

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

Regular Meeting
November 19, 2018
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. Closed Session
 - a) Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda as per Section 84-1410 of the Nebraska Revised Statutes.
7. Consent Calendar (Items in the consent calendar are proposed for adoption by one action for all items unless any member of the council requests that an item be considered separately)
 - a) Approve the minutes of the November 5, 2018 Regular Meeting.
 - b) Council to set a public hearing for December 3rd at 6:15 p.m. to consider an Ordinance-proposed text changes including definitions for Micro Distilleries and Distilleries and including such as a special permitted and permitted use in zoning districts C-1, C-2, C-3, M-1, & M-2.
 - c) Council to set a public hearing for December 3rd at 6:15 p.m. to consider an Ordinance-proposed text changes to include regulations regarding signs and revise the sign tables to allow for free standing signs in zoning districts PBC, C-1, C-2, C-3, M-1, & M-2.
 - d) Council to set a public hearing for December 3rd at 6:15 p.m. to consider a Zone Change for parcel Lot 1, Block 1, Northern Heights by Foos from an R-1A Single Family to Office and Professional (O&P).
 - e) Council to set a public hearing for December 3rd at 6:15 p.m. to consider a Resolution taking formal action and adopting a uniform policy pursuant to the Local Government Miscellaneous Expenditure Act.
 - f) Council to set a public hearing for December 17th at 6:00 p.m. to consider a Redevelopment Plan by PIVO, Inc.

- g) Council to set a public hearing for December 17th at 6:00 p.m. to consider a Redevelopment Plan by Auto Spa, LLC.
- 8. Claims:
 - a) Regular claims
- 9. Public Hearings:
 - a) Council to conduct a public hearing at 6:00 p.m. to consider acquiring property at 1306 East Overland located over the Scottsbluff Drain.
- 10. Resolution & Ordinances:
 - a) Council to consider a Resolution authorizing the purchase and acquisition of real estate and authorizing City Manager Johnson to sign closing documents for the purchase of property located at 1306 East Overland.
 - b) Council to consider approval of the Certification identifying Philip Mark Bohl as the City of Scottsbluff Street Superintendent for determining incentive payment for 2018.
 - c) Council to approve the Resolution naming Philip Mark Bohl as the City of Scottsbluff Street Superintendent.
 - d) Council to consider an Ordinance annexing tracts of land known as Lot 1, Block 1, Western Addition and tracts of land situated in the W1/2 SW1/4 of Section 19, Township 22 North, Range 54 West of the 6th P.M., Scotts Bluff County.
 - e) Council to consider an Ordinance establishing a fee for non-medical assistance to individuals.
 - f) Council to consider an Ordinance designating the public way in Immigrant Trail Subdivision as Migrant Way, authorizing its use as a street.
- 11. Reports from Staff, Boards & Commissions:
 - a) Council to receive an update on funding mechanisms regarding the Riverside Discovery Contract.
 - b) Council to consider an Economic Development Agreement for Bsquared Farming and Trucking, LLC.
 - c) Council to discuss and instruct staff on signage for East Overland.
 - d) Council to consider a sewer claim from Mike and Marsha Green for property located at 314 East 27th Street.
 - e) Council to consider approval of an Interlocal Cooperation Agreement with the County for the operation of the Scotts Bluff Drain and authorize the Mayor to sign the Agreement.
 - f) Council to discuss and instruct staff on purchasing technology devices for the new Council.
- 12. 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

13. Council reports (informational only):
14. Scottsbluff Youth Council Representative report (informational only):
15. Adjournment.

City of Scottsbluff, Nebraska

Monday, November 19, 2018

Regular Meeting

Item Exec1

Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda as per Section 84-1410 of the Nebraska Revised Statutes.

Staff Contact: City Council

City of Scottsbluff, Nebraska

Monday, November 19, 2018

Regular Meeting

Item Consent1

Approve the minutes of the November 5, 2018 Regular Meeting.

Staff Contact: City Council

The Scottsbluff City Council met in a regular meeting on November 5, 2018 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 2, 2018, 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 emailed to each council member, made available to radio stations KNEB, KMOR, KOAQ, and television stations KSTF and NBC Nebraska, and the Star Herald. The notice was also available on the city's website on November 2, 2018.

Mayor Meininger presided and City Clerk Wright recorded the proceedings. The Pledge of Allegiance was recited, led by Boy Scout Troop 5. 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 who they are representing 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: Randy Meininger, Scott Shaver, Jordan Colwell, Mark McCarthy, and Raymond Gonzales. Also present were City Manager Johnson and City Attorney Kent Hadenfeldt.

Mayor Meininger asked if there were any changes to the agenda. There were none.

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

Mayor Meininger welcomed Boy Scout Troop 5 – Scottsbluff United Methodist Church.

Moved by Council Member Shaver seconded by Council Member McCarthy that,

- a) "The minutes of the October 15, 2018 Regular Meeting be approved,"
- b) "A Public Hearing be set for November 19th at 6:00 p.m. to consider acquiring property at 1306 East Overland located over the Scottsbluff Drain." "YEAS," Colwell, Meininger, Shaver, McCarthy, and Gonzales" "NAYS," None. Absent: None.

Moved by Mayor Meininger, seconded by Council Member Gonzales, "that the following claims be approved and paid as provided by law out of the respective funds designated in the list of claims dated November 5, 2018, as on file with the City Clerk and submitted to the City Council," "YEAS," Meininger, Shaver, McCarthy, Gonzales, and Colwell. "NAYS," None. Absent: None.

CLAIMS

ALARMSECURITYTECHNICIANS,CONTRACTUALPD,14.95;ALLOCOMMUNICATIONS,LLC,L
OCAL TELEPHONE CHARGES,4692.8; AMAZON.COM HEADQUARTERS,MISC.,98.88;
AMERICAN DOORSTOP PROJECT PRODUCTIONS, LLC,CLOSE OUT LB 840 GRANT,272.7;
ASSURITY LIFE INSURANCE CO,LIFE INSURANCE,32.95; B & H INVESTMENTS, INC,DEP.
SUP. - LIBRARY,236.03; BARCO MUNICIPAL PRODUCTS INC,2 BUNDLES GALV.
POSTS,2620.04; BLACK HILLS GAS DISTRIBUTION LLC,MONTHLY ENERGY BILL ,1952.98;
BLUFFS SANITARY SUPPLY INC.,MEDICAL GLOVES,430.33; BROWN'S SHOE FIT,
CO.,UNIFORMS & CLOTHING,501.83; CAPITAL BUSINESS SYSTEMS INC.,CONTRACTUAL-
PD,38; CELLCO PARTNERSHIP,CELL PHONES/CAR MODEMS,1275.38; CENCON,

LLC, CONTRACTUAL SVC, 750; CITIBANK N.A., DEPT SUPPLIES, 288.56; CITIBANK, N.A., GROUND MAINT, 101.22; COATS CALEB, CONTRACTUAL, 60; COLONIAL LIFE & ACCIDENT INSURANCE COMPANY, SUPPLEMENTAL INS, 48.7; CONTINUUM EAP, EAP SERVICES 10/18 - 9/19, 5000; CONTRACTORS MATERIALS INC., TOOL BOXES FOR BRUSH TRUCK, 3339.05; COZY, INC, GROUND MAINT PK, 110; CREDIT MANAGEMENT SERVICES INC., WAGE ATTACHMENT, 436.12; CRESCENT ELECT. SUPPLY COMP INC, CLEAR 7W BULBS, 193.48; CYNTHIA GREEN, DEPT SUPP, 137.82; DALE'S TIRE & RETREADING, INC., VEHICLE MTNC, 881.17; DAS STATE ACCOUNTING-CENTRAL FINANCE, MONTHLY LONG DISTANCE, 146.1; DIVE RESCUE, INC, DIVE RESCUE COMMUNICATION EQUIPMENT, 9255.67; DON KRUG, DAMAGE REIMB - 1313 AVE Z, 425; DUANE E. WOHLERS, DISPOSAL FEES, 800; ELLIOTT EQUIPMENT COMPANY INC., EQUIP MTNC, 2546.08; ENERGY LABORATORIES, INC, SAMPLES, 135; F. H. SCHAFER ELEVATOR, INC, DEPT SUPP, 450; FAIRBANKS SCALES INC, DEPT SUP, 325.3; FASTENAL COMPANY, SUPP - NUTS & BOLTS, 32.94; FEDERAL EXPRESS CORPORATION, POSTAGE, 98.39; FERNANDEZ ROBERTO, CONTRACTUAL, 60; FLOYD'S TRUCK CENTER, INC, EQUIP MTNC, 26.37; FYR-TEK INC, AIR-EJECT COUPLINGS FOR RESCUE 1, 46.25; GENERAL ELECTRIC CAPITAL CORPORATION, PRGRM., 698.36; GENERAL TRAFFIC CONTROLS, INC, PEDESTRIAN CROSSWALK EQUIP. 27TH ST & AVE B, 8496; HAWKINS, INC., CHEMICALS, 1666.87; HD SUPPLY FACILITIES MAINTENANCE LTD, DEPT SUP, 5639.09; HOA SOLUTIONS, INC, DEPT SUP, 5452.05; HULLINGER GLASS & LOCKS INC., BLDG MAINT, 33; HYDROTEX PARTNERS, LTD, EQUIP MTNC, 1716.04; I C M A, MEMBERSHIP - NATHAN JOHNSON, 1057.28; IDEAL LAUNDRY AND CLEANERS, INC., DEPT SUPPLIES, 516.46; INDEPENDENT PLUMBING AND HEATING, INC, BLDG MAINT PK, 101.47; INFINITY CONSTRUCTION, INC., 42ND STREET - AVE I TO 5TH AVE, 437475.35; INGRAM LIBRARY SERVICES INC, BKS., 986.54; INTERNAL REVENUE SERVICE, WITHHOLDINGS, 114996.6; JOHN DEERE FINANCIAL, UNIFORMS PK, 6218.99; JOHN DEERE FINANCIAL, GROUND MAINT PK, 325.46; JOHN DEERE FINANCIAL, EQUIP MAINT CEM, 4379.17; KNOW HOW LLC, EQUIP MTNC, 2317.27; KOLB T NATHAN, CONTRACTUAL, 120; KRIZ DAVIS, ELECT. SUPP - CLIPS, PLPS, 165.5; L & M LAND CO LLC, TREE REBATE, 119.98; LAWSON PRODUCTS, INC, DEPT SUPPLIES, 110.72; LEAGUE ASSOCIATION OF RISK MANAGEMENT, DEDUCTIBLE REIMB. (7/1/18 - 9/30/18), 358.75; IGH ENVIRONMENTAL EQUIP, INC, EQUIPMENT, 12700; LITZELMAN KALE, CONTRACTUAL, 120; LOFINK BRADEN, CONTRACTUAL, 120; M.C. SCHAFF & ASSOCIATES, INC, PROF. SERVICES (42ND ST), 38666; MADISON NATIONAL LIFE, LIFE INSURANCE, 1776.63; MAILFINANCE INC, CONT. SRVCS., 514.76; MALTOS-GARCIA ARNOLDO, CONTRACTUAL, 120; MATHESON TRI-GAS INC, HYDRO TEST CYLINDERS, 125; MATTHEW M. HUTT, PRE EMPL. EVAL - J. WEITZEL, 450; M-B CO, INC, DEPT SUPPLIES, 370.57; MENARDS, INC, DEPT SUP, 207.36; MICHAEL LEVICK, REIMBURSE FOR SMOKE ALARMS, 44.46; MIDLANDS NEWSPAPERS, INC, LEGAL PUBLISHING, 925.5; MIDWEST MOTOR SUPPLY CO INC, DEPT SUPPLIES, 65.26; NATIONAL TELEPHONE MESSAGE CORP, DEPT SUPPL-PD, 342.59; NE CHILD SUPPORT PAYMENT CENTER, NE CHILD SUPPORT PYBLE, 2700.9; NE DEPT OF REVENUE, SALES TAX, 29705.74; NE DEPT OF ROADS, RENEW CITY & COUNTY SUPERINTENDENT LICENSES, 60; NEBRASKA INTERACTIVE, LLC, DRIVERS LICENSE REQ. - SEPT. 2018, 6; NEBRASKA MACHINERY CO, EQUIP MTNC, 318.74; NEBRASKA PUBLIC POWER DISTRICT, ELECTRIC, 23536.66; NEBRASKA STATE TREASURER'S OFFICE, UNCLAIMED PROPERTY, 553.59; NEBRASKA STATEWIDE ARBORETUM, MEMBERSHIPS, 130; NELSON TRENT, DEPT SUPPLIES, 512.74; NETWORKFLEET, INC, DEPT SUPPLIES, 729.36; OLSON JOSEPH, CONTRACTUAL, 120; ONE CALL CONCEPTS, INC, CONTRACTUAL, 150.45; PANDURO PAUL, CONTRACTUAL, 60; PANHANDLE COOPERATIVE ASSOCIATION, OTHER FUEL, 7422.15; PANHANDLE ENVIRONMENTAL SERVICES INC, SAMPLES, 160; PANHANDLE HUMANE SOCIETY, CONTRACTUAL, 5174.59; PANHANDLE PUBLIC HEALTH DISTRICT, 2018

PANHANDLE SAFETY & WELLNESS CONF.,400; PAUL D LEE,UNIFORMS & CLOTHING,111.99; PEPSI COLA OF WESTERN NEBRASKA, LLC,CONCESSIONS,134.25; PLATTE VALLEY BANK,HEALTH SAVINGS ACCOUNT,30132.4; POLYDYNE INC,CHEMICALS,5379.93; POSTMASTER,POSTAGE,1190.79;POWERPLAN,EQUIP MTNC,630.57; PRAISE WINDOWS INC,BLDG MAIN.,645; PROTEX CENTRAL, INC.,BLDG MAINT,108; QUILL CORPORATION,PRINTER CARTRIDGES - NEW SOFTWARE,1796.96; REG OKLAHOMA ACQUISITIONS,DEP. SUP.,1090.4; REGIONAL CARE INC,HEALTH INSURANCE PREMIUM - NOV 2018,109150.86; REVIZE LLC,WEBSITE SUPPORT,2568; ROCKSTEP SCOTTSBLUFF LLC,OCCUPANCY TAX (MAY - SEPT 2018),41209.71; ROOSEVELT PUBLIC POWER DISTRICT,ELECTRICITY,1813.1;RURAL HEALTH DEVELOPMENT, INC.,LB 840 GRANT,95749.95; S M E C,EMPLOYEE DEDUCTION,320; SANDBERG IMPLEMENT, INC,EQUIP MAINT PK,79.89; SATO, LEANN,SCHOOLS & CONF,80; SATUR, JACK,SCHOOLS & CONF,115; SCB CO CLERK,CONTRACTUAL,10564.44; SCB COUNTY,FINAL PYMT - 2017 PICTOMETRY FLIGHT,3826.67; SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,390; SCHROEDER MICHAEL,CONTRACTUAL,60; SCOTTSBLUFF POLICE OFFICERS ASSOCIATION,POLICE EE DUES,1152; SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC,SPECIAL EVENT REC,165; SCOTTSBLUFF WINSUPPLY COMPANY,DEPT SUPP CEM,95.87; SCOTTSBLUFF/GERING CHAMBER OF COMMERCE,STATE OF THE VALLEY LUNCHEON,160; SHAFFER PUBLICATONS,SBSCR. RNWL.,1966.75; SIMMONS JACOB,CONTRACTUAL,120; SIMMONS OLSEN LAW FIRM, P.C.,CONTRACTUAL SERVICES,9059.11; SIMON CONTRACTORS,STREET PATCH - MIDWEST THEATER PKG LOT IMPROVEMENT,19380.21; SPENCER, KEVIN,SCHOOLS & CONF-PD,226.17; STARR LEHL,CONF EXPENSE - NIFA WORKFORCE HOUSING,36.13; STATE HEALTH LAB,SAMPLES,2624; SUPERIOR SIGNALS, INC,EQUIP MTNC,178.96; TEXAS PNEUDRAULIC INC,EQUIP MTNC,110.89; THOMPSON, NOELLE,PRGRM.,10; TOYOTA MOTOR CREDIT CORPORATION,HIDTA CAR LEASE,365.69; TRAFFIC PARTS, INC,T.S. PARTS - PED LED H/MAN,5574.3;TYLER TECHNOLOGIES, INC,EQUIP MAINTENANCE - RECEIPT PRINTERS,1239.63; UNION BANK & TRUST,RETIREMENT,73091.06; UNITED STATES WELDING,DEPT SUPPLIES,69.33; US BANK,2015 LEASING CORP BONDS,1609886.99; US BANK,HOSE TESTING MACHINE (QUOTES ATTACHED),6556.68; WARREN GARRETT,CONTRACTUAL,120; WESTERN COOPERATIVE COMPANY,EQUIP MAINT PK,125; WESTERN NE COMMUNITY COLLEGE,EXPENSE - MANUF. DAY,400; WESTERN TRAVEL TERMINAL, LLC,VEH MAINT,13; WYOMING CHILD SUPPORT ENFORCEMENT,CHILD SUPPORT,1476.16; WYOMING FIRST AID & SAFETY SUPPLY, LLC,FIRST AID KIT SUPPLIES,81.3; WYOMING WATER DEVELOPMENT OFF,PAWS FEASIBILITY STUDY,8352.25; YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE,YMCA,1637; REFUNDS: R KELLEY BURFORD, 69.32; KAILA BORGMAN, 119.93; CHILD DEV CENTER SPRINKLER, 48.38; JUSTIN J CLARK, 17.99; ERIC A SIMMONS, 12.83.

City Manager Johnson explained to Council that Angela Kembel representing the Downtown Scottsbluff Association could not attend the Council meeting due to a conflict. The Holiday Parade this year will be on November 18, 2018 starting around 6:00 p.m. and will showcase the Capitol Christmas tree that is making its way from Oregon; lasting around 90 minutes depending on the amount of floats in the parade. Council Member Shaver asked if 1st Avenue would be closed, with Mr. Johnson stating it is not on the application to be closed. Council Member Gonzales made the motion, seconded by Council Member Colwell “to approve a Community Festival Permit for the Holiday Parade and special events on Broadway sponsored by the Downtown Scottsbluff Association on November 18, 2018, 4:00 p.m. to 8:00 p.m., including street closures, vendors and noise permit,” “YEAS,” Shaver, McCarthy, Gonzales, Colwell, and Meininger. “NAYS,” None. Absent: None.

Regarding the Community Festival Permit for Christmas on Broadway/ Jingle Jog, Triniti Burgner was in attendance from the YMCA for questions. The event will be December 1st from 2:00 to 4:00 p.m. and will end at the 18th Street Plaza. Mayor Meininger made the motion, seconded by Council Member McCarthy “to approve a Community Festival Permit for Christmas on Broadway/ Jingle Jog sponsored by the Scottsbluff YMCA on December 1, 2018, 2:00 p.m. to 4:00 p.m., including street closures, vendors and noise permit,” “YEAS,” McCarthy, Gonzales, Colwell, Meininger, and Shaver. “NAYS,” None. Absent: None.

Fire Chief Tom Schingle approached council regarding the Ordinance charging a nominal fee for lift assistance to individuals, assisted living facilities and nursing care facilities. Mr. Schingle stated these calls pertain only to lifting, requiring no other medical treatment, which takes the fire department away from other emergencies that demand more care. Council Member Shaver asked how long a call takes, with Fire Chief Schingle saying in the area of fifteen to twenty minutes, utilizing two, sometimes three people. Council Member Colwell asked if this has become a problem in the last few years. Mr. Schingle stated they see it on occasion; it is not a big problem, but they want to start charging a fee to be used as more of a deterrent.

Mr. Terry Schaub, Council candidate, asked how many calls approximately a day they are receiving and how repetitive from individuals. Fire Chief Schingle said through the fire department they are not seeing many calls, but through the 911 system, last year, one individual would call three times a week lasting around four months. This calendar year, however, they have seen around ten calls.

Ms. Joanne Phillips, Council candidate, stated she would like the public to have more say, since the calls are not overwhelming. She asked that we partner with other agencies that might offer help and is not comfortable having an all or nothing fee for these services.

Mr. Nathan Green, Council candidate, asked if the assisted living and nursing homes have been advised of this. He asked if it is elderly patients requesting assistance or someone that needs a well check. Mayor Meininger explained that assisted living facilities, by regulation, state an RN, LPN and nursing assistant cannot lift nor do assessments; it requires an EMT provide this.

Council Member Colwell added if we see a trend then start charging, but at the fire department’s discretion. Ms., Kristene Perrin, resident, was concerned about discrimination and charging certain people. She mentioned the elderly on fixed budgets and if they could afford the service.

After discussion, Council decided that City Manager Johnson, Fire Chief Schingle and Mayor Meininger should go over the Ordinance and work through the concerns that were brought before Council.

Mr. Johnson introduced the resolution prohibiting left hand turns onto and from East 27th Street from the horseshoe drive exit and entrance at Scottsbluff High School, which is due to pedestrian and traffic concerns. He stated the high school is in agreement and the City, by prohibiting left hand turns in this area, wants to eliminate any potential safety concerns. It was put into motion by Council Member McCarthy, seconded by Council Member Colwell “to approve Resolution No. 18-11-01 prohibiting left hand turns onto and from East 27th Street from the horseshoe drive exit and entrance at Scottsbluff High School,” “YEAS,” McCarthy, Gonzales, Colwell, Meininger, and Shaver. “NAYS,” None. Absent: None.

RESOLUTION 18-11-01

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

Section 1. The public safety, convenience and welfare require that “No Left Turn” or “No Right Turn” signs be erected as authorized by 22-2-11 of the Municipal Code.

Section 2. Left turns are prohibited at the following intersections:

- a. Left turns onto Broadway Avenue from West Railway Street.
- b. Left turns onto Broadway Avenue from Municipal Parking Lot Seven (vehicles entering the intersection of 15th Street and Broadway Avenue From Municipal Lot Seven).
- c. Left turns onto Avenue I from West Railway Street.
- d. Left turns from 27th Street onto the horseshoe drive entrance at Scottsbluff High School.
- e. Left turns onto 27th Street from the horseshoe drive exit at Scottsbluff High School.

Section 3. Right turns are prohibited at the following intersections:

- a. Right turns onto West Railway Street from Avenue I.

Section 4. “No Left Turn” or “No Right Turn” signs shall be erected at the intersections described above to give the public notice of the prohibited turns.

Section 5. Resolution LT-2, adopted by the City Council on September 10, 1990, Resolution 95-6-10, adopted by the City Council on June 12, 1995, Resolution 01-9-4, Adopted by the City Council on September 17, 2001, and all other resolutions in conflict with this resolution are hereby repealed.

Section 6. This Resolution shall become effective following its passage and approval.

Passed and Approved on November 5, 2018

ATTEST:

City Clerk

SEAL

Mayor

City Manager Johnson, as directed by Council Member Gonzales, gave an update on negotiations with the Riverside Discovery Center contract. Mr. Johnson explained that after reviewing financials, it is clearly evident that the zoo cannot operate without the City's funds and is asking the Council for direction regarding the contract. Council Member Shaver asked if they can't operate today can they in two years? Mr. Johnson said he cannot speak for the future, but as of right now they need the City's funds to maintain operations. Council Member Shaver stated we need to start backing away as a supporter and as the contract ends, cut the funding in half and work our way out of it. Council Member Gonzales added we need to find a funding source and not use the general fund; feeling we need to look at this now and be proactive in the future. City Manager Johnson was asked by Council to bring back, in a future meeting, some funding sources to help with the zoo and their financial need.

Mr. Todd Lewis with Bytes Computer and Network Solutions, Inc. approached Council regarding an LB840 loan for \$100,000.00 to be used for equipment upgrades, leasehold improvements and employee expansion to meet business demand. Mr. Lewis stated they have moved locations, increased employees from 12-15, and are hosting data center solutions. He stated 90% of what they do is done remotely and they are looking to expand that capacity. He added the money generated stays in this community, but comes from other areas and his employees are certified, educated and trained to communicate with the customer. Council Member Shaver was concerned with the base job credits being doubled, but was glad the business was located in Scottsbluff and thinks what they are doing is great. Council Member Gonzales made the motion, seconded by Council Member McCarthy "to approve the Economic Development Agreement for Bytes computer and Network Solutions, Inc.," "YEAS," Gonzales, Colwell, Meininger, and McCarthy. "NAYS," Shaver. Absent: None.

Regarding the update on revisions to City Codes, City Manager Johnson informed Council that due to the last Council meeting, which involved school zone issues, we started reviewing codes and have found that the City needs to have a Code revision. This revision will take approximately a year, the cost should be less than \$30,000.00 and the City will reach out to different companies to get quotes. Council Member Shaver asked where the companies are located; he would like to see a local company work on the project due to understanding our area. Mr. Johnson stated Simmons Olsen, our attorney firm, is located in Scottsbluff, but the others are in the eastern part of the state and Cincinnati. Mayor Meininger asked when and where the funding would come from. Mr. Johnson said we would like to start the first calendar quarter of 2019, budgeting for the next fiscal year, with all departments contributing to funding. After discussion, Council asked Mr. Johnson to get quotes and information to determine when to proceed with the project.

Mr. Johnson went over the solar facilities lease agreement with Sol Systems, LLC, acknowledging there will be a blended Power Purchase Agreement (PPA) with the already existing solar facility and that blended Power Purchase Agreement will be around 0.05 per kwh, lower than the current charge of 0.058/0.059 per kwh. Mr. Johnson stated the entire City's electrical infrastructure will utilize the solar project and because of this we will be the first renewable electric City in the State of Nebraska and possibly the Country. Council Member Shaver was concerned about the retention pond and the panels. Mr. Johnson stated that will not be an issue as the panels will be elevated high enough, around four to six feet. Council Member McCarthy made the motion, seconded by Council Member Colwell "to approve the Solar Facilities Lease Agreement for the 5 MW Solar Project and authorize the Mayor to execute the agreement," "YEAS," Colwell, Meininger, Shaver, McCarthy, and Gonzales. "NAYS," None. Absent: None.

There were no comments from the public. Under Council Reports, Council Member Colwell reported on the PAWS tour he and Council Member Shaver attended at Cody Wyoming. He commented it was an amazing place and is very similar to what the City does with its waste water treatment facility. Council Member Shaver was impressed by how low tech the project is, commenting that it is a nice system. Mayor Meininger stated the Senior Center meets on November 13th and Council Member Gonzales announced that PADD will meet on Thursday at noon at the Cirrus House Conference Room.

Josie Amoo and Halle Shaddick, sophomores from Scottsbluff High School reported for Youth Council. They told about many events happening at the school, including the Special Education Department hosting a Circle of Friends Support Peer Group, Educators Rising attending an Educators Showcase at UNK, SHS Thespian Troop 918 hosting a zombie escape room for Halloween, Mock Trial starting Thursday, December 6th and the Scottsbluff DECA Club attending the Greater Nebraska Regionals with many students medaling.

Council Member Shaver made the motion, seconded by Council Member Colwell “to adjourn the meeting at 6:57 p.m.,” “YEAS,” Meininger, Shaver, McCarthy, Gonzales, and Colwell. “NAYS,” None. Absent: None.

Mayor

City Clerk

“SEAL”

City of Scottsbluff, Nebraska

Monday, November 19, 2018

Regular Meeting

Item Consent2

Council to set a public hearing for December 3rd at 6:15 p.m. to consider an Ordinance-proposed text changes including definitions for Micro Distilleries and Distilleries and including such as a special permitted and permitted use in zoning districts C-1, C-2, C-3, M-1, & M-2.

Staff Contact: City Council

City of Scottsbluff, Nebraska

Monday, November 19, 2018

Regular Meeting

Item Consent3

Council to set a public hearing for December 3rd at 6:15 p.m. to consider an Ordinance-proposed text changes to include regulations regarding signs and revise the sign tables to allow for free standing signs in zoning districts PBC, C-1, C-2, C-3, M-1, & M-2.

Staff Contact: City Council

City of Scottsbluff, Nebraska

Monday, November 19, 2018

Regular Meeting

Item Consent4

Council to set a public hearing for December 3rd at 6:15 p.m. to consider a Zone Change for parcel Lot 1, Block 1, Northern Heights by Foos from an R-1A Single Family to Office and Professional (O&P).

Staff Contact: City Council

City of Scottsbluff, Nebraska

Monday, November 19, 2018

Regular Meeting

Item Consent5

Council to set a public hearing for December 3rd at 6:15 p.m. to consider a Resolution taking formal action and adopting a uniform policy pursuant to the Local Government Miscellaneous Expenditure Act.

Staff Contact: City Council

City of Scottsbluff, Nebraska

Monday, November 19, 2018

Regular Meeting

Item Consent6

Council to set a public hearing for December 17th at 6:00 p.m. to consider a Redevelopment Plan by PIVO, Inc.

Staff Contact: City Council

City of Scottsbluff, Nebraska

Monday, November 19, 2018

Regular Meeting

Item Consent7

Council to set a public hearing for December 17th at 6:00 p.m. to consider a Redevelopment Plan by Auto Spa, LLC.

Staff Contact: City Council

City of Scottsbluff, Nebraska

Monday, November 19, 2018

Regular Meeting

Item Claims1

Regular claims

Staff Contact: Liz Hilyard, Finance Director



City of Scottsbluff, NE

Expense Approval Report

By Vendor Name

Post Dates 11/06/2018 - 11/19/2018

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00393 - ACTION COMMUNICATIONS INC.					
Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				85.00
RADIO BATTERY	EQUIPMENT MAINTENANCE				137.50
Fund 111 - GENERAL Total:					222.50
Fund: 621 - ENVIRONMENTAL SERVICES					
VEHICLE MTNC	VEHICLE MAINTENANCE				124.40
CAMBIUM INTERNET SERVICE 1...	DEPARTMENT SUPPLIES				55.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					179.40
Fund: 631 - WASTEWATER					
CAMBIUM INTERNET SERVICE 1...	DEPARTMENT SUPPLIES				55.00
Fund 631 - WASTEWATER Total:					55.00
Vendor 00393 - ACTION COMMUNICATIONS INC. Total:					456.90
Vendor: 02583 - ADVANCE AUTO PARTS					
Fund: 111 - GENERAL					
Headlight	VEHICLE MAINTENANCE				37.49
Fund 111 - GENERAL Total:					37.49
Vendor 02583 - ADVANCE AUTO PARTS Total:					37.49
Vendor: 05575 - ADVERTISING SPECIALTIES LLC					
Fund: 111 - GENERAL					
UNIFORM SHORTS WITH EMBR...	UNIFORMS & CLOTHING				681.80
Fund 111 - GENERAL Total:					681.80
Vendor 05575 - ADVERTISING SPECIALTIES LLC Total:					681.80
Vendor: 00382 - AMERICAN WATER WORKS ASSOCIATION					
Fund: 641 - WATER					
MEMBERSHIPS	MEMBERSHIPS				198.00
Fund 641 - WATER Total:					198.00
Vendor 00382 - AMERICAN WATER WORKS ASSOCIATION Total:					198.00
Vendor: 02118 - ANITA'S GREENSCAPING INC					
Fund: 111 - GENERAL					
Cont. srvcs.	CONTRACTUAL SERVICES				242.00
Fund 111 - GENERAL Total:					242.00
Vendor 02118 - ANITA'S GREENSCAPING INC Total:					242.00
Vendor: 09604 - ARROWHEAD SCIENTIFIC					
Fund: 111 - GENERAL					
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES				379.77
Fund 111 - GENERAL Total:					379.77
Vendor 09604 - ARROWHEAD SCIENTIFIC Total:					379.77
Vendor: 04575 - AUTOZONE STORES, INC					
Fund: 111 - GENERAL					
VEH MAINT	VEHICLE MAINTENANCE				10.53
Fund 111 - GENERAL Total:					10.53
Fund: 725 - CENTRAL GARAGE					
EQUIP MTNC	EQUIPMENT MAINTENANCE				62.97
EQUIP MTNC	EQUIPMENT MAINTENANCE				170.00
EQUIP MTNC	EQUIPMENT MAINTENANCE				85.00
Fund 725 - CENTRAL GARAGE Total:					317.97
Vendor 04575 - AUTOZONE STORES, INC Total:					328.50

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00295 - B & H INVESTMENTS, INC					
Fund: 111 - GENERAL					
Dep. sup. - LIBRARY	DEPARTMENT SUPPLIES				40.50
Fund 111 - GENERAL Total:					40.50
Vendor 00295 - B & H INVESTMENTS, INC Total:					40.50
Vendor: 00405 - BLUFFS SANITARY SUPPLY INC.					
Fund: 111 - GENERAL					
DEPT/JANIT SUPPL-PD	DEPARTMENT SUPPLIES				40.55
DEPT/JANIT SUPPL-PD	DEPARTMENT SUPPLIES				40.54
DEPT/JANIT SUPPL-PD	JANITORIAL SUPPLIES				19.92
DEPT/JANIT SUPPL-PD	JANITORIAL SUPPLIES				19.92
JANIT SUPPL-PD	JANITORIAL SUPPLIES				20.83
JANIT SUPPL-PD	JANITORIAL SUPPLIES				20.84
Jan. sup.	JANITORIAL SUPPLIES				137.90
JANIT SUPPL-PD	JANITORIAL SUPPLIES				-1.47
JANIT SUPPL-PD	JANITORIAL SUPPLIES				-1.46
Jan. sup.	JANITORIAL SUPPLIES				56.26
JANIT SUPPL-PD	JANITORIAL SUPPLIES				27.55
JANIT SUPPL-PD	JANITORIAL SUPPLIES				27.56
JANIT SUPPL-PD	JANITORIAL SUPPLIES				24.65
JANIT SUPPL-PD	JANITORIAL SUPPLIES				24.64
Jan. sup.	JANITORIAL SUPPLIES				26.52
DEPT SUPPL-PD	DEPARTMENT SUPPLIES				74.15
DEPT SUPPL-PD	DEPARTMENT SUPPLIES				74.14
JANIT SUPPL-PD	JANITORIAL SUPPLIES				29.21
JANIT SUPPL-PD	JANITORIAL SUPPLIES				29.22
DEPT SUPP	DEPARTMENT SUPPLIES				49.98
Fund 111 - GENERAL Total:					741.45
Vendor 00405 - BLUFFS SANITARY SUPPLY INC. Total:					741.45
Vendor: 00735 - CAPITAL BUSINESS SYSTEMS INC.					
Fund: 111 - GENERAL					
CONTRACTUAL-PD	CONTRACTUAL SERVICES				28.34
Cont. srvc.	CONTRACTUAL SERVICES				354.21
EQUIP MAINT	EQUIPMENT MAINTENANCE				111.52
Fund 111 - GENERAL Total:					494.07
Vendor 00735 - CAPITAL BUSINESS SYSTEMS INC. Total:					494.07
Vendor: 00055 - CARR- TRUMBULL LUMBER CO, INC.					
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				24.61
Fund 641 - WATER Total:					24.61
Vendor 00055 - CARR- TRUMBULL LUMBER CO, INC. Total:					24.61
Vendor: 07911 - CELLCO PARTNERSHIP					
Fund: 212 - TRANSPORTATION					
CELL PHONE FOR ON CALL	TELEPHONE				16.97
Fund 212 - TRANSPORTATION Total:					16.97
Fund: 631 - WASTEWATER					
CELL PHONES	CELLULAR PHONE				79.87
Fund 631 - WASTEWATER Total:					79.87
Fund: 641 - WATER					
CELL PHONES	CELLULAR PHONE				84.26
Fund 641 - WATER Total:					84.26
Vendor 07911 - CELLCO PARTNERSHIP Total:					181.10

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 09415 - CENTURY TOOL INC					
Fund: 725 - CENTRAL GARAGE					
DEPT SUPPLIES	DEPARTMENT SUPPLIES				10.00
				Fund 725 - CENTRAL GARAGE Total:	10.00
				Vendor 09415 - CENTURY TOOL INC Total:	10.00
Vendor: 00484 - CITY OF GERING					
Fund: 621 - ENVIRONMENTAL SERVICES					
DISPOSAL FEES	DISPOSAL FEES				44,583.14
				Fund 621 - ENVIRONMENTAL SERVICES Total:	44,583.14
				Vendor 00484 - CITY OF GERING Total:	44,583.14
Vendor: 01976 - CLARK PRINTING LLC					
Fund: 111 - GENERAL					
DEPT SUPPL-PD	DEPARTMENT SUPPLIES				773.06
				Fund 111 - GENERAL Total:	773.06
				Vendor 01976 - CLARK PRINTING LLC Total:	773.06
Vendor: 03010 - COLONIAL LIFE & ACCIDENT INSURANCE COMPANY					
Fund: 713 - CASH & INVESTMENT POOL					
SUPPLEMENTAL INS	LIFE INS EE PAYABLE				22.75
SUPPLEMENTAL INS	DIS INC INS EE PAYABLE				25.95
				Fund 713 - CASH & INVESTMENT POOL Total:	48.70
				Vendor 03010 - COLONIAL LIFE & ACCIDENT INSURANCE COMPANY Total:	48.70
Vendor: 00706 - COMPUTER CONNECTION INC					
Fund: 111 - GENERAL					
CONTRACTUAL-PD	CONTRACTUAL SERVICES				44.00
				Fund 111 - GENERAL Total:	44.00
				Vendor 00706 - COMPUTER CONNECTION INC Total:	44.00
Vendor: 00267 - CONTRACTORS MATERIALS INC.					
Fund: 111 - GENERAL					
GROUND MAINT	GROUNDS MAINTENANCE				11.92
				Fund 111 - GENERAL Total:	11.92
Fund: 212 - TRANSPORTATION					
SUPP - SAND BAGS	DEPARTMENT SUPPLIES				67.62
SUPP - EXP. JOINT	DEPARTMENT SUPPLIES				76.44
				Fund 212 - TRANSPORTATION Total:	144.06
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				234.22
				Fund 631 - WASTEWATER Total:	234.22
				Vendor 00267 - CONTRACTORS MATERIALS INC. Total:	390.20
Vendor: 09824 - CORE & MAIN LP					
Fund: 641 - WATER					
METERS	METERS				603.46
METERS	METERS				674.15
METERS	METERS				790.20
METERS	METERS				1,040.23
DEPT SUP	DEPARTMENT SUPPLIES				7,673.54
DEPT SUP	DEPARTMENT SUPPLIES				545.88
DEPT SUP	DEPARTMENT SUPPLIES				6,583.20
METERS	METERS				3,760.02
				Fund 641 - WATER Total:	21,670.68
				Vendor 09824 - CORE & MAIN LP Total:	21,670.68

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00714 - COZY, INC					
Fund: 111 - GENERAL					
DOOR SIGNS AND LETTERING F...	DEPARTMENT SUPPLIES				175.00
				Fund 111 - GENERAL Total:	175.00
				Vendor 00714 - COZY, INC Total:	175.00
Vendor: 05709 - CREDIT BUREAU OF COUNCIL BLUFFS					
Fund: 111 - GENERAL					
FEE - OCTOBER 2018	CONSULTING SERVICES				50.00
				Fund 111 - GENERAL Total:	50.00
				Vendor 05709 - CREDIT BUREAU OF COUNCIL BLUFFS Total:	50.00
Vendor: 06564 - CREDIT MANAGEMENT SERVICES INC.					
Fund: 713 - CASH & INVESTMENT POOL					
WAGE ATTACHMENT	WAGE ATTACHMENT EE PAY				218.06
				Fund 713 - CASH & INVESTMENT POOL Total:	218.06
				Vendor 06564 - CREDIT MANAGEMENT SERVICES INC. Total:	218.06
Vendor: 09767 - CROELL INC					
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				409.28
				Fund 641 - WATER Total:	409.28
				Vendor 09767 - CROELL INC Total:	409.28
Vendor: 07689 - CYNTHIA GREEN					
Fund: 111 - GENERAL					
Dep. sup.	DEPARTMENT SUPPLIES				39.96
Dep. sup.	DEPARTMENT SUPPLIES				27.16
DEPT SUPP	DEPARTMENT SUPPLIES				2.59
DEPT SUPP	DEPARTMENT SUPPLIES				17.80
				Fund 111 - GENERAL Total:	87.51
				Vendor 07689 - CYNTHIA GREEN Total:	87.51
Vendor: 00234 - D & H ELECTRONICS INC.					
Fund: 212 - TRANSPORTATION					
SUPP - SOLDER	DEPARTMENT SUPPLIES				22.13
SUPP - CABLE TIES	DEPARTMENT SUPPLIES				4.93
				Fund 212 - TRANSPORTATION Total:	27.06
				Vendor 00234 - D & H ELECTRONICS INC. Total:	27.06
Vendor: 07421 - DUANE E. WOHLERS					
Fund: 621 - ENVIRONMENTAL SERVICES					
DISPOSAL FEES	DISPOSAL FEES				800.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	800.00
				Vendor 07421 - DUANE E. WOHLERS Total:	800.00
Vendor: 01003 - ELLIOTT EQUIPMENT COMPANY INC.					
Fund: 621 - ENVIRONMENTAL SERVICES					
DEPT SUPPLIES	DEPARTMENT SUPPLIES				4,088.00
DEPT SUPPLIES	DEPARTMENT SUPPLIES				715.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	4,803.00
				Vendor 01003 - ELLIOTT EQUIPMENT COMPANY INC. Total:	4,803.00
Vendor: 09944 - ENSEMBLE SOLUTIONS GROUP					
Fund: 215 - SPECIAL PROJECTS					
MOBILE CAD SIERRA WIRELESS,...	EQUIPMENT				1,353.00
				Fund 215 - SPECIAL PROJECTS Total:	1,353.00
				Vendor 09944 - ENSEMBLE SOLUTIONS GROUP Total:	1,353.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 02460 - FASTENAL COMPANY					
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				35.98
Fund 631 - WASTEWATER Total:					35.98
Vendor 02460 - FASTENAL COMPANY Total:					35.98
Vendor: 07574 - FAT BOYS TIRE AND AUTO					
Fund: 725 - CENTRAL GARAGE					
EQUIP MTNC	EQUIPMENT MAINTENANCE				16.00
EQUIP MTNC	EQUIPMENT MAINTENANCE				50.50
EQUIP MTNC	EQUIPMENT MAINTENANCE				1,338.00
EQUIP MTNC	EQUIPMENT MAINTENANCE				37.70
Fund 725 - CENTRAL GARAGE Total:					1,442.20
Vendor 07574 - FAT BOYS TIRE AND AUTO Total:					1,442.20
Vendor: 00548 - FEDERAL EXPRESS CORPORATION					
Fund: 111 - GENERAL					
POSTAGE-PD	POSTAGE				136.67
Fund 111 - GENERAL Total:					136.67
Fund: 631 - WASTEWATER					
POSTAGE	POSTAGE				244.07
Fund 631 - WASTEWATER Total:					244.07
Fund: 641 - WATER					
POSTAGE	POSTAGE				105.28
POSTAGE	POSTAGE				103.98
Fund 641 - WATER Total:					209.26
Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:					590.00
Vendor: 09991 - FERNANDEZ ROBERTO					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				60.00
CONTRACTUAL	CONTRACTUAL SERVICES				60.00
CONTRACTUAL	CONTRACTUAL SERVICES				30.00
Fund 111 - GENERAL Total:					150.00
Vendor 09991 - FERNANDEZ ROBERTO Total:					150.00
Vendor: 07904 - FREMONT MOTOR SCOTTSBLUFF, LLC					
Fund: 725 - CENTRAL GARAGE					
EQUIP MTNC	EQUIPMENT MAINTENANCE				228.37
EQUIP MTNC	EQUIPMENT MAINTENANCE				131.08
Fund 725 - CENTRAL GARAGE Total:					359.45
Vendor 07904 - FREMONT MOTOR SCOTTSBLUFF, LLC Total:					359.45
Vendor: 05600 - GALLS INC					
Fund: 111 - GENERAL					
UNIFORMS-PD	UNIFORMS & CLOTHING				557.45
UNIFORMS-PD	UNIFORMS & CLOTHING				12.58
UNIFORMS-PD	UNIFORMS & CLOTHING				109.98
UNIFORMS-PD	UNIFORMS & CLOTHING				14.48
UNIFORMS-PD	UNIFORMS & CLOTHING				91.66
Fund 111 - GENERAL Total:					786.15
Vendor 05600 - GALLS INC Total:					786.15
Vendor: 00602 - GENERAL TRAFFIC CONTROLS, INC					
Fund: 212 - TRANSPORTATION					
CONTROLLER, CAMERA FOR 20...	ELECTRICAL MAINTENANCE				23,120.00
Fund 212 - TRANSPORTATION Total:					23,120.00
Vendor 00602 - GENERAL TRAFFIC CONTROLS, INC Total:					23,120.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 09610 - GRAY TELEVISION GROUP INC					
Fund: 661 - STORMWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				1,390.00
				Fund 661 - STORMWATER Total:	1,390.00
				Vendor 09610 - GRAY TELEVISION GROUP INC Total:	1,390.00
Vendor: 04371 - HAWKINS, INC.					
Fund: 641 - WATER					
CHEMICALS	CHEMICALS				1,322.59
CHEMICALS	CHEMICALS				2,618.63
				Fund 641 - WATER Total:	3,941.22
				Vendor 04371 - HAWKINS, INC. Total:	3,941.22
Vendor: 04299 - HD SUPPLY FACILITIES MAINTENANCE LTD					
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				1,304.61
DEPT SUP	DEPARTMENT SUPPLIES				1,949.11
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING				112.30
				Fund 641 - WATER Total:	3,366.02
				Vendor 04299 - HD SUPPLY FACILITIES MAINTENANCE LTD Total:	3,366.02
Vendor: 06423 - HYDROTEX PARTNERS, LTD					
Fund: 725 - CENTRAL GARAGE					
OIL & ANTIFREEZE	OIL & ANTIFREEZE				1,659.88
				Fund 725 - CENTRAL GARAGE Total:	1,659.88
				Vendor 06423 - HYDROTEX PARTNERS, LTD Total:	1,659.88
Vendor: 00525 - IDEAL LAUNDRY AND CLEANERS, INC.					
Fund: 111 - GENERAL					
UNIFORMS-PD	UNIFORMS & CLOTHING				99.96
UNIFORMS-PD	UNIFORMS & CLOTHING				99.96
UNIFORMS-PD	UNIFORMS & CLOTHING				99.96
UNIFORMS-PD	UNIFORMS & CLOTHING				99.96
JANITORIAL SUPP	JANITORIAL SUPPLIES				345.87
Jan. sup.	JANITORIAL SUPPLIES				89.25
				Fund 111 - GENERAL Total:	834.96
Fund: 212 - TRANSPORTATION					
MATS, TOWELS	DEPARTMENT SUPPLIES				31.99
MATS, TOWELS	DEPARTMENT SUPPLIES				31.99
SUPP - WINDOW CLEANER	DEPARTMENT SUPPLIES				57.34
				Fund 212 - TRANSPORTATION Total:	121.32
Fund: 621 - ENVIRONMENTAL SERVICES					
DEPT SUPPLIES	DEPARTMENT SUPPLIES				93.41
				Fund 621 - ENVIRONMENTAL SERVICES Total:	93.41
Fund: 631 - WASTEWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				25.00
CONTRACTUAL SVC	CONTRACTUAL SERVICES				18.57
				Fund 631 - WASTEWATER Total:	43.57
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				25.00
CONTRACTUAL SVC	CONTRACTUAL SERVICES				18.57
				Fund 641 - WATER Total:	43.57
Fund: 725 - CENTRAL GARAGE					
UNIFORMS & CLOTHING	DEPARTMENT SUPPLIES				33.24
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING				8.96
UNIFORMS & CLOTHING	DEPARTMENT SUPPLIES				31.24
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING				8.96
				Fund 725 - CENTRAL GARAGE Total:	82.40
				Vendor 00525 - IDEAL LAUNDRY AND CLEANERS, INC. Total:	1,219.23

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 09291 - INGRAM LIBRARY SERVICES INC					
Fund: 111 - GENERAL					
Bks.	BOOKS				121.61
Bks. & AV	AUDIOVISUAL SUPPLIES				41.24
Bks. & AV	BOOKS				1,095.19
Bks.	BOOKS				164.78
Fund 111 - GENERAL Total:					1,422.82
Vendor 09291 - INGRAM LIBRARY SERVICES INC Total:					1,422.82
Vendor: 00733 - INLAND TRUCK PARTS & SERVICE					
Fund: 725 - CENTRAL GARAGE					
EQUIP MTNC	EQUIPMENT MAINTENANCE				305.12
Fund 725 - CENTRAL GARAGE Total:					305.12
Vendor 00733 - INLAND TRUCK PARTS & SERVICE Total:					305.12
Vendor: 08154 - INTERNAL REVENUE SERVICE					
Fund: 713 - CASH & INVESTMENT POOL					
WITHHOLDINGS	MEDICARE W/H EE PAYABLE				3,986.75
WITHHOLDINGS	MEDICARE W/H EE PAYABLE				3,986.75
WITHHOLDINGS	FICA W/H EE PAYABLE				14,016.60
WITHHOLDINGS	FICA W/H EE PAYABLE				14,016.60
WITHHOLDINGS	FED W/H EE PAYABLE				24,857.59
Fund 713 - CASH & INVESTMENT POOL Total:					60,864.29
Vendor 08154 - INTERNAL REVENUE SERVICE Total:					60,864.29
Vendor: 08525 - INTRALINKS, INC					
Fund: 111 - GENERAL					
CONTRACT SERVICES - OCTOBER...	CONTRACTUAL SERVICES				2,775.00
CONTRACT SERVICES - POLICE D...	CONTRACTUAL SERVICES				5,493.75
CONTRACT SERVICES - LIBRARY...	CONTRACTUAL SERVICES				56.25
Fund 111 - GENERAL Total:					8,325.00
Fund: 212 - TRANSPORTATION					
BATTERY BACKUPS, SUPPLIES - ...	DEPARTMENT SUPPLIES				133.97
CONTRACT SERVICES - OCTOBER...	CONTRACTUAL SERVICES				393.75
Fund 212 - TRANSPORTATION Total:					527.72
Fund: 213 - CEMETERY					
CONTRACT SERVICES - OCTOBER...	CONTRACTUAL SERVICES				18.75
Fund 213 - CEMETERY Total:					18.75
Fund: 215 - SPECIAL PROJECTS					
(18) MICROSOFT WORD 2019 - ...	EQUIPMENT				2,278.98
MICROSOFT OFFICE 2019 - PD E...	EQUIPMENT				649.46
Fund 215 - SPECIAL PROJECTS Total:					2,928.44
Fund: 725 - CENTRAL GARAGE					
CONTRACT SERVICES - OCTOBER...	CONTRACTUAL SERVICES				37.50
Fund 725 - CENTRAL GARAGE Total:					37.50
Vendor 08525 - INTRALINKS, INC Total:					11,837.41
Vendor: 05696 - INVENTIVE WIRELESS OF NE, LLC					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				35.32
Fund 111 - GENERAL Total:					35.32
Vendor 05696 - INVENTIVE WIRELESS OF NE, LLC Total:					35.32
Vendor: 00192 - J G ELLIOTT CO.INC.					
Fund: 111 - GENERAL					
PUBLIC OFFICIAL BOND - SCOTT...	BONDING				100.00
Fund 111 - GENERAL Total:					100.00
Vendor 00192 - J G ELLIOTT CO.INC. Total:					100.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 08680 - JONATHAN BRUMLEY					
Fund: 111 - GENERAL					
Exponential Engine Training Cou...	SCHOOL & CONFERENCE				1,322.45
Fund 111 - GENERAL Total:					1,322.45
Vendor 08680 - JONATHAN BRUMLEY Total:					1,322.45
Vendor: 00098 - KENNETH LEROY DODGE					
Fund: 111 - GENERAL					
Equip. main.	EQUIPMENT MAINTENANCE				80.00
Fund 111 - GENERAL Total:					80.00
Vendor 00098 - KENNETH LEROY DODGE Total:					80.00
Vendor: 09747 - KNOW HOW LLC					
Fund: 111 - GENERAL					
VEHICLE MAINT	VEHICLE MAINTENANCE				23.90
fuel filter	VEHICLE MAINTENANCE				7.08
EQUIP MAINT	EQUIPMENT MAINTENANCE				11.04
Fund 111 - GENERAL Total:					42.02
Fund: 621 - ENVIRONMENTAL SERVICES					
EQUIP MTNC	EQUIPMENT MAINTENANCE				71.46
EQUIP MTNC	EQUIPMENT MAINTENANCE				583.10
EQUIP MTNC	EQUIPMENT MAINTENANCE				75.98
EQUIP MTNC	EQUIPMENT MAINTENANCE				-25.92
Fund 621 - ENVIRONMENTAL SERVICES Total:					704.62
Fund: 725 - CENTRAL GARAGE					
EQUIP MTNC	EQUIPMENT MAINTENANCE				47.16
EQUIP MTNC	EQUIPMENT MAINTENANCE				9.70
EQUIP MTNC	EQUIPMENT MAINTENANCE				54.38
DEPT SUPPLIES	DEPARTMENT SUPPLIES				46.38
EQUIP MTNC	EQUIPMENT MAINTENANCE				4.69
EQUIP MTNC	EQUIPMENT MAINTENANCE				92.06
DEPT SUPPLIES	DEPARTMENT SUPPLIES				6.98
EQUIP MTNC	EQUIPMENT MAINTENANCE				17.35
EQUIP MTNC	EQUIPMENT MAINTENANCE				11.26
EQUIP MTNC	EQUIPMENT MAINTENANCE				10.67
EQUIP MTNC	EQUIPMENT MAINTENANCE				11.42
EQUIP MTNC	EQUIPMENT MAINTENANCE				71.98
EQUIP MTNC	EQUIPMENT MAINTENANCE				27.60
EQUIP MTNC	EQUIPMENT MAINTENANCE				19.42
EQUIP MTNC	EQUIPMENT MAINTENANCE				16.78
EQUIP MTNC	EQUIPMENT MAINTENANCE				1.36
EQUIP MTNC	EQUIPMENT MAINTENANCE				11.04
EQUIP MTNC	EQUIPMENT MAINTENANCE				15.38
EQUIP MTNC	EQUIPMENT MAINTENANCE				19.42
EQUIP MTNC	EQUIPMENT MAINTENANCE				19.82
EQUIP MTNC	EQUIPMENT MAINTENANCE				9.51
EQUIP MTNC	EQUIPMENT MAINTENANCE				76.10
EQUIP MTNC	EQUIPMENT MAINTENANCE				48.80
DEPT SUPPLIES	DEPARTMENT SUPPLIES				141.04
EQUIP MTNC	EQUIPMENT MAINTENANCE				-12.63
Fund 725 - CENTRAL GARAGE Total:					777.67
Vendor 09747 - KNOW HOW LLC Total:					1,524.31
Vendor: 09979 - KOLB T NATHAN					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				60.00
CONTRACTUAL	CONTRACTUAL SERVICES				60.00
CONTRACTUAL	CONTRACTUAL SERVICES				45.00
Fund 111 - GENERAL Total:					165.00
Vendor 09979 - KOLB T NATHAN Total:					165.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 09872 - KRIZ DAVIS					
Fund: 212 - TRANSPORTATION					
SUPP - SCREWS	DEPARTMENT SUPPLIES				10.89
SUPP - DUCT SEAL COMPOUND	DEPARTMENT SUPPLIES				6.66
				Fund 212 - TRANSPORTATION Total:	17.55
Fund: 725 - CENTRAL GARAGE					
DEPT SUPPLIES	DEPARTMENT SUPPLIES				147.15
				Fund 725 - CENTRAL GARAGE Total:	147.15
				Vendor 09872 - KRIZ DAVIS Total:	164.70
Vendor: 09590 - LEXISNEXIS RISK DATA MANAGEMENT					
Fund: 111 - GENERAL					
CONSULTING-PD	CONSULTING SERVICES				100.00
				Fund 111 - GENERAL Total:	100.00
				Vendor 09590 - LEXISNEXIS RISK DATA MANAGEMENT Total:	100.00
Vendor: 09978 - LOFINK BRADEN					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				60.00
CONTRACTUAL	CONTRACTUAL SERVICES				60.00
CONTRACTUAL	CONTRACTUAL SERVICES				45.00
				Fund 111 - GENERAL Total:	165.00
				Vendor 09978 - LOFINK BRADEN Total:	165.00
Vendor: 08653 - LOGOZ LLC					
Fund: 111 - GENERAL					
Sweatshirts	UNIFORMS & CLOTHING				252.00
				Fund 111 - GENERAL Total:	252.00
				Vendor 08653 - LOGOZ LLC Total:	252.00
Vendor: 09980 - MALTOS-GARCIA ARNOLDO					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				60.00
CONTRACTUAL	CONTRACTUAL SERVICES				60.00
CONTRACTUAL	CONTRACTUAL SERVICES				45.00
				Fund 111 - GENERAL Total:	165.00
				Vendor 09980 - MALTOS-GARCIA ARNOLDO Total:	165.00
Vendor: 08317 - MATHESON TRI-GAS INC					
Fund: 641 - WATER					
RENT - MACHINES	RENT-MACHINES				55.25
				Fund 641 - WATER Total:	55.25
				Vendor 08317 - MATHESON TRI-GAS INC Total:	55.25
Vendor: 07588 - MATTHEW M. HUTT					
Fund: 111 - GENERAL					
PROF.SERVICES - PRE EMPL.- A....	CONTRACTUAL SERVICES				450.00
PRE EMPL. EVAL - T. GILL	CONTRACTUAL SERVICES				450.00
PRE-EMPL. EVAL - JUSTIN MURI...	CONTRACTUAL SERVICES				450.00
				Fund 111 - GENERAL Total:	1,350.00
				Vendor 07588 - MATTHEW M. HUTT Total:	1,350.00
Vendor: 07628 - MENARDS, INC					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				24.95
MATERIALS FOR SHELVES IN UN...	DEPARTMENT SUPPLIES				142.14
BLDG MAINT-PD	BUILDING MAINTENANCE				28.72
BLDG MAINT-PD	BUILDING MAINTENANCE				28.72
BUILDING SUPPLIES FOR TRAIN...	DEPARTMENT SUPPLIES				490.39
Bldg Supplies for props	DEPARTMENT SUPPLIES				87.15
				Fund 111 - GENERAL Total:	802.07

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 212 - TRANSPORTATION					
SUPP - GLUE, TOOL KIT	DEPARTMENT SUPPLIES				12.96
SUPP - COVER, BOX	DEPARTMENT SUPPLIES				13.46
SUPP - STRAPS, SCREWS	DEPARTMENT SUPPLIES				10.21
SUPP - BITS, LUMBER, PLYWOOD	DEPARTMENT SUPPLIES				92.25
SUPP - BRUSH, LUMBER	DEPARTMENT SUPPLIES				19.83
				Fund 212 - TRANSPORTATION Total:	148.71
Fund: 213 - CEMETERY					
DEPT SUPP	DEPARTMENT SUPPLIES				36.95
				Fund 213 - CEMETERY Total:	36.95
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				31.40
				Fund 631 - WASTEWATER Total:	31.40
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				19.85
				Fund 641 - WATER Total:	19.85
				Vendor 07628 - MENARDS, INC Total:	1,038.98
Vendor: 00705 - MIDLANDS NEWSPAPERS, INC					
Fund: 111 - GENERAL					
LEGAL NOTICE	LEGAL PUBLICATIONS				19.09
LEGAL NOTICE	LEGAL PUBLICATIONS				22.09
Legal Publishing	LEGAL PUBLICATIONS				18.71
Legal Publishing	LEGAL PUBLICATIONS				551.87
Legal Publishing	LEGAL PUBLICATIONS				26.72
Legal Publishing	LEGAL PUBLICATIONS				84.46
Legal Publishing	LEGAL PUBLICATIONS				11.07
Legal Publishing	RECRUITMENT				2,082.36
				Fund 111 - GENERAL Total:	2,816.37
Fund: 212 - TRANSPORTATION					
Legal Publishing	LEGAL PUBLICATIONS				887.25
				Fund 212 - TRANSPORTATION Total:	887.25
Fund: 224 - ECONOMIC DEVELOPMENT					
Legal Publishing	PUBLICATIONS				34.36
				Fund 224 - ECONOMIC DEVELOPMENT Total:	34.36
Fund: 621 - ENVIRONMENTAL SERVICES					
Legal Publishing	LEGAL PUBLICATIONS				32.94
				Fund 621 - ENVIRONMENTAL SERVICES Total:	32.94
Fund: 631 - WASTEWATER					
Legal Publishing	LEGAL PUBLICATIONS				10.69
				Fund 631 - WASTEWATER Total:	10.69
				Vendor 00705 - MIDLANDS NEWSPAPERS, INC Total:	3,781.61
Vendor: 08967 - MONUMENT PREVENTION COALITION					
Fund: 111 - GENERAL					
CONTRACTUAL-PD	CONTRACTUAL SERVICES				939.94
				Fund 111 - GENERAL Total:	939.94
				Vendor 08967 - MONUMENT PREVENTION COALITION Total:	939.94
Vendor: 09981 - MULLEN MITCH					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				60.00
CONTRACTUAL	CONTRACTUAL SERVICES				60.00
CONTRACTUAL	CONTRACTUAL SERVICES				30.00
				Fund 111 - GENERAL Total:	150.00
				Vendor 09981 - MULLEN MITCH Total:	150.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 07788 - MUNICIPAL EMERGENCY SERVICES INC					
Fund: 111 - GENERAL					
THERMAL IMAGER BATTERIES	DEPARTMENT SUPPLIES				431.31
Fund 111 - GENERAL Total:					431.31
Vendor 07788 - MUNICIPAL EMERGENCY SERVICES INC Total:					431.31
Vendor: 04791 - MUNICIPAL PIPE SERVICES, INC.					
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				5,522.84
Fund 641 - WATER Total:					5,522.84
Vendor 04791 - MUNICIPAL PIPE SERVICES, INC. Total:					5,522.84
Vendor: 02569 - MUNIMETRIX SYSTEMS CORP					
Fund: 111 - GENERAL					
IMAGESILE - OCTOBER 2018	CONTRACTUAL SERVICES				39.99
Fund 111 - GENERAL Total:					39.99
Vendor 02569 - MUNIMETRIX SYSTEMS CORP Total:					39.99
Vendor: 04082 - NE CHILD SUPPORT PAYMENT CENTER					
Fund: 713 - CASH & INVESTMENT POOL					
NE CHILD SUPPORT PYBLE	CHILD SUPPORT EE PAY				1,350.55
Fund 713 - CASH & INVESTMENT POOL Total:					1,350.55
Vendor 04082 - NE CHILD SUPPORT PAYMENT CENTER Total:					1,350.55
Vendor: 08083 - NE COLORADO CELLULAR, INC					
Fund: 631 - WASTEWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				16.38
Fund 631 - WASTEWATER Total:					16.38
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				59.14
Fund 641 - WATER Total:					59.14
Vendor 08083 - NE COLORADO CELLULAR, INC Total:					75.52
Vendor: 00942 - NE DEPT OF ENVIRONMENTAL QUALITY					
Fund: 631 - WASTEWATER					
SRF LOAN PMT	ADMIN COSTS & FEES				3,013.77
SRF LOAN PMT	DEBT SERVICE-PRINCIPAL				309,479.35
SRF LOAN PMT	DEBT SERVICE-INTEREST				13,466.00
Fund 631 - WASTEWATER Total:					325,959.12
Vendor 00942 - NE DEPT OF ENVIRONMENTAL QUALITY Total:					325,959.12
Vendor: 00797 - NE DEPT OF REVENUE					
Fund: 713 - CASH & INVESTMENT POOL					
WITHHOLDINGS	STATE W/H EE PAYABLE				19,278.23
Fund 713 - CASH & INVESTMENT POOL Total:					19,278.23
Vendor 00797 - NE DEPT OF REVENUE Total:					19,278.23
Vendor: 05373 - NEBRASKA SAFETY & FIRE EQUIPEMENT INC.					
Fund: 111 - GENERAL					
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE				30.00
Fund 111 - GENERAL Total:					30.00
Vendor 05373 - NEBRASKA SAFETY & FIRE EQUIPEMENT INC. Total:					30.00
Vendor: 00402 - NEBRASKA MACHINERY CO					
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				166.46
Fund 631 - WASTEWATER Total:					166.46
Vendor 00402 - NEBRASKA MACHINERY CO Total:					166.46
Vendor: 00088 - NEBRASKA MUNICIPAL CLERKS' ASSOCIATION					
Fund: 111 - GENERAL					
MEMBERSHIP DUES - C.BURBA...	MEMBERSHIPS				45.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
MEMBERSHIP DUES - K. WRIGH...	MEMBERSHIPS				45.00
				Fund 111 - GENERAL Total:	90.00
				Vendor 00088 - NEBRASKA MUNICIPAL CLERKS' ASSOCIATION Total:	90.00
Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT					
Fund: 111 - GENERAL					
Electric	ELECTRICITY				455.78
Electric	ELECTRICITY				34.21
Electric	ELECTRICITY				704.42
Electric	ELECTRICITY				78.22
Electric	ELECTRICITY				704.42
Electric	ELECTRICITY				249.30
Electric	ELECTRICITY				2,090.73
Electric	ELECTRICITY				219.12
Electric	ELECTRICITY				3,190.04
Electric	ELECTRICITY				56.29
Electric	STREET LIGHTS				100.40
				Fund 111 - GENERAL Total:	7,882.93
Fund: 212 - TRANSPORTATION					
Electric	ELECTRICITY				661.08
Electric	ELECTRIC POWER				1,524.71
Electric	STREET LIGHTS				25,564.27
				Fund 212 - TRANSPORTATION Total:	27,750.06
Fund: 213 - CEMETERY					
Electric	ELECTRICITY				443.10
				Fund 213 - CEMETERY Total:	443.10
Fund: 216 - BUSINESS IMPROVEMENT					
Electric	STREET LIGHTS				85.42
				Fund 216 - BUSINESS IMPROVEMENT Total:	85.42
Fund: 621 - ENVIRONMENTAL SERVICES					
Electric	ELECTRICITY				526.10
				Fund 621 - ENVIRONMENTAL SERVICES Total:	526.10
Fund: 631 - WASTEWATER					
Electric	ELECTRICITY				968.47
Electric	ELECTRIC POWER				65.10
				Fund 631 - WASTEWATER Total:	1,033.57
Fund: 641 - WATER					
Electric	ELECTRICITY				111.11
Electric	ELECTRIC POWER				451.47
				Fund 641 - WATER Total:	562.58
Fund: 725 - CENTRAL GARAGE					
Electric	ELECTRICITY				153.80
				Fund 725 - CENTRAL GARAGE Total:	153.80
				Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:	38,437.56
Vendor: 00632 - NEBRASKA RURAL RADIO ASSOCIATION					
Fund: 661 - STORMWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				232.50
				Fund 661 - STORMWATER Total:	232.50
				Vendor 00632 - NEBRASKA RURAL RADIO ASSOCIATION Total:	232.50
Vendor: 09509 - NEMNICH AUTOMOTIVE					
Fund: 725 - CENTRAL GARAGE					
EQUIP MTNC	EQUIPMENT MAINTENANCE				79.50
				Fund 725 - CENTRAL GARAGE Total:	79.50
				Vendor 09509 - NEMNICH AUTOMOTIVE Total:	79.50

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 09120 - NEOPOST USA INC					
Fund: 111 - GENERAL					
RENT-MACHINES-PD	RENT-MACHINES				767.88
				Fund 111 - GENERAL Total:	767.88
				Vendor 09120 - NEOPOST USA INC Total:	767.88
Vendor: 09413 - NEOPOST					
Fund: 111 - GENERAL					
POSTAGE	POSTAGE				1,000.00
				Fund 111 - GENERAL Total:	1,000.00
				Vendor 09413 - NEOPOST Total:	1,000.00
Vendor: 09409 - NETWORKFLEET, INC					
Fund: 212 - TRANSPORTATION					
GPS SERVICE	DEPARTMENT SUPPLIES				94.75
				Fund 212 - TRANSPORTATION Total:	94.75
Fund: 621 - ENVIRONMENTAL SERVICES					
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				109.75
				Fund 621 - ENVIRONMENTAL SERVICES Total:	109.75
				Vendor 09409 - NETWORKFLEET, INC Total:	204.50
Vendor: 04453 - NORTHERN SAFETY COMPANY, INC.					
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				363.63
DEPT SUP	DEPARTMENT SUPPLIES				226.23
DEPT SUP	DEPARTMENT SUPPLIES				-589.86
DEPT SUP	DEPARTMENT SUPPLIES				560.58
DEPT SUP	UNIFORMS & CLOTHING				70.57
				Fund 641 - WATER Total:	631.15
				Vendor 04453 - NORTHERN SAFETY COMPANY, INC. Total:	631.15
Vendor: 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF					
Fund: 111 - GENERAL					
GROUND MAINT	GROUNDS MAINTENANCE				24.56
				Fund 111 - GENERAL Total:	24.56
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				34.43
				Fund 641 - WATER Total:	34.43
				Vendor 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF Total:	58.99
Vendor: 01757 - OCLC ONLINE COMPUTER LIBRARY CENTER, INC					
Fund: 111 - GENERAL					
Cont. srvc.	CONTRACTUAL SERVICES				364.49
				Fund 111 - GENERAL Total:	364.49
				Vendor 01757 - OCLC ONLINE COMPUTER LIBRARY CENTER, INC Total:	364.49
Vendor: 09982 - OLSON JOSEPH					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				60.00
CONTRACTUAL	CONTRACTUAL SERVICES				60.00
CONTRACTUAL	CONTRACTUAL SERVICES				60.00
CONTRACTUAL	CONTRACTUAL SERVICES				30.00
				Fund 111 - GENERAL Total:	210.00
				Vendor 09982 - OLSON JOSEPH Total:	210.00
Vendor: 00550 - PANHANDLE COOPERATIVE ASSOCIATION					
Fund: 111 - GENERAL					
FUEL	GASOLINE				17.46
FUEL	GASOLINE				217.00
GASOLINE	GASOLINE				177.84
FUEL	GASOLINE				1,332.64
FUEL	OTHER FUEL				806.41

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
GASOLINE-PD	GASOLINE				4,124.39
FUEL CREDIT	GASOLINE				-57.59
FUEL CREDIT	GASOLINE				-1.14
FUEL CREDIT	GASOLINE				-11.08
Fund 111 - GENERAL Total:					6,605.93
Fund: 212 - TRANSPORTATION					
UNLEADED GASOLINE	GASOLINE				1,131.51
UNLEADED GASOLINE	OTHER FUEL				2,397.89
Fund 212 - TRANSPORTATION Total:					3,529.40
Fund: 213 - CEMETERY					
FUEL	OTHER FUEL				843.64
Fund 213 - CEMETERY Total:					843.64
Fund: 621 - ENVIRONMENTAL SERVICES					
OTHER FUEL	GASOLINE				199.42
OTHER FUEL	OTHER FUEL				9,587.39
Fund 621 - ENVIRONMENTAL SERVICES Total:					9,786.81
Fund: 631 - WASTEWATER					
FUEL	GASOLINE				693.84
FUEL	OTHER FUEL				623.47
Fund 631 - WASTEWATER Total:					1,317.31
Fund: 641 - WATER					
FUEL	GASOLINE				1,287.29
FUEL	OTHER FUEL				157.63
Fund 641 - WATER Total:					1,444.92
Fund: 725 - CENTRAL GARAGE					
GASOLINE	GASOLINE				89.92
Fund 725 - CENTRAL GARAGE Total:					89.92
Vendor 00550 - PANHANDLE COOPERATIVE ASSOCIATION Total:					23,617.93
Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC					
Fund: 631 - WASTEWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				90.50
Fund 631 - WASTEWATER Total:					90.50
Fund: 641 - WATER					
SAMPLES	SAMPLES				80.00
SAMPLES	SAMPLES				60.00
SAMPLES	SAMPLES				44.00
Fund 641 - WATER Total:					184.00
Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:					274.50
Vendor: 00620 - PATTLEN ENTERPRISE, INC					
Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				329.42
Fund 111 - GENERAL Total:					329.42
Vendor 00620 - PATTLEN ENTERPRISE, INC Total:					329.42
Vendor: 01276 - PLATTE VALLEY BANK					
Fund: 713 - CASH & INVESTMENT POOL					
HEALTH SAVINGS ACCOUNT	HSA EE PAYABLE				13,726.60
HEALTH SAVINGS ACCOUNT	HSA ER PAYABLE				1,262.50
Fund 713 - CASH & INVESTMENT POOL Total:					14,989.10
Vendor 01276 - PLATTE VALLEY BANK Total:					14,989.10
Vendor: 09930 - PLATTE VALLEY BANK					
Fund: 224 - ECONOMIC DEVELOPMENT					
ED ASSISTANCE AGREEMENT - ...	ECONOMIC DEVELOPMENT				157,879.61
Fund 224 - ECONOMIC DEVELOPMENT Total:					157,879.61
Vendor 09930 - PLATTE VALLEY BANK Total:					157,879.61

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00272 - POSTMASTER					
Fund: 621 - ENVIRONMENTAL SERVICES					
Postage	POSTAGE				182.75
Postage	POSTAGE				112.21
Fund 621 - ENVIRONMENTAL SERVICES Total:					294.96
Fund: 631 - WASTEWATER					
Postage	POSTAGE				182.74
Postage	POSTAGE				112.21
Fund 631 - WASTEWATER Total:					294.95
Fund: 641 - WATER					
Postage	POSTAGE				182.74
Postage	POSTAGE				112.21
Fund 641 - WATER Total:					294.95
Vendor 00272 - POSTMASTER Total:					884.86
Vendor: 00796 - POWERPLAN					
Fund: 621 - ENVIRONMENTAL SERVICES					
EQUIP MTNC	EQUIPMENT MAINTENANCE				3,677.86
Fund 621 - ENVIRONMENTAL SERVICES Total:					3,677.86
Fund: 725 - CENTRAL GARAGE					
EQUIP MTNC	EQUIPMENT MAINTENANCE				18.54
EQUIP MTNC	EQUIPMENT MAINTENANCE				49.36
Fund 725 - CENTRAL GARAGE Total:					67.90
Vendor 00796 - POWERPLAN Total:					3,745.76
Vendor: 00075 - PROTEX CENTRAL, INC.					
Fund: 631 - WASTEWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				544.10
Fund 631 - WASTEWATER Total:					544.10
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				544.09
Fund 641 - WATER Total:					544.09
Vendor 00075 - PROTEX CENTRAL, INC. Total:					1,088.19
Vendor: 00266 - QUILL CORPORATION					
Fund: 111 - GENERAL					
DEPT/INVEST SUPPL-PD	DEPARTMENT SUPPLIES				9.51
DEPT/INVEST SUPPL-PD	DEPARTMENT SUPPLIES				9.52
DEPT/INVEST SUPPL-PD	DEPARTMENT SUPPLIES				79.08
DEPT/INVEST SUPPL-PD	INVESTIGATIVE EXPENSES				196.19
Fund 111 - GENERAL Total:					294.30
Vendor 00266 - QUILL CORPORATION Total:					294.30
Vendor: 10000 - RAAJ LINCOLN LESSE, LLC					
Fund: 111 - GENERAL					
LODGING FOR STATE THIRA	SCHOOL & CONFERENCE				188.00
HOTEL ROOM FOR THIRA CONF...	SCHOOL & CONFERENCE				188.00
Fund 111 - GENERAL Total:					376.00
Vendor 10000 - RAAJ LINCOLN LESSE, LLC Total:					376.00
Vendor: 06780 - RAILROAD MANAGEMENT CO III, LLC					
Fund: 631 - WASTEWATER					
RENT - LAND	RENT-LAND				235.41
RENT - LAND	RENT-LAND				235.41
Fund 631 - WASTEWATER Total:					470.82
Vendor 06780 - RAILROAD MANAGEMENT CO III, LLC Total:					470.82
Vendor: 04089 - REGIONAL CARE INC					
Fund: 812 - HEALTH INSURANCE					
FLEX FUNDING	FLEXIBLE BENFT EXPENSES				598.30
CLAIMS	CLAIMS EXPENSE				57,712.76

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
FLEX FUNDING	FLEXIBLE BENFT EXPENSES				502.00
CLAIMS	CLAIMS EXPENSE				24,743.49
Fund 812 - HEALTH INSURANCE Total:					83,556.55
Vendor 04089 - REGIONAL CARE INC Total:					83,556.55
Vendor: 00364 - REGIONAL WEST MEDICAL CENTER					
Fund: 812 - HEALTH INSURANCE					
2018 HEALTH FAIRS	CLAIMS EXPENSE				7,585.55
Fund 812 - HEALTH INSURANCE Total:					7,585.55
Vendor 00364 - REGIONAL WEST MEDICAL CENTER Total:					7,585.55
Vendor: 00026 - S M E C					
Fund: 713 - CASH & INVESTMENT POOL					
EMPLOYEE DEDUCTION	SMEC EE PAYABLE				160.00
Fund 713 - CASH & INVESTMENT POOL Total:					160.00
Vendor 00026 - S M E C Total:					160.00
Vendor: 00156 - SAFETYLINE CONSULTANTS, INC					
Fund: 111 - GENERAL					
DEPT SUPPL-PD	DEPARTMENT SUPPLIES				10.30
DEPT SUPPL-PD	DEPARTMENT SUPPLIES				10.30
Fund 111 - GENERAL Total:					20.60
Vendor 00156 - SAFETYLINE CONSULTANTS, INC Total:					20.60
Vendor: 00257 - SANDBERG IMPLEMENT, INC					
Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				307.04
Fund 111 - GENERAL Total:					307.04
Vendor 00257 - SANDBERG IMPLEMENT, INC Total:					307.04
Vendor: 00841 - SCB COUNTY					
Fund: 111 - GENERAL					
DEPT CNTRCL SRVCS	CONTRACTUAL SERVICES				71.50
Fund 111 - GENERAL Total:					71.50
Vendor 00841 - SCB COUNTY Total:					71.50
Vendor: 02531 - SCB FIREFIGHTERS UNION LOCAL 1454					
Fund: 713 - CASH & INVESTMENT POOL					
FIRE EE DUES	FIRE UNION DUES EE PAY				225.00
Fund 713 - CASH & INVESTMENT POOL Total:					225.00
Vendor 02531 - SCB FIREFIGHTERS UNION LOCAL 1454 Total:					225.00
Vendor: 09759 - SCOTTIES POTTIES INC					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				675.00
Fund 111 - GENERAL Total:					675.00
Vendor 09759 - SCOTTIES POTTIES INC Total:					675.00
Vendor: 00852 - SCOTTS BLUFF COUNTY COURT					
Fund: 111 - GENERAL					
LEGAL FEES-PD	LEGAL FEES				289.00
Fund 111 - GENERAL Total:					289.00
Vendor 00852 - SCOTTS BLUFF COUNTY COURT Total:					289.00
Vendor: 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION					
Fund: 713 - CASH & INVESTMENT POOL					
POLICE EE DUES	POL UNION DUES EE PAY				576.00
Fund 713 - CASH & INVESTMENT POOL Total:					576.00
Vendor 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION Total:					576.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC					
Fund: 641 - WATER					
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING				352.03
				Fund 641 - WATER Total:	352.03
				Vendor 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC Total:	352.03
Vendor: 00108 - SCOTTSBLUFF WINSUPPLY COMPANY					
Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				816.00
				Fund 111 - GENERAL Total:	816.00
				Vendor 00108 - SCOTTSBLUFF WINSUPPLY COMPANY Total:	816.00
Vendor: 09988 - SIMMONS JACOB					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				45.00
				Fund 111 - GENERAL Total:	45.00
				Vendor 09988 - SIMMONS JACOB Total:	45.00
Vendor: 00021 - SIMMONS OLSEN LAW FIRM, P.C.					
Fund: 111 - GENERAL					
CONTRACTUAL-PD	CONTRACTUAL SERVICES				4,167.18
				Fund 111 - GENERAL Total:	4,167.18
				Vendor 00021 - SIMMONS OLSEN LAW FIRM, P.C. Total:	4,167.18
Vendor: 01031 - SIMON CONTRACTORS					
Fund: 212 - TRANSPORTATION					
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				504.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				985.50
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				314.88
FILL MATERIAL	STREET REPAIR SUPPLIES				43.84
				Fund 212 - TRANSPORTATION Total:	1,848.22
Fund: 216 - BUSINESS IMPROVEMENT					
STREET PATCH - MIDWEST THE...	STRUCTURES				301.13
STREET PATCH - MIDWEST THE...	STRUCTURES				1,149.76
				Fund 216 - BUSINESS IMPROVEMENT Total:	1,450.89
				Vendor 01031 - SIMON CONTRACTORS Total:	3,299.11
Vendor: 00513 - SNELL SERVICES INC.					
Fund: 111 - GENERAL					
Bldg. main.	BUILDING MAINTENANCE				195.00
				Fund 111 - GENERAL Total:	195.00
Fund: 631 - WASTEWATER					
ELECTRICAL MAINT	ELECTRICAL MAINTENANCE				502.50
EQUIP MAINT	EQUIPMENT MAINTENANCE				475.00
				Fund 631 - WASTEWATER Total:	977.50
				Vendor 00513 - SNELL SERVICES INC. Total:	1,172.50
Vendor: 09772 - SONNY'S TOWING					
Fund: 111 - GENERAL					
TOW SERVICE-PD	CONTRACTUAL SERVICES				75.00
TOW SERVICE-PD	CONTRACTUAL SERVICES				90.00
TOW SERVICE-PD	CONTRACTUAL SERVICES				90.00
TOW SERVICE-PD	CONTRACTUAL SERVICES				75.00
TOW SERVICE-PD	CONTRACTUAL SERVICES				90.00
TOW SERVICE-PD	CONTRACTUAL SERVICES				90.00
				Fund 111 - GENERAL Total:	510.00
				Vendor 09772 - SONNY'S TOWING Total:	510.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 01208 - STATE ELECTRICAL DIV					
Fund: 631 - WASTEWATER					
LICENSE & PERMITS	LICENSE/PERMITS				40.00
Fund 631 - WASTEWATER Total:					40.00
Vendor 01208 - STATE ELECTRICAL DIV Total:					40.00
Vendor: 09542 - SUBWAY 6906					
Fund: 111 - GENERAL					
LUNCH - CIVIL SERVICE POLICE ...	RECRUITMENT				34.56
Fund 111 - GENERAL Total:					34.56
Vendor 09542 - SUBWAY 6906 Total:					34.56
Vendor: 05814 - SUPERIOR SIGNALS, INC					
Fund: 725 - CENTRAL GARAGE					
EQUIP MTNC	EQUIPMENT MAINTENANCE				227.98
Fund 725 - CENTRAL GARAGE Total:					227.98
Vendor 05814 - SUPERIOR SIGNALS, INC Total:					227.98
Vendor: 00325 - TEXAS PNEUDRAULIC INC					
Fund: 725 - CENTRAL GARAGE					
EQUIP MTNC	EQUIPMENT MAINTENANCE				70.52
EQUIP MTNC	EQUIPMENT MAINTENANCE				375.00
EQUIP MTNC	EQUIPMENT MAINTENANCE				2,501.00
Fund 725 - CENTRAL GARAGE Total:					2,946.52
Vendor 00325 - TEXAS PNEUDRAULIC INC Total:					2,946.52
Vendor: 07687 - THE CHICAGO LUMBER COMPANY OF OMAHA INC					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				9.99
Fund 111 - GENERAL Total:					9.99
Fund: 212 - TRANSPORTATION					
SUPP - HEM FIR	DEPARTMENT SUPPLIES				78.00
SUPP - NAILS	DEPARTMENT SUPPLIES				68.96
Fund 212 - TRANSPORTATION Total:					146.96
Fund: 621 - ENVIRONMENTAL SERVICES					
DEPT SUPPLIES	DEPARTMENT SUPPLIES				35.98
Fund 621 - ENVIRONMENTAL SERVICES Total:					35.98
Vendor 07687 - THE CHICAGO LUMBER COMPANY OF OMAHA INC Total:					192.93
Vendor: 01325 - THE PEAVEY CORP					
Fund: 111 - GENERAL					
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES				87.50
Fund 111 - GENERAL Total:					87.50
Vendor 01325 - THE PEAVEY CORP Total:					87.50
Vendor: 08002 - TOYOTA MOTOR CREDIT CORPORATION					
Fund: 218 - PUBLIC SAFETY					
HIDTA CAR LEASE-PD	DEPARTMENT SUPPLIES				365.69
Fund 218 - PUBLIC SAFETY Total:					365.69
Vendor 08002 - TOYOTA MOTOR CREDIT CORPORATION Total:					365.69
Vendor: 07537 - TRANS IOWA EQUIPMENT LLC					
Fund: 725 - CENTRAL GARAGE					
EQUIP MTNC	EQUIPMENT MAINTENANCE				1,643.41
Fund 725 - CENTRAL GARAGE Total:					1,643.41
Vendor 07537 - TRANS IOWA EQUIPMENT LLC Total:					1,643.41
Vendor: 09999 - TY MCANINCH					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				60.00
Fund 111 - GENERAL Total:					60.00
Vendor 09999 - TY MCANINCH Total:					60.00

Expense Approval Report

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 09865 - UNION BANK & TRUST					
Fund: 713 - CASH & INVESTMENT POOL					
RETIREMENT	REGULAR RETIRE EE PAY				7,880.28
RETIREMENT	REGULAR RETIRE EE PAY				7,664.99
RETIREMENT	DEFERRED COMP EE PAY				540.00
RETIREMENT	DEFERRED COMP EE PAY				2,232.24
RETIREMENT	RETIRE FIRE EE PAYABLE				2,654.12
RETIREMENT	RETIRE FIRE EE PAYABLE				4,978.23
RETIREMENT	RETIRE POLICE EE PAY				5,384.88
RETIREMENT	RETIRE POLICE EE PAY				5,819.39
Fund 713 - CASH & INVESTMENT POOL Total:					37,154.13
Vendor 09865 - UNION BANK & TRUST Total:					37,154.13
Vendor: 09239 - UNIQUE MANAGEMENT SERVICES, INC					
Fund: 111 - GENERAL					
Cont. srvc.	CONTRACTUAL SERVICES				286.40
Fund 111 - GENERAL Total:					286.40
Vendor 09239 - UNIQUE MANAGEMENT SERVICES, INC Total:					286.40
Vendor: 08828 - US BANK					
Fund: 215 - SPECIAL PROJECTS					
E-CITATION PRINTERS	EQUIPMENT				791.04
E-CITATION PRINTERS	EQUIPMENT				523.06
Fund 215 - SPECIAL PROJECTS Total:					1,314.10
Vendor 08828 - US BANK Total:					1,314.10
Vendor: 09994 - WARREN GARRETT					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				60.00
CONTRACTUAL	CONTRACTUAL SERVICES				30.00
Fund 111 - GENERAL Total:					90.00
Vendor 09994 - WARREN GARRETT Total:					90.00
Vendor: 00213 - WESTERN COOPERATIVE COMPANY					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				50.00
Fund 111 - GENERAL Total:					50.00
Vendor 00213 - WESTERN COOPERATIVE COMPANY Total:					50.00
Vendor: 06089 - WESTERN COOPERATIVE COMPANY					
Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				51.43
Fund 111 - GENERAL Total:					51.43
Vendor 06089 - WESTERN COOPERATIVE COMPANY Total:					51.43
Vendor: 00268 - WESTERN COOPRTATIVE COMPANY					
Fund: 111 - GENERAL					
GROUND MAINT	GROUNDS MAINTENANCE				1,314.00
Fund 111 - GENERAL Total:					1,314.00
Vendor 00268 - WESTERN COOPRTATIVE COMPANY Total:					1,314.00
Vendor: 00344 - WESTERN PATHOLOGY CONSULTANTS, INC					
Fund: 111 - GENERAL					
RANDOM POOL MANAGEMENT ...	CONTRACTUAL SERVICES				200.00
RANDOM DOT TESTING & PRE ...	CONTRACTUAL SERVICES				131.00
RANDOM DOT TESTING & PRE ...	CONTRACTUAL SERVICES				79.50
Fund 111 - GENERAL Total:					410.50
Vendor 00344 - WESTERN PATHOLOGY CONSULTANTS, INC Total:					410.50

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 04430 - WESTERN TRAVEL TERMINAL, LLC					
Fund: 111 - GENERAL					
VEH MAINT-PD	VEHICLE MAINTENANCE				384.00
Fund 111 - GENERAL Total:					384.00
Vendor 04430 - WESTERN TRAVEL TERMINAL, LLC Total:					384.00
Vendor: 09641 - WOODS & AITKEN LLP					
Fund: 111 - GENERAL					
PROF SERVICES - CIR CASE 1464-... CONTRACTUAL SERVICES					191.40
Fund 111 - GENERAL Total:					191.40
Fund: 212 - TRANSPORTATION					
PROF SERVICES - CIR CASE 1464-... CONTRACTUAL SERVICES					191.40
Fund 212 - TRANSPORTATION Total:					191.40
Fund: 621 - ENVIRONMENTAL SERVICES					
PROF SERVICES - CIR CASE 1464-... CONTRACTUAL SERVICES					191.40
Fund 621 - ENVIRONMENTAL SERVICES Total:					191.40
Fund: 631 - WASTEWATER					
PROF SERVICES - CIR CASE 1464-... CONTRACTUAL SERVICES					191.40
Fund 631 - WASTEWATER Total:					191.40
Fund: 641 - WATER					
PROF SERVICES - CIR CASE 1464-... CONTRACTUAL SERVICES					191.40
Fund 641 - WATER Total:					191.40
Vendor 09641 - WOODS & AITKEN LLP Total:					957.00
Vendor: 03709 - WYOMING CHILD SUPPORT ENFORCEMENT					
Fund: 713 - CASH & INVESTMENT POOL					
CHILD SUPPORT	CHILD SUPPORT EE PAY				738.08
Fund 713 - CASH & INVESTMENT POOL Total:					738.08
Vendor 03709 - WYOMING CHILD SUPPORT ENFORCEMENT Total:					738.08
Grand Total:					954,185.58

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	52,645.28	0.00
212 - TRANSPORTATION	58,571.43	0.00
213 - CEMETERY	1,342.44	0.00
215 - SPECIAL PROJECTS	5,595.54	0.00
216 - BUSINESS IMPROVEMENT	1,536.31	0.00
218 - PUBLIC SAFETY	365.69	0.00
224 - ECONOMIC DEVELOPMENT	157,913.97	0.00
621 - ENVIRONMENTAL SERVICES	65,819.37	294.96
631 - WASTEWATER	331,836.91	294.95
641 - WATER	39,843.53	294.95
661 - STORMWATER	1,622.50	0.00
713 - CASH & INVESTMENT POOL	135,602.14	135,602.14
725 - CENTRAL GARAGE	10,348.37	0.00
812 - HEALTH INSURANCE	91,142.10	83,556.55
Grand Total:	954,185.58	220,043.55

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-52111-111	DEPARTMENT SUPPLIES	70.37	0.00
111-52111-141	DEPARTMENT SUPPLIES	1,460.50	0.00
111-52111-142	DEPARTMENT SUPPLIES	986.64	0.00
111-52111-151	DEPARTMENT SUPPLIES	107.62	0.00
111-52111-171	DEPARTMENT SUPPLIES	84.94	0.00
111-52121-141	JANITORIAL SUPPLIES	120.69	0.00
111-52121-142	JANITORIAL SUPPLIES	120.72	0.00
111-52121-151	JANITORIAL SUPPLIES	309.93	0.00
111-52121-171	JANITORIAL SUPPLIES	345.87	0.00
111-52163-142	INVESTIGATIVE EXPENSES	663.46	0.00
111-52181-141	UNIFORMS & CLOTHING	933.80	0.00
111-52181-142	UNIFORMS & CLOTHING	1,185.99	0.00
111-52221-151	AUDIOVISUAL SUPPLIES	41.24	0.00
111-52222-151	BOOKS	1,381.58	0.00
111-52311-115	MEMBERSHIPS	90.00	0.00
111-52411-111	POSTAGE	1,000.00	0.00
111-52411-142	POSTAGE	136.67	0.00
111-52511-111	GASOLINE	16.32	0.00
111-52511-141	GASOLINE	177.84	0.00
111-52511-142	GASOLINE	4,124.39	0.00
111-52511-143	GASOLINE	217.00	0.00
111-52511-171	GASOLINE	1,263.97	0.00
111-52521-171	OTHER FUEL	806.41	0.00
111-53111-112	CONTRACTUAL SERVICES	1,872.40	0.00
111-53111-115	CONTRACTUAL SERVICES	39.99	0.00
111-53111-116	CONTRACTUAL SERVICES	8,325.00	0.00
111-53111-121	CONTRACTUAL SERVICES	71.50	0.00
111-53111-141	CONTRACTUAL SERVICES	79.50	0.00
111-53111-142	CONTRACTUAL SERVICES	5,689.46	0.00
111-53111-151	CONTRACTUAL SERVICES	1,247.10	0.00
111-53111-171	CONTRACTUAL SERVICES	710.32	0.00
111-53111-172	CONTRACTUAL SERVICES	1,200.00	0.00
111-53121-112	CONSULTING SERVICES	50.00	0.00
111-53121-142	CONSULTING SERVICES	100.00	0.00
111-53161-112	LEGAL PUBLICATIONS	18.71	0.00
111-53161-115	LEGAL PUBLICATIONS	551.87	0.00
111-53161-121	LEGAL PUBLICATIONS	26.72	0.00
111-53161-142	LEGAL PUBLICATIONS	84.46	0.00
111-53161-143	LEGAL PUBLICATIONS	41.18	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53161-151	LEGAL PUBLICATIONS	11.07	0.00
111-53211-142	LEGAL FEES	289.00	0.00
111-53421-141	BUILDING MAINTENANCE	28.72	0.00
111-53421-142	BUILDING MAINTENANCE	28.72	0.00
111-53421-151	BUILDING MAINTENANCE	195.00	0.00
111-53441-111	EQUIPMENT MAINTENAN...	111.52	0.00
111-53441-142	EQUIPMENT MAINTENAN...	30.00	0.00
111-53441-143	EQUIPMENT MAINTENAN...	137.50	0.00
111-53441-151	EQUIPMENT MAINTENAN...	80.00	0.00
111-53441-171	EQUIPMENT MAINTENAN...	1,599.93	0.00
111-53451-141	VEHICLE MAINTENANCE	44.57	0.00
111-53451-142	VEHICLE MAINTENANCE	384.00	0.00
111-53451-171	VEHICLE MAINTENANCE	34.43	0.00
111-53471-171	GROUNDS MAINTENANCE	1,350.48	0.00
111-53511-111	ELECTRICITY	455.78	0.00
111-53511-141	ELECTRICITY	738.63	0.00
111-53511-142	ELECTRICITY	782.64	0.00
111-53511-143	ELECTRICITY	249.30	0.00
111-53511-151	ELECTRICITY	2,090.73	0.00
111-53511-171	ELECTRICITY	3,409.16	0.00
111-53511-172	ELECTRICITY	56.29	0.00
111-53551-171	STREET LIGHTS	100.40	0.00
111-53631-142	RENT-MACHINES	767.88	0.00
111-53711-141	SCHOOL & CONFERENCE	1,510.45	0.00
111-53711-143	SCHOOL & CONFERENCE	188.00	0.00
111-53811-113	BONDING	100.00	0.00
111-53913-112	RECRUITMENT	2,116.92	0.00
212-52111-212	DEPARTMENT SUPPLIES	834.38	0.00
212-52171-212	STREET REPAIR SUPPLIES	43.84	0.00
212-52511-212	GASOLINE	1,131.51	0.00
212-52521-212	OTHER FUEL	2,397.89	0.00
212-53111-212	CONTRACTUAL SERVICES	585.15	0.00
212-53161-212	LEGAL PUBLICATIONS	887.25	0.00
212-53431-212	ELECTRICAL MAINTENAN...	23,120.00	0.00
212-53491-212	STREET MAINTENANCE	1,804.38	0.00
212-53511-212	ELECTRICITY	661.08	0.00
212-53531-212	ELECTRIC POWER	1,524.71	0.00
212-53551-212	STREET LIGHTS	25,564.27	0.00
212-53561-212	TELEPHONE	16.97	0.00
213-52111-213	DEPARTMENT SUPPLIES	36.95	0.00
213-52521-213	OTHER FUEL	843.64	0.00
213-53111-213	CONTRACTUAL SERVICES	18.75	0.00
213-53511-213	ELECTRICITY	443.10	0.00
215-54411-141	EQUIPMENT	1,353.00	0.00
215-54411-142	EQUIPMENT	4,242.54	0.00
216-53551-000	STREET LIGHTS	85.42	0.00
216-54311-121	STRUCTURES	1,450.89	0.00
218-52111-142	DEPARTMENT SUPPLIES	365.69	0.00
224-52211-114	PUBLICATIONS	34.36	0.00
224-59111-114	ECONOMIC DEVELOPME...	157,879.61	0.00
621-52111-621	DEPARTMENT SUPPLIES	4,987.39	0.00
621-52411-621	POSTAGE	294.96	294.96
621-52511-621	GASOLINE	199.42	0.00
621-52521-621	OTHER FUEL	9,587.39	0.00
621-53111-621	CONTRACTUAL SERVICES	301.15	0.00
621-53161-621	LEGAL PUBLICATIONS	32.94	0.00
621-53193-621	DISPOSAL FEES	45,383.14	0.00
621-53441-621	EQUIPMENT MAINTENAN...	4,382.48	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
621-53451-621	VEHICLE MAINTENANCE	124.40	0.00
621-53511-621	ELECTRICITY	526.10	0.00
631-52111-631	DEPARTMENT SUPPLIES	320.62	0.00
631-52411-631	POSTAGE	539.02	294.95
631-52511-631	GASOLINE	693.84	0.00
631-52521-631	OTHER FUEL	623.47	0.00
631-53111-631	CONTRACTUAL SERVICES	885.95	0.00
631-53161-631	LEGAL PUBLICATIONS	10.69	0.00
631-53195-631	ADMIN COSTS & FEES	3,013.77	0.00
631-53431-631	ELECTRICAL MAINTENAN...	502.50	0.00
631-53441-631	EQUIPMENT MAINTENAN...	677.44	0.00
631-53511-631	ELECTRICITY	968.47	0.00
631-53531-631	ELECTRIC POWER	65.10	0.00
631-53571-631	CELLULAR PHONE	79.87	0.00
631-53611-631	RENT-LAND	470.82	0.00
631-57110-631	DEBT SERVICE-PRINCIPAL	309,479.35	0.00
631-57115-631	DEBT SERVICE-INTEREST	13,466.00	0.00
631-59211-631	LICENSE/PERMITS	40.00	0.00
641-52111-641	DEPARTMENT SUPPLIES	24,627.93	0.00
641-52116-641	METERS	6,868.06	0.00
641-52117-641	SAMPLES	184.00	0.00
641-52181-641	UNIFORMS & CLOTHING	534.90	0.00
641-52311-641	MEMBERSHIPS	198.00	0.00
641-52411-641	POSTAGE	504.21	294.95
641-52511-641	GASOLINE	1,287.29	0.00
641-52521-641	OTHER FUEL	157.63	0.00
641-52611-641	CHEMICALS	3,941.22	0.00
641-53111-641	CONTRACTUAL SERVICES	838.20	0.00
641-53511-641	ELECTRICITY	111.11	0.00
641-53531-641	ELECTRIC POWER	451.47	0.00
641-53571-641	CELLULAR PHONE	84.26	0.00
641-53631-641	RENT-MACHINES	55.25	0.00
661-53111-661	CONTRACTUAL SERVICES	1,622.50	0.00
713-21512	MEDICARE W/H EE PAYAB...	7,973.50	7,973.50
713-21513	FICA W/H EE PAYABLE	28,033.20	28,033.20
713-21514	FED W/H EE PAYABLE	24,857.59	24,857.59
713-21515	STATE W/H EE PAYABLE	19,278.23	19,278.23
713-21517	POL UNION DUES EE PAY	576.00	576.00
713-21518	FIRE UNION DUES EE PAY	225.00	225.00
713-21523	LIFE INS EE PAYABLE	22.75	22.75
713-21524	SMEC EE PAYABLE	160.00	160.00
713-21527	WAGE ATTACHMENT EE ...	218.06	218.06
713-21528	REGULAR RETIRE EE PAY	15,545.27	15,545.27
713-21529	DEFERRED COMP EE PAY	2,772.24	2,772.24
713-21531	RETIRE FIRE EE PAYABLE	7,632.35	7,632.35
713-21533	RETIRE POLICE EE PAY	11,204.27	11,204.27
713-21534	DIS INC INS EE PAYABLE	25.95	25.95
713-21539	CHILD SUPPORT EE PAY	2,088.63	2,088.63
713-21541	HSA EE PAYABLE	13,726.60	13,726.60
713-21741	HSA ER PAYABLE	1,262.50	1,262.50
725-52111-725	DEPARTMENT SUPPLIES	416.03	0.00
725-52181-725	UNIFORMS & CLOTHING	17.92	0.00
725-52511-725	GASOLINE	89.92	0.00
725-52531-725	OIL & ANTIFREEZE	1,659.88	0.00
725-53111-725	CONTRACTUAL SERVICES	37.50	0.00
725-53441-725	EQUIPMENT MAINTENAN...	7,973.32	0.00
725-53511-725	ELECTRICITY	153.80	0.00
812-53862-112	CLAIMS EXPENSE	90,041.80	82,456.25

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
812-53863-112	FLEXIBLE BENFT EXPENSES	1,100.30	1,100.30
	Grand Total:	954,185.58	220,043.55

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	946,382.73	220,043.55
2117753511	219.12	0.00
2122954411	4,242.54	0.00
2123054411	1,353.00	0.00
21852111142	365.69	0.00
6002053111	1,622.50	0.00
	Grand Total:	954,185.58

UTILITY ACCOUT REFUNDS 11-19-18

Account #	Status	Contact	Service Address	Refund Amount
020-6814-04	Inactive	JASMINE SANTOS	810 CANAL ST SCOTTSBLUFF NE 69361	16.3
015-6238-14	Inactive	KYLEE DAVIS	563 W 40TH ST SCOTTSBLUFF NE 69361	21.73
065-0577-01	Inactive	STANLEY HAAS	602 E 35TH ST SCOTTSBLUFF NE 69361	28.91
030-1568-02	Inactive	WESTERN PROPERTIES MATT ZIEGLER	1305 W 18TH ST SCOTTSBLUFF NE 69361	10.92
Total				
4				\$77.86

City of Scottsbluff, Nebraska

Monday, November 19, 2018

Regular Meeting

Item Pub. Hear.1

Council to conduct a public hearing at 6:00 p.m. to consider acquiring property at 1306 East Overland located over the Scottsbluff Drain.

Staff Contact: City Council

AGREEMENT

This Agreement is made on November ^{14th}, 2018, between Teresa Lucius, a single person (the "Seller") and the City of Scottsbluff, Nebraska, a municipal corporation (the "Buyer").

Recitals:

a. The Seller is the owner of the following described real estate along with all permanent improvements (the "Real Estate"):

The North 202' of the West 102' of Tax Lot 5G, unplatted lands in a part of the NW¼NE¼ of Section 25, Township 22 North, Range 55 West of the 6th P.M., in Scotts Bluff County, Nebraska described as follows: Beginning at the Northwest corner of the said NW¼NE¼ of Section 25; thence South, along the West line of the said NW¼NE¼, a distance of 202 feet; thence East, parallel with the North line of the said NW¼NE¼ a distance of 102 feet; thence North, parallel with the West line of the said NW¼NE¼ a distance of 202 feet; thence West along the North line of said NW¼NE¼ a distance of 102 feet to the point of beginning.

More commonly known as 1306 East Overland, Scottsbluff, NE.

b. The Seller desires to sell and the Buyer desires to purchase the Real Estate according to the terms of this Agreement.

Agreement:

1. Purchase Price:

The purchase price shall be \$95,000.00, payable at the Closing in cash or its equivalent. The Purchase Price for the Real Estate does not include the appliances in Units 1 and 3.

2. Closing and Possession:

Possession shall be delivered to the Buyer at the time of closing (the "Closing"). The Closing shall take place on or before January 31, 2019. At the Closing, the Seller shall deliver to the Buyer a Warranty Deed free and clear of all liens and encumbrances, excepting easements, restrictions, reservations, rights-of-way of record and subject to standard exceptions in the title insurance policy.

3. Evidence of Title:

Prior to the Closing, the Buyer shall obtain a title insurance commitment binder showing that the Seller has merchantable title to the Real Estate. The Seller shall have a reasonable time to correct any defects and, if necessary, the Closing shall be delayed accordingly. If it is impossible to perfect title or if defects exist which will require court action or an unreasonable expense or time to cure, the Buyer shall have the option to terminate this Agreement in writing.

4. Conditional Agreement:

a. Seller understands and agrees that Buyer is a municipal corporation of the State of Nebraska and must follow statutory law and Open Meeting statutes in order to purchase the Real Estate. Buyer is a member of an Interlocal Cooperation Agreement for the Operation of the Scotts Bluff Drain Basin with Scotts Bluff County, Nebraska. As such this Agreement is conditional upon the Buyer obtaining approval of and authorization from both, the Scottsbluff City Council and the Scotts Bluff County Commissioners, to enter into this Agreement and proceed with the purchase to Closing.

b. This Agreement is also conditional upon the Seller removing all personal property from the Real Estate, including the appliances in Units 1 and 3 and the mobile home located on the Real Estate, prior to the Closing.

c. This Agreement is also conditional upon the Seller terminating all tenancies related to the Real Estate, evicting any and all tenants from the Real Estate by the Closing and delivering the Real Estate free from any obligations of the Seller to any tenant of the Seller.

d. In the event either the Scottsbluff City Council or Scotts Bluff County Commissioners do not approve or authorize this Agreement, or the Seller fails to remove all of her personal property from the Real Estate or the Seller does not terminate tenancies and evict all tenants on the Real Estate, then this Agreement shall become null and void, and the Buyer shall be released from the terms of this Agreement.

5. Taxes:

The Seller shall pay all real estate taxes levied against the Real Estate for all years prior to the year of the Closing along with all special assessments levied on the Real Estate in full. The real estate taxes for the year of the Closing shall be prorated between the parties to date of the Closing based on the most recent tax statement available. The

Seller has not received any notice of any special assessments which affect the Real Estate and to the Seller's knowledge, no such assessments are pending or contemplated.

6. Risk of Loss:

Risk of loss for all improvements to the Real Estate shall remain with the Seller until the Closing. In the event that the improvements are substantially destroyed prior to the Closing, either party may declare this Agreement null and void.

7. Inspection and Disclosures:

a. The Buyer has inspected the Real Estate and is entering into this Agreement based on that inspection and not on any representations or warranties, express or implied, made by the Seller, except as otherwise provided for in this Agreement.

b. The Seller agrees to deliver the Real Estate to the Buyer in its present condition, reasonable wear and tear excepted.

c. The parties acknowledge that the Seller has completed and provided to the Buyer a Seller Property Disclosure Statement as required by Nebraska law.

d. The Seller has provided to the Buyer (1) a Notice to Purchasers of Housing Constructed before 1978 issued by the U.S. Department of Housing and Urban Development, and (2) a copy of the pamphlet "Protect your Family from Lead in Your Home," issued by the Environmental Protection Agency. The Buyer waives any right to conduct an inspection for lead based hazards.

8. Seller's Representations:

The Seller represents to the Buyer that to the best of the Seller's knowledge:

a. No sources of contamination exist on the Real Estate which would obligate the Buyer to clean up expenses under Federal or State environmental laws and regulation, and the Seller has received no notice of the existence of such contamination. In addition, the Seller has received no notice of any action or proposed action by governmental authorities concerning contamination of the Real Estate.

b. The Seller has received no notices from any governmental authority, indicating that the Real Estate is in violation of any zoning, building, environmental, fire or health codes or similar statutes or that the current operation of the Real Estate does not comply with all applicable governmental laws, rules, and regulations.

c. There is no actual or threatened, suit or claim resulting from any controversy which may adversely affect the Real Estate or its ownership.

c. There are no claims for construction liens or any unpaid amounts for labor or material which would give rise to construction liens.

9. Expenses of Sale:

The cost of the owner's title insurance coverage, the preparation of this Agreement and the cost of preparing the closing statement and the closing, if required, along with the cost to prepare the warranty deed shall be equally divided between the Seller and Buyer. The Documentary Stamp tax, if any, shall be paid by the Seller. The Buyer shall pay to record the warranty deed.

10. Default:

Time is of the essence. If either party shall default in the performance of this Agreement, the other party shall have all legal remedies available to them.

11. General Provisions:

a. This Agreement shall not be assignable by either party without the consent of the other party.

b. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns; provided, however, no assignment of all or any portion of this Agreement shall relieve any party of its obligations under this Agreement.

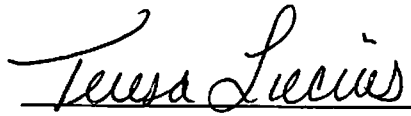
c. No waiver of any breach of any provision of this Agreement will be deemed a waiver of any other breach of this Agreement. No extension of time for performance of any act will be deemed an extension of the time for performance of any other act.

d. This Agreement may be executed in one or more counterparts, each of which may be considered as an original.

e. This Agreement shall be construed according to the laws of Nebraska.

f. This Agreement contains the entire agreement of the Parties. This Agreement may be amended only in writing signed by all parties.

City of Scottsbluff, Nebraska, Buyer



Teresa Lucius, Seller

BY

Randy Meininger, Mayor



**NEBRASKA REAL ESTATE COMMISSION
SELLER PROPERTY CONDITION DISCLOSURE STATEMENT
Residential Real Property**

THIS DISCLOSURE STATEMENT IS BEING COMPLETED AND DELIVERED IN ACCORDANCE WITH NEBRASKA LAW. NEBRASKA LAW REQUIRES THE SELLER TO COMPLETE THIS STATEMENT (NEB. REV. STAT. §76-2,120).

How long has the seller owned the property? 30 year(s)
Is seller currently occupying the property? (Circle one) YES | NO If yes, how long has the seller occupied the property? 19 year(s)
If no, has the seller ever occupied the property? (Circle one) YES | NO If yes, when? From _____ (year) to _____ (year)

This disclosure statement concerns the real property located at 1306 East Old. Sch. Nebr
in the city of Scottsbluff, County of _____, State of Nebraska and legally described as:

This statement is a disclosure of the condition of the real property known by the seller on the date on which this statement is signed. This statement is **NOT a warranty of any kind** by the seller or any agent representing a principal in the transaction, and **should NOT be accepted as a substitute for any inspection or warranty that the purchaser may wish to obtain**. Even though the information provided in this statement is NOT a warranty, the purchaser may rely on the information contained herein in deciding whether and on what terms to purchase the real property. Any agent representing a principal in the transaction may provide a copy of this statement to any other person in connection with any actual or possible sale of the real property. The information provided in this statement is the representation of the seller and NOT the representation of any agent, and is NOT intended to be part of any contract between the seller and purchaser.

Seller please note: you are required to complete this disclosure statement IN FULL. If any particular item or matter does not apply and there is no provision or space for indicating, insert "N/A" in the appropriate box. If age of items is unknown, write "UNK" on the blank provided. If the property has more than one item as listed below please put the numbered in the appropriate box. For example - if the home has three room air conditioners, one working, one not working, and one not included, put a "1" in each of the "Working", "Not Working", and "None/Not Included" boxes for that item, and a "3" on the line provided next to the item description to indicate total number of item. You may also provide additional explanation of any item in the comments section in PART III.

SELLER STATES THAT, TO THE BEST OF THE SELLER'S KNOWLEDGE AS OF THE DATE THIS DISCLOSURE STATEMENT IS COMPLETED AND SIGNED BY THE SELLER, THE CONDITION OF THE REAL PROPERTY IS:

PART I - If there is more than one of any item in this Part, the statement made applies to each and all of such items unless otherwise noted in the Comments section in PART III of this disclosure statement, or number separately as provided in the instructions above. If an item in this Part is not on the property, or will not be included in the sale, check only the "None/Not included" column for that item.

Section A - Appliances	Working	Not Working	Do Not Know If Working	None / Not Included
1. Refrigerator				✓
2. Clothes Dryer				✓
3. Clothes Washer				✓
4. Dishwasher				✓
5. Garbage Disposal				✓
6. Freezer				✓
7. Oven				✓
8. Range				✓
9. Cooktop				✓
10. Microwave oven				✓
11. Built-in vacuum system and equipment	✓			✓
12. Range ventilation systems	✓			✓
13. Gas grill				✓
14. Room air conditioner (____ number)				✓
15. TV antenna / Satellite dish				✓
16. Trash compactor				✓

Section B - Electrical Systems	Working	Not Working	Do Not Know If Working	None / Not Included
1. Electrical service panel capacity ____ AMP Capacity (if known) ____ fuse ____ circuit breakers	2	yes		
2. Ceiling fan(s) (____ number)	2	yes		
3. Garage door opener(s) (____ number)				✓
4. Garage door remote(s) (____ number)				✓
5. Garage door keypad(s) (____ number)				✓
6. Telephone wiring and jacks	yes			4
7. Cable TV wiring and jacks	yes			4
8. Intercom or sound system wiring				✓
9. Built-in speakers				✓
10. Smoke detectors (____ number)	4	yes		
11. Fire alarm				
12. Carbon Monoxide Alarm (____ number)				✓
13. Room ventilation/exhaust fan (____ number)	2	yes		✓
14. 220 volt service	yes			
15. Security System ____ Owned ____ Leased ____ Central station monitoring				✓
16. Have you experienced any problems with the electrical system or its components? ____ YES ____ NO				If YES, explain the condition in the comments section in PART III of this disclosure statement.

Seller's Initials T.V. Property Address 1306 East Old. Sch. Nebr Buyer's Initials /

Section C - Heating and Cooling Systems	Working	Not Working	Do Not Know If Working	None / Not Included
1. Air purifier				✓
2. Attic fan				✓
3. Whole house fan				✓
4. Central air conditioning _____ year installed (if known)				✓
5. Heating system _____ year installed (if known) ✓ Gas _____ Electric _____ Other (specify _____) <i>Yes</i>				
6. Fireplace / Fireplace Insert				✓
7. Gas log (fireplace)				✓
8. Gas starter (fireplace)				✓
9. Heat pump _____ year installed (if known)				✓
10. Humidifier				✓
11. Propane Tank _____ year installed (if known) _____ Rent _____ Own				✓
12. Wood-burning stove _____ year installed (if known)				✓

Section D - Water Systems	Working	Not Working	Do Not Know If Working	None / Not Included
1. Hot tub / whirlpool				✓
2. Plumbing (water supply)	✓			
3. Swimming pool				✓
4. a. Underground sprinkler system				✓
b. Back-flow prevention system				✓
5. Water heater <i>2</i> year installed (if known)	✓			
6. Water purifier _____ year installed (if known)				✓
7. Water softener _____ Rent _____ Own				✓
8. Well system				✓

2017

Section E - Sewer Systems	Working	Not Working	Do Not Know If Working	None / Not Included
1. Plumbing (water drainage)	✓			
2. Sump pump (discharges to _____)				✓
3. Septic System				✓

PART II - In Sections A, B, C, and D if the answer to any item is "YES", explain the condition in the comments Section in PART III of this disclosure statement.

Section A. Structural Conditions - If there is more than one of any item listed in this Section, the statement made applies to each and all of such items unless otherwise noted in the comment section in PART III of this disclosure statement.

Section A - Structural Conditions	YES	NO	Do Not Know
1. Age of roof (if known) _____ year(s)	N/A	N/A	N/A
2. Does the roof leak?		✓	
3. Has the roof leaked?		✓	
4. Is there presently damage to the roof?		✓	
5. Has there been water intrusion in the basement or crawl space?	✓		
6. Has there been any damage to the real property or any of the structures thereon due to the following occurrences including, but not limited to, wind, hail, fire, flood, wood-destroying insects, or rodents?	<i>Water</i>		
7. Are there any structural problems with the structures on the real property?			✓
8. Is there presently damage to the chimney?		✓	
9. Are there any windows which presently leak, or do any insulated windows have any broken seals?		✓	

Section A - Structural Conditions	YES	NO	Do Not Know
10. Year property was built _____ (if known)	N/A	N/A	N/A
11. Has the property experienced any moving or settling of the following:			
- Foundation			N/A
- Floor			N/A
- Wall			N/A
- Sidewalk			N/A
- Patio			N/A
- Driveway			N/A
- Retaining wall			N/A
12. Any room additions or structural changes?		✓	

Section B. Environmental Conditions - Have any of the following substances, materials, or products been on the real property? If tests have been conducted for any of the following, provide a copy of all test results, if available.

Section B - Environmental Conditions	YES	NO	Do Not Know
1. Asbestos			N/A
2. Contaminated soil or water (including drinking water)		✓	
3. Landfill or buried materials		✓	
4. Lead-based paint			N/A
5. Radon gas			N/A
6. Toxic materials			N/A

Section B - Environmental Conditions	YES	NO	Do Not Know
6. Toxic materials			N/A
7. Underground fuel, chemical or other type of storage tank?		X	
8. Have you been notified by the Noxious Weed Control Authority in the last 3 years of the presence of noxious weeds, as defined by Nebraska law (N.A.C. Title 25, Ch. 10), on the property?		X	
9. Hazardous substances, materials or products identified by the Environmental Protection Agency or its authorized Nebraska Designee (excluding ordinary household cleaners)		X	

Seller's Initials *TDL* Property Address *1306 East Ould* Buyer's Initials *PD*

Section C. Title Conditions - Do any of the following conditions exist with regard to the real property?

Section C - Title Conditions	YES	NO	Do Not Know
1. Any features, such as walls, fences and driveways which are shared?		✓	
2. Any easements, other than normal utility easements?		✓	
3. Any encroachments?		✓	
4. Any zoning violations, non-conforming uses, or violations of "setback" requirements?		✓	
5. Any lot-line disputes?		✓	
6. Have you been notified, or are you aware of, any work planned or to be performed by a utility or municipality close to the real property including, but not limited to sidewalks, streets, sewers, water, power, or gas lines?		✓	
7. Any planned road or street expansions, improvements, or widening adjacent to the real property?		✓	
8. Any condominium, homeowners', or other type of association which has any authority over the real property?		✓	
9. Any private transfer fee obligation upon sale?		✓	

Section C - Title Conditions	YES	NO	Do Not Know
10. Does ownership of the property entitle the owner to use any "common area" facilities such as pools, tennis courts, walkways, or other common use areas?		✓	
11. Is there a common wall or walls?	✓		
b. Is there a party wall agreement?		✓	
12. Any lawsuits regarding this property during the ownership of the seller?			
13. Any notices from any governmental or quasi-governmental agency affecting the real property?		✓	
14. Any unpaid bills or claims of others for labor and/or materials furnished to or for the real property?			
15. Any deed restrictions or other restrictions of record affecting the real property?		✓	
16. Any unsatisfied judgments against the seller?		✓	N/A
17. Any dispute regarding a right of access to the real property?		✓	
18. Any other title conditions which might affect the real property?		✓	

Section D. Other Conditions - Do any of the following conditions exist with regard to the real property?

Section D - Other Conditions	YES	NO	Do Not Know
1. a. Are the dwelling(s) and the improvements connected to a public water system?	✓		
b. Is the system operational?	✓		
2. a. Are the dwelling(s) and the improvements connected to a private, community (non-public), or Sanitary Improvement District (SID) water system?		✓	
b. Is the system operational?		✓	
3. If the dwelling(s) and the improvements are connected to a private, community (non-public) or SID water system is there adequate water supply for regular household use (i.e. showers, laundry, etc.)?			N/A
4. a. Are the dwelling(s) and the improvements connected to a public sewer system?	✓		
b. Is the system operational?	✓		
5. a. Are the dwelling(s) and the improvements connected to a community (non-public) or SID sewer system?		✓	
b. Is the system operational?			
6. a. Are the dwelling(s) and the improvements connected to a septic system?			N/A
b. Is the system operational?			N/A
7. Has the main sewer line from the house ever backed up or exhibited slow drainage?		✓	

Section D - Other Conditions	YES	NO	Do Not Know
8. a. Is the real property in a flood plain?			N/A
b. Is the real property in a floodway?	✓		
9. Is trash removal service provided to the real property? If so, are the trash services <u>✓</u> public <u> </u> private	✓		
10. Have the structures been mitigated for radon? If yes, when? <u> </u> / <u> </u> / <u> </u>		✓	
11. Is the property connected to a natural gas system?	✓		
12. Has a pet lived on the property? Type(s) <u>DOG</u>	✓		
13. Are there any diseased or dead trees, or shrubs on the real property?			N/A
14. Are there any flooding, drainage, or grading problems in connection to the real property?	✓		
15. a. Have you made any insurance or manufacturer claims with regard to the real property?	✓		
b. Were all repairs related to the above claims completed?		✓	
16. Are you aware of any problem with the exterior wall-covering of the structure including, but not limited to, siding, synthetic stucco, masonry, or other materials?		✓	

Roof
Hail
Damage

Section E. Cleaning / Servicing Conditions - Have you ever performed or had performed the following? (State most recent year performed)

Section E - Cleaning / Servicing Conditions	YEAR	YES	NO	Do Not Know	None / Not Included
1. Servicing of air conditioner					N/A
2. Cleaning of fireplace, including chimney					N/A
3. Servicing of furnace			✓		
4. Professional inspection of furnace A/C (HVAC) System			✓		
5. Servicing of septic system					N/A

Section E - Cleaning / Servicing Conditions	YEAR	YES	NO	Do Not Know	None / Not Included
6. Cleaning of wood-burning stove, including chimney			✓		N/A
7. Treatment for wood-destroying insects or rodents			✓		N/A
8. Tested well water					N/A
9. Serviced / treated well water					N/A

Seller's Initials J.D.L.Property Address 1306 E. Ould.
Seb, NebrBuyer's Initials

PART III – Comments. Please reference comments on items responded to above in PART I or II, with Section letter and item number.

Note: Use additional pages if necessary.

If checked here _____ PART III is continued on a separate page(s)

SELLER'S CERTIFICATION

Seller hereby certifies that this disclosure statement, which consists of 2 pages (including additional comment pages), has been completed by Seller; that Seller has completed this disclosure statement to the best of Seller's belief and knowledge as the date hereof, which is the date this disclosure statement is completed and signed by the Seller.

statement is completed and signed by the Seller.

Seller's Signature *Lucia Lucio* Date 11/14/2018

Seller's Signature _____ Date _____

ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE STATEMENT, UNDERSTANDING AND CERTIFICATION

I/we acknowledge receipt of a photocopy of the above Seller Property Condition Disclosure Statement; understand that such disclosure statement is NOT a warranty of any kind by the seller or any agent representing any principal in the transaction; understand that such disclosure statement should not be accepted as a substitute for any inspection or warranty that I/we may wish to obtain; understand the information provided in this disclosure statement is the representation of the seller and not the representation of any agent, and is not intended to be part of any contract between the seller and purchaser; and certify that disclosure statement was delivered to me/us or my/our agent on or before the effective date of any contract entered into by me/us relating to the real property described in such disclosure statement.

Purchaser's Signature _____ Date _____

Purchaser's Signature _____ Date _____

U. S. Department of Housing and Urban Development

NOTICE TO PURCHASERS

THE IMPORTANCE OF A HOME INSPECTION

HUD DOES NOT WARRANT THE CONDITION OF A PROPERTY. It is important for you to have a home inspection performed on the property you wish to purchase in order to identify any possible defects. Up to \$200 of the cost to perform the inspection may be financed into your mortgage. Names of home inspection companies can be found in the yellow pages of your telephone directory under the heading "Home Inspection Services."

11/14/2018

Date

Theresa Lucius

Signature(s)

(Tear here)

WATCH OUT FOR LEAD-BASED PAINT POISONING!

If the home you intend to purchase or rent was built before 1978, it may contain lead-based paint. About three out of every four pre-1978 buildings have lead-based paint.

WHAT IS LEAD POISONING?

Lead poisoning means having high concentrations of lead in the body. **LEAD CAN:**

- * Cause major health problems, especially in children under 7 years old.
- * Damage a child's brain, nervous system, kidneys, hearing, or coordination.
- * Affect learning.
- * Cause behavior problems, blindness, and even death.
- * Cause problems in pregnancy and affect a baby's normal development.

WHO GETS LEAD POISONING?

Anyone can get it, but children under 7 are at the greatest risk, because their bodies are not fully grown and are easily damaged. The risk is worse if the child:

- * Lives in an older home (built/ constructed before 1978, and even more so before 1960).
- * Does not eat regular meals (an empty stomach accepts lead more easily).
- * Does not eat enough foods with iron or calcium.
- * Has parents who work in lead-related jobs.
- * Has played in the same places as brothers, sisters, and friends who have been lead poisoned.

(Lead poison cannot be spread from person to person. It comes from contact with lead.)

Women of childbearing age are also at risk, because lead poisoning can cause miscarriages, premature births, and the poison can be passed onto their unborn babies.

WHERE DOES IT COME FROM?

The lead hazards that children most often touch are lead dust, leaded soil, loose chips and chewable surfaces painted with lead-based paint. A child may be harmed when it puts into its mouth toys, pacifiers or hands that have leaded soil or lead dust on them. Lead also comes from:

- * Moving parts of windows and doors that can make lead dust and chips.
- * Lead-based paint on windows, doors, wood trim, walls and cabinets in kitchens and bathrooms, on porches, stairs, railings, fire escapes and lamp posts.
- * Soil next to exterior of buildings that have been painted with lead-based paint and leaded gasoline dust in soil near busy streets.
- * Drinking water (pipes and solder).
- * Parents who may bring lead dust home from work on skin, clothes, and hair.
- * Colored newsprint and car batteries.
- * Highly glazed pottery and cookware from other countries.
- * Removing old paint when refinishing furniture.

Printed On: Wednesday, March 26, 2008 18:24:26

In recent years some uses of lead in products that could cause lead poisoning have been reduced or banned. This is true for lead in gasoline, lead in solder used in water pipes, and lead in paint. Still, a great deal of lead remains in and around older homes, and lead-based paint and accompanying lead dust are seen as the major source.

HOW DO I KNOW IF MY CHILD IS AFFECTED?

Is your child:

- * Cranky?
- * Vomiting?
- * Tired?
- * Unwilling to eat or play?
- * Complaining of stomach aches or headaches?
- * Unable to concentrate?
- * Hyperactive?
- * Playing with children who have these symptoms?

These can be signs of lead poisoning. However, our children might not show these signs and yet be poisoned; only your clinic or doctor can test for sure.

WHAT CAN I DO ABOUT IT?

Your child should first be tested for lead in the blood between six months and one year old. Ask the clinic or your doctor to do it during a regular checkup. Your doctor will tell you how often you should have your child tested after that. A small amount of lead in the blood may not make your child seem very sick, but it can affect how well he or she can learn. If your child does have high amounts of lead in the blood, you should seek treatment and have your home tested for lead-based paint and lead dust.

HOW DO I KNOW IF MY HOME HAS LEAD-BASED PAINT?

The HUD inspection does not determine whether a home actually has lead-based paint. It only identifies whether there is defective paint in a home that might have lead-based paint. Therefore, the only way you can know for sure is to have the home tested by a qualified firm or laboratory. Both the interior and exterior should be tested. You should contact the local health or environmental office for help.

WHAT DO I DO IF MY HOME *DOES* HAVE LEAD?

Do not try to get rid of lead-based paint yourself. You could make things worse for you and your family. If your home contains lead-based paint and you are the owner, contact a company that specializes in lead-based paint abatement. Have professionals do the job correctly and safely. This may cost thousands of dollars, depending on the amount of lead-based paint found in your home, but it will also protect you and your children from the effects of lead poisoning. If you are a renter, notify the management or landlord immediately and cooperate with the management's office or landlord's efforts to repair any deficiencies and keep your home in good shape. To prevent peeling paint, most housing should be repainted every three to five years. If your home has not been repainted within this period of time, inform the management office or landlord. In the meantime, there are things you can do immediately to protect your child:

- * Keep your child away from paint chips and dust.
- * Wet-mop floors and wipe down surfaces often, especially where the floors and walls meet.
Be sure to clean the space where the window sash rests on the sill. Keeping the floor clear of paint chips, dust and dirt is easy and very important. Do not sweep or vacuum lead-based paint chips or dust with an ordinary vacuum cleaner. Lead dust is so fine it will pass through a vacuum cleaner bag and spread into the air you breathe.
- * Make sure your children wash their hands frequently and always before eating.
- * Wash toys, teething rings, and pacifiers frequently.

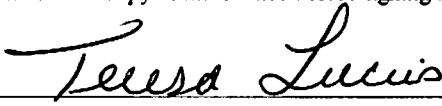
WILL HUD INSURE A MORTGAGE LOAN ON A HOME WITH LEAD-BASED PAINT?

HUD will insure a mortgage on a house even if it has lead-based paint. If you purchase a property with lead-based paint, HUD will not remove it. You will have to pay for the cost of removal yourself.

ACKNOWLEDGEMENT

I acknowledge that I have received and read a copy of this Notice before signing the sales contract to purchase my property.

11/14/2018
Date


Signature(s)

Printed On: Wednesday, March 28, 2008 18:24:26

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) ☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) _____ Purchaser has received copies of all information listed above.

(d) ☒ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) _____ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<u>Teresa Lucco</u>	<u>11/14/2018</u>	_____	_____
Seller	Date	Seller	Date
_____	_____	_____	_____
Purchaser	Date	Purchaser	Date
_____	_____	_____	_____
Agent	Date	Agent	Date

City of Scottsbluff, Nebraska

Monday, November 19, 2018

Regular Meeting

Item Resolut.1

Council to consider a Resolution authorizing the purchase and acquisition of real estate and authorizing City Manager Johnson to sign closing documents for the purchase of property located at 1306 East Overland.

Staff Contact: Nathan Johnson, City Manager

RESOLUTION NO. _____

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

WHEREAS, the City of Scottsbluff in an effort to help clean up the right of way for the Scottsbluff Drain has entered into an agreement to purchase property, located within the City known as 1306 East Overland;

WHEREAS, one of the requirements from the Title Insurance Commitment is to have a Resolution from the City Council of the City of Scottsbluff to approve the transaction and to designate a party authorized to sign the closing documents.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Scottsbluff that approval is now given for the purchase and acquisition of real estate with the address of 1306 East Overland, Scottsbluff, Nebraska and more particularly described as follows:

The North 202' of the West 102' of Tax Lot 5G, unplatted lands in a part of the NW¼NE¼ of Section 25, Township 22 North, Range 55 West of the 6th P.M., in Scotts Bluff County, Nebraska described as follows:

Beginning at the Northwest corner of the said NW¼NE¼ of Section 25; thence South, along the West line of the said NW¼NE¼, a distance of 202 feet; thence East, parallel with the North line of the said NW¼NE¼ a distance of 102 feet; thence North, parallel with the West line of the said NW¼NE¼ a distance of 202 feet; thence West along the North line of said NW¼NE¼ a distance of 102 feet to the point of beginning; more commonly known as 1306 East Overland, Scottsbluff, NE.

The Council further resolves the City Manager, Nathan Johnson, shall have authority to sign any and all closing documents required by the title company, including a HUD-1 Closing Statement for the completion of this transaction.

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

Passed and approved on _____, 2019.

Mayor

Attest:

City Clerk

(Seal)

City of Scottsbluff, Nebraska

Monday, November 19, 2018

Regular Meeting

Item Resolut.2

Council to consider approval of the Certification identifying Philip Mark Bohl as the City of Scottsbluff Street Superintendent for determining incentive payment for 2018.

Staff Contact: Nathan Johnson, City Manager

Certification of City Street Superintendent For Determining Incentive Payment

January 1, 2018 to December 31, 2018

*This certifies that Philip Mark Bohl, License Number S- 1103 Class B,
(Name of Superintendent as appears on license card) (A or B)

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

from January 1, 2018 to December 31, 2018
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:

Randy Meininger, Mayor
Mayor/Chairperson Village Board (Printed Name)

kwright@scottsbluff.org
Clerk's Official Email Address

Signature of Mayor/Chairperson Village Board

Kimberley Wright
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 Transportation, (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 Transportation
PO Box 94759
Lincoln NE 68509-4759

City of Scottsbluff, Nebraska

Monday, November 19, 2018

Regular Meeting

Item Resolut.3

Council to approve the Resolution naming Philip Mark Bohl as the City of Scottsbluff Street Superintendent.

Staff Contact: Nathan Johnson, City Manager

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 2018 calendar year.

NOW THEREFORE, BE IT RESOLVED by the City Council and Mayor of the City of Scottsbluff, Nebraska that Philip 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 November 19, 2018.

Mayor

ATTEST:

City Clerk

City of Scottsbluff, Nebraska

Monday, November 19, 2018

Regular Meeting

Item Resolut.4

Council to consider an Ordinance annexing tracts of land known as Lot 1, Block 1, Western Addition and tracts of land situated in the W1/2 SW1/4 of Section 19, Township 22 North, Range 54 West of the 6th P.M., Scotts Bluff County.

Staff Contact: Nathan Johnson, City Manager

Agenda Statement

Item No.

For Meeting of: November 19, 2018

AGENDA TITLE: Annexation of Western Sugar Company parcel and Eric & Brandy Reichert Parcel

SUBMITTED BY DEPARTMENT/ORGANIZATION: Development Services Department

PRESENTATION BY: Nathan Johnson

SUMMARY EXPLANATION: The City of Scottsbluff Planning Commission met in regular meeting on November 12, 2018. The Planning Commission received an annexation request from the applicants, Western Sugar Company and Eric and Brandy Reichert for the following parcels.

Western Sugar Company owns 31.6 acres and the Reichert's own 4.1 acres.

The Western Sugar parcel is described as "That certain triangle-shaped parcel of land lying east of 21st Avenue, south and west of Highway 26 and north of East Overland Drive, being located in the W ½ SW ½ of Section 19, Township 22 North, Range 54 West of the 6th P.M., Scotts Bluff County, Nebraska.

The Reichert parcel is described as Lot 1, Block 1, Western Addition, situated in the SW ¼ SW ¼ of Section 19, Township 22 North, Range 54 West of the 6th P.M., in Scotts Bluff County, Nebraska.

Letters attached from the applicants.

BOARD/COMMISSION RECOMMENDATION: Planning Commission approved the annexation of the above properties.

STAFF RECOMMENDATION: Staff recommends that City Council approve the ordinance for annexation of the two parcels.

EXHIBITS

Resolution ☐

Ordinance ☐

Contract ☐

Minutes ☐

Plan/Map ☐

Other (specify)

Rev: 11/15/12 City Clerk

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

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev: 11/15/12 City Clerk

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA, ANNEXING TRACTS OF LAND KNOWN AS LOT 1, BLOCK 1, WESTERN ADDITION AND TRACTS OF LAND SITUATED IN THE W½SW¼ OF SECTION 19, TOWNSHIP 22 NORTH, RANGE 54 WEST OF THE 6TH P.M., ALL IN SCOTTS BLUFF COUNTY, NEBRASKA, AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

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

Section 1. Western Sugar Cooperative, on behalf of its CEO, Rodney Perry and Eric Reichert and Brandy Reichert, husband and wife, all as the owners of the following described Real Estate ("Real Estate") have requested it be included within the corporate limits of the City of Scottsbluff:

That certain triangle-shaped parcel of land lying east of 21st Avenue, south and west of Highway 26 and north of East Overland Drive, being located in the W½SW¼ of Section 19, Township 22 North, Range 54 West of the 6th P. M., Scotts Bluff County, Nebraska. This parcel includes the following platted lot:

Lot 1, Block 1, Western Addition, situated in the SW¼SW¼ of Section 19, Township 22 North, Range 54 West of the 6th P.M., in Scotts Bluff County, Nebraska.

Section 2. The Real Estate is contiguous or adjacent to the existing corporate limits of the City of Scottsbluff, is urban or suburban in character, and does not constitute agricultural land which is rural in character.

Section 3. The Real Estate is annexed to and included within the corporate limits of the City of Scottsbluff, as of the effective date of this Ordinance.

Section 4. Any map describing the corporate limits of the City of Scottsbluff is amended to provide for the addition of the Real Estate to the corporate limits of the City of Scottsbluff.

Section 5. Western Sugar Cooperative, by and through its CEO Rodney Perry has waived the requirements of §16-120 of the Nebraska Statutes, which would otherwise require the City of Scottsbluff to provide to their Real Estate substantially the same services as are provided to other inhabitants of the City.

Section 6. All ordinances, parts of ordinances, resolutions and policies of the City of Scottsbluff in conflict with this Ordinance are repealed.

Section 7. This Ordinance shall become effective upon its passage, approval and publication shall be in pamphlet form.

PASSED AND APPROVED on _____, 2018.

ATTEST:

Mayor

City Clerk (Seal)

Approved as to form:

Deputy City Attorney

**PLANNING COMMISSION MINUTES
REGULAR SCHEDULED MEETING
NOVEMBER 12, 2018
6:00 PM
SCOTTSBLUFF, NEBRASKA**

The Planning Commission of the City of Scottsbluff, Nebraska met in regular scheduled meeting on November 12, 2018, at 6:00 PM in the Scottsbluff Council Chamber, at 2525 Circle Drive, Scottsbluff, Nebraska. A notice of the meeting had been published in the Star-Herald, a newspaper of general circulation in the city, on November 12, 2018. The notice stated the date, time and location of the meeting, that the meeting was open to the public, anyone with a disability desiring reasonable accommodation to attend the Planning commission meeting should contact Development Services Department, and that an agenda of the meeting is kept continuously current is available for public inspection at Development Services Office; provided; the City Planning Commission could modify the agenda at the meeting if the business was determined that a n emergency so required. A similar notice, together with a copy of the agenda, also has been delivered to each Planning Commission member. An agenda kept continuously current was available for public inspection at the office of Development Services Department at all times from publication to the time of the meeting.

Item 1: Chairman Angie Aguallo called the meeting to order. Roll call consisted of the following members. Linda Redfern (alternate), Dave Gompert, Callan Wayman, Henry Huber, Becky Estrada, Angie Aguallo. Absent: Jim Zitterkopf, Anita Chadwick, Dane Weber, Mark Westphal. City officials present were, Gary Batt, Code Administrator II and Anthony Murphy City Fire Marshal.

Item 2: Chairman Aguallo informed those present of the Nebraska Open Meetings Act and that a copy was posted on the bookcase in the back of the Council Chamber, for those interested.

Item 3: Acknowledgement of any changes in the agenda; None.

Item 4: Business not on the agenda; None.

Item 5: Citizens with business not on the regular agenda: None.

Item 6: The minutes from the September 10, 2018 meeting were reviewed.

Conclusion: A motion was made by Estrada and second made by Huber to approve the minutes from the September 10, 2018 meeting. "Yeas": Redfern, Gompert, Huber, Estrada, Aguallo. "Nays": None, "Abstained": Wayman, "Absent": Zitterkopf, Weber, Westphal, Chadwick. Motion Carried.

Item 7: The Planning commission opened the public hearing on a annexation request from property owners Western Sugar Company and Eric and Brandy Reichert .

The Western Sugar Company parcel is 31.6 acres and described as "That certain triangle-shaped parcel of land lying east of 21st Avenue, south and west of Highway 26 and north of East Overland Drive, being located in the W 1/2 SW ¼ of Section 19, Township 22 north, Range 54 West of the 6th P.M., Scotts Bluff County, Nebraska.

The second parcel owned by Eric and Brandy Reichert consists of 4.1 acres and described as Lot 1, Block 1, Western Addition, situated in the SW ¼ SW ¼ of Section 19, Township 22 North, Range 54 West of the 6th P.M., in Scotts Bluff County, Nebraska.

The City Staff made a positive recommendation to annex the two properties.

Chairman Aguallo asked if anyone was interested in speaking on the annexation, Anthony Murphy, City Fire Marshal for the City of Scottsbluff arose and said he just had a concern on what entity was going to the intersections of 21st Avenue and East Overland since rural fire currently responds to those locations, Anthony also questioned since these parcels are annexed, does the City Fire respond to incidents on Highway 26 between the above intersections. Anthony said that he has these concerns because of the new 911 system. Gary Batt said he would have to speak to the City Attorney to address these concerns and suggested that Anthony may do the same. Anthony then sat down.

There was an elderly gentleman who did not offer his name other than he was a on the Board of the Scottsbluff Sugar Workers Credit Union, he stated that the credit union never received notification. Gary Batt advised the gentleman that he would check into the matter.

Note: After the meeting, I remembered that when notifications are sent out, the computer generates a list of property owners within the 300 feet of the proposed property and notification is sent to those property owners. The Credit Union leases the ground from Western Sugar Company thus the Credit Union is not the owner so the notice was sent to Western Sugar Company.

Chairman Aguallo asked if anyone else had any comments and there were none and she asked for a motion.

Conclusion: A motion was made by Wayman, second made by Huber to approve the annexation of the two parcels. First being Western Sugar Company "That certain triangle-shaped parcel of and lying east of 21st Avenue, south and west of Highway 26 and north of East Overland Drive, being located in the W1/2 SW1/2 of Section 19, Township 22 North, Range 54 West of the 6th P.M., Scotts Bluff County, Nebraska.

The second parcel of Eric & Brandy Reichert, Lot 1, Block 1, Western Addition, situated in the SW1/4 SW 1/4 of Section 19, Township 22 North, Range 54 West of the 6th P.M., In Scotts Bluff County, Nebraska. "Yeas": Redfern, Gompert, Wayman, Huber, Estrada, Aguallo. "Nays": None, "Abstained": None "Absent": Zitterkopf, Chadwick, Weber, Westphal. Motion Carried.

Item 8: The Planning Commission opened the public hearing on a special permit for Dawn Jolliffe to have an esthetician salon in her home at 2117 2nd Avenue. Gary Batt read the staff report for the members and Gary said that staff recommended the salon. Chairman Aguallo asked if anyone had comments concerning the salon. Gary Batt introduced Dawn Jolliffe to the Planning Commission, Dawn explained what she was wishing to do at the house. Dawn explained the amount of clients she would see daily or weekly, an approximate time frame per client, and she addressed the issue of parking stating she has enough room in her driveway to park at least three cars. Although she said that she would never have that many clients at any time.

A unidentified male who apparently resides near Dawn Jolliffe addressed the members and Dawn with questions on time frames for her clients, parking and amount of clients. Dawn addressed the man and answered his questions with the same information she had spoke of earlier. Another unidentified female who said she lives in the neighborhood of 2117 2nd Avenue asked Dawn about the amount of clients and where were they going to park along with questioning the increase traffic on 2nd Avenue of clients coming to 2117 2nd Avenue. Dawn addressed those concerns. Another female Mary Skiles spoke to the members concerning the neighborhood has been changing over the years with a business being

located nearby (Jordaine Insurance) and many of the homes are being bought up and turned into rentals, she said she worried what problems adding this business would bring.

Callan Wayman asked Dawn about her business, Callan spoke of another hair salon that was denied in 2017 at the location of 7th Avenue and East 20th Street, which the salon owner would not have lived there and the parking was prohibitive. Callan asked if this would comply with the new Comp Plan, Gary Batt said he would have to check land use. Chairman Aguillo asked Dawn whether she planned on more than one customer at a time. Dawn said she would not, due to the prep time per customer is prohibitive. Dave Gompert asked whether her hours are day time or evening. Dawn said she leaned more to day light hours 8:00 am to 5:00 pm. Henry Huber asked whether the special permit was allowed anyone else to work there or if Dawn was the sole person. Gary Batt said the special permit is for Dawn alone and when she moves from 2117 2nd Avenue, the special permit ends.

At this point Chairman Aguillo asked for a motion for the Special Permit. Callan Wayman made a motion to disapprove the permit and second was made by Huber not to allow the esthetician salon at 2117 2nd Avenue. "Yeas" : Wayman, Huber, Estrada "Nays": Redfern, Gompert, Aguillo, "Abstained": None, "Absent": Zitterkopf, Weber, Westphal, Chadwick. There was a tie with three Yeas and three Nays.

Chairman Aguillo asked whether we could table the matter to the December meeting. Gary Batt said he believed that was possible due to the vote was tied. Chairman Aguillo asked for a motion to table. Henry Huber made a motion to table the Special Permit for 2117 2nd Avenue till the December meeting, seconded by Estrada. "Yeas": Redfern, Gompert, Huber, Estrada, Aguillo, "Nays": Wayman, "Abstained": None, "Absent": Zitterkopf, Westphal, Weber, Chadwick. Motioned Carried.

Becky Estrada then left the meeting at 6:30 PM due to another engagement.

Item 9: The Planning Commission opened a public hearing for Western Banks request to rezone a parcel at Lot 1, Block 1, Northern Heights By Foos from an R-1A to an O&P zoning district. The parcel is located on the corner of West 35th and Avenue B. The bank plans to build on the lot directly south of this lot and plans to use this lot as extra parking. They are asking for the rezone in advance before even starting construction of a new building. Pre-emptive.

Jack Baker of Baker and Associates was there as the engineer for the future project to answer any questions. Jack did explain the project is still in planning stages for now. Jack did say that there is a current curb cut on Avenue B, the bank plans for the entrance, there are no plans for any curb cuts on West 35th Street.

Leon Ross and his wife came to the meeting with questions on what lot was being rezoned, they asked Jack Baker about any frontage roads being planned, to which, Jack said no plans for a frontage road. They asked how far over to the east was being planned for development. Jack explained the bank owns the whole lot from Avenue B to the east boundary line of that lot. To which Leon and his wife said they have no objections to the rezone.

Chairman Aguillo asked for a motion to approve the rezone from R-1A to an O&P zoning district. Linda Redfern made a motion to approve the rezone with Dave Gompert second the motion. "Yeas": Redfern, Gompert, Wayman, Huber, Aguillo. "Nays": None, "Abstained": None, "Absent": Zitterkopf, Westphal, Weber, Chadwick. Motion Carried

Item 10. The Planning Commission opened a public hearing for review and adopt guidelines and requirements for micro distilleries in C-1 and C-2 zoning districts, as well as C-3, M1 and M2 zoning districts for distilleries and micro distilleries. The City Attorney has come up with an ordinance which is compliant with the State of Nebraska statutes governing micro distilleries and distilleries and complies with the above zoning districts. Gary Batt explained that a parcel on Broadway was being planned to

have a micro distillery such as the micro brewery. Gary Batt did say that a micro distillery in C-1 and C-2 zones would be required to have a special permit. Gary did say that staff recommended the ordinance. Chairman Aguallo asked for a motion to approve the micro distillery for C-1 and C-2 zones and Distilleries and micro distilleries in C-3, M-1 and M-2 zones. Callan Wayman made a motion to approve the addition of micro distilleries and distilleries to the above zones, Dave Gompert seconded the motion. "Yeas": Redfern, Gompert, Wayman, Huber, Aguallo, "Nays": None, "Abstained": None, "Absent": Zitterkopf, Westphal, Weber, Chadwick. Motion Carried.

Item 11: The Planning Commission opened a public hearing to correct an error that occurred three years ago when the new sign ordinance was adopted and free standing signs were accidentally omitted from the PBC, C-1, C-2, C-3, M-1, M-2 zones when the ordinance was typed up. Gary Batt advised the members that free standing signs are the most common types of signs in the city and they are already with the above zones. The city just needs to add them so we are not going against our own ordinance. Chairman Aguallo asked for a motion to approve the free standing sign language to the C-1, C-2, C-3, M-1, M-2 and PBC zones. A motion was made by Huber and seconded by Wayman to add the language for free standing signs. "Yeas": Redfern, Gompert, Wayman, Huber, Aguallo, "Nays": None, "Abstained": None, "Absent": Zitterkopf, Chadwick, Weber, Westphal. Motion Carried.

Item 12: Motion to adjourn by Aguallo and seconded by Wayman. "Yeas": Redfern, Gompert, Huber, Wayman, Aguallo, "Nays": None, "Abstained": None, "Absent": Zitterkopf, Westphal, Chadwick, Weber. Motion Carried.

Angie Aguallo, Chairperson

Attest: _____
Gary Batt

City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361

Attn: Kim Wright, City Clerk

Re: Annexation Request

Dear Ms. Wright:

Please consider this letter as a request by Petition that the City of Scottsbluff include property owned by us within the corporate limits of the City. This request is made pursuant to §16-117 of the Nebraska Statutes.

The property for which annexation is requested is described as follows:

PT W1/2 SW, 19-22-54 (31.6) and TR IN W1/2 SW 19-22-54 (4.1)

All ground Western Sugar Cooperative owns North of East Overland Drive

For your convenience, we have also attached a survey or diagram of the property which we propose to have annexed to the City.

In making this request, we irrevocably waive the requirements of §16-120 of the Nebraska Statutes, which would otherwise require the City of Scottsbluff to provide to the property for which we are requesting annexation substantially the same services as provided to other inhabitants of the City.

The individual signing this request represents that he or she either is owner of the above-described property or has the authority to act on behalf of the owner of the property, and to bind the owner in all matters concerning the requested annexation.

Sincerely,

A handwritten signature in black ink, appearing to read "Rodney Perry", written over a horizontal line.

Rodney Perry
CEO
Western Sugar Cooperative

Eric & Brandy Reichert
1502 19th Avenue
Scottsbluff, NE 69361

September 28, 2018

City of Scottsbluff
2424 Circle Drive
Scottsbluff, NE 69361
Attn: Kim Wright, City Clerk

RE: Annexation Request

Dear Kim:

Please consider this letter as a Request by Petition that the City of Scottsbluff include property owned by Eric Reichert and Brandy Reichert to be annexed to the corporate limits of the City. This request is made pursuant to §16-117 of the Nebraska Statutes.

The specific real estate which we own is described as follows:

Lot 1, Block 1, Western Addition, situated in the SW¹/₄SW¹/₄ of Section 19,
Township 22 North, Range 54 West of the 6th P.M., Scotts Bluff County,
Nebraska.

The above real estate was previously included in a request for annexation made Western Sugar Cooperative. However, we are now the owners of that parcel.

We represent that we are the owners of the above-described property with authority to act in all matters concerning the requested annexation.

Sincerely,

Eric Reichert



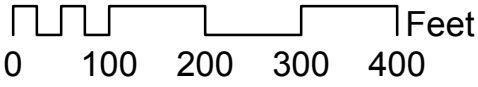
Brandy Reichert





Property for Annexation to the City of Scottsbluff:
PT W1/2 SW 19-22-54 (31.6) and
TR IN W1/2 SW 19-22-54 (4.1)
Scotts Bluff County, Nebraska

- Proposed Annexation
- Corporate Limits



Path: P:\GIS\LocalGov\NE\County\ScottsBluff\City\Scottsbluff\Maps\PROJECTS\Annexations\Proposed Annexation.mxd
Imagery Source: City of Scottsbluff, 2004

City of Scottsbluff, Nebraska

Monday, November 19, 2018

Regular Meeting

Item Resolut.5

Council to consider an Ordinance establishing a fee for non-medical assistance to individuals.

Staff Contact: Thomas Schingle, Fire Chief

Agenda Statement

Item No.

For Meeting of: November 19, 2018

AGENDA TITLE: Council to consider an ordinance establishing a fee for non-medical assistance.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Fire

PRESENTATION BY: Tom Schingle

SUMMARY EXPLANATION: This ordinance would establish the parameters for when the fire department may assess a fee for non-medical assistance. The goal is to prevent unnecessary use of fire department resources where no medical emergency exists, which potentially prevents the fire department from responding to other emergencies. This fee would not be assessed to individuals who refuse treatment or transport upon being advised treatment or transport is recommended, nor would it be assessed to other out-of-hospital care providers.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Adopt

EXHIBITS

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

Other (specify) _____

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

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev: 11/15/12 City Clerk

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA, AMENDING THE MUNICIPAL CODE REGARDING MISCELLANEOUS SERVICES PROVIDED BY THE FIRE DEPARTMENT AT CHAPTER 6, ARTICLE 6 TO ESTABLISH A FEE FOR ~~LIFT ASSISTANCE~~ **NON-MEDICAL ASSISTANCE** TO INDIVIDUALS, ~~ASSISTED LIVING FACILITIES AND NURSING CARE FACILITIES~~, PROVIDING FOR PUBLICATION IN PAMPHLET FORM AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. The Scottsbluff Municipal Code is now amended to include a new Section 6-6-33.3 to provide as follows:

“6-6-33.3. Miscellaneous; Fire Department Services.

On occasion the City’s Fire Department is called **for non-medical assistance, to include false medical alarms**, ~~upon to provide lift assistance service~~ for individuals either at their home or at an assisted living facility or nursing care facility. ~~Lift assistance service~~ **Non-medical assistance** shall mean any time the Fire Department is summoned to respond to provide assistance ~~in physically moving a person who~~ **that** does not require any ~~additional~~ medical **treatment or** transportation.

When the Fire Department is requested to respond for ~~lift assistance~~ **non-medical assistance**, a fee of \$100 shall be imposed ~~on the person making the request~~ **after two responses in a twelve-month period**. Provided, the fee shall not be imposed for the following:

- (i) when any individual refuses medical treatment or transport upon which the individual ~~signs a treatment refusal form after being~~ **was** advised treatment or transport is recommended;
- (ii) on **assisting** any other ~~pre-hospital~~ **out-of-hospital** emergency ~~treatment care~~ provider. ~~who requests assistance only for the lifting and movement of a bariatric patient.~~

The City shall, within ten (10) days of receiving itemized costs incurred for an emergency response, submit a bill for the \$100 fee by First Class Mail or personal delivery to any person ~~or~~ entity who has requested the ~~lift assistance service~~ **non-medical assistance**. The bill shall be due and payable within thirty (30) days from the date on the bill. If any person or entity who requests ~~lift assistance service~~ **non-medical assistance** fails to pay the bill submitted by the City, the City shall have a right to bring a cause of action in an appropriate court to collect such fee.”

City of Scottsbluff, Nebraska

Monday, November 19, 2018

Regular Meeting

Item Resolut.6

Council to consider an Ordinance designating the public way in Immigrant Trail Subdivision as Migrant Way, authorizing its use as a street.

Staff Contact: Nathan Johnson, City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA, DESIGNATING THE PUBLIC WAY IN IMMIGRANT TRAIL SUBDIVISION AS MIGRANT WAY, AUTHORIZING ITS USE AS A STREET, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

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

Section 1. On October 8, 1979, the Immigrant Trail Subdivision was approved through a final plat and Owner's Statement wherein a Public Way was dedicated and accepted by the City for public use.

Section 2. The Public Way as dedicated and accepted is wide enough for access and travel and the City now designates it to be a street known as Migrant Way which shall be used for traffic pursuant to §20-1-1 of the Municipal Code.

Section 3. The City further finds the dedicated and accepted Pubic Way and its use as a street is approved in its current width as the surrounding topographical and other physical conditions render it impractical to alter and the use of a street of the width required by subdivision standards is not possible.

Section 4. Migrant Way is now designated as a street and Public Way within the City and Immigrant Trail Subdivision.

Section 5. This Ordinance shall become effective upon its passage, approval as provided by law, and publication shall be in pamphlet form.

PASSED and APPROVED on _____, 2018.

Mayor

Attest:

City Clerk (Seal)

Approved as to Form:

Deputy City Attorney

City of Scottsbluff, Nebraska

Monday, November 19, 2018

Regular Meeting

Item Reports1

Council to receive an update on funding mechanisms regarding the Riverside Discovery Contract.

Staff Contact: Nathan Johnson, City Manager

City of Scottsbluff, Nebraska

Monday, November 19, 2018

Regular Meeting

Item Reports2

**Council to consider an Economic Development Agreement for
Bsquared Farming and Trucking, LLC.**

Staff Contact: Starr Lehl, Economic Development Director

City of Scottsbluff
Economic Development Application Review Committee
November 9, 2018

A meeting of the Economic Development Application Review Committee was held on November 9, 2018, at 8:00 a.m. at City Hall, 2525 Circle Drive, Scottsbluff, NE.

Present were Committee Members, Jim Trumbull, Dennis Hadden, Marla Marx, and Hod Kosman. Also attending was alternate Dave Schaff. Since there were four Committee Members present, alternate Schaff was designated to participate in all matters. In attendance on behalf of the City were City Economic Development Director, Starr Lehl, City Finance Director, Liz Hilyard, and Deputy City Attorney, Rick Ediger.

Chairman Trumbull called the meeting to order and stated that a copy of the Nebraska Open Meetings Act is located on the South wall of the Council Chamber. There were no changes in the Agenda, nor were there any citizens with business not scheduled on the Agenda.

It was moved by Marx and seconded by Hadden that the minutes of October 4, 2018 Committee Meeting be approved. Voting yes: Trumbull, Hadden, Marx, Kosman, and Schaff. Voting no: None.

An additional presentation, with information as requested, was made by Bsquared Farming and Trucking, LLC and SC Blanton Enterprises, Inc. Present on behalf of Bsquared and Blanton were Valerie Baker, Clifford Brabson, and Scott Blanton. Margaret Akin of the Nebraska Business Development Center also appeared on behalf of the Applicant. Since the October 4 meeting, the City had received information as to the 5 trucks that did not have liens on them that could be used for collateral. Bsquared valued those trucks at \$395,000 and Director Lehl consulted an outside source who valued them at \$370,000. However, there were some assumptions made by the outside source that would give indication that the Bsquared value was likely close. Questions were also asked as to the base employees to be used. Bsquared indicated that their base number of employees was 8 employees. Director Lehl was instructed to verify the number of employees of June 30, 2018, by obtaining appropriate tax returns to verify the base numbers.

After further discussion by the Committee, it was moved by Schaff and seconded by Marx that the Committee recommend approval of \$150,000 forgivable low-interest loan. The loan will be amortized over 4 equal annual payments with interest at the applicable Midterm Federal Rate in effect at the time the loan is closed. Annual Job Credits may be earned at the rate of \$2,000 per employee per year. Any difference between the credit earned and the annual payment will then be paid by the Applicant to the City. Job Credits will be given for the number of jobs created over the base number. The Job Credits may be earned effective January 1, 2019. The City shall have a first lien on all 5 trucks listed. In addition, the Guarantees shall be obtained from Valerie Baker, Clifford Brabson, and Scott Blanton. Voting yes: Trumbull, Hadden, Marx, Kosman, and Schaff. Voting no: None

Director Lehl indicated that City Manager Nathan Johnson, Ediger and she met with Herb Gibson, one of his partners, and his banker the day before in order to get clarification on building ownership and financing.

The meeting was then adjourned at 9:00 a.m.

Starr Lehl, Economic Development Director

ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT

This Agreement is made on November ___, 2018, between the City of Scottsbluff, Nebraska (the “City”) and Bsquared Farming and Trucking LLC (“Bsquared”) and S C Blanton Express, LLC (“Blanton”). Bsquared and Blanton are collectively referred to as the “Applicants”.

Recitals:

a. The City has adopted an Economic Development Plan pursuant to the Nebraska Local Option Municipal Economic Development Act (the “Plan”). Pursuant to the Plan, the City has implemented an Economic Development Program (the “Program”).

b. The Applicants have made application for assistance from the Program (the “Application”);

c. The Administrator of the Program (the “Administrator”) and the City Economic Development Application Review Committee (the “Committee”) have reviewed the Application and recommended to the City Council (the “Council”) that a loan (the “Loan”) be made to the Applicants from the City of Scottsbluff Economic Development Fund (the “Fund”) as provided for in this Agreement. The City Council has approved the Committee’s recommendation.

d. The parties now desire to enter into this Agreement for the purpose of setting out the terms and conditions of the Loan.

Agreement:

1. Purpose of Loan:

Bsquared is engaged in interstate over-the-road, long-haul flatbed trucking and fuel/propane distribution (the “Business”). Blanton owns most of the trucks and trailers that Bsquared uses in the Business (the “Equipment”) and leases the Equipment to Bsquared. The Applicants are headquartered at 220594 East Hwy 92, Gering, utilizing land and a building owned by Blanton. Bsquared’s business is growing, in particular with respect to shipping incoming components and/or ingredients and for outgoing products. It is incurring expenses for office equipment, shop equipment, expansion costs and working capital.

2. Amount of Loan:

The Loan shall be in the amount of \$150,000 and shall be disbursed from the City’s Economic Development Fund (the “Fund”) to the Applicants as provided for below. The Loan shall be represented by a promissory note (the “Note”) to be signed at the Loan Closing in the form of the attached Note. The Note shall carry interest from January 1, 2019 (the “Note Interest Date”) at the Applicable Federal Long Term rate for the month of the Loan Closing. Repayment shall be as set out below.

3. Loan Disbursement and Loan Closing:

As soon as the Applicants have satisfied the conditions to the Loan Closing, the amount of the Loan shall be scheduled as a claim at the next Council meeting for which the matter may be reasonably scheduled. Disbursement of the Loan proceeds shall be made within 10 business days after the Council has approved a claim for the Loan. The disbursement of the Loan proceeds shall constitute the "Loan Closing".

4. Job Credits:

As long as the Applicants are not in default of the Note, this Agreement, or any other document entered into pursuant to this Agreement, the Applicants shall be eligible for credit against the balance due under the Note for Job Credits earned during a Year. A "Year" shall mean the 12-month period ending on each December 31, with the first Year beginning January 1, 2019. "Annual Job Credits" shall be calculated as follows:

a. The Applicants are eligible to receive an Annual Job Credit during a Year equal to the Eligible FTE's for a Year multiplied by \$2000.

b. The amount of the Annual Job Credit may not exceed \$37,500 per Year (the "Maximum Annual Credit"). If the Applicants earn credits in excess of the Maximum Annual Credit in any one Year, the excess credits may be carried back to one or more prior Years where the Maximum Annual Credit was not earned, as long as the Maximum Annual Credit is not exceeded for any one Year. Excess credits may not be carried forward.

5. Note Repayment:

The Note shall be repayable as follows:

a. Upon receipt of an Annual Report, the City will make a preliminary review based on the Annual Job Credits claimed. The amount of the Annual Job Credits, adjusted for any adjustments from the preliminary review, shall then be applied against the principal of the Note.

b. The difference in the amount applied to the principal plus the interest due on the Note shall be paid to the City on or before April 1.

6. Employee Definitions:

a. "Full Time Employee" shall mean a bona fide employee of either of the Applicants who (1) are classified by the Applicants as full time; and (2) subject to normal and reasonable waiting periods, is eligible for the employer's normal fringe benefit package. The normal fringe benefit package must, at the least, include a health insurance plan which provides for employee coverage with 50% paid by either of the Applicants.

b. "Eligible Full Time Employee" shall mean a Full Time Employee who:
(1) primarily works within the City, and (2) resides within 60 miles of the corporate limits of the

City; provided, however any Full Time Employee who does not reside within 60 miles of the corporate limits of the City at the time that the Full Time Employee is hired, shall nevertheless be considered an Eligible Full Time Employee if the Full Time Employee moves to a residence within the required geographic area within 6 months of the hiring of the Eligible Full Time Employee.

c. “Full Time Equivalent” Employees (the “FTE’s”) shall be the number arrived at by dividing the total hours paid by the Applicants to their Eligible Full Time Employees during a Year divided by 2080 hours, and then rounded down to the nearest tenth; provided, however, the maximum hours paid that can be counted for any one Eligible Full Time Employee shall not exceed 40 hours per week. Salaried employees shall be presumed to have been paid on the basis of 40 hours per week.

a. “Eligible FTE’s” shall mean the FTE’s calculated for a year less 8.

7. Representations and Warranties of the Applicants:

The Applicants represent and warrant the following, all of which shall survive the Closing:

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

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

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

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

All representations and warranties made by the Applicants shall survive the Loan Closing.

8. Representations and Warranties of the City:

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

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

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

9. Conditions to Loan Closing:

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

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

b. Bsquared shall have delivered to the City:

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

(2) A copy of the current and correct Articles of Organization and Operating Agreement of Bsquared certified by a Member of Bsquared to be correct;

(3) Certified resolutions of the Members of Bsquared authorizing this Agreement and providing for signature authority.

c. Blanton shall have delivered to the City:

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

(2) A copy of the current and correct Articles of Organization and Operating Agreement of Blanton certified by a Member of Blanton to be correct;

(3) Certified resolutions of the Members of Blanton authorizing this Agreement and providing for signature authority.

d. In order to secure the Loan, the Applicants shall have delivered to the City the following:

(1) a guaranty (the “Guaranty”) of Scott C. Blanton, Clifford Brabson, and Valerie Baker. The form of the Guaranty is attached.

(2) a security agreement (the “Security Agreement”) covering a portion of the Applicants’ Equipment. The form of the Security Agreement is attached.

e. The Applicants shall in all material respects have performed their obligations, agreements, and covenants contained in this Agreement to be performed by them, on, or before the Loan Closing.

f. There shall have been no material adverse change in the operation or financial status of the Applicants and the Loan Closing shall constitute the Applicants’ representations that there has been no such material adverse change.

g. In requesting the disbursement of the Loan, the Applicants are considered to have represented that the above conditions have been satisfied and are continuing to be satisfied.

10. Annual Reports:

If the Applicants desire to claim Job Credits, the Applicants shall annually, within 60 days of the end of each Year, provide to the Administrator a report in form and substance acceptable to the Administrator which calculates the Annual Job Credit for the Year (the “Annual Report”). The Administrator shall have the right at any time to (i) require that the Annual Reports be reviewed at the Applicants’ expense by a Certified Public Accountant reasonably acceptable to the Administrator, or (ii) hire, at the Administrator’s own expense, an independent Certified Public Accountant or other Business or financial expert, to review the books and records of the Applicants pertaining to the Annual Report and any other terms and conditions as provided for in this Agreement. If after a review or audit of the Applicants’ records it is discovered that the Annual Job Credit claimed on the Annual Job Credit Report exceeds 10% of the Annual Job Credit as determined by the Administrator, then the Administrator may require the Applicants to reimburse the Fund for the actual cost of the audit.

11. Default:

The Applicants shall be in default in this Agreement and the Note if any of the following happen:

a. Failure to comply with any of the terms of this Agreement, the Note, the Security Agreement or the Guaranty to include an assignment not permitted under this Agreement.

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

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

d. Either of the Applicants cease to conduct their Business or moves their Business outside of the City.

12. Assignability:

The Administrator may assign his interest in this Agreement to any successor administrator designated by the City Council. The Applicants may not assign or transfer its interest in this Agreement without the consent of the Administrator. Assignment shall include a transfer of ownership of the Applicants which results in the Members owning less than 51% of the LLC interests of the Applicants.

13. Confidentiality:

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

14. Notices:

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

a. If to the City:

City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361
Attention: City Manager

- b. If to the Applicants:

Bsquared Farming and Trucking LLC
220594 East Hwy 92
Gering, NE 69341
Attention: Valerie Baker

S C Blanton Express, LLC
220594 East Hwy 92
Gering, NE 69341
Attention: Valerie Baker

15. Miscellaneous:

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

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

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

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

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

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

[Signature page to follow]

**Signature Page to Economic Development Assistance Agreement between
the City of Scottsbluff, Nebraska and Bsquared Farming and Trucking LLC, and
S C Blanton Express, LLC.**

City of Scottsbluff, Nebraska

Bsquared Farming and Trucking LLC

By: _____
Economic Development
Program Administrator

By: _____
Valerie Baker, Member

By: _____
Scott Blanton, Member

S C Blanton Express, LLC

By: _____
Scott Blanton, Member

City of Scottsbluff, Nebraska

Monday, November 19, 2018

Regular Meeting

Item Reports3

Council to discuss and instruct staff on signage for East Overland.

Staff Contact: Nathan Johnson, City Manager

City of Scottsbluff, Nebraska

Monday, November 19, 2018

Regular Meeting

Item Reports4

Council to consider a sewer claim from Mike and Marsha Green for property located at 314 East 27th Street.

Staff Contact: Nathan Johnson, City Manager

City of Scottsbluff

CITIZEN INCIDENT REPORT

All tort claims under the Political Subdivisions Tort Claims Act and sections 16-727, 16-728, 23-175, 39-809, and 79-610 shall be filed with the clerk, secretary, or other official whose duty it is to maintain the official records of the political subdivision, or the governing body of a political subdivision may provide that such claims may be filed with the duly constituted law department of such subdivision. It shall be the duty of the official with whom the claim is filed to present the claim to the governing body. All such claims shall be in writing and shall set forth the time and place of the occurrence giving rise to the claim and such other facts pertinent to the claim as are known to the claimant.

Date: 9/9/18

Date and location of Incident: 314 E. 27th St. 8/24/18

Claimant Name: Mike & Marsha Green Phone: 632-5202

Address: 1818 3rd Ave City: Scottsbluff State and Zip: NE 69361

City Department Contact: _____

Narrative of what happened: _____

On August 24, 2018, at approximately 12:45 pm our tenant, Meera Scribner, called to say she had just walked downstairs to clean and there was a small puddle of water. I asked her to check the water heater, water softener, toilet, sink shower etc. for a possible source. She found nothing. I called Pipe Works Plumbing and asked them to go over. Within 30 minutes the basement was covered with sewer water coming in the floor drain. When Levi Reinmuth went over to check the situation he found that there was no water being used inside the home but the floor drain was bubbling sewer water. He called the city. When the city employee arrived, he lifted the manhole lid in the front yard to find the city main sewer was plugged. The city then brought a big truck to clear the pipe and once that was cleared, the water drained immediately. It was up to my ankles by the time the city cleared the line. The basement is finished completely with 8 month old plank flooring and fresh paint. Consolidated Services was called to clean up the sewer mess and make the necessary repairs to the walls, floors and painting. I have attached photos of the process and the invoices for the repair.

Thank you

Estimated amount of damages \$ 16,810.89 (attach estimates)

Attachments: Photos: ✓ Estimates: ✓ Medical Bills: 0

Witnesses: Levi Reinmuth, plumber 641-0481
Meera Scribner, Contact Information:
tenant - 631-1915
Bob Sargent, Cons. Services 631-8211

Citizen insurance information: _____

Reported by (city staff): _____

Received Date: _____

Signature of Claimant(s): [Signature] Marsha Green

SUBMIT TO: KIM WRIGHT, CITY CLERK, CITY OF SCOTTSBLUFF
2525 CIRCLE DRIVE, SCOTTSBLUFF, NE 69361

From: **Bob Sargent** bobsargent1974@gmail.com
Subject: Rental Sewage Loss Mitigation & Repairs
Date: September 6, 2018 at 3:37 PM
To: Marsha Green marshag9@gmail.com

BS

Hi Marcia,
Attached:

- 1) Billing cover page
- 2) Mitigation & dry out billing \$7,264.11
- 3) Sewage loss repair estimate \$9,546.78

Please call or E-mail if you have questions.
We started the drywall repairs today!
We will need you to pick out the wall paint color & flooring if you have time.

Thank you,
Bob Sargent



Consolidated Services, Inc.

1224 Broadway
Scottsbluff, Nebraska 69361
(308) 632-7466
1-800-657-2166
FAX: (308) 632-4996

INVOICE

Michael & Marcia Green
1818 3rd Ave.
Scottsbluff, NE 69361

September 6th, 2018

RE: Rental - Sewage Loss
Tenant: Meera Serinder 637-1315
314 East 27th Street
Scottsbluff, NE 69361

Page # 1

DESCRIPTION	QNT	EA	PRICE	TOTAL
Sewage Loss - Repair Estimate Dated 9/6/2018 (Not completed to Date)				\$ 9,546.78
Sewage Loss - Mitigation & dry out dated 9/6/2018 (Completed to Date)				\$ 7,264.11
Mitigation and Estimated Sewage Loss Repair Total				\$ 16,810.89
BILLING				
Mitigation & Dry Out Completed to Date				\$ 7,264.11
50 % Down Payment Repair Estimate				\$ 4,773.39
Billing Total Amount Due				\$ 12,037.50
Note: Items to address				
A) Content cleaning, replacement & or repairs to be determined. Tenants contents are Not included.				



Specialists in Restoration, Cleaning & Construction



GREEN-M-
MITIGATIO...al Draft.pdf



GREEN-M-
REPAIRS_...al Draft.pdf

Memo

To: Kimberley Wright, City Clerk
From: Lynn Garton, Water Reclamation Supervisor
CC: Mark Bohl, Public Works Director
Date: 8/27/18
Re: 314 East 27th Street Sewer Call

At approximately 2:00 p.m. on August 24, 2018 Vicky Thomason received a call from Levi Reinmuth with Pipeworks Plumbing indicating that he was returning from a job in Mitchell to respond to a sewer call from the property owner at 314 East 27th Street. The property owner had indicated that she was experiencing gurgling and smell from their floor drain. Levi asked that we please check our mainline prior to his arrival.

Robbie Burke along with Bridger Twombly responded to the site at approximately 2:10 p.m. Robbie checked both manholes at East 27th Street and East 26th Street. The manhole at East 27th Street had standing water while the other had a slow flow. Robbie felt that this could indicate a possible backup in the city sewer main and returned to the Treatment Facility to retrieve the Jet/Vac truck and return to the area to perform cleaning of the mainline. The crew proceeded to perform cleaning of the line and at approximately 175 feet experienced resistance in the line. Once they began to pull back the jet hose they visualized large amounts of paper towel or wet wipes, and then retrieved a piece of PVC pipe (see photo) that could have been the cause of holding up the debris within the line. Once the debris was removed flows returned to normal.

Robbie made contact with the property owner initiating the original call to Levi and presented them with a Backup Packet giving them instruction on filing a claim if they felt they had one, and how to clean after an event like this.

It should be noted that earlier this year the Scottsbluff High School construction project located directly across East 27th Street from the manhole that water was found standing in, was tapped for a new service lateral from the new addition. This new 8 inch lateral could have been the cause for the entry of the piece of pipe that was found within the cities mainline.

On Monday, August 27th the collection crew returned to the area to conduct a televised inspection of the mainline in question. The inspection revealed that the line was clean with no other obstructions observed.

City of Scottsbluff
Wastewater Treatment Plant Sewer Call Work Record

Reviewed by Supervisor: [Signature]

Date: 8-24-18 Time of Call: 2:00 pm Received By: Vickie Given to: Rebbie Time Given: 3:00 pm
 Caller: Levi's W/PIPEWORKS PL Phone #: _____ Owner if Known: _____
 Location / Address: 314 E 27th St
 Work Request: The customer called Levi - said their sewer is gurgling - smell. Please check the City main.

WORK PERFORMED

Field employees must answer all items numbered 1 through 13 and turn the Work Record over to the Wastewater Supervisor for Review.

1) Time of Arrival: 2:10 pm

2) Upon arrival, the following manholes were checked to determine what was happening in the City's collection system:

Between	And...	On (What St or Ave)	Flow in Manholes: Write what was found below.	Picture Taken Yes or No
Example: E 16th St	E 17th St	12th Ave	Normal	Yes
27th Ave	26th Ave	26th Ave	Standing water in MHT on 27th Ave	Yes
			Low flow in MHT on 26th Ave	

3) After checking manholes, what additional work was performed to correct this problem:

____ I informed the customer that they will need to contact a plumber to assist them with their private lines as the City's manholes have been checked in the area and the flow is okay. Who did you inform _____
 or ____ I informed the plumber that they will need to take a closer look at the customer's private lines as the City's manholes have been checked in the area and the flow is okay. Who did you inform _____
 or Cleaning performed: Jetted from MHT on 26th Ave to MHT on 27th Ave, to open line. Pulled back normal debris and what looked like baby wipes / hand towels, and chunk of PVC pipe.

4) What did you find in the sewer lines or manholes? (grease/toilet paper, etc) _____

5) Number of feet jetted: 380 ft

6) If jetting was performed and the flows in manholes were normal, explain why we went ahead and jettted the City's main lines. _____

7) Did this location have flooding or damage occur of some sort? Yes X No _____ Unsure _____

8) If yes or unsure, did you provide them with the City's Letter from Management and EPA Brochure? yes

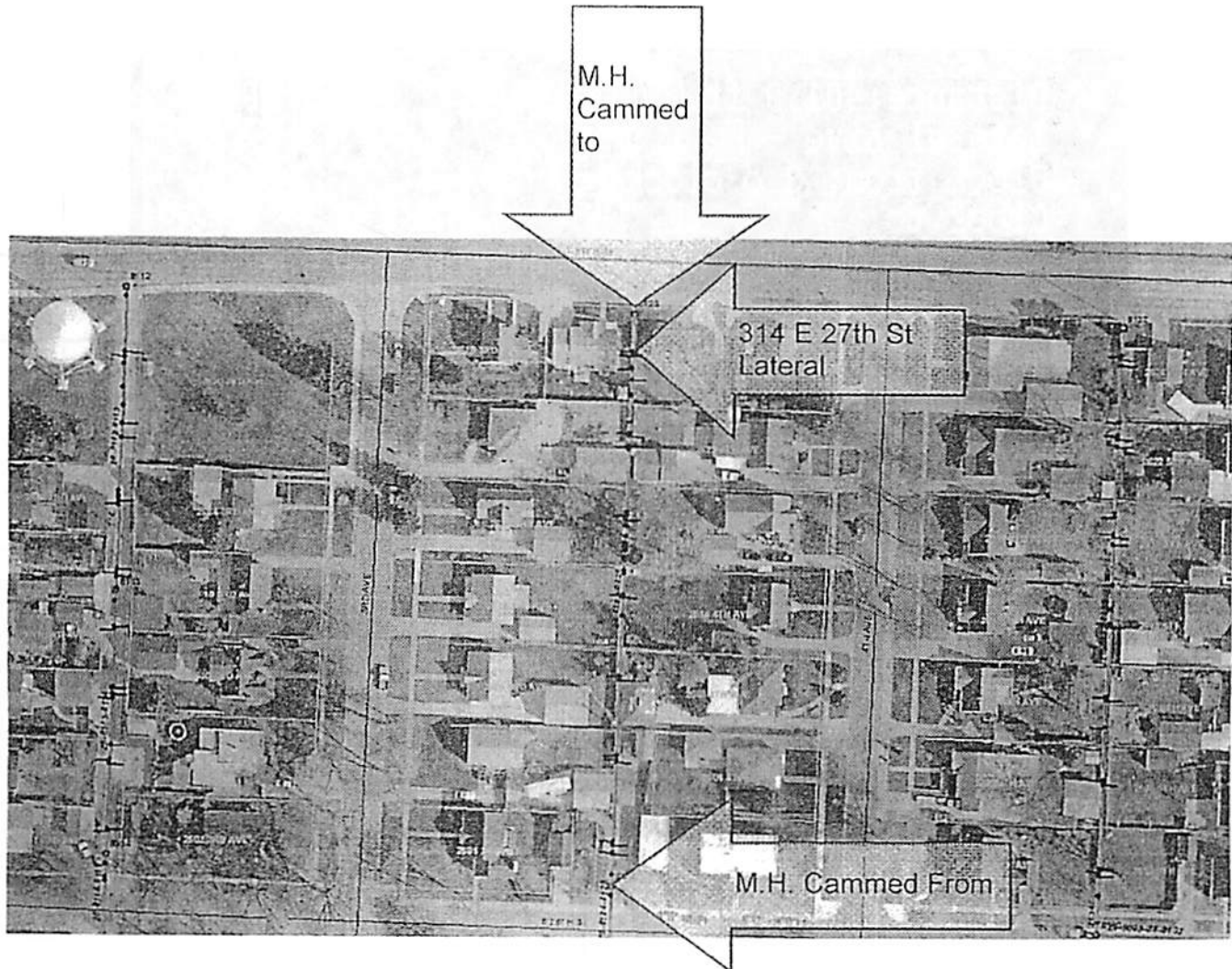
9) Who did you give the letter and brochure to? property owner

10) Date Completed: 8-24-18 11) Personnel Time Involved 2 12) Sewer Jet Hrs Involved 1.5

13) Work Performed By: [Signature]

REMINDER, please do not put work order away until secretary has initialed it after recording.
 Secretary initial here MA Record # 0824191

Map View Report





City of Scottsbluff
2525 Circle Drive
Scottsbluff Ne, 69361
(308) 632-4136

Still Image Report



D:\Media\Photos\SEWER CALLS-Manhole '8123'-Manhole '8124'-Lateral Live at 401.9 ft..JPG
8/27/2018

MEMORANDUM

To: Nathan Johnson
From: Kent A. Hadenfeldt
Date: November 5, 2018
Subject: Sewer-Back Up at 314 East 27th Street / Claim

On August 24, 2018 at approximately 2:00 p.m. the City was notified by a plumber about a sewer call at 314 East 27th Street. The property owner had indicated she was experiencing gurgling and smell from a floor drain. The plumber asked the City investigate the sewer main prior to his arrival.

Two City employees arrived and checked two manholes on East 27th Street and East 26th Street. The manhole on East 27th Street had standing water. It was determined a possible backup in the main was occurring. The two employees then returned to the treatment facility to retrieve the jet/vac truck to perform a cleaning of the line. At approximately 175 feet in the line resistance occurred. Once they began to pull the jet hose, they visualized a large amount of paper towels or wet wipes in the main. They also retrieved a piece of PVC pipe. It was determined the PVC pipe could have been the cause of the back up in the line.

Once the debris was removed, flows returned to normal. The City crew returned on Monday, August 27, 2018 to conduct a televised inspection of the main line in question. This inspection revealed that the line was clean with no obstructions observed. The City crew also televised the lateral to Scottsbluff City High School. It should be noted in August, 2018, a new tap was constructed for a service lateral. There was additional pipe debris observed at the bottom and along the base bench. Pieces of pipe were removed and the line was thoroughly cleaned.

There had been no previous sewer back ups in this area.

On September 9, 2018, a claim was made to the City by the Members of a limited liability company that owns the property located at 314 East 27th Street. The claim included invoices for the clean up and repair of their rental property. The invoices were sent to West Nebraska Claims for verification. They returned a report the damages were somewhat aggressive and if any loss is warranted it would be in the amount of \$12,975.69

When sewer backups occur within the City main, there are generally two claims asserted against the City. One is for inverse condemnation and the other is for negligence. From reviewing the facts, it does not appear that either would apply in this instance.

An inverse condemnation claim requires the City to take some sort of action under its eminent domain powers. The City has not exercised its power of eminent domain and, therefore, has not taken or damaged any property. In addition, there was no known or foreseeable damage the City's action would cause any damage to private property. This can occur when the property owner has shown that any invasion of property right was intended or foreseeable because there were reoccurring problems in the area.

The City had received no complaints of backups in this area. The investigation did reveal that a neighbor on 27th Street called the City because of a slow service. However, the City investigated these complaints in 2012, 2013 and 2016, ran routine inspections and discovered the cause of the slow service was root intrusion into the service lateral of the homeowner. Routine service and maintenance has been completed in the area in June of 2006 and since then inspections have occurred in November of 2012, August of 2013 and August of 2016 with no issues and no problems reported with the sewer main line.

The second possible legal claim could be under negligence. Negligence is defined as doing something that a reasonably careful person would not do under similar circumstances, or failing to do something that a reasonable careful person would do under similar circumstances. There must be a legal duty to protect from injury, a failure to discharge that duty and damages proximately caused by the failure to discharge the duty.

The City has inspected this sewer main three times over the past four years. There has never been any indication or discovery of any problems with the main on any of those inspections. The City has a routine maintenance schedule for its sewer main which was followed. The City has no control over improper or inadequate customer connections, maintenance or disposal including other unknown or undiscoverable potential causes of sewer back ups. At no time was the City aware or knew of any problems or issues in this sewer main prior to the backup. In addition, the City was unaware of any issues or potential debris that may have been

caused by the construction at the High School to include the PVC pipe and debris that may have flowed into the City Main.

The City has fulfilled its duty and was unaware and could not have possibly known of the debris that more than likely caused this particular backup. The City has fulfilled its duty in this particular instance.

In summary, because of the fact there were no reoccurring or foreseeable issues in the City's sewer main and the fact the City has inspected this sewer main three times in the past six years, the City has acted reasonably was not the proximate cause of the backup or any damage to the claimant. Therefore, neither inverse condemnation nor negligence can be a basis for a claim and it is our recommendation that the claim be denied or no further action taken.

cc: City Council

City of Scottsbluff, Nebraska

Monday, November 19, 2018

Regular Meeting

Item Reports5

Council to consider approval of an Interlocal Cooperation Agreement with the County for the operation of the Scotts Bluff Drain and authorize the Mayor to sign the Agreement.

Staff Contact: Nathan Johnson, City Manager

Agenda Statement

Meeting Date: November 19, 2018

AGENDA TITLE: Council to consider approval of an Interlocal Cooperation Agreement with the County for the operation of the Scotts Bluff Drain.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Public Works

PRESENTATION BY: Nathan Johnson, City Manager

SUMMARY EXPLANATION: The City and County have an existing Agreement for the operation, maintenance and funding of the Scotts Bluff Drain. This proposed Interlocal Agreement is basically the same with updates or changes being made to items 3, 4, and 11. Item 3 sets the Agreement for four years with an annual option to renew thereafter. Item 4 replaces the equation to determine drain ownership with delineated area. Currently 2,658.41 acres, or 58.5%, lie in the County and 1,885.54 acres, 41.5%, are in the City. This equation is primarily used to determine maintenance costs. Item 11 allows both the City and County to acquire and dispose of property and the funding for it when needed.

The Scotts Bluff Drain Operating Committee met on November 15, 2018 and reviewed the Agreement and Exhibits. The Committee approved the By-Laws and recommend that Council approve the Interlocal Cooperation Agreement for the Operation of the Scotts Bluff Drain Basin.

BOARD/COMMISSION RECOMMENDATION:

The Scotts Bluff Drain Operating Committee recommends that Council approve this Interlocal Cooperation Agreement and authorize the Mayor to sign it.

STAFF RECOMMENDATION:

Resolution ☐	Ordinance ☐	EXHIBITS Contract ☒	Minutes ☐	Plan/Map ☐
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Please provide all visual presentation materials.

Other (specify) ☐ Copy of Agreement

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

City of Scottsbluff
Office of the City Manager

Effective date: January 20, 2017

INTERLOCAL COOPERATION AGREEMENT FOR THE OPERATION OF SCOTTS BLUFF DRAIN BASIN

This Interlocal Cooperative Agreement for Operation of Scotts Bluff County Drain Basin (“Agreement”) is made between the City of Scottsbluff, Nebraska, a municipal corporation (the “City”) and the County of Scotts Bluff, Nebraska, a body politic and corporate (the “County”).

WHEREAS, the Interlocal Cooperation Act at Nebraska Revised Statute §13-801 et.seq. provides that two or more public agencies may enter into an agreement for joint or cooperative action, and this Agreement is made and entered into pursuant to the provisions of the Act; and

WHEREAS, the City and the County have, since December 22, 1980, been parties to an Agreement in which they agreed to work cooperatively to own, inspect, operate and maintain the Scotts Bluff Drainage Basin from project SB034001 (“Scotts Bluff Drain”) which is located throughout the City and the County; and

WHEREAS, the City and the County desire to continue their relationship and to codify their actions into this Agreement to make the most efficient use of their taxing authority and other powers to enable them to cooperate with each other on the basis of mutual advantage to provide services and facilities to effectuate the most efficient way to provide for the continued operation, inspection, and maintenance of the Scotts Bluff Drain.

1. **NO SEPARATE LEGAL ENTITY.** No separate legal or joint entity shall be created by this Agreement.

2. **PURPOSE.** The purpose of this Agreement is to allow the City and the County to provide equipment, personnel and facilities and to cooperate in providing services to continue in the inspection, maintenance and operation of the Scotts Bluff Drain to promote effective transportation and drainage of surface and subsurface waters through storm water, flood water and run off in the most efficient manner and with the fewest collateral issues as is possible for the mutual benefit of the residents of the City and the County.

3. **TERM.** This Agreement shall be effective as of November 1, 2018 and shall end on December 31, 2021. This Agreement shall then be automatically renewed every year for a one year term unless written notice is provided by either the City or the County no later than six (6) months prior to the expiration of the current term.

4. **DESIGNATION OF OWNERSHIP AND INTERESTS BY THE CITY AND THE COUNTY.** At the time of this Agreement, there are a total of 4,543.95 acres of the delineated drainage basin that constitutes the Scotts Bluff Drain. Attached to this Agreement, marked as Exhibit “A” and incorporated by this reference, is a map outlining the Scotts Bluff Drain’s location within the County and the City. As of now 2,658.41 acres or 58.5% of the Scotts Bluff Drain acres are located within the County, or outside of the corporate limits of the City and 1,885.54 or 41.5% of the Scotts Bluff Drain acres are located within the City’s corporate limits.

5. OPERATING COMMITTEE FOR THE OPERATIONS AND MAINTENANCE OF THE DRAIN. This joint effort shall be administered by an Operating Committee ("Committee"). The Committee shall adopt by-laws consistent with this Agreement and for the governance of the Committee and its chairperson and may adopt by-laws for the governance of other matters pertaining to its duties. The members of the Committee shall be as follows:

- (a) A member of the City Council of the City designated by the Mayor and the City Council;
- (b) The City Manager or a designated employee of the City who is designated by the City Manager;
- (c) A member of the Board of Commissioners of the County designated by the Commissioners; and
- (d) The County Highway Superintendent or an employee of the County designated by the County Highway Superintendent.

The two members of the Committee designated by the Mayor and the City Council and the Commissioners shall serve at the pleasure of those bodies respectively. The members of the Committee shall serve without compensation.

A chairperson of the Committee shall be chosen by the members of the Committee. The chairperson shall be elected by majority vote of all members of the Committee. The term of the chairperson shall be described in the by-laws which are now adopted by the Committee. A copy of the by-laws are attached hereto marked as Exhibit "B" and incorporated by this reference. The chairperson shall serve without compensation, unless a majority of all of the members of the Committee shall vote to authorize payment of some type of compensation, and the governing bodies of the City and the County approve of the compensation. The chairperson shall be reimbursed for necessary expenses incurred in the performance of his or her duties if payment is approved by the Committee and mutually authorized by the City and County.

6. DUTIES OF THE COMMITTEE. The duties of the Committee shall be as follows:

- (a) To recommend to the City and County, on an annual basis and before May 1 of each year, a budget covering ownership, inspection, operation and maintenance of the Scotts Bluff Drain;
- (b) To make recommendations to the City and County concerning needed construction or replacement of capital improvements;
- (c) To determine generally the ownership, operation and maintenance needs, schedule work to be done for those purposes and assign such work to the City and County;

- (d) To determine the City's and County's share of the expenses for ownership, operation, maintenance and inspection and the costs of capital improvements in compliance with this Agreement; and
- (e) To perform such other duties as the City and County mutually authorize and direct.

7. PERFORMANCE OF THE OPERATION AND MAINTENANCE WORK. The chairperson, in assigning ownership, operation and maintenance work to the City and County, shall, in so far as is reasonably practical, assign the City to work on that part of the Scotts Bluff Drain and drainage facilities which are situated within the corporate limits of the City and assign to the County, that work on the part of the Scotts Bluff Drain and drainage facilities which are situated outside of the corporate limits of the City. In determining the kind and quality of work to be assigned to each, the chairperson, as far as is reasonably practical, shall assign to each a kind and quality of work such that the annual costs to the party performing the ownership, operation and maintenance will approximate that party's share of the ownership of the delineated acres of the Scotts Bluff Drain as set forth in paragraph 4. of this Agreement.

In addition, the allocation of expenses of operation shall also be based upon the percentage of ownership of the delineated acres of the Scotts Bluff Drain as set forth in paragraph 4. Provided, that if during any term of this Agreement and while this Agreement is in force and effect, there are acres of the Scotts Bluff Drain that are annexed by the City during the City's fiscal year, and if the annexations have occurred to the point where an adjustment to the ownership percentage of the City and the County as set forth in paragraph 4. is required, then in the year following the annexation, the chairperson shall note the percentage changed in this Agreement and it shall be attached as a schedule and incorporated into this Agreement.

8. REPORTS AND REIMBURSEMENT. Within fifteen (15) days from the end of each quarter ending March 1, June 30, September 30, and December 31, each party shall submit in writing to the Committee, in a form prescribed by the Committee, a detailed statement of the expenses incurred by the party in performing the ownership, operation, inspection, and maintenance work assigned to the party by the chairperson. The Committee shall review the statements and then have prepared within twenty (20) days after the end of the quarter, a compilation of such expenses, to include a showing of the amount by which the expenses incurred by one of the parties exceeded the share of their ownership or the amount by which the expenses incurred by the other party was less than the party's ownership interest as set forth in paragraph 4. The cost of the preparation of this report shall be paid equally between the parties within thirty (30) days after the Committee has delivered or mailed a copy to each party.

Within fifteen (15) days after the Committee has delivered a copy of its quarterly report to the parties, the party whose paid expenses during the quarter was less than its share of its ownership interest as set forth in paragraph 4. shall reimburse the other party by an equal amount.

9. CAPITAL IMPROVEMENTS, EXPENSES. The parties agree major improvements are and will be necessary and should be made in order to render the present Scotts Bluff Drain adequate to contain and transport surface and subsurface waters, flood water, and run off to the North Platte

River. The parties have adopted the official plan for improving the Scotts Bluff Drain and the capital improvement plan originally dated May 1, 1980 and as updated periodically since that time ("plan"). The parties agree that any proposed revisions by the Committee to the plan, from time to time, may be made by mutual agreement. The parties agree to equally share the cost of any engineering studies or improvements which they, by mutual authorization of their governing bodies may authorize.

All other improvements shall be constructed by one or both of the parties, as the parties, after receiving recommendations from the Committee, shall agree and have their governing bodies approve. All subsequent improvements made to the Scotts Bluff Drain, less the costs of any funds received by grants or other receipts, shall be paid by the parties in the same portions as their ownership interest as set forth in paragraph 4. of this Agreement.

10. FISCAL YEAR. The fiscal year for this Agreement shall be from July 1 to June 30 of every following calendar year; provided, the fiscal year ending on June 30, 2018 shall commence on the date of this Agreement.

11. MANNER OF ACQUIRING, HOLDING AND DISPOSING OF REAL AND PERSONAL PROPERTY. The City and the County shall have the authority to acquire, hold or dispose of real property or personal property as it relates to this Agreement. Any real property and personal property acquired pursuant to the Agreement shall be acquired by the party making the acquisition and shall be held in the name of that party.

12. FINANCING AND BUDGETING. This Agreement will be financed by the City and the County through their regular budgetary process. It is also anticipated that funding will be received through grants requested and other financial assistance from the State or Federal government for programs related to drain and drainage type of activities.

13. AMENDMENT OF AGREEMENT. This Agreement may only be amended upon the recommendation of the Committee and the consent of the City and the County. The amendment must be in writing and signed by both parties.

14. GOVERNING LAW. This Agreement shall be construed in accordance and governed by the laws of the State of Nebraska.

15. SEVERABILITY. If any provision of this Agreement shall be declared invalid or unenforceable by a Court of competent jurisdiction, such declaration shall not effect the validity of the remaining provisions of this Agreement.

16. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall be and constitute one in the same instrument.

17. BINDING AGREEMENT. This Agreement shall be binding upon the parties and their successors in interest. This Agreement may not be assigned by either party. All parties acknowledge

and stipulate that this Agreement shall not relieve either of the public agencies of any obligation or responsibility imposed by law.

18. NOTICE. All notices required or permitted under this Agreement shall be in writing, shall be deemed given when mailed by certified mail, return receipt requested, to the parties at their addresses as follows:

City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361

Scotts Bluff County
c/o Scotts Bluff County Courthouse Annex
1825 10th Street
Gering, NE 69341

DATED: _____, 2018

CITY OF SCOTTSBLUFF, NEBRASKA,

By _____
Randy Meininger, Mayor

ATTEST:

Clerk

SCOTTS BLUFF COUNTY, NEBRASKA,

By _____
Mark Masterton, Chairperson of Scotts
Bluff County Board of Commissioners

ATTEST:

County Clerk

BY-LAWS OF THE SCOTTS BLUFF DRAIN OPERATING COMMITTEE

The City of Scottsbluff, Nebraska (the “City”) and the County of Scotts Bluff, Nebraska (the “County”) have entered into and renewed an Agreement to provide for the ownership, inspection, operation and maintenance of the Scotts Bluff County Drain. As part of that Agreement, an Operating Committee (“Committee”) was formed to oversee the ownership, inspection, operation and maintenance of the facilities and works of improvement that constitute the Scotts Bluff County Drain.

The members of the Committee now adopt and amend the By-Laws for the purpose of governing the Committee:

1. MEETINGS. The annual meeting of the Committee shall be held on the second Wednesday of April of each calendar year.

Special meetings may be called at any time by the chairperson of the Committee.

An agenda for the meeting will be provided and followed by the Committee and the Committee shall abide by all open meetings laws in the State of Nebraska.

Minutes of each meeting shall be written and kept by the chairperson, or a person designated by the chairperson, and shall include the date, place and time of the meeting, record of the committee members present as well as committee members who are absent, a brief statement of all matters undertaken pursuant to the agenda and any motions considered by the Committee will be recorded, together with the vote taken upon the motion.

The chairperson, in their discretion, may change the date of the annual meeting, and in the event the chairperson does change the date of the annual meeting, they shall provide at least thirty (30) days prior notice of the meeting to all members of the Committee of the change.

2. OFFICERS. The officers of the Committee shall consist of a chairperson and a vice chairperson.

The chairperson and the vice chairperson shall be elected at the annual meeting of the Committee. Nominations for the officers shall be received from those Committee members present and in attendance at the annual meeting. An election shall then be held and the candidate receiving the majority of the votes present at the annual meeting shall be elected.

Each officer shall serve for the term of one year. There shall be no limitation on the number of consecutive terms that may be served by any person in any one office.

The officers may meet on an as needed basis for the purpose of conducting the affairs of the Committee during the fiscal year. The meetings will be held as called by the chairperson and will be at such time and place as designated by the chairperson.

The chairperson shall preside at all meetings of the Committee, will provide continuous inspection of the Scotts Bluff Drain and related storm water control facilities and be in charge of the operation and maintenance of the Scotts Bluff Drain and related water control facilities including operation and maintenance during flood periods. Finally, the chairperson shall perform such other duties as the by-laws, or the Committee by resolution or motion, shall prescribe.

The vice chairperson shall be a member of the Committee and shall be elected by a majority vote of all members of the Committee. The vice chairperson shall be a person other than the chairperson. The vice chairperson shall perform the duties of the chairperson in the absence of the chairperson or in the case of the inability of the chairperson to serve and shall have such other duties of the by-laws, or the Committee by resolution or motion shall prescribe. The chairperson and vice chairperson shall serve without compensation.

3. FISCAL YEAR. The fiscal year of the Committee shall be from July 1 to June 30 of each year.

4. BUDGET. The chairperson and the vice chairperson shall prepare a proposed budget for presentation at the annual meeting. At the annual meeting, the chairperson shall propose the budget to the Committee and the Committee shall then proceed to either approve or disapprove the budget for the ensuing year. A majority of the members present at the annual meeting shall be required to approve the annual budget.

5. FISCAL POLICY. Approval by the Committee of the proposed budget as set out in paragraph 4. shall be deemed to constitute authorization by the chairperson to spend any sums as provided in the budget. Payments of any outstanding indebtedness of the Committee shall be made by the chairperson in a manner, which is in the discretion of the chairperson, shall best meet the needs of the Committee. To encourage the prompt payment of the Committee's obligations, the chairperson shall make regular billing to the City and the County based upon the pro-rata share as set out in the Agreement signed by the County and the City. Upon receiving the billing from the chairperson of the Committee, the City or the County shall make the pro-rata payment to the respective creditors within fifteen (15) days of the receipt of the billing.

In the event the expenditures of the Committee shall exceed the amount budgeted for any fiscal year, the chairperson shall call a special meeting of the Committee for the purpose of proposing a supplemental budget for completing operations for the fiscal year which budget shall be presented to the Committee for its approval or disapproval. In no event shall the chairperson authorize expenditures in excess of the budgeted amount without approval of a majority of the Committee members present at a specially called meeting of the Committee. All capital expenditures shall be based on a direct billing to the City or the County unless otherwise determined by the Committee. No capital construction obligation shall be entered into by the Committee unless the approval of the County and the City has been received.

6. INSPECTIONS. The chairperson shall, at some point during the fiscal year, schedule an annual tour of the Scotts Bluff Drain for purposes of inspecting the facilities. This annual tour shall be attended by the members of the Committee. The chairperson may, during times of flood or other emergencies, order special inspection tours for purposes necessary for the operation and maintenance of the Scotts Bluff Drain and its structures and facilities. In addition, the chairperson shall conduct continuous inspections, operation and maintenance of all of the structures and facilities of the Scotts Bluff Drain.

7. AMENDMENTS. These by-laws shall constitute the duly adopted by-laws of the Committee. The by-laws may be amended by a majority vote of the Committee present at any annual or special meeting of the Committee.

Dated: _____, 2018.

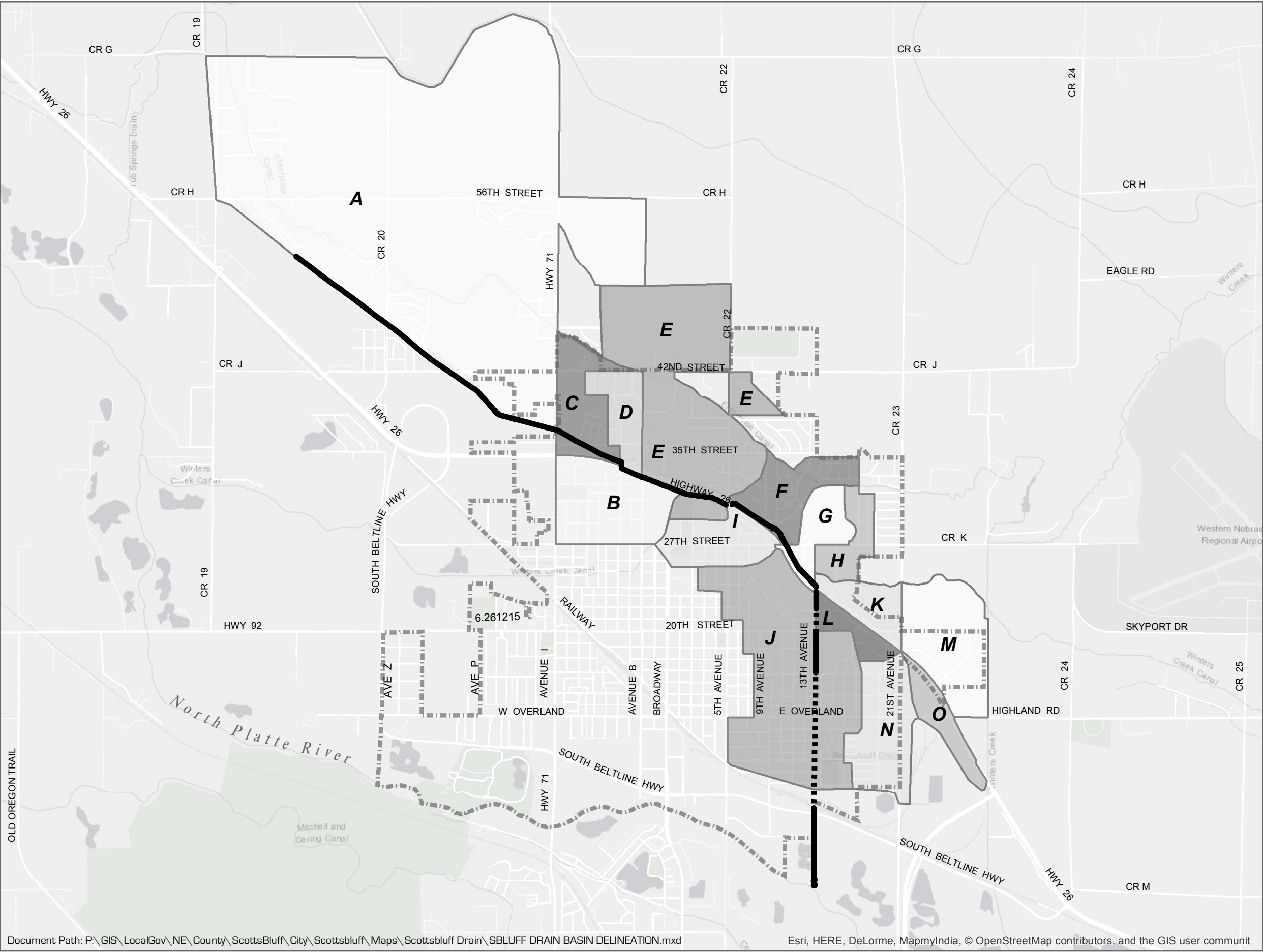
Chairperson, Operating Committee

Vice Chairperson, Operating Committee

Member, Operating Committee

Member, Operating Committee

SCOTTSBLUFF DRAIN
BASIN DELINEATION



- Scottsbluff Drain
- Scottsbluff Drain (UG)
- Corporate Limits
- Drainage Basins**
- Basin A - 2158 Acres
 - Basin B - 191 Acres
 - Basin C - 122 Acres
 - Basin D - 80 Acres
 - Basin E - 538 Acres
 - Basin F - 123 Acres
 - Basin G - 79 Acres
 - Basin H - 67 Acres
 - Basin I - 112 Acres
 - Basin J - 510 Acres
 - Basin K - 64 Acres
 - Basin L - 47 Acres
 - Basin M - 204 Acres
 - Basin N - 163 Acres
 - Basin O - 64 Acres

0 1,500 3,000 4,500 6,000 Feet



Date Saved: 11/13/2018 9:44:50 AM

City of Scottsbluff, Nebraska

Monday, November 19, 2018

Regular Meeting

Item Reports6

Council to discuss and instruct staff on purchasing technology devices for the new Council.

Staff Contact: Nathan Johnson, City Manager