

**CITY OF SCOTTSBLUFF  
CITY COUNCIL AGENDA**

**Regular Meeting  
May 7, 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 April 16, 2018 Regular Meeting.
  - b) Approve absence of Council Member McCarthy from the April 16, 2018 Council Meeting.
  - c) Council to set a public hearing for May 21, 2018 at 6:00 p.m. to receive a report from the LB840 Citizen Review Committee.
8. Claims:
  - a) Regular claims
9. Public Hearings:
  - a) Council to conduct a public hearing as scheduled for this date at 6:00 p.m. to consider a rezone of Lots 1-8, Dakota Preserve from agricultural to R-1B Rural Residential Estate Zone.
  - b) Council to approve Ordinance for the rezone of Lots 1-8, Block 1, Dakota Preserve.
  - c) Council to consider a final plat of Lots 1-8, Block 1, Dakota Preserve and approve the Resolution.
10. Petitions, Communications, Public Input:
  - a) Council to consider sewer back up claim from Jose Gutierrez at 1516 3rd Ave.

and make a recommendation to staff.

- b) Council to consider a Community Festival Permit for Cirrus House, Inc. at 1504 1st Ave. on May 26, 2018 for the Pony Express Ride Kickoff, including street closure, noise permit and Penny Carnival.
11. Reports from Staff, Boards & Commissions:
- a) Council to consider a contract with NBC Nebraska TV for PSA announcements and authorize Mayor to execute the contract.
  - b) Council to consider an Internet PSA agreement with KNEB and authorize Mayor to execute the contract.
  - c) Council to consider a Reimbursement Agreement with the Nebraska Commission on Law Enforcement and Criminal Justice for the Police Department car devices and authorize the Mayor to execute the agreement.
  - d) Council to discuss strategy on the potential purchase of property for the purpose of developing a landfill site with the City of Gering.
  - e) Council discussion and action regarding a potential location of a 5 Megawatt Solar Project.
  - f) Council to consider a request from Walther Investments, LLC, to substitute or release Deed of Trust as collateral in exchange for Guaranty of Walther Farms, LLC.
  - g) Council to consider an LB 840 Economic Development agreement Extension Request from Flyover Brewery.
  - h) Council to consider the approval of Bluffs Physical Therapy LB840 Economic Development Application.
  - i) Council to review the City Manager's 2018-2019 goals and salary comparisons and take action regarding the City Manager's evaluation.
12. Public Comments: The purpose of this agenda item is to allow for public comment of items for potential discussion at a future Council Meeting. Comments brought to the Council are for information only. The Council will not take any action on the item except for referring it to staff to address or placement on a future Council Agenda. This comment period will be limited to three (3) minutes per person
13. Council reports (informational only):
14. Scottsbluff Youth Council Representative report (informational only):
15. Adjournment.

# **City of Scottsbluff, Nebraska**

**Monday, May 7, 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: Cindy Dickinson, City Clerk**

# **City of Scottsbluff, Nebraska**

**Monday, May 7, 2018**

**Regular Meeting**

## **Item Consent1**

**Approve the minutes of the April 16, 2018 Regular Meeting.**

**Staff Contact: Cindy Dickinson, City Clerk**

Regular Meeting  
April 16, 2018

The Scottsbluff City Council met in a regular meeting on April 16, 2018 at 6:00 p.m. in the Council Chambers of City Hall, 2525 Circle Drive, Scottsbluff. A notice of the meeting had been published on April 13, 2018, in the Star Herald, a newspaper published and of general circulation in the City. The notice stated the date, hour and place of the meeting, that the meeting would be open to the public, that anyone with a disability desiring reasonable accommodations to attend the Council meeting should contact the City Clerk's Office, and that an agenda of the meeting kept continuously current was available for public inspection at the office of the City Clerk in City Hall; provided, the City Council could modify the agenda at the meeting if it determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been emailed to each council member, made available to radio stations KNEB, KMOR, KOAQ, and television stations KSTF and NBC Nebraska, and the Star Herald. The notice was also available on the city's website on April 13, 2018.

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, Raymond Gonzales, Scott Shaver, and Jordan Colwell. Also present was City Manager Johnson and City Attorney Kent Hadenfeldt. Absent: Mark McCarthy.

Mayor Meininger asked if there were any changes to the agenda. Clerk Dickinson noted a minor change on item 13d. The text should read City of Crawford instead of Village of Crawford. Moved by Mayor Meininger, seconded by Council Member Colwell, "to change agenda item 13d to read City of Crawford instead of Village of Crawford," YEAS," Gonzales, Colwell, Meininger, Shaver. "NAYS," None. Absent: McCarthy.

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 Colwell, seconded by Council Member Gonzales that,

- a) "The Minutes of the April 2, 2018 Regular Meeting be approved,"
- b) "The April 30, 2018 Regular Council meeting be cancelled, as two regular meetings will have already been held in the month of April."
- c) "The bid specifications be approved for a new tractor for the Parks Department and authorize the City Clerk to advertise for bids to be received by 2:00 p.m., May 8, 2018."
- d) A public hearing be set for May 7, 2018 at 6:00 p.m. to consider a rezone of Lots 1-8, Dakota Preserve from agricultural to R-1B Rural Residential Estate Zone." "YEAS," Colwell, Meininger, and Gonzales. "NAYS," Shaver. Absent: McCarthy.

Moved by Council Member Shaver, seconded by Mayor Meininger, "that the following claims be approved and paid as provided by law out of the respective funds designated in the list of claims dated April 16, 2018, as on file with the City Clerk and submitted to the City Council," "YEAS," Meininger, Shaver, Gonzales, and Colwell. "NAYS," None. Absent: McCarthy.

#### CLAIMS

ACTION COMMUNICATIONS INC.,EQUIP MAINT-PD,960.83; AE SERVICES, LLC,BUILDING MTNC,636.57; ALARM SECURITY TECHNICIANS,CIP-PO-DATA SECURITY,284; ALLO

COMMUNICATIONS,LLC,LOCAL TELEPHONE CHARGES,4467.4; AMAZON.COM HEADQUARTERS,MISC.,231.67; ANITA'S GREENSCAPING INC,CONT. SRVCS.,242; ANTHEM SPORTS LLC,GROUND MAINT,174.97; ASSURITY LIFE INSURANCE CO,LIFE INS,32.95; AUTOZONE STORES, INC,EQUIP MTNC,97.78; B & H INVESTMENTS, INC,BLDG MAINT-PD,355.85; B&C STEEL CORPORATION,DEPT SUPPLIES,1801.56; BAIRD HOLM LLP,PROFESSIONAL SERVICES - RETIREMENT PLANS,1800; BEELINE SERVICE INC,LABOR TO BEND TUBING,71.56; BLR,ANNUAL SUBSCRIPTION,536.99; BLUFFS SANITARY SUPPLY INC.,JAN. SUP.,533.01; BSN SPORTS, INC,DEPT SUPP,975.64; BUD'S RADIATOR,EQUIP MTNC,287; CALM NIGHTS, LLC,SCHOOL & CONF,629.65; CAPITAL BUSINESS SYSTEMS INC.,CONT. SRVCS.,893.18; CARR- TRUMBULL LUMBER CO, INC.,KENO,1219.79; CELLCO PARTNERSHIP,CELL PHONES,182.67; CENTRAL STATES WIRE PRODUCTS INC.,DEPT SUPPLIES,1704; CHILD SUPPORT,CHILD SUPPORT,12; CHRIS BURBACH,NE CLERK INSTITUTE & ACADEMY EXPENSE,105; CITIBANK N.A.,OFFICE SUPPLIES,248.1; CITIBANK, N.A.,C.O. & SMOKE DETECTORS,127.05; CITY OF GERING,DISPOSAL FEES,45957.33; CLARK PRINTING LLC,DEPT SUPP,421.65; COMPUTER CONNECTION INC,RENT-MACH-PD,44; CONSOLIDATED MANAGEMENT COMPANY,SCHOOLS & CONF-PD,339.11; CONTRACTORS MATERIALS INC.,SUPP - EXP. JOINT, MARKERS,727.46; COPIER CONNECTION,CONT. SRVCS.,381; COZY, INC,CIP-PO-PATROL CARS,1600; CREDIT BUREAU OF COUNCIL BLUFFS,MONTHLY MEMBERSHIP FEE,50; CREDIT MANAGEMENT SERVICES INC.,WAGE ATTACHMENT,216.52; CROELL INC,DEPT SUP,163.71; CYNTHIA GREEN,DEP. SUP.,158.44; DALE'S TIRE & RETREADING, INC.,VEHICLE MTNC,2777.73; DICKINSON, CINDY,CLERK INSTITUTE & ACADEMY EXPENSE,218.48; DOOLEY OIL INC,OIL & ANTIFREEZE,136; DUANE E. WOHLERS,DISPOSAL FEES,900; ECONOMY GLASS CO.,EAST OVERLAND GRANT,8750; ENVIRONMENTAL RESOURCE ASSOCIATES,CONTRACTUAL SVC,997.04; FARMERS IRRIGATION DISTRICT,2018 O & M ASSESSMENT (SOCCER FIELD),2106; FASTENAL COMPANY,SUPP - SCREWS/BOLTS,127.6; FAT BOYS TIRE AND AUTO,EQUIP MTNC,963.48; FEDERAL EXPRESS CORPORATION,POSTAGE,116.95; FELSBURG HOLT & ULLEVIG, INC,CONTRACTUAL SVC,1250; FLOYD'S TRUCK CENTER, INC,VEHICLE MTNC,1002.85; FREMONT MOTOR SCOTTSBLUFF, LLC,EQUIP MTNC,334.19; FYR-TEK INC,AIR PACK TESTING,2671.13; GALLS INC,UNIFORMS-PD,410.79; GENERAL ELECTRIC CAPITAL CORPORATION,DEPT SUPP,194; GRAY TELEVISION GROUP INC,CONTRACTUAL SVC,695; GREAT PLAINS ONE CALL,CONTRACTUAL,151.59; HAWKINS, INC.,CHEMICALS,3297.85; HD SUPPLY FACILITIES MAINTENANCE LTD,DEPT SUP,255.88; HULLINGER GLASS & LOCKS INC.,BLDG MAINT,357.5; HYDRONIC WATER MANAGEMENT,EQUIP. MAIN.,425; IDEAL LAUNDRY AND CLEANERS, INC.,SUPP - MATS, TOWELS, SOAP,1275.91; INDEPENDENT PLUMBING AND HEATING, INC,BLDG MAINT,32.52; INGRAM LIBRARY SERVICES INC,BKS/AV,883.47; INTERNAL REVENUE SERVICE,WITHHOLDINGS,56604.98; INTERNATIONAL CODE COUNCIL, INC.,DEPT BOOK,54.95; INTRALINKS, INC,CONTRACT SERVICES - MARCH 2018,3904.85; INVENTIVE WIRELESS OF NE, LLC,CONTRACTUAL,9.95; JOHN DEERE FINANCIAL,DEPT SUPP,114.96; JOHN DEERE FINANCIAL,DEPT SUPP,114.95; JOHN DEERE FINANCIAL,EQUIP MAINT,544.86; KNOW HOW LLC,EQUIP MTNC,1084.48; KRIZ DAVIS,LIGHTS FOR SHOP BUILDINGS,1068.95; LAWSON PRODUCTS, INC,DEPT SUPPLIES,118.08; LEXISNEXIS RISK DATA MANAGEMENT,CONSULTING-PD,100; LOGAN CONTRACTORS SUPPLY INC,STREET

REPAIR SUPP - DETACK,104.49; MADISON NATIONAL LIFE,LIFE/DISABILITY INS,2035.67; MATHESON TRI-GAS INC,RENT - MACHINES,49.99; MENARDS, INC,GROUND MAINT,941.53; MIDLAND FUNDING LLC,WAGE ATTACHMENT,1052.86; MIDLANDS NEWSPAPERS, INC,LEGAL PUBLISHING,4367.32; MONUMENT PREVENTION COALITION,CONTRACTUAL-PD,1879.88; MUNIMETRIX SYSTEMS CORP,IMAGESILO - MARCH 2018,39.99; NE CHILD SUPPORT PAYMENT CENTER,NE CHILD SUPPORT PYBLE,2121.43; NE LAW ENFORCEMENT TRAINING CENTER,SCHOOLS & CONF-PD,135; NEBRASKA RURAL WATER ASSOCIATION, SCHOOLS & CONF,275; NEBRASKA INTERACTIVE, LLC,DRIVERS LICENSE REQ,3; NEBRASKA MUNICIPAL POWER POOL,MEMBER DUES,4941.31; NEBRASKA PUBLIC POWER DISTRICT,ELECTRIC, 39541.86; NEMNICH AUTOMOTIVE,EQUIP MTNC,79.5; NETWORKFLEET, INC,MONTHLY GPS SERVICE,18.95; NORTHERN LAKE SERVICE, INC,SAMPLES,504; OCLC ONLINE COMPUTER LIBRARY CENTER, INC,CONT. SRVCS.,351.32; PANHANDLE COOPERATIVE ASSOCIATION,OTHER FUELS,17079.22; PANHANDLE ENVIRONMENTAL SERVICES INC,CONTRACTUAL SVC,230.5; PANHANDLE RC&D,DUES (2016 & 2017),100; PIPE WORKS,TRUCK BAY PLUMBING LEAK,180; PLATTE VALLEY BANK,HEALTH SAVINGS ACCOUNT,15069.31; POSTMASTER,POSTAGE,623.33; PRAISE WINDOWS INC,BLDG. MAIN.,645; PRO OVERHEAD DOOR,BUILDING MTNC,503; PROTEX CENTRAL, INC.,THERMAL DETECTOR,170.62; QUILL CORPORATION,DEPT SUPP,127.96; RAILROAD MANAGEMENT CO III, LLC,RENT - LAND,214.01; REAMS SPRINKLER SUPPLY CO.,GROUND MAINT,1551.26; REGANIS AUTO CENTER, INC,EAST OVERLAND GRANT FUNDS,9678.3; REGIONAL CARE INC,CLAIMS,36978.15; REGIONAL WEST PHYSICIANS CLINIC,CONSULTING-PD,274; REGISTER OF DEEDS,LEGAL,82; ROALKVAN DREW, SCHOOLS & CONF-PD,640; S M E C,SMEC,173; SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,225; SCOTTSBLUFF BODY & PAINT,TOW SERVICE-PD,600; SCOTTSBLUFF POLICE OFFICERS ASSOCIATION,POLICE EE DUES,552; SCOTTSBLUFF PUB SCHOOLS,PERMIT & LICENSE FEES,7645; SCOTTSBLUFF SENIOR CENTER,SUPPORT - 3RD QTR,5750; SHERIFF'S OFFICE,LEGAL FEES-PD,190.34; SHERWIN WILLIAMS,WHITE, YELLOW, RED LATEX PAINT AND PAINT BEADS,22697.66; SIMMONS OLSEN LAW FIRM, P.C.,CONTRACTUAL SERVICES,10010.61; SIMON CONTRACTORS,CONCRETE FOR STREET REPAIR,3249.63; SNELL SERVICES INC.,ELECTRICAL,2507; SOUTHEAST CROSSINGS LLC,NAEM CONFERENCE LODGING,279; SPENCER, KEVIN,TUITION REIMBURSEMENT, 682.2; STARR LEHL,EXPENSE - NPPD SITE SELECTION & LOIS TRAINING,23.3; STATE OF NEBRASKA DEPT OF HEALTH,POOL PERMIT RENEWAL - WESTMOOR LAZY RIVER,40; TEXAS STATE DISBURSEMENT UNIT,CHILD SUPPORT,172.5; THE CHICAGO LUMBER COMPANY OF OMAHA INC,GRUND MAINT,88.56; THE COPIER NINJA LLC,EQUIP MAINT-PD,34.25; THE PEAVEY CORP,INVEST SUPPL-PD,173.05; TOYOTA MOTOR CREDIT CORPORATION,HIDTA CAR LEASE-PD,365.69; TRANS IOWA EQUIPMENT LLC,EQUIP MTNC,383.89; TYLER TECHNOLOGIES, INC,UB TRANSACTION FEES,2418.75; UNION BANK & TRUST, RETIREMENT,36177.48; UNIQUE MANAGEMENT SERVICES, INC,CONT. SRVCS.,98.45; US BANK,INTEREST - 2015 LEASE CORP BONDS,27328.93; US BANK,1080P NETWORK PROJECTOR,1948.36; VOGEL WEST, INC,BLDG MAINT,96.36; W & R INC,EQUIP MAINT,187.25; WESTERN TRAVEL TERMINAL, LLC,VEH MAINT-PD,348; YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE,YMCA,1824; ZM LUMBER INC,GROUND MAINT,43.43; UTILITIES REFUNDS: PLYMOUTH CHURCH, 21.19; CARMIKE CINEMAS, INC.,

160.11; KASSIDY HERNANDEZ, 21.30; MERIDIAN TRUST FCU; 27.26, HVS LLP, 6.73; JOY SOUCIE, 38.63.

City Manager Johnson went over the March Financial Report pointing out the closure of the Croell land sale, several bond payments including 2015 Chip Seal project and payment for the Public Safety and Library buildings. Mayor Meininger pointed out the City's fiscal year is October 1<sup>st</sup> to September 30<sup>th</sup> with budget workshops being held the last week of April and first week of May with department heads. The budget workshop for the public will be held on June 6, 2018 in the morning. The time is yet to be determined, due to software compatibility and whether it will connect to the library meeting room.

City Clerk Dickinson introduced Kim Wright, who was acquainted with the Council and gave a brief introduction about herself. Moved by Mayor Meininger, seconded by Council Member Shaver, "to appoint Kim Wright as the Deputy City Clerk," "YEAS," Shaver, Gonzales, Colwell, and Meininger. "NAYS," None. Absent: McCarthy.

City Manager Johnson explained that due to the vacancy of the Fire Chief position, there needs to be a Mutual Finance Organization (MFO) representative for the City of Scottsbluff. Justin Houstoun, who is a Captain with the Fire Department and who has attended MFO meetings is the staff recommendation to be appointed to the board. Moved by Council Member Gonzales, seconded by Council Member Colwell," to appoint Justin Houstoun as the Mutual Finance Organization (MFO) representative for the City of Scottsbluff," "YEAS", Gonzales, Colwell, Meininger, and Shaver. "NAYS", None. Absent: McCarthy.

Jeri Goodman with the Downtown Scottsbluff Association was present to answer questions regarding the "Farmers Market" at the 18<sup>th</sup> Street Downtown Plaza on Saturday mornings. Ms. Goodman explained that the market is self-sustaining and runs from 6/2/2018 to 9/29/2018 and offers both homegrown and homemade items for sale. There was concern from Council Member Shaver that nonfood items are not being taxed and that the City does not charge a fee for use of the plaza. City Manager Johnson explained that there is no fee charged because we want to generate activity to the downtown area. Ms. Goodman also noted, that two years ago, the time of the market had changed from 8:00 a.m. to 12:00 p.m.; which was more beneficial to the public and the downtown area as a whole. Moved by Council Member Colwell, seconded by Mayor Meininger, "to approve a Business Promotional Event Permit for the Downtown Scottsbluff Association, sponsors of the "Farmers Market" at the 18<sup>th</sup> Street Downtown Plaza on Saturday mornings, 6/2/18-9/29/18; 8:00 a.m. to 12:00 p.m.," "YEAS," Colwell, Meininger, and Gonzales. "NAYS," Shaver. Absent: McCarthy.

Mr. Johnson started discussion regarding the bid for the Street Sweeper for the Transportation Department. Mr. Johnson explained that this item was budgeted as a CIP item for \$250,000.00. The current bid was for \$244,026.00 with a trade in value of the City's current "Broom Badger Sweeper" at \$80,000.00. Due to regular bearing maintenance, the current sweeper being too small, and the City being an MSF 4 Community, the City needs to purchase something bigger to meet its needs. Moved by Mayor Meininger, seconded by Council Member Shaver "to award the bid for the Street Sweeper for the Transportation Department to Nebraska Environmental Products in the amount of \$164,026.00," "YEAS," Shaver, Gonzales, Colwell, and Meininger. "NAYS," None. Absent: McCarthy.



City Manager Johnson presented the Ordinance regarding regulations for traffic upon the request of Regional West Medical Center for Rugger Drive during the construction of 42<sup>nd</sup> Street. Rugger Drive is a semipublic road that is owned and maintained by the hospital. Joanne Phillips, an employee of the hospital, expressed her concern for the safety of patients, staff, and visitors who will cross Rugger Drive during construction. There was also a question by Councilman Shaver if there would be extra liability to the City for this regulation. It was determined there would be no extra liability to the City and the Ordinance would be repealed after construction was completed. Because of the timing of the Ordinance and construction being started, the three readings of the Ordinance was asked to be waived by Mayor Meininger. Mayor Meininger introduced Ordinance No. 4228, which was read by title on first reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA ADDING A NEW SECTION TO CHAPTER 22, ARTICLE 2, THAT BEING SECTION 114, UNDER OTHER PLACES FOR SEMI-PUBLIC PLACES AND SPECIAL REGULATIONS FOR TRAFFIC UPON THE REQUEST OF REGIONAL WEST MEDICAL CENTER FOR RUGGER DRIVE, AMENDING THE SCOTTSBLUFF MUNICIPAL CODE, PROVIDING FOR PUBLICATION IN PAMPHLET FORM AND PROVIDING FOR AN EFFECTIVE DATE.**

Moved by Mayor Meininger, seconded by Council Member Shaver, "that the statutory rule requiring the Ordinance to be read by title on three different days be suspended," "YEAS", Colwell, Meininger, Shaver and Gonzales, "NAYS", Absent: McCarthy.

The motion carried having been approved by three-fourths of the Council Members. Moved by Mayor Meininger, seconded by Council Member Colwell, "that Ordinance No. 4228 be adopted," "YEAS", Colwell, Meininger, McCarthy, and Gonzales, "NAYS", Shaver. Absent: McCarthy.

Mayor Meininger read the Proclamation for Arbor Day 2018. There will be an Arbor Day presentation downtown where Mayor Meininger will read and sign the Proclamation on April 27, 2018.

Mr. Johnson presented the Landers Soccer Complex agreement to Council. The contract is for five years charging \$4,500.00 per year, per entity. Council Member Shaver expressed concern that the price was too low by not covering the cost to maintain the park. City Manager Johnson added that changing the cost is not feasible for some entities and is better than using the facilities for free; the area creates lots of prosperity, is primed for development and is well received by the community. Moved by Mayor Meininger, seconded by Council Member Colwell, "to approve the Landers Soccer Complex Agreement and authorize the Mayor to execute the agreement," "YEAS," Meininger, Gonzales, and Colwell. "NAYS," Shaver. Absent: McCarthy.

City Manager Johnson explained that sealed bids were requested for the 2008 Dodge one-ton truck at the Fire Department, however, no bids were received. It was requested at a prior meeting to be brought back to Council if the truck did not sell. One option is to have Valley Auto Locaters take the truck to auction for a fee of \$100.00 and then charging another \$100.00 for full detail, with a minimum bid set at auction. The second option, is to have Valley Auto Locaters sell the truck on their lot charging a \$1,000.00 consignment fee. Council Member Shaver asked why the City can't sell the truck at the Police auction on May 2, 2018 with a minimum bid of

\$23,000.00. After discussion, it was put into motion by Council Member Shaver, seconded by Council Member Gonzales “to approve selling the Fire Department 2008 Dodge one-ton truck at the Police Department auction on May 2, 2018 with minimum bid being \$23,000.00. If minimum bid is not met then Council will consider the two options by Valley Auto Locators,” “YEAS,” Shaver, Gonzales, Colwell, and Meininger. “NAYS,” None. Absent: McCarthy.

Mr. Johnson presented an agreement to sell a Federal Signal Thunderbolt Warning Siren to the City of Crawford for \$750.00. The siren being sold will be used for parts, since the City of Crawford has the same make and model of siren. Moved by Council Member Gonzales, seconded by Council Member Colwell, “to approve the agreement selling a Federal Signal Thunderbolt Warning Siren to the City of Crawford for \$750.00 and authorize the Mayor to sign the agreement,” “YEAS,” Gonzales, Colwell, Meininger, and Shaver. “NAYS,” None. Absent: McCarthy.

City Manager Johnson explained that at a previous Council Meeting there was a directive to combine all copier service agreements into one with Copier Connection; unfortunately that is not possible. Hence, the two agreements for the Police Department and Library are combined in one agenda item. The Police Department agreement is for \$520.00 with 21,000 copies and the Library agreement is for \$240.00 with 14,000 copies. Both agreements cover black and white copies only. Moved by Mayor Meininger, seconded by Council Member Shaver, “to approve the agreement with Copier Connection for the Police Department and Library and authorize the Mayor to execute the agreements,” “YEAS,” Colwell, Meininger, Shaver, and Gonzales. “NAYS,” None. Absent: McCarthy.

Ms. Lehl presented the Economic Assistance Agreement for American Doorstop Project Productions, LLC, which is a request for \$25,000.00 for helping fund the production of ‘Born to Rein’ a documentary film about the horseracing community. This film highlights John Nerud, a Minatare native who was one of the founders of The Breeders Cup. Ms. Lehl reminded the Council that this is more of a tourism project and will not only bring attention to our community, but dollars as well. Ms. Jody Lamp, producer of the film, believes this is a great opportunity for the City of Scottsbluff to take the lead to bring people here nationally. She works with different entities and is hiring a filmmaker from this area to help with the film. She believes Scottsbluff will be a great fit, because this is where John was born and raised. Moved by Council Member Colwell, seconded by Council Member Gonzales, “to approve the Economic Assistance Agreement for American Doorstop Project Productions, LLC, in the grant amount not to exceed \$25,000.00” “YEAS,” Gonzales, Colwell, and Meininger. “NAYS,” Shaver. Absent: McCarthy.

Mayor Meininger addressed the Council regarding the City Manager’s annual evaluation. He specified that this was to go over goals and objectives that City Manager Johnson set last year. After discussion, Mayor Meininger asked for goals and objectives set for next year to be brought to the next Council meeting. Also, the matter of salary was brought up with City Manager Johnson comparing his wage to other City Managers in the area, throughout the state

and the national average. Mayor Meininger asked that City Manager Johnson email his comparisons, which include longevity and performance based salaries, to the Council for review. Mayor Meininger, also asked City Manager Johnson to work on items of the ICMA Evaluation that were average, to enhance those to accelerate the City of Scottsbluff into next year. Based on those items, Mayor Meininger moved, “to give a positive vote of confidence to City Manager Johnson to lead the City into next year,” seconded by Council Member Colwell. “YEAS,” Shaver, Gonzales, Colwell, and Meininger. “NAYS,” None. Absent: McCarthy.

Under public comments, Starr Lehl reminded everyone that Scottsbluff has been approved for an Opportunity Zone, the only city west of North Platte to be awarded this honor. Also PADD did get the Rural Work Force Housing Fund Grant submitted and was awarded the full amount of \$250,000.00. Scottsbluff’s portion of this grant was \$580,000.00 of the one million dollars.

Under Council reports, Mayor Meininger reported the Senior Center is still adjusting to the bus routes and on Tuesday the 911 task force will be looking at funds for CAD. Council Member Shaver reported for Youth Council that prom is this weekend and graduation is coming in three weeks.

Moved by Council Member Shaver, seconded by Council Member Colwell, “to adjourn the meeting at 7:10 p.m.,” “YEAS,” Gonzales, Colwell, Meininger, and Shaver. “NAYS,” None. Absent: McCarthy.

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Mayor

Attest:

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Deputy City Clerk  
“SEAL”

# **City of Scottsbluff, Nebraska**

**Monday, May 7, 2018**

**Regular Meeting**

## **Item Consent2**

**Approve absence of Council Member McCarthy from the April 16, 2018 Council Meeting.**

**Staff Contact: Cindy Dickinson, City Clerk**

# **City of Scottsbluff, Nebraska**

**Monday, May 7, 2018**

**Regular Meeting**

## **Item Consent3**

**Council to set a public hearing for May 21, 2018 at 6:00 p.m. to receive a report from the LB840 Citizen Review Committee.**

**Staff Contact: Liz Hilyard, Finance Director**

# **City of Scottsbluff, Nebraska**

**Monday, May 7, 2018**

**Regular Meeting**

## **Item Claims1**

### **Regular claims**

**Staff Contact: Liz Hilyard, Finance Director**



# Expense Approval Report

By Vendor Name

Post Dates 04/17/2018 - 05/07/2018

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: 01184 - ACCURACY INC</b>					
<b>Fund: 218 - PUBLIC SAFETY</b>					
CIP-PO-3 DUTY HAND GUNS	EQUIPMENT				1,780.00
				<b>Fund 218 - PUBLIC SAFETY Total:</b>	<b>1,780.00</b>
				<b>Vendor 01184 - ACCURACY INC Total:</b>	<b>1,780.00</b>
<b>Vendor: 09663 - ALARM SECURITY TECHNICIANS</b>					
<b>Fund: 111 - GENERAL</b>					
CONTRACTUAL-PD	CONTRACTUAL SERVICES				14.95
				<b>Fund 111 - GENERAL Total:</b>	<b>14.95</b>
				<b>Vendor 09663 - ALARM SECURITY TECHNICIANS Total:</b>	<b>14.95</b>
<b>Vendor: 05887 - ALLO COMMUNICATIONS,LLC</b>					
<b>Fund: 111 - GENERAL</b>					
LOCAL TELEPHONE CHARGES	TELEPHONE				268.37
LOCAL TELEPHONE CHARGES	TELEPHONE				69.66
LOCAL TELEPHONE CHARGES	TELEPHONE				68.16
LOCAL TELEPHONE CHARGES	TELEPHONE				37.24
LOCAL TELEPHONE CHARGES	TELEPHONE				160.00
LOCAL TELEPHONE CHARGES	TELEPHONE				177.14
LOCAL TELEPHONE CHARGES	TELEPHONE				392.54
LOCAL TELEPHONE CHARGES	TELEPHONE				1,587.87
LOCAL TELEPHONE CHARGES	TELEPHONE				518.01
LOCAL TELEPHONE CHARGES	TELEPHONE				212.39
LOCAL TELEPHONE CHARGES	TELEPHONE				14.70
				<b>Fund 111 - GENERAL Total:</b>	<b>3,506.08</b>
<b>Fund: 212 - TRANSPORTATION</b>					
LOCAL TELEPHONE CHARGES	TELEPHONE				347.44
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>347.44</b>
<b>Fund: 213 - CEMETERY</b>					
LOCAL TELEPHONE CHARGES	TELEPHONE				69.66
				<b>Fund 213 - CEMETERY Total:</b>	<b>69.66</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
LOCAL TELEPHONE CHARGES	TELEPHONE				162.97
				<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>	<b>162.97</b>
<b>Fund: 631 - WASTEWATER</b>					
LOCAL TELEPHONE CHARGES	TELEPHONE				136.23
				<b>Fund 631 - WASTEWATER Total:</b>	<b>136.23</b>
<b>Fund: 641 - WATER</b>					
LOCAL TELEPHONE CHARGES	TELEPHONE				102.98
				<b>Fund 641 - WATER Total:</b>	<b>102.98</b>
<b>Fund: 661 - STORMWATER</b>					
LOCAL TELEPHONE CHARGES	TELEPHONE				34.91
				<b>Fund 661 - STORMWATER Total:</b>	<b>34.91</b>
<b>Fund: 721 - GIS SERVICES</b>					
LOCAL TELEPHONE CHARGES	TELEPHONE				34.24
				<b>Fund 721 - GIS SERVICES Total:</b>	<b>34.24</b>
<b>Fund: 725 - CENTRAL GARAGE</b>					
LOCAL TELEPHONE CHARGES	TELEPHONE				92.45
				<b>Fund 725 - CENTRAL GARAGE Total:</b>	<b>92.45</b>
				<b>Vendor 05887 - ALLO COMMUNICATIONS,LLC Total:</b>	<b>4,486.96</b>

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: 03711 - AMAZON.COM HEADQUARTERS</b>					
<b>Fund: 111 - GENERAL</b>					
DEPT SUPP	DEPARTMENT SUPPLIES				431.98
Misc.	DEPARTMENT SUPPLIES				352.06
Misc.	AUDIOVISUAL SUPPLIES				397.14
Misc.	BOOKS				213.74
Misc.	PROGRAMMING				109.05
<b>Fund 111 - GENERAL Total:</b>					<b>1,503.97</b>
<b>Vendor 03711 - AMAZON.COM HEADQUARTERS Total:</b>					<b>1,503.97</b>
<b>Vendor: 06781 - ASSURITY LIFE INSURANCE CO</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
LIFE INSURANCE	LIFE INS EE PAYABLE				32.95
<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>					<b>32.95</b>
<b>Vendor 06781 - ASSURITY LIFE INSURANCE CO Total:</b>					<b>32.95</b>
<b>Vendor: 01986 - AULICK LEASING CORP</b>					
<b>Fund: 111 - GENERAL</b>					
GROUND MAINT	GROUNDS MAINTENANCE				526.31
GROUND MAINT	GROUNDS MAINTENANCE				546.56
<b>Fund 111 - GENERAL Total:</b>					<b>1,072.87</b>
<b>Vendor 01986 - AULICK LEASING CORP Total:</b>					<b>1,072.87</b>
<b>Vendor: 04575 - AUTOZONE STORES, INC</b>					
<b>Fund: 725 - CENTRAL GARAGE</b>					
equip mtnc	EQUIPMENT MAINTENANCE				142.99
equip mtnc	EQUIPMENT MAINTENANCE				170.00
<b>Fund 725 - CENTRAL GARAGE Total:</b>					<b>312.99</b>
<b>Vendor 04575 - AUTOZONE STORES, INC Total:</b>					<b>312.99</b>
<b>Vendor: 00295 - B &amp; H INVESTMENTS, INC</b>					
<b>Fund: 111 - GENERAL</b>					
BLDG MAINT-PD	BUILDING MAINTENANCE				10.75
BLDG MAINT-PD	BUILDING MAINTENANCE				10.75
Dep. sup. - LIBRARY	DEPARTMENT SUPPLIES				50.00
BLDG MAINT-PD	BUILDING MAINTENANCE				10.75
BLDG MAINT-PD	BUILDING MAINTENANCE				10.75
<b>Fund 111 - GENERAL Total:</b>					<b>93.00</b>
<b>Fund: 212 - TRANSPORTATION</b>					
SUPP - WATER	DEPARTMENT SUPPLIES				30.50
SUPP - WATER	DEPARTMENT SUPPLIES				23.50
<b>Fund 212 - TRANSPORTATION Total:</b>					<b>54.00</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
dept supplies	DEPARTMENT SUPPLIES				32.00
dept supplies	DEPARTMENT SUPPLIES				30.50
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>					<b>62.50</b>
<b>Vendor 00295 - B &amp; H INVESTMENTS, INC Total:</b>					<b>209.50</b>
<b>Vendor: 09716 - BLACK HILLS GAS DISTRIBUTION LLC</b>					
<b>Fund: 111 - GENERAL</b>					
Monthly Energy Bill	HEATING FUEL				314.98
Monthly Energy Bill	HEATING FUEL				180.15
Monthly Energy Bill	HEATING FUEL				116.04
Monthly Energy Bill	HEATING FUEL				180.15
Monthly Energy Bill	HEATING FUEL				242.77
Monthly Energy Bill	HEATING FUEL				587.56
Monthly Energy Bill	HEATING FUEL				132.56
<b>Fund 111 - GENERAL Total:</b>					<b>1,754.21</b>
<b>Fund: 212 - TRANSPORTATION</b>					
Monthly Energy Bill	HEATING FUEL				1,217.47
<b>Fund 212 - TRANSPORTATION Total:</b>					<b>1,217.47</b>



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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
Monthly Energy Bill	HEATING FUEL				470.75
					<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>
					<b>470.75</b>
<b>Fund: 641 - WATER</b>					
Monthly Energy Bill	HEATING FUEL				138.13
					<b>Fund 641 - WATER Total:</b>
					<b>138.13</b>
<b>Fund: 725 - CENTRAL GARAGE</b>					
Monthly Energy Bill	HEATING FUEL				177.63
					<b>Fund 725 - CENTRAL GARAGE Total:</b>
					<b>177.63</b>
					<b>Vendor 09716 - BLACK HILLS GAS DISTRIBUTION LLC Total:</b>
					<b>3,758.19</b>
<b>Vendor: 00405 - BLUFFS SANITARY SUPPLY INC.</b>					
<b>Fund: 111 - GENERAL</b>					
Jan. sup.	JANITORIAL SUPPLIES				84.90
DEPT SUPPL-PD	DEPARTMENT SUPPLIES				74.15
DEPT SUPPL-PD	DEPARTMENT SUPPLIES				74.14
Jan. sup.	JANITORIAL SUPPLIES				278.80
Jan. sup.	JANITORIAL SUPPLIES				52.99
					<b>Fund 111 - GENERAL Total:</b>
					<b>564.98</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
dept supplies	DEPARTMENT SUPPLIES				144.25
					<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>
					<b>144.25</b>
					<b>Vendor 00405 - BLUFFS SANITARY SUPPLY INC. Total:</b>
					<b>709.23</b>
<b>Vendor: 00091 - BSN SPORTS, INC</b>					
<b>Fund: 111 - GENERAL</b>					
GROUND MAINT	GROUNDS MAINTENANCE				975.65
					<b>Fund 111 - GENERAL Total:</b>
					<b>975.65</b>
					<b>Vendor 00091 - BSN SPORTS, INC Total:</b>
					<b>975.65</b>
<b>Vendor: 09897 - CANDY BARN EXPRESS, LLC</b>					
<b>Fund: 224 - ECONOMIC DEVELOPMENT</b>					
LB840 FUNDS	ECONOMIC DEVELOPMENT				50,000.00
					<b>Fund 224 - ECONOMIC DEVELOPMENT Total:</b>
					<b>50,000.00</b>
					<b>Vendor 09897 - CANDY BARN EXPRESS, LLC Total:</b>
					<b>50,000.00</b>
<b>Vendor: 00735 - CAPITAL BUSINESS SYSTEMS INC.</b>					
<b>Fund: 111 - GENERAL</b>					
CONTRACTUAL-PD	CONTRACTUAL SERVICES				38.00
					<b>Fund 111 - GENERAL Total:</b>
					<b>38.00</b>
					<b>Vendor 00735 - CAPITAL BUSINESS SYSTEMS INC. Total:</b>
					<b>38.00</b>
<b>Vendor: 07911 - CELLCO PARTNERSHIP</b>					
<b>Fund: 111 - GENERAL</b>					
Cell Phone	CELLULAR PHONE				53.96
CELL PHONES-PD	TELEPHONE				363.07
					<b>Fund 111 - GENERAL Total:</b>
					<b>417.03</b>
					<b>Vendor 07911 - CELLCO PARTNERSHIP Total:</b>
					<b>417.03</b>
<b>Vendor: 04990 - CENCON, LLC</b>					
<b>Fund: 641 - WATER</b>					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				750.00
					<b>Fund 641 - WATER Total:</b>
					<b>750.00</b>
					<b>Vendor 04990 - CENCON, LLC Total:</b>
					<b>750.00</b>
<b>Vendor: 02396 - CITIBANK N.A.</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
OFFICE SUPP - PAPER	DEPARTMENT SUPPLIES				83.98
					<b>Fund 212 - TRANSPORTATION Total:</b>
					<b>83.98</b>

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
dept supplies	DEPARTMENT SUPPLIES				113.97
				<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>	<b>113.97</b>
<b>Fund: 631 - WASTEWATER</b>					
DEPT SUP	DEPARTMENT SUPPLIES				69.28
				<b>Fund 631 - WASTEWATER Total:</b>	<b>69.28</b>
<b>Fund: 661 - STORMWATER</b>					
POSTAGE	POSTAGE				13.51
DEPT SUP	DEPARTMENT SUPPLIES				20.08
				<b>Fund 661 - STORMWATER Total:</b>	<b>33.59</b>
				<b>Vendor 02396 - CITIBANK N.A. Total:</b>	<b>300.82</b>
<b>Vendor: 05859 - CITIBANK, N.A.</b>					
<b>Fund: 111 - GENERAL</b>					
DEPT SUPP	DEPARTMENT SUPPLIES				158.94
				<b>Fund 111 - GENERAL Total:</b>	<b>158.94</b>
				<b>Vendor 05859 - CITIBANK, N.A. Total:</b>	<b>158.94</b>
<b>Vendor: 03010 - COLONIAL LIFE &amp; ACCIDENT INSURANCE COMPANY</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
LIFE & ACCIDENT INS	LIFE INS EE PAYABLE				22.75
LIFE & ACCIDENT INS	DIS INC INS EE PAYABLE				25.95
				<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>	<b>48.70</b>
				<b>Vendor 03010 - COLONIAL LIFE &amp; ACCIDENT INSURANCE COMPANY Total:</b>	<b>48.70</b>
<b>Vendor: 02995 - CONSOLIDATED MANAGEMENT COMPANY</b>					
<b>Fund: 111 - GENERAL</b>					
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE				72.50
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE				63.15
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE				3.94
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE				12.68
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE				3.94
				<b>Fund 111 - GENERAL Total:</b>	<b>156.21</b>
				<b>Vendor 02995 - CONSOLIDATED MANAGEMENT COMPANY Total:</b>	<b>156.21</b>
<b>Vendor: 00267 - CONTRACTORS MATERIALS INC.</b>					
<b>Fund: 111 - GENERAL</b>					
GROUND MAINT	BUILDING MAINTENANCE				587.02
				<b>Fund 111 - GENERAL Total:</b>	<b>587.02</b>
<b>Fund: 212 - TRANSPORTATION</b>					
SUPP - FIBER EXP JOINT	DEPARTMENT SUPPLIES				205.80
SUPP - FIBER EXP. JOINT	DEPARTMENT SUPPLIES				68.60
PALLET JACK	DEPARTMENT SUPPLIES				441.00
SIGN SUPP - BANDING	DEPARTMENT SUPPLIES				181.26
SUPP - SOLVEX GLOVES	DEPARTMENT SUPPLIES				29.17
SUPP - INVERTED PAINT	DEPARTMENT SUPPLIES				12.65
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>938.48</b>
<b>Fund: 213 - CEMETERY</b>					
DEPT SUPP	DEPARTMENT SUPPLIES				268.52
				<b>Fund 213 - CEMETERY Total:</b>	<b>268.52</b>
				<b>Vendor 00267 - CONTRACTORS MATERIALS INC. Total:</b>	<b>1,794.02</b>
<b>Vendor: 09824 - CORE &amp; MAIN LP</b>					
<b>Fund: 641 - WATER</b>					
METERS	METERS				666.76
METERS	METERS				43,069.32
				<b>Fund 641 - WATER Total:</b>	<b>43,736.08</b>
				<b>Vendor 09824 - CORE &amp; MAIN LP Total:</b>	<b>43,736.08</b>

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: 06564 - CREDIT MANAGEMENT SERVICES INC.</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
WAGE ATTACHMENT	WAGE ATTACHMENT EE PAY				216.52
WAGE ATTACHMENT	WAGE ATTACHMENT EE PAY				216.52
<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>					<b>433.04</b>
<b>Vendor 06564 - CREDIT MANAGEMENT SERVICES INC. Total:</b>					<b>433.04</b>
<b>Vendor: 09767 - CROELL INC</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
CONCRETE FOR STREET REPAIRS	STREET MAINTENANCE				525.00
<b>Fund 212 - TRANSPORTATION Total:</b>					<b>525.00</b>
<b>Fund: 641 - WATER</b>					
DEPT SUP	DEPARTMENT SUPPLIES				218.28
<b>Fund 641 - WATER Total:</b>					<b>218.28</b>
<b>Vendor 09767 - CROELL INC Total:</b>					<b>743.28</b>
<b>Vendor: 07689 - CYNTHIA GREEN</b>					
<b>Fund: 111 - GENERAL</b>					
DEPT SUPP	DEPARTMENT SUPPLIES				2.59
Dep. sup.	DEPARTMENT SUPPLIES				118.00
DEPT SUPP	DEPARTMENT SUPPLIES				24.92
Dep. sup	DEPARTMENT SUPPLIES				4.99
DEPT SUPP	DEPARTMENT SUPPLIES				13.39
DEPT SUPP	DEPARTMENT SUPPLIES				8.79
<b>Fund 111 - GENERAL Total:</b>					<b>172.68</b>
<b>Fund: 631 - WASTEWATER</b>					
DEPT SUP	DEPARTMENT SUPPLIES				101.65
<b>Fund 631 - WASTEWATER Total:</b>					<b>101.65</b>
<b>Fund: 641 - WATER</b>					
DEPT SUP	DEPARTMENT SUPPLIES				101.65
<b>Fund 641 - WATER Total:</b>					<b>101.65</b>
<b>Vendor 07689 - CYNTHIA GREEN Total:</b>					<b>375.98</b>
<b>Vendor: 00234 - D &amp; H ELECTRONICS INC.</b>					
<b>Fund: 641 - WATER</b>					
DEPT SUP	DEPARTMENT SUPPLIES				48.16
<b>Fund 641 - WATER Total:</b>					<b>48.16</b>
<b>Vendor 00234 - D &amp; H ELECTRONICS INC. Total:</b>					<b>48.16</b>
<b>Vendor: 03321 - DALE'S TIRE &amp; RETREADING, INC.</b>					
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
vehicle mtnc	VEHICLE MAINTENANCE				1,153.98
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>					<b>1,153.98</b>
<b>Vendor 03321 - DALE'S TIRE &amp; RETREADING, INC. Total:</b>					<b>1,153.98</b>
<b>Vendor: 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE</b>					
<b>Fund: 111 - GENERAL</b>					
Monthly Long Distance	TELEPHONE				8.03
Monthly Long Distance	TELEPHONE				4.54
Monthly Long Distance	TELEPHONE				14.33
Monthly Long Distance	TELEPHONE				1.81
Monthly Long Distance	TELEPHONE				5.49
Monthly Long Distance	TELEPHONE				6.17
Monthly Long Distance	TELEPHONE				60.32
Monthly Long Distance	TELEPHONE				20.96
Monthly Long Distance	TELEPHONE				2.35
Monthly Long Distance	TELEPHONE				2.35
LONG DISTANCE	TELEPHONE				5.24
<b>Fund 111 - GENERAL Total:</b>					<b>131.59</b>

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Fund: 212 - TRANSPORTATION</b>					
Monthly Long Distance	TELEPHONE				7.37
					Fund 212 - TRANSPORTATION Total:
					<u>7.37</u>
<b>Fund: 213 - CEMETERY</b>					
Monthly Long Distance	TELEPHONE				2.36
					Fund 213 - CEMETERY Total:
					<u>2.36</u>
<b>Fund: 224 - ECONOMIC DEVELOPMENT</b>					
Monthly Long Distance	TELEPHONE				8.11
					Fund 224 - ECONOMIC DEVELOPMENT Total:
					<u>8.11</u>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
Monthly Long Distance	TELEPHONE				4.16
					Fund 621 - ENVIRONMENTAL SERVICES Total:
					<u>4.16</u>
<b>Fund: 631 - WASTEWATER</b>					
Monthly Long Distance	TELEPHONE				2.36
					Fund 631 - WASTEWATER Total:
					<u>2.36</u>
<b>Fund: 641 - WATER</b>					
Monthly Long Distance	TELEPHONE				2.78
					Fund 641 - WATER Total:
					<u>2.78</u>
<b>Fund: 661 - STORMWATER</b>					
Monthly Long Distance	TELEPHONE				1.87
					Fund 661 - STORMWATER Total:
					<u>1.87</u>
<b>Fund: 721 - GIS SERVICES</b>					
Monthly Long Distance	TELEPHONE				0.47
					Fund 721 - GIS SERVICES Total:
					<u>0.47</u>
<b>Fund: 725 - CENTRAL GARAGE</b>					
Monthly Long Distance	TELEPHONE				1.78
					Fund 725 - CENTRAL GARAGE Total:
					<u>1.78</u>
					Vendor 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE Total:
					<u>162.85</u>
<b>Vendor: 09901 - DAVIS LARRY</b>					
<b>Fund: 111 - GENERAL</b>					
CONTRACTUAL	CONTRACTUAL SERVICES				1,000.00
					Fund 111 - GENERAL Total:
					<u>1,000.00</u>
					Vendor 09901 - DAVIS LARRY Total:
					<u>1,000.00</u>
<b>Vendor: 07421 - DUANE E. WOHLERS</b>					
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
disposal fees	DISPOSAL FEES				450.00
disposal fees	DISPOSAL FEES				450.00
					Fund 621 - ENVIRONMENTAL SERVICES Total:
					<u>900.00</u>
					Vendor 07421 - DUANE E. WOHLERS Total:
					<u>900.00</u>
<b>Vendor: 01617 - DYNA-TECH ELECTRIC INC</b>					
<b>Fund: 111 - GENERAL</b>					
BLDG MAINT-PD	BUILDING MAINTENANCE				288.50
BLDG MAINT-PD	BUILDING MAINTENANCE				288.50
					Fund 111 - GENERAL Total:
					<u>577.00</u>
					Vendor 01617 - DYNA-TECH ELECTRIC INC Total:
					<u>577.00</u>
<b>Vendor: 01003 - ELLIOTT EQUIPMENT COMPANY INC.</b>					
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
dept supplies	DEPARTMENT SUPPLIES				972.00
					Fund 621 - ENVIRONMENTAL SERVICES Total:
					<u>972.00</u>
					Vendor 01003 - ELLIOTT EQUIPMENT COMPANY INC. Total:
					<u>972.00</u>

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: 06808 - EMBLEM'S INC</b>					
<b>Fund: 111 - GENERAL</b>					
UNIFORMS-PD	UNIFORMS & CLOTHING				-288.70
					<b>Fund 111 - GENERAL Total:</b>
					<b>-288.70</b>
					<b>Vendor 06808 - EMBLEM'S INC Total:</b>
					<b>-288.70</b>
<b>Vendor: 03950 - ENERGY LABORATORIES, INC</b>					
<b>Fund: 641 - WATER</b>					
SAMPLES	SAMPLES				135.00
					<b>Fund 641 - WATER Total:</b>
					<b>135.00</b>
					<b>Vendor 03950 - ENERGY LABORATORIES, INC Total:</b>
					<b>135.00</b>
<b>Vendor: 00069 - ENVIRONMENTAL ANALYSIS SOUTH, INC</b>					
<b>Fund: 631 - WASTEWATER</b>					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				100.00
					<b>Fund 631 - WASTEWATER Total:</b>
					<b>100.00</b>
					<b>Vendor 00069 - ENVIRONMENTAL ANALYSIS SOUTH, INC Total:</b>
					<b>100.00</b>
<b>Vendor: 02460 - FASTENAL COMPANY</b>					
<b>Fund: 111 - GENERAL</b>					
EQUIP MAINT	EQUIPMENT MAINTENANCE				82.54
					<b>Fund 111 - GENERAL Total:</b>
					<b>82.54</b>
					<b>Vendor 02460 - FASTENAL COMPANY Total:</b>
					<b>82.54</b>
<b>Vendor: 00548 - FEDERAL EXPRESS CORPORATION</b>					
<b>Fund: 631 - WASTEWATER</b>					
POSTAGE	POSTAGE				214.64
					<b>Fund 631 - WASTEWATER Total:</b>
					<b>214.64</b>
<b>Fund: 641 - WATER</b>					
POSTAGE	POSTAGE				95.90
POSTAGE	POSTAGE				101.84
					<b>Fund 641 - WATER Total:</b>
					<b>197.74</b>
					<b>Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:</b>
					<b>412.38</b>
<b>Vendor: 00794 - FLOYD'S TRUCK CENTER, INC</b>					
<b>Fund: 725 - CENTRAL GARAGE</b>					
equip mtnc	EQUIPMENT MAINTENANCE				208.95
equip mtnc	EQUIPMENT MAINTENANCE				199.50
equip mtnc	EQUIPMENT MAINTENANCE				208.95
equip mtnc	EQUIPMENT MAINTENANCE				55.20
					<b>Fund 725 - CENTRAL GARAGE Total:</b>
					<b>672.60</b>
					<b>Vendor 00794 - FLOYD'S TRUCK CENTER, INC Total:</b>
					<b>672.60</b>
<b>Vendor: 00022 - GENERAL ELECTRIC CAPITAL CORPORATION</b>					
<b>Fund: 111 - GENERAL</b>					
Prgm. & AV	AUDIOVISUAL SUPPLIES				18.96
Prgm. & AV	PROGRAMMING				121.29
Storage bags	DEPARTMENT SUPPLIES				39.76
Dep. sup. & prgrm	DEPARTMENT SUPPLIES				36.79
Dep. sup. & prgrm	PROGRAMMING				83.06
Prgm.	PROGRAMMING				32.67
door hardware	DEPARTMENT SUPPLIES				2.94
Blue Def	VEHICLE MAINTENANCE				65.24
Cleaning supplies	JANITORIAL SUPPLIES				8.94
Prgm. & AV	AUDIOVISUAL SUPPLIES				24.96
Prgm. & AV	PROGRAMMING				61.42
Prgm.	PROGRAMMING				23.76
DEPT SUPPL-PD	DEPARTMENT SUPPLIES				82.19
					<b>Fund 111 - GENERAL Total:</b>
					<b>601.98</b>

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Fund: 213 - CEMETERY</b>					
DEPT SUPP	DEPARTMENT SUPPLIES				58.65
				<b>Fund 213 - CEMETERY Total:</b>	<b>58.65</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
dept supplies	DEPARTMENT SUPPLIES				15.16
				<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>	<b>15.16</b>
				<b>Vendor 00022 - GENERAL ELECTRIC CAPITAL CORPORATION Total:</b>	<b>675.79</b>
<b>Vendor: 04371 - HAWKINS, INC.</b>					
<b>Fund: 641 - WATER</b>					
CHEMICALS	CHEMICALS				1,952.49
				<b>Fund 641 - WATER Total:</b>	<b>1,952.49</b>
				<b>Vendor 04371 - HAWKINS, INC. Total:</b>	<b>1,952.49</b>
<b>Vendor: 05933 - HOWTON, WILLIAM</b>					
<b>Fund: 111 - GENERAL</b>					
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE				75.00
				<b>Fund 111 - GENERAL Total:</b>	<b>75.00</b>
				<b>Vendor 05933 - HOWTON, WILLIAM Total:</b>	<b>75.00</b>
<b>Vendor: 00299 - HULLINGER GLASS &amp; LOCKS INC.</b>					
<b>Fund: 111 - GENERAL</b>					
BLDG MAINT	BUILDING MAINTENANCE				14.75
BLDG MAINT	BUILDING MAINTENANCE				8.25
				<b>Fund 111 - GENERAL Total:</b>	<b>23.00</b>
				<b>Vendor 00299 - HULLINGER GLASS &amp; LOCKS INC. Total:</b>	<b>23.00</b>
<b>Vendor: 00525 - IDEAL LAUNDRY AND CLEANERS, INC.</b>					
<b>Fund: 111 - GENERAL</b>					
UNIFORMS-PD	UNIFORMS & CLOTHING				104.72
UNIFORMS-PD	UNIFORMS & CLOTHING				104.72
Jan. sup.	JANITORIAL SUPPLIES				90.64
JANITORIAL SUPP	JANITORIAL SUPPLIES				279.94
UNIFORMS-PD	UNIFORMS & CLOTHING				114.24
JANITORIAL SUPP	JANITORIAL SUPPLIES				73.24
JANITORIAL SUPP	JANITORIAL SUPPLIES				274.73
JANITORIAL SUPP	JANITORIAL SUPPLIES				105.66
DEPT SUPP	DEPARTMENT SUPPLIES				45.08
JANITORIAL SUPP	JANITORIAL SUPPLIES				172.34
UNIFORMS-PD	UNIFORMS & CLOTHING				114.24
JANITORIAL	JANITORIAL SUPPLIES				109.86
JANITORIALSUPP	JANITORIAL SUPPLIES				134.14
				<b>Fund 111 - GENERAL Total:</b>	<b>1,723.55</b>
<b>Fund: 212 - TRANSPORTATION</b>					
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES				29.59
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES				29.59
SUPP - MATS, TOWELS, GERMIC...	DEPARTMENT SUPPLIES				93.37
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>152.55</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
dept supplies	DEPARTMENT SUPPLIES				86.35
				<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>	<b>86.35</b>
<b>Fund: 631 - WASTEWATER</b>					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				23.48
CONTRACTUAL SVC	CONTRACTUAL SERVICES				18.57
				<b>Fund 631 - WASTEWATER Total:</b>	<b>42.05</b>
<b>Fund: 641 - WATER</b>					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				23.49
CONTRACTUAL SVC	CONTRACTUAL SERVICES				18.57
				<b>Fund 641 - WATER Total:</b>	<b>42.06</b>

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Fund: 725 - CENTRAL GARAGE</b>					
uniforms & clothing	DEPARTMENT SUPPLIES				30.74
uniforms & clothing	UNIFORMS & CLOTHING				8.28
dept supplies	DEPARTMENT SUPPLIES				30.74
dept supplies	UNIFORMS & CLOTHING				8.28
dept supplies	DEPARTMENT SUPPLIES				91.96
dept supplies	UNIFORMS & CLOTHING				8.28
<b>Fund 725 - CENTRAL GARAGE Total:</b>					<b>178.28</b>
<b>Vendor 00525 - IDEAL LAUNDRY AND CLEANERS, INC. Total:</b>					<b>2,224.84</b>
<b>Vendor: 08082 - IDEXX LABORATORIES, INC</b>					
<b>Fund: 631 - WASTEWATER</b>					
DEPT SUP	DEPARTMENT SUPPLIES				151.99
<b>Fund 631 - WASTEWATER Total:</b>					<b>151.99</b>
<b>Vendor 08082 - IDEXX LABORATORIES, INC Total:</b>					<b>151.99</b>
<b>Vendor: 00937 - INDEPENDENT PLUMBING AND HEATING, INC</b>					
<b>Fund: 111 - GENERAL</b>					
BLDG MAINT	BUILDING MAINTENANCE				528.93
GROUND MAINT	GROUNDS MAINTENANCE				16.70
BLDG MAINT	BUILDING MAINTENANCE				20.90
GROUND MAINT	GROUNDS MAINTENANCE				13.86
<b>Fund 111 - GENERAL Total:</b>					<b>580.39</b>
<b>Vendor 00937 - INDEPENDENT PLUMBING AND HEATING, INC Total:</b>					<b>580.39</b>
<b>Vendor: 02578 - INFINITY CONSTRUCTION, INC.</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
42ND ST. - AVE I TO 5TH AVE	STREET PROJECTS				130,012.25
<b>Fund 212 - TRANSPORTATION Total:</b>					<b>130,012.25</b>
<b>Fund: 631 - WASTEWATER</b>					
42ND ST. - AVE I TO 5TH AVE	STRUCTURES				44,544.89
<b>Fund 631 - WASTEWATER Total:</b>					<b>44,544.89</b>
<b>Fund: 661 - STORMWATER</b>					
42ND ST. - AVE I TO 5TH AVE	STRUCTURES				42,451.51
<b>Fund 661 - STORMWATER Total:</b>					<b>42,451.51</b>
<b>Vendor 02578 - INFINITY CONSTRUCTION, INC. Total:</b>					<b>217,008.65</b>
<b>Vendor: 09291 - INGRAM LIBRARY SERVICES INC</b>					
<b>Fund: 111 - GENERAL</b>					
Bks.	BOOKS				19.88
Bk.	BOOKS				22.54
Bks.	BOOKS				108.26
Bks.	BOOKS				59.97
Bks.	BOOKS				16.97
<b>Fund 111 - GENERAL Total:</b>					<b>227.62</b>
<b>Fund: 211 - REGIONAL LIBRARY</b>					
Bks.	BOOKS				281.17
Bks.	BOOKS				143.00
Bks.	BOOKS				34.24
<b>Fund 211 - REGIONAL LIBRARY Total:</b>					<b>458.41</b>
<b>Vendor 09291 - INGRAM LIBRARY SERVICES INC Total:</b>					<b>686.03</b>
<b>Vendor: 08154 - INTERNAL REVENUE SERVICE</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
WITHHOLDINGS	MEDICARE W/H EE PAYABLE				3,673.76
WITHHOLDINGS	MEDICARE W/H EE PAYABLE				3,673.76
WITHHOLDINGS	FICA W/H EE PAYABLE				13,688.21
WITHHOLDINGS	FICA W/H EE PAYABLE				13,688.21
WITHHOLDINGS	FED W/H EE PAYABLE				21,222.31
WITHHOLDINGS	MEDICARE W/H EE PAYABLE				4,024.98
WITHHOLDINGS	MEDICARE W/H EE PAYABLE				4,024.98

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
WITHHOLDINGS	FICA W/H EE PAYABLE				15,131.42
WITHHOLDINGS	FICA W/H EE PAYABLE				15,131.42
WITHHOLDINGS	FED W/H EE PAYABLE				22,625.00
<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>					<b>116,884.05</b>
<b>Vendor 08154 - INTERNAL REVENUE SERVICE Total:</b>					<b>116,884.05</b>
<b>Vendor: 00806 - INTERNATIONAL ASSOCIATION OF ELECTRICAL INSPECTORS</b>					
<b>Fund: 111 - GENERAL</b>					
DEPT MMBRSHP	MEMBERSHIPS				120.00
<b>Fund 111 - GENERAL Total:</b>					<b>120.00</b>
<b>Vendor 00806 - INTERNATIONAL ASSOCIATION OF ELECTRICAL INSPECTORS Total:</b>					<b>120.00</b>
<b>Vendor: 05196 - INTERNATIONAL CODE COUNCIL, INC.</b>					
<b>Fund: 111 - GENERAL</b>					
DEPT S & H FEE	BOOKS				11.00
<b>Fund 111 - GENERAL Total:</b>					<b>11.00</b>
<b>Vendor 05196 - INTERNATIONAL CODE COUNCIL, INC. Total:</b>					<b>11.00</b>
<b>Vendor: 08525 - INTRALINKS, INC</b>					
<b>Fund: 111 - GENERAL</b>					
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE				11.65
<b>Fund 111 - GENERAL Total:</b>					<b>11.65</b>
<b>Vendor 08525 - INTRALINKS, INC Total:</b>					<b>11.65</b>
<b>Vendor: 05696 - INVENTIVE WIRELESS OF NE, LLC</b>					
<b>Fund: 111 - GENERAL</b>					
CONTRACTUAL	CONTRACTUAL SERVICES				9.95
<b>Fund 111 - GENERAL Total:</b>					<b>9.95</b>
<b>Vendor 05696 - INVENTIVE WIRELESS OF NE, LLC Total:</b>					<b>9.95</b>
<b>Vendor: 08067 - JOHN DEERE FINANCIAL</b>					
<b>Fund: 631 - WASTEWATER</b>					
DEPT SUP	DEPARTMENT SUPPLIES				27.42
<b>Fund 631 - WASTEWATER Total:</b>					<b>27.42</b>
<b>Vendor 08067 - JOHN DEERE FINANCIAL Total:</b>					<b>27.42</b>
<b>Vendor: 09474 - JOHN DEERE FINANCIAL</b>					
<b>Fund: 111 - GENERAL</b>					
EQUIP MAINT	EQUIPMENT MAINTENANCE				20.79
<b>Fund 111 - GENERAL Total:</b>					<b>20.79</b>
<b>Fund: 213 - CEMETERY</b>					
EQUIP MAINT	EQUIPMENT MAINTENANCE				116.11
<b>Fund 213 - CEMETERY Total:</b>					<b>116.11</b>
<b>Vendor 09474 - JOHN DEERE FINANCIAL Total:</b>					<b>136.90</b>
<b>Vendor: 00857 - JOHNSON CASHWAY LUMBER CO</b>					
<b>Fund: 111 - GENERAL</b>					
DEPT SUPP	DEPARTMENT SUPPLIES				573.91
<b>Fund 111 - GENERAL Total:</b>					<b>573.91</b>
<b>Vendor 00857 - JOHNSON CASHWAY LUMBER CO Total:</b>					<b>573.91</b>
<b>Vendor: 09611 - KEARNEY HOSPITALITY INC</b>					
<b>Fund: 111 - GENERAL</b>					
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE				103.95
<b>Fund 111 - GENERAL Total:</b>					<b>103.95</b>
<b>Vendor 09611 - KEARNEY HOSPITALITY INC Total:</b>					<b>103.95</b>
<b>Vendor: 09371 - KIRK BERNHARDT</b>					
<b>Fund: 111 - GENERAL</b>					
CONTRACTUAL	CONTRACTUAL SERVICES				900.00
<b>Fund 111 - GENERAL Total:</b>					<b>900.00</b>
<b>Vendor 09371 - KIRK BERNHARDT Total:</b>					<b>900.00</b>



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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: 09747 - KNOW HOW LLC</b>					
<b>Fund: 111 - GENERAL</b>					
BLDG MAINT	BUILDING MAINTENANCE				4.29
					<b>Fund 111 - GENERAL Total:</b>
					<b>4.29</b>
<b>Fund: 212 - TRANSPORTATION</b>					
SUPP - GROMMET	DEPARTMENT SUPPLIES				7.86
PARTS - AIR FILTER & CONN KIT	VEHICLE MAINTENANCE				11.11
					<b>Fund 212 - TRANSPORTATION Total:</b>
					<b>18.97</b>
<b>Fund: 725 - CENTRAL GARAGE</b>					
equip mtnc	EQUIPMENT MAINTENANCE				83.95
equip mtnc	EQUIPMENT MAINTENANCE				11.42
equip mtnc	EQUIPMENT MAINTENANCE				21.98
equip mtnc	EQUIPMENT MAINTENANCE				10.67
equip mtnc	EQUIPMENT MAINTENANCE				11.35
equip mtnc	EQUIPMENT MAINTENANCE				10.67
equip mtnc	EQUIPMENT MAINTENANCE				21.98
equip mtnc	EQUIPMENT MAINTENANCE				2.92
equip mtnc	EQUIPMENT MAINTENANCE				17.74
dept supplies	DEPARTMENT SUPPLIES				12.60
equip mtnc	EQUIPMENT MAINTENANCE				10.67
equip mtnc	EQUIPMENT MAINTENANCE				5.73
equip mtnc	EQUIPMENT MAINTENANCE				10.67
equip mtnc	EQUIPMENT MAINTENANCE				10.67
equip mtnc	EQUIPMENT MAINTENANCE				23.72
equip mtnc	EQUIPMENT MAINTENANCE				10.67
equip mtnc	EQUIPMENT MAINTENANCE				3.04
equip mtnc	EQUIPMENT MAINTENANCE				2.91
equip mtnc	EQUIPMENT MAINTENANCE				3.04
dept supplies	DEPARTMENT SUPPLIES				8.28
equip mtnc	EQUIPMENT MAINTENANCE				99.95
equip mtnc	EQUIPMENT MAINTENANCE				13.43
equip mtnc	EQUIPMENT MAINTENANCE				18.26
equip mtnc	EQUIPMENT MAINTENANCE				25.94
equip mtnc	EQUIPMENT MAINTENANCE				9.51
					<b>Fund 725 - CENTRAL GARAGE Total:</b>
					<b>461.77</b>
					<b>Vendor 09747 - KNOW HOW LLC Total:</b>
					<b>485.03</b>
<b>Vendor: 09872 - KRIZ DAVIS</b>					
<b>Fund: 111 - GENERAL</b>					
GROUND MAINT	GROUNDS MAINTENANCE				531.72
					<b>Fund 111 - GENERAL Total:</b>
					<b>531.72</b>
<b>Fund: 212 - TRANSPORTATION</b>					
SUPP - PHOTO EYES FOR LIGHTS	DEPARTMENT SUPPLIES				23.23
					<b>Fund 212 - TRANSPORTATION Total:</b>
					<b>23.23</b>
					<b>Vendor 09872 - KRIZ DAVIS Total:</b>
					<b>554.95</b>
<b>Vendor: 03941 - LAWSON PRODUCTS, INC</b>					
<b>Fund: 725 - CENTRAL GARAGE</b>					
dept supplies	DEPARTMENT SUPPLIES				681.39
					<b>Fund 725 - CENTRAL GARAGE Total:</b>
					<b>681.39</b>
					<b>Vendor 03941 - LAWSON PRODUCTS, INC Total:</b>
					<b>681.39</b>
<b>Vendor: 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT</b>					
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
DEDUCTIBLE REIMBURSEMENT	WORKERS COMPENSATION				1,000.00
					<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>
					<b>1,000.00</b>
					<b>Vendor 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT Total:</b>
					<b>1,000.00</b>

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: 00242 - M.C. SCHAFF &amp; ASSOCIATES, INC</b>					
<b>Fund: 111 - GENERAL</b>					
DEPT CNTRCL SRVCS	CONTRACTUAL SERVICES				6,480.00
				<b>Fund 111 - GENERAL Total:</b>	<b>6,480.00</b>
<b>Fund: 212 - TRANSPORTATION</b>					
PROF.SERVICES - 42ND ST. PROJ...STREET PROJECTS					14,482.10
PROF. SERVICES 42ND ST. - AVE ...STREET PROJECTS					18,267.93
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>32,750.03</b>
<b>Fund: 631 - WASTEWATER</b>					
PROF.SERVICES - 42ND ST. PROJ...ENGINEERING/DESIGN					1,318.14
PROF. SERVICES 42ND ST. - AVE ...ENGINEERING/DESIGN					1,662.72
				<b>Fund 631 - WASTEWATER Total:</b>	<b>2,980.86</b>
<b>Fund: 661 - STORMWATER</b>					
PROF.SERVICES - 42ND ST. PROJ...ENGINEERING/DESIGN					3,527.26
PROF. SERVICES 42ND ST. - AVE ...ENGINEERING/DESIGN					4,449.35
				<b>Fund 661 - STORMWATER Total:</b>	<b>7,976.61</b>
				<b>Vendor 00242 - M.C. SCHAFF &amp; ASSOCIATES, INC Total:</b>	<b>50,187.50</b>
<b>Vendor: 08190 - MADISON NATIONAL LIFE</b>					
<b>Fund: 111 - GENERAL</b>					
LIFE INSURANCE/DISABILITY	DISABILITY INSURANCE				404.54
				<b>Fund 111 - GENERAL Total:</b>	<b>404.54</b>
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
LIFE INSURANCE/DISABILITY	LIFE INS EE PAYABLE				4.44
LIFE INSURANCE/DISABILITY	DIS INC INS EE PAYABLE				734.99
LIFE INSURANCE/DISABILITY	LIFE INS ER PAYABLE				716.83
				<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>	<b>1,456.26</b>
				<b>Vendor 08190 - MADISON NATIONAL LIFE Total:</b>	<b>1,860.80</b>
<b>Vendor: 07838 - MAILFINANCE INC</b>					
<b>Fund: 111 - GENERAL</b>					
LEASE	RENT-MACHINES				148.76
Cont. srvc. -LIBRARY	CONTRACTUAL SERVICES				366.00
				<b>Fund 111 - GENERAL Total:</b>	<b>514.76</b>
				<b>Vendor 07838 - MAILFINANCE INC Total:</b>	<b>514.76</b>
<b>Vendor: 05099 - MARKETING CONSULTANTS</b>					
<b>Fund: 111 - GENERAL</b>					
VEST - K.WRIGHT	DEPARTMENT SUPPLIES				42.00
				<b>Fund 111 - GENERAL Total:</b>	<b>42.00</b>
				<b>Vendor 05099 - MARKETING CONSULTANTS Total:</b>	<b>42.00</b>
<b>Vendor: 09674 - MASSIE ROYCE</b>					
<b>Fund: 111 - GENERAL</b>					
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE				75.00
				<b>Fund 111 - GENERAL Total:</b>	<b>75.00</b>
				<b>Vendor 09674 - MASSIE ROYCE Total:</b>	<b>75.00</b>
<b>Vendor: 08317 - MATHESON TRI-GAS INC</b>					
<b>Fund: 641 - WATER</b>					
RENT - MACHINES	RENT-MACHINES				48.79
				<b>Fund 641 - WATER Total:</b>	<b>48.79</b>
				<b>Vendor 08317 - MATHESON TRI-GAS INC Total:</b>	<b>48.79</b>
<b>Vendor: 07628 - MENARDS, INC</b>					
<b>Fund: 111 - GENERAL</b>					
GROUND MAINT	GROUNDS MAINTENANCE				7.65
DEPT SUPP	DEPARTMENT SUPPLIES				91.37
GROUND MAINT	GROUNDS MAINTENANCE				77.85
EQUIP MAINT	EQUIPMENT MAINTENANCE				254.31
EQUIP MAINT	EQUIPMENT MAINTENANCE				28.75

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
elect. plug, cable ties	EQUIPMENT MAINTENANCE				17.31
mounting hardware	EQUIPMENT MAINTENANCE				7.86
DEPT SUPP	DEPARTMENT SUPPLIES				85.73
<b>Fund 111 - GENERAL Total:</b>					<b>570.83</b>
<b>Fund: 212 - TRANSPORTATION</b>					
SUPP - BLADES, ELS, CONDUIT	DEPARTMENT SUPPLIES				30.24
SUPP - ELBOWS	DEPARTMENT SUPPLIES				4.51
SUPP - CAULK, ELBOWS, WIREG...	DEPARTMENT SUPPLIES				56.55
SUPP - ELBOW	DEPARTMENT SUPPLIES				9.24
SUPP - KNOCKOUT SEAL	DEPARTMENT SUPPLIES				3.92
SUPP - SEALS AND BOLTS	DEPARTMENT SUPPLIES				11.86
SUPP - SPADE TERM	DEPARTMENT SUPPLIES				13.12
SUPP - HOSE	DEPARTMENT SUPPLIES				49.99
SUPP - BOARDS, SHACKLE SPAS	DEPARTMENT SUPPLIES				19.54
SUPP - CPLG & HOSE	DEPARTMENT SUPPLIES				27.18
SUPP - HOSE CART	DEPARTMENT SUPPLIES				44.88
<b>Fund 212 - TRANSPORTATION Total:</b>					<b>271.03</b>
<b>Fund: 215 - SPECIAL PROJECTS</b>					
DEPT SUPPLIES MOBILE CMD V...	DEPARTMENT SUPPLIES				37.81
<b>Fund 215 - SPECIAL PROJECTS Total:</b>					<b>37.81</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
dept supplies	DEPARTMENT SUPPLIES				6.98
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>					<b>6.98</b>
<b>Fund: 631 - WASTEWATER</b>					
DEPT SUP	DEPARTMENT SUPPLIES				229.00
DEPT SUP	DEPARTMENT SUPPLIES				10.68
<b>Fund 631 - WASTEWATER Total:</b>					<b>239.68</b>
<b>Fund: 641 - WATER</b>					
DEPT SUP	DEPARTMENT SUPPLIES				149.91
DEPT SUP	DEPARTMENT SUPPLIES				76.99
<b>Fund 641 - WATER Total:</b>					<b>226.90</b>
<b>Vendor 07628 - MENARDS, INC Total:</b>					<b>1,353.23</b>
<b>Vendor: 09887 - MIDLAND FUNDING LLC</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
WAGE ATTACHMENT	WAGE ATTACHMENT EE PAY				324.89
<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>					<b>324.89</b>
<b>Vendor 09887 - MIDLAND FUNDING LLC Total:</b>					<b>324.89</b>
<b>Vendor: 07938 - MIDWEST CONNECT, LLC</b>					
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
DEPT SUPP	DEPARTMENT SUPPLIES				426.22
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>					<b>426.22</b>
<b>Fund: 631 - WASTEWATER</b>					
DEPT SUPP	DEPARTMENT SUPPLIES				426.23
<b>Fund 631 - WASTEWATER Total:</b>					<b>426.23</b>
<b>Fund: 641 - WATER</b>					
DEPT SUPP	DEPARTMENT SUPPLIES				426.22
<b>Fund 641 - WATER Total:</b>					<b>426.22</b>
<b>Vendor 07938 - MIDWEST CONNECT, LLC Total:</b>					<b>1,278.67</b>
<b>Vendor: 09902 - MODEC MIKE</b>					
<b>Fund: 111 - GENERAL</b>					
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE				75.00
<b>Fund 111 - GENERAL Total:</b>					<b>75.00</b>
<b>Vendor 09902 - MODEC MIKE Total:</b>					<b>75.00</b>

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: 00278 - MONUMENT CAR WASH INC</b>					
<b>Fund: 631 - WASTEWATER</b>					
VEH MAINT	VEHICLE MAINTENANCE				6.23
					Fund 631 - WASTEWATER Total:
					6.23
<b>Fund: 641 - WATER</b>					
VEH MAINT	VEHICLE MAINTENANCE				63.68
					Fund 641 - WATER Total:
					63.68
					Vendor 00278 - MONUMENT CAR WASH INC Total:
					69.91
<b>Vendor: 02569 - MUNIMETRIX SYSTEMS CORP</b>					
<b>Fund: 111 - GENERAL</b>					
IMAGESILO - APRIL 2018	CONTRACTUAL SERVICES				39.99
					Fund 111 - GENERAL Total:
					39.99
					Vendor 02569 - MUNIMETRIX SYSTEMS CORP Total:
					39.99
<b>Vendor: 04082 - NE CHILD SUPPORT PAYMENT CENTER</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
NE CHILD SUPPORT PYBLE	CHILD SUPPORT EE PAY				2,121.43
NE CHILD SUPPORT PYBLE	CHILD SUPPORT EE PAY				2,121.43
					Fund 713 - CASH & INVESTMENT POOL Total:
					4,242.86
					Vendor 04082 - NE CHILD SUPPORT PAYMENT CENTER Total:
					4,242.86
<b>Vendor: 08083 - NE COLORADO CELLULAR, INC</b>					
<b>Fund: 631 - WASTEWATER</b>					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				16.38
					Fund 631 - WASTEWATER Total:
					16.38
<b>Fund: 641 - WATER</b>					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				59.12
					Fund 641 - WATER Total:
					59.12
					Vendor 08083 - NE COLORADO CELLULAR, INC Total:
					75.50
<b>Vendor: 00942 - NE DEPT OF ENVIRONMENTAL QUALITY</b>					
<b>Fund: 631 - WASTEWATER</b>					
SCHOOLS & CONF	SCHOOL & CONFERENCE				150.00
					Fund 631 - WASTEWATER Total:
					150.00
<b>Fund: 641 - WATER</b>					
SCHOOLS & CONF	SCHOOL & CONFERENCE				150.00
					Fund 641 - WATER Total:
					150.00
					Vendor 00942 - NE DEPT OF ENVIRONMENTAL QUALITY Total:
					300.00
<b>Vendor: 00797 - NE DEPT OF REVENUE</b>					
<b>Fund: 111 - GENERAL</b>					
TAXES	SALES TAX PAYABLE				449.91
					Fund 111 - GENERAL Total:
					449.91
<b>Fund: 641 - WATER</b>					
TAXES	SALES TAX PAYABLE				7,059.50
TAXES	SALES TAX PAYABLE				12,981.48
					Fund 641 - WATER Total:
					20,040.98
					Vendor 00797 - NE DEPT OF REVENUE Total:
					20,983.88
<b>Vendor: 02509 - NE MOSQUITO &amp; VECTOR CONTROL ASSN.</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
2 MEN ATTEND MOSQUITO W...	SCHOOL & CONFERENCE				95.00
					Fund 212 - TRANSPORTATION Total:
					95.00
					Vendor 02509 - NE MOSQUITO & VECTOR CONTROL ASSN. Total:
					95.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: 05373 - NEBRASKA SAFETY &amp; FIRE EQUIPEMENT INC.</b>					
<b>Fund: 111 - GENERAL</b>					
Extinguisher service	EQUIPMENT MAINTENANCE				55.00
Bldg. main.	BUILDING MAINTENANCE				95.00
					<b>Fund 111 - GENERAL Total:</b>
					<b>150.00</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
contractual services	CONTRACTUAL SERVICES				310.00
					<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>
					<b>310.00</b>
<b>Vendor 05373 - NEBRASKA SAFETY &amp; FIRE EQUIPEMENT INC. Total:</b>					<b>460.00</b>
<b>Vendor: 00402 - NEBRASKA MACHINERY CO</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
CUTTING EDGES	EQUIPMENT MAINTENANCE				930.98
					<b>Fund 212 - TRANSPORTATION Total:</b>
					<b>930.98</b>
<b>Vendor 00402 - NEBRASKA MACHINERY CO Total:</b>					<b>930.98</b>
<b>Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT</b>					
<b>Fund: 631 - WASTEWATER</b>					
electricity	ELECTRIC POWER				16,022.44
electricity	ELECTRIC POWER				138.56
					<b>Fund 631 - WASTEWATER Total:</b>
					<b>16,161.00</b>
<b>Fund: 641 - WATER</b>					
electricity	ELECTRIC POWER				3,598.51
electricity	ELECTRIC POWER				1,768.35
					<b>Fund 641 - WATER Total:</b>
					<b>5,366.86</b>
<b>Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:</b>					<b>21,527.86</b>
<b>Vendor: 09832 - NEBRASKALAND TIRE INC</b>					
<b>Fund: 631 - WASTEWATER</b>					
EQUIP MAINT	EQUIPMENT MAINTENANCE				58.84
					<b>Fund 631 - WASTEWATER Total:</b>
					<b>58.84</b>
<b>Vendor 09832 - NEBRASKALAND TIRE INC Total:</b>					<b>58.84</b>
<b>Vendor: 09409 - NETWORKFLEET, INC</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
GPS FOR TRUCKS	DEPARTMENT SUPPLIES				652.72
					<b>Fund 212 - TRANSPORTATION Total:</b>
					<b>652.72</b>
<b>Vendor 09409 - NETWORKFLEET, INC Total:</b>					<b>652.72</b>
<b>Vendor: 09487 - NEWMAN, TIMOTHY</b>					
<b>Fund: 111 - GENERAL</b>					
SAC IJ MEETING TRAVEL MEALS	SCHOOL & CONFERENCE				65.00
					<b>Fund 111 - GENERAL Total:</b>
					<b>65.00</b>
<b>Vendor 09487 - NEWMAN, TIMOTHY Total:</b>					<b>65.00</b>
<b>Vendor: 09074 - NEXT YOUNG PROFESSIONALS</b>					
<b>Fund: 111 - GENERAL</b>					
MEMBERSHIP DUES - NATHAN ...	MEMBERSHIPS				75.00
					<b>Fund 111 - GENERAL Total:</b>
					<b>75.00</b>
<b>Vendor 09074 - NEXT YOUNG PROFESSIONALS Total:</b>					<b>75.00</b>
<b>Vendor: 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF</b>					
<b>Fund: 111 - GENERAL</b>					
BLDG MAINT	BUILDING MAINTENANCE				90.57
GROUND MAINT	GROUNDS MAINTENANCE				64.35
GROUND MAINT	GROUNDS MAINTENANCE				146.59
DEPT SUPP	DEPARTMENT SUPPLIES				27.25
					<b>Fund 111 - GENERAL Total:</b>
					<b>328.76</b>

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Fund: 641 - WATER</b>					
DEPT SUP	DEPARTMENT SUPPLIES				34.43
					<b>Fund 641 - WATER Total:</b>
					<b>34.43</b>
					<b>Vendor 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF Total:</b>
					<b>363.19</b>
<b>Vendor: 00117 - NWEA</b>					
<b>Fund: 631 - WASTEWATER</b>					
SCHOOLS & CONF	SCHOOL & CONFERENCE				350.00
					<b>Fund 631 - WASTEWATER Total:</b>
					<b>350.00</b>
<b>Fund: 641 - WATER</b>					
SCHOOLS & CONF	SCHOOL & CONFERENCE				350.00
					<b>Fund 641 - WATER Total:</b>
					<b>350.00</b>
					<b>Vendor 00117 - NWEA Total:</b>
					<b>700.00</b>
<b>Vendor: 00416 - OLTMANNNS, JUDITH</b>					
<b>Fund: 111 - GENERAL</b>					
Reimb.	DEPARTMENT SUPPLIES				49.97
					<b>Fund 111 - GENERAL Total:</b>
					<b>49.97</b>
					<b>Vendor 00416 - OLTMANNNS, JUDITH Total:</b>
					<b>49.97</b>
<b>Vendor: 08840 - ONE CALL CONCEPTS, INC</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
CONTRACTUAL	CONTRACTUAL SERVICES				50.53
CONTRACTUAL	CONTRACTUAL SERVICES				69.51
					<b>Fund 212 - TRANSPORTATION Total:</b>
					<b>120.04</b>
<b>Fund: 631 - WASTEWATER</b>					
CONTRACTUAL	CONTRACTUAL SERVICES				50.53
CONTRACTUAL	CONTRACTUAL SERVICES				69.51
					<b>Fund 631 - WASTEWATER Total:</b>
					<b>120.04</b>
<b>Fund: 641 - WATER</b>					
CONTRACTUAL	CONTRACTUAL SERVICES				50.53
CONTRACTUAL	CONTRACTUAL SERVICES				69.51
					<b>Fund 641 - WATER Total:</b>
					<b>120.04</b>
					<b>Vendor 08840 - ONE CALL CONCEPTS, INC Total:</b>
					<b>360.12</b>
<b>Vendor: 00285 - OREGON TRAIL PLUMBING, HEATING &amp; COOLING INC</b>					
<b>Fund: 111 - GENERAL</b>					
BLDG MAINT	BUILDING MAINTENANCE				2,449.00
BLDG MAINT-PD	BUILDING MAINTENANCE				37.50
BLDG MAINT-PD	BUILDING MAINTENANCE				37.50
BLDG MAINT-PD	BUILDING MAINTENANCE				47.50
BLDG MAINT-PD	BUILDING MAINTENANCE				47.50
					<b>Fund 111 - GENERAL Total:</b>
					<b>2,619.00</b>
					<b>Vendor 00285 - OREGON TRAIL PLUMBING, HEATING &amp; COOLING INC Total:</b>
					<b>2,619.00</b>
<b>Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC</b>					
<b>Fund: 631 - WASTEWATER</b>					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				90.50
					<b>Fund 631 - WASTEWATER Total:</b>
					<b>90.50</b>
<b>Fund: 641 - WATER</b>					
SAMPLES	SAMPLES				80.00
SAMPLES	SAMPLES				44.00
SAMPLES	SAMPLES				80.00
SAMPLES	SAMPLES				80.00
					<b>Fund 641 - WATER Total:</b>
					<b>284.00</b>
					<b>Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:</b>
					<b>374.50</b>

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: 00017 - PANHANDLE HUMANE SOCIETY</b>					
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
<b>Vendor: 09904 - PH&amp;S PRODUCTS LLC</b>					
Fund: 111 - GENERAL					
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES				98.00
					Fund 111 - GENERAL Total:
					98.00
					Vendor 09904 - PH&S PRODUCTS LLC Total:
					98.00
<b>Vendor: 01276 - PLATTE VALLEY BANK</b>					
Fund: 713 - CASH & INVESTMENT POOL					
HEALTH SAVINGS ACCOUNT	HSA EE PAYABLE				13,860.45
HEALTH SAVINGS ACCOUNT	HSA ER PAYABLE				1,256.25
HEALTH SAVINGS ACCUNT	HSA EE PAYABLE				13,620.53
HEALTH SAVINGS ACCUNT	HSA ER PAYABLE				1,243.75
					Fund 713 - CASH & INVESTMENT POOL Total:
					29,980.98
					Vendor 01276 - PLATTE VALLEY BANK Total:
					29,980.98
<b>Vendor: 09807 - POLYDYNE INC</b>					
Fund: 631 - WASTEWATER					
CHEMICALS	CHEMICALS				5,198.00
					Fund 631 - WASTEWATER Total:
					5,198.00
					Vendor 09807 - POLYDYNE INC Total:
					5,198.00
<b>Vendor: 00272 - POSTMASTER</b>					
Fund: 621 - ENVIRONMENTAL SERVICES					
Postage	POSTAGE				129.61
Postage	POSTAGE				136.48
Postage	POSTAGE				119.99
					Fund 621 - ENVIRONMENTAL SERVICES Total:
					386.08
Fund: 631 - WASTEWATER					
Postage	POSTAGE				129.61
Postage	POSTAGE				136.48
Postage	POSTAGE				120.00
					Fund 631 - WASTEWATER Total:
					386.09
Fund: 641 - WATER					
Postage	POSTAGE				129.62
Postage	POSTAGE				136.49
Postage	POSTAGE				119.99
					Fund 641 - WATER Total:
					386.10
					Vendor 00272 - POSTMASTER Total:
					1,158.27
<b>Vendor: 00796 - POWERPLAN</b>					
Fund: 621 - ENVIRONMENTAL SERVICES					
equip mtn	EQUIPMENT MAINTENANCE				26.29
equip mtn	EQUIPMENT MAINTENANCE				4.75
					Fund 621 - ENVIRONMENTAL SERVICES Total:
					31.04
					Vendor 00796 - POWERPLAN Total:
					31.04
<b>Vendor: 00471 - PRO OVERHEAD DOOR</b>					
Fund: 631 - WASTEWATER					
BUILDING MAINT	BUILDING MAINTENANCE				552.00
BUILDING MAINT	BUILDING MAINTENANCE				309.63
					Fund 631 - WASTEWATER Total:
					861.63
					Vendor 00471 - PRO OVERHEAD DOOR Total:
					861.63
<b>Vendor: 00266 - QUILL CORPORATION</b>					
Fund: 111 - GENERAL					
DEPT SUPPL-PD	DEPARTMENT SUPPLIES				18.17

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
DEPT SUPPL-PD	DEPARTMENT SUPPLIES				159.61
DEPT SUPPL-PD	DEPARTMENT SUPPLIES				18.17
DEPT SUPPL-PD	DEPARTMENT SUPPLIES				79.99
DEPT SUPPL-PD	DEPARTMENT SUPPLIES				18.36
DEPT SUPPL-PD	DEPARTMENT SUPPLIES				53.01
DEPT SUPPL-PD	DEPARTMENT SUPPLIES				0.95
DEPT SUPPL-PD	DEPARTMENT SUPPLIES				53.00
DEPT SUPPL-PD	DEPARTMENT SUPPLIES				256.97
<b>Fund 111 - GENERAL Total:</b>					<b>658.23</b>
<b>Vendor 00266 - QUILL CORPORATION Total:</b>					<b>658.23</b>
<b>Vendor: 00430 - R &amp; C WELDING &amp; FABRICATION</b>					
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
equip mtn	EQUIPMENT MAINTENANCE				3,950.00
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>					<b>3,950.00</b>
<b>Vendor 00430 - R &amp; C WELDING &amp; FABRICATION Total:</b>					<b>3,950.00</b>
<b>Vendor: 04576 - REGANIS AUTO CENTER, INC</b>					
<b>Fund: 725 - CENTRAL GARAGE</b>					
equip mtn	EQUIPMENT MAINTENANCE				349.90
equip mtn	EQUIPMENT MAINTENANCE				180.95
<b>Fund 725 - CENTRAL GARAGE Total:</b>					<b>530.85</b>
<b>Vendor 04576 - REGANIS AUTO CENTER, INC Total:</b>					<b>530.85</b>
<b>Vendor: 04089 - REGIONAL CARE INC</b>					
<b>Fund: 812 - HEALTH INSURANCE</b>					
FLEX FUNDING	FLEXIBLE BENFT EXPENSES				1,032.00
CLAIMS	CLAIMS EXPENSE				11,016.89
flex funding	FLEXIBLE BENFT EXPENSES				628.00
HEALTH INS. PREMIUM - MAY 2...	PREMIUM EXPENSE				37,660.08
CLAIMS	CLAIMS EXPENSE				21,988.07
FLEX FUNDING	FLEXIBLE BENFT EXPENSES				1,052.00
CLAIMS	CLAIMS EXPENSE				8,306.51
<b>Fund 812 - HEALTH INSURANCE Total:</b>					<b>81,683.55</b>
<b>Vendor 04089 - REGIONAL CARE INC Total:</b>					<b>81,683.55</b>
<b>Vendor: 07641 - REGIONAL WEST PHYSICIANS CLINIC</b>					
<b>Fund: 111 - GENERAL</b>					
CONSULTING-PD	CONSULTING SERVICES				312.00
<b>Fund 111 - GENERAL Total:</b>					<b>312.00</b>
<b>Vendor 07641 - REGIONAL WEST PHYSICIANS CLINIC Total:</b>					<b>312.00</b>
<b>Vendor: 02098 - RJ THOMAS MFG CO, INC</b>					
<b>Fund: 111 - GENERAL</b>					
MEMBERSHIP	MEMBERSHIPS				10.00
<b>Fund 111 - GENERAL Total:</b>					<b>10.00</b>
<b>Vendor 02098 - RJ THOMAS MFG CO, INC Total:</b>					<b>10.00</b>
<b>Vendor: 07347 - ROBERTA J BOYD</b>					
<b>Fund: 111 - GENERAL</b>					
Reimb.	POSTAGE				19.18
<b>Fund 111 - GENERAL Total:</b>					<b>19.18</b>
<b>Vendor 07347 - ROBERTA J BOYD Total:</b>					<b>19.18</b>
<b>Vendor: 09564 - ROCKSTEP SCOTTSBLUFF LLC</b>					
<b>Fund: 321 - TIF PROJECTS</b>					
PROPERTY TAX REMITTANCE	DEBT SVC (INT) - TIF				46,611.09
<b>Fund 321 - TIF PROJECTS Total:</b>					<b>46,611.09</b>
<b>Vendor 09564 - ROCKSTEP SCOTTSBLUFF LLC Total:</b>					<b>46,611.09</b>



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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: 00366 - ROOSEVELT PUBLIC POWER DISTRICT</b>					
<b>Fund: 641 - WATER</b>					
ELECTRIC POWER	ELECTRIC POWER				1,728.93
				<b>Fund 641 - WATER Total:</b>	<b>1,728.93</b>
				<b>Vendor 00366 - ROOSEVELT PUBLIC POWER DISTRICT Total:</b>	<b>1,728.93</b>
<b>Vendor: 09899 - ROTHENBERGER STEVEN</b>					
<b>Fund: 111 - GENERAL</b>					
Bks.	BOOKS				121.00
				<b>Fund 111 - GENERAL Total:</b>	<b>121.00</b>
				<b>Vendor 09899 - ROTHENBERGER STEVEN Total:</b>	<b>121.00</b>
<b>Vendor: 00463 - RR DONNELLEY</b>					
<b>Fund: 111 - GENERAL</b>					
DEPT SUPPL-PD	DEPARTMENT SUPPLIES				247.21
				<b>Fund 111 - GENERAL Total:</b>	<b>247.21</b>
				<b>Vendor 00463 - RR DONNELLEY Total:</b>	<b>247.21</b>
<b>Vendor: 00026 - S M E C</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
EMP DEDUCTION	SMEC EE PAYABLE				173.00
EMPLOYEE DEDUCTION	SMEC EE PAYABLE				173.00
				<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>	<b>346.00</b>
				<b>Vendor 00026 - S M E C Total:</b>	<b>346.00</b>
<b>Vendor: 06279 - SALES MIDWEST, INC</b>					
<b>Fund: 111 - GENERAL</b>					
EQUIP MAINT	EQUIPMENT MAINTENANCE				335.96
				<b>Fund 111 - GENERAL Total:</b>	<b>335.96</b>
				<b>Vendor 06279 - SALES MIDWEST, INC Total:</b>	<b>335.96</b>
<b>Vendor: 00257 - SANDBERG IMPLEMENT, INC</b>					
<b>Fund: 725 - CENTRAL GARAGE</b>					
equip mtn	EQUIPMENT MAINTENANCE				87.31
equip mtn	EQUIPMENT MAINTENANCE				15.48
				<b>Fund 725 - CENTRAL GARAGE Total:</b>	<b>102.79</b>
				<b>Vendor 00257 - SANDBERG IMPLEMENT, INC Total:</b>	<b>102.79</b>
<b>Vendor: 00637 - SARGENT IRRIGATION INC.</b>					
<b>Fund: 641 - WATER</b>					
EQUIPMENT	EQUIPMENT				29,052.74
				<b>Fund 641 - WATER Total:</b>	<b>29,052.74</b>
				<b>Vendor 00637 - SARGENT IRRIGATION INC. Total:</b>	<b>29,052.74</b>
<b>Vendor: 02531 - SCB FIREFIGHTERS UNION LOCAL 1454</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
FIRE EE DUES	FIRE UNION DUES EE PAY				225.00
FIRE EE DUES	FIRE UNION DUES EE PAY				225.00
				<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>	<b>450.00</b>
				<b>Vendor 02531 - SCB FIREFIGHTERS UNION LOCAL 1454 Total:</b>	<b>450.00</b>
<b>Vendor: 06112 - SCHANK HOLDINGS INC</b>					
<b>Fund: 111 - GENERAL</b>					
Bldg. main.	BUILDING MAINTENANCE				209.00
				<b>Fund 111 - GENERAL Total:</b>	<b>209.00</b>
				<b>Vendor 06112 - SCHANK HOLDINGS INC Total:</b>	<b>209.00</b>
<b>Vendor: 05408 - SCHOLASTIC INC.</b>					
<b>Fund: 223 - KENO</b>					
Bks	DEPARTMENT SUPPLIES				17.75
				<b>Fund 223 - KENO Total:</b>	<b>17.75</b>
				<b>Vendor 05408 - SCHOLASTIC INC. Total:</b>	<b>17.75</b>

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: 09759 - SCOTTIES POTTIES INC</b>					
<b>Fund: 111 - GENERAL</b>					
CONTRACTUAL	CONTRACTUAL SERVICES				675.00
					<b>Fund 111 - GENERAL Total:</b>
					<b>675.00</b>
					<b>Vendor 09759 - SCOTTIES POTTIES INC Total:</b>
					<b>675.00</b>
<b>Vendor: 00852 - SCOTTS BLUFF COUNTY COURT</b>					
<b>Fund: 111 - GENERAL</b>					
LEGAL FEES-PD	LEGAL FEES				238.00
					<b>Fund 111 - GENERAL Total:</b>
					<b>238.00</b>
					<b>Vendor 00852 - SCOTTS BLUFF COUNTY COURT Total:</b>
					<b>238.00</b>
<b>Vendor: 00111 - SCOTTSBLUFF BODY &amp; PAINT</b>					
<b>Fund: 111 - GENERAL</b>					
TOW SERVICE-PD	CONTRACTUAL SERVICES				95.00
TOW SERVICE-PD	CONTRACTUAL SERVICES				90.00
TOW SERVICE-PD	CONTRACTUAL SERVICES				90.00
TOW SERVICE-PD	CONTRACTUAL SERVICES				90.00
TOW SERVICE-PD	CONTRACTUAL SERVICES				90.00
TOW SERVICE-PD	CONTRACTUAL SERVICES				90.00
TOW SERVICE-PD	CONTRACTUAL SERVICES				90.00
TOW SERVICE-PD	CONTRACTUAL SERVICES				90.00
TOW SERVICE-PD	CONTRACTUAL SERVICES				70.00
TOW SERVICE-PD	CONTRACTUAL SERVICES				90.00
TOW SERVICE-PD	CONTRACTUAL SERVICES				105.00
TOW SERVICE-PD	CONTRACTUAL SERVICES				5.00
TOW SERVICE-PD	CONTRACTUAL SERVICES				90.00
TOWING	VEHICLE MAINTENANCE				244.60
TOW SERVICE-PD	CONTRACTUAL SERVICES				75.00
TOW SERVICE-PD	CONTRACTUAL SERVICES				75.00
TOW SERVICE-PD	CONTRACTUAL SERVICES				30.00
TOW SERVICE-PD	CONTRACTUAL SERVICES				75.00
TOW SERVICE-PD	CONTRACTUAL SERVICES				90.00
TOW SERVICE-PD	CONTRACTUAL SERVICES				-95.00
					<b>Fund 111 - GENERAL Total:</b>
					<b>1,489.60</b>
					<b>Vendor 00111 - SCOTTSBLUFF BODY &amp; PAINT Total:</b>
					<b>1,489.60</b>
<b>Vendor: 09903 - SCOTTSBLUFF COMM SHOPS</b>					
<b>Fund: 111 - GENERAL</b>					
EAST OVERLAND GRANT FUNDS	COMMUNITY DEVELOPMENT				9,678.00
					<b>Fund 111 - GENERAL Total:</b>
					<b>9,678.00</b>
					<b>Vendor 09903 - SCOTTSBLUFF COMM SHOPS Total:</b>
					<b>9,678.00</b>
<b>Vendor: 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
POLICE EE DUES	POL UNION DUES EE PAY				552.00
POLICE EE DUES	POL UNION DUES EE PAY				528.00
					<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>
					<b>1,080.00</b>
					<b>Vendor 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION Total:</b>
					<b>1,080.00</b>
<b>Vendor: 01271 - SCOTTSBLUFF SCREENPRINTING &amp; EMBROIDERY, LLC</b>					
<b>Fund: 111 - GENERAL</b>					
UNIFORMS	UNIFORMS & CLOTHING				136.00
DEPT SUPP	DEPARTMENT SUPPLIES				8.00
DEPT SUPPL-PD	DEPARTMENT SUPPLIES				95.00
					<b>Fund 111 - GENERAL Total:</b>
					<b>239.00</b>
<b>Fund: 661 - STORMWATER</b>					
DEPT SUP	DEPARTMENT SUPPLIES				46.00
					<b>Fund 661 - STORMWATER Total:</b>
					<b>46.00</b>
					<b>Vendor 01271 - SCOTTSBLUFF SCREENPRINTING &amp; EMBROIDERY, LLC Total:</b>
					<b>285.00</b>

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: 00108 - SCOTTSBLUFF WINSUPPLY COMPANY</b>					
<b>Fund: 111 - GENERAL</b>					
DEPT SUPP	DEPARTMENT SUPPLIES				89.58
					<b>Fund 111 - GENERAL Total:</b>
					<b>89.58</b>
					<b>Vendor 00108 - SCOTTSBLUFF WINSUPPLY COMPANY Total:</b>
					<b>89.58</b>
<b>Vendor: 00759 - SCOTTSBLUFF/GERING CHAMBER OF COMMERCE</b>					
<b>Fund: 111 - GENERAL</b>					
ADMIN. PROFESSIONALS DAY P...	SCHOOL & CONFERENCE				45.00
ADMIN. PROFESSIONALS DAY P...	SCHOOL & CONFERENCE				15.00
ADMIN. PROFESSIONALS DAY P...	SCHOOL & CONFERENCE				15.00
					<b>Fund 111 - GENERAL Total:</b>
					<b>75.00</b>
					<b>Vendor 00759 - SCOTTSBLUFF/GERING CHAMBER OF COMMERCE Total:</b>
					<b>75.00</b>
<b>Vendor: 00786 - SHERWIN WILLIAMS</b>					
<b>Fund: 111 - GENERAL</b>					
GROUND MAINT	GROUNDS MAINTENANCE				39.76
DEPT SUPP	DEPARTMENT SUPPLIES				27.27
GROUND MAINT	GROUNDS MAINTENANCE				-39.76
					<b>Fund 111 - GENERAL Total:</b>
					<b>27.27</b>
					<b>Vendor 00786 - SHERWIN WILLIAMS Total:</b>
					<b>27.27</b>
<b>Vendor: 00021 - SIMMONS OLSEN LAW FIRM, P.C.</b>					
<b>Fund: 111 - GENERAL</b>					
CONTRACTUAL-PD	CONTRACTUAL SERVICES				4,167.18
					<b>Fund 111 - GENERAL Total:</b>
					<b>4,167.18</b>
					<b>Vendor 00021 - SIMMONS OLSEN LAW FIRM, P.C. Total:</b>
					<b>4,167.18</b>
<b>Vendor: 01031 - SIMON CONTRACTORS</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
BASE GRAVEL	STREET REPAIR SUPPLIES				17.12
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				656.25
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				909.50
BASE GRAVEL & PRECRUSH CO...	STREET REPAIR SUPPLIES				549.40
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				210.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				183.75
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				972.63
BASE GRAVEL	STREET REPAIR SUPPLIES				185.36
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				688.75
CONCRETE FOR STREET REPAIRS	STREET MAINTENANCE				219.00
STR. SUPP - BASE GRAVEL	STREET REPAIR SUPPLIES				185.22
					<b>Fund 212 - TRANSPORTATION Total:</b>
					<b>4,776.98</b>
<b>Fund: 213 - CEMETERY</b>					
DEPT SUPP	DEPARTMENT SUPPLIES				565.00
DEPT SUPP	DEPARTMENT SUPPLIES				565.00
					<b>Fund 213 - CEMETERY Total:</b>
					<b>1,130.00</b>
					<b>Vendor 01031 - SIMON CONTRACTORS Total:</b>
					<b>5,906.98</b>
<b>Vendor: 00513 - SNELL SERVICES INC.</b>					
<b>Fund: 111 - GENERAL</b>					
DEPT SUPP	DEPARTMENT SUPPLIES				32.00
					<b>Fund 111 - GENERAL Total:</b>
					<b>32.00</b>
					<b>Vendor 00513 - SNELL SERVICES INC. Total:</b>
					<b>32.00</b>
<b>Vendor: 09878 - SOUTHEAST CROSSINGS LLC</b>					
<b>Fund: 111 - GENERAL</b>					
LODGING FOR SAC IJ WORKSHOP	SCHOOL & CONFERENCE				93.00
					<b>Fund 111 - GENERAL Total:</b>
					<b>93.00</b>
					<b>Vendor 09878 - SOUTHEAST CROSSINGS LLC Total:</b>
					<b>93.00</b>

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: 04741 - SPENCER, KEVIN</b>					
Fund: 111 - GENERAL					
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE				80.00
					Fund 111 - GENERAL Total: 80.00
					Vendor 04741 - SPENCER, KEVIN Total: 80.00
<b>Vendor: 09821 - STARR LEHL</b>					
Fund: 224 - ECONOMIC DEVELOPMENT					
HOUSING CONFERENCE EXPEN...	SCHOOL & CONFERENCE				311.98
					Fund 224 - ECONOMIC DEVELOPMENT Total: 311.98
					Vendor 09821 - STARR LEHL Total: 311.98
<b>Vendor: 00054 - STATE HEALTH LAB</b>					
Fund: 641 - WATER					
SAMPLES	SAMPLES				57.00
					Fund 641 - WATER Total: 57.00
					Vendor 00054 - STATE HEALTH LAB Total: 57.00
<b>Vendor: 01235 - STATE OF NE.</b>					
Fund: 111 - GENERAL					
CONTRACTUAL-PD	CONTRACTUAL SERVICES				105.00
					Fund 111 - GENERAL Total: 105.00
					Vendor 01235 - STATE OF NE. Total: 105.00
<b>Vendor: 00944 - STATE OF NEBRASKA DEPT OF HEALTH</b>					
Fund: 641 - WATER					
SCHOOLS & CONF	SCHOOL & CONFERENCE				200.00
					Fund 641 - WATER Total: 200.00
					Vendor 00944 - STATE OF NEBRASKA DEPT OF HEALTH Total: 200.00
<b>Vendor: 09426 - STATE OF WYOMING</b>					
Fund: 111 - GENERAL					
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE				550.00
					Fund 111 - GENERAL Total: 550.00
					Vendor 09426 - STATE OF WYOMING Total: 550.00
<b>Vendor: 00325 - TEXAS PNEUDRAULIC INC</b>					
Fund: 725 - CENTRAL GARAGE					
equip mtn	EQUIPMENT MAINTENANCE				462.20
					Fund 725 - CENTRAL GARAGE Total: 462.20
					Vendor 00325 - TEXAS PNEUDRAULIC INC Total: 462.20
<b>Vendor: 09870 - TEXAS STATE DISBURSEMENT UNIT</b>					
Fund: 713 - CASH & INVESTMENT POOL					
CHILD SUPPORT	CHILD SUPPORT EE PAY				172.50
CHILD SUPPORT	CHILD SUPPORT EE PAY				172.50
					Fund 713 - CASH & INVESTMENT POOL Total: 345.00
					Vendor 09870 - TEXAS STATE DISBURSEMENT UNIT Total: 345.00
<b>Vendor: 01325 - THE PEAVEY CORP</b>					
Fund: 111 - GENERAL					
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES				88.00
					Fund 111 - GENERAL Total: 88.00
					Vendor 01325 - THE PEAVEY CORP Total: 88.00
<b>Vendor: 05087 - TRAFFIC PARTS, INC</b>					
Fund: 212 - TRANSPORTATION					
T.S. SUPP - LED PED ILOOK & SS...	DEPARTMENT SUPPLIES				4,328.00
					Fund 212 - TRANSPORTATION Total: 4,328.00
					Vendor 05087 - TRAFFIC PARTS, INC Total: 4,328.00
<b>Vendor: 07537 - TRANS IOWA EQUIPMENT LLC</b>					
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				126.97

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
EQUIP MAINT	EQUIPMENT MAINTENANCE				145.20
				<b>Fund 631 - WASTEWATER Total:</b>	<b>272.17</b>
				<b>Vendor 07537 - TRANS IOWA EQUIPMENT LLC Total:</b>	<b>272.17</b>
<b>Vendor: 08821 - TYLER TECHNOLOGIES, INC</b>					
<b>Fund: 111 - GENERAL</b>					
UB ONLINE FEES (5/1/18 - 5/31...	CONTRACTUAL SERVICES				87.00
				<b>Fund 111 - GENERAL Total:</b>	<b>87.00</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
UB ONLINE FEES (5/1/18 - 5/31...	CONTRACTUAL SERVICES				87.00
				<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>	<b>87.00</b>
<b>Fund: 631 - WASTEWATER</b>					
UB ONLINE FEES (5/1/18 - 5/31...	CONTRACTUAL SERVICES				87.00
				<b>Fund 631 - WASTEWATER Total:</b>	<b>87.00</b>
<b>Fund: 641 - WATER</b>					
UB ONLINE FEES (5/1/18 - 5/31...	CONTRACTUAL SERVICES				87.00
				<b>Fund 641 - WATER Total:</b>	<b>87.00</b>
				<b>Vendor 08821 - TYLER TECHNOLOGIES, INC Total:</b>	<b>348.00</b>
<b>Vendor: 09865 - UNION BANK &amp; TRUST</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
RETIREMENT	REGULAR RETIRE EE PAY				7,804.18
RETIREMENT	REGULAR RETIRE EE PAY				7,606.42
RETIREMENT	DEFERRED COMP EE PAY				540.00
RETIREMENT	DEFERRED COMP EE PAY				2,841.85
RETIREMENT	RETIRE FIRE EE PAYABLE				4,100.77
RETIREMENT	RETIRE FIRE EE PAYABLE				2,337.36
RETIREMENT	RETIRE POLICE EE PAY				5,503.57
RETIREMENT	RETIRE POLICE EE PAY				5,082.42
RETIREMENT	REGULAR RETIRE EE PAY				7,835.08
RETIREMENT	REGULAR RETIRE EE PAY				7,637.01
RETIREMENT	DEFERRED COMP EE PAY				16,841.85
RETIREMENT	DEFERRED COMP EE PAY				540.00
RETIREMENT	RETIRE FIRE EE PAYABLE				2,347.05
RETIREMENT	RETIRE FIRE EE PAYABLE				4,120.14
RETIREMENT	RETIRE POLICE EE PAY				6,923.77
RETIREMENT	RETIRE POLICE EE PAY				6,527.89
				<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>	<b>88,589.36</b>
				<b>Vendor 09865 - UNION BANK &amp; TRUST Total:</b>	<b>88,589.36</b>
<b>Vendor: 09840 - UNITED STATES WELDING</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
WELD. SUPP - WELD. ROD	DEPARTMENT SUPPLIES				41.03
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>41.03</b>
				<b>Vendor 09840 - UNITED STATES WELDING Total:</b>	<b>41.03</b>
<b>Vendor: 01217 - US BANK</b>					
<b>Fund: 111 - GENERAL</b>					
NREMT	MEMBERSHIPS				15.00
Fire Extinguishers	DEPARTMENT SUPPLIES				434.78
Chainsaw Chains	EQUIPMENT MAINTENANCE				134.07
				<b>Fund 111 - GENERAL Total:</b>	<b>583.85</b>
				<b>Vendor 01217 - US BANK Total:</b>	<b>583.85</b>
<b>Vendor: 08828 - US BANK</b>					
<b>Fund: 111 - GENERAL</b>					
Prgm.	PROGRAMMING				35.00
GASOLINE-PD	GASOLINE				32.59
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE				575.00
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE				1,150.00
GASOLINE-PD	GASOLINE				32.88

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE				495.00
GASOLINE-PD	GASOLINE				35.08
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE				116.28
GASOLINE-PD	GASOLINE				12.87
Dep. sup.	DEPARTMENT SUPPLIES				102.48
AMORTIZATION SOFTWARE - HI...	DEPARTMENT SUPPLIES				184.00
TRAVEL FOR SAC IJ WORKSHOP	SCHOOL & CONFERENCE				145.15
FEES - BURBACH/HILYARD	SCHOOL & CONFERENCE				50.00
<b>Fund 111 - GENERAL Total:</b>					<b>2,966.33</b>
<b>Fund: 212 - TRANSPORTATION</b>					
SUPP - T.S. TECHNICIAN MANU...	DEPARTMENT SUPPLIES				83.14
1 YEAR MEMBERSHIP TO IMSA	MEMBERSHIPS				100.00
<b>Fund 212 - TRANSPORTATION Total:</b>					<b>183.14</b>
<b>Fund: 223 - KENO</b>					
DEPT SUPP	DEPARTMENT SUPPLIES				2,130.66
<b>Fund 223 - KENO Total:</b>					<b>2,130.66</b>
<b>Fund: 224 - ECONOMIC DEVELOPMENT</b>					
SCHOOL & CONF	SCHOOL & CONFERENCE				175.00
SCHOOL & CONF	SCHOOL & CONFERENCE				195.00
SCHOOL & CONF	SCHOOL & CONFERENCE				106.24
<b>Fund 224 - ECONOMIC DEVELOPMENT Total:</b>					<b>476.24</b>
<b>Fund: 661 - STORMWATER</b>					
SCHOOLS & CONF	SCHOOL & CONFERENCE				533.00
<b>Fund 661 - STORMWATER Total:</b>					<b>533.00</b>
<b>Vendor 08828 - US BANK Total:</b>					<b>6,289.37</b>
<b>Vendor: 01544 - VAN PELT FENCING CO, INC</b>					
<b>Fund: 111 - GENERAL</b>					
GROUND MAINT	GROUNDS MAINTENANCE				5,155.50
<b>Fund 111 - GENERAL Total:</b>					<b>5,155.50</b>
<b>Vendor 01544 - VAN PELT FENCING CO, INC Total:</b>					<b>5,155.50</b>
<b>Vendor: 09898 - VILLANUEVA JULIA</b>					
<b>Fund: 111 - GENERAL</b>					
refund	PARK SHELTER FEE				25.00
<b>Fund 111 - GENERAL Total:</b>					<b>25.00</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
refund	COMPACTR/DUMSPTR LEASE				15.00
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>					<b>15.00</b>
<b>Vendor 09898 - VILLANUEVA JULIA Total:</b>					<b>40.00</b>
<b>Vendor: 04965 - WATER ENVIRONMENT FEDERATION</b>					
<b>Fund: 631 - WASTEWATER</b>					
MEMBERSHIPS	MEMBERSHIPS				83.00
<b>Fund 631 - WASTEWATER Total:</b>					<b>83.00</b>
<b>Vendor 04965 - WATER ENVIRONMENT FEDERATION Total:</b>					<b>83.00</b>
<b>Vendor: 07571 - WEST NEBRASKA CLAIMS SERVICE, INC</b>					
<b>Fund: 631 - WASTEWATER</b>					
SEWER BACKUP CLAIM	SEWER BACKUP CLAIMS				329.00
<b>Fund 631 - WASTEWATER Total:</b>					<b>329.00</b>
<b>Vendor 07571 - WEST NEBRASKA CLAIMS SERVICE, INC Total:</b>					<b>329.00</b>
<b>Vendor: 00268 - WESTERN COOPRTATIVE COMPANY</b>					
<b>Fund: 111 - GENERAL</b>					
GROUND MAINT	GROUNDS MAINTENANCE				375.00
GROUND MAINT	GROUNDS MAINTENANCE				545.46
<b>Fund 111 - GENERAL Total:</b>					<b>920.46</b>
<b>Vendor 00268 - WESTERN COOPRTATIVE COMPANY Total:</b>					<b>920.46</b>

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: 02378 - WESTERN SURETY COMPANY</b>					
<b>Fund: 111 - GENERAL</b>					
PUBLIC EMPLOYEE BLANKET B...	LIABILITY INSURANCE				950.00
				<b>Fund 111 - GENERAL Total:</b>	<b>950.00</b>
				<b>Vendor 02378 - WESTERN SURETY COMPANY Total:</b>	<b>950.00</b>
<b>Vendor: 09559 - WILSON T RONALD</b>					
<b>Fund: 111 - GENERAL</b>					
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE				75.00
				<b>Fund 111 - GENERAL Total:</b>	<b>75.00</b>
				<b>Vendor 09559 - WILSON T RONALD Total:</b>	<b>75.00</b>
<b>Vendor: 00876 - WINTER CREEK CANAL COMPANY</b>					
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
WATER RIGHTS	POST CLOSURE CARE				2,357.50
				<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>	<b>2,357.50</b>
				<b>Vendor 00876 - WINTER CREEK CANAL COMPANY Total:</b>	<b>2,357.50</b>
<b>Vendor: 07239 - WYOMING FIRST AID &amp; SAFETY SUPPLY, LLC</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
FIRST AID KIT SUPPLIES	DEPARTMENT SUPPLIES				74.98
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>74.98</b>
				<b>Vendor 07239 - WYOMING FIRST AID &amp; SAFETY SUPPLY, LLC Total:</b>	<b>74.98</b>
<b>Vendor: 02057 - YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
YMCA	YMCA PAY EE				1,793.00
				<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>	<b>1,793.00</b>
				<b>Vendor 02057 - YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE Total:</b>	<b>1,793.00</b>
<b>Vendor: 03379 - ZM LUMBER INC</b>					
<b>Fund: 111 - GENERAL</b>					
DEPT SUPP	DEPARTMENT SUPPLIES				52.78
GROUND MAINT	GROUNDS MAINTENANCE				21.24
				<b>Fund 111 - GENERAL Total:</b>	<b>74.02</b>
				<b>Vendor 03379 - ZM LUMBER INC Total:</b>	<b>74.02</b>
				<b>Grand Total:</b>	<b>921,649.33</b>

## Report Summary

## Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	65,625.54	854.45
211 - REGIONAL LIBRARY	458.41	0.00
212 - TRANSPORTATION	177,604.67	0.00
213 - CEMETERY	1,645.30	0.00
215 - SPECIAL PROJECTS	37.81	0.00
218 - PUBLIC SAFETY	1,780.00	0.00
223 - KENO	2,148.41	0.00
224 - ECONOMIC DEVELOPMENT	50,796.33	0.00
321 - TIF PROJECTS	46,611.09	0.00
621 - ENVIRONMENTAL SERVICES	12,655.91	386.08
631 - WASTEWATER	73,207.16	386.09
641 - WATER	106,108.14	20,427.08
661 - STORMWATER	51,570.48	492.99
713 - CASH & INVESTMENT POOL	246,007.09	246,007.09
721 - GIS SERVICES	34.71	0.00
725 - CENTRAL GARAGE	3,674.73	0.00
812 - HEALTH INSURANCE	81,683.55	44,023.47
<b>Grand Total:</b>	<b>921,649.33</b>	<b>312,577.25</b>

## Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-21311	SALES TAX PAYABLE	449.91	449.91
111-42206-171	PARK SHELTER FEE	25.00	0.00
111-51281-142	DISABILITY INSURANCE	404.54	404.54
111-52111-111	DEPARTMENT SUPPLIES	733.96	0.00
111-52111-115	DEPARTMENT SUPPLIES	50.00	0.00
111-52111-121	DEPARTMENT SUPPLIES	8.79	0.00
111-52111-141	DEPARTMENT SUPPLIES	622.81	0.00
111-52111-142	DEPARTMENT SUPPLIES	1,085.59	0.00
111-52111-151	DEPARTMENT SUPPLIES	714.29	0.00
111-52111-171	DEPARTMENT SUPPLIES	1,106.83	0.00
111-52121-141	JANITORIAL SUPPLIES	8.94	0.00
111-52121-151	JANITORIAL SUPPLIES	507.33	0.00
111-52121-171	JANITORIAL SUPPLIES	1,149.91	0.00
111-52163-142	INVESTIGATIVE EXPENSES	186.00	0.00
111-52181-142	UNIFORMS & CLOTHING	149.22	0.00
111-52181-171	UNIFORMS & CLOTHING	136.00	0.00
111-52221-151	AUDIOVISUAL SUPPLIES	441.06	0.00
111-52222-121	BOOKS	11.00	0.00
111-52222-151	BOOKS	562.36	0.00
111-52223-151	PROGRAMMING	466.25	0.00
111-52311-114	MEMBERSHIPS	75.00	0.00
111-52311-121	MEMBERSHIPS	120.00	0.00
111-52311-141	MEMBERSHIPS	15.00	0.00
111-52311-171	MEMBERSHIPS	10.00	0.00
111-52411-151	POSTAGE	19.18	0.00
111-52511-142	GASOLINE	113.42	0.00
111-53111-115	CONTRACTUAL SERVICES	39.99	0.00
111-53111-116	CONTRACTUAL SERVICES	87.00	0.00
111-53111-121	CONTRACTUAL SERVICES	6,480.00	0.00
111-53111-142	CONTRACTUAL SERVICES	10,744.72	0.00
111-53111-151	CONTRACTUAL SERVICES	366.00	0.00
111-53111-171	CONTRACTUAL SERVICES	1,675.00	0.00
111-53111-172	CONTRACTUAL SERVICES	909.95	0.00
111-53121-142	CONSULTING SERVICES	312.00	0.00
111-53211-142	LEGAL FEES	238.00	0.00
111-53421-141	BUILDING MAINTENANCE	395.00	0.00



## Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53421-142	BUILDING MAINTENANCE	395.00	0.00
111-53421-151	BUILDING MAINTENANCE	304.00	0.00
111-53421-171	BUILDING MAINTENANCE	667.69	0.00
111-53421-172	BUILDING MAINTENANCE	3,036.02	0.00
111-53441-141	EQUIPMENT MAINTENAN...	214.24	0.00
111-53441-142	EQUIPMENT MAINTENAN...	11.65	0.00
111-53441-171	EQUIPMENT MAINTENAN...	722.35	0.00
111-53451-141	VEHICLE MAINTENANCE	65.24	0.00
111-53451-143	VEHICLE MAINTENANCE	244.60	0.00
111-53471-171	GROUNDS MAINTENANCE	9,004.44	0.00
111-53521-111	HEATING FUEL	314.98	0.00
111-53521-141	HEATING FUEL	180.15	0.00
111-53521-142	HEATING FUEL	296.19	0.00
111-53521-151	HEATING FUEL	242.77	0.00
111-53521-171	HEATING FUEL	587.56	0.00
111-53521-172	HEATING FUEL	132.56	0.00
111-53561-111	TELEPHONE	276.40	0.00
111-53561-112	TELEPHONE	74.20	0.00
111-53561-114	TELEPHONE	82.49	0.00
111-53561-115	TELEPHONE	39.05	0.00
111-53561-116	TELEPHONE	160.00	0.00
111-53561-121	TELEPHONE	182.63	0.00
111-53561-141	TELEPHONE	398.71	0.00
111-53561-142	TELEPHONE	2,011.26	0.00
111-53561-143	TELEPHONE	5.24	0.00
111-53561-151	TELEPHONE	538.97	0.00
111-53561-171	TELEPHONE	214.74	0.00
111-53561-172	TELEPHONE	17.05	0.00
111-53571-141	CELLULAR PHONE	53.96	0.00
111-53631-111	RENT-MACHINES	148.76	0.00
111-53711-111	SCHOOL & CONFERENCE	95.00	0.00
111-53711-112	SCHOOL & CONFERENCE	15.00	0.00
111-53711-115	SCHOOL & CONFERENCE	15.00	0.00
111-53711-142	SCHOOL & CONFERENCE	3,526.44	0.00
111-53711-143	SCHOOL & CONFERENCE	303.15	0.00
111-53751-114	COMMUNITY DEVELOPM...	9,678.00	0.00
111-53831-111	LIABILITY INSURANCE	950.00	0.00
211-52222-151	BOOKS	458.41	0.00
212-52111-212	DEPARTMENT SUPPLIES	6,711.00	0.00
212-52171-212	STREET REPAIR SUPPLIES	937.10	0.00
212-52311-212	MEMBERSHIPS	100.00	0.00
212-53111-212	CONTRACTUAL SERVICES	120.04	0.00
212-53441-212	EQUIPMENT MAINTENAN...	930.98	0.00
212-53451-212	VEHICLE MAINTENANCE	11.11	0.00
212-53491-212	STREET MAINTENANCE	4,364.88	0.00
212-53521-212	HEATING FUEL	1,217.47	0.00
212-53561-212	TELEPHONE	354.81	0.00
212-53711-212	SCHOOL & CONFERENCE	95.00	0.00
212-54322-212	STREET PROJECTS	162,762.28	0.00
213-52111-213	DEPARTMENT SUPPLIES	1,457.17	0.00
213-53441-213	EQUIPMENT MAINTENAN...	116.11	0.00
213-53561-213	TELEPHONE	72.02	0.00
215-52111-143	DEPARTMENT SUPPLIES	37.81	0.00
218-54411-142	EQUIPMENT	1,780.00	0.00
223-52111-113	DEPARTMENT SUPPLIES	17.75	0.00
223-52111-171	DEPARTMENT SUPPLIES	2,130.66	0.00
224-53561-113	TELEPHONE	8.11	0.00
224-53711-113	SCHOOL & CONFERENCE	788.22	0.00

## Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
224-59111-114	ECONOMIC DEVELOPME...	50,000.00	0.00
321-57222-111	DEBT SVC (INT) - TIF	46,611.09	0.00
621-46211-621	COMPACTR/DUMSPTER L...	15.00	0.00
621-51261-621	WORKERS COMPENSATI...	1,000.00	0.00
621-52111-621	DEPARTMENT SUPPLIES	1,827.43	0.00
621-52411-621	POSTAGE	386.08	386.08
621-53111-621	CONTRACTUAL SERVICES	397.00	0.00
621-53193-621	DISPOSAL FEES	900.00	0.00
621-53194-621	POST CLOSURE CARE	2,357.50	0.00
621-53441-621	EQUIPMENT MAINTENAN...	3,981.04	0.00
621-53451-621	VEHICLE MAINTENANCE	1,153.98	0.00
621-53521-621	HEATING FUEL	470.75	0.00
621-53561-621	TELEPHONE	167.13	0.00
631-52111-631	DEPARTMENT SUPPLIES	1,016.25	0.00
631-52311-631	MEMBERSHIPS	83.00	0.00
631-52411-631	POSTAGE	600.73	386.09
631-52611-631	CHEMICALS	5,198.00	0.00
631-53111-631	CONTRACTUAL SERVICES	455.97	0.00
631-53421-631	BUILDING MAINTENANCE	861.63	0.00
631-53441-631	EQUIPMENT MAINTENAN...	331.01	0.00
631-53451-631	VEHICLE MAINTENANCE	6.23	0.00
631-53466-631	SEWER BACKUP CLAIMS	329.00	0.00
631-53531-631	ELECTRIC POWER	16,161.00	0.00
631-53561-631	TELEPHONE	138.59	0.00
631-53711-631	SCHOOL & CONFERENCE	500.00	0.00
631-54212-631	ENGINEERING/DESIGN	2,980.86	0.00
631-54311-631	STRUCTURES	44,544.89	0.00
641-21311	SALES TAX PAYABLE	20,040.98	20,040.98
641-52111-641	DEPARTMENT SUPPLIES	1,055.64	0.00
641-52116-641	METERS	43,736.08	0.00
641-52117-641	SAMPLES	476.00	0.00
641-52411-641	POSTAGE	583.84	386.10
641-52611-641	CHEMICALS	1,952.49	0.00
641-53111-641	CONTRACTUAL SERVICES	1,058.22	0.00
641-53451-641	VEHICLE MAINTENANCE	63.68	0.00
641-53521-641	HEATING FUEL	138.13	0.00
641-53531-641	ELECTRIC POWER	7,095.79	0.00
641-53561-641	TELEPHONE	105.76	0.00
641-53631-641	RENT-MACHINES	48.79	0.00
641-53711-641	SCHOOL & CONFERENCE	700.00	0.00
641-54411-641	EQUIPMENT	29,052.74	0.00
661-21311	SALES TAX PAYABLE	492.99	492.99
661-52111-661	DEPARTMENT SUPPLIES	66.08	0.00
661-52411-661	POSTAGE	13.51	0.00
661-53561-661	TELEPHONE	36.78	0.00
661-53711-661	SCHOOL & CONFERENCE	533.00	0.00
661-54212-661	ENGINEERING/DESIGN	7,976.61	0.00
661-54311-661	STRUCTURES	42,451.51	0.00
713-21512	MEDICARE W/H EE PAYAB...	15,397.48	15,397.48
713-21513	FICA W/H EE PAYABLE	57,639.26	57,639.26
713-21514	FED W/H EE PAYABLE	43,847.31	43,847.31
713-21517	POL UNION DUES EE PAY	1,080.00	1,080.00
713-21518	FIRE UNION DUES EE PAY	450.00	450.00
713-21523	LIFE INS EE PAYABLE	60.14	60.14
713-21524	SMEC EE PAYABLE	346.00	346.00
713-21527	WAGE ATTACHMENT EE ...	757.93	757.93
713-21528	REGULAR RETIRE EE PAY	30,882.69	30,882.69
713-21529	DEFERRED COMP EE PAY	20,763.70	20,763.70

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>	<b>Payment Amount</b>
713-21531	RETIRE FIRE EE PAYABLE	12,905.32	12,905.32
713-21533	RETIRE POLICE EE PAY	24,037.65	24,037.65
713-21534	DIS INC INS EE PAYABLE	760.94	760.94
713-21539	CHILD SUPPORT EE PAY	4,587.86	4,587.86
713-21540	YMCA PAY EE	1,793.00	1,793.00
713-21541	HSA EE PAYABLE	27,480.98	27,480.98
713-21723	LIFE INS ER PAYABLE	716.83	716.83
713-21741	HSA ER PAYABLE	2,500.00	2,500.00
721-53561-721	TELEPHONE	34.71	0.00
725-52111-725	DEPARTMENT SUPPLIES	855.71	0.00
725-52181-725	UNIFORMS & CLOTHING	24.84	0.00
725-53441-725	EQUIPMENT MAINTENAN...	2,522.32	0.00
725-53521-725	HEATING FUEL	177.63	0.00
725-53561-725	TELEPHONE	94.23	0.00
812-53861-112	PREMIUM EXPENSE	37,660.08	0.00
812-53862-112	CLAIMS EXPENSE	41,311.47	41,311.47
812-53863-112	FLEXIBLE BENFT EXPENSES	2,712.00	2,712.00
	<b>Grand Total:</b>	<b>921,649.33</b>	<b>312,577.25</b>

**Project Account Summary**

<b>Project Account Key</b>	<b>Expense Amount</b>	<b>Payment Amount</b>
**None**	874,351.06	312,577.25
2124452111	37.81	0.00
3121957222	46,611.09	0.00
6002052111	66.08	0.00
6002052411	13.51	0.00
6002053561	36.78	0.00
6002053711	533.00	0.00
	<b>Grand Total:</b>	<b>312,577.25</b>

UTILITY REFUNDS 5-7-17

Account #	Status	Contact	Service Address	Refund Amount
070-4760-03	Inactive	R & K LAND CO LLC	1925 E 32ND ST SCOTTSBLUFF NE 69361	10.92
005-1835-03	Inactive	ANGELA CROSS	1810 AVE C SCOTTSBLUFF NE 69361	20.61
035-1357-02	Inactive	STEVE MCLEAN	721 W OVERLAND SCOTTSBLUFF NE 69361	2.37
015-6201-06	Inactive	MICHELLE L MAUER	543 W 40TH ST SCOTTSBLUFF NE 69361	132.12
<b>Total</b>				
4				\$166.02

# **City of Scottsbluff, Nebraska**

**Monday, May 7, 2018**

**Regular Meeting**

## **Item Pub. Hear.1**

**Council to conduct a public hearing as scheduled for this date at 6:00 p.m. to consider a rezone of Lots 1-8, Dakota Preserve from agricultural to R-1B Rural Residential Estate Zone.**

Staff Contact: Gary Batt, Code Administrator

## Agenda Statement

Item No.

For Meeting of: May 7, 2018

**AGENDA TITLE:** Rezone

**SUBMITTED BY DEPARTMENT/ORGANIZATION:** Development Service Department

**PRESENTATION BY:** Nathan Johnson

**SUMMARY EXPLANATION:** The applicant(s), Bran and Rojean Sweeney and the Sweeney Family Living Trust have requested a rezone of their property located at a Tract of land situated in the Northeast Quarter of Section 18, Township 22 North, Range 54 West of the 6<sup>th</sup> P.M., Scotts Bluff County, Nebraska.

This property is currently within the Extra Territorial Jurisdiction. The rezone covers 31.74 Acres, more or less from Agricultural to R-1B (Rural Residential). The 2016 Comprehensive Plan has this area as future Rural Residential land use.

The property is abutting to the north is zoned AG, with some plots of R-1B, the property abutting to the west is zoned as AG Residential, the property abutting to the east is AG and the property abutting to the south is zoned as R-1B.

The property will be platted into 3 acre lots.

**BOARD/COMMISSION RECOMMENDATION:**

**STAFF RECOMMENDATION:** The Scottsbluff Planning Commission met in regular scheduled meeting on April 9, 2018 and gave positive recommendation to approve the rezone of this property from AG to R-1B, staff recommends that the property be rezoned from AG to R-1B.

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### EXHIBITS

Resolution

Ordinance

Contract

Minutes

Plan/Map

Other (specify)

Rev: 11/15/12 City Clerk

Planning Commission Minutes  
Regular Scheduled Meeting  
April 9, 2018  
Scottsbluff, Nebraska

The Planning Commission of the City of Scottsbluff, Nebraska met in regular scheduled meeting on April 9, 2018, 6:00 P.M. in the City Hall Council Chambers, 2525 Circle Drive, Scottsbluff, Nebraska. A notice of the meeting had been published in the Star-Herald, a newspaper of general circulation in the city, on March 30, 2018. The notice stated the date, hour and place of the meeting, that the meeting would be open to the public, that anyone with a disability desiring reasonable accommodation to attend the Planning Commission meeting should contact the development Services Department, and that an agenda of the meeting kept continuously current was available for public inspection at Development Service Office; provided; the City Planning Commission could modify the agenda at the meeting if the business was determined that an emergency so required. A similar notice, together with a copy of the agenda, also has been delivered to each Planning Commission member. An agenda kept continuously current was available for public inspection at the office of the Development Services Department at all times from publication to the time of the meeting.

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

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

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

Item 4: Business not on the agenda: None

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

Item 6: The minutes of the January 22, 2018 meeting were reviewed.

Conclusion: A motion was made by Zitterkopf and seconded by Estrada to approve the minutes from the meeting on January 22, 2018. "Yeas": Chadwick, Zitterkopf, Gompert, Huber, Estrada, Aguallo. "Nays": None, "Abstained": None, "Absent": Wayman, Westphal, Weber. Motion Carried.

Item 7: The Planning Commission opened the public hearing, the applicants Brian and Rojean Sweeney, Sweeney Family Living Trust requested a rezone of their property located at a tract of land situated in the Northeast Quarter of Section 18, Township 22 North, Range 54 West of the 6<sup>th</sup> PM, Scotts Bluff County, Nebraska, particularly described as: beginning at the northwest corner of the north east quarter of said section 18; thence, on the north line of said section, S89°58'59" for a distance of 50.04 feet: thence, parallel and 50 feet distant to the west line of said northeast quarter, S02°14'43" W for a distance of 600.54 feet; thence, parallel and 600 feet distant to the said north line, S89°58'59" E for a distance of 1435.80 feet: thence, S55°44'59" E for a distance of 378.58 feet: thence, S86°33'59" E to a

point of intersection with the westerly right-of-way of the CB&Q Railroad, being a distance of 423.25 feet; thence, along said right of way, along a 2929.97 feet radius curve to the left, supporting a central angle of  $15^{\circ}16'31''$ , chord being  $S36^{\circ}14'06''W$  for 776.44 feet, for an arc distance of 778.75 feet; thence,  $N89^{\circ}27'37''$  feet; thence,  $N89^{\circ}27'37''W$  for a distance of 706.37 feet; thence,  $N28^{\circ}29'11''W$  for a distance of 326.20 feet; thence,  $N88^{\circ}15'29''W$  for distance of 373.10 feet; thence,  $S00^{\circ}01'01''W$  for a distance of 25.01 feet; thence,  $N88^{\circ}15'29''W$  to a point of intersection with the west line of said northeast quarter, being a distance of 550.01 feet; thence, along said west line,  $N02^{\circ}14'43''E$  for a distance of 1169.70 feet to the point of beginning, containing an area of 31.74 acres, more or less.

This property being located in the Extra Territorial Jurisdiction is zoned as AG, the Sweeney family requests the property be rezoned from Ag to R-1B. The surrounding properties abutting the Sweeney property, the property located to the west is Ag Residential, the property located to the north is Ag with small plots of R-1B, the property located to the east is AG and the property located to the south is currently R-1B. The 2016 Comprehensive Plan lists this area as Rural Residential for future land use.

Steve Smith (neighbor) approached the Planning Commission, stating he resides south of the Sweeney location and stated he was in favor of the rezone. No other people spoke.

Conclusion: A motion was made by Henry Huber and seconded by David Gompert to approve the rezone of the Sweeney property from AG to R-1B. "Yeas" Chadwick, Zitterkopf, Gompert, Huber, Estrada, Aguillo. "Nays": None, "Abstain": None, "Absent": Wayman, Westphal, Weber. Motion Carried.

Item 8: The Planning Commission opened a public hearing for a request from property owner(s) Brian and Rojean Sweeney, Sweeney Family Living Trust for a Preliminary Plat of Lots 1-8, Block 1, Dakota Preserve, Scotts Bluff County, Nebraska, situated in the Northeast Quarter of Section 18, Township 22 North, Range 54 West of the 6<sup>th</sup> P.M., Scotts Bluff County, Nebraska. The property is composed of 31.74 acres more or less and will consist of eight (8), three acre lots for residential development, each lot will have a well and septic system. Access to the lots will be from County Road J onto a private street (Dakota Road) in the subdivision.

Henry Huber asked Brian Sweeney about the maintenance of the access road (Dakota Road) into the property to which Brian stated it will be done privately, since the road will not meet the City requirement of asphalt or concrete, being gravel surface. A SWPP permit will not be required as this is not within our city limits.

Conclusion: A motion was made by Zitterkopf and seconded by Gompert to approve the preliminary plat of Lots 1-8, Block 1, Dakota Preserve, situated in the Northeast Quarter of Section 18, Township 22 North, Range 54 West of the 6<sup>th</sup> P.M., Scotts Bluff County, Nebraska. "Yeas": Chadwick, Zitterkopf, Gompert, Huber, Estrada, Aguillo. "Nays": None, "Abstain": None, "Absent": Wayman, Westphal, Weber. Motion Carried.

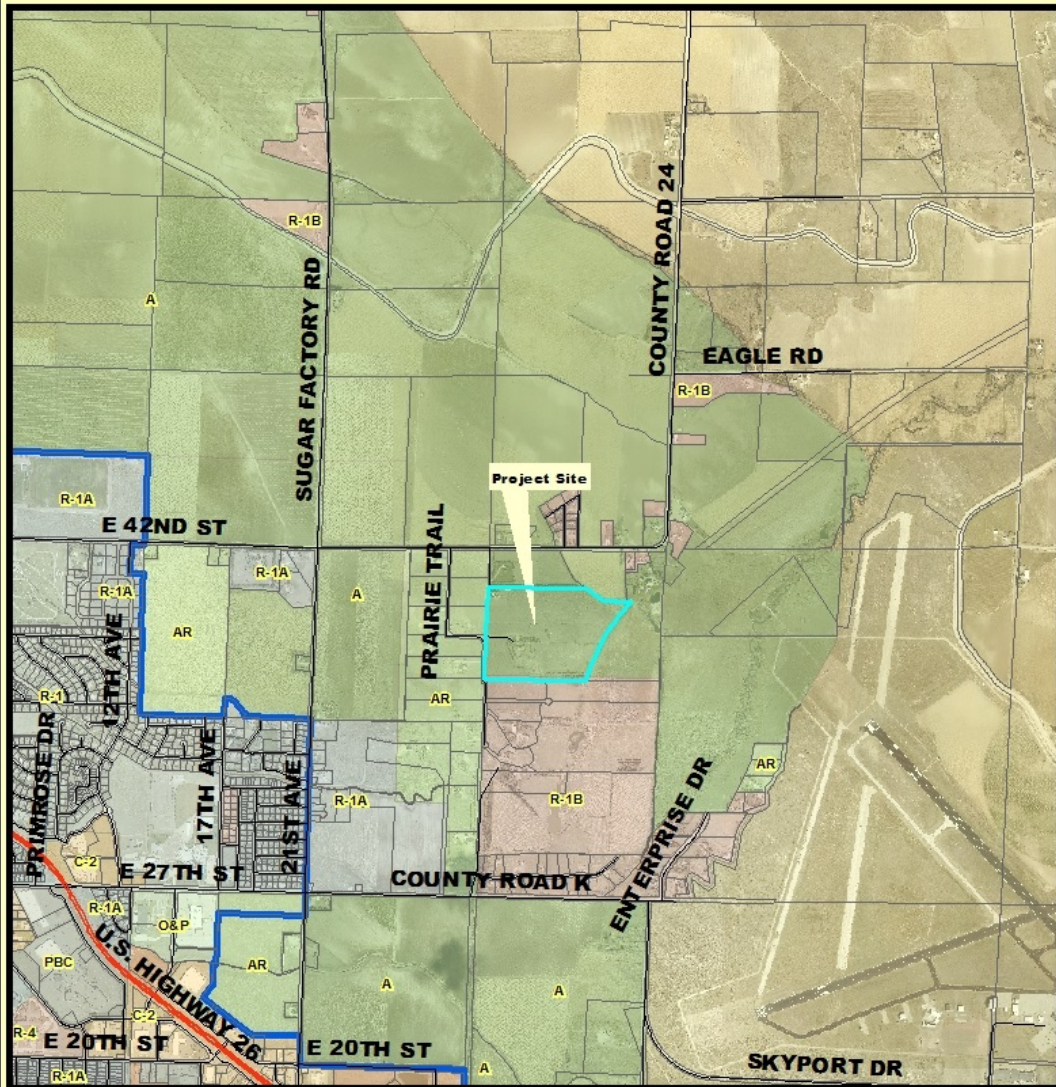
ITEM 9: The Planning Commission opened a public hearing for a request from property owner(s) Brian & Rojean Sweeney, Sweeney Family Living Trust for a Final Plat of Lots 1-8, Block 1, Dakota Preserve, Scotts Bluff County, Nebraska, situated in the Northeast Quarter of Section 18, Township 22 North, Range 54 West of the 6<sup>th</sup> P.M., Scotts Bluff County, Nebraska. The property is composed of 31.74 acres more or less, consisting of eight (8), three acre lots for residential development, each lot will have well and septic system. Access will be from County Road J onto a private road (Dakota Road) into the subdivision. There were no comments made.



Conclusion: A motion was made by Gompert and seconded by Estrada to approve the Final Plat of Lots 1-8, Block 1, Dakota Preserve, situated in the Northeast Quarter of Section 18, Township 22 North, Range 54 West of the 6<sup>th</sup> P.M., Scotts Bluff County, Nebraska. "Yeas": Chadwick, Zitterkopf, Gompert, Huber, Estrada, Aguallo. "Nays": None. "Abstain": None. "Absent": Wayman, Westphal, Weber. Motion Carried.

Item 10: Motion made to adjourn by Estrada and seconded by Huber. "Yeas": Chadwick, Zitterkopf, Gompert, Huber, Estrada, Aguallo. "Nays": None. "Abstain": None. "Absent": Wayman, Westphal, Weber. Motion Carried.

Rezone NE 18-22-54



4/25/18

Map by Jon Reiter: City of Scottsbluff  
Coordinate System:  
NAD 1983 StatePlane Nebraska FIPS 2600 Feet  
Lambert Conformal Conic



The City makes no representation or warranty as to the accuracy, timeliness, or completeness, and in particular, its accuracy in labeling or displaying dimensions, contours, property boundaries, or placement or location of any map features thereon.

# **City of Scottsbluff, Nebraska**

**Monday, May 7, 2018**

**Regular Meeting**

## **Item Pub. Hear.2**

**Council to approve Ordinance for the rezone of Lots 1-8, Block 1,  
Dakota Preserve.**

**Staff Contact: Nathan Johnson, City Manager**

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE DEALING WITH ZONING, AMENDING SECTION 25-1-4 BY UPDATING THE OFFICIAL ZONING DISTRICT MAP TO SHOW THAT LOTS 1-8, BLOCK 1, DAKOTA PRESERVE, A SUBDIVISION OF A PART OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 22 NORTH, RANGE 54 WEST OF THE 6<sup>TH</sup> P.M., SCOTTS BLUFF COUNTY, NEBRASKA, WHICH IS CURRENTLY ZONED AS A AGRICULTURE, WILL NOW BE INCLUDED IN R-1B RURAL RESIDENTIAL ESTATE ZONE, AND REPEALING PRIOR SECTION 25-1-4.**

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

Section 1. Section 25-1-4 of the Municipal Code is amended to provide as follows:

25-1-4. Zones; location; maps. The boundaries of the zoning districts created in this chapter are shown on the zoning district map which is made a part of this municipal code. The zoning district map and all information shown thereon shall have the same force and effect as if fully set forth and described herein. The official zoning district map shall be identified by the signature of the Mayor, attested by the City Clerk under the following statement:

This is to certify that this is the official zoning district map described in §25-1-4 of the Scottsbluff Municipal Code, passed this 7<sup>th</sup> day of May, 2018.

Section 2. Previously existing Section 25-1-4 and all other Ordinances and parts of Ordinances in conflict with this Ordinance, are repealed. Provided, this Ordinance shall not be construed to affect any rights, liabilities, duties or causes of action, either criminal or civil, existing or actions pending at the time when this Ordinance becomes effective.

Section 3. This Ordinance shall become effective upon its passage, approval and publication as provided by law.

PASSED AND APPROVED on \_\_\_\_\_, 2018.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

(Seal)

# **City of Scottsbluff, Nebraska**

**Monday, May 7, 2018**

**Regular Meeting**

## **Item Pub. Hear.3**

**Council to consider a final plat of Lots 1-8, Block 1, Dakota Preserve and approve the Resolution.**

Staff Contact: Gary Batt, Code Administrator

# Agenda Statement

Item No.

For Meeting of: May 7, 2018

**AGENDA TITLE:** Final Plat of Lots 1-8, Block 1, Dakota Preserve, a subdivision of a part of the Northeast Quarter of Section 18, Township 22 North Range 54 West of the 6<sup>th</sup> P.M., Scotts Bluff County, Nebraska.

**SUBMITTED BY DEPARTMENT/ORGANIZATION:** Development Services Department

**PRESENTATION BY:** Nathan Johnson

**SUMMARY EXPLANATION:** The purpose of this Final Plat is to create eight separate lots and allow for the sale of them individually. The property is located south of County Road J and Dakota Road. This property is approximately 31.74 acres, more or less. The subdivision of these lots will comply with the code requirements in the R-1B zoning.

**BOARD/COMMISSION RECOMMENDATION:** The Scottsbluff Planning Commission, at its April 9, 2018, unanimously recommended approval of the Final Plat.

**STAFF RECOMMENDATION:** Staff recommends Council authorize the Mayor to sign accompanying resolution so that the Final Plat may be filed at the Scotts Bluff County Register of Deeds.

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### EXHIBITS

Resolution X      Ordinance       Contract       Minutes       Plan/Map

Other (specify) \_\_\_\_\_

**NOTIFICATION LIST:** Yes X No Further Instructions

Please list names and addresses required for notification. Brian Sweeney, 90340 Dakota Road, Scottsbluff, Email is bsweeney.sa@gmail.com

**APPROVAL FOR SUBMITTAL:** \_\_\_\_\_  
City Manager

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Rev: 11/15/12 City Clerk

Rev: 11/15/12 City Clerk

**RESOLUTION NO. 18-\_\_**

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

**WHEREAS, BE IT RESOLVED**, the final plat of Lots 1-8, Block 1, Dakota Preserve, a subdivision of a part of the NE¼ of Section 18, Township 22 North, Range 54 West of the 6<sup>th</sup> P.M., Scottsbluff, Scotts Bluff County, Nebraska, dated March 13, 2018, duly made, acknowledged and certified, is approved and the Mayor is authorized to sign the Plat on behalf of the City of Scottsbluff, Nebraska. Such Plat is ordered filed and recorded in the office of the Register of Deeds, Scotts Bluff County, Nebraska.

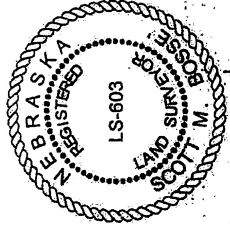
Passed and approved this \_\_\_\_ day of May, 2018.

\_\_\_\_\_  
Mayor

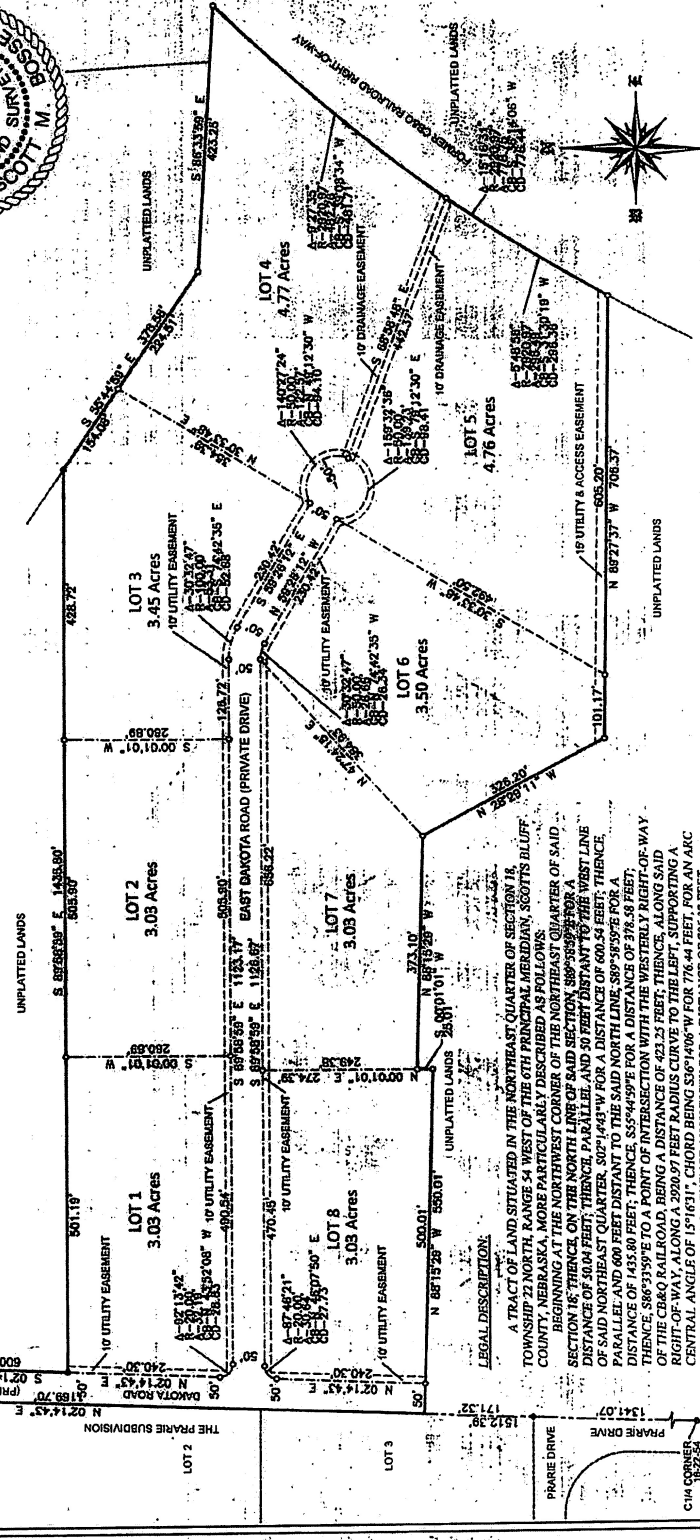
ATTEST:

\_\_\_\_\_  
City Clerk





**FINAL PLAT**  
**LOTS 1-8, BLOCK 1, DAKOTA PRESERVE,**  
 A SUBDIVISION OF A PART OF THE NORTHEAST QUARTER OF SECTION 18,  
 TOWNSHIP 22 NORTH, RANGE 54 WEST OF THE 6TH P.M., SCOTTSS BLUFF COUNTY, NEBRASKA.



SCALE 1"=200'  
 ●=CORNER FOUND  
 ○=CORNER SET  
 5/8" DIA REBAR PVC CAP

**LEGAL DESCRIPTION**  
 A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 22 NORTH, RANGE 54 WEST OF THE 6TH P.M., SCOTTSS BLUFF COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE ON THE NORTH LINE OF SAID SECTION, S89°38'32" E FOR A DISTANCE OF 60.04 FEET; THENCE PARALLEL, AND 50 FEET DISTANT TO THE WEST LINE OF SAID NORTHEAST QUARTER, S02°14'43" W FOR A DISTANCE OF 600.54 FEET; THENCE PARALLEL, AND 600 FEET DISTANT TO THE SAID NORTH LINE, S89°55'59" E FOR A DISTANCE OF 1435.80 FEET; THENCE, S55°44'59" E TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY OF THE CB&Q RAILROAD, BEING A DISTANCE OF 423.23 FEET; THENCE, ALONG SAID RIGHT-OF-WAY, ALONG A 2926.97 FEET RADIUS CURVE TO THE LEFT, SUPPORTING A CENTRAL ANGLE OF 15°16'31", CHORD BEING 596'14"06" W FOR 776.44 FEET; FOR AN ARC DISTANCE OF 778.75 FEET; THENCE, N89°27'37" W FOR A DISTANCE OF 766.37 FEET; THENCE, N28°29'11" W FOR A DISTANCE OF 526.20 FEET; THENCE, N88°15'29" W FOR A DISTANCE OF 371.10 FEET; THENCE, S00°01'01" W FOR A DISTANCE OF 1529.70 FEET; THENCE, N88°15'29" W FOR A POINT OF BEGINNING, BEING A WEST LINE OF SAID NORTHEAST QUARTER, BEING A DISTANCE OF 580.01 FEET; THENCE, ALONG SAID WEST LINE, N07°14'16" E FOR A DISTANCE OF 1489.70 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 31.74 ACRES, MORE OR LESS.

# **City of Scottsbluff, Nebraska**

**Monday, May 7, 2018**

**Regular Meeting**

## **Item Public Inp1**

**Council to consider sewer back up claim from Jose Gutierrez at 1516 3rd Ave. and make a recommendation to staff.**

**Staff Contact: Nathan Johnson, City Manager**

**City of Scottsbluff**  
**CITIZEN INCIDENT REPORT**

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

Date: 4-16-18

Date and location of Incident: 4-15-18 1516 3rd Ave Scottsbluff

Claimant Name: Jose Gutierrez Phone: (308) 225-2286 <sup>9 (308) Andy</sup> 225-1545

Address: 307 E Overland City: Scottsbluff State and Zip: NE 69361

Tenant DAM (308) 765-5059 Kimberly (308) 315-8293  
City Department Contact: \_\_\_\_\_

Narrative of what happened: Basement Flooded

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Estimated amount of damages \$ ? (attach estimates)

Attachments: Photos: \_\_\_\_\_ Estimates: \_\_\_\_\_ Medical Bills: \_\_\_\_\_

Witnesses: \_\_\_\_\_ Contact Information: \_\_\_\_\_

Citizen insurance information: \_\_\_\_\_

Reported by (city staff): Cindy Dickinson

Received Date: 4/16/18

Signature of Claimant(s): Jose Gutierrez

SUBMIT TO: CINDY DICKINSON, CITY CLERK, CITY OF SCOTTSBLUFF  
2525 CIRCLE DRIVE, SCOTTSBLUFF, NE 69361

## Cindy Dickinson

---

**From:** Kent Hadenfeldt <KHADENFELDT@SIMMONSOLSEN.COM>  
**Sent:** Monday, April 30, 2018 3:34 PM  
**To:** Cindy Dickinson  
**Cc:** SCOTTSBLUFF\_CITY OF \_ 2018 CITY CLERK \_21140\_182020\_ E\_Mail \_ 21140\_182020  
**Subject:** RE: sewer back-up claim - City of Scottsbluff/Gutierrez - SB18 0070 [IWOV-iManage.FID277324]

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hello Cindy. I have reviewed the attached documents and followed up with the Waste Water Staff regarding the attached claim. It is my recommendation not to pay the claim. Since the decisions in the Henderson v. Columbus and Essink v. Gretna cases to have a successful claim against a City for a sewer back up there must be some negligence on behalf of the City. According to the evidence in this matter the City acted reasonably in its inspections and maintenance routine. It appears the cause of this back up was an intrusion of tree roots coming from the private sewer lateral at 1319 2<sup>nd</sup> Avenue. It was not caused by the condition of the City's sewer main. As such the City has no duty to clean out a private lateral, but has notified the owner to do so.

My follow up investigation brought up a similar incident which occurred in 2015. At that time the City notified the owner of 1319 2<sup>nd</sup> Avenue that maintenance was required at their private lateral. Because of the prior incident there is a question of foreseeability. However, it does not appear foreseeable that this incident would reoccur. The maintenance reports and City records do not show any type of concern or problem with the City's main in this area. Foreseeable risk is an element in the determination of negligence, not a legal duty. In order to determine whether appropriate care was exercised a fact finder can assess the foreseeable risk at the time of the action. With that assessment and the routine inspection of the city's main, there was no indication of a problem and no signs it would reoccur. The City has acted reasonable under the circumstances. Based upon the foregoing it would be my recommendation that the City withdraw the claim from consideration and tell the claimant that upon the passage of six months, they could withdraw the claim and pursue it in court if they choose. Let me know if you have any questions.

Kent A. Hadenfeldt  
Simmons Olsen Law Firm, P.C.  
1502 Second Avenue  
Scottsbluff, NE 69361  
(308) 632-3811  
(308) 635-0907 (Fax)  
Email: [khadenfeldt@simmonsolsen.com](mailto:khadenfeldt@simmonsolsen.com)  
Website: <http://www.simmonsolsen.com>



**PLEASE NOTE:** This message including any attachments, may include information which is privileged, confidential and/or attorney work product. Any distribution or use of this communication by anyone other than the intended recipient(s) is strictly prohibited and may be unlawful. If you are not the intended recipient, please notify the sender by replying to this message and then delete it from your system. Any tax advice contained in this communication was not intended or written to be used, and cannot be used, for the purpose of avoiding penalties that may be imposed under federal tax law. Thank you.

---

**From:** Cindy Dickinson [mailto:[cdickins@scottsbluff.org](mailto:cdickins@scottsbluff.org)]  
**Sent:** Wednesday, April 25, 2018 11:22 AM

---

# Memo

**To:** Cindy Dickinson, City Clerk  
**From:** Lynn Garton, Water Reclamation Supervisor  
**CC:** Mark Bohl, Public Works Director  
**Date:** 4/17/2018  
**Re:** 1516 3<sup>rd</sup> Avenue Sewer Call

---

At approximately 7:39p.m. Sunday April 15, 2018 Randy Rutter received a call from the Scottsbluff Communication Center indicating that a Mr. Andy Gutierrez from 1516 3<sup>rd</sup> Avenue was reporting a sewer backup at his residence. Randy contacted Clay Rahmig for assistance to investigate the situation. Upon initial investigation they discovered that the manholes at East 14<sup>th</sup> Street, East 15<sup>th</sup> Street and East 16<sup>th</sup> Street had standing water indicating some sort of backup in the sanitary sewer mainline. They found normal flow at the manhole located on East Overland at which time they contacted Eddie Shapland to bring the Jet/Vac truck to the area to perform cleaning of the line.

Upon Eddie's arrival he set up to perform cleaning of the mainline from East Overland, heading to the North. At approximately 250 feet they encountered a blockage in the mainline. After several attempts they dislodged the blockage and flows began to return to normal. As the flows began to recede, they visually saw roots, rags and toilet paper in the flows. At that point Randy contacted Mr. Gutierrez via phone to let him know that the line had been opened. The crew then left the area.

On April 16<sup>th</sup> the collection crew returned to the area and conducted a televised inspection of the mainline in question. At that approximate 250 foot mark, a large root mass was found protruding from the lateral of the residence located at 1319 2<sup>nd</sup> Avenue. (Exhibit A) no other obstructions were noted. The crew returned to the plant and prepared the Jet/Vac truck with a wire spinner head that would be used to remove the root ball the next day.

On April 17, 2018 the crew returned to the area to complete the cleaning (see Exhibit B) the wire spinner head removed the root ball from the mainline as indicated in the 1<sup>st</sup> photo, the 2<sup>nd</sup> photo shows the remaining root ball in the lateral of 1319 2<sup>nd</sup> Avenue that would need to be removed by a plumbing outlet. Exhibit C shows the lateral connection from the residence of 1516 3<sup>rd</sup> Avenue where the call originated.

City of Scottsbluff  
Wastewater Treatment Plant Sewer Call Work Record

Reviewed by Supervisor: [Signature]

Date: 4-15-18 Time of Call: 7:39 pm Received By: Comm Center Given to: Randy Rutter Time Given: 7:39

Caller: Andy Quiroz Phone #: 308-225-1545 Owner if Known: N/A

Location / Address: 1516 3rd ave

Work Request: check sewer main

WORK PERFORMED

Field employees must answer all items numbered 1 through 14 and turn the Work Record over to the Wastewater Supervisor for Review.

1) Time of Arrival: 8:10 pm

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

Between	And...	On (What St or Ave)	Flow in Manholes: Write what was found below.	Picture Taken Yes or No
Example: E 16 <sup>th</sup> St	E 17 <sup>th</sup> St	12 <sup>th</sup> Ave	Normal	Yes
<u>16<sup>th</sup> st</u>	<u>14<sup>th</sup> st</u>	<u>3rd ave</u>	<u>Standing Water</u>	<u>NO</u>
		<u>Eastoverland</u>	<u>Normal Flow</u>	

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

- I informed the customer that they will need to contact a plumber to assist them with their private lines as the City's manholes have been checked in the area and the flow is okay. Who did you inform \_\_\_\_\_
- or  I informed the plumber that they will need to take a closer look at the customer's private lines as the City's manholes have been checked in the area and the flow is okay. Who did you inform \_\_\_\_\_
- or Cleaning performed: Pulled sewer main line

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

5) Number of feet jetted: 250 ft

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

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

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

9) Who did you give the letter and brochure to? \_\_\_\_\_

10) Date Completed: 4-15-18 11) Personnel Time Involved 2 hrs

12) Sewer JET Hours Involved \_\_\_\_\_ 13) Sewer CAMERA hours Involved: \_\_\_\_\_

14) Work Performed By: Randy Rutter Eddie Shepherd

Randy Rutter

I Randy Rutter received call from the Comm Center at 7:39 pm 7-15-18 Sunday Evening and was informed of a call from the landlord of a rental home at 1516 3rd ave about a sewer backup. The contact name and number I was given was Randy Duitierrez 308-225-1545 and was told he was the landlord's son. I called Clay Rahmig for assistance. I proceeded to the waste water plant to get the service truck. Clay met me at the plant and we proceeded to the call location. We checked the manhole on 16th st and found standing water. I called Eddie Shapland and told him we needed the sewer jet truck at our location. We checked the manhole on 15th and 14th st and also found standing. We opened the manhole on Eastoverland and found normal flow. I called Eddie and told him to meet us at that manhole to pull the line. Eddie arrived with the sewer jet and started pulling the line. We made contact with the line plug at 350 ft. After repeated attempts we broke through the plug and had normal flow. I called Andy Duitierrez and informed him we had opened up the line. He said he would call the landlord and the meter and let them know the line was open. We closed the manhole and Clay and I proceeded back to 16th st to check that manhole again and we found good flow. We headed back to the plant to put everything away.

City of Scottsbluff  
2525 Circle Drive  
Scottsbluff, NE 69361  
Phone: 308-630-6291



1516 3rd Ave

MH  
Cammed  
From



Roots  
In lateral  
1319 2nd  
Ave  
(Blockage  
was here)

MH Cleaned From  
J Cammed to





**West Nebraska Claims Service**

P.O. Box 140  
Scottsbluff, NE 69363-0140  
wncs-sb@wncs.net  
308-632-4161 - Phone  
308-632-4055 - Fax

**LOSS REPORT**

**Final**

Reference: City Of Scottsbluff  
2525 Circle Drive  
Scottsbluff, NE 69361  
Attention: Cindy Dickinson  
Insured: City of Scottsbluff  
2525 Circle Drive  
Scottsbluff, NE 69361

Report #: 0  
Catastrophe Number:  
Policy Number: UNAVAILABLE  
Claim Number: UNAVAILABLE  
Date of Loss: 4/16/2018  
Type of Loss: Backup of Sewer or Drain  
File Number: SB18-0070

**ENCLOSURES:**

Estimate, Statement of Loss, Bill for Services, Photos (19), Diagrams

**COVERAGE:**

Liability \$0.00 Eff. Dates: From: To:  
Mortgagee:  
Deductible: \$0.00  
Co-Ins. Policy: Yes  No   
Forms:

**Property Report**

**Loss Description:** I was advised that the sewer backed into the basement of the real property of Jose Gutierrez, 1516 Third Avenue, Scottsbluff, NE 69361 and caused damage to the real property and to the personal property of the tenant, Pam Coley.

**Assignment:**

**Received:** 04/16/2018  
**Contacted:** 04/16/2018  
**Inspected:** 04/18/2018  
**Contact Person:** Andy Gutierrez, Pam Coley

**Claimant Real Property:** Jose Gutierrez, 307 East Overland, Scottsbluff, NE 69361, phone number 308-225-2286, and claimant's son, Andy Gutierrez, phone number 308-225-1545.

**Claimant Personal Property:** Pam Coley, 1516 Third Avenue, Scottsbluff, NE 69361, phone number 308-765-5059.

**Photos:** Attached are the photos of the claimant's property and the damage sustained to the claimant's property.

**Diagram:** Attached is the diagram of the damaged area in the claimant's dwelling.

**Scope of Damage:** The claimant states that the sewer water backed up through the basement floor drain. The sewer water backed up into the laundry room, hallway, bathroom and bedroom. There was plaster damage to the hallway and bedroom, those rooms will have to have the walls repaired and then painted. The laundry room and bathroom only had sewer water on the floors. The total amount of damage to the real property was \$1,965.86 and after the deduction for depreciation, the net claim for the real property is \$1,771.19, the damage to the personal property is \$161.82 and after the deduction for depreciation, the net claim for the personal property is \$80.91. The total amount of damage after depreciation is \$1,852.10

**Salvage:** None

**Adjustments & Remarks:** Per your request, I have spoken with the claimants, obtained photos of the damage and

estimated the replacement cost and the actual cash value of the real property and the personal property. If you have any questions, please advise.

---

**STATEMENT OF LOSS:**

<u>Item</u>	<u>RCV</u>	<u>Dep</u>	<u>ACV</u>	<u>Limit</u>
Liability	\$2,046.77	\$194.67	\$1,852.10	\$0.00
<b>TOTALS</b>	<b>\$2,046.77</b>	<b>\$194.67</b>	<b>\$1,852.10</b>	

Deductible	\$0.00
Less Prior Payments	\$0.00
Claim Payable	\$1,852.10
Due Insured	<b>\$1,852.10</b>

Recoverable Depreciation Totals:	<u>\$0.00</u>
Non-Recoverable Depreciation Totals:	<u>\$194.67</u>
Net Claim Without Rec. Depreciation:	<u>\$1,852.10</u>

---

**RECOMMENDATIONS:**

No recommendations are in order since I was to write the estimate of repair and not determine liability.

---

\_\_\_\_\_  
Marvin Richard

\_\_\_\_\_  
4/19/2018  
Date

# **City of Scottsbluff, Nebraska**

**Monday, May 7, 2018**

**Regular Meeting**

## **Item Public Inp2**

**Council to consider a Community Festival Permit for Cirrus House, Inc. at 1504 1st Ave. on May 26, 2018 for the Pony Express Ride Kickoff, including street closure, noise permit and Penny Carnival.**

**Minutes: \$2500.00 check presented in lieu of surety bond for clean up.**

**Staff Contact: Cindy Dickinson, City Clerk**

**APPLICATION  
COMMUNITY FESTIVAL, BUSINESS PROMOTIONAL EVENT, CARNIVAL  
PERMIT**

To be filed with the city Clerk at least 14 days, but no more than one year before proposed event.

1. Cirrus House Inc.  
(name of sponsoring organization)  
1509 1<sup>st</sup> Ave Scottsbluff NE 309 635-1488  
(street) (city) (state) (telephone number)  
Matthew D Reese  
(chairperson responsible for event) (day telephone number)

2. \_\_\_\_\_  
(name of co-sponsoring organization)  
\_\_\_\_\_  
(street) (city) (state) (telephone number)  
\_\_\_\_\_  
(contact person) (day telephone number)

3. **Event Information**  
Pony Express Ride Kick Off  
(name of event)  
5/26/2018 3p - 7p  
(date(s) of event) (time(s) of event)  
15<sup>th</sup> St & 1<sup>st</sup> Ave Scottsbluff  
(location of event)

4. **Activity Information**  
Describe general activities including whether there will be any vendors, music, loudspeakers. Serving or selling of alcoholic beverages\*, etc.)  
Penny Carnival & Kick off for Children's Mental Health Awareness event

\*If alcoholic beverages will be sold or served, a special permit will be required. The applicant should contact the City Clerk for more information.

5. **Street Closure**  
1st Avenue & 15<sup>th</sup> St from 3p - 7p  
Please note any streets to be closed and the times required for closure

6. **Flags/Banners/Signs**  
\_\_\_\_\_

8. Have you provided for a public liability insurance policy naming the City as additional insured? Yes \_\_\_\_\_ No X

Community Festival/Business Promotion

Street Carnival

\$200,000 for one person

\$500,000 for any one accident

\$ 50,000 for injuries to property

\$ 800,000 for one person

\$2,000,000 for any one accident

\$ 200,000 for injuries to property

9. Have you provided either a \$2,500.00 cash deposit or surety bond for clean up. (This will be returned after it is determined that no repairs or clean up is required by City).

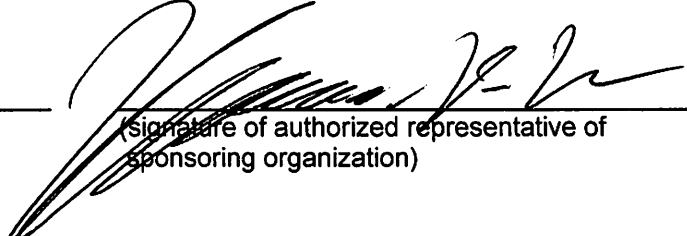
Yes \_\_\_\_\_ No X

I (We) agree to abide by all regulations as stated in the Scottsbluff Municipal code regulating this permit.

Dated: 5/2/2018

Signed:

Cirrus House Inc.  
(name of sponsoring organization)

  
(signature of authorized representative of sponsoring organization)

\_\_\_\_\_  
(name of co-sponsoring organization)

\_\_\_\_\_  
(signature of authorized representative of co-sponsoring organization)

# **City of Scottsbluff, Nebraska**

**Monday, May 7, 2018**

**Regular Meeting**

## **Item Reports1**

**Council to consider a contract with NBC Nebraska TV for PSA announcements and authorize Mayor to execute the contract.**

**Staff Contact: Nathan Johnson, City Manager**



Leann,

Here is a proposal for an annual campaign starting May 1st, 2018 to April 30th, 2019 .  
Total Cost is \$1,390 per month

Signature \_\_\_\_\_ City Official/Title

Signature \_\_\_\_\_ Dept. Rep/Title

Thank you for your business!

Name: Dan Brott

[email: dan.brott@nbcneb.com](mailto:dan.brott@nbcneb.com)





Proposal ID: 183615  
 Schedule Date: 5/1/2018 - 5/31/2018  
 Advertiser: City of Scottsbluff  
 Product: Utilities - Power/Water  
 Spot Length(s): :30

Acct. Exec: Dan Brott  
 Email: dan.brott@nbcneb.com

Gray does not discriminate in its advertising contracts, and it will not accept advertising intended to discriminate on the basis of race or ethnicity. Advertiser hereto affirms that nothing in this Agreement is intended to discriminate on the basis of race or ethnicity. This Agreement is subject to the Standard Terms and Conditions available at [www.gray.tv/advertising](http://www.gray.tv/advertising).

Flight Dates: 5/1/2018-5/31/2018

Program Time	Spot Length	MY 1	MY 7	MY 14	MY 21	MY 28	DMA HH RTG	Wks	Rate Spots
NGWN+									
NBC NEBRASKA TODAY Mo-Fr 6:00a-7:00a	:30	1	1	1	1	1	1.6	5	\$30.00 5
NBC NEB NEWS AT NOON Mo-Fr 12:00p-12:30p	:30	1	1	1	1	1	0.8	5	\$20.00 5
NBC NEBRASKA NEWS AT 6P Mo-Fr 6:00p-6:30p	:30	1	1	1	1	--	5.5	4	\$80.00 4
Prime Rotators Mo-Fr 7:00p-10:00p	:30	1	1	1	1	--	7.4	4	\$75.00 4
NBC NEB NEWS AT 10P Mo-Fr 10:00p-10:35p	:30	1	1	1	--	--	3.2	3	\$90.00 3
Rotators Mo-Su 6:00a-12:00a	:30	5	5	5	5	5	2.4	5	\$10.00 25

Total Cost: \$1,390.00 Signature \_\_\_\_\_

General Summary ( DMA HH D.RTG )

Name	Spots	Cost	Grps	Imp(000)	CPP	CPM	Reach	Freq	Eff Reach	Net Reach	Pop
NGWN+	46	\$1,390.00	133.2	71.6	\$10.44	\$19.41	57.8	2.3	29.5	31,045	53,720



# **City of Scottsbluff, Nebraska**

**Monday, May 7, 2018**

**Regular Meeting**

## **Item Reports2**

**Council to consider an Internet PSA agreement with KNEB and authorize Mayor to execute the contract.**

**Staff Contact: Nathan Johnson, City Manager**

# Agenda Statement

Meeting Date: May 7, 2018

**AGENDA TITLE:** KNEB Internet PSA Agreement

**SUBMITTED BY DEPARTMENT/ORGANIZATION:** Stormwater

**PRESENTATION BY:** Nathan Johnson

**SUMMARY EXPLANATION:** The agreement will run May 15, 2018 – May 15, 2019 for \$7.50 per day, or \$2,737.50 annually, a discounted rate for public service. The annual cost will be split by Tri-City Stormwater according the interlocal agreement: \$1,642.50 Scottsbluff (60%), \$958.13 Gering (35%), and \$136.88 Terrytown (5%). Advertising on KNEB.com will serve as part of the Stormwater public education and outreach requirement.

**BOARD/COMMISSION RECOMMENDATION:**

Tri-City Stormwater approved using internet advertising at their March 7, 2018 meeting.

**STAFF RECOMMENDATION:**

Stormwater recommends approving the contract.

---

Resolution <input type="checkbox"/>	Ordinance <input type="checkbox"/>	<b>EXHIBITS</b> <b>Contract X</b>	Minutes <input type="checkbox"/>	Plan/Map
<input type="checkbox"/>				

Please provide all visual presentation materials.

Other (specify)  \_\_\_\_\_

**NOTIFICATION LIST:** Yes  No  Further Instructions

---

City of Scottsbluff  
Office of the City Manager

Effective date: January 20, 2017

# Sales Order

Stations: **KNEB-AM, KNEB-FM** Buyer: \_\_\_\_\_  
 Contract Name: **Floating Displ Ad Storm Center** Tax Schedule: \_\_\_\_\_ (None)  
 Contract#: \_\_\_\_\_ (none) Agency Commission %: **0**  
 Start Date: **5/01/18** End Date: **5/14/19** Billing Cycle: **Calendar**  
 Revenue Type: **Local Direct** Type: **Cash** Salesperson: **1116kfea** Comm %: **0**  
 Advertiser: **CITY OF SCOTTSBLUFF** Makegood Policy: **Within Contract Dates**  
 Address: **2525 CIRCLE DRIVE**  
 City: **SCOTTSBLUFF** State: **NE** Zip: **69361**  
 Phone: **(402) 829-8017**  
 Product Name: \_\_\_\_\_  
 Competitive Code: **No Conflicts**

## KNEB-AM

No	DATES		Alt wks	TIMES		LEN	DISTRIBUTION							RATE	TOTALS		PTY		
	START	END		START	END		M	T	W	T	F	SA	SU		Per Wk	D/W		SPOTS	\$\$
1	5/01/18	4/30/19		12:00 AM	11:59 PM	30	X	X	X	X	X	X	X	3	W	0.00	159	0.00	

No	DATES		INVENTORY TYPE	ORDER BY	QTY	PRICING STRUCTURE	RATE	TOTAL
	START	END						
1	5/15/18	5/14/19	DISPLAY AD	Non Spot Item	365	Per Item	\$7.50	\$2,737.50
New / Revised								
Revenue Type: Internet								
Line Remark: WEBSITE DISPLAY AD								
Daypart: M-S 12:00 AM-12:00 AM								

TOTAL SPOT \$0.00 (159 SPOTS), ALTERNATIVE REVENUE \$2,737.50, GROSS \$2,737.50, NET \$2,737.50

## KNEB-FM

No	DATES		Alt wks	TIMES		LEN	DISTRIBUTION							RATE	TOTALS		PTY		
	START	END		START	END		M	T	W	T	F	SA	SU		Per Wk	D/W		SPOTS	\$\$
1	5/01/18	4/30/19		12:00 AM	11:59 PM	30	X	X	X	X	X	X	X	3	W	0.00	159	0.00	

TOTAL GROSS \$0.00, NET \$0.00

### Billing Projections: By Month

	May 18	Jun 18	Jul 18	Aug 18	Sep 18	Oct 18
CA	127.50	225.00	232.50	232.50	225.00	232.50
ST	97.50	210.00	262.50	210.00	262.50	210.00
	Nov 18	Dec 18	Jan 19	Feb 19	Mar 19	Apr 19
CA	225.00	232.50	232.50	210.00	232.50	225.00
ST	210.00	262.50	210.00	210.00	262.50	210.00
	May 19					
CA	105.00					
ST	120.00					

Print Spot Prices

TOTAL SPOTS .....	318
SPOT TOTAL \$ .....	0.00
ALTERNATIVE REVENUE TOTAL \$ .....	2,737.50
GROSS TOTAL \$ .....	2,737.50
ADJUSTED SPOTS .....	318
ADJUSTED TOTAL \$ .....	2,737.50

APPROVE    DECLINE

- |                          |                          |                   |
|--------------------------|--------------------------|-------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Traffic Director  |
| <input type="checkbox"/> | <input type="checkbox"/> | Sales Manager     |
| <input type="checkbox"/> | <input type="checkbox"/> | Business Director |
| <input type="checkbox"/> | <input type="checkbox"/> | Station Manager   |

\_\_\_\_\_  
City Official/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Representative/Title

\_\_\_\_\_  
Date

# **City of Scottsbluff, Nebraska**

**Monday, May 7, 2018**

**Regular Meeting**

## **Item Reports3**

**Council to consider a Reimbursement Agreement with the Nebraska Commission on Law Enforcement and Criminal Justice for the Police Department car devices and authorize the Mayor to execute the agreement.**

**Staff Contact: Kevin Spencer, Police Chief**

## A g e n d a   S t a t e m e n t

Item No.

For meeting of: May 7<sup>th</sup>, 2018

**AGENDA TITLE:** Nebraska Commission on Law Enforcement and Criminal Justice e-citation agreement.

**SUBMITTED BY DEPARTMENT/ORGANIZATION:** Police Department

**PRESENTATION BY:** Kevin Spencer, Chief of Police

**SUMMARY EXPLANATION:** The Nebraska Commission on Law Enforcement and Criminal Justice has awarded the Scottsbluff Police Department \$27,204.30 to help offset the cost of complying with Nebraska Supreme Court rules Chapter 6 Article 14 §6-1463 which requires law enforcement agencies to report uniform citations and complaints electronically by January 1, 2020. This money will be spent acquiring the necessary equipment for our patrol and investigators cars to accomplish this. This is equipment that would have been purchased during our Computer Aided Dispatch/Records Management System project.

**BOARD/COMMISSION RECOMMENDATION:** It is our recommendation to approve this and have the Mayor sign the agreement.

**STAFF RECOMMENDATION:**

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**EXHIBITS**

Resolution     Ordinance     Contract     Minutes     Plan/Map

Other (specify) \_\_\_\_\_

**NOTIFICATION LIST:** Yes  No  Further Instructions

**APPROVAL FOR SUBMITTAL:** \_\_\_\_\_  
City Manager

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Rev 3/1/99CClerk

# **City of Scottsbluff, Nebraska**

**Monday, May 7, 2018**

**Regular Meeting**

## **Item Reports4**

**Council to discuss strategy on the potential purchase of property for the purpose of developing a landfill site with the City of Gering.**

**Staff Contact: Nathan Johnson, City Manager**

# **City of Scottsbluff, Nebraska**

**Monday, May 7, 2018**

**Regular Meeting**

## **Item Reports5**

**Council discussion and action regarding a potential location of a 5 Megawatt Solar Project.**

**Staff Contact: Nathan Johnson, City Manager**





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# **City of Scottsbluff, Nebraska**

**Monday, May 7, 2018**

**Regular Meeting**

## **Item Reports6**

**Council to consider a request from Walther Investments, LLC, to substitute or release Deed of Trust as collateral in exchange for Guaranty of Walther Farms, LLC.**

**Staff Contact: Starr Lehl, Economic Development Director**

**City of Scottsbluff**  
**Economic Development Application Review Committee**  
**April 6, 2018**

A meeting of the Economic Development Application Review Committee was held on April 6, 2018, 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, Marla Marx, Hod Kosman, Lee Glenn and alternates Dave Schaff and Jeanne McKerrigan. In attendance on behalf of the City were Program Administrator, Nathan Johnson, Deputy City Attorney, Adam Hoelsing, 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. There were no changes in the Agenda, nor were there any citizens with business not scheduled on the Agenda.

It was moved by Glenn and seconded by Hadden that the minutes of March 9, 2018 Committee Meeting be approved. Voting yes: Trumbull, Marx, Kosman, Glenn, Schaff and McKerrigan. Voting no: None.

An Application for Assistance from Jodene Burkhart d/b/a Complete Care Family Practice was presented. The Applicant was requesting funds to be used in connection with the startup and operation of a primary health care clinic in Scottsbluff. The request is for \$80,000 for startup expenses. The Applicant indicated that there was the potential of four full-time positions to be created. The Applicant had secured a facility from which to operate, and was looking to start providing service as soon as possible. The Applicant would base her practice on walk-ins for the family/primary care clinic, and would collaborate with physicians on an as needed basis. The Applicant, at the time of the Application, had invested \$12,000 in her own funds, had gained approval for Medicaid and Medicare reimbursements, and stated that she had patients from outside the state of Nebraska and would expect patients outside the state of Nebraska going forward. The Applicant had not yet submitted applications to local lenders for start up expenses or business loans, but had secured a \$70,000 home equity line of credit from Meridian Trust Federal Credit Union. Following the presentation, Jodene Burkhart left the meeting.

An Application for assistance from JADS Trucking, Inc. was presented. Present on behalf of the Applicant was John Schlothauer. The Applicant was requesting funds to be used in connection with the expansion of services and routes for FedEx Ground. The costs and expenses of expansion included \$500,000 for the purchase of five additional FedEx Ground routes, and \$75,000 for the purchase of vehicles for such new routes. The request by the Applicant was for \$275,000, but Mr. Schlothauer informed that he previously received \$100,000 in economic development funds from the City of Gering, Nebraska, structured as \$25,000 in an employment based grant and \$75,000 in a loan. The Applicant's Application was, therefore, amended to

request only \$175,000. Mr. Schlothauer informed that five full-time positions would be created, potentially leading into six. Three of the full-time positions would be new positions, and two of the full-time positions would be transfers or acquisitions from the current FedEx Ground provider. Mr. Schlothauer indicated that most of the routes being purchased were in southeast Wyoming, and that currently the Applicant's routes are located mainly in northwest Nebraska. Mr. Schlothauer indicated that the corporate headquarters of the Applicant are located in Gering, Nebraska, but that all activity, packages, and routes originate and end in the FedEx facility in Scottsbluff, Nebraska. The full-time positions being created receive pay between \$38,000 and \$45,000 annually, receive the ability to participate in a retirement IRA, receive health benefits for which the Applicant pays 50% of the premium, and receive all other normal and customary benefits of the Applicant. The Applicant did indicate that the newly purchased FedEx routes as well as the vehicles for such routes could be offered by the Applicant as collateral to any funding by the City. Following Mr. Schlothauer's presentation, he left the meeting.

Next on the agenda was an Application for assistance from Bluffs Physical Therapy, LLC. Present on behalf of the Applicant was Michael Moravec and Lisa Moravec. The Applicant is requesting funds to be used in connection with the start up and capitalization of a physical therapy clinic in Scottsbluff, Nebraska. The request is for \$50,000: a \$20,000 employment based grant and a \$30,000 loan. Mr. Moravec had worked for Monument Physical Therapy for eight years previous to the creation of Bluffs Physical Therapy, LLC. He had worked as a physical therapist for that time and was seeking to start his own clinic after negotiations for the purchase of Monument Physical Therapy were not successful. Mr. Moravec ended his relationship with Monument Physical Therapy on March 6, 2018, and was seeking to start his own physical therapy clinic as soon as possible. The Applicant would create two full-time positions, with the potential of five full-time positions after the 2018 calendar year. The two positions to be created before the end of the 2018 calendar year would be an office manager position and a physical therapy position to be filled by Mr. Moravec. Benefits will be shared with all employees when the Applicant's business is established. The Applicant had secured a lease for the clinic, and also had secured a \$50,000 loan from Platte Valley Bank. The Applicant had invested approximately \$5,000 of personal funds, and also had secured a line of credit from Platte Valley Bank for \$40,000 for use if necessary. Mr. Moravec stated that he regularly provides services to patients located outside the state of Nebraska, and anticipates that services to out-of-state patients will continue. Mr. Moravec also stated that he regularly receives referrals from physicians outside the state of Nebraska and has established a referral base for out-of-state residents in that manner. Following his presentation, Mr. and Mrs. Moravec left the meeting.

The Committee then discussed the Application of Complete Care Family Practice. Before that discussion, Committee Member Glenn left the meeting at approximately 8:30 a.m. Program Administrator, Nathan Johnson suggested that no action be taken on the Application unless the Applicant had shown efforts to obtain private funding from local banking institutions. The Committee accepted the recommendation of Program Administrator Johnson and no action was taken on the Application. Economic Development Director Lehl was directed to communicate with the Applicant and request that she have her business plan reviewed by a service providing

start up consultation, and that the Applicant submit applications to local lending institutions for possible private lending before the City would commit to funding the Application.

Next was a discussion by the Committee for the Application of JADS Trucking, Inc. Committee Member Kosman declared a conflict, and since Committee Member Glenn had previously left the meeting, both alternates, McKerrigan and Schaff, were designated to consider the Application. The Application would support a grant of \$50,000 from the City, as five full-time jobs would be created and each would be awarded \$2,000 annually for a period of five years. The Applicant would also support a loan of \$125,000 amortized over 60 equal monthly payments with an interest at the Mid Term Applicable rate in effect at the time the loan closed. Security for both the grant and the loan would be requested in the form of assignment of newly acquired FedEx Ground routes as well as liens on titles to the vehicles purchased to serve as the newly acquired FedEx routes. Moved by Committee Member Schaff and seconded by Committee Member Hadden that the Committee recommend a \$50,000 grant for the creation of five full-time positions, repayable annually at \$2,000 per full time position over five years, and a \$125,000 loan amortized over 60 equal monthly payments with interest at the Mid Term Applicable federal rate at the time the loan closed. Voting yes: Trumbull, Hadden, Marx, McKerrigan and Schaff. Voting no: None. Abstaining: Kosman.

The Committee then discussed the Application of Bluffs Physical Therapy, LLC. As was the case for the previous action, Committee Member Kosman declared a conflict, and both alternates, McKerrigan and Schaff, were designated to consider the Application. The Committee believed that the Applicant was able to support a \$20,000 grant for the creation of two full-time positions, awarded annually at \$2,000 per full-time position over the course of five years. The Committee also discussed that the Applicant was able to support the \$30,000 loan as requested, amortized over five equal annual payments with interest at the Mid Term Applicable rate in effect at the time the loan closed. Generally, collateral was not available, but the Applicant was expecting an approximate \$183,000 payout from a real estate LLC in which he was a member. Moved by Committee Member Hadden and seconded by Committee Member Marx to provide a \$20,000 employment-based grant for the creation of two full-time positions, awardable at \$2,000 annually for a position over the course of five years and a \$30,000 loan payable in five equal annual installments with interest at the Mid Term Applicable federal rate at the time the loan closed. Voting yes: Trumbull, Hadden, Marx, McKerrigan and Schaff. Voting no: none. Abstaining: Kosman.

Discussion was then had regarding the commitments and current earmarks of the Economic Development fund of the City, as well as the expected monthly income of the fund going forward. City Finance Director Hilyard presented both the current earmarks of the fund as well as the expected monthly income of the fund. Discussion was also had regarding the general approach of the Committee towards primary lending as opposed to “gap” financing, as has been traditionally the practice for the Committee. Committee Members felt that the Economic Development fund was more appropriate for a gap financing, but recognized that more and more applications were being reviewed for the City to act as the primary and first lender.

The meeting was then adjourned at 9:18 a.m.

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Nathan Johnson, Program Administrator

**City of Scottsbluff**  
**Economic Development Application Review Committee**  
**April 26, 2018**

A meeting of the Economic Development Application Review Committee was held on April 26, 2018, at 8:00 a.m. at City Hall, 2525 Circle Drive, Scottsbluff, NE.

The meeting was convened at 8:00 a.m. Present were Committee Members, Jim Trumbull, Marla Marx, and Lee Glenn and alternates Dave Schaff and Jeanne McKerrigan. Since there were three Committee Members present, both alternates participated in all matters. 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. There were no changes in the Agenda, nor were there any citizens with business not scheduled on the Agenda.

It was moved by Glenn and seconded by Schaff that the minutes of April 6, 2018 Committee Meeting be approved. Voting yes: Trumbull, Marx, Glenn, Schaff and McKerrigan. Voting no: None.

The previous Application for Assistance from Jodene Burkhardt d/b/a Complete Care Family Practice, LLC was once again on the Agenda. Jodene Burkhardt appeared on behalf of the Applicant. She indicated that she had now formed a limited liability company in order to operate the practice. Since the Application was originally presented on April 6, the Applicant had obtained assistance from the Nebraska Business Development Corporation in putting together a business plan, had obtained a bank loan in the amount of \$20,000 and had reduced her request for assistance to \$50,000. This amount is to be used in connection with the start-up and operation of the Applicant's primary healthcare clinic in Scottsbluff. After further discussion with the Applicant, it was moved by Glenn and seconded by Marx that the Committee recommend that a low-interest loan be made to the Applicant in the amount of \$50,000. The loan shall be amortized over 5 equal annual payments with interest at the applicable Midterm Federal Rate in effect at the time the loan is closed. Annual Job Credits may be earned at the rate of \$2,000 per FTE. No more than an amount equal to the annual payment may be earned. The security shall be the personal Guaranty of Jodene Burkhardt and a Security Agreement in the equipment used in the business. Voting yes: Trumbull, Marx, Glenn, Schaff and McKerrigan. Voting no: None.

The next item of business was a request of Webb Orthodontics, LLP to release Bronson Schliep from his Personal Guaranty for the loan owed by Webb Orthodontics to the City. Bronson Schliep is leaving the practice on or before June 30. The remaining partner, Sami Webb, presented a financial statement that was satisfactory to the Committee to reflect the fact that Dr. Webb, as sole guarantor would be sufficient. It was moved by Glenn and seconded by McKerrigan to recommend the release of Dr. Schliep from the Guaranty, effective with his withdrawal from the practice

(anticipated to be approximately June 30). Voting yes: Trumbull, Marx, Glenn, Schaff and McKerrigan. Voting no: None.

The next item of business was a request from Flyover Brewery to postpone the Job Credit Effective Date and the first Note payment date due to the problems at its construction site (to include the roof collapse). As a result, the business will not likely open as soon as expected. It was moved by Schaff and seconded by Marx that the Committee recommend that the Job Credit Effective Date and the first loan payment date be delayed until January 1, 2019. Voting yes: Trumbull, Marx, Glenn, Schaff and McKerrigan. Voting no: None.

The final order of business was a request of Walther Investments, LLC to subordinate or release the Deed of Trust held by the City on Walther's property in Morrill County. The Applicant is in the process of refinancing a significant part of its operations, which will include the real estate against which the City has a Deed of Trust. In the Economic Development Assistance Agreement, the City had agreed to consider subordinating the Deed of Trust as long as the City received adequate financial protection or other collateral. The expected loan will combine this property as collateral, along with several other pieces of property, which would make a subordinated Deed of Trust have little value to the City. The Applicant has offered the guaranty of Walther Farms, LLC, an affiliate of the Applicant. The financial statement presented by Walther Farms, LLC to the City demonstrates a net worth which is significantly greater than the amount owed to the City and substantially exceeds the value of the Morrill County real estate. It was moved by Marx and seconded by McKerrigan that the Committee recommend reconveying the Deed of Trust and accepting the Guaranty from Walther Farms, LLC as collateral for the loan. Voting yes: Trumbull, Marx, Glenn, Schaff and McKerrigan. Voting no: None.

The meeting was then adjourned at 8:36 a.m.

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Nathan Johnson, Program Administrator



## **GUARANTY**

This Guaranty is given by Walther Farms LLC (“the “Guarantor”) to guarantee certain obligations of Walther Investment, LLC (the “Applicant”) to the City of Scottsbluff, Nebraska (the “City”).

### **Recitals:**

a. The Applicant has entered into an Economic Development Assistance Agreement with the City dated June 9, 2017 (the “EDA Agreement”). Capitalized terms not otherwise defined in this Guaranty shall have the same meaning as provided for in the EDA Agreement.

b. The Applicant has requested that the City subordinate or reconvey its Deed of Trust against certain real estate owned by the Applicant and one of the conditions to the City’s action is that the Guarantor enter into this Guaranty. Walther Three Rivers, LLC is an affiliate of the Applicant.

### **Guaranty:**

#### **1. Obligations Guaranteed:**

The obligations of the Applicant being guaranteed (the “Obligations”) are:

- a. The “Note” as defined in the EDA Agreement;
- b. Any and all other obligations of the Applicant under the EDA Agreement and any other documents entered into pursuant to the EDA Agreement;
- c. All costs, expenses and attorney fees paid or incurred by the City in collecting the Repayment, and in enforcing this Guaranty.

#### **2. Guarantee of Payment:**

This Guaranty is a guarantee of payment and the City shall not be required to resort first for payment from the Applicant or from any other person liable in any way for the Obligations.

#### **3. Exercise of Rights/Waiver:**

The City may at any time without consent of or notice to the Guarantor, and without incurring responsibility to or impairing or releasing the Obligations, in whole or in part:

- a. With the agreement of the Applicant, change the manner, place or terms of payment and/or change or extend the time or payment of, renew or alter, any of the Obligations, any security, or any debt, liability or obligation incurred directly or indirectly with respect to the

Obligations and this Guaranty shall continue to apply to the Obligations as changed, extended, renewed or altered;

b. Exercise or refrain from exercising any rights against the Applicant or others (including the Guarantor);

c. Settle or compromise any of the Obligations or any security for the Obligations, and may subordinate the payment of all or any part of the Obligations to the payment of any debt, liability or obligation (whether due or not) of the Applicant to creditors of the Applicant other than the City and the Guarantor; and

d. Apply any sums paid or realized from any source to the Obligations and regardless of the application or use of the consideration, if any, received in connection with the Obligations.

#### **4. Primary Obligation:**

a. This Guaranty is a primary obligation of the Guarantor. The Guarantor's obligations under this Guaranty shall be joint and several. The Guarantor's obligation shall not be affected by the illegality, invalidity, irregularity or unenforceability of all or any part of the Obligations or of any security for the Obligations, or by the violation of any applicable usury laws, forgery, or any other circumstances which make the Obligations unenforceable against the Applicant which actions are the responsibility of the Applicant.

b. The fact that the financial condition of the Applicant or any other obligor or guarantor may not have been correctly estimated or may change at any time shall have no effect on the rights of the City under this Guaranty. The City shall have no duty to disclose to the Guarantor any facts it may now or in the future have concerning the Applicant's financial condition.

c. The Guarantor shall remain obligated under this Guaranty even if the Applicant, or any other person who is obligated to pay the Obligations, has the Obligations discharged in bankruptcy or in any other manner. In the event of a discharge, the Guarantor's obligation shall include attorney's fees and any other amounts which the Applicant is discharged from paying.

d. If claim is ever made against the City for repayment or recovery of any amount or amounts received by the City in payment or on account of any of the Obligations and the City repays all or part of the amount claimed by reason of (1) any judgment, decree or order of any court (including a bankruptcy court) or administrative body having jurisdiction over the City or (2) any settlement or compromise of any claim effected by the City with any claimant (including the Applicant), then the Guarantor agrees that the judgment, decree, order, settlement or compromise shall be binding upon the Guarantors even though this Guaranty may have been revoked or released or the Obligations were canceled or released. In that event, the Guarantor shall remain liable to the City for the amount repaid by the City as if that amount had never been

received by the City, along with any costs, interest, attorneys' fees and all other expenses incurred by the City in connection with the repayment.

**5. Miscellaneous:**

a. This Guaranty shall continue until the Obligations are paid in full or unless released by the City. All Obligations shall be conclusively presumed to have been made all or in part in reliance on this Guaranty.

b. The Guarantor waives notice of acceptance of this Guaranty and notice of the Obligations, and waives presentment, demand of payment, protest, notice of dishonor or nonpayment, notice of default, or notice of right to cure any default with respect to any of the Obligations, or notice of any suit or other action by the City against any party liable for the Obligations.

c. Unless and until the Obligations are satisfied in full, the Guarantor waives all present and future claims, rights, and remedies against the Applicant or any other party obligated for the Obligations. This waiver includes, but is not limited to, the rights of contribution, reimbursement, indemnification, subrogation, exoneration, and any right to participate in any claim or remedy that the City may have.

d. No delay or failure on the part of the City to exercise its rights under this Guaranty shall be considered as a waiver of the City's rights under this Guaranty. No waiver, modification or amendment of this Guaranty by the City shall be effective unless in writing, and then shall only apply to the specific instance involved.

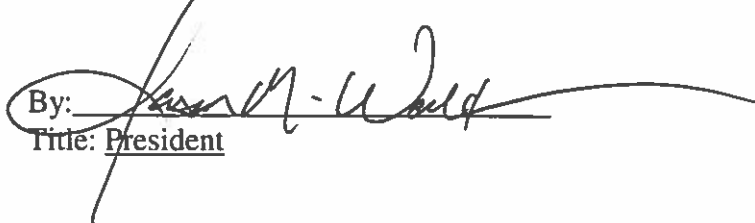
e. Any acknowledgment or new promise, whether or not a payment of any Obligation has occurred, by the Applicant or anyone else (including the Guarantor) shall toll any statute of limitations that may otherwise be running with respect to the Guarantor.

f. This Guaranty shall be construed according to the laws of Nebraska.

g. This Guaranty shall be binding upon the successors and assigns of the Guarantor.

Dated: April 19, 2018.

Walther Farms/LLC

By:   
Title: President

Return to:  
Rick L. Ediger  
Simmons Olsen Law Firm, P.C.  
1502 Second Avenue  
Scottsbluff, NE 69361

## DEED OF RECONVEYANCE

On June 30, 2017, Walther Investment, LLC, as Trustor, gave a “Deed of Trust” to Rick L. Ediger, Attorney at Law, as Trustee, for the benefit of the City of Scottsbluff, Nebraska, as Beneficiary. The Deed of Trust was recorded in the office of the County Clerk of Morrill County, Nebraska, as Instrument No. 2017-00457. The Beneficiary has requested that the Deed of Trust be reconveyed. As per this request, the Trustee reconveys to the Trustor all of the Trustee’s right, title, interest in the real estate described on the attached Exhibit A (the “Real Estate”).

Dated: May \_\_, 2018

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Rick L. Ediger, Trustee

State of Nebraska, County of Scotts Bluff: ss.

This Deed of Reconveyance was acknowledged before me on May \_\_\_\_, 2018, by Rick L. Ediger, Attorney at Law, as Trustee.

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Notary Public

**REQUEST FOR RECONVEYANCE**

The Beneficiary requests the Trustee to reconvey the Real Estate as provided for above.

City of Scottsbluff, Beneficiary

By: \_\_\_\_\_  
Randy Meininger, Mayor

Attest:

\_\_\_\_\_  
City Clerk

State of Nebraska, County of Scotts Bluff: ss.

This Request for Reconveyance was acknowledged before me on May \_\_\_\_, 2018, by Randy Meininger, Mayor of the City of Scottsbluff, Nebraska, as Beneficiary.

\_\_\_\_\_  
Notary Public

## EXHIBIT A

A PARCEL OF LAND KNOWN AS THE WALTHER FARMS PARCEL CONTAINING 1,824,313 SQ. FT. (41.880 ACRES), MORE OR LESS, IN THE SOUTH EAST QUARTER OF SECTION 11 AND THE NORTH EAST QUARTER OF SECTION 14, ALL IN TOWNSHIP 18 NORTH, RANGE 47 WEST, OF THE 6TH PRINCIPAL MERIDIAN, IN MORRILL COUNTY, NEBRASKA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER OF SECTION 11, TOWNSHIP 18 NORTH, RANGE 47 WEST, OF THE 6TH PRINCIPAL MERIDIAN, WHENCE SOUTHEAST CORNER OF SAID SECTION 11 BEARS SOUTH 87°58'37" EAST, A DISTANCE OF 2640.82 FEET, THENCE SOUTH 87°58'37" EAST, A DISTANCE OF 419.38 FEET, TO A POINT ON THE EXISTING EAST RIGHT OF WAY LINE OF STATE HIGHWAY 26 AND STATE HIGHWAY 92, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE DEPARTING SAID EXISTING EAST RIGHT OF WAY LINE ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, SOUTH 87°58'37" EAST, A DISTANCE OF 509.94 FEET;

THENCE NORTH 38°27'47" EAST, A DISTANCE OF 1,017.02 FEET;

THENCE SOUTH 50°54'17" EAST, A DISTANCE OF 1,320.00 FEET TO A POINT THAT BEARS NORTH 65°29'03" WEST, A DISTANCE OF 58.67 FEET, FROM THE SOUTHEAST CORNER OF SAID SECTION 11;

THENCE SOUTH 36°33'10" WEST, A DISTANCE OF 1,292.58 FEET TO A POINT ON THE EXISTING EAST RIGHT OF WAY LINE OF STATE HIGHWAY 26 AND STATE HIGHWAY 92;

THENCE ALONG SAID EXISTING EAST RIGHT OF WAY LINE OF STATE HIGHWAY 26 AND STATE HIGHWAY 92, NORTH 53°26'50" WEST, A DISTANCE OF 646.83 FEET;

THENCE CONTINUING ALONG SAID EXISTING EAST RIGHT OF WAY LINE, NORTH 50°54'17" WEST, A DISTANCE OF 731.15 FEET;

THENCE CONTINUING ALONG SAID EXISTING EAST RIGHT OF WAY LINE, NORTH 51°32'13" WEST, A DISTANCE OF 395.67 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 11 AND MORE OR LESS, TO THE POINT OF BEGINNING.

# **City of Scottsbluff, Nebraska**

**Monday, May 7, 2018**

**Regular Meeting**

## **Item Reports7**

**Council to consider an LB 840 Economic Development agreement  
Extension Request from Flyover Brewery.**

**Staff Contact: Starr Lehl, Economic Development Director**

**AMENDMENT TO  
ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT**

This “Amendment” to the Economic Development Assistance Agreement is made on May \_\_\_, 2018, between the City of Scottsbluff, Nebraska (the “City”) and BDS3C, L.L.C. (the “Applicant”).

**Recitals:**

a. On August 29, 2017, the City and the Applicant entered into an Economic Development Assistance Agreement (the “EDA Agreement”). Except as otherwise defined in this Amendment, all capitalized terms shall have the same meaning as provided for in the EDA Agreement.

b. The construction of the Applicant’s location in downtown Scottsbluff is behind schedule due to unforeseen delays, to include a collapse of the building’s roof. As a result, the Applicant has requested more time to perform under the EDA Agreement.

c. The parties agree to amend the EDA Agreement as provided for in this Amendment.

**Amendment:**

1. Paragraph 2 of the EDA Agreement is amended in total to read as follows:

**2. Amount of Loan:**

The Loan shall be in the amount of \$515,000 and shall be disbursed from the City’s Economic Development Fund (the “Fund”) to the Applicant as provided for below. The Loan shall be represented by a promissory note (the “Note”) in the form of the attached “Exhibit A”. The Note shall carry interest from July 1, 2018 (the “Note Interest Date”), at which time it shall carry interest at the rate of 1.92% per annum and shall be repaid over 108 equal monthly payments of principal and interest with the first payment due on January 1, 2019, with each additional payment due on the first day of each subsequent month until the Note is paid in full.

2. Paragraph 4 of the EDA Agreement is amended to provide that the Job Credit Effective Date shall be no later than January 1, 2019.

3. Except as modified by this Amendment, all other terms of the EDA Agreement shall continue in effect.



City of Scottsbluff, Nebraska

BDS3C, L.L.C.

By: \_\_\_\_\_  
Economic Development  
Program Administrator

By: \_\_\_\_\_  
Joseph Margheim, Member

**CONSENT OF GUARANTORS**

The undersigned, as Guarantors of the Promissory Note provided for in the EDA Agreement, consent to the above amendment.

Dated: May \_\_\_\_, 2018.

\_\_\_\_\_  
Andrea Margheim

\_\_\_\_\_  
Joe Margheim

\_\_\_\_\_  
Peter Meyer

# **City of Scottsbluff, Nebraska**

**Monday, May 7, 2018**

**Regular Meeting**

## **Item Reports8**

**Council to consider the approval of Bluffs Physical Therapy LB840  
Economic Development Application.**

Staff Contact: Starr Lehl, Economic Development Director

## ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT

This Agreement is made on April 24, 2018, between the City of Scottsbluff, Nebraska (the “City”) and Bluffs Physical Therapy, LLC (the “Applicant”).

### 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 Applicant has made application for assistance from the Program (the “Application”);

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

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

### Agreement:

#### 1. Purpose of Assistance:

The Applicant is opening a physical therapy clinic in Scottsbluff (the “Clinic”). The proceeds of the Grant and the Loan shall be used to make improvements to the Clinic space, to purchase equipment for the Clinic, and to provide working capital.

#### 2. Amount of Grant and Loan:

The Grant and the Loan shall be disbursed from the Fund at the Closing (as provided for below) as follows:

a. The Grant shall be in the amount of \$20,000 (the “Grant Amount”).

b. The Loan shall be in the amount of \$30,000 and shall be represented by a promissory note (the “Note”) to be signed at the Closing in the form of the attached “Exhibit A”. The Note shall be interest free until July 1, 2018 (the “Note Interest Date”), at which time the Note shall carry interest at the Applicable Federal Mid-Term rate for the month of the Closing and shall be repaid over 5 equal annual payments of principal and interest. The first payment shall be due on

July 1, 2019, with each additional payment due on the same day of each subsequent Year until the Note is paid in full.

**3. Closing:**

As soon as the Applicant has satisfied the conditions to Closing (as provided for below), the Grant Amount and the Note Amount shall be scheduled as a claim at a City Council meeting. The "Closing" shall then occur within 10 business days after the Council meeting where the claim is approved.

**4. Possible Grant Repayment:**

The Grant Amount shall be subject to repayment (the "Repayment") to the City if the Applicant does not fully earn the Job Credits (as provided for below). In connection with the calculation of the Job Credits:

a. The effective date of this Agreement for Job Credit calculation purposes shall be July 1, 2018 (the "Job Credit Effective Date").

b. The term of this Agreement for Job Credit calculation purposes shall begin on the Job Credit Effective Date and shall continue for 5 years from the Job Credit Effective Date (the "Term").

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

**5. Employee Definitions:**

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

b. "Eligible Full Time Employee" shall mean a Full Time Employee who: (1) primarily works in the City, and (2) resides within 60 miles of the corporate limits of the City; provided, however any Full Time Employee who does not reside within 60 miles of the corporate limits of the City at the time that the Full Time Employee is hired by the Applicant, shall nevertheless be considered an Eligible Full Time Employee if the Full Time Employee moves to a residence within the required geographic area within 6 months of the hiring of the Eligible Full Time Employee.

c. "Full Time Equivalent" Employees (the "FTE's") shall be the total of (i) the number of Eligible Full Time Employees which are paid based on a salary, plus (ii) with respect to hourly Eligible Full Time Employees, the number arrived at by dividing the total hours paid by the

Applicant to its hourly Eligible Full Time Employees during a Year divided by 2080 hours, and then rounded down to the nearest tenth; provided, however, the maximum hours paid that can be counted for any one hourly Eligible Full Time Employee shall not exceed 2080 hours.

**6. Job Credits:**

“Job Credits” shall be calculated as follows:

a. The Applicant shall receive an “Annual Job Credit” during the Term equal to the FTE’s multiplied by \$2000.

b. The amount of the Annual Job Credit may not exceed \$4,000 per Year (the “Maximum Annual Credit”).

c. In the event that the Applicant earns credits in excess of the Maximum Annual Credit in any one Year, the excess credits may be carried back to one or more prior Years where the Maximum Annual Credit was not earned, as long as the Maximum Annual Credit is not exceeded for any one Year. Excess credits may not be carried forward

**7. Representations and Warranties of the Applicant:**

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

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

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

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

d. The Applicants principal source of revenue is from the sales of services in interstate commerce.

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

**8. 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.

**9. Certification of the Applicant:**

The Applicant certifies to the City that it has not filed nor does it intend to file an application with the Department of Revenue to receive tax incentives under the Nebraska Advantage Act for the Business. In the event that the Applicant files such an application, it shall advise the City in writing, and the City shall have the option to review the status of the Loan, to include determining that the balance of the Loan is due and payable if the Applicant is awarded incentives under the Nebraska Advantage Act.

**10. Conditions to Closing:**

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

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

b. The Applicant shall have delivered to the City:

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

(2) A copy of the current and correct Certificate of Organization and Operating Agreement of the Applicant certified by the members (the "Members") to be correct;

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

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

(1) A guaranty (the “Guaranty”) of the Michael Moravec and Lisa Moravec. The Guaranty shall be in the form of the attached “Exhibit B”.

(2) A Security Agreement covering the Applicant’s equipment. The Security Agreement shall be in the form of the attached “Exhibit C”. The Security Agreement shall be second in priority to a lien held by Platte Valley Bank.

d. The Applicant shall in all material respects have performed its 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 Applicant and the Closing shall constitute the Applicant’s representations that there has been no such material adverse change.

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

#### **11. Annual Reports:**

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

#### **12. Default:**

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

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

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

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

d. The Applicant ceases to conduct the Business or moves the Business outside of the City.

**13. Assignability:**

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

**14. 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.

**15. Notices:**

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

a. If to the City:

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



- b. If to the Applicant:

Bluffs Physical Therapy, LLC  
3210 Avenue B, Suite A  
Scottsbluff, NE 69361  
Attention: Michael Moravec

**16. Miscellaneous:**

- a. This Agreement constitutes the entire agreement of the parties with respect to its subject matter, and may only be modified by a writing signed by both of the parties.
- b. The City's waiver of any one default shall not be a waiver of the same or any other default in the future. In addition, the City's failure to exercise any right given to it by this Agreement shall not be a waiver of any later exercise of that right.
- c. The provisions of this Agreement are severable and if any provision is held to be invalid, the remainder of the Agreement shall remain in effect.
- d. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but which together shall constitute a single instrument.
- e. This Agreement shall be governed by the laws of Nebraska.
- f. This Agreement shall be binding on the successors and assigns of the parties.

*[Signature page to follow]*

**Signature Page to Economic Development Assistance Agreement between  
the City of Scottsbluff, Nebraska and Bluffs Physical Therapy, LLC**

City of Scottsbluff, Nebraska

Bluffs Physical Therapy, LLC

By: \_\_\_\_\_  
Economic Development  
Program Administrator

By: \_\_\_\_\_  
Michael Moravec, Member

# **City of Scottsbluff, Nebraska**

**Monday, May 7, 2018**

**Regular Meeting**

## **Item Reports9**

**Council to review the City Manager's 2018-2019 goals and salary comparisons and take action regarding the City Manager's evaluation.**

**Staff Contact: City Council**