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

Regular Meeting
December 1, 2014
6:00 PM

1. Roll Call
2. Pledge of Allegiance.
3. **For public information, a copy of the Nebraska Open Meetings Act is available for review.**
4. Notice of changes in the agenda by the city clerk (Additions may not be made to this agenda less than 24 hours before the beginning of the meeting unless added under Item 5 of this agenda.)
5. Citizens with business not scheduled on the agenda (As required by state law, no matter may be considered under this item unless council determines that the matter requires emergency action.)
6. New Council Member Oath of Office:
    a) Recognition of service of Mark McCarthy as a Scottsbluff City Council Member.
    b) Announcement of names of individuals qualified to be seated as members of the City Council and pledging of Oath of Office by newly elected Council and acknowledgement that appropriate bonds are in place. Newly elected Council Members are seated.
    c) Roll call of new Council.
    d) Selection of Temporary Chairperson
    e) Election of Mayor
    f) Election of Vice President of the Council
    g) Council to consider appointment to various committees for a two-year term.
    h) Council to convene as the Scottsbluff Leasing Corporation.
    i) Reconvene as the Scottsbluff City Council – Roll Call.
7. Consent Calendar:
    a) Approve the minutes of the November 17, 2014 Regular Meeting.
8. Claims:
    a) Regular claims
9. Financial Report:
    a) Council to receive the September 2014 Financial Report.

10. Reports from Staff, Boards & Commissions:

a) Council to consider the agreement with M.C. Schaff and Associates for engineering services for the Monument Valley Pathway North project and approve the Resolution.

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

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

d) Council to consider approval of using up to $70,000 of contingency funds from the electric fund for pre-1984 police officer pension payout.

e) Council to authorize the Mayor to sign the contract with Copier Connection for the Development Services copy machine.

f) Council to authorize the Mayor to sign a Memorandum to USDA Rural Development regarding the mitigation contract provisions for the Minatare water projects.

g) Council to receive an update of the Economic Development Plan, no action will be taken.

11. Resolution & Ordinances:

a) Council to consider an ordinance dealing with a change in fees for proposed budgeted increase in fees charged for water, environmental services, and stormwater surcharge (third reading).

b) Council to consider approval of the Certification and Resolutions appointing Philip Mark Bohl as the City of Scottsbluff Street Superintendent.

12. Executive Session

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

13. Public Comments: The purpose of this agenda item is to allow for public comment of items for potential discussion at a future Council Meeting. Comments brought to the Council are for information only. The Council will not take any action on the item except for referring it to staff to address or placement on a future Council Agenda. This comment period will be limited to three (3) minutes per person

14. Council reports (informational only):

15. Scottsbluff Youth Council Representative report (informational only):

16. Adjournment.

City of Scottsbluff, Nebraska

Monday, December 1, 2014

Regular Meeting

Item Oath1

Recognition of service of Mark McCarthy as a Scottsbluff City Council Member.

Staff Contact: **Mayor Meininger**

City of Scottsbluff, Nebraska

Monday, December 1, 2014

Regular Meeting

Item Oath2

Announcement of names of individuals qualified to be seated as members of the City Council and pledging of Oath of Office by newly elected Council and acknowledgement that appropriate bonds are in place. Newly elected Council Members are seated.

Staff Contact: Cindy Dickinson, City Clerk

OATH OF OFFICE

STATE OF NEBRASKA)
) SS
COUNTY OF SCOTTSBLUFF)

I, (Council Member - state your name), do solemnly swear that I will support and defend the Constitution of the United States and the Constitution of the State of Nebraska, against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely, without any mental reservation or for purpose of evasion; and that I will faithfully and impartially perform the duties of the office of council member according to law, and to the best of my ability. And I do further swear that I do not advocate, nor am I a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence; and that during such time as I am in this position I will not advocate nor become a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence. So help me God.

Dated this 1st day of December, 2014.

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Subscribed in my presence and sworn to before me this 1st day of December, 2014.

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Witness

City of Scottsbluff, Nebraska

Monday, December 1, 2014

Regular Meeting

Item Oath3

Roll call of new Council.

Staff Contact: Cindy Dickinson, City Clerk

City of Scottsbluff, Nebraska

Monday, December 1, 2014

Regular Meeting

Item Oath4

Selection of Temporary Chairperson

Staff Contact: City Council

City of Scottsbluff, Nebraska
Monday, December 1, 2014
Regular Meeting

Item Oath5

Election of Mayor

Minutes:

1. **Nominations**
2. **Vote**
3. **Mayor takes seat.**

Staff Contact:

City of Scottsbluff, Nebraska
Monday, December 1, 2014
Regular Meeting

Item Oath6

Election of Vice President of the Council

Minutes:

1. **Nominations**
2. **Vote**

Staff Contact: City Council

City of Scottsbluff, Nebraska

Monday, December 1, 2014

Regular Meeting

Item Oath7

Council to consider appointment to various committees for a two-year term.

Minutes: Committees

a) Twin Cities Development (TCD) – (2)

b) Panhandle Area Development District – City Manager or designee (primary) and (1) (alternate)

c) Scottsbluff Drain Operating Committee - (1)

d) Panhandle Humane Society – (1)

e) Technical Advisory Committee - (2)

f) NPPD Retail Community Customer Committee – City Manager or designee (primary) and (1) (alternate)

g) Public Alliance for Community Energy (PACE) – City Manager or designee (primary) and (1) (alternate)

h) Scotts Bluff County Consolidated Communications – (1)

i) Scottsbluff Senior Center – (1)

j) Scottsbluff Youth Council (1)

k) Resource, Conservation & Development Board (RC&D) – (1)

l) Riverside Discovery Center Board (1)

m) 911 Steering Committee (1)

Staff Contact: City Council

City Council Board Appointments

As of December 16, 2013

TWO YEAR APPOINTMENTS

Twin Cities Development – Gonzales (primary) and Shaver (alternate)

Panhandle Area Development District – City Manager or designee (primary) and Shaver (alternate)

Scottsbluff Drain Operating Committee – Meininger

Panhandle Humane Society – Animal Control Officer Bornschlegl

Technical Advisory Committee – Gonzales and Hilyard

NPPD Retail Community Customer Committee – City Manager or designee (primary) and Meininger (alternate)

Public Alliance for Community Energy (PACE) – City Manager or designee (primary) – no alternate

Scotts Bluff County Consolidated Communications – Meininger

Senior Center- Meininger (primary) and Shaver (alternate)

Youth Council – Gonzales (primary) and Shaver (alternate)

Resource, Conservation and Development (RC&D) – McCarthy (primary) and Meininger (alternate)

Riverside Discovery Center Board – McCarthy

911 Steering Committee - Meininger

City of Scottsbluff, Nebraska

Monday, December 1, 2014

Regular Meeting

Item Oath8

Council to convene as the Scottsbluff Leasing Corporation.

Minutes: ** See attached agenda for Scottsbluff Leasing Corporation **

Staff Contact: City Council

AGENDA
CITY OF SCOTTSBLUFF
LEASING CORPORATION
BOARD OF DIRECTORS MEETING

December 1, 2014

1. Roll Call.

2. Appoint temporary chairperson.

3. Appoint Jordan Colwell and Liz Hilyard as Board Members.

4. Appointment of officers

    a. President –
    b. Vice-President –
    c. Secretary/Treasurer –

5. Approve minutes of the meeting held December 3, 2012.

6. Adjourn.

December 3, 2012
Scottsbluff, Nebraska

The Board of Directors of the City of Scottsbluff Leasing Corporation met in the City Council Chamber of City Hall on December 3, 2012 at 6:15 p.m. Notice was given by publication in the Star Herald on November 30, 2012. Upon roll call the following Board Members were present: Raymond Gonzales, Randy Meininger, Mike Deibert, Dave Boeckner, and Board Member Elect Scott Shaver. Absent: None.

Board Member Meininger nominated Dave Boeckner as temporary Chairperson for reorganization of the Board. Moved by Board Member Gonzales, seconded by Board Member Meininger, "That Board Member Boeckner be appointed as temporary Chairperson of the Scottsbluff Leasing Corporation." "YEAS" Boeckner, Meininger, Gonzales, Deibert. "NAYS" None. Absent: None.

Moved by Board Member Deibert seconded by Board Member Gonzales, "That the resignation of Bill Zitterkopf as a Board Member be accepted and Scott Shaver be appointed as a Board Member. "YEAS" Boeckner, Gonzales, Meininger, Deibert. "NAYS" None. Absent: None.

Chairperson Boeckner called for nominations for President, Vice President and Secretary/Treasurer of the Scottsbluff Leasing Corporation.

Moved by Board Member Gonzales, seconded by Board Member Deibert, "That Board Member Boeckner be nominated as President of the Scottsbluff Leasing Corporation." No other nominations were made. "YEAS" Boeckner, Gonzales, Meininger, Deibert, Shaver. "NAYS" None. Absent: None.

Moved by Board Member Meininger, seconded by Board Member Gonzales, "That Board Member Deibert be nominated as Vice President of the Scottsbluff Leasing Corporation." No other nominations were made. "YEAS" Boeckner, Gonzales, Meininger, Deibert, Shaver. "NAYS" None. Absent: None.

Moved by Board Member Meininger, seconded by Board Member Shaver, "That Board Member Gonzales be nominated as Secretary/Treasurer of the Scottsbluff Leasing Corporation." No other nominations were made. "YEAS" Boeckner, Gonzales, Meininger, Deibert, Shaver "NAYS" None. Absent: None.

Moved by Board Member Deibert, seconded by Board Member Gonzales, "That minutes of the December 6, 2010 meeting be approved," "YEAS" Boeckner, Gonzales, Meininger, Deibert, Shaver. "NAYS" None. Absent: None.

Moved by Board Member Gonzales, seconded by Board Member Deibert to adjourn the meeting of the Scottsbluff Leasing Corporation at 6:18 p.m. "YEAS" Boeckner, Gonzales, Meininger, Deibert, Shaver. "NAYS" None. Absent: None.

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Dave Boeckner, President

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Chris Burbach, Deputy City Clerk

City of Scottsbluff, Nebraska

Monday, December 1, 2014

Regular Meeting

Item Oath9

Reconvene as the Scottsbluff City Council – Roll Call.

Staff Contact: City Council

City of Scottsbluff, Nebraska

Monday, December 1, 2014

Regular Meeting

Item Consent1

Approve the minutes of the November 17, 2014 Regular Meeting.

Staff Contact: Cindy Dickinson, City Clerk

Regular Meeting
November 17, 2014

The Scottsbluff City Council met in a regular meeting on Monday, November 17, 2014 at 6:00 p.m. in the Council Chambers of City Hall, 2525 Circle Drive, Scottsbluff. A notice of the meeting had been published on November 14, 2014, in the Star Herald, a newspaper published and of general circulation in the city. The notice stated the date, hour and place of the meeting, that the meeting would be open to the public. That anyone with a disability desiring reasonable accommodations to attend the council meeting should contact the city clerk's office, and that an agenda of the meeting kept continuously current was available for public inspection at the office of the city clerk in City Hall; provided, the city council could modify the agenda at the meeting if it determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been delivered to each council member, made available to radio stations KNEB, KMOR, KOAQ, and television stations KSTF and KDUH, and the Star Herald. The notice was also available on the City's website on November 14, 2014. An agenda kept continuously current was available for public inspection at the office of the city clerk at all times from publication of the notice to the time of the meeting.

Mayor Randy Meininger presided and City Clerk Dickinson recorded the proceedings. The Pledge of Allegiance was recited. Mayor Meininger welcomed everyone in attendance and encouraged all citizens to participate in the council meeting asking those wishing to speak to come to the microphone and state their name and address for the record. Mayor Meininger informed those in attendance that a copy of the Nebraska Open Meetings Act is posted in the back of the room on the west wall for the public's review. The following Council Members were present: Raymond Gonzales, Mark McCarthy, Liz Hilyard, Randy Meininger, and Scott Shaver. Absent: None.

Mayor Meininger asked if there were any changes to the agenda. City Clerk Dickinson informed the Council that item 6e Plans and Specifications for the Water Main Installation Project should be moved to the regular agenda for discussion. Moved by Mayor Meininger, seconded by Council Member Shaver "to move Item 6e Plans and Specifications for the Water Main Installation Project to 8e" "YEAS" McCarthy, Meininger, Hilyard, Shaver and Gonzales, "NAYS" None. Absent: 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 McCarthy, seconded by Council Member Hilyard, that:

a) "The minutes of the November 3, 2014 Regular Meeting be approved,"

b) "City offices close at 12:00 noon on December 24, 2014, Christmas Eve,"

c) "A public hearing be set for December 15, 2014, 6:05 p.m. to consider the creation of Paving District 312 and Water District 105 in Block 2, Reganis Subdivision and Block 1A, Scotts Bluff County College Tract,"

d) "The Request for Statement of Qualifications and Bid Proposals to solicit Engineering Services for improvements to the Sanitary Sewer Main and Siphon by Scotts Bluff Drain near East 27th St. be approved and authorize the City Clerk to advertise for submittals to be received by December 8, 2014 at 2:00 p.m." "YEAS", Meininger, Hilyard, Gonzales and McCarthy, "NAYS" Shaver. Absent: None.

City Manager Kuckkahn presented the change orders for the liner at the stormwater retention pond at the Compost Facility. He explained that because of the weight of the liner, which is 3500 pounds, city crews were unable to install the liner. It would be more economical and efficient for the contractor to do the installation with the proper equipment. There are adequate funds available as the original bid was $50,000 - $60,000 less than the Engineer's estimate. Moved by Mayor Meininger, seconded by Council

Member Shaver, “to approve the change orders in the amount of $19,148.00 to Rusch’s General Contracting for materials and installation of a liner in the stormwater retention pond at the Compost Facility,” “YEAS”, Hilyard, Shaver, Gonzales, McCarthy and Meininger, “NAYS” None. Absent: None.

Assistant City Manager Johnson presented the change order from Outdoor Recreation Products as part of the Splash Pad project at Veterans Park. The installation and testing of the new splash pad is complete and ready for use next spring. In order to direct the water from the pad to the storm sewer, the pad had to be relocated requiring a new connection to city water and resulting in additional costs. The invoice from Outdoor Recreation Products and the subcontractor, Gering Valley Plumbing shows 20 man hours, which is because the line had to be installed twice. The first time, they installed galvanized, which did not meet the city specifications, so they replaced it with copper pipes. The total cost of the change order is $7309.90. Council Member Shaver asked for a clarification of why we are paying for the contractor to install the wrong pipe. Mr. Johnson explained that it was not a typical change order. The change order was brought to us after the work had been completed, so we are trying to clear up the issue. The original location of the splash pad did not include the meter pit in the bid specifications because it was already existing on site, however, when they moved the location of the splash pad, they had to install the meter pit. There were some oversight issues with this project. As a result, City Attorney Howard Olsen and his associates will provide training for supervisors, department heads and the contract management team. The galvanized pipe complies with City Code, however, in this situation, the copper pipe was preferred. Mr. Kuckkahn explained that this was a confluence of issues. A change order should have been submitted prior to the work being done, which would have eliminated the issues. The work was done, and in a satisfactory manner with the exception of the pipe.

Mr. Shaver asked if it is the General Contractor’s responsibility to make sure the work is right. He feels the general contractor should owe the money to the subcontractor rather than the City. Mr. Johnson explained that the pipe was not needed in the original location because the water line was available. The splash pad had to be relocated closer to the storm drain. Council Member McCarthy asked if there was an oversight on the original placement of the Splash Pad. Mr. Kuckkahn responded that it was an oversight, and there was no recognition of the need for the water source to be enhanced. A change order should have been done and wasn’t, so city staff can also be blamed for the oversight.

Council Member Shaver asked if approving the change order after the fact is the correct way to handle this payment. City Attorney Howard Olsen commented that confirming the change order after the fact has the same legal result, the payment is for something that we will benefit from. The delay in receiving the change order was caused in part by our lack of oversight. To the staff’s credit, they have recognized the issue and all departments are aware that we need consistency, which will be addressed in a training session.

Council Member Gonzales added that if the splash pad would have been placed in the correct location to begin with, we would have seen higher bids from the beginning. Moved by Mayor Meininger, seconded by Council Member Gonzales, “to approve the change order to Outdoor Recreation Products in the amount of $7309.90 as part of the Splash Pad project in Veterans Park,” “YEAS”, Meininger, Hilyard, Gonzales and McCarthy, “NAYS” Shaver. Absent: None.

Moved by Mayor Meininger, seconded by Council Member Gonzales, “that the following claims be and hereby are approved and should be paid as provided by law out of the respective funds designated in the list of claims dated November 17, 2014, as on file with the City Clerk and submitted to the City Council,” “YEAS”, Hilyard, Shaver, Gonzales, McCarthy and Meininger, “NAYS” None. Absent: None.

CLAIMS

GALE/CENGAGE LEARNING,SBSCRP,250; 3M CENTER-TRAFFIC CONTROL,EQUIP MAIN,946.13; ACCELERATED RECEIVABLES SOLUTIONS,WAGE ATTACH,317.18; ACTION COMMUNICATION INC.,DEP SUP,598; ALLO COMMUNICATIONS,LLC,LOCAL TELEPHONE CHARGES,4776.47; ANITA'S GREENSCAPING INC,PRKNG LT MNTNCE,456; ASP

ENTERPRISES, INC,COMPOST FACILITY UPGRADE,7193.28; ASSURITY LIFE INSURANCE CO,LIFE INS,34.36; B&C STEEL CORPORATION,IRON FOR SWPR SHOES,214.48; BLUFFS SANITARY SUPPLY INC.,DEPT SUPPL & JANIT SUPPL,613.57; CAPITAL BUSINESS SYSTEMS INC.,CONT. SRVCS,199.45; CARLSON, DEBRA,REIMB,51.87; CARR TRUMBULL LBR INC.,EQUIP MAINT,143.79; CEMENTER'S INC,DEPT SUP,285.7; CENTURY MFG,DEPT SUPPLIES,565.82; CHAMPLAIN PLANNING PRESS, INC,DEPT PUBLCTNS,103.75; CITIBANK N.A.,DEP SUP,283.91; CITY OF GERING,DISPOSAL FEES,39567.05; CITY OF SCB,PETTY CASH,91.13; CLARK PRINTING LLC,DEPT SUP,489.15; COMPUTER CONNECTION INC,RENT-MACH,55.18; CONSOLIDATED MANAGEMENT,SCHOOLS & CONF,204; CONTRACTORS MATERIALS INC.,DEPT SUP,2478.45; CREDIT BUREAU OF COUNCIL BLUFFS,SERVICES,19; CREDIT MANAGEMENT SERVICES INC.,WAGE ATTACH,193.1; CRESCENT ELECT. SUPPLY COMP INC,ELECT. SUPP,8.13; CULLIGAN OF SCOTTSBLUFF,DEPT SUP,202.9; CYNTHIA GREEN,DEPT SUPPL,751.34; D & H ELECTRONICS,DEPT. SUPP.,95.89; DALE'S TIRE & RETREADING, INC.,EQP MTC,36.29; DUANE E. WOHLERS,DISPOSAL FEES,1500; EDWARDS, PATRICK,TREE REBATE,134.98; ELLIOTT EQUIPMENT COMPANY INC.,VEHICLE MTNC,644.32; FEDERAL EXPRESS CORPORATION,SHIPPING FEES,285.53; FITZGERALD, SCHORR, BARMETTLER & BRENNAN, P.C., L.L.O.,SERVICES,916.46; FRANK IMPLEMENT CO,GRD MTC,1827.23; FRED PRYOR SEMINARS,SCHOOL & CONFERENCE,199; GENERAL ELECTRIC CAPITAL CORPORATION,DEPT SUP,263.48; H D SUPPLY WATERWORKS LTD,METERS,194037.71; HAWKINS, INC.,CHEMICALS,3429.45; HD SUPPLY FACILITIES MAINTENANCE LTD,DEPT SUP,384.05; HEILBRUN'S INC.,DEPT SUPPLIES,2736.2; HYATT PLACE LINCOLN/DOWNTOWN-HAYMARKET,NEMA TRNG. ROOMS,249; I C M A,MEMBERSHIP,530.28; ICMA RETIREMENT TRUST-457,DEF COMP,1325.14; IDEAL LAUNDRY AND CLEANERS, INC.,DEPT SUPPLIES,1137.81; IMSA,TRAFFIC SIGNAL MEMBERSHIP RENEWAL,85; INDEPENDENT PLUMBING AND HEATING, INC,GRD MTC,73.52; INGRAM LIBRARY SERVICES INC,BKS,3515.98; INTERNAL REVENUE SERVICE,FED W/H TAX,58127.85; JEROLD E. HIGEL,ELECT. MAIN,1294.29; JIRDON AGRI CHEM.INC.,GRD MTC,8903.55; JOHN DEERE FINANCIAL,UNIFORMS & CLOTHING,179.99; JOHN DEERE FINANCIAL,UNIFORMS & CLOTHING,148.91; KEMBEL SAND & GRAVEL COMPANY,GRD MTC,448.2; KENNETH LEROY DODGE,BLDG MAIN,150; KIMBALL MIDWEST,SUPP,850.79; KRIZ-DAVIS COMPANY,EQUIP MAINT,393.4; LEXISNEXIS RISK DATA MANAGMENT INC,CONSULTING,100; LIGHTHOUSE ELECTRICAL CONTRACTORS, LLC,HVAC REPLACEMENT,7021.67; M.C. SCHAFF & ASSOCIATES, INC,WATER MAIN INSTALLATION PROJECT,17628.72; MADISON NATIONAL LIFE,LIFE & DIS INS,1769.68; MAIN STREET APPLIANCE,EQUIP REPAIR,113.9; MENARDS, INC,DEPARTMENT SUPL.,739.96; MIDLANDS NEWSPAPERS, INC,LEGAL PUBLISHING,1395.74; MIDWEST CONNECT, LLC,EQUIP MAINT,270.84; MONUMENT PREVENTION COALITION, CONTRACTUAL,939.94; MUNICIPAL SUPPLY INC. OF NEBRASKS,DEPT SUP,965.01; NCMA,MEMBERSHIP,567; NE CHILD SUPPORT PAYMENT CENTER,NE CHILD SUPPORT PYBLE,2137.81; NE COLORADO CELLULAR, INC,CONTRACTUAL SVC,36.2; NE DEPT OF REVENUE,STATE W/H,18053.08; NE LIBRARY COMMISSION,TRNG,10; NEBRASKA ASSOCIATION OF CHIEF'S OF POLICE,MEMBERSHIP,50; NEBRASKA PUBLIC POWER DISTRICT,ELECTRIC,42506.5; NEBRASKA STATEWIDE ARBORETUM,ANNUAL FEES,130; NEBRASKALAND TIRE,VEHICLE MNTNCE,14.5; NETWORKFLEET, INC,MONTHLY SERVICE FOR GPS,18.95; NORTHERN LAKE SERVICE, INC,SAMPLES,1456; NORTHWEST PIPE

FITTINGS, INC. OF SCOTTSBLUFF,GRD MTC,38.69; OCLC ONLINE COMPUTER LIBRARY CENTER, INC,CONT. SRVC,300.85; ONE CALL CONCEPTS,CONTRACT,145.65; OREGON TRAIL PLUMBING & HEATING & COOLING INC,HVAC REPLACEMENT,12374; PANHANDLE COOPERATIVE ASSOCIATION,FUEL,1420.18; PANHANDLE ENVIRONMENTAL SERVICES INC,STRM WTR SAMPLING,229; PLATTE VALLEY BANK,HSA,14173.46; POSTMASTER, POSTAGE,898.84; PRUDENT PUBLISHING CO INC,DEPT SUPPL,285.25; QUILL CORP,DEPT SUPP,238.93; RAILROAD MANAGEMENT CO III, LLC,RENT-LAND,321.56; REAMS SPRINKLER SUPPLY CO.,GRD MTC,167.28; REGIONAL CARE INC,MED CLAIMS,113018.06; REVIZE LLC,CONTRACT,2568; RICHS WRECKING & SALVAGE,VEHICLE MTNC,65; ROBERTA J BOYD,REIMB,10.69; ROTHERHAM, DAVID,UNIFORM & CLOTHING,161.95; RR DONNELLEY,DEPT SUPPL,104.68; RS VENTURES LLC,VEH MAINT,1339.37; RUSCH'S GENERAL CONTRACTING, LLC,COMPOST FACILITY UPGRADE,355831.89; S M E C,EMP DEDUCTIONS,226; SAFETY COUNCIL OF NE,CONFERENCE,115; SANDBERG IMPLEMENT, INC,VEHICLE MTNC,5.87; SATO, LEANN,STRMWTR CONFRNCE,155; SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,210; SCOTT S. OLSON,TRAINING PRGRM,1000; SCOTTS BLUFF COUNTY COURT,COURT COSTS,119; SCOTTSBLUFF BODY & PAINT, INC,TOW SERVICE,415; SCOTTSBLUFF MOTOR CO, INC,VEHCLE MNTNCE,49.98; SCOTTSBLUFF POLICE OFFICERS ASSOCIATION,POLICE EE DUES,432; SHIFT CALENDARS, INC,DEPT. SUPPL.,38.58; SIMMONS OLSEN LAW FIRM, P.C.,CONTRACT,10995.6; SIMON CONTRACTORS,CONCRETE,3832.75; SNELL SERVICES INC.,EQUIP MAIN,1830; THE CHICAGO LUMBER COMPANY OF OMAHA INC,GRD MTC,80.95; TOMMY'S JOHNNYS INC,CON SRV,2785; TOTAL LANDSCAPE CONCEPTS,STRMWTR SUP,11.92; TRANS IOWA EQUIPMENT LLC,SWPR PARTS,1020.15; UNDERWRITERS LABORATORIES INC,LADDER TESTING,1783.3; UNIQUE MANAGEMENT SERVICES, INC,CONT. SRVCS,107.4; UNITED STATES WELDING, INC,EQUIPMENT MTNC,24.51; UPSTART ENTERPRISES, LLC,DEPT SUPPL,121.54; US BANK,BOND PAYT,574792.5; US BANK,EQP MTC,3375.79; VALLEY BANK & TRUST CO,BOND PAYT,55627.5; VAN DIEST SUPPLY COMPANY,GRD MTC,6097; VERIZON WIRELESS,CELL PHONES,408.68; W & R INC,ELECTRICAL MAINT,170.55; WELLS FARGO BANK N.A.,RETIREMENT,28582.21; WESTERN PATHOLOGY CONSULTANTS, INC,CONTRACT,253; WESTERN TRAVEL TERMINAL, LLC,VEHICLE MAINT,26; WIN INVESTMENTS INC,LODGING,205.52; YELLMAN, ABBIGAIL,REIMB SUP,14.98; YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE,FITNESS PROGRAM,1441.05; ZM LUMBER INC,DEP SUP,35.38; UTILITY REFUNDS: JODI LANG 15.20; TRI STATE ROOFING 14.37; MC LEE 21.77; JACOB LIVELY 7.83; ROBERTA VICHARRA 3.90; SARA CONRAD 11.41; LARRY OLIVAREZ 29.11.

Mr. Kuckkahn presented the lease agreement for a new postage machine at the Police Department, which is slightly less than the machine they currently have. Chief Spencer explained that the Police Department has their own postage machine because of the large volume of mail they send out, including evidence and to certify the chain of custody. It is time saving and more convenient to have one at their location. Moved by Council Member Hilyard, seconded by Council Member Gonzales, "to authorize the Mayor to sign a Lease Agreement for a new postage machine for the Police Department with MailFinance Inc.," "YEAS", Hilyard, Shaver, Gonzales, McCarthy and Meininger, "NAYS" None. Absent: None.

City Manager Kuckkahn presented the annual Equitable Sharing Agreement which allows the Police Department to retain the funds confiscated from illegal drug activity. Moved by Council Member Gonzales, seconded by Council Member Hilyard, "to approve the Equitable Sharing Agreement and

Certification for the Police Department and authorize the Mayor to execute the agreement," "YEAS", Hilyard, Shaver, Gonzales, McCarthy and Meininger, "NAYS" None. Absent: None.

Nathan Johnson, Assistant City Manager, presented an update on a new policy regarding a refuse drop-off option. He explained that effective January 1, 2015, residents will be able to take a car load, standard size pickup, or 4 x 8 trailer size load of refuse items to the Gering landfill once a month at no charge. This is a service provide to the Gering residents, and we would like to mirror that service. A punch card system will be included in the billing statement, which residents will need to present when taking items to the landfill.

Mr. Johnson explained that the added cost of this service is unknown at this time. It will be included in our regular tipping fee from the City of Gering. It should average out since the trash will either be taken by the residents at their convenience or placed in their dumpsters. Mr. Johnson added that he is working with Environmental Services on adding more neighborhood clean-up programs.

City Attorney Howard Olsen addressed the Council regarding the roles and responsibilities of the Mayor and Council. He explained that there are statutory requirements and Ordinances outlining the responsibilities of the Council. The first meeting in December will be the Reorganization meeting and the Mayor and Vice Mayor will be elected at that time. The Mayor presides over the Council and at ceremonial events as the head of the City, preserving decorum and order over the meeting. The Mayor also signs all resolutions, ordinances, minutes, contracts. The Vice –Mayor presides in the absence of the Mayor.

The statutory authority for the Council requires them to be the policy makers. State Statute §16-201 explains the broad powers of the council. As a City Manager form of government, the entire council has equal vote. The Council has the power to sue and be sued, power to sign contracts, buy and sell property, make leases, and receive gifts. They choose the City Manager, City Clerk and appoint the Civil Service Commission. Most importantly, they have budget control.

City Manager Kuckkahn added that because we have a City Manager form of government, the Council does not deal with personnel issues. This has never a problem and he has a deep respect of the Council for keeping that separation. Mr. Olsen added that the Council must stay out of administrative service but for requesting information.

Mayor Meininger commented that since 9/11, FEMA has requested that Council Members take the NIMS emergency response series. He asked if there are recommendations for time limits to complete these classes. Mr. Olsen suggested getting a recommendation from the Emergency Management Director, or developing a policy which sets time limits. He would suggest any new council members taking the classes as soon as possible.

Council Member Gonzales commented that he had asked for this item to be agenda to inform the council of duties and the time commitment for Mayor. Every person who serves as Mayor has different methods of management. It's important for the Council to consider what they want in a Mayor who represents the Council and the public. Mr. Olsen cautioned the Council that they can share information, but not to the point of making decisions outside of the council meeting. Doing the public's business can only be done during a public meeting.

Council reviewed the plans and specifications for the water main project along County Road 24. City Attorney Olsen had some concerns about the contract, which he relayed to the City Engineer, Dave Schaff. The first concern was that we are proceeding on the County Right of Way. It is good business to present this to the political entity and inform them of where the work is taking place, this has now been done.

The contract includes a clause from the International Associations of Engineers regarding any dispute that the engineer can't take care of, the mediation or arbitration can be handled by the American Arbitration Association. Mr. Olsen informed the Council that this just increases the cost on both sides of the project and is not necessary. These are issues the City Attorney's office can take care. He has eliminated that part of the contract and inserted appropriate language.

Mr. Olsen also noted that a clause was missing stating that the contractor will do the work in a workmanlike manner and done in comparison to other contractors doing similar work in similar localities. This clause has been added to the contract.

Moved by Council Member McCarthy, seconded by Council Member Hilyard, "to approve plans and specifications, as amended, for the Water Main Installation Project along CR 24 to the Waste Water Treatment Plant and authorize the City Clerk to advertise for bids to be received prior to 2:00 p.m. December 9, 2014.

Council introduced the Ordinance which was read by title on second reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF AMENDING SEWER USER FEES AT CHAPTER 6 ARTICLE 6, INCLUDING SURCHARGE FOR STORMWATER REGULATORY REQUIREMENTS, AMENDING AND CHANGING THE SOLID WASTE COLLECTION FEES AT CHAPTER 6 ARTICLE 6, AND WATER SERVICE FEES AT CHAPTER 6 ARTICLE 6, REPEALING PRIOR PROVISIONS OF THE MUNICIPAL CODE AND PROVIDING FOR AN EFFECTIVE DATE.**

Under Council reports, Mayor Meininger reported that he will be attending the 911 Task Force Meeting next week and the Homeland Security frequencies are being installed.

Moved by Council Member McCarthy, seconded by Council Member Hilyard, "to adjourn the meeting at 6:40 p.m.," "YEAS", Hilyard, McCarthy and Meininger, "NAYS" Shaver, Gonzales. Absent: None.

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Mayor

ATTEST:

____

City Clerk

City of Scottsbluff, Nebraska

Monday, December 1, 2014

Regular Meeting

Item Claims1

Regular claims

Staff Contact: Renae Griffiths, Finance Director

Expense Approval Report

By Vendor Name

Post Dates 11/18/2014 - 12/1/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: ACCELERATED RECEIVABLES SOLUTIONS					
Fund: 713 - CASH & INVESTMENT POOL					
Wage Attach	WAGE ATTACHMENT EE PAY				89.30
				Fund 713 - CASH & INVESTMENT POOL Total:	**89.30**
				Vendor ACCELERATED RECEIVABLES SOLUTIONS Total:	**89.30**
Vendor: ACTION COMMUNICATION INC.					
Fund: 111 - GENERAL					
VEH MAINT	VEHICLE MAINTENANCE				50.00
				Fund 111 - GENERAL Total:	**50.00**
				Vendor ACTION COMMUNICATION INC. Total:	**50.00**
Vendor: ALAMAR CORP					
Fund: 111 - GENERAL					
uniforms	UNIFORMS & CLOTHING				102.48
				Fund 111 - GENERAL Total:	**102.48**
				Vendor ALAMAR CORP Total:	**102.48**
Vendor: AMAZON.COM HEADQUARTERS					
Fund: 111 - GENERAL					
Bks & sups	DEPARTMENT SUPPLIES				64.25
Bks & sups	BOOKS				34.74
				Fund 111 - GENERAL Total:	**98.99**
Fund: 211 - REGIONAL LIBRARY					
Bks & sups	BOOKS				147.85
				Fund 211 - REGIONAL LIBRARY Total:	**147.85**
				Vendor AMAZON.COM HEADQUARTERS Total:	**246.84**
Vendor: BARCO MUNICIPAL PRODUCTS INC					
Fund: 212 - TRANSPORTATION					
SUPP	DEPARTMENT SUPPLIES				979.68
				Fund 212 - TRANSPORTATION Total:	**979.68**
				Vendor BARCO MUNICIPAL PRODUCTS INC Total:	**979.68**
Vendor: BIRUTA D. WALTON					
Fund: 621 - ENVIRONMENTAL SERVICES					
vehicle mtnc	VEHICLE MAINTENANCE				232.50
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**232.50**
				Vendor BIRUTA D. WALTON Total:	**232.50**
Vendor: BLUFFS SANITARY SUPPLY INC.					
Fund: 111 - GENERAL					
Dept Supp	DEPARTMENT SUPPLIES				100.00
Dept Supp	DEPARTMENT SUPPLIES				84.06
				Fund 111 - GENERAL Total:	**184.06**
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				95.58
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**95.58**
				Vendor BLUFFS SANITARY SUPPLY INC. Total:	**279.64**
Vendor: BOX ELDER VALLEY, INC					
Fund: 111 - GENERAL					
Small Capital	SMALL CAPITAL				7,309.90
				Fund 111 - GENERAL Total:	**7,309.90**
				Vendor BOX ELDER VALLEY, INC Total:	**7,309.90**

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: BRUCE ROLLS					
Fund: 111 - GENERAL					
UNF/CTH	UNIFORMS & CLOTHING				40.00
				Fund 111 - GENERAL Total:	**40.00**
				Vendor BRUCE ROLLS Total:	**40.00**
Vendor: CARR TRUMBULL LBR INC.					
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				142.07
DEPT SUP	DEPARTMENT SUPPLIES				13.04
DEPT SUP	DEPARTMENT SUPPLIES				24.50
DEPT SUP	DEPARTMENT SUPPLIES				818.00
DEPT SUP	DEPARTMENT SUPPLIES				28.53
DEPT SUP	DEPARTMENT SUPPLIES				120.56
DEPT SUP	DEPARTMENT SUPPLIES				33.77
				Fund 641 - WATER Total:	**1,180.47**
				Vendor CARR TRUMBULL LBR INC. Total:	**1,180.47**
Vendor: CHRIS REYES					
Fund: 111 - GENERAL					
DEPT SUPPL	DEPARTMENT SUPPLIES				175.00
				Fund 111 - GENERAL Total:	**175.00**
				Vendor CHRIS REYES Total:	**175.00**
Vendor: CITIBANK N.A.					
Fund: 111 - GENERAL					
shipping	POSTAGE				12.12
SHIPPING	POSTAGE				11.05
DEP SUP	DEPARTMENT SUPPLIES				22.48
DEP SUP	DEPARTMENT SUPPLIES				65.95
SHIPPING	POSTAGE				19.41
				Fund 111 - GENERAL Total:	**131.01**
Fund: 212 - TRANSPORTATION					
OFFICE SUPP	DEPARTMENT SUPPLIES				27.98
				Fund 212 - TRANSPORTATION Total:	**27.98**
				Vendor CITIBANK N.A. Total:	**158.99**
Vendor: 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 COLONIAL LIFE & ACCIDENT INSURANCE COMPANY Total:	**48.70**
Vendor: COMPUTER CONNECTION INC					
Fund: 111 - GENERAL					
DEPT SUPL	DEPARTMENT SUPPLIES				8,085.00
				Fund 111 - GENERAL Total:	**8,085.00**
				Vendor COMPUTER CONNECTION INC Total:	**8,085.00**
Vendor: CONSOLIDATED MANAGEMENT					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				60.25
SCHOOLS & CONF	SCHOOL & CONFERENCE				87.75
				Fund 111 - GENERAL Total:	**148.00**
				Vendor CONSOLIDATED MANAGEMENT Total:	**148.00**
Vendor: CONTRACTORS MATERIALS INC.					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				108.14
DEP SUP	DEPARTMENT SUPPLIES				16.85
				Fund 111 - GENERAL Total:	**124.99**

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				47.03
				Fund 641 - WATER Total:	**47.03**
				Vendor CONTRACTORS MATERIALS INC. Total:	**172.02**
Vendor: CREDIT MANAGEMENT SERVICES INC.					
Fund: 713 - CASH & INVESTMENT POOL					
Wage Attach	WAGE ATTACHMENT EE PAY				193.10
				Fund 713 - CASH & INVESTMENT POOL Total:	**193.10**
				Vendor CREDIT MANAGEMENT SERVICES INC. Total:	**193.10**
Vendor: CRESCENT ELECT. SUPPLY COMP INC					
Fund: 111 - GENERAL					
Dep supp	DEPARTMENT SUPPLIES				69.05
				Fund 111 - GENERAL Total:	**69.05**
Fund: 212 - TRANSPORTATION					
SUPP - BULBS	DEPARTMENT SUPPLIES				209.95
HEATER	DEPARTMENT SUPPLIES				52.49
				Fund 212 - TRANSPORTATION Total:	**262.44**
				Vendor CRESCENT ELECT. SUPPLY COMP INC Total:	**331.49**
Vendor: CYNTHIA GREEN					
Fund: 111 - GENERAL					
DEPT SUP	DEPARTMENT SUPPLIES				34.99
DEPT SUP	DEPARTMENT SUPPLIES				65.99
				Fund 111 - GENERAL Total:	**100.98**
				Vendor CYNTHIA GREEN Total:	**100.98**
Vendor: E-470 PUBLIC HIGHWAY AUTHORITY					
Fund: 111 - GENERAL					
SCH CON	SCHOOL & CONFERENCE				3.40
				Fund 111 - GENERAL Total:	**3.40**
				Vendor E-470 PUBLIC HIGHWAY AUTHORITY Total:	**3.40**
Vendor: ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC					
Fund: 111 - GENERAL					
DEPT EQPMNT MNTNCE	EQUIPMENT MAINTENANCE				400.00
				Fund 111 - GENERAL Total:	**400.00**
Fund: 213 - CEMETERY					
EQP MTC	EQUIPMENT MAINTENANCE				600.00
				Fund 213 - CEMETERY Total:	**600.00**
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				1,750.00
				Fund 631 - WASTEWATER Total:	**1,750.00**
Fund: 641 - WATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				1,750.00
				Fund 641 - WATER Total:	**1,750.00**
Fund: 721 - GIS SERVICES					
DEPT EQPMNT MNTNCE	EQUIPMENT MAINTENANCE				6,400.00
				Fund 721 - GIS SERVICES Total:	**6,400.00**
				Vendor ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC Total:	**10,900.00**
Vendor: FASTENAL COMPANY					
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				45.84
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**45.84**
				Vendor FASTENAL COMPANY Total:	**45.84**

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: FAT BOYS TIRE AND AUTO					
Fund: 212 - TRANSPORTATION					
GRADER TIRE REPAIR	EQUIPMENT MAINTENANCE				428.80
				Fund 212 - TRANSPORTATION Total:	**428.80**
				Vendor FAT BOYS TIRE AND AUTO Total:	**428.80**
Vendor: FEDERAL EXPRESS CORPORATION					
Fund: 111 - GENERAL					
FREIGHT	POSTAGE				50.63
				Fund 111 - GENERAL Total:	**50.63**
Fund: 631 - WASTEWATER					
POSTAGE	POSTAGE				177.77
				Fund 631 - WASTEWATER Total:	**177.77**
				Vendor FEDERAL EXPRESS CORPORATION Total:	**228.40**
Vendor: FLOYD'S TRUCK CENTER, INC					
Fund: 212 - TRANSPORTATION					
REPAIRS TO D. TRUCK	VEHICLE MAINTENANCE				111.00
				Fund 212 - TRANSPORTATION Total:	**111.00**
Fund: 621 - ENVIRONMENTAL SERVICES					
vehicle mtnc	VEHICLE MAINTENANCE				58.51
vehicle mtnc	VEHICLE MAINTENANCE				111.13
vehicle mtnc	VEHICLE MAINTENANCE				62.27
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**231.91**
				Vendor FLOYD'S TRUCK CENTER, INC Total:	**342.91**
Vendor: FRANK IMPLEMENT CO					
Fund: 111 - GENERAL					
EQP MTC	EQUIPMENT MAINTENANCE				57.12
				Fund 111 - GENERAL Total:	**57.12**
				Vendor FRANK IMPLEMENT CO Total:	**57.12**
Vendor: GENERAL ELECTRIC CAPITAL CORPORATION					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				35.97
Dept Supp	DEPARTMENT SUPPLIES				7.97
Dept Supp	DEPARTMENT SUPPLIES				53.88
				Fund 111 - GENERAL Total:	**97.82**
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				73.35
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**73.35**
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				198.47
DEPT SUP	DEPARTMENT SUPPLIES				34.18
				Fund 641 - WATER Total:	**232.65**
				Vendor GENERAL ELECTRIC CAPITAL CORPORATION Total:	**403.82**
Vendor: GENERAL TRAFFIC CONTROLS, INC					
Fund: 212 - TRANSPORTATION					
TRAFFIC SIGNAL SUPP - RELAY	DEPARTMENT SUPPLIES				105.36
				Fund 212 - TRANSPORTATION Total:	**105.36**
				Vendor GENERAL TRAFFIC CONTROLS, INC Total:	**105.36**
Vendor: H D SUPPLY WATERWORKS LTD					
Fund: 641 - WATER					
METERS	METERS				5,665.35
METERS	METERS				1,033.90
METERS	METERS				11,450.97

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
METERS	METERS				3,816.99
				Fund 641 - WATER Total:	**21,967.21**
				Vendor H D SUPPLY WATERWORKS LTD Total:	**21,967.21**
Vendor: HEILBRUN'S INC.					
Fund: 111 - GENERAL					
supplies	DEPARTMENT SUPPLIES				211.80
				Fund 111 - GENERAL Total:	**211.80**
Fund: 212 - TRANSPORTATION					
PARTS - FILTER	VEHICLE MAINTENANCE				12.50
SUPP	DEPARTMENT SUPPLIES				8.77
PARTS FOR SWEEPER	EQUIPMENT MAINTENANCE				25.00
PARTS FOR SWEEPER	EQUIPMENT MAINTENANCE				120.28
PARTS - SWITCH	VEHICLE MAINTENANCE				11.52
PARTS	EQUIPMENT MAINTENANCE				307.51
HYD. OIL	OIL & ANTIFREEZE				411.84
SUPP	DEPARTMENT SUPPLIES				459.00
PARTS FOR D. TRUCK	VEHICLE MAINTENANCE				435.71
PARTS FOR D. TRUCK	VEHICLE MAINTENANCE				41.80
PARTS	VEHICLE MAINTENANCE				-12.50
				Fund 212 - TRANSPORTATION Total:	**1,821.43**
				Vendor HEILBRUN'S INC. Total:	**2,033.23**
Vendor: HOME DEPOT CREDIT SERVICES					
Fund: 111 - GENERAL					
tool cabinet	DEPARTMENT SUPPLIES				608.29
				Fund 111 - GENERAL Total:	**608.29**
				Vendor HOME DEPOT CREDIT SERVICES Total:	**608.29**
Vendor: HULLINGER GLASS & LOCKS INC.					
Fund: 111 - GENERAL					
BLD MTC	BUILDING MAINTENANCE				63.50
BLD MTC	BUILDING MAINTENANCE				63.50
				Fund 111 - GENERAL Total:	**127.00**
				Vendor HULLINGER GLASS & LOCKS INC. Total:	**127.00**
Vendor: HYDROTEX					
Fund: 212 - TRANSPORTATION					
POWER KLEEN	DEPARTMENT SUPPLIES				325.61
				Fund 212 - TRANSPORTATION Total:	**325.61**
				Vendor HYDROTEX Total:	**325.61**
Vendor: ICC CERTIFICATION SERVICES					
Fund: 111 - GENERAL					
DEPT MMBRSHP	MEMBERSHIPS				125.00
				Fund 111 - GENERAL Total:	**125.00**
				Vendor ICC CERTIFICATION SERVICES Total:	**125.00**
Vendor: ICMA RETIREMENT TRUST-457					
Fund: 713 - CASH & INVESTMENT POOL					
Def Comp	DEFERRED COMP EE PAY				1,325.14
				Fund 713 - CASH & INVESTMENT POOL Total:	**1,325.14**
				Vendor ICMA RETIREMENT TRUST-457 Total:	**1,325.14**
Vendor: IDEAL LAUNDRY AND CLEANERS, INC.					
Fund: 111 - GENERAL					
JAN SUP	JANITORIAL SUPPLIES				28.44
				Fund 111 - GENERAL Total:	**28.44**
Fund: 212 - TRANSPORTATION					
SUPP	DEPARTMENT SUPPLIES				68.13
SUPP	DEPARTMENT SUPPLIES				43.53
				Fund 212 - TRANSPORTATION Total:	**111.66**

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				22.49
				Fund 641 - WATER Total:	**22.49**
				Vendor IDEAL LAUNDRY AND CLEANERS, INC. Total:	**172.12**
Vendor: INDEPENDENT PLUMBING AND HEATING, INC					
Fund: 212 - TRANSPORTATION					
BUILD. MAIN.	BUILDING MAINTENANCE				313.97
BUILD. MAIN.	BUILDING MAINTENANCE				152.10
				Fund 212 - TRANSPORTATION Total:	**466.07**
				Vendor INDEPENDENT PLUMBING AND HEATING, INC Total:	**466.07**
Vendor: INTERNAL REVENUE SERVICE					
Fund: 713 - CASH & INVESTMENT POOL					
W/H taxes	MEDICARE W/H EE PAYABLE				3,663.95
W/H taxes	FICA W/H EE PAYABLE				13,390.29
W/H taxes	FED W/H EE PAYABLE				26,386.43
W/H taxes	MEDICARE W/H ER PAYABLE				3,663.95
W/H taxes	FICA W/H ER PAYABLE				13,390.29
				Fund 713 - CASH & INVESTMENT POOL Total:	**60,494.91**
				Vendor INTERNAL REVENUE SERVICE Total:	**60,494.91**
Vendor: INVENTIVE WIRELESS OF NE, LLC					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				8.00
DEP SUP	DEPARTMENT SUPPLIES				8.00
				Fund 111 - GENERAL Total:	**16.00**
				Vendor INVENTIVE WIRELESS OF NE, LLC Total:	**16.00**
Vendor: JOHN DEERE FINANCIAL					
Fund: 212 - TRANSPORTATION					
CLOTHING	UNIFORMS & CLOTHING				79.99
CLOTHING	UNIFORMS & CLOTHING				79.99
SUPP	DEPARTMENT SUPPLIES				33.97
CLOTHING	UNIFORMS & CLOTHING				-79.99
				Fund 212 - TRANSPORTATION Total:	**113.96**
				Vendor JOHN DEERE FINANCIAL Total:	**113.96**
Vendor: JOHN DEERE FINANCIAL					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				19.99
UNF CTH	UNIFORMS & CLOTHING				116.76
UNF CTH	UNIFORMS & CLOTHING				36.78
EQP MTC	EQUIPMENT MAINTENANCE				35.97
BLD MTC	BUILDING MAINTENANCE				29.99
UNF CTH	UNIFORMS & CLOTHING				19.99
BLD MTC	BUILDING MAINTENANCE				13.98
				Fund 111 - GENERAL Total:	**273.46**
				Vendor JOHN DEERE FINANCIAL Total:	**273.46**
Vendor: JWC ENVIRONMENTAL,LLC					
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				365.17
				Fund 631 - WASTEWATER Total:	**365.17**
				Vendor JWC ENVIRONMENTAL,LLC Total:	**365.17**

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: KRIZ-DAVIS COMPANY					
Fund: 111 - GENERAL					
BLD MTC	BUILDING MAINTENANCE				38.03
				Fund 111 - GENERAL Total:	**38.03**
				Vendor KRIZ-DAVIS COMPANY Total:	**38.03**
Vendor: LOGAN CONTRACTORS SUPPLY INC					
Fund: 212 - TRANSPORTATION					
PARTS	EQUIPMENT MAINTENANCE				41.60
PARTS	EQUIPMENT MAINTENANCE				578.32
				Fund 212 - TRANSPORTATION Total:	**619.92**
				Vendor LOGAN CONTRACTORS SUPPLY INC Total:	**619.92**
Vendor: M.C. SCHAFF & ASSOCIATES, INC					
Fund: 213 - CEMETERY					
CON SRV	CONTRACTUAL SERVICES				1,710.00
				Fund 213 - CEMETERY Total:	**1,710.00**
				Vendor M.C. SCHAFF & ASSOCIATES, INC Total:	**1,710.00**
Vendor: MADER, PERRY					
Fund: 111 - GENERAL					
SCH CON	SCHOOL & CONFERENCE				177.73
SCH CON	SCHOOL & CONFERENCE				82.87
				Fund 111 - GENERAL Total:	**260.60**
				Vendor MADER, PERRY Total:	**260.60**
Vendor: MAILFINANCE INC					
Fund: 111 - GENERAL					
Equip Lease	RENT-MACHINES				106.76
				Fund 111 - GENERAL Total:	**106.76**
				Vendor MAILFINANCE INC Total:	**106.76**
Vendor: MARIE'S EMBROIDERY					
Fund: 111 - GENERAL					
UNIFORMS	UNIFORMS & CLOTHING				12.00
				Fund 111 - GENERAL Total:	**12.00**
				Vendor MARIE'S EMBROIDERY Total:	**12.00**
Vendor: MENARDS, INC					
Fund: 111 - GENERAL					
BLD MTC	BUILDING MAINTENANCE				16.02
DEP SUP	DEPARTMENT SUPPLIES				179.99
Grnds Maint	GROUNDS MAINTENANCE				23.94
				Fund 111 - GENERAL Total:	**219.95**
Fund: 212 - TRANSPORTATION					
SUPP	DEPARTMENT SUPPLIES				179.95
SUPP	DEPARTMENT SUPPLIES				96.94
SUPP	DEPARTMENT SUPPLIES				23.58
				Fund 212 - TRANSPORTATION Total:	**300.47**
Fund: 213 - CEMETERY					
BLD MTC	BUILDING MAINTENANCE				1,276.82
DEP SUP	DEPARTMENT SUPPLIES				24.04
DEP SUP	DEPARTMENT SUPPLIES				109.78
				Fund 213 - CEMETERY Total:	**1,410.64**
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				299.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**299.00**
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				13.98
DEPT SUP	DEPARTMENT SUPPLIES				14.73
				Fund 631 - WASTEWATER Total:	**28.71**

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				218.33
DEPT SUP	DEPARTMENT SUPPLIES				80.13
DEPT SUP	DEPARTMENT SUPPLIES				7.23
DEPT SUP	DEPARTMENT SUPPLIES				96.16
				Fund 641 - WATER Total:	**401.85**
				Vendor MENARDS, INC Total:	**2,660.62**
Vendor: NATALIE CERVANTES GARCIA					
Fund: 111 - GENERAL					
Witness Fees	LEGAL FEES				23.26
				Fund 111 - GENERAL Total:	**23.26**
				Vendor NATALIE CERVANTES GARCIA Total:	**23.26**
Vendor: NE CHILD SUPPORT PAYMENT CENTER					
Fund: 713 - CASH & INVESTMENT POOL					
NE CHILD SUPPORT PYBLE	CHILD SUPPORT EE PAY				2,298.81
				Fund 713 - CASH & INVESTMENT POOL Total:	**2,298.81**
				Vendor NE CHILD SUPPORT PAYMENT CENTER Total:	**2,298.81**
Vendor: NE DEPT OF ENVIRONMENTAL CONTROL					
Fund: 631 - WASTEWATER					
LOAN PAYMENTS	ADMIN COSTS & FEES				9,694.84
LOAN PAYMENTS	DEBT SERVICE-PRINCIPAL				282,655.41
LOAN PAYMENTS	DEBT SERVICE-INTEREST				40,289.94
				Fund 631 - WASTEWATER Total:	**332,640.19**
				Vendor NE DEPT OF ENVIRONMENTAL CONTROL Total:	**332,640.19**
Vendor: NE DEPT OF REVENUE					
Fund: 111 - GENERAL					
Sales & Use Tax	SALES TAX PAYABLE				137.35
				Fund 111 - GENERAL Total:	**137.35**
Fund: 641 - WATER					
Sales & Use Tax	SALES TAX PAYABLE				11,439.72
Sales & Use Tax	SALES TAX PAYABLE				9,426.51
Sales & Use Tax	DEPARTMENT SUPPLIES				32.70
				Fund 641 - WATER Total:	**20,898.93**
Fund: 661 - STORMWATER					
Sales & Use Tax	SALES TAX PAYABLE				72.97
				Fund 661 - STORMWATER Total:	**72.97**
				Vendor NE DEPT OF REVENUE Total:	**21,109.25**
Vendor: NE REC & PARKS ASSOC					
Fund: 111 - GENERAL					
SCH CON	SCHOOL & CONFERENCE				30.00
				Fund 111 - GENERAL Total:	**30.00**
				Vendor NE REC & PARKS ASSOC Total:	**30.00**
Vendor: NEBRASKA MACHINERY CO					
Fund: 621 - ENVIRONMENTAL SERVICES					
equip mtnc	EQUIPMENT MAINTENANCE				784.97
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**784.97**
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				505.00
				Fund 631 - WASTEWATER Total:	**505.00**
				Vendor NEBRASKA MACHINERY CO Total:	**1,289.97**
Vendor: NEBRASKA PUBLIC POWER DISTRICT					
Fund: 111 - GENERAL					
Electric	ELECTRICITY				26.41
				Fund 111 - GENERAL Total:	**26.41**

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 631 - WASTEWATER					
Electric	ELECTRIC POWER				142.34
Electric	ELECTRIC POWER				13,179.32
				Fund 631 - WASTEWATER Total:	**13,321.66**
Fund: 641 - WATER					
Electric	ELECTRIC POWER				4,240.38
Electric	ELECTRIC POWER				2,081.06
				Fund 641 - WATER Total:	**6,321.44**
				Vendor NEBRASKA PUBLIC POWER DISTRICT Total:	**19,669.51**
Vendor: NEBRASKALAND TIRE					
Fund: 111 - GENERAL					
VEH MTC	VEHICLE MAINTENANCE				529.60
VEH MTC	VEHICLE MAINTENANCE				661.92
VEH MTC	VEHICLE MAINTENANCE				487.00
				Fund 111 - GENERAL Total:	**1,678.52**
				Vendor NEBRASKALAND TIRE Total:	**1,678.52**
Vendor: NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF					
Fund: 111 - GENERAL					
GRD MTC	GROUNDS MAINTENANCE				136.09
GRD MTC	GROUNDS MAINTENANCE				6.86
				Fund 111 - GENERAL Total:	**142.95**
				Vendor NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF Total:	**142.95**
Vendor: PANHANDLE COOPERATIVE ASSOCIATION					
Fund: 111 - GENERAL					
fuel	GASOLINE				701.99
DEPT FUEL	GASOLINE				201.20
GASOLINE	GASOLINE				4,900.00
FUEL	GASOLINE				1,426.63
FUEL	GASOLINE				-56.82
FUEL	OTHER FUEL				2,555.50
FUEL	BUILDING MAINTENANCE				39.90
				Fund 111 - GENERAL Total:	**9,768.40**
Fund: 212 - TRANSPORTATION					
UNLEADED GASOLINE	GASOLINE				1,094.91
UNLEADED GASOLINE	OTHER FUEL				3,381.41
				Fund 212 - TRANSPORTATION Total:	**4,476.32**
Fund: 621 - ENVIRONMENTAL SERVICES					
gasoline	GASOLINE				8,084.81
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**8,084.81**
Fund: 641 - WATER					
FUEL	GASOLINE				1,830.55
FUEL	OTHER FUEL				197.19
FUEL	HEATING FUEL				68.58
				Fund 641 - WATER Total:	**2,096.32**
Fund: 661 - STORMWATER					
DEPT FUEL	GASOLINE				22.75
				Fund 661 - STORMWATER Total:	**22.75**
				Vendor PANHANDLE COOPERATIVE ASSOCIATION Total:	**24,448.60**
Vendor: PANHANDLE ENVIRONMENTAL SERVICES INC					
Fund: 641 - WATER					
SAMPLES	SAMPLES				132.00
				Fund 641 - WATER Total:	**132.00**
				Vendor PANHANDLE ENVIRONMENTAL SERVICES INC Total:	**132.00**

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: PANHANDLE HUMANE SOCIETY					
Fund: 111 - GENERAL					
Contrctl Svc	CONTRACTUAL SERVICES				4,964.31
				Fund 111 - GENERAL Total:	**4,964.31**
				Vendor PANHANDLE HUMANE SOCIETY Total:	**4,964.31**
Vendor: PELCO CORP					
Fund: 111 - GENERAL					
DEPT SUPL.	DEPARTMENT SUPPLIES				60.00
				Fund 111 - GENERAL Total:	**60.00**
				Vendor PELCO CORP Total:	**60.00**
Vendor: PLATTE VALLEY BANK					
Fund: 713 - CASH & INVESTMENT POOL					
HSA	HSA EE PAYABLE				11,625.96
HSA	HSA ER PAYABLE				2,475.00
				Fund 713 - CASH & INVESTMENT POOL Total:	**14,100.96**
				Vendor PLATTE VALLEY BANK Total:	**14,100.96**
Vendor: POSTMASTER					
Fund: 111 - GENERAL					
Pstg permit	POSTAGE				220.00
				Fund 111 - GENERAL Total:	**220.00**
Fund: 621 - ENVIRONMENTAL SERVICES					
Postage	POSTAGE				103.80
Postage	POSTAGE				94.92
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**198.72**
Fund: 631 - WASTEWATER					
Postage	POSTAGE				103.81
Postage	POSTAGE				94.91
				Fund 631 - WASTEWATER Total:	**198.72**
Fund: 641 - WATER					
Postage	POSTAGE				103.81
Postage	POSTAGE				94.91
				Fund 641 - WATER Total:	**198.72**
				Vendor POSTMASTER Total:	**816.16**
Vendor: PRO OVERHEAD DOOR					
Fund: 631 - WASTEWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				136.25
				Fund 631 - WASTEWATER Total:	**136.25**
				Vendor PRO OVERHEAD DOOR Total:	**136.25**
Vendor: REGANIS AUTO CENTER, INC					
Fund: 111 - GENERAL					
VEH MTC	VEHICLE MAINTENANCE				69.80
				Fund 111 - GENERAL Total:	**69.80**
				Vendor REGANIS AUTO CENTER, INC Total:	**69.80**
Vendor: REGION I OFFICE OF HUMAN DEVELOPMENT					
Fund: 621 - ENVIRONMENTAL SERVICES					
contractual services	CONTRACTUAL SERVICES				825.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**825.00**
				Vendor REGION I OFFICE OF HUMAN DEVELOPMENT Total:	**825.00**
Vendor: REGIONAL CARE INC					
Fund: 812 - HEALTH INSURANCE					
Med Claims	CLAIMS EXPENSE				26,163.20
Flex Claim	FLEXIBLE BENFT EXPENSES				100.00
				Fund 812 - HEALTH INSURANCE Total:	**26,263.20**
				Vendor REGIONAL CARE INC Total:	**26,263.20**

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: REGIONAL WEST MEDICAL CENTER					
Fund: 111 - GENERAL					
DEPT SUPL	CONTRACTUAL SERVICES				93.00
				Fund 111 - GENERAL Total:	**93.00**
				Vendor REGIONAL WEST MEDICAL CENTER Total:	**93.00**
Vendor: REGISTER OF DEEDS					
Fund: 111 - GENERAL					
DEPT SUP	DEPARTMENT SUPPLIES				10.00
				Fund 111 - GENERAL Total:	**10.00**
Fund: 213 - CEMETERY					
LEG FEE	LEGAL FEES				10.00
LEG FEE	LEGAL FEES				10.00
LEG FEE	LEGAL FEES				10.00
LEG FEE	LEGAL FEES				10.00
LEG FEE	LEGAL FEES				10.00
LEG FEE	LEGAL FEES				10.00
LEG FEE	LEGAL FEES				10.00
				Fund 213 - CEMETERY Total:	**70.00**
				Vendor REGISTER OF DEEDS Total:	**80.00**
Vendor: ROOSEVELT PUBLIC POWER DISTRICT					
Fund: 641 - WATER					
Electric	ELECTRIC POWER				1,767.41
				Fund 641 - WATER Total:	**1,767.41**
				Vendor ROOSEVELT PUBLIC POWER DISTRICT Total:	**1,767.41**
Vendor: RUSHMORE MEDIA COMPANY					
Fund: 661 - STORMWATER					
STRMWTR CNTRCL SRVCS	CONTRACTUAL SERVICES				300.00
STRMWTR CNTRCL SRVCS	CONTRACTUAL SERVICES				12.50
STRMWTR CNTRCL SRVCS	CONTRACTUAL SERVICES				12.50
				Fund 661 - STORMWATER Total:	**325.00**
				Vendor RUSHMORE MEDIA COMPANY Total:	**325.00**
Vendor: S M E C					
Fund: 713 - CASH & INVESTMENT POOL					
Emp Deductions	SMEC EE PAYABLE				226.00
				Fund 713 - CASH & INVESTMENT POOL Total:	**226.00**
				Vendor S M E C Total:	**226.00**
Vendor: SANDBERG IMPLEMENT, INC					
Fund: 111 - GENERAL					
EQP MTC	EQUIPMENT MAINTENANCE				273.42
				Fund 111 - GENERAL Total:	**273.42**
				Vendor SANDBERG IMPLEMENT, INC Total:	**273.42**
Vendor: SCB FIREFIGHTERS UNION LOCAL 1454					
Fund: 713 - CASH & INVESTMENT POOL					
FIRE EE DUES	FIRE UNION DUES EE PAY				210.00
				Fund 713 - CASH & INVESTMENT POOL Total:	**210.00**
				Vendor SCB FIREFIGHTERS UNION LOCAL 1454 Total:	**210.00**
Vendor: SCOTTSBLUFF BODY & PAINT, INC					
Fund: 215 - SPECIAL PROJECTS					
DEDUCTIBLE	INSURED REPAIRS/REPLACE				500.00
				Fund 215 - SPECIAL PROJECTS Total:	**500.00**
				Vendor SCOTTSBLUFF BODY & PAINT, INC Total:	**500.00**

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: SCOTTSBLUFF POLICE OFFICERS ASSOCIATION					
Fund: 713 - CASH & INVESTMENT POOL					
POLICE EE DUES	POL UNION DUES EE PAY				432.00
				Fund 713 - CASH & INVESTMENT POOL Total:	**432.00**
				Vendor SCOTTSBLUFF POLICE OFFICERS ASSOCIATION Total:	**432.00**
Vendor: SHERIFF'S OFFICE					
Fund: 111 - GENERAL					
Legal Fees	LEGAL FEES				352.30
				Fund 111 - GENERAL Total:	**352.30**
				Vendor SHERIFF'S OFFICE Total:	**352.30**
Vendor: SIMON CONTRACTORS					
Fund: 212 - TRANSPORTATION					
CONCRETE	STREET MAINTENANCE				206.00
CONCRETE	STREET MAINTENANCE				150.00
CONCRETE	STREET MAINTENANCE				708.75
CONCRETE	STREET MAINTENANCE				367.50
				Fund 212 - TRANSPORTATION Total:	**1,432.25**
				Vendor SIMON CONTRACTORS Total:	**1,432.25**
Vendor: SPECIAL INVESTIGATIONS					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				409.83
				Fund 111 - GENERAL Total:	**409.83**
				Vendor SPECIAL INVESTIGATIONS Total:	**409.83**
Vendor: STAN SCHNELL					
Fund: 111 - GENERAL					
Witness Fees	LEGAL FEES				64.64
				Fund 111 - GENERAL Total:	**64.64**
				Vendor STAN SCHNELL Total:	**64.64**
Vendor: STATE HEALTH LAB					
Fund: 641 - WATER					
SAMPLES	SAMPLES				3,570.00
				Fund 641 - WATER Total:	**3,570.00**
				Vendor STATE HEALTH LAB Total:	**3,570.00**
Vendor: STATE OF NE.					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				315.00
				Fund 111 - GENERAL Total:	**315.00**
				Vendor STATE OF NE. Total:	**315.00**
Vendor: STATE OF NEBR					
Fund: 111 - GENERAL					
Monthly Long Distance	TELEPHONE				6.59
Monthly Long Distance	TELEPHONE				10.92
Monthly Long Distance	TELEPHONE				3.52
Monthly Long Distance	TELEPHONE				1.70
Monthly Long Distance	TELEPHONE				0.94
Monthly Long Distance	TELEPHONE				7.08
Monthly Long Distance	TELEPHONE				10.83
Monthly Long Distance	TELEPHONE				47.50
Monthly Long Distance	TELEPHONE				13.57
Monthly Long Distance	TELEPHONE				3.09
Monthly Long Distance	TELEPHONE				2.48
				Fund 111 - GENERAL Total:	**108.22**
Fund: 212 - TRANSPORTATION					
Monthly Long Distance	TELEPHONE				9.83
				Fund 212 - TRANSPORTATION Total:	**9.83**

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 213 - CEMETERY					
Monthly Long Distance	TELEPHONE				4.14
				Fund 213 - CEMETERY Total:	**4.14**
Fund: 621 - ENVIRONMENTAL SERVICES					
Monthly Long Distance	TELEPHONE				3.97
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**3.97**
Fund: 631 - WASTEWATER					
Monthly Long Distance	TELEPHONE				2.88
				Fund 631 - WASTEWATER Total:	**2.88**
Fund: 641 - WATER					
Monthly Long Distance	TELEPHONE				3.41
				Fund 641 - WATER Total:	**3.41**
Fund: 661 - STORMWATER					
Monthly Long Distance	TELEPHONE				2.77
				Fund 661 - STORMWATER Total:	**2.77**
Fund: 721 - GIS SERVICES					
Monthly Long Distance	TELEPHONE				1.43
				Fund 721 - GIS SERVICES Total:	**1.43**
				Vendor STATE OF NEBR Total:	**136.65**
Vendor: STATE OF NEBRASKA DEPT OF HEALTH					
Fund: 641 - WATER					
TRAINING	SCHOOL & CONFERENCE				200.00
LICENSE	LICENSE/PERMITS				115.00
LICENSE	LICENSE/PERMITS				150.00
				Fund 641 - WATER Total:	**465.00**
				Vendor STATE OF NEBRASKA DEPT OF HEALTH Total:	**465.00**
Vendor: SYLVIA ARRELLANO					
Fund: 111 - GENERAL					
Witness Fees	LEGAL FEES				23.26
				Fund 111 - GENERAL Total:	**23.26**
				Vendor SYLVIA ARRELLANO Total:	**23.26**
Vendor: TERRY D SCOTT					
Fund: 111 - GENERAL					
VEH MTC	VEHICLE MAINTENANCE				464.43
VEH MTC	VEHICLE MAINTENANCE				46.21
VEH MTC	VEHICLE MAINTENANCE				44.20
VEH MTC	VEHICLE MAINTENANCE				44.20
VEH MTC	VEHICLE MAINTENANCE				42.14
				Fund 111 - GENERAL Total:	**641.18**
				Vendor TERRY D SCOTT Total:	**641.18**
Vendor: TOYOTA FINANCIAL SVCS					
Fund: 111 - GENERAL					
DEC 14 HIDTA CAR LEASE	RENT-MACHINES				383.99
				Fund 111 - GENERAL Total:	**383.99**
				Vendor TOYOTA FINANCIAL SVCS Total:	**383.99**
Vendor: TRANS IOWA EQUIPMENT LLC					
Fund: 212 - TRANSPORTATION					
PARTS FOR SWEEPER	EQUIPMENT MAINTENANCE				144.76
				Fund 212 - TRANSPORTATION Total:	**144.76**
				Vendor TRANS IOWA EQUIPMENT LLC Total:	**144.76**
Vendor: TYLER TECHNOLOGIES, INC					
Fund: 111 - GENERAL					
FEES	CONTRACTUAL SERVICES				87.00
				Fund 111 - GENERAL Total:	**87.00**

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 621 - ENVIRONMENTAL SERVICES					
FEES	CONTRACTUAL SERVICES				87.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**87.00**
Fund: 631 - WASTEWATER					
FEES	CONTRACTUAL SERVICES				87.00
				Fund 631 - WASTEWATER Total:	**87.00**
Fund: 641 - WATER					
FEES	CONTRACTUAL SERVICES				87.00
				Fund 641 - WATER Total:	**87.00**
				Vendor TYLER TECHNOLOGIES, INC Total:	**348.00**
Vendor: UPSTART ENTERPRISES, LLC					
Fund: 111 - GENERAL					
DEPT SUPPL	DEPARTMENT SUPPLIES				90.58
DEP SUP	DEPARTMENT SUPPLIES				26.19
				Fund 111 - GENERAL Total:	**116.77**
				Vendor UPSTART ENTERPRISES, LLC Total:	**116.77**
Vendor: US BANK					
Fund: 212 - TRANSPORTATION					
BOND PAYT	DEBT SERVICE-PRINCIPAL				235,000.00
BOND PAYT	DEBT SERVICE-INTEREST				3,672.50
				Fund 212 - TRANSPORTATION Total:	**238,672.50**
				Vendor US BANK Total:	**238,672.50**
Vendor: WELLS FARGO BANK, N.A.					
Fund: 713 - CASH & INVESTMENT POOL					
Retirement	REGULAR RETIRE EE PAY				7,006.50
Retirement	RETIRE FIRE EE PAYABLE				2,689.71
Retirement	RETIRE POLICE EE PAY				4,400.98
Retirement	REGULAR RETIRE ER PAY				6,667.14
Retirement	RETIRE-FIRE ER PAYABLE				4,649.46
Retirement	RETIRE-POLICE ER PAY				4,349.73
				Fund 713 - CASH & INVESTMENT POOL Total:	**29,763.52**
				Vendor WELLS FARGO BANK, N.A. Total:	**29,763.52**
Vendor: WIN INVESTMENTS INC					
Fund: 631 - WASTEWATER					
CONFERENCE	SCHOOL & CONFERENCE				179.90
				Fund 631 - WASTEWATER Total:	**179.90**
				Vendor WIN INVESTMENTS INC Total:	**179.90**
Vendor: WYOMING FIRST AID & SAFETY SUPPLY, LLC					
Fund: 212 - TRANSPORTATION					
FIRST AID KIT SUPPLIES	DEPARTMENT SUPPLIES				86.85
				Fund 212 - TRANSPORTATION Total:	**86.85**
				Vendor WYOMING FIRST AID & SAFETY SUPPLY, LLC Total:	**86.85**
Vendor: YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE					
Fund: 111 - GENERAL					
Fitness Program	VOLUNTEER FIREMAN				126.00
Fitness Program	CONTRACTUAL SERVICES				472.50
				Fund 111 - GENERAL Total:	**598.50**
				Vendor YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE Total:	**598.50**
				Grand Total:	**858,571.31**

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	39,853.87	7,447.25
211 - REGIONAL LIBRARY	147.85	0.00
212 - TRANSPORTATION	250,496.89	0.00
213 - CEMETERY	3,804.31	0.00
215 - SPECIAL PROJECTS	500.00	0.00
621 - ENVIRONMENTAL SERVICES	10,962.65	198.72
631 - WASTEWATER	349,393.25	198.72
641 - WATER	61,141.93	21,097.65
661 - STORMWATER	423.49	72.97
713 - CASH & INVESTMENT POOL	109,182.44	109,182.44
721 - GIS SERVICES	6,401.43	0.00
812 - HEALTH INSURANCE	26,263.20	26,263.20
Grand Total:	**858,571.31**	**164,460.95**

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-21311	SALES TAX PAYABLE	137.35	137.35
111-52111-111	DEPARTMENT SUPPLIES	245.91	0.00
111-52111-113	DEPARTMENT SUPPLIES	60.00	0.00
111-52111-116	DEPARTMENT SUPPLIES	8,085.00	0.00
111-52111-121	DEPARTMENT SUPPLIES	127.83	0.00
111-52111-141	DEPARTMENT SUPPLIES	820.09	0.00
111-52111-142	DEPARTMENT SUPPLIES	265.58	0.00
111-52111-151	DEPARTMENT SUPPLIES	133.30	0.00
111-52111-171	DEPARTMENT SUPPLIES	364.79	0.00
111-52111-172	DEPARTMENT SUPPLIES	109.92	0.00
111-52121-171	JANITORIAL SUPPLIES	28.44	0.00
111-52164-141	VOLUNTEER FIREMAN	126.00	0.00
111-52181-141	UNIFORMS & CLOTHING	102.48	0.00
111-52181-142	UNIFORMS & CLOTHING	12.00	0.00
111-52181-171	UNIFORMS & CLOTHING	173.53	0.00
111-52181-172	UNIFORMS & CLOTHING	40.00	0.00
111-52222-151	BOOKS	34.74	0.00
111-52311-121	MEMBERSHIPS	125.00	0.00
111-52411-111	POSTAGE	220.00	0.00
111-52411-141	POSTAGE	12.12	0.00
111-52411-142	POSTAGE	81.09	0.00
111-52511-121	GASOLINE	201.20	0.00
111-52511-141	GASOLINE	701.99	0.00
111-52511-142	GASOLINE	4,900.00	0.00
111-52511-171	GASOLINE	1,369.81	0.00
111-52521-171	OTHER FUEL	2,555.50	0.00
111-53111-114	CONTRACTUAL SERVICES	93.00	0.00
111-53111-116	CONTRACTUAL SERVICES	87.00	0.00
111-53111-141	CONTRACTUAL SERVICES	472.50	0.00
111-53111-142	CONTRACTUAL SERVICES	5,689.14	0.00
111-53211-114	LEGAL FEES	352.30	0.00
111-53211-142	LEGAL FEES	111.16	0.00
111-53421-171	BUILDING MAINTENANCE	264.92	0.00
111-53441-121	EQUIPMENT MAINTENAN…	400.00	0.00
111-53441-171	EQUIPMENT MAINTENAN…	366.51	0.00
111-53451-142	VEHICLE MAINTENANCE	50.00	0.00
111-53451-171	VEHICLE MAINTENANCE	2,389.50	0.00
111-53471-171	GROUNDS MAINTENANCE	166.89	0.00
111-53511-171	ELECTRICITY	26.41	0.00
111-53561-111	TELEPHONE	6.59	0.00
111-53561-112	TELEPHONE	10.92	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53561-114	TELEPHONE	3.52	0.00
111-53561-115	TELEPHONE	1.70	0.00
111-53561-116	TELEPHONE	0.94	0.00
111-53561-121	TELEPHONE	7.08	0.00
111-53561-141	TELEPHONE	10.83	0.00
111-53561-142	TELEPHONE	47.50	0.00
111-53561-151	TELEPHONE	13.57	0.00
111-53561-171	TELEPHONE	3.09	0.00
111-53561-172	TELEPHONE	2.48	0.00
111-53631-111	RENT-MACHINES	106.76	0.00
111-53631-142	RENT-MACHINES	383.99	0.00
111-53711-142	SCHOOL & CONFERENCE	148.00	0.00
111-53711-171	SCHOOL & CONFERENCE	3.40	0.00
111-53711-172	SCHOOL & CONFERENCE	290.60	0.00
111-54111-171	SMALL CAPITAL	7,309.90	7,309.90
211-52222-151	BOOKS	147.85	0.00
212-52111-212	DEPARTMENT SUPPLIES	2,701.79	0.00
212-52181-212	UNIFORMS & CLOTHING	79.99	0.00
212-52511-212	GASOLINE	1,094.91	0.00
212-52521-212	OTHER FUEL	3,381.41	0.00
212-52531-212	OIL & ANTIFREEZE	411.84	0.00
212-53421-212	BUILDING MAINTENANCE	466.07	0.00
212-53441-212	EQUIPMENT MAINTENAN…	1,646.27	0.00
212-53451-212	VEHICLE MAINTENANCE	600.03	0.00
212-53491-212	STREET MAINTENANCE	1,432.25	0.00
212-53561-212	TELEPHONE	9.83	0.00
212-57110-212	DEBT SERVICE-PRINCIPAL	235,000.00	0.00
212-57115-212	DEBT SERVICE-INTEREST	3,672.50	0.00
213-52111-213	DEPARTMENT SUPPLIES	133.82	0.00
213-53111-213	CONTRACTUAL SERVICES	1,719.53	0.00
213-53211-213	LEGAL FEES	70.00	0.00
213-53421-213	BUILDING MAINTENANCE	1,276.82	0.00
213-53441-213	EQUIPMENT MAINTENAN…	600.00	0.00
213-53561-213	TELEPHONE	4.14	0.00
215-52931-111	INSURED REPAIRS/REPLA…	500.00	0.00
621-52111-621	DEPARTMENT SUPPLIES	513.77	0.00
621-52411-621	POSTAGE	198.72	198.72
621-52511-621	GASOLINE	8,084.81	0.00
621-53111-621	CONTRACTUAL SERVICES	912.00	0.00
621-53441-621	EQUIPMENT MAINTENAN…	784.97	0.00
621-53451-621	VEHICLE MAINTENANCE	464.41	0.00
621-53561-621	TELEPHONE	3.97	0.00
631-52111-631	DEPARTMENT SUPPLIES	28.71	0.00
631-52411-631	POSTAGE	376.49	198.72
631-53111-631	CONTRACTUAL SERVICES	223.25	0.00
631-53195-631	ADMIN COSTS & FEES	9,694.84	0.00
631-53441-631	EQUIPMENT MAINTENAN…	2,620.17	0.00
631-53531-631	ELECTRIC POWER	13,321.66	0.00
631-53561-631	TELEPHONE	2.88	0.00
631-53711-631	SCHOOL & CONFERENCE	179.90	0.00
631-57110-631	DEBT SERVICE-PRINCIPAL	282,655.41	0.00
631-57115-631	DEBT SERVICE-INTEREST	40,289.94	0.00
641-21311	SALES TAX PAYABLE	20,866.23	20,866.23
641-52111-641	DEPARTMENT SUPPLIES	1,894.70	32.70
641-52116-641	METERS	21,967.21	0.00
641-52117-641	SAMPLES	3,702.00	0.00
641-52411-641	POSTAGE	198.72	198.72
641-52511-641	GASOLINE	1,830.55	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
641-52521-641	OTHER FUEL	197.19	0.00
641-53111-641	CONTRACTUAL SERVICES	109.49	0.00
641-53441-641	EQUIPMENT MAINTENAN…	1,750.00	0.00
641-53521-641	HEATING FUEL	68.58	0.00
641-53531-641	ELECTRIC POWER	8,088.85	0.00
641-53561-641	TELEPHONE	3.41	0.00
641-53711-641	SCHOOL & CONFERENCE	200.00	0.00
641-59211-641	LICENSE/PERMITS	265.00	0.00
661-21311	SALES TAX PAYABLE	72.97	72.97
661-52511-661	GASOLINE	22.75	0.00
661-53111-661	CONTRACTUAL SERVICES	325.00	0.00
661-53561-661	TELEPHONE	2.77	0.00
713-21512	MEDICARE W/H EE PAYAB…	3,663.95	3,663.95
713-21513	FICA W/H EE PAYABLE	13,390.29	13,390.29
713-21514	FED W/H EE PAYABLE	26,386.43	26,386.43
713-21517	POL UNION DUES EE PAY	432.00	432.00
713-21518	FIRE UNION DUES EE PAY	210.00	210.00
713-21523	LIFE INS EE PAYABLE	22.75	22.75
713-21524	SMEC EE PAYABLE	226.00	226.00
713-21527	WAGE ATTACHMENT EE …	282.40	282.40
713-21528	REGULAR RETIRE EE PAY	7,006.50	7,006.50
713-21529	DEFERRED COMP EE PAY	1,325.14	1,325.14
713-21531	RETIRE FIRE EE PAYABLE	2,689.71	2,689.71
713-21533	RETIRE POLICE EE PAY	4,400.98	4,400.98
713-21534	DIS INC INS EE PAYABLE	25.95	25.95
713-21539	CHILD SUPPORT EE PAY	2,298.81	2,298.81
713-21541	HSA EE PAYABLE	11,625.96	11,625.96
713-21712	MEDICARE W/H ER PAYAB…	3,663.95	3,663.95
713-21713	FICA W/H ER PAYABLE	13,390.29	13,390.29
713-21728	REGULAR RETIRE ER PAY	6,667.14	6,667.14
713-21731	RETIRE-FIRE ER PAYABLE	4,649.46	4,649.46
713-21733	RETIRE-POLICE ER PAY	4,349.73	4,349.73
713-21741	HSA ER PAYABLE	2,475.00	2,475.00
721-53441-721	EQUIPMENT MAINTENAN…	6,400.00	0.00
721-53561-721	TELEPHONE	1.43	0.00
812-53862-112	CLAIMS EXPENSE	26,163.20	26,163.20
812-53863-112	FLEXIBLE BENFT EXPENSES	100.00	100.00
	Grand Total:	**858,571.31**	**164,460.95**

Project Account Summary

Project Account Key		Expense Amount	Payment Amount
None		857,712.79	164,460.95
1114252111		8.00	0.00
2118652931		500.00	0.00
6002053111		347.75	0.00
6002053561		2.77	0.00
	Grand Total:	**858,571.31**	**164,460.95**

Utility Refunds 12-1 Council Mtg

Refund Review

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Packet: UBPKT00613 – Refunds 5 UBPKT00612 Disconnect

Add | Edit | Delete

Account #	Status	Contact	Service Address	Refund Amount
045-3950-01	Inactive	RODNEY A MUTH	1214 E 11TH ST SCOTTSBLUFF NE 69361	0.62
015-6491-02	Inactive	OWEN ANDERSON	4105 AVE G SCOTTSBLUFF NE 69361	0.21
010-4062-01	Inactive	LORI L BROWN	2221 AVE F SCOTTSBLUFF NE 69361	11.53
080-6275-01	Inactive	FRED KRIEG	2210 3RD SPRINKLER SCOTTSBLUFF NE 69	0.78
Total				
4				$13.14

City of Scottsbluff, Nebraska

Monday, December 1, 2014

Regular Meeting

Item Finance1

Council to receive the September 2014 Financial Report.

Staff Contact: Renae Griffiths, Finance Director

City of Scottsbluff

Fund Equity in Cash
September 30, 2014

Fund	Fund #	2 YRS PRIOR September 30, 2012	PRIOR YEAR September 30, 2013	PRIOR MONTH August 31, 2014	CURRENT MONTH September 30, 2014
General	111	$ 3,336,121.31	$ 4,000,891.69	$ 3,744,938.24	$ 3,656,636.76
Regional Library	211	13,785.69	31,697.08	39,776.85	39,789.11
Transportation	212	2,187,324.88	1,973,718.62	1,738,199.09	1,910,373.51
Cemetery	213	13,311.48	22,861.82	(10,380.09)	30,444.17
Cemetery Perp Care	214	330,672.09	419,999.52	452,527.40	449,512.88
Special Projects	215	528,124.33	555,539.13	643,149.59	517,180.70
Business Improvement	216	116,702.68	147,256.66	186,430.38	189,758.20
Public Safety	218	379,555.87	357,313.26	229,533.91	286,430.41
Scb Industrial Sites	219	54,647.34	49,636.85	45,703.41	45,717.49
Keno	223	49,732.86	76,857.92	122,160.34	126,547.07
Economic Development	224	3,579,197.03	5,218,264.81	5,430,584.37	5,497,865.73
Mutual Fire Organization	225	305,558.96	397,801.42	474,768.48	474,647.51
Debt Service	311	4,041,327.23	4,168,326.99	3,778,191.02	3,916,495.59
TIF	321	470,557.95	387,295.44	163,089.36	179,757.63
CDBG	411	43,774.75	42,628.57	42,602.66	42,615.79
Leasing Corporation	412	7,605.87	7,620.23	7,616.85	7,619.20
Capital Projects	511	-	-	35,475.49	50,888.27
Environmental Services	621	510,110.77	595,117.94	384,183.10	415,114.77
Wastewater	631	2,292,162.13	2,000,822.87	1,749,447.84	1,882,887.43
Water	641	1,131,588.59	1,630,172.76	1,970,452.36	2,094,820.44
Electric	651	1,572,142.68	1,340,357.45	1,373,399.96	1,374,123.29
Stormwater	661	521,911.00	433,798.81	459,470.34	460,227.60
GIS	721	54,482.67	47,439.64	44,370.89	37,046.21
Unemployment Comp	811	27,080.98	53,194.80	68,225.87	68,246.89
Health Insurance	812	450,615.93	560,610.04	656,992.26	700,150.83
TOTAL		$ 22,018,095.07	$ 24,519,224.32	$ 23,830,909.97	$ 24,454,897.48

Budget Report
Group Summary
For Fiscal: 2013-2014 Period Ending: 09/30/2014

Categor…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 111 - GENERAL						
400 - Taxes	5,240,248.00	5,240,248.00	447,144.27	5,002,091.50	-238,156.50	4.54 %
412 - Intergovernmental	0.00	0.00	3,358.00	87,341.11	87,341.11	0.00 %
420 - Charges for Services	496,050.00	496,050.00	39,734.10	562,533.66	66,483.66	13.40 %
460 - Investment Income	11,000.00	11,000.00	1,126.50	10,368.44	-631.56	5.74 %
470 - Miscellaneous Revenues	42,500.00	42,500.00	3,374.77	86,253.04	43,753.04	102.95 %
480 - Other Financing Uses	2,885,220.00	2,885,220.00	0.00	2,825,899.27	-59,320.73	2.06 %
500 - Personnel	6,157,348.00	6,157,348.00	474,436.44	6,082,137.92	75,210.08	1.22 %
503 - Supplies	500,043.00	500,043.00	85,616.26	466,470.41	33,572.59	6.71 %
504 - Contract Services	1,660,869.00	1,660,869.00	133,560.97	1,574,569.48	86,299.52	5.20 %
550 - Capital Outlay	619,000.00	619,000.00	24,500.00	488,699.39	130,300.61	21.05 %
570 - Other Financing Uses	511,000.00	511,000.00	0.00	239,049.84	271,950.16	53.22 %
Fund: 111 - GENERAL Surplus (Deficit):	**-773,242.00**	**-773,242.00**	**-223,376.03**	**-276,440.02**	**496,801.98**	**64.25 %**
Fund: 211 - REGIONAL LIBRARY						
460 - Investment Income	120.00	120.00	12.26	106.17	-13.83	11.53 %
470 - Miscellaneous Revenues	1,000.00	1,000.00	0.00	27,982.06	26,982.06	2,698.21 %
503 - Supplies	15,750.00	15,750.00	357.00	18,898.05	-3,148.05	-19.99 %
504 - Contract Services	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
570 - Other Financing Uses	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
Fund: 211 - REGIONAL LIBRARY Surplus (Deficit):	**-27,630.00**	**-27,630.00**	**-344.74**	**9,190.18**	**36,820.18**	**133.26 %**
Fund: 212 - TRANSPORTATION						
400 - Taxes	2,630,209.00	2,630,209.00	325,927.17	2,567,299.33	-62,909.67	2.39 %
412 - Intergovernmental	0.00	0.00	0.00	14,250.05	14,250.05	0.00 %
420 - Charges for Services	2,500.00	2,500.00	1,162.50	1,303.00	-1,197.00	47.88 %
460 - Investment Income	7,500.00	7,500.00	588.53	4,717.71	-2,782.29	37.10 %
470 - Miscellaneous Revenues	25,000.00	25,000.00	274.00	29,255.37	4,255.37	17.02 %
500 - Personnel	950,700.00	950,700.00	62,051.40	899,069.38	51,630.62	5.43 %
503 - Supplies	291,170.00	291,170.00	24,083.39	229,493.24	61,676.76	21.18 %
504 - Contract Services	841,400.00	841,400.00	112,666.25	603,601.80	237,798.20	28.26 %
550 - Capital Outlay	660,000.00	660,000.00	176,810.83	541,732.11	118,267.89	17.92 %
560 - Debt Service	242,991.00	242,991.00	0.00	242,991.25	-0.25	0.00 %
570 - Other Financing Uses	152,000.00	152,000.00	75.00	49,055.01	102,944.99	67.73 %
Fund: 212 - TRANSPORTATION Surplus (Deficit):	**-473,052.00**	**-473,052.00**	**-47,734.67**	**50,882.67**	**523,934.67**	**110.76 %**
Fund: 213 - CEMETERY						
420 - Charges for Services	44,300.00	44,300.00	4,915.00	40,565.00	-3,735.00	8.43 %
460 - Investment Income	20.00	20.00	9.38	37.11	17.11	85.55 %
470 - Miscellaneous Revenues	41,000.00	41,000.00	3,335.00	42,018.67	1,018.67	2.48 %
480 - Other Financing Uses	148,000.00	148,000.00	46,530.00	146,480.00	-1,520.00	1.03 %
500 - Personnel	145,063.00	145,063.00	10,813.99	142,651.66	2,411.34	1.66 %
503 - Supplies	16,431.00	16,431.00	5,441.58	22,184.10	-5,753.10	-35.01 %
504 - Contract Services	25,008.00	25,008.00	2,425.15	18,294.48	6,713.52	26.85 %
550 - Capital Outlay	48,000.00	48,000.00	9,900.00	41,069.66	6,930.34	14.44 %
Fund: 213 - CEMETERY Surplus (Deficit):	**-1,182.00**	**-1,182.00**	**26,208.66**	**4,900.88**	**6,082.88**	**514.63 %**
Fund: 214 - CEMETARY PERPETUAL CARE						
400 - Taxes	159,000.00	159,000.00	41,577.01	156,600.32	-2,399.68	1.51 %
420 - Charges for Services	18,300.00	18,300.00	1,800.00	19,500.00	1,200.00	6.56 %
460 - Investment Income	1,400.00	1,400.00	138.47	1,225.61	-174.39	12.46 %
504 - Contract Services	250,000.00	250,000.00	0.00	0.00	250,000.00	100.00 %
570 - Other Financing Uses	148,000.00	148,000.00	46,530.00	146,480.00	1,520.00	1.03 %
Fund: 214 - CEMETARY PERPETUAL CARE Surplus (Deficit):	**-219,300.00**	**-219,300.00**	**-3,014.52**	**30,845.93**	**250,145.93**	**114.07 %**

Categor…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 215 - SPECIAL PROJECTS						
412 - Intergovernmental	0.00	0.00	6,820.36	80,793.69	80,793.69	0.00 %
420 - Charges for Services	0.00	0.00	800.00	16,215.00	16,215.00	0.00 %
450 - Contributions & Donations	0.00	0.00	0.00	35.00	35.00	0.00 %
460 - Investment Income	1,500.00	1,500.00	164.84	1,717.80	217.80	14.52 %
470 - Miscellaneous Revenues	500,000.00	500,000.00	31,573.50	49,289.08	-450,710.92	90.14 %
500 - Personnel	0.00	0.00	13,960.18	19,346.79	-19,346.79	0.00 %
503 - Supplies	500,000.00	500,000.00	213,497.42	235,351.61	264,648.39	52.93 %
504 - Contract Services	0.00	0.00	19,779.45	33,327.01	-33,327.01	0.00 %
Fund: 215 - SPECIAL PROJECTS Surplus (Deficit):	**1,500.00**	**1,500.00**	**-207,878.35**	**-139,974.84**	**-141,474.84**	**9,431.66 %**
Fund: 216 - BUSINESS IMPROVEMENT						
400 - Taxes	54,340.00	54,340.00	16,973.12	58,432.03	4,092.03	7.53 %
460 - Investment Income	500.00	500.00	58.46	487.45	-12.55	2.51 %
500 - Personnel	11,085.00	11,085.00	3,745.34	3,745.34	7,339.66	66.21 %
503 - Supplies	100.00	100.00	10,591.50	10,591.50	-10,491.50	-10,491.50 %
504 - Contract Services	4,100.00	4,100.00	4,966.34	7,084.54	-2,984.54	-72.79 %
550 - Capital Outlay	55,000.00	55,000.00	0.00	0.00	55,000.00	100.00 %
570 - Other Financing Uses	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
Fund: 216 - BUSINESS IMPROVEMENT Surplus (Deficit):	**-65,445.00**	**-65,445.00**	**-2,271.60**	**37,498.10**	**102,943.10**	**157.30 %**
Fund: 218 - PUBLIC SAFETY						
400 - Taxes	236,000.00	236,000.00	54,204.76	209,054.72	-26,945.28	11.42 %
460 - Investment Income	1,200.00	1,200.00	88.24	702.10	-497.90	41.49 %
503 - Supplies	31,000.00	31,000.00	-8,793.16	38,871.51	-7,871.51	-25.39 %
550 - Capital Outlay	130,000.00	130,000.00	8,564.31	101,304.23	28,695.77	22.07 %
560 - Debt Service	67,122.00	67,122.00	0.00	67,121.25	0.75	0.00 %
570 - Other Financing Uses	150,000.00	150,000.00	0.00	16,596.91	133,403.09	88.94 %
Fund: 218 - PUBLIC SAFETY Surplus (Deficit):	**-140,922.00**	**-140,922.00**	**54,521.85**	**-14,137.08**	**126,784.92**	**89.97 %**
Fund: 219 - INDUSTRIAL SITES						
460 - Investment Income	250.00	250.00	14.08	139.07	-110.93	44.37 %
470 - Miscellaneous Revenues	5,000.00	5,000.00	0.00	0.00	-5,000.00	100.00 %
503 - Supplies	3,000.00	3,000.00	0.00	2,441.21	558.79	18.63 %
504 - Contract Services	57,692.00	57,692.00	0.00	1,458.25	56,233.75	97.47 %
Fund: 219 - INDUSTRIAL SITES Surplus (Deficit):	**-55,442.00**	**-55,442.00**	**14.08**	**-3,760.39**	**51,681.61**	**93.22 %**
Fund: 223 - KENO						
412 - Intergovernmental	0.00	0.00	0.00	837.45	837.45	0.00 %
460 - Investment Income	300.00	300.00	38.99	290.43	-9.57	3.19 %
470 - Miscellaneous Revenues	60,000.00	60,000.00	4,347.74	61,342.15	1,342.15	2.24 %
503 - Supplies	71,000.00	71,000.00	0.00	8,648.75	62,351.25	87.82 %
504 - Contract Services	0.00	0.00	534.91	2,514.70	-2,514.70	0.00 %
Fund: 223 - KENO Surplus (Deficit):	**-10,700.00**	**-10,700.00**	**3,851.82**	**51,306.58**	**62,006.58**	**579.50 %**
Fund: 224 - ECONOMIC DEVELOPMENT						
400 - Taxes	1,012,475.00	1,012,475.00	83,809.82	945,603.60	-66,871.40	6.60 %
460 - Investment Income	17,000.00	17,000.00	1,693.73	15,228.40	-1,771.60	10.42 %
470 - Miscellaneous Revenues	0.00	0.00	3,247.28	38,965.91	38,965.91	0.00 %
503 - Supplies	750.00	750.00	16.79	112.14	637.86	85.05 %
504 - Contract Services	4,090,000.00	4,090,000.00	38,066.68	713,802.50	3,376,197.50	82.55 %
Fund: 224 - ECONOMIC DEVELOPMENT Surplus (Deficit):	**-3,061,275.00**	**-3,061,275.00**	**50,667.36**	**285,883.27**	**3,347,158.27**	**109.34 %**
Fund: 225 - MUTUAL FIRE						
460 - Investment Income	1,500.00	1,500.00	146.22	1,296.01	-203.99	13.60 %
470 - Miscellaneous Revenues	90,200.00	90,200.00	0.00	88,858.63	-1,341.37	1.49 %
503 - Supplies	10,000.00	10,000.00	1,267.19	9,880.55	119.45	1.19 %
570 - Other Financing Uses	400,000.00	400,000.00	0.00	0.00	400,000.00	100.00 %
Fund: 225 - MUTUAL FIRE Surplus (Deficit):	**-318,300.00**	**-318,300.00**	**-1,120.97**	**80,274.09**	**398,574.09**	**125.22 %**
Fund: 311 - DEBT SERVICE						
400 - Taxes	687,142.00	687,142.00	171,970.69	641,199.76	-45,942.24	6.69 %
460 - Investment Income	15,500.00	15,500.00	1,206.55	10,457.47	-5,042.53	32.53 %

Categor…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
470 - Miscellaneous Revenues	68,000.00	68,000.00	0.00	25,061.85	-42,938.15	63.14 %
480 - Other Financing Uses	1,000,000.00	1,000,000.00	24,340.00	24,340.00	-975,660.00	97.57 %
504 - Contract Services	8,500.00	8,500.00	0.00	6,693.00	1,807.00	21.26 %
560 - Debt Service	17,811.00	17,811.00	34,872.67	105,125.05	-87,314.05	-490.23 %
570 - Other Financing Uses	4,395,580.00	4,395,580.00	24,340.00	669,270.00	3,726,310.00	84.77 %
Fund: 311 - DEBT SERVICE Surplus (Deficit):	**-2,651,249.00**	**-2,651,249.00**	**138,304.57**	**-80,028.97**	**2,571,220.03**	**96.98 %**
Fund: 321 - TIF PROJECTS						
400 - Taxes	42,000.00	42,000.00	16,612.89	50,956.37	8,956.37	21.32 %
460 - Investment Income	1,600.00	1,600.00	55.38	717.48	-882.52	55.16 %
480 - Other Financing Uses	300,000.00	300,000.00	0.00	0.00	-300,000.00	100.00 %
503 - Supplies	0.00	0.00	0.00	102,908.99	-102,908.99	0.00 %
560 - Debt Service	391,745.00	391,745.00	0.00	143,318.21	248,426.79	63.42 %
570 - Other Financing Uses	300,000.00	300,000.00	0.00	0.00	300,000.00	100.00 %
Fund: 321 - TIF PROJECTS Surplus (Deficit):	**-348,145.00**	**-348,145.00**	**16,668.27**	**-194,553.35**	**153,591.65**	**44.12 %**
Fund: 411 - CDBG						
460 - Investment Income	180.00	180.00	13.13	121.90	-58.10	32.28 %
Fund: 411 - CDBG Total:	**180.00**	**180.00**	**13.13**	**121.90**	**-58.10**	**32.28 %**
Fund: 412 - LEASE CORPORATION						
460 - Investment Income	30.00	30.00	2.35	21.80	-8.20	27.33 %
480 - Other Financing Uses	644,580.00	644,580.00	0.00	644,580.00	0.00	0.00 %
560 - Debt Service	644,580.00	644,580.00	0.00	644,578.89	1.11	0.00 %
Fund: 412 - LEASE CORPORATION Surplus (Deficit):	**30.00**	**30.00**	**2.35**	**22.91**	**-7.09**	**23.63 %**
Fund: 511 - CAPITAL PROJECTS FUND						
400 - Taxes	50,000.00	50,000.00	15,397.10	50,833.52	833.52	1.67 %
460 - Investment Income	250.00	250.00	15.68	54.75	-195.25	78.10 %
Fund: 511 - CAPITAL PROJECTS FUND Total:	**50,250.00**	**50,250.00**	**15,412.78**	**50,888.27**	**638.27**	**1.27 %**
Fund: 621 - ENVIRONMENTAL SERVICES						
420 - Charges for Services	2,293,050.00	2,293,050.00	246,570.88	2,404,194.35	111,144.35	4.85 %
460 - Investment Income	1,400.00	1,400.00	127.88	1,112.33	-287.67	20.55 %
470 - Miscellaneous Revenues	0.00	0.00	0.00	2,068.00	2,068.00	0.00 %
500 - Personnel	1,099,227.00	1,099,227.00	81,390.90	1,070,689.41	28,537.59	2.60 %
503 - Supplies	218,040.00	218,040.00	42,634.36	198,665.67	19,374.33	8.89 %
504 - Contract Services	689,517.00	689,517.00	107,388.03	699,604.19	-10,087.19	-1.46 %
550 - Capital Outlay	550,000.00	550,000.00	0.00	322,499.00	227,501.00	41.36 %
570 - Other Financing Uses	55,500.00	55,500.00	75.00	55,055.00	445.00	0.80 %
Fund: 621 - ENVIRONMENTAL SERVICES Surplus (Deficit):	**-317,834.00**	**-317,834.00**	**15,210.47**	**60,861.41**	**378,695.41**	**119.15 %**
Fund: 631 - WASTEWATER						
412 - Intergovernmental	0.00	0.00	0.00	67,157.00	67,157.00	0.00 %
420 - Charges for Services	2,604,721.00	2,604,721.00	327,379.10	2,637,240.27	32,519.27	1.25 %
440 - Rents	300.00	300.00	0.00	300.00	0.00	0.00 %
460 - Investment Income	10,000.00	10,000.00	580.06	5,415.57	-4,584.43	45.84 %
470 - Miscellaneous Revenues	0.00	0.00	3,151.75	14,281.25	14,281.25	0.00 %
500 - Personnel	846,464.00	846,464.00	67,340.42	822,621.96	23,842.04	2.82 %
503 - Supplies	121,210.00	121,210.00	15,666.81	81,886.99	39,323.01	32.44 %
504 - Contract Services	443,329.00	443,329.00	71,641.59	408,250.25	35,078.75	7.91 %
550 - Capital Outlay	1,128,000.00	1,128,000.00	80,928.74	744,220.31	383,779.69	34.02 %
560 - Debt Service	645,891.00	645,891.00	0.00	645,890.71	0.29	0.00 %
570 - Other Financing Uses	241,500.00	241,500.00	75.00	141,054.98	100,445.02	41.59 %
Fund: 631 - WASTEWATER Surplus (Deficit):	**-811,373.00**	**-811,373.00**	**95,458.35**	**-119,531.11**	**691,841.89**	**85.27 %**
Fund: 641 - WATER						
420 - Charges for Services	1,810,172.00	1,810,172.00	312,670.20	1,959,754.42	149,582.42	8.26 %
440 - Rents	18,096.00	18,096.00	2,758.00	19,246.00	1,150.00	6.35 %
460 - Investment Income	6,724.00	6,724.00	645.35	5,138.83	-1,585.17	23.57 %
470 - Miscellaneous Revenues	5,000.00	5,000.00	13,357.46	26,929.01	21,929.01	438.58 %
500 - Personnel	763,259.00	763,259.00	57,967.07	744,831.59	18,427.41	2.41 %
503 - Supplies	317,455.00	317,455.00	48,448.77	286,979.01	30,475.99	9.60 %

Categor…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
504 - Contract Services	315,364.00	315,364.00	127,484.98	368,980.88	-53,616.88	-17.00 %
550 - Capital Outlay	896,000.00	896,000.00	16,118.34	40,929.59	855,070.41	95.43 %
570 - Other Financing Uses	177,000.00	177,000.00	75.00	79,055.03	97,944.97	55.34 %
Fund: 641 - WATER Surplus (Deficit):	**-629,086.00**	**-629,086.00**	**79,336.85**	**490,292.16**	**1,119,378.16**	**177.94 %**
Fund: 651 - ELECTRIC						
460 - Investment Income	13,000.00	13,000.00	723.33	8,116.23	-4,883.77	37.57 %
470 - Miscellaneous Revenues	2,738,220.00	2,738,220.00	0.00	2,678,899.27	-59,320.73	2.17 %
503 - Supplies	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
570 - Other Financing Uses	3,458,220.00	3,458,220.00	0.00	2,648,899.27	809,320.73	23.40 %
Fund: 651 - ELECTRIC Surplus (Deficit):	**-708,000.00**	**-708,000.00**	**723.33**	**38,116.23**	**746,116.23**	**105.38 %**
Fund: 661 - STORMWATER						
412 - Intergovernmental	22,930.00	22,930.00	0.00	22,930.00	0.00	0.00 %
420 - Charges for Services	19,400.00	19,400.00	2,207.05	19,541.45	141.45	0.73 %
460 - Investment Income	2,000.00	2,000.00	141.78	1,288.43	-711.57	35.58 %
470 - Miscellaneous Revenues	5,000.00	5,000.00	0.00	14,735.47	9,735.47	194.71 %
480 - Other Financing Uses	50,000.00	50,000.00	0.00	50,000.00	0.00	0.00 %
503 - Supplies	29,519.00	29,519.00	11,060.23	29,394.22	124.78	0.42 %
504 - Contract Services	77,055.00	77,055.00	12,068.25	48,784.96	28,270.04	36.69 %
550 - Capital Outlay	50,000.00	50,000.00	0.00	15,081.77	34,918.23	69.84 %
570 - Other Financing Uses	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00 %
Fund: 661 - STORMWATER Surplus (Deficit):	**-87,244.00**	**-87,244.00**	**-20,779.65**	**15,234.40**	**102,478.40**	**117.46 %**
Fund: 713 - CASH & INVESTMENT POOL						
470 - Miscellaneous Revenues	0.00	0.00	23.94	0.00	0.00	0.00 %
Fund: 713 - CASH & INVESTMENT POOL Total:	**0.00**	**0.00**	**23.94**	**0.00**	**0.00**	**0.00 %**
Fund: 721 - GIS SERVICES						
460 - Investment Income	240.00	240.00	11.41	133.78	-106.22	44.26 %
470 - Miscellaneous Revenues	0.00	0.00	0.00	100.00	100.00	0.00 %
480 - Other Financing Uses	120,000.00	120,000.00	300.00	108,220.02	-11,779.98	9.82 %
500 - Personnel	74,492.00	74,492.00	5,774.02	73,977.35	514.65	0.69 %
503 - Supplies	6,550.00	6,550.00	0.00	3,000.00	3,550.00	54.20 %
504 - Contract Services	14,950.00	14,950.00	1,609.07	7,421.76	7,528.24	50.36 %
560 - Debt Service	37,000.00	37,000.00	300.00	34,220.02	2,779.98	7.51 %
Fund: 721 - GIS SERVICES Surplus (Deficit):	**-12,752.00**	**-12,752.00**	**-7,371.68**	**-10,165.33**	**2,586.67**	**20.28 %**
Fund: 811 - UNEMPLOYMENT COMP						
460 - Investment Income	30.00	30.00	21.02	157.76	127.76	425.87 %
470 - Miscellaneous Revenues	14,963.00	14,963.00	0.00	15,075.00	112.00	0.75 %
504 - Contract Services	50,000.00	50,000.00	0.00	29.08	49,970.92	99.94 %
Fund: 811 - UNEMPLOYMENT COMP Surplus (Deficit):	**-35,007.00**	**-35,007.00**	**21.02**	**15,203.68**	**50,210.68**	**143.43 %**
Fund: 812 - HEALTH INSURANCE						
460 - Investment Income	2,400.00	2,400.00	215.70	1,703.58	-696.42	29.02 %
470 - Miscellaneous Revenues	1,747,920.00	1,747,920.00	146,029.76	2,703,515.35	955,595.35	54.67 %
504 - Contract Services	1,882,350.00	1,882,350.00	103,824.12	2,564,079.18	-681,729.18	-36.22 %
Fund: 812 - HEALTH INSURANCE Surplus (Deficit):	**-132,030.00**	**-132,030.00**	**42,421.34**	**141,139.75**	**273,169.75**	**206.90 %**
Report Surplus (Deficit):	**-10,827,250.00**	**-10,827,250.00**	**24,967.96**	**524,071.32**	**11,351,321.32**	**104.84 %**

Budget Report

Account Summary

For Fiscal: 2013-2014 Period Ending: 09/30/2014

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 111 - GENERAL							
Revenue							
111-41111-000	PROPERTY TAX-GENERAL	175,000.00	175,000.00	50,064.91	160,505.05	-14,494.95	8.28%
111-41112-000	CITY SALES TAX	4,636,075.00	4,636,075.00	384,678.30	4,391,339.90	-244,735.10	5.28%
111-41115-000	FRANCHISE TAX	194,000.00	194,000.00	0.00	206,231.40	12,231.40	106.30%
111-41116-000	OTHER OCCUPATION TAX	23,000.00	23,000.00	150.00	23,220.00	220.00	100.96%
111-41116-111	OTHER OCCUPATION TAX	0.00	0.00	0.00	-5.00	-5.00	0.00%
111-41116-115	OTHER OCCUPATION TAX	0.00	0.00	0.00	-100.00	-100.00	0.00%
111-41118-000	HOMESTEAD EXEMPTION	31,500.00	31,500.00	0.00	46,938.10	15,438.10	149.01%
111-41119-000	PRORATE MTR VEH TAX	3,500.00	3,500.00	41.93	4,757.97	1,257.97	135.94%
111-41120-000	MUNI EQUALIZATION PMT	47,558.00	47,558.00	8,377.27	48,876.54	1,318.54	102.77%
111-41130-000	STATE PROP. TAX CREDIT	0.00	0.00	0.00	5,466.42	5,466.42	0.00%
111-41131-000	IN LIEU OF TAXES	69,615.00	69,615.00	0.00	75,062.23	5,447.23	107.82%
111-41141-000	MOTOR VEHICLE TAX	60,000.00	60,000.00	3,831.86	39,798.89	-20,201.11	33.67%
	Revenue Total:	**5,240,248.00**	**5,240,248.00**	**447,144.27**	**5,002,091.50**	**-238,156.50**	**4.54 %**
	Fund: 111 - GENERAL Total:	**5,240,248.00**	**5,240,248.00**	**447,144.27**	**5,002,091.50**	**-238,156.50**	**4.54 %**
	Report Total:	**5,240,248.00**	**5,240,248.00**	**447,144.27**	**5,002,091.50**	**-238,156.50**	**4.54 %**

Budget Report

Group Summary

For Fiscal: 2013-2014 Period Ending: 09/30/2014

Categor…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department: 111 - FINANCE						
500 - Personnel	108,844.00	108,844.00	8,818.17	109,268.51	-424.51	-0.39 %
503 - Supplies	21,848.00	21,848.00	1,991.49	15,606.21	6,241.79	28.57 %
504 - Contract Services	49,899.00	49,899.00	-1,285.30	41,966.38	7,932.62	15.90 %
550 - Capital Outlay	150,000.00	150,000.00	0.00	102,139.65	47,860.35	31.91 %
570 - Other Financing Uses	4,000.00	4,000.00	0.00	4,000.00	0.00	0.00 %
Department: 111 - FINANCE Total:	**334,591.00**	**334,591.00**	**9,524.36**	**272,980.75**	**61,610.25**	**18.41 %**
Department: 112 - PERSONNEL						
500 - Personnel	14,162.00	14,162.00	1,102.00	14,026.08	135.92	0.96 %
503 - Supplies	7,807.00	7,807.00	397.00	4,653.79	3,153.21	40.39 %
504 - Contract Services	25,438.00	25,438.00	2,430.03	22,851.31	2,586.69	10.17 %
Department: 112 - PERSONNEL Total:	**47,407.00**	**47,407.00**	**3,929.03**	**41,531.18**	**5,875.82**	**12.39 %**
Department: 113 - COUNCIL						
500 - Personnel	21,100.00	21,100.00	1,622.98	20,487.60	612.40	2.90 %
503 - Supplies	2,300.00	2,300.00	0.00	1,518.00	782.00	34.00 %
504 - Contract Services	3,283.00	3,283.00	20.00	2,139.63	1,143.37	34.83 %
570 - Other Financing Uses	250,000.00	250,000.00	0.00	0.00	250,000.00	100.00 %
Department: 113 - COUNCIL Total:	**276,683.00**	**276,683.00**	**1,642.98**	**24,145.23**	**252,537.77**	**91.27 %**
Department: 114 - CITY MANAGER						
500 - Personnel	33,770.00	33,770.00	2,632.69	33,620.25	149.75	0.44 %
503 - Supplies	53,611.00	53,611.00	2,840.00	55,027.41	-1,416.41	-2.64 %
504 - Contract Services	122,305.00	122,305.00	15,778.38	92,605.89	29,699.11	24.28 %
Department: 114 - CITY MANAGER Total:	**209,686.00**	**209,686.00**	**21,251.07**	**181,253.55**	**28,432.45**	**13.56 %**
Department: 115 - CITY CLERK						
500 - Personnel	13,668.00	13,668.00	1,056.36	13,551.91	116.09	0.85 %
503 - Supplies	5,157.00	5,157.00	1,043.37	1,807.15	3,349.85	64.96 %
504 - Contract Services	14,700.00	14,700.00	1,628.15	9,358.72	5,341.28	36.34 %
Department: 115 - CITY CLERK Total:	**33,525.00**	**33,525.00**	**3,727.88**	**24,717.78**	**8,807.22**	**26.27 %**
Department: 116 - MIS						
503 - Supplies	39,273.00	39,273.00	251.60	28,079.48	11,193.52	28.50 %
504 - Contract Services	19,920.00	19,920.00	544.57	25,804.67	-5,884.67	-29.54 %
Department: 116 - MIS Total:	**59,193.00**	**59,193.00**	**796.17**	**53,884.15**	**5,308.85**	**8.97 %**
Department: 121 - DEVELOPMENT SERVICES						
500 - Personnel	400,047.00	400,047.00	30,930.04	366,791.70	33,255.30	8.31 %
503 - Supplies	10,545.00	10,545.00	1,156.12	5,523.90	5,021.10	47.62 %
504 - Contract Services	104,501.00	104,501.00	5,034.44	41,429.76	63,071.24	60.35 %
570 - Other Financing Uses	7,000.00	7,000.00	0.00	7,000.00	0.00	0.00 %
Department: 121 - DEVELOPMENT SERVICES Total:	**522,093.00**	**522,093.00**	**37,120.60**	**420,745.36**	**101,347.64**	**19.41 %**
Department: 141 - FIRE						
500 - Personnel	1,358,293.00	1,358,293.00	95,899.54	1,307,011.30	51,281.70	3.78 %
503 - Supplies	52,476.00	52,476.00	14,958.92	41,702.57	10,773.43	20.53 %
504 - Contract Services	75,842.00	75,842.00	12,738.81	71,442.50	4,399.50	5.80 %
Department: 141 - FIRE Total:	**1,486,611.00**	**1,486,611.00**	**123,597.27**	**1,420,156.37**	**66,454.63**	**4.47 %**
Department: 142 - POLICE						
500 - Personnel	2,673,654.00	2,673,654.00	226,959.37	2,709,434.83	-35,780.83	-1.34 %
503 - Supplies	125,846.00	125,846.00	22,523.98	131,431.09	-5,585.09	-4.44 %
504 - Contract Services	429,366.00	429,366.00	32,391.17	416,777.93	12,588.07	2.93 %
570 - Other Financing Uses	250,000.00	250,000.00	0.00	228,049.84	21,950.16	8.78 %
Department: 142 - POLICE Total:	**3,478,866.00**	**3,478,866.00**	**281,874.52**	**3,485,693.69**	**-6,827.69**	**-0.20 %**

Categor…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department: 143 - EMERGENCY MANAGEMENT						
500 - Personnel	91,711.00	91,711.00	8,538.06	92,557.17	-846.17	-0.92 %
503 - Supplies	3,185.00	3,185.00	0.00	159.13	3,025.87	95.00 %
504 - Contract Services	1,850.00	1,850.00	89.88	477.23	1,372.77	74.20 %
Department: 143 - EMERGENCY MANAGEMENT Total:	**96,746.00**	**96,746.00**	**8,627.94**	**93,193.53**	**3,552.47**	**3.67 %**
Department: 151 - LIBRARY						
500 - Personnel	485,099.00	485,099.00	34,731.45	472,183.25	12,915.75	2.66 %
503 - Supplies	74,046.00	74,046.00	14,727.26	69,979.11	4,066.89	5.49 %
504 - Contract Services	82,343.00	82,343.00	13,639.74	82,794.10	-451.10	-0.55 %
550 - Capital Outlay	9,000.00	9,000.00	0.00	6,437.50	2,562.50	28.47 %
Department: 151 - LIBRARY Total:	**650,488.00**	**650,488.00**	**63,098.45**	**631,393.96**	**19,094.04**	**2.94 %**
Department: 171 - PARKS						
500 - Personnel	687,623.00	687,623.00	51,748.00	688,970.17	-1,347.17	-0.20 %
503 - Supplies	61,222.00	61,222.00	16,562.56	73,255.22	-12,033.22	-19.66 %
504 - Contract Services	199,051.00	199,051.00	21,421.03	219,231.02	-20,180.02	-10.14 %
550 - Capital Outlay	225,000.00	225,000.00	24,500.00	212,670.24	12,329.76	5.48 %
Department: 171 - PARKS Total:	**1,172,896.00**	**1,172,896.00**	**114,231.59**	**1,194,126.65**	**-21,230.65**	**-1.81 %**
Department: 172 - RECREATION						
500 - Personnel	269,377.00	269,377.00	10,397.78	254,235.15	15,141.85	5.62 %
503 - Supplies	42,727.00	42,727.00	9,163.96	37,727.35	4,999.65	11.70 %
504 - Contract Services	532,371.00	532,371.00	29,130.07	547,690.34	-15,319.34	-2.88 %
550 - Capital Outlay	235,000.00	235,000.00	0.00	167,452.00	67,548.00	28.74 %
Department: 172 - RECREATION Total:	**1,079,475.00**	**1,079,475.00**	**48,691.81**	**1,007,104.84**	**72,370.16**	**6.70 %**
Report Total:	**9,448,260.00**	**9,448,260.00**	**718,113.67**	**8,850,927.04**	**597,332.96**	**6.32 %**

City of Scottsbluff, Nebraska

Monday, December 1, 2014

Regular Meeting

Item Reports1

Council to consider the agreement with M.C. Schaff and Associates for engineering services for the Monument Valley Pathway North project and approve the Resolution.

Staff Contact: Perry Mader, Park and Rec Director

SUPPLEMENTAL AGREEMENT #1

CITY OF SCOTTSBLUFF, NEBRASKA
M.C. SCHAFF & ASSOCIATES, INC.
PROJECT NO. ENH-79(42)
CONTROL NO. 51512
SCOTTSBLUFF VALLEY PATHWAY NORTH

THIS SUPPLEMENTAL AGREEMENT is between the City of Scottsbluff ("LPA") and M.C. Schaff & Associates, Inc. ("Consultant"), collectively referred to as the "Parties".

WHEREAS, Consultant and LPA entered into an agreement ("Original Agreement") BO1231 providing for Consultant to provide preliminary engineering and NEPA services for LPA's Federal Aid project, and

WHEREAS, it is necessary that additional engineering and final design services be added under this Supplemental Agreement, and

WHEREAS, it is necessary to increase Consultant's compensation by this Supplemental Agreement for the additional work necessary to complete the project.

WHEREAS, it is the desire of LPA that the project be constructed under the designation of Project No. ENH-79(42), as evidenced by the Resolution of LPA, attached as EXHIBIT "A" and incorporated herein by this reference, and

NOW THEREFORE, in consideration of these facts and mutual promises, the Parties agree as follows:

SECTION 1. SCOPE OF SERVICES

Consultant will perform the additional work as set out in Exhibit "B", Scope of Services and Consultants Fee Proposal, attached and incorporated herein by this reference.

SECTION 2. NOTICE TO PROCEED AND COMPLETION SCHEDULE

The State will issue Consultant a written Notice-to-Proceed upon full execution of this Supplemental Agreement. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement.

Consultant will complete all work as set out in the Original Agreement, and this Supplemental Agreement by May 1, 2017.

SECTION 3. FEES AND PAYMENTS

For the work required, SECTION 9 FEES AND PAYMENTS of the Original Agreement is hereby amended in accordance with Exhibit "B" so that the fixed-fee-for-profit is increased from \$27,740.15 to \$29,067.33, an increase of \$1,327.18. Actual costs are increased from \$404,603.32 to \$571,578.26, an increase of \$166,974.94. The total agreement amount is increased from \$432,343.47 to \$600,645.59, an increase of \$168,302.12 which Consultant must not exceed without the prior written approval of LPA.

SECTION 4. ENTIRE AGREEMENT

The Original Agreement, any and all other previous supplements thereto, and this Supplemental Agreement, constitute the entire agreement ("The Agreement") between the Parties. The Agreement supersedes any and all other previous communications, representations, or other understandings, either oral or written; all terms and conditions of the Original Agreement and all previous supplements thereto, to the extent not superseded, remain in full force and effect, and are incorporated herein as if set forth in their entirety.

SECTION 5. CONSULTANT CERTIFICATION AND REAFFIRMATION

The undersigned duly authorized representative of Consultant, by signing this Supplemental Agreement, hereby reaffirms, under penalty of law, the truth of the certifications set out in the Original Agreement and all Supplements thereto, including this Supplement. Further, Consultant has a duty to inform LPA of any material changes in the accuracy of all assertions set out in the Original Agreement and all Supplements thereto.

SECTION 6. CERTIFICATION OF LPA

By signing this Supplemental Agreement, I do hereby certify that, to the best of my knowledge, Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

(a) employ or retain, or agree to employ or retain, any firm or person, or

(b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this agreement involving participation of Federal-Aid highway funds and is subject to applicable LPA and federal laws, both criminal and civil.

IN WITNESS WHEREOF, the Parties hereby execute this Supplemental Agreement pursuant to lawful authority as of the date signed by each party. Further, the Parties, by signing this Supplemental Agreement, attest and affirm the truth of each and every certification and representation set out herein.

EXECUTED by Consultant this _______ day of _________________, 2014.

M.C. SCHAFF & ASSOCIATES, INC.
David Schaff, P.E.

____
Vice President

STATE OF NEBRASKA)
)ss.
SCOTTSBLUFF COUNTY)

SUBSCRIBED AND SWORN to before me this ________ day of __________, 2014.

____
Notary Public

EXECUTED by LPA this _______ day of _________________, 2014.

CITY OF SCOTTSBLUFF
Randy Meininger

____
Mayor

Subscribed and sworn to before me this ______day of ________________, 2014.

____
Clerk

STATE OF NEBRASKA
DEPARTMENT OF ROADS
Form of Agreement Approved for
Federal Funding Eligibility:

____

____
Date

AGRS-1S(8-4-14)

Project No. ENH-79(42)
Control No. 51512
Scottsbluff Valley Pathway North

Scope of Services
Scottsbluff Monument Valley Pathway North
City of Scottsbluff
Project No. ENH-79(42), CN 51512
Additional Engineering Design Services
Final Bridge Design

The scope of services provides for the Consultant to provide additional professional services for the project management and geotechnical coordination associated with the final bridge design to be completed by HDR.

The Consultant shall provide the following additional services:

1. Project Management

1.4. Governing Body Meetings (1 Additional Meeting to Coordinate Aesthetics)

1.5. Public Involvement Meetings (1 Additional Meeting to Coordinate Aesthetics)

1.6. Additional Contract Administration/Coordination

1.7. Monthly Progress Reporting and Invoicing (6 Additional Invoices)

7. Geotechnical Investigation

7.1. Geotechnical Report

Additional geotechnical investigation required based upon TS&L of the bridge design and final design Scope by HDR.

Utilizing the additional Soil Borings provided by Panhandle Geotechnical, conduct a geotechnical investigation for the project. Boring information will also be utilized to determine foundation types and characteristics for the pedestrian bridges and MSE Walls. Engineering geotechnical report shall present conclusions recommendations and information on the following:

12. Final Bridge Design

See attached Scope of Services from HDR

EXHIBIT "B"

Page 1 of 16

Scottsbluff Valley Pathway North
Consultant Estimate of Hours

Project Name:	Scottsbluff Valley Pathway North - Final Bridge Design
Project Number:	ENH-79(42)
Control Number:	51512
Location (City, County):	Scottsbluff, Nebraska
Firm Name:	M.C. Schaff & Associates
Consultant Project Manager:	Don Dye
Phone/Email:	308-625-1926 / ddye@mcschaff.com
LPA Responsible Charge:	Perry Mader
Phone/Email:	308-632-0057 / pmader@scottsbluff.org
NDOR Project Coordinator:	Deana McKinstry
Phone/Email:	402-479-3645 /deana.mckinstry@nebraska.gov
Date:	October 30, 2014

TASKS	PERSONNEL CLASSIFICATIONS**									
	PR	PM	PE	EI	CAD	DR	C	LS	S	Total
For Engineering Services:										
1. Project Management	**8**	**34**	**0**	**8**	**2**	**0**	**8**	**0**	**0**	**60**
4 Governing Body Meetings	2	2								**4**
5 Public Involvement Meetings	4	8		8	2		2			**24**
6 Contract Administration/Coordination		12								**12**
7 Monthly Progress Reporting & Invoicing	2	12					6			**20**
7. Geotechnical Investigation	**0**	**0**	**12**	**24**	**0**	**0**	**0**	**0**	**0**	**36**
1 Geotechnical Report			12	24						**36**
Total Hours	**8**	**34**	**12**	**32**	**2**	**0**	**8**	**0**	**0**	**96**
Total Days (8 hrs)	1.0	4.3	1.5	4.0	0.3	0.0	1.0	0.0	0.0	**12.0**

CLASSIFICATIONS*:

PR	=	Principal	EI	=	Engineer Intern	S	Surveyor
PM	=	Project Manager	CAD	=	CAD Technician	UD2	User Defined 2
PE	=	Professional Engineer	DR	=	Drafter	UD3	User Defined 3
LS	=	Licensed Surveyor	C	=	Clerical		

** For Project Manager, use one of the technical classifications*

*** For User-Defined Classifications, you will need to edit the Classifications Legend located above. To enter a new classification, replace "UD1" with its abbreviation (ex.*

Scottsbluff Valley Pathway North - Final Bridge Design
Labor Rates

Project Name:	Scottsbluff Valley Pathway North - Final Bridge Design
Project Number:	ENH-79(42)
Control Number:	51512
Location (City, County):	Scottsbluff, Nebraska
Firm Name:	M.C. Schaff & Associates
Consultant Project Manager:	Don Dye
Phone/Email:	308-625-1926 / ddye@mcschaff.com
LPA Responsible Charge:	Perry Mader
Phone/Email:	308-632-0057 / pmader@scottsbluff.org
NDOR Project Coordinator:	Deana McKinstry
Phone/Email:	402-479-3645 /deana.mckinstry@nebraska.gov
Date:	October 30, 2014

Labor Costs:				
Code	**Classification Title**	**Hours**	**Blended Rate**	**Amount**
PR	Principal	8	$78.48	$627.84
PM	Project Manager	34	$44.08	$1,498.72
PE	Professional Engineer	12	$43.74	$524.88
EI	Engineer Intern	32	$26.38	$844.16
CAD	CAD Technician	2	$23.55	$47.10
DR	Drafter		$19.12	
C	Clerical	8	$21.65	$173.20
LS	Licensed Surveyor		$23.07	
S	Surveyor		$19.28	
UD2	User Defined 2			
UD3	User Defined 3			
TOTALS		**96**		**$3,715.90**

Overhead Rate: 196.40% **Fixed Fee:** 12.05%

CLASSIFICATIONS:

PR	=	Principal	EI	=	Engineer Intern	S	Surveyor
PM	=	Project Manager	CAD	=	CAD Technician	UD2	User Defined 2
PE	=	Professional Engineer	DR	=	Drafter	UD3	User Defined 3
LS	=	Licensed Surveyor	C	=	Clerical		

Blended Rates Worksheet

STAFFING PLAN

EMPLOYEE NAME	CLASSIFICATION[1]	SALARY RATE	% ASSIGNED[2]
Principal			
David Schaff	Principal	$78.48	100.00%
		Blended Rate:	$78.48
Project Manager			
Don Dye	Project Manager	$44.08	100.00%
		Blended Rate:	$44.08
Professional Engineer			
Don Dye	Professional Engineer	$44.08	80.00%
Clint Schaff	Professional Engineer	$42.36	5.00%
David Schaff	Professional Engineer	$42.36	15.00%
		Blended Rate:	$43.74
Engineer Intern			
Adam Vath	Engineer Intern	$29.76	50.00%
Mike Olsen		$23.00	50.00%
		Blended Rate:	$26.38
CAD Technician			
Susan Myers	CAD Technician	$23.55	100.00%
		Blended Rate:	$23.55
Drafter			
Troy Dondelinger	Drafter	$19.12	100.00%
		Blended Rate:	$19.12
Clerical			
Alicia Aschenbrenner	Clerical	$23.80	75.00%
Michelle Burchette	Clerical	$15.20	25.00%
		Blended Rate:	$21.65
Licensed Surveyor			
Dennis Sullivan	Licensed Surveyor	$23.07	100.00%
		Blended Rate:	$23.07
Surveyor			
Dustin Beaudette	Surveyor	$19.28	50.00%
Gregg Schilz	Surveyor	$19.28	50.00%
		Blended Rate:	$19.28

[1] *Input actual employee classification as designated by firm.*

[2] *Total of "% Assigned" must equal 100% for each personnel classification category. If one person in classification, list them as 100% for "% Assigned".*

Project Number: ENH-79(42)
Control Number: 51512
Project Name: Scottsbluff Monument Valley Pathway North

EXHIBIT "B"

Page 3 of 16

Scottsbluff Valley Pathway North - Final Bridge Design
Direct Expenses

Project Name:	Scottsbluff Valley Pathway North - Final Bridge Design
Project Number:	ENH-79(42)
Control Number:	51512
Location (City, County):	Scottsbluff, Nebraska
Firm Name:	M.C. Schaff & Associates
Consultant Project Manager:	Don Dye
Phone/Email:	308-625-1926 / ddye@mcschaff.com
LPA Responsible Charge:	Perry Mader
Phone/Email:	308-632-0057 / pmader@scottsbluff.org
NDOR Project Coordinator:	Deana McKinstry
Phone/Email:	402-479-3645 /deana.mckinstry@nebraska.gov
Date:	October 30, 2014

Subconsultants:	Quantity	Unit Cost	Amount
Additional Geotechnical Investigation (Panhandle Geotechnical & Environmental)			$4,490.00
Final Bridge Design (HDR Inc.)			$151,471.01
		Subtotal	$155,961.01

Printing and Reproduction:	Quantity	Unit Cost	Amount
		Subtotal	

Mileage/Travel:	Quantity	Unit Cost	Amount
		Subtotal	

Lodging/Meals:	Quantity	Unit Cost	Amount
		Subtotal	

Other Miscellaneous Costs:	Quantity	Unit Cost	Amount
		Subtotal	
TOTAL DIRECT EXPENSES			$155,961.01

2011 Standard Rates*

Type	Rate
Company Automobile	Prevailing standard rate as established by the IRS, currently $0.51 /mi
Survey Vehicle	Prevailing standard rate as established by the IRS, currently $0.535 /mi
Black and White Copies	Actual reasonable cost
Color Copies	Actual reasonable cost
Miscellaneous Postage, Mailing, Deliveries Etc.	Actual reasonable cost
Equipment	Actual reasonable cost
Privately Owned Vehicle	Actual reimbursement amount to employee, not to exceed rates for company vehicles outlined above
Automobile Rental	Actual reasonable cost
Air fare	Actual reasonable cost, giving the State all discounts
Lodging	Actual cost, (excluding taxes & fees), not to exceed federal GSA reimbursement guidelines, not to exceed $77 per person daily statewide; not to exceed $104 in Omaha/Douglas County.
Meals	Actual cost, not to exceed federal GSA reimbursement guidelines, currently:

	Statewide	Omaha/Douglas County
Breakfast	$7.00	$10.00
Lunch	$11.00	$15.00
Dinner	$23.00	$31.00
Incidentals	$5.00	$5.00
Totals	$46.00	$61.00

* A full list of rates can be found at the following website: www.gsa.gov/perdiem

Project Number: ENH-79(42)
Control Number: 51512
Project Name: Scottsbluff Monument Valley Pathway Nort

EXHIBIT "B"

Scottsbluff Valley Pathway North - Final Bridge Design
Project Cost

Project Name:	**Scottsbluff Valley Pathway North - Final Bridge Design**
Project Number:	**ENH-79(42)**
Control Number:	**51512**
Location (City, County):	Scottsbluff, Nebraska
Firm Name:	M.C. Schaff & Associates
Consultant Project Manager:	Don Dye
Phone/Email:	308-625-1926 / ddye@mcschaff.com
LPA Responsible Charge:	Perry Mader
Phone/Email:	308-632-0057 / pmader@scottsbluff.org
NDOR Project Coordinator:	Deana McKinstry
Phone/Email:	402-479-3645 /deana.mckinstry@nebraska.gov
Date:	October 30, 2014

Direct Labor Costs: **Personnel Classification**	**Hours**	**Rate**	**Amount**
Principal	8	$78.48	$627.84
Project Manager	34	$44.08	$1,498.72
Professional Engineer	12	$43.74	$524.88
Engineer Intern	32	$26.38	$844.16
CAD Technician	2	$23.55	$47.10
Drafter		$19.12	
Clerical	8	$21.65	$173.20
Licensed Surveyor		$23.07	
Surveyor		$19.28	
TOTALS	**96**		**$3,715.90**

Direct Expenses:	**Amount**
Subconsultants	$155,961.01
Printing and Reproduction Costs	
Mileage/Travel	
Lodging/ Meals	
Other Miscellaneous Costs	
TOTALS	**$155,961.01**

Total Project Costs:		**Amount**
Direct Labor Costs		$3,715.90
Overhead @	196.40%	$7,298.03
Total Labor Costs		$11,013.93
Fixed Fee @	12.05%	$1,327.18
Direct Expenses		$155,961.01
PROJECT COST		**$168,302.12**

Project Number: ENH-79(42)
Control Number: 51512
Project Name: Scottsbluff Monument Valley Pathway North

EXHIBIT "B"

Scottsbluff Valley Pathway North - Final Bridge Design
Cost by Task

Project Name:	Scottsbluff Valley Pathway North - Final Bridge Design
Project Number:	ENH-79(42)
Control Number:	51512
Location (City, County):	Scottsbluff, Nebraska
Firm Name:	M.C. Schaff & Associates
Consultant Project Manager:	Don Dye
Phone/Email:	308-625-1926 / ddye@mcschaff.com
LPA Responsible Charge:	Perry Mader
Phone/Email:	308-632-0057 / pmader@scottsbluff.org
NDOR Project Coordinator:	Deana McKinstry
Phone/Email:	402-479-3645 /deana.mckinstry@nebraska.gov
Date:	October 30, 2014

Tasks	Total Hours	Direct Labor Cost	Overhead 196.40%	Fixed Fee 12.05%	Total Project Cost
For Engineering Services:					
1. Project Management	60	$2,557.90	$5,023.72	$913.59	$8,495.21
7. Geotechnical Investigation	36	$1,158.00	$2,274.31	$413.59	$3,845.90
Direct Expenses					$155,961.01
TOTAL	**96**	**$3,715.90**	**$7,298.03**	**$1,327.18**	**$168,302.12**

Project Number: ENH-79(42)
Control Number: 51512
Project Name: Scottsbluff Monument Valley Pathway North

EXHIBIT "B"

Page 6 of 16

Scottsbluff NW Pathway Final Design

HDR Scope of Work

General Description of Work

As a subconsultant to M.C. Schaff, HDR will provide final design services associated with the new Scottsbluff NW Pathway trail design. HDR's efforts will be for the portion of the pathway design in the immediate vicinity of the proposed pedestrian bridges over US 26 and the Scottsbluff Drain. Final design services will include final bridge design for both bridges; MSE wall layouts; stub retaining wall design; finalizing aesthetic concepts for the bridges and retaining walls; trail alignment, profile and earthwork computations for the trail approaches to the bridges; and lighting design for the trail approaches to the bridges. M.C. Schaff will provide right of way design for the portions of the trail in the immediate vicinity of the pedestrian bridges based on limits of construction provided by HDR.

Task 1.0 Project Management, Coordination and Meetings

Provide staff management, invoicing and monthly progress reporting for the final design effort. Provide coordination with M.C. Schaff staff. It is assumed coordination with M.C. Schaff personnel and client will be handled through conference calls. One meeting to finalize aesthetic treatments is included in Task 2.3. One meeting for two staff members is included in this task for the Plan-in-Hand meeting.

Task 2.0 Structural Design

It is assumed both the pedestrian bridge over US 26 and the pedestrian bridge over Scottsbluff Drain will utilize pre-manufactured weathering steel truss spans. As such, HDR will provide criteria for the design of the spans by the truss vendors. The criteria shall include the required span lengths and clear width of the bridges; minimum design loads and governing specifications; requirements for fencing and/or railing; requirements for concrete deck; requirements for truss configuration (closed box truss for US-26 bridge and open "U"-shaped truss for Scottsbluff Drain bridge); requirements for accommodating lighting; and a listing of approved manufacturers.

HDR will coordinate with the approved truss manufacturers to determine bearing loads for the trusses and design the structural bearings at the supports. In addition, HDR will design the abutments at each end of the bridges, including abutment foundations. HDR will coordinate with NDOR Bridge Division and District staff with regards to scheduled bridge submittals. HDR will coordinate with internal staff to accommodate lighting requirements on the bridges. Other than lighting, no specific aesthetic features are assumed on the truss spans.

Assume the following sheet list:

Task 2.1 - US-26 Bridge

1. Notes, Quantities and Sheet Index
2. General Plan and Elevation
3. Coordinate Layout and Data
4. Geological Layout, Pile Layout and Pile Data
5. Abutment Details and Bill of Bars
6. Portal Details and Bill of Bars
7. Prefabricated Truss Details and Criteria
8. Bearing Details
9. Expansion Joint Details
10. Lighting Plan and Details

Task 2.2 - Scottsbluff Drain Bridge

1. Notes, Quantities and Sheet Index
2. General Plan and Elevation
3. Coordinate Layout and Data
4. Geological Layout, Pile Layout and Pile Data
5. North Abutment Details
6. South Abutment Details and Abutment Bill of Bars
7. Prefabricated Truss Details and Criteria
8. Bearing Details
9. Expansion Joint Details

Task 2.3 – Finalize Bridge and Wall Aesthetics

At the preliminary design stage, a number of aesthetic options were presented for portal features at the US 26 bridge, MSE walls, trail fencing, and hand rails. This task will include effort to finalize the aesthetic features and reach a decision on which elements to include in final design. It is assume that two meetings involving two HDR staff members will be held in Scottsbluff to coordinate the aesthetic features and determine features to utilize in final design.

Task 2.4 – Cast-in-place Concrete Stub Wall Design

A short (2'-3') tall stub wall is anticipated from approximate station 302+25 to Sta. 303+90 (left) to accommodate grading on the south approach for the bridge over US 26. This task will include structural design and detailing of the wall. It is assumed a handrail will be placed on the top of the wall for fall protection and to discourage skateboarding along the top of the wall.

Task 2.5 – Handrail Design

Provide structural design and detailing for handrails to be used along the trail alignment.

Task 2.6 – Structural Design QC

Provide internal quality control review of all structural design elements.

Task 3.0 Pedestrian Bridge Approaches – Trail Design

The following sheet list is assumed for the trail design elements at the pedestrian bridge approaches. Although this sheet list may change slightly as plan sheets are developed, no request for additional fee will be made for changes in the sheet list unless sheets are added as a result of requested design changes. Man hours assume work to be performed for sheet development will be by primarily by engineering staff.

Typical Sections - 1
General notes - 1
Plan/Profile Sheets – 3
Construction/Removal sheets – 3
Wall Profiles – 6
Hand Rail Layout - 1
Wall Sections – 6
Erosion Control/Seeding - 1
Cross Section Sheets – 20
Drainage - 2
Fence Details - 2
Geometrics – 2

Task 3.1 Horizontal Alignment

Develop the Plan/Profile sheets / horizontal alignment for the Scottsbluff Pathway Trail at the pedestrian bridge approaches.

Approximate trail lengths south of the US-26 Bridge are:

- Sta. 300+00 to Sta. 302+04 = 204'
- Sta. 210+75 to Sta. 212+75 = 200'
- Sta. 302+04 to Sta. 306+41 = 437'

841'

Approximate trail lengths north of the US-26 Bridge are:

- Sta. 306+41 to Sta. 310+00 = 359'
- Sta. 400+00 to Sta. 402+00 = 200'

559'

Three Plan/Profile sheets are assumed.

Task 3.2 Vertical Profile

Develop the vertical profile for trail for the pedestrian bridge approaches. ADA standards will apply.

Task 3.3 MSE Wall Plans

EXHIBIT "B"

Develop wall profiles and a typical wall cross section sheet.

- MSE wall, east of south abutment (US-26 Bridge span) = ~210'
- MSE wall, west of south abutment (US-26 Bridge span) = ~ 75'
- MSE wall, east of north abutment (US-26 Bridge span) = ~ 80'
- MSE wall, west of north abutment (US-26 Bridge span) = ~ 130'
- MSE wall, north abutment of Scottsbluff Drain Bridge = ~ 70'

Task 3.4 Stub Wall Limits

Develop wall profile for cast in place wall from Sta. ~ 302+25 to 303+90 Lt. = 165'

Task 3.5 Cross Sections

Develop cross sections at a 25' interval and changes in geometry.

Task 3.6 Earthwork and Quantities

Estimate the earthwork, construction quantities and removal quantities.

Task 3.7 Miscellaneous Design

Miscellaneous design tasks include the handrail layout at the pedestrian bridge approaches, fencing details and miscellaneous geometrics and trail intersections.

Task 3.8 Bridge Approach Landscape Design

Provide landscape design, including plant selection and placement for approaches to pedestrian bridges.

Task 3.9 Trail Design QC

Provide internal quality control review of all trail design elements.

Task 4.0 Pedestrian Bridge Approaches – Lighting Design

The lighting design shall consist of new permanent luminaires to provide illumination of the approaches on both sides of the pedestrian bridges. Luminaires shall be a decorative bollard type. The approach luminaires shall be fed from a new lighting controller located on the same side of the pedestrian bridge.

4.1 – Photometric Calculations:

1. Photometric calculations to determine bollard light locations shall be prepared using the Acuity Brands Visual Lighting software package.
2. Bollard luminaires shall be LED or high pressure sodium decorative bollard type. Luminaires shall operate from 240V, 1 PH, 60 Hz power supply.

3. Basis for design will be a 1 foot-candle average horizontal illuminance on pathway with a uniformity ratio (average/min) of 4.0:1.

4.2 – Preparation of Lighting Plans

1. Voltage drop and load calculations shall be performed to size lighting feeder circuits and control cabinets.
2. Lighting drawings with estimated number of sheets are as follows:
   a. Plan drawings showing locations of lighting components including light poles, light fixtures, lighting controllers, pull/junction boxes, conduit routing (underground and exposed) and electrical services. Estimated number of sheets: 4.
   b. Lighting schedule sheets to include luminaire, junction box, and controller schedules. Estimated number of sheets: 1.
   c. Lighting diagram and detail sheets to include standard and custom details and schematics as the project requires. Estimated number of sheets: 5.
   d. Lighting general notes. Estimated number of sheets: 1.
3. Electrical service locations and sizes shall be coordinated with the local utility via phone and email correspondence.
4. An in-house quality control review of the lighting plans shall be performed prior to the 90 percent submittal.
5. Lighting design shall incorporate Nebraska Department of Roads (NDOR) standard specifications and details.
6. Preparation of quantities shall be at the 100 percent lighting design stage.

Assumptions

General:

1. No effort is assumed for extensions of the 60" RCP for Winter's Creek to accommodate the new trail. At the north side of US 26, it is assumed the Winter's Creek extension will be handled by others and similarly any effort to enclose Winter's Creek south of US 26 is assumed to be done by others.
2. It is assumed that topographic survey at the bridge sites, including utilities and right of right of way, will be provided by others.
3. It is assumed that utility coordination at the bridge site (other than as required for lighting design) and any utility relocation plans would be by others.
4. No effort has been scoped for assisting with bidding services during project letting. However, if bid prices are substantially higher or lower than the engineer's estimate, it is understood that justification for accepting the bid prices may be requested.
5. It is assumed that right of way design in the immediate vicinity of the pedestrian bridges will be provided by M.C. Schaff based on limits of construction provided by HDR.

Bridge:

1. Final foundation design for bridges will not be initiated until foundation recommendations are provided in the soils report. For the purpose of this scope of services, it is assumed the pedestrian bridges will be supported on driven pile foundations and soil borings, soils report, global stability calculations for retaining walls, bearing soil properties for retaining walls, and bridge pile recommendations (type, capacity, and recommendations for special considerations such as pile points) shall be provided by others.
2. Since Winter's Creek is already contained within a 60" RCP under US 26, no hydraulic analysis of Winter's Creek is assumed for the pedestrian bridge over US 26 and Winter's Creek. Additionally, since the low chord of the bridge over Scottsbluff Drain is proposed to be above the south overflow berm of the waterway, no hydraulic analysis of Scottsbluff Drain is assumed.
3. Pre-manufactured weathering steel truss spans will be utilized for the bridges over US 26 and Scottsbluff Drain. As such, plan sheets will only provided design criteria for design of the actual trusses by pre-approved vendors.
4. No approach slabs or deck drains are assumed to be required for the pedestrian bridges.

Lighting:

1. No temporary lighting design is assumed.
2. No decorative lighting design is included (e.g. floodlighting or accent lights for walls or bridges).

MSE Walls:

1. MSE walls will be provided by pre-approved vendors. The contract plans will define the limits of the walls and standard NDOR special provisions will be used to define the constraints for the walls.

Deliverables

- Plan-in-Hand submittal
- Functional Review Submittal and ROW Plans (trail design only)
- 90% Review Submittal
- PS&E Submittal (signed final plans)
- Record structural calculations

Schedule

It is assumed that final design shall be completed within six months of notice to proceed.

Scottsbluff Pathway - Final Design

HDR Man Hour Summary

Task No.	Task Name	Project Manager	Senior Engineer	Proj. Engin./ Designer	CADD Tech.	Admin. / Clerical	Man Hour Totals
1.0	*Project Management, Coordination*						
	- Management and Coordination	56		7		7	70
	- Plan-in-Hnad Meeting	16		16			32
	Task 1.0 Subtotals	72	0	23	0	7	102
2.0	*Final Structural Design*						
2.1	Highway 26 Pedestrian Bridge						
	- Notes, Quantities and Sheet Index		4	30	10		44
	- General Plan and Elavation		4	4	6		14
	- Coordinate Layout and Data		4	6	10		20
	- Geologic Layout , Pile Layout and Pile Data		4	12	10		26
	- Abutment Details and Bill of Bars		4	16	12		32
	- Portal Details and Bill of Bars		4	12	12		28
	- Prefabricated Truss Design Criteria		2	4	8		14
	- Bearing Details		4	8	10		22
	- Expansion Joint Details		4	6	10		20
	- Lighting Plan and Details		4	8	10		22
2.2	Scottsbluff Drain Pedestrian Bridge						
	- Notes, Quantities and Sheet Index		4	30	12		46
	- General Plan and Elevation		4	4	6		14
	- Coordinate Layout and Data		4	6	10		20
	- Geologic Layout , Pile Layout and Pile Data		4	12	10		26
	- North Abutment Details		4	12	12		28
	- South Abutment Details and Bill of Bars		4	12	12		28
	- Prefabricated Truss Design Criteria		2	4	8		14
	- Bearing Details		4	8	10		22
	- Expansion Joint Details		4	8	10		22
2.3	Finalize Bridge & Wall Aesthetics	36		60			96
2.4	Stub Wall Design		6	10	14		30
2.5	Handrail Design		6	10	10		26
2.6	Structural QC	24		4	4		32
	Task 2.0 Subtotals	*60*	*84*	*286*	*216*	*0*	*646*
3.0	*Pedestrian Bridge Approaches -Trail Design*						
3.1	Horizontal Allignment Control		4	48			52
3.2	Vertical Profile		2	24			26
3.3	MSE Wall Plans		6	60			66
3.4	Stub Wall Limits & Typical Section		2	16			18
3.5	Cross Sections		6	48			54
3.6	Earthwork and Quantities		4	20			24
3.7	Misc. (handrail layout, fence details, geometrics)		4	40			44
3.8	Bridge Approach Landscape Design			24			24
3.9	Trail Design QC		6	6			12
	Task 3.0 Subtotals	*0*	*34*	*286*	*0*	*0*	*320*
4.0	*Pedestrian Bridge Approaches - Lighting Design*						
4.1	Photometric Calculations -trail approaches			12			12
4.2	Preparation of Approach Lighting Plans and Specif.						
	- Electrical Site Plan Sheets (4 sheets)			40	48		88
	- Lighting Details (3 sheets)			21	21		42
	- Wiring Diagrams (2 sheets)			16	12		28
	-Lighting Schedules (1 sheet)			8	6		14
	-General Notes (1 sheet)			5	5		10
	-Coordination with Utilities			3			3
	-Quantities			3			3
	-Special Provisions			4			4
	US 26 Pedestrian Bridge Lighting						
	-Photogrametric calcs., Fixture Selection & Schedules			10	2		12
	-Bridge Lighting Details			20	22		42
	Lighting QC		7	4	5		16
	Task 4.0 Subtotals	*0*	*7*	*146*	*121*	*0*	*274*
	Total Project Man Hours	**132**	**125**	**741**	**337**	**7**	**1342**

EXHIBIT "B"

Page 13 of 16

Scottsbluff NW Pathway - Final Design

HDR Fee Summary

Labor		**Man Hours**		**Labor Rate**		**Labor Total**	
Project Manager		132	x	$75.95	=	$10,025.40	
Senior Engineer		125	x	$49.41	=	$6,176.25	
Project Engineer		741	x	$37.08	=	$27,476.28	
Designer / CADD Tech.		337	x	$23.66	=	$7,973.42	
Admin. / Clerical		7	x	$34.67	=	$242.69	
		1342					$51,894.04
Overhead	157.93% of Labor						$81,956.26
Facilities Cost of Capital	0.1547% of Labor						$80.28
Expenses							
Printing & Plotting							
- 8.5 x 11 B&W	1500 Sheets		x	$0.06	=	$90.00	
-11 x 17 B&W	470 Sheets		x	$0.12	=	$56.40	
-8.5 x 11 Color	30 Sheets		x	$0.34	=	$10.20	
-11 x 17 Color	10 Sheets		x	$0.68	=	$6.80	
Shipping	6 Mailings		x	$10	=	$60.00	
Telephone	15 Calls		x	$5.00	=	$75.00	
Travel							
-Car Rental	4 Days		x	$55.00	=	$220.00	
-Fuel	8 Fill ups		x	$50.00	=	$400.00	
-Hotel	4 Nights		x	$110.00	=	$440.00	
-Meals	8 Meals		x	$15.00	=	$120.00	
							$1,478.40
Fee for Profit (12% of Labor + Overhead)							$16,062.04
						Fee Total	**$151,471.01**

EXHIBIT "B"

Page 14 of 16

Scottsbluff p 308.635.1926 f 308.635.7807
818 south beltline highway east, scottsbluff, ne 69361

mcs family of companies
www.mcschaff.com

HUB-Zone certified firm

p 307.635.2828 f 307.635.9902 Cheyenne
2116 pioneer avenue, cheyenne, wy 82001

Don Dye
Project Engineer
M.C. Schaff & Associates
818 South Beltline Hwy E
Scottsbluff, NE 69361

October 30, 2014

RE: Scottsbluff Monument Valley Pathway North, ENH-79(42)
Additional Scope - Geotechnical Investigation

This letter provides our written proposal for completion of the additional soils investigation based on the "Preliminary Bridge Design" completed by HDR for the above referenced project in Scottsbluff, Nebraska.

Qualifications
Panhandle Geotechnical & Environmental, Inc. (PG&E) began in 1967 as a materials testing and geotechnical services company. Since that time, we have completed hundreds of geotechnical investigations throughout western Nebraska, southern South Dakota, central and eastern Wyoming and northeastern Colorado, including the Front Range. In the last several years, our materials testing laboratory has undergone a significant increase in size and capabilities. Our lab is now certified by the American Association of State Highway Transportation Officials (AASHTO) and participates in the AASHTO proficiency testing (quality control) program for materials testing laboratories. All of our personnel are trained and certified in the areas in which they work. We are licensed for materials testing and engineering in Wyoming, Nebraska, South Dakota, Colorado and Montana.

In addition, PG&E has become one of the top environmental players in the states of Nebraska, Colorado, Montana and Wyoming. Environmental work includes:

Environmental Audits	Asbestos Reclamation Planning
Environmental Clean-Up Sites	Environmental Testing

Proposal
The original scope of services included a minimal amount of geotechnical field investigation based on a potentially smaller structure. The final pathway concept now includes two structures which will require additional borings as well as lab work. The original fee was $3,530.00.

M.C. SCHAFF PANHANDLE ENVIRO SERVICES

Additional Work Cost Estimate
Our estimate of cost is based on a coordinated effort with the bridge engineer and is intended to provide an estimated cost for the geotechnical work. As the project progresses, we can revise our estimate to provide the specific information you require.

Item		Quantity	Unit	Unit Cost	Cost
Geotechnical Investigation					
Mobilization of Equipment		1	Lump Sum	$0.00	$0.00
Drilling		240	Foot	$15.00	$3,600.00
Laboratory Tests	Gradation	8	Each	$70.00	$560.00
	Standard Proctor	2	Each	$85.00	$170.00
	Dry Density Test	8	Each	$20.00	$160.00
				Total =	**$4,490.00**

In addition, consultation of the geotechnical report during the design phase of the project will be provided at a rate of $130/hour. We anticipate the drilling can be completed in two days. The lab results can be provided two weeks after the drilling. We would anticipate the project will be completed three weeks after acceptance of the proposal.

The proposed costs are with the understanding that the site is readily accessible with our drill rig. If complications arise due to site accessibility, Panhandle Geotechnical and Environmental reserves the right to negotiate additional fees.

Panhandle Geotechnical and Environmental will coordinate public utility locations through the one call service. Panhandle Geotechnical and Environmental will not be held responsible for damage to any private or unmarked utilities caused by the subsurface investigation.

If you have any questions, please feel free to call me.

Sincerely,

FOR THE FIRM OF
PANHANDLE GEOTECHNICAL & ENVIRONMENTAL, INC.

David Schaff, P.E.

EXHIBIT "B"

RESOLUTION

PRELIMINARY ENGINEERING SERVICES AGREEMENT
SUPPLEMENTAL AGREEMENT NO. 1 – BO1231

CITY OF SCOTTSBLUFF

Resolution No. ___________

Whereas: City of Scottsbluff and M.C. Schaff & Associates, Inc., have previously executed a Preliminary Engineering Services Agreement (BO1231) for a transportation project for which the Local Public Agency (LPA) would like to obtain Federal funds;

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

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

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

Randy Meininger, Mayor of City of Scottsbluff is hereby authorized to sign the attached Preliminary and Final Engineering Services Supplemental Agreement No. 1 between the City of Scottsbluff and M.C. Schaff & Associates, Inc.

NDOR Project Number: ENH-79(42)

NDOR Control Number: 51512

NDOR Project Description: Scottsbluff Valley Pathway North

Adopted this _______ day of _____________, 2014 at __________________ Nebraska.

The City Council of City of Scottsbluff, Nebraska:

________________________________ ________________________________

________________________________ ________________________________

________________________________ ________________________________

____

Board/Council Member_______________________________
Moved the adoption of said resolution
Member ___________________________ Seconded the Motion
Roll Call: ______Yes ______No ______ Abstained ______ Absent
Resolution adopted, signed and billed as adopted

Attest:

____
Signature City Clerk

EXHIBIT "A"

City of Scottsbluff, Nebraska

Monday, December 1, 2014

Regular Meeting

Item Reports2

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

Staff Contact: Annie Folck, City Planner

Agenda Statement

Item No.

For meeting of: December 1, 2014

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

SUBMITTED BY DEPARTMENT/ORGANIZATION: Development Services Department

PRESENTATION BY:

SUMMARY EXPLANATION: Council may authorize the Mayor to execute a contract that guarantees the improvements that will be installed as part of the Premier Estates development which includes Lots 1-9, Block 1, and Lots 1-3, Block 2, situated in the East half of the SW ¼ of Section 3, T22N, R55W of the 6th P.M., Scotts Bluff County, Nebraska.

BOARD/COMMISSION RECOMMENDATION: N/A

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

EXHIBITS

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

Other (specify) ☒ Engineering and legal reviews

NOTIFICATION LIST: Yes ☐ No Further Instructions ☐

APPROVAL FOR SUBMITTAL: ____________________________
City Manager

Rev 3/1/99CClerk

CONTRACT FOR PUBLIC IMPROVEMENTS

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

RECITALS

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

[Description]

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

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

AGREEMENTS OF THE PARTIES

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

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

[describe improvements]

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

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

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

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

[owner address]

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

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

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

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

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

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

CITY OF SCOTTSBLUFF, NEBRASKA

y______________________________

Mayor

Dated__________________________

Attest:

____

City Clerk

Owner

Seal

By______________________________

(Title)

Dated___________________________

MEMORANDUM

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

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

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

CONTRACT FOR PUBLIC IMPROVEMENTS

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

RECITALS

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

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

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

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

AGREEMENTS OF THE PARTIES

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF SCOTTSBLUFF, NEBRASKA

By ______________________________
Mayor

Dated ____________________

Attest:

____
City Clerk

PAUL REED CONSTRUCTION & SUPPLY, INC.

By ______________________________
Adam Reed
(Vice-President)

Dated 11/24/2014

-3-

EXHIBIT "A'"

To Contract for Public Improvements

A. Paved streets and sidewalks within Right-Of-Ways

B. City sanitary sever within Utility Easements or Right-Of-Ways

C. City water within Utility Easements or Right-Of-Ways

D. City storm water sewer within Utility Easements or Right-Of-Ways

Planning Commission Minutes
Regular Scheduled Meeting
November 10, 2014
Scottsbluff, Nebraska

The Planning Commission of the City of Scottsbluff, Nebraska met in a regular scheduled meeting on Monday, November 10, 2014, 6:00 p.m. in the City Hall Council Chambers, 2525 Circle Drive, Scottsbluff, Nebraska. A notice of the meeting had been published in the Star-Herald, a newspaper of general circulation in the City, on October 31, 2014. The notice stated the date, hour and place of the meeting, that the meeting would be open to the public, that anyone with a disability desiring reasonable accommodation to attend the Planning Commission meeting should contact the Development Services Department, and that an agenda of the meeting kept continuously current was available for public inspection at Development Services Department office; provided, the City Planning Commission could modify the agenda at the meeting if the business was determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been delivered to each Planning Commission member. An agenda kept continuously current was available for public inspection at the office of the Development Services Department at all times from publication to the time of the meeting.

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

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

ITEM 3: Acknowledgment of any changes in the agenda: None.

ITEM 4: Business not on agenda: None

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

ITEM 6: The minutes of October 13, 2014 were reviewed and approved. A motion was made to accept the minutes by Huber, and seconded by Chadwick. "YEAS": Zitterkopf, Aguallo, Chadwick, and Estrada. "NAYS": None. ABSTAIN: Huber. ABSENT: Gompert, Wayman, Westphal, and Weber. Motion carried.

I**TEM 7A:** The Planning Commission opened a public hearing to review a request for a special permit submitted by Lady of Guadalupe Church. The request is for a 65' radio tower and supporting equipment, to be located at 1131 East 8th Street. The property is zoned Residential and towers are a permitted use within Residential districts with the approval of a special use permit through the Planning Commission. There is a vacant building on the lot that was previously used for boxing. The communication facility will generally fit in with the community oriented facilities that the church offers in this neighborhood. The tower will be fenced with 6' chain link fence with two strand barbed wire.

Lee Trautman was present to represent Our Lady of Guadalupe Church. He stated that because the building on the lot has not been in use for several years, the Church became interested in leasing it to the radio station. Huber asked if this tower would help improve coverage. Trautman stated that this is actually going to be serving a new radio station for Valley Catholic Radio to help support its education mission.

Conclusion: A motion was made by Zitterkopf and seconded by Huber to approve the special use permit to allow a 65' radio tower and supporting equipment at 1131 East 8th Street **"YEAS**": Huber, Chadwick, Zitterkopf, Aguallo, and Estrada. "**NAYS":** None. **ABSTAIN**: None. **ABSENT**: Wayman, Gompert, Weber, and Westphal. Motion carried.

ITEM 7B: The Planning Commission opened a public hearing for a request from applicant(s) Paul Reed Construction, representing property owners Judson and Susan Martin for a final plat of Lot 1-9, Block 1, and Lots 1-

3, Block 2, Premier Estates, situated in the East half of the SW ¼ of Section 3, T22N, R55W of the 6th P.M., Scotts Bluff County, Nebraska. This area includes twelve lots which are approximately a little over three acres each. The property owners have recently re-zoned the property from Agricultural to R-1B, Rural Residential. These parcels are located north west of the Scottsbluff Country Club and is in the City's extraterritorial zoning jurisdiction. Access onto the parcels will be from County Road H (56th St.), a private road serving the twelve proposed lots.

Staff and the City Consultants have reviewed the final plat. The plat meets the requirements for right of way widths and easements, curves and tangents, and drainage requirements for the development. However, staff and legal and engineering consultants have concerns about this development because the developer is not planning on making improvements to the development that would be necessary for the development to eventually become annexed into the City. Section 21-1-27 of the City's code, addressing subdivision improvements, states "The provisions of this Article shall apply also to subdivisions hereafter platted that are within two (2) miles of, but are not proposed to be annexed to, the corporate limits of the City; and every such subdivisions shall be so laid out and platted that, if it subsequently is annexed to the City, the improvements referred to in this Article may be constructed in the subdivision in accordance with the requirements in those sections. Such improvements shall be constructed by the person proposing the subdivision at his or her own expense." Engineering and legal consultants have advised that if the development is allowed to go forward without these improvements, it should be under the condition that the developer's agreement contain language that would create a covenant preventing future lot owners in the development from protesting the creation of improvement districts if and when the City grows out in that area and the development is annexed.

Adam Reed, representing Paul Reed Construction, stated that he does not have a problem with the possibility of the City annexing the subdivision in the future, but that any improvements necessary to do so should be done at the City's cost, not the property owners. He stated that to require the developer or the property owner to agree to such a provision would be too much of a risk, and they would not be able to sell the lots. He believes that because they have provided rights-of-way and easements for future improvements, they are meeting the requirement that the plat allows for these improvements to be made in the future. The houses that would be built would be very high-end, with values ranging from $500,000 to $1,000,000. The lots would be served by wells and septic, and Reed stated that the property owners would have no interest in connecting to City utilities.

Aguallo stated that this situation would be similar to areas around Cheyenne where large lots were developed with no city utilities, which has effectively stopped Cheyenne from being able to grow around these areas. Zitterkopf stated that he could see both sides of the issue. Huber asked if this issue needed to be voted on in order to proceed with the final plat. Folck stated that staff was advising that the final plat be recommended with the condition that the developer's agreement contain language that allow for the creation of improvement districts in the future, but that the final plat could also be approved without such a condition. Aguallo stated that this is a topic that should be discussed more in the future, and Estrada requested that it be put on the agenda for the next Planning Commission meeting. Huber stated that the developer's agreement was an issue that would have to go before Council anyway, and that it would be best to vote only on the final plat.

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

ITEM 8. Unfinished Business: None

There being no further business, a motion to adjourn was made by Gompert and seconded by Aguallo. The meeting was adjourned at 6:58 p.m. **"YEAS"**: Huber, Chadwick, Zitterkopf, Aguallo, and Estrada. "**NAYS":** None. **ABSTAIN**: None. **ABSENT**: Gompert, Wayman, Weber, and Westphal. Motion carried.

____

Becky Estrada, Chairperson

Attest: ______________________________
Annie Folck

November 6, 2014

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

RE: Premier Estates
Final Plat
Scottsbluff, Nebraska

Annie:

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

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

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

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

David Schaff, P.E.

G:\Jobs\1SB100002 City Planning & Zoning\Premier Estates Final Plat.doc

City of Scottsbluff, Nebraska

Monday, December 1, 2014

Regular Meeting

Item Reports3

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

Staff Contact: Annie Folck, City Planner

Agenda Statement

Item No.

For meeting of: December 1, 2014

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

SUBMITTED BY DEPARTMENT/ORGANIZATION: Development Services

PRESENTATION BY: Rick Kuckkahn

SUMMARY EXPLANATION: Public hearing for a final plat of Lots 1-9, Block 1, and Lots 1-3, Block 2, Premier Estates. Applicant Paul Reed Construction, representing property owners Judson and Susan Martin, are requesting approval of the final plat of Premier Estates. This parcel is located north west of the Scottsbluff Country Club, within the City's extraterritorial zoning jurisdiction.

BOARD/COMMISSION RECOMMENDATION: The Planning Commission at their regular meeting of February 10, 2014 made positive recommendation to City Council.

STAFF RECOMMENDATION: Approve final plat and resolution for filing at the Register of Deeds only if a developer's agreement is submitted which is agreeable to City's engineering and legal consultants

EXHIBITS

Resolution X Ordinance Contract Minutes x Plan/Map x

Other (specify) ☐ ______________________

NOTIFICATION LIST: Yes X No ☐ Further Instructions ☐
Paul Reed Construction, 880 East Country Club Rd, Gering, NE 69341

APPROVAL FOR SUBMITTAL: ______________________
City Manager

Rev 3/1/99CClerk

RESOLUTION NO. ______________

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

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

Passed and approved this ________ day of _________________ 20___.

____
Mayor

Attest:

____
City Clerk

SEAL

FINAL PLAT

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

OWNER'S STATEMENT AND DEDICATION:

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

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

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

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

ACKNOWLEDGMENT

STATE OF NEBRASKA)
COUNTY OF SCOTTS BLUFF)

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

WITNESS MY NOTORIAL SEAL THIS ______ DAY OF ___________________, 2014.

MY COMMISSION EXPIRES: ___________________ NOTARY PUBLIC

APPROVAL AND ACCEPTANCE

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

NEBRASKA, BY RESOLUTION DATED THIS ______ DAY OF ___________________, 2014.

RANDY MEININGER, MAYOR

ATTEST: CINDY DICKINSON, CITY CLERK

ACKNOWLEDGEMENT

STATE OF NEBRASKA)
COUNTY OF SCOTTS BLUFF)

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

WITNESS MY NOTORIAL SEAL THIS ______ DAY OF ___________________, 2014.

MY COMMISSION EXPIRES: ___________________ NOTARY PUBLIC

SURVEYOR'S CERTIFICATE:

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

WITNESS MY HAND AND SEAL THIS ______ DAY OF ___________________, 2014

SCOTT M. BOSSE'
NEBRASKA REGISTERED LAND SURVEYOR NUMBER 603

LEGAL DESCRIPTIONS:

TRACT 1:
A TRACT OF LAND SITUATED IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH PRINCIPAL MERIDIAN, SCOTTS BLUFF COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 3, THENCE, ON THE EAST LINE OF SAID SOUTHWEST QUARTER, N02°09'14"E FOR A DISTANCE OF 1354.11 FEET; THENCE, N88°57'35"W TO A POINT OF INTERSECTION WITH THE WEST LINE OF THE EAST HALF OF SAID SOUTHWEST QUARTER, BEING A DISTANCE OF 1317.47 FEET; THENCE, ALONG SAID WEST LINE, S02°02'23"W TO THE SOUTHWEST CORNER OF THE SAID EAST HALF, BEING A DISTANCE OF 1357.65 FEET; THENCE, ON THE SOUTH LINE OF SAID SECTION, S89°06'58"E FOR A DISTANCE OF 1314.84 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 40.96 ACRES, MORE OR LESS, OF WHICH 1.00 ACRES ARE CONTAINED IN COUNTY ROAD RIGHT-OF-WAY.

Line Table

Mark	N/S	Bearing	E/W	Chord Distance
L1	N	0° 53' 02"	E	67.00
L2	N	52° 09' 09"	E	30.00
L3	N	37° 50' 51"	W	25.86
L4	N	37° 50' 51"	W	4.14
L5	N	12° 09' 09"	E	255.07
L6	N	12° 09' 09"	E	184.93
L7	N	87° 50' 51"	W	86.00
L8	N	57° 50' 51"	W	60.00
L9	S	57° 50' 51"	E	75.00
L10	S	47° 09' 09"	W	150.00
L11	S	22° 50' 51"	E	50.00
L12	S	0° 53' 02"	W	244.48
L13	N	0° 53' 02"	E	244.48
L14	N	22° 50' 51"	W	43.86
L15	N	22° 50' 51"	W	6.14
L16	N	47° 09' 09"	E	150.00
L17	N	57° 50' 51"	W	75.00
L18	S	57° 50' 51"	E	60.00
L19	S	87° 50' 51"	E	86.00
L20	S	12° 09' 09"	W	167.05
L21	S	12° 09' 09"	W	272.95
L22	S	37° 50' 51"	E	30.00
L23	S	52° 09' 09"	W	30.00
L24	S	0° 53' 02"	W	67.00

Curve Table

Mark	Radius	Arc Length	Chord Distance	N/S	Bearing	E/W	Delta
C1	74.00	66.22	64.03	N	26° 31' 06"	E	51° 16' 07"
C2	126.00	197.92	178.19	N	7° 09' 09"	E	90° 00' 00"
C3	94.00	82.03	79.45	N	12° 50' 51"	W	50° 00' 00"
C4	126.00	123.30	118.44	N	15° 52' 54"	W	56° 04' 06"
C5	126.00	82.62	81.17	N	62° 42' 19"	W	37° 34' 43"
C6	126.00	13.99	13.98	N	84° 40' 01"	W	6° 21' 10"
C7	174.00	91.11	90.07	N	72° 50' 51"	W	30° 00' 00"
C8	186.00	254.51	235.11	S	82° 57' 09"	W	78° 24' 00"
C9	186.00	68.17	67.79	S	33° 15' 08"	W	21° 00' 02"
C10	186.00	261.65	240.60	S	17° 32' 52"	E	80° 35' 58"
C11	74.00	79.39	75.63	S	27° 06' 54"	E	61° 27' 55"
C12	74.00	56.23	54.88	S	25° 23' 06"	W	43° 32' 05"
C13	146.00	168.12	158.98	S	14° 09' 54"	W	65° 58' 30"
C14	146.00	10.26	10.25	S	20° 50' 06"	E	4° 01' 30"
C15	74.00	30.65	30.43	S	10° 58' 54"	E	23° 43' 53"
C16	126.00	52.19	51.82	N	10° 58' 54"	W	23° 43' 53"
C17	94.00	114.84	107.83	N	12° 09' 09"	E	70° 00' 00"
C18	126.00	169.69	157.15	N	8° 34' 15"	E	77° 09' 47"
C19	126.00	61.22	60.62	N	43° 55' 45"	W	27° 50' 13"
C20	134.00	420.97	268.00	N	32° 09' 09"	E	180° 00' 00"
C21	226.00	188.33	116.99	S	72° 50' 51"	E	30° 00' 00"
C22	74.00	129.15	113.37	S	37° 50' 51"	E	100° 00' 00"
C23	146.00	109.95	107.37	S	9° 25' 21"	E	43° 09' 01"
C24	146.00	17.45	17.44	S	34° 25' 21"	E	6° 50' 59"
C25	74.00	116.24	104.65	S	7° 09' 09"	W	90° 00' 00"
C26	126.00	112.75	109.02	S	26° 31' 06"	W	51° 16' 07"

Paul Reed Construction & Supply, Inc.

Developer:

Paul Reed Construction & Supply, Inc.

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

Surveyor:

Accustar Surveying

30601 CR 17
Mitchell, NE 69357
Phone: (308) 631-0737
www.accustarsurveying.com

Project Address:

County Of Scottsbluff

Township: 22N Range: 55W
Section: 3 Quarter: S/W
1/4 Quarter: S/E

Latitude: 41° 54' 16"N
Longitude: 103° 41' 16"W
General Elevation: 3980 Feet

No.	Description	Date
1	Preliminary Plat	8/08/2014
2	Preliminary Plat Resubmit	9/02/2014
3	Final Plat	10/20/2014

Adam L. Reed

LOTS 1-9, BLOCK 1 AND LOTS 1-3, BLOCK 2, PREMIER ESTATES

FINAL PLAT

Project number	XXXX-2014
Date	10/20/2014
Drawn by	SJC
Checked by	SJC
	1.0
Scale	As indicated

10/20/2014 11:34:45 AM

SITE PLAN

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

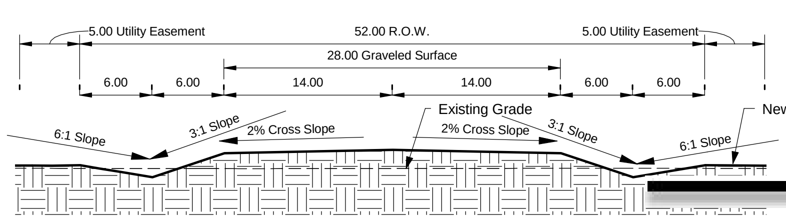
NOTE:
THE SCOPE OF THIS PROJECT IS TO REZONE AND DEVELOPE A TRACT OF LAND SITUATED IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH PRINCIPAL MERIDIAN, SCOTTS BLUFF COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

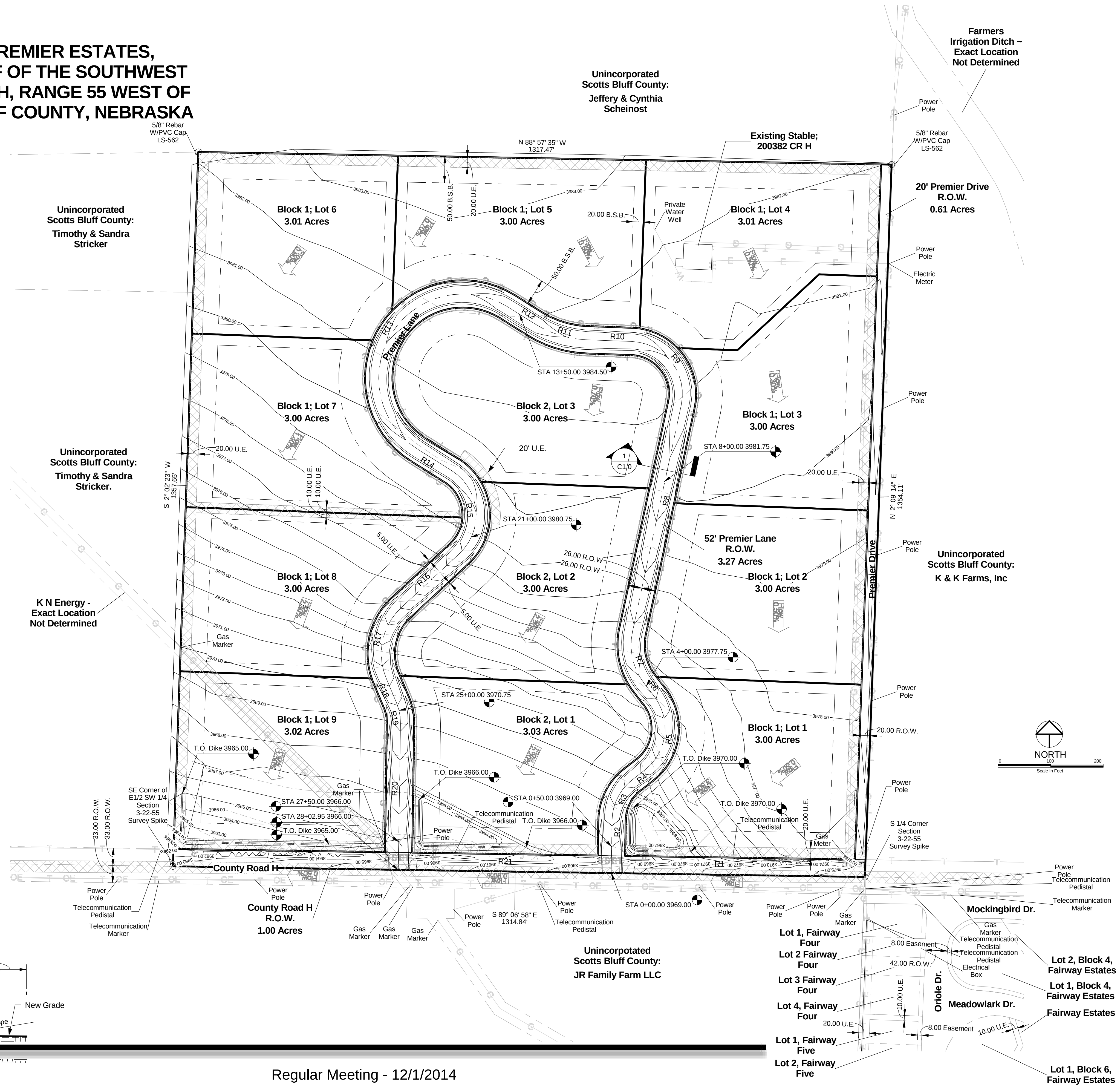
BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 3, THENCE, ON THE EAST LINE OF SAID SOUTHWEST QUARTER, N02°09'14"E FOR A DISTANCE OF 1354.11 FEET; THENCE, N88°57'35"W TO A POINT OF INTERSECTION WITH THE WEST LINE OF THE EAST HALF OF SAID SOUTHWEST QUARTER, BEING A DISTANCE OF 1317.47 FEET; THENCE, ALONG SAID WEST LINE, S02°02'23"W TO THE SOUTHWEST CORNER OF THE SAID EAST HALF, BEING A DISTANCE OF 1357.65 FEET; THENCE, ON THE SOUTH LINE OF SAID SECTION, S89°06'58"E FOR A DISTANCE OF 1314.84 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 40.96 ACRES, MORE OR LESS, OF WHICH 1.00 ACRES ARE CONTAINED IN COUNTY ROAD RIGHT-OF-WAY.

SAID TRACT IS CURRENTLY LOCATED OUTSIDE OF THE CITY OF SCOTTSBLUFF CORPORATE LIMITS BUT IS WITHIN THE CITY OF SCOTTSBLUFF ZONING JURISDICTION. THE SAID TRACT IS CURRENTLY ZONED ARCRICULTURAL BUT THE SCOPE OF THIS PROJECT IS TO REZONE SAID TRACT TO A RURAL RESIDENTIAL ESTATE ZONE AND SUBDIVIDE SAID TRACT INTO 12 LOTS. REZONING THIS AREA WILL ALLOW THE UNDEVELOPED PROPOERTY TO BE DEVELOPED IN A MANNER CONSISTENT WITH ADJACENT PROPORTY, AS THERE IS A RESIDENTIAL ZONED AREA NEAR ONE CORNER. EACH DEVELOPED LOT TO HAVE A PRIVATE WATER WELL, SEPTIC TANK, AND DRAIN FIELD.
PRE-DEVELOPED PEAK DISCHARGES FOR STORM WATER ON THIS 40.96 ACRES IS CALCULATED TO BE A Q(10) of 27.9 CFS AND Q(25) of 34.4 CFS ASSUMING A TIME OF CONCENTRATION OF 24 MINUTES AND A RUNOFF COEFFICIENT OF 0.24. THERE SHALL BE MINIMAL GRADING ON THE NEW RESIDENTIAL LOTS AND THE NEW ROAD SHALL BASICLLY FOLLOW EXISTING CONTOURS.
POST-DEVELOPED PEAK DISCHARGES FOR STORM WATER ON THIS 40.96 ACRES IS CALCULATED TO BE A Q(10) of 24.5 CFS AND Q(25) of 26.4 CFS IF STORM WATER DISCHARGES ARE CONTROLLED USING DETENTION DIKES WITH DISCHARGE PIPES AS SHOWN. POST-DEVELOPED PEAK DISCHARGES ASSUME A TIME OF CONCENTRATION OF 16 MINUTES AND A RUNOFF COEFFICIENT OF 0.30.

Premier Lane Centerline

Mark	Chord Distance	N/S	Bearing	E/W	L/R	Radius	Arc Length	Delta
R1	482.00	N	89° 06' 58"	W				
R2	100.00	N	0° 53' 02"	E				
R3	86.53	N	26° 31' 06"	E	L	100.00	89.48	51° 16' 07"
R4	30.00	N	52° 09' 09"	E				
R5	141.42	N	7° 09' 09"	E	R	100.00	157.08	90° 00' 00"
R6	30.00	N	37° 50' 51"	W				
R7	101.43	N	12° 50' 51"	W	L	120.00	104.72	50° 00' 00"
R8	440.00	N	12° 09' 09"	E				
R9	153.21	N	37° 50' 51"	W	R	100.00	174.53	100° 00' 00"
R10	86.00	N	87° 50' 51"	W				
R11	103.53	N	72° 50' 51"	W	L	200.00	104.72	30° 00' 00"
R12	60.00	N	57° 50' 51"	W				
R13	320.00	S	32° 09' 09"	W	R	160.00	502.65	180° 00' 00"
R14	75.00	S	57° 50' 51"	E				
R15	158.67	S	5° 20' 51"	E	L	100.00	183.26	105° 00' 00"
R16	150.00	S	47° 09' 09"	W				
R17	137.66	S	12° 09' 09"	W	R	120.00	146.61	70° 00' 00"
R18	50.00	S	22° 50' 51"	E				
R19	41.12	S	10° 58' 54"	E	L	100.00	41.42	23° 43' 53"
R20	277.48	N	0° 53' 02"	E				
R21	404.57	S	89° 06' 58"	E				





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Project Address:

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

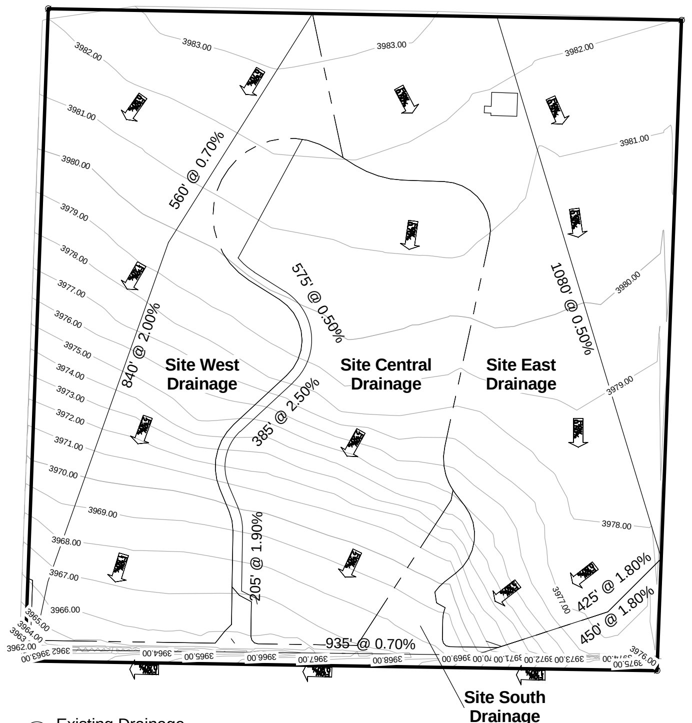
SITE PLAN

Project number	XXXX-2014
Date	10/20/2014
Drawn by	SJC
Checked by	SJC
	C1.0
Scale	As indicated

10/20/2014 11:35:01 AM

DRAINAGE REPORT

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



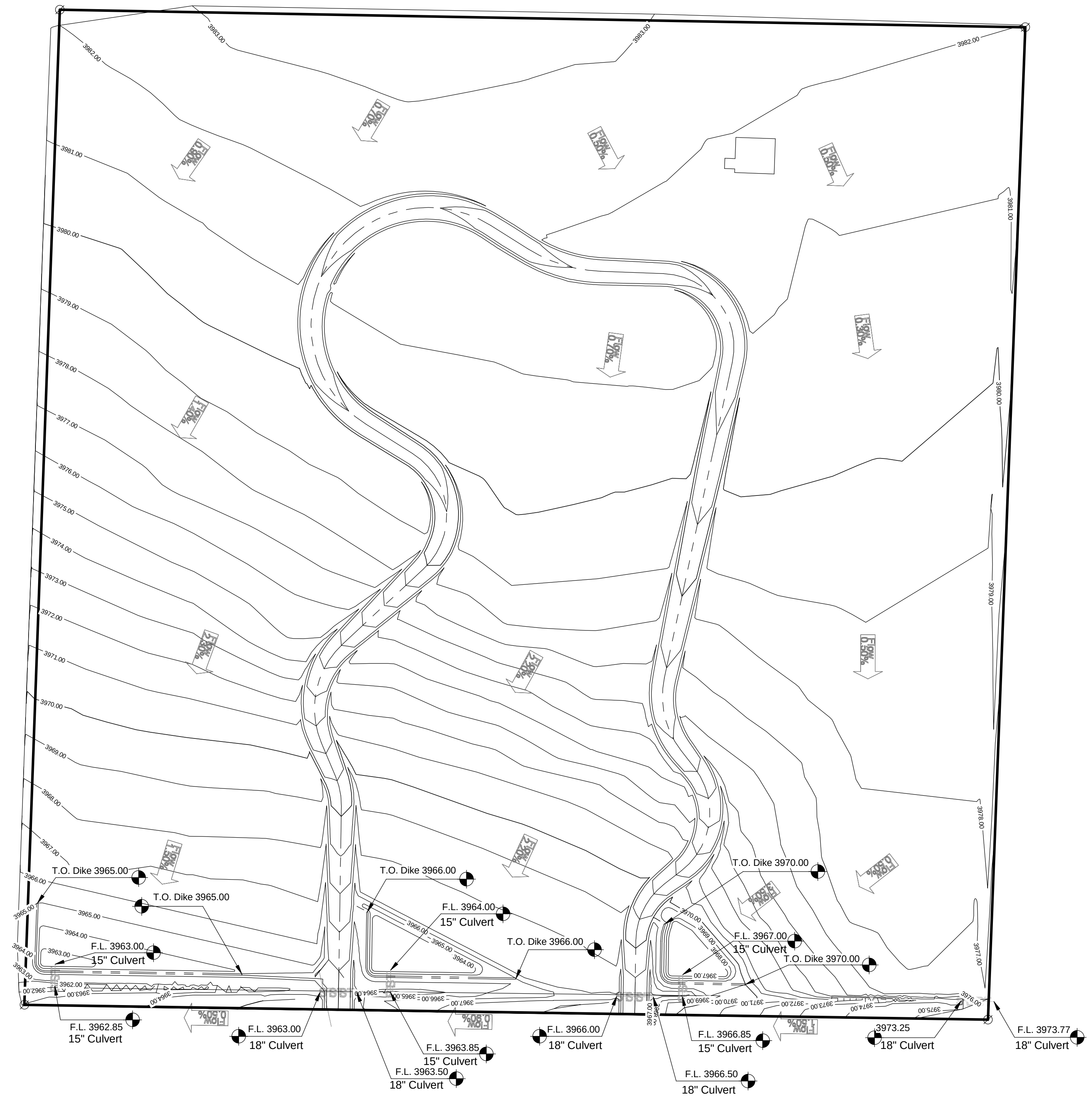
1 Existing Drainage
1" = 200'-0"

Property Schedule Drainage						
Name	Area	Runoff Coefficient	Time of Concentration for Q10 (Minutes)	Intensity for Q10 (In./Hr.)	Q10 (cfs).	Q25 (cfs).
Existing Site	40.96 acres	0.24	24	2.81	27.9	34.4
Site Central Drainage	9.78 acres	0.3	16	3.57	10.56	13.16
Site East Drainage	14.55 acres	0.3	16	3.57	15.71	19.58
Site South Drainage	2.72 acres	0.3	16	3.57	2.94	3.67
Site West Drainage	13.90 acres	0.3	16	3.57	15.01	18.71

Property Schedule Ponds		
Name	Area	Volumne (Cubic Feet)
Center Dike Elevation 3964	6164 SF	0
Center Dike Elevation 3965	8012 SF	7088
Center Dike Elevation 3966	10585 SF	16386
East Dike Elevation 3967	3885 SF	0
East Dike Elevation 3968	5016 SF	4450
East Dike Elevation 3969	6595 SF	10255
East Dike Elevation 3970	8375 SF	17740
West Dike Elevation 3963	1260 SF	0
West Dike Elevation 3964	8191 SF	4725
West Dike Elevation 3965	20113 SF	18877

Detention Pond Notes:

1. Provide A 15" HDPE Outlet Pipe At Each Dike With Rip Rap At Discharge.
2. Note That Central, East, And West Drainage Areas Shall Have Storm Water Detetained Behind The Respective Dikes And That The South Drainage Area Is Designed To Drain Directly Into The Roadside Ditch.
3. Approximate Pond Depths, Discharges Rates, And Capacities:
   Center Dike; 10 Year Storm Shall Have A Maximum Depth Of 1.2' And A Maximum Discharge Rate Of 7.11 cfs.
   Center Dike; 25 Year Storm Shall Have A Maximum Depth Of 1.4' And A Maximum Discharge Rate Of 7.11 cfs.
   Center Dike; The Total Capacity Is 16,386 c.f.,The Capacity Required To Hold The 25 Year Storm Is 9,940 c.f.
   East Dike; 10 Year Storm Shall Have A Maximum Depth Of 2.2' And A Maximum Discharge Rate Of 7.35 cfs.
   East Dike; 25 Year Storm Shall Have A Maximum Depth Of 2.7' And A Maximum Discharge Rate Of 8.45 cfs.
   East Dike; The Total Capacity Is 17,740 c.f.,The Capacity Required To Hold The 25 Year Storm Is 15,491 c.f.
   West Dike; 10 Year Storm Shall Have A Maximum Depth Of 1.5' And A Maximum Discharge Rate Of 7.11 cfs.
   West Dike; 25 Year Storm Shall Have A Maximum Depth Of 1.7' And A Maximum Discharge Rate Of 7.11 cfs.
   West Dike; The Total Capacity Is 18,877 c.f.,The Capacity Required To Hold The 25 Year Storm Is 14,514 c.f.
4. The Pre-Developed Peak Discharge Rate From The Entire Site For The 10 Year Storm Is Approximately 27.9 cfs.
5. The Post-Developed Peak Discharge Rate From The Entire Site For The 10 Year Storm Is Approximately 24.5 cfs.
6. The Pre-Developed Peak Discharge Rate From The Entire Site For The 25 Year Storm Is Approximately 34.4 cfs.
7. The Post-Developed Peak Discharge Rate From The Entire Site For The 25 Year Storm Is Approximately 26.34 cfs.
8. The Developed Drainage Analysis Allows For An Approximate 6500 sq. Foot Structure, A 13,000 sq. Foot Residentail Yard, And A 6,500 sq. Foot Paved Driveway To Be Built On Each Lot Along With The Platted Gravel Roa
9. Any Off Site Storm Water Runoff Shall Be Limited To The Roadside Ditch And Is Not Include



2 Proposed Drainage
1" = 100'-0"

Developer:

Paul Reed Construction & Supply, Inc.

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

Surveyor:

Accustar Surveying

30601 CR 17
Mitchell, NE 69357
Phone: (308) 631-0737
www.accustarsurveying.com

Project Address:

County Of Scottsbluff

Township: 22N Range: 55W
Section: 3 Quarter: S/W
1/4 Quarter: S/E

Latitude: 41° 54' 16"N
Longitude: 103° 41' 16"W
General Elevation: 3980 Feet

No.	Description	Date
1	Preliminary Plat	8/08/2014
2	Preliminary Plat Resubmit	9/02/2014
3	Final Plat	10/20/2014

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

DRAINAGE REPORT

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

C2.0

Scale	As indicated

10/20/2014 11:35:08 AM

City of Scottsbluff, Nebraska

Monday, December 1, 2014

Regular Meeting

Item Reports4

Council to consider approval of using up to $70,000 of contingency funds from the electric fund for pre-1984 police officer pension payout.

Staff Contact: Jana Bode, HR Director

A g e n d a   S t a t e m e n t

Item No.

For Meeting of: 12/1/2014

AGENDA TITLE: Council approval of up to $70,000 out of contingency in the electric fund for Pre-84 pension payout.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Administration

PRESENTATION BY: Rick Kuckkahn

SUMMARY EXPLANATION:

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION:

EXHIBITS

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

Other (specify) ______________________________

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

APPROVAL FOR SUBMITTAL: ____________________________
City Manager

Rev 3/1/99CClerk

City of Scottsbluff, Nebraska

Monday, December 1, 2014

Regular Meeting

Item Reports5

Council to authorize the Mayor to sign the contract with Copier Connection for the Development Services copy machine.

Staff Contact: Annie Urdiales, Planning Administrator

COPIER CONNECTION INC.
1916 Broadway
Scottsbluff Nebraska 69361

SAVIN COPIER FULL SERVICE CONTRACT
TONER INCLUSIVE

Purchased By: City of Scottsbluff
Community Development
2525 Circle Dr
Scottsbluff NE 69361-2495

This contract will be for one year.

Contract purchased date: September 1 2014

One each Savin copier model # C2824

Beginning meter reading, black 208,934 color 25,697

Copier Connection Inc. will perform all required maintenance on the copier described above as required through normal and customary usage of said copier including the following:
All service checks, replacement of damaged or worn parts, including the photosensitive drum, and all intervening service calls. Included under the terms of the contract are all charges for service labor. Service is to be performed between the hours of 8:00 A.M. and 5:00 P.M. Monday thru Friday, excluding holidays.
This contract shall be limited to parts, labor and toner as a result of customary and normal use of said copier. Specifically excluded from coverage under this agreement are the following:
Damage to the said copier due to negligence, accidents or misuse by purchaser, its employees or its agents, damage as a result of any crime or vandalism, damage due to the effects of fire, damage as a result of natural forces, and damage caused from the use of toner and paper that does not meet Savin specifications. Purchaser is responsible for providing adequate space and electrical wiring for the machine.
This contract does include Black and Color Toner.
This contract may be terminated by either party with 30 days prior written notice. The charges for this contract are as follows:

$300.00 per year plus $.015 per black and white copies made over 10,500 and $.069 for color copies made over 2,000 per year..

Signed and agreed this ________Day of ________________, 2014.

______________________________ Rattorsetron

Title______________________________ Service Manager

______________________________ Copier Connection Inc.

Purchaser Firm Name

Please return signed contract.

COPIER CONNECTION INC.
1916 Broadway
Scottsbluff Nebraska 69361

SAVIN COPIER FULL SERVICE CONTRACT
TONER INCLUSIVE

Purchased By: City of Scottsbluff
Community Development
2525 Circle Dr
Scottsbluff NE 69361-2495

This contract will be for one year.

Contract purchased date: September 1 2014

One each Savin copier model # C2824

Beginning meter reading, black 198,650

Copier Connection Inc. will perform all required maintenance on the copier described above as required through normal and customary usage of said copier including the following:
All service checks, replacement of damaged or worn parts, including the photosensitive drum, and all intervening service calls. Included under the terms of the contract are all charges for service labor. Service is to be performed between the hours of 8:00 A.M. and 5:00 P.M. Monday thru Friday, excluding holidays.
This contract shall be limited to parts, labor and toner as a result of customary and normal use of said copier. Specifically excluded from coverage under this agreement are the following:
Damage to the said copier due to negligence, accidents or misuse by purchaser, its employees or its agents, damage as a result of any crime or vandalism, damage due to the effects of fire, damage as a result of natural forces, and damage caused from the use of toner and paper that does not meet Savin specifications. Purchaser is responsible for providing adequate space and electrical wiring for the machine.
This contract does include Black and Color Toner.
This contract may be terminated by either party with 30 days prior written notice. The charges for this contract are as follows:

$564.00 per year ($141.00 per quarter) plus $.015 per copy over 56,400 black copies per year.
Color copies are to be billed at $.072 per copy monthly.

Signed and agreed this ________Day of ________________, 2014.

____________________________ Ron Forsstrom

Title__________________________ Service Manager

____________________________ Copier Connection Inc.

Purchaser Firm Name

Please return signed contract.

City of Scottsbluff, Nebraska

Monday, December 1, 2014

Regular Meeting

Item Reports6

Council to authorize the Mayor to sign a Memorandum to USDA Rural Development regarding the mitigation contract provisions for the Minatare water projects.

Staff Contact: Rick Kuckkahn, City Manager

Memorandum

Date: December 1, 2014
To: **USDA- Rural Development, Denise Meeks, Natalie Furrow**
From: City of Scottsbluff
RE: **Memorandum of understanding by and between Scottsbluff and Minatare, Nebraska, for Contract provisions regarding mitigation requirements, payments (Paragraph #8 as approved by Scottsbluff, Minatare and USDA-Rural Development)**

Dear Ms. Furrow and Ms Meeks:

On behalf of the City of Scottsbluff, Nebraska, as their legal representative and after approval by formal motion by the City Council for the City of Scottsbluff, Nebraska on December 1, 2014, it is hereby stated that the City Council for the City of Scottsbluff, Nebraska has reviewed and approved the Memorandum of Understanding approved by formal motion of the City Council of the City of Minatare, Nebraska on November 17, 2014, and that pursuant to paragraph 8 of the Contract for water services provided by Scottsbluff to Minatare, the City of Minatare has the following obligations:

If mitigation is part of the water project due to state and/or federal mandates, Minatare will be responsible and pay for all costs associated with any and all mitigation mandates as issued to Scottsbluff, who is the water supplier, by NPNRD or the DNR. This includes, but is not limited to, payment for land, decommissioning ground water irrigation rights, creation of purchase agreements, finder's/realtor's fees, etc. If there are any other non-mitigation related fees or expenses incurred by the City of Scottsbluff while submitting and executing its application for a water transfer permit, the City of Scottsbluff understands that the City of Minatare shall reimburse the City of Scottsbluff for those fees and expenses.

Furthermore, the City of Scottsbluff understands that it cannot move forward with its permit application until the City of Minatare, pursuant to paragraph 8, meets any and all mitigation requirements issued by the NPNRD or the DNR.

CITY OF SCOTTSBLUFF,

____

Randy Meininger
Mayor
City of Scottsbluff, Nebraska
2525 Circle Drive
Scottsbluff, NE 69361

Page 2 of 2

City of Scottsbluff, Nebraska

Monday, December 1, 2014

Regular Meeting

Item Reports7

Council to receive an update of the Economic Development Plan, no action will be taken.

Staff Contact: Rick Kuckkahn, City Manager

City of Scottsbluff, Nebraska

Monday, December 1, 2014

Regular Meeting

Item Resolut.1

Council to consider an ordinance dealing with a change in fees for proposed budgeted increase in fees charged for water, environmental services, and stormwater surcharge (third reading).

Staff Contact: Rick Kuckkahn, City Manager

Agenda Statement

Item No.

For meeting of: **November 3, 2014**

AGENDA TITLE: Council to consider an ordinance dealing with a change in fees for proposed budgeted increase in fees charged for water, environmental services, and stormwater surcharge.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Finance Department

PRESENTATION BY: Rick Kuckkahn, City Manager

SUMMARY EXPLANATION:
The proposed ordinance reflects council's decisions at budget time as follows:

Environmental services – 3%
Water – 1%
Stormwater – 50% (from $0.50 per billing to $1.00 per billing)

The overall dollar increase per <u>month</u> (before sales tax) for a minimum bill is $0.89 (1.8%).

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Staff recommends that Council approve the proposed change in fees and authorize the Mayor to sign the official Ordinance Record.

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 NO. __________

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

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

Section 1. Section 6-6-22 of the Scottsbluff Municipal Code is amended to provide as follows:

6-6-22. Surcharge.

(1) There will be a $1.00 per billing cycle surcharge fee to all residents of the city for stormwater regulatory requirements and the use, upkeep and maintenance of the city's stormwater collection system.

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

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

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

(5) The rates and fees provided in this section shall be effective with respect to usage for which billings are made on or after January 1, 2015.

Section 2. Section 6-6-23 of the Scottsbluff Municipal Code is amended to provide as follows:

6-6-23. Residential.

The minimum monthly charges for collection and disposal service to residential units for solid waste contained in approved containers shall be as follows, effective for all billings made on and after January 1, 2015:

One-family unit (including mobile homes with an individual water or sewer connection) $18.35

One-family two container unit (including mobile homes with an individual water or sewer connection) $41.95

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

Multifamily structures (including mobile home parks with a single water or sewer connection) Rate Per Unit

2 to 4 units 18.35
5 to 6 units 16.49
7 to 10 units 15.58
11 to 16 units 14.67
17 to 39 units 13.72
40 to 59 units 12.81
60 or more units 11.93

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

The rates and fees provided in this section shall be effective with respect to usage for which billings are made on or after January 1, 2015.

Section 3. Section 6-6-24 of the Scottsbluff Municipal Code is amended to provide as follows:
6-6-24. Institutional; business; commercial; industrial.
(a) The monthly charges for collection and disposal of solid waste of institutional, business, commercial and industrial establishments, and solid waste in required containers at construction sites, shall be based upon the number of approved containers collected per collection. Where an establishment has its own water or sewer connection, the fact that it shares a building with another establishment, or does not occupy the entire building, shall be of no significance. The charge per approved container per collection shall, effective for all billings made on and after January 1, 2015 be as follows:

	Each time container is emptied	Monthly minimum
90 gallon	$ 9.48	$37.92
1.5 cubic yard	12.65	50.60
3.0 cubic yard	24.07	96.28

The rates and fees provided in this section shall be effective with respect to usage for which billings are made on or after January 1, 2015.

Section 4. Section 6-6-25 of the Scottsbluff Municipal Code is amended to provide as follows:
6-6-25. Yard Waste Container Charge.
Those containers designated for yard waste shall be sold by the City at the following rates:
90 gallon.. $80.00 plus tax/each

Section 5. Section 6-6-26.1 of the Scottsbluff Municipal Code is amended to provide as follows:
6-6-26.1. Recyclable materials.
1. The monthly fee for the single stream recycling program will be $4.00 per month. The single stream recyclable material will be collected in a container provided by the City.
2. Every person who shall dispose of an appliance at any disposal site of the City shall pay a charge of $20.00 per appliance.
3. The fee for the Gaylord (cardboard) containers shall be $20.00 per month.
4. The rates and fees provided in this section shall be effective with respect to the usage for which billings are made on or after December 1, 2012.

Section 6. Section 6-6-27 of the Scottsbluff Municipal Code is amended to provide as follows:
6-6-27. Special Collections and Additional Containers.
Upon request, the City may, but is not required to, make special collections of solid waste or deliver addition containers for residents having an event. When a special collection is made, the charges shall be as follows:

Residential 90 gallon roll-out trash container...$11.00
Residential yard waste container...$11.00
Each appliance...$26.00
Pallets (price for each pallet)..$ 6.00
Tires (price for each tire):
Car...$ 6.00
Truck...$11.00
Tractor...$23.00

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

90 gallon - $11.00 rental fee per container and $11.00 for dump per container
1.5CY - $12.65 rental fee per container and $12.65 for dump per container
3CY - $24.07 rental fee per container and $24.07 for dump per container

The charges for the collection of other solid waste shall be based on volume as measured by the capacity of a standard ½ ton pickup truck. There shall be a minimum charge of $11.00. If the volume of solid waste as estimated by the representative of the Sanitation Department exceeds to capacity of a standard ½ ton pickup truck, the charge shall be $31.00 for each pickup load.

Section 7. Section 6-6-28 of the Scottsbluff Municipal Code is amended to provide as follows:
6-6-28. Water service.
(1) Each user of the City water system located within the City limits shall pay charges based on bimonthly consumption as follows:

Gallons	Rate per Thousand Gallons
Up to 10,000	$2.194
10,001 to 20,000	1.785
20,001 to 60,000	1.778
60,001 to 100,000	1.757
Over 100,000	1.741

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

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

Water Meter Size	Minimum Charge	Gallons
5/8" or 3/4"	$21.94	10,000
1"	39.79	20,000
1½"	75.35	40,000
2"	102.02	55,000
3"	163.62	90,000
4"	250.83	140,000
6"	355.29	200,000
8"	529.39	300,000

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

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

The rates and fees provided for in this section shall be effective with respect to all connections, installations, and usage on or after January 1, 2015.

Section 8. Existing Sections 6-6-22, 6-6-23, 6-6-24, 6-6-25, 6-6-26.1, 6-6-27, and 6-6-28, of the Scottsbluff Municipal Code are hereby repealed, provided however that the rates provided for in such prior sections shall remain effective until midnight, December 31, 2014. This Ordinance shall not be construed to effect any cause of action, civil or criminal, existing or actions pending, at the time this Ordinance becomes effective.

Section 9. This Ordinance shall become effective January 1, 2015.

PASSED and APPROVED on ___________________, 2014.

____
Mayor

Attest:

____
City Clerk (Seal)

Approved as to Form:

____
Deputy City Attorney

City of Scottsbluff, Nebraska

Monday, December 1, 2014

Regular Meeting

Item Resolut.2

Council to consider approval of the Certification and Resolutions appointing Philip Mark Bohl as the City of Scottsbluff Street Superintendent.

Staff Contact: Mark Bohl, Public Works Director

RESOLUTION NO. ____________________

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

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

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

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

This Resolution shall become effective upon its passage and approval.

PASSED and APPROVED on December 1, 2014.

____

Mayor

ATTEST:

____

City Clerk

RESOLUTION NO. ___________________

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

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

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

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

This Resolution shall become effective upon its passage and approval.

PASSED and APPROVED on December 1, 2014.

____

Mayor

ATTEST:

____

City Clerk

Certification of City Street Superintendent
For Determining Incentive Payment
January 1, 2014 to December 31, 2014

*This certified that ______________________________, License Number S-______ Class ______,
(Name of Superintendent as appears on license card) *(A or B)*

was the appointed City Street Superintendent of ______________________________
(Name of City or Village)

from ______________________________, 2014 to ______________________________, 2014
Month *Date* *Month* *Date*

and actually performed all of the following duties:

1. Developing and annually updating a long-range plan based on needs and coordinated with adjacent local governmental units;
2. Developing an annual program for design, construction, and maintenance;
3. Developing an annual budget based on programmed projects and activities;
4. Submitting such plans, programs, and budgets to the local governing body for approval;
5. Implementing the capital improvements and maintenance activities provided in the approved plans, programs, and budgets; and
6. Preparing and submitting annually to the Board of Public Roads Classifications and Standards the one-year plans, six-year plans, or annual metropolitan transportation improvement programs of the municipality for highway, road, and street improvements as set forth in sections 39-2115 to 39-2117, 39-2119, and 39-2119.01 and a report showing the actual receipts, expenditures, and accomplishments compared with those budgeted and programmed in the annual plans of the municipality as set forth in section 39-2120.

And further certifies that the superintending services of the above listed individual were provided by: *(check one)*

☐ Employment with this Municipality

☐ Contract (consultant) with this Municipality

☐ Contract (interlocal agreement) between this Municipality and the following listed Municipality(ies) and/or County(ies) ______________________________

Attest:

____
Mayor/Chairperson Village Board (Printed Name)

____
Clerk's Official Email Address

____
Signature of Mayor/Chairperson Village Board

____
Clerk's Printed Name

____
Signature of City Clerk/Village Clerk

* * * * *

* If more than one individual, in succession, provided superintending services during the calendar year, list each successive superintendent on a separate form. The amount will be computed based on (a) your most recent Federal Census as certified by the Tax Commissioner; (b) whether or not your municipality appointed a licensed superintendent for all 12 months; (c) class of license, A or B; and (d) whether or not the superintendent performed all of the duties listed.

* * * * *

Reference 39-2511 through 39-2515 Neb. Rev. Stat. In addition to this annual certification of superintendent to the Nebraska Department of Roads, (due December 31st), the municipality is also responsible for the annual certification of program integrity to the Board of Public Roads Classifications and Standards as part of the Annual Report/SSAR (NBCS Form 6, due December 31st from municipalities except Lincoln November 30th and Omaha March 31st).

Return the completed original certification to:
Highway Local Liaison Coordinator
Liaison Services Section
Nebraska Department of Roads
PO Box 94759
Lincoln NE 68509-4759

City of Scottsbluff, Nebraska

Monday, December 1, 2014

Regular Meeting

Item Exec1

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

Staff Contact: City Council