

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

Regular Meeting
January 2, 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 December 18, 2017 Regular Meeting.
 - b) Approve the absence of Council Members Raymond Gonzales and Scott Shaver from the December 18, 2017 Regular Meeting.
 - c) Council to approve the appointment of Jeanne McKerrigan as an alternate to the LB840 Application Review Committee.
 - d) Approve the Request for Proposals for Engineering Services for Siting, Development, Permitting, & Design of a new landfill facility for the Cities of Scottsbluff and Gering, Nebraska; bids will be received by the Gering City Clerk prior to 1:00 p.m., January 23, 2018.
8. Claims:
 - a) Regular claims
9. Petitions, Communications, Public Input:
 - a) Council to receive a presentation from the League of Nebraska Municipalities President Wendell Gaston (Sidney City Council Member).
10. Bids & Awards:

- a) Council to consider awarding the bid for the community outdoor warning sirens to Action Communication in the amount of \$49,989.85.
- 11. Resolution & Ordinances:
 - a) Council to consider the revised handicap parking space Resolution.
- 12. Reports from Staff, Boards & Commissions:
 - a) Council to consider approval of the Economic Development Assistance Grant for Mitchell Care Center.
 - b) Council to receive an update on the Monument Valley Pathway project.
- 13. Public Comments: The purpose of this agenda item is to allow for public comment of items for potential discussion at a future Council Meeting. Comments brought to the Council are for information only. The Council will not take any action on the item except for referring it to staff to address or placement on a future Council Agenda. This comment period will be limited to three (3) minutes per person
- 14. Council reports (informational only):
- 15. Scottsbluff Youth Council Representative report (informational only):
- 16. Adjournment.

City of Scottsbluff, Nebraska

Tuesday, January 2, 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

Tuesday, January 2, 2018

Regular Meeting

Item Consent1

Approve the minutes of the December 18, 2017 Regular Meeting.

Staff Contact: Cindy Dickinson, City Clerk

The Scottsbluff City Council met in a regular meeting on December 18, 2017 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 December 15, 2017, 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 December 15, 2017.

Mayor Meininger presided and City Clerk Dickinson recorded the proceedings. The Pledge of Allegiance was recited. Mayor Meininger welcomed everyone in attendance and encouraged all citizens to participate in the Council meeting asking those wishing to speak to come to the microphone and state their name and 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, Mark McCarthy and Jordan Colwell. Also present was City Manager Johnson and City Attorney Kent Hadenfeldt. Absent: Raymond Gonzales, Scott Shaver.

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

Moved by Council Member McCarthy seconded by Council Member Colwell that:

1. "The minutes of the December 4, 2017, Regular Meeting be approved,"
2. "The specifications for a new refuse truck for Environmental Services be approved and authorize the City Clerk to advertise for bids to be received by Wednesday, January 10, 2018 at 10:00 a.m. MST," "YEAS", Colwell, Meininger, McCarthy, "NAYS", None. Absent: Gonzales, Shaver.

Moved by Mayor Meininger, seconded by Council Member McCarthy, "that the following claims be approved and paid as provided by law out of the respective funds designated in the list of claims dated December 18, 2017, as on file with the City Clerk and submitted to the City Council," "YEAS", Colwell, Meininger, McCarthy, "NAYS", None. Absent: Gonzales, Shaver.

CLAIMS

ACCELERATED RECEIVABLES SOLUTIONS,WAGE ATTACHMENT,40.79; ACTION COMMUNICATIONS INC.,VEH. MAIN.,616.75; ADVERTISING SPECIALTIES LLC, UNIFORMS, 126.13; AIRGAS USA, LLC,DEPT SUPPLIES,45.5; ALLO COMMUNICATIONS,LLC,LOCAL TELEPHONE CHARGES,4414.86; ANITA'S GREENSCAPING INC,BID PRKNG LTS,1261.11; ASSURITY LIFE INSURANCE CO,LIFE INS,32.95; AUTOZONE STORES, INC,EQUIP MTNC,262.01; AXON ENTERPRISE INC,CIP-TASERS,480; B & H INVESTMENTS, INC, CONTRACTUAL SVC,149.5; B&C STEEL CORPORATION,EQUIP MAINT,46.79; BLUFFS SANITARY SUPPLY INC.,DEPT SUPPL,540.91; BOUND TO STAY BOUND BOOKS,BKS.,85.2; BRUNZ MICHAEL F,MILEAGE REIMB. - JURY DUTY,26; CAPITAL BUSINESS SYSTEMS INC.,CONT. SRVCS.,320.33; CARR- TRUMBULL LUMBER CO, INC.,SUPPLIES - SKATE PARK,339.24; CELLCO PARTNERSHIP,CELL PHONES,182.52; CHILD SUPPORT,CHILD

SUPPORT,12; CITY OF GERING,DISPOSAL FEES,43281.36; COLORADO ASPHALT SERVICES, INC,1 LOAD COLD ASPHALT (PATCHING MATERIAL),3927.84; COMPUTER CONNECTION INC,RENT-MACH,44; CONSOLIDATED MANAGEMENT COMPANY,SCHOOLS & CONF,115.45; CONTRACTORS MATERIALS INC.,DEPT SUPPLIES,176.21; COPIER CONNECTION,DEPT COPIER MNTNC,141; CREDIT BUREAU OF COUNCIL BLUFFS,CONTRACT SERVICES - NOVEMBER 2017,60.5; CRESCENT ELECT. SUPPLY COMP INC, ELECT. SUPP - PHOTOCONTROL, 39.2; CYNTHIA GREEN,DEPT. SUP,76.53; D & H ELECTRONICS INC.,SUPP - POS BLOCK,90; DALE'S TIRE & RETREADING, INC.,VEHICLE MTNC,2992.9; DAS STATE ACCOUNTING-CENTRAL FINANCE,LONG DISTANCE,3.44; ENERGY LABORATORIES, INC,SAMPLES,135; ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC,EQUIP MAINT,300; FAIRBANKS SCALES INC,DEPT SUP,423.97; FAT BOYS TIRE AND AUTO,EQUIP MTNC,376; FEDERAL EXPRESS CORPORATION,POSTAGE,266.59; FLOYD'S TRUCK CENTER, INC,VEHICLE MTNC,2137.22; GALLS INC,DEPT SUPP,32.95; GENERAL ELECTRIC CAPITAL CORPORATION,DEPT. SUP,132.32; GENOWAYS NATHAN,SCHOOLS & CONF,600; GI HOSPITALITY,SCHOOLS & CONF,93; GRAY TELEVISION GROUP INC,CONTRACTUAL SVC,695; HAWKINS, INC.,CHEMICALS,3170.8; HICKOX KEVIN,CONTRACTUAL SERVICES, 57.5; HYDROTEX PARTNERS, LTD,OIL & ANTIFREEZE,2910.69; ICC CERTIFICATION SERVICES,DEPT MEMBERSHIP,135; IDEAL LAUNDRY AND CLEANERS, INC., UNIFORMS, 1111.7; INGRAM LIBRARY SERVICES INC,BKS,1391.96; INTERNAL REVENUE SERVICE, WITHHOLDINGS,63687.75; INTRALINKS, INC,CONTRACT SERVICES,2343.75; INVENTIVE WIRELESS OF NE, LLC,CONTRACTUAL,9.95; J G ELLIOTT CO.INC.,BOND - C. BURBACH,875; JOHN DEERE FINANCIAL,SUPPLIES - ICE RINK,50.96; KNOW HOW LLC,EQUIP MTNC,1607.5; KOIS BROTHERS EQUIPMENT CO INC,DEPT SUPPLIES,300; KRIZ-DAVIS COMPANY,BUILDING MTNC,71.15; LEAGUE OF NEBRASKA MUNICIPALITIES,REGIST. FEE FOR DEPUTY P.W. DIR. FOR P.W. SECTION,350; LEXISNEXIS RISK DATA MANAGEMENT, CONSULTING,100; LOGAN CONTRACTORS SUPPLY INC,SURFACE DETACK,220.98; LUCKINBILL BENJAMIN,SCHOOLS & CONF,600; M.C. SCHAFF & ASSOCIATES, INC,PROF. SERVICES 42ND ST.- AVE I TO 5TH AVE,30500; MADISON NATIONAL LIFE,LIFE INS,1889.4; MARKETING CONSULTANTS,DEPT SUPPLIES,300; MATHESON TRI-GAS INC,RENT MACHINES,48.79; MENARDS, INC,SUPPLIES - ICE RINK,1335.5; MIDLANDS NEWSPAPERS, INC,LEGAL PUBLISHING,2953.46; MILLENNIUM RESILIENT INTERNATIONAL INC, LB840, 110000; MUNICIPAL PIPE TOOL CO, LLC,CONTRACTUAL SVC,9459; MUNICIPAL SUPPLY INC. OF NEBRASKA,DEPT SUP,5723.83; MUNIMETRIX SYSTEMS CORP,IMAGESILO - NOV. 2017,39.99; NE CHILD SUPPORT PAYMENT CENTER,NE CHILD SUPPORT PYBLE,1717.43; NE DEPT OF REVENUE,INCOME TAX WITHHOLDING,29776.96; NEBRASKA FLOODPLAIN & STORMWATER MANAGERS ASSOC,MEMBERSHIPS,35; NEBRASKA INTERACTIVE, LLC, CONTRACT SERVICES - DRIVER LIC. REQ,15; NEBRASKA MACHINERY CO,EQUIP MAINT, 4835.17; NEBRASKA PUBLIC POWER DISTRICT,ELECTRIC,38599.08; NEDA,2018 ANNUAL DUES,100; NEMNICH AUTOMOTIVE,EQUIP MTNC,159; NETWORKFLEET, INC,MONTHLY GPS SERVICE,18.95; OCLC ONLINE COMPUTER LIBRARY CENTER, INC,CONT. SRVCS., 351.32; ONE CALL CONCEPTS, INC,CONTRACTUAL,45.84; PANHANDLE COOPERATIVE ASSOCIATION,OTHER FUEL,19917.41; PANHANDLE ENVIRONMENTAL SERVICES INC,SAMPLES,126; PHILLIPS DANIEL,MANUFACTURING SUMMIT EXPENSE,638; PLATTE VALLEY BANK,HEALTH SAVINGS ACCOUNT,14279.46; POSTMASTER,POSTAGE,635.56;

PRUDENT PUBLISHING CO INC,DEPT SUPPL,244.4; QUILL CORPORATION,DEPT SUPPL, 106.98; RAILROAD MANAGEMENT CO III, LLC,RENT LAND,828.94; REGIONAL CARE INC,MEDICAL EXPENSE,45627.9; REGIONAL WEST MEDICAL CENTER,2017 HEALTH FAIR LABS, 8432.05; RUSCH'S GENERAL CONTRACTING, LLC,BLDG MAINT,1514.75; S M E C,EMPLOYEE DEDUCTION,158.5; SANDBERG IMPLEMENT, INC,EQUIP MAINT,1096.89; SCB COUNTY,DEPT CNTRCL SRVCS,53; SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,225; SCOTTIES POTTIES INC,CONTRACTUAL,850; SCOTTSBLUFF BODY & PAINT, TOW SERVICE,1125; SCOTTSBLUFF POLICE OFFICERS ASSOCIATION,POLICE EE DUES,552; SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC,UNIFORMS,1024.5; SCOTTSBLUFF SENIOR CENTER,QUARTERLY SUPPORT PAYMENT, 5750; SCOTTSBLUFF/GERING CHAMBER OF COMMERCE,SUGAR FACTORY TOUR - S.LEHL,30; SHERIFF'S OFFICE,LEGAL FEES,284.16; SHERWIN WILLIAMS,EQUIP MAINT,29.8; SIMMONS OLSEN LAW FIRM, P.C.,CONTRACTUAL SERVICES,14889.79; SIMON CONTRACTORS,PRE CRUSHED GRAVEL/CONCRETE, 1133.24; SNELL SERVICES INC.,BLDG MAINT,192.8; SPENCER, KEVIN, SCHOOLS & CONF,65; STARR LEHL,TRAVEL EXPENSE,36.96; SYMBOLARTS, LLC, BADGES/UNIFORMS,496; THE ABY MANUFACTURING GROUP, INC,UNIFORMS,652.5; THE CHICAGO LUMBER COMPANY OF OMAHA INC,BUILDING MTNC,117.95; THE PEAVEY CORP,INVEST SUPPL,298; TOYOTA MOTOR CREDIT CORPORATION,HIDTA CAR LEASE, 365.69; TRANS IOWA EQUIPMENT LLC,EQUIP MTNC,199.1; TWIN CITIES DEVELOPMENT ASSOC, INC,ECENTER AGREEMENT - SEPT. 2017,2000; UNIQUE MANAGEMENT SERVICES, INC,CONT. SRVCS.,134.25; US BANK,DEPT. SUP,451.83; VAN PELT FENCING CO, INC, BUILDING MTNC,15.95; VANTAGEPOINT TRANSFER AGENTS-300793,DEF COMP,2429.23; VANTAGEPOINT TRANSFER AGENTS-705437,ROTH IRA,211; WELLS FARGO BANK, N.A., RETIREMENT,32795.24; WESTERN PATHOLOGY CONSULTANTS, INC,DOT TESTING - NOVEMBER 2017,76; WESTERN TRAVEL TERMINAL, LLC,VEH MAINT,349; WYOMING FIRST AID & SAFETY SUPPLY, LLC,FIRST AID KIT SUPPLIES,37.25; YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE,YMCA,1615; ZM LUMBER INC,EQUIP MAINT,207.88; REFUNDS: ANNA PATE 38.94; JOST LLC 78.27; STACY WILSON 15.09.

City Manager Johnson presented the October and November Financial reports, explaining that the major claims were from the annual insurance premium to the League Association of Risk Management, the chip seal bond payment, and the Broadway Water main Project. Mayor Meininger informed the public that October 1 began our new fiscal year.

Donna Thompson, West Nebraska Arts Center, explained to the Council that they are applying for special designated liquor licenses (SDL) for two opening receptions and one fund raiser. They are allowed six SDL's each year as a non-profit. They have never had problems or issues with underage patrons consuming alcohol at their events. Chief Spencer confirmed that they have never had calls regarding events at the Art Center. Moved by Council Member McCarthy, seconded by Council Member Colwell, "to approve issuance of special arts-related event wine permits for the West Nebraska Arts Center, 106 East 18th Street and special designated liquor licenses for three events on January 4, 2018; January 20, 2018; and May 3, 2018," "YEAS", Colwell, Meininger, McCarthy, "NAYS", None. Absent: Gonzales, Shaver.

City Manager Johnson presented the amended 2018 Pay Resolution which includes some position changes and additional staffing to provide a succession plan. The proposed resolution will not have an additional impact on the budget. Moved by Mayor Meininger, seconded by Council Member McCarthy, “to approve the amended 2018 Pay Resolution No. 17-12-02,” “YEAS”, Colwell, Meininger, McCarthy, “NAYS”, None. Absent: Gonzales, Shaver.

RESOLUTION NO. 17-12-02

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

1. That the following Pay Plan for officers and employees of the City of Scottsbluff, Nebraska employed in Classified Positions be approved December 18, 2017 and effective January 8, 2018

PAY SCHEDULE

HOURLY RATES (Based on 40 hour work week)

<u>Grade</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>L1</u>	<u>L2</u>
2	8.90	9.35	9.82	10.31	10.83	11.37	11.94
3	9.35	9.82	10.31	10.83	11.37	11.94	12.54
4	9.82	10.31	10.83	11.37	11.94	12.54	13.17
5	10.31	10.83	11.37	11.94	12.54	13.17	13.83
6	10.83	11.37	11.94	12.54	13.17	13.83	14.52
7	11.37	11.94	12.54	13.17	13.83	14.52	15.25
8	11.94	12.54	13.17	13.83	14.52	15.25	16.01
9	12.54	13.17	13.83	14.52	15.25	16.01	16.81
10	13.17	13.83	14.52	15.25	16.01	16.81	17.65
11	13.83	14.52	15.25	16.01	16.81	17.65	18.53
12	14.52	15.25	16.01	16.81	17.65	18.53	19.46
13	15.25	16.01	16.81	17.65	18.53	19.46	20.43
14	16.01	16.81	17.65	18.53	19.46	20.43	21.45
15	16.81	17.65	18.53	19.46	20.43	21.45	22.52
16	17.65	18.53	19.46	20.43	21.45	22.52	23.65
17	18.53	19.46	20.43	21.45	22.52	23.65	24.83
18	19.46	20.43	21.45	22.52	23.65	24.83	26.07
19	20.43	21.45	22.52	23.65	24.83	26.07	27.37
20	21.45	22.52	23.65	24.83	26.07	27.37	28.74

BI-WEEKLY RATES

18	1553.73	1631.42	1712.99	1798.64	1888.57	1983.00	2082.15
19	1631.42	1712.99	1798.64	1888.57	1983.00	2082.15	2186.26
20	1712.99	1798.64	1888.57	1983.00	2082.15	2186.26	2295.57
21	1798.64	1888.57	1983.00	2082.15	2186.26	2295.57	2410.35
22	1888.57	1983.00	2082.15	2186.26	2295.57	2410.35	2530.87
23	1983.00	2082.15	2186.26	2295.57	2410.35	2530.87	2657.41
24	2082.15	2186.26	2295.57	2410.35	2530.87	2657.41	2790.28

25	2186.26	2295.57	2410.35	2530.87	2657.41	2790.28	2929.79
26	2295.57	2410.35	2530.87	2657.41	2790.28	2929.79	3076.28
27	2410.35	2530.87	2657.41	2790.28	2929.79	3076.28	3230.09
28	2530.87	2657.41	2790.28	2929.79	3076.28	3230.09	3391.60
29	2657.41	2790.28	2929.79	3076.28	3230.09	3391.60	3561.18
30	2790.28	2929.79	3076.28	3230.09	3391.60	3561.18	3739.24
31	2929.79	3076.28	3230.09	3391.60	3561.18	3739.24	3926.20

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

HOURLY POSITIONS

<u>Grade</u>	<u>Class Titles</u>	<u>Grade</u>	<u>Class Titles</u>
7	Library Technician	15	Crew Leader
7	Waterpark Manager	16	Maintenance Mechanic
9	Building & Grounds Custodian	16	Fire Prevention Officer
9	Compliance Officer	17	Wastewater Plant Operator II
10	Library Assistant	17	Water System Operator II
11	Record Technician	17	Construction-Locator Specialist
11	Humane Officer	18	Utilities Administrative Coordinator
12	Administrative Services Assistant	18	Account Clerk - Finance
12	Administrative Records Technician	18	Admin. Assist. - Police Department
13	Account Clerk	18	Lead Maintenance Mechanic
13	Administrative Assistant	18	Cemetery Supervisor
13	Maintenance Worker	19	Stormwater Program Specialist
13	Motor Equipment Operator	20	Code Administrator I
14	Wastewater Plant Operator I	20	Deputy City Clerk
14	Water System Operator I	20	Payroll Clerk/Benefit Administrator
14	Heavy Equipment Operator		
14	Solid Waste Equip. Operator		

EXEMPT POSITIONS

Professional, Administrative and Executive

<u>Grade</u>	<u>Class Titles</u>	<u>Grade</u>	<u>Class Titles</u>
18	Librarian	26	Deputy Director of Finance
19	Recreation Supervisor	26	Deputy Director of Public Works
20	GIS Analyst	27	Director of Economic Development
22	Transportation Supervisor	27	Police Captain
22	Water System Supervisor	27	Director of Human Resources

22	Wastewater Plant Supervisor	29	Director of Public Works
	Environmental Services		
22	Supervisor	29	Fire Chief
22	Code Administrator II	30	Police Chief
23	Planning Administrator	31	Director of Finance
24	City Clerk/Risk Manager		
24	Library Director		
	Emergency Management		
24	Director		
24	Park Supervisor		

3. That the following pay schedule for officers and employees in Unclassified Positions of the city is approved September 5, 2016 and effective October 3, 2016.

<u>Position</u>	<u>Salary Minimum</u>	<u>Salary Maximum</u>
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City Manager	Established by City Council
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**Seasonal and Part-time
Hourly Rates**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
School Crossing Guard	\$9.00	\$9.50	\$10.00	\$10.20	\$10.40	\$10.60	\$10.80
Library Page	\$9.00	\$9.50	\$10.00	\$10.20	\$10.40	\$10.60	\$10.80
Laborer	\$9.00	\$9.50	\$10.00	\$10.20	\$10.40	\$10.60	\$10.80
Field Mntc. Groundskeeper	\$9.40	\$9.90	\$10.40	\$10.60	\$10.80	\$11.00	\$11.20

Waterpark Aide	\$9.00	\$9.50	\$10.00	\$10.20	\$10.40	\$10.60	\$10.80
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*Lifeguard	\$9.00	\$9.50	\$10.00	\$10.20	\$10.40	\$10.60	\$10.80

*Lifeguard with Nebraska Certified Pool Operator's License & assigned to the maintenance of the waterpark facility will receive an additional 30 cents per hour.

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

4. The Pay Schedule for the position of Firefighters and Fire Captains working a 56 hour week shall be the schedule approved in a Resolution adopted by the Mayor and City Council on August 7, 2017 and effective October 2, 2017.

<u>Class Title</u>	<u>Hourly Pay Schedule (56 hour week)</u>						
	1	2	3	4	5	6	7
Firefighter	13.95	14.65	15.38	16.15	16.96	17.81	18.70
Fire Captain	18.07	18.97	19.92	20.92	21.97	23.07	24.22

5. That the Pay Schedule for the position of Patrol Officer, Corporal and Police Sergeant shall be the Schedule approved in a resolution approved by the Mayor and City Council on August 7, 2017 to be effective October 2, 2017.

<u>Class Title</u>	<u>Hourly Pay Schedule</u>						
	1	2	3	4	5	6	7
Patrol Officer	19.30	20.27	21.28	22.34	23.46	24.63	25.86
Police Corporal	20.91	21.96	23.06	24.21	25.42	26.69	28.03
Police Sergeant	23.06	24.21	25.42	26.69	28.03	29.43	30.90

6. Resolution No. 17-08-02 and all other resolutions in conflict with this resolution are repealed.

Passed and approved this 18th day of December, 2017.

Mayor

ATTEST:

City Clerk

Mr. Johnson presented the agreement with Johnsen Corrosion to service our five water towers. This maintenance program is required by state regulations. The three-year renewal contract of \$11,056.00 is the same as previous years. Mayor Meininger added that we cooperate with other communities in the area, which provides a decrease in the cost. Public Works Director Bohl added that they will schedule the painting of the water towers to coordinate with the cleaning. Moved by Council Member Colwell, seconded by Council Member McCarthy, "to approve the renewal of an Agreement with Johnsen Corrosion Engineering for continuing our existing Water Tower Corrosion Control Service Program and authorize the Mayor to execute the agreement," "YEAS", Colwell, Meininger, McCarthy, "NAYS", None. Absent: Gonzales, Shaver.

Mr. Johnson presented the Economic Development Assistance Grant for Vista Beam, clarifying that the application includes a \$100,000.00 grant and a \$50,000.00 loan. Mr. Matt Larsen, owner of Inventive Wireless / Vista Beam of Nebraska, informed the Council that they are the largest wireless broadband in the area. This grant would help them grow to 27 employees, which is three times what they were 4 – 5 years ago. They have had several LB 840 grants, and met all terms and continue to build their service in

Colorado, Wyoming and Nebraska. All jobs provide benefits as required in the grant. Council Member McCarthy asked how our area compares to others regarding wireless service. Mr. Larsen responded that we have better services than much of the country, with many wireless choices and wide spread fiber optics, including work by Action Communications and Allo. Mayor Meininger commended Mr. Larsen on submitting his LB840 grant applications, as the intent of the program is to grow businesses, as he has done over the years. Moved by Mayor Meininger, seconded by Council Member McCarthy, "to approve the LB840 Economic Development Assistance grant for Inventive Wireless / Vista Beam," "YEAS", Colwell, Meininger, McCarthy, "NAYS", None. Absent: Gonzales, Shaver.

Mr. Johnson explained that one of his goals is to work on the ISO rating for property owners in the City of Scottsbluff. He provided information regarding an opportunity to apply for a Public Safety Training Facility grant. There are several public and private providers for this type of a facility. There is Assistance to Firefighters Grant opportunity with NEMA through FEMA; the application process should be opening in the next few days. Mr. Johnson would like Council input to see if there is interest in applying for this type of facility. The system similar to the one in Grand Island is approximately \$656,000.00 and requires a 10% match from the City. We have \$70,000.00 budgeted for these matching funds if the Council wants to pursue the application.

Mayor Meininger asked what the rating would be to expand our ISO benefit. Mr. Johnson commented that our current rating is ISO 3. With this type of training facility, we could possibly be rated ISO 2, of which the potential offset of savings would be very significant, especially for large properties.

Mr. Johnson said the goal is to partnership with neighboring communities and create a regional educational facility, possibly at Western Nebraska Community College for all communities to use for training. Mayor Meininger added that there is an additional spin-off of holding regional training in our community, which benefits the economy of the area. Mr. Johnson also talked about the importance of having Firefighter I and Firefighter II training for recruiting for our Fire Department. This type of training facility would also benefit Emergency Medical Services and the Police Department. This facility would complement the existing facility located in Gering. Moved by Mayor Meininger, seconded by Council Member Colwell, "to pursue the application for a Public Safety Training Facility grant from the Nebraska Emergency Management Agency," "YEAS", Colwell, Meininger, McCarthy, "NAYS", None. Absent: Gonzales, Shaver.

City Manager Johnson discussed the recent issues regarding the League of Nebraska Municipalities (LONM) and the League Association of Risk Managers (LARM), beginning with a brief history of our relationship with LARM, since approving an Inter-local Agreement in 2003. In 2013, the By Laws were amended with the Executive Director centralization of the administrative responsibility of all affairs of LARM that are under the direction of the League Executive Director, Lynn Rex and the LARM Board.

LARM held a Board meeting on September 27, 2017, of which the City of Scottsbluff was not aware of until a few weeks ago. Some of the actions taken at that meeting were potential violations of the Inter-local Agreement and could potentially put the City of Scottsbluff at risk of not having insurance.

Some of the items voted on during this meeting were to designate LARM as a separate non-profit; establish LARM as the trade name; determine the Inter-local as a nullity; establish new sponsorship agreement with LONM; negotiate 2% decrease between LARM and the LONM; establish the LARM Board as the Administrator; rewrite the By Laws; and draft a written lease for the office space (the Inter-local identifies the location of the LARM office).

Mr. Johnson informed the Council that we originally joined LARM because of problems getting insurance and availability of the re-insurance carrier. The League of Nebraska Municipalities provides the re-insurance through our affiliation with the League. If LARM is no longer associated with LONM, this may jeopardize our ability to retain our re-insurance, which is a big concern.

At a recent LARM meeting, public comments from member cities were not accepted. We had sent a letter to LARM expressing our concerns as the largest city in the insurance pool, asking that it be included in the minutes. The LARM Board did not read the letter into the minutes; however, they acknowledged receipt of the letter. Mr. Johnson voiced his concern that one of the main advantages of being a member of LARM, is access to re-insurance.

Mayor Meininger expressed his concern over the 5 - 7 vacancies on the LARM Board, of which the Council has not been included in the process of filling these positions. Mr. Johnson's opinion of why we have not been asked to serve on this board is because we are the largest community in the insurance pool. Recently the LARM Board has not solicited Board Members from the entire membership.

City Attorney Kent Hadenfeldt informed the Council that we shouldn't take a position now, as the attorneys are involved and are currently talking about negotiating between LARM and LONM. The relationship is strained between the directors of LARM and LONM. This may not be the right time to take a position. Mayor Meininger voiced his concern about making sure that the City of Scottsbluff is protected, the taxpayer's money spent to provide insurance to the City of Scottsbluff is being managed properly, and we have a voice.

Mr. Johnson informed the Council that the premium to LARM was recently paid, and we signed a multi-year agreement, which concerns him if the Inter-local agreement is nullified.

City Attorney Hadenfeldt informed the Council that if we have to withdraw, there are notices that need to be filed. The National League of Cities requires an Inter-local between LARM and LONM to get the reinsurance. Mayor Meininger noted that it appears LARM has not been transparent. Council Member Colwell asked if there was LARM representation in Western Nebraska. Mr. Johnson informed him that Lane Danielzuk, Gering City Manager, is a Board Member, and has voted in favor of separating from LONM.

The Council directed City Manager Johnson to get more information and more facts regarding the relationship between the League of Nebraska Municipalities (LONM) and the League Association of Risk Managers (LARM) and report back to the Council.

At 6:35 p.m. Mayor Meininger moved, Council Member Colwell seconded, "to adjourn to closed session to protect the public interest for the purpose of discussing and developing strategy on the potential purchase of property for the purpose of developing a landfill site with the City of Gering," "YEAS", Colwell, Meininger, McCarthy, "NAYS", None. Absent: Gonzales, Shaver.

Mayor Meininger stated that the City Council is adjourning to closed session to protect the public interest for the purpose of discussing and developing strategy on the potential purchase of property for the purpose of developing a landfill site with the City of Gering.

At 6:55 p.m., Mayor Meininger moved, Council Member McCarthy seconded, "to reconvene out of closed session into regular session," "YEAS", Colwell, Meininger, McCarthy, "NAYS", None. Absent: Gonzales, Shaver.

Moved by Mayor Meininger, seconded by Council Member Colwell, "to continue to work with the City of Gering as equal partners in the potential purchase of property for the purpose of developing a landfill site," "YEAS", Colwell, Meininger, McCarthy, "NAYS", None. Absent: Gonzales, Shaver.

Under Council Reports, Mayor Meininger recognized the work of Council Member Colwell and Starr Lehl in helping get the bid for the National Balloon Race, which will be in our area for three years. This will have a significant economic impact in our area. Mayor Meininger thanked the City staff for the work they have done this past year and wished everyone a Happy Holiday.

Moved by Council Member McCarthy, seconded by Council Member Colwell, "to adjourn the meeting at 6:58 p.m.," "YEAS", Colwell, Meininger, McCarthy, "NAYS", None. Absent: Gonzales, Shaver.

Mayor

Attest:

City Clerk
"SEAL"

City of Scottsbluff, Nebraska

Tuesday, January 2, 2018

Regular Meeting

Item Consent2

Approve the absence of Council Members Raymond Gonzales and Scott Shaver from the December 18, 2017 Regular Meeting.

Staff Contact: Cindy Dickinson, City Clerk

City of Scottsbluff, Nebraska

Tuesday, January 2, 2018

Regular Meeting

Item Consent3

Council to approve the appointment of Jeanne McKerrigan as an alternate to the LB840 Application Review Committee.

Staff Contact: Starr Lehl, Economic Development Director

City of Scottsbluff, Nebraska

Tuesday, January 2, 2018

Regular Meeting

Item Consent4

Approve the Request for Proposals for Engineering Services for Siting, Development, Permitting, & Design of a new landfill facility for the Cities of Scottsbluff and Gering, Nebraska; bids will be received by the Gering City Clerk prior to 1:00 p.m., January 23, 2018.

Staff Contact: Nathan Johnson, City Manager

**REQUEST FOR QUALIFICATIONS/PROPOSALS
FOR**

***SITING, DEVELOPMENT, PERMITTING, &
DESIGN OF A NEW LANDFILL FACILITY
FOR***

THE CITIES OF SCOTTSBLUFF AND GERING, NEBRASKA



Prepared by:
City of Gering, Nebraska
1025 P Street
Gering, Nebraska 69341

PUBLIC NOTICE

REQUEST FOR QUALIFICATIONS AND PROPOSALS

The Cities of Scottsbluff and Gering, Nebraska are seeking submission of proposals from qualified Professional Engineering firms for assistance with the following project: "Siting, Development, Permitting, and Design of a New Landfill Facility". Professional Services for the RFQ/RFP will include working with City Staff, Community, NDEQ, and other jurisdictions to prepare for a new alternate site for the Municipal Solid Waste (MSW) Landfill and con-current C&D Site.

Detailed information for this request for qualifications/proposals may be obtained from the Office of the City Clerk, 1025 P Street Gering, Nebraska 69341, or by contacting the City Clerk at 308-436-6812 or e-mail: kwelfl@gering.org. Questions regarding the RFQ/RFP can be directed to Annie Folck, City Planner, City of Gering at (308) 436-5096.

One (1) signed original and six (6) copies of the proposal must be received **no later than 1:00 P.M., Tuesday, January 23, 2018,** at the Office of the City Clerk, 1025 P Street Gering, Nebraska 69341. Mailed proposals should be addressed to the City Clerk, P.O. Box 687, Gering, NE 69341. Packets should be submitted in a sealed envelope addressed to the City of Gering and clearly marked "Proposal for The Cities of Scottsbluff and Gering –Siting, Development, Permitting, and Design of a New Landfill Facility."

Proposals shall remain firm for a period of sixty (60) days after proposal due date. The City of Gering reserves the right to refuse any or all proposals and to select the proposal deemed to be in the City's best interest, at its sole discretion.

Kathleen J. Welfl, City Clerk

City of Gering, Nebraska

Publish 3T: January 6, 2018
January 13, 2018
January 20, 2018

REQUEST FOR QUALIFICATIONS/PROPOSALS

The Cities of Scottsbluff and Gering, Nebraska are requesting Qualifications/Proposals to be set forth in written format for the following:

Professional Services for the Siting, Development, Permitting and Design of a New Landfill Facility

A closed committee will evaluate the qualifications. The Cities of Scottsbluff and Gering reserve the right to reject any or all qualifications and to waive any informalities or technicalities.

1. QUALIFICATION STATEMENT

Firms are invited to submit a Qualification Statement that presents its experience, personnel, and references related to the siting, development, permitting, and design of landfill facilities. Qualification Statements shall include:

- A. A Letter of Interest to display a clear understanding of this RFQ/RFP including the project parameters. Include a positive commitment to complete the work with an estimated time period to meet permitting approval with NDEQ, and explain why the respondent should be selected in no more than three pages. Address and contact information for each party in a proposed joint venture should be included.
- B. The firm's specialized landfill development and design experience and technical competence along with at least five (5) landfill development and/or design projects that have been completed within the past ten (10) years.
- C. The firm's key personnel it would propose to undertake the technical and management duties for siting, developing, permitting, and designing a new landfill facility, keeping in mind that the Cities expect the key personnel listed in the Qualification Statement would remain responsible throughout the period of the project. No diversion or replacement would be acceptable without the written approval of the Cities.
- D. At least five (5) relevant previously completed or ongoing projects where the firm has provided siting, development, permitting, and/or design services for a landfill facility. These project descriptions must include the client name and designated contact along with the contact's title, telephone number, and email address. The Cities reserve the right to contact any and all clients as listed in these project descriptions.
- E. Qualification Statements shall be limited to no more than 25 pages total, which excludes the front cover, back cover, table of contents, and dividers. Longer resumes of proposed staff may be included in an appendix to the Qualification Statement.
- F. In a separate, sealed envelope, respondents must provide costs for the project listed under the Request for Proposal Data below.

2. **ORGANIZATION OF MATERIALS**

Submitted Qualification Statements must be organized in the following manner:

- A. General Information
- B. Key Personnel
- C. Firm's Experience

3. **GENERAL INFORMATION**

The following general information shall be included:

- A. The firm's name, address, telephone number, website address.
- B. Date firm was established and type of entity (i.e., corporation, sole proprietorship, Limited Liability Company, etc.).
- C. Firm's Certificate of Authority number as issued by the State of Nebraska Board of Engineers and Architects along with the certificate's expiration date.
- D. The technical discipline, certifications, and certification numbers for the firm's proposed Project Manager.

4. **KEY PERSONNEL**

The firm shall identify key personnel and any sub-consultants it would use to assist with the siting, developing, permitting, and designing a new landfill facility. Proposed sub-consultant's name, address, telephone number, and specialty shall be indicated.

In addition, firms shall include:

- A. A list of its key personnel and their titles along with a listing of directly relevant projects for each key member that includes the client name, a brief project description, key member's role in project, and project completion date.
- B. Brief resumes for each key member as listed in (A) above that include the key member's educational background, technical discipline, applicable Nebraska certifications and numbers, years of professional experience, and any unique knowledge relevant to a landfill development project.

5. **FIRM'S EXPERIENCE**

Qualification Statements shall include at least five (5) project descriptions for landfill development projects the firm has completed within the past ten (10) years.

Each project description shall include the client’s name and designated contact along with the contact’s title, telephone number, and email address along with the year(s) services provided, construction costs (if applicable), and a narrative description of project. The City reserves the right to contact any and/or all of the clients the firm includes for these project descriptions.

Provide examples of the Project Manager's government agency experience within the past ten (10) years that serve to demonstrate firm’s knowledge of and performance on contracts with local government agencies. Also provide experience with State and Federal Regulatory Agencies on permitting and approvals.

6. SELECTION/EVALUATION CRITERIA

The above requirements will be evaluated and scored based upon the following criteria and relative importance as applied by the Evaluation Committee to the material submitted in the firm’s Qualification Statement:

	<u>Evaluation Criteria</u>	<u>Maximum Points</u>
1.	Overall Quality/Qualification Statement/Firms understanding of the RFQ/RFP	15
2.	Qualifications of Key Personnel	30
3.	Experience and Competence of Firm(s)	30
4.	Qualifications as Demonstrated in Past Projects	25
	Maximum Total Points	100

The Evaluation Committee’s objective is to select the highest qualified firm for the services to be rendered, at a compensation determined as fair and reasonable to the Cities. To accomplish this objective, respondents will be evaluated on the following basis:

CAPACITY AND CAPABILITY

Selected firm must be capable and proficient in providing the following technical services:

- Complete Facility Siting Capabilities
- Facility Permitting Services
- Facility Development Design Services
- Construction Oversight Services
- Documented Experience in Solid Waste Services
- Preparing work schedule in MS Project
- Organizational Chart with key personnel

Before assigning final scores the Cities may, at its discretion, schedule face-to-face interviews or video conferences with each respondent. Each member of the Committee will then assign up to the maximum points noted above to each criterion based on the respondent's submittals and any

other information obtained through interviews and/or telephone conferences. Respondents will be ranked according to their total cumulative points.

Following the completion of the evaluation and the determination of a top-ranked firm, the Cities will open the project costs from all proposals. If the project costs are deemed acceptable, the Cities will enter into contract with the top-ranked firm. If the project costs are significantly higher than the anticipated project costs and/or significantly higher than other proposals, the Cities may negotiate with the top-ranked firm. If a mutually satisfactory agreement cannot be negotiated with the top-ranked firm, said firm will be asked to document a final offer in writing before terminating negotiations. Negotiations will then be initiated with the second-ranked firm, and so forth, until a contract has been negotiated with a qualified consultant, or halted at the discretion of the Cities.

The Cities reserve the right to reject any and all applicants if the requirements as set forth herein are not met or if the Cities deem a respondent unqualified on the basis of the overall analysis of the criteria outlined above.

7. GENERAL PROVISIONS

The procurement process is subject to applicable provisions of federal, state and local laws and ordinances.

- A. The Cities will not be liable for any costs incurred in preparing, submitting or presenting a respondent's submittals or any associated travel costs.
- B. Discussions may be conducted with respondents submitting acceptable proposals; consultant selection may be made without any discussion.
- C. The Cities reserve the right to postpone the opening and/or review of respondent submittals for cause or convenience. The Cities also reserve the right to reject any and all proposals, in whole or in part, and to waive any informality therein.
- D. If only one qualified firm responds by the due date, the Cities, at their own discretion, may enter into contract negotiations with that firm.

8. CONSULTANT AGREEMENT

The selected consultant will enter into an agreement with the Cities to provide services for siting and 'Master Planning' a new facility for MSW and C&D (minimum 50 year landfill and C&D life) including but not limited to site investigations, design of waste cells and containment systems, site access and final permitting for the initial cell development meeting NDEQ requirements and all other state and local standards.

9. TIME FRAME

Work is scheduled to begin within 30 days of selection with completion dates for successful permitting and final construction design of the first cell per the schedule supplied by the selected firm not to exceed January 31, 2023.

10. CLARIFICATION OF SPECIFICATIONS

Requests for clarification of any items, requirements or specifications contained in this RFQ/RFP must be received in writing at the City offices **no later than January 18, 2018. Please fax, email or deliver all RFQ/RFP clarification requests to:**

City of Gering
C/o Annie Folck, Planner
1025 P Street
Gering, NE 69341
Phone: (308)-436-5096
Fax: (308) 436-6899
Email: afolck@gering.org

11. RESPONDENT SUBMITTALS

To be considered, one (1) original (not bound) and six (6) copies of the required submittals must be received at the City of Gering Administrative Office, 1025 'P' Street Gering, NE 69341 by **1:00 P.M., Tuesday, January 23, 2018.** The Cities shall review the documents that include each respondent's letter of interest, qualifications and required certifications and assurances.

Respondent submittals should be securely sealed in one or more parcels and clearly marked "Siting, Development, Permitting, and Design of a New Landfill Facility for the Cities of Scottsbluff and Gering NE."

Respondent submissions not in compliance with the instructions contained in this section and/or not containing the information requested may be declared "non-responsive" and disqualified from consideration.

12. MISCELLANEOUS PROVISIONS

Proposals received after the due date and time will not be considered. Modifications received after the due date will not be considered. No responsibility will be attached to the City for the premature opening of a package not properly addressed and identified, and/or delivered to the wrong office. The Cities may reject any and all proposals and reserves the right to waive any technicalities, irregularities, or informalities in any proposals or in the proposed procedure.

Owner's Representative. It is understood that the Cities will designate an Owner's Representative to provide oversight and administration during the performance of the professional services covered by any contract that is awarded.

RFP – REQUEST FOR PROPOSAL DATA

Project Proposal: Respondents must provide a project proposal, which is in accordance with the information provided in this RFQ/RFP. Respondent proposals must include the following elements:

Siting, Development, Permitting, and Design of a New Landfill

Step 1: Site Assessment/Investigation

Step 2: Permit Development

Step 3: Final Design and Construction

1. STEP 1: SITE ASSESSMENT/INVESTIGATION

Step 1 involves landfill site assessment. There are ten (10) tasks involved which include surveying, geotechnical investigations, and specific studies that are pertinent and required to meet NDEQ regulations.

Task 1 – Preliminary Geotechnical Investigations: Investigations and studies shall be performed to determine whether the site selected by the City meets all Federal, State, and Local permitting requirements specifically NDEQ and Scotts Bluff County for a new Municipal Solid Waste (MSW) Landfill and Construction and Demolition (C&D) site. In the event the site does not meet said requirements the firm would assist the City to locate a suitable site meeting NDEQ and County permitting requirements.

Task 2 - Site Survey: The surveying work will include detailed topography using GPS of the entire site to obtain a base map and topographic maps to be utilized for the project meeting NDEQ mapping requirements. Mapping shall include survey control with all monumentation and reference points with Northing and Easting labeled and shown on the maps. The contours of the map will have an accuracy of ± 0.4 feet. The topographical survey will be tied to the Nebraska State Plane Coordinate System and the survey and design information will be prepared for the City in dwg format for use with AutoCAD Civil 3D.

Task 3 - Geotechnical Work: Investigations will be performed to determine: (1) the hydrogeological setting and characteristics of the site; (2) a review of the characterization of the vadose zone (if applicable) and documentation meeting NDEQ locational and design permitting criteria to operate a MSW landfill and C&D site; and (3) a liner and cover alternative analysis. These studies will be conducted to meet the NDEQ permitting requirements and to establish a complete data base for the landfill design.

Task 4 - Surface Drainage Analysis: This analysis will evaluate both existing and final drainage conditions for the landfill site and access road(s) and will meet and/or exceed all NDEQ requirements.

Task 5 - Archaeological Survey and Threatened and Endangered Species: Perform an environmental review per NDEQ requirements to meet permitting requirements for a MSW landfill and C&D site. This will include a threatened and endangered species survey of the proposed landfill site. Conduct an initial background search on information on state and federally listed species and critical habitats that may occur in Scotts Bluff County. A pedestrian survey to map vegetative types, determine the presence or absence of critical habitat suitable for listed species, and to verify - as accurately as possible - the presence or absence of any listed flora or fauna will be performed to address the regulatory concerns of NDEQ.

Task 6 - Seismic Impact Zones: Seismic documentation per Title 132, Chapter 3, 002.09 at the site will be performed to meet NDEQ requirements.

Task 7 - Preliminary Conceptual Design: Engineer will prepare a preliminary design for the site. This design will identify the parameters of the site and the requirements for the facility design. The preliminary design will identify building locations, fence lines, cell geometry, storm water channels, borrow sources, utilities, access roads, liner requirements, and all other ancillary facilities necessary for the development of the landfill for a minimum landfill design life of 75 years.

Task 8 - Preliminary Cost Estimate: Engineer will prepare a preliminary cost estimate. This estimate, based on the preliminary conceptual design, will involve developing a takeoff sheet to identify all items necessary to perform the surveying, siting, hydrogeological studies, permitting, and design/layout of cells. This estimate shall also include the design and permitting approval process of Cell 1 as shown on the Preliminary Conceptual Design (Task 7). This cost estimate will be utilized to identify potential problems, further refine the potential level of funding required, further refine specific requirements for the site, establish if funds are available, and identify additional items that may be added to the project.

Task 9 – Preliminary Schedule using MS Project with Gantt Chart: Preliminary siting and permitting schedule showing all activities required to obtain approvals through initial landfill site selection, surveying, mapping, hydrogeological studies, installation of required monitoring wells, testing, reports, meetings including public informational meetings, and other pertinent elements required for a new MSWL. This schedule shall also include testing activities and design timeline necessary to obtain design approval/construction acceptance for Cell 1. This schedule will be utilized to identify critical paths during the siting and permitting phase and identify additional items that may be added to enable permitting.

Task 10 - Meetings: Meetings with the Owner, Community, and others will be critical throughout the project. These meetings will be both formal and informal and will involve transmitting information and, most importantly, addressing concerns and issues that may have arisen during the step/tasks associated with the project.

2. STEP 2: PERMIT APPLICATION DEVELOPMENT

This step involves developing the permit application for the Municipal Solid Waste Landfill including con-current C&D Permitting (all tasks). There are eight (8) tasks in this step. At the completion of this step, the landfill permit application will be submitted to NDEQ and the public hearing process completed.

Task 1 - Permit Drawings: Engineer will prepare permit design drawings for the landfill to be used in the permit application and for the final design. This design will be based on the results established and a minimum 50-year landfill permit life.

Task 2 – Modeling and Analysis: Engineer will perform the modeling and analyses necessary to meet the requirements of NDEQ as related to groundwater protection and landfill liner design.

Task 3 – Groundwater and Gas Monitoring Plans: Engineer will develop groundwater and gas monitoring plans per NDEQ requirements.

Task 4 - Closure Plan: Engineer will prepare a Closure/Post-Closure Plan for the landfill area in accordance with the latest NDEQ Solid Waste Management Regulations. Engineer will prepare financial assurance estimates for closure and post-closure assessments. Engineer will assist in determining funding mechanisms to be used for financial assurance.

Task 5 - Operations Plan: The operations plan will be developed to address specific requirements of NDEQ and it will be organized and prepared to be included in the NDEQ permit application.

Task 6 - Assemble Permit Application Documents: All of the pertinent documents will be assembled into the permit application. The permit application will be prepared in accordance with the latest Nebraska Solid Waste Management Regulatory requirements.

Task 7 - Public Hearings: Engineer will prepare for and conduct public hearings for the landfill permit. Engineer will include the Owner in all activities relating to required public hearings. Engineer will interact with NDEQ to identify the level of effort as related to the public hearings meeting NDEQ 13-1706 Public Hearing Processes.

Task 8 - Meetings: Meetings with the Owner, Community, and others will be critical throughout the project. These meetings will be both formal and informal and will involve transmitting information and, most importantly, addressing concerns and issues that may have arisen during this step in the project.

3. STEP 3 FINAL DESIGN AND CONSTRUCTION

Step 3 will involve four (4) tasks. These tasks address the final design and construction of the municipal solid waste landfill. These tasks are prepared to be completed in series and will be implemented at the direction of the Owner.

Task 1- Final Design: Once the permit application is accepted by NDEQ and the Owner gives its Notice to Proceed, Engineer will commence the final design process. Based on all previous work completed, Engineer will prepare final bidding documents, final drawings, and technical specifications. The drawings will include the complete MSWL and C&D site including structures and access' and all other work related to the construction of the first cell of the landfill.

Task 2 - Final Cost Estimate: Engineer will prepare a final cost estimate. This estimate will be based on the final design.

Task 3 - Construction Bidding Services: Engineer will provide complete bidding services. These services include preparing the bid advertisement, chairing the pre-bid conference, responding to contractor questions, preparing addenda, evaluating the bid submittal, and providing a recommendation of award.

Task 4 - Construction Inspection Services: Engineer will provide construction inspection services the Owner may require for the construction of the first landfill cell meeting the CQA Plan. At a minimum, Engineer will be involved with the oversight of the installation including but not limited to: (1) the subgrade for the liner; (2) the liner; (3) the liner protection system; (4) inspection of the construction of the road work; (5) drainage system; (6) buildings; (7) and other ancillary facilities. Engineer shall establish an inspection procedure program to assist in the inspection process. All NDEQ requirements will be satisfied and the facility will meet all necessary regulations. Engineer shall provide all inspection services including testing, monitoring, and installation review.

4. STEP 4 PROJECT SCHEDULE

The project schedule shall be completed using MS Project with Gantt Chart Layout and reflect the steps and tasks presented in the Scope of Work.

City of Scottsbluff, Nebraska

Tuesday, January 2, 2018

Regular Meeting

Item Claims1

Regular claims

Staff Contact: Liz Hilyard, Finance Director



Expense Approval Report

By Vendor Name

Post Dates 12/19/2017 - 01/02/2018

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 09829 - 200 SOUTH LINCOLN HOTEL LLC					
Fund: 111 - GENERAL					
Hotel room	SCHOOL & CONFERENCE				472.00
				Fund 111 - GENERAL Total:	472.00
				Vendor 09829 - 200 SOUTH LINCOLN HOTEL LLC Total:	472.00
Vendor: 09857 - 308 EMBROIDERY					
Fund: 111 - GENERAL					
UNIFORMS	UNIFORMS & CLOTHING				87.44
				Fund 111 - GENERAL Total:	87.44
				Vendor 09857 - 308 EMBROIDERY Total:	87.44
Vendor: 00460 - ACCELERATED RECEIVABLES SOLUTIONS					
Fund: 713 - CASH & INVESTMENT POOL					
WAGE ATTACHMENT	WAGE ATTACHMENT EE PAY				7.73
				Fund 713 - CASH & INVESTMENT POOL Total:	7.73
				Vendor 00460 - ACCELERATED RECEIVABLES SOLUTIONS Total:	7.73
Vendor: 03711 - AMAZON.COM HEADQUARTERS					
Fund: 111 - GENERAL					
Misc.	DEPARTMENT SUPPLIES				45.63
Misc.	JANITORIAL SUPPLIES				38.52
Misc.	AUDIOVISUAL SUPPLIES				248.81
Misc.	BOOKS				324.49
				Fund 111 - GENERAL Total:	657.45
				Vendor 03711 - AMAZON.COM HEADQUARTERS Total:	657.45
Vendor: 01986 - AULICK LEASING CORP					
Fund: 111 - GENERAL					
GROUND MAINT	GROUNDS MAINTENANCE				469.88
GROUND MAINT	GROUNDS MAINTENANCE				434.44
GROUND MAINT	GROUNDS MAINTENANCE				461.63
				Fund 111 - GENERAL Total:	1,365.95
				Vendor 01986 - AULICK LEASING CORP Total:	1,365.95
Vendor: 04575 - AUTOZONE STORES, INC					
Fund: 725 - CENTRAL GARAGE					
equip mtn	EQUIPMENT MAINTENANCE				131.64
equip mtn	EQUIPMENT MAINTENANCE				59.82
equip mtn	EQUIPMENT MAINTENANCE				56.68
equip mtn	EQUIPMENT MAINTENANCE				127.50
				Fund 725 - CENTRAL GARAGE Total:	375.64
				Vendor 04575 - AUTOZONE STORES, INC Total:	375.64
Vendor: 00295 - B & H INVESTMENTS, INC					
Fund: 111 - GENERAL					
Dep. sup.	DEPARTMENT SUPPLIES				40.50
				Fund 111 - GENERAL Total:	40.50
				Vendor 00295 - B & H INVESTMENTS, INC Total:	40.50
Vendor: 00538 - BARCO MUNICIPAL PRODUCTS INC					
Fund: 212 - TRANSPORTATION					
STOP SIGN FACES	DEPARTMENT SUPPLIES				726.60
				Fund 212 - TRANSPORTATION Total:	726.60
				Vendor 00538 - BARCO MUNICIPAL PRODUCTS INC Total:	726.60

Expense Approval Report

Post Dates: 12/19/2017 - 01/02/2018

Description (Payable)	Account Name	(None)	(None)	(None)	Amount	
Vendor: 04105 - BEST BOOKS INC						
Fund: 111 - GENERAL						
Bks.	BOOKS				78.13	
					Fund 111 - GENERAL Total:	78.13
					Vendor 04105 - BEST BOOKS INC Total:	78.13
Vendor: 09716 - BLACK HILLS GAS DISTRIBUTION LLC						
Fund: 111 - GENERAL						
Monthly Energy Bill	HEATING FUEL				383.13	
Monthly Energy Bill	HEATING FUEL				185.52	
Monthly Energy Bill	HEATING FUEL				112.15	
Monthly Energy Bill	HEATING FUEL				185.52	
Monthly Energy Bill	HEATING FUEL				333.60	
Monthly Energy Bill	HEATING FUEL				283.91	
Monthly Energy Bill	HEATING FUEL				128.45	
					Fund 111 - GENERAL Total:	1,612.28
Fund: 212 - TRANSPORTATION						
Monthly Energy Bill	HEATING FUEL				1,253.37	
					Fund 212 - TRANSPORTATION Total:	1,253.37
Fund: 621 - ENVIRONMENTAL SERVICES						
Monthly Energy Bill	HEATING FUEL				285.93	
					Fund 621 - ENVIRONMENTAL SERVICES Total:	285.93
Fund: 641 - WATER						
Monthly Energy Bill	HEATING FUEL				136.83	
					Fund 641 - WATER Total:	136.83
Fund: 725 - CENTRAL GARAGE						
Monthly Energy Bill	HEATING FUEL				211.89	
					Fund 725 - CENTRAL GARAGE Total:	211.89
					Vendor 09716 - BLACK HILLS GAS DISTRIBUTION LLC Total:	3,500.30
Vendor: 00405 - BLUFFS SANITARY SUPPLY INC.						
Fund: 111 - GENERAL						
Jan. sup.	JANITORIAL SUPPLIES				61.25	
Jan. sup.	JANITORIAL SUPPLIES				71.95	
					Fund 111 - GENERAL Total:	133.20
					Vendor 00405 - BLUFFS SANITARY SUPPLY INC. Total:	133.20
Vendor: 07911 - CELLCO PARTNERSHIP						
Fund: 111 - GENERAL						
CELL PHONES	TELEPHONE				309.37	
					Fund 111 - GENERAL Total:	309.37
					Vendor 07911 - CELLCO PARTNERSHIP Total:	309.37
Vendor: 09736 - CHILD SUPPORT						
Fund: 713 - CASH & INVESTMENT POOL						
CHILD SUPPORT	CHILD SUPPORT EE PAY				12.00	
					Fund 713 - CASH & INVESTMENT POOL Total:	12.00
					Vendor 09736 - CHILD SUPPORT Total:	12.00
Vendor: 02396 - CITIBANK N.A.						
Fund: 111 - GENERAL						
DEPT SUPP	DEPARTMENT SUPPLIES				265.73	
					Fund 111 - GENERAL Total:	265.73
Fund: 212 - TRANSPORTATION						
SUPP - CARPET MATS	DEPARTMENT SUPPLIES				115.26	
SUPP - WRITING PAD	DEPARTMENT SUPPLIES				35.67	
SUPP - CARTRIDGES, PAPER	DEPARTMENT SUPPLIES				183.95	
					Fund 212 - TRANSPORTATION Total:	334.88

Expense Approval Report

Post Dates: 12/19/2017 - 01/02/2018

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 213 - CEMETERY					
DEPT SUPP	DEPARTMENT SUPPLIES				63.94
					Fund 213 - CEMETERY Total:
					63.94
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				77.48
dept supplies	DEPARTMENT SUPPLIES				-37.39
					Fund 621 - ENVIRONMENTAL SERVICES Total:
					40.09
Fund: 631 - WASTEWATER					
DEPT SUPP	DEPARTMENT SUPPLIES				36.99
					Fund 631 - WASTEWATER Total:
					36.99
					Vendor 02396 - CITIBANK N.A. Total:
					741.63
Vendor: 00484 - CITY OF GERING					
Fund: 111 - GENERAL					
GROUND MAINT	GROUNDS MAINTENANCE				46.32
					Fund 111 - GENERAL Total:
					46.32
					Vendor 00484 - CITY OF GERING Total:
					46.32
Vendor: 03010 - COLONIAL LIFE & ACCIDENT INSURANCE COMPANY					
Fund: 713 - CASH & INVESTMENT POOL					
INSURANCE	LIFE INS EE PAYABLE				22.75
INSURANCE	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: 02995 - CONSOLIDATED MANAGEMENT COMPANY					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				21.17
					Fund 111 - GENERAL Total:
					21.17
					Vendor 02995 - CONSOLIDATED MANAGEMENT COMPANY Total:
					21.17
Vendor: 00267 - CONTRACTORS MATERIALS INC.					
Fund: 212 - TRANSPORTATION					
SUPP - GLOVE LINERS	DEPARTMENT SUPPLIES				11.18
SUPP - CHAIN & GRAB HOOKS	DEPARTMENT SUPPLIES				302.04
					Fund 212 - TRANSPORTATION Total:
					313.22
Fund: 641 - WATER					
DEPT SUPP	DEPARTMENT SUPPLIES				159.43
					Fund 641 - WATER Total:
					159.43
					Vendor 00267 - CONTRACTORS MATERIALS INC. Total:
					472.65
Vendor: 00714 - COZY, INC					
Fund: 111 - GENERAL					
R1 lettering	VEHICLE MAINTENANCE				600.00
					Fund 111 - GENERAL Total:
					600.00
					Vendor 00714 - COZY, INC Total:
					600.00
Vendor: 09767 - CROELL INC					
Fund: 641 - WATER					
DEPT SUPP	DEPARTMENT SUPPLIES				191.00
					Fund 641 - WATER Total:
					191.00
					Vendor 09767 - CROELL INC Total:
					191.00
Vendor: 07689 - CYNTHIA GREEN					
Fund: 111 - GENERAL					
Dep.sup.	DEPARTMENT SUPPLIES				10.63
DEPT SUPP	DEPARTMENT SUPPLIES				63.98
DEPT SUPP	DEPARTMENT SUPPLIES				67.99
					Fund 111 - GENERAL Total:
					142.60
					Vendor 07689 - CYNTHIA GREEN Total:
					142.60

Expense Approval Report

Post Dates: 12/19/2017 - 01/02/2018

Description (Payable)	Account Name	(None)	(None)	(None)	Amount	
Vendor: 03321 - DALE'S TIRE & RETREADING, INC.						
Fund: 111 - GENERAL						
tire repair	VEHICLE MAINTENANCE				22.00	
					Fund 111 - GENERAL Total:	22.00
					Vendor 03321 - DALE'S TIRE & RETREADING, INC. Total:	22.00
Vendor: 06739 - DANKO EMERGENCY EQUIPMENT COMPANY						
Fund: 111 - GENERAL						
UNIFORMS	UNIFORMS & CLOTHING				126.42	
					Fund 111 - GENERAL Total:	126.42
					Vendor 06739 - DANKO EMERGENCY EQUIPMENT COMPANY Total:	126.42
Vendor: 09741 - DIEDRICH JORDAN						
Fund: 212 - TRANSPORTATION						
SCHOOL & CONF	SCHOOL & CONFERENCE				87.00	
					Fund 212 - TRANSPORTATION Total:	87.00
					Vendor 09741 - DIEDRICH JORDAN Total:	87.00
Vendor: 07421 - DUANE E. WOHLERS						
Fund: 621 - ENVIRONMENTAL SERVICES						
disposal fees	DISPOSAL FEES				450.00	
					Fund 621 - ENVIRONMENTAL SERVICES Total:	450.00
					Vendor 07421 - DUANE E. WOHLERS Total:	450.00
Vendor: 03950 - ENERGY LABORATORIES, INC						
Fund: 641 - WATER						
SAMPLES	SAMPLES				135.00	
					Fund 641 - WATER Total:	135.00
					Vendor 03950 - ENERGY LABORATORIES, INC Total:	135.00
Vendor: 00548 - FEDERAL EXPRESS CORPORATION						
Fund: 641 - WATER						
POSTAGE	POSTAGE				199.33	
					Fund 641 - WATER Total:	199.33
					Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:	199.33
Vendor: 00794 - FLOYD'S TRUCK CENTER, INC						
Fund: 212 - TRANSPORTATION						
REPAIRS TO D. TRUCK	VEHICLE MAINTENANCE				59.42	
					Fund 212 - TRANSPORTATION Total:	59.42
					Vendor 00794 - FLOYD'S TRUCK CENTER, INC Total:	59.42
Vendor: 00887 - FYR-TEK INC						
Fund: 111 - GENERAL						
Smooth Bore Nozzle	EQUIPMENT MAINTENANCE				590.15	
Nozzle	EQUIPMENT MAINTENANCE				386.80	
					Fund 111 - GENERAL Total:	976.95
					Vendor 00887 - FYR-TEK INC Total:	976.95
Vendor: 09859 - GABIS CHRISTOPHER						
Fund: 111 - GENERAL						
REIMBURSEMENT	MISCELLANEOUS				185.82	
					Fund 111 - GENERAL Total:	185.82
					Vendor 09859 - GABIS CHRISTOPHER Total:	185.82
Vendor: 05600 - GALLS INC						
Fund: 111 - GENERAL						
UNIFORMS	UNIFORMS & CLOTHING				106.40	
					Fund 111 - GENERAL Total:	106.40
					Vendor 05600 - GALLS INC Total:	106.40
Vendor: 00022 - GENERAL ELECTRIC CAPITAL CORPORATION						
Fund: 111 - GENERAL						
Dep. sup.	DEPARTMENT SUPPLIES				89.00	

Expense Approval Report

Post Dates: 12/19/2017 - 01/02/2018

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
dept. sup	DEPARTMENT SUPPLIES				34.59
Prgm.	PROGRAMMING				22.23
Prgm.	PROGRAMMING				-22.23
Dep. sup.	DEPARTMENT SUPPLIES				23.26
Prgm.	PROGRAMMING				5.98
Dep. sup.	DEPARTMENT SUPPLIES				19.88
INVEST SUPPL	INVESTIGATIVE EXPENSES				64.88
UNIFORMS/SCHOOLS/FIREARM...	FIREARMS SUPPLIES				56.88
UNIFORMS/SCHOOLS/FIREARM...	UNIFORMS & CLOTHING				79.88
UNIFORMS/SCHOOLS/FIREARM...	SCHOOL & CONFERENCE				106.01
				Fund 111 - GENERAL Total:	480.36
Fund: 215 - SPECIAL PROJECTS					
ASPCA GRANT PET SHELTER SU...	DEPARTMENT SUPPLIES				1,246.38
CAR SEATS	DEPARTMENT SUPPLIES				134.94
				Fund 215 - SPECIAL PROJECTS Total:	1,381.32
				Vendor 00022 - GENERAL ELECTRIC CAPITAL CORPORATION Total:	1,861.68
Vendor: 09589 - HEARTLAND EXPRESSWAY ASSOCIATION					
Fund: 111 - GENERAL					
2018 MEMBERSHIP	MEMBERSHIPS				5,383.80
				Fund 111 - GENERAL Total:	5,383.80
				Vendor 09589 - HEARTLAND EXPRESSWAY ASSOCIATION Total:	5,383.80
Vendor: 00299 - HULLINGER GLASS & LOCKS INC.					
Fund: 215 - SPECIAL PROJECTS					
DUPLICATE KEYS FOR MOBILE ...	DEPARTMENT SUPPLIES				32.75
				Fund 215 - SPECIAL PROJECTS Total:	32.75
				Vendor 00299 - HULLINGER GLASS & LOCKS INC. Total:	32.75
Vendor: 00525 - IDEAL LAUNDRY AND CLEANERS, INC.					
Fund: 111 - GENERAL					
Jan. sup.	JANITORIAL SUPPLIES				90.65
DEPT SUPP	DEPARTMENT SUPPLIES				43.41
				Fund 111 - GENERAL Total:	134.06
Fund: 212 - TRANSPORTATION					
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES				82.07
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES				29.59
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES				29.59
				Fund 212 - TRANSPORTATION Total:	141.25
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				86.35
				Fund 621 - ENVIRONMENTAL SERVICES Total:	86.35
Fund: 631 - WASTEWATER					
CONTRACTUAL	CONTRACTUAL SERVICES				21.72
				Fund 631 - WASTEWATER Total:	21.72
Fund: 641 - WATER					
CONTRACTUAL	CONTRACTUAL SERVICES				21.71
				Fund 641 - WATER Total:	21.71
Fund: 725 - CENTRAL GARAGE					
uniforms & clothing	DEPARTMENT SUPPLIES				27.38
uniforms & clothing	UNIFORMS & CLOTHING				8.28
UNIFORMS & CLOTHING	DEPARTMENT SUPPLIES				27.38
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING				8.28
				Fund 725 - CENTRAL GARAGE Total:	71.32
				Vendor 00525 - IDEAL LAUNDRY AND CLEANERS, INC. Total:	476.41

Expense Approval Report

Post Dates: 12/19/2017 - 01/02/2018

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 02578 - INFINITY CONSTRUCTION, INC.					
Fund: 641 - WATER					
STRUCTURE	STRUCTURES				264,031.50
					Fund 641 - WATER Total:
					264,031.50
					Vendor 02578 - INFINITY CONSTRUCTION, INC. Total:
					264,031.50
Vendor: 09291 - INGRAM LIBRARY SERVICES INC					
Fund: 111 - GENERAL					
Bks.	BOOKS				92.45
Bks.	BOOKS				60.94
					Fund 111 - GENERAL Total:
					153.39
					Vendor 09291 - INGRAM LIBRARY SERVICES INC Total:
					153.39
Vendor: 08154 - INTERNAL REVENUE SERVICE					
Fund: 713 - CASH & INVESTMENT POOL					
WITHHOLDINGS	MEDICARE W/H EE PAYABLE				3,916.14
WITHHOLDINGS	MEDICARE W/H EE PAYABLE				3,916.14
WITHHOLDINGS	FICA W/H EE PAYABLE				13,914.54
WITHHOLDINGS	FICA W/H EE PAYABLE				13,914.54
WITHHOLDINGS	FED W/H EE PAYABLE				30,589.18
					Fund 713 - CASH & INVESTMENT POOL Total:
					66,250.54
					Vendor 08154 - INTERNAL REVENUE SERVICE Total:
					66,250.54
Vendor: 08525 - INTRALINKS, INC					
Fund: 111 - GENERAL					
20-DELL OPTIPLEX 7050 MT & 6...	DEPARTMENT SUPPLIES				22,883.00
EQUIP MAINT	EQUIPMENT MAINTENANCE				368.22
					Fund 111 - GENERAL Total:
					23,251.22
					Vendor 08525 - INTRALINKS, INC Total:
					23,251.22
Vendor: 06131 - JOHN DEERE FINANCIAL					
Fund: 111 - GENERAL					
GROUND MAINT	GROUNDS MAINTENANCE				12.98
DEPT SUPP	DEPARTMENT SUPPLIES				17.99
					Fund 111 - GENERAL Total:
					30.97
Fund: 212 - TRANSPORTATION					
SUPP - HOLE ZIP	DEPARTMENT SUPPLIES				12.99
SUPP - SNOW SHOVELS	DEPARTMENT SUPPLIES				39.98
SUPP - CHAIN LOOPS	DEPARTMENT SUPPLIES				33.99
					Fund 212 - TRANSPORTATION Total:
					86.96
Fund: 631 - WASTEWATER					
UNIFORMS	UNIFORMS & CLOTHING				99.99
UNIFORMS	UNIFORMS & CLOTHING				129.99
					Fund 631 - WASTEWATER Total:
					229.98
					Vendor 06131 - JOHN DEERE FINANCIAL Total:
					347.91
Vendor: 08067 - JOHN DEERE FINANCIAL					
Fund: 111 - GENERAL					
BLDG MAINT	BUILDING MAINTENANCE				44.82
BLDG MAINT	BUILDING MAINTENANCE				14.94
					Fund 111 - GENERAL Total:
					59.76
					Vendor 08067 - JOHN DEERE FINANCIAL Total:
					59.76
Vendor: 09474 - JOHN DEERE FINANCIAL					
Fund: 725 - CENTRAL GARAGE					
equip mtn	EQUIPMENT MAINTENANCE				172.57
equip mtn	EQUIPMENT MAINTENANCE				-172.57
					Fund 725 - CENTRAL GARAGE Total:
					0.00
					Vendor 09474 - JOHN DEERE FINANCIAL Total:
					0.00

Expense Approval Report

Post Dates: 12/19/2017 - 01/02/2018

Description (Payable)	Account Name	(None)	(None)	(None)	Amount	
Vendor: 09858 - JOHNSON JESSICA						
Fund: 111 - GENERAL						
WITNESS FEES	LEGAL FEES				23.21	
					Fund 111 - GENERAL Total:	23.21
					Vendor 09858 - JOHNSON JESSICA Total:	23.21
Vendor: 01170 - KEMBEL SAND & GRAVEL COMPANY						
Fund: 213 - CEMETERY						
DEPT SUPP	DEPARTMENT SUPPLIES				20.43	
					Fund 213 - CEMETERY Total:	20.43
					Vendor 01170 - KEMBEL SAND & GRAVEL COMPANY Total:	20.43
Vendor: 09747 - KNOW HOW LLC						
Fund: 111 - GENERAL						
EQUIP MAINT	EQUIPMENT MAINTENANCE				34.29	
					Fund 111 - GENERAL Total:	34.29
Fund: 621 - ENVIRONMENTAL SERVICES						
equip mtnc	EQUIPMENT MAINTENANCE				430.41	
dept supplies	DEPARTMENT SUPPLIES				16.49	
					Fund 621 - ENVIRONMENTAL SERVICES Total:	446.90
Fund: 631 - WASTEWATER						
VEH MAINT	VEHICLE MAINTENANCE				48.97	
					Fund 631 - WASTEWATER Total:	48.97
Fund: 725 - CENTRAL GARAGE						
equip mtnc	EQUIPMENT MAINTENANCE				10.67	
equip mtnc	EQUIPMENT MAINTENANCE				38.08	
equip mtnc	EQUIPMENT MAINTENANCE				19.06	
equip mtnc	EQUIPMENT MAINTENANCE				58.98	
equip mtnc	EQUIPMENT MAINTENANCE				19.45	
dept supplies	DEPARTMENT SUPPLIES				10.38	
equip mtnc	EQUIPMENT MAINTENANCE				49.88	
equip mtnc	EQUIPMENT MAINTENANCE				8.79	
equip mtnc	EQUIPMENT MAINTENANCE				20.98	
equip mtnc	EQUIPMENT MAINTENANCE				10.67	
equip mtnc	EQUIPMENT MAINTENANCE				2.91	
equip mtnc	EQUIPMENT MAINTENANCE				10.67	
equip mtnc	EQUIPMENT MAINTENANCE				16.56	
equip mtnc	EQUIPMENT MAINTENANCE				160.37	
equip mtnc	EQUIPMENT MAINTENANCE				110.33	
dept supplies	DEPARTMENT SUPPLIES				172.82	
equip mtnc	EQUIPMENT MAINTENANCE				-25.25	
					Fund 725 - CENTRAL GARAGE Total:	695.35
					Vendor 09747 - KNOW HOW LLC Total:	1,225.51
Vendor: 00639 - KRIZ-DAVIS COMPANY						
Fund: 111 - GENERAL						
INVEST SUPPL	INVESTIGATIVE EXPENSES				24.73	
					Fund 111 - GENERAL Total:	24.73
					Vendor 00639 - KRIZ-DAVIS COMPANY Total:	24.73
Vendor: 09856 - M & T FIRE AND SAFETY						
Fund: 111 - GENERAL						
Oil	EQUIPMENT MAINTENANCE				49.00	
					Fund 111 - GENERAL Total:	49.00
					Vendor 09856 - M & T FIRE AND SAFETY Total:	49.00
Vendor: 00242 - M.C. SCHAFF & ASSOCIATES, INC						
Fund: 111 - GENERAL						
DEPT CNTRCL SRVCS	CONTRACTUAL SERVICES				858.00	
					Fund 111 - GENERAL Total:	858.00

Expense Approval Report

Post Dates: 12/19/2017 - 01/02/2018

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 641 - WATER					
ENGINEERING	ENGINEERING/DESIGN				22,135.50
					Fund 641 - WATER Total:
					22,135.50
Fund: 661 - STORMWATER					
CONTRACTUAL SERVICES	CONSULTING SERVICES				390.00
					Fund 661 - STORMWATER Total:
					390.00
					Vendor 00242 - M.C. SCHAFF & ASSOCIATES, INC Total:
					23,383.50
Vendor: 07838 - MAILFINANCE INC					
Fund: 111 - GENERAL					
MONTHLY LEASE	RENT-MACHINES				148.76
					Fund 111 - GENERAL Total:
					148.76
					Vendor 07838 - MAILFINANCE INC Total:
					148.76
Vendor: 05099 - MARKETING CONSULTANTS					
Fund: 721 - GIS SERVICES					
GIS DEPT SUP	DEPARTMENT SUPPLIES				142.00
					Fund 721 - GIS SERVICES Total:
					142.00
					Vendor 05099 - MARKETING CONSULTANTS Total:
					142.00
Vendor: 07628 - MENARDS, INC					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				25.48
EQUIP MAINT	EQUIPMENT MAINTENANCE				26.45
DEPT SUPP	DEPARTMENT SUPPLIES				30.57
SCHOOLS & CONF	SCHOOL & CONFERENCE				15.96
DEPT SUPP	DEPARTMENT SUPPLIES				33.87
Ice melt	BUILDING MAINTENANCE				25.17
					Fund 111 - GENERAL Total:
					157.50
Fund: 631 - WASTEWATER					
DEPT SUPP	DEPARTMENT SUPPLIES				25.34
DEPT SUPP	DEPARTMENT SUPPLIES				15.86
					Fund 631 - WASTEWATER Total:
					41.20
					Vendor 07628 - MENARDS, INC Total:
					198.70
Vendor: 00705 - MIDLANDS NEWSPAPERS, INC					
Fund: 111 - GENERAL					
SUBSCRIPTION	PUBLICATIONS				85.80
SUBSCRIPTION	PUBLICATIONS				85.80
					Fund 111 - GENERAL Total:
					171.60
Fund: 212 - TRANSPORTATION					
1 YEAR SUBSCRIPTION TO STAR...	PUBLICATIONS				171.60
					Fund 212 - TRANSPORTATION Total:
					171.60
					Vendor 00705 - MIDLANDS NEWSPAPERS, INC Total:
					343.20
Vendor: 04082 - NE CHILD SUPPORT PAYMENT CENTER					
Fund: 713 - CASH & INVESTMENT POOL					
NE CHILD SUPPORT PYBLE	CHILD SUPPORT EE PAY				1,717.43
					Fund 713 - CASH & INVESTMENT POOL Total:
					1,717.43
					Vendor 04082 - NE CHILD SUPPORT PAYMENT CENTER Total:
					1,717.43
Vendor: 00797 - NE DEPT OF REVENUE					
Fund: 111 - GENERAL					
SALES TAX	SALES TAX PAYABLE				225.25
					Fund 111 - GENERAL Total:
					225.25
Fund: 641 - WATER					
SALES TAX	SALES TAX PAYABLE				10,281.93
SALES TAX	SALES TAX PAYABLE				13,219.10
					Fund 641 - WATER Total:
					23,501.03

Expense Approval Report

Post Dates: 12/19/2017 - 01/02/2018

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 661 - STORMWATER					
SALES TAX	SALES TAX PAYABLE				392.91
				Fund 661 - STORMWATER Total:	392.91
				Vendor 00797 - NE DEPT OF REVENUE Total:	24,119.19
Vendor: 01358 - NE LAW ENFORCEMENT TRAINING CENTER					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				190.00
SCHOOLS & CONF	SCHOOL & CONFERENCE				200.00
				Fund 111 - GENERAL Total:	390.00
				Vendor 01358 - NE LAW ENFORCEMENT TRAINING CENTER Total:	390.00
Vendor: 01156 - NE LIBRARY COMMISSION					
Fund: 111 - GENERAL					
Cont. srvc.	CONTRACTUAL SERVICES				750.00
				Fund 111 - GENERAL Total:	750.00
				Vendor 01156 - NE LIBRARY COMMISSION Total:	750.00
Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT					
Fund: 631 - WASTEWATER					
ELECTRICITY	ELECTRIC POWER				14,540.79
ELECTRICITY	ELECTRIC POWER				174.03
				Fund 631 - WASTEWATER Total:	14,714.82
Fund: 641 - WATER					
ELECTRICITY	ELECTRIC POWER				3,967.52
ELECTRICITY	ELECTRIC POWER				1,432.61
				Fund 641 - WATER Total:	5,400.13
				Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:	20,114.95
Vendor: 04198 - NEBRASKALAND TIRE, INC					
Fund: 725 - CENTRAL GARAGE					
equip mtnc	EQUIPMENT MAINTENANCE				655.80
equip mtnc	EQUIPMENT MAINTENANCE				496.48
equip mtnc	EQUIPMENT MAINTENANCE				574.20
				Fund 725 - CENTRAL GARAGE Total:	1,726.48
				Vendor 04198 - NEBRASKALAND TIRE, INC Total:	1,726.48
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
Vendor: 00550 - PANHANDLE COOPERATIVE ASSOCIATION					
Fund: 111 - GENERAL					
FUEL	GASOLINE				108.00
				Fund 111 - GENERAL Total:	108.00
				Vendor 00550 - PANHANDLE COOPERATIVE ASSOCIATION Total:	108.00
Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC					
Fund: 641 - WATER					
SAMPLES	SAMPLES				72.00
SAMPLES	SAMPLES				72.00
				Fund 641 - WATER Total:	144.00
				Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:	144.00
Vendor: 00017 - PANHANDLE HUMANE SOCIETY					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				5,174.59
				Fund 111 - GENERAL Total:	5,174.59
				Vendor 00017 - PANHANDLE HUMANE SOCIETY Total:	5,174.59

Expense Approval Report

Post Dates: 12/19/2017 - 01/02/2018

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 09854 - PANHANDLE REGIONAL DEVELOPMENT, INC.					
Fund: 111 - GENERAL					
TRANSFER OF ECON.DEV. EVENT..DEPARTMENT SUPPLIES					5,654.73
				Fund 111 - GENERAL Total:	5,654.73
				Vendor 09854 - PANHANDLE REGIONAL DEVELOPMENT, INC. Total:	5,654.73
Vendor: 04494 - PAUL REED CONSTRUCTION & SUPPLY, INC					
Fund: 212 - TRANSPORTATION					
CRUSHED CONCRETE	STREET REPAIR SUPPLIES				311.52
				Fund 212 - TRANSPORTATION Total:	311.52
				Vendor 04494 - PAUL REED CONSTRUCTION & SUPPLY, INC Total:	311.52
Vendor: 09119 - PEACEFUL PRAIRIE NURSERY, INC					
Fund: 216 - BUSINESS IMPROVEMENT					
DOWNTOWN BULB-OUT PROJE... DEPARTMENT SUPPLIES					2,490.00
				Fund 216 - BUSINESS IMPROVEMENT Total:	2,490.00
				Vendor 09119 - PEACEFUL PRAIRIE NURSERY, INC Total:	2,490.00
Vendor: 01276 - PLATTE VALLEY BANK					
Fund: 713 - CASH & INVESTMENT POOL					
HEALTH SAVINGS	HSA EE PAYABLE				13,010.71
HEALTH SAVINGS	HSA ER PAYABLE				1,268.75
				Fund 713 - CASH & INVESTMENT POOL Total:	14,279.46
				Vendor 01276 - PLATTE VALLEY BANK Total:	14,279.46
Vendor: 00272 - POSTMASTER					
Fund: 621 - ENVIRONMENTAL SERVICES					
Postage	POSTAGE				134.69
				Fund 621 - ENVIRONMENTAL SERVICES Total:	134.69
Fund: 631 - WASTEWATER					
Postage	POSTAGE				134.69
				Fund 631 - WASTEWATER Total:	134.69
Fund: 641 - WATER					
Postage	POSTAGE				134.70
				Fund 641 - WATER Total:	134.70
				Vendor 00272 - POSTMASTER Total:	404.08
Vendor: 00266 - QUILL CORPORATION					
Fund: 111 - GENERAL					
DEPT & INVEST SUPPL	DEPARTMENT SUPPLIES				120.14
DEPT & INVEST SUPPL	INVESTIGATIVE EXPENSES				39.84
				Fund 111 - GENERAL Total:	159.98
				Vendor 00266 - QUILL CORPORATION Total:	159.98
Vendor: 04089 - REGIONAL CARE INC					
Fund: 812 - HEALTH INSURANCE					
FLEX FUNDING	FLEXIBLE BENFT EXPENSES				1,203.30
claims	CLAIMS EXPENSE				27,645.83
FLEX FUNDING	FLEXIBLE BENFT EXPENSES				1,791.00
CLAIMS	CLAIMS EXPENSE				36,369.65
				Fund 812 - HEALTH INSURANCE Total:	67,009.78
				Vendor 04089 - REGIONAL CARE INC Total:	67,009.78
Vendor: 07641 - REGIONAL WEST PHYSICIANS CLINIC					
Fund: 111 - GENERAL					
CONSULTING	CONSULTING SERVICES				64.75
CONSULTING	CONSULTING SERVICES				27.00
CONSULTING	CONSULTING SERVICES				91.50
				Fund 111 - GENERAL Total:	183.25
				Vendor 07641 - REGIONAL WEST PHYSICIANS CLINIC Total:	183.25

Expense Approval Report

Post Dates: 12/19/2017 - 01/02/2018

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 08204 - RIVERSIDE ZOOLOGICAL FOUNDATION					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				87,500.00
				Fund 111 - GENERAL Total:	87,500.00
				Vendor 08204 - RIVERSIDE ZOOLOGICAL FOUNDATION Total:	87,500.00
Vendor: 09564 - ROCKSTEP SCOTTSBLUFF LLC					
Fund: 215 - SPECIAL PROJECTS					
OCCUPATION TAX (MAR-SEPT 2...	CONTRACTUAL SERVICES				63,198.77
				Fund 215 - SPECIAL PROJECTS Total:	63,198.77
				Vendor 09564 - ROCKSTEP SCOTTSBLUFF LLC Total:	63,198.77
Vendor: 00366 - ROOSEVELT PUBLIC POWER DISTRICT					
Fund: 641 - WATER					
ELECTRIC POWER	ELECTRIC POWER				1,834.71
				Fund 641 - WATER Total:	1,834.71
				Vendor 00366 - ROOSEVELT PUBLIC POWER DISTRICT Total:	1,834.71
Vendor: 00026 - S M E C					
Fund: 713 - CASH & INVESTMENT POOL					
EMPLOYEE DEDUCTION	SMEC EE PAYABLE				158.50
				Fund 713 - CASH & INVESTMENT POOL Total:	158.50
				Vendor 00026 - S M E C Total:	158.50
Vendor: 01555 - SAFELITE FULFILLMENT, INC					
Fund: 212 - TRANSPORTATION					
REPLACE WINDSHIELD IN DIREC...	VEHICLE MAINTENANCE				277.90
				Fund 212 - TRANSPORTATION Total:	277.90
				Vendor 01555 - SAFELITE FULFILLMENT, INC Total:	277.90
Vendor: 00257 - SANDBERG IMPLEMENT, INC					
Fund: 212 - TRANSPORTATION					
SUPP - OIL RACK	DEPARTMENT SUPPLIES				13.47
				Fund 212 - TRANSPORTATION Total:	13.47
				Vendor 00257 - SANDBERG IMPLEMENT, INC Total:	13.47
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				850.00
				Fund 111 - GENERAL Total:	850.00
				Vendor 09759 - SCOTTIES POTTIES INC Total:	850.00
Vendor: 00852 - SCOTTS BLUFF COUNTY COURT					
Fund: 111 - GENERAL					
LEGAL FEES	LEGAL FEES				85.00
				Fund 111 - GENERAL Total:	85.00
				Vendor 00852 - SCOTTS BLUFF COUNTY COURT Total:	85.00
Vendor: 00704 - SCOTTSBLUFF MOTOR CO, INC					
Fund: 725 - CENTRAL GARAGE					
equip mtn	EQUIPMENT MAINTENANCE				28.46
				Fund 725 - CENTRAL GARAGE Total:	28.46
				Vendor 00704 - SCOTTSBLUFF MOTOR CO, INC Total:	28.46

Expense Approval Report

Post Dates: 12/19/2017 - 01/02/2018

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION					
Fund: 713 - CASH & INVESTMENT POOL					
POLICE EE DUES	POL UNION DUES EE PAY				552.00
				Fund 713 - CASH & INVESTMENT POOL Total:	552.00
				Vendor 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION Total:	552.00
Vendor: 00759 - SCOTTSBLUFF/GERING CHAMBER OF COMMERCE					
Fund: 111 - GENERAL					
SCHOOL & CONF	SCHOOL & CONFERENCE				15.00
				Fund 111 - GENERAL Total:	15.00
Fund: 224 - ECONOMIC DEVELOPMENT					
SCHOOL & CONF	SCHOOL & CONFERENCE				15.00
				Fund 224 - ECONOMIC DEVELOPMENT Total:	15.00
				Vendor 00759 - SCOTTSBLUFF/GERING CHAMBER OF COMMERCE Total:	30.00
Vendor: 00786 - SHERWIN WILLIAMS					
Fund: 212 - TRANSPORTATION					
SUPP - SUPER STRIP	DEPARTMENT SUPPLIES				27.87
				Fund 212 - TRANSPORTATION Total:	27.87
				Vendor 00786 - SHERWIN WILLIAMS Total:	27.87
Vendor: 00513 - SNELL SERVICES INC.					
Fund: 111 - GENERAL					
BLDG MAINT	BUILDING MAINTENANCE				1,050.00
Equip. main.	EQUIPMENT MAINTENANCE				1,860.00
Bldg main.	DEPARTMENT SUPPLIES				890.00
Bldg main.	BUILDING MAINTENANCE				2,475.00
				Fund 111 - GENERAL Total:	6,275.00
				Vendor 00513 - SNELL SERVICES INC. Total:	6,275.00
Vendor: 04741 - SPENCER, KEVIN					
Fund: 111 - GENERAL					
TUITION REIMBURSEMENT	TUITION SUPPORT				600.00
				Fund 111 - GENERAL Total:	600.00
				Vendor 04741 - SPENCER, KEVIN Total:	600.00
Vendor: 00054 - STATE HEALTH LAB					
Fund: 641 - WATER					
SAMPLES	SAMPLES				1,680.00
				Fund 641 - WATER Total:	1,680.00
				Vendor 00054 - STATE HEALTH LAB Total:	1,680.00
Vendor: 05814 - SUPERIOR SIGNALS, INC					
Fund: 725 - CENTRAL GARAGE					
equip mtrnc	EQUIPMENT MAINTENANCE				797.22
				Fund 725 - CENTRAL GARAGE Total:	797.22
				Vendor 05814 - SUPERIOR SIGNALS, INC Total:	797.22
Vendor: 01325 - THE PEAVEY CORP					
Fund: 111 - GENERAL					
INVEST SUPPL	INVESTIGATIVE EXPENSES				198.00
				Fund 111 - GENERAL Total:	198.00
				Vendor 01325 - THE PEAVEY CORP Total:	198.00
Vendor: 00568 - TWIN CITY AUTO, INC					
Fund: 212 - TRANSPORTATION					
CUTTING EDGES FOR PLOW BL...	EQUIPMENT MAINTENANCE				915.54
				Fund 212 - TRANSPORTATION Total:	915.54
				Vendor 00568 - TWIN CITY AUTO, INC Total:	915.54

Expense Approval Report

Post Dates: 12/19/2017 - 01/02/2018

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 08821 - TYLER TECHNOLOGIES, INC					
Fund: 111 - GENERAL					
UB ONLINE FEES (1/1/18 - 1/31...	CONTRACTUAL SERVICES				87.00
				Fund 111 - GENERAL Total:	87.00
Fund: 621 - ENVIRONMENTAL SERVICES					
UB ONLINE FEES (1/1/18 - 1/31...	CONTRACTUAL SERVICES				87.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	87.00
Fund: 631 - WASTEWATER					
UB ONLINE FEES (1/1/18 - 1/31...	CONTRACTUAL SERVICES				87.00
				Fund 631 - WASTEWATER Total:	87.00
Fund: 641 - WATER					
UB ONLINE FEES (1/1/18 - 1/31...	CONTRACTUAL SERVICES				87.00
				Fund 641 - WATER Total:	87.00
				Vendor 08821 - TYLER TECHNOLOGIES, INC Total:	348.00
Vendor: 09840 - UNITED STATES WELDING					
Fund: 621 - ENVIRONMENTAL SERVICES					
contractual services	CONTRACTUAL SERVICES				202.57
				Fund 621 - ENVIRONMENTAL SERVICES Total:	202.57
				Vendor 09840 - UNITED STATES WELDING Total:	202.57
Vendor: 08828 - US BANK					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				336.00
GASOLINE	GASOLINE				10.00
GASOLINE	GASOLINE				31.33
VOL FF BACKGROUND CHECK	VOLUNTEER FIREMAN				46.38
vol ff background check	VOLUNTEER FIREMAN				46.38
GASOLINE	GASOLINE				30.42
GASOLINE	GASOLINE				28.09
Dep. sup.	DEPARTMENT SUPPLIES				47.99
INVEST SUPPL	INVESTIGATIVE EXPENSES				56.08
GASOLINE	GASOLINE				26.16
GASOLINE	GASOLINE				34.50
GASOLINE	GASOLINE				36.03
GASOLINE	GASOLINE				25.77
SCHOOLS & CONF	SCHOOL & CONFERENCE				113.00
GASOLINE	GASOLINE				19.24
GASOLINE	GASOLINE				23.00
SCHOOLS & CONF	SCHOOL & CONFERENCE				106.67
GASOLINE	GASOLINE				34.32
Publication	PUBLICATIONS				158.48
Dep. sup.	DEPARTMENT SUPPLIES				9.98
Dep. sup.	DEPARTMENT SUPPLIES				67.95
DEPT SUPP	DEPARTMENT SUPPLIES				594.05
Postage	POSTAGE				11.54
2018 Shift Calendars	DEPARTMENT SUPPLIES				55.62
Mmbrshp.	MEMBERSHIPS				95.00
Mmbrshp	MEMBERSHIPS				50.00
DEPT SUPP	DEPARTMENT SUPPLIES				82.75
				Fund 111 - GENERAL Total:	2,176.73
Fund: 224 - ECONOMIC DEVELOPMENT					
DEPT SUPP	DEPARTMENT SUPPLIES				97.26
SCHOOL & CONF	SCHOOL & CONFERENCE				14.00
SCHOOL & CONF	SCHOOL & CONFERENCE				137.20
				Fund 224 - ECONOMIC DEVELOPMENT Total:	248.46
				Vendor 08828 - US BANK Total:	2,425.19

Expense Approval Report

Post Dates: 12/19/2017 - 01/02/2018

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00166 - Vantagepoint Transfer Agents-300793					
Fund: 713 - CASH & INVESTMENT POOL					
DEF COMP	DEFERRED COMP EE PAY				2,429.23
					2,429.23
Fund 713 - CASH & INVESTMENT POOL Total:					2,429.23
Vendor 00166 - Vantagepoint Transfer Agents-300793 Total:					2,429.23
Vendor: 09614 - Vantagepoint Transfer Agents-705437					
Fund: 713 - CASH & INVESTMENT POOL					
ROTH IRA	DEFERRED COMP EE PAY				211.00
					211.00
Fund 713 - CASH & INVESTMENT POOL Total:					211.00
Vendor 09614 - Vantagepoint Transfer Agents-705437 Total:					211.00
Vendor: 03674 - WELLS FARGO BANK, N.A.					
Fund: 713 - CASH & INVESTMENT POOL					
RETIREMENT	REGULAR RETIRE EE PAY				7,714.60
RETIREMENT	REGULAR RETIRE EE PAY				7,088.13
RETIREMENT	RETIRE FIRE EE PAYABLE				3,438.96
RETIREMENT	RETIRE FIRE EE PAYABLE				6,083.94
RETIREMENT	RETIRE POLICE EE PAY				5,131.21
RETIREMENT	RETIRE POLICE EE PAY				5,552.69
					5,552.69
Fund 713 - CASH & INVESTMENT POOL Total:					35,009.53
Vendor 03674 - WELLS FARGO BANK, N.A. Total:					35,009.53
Vendor: 07239 - WYOMING FIRST AID & SAFETY SUPPLY, LLC					
Fund: 725 - CENTRAL GARAGE					
dept supplies	DEPARTMENT SUPPLIES				12.99
					12.99
Fund 725 - CENTRAL GARAGE Total:					12.99
Vendor 07239 - WYOMING FIRST AID & SAFETY SUPPLY, LLC Total:					12.99
Vendor: 09750 - WYOMING WATER DEVELOPMENT OFF					
Fund: 641 - WATER					
PAWS FEASIBILITY STUDY	CONTRACTUAL SERVICES				7,062.55
					7,062.55
Fund 641 - WATER Total:					7,062.55
Vendor 09750 - WYOMING WATER DEVELOPMENT OFF Total:					7,062.55
Grand Total:					757,552.16

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	148,642.91	225.25
212 - TRANSPORTATION	4,720.60	0.00
213 - CEMETERY	84.37	0.00
215 - SPECIAL PROJECTS	64,612.84	0.00
216 - BUSINESS IMPROVEMENT	2,490.00	0.00
224 - ECONOMIC DEVELOPMENT	263.46	0.00
621 - ENVIRONMENTAL SERVICES	1,733.53	134.69
631 - WASTEWATER	15,315.37	134.69
641 - WATER	326,854.42	23,635.73
661 - STORMWATER	782.91	392.91
713 - CASH & INVESTMENT POOL	120,901.12	120,901.12
721 - GIS SERVICES	142.00	0.00
725 - CENTRAL GARAGE	3,998.85	0.00
812 - HEALTH INSURANCE	67,009.78	30,640.13
Grand Total:	757,552.16	176,064.52

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-21311	SALES TAX PAYABLE	225.25	225.25
111-52111-111	DEPARTMENT SUPPLIES	379.41	0.00
111-52111-112	DEPARTMENT SUPPLIES	131.97	0.00
111-52111-114	DEPARTMENT SUPPLIES	5,654.73	0.00
111-52111-116	DEPARTMENT SUPPLIES	22,883.00	0.00
111-52111-121	DEPARTMENT SUPPLIES	594.05	0.00
111-52111-141	DEPARTMENT SUPPLIES	90.21	0.00
111-52111-142	DEPARTMENT SUPPLIES	120.14	0.00
111-52111-151	DEPARTMENT SUPPLIES	1,244.82	0.00
111-52111-171	DEPARTMENT SUPPLIES	456.39	0.00
111-52121-151	JANITORIAL SUPPLIES	262.37	0.00
111-52162-142	FIREARMS SUPPLIES	56.88	0.00
111-52163-142	INVESTIGATIVE EXPENSES	383.53	0.00
111-52164-141	VOLUNTEER FIREMAN	92.76	0.00
111-52181-142	UNIFORMS & CLOTHING	273.72	0.00
111-52181-143	UNIFORMS & CLOTHING	126.42	0.00
111-52211-141	PUBLICATIONS	244.28	0.00
111-52211-142	PUBLICATIONS	85.80	0.00
111-52221-151	AUDIOVISUAL SUPPLIES	248.81	0.00
111-52222-151	BOOKS	556.01	0.00
111-52223-151	PROGRAMMING	5.98	0.00
111-52311-114	MEMBERSHIPS	5,383.80	0.00
111-52311-151	MEMBERSHIPS	145.00	0.00
111-52411-141	POSTAGE	11.54	0.00
111-52511-142	GASOLINE	288.86	0.00
111-52511-143	GASOLINE	118.00	0.00
111-52999-112	MISCELLANEOUS	185.82	0.00
111-53111-116	CONTRACTUAL SERVICES	87.00	0.00
111-53111-121	CONTRACTUAL SERVICES	858.00	0.00
111-53111-142	CONTRACTUAL SERVICES	5,174.59	0.00
111-53111-151	CONTRACTUAL SERVICES	750.00	0.00
111-53111-171	CONTRACTUAL SERVICES	850.00	0.00
111-53111-172	CONTRACTUAL SERVICES	87,500.00	0.00
111-53121-142	CONSULTING SERVICES	183.25	0.00
111-53211-142	LEGAL FEES	108.21	0.00
111-53421-111	BUILDING MAINTENANCE	1,050.00	0.00
111-53421-141	BUILDING MAINTENANCE	25.17	0.00
111-53421-151	BUILDING MAINTENANCE	2,475.00	0.00
111-53421-171	BUILDING MAINTENANCE	59.76	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53441-141	EQUIPMENT MAINTENAN...	1,025.95	0.00
111-53441-142	EQUIPMENT MAINTENAN...	368.22	0.00
111-53441-151	EQUIPMENT MAINTENAN...	1,860.00	0.00
111-53441-171	EQUIPMENT MAINTENAN...	60.74	0.00
111-53451-141	VEHICLE MAINTENANCE	622.00	0.00
111-53471-171	GROUNDS MAINTENANCE	1,425.25	0.00
111-53521-111	HEATING FUEL	383.13	0.00
111-53521-141	HEATING FUEL	185.52	0.00
111-53521-142	HEATING FUEL	297.67	0.00
111-53521-151	HEATING FUEL	333.60	0.00
111-53521-171	HEATING FUEL	283.91	0.00
111-53521-172	HEATING FUEL	128.45	0.00
111-53561-142	TELEPHONE	309.37	0.00
111-53631-111	RENT-MACHINES	148.76	0.00
111-53711-114	SCHOOL & CONFERENCE	15.00	0.00
111-53711-141	SCHOOL & CONFERENCE	472.00	0.00
111-53711-142	SCHOOL & CONFERENCE	752.81	0.00
111-53741-112	TUITION SUPPORT	600.00	0.00
212-52111-212	DEPARTMENT SUPPLIES	1,644.25	0.00
212-52171-212	STREET REPAIR SUPPLIES	311.52	0.00
212-52211-212	PUBLICATIONS	171.60	0.00
212-53441-212	EQUIPMENT MAINTENAN...	915.54	0.00
212-53451-212	VEHICLE MAINTENANCE	337.32	0.00
212-53521-212	HEATING FUEL	1,253.37	0.00
212-53711-212	SCHOOL & CONFERENCE	87.00	0.00
213-52111-213	DEPARTMENT SUPPLIES	84.37	0.00
215-52111-142	DEPARTMENT SUPPLIES	134.94	0.00
215-52111-143	DEPARTMENT SUPPLIES	1,279.13	0.00
215-53111-111	CONTRACTUAL SERVICES	63,198.77	0.00
216-52111-212	DEPARTMENT SUPPLIES	2,490.00	0.00
224-52111-113	DEPARTMENT SUPPLIES	97.26	0.00
224-53711-113	SCHOOL & CONFERENCE	166.20	0.00
621-52111-621	DEPARTMENT SUPPLIES	142.93	0.00
621-52411-621	POSTAGE	134.69	134.69
621-53111-621	CONTRACTUAL SERVICES	289.57	0.00
621-53193-621	DISPOSAL FEES	450.00	0.00
621-53441-621	EQUIPMENT MAINTENAN...	430.41	0.00
621-53521-621	HEATING FUEL	285.93	0.00
631-52111-631	DEPARTMENT SUPPLIES	78.19	0.00
631-52181-631	UNIFORMS & CLOTHING	229.98	0.00
631-52411-631	POSTAGE	134.69	134.69
631-53111-631	CONTRACTUAL SERVICES	108.72	0.00
631-53451-631	VEHICLE MAINTENANCE	48.97	0.00
631-53531-631	ELECTRIC POWER	14,714.82	0.00
641-21311	SALES TAX PAYABLE	23,501.03	23,501.03
641-52111-641	DEPARTMENT SUPPLIES	350.43	0.00
641-52117-641	SAMPLES	1,959.00	0.00
641-52411-641	POSTAGE	334.03	134.70
641-53111-641	CONTRACTUAL SERVICES	7,171.26	0.00
641-53521-641	HEATING FUEL	136.83	0.00
641-53531-641	ELECTRIC POWER	7,234.84	0.00
641-54212-641	ENGINEERING/DESIGN	22,135.50	0.00
641-54311-641	STRUCTURES	264,031.50	0.00
661-21311	SALES TAX PAYABLE	392.91	392.91
661-53121-661	CONSULTING SERVICES	390.00	0.00
713-21512	MEDICARE W/H EE PAYAB...	7,832.28	7,832.28
713-21513	FICA W/H EE PAYABLE	27,829.08	27,829.08
713-21514	FED W/H EE PAYABLE	30,589.18	30,589.18

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
713-21517	POL UNION DUES EE PAY	552.00	552.00
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	158.50	158.50
713-21527	WAGE ATTACHMENT EE ...	7.73	7.73
713-21528	REGULAR RETIRE EE PAY	14,802.73	14,802.73
713-21529	DEFERRED COMP EE PAY	2,640.23	2,640.23
713-21531	RETIRE FIRE EE PAYABLE	9,522.90	9,522.90
713-21533	RETIRE POLICE EE PAY	10,683.90	10,683.90
713-21534	DIS INC INS EE PAYABLE	25.95	25.95
713-21539	CHILD SUPPORT EE PAY	1,729.43	1,729.43
713-21541	HSA EE PAYABLE	13,010.71	13,010.71
713-21741	HSA ER PAYABLE	1,268.75	1,268.75
721-52111-721	DEPARTMENT SUPPLIES	142.00	0.00
725-52111-725	DEPARTMENT SUPPLIES	250.95	0.00
725-52181-725	UNIFORMS & CLOTHING	16.56	0.00
725-53441-725	EQUIPMENT MAINTENAN...	3,519.45	0.00
725-53521-725	HEATING FUEL	211.89	0.00
812-53862-112	CLAIMS EXPENSE	64,015.48	27,645.83
812-53863-112	FLEXIBLE BENFT EXPENSES	2,994.30	2,994.30
	Grand Total:	757,552.16	176,064.52

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	605,049.32	176,064.52
2122852111	134.94	0.00
2124352111	1,246.38	0.00
2124452111	32.75	0.00
2147853111	87,500.00	0.00
40001-53111	63,198.77	0.00
6002053111	390.00	0.00
	Grand Total:	176,064.52

UTILITY REFUNDS 1-2-18

Account #	Status	Contact	Service Address	Refund Amount
075-3013-05	Inactive	ALVIN J SALAZAR	1724 5TH AVE SCOTTSBLUFF NE 69361	9.31
050-1010-09	Inactive	MICHELLE TALBOT	1602 11TH AVE SCOTTSBLUFF NE 6936	89.74
060-4796-03	Inactive	LIZA ARAMBURU	921 E 7TH ST SCOTTSBLUFF NE 69361	119.82
065-0523-02	Inactive	ELESHA M. BURFORD	3209 BLUE BELL CT SCOTTSBLUFF NE	12.46
Total				\$231.33

City of Scottsbluff, Nebraska

Tuesday, January 2, 2018

Regular Meeting

Item Public Inp1

Council to receive a presentation from the League of Nebraska Municipalities President Wendell Gaston (Sidney City Council Member).

Staff Contact: Nathan Johnson, City Manager

City of Scottsbluff, Nebraska

Tuesday, January 2, 2018

Regular Meeting

Item Bids1

Council to consider awarding the bid for the community outdoor warning sirens to Action Communication in the amount of \$49,989.85.

Minutes: The following bids were received for the outdoor warning siren:

Action Communication, Scottsbluff, NE \$ 49,989.85

Federal Signal, University Park, IL 48,377.01

American Signal Corporation, Milwaukee, Wisc. 40,589.20

HSS Engineering, Atlanta, GA (did not receive by deadline)

Staff Contact: Tim Newman, Emergency Management Director

Agenda Statement

Item No.

For meeting of: January 2, 2018

AGENDA TITLE: Council to Consider Bids for Two Outdoor Warning Sirens

SUBMITTED BY DEPARTMENT/ORGANIZATION: Emergency Management

PRESENTATION BY: Tim Newman

SUMMARY EXPLANATION: Out of the three bids received on time, only one vendor meets all the requirements set forth in the specifications. Others were deficient in the following areas: Weight at the top of the pole (a safety issue), Painted or Powder-Coated cabinets (a maintenance issue), Siren Tones do not match current system, other specifications not met. Several of these were noted as exceptions to industry standard equivalents.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Recommend Awarding to Action Communication

EXHIBITS

Resolution Ordinance Contract Minutes Plan/Map

Other (specify) _____

NOTIFICATION LIST: Yes No Further Instructions

APPROVAL FOR SUBMITTAL: _____
City Manager

City of Scottsbluff, Nebraska

Tuesday, January 2, 2018

Regular Meeting

Item Resolut.1

Council to consider the revised handicap parking space Resolution.

Staff Contact: Kevin Spencer, Police Chief

RESOLUTION NO. _____

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

1. The public safety, health, convenience and welfare require that Handicapped Parking Spaces be established on the public streets pursuant to §22-6-47 of the Municipal Code.

2. The following public spaces on the public streets are hereby designated as handicapped parking spaces:

Broadway Avenue:

A portion of the east side of Broadway Avenue, two diagonal parking spaces, beginning at a point which is 16 feet south of the south curb line of East 16th Street. There shall then be two handicapped parking spaces immediately south of that point, each 9 feet wide with a 5 foot access aisle between the two spaces.

A portion of the east side of Broadway beginning 40 feet south of East 16th street curb line, two diagonal parking spaces designated handicap parking with an access lane in between continuing for a distance of 55 feet.

A portion of the west side of Broadway beginning 55 feet south of West 17th street curb line, two diagonal parking spaces designated handicap parking with an access lane in between continuing for a distance of 55 feet.

A portion of the east side of Broadway beginning 55 feet south of the East 18th street curb line, two diagonal parking spaces designated handicap parking with an access lane in between continuing for a distance of 55 feet.

First Avenue:

The first parallel parking space immediately south of 16th Street on the west side of First Avenue, (begins 29 feet south of the south curb line of East 16th Street). The space shall be 8 feet in width and 22 feet in length.

First Avenue

The first parallel parking space immediately south of 17th Street on the west side of First Avenue, beginning 45 feet south of the south curb line of 17th Street.

Fourth Avenue:

The 36 feet of parking space on the east side of Fourth Avenue commencing 84 feet north of the north curb line of East 19th Street.

Ninth Avenue:

The 45 feet of parking space on the west side of Ninth Avenue commencing 188 feet north of the north curb line of East Overland.

Twenty-first Avenue:

At 1502 21st Avenue: Starting 8 feet south and 2 feet west from the Southeast corner of the building continuing west 84 feet.

Avenue A:

The first 38 feet of parking space commencing 107 feet north of West 21st Street on the west side of Avenue A.

East 11th Street:

Beginning on the north side of East 11th Street and 30' west of the west curb line of 12th Avenue and continuing 53'6" west of the west curb line of the intersection of East 11th Street and 12th Avenue, adjacent to the handicap ramp located on the sidewalk near that intersection.

East 14th Street:

Two stalls 20 feet long by 10 feet wide, starting 30 feet west of 12th Avenue on East 14th Street.

East 15th Street:

The fourth parallel parking space west of First Avenue on the north side of 15th Street between Broadway and First Avenue.

West 15th Street:

The first 25 feet of parking space on the north side of West 15th Street commencing 35 feet east of the east curb line of Avenue F.

East 16th Street:

The first parallel parking space immediately west of the alley on the north side of East 16th Street between Broadway and First Avenue.

West 16th Street:

The fifth parallel parking space west of Broadway Avenue on the south side of 16th Street commencing 131 feet west of the west curb line of Broadway.

East 19th Street:

The third parallel parking space immediately west of First Avenue on the north side of 19th Street commencing 68 feet west of the west curb line of First Avenue.

East 21st Street:

The 46 feet of parking space on the south side of East 21st Street commencing 107 feet east of the east curb line of Fifth Avenue.

Avenue K:

The first two parking spaces on the west side of Avenue K commencing along the curb line of West 18th Street as designated by signs posted above ground and immediately adjacent to the parking spaces and which parking spaces are indicated by blue paint adjacent to each parking space.

Cleveland Field:

The first two parking spaces on the concrete pad located immediately south of the admission building which are designated by signs posted above ground and immediately adjacent to the parking spaces and which parking spaces are indicated by blue paint adjacent to each parking space.

Avenue D:

The first four parking spaces on the west side of Avenue D along the north curb line of 31st Street as designated by signs posted above ground and immediately adjacent to the parking spaces and which parking spaces are indicated by blue paint adjacent to each parking space.

East 23rd Street:

The first six parking spaces along the west curb line of 3rd Avenue as designated by signs posted above ground and immediately adjacent to the parking spaces and which parking spaces are indicated by blue paint adjacent to each parking space.

City Hall:

The parking space located in the south corner of the parking lot immediately west of City Hall, as designated by signs posted above ground and immediately adjacent to the parking spaces and which parking spaces are indicated by blue paint adjacent to each parking space.

6th Avenue:

The first parking space on the west side of 6th Avenue along the north curb line of East 15th Street, as designated by signs posted above ground and immediately adjacent to the parking spaces and which parking spaces are indicated by blue paint adjacent to each parking space.

West 16th Street:

The first parking space on the west of the alley on the north side of West 16th Street, as designated by signs posted above ground and immediately adjacent to the parking spaces and which parking spaces are indicated by blue paint adjacent to each parking space.

Police Station:

The southeast corner parking space beginning along the north curb line on West 18th Street, as designated by signs posted above ground and immediately adjacent to the parking spaces and which parking spaces are indicated by blue paint adjacent to each parking space.

3. Resolution No. 15-08-05 and all other resolutions in conflict with this Resolution are repealed to the extent that an actual conflict with this Resolution exists.

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

Passed and approved on _____, 2018.

Mayor

Attest:

City Clerk

(Seal)

City of Scottsbluff, Nebraska

Tuesday, January 2, 2018

Regular Meeting

Item Reports1

Council to consider approval of the Economic Development Assistance Grant for Mitchell Care Center.

Staff Contact: Starr Lehl, Economic Development Director

City of Scottsbluff
Economic Development Application Review Committee
December 22, 2017

A meeting of the Economic Development Application Review Committee was held on December 22, 2017, at 8:00 a.m. at City Hall, 2525 Circle Drive, Scottsbluff, NE.

The meeting was convened at 8:01 a.m. Present were Committee Members, Jim Trumbull, Dennis Hadden, Marla Marx, and Dave Schaff. In attendance on behalf of the City were Program Administrator, Nathan Johnson, Deputy City Attorney, Rick Ediger, City Economic Development Director, Starr Lehl, and City Finance Director, Liz Hilyard.

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. Item 6 was removed from the Agenda. There were no other changes in the Agenda, nor were there any citizens with business not scheduled on the Agenda.

It was moved by Hadden and seconded by Marx that the Minutes of the December 8, 2017 Committee Meeting be approved. Voting yes: Trumbull, Hadden, Marx, and Schaff. Voting no: None.

An Application for Assistance from Lamp Public Relations & Marketing, LLC was presented. Present on behalf of the Applicant was Jody Lamp, President of the Applicant. Also present in support of the Applicant was Kevin Kelley. The Applicant is requesting support for a project which has been titled "Legacy Project 2019". Funds will be used with respect to a commemorative documentary film project, along with an educational "Circle Tour" booklet. Specifically, the project will honor and commemorate the upbringing and life of John A. Nerud. Mr. Nerud was born near Lake Minatare and was a 1931 Minatare High School graduate. He was known to be one of America's most accomplished and revered thoroughbred horse trainers and breeders. The Applicant has already received funding from several local businesses and a grant from Nebraska Humanities Council. It was indicated that the City does not currently have the production of films as an eligible activity under its Economic Development Plan. However, this type of activity can be added by the Plan upon recommendation of the Citizen Advisory Review Committee and approval by the City Council. The Members present indicated they would generally be supportive of a grant to the project if the production of films is added to the City's Economic Development Program. City staff will pursue consideration of the addition of film production to the City's Economic Development Plan.

Consideration of the Application of Mitchell Health Center, Inc. ("MHC") had previously been tabled by the Committee. It was moved by Schaff and seconded by Marx to remove this matter from the table. Voting yes: Trumbull, Hadden, Marx, and Schaff. Voting no: None. Since the December 8th meeting, the Application had been amended to add Rural Health Development, Inc. ("RHD") as a Co-Applicant. In addition, a spreadsheet was presented which showed the proposed

flow of funds. Following additional discussion, it was moved by Schaff and seconded by Marx that a grant be awarded to the Applicants in the amount of \$306,400, to be paid at the rate of \$6,383.33 monthly, retroactive to September 2017. Payments would continue for a total of four years. The Grant is contingent upon the City of Mitchell renegotiating its agreement with RHD. In addition, RHD must maintain all required licensing, continue to be accredited for Medicare and Medicaid patients, and not be in default with the City of Mitchell with their agreement to operate the Mitchell Health Center. Voting yes: Trumbull, Hadden, Marx, and Schaff. Voting no: None.

Due to prior commitments of Committee Members, discussion regarding the Gering Industrial Park Agreement will be postponed to a later meeting.

City Manager Johnson indicated that the reason why the Application for Pioneer Animal Health Clinic was removed from the Agenda was due to the fact that all but two of the Committee Members had conflicts of interest. As a result, there would not have been sufficient votes to make a recommendation. The Committee currently has one alternate (Dave Schaff) and has a vacancy for a second alternate. The City Manager invited Committee Members to make suggestions as to individuals to fill that alternate position. The plan is to nominate an additional alternate to be approved at the City Council's January 2nd meeting. Once the alternate is approved, this Application will be placed on the Agenda of a future meeting.

The meeting was then adjourned at 9:23 a.m.

Nathan Johnson, Program Administrator

ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT

This Agreement is made on January ____, 2018, between the City of Scottsbluff, Nebraska (the “City”) and Rural Health Development, Inc. and Mitchell Health Care, Inc. (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 Council (the “Council”) have reviewed the Application. The Council has determined that a grant (the “Grant”) be awarded to the Applicants from the City of Scottsbluff Economic Development Fund (the “Fund”) as provided for in this Agreement.
- d. The parties now desire to enter into this Agreement for the purpose of setting out the terms and conditions of the Grant.

Agreement:

1. Purpose of Grant and Application of Funds:

- a. The Applicants operate and provide services under contract to the City of Mitchell for the operation of the Mitchell Care Center (the “Center”). The Center serves residents from western Nebraska and neighboring states.
- b. The Grant will be used to provide funding to pay management fees, job training and technical assistance, as provided for in the revised Application.

2. Amount of Grant:

The amount of the Grant awarded to the Applicants is \$306,400. The Grant shall be payable from the Fund at the rate of \$6,383.33 per month retroactive to September 2017, as follows:

- a. \$38,300 shall be payable at the Closing (the “Closing Payment”). The Closing Payment represents payments for the 6 month period from September 2017 through February 2018.

b. All future monthly payments (each, an “Additional Payment”) shall be paid on or before the 15th day of each month beginning March 2018 and ending in August 2021.

3. Closing:

As soon as the Applicants have satisfied the conditions to the Closing, the Closing Payment shall be scheduled as a claim at the next Council meeting for which the matter may be reasonably scheduled. The Closing, to include delivery of the Closing payment, shall then occur within 10 business days after the Council has approved the claim for the Closing Payment.

4. Representations and Warranties of the Applicant:

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

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

b. 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.

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

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

5. Representations and Warranties of the City:

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

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

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

6. Certification of the Applicant:

The Applicants certify to the City that they have not filed nor do they intend to file an application with the Department of Revenue to receive tax incentives under the Nebraska Advantage Act for the Center.

7. Conditions to Closing:

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

- a. All representations and warranties of the Applicants shall be true as of the Closing.
- b. The Applicants shall have delivered to the City:
 - (1) Evidence of Good Standing of the Applicants from the Nebraska Secretary of State.
 - (2) A copy of the current and correct Articles of Incorporation and Bylaws of the Applicants certified by their respective secretaries to be correct;
 - (3) Certified resolutions of the directors of the Applicants authorizing the Applicants entering into this Agreement and providing for signature authority.
- c. Rural Health Development, Inc. shall have entered into a new or amended Agreement with the City concerning the operation of the Center.
- d. 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 Closing.
- e. There shall have been no material adverse change in the operation or financial status of the Applicants and the Closing shall constitute the Applicant's representations that there has been no such material adverse change.
- f. In accepting each Additional Payment under this Agreement, the Applicants are considered to have represented that the above conditions have been satisfied and are continuing to be satisfied.

8. Early Termination:

- a. Both Applicants acting together shall have the right at any time to terminate their participation in the Program by notifying the Administrator in writing of their desire to do so.
- b. The Administrator shall have the right to terminate the Applicants' participation in the Program if the Applicants are in default of any of the terms and conditions of this Agreement, which default is not cured within 30 days of written notice by the Administrator.
- c. In the event of a termination as described in this paragraph, then the Applicants shall have no further right to receive Additional Payments.

9. Default:

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

- a. Failure to comply with any of the terms of this Agreement to include an assignment not permitted under this Agreement.
- b. Any warranty, representation or statement made or given to the City by the Applicants proves to have been false in any material respect when made or given.
- c. Dissolution or liquidation of any the Applicants, the termination of existence, insolvency, business failure, appointment of a receiver, assignment for the benefit of creditors, or bankruptcy of the Applicant.
- d. Rural Health Development, Inc. ceases to operate the Center, is no longer licensed to operate the Center, or is no longer eligible to receive payment for Medicare and/or Medicaid patients.
- e. Either of the Applicants are in default in their agreements with the City of Mitchell.

10. 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 their interest in this Agreement without the consent of the Administrator. Assignment shall include a transfer of stock of the Applicants so that Ron Ross does not own at least 51% of the stock of either or both Applicants

11. Confidentiality:

It is agreed that this Agreement and its terms are public record and are not confidential. However, the City agrees to take reasonable steps to insure that any financial and proprietary

information provided in connection with this Agreement by the Applicant shall remain confidential and shall not be revealed or disclosed to outside sources unless the information is public knowledge, is independently developed, or is required to be disclosed by law or legal process.

12. Notices:

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

a. If to the City:

City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361
Attention: City Manager
Email: njohnson@scottsbluff.org

b. If to the Applicants:

Rural Health Development, Inc.
Mitchell Health Center, Inc.
[Address]

Attention: Ron Ross
Email: ron.ross@rhdconsult.com

With a copy to:

City of Mitchell
1280 Center Ave
Mitchell, NE 69357
Attention: City Administrator
Email: cityadmin@mitchellcity.net

13. 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.

[Signatures on Following Page]

**Signature Page to Economic Development Assistance Agreement between
the City of Scottsbluff, Nebraska, Rural Health Development, Inc.
and Mitchell Health Center, Inc.**

City of Scottsbluff, Nebraska

Rural Health Development, Inc.

By: _____
Economic Development
Program Administrator

By: _____
Ron Ross, President

Mitchell Health Center, Inc.

By: _____
Ron Ross, President

City of Scottsbluff, Nebraska

Tuesday, January 2, 2018

Regular Meeting

Item Reports2

Council to receive an update on the Monument Valley Pathway project.

Staff Contact: Mark Bohl, Public Works Director