

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

Regular Meeting
February 1, 2016
6:00 PM

1. Roll Call
2. Pledge of Allegiance.
3. **For public information, a copy of the Nebraska Open Meetings Act is available for review.**
4. Notice of changes in the agenda by the city clerk (Additions may not be made to this agenda less than 24 hours before the beginning of the meeting unless added under Item 5 of this agenda.)
5. Citizens with business not scheduled on the agenda (As required by state law, no matter may be considered under this item unless council determines that the matter requires emergency action.)
6. Consent Calendar (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 January 19, 2016 Regular Meeting.
 - b) Council to set a Public Hearing for Tuesday, February 16, 2016 at 6:05 p.m. for the One and Six Year Street Improvement Plan.
 - c) Set Public Hearing for Rezone of 1218-1220 9th Ave.; 818 E. Overland; 816 E. Overland.; and 808 East Overland from R-1A Residential to C-2 Neighborhood and Retail Commercial.
 - d) Approve bids and specifications for asbestos abatement of properties located at 23 East 18th St. and 15 East 18th St. and authorize city clerk to advertise for bids to be received by February 23, 2016 at 3:00 p.m.
7. Claims:
 - a) Regular claims
8. Public Hearings:
 - a) Council to conduct a public hearing at 6:05 p.m. to consider an Ordinance creating requirements for the placement of shipping containers.
 - b) Council to conduct a Public Hearing at 6:05 p.m. to consider the Rezone of Proposed Lots 1 & 2, Tract B&C, Blk. 10, Five Oaks Subdivision, Scotts Bluff County, NE, from Agricultural to Office and Professional and approve the Ordinance.
9. Subdivisions & Public Improvements:

- a) Council to consider a Developer's Agreement for Lots 1 & 2, Block 10, Five Oaks Subdivision and authorize the Mayor to execute the agreement.
 - b) Council to consider a Final Plat of Lots 1 & 2, Tract B&C, Blk. 10, Five Oaks Subdivision, Scotts Bluff County, Nebraska and approve the Resolution.
10. Petitions, Communications, Public Input:
- a) Council to consider a Proclamation for Problem Gambling Awareness Month.
 - b) Council to receive a presentation from the Riverside Discovery Center.
11. Reports from Staff, Boards & Commissions:
- a) Remove from table the letter of intent with Nebraska Public Power District for the Solar Project (January 4, 2016 meeting).
 - b) Council to consider a letter of intent with Nebraska Public Power District for the Solar Project and authorize the Mayor to sign the acceptance letter.
 - c) Council to receive an update on the Comprehensive Development Plan.
 - d) Council discussion and instructions to staff regarding legal representation on the Scott Bluff County CAD/RMS system.
 - e) Council to receive a report regarding the amount of contingency funds used to date for the current fiscal year.
 - f) Council to consider approval of \$28,420.00 in grant matching funds for the Western Nebraska Economic Development regional housing study and authorize an additional \$422.08 to cover the City of Scottsbluff's portion.
 - g) Council discussion and instructions to staff regarding funding sources for a Community Redevelopment Authority.
12. Resolution & Ordinances:
- a) Council to consider an Ordinance establishing a Community Redevelopment Authority (third reading).
 - b) Council discussion and instructions to staff regarding the LB357 Additional Sales Tax Resolution, to include funding for the proposed Interlocal Agency.
 - c) Council discussion and instructions to staff regarding the proposed LB357 Interlocal Agreement, to include the governance structure.
 - d) Council to consider an Ordinance regulating motorized skate boards, hoverboards, and motorized scooters.
 - e) Council to consider a Resolution regarding authorized signatures on banking transactions.
 - f) Council to consider an Ordinance authorizing the sale of Lot 3A, Block 1, Second Immigrant Trail Subdivision, Scottsbluff, Scotts Bluff County, NE (third reading).
 - g) Council to consider an Ordinance dealing with utility rates (third reading).
13. Executive Session
- a) Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda.

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

City of Scottsbluff, Nebraska
Monday, February 1, 2016
Regular Meeting

Item Consent1

Approve the minutes of the January 19, 2016 Regular Meeting.

Staff Contact: Cindy Dickinson, City Clerk

The Scottsbluff City Council met in a regular meeting on Tuesday, January 19, 2016 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 January 15, 2016, in the Star Herald, a newspaper published and of general circulation in the City. The notice stated the date, hour and place of the meeting, that the meeting would be open to the public, that anyone with a disability desiring reasonable accommodations to attend the Council meeting should contact the City Clerk's Office, and that an agenda of the meeting kept continuously current was available for public inspection at the office of the city clerk in city hall; provided, the city council could modify the agenda at the meeting if it determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been delivered to each council member, made available to radio stations KNEB, KMOR, KOAQ, and television stations KSTF and KDUH, and the Star Herald. The notice was also available on the city's website on December 18, 2015. An agenda kept continuously current was available for public inspection at the office of the City Clerk at all times from publication of the notice to the time of the meeting.

Mayor Randy Meininger presided and City Clerk Dickinson recorded the proceedings. The Pledge of Allegiance was recited. Mayor Meininger welcomed everyone in attendance and encouraged all citizens to participate in the council meeting asking those wishing to speak to come to the microphone and state their name and address for the record. Mayor Meininger informed those in attendance that a copy of the Nebraska open meetings act is posted in the back of the room on the west wall for the public's review. The following Council Members were present: Jordan Colwell, Randy Meininger, Raymond Gonzales, and Scott Shaver. Absent: Mark McCarthy. Also in attendance was Scottsbluff High School Student Youth Council Representative Uriah Mata.

Mayor Meininger asked if there were any changes to the agenda. There were no changes.

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 Shaver, seconded by Council Member Colwell, that:

- a) "The minutes of the January 4, 2016 Regular Meeting be approved,"
- b) "The specifications for a new refuse truck for Environmental Services be approved and authorize the City Clerk to advertise for bids to be received by February 8, 2016 at 1:00 p.m.,"
- c) "A Public Hearing be set for February 1, 2016 at 6:05 p.m. to consider the Rezone of Lots 1 & 2, Tract B&C, Blk. 10, Five Oaks Subdivision, Scotts Bluff County, NE, from Agricultural to Office and Professional,"
- d) "A Public Hearing be set for February 1, 2016 at 6:05 p.m. to consider an Ordinance creating requirements for the placement of shipping containers," "YEAS", Gonzales, Colwell, Meininger and, Shaver "NAYS" None. Absent: McCarthy.

Moved by Mayor Meininger, seconded by Council Member Shaver, "that the following claims be and hereby are approved and should be paid as provided by law out of the respective funds designated in the list of claims dated January 19, 2016, as on file with the City Clerk and submitted to the City Council," "YEAS", Colwell, Gonzales, Meininger and Shaver, "NAYS" None. Absent: McCarthy.

CLAIMS

ACTION COMMUNICATIONS INC.,EQUIP MAINT,559; AE SERVICES, LLC,SCOREBOARD WORK- CLEVELAND FIELD,1657.02; ALLO COMMUNICATIONS,LLC,LOCAL TELEPHONE CHARGES,4654.45; ASSURITY LIFE INSURANCE CO,LIFE INS,34.36; AUTOZONE STORES, INC,EQUIP MAINT,7.62; B & H INVESTMENTS, INC,DEP. SUP.,389; B&C STEEL

CORPORATION, DEPT SUPP, 58.4; BIRUTA D. WALTON, EQUIP MAINT, 117.5; BLUFFS SANITARY SUPPLY INC., DEPARTMENT SUPPLIES,408.86; CAPITAL BUSINESS SYSTEMS INC.,MONTHLY MAINT,185.06; CARR- TRUMBULL LUMBER CO, INC.,PAINT & SUPPLIES,83.43; CELLCO PARTNERSHIP,MONTHLY CELL FIRE,387.85; CHRIS REYES,DEPT SUPPL,180; CITIBANK N.A.,DEPT SUP,241.22; CITY OF GERING,DISPOSAL FEES,41748.36; CITY OF SCB,POSTAGE,38.75; COMPUTER CONNECTION INC,DEPT SUPP,166.45; CONSOLIDATED MANAGEMENT COMPANY,SCHOOLS & CONF,247.25; CONTRYMAN ASSOCIATES, P.C.,AUDIT SERVICES,12000; CREDIT MANAGEMENT SERVICES INC.,WAGE ATTACH,212.14; CRESCENT ELECT. SUPPLY COMP INC,LIGHT BULBS,308.16; DALE'S TIRE & RETREADING, INC.,EQUIP MAINT,36; DOMDELINGER TROY,LEGAL,20; ELECTRONIC RECYCLERS, INC,DISPOSAL FEES,4559.07; ENFORCEMENT VIDEO, LLC,CIP-PO#1,1614; FASTENAL COMPANY,EQUIP MAINT,32.78; FAT BOYS TIRE AND AUTO,SUPP - RUBBER VALVE STEM FOR CENTRAL GARAGE,7.5; FLOYD'S TRUCK CENTER, INC,VEHICLE MTNC,1111.17; FREMONT AMERI-TECH EQUIPMENT COMPANY INC,PARTS FOR D. TRUCK,158.61; FREMONT MOTOR SCOTTSBLUFF, LLC,REPAIRS TO BUCKET TRUCK, 4026.91; FYR-TEK INC,REPAIRS FOR VOLUNTEER GEAR,579; GARTON, LYNN,SCHOOL & CONF,98; GENERAL ELECTRIC CAPITAL CORPORATION,DEPT SUP,272.81; GRAND ISLAND MOTEL DEVELOPMENT, INC,ROOMS-MCDOWELL-TECHNICIAN CLASS,389.75; H D SUPPLY WATERWORKS LTD,DEPT SUP,38877.37; HD SUPPLY FACILITIES MAINTENANCE LTD,DEPT SUP,2057.21; HEILBRUN'S INC.,DEPT SUPP,5352.59; HULLINGER GLASS & LOCKS INC.,DEPT SUPP,20.25; ICMA RETIREMENT TRUST-457,DE COMP,1725.14; IDEAL LAUNDRY AND CLEANERS, INC.,DEPT SUPPLIES,1026.47; INGRAM LIBRARY SERVICES INC,BKS,31.9; INTERNAL REVENUE SERVICE,WITHHOLDINGS, 62300.66; INTRALINKS, INC, CONTRACTUAL SERVICES,3298.54; INVENTIVE WIRELESS OF NE, LLC,CONTRACTUAL,8; J G ELLIOTT CO.INC.,BOND - DEPUTY CITY CLERK,875; JOHN DEERE FINANCIAL,DEPT SUPP,27.99; JOHN DEERE FINANCIAL,EQUIP MAINT,800.49; KEMBEL SAND & GRAVEL COMPANY,DEPT SUPP,115.04; KOIS BROTHERS EQUIPMENT CO INC,VEHICLE MTNC, 1242.07; LEAGUE OF NEBRASKA MUNICIPALITIES,SCHOOLS & CONF,80; LEXISNEXIS RISK DATA MANAGMENT INC,CONSULTING,100; M.C. SCHAFF & ASSOCIATES, INC,DEPT CNTRCL SRVCS,1560; MADISON NATIONAL LIFE,LIFE INS,1874.28; MARSHALL JUDY,LEGAL,32.65; MATHESON TRI-GAS INC,RENT MACHINES,56.5; MAXWELL JANA,LEGAL,20; MCPHAIL CATHY,LEGAL,23.45; MENARDS, INC,DEPT SUPP,2009.61; MIDLANDS NEWSPAPERS, INC,LEGAL PUBLISHING,702.13; MID-STATES ORGANIZED CRIME INFORMATION CENTER,MEMBERSHIP,200; MIDWEST MOTOR SUPPLY CO INC,SUPP FOR CENTRAL GARAGE,1015.31; MUNICIPAL SUPPLY INC. OF NEBRASKA,DEPT SUP,8773.23; NAEM,MEMBERSHIP,50; NCMA,MEMBERSHIP,467.06; NE CHILD SUPPORT PAYMENT CENTER,NE CHILD SUPPORT PYBLE,1863.43; NE DEPT OF REVENUE,WITHHOLDINGS,30754.34; NE LAW ENFORCEMENT TRAINING CENTER, SCHOOLS & CONF,100; NEBRASKA RURAL WATER ASSOCIATION,MEMBERSHIPS,275; NEBRASKA MACHINERY CO,EQUIP MTNC,1435.06; NEBRASKA PUBLIC POWER DISTRICT,ELECTRIC,40638.91; NEBRASKA SALT AND GRAIN CO,1 LD. ICE SLICER,3817.58; NEOPOST,POSTAGE,1499.68; NETWORKFLEET, INC,GPS SERVICE,18.95; NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF,ELL & PLUG FOR SNOW BLOWER,6.12; ONE CALL CONCEPTS, INC,CONTRACTUAL SERV,53.4; OREGON TRAIL PLUMBING, HEATING & COOLING INC,BUILDING MAINT,785; PANHANDLE AREA DEVELOPMENT DISTRICT, CONTRACTUAL SERV,3060; PANHANDLE CONCRETE PRODUCTS, INC,DEPT SUP,72; PANHANDLE COOPERATIVE ASSOCIATION,UNLEADED GASOLINE,19346.33; PANHANDLE ENVIRONMENTAL SERVICES INC,SAMPLES,126; PLATTE VALLEY BANK,HSA,79226.73; POSTMASTER,POSTAGE,897.26; PRAISE WINDOWS INC,BLDG MAIN.,645; PUBLIC SAFETY CENTER, INC,DEPARTMENT SUPPLIES,289.59; QUICK CARE MEDICAL SERVICES, DOT PHYSICALS TWO STAFF,250; QUILL CORPORATION,DEPT SUPPL,89.98; REGION I OFFICE OF HUMAN DEVELOPMENT,CONTRACTUAL SERVICES,825; REGIONAL CARE

INC,CLAIMS,134207.92; REGIONAL WEST MEDICAL CENTER,HEALTH FAIR,5661.6; REGIONAL WEST PHYSICIANS CLINIC,CONSULTING,24; REGISTER OF DEEDS,LEGAL,80; RICHS WRECKING & SALVAGE,VEH MAINT,450; RUSHMORE MEDIA COMPANY, INC, CONTRACTUAL SVC,325; S M E C,EMPLOYEE DEDUCTIONS,195.5; SALAZAR BEN,LEGAL,23.45; SANDBERG IMPLEMENT, INC,EQUIP MAINT,258.13; SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,195; SCOTTSBLUFF BODY & PAINT,TOW SERVICE,655; SCOTTSBLUFF POLICE OFFICERS ASSOCIATION,POLICE EE DUES,552; SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC,UNIFORMS,825; SIMMONS OLSEN LAW FIRM, P.C.,CONTRACTUAL SERVICES,16038.79; SIMON CONTRACTORS, SNOW HAULING FOR TRANSPORTATION, 6613.37; STILLAHN CHRIS,DUMPSTER,60.9; THE CHICAGO LUMBER COMPANY OF OMAHA INC,DEPT SUPP,34.57; THE PEAVEY CORP,INVEST SUPPL,259.65; THE WESTERN SUGAR COOPERATIVE,SUPPLIES - TRUCKBED LINERS,152.72; THOMAS P MILLER & ASSOCIATES, LLC,LB840 - ECONOMIC DEVELOPMENT,6577.53; TRANS IOWA EQUIPMENT LLC,PART FOR SNOW BLOWER - SPIDER,9859.06; TWIN CITY AUTO, INC,CUTTING EDGES FOR SNOW PLOWS,1591.69; TYLER TECHNOLOGIES, INC,FEES-UTILITY BILLING,1576.75; UNIQUE MANAGEMENT SERVICES, INC,CONT. SRVCS,340.1; UPSTART ENTERPRISES, LLC,EQUIP MAINT,371.78; US BANK,DEPT SUPPL,1766.25; WELLS FARGO BANK, N.A.,RETIREMENT, 24463.27; WESTERN PATHOLOGY CONSULTANTS, INC,CONTRACT SERVICES, 280; WESTERN PLAINS BUSINESS FORMS INC,CONTRACTUAL SVC,74.38; WESTERN TRAVEL TERMINAL, LLC,VEH MAINT,79.99; YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE,YMCA,2157.75; REFUNDS: DANIELA DUARTE 33.32; ANN GACHNE 18.02; DEB SHIRKEY 114.10; ZACHERY PHILLIPS .28; RAMONA WARNER 4.00; LISA PAEZ 26.06; FIRST CASH INC. #365 182.67; NATHAN LEWIS 23,86; DENNY TURNER 6.26.

Mr. Jim Carney, representing St. Agnes Church, approached the Council to explain the request for Special Designated Liquor Licenses for their annual fish fry events. This is the 11th year for this event. They are very careful regarding serving beer and wine and have never had an issue of serving to minors. Police Chief Spencer added that the event is managed very well and they have no problem recommending approval of the permits. Moved by Council Member Gonzales, seconded by Council Member Colwell, "to recommend issuance of special designated liquor licenses for St. Agnes Church, 2314 3rd Ave., Scottsbluff, for events on February 12, February 26 and March 11, 2016," "YEAS", Colwell, Gonzales, and Meininger,"NAYS" Shaver. Absent: McCarthy.

City Manager Kuckkahn presented the agreement with the Splash Foundation and recommended that this agreement go to the Parks and Recreation Board for review first. Council was concerned over some confusing wording of the agreement and also felt the contract should be considered since it is on the agenda. Mayor Meininger commented that review from the Parks and Recreation Board would give another layer of input. Representatives from the Splash Foundation, Janelle Debes, President Elect; and Jennifer Galinda, President; approached the Council to justify their request for \$80,000.00 for the Foundation. They explained that with the cost of running the pool is actually quite a bit more, with payroll alone at \$156,000.00. They felt the \$80,000.00 request was a fair amount to assist with the operation. Funding is needed to help with labor, insurance, and supplies, including purchasing a payment system (POS). Ms. Galinda explained that they have organized their board and plan to increase services and build the memberships to help them meet their expenses. They plan to be open 6 days a week to provide more programs to the community.

Mayor Meininger expressed his concern for the organization to operate on their budget. The City did not continue with the Splash because of the cost per participant. Currently, the Splash Foundation is not receiving any funding from the City or the Scottsbluff Public School District. They have received some in-kind assistance from the School District. They have also received some donations and membership fees, which are \$30/family per month. The Torpedoes members also pay a membership fee. The financial request from the City would help to stabilize and grow the program. Council Member Shaver was concerned if \$80,000.00 would be enough to cover expenses.

Mr. Kuckkahn added that staff suggested that the Splash foundation work with the Park and Recreation Board to present a unified approach to running the pool. He also voiced concern about competition with the City for lifeguards to fill the positions. He added that if the Council is interested in providing funding to the Splash Foundation, the funds would come from contingency funds.

Council Member Colwell commented that the representatives presented the information requested, so we should consider their request now rather than send it back to the Park and Recreation Board for recommendation. Council Member Shaver agreed and suggested that we provide \$40,000.00 of their request now, and evaluate the remaining one-half later, which will give them time to work out the specifics. The Splash Foundation representatives commented that this request for funding is just a starting point, they don't intend to ask for funding on a regular basis.

Council Member Shaver suggested changing the contract to \$40,000.00 now and reevaluate in six months, and remove the last sentence of #7 in the contract "These funds shall be used to provide services for the City's residents as provided in paragraph 2 above".

Meagan Hayward, member of the Park and Recreation Board, commented that the Board would like some time to look at the proposal and make a recommendation to the City Council. In reviewing the Splash budget, it appears that the funding from the City would go to pay their lifeguards more than the City can pay lifeguards, which presents a concern about competition for lifeguards.

Moved by Mayor Meininger "to recommend sending the Splash Foundation proposal back to the Park and Recreation Board." Motion died due to lack of a second.

Moved by Council Member Shaver, seconded by Council Member Colwell, "to approve the Splash Foundation Agreement with the following change in #7: Provided the City has funding available, the City by this Agreement shall contribute an amount of money to support Splash's operation of the Indoor Swimming Pool not to exceed \$40,000.00. Provided further, additional funding may be considered by City upon further request by Splash and further review by the City," "YEAS", Colwell, Gonzales, Meininger and Shaver, "NAYS" None. Absent: McCarthy.

Assistant City Manager Johnson presented the agreement with Panhandle Area Development District (PADD) for work related to the Comprehensive Development Plan. The City contracted with PADD in 2015 for this project in the amount of \$4,000.00, of which there are approximately 16 hours (\$940.00) remaining to complete the work. PADD's portion of the Comprehensive Plan will be complete by February 29, 2016. Moved by Council Member Gonzales, seconded by Council Member Colwell, "to approve the agreement with Panhandle Area Development District and authorize the Mayor to execute the agreement," "YEAS", Colwell, Gonzales, Meininger and Shaver, "NAYS" None. Absent: McCarthy.

Mr. Johnson presented the contract with Twin Cities Development for support of the eCenter. This will be paid for out of the LB840 fund, which is very healthy. Payment will be \$1,000.00 per month for businesses that qualify, with a cap of \$60,000.00 per year. Moved by Mayor Meininger, seconded by Council Member Gonzales, "to approve the agreement with Twin Cities Development for support of the eCenter and authorize the Mayor to execute the agreement," "YEAS", Colwell, Gonzales, and Meininger, "NAYS" Shaver. Absent: McCarthy.

Mr. Johnson presented the Fee for Services contract with Twin Cities Development, which will also be paid from LB840 funds. This will provide \$7500.00 per quarter for core services to include day to day operations of the economic development office, maintain the economic development website, participate in area marketing efforts, participation in area business and industry tours for high school students and board and staff development and training. The contract amount will not exceed \$60,000.00 per fiscal year. The City will pay \$100.00 per hour for business retention and expansion visits and economic development related activities required to maintain Certified Community Status. This contract is limited to and not to exceed \$60,000.00 per fiscal year.

Mayor Meininger noted that this contract meets the approved activities qualifying under the State's LB840 requirements. The City will have the capability to review funding again depending upon the types of business recruitments. Moved by Council Member Gonzales, seconded by Mayor Meininger,

“to approve a Fee for Services Contract with Twin Cities Development and authorize the Mayor to execute the contract,” “YEAS”, Colwell, Gonzales, and Meininger, “NAYS” Shaver. Absent: McCarthy.

City Manager Kuckkahn presented the lease for a new car for use by the WING investigator, to replace the existing lease. This lease is paid with funds from the HIDTA grant. Moved by Council Member Gonzales, seconded by Council Member Shaver, “to approve a three-year lease agreement for the WING investigator vehicle in the amount of \$386.00 per month,” “YEAS”, Colwell, Gonzales, Meininger and Shaver, “NAYS” None. Absent: McCarthy.

Mr. Kuckkahn presented the Memorandum of Understanding with the TriCities Amateur Radio Club to allow the ham radio club to utilize the old Fire Department dive bus, which has been taken out of service. The TriCities Amateur Radio Club will use the bus for a mobile communications vehicle to assist in emergency operations. The bus will be stored at the airport when not in use. Moved by Mayor Meininger, seconded by Council Member Gonzales, “to approve the Memorandum of Understanding with the TriCities Amateur Radio Club to use the city’s bus and authorize the Mayor to sign the agreement,” “YEAS”, Colwell, Gonzales, Meininger and Shaver, “NAYS” None. Absent: McCarthy.

Assistant City Manager Johnson presented the agreement with MC Schaff and Associates regarding the Platte Alliance Water Supply (PAWS) project. He explained that Wyoming has approved and committed \$200,000.00 of the \$400,000.00 required for the feasibility study. This study for the region-wide municipal water supply project is needed to address the operational programs, options for cost-effective operation, infrastructure design, cost estimates, economic viability, water supply and rights and environmental compliance.

The \$200,000.00 required can be paid out of the Water Department contingency funds for a portion, and then the remainder budgeted for next fiscal year. Regarding water issues, this is a very essential project. Similar projects have stabilized water costs in other areas. Mr. Dave Schaff, MC Schaff and Associates, explained that there are a few very successful models they have looked at, including the Lewis and Clark Project in South Dakota, Minnesota and Iowa. The reason for this agreement is to solidify the Nebraska share of the project. Water rights will be a big part of the feasibility study through multiple users. Among many items, they will be looking at changing the point of diversion and cost effectiveness of treating water. The contract is for the feasibility study only. Moved by Mayor Meininger, seconded by Council Member Shaver, “to approve an agreement with MC Schaff and Associates regarding the Platte Alliance Water Supply (PAWS) project and authorize the Mayor to execute the agreement,” “YEAS”, Colwell, Gonzales, Meininger and Shaver, “NAYS” None. Absent: McCarthy.

Mr. Kuckkahn presented the inter-local agreement with the City of Terrytown for paint striping, at the same cost as last year. Moved by Council Member Shaver, seconded by Council Member Gonzales, “to approve the inter-local agreement with the City of Terrytown for paint striping and authorize the Mayor to execute the agreement,” “YEAS”, Colwell, Gonzales, Meininger and Shaver, “NAYS” None. Absent: McCarthy.

Mr. Kuckkahn also presented the inter-local agreement with the City of Terrytown for street sweeping, at the same cost as last year. Moved by Council Member Shaver, seconded by Mayor Meininger, “to approve the inter-local agreement with the City of Terrytown for street sweeping and authorize the Mayor to execute the agreement,” “YEAS”, Colwell, Gonzales, Meininger and Shaver, “NAYS” None. Absent: McCarthy.

Mr. Tom West with Thomas P. Miller and Associates (TPMA) introduced the other team members with TPMA, Courtney Zaugg and Scott Neale. He explained that he is very excited about the Economic Development plans for Western Nebraska as it is a plan for our future generations. Two years ago they began the strategic planning and discussing how we define success. The plan is action oriented with a common vision for all of the communities involved in the Western Nebraska Economic Development committee. The stake holders made it clear they wanted to get away from jurisdictional boundaries and developed the theme “United We Grow” which describes the regional collaboration and cooperation. They concentrated on reaching a consensus throughout the region of the top priorities for projects, recognizing that projects in other communities may have a high priority for the entire region. It’s important to understand that the funding for the plan didn’t drive the plan, priorities drove the plan. We

will need to tap many funding sources, including grants, LB840, workforce development, private investments, etc.

Courtney Zaugg added that approximately two years ago they were tasked with building trust and guidance for Economic Development in the Panhandle Region. This effort is called Western Nebraska Economic Development. They have worked with a number of local organizations on capacity building, visioning and building community resources. They are applying for an EDA i6 Grant for \$300,000.00 which should be complete soon. In addition, they are working with Starr Lehl, our local representative with the Nebraska Department of Economic Development, to build a relationship and develop communication.

Some of the area projects include working on economic feasibility in Bridgeport to determine a market for tourism and businesses; a day care establishment in Morrill, which has been identified as a qualifying business which eliminates barriers to employment; and community engagement in Bayard. In addition they are working on identifying needs in housing, tourism and downtown development.

TPMA is a firm with a comprehensive focus, known nationally for their work in education, health care, and economic development. They essentially are a resource that has filled the gap in Western Nebraska.

Scott Neale explained that their first project is the Scottsbluff/Gering Highway, of which they will soon be sending out requests for proposals. In addition, the Overland Corridor study will be a priority project and they will be working with City of Scottsbluff staff. Also, a key project is the assessment study for development sites. There is definitely momentum in the region which involves eight counties, and nine cities in the Panhandle. It's important to sustain the momentum through leadership development. Mr. Neal explained that it's obvious that we receive a lot of revenue from the area communities, so it's important to help them grow also.

Tom West explained that there is a vision for regional effort through WNED as a clearing house for Economic Development projects. In cooperation with PADD they are preparing a Library of resources that all communities can share. WNED is now a cohesive voice for Western Nebraska, with more influence in Lincoln for lobbying efforts.

Ms. Zaugg added that sustainability means leadership development, developing mission, and projects, but we need strong leaders. We need a dedicated resource, capacity expertise and strong guidance to sustain and be stable. We are working on building trust, we have the momentum and need to continue.

Mr. West explained that their goal is not to create dependency, but help work on independence. WNED is keeping the momentum and TPMA will continue to help, but the area and the communities need to own the project. TPMA can help bring many issues to the table; however we need to continue consensus building. We may want to create a 501(c)(6) so WNED can lobby for revenue sources. Scottsbluff has invested in the regional plan, which needs to continue. This will help build excitement and build sustainability.

Ms. Zaugg explained the reason for the contract, which is mainly focused on Scottsbluff with an evaluation of industrial sites for qualifying businesses and regional marketing assistance. Communication is a key, so we will be providing additional presentations to City Council.

Council Member Shaver asked why the contract with TPMA is with the City of Scottsbluff and not WNED. Deputy City Attorney Ediger explained that there was recently a legislative change regarding LB840 funds. The contract has to be with the City of Scottsbluff as LB840 funds cannot go to another political subdivision. Funding can be provided to Qualifying Businesses for projects in other communities, but the City can't grant LB840 funds to other political subdivisions, such as WNED or another community

Mr. West commented that they plan to go to the Nebraska Department of Economic Development (NDED) to identify other funding sources to make sure this program works. Council Member Shaver commented that other communities need to provide funding for this economic plan and have an investment in the plan. Mr. Ediger added that the goal is to get LB840 funding in all communities as they need to have their own LB840 program. Council Member Shaver agreed that this is a good source of funding, however, it's restrictive, so we should look at WNED becoming a 501(c)(3) or

501(c)(6) tax exempt organization. Ms. Zaugg commented that nearly all federal funding needs a regional piece, which WNED supplies.

Council Member Shaver added that he felt extending the time period of the TPMA agreement extends the time period of their assistance. Tom West responded that the funding doesn't necessarily go to TPMA, it can go to any organization that can assist. It's important that the group supports itself. Council Member Colwell asked how TPMA sees themselves working with PADD or TCD. Ms. Zaugg responded that they need to be involved as they have knowledge of areas that TPMA doesn't have.

Moved by Council Member Gonzales, seconded by Mayor Meininger, "to approve the contract with Thomas P. Miller and Associates for Economic Development services and authorize the Mayor to execute the contract," "YEAS", Colwell, Gonzales, Meininger and Shaver, "NAYS" None. Absent: McCarthy.

Deputy City Attorney Ediger gave the Council the following power point presentation on the details of LB357 and the Community Redevelopment Authority:

LB 357

Basics - City of the First Class

- No impact on existing 1½ cent City Sales Tax
- Additional ½ Cent to be used for Public Infrastructure Projects
- Projected tax per year = \$1.8 million
- Term: 10 years or until bonds for which sales tax revenue is pledged are paid off

Implementation

- At least 70% of City Council (4 votes) required for proposal
- Must be submitted at a Primary or General Election
- March 1 deadline for May primary Election
- If fails, then must wait 2 years
- If passes, additional tax would take effect October 1, 2016

Public Infrastructure Projects

public highways and bridges and municipal roads, streets, bridges, and sidewalks; solid waste management facilities; wastewater, storm water, and water treatment works and systems, water distribution facilities, and water resources projects, including, but not limited to, pumping stations, transmission lines, and mains and their appurtenances.

Interlocal Agency Formation

- Partner must be a political subdivision within the City or County.
- Interlocal Agency must not be in existence more than one year preceding the election.
- Needs to be a new Partnership.

Interlocal agreement requirements

- Agreement "shall contain provisions, including benchmarks, relating to the long-term development of unified governance of public infrastructure projects"
- Emphasis is on efficiencies to promote the goals of both partners.

Interlocal Agency Purpose

- Monitor benchmarks
- Assess the effect of the collaboration between the City and its partner.
- If Interlocal Agency is funded, how to spend its funds.

Project Decisions

- Sales Tax is levied by the City.
- City Council determines the projects.
- Bonds are issued by the City. Sales Tax is pledged for payment of the Bonds.
- Interlocal Agency is primarily advisory as to the infrastructure projects.

Interlocal Agency Funding

A portion of the additional sales tax can be allocated to the Interlocal Agency – maximum 25%.

If the maximum, that portion of the sales tax continues beyond 10 years.

No requirement to fund the Interlocal Agency - or can fund with a lesser percentage of the tax, or from other sources.

Interlocal Agency Governance

Number of Board Members (City Council can appoint the majority)

Who can be Board Members?

Officers

Terms of Board Members

LB357 History in Nebraska

Adopted by 12 cities to date.

Partners have been School Districts, NRD's, a County, Rural Fire Districts & a CRA.

Many are tied to specific projects

Only one has funded the Interlocal Agency.

Community Redevelopment Authority (CRA) as a Partner

CRA created by Ordinance

5 (most common) or 7 Members – staggered terms, appointed by Mayor & Council.

Director of CRA: City Manager or Designate

If funded, City Treasurer is Ex Officio Treasurer

CRA Purpose

Separate Public Body

Power to prepare and recommend redevelopment plans

Undertake and carry out redevelopment projects

Expenditures necessary to carry out the purposes of the Community Development Law

Current Process (for TIF Projects)

City Council makes determination as to Blighted and Substandard Condition – no change if a CRA.

City Council approves Redevelopment Plan – no change if a CRA.

City Council acts as Community Development Agency (“CDA”) and approves Contract.

CDA is typically reactive – acts upon request of Developer.

CRA Funding

Property Tax – max levy of 2.6 cents per \$100 in value.

Appropriation from General Fund

Reserve a portion of funding from a TIF project to reimburse CRA expenses.

LB357 Interlocal Agency – contract with the CRA for services or projects.

Reasons for a CRA

CRA can specialize and concentrate on Community Redevelopment. Proactive.

Adds another level of review of Redevelopment Plans.

Select CRA Members with appropriate skill sets.

Variety of programs available. Examples: purchase of blighted property, demolition of dilapidated properties, enter into agreements with developers.

Less red tape when it comes to selling property.

CRA Successes

Grand Island

Hastings

Kearney

North Platte

Ogallala

Alliance (recently adopted a CRA Ordinance)

CRA Issues:

- Ineffective or “do nothing” CRA.
- Inadequate funding.
- Financial failure of Developer(s).
- Loaning Borrowed funds

Council Member Shaver voiced his concern regarding the 25% maximum that can go to the Interlocal Agency. He feels it’s extremely important to list the projects being funded on the ballot, so voters know exactly where those funds are going. Mr. Shaver also noted that he feels the CRA should not be funded with a portion of the sales tax, but rather another source. Mr. Ediger explained that the ballot language will be transparent regarding the use of the funds.

Mr. Bill Trumbull asked about the limitation of developers serving as members of the CRA, which makes it difficult to choose members to serve. Mr. Ediger explained that State Law determines that members of the CRA cannot be involved in the redevelopment project.

Council introduced the Ordinance which was read by title on second reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA, AMENDING THE MUNICIPAL CODE TO PROVIDE FOR A COMMUNITY REDEVELOPMENT AUTHORITY.**

Moved by Mayor Meininger, seconded by Council Member Gonzales, “to approve Resolution No. 16-01-01 authorizing Assistant City Manager Johnson to sign closing documents for the purchase of the property located at 1303 East Overland,” “YEAS”, Colwell, Gonzales, and Meininger, “NAYS” Shaver. Absent: McCarthy.

RESOLUTION NO. 16-01-01

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

WHEREAS, the City of Scottsbluff in an effort to help clean up the right of way for the Scottsbluff Drain has entered into an agreement to purchase property, located within the City known as 1303 East Overland;

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Scottsbluff that approval is now given for the purchase and acquisition of real estate with the address of 1303 East Overland, Scottsbluff, Nebraska and more particularly described as follows:

Lot One (1) and the West Half of Lot Two (2), Block Twelve (12), IMPERIAL SUBDIVISION, an Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska.

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

This Resolution shall become effective following its passage and approval.

Passed and approved on January 19, 2016.

Mayor

Attest:

City Clerk
(Seal)

Council introduced the Ordinance which was read by title on second reading: **AN ORDINANCE AUTHORIZING THE SALE OF LOT 3A, BLOCK 1, SECOND IMMIGRANT TRAIL SUBDIVISION TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA.**

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

Motion did not pass with three-fourths of the Council Members.

Council Member Gonzales introduced the Ordinance which was read by title on second reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA AMENDING THE MUNICIPAL CODE TO REVISE §6-6-28 DEALING WITH WATER SERVICE AND RATES FOR WATER SERVICE, TO SPECIFICALLY SET FORTH THAT ALL USERS OF THE CITY WATER SYSTEM LOCATED OUT OF CITY LIMITS SHALL PAY THE SAME RATE, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.**

Under Council reports, Mayor Meininger reported that he met with the Senior Center Board and they signed the support agreement with the City. He also met with the 911 Advisory Group and discussed the RFP/CAD records management. He suggested we place this item on the next agenda to request legal representative review.

Council Member Shaver introduced Uriah Mata who will serve as our Student Council Representative to the City Council.

Moved by Council Member Shaver, seconded by Council Member Colwell to adjourn the meeting at 8:30 p.m., "YEAS", Colwell, Gonzales, Shaver and, Meininger. "NAYS" None. Absent: McCarthy.

Mayor

Attest:

City Clerk

"SEAL"

City of Scottsbluff, Nebraska

Monday, February 1, 2016

Regular Meeting

Item Consent2

Council to set a Public Hearing for Tuesday, February 16, 2016 at 6:05 p.m. for the One and Six Year Street Improvement Plan.

Staff Contact: Mark Bohl, Public Works Director

City of Scottsbluff, Nebraska

Monday, February 1, 2016

Regular Meeting

Item Consent3

Set Public Hearing for Rezone of 1218-1220 9th Ave.; 818 E. Overland; 816 E. Overland.; and 808 East Overland from R-1A Residential to C-2 Neighborhood and Retail Commercial.

Staff Contact: Annie Folck, City Planner

City of Scottsbluff, Nebraska

Monday, February 1, 2016

Regular Meeting

Item Consent4

Approve bids and specifications for asbestos abatement of properties located at 23 East 18th St. and 15 East 18th St. and authorize city clerk to advertise for bids to be received by February 23, 2016 at 3:00 p.m.

Staff Contact: Annie Folck, City Planner

Agenda Statement

Item No.

For meeting of: Feb 1, 2016

AGENDA TITLE: Approve bid specifications for asbestos abatement of properties located at 23 East 18th St and 15 East 18th Street and authorize the city clerk to advertise for bids to be received by February 23, 2016 at 3:00 P.M.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Planning and Zoning

PRESENTATION BY:

SUMMARY EXPLANATION: In order to create a Downtown Plaza, it has been recommended that the City owned buildings at 23 E 18th St and 15 E 18th St be demolished. Before this can be done, the asbestos in the buildings must be remediated.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION:

EXHIBITS				
Resolution	Ordinance	Contract	Minutes	Plan/Map
Other (specify) x <u>Bid specifications</u>				

NOTIFICATION LIST: Yes No Further Instructions

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

**REQUEST FOR PROPOSALS
CERTIFIED ABATEMENT CONTRACTORS
CITY OF SCOTTSBLUFF, NE**

Proposals will be received by the City of Scottsbluff, 2525 Circle Drive, Scottsbluff, NE 69361 until 3:00 p.m., February 23, 2016, to complete an asbestos abatement project located at 23 East 18th Street and 15 East 18th Street. The City of Scottsbluff reserves the right to refuse any or all proposals and to waive technicalities in order to accept proposals that may be in the best interest of the City of Scottsbluff, at its sole discretion.

Dated February 5, 2016

/s/ Cindy Dickinson
City Clerk

Print 3T:
February 5, 12, 19, 2016
One affidavit of publication requested

REQUEST FOR PROPOSAL (RFP)
CERTIFIED ABATEMENT CONTRACTORS
23 and 15 East 18th Office Buildings
Asbestos Building Material Abatement
Scottsbluff, Nebraska

1.0 General Instructions

In addition to the specifications described in this document, offerors must comply with all state, federal and local statues, rules and regulations.

All proposals for this project must be submitted in **two (2) copies** (with one clearly marked **Master Copy** containing live signatures) to City of Scottsbluff 2525 Circle Drive Scottsbluff, Nebraska 69361 Attention: Andrea Folck (City Planner) in a **sealed package** on or before 3:00 p.m. Mountain Time **Tuesday, February 23, 2016**. This is the official time for determining cut-off for acceptance of proposals. The offeror is responsible for ensuring that the sealed proposal is delivered to the appropriate location by the required time and assumes all risk of delivery.

The outside of the package must be clearly labeled RFP for 18th Street Abatement. Proposals and modifications thereof received at the designated location in this Request for Proposal (RFP) after the set time for receipt **will not be considered.**

No other distribution of this RFP shall be made by the offeror. The proposal must be signed by an official of the offering organization with authorization to bind the contractor to its provisions.

Questions concerning interpretation of the specifications and scope of work for the request for proposal should be brought to the attention of:

Henry Gompert
Panhandle Geotechnical & Environmental, Inc.
818 South Beltline Highway East
Scottsbluff, Nebraska 69361
(308) 632-6735

REQUEST FOR PROPOSAL (RFP)
CERTIFIED ABATEMENT CONTRACTORS
18th Street Abatement

1. **Scope of Work:** The purpose of this proposal is to obtain professional services to complete an asbestos abatement project located at 23 and 15 East 18th Street in Scottsbluff, Nebraska that are planned for demolition.
 - a. 23 East 18th Street
 - i. Remove and dispose of approximately 600 square feet of Transite on exterior Soffit and Fascia.
 - ii. Remove and dispose of approximately 900 square feet of 9"x9" Floor Tile in basement.
 - iii. Removal and dispose of approximately 300 linear feet of Roofing Tar next to flashing and AC units on roof.
 - b. 15 East 18th Street
 - i. Removal and dispose of approximately 900 square feet of Vinyl Flooring (most of the Vinyl Flooring is under carpet).
 - ii. Removal and dispose of approximately 200 linear feet of Pipe Insulation (1" -2") Thermal System Insulation (TSI) in basement.
 - iii. Removal and dispose of approximately 175 linear feet of Black Tar with Silver paint on flashing and AC unit of roof.
 - c. All offerors must comply with all state, federal and local statues, rules and regulations.
2. **Access to Building:** Access to the building will be arranged with the City Planners after the contract is awarded.
3. **The Proposal Narrative:** The proposal narrative must address each item in the "Scope of Work". The sections of the proposal are listed below. Sections of the proposal must be clearly marked and in the order specified.
 - a. **Cover Letter** Each proposal will have a cover letter on the letterhead of the company or organization submitting the proposal. The cover letter shall briefly summarize the offerors ability to provide the services specified in the request for proposal. A representative who has the legal capacity to enter the organization into a formal contract with City of Scottsbluff must sign the cover letter.

- b. **Overview** A brief synopsis of the proposal and its content.
- c. **Description of Services** The offeror must include a work plan describing major activities and to be delivered under the specifications of the RFP. This description must be in the same order as listed in the "Scope of Work".
- d. **Staff Organizations and Qualifications** The proposal must include: the offerors full name, address, branch office or other subordinate units that will perform or assist in performing any of the work as specified in this RFP along with proof of being a Certified Abatement Contractor in Nebraska.

4. General Provisions

- a. **Contract Period** The work specified in this request is to be conducted during the duration of the project.
- b. **No Personal Liability** Neither the members of the City of Scottsbluff system nor any office, employees, agent or representative of the City of Scottsbluff shall be personally liable, based upon any theory of the law or equity, to the contractor or any party claiming on the behalf of or through the contractor, under this agreement, or by reason of any individual's action or failure to act in any way connected with this agreement, whether or not the action or failure to act complained of shall have been within or without an individual's scope of authority. The contractor further waives any and all rights to make claim or commence an action or special processing, in law or equity, against any of the aforementioned individuals, and the contractor hereby assigns its complete right, title and interest in such claim, action, or special proceeding to the City of Scottsbluff.
- c. **Modifications to the Contract** It may be necessary for the City of Scottsbluff to modify the technical design and program requirements embodied in this contract. The contractor will be notified of any such modifications thirty (30) days prior to the change. The City of Scottsbluff and the contractor shall agree on the cost of any such modification prior to beginning of the work and no work brought about by any modifications shall begin without prior written authorization by City of Scottsbluff.
- d. **Hold Harmless** The successful contractor agrees that it shall indemnify and the City of Scottsbluff and all its agencies from and against any and all claims for injury, loss of life, or damage of use of property caused or alleged to be caused, by acts or omissions of the successful offeror, its employees, and invites on or about the

premises and which arise out of the successful offeror's performance, or failure to perform as specified in the agreement.

- e. **Liability Insurance** The successful offeror will present the City of Scottsbluff with a certificate of liability insurance equal to or greater than \$1,000,000.00 (one million dollars).
- f. **Basis of Award** The City of Scottsbluff shall award this contract to the responsible and responsive offeror who best meets the terms and conditions of this proposal. The City of Scottsbluff reserves the right to reject any or all proposals, and to request modifications to proposals from the offeror during the reviews and consideration period. The content of each proposal will be considered binding on the successful offeror and subject to subsequent confirmation if selected. The content of the successful proposals will be included by reference in any resulting contracts. Amendments to the proposals will not be accepted after the specified closing date for submission. The City of Scottsbluff reserves the right at any time to request clarification and/or further technical information from any or all offerors submitting proposals. All costs incurred by the offeror in preparation of their proposal, or during any negotiations on proposals or contracts shall be borne by the offeror.
- g. **Non Performance** The successful offeror must satisfy the requirements of this proposal and subsequent contract. The contract may be suspended or terminated by City of Scottsbluff upon thirty (30) days written notice and further eligibility for contracts may be lost should the successful offeror fail to carry out the terms of this project. The successful offeror may subcontract for services but must retain overall responsibility for the performance under this contract. The successful offeror must have prior written approval from City of Scottsbluff for all subcontractors.
- h. **Force Majeure** Neither the contracted vendor nor the City of Scottsbluff shall be held responsible for non-performance under the terms and conditions of this due, but limited to, government restrictions, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.
- i. **Exceptions** Offerors may elect to make minor exceptions to the terms and conditions of this request for proposal. The City of Scottsbluff shall evaluate each exception according to the intent of the terms and conditions contained herein, but the City of Scottsbluff must reject exceptions that do not conform to State proposal law and/or create inequality in the treatment of offerors.

Exceptions shall be considered only if they are submitted with the proposal or before the date and time of the sealed proposal opening.

- j. **Payment Schedule** A payment schedule will be agreed to with the successful vendor at the time of final contract negotiations. Payment will be based on the actual amount Asbestos Materials removed.

Prepared by:

Henry Gompert
Panhandle Geotechnical & Environmental, Inc.
818 South Beltline Highway East
Scotts Bluff, Nebraska 69361
(308) 632-6735

Attachments: Bid Sheet

**18TH STREET ABATEMENT
 BID SHEET**

**NOTE: BIDS ARE DUE AT 3:00 P.M. ON Tuesday, February 23, 2016 AT
 THE CITY OF SCOTTSBLUFF 2525 CIRCLE DRIVE SCOTTSBLUFF,
 NEBRASKA 69361 BIDS ARE F.O.B. SCOTTSBLUFF, NE.**

Acknowledgement Receipt of: _____ Addendum #1

IF APPLICABLE _____ Addendum #2

\$ _____ 900 sq. ft. of floor tile \$ _____
 Unit Price subtotal Price

\$ _____ 600 sq. ft. of Transite \$ _____
 Unit Price subtotal Price

\$ _____ 900 sq. ft. Vinyl Flooring \$ _____
 Unit Price subtotal Price

\$ _____ 200 Linear feet of TSI \$ _____
 Unit Price subtotal Price

\$ _____ 475 linear feet of Tar \$ _____
 Unit Price subtotal Price

\$ _____
 Grand Total

COMPANY _____
 ADDRESS _____
 CITY, STATE, ZIP _____
 BY (Print Name) _____
 (Signature) _____
 TITLE _____
 DATE _____

City of Scottsbluff, Nebraska
Monday, February 1, 2016
Regular Meeting

Item Claims1

Regular claims

Staff Contact: Liz Hilyard, Finance Director



Expense Approval Report

By Vendor Name

Post Dates 1/20/2016 - 2/1/2016

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00743 - 3M COMPANY					
Fund: 111 - GENERAL					
EQUIPMENT & MAINTENANCE	EQUIPMENT MAINTENANCE				674.05
					Fund 111 - GENERAL Total:
					674.05
Fund: 215 - SPECIAL PROJECTS					
EQUIPMENT & MAINTENANCE	INSURED REPAIRS/REPLACE				5,031.75
					Fund 215 - SPECIAL PROJECTS Total:
					5,031.75
Vendor 00743 - 3M COMPANY Total:					
					5,705.80
Vendor: 08464 - 911 CUSTOM, LLC					
Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				469.00
					Fund 111 - GENERAL Total:
					469.00
Vendor 08464 - 911 CUSTOM, LLC Total:					
					469.00
Vendor: 09292 - ADVANCED CUTTING SYSTEMS, INC					
Fund: 212 - TRANSPORTATION					
SUPP - UPGRADE SOFTWARE F...	DEPARTMENT SUPPLIES				595.00
SUPP - BLADES FOR SIGN MACH...	DEPARTMENT SUPPLIES				226.99
					Fund 212 - TRANSPORTATION Total:
					821.99
Vendor 09292 - ADVANCED CUTTING SYSTEMS, INC Total:					
					821.99
Vendor: 07554 - AGUALLO, PAUL					
Fund: 621 - ENVIRONMENTAL SERVICES					
uniforms & clothing	UNIFORMS & CLOTHING				125.00
					Fund 621 - ENVIRONMENTAL SERVICES Total:
					125.00
Vendor 07554 - AGUALLO, PAUL Total:					
					125.00
Vendor: 00310 - ALAMAR CORP					
Fund: 111 - GENERAL					
UNIFORM & CLOTHING	UNIFORMS & CLOTHING				113.98
					Fund 111 - GENERAL Total:
					113.98
Vendor 00310 - ALAMAR CORP Total:					
					113.98
Vendor: 03711 - AMAZON.COM HEADQUARTERS					
Fund: 111 - GENERAL					
Bks,AV, dep sup	DEPARTMENT SUPPLIES				116.96
Bks,AV, dep sup	AUDIOVISUAL SUPPLIES				56.97
Bks,AV, dep sup	BOOKS				4.92
					Fund 111 - GENERAL Total:
					178.85
Vendor 03711 - AMAZON.COM HEADQUARTERS Total:					
					178.85
Vendor: 00152 - AMERICAN PUBLIC WORKS ASSOCIATION					
Fund: 212 - TRANSPORTATION					
1 YEAR MEMBERSHIP FOR DIRE...	MEMBERSHIPS				206.66
					Fund 212 - TRANSPORTATION Total:
					206.66
Fund: 631 - WASTEWATER					
MEMBERSHIPS	MEMBERSHIPS				206.67
					Fund 631 - WASTEWATER Total:
					206.67
Fund: 641 - WATER					
MEMBERSHIPS	MEMBERSHIPS				206.67
					Fund 641 - WATER Total:
					206.67
Vendor 00152 - AMERICAN PUBLIC WORKS ASSOCIATION Total:					
					620.00

Expense Approval Report

Post Dates: 1/20/2016 - 2/1/2016

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 02118 - ANITA'S GREENSCAPING INC					
Fund: 216 - BUSINESS IMPROVEMENT					
BID PRKNG LOT	CONTRACTUAL SERVICES				111.12
BID PRKNG LOT MNTNCE	CONTRACTUAL SERVICES				111.12
BID CNTRCL SRVCS	CONTRACTUAL SERVICES				958.62
Fund 216 - BUSINESS IMPROVEMENT Total:					1,180.86
Fund: 661 - STORMWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				400.00
Fund 661 - STORMWATER Total:					400.00
Vendor 02118 - ANITA'S GREENSCAPING INC Total:					1,580.86
Vendor: 02618 - ANTHONY HARRIS					
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				22.50
Fund 621 - ENVIRONMENTAL SERVICES Total:					22.50
Vendor 02618 - ANTHONY HARRIS Total:					22.50
Vendor: 09604 - ARROWHEAD SCIENTIFIC					
Fund: 111 - GENERAL					
INVEST SUPPL	INVESTIGATION SUPPLIES				146.68
Fund 111 - GENERAL Total:					146.68
Vendor 09604 - ARROWHEAD SCIENTIFIC Total:					146.68
Vendor: 04575 - AUTOZONE STORES, INC					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				14.99
DEPT SUPP	DEPARTMENT SUPPLIES				14.99
Fund 111 - GENERAL Total:					29.98
Vendor 04575 - AUTOZONE STORES, INC Total:					29.98
Vendor: 00295 - B & H INVESTMENTS, INC					
Fund: 111 - GENERAL					
BLDG MAINT	BUILDING MAINTENANCE				5.50
BLDG MAINT	BUILDING MAINTENANCE				5.50
BLDG MAINT	BUILDING MAINTENANCE				9.75
BLDG MAINT	BUILDING MAINTENANCE				9.75
Fund 111 - GENERAL Total:					30.50
Vendor 00295 - B & H INVESTMENTS, INC Total:					30.50
Vendor: 00734 - BIRUTA D. WALTON					
Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				197.50
Fund 111 - GENERAL Total:					197.50
Vendor 00734 - BIRUTA D. WALTON Total:					197.50
Vendor: 00405 - BLUFFS SANITARY SUPPLY INC.					
Fund: 111 - GENERAL					
DEPT & JANIT SUPPL	DEPARTMENT SUPPLIES				70.69
DEPT & JANIT SUPPL	DEPARTMENT SUPPLIES				70.68
DEPT & JANIT SUPPL	JANITORIAL SUPPLIES				59.39
DEPT & JANIT SUPPL	JANITORIAL SUPPLIES				59.38
Jan sup	JANITORIAL SUPPLIES				270.45
Fund 111 - GENERAL Total:					530.59
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				13.93
Fund 621 - ENVIRONMENTAL SERVICES Total:					13.93
Vendor 00405 - BLUFFS SANITARY SUPPLY INC. Total:					544.52

Expense Approval Report

Post Dates: 1/20/2016 - 2/1/2016

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 08293 - BRODERICK, MATTHEW					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				1,224.00
					Fund 111 - GENERAL Total:
					1,224.00
					Vendor 08293 - BRODERICK, MATTHEW Total:
					1,224.00
Vendor: 09029 - BYTES COMPUTER & NETWORK SOLUTIONS					
Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				125.49
					Fund 111 - GENERAL Total:
					125.49
					Vendor 09029 - BYTES COMPUTER & NETWORK SOLUTIONS Total:
					125.49
Vendor: 00735 - CAPITAL BUSINESS SYSTEMS INC.					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				127.11
					Fund 111 - GENERAL Total:
					127.11
					Vendor 00735 - CAPITAL BUSINESS SYSTEMS INC. Total:
					127.11
Vendor: 00055 - CARR- TRUMBULL LUMBER CO, INC.					
Fund: 212 - TRANSPORTATION					
SUPP - LUMBER FOR BARRICADE..	DEPARTMENT SUPPLIES				68.74
SUPP FOR BARRICADE REPAIR - ...	DEPARTMENT SUPPLIES				26.98
SUPP - BRUSHES, LINER, PAINT	DEPARTMENT SUPPLIES				82.32
					Fund 212 - TRANSPORTATION Total:
					178.04
					Vendor 00055 - CARR- TRUMBULL LUMBER CO, INC. Total:
					178.04
Vendor: 07911 - CELLCO PARTNERSHIP					
Fund: 111 - GENERAL					
CELL PHONE	TELEPHONE				507.12
					Fund 111 - GENERAL Total:
					507.12
					Vendor 07911 - CELLCO PARTNERSHIP Total:
					507.12
Vendor: 00363 - CEMENTER'S INC					
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				317.80
					Fund 641 - WATER Total:
					317.80
					Vendor 00363 - CEMENTER'S INC Total:
					317.80
Vendor: 09599 - CHIMNEY ROCK CARRIAGE CO					
Fund: 111 - GENERAL					
SPECIAL EVENT	SPECIAL EVENTS				300.00
					Fund 111 - GENERAL Total:
					300.00
					Vendor 09599 - CHIMNEY ROCK CARRIAGE CO Total:
					300.00
Vendor: 02396 - CITIBANK N.A.					
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				66.99
					Fund 621 - ENVIRONMENTAL SERVICES Total:
					66.99
					Vendor 02396 - CITIBANK N.A. Total:
					66.99
Vendor: 00484 - CITY OF GERING					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				12.00
					Fund 111 - GENERAL Total:
					12.00
					Vendor 00484 - CITY OF GERING Total:
					12.00
Vendor: 02278 - COLMAN EQUIPMENT CO.					
Fund: 212 - TRANSPORTATION					
NEW TRUCK MOUNTED SALT S...	EQUIPMENT				15,381.00
					Fund 212 - TRANSPORTATION Total:
					15,381.00
					Vendor 02278 - COLMAN EQUIPMENT CO. Total:
					15,381.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 03010 - COLONIAL LIFE & ACCIDENT INSURANCE COMPANY					
Fund: 713 - CASH & INVESTMENT POOL					
LIFE INS	LIFE INS EE PAYABLE				22.75
LIFE INS	DIS INC INS EE PAYABLE				25.95
Fund 713 - CASH & INVESTMENT POOL Total:					48.70
Vendor 03010 - COLONIAL LIFE & ACCIDENT INSURANCE COMPANY Total:					48.70
Vendor: 09478 - CONNOR MCDOWELL					
Fund: 111 - GENERAL					
meall cost for McDowell winter ...SCHOOL & CONFERENCE					
Fund 111 - GENERAL Total:					30.00
Vendor 09478 - CONNOR MCDOWELL Total:					30.00
Vendor: 02995 - CONSOLIDATED MANAGEMENT COMPANY					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				176.50
SCHOOLS & CONF	SCHOOL & CONFERENCE				124.75
Fund 111 - GENERAL Total:					301.25
Vendor 02995 - CONSOLIDATED MANAGEMENT COMPANY Total:					301.25
Vendor: 00267 - CONTRACTORS MATERIALS INC.					
Fund: 212 - TRANSPORTATION					
SUPP - DISC	DEPARTMENT SUPPLIES				8.62
GLOVES FOR CREW	UNIFORMS & CLOTHING				89.96
SUPP - DISC	DEPARTMENT SUPPLIES				8.62
Fund 212 - TRANSPORTATION Total:					107.20
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				344.99
Fund 641 - WATER Total:					344.99
Vendor 00267 - CONTRACTORS MATERIALS INC. Total:					452.19
Vendor: 06564 - CREDIT MANAGEMENT SERVICES INC.					
Fund: 713 - CASH & INVESTMENT POOL					
WAGE ATTACHMENT	WAGE ATTACHMENT EE PAY				212.14
Fund 713 - CASH & INVESTMENT POOL Total:					212.14
Vendor 06564 - CREDIT MANAGEMENT SERVICES INC. Total:					212.14
Vendor: 00406 - CRESCENT ELECT. SUPPLY COMP INC					
Fund: 111 - GENERAL					
light bulbs	BUILDING MAINTENANCE				26.21
Fund 111 - GENERAL Total:					26.21
Vendor 00406 - CRESCENT ELECT. SUPPLY COMP INC Total:					26.21
Vendor: 07689 - CYNTHIA GREEN					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				40.50
DEPT SUPP	DEPARTMENT SUPPLIES				30.10
dept supp	DEPARTMENT SUPPLIES				7.99
dept supp	DEPARTMENT SUPPLIES				6.54
Fund 111 - GENERAL Total:					85.13
Vendor 07689 - CYNTHIA GREEN Total:					85.13
Vendor: 03321 - DALE'S TIRE & RETREADING, INC.					
Fund: 621 - ENVIRONMENTAL SERVICES					
vehicle mtnc	VEHICLE MAINTENANCE				556.38
Fund 621 - ENVIRONMENTAL SERVICES Total:					556.38
Vendor 03321 - DALE'S TIRE & RETREADING, INC. Total:					556.38

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 09512 - DIAMONDBACK ENGINEERING & SURVEYING, INC					
Fund: 224 - ECONOMIC DEVELOPMENT					
UTILITY STUDY	CONTRACTUAL SERVICES				2,854.00
				Fund 224 - ECONOMIC DEVELOPMENT Total:	2,854.00
				Vendor 09512 - DIAMONDBACK ENGINEERING & SURVEYING, INC Total:	2,854.00
Vendor: 07421 - DUANE E. WOHLERS					
Fund: 621 - ENVIRONMENTAL SERVICES					
disposal fees	DISPOSAL FEES				450.00
disposal fees	DISPOSAL FEES				450.00
disposal fees	DISPOSAL FEES				450.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	1,350.00
				Vendor 07421 - DUANE E. WOHLERS Total:	1,350.00
Vendor: 00149 - ELKS CLUB					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				534.00
				Fund 111 - GENERAL Total:	534.00
				Vendor 00149 - ELKS CLUB Total:	534.00
Vendor: 01003 - ELLIOTT EQUIPMENT COMPANY INC.					
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				5,336.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	5,336.00
				Vendor 01003 - ELLIOTT EQUIPMENT COMPANY INC. Total:	5,336.00
Vendor: 09477 - ENVISIONWARE, INC					
Fund: 111 - GENERAL					
Cont. srvc	CONTRACTUAL SERVICES				924.15
				Fund 111 - GENERAL Total:	924.15
				Vendor 09477 - ENVISIONWARE, INC Total:	924.15
Vendor: 07574 - FAT BOYS TIRE AND AUTO					
Fund: 111 - GENERAL					
VEH MAINT	VEHICLE MAINTENANCE				720.00
				Fund 111 - GENERAL Total:	720.00
Fund: 212 - TRANSPORTATION					
TIRES FOR 1 TON	VEHICLE MAINTENANCE				840.00
				Fund 212 - TRANSPORTATION Total:	840.00
Fund: 621 - ENVIRONMENTAL SERVICES					
equip mtnc	EQUIPMENT MAINTENANCE				8,200.80
				Fund 621 - ENVIRONMENTAL SERVICES Total:	8,200.80
				Vendor 07574 - FAT BOYS TIRE AND AUTO Total:	9,760.80
Vendor: 00548 - FEDERAL EXPRESS CORPORATION					
Fund: 641 - WATER					
POSTAGE	POSTAGE				118.67
				Fund 641 - WATER Total:	118.67
				Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:	118.67
Vendor: 00794 - FLOYD'S TRUCK CENTER, INC					
Fund: 621 - ENVIRONMENTAL SERVICES					
vehicle mtnc	VEHICLE MAINTENANCE				245.13
vehicle mtnc	VEHICLE MAINTENANCE				44.13
				Fund 621 - ENVIRONMENTAL SERVICES Total:	289.26
				Vendor 00794 - FLOYD'S TRUCK CENTER, INC Total:	289.26
Vendor: 00022 - GENERAL ELECTRIC CAPITAL CORPORATION					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				102.42
DEPT SUPP	DEPARTMENT SUPPLIES				78.26
DEPT SUPP	DEPARTMENT SUPPLIES				133.53

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
department supplies	DEPARTMENT SUPPLIES				24.94
department supplies	DEPARTMENT SUPPLIES				40.73
Fund 111 - GENERAL Total:					379.88
Vendor 00022 - GENERAL ELECTRIC CAPITAL CORPORATION Total:					379.88
Vendor: 06671 - H D SUPPLY WATERWORKS LTD					
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				457.28
Fund 641 - WATER Total:					457.28
Vendor 06671 - H D SUPPLY WATERWORKS LTD Total:					457.28
Vendor: 04299 - HD SUPPLY FACILITIES MAINTENANCE LTD					
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				733.56
Fund 631 - WASTEWATER Total:					733.56
Vendor 04299 - HD SUPPLY FACILITIES MAINTENANCE LTD Total:					733.56
Vendor: 00861 - HEILBRUN'S INC.					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				12.99
EQUIP MAINT	EQUIPMENT MAINTENANCE				13.91
VEH MAINT	VEHICLE MAINTENANCE				26.49
VEH MAINT	VEHICLE MAINTENANCE				2.80
VEH MAINT	VEHICLE MAINTENANCE				2.80
VEH MAINT	VEHICLE MAINTENANCE				204.46
EQUIP MAINT	EQUIPMENT MAINTENANCE				14.86
DEPT SUPP	DEPARTMENT SUPPLIES				37.99
EQUIP MAINT	EQUIPMENT MAINTENANCE				4.99
VEH MAINT	VEHICLE MAINTENANCE				13.00
EQUIP MAINT	EQUIPMENT MAINTENANCE				21.31
DEPT SUPP	DEPARTMENT SUPPLIES				16.99
EQUIP MAINT	EQUIPMENT MAINTENANCE				2.33
DEPT SUPP	DEPARTMENT SUPPLIES				10.19
EQUIP MAINT	EQUIPMENT MAINTENANCE				2.21
DEPT SUPP	DEPARTMENT SUPPLIES				89.98
EQUIP MAINT	EQUIPMENT MAINTENANCE				72.99
VEH MAINT	VEHICLE MAINTENANCE				8.00
DEPT VHCL MNTNE	VEHICLE MAINTENANCE				209.80
supplies	DEPARTMENT SUPPLIES				1.93
DEPT VHCL MNTNE	VEHICLE MAINTENANCE				105.15
Fund 111 - GENERAL Total:					875.17
Fund: 212 - TRANSPORTATION					
SUPP FOR CENTRAL GARAGE	DEPARTMENT SUPPLIES				44.99
SUPP FOR CENTRAL GARAGE	OIL & ANTIFREEZE				48.00
FILTERS FOR PICKUP	VEHICLE MAINTENANCE				21.31
FILTER FOR BUCKET TRUCK	VEHICLE MAINTENANCE				32.44
SUPP FOR CENTRAL GARAGE	DEPARTMENT SUPPLIES				16.74
OIL SEAL FOR 1 TON	VEHICLE MAINTENANCE				21.82
SUPP - TAPE, PAINT	DEPARTMENT SUPPLIES				29.34
FILTERS FOR SWEEPER	EQUIPMENT MAINTENANCE				31.34
FILTERS FOR PICKUP	VEHICLE MAINTENANCE				21.74
FILTERS FOR BACKHOE	EQUIPMENT MAINTENANCE				74.67
WASHER FLUID FOR CENTRAL G...	DEPARTMENT SUPPLIES				27.30
FILTERS FOR 1 TON	VEHICLE MAINTENANCE				21.54
FILTERS FOR D. TRUCK	VEHICLE MAINTENANCE				42.10
SUPP FOR CENTRAL GARAGE	DEPARTMENT SUPPLIES				19.99
SUPP FOR CENTRAL GARAGE	DEPARTMENT SUPPLIES				23.29
GREASE FOR CENTRAL GARAGE	DEPARTMENT SUPPLIES				6.37
Fund 212 - TRANSPORTATION Total:					482.98
Fund: 621 - ENVIRONMENTAL SERVICES					
vehicle mtnc	VEHICLE MAINTENANCE				54.98

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
vehicle mtnc	VEHICLE MAINTENANCE				26.14
vehicle mtnc	VEHICLE MAINTENANCE				69.62
vehicle mtnc	VEHICLE MAINTENANCE				143.09
vehicle mtnc	VEHICLE MAINTENANCE				31.77
vehicle mtnc	VEHICLE MAINTENANCE				328.83
Fund 621 - ENVIRONMENTAL SERVICES Total:					654.43
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				103.89
VEH MAINT	VEHICLE MAINTENANCE				4.79
VEH MAINT	VEHICLE MAINTENANCE				32.19
VEH MAINT	VEHICLE MAINTENANCE				49.06
Fund 631 - WASTEWATER Total:					189.93
Fund: 641 - WATER					
VEH MAINT	VEHICLE MAINTENANCE				12.65
Fund 641 - WATER Total:					12.65
Vendor 00861 - HEILBRUN'S INC. Total:					2,215.16
Vendor: 00299 - HULLINGER GLASS & LOCKS INC.					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				3.75
Fund 111 - GENERAL Total:					3.75
Vendor 00299 - HULLINGER GLASS & LOCKS INC. Total:					3.75
Vendor: 06423 - HYDROTEX PARTNERS, LTD					
Fund: 212 - TRANSPORTATION					
POWER KLEEN FOR CENTRAL G...	DEPARTMENT SUPPLIES				1,006.90
Fund 212 - TRANSPORTATION Total:					1,006.90
Vendor 06423 - HYDROTEX PARTNERS, LTD Total:					1,006.90
Vendor: 00166 - ICMA RETIREMENT TRUST-457					
Fund: 713 - CASH & INVESTMENT POOL					
COMP	DEFERRED COMP EE PAY				1,725.14
Fund 713 - CASH & INVESTMENT POOL Total:					1,725.14
Vendor 00166 - ICMA RETIREMENT TRUST-457 Total:					1,725.14
Vendor: 00525 - IDEAL LAUNDRY AND CLEANERS, INC.					
Fund: 111 - GENERAL					
GROUNDS MAINT	GROUNDS MAINTENANCE				105.00
DEPT SUPP	DEPARTMENT SUPPLIES				44.23
JANIT SUPP	JANITORIAL SUPPLIES				59.16
Fund 111 - GENERAL Total:					208.39
Fund: 212 - TRANSPORTATION					
SUPP - MATS, TOWELS, CVRLLS	DEPARTMENT SUPPLIES				61.11
SUPP - MATS, TOWELS, CVRLLS	DEPARTMENT SUPPLIES				70.06
Fund 212 - TRANSPORTATION Total:					131.17
Fund: 213 - CEMETERY					
CONTRACTUAL	CONTRACTUAL SERVICES				10.14
Fund 213 - CEMETERY Total:					10.14
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				24.33
CONTRACTUAL SVC	CONTRACTUAL SERVICES				29.79
Fund 641 - WATER Total:					54.12
Vendor 00525 - IDEAL LAUNDRY AND CLEANERS, INC. Total:					403.82
Vendor: 09291 - INGRAM LIBRARY SERVICES INC					
Fund: 111 - GENERAL					
Bks	BOOKS				2,376.42
Bks	BOOKS				215.32
Fund 111 - GENERAL Total:					2,591.74
Vendor 09291 - INGRAM LIBRARY SERVICES INC Total:					2,591.74

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 08154 - INTERNAL REVENUE SERVICE					
Fund: 713 - CASH & INVESTMENT POOL					
WITHHOLDINGS	MEDICARE W/H EE PAYABLE				3,705.64
WITHHOLDINGS	FICA W/H EE PAYABLE				13,642.66
WITHHOLDINGS	FED W/H EE PAYABLE				26,319.37
WITHHOLDINGS	MEDICARE W/H ER PAYABLE				3,705.64
WITHHOLDINGS	FICA W/H ER PAYABLE				13,642.66
Fund 713 - CASH & INVESTMENT POOL Total:					61,015.97
Vendor 08154 - INTERNAL REVENUE SERVICE Total:					61,015.97
Vendor: 08525 - INTRALINKS, INC					
Fund: 111 - GENERAL					
SUPPLIES	DEPARTMENT SUPPLIES				42.49
Fund 111 - GENERAL Total:					42.49
Vendor 08525 - INTRALINKS, INC Total:					42.49
Vendor: 00192 - J G ELLIOTT CO.INC.					
Fund: 111 - GENERAL					
DEPT BONDING	BONDING				100.00
NOTARY	BONDING				40.00
NOTARY	BONDING				30.00
Fund 111 - GENERAL Total:					170.00
Vendor 00192 - J G ELLIOTT CO.INC. Total:					170.00
Vendor: 08067 - JOHN DEERE FINANCIAL					
Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				23.95
DEPT SUPP	DEPARTMENT SUPPLIES				69.96
Fund 111 - GENERAL Total:					93.91
Vendor 08067 - JOHN DEERE FINANCIAL Total:					93.91
Vendor: 09474 - JOHN DEERE FINANCIAL					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				220.00
EQUIP MAINT	EQUIPMENT MAINTENANCE				120.40
EQUIP MAINT	EQUIPMENT MAINTENANCE				11.15
EQUIP MAINT	EQUIPMENT MAINTENANCE				266.59
EQUIP MAINT	EQUIPMENT MAINTENANCE				26.12
EQUIP MAINT	EQUIPMENT MAINTENANCE				44.37
Fund 111 - GENERAL Total:					688.63
Fund: 213 - CEMETERY					
EQUIP MAINT	EQUIPMENT MAINTENANCE				167.18
Fund 213 - CEMETERY Total:					167.18
Vendor 09474 - JOHN DEERE FINANCIAL Total:					855.81
Vendor: 00778 - KAWASAKI KORNER					
Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				5.95
EQUIP MAINT	EQUIPMENT MAINTENANCE				10.95
EQUIP MAINT	EQUIPMENT MAINTENANCE				3.50
Fund 111 - GENERAL Total:					20.40
Vendor 00778 - KAWASAKI KORNER Total:					20.40
Vendor: 04320 - KEVIN, PEGGY SEGELKE					
Fund: 631 - WASTEWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				3,788.35
Fund 631 - WASTEWATER Total:					3,788.35
Vendor 04320 - KEVIN, PEGGY SEGELKE Total:					3,788.35

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00639 - KRIZ-DAVIS COMPANY					
Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				81.59
					Fund 111 - GENERAL Total:
					81.59
Fund: 212 - TRANSPORTATION					
COIL FOR STREET LIGHTS	DEPARTMENT SUPPLIES				92.00
					Fund 212 - TRANSPORTATION Total:
					92.00
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				29.74
					Fund 621 - ENVIRONMENTAL SERVICES Total:
					29.74
					Vendor 00639 - KRIZ-DAVIS COMPANY Total:
					203.33
Vendor: 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT					
Fund: 621 - ENVIRONMENTAL SERVICES					
VEHICLE INS	VEHICLE INSURANCE				2,517.82
					Fund 621 - ENVIRONMENTAL SERVICES Total:
					2,517.82
Fund: 641 - WATER					
VEHICLE INS	VEHICLE INSURANCE				331.06
					Fund 641 - WATER Total:
					331.06
					Vendor 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT Total:
					2,848.88
Vendor: 00300 - LEAGUE OF NEBRASKA MUNICIPALITIES					
Fund: 111 - GENERAL					
CONFERENCE	SCHOOL & CONFERENCE				742.00
CONFERENCE	SCHOOL & CONFERENCE				371.00
					Fund 111 - GENERAL Total:
					1,113.00
					Vendor 00300 - LEAGUE OF NEBRASKA MUNICIPALITIES Total:
					1,113.00
Vendor: 07838 - MAILFINANCE INC					
Fund: 111 - GENERAL					
LEASE	RENT-MACHINES				148.76
					Fund 111 - GENERAL Total:
					148.76
					Vendor 07838 - MAILFINANCE INC Total:
					148.76
Vendor: 08317 - MATHESON TRI-GAS INC					
Fund: 621 - ENVIRONMENTAL SERVICES					
equip mtnc	EQUIPMENT MAINTENANCE				225.27
					Fund 621 - ENVIRONMENTAL SERVICES Total:
					225.27
					Vendor 08317 - MATHESON TRI-GAS INC Total:
					225.27
Vendor: 07628 - MENARDS, INC					
Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				30.88
DEPT SUPP	DEPARTMENT SUPPLIES				30.68
BLDG MAINT	BUILDING MAINTENANCE				30.49
FLAG POLE SUPPLIES	BUILDING MAINTENANCE				17.34
DEPT SUPP	DEPARTMENT SUPPLIES				56.98
DEPT SUPP	DEPARTMENT SUPPLIES				29.39
					Fund 111 - GENERAL Total:
					195.76
Fund: 212 - TRANSPORTATION					
SUPP - SCISSORS	DEPARTMENT SUPPLIES				18.92
					Fund 212 - TRANSPORTATION Total:
					18.92
Fund: 213 - CEMETERY					
EQUIP MAINT	EQUIPMENT MAINTENANCE				10.89
					Fund 213 - CEMETERY Total:
					10.89
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				30.77
					Fund 621 - ENVIRONMENTAL SERVICES Total:
					30.77
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				4.70

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
DEPT SUP	DEPARTMENT SUPPLIES				4.47
DEPT SUP	DEPARTMENT SUPPLIES				42.38
DEPT SUP	DEPARTMENT SUPPLIES				-15.44
DEPT SUP	DEPARTMENT SUPPLIES				19.30
DEPT SUP	DEPARTMENT SUPPLIES				16.97
DEPT SUP	DEPARTMENT SUPPLIES				191.13
Fund 631 - WASTEWATER Total:					263.51
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				82.35
DEPT SUP	DEPARTMENT SUPPLIES				16.21
EQUIP MAINT	EQUIPMENT MAINTENANCE				27.80
Fund 641 - WATER Total:					126.36
Vendor 07628 - MENARDS, INC Total:					646.21
Vendor: 00705 - MIDLANDS NEWSPAPERS, INC					
Fund: 111 - GENERAL					
PUBLICATION	PUBLICATIONS				72.80
PUBLICATION	PUBLICATIONS				72.80
Fund 111 - GENERAL Total:					145.60
Vendor 00705 - MIDLANDS NEWSPAPERS, INC Total:					145.60
Vendor: 06145 - MIDWEST MOTOR SUPPLY CO INC					
Fund: 212 - TRANSPORTATION					
SUPP - FUSES, CLIPS	DEPARTMENT SUPPLIES				269.79
HEX NUTS FOR GRADER	EQUIPMENT MAINTENANCE				84.75
Fund 212 - TRANSPORTATION Total:					354.54
Vendor 06145 - MIDWEST MOTOR SUPPLY CO INC Total:					354.54
Vendor: 00278 - MONUMENT CAR WASH INC					
Fund: 111 - GENERAL					
VEH MAINT	VEHICLE MAINTENANCE				81.06
Fund 111 - GENERAL Total:					81.06
Fund: 641 - WATER					
VEH MAINT	VEHICLE MAINTENANCE				8.96
Fund 641 - WATER Total:					8.96
Vendor 00278 - MONUMENT CAR WASH INC Total:					90.02
Vendor: 08967 - MONUMENT PREVENTION COALITION					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				939.94
Fund 111 - GENERAL Total:					939.94
Vendor 08967 - MONUMENT PREVENTION COALITION Total:					939.94
Vendor: 06554 - NAEM					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				85.00
Fund 111 - GENERAL Total:					85.00
Vendor 06554 - NAEM Total:					85.00
Vendor: 04082 - NE CHILD SUPPORT PAYMENT CENTER					
Fund: 713 - CASH & INVESTMENT POOL					
NE CHILD SUPPORT PYBLE	CHILD SUPPORT EE PAY				1,863.43
Fund 713 - CASH & INVESTMENT POOL Total:					1,863.43
Vendor 04082 - NE CHILD SUPPORT PAYMENT CENTER Total:					1,863.43
Vendor: 00942 - NE DEPT OF ENVIRONMENTAL QUALITY					
Fund: 631 - WASTEWATER					
LICENSE/PERMITS	LICENSE/PERMITS				150.00
Fund 631 - WASTEWATER Total:					150.00
Vendor 00942 - NE DEPT OF ENVIRONMENTAL QUALITY Total:					150.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00797 - NE DEPT OF REVENUE					
Fund: 111 - GENERAL					
DEC TAX	SALES TAX PAYABLE				144.67
					Fund 111 - GENERAL Total:
					144.67
Fund: 641 - WATER					
DEC TAX	SALES TAX PAYABLE				13,513.14
DEC TAX	SALES TAX PAYABLE				7,607.38
					Fund 641 - WATER Total:
					21,120.52
Fund: 661 - STORMWATER					
DEC TAX	SALES TAX PAYABLE				198.89
					Fund 661 - STORMWATER Total:
					198.89
					Vendor 00797 - NE DEPT OF REVENUE Total:
					21,464.08
Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT					
Fund: 631 - WASTEWATER					
ELECTRIC	ELECTRIC POWER				14,999.76
ELECTRIC	ELECTRIC POWER				245.84
					Fund 631 - WASTEWATER Total:
					15,245.60
Fund: 641 - WATER					
ELECTRIC	ELECTRIC POWER				3,495.32
ELECTRIC	ELECTRIC POWER				3,355.90
					Fund 641 - WATER Total:
					6,851.22
					Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:
					22,096.82
Vendor: 00316 - NELSON ELECTRIC MOTOR SERVICE, INC					
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				179.82
					Fund 631 - WASTEWATER Total:
					179.82
					Vendor 00316 - NELSON ELECTRIC MOTOR SERVICE, INC Total:
					179.82
Vendor: 01757 - OCLC ONLINE COMPUTER LIBRARY CENTER, INC					
Fund: 111 - GENERAL					
Cont. srvc	CONTRACTUAL SERVICES				310.39
					Fund 111 - GENERAL Total:
					310.39
					Vendor 01757 - OCLC ONLINE COMPUTER LIBRARY CENTER, INC Total:
					310.39
Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC					
Fund: 641 - WATER					
SAMPLES	SAMPLES				72.00
SAMPLES	SAMPLES				72.00
					Fund 641 - WATER Total:
					144.00
					Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:
					144.00
Vendor: 00017 - PANHANDLE HUMANE SOCIETY					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				5,023.88
					Fund 111 - GENERAL Total:
					5,023.88
					Vendor 00017 - PANHANDLE HUMANE SOCIETY Total:
					5,023.88
Vendor: 05334 - PARRISH ABEL					
Fund: 111 - GENERAL					
conference cost Abel for winter... SCHOOL & CONFERENCE					130.00
					Fund 111 - GENERAL Total:
					130.00
					Vendor 05334 - PARRISH ABEL Total:
					130.00
Vendor: 09232 - PIONEER TINT & CLEAR BRA					
Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				199.00
					Fund 111 - GENERAL Total:
					199.00
					Vendor 09232 - PIONEER TINT & CLEAR BRA Total:
					199.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 01276 - PLATTE VALLEY BANK					
Fund: 713 - CASH & INVESTMENT POOL					
HSA	HSA EE PAYABLE				12,448.96
HSA	HSA ER PAYABLE				1,243.75
Fund 713 - CASH & INVESTMENT POOL Total:					13,692.71
Vendor 01276 - PLATTE VALLEY BANK Total:					13,692.71
Vendor: 00272 - POSTMASTER					
Fund: 621 - ENVIRONMENTAL SERVICES					
Postage	POSTAGE				97.81
Fund 621 - ENVIRONMENTAL SERVICES Total:					97.81
Fund: 631 - WASTEWATER					
Postage	POSTAGE				97.81
Fund 631 - WASTEWATER Total:					97.81
Fund: 641 - WATER					
Postage	POSTAGE				97.81
Fund 641 - WATER Total:					97.81
Vendor 00272 - POSTMASTER Total:					293.43
Vendor: 00796 - POWERPLAN					
Fund: 212 - TRANSPORTATION					
WEIGHTS FOR LOADER	EQUIPMENT MAINTENANCE				1,018.69
Fund 212 - TRANSPORTATION Total:					1,018.69
Fund: 621 - ENVIRONMENTAL SERVICES					
equip mtnc	EQUIPMENT MAINTENANCE				540.90
Fund 621 - ENVIRONMENTAL SERVICES Total:					540.90
Vendor 00796 - POWERPLAN Total:					1,559.59
Vendor: 00266 - QUILL CORPORATION					
Fund: 111 - GENERAL					
DEPT SUPPL	DEPARTMENT SUPPLIES				223.99
DEPT SUPPL	DEPARTMENT SUPPLIES				0.06
DEPT SUPPL	DEPARTMENT SUPPLIES				279.97
DEPT SUPPL	DEPARTMENT SUPPLIES				79.97
DEPT SUPPL	DEPARTMENT SUPPLIES				223.99
DEPT SUPPL	DEPARTMENT SUPPLIES				0.06
DEPT SUPPL	DEPARTMENT SUPPLIES				183.63
DEPT SUPPL	DEPARTMENT SUPPLIES				95.30
Fund 111 - GENERAL Total:					1,086.97
Vendor 00266 - QUILL CORPORATION Total:					1,086.97
Vendor: 04576 - REGANIS AUTO CENTER, INC					
Fund: 641 - WATER					
EQUIPMENT	EQUIPMENT				561.75
Fund 641 - WATER Total:					561.75
Vendor 04576 - REGANIS AUTO CENTER, INC Total:					561.75
Vendor: 04089 - REGIONAL CARE INC					
Fund: 812 - HEALTH INSURANCE					
CLAIMS	CLAIMS EXPENSE				23,810.94
HEALTH INSURANCE PREMIUM	PREMIUM EXPENSE				37,990.98
CLAIMS	CLAIMS EXPENSE				17,029.93
Fund 812 - HEALTH INSURANCE Total:					78,831.85
Vendor 04089 - REGIONAL CARE INC Total:					78,831.85
Vendor: 00364 - REGIONAL WEST MEDICAL CENTER					
Fund: 812 - HEALTH INSURANCE					
HEALTH FAIR	CLAIMS EXPENSE				93.00
Fund 812 - HEALTH INSURANCE Total:					93.00
Vendor 00364 - REGIONAL WEST MEDICAL CENTER Total:					93.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00366 - ROOSEVELT PUBLIC POWER DISTRICT					
Fund: 641 - WATER					
ELECTRIC	ELECTRIC POWER				1,844.56
					Fund 641 - WATER Total:
					1,844.56
					Vendor 00366 - ROOSEVELT PUBLIC POWER DISTRICT Total:
					1,844.56
Vendor: 00026 - S M E C					
Fund: 713 - CASH & INVESTMENT POOL					
deductions	SMEC EE PAYABLE				195.50
					Fund 713 - CASH & INVESTMENT POOL Total:
					195.50
					Vendor 00026 - S M E C Total:
					195.50
Vendor: 00257 - SANDBERG IMPLEMENT, INC					
Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				115.62
EQUIP MAINT	EQUIPMENT MAINTENANCE				491.83
EQUIP MAINT	EQUIPMENT MAINTENANCE				41.17
EQUIP MAINT	EQUIPMENT MAINTENANCE				84.34
EQUIP MAINT	EQUIPMENT MAINTENANCE				137.57
EQUIP MAINT	EQUIPMENT MAINTENANCE				151.53
EQUIP MAINT	EQUIPMENT MAINTENANCE				91.44
EQUIP MAINT	EQUIPMENT MAINTENANCE				27.72
					Fund 111 - GENERAL Total:
					1,141.22
Fund: 213 - CEMETERY					
EQUIP MAINT	EQUIPMENT MAINTENANCE				418.02
					Fund 213 - CEMETERY Total:
					418.02
					Vendor 00257 - SANDBERG IMPLEMENT, INC Total:
					1,559.24
Vendor: 09408 - SATO, LEANN					
Fund: 661 - STORMWATER					
SCHOOL & CONF	SCHOOL & CONFERENCE				80.00
					Fund 661 - STORMWATER Total:
					80.00
					Vendor 09408 - SATO, LEANN Total:
					80.00
Vendor: 02531 - SCB FIREFIGHTERS UNION LOCAL 1454					
Fund: 713 - CASH & INVESTMENT POOL					
FIRE EE DUES	FIRE UNION DUES EE PAY				195.00
					Fund 713 - CASH & INVESTMENT POOL Total:
					195.00
					Vendor 02531 - SCB FIREFIGHTERS UNION LOCAL 1454 Total:
					195.00
Vendor: 00503 - SCB TENT & AWNING					
Fund: 111 - GENERAL					
VEH MAINT	VEHICLE MAINTENANCE				165.00
					Fund 111 - GENERAL Total:
					165.00
					Vendor 00503 - SCB TENT & AWNING Total:
					165.00
Vendor: 00852 - SCOTTS BLUFF COUNTY COURT					
Fund: 111 - GENERAL					
COURT COST	LEGAL FEES				170.00
					Fund 111 - GENERAL Total:
					170.00
					Vendor 00852 - SCOTTS BLUFF COUNTY COURT Total:
					170.00
Vendor: 00704 - SCOTTSBLUFF MOTOR CO, INC					
Fund: 111 - GENERAL					
VEH MAINT	VEHICLE MAINTENANCE				44.24
					Fund 111 - GENERAL Total:
					44.24
Fund: 212 - TRANSPORTATION					
SUPP - CLIPS FOR CENTRAL GAR... DEPARTMENT SUPPLIES					26.04
					Fund 212 - TRANSPORTATION Total:
					26.04
					Vendor 00704 - SCOTTSBLUFF MOTOR CO, INC Total:
					70.28

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION					
Fund: 713 - CASH & INVESTMENT POOL					
POLICE EE DUES	POL UNION DUES EE PAY				552.00
					552.00
Fund 713 - CASH & INVESTMENT POOL Total:					552.00
Vendor 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION Total:					552.00
Vendor: 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC					
Fund: 111 - GENERAL					
UNIFORMS	UNIFORMS & CLOTHING				576.00
labeling on coats	UNIFORMS & CLOTHING				840.00
UNIFORMS	UNIFORMS & CLOTHING				38.00
					1,454.00
Fund 111 - GENERAL Total:					1,454.00
Vendor 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC Total:					1,454.00
Vendor: 00759 - SCOTTSBLUFF/GERING CHAMBER OF COMMERCE					
Fund: 111 - GENERAL					
Trng	SCHOOL & CONFERENCE				35.00
					35.00
Fund 111 - GENERAL Total:					35.00
Vendor 00759 - SCOTTSBLUFF/GERING CHAMBER OF COMMERCE Total:					35.00
Vendor: 00684 - SHERIFF'S OFFICE					
Fund: 111 - GENERAL					
LEGAL	LEGAL FEES				494.54
					494.54
Fund 111 - GENERAL Total:					494.54
Vendor 00684 - SHERIFF'S OFFICE Total:					494.54
Vendor: 00786 - SHERWIN WILLIAMS					
Fund: 212 - TRANSPORTATION					
LINE LAZER PAINT GUN	EQUIPMENT				6,800.00
					6,800.00
Fund 212 - TRANSPORTATION Total:					6,800.00
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				74.16
					74.16
Fund 631 - WASTEWATER Total:					74.16
Vendor 00786 - SHERWIN WILLIAMS Total:					6,874.16
Vendor: 01031 - SIMON CONTRACTORS					
Fund: 212 - TRANSPORTATION					
SAND FOR SNOW REMOVAL	STREET REPAIR SUPPLIES				56.16
					56.16
Fund 212 - TRANSPORTATION Total:					56.16
Vendor 01031 - SIMON CONTRACTORS Total:					56.16
Vendor: 00269 - SOURCE GAS					
Fund: 111 - GENERAL					
Monthly Energy Fuel	HEATING FUEL				509.01
Monthly Energy Fuel	HEATING FUEL				368.72
Monthly Energy Fuel	HEATING FUEL				368.71
Monthly Energy Fuel	HEATING FUEL				117.73
Monthly Energy Fuel	HEATING FUEL				519.40
Monthly Energy Fuel	HEATING FUEL				627.76
Monthly Energy Fuel	HEATING FUEL				82.59
					2,593.92
Fund 111 - GENERAL Total:					2,593.92
Fund: 212 - TRANSPORTATION					
Monthly Energy Fuel	HEATING FUEL				2,850.05
					2,850.05
Fund 212 - TRANSPORTATION Total:					2,850.05
Fund: 621 - ENVIRONMENTAL SERVICES					
Monthly Energy Fuel	HEATING FUEL				906.79
					906.79
Fund 621 - ENVIRONMENTAL SERVICES Total:					906.79

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 641 - WATER					
Monthly Energy Fuel	HEATING FUEL				148.18
				Fund 641 - WATER Total:	148.18
				Vendor 00269 - SOURCE GAS Total:	6,498.94
Vendor: 00054 - STATE HEALTH LAB					
Fund: 641 - WATER					
SAMPLES	SAMPLES				19.00
				Fund 641 - WATER Total:	19.00
				Vendor 00054 - STATE HEALTH LAB Total:	19.00
Vendor: 01235 - STATE OF NE.					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				105.00
CONTRACTUAL	CONTRACTUAL SERVICES				105.00
CONTRACTUAL	CONTRACTUAL SERVICES				105.00
CONTRACTUAL	CONTRACTUAL SERVICES				105.00
CONTRACTUAL	CONTRACTUAL SERVICES				105.00
CONTRACTUAL	CONTRACTUAL SERVICES				105.00
CONTRACTUAL	CONTRACTUAL SERVICES				105.00
CONTRACTUAL	CONTRACTUAL SERVICES				105.00
CONTRACTUAL	CONTRACTUAL SERVICES				105.00
CONTRACTUAL	CONTRACTUAL SERVICES				105.00
				Fund 111 - GENERAL Total:	1,050.00
				Vendor 01235 - STATE OF NE. Total:	1,050.00
Vendor: 09601 - STEINMAN TIESHA					
Fund: 111 - GENERAL					
LEGAL FEES	LEGAL FEES				20.00
				Fund 111 - GENERAL Total:	20.00
				Vendor 09601 - STEINMAN TIESHA Total:	20.00
Vendor: 01967 - SWANK MOTION PICTURES INC					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				191.00
				Fund 111 - GENERAL Total:	191.00
				Vendor 01967 - SWANK MOTION PICTURES INC Total:	191.00
Vendor: 06587 - THE EATING ESTABLISHMENT-SCOTTSBLUFF INC					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				110.00
				Fund 111 - GENERAL Total:	110.00
				Vendor 06587 - THE EATING ESTABLISHMENT-SCOTTSBLUFF INC Total:	110.00
Vendor: 01325 - THE PEAVEY CORP					
Fund: 111 - GENERAL					
INVEST SUPPL	INVESTIGATION SUPPLIES				421.30
INVEST SUPPL	INVESTIGATION SUPPLIES				87.00
INVEST SUPPL	INVESTIGATION SUPPLIES				72.20
				Fund 111 - GENERAL Total:	580.50
				Vendor 01325 - THE PEAVEY CORP Total:	580.50
Vendor: 05431 - THE WESTERN SUGAR COOPERATIVE					
Fund: 111 - GENERAL					
VEH MAINT	VEHICLE MAINTENANCE				162.00
				Fund 111 - GENERAL Total:	162.00
				Vendor 05431 - THE WESTERN SUGAR COOPERATIVE Total:	162.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 09379 - THOMAS P MILLER & ASSOCIATES, LLC					
Fund: 224 - ECONOMIC DEVELOPMENT					
CONTRACT - NOVEMBER 2015	CONTRACTUAL SERVICES				17,056.78
				Fund 224 - ECONOMIC DEVELOPMENT Total:	17,056.78
				Vendor 09379 - THOMAS P MILLER & ASSOCIATES, LLC Total:	17,056.78
Vendor: 00063 - TOMMY'S JOHNNYS INC					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				225.00
				Fund 111 - GENERAL Total:	225.00
				Vendor 00063 - TOMMY'S JOHNNYS INC Total:	225.00
Vendor: 00834 - TWIN CITIES DEVELOPMENT ASSOC, INC					
Fund: 224 - ECONOMIC DEVELOPMENT					
FEE FOR SERVICES	CONTRACTUAL SERVICES				7,500.00
				Fund 224 - ECONOMIC DEVELOPMENT Total:	7,500.00
				Vendor 00834 - TWIN CITIES DEVELOPMENT ASSOC, INC Total:	7,500.00
Vendor: 09602 - TYLER BUSINESS FORMS					
Fund: 111 - GENERAL					
FORMS	DEPARTMENT SUPPLIES				424.47
				Fund 111 - GENERAL Total:	424.47
				Vendor 09602 - TYLER BUSINESS FORMS Total:	424.47
Vendor: 08821 - TYLER TECHNOLOGIES, INC					
Fund: 111 - GENERAL					
FEES-UB ONLINE	CONTRACTUAL SERVICES				87.00
				Fund 111 - GENERAL Total:	87.00
Fund: 621 - ENVIRONMENTAL SERVICES					
FEES-UB ONLINE	CONTRACTUAL SERVICES				87.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	87.00
Fund: 631 - WASTEWATER					
FEES-UB ONLINE	CONTRACTUAL SERVICES				87.00
				Fund 631 - WASTEWATER Total:	87.00
Fund: 641 - WATER					
FEES-UB ONLINE	CONTRACTUAL SERVICES				87.00
				Fund 641 - WATER Total:	87.00
				Vendor 08821 - TYLER TECHNOLOGIES, INC Total:	348.00
Vendor: 08887 - UPSTART ENTERPRISES, LLC					
Fund: 212 - TRANSPORTATION					
SUPP - TIME CLOCK FOR SHOP	DEPARTMENT SUPPLIES				349.02
				Fund 212 - TRANSPORTATION Total:	349.02
				Vendor 08887 - UPSTART ENTERPRISES, LLC Total:	349.02
Vendor: 08828 - US BANK					
Fund: 111 - GENERAL					
MEMBERSHIP	MEMBERSHIPS				60.00
MEMBERSHIP FEE	MEMBERSHIPS				60.00
GASOLINE	GASOLINE				33.73
GASOLINE	GASOLINE				21.37
GASOLINE	GASOLINE				19.32
GASOLINE	GASOLINE				28.01
DEPT SUPPLIES	DEPARTMENT SUPPLIES				302.00
DEPT SUPPLIES	DEPARTMENT SUPPLIES				479.60
DEPT SUPPLIES	DEPARTMENT SUPPLIES				99.00
SCHOOLS & CONF	SCHOOL & CONFERENCE				841.70
MEMBERSHIP DUES	MEMBERSHIPS				165.00
MEMBERSHIP	MEMBERSHIPS				165.00
MEMBERSHIP	MEMBERSHIPS				100.00
Conf.	SCHOOL & CONFERENCE				305.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
CONFERENCE	SCHOOL & CONFERENCE				522.00
CONFERENCE	MEMBERSHIPS				737.76
SCHOOL & CONFERENCE	SCHOOL & CONFERENCE				1,136.27
SPECIAL EVENT	SPECIAL EVENTS				994.58
SCHOOL & CONF	SCHOOL & CONFERENCE				60.00
SCHOOL & CONF	SCHOOL & CONFERENCE				60.00
SCHOOL & CONF	SCHOOL & CONFERENCE				60.00
SCHOOL & CONF	SCHOOL & CONFERENCE				60.00
SCHOOL & CONF	SCHOOL & CONFERENCE				60.00
SCHOOL & CONF	SCHOOL & CONFERENCE				178.39
Fund 111 - GENERAL Total:					6,548.73
Fund: 213 - CEMETERY					
MEMBERSHIP FEE	MEMBERSHIPS				60.00
Fund 213 - CEMETERY Total:					60.00
Vendor 08828 - US BANK Total:					6,608.73
Vendor: 09600 - USGS NATIONAL CENTER MS 270					
Fund: 631 - WASTEWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				4,208.34
Fund 631 - WASTEWATER Total:					4,208.34
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				4,208.33
Fund 641 - WATER Total:					4,208.33
Fund: 661 - STORMWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				4,208.33
Fund 661 - STORMWATER Total:					4,208.33
Vendor 09600 - USGS NATIONAL CENTER MS 270 Total:					12,625.00
Vendor: 01744 - VALLEY BANK & TRUST CO					
Fund: 311 - DEBT SERVICE					
BOND FEES - PS	BOND EXPENSE				400.00
Fund 311 - DEBT SERVICE Total:					400.00
Vendor 01744 - VALLEY BANK & TRUST CO Total:					400.00
Vendor: 03674 - WELLS FARGO BANK, N.A.					
Fund: 713 - CASH & INVESTMENT POOL					
RETIREMENT	REGULAR RETIRE EE PAY				7,091.44
RETIREMENT	RETIRE FIRE EE PAYABLE				2,744.90
RETIREMENT	RETIRE POLICE EE PAY				4,830.98
RETIREMENT	RETIRE-FIRE ER PAYABLE				4,695.80
RETIREMENT	RETIRE-POLICE ER PAY				4,671.03
Fund 713 - CASH & INVESTMENT POOL Total:					24,034.15
Vendor 03674 - WELLS FARGO BANK, N.A. Total:					24,034.15
Vendor: 00213 - WESTERN COOPERATIVE COMPANY					
Fund: 621 - ENVIRONMENTAL SERVICES					
other fuel	OTHER FUEL				1,309.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					1,309.00
Vendor 00213 - WESTERN COOPERATIVE COMPANY Total:					1,309.00
Vendor: 06089 - WESTERN COOPERATIVE COMPANY					
Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				4.17
Fund 111 - GENERAL Total:					4.17
Vendor 06089 - WESTERN COOPERATIVE COMPANY Total:					4.17
Vendor: 00268 - WESTERN COOPRTATIVE COMPANY					
Fund: 111 - GENERAL					
GROUNDS MAINT	GROUNDS MAINTENANCE				7,898.88
Fund 111 - GENERAL Total:					7,898.88
Vendor 00268 - WESTERN COOPRTATIVE COMPANY Total:					7,898.88

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 09605 - WILLIAMS CARL					
Fund: 111 - GENERAL					
DEPT PERMIT REFUND	PERMITS				1,275.00
					1,275.00
Fund 111 - GENERAL Total:					1,275.00
Vendor 09605 - WILLIAMS CARL Total:					1,275.00
Vendor: 07239 - WYOMING FIRST AID & SAFETY SUPPLY, LLC					
Fund: 212 - TRANSPORTATION					
FIRST AID KIT SUPPLIES	DEPARTMENT SUPPLIES				85.59
					85.59
Fund 212 - TRANSPORTATION Total:					85.59
Vendor 07239 - WYOMING FIRST AID & SAFETY SUPPLY, LLC Total:					85.59
Vendor: 09603 - YEDLA MANAGEMENT CORPORATION					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				4,062.80
					4,062.80
Fund 111 - GENERAL Total:					4,062.80
Vendor 09603 - YEDLA MANAGEMENT CORPORATION Total:					4,062.80
					Grand Total:
					388,274.49

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	50,785.04	144.67
212 - TRANSPORTATION	30,806.95	0.00
213 - CEMETERY	666.23	0.00
215 - SPECIAL PROJECTS	5,031.75	0.00
216 - BUSINESS IMPROVEMENT	1,180.86	0.00
224 - ECONOMIC DEVELOPMENT	27,410.78	0.00
311 - DEBT SERVICE	400.00	0.00
621 - ENVIRONMENTAL SERVICES	22,360.39	97.81
631 - WASTEWATER	25,224.75	97.81
641 - WATER	37,060.93	21,218.33
661 - STORMWATER	4,887.22	198.89
713 - CASH & INVESTMENT POOL	103,534.74	103,534.74
812 - HEALTH INSURANCE	78,924.85	40,840.87
Grand Total:	388,274.49	166,133.12

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-21311	SALES TAX PAYABLE	144.67	144.67
111-42302-121	PERMITS	1,275.00	0.00
111-52111-111	DEPARTMENT SUPPLIES	825.73	0.00
111-52111-112	DEPARTMENT SUPPLIES	30.10	0.00
111-52111-116	DEPARTMENT SUPPLIES	42.49	0.00
111-52111-141	DEPARTMENT SUPPLIES	1,529.47	0.00
111-52111-142	DEPARTMENT SUPPLIES	246.07	0.00
111-52111-151	DEPARTMENT SUPPLIES	215.96	0.00
111-52111-171	DEPARTMENT SUPPLIES	713.02	0.00
111-52111-172	DEPARTMENT SUPPLIES	1,045.07	0.00
111-52121-141	JANITORIAL SUPPLIES	59.39	0.00
111-52121-142	JANITORIAL SUPPLIES	59.38	0.00
111-52121-151	JANITORIAL SUPPLIES	270.45	0.00
111-52121-171	JANITORIAL SUPPLIES	59.16	0.00
111-52134-172	SPECIAL EVENTS	1,294.58	0.00
111-52163-142	INVESTIGATION SUPPLIES	727.18	0.00
111-52181-141	UNIFORMS & CLOTHING	840.00	0.00
111-52181-142	UNIFORMS & CLOTHING	113.98	0.00
111-52181-171	UNIFORMS & CLOTHING	614.00	0.00
111-52211-141	PUBLICATIONS	72.80	0.00
111-52211-142	PUBLICATIONS	72.80	0.00
111-52221-151	AUDIOVISUAL SUPPLIES	56.97	0.00
111-52222-151	BOOKS	2,596.66	0.00
111-52311-114	MEMBERSHIPS	737.76	0.00
111-52311-142	MEMBERSHIPS	100.00	0.00
111-52311-171	MEMBERSHIPS	225.00	0.00
111-52311-172	MEMBERSHIPS	225.00	0.00
111-52511-142	GASOLINE	102.43	0.00
111-53111-116	CONTRACTUAL SERVICES	87.00	0.00
111-53111-142	CONTRACTUAL SERVICES	7,140.93	0.00
111-53111-151	CONTRACTUAL SERVICES	1,234.54	0.00
111-53111-171	CONTRACTUAL SERVICES	237.00	0.00
111-53211-114	LEGAL FEES	664.54	0.00
111-53211-142	LEGAL FEES	20.00	0.00
111-53421-111	BUILDING MAINTENANCE	17.34	0.00
111-53421-141	BUILDING MAINTENANCE	41.46	0.00
111-53421-142	BUILDING MAINTENANCE	15.25	0.00
111-53421-171	BUILDING MAINTENANCE	30.49	0.00
111-53441-142	EQUIPMENT MAINTENAN...	749.59	0.00
111-53441-143	EQUIPMENT MAINTENAN...	125.49	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53441-151	EQUIPMENT MAINTENAN...	674.05	0.00
111-53441-171	EQUIPMENT MAINTENAN...	2,019.35	0.00
111-53451-121	VEHICLE MAINTENANCE	314.95	0.00
111-53451-142	VEHICLE MAINTENANCE	317.61	0.00
111-53451-171	VEHICLE MAINTENANCE	1,112.24	0.00
111-53471-171	GROUNDS MAINTENANCE	8,003.88	0.00
111-53521-111	HEATING FUEL	509.01	0.00
111-53521-141	HEATING FUEL	368.72	0.00
111-53521-142	HEATING FUEL	486.44	0.00
111-53521-151	HEATING FUEL	519.40	0.00
111-53521-171	HEATING FUEL	627.76	0.00
111-53521-172	HEATING FUEL	82.59	0.00
111-53561-142	TELEPHONE	507.12	0.00
111-53631-111	RENT-MACHINES	148.76	0.00
111-53711-111	SCHOOL & CONFERENCE	1,658.27	0.00
111-53711-113	SCHOOL & CONFERENCE	742.00	0.00
111-53711-114	SCHOOL & CONFERENCE	371.00	0.00
111-53711-141	SCHOOL & CONFERENCE	160.00	0.00
111-53711-142	SCHOOL & CONFERENCE	6,429.75	0.00
111-53711-143	SCHOOL & CONFERENCE	85.00	0.00
111-53711-151	SCHOOL & CONFERENCE	340.00	0.00
111-53711-171	SCHOOL & CONFERENCE	478.39	0.00
111-53811-121	BONDING	100.00	0.00
111-53811-142	BONDING	70.00	0.00
212-52111-212	DEPARTMENT SUPPLIES	3,164.72	0.00
212-52171-212	STREET REPAIR SUPPLIES	56.16	0.00
212-52181-212	UNIFORMS & CLOTHING	89.96	0.00
212-52311-212	MEMBERSHIPS	206.66	0.00
212-52531-212	OIL & ANTIFREEZE	48.00	0.00
212-53441-212	EQUIPMENT MAINTENAN...	1,209.45	0.00
212-53451-212	VEHICLE MAINTENANCE	1,000.95	0.00
212-53521-212	HEATING FUEL	2,850.05	0.00
212-54411-212	EQUIPMENT	22,181.00	0.00
213-52311-213	MEMBERSHIPS	60.00	0.00
213-53111-213	CONTRACTUAL SERVICES	10.14	0.00
213-53441-213	EQUIPMENT MAINTENAN...	596.09	0.00
215-52931-111	INSURED REPAIRS/REPLA...	5,031.75	0.00
216-53111-121	CONTRACTUAL SERVICES	1,180.86	0.00
224-53111-113	CONTRACTUAL SERVICES	17,056.78	0.00
224-53111-114	CONTRACTUAL SERVICES	10,354.00	0.00
311-57312-142	BOND EXPENSE	400.00	0.00
621-52111-621	DEPARTMENT SUPPLIES	5,499.93	0.00
621-52181-621	UNIFORMS & CLOTHING	125.00	0.00
621-52411-621	POSTAGE	97.81	97.81
621-52521-621	OTHER FUEL	1,309.00	0.00
621-53111-621	CONTRACTUAL SERVICES	87.00	0.00
621-53193-621	DISPOSAL FEES	1,350.00	0.00
621-53441-621	EQUIPMENT MAINTENAN...	8,966.97	0.00
621-53451-621	VEHICLE MAINTENANCE	1,500.07	0.00
621-53521-621	HEATING FUEL	906.79	0.00
621-53841-621	VEHICLE INSURANCE	2,517.82	0.00
631-52111-631	DEPARTMENT SUPPLIES	1,071.23	0.00
631-52311-631	MEMBERSHIPS	206.67	0.00
631-52411-631	POSTAGE	97.81	97.81
631-53111-631	CONTRACTUAL SERVICES	8,083.69	0.00
631-53441-631	EQUIPMENT MAINTENAN...	283.71	0.00
631-53451-631	VEHICLE MAINTENANCE	86.04	0.00
631-53531-631	ELECTRIC POWER	15,245.60	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
631-59211-631	LICENSE/PERMITS	150.00	0.00
641-21311	SALES TAX PAYABLE	21,120.52	21,120.52
641-52111-641	DEPARTMENT SUPPLIES	1,218.63	0.00
641-52117-641	SAMPLES	163.00	0.00
641-52311-641	MEMBERSHIPS	206.67	0.00
641-52411-641	POSTAGE	216.48	97.81
641-53111-641	CONTRACTUAL SERVICES	4,349.45	0.00
641-53441-641	EQUIPMENT MAINTENAN...	27.80	0.00
641-53451-641	VEHICLE MAINTENANCE	21.61	0.00
641-53521-641	HEATING FUEL	148.18	0.00
641-53531-641	ELECTRIC POWER	8,695.78	0.00
641-53841-641	VEHICLE INSURANCE	331.06	0.00
641-54411-641	EQUIPMENT	561.75	0.00
661-21311	SALES TAX PAYABLE	198.89	198.89
661-53111-661	CONTRACTUAL SERVICES	4,608.33	0.00
661-53711-661	SCHOOL & CONFERENCE	80.00	0.00
713-21512	MEDICARE W/H EE PAYAB...	3,705.64	3,705.64
713-21513	FICA W/H EE PAYABLE	13,642.66	13,642.66
713-21514	FED W/H EE PAYABLE	26,319.37	26,319.37
713-21517	POL UNION DUES EE PAY	552.00	552.00
713-21518	FIRE UNION DUES EE PAY	195.00	195.00
713-21523	LIFE INS EE PAYABLE	22.75	22.75
713-21524	SMEC EE PAYABLE	195.50	195.50
713-21527	WAGE ATTACHMENT EE ...	212.14	212.14
713-21528	REGULAR RETIRE EE PAY	7,091.44	7,091.44
713-21529	DEFERRED COMP EE PAY	1,725.14	1,725.14
713-21531	RETIRE FIRE EE PAYABLE	2,744.90	2,744.90
713-21533	RETIRE POLICE EE PAY	4,830.98	4,830.98
713-21534	DIS INC INS EE PAYABLE	25.95	25.95
713-21539	CHILD SUPPORT EE PAY	1,863.43	1,863.43
713-21541	HSA EE PAYABLE	12,448.96	12,448.96
713-21712	MEDICARE W/H ER PAYAB...	3,705.64	3,705.64
713-21713	FICA W/H ER PAYABLE	13,642.66	13,642.66
713-21731	RETIRE-FIRE ER PAYABLE	4,695.80	4,695.80
713-21733	RETIRE-POLICE ER PAY	4,671.03	4,671.03
713-21741	HSA ER PAYABLE	1,243.75	1,243.75
812-53861-112	PREMIUM EXPENSE	37,990.98	0.00
812-53862-112	CLAIMS EXPENSE	40,933.87	40,840.87
	Grand Total:	388,274.49	166,133.12

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	382,380.15	166,133.12
1114253521	82.59	0.00
2118652931	5,031.75	0.00
6002053111	400.00	0.00
6002053711	80.00	0.00
70010-52134	300.00	0.00
	Grand Total:	388,274.49
		166,133.12

Utility REFUNDS

Account #	Status	Contact	Service Address	Refund Amount
015-6172-07	Inactive	MICHAEL KENITZER	533 W 40TH ST SCOTTSBLUFF NE 69361	75.53
010-3588-02	Inactive	FIRST CASH INC #365	326 W 27TH ST SCOTTSBLUFF NE 69361	109.07
070-3393-02	Inactive	RUNNING WATER DBA SEARS	2302 FRONTAGE M4 RD SCOTTSBLUFF NE 69361	40.85
Total				
3				\$225.45

City of Scottsbluff, Nebraska
Monday, February 1, 2016
Regular Meeting

Item Pub. Hear.1

Council to conduct a public hearing at 6:05 p.m. to consider an Ordinance creating requirements for the placement of shipping containers.

Staff Contact: Annie Folck, City Planner

Agenda Statement

Item No.

For meeting of: January 19, 2016

AGENDA TITLE: Council to set a public hearing for February 1, 2016 at 6:05 p.m. to consider an Ordinance creating requirements for the placement of shipping containers

SUBMITTED BY DEPARTMENT/ORGANIZATION: Planning and Zoning

PRESENTATION BY:

SUMMARY EXPLANATION: The City has recently received several inquiries about requirements for placing shipping containers on private property. Currently this issue is not addressed in our zoning code. The proposed ordinance limits the placement of shipping containers in Residential and Commercial zones by allowing it only temporarily (up to 30 days) for moving, with one 30 day extension available if more time is needed. In Ag or Manufacturing zones, shipping containers can be placed permanently if a building permit is obtained. The container must be kept in good repair and painted and must be used for storage of material that is incidental to the permitted or accessory use of the lot.

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

STAFF RECOMMENDATION: Recommend approval of the ordinance

EXHIBITS

Resolution Ordinance Contract Minutes Plan/Map

Other (specify) _____

NOTIFICATION LIST: Yes No Further Instructions

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA AMENDING CHAPTER 25, ARTICLE 3, SECTION 25 OF THE SCOTTSBLUFF MUNICIPAL CODE IN DEALING WITH ZONING AND MISCELLANEOUS REGULATIONS BY INCLUDING REGULATIONS CONCERNING SHIPPING CONTAINERS USED FOR STORAGE, ADDING §25-3-25(16) RESTRICTING THE USE OF SHIPPING CONTAINERS AS STORAGE, REPEALING ALL PRIOR SECTIONS, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

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

Section 1. Chapter 25, Article 3, Section 25 of the Scottsbluff Municipal Code is amended by repealing the existing language and adding subsection (16) with the following language:

“Section 25-3-25. Miscellaneous regulations.

No provisions of this section, except sections 25-3-22 (1) and 25-3-22 (2) are applicable to a PBC Zone. Any provisions in the aforementioned sections which conflict with any of the provisions of Article 13 shall, to the extent of the conflict, constitute exceptions to and modify the conflicting provisions of such Article.

(1) Basement garages; grade. No basement garage may be constructed with a front entrance below the established grade nor may such an entrance be constructed in an existing building or structure, unless proper drainage, as determined by the development Services Director, is provided.

(2) Buildings, structure; design; construction. No building or structure may be erected or structurally altered unless its architectural design and construction conforms to applicable provisions of this Chapter insofar as such conformity may be accomplished without unreasonable hardship or substantial interference with the lawful intended use of such building or structure.

(3) Dwelling unit; inside entrance. Rooms within a dwelling unit must have their principal entrance from inside the dwelling unit.

(4) Grades; flood requirements. No building may be built, rented, or occupied which is located on a lot or other tract of land that does not comply with all lawful grade requirements for flood purposes.

(5) Ground cover, surfacing. Front yard and side yard setback areas may be landscaped and maintained with low ground cover, except in the case of an approved off-street parking area. Asphaltic concrete, masonry, rock, gravel or other forms of artificial surfacing may not be used as a principal ground cover.

(6) Manufactured Homes.

- a. A manufactured home shall be located and installed according to the same standards for foundation system, permanent utility connections, setback, and minimum square footage which would apply to a site-built, single-family dwelling on the same lot.
- b. Manufactured homes shall meet the following standards:
 1. The home shall have no less than nine hundred square feet of floor area;
 2. The home shall have no less than an eighteen-foot exterior width;
 3. The roof shall be pitched with a minimum vertical rise of two and one-half inches for each twelve inches of horizontal run;
 4. The exterior material shall be of a color, material, and scale comparable with those existing in residential site-built, single-family construction.
 5. The home shall have a nonreflective roof material which is or simulates asphalt or wood shingles, tile, or rock; and
 6. The home shall have wheels, axles, transporting lights, and removable towing apparatus removed.

Mobile Home Parks shall be excluded from these guidelines. All manufactured (mobile) homes shall meet the standards set forth in the HUD - Manufactured Housing & Standards or Verification of HUD Standard Upgrades.

(7) Multiple unit buildings; exits. Each dwelling unit in a multiple unit residence building, or in a multiple use building, shall have a front and rear exit, or an exit to a corridor on the same level which has a front and rear exit.

(8) Public storage garages; location. No public garage used only for storing motor vehicles may have either a motor vehicle entrance or exit which is within two hundred (200) feet of an

entrance or exit of any existing public or private school playground, public library, church, hospital, children's or old people's home, or a similar public or private institution. No public or private school playground, public library, church, hospital, children's or old people's home, or a similar public or private institution may be built within two hundred (200) feet of either the motor vehicle entrance or exit to a public garage used for storing motor vehicles.

(9) Public street; abut; necessity. No building or structure shall be so constructed on a lot or tract of land which does not abut on a public street for a distance of at least twenty (20) feet.

(10) Railroad premises; tracks; docks. A railroad right-of-way may be used for railroad or spur tracks. Loading and unloading platforms or structures may be located on a railroad right-of-way only if the abutting property is in a C-3 or M Zone and no R zone is within three hundred (300) feet of the platform or structure on the same side of the right-of-way.

(11) Residence buildings; number. Except as provided in Article 9, no more than one (1) building used for residence purposes may be located on any lot.

(12) Residence; sleeping quarters. Permanent sleeping quarters may not be located or used in any building or structure in an R zone other than a main residence building.

(13) Residence; rear of lot. No building, designed to provide living or sleeping quarters, or both, may be located on an interior lot to the rear of the main building which is used for nonresidence purposes.

(14) Single family dwelling; walls. A single family dwelling shall be constructed as a single building with connecting walls. The plane surface of any connecting wall shall be at least eight (8) feet in length.

(15) Quonset; R zone. No quonset-type building or structure may be built or placed on any lot or tract of land in an R zone.

(16) Shipping containers.

- a. Shipping containers defined. For the purposes of this Chapter, a shipping container shall mean any container, which may otherwise be known as a container, freight container, ISO container, shipping container, high-cube container, box, C container or container van, designed to store and move materials and products across various modes of the Intermodal Freight Transportation System.
- b. General restrictions for shipping containers:
 1. A shipping container may be placed in the front yard setback only if being used for moving or relocating purposes.
 2. A shipping container may not be placed within the site triangle as defined in Section 25-2-104.1 of the Scottsbluff Municipal Code.
 3. A shipping container may not exceed 8 feet in width, 9 feet in height or 40 feet in length.
 4. A shipping container must be kept out of easements, public rights-of-way, and setbacks except as otherwise provided for in this Code.
 5. A shipping container may be placed on a lot without a permit if it is incidental to the permitted construction activities on the same lot. The shipping container must be removed at the completion of the construction project or expiration of the building permit.
- c. Residential and commercial zoning districts. No shipping container shall be allowed, except on a temporary basis for moving or actually used for shipping, in all residential and commercial zoning districts. A shipping container may be allowed on a developed lot for a period of 30 days if used for moving or shipping purposes. If additional time is required, the owner of the lot may apply for one 30 day extension.
- d. In Ag, M-1 and M-2 zoning districts, no shipping containers shall be allowed except as provided:
 1. A building permit is required for a shipping container which will remain on the lot for a period greater than six months and used for onsite storage of material incidental to the permitted or accessory use of the lot. The building permit must be procured through the Planning and Development Department of the City.
 2. A shipping container located in a front or side yard must be painted so no signage or language is visible.
 3. A shipping container may not be connected to any City utility.
 4. A shipping container must be kept in good repair with no holes or rust.
 5. A shipping container must be placed on a level surface with a base of rock or concrete so as to prevent any settling of the shipping container while it is on the lot.

Section 2. Previously existing Section 25-3-25 and all other ordinances and parts of ordinances in conflict herewith are repealed. Provided, however, this Ordinance shall not be construed to effect any rights, liabilities, duties or causes of action, either criminal or civil, existing or actions pending at the time when this Ordinance becomes effective.

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

PASSED AND APPROVED on _____, 2016.

Attest:

Mayor

City Clerk (Seal)

Approved as to form:

City Attorney

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**Planning Commission Minutes
Regular Scheduled Meeting
January 11, 2016
Scottsbluff, Nebraska**

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The Planning Commission of the City of Scottsbluff, Nebraska met in a regular scheduled meeting on Monday, January 11, 2016, 6:00 p.m. in the City Hall Council Chambers, 2525 Circle Drive, Scottsbluff, Nebraska. A notice of the meeting had been published in the Star-Herald, a newspaper of general circulation in the City, on January 1, 2016. The notice stated the date, hour and place of the meeting, that the meeting would be open to the public, that anyone with a disability desiring reasonable accommodation to attend the Planning Commission meeting should contact the Development Services Department, and that an agenda of the meeting kept continuously current was available for public inspection at Development Services Department office; provided, the City Planning Commission could modify the agenda at the meeting if the business was determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been delivered to each Planning Commission member. An agenda kept continuously current was available for public inspection at the office of the Development Services Department at all times from publication to the time of the meeting.

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

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

ITEM 3: Acknowledgment of any changes in the agenda: Item 7B Rezone request from Ag to C-2 (Neighborhood & Retail Commercial) request changed to from Ag to O & P (Office & Professional).

ITEM 4: Business not on agenda: None

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

ITEM 6: The minutes of November 23, 2015 were reviewed and approved. A motion was made to accept the minutes by Gompert, and seconded by Huber. **"YEAS"**: Huber, Gompert, Chadwick, and Estrada. **"NAYS"**: None. **ABSTAIN**: Wayman, Westphal, & Aguallo. **ABSENT**: Zitterkopf. Motion carried.

ITEM 7A: The Planning Commission opened a public hearing for a final plat request of Lots 1 & 2, Tracts B & C, Block 10, Five Oaks Subdivision. Baker and Associates have requested approval of a final plat for the applicant(s), C & T Holdings. The property is situated on the southwest corner of 42nd Street and Avenue G. These lots are located directly east of the Webb property which is currently being developed as Elite Health. Sewer lines to serve the two lots can be connected to existing lines along 40th Street and 42nd Street (see attached exhibit). A water line will need to be constructed between 42nd street and 40th Street for fire protection.

The sewer main along 42nd Street across from Avenue G will have to be extended, with another manhole installed on the west side of Avenue G that could then be tapped for these lots. Since there isn't anything developed to the south of Avenue G yet, for the time being it would be reasonable to complete the street to the south edge of Block 11 (the City would like to have a commitment that once 40th Street develops, Ave G will also be completed to the intersection with 40th Street, if it hasn't been completed by then). These things will be addressed in the developer's agreement.

Staff met with C & T Holding's representatives, Bill and Jim Trumbull and Baker and Associates, regarding comments from the City Consultant about the final plat, and adjustments were made. Baker and Associates will draft plans showing proof of feasibility for the sewer connection, and include it as part of

57 the developer's agreement the language for the water connection and fire protection (hydrant placement)
58 will also be addressed in the developer's agreement.

59
60 Bill Trumbull, representative, for C & T Holdings, spoke in favor of the plat; proposed lot 1 will be
61 developed first as a professional office building, the proposed developers will also purchase lot 2 and will
62 be able to have input on what and how the lot is developed in the future.

63
64 **Conclusion:** A motion was made by Westphal and seconded by Aguallo to approve the final plat of Lots
65 1 & 2, Tracts B & C, Block 10, Five Oaks Subdivision. "YEAS": Huber, Aguallo, Westphal, Wayman,
66 Chadwick, Gompert, Weber, and Estrada. "NAYS": None. ABSTAIN: None. ABSENT: Zitterkopf. Motion
67 carried.

68
69 **ITEM 7B:** The Planning Commission opened a public hearing for request to rezone Lots 1 & 2, Tracts B
70 & C, Block 10, Five Oaks Subdivision from Agricultural to O & P Office and Professional. The
71 original request was to change to C-2 Neighborhood and Retail Commercial. After some feedback from
72 the public the requested change was changed to O & P Office and Professional. The O & P zoning
73 district is a good transitional zone for this area as the properties to the north and east are residential and
74 the O & P zone is more restrictive in the permitted uses than the C-2 commercial zoning district, making it
75 a good transition from the abutting zoning districts. The C-2 property to the west is being developed as a
76 health facility and the proposed use for lot 1, will be for a professional office building as well.

77
78 Glen Vandenberg, property owner, of Townhomes to the east of Avenue G, addressed the Planning
79 Commission with concerns regarding the traffic. The townhomes and duplexes they manage see a lot of
80 traffic from the hospital. He would like to make sure this is something that is looked into before it is
81 developed by considering how traffic will flow through the area. There is a street to the east of Avenue G
82 which is a private street for the residential development. Avenue G and 40th Street are half streets and
83 unable to handle heavy traffic. Diane Vandenberg also expressed her concerns regarding the hospital
84 traffic on 40th Street and Avenue G.

85
86 Larry Gion a property owner on the corner of 40th & Avenue G, is also concerned about the traffic in this
87 area and would like to see things improved to accommodate better traffic flow. The Ag land to the
88 southwest has a hard time with the larger trucks used for the farm ground and at times drive over his
89 property to make the corner.

90
91 Mr. Trumbull addressed some of the traffic concerns, when lot 1 is developed Avenue G will be extended
92 south and when lot 2 is developed will be continued to 40th Street, the developer's agreement will have
93 language addressing both the half streets which will have to be developed before building development
94 will be approved on these lots, 40th Street will continue west to Avenue I, and curves a bit to slow traffic
95 down in this area. The development of lot 1 should have little impact on traffic. The other option to
96 develop this property would be as multi-family and multi-story development this would create more traffic
97 than a professional office. Mr. Trumbull believed that the office and professional designation would
98 create the least amount of traffic of all other options for the property. Mr. Trumbull also, indicated that the
99 Ag land may not be farmed this year with the development of Elite Health and the other professional
100 office building. With the widening of the streets and landscaping requirements the area should add to the
101 property values of the neighborhood. The intention is to enhance property values for the area.

102
103 Annie Folck, City Planner, noted that the preliminary plat for Five Oaks was approved with additional
104 access onto the subdivision from Avenue I, one will be 40th Street and the second will be to the south
105 which will be a cul-de-sac these access points have been approved by the State Highway Department.
106 Thus once the property is built out, Avenue G will no longer be the only outlet to the neighborhood. The
107 proposed O & P zone for the property will make a good transition between the residential zone to the east
108 and the C-2 zone to the west, and once the area is developed it will eliminate many of the current traffic
109 issues that result from the half street and the lack of other traffic outlets. The City recommends Lots 1 &
110 2, Tracts B & C, Block 10, Five Oaks Drive be rezoned to an O & P Office & Professional zoning district.

111

112 **Conclusion:** A motion was made by Weber and seconded by Chadwick to approve the proposed
113 rezoned for Lots 1 & 2, Tracts B & C, Block 10, Five Oaks subdivision from A – Agricultural to O & P
114 Office and Professional. “YEAS”: Weber, Westphal, Wayman, Aguillo, Chadwick, and Estrada.
115 “NAYS”: Gompert, and Huber. ABSTAIN: None. ABSENT: Zitterkopf. Motion carried.

116 **ITEM 7C:** The Planning Commission opened a public hearing for a proposed text amendment to
117 Chapter 25, Article 3, Section 25 of the zoning code dealing with miscellaneous regulations, by including
118 regulations for shipping containers. The language added is as follows:
119

120 **25-3-25(16) Shipping Containers.**

121 **A. Shipping containers defined.** For the purposes of this Chapter, a shipping container shall mean any
122 container, which may otherwise be known as a container, freight container, ISO container, shipping
123 container, high-cube container, box, C container or container van, designed to store and move materials
124 and products across various modes of the Intermodal Freight Transportation System.

125 **B. General restrictions for shipping containers:**

126 1. A shipping container may be placed in the front yard setback only if being used for moving or relocating
127 purposes.

128 2. A shipping container may not be placed within the site triangle as defined in Section 25-2-104.1 of the
129 Scottsbluff Municipal Code.

130 3. A shipping container may not exceed 8 feet in width, 9 feet in height or 40 feet in length.

131 4. A shipping container must be kept out of easements, public rights-of-way, and setbacks except as
132 otherwise provided for in this Code.

133 5. A shipping container may be placed on a lot without a permit if it is incidental to the permitted
134 construction activities on the same lot. The shipping container must be removed at the completion of the
135 construction project or expiration of the building permit.

136 **C. Residential and commercial zoning districts.** No shipping container shall be allowed, except on a
137 temporary basis for moving, in all residential and commercial zoning districts. A shipping container may
138 be allowed on a developed lot for a period of 30 days if used for moving purposes. If additional time is
139 required, the owner of the lot may apply for one 30 day extension.

140 **D. In Ag, M-1 and M-2 zoning districts,** no shipping containers shall be allowed except as provided:

141 1. A building permit is required for a shipping container which will remain on the lot for a period greater
142 than six months and used for onsite storage of material incidental to the permitted or accessory use of the
143 lot. The building permit must be procured through the Planning and Development Department of the
144 City.

145 2. A shipping container located in a front or side yard must be painted so no signage or language is
146 visible.

147 3. A shipping container may not be connected to any City utility.

148 4. A shipping container must be kept in good repair with no holes or rust.

149 5. A shipping container must be placed on a level surface with a base of rock or concrete so as to prevent
150 any settling of the shipping container while it is on the lot.

151
152 **Conclusion:** A motion was made by Westphal and seconded by Chadwick to approve the proposed
153 ordinance text amendment to Chapter 25, adding Section 25-3-25(16) definition and regulations for
154 shipping containers. “YEAS”: Gompert, Huber, Weber, Westphal, Wayman, Aguillo, Chadwick, and
155 Estrada. “NAYS”: None. ABSTAIN: None. ABSENT: Zitterkopf. Motion carried.
156

157 **ITEM 7D:** Daniel Bennet, Regional Planner with PAD and Annie Folck, City Planner, addressed the
158 Planning Commission, regarding updates to the Comprehensive Development Plan. Previous updates
159 were strategic economic development plans, and demographic trends. Since then have had some public
160 input as community participation is key to the updates of the plan. The online survey conducted had 186
161 responses, the three open houses held during parent teacher’s conferences providing a lot of good
162 feedback from the public. Focus groups included the Senior Center, Lakota Church, and Southeast
163 Scottsbluff – Guadalupe Center where Pastor Jon Sorenson was able to help with interpretation for the
164 Spanish speaking community. The Survey information and other updates are on online at the
165 Scottsbluffplanning.org website. Several of the comments asked for clean, safe neighborhoods, they like
166 the small town friendly community. We want Scottsbluff to be a place where current and future
167 generations want to pursue aspirations and see Scottsbluff as a place of opportunity. In the next ten

168 years would like to see interconnections of neighborhoods and amenities, sustainable development,
169 access to entertainment and recreation, and strong neighborhoods.
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171 A Utility study was done, as the previous plan was lacking in utility updates, the study shows where
172 existing areas in town have existing infrastructure and could possibly develop first, the study also shows
173 where major improvements should be, along with water towers, lift stations, and treatment upgrades. This
174 gives the City a road map for future development and helps us to know where we can get the most value
175 for our investments in expanded infrastructure.
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177 Annie F. and Daniel went through some highlights for vision development (why, how, what) and the future
178 land use maps. The new future land use map shows some new districts added, including mixed use
179 development and, Institutional (parks, hospitals, schools). This will allow more flexibility in certain areas
180 and allow for zoning codes that can reflect the unique existing or aspirational character of certain
181 neighborhoods. This information is currently posted on Scottsbluffplanning.org for the public to review.
182 The next step after the Comprehensive Plan is completed will be to look at our current zoning code and
183 see how it needs to be adjusted to allow the City to implement the vision that has been developed based
184 on public input. The implementation of the land use changes will be posted for public review and
185 feedback.
186

187 **ITEM 8: Unfinished Business:** The 2016 NPZA/APA conference is set for March 9th, 10th, and 11th in
188 Kearney, NE.
189

190 There being no further business, a motion to adjourn was made by Weber and seconded by Huber. The
191 meeting was adjourned at 7:40 p.m. “**YEAS**”: Gompert, Wayman, Westphal, Aguallo, Chadwick, Huber,
192 Weber, and Estrada. “**NAYS**”: None. **ABSTAIN**: None. **ABSENT**: Zitterkopf. Motion carried.
193

194 _____
195 Becky Estrada, Chairperson
196

197 Attest: _____
198 Annie Urdiales

City of Scottsbluff, Nebraska

Monday, February 1, 2016

Regular Meeting

Item Pub. Hear.2

Council to conduct a Public Hearing at 6:05 p.m. to consider the Rezone of Proposed Lots 1 & 2, Tract B&C, Blk. 10, Five Oaks Subdivision, Scotts Bluff County, NE, from Agricultural to Office and Professional and approve the Ordinance.

Staff Contact: Annie Folck, City Planner

Agenda Statement

Item No.

For meeting of: February 1, 2016

AGENDA TITLE: Public Hearing for Rezone of Lots 1 & 2, Tracts B&C, Blk. 10, Five Oaks Subdivision, situated in the NW ¼ of Section 14, T22N, R55W of the 6th P.M., Scotts Bluff County, Nebraska from Ag to O-P

SUBMITTED BY DEPARTMENT/ORGANIZATION: Development Services

PRESENTATION BY: Staff

SUMMARY EXPLANATION: The applicant(s), C& T Holdings, has requested a rezone for the east 2.8 acres of proposed Lots 1, & 2, Tract B & C, Block 10, Five Oaks Subdivision situated in part of the NW¼ of Section 14 T22N, R55W of the 6th P.M., Scotts Bluff County Nebraska. The parcel is situated on the southwest corner of Avenue G & 42nd Street. The applicant is requesting a change from Agricultural to O-P Office and Professional; this change will create a logical transition from the residential zone on the east to the C-2 neighborhood commercial zone on the west. Staff has reviewed and makes positive recommendation of the rezone of proposed Lots 1 & 2, Tract B & C, Block 10 Five Oaks Subdivision from Ag to O-P with the approval of the final plat.

BOARD/COMMISSION RECOMMENDATION: The Planning Commission at their regular meeting of Jan 11, 2015 made positive recommendation to City Council (see attached minutes)

STAFF RECOMMENDATION: Approve ordinance to rezone proposed Lots 1 & 2, Tracts B&C, Blk. 10, Five Oaks Subdivision, situated in the NW ¼ of Section 14, T22N, R55W of the 6th P.M., Scotts Bluff County, Nebraska from Ag to O-P.

EXHIBITS

Resolution Ordinance x Contract Minutes x Plan/Map x

Other (specify) _____

NOTIFICATION LIST: Yes X No Further Instructions William Trumbull, 1310 Circle Drive, Scottsbluff, NE 69361

APPROVAL FOR SUBMITTAL: _____
City Manager

ORDINANCE NO. _____

AN ORDINANCE DEALING WITH ZONING, AMENDING SECTION 25-1-4 BY UPDATING THE OFFICIAL ZONING DISTRICT MAP TO SHOW THAT PROPOSED LOTS 1 & 2, TRACT B & C, BLOCK 10, FIVE OAKS SUBDIVISION SITUATED IN PART OF THE NW¼ OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA, WHICH IS CURRENTLY ZONED AS AG- AGRICULTURAL, WILL NOW BE INCLUDED IN O-P OFFICE AND PROFESSIONAL, 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 1st day of February, 2016.

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 February 1, 2016.

ATTEST:

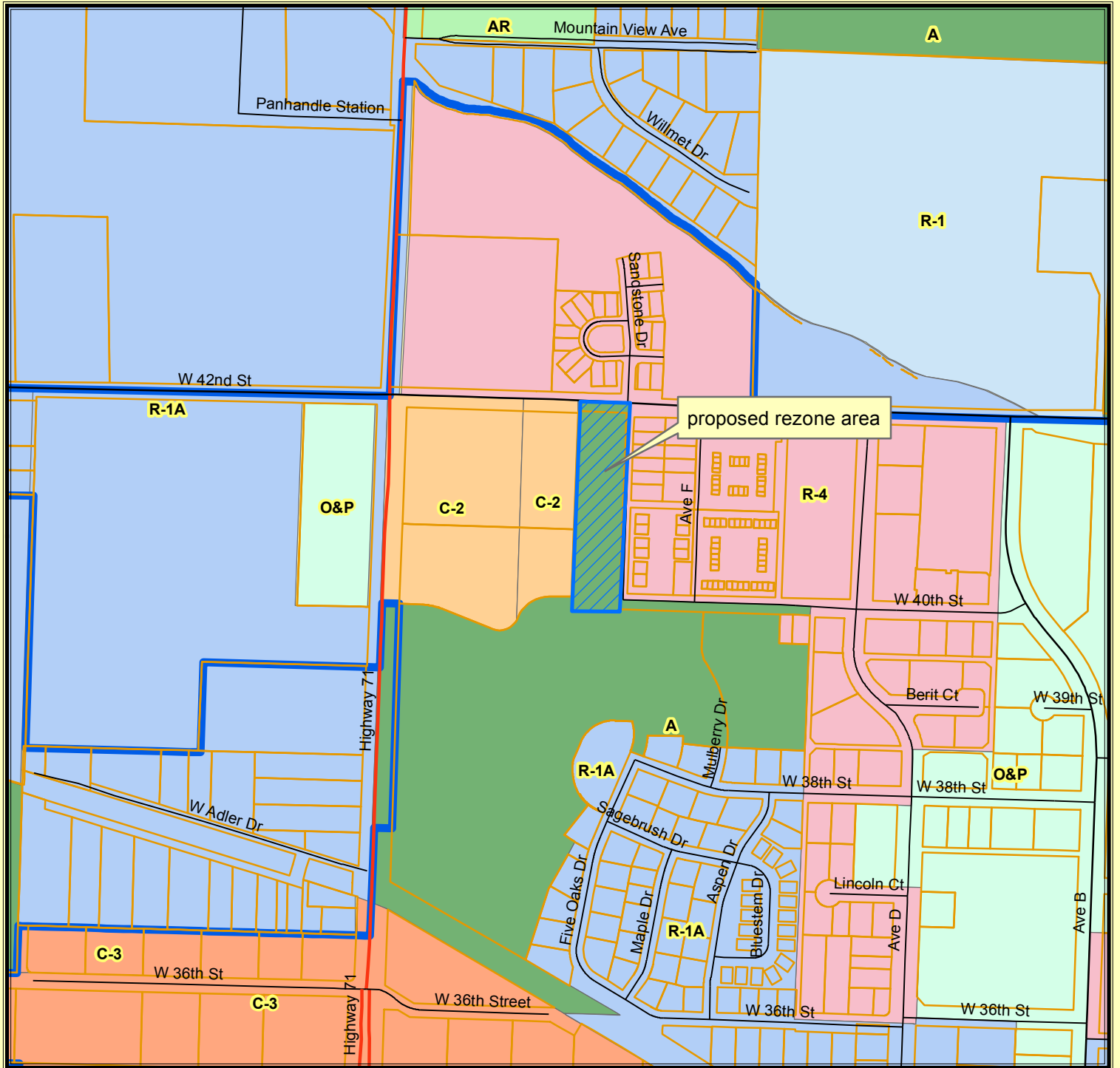
Mayor

City Clerk

(Seal)

Block 10, Five Oaks Subdivision

A - Agricultural to O & P Office & Professional

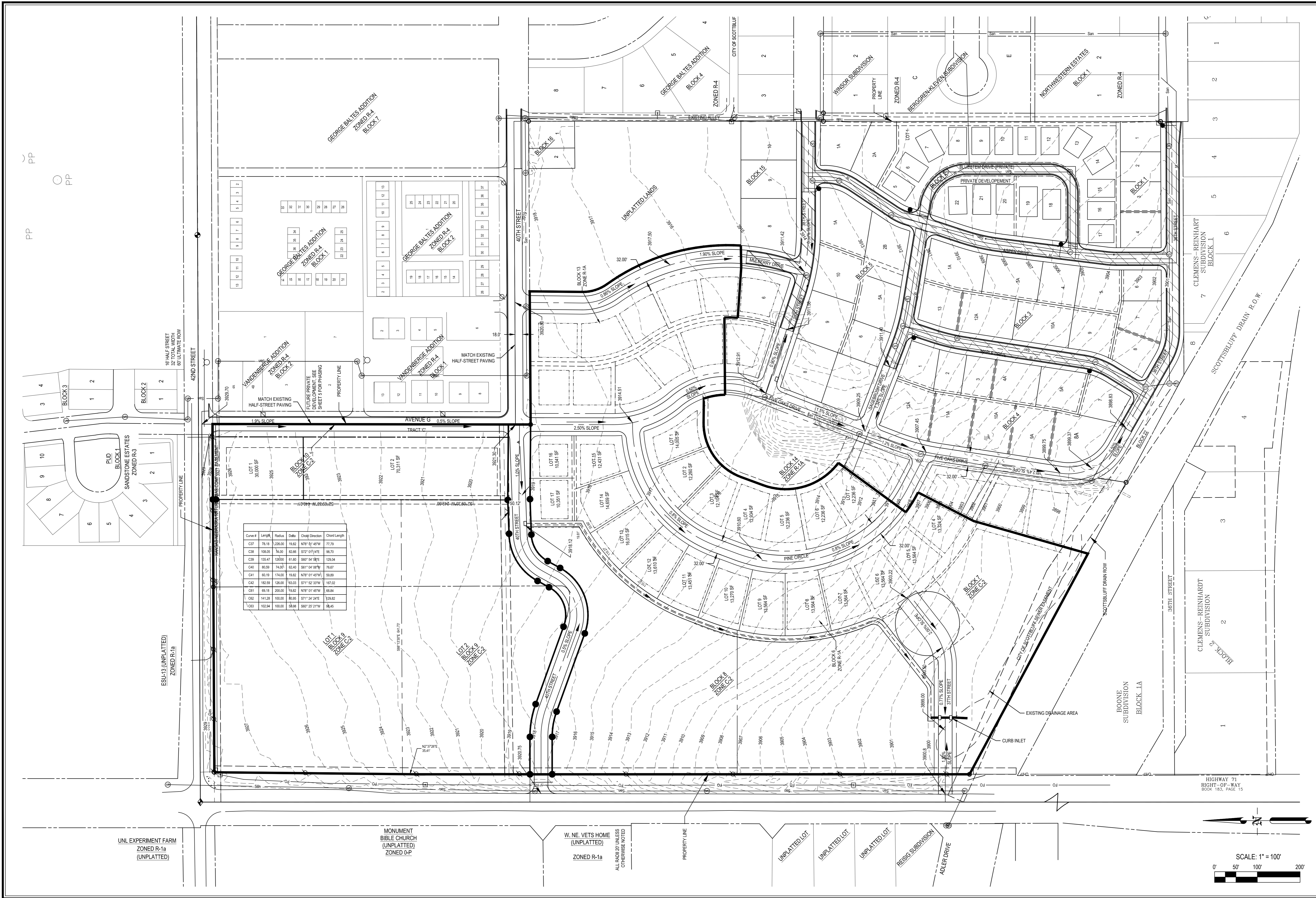


2/1/16



Map by A. Urdiales: 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.



120 East 16th St.
Scottsbluff, NE 68961
308.632.3123
www.baker-inc.com

Baker & Associates Inc.
ENGINEERS * ARCHITECTS * SURVEYORS
COPYRIGHT 2015

PRELIMINARY PLAN
NOT TO BE USED FOR
CONSTRUCTION

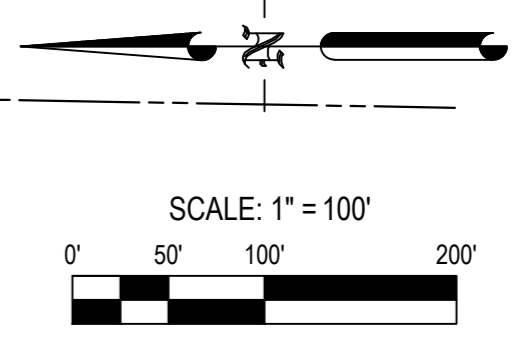
Project Title:
FIVE OAKS SUBDIVISION
2015 REVISED PRELIMINARY PLAT
C&T Holdings, LLC
Scottsbluff, Nebraska

Sheet Title:
STREETS PLAN

Date Issued: April 2, 2015

Project: 023-018-14
CAD File:
023-018 Preliminary Plat 2015.dwg
Design Drawing Check
JWB JES

Sheet No.
C-1.03



**Planning Commission Minutes
Regular Scheduled Meeting
January 11, 2016
Scottsbluff, Nebraska**

The Planning Commission of the City of Scottsbluff, Nebraska met in a regular scheduled meeting on Monday, January 11, 2016, 6:00 p.m. in the City Hall Council Chambers, 2525 Circle Drive, Scottsbluff, Nebraska. A notice of the meeting had been published in the Star-Herald, a newspaper of general circulation in the City, on January 1, 2016. The notice stated the date, hour and place of the meeting, that the meeting would be open to the public, that anyone with a disability desiring reasonable accommodation to attend the Planning Commission meeting should contact the Development Services Department, and that an agenda of the meeting kept continuously current was available for public inspection at Development Services Department office; provided, the City Planning Commission could modify the agenda at the meeting if the business was determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been delivered to each Planning Commission member. An agenda kept continuously current was available for public inspection at the office of the Development Services Department at all times from publication to the time of the meeting.

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

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

ITEM 3: Acknowledgment of any changes in the agenda: Item 7B Rezone request from Ag to C-2 (Neighborhood & Retail Commercial) request changed to from Ag to O & P (Office & Professional).

ITEM 4: Business not on agenda: None

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

ITEM 6: The minutes of November 23, 2015 were reviewed and approved. A motion was made to accept the minutes by Gompert, and seconded by Huber. **"YEAS"**: Huber, Gompert, Chadwick, and Estrada. **"NAYS"**: None. **ABSTAIN**: Wayman, Westphal, & Aguallo. **ABSENT**: Zitterkopf. Motion carried.

ITEM 7A: The Planning Commission opened a public hearing for a final plat request of Lots 1 & 2, Tracts B & C, Block 10, Five Oaks Subdivision. Baker and Associates have requested approval of a final plat for the applicant(s), C & T Holdings. The property is situated on the southwest corner of 42nd Street and Avenue G. These lots are located directly east of the Webb property which is currently being developed as Elite Health. Sewer lines to serve the two lots can be connected to existing lines along 40th Street and 42nd Street (see attached exhibit). A water line will need to be constructed between 42nd street and 40th Street for fire protection.

The sewer main along 42nd Street across from Avenue G will have to be extended, with another manhole installed on the west side of Avenue G that could then be tapped for these lots. Since there isn't anything developed to the south of Avenue G yet, for the time being it would be reasonable to complete the street to the south edge of Block 11 (the City would like to have a commitment that once 40th Street develops, Ave G will also be completed to the intersection with 40th Street, if it hasn't been completed by then). These things will be addressed in the developer's agreement.

Staff met with C & T Holding's representatives, Bill and Jim Trumbull and Baker and Associates, regarding comments from the City Consultant about the final plat, and adjustments were made. Baker and Associates will draft plans showing proof of feasibility for the sewer connection, and include it as part of

57 the developer's agreement the language for the water connection and fire protection (hydrant placement)
58 will also be addressed in the developer's agreement.

59
60 Bill Trumbull, representative, for C & T Holdings, spoke in favor of the plat; proposed lot 1 will be
61 developed first as a professional office building, the proposed developers will also purchase lot 2 and will
62 be able to have input on what and how the lot is developed in the future.

63
64 **Conclusion:** A motion was made by Westphal and seconded by Aguallo to approve the final plat of Lots
65 1 & 2, Tracts B & C, Block 10, Five Oaks Subdivision. "YEAS": Huber, Aguallo, Westphal, Wayman,
66 Chadwick, Gompert, Weber, and Estrada. "NAYS": None. ABSTAIN: None. ABSENT: Zitterkopf. Motion
67 carried.

68
69 **ITEM 7B:** The Planning Commission opened a public hearing for request to rezone Lots 1 & 2, Tracts B
70 & C, Block 10, Five Oaks Subdivision from Agricultural to O & P Office and Professional. The
71 original request was to change to C-2 Neighborhood and Retail Commercial. After some feedback from
72 the public the requested change was changed to O & P Office and Professional. The O & P zoning
73 district is a good transitional zone for this area as the properties to the north and east are residential and
74 the O & P zone is more restrictive in the permitted uses than the C-2 commercial zoning district, making it
75 a good transition from the abutting zoning districts. The C-2 property to the west is being developed as a
76 health facility and the proposed use for lot 1, will be for a professional office building as well.

77
78 Glen Vandenberg, property owner, of Townhomes to the east of Avenue G, addressed the Planning
79 Commission with concerns regarding the traffic. The townhomes and duplexes they manage see a lot of
80 traffic from the hospital. He would like to make sure this is something that is looked into before it is
81 developed by considering how traffic will flow through the area. There is a street to the east of Avenue G
82 which is a private street for the residential development. Avenue G and 40th Street are half streets and
83 unable to handle heavy traffic. Diane Vandenberg also expressed her concerns regarding the hospital
84 traffic on 40th Street and Avenue G.

85
86 Larry Gion a property owner on the corner of 40th & Avenue G, is also concerned about the traffic in this
87 area and would like to see things improved to accommodate better traffic flow. The Ag land to the
88 southwest has a hard time with the larger trucks used for the farm ground and at times drive over his
89 property to make the corner.

90
91 Mr. Trumbull addressed some of the traffic concerns, when lot 1 is developed Avenue G will be extended
92 south and when lot 2 is developed will be continued to 40th Street, the developer's agreement will have
93 language addressing both the half streets which will have to be developed before building development
94 will be approved on these lots, 40th Street will continue west to Avenue I, and curves a bit to slow traffic
95 down in this area. The development of lot 1 should have little impact on traffic. The other option to
96 develop this property would be as multi-family and multi-story development this would create more traffic
97 than a professional office. Mr. Trumbull believed that the office and professional designation would
98 create the least amount of traffic of all other options for the property. Mr. Trumbull also, indicated that the
99 Ag land may not be farmed this year with the development of Elite Health and the other professional
100 office building. With the widening of the streets and landscaping requirements the area should add to the
101 property values of the neighborhood. The intention is to enhance property values for the area.

102
103 Annie Folck, City Planner, noted that the preliminary plat for Five Oaks was approved with additional
104 access onto the subdivision from Avenue I, one will be 40th Street and the second will be to the south
105 which will be a cul-de-sac these access points have been approved by the State Highway Department.
106 Thus once the property is built out, Avenue G will no longer be the only outlet to the neighborhood. The
107 proposed O & P zone for the property will make a good transition between the residential zone to the east
108 and the C-2 zone to the west, and once the area is developed it will eliminate many of the current traffic
109 issues that result from the half street and the lack of other traffic outlets. The City recommends Lots 1 &
110 2, Tracts B & C, Block 10, Five Oaks Drive be rezoned to an O & P Office & Professional zoning district.

111

112 **Conclusion:** A motion was made by Weber and seconded by Chadwick to approve the proposed
113 rezoned for Lots 1 & 2, Tracts B & C, Block 10, Five Oaks subdivision from A – Agricultural to O & P
114 Office and Professional. “YEAS”: Weber, Westphal, Wayman, Aguillo, Chadwick, and Estrada.
115 “NAYS”: Gompert, and Huber. ABSTAIN: None. ABSENT: Zitterkopf. Motion carried.

116 **ITEM 7C:** The Planning Commission opened a public hearing for a proposed text amendment to
117 Chapter 25, Article 3, Section 25 of the zoning code dealing with miscellaneous regulations, by including
118 regulations for shipping containers. The language added is as follows:
119

120 **25-3-25(16) Shipping Containers.**

121 **A. Shipping containers defined.** For the purposes of this Chapter, a shipping container shall mean any
122 container, which may otherwise be known as a container, freight container, ISO container, shipping
123 container, high-cube container, box, C container or container van, designed to store and move materials
124 and products across various modes of the Intermodal Freight Transportation System.

125 **B. General restrictions for shipping containers:**

126 1. A shipping container may be placed in the front yard setback only if being used for moving or relocating
127 purposes.

128 2. A shipping container may not be placed within the site triangle as defined in Section 25-2-104.1 of the
129 Scottsbluff Municipal Code.

130 3. A shipping container may not exceed 8 feet in width, 9 feet in height or 40 feet in length.

131 4. A shipping container must be kept out of easements, public rights-of-way, and setbacks except as
132 otherwise provided for in this Code.

133 5. A shipping container may be placed on a lot without a permit if it is incidental to the permitted
134 construction activities on the same lot. The shipping container must be removed at the completion of the
135 construction project or expiration of the building permit.

136 **C. Residential and commercial zoning districts.** No shipping container shall be allowed, except on a
137 temporary basis for moving, in all residential and commercial zoning districts. A shipping container may
138 be allowed on a developed lot for a period of 30 days if used for moving purposes. If additional time is
139 required, the owner of the lot may apply for one 30 day extension.

140 **D. In Ag, M-1 and M-2 zoning districts,** no shipping containers shall be allowed except as provided:

141 1. A building permit is required for a shipping container which will remain on the lot for a period greater
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144 City.

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150 any settling of the shipping container while it is on the lot.

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155 Estrada. “NAYS”: None. ABSTAIN: None. ABSENT: Zitterkopf. Motion carried.
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180 and allow for zoning codes that can reflect the unique existing or aspirational character of certain
181 neighborhoods. This information is currently posted on Scottsbluffplanning.org for the public to review.
182 The next step after the Comprehensive Plan is completed will be to look at our current zoning code and
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184 on public input. The implementation of the land use changes will be posted for public review and
185 feedback.
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187 **ITEM 8: Unfinished Business:** The 2016 NPZA/APA conference is set for March 9th, 10th, and 11th in
188 Kearney, NE.
189

190 There being no further business, a motion to adjourn was made by Weber and seconded by Huber. The
191 meeting was adjourned at 7:40 p.m. “**YEAS**”: Gompert, Wayman, Westphal, Aguallo, Chadwick, Huber,
192 Weber, and Estrada. “**NAYS**”: None. **ABSTAIN**: None. **ABSENT**: Zitterkopf. Motion carried.
193

194 _____
195 Becky Estrada, Chairperson
196

197 Attest: _____
198 Annie Urdiales

City of Scottsbluff, Nebraska

Monday, February 1, 2016

Regular Meeting

Item Subdiv.1

Council to consider a Developer's Agreement for Lots 1 & 2, Block 10, Five Oaks Subdivision and authorize the Mayor to execute the agreement.

Staff Contact: Annie Folck, City Planner

Agenda Statement

Item No.

For meeting of: Feb 1, 2016

AGENDA TITLE: Developer's Agreement –Lots 1 & 2, Tr. B&C, Blk. 10, Five Oaks Subdivision, situated in the NW ¼ of Section 14, T22N, R55W of the 6th P.M., Scotts Bluff County, Nebraska.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Development Services

PRESENTATION BY:

SUMMARY EXPLANATION: The applicant(s), C and T Holdings, represented by Baker and Associates, have requested approval of a final plat of Lots 1 & 2, Tracts B & C, Block 10, Five Oaks Subdivision. Municipal code requires that if there are any improvements shown on the final plat that have not yet been constructed, the property owners must submit a developer's agreement. This agreement states that the property owners will be responsible for constructing the improvements.

The unfinished improvements necessary to serve the two lots being platted include completion of the half street on Ave G, the extension of sewer lines from 42nd Street and 40th Street (see exhibit included in agreement), and the extension of a waterline extending from 40th Street to 42nd Street to provide fire protection for Lot 2.

The agreement states that the street in front of each lot will be completed before a building permit may be issued for that lot. The sewer line must also be extended to each lot before it can be built upon. Lot 1 can be served by the existing waterline on 42nd street, but the waterline from 40th to 42nd must be completed before Lot 2 can be developed. These improvements and timelines are all outlined in the attached agreement, which has been reviewed by the City's legal counsel.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Approve developer's agreement for filing at the Register of Deeds

EXHIBITS

Resolution Ordinance Contract X Minutes Plan/Map

Other (specify) _____

NOTIFICATION LIST: Yes X No Further Instructions C&T Holdings, Bill Trumbull 1310 Circle Drive, Scottsbluff, NE 69361

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

CONTRACT FOR PUBLIC IMPROVEMENTS

This Contract is made on February 1, 2016, between City of Scottsbluff, Nebraska, a Municipal Corporation (the "City") and Zachary Owen and Karyn Owen, Trustees of the Zachary and Karyn Owen Family Trust (the "Owner").

Recitals:

a. Owen has entered into a contract to purchase the following described real estate, as it will be described once the final plat (the "Plat") is approved by the City (the "Real Estate"):

Lots 1 & 2, Block 10, Five Oaks Subdivision to the City of Scottsbluff,
Scotts Bluff County, Nebraska.

The Plat is made a part of this Contract by reference.

b. The Plat provides for Avenue G to be located along the east boundary of Lots 1 & 2, and 40th Street to be located along the south boundary of Lot 2.

c. Certain improvements which are required by the Scottsbluff Municipal Code to be constructed by the Owners have not been constructed. The parties desire to memorialize their agreement with respect to the construction of these improvements (collectively, the "Improvements"). For that purpose, the Owners desire to bind themselves and their successors in interest to construct the Improvements in accordance with the Scottsbluff Municipal Code as provided for in this Contract.

Agreements:

1. Avenue G is currently a half street adjoining the platted lots to the east of the Real Estate. With respect to Avenue G:

a. For any development of Lot 1, the Owners shall cause the remaining portion of Avenue G which adjoins Lot 1 as shown on the Plat to be constructed.

b. For any development of Lot 2, the Owners shall cause the remaining portion of Avenue G which adjoins Lot 2 as shown on the Plat to be constructed.

Avenue G shall be constructed according the attached "Typical Street Cross Section – Avenue G".

2. 40th Street has not yet been constructed to the west of the southeast corner of Lot 2. In the event that the owners of the property to the west of the Real Estate (to include property currently owned by C&T Holdings on the south side of the proposed 40th Street), either construct or are required to construct 40th Street from Highway 71 to the east, then:

a. the Owners acknowledge that 40th Street will also be constructed along the south side of Lot 2. The cost of the north half of 40th Street as it adjoins Lot 2 shall be the responsibility of the Owners; and

b. the Owners shall complete any portion of Avenue G, which has not yet been constructed, for which the Owners are responsible

3. The water line that serves Lot 1 shall connect to the City water line that runs along 42nd Street. There is also an existing water line that runs in the vicinity of 40th Street. At such time as Lot 2 is developed, a water line shall either be run along or under Avenue G so that the water lines running along 40th Street and 42nd Street are connected. The water line which serves Lot 2 shall connect to this water line.

4. Sewer connections for each lot shall be made by extending the existing City sewer mains as shown on the attached documents entitled "Connection to Existing Sanitary Sewer" – 40th Street and Avenue G and 42nd Street and Avenue G.

5. The Owners understand that a building permit will not be issued for construction on the Real Estate until an agreement has been signed with a contractor for the construction of the Improvements as required for each lot. No occupancy permit shall be issued for any buildings constructed in the Real Estate until the Improvements are completed.

6. The location, size and layout of the Improvements shall be as provided for in the Plat. The actual construction of the Improvements shall be according to (i) plans and specifications approved by the City, which approval will not be unreasonably withheld, and (ii) all ordinances and codes adopted by the City, as in effect at the time that the Improvements are constructed. The Improvements shall become the property of the City immediately upon acceptance of the Improvements by the City Council. If constructed by the Owners (and not by the City), the Improvements shall be warranted for a period of one year from the date of the acceptance of the Improvements.

7. The Owners agree that the Improvements shall either be paid for by the Owners at the time of completion of each of the Improvements. As an alternative, the Owner may request that the City construct all or certain of the Improvements and that a special improvement district be created to construct each of the types of Improvements, where the Improvements may be included in such a district, subject to the City agreeing to create such a district.

8. Should the Owners fail to construct the Improvements, as agreed to in this Contract, the City may do so. The Owners shall reimburse the City for all costs expended by the City in constructing the Improvements. If so constructed by the City, the City may at its option, assess all or any part of the unreimbursed cost of the Improvements against the properties benefitted by the Improvements. When any installment of special assessments is unpaid for a period of 6 months after the same is delinquent, the City may mail written notice to the Owners of that fact and demand that the Owners pay such installment. If the Owners fail to do so within 30 days after such notice is mailed, the City may proceed by appropriate action to enforce the Owners' liability as described in this paragraph. In any such action the City shall not be limited to the

installments which are currently due but shall be entitled to collect the entire cost of the improvements, plus interest, less sums previously paid. Any forbearance by the City to exercise any right granted to it in this Contract shall not be considered a waiver of the City's rights. Any notice under this paragraph shall be deemed properly sent if sent by certified U.S. mail, postage prepaid, to the Owners at the following addresses:

Zachary Owen and Karyn Owen,
Trustees of the Zachary and Karyn Owen Family Trust
3017 Primrose Drive
Scottsbluff, NE 69361

9. To secure the Owners' liability, the Owners agree to provide security consistent with the policies established by the City. Prior to commencing the construction of the Improvements, the Owners shall present an estimate of the cost of the Improvements to the City. The parties understand that this will be an estimate only and that the actual cost of the Improvements may differ from the estimate. The security furnished by the Owners will be in the amount of the actual cost of the Improvements. It is contemplated that the Owners will enter into a contract for the construction of the Improvements. The actual cost of the Improvements will be determined by the provisions of such contract. If the security furnished by the Owner is a bond or letter of credit, the bond or letter of credit shall provide that upon demand by the City, the City shall be paid all sums which the City is entitled to collect from the Owners under this agreement. If the sums collected by the City under the bond or letter of credit are not sufficient to satisfy the Owners' liability to the City, the Owners will remain liable for the balance. The City may, at its option, assess all or any part of the amounts owed for the Improvements and not covered by the bond or letter of credit and not paid for by Owners.

10. The Owners, for themselves and on behalf of all future grantees and owners, covenant and agree to participate in and not object to the creation of any special improvement districts that may be subsequently created, as provided for in this Contract, to construct and improve the Improvements. It is the intent of the Owners that this paragraph bind all future grantees, heirs and owners and that this covenant and contract runs with the land as it touches and concerns the Real Estate. The Owners further agree that all future transfers or conveyances of lots within the Real Estate shall be subject to and conditioned upon a provision in the deed or conveying document that the grantee or new owner will participate in and not object to the creation of any special improvement districts that may be subsequently created to construct the Improvements. This paragraph and the covenants in it will not be deemed a waiver of the Owners', grantee's or lot owner's right to contest the extent to which it is benefitted by such special improvement district, or to contest the amount of any assessments levied against the Owners', grantee's or lot owner's property.

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

12. The parties agree to execute a Memorandum of Contract suitable for filing in the Office of the Register of Deeds of Scotts Bluff County, Nebraska, to give notice of the fact that this

Contract has been executed. The Owners shall reimburse the City for the costs of filing this Memorandum of Contract.

13. Zachary Owen and Karyn Owen sign this Contract for the purpose of agreeing individually to its terms.

City of Scottsbluff, Nebraska

By _____
Mayor

Attest:

City Clerk

Zachary Owen, as Trustee of the
Zachary and Karyn Owen Family Trust

Karyn Owen, as Trustee of the
Zachary and Karyn Owen Family Trust

Zachary Owen, Individually

Karyn Owen, Individually

City of Scottsbluff, Nebraska

Monday, February 1, 2016

Regular Meeting

Item Subdiv.2

Council to consider a Final Plat of Lots 1 & 2, Tract B&C, Blk. 10, Five Oaks Subdivision, Scotts Bluff County, Nebraska and approve the Resolution.

Staff Contact: Annie Folck, City Planner

Agenda Statement

Item No.

For meeting of: Feb 1, 2016

AGENDA TITLE: Final Plat –Lots 1 & 2, Tr. B&C, Blk. 10, Five Oaks Subdivision, situated in the NW ¼ of Section 14, T22N, R55W of the 6th P.M., Scotts Bluff County, Nebraska.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Development Services

PRESENTATION BY:

SUMMARY EXPLANATION: The applicant(s), C and T Holdings, represented by Baker and Associates, have requested approval of a final plat of Lots 1 & 2, Tracts B & C, Block 10, Five Oaks Subdivision. The property is situated on the southwest corner of 42nd Street and Avenue G. The two lots will be served by sewer lines which will be extended from existing sewer along 42nd Street and 40th Street (see exhibit). Lot 1, on the north, will be served by an existing water line on 42nd Street. Before Lot 2 can be developed, a water line will be extended from 40th to 42nd Street to provide fire protection. The street in front of each lot will also be required to be completed before the lots can be built upon. Additionally, if 40th Street develops between Ave I and Ave G, the property owners will be required to complete Ave G from 40th Street to 42nd Street to handle the additional traffic anticipated. The required improvements and the timeline for their completion will be addressed in the developer's agreement.

Some residents of nearby properties attended the Planning Commission meeting to voice concerns about traffic patterns (see attached minutes). The approved Preliminary Plat is attached to provide clarification on anticipated future traffic patterns.

BOARD/COMMISSION RECOMMENDATION: The Planning Commission at their regular meeting of Jan 11, 2016 made positive recommendation to City Council (see attached minutes)

STAFF RECOMMENDATION: Approve final plat and resolution for filing at the Register of Deeds

EXHIBITS

Resolution X Ordinance Contract Minutes x Plan/Map x

Other (specify) _____

NOTIFICATION LIST: Yes X No Further Instructions C&T Holdings, Bill Trumbull 1310 Circle Drive, Scottsbluff, NE 69361

APPROVAL FOR SUBMITTAL: _____

City Manager

**FINAL PLAT OF
LOTS 1 AND 2, TRACTS B AND C, BLOCK 10, FIVE OAKS SUBDIVISION,
CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA**
SITUATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 55 WEST OF
THE 6TH PRINCIPAL MERIDIAN, CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA

Sheet Revisions		
Date	Description	Initials
12-2-2015	DRAFTED FINAL PLAT	BEG

Baker
120-EAST-16TH-STREET
SCOTTSBLUFF, NE-68581
308-632-3123
www.baker-eng.com

Baker & Associates Inc.
Engineers * Architects * Surveyors
COPYRIGHT 2015

Final Plat of Block 10, Five Oaks Subdivision			
Title Sheet			
Baker Project Number: 023-005-15			
Project Location: City of Scottsbluff, Nebraska			
Owners: C & T Holdings, L.L.C.			
Project Code	Last Mod. Date	Subset	Sheet No.
023	12-2-2015	1 of 3	1



VICINITY MAP
NOT TO SCALE

INDEX OF SHEETS

PAGE 1	TITLE SHEET
PAGE 2	SIGNATURE SHEET
PAGE 3	PLAN SHEET

BLOCK 10 PROPERTY DESCRIPTION

(INCLUDING RIGHT OF WAY)

A PARCEL OF UNPLATTED LANDS KNOWN AS BLOCK 10 FIVE OAKS SUBDIVISION INCLUDING THE WEST HALF OF AVENUE G AND 7 FEET OF RIGHT OF WAY DEDICATION FOR 42ND STREET, CONTAINING 121,920 SQ. FT. (2.799 ACRES), MORE OR LESS, IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 55 WEST, OF THE 6TH PRINCIPAL MERIDIAN, IN SCOTTS BLUFF COUNTY, NEBRASKA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 55 WEST, OF THE 6TH PRINCIPAL MERIDIAN, WHENCE THE WEST QUARTER CORNER OF SAID SECTION 14, BEARS SOUTH 02°03'39" WEST, A DISTANCE OF 2675.32 FEET; THENCE ALONG NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 14, SOUTH 88°13'30" EAST, A DISTANCE OF 707.67 FEET; THENCE SOUTH 01°46'30" WEST, A DISTANCE OF 33.00 FEET TO A POINT ON THE EXISTING SOUTH RIGHT OF WAY OF 42ND STREET AND TO THE POINT OF BEGINNING;

THENCE ALONG THE SOUTH RIGHT OF WAY OF 42ND STREET SOUTH 88°13'30" EAST, A DISTANCE OF 176.50 FEET TO A POINT ON THE EXISTING WEST RIGHT OF WAY LINE FOR AVENUE G;

THENCE ALONG SAID EXISTING WEST RIGHT OF WAY LINE, SOUTH 02°09'33" WEST, A DISTANCE OF 691.92 FEET TO A POINT ON THE EXISTING NORTH RIGHT OF WAY LINE OF WEST OAK BLVD;

THENCE ALONG SAID EXISTING NORTH RIGHT OF WAY LINE, NORTH 87°28'29" WEST, A DISTANCE OF 176.50 FEET;

THENCE DEPARTING SAID EXISTING NORTH RIGHT OF WAY LINE ALONG THE EAST LINE OF BLOCK 9 FIVE OAKS, NORTH 02°09'33" EAST, A DISTANCE OF 689.61 FEET, TO THE SOUTH RIGHT OF WAY OF 42ND STREET AND TO THE POINT OF BEGINNING;

SURVEYOR'S CERTIFICATE

I, CARL JOHN GILBERT, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF NEBRASKA, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE IN NOVEMBER 2015, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF NEBRASKA DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL APPLICABLE PROVISIONS OF THE SCOTTS BLUFF COUNTY AND THE CITY OF SCOTTSBLUFF SUBDIVISION REGULATIONS.

I ATTEST THE ABOVE ON THIS ____ DAY OF _____, 2015.

CARL JOHN GILBERT
NEBRASKA PROFESSIONAL LAND SURVEYOR NO. 731
FOR AND ON BEHALF OF BAKER AND ASSOCIATES INC.
PHONE : 308-632-3123

**FINAL PLAT OF
LOTS 1 AND 2, TRACTS B AND C, BLOCK 10 ,FIVE OAKS SUBDIVISION,
CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA**

SITUATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 55 WEST OF
THE 6TH PRINCIPAL MERIDIAN, CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA

SURVEY NOTES

1. THIS SURVEY RELIES ON CHICAGO TITLE INSURANCE COMPANY, ORDER NO. 24309. NO TITLE SEARCH WAS MADE BY BAKER AND ASSOCIATES, INC., TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. ALL TAX INFORMATION, LIENS, LEASES, ASSIGNMENTS, AGREEMENTS, MOTIONS, DECLARATIONS, PROVISIONS, CONDITIONS, RESERVATIONS, RESTRICTIONS, ZONING, COVENANTS, WATER AND MINERAL RIGHTS AND OBLIGATIONS FOR THE PROPERTY SHOWN HEREON ARE REFLECTED IN SAID TITLE COMMITMENT. BAKER AND ASSOCIATES INC. OBTAINED ADDITIONAL RIGHT OF WAY INFORMATION AND DOCUMENTS IN THE COURSE OF THE PLAT PREPARATION THAT ARE SHOWN HEREON AND ARE NOT REFLECTED ON SAID TITLE COMMITMENT
2. THE MONUMENTATION RECOVERED WAS LOCATED BY A COMBINATION OF GLOBAL POSITIONING SYSTEM (GPS) FAST STATIC, RTK AND RTK DATA LOGGING TECHNIQUES. CONVENTIONAL SURVEY METHODS WERE APPLIED WHEN REQUIRED.
3. BASIS OF BEARINGS: ALL BEARINGS ARE BASED ON THE LINE CONNECTING THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 55 WEST, OF THE 6TH PRINCIPAL MERIDIAN AND THE WEST SIXTEENTH CORNER OF SAID SECTION 14, BEING A GRID BEARING OF SOUTH 88°13'30" EAST A DISTANCE OF 1326.35' FEET AS OBTAINED FROM A GLOBAL POSITIONING SYSTEM (GPS) SURVEY BASED ON THE NEBRASKA HIGH ACCURACY REFERENCE NETWORK (NHARN). SAID GRID BEARING IS NAD 83 (2011) NEBRASKA STATE PLANE ZONE 2600.
4. ALL DIMENSIONS SHOWN HEREON ARE U.S. SURVEY FEET
5. NOTICE: YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE (3) YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION, BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN (10) YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

APPROVAL AND ACCEPTANCE

THE FOREGOING PLAT OF LOTS 1 & 2, TRACTS B AND C, BLOCK 10, FIVE OAKS SUBDIVISION, CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA AND UNPLATTED LANDS, WAS APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SCOTTSBLUFF, NEBRASKA, BY RESOLUTION DULY PASSED THIS DAY OF _____, 2016.

BY:

RANDY MEININGER, MAYOR

SEAL

ATTESTED:

CITY CLERK

Sheet Revisions		
Date	Description	Initials
12-2-2015	DRAFTED FINAL PLAT	BEG
1-5-2016	REMOVED WEBB SIGNATURES	BEG


Baker & Associates Inc.
Engineers * Architects * Surveyors
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Final Plat of Block 10, Five Oaks Subdivision Signature Sheet			
Baker Project Number: 023-005-15			
Project Location: City of Scottsbluff, Nebraska			
Owners: C & T Holdings, L.L.C.			
Project Code	Last Mod. Date	Subset	Sheet No.
023	1-5-2016	2 of 3	2

OWNER'S STATEMENT

WE, THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS IN THE LAND DESCRIBED HEREIN, HAVE LAID OUT, SUBDIVIDED, AND PLATTED SAID LANDS INTO LOTS 1 AND 2, TRACTS B AND C, BLOCK 10 OF FIVE OAKS, AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF LOTS 1 AND 2, TRACTS B AND C, BLOCK 10 OF FIVE OAKS SUBDIVISION. TRACTS B AND C ARE DEDICATED FOR PUBLIC RIGHT OF WAY. THE ENTITIES RESPONSIBLE FOR PROVIDING THE SERVICES FOR WHICH THE RIGHT OF WAYS ARE ESTABLISHED ARE HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTIES.

BY: _____
REPRESENTATIVE OF C & T HOLDINGS L.L.C.

STATE OF NEBRASKA)
)SS
COUNTY OF SCOTTS BLUFF)

ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2016,

BY _____
WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: _____

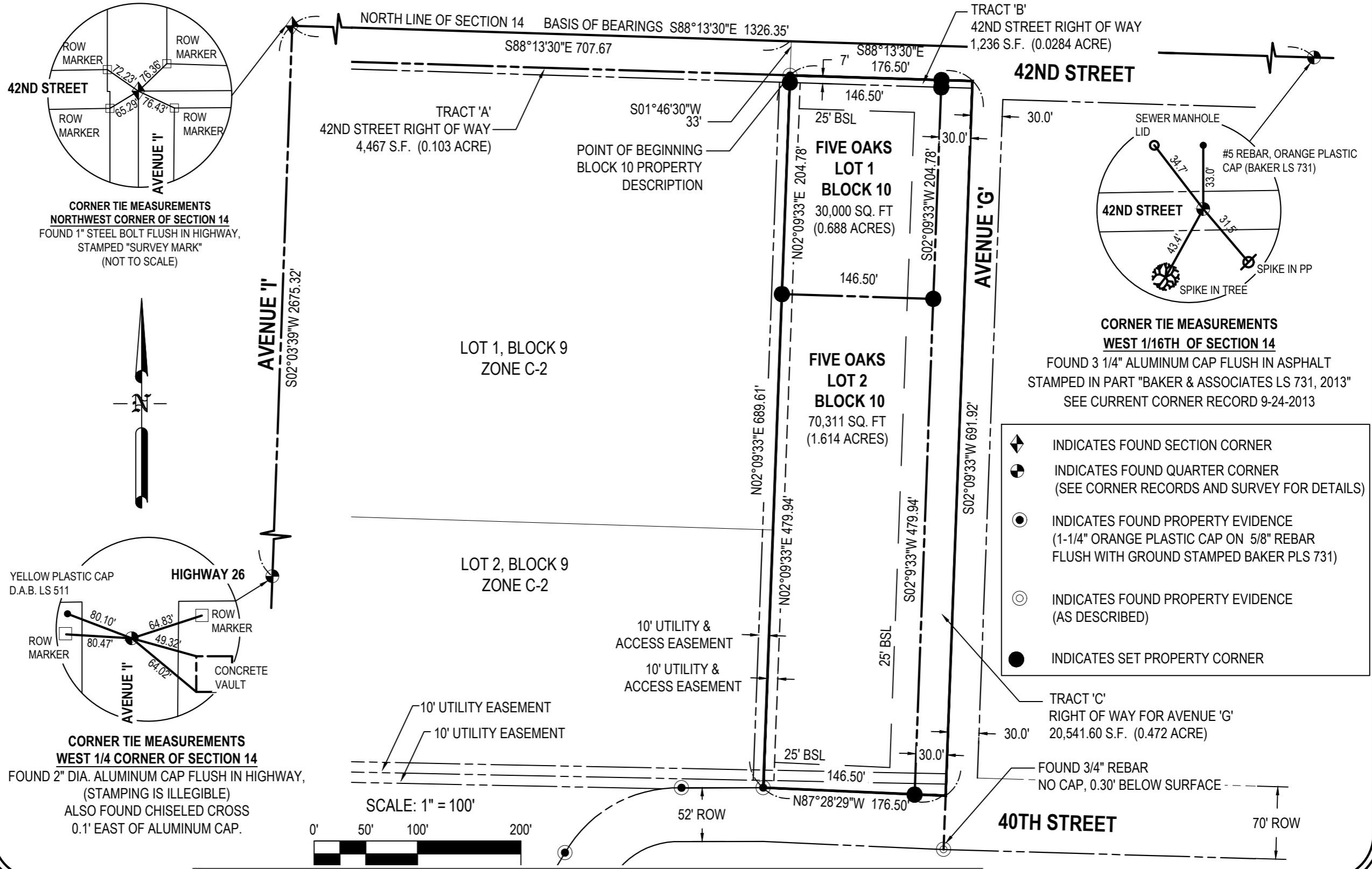
NOTARY PUBLIC

**FINAL PLAT OF
LOTS 1 AND 2, TRACTS B AND C, BLOCK 10, FIVE OAKS SUBDIVISION,
CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA**
SITUATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 55 WEST OF
THE 6TH PRINCIPAL MERIDIAN, CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA

Sheet Revisions		
Date	Description	Initials
12-2-2015	DRAFTED FINAL PLAT	BEG
12-11-2015	REVISED 26' ROW TO 30'	BEG

Baker & Associates Inc.
120-EAST-16TH-STREET
SCOTTSBLUFF, NE-68901
308-632-3123
www.baker-eng.com
Engineers * Architects * Surveyors
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Final Plat of Block 10, Five Oaks Subdivision Plan Sheet			
Baker Project Number: 023-005-15			
Project Location: City of Scottsbluff, Nebraska			
Owners: C & T Holdings, L.L.C.			
Project Code	Last Mod. Date	Subset	Sheet No.
023	12-11-2015	3 of 3	3

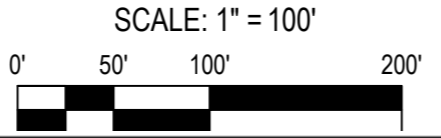


**CORNER TIE MEASUREMENTS
NORTHWEST CORNER OF SECTION 14**
FOUND 1" STEEL BOLT FLUSH IN HIGHWAY,
STAMPED "SURVEY MARK"
(NOT TO SCALE)

**CORNER TIE MEASUREMENTS
WEST 1/16TH OF SECTION 14**
FOUND 3 1/4" ALUMINUM CAP FLUSH IN ASPHALT
STAMPED IN PART "BAKER & ASSOCIATES LS 731, 2013"
SEE CURRENT CORNER RECORD 9-24-2013

- ◆ INDICATES FOUND SECTION CORNER
- INDICATES FOUND QUARTER CORNER (SEE CORNER RECORDS AND SURVEY FOR DETAILS)
- INDICATES FOUND PROPERTY EVIDENCE (1-1/4" ORANGE PLASTIC CAP ON 5/8" REBAR FLUSH WITH GROUND STAMPED BAKER PLS 731)
- INDICATES FOUND PROPERTY EVIDENCE (AS DESCRIBED)
- INDICATES SET PROPERTY CORNER

**CORNER TIE MEASUREMENTS
WEST 1/4 CORNER OF SECTION 14**
FOUND 2" DIA. ALUMINUM CAP FLUSH IN HIGHWAY,
(STAMPING IS ILLEGIBLE)
ALSO FOUND CHISELED CROSS
0.1' EAST OF ALUMINUM CAP.



RESOLUTION NO. _____

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

That the final plat of Lots 1 and 2, Tract B and C, Block 10, Five Oaks Subdivision City of Scottsbluff, Scotts Bluff County, NE, situated in the NW ¼ of Section 14, T22N, R55W of the 6th P.M., City of Scottsbluff, Scotts Bluff County, NE dated December 17, 2015, duly made, acknowledged and certified, is approved. Such Plat is ordered filed and recorded in the office of the Register of Deeds, Scotts Bluff County, Nebraska.

Passed and approved this 1st day of February 2016.

Mayor

Attest:

City Clerk

SEAL

City of Scottsbluff, Nebraska

Monday, February 1, 2016

Regular Meeting

Item Public Inp1

Council to consider a Proclamation for Problem Gambling Awareness Month.

Staff Contact: Cindy Dickinson, City Clerk



PROBLEM GAMBLING AWARENESS MONTH

WHEREAS, our community is home to individuals and families adversely affected by problem gambling; and

WHEREAS, compulsive gambling is often hidden from family members, social services and mental health professionals; and

WHEREAS, compulsive gambling often occurs in combination with other disorders such as chemical dependency and depression; and

WHEREAS, it is important to raise awareness of the warning signs of compulsive gamblers and connect them with professional help.

NOW, THEREFORE, I, Randy Meininger, Mayor of Scottsbluff, Nebraska, do hereby proclaim March, 2016, as “**Problem Gambling Awareness Month**” and urge citizens to learn more about the consequences of problem gambling.

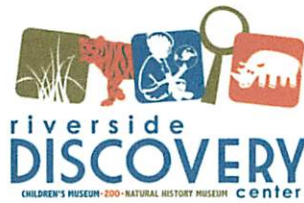
Date: _____ Signed: _____
Randy Meininger, Mayor

City of Scottsbluff, Nebraska
Monday, February 1, 2016
Regular Meeting

Item Public Inp2

Council to receive a presentation from the Riverside Discovery Center.

Staff Contact: Anne James, RDC Executive Director

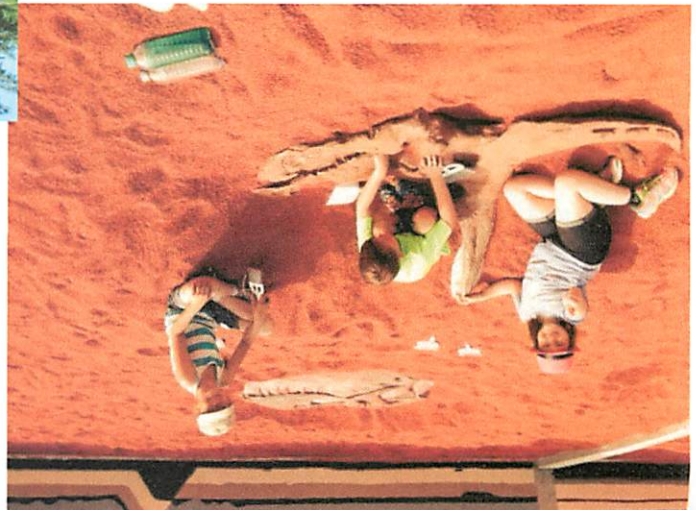


Riverside Discovery Center

Quarterly Report to City of Scottsbluff

October 2015

- Mission: To inspire a sense of awe and stewardship for the natural world by supporting conservation, education, discovery and recreation
- Vision: To be a premier center for tourists and families, providing an attractive and safe destination for great experiences, discovery and quality education.
- Board of Directors: Martin Mickey, President, Troy Hilyard, Treasurer; Gayle Rojas, Secretary; members—Maren Chaloupka, Cathy Eastman, Kare Heilbrun, Darlene Kovarik, Buzz Lenhart, Lisa Mohr, Joi Phelps, Jill Pleick, Kerri Schnase-Berge, Lorrell Walter. City representative: Raymond Gonzales
- Staff: Anne James, Executive Director; Peter Halliday, Zoo Director; Amber Schiltz, Education Curator; Zookeepers—Laurel Hauf, Robin Lavoine, Tori Reynolds, Michael Gillen, Frankie Ayala, Adrianne Leopard; Maintenance—Danny Lara, Alice Lara; Gift Shop—Kimber Duncan, Valencia Lara, Mary Ann Closson
- Attendance for fiscal year Oct. 1, 2014—Sept. 30, 2015: 37,567 (increase of 1,850 over 2014's total)
- Memberships: 619
- New Capital Construction: Dino Dig opened in July 2015. 20 museum quality fossil replicas are buried and awaiting excavation by young paleontologists. This proved to be a very popular attraction! Consulting paleontologist—Lorin King, WNCC instructor
- Education : Safety Safari, in partnership with Regional West Medical Center
 - Dino Summer Camps, Sensory Safari
 - Zoofari Youth volunteer program
 - Docents, trained educational volunteers
 - Classroom programs from Imperial, NE—Wheatland, WY (220 mile radius)
- Special Events: New in 2015—Zoo Tunes (6 were held from June—Aug.) These featured local bands and either ice cream floats, wine or beer tasting and food. 284 people attended and enjoyed the evenings at the RDC. Net profit \$827.86
 - Zoobilee: 231 persons attended “Chimpalooza”. The featured band was the Blues Brothers Bootleg Roadshow. Caddies Bar & Grill donated all food items. Net profit \$5,990
 - Zoo Carnival, Party for the Planet, Jack's 50th Birthday, OT Days parade and more



Year end balance sheet total liabilities and equity: \$2,041,994

- Finances: Year end profit/loss showed a net income of \$45,269

City of Scottsbluff, Nebraska

Monday, February 1, 2016

Regular Meeting

Item Reports1

Remove from table the letter of intent with Nebraska Public Power District for the Solar Project (January 4, 2016 meeting).

Staff Contact: Nathan Johnson, Assistant City Manager

City of Scottsbluff, Nebraska

Monday, February 1, 2016

Regular Meeting

Item Reports2

Council to consider a letter of intent with Nebraska Public Power District for the Solar Project and authorize the Mayor to sign the acceptance letter.

Staff Contact: Nathan Johnson, Assistant City Manager



Nebraska Public Power District
"Always there when you need us"

Timothy J. Arlt
General Manager Retail
(402) 563-5812
Email: tjarit@nppd.com

January 22, 2016

Randy Meininger, Mayor
City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361-2495

Subject: Letter of Intent (LOI) for Scottsbluff Community Solar Project

Nebraska Public Power District ("NPPD") and the City of Scottsbluff, Nebraska ("City"), each sometimes hereinafter referred to singularly as "Party" and collectively as "Parties," are pursuing a community solar project to be located within the City of Scottsbluff. The purpose of this LOI is to document the understanding of the Parties as it relates to the community solar project and the agreements necessary to formalize the arrangements between the Parties.

Notwithstanding the exit provisions listed below, it is the intent of the Parties to move forward with the community solar project in the absence of either (i) the Nebraska State Legislature adopting "renewable" incentives through LB 423 or (ii) the developer being awarded a United States Department of Agriculture (USDA) Rural Energy for America Program (REAP) Grant, either of which may be applicable to the project and lower project costs.

General

It is the Parties' understanding and intent that:

- NPPD has solicited bids through a request for proposals (RFP) for potential developers of a photovoltaic power station not to exceed 100kW AC, to be located within the City (the "Project").
- The project will be sited in the proximity of 515 1st Avenue, Scottsbluff, Nebraska where it can be connected with the electric distribution system. The exact location of the Project is yet to be determined by the Parties and key factors to be considered for the siting will be visibility, interconnection access, property constraints, and cost. NPPD will cooperate with the City and the developer to accomplish the siting in accordance with these objectives.
- NPPD will provide for interconnection of the Project to the electric distribution system at no cost to the City or developer.

Columbus General Office
1414 15th Street / P.O. Box 499 / Columbus, NE 68602-0499
Telephone: (402) 564-8561 / Fax: (402) 563-5551

- NPPD will purchase the entire output of the Project pursuant to the terms and conditions of a Power Purchase Agreement ("PPA") between NPPD and the developer chosen through the RFP process.
- City and NPPD will work together to market the Project with the intent of getting the Project fully subscribed by end-use customers. In the absence of getting the Project fully subscribed, the City will assign any unsubscribed amounts of the Project to City accounts.
- The City will enter into a "make-whole agreement" with NPPD at a later date, when the agreement is developed.

Agreements

The Parties understand that certain agreements and/or documentation will be required to facilitate the arrangements between the Parties as they relate to the Project, namely:

- Any documents related to the acquisition of real estate by the City for the Project.
- PPA between NPPD and developer for the entire output of the Project.
- The developer will complete and submit a Generator Interconnection Agreement and associated K-450 application to NPPD. This is required to interconnect into NPPD's system and is an agreement between developer and NPPD.
- Make-whole agreement between City and NPPD. The make-whole agreement is necessary to mitigate cost shifts to other NPPD customers or communities. The make-whole agreement conveys that in the event the PPA price in any given month exceeds/is less than NPPD's cost avoidance for the Scottsbluff billing district, the City or NPPD, as applicable, will "make whole" the other Party the difference between the PPA price and the avoidance. NPPD has prepared an estimated 20 year annual cost/benefit analysis (below) based on inputs from the RFP process.

Estimated Annual cost or (benefit)	year	2017	2021	2026	2031	2036
w/only Federal ITC - GFPS avoided cost		\$ 2,949.66	\$ 3,389.88	\$ 4,008.42	\$ 4,711.49	\$ 5,509.41
w/ State Credits - GFPS avoided cost		\$ (364.56)	\$ (195.78)	\$ 51.98	\$ 345.94	\$ 692.44
w/ REAP Grant - GFPS avoided cost		\$ (364.56)	\$ (195.78)	\$ 51.98	\$ 345.94	\$ 692.44
w/ REAP & State Credits - GFPS avoided cost		\$ (2,850.23)	\$ (2,885.03)	\$ (2,915.34)	\$ (2,928.22)	\$ (2,920.28)

If the City or NPPD is signatory one or more of the agreements described, any such agreement shall be subject to final approval by the respective governing body or bodies (City Council and Board of Directors) of the signatory Party.

Exit Provisions

- The City will have the discretionary right not to move forward with this Project in the event that the Nebraska State Legislature fails to adopt "renewable" energy incentives through LB 423.
- The City will have the discretionary right not to move forward with this Project in the event the developer fails to be awarded a USDA REAP Grant for the Project.

- The City shall have the discretionary right not to move forward with this Project in the event there is no Developer to complete and submit a Generator Interconnection Agreement and associated K-450 Application by January 1, 2017.
- The City shall have the discretionary right not to move forward with this Project in the event the purchase price for the real estate to be purchased by the City exceeds \$20,000.00 or NPPD does not agree to repurchase the real estate from the City following the decommission date.

If this LOI is acceptable, please so indicate by signing each original in the space provided, return one original to me and retain the other original for your files.

Sincerely,



Timothy J. Art
General Manager of Retail

ACCEPTED:

City of Scottsbluff, Nebraska

By: _____
 Printed Name: Randy Meininger
 Title: Mayor, Scottsbluff, Nebraska
 Date: _____

City of Scottsbluff, Nebraska

Monday, February 1, 2016

Regular Meeting

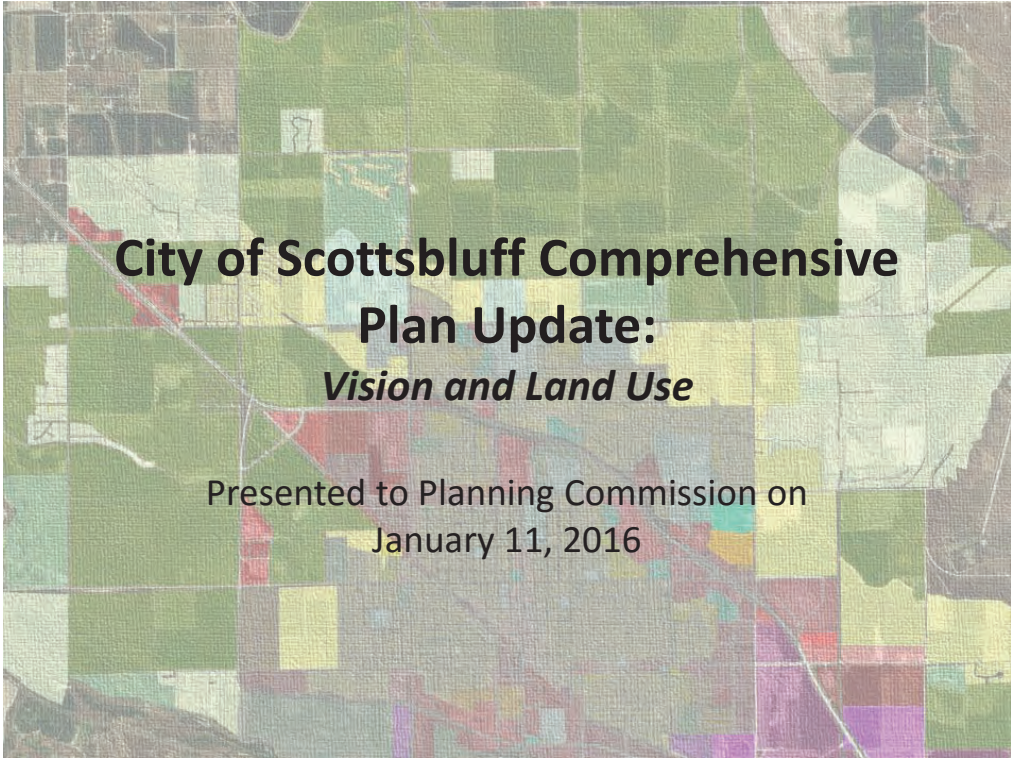
Item Reports3

Council to receive an update on the Comprehensive Development Plan.

Staff Contact: Rick Kuckkahn, City Manager

Process

- Kick-off: Summer 2014
- Strategic economic development plan, demographic trend analysis, utilities study.
- Fall 2015: Public Engagement
- Winter 2015-2016: Drafting the updated plan



Community Participation

- Issue identification and vision shaping
- Three Open Houses
 - Coincided with parent-teacher conferences
 - Bluffs Middle School, Roosevelt, Westmoor
- Online Survey
 - 186 Responses
- Focus Groups
 - Elderly
 - Southeast Scottsbluff- English speaking
 - Southeast Scottsbluff- Spanish speaking
 - Lakota Lutheran Center lunch discussion



“Describe your vision” (Whole Community)



“Describe the best aspects of Scottsbluff’s character” (Whole Community)



Community Input Response- Issue Identification

- Parks
 - Maintenance very important
 - More places to sit/gather
 - Maintain open space for activities
- Safety and wellness
 - Safety and access to walking and cycling is important
 - Drugs and crime problems are equally as important to address as community development
 - Comfortable, low-stress, less connected in Southeast

Community Input Response- Issue Identification

- Transportation
 - Ease of vehicle access and close parking options are important to residents
 - Public transit alternatives greatly needed
 - Walkability for all ages (especially children)
- Community Design
 - Memorable, attractive places and buildings desired
 - Well kept properties, get rid of blight

Vision Development

We are a community of choice.



Vision: What's our purpose?

Scottsbluff will be a place where current and future generations want to pursue their aspirations- a place of opportunity.

Scottsbluff will be a place where current and future generations want to pursue their aspirations- a place of opportunity.

- In the next 10-years we will focus on the following themes:
 - Interconnection of neighborhoods and amenities
 - Sustainable development
 - Access to entertainment and recreation
 - Strong neighborhoods and places, rooted in our unique character

Scottsbluff will be a place where current and future generations want to pursue their aspirations- a place of opportunity.

- We will do this by:
 - Growing as a regional leader of commerce and economic opportunity in western Nebraska
 - Living into the unique character of being a city in the country
 - Promoting the health and happiness of all citizens
 - Inclusive opportunities for participation in civic life

Focus on: Land Use

Scottsbluff-Gering-Terrytown

Growth Scenarios	2010	2015	2020	2025	2030	2035	Change 2010-2035	% Change 2010-2035
1% Annual Growth Rate	24,737	25,999	27,325	28,719	30,184	31,724	6,987	28.2%
.7% Annual Growth Rate	24,737	25,615	26,524	27,466	28,440	29,450	4,713	19.1%
.5% Annual Growth Rate	24,737	25,362	26,002	26,659	27,332	28,022	3,285	13.3%
.25% Annual Growth Rate	24,737	25,048	25,362	25,681	26,004	26,330	1,593	6.4%
Natural Population Change*	24,737	25,295	25,871	26,468	27,094	27,764	3,027	12.2%
Past 10-year Growth Rate^	24,737	25,582	26,456	27,359	28,294	29,260	4,523	18.3%
-.25% Annual Growth Rate	24,737	24,429	24,125	23,825	23,529	23,236	-1,501	-6.1%

*Cohort component without migration
 ^ .6% Annual Growth Rate

Scottsbluff alone

Growth Scenarios	2010	2015	2020	2025	2030	2035	Change 2010-2035	% Change 2010-2035
1% Annual Growth Rate	15,039	15,806	16,612	17,460	18,350	19,286	4,247	28.2%
.7% Annual Growth Rate	15,039	15,573	16,126	16,698	17,291	17,904	2,865	19.1%
.5% Annual Growth Rate	15,039	15,419	15,808	16,207	16,617	17,036	1,997	13.3%
.25% Annual Growth Rate	15,039	15,228	15,419	15,613	15,809	16,008	969	6.4%
Natural Population Change*	15,039	15,307	15,617	15,946	16,276	16,621	1,582	10.5%
Past 10-year Growth Rate^	15,039	15,196	15,355	15,516	15,678	15,842	803	5.3%
-.25% Annual Growth Rate	15,039	14,806	14,581	14,356	14,131	13,906	-1,133	-7.5%

*Cohort component without migration
 ^ .6% Annual Growth Rate

Land use Projections

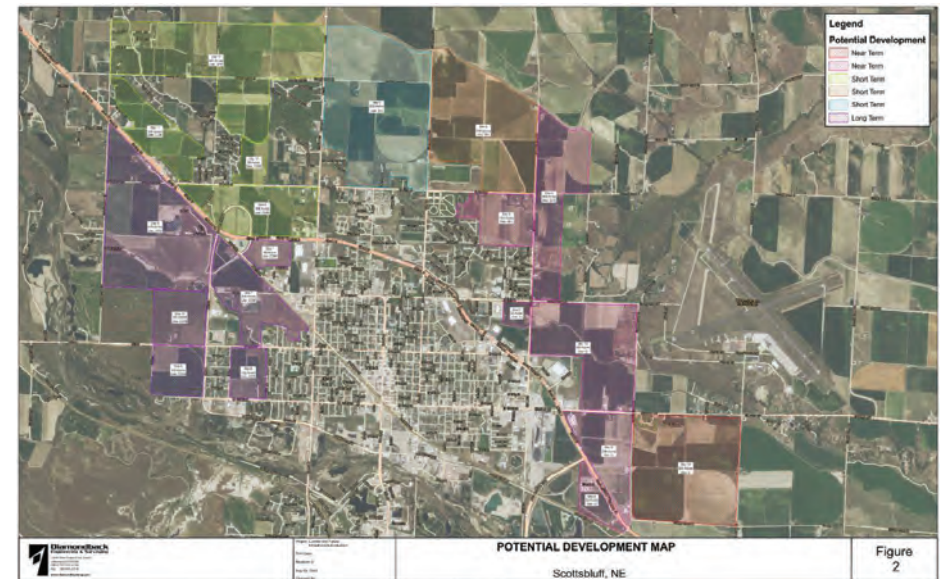
2035 Projected Population= 16,008

Growth Scenario	2010	2015	2020	2025	2030	2035	Change 2010-2035	% Change 2010-2035
.25% Annual Growth Rate	15,039	15,228	15,419	15,613	15,809	16,008	969	6.4%

Past 10-year rate was .21% annual growth rate

Use	Current Use	Additional Need (Acres)	Total Projected Need (Acres)	Projected Designated Land at current LOS	
				Acres	Multiplier over projected need
Residential	1436	92.5	1528.5	1621	2.0
Commercial	721.28	47.7	768.9	793	1.5
Industrial (ETJ)	778.63	51.5	830.1	933	3.0
Park	358.35	23.1	381.4	381	
Mixed Use					

Utilities Study



Utilities Study

- Where can utilities be extended?
- Cost per acre
- Major system improvements needed
 - Water towers
 - Lift Stations
 - Treatment Plant Upgrades
- Road Map for future development

Future Land Use Map

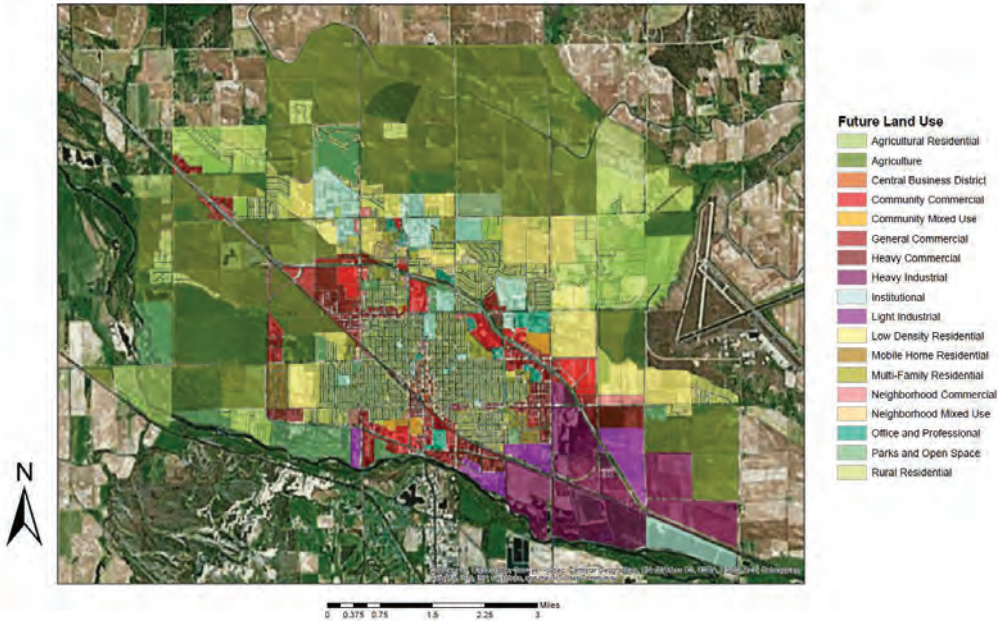
- What we want to become, not what currently exists
- Can be amended
- Zone Changes must conform to map
- Remember the vision!

Scottsbluff will be a place where current and future generations want to pursue their aspirations- a place of opportunity.

- Interconnection of neighborhoods and amenities
- Sustainable development

- Strong neighborhoods and places, rooted in our unique character

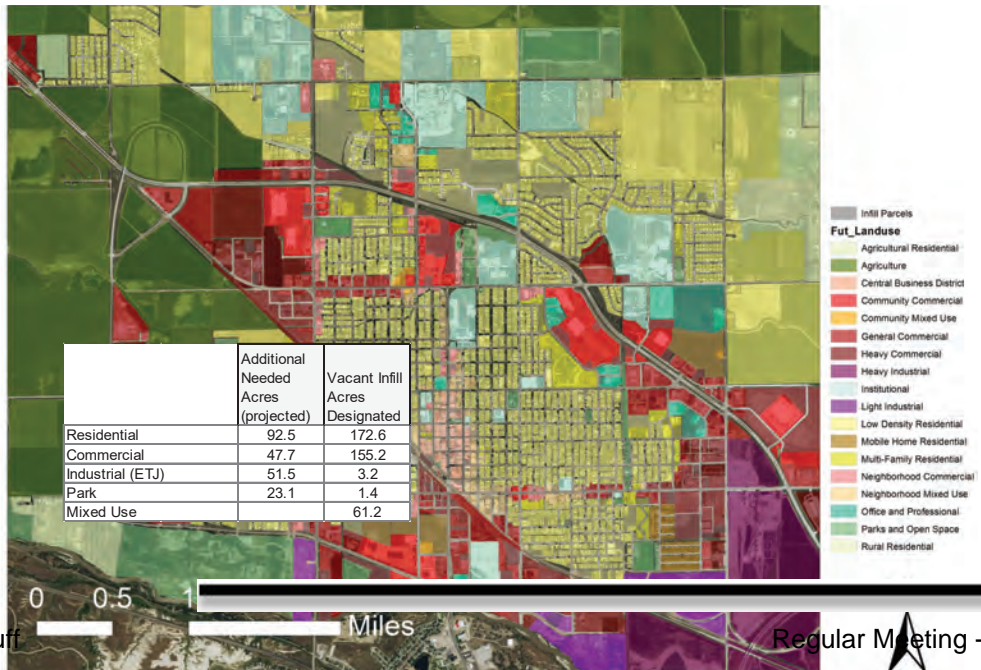
City of Scottsbluff and Extraterritorial Jurisdiction Future Land Use Map 2035



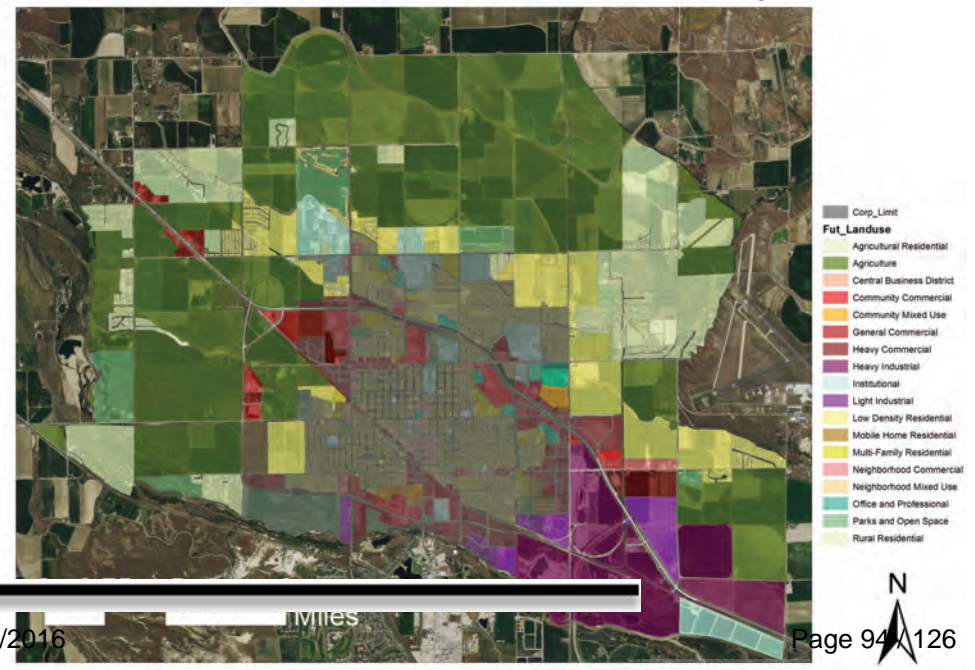
Scottsbluff Future Land Use Map



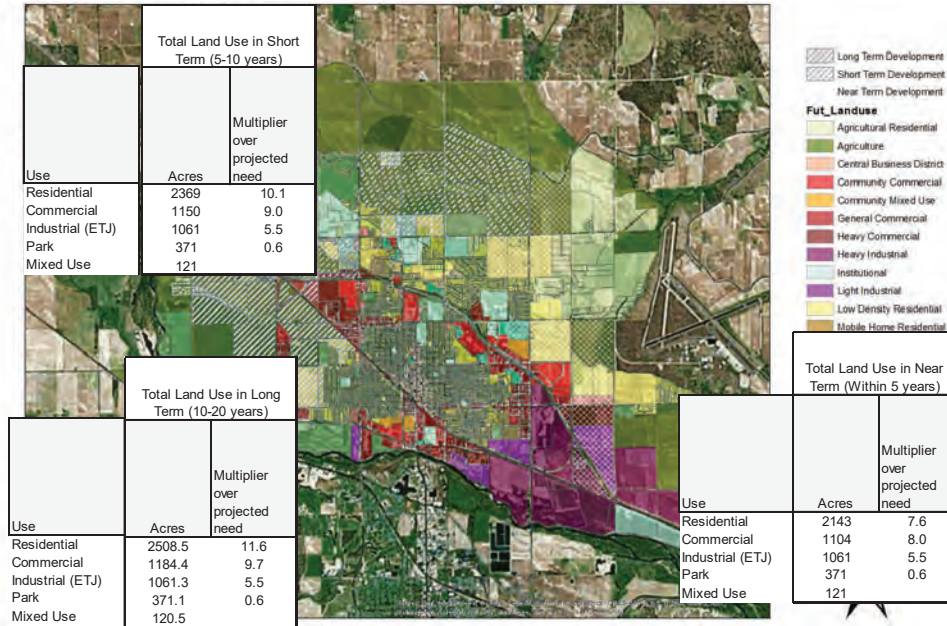
Future Land Use-Infill



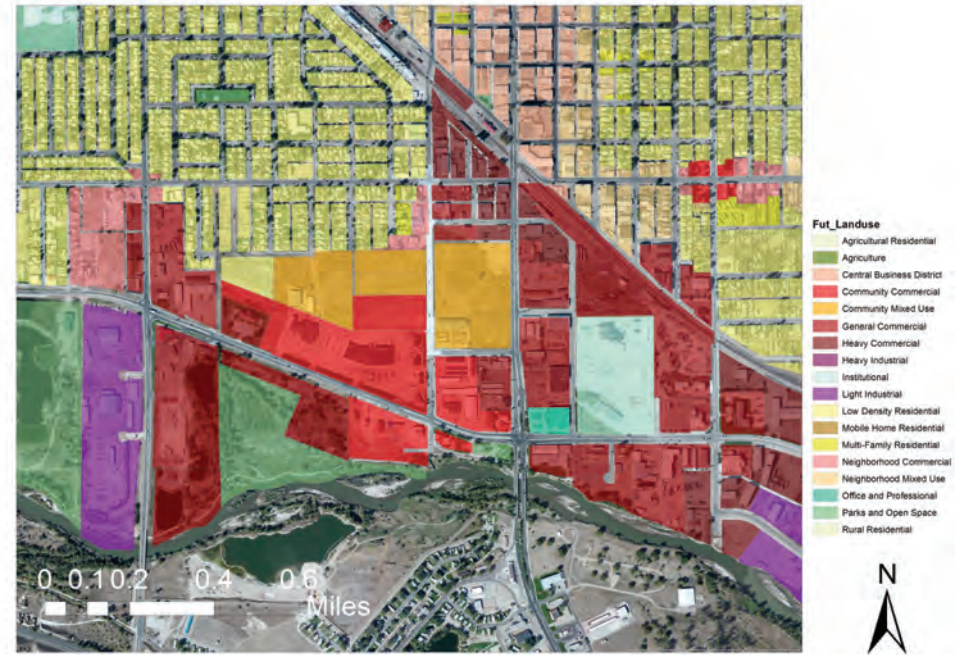
Scottsbluff Future Land Use Map



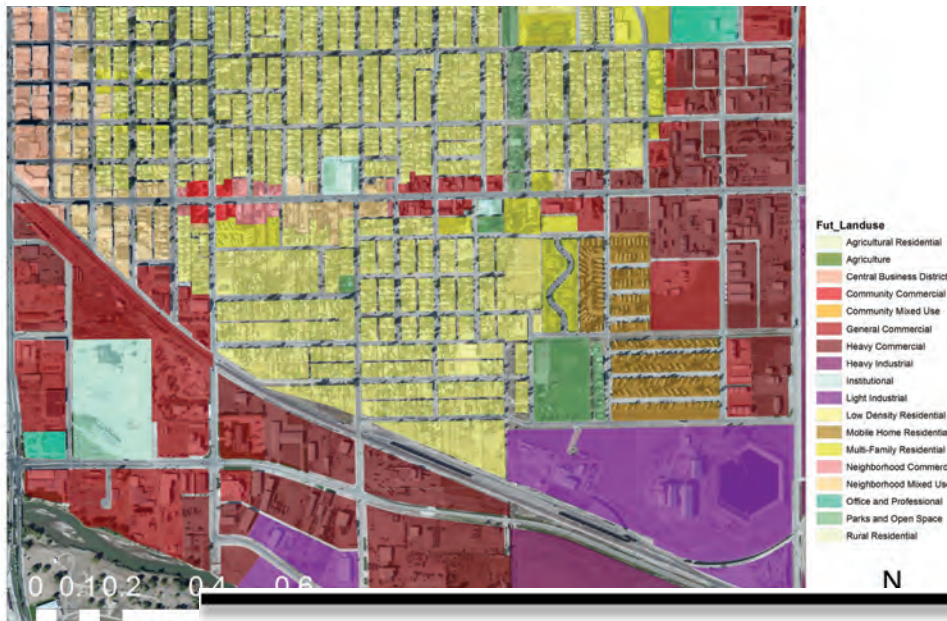
Future Land Use-with 5, 10, and 20 year projections



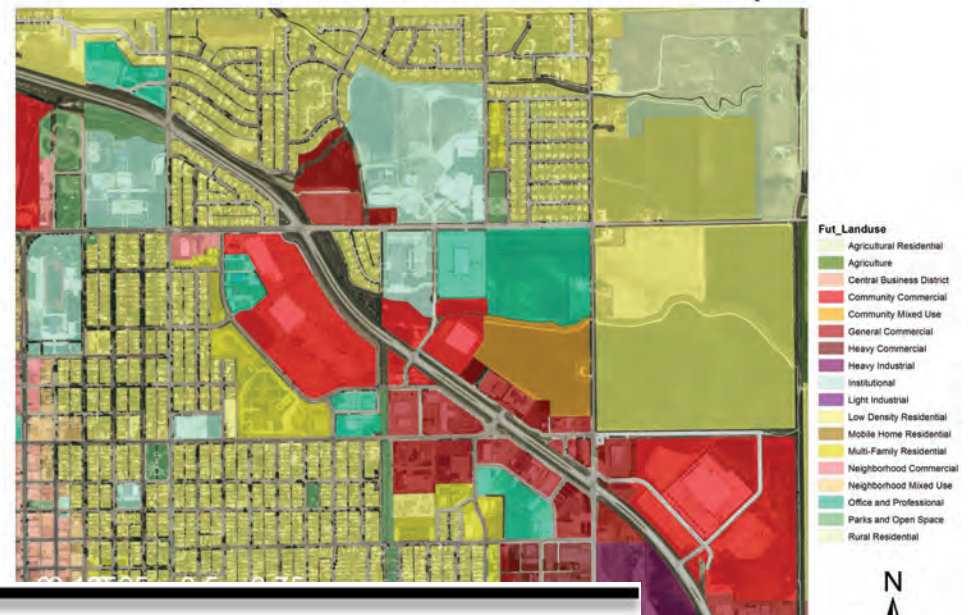
Future Land Use- S. Broadway & South Beltline



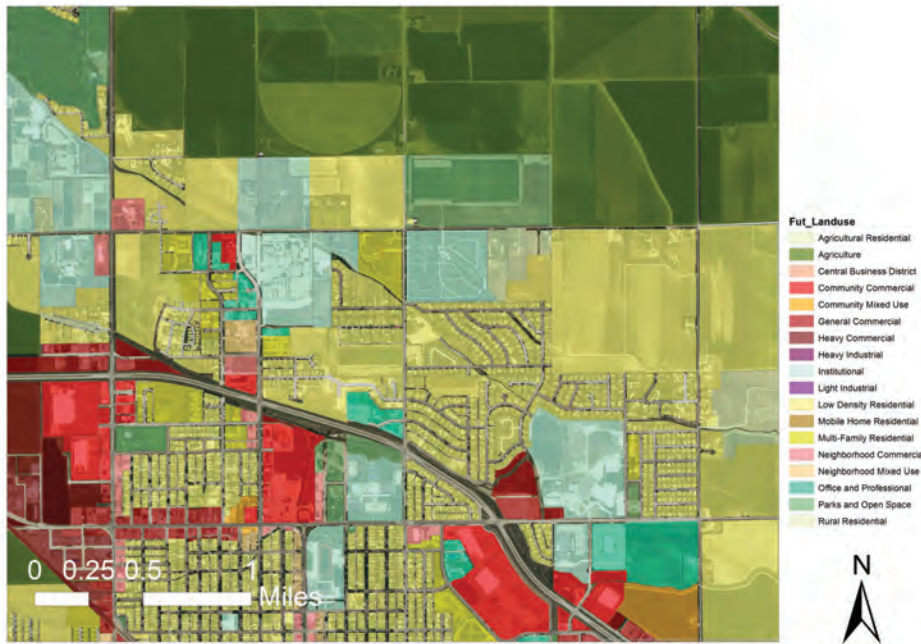
Future Land Use- Southeast



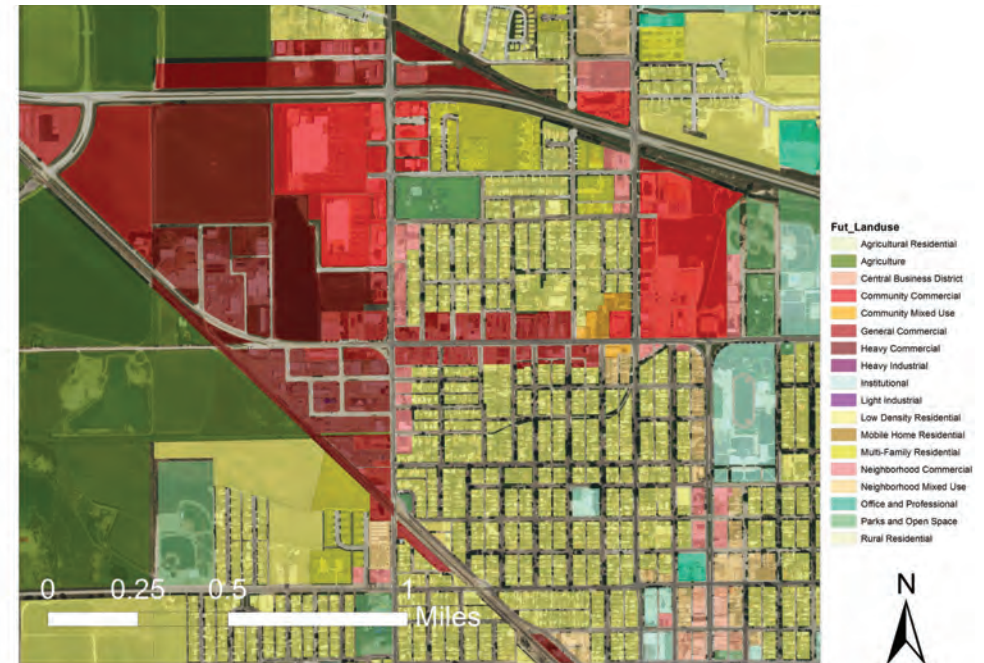
Future Land Use- Northeast



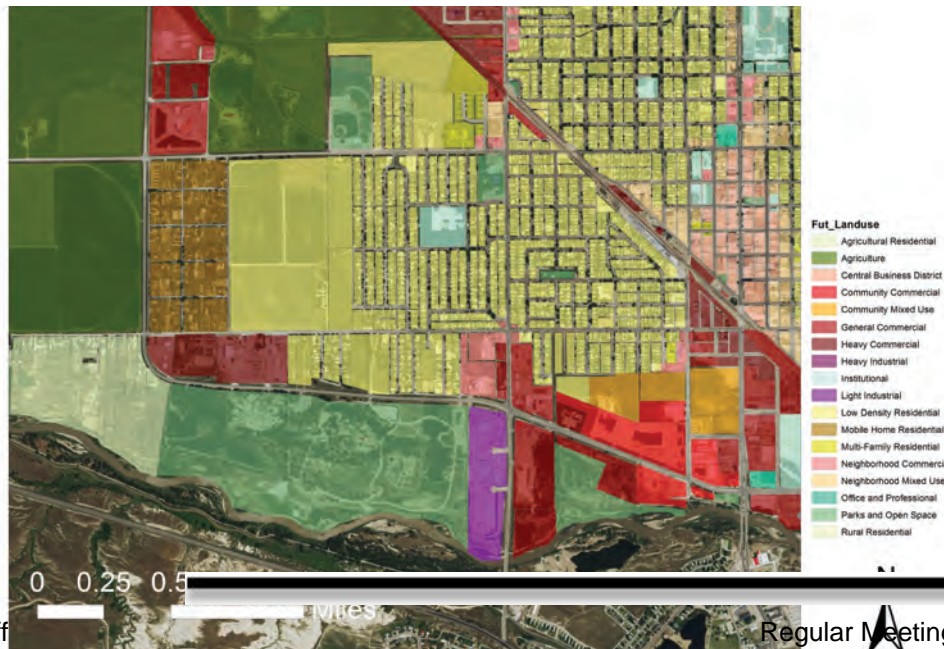
Future Land Use- North of Highway 26



Future Land Use- Northwest



Future Land Use- Southwest



Implementation of Land Use Changes

- Decision making- timing
- Zoning is *one* tool, of many, for bringing about desired change
- Form-based code
- Stick to the vision

Scottsbluff will be a place where current and future generations want to pursue their aspirations- a place of opportunity.

City of Scottsbluff, Nebraska

Monday, February 1, 2016

Regular Meeting

Item Reports4

Council discussion and instructions to staff regarding legal representation on the Scott Bluff County CAD/RMS system.

Staff Contact: Rick Kuckkahn, City Manager

City of Scottsbluff, Nebraska

Monday, February 1, 2016

Regular Meeting

Item Reports5

Council to receive a report regarding the amount of contingency funds used to date for the current fiscal year.

Staff Contact: Nathan Johnson, Assistant City Manager

City of Scottsbluff
Contingency Budget FYE 9.30.16

General Fund	
Contingency budget FYE 9.30.16	250,000.00
Cleveland field expenditures	(14,901.02)
Splash Foundation	(40,000.00)
Regional Housing Study	<u>(14,422.08)</u>
Remaining budget	180,676.90

City of Scottsbluff, Nebraska

Monday, February 1, 2016

Regular Meeting

Item Reports6

Council to consider approval of \$28,420.00 in grant matching funds for the Western Nebraska Economic Development regional housing study and authorize an additional \$422.08 to cover the City of Scottsbluff's portion.

Staff Contact: Nathan Johnson, Assistant City Manager

Agenda Statement

Item No.

For Meeting of: February 1, 2016

AGENDA TITLE: Council to consider approval of \$28,420 in grant matching funds for the Western Nebraska Economic Development Group's regional housing study and to authorize an additional \$422.08 to cover the City of Scottsbluff's portion.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Administration

PRESENTATION BY: Assistant City Manager, Nathan Johnson

SUMMARY EXPLANATION:

At the December 7, 2015 City Council Meeting, City Council authorized a general fund contingency expenditure of \$14,000 for the City's portion of the regional housing study to be conducted by Hanna:Keelan.

The Western Nebraska Economic Development (WNED) Group has been awarded the Nebraska Investment Finance Authority (NIFA) grant in the amount of \$28,420. Due to a couple entities not participating in the regional housing study, the City's portion has increased by \$422.08 over the authorized amount to total \$14,422.08 (\$.96 per capita based on 15,023 population).

The WNED Group discussed and unanimously approved the breakdown of funding for the regional housing study for participating entities at their 01/21/16 regularly scheduled meeting. The breakdown is highlighted in the attached spreadsheet.

Due to grant specifications, the regional housing study needs to be completed prior to receiving the grant funds of \$28,420.

At the budget workshop in 2013, the City Council authorized a breakdown of KENO funds to include 20% being used for grant match. City staff is recommending loaning the \$28,420 in grant matching funds until the project is complete and reimbursed by NIFA.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: City staff recommends approving the additional \$422.08 for the regional housing study and to provide \$28,420 in grant match funding.

EXHIBITS

Resolution Ordinance Contract Minutes Plan/Map
Other (specify) _____

NOTIFICATION LIST: Yes No Further Instructions

Please list names and addresses required for notification.

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev: 11/15/12 City Clerk

City of Scottsbluff, Nebraska

Monday, February 1, 2016

Regular Meeting

Item Reports7

Council discussion and instructions to staff regarding funding sources for a Community Redevelopment Authority.

Staff Contact: Rick Kuckkahn, City Manager

City of Scottsbluff, Nebraska

Monday, February 1, 2016

Regular Meeting

Item Resolut.1

Council to consider an Ordinance establishing a Community Redevelopment Authority (third reading).

Staff Contact: Rick Kuckkahn, City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA, AMENDING THE MUNICIPAL CODE TO PROVIDE FOR A COMMUNITY REDEVELOPMENT AUTHORITY.

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

Section 1. Article 1 of Chapter 6 of the Municipal Code is amended to add the following new Sections:

(5a) COMMUNITY REDEVELOPMENT AUTHORITY

6-2-90 Community Redevelopment Authority; Creation.

The Community Redevelopment Authority of the City of Scottsbluff, Nebraska (the "Authority") is created, pursuant to the provisions of Neb. Rev. Stat. §18-2102.01.

6-2-91. Members.

The Authority shall be made up of **five [seven]** persons. The initial Members of the Authority shall be appointed by the Mayor with the approval of the City Council. The terms of office of the initial Members shall be for one year, two years, three years **[two Members]**, four years **[two Members]**, and five years, as designated by the Mayor. As the terms of the initial Members expire, the City Manager shall appoint or reappoint the Members with the approval of the City Council for five year terms, unless a vacancy is being filled, in which case the appointment shall be for the remainder of the term of the Member being replaced. There shall be no limit on the number of terms for which a Member can be reappointed. Three **[four]** Members shall constitute a quorum for the transaction of business.

6-2-92. Officers.

The Authority shall organize by electing one of the Members as Chairperson of the Authority, and another of its Members as Vice Chairperson.

6-2-93. Rules and Records.

The Authority shall adopt rules for the transaction of its business and shall keep a record of its resolutions, transactions, findings and determinations, which records shall be made available for public inspection during regular business hours. No member of the Authority shall have any interest directly or indirectly in any contract for property, materials, or services to be required by the Authority.

6-2-94. Director.

The City Manager or his or her designated representative shall serve as the Director, and Ex Officio Secretary of the Authority. The Director shall perform such duties as may be assigned by the Authority, including the necessary administrative functions described in the statutes under which the Authority has been created.

6-2-94.1. Funds.

If budgeted by the City Council, the Authority may levy a tax in an amount not to exceed the levy permitted by state law. All income, revenue, profits and other funds received by the Authority shall be deposited with the City Treasurer as Ex Officio Treasurer of the Authority without commingling such money with any other money under his or her control and disbursed by him or her by check or draft only upon warrants, orders or requisitions by the Chairperson of the Authority or other person authorized by the Authority, which shall state distinctly the purpose for which the same are drawn. A permanent record shall be kept by the Authority of all warrants, orders or requisitions so drawn, showing the date, amount, consideration and to whom payable.

6-2-94.2. Community Development Law.

The Authority shall be vested with all the powers, duties and responsibilities provided for in the Community Development Law, Neb. Rev. Stat. §§ 18-2101, et seq., as may be amended from time to time.

Section 2. All ordinances, parts of ordinances, resolutions, and policies of the City of Scottsbluff in conflict with the provisions of this Ordinance are repealed.

Section 3. This ordinance shall be in full force and effect from and after its approval, passage, and publication in pamphlet form.

PASSED and APPROVED on _____, 2016.

Mayor

Attest: _____
City Clerk (Seal)

Approved as to Form:

Deputy City Attorney

City of Scottsbluff, Nebraska

Monday, February 1, 2016

Regular Meeting

Item Resolut.2

**Council discussion and instructions to staff regarding the LB357
Additional Sales Tax Resolution, to include funding for the
proposed Interlocal Agency.**

Staff Contact: Rick Kuckkahn, City Manager

RESOLUTION NO. 16- ____

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

a. The City currently imposes a City Sales and Use Tax in the amount of 1.5% pursuant to the Local Option Revenue Act, sections 77-27,142, *et seq.* of the Nebraska Statutes (the “Existing City Sales and Use Tax”)

b. The City is in need of additional revenue in order to provide for public infrastructure projects.

c. §77-27,142 of the Nebraska Statutes allows the City Council to impose an additional one-half of one percent (1/2%) sales tax in addition to the Existing City Sales and Use Tax for the purpose of funding public infrastructure projects, following an election at which a majority of the qualified electors of the City approve such additional sales and use tax;

Resolved by the Mayor and City Council of the City that:

1. At the May 10, 2016 primary election, the following proposition in the form shown below shall be submitted to the qualified electors of the City for their approval or disapproval at the primary election:

Shall the City Council of the City of Scottsbluff, Nebraska increase the local sales and use tax rate by an additional one-half of one percent (½%) from the current rate of one and one-half percent (1½%) to a total rate of two percent (2%) and impose a sales and use tax at the increased rate upon the same transactions within the City on which the State of Nebraska is authorized to impose a tax, subject to the terms and conditions set out below?

_____ Yes (For increasing the Sales and Use Tax)

_____ No (Against increasing the Sales and Use Tax)

Terms and Conditions: The terms and conditions of the proposition are as follows:

a. No reductions or elimination of other taxes or fees is contemplated.

b. Revenues from the increased sales and use tax are to be used for the following public infrastructure projects as are allowed pursuant to §77-27,142 of the Nebraska Statutes: public highways and bridges and municipal roads, streets, bridges, and sidewalks; solid waste management facilities; wastewater, storm water, and water treatment works and systems, water distribution facilities, and water resources projects, including, but not limited to, pumping stations, transmission lines, and mains and their appurtenances.

c. The City and the Community Redevelopment Authority of the City of Scottsbluff have entered into an Interlocal Agreement which created the [Scottsbluff Improvement Agency] for purposes related to public infrastructure projects. The Interlocal Agreement contains provisions, including benchmarks, relating to the long-term development of unified governance of public infrastructure projects with respect to the parties. [The Agency shall be funded by a portion of the increased sales tax as provided for below.]

d. [Funding Options – Council to select from one of the following 3 options for purposes of the ballot:

Option 1: No portion of the sales tax increase shall be used to fund the Scottsbluff Improvement Agency.

Option 2: The Scottsbluff Improvement Agency shall be funded by a portion of the sales tax increase equal to an amount which is [no more than] ___% of the increased sales tax receipts [,which percentage shall be determined on an annual basis by the City Council prior to October 1 of each fiscal year.

Option 3: The Scottsbluff Improvement Agency shall be funded by a portion of the sales tax increase equal to a portion of the rate greater than one and one-half percent, such portion being at least one-eighth percent (1/8%), shall be imposed for the purpose of the Agency].

e. The increased sales and use tax shall terminate no more than ten years after the effective date of the increased sales and use tax or, if bonds are issued and the local option sales and use tax revenue is pledged for payment of such bonds, upon payment of such bonds and any refunding bonds, whichever date is later, [if Funding Option 3 is selected - except that the portion of the rate greater than one and one-half percent imposed for the purpose of the Interlocal Agreement referred to above (rounded to the next higher one-quarter percent) shall not terminate.]

2. Electors desiring to vote in favor of or against the proposition shall do so in the manner specified in the ballot form as provided by the Scotts Bluff County Clerk.

3. The primary election shall be conducted by the Scotts Bluff County Clerk at polling places established by the County Clerk in each of the City's precincts. The polls shall be open from 7:00 a.m. through 7:00 p.m. on the day of the general election.

4. The following notice required by law shall be published in the Star-Herald, a legal newspaper of general election in the City not more than 30 days nor less than 10 days before the date of the election. The notice shall be in substantially the following form:

City of Scottsbluff, Nebraska
Notice of Election

Notice is given that at the primary election on Tuesday, May 10, 2016, at the usual polling place in each precinct of the City of Scottsbluff, Nebraska, the ballot will include for the electors of the City for their approval or rejection, the following proposition:

[Insert text of proposition from Paragraph 1 of this Resolution in the notice]

The polls will be open from 7:00 a.m. through 7:00 p.m. on the Election Day. Absent, disabled, and confined voters' ballots may be obtained from the County Clerk as provided by law. Copies of the proposition may be obtained at the office of the Scottsbluff City Clerk at City Hall, 2525 Circle Drive, Scottsbluff, Nebraska 69361.

Dated: _____, 2016.

/s/ City Clerk

5. The City Clerk shall cause a certified copy of this Resolution to be delivered to the Scotts Bluff County Clerk.

Passed and Approved on February ____, 2016.

Mayor

Attest:

City Clerk

City of Scottsbluff, Nebraska

Monday, February 1, 2016

Regular Meeting

Item Resolut.3

Council discussion and instructions to staff regarding the proposed LB357 Interlocal Agreement, to include the governance structure.

Staff Contact: Rick Kuckkahn, City Manager

**SCOTTSBLUFF IMPROVEMENT AGENCY
INTERLOCAL COOPERATION AGREEMENT**

This Interlocal Cooperation Agreement (this “Agreement”) is made between the City of Scottsbluff, Nebraska (the “City”) and the Community Redevelopment Authority of the City of Scottsbluff (the “CRA”). The City and the CRA are collectively referred to as the “Members”. This Agreement establishes a separate legal entity which shall be known as the **Scottsbluff Improvement Agency** (the “Agency”).

Recitals:

a. The City is proposing to increase its municipal sales and use tax at a rate greater than one and one-half percent pursuant to §77-27,142(2) of the Nebraska Statutes (the “Additional Sales Tax”).

b. As per §77-27,142(3)(a), no such tax increase may be imposed unless the City is a party to an interlocal agreement pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 et seq. (the “Act”) with a political subdivision within the municipality or the county in which the municipality is located, which interlocal agreement shall create a separate legal entity related to public infrastructure projects.

c. The CRA is a political subdivision within the City and is willing to enter into this Agreement with the City in order to create the Agency. The Members desire to enter into this Agreement for the purposes as provided for in this Agreement.

Agreement:

1. Purpose: The Agency is organized under and governed by the provisions of the Act. The purpose of this Agreement is as follows:

a. to provide for a means for the City and the CRA to gather information related to the impact of infrastructure improvements to public highways and bridges; municipal roads, streets, bridges, and sidewalks; solid waste management facilities; wastewater, storm water, and water treatment works and systems, water distribution facilities, and water resources projects (collectively, the “Infrastructure Projects”) on needed updates to the City’s infrastructure and the removal and eradication of blight and substandard conditions in the City, and making recommendations to the City and the CRA related to such matters.

b. to make efficient use of the powers of the Members by enabling them to cooperate with each other on a basis of mutual advantage with respect to Infrastructure Projects.

c. to provide for the management and appropriate expenditure of funds allocated to the Agency by the City, utilizing a fiscal year budget commencing October 1 and terminating on September 30 of each succeeding year.

2. Effective Date and Duration: This Agreement shall be effective as of March 1, 2016, and shall continue in effect until terminated by the City; provided, however, the City shall not terminate this Agreement: (i) as long as the Additional Sales Tax is in effect, or (ii) until the payment in full of any bonds issued where the Additional Sales Tax is pledged for payment of such bonds and any refunding bonds.

3. Management: The Agency shall be governed by a Board (the “Board”) which shall be made up of **5 members**, as follows:

a. **3 of the Board members shall be appointed by the Mayor of the City with the approval of the City Council. The CRA shall appoint 2 members.** Each party may also appoint at least one alternate member to serve on a temporary basis as needed. Board members do not have to be members of the governing body of the respective Agencies, but up to 2 of the Board members may be City Council Members. The members of the Board shall serve at the pleasure of the appointing party and shall serve until the member resigns or is replaced by the appointing entity.

b. The Board shall elect a Chairperson and a Vice-Chairperson from its members. The Chairperson shall preside at all meetings of the Board. The Vice-Chairperson shall act in the absence of the Chairperson. The Board shall also elect a Secretary, who is not required to be a member of the Board. In the event that the Agency is responsible for any funds, the City Finance Director shall act as Ex Officio Treasurer of the Board.

c. The Board shall meet at such time and place as specified by call of the Chairperson or any two members. The Board may, by resolution or bylaw provide for regular meeting times. The Board shall meet at least once per year. Notice of all meetings shall be given as provided for by Nebraska law for political subdivisions.

d. A majority of the Board, to include at least one member representing each Member, shall constitute a quorum to conduct business at any meeting. The affirmative vote of a majority of those present at a meeting at which a quorum is present, and including the affirmative vote of at least one Board member representing the City, shall be required for the Board to act.

4. Board Duties: The Board shall be responsible for governing the actions of the Agency and expenditures of any funds allocated to the Agency. For the purposes of §77-27,142(3) of the Nebraska Statutes, the Board shall be a separate administrative entity relating to the Infrastructure Projects, to include those made in blighted and substandard areas. The Board shall be responsible for evaluating and making recommendations for long term development of unified governance of the Infrastructure Projects, and at least every 5 years review the performance of the Infrastructure Projects, including without limitation, the impact of such projects on the removal and eradication of blight and substandard conditions within the City, in addition to any other benchmarks periodically established by the Board or Nebraska Legislature. The Agency and the Board shall have all powers as are provided for in the Act with respect to its purpose.

5. Funding of the Agency: The Agency shall be funded from a portion of the Additional Sales Tax as provided for in the Resolution of the City Council which was adopted for the purpose of placing the Additional Sales Tax on the ballot. [or: The City shall be responsible for providing funding for the establishment, organization and operating expenses of the Agency.]

6. Property: All Infrastructure Projects shall be the property of the City. Otherwise, all real and personal property (“Property”) contributed to or acquired by the Agency shall be the property of the Agency unless conveyed by the Agency to one of the Members; provided, however, no property shall be conveyed to the CRA without the consent of the City. Upon termination of the Agency, all Property shall be distributed to the City, or as otherwise designated by the City.

7. Notices: All notices required or permitted under this Agreement shall be in writing and shall be deemed given at the addresses shown below, when (i) personally delivered, (ii) sent by electronic mail to the authorized representative of a Member, (iii) sent by nationally-recognized courier service with proof of delivery, or (iv) sent by registered or certified United States mail, return receipt requested, postage prepaid. A Member may change its email address or mailing address by delivering notice to the other Party. A notice shall be consider effective upon receipt.

City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69631
Att: City Manager

Community Redevelopment Authority
of the City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69631
Att: Chairperson

8. Miscellaneous:

a. This Agreement is binding upon and inures to the benefit of the Members and their respective successors and permitted assigns; provided, however, no assignment of all or any portion of this Agreement shall relieve any Member of its obligations under this Agreement. This Agreement shall not be assignable by either Member without the consent of the other party.

b. The provisions of this Agreement shall be severable. If any of the provisions of this Agreement, or the application of any provision to any person, entity or circumstances, are held to be invalid, such invalidity shall not affect other provisions of or applications of this Agreement which can be given affect without the invalid provision or applications.

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

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

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

f. This Agreement contains the entire agreement of the Members. This Agreement may be amended only in writing signed by both of the Members.

City of Scottsbluff, Nebraska

By _____
Mayor

Attest:

City Clerk

Community Redevelopment Authority of the
City of Scottsbluff, Nebraska,

By: _____
Chairperson

City of Scottsbluff, Nebraska

Monday, February 1, 2016

Regular Meeting

Item Resolut.4

Council to consider an Ordinance regulating motorized skate boards, hoverboards, and motorized scooters.

Staff Contact: Rick Kuckkahn, City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA, AMENDING CHAPTER 3, ARTICLES 3 AND 4 OF THE SCOTTSBLUFF MUNICIPAL CODE, AMENDING AND REVISING CHAPTER 20, ARTICLE 6 OF THE SCOTTSBLUFF MUNICIPAL CODE, ALL INCLUDING NEW DEFINITIONS AND DEALING WITH THE REGULATION OF MOTORIZED SKATE BOARDS, HOVERBOARDS, MOTORIZED SCOOTERS, AND THE LIKE WITHIN THE CITY OF SCOTTSBLUFF, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

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

Section 1. Chapter 3, Article 4, Section 1 of the Scottsbluff Municipal Code is amended by repealing the existing language and adding the following language:

“Section 3-4-1. Motorized Skateboard.

A “motorized skateboard” shall mean any device consisting of a deck or riding surface of any design upon which a person may stand or sit, having any number of wheels, and is propelled by any type of motorized power, which is capable of traveling more than 15 mph, including any hoverboard, go-ped, pocket motorcycle, motorized skateboard, motorized scooter and the like. Provided, however, that a device designed and used for the transport of disabled persons shall not be considered a motorized skateboard within the meaning of this Article, and an Electric Personal Assistive Mobility Device as defined by §3-5-1 of this Municipal Code shall not be considered a motorized skateboard within the meaning of this Article.”

Section 2. Chapter 3, Article 4, Section 2 of the Scottsbluff Municipal Code is amended by repealing the existing language and adding the following language.

“Section 3-4-2. Operation; Prohibited; Where.

Motorized skateboards shall not be operated:

- A. On any public street and alley in the City;
- B. On any public sidewalk or City owned parking lot described in 3-3-4;
- C. In any City Park or roadway within a park;
- D. On any pedestrian or bicycle pathway;
- E. On any public or private property when notice against trespass is given as defined

in Section 13-2-9(2).”

Section 3. Chapter 20, Article 6, Section 26 of the Scottsbluff Municipal Code is amended by repealing the existing language and adding the following language.

“20-6-26. Play vehicles; defined.

The term “play vehicle” shall include wagons, sleds, ice skates, scooters which are not motorized, tricycles, bicycles with both wheels smaller than those as defined in Chapter 3, Article 1 of this Code, toy cars or other toy vehicles. The term shall not include skates, motorized skateboards or electric personal assistive mobility devices as defined in Chapter 3 of this Municipal Code, nor shall it include wheelchairs or similar devices required for the mobility of a disabled person.”

Section 4. Previously existing Sections 3-4-1, 3-4-2, and 20-6-26, and all other ordinances and parts of ordinances in conflict herewith are repealed. Provided, however, this Ordinance shall not be construed to effect any rights, liabilities, duties or causes of action, either criminal or civil, existing or actions pending at the time when this Ordinance becomes effective.

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

PASSED AND APPROVED on _____, 2016.

Attest:

Mayor

City Clerk (Seal)

Approved as to form:

City Attorney

City of Scottsbluff, Nebraska

Monday, February 1, 2016

Regular Meeting

Item Resolut.5

Council to consider a Resolution regarding authorized signatures on banking transactions.

Staff Contact: Liz Hilyard, Finance Director

Agenda Statement

Item No.

For meeting of: **February 1, 2016**

AGENDA TITLE: Consider resolution dealing with banking transactions.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Finance

PRESENTATION BY: Rick Kuckkahn

SUMMARY EXPLANATION: This resolution updates lists of authorized individuals on the City's bank accounts and describes the authorized transaction types by each.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Recommend that council approve the resolution.

EXHIBITS

Resolution Ordinance Contract Minutes Plan/Map

Other (specify) _____

NOTIFICATION LIST: Yes No Further Instructions

APPROVAL FOR SUBMITTAL: _____
City Manager

RESOLUTION NO. _____

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

1. US Bank, First National Bank, First State Bank, Platte Valley Bank, Valley Bank, Scottsbluff, Nebraska, and Nebraska Public Agency Investment Trust (NPAIT) are designated as depositories for funds of the City. Funds of the City deposited in each bank shall be subject to withdrawal upon checks, notes, drafts, or other orders for the payment of money when signed on the City's behalf by any two of the following City officials:

Randy Meininger OR
Raymond Gonzales AND

Cynthia Dickinson OR
Christine Burbach

2. All transactions regarding Certificates of Deposit, Treasury Notes, and other securities purchased by the City shall be signed by the following City officials:

Jordan Colwell OR
Raymond Gonzales OR
Randy Meininger OR
Mark McCarthy OR
Scott Shaver AND

Rick Kuckkahn

3. Provided, the Finance Director for the City, Elizabeth Hilyard, is authorized to make ACH withdrawals on behalf of the city from any of the financial institutions named in paragraph 1. of this Resolution.
4. The banks are authorized to pay all orders and receive them for the credit of or in payment from the payee or any other holder without inquiring into the circumstances of the issue or the disposition of the proceeds.
5. US Bank is authorized to issue Visa credit cards to City personnel. The personnel to receive the cards and the credit limit on said cards shall be as approved by the City Manager or his/her designee.

6. This Resolution will revoke all prior banking resolutions and shall be delivered to all banks named in this Resolution. This Resolution will remain in effect until notice of revocation is delivered to any of these banks.
7. This Resolution shall become effective February ____, 2016.

Passed and approved this ____ day of February, 2016.

Mayor

ATTEST:

City Clerk

City of Scottsbluff, Nebraska

Monday, February 1, 2016

Regular Meeting

Item Resolut.6

Council to consider an Ordinance authorizing the sale of Lot 3A, Block 1, Second Immigrant Trail Subdivision, Scottsbluff, Scotts Bluff County, NE (third reading).

Staff Contact: Rick Kuckkahn, City Manager

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE SALE OF LOT 3A, BLOCK 1, SECOND IMMIGRANT TRAIL SUBDIVISION TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA.

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

Section 1. The City of Scottsbluff (“City”) owns the following described real estate:

Lot 3A, Block 1, Second Immigrant Trail Subdivision to the City of Scottsbluff,
Scotts Bluff County, Nebraska.

Section 2. An offer has been made by Samuel G. Adams to purchase this real estate for \$25,000.00. The City is willing to accept this offer.

Section 3. The mayor and City Clerk are authorized to sign an Agreement and Deed to convey the above described real estate by Warranty Deed to Samuel G. Adams, on the following terms:

- a. The purchase price shall be \$25,000.00, with \$1,000.00 as a down payment and the balance paid at closing.
- b. Closing of the sale is conditional upon no remonstrance against the sale being filed. Closing shall take place within 30 days after the expiration of the time for filing a remonstrance against the sale, or no later than February 29, 2016.
- c. All real estate taxes and special assessments shall be prorated to date of closing. The closing costs and owner’s title insurance shall be equally divided. Buyer shall pay any realtor fee.

Section 4. The Clerk shall, immediately after the passage and publication of this Ordinance, publish notice of the sale and its terms for three consecutive weeks in the Star-Herald.

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

PASSED AND APPROVED ON January ____, 2016.

Mayor

ATTEST:

City Clerk

(Seal)

Approved as to form:

Deputy City Attorney

City of Scottsbluff, Nebraska

Monday, February 1, 2016

Regular Meeting

Item Resolut.7

Council to consider an Ordinance dealing with utility rates (third reading).

Staff Contact: Nathan Johnson, Assistant City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA AMENDING THE MUNICIPAL CODE TO REVISE §6-6-28 DEALING WITH WATER SERVICE AND RATES FOR WATER SERVICE, TO SPECIFICALLY SET FORTH THAT ALL USERS OF THE CITY WATER SYSTEM LOCATED OUT OF CITY LIMITS SHALL PAY THE SAME RATE, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

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

Section 1. Chapter 6, Article 6, Section 28 of the Scottsbluff Municipal Code is amended by repealing the existing language and substituting with the following language:

“Section 6-6-28. Water Service.

(1) Each user of the City water system located within the City limits shall pay charges based on bimonthly consumption as follows:

<u>Gallons</u>	<u>Rate per Thousand Gallons</u>
Up to 10,000	\$2.216
10,001 to 20,000	1.803
20,001 to 60,000	1.796
60,001 to 100,000	1.775
Over 100,000	1.758

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

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

<u>Water Meter Size</u>	<u>Minimum Charge</u>	<u>Gallons</u>
5/8" or 3/4"	\$22.16	10,000
1"	40.19	20,000
1½"	76.11	40,000
2"	103.05	55,000
3"	165.25	90,000
4"	253.35	140,000
6"	358.88	200,000
8"	534.63	300,000

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

Each user of the City water system located outside of the City limits, except for whole sale water use provided by the City pursuant to the terms of an agreement, shall pay 1.5 times the minimum charges listed above. Provided, whole sale water use and sale shall be sold at an agreed upon amount as set by the City Council for charges outside the City limits.

The rates and fees provided for in this section shall be effective with respect to all connections, installations, and usage on or after January 1, 2016.”

Section 2. Previously existing Section 6-6-28 and all other ordinances and parts of ordinances in conflict herewith are repealed. Provided, however, this Ordinance shall not be construed to effect any rights, liabilities, duties or causes of action, either criminal or civil, existing or actions pending at the time when this Ordinance becomes effective.

Section 3. This Ordinance shall become effective upon its passage and approval and publication shall be in pamphlet form.

PASSED AND APPROVED on _____, 2016.

Attest:

Mayor

City Clerk (Seal)

Approved as to form:

City Attorney

City of Scottsbluff, Nebraska
Monday, February 1, 2016
Regular Meeting

Item Exec1

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

Staff Contact: City Council