
				Fund 641 - WATER Total:	59.00
				Vendor 00496 - SATUR, JACK Total:	59.00
Vendor: 02531 - SCB FIREFIGHTERS UNION LOCAL 1454					
Fund: 713 - CASH & INVESTMENT POOL					
FIRE EE DUES	FIRE UNION DUES EE PAY				225.00
				Fund 713 - CASH & INVESTMENT POOL Total:	225.00
				Vendor 02531 - SCB FIREFIGHTERS UNION LOCAL 1454 Total:	225.00
Vendor: 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION					
Fund: 713 - CASH & INVESTMENT POOL					
POLICE EE DUES	POL UNION DUES EE PAY				624.00
				Fund 713 - CASH & INVESTMENT POOL Total:	624.00
				Vendor 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION Total:	624.00
Vendor: 00827 - SCOTTSBLUFF PUB SCHOOLS					
Fund: 111 - GENERAL					
HEATING FUEL	HEATING FUEL				8,053.84
				Fund 111 - GENERAL Total:	8,053.84
				Vendor 00827 - SCOTTSBLUFF PUB SCHOOLS Total:	8,053.84
Vendor: 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC					
Fund: 111 - GENERAL					
uniform lettering	UNIFORMS & CLOTHING				240.00
				Fund 111 - GENERAL Total:	240.00
				Vendor 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC Total:	240.00
Vendor: 00759 - SCOTTSBLUFF/GERING CHAMBER OF COMMERCE					
Fund: 111 - GENERAL					
RECOGNITION DINNER-CERTIFI...	MISCELLANEOUS				400.00
				Fund 111 - GENERAL Total:	400.00
				Vendor 00759 - SCOTTSBLUFF/GERING CHAMBER OF COMMERCE Total:	400.00
Vendor: 00684 - SHERIFF'S OFFICE					
Fund: 111 - GENERAL					
Legal Fees	LEGAL FEES				291.26
				Fund 111 - GENERAL Total:	291.26
				Vendor 00684 - SHERIFF'S OFFICE Total:	291.26
Vendor: 00213 - SLAFTER OIL CO INC.					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				46.00
				Fund 111 - GENERAL Total:	46.00
Fund: 641 - WATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				47.40
				Fund 641 - WATER Total:	47.40
				Vendor 00213 - SLAFTER OIL CO INC. Total:	93.40
Vendor: 00513 - SNELL SERVICES INC.					
Fund: 111 - GENERAL					
GRD MTC	GROUNDS MAINTENANCE				809.30
Equip main	EQUIPMENT MAINTENANCE				1,830.00
				Fund 111 - GENERAL Total:	2,639.30

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 631 - WASTEWATER					
ELECTRICAL MAINT	ELECTRICAL MAINTENANCE				1,091.50
					Fund 631 - WASTEWATER Total: 1,091.50
					Vendor 00513 - SNELL SERVICES INC. Total: 3,730.80
Vendor: 01235 - STATE OF NE.					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				105.00
CONTRACTUAL	CONTRACTUAL SERVICES				105.00
CONTRACTUAL	CONTRACTUAL SERVICES				105.00
					Fund 111 - GENERAL Total: 315.00
					Vendor 01235 - STATE OF NE. Total: 315.00
Vendor: 05814 - SUPERIOR SIGNALS, INC					
Fund: 212 - TRANSPORTATION					
SUPP - STROBE LITES	DEPARTMENT SUPPLIES				178.96
					Fund 212 - TRANSPORTATION Total: 178.96
					Vendor 05814 - SUPERIOR SIGNALS, INC Total: 178.96
Vendor: 01967 - SWANK MOTION PICTURES INC					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				24.00
					Fund 111 - GENERAL Total: 24.00
					Vendor 01967 - SWANK MOTION PICTURES INC Total: 24.00
Vendor: 09330 - SWI INDUSTRIAL SOLUTIONS, INC					
Fund: 111 - GENERAL					
SPC EVT	SPECIAL EVENTS				809.22
					Fund 111 - GENERAL Total: 809.22
					Vendor 09330 - SWI INDUSTRIAL SOLUTIONS, INC Total: 809.22
Vendor: 00677 - TERRY D SCOTT					
Fund: 111 - GENERAL					
VEH MTC	VEHICLE MAINTENANCE				129.08
VEH MTC	VEHICLE MAINTENANCE				95.87
					Fund 111 - GENERAL Total: 224.95
					Vendor 00677 - TERRY D SCOTT Total: 224.95
Vendor: 01753 - THE ABY MANUFACTURING GROUP, INC					
Fund: 111 - GENERAL					
UNIFORMS	UNIFORMS & CLOTHING				199.50
					Fund 111 - GENERAL Total: 199.50
					Vendor 01753 - THE ABY MANUFACTURING GROUP, INC Total: 199.50
Vendor: 08002 - TOYOTA MOTOR CREDIT CORPORATION					
Fund: 111 - GENERAL					
HIDTA CAR LEASE	RENT-MACHINES				383.99
					Fund 111 - GENERAL Total: 383.99
					Vendor 08002 - TOYOTA MOTOR CREDIT CORPORATION Total: 383.99
Vendor: 07537 - TRANS IOWA EQUIPMENT LLC					
Fund: 212 - TRANSPORTATION					
NEW SWEEPER	EQUIPMENT				151,623.00
PARTS FOR SWPR	EQUIPMENT MAINTENANCE				835.35
					Fund 212 - TRANSPORTATION Total: 152,458.35
					Vendor 07537 - TRANS IOWA EQUIPMENT LLC Total: 152,458.35
Vendor: 00834 - TWIN CITIES DEVELOPMENT ASSOC, INC					
Fund: 224 - ECONOMIC DEVELOPMENT					
FY15 2ND QTR PAYMENT	CONTRACTUAL SERVICES				25,000.00
					Fund 224 - ECONOMIC DEVELOPMENT Total: 25,000.00
					Vendor 00834 - TWIN CITIES DEVELOPMENT ASSOC, INC Total: 25,000.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 08821 - TYLER TECHNOLOGIES, INC					
Fund: 111 - GENERAL					
SOFTWARE MAINTENANCE	CONTRACTUAL SERVICES				3,555.00
FEES	CONTRACTUAL SERVICES				87.00
					Fund 111 - GENERAL Total:
					3,642.00
Fund: 621 - ENVIRONMENTAL SERVICES					
SOFTWARE MAINTENANCE	CONTRACTUAL SERVICES				3,555.00
FEES	CONTRACTUAL SERVICES				87.00
					Fund 621 - ENVIRONMENTAL SERVICES Total:
					3,642.00
Fund: 631 - WASTEWATER					
SOFTWARE MAINTENANCE	CONTRACTUAL SERVICES				3,555.00
FEES	CONTRACTUAL SERVICES				87.00
					Fund 631 - WASTEWATER Total:
					3,642.00
Fund: 641 - WATER					
SOFTWARE MAINTENANCE	CONTRACTUAL SERVICES				3,554.10
FEES	CONTRACTUAL SERVICES				87.00
					Fund 641 - WATER Total:
					3,641.10
					Vendor 08821 - TYLER TECHNOLOGIES, INC Total:
					14,567.10
Vendor: 01217 - US BANK					
Fund: 212 - TRANSPORTATION					
ADMIN FEES - HWY ALLOC.2012...ADMIN COSTS & FEES					350.00
					Fund 212 - TRANSPORTATION Total:
					350.00
					Vendor 01217 - US BANK Total:
					350.00
Vendor: 08828 - US BANK					
Fund: 111 - GENERAL					
SCH CON	SCHOOL & CONFERENCE				140.75
					Fund 111 - GENERAL Total:
					140.75
Fund: 213 - CEMETERY					
SCH CON	SCHOOL & CONFERENCE				60.00
					Fund 213 - CEMETERY Total:
					60.00
Fund: 661 - STORMWATER					
STRM WTR CNFRNC	SCHOOL & CONFERENCE				65.00
					Fund 661 - STORMWATER Total:
					65.00
					Vendor 08828 - US BANK Total:
					265.75
Vendor: 03674 - WELLS FARGO BANK, N.A.					
Fund: 713 - CASH & INVESTMENT POOL					
Retirement	REGULAR RETIRE EE PAY				7,063.37
Retirement	RETIRE FIRE EE PAYABLE				2,693.54
Retirement	RETIRE POLICE EE PAY				4,522.80
Retirement	REGULAR RETIRE ER PAY				6,716.30
Retirement	RETIRE-FIRE ER PAYABLE				4,657.12
Retirement	RETIRE-POLICE ER PAY				4,471.55
					Fund 713 - CASH & INVESTMENT POOL Total:
					30,124.68
					Vendor 03674 - WELLS FARGO BANK, N.A. Total:
					30,124.68
Vendor: 00350 - WEST NEBRASKA ARTS CENTER					
Fund: 111 - GENERAL					
FY15 FUNDING	CONTRACTUAL SERVICES				8,000.00
					Fund 111 - GENERAL Total:
					8,000.00
					Vendor 00350 - WEST NEBRASKA ARTS CENTER Total:
					8,000.00

Expense Approval Report

Post Dates: 2/18/2015 - 3/2/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 08851 - WHITING SIGNS					
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				86.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					<u>86.00</u>
Vendor 08851 - WHITING SIGNS Total:					<u>86.00</u>
Grand Total:					<u><u>659,753.36</u></u>

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	90,071.22	20,152.05
211 - REGIONAL LIBRARY	732.96	0.00
212 - TRANSPORTATION	175,954.15	0.00
213 - CEMETERY	327.46	0.00
218 - PUBLIC SAFETY	25,247.00	0.00
224 - ECONOMIC DEVELOPMENT	95,000.00	0.00
621 - ENVIRONMENTAL SERVICES	12,003.11	265.41
631 - WASTEWATER	27,895.32	265.42
641 - WATER	53,514.72	14,688.08
661 - STORMWATER	608.65	143.65
713 - CASH & INVESTMENT POOL	110,041.03	110,041.03
721 - GIS SERVICES	118.74	0.00
812 - HEALTH INSURANCE	68,239.00	29,830.00
Grand Total:	659,753.36	175,385.64

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-21311	SALES TAX PAYABLE	152.05	152.05
111-52111-111	DEPARTMENT SUPPLIES	209.64	0.00
111-52111-112	DEPARTMENT SUPPLIES	91.75	0.00
111-52111-121	DEPARTMENT SUPPLIES	91.75	0.00
111-52111-141	DEPARTMENT SUPPLIES	451.06	0.00
111-52111-142	DEPARTMENT SUPPLIES	82.77	0.00
111-52111-171	DEPARTMENT SUPPLIES	1,627.89	0.00
111-52111-172	DEPARTMENT SUPPLIES	32.00	0.00
111-52121-111	JANITORIAL SUPPLIES	12.72	0.00
111-52121-141	JANITORIAL SUPPLIES	29.12	0.00
111-52121-142	JANITORIAL SUPPLIES	29.12	0.00
111-52121-151	JANITORIAL SUPPLIES	107.09	0.00
111-52121-171	JANITORIAL SUPPLIES	85.32	0.00
111-52134-172	SPECIAL EVENTS	809.22	0.00
111-52163-142	INVESTIGATION SUPPLIES	24.88	0.00
111-52181-141	UNIFORMS & CLOTHING	240.00	0.00
111-52181-142	UNIFORMS & CLOTHING	587.66	0.00
111-52181-143	UNIFORMS & CLOTHING	286.88	0.00
111-52222-151	BOOKS	921.55	0.00
111-52311-142	MEMBERSHIPS	40.00	0.00
111-52411-111	POSTAGE	51.84	0.00
111-52411-141	POSTAGE	13.61	0.00
111-52411-142	POSTAGE	204.20	0.00
111-52511-141	GASOLINE	714.52	0.00
111-52511-142	GASOLINE	3,293.22	0.00
111-52999-112	MISCELLANEOUS	488.86	0.00
111-53111-116	CONTRACTUAL SERVICES	3,642.00	0.00
111-53111-121	CONTRACTUAL SERVICES	4,890.00	0.00
111-53111-142	CONTRACTUAL SERVICES	5,279.31	0.00
111-53111-151	CONTRACTUAL SERVICES	300.85	0.00
111-53111-171	CONTRACTUAL SERVICES	51.00	0.00
111-53111-172	CONTRACTUAL SERVICES	11,181.65	0.00
111-53211-114	LEGAL FEES	291.26	0.00
111-53311-111	AUDIT	12,000.00	0.00
111-53421-141	BUILDING MAINTENANCE	140.00	0.00
111-53421-171	BUILDING MAINTENANCE	90.07	0.00
111-53441-141	EQUIPMENT MAINTENAN...	927.03	0.00
111-53441-151	EQUIPMENT MAINTENAN...	1,847.25	0.00
111-53441-171	EQUIPMENT MAINTENAN...	4,868.02	0.00
111-53451-171	VEHICLE MAINTENANCE	224.95	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53471-171	GROUNDS MAINTENANCE	809.30	0.00
111-53521-172	HEATING FUEL	8,053.84	0.00
111-53561-142	TELEPHONE	482.48	0.00
111-53631-142	RENT-MACHINES	383.99	0.00
111-53711-111	SCHOOL & CONFERENCE	310.00	0.00
111-53711-114	SCHOOL & CONFERENCE	48.00	0.00
111-53711-141	SCHOOL & CONFERENCE	182.00	0.00
111-53711-142	SCHOOL & CONFERENCE	39.00	0.00
111-53711-151	SCHOOL & CONFERENCE	120.00	0.00
111-53711-171	SCHOOL & CONFERENCE	140.75	0.00
111-53721-121	BUSINESS TRAVEL	449.75	0.00
111-53811-121	BONDING	100.00	0.00
111-58111-113	CONTINGENCY	22,500.00	20,000.00
111-59211-172	LICENSE/PERMITS	40.00	0.00
211-52222-151	BOOKS	732.96	0.00
212-52111-212	DEPARTMENT SUPPLIES	1,422.79	0.00
212-52171-212	STREET REPAIR SUPPLIES	1,410.36	0.00
212-52511-212	GASOLINE	759.86	0.00
212-52521-212	OTHER FUEL	5,279.10	0.00
212-53195-212	ADMIN COSTS & FEES	350.00	0.00
212-53441-212	EQUIPMENT MAINTENAN...	9,370.75	0.00
212-53451-212	VEHICLE MAINTENANCE	129.79	0.00
212-54322-212	STREET PROJECTS	5,608.50	0.00
212-54411-212	EQUIPMENT	151,623.00	0.00
213-52111-213	DEPARTMENT SUPPLIES	99.19	0.00
213-52311-213	MEMBERSHIPS	40.00	0.00
213-53111-213	CONTRACTUAL SERVICES	9.53	0.00
213-53441-213	EQUIPMENT MAINTENAN...	118.74	0.00
213-53711-213	SCHOOL & CONFERENCE	60.00	0.00
218-54411-142	EQUIPMENT	25,247.00	0.00
224-53111-111	CONTRACTUAL SERVICES	25,000.00	0.00
224-59111-114	ECONOMIC DEVELOPME...	70,000.00	0.00
621-52111-621	DEPARTMENT SUPPLIES	1,160.18	0.00
621-52411-621	POSTAGE	265.41	265.41
621-52511-621	GASOLINE	5,058.95	0.00
621-53111-621	CONTRACTUAL SERVICES	4,467.00	0.00
621-53193-621	DISPOSAL FEES	800.00	0.00
621-53421-621	BUILDING MAINTENANCE	84.07	0.00
621-53451-621	VEHICLE MAINTENANCE	167.50	0.00
631-52111-631	DEPARTMENT SUPPLIES	572.30	0.00
631-52411-631	POSTAGE	440.77	265.42
631-53111-631	CONTRACTUAL SERVICES	4,261.75	0.00
631-53431-631	ELECTRICAL MAINTENAN...	1,091.50	0.00
631-53441-631	EQUIPMENT MAINTENAN...	2,804.70	0.00
631-53451-631	VEHICLE MAINTENANCE	78.50	0.00
631-53531-631	ELECTRIC POWER	16,383.80	0.00
631-54212-631	ENGINEERING/DESIGN	2,262.00	0.00
641-21311	SALES TAX PAYABLE	14,230.91	14,230.91
641-52111-641	DEPARTMENT SUPPLIES	2,481.15	191.74
641-52116-641	METERS	2,278.80	0.00
641-52117-641	SAMPLES	412.00	0.00
641-52411-641	POSTAGE	501.52	265.43
641-52511-641	GASOLINE	682.51	0.00
641-52611-641	CHEMICALS	2,616.60	0.00
641-53111-641	CONTRACTUAL SERVICES	6,314.15	0.00
641-53441-641	EQUIPMENT MAINTENAN...	47.40	0.00
641-53451-641	VEHICLE MAINTENANCE	128.01	0.00
641-53531-641	ELECTRIC POWER	7,570.38	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
641-53711-641	SCHOOL & CONFERENCE	59.00	0.00
641-53841-641	VEHICLE INSURANCE	332.29	0.00
641-54212-641	ENGINEERING/DESIGN	15,860.00	0.00
661-21311	SALES TAX PAYABLE	143.65	143.65
661-53111-661	CONTRACTUAL SERVICES	400.00	0.00
661-53711-661	SCHOOL & CONFERENCE	65.00	0.00
713-21512	MEDICARE W/H EE PAYAB...	3,724.05	3,724.05
713-21513	FICA W/H EE PAYABLE	13,705.09	13,705.09
713-21514	FED W/H EE PAYABLE	26,572.89	26,572.89
713-21517	POL UNION DUES EE PAY	624.00	624.00
713-21518	FIRE UNION DUES EE PAY	225.00	225.00
713-21523	LIFE INS EE PAYABLE	22.75	22.75
713-21524	SMEC EE PAYABLE	238.00	238.00
713-21527	WAGE ATTACHMENT EE ...	463.30	463.30
713-21528	REGULAR RETIRE EE PAY	7,063.37	7,063.37
713-21529	DEFERRED COMP EE PAY	1,325.14	1,325.14
713-21531	RETIRE FIRE EE PAYABLE	2,693.54	2,693.54
713-21533	RETIRE POLICE EE PAY	4,522.80	4,522.80
713-21534	DIS INC INS EE PAYABLE	25.95	25.95
713-21539	CHILD SUPPORT EE PAY	2,218.31	2,218.31
713-21541	HSA EE PAYABLE	12,123.98	12,123.98
713-21712	MEDICARE W/H ER PAYAB...	3,724.05	3,724.05
713-21713	FICA W/H ER PAYABLE	13,705.09	13,705.09
713-21728	REGULAR RETIRE ER PAY	6,716.30	6,716.30
713-21731	RETIRE-FIRE ER PAYABLE	4,657.12	4,657.12
713-21733	RETIRE-POLICE ER PAY	4,471.55	4,471.55
713-21741	HSA ER PAYABLE	1,218.75	1,218.75
721-52111-721	DEPARTMENT SUPPLIES	118.74	0.00
812-53861-112	PREMIUM EXPENSE	38,409.00	0.00
812-53862-112	CLAIMS EXPENSE	28,764.26	28,764.26
812-53863-112	FLEXIBLE BENFT EXPENSES	1,065.74	1,065.74
	Grand Total:	659,753.36	175,385.64

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	651,234.52	175,385.64
1114153521	8,053.84	0.00
6002053111	400.00	0.00
6002053711	65.00	0.00
	Grand Total:	659,753.36
		175,385.64

Refund Review				
Close Form				
Print Screen				
Packet: UBPKT00759 - Refunds 6 UBPKT00758 Disconnect				
				Add
				Edit
				Delete
Account #	Status	Contact	Service Address	Refund Amount
<input checked="" type="checkbox"/> <u>055-3828-02</u>	Inactive	BECKY ESTRADA	1616 8TH AVE SCOTTSBLUFF NE 69361	6.90
<u>015-5675-10</u>	Inactive	KATIE M SEGELKE	516 W 42ND ST SCOTTSBLUFF NE 69361	2.95
<u>075-5721-05</u>	Inactive	ELI T HUEFTLE	1909 5TH AVE SCOTTSBLUFF NE 69361	0.05
<u>075-2863-02</u>	Inactive	DOROTHY JOHNSON	1802 5TH AVE SCOTTSBLUFF NE 69361	6.26
<u>065-4002-01</u>	Inactive	RICHARD PETERSON	543 WINTER CREEK DR SCOTTSBLUFF NE	4.39
<u>015-5693-01</u>	Inactive	DALE D RYDER	3309 AVE H SCOTTSBLUFF NE 69361	6.26
<u>050-0915-03</u>	Inactive	ALVENA HUGHES	1918 9TH AVE SCOTTSBLUFF NE 69361	82.62
Total				\$109.43

City of Scottsbluff, Nebraska

Monday, March 2, 2015

Regular Meeting

Item Public Inp1

Council to consider approval of Vickie Martinez as manager of the Walgreen's Liquor License.

Staff Contact: Cindy Dickinson, City Clerk

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: MARTINEZ First Name: Vickie MI: S
 Home Address (include PO Box if applicable): 675 J. Street
 City: Gering County: Scottsbluff Zip Code: 69341
 Home Phone Number: 308 672 8378 Business Phone Number: (308)635-3296
 Social Security Number: _____ Drivers License Number & State: H13023789 NE
 Date Of Birth: 6/4/64 Place Of Birth: Denver, Co.
 Email address: VS MART @64 @yahoo.com

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)

YES NO

Spouse's information

Spouses Last Name: Martinez First Name: Daniel MI: A
 Social Security Number: _____ Drivers License Number & State: H12993948 NEBRASKA
 Date Of Birth: 12-16-63 Place Of Birth: Denver, Co.

APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS

APPLICANT			SPOUSE		
CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
<u>Gering, Nebraska</u>	<u>2003</u>	<u>present</u>	<u>Gering, Nebraska</u>	<u>2003</u>	<u>present</u>

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JAN 20 2015

Form 103
Rev 9/2013
Page 3 of 6

NEBRASKA LIQUOR CONTROL COMMISSION

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2000	Present	Walgreens	Duane Alston	308 635 3296
1998	2000	Denver Body and Spirit	Richard Osada	Unknown

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

YES NO

If yes, please explain below or attach a separate page.

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JAN 28 2015

NEBRASKA LIQUOR CONTROL COMMISSION

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

YES NO

IF YES, list the name of the premise(s):

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

YES NO

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JAN 20 2015

Form 103
Rev 9/2013
Page 4 of 6

NEBRASKA LIQUOR CONTROL COMMISSION

4. List the alcohol related training and/or experience (when and where) of the person making application.

*NLCC Training Certificate Issued: online Name on Certificate: VICKIE MARTINEZ

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Vickie Martinez	11/2014	Suncoast Nebraska Alcohol Server Training

*For list of NLCC Certified Training Programs see www.lcc.ne.gov/traininginfo.html

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Vickie Martinez / Asst mgr	9/11/2000	Walgreens 205 W 27th Scottsbluff Ne

5. Have you enclosed the required fingerprint cards and **PROPER FEES** with this application?
 (Check or money order made payable to the Nebraska State Patrol for \$38.00 per person)

YES NO

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JAN 20 2015

NEBRASKA LIQUOR
CONTROL COMMISSION

Form 103
Rev 9/2013
Page 5 of 6

PERSONAL OATH AND CONSENT OF INVESTIGATION

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has **NO** interest directly or indirectly, a spousal affidavit of non participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

Vickie Martinez
Signature of Manager Applicant

Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska

County of Scotts Bluff

The foregoing instrument was acknowledged before me this

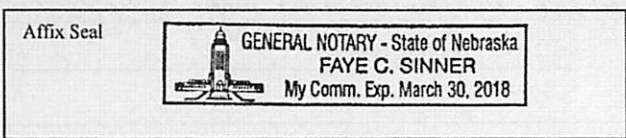
January 15, 2015

date

by Vickie Martinez

name of person acknowledged

Faye C. Sinner
Notary Public signature



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

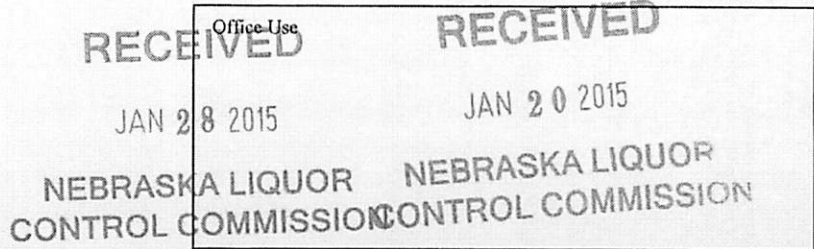
Form 103
Rev 9/2013
Page 6 of 6

RECEIVED
JAN 28 2015
NEBRASKA LIQUOR
CONTROL COMMISSION

RECEIVED
JAN 20 2015
NEBRASKA LIQUOR
CONTROL COMMISSION

**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

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



I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will have not have any interest, directly or indirectly in the operation or profit of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices or represent myself as the owner or in any way participate in the day to day operations of this business in any capacity. I understand my fingerprint will not be required; however, I am obligated to sign and disclose any information on all applications needed to process this application.

[Handwritten Signature]

Signature of spouse asking for waiver
(Spouse of individual listed below)

Daniel A. Martinez

Printed name of spouse asking for waiver

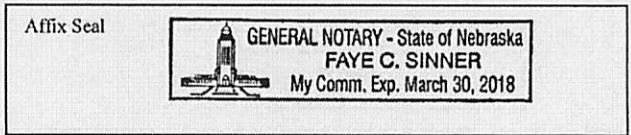
State of Nebraska

County of Scotts Bluff

1-15-15
date

The foregoing instrument was acknowledged before me this
by Daniel A. Martinez
name of person acknowledged

[Handwritten Signature]
Notary Public signature



I acknowledge that I am the spouse of the above listed individual. I understand that my spouse and I are responsible for compliance with the conditions set out above. If it is determined that the above individual has violated (§53-125(13)) the Commission may cancel or revoke the liquor license.

[Handwritten Signature]
Signature of individual involved with application
(Spouse of individual listed above)

Vickie Martinez

Printed name of applying individual

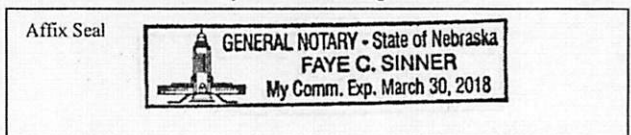
State of Nebraska

County of Scotts Bluff

1/15/15
date

The foregoing instrument was acknowledged before me this
by Vickie Martinez
name of person acknowledged

[Handwritten Signature]
Notary Public signature



In compliance with the ADA, this spousal affidavit of non participation is available in other formats for persons with disabilities. A ten day advance period is requested in writing to produce the alternate format.

RECEIVED BY THE
CLERK OF DISTRICT COURT
MARCH 11 2015

RECEIVED BY THE
CLERK OF DISTRICT COURT
MARCH 11 2015

Memo

To: Rick Kuckkahn, City Manager
From: Kevin E Spencer, Chief of Police
CC: liquor file
Date: February 23, 2015
Re: Manager application- Vickie Martinez - Walgreens #07383, License D-088633, 205 West 27th Street Scottsbluff, NE

This applicant was investigated for suitability as a license holder. Nothing was discovered that would prohibit her from holding a manager position under the license. Vickie Martinez does not have a criminal history, and no traffic violations were found.

Wednesday February 11th, 2015 I met with Vickie at the Walgreens store. Vickie told me that this will be the first time that she will be named as the manager on a liquor license. Vickie told me that she has experience working in the alcohol industry, tending bar in Michigan and in the Scottsbluff Walgreens store since the store obtained a liquor license. Vickie told me that she has attended the Nebraska State Patrols alcohol training as store policy requires it of all employees. Vickie explained that if an employee sale to a minor the store policy is that the employee will be retrained or dismissed depending on the circumstances, a second violation would be termination. Vickie brings business experience to the operation and she assures that she will be assisted by experienced staff at the store.

The store does have video recording equipment as well as an intrusion alarm for after hours.

Respectfully,

*Kevin E Spencer, Chief of Police
City of Scottsbluff*

City of Scottsbluff, Nebraska

Monday, March 2, 2015

Regular Meeting

Item Pub. Hear.1

Council to conduct a public hearing as set for this date at 6:05 p.m. to consider an Ordinance Amendment Change to Chapter 25, clarifying definitions relating to Floodways within the City of Scottsbluff and its Extra Territorial Jurisdiction.

Staff Contact: Annie Folck, City Planner

Agenda Statement

Item No.

For meeting of: March 2, 2015

AGENDA TITLE: Council to consider an ordinance revising definitions in the Floodway Overlay District

SUBMITTED BY DEPARTMENT/ORGANIZATION: Planning and Zoning

PRESENTATION BY:

SUMMARY EXPLANATION: The City received a Community Assistance Visit (CAV) from FEMA last fall. As part of this process, they reviewed our ordinances that authorize the City to regulate development within the floodplain. They found a few minor deficiencies and requested that we make some changes. These changes consist of a few added definitions and some rewording for clarification, but will not affect how the City regulates development within our floodplain.

BOARD/COMMISSION RECOMMENDATION: Planning Commission recommends approval of this ordinance (see attached minutes).

STAFF RECOMMENDATION: Recommend approval of the ordinance

EXHIBITS

Resolution Ordinance Contract Minutes Plan/Map

Other (specify) _____

NOTIFICATION LIST: Yes No Further Instructions

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

ORDINANCE RECORD

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA, AMENDING CHAPTER 25, ARTICLE 19 RELATING TO FLOODWAYS, TO AMEND SECTION 25-19-18(2), TO AMEND SECTION 25-19-29(2), AND TO ADD DEFINITIONS TO THE DEFINITIONS SECTION AT 25-19-51.1, 25-19-66.1 AND 25-19-77 TO CLARIFY DEFINITIONS FOR THE FLOODWAYS ARTICLE, TO REPEAL PRIOR SECTIONS AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1. Section 25-19-18 of the Municipal Code is amended to provide as follows:

“25-19-18. Administration.

- (1) The Development Services Director is hereby appointed to administer and implement the provisions of this Article.
- (2) Duties of the Development Services Director shall include, but not be limited to:
 - a. Review all development permit applications to assure that sites are reasonably safe from flooding and that the permit requirements of this Article have been satisfied.
 - b. Review applications for proposed development to assure that all necessary permits have been obtained from those Federal, state or local governmental agencies from which prior approval is required.
 - c. Notify adjacent communities and the Nebraska Natural Resources Commission prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.
 - d. Assure that maintenance is provided within the altered or relocated portion of said watercourse so that the flood carrying capacity is not diminished.
 - e. Verify, record and maintain record of the actual elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved structures in special flood hazard areas.
 - f. Verify, record and maintain record of the actual elevation (in relation to mean sea level) to which new or substantially improved structures have been flood proofed.
 - g. When flood proofing is utilized for a particular structure the Development Services Director shall be presented certification from a registered professional engineer or architect.
 - h. Review all subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, to determine whether such proposals will reasonably be safe from flooding.”

Section 2. Section 25-19-29 of the Municipal Code is amended to provide as follows:

“25-19-29. Standards for flood fringe overlay zone; manufactured homes.

- (1) All manufactured homes in a special flood hazard area shall be anchored to resist floatation, collapse, or lateral movement. Manufactured homes must be anchored in accordance with local building codes or FEMA guidelines. In the event that over-the-top frame ties to ground anchors are used, the following specific requirements (or their equivalent) shall be met:
 - a. Over-the-top ties be provided at each of the four corners of the manufactured home, with two additional ties per side at intermediate locations and manufactured homes less than 50 feet long requiring one additional tie per side;
 - b. Frame ties shall be provided at each corner of the home with five additional ties per side at intermediate points and manufactured homes less than 50 feet long requiring four additional ties per side;
 - c. All components of the anchoring system be capable of carrying a force of 4,800 pounds; and
 - d. Any additions to the manufactured home be similarly anchored.
- (2) All manufactured homes to be placed or substantially improved within special flood hazard areas on the City's FIRM shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is at or above one foot above the base flood elevation; and be securely anchored to an adequately anchored foundation system in accordance with the provisions of subsection (1) of this section if located on sites:
 - a. Outside of a manufactured home park or subdivision,

ORDINANCE RECORD

- b. In a new manufactured home park or subdivision,
 - c. In an expansion to an existing manufactured home park or subdivision, or
 - d. In an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as the result of a flood.
- (3) All manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision within special flood hazard areas on the FIRM that are not subject to the provisions of subsection (2) of this section shall be elevated so that either:
- a. The lowest floor of the manufactured home is at or above one foot above the base flood elevation, or
 - b. The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade; and be securely anchored to an adequately anchored foundation system in accordance with the provisions of subsection (1) of this section."

Section 3. Section 25-19-51.1 is added to the Municipal Code as follows:

"Section 25-19-51.1 Expansion to an Existing Manufactured Home Park or Subdivision.

"Expansion to an Existing Manufactured Home Park or Subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads)."

Section 4. Section 25-19-66.1 is added to the Municipal Code as follows:

"Section 25-19-66.1 New Manufactured Home Park or Subdivision.

"New Manufactured Home Park or Subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either the final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community."

Section 5. Section 25-19-77 is added to the Municipal Code as follows:

"Section 25-19-77 Violation.

"Violation" means a failure of a structure or other development to be fully compliant with the community's flood plain management regulations."

Section 6. Previously existing Sections 25-19-18, 25-19-29, 25-19-51.1, 25-19-66.1 and 25-19-77, and all other Ordinances and parts of Ordinances in conflict with this Ordinance, are repealed. Provided, this Ordinance shall not be construed to affect any rights, liabilities, duties or causes of action, either criminal or civil, existing or actions pending at the time when this Ordinance becomes effective.

Section 7. 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)

Planning Commission Minutes
Regular Scheduled Meeting
February 9, 2015
Scottsbluff, Nebraska

The Planning Commission of the City of Scottsbluff, Nebraska met in a regular scheduled meeting on Monday, February 9, 2015, 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 January 30, 2015. 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, Dana Weber, Jim Zitterkopf, Angie Aguallo, Callan Wayman, David Gompert, Henry Huber, and Becky Estrada. Absent: Mark Westphal. City officials present: Annie Urdiales, Planning Administrator, Annie Folck, City Planner, and Gary Batt, Code Administrator II.

ITEM 2: Chairman Estrada informed all those present of the Nebraska Open Meetings Act and that a copy of such is posted on bookcase 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 January 12, 2015 were reviewed and approved. A motion was made to accept the minutes by Weber, and seconded by Zitterkopf. "YEAS": Zitterkopf, Weber, Chadwick, Aguallo, and Estrada. "NAYS": None. ABSTAIN: Wayman, Huber, and Gompert. ABSENT: Westphal. Motion carried.

NOTE: Commissioner Mark Westphal arrived at 6:05 p.m.

ITEM 7A: The Planning Commission opened a public hearing for proposed ordinance text changes in **Chapter 25-3-22.1 - Gateway Greenway Overlay zone**. Staff has been working on changes/additions since 2014 this is the third draft for the Planning Commission to review before sending on to City Council. Annie Folck, City Planner, went through and outlined the proposed changes and additions to the code. Under design guidelines language was added stating that the GG overlay zone shall be read together and incorporated with the Landscaping Article in Section 25-22-1 through 25-22-10 of the City's Municipal Code, referred to as the "Landscaping Article". Other changes are as follows:

Section 25-3-22.1 Development Standards – A. Signs - # 2. One wall sign or marquee sign shall be permitted per building side. Also added was **# 4.** Other signs may be permitted, in the

50 sole discretion of the Planning and Development Director, if the sign is small scale, is directional
51 in nature and meets the intent of this section.

52 **Section 25-3-22.1 Development Standards – D. Parking Lot Designs # 1.** – All parking areas
53 shall be paved to meet current ordinance requirements, *including those in the Landscaping*
54 *Article. #3.* –*added All landscape islands shall have a minimum of 100 square feet of open*
55 *ground and at least 300 cubic foot of good soil rooting volume for each tree. One half of all*
56 *landscape islands must include a deciduous canopy tree & landscape islands shall be evenly*
57 *distributed to the maximum extent possible.*

58 **E. Landscaping and Screening Standards** – added – To the extent reasonably feasible, all
59 landscape plans shall be designed to incorporate water conservation materials and techniques in
60 order to comply with each of the xeriscape landscaping principles listed below, Xeriscape
61 landscaping principles do not include or allow artificial turf or plants, mulched (including gravel)
62 beds or areas without landscape plant material, paving of areas not required for walkways, plazas
63 or parking lots, bare ground, weed covered or infested surfaces or any landscaping that does not
64 comply with the standards of this section. **#1.d.** Irrigation - Design, operate and maintain an
65 efficient irrigation system. Drip irrigation shall be used in all landscape beds, if sprinklers are
66 used for turf, no water shall be sprayed over sidewalks, streets or parking lots. Areas of low
67 water use landscaping may be included but must be indicated on the plans. Irrigation water must
68 be available for the initial two years after planting to establish low water use landscapes; **e.** Soil
69 Preparation - Incorporate soil amendments before planting; **f.** Mulch - Add mulch to plantings
70 beds to a minimum depth of 3” around trees and shrubs and 1: around perennials and ornamental
71 grasses. Organic mulch is preferred; rock mulch may be used only if pre-approved by the
72 Planner. **g.** Maintenance - Provide regular and attentive maintenance.

73 **5.** Landscaping – under building perimeter Walls typo X% needs changed to 60%. **b.** trees at a
74 rate of one per 20’ of linear frontage. Evergreens may only be planted if planting bed is a
75 minimum of 20 feet wide. Trees may be spread irregularly in informal groupings or be
76 uniformly spaced, as consistent with large overall plantings patterns and organization.
77 Trees shall be spread a minimum of 15’ apart for large shade trees and evergreens, and a
78 minimum of 10’ apart for small ornamentals (list provides). Groupings of trees may be
79 no more than 150’ apart. The space between the trees should be planted and maintained
80 to aid the health and growth of the trees. There must be a maintained, non-turf grass
81 landscape bed under and around trees, to be a minimum of 40 square feet per large shade
82 tree or evergreen and 30 square feet per small or medium trees. The landscape zone must
83 be planted to appropriate and compatible shrubs or herbaceous grasses or perennials to
84 cover at least 50% of the bed. The remainder may be mulch. Organic mulch should be
85 used if possible. **e.** Minimum Tree & Shrub sizes changed sizes – 4. Shrubs shall be two
86 gallon size or greater or 15” (previously 18”-24”) in height if balled or bur lapped. 5.
87 Perennials & ornamental grasses shall be one quart (previously 1 gallon) size or greater.

88
89 Also, added to Development standards: **F. Minimum Species Diversity**

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

94 Number of trees on site, Maximum percentage of any one species

95 10-19: 33%

96 30-39: 25%

97 40 or more: 15%

98 **G. Use of Approved Species**

99 Regionally native plants should be used when possible to help aid biodiversity and convey a
100 sense of place with the natural context of our community. Ninety percent (90%) of all required
101 trees planted must be from the approved list provided in Appendix A.
102

103 **H. Redevelopment**

104 In the event any property owner or occupant owning or possessing property located within the
105 GGO overlay zone commences a remodel or redevelopment project, the cost of which exceeds
106 \$100,000.00 based upon the building permit issued by the City's Planning & Development
107 Department, upon property that does not then meet the requirements of this section then the
108 property owner or occupant will be required to spend 3% of any remodel or redevelopment
109 project toward bringing the property and landscaping up to the development standards in this
110 section. Once the property and landscaping meet the requirements of this section, the property
111 owner or occupant will no longer have to spend a portion of the remodel or redevelopment
112 project to make improvements in order to comply with this section. In addition, if the property
113 owner or occupant is able to show they are unable to bring the property into compliance because
114 of the property's topography or features, then the property owner or occupant may appear before
115 the City's Planning Commission to explain why they cannot comply. If the Planning Commission
116 finds the property owner or occupants are unable to comply with the requirements of this section
117 for the reasons stated above, then it may excuse the property owner or occupant from attempting
118 to comply and instead allow them to pay an amount equal to 3% of their project directly to the
119 City for use by the City on Gateway Green projects within the GGO overlay zone or other
120 Gateway and Green projects on City improvements or parks.
121

122 Annie Folck explained the Redevelopment requirements, any existing properties that improve with
123 remodeling or redevelopment and a cost of \$100,000 or over would be required to put in three percent
124 of their estimated cost into landscaping of their property. If unable to meet these standards the three
125 percent will go into a City fund which will be used for improvements in the GGO zone or other green
126 spaces within the City. The definition explains how if the redevelopment experiences hardship and they
127 are unable to comply a compromise can be approved by the Planning Commission and the three percent
128 would go into a City fund for green space which will meet the intent of the code by improving corridors
129 into the City.
130

131 The tree list (appendix A) was also changed added several tree species and eliminating Canadian Red
132 Chokeberry and Scotch pine from the list. The list attached to the packet is not the approved list, if
133 approved by Planning Commission the updated list will be attached to the ordinance. The Planning
134 Commission asked that we track feedback when the ordinance is put into practice.
135

136 **Conclusion:** A motion was made by Aguallo and seconded by Weber to approve the proposed
137 changes/additions to the Gateway Greenway Overlay zone 25-3-22.1 with correction to typo in Building
138 Perimeter Walls section and Appendix A - updated tree list is attached. **"YEAS":** Weber, Chadwick,
139 Zitterkopf, Aguallo, Westphal, Gompert, Huber, Wayman, and Estrada. **"NAYS":** None. **ABSTAIN:**
140 None. **ABSENT:** None. Motion carried.
141

142 **ITEM 7B:** The Planning Commission opened a public hearing for a proposed ordinance amendment
143 change of Chapter 25, Article 19 Amending Sections 25-19-18(2), 25-19- 29(2), and to clarify
144 definitions in Sections 25-19.51.1, 25-19-66.1 & 25-19-77 relating to Floodways within the City of
145 Scottsbluff and its Extra Territorial Jurisdiction.

146 City Staff met with FEMA representatives in the fall of 2014 regarding areas with the City's floodway
147 and our requirements in the floodway. The changes will keep us in good standing with the National
148 Insurance program. They reviewed our code and asked for a few changes/additions to our Floodway
149 ordinance. In summary the changes added are:
150 Section 25-19-18 (2) h – Review all subdivision proposals and other proposed new development,
151 including manufactured home parks or subdivisions to determine whether such proposal will reasonably
152 be safe from flooding.
153 Reworded Section 25-19-29 – Standards for flood fringe overlay zone; manufactured homes part two (2)
154 for clarification regarding elevation requirements. (Shall be elevated on a permanent foundation such that
155 the lowest floor of the manufactured home is at or above one foot above the base flood elevation; and be
156 securely anchored to an adequately anchored foundation system).
157 Adding to definitions - 25-19-51.1 - Expansion to an existing Manufactured Home Park and Subdivision,
158 25-19-66.1 - New Manufactured Home Park or Subdivision, and 25-19-77 - Violation.

159
160 When the study is completed over the next year we hope to submit the information and have the
161 Floodplain maps updated as they were last done in 1979 for the City. We are hoping to do a workshop in
162 the future for Realtors and other interested parties on requirements within the floodways.

163
164 **Conclusion:** A motion was made by Westphal and seconded by Weber to make a positive
165 recommendation to City Council to approve the proposed ordinance amendment changes of Chapter 25,
166 Article 19 Amending Sections 25-19-18(2), 25-19- 29(2), and to clarify definitions in Sections 25-
167 19.51.1, 25-19-66.1 & 25-19-77 relating to Floodways within the City of Scottsbluff and its extra
168 territorial jurisdiction. “YEAS”: Weber, Chadwick, Zitterkopf, Aguillo, Westphal, Gompert, Wayman,
169 Huber, and Estrada. “NAYS”: None. ABSTAIN: None. ABSENT: None. Motion carried.

170
171 **ITEM 7C.** The Planning Commission opened a public hearing for proposed ordinance text change in the
172 C-1 Zoning district revising 25-3-13 relating to principle permitted uses & special permit uses, 25-5-2
173 related to parking requirements for residential uses and 25-7-38 relating to off street parking
174 requirements and excepting condominium used in the Central Business District which is located along
175 Broadway, Avenue A, and 1st Avenue from 14th Street north to 20th Street.

176
177 City Staff had a request asking about a condominium final plat to allow separation of a business and
178 residential unit in a building located in the C-1 zoning district. This has been done in the past in an O & P
179 zoning district, and is an allowable use in several of our zoning districts but was not in the C-1 Central
180 Business District on Broadway. The changes are the addition of 20.5 Condominium which will allow
181 for condominiums of three or less units as a permitted use by right in the C-1 district. This will enable a
182 person to apply for a condominium final plat allowing for separation within a building to allow separate
183 units which can be sold separately. The units/structures will have to meet building, fire, and safety
184 codes. The addition of 27.5 - Dwelling units, brings all the existing apartments in the C-1 zoning district
185 into compliance with City code.

186
187 The other changes bring the condominium parking and off street parking requirements into compliance
188 meeting the requirements of the Nebraska Condominium Act. This change will give the condominiums
189 the same parking rights as the other residential units in the Central Business District.

190
191 **Conclusion:** A motion was made by Weber and seconded by Chadwick to make a positive
192 recommendation to City Council to approve the revisions in 25-3-13 relating to principle permitted uses
193 & special permit uses, 25-5-2 related to parking requirements for residential uses and 25-7-38 relating to
194 off street parking requirements and excepting condominium used in the Central Business District

195 “YEAS”: Weber, Chadwick, Zitterkopf, Aguallo, Westphal, Gompert, Wayman, Huber, and Estrada.
196 “NAYS”: None. ABSTAIN: None. ABSENT: None. Motion carried.

197
198 **ITEM 8. Unfinished Business:** Updated the Planning Commission on the map for our comprehensive
199 development plan allowing for large lot development in the extra territorial jurisdiction. City Council
200 approved the ordinance for the changes in code and will have the three readings of the ordinance this will
201 allow time for changes to be made to the proposed map. We have had a few property owners ask about
202 adding other areas to the map. We will bring the map back to the Planning Commission if other areas are
203 added for their approval and then we will forward to City Council for their approval.

204
205 There being no further business, a motion to adjourn was made by Weber and seconded by Gompert. The
206 meeting was adjourned at 6.55 p.m. “YEAS”: Gompert, Wayman, Weber, Westphal, Chadwick,
207 Zitterkopf, Aguallo, Huber, and Estrada. “NAYS”: None. **ABSTAIN:** None. **ABSENT:** None.
208 Motion carried.

209
210
211 _____
212 Becky Estrada, Chairperson

213
214 Attest: _____
215 Annie Urdiales

City of Scottsbluff, Nebraska

Monday, March 2, 2015

Regular Meeting

Item Pub. Hear.2

Council to conduct a public hearing as set for this date at 6:05 p.m. to consider an Ordinance change regarding the Gateway Greenway Overlay zoning district located within the entryways/corridors of the City of Scottsbluff.

Staff Contact: Annie Folck, City Planner

Agenda Statement

Item No.

For meeting of: March 2, 2015

AGENDA TITLE: Council to consider an ordinance revising requirements in the Gateway Greenway Overlay District

SUBMITTED BY DEPARTMENT/ORGANIZATION: Planning and Zoning

PRESENTATION BY:

SUMMARY EXPLANATION: After working with local developers to implement requirements of the Gateway Greenway Overlay District, it came to staff's attention that some changes could be made to make it more flexible for developers and landscapers while still meeting the intent of the ordinance. Changes have been made allowing for better landscape design, better landscape practices, and encouraging lower water use landscapes. Input from the Nebraska Forest Service, Nebraska Statewide Arboretum, local landscapers, and local developers was taken into consideration in drafting this ordinance. The changes also expand the requirements of the Gateway Greenway Overlay Zone to apply to redevelopment in addition to new development.

BOARD/COMMISSION RECOMMENDATION: Planning Commission recommends approval of this ordinance (see attached minutes).

STAFF RECOMMENDATION: Recommend approval of the ordinance

EXHIBITS

Resolution Ordinance Contract Minutes Plan/Map

Other (specify) _____

NOTIFICATION LIST: Yes No Further Instructions

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

ORDINANCE RECORD

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA DEALING WITH THE GATEWAY/GREEN OVERLAY ZONE, REPEALING PRIOR §25-3-22.01 OF THE SCOTTSBLUFF MUNICIPAL CODE AND REPLACING THE ENTIRE SECTION, REPEALING ALL PRIOR ORDINANCES AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Chapter 25, Article 3 of the Scottsbluff Municipal Code is amended by repealing the existing language and substituting the following language:

25-3-22.01. GG-O Gateway Green Overlay Zone (GG-O).

Purpose.

The Gateway Green Overlay (GGO) Zone is intended to:

- A. Promote the general health, safety and welfare of the community
- B. Create a sense of continuity throughout the corridor with harmonious design standards for public improvements and private property development.
- C. Preserve and enhance the historical attractions and landmarks of Scottsbluff and the surrounding area.

Design Guidelines

The GGO Zone is an overlay zone that supersedes those of any other zoning district to which a tract of land may be subject and shall be read together and incorporated with the Landscaping Article of this Chapter found at Section 25-22-1 through 25-22-10 of the Municipal Code, referred to as the "Landscaping Article". All new development and redevelopment must conform to the design guidelines. All plans shall be reviewed and approved for design, landscaping and architectural detail and compatibility. No design plans that have been approved by the Planning Commission may be altered without approval of the planning commission.

Boundaries

The GGO Zone shall consist of all land located within one thousand feet measured perpendicular from the right-of-way of the following transportation corridors:

- A. U.S. Highway 26, extending from the East Extraterritorial Boundary to the West Extraterritorial Boundary
- B. Highland Road, extending from the intersection with Airport Road to the intersection with U.S. Highway 26
- C. McClellan Expressway (East Bypass Highway 71) from the North Platte River to its intersection with U.S. Highway 26,
- D. Broadway Avenue from the North Platte River to its intersection with South Beltline Highway
- E. Avenue I from the North Platte River to its intersection with South Beltline Highway
- F. Highway 71 from the intersection with Highway 26 to the north Extraterritorial Boundary
- G. Highway L-79-G (West 20th Street extended) from the west Extraterritorial boundary to the West corporate limits of the city.

Development Action

There shall be no development action within the GGO Zone without permission of the Planning Commission. Any person or entity desiring a development action within the GGO Zone must submit plans to the Planning Commission for review and approval.

Development Standards

The development standards were formulated to create a visually pleasing GGO Zone and to convey the values of the City of Scottsbluff.

- A. Signs
 1. Monument Signs - One ground sign, monument type with a maximum height of 6' shall be permitted on each lot. Total area of sign not to exceed 250 square feet. Sign structure materials shall be comparable with materials used on the facade of the principal building.
 2. Wall Signs and Marquee Signs – One wall sign or marquee sign shall be permitted per building side.
 3. One 25' pole sign will be allowed in the GGO zone per development.
 4. Other signs may be permitted, in the sole discretion of the Planning and Development Director, if the sign is small in scale, is directional in nature and meets the intent of this section.

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B. Lighting

1. Lighting on private property shall be in harmony with poles and lanterns within specified corridors. Lights shall provide safe and efficient lighting and be without glare for pedestrians and motorists passing by. All lighting shall be designed to avoid intrusion on adjacent properties and adjacent roads.

C. Overhead lines

1. Eliminate the need for power cables by burying cables underground.

D. Parking Lot Design

1. All parking areas shall be paved to meet current ordinance requirements, including those in the Landscaping Article.
2. All developments shall have off-street parking.
3. Parking areas over 50 spaces shall include landscape islands. All landscape islands shall have a minimum of 100 square feet of open ground and at least 300 cubic foot of good soil rooting volume for each tree. One half of all landscape islands must include a deciduous canopy tree. Understory plantings of shrubs/perennials/groundcover shall be durable and able to withstand foot traffic and frequent breakage from pedestrian traffic. Landscape islands shall be evenly distributed to the maximum extent possible.
4. Parking areas should be placed between or behind buildings unless lot layout does not allow. If layout does not allow for parking between or behind buildings then conceptual parking design may be approved by the Planning Commission.
5. All parking areas visible from the transportation corridors shall have a complete visual buffer of 4' minimum height.
6. Where parking lots abut adjacent residential zoned areas a buffer yard of 20' minimum is required.

E. Landscaping and Screening Standards

Landscaping is critical in creating a visually pleasing appearance of the transportation corridors in the City of Scottsbluff. Landscape design and development shall be priority in the planning process. To the extent reasonably feasible, all landscape plans shall be designed to incorporate water conservation materials and techniques in order to comply with each of the xeriscape landscaping principles listed below. Xeriscape landscaping principles do not include or allow artificial turf or plants, mulched (including gravel) beds or areas without landscape plant material, paving of areas not required for walkways, plazas or parking lots, bare ground, weed covered or infested surfaces or any landscaping that does not comply with the standards of this section. See appendix A for recommended species.

1. Xeriscape landscaping principles are as follows:
 - a. Design. Identify zones of different water requirements and group plants together that have similar water needs;
 - b. Appropriate use of Turf. Limit high-irrigation turf and plantings to appropriate high-use areas with high visibility and functional needs;
 - c. Low-Water-Using Plants. Choose low-water-demanding plants and turf where practicable;
 - d. Irrigation. Design, operate and maintain an efficient irrigation system. Drip irrigation shall be used in all landscape beds, If sprinklers are used for turf, no water shall be sprayed over sidewalks, streets or park lots. Areas of low water use landscaping may be included but must be indicated on the plans. Irrigation water must be available for the initial two years after planting to establish low-water use landscapes;
 - e. Soil Preparation. Incorporate soil amendments before planting;
 - f. Mulch. Add mulch to planting beds to a minimum depth of 3" around trees and shrubs and 1" around perennials and ornamental grasses. Organic mulch is preferred, Rock mulch may be used only if pre-approved by the Planner;
 - g. Maintenance. Provide regular and attentive maintenance.
2. Screening
 - a. All loading and service areas that are within a 50' of a side or rear lot line abutting property that is residentially zoned shall be surrounded by a 6' high masonry wall or solid wood or PVC fence with opaque gate.
 - b. Waste receptacles, including dumpsters, garbage cans, or grease containers shall be located in the rear or side yard of lot and no more than 20' from residentially zoned areas. All waste receptacles shall be screened from view from all property lines and public areas of the site by a minimum 6' high evergreen planting, masonry wall, wood or PVC fence.

ORDINANCE RECORD

- c. Rooftop mechanical equipment, including HVAC and utility equipment shall be screened from adjacent streets, sidewalks, residential, public and institutional uses. Screening shall consist of parapet walls or an opaque enclosure around the equipment that is constructed of one of the materials used on the primary facade of the principal structure.
 - d. Ground or wall mounted mechanical equipment such as HVAC equipment, transformers, generators, and gangs of multiple utility meters shall be screened from adjacent streets, sidewalks, residential, public and institutional uses. Screening shall consist of evergreen planting masonry wall, wood or PVC fencing or other opaque enclosure around the equipment that is constructed of one of the permanent and durable materials used on the primary facade of the building. The height of the planting or fence shall be sufficient to effectively screen the equipment from view.
 - e. Outdoor storage shall be prohibited.
3. Buffer Yards
- a. Developed for the purpose of providing an effective visual screen between two dissimilar uses.
 - b. Buffer Yards shall be required along and inside the property line of commercial property abutting a residentially zoned property.
 - c. Buffer Yards shall be 20' minimum in depth and shall meet the following criteria:

Be planted with a staggered double row of evergreen trees at least 6' in height, or be planted with a single row of deciduous shade trees 2" caliper trunk minimum and two staggered rows of evergreen shrubs at least 3' in height, planted a maximum of 4' on center.
 - d. If a 6' high solid wood or PVC fence or masonry wall is incorporated into the design the buffer yard may be reduced by 10'. Finished side of fencing will face abutting property. A row of evergreen trees at least 6' in height, or a single row of deciduous shade trees 2" caliper trunk minimum and a staggered row of evergreen shrubs at least 3' in height, planted a maximum of 4' on center must accompany the fence.
4. Maintenance of Buffer Yard
- a. The buffer yard shall be maintained so as to provide an effective visual screen. If plant material shall die or be removed such that the buffer yard no longer functions, the plant material shall be replaced by the property owner.
5. Landscaping
- a. Building Perimeter Walls
 - 1. Shrubs shall be planted within 10' of the foundation of the primary structure along each building facade at a density that will obscure 60% of the building foundation after 5 years, except for sides or rear of building used for loading or service area.
 - b. Along each street frontage there shall be, at a minimum, 10' wide landscape strip, continuous along the frontage except for the perpendicular crossings for driveways and utilities. The landscape strip shall be planted with shade trees at a rate of one per 40' of linear frontage or evergreen trees at a rate of one per 20' of linear frontage. Evergreens may only be planted if planting bed is a minimum of 20 feet wide. Trees may be spread irregularly in informal groupings or be uniformly spaced, as consistent with large overall planting patterns and organization. Trees shall be spread a minimum of 15' apart for large shade trees and evergreens, and a minimum of 10' apart for small ornamentals (list provides). Grouping of trees may be no more than 150' apart. The space between the trees should be planted and maintained to aid the health and growth of the trees. There must be a maintained, non-turf grass landscape bed under and around trees, to be a minimum of 40 square feet per large shade tree or evergreen and 30 square feet per small or medium tree. The landscape zone must be planted to appropriate and compatible shrubs or herbaceous grasses or perennials to cover at least 50% of the bed. The remainder may be mulch. Organic mulch should be used if possible. Screen standards shall comply with Sections 25-22-7 and 25-22-8 of this Code. Where overhead wires exist directly over tree planting area, small ornamental trees shall be substituted for required shade trees at an equal number.

ORDINANCE RECORD

- c. Plant material, wall or fencing in any required landscaped area shall not obstruct the view from the off street parking facility to any driveway approach, street, alley or sidewalk. Landscaping shall further not obstruct any views among parking spaces and circulation ways, or visibility between vehicles and pedestrians.
- d. Storm water retention ponds shall be landscaped and developed in such a way as to enhance or be in harmony with the surrounding site landscape.
 - 1. Retention basins should be "free form" following the natural contours of the land. If land lacks contour, the basins shall be created to look like a natural depression. Side slopes should vary to give the appearance of a natural condition.
 - 2. Trees and shrub groupings shall be planted intermittently along the ridge of the retention pond to create the appearance of the plants naturally occurring.
 - 3. Approved erosion control measures will be required on all slopes. Use of Inorganic landscape materials is prohibited. No artificial trees, shrubs, plants or turf shall be used to fulfill the minimum requirements for landscaping. Inorganic materials such as stone or decorative pavers, may be used provided that such material does not compromise more than 25% of the minimum required landscaped area. When calculating the area to determine how much inorganic material may be used, the area of driveways and walkways shall not be counted. Loose rock and cobblestones shall not be permitted within any required landscaped area which is within 10' of a traveled street surface.
- e. Minimum Tree and Shrub Sizes
 - 1. All deciduous shade trees shall be a minimum 1 ½ " caliper measured 12" from above the root ball.
 - 2. All evergreen trees shall be a minimum 5' in height measured from the top of the root ball to the top of the tree.
 - 3. All ornamental deciduous trees shall be a minimum 1 ½" caliper measured 12" from above the root ball.
 - 4. Shrubs shall be two gallon size or greater or 15" in height if balled or burlapped.
 - 5. All perennials and ornamental grasses shall be 1 quart size or greater.
- f. Upon installation of required landscape materials, each owner shall take appropriate actions to ensure their continued health and maintenance. Required landscaping that does not remain healthy shall be replaced consistently with this section and the approved landscaping plan for the project.

F. Minimum Species Diversity.

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

Number of trees on site
Maximum percentage of one species
10-19: 33%
30-39: 25%
40 or more: 15%

G. Use of Approved Species.

Regionally native plants should be used when possible to help aid biodiversity and convey a sense of place with the natural context of our community. Ninety percent (90%) of all required trees planted must be from the approved list provided in Appendix A.

H. Redevelopment.

In the event any property owner or occupant owning or possessing property located within the GGO overlay zone commences a remodel or redevelopment project, the cost of which exceeds \$100,000.00 based upon the building permit issued by the City's Planning and Development Department, upon property that does not then meet the requirements of this section then the property owner or occupant will be required

ORDINANCE RECORD

to spend 3% of any remodel or redevelopment project toward bringing the property and landscaping up to the development standards in this section. Once the property and landscaping meet the requirements of this section, the property owner or occupant will no longer have to spend a portion of the remodel or redevelopment project to make improvements in order to comply with this section. In addition, if the property owner or occupant is able to show they are unable to bring the property into compliance because of the property's topography or features, then the property owner or occupant may appear before the City's Planning Commission to explain why they cannot comply. If the Planning Commission finds the property owner or occupants are unable to comply with the requirements of this section for the reasons stated above, then it may excuse the property owner or occupant from attempting to comply and instead allow them to pay an amount equal to 3% of their project directly to the City for use by the City on Gateway Green projects within the GGO overlay zone or other Gateway and Green projects on City improvements or parks.

Definitions

1. Buffer Yard: A landscaped area intended to separate and partially obstruct the view of two (2) adjacent land uses or properties from one another.
2. Gateway: An intersection designated as an entrance into the city or into the downtown area that is planned for additional design elements to "announce" the arrival to a special place.
3. Landscaped Area: The area within the boundaries of a given lot, site or common development consisting primarily of plant material, including but not limited to grass, trees, shrubs, vines, ground cover, and other organic plant materials; or grass paver masonry units installed such that the appearance of the area is primarily landscaped.
4. Storm Water Retention Ponds: Ponds or basins designed to hold rain water that has run off the surrounding landscape of lawns, roads, and rooftops.
5. Evergreen Planting: Dense planting of evergreen plant material that creates an opaque barrier.

Appendix A

Approved Deciduous Shade Trees

<u>Botanical Name</u>	<u>Common Name</u>
Aesculus glabra	Ohio Buckeye
Catalpa speciosa	Northern Catalpa
Celtis occidentalis	Common Hackberry
Ginkgo biloba	Ginkgo
Gleditsia triacanthos var. inermis	Honeylocust (avoid "Sunburst", other varieties okay)
Gymnocladus dioicus	Kentucky Coffeetree
Populus deltoides	Eastern Cottonwood (only on very large sites, may not be used for parking lot plantings)
Quercus alba	White Oak
Quercus macrocarpa	Bur Oak
Quercus macrocarpa x robur	Heritage Oak
Quercus muehlenbergii	Chinkapin Oak
Quercus robur	English Oak
Tilia americana	American Linden
Tilia cordata	Littleleaf Linden
Tilia tomentosa	Silver Linden
Ulmus americana	American Elm (Dutch Elm Disease resistant varieties only)
Ulmus x sp.	Hybrid Elm (check with Dev. Services for specific varieties)

Due to the Emerald Ash Borer destroying large quantities of Ash trees in the Eastern United States and its progressive movement west, Ash trees will be prohibited in GGO Zones.

Approved Small Ornamental Trees

<u>Botanical Name</u>	<u>Common Name</u>
Amelanchier x grandiflora	Serviceberry
Crataegus crusgalli x intermis	Thornless Cockspur Hawthorn (Horizontally)

ORDINANCE RECORD

Crataegus ambigua	branching-Not for use in parking lots or near sidewalks)
Malus spp.	Russian Hawthorn
Syringa reticulata	Crabapple (Choose varieties with small, persistent fruit)
Viburnum lentago	Japanese Tree Lilac
Acer tataricum	Nannyberry Viburnum
Prunus americana	Tatarian Maple "Hot Wings"
Quercus gambelii	American Plum "Princess Kay"
	Gambel Oak

Approved Evergreen Trees

<u>Botanical Name</u>	<u>Common Name</u>
Abies concolor	Concolor fir
Juniperus spp.	Juniper (columnar junipers may only be used for screening purposes, will not count as required tree on street frontages)
Juniperus scopulorum	Rocky Mountain Juniper
Juniperus virginiana	Eastern Redcedar
Picea glauca var. densata	Black Hills Spruce
Picea pungens	Colorado Spruce
Pinus aristata	Bristle Cone Pine
Pinus cembroides	Pinyon Pine
Pinus contorta	Lodgepole Pine
Pinus flexilis	Limber Pine (not salt tolerant, avoid use near parking lots and roadways)
Pinus nigra	Austrian Pine
Pinus ponderosa	Ponderosa Pine (not salt tolerant, avoid use near parking lots and roadways)

Section 2. Previously existing Section 25-3-22.1 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 3. 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)

Approved to form:

City Attorney

City of Scottsbluff, Nebraska

Monday, March 2, 2015

Regular Meeting

Item Pub. Hear.3

Council to conduct a public hearing as set for this date at 6:05 p.m. to consider an Ordinance revision relating to principle permitted uses and special permit uses for parking requirements and off street parking in the C-1 zoning district, located on Broadway from 14th St. north to 20th Street.

Staff Contact: Annie Folck, City Planner

Agenda Statement

Item No.

For meeting of: March 2, 2015

AGENDA TITLE: Public Hearing regarding proposed ordinance changes/revisions in the C-1 Zoning district (Central Business District), in the City's Municipal Code, Chapter 25, specifically 25-3-13, relating to principle permitted uses and special permit uses, 25-5-2 and 25-7-38 parking requirements and off street in the C-1 zoning district

SUBMITTED BY DEPARTMENT/ORGANIZATION: Development Services Department

PRESENTATION BY: Rick Kuckkahn

SUMMARY EXPLANATION: These changes include 25-3-13(20.5) adding condominiums as a permitted use by right in the C-1 Zoning District, this will be done with condominium final plats which will allow separation of a business and residential unit in a building and enable the units to be sold separately. Currently this is an allowable use in several of our zoning districts but was not listed in the C-1 Central Business District on Broadway. The addition of 25-3-13 (20.5) also states only three or less units will be permitted in the C-1 district. The structures will have to meet building, fire, and safety codes. The addition of 25-3-13(27.5) - Dwelling units as a permitted use by right, brings all the existing apartments in the C-1 zoning district into compliance with City code. The other changes 25-7-38 related to off street parking requirements allows condominiums the same parking rights as the other residential units in the Central Business District.

BOARD/COMMISSION RECOMMENDATION: The Planning Commission at their regular meeting of February 9, 2015 made positive recommendation to City Council.

STAFF RECOMMENDATION: Positive recommendation to City Council to approve proposed ordinance text changes/revisions to Chapter 25, - 25-3-13 allowing condominiums as a permitted use by right, 25-5-3 related to parking requirements for residential use, and 25-7-38 relating to off street parking requirements in the C-1 Central Business District.

EXHIBITS

Resolution Ordinance X Contract Minutes x Plan/Map

Other (specify) _____

NOTIFICATION LIST: Yes No Further Instructions

APPROVAL FOR SUBMITTAL: _____
City Manager

ORDINANCE NO. _____

AN ORDINANCE FOR THE CITY OF SCOTTSBLUFF, NEBRASKA, RELATING TO ZONING , AND REVISING §25-3-13, RELATING TO PRINCIPLE PERMITTED USES AND SPECIAL PERMIT USES, §25-5-2 RELATING TO PARKING REQUIREMENTS FOR RESIDENTIAL USES AND §25-7-38 RELATING TO OFF STREET PARKING REQUIREMENTS AND EXCEPTING CONDOMINIUM USES IN CENTRAL BUSINESS DISTRICT, REPEALING ALL PRIOR ORDINANCES AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Chapter 25, Article 3 of the Scottsbluff Municipal Code is amended by repealing the existing language and substituting the following language:

“25-3-13. C-1 Central Business District

Intent: The intent of a C-1 Central Business District Zone is a zone for the central business district permitting all types of business enterprises except manufacturing and other industries which are incompatible with a business district comprised primarily of retail sales and service businesses.

Principle Permitted Uses.

1. Accounting, auditing, bookkeeping services
2. Ambulance service
3. Amusement centers, indoor only
4. Animal clinic, indoor only
5. Arts & crafts studio
6. Auto storage and rental
7. Bakery or bakery goods store. The maximum gross floor area of a building permitted for this use is six thousand four hundred (6,400) square feet. Incidental, non-nuisance-producing processing, packaging, or fabricating is permitted if conducted entirely within a building.
8. Bank automated teller facilities, outdoor
9. Bank automated teller facilities, indoor
10. Bank & savings & loan
11. Barber, beauty shop
12. Book & stationary store
13. Bus depot
14. Business college, trade school
15. Automated or coin-operated car wash
16. Church
17. Cleaning, laundry agency
18. Clinic
19. Communication facilities including communication tower, such tower not to exceed one hundred fifty (150) feet in height. No guy wires, outrigging, or other supporting structures may extend beyond the foundation of the tower.
20. Community center (public)
- 20.5 Condominium with 3 or fewer apartments.
21. Confectionery stores
22. Convenience stores w/o dispensing gasoline
23. Convenience stores with dispensing gasoline
24. Convenience warehouse storage facilities
25. Day care center (child care center) or preschool
26. Delicatessen
27. Drive-thru photo facility
- 27.5 Dwelling unit-two (2) unit and multiple family within the confines of a building in which a business enterprise, retail sales or service business may be conducted.
28. Educational and charitable institutions
29. Educational and scientific research service
30. Florist
31. Food store, delicatessen

32. Furniture refinishing. The entire business must be conducted within a building.
33. Furniture/appliance store
34. Gift shop
35. Grocery store
36. Hardware store
37. Hospital
38. Hotel
39. Insurance agency/services
40. Jewelry store
41. Laboratory, medical, dental, optical
42. Laundromat, self-service
43. Library
44. Lodge or club
45. Marriage and family counseling
46. Mortuary
47. Motel
48. Municipal Uses
49. Nursery for children
50. Nursery for flowers/plants
51. Offices, professional and service
52. Parking lot, garage or facility
53. Pharmacy
54. Photographic studio
55. Printing & blueprinting
56. Professional membership organizations
57. Professional schools
58. Railroad station
59. Reducing/Suntanning
60. Restaurant, bar, tavern
61. Retail stores and services
62. Rooming/boarding house. Residential use is permitted above the ground floor and within the confines of a business building.
63. School
64. Service station-full service
65. Service station-mixed use
66. Service station -self service dispensing of gas only
67. Shoe store
68. Temporary medical housing
69. Theater, indoor
70. Tire shop, recapping
71. Tourist information booth
72. Upholstery Shops provided all work is completed inside the building.
73. Utility business offices
74. Warehousing facilities. Warehouse or storage facilities are permitted as the primary use on a lot or property only if a special permit is granted. A lot or property will not be eligible for consideration of the issuance of a special permit unless (1) the proposed facility will be located on a lot immediately adjoining (or directly across an alley from) a property with an allowed C-1 Zone use, (2) the proposed facility is necessary to and will be used as an accessory to the allowed use on the adjoining lot, and (3) both lots are under the same ownership.
75. Wholesale stores and distributors. The maximum gross floor area of a building permitted for this use is six thousand four hundred (6,400) square feet. Incidental, non-nuisance-producing processing, packaging, or fabricating is permitted if conducted entirely within a building.

Special Permit Uses.

1. Drive-thru (fast food) restaurant
2. Equipment rental and sales yard
3. Temporary building or contractor's storage and construction yard, incidental to the construction of a residential development or a real estate sales office to be used in marketing lots in a new subdivision, may be permitted if such a building or structure complies with all height and area requirements for the zone in which it is located.

4. Temporary building may be permitted if such building complies with all height and area requirements, and the use complies, except for the fact that the building is a temporary one.

Performance Standards.

1. Area & bulk regulations.

Use	Minimum Lot Size (sq ft.)	Minimum Lot Width (ft.)	Maximum Coverage (%)	Maximum # Dwelling Units	Front		Setbacks		Interior Side (sq ft.)	Floor Maximum Side Street Area (sq ft.)	Height
					(ft.)	(ft.)	Front	Rear			
Garage	none	none	-		C	A	B		PRTFA	70	
							5		12.5		

Minimum Lot Area / Dwelling Unit - no requirement
 PRTFA = Parking Ratio to Floor Area

- A. No minimum rear yard setback is required except for a lot abutting the side of a lot in either an R or OP Zone, in which case the minimum rear yard setback is fifteen (15) feet. If a public alley separates such lots, no rear yard is required.
 - B. No minimum interior side yard setback is required except for a lot in a C or M Zone whose side abuts the side of a lot in either an R or OP Zone, in which latter case the minimum interior side yard setback is five (5)feet. If a public alley separates such lots, no side yard is required.
 - C. The required minimum R Zone setback applies if the frontage between two (2) streets separates an R Zone and a C Zone. If all frontage between two (2) streets is in a C Zone no front setback is required.
2. Accessory building/garage; detached
 - A. A detached accessory building must be located at least ten (10) feet from the main building.
 - B. On an existing reversed corner lot, a detached accessory building or garage may project into the side yard nearest the rear lot line if it does not extend beyond the front yard setback of the main structure, and if entrance to the garage is from the side street the garage must be set back from the side street property line a distance of not less than twenty (20) feet.
 3. Accessory building, attached.
 - A. A building which if detached from the main building would constitute an accessory building may be connected to the main building by a breezeway or similar structure, and in such event shall meet all requirements for the main building.”

Section 2. Chapter 25, Article 5 of the Scottsbluff Municipal Code is amended by repealing the existing language and substituting the following language:

“25-5-2. Exceptions.

If the Planning Commission finds from evidence submitted to it that fewer parking stalls than this Article otherwise requires are needed for a lot or tract of land used for wholesale, warehousing, or manufacturing purposes, the Planning Commission may grant a permit to construct a facility that meets the actual need though less than generally required by this Article. No off-street parking spaces are required for dwelling units or residential uses in a Central Business District (C-1) zone.”

Section 3. Chapter 25, Article 7 of the Scottsbluff Municipal Code is amended by repealing the existing language and substituting the following language:

“25-7-38. Off-street parking.

Except for a residential condominium located in a Central Business (C-1) District, a condominium development site shall include, as a minimum the following off-street parking facilities:

- (1) two (2) parking spaces for each apartment. One of such spaces shall be a fully enclosed garage, which shall be located adjacent to the apartment being served. The minimum inside dimension of all parking spaces shall be ten (10) feet in width and twenty (20) feet in length,
- (2) no parking space or stall except a garage, and no driveway shall be closer than six (6) feet to any residential building, and
- (3) guest parking: one (1) parking space for each five (5) apartments. Guest parking shall be distributed throughout the condominium development site.

Such parking facilities shall meet, in addition, all of the requirements of sections 25-5-4 to 25-5-16. Parking on streets, drives or alleys shall not be used to satisfy any of the requirements of this section.”

Section 4. Previously existing Sections 25-3-13, 25-5-2, 25-7-38 and all other Ordinances and parts of Ordinances in conflict with this Ordinance, 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 5. 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 Scottsbluff, Nebraska

Monday, March 2, 2015

Regular Meeting

Item Resolut.1

Council to consider an Ordinance text change limiting the areas that may be subdivided without improvements (third reading).

Staff Contact: Annie Folck, City Planner

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 21, ARTICLE 1 OF THE SCOTTSBLUFF MUNICIPAL CODE IN DEALING WITH SUBDIVISIONS AND IMPROVEMENTS REQUIRED, AMENDING §21-1-21, §21-1-27, and §21-1-34, REPEALING ALL PRIOR SECTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Chapter 21, Article 1 of the Scottsbluff Municipal Code is amended by repealing the existing language and substituting the following language:

“21-1-21. Streets, alleys; conformance to Future Street Extensions map.

As to all matters not specified by ordinance, all streets and alleys shall conform to such Future Street Extensions map in the City’s Comprehensive Plan as the City Council may adopt.”

Section 2. Chapter 21, Article 1 of the Scottsbluff Municipal Code is amended by repealing the existing language and substituting the following language:

“21-1-27. Improvements; requirements; general.

Construction of all improvements required by this Article shall apply in every subdivision hereafter platted that is within the corporate limits of the City or is proposed to be annexed into the corporate limits of the City, and every existing street or alley of the City that abuts such subdivision. However, some, or all, of the improvements required by this Article may not be required in a subdivision hereafter platted if the applied for subdivision is located outside the City’s corporate limits but within two (2) miles thereof and is within a designated area as set forth in the City’s Comprehensive Plan. The City’s Comprehensive Plan will designate areas outside of the corporate limits of the City where applied for subdivisions may not be required to have some or all of the improvements required by this Article.

In any event, the improvements referred in this Article must be constructed in the subdivision in accordance with the requirements in this Article.

All improvements required by this Article 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 further, anything in the foregoing provisions of this section to the contrary notwithstanding, the requirements in this section are subject to the exceptions set forth in the City’s Comprehensive Plan, or stated in sections 21-1-28 to 21-1-30, inclusive, and section 21-1-40.

The applicant shall submit all construction documents representing “As-Constructed” conditions. Each drawing shall be stamped “As-Constructed” and shall be dated. Submit one (1) original mylar and two (2) copies of the black and white or blue and white prints. In addition, drawings shall be on 3½ inch diskette or CD ROM in AutoCAD format, latest version.”

Section 3. Chapter 21, Article 1 of the Scottsbluff Municipal Code is amended by repealing the existing language and substituting the following language:

“21-1-34. Same; completion of subgrade; improvement; paving stops.

Upon completion of the subgrade, the roadbed of every street and alley shall be improved, at a minimum, with the following material:

Street, Arterial: A subgrade investigation and pavement design report shall be required to determine an adequate pavement cross section. The cross-section shall consist of the recommended pavement cross-section or a minimum cross-section consisting of 5" Portland Cement Concrete (PCC) or, alternatively, a 4-inch stabilized base course with a 4-inch asphaltic concrete wear surface (placed in maximum 2-inch lifts).

Street, Collector: A subgrade investigation and pavement design report shall be required to determine an adequate pavement cross section. The cross-section shall consist of the recommended pavement cross-section or a minimum cross-section consisting of 5" Portland Cement Concrete

(PCC) or, alternatively, a 4-inch stabilized base course with a 4-inch asphaltic concrete wear surface (placed in maximum 2-inch lifts).

Street, Other: A subgrade investigation and pavement design report shall be required to determine an adequate pavement cross section. The cross-section shall consist of the recommended pavement cross-section or a minimum cross-section consisting of 5" Portland Cement Concrete (PCC) or, alternatively, a 4-inch stabilized base course with a 2-inch asphaltic concrete wear surface.

Provided, concrete paving stops, which shall be not less than five (5) inches in thickness and one hundred (100) feet in length, shall be constructed at all approaches of asphaltic concrete streets to intersections with arterial or collector streets. Concrete curb and gutter also shall be constructed on all streets referred to in this section.

Provided further, that the City Planner may waive the requirements of this section for areas outside of the Corporate City limits, but any waiver by the City Planner must be limited to those areas designated in the City's Comprehensive Plan as areas where the improvements described in this section are not required.

Section 4. Previously existing Sections 21-1-21, 21-1-27, 21-1-34 and all other ordinances and parts of ordinances in conflict herewith are repealed. Provided, however, this Ordinance shall not be construed to effect 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 5. This Ordinance shall become effective upon its passage, approval and publication as provided by law.

PASSED AND APPROVED on _____, 2015.

Attest:

Mayor

City Clerk (Seal)

Approved as to form:

Deputy City Attorney

City of Scottsbluff, Nebraska

Monday, March 2, 2015

Regular Meeting

Item Resolut.2

Council to consider a Resolution adopting a map showing allowable areas for large lot development into the Comprehensive Plan.

Staff Contact: Annie Folck, City Planner

Agenda Statement

Item No.

For meeting of: March 2, 2015

AGENDA TITLE: Council to consider adopting a map showing allowable areas for large lot development into the Comprehensive Plan

SUBMITTED BY DEPARTMENT/ORGANIZATION: Planning and Zoning

PRESENTATION BY:

SUMMARY EXPLANATION: The proposed code changes refer to a map in the Comprehensive Plan that would outline areas where subdivision could occur without extending utilities or paving streets. This is the map that would be adopted into the Comprehensive Plan to outline these areas. It is based on engineering recommendations and can be updated as needed. The first draft of this map was first shown to the Planning Commission in January and was shown to Council at the February 2nd meeting. After a member of the public requested more time for public input, Council directed staff to take comments from the public for the next month and make any necessary changes. After receiving input from a few members of the public, and after looking more closely at wellhead protection issues, a few changes were made. The amended map is attached.

BOARD/COMMISSION RECOMMENDATION: The Planning Commission recommended adoption of this map into the Comprehensive Plan (see attached minutes).

STAFF RECOMMENDATION: Staff recommends adoption of this map into the Comprehensive Plan.

EXHIBITS

Resolution Ordinance Contract Minutes Plan/Map

Other (specify) _____

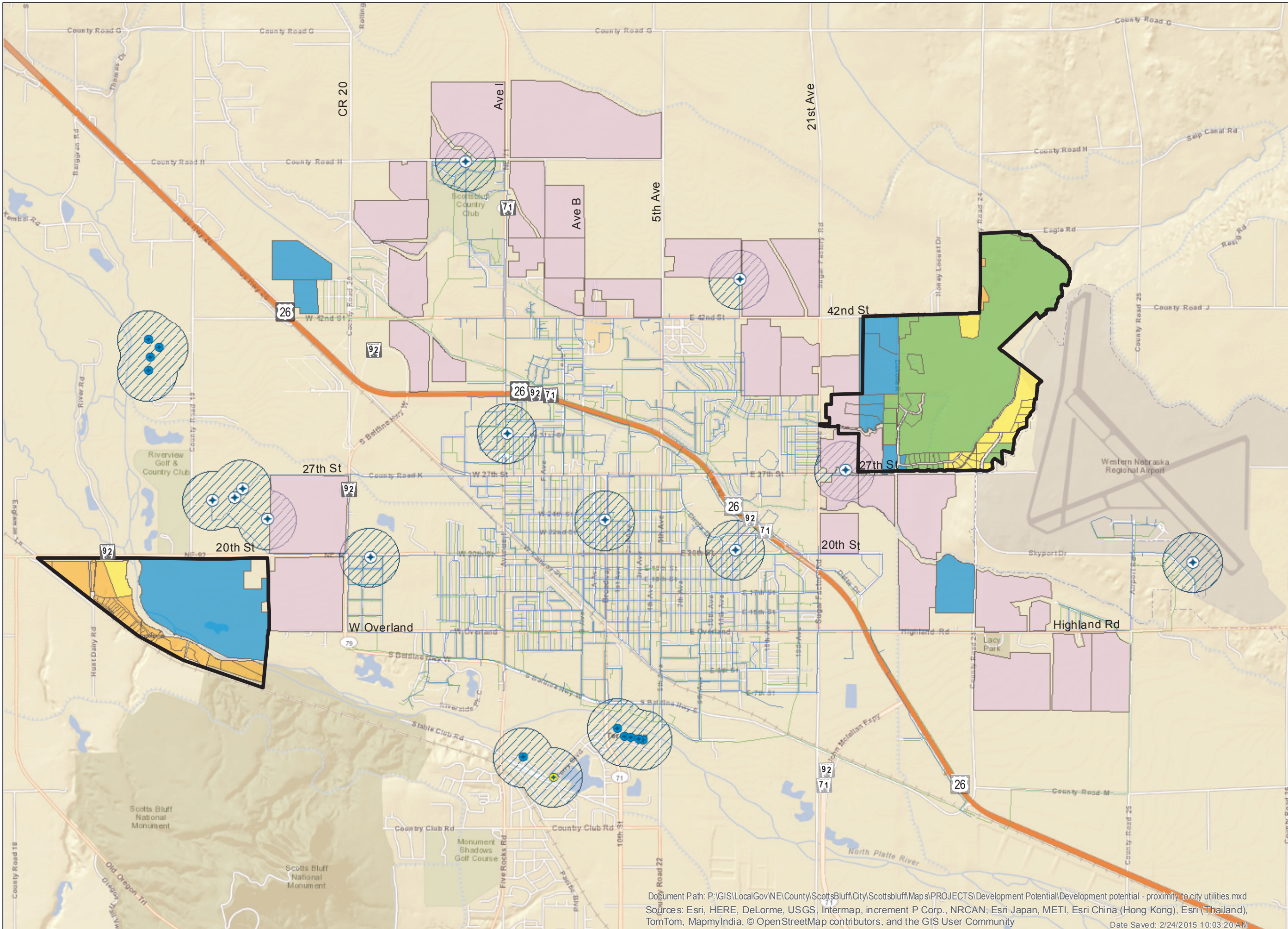
NOTIFICATION LIST: Yes No Further Instructions

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

Areas in which requirement for Water, Sewer, and Paving Improvements may be waived (Future R1-B)

City of Scottsbluff, NE



- Future R-1B — Areas for Development (R1-B: Rural Residential Estate)**
- Airport Boundary
- Scottsbluff Active Municipal Well
- Gering or Terrytown Active Municipal Well
- Emergency-Only Well
- Wellhead Protection Area (within 1000' of municipal well)**
- Water Main
- Wastewater Line
- Proximity to Water & Sewer Utilities**
- Combined distance from existing utilities**
- 0 - 2,500'
- 2,501 - 5,000'
- 5,001 - 7,500'
- 7,501 - 12,500'
- 12,501 - 25,000'

1 inch = 3,000 feet



818 South Beltline Hwy East
Scottsbluff, Nebraska 69361

Document Path: P:\GIS\LocalGov\NE\County\ScottsBluff\City\Scottsbluff\Maps\PROJECTS\Development Potential\Development potential - proximity to city utilities.mxd
Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community
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RESOLUTION 15-_____

WHEREAS, Chapter 21, Article 1 of the Scottsbluff Municipal Code requires certain improvements to be constructed within subdivisions that are proposed or when an application for approval of the subdivision has been submitted to the City of Scottsbluff (“City”).

WHEREAS, §21-1-27 of the Scottsbluff Municipal Code states the Comprehensive Plan will have a map which designates areas outside of the City’s corporate limits where some or all of the improvements required for a subdivision to be approved are not be applicable;

WHEREAS, the map attached to and part of the Comprehensive Plan has now been completed and is submitted for the City Council’s approval.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Scottsbluff, Nebraska that the map, marked as Exhibit A, attached hereto and incorporated by this reference shall become a part of the City’s Comprehensive Plan, is now approved. The map of the designates areas, within the City’s Comprehensive Plan and extra territorial zoning jurisdiction, where some or all improvements under Chapter 21, Article 1 of the Scottsbluff Municipal Code may not be required before approval of an application for subdivision is granted by the Planning and Development Department for the City and the City Council for the City of Scottsbluff, Nebraska.

PASSED AND APPROVED this ____ day of _____, 2015.

Mayor

ATTEST:

City Clerk (Seal)

Planning Commission Minutes
Regular Scheduled Meeting
January 12, 2015
Scottsbluff, Nebraska

The Planning Commission of the City of Scottsbluff, Nebraska met in a regular scheduled meeting on Monday, January 12, 2015, 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 January 3, 2015. The notice stated the date, hour and place of the meeting, that the meeting would be open to the public, that anyone with a disability desiring reasonable accommodation to attend the Planning Commission meeting should contact the Development Services Department, and that an agenda of the meeting kept continuously current was available for public inspection at Development Services Department office; provided, the City Planning Commission could modify the agenda at the meeting if the business was determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been delivered to each Planning Commission member. An agenda kept continuously current was available for public inspection at the office of the Development Services Department at all times from publication to the time of the meeting.

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

ITEM 2: Vice Chairman Aguallo informed all those present of the Nebraska Open Meetings Act and that a copy of such is posted on bookcase 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 December 8, 2014 were reviewed and approved. A motion was made to accept the minutes by Weber, and seconded by Westphal. "YEAS": Westphal, Zitterkopf, Weber, Chadwick, and Aguallo. "NAYS": None. ABSTAIN: None. ABSENT: Gompert, Wayman, Huber and Estrada. Motion carried.

NOTE: Becky Estrada arrived at 6:10 p.m. and took over as Chairman.

ITEM 7A: The Planning Commission opened a public hearing for proposed ordinance text changes in Chapter 21 of the City's Subdivision code. Annie Folck, City Planner, addressed the Planning Commission and outlined the proposed changes to the code. The proposed changes are as follows:

Section 21-1-21 - Current code refers to "Master Street plan," which does not currently exist. *Changed to refer to Future Street Extensions map which already exists in our Comp plan.*

Section 21-1-27 - Current code states that areas outside of City Limits but within Extraterritorial Zoning Jurisdiction are required to make improvements when subdivided. *Changed to state that areas within designated areas set forth in the Comp plan may not be required to make improvements when subdivided.* This will accommodate the desire for large lots with individual

50 wells and septic systems while ensuring that they are not placed in areas which will cut off future
51 growth for the City.

52 **Section 21-1-34** - Current code states that the City Planner may waive the requirement for
53 paving. *Changed to state that the planner may only do so in areas that are designated within the*
54 *Comp plan.* This keeps this section of code consistent with the changes in section 21-1-27
55

56 Annie Folck also discussed a map which will go along with these text changes. The map will show the
57 areas in town which will allow for large lot development in the City's extra territorial areas. Three areas
58 shown on the map one is east of 28th Avenue between 27th and 42nd Street to the airport line. Second one
59 is west of County Road 19 and between Riverview Golf course and Highway 26. The other area
60 identified is half a mile west of Highway 71 and north of Highway 92. This map is not set in stone and
61 changes can be made as we update our comprehensive development plan.
62

63 The map will be adopted into the Comprehensive development plan which outlines the areas in which
64 engineering consultants believe large residential lots could be allowed to develop without impeding
65 future growth for the City. Along with the code changes in Chapter 21 of the City Subdivision code.
66

67 Discussion regarding what other cities require for large lot development, other cities require that dry
68 infrastructure be put in place along with well and septic fields for this type of development. The City's
69 new economic development plan may have ways that the City can possibly extend infrastructure in the
70 future with trunk lines.
71

72 **Conclusion:** A motion was made by Weber and seconded by Westphal to approve the proposed text
73 changes to Chapter 21, Article 1 of the Scottsbluff municipal code dealing with subdivisions and
74 improvements required, amending 21-1-21, 21-1-27, and 21-1-34 of the subdivision code. **"YEAS":**
75 Weber, Chadwick, Zitterkopf, Aguallo, Westphal, and Estrada. **"NAYS":** None. **ABSTAIN:** None.
76 **ABSENT:** Gompert, Wayman, and Huber. Motion carried.
77

78 **ITEM 7B:** The Planning Commission opened a public hearing for a map amendment addition to the
79 comprehensive development plan. This map will work with the language in the above stated ordinance
80 changes regarding large lot development in the City's extra territorial area.
81

82 **Conclusion:** A motion was made by Weber and seconded by Westphal to make a positive
83 recommendation to City Council to approve the amendment map addition to the comprehensive
84 development plan for areas to allow large lot development in the City's extra territorial jurisdiction.
85 **"YEAS":** Weber, Chadwick, Zitterkopf, Aguallo, Westphal, and Estrada. **"NAYS":** None. **ABSTAIN:**
86 None. **ABSENT:** Gompert, Wayman, and Huber. Motion carried.
87

88 **ITEM 7C.** The Planning Commission opened a public hearing for the 2015 One and Six Year Street
89 Plan. Mark Bohl, Director of Public Works, addressed the Commission. The projects that are listed
90 include work that is being projected for this construction season as well as other street improvement
91 projects that go out to the next six years. Number one on the list this year is 12th Avenue and
92 Wintercreek Drive in the Reganis Subdivision these should be done by the end of this year. Number two
93 is to install left turn lanes on 27th St. and 2nd Ave. Number three through eight are in the Five Oaks
94 Subdivision and include extending Five Oaks Drive to the west 140' Pine Circle; the others projects are
95 streets that were approved last year with the Revised Five Oaks preliminary plat.
96

97 **Conclusion:** A motion was made by Aguallo and seconded by Zitterkopf to make a positive
98 recommendation to City Council to approve the 2015 One and Six Year Street Plan **"YEAS":** Weber,

99 Chadwick, Zitterkopf, Aguallo, Westphal, and Estrada. "NAYS": None. ABSTAIN: None. ABSENT:
100 Gompert, Wayman, and Huber. Motion carried.

101
102 **7D:** The Planning Commission opened a public hearing regarding City parking lots. The Business
103 Improvement Board met on November 19, 2014 and recommended that two parking lots be sold. The
104 BID Board discussed and made recommendations on Parking lot # 2 which is located on the northwest
105 corner of 2nd Avenue and 17th Street; it is not included in the Business Improvement District. Valley
106 Bank is to the east and a law firm is north of the parking lot, the City has been maintaining this lot
107 without funds from the BID, the lot is mostly used by the two businesses. This parking lot is in need of
108 repairs estimated at \$40,000; this does not include routine maintenance. The other parking lot
109 recommended for sale is Parking lot # 15 which is located north of 19th Street and east of Avenue A, this
110 lot was previously a residential lot which had the home removed and relocated through CDBG, and the
111 City then converted the lot into a parking lot. The lot is 50' wide and has sidewalk areas on each side of
112 the lot making it difficult for larger vehicles to park. It also has two brick walls with areas for plants;
113 these were originally planted with shrubs but the plants have not been maintained. This parking lot is
114 used by a few businesses that front Broadway, and the apartment building to the south. A suggestion
115 was made that possibly the apartment owner may be interested in buying for private use or maybe the
116 two businesses to the north and south would be interested in this lot.

117
118 **Conclusion:** A motion was made by Westphal and seconded by Zitterkopf to make a positive
119 recommendation to City Council to sell Parking lots # 2 and # 15. "YEAS": Weber, Chadwick,
120 Zitterkopf, Aguallo, Westphal, and Estrada. "NAYS": None. ABSTAIN: None. ABSENT: Gompert,
121 Wayman, and Huber. Motion carried.

122
123 **7E:** The Planning Commission discussed updating areas in the zoning and subdivision codes regarding
124 addition of language and requirements for Doggie Daycare and allowing for Condominiums in the C-1
125 Central Business District (Broadway) would also change the number from four units to one to four units.
126 These changes will be brought to the Planning Commission at a later meeting.

127
128 Staff also reminded the Commission about the annual NPZA/APA conference which will be held on
129 March 11, 12, and 13th this year. The conference will be held in Kearney, all Commissioners are eligible
130 for scholarships. If anyone is interested let Annie U.

131
132 **ITEM 8. Unfinished Business:** Discussed attendance requirements for the Planning Commission
133 members we would like to have each Planning Commissioner attend at least 75% of the meetings. We
134 will review rules and regulations and if necessary draft language to add to them. We want to make sure
135 we have a quorum for our meeting and that the members are aware of what is discussed and approved at
136 previous meeting.

137
138 There being no further business, a motion to adjourn was made by Weber and seconded by Westphal.
139 The meeting was adjourned at 7:45 p.m. "YEAS": Gompert, Wayman, Weber, Westphal, Chadwick,
140 Zitterkopf, Aguallo, and Estrada. "NAYS": None. ABSTAIN: None. ABSENT: Huber. Motion
141 carried.

142
143
144
145 _____
Becky Estrada, Chairperson

146
147 Attest: _____
148 Annie Urdiales

City of Scottsbluff, Nebraska

Monday, March 2, 2015

Regular Meeting

Item Bids1

Council to approve the Agreement with Baker and Associates for engineering services for Paving District 311.

Staff Contact: Annie Urdiales, Planning Administrator

Agenda Statement

Item No.

For meeting of: March 2, 2015

AGENDA TITLE: Approve agreement with Baker and Associates for Engineering Services for Paving District No. 311 – Five Oaks Subdivision.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Development Services Department

PRESENTATION BY: Rick Kuckkahn

SUMMARY EXPLANATION: Agreement with Baker & Associates for paving district # 311 for the creation of streets in the Five Oaks Subdivision. The district includes construction of Five Oaks Drive beginning at the intersection of 36th Street and Five Oaks Drive and continuing north on Five Oaks Drive to 100' past 38th Street, the paving district will also include extending Sagebrush Drive to Five Oaks Drive, as well as 140' to start the new street Pine Circle.

BOARD/COMMISSION RECOMMENDATION: N/A

STAFF RECOMMENDATION: Staff recommends Council approve the Agreement with Baker and Associates for Engineering Services for Paving District # 311.

EXHIBITS

Resolution Ordinance Contract/Agreement Minutes Plan/Map

Other (specify) _____

NOTIFICATION LIST: Yes No Further Instructions

Jack Baker, Baker & Associates, 120 E 16th Street, Scottsbluff, NE

APPROVAL FOR SUBMITTAL: _____
City Manager

February 24, 2015

Mr. Rick Kuckkahn
City of Scottsbluff
1115 13th Avenue
Sidney, Nebraska 69162

RE: Five Oaks Subdivision – SID 311.

Dear Rick:

With regard to the Street Improvement District No. 311, for the Five Oaks Subdivision to the City of Scottsbluff, Scotts Bluff County, Nebraska, Baker & Associates respectively submits the following for your consideration:

Project History:

Five Oaks Subdivision is a subdivision in the City of Scottsbluff, Scotts Bluff County Nebraska, located just to the north of the Scotts Bluff Drain, to the west of U.S. Highway 71 and south of 42nd Street. The Phase I platting of the Development began 2005, at that time the original infrastructure was been installed. The developer has decided to proceed with the expanding the development and has petitioned the City of Scottsbluff, Nebraska to create the following infrastructure improvement districts:

Street Improvement District No. 311 – Five Oaks Drive

At the City of Scottsbluff Council meeting, on May 19, 2014, Baker & Associates, Inc. was named as the special engineer for these infrastructure improvement projects.

Project Scope:

Street Improvement District No. 311 – Five Oaks Drive:

This project will consist of preparing the plans and specifications for the purpose of soliciting bid for the construction of Street Improvement District No. 311 and the necessary construction observation. The construction for this project will consist of the grading, subgrade preparation, installation of 2” granular base course, installation of 30” PCC concrete curb and gutter and installation of 6” of concrete paving for a 32’ to 34’ wide streets as measured from back to back of curb.

Storm water drainage will be addressed as part of the design of the street. This will include working with developer and adjoining land owners to meet the City of Scottsbluff storm water drainage requirements. The storm water drainage will be in compliance with the drainage report prepared for the Five Oak Addition and previously approved by the City of Scottsbluff.

Baker & Associates will complete the necessary drawings and specifications to complete the project as well as construction and post construction activities. Baker & Associates will prepare the plans and specifications and assist in the solicitation of bid. Upon opening the bid we will make a recommendation as to the award of the bid.

Construction activities will include construction staking in accordance with our standard specifications (Section 01050 – Attached for reference), observation and materials testing, including sampling concrete and if necessary density testing on the sub-grade. Services will also include contract administration including shop drawing review, pay estimate review and processing, questions and coordination with the contractor during construction, and processing the standard contract paperwork.

Post construction services will include the preparation of the assessment for the assessment district as well as providing contract documents, project closeout, and record drawings.

Items Not Included:

This agreement does not include the completion of a soils report. In the event that a soils investigation is deemed necessary by the OWNER and ENGINEER this agreement shall be amended in accordance the Amendment of Agreement section of this contract.

Scheduling:

The above described plans and specifications have been completed and the project has been let for bid and a contractor is under contract to complete the work. Construction of this project is anticipated to begin by April 1, 2015, weather dependent. In the event that Baker & Associates, Inc. is obstructed or delayed in the completion of said services by any act of the Client, or the Client's agents or by any act beyond the control of Baker & Associates, Inc. including, but not limited to, inclement weather, illness, strikes, or delay created within or by approving agencies, then the time herein fixed for the completion of the services shall be extended for a period of time equivalent of the time lost by reason of any or all of the aforementioned causes.

Method of Payment:

Compensation paid to Baker & Associates, Inc. for services described in this agreement shall be as follows:

Street Improvement District No. 311 – Five Oaks Drive:

Design and Bidding Phase:

For the design and bidding phase as listed above, Baker & Associates, Inc. shall be compensated a hourly basis plus expenses in accordance with the attached rate schedule an amount not to exceed \$6,000 (Six Thousand dollars).

Construction Services:

For construction services, Baker & Associates, Inc. shall be compensated on an hourly basis plus expenses in accordance with the attached rate schedule an amount not to exceed \$6,000 (Six Thousand dollars).

Post Construction Services:


For post construction services include record drawings, final costs for assessments and project closeout Baker & Associates, Inc. shall be compensated on an hourly basis plus expenses in accordance with the attached rate schedule an amount not to exceed \$2,000 (Two Thousand dollars).

Amendment of Agreement:

This Agreement may be amended only in writing signed by the Client and Baker & Associates, Inc.

If the foregoing Agreement and the attached Terms and Conditions are acceptable, please acknowledge by signing below and returning one copy to our office. This Agreement is null and void unless executed by the client and returned to Baker & Associates, Inc. within thirty (30) days. Work will begin on either of the sites upon receipt of written instruction to commence by Baker & Associates, Inc.

Respectfully submitted,
Baker & Associates, Inc.

By: 

Jack W. Baker, P.E.

The above proposal is accepted by the City of Scottsbluff, Nebraska (Client).

BY: _____ DATE: _____
City of Scottsbluff

ATTEST: _____ DATE: _____

Terms and Conditions

Baker & Associates, Inc., a Nebraska corporation, shall perform the services outlined in this agreement for the stated fee arrangement.

Access To Site:

Unless otherwise stated, Baker & Associates, Inc. will have access to the site for activities necessary for the performance of the services. Baker & Associates, Inc. will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Dispute Resolution:

Any claims or disputes made during the performance of services outlined in this agreement between the Client and Baker & Associates, Inc. shall be submitted to non-binding mediation. Client and Baker & Associates, Inc. agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, supplies and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Billing/Payments:

Invoices for Baker & Associates, Inc.'s services shall be submitted, at the Baker & Associates, Inc.'s option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, Baker & Associates, Inc. may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payments:

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after the billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification:

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless Baker & Associates, Inc., his or her officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance (by any of the parties above named) of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of Baker & Associates, Inc.

Certifications, Guarantees and Warranties:

Baker & Associates, Inc. shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence Baker & Associates, Inc. cannot ascertain.

Limitation of Liability:

In recognition of the relative risks, rewards and benefits of the project to both the Client and Baker & Associates, Inc., the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, Baker & Associates, Inc.'s total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed \$200,000. Such causes include, but are not limited to, Baker & Associates, Inc.'s negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Initial here: _____ (Baker & Associates, Inc.) _____ (Client).

Termination of Services:

This agreement may be terminated by the Client or Baker & Associates, Inc. should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay Baker & Associates, Inc. for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Documents:

All documents produced by Baker & Associates, Inc. under this agreement shall remain the property of Baker & Associates, Inc. as instruments of service and may not be used by the Client for any other endeavor without the written consent of Baker & Associates, Inc. Baker & Associates, Inc. shall retain all common law, statutory and other reserved rights, including the copyright thereto. Final documents shall be the hard or paper document that is signed and sealed by the Engineer. Electronic media shall not be provided, unless specifically agreed to in the Scope of Services.

Applicable Law:

Unless otherwise specified, this Agreement shall be governed by the laws of the State of Nebraska.

RATE SCHEDULE
for
PROFESSIONAL SERVICES

EFFECTIVE JANUARY 1, 2014

	HOURLY RATE
Principal.....	\$140.00
Architect.....	\$135.00
Professional Level 1	\$128.00
Professional Level 2	\$123.00
Professional Level 3	\$115.00
Professional Level 4	\$108.00
Professional Level 5	\$98.00
Technician Level 1	\$95.00
Technician Level 2	\$88.00
Technician Level 3	\$78.00
Technician Level 4	\$70.00
Technician Level 5	\$45.00
Survey Crew (2 – Man)	\$165.00
Surveyor Level 1	\$130.00*
Surveyor Level 2	\$105.00
Surveyor Level 3	\$80.00
Surveyor Level 4	\$62.00
Surveyor Level 5	\$45.00
Clerical Level 1	\$50.00
Nuclear Density Gauge.....	\$115.00/day
Concrete Cylinder Testing.....	\$15/Cylinder
Subcontracted Services	
Provided by Others	1.15 X Actual Cost
Miscellaneous Expenses	
(printing, phone, ATV, etc.)	1.10 X Actual Cost
Mileage	\$ 0.55/Mile
Lodging, Subsistence.....	Actual Cost

* Includes Survey Equipment Costs

SECTION 01050 CONSTRUCTION SURVEY WORK:

PART 1 Construction Staking:

The Engineer will provide control points and project benchmark(s) for the project. A minimum of two control points will be provided with a project benchmark, plus an additional point and benchmark for each additional 10 acres of site. It shall be the Contractor's responsibility to maintain all stakes and reference elevations and replacement of stakes shall be at the Contractor's expense. The Engineer will not provide any "bluetop" staking for the project and additional staking required beyond the scope provided below will be the Contractor's cost, reimbursed to the Engineer. The Engineer will provide the following staking for the project with reasonable offsets as requested by the Contractor:

- 1.1 Street Construction: Back of curb at 50-foot intervals, radius points, driveways, alleys, and grade changes.
- 1.2 Pathway/Sidewalk Construction: Centerline of pavement at 50-foot intervals, radius points, and driveways.
- 1.3 Fencing: All corners, gates and at 200-foot intervals.
- 1.4 Water Line Construction: Centerline of pipeline at 100-foot intervals, bends, fittings, fire hydrants, and proposed service lines.
- 1.5 Sanitary Sewer Construction: Centerline of pipeline at 100-foot intervals, manholes, cleanouts, and proposed service lines.
- 1.6 Stormwater Construction: Centerline of pipeline at 100-foot intervals, manholes, inlets, headwalls, and flared end sections.
- 1.7 Site Grading: Rough stakes at 200-foot grid and/or major features, final grading at 100-foot grid and/or major features.
- 1.8 Building: Exterior corners will be set for new buildings. No additional stakes will be provided for building additions.

PART 2 Staking Review:

The Contractor is responsible for checking stakes for accuracy and verifying grades of pipe, pavement, grading, and building dimensions independently from staking. The Contractor shall make no claim against the Owner or Engineer regarding the alleged inaccuracy of construction stakes set by the

Engineer unless all survey stakes set by the Engineer are maintained intact and can be verified as to their origin. If staking is not intact or cannot be verified as to the origin, any and all remedial work to correct improper construction shall be done at the sole expense of the Contractor.

PART 3 Notification:

The Contractor shall notify the Engineer at least three (3) working days in advance of his intention to construct any specific portion of the work, to allow the Engineer time to stake that portion of work.

END OF SECTION

SECTION 01060 REGULATORY REQUIREMENTS:

PART 1 GENERAL:

It shall be the Contractor's responsibility to familiarize himself/herself with the regulatory requirements with regard to the location of the project and the type of work to be performed under the Contract.

PART 2 SAFETY:

All regulations pertaining to safety, to include Occupational Safety & Health Association (OSHA) Standards, shall be strictly adhered to by the Contractor. Particular care shall be exercised in connection with the operation of vehicles and other equipment on the site. Safety barriers and equipment shall be provided by the Contractor as required.

PART 3 PERMITS:

It shall be the Contractor's responsibility to obtain all necessary permits as required by State and Local codes to perform the work required as part of this Contract.

City of Scottsbluff, Nebraska

Monday, March 2, 2015

Regular Meeting

Item Bids2

Council to award the bid to Infinity Construction for Paving District 311 in the amount of \$265,280.00.

Staff Contact: Rick Kuckkahn, City Manager

Agenda Statement

Item No.

For meeting of: March 2, 2015

AGENDA TITLE: Approve contract and agreement for Paving District No. 311 – Five Oaks Subdivision.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Development Services Department

PRESENTATION BY: Rick Kuckkahn

SUMMARY EXPLANATION: City Council passed and adopted Paving District No. 311 for the creation of streets in the Five Oaks Subdivision at their meeting on May 19th 2014. The bids were received in June 27, 2014 and were over the Engineer's Estimate of \$298,237. The Engineer was able to negotiate and get a bid below their estimate in the amount of \$265,280 from Infinity Construction. The City received no grievances during the remonstrance period of the creation of the district. The Developers hope to begin construction in March or April of this year.

The paving district will include Five Oaks Drive beginning at the intersection of 36th Street and Five Oaks Drive and continuing north on Five Oaks Drive to 100' past 38th Street. The Paving district will also include extending Sagebrush Drive to Five Oaks Drive, as well as 140' to start the new street Pine Circle.

BOARD/COMMISSION RECOMMENDATION: N/A

STAFF RECOMMENDATION: Staff recommends Council approve the contract and agreement for Paving District # 311 – Five Oaks Drive.

EXHIBITS

Resolution Ordinance Contract Minutes Plan/Map

Other (specify) _____

NOTIFICATION LIST: Yes No Further Instructions

Jack Baker, Baker & Associates, 120 E 16th Street, Scottsbluff, NE

APPROVAL FOR SUBMITTAL: _____

City Manager



To: Baker & Associates, Inc.

July 30, 2014

Re: Five Oaks SID #311

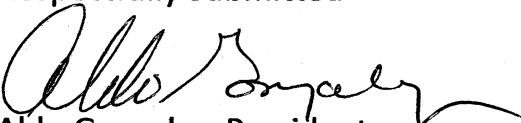
Attn: Mr. Jack Baker

Mr. Baker,

I am submitting the Bid Item Sheets for the Scottsbluff SID #311 – Five Oaks Paving. As for scheduling of this project, we would consider completing this Job in the Fall of this year, 2014 if our work load and weather allow us to. The prices that we quoted would be extended to next Spring should we have to wait till then.

Also before moving forward with this project, we will provide the Construction Bonds as required. Thank-you for the opportunity to quote this Paving Project, we look forward to hearing from you.

Respectfully Submitted


Aldo Gonzalez, President

Schedule A - Street Paving

A-1 Including bonding, labor, materials, equipment, and incidentals necessary to mobilize equipment to and from the site, as specified, for the following lump sum price:

Item Description	Quantity	Unit	Unit Price (Words)	Unit Price (Figures)	Total
Mobilization	1	LS	<u>Sixteen Thousand & 00</u>	<u>16,000.00</u>	<u>16,000.00</u>

A-2 Including furnishing and handling all materials, equipment, labor, and incidentals necessary for the installation of 6" PCC pavement, as specified, for the following unit price per square yard:

Item Description	Quantity	Unit	Unit Price (Words)	Unit Price (Figures)	Total
Pavement - 6" PCC	4301	SY	<u>Thirty Four & 00</u>	<u>34.00</u>	<u>146,234.00</u>

A-3 Including furnishing and handling all materials, equipment, labor, and incidentals necessary for installation of 30" concrete curb and gutter, as specified, for the following unit price per lineal foot:

Item Description	Quantity	Unit	Unit Price (Words)	Unit Price (Figures)	Total
Curb & Gutter - 30" PCC	2487	LF	<u>Fourteen & 00</u>	<u>14.00</u>	<u>34,818.00</u>

A-4 Including furnishing and handling all materials, equipment, labor, and incidentals necessary for grading the site to the elevations necessary for installation of the paving surface and subgrade preparation, as specified, for the following unit price per square yard:

Item Description	Quantity	Unit	Unit Price (Words)	Unit Price (Figures)	Total
Grading & Subgrade Preparation	5043	SY	<u>Three & 00</u>	<u>3.00</u>	<u>15,129.00</u>

A-5 Including furnishing and handling all materials, equipment, labor, and incidentals necessary for installation of 6" PCC Cross Pans, as specified, for the following unit price per square yard:

Item Description	Quantity	Unit	Unit Price (Words)	Unit Price (Figures)	Total
Cross Pans - 6" PCC	43	SY	<u>Fifty & 00</u>	<u>50.00</u>	<u>2,150.00</u>

A-6 Including furnishing and handling all materials, equipment, labor, and incidentals necessary for installation of 2" base course, as specified, for the following unit price per square yard:

Item Description	Quantity	Unit	Unit Price (Words)	Unit Price (Figures)	Total
Base Course - 2"	5043	SY	<u>Three & 00</u>	<u>3.00</u>	<u>15,129.00</u>

A-7 Including all labor, materials, equipment, and incidentals necessary for the construction and installation of 6" PCC Curb Returns with handicap ramps, as specified, for the following unit price per each:

Item Description	Quantity	Unit	Unit Price (Words)	Unit Price (Figures)	Total
Curb Returns - 6" PCC	6	EA	<u>Two Thousand & 00</u>	<u>2,000.00</u>	<u>12,000.00</u>

Total Schedule A

\$ 241,460.00

Schedule B - Storm Sewer

B-1 Including furnishing and handling all materials, equipment, labor, and incidentals necessary for installation of 18" HDPE Storm Sewer, as specified, for the following unit price per lineal foot:

Item Description	Quantity	Unit	Unit Price (Words)	Unit Price (Figures)	Total
Storm Sewer - 18" HDPE	37	LF	<u>Sixty & 00</u>	<u>60.00</u>	<u>2,220.00</u>

B-2 Including furnishing and handling all materials, equipment, labor, and incidentals necessary for the installation of storm sewer curb inlets, as specified, for the following unit price per each:

Item Description	Quantity	Unit	Unit Price (Words)	Unit Price (Figures)	Total
Storm Sewer - Curb Inlet	2	EA	<u>One Thousand Eight Hundred & 00</u>	<u>1,800.00</u>	<u>3,600.00</u>

B-3 Including furnishing and handling all materials, equipment, labor, and incidentals necessary for excavation and embankment including grading, compaction and watering, and stripping of existing site, as specified, for the following unit price per cubic yard:

Item Description	Quantity	Unit	Unit Price (Words)	Unit Price (Figures)	Total
Earthwork, Unclassified	3000	CY	<u>Six & 00</u>	<u>6.00</u>	<u>18,000.00</u>

Total Schedule B

\$ 23,820.00

BID SUMMARY

TOTAL SCHEDULE A	A-1	to	A-7	\$ <u>241,460.00</u>
TOTAL SCHEDULE B	B-1	to	B-3	\$ <u>23,820.00</u>
TOTAL BID				\$ <u>265,280.00</u>

FIRM NAME Infinity Construction, Inc.

BY Aldo Gonzalez TITLE President

BIDDER LEGAL STATUS Corporation

STATE OF INCORPORATION Nebraska

FIRM'S ADDRESS P.O. Box 2453 / 522 5th Ave

Scottsbluff, Nebraska 69361

PHONE 308-632-3800

Dated this 30th day of July, 2014.

ATTEST: Pat Dumphrey
Aldo Gonzalez (Seal if Bid is by a Corporation)

Note:
Security companies executing bonds must be on the Treasury Department's most current list (Circular 570 as amended) and they must be authorized to transact business in the state in which the work is to be performed.

City of Scottsbluff, Nebraska
Monday, March 2, 2015
Regular Meeting

Item Bids3

Council to consider awarding the bid to Infinity Construction for Water District No. 105 in the amount of \$58,870.00.

Staff Contact: Mark Bohl, Public Works Director



HUB-Zone certified firm

February 25, 2015

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

RE: City of Scottsbluff Water District No. 105 – Block 2 Reganis Subdivision and Block 1A Scotts Bluff
County College Tract, Scottsbluff Nebraska

Dear Mayor and City Council:

Bids were received and opened at 2:00 p.m. on February 24th, 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>
Infinity Construction, Inc.	\$58,870.00
Midwest Underground Inc.	\$69,495.00

The Engineer's Estimate was \$86,260.00

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

Sincerely,

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

Clayton Neilsen, P.E.



BID TABULATION SHEET

Engineer's Estimate \$86,260.00

BIDDERS			Infinity Construction, Inc. P.O. Box 2453 Scottsbluff, NE 69363		Midwest Underground, Inc. 5320 N 148th Street Lincoln, NE 68527			
1	1 Lump Sum	Mobilization	\$2,320.00	\$2,320.00	\$5,025.00	\$5,025.00		
2	1,000 Lin.Ft.	8" PVC Waterline	\$23.60	\$23,600.00	\$27.45	\$27,450.00		
3	120 Lin.Ft.	6" PVC Waterline	\$25.00	\$3,000.00	\$20.25	\$2,430.00		
4	2 Each	8" Water Valve and Valve Box	\$1,600.00	\$3,200.00	\$1,570.00	\$3,140.00		
5	2 Each	Fire Hydrant w/Auxiliary Valve & Valve Box	\$3,600.00	\$7,200.00	\$4,545.00	\$9,090.00		
6	1 Each	Remove & Reset Fire Hydrant w/New Auxiliary Valve & Valve Box	\$1,700.00	\$1,700.00	\$1,985.00	\$1,985.00		
7	1 Each	3" Service Connection	\$740.00	\$740.00	\$800.00	\$800.00		
8	2 Each	2" Service Connection	\$580.00	\$1,160.00	\$1,295.00	\$2,590.00		
9	7 Each	1" Service Connection	\$400.00	\$2,800.00	\$790.00	\$5,530.00		
10	30 Lin.Ft.	3" Service Line	\$28.00	\$840.00	\$47.50	\$1,425.00		
11	50 Lin.Ft.	2" Service Line	\$25.00	\$1,250.00	\$13.50	\$675.00		
12	280 Lin.Ft.	1" Service Line	\$14.00	\$3,920.00	\$11.50	\$3,220.00		
13	1,800 Lbs	Fittings	\$3.30	\$5,940.00	\$3.00	\$5,400.00		
14	30 Each	Ball Locator	\$40.00	\$1,200.00	\$24.50	\$735.00		
TOTAL ITEMS 1-14			\$58,870.00		\$69,495.00			

City of Scottsbluff, Nebraska

Monday, March 2, 2015

Regular Meeting

Item Reports1

Council to consider approval of an Agreement with M.C. Schaff & Associates, Inc. for engineering services for improvements relating to the installation of a scale and scale building at the Compost Facility.

Staff Contact: Mark Bohl, Public Works Director

Agenda Statement

Item No.

For meeting of: March 2, 2015

AGENDA TITLE: Council to consider approval of an Agreement with M.C. Schaff & Associates, Inc. for engineering services for improvements relating to the installation of a scale and scale building at the Compost Facility.

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

PRESENTATION BY: Rick Kuckkahn, City Manager

SUMMARY EXPLANATION: The proposed Agreement with M.C. Schaff & Associates is for continued improvements needed at the Compost Facility. This phase is for improvements relating to the installation of a scale and scale/office building.

The Agreement is to document the scope of work and project responsibilities that both the City and M.C. Schaff & Associates will have. It has been reviewed and approved by Legal prior to bringing before Council for consideration.

BOARD/COMMISSION RECOMMENDATION:

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

EXHIBITS

Resolution Ordinance Contract Minutes Plan/Map

Other (specify) Copy of Agreement

NOTIFICATION LIST: Yes No Further Instructions

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

AGREEMENT BETWEEN M.C. Schaff & Associates, Inc.

AND THE CITY OF SCOTTSBLUFF FOR PROFESSIONAL ENGINEERING SERVICES FOR, the design and construction oversight for improvements relating to the installation of a scale and scale building at the Compost Facility.

The City of Scottsbluff, Public Works Department, having its offices at 2525 Circle Drive, Scottsbluff, Nebraska "CITY" and M.C. Schaff & Associates, Inc., a Nebraska Corporation
(State) (Partnership, Sole Proprietorship, or Corporation)

with its address at 818 South Beltline Highway East, Scottsbluff Nebraska "ENGINEER" agree as follows:

The ENGINEER agrees to provide professional engineering services "SERVICES" to the CITY under the following terms and conditions:

I. PROJECT

The design and construction oversight for improvements relating to the installation of a scale and scale building at the Compost Facility.

II. SERVICES

- A. The ENGINEER agrees to provide SERVICES that are detailed in the scope of service described in **Exhibit A**.
- B. SERVICES under this Agreement shall be performed by the ENGINEER to the same standard achieved by other engineers performing similar work in similar locations. Determinations of acceptable quality shall be made by the Project Manager for the CITY, Lynn Garton, Water Reclamation Supervisor.

III. COMPENSATION OF CONSULTANT

- A. The ENGINEER will be paid on the basis of time spent at the rates specified in the cost proposal. The project cost proposed and approved is \$25,172.00 **Exhibit B**. Payment shall be made monthly following receipt of the bills submitted by the ENGINEER.

No work will be done by ENGINEER outside the scope of service unless prior Council authorization, in the form of a change order, is received. Work outside the scope of service will be provided at the hourly rates specified in the cost proposal **Exhibit C**.

- B. The ENGINEER shall keep complete records of time spent and materials used on the PROJECT so that the CITY may verify bills submitted by the ENGINEER. Such records shall be made available to the CITY upon request and submitted in summary form with each bill.

IV. INSURANCE

- A. During the term of this agreement, the ENGINEER will secure and maintain in effect a policy of professional liability insurance protecting the ENGINEER and its employees in an amount of not less than \$1,000,000. The ENGINEER shall also maintain in effect a policy of worker's compensation insurance in the amount required by Nebraska law. All policies will need to be secured from an insurance company authorized to do business in the State of Nebraska. The Certificate of Insurance shall specifically name the CITY as an additional insured party.
- B. Certificates showing the ENGINEER has the required insurance shall be filed with the CITY before any SERVICES are performed. The certificates must contain the agreement of the insurance company that they'll notify the CITY in writing not less than 10 days prior to any cancellation or material alteration of the policy. The ENGINEER shall not allow any work under the contract to be performed by a subcontractor unless evidence of similar insurance covering the activities of the subcontractor is submitted to and approved by the CITY.
- C. The ENGINEER shall indemnify, defend and hold the CITY, its officers, employees and agents harmless from all suits, claims, judgments and expenses (including attorney's fees) resulting or alleged to result from any SERVICES, acts or omissions by the ENGINEER or its employees and agents in performing this agreement.

V. WARRANTIES BY ENGINEER

- A. The ENGINEER warrants that its SERVICES shall conform to the same standards achieved by other engineers performing similar work in similar locations.
- B. The ENGINEER warrants that it has all the skills and experience and all professional licenses necessary to perform the SERVICES it is to provide pursuant to this agreement. The ENGINEER may rely upon the accuracy of reports and surveys provided to it by the CITY except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and survey.
- C. The ENGINEER shall perform its SERVICES for the PROJECT in compliance with all applicable laws, ordinances and regulations.

VI. TERMINATION OF AGREEMENT

- A. The agreement can be cancelled by either party with written notice 30 days prior to cancellation.
- B. This agreement may be terminated by either party in the case of a breach of this agreement by the other party, if the breaching party has not corrected the breach within 15 days after notice of termination is mailed to it at the above address.
- C. The CITY may terminate this agreement if it decides not to continue with the PROJECT. The CITY shall provide notice of such termination by first class mail to the ENGINEER at it's above address. If the PROJECT is terminated for reasons other than the breach of the agreement by the ENGINEER, the ENGINEER shall be compensated for reasonable time spent and reasonable quantities of materials used prior to notification of termination.

VII. OBLIGATIONS OF THE CITY

- A. The CITY agrees to give the ENGINEER access to the PROJECT area and other CITY owned properties as required to perform the necessary SERVICES under this agreement.
- B. The CITY shall notify the ENGINEER of any defects in the SERVICES of which the CITY has actual notice.

VIII. ASSIGNMENT

The ENGINEER shall not subcontract or assign any portion of the SERVICES without prior written consent or such action by the CITY.

IX. EXTENT OF AGREEMENT

This agreement represents the entire understanding between the CITY and the ENGINEER and it supersedes all prior representations or agreements whether written or oral. This agreement may be altered only by written amendment signed by the ENGINEER and the CITY.

X. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the ENGINEER, including plans, tracings, drawings, estimates, specifications, field notes, investigations, studies and reports shall become the property of, and be delivered to, the CITY. The CITY acknowledges that the documents are prepared only for the PROJECT.

Effective Date of this Agreement _____

M.C. Schaff & Associates, Inc.

City of Scottsbluff, Nebraska

Dave Schaff, P.E.

Randy Meininger, Mayor

EXHIBIT A

Scope of Services

Perform all engineering services as required for the making of surveys, designs, layouts, analysis, plans (including drainage structures design if required), utility revisions, quantity computations, summaries and other items necessary to determine precise alignment, provide preliminary and final plans of the proposed project, and submission of plans to review agencies.

Care shall be exercised in drawing all preliminary and construction details. All notes shall be properly spaced and all lettering shall be of an engineering style. Clarity must be maintained to allow reduction to half size plans.

Specifically, a more detailed description of the services to be performed is as follows:

WORK DESCRIPTION

A. Project Initiation & Coordination

A kickoff meeting will be held with the City Project Manager and the Project Manager and Design Engineer for the Consultant. During this meeting, expectations for the project will be discussed and a time frame will be developed for the project completion.

B. Design

1. **Architectural Design** – Provide the architectural design for the scale building to include the mechanical, electrical, and plumbing components, as well as architectural features. Scale building will include an office and a single (unisex) restroom.
2. **Site Survey** – Perform topographic survey to locate existing facilities and identify potential conflicts with other improvements in the area.
3. **Coordination with Nebraska Public Power (NPPD)** – Coordinate with NPPD the electrical service requirements for the proposed scale and scale building in order that NPPD can provide design of electrical facilities to the site.
4. **Percolation Test** – Provide percolation test per the requirements of the State of Nebraska for use in the design of the septic system.

5. **Site Septic Design – Provide a detailed design to show the nature of the existing grades and proposed septic improvements as required by the State of Nebraska.**
6. **Domestic Well – Provide the necessary details and specifications for a 50 gallon per minute (gpm) domestic well for water service for the proposed scale building.**
7. **Plans and Specifications Development – Perform engineering services and prepare construction drawings, specifications, and a construction estimate detailing the work to be performed by the contractor. The design package will incorporate all appropriate City of Scottsbluff Standard Specifications.**
8. **Nebraska Department of Environmental Quality (NDEQ) Review Coordination – The Consultant shall submit plans for review to the NDEQ for the septic system. It is anticipated the review period required by NDEQ will be 30 days. The Consultant shall address any comments and resubmit plans as necessary within 2 weeks of receiving comments. The review fee is not included as part of this contract and shall be reimbursed by the City.**

C. Bidding Services

1. **Prepare Bid Documents – Preparation of plans and specifications for bidding of the project.**
2. **Bid Assistance – Assist the City in bidding of the project.**
3. **Attend Bid Opening – Attend the bid opening for the project and provide bid tabulation for the project.**
4. **Award and Recommendation – Review the bid tabulation and make the necessary recommendations to the City of which Contractor to award the construction of the project to.**

D. Construction Services

1. **Preconstruction Meeting – Attend and conduct the preconstruction meeting with the Contractor.**
2. **Site Visits and Pay Requests – Perform site visits of the project as necessary to determine completion of construction. Prepare the monthly pay application based upon said visit.**

3. Shop Drawings – Review and approve shop drawings as needed to ensure compliance with project documents.
4. Construction Staking – Provide construction staking for the Contractor as needed for the proposed improvements to ensure that project is being constructed to required elevations.
5. Material Testing – Provide personnel and equipment as required to perform compaction testing, rebar inspection for footings, concrete testing, and other applicable tests per project documents.

E. Project Close-Out

1. As-built Drawings – Provide as-built drawings for the project upon completion.

EXHIBIT B

Compost Facility Scale Building and Scale City of Scottsbluff, NE	Professional Engineer \$140.00	Professional Surveyor \$140.00	Design Engineer \$95.00	GIS Technician \$75.00	Draft Person \$67.00	1-Man Survey Crew \$105.00	Field Technician \$67.00	Clerical \$58.00	Additional Cost \$1.00	
Component 1 - Project Initiation and Coordination									\$375.00	
Kick-off Meeting	1		1						\$235.00	
Discuss/Refine Project Timeline	1								\$140.00	
Component 2 - Design									\$19,368.00	
Architectural Design								\$8,750.00	\$8,750.00	
Site Survey		1			4	6			\$1,038.00	
Coordination with NPPD for Electrical Service	2		2						\$470.00	
Percolation Test for Septic System	1							\$1,300.00	\$1,440.00	
Septic Design and Submittal to NDEQ	4		10		4		2		\$1,894.00	
Well design for domestic service	2		4		8		2		\$1,312.00	
Cost Estimates	2		4						\$660.00	
Plans and Specification Development	4		16		24		2		\$3,804.00	
Component 3 - Bidding Services									\$1,172.00	
Prepare Bid Documents	1		2				3		\$504.00	
Bid Assistance	1		2						\$330.00	
Attend Bid Openings	1								\$140.00	
Award and Recommendations	1						1		\$198.00	
Component 4 - Construction Services									\$3,299.00	
Preconstruction Meeting	1		1						\$235.00	
Site Visits and Pay Request			2				2	\$480.00	\$786.00	
Shop Drawings			2					\$480.00	\$670.00	
Construction Staking					4	8			\$1,108.00	
Material Testing								\$500.00	\$500.00	
Component 5 - Project Close-Out									\$958.00	
As-built Drawings	1		2		4			\$360.00	\$958.00	
	23	1	48	0	48	14	0	12	\$11,870.00	
	\$3,220.00	\$140.00	\$4,560.00	\$0.00	\$3,216.00	\$1,470.00	\$0.00	\$696.00	\$11,870.00	\$25,172.00

EXHIBIT C

The hourly rate schedule for work outside the scope of service is found below.

Professional Engineer	\$140/hour
Professional Surveyor	\$140/hour
1-man Survey Crew	\$105/hour
Design Engineer	\$95/hour
GIS Technician	\$75/hour
Draft Person	\$67/hour
Field Technician	\$67/hour
Clerical	\$58/hour

City of Scottsbluff, Nebraska

Monday, March 2, 2015

Regular Meeting

Item Reports2

Council to consider the agreement with Thomas P. Miller and Associates for Retainer Services and authorize the Mayor to execute the agreement.

Staff Contact: Rick Kuckkahn, City Manager



Thomas P. Miller & Associates, LLC

Professional Services Agreement

This Agreement, entered into by and between The City of Scottsbluff (“Client”) located at 2525 Circle Drive, Scottsbluff, NE 69361, and Thomas P. Miller and Associates, LLC (“Contractor”), located at 1630 N. Meridian St., Suite 430, Indianapolis, Indiana 46202.

WITNESSETH THAT:

WHEREAS, Client has the need and desire to obtain the services of a contractor; and

WHEREAS, Contractor desires to perform said services detailed in the attached ‘Scope of Work’ for Client and is able to do so in a professional manner; and

WHEREAS, Client has selected Contractor to perform these services.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. TERM. The term of this Agreement shall be February 11, 2015 to December 31, 2015
2. SERVICES TO BE RENDERED: Scope of Work as outlined in Attachment A: Scope of Services.
3. COMPENSATION. For Retainer Services, Client shall pay Contractor \$150 per hour, billed in 15 minute increments, inclusive of expenses during the term of this Agreement for the satisfactory completion of the services to be rendered. The Contractor will not exceed monthly billings of \$10,000.00 for the retainer services described in Attachment A in any calendar month without prior written authorization from the Client. Services may include, but are not limited to the tasks described in Attachment B “Examples of Tasks.” Expenses for any travel will be billed at actual cost and are to be included in the monthly not-to-exceed total. In addition, any hours not meeting the monthly threshold can be rolled over into the following months until the completion of this contract on December 31, 2015.

In addition to the monthly retainer defined above, the Contractor will provide services on Select Site Preparedness. The Client shall pay Contractor \$60,000.00 for Select Site preparedness and its defined deliverables in Attachment A, excluding reimbursable expenses such as travel, printing, and costs not associated with tasks not outlined in the scope of work.

4. PAYMENT TERMS. For Retainer Services, the Contractor will invoice monthly at a rate of \$150 per hour, billed in 15 minute increments. The Contractor will not exceed billings of \$10,000.00 in any calendar month without prior written authorization from the Client.

For Select Site Preparedness services totaling \$60,000.00 excluding reimbursable expenses, invoices will be submitted to Client monthly:

March 31, 2015:	\$12,000.00 <i>excluding reimbursable expenses</i>
April 30, 2015:	\$12,000.00 <i>excluding reimbursable expenses</i>
May 29, 2015:	\$12,000.00 <i>excluding reimbursable expenses</i>
June 30, 2015:	\$12,000.00 <i>excluding reimbursable expenses</i>
July 31, 2015:	\$12,000.00 <i>excluding reimbursable expenses</i>

5. CLIENT'S OBLIGATIONS. Client shall provide Contractor, at no charge, all existing information, data, and documents, available and necessary for the carrying out of services under this agreement. Client shall cooperate with Contractor in every way possible in carrying out the scope of this agreement.

6. TERMINATION. In the event that the services of Contractor are unsatisfactory or that support rendered by Client is inadequate, either party shall have seven (7) business days after delivery of written notice of such unsatisfactory or inadequate services to rectify or correct the problem. If either party fails to correct the problem, either may terminate this Agreement with 30 days' notice in writing, delivered to the business address of the other party. Contractor shall be compensated for services provided to the date such termination becomes effective.

7. INDEMNIFICATION. Both parties shall indemnify and hold harmless each other, their respective officers, employees, and agents from any and all loss, liability, claims, judgments, and liens, including costs and expenses, arising out of any negligent act or omission of Client or Contractor or any of their officers, agents, employees, or subcontractors in the performance of this Agreement.

8. CONFIDENTIALITY Contractor's work product generated during the performance of this Agreement is confidential to Contractor. Failure to comply with this section shall constitute a material breach of this Agreement.

9. NOTICE. Any notice, invoice, order or other correspondence required to be sent under this Agreement shall be sent to the addresses outlined in the first paragraph of this Agreement.

10. APPLICABLE LAWS. This Agreement shall be governed by the laws of State of Nebraska, as the same shall be in force and effect upon the date this Agreement is executed.

11. NON-DISCRIMINATION. Contractor and its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to firing, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of race, religion, color, sex, age, handicap, disability, national origin, ancestry, disabled veteran status, or Vietnam-era veteran status. Breach of this section shall constitute a material breach of this Agreement.

12. NECESSARY DOCUMENTATION. Contractor certifies that it will furnish Client, if requested, any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of units of local, state, and federal government. Contractor further certifies that it is now in and will maintain its good standing with governmental agencies and will maintain its license, permit, registration, authorization, or certification in force during the term of this Agreement. Failure of Contractor to comply with this paragraph constitutes a material breach of this Agreement.

13. WAIVER. Client's delay or inaction in pursuing its remedies as set forth in this Agreement, or available by law, shall not operate as a waiver of any of Client's rights or remedies contained herein or available by law.

14. PERSONAL LIABILITY. Nothing in this Agreement shall be construed as creating any personal liability on the part of any officer, director, agency, or employee of Client or any public body, which may be a party to this Agreement.

15. SEVERABILITY. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement, which can operate independently of such stricken provision, shall continue in full force and effect.

16. CONFLICT OF INTEREST. Contractor certifies and warrants to Client that neither it nor any of its agents, representatives, or employees who will participate in performance of any services required by this Agreement have or will have any conflict of interest, directly or indirectly with Client.

17. AMENDMENTS. This Agreement may be amended, modified, renewed, or supplemented only by a written instrument signed by each of the parties hereto, and any such amendment may pertain to one or more of the provisions of this Agreement without affecting the other provisions of this Agreement.

18. INTEGRATION. This Agreement represents the entire understanding between Client and the Contractor and supersedes all prior negotiations, representations, and/or contracts, either written or oral.

19. TAXES. Contractor agrees that it is an independent contractor as that term is commonly used and is not an employee of Client. As such, the Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to the Contractor. The Contractor acknowledges that it is not insured by Client in any manner for any loss of any kind whatsoever. The Contractor is covered by public and general liability insurance in the amount of \$1,000,000. The Contractor has no authority, express or implied, to bind or obligate Client in any way.

IN WITNESS WHEREOF, Client and Contractor, by their respective officers hereunto duly authorized, have executed this Agreement on the dates shown below.

Thomas P. Miller & Associates, LLC

City of Scottsbluff, Nebraska

By: Tom Miller
Thomas P. Miller
President & CEO

By: _____
Randy Meininger
Mayor

Date: _____

Date: _____

ATTACHMENT A: SCOPE OF SERVICES

Retainer for Comprehensive Consulting Services

Thomas P. Miller and Associates (TPMA) will provide services to support to the City of Scottsbluff in the launch of action items defined in its economic development strategic plan beginning February 11, 2015 and continuing until December 31, 2015.

TPMA will provide consulting services for the City of Scottsbluff and its community focused on business retention, expansion, and attraction.

Deliverables for the City of Scottsbluff include systematic reporting of all initiatives that provide status updates on all facilitation events, action plans, committee frameworks, and identified deliverables.

Thomas P. Miller will invoice at a rate of \$150 per hour, billed in 15 minute increments for actual time spent engaged in but not limited to the tasks listed under Attachment B. Expenses for travel will be billed at actual cost and is included in the monthly not-to-exceed total. The Contractor will not exceed billings of \$10,000.00 for services in any calendar month without prior written authorization from the Client. Each task and deliverable from the Contractor will be approved by the City Manager prior to commencement. Attachment B "Examples of Tasks" below provides details on tasks which could be completed under this retainer. Action items below may be considered for inclusion in the work plan, but are not limited to the following:

- Business Attraction Assistance
- Facilitation Assistance and Follow-Up
- Project Management

Select Site Preparedness

In addition to the monthly retainer defined above, the Contractor and Subcontractor (Olsson Associates) will provide support on select site pre-assessment of up to seven (7) sites identified in the Strategic Plan and up to an additional three (3) sites identified within a two- (2) mile boundary of the Cities of Scottsbluff and Gering. The total not-to-exceed amount for site preparedness and its defined deliverables below is \$60,000.00 for services beginning February 11, 2015 and concluding July 31, 2015.

In partnership with TPMA, Olsson Associates will review existing site intake information collected in Phase I of the Regional Economic Development Strategic Plan for initial site preparedness factors. The Project Team will conduct one (1) kickoff meeting to review existing sites and identify up to three (3) additional sites for collection of intake information. Distribution of enhanced Site Verification Forms and supplemental maps will be completed by the client for each of the seven (7) properties to gather additional information necessary to pre-assess the properties for certification. Olsson will issue a Verification Form including, but not limited to, extensive information regarding the following attributes on a per-Subject Property basis. Olsson will **not** look to duplicate existing information, but will look to combine existing answers with additional requested information necessary for full analysis. Information requested and reviewed will include the following:

- Size
- Availability
- Ownership
- Transportation (type and proximity)
- Zoning

- Utilities Availability and Capacities
- Electric Availability and Capacities (including redundancies)
- Natural Gas
- Water (including redundancies)
- Wastewater Treatment Capacity
- Air Quality Permitting Capability
- New Market Tax Credit Eligibility
- Flood Plain Presence (100 and 500 Year Events)
- Wetlands Presence
- Soils Information
- Endangered Species/Archaeological Information
- Topography
- Fiber Presence
- Airport Influence
- Rail Service Potential
- Foreign Trade Zone Status

In addition, TPMA and Olsson will convene one (1) meeting with four (4) Olsson professionals to tour sites and receive clarification of the Verification Form, maps, and attachment documents. Next, TPMA and Olsson will review and analyze the collected forms, maps, and other qualitative information gathered from the site visits to provide recommendations on sites suitable for future site certification as an “Olsson Associates Select Site.” Any information pertaining to the site characteristics listed above will be provided via the Verification Form process. If any studies (desktop or otherwise) are required to provide a response to Verification Form questions, Olsson can provide this service for completion on a time and expense basis. In addition, if client chooses to forego completing analysis for information requested in the Verification Form process, lacking pieces of analysis will be considered a site deficiency (per site) and will be listed as such in the final pre-assessment report for consideration of future-phased mitigation prior to site certification. With this information, TPMA and Olsson will develop an “Olsson Associates Select Site” pre-assessment report of assets and deficiencies for each of the Subject Properties in consideration of future viability and site certification including:

- Detailing of property assets
- Detailing and suggestions of corrective actions of deficient site infrastructure and necessary development attributes
- Suggested studies or actions that are needed for determination of “Olsson Associates Select Site” qualification and costing to provide those optional services
- Determination of which of the ten (10) Subject Properties are capable of achieving the Olsson Select Site designation in future-phased analysis

Finally, TPMA and Olsson will have one (1) meeting to deliver the findings and provide guidance on phasing viable sites into further analysis to achieve “Olsson Associates Select Site” certification designation.

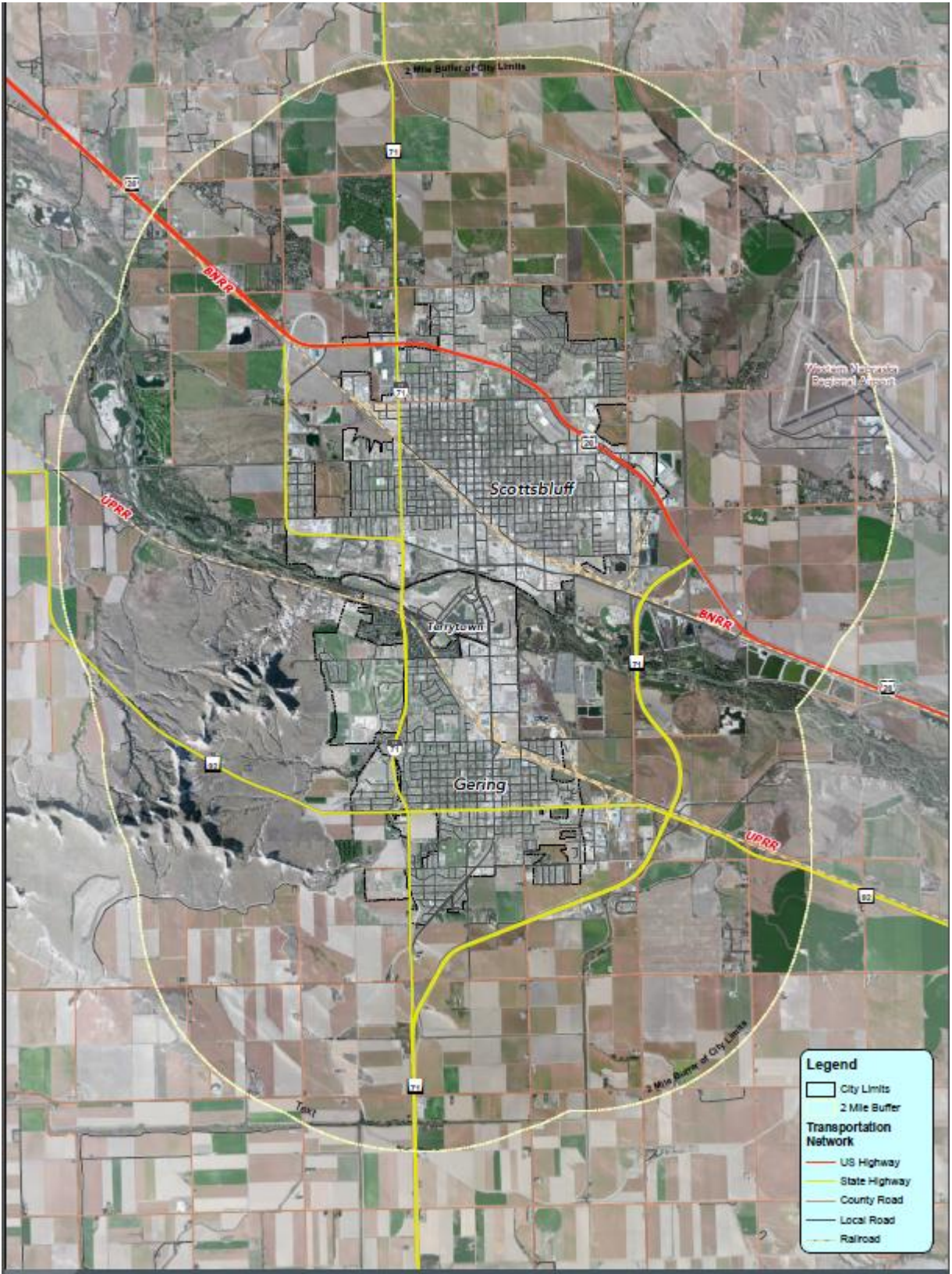
Deliverables: One (1) kickoff meeting for site visits with four (4) Olsson professionals; one (1) meeting with four (4) Olsson professionals for review of verification form information and attachments as well as site visits; and one (1) meeting with four (4) Olsson professionals to deliver findings. Four (4) bound hard copies of the “Olsson Associates Select Site” Pre-Assessment findings, and two (2) CDs containing the documents in electronic format.

Exclusions:

The following items are not contemplated or included within the Scope or Fee. Contractor and Subcontractor may perform certain services among the list below as an additional service and for an additional fee.

-
- a. Subject properties other than the Subject Properties other than those shown in Exhibit B
 - b. Diligence Assessments other than desktop analysis
 - c. Master Planning
 - d. Target Viability Assessment
 - e. Schematic design documents
 - f. Design development documents
 - g. Construction documents
 - h. Permits or Agency fees
 - i. Site surveys (boundary, topographic or ALTA)
 - j. Special studies such as Traffic, Noise, Utility, or Environmental studies
 - k. City-wide water or sewer studies
 - l. Off-Site Infrastructure Improvements
 - m. Hazardous materials identification, storage, or abatement
 - n. Landscape design documents
 - o. Mechanical, Electrical, or Plumbing engineering documents
 - p. Subterraneous Utility Exploration
 - q. Lot line adjustments
 - r. Changes of zoning
 - s. Environmental clearances
 - t. Entitlements
 - u. Legal Descriptions
 - v. Special Planning Processes
 - w. Bid processes or negotiations with General Contractors
 - x. Railroad design plans or construction documents
 - y. On-site meetings, site visits and travel costs in addition to those listed above
 - z. Public meetings and travel costs in addition to those listed above
 - aa. Title commitments or title abstract updates
 - bb. Site certification
 - cc. Any and all other services not specifically described as part of the Scope of Services listed above

Exhibit B



ATTACHMENT B: EXAMPLES OF TASKS

IMPLEMENTATION OVERSIGHT COMMITTEE

Employing best practice examples of community coalitions being used to cultivate and promote regional consensus on capital investments, TPMA will provide assistance to strengthen the regional approach to development and establish a stronger position for the region with legislative and administrative leaders in the capitol. In anticipation of a March 30, 2015 meeting, TPMA will meet with the City of Scottsbluff, City of Gering, the TCD Board of Directors, PADD, and others in February 2015 to discuss the formation of the Implementation Oversight Committee. TPMA will prepare and assist with facilitating the initial meeting of the committee and provide additional support as defined by the Implementation Oversight Committee. Preparation for meetings, travel, and follow-up are inclusive in this task.

Deliverable: Facilitation, organizational framework, and recommended guidelines

BUSINESS ATTRACTION ASSISTANCE:

As the City of Scottsbluff seeks assistance with positioning underutilized regional assets for sale or lease to appropriate major tenants consistent with the goals of the completed Strategic Plan, TPMA proposes the following services:

- Developing a profile of the target businesses (aligned with the identified Target Industries) including location and size
- Research and qualify 20-25 companies per month
- Developing reuse concepts for 3 to 5 buildings and facilities that are strategic assets of the region
- Introductions of City of Scottsbluff and TCD officials to qualified and appropriate tenants for the buildings and facilities
- Provide analysis to the Client for up to 5 counteroffers to tenants
- Initiate communications for qualified tenants with the Nebraska Department of Economic Development and other agencies
- Report to client regarding the leads generated for tenants considering the Scottsbluff region for relocation or progress in identifying and working with tenants for future relocation

Deliverable: 12 Monthly lead generation reports including counteroffer analyses and reuse concepts

City of Scottsbluff, Nebraska

Monday, March 2, 2015

Regular Meeting

Item Reports3

Discussion and instructions to staff regarding balancing the FY 2014-2015 Budget.

Staff Contact: Rick Kuckkahn, City Manager

City of Scottsbluff, Nebraska

Monday, March 2, 2015

Regular Meeting

Item Reports4

Council to discuss the City Manager's annual performance review.

Staff Contact: City Council

City of Scottsbluff, Nebraska
Monday, March 2, 2015
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